

CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, FEBRUARY 7, 2012, 6:30 P.M.

- A. Call to Order and Roll Call

- B.
 - 1. Citizen Comment Period
 - 2. Announcements from Mayor Taylor of upcoming community events & news items:
 - a. Proclamation-South Suburban Chamber of Commerce-Finalist for the 2011 Business of the Year Award, Cousins Subs-Brother and Sister Subs System's Franklin and Oak Creek locations.
 - b. Proclamation-South Suburban Chamber of Commerce Finalist for the 2011 Pride in Premises Award, Gus' Mexican Cantina.
 - c. Proclamation-South Suburban Chamber of Commerce-Finalist for the 2011 Business of the Year Award, Precision Color Graphics.

- C. Approval of Minutes
 - 1. Approval of regular meeting of January 24, 2012.

- D. Hearings

- E. Organizational Business
 - 1. Adam Murphy-Technology Commission-Ald. Dist. #4.

- F. Letters and Petitions
 - 1. Memorandum from Joel Dietl, Planning Manager, regarding Crossroads Trade Area Plan Provisions and Development Potential.

- G. Reports and Recommendations
 - 1. Request from Franklin Trails Committee to pursue establishment of a Complete Streets and Connectivity Advisory Body.
 - 2. Request from the Parks Commission for an amendment to the Comprehensive Outdoor Recreation Plan: 2025 to provide outdoor recreational facilities for senior citizens at City parks in areas of the City with concentrated populations of senior citizens.
 - 3. Planning Department 2012 Annual Report, review of permits and applications, special projects and community growth issues (2007 through 2011 overview included).
 - 4. Discussion of public funding sources for 27th Street Corridor (such as TIF, special assessments, or other) (Ald. Solomon).
 - 5. Extension of Memorandum of Understanding relative to the scheduling and operation of the ball field located south of the Public Works Garage – 7979 W. Ryan Road.
 - 6. Authorization to select a Professional Services Consultant to provide Supervisory Control and Data Acquisition (SCADA) for the City's Sanitary Sewer and Water Systems.
 - 7. Authorization to have the City contract to install the final lift of asphalt for the Wellness Center located in the general vicinity of S. 102nd Street and W. Falcon Lane, with cost to be taken out of the development's letter of credit.

8. Revision to the City of Franklin Family Medical Leave Policy and inclusion of the policy in the Employee Handbook.
9. Restructuring of the Finance Department including 1) Resolution to revise the job description of the Director of Finance and Treasurer and approve an employment agreement with Calvin Patterson to continue in the position effective May 1, 2012; Resolution to create a job description for the Deputy Finance Director and authorizing the filling of the position; and 3) Resolution to revise the job description for the Director of Administration and approve a revised employment agreement with Mark Luberda as the Director of Administration.
10. An alternate strategy for restructuring of the Finance Department including 1) an employment agreement with Calvin Patterson to serve as Treasurer, 2) a revised employment agreement with Mark Luberda to serve as the Director of Administration, 3) a Charter Ordinance to repeal the Office of Director of Finance and Treasurer, to create the Office of Treasurer, and to amend the Municipal Code as it pertains to such positions, and 4) job descriptions for Finance Director, Treasurer, and Director of Administration.
11. Reschedule Common Council meeting of February 21, 2012.

H. Licenses and Permits

1. Miscellaneous Licenses.

I. Bills

1. Vouchers and Payroll approval.

J. Adjournment

*Supporting documentation and details of these agenda items are available at City hall during normal business hours.

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

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

February 9	Plan Commission	7:00 p.m.
February 21	Primary Election	7:00 a.m.-8:00 p.m.
February 21	Common Council	6:30 p.m.

City of Franklin Proclamation

Whereas, the South Suburban Chamber of Commerce holds an annual awards dinner recognizing local businesses and business leaders, and

Whereas, the Business of the Year Award is given to a company for their success, their contributions to the local community, and their contributions to the community at large, and

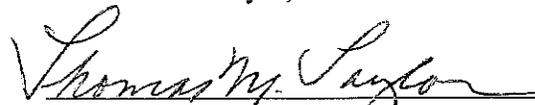
Whereas, Thomas Jones and his sister Cheryl, the team that makes up the Cousins Subs—Brother and Sister Subs System, work hard in being involved in their communities including committing themselves in partnering with area nonprofit organizations at least once a month where 10% of their proceeds go to the non-profit organization, and

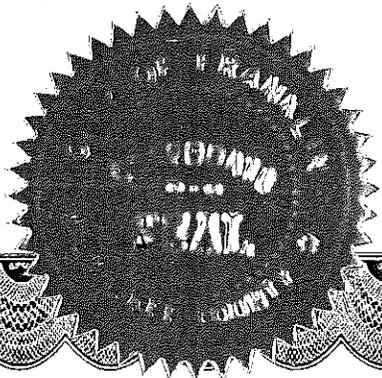
Whereas, Cousins Subs—Brother and Sister Subs System has been an active and generous corporate business in Franklin, Oak Creek, and throughout its southeastern Wisconsin franchise area, and

Whereas, the South Suburban Chamber of Commerce has named Cousins Subs—Brother and Sister Subs System's Franklin and Oak Creek locations as a finalist for the 2011 Business of the Year Award.

Now Therefore, I, Thomas M. Taylor, Mayor of the City of Franklin, Wisconsin, congratulate the Cousin Subs—Brother and Sister Subs System for their achievements and urge all citizens of the City of Franklin to join in commemorating and recognizing them for their exemplary service to Greater Milwaukee and thanking the company and its employees for their support of our business community.

Dated: February 2, 2012


Thomas M. Taylor, Mayor



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City of Franklin Proclamation

Whereas, the South Suburban Chamber of Commerce holds an annual awards dinner recognizing local businesses and business leaders, and

Whereas, the Pride in Premises Award is given to a company who has demonstrated great care for their physical environment, for their buildings and surroundings, and

Whereas, Gus, owner of Gus' Mexican Cantina, who opened his patio eating area in the summer of 2010, decorated with palm trees, hibiscus, and many flowering plants among the umbrellas, has transformed an otherwise plain-looking area outside of his restaurant into a spectacular summer outdoor venue that brings a little "Mexico" to the middle of Franklin, and

Whereas, the South Suburban Chamber of Commerce has named Gus' Mexican Cantina as a finalist for the 2011 Pride in Premises Award.

Now Therefore, I, Thomas M. Taylor, Mayor of the City of Franklin, Wisconsin, congratulate Gus' Mexican Cantina for his care and pride and urge all citizens of the City of Franklin to join in commemorating and recognizing him for this great achievement.

Dated: February 2, 2012

Thomas M. Taylor
Thomas M. Taylor, Mayor



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City of Franklin Proclamation

Whereas, the South Suburban Chamber of Commerce holds an annual awards dinner recognizing local businesses and business leaders, and

Whereas, the Business of the Year Award is given to a company for their success, their contributions to the local community, and their contributions to the community at large, and

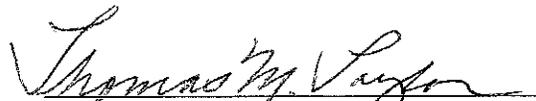
Whereas, Precision Color Graphics, Franklin, Wisconsin, is a pioneer in quality services and products for all pre-press, printing, and packaging needs, committed to continuing its mission to specialize in the production of high-quality products for the printing industry at competitive prices with rapid response, and

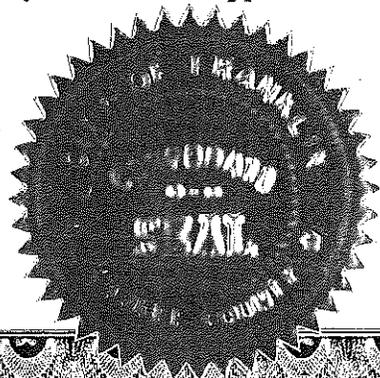
Whereas, Precision Color Graphics has been named by the Milwaukee Business Journal as a Wisconsin "Top 25 Largest Commercial Printer" for the last 10 years, and

Whereas, the South Suburban Chamber of Commerce has named Precision Color Graphics as a finalist for the 2011 Business of the Year Award.

Now Therefore, I, Thomas M. Taylor, Mayor of the City of Franklin, Wisconsin, congratulate Precision Color Graphics for their achievements and urge all citizens of the City of Franklin to join in commemorating and recognizing them for their exemplary service to Greater Milwaukee and thanking the company and its employees for their support of our business community.

Dated: February 2, 2012


Thomas M. Taylor, Mayor



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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/07/12</p>
<p>ORGANIZATIONAL BUSINESS</p>	<p>Boards and Commissions Appointments</p>	<p>ITEM NUMBER</p> <p><i>E.1.</i></p>

Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Technology Commission

Adam Murphy, term expires 4/30/14

Copies to: Mayor & Ald.

RECEIVED
CITY OF FRANKLIN

City of Franklin
2011 MAY -5 PM 3:56
9229 West Loomis Road
Franklin, Wisconsin 53132

VOLUNTEER FACT SHEET

Thank-you for your interest in serving on a City Board, Commission, or Committee. In order that consistent information be provided to the Common Council, you are asked to complete the following:

PERSONAL:

Name ADAM MURPHY

Address 9843 S. 27th ST

Phone Number 414-688-4714

E-Mail AMURPHY@BIGBANGLLC.COM

Length of Time a Franklin Resident 1 Year personal - 4.5 yrs business

Alderman or District Number Dist 4. - Taylor

AREA OF INTEREST: Please check the line next to the Board, Commission or Committee or area of greatest interest. If listing more than one, please prioritize your top three choices (3 being least priority).

- | | |
|---|--|
| <input type="checkbox"/> Architectural Board | <input type="checkbox"/> Civic Celebrations |
| <input type="checkbox"/> Community Development Authority | <input type="checkbox"/> Economic Development Commission |
| <input type="checkbox"/> Environmental Commission | <input type="checkbox"/> Ethics Board |
| <input type="checkbox"/> Fair Commission | <input type="checkbox"/> Finance Committee |
| <input type="checkbox"/> Fire and Police Commission | <input type="checkbox"/> Board of Health |
| <input type="checkbox"/> Library Board | <input type="checkbox"/> Parks Commission |
| <input type="checkbox"/> Personnel Committee | <input type="checkbox"/> Plan Commission |
| <input type="checkbox"/> Board of Public Works | <input type="checkbox"/> Board of Review |
| <input checked="" type="checkbox"/> Technology Commission | <input type="checkbox"/> Board of Water Commissioners |
| <input type="checkbox"/> Board of Zoning and Building Appeals | <input type="checkbox"/> Facility Needs Committee |
| <input type="checkbox"/> Impact Fee Task Force | <input type="checkbox"/> Waste Facilities Monitoring Committee |

27th Corridor Planning

Why are you interested in joining this (these) particular Board and/or Commission?

I own Big Bang LLC, a software development company located on
So 27th st My IT experience may be of benefit, and as a
business owner on S. 27th, I'm very keen to be involved in that planning

VOLUNTEER OR WORK EXPERIENCE

(Begin with your most recent employment and continue with all past 10 years of employment. Please attach additional paper or include resume, if available.)

Company Name: Big Bang LLC	Address: 9851 S. 27 th ST	Telephone: 414-225-9075
Date started: April 2004	Starting Position: owner / President	
Date left: CURRENT	Position upon leaving:	
Description of duties: Retail software developer with 11 employees and distribution world-wide.		

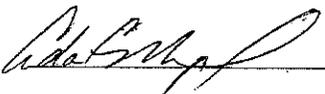
Company Name: ACM CONSULTING	Address:	Telephone:
Date started: JAN 1998	Starting Position: owner	
Date left: -	Position upon leaving:	
Description of duties: Company name proceeding Big Bang LLC. Primarily responsible for database development and ISO 9000 Quality Systems training		

Company Name: Federal Express	Address: Wauwatosa, WI	Telephone:
Date started: 1990	Starting Position: Cargo Handler	
Date left: 1999	Position upon leaving: Software development + training	
Description of duties: wrote my first software application for fedex in 1991. was still in use world wide when I left in 1999		

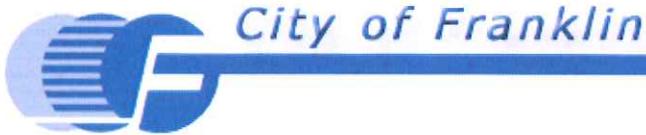
ADDITIONAL EXPERIENCE OR QUALIFICATIONS: List any other experience, skills, or other qualifications, including hobbies, which you believe should be considered in evaluating your qualifications for volunteering.

Having just experienced the problems associated w/ multiple databases for the city assessor's office, I believe I have an understanding of some of the challenges the city faces.

I am aware that all of the information provided and this document itself is a public record which will be released to a requestor; that I authorize such release and that I waive any right to any notice of such release and/or any right of notice to augment the information provided upon this document upon such request or release.

Signature:  Date: 5/5/11

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MEMORANDUM: FROM PLANNING DEPARTMENT

DATE: February 2, 2012
TO: City of Franklin Common Council
FROM:  Joel Dietl, Planning Manager
SUBJECT: Crossroads Trade Area Plan Provisions and Development Potential

This memorandum is intended to inform the Common Council of the status of the Crossroads Trade Area Plan and of recent discussion on this matter by the Plan Commission.

As indicated in the attached materials, the Crossroads Trade Area Regulating Plan stated that “It is important for the City to have guidelines that implement the approved Neighborhood Plan. A Regulating Plan illustrates the areas to be preserved and the buildable areas.” The Plan consisted of a number of recommendations including among others:

- Two-story buildings are encouraged but not required.
- Shared parking is recommended.
- 24-hour uses are not permitted.
- Maximum tenant space is limited to 100,000 square feet, although an additional 25,000 square feet of liner shops can be added to the perimeter of the primary building.

During the Plan Commission discussion on this matter, it was noted that a number of issues have arisen since adoption of the Crossroads Trade Area Plan that will likely affect its implementation. These issues include:

- STH 100 will be reconstructed in the near future, and such reconstruction will likely impact the location and means of access of the adjacent properties to STH 100 and STH 36.
- Interest within the City in pedestrian safety and innovative and cost-effective development practices such as Complete Streets is increasing, and may be applicable to such areas within the City as the Crossroads Area.
- The recession of 2007 – 2009 has adversely impacted local units of government and businesses alike, and a greater emphasis upon economic development initiatives to overcome these impacts is warranted.

Based upon this discussion, “Commissioner Bennett moved to direct staff to incorporate into the minutes the Plan Commissioner’s comments following the Planning Manager’s statement to that effect and as a guide which will include Mr. Ritter’s recommendation that the plan is definitely a guide and that staff keep an open mind and work with potential new development because there are issues with the plan as discussed at the Plan Commission and that there are different and better forms of development which may not be addressed in this plan.”



REPORT TO THE PLAN COMMISSION

Meeting of January 19, 2012

Crossroads Trade Area Plan Provisions and Development Potential

RECOMMENDATION: Should the Plan Commission determine that any changes to the Crossroads Trade Area Plan are warranted, a motion to that effect should be forwarded to the Common Council for their consideration.

Table with 2 columns: Label (Project Name, Applicant, Action Requested) and Value (Crossroads Trade Area Plan, City of Franklin, Such action as the Plan Commission may determine.)

INTRODUCTION:

As part of an initiative to periodically review the continued viability of the various elements which comprise the City's Comprehensive Master Plan, the Planning Department has prepared this brief staff report on the Crossroads Trade Area Regulating Plan for the Plan Commission's review and consideration.

BACKGROUND/HISTORY:

By Ordinance No. 2004-1780, dated February 3, 2004, the City of Franklin established a moratorium upon development in the Crossroads Trade Area in order to allow the City adequate time to properly plan for development proposals within this area.

The City of Franklin subsequently hired the firm of Planning & Design Institute, Inc. to develop a plan for the Crossroads area (the area adjacent to the intersection of STH 36/Loomis Road and STH 100/St. Martins Road).

During preparation of the Crossroads Plan, the City of Franklin also adopted an amendment to the Unified Development Ordinance to limit the size of retail buildings within the B-1, B-2, B-3, and B-5 zoning districts to 125,000 square feet as set forth in Ordinance No. 2004-1803, dated July 13, 2004.

Although the 184,000 square foot retail grocery and general goods department store development proposed in 2004 did not proceed, another development was proposed for the same area in 2006. That development, the proposed Shoppes at Legend Creek, envisioned development of an approximately 225,000 square foot retail center comprised of eight separate buildings, the largest being approximately 125,000 square feet.

project was the subject of a Concept Review before the Plan Commission on March 22, 2007. While generally receptive to the project, Plan Commissioners noted that further changes and revisions should be considered. The proposed project was also the subject of a Natural Resource Special Exception request before the Environmental Commission on July 25, 2007. However, due to concerns about the lack of any mitigation for the proposed filling of wetlands, the Environmental Commission tabled the item to allow the applicant more time to consider changes to the proposal. No further action on this project occurred beyond this point.

The Crossroads Plan was subsequently incorporated by reference into the City's current Comprehensive Master Plan in 2009.

KEY ELEMENTS OF THE CROSSROADS TRADE AREA PLAN:

As stated in the Crossroads Plan (an electronic copy has been provided):

“A Regulating Plan sets the criteria for development to ensure the original intent of the plan is maintained as property owners, the City, and developers implement the plan. It is important for the City to have guidelines that implement the approved Neighborhood Plan. A Regulating Plan illustrates the areas to be preserved and the buildable areas.”

Particularly important elements of the Crossroads Plan include:

- Two-story buildings are encouraged but not required.
- Shared parking is recommended.
- 24-hour uses are not permitted.
- Maximum tenant space is limited 100,000 square feet, although an additional 25,000 square feet of liner shops can be added to the perimeter of the primary building.
- Four sided architecture is preferred.
- Mixed use buildings are encouraged.
- Limited access will be available/provided to STH 36, STH 100, and Puetz Road.
- Landscaping, buffers, and public spaces are required.
- Sidewalks and paths are required.

CURRENT CONSIDERATIONS:

It is important to note that STH 100 will be reconstructed in the near future, more specifically, that portion generally north/west of STH 36 during 2014, and that portion generally south/east of STH 36 during 2016. This reconstruction will include the intersection with STH 36 as well. Of equal importance will be the eventual access locations and restrictions, as such access will greatly shape the layout of the adjacent development.

It is also important to note that the City of Franklin Trails Committee, and more recently the Plan Commission, has expressed interest in the concept of Complete Streets and how it might apply to portions of the Crossroads area.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/07/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FROM FRANKLIN TRAILS COMMITTEE TO PURSUE ESTABLISHMENT OF A COMPLETE STREETS AND CONNECTIVITY ADVISORY BODY</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

At their January 19, 2012, meeting the Franklin Trails Committee approved a motion to notify the Common Council of intent to establish a Complete Streets and Connectivity Advisory Body and poll other Boards and Commissions for input and membership as an extension of the current Trails Committee responsibilities and goals.

COUNCIL ACTION REQUESTED

Approval to allow the Franklin Trails Committee to pursue establishment of a Complete Streets and Connectivity Advisory Body.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>02/07/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>REQUEST FROM THE PARKS COMMISSION FOR AN AMENDMENT TO THE COMPREHENSIVE OUTDOOR RECREATION PLAN: 2025 TO PROVIDE OUTDOOR RECREATIONAL FACILITIES FOR SENIOR CITIZENS AT CITY PARKS IN AREAS OF THE CITY WITH CONCENTRATED POPULATIONS OF SENIOR CITIZENS.</p>	<p><i>G. 2.</i></p>

At the regular meeting of the Parks Commission on December 12, 2011, the following action was approved: move to recommend to the Common Council an amendment to the Comprehensive Outdoor Recreation Plan: 2025 to provide outdoor recreational facilities for senior citizens at City parks in areas of the City with concentrated populations of senior citizens.

Over the past few months, the Parks Commission has been exploring the concept of a Senior Citizen Park, and the provision of outdoor recreational opportunities for Franklin's growing senior population within existing City parks. A consensus has been reached by members of the Parks Commission to recommend to the Common Council the purchase of outdoor fitness equipment appropriate for seniors at Lions Legend Park. Only this location is recommended by the Parks Commission at this time because of its close proximity to the senior lunch program at City Hall, various programs offered to seniors at the Franklin Public Library, and nearby senior housing developments. Senior housing developments located within the two mile service radius of Lions Legend Community Park include: Brenwood Park; Forest Hill Highlands; and Sacred Heart at Monastery Lake. It is envisioned additional parks will be considered for similar fitness equipment at some point in the future, and an additional amendment to the Comprehensive outdoor Recreation Plan:2025 may be necessary at that time.

On Monday, November 28, 2011, Staff asked Cal Patterson, Director of Finance, whether or not the purchase of outdoor fitness equipment for Lions Legend Park could be partially financed by the use of impact fees. Mr. Patterson confirmed Staff's estimation that impact fees could not be used to purchase the equipment, as outdoor fitness equipment is not listed as a, "Need to Serve New Development to 2025" for Lion's Legend Park within Table 6.1 of the *Comprehensive Outdoor Recreation Plan: 2025*.

If the City wishes to pursue the possibility of outdoor fitness equipment for Lions Legend Park, then Staff recommends an amendment to the *Comprehensive Outdoor Recreation Plan: 2025* (CORP). The CORP should at least be amended at Table 6.1 to add recreational equipment or facilities the Parks Commission feels are, "Needs to Serve New Development."

At the November 14, 2011, meeting of the Parks Commission it was agreed on general consensus to invite a representative from Miller & Associates-Sauk Prairie, Inc. to the December 12, 2011 meeting of the Parks Commission for a presentation on physical fitness products targeting the senior community. Staff has postponed this invitation until consensus is reached on the nature and extent of the envisioned Comprehensive Outdoor Recreation Plan amendment.

COUNCIL ACTION REQUESTED

A motion to direct staff to prepare the appropriate resolutions and ordinance to amend the *Comprehensive Outdoor Recreation Plan: 2025* to provide outdoor recreational facilities for senior citizens at City parks in areas of the City with concentrated populations of senior citizens, and to schedule the ordinance for public hearing before the Common Council.

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">02/07/12</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">PLANNING DEPARTMENT 2012 ANNUAL REPORT, REVIEW OF PERMITS AND APPLICATIONS, SPECIAL PROJECTS AND COMMUNITY GROWTH ISSUES (2007 THROUGH 2011 OVERVIEW INCLUDED)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.3.</i></p>

The attached information will also be presented to the Plan Commission at its February 9, 2012 meeting. This report is intended for informational purposes only, action on this matter is not required.

COUNCIL ACTION REQUESTED

No action required.

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Planning Department Annual Report: 2011

Prepared for:

Mayor Thomas M. Taylor
City of Franklin Common Council

Prepared by:

City of Franklin Planning Department

City of Franklin Vision Statement: The City of Franklin's vision is to enhance the quality of life for present and future generations by providing economic growth through the highest quality of residential, recreational, and business development in Southeastern Wisconsin. *(Adopted by the Common Council April 25, 2009, and included by reference in the City of Franklin 2025 Comprehensive Master Plan)*

City of Franklin 70/30 Goal: That it remain a goal of the Common Council to obtain the 70/30 ratio of residential to commercial assessed valuation. *(Motion passed by the Common Council June 29, 2005, and included by reference in the City of Franklin 2025 Comprehensive Master Plan)*

City of Franklin 2025 Comprehensive Master Plan: Franklin's prominent location adjacent to the Milwaukee – Chicago corridor, as well as the availability of vacant and developable land, makes the City a very attractive, high quality area for business opportunities. *(excerpt from Chapter 4: Economic Development)*

INTRODUCTION

The City of Franklin's Planning Department oversees planning and zoning activities and is responsible for the administration of the Unified Development Ordinance and implementation of the Comprehensive Master Plan. The Department's role includes the dissemination of this information to the public and coordination with other City departments, boards, commissions, public officials, and applicants to ensure the timely review of projects.

Specifically, the Planning Department is responsible for providing planning, zoning, and development-related support to the Mayor and Common Council and primary staff support to the Plan Commission, the Board of Zoning and Building Appeals, the Environmental Commission, the Franklin Trails Committee, and the Parks Commission. The Department also provides assistance to the City Attorney's Office for the Community Development Authority and the Forward Franklin Economic Development Committee.

It can be noted that much of the Planning Department's activities result in ordinances and/or resolutions that are adopted by the Common Council and are incorporated into the City's rules and regulations. For instance, in 2011, 50 percent of the ordinances adopted by the Common Council were

researched/prepared by the Department (15 of 29), and 34 percent of the resolutions approved by the Common Council were researched/prepared by the Department (25 of 87).

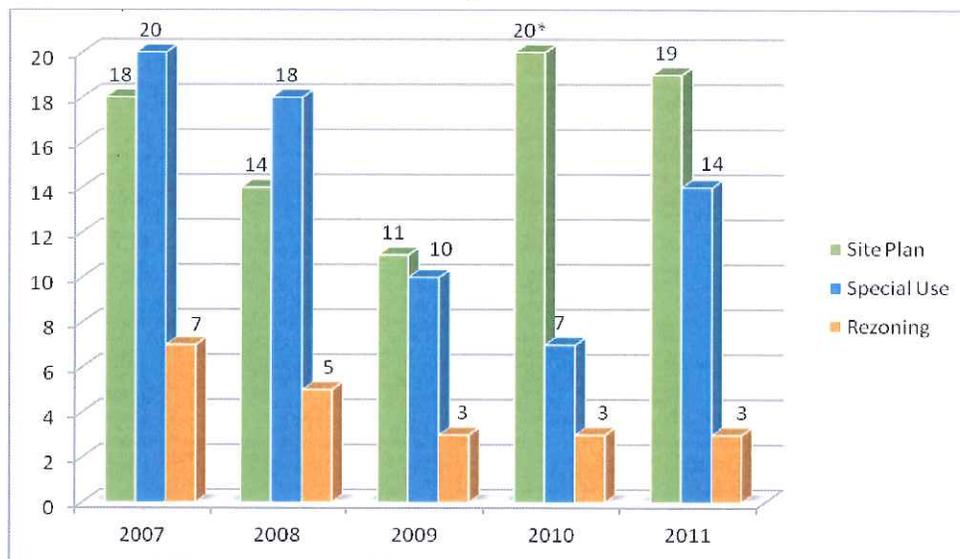
The Planning Department also reviews all development proposals within the City. Although the effects of the national recession of 2007 – 2009 are still being felt by local units of government across the country, including the City of Franklin, the City appears to have fared better than many other communities. In 2011, the projects reviewed by the Planning Department had an estimated combined value of about \$18.7 million. This compares to about \$23.5 million of development proposed in 2010, about \$13.0 million in 2009, and about \$27.4 million in 2008. The 12 projects which comprise the majority of the \$18.7 million value in 2011 are noted throughout this report.

This report provides a summary of the Planning Department’s activities during 2011 related to the review of permits and applications, special projects, and community growth issues. To put the activity in some perspective, the report also contains information from previous years.

ZONING AND LAND DIVISION ACTIVITIES

While Site Plan and Special Use applications were at the forefront of Department reviews in 2011, the number of Rezoning, Subdivision Plat, and Certified Survey Map application reviews were significantly below historic levels. It is interesting to note that the number of Rezoning, Certified Survey Map, Site Plan, and Special Use applications did not begin to decrease until a year or two after the start of the 2007 – 2009 recession, and that the number of Site Plan and Special Use applications appear to have now returned to historic averages. In comparison, the number of Subdivision Plat applications began to decline shortly before the recession of 2007 – 2009 and have still not recovered.

Figure 1



Number of Applications (* Revised Total)

Site Plans

In September 2010 the Common Council approved Ordinance No. 2010-2022 approving a Minor Site Plan Amendment process to allow for administrative (Planning Manager) approval of eligible minor changes to an approved Site Plan. This minor site plan amendment process proved effective in 2011 with 12 applications received that fit the criteria. Site Plan and Site Plan Amendments that were heard at a Board or Commission included seven in 2011, for a total of 19 applications for the year.

As shown in Figure 1, the number of Site Plan and Site Plan Amendments reviewed in 2011 remained comparable to previous years' and the historic average. Notable projects in 2011 include:



- Riverwood Professional Offices, two new buildings about 8,000 square feet and about 16,000 square feet in size, 3030-3130 West Rawson Avenue, construction cost unknown at this time.

Riverwood Professional Offices

- Baptista's Bakery, a 121,233 square foot building addition, 4625 West Oakwood Park Drive, *Building Construction Cost Estimate: \$11,000,000.*
- Maybar Manufacturing, a 10,938 square foot building addition, 4403 West Basswood Drive, *Building Construction Cost Estimate: \$350,000.*

Special Uses

As shown in Figure 1, the number of Special Use and Special Use amendments reviewed in 2011 had increased over that of the previous couple of years, and is once again approaching the historic average. Notable projects in 2011 include:

- Planet Fitness of Milwaukee, LLC, for a physical fitness facility use located at 6525 South 27th Street, *Building/Tenant Alteration Cost Estimate: \$341,000.*
- Anytime Fitness, for a physical fitness facility use located at 6538 South Lovers Lane Road, *Building/Tenant Alteration Cost Estimate: \$180,000.*
- Steele Solutions, Inc., 35,118 square foot building addition, 9909 South 57th Street, *Building Construction Cost Estimate: \$1,216,000.*
- Boucher Volkswagen, Inc., 13,884 square foot building addition, 6420 South 108th Street, construction cost unknown at this time.



Boucher Volkswagen

Rezoning

As shown in Figure 1, the number of rezonings has remained steady over the past few years, but is below the historic average. These consist of:

- United Financial Group, Inc. requested rezoning of property located at approximately 8719 West Forest Hill Avenue from R-5 Suburban Single-Family Residence District to R-7 Two-Family Residence District.
- New Hope Community Church, Inc., 11255 West St. Martins Road, requested rezoning from VB Village Business to I-1 Institutional District. *(This submittal is pending final documentation.)*
- City of Franklin Water Utility requested rezoning of land located at 7401 West Puetz Road from R-3 Suburban/Estate Single-Family Residence District to I-1 Institutional District.

Four requests for amendments to Planned Development Districts were submitted in 2011 (similar to previous years and the historic average), were presented to the Plan Commission, and were approved by the Common Council. These consist of:

- CommonBond Acquisition LLC, received approval to amend Planned Development District No. 22 (Clare Meadows) to allow for and add a three-story 30 unit senior independent living apartment building (Franklin Meadows) at approximately 7704 South 51st Street. *Building Construction Cost Estimate: \$1,500,000.*
- United Financial Group, Inc. continues development within Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.). In 2011 they received approval to allow zero foot lot line setbacks from interior property lines for buildings and parking areas, to shift the northeastern boundary of the District 60 feet to the west, and a new building at 9095 West Highland Park Avenue. *Building Construction Cost Estimate: \$1,063,000.*
- Rawson LLC and Franklin Centre Wisconsin LLC was granted approval to amend Planned Development District No. 16 (Franklin Centre), property located at 7199 South 76th Street, to allow zero foot lot line setbacks from interior property lines for buildings and parking areas and to allow construction of a future retail building next to Office Max.
- Gordon Food Service Marketplace Realty Five LLC's request to amend Planned Development District No. 10 (Riverwood Village) to allow construction of a Gordon Food Service Marketplace Store at approximately 6919 South 27th Street was under review during 2011 *(approval is anticipated in 2012).*

Certified Survey Map and Subdivision Plat Activity

The same as last year, and similar to the past few years, eight applications were received in 2011 for Certified Survey Maps (8 in 2010, 7 in 2009, 8 in 2008, and 13 in 2007). Three of the Certified Survey Map applications created 3 new lots (one residential lot and 2 commercial lots), two Certified Survey Map applications were re-divisions of existing lots, two Certified Survey Maps involved combination of two lots into one, and one Certified Survey Map involved a request to divide one lot into two *(but was placed on hold at the request of the applicant).*

Four of the requests for Certified Survey Maps also involved Planning Department review and Common Council approval of Conservation Easement agreements.

Additionally, the approval of Franklin Meadows Senior Apartments, a three-story, 30 unit senior independent living apartment building located within Planned Development District No. 22 (Clare Meadows) required staff review of the Natural Resource Protection Plan, and required a Conservation Easement Agreement approval by the Common Council prior to occupancy (*submittal pending*).

The City received one request to condominiumize an existing two-family residential property.

- Waterstone Bank SSB located at 9030-9032 South Cordgrass Circle East.

As shown in Figure 2, no new applications were submitted in 2011 for subdivision plats, continuing a trend which had begun in 2009.

Figure 2

Residential Final Plat Approvals (2007-2011)				
Note: These are based upon final approvals from the Common Council. (Includes Residential Condo Plats)				
Year	Total Plats Approved	Single-Family	Condo Units	Total Units
2007	5	48	44	92
2008	1	24	0	24
2009	0	0	0	0
2010	0	0	0	0
2011	0	0	0	0

Board of Zoning & Building Appeals

Slightly less than last year and most previous years (as shown in Figure 3), ten applications were submitted for Board of Zoning & Building Appeals review in 2011.

Figure 3

<u>Board of Zoning & Building Appeals</u>	
Year	Total Applications
2007	12
2008	14
2009	10
2010	11
2011	10

Applications to the Board of Zoning and Building Appeals for 2011 included requests for variances to setback or location requirements for accessory structures and building construction/additions.

Unified Development Ordinance Text Amendments

Review and recommendation of text amendments to the Unified Development Ordinance are one of the specific tasks assigned to the Planning Department. These are generally significant as they often reflect a revision of the parameters by which development may occur in Franklin. The 12 amendments reviewed in 2011 is less than last year and previous years (14 in 2010, 9 in 2009, 21 in 2008, and 20 in 2007). In addition to the three rezonings and four PDD amendments previously noted in this report, and the one text amendment to allow truck rental and leasing as a special use in the B-4 zoning district (which was not approved by the Common Council), four City sponsored text amendments were undertaken by the Planning Department in 2011:

▶**Ordinance No. 2011-2043**, to reduce off-street parking space and on-site queuing requirements for non-residential uses.

▶**Ordinance No. 2011-2044**, to comply with 2009 Wisconsin Act 376 provisions relating to modifications to platting process requirements for subdividers, including, but not limited to approval timing, development phasing and financial security.

▶**Ordinance No. 2011-2045**, to allow veterinary services specialties as a Special Use in the VB Village Business District; to allow animal specialty services as a Special Use in the B-2 General Business District, B-3 Community Business District, B-5 Highway Business District and OL-2 General Business Overlay District; and to allow miscellaneous retail stores not elsewhere classified as a Permitted Use in the B-5 Highway Business District.

▶**Ordinance No. 2011-2053**, to further refine the Minor Site Plan Amendment process.

Miscellaneous

Slightly more than last year and previous years, five Concept Reviews were presented to the Common Council in 2011 (4 in 2010, 3 in 2009, 5 in 2008, and 2 in 2007).

- Franklin Meadows, located at 7704 South 51st Street, a 27,270 square foot, 3 story, 30-unit senior apartment building.
- Gordon Food Service Marketplace Store, located at 6919 South 27th Street, to add an approximately 16,000 square foot Gordon Food Service Marketplace Store and a potential 8,000 square foot future retail building.
- Integrated Aquaponics, LLC, a proposed aquaponics/indoor controlled environment agriculture development to be located at 3617 West Elm Road.
- DEVO Properties/Rawson Development LLC, an approximately 6,700 square foot multi-tenant (three or four tenants are ultimately envisioned) retail building for property located at approximately 5300 West Rawson Avenue.
- Mr. John Klement, a mixed use development proposed at approximately 7000 W. Rawson Avenue on behalf of the property owner, Scan Partnership, LLC. Preliminary plans proposed a 150 to 160 unit senior living apartment complex, a memory center, and two separate buildings for future retail uses.

Less than last year and most previous years, eight Temporary Use applications were submitted in 2011 (11 in 2010, 10 in 2009, 11 in 2008, and 4 in 2007). Two of the proposals were reviewed by Plan Commission.

- Home Depot U.S.A., Inc., a request for outdoor seasonal sales of plant goods and commodity bagged goods from April 8, 2011, through July 15, 2011, upon property located at 6489 South 27th Street 6489 South 27th Street.
- Andy's Gas Station, a request to allow temporary storage within two vacant tenant spaces within the convenience store, located at 5020-5030 West Rawson Avenue.

Significantly less than last year and previous years (57 in 2010, 44 in 2009, 41 in 2008, and 25 in 2007), 24 businesses applied to the City of Franklin in 2011 for zoning compliance permits to locate within, relocate, or expand operations in existing commercial/retail sites. Notable examples included:

- AAA Wisconsin, 6501 South 27th Street, Building/Tenant Alteration Cost Estimate: \$125,000.
- Dunham's Sports, 6525 South 27th Street, Building/Tenant Alteration Cost Estimate: \$300,000.
- Transportation Security Administration, 9809 S. Franklin Drive, Suite 104 & 200, Building/Tenant Alteration Cost Estimate: \$172,000.
- South Shore Orthopedics, 9120 West Loomis Road, Suite 100, Building/Tenant Alteration Cost Estimate: \$115,000.
- Target (grocery section expansion), 7800 South Lovers Lane Road, Building/Tenant Alteration Cost Estimate: \$750,000.



Dunham's Sports

Additional businesses approved via Zoning Compliance Permits and new to the City in 2011 include:

First Choice Coffee Services, 5008 W. Ashland Way
Advanced Technologies, 6503 S. 27th Street
Purse-Nickety, LLC, 7121B S. 76th Street
ECS Services, Inc., 9614 S. Franklin Drive
Marcus Cinemas of WI, LLC, 8910 S. 102nd Street
LGO Global Sourcing, LLC, 5695 W. Franklin Drive
L-Squared Auto Sales, LLC, 2713 West Elm Road
Pain Management, 8153 S. 27th Street, Suite 500
Driver Evaluation Clinic LLC, 2820 W. Rawson Avenue

Zoning enforcement actions/complaints filed with the Planning Department increased to 43 in 2011. This is more than most previous years (29 in 2010, 41 in 2009, 51 in 2008, and 37 in 2007). It is interesting to note that the number of complaints prior to the recession of 2007 – 2009 were significantly less than current numbers. It is also important to note that a significant commitment of staff time is required in the research and resolution of most zoning enforcement actions.

PLANNING ACTIVITIES

In addition to the zoning, land division, and ordinance revision related responsibilities noted earlier in this report, the Planning Department is also charged with the duty of helping guide the City's long-range planning activities. While this duty is often associated with implementation of the recommendations contained within the City's Comprehensive Master Plan, other similarly important tasks are often assigned to the Department by the City as noted below.

Comprehensive Master Plan

On October 21, 2009, the Common Council adopted the City of Franklin 2025 Comprehensive Master Plan as a guide to direct future actions of the City as they may relate to planning, zoning, land division, and official mapping. The same as last year, four amendments of the City of Franklin 2025 Comprehensive Master Plan were undertaken in 2011 as noted below.

▶ **Ordinance No. 2011-2039**, to incorporate the Comprehensive Outdoor Recreation Plan: 2025 for the City of Franklin, Milwaukee County, Wisconsin.

▶ **Ordinance No. 2011-2040**, to change the City of Franklin 2025 Future Land Use Map for property located at the southeast corner of West Forest Hill Avenue and West Highland Park Avenue, in and adjacent to Planned Development District No. 31 (Foresthill Highlands/United Financial Group, Inc.), from Residential to Residential Multi-family.

▶ **Ordinance No. 2011-2048**, to change the City of Franklin 2025 Future Land Use Map for property located at 11255 West St. Martins Road from Mixed Use to Institutional.

▶ **Ordinance No. 2011-2061**, to incorporate the Pleasant View Elementary Safe Routes to School Implementation Guide as a guideline reference within the Comprehensive Master Plan.

Comprehensive Outdoor Recreation Plan Update

One of the more important recommendations of the 2025 Comprehensive Master Plan was to update the City of Franklin's Comprehensive Outdoor Recreation Plan. This update became a primary focus for the Planning Department in the latter half of 2010 and the first half of 2011. Significant tasks and milestones in 2011 included:

- Completion of the Plan's 10 chapters and numerous maps.
- Hosting of an open house in January to obtain public input about the draft plan.
- Presentation of the draft plan to the Parks Commission and Plan Commission in February for their review and approvals.
- Hosting of a public hearing in March to obtain formal public input and comment on the final draft plan.
- Presentation of the final draft plan to the Common Council in April for their review and approval.
- Printing and distribution of the plan in May.

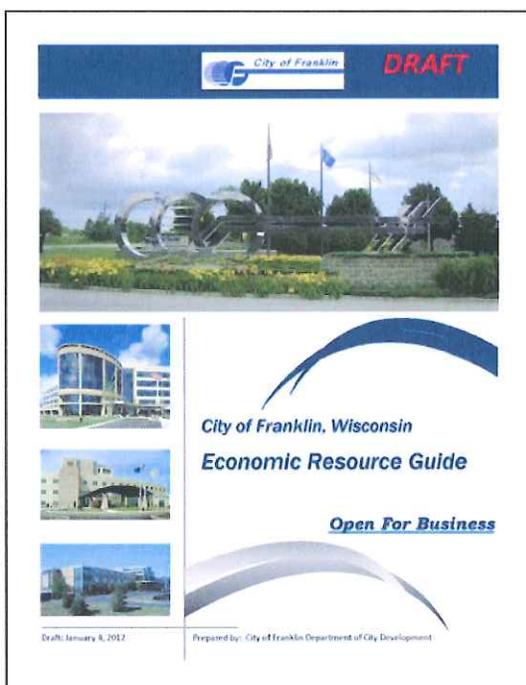
The new Comprehensive Outdoor Recreation Plan was in particular an update of:

- The park, open space, outdoor recreation, trail, and natural resource protection principles, goals, objectives, and standards of the Plan based upon sound planning principles and public input.
- The inventory of existing public and private park, open space, and outdoor recreation sites and facilities within the City.
- The needs assessment for future parks, open space sites, and outdoor recreation facilities within the City.
- The recommendations of, and preliminary cost estimates for, implementation of the new Plan.

The adopted plan is an update of the City's previous park plan prepared in 2002, is intended to maintain the City's eligibility to apply for cost sharing (grant) programs such as Wisconsin's Stewardship Program, and was also adopted as an amendment to the City's Comprehensive Master Plan.

Economic Development Initiatives

Although the City of Franklin has apparently weathered the effects of the 2007 – 2009 recession better than many other local communities throughout the country, the City has been significantly impacted nevertheless. To maintain the City's economic competitiveness in light of this situation, the Mayor has identified a number of economic development related initiatives for the City and has assigned tasks toward implementation of those initiatives to various boards and commissions, including the Planning Department. The Department has therefore undertaken, or has assisted other boards, commissions, or staff with, implementation of the following economic development related initiatives.



- Update of the City's website, particularly its Business page, as it pertains to demographic information, databases of development, and various tables, charts, and maps.
- Initiated a comprehensive revision and update of the City's Economic Resource Guide to ensure that it remains a useful tool for the City and a valuable source of information for existing and new businesses.
- Provision of information and data to the Community Development Authority and the Forward Franklin Committee to assist with their efforts towards those initiatives assigned to them.

Franklin Trails Committee

The Planning Department continued to staff the Franklin Trails Committee throughout 2011. This included the provision of assistance towards:

- *Completion of the Safe Routes to School Plan, Pleasant View Elementary School, City of Franklin, Wisconsin, Implementation Guide*, which was adopted by the Common Council on November 3, 2011.
- Application for a Safe Routes to School Mini Grant.
- The identification of future options (tasks, duties, assignments, etc.) for the Trails Committee.

ANTICIPATED PROJECTS IN 2012

Major projects envisioned for the Planning Department in 2012 include:

- Continued work on, and a greater assignment of resources toward, the economic development related initiatives identified by the Mayor and the Common Council. This will likely include:
 - Completion of the updated Economic Resource Guide.
 - Preparation of a City of Franklin Amenities Map, which would display those resources, services, businesses, etc. in the City which are often of importance to businesses within or considering location to the City.
 - Compilation and update of a comprehensive list of all businesses within the City.
 - Maintenance of the updated Business page, and economic development related tables, charts, and maps, on the City's website.
 - Continued provision of assistance towards those other boards, commission, and staff working on their economic development related initiatives, such as: a formalized economic incentives program; a business retention and recruitment program; creation of additional economic development strategies; and preparation of additional marketing materials.
- Continued staffing of and provision of assistance to the Franklin Trails Committee.
- Continued research/preparation of UDO Text Amendments to further improve and/or streamline the development review process within the City, possibly to include: clarification and simplification of the relationship between site plans and special uses; further natural resource mapping/standard revisions; revision of accessory structure standards; etc.
- Periodic review of the various components of the Comprehensive Master Plan to ensure that they continue to reflect the directives and policies of the City of Franklin. This may include review of the Crossroads Plan, the 27th Street Plan, the Civic Center District, etc.

PLANNING DEPARTMENT PROJECT TRACKING

Attached is a table compiled by Planning Department staff of the types of projects which the Department reviews.

However, it should be noted that Department project tracking has been difficult to tabulate consistently due to procedural changes that have occurred during previous years and because of the diversity of applications that the Department receives. Projects submitted to the Department in the past would often times be tracked as a single project, even though it would consist of a number of separate applications. For example a single project could include a certified survey map, a Natural Resource Protection Plan, easements, a rezoning, and a Comprehensive Master Plan amendment. Presently, the Department tracks all applications within a project separately.

The figures documented for 2011 and for future years will reflect this diversity of reviewing applications and corrections to previous years totals are on-going.

PLANNING DEPARTMENT Project Tracking	2007	2008	2009	2010	2011
COMMON COUNCIL ORDINANCES:					
UDO Text Amendments	9	12	4	7	5
CMP Amendments	NA	NA	1	4	4
Rezoning	6	4	1	3	3
PDD New/Amendments	1/4	1/4	2/2	0/4	0/4
COMMON COUNCIL RESOLUTIONS:					
Certified Survey Map/Land Combination	12/1	5/3	6/1	8/0	8/0
Plat – Condominium/Preliminary	3/2	0/1	2/0	0	1/0
Plat – Final	3	1	0	0	0
Plat – Preliminary Revised	0	0	0	0	0
Easements (Conservation , Cross Access, Releases)		7	7	5	4
Landscape Review		1	1	0	0
Mitigation			1	0	0
Natural Resource Special Exception	4	1	2	2	0
Special Use / Special Use Amendments	16/4	7**/11**	4/6	6/1	11/3
Vacation-Street or ROW	0	3	2	0	0
COMMON COUNCIL ACTION:					
Concept Review	2	5	3	4	5
Determinations/Approvals not listed elsewhere		2	0	1	0
COMMISSION RESOLUTION:					
Building Move	0	0	1	0	0
Master Sign Program New/Amendments	3	0	4	0/1	0/1
Monument Sign/Signage	8	3	0	5	0/1
Site Plan/ Site Plan Amendments	11/7	4/10	5/6	3/15	1/6
Landscape Plan Approval			0	1	1
Accessory Use		0	1	0	0
Temporary Use: Dept/Commission approval	4	11	4/6	5/6	6/2
PLAN COMMISSION ACTION:					
Determinations/Approvals not listed elsewhere		3	0	0	3
BOARD OF ZONING & BLDG APPEALS:					
Variances	7	11	8	11	10
Non-Conforming Use		1	1	0	0
Area Exception	5	2**	1	0	0
DEPARTMENT APPROVED:					
Minor Site Plan Dept Approved	n/a	n/a	n/a	2	12
Building Permit Review	57	70*	56	72	59
NRPP Reviews: Consultant/Staff review	16	7	6	3/5	0/5
Home Occupation	10	1	4	11	6
Zoning Compliance	25	41	44	57	24
Zoning Letter	11	9*	6	10	14
Extraordinary Event Special Event		3	8	4	4
Complaints	37	51	41	29	43
PROJECT TOTALS:	273	295**	248**	285**	246
MEETINGS:					
Consultation meetings	52*	105	183	286	231
Boards & Commission Meetings	122	74	78	114	101

NA=Not Applicable

Blank Cells = Undetermined

*Totals not confirmed

**Corrected #

Totals by application year
(rev 1/2012)med

<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/07/12</p>
<p>Reports and Recommendations</p>	<p>Discussion of public funding sources for 27th Street Corridor (such as TIF, special assessments, or other) (Ald. Solomon)</p>	<p>ITEM NUMBER</p> <p><i>G.4.</i></p>

Alderman Solmon has requested that discussion of public funding sources for 27th Street Corridor (such as TIF, special assessments, or other) be placed on the Common Council agenda.

COUNCIL ACTION REQUESTED

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/7/12
Reports & Recommendations	SUBJECT: Extension of Memorandum of Understanding relative to the scheduling and operation of the ball field located south of the Public Works Garage – 7979 W. Ryan road	ITEM NO. G.5.

BACKGROUND/ANALYSIS

On April 4, 2011 the Common Council approved a Memorandum of Understanding with Franklin Force to handle the scheduling and operation of the two ball fields located south of the Public Works Garage, 7979 W. Ryan Road. This Memorandum of Understanding was for a one year period.

ANALYSIS

It appears that the scheduling and operation of the ball diamonds was handled well and staff recommends that it be continued for an additional year with Franklin Force. Staff has met with Franklin Force and the staff from the Girl's Softball League and has worked out their scheduling problem to the satisfaction of both. The extended Memorandum of Understanding has the same terms and for an additional year.

OPTIONS

Approve
or
Deny

FISCAL NOTE

None

RECOMMENDATION

Motion to approve the Memorandum of Understanding for the 2012 use of the ball fields located south of the City of Franklin Department of Public Works Facility at 7979 W. Ryan Road.

JMB/db

MEMORANDUM OF UNDERSTANDING FOR THE 2012 USE OF THE SOFTBALL
FIELDS LOCATED SOUTH OF THE CITY OF FRANKLIN DEPARTMENT OF
PUBLIC WORKS FACILITY AT 7979 WEST RYAN ROAD

WHEREAS, there are two softball fields located on City of Franklin property south of the City Department of Public Works facility located at 7979 West Ryan Road, Franklin, Wisconsin, which were created by the Department of Public Works as part of the development of that City property to support the existing David R. Mayer Public Works building in the mid-1990's, the softball fields then replacing those historically existing on that City property in proximity to West Ryan Road for many years, which were removed in the construction process; and

WHEREAS, the historical softball fields on West Ryan Road were used, operated and maintained by the Franklin Lions Club for the provision of youth softball league purposes, which functions were continued by the Franklin Lions Foundation, Inc. for the existing softball fields located south of the Public Works facility; and

WHEREAS, the Franklin Lions Foundation, Inc. has ceased its youth softball league activities and advised the City that it will no longer provide operational and maintenance activities for the softball fields; and

WHEREAS, the property upon which the softball fields are located is City property designated for future Department of Public works facilities expansion, and is not currently needed for such purpose in the year 2012; and

WHEREAS, there is a primary public purpose served in the continuation of the use of the subject softball fields by the Franklin Public School District, as well as other resident and non-resident teams and persons, and in the undertaking of the operational and maintenance requirements by designated softball fields users, in lieu of such property remaining unused and awaiting Public Works Facility expansion, or the City undertaking the time and expense of such operational and maintenance requirements for use; and

WHEREAS, in addition to the Franklin Lions, the Franklin Public School District has used the subject softball fields for sports purposes and provided maintenance services to the property in consideration thereof, and the District wishes to continue that status; and

WHEREAS, the Franklin Common Council having considered a request from Franklin Force, Incorporated, a non-stock corporation operating a youth fast-pitch softball league, with its principal office located at 6538 South 46th Street, Franklin, Wisconsin 53132, to continue the use, operation and maintenance activities for the subject softball fields as were performed by the Franklin Lions Foundation, Inc., while recognizing the Franklin Public School District priority use thereof, and having approved of same for the year 2011, has determined it appropriate and reasonable to continue the authorization of such use for the year 2012.

NOW, THEREFORE, it is hereby understood and agreed, by the undersigned, as follows:

1. Franklin Force, Incorporated is hereby designated as a user of the softball fields located south of the Public Works facility at 7979 West Ryan Road, Franklin, Wisconsin, as depicted upon the map annexed hereto as Exhibit A, for the purposes of its youth fast-pitch softball league game and practice activities.
2. In consideration of such designation, Franklin Force, Incorporated, agrees as follows:
 - a. It shall provide a certificate of insurance evidencing it being an insured by an authorized insurance carrier against all liability in any way arising from or pertaining to its use or activities as set forth in this Memorandum, whatsoever, in the general format of the youth sports league insurance industry standard insurance policy as was previously maintained by Franklin Lions Foundation, Inc., in the minimum limit amount of \$1,000,000, naming the City of Franklin as an additional insured, which certificate shall be filed with the office of the City Clerk.
 - b. It shall provide all scheduling services required for the use of the subject softball fields by others for youth game and practice activities, which scheduling shall provide that the use by the Franklin Public School District shall be primary.
 - c. It shall provide user scheduling on a first come first serve basis.
 - d. It shall not charge any fee to any user.
 - e. It shall require any user to file a certificate of insurance meeting the terms of subpar. a. above with the office of the City Clerk prior to any use. This provision does not apply to the Franklin Public School District.
 - f. It shall provide all reasonably necessary maintenance of the property supporting the softball fields, and the bleachers, benches, fences, and two shed-like structures (located between the fields to the north) thereon, including grass cutting, field marking and any other maintenance necessary so that the property is safe for users and attendees and reasonably neatly kept, except for those maintenance activities to be undertaken by the District as set forth under par. 3. below.
 - g. It shall provide a portable toilet facility and the maintenance thereof to serve persons on the property at its cost, following and after the provision of such facility by the Franklin Public School District as set forth under par. 3. below.

- h. It shall provide all necessary trash collection and disposal services for the property at its cost.
 - i. It may provide for food and drink and other traditional baseball field use concessions sales on the softball fields property, provided that such use is approved in advance by the City Health Department pursuant to all laws, rules, regulations and codes.
 - j. It may provide signage on the softball fields property, provided that such use is approved in advance by the City Building Inspection Department and/or Architectural Review Board pursuant to all laws, rules, regulations and codes.
- 3. Franklin Public School District is hereby designated as a user of the subject softball fields and in consideration thereof, agrees to provide all grass cutting reasonably and seasonably required on the property for the year 2012; to provide a portable toilet and the maintenance thereof on the property at its cost during the months of April and May, 2012. The District owned aluminum team benches shall remain on the property all year. The District shall have access to the two shed-like structures (located between the fields to the north) for use related equipment storage.
- 4. Franklin Force, Incorporated agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Force, Incorporated shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Force, Incorporated, its officers, directors, employees, agents and consultants with respect to this Memorandum.
- 5. Franklin Public School District agrees that its use and activities as set forth herein and all matters in any way related thereto shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local. To the fullest extent permitted by law, Franklin Public School District shall defend, indemnify and hold harmless the City, the City's officers, employees, agents, boards, commissions and agencies from and against all costs, losses, and damages caused by the negligent or intentional and wrongful acts of Franklin Public School District, its officers, directors, employees, agents and consultants with respect to this Memorandum.
- 6. Franklin Public School District and Franklin Force, Incorporated acknowledge that their respective uses should not encroach upon the private properties adjoining the softball fields property to the east. Franklin Force, Incorporated agrees to notify users scheduled by it of the existence of such private properties and that they should not be encroached upon.

7. Franklin Force, Incorporated is an independent contractor and all persons furnishing services to Franklin Force, Incorporated are employees of, or independent subcontractors of, and/or volunteers of Franklin Force, Incorporated and not of the City of Franklin.
8. Franklin Public School District is an independent contractor and all persons furnishing services to Franklin Public School District are employees of, or independent subcontractors of, and/or volunteers of Franklin Public School District and not of the City of Franklin.
9. The Franklin Force, Incorporated contact person for scheduling and all other matters hereunder shall be Natalie Versnik, to be contacted at telephone number 414-427-8333, which information shall be publicly posted.
10. This Memorandum of Understanding shall terminate on December 31, 2012. This Memorandum of Understanding may be terminated earlier by the City of Franklin Common Council upon any determination in its sole discretion, as it may apply to any user of the subject property, individually, jointly or severally, that there has been as substantial breach of any governmental laws, statutes, decisions, codes, rules, orders, and ordinances, or any provision hereof as it may factually apply to such user(s), upon written notice to the subject user(s).

Franklin Force, Incorporated

By: _____
Mark Geinopolos, President

Dated: _____

Franklin Public School District

By: _____
Mark Cloutier, Manager of
Buildings And Grounds

Dated: _____

City of Franklin

By: _____
Thomas M. Taylor, Mayor

Dated: _____

By: _____
Sandra L. Wesolowski, City Clerk

Dated: _____

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/7/12
Reports & Recommendations	SUBJECT: Authorization to select a Professional Services Consultant to provide Supervisory Control and Data Acquisition (SCADA) for the City's Sanitary Sewer and Water Systems.	ITEM NO. <i>G.6.</i>

BACKGROUND

The 2012 budget contain funding in the Sanitary Sewer Budget and Water Utility Budget to purchase a new SCADA System to accumulate data from the sanitary sewer lift stations and operate, control and accumulate data for the water utility's system.

ANALYSIS

The Water Utility first acquired a SCADA system when the Drexel Tower was constructed in the early 1980's. The first system was Kamp System. In the early 1990's the first SCADA System was replaced with the present Hydro-Link System which is now 20 years old. The Hydro-Link System has been an excellent system, but has reached the point that the software is no longer being supported. The day to day operations of the water utility depend on the computer driven SCADA System to operate the water system. It is recommended that the Mayor appoint an interview/selection committee which will make a recommendation to the Common Council for the selection of a consultant for a SCADA replacement system based on the quality based selection process. It will also be necessary for the Board of Water Commissioners to approve selection as the cost of the SCADA System will be shared based on the usage level between Sanitary Sewer and Water Utility.

OPTION

Approve
Or
Deny

FISCAL NOTE

Funds are available in the 2012 budget within the Water Utility and Sewer Fund.

RECOMMENDATION

Motion to authorize the selection of a Professional Services Consultant based on the quality selection process to assist in the preparing of the design and specifications of a Supervisory Control and Data Acquisition (SCADA), with the Mayor selecting the committee which will make a recommendation to the Common Council.

JMB/pw
Encl.

OFFICIAL NOTICE
REQUEST FOR STATEMENT OF INTEREST AND QUALIFICATIONS
DEVELOP AND IMPLEMENT SCADA UPGRADE OF
SANITARY SEWER AND WATER SYSTEMS
CITY OF FRANKLIN, WISCONSIN

Sealed Statements of Interest and Qualifications (SOIQ) will be received by the City Engineer in the office of the City Clerk, Franklin City Hall, 9229 W. Loomis Road, Franklin, Wisconsin 53132, up to 11:00 a.m. on Thursday, March __, 2012 to achieve the following:

The City is planning to replace its current, 20-year old Supervisor Control and Data Acquisition (SCADA) telemetry system that is used to monitor and control its water system and monitor its sanitary sewer system. It desires to upgrade to a non-proprietary type SCADA system that will be easily modified and expandable for future growth.

The City reserves the right to reject any or all submittals and waive any irregularities. The receipt of a SOIQ by the City from an agent shall not obligate the City to continue in process with any respondent. The City reserves the sole right to evaluate any submittals responsive to the request for SOIQ, not to award any contract, to re-issue additional requests, or to discontinue any negotiations or the award of any contract at the City's discretion, without penalty. The City of Franklin is not liable for any cost incurred by the agent in replying to the SOIQ.

Copies of the SOIQ may be obtained by contacting the City Clerk's Office at 9229 W. Loomis Road, Franklin, WI 53132 or by emailing jvandenboom@franklinwi.gov.

Each consultant must submit an original Proposal with five (5) copies in a sealed envelope bearing on the outside the name of the firm and full address and stating SOIQ as SCADA Upgrade. These are to be addressed to the City Clerk's Office at 9229 W. Loomis Road, Franklin, WI 53132.

February 2012

STATEMENT OF INTEREST AND QUALIFICATIONS

FOR

Professional Services to Develop and Implement a Supervisory Control and Data
Acquisition (SCADA) Upgrade for City of Franklin Sanitary Sewer System and Water System

Issued by:
City of Franklin

Proposals must be submitted no later than
12:00 p.m. local time on _____

Late proposals will be rejected.

Issued: _____

GENERAL INFORMATION

The City of Franklin Water & Sewer Department has been operating with a SCADA system that is now approaching 20 years old. The HYDRO-LINK system has served both water and sanitary sewer departments very well in that time, but the system will soon be unsupported. Technology has obviously moved forward and I/O modules have been replaced with PLC's.

The current system consists of two elevated tanks, one booster station, three flow control stations, four metering stations, four lift stations and four wells. Telephone communication is currently used between all of the sites. The City is having installed one new booster pumping station to be placed on line this spring and abandoning ground water wells (water is purchased wholesale from the Oak Creek Water Utility). The City wishes to upgrade to a nonproprietary type SCADA system that will encompass both the water and sanitary sewer facilities. The new SCADA system will need to be easily expandable to allow for modifications to existing facilities as well as the addition of new facilities in the future.

CONSULTANT SELECTION:

The City is looking for a consultant who has completed similar projects. The City intends to receive proposals and select from three or more consultants to present their qualifications to a consultant selection committee. Please provide the following information:

1. Describe the services that your firm provides. This should include the location of the office(s), stating which office would be providing the services on this project and should include a listing of the staff that provides service to development and implementation of this project, with their educational background and professional registration.
2. Describe all that would be providing services on this project. This should also include any sub-consultant(s) that would be used. A flow chart would be helpful.
3. Describe your familiarity with the Department of Natural Resources approval process and the procedures regarding SCADA design and application.
4. List similar projects that the project engineer for this project has completed within the last five years and similar projects done by the office working on this project that have been completed within the last five years. Include a client contact with a phone number for each project.
5. Describe your anticipated project approach. This should include a schedule for completion of the services. Limit the answer to two pages.
6. This is a quality based selection. Fee rates and cost of service will be negotiated after selection.
7. Six (6) copies of the complete proposal shall be submitted.

SCOPE OF SERVICES:

- Consultant shall provide planning leading to detailed design, procurement and installation specifications.

1. Prepare project plans and specifications which shall include contractual requirements, specifications for all material, equipment procurement and software to be provided by the contractor/system supplier, a description of work to be completed at each site.
 2. Advise the City as to the need/implementation of an on-site radio path survey.
 3. Incorporate system control from remote locations using internet connectivity.
 4. Prepare a cost estimate for the project, adjusting the scope of the project as needed to stay within budget constraints.
 5. Respond to questions from control system suppliers, contractors and vendors, coordinating with the City and providing additional information as required during the bidding process.
 6. Attend two public information meetings – one for the Water Commission and one for the Common Council.
- Consultant shall provide services during system development and construction.
 1. Review and approve system shop drawings and technical submittals.
 2. Review contract requirements at a pre-construction meeting including task/calendar schedule.
 3. Develop requirements and attend Factory Acceptance Testing of all signals and controls.
 4. Review and approve pay requests and change orders.
 5. Develop a schedule of anticipated visits to sites to enable a design acceptance of conformance to plans and specifications.

SUBMITTAL REQUIREMENTS:

Please submit six (6) complete sets of Statement of Interest Qualifications to the office of the City Clerk by 11:00 a.m. on _____.

All other questions and related correspondence should be directed to:

John M. Bennett
Director of Public Works
9229 W. Loomis Road
Franklin, WI 53132
(414) 425-7510
jbennett@franklinwi.gov

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/7/12
Reports & Recommendations	SUBJECT: Authorization to have the City contract to install the final lift of asphalt for the Wellness Center located in the general vicinity of S. 102nd Street and W. Falcon Lane, with cost to be taken out of the development's letter of credit.	ITEM NO. <i>G. 7.</i>

BACKGROUND

Please be advised that staff has made arrangements with the bank holding the Wellness Center letter of credit and the developer of the Wellness Center for the installation of the final lift of asphalt. Please note that the Wellness Center contains the Showtime Cinema and the Innovative Health Center. The development is in receivership and not able to proceed to construct the final lift of asphalt.

ANALYSIS

It is staff's recommendation that in order to construct the final lift of asphalt in timely manner it is necessary for the City to step in to complete this project. The road surface is in need of the final lift of asphalt. The bidding for this project will be very similar to the Avian project; therefore, very little staff time will be necessary.

OPTIONS

Approve
or
Deny

FISCAL NOTE

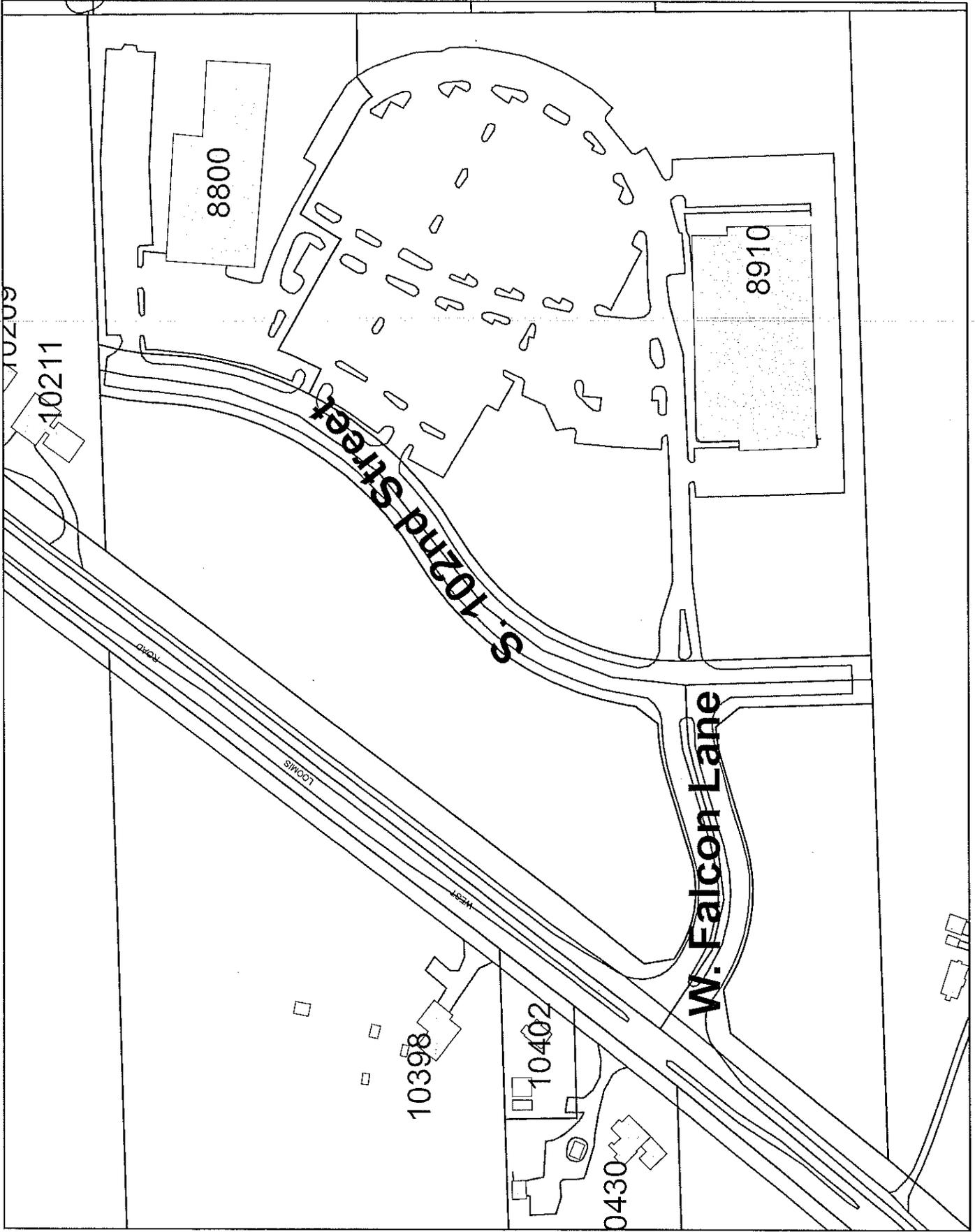
Staff has checked with the bank and they are willing to take the funding of the final lift of asphalt out of the letter of credit. Also, the developer has been contacted and has no objection of completing the final lift of asphalt by the City.

RECOMMENDATION

Motion to authorize staff to include the final lift of asphalt for the Wellness Center, with the understanding that the cost for the final lift of asphalt will be taken from the Wellness Center's letter of credit.

JMB/db

WELLNESS CENTER ASPHALT SURFACE



<p>APPROVAL</p> 	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/7/2012</p>
<p>REPORTS AND RECOMMENDATIONS</p>	<p>Revision to the City of Franklin Family Medical Leave Policy and Inclusion of the Policy in the Employee Handbook</p>	<p>ITEM NUMBER</p> <p>G.8.</p>

On December 19th, 2011 the Personnel Committee recommended approval of the revisions to the City's Family Medical Leave Policy.

The original Family Medical Leave Policy was written on July 29, 2003. Since that time there have been several changes in both State and Federal laws which need to be incorporated into the City policy. The key changes in the policy include:

1. Coverage for Domestic Partners. On 6/29/2009 Governor Doyle signed a budget bill that amended the WI Family and Medical Leave Act to include domestic partners. Employees are allowed to take up to two weeks of leave to care for a domestic partner or the parent of a domestic partner.
2. Military Family Leave Entitlements. On 1/28/2008 President Bush signed into law the National Defense Authorization Act. This Act requires employers to give up to 12 weeks of unpaid leave for certain reasons if a spouse, child or parent is on active duty or has been notified of an impending call to active duty. The Act also requires up to 26 weeks of leave to care for certain family members that have been injured in the line of duty.
3. Spouses Employed by the Same Employer. The Federal FMLA limits the amount of time off to employees that work for the same employer. Although this reference was already in our Employee Handbook, it was not in our Family Medical Leave Policy.

COUNCIL ACTION REQUESTED

Motion to approve the revisions to the City of Franklin Family Medical Leave Policy and Inclusion of the Policy in the Employee Handbook.

CITY OF FRANKLIN
FAMILY AND MEDICAL LEAVE POLICY

This is the policy of the City of Franklin ("the City") on the taking of family and/or medical leave by its employees. Eligible employees will be allowed up to twelve (12) workweeks of either unpaid leave or leave for which eligible employees may substitute their paid leave (e.g., vacation leave, sick leave, compensatory time) as required or allowed by Federal or State law. Leave may be taken for the birth of a child or the placement of a child for adoption or foster care or when a serious health condition is experienced by the employee or the employee's parent, spouse, domestic partner (WI law only), or child. Federal law also covers military family leave entitlements. The City administers this policy on a calendar year basis.

ELIGIBILITY FOR LEAVE

It is the policy of the City to provide employees with Wisconsin family or medical leave if they have worked for at least fifty-two (52) weeks and have ~~completed~~ been paid for at least 1,000 hours of employment in the preceding fifty-two (52) week period prior to the time leave begins. Employees will be eligible for family and medical leave under Federal Law if they have worked for the City for at least 12 months and have completed physically worked at least 1,250 hours of employment in the twelve (12) months prior to the time leave begins.

~~Both types of leave will run concurrently, whenever legally permitted, as well as with any leave provided by City policy or union contract. All or a portion of the period of Family and Medical Leave may be paid in certain instances.~~

AMOUNT OF LEAVE AVAILABLE

Employees are generally entitled to unpaid leave or leave for which they may substitute accrued paid leave (e.g., vacation leave, sick leave, paid time off, compensatory time) during a twelve (12) month period for any one any or a combination of the following reasons, i.e., time off under A, B, ~~and/or C~~ and/or D.

Both Federal and State leave will run concurrently, whenever legally permitted, as well as with any leave provided by City policy or union contract. All or a portion of the period of Family and Medical Leave may be paid in certain instances.

A. Birth or Placement for Adoption or Foster Care of a Son or Daughter.

Employees are entitled to up to twelve weeks of unpaid leave under the Federal Law and up to six weeks of leave under Wisconsin Law for the birth or placement for adoption or foster care of a child with the employee. This leave will be unpaid unless the employee elects to substitute his or her accrued paid leave as permitted by Wisconsin law. Leave

taken under the Wisconsin law may be taken intermittently, provided the employee provides the City with notice of the employee's proposed schedule or partial absence at least thirty (30) days prior to the taking of leave and the schedule is sufficiently definite. Leave must be taken all at once unless the City agrees otherwise or as required by law. Employees taking leave under Wisconsin law may ~~substitute any paid accrued personal (i.e., vacation, compensatory time, personal days) and sick time that the employee may have at the time leave begins.~~ Under Wisconsin law, employees may choose whether to substitute accrued personal and sick time and may designate which personal and sick time to substitute should they choose to substitute accrued leave. Employees taking leave under the Federal law may be required to substitute any paid accrued personal ~~and sick time that the employee may have at the time leave begins.~~ The paid time substituted for unpaid leave will not be available later.

~~Extensions of family leave will not be permitted except where required by law. Where accrued paid time is substituted for unpaid time, the federal and Wisconsin leave entitlements will run concurrently with that leave. The federal and Wisconsin leave entitlements will run concurrently with other leave available to the employee under the personnel policies of the City.~~

B. Serious Health Condition of Employee.

Unpaid leave of up to twelve (12) weeks under Federal Law and two (2) weeks under Wisconsin Law may be taken by an employee in the event he/she experiences a "serious health condition". A serious health condition generally means that an employee has a disabling physical or mental illness, injury, impairment or condition which involves inpatient care in a hospital or nursing home, or hospice or outpatient care that requires the continuing treatment or supervision by a health care provider. Medical leave may be taken all at once or in smaller increments as provided for under the Wisconsin and Federal laws. If Federal leave is taken on an intermittent basis, the employee may be transferred temporarily to another job of equivalent pay and benefits not inconsistent with any applicable collective bargaining agreement.

An employee must provide the City, within fifteen (15) days of requesting leave, with a Health Care Provider Certification which is completed by the employee's treating health care provider. Health Care Provider Certification Forms are available from the Human Resources Department. Employees taking leave ~~taken under Wisconsin law may substitute any paid accrued personal (i.e., vacation, compensatory time, personal days) and sick time that the employee may have at the time leave begins.~~ Under Wisconsin law, employees may choose whether to substitute accrued personal and sick time and may designate which personal and sick time to substitute should they choose to do so. If the leave is required due to a work related injury and also qualifies as a serious health condition, workers' compensation leave will run concurrently with the leave taken under Federal and/or State law.

~~The paid time substituted for unpaid leave will not be available later. The federal and Wisconsin leave entitlements will run concurrently. Where accrued paid time is substituted for unpaid time, the Federal and Wisconsin leave entitlements will run concurrently with that leave.~~

C. Serious Health Condition of a Son or Daughter, Parent, ~~or~~ Spouse, or Domestic Partner.

Unpaid leave of up to twelve (12) weeks under federal law and two (2) weeks under Wisconsin law may be taken by an employee to care for a child, spouse or parent (as defined by the appropriate law) with a "serious health condition". Domestic partners are covered under Wisconsin law only. A certification of a domestic partner relationship will be required. If leave is requested to care for ~~such any of the above~~ individuals, the employee must provide the City, within fifteen (15) calendar days of the request for leave, with a Health Care Provider Certification prepared by the treating health care provider. The medical information requested will only be that permitted by Wisconsin and/or Federal law. Medical leave may be taken all at once or in smaller increments as provided by Wisconsin and Federal law.

If Federal leave is taken on an intermittent basis, the employee may be temporarily transferred to another job of equivalent pay and benefits not inconsistent with any applicable collective bargaining agreement. Employees taking leave taken under Wisconsin law may ~~substitute any paid accrued personal (i.e., vacation, compensatory time, personal days) and sick time that the employee may have at the time leave begins~~. Under Wisconsin law, employees may choose whether to substitute accrued personal and sick time and may designate which personal and sick time to substitute should they choose to substitute accrued leave. Employees taking leave under the Federal law may be required to substitute any paid accrued personal and sick time that the employee may have at the time leave begins. The paid time substituted for unpaid leave will not be available later.

~~Extensions of family leave will not be permitted, except where required by law. Where accrued paid time is substituted for unpaid time, the Federal and Wisconsin leave entitlements will run concurrently with that leave. The Federal and Wisconsin leave entitlements will run concurrently, along with any other leave available to the employee under the personnel policies of the City.~~

D. Military Family Leave Entitlements

The Federal law provides employees up to 12 weeks of unpaid leave because of any qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation. The Federal law also provides up to 26 weeks of unpaid leave to care for a spouse, child, parent, or next of kin that suffered injury or illness in the line of duty. Employees taking this Federal leave may be required

to substitute any paid accrued personal time that the employee may have at the time the leave begins.

NOTIFYING THE CITY OF YOUR NEED FOR FAMILY OR MEDICAL LEAVE

In the event an employee would like to take leave for a foreseeable family or medical purpose, the City must be notified, in writing, in advance in a reasonable and practicable manner before the date on which leave is to begin. In the event of an emergency, notice must be provided in a reasonable and practicable manner after the commencement of leave. The Family and Medical Leave Request Form is available from the Human Resources Department. Where the employee is taking family or medical leave in accordance with Federal law, the City may require that the employee provide thirty (30) days notice for leave that is foreseeable. The failure to timely notify the City of the need for leave may result in the delaying or denial of leave until proper notice is received.

SPOUSES EMPLOYED BY THE SAME EMPLOYER

Spouses employed by the same employer are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 weeks if leave is to care for a covered serviceperson with a serious injury or illness).

HEALTH INSURANCE

The employee shall continue to receive the same health insurance he or she received prior to the family or medical leave while on a family or medical leave. If ~~you~~ the employee elects to substitute paid leave, or if the City requires ~~you~~ the employee to substitute paid leave, ~~your~~ the employee share of premiums will be paid through the City's normal payroll deduction method. Other employment benefits will also be continued during the family and/or medical leave. An employee must notify the City of his or her intent to continue health insurance coverage while on leave. The City reserves the right to recover any health insurance premiums paid during an employee's family and medical leave as permitted under Wisconsin and/or Federal laws.

ADDITIONAL CERTIFICATIONS

The City may request that an employee provide an additional health care provider certification from a health care provider chosen, and paid for, by the City. The medical information requested will only be that permitted by Wisconsin and/or Federal law.

Where the employee is taking family or medical leave in accordance with Federal law, the City may request that an employee recertify as to the continuation of the serious health condition at various points in time.

RETURN TO EMPLOYMENT AT END OF LEAVE

At the end of an employee's family or medical leave, he/she will be returned to the position held by the employee at the commencement of leave or, if the position is filled, to equivalent employment with the City. If an employee wants to return to work before his/her leave is to end, and work is available, the employee must notify the City at least two (2) days prior to the desired return date. For medical leaves extending beyond two weeks, the City will request a medical release verifying that the employee is medically able to return to work. If a medical release is not received, the employee's return to work will be delayed until it is received.

FAILURE TO MEET POLICY REQUIREMENTS

If you fail to meet the requirements of this Policy for family or medical leave your request for leave may be denied or delayed until the requirements are met.

* * * *

If you have any questions regarding the operation or interpretation of this Policy, please contact the Human Resources Department.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/7/2012
REPORTS & RECOMMENDATIONS 	Restructuring of the Finance Department including 1) A resolution to revise the job description of the Director of Finance and Treasurer and approve an employment agreement with Calvin Patterson to continue in the position effective May 1, 2012; 2) A resolution to create a job description for the Deputy Finance Director and authorizing the filling of the position; and 3) A resolution to revise the job description for the Director of Administration and approve a revised employment agreement with Mark Lubberda as the Director of Administration	ITEM NUMBER 

At the Common Council meeting of January 10, 2012, the Common Council considered a restructuring of the Finance Department that involved, in part, an amendment to the Charter Ordinance. Part of the directive provided required further consideration of scenarios and concern was presented regarding amendment of the Charter Ordinances. The item was laid over again at the meeting of January 24th to address the desire of the City Attorney to not serve as a supervisor over the Planning Department. The scenario presented herein is an alternative that achieves many of the benefits proposed with the Charter Ordinance option as previously presented; however, it adheres more closely to the current structure and eliminates the need for a Charter Ordinance modification.

Due to the multiple concurrent actions that need to be addressed to implement any given specific strategy and to avoid confusion, all of the necessary related actions required to implement this specific strategy have been included within this multi-part Council Action sheet. (A subsequent agenda item will address these items as required under the strategy that requires amendment to the Charter Ordinances. The Common Council can then pursue either policy option.)

Summary of Half-time Director of Finance and Treasurer Option: This option provides that after expiration of his current contract (May 1, 2012), Cal Patterson retains his current position of Director of Finance and Treasurer and continues at a half-time status. He has indicated a willingness to do so under a scenario whereby primary budget responsibility is transferred to the Director of Administration. The additional CPA workload addressed in the prior recommendation is fulfilled through the creation of a full-time Deputy Finance Director position with much the same duties as the new position discussed at the January 10th meeting. This new position would have lead roles in the general ledger, accounts payable, payroll, and budget-crunching functions of the current Finance Department. In order to provide a single departmental chain of command, the Deputy Finance Director would report to the Director of Finance and Treasurer who would then report to the Director of Administration. In order to ensure the Director of Administration could absorb the additional workload, the DOA job description and contract are proposed to be amended to eliminate supervision of the Planning Department. The Mayor, who already has a regularly-scheduled weekly staff meeting with the Planning Manager, would gain the Planning Manager as a direct report and lose the Director of Finance and Treasurer as a direct report, thereby

arguably slightly reducing his workload.

This strategy achieves the following: 1) retains Mr. Patterson, a proven employee of exemplary skills and performance, 2) avoids an amendment to the Charter Ordinances, 3) retains the structure approved in 2004 that combined the Director of Finance and Treasurer into one position, 4) addresses workload issues in the Finance Department by the direct net increase of .5 FTE's, 5) avoids the potential issues associated with transferring supervision of Planning to the City Attorney, and 6) eliminates the concern of adding to the Mayor's workload.

The following action steps are needed. Each is described briefly.

- 1) Resolution to revise the job description for the Director of Finance and Treasurer and to approve an employment agreement with Calvin Patterson to continue to serve as Director of Finance and Treasurer on a half-time basis effective May 1, 2012.
 - a) The job description largely reflects the duties considered by the Personnel Committee relative to a half-time treasurer position but now retains overall authority of financial operations through supervision of a Deputy Finance Director. Budget preparation participation is significantly reduced, but not eliminated.
 - b) The employment agreement largely reflects the template provided at the last meeting and takes effect at the end of his current contract. It is for part-time service and expires at the end of 2013, but provides for Council-authorized extensions thereafter. Raises are limited to the same as those implemented by the Common Council for other management employees. Supervision is provided by the Director of Administration. As now provided for under new IRS regulations, a cell phone is provided that increases accessibility and efficiency and allows for personal use.
- 2) Resolution approving a job description for a Deputy Finance Director and authorizing hiring of the same. This is a management and supervisory position that largely reflects the duties considered by the Personnel Committee relative to a separate finance director, except with the modified title and reporting directly to the Director of Finance and Treasurer and indirectly to the Director of Administration, primarily for budget preparation purposes.
- 3) Resolution approving a revised job description for the Director of Administration and approving a revised employment agreement for Mark Luberda as Director of Administration.
 - a) The revised job description reflects the changes shown in the 1/10/12 Common Council packet and emphasizes the additional budget process responsibilities. It eliminates supervision of Planning and adds the Finance Department, as well as Building Inspection which had not been listed in the past.
 - b) The revised employment agreement eliminates the automatic 3% annual raise and retroactively implements the three-year pattern of salary adjustments previously implemented for most employee groups. As now provided for under new IRS regulations, a cell phone is provided that increases accessibility and efficiency and allows for personal use. [Please recognize that as the Director of Administration I have a conflict of interest relative to matters of my own contract so you must assume that any comment or position I may have on this contract could be

perceived to place my own interests above those of the City's; as such, I recommend the City contact the City Attorney or other such counsel relative to such matter.]

Financial Note: This can be implemented within the adopted 2012 budget for the Finance Department and does not require the contingency funds contemplated for additional payment to the City Attorney to oversee the Planning Department.

Following the main packet, marked-up versions are also provided for your convenience.

COUNCIL ACTION REQUESTED

Part 1: Motion to Approve a resolution to revise the job description of the Director of Finance and Treasurer and approve an employment agreement with Calvin Patterson to continue in the position effective May 1, 2012.

Part 2: Motion to Approve a resolution to create a job description for the Deputy Finance Director and authorizing the filling of the position.

Part 3: Motion to Approve a resolution to revise the job description for the Director of Administration and approve a revised employment agreement with Mark Lubberda as the Director of Administration.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION TO REVISE THE JOB DESCRIPTION FOR THE
DIRECTOR OF FINANCE AND TREASURER AND APPROVE AN
EMPLOYMENT AGREEMENT WITH CALVIN PATTERSON TO
CONTINUE IN THE POSITION EFFECTIVE MAY 1, 2012

WHEREAS, the City desires to create and retain the most effective and efficient combination of organizational structure and personnel that provides for the highest potential level of organizational achievement, particularly with regards to overall financial management and operations; and

WHEREAS, it is in the best interest of the City to retain Calvin Patterson in the position of Director of Finance and Treasurer, which requires an adjustment to the job description and execution of an employment agreement.

NOW, THEREFORE, BE IT RESOLVED that the attached job description for the Director of Finance and Treasurer, which is incorporated herein by reference, is hereby approved; and

BE IT FURTHER RESOLVED that the attached employment agreement, which is incorporated herein by reference, with Calvin Patterson, with a term commencing May 1, 2012, is hereby approved and that the Mayor is hereby authorized to execute said agreement.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of February, 2012 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 7th day of February, 2012.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

CITY OF FRANKLIN
Job Description

Job Title: Director of Finance & Treasurer
Department: Finance
Reports to: Director of Administration
Salary level: Management/Administrative/Supervisory Level XI
FLSA Status: Exempt
Prepared by: Calvin A. Patterson
Prepared Date: February 1, 2012
Approved By: **Common Council**
Approved Date: February 7, 2012

Summary:

Supervise, direct, analyze, interpret and communicate the finance and treasury operations of the City; provide management of the finance and treasury offices; and provide information and guidance to the Mayor, Director of Administration, Finance Committee and Common Council Members.

Essential Duties and Responsibilities:

Evaluate, develop, recommend and implement fiscal and treasury policies that will result in sound fiscal and treasury management.

Analyze, interpret and communicate financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

Prepare complex financial analysis and reports and provide high level consultation to City officials on financial and treasury management issues.

Responsible for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited, all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's bank statement reconciliation to cash receipts ledger must be signed and dated by both the preparer and the Director indicating the bank reconciliations were completed, reviewed and were acceptable.

Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Manage the investment of City funds including but not limited to making the short term investment decisions for the City in accordance with investment policies and

goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions and that the final settlement is timely made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.

Supervise the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

Oversee and maintain the operation of the financial and treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of impact fees and the Self Insurance Fund including the setting of reimbursement rates from City departments, employees and retirees to ensure the solvency of this fund.

Supervise the calculation of the tax bills to ensure that the proper amounts get billed to taxpayers.

Provide financial management of the water utility, sewer fund and TIF Districts including providing the Board of Water Commissioners and Community Development Authority with professional guidance, assistance and consultation.

Monitor operations under the responsibility of the Deputy Finance Director and provide direction, guidance, and input on such responsibilities including, but not limited to, budget preparation and development, payroll operations, accounts payable, various annual financial reports, and special assessment collections.

Supervise and train assigned personnel, to ensure development of their full potential.

Ensure the statutory duties of Treasurer are performed as required and serve as an "officer" of the City of Franklin.

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

Maintain and catalog permanent records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications:**Education and Experience:**

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

Licensing and Certification:

Certified Public Accountant, Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration

Supervision Exercised:

Exercises supervision of the Deputy Finance Director and Deputy Treasurer.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, tax, cash receipting, special assessment and payroll software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT AGREEMENT

This agreement made and entered into this ____ day of February, 2012 by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. DUTIES AND POSITION. The Employer hereby agrees to employ the Employee in the capacity of Director of Finance & Treasurer, serving as the City's Chief Financial Officer,. As Director of Finance & Treasurer, the Employee will have the duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer; to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners; and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on January 17, 2006 and as amended May 17, 2011 and February 7, 2012, to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Director of Administration shall from time to time assign. As an Officer of the City of Franklin, however, the Employee acknowledges that duty assignments may also be made directly by the Common Council or Mayor.

The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Director of Administration to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee and Employer agree, however, that effective May 1, 2012, the Employee shall switch to a schedule and workload equivalent to half-time employment. Half-time

is intended to reflect an average work schedule over the period of the agreement. Additionally, Employee is expected to attend periodic evening meetings as may be required. The Employee does have access to the City's approved Flex-time Policy. The Employee shall track and report hours worked to the Director of Administration.

Additionally, both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Director of Administration. The Director of Administration shall notify the Employee, if it is deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. TERM OF EMPLOYMENT. The initial term of this contract shall commence May 1, 2012, and shall terminate December 31, 2013. Prior to the end of each contract term the Franklin Common Council may take action to extend the contract for a six-month period, or other such period as mutually agreed to, on the same terms and conditions.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, except that during the first 180 days such termination shall be for cause or by mutual agreement. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council. In the event that Employee is terminated by Employer prior to the end of a contract term, the employee will be deemed to have retired at the date of separation from employment.

Further, following January 1, 2013, which deadline shall not apply in the event of mutual agreement, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign/retire at any time subject only to Employee providing sixty (60) calendar days written notice of the Employee's intent to resign/retire.

Section 3. SALARY. In consideration for the services rendered and effective with the initial term of the agreement, the Employer will pay the Employee a bi-weekly base salary of \$2,117.88, which reflects the half-time status. The base salary shall be

increased 1% effective 7/1/12 and, effective 1/1/13 and continuing thereafter, the base salary shall be adjusted by same percentage as provided to other non-represented management employees by action of the Common Council.

Salary payments shall be made in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. PERFORMANCE EVALUATION. The Director of Administration, or as an Officer of the City of Franklin the Common Council shall review and evaluate the performance of Employee at his/their discretion and shall define such goals and performance objectives for the Employee as are necessary and required and within the scope of the job description.

Section 5. BENEFITS. Effective May 1, 2012, except as otherwise provided for herein, the Employee shall be entitled to such benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above. Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above.

1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee through August 1, 2014. However, termination for just cause will void this retiree benefit. Coverage shall be as an active employee during the term(s) of this agreement and as a retiree thereafter for the remaining portion of the period.
2. Employee shall continue to accrue 3.08 hours of vacation per pay period, which may be used at the discretion of the Director of Administration. All other leave balance types shall accrue at fifty percent of the rate specified in the referenced benefit resolution. Then current leave balance banks remain unaffected by the change in accrual rates.
3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two

times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.
5. Professional fees to be paid by the Employer at the discretion of the Director of Administration (GFOA, WGFOA, etc.)
6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval.
7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.
8. Upon termination, except for termination for just cause, Severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.
9. Employee may continue to take family or single dental insurance by paying half of the monthly premium each month while an active employee. Upon termination or retirement, the Employee is eligible to continue dental coverage under COBRA and in accordance with COBRA provisions and timelines.

Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor and/or Common Council may contract with the Employee for the Employee to provide specific services on an hourly basis at \$75 per hour or on a project basis at a mutually agreed upon fee subject to the availability of the Employee and authorized appropriations.

Section 8. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written

agreement between the parties. Following execution and upon its effective date, this Agreement supersedes the prior Employment Agreement.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor

Calvin A. Patterson

Dated: _____

Dated: _____

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION TO CREATE A JOB DESCRIPTION FOR THE DEPUTY
FINANCE DIRECTOR AND AUTHORIZING THE FILLING OF THE
POSITION

WHEREAS, the City desires to create and retain the most effective and efficient combination of organizational structure and personnel that provides for the highest potential level of organizational achievement, particularly with regards to overall financial management and operations; and

WHEREAS, due to workloads relating to financial services and the restructuring of financial services efforts, it is in the best interest of the City to create and fill a position of Deputy Finance Director.

NOW, THEREFORE, BE IT RESOLVED that the attached job description for the position of Deputy Finance Director, which is incorporated herein by reference, is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is authorized to fill such vacancy as soon as practicable and may authorize filling the vacancy from the prior applicants for the Director of Finance and Treasurer position announcement, if such an individual is duly qualified.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of February, 2012 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 7th day of February, 2012.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

**CITY OF FRANKLIN
Job Description**

Job Title: Deputy Finance Director
Department: Finance
Reports to: Director of Finance & Treasurer
Salary level: Management/Administrative/Supervisory Level IX
FLSA Status: Exempt
Prepared by: Calvin A. Patterson
Prepared Date: January 13, 2012
Approved By: **Common Council**
Approved Date: January 24, 2012

Summary:

Under the direction of the Director of Finance and Treasurer, supervise, direct, analyze, interpret and communicate certain financial operations of the City; provide management of the finance office; and provide information and guidance to the Director, Mayor, Director of Administration, Finance Committee and Common Council Members.

Essential Duties and Responsibilities:

Supervise and maintain the City's general ledger, accounting and financial reporting operations to ensure the accurate, efficient and transparent maintenance of City financial systems and records.

Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

Assist in evaluating, developing, recommending and implementing fiscal policies that will result in sound fiscal management.

Assist in analyzing, interpreting and communicating financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

Provide consultation to City officials on financial management issues and prepare complex financial analysis and reports.

In regards to disbursements, responsible for implementing and maintaining good internal control polices and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all

disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's treasury office bank statement reconciliation is reconciled to the General ledger which must be signed and dated by both the preparer and the Deputy indicating the bank reconciliation was completed, reviewed, and acceptable. Provide a comparable but supporting role with regards to cash receipting.

Support the Director of Administration throughout the annual budget process, including, but not limited to, preparing the revenue and expenditure budget forecasts, coordinating, compiling, and summarizing departmental requests for capital and operating budgets; supporting departments by preparing personal service budgets and assisting with budget related issues; monitor the changes to the budget as it goes through the review process; and preparing components of the annual adopted budget document.

Supervise preparation for the annual audit and prepare the City's Comprehensive Annual Financial Report under the direction of the Director of Finance and Treasurer.

Act in a supporting role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Supervise and maintain the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.

Supervise and maintain the operation of the financial data processing systems and analyze and recommend data processing alternatives.

Supervise the accounting and financial reporting of the Self Insurance Fund, the Water Utility, the Sewer Fund, the TIF districts and Impact fees, and to report such information to the appropriate oversight Board or Commission, as necessary.

Supervise and train assigned personnel, to ensure development of their full potential.

Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts.

Prepare the annual property tax rates for use in the annual property tax bills. .

Maintain all official accounting records and insures that reporting is in conformance with generally accepted government accounting principles.

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

Maintain and catalog permanent records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications:**Education and Experience:**

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

Licensing and Certification:

Certified Public Accountant, Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Finance & Treasurer

Supervision Exercised:

Exercises supervision of the Accounting Supervisor .

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, tax, cash receipting, special assessment and payroll software, spreadsheet, database,

presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2012-_____

A RESOLUTION TO REVISE THE JOB DESCRIPTION FOR THE
DIRECTOR OF ADMINISTRATION AND APPROVE A REVISED
EMPLOYMENT AGREEMENT WITH MARK LUBERDA AS THE
DIRECTOR OF ADMINISTRATION

WHEREAS, the City desires to create and retain the most effective and efficient combination of organizational structure and personnel that provides for the highest potential level of organizational achievement, particularly with regards to overall financial and budgetary management and operations; and

WHEREAS, it is appropriate to revise the Employment Agreement with Mr. Luberda to, in part, reflect added responsibilities related to budget preparation, to eliminate automatic 3% raises, and to incorporate a pattern of wage adjustments consistent with other employees.

NOW, THEREFORE, BE IT RESOLVED that the attached job description for the Director of Administration, which is incorporated herein by reference, is hereby approved; and

BE IT FURTHER RESOLVED that the attached employment agreement, which is incorporated herein by reference, with Mark Luberda is hereby approved and that the Mayor is hereby authorized to execute said agreement.

All resolutions and parts of resolutions in contravention to this resolution are hereby repealed.

Introduced at a regular meeting of the Common Council of the City of Franklin this 7th day of February, 2012 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 7th day of February, 2012.

APPROVED:

ATTEST:

Thomas M. Taylor, Mayor

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

CITY OF FRANKLIN
Job Description

Job Title: Director of Administration
Department: Administration
Reports To: Mayor
Salary Level: Management/Administrative/Supervisory Level XII
FLSA Status: Exempt
Prepared By: Dana Zahn, Human Resources Coordinator
Prepared Date: January 5, 2012
Approved By: Resolution 2012-
Approved Date: February 7, 2012

Summary Directs and coordinates administration of City of Franklin in accordance with policies and Ordinances as determined by the Mayor and Common Council or other authorized elected officials by performing the following duties personally or through subordinate supervisors. Functions as the Human Resources Director.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Supervise and coordinate City staff and contracted employees in the following departments: Administration, Assessor, Municipal Buildings, Building Inspection, Finance, and Information Services.

Serves under the direction of the Mayor facilitating City wide Department Head meetings and in the absence of the Mayor has the authority to resolve any urgent administrative matters and refers to Council President for policy direction.

Act as Chief Negotiator in all labor contract negotiations including handling grievances and arbitrations.

Administer the human resources policies and administrative contracts of the city.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

Keep the Mayor and Common Council advised about developments in the City's administration, business and affairs and such matters as may be directed by the Mayor or Common Council.

Make recommendations for the improvement of the efficiency and quality of the services

performed by the City. Research and coordinate application for appropriate grants and aids in consultation with the Mayor and other department heads.

Monitor county, state and federal legislation for potential impact on the affairs of the City.

Assure that all City ordinances and resolutions are efficiently and equally administered.

Represent the City in intergovernmental and legislative functions as requested by the Mayor.

Assure that annual performance reviews are conducted per Common Council directive.

Develop and administer an Employee Appraisal and Growth program that reflects the tasks of each department and adds efficiency and employee growth to the benefit of the employee and the citizens.

Assumes lead role in the annual preparation of the Mayor's recommended budget, the compilation of the Finance Committee's recommended budget, and the Common Council's approved annual budget. Presents budget to the Finance Committee, Common Council, and the general public.

Assure that all City property and personnel are properly protected by adequate insurance coverage.

Inform the Mayor and Common Council concerning any proposed change in services rendered to City residents, taxpayers or City-located businesses.

Provide departmental staff support to the Personnel Committee, Technology Committee, Police & Fire Commission, and the Finance Committee.

Assure a uniform and effective information technology system throughout the City. This includes managing the outside contractor that provides the ongoing systems support, the geographic information system and the telephone system.

Provide overall management of the Assessor's Office through direction to the contracted assessor.

Manages special projects and provides staff support to special committees and task forces as directed by the Mayor and Common Council.

Act as Plan Administrator for the City's defined benefit and defined contribution Pension Plans and for the Employee Health and Welfare Benefit Plan.

Produce and maintain the City web site, newsletters and other communication media.

Develops City policies for approval by the Mayor and Common Council.

Act as City of Franklin Public Information Officer/Administration during City emergencies.

Oversee the issuance of requests for proposals and recommend selection of consultants for various City projects.

Function as the City's representative to the Milwaukee County Community Development Block Grant Program.

Act as City representative to the Senior Meals Program to ensure City support of the program.

Review monthly financial operating statements for assigned departmental budgets and approve City administrative costs (including office supplies, postage meter, copy machines, UPS, land and cell phones, etc.)

Supervisory Responsibilities

Manages subordinate supervisors and directly supervises non-supervisory employees in the Administration, Information Services, Municipal Buildings, Building Inspection, Finance and Assessor Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Oversees outside contractual services. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university in Human Resources Management, Public Administration, Business Administration or a related field (Master's Degree is preferred); at least five years related experience and/or training; or equivalent combination of education and experience. Must have demonstrated experience as the chief negotiator in collective bargaining. Demonstrated experience with Wisconsin interest arbitration law and public sector labor negotiations preferred.

Language Skills

Ability to read, analyze, and interpret very complex documents. Ability to respond effectively to very sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Cabinet Level Officers of the City, public groups, boards and commissions and/or the Common Council.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts of accounting and budgeting to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of Internet Explorer software; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications

Within one (1) year of appointment, it is desirable to have the Director of Administration become and remain a City of Franklin resident.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT AGREEMENT

This agreement made and entered into this _____ day of February _____ 2012, by and between the City of Franklin, (hereinafter "Employer"), and Mark W. Luberda, Director of Administration (hereinafter "Employee").

In consideration of the mutual covenants and promises contained in this agreement, Employer and Employee agree as follows:

Section 1. DUTIES. Employer hereby agrees to employ Employee as Director of Administration to perform the duties described in the Director of Administration job description, a copy of which is attached hereto and made a part hereof by reference and to perform such other legally permissible and proper duties and functions, consistent with the scope of the attached job description, as the Mayor or Common Council shall from time to time assign, Employee agrees that such duties include managing the Facilities Division, Building Inspection, and the Finance Department and that, within the scope of this contract, the Director of Administration job description may be modified to incorporate such duties.

The Employee agrees to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence, and initiative in exercising the duties of this position.

The Mayor and/or Common Council may establish written goals and objectives and/or a prioritization of tasks assigned to the Employee. Both parties acknowledge that if workloads exceed reasonable capacities, routinely and consistently exceeding 50-53 hours per week, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. Both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee if it is deemed by the Employer that the Employee is not balancing said demands reasonably or to the expectations of the Associations.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. TERM: The term of this contract shall commence February 1, 2012, or upon execution whichever occurs later, and terminate February 1, 2015, except as otherwise provided for herein. A resolution may be submitted to the Franklin Common Council by November 1st, 2014 on whether to renew this contract for three (3) years on the same terms and conditions except salary and benefit increases set forth therein or as otherwise mutually agreed to. If the resolution does not pass by a majority vote, then Employee will be terminated February 1, 2015. If no resolution on renewal of this contract is submitted to the Common Council by November 1st, 2014, this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases. Thereafter, if no resolution on renewal of this contract is submitted to the Common Council by November 1st of each subsequent year this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases.

However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to Employer providing ninety (90) days written notice to Employee of the intent to terminate the services of Employee. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council.

Further, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time subject only to Employee providing thirty (30) calendar days written notice of the Employee's intent to resign.

Section 3. SALARY. The automatic 3% wage increase due the Employee effective June 26th, 2011, in accordance with the employment agreement immediately preceding this agreement is hereby eliminated without any obligation upon the City. However, in consideration for the services rendered, the Employer shall increase the Employee's annual base salary in effect on January 1, 2011, and provide calculated retroactive pay,, consistent with the pattern of wage settlements previously established by the City, as follows: 0% on 1/1/11, 1% on 7/1/11, 1% on 1/1/12, 1% on 7/1/12, 0% on 1/1/13, 2% on 7/1/13, 1% on 12/31/13, and 1% on 7/1/14 and will pay the Employee bi-weekly in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice). Thereafter, commencing on 1/1/15, following and in conjunction with a satisfactory performance evaluation, the annual base salary shall be increased in accordance with the general wage increase provided to non-represented, management employees as determined by the Common Council for each same period.

In addition to Employee's salary above, Employer shall pay to Employee any temporary assignment pay over and above this Agreement for any work performed by Employee for job responsibilities not covered in the Job Description or "Duties" above and included in the job description of other employees.

Section 4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of Employee during the first quarter of each calendar year. Annually the Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the position description and "Duties" above. Based upon the Employee's performance, the Employee is eligible to receive merit compensation or to be considered under any merit pay program established by the City, provided, however, it is clearly

understood that the Employee has no right to additional merit compensation no matter what are the results of the performance evaluation.

Section 5. BENEFITS. Employee shall be entitled and subject to such comparable benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees, with the following additions/modifications:

1. Employee shall be allowed to use his personal days at the discretion of the Mayor, which use shall not be unreasonably withheld.
2. Employee will be provided with a City paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.
3. Employee's current vacation balance may be used at the discretion of the Mayor and Employee's vacation leave accrual rate shall be at 1 week per year greater than the rate provided other Non-Represented Management Employees, per the above referenced resolution, based upon the Employee's years of service as provided for therein.
3. Professional fees to be paid by the Employer at the discretion of the Mayor (IPMA, ICMA, etc.)
4. In the event of termination or non-renewal of this contract, the Employer will continue to pay for family medical insurance for the Employee for a period of 6 months following termination should the Employee be unable to secure comparable Medical insurance through subsequent employment and will continue to pay the Employee's then current salary for a period of 6 months following termination. This section shall not restrict the Employee's rights to an extension of access to health benefits, funded by the Employee, in accordance with COBRA.

Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. GENERAL PROVISIONS. This contract shall supercede a prior contract entered into November 21, 2007. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor
Dated: _____

Mark W. Luberda
Dated: _____

THE FOLLOWING PAGES INCLUDE "RED-LINED" OR "MARKED-UP"
VERSIONS OF THE FOLLOWING ITEMS:

- 1) JOB DESCRIPTION OF DIRECTOR OF FINANCE & TREASURER,
- 2) EMPLOYMENT AGREEMENT FOR CALVIN PATTERSON
- 3) JOB DESCRIPTION FOR DIRECTOR OF ADMINISTRATION
- 4) EMPLOYMENT AGREEMENT FOR MARK LUBERDA

**CITY OF FRANKLIN
Job Description**

Job Title: Director of Finance & Treasurer

Department: Finance Deleted: and Treasurer

Reports to: [Director of Administration](#) Deleted: Mayor

Salary level: Management/Administrative/Supervisory Level XI

FLSA Status: Exempt

Prepared by: Calvin A. Patterson

Prepared Date: [February 1, 2012](#) Deleted: May 17, 2011

Approved By: **Common Council** Deleted: January

Approved Date: [February 7, 2012](#) Deleted: 3

Summary: Deleted: May 17, 2011

Supervise, direct, analyze, interpret and communicate the finance and treasury operations of the City; provide management of the [finance and treasury offices](#); [and provide](#) information and guidance to the Mayor, Director of Administration, Finance Committee and Common Council Members. Deleted: January 24

Essential Duties and Responsibilities:

Evaluate, develop, recommend and implement fiscal and treasury policies that will result in sound fiscal and treasury management.

Analyze, interpret and communicate financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

[Prepare complex financial analysis and reports and provide high level consultation to City officials on financial and treasury management issues.](#) Deleted: to

Responsible for establishing and maintaining good internal control polices and procedures [and for ensuring](#) proper segregation of duties to the extent possible with available manpower [in order](#) to see that all receipts are properly deposited, all disbursements are properly expended and City assets are safeguarded to the extent possible. To [ensure](#) the proper review of bank statements is performed on a regular basis, each month's bank statement reconciliation [to cash receipts ledger](#) must be signed and dated by both the preparer and the Director indicating the bank reconciliations [were](#), completed, reviewed and [were](#) acceptable. Deleted: departments

Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies. Deleted: ,

Manage the investment of City funds including [but not limited to](#) making the short term investment decisions for the City in accordance with investment policies and Deleted: P

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goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions and that the final settlement is timely made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.

Supervise the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

Oversee and maintain the operation of the financial and treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of impact fees and, the Self Insurance Fund including the setting of reimbursement rates from City departments, employees and retirees to ensure the solvency of this fund.

Supervise the calculation of the tax bills to ensure that the proper amounts get billed to taxpayers.

Provide financial management of the water utility, sewer fund and TIF Districts including providing the Board of Water Commissioners and Community Development Authority with professional guidance, assistance and consultation.

Monitor operations under the responsibility of the Deputy Finance Director and provide direction, guidance, and input on such responsibilities including, but not limited to, budget preparation and development, payroll operations, accounts payable, various annual financial reports, and special assessment collections.

Supervise and train assigned personnel, to ensure development of their full potential.

Ensure the statutory duties of Treasurer are performed as required and serve as an "officer" of the City of Franklin.

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

Maintain and catalog permanent records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications:

Education and Experience:

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Deleted: Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.¶

¶ Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.¶

¶ Supervise and maintain the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.¶

¶

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Deleted: Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.¶

¶ Prepare the annual adopted budget document based on the input ... [1]

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Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

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Licensing and Certification:

Certified Public Accountant, Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Deleted: or

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration,

Supervision Exercised:

Exercises supervision of the Deputy Finance Director and Deputy Treasurer.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, tax, cash receipting, special assessment and payroll software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

Deleted: Mayor, except when the position of Chief Financial Officer (CFO) is filled, in which instance the Director of Finance & Treasurer reports to the Chief Financial Officer who shall supervise, oversee, and mentor this position and may delegate, move, and/or assign duties, tasks, and authorities of this position between this position and the CFO position.

Deleted: Accounting Supervisor

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Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

| The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Page 2: [1] Deleted cal 1/13/2012 2:06:00 PM

Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.

Prepare the annual adopted budget document based on the input received.

Page 2: [2] Deleted cal 1/13/2012 2:07:00 PM

Supervise preparation of the annual audit and prepares the City's Comprehensive Annual Financial Report.

Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts

Prepare the annual property tax rates for use in the annual property tax bills.

Page 2: [3] Deleted cal 1/13/2012 2:08:00 PM

Maintain all official accounting records and insures that reporting is in conformance with generally accepted government accounting principles.

Page 2: [4] Deleted cal 1/13/2012 2:09:00 PM

Provide the Community Development Authority with assistance in financial matters.

EMPLOYMENT AGREEMENT

This agreement made and entered into this ___ day of February, 2012, by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

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In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. DUTIES AND POSITION. The Employer hereby agrees to employ the Employee in the capacity of Director of Finance & Treasurer, serving as the City's Chief Financial Officer. As Director of Finance & Treasurer, the Employee will have the duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer; to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners; and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on January 17, 2006 and as amended May 17, 2011 and February 7, 2012, to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Director of Administration shall from time to time assign. As an Officer of the City of Franklin, however, the Employee acknowledges that duty assignments may also be made directly by the Common Council or Mayor.

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Deleted: until such time that another individual is hired by the Employer as the Director of Finance & Treasurer, at which time the Employee will serve in the capacity of Chief Financial Officer, which position description shall be adopted at the discretion of the Common Council

Deleted: January 20

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Deleted: When serving under the job description of Chief Financial Officer, as approved by the Common Council June of 2011 the Employee will have the responsibility for supervision, oversight, and direction of the Director of Finance and Treasurer and will have the authority to allocate duties and responsibilities of the Director of Finance and Treasurer to himself as Chief Financial Officer.

The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Director of Administration to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

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The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee and Employer agree, however, that effective May 1, 2012, the Employee shall switch to a schedule and workload equivalent to half-time employment. Half-time.

Deleted: Employee and Employer further agree that such half-time schedule and workload includes evening meetings

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is intended to reflect an average work schedule over the period of the agreement. Additionally, Employee is expected to attend periodic evening meetings as may be required. The Employee does have access to the City's approved Flex-time Policy. The Employee shall track and report hours worked to the Director of Administration.

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Additionally, both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Director of Administration. The Director of Administration shall notify the Employee, if it is deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

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During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. TERM OF EMPLOYMENT. The initial term of this contract shall commence May 1, 2012, and shall terminate December 31, 2013. Prior to the end of each contract term the Franklin Common Council may take action to extend the contract for a six-month period, or other such period as mutually agreed to, on the same terms and conditions.

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However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, except that during the first 180 days such termination shall be for cause or by mutual agreement. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council. In the event that Employee is terminated by Employer prior to the end of a contract term, the employee will be deemed to have retired at the date of separation from employment.

Deleted: one-year after a new Director of Finance and Treasurer is hired and assumes the duties of the position, except as otherwise provided for herein.
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Further, following January 1, 2013, which deadline shall not apply in the event of mutual agreement, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign/retire at any time subject only to Employee providing sixty (60), calendar days written notice of the Employee's intent to resign/retire.

Deleted: 180 days after a new Director of Finance and Treasurer is hired and assumes the duties of the position
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Section 3. SALARY. In consideration for the services rendered and effective with the initial term of the agreement, the Employer will pay the Employee a bi-weekly base salary of \$2,117.88, which reflects the half-time status. The base salary shall be

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Deleted: the same base salary in effect prior to this amended contract, which amount is \$4,235.77 bi-weekly. Effective 8/1/11 the
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increased 1% effective 7/1/12 and, effective 1/1/13 and continuing thereafter, the base salary shall be adjusted by same percentage as provided to other non-represented management employees by action of the Common Council.

Deleted: for the remaining terms of the agreement.

Salary payments shall be made in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. PERFORMANCE EVALUATION. The Director of Administration, or as an Officer of the City of Franklin the Common Council shall review and evaluate the performance of Employee at his/their discretion and shall define such goals and performance objectives for the Employee as are necessary and required and within the scope of the job description.

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Section 5. BENEFITS. Effective May 1, 2012, except as otherwise provided for herein, the Employee shall be entitled to such benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above. Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Resolution establishing benefits for fulltime non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above.

1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee through August 1, 2014. However, termination for just cause will void this retiree benefit. Coverage shall be as an active employee during the term(s) of this agreement and as a retiree thereafter for the remaining portion of the period.
2. Employee shall continue to accrue 3.08 hours of vacation per pay period, which may be used at the discretion of the Director of Administration. All other leave balance types shall accrue at fifty percent of the rate specified in the referenced benefit resolution. Then current leave balance banks remain unaffected by the change in accrual rates.
3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two

times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.
5. Professional fees to be paid by the Employer at the discretion of the Director of Administration (GFOA, WGFOA, etc.)
6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval.
7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.
8. Upon termination, except for termination for just cause, Severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.
9. Employee may continue to take family or single dental insurance by paying half of the monthly premium each month while an active employee. Upon termination or retirement, the Employee is eligible to continue dental coverage under COBRA and in accordance with COBRA provisions and timelines.

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Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor and/or Common Council may contract with the Employee for the Employee to provide specific services on an hourly basis at \$75 per hour or on a project basis at a mutually agreed upon fee subject to the availability of the Employee and authorized appropriations.

Section 8. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written

agreement between the parties. Following execution and upon its effective date, this Agreement supersedes the prior Employment Agreement.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor

Calvin A. Patterson

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Dated: _____

Dated: _____

CITY OF FRANKLIN
Job Description

Job Title: Director of Administration
Department: Administration
Reports To: Mayor
Salary Level: Management/Administrative/Supervisory Level XII
FLSA Status: Exempt
Prepared By: Dana Zahn, Human Resources Coordinator

Prepared Date: [January 5, 2012](#)

Deleted: February 28, 2006

Approved By: Resolution [2012-](#)

Deleted: 2006-6054

Approved Date: [February 7, 2012](#)

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Summary Directs and coordinates administration of City of Franklin in accordance with policies and Ordinances, as determined by the Mayor and Common Council or other authorized elected officials by performing the following duties personally or through subordinate supervisors. Functions as the Human Resources Director.

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Essential Duties and Responsibilities include the following. Other duties may be assigned.

Supervise and coordinate City staff and contracted employees in the following departments: Administration, Assessor, Municipal Buildings, [Building Inspection](#), [Finance](#), and Information Services.

Comment [d1]: Was given responsibility for Building Inspection on 1/29/07. Planning was added in November of 2007. These two departments were not added to the job description. Planning is now being deleted from the duties of this position and the Finance Department is being added.

Serves under the direction of the Mayor facilitating City wide Department Head meetings and in the absence of the Mayor has the authority to resolve any urgent administrative matters and refers to Council President for policy direction.

Act as Chief Negotiator in all labor contract negotiations including handling grievances and arbitrations.

Administer the human resources policies and administrative contracts of the city.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

Keep the Mayor and Common Council advised about developments in the City's administration, business and affairs and such matters as may be directed by the Mayor or Common Council.

Make recommendations for the improvement of the efficiency and quality of the services

performed by the City. Research and coordinate application for appropriate grants and aids in consultation with the Mayor and other department heads.

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Monitor county, state and federal legislation for potential impact on the affairs of the City.

Assure that all City ordinances and resolutions are efficiently and equally administered.

Represent the City in intergovernmental and legislative functions as requested by the Mayor.

Assure that annual performance reviews are conducted per Common Council directive.

Develop and administer an Employee Appraisal and Growth program that reflects the tasks of each department and adds efficiency and employee growth to the benefit of the employee and the citizens.

Assumes lead role in the annual preparation of the Mayor's recommended budget, the compilation of the Finance Committee's recommended budget, and the Common Council's approved annual budget. Presents budget to the Finance Committee, Common Council, and the general public.

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Deleted: Provide input to the Mayor and Director of Finance & Treasurer as they prepare the annual City budget requests for submission to the Finance Committee, Mayor and Common Council.

Assure that all City property and personnel are properly protected by adequate insurance coverage.

Inform the Mayor and Common Council concerning any proposed change in services rendered to City residents, taxpayers or City-located businesses.

Provide departmental staff support to the Personnel Committee, Technology Committee, Police & Fire Commission, and the Finance Committee.

Assure a uniform and effective information technology system throughout the City. This includes managing the outside contractor that provides the ongoing systems support, the geographic information system and the telephone system.

Provide overall management of the Assessor's Office through direction to the contracted assessor.

Manages special projects and provides staff support to special committees and task forces as directed by the Mayor and Common Council.

Act as Plan Administrator for the City's defined benefit and defined contribution Pension Plans and for the Employee Health and Welfare Benefit Plan.

Produce and maintain the City web site, newsletters and other communication media.

Develops City policies for approval by the Mayor and Common Council.

Act as City of Franklin Public Information Officer/Administration during City emergencies.

Oversee the issuance of requests for proposals and recommend selection of consultants for various City projects.

Function as the City's representative to the Milwaukee County Community Development Block Grant Program.

Act as City representative to the Senior Meals Program to ensure City support of the program.

Review monthly financial operating statements for assigned departmental budgets and approve City administrative costs (including office supplies, postage meter, copy machines, UPS, land and cell phones, etc.)

Supervisory Responsibilities

Manages subordinate supervisors and directly supervises non-supervisory employees in the Administration, Information Services, Municipal Buildings, [Building Inspection](#), [Finance](#) and Assessor Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Oversees outside contractual services. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university in Human Resources Management, Public Administration, Business Administration or a related field (Master's Degree is preferred); at least five years related experience and/or training; or equivalent combination of education and experience. Must have demonstrated experience as the chief negotiator in collective bargaining. Demonstrated experience with Wisconsin interest arbitration law and public sector labor negotiations preferred.

Language Skills

Ability to read, analyze, and interpret very complex documents. Ability to respond effectively to very sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Cabinet Level Officers of the City, public groups, boards and commissions and/or the Common Council.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference.
Ability to apply concepts of accounting and budgeting to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions.
Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of Internet Explorer software; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications

Within one (1) year of appointment, it is desirable to have the Director of Administration become and remain a City of Franklin resident.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer

and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

EMPLOYMENT AGREEMENT

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This agreement made and entered into this _____ day of February, 2012, by and between the City of Franklin, (hereinafter "Employer"), and Mark W. Luberda, Director of Administration (hereinafter "Employee").

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In consideration of the mutual covenants and promises contained in this agreement, Employer and Employee agree as follows:

Section 1. DUTIES. Employer hereby agrees to employ Employee as Director of Administration to perform the duties described in the Director of Administration job description, a copy of which is attached hereto and made a part hereof by reference and to perform such other legally permissible and proper duties and functions, consistent with the scope of the attached job description, as the Mayor or Common Council shall from time to time assign, Employee agrees that such duties include managing the Facilities Division, Building Inspection, and the Finance Department and that, within the scope of this contract, the Director of Administration job description may be modified to incorporate such duties.

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The Employee agrees to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence, and initiative in exercising the duties of this position.

The Mayor and/or Common Council may establish written goals and objectives and/or a prioritization of tasks assigned to the Employee. Both parties acknowledge that if workloads exceed reasonable capacities, routinely and consistently exceeding 50-53 hours per week, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. Both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee if it is deemed by the Employer that the Employee is not balancing said demands reasonably or to the expectations of the Associations.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. TERM: The term of this contract shall commence February 1, 2012, or upon execution whichever occurs later, and terminate February 1, 2015, except as otherwise provided for herein. A resolution may be submitted to the Franklin Common Council by November 1st, 2014 on whether to renew this contract for three (3) years on the same terms and conditions except salary and benefit increases set forth therein or as otherwise mutually agreed to. If the resolution does not pass by a majority vote, then Employee will be terminated February 1, 2015. If no resolution on renewal of this contract is submitted to the Common Council by November 1st, 2014, this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases. Thereafter, if no resolution on renewal of this contract is submitted to the Common Council by November 1st of each subsequent year this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases.

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However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to Employer providing ninety (90) days written notice to Employee of the intent to terminate the services of Employee. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council.

Further, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time subject only to Employee providing thirty (30) calendar days written notice of the Employee's intent to resign.

Section 3. SALARY. The automatic 3% wage increase due the Employee effective June 26th, 2011, in accordance with the employment agreement immediately preceding this agreement is hereby eliminated without any obligation upon the City. However, in consideration for the services rendered, the Employer shall increase the Employee's annual base salary in effect on January 1, 2011, and provide calculated retroactive pay, consistent with the pattern of wage settlements previously established by the City, as follows: 0% on 1/1/11, 1% on 7/1/11, 1% on 1/1/12, 1% on 7/1/12, 0% on 1/1/13, 2% on 7/1/13, 1% on 12/31/13, and 1% on 7/1/14 and will pay the Employee bi-weekly in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice). Thereafter, commencing on 1/1/15, following and in conjunction with a satisfactory performance evaluation, the annual base salary shall be increased in accordance with the general wage increase provided to non-represented, management employees as determined by the Common Council for each same period.

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- Deleted: Further, effective upon commencement of this contract, the Employee shall be paid a one-time payment of \$950, less required payroll taxes and deductions, which shall not become part of the base salary.
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In addition to Employee's salary above, Employer shall pay to Employee any temporary assignment pay over and above this Agreement for any work performed by Employee for job responsibilities not covered in the Job Description or "Duties" above and included in the job description of other employees.

Section 4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of Employee during the first quarter of each calendar year. Annually the Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the position description and "Duties" above. Based upon the Employee's performance, the Employee is eligible to receive merit compensation or to be considered under any merit pay program established by the City, provided, however, it is clearly

understood that the Employee has no right to additional merit compensation no matter what are the results of the performance evaluation.

Section 5. BENEFITS. Employee shall be entitled and subject to such comparable benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees, with the following additions/modifications:

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1. Employee shall be allowed to use his personal days at the discretion of the Mayor, which use shall not be unreasonably withheld.
2. Employee will be provided with a City paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.
3. Employee's current vacation balance may be used at the discretion of the Mayor and Employee's vacation leave accrual rate shall be at 1 week per year greater than the rate provided other Non-Represented Management Employees, per the above referenced resolution, based upon the Employee's years of service as provided for therein.
3. Professional fees to be paid by the Employer at the discretion of the Mayor (IPMA, ICMA, etc.)
4. In the event of termination or non-renewal of this contract, the Employer will continue to pay for family medical insurance for the Employee for a period of 6 months following termination should the Employee be unable to secure comparable Medical insurance through subsequent employment and will continue to pay the Employee's then current salary for a period of 6 months following termination. This section shall not restrict the Employee's rights to an extension of access to health benefits, funded by the Employee, in accordance with COBRA.

Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. GENERAL PROVISIONS. This contract shall supercede a prior contract entered into November 21, 2007. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties.

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If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor
Dated: _____

Mark W. Luberd
Dated: _____

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/7/2012
REPORTS & RECOMMENDATIONS 	An Alternate Strategy for Restructuring of the Finance Department including 1) an employment agreement with Calvin Patterson to serve as Treasurer, 2) a revised employment agreement with Mark Luberdia to serve as the Director of Administration, 3) a Charter Ordinance to Repeal the Office of Director of Finance and Treasurer, to Create the Office of Treasurer, and to Amend the Municipal Code as it Pertains to Such Positions, and 4) job descriptions for Finance Director, Treasurer, and Director of Administration	ITEM NUMBER 

This Council Action Sheet and the related items are placed on the agenda as an alternative to the revised Restructuring of the Finance Department proposal preceding this on the agenda. If that item passed, this item and its relevant parts are not needed and can be laid over indefinitely.

At the Common Council meeting of January 10, 2012, the Common Council considered a restructuring of the Finance Department that involved, in part, an amendment to the Charter Ordinance. Part of the directive provided required further consideration of scenarios and concern was presented regarding amendment of the Charter Ordinances. The item was laid over again at the meeting of January 24th to address the desire of the City Attorney to not serve as a supervisor over the Planning Department.

The packet from the meeting of January 24th is attached as it provided the information requested, to the extent possible. If the Common Council wishes pursue this strategy, the following motions could be addressed. They are listed in the order suggested in the minutes of the January 10th meeting.

- a) Contract with the City Attorney for the supervision of the Planning Department: No action is required as this was determined to not be a viable option at this time.
- b) Contract with Cal Patterson: The action could be to approve the contract as presented within the other agenda item but amending the job title reference to "Treasurer"
- c) Contract with the Director of Administration: The action could be to approve the contract as presented within the other agenda item. If the scenario selected was the one that did not involve DOA supervision of Finance, the "Duties" section could be amended striking "Finance Department" and including "Planning Department."
- d) Charter Ordinance to repeal the Office of Director of Finance and Treasurer, to create the Office of Treasurer, and to amend the Municipal Code as it pertains to such positions. The form of the ordinance would be the same as presented at the January 10th meeting, and it has been attached hereto for your convenience.

e) Creating Finance Director and Treasurer Job Descriptions and amending the Job Description of the Director of Administration. This item was also carried forward from the January 10th meeting and the same action requested at that time would be required. The January 10th packet for that item has been included for your convenience. Please note that any changes made to items "a" or "b" above should be incorporated into or amend the documents as initially presented.

The additional scenarios requested for consideration were presented in the packet of the January 24th meeting, which has been attached for your convenience.

Again, at this time staff recommends laying the item over indefinitely as a preferred recommendation - one that does not require amending the Charter Ordinance -- has been presented for consideration.

COUNCIL ACTION REQUESTED

RECOMMENDED MOTION: Motion to lay over indefinitely.

Alternate motions if the Charter Ordinance strategy is selected:

1. Motion to approve an employment agreement with Calvin Patterson to serve as Treasurer and to amend the document to reference the job title "Treasurer."
2. Motion to approve an employment agreement with Mark Luberda to serve as the Director of Administration and to amend the document to reference [fill in department listing as determined] in the "Duties" section.
3. Motion to adopt Ordinance No. 2012- _____, An Ordinance to Repeal the Office of Director of Finance and Treasurer, to Create the Office of Treasurer, and to Amend the Municipal Code as it pertains to such positions.
4. Motion to approve the job descriptions for Finance Director, to approve the Job Description for Treasurer effective May 1, 2012, and to approve a revised Job Description for the Director of Administration effective May1, 2012; all as presented in Item G.14 of the 1/10/12 Common Council meeting. [If necessary add the following: "except that they be modified to incorporate the supervisory structure set forth within the above employment agreements.]

CHARTER ORDINANCE

ORDINANCE NO. 2012-_____

AN ORDINANCE TO REPEAL THE OFFICE OF DIRECTOR OF FINANCE AND TREASURER,
TO CREATE THE OFFICE OF TREASURER, AND TO AMEND THE MUNICIPAL CODE
AS IT PERTAINS TO SUCH POSITIONS

WHEREAS, the Common Council having previously created the Office of Director of Finance and Treasurer, having reconsidered such position in the light of current circumstances, and having determined that repealing the Office of Director of Finance and Treasurer and creating the Office of Treasurer will promote the efficiency of the financial operations of the City while taking advantage of current resources.

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

SECTION 1:

Having previously consolidated the Office of Treasurer with another position, the Common Council of the City of Franklin, Wisconsin, consistent with Wisconsin Statutes Section 66.0101(4), as set forth under Wisconsin Statutes Section 62.09(3)(c), providing that a city may "proceed pursuant to s. 66.0101 to consolidate any such other office or offices", hereby elects to rescind such consolidation and to create the Office of Treasurer.

SECTION 2:

The Office of Director of Finance and Treasurer be and the same is hereby abolished and the Office of Treasurer be and the same is hereby created, and as such, Section 55-1. of the Municipal Code of Franklin, Wisconsin, is hereby amended as follows: under the column titled "Official", delete: "Director of Finance and Treasurer" and the respective accompanying methods of selection and terms of such official and in place thereof, insert: "Treasurer"; and under the column titled "Method of Selection", insert: "Mayor, subject to confirmation by majority of all members of Council"; and under the column titled "Term", insert: "Indefinite (removal by three-fourths vote of all members of Council)".

SECTION 3:

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

SECTION 4:

This Charter Ordinance shall take effect upon the expiration of sixty (60) days after its passage and publication or May 1, 2012, which ever comes later, unless, within such sixty (60) days, a petition signed by a number of electors of the City of Franklin equal to not less than seven

percent (7%) of the votes cast therein for governor of the last general election shall be filed in the office of the Clerk of the City of Franklin demanding that this Charter Ordinance be submitted to a vote of the electors and then, it shall only take effect upon submission to a referendum and approval by a majority of electors voting thereon, pursuant to Wis. Stat. §66.0101(5).

SECTION 5:

All ordinances and parts of ordinances in contravention to this Ordinance are hereby repealed upon the effective date established by Section 4 above.

Introduced at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012, by Alderman _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>Skw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/24/12
REPORTS & RECOMMENDATIONS	Restructuring of the Finance Department	ITEM NUMBER <i>G.S.</i>
<p>At the Common Council meeting of January 10, 2012, the Common Council considered a restructuring of the Finance Department that involved, in part, an amendment to the Charter Ordinance. The action item was tabled until this meeting and involved a series of inter-related action items, as did the motion tabling the item. Unfortunately, the item and recommendation as presented on January 10 is no longer viable in the manner as contemplated as the City Attorney has indicated that his firm is not interested in serving in the role as supervisor of the Planning Department. Nonetheless, following is a brief discussion on each of the items from the motion to lay over so that we can get further input on some of the potential details. Those can then be combined into a revised proposal for the following meeting.</p> <p>a) Contract with the City Attorney for the supervision of the Planning Department. This option is no longer under consideration because the City Attorney has indicated that, upon further consideration, his firm is not interested in serving in the role as supervisor of the Planning Department. Part of the discussion at the Common Council meeting was that such supervision should specifically include the right to hire and fire; however, Jim Korom, labor attorney, advises that as an independent contractor the City Attorney should only have advisory authority on discipline, hiring, and firing.</p> <p>b) Contract with Cal Patterson, for a period of time to be determined: Attached is a contract template patterned off his existing contract that could be used for Mr. Patterson to serve in a continued part-time position following the end of his current contract. This form generally removes items related to the succession plan. The highlighted areas (job title, scope of responsibility, to whom he reports, and time period) could be altered to address whatever structure or period the Common Council ultimately selects. Additionally, as in the present amended contract, it eliminates fixed automatic raises and, instead, incorporates those raises approved by the Common Council for other management employees. In order to improve efficiency and increase accessibility, it provides for a cell phone for business and personal use, as is now provided for under new IRS regulations. The job description should then be modified to reflect a corresponding scope of responsibility and reporting authority.</p> <p>c) Contract with the Director of Administration: Attached is a template largely patterned off my existing contract that could be used for revising my contract. The revised contract eliminates the automatic 3% annual raise (that last occurred in 2010) and implements the three-year pattern of salary adjustments previously implemented for most employee groups, consistent with my prior request (copy attached), as well as the fourth-year pattern as approved by the Common Council for management employees (2012 budget). This template eliminates supervision of Planning, adds supervision of the Finance Department, and emphasizes the additional budget process responsibilities; but any of the highlighted areas related to scope of supervision and responsibility could easily be changed to reflect the Council's final determination. In order to improve efficiency and increase accessibility, it provides for a cell phone for business and personal use, as is now provided for under new IRS regulations. The job description should then be modified to reflect a corresponding scope of responsibility and reporting authority. [Please recognize that as the Director of Administration I have a conflict of interest relative to matters of my own contract so you must assume that any comment or position I may have on this contract could be perceived to place my own interests above those of the City's; as such, I recommend the City contact the City Attorney or other such counsel relative to such matter.]</p>		

d) **Scenario with the Director of Administration supervising the Director of Finance and Treasurer.** This is part of the recommendation that was presented at the last meeting. These two positions would report to the Director of Administration thereby putting the Director of Administration in the direct chain of command relative to completion of the budget. This would also give the Director of Administration the ability to resolve discrepancies between the two different financial services divisions, which is consistent with the part of the plan that led to the combination of the two positions in 2004, and would more likely have senior management available in the event something happens during the absence of the part-time Treasurer. To absorb this additional workload, the Director of Administration would give up supervision of Planning. As such, it would not, overall, increase the Director of Administration's authority or workload. This scenario required the City Attorney to oversee Planning, but, as noted above, the City Attorney does not want and should not have such full supervisory authority.

e) **Scenario with the Director of Administration not supervising the Director of Finance and Treasurer.** Not having both positions report to the Director of Administration would, de facto, mean they would report to the Mayor. This would eliminate a single administrative staff or department head from having authority over both of these functional areas, which has been the case since their merger in 2004. Additionally, it would also likely lead to additional workload for the Mayor, which, it was argued, was not in the overall best interest of the City. In this scenario, the Director of Administration would remain available to supervise Planning.

f) **Scenario with some responsibilities of the Director of Finance divided among others.** Logically it would seem that if one contends that the single position of Director of Finance and Treasurer is too much work for one person then it should be possible to clip off pieces of the work thereby reducing the workload for that one individual. Attached is a memo from Mr. Patterson which addresses this issue relative to the sewer and water funds and TIF districts. Please recognize that what is suggested with this scenario is precisely what was done with the proposal to create a separate Treasurer position where certain duties were segregated to a Treasurer in order to reduce the workload on the Finance Director.

Nonetheless, it would not work well to, for example, simply contract out all of the duties allocated to the position of Treasurer. Cal's memo indirectly provides a good analogy of why that is the case. The breadth and interdependence of financial services performed makes it inefficient to carve out a portion of a chain of events and assign it to a contractor. That loss of control of the contractor's work process and difficulty in controlling their work inputs makes for an inefficient coordination of services. The reason it works while setting up a division between two employee positions is because one supervisor maintains clear control, everybody is in proximity to each other, and, ultimately, they are one team trying to complete their responsibilities together. It simply doesn't work that well with consultants. Consultant scope of services need to be clearly defined, and flexible allocations of workloads between consultants and employees do not generally work well (in a fixed-price contract the contractor tries to avoid work to increase profits and in an hourly-rate contract the contractor tries to increase hours to increase profits).

For example, the Treasurer position was recommended to have the responsibility to "provide financial management of, but not the accounting of, the water utility, sewer fund, and TIF districts, including providing the Board of Water Commissioners and CDA with professional guidance, assistance, and consultation." The Finance Director, on the other hand, would be responsible for the "accounting and financial reporting" in these areas. A similar bifurcation was made with the Self Insurance Fund, and a number of financial responsibilities were assigned to both positions designating one position "primary" and the other "secondary" responsibilities (for example with internal controls and receipting and disbursements). I could not have recommended these segregations of duties if one of the portions of the equation had been a consultant. The duties and roles are simply so closely related and the inputs to each other simply require such coordination and cooperation, that one party could not be a consultant and the process still be executed as smoothly or as cheaply. As Cal noted in his memo, this is exactly what was

discovered in the past and why those tasks were brought in-house. The same thing was found in completion of the Comprehensive Master Plan, which is why Planning staff eventually did so many components of the Plan themselves, ultimately saving over \$100,000 in the fund. I believe duties can be segregated in the manner proposed at the last meeting, if the resulting structure retains in-house staff under one point of management. In such a scenario, sharing of duties and assignment of the daily minutia and reaction to special circumstance and overall coordination of effort all benefit from one umbrella organization. Consultants are very rarely truly under your same umbrella.

Therefore the duties that could be broken out fall into two categories 1) those that were set forth in the proposed Treasurer's job description, but only if the duties remain assigned to employees under one chain of management; or 2) those identified by Cal which would take a broad range of functions supporting one individual fund and combine them, thereby giving up existing benefits of scale and creating the other potential problems identified by Cal.

g) **Charter Ordinance to repeal the Office of Director of Finance and Treasurer, to create the Office of Treasurer, and to amend the Municipal Code as it pertains to such positions, placed on the agenda following the above items. The packet from the last meeting has been attached.**

h) **Authorize the Mayor and Director of Administration to proceed with hiring a Director of Finance and Treasurer. The potential option/individual referenced by the Mayor was investigated and the individual is not, in fact, available.**

COUNCIL ACTION REQUESTED

Given that the alternative to contract with the City Attorney for the supervision of the Planning Department is no longer an option, the Mayor and Director of Administration request that the item is laid over until the meeting of February 7th for additional review and consideration of alternatives.

EMPLOYMENT AGREEMENT

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This agreement made and entered into this ____ day of January, 2012, by and between the City of Franklin (the "Employer") and Calvin A. Patterson (the "Employee").

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In consideration of the mutual covenants and promises contained in this agreement, the Employer and the Employee agree as follows:

Section 1. **Duties and Position.** The Employer hereby agrees to employ the Employee in the capacity of Director of Finance & Treasurer, serving as the City's Chief Financial Officer. As Director of Finance & Treasurer the Employee will have the duties and responsibilities to supervise, direct, analyze, interpret and communicate the finance and treasury operations of the Employer; to provide management of the department, information and guidance to the Mayor, Director of Administration, Department Heads, Finance Committee, Common Council, Community Development Authority and Board of Water Commissioners; and as more fully set forth by the City of Franklin "Job Description" approved by the Franklin Common Council on January 17, 2006 and as amended May 17, 2011 and January 20, 2012, to perform such other legally permissible and proper duties and functions, consistent with the scope of the job description, as the Director of Administration shall from time to time assign. As an Officer of the City of Franklin, however, the Employee acknowledges that duty assignments may also be made directly by the Common Council or Mayor.

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The Employee agrees to continue to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the financial operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence and initiative in exercising the duties of this position.

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Both parties acknowledge that if workloads exceed reasonable capacities, it will be necessary for the Director of Administration to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

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The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. The Employee and Employer agree, however, that effective May 1, 2012, the Employee shall switch to a schedule and workload equivalent to half-time employment. Half-time

is intended to reflect an average work schedule over the period of the agreement. Additionally, Employee is expected to attend periodic evening meetings as may be required. The Employee does have access to the City's approved Flex-time Policy. The Employee shall track and report hours worked to the Director of Administration.

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Additionally, both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Director of Administration. The Director of Administration shall notify the Employee, if it is deemed by the Employer, that the Employee is not balancing said demands reasonably or to the expectations of the City.

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During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. Term of Employment. The initial term of this contract shall commence May 1, 2012, and shall terminate December 31, 2013. Prior to the end of each contract term the Franklin Common Council may take action to extend the contract for a six-month period, or other such period as mutually agreed to, on the same terms and conditions.

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However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, except that during the first 180 days such termination shall be for cause or by mutual agreement. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council. In the event that Employee is terminated by Employer prior to the end of a contract term, the employee will be deemed to have retired at the date of separation from employment.

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Further, following January 1, 2013, which deadline shall not apply in the event of mutual agreement, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign/retire at any time subject only to Employee providing sixty (60) calendar days written notice of the Employee's intent to resign/retire.

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Section 3. SALARY. In consideration for the services rendered and effective with the initial term of the agreement, the Employer will pay the Employee a bi-weekly base salary of \$2,117.88, which reflects the half-time status. The base salary shall be increased 1% effective 7/1/12 and, effective 1/1/13 and continuing thereafter, the base

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salary shall be adjusted by same percentage as provided to other non-represented management employees by action of the Common Council.

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Salary payments shall be made in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice).

Section 4. PERFORMANCE EVALUATION. The Director of Administration, or as an Officer of the City of Franklin the Common Council shall review and evaluate the performance of Employee at his/their discretion and shall define such goals and performance objectives for the Employee as are necessary and required and within the scope of the job description.

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Section 5. BENEFITS. Effective May 1, 2012, except as otherwise provided for herein, the Employee shall be entitled to such benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above. Employee shall be entitled to 50% of such benefits (or at a 50% rate depending how the benefit is best described) as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees and as may be amended from time to time at the discretion of the Common Council, with the additions/modifications indicated below and with wages/salary as indicated in Section 3 above.

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1. Employer upon execution of this agreement agrees to provide full employer paid family health benefit coverage to Employee through August 1, 2014. However, termination for just cause will void this retiree benefit. Coverage shall be as an active employee during the term(s) of this agreement and as a retiree thereafter for the remaining portion of the period.
2. Employee shall continue to accrue 3.08 hours of vacation per pay period, which may be used at the discretion of the Director of Administration. All other leave balance types shall accrue at fifty percent of the rate specified in the referenced benefit resolution. Then current leave balance banks remain unaffected by the change in accrual rates.
3. Life insurance shall be maintained by Employer for the benefit of Employee at least equal to two (2) times the Employee's annualized bi-weekly base salary. In the event that Employer does not maintain such aforementioned life insurance in adequate amounts, Employer shall, within thirty (30) calendar days of Employee's death, pay to Employee's estate a lump sum payment equal to two

times the Employee's annualized bi-weekly base salary less any insurance in force.

4. Employee will be provided with a City-paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.

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5. Professional fees to be paid by the Employer at the discretion of the Director of Administration, (GFOA, WGFOA, etc.)

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6. The Employee may incur reasonable expenses for furthering the Employer's business, including expenses for entertainment, travel, and similar items. The Employer shall reimburse Employee for all business expenses after the Employee presents an itemized account of expenditures, pursuant to Employer policy and subject to approval.

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7. Employee shall upon reasonable notice, furnish such information and proper assistance to the Employer as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment. In addition, Employer agrees to provide indemnification from all claims pursuant to state statutes.

8. Upon termination, except for termination for just cause, Severance shall be paid out applying 11 years of full-time service and additional completed years thereafter, if earned, shall be applied as half-time service.

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9. Employee may continue to take family or single dental insurance by paying half of the monthly premium each month while an active employee. Upon termination or retirement, the Employee is eligible to continue dental coverage under COBRA and in accordance with COBRA provisions and timelines.

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Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. CONSULTING During any period of retirement while the Employee is receiving retiree health benefits the Employer through its Mayor and/or Common Council may contract with the Employee for the Employee to provide specific services on an hourly basis at \$75 per hour or on a project basis at a mutually agreed upon fee subject to the availability of the Employee and authorized appropriations.

Section 8. GENERAL PROVISIONS. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties. Following execution and upon its effective date, this Agreement supersedes the prior Employment Agreement.

If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin
By

Employee

Thomas M. Taylor, Mayor

Calvin A. Patterson

Dated: _____

Dated: _____

DRAFT AGREEMENT

This agreement made and entered into this _____ day of January, 2012, by and between the City of Franklin, (hereinafter "Employer"), and Mark W. Luberda, Director of Administration (hereinafter "Employee").

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In consideration of the mutual covenants and promises contained in this agreement, Employer and Employee agree as follows:

Section 1. DUTIES. Employer hereby agrees to employ Employee as Director of Administration to perform the duties described in the Director of Administration job description, a copy of which is attached hereto and made a part hereof by reference and to perform such other legally permissible and proper duties and functions, consistent with the scope of the attached job description, as the Mayor or Common Council shall from time to time assign, Employee agrees that such duties include managing the Facilities Division, Building Inspection, and the Finance Department and that, within the scope of this contract, the Director of Administration job description may be modified to incorporate such duties.

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The Employee agrees to perform at a professional level of competence the functions and duties of the position. Employee agrees to and shall be required to use his best efforts at all times to coordinate, streamline and make efficient city operations, under his scope of authority in accordance with the position description. To that end, it shall be the Employee's responsibility to take the initiative in investigating other areas where the operations may be coordinated, streamlined or made more efficient and Employee shall make recommendations in these areas. The Employee understands and agrees that an average level of performance is not acceptable under this contract and Employee must consistently exhibit above average skill, diligence, and initiative in exercising the duties of this position.

The Mayor and/or Common Council may establish written goals and objectives and/or a prioritization of tasks assigned to the Employee. Both parties acknowledge that if workloads exceed reasonable capacities, routinely and consistently exceeding 50-53 hours per week, it will be necessary for the Mayor and/or Common Council to establish written goals and objectives and/or a prioritization of tasks to assist the Employee in the allocation of time and resources.

The Employee agrees to devote the time necessary to complete the duties and responsibilities normally expected of the position during the term of this contract. Both parties acknowledge that the Employee must routinely devote time outside of normal office hours in the performance of the position's duties and that as an FLSA-exempt employee work hours remain flexible and are not fixed. As such, use of such flexible hours shall not require use of vacation or personal leave balances, provided, however, that such usage may not cover a full-day block of time without approval of the Mayor. The Mayor shall notify the Employee if it is deemed by the Employer that the Employee is not balancing said demands reasonably or to the expectations of the Associations.

During the term of this Agreement, Employee shall not engage in any other employment, occupation, or consulting that would materially conflict or interfere with the performance of Employee's duties and responsibilities without the prior approval of the Mayor.

Section 2. TERM: The term of this contract shall commence February 1, 2012, or upon execution whichever occurs later, and terminate February 1, 2015, except as otherwise provided for herein. A resolution may be submitted to the Franklin Common Council by November 1st, 2014, on whether to renew this contract for three (3) years on the same terms and conditions except salary and benefit increases set forth therein or as otherwise mutually agreed to. If the resolution does not pass by a majority vote, then Employee will be terminated February 1, 2015. If no resolution on renewal of this contract is submitted to the Common Council by November 1st, 2014, this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases. Thereafter, if no resolution on renewal of this contract is submitted to the Common Council by November 1st of each subsequent year this contract will automatically be renewed for 12 months under the same terms and conditions, subject to salary and benefit increases.

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However, it is expressly agreed and understood by the parties hereto that the Employee is an at-will employee of the Employer. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of the Employee at any time, subject only to Employer providing ninety (90) days written notice to Employee of the intent to terminate the services of Employee. It is further understood and agreed by the parties hereto that the Employee shall have no property right or vested interest in a renewal contract and no promise to renew shall be binding unless reduced to writing, approved by the Mayor and the Common Council.

Further, nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time subject only to Employee providing thirty (30) calendar days written notice of the Employee's intent to resign.

Section 3. SALARY. The automatic 3% wage increase due the Employee effective June 26th, 2011, in accordance with the employment agreement immediately preceding this agreement is hereby eliminated without any obligation upon the City. However, in consideration for the services rendered, the Employer shall increase the Employee's annual base salary in effect on January 1, 2011, and provide calculated retroactive pay, consistent with the pattern of wage settlements previously established by the City, as follows: 0% on 1/1/11, 1% on 7/1/11, 1% on 1/1/12, 1% on 7/1/12, 0% on 1/1/13, 2% on 7/1/13, 1% on 12/31/13, and 1% on 7/1/14 and will pay the Employee bi-weekly in the same manner as salaries of other city employees (currently bi-weekly and direct deposited to financial institution of employee's choice). Thereafter, commencing on 1/1/15, following and in conjunction with a satisfactory performance evaluation, the annual base salary shall be increased in accordance with the general wage increase provided to non-represented, management employees as determined by the Common Council for each same period.

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Deleted: Further, effective upon commencement of this contract, the Employee shall be paid a one-time payment of \$950, less required payroll taxes and deductions, which shall not become part of the base salary.
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In addition to Employee's salary above, Employer shall pay to Employee any temporary assignment pay over and above this Agreement for any work performed by Employee for job responsibilities not covered in the Job Description or "Duties" above and included in the job description of other employees.

Section 4. PERFORMANCE EVALUATION. The Mayor shall review and evaluate the performance of Employee during the first quarter of each calendar year. Annually the Mayor shall define such goals and performance objectives for the Employee which the Mayor determines are necessary and required and within the scope of the position description and "Duties" above. Based upon the Employee's performance, the Employee is eligible to receive merit compensation or to be considered under any merit pay program established by the City, provided, however, it is clearly

understood that the Employee has no right to additional merit compensation no matter what are the results of the performance evaluation.

Section 5. BENEFITS. Employee shall be entitled and subject to such comparable benefits as provided in the Resolution establishing benefits for full-time non-represented management employees of the City of Franklin and as otherwise established by the Common Council for exempt employees, with the following additions/modifications:

1. Employee shall be allowed to use his personal days at the discretion of the Mayor, which use shall not be unreasonably withheld.
2. Employee will be provided with a City paid cell phone to be used for business purposes and personal use in order to provide the City with greater accessibility to the Employee and to increase the efficiency of the Employee.
3. Employee's current vacation balance may be used at the discretion of the Mayor and Employee's vacation leave accrual rate shall be at 1 week per year greater than the rate provided other Non-Represented Management Employees, per the above referenced resolution, based upon the Employee's years of service as provided for therein.
3. Professional fees to be paid by the Employer at the discretion of the Mayor (IPMA, ICMA, etc.)
4. In the event of termination or non-renewal of this contract, the Employer will continue to pay for family medical insurance for the Employee for a period of 6 months following termination should the Employee be unable to secure comparable Medical insurance through subsequent employment and will continue to pay the Employee's then current salary for a period of 6 months following termination. This section shall not restrict the Employee's rights to an extension of access to health benefits, funded by the Employee, in accordance with COBRA.

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Section 6. RESIDENCY. During the term of this agreement, the employee shall not be required to become a resident of the City of Franklin.

Section 7. GENERAL PROVISIONS. This contract shall supercede a prior contract entered into November 21, 2007. The text herein shall constitute the entire agreement between the parties and may be amended or modified only by further written agreement between the parties.

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If any provisions or any portions of this agreement are held unconstitutional, invalid or unenforceable, the remainder of this agreement or portion thereof shall be deemed severable, shall not be affected and shall remain in full force and effect.

City of Franklin

Employee

By

Thomas M. Taylor, Mayor

Mark W. Luberdia

Dated: _____

Dated: _____

C-4

December 10, 2010

Mayor Tom Taylor
City of Franklin

Dear Mayor Taylor,

Effective September 1st of 2009, my employment agreement required that my salary be adjusted by 3% effective this past June 26th, 2010. At the time the June adjustment became contractually committed, the City had not yet established the wage pattern that has come into play. From a finance/accounting standpoint it would be useful to ensure all expenses for this year were booked in the current year. As such, at this time I respectfully request implementation of the 3% increase called for by my contract and obligated back on September 1, 2009 and effective this past June 26th.

As you are aware, we have since successfully implemented a 3-year pattern of wage increases in 5 of the 6 labor agreements (Dispatch remains outstanding). As of September 1, 2009, when my June increase became obligated, only AFSCME – Inspectors was settled. Since that time each other contract that had expired (except Dispatch) has been settled. Now that the negotiated pattern has been extended to nearly all employees, I believe it is important that it be extended to me as well. As such, please recognize that I would be open to a 3-year contract extension that eliminates the 3% increase currently scheduled for June 2011, and incorporates a wage adjustment pattern consistent with the labor units: 0% 1/1/11, 1% 7/1/11, 1% 1/1/12, 1% 7/1/12, 0% 1/1/13, 2% 7/1/13, and 1% 12/31/13. Naturally, the extension would continue to preserve the City's unilateral right for termination during the term of the contract.

Please implement the past due adjustment at this time (which does not require Common Council approval) and consider addressing a contract modification prior to the next contractual adjustment in June of 2011 (which would require Common Council approval). For your convenience, I have requested that Dana complete the required "pink sheet" and have attached it to this letter. Also, recognize that when it comes to my own contract, I must represent myself and not the City. As such, I have attached a copy of my current contract, so that you may confirm the items noted above. If you have any questions regarding this letter, please do not hesitate to contact me.

Sincerely,



Mark W. Luberd
422 Maple Lane
Williams Bay, WI 53191

M E M O R A N D U M

DATE: January 16, 2012
TO: Mark Luberda, Director of Administration
FROM: Cal Patterson, Director of Finance & Treasurer
RE: Water Utility, Sewer Fund and TIF Districts Impact on the Finance Department

You asked that I review the duties being done for the Water Utility, Sewer Fund and TIF Districts to see if there was a benefit to having those entities have their financial services done by others.

To do that you need an understanding of what is currently being done in the Finance Department relative to these functions:

Water Utility and Sewer Fund

1. Payroll is being processed for the water/sewer department employees
2. Based upon job coding payroll is separated between Water Utility and Sewer Fund activities and charged to the respective fund
3. Accounts payable bills are being processed for the Water Utility and Sewer Fund with a water utility voucher listing prepared for each payment cycle
4. Quarterly water and sewer billing is being reviewed and recorded (Billing is done in the Engineering department)
5. Payments against the billings are received and processed
6. Financial activities are being recorded in separate General Ledgers
7. Cash and investment activities are being managed
8. Capital Assets records with depreciation schedules are being maintained
9. Quarterly and Annual financial reports are prepared
10. Financial health of each activity is monitored
11. Financial advice is provided to the Board of Water Commissioners
12. Budgets are reviewed and submitted for approval
13. Sewer Billing rates are set annually based upon the expected costs for the coming year
14. Water rate cases are filed with the PSC for the Board of Water Commissioners
15. Multi year forecasts are prepared for the Board of Water Commissioners
16. Board of Water Commissioner's meetings are attended as needed

TIF Districts

1. Accounts payable bills are being processed
2. Financial activities are being recorded in separate General Ledgers
3. Cash and investment activities are being managed
4. Quarterly and Annual financial reports are prepared
5. Financial health of each activity is monitored and financial advice is provided to the Community Development Authority (CDA)
6. Forecasted activity is prepared for each district based on CDA decisions
7. Multi Year cash flow forecasts are prepared and shared with the CDA
8. Separate audits of TIF Districts are coordinated as required in WI. Statutes
9. TIF termination reporting to the State is prepared, as needed

Currently as part of the budget process the Water Utility, Sewer Fund and TIF Districts Funds are charged for the cost of providing these services. The estimated cost of Finance Department employees providing this work is calculated and a payroll allocation estimate is prepared and recorded. In this way these funds are paying for the services that they are using which reduces the cost to the City of operating the Finance Department. Substantially all of the costs of providing these services is recovered through the allocation without the necessity of internal time recording and internal billing of each activity. When on time activities like a TIF Termination arises a separate allocation is made for the time incurred. IF separate staffing for these services was obtained the cost of the Finance Department would increase because the allocation would no longer be applicable. The 2011 cost allocation amounted to \$62,000.

I have been asked many times over the years are these funds paying their fair share of department costs? My reply is that I believe that the allocation methodology does have them paying their fair share of Finance and other departments (primarily Clerk, Administration and Engineering) costs to provide services to these funds.

The Finance Department is organized along functional lines so the additional cost of providing these services is less than the separate cost of providing these services.

For instance could the Water Utility and Sewer Fund employ a single half time person to provide the services listed above? I do not believe they could even ignoring the substantial costs of separate systems. The variety of tasks and the different skill sets would make that difficult and more expensive to the City of Franklin ratepayers who would end up paying these extra costs.

The TIF Districts have been mentioned as an area that could possibly be outsourced. Looking at the nine areas above the most likely items to outsource would be the second half of item 5, item 7 and item 9. The second half of item 5 and item 7 were the items provided by Ehlers in the past. Why did we bring them in house? First of all the other parts of items 1 thru 8 were already being done by City Staff. The first thing that the consultant does after receiving a contact for providing financial review services is to ask City staff to provide them a list of information they needed to make up their forecasts. They then take the information, do the analysis and made the presentation to the CDA or Council.

In the case of TIF projections after reviewing their presentation it became obvious that 90% or better of the information was from the information provided by City staff. All that was required was to prepare a model that could be updated periodically with current project information and the same result could be achieved at significantly lower cost than using an outside consultant. Going back to an outside consultant saves very little staff time, costs the TIF Districts significantly more and results in a less informed staff that, due to the reliance on the outside consultant, which results in the CDA having to rely more on the outside consultants to provide their over site role.

Regarding Item 9 the same information needed for the termination reporting is also needed for the final audit of the TIF District. This information has been maintained by City staff, in a year by year format, so that it will be available for both the final audit and the termination reporting to the State. The cost of having outside contractor prepare item 9 will be significantly more than having staff do the work. It will also reduce the approximate 25% share of the remaining TIF District funds that the city will receive.

Because of the operating efficiencies associated with staff functions already being done and the higher costs to the Water Utility, Sewer Fund and TIF Districts increasing the resources to the Finance Department is a more efficient and effective use of resources than hiring a separate half time person for the Water Utility and Sewer Fund or farming out to consultants TIF Districts tasks.

<p>APPROVAL</p> <p><i>slw</i> <i>[Signature]</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/09/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Repeal the Office of Director of Finance and Treasurer, to Create the Office of Treasurer, and to Amend the Municipal Code as it Pertains to Such Positions</p>	<p>ITEM NUMBER</p> <p><i>II.B.</i></p>

At the Council meeting of 12/20/11, the Common Council approved a motion directing staff to proceed with the steps necessary to restructure the management of the Finance Department in light of the failure of the attempted hiring process to achieve any acceptable results. Part of that motion directed staff to create separate job descriptions for Finance Director and Treasurer, slightly revise the Director of Administration job description, and place them on the agenda for this meeting. Those are on your agenda this evening.

Although the job descriptions themselves can be approved by a simple majority vote, a charter ordinance is required to actually implement a new Treasurer job description. As the Treasurer is a statutory officer of the City and as the position (not job description) of Director of Finance and Treasurer was created by charter ordinance, the City Attorney advises that a charter ordinance is similarly needed to rescind the current position and create the Treasurer position.

A charter ordinance requires an approval vote of at least two-thirds, whereas the motion to proceed was approved 4-3 with the Mayor breaking the tie. The necessary charter ordinance, therefore, is being brought for your consideration at this time, because without its approval, the actions directed at the last meeting cannot ultimately be implemented.

The full packet of information from the last meeting is attached because the packet and memo provided a detailed explanation of the basis for the recommendation. You are strongly encouraged to read that packet again to understand the human resources and risk management basis for continuing to pursue the recommended strategy. Instead of repeating that information here, I will briefly present a more real world perspective on the scenario.

At this immediate time, only two options are generally available: 1) find a viable candidate for the position of Director of Finance and Treasurer or 2) restructure the position or department in some manner. The previous memo explained the failed attempt to fill the anticipated vacancy. The previous hiring process undertaken taught us the following: a) the job has incorporated such a broad range of duties that it effectively is very difficult to find a thoroughly qualified individual, b) there are very few interested/potentially qualified candidates (West Allis only had 10 applicants for a similar position), and c) the job entails more work than one person can reasonably accomplish (this last fact cost us the only three viable candidates). Again, please review the attached copy of the last packet for a more detailed discussion on this aspect of the issue.

As Human Resources Director, I do not have any evidence to suggest that a second hiring process will yield any better results than the first effort, and I am very concerned that the few candidates ultimately deemed qualified all rejected the position. I believe this is very telling evidence that there is a high probability that a second hiring process will not be successful and that we should learn from our efforts.

Nonetheless, if the Common Council provides no alternative and effectively requires that the Mayor and staff attempt the hiring process again, we will of course do so. I would be remiss, however, if I did not further explain to the Council the potential risks and significant costs if the hiring process again yields poor or no results.

If a second hiring process again fails to find a qualified candidate, the City would very likely face a vacancy at the position of Director of Finance and Treasurer at the end of April. Staff would of course try to step in to fill the void, but the Council must be aware that this would be an expensive, stop-gap, and potentially risky scenario. In the event of such a vacancy, certain tasks would have to be parsed out to consultants or postponed. This is similar to what occurred in the Planning Department a few years back. As occurred in Planning at that time, consultants were much more expensive than staff. The City could expect to pay \$135 to \$75 per hour for consultant support from accounting or public finance firms. Direct investment management would likely be forgone, and the state investment pool would likely again become the City's primary investment tool. This highlights a single example of the potential lost revenues that could occur with a vacancy. Cal's direct investment management currently has a significant investment earning three to ten times the rate of the state pool. Such a vacancy could also put revenue or expenditures at risk if certain procedures are unintentionally overlooked due to insufficient staff. For example, less-than-attentive monitoring of grant requirements could inadvertently lead to a failure to meet grant requirements and loss of the funds or, worse, a requirement to reimburse funds. The bottom line is that either expensive consultants will fill the void or an already staff-short system will struggle to avoid potentially costly errors or oversights.

If the hiring process only finds a moderately qualified candidate, the City will similarly have to parse out aspects of the job to expensive consultants or will simply receive a lower level of service than we expect or currently receive. For example a less qualified candidate might not have figured out the internal loaning strategy Cal identified for the coming year which will generate a three-year savings of over \$430,000 (and helped balance our 2012 budget). Similarly, a less qualified candidate might again require that the CDA, for example, gets its financial advice and cash flow scenarios from (expensive) consultants, such as previously occurred with Ehlers. These are just two examples.

As noted above, the Common Council must first decide the question of retaining our current structure or restructuring the position. I am simply advising you that retaining the current structure and continuing to try to find a viable candidate at our general rate of pay is a potentially very risky scenario. There is apparently a very narrow qualified candidate pool for the breadth of responsibility that we now require of the position. Obviously, the City faces these same risks everyday in the "hit-by-a-bus" scenario. At this point in time, when we can see the bus coming - we have an opportunity to consider if an alternative course of action can limit our risks and potentially avoid costly or problematic events.

~~It was on this basis that it was recommended that an alternative be considered. Again, the attached document from the last meeting describes in greater detail the benefits of a reallocation of the duties of the Director of Finance and Treasurer that takes advantage of known and available resources. Importantly, it also restructures the Finance Director position to align it with a larger segment of the job market place. Such a strategy significantly reduces the risks identified above, particularly given that it takes advantage of known employees with proven skill sets. At the same time, the alternative presented restricted the new personnel to part time one-half time employee. (Alternatively, a full-time Assistant Finance Director could be added but this would involve two new personnel and is likely more expensive (if more information is needed on this option, please advise) or the Planning Manager can serve without cabinet level oversight thereby reducing the cost of the proposed option.)~~

6-2

As highlighted above, if the Common Council agrees that there is an unacceptable risk to attempting to fill the Director of Finance and Treasurer position, particularly given what experience has already taught us, then the Common Council must conclude that restructuring the position or department in some manner must be considered. Although expressed differently in the packet from the last meeting (it was discussed from a detail human resources and risk management perspective), this is the same conclusion that was reached in the recommendation provided by the Mayor and myself. I don't believe that the City has to – or should – accept the added risk. I believe the proposal previously recommended is the most cost effective manner to allocate known resources and skill sets to the tasks at hand and thereby reduce the potential risks and costs identified. Therefore, approval of a charter ordinance eliminating the position of Director of Finance and Treasurer and creating the position of Treasurer is the best alternative and is recommended.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2012-____, An Ordinance to Repeal the Office of Director of Finance and Treasurer, to Create the Office of Treasurer, and to Amend the Municipal Code as it Pertains to Such Positions.

CHARTER ORDINANCE

ORDINANCE NO. 2012-_____

AN ORDINANCE TO REPEAL THE OFFICE OF DIRECTOR OF FINANCE AND TREASURER,
TO CREATE THE OFFICE OF TREASURER, AND TO AMEND THE MUNICIPAL CODE
AS IT PERTAINS TO SUCH POSITIONS

WHEREAS, the Common Council having previously created the Office of Director of Finance and Treasurer, having reconsidered such position in the light of current circumstances, and having determined that repealing the Office of Director of Finance and Treasurer and creating the Office of Treasurer will promote the efficiency of the financial operations of the City while taking advantage of current resources.

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

SECTION 1:

Having previously consolidated the Office of Treasurer with another position, the Common Council of the City of Franklin, Wisconsin, consistent with Wisconsin Statutes Section 66.0101(4), as set forth under Wisconsin Statutes Section 62.09(3)(c), providing that a city may "proceed pursuant to s. 66.0101 to consolidate any such other office or offices", hereby elects to rescind such consolidation and to create the Office of Treasurer.

SECTION 2:

The Office of Director of Finance and Treasurer be and the same is hereby abolished and the Office of Treasurer be and the same is hereby created, and as such, Section 55-1. of the Municipal Code of Franklin, Wisconsin, is hereby amended as follows: under the column titled "Official", delete: "Director of Finance and Treasurer" and the respective accompanying methods of selection and terms of such official and in place thereof, insert: "Treasurer"; and under the column titled "Method of Selection", insert: "Mayor, subject to confirmation by majority of all members of Council"; and under the column titled "Term", insert: "Indefinite (removal by three-fourths vote of all members of Council)".

SECTION 3:

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

SECTION 4:

This Charter Ordinance shall take effect upon the expiration of sixty (60) days after its passage and publication or May 1, 2012, which ever comes later, unless, within such sixty (60) days, a petition signed by a number of electors of the City of Franklin equal to not less than seven

percent (7%) of the votes cast therein for governor of the last general election shall be filed in the office of the Clerk of the City of Franklin demanding that this Charter Ordinance be submitted to a vote of the electors and then, it shall only take effect upon submission to a referendum and approval by a majority of electors voting thereon, pursuant to Wis. Stat. §66.0101(5).

SECTION 5:

All ordinances and parts of ordinances in contravention to this Ordinance are hereby repealed upon the effective date established by Section 4 above.

Introduced at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012, by Alderman _____.

PASSED AND ADOPTED at a regular meeting of the Common Council of the City of Franklin this 10th day of January, 2012.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>1/10/12</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Creating Finance Director and Treasurer Job Descriptions and Amending the Job Description of the Director of Administration</p>	<p>ITEM NUMBER</p> <p>G, 14.</p>

At the Council meeting of 12/20/11, the Common Council approved a motion directing staff to proceed with the steps necessary to restructure the management of the Finance Department in light of the failure of the attempted hiring process to achieve any acceptable results. Part of that motion directed staff to create separate job descriptions for Finance Director and Treasurer, slightly revise the Director of Administration job description, and place them on the agenda for this meeting.

Attached for your consideration are the job descriptions reflecting the distribution of duties as set forth in the memo from the Director of Administration (dated 12/15/2011) that accompanied the item on the last agenda.

The Finance Director position would take effect upon approval so that a job description is available for use within the hiring process. As can be seen, the position duties were structured to enhance the ability to maintain and monitor internal control issues and coordinate such issues with the Treasurer position. This position is essentially "the City's CPA" and would maintain the general ledger, payroll, and accounts payable systems, in addition to many other specific tasks. The position would report to the Director of Administration following expiration of the current succession plan. The position was slotted at range IX based upon a review of current salaries reported in applications recently received and placing the anticipated necessary salary level at mid-range.

The Treasurer position would be a City "officer" position as is statutorily required and would take effect May 1, 2012, upon expiration of the current contract for Calvin Patterson. The position would be filled as a half-time position as would be set forth within the applicable employment agreement. Again, internal control issues have been balanced with those of the position of Finance Director. The position (full-time comparable) was slotted at range IX recognizing a comparable level of experience requirements and responsibilities between this and the Finance Director positions. If approved, however, an employment agreement for Mr. Patterson, which would take effect May 1 following his current contract, would be prepared for a future Common Council meeting, which would set the salary and terms of his employment.

The Director of Administration job description has very few changes. It reflects the position's supervision of the above positions effective May 1, 2012, following completion of the existing succession plan. It also reflects elimination of the position's supervision of the Planning Department. It adds the primary responsibility for oversight of the City's budget process. Placement within the salary grade is not changed. If approved, a revised employment agreement for the current Director of Administration would be prepared for a future Common Council meeting.

G-6

The May 1 effective date corresponds to the end of the current approved succession plan, but a primary reason for the delay is that the requirement to establish the Treasurer position by Charter Ordinance forces a minimum delay of 60 days in the effective date. The job descriptions need not be approved if the Common Council elected not to approve a Charter Ordinance that provides for the position of Treasurer.

The Personnel Committee will review the job descriptions on January 9, 2012.

COUNCIL ACTION REQUESTED

Motion to approve the Job Description for Finance Director, to approve the Job Description for Treasurer effective May 1, 2012, and to approve a revised Job Description for Director of Administration effective May 1, 2012.

CITY OF FRANKLIN
Job Description

Job Title:	Treasurer	Deleted: Director of Finance &
Department:	Finance - Treasury Office	Deleted: and Treasury
Reports to:	Director of Administration	Deleted: Mayor
Salary level:	Management/Administrative/Supervisory Level IX	Deleted: XI
FLSA Status:	Exempt	
Prepared by:	Mark Luberd & Dana Zahn	Deleted: Calvin A. Patterson
Prepared Date:	January 5, 2012	Deleted: May 17 Deleted: , 2011
Approved By:	Common Council	
Approved Date:	January 10, 2012	Deleted: May 17, 2011
Summary:	Supervise, direct, analyze, interpret and communicate treasury operations of the City, provide management of the Treasury Office, and provide information and guidance to the Mayor, Director of Administration, Finance Committee, and Common Council Members.	Deleted: the finance and Deleted: to Deleted: departments
Essential Duties and Responsibilities:	Manage the investment of City funds, including but not limited to making the short term investment decisions for the City, in accordance with investment policies and goals, and with local, state, and federal regulations, including maintaining required investment records and preparing necessary reports.	
	Supervise and maintain the City's cash receipting system to ensure the proper receipt, deposit and recording of all funds received.	Deleted: i
	Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.	
	Evaluate, develop, recommend, and implement treasury policies that will result in sound fiscal and treasury management.	Deleted: fiscal and
	Analyze, interpret, and communicate financial operating results (monthly, quarterly, and through special reports) to provide information, guidance, and technical financial support to City officials and departments.	Deleted: and Deleted: and provide technical financial support to City departments
	Prepare complex financial analysis and reports and provide high level consultation to City officials on treasury management issues.	Deleted: P Deleted: financial and Deleted: Prepare complex financial analysis and reports

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In regards to cash receipting, has primary responsibility for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited and City assets are safeguarded to the extent possible.

In regards to disbursements, has secondary responsibility for establishing and maintaining good internal control policies and procedures and ensuring proper segregation of duties to the extent possible with available manpower in order to see that all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's bank statement reconciliation to receipts must be signed and dated by both the preparer and the Treasurer indicating the bank reconciliation was completed, reviewed, and acceptable.

Supervise the annual property tax collection to ensure that all funds received are properly credited against taxpayers' receivable balance and deposited daily, that timely payment is made to other taxing jurisdictions, and that the final settlement is timely made to the County.

Supervise the subsequent collection of delinquent personal property taxes to maximize the subsequent collection of these delinquent taxes to the extent possible and the timely chargeback of any uncollected personal property taxes to the taxing jurisdictions.

Monitor the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.

Supervise and maintain the operation of the treasury data processing systems and analyze and recommend data processing alternatives.

Provide financial management of, but not the accounting of, Impact fees and the Self Insurance Fund including the setting of reimbursement rates from City departments, employees, and retirees to ensure the solvency of this fund.

Provide financial management of, but not the accounting of, the water utility, sewer fund, and TIF districts, including providing the Board of Water Commissioners and Community Development Authority with professional guidance, assistance, and consultation.

Supervise and train assigned personnel, to ensure development of their full potential.

Calculate the tax bills to ensure that the proper amounts get billed to taxpayers.

Ensure the statutory duties of Treasurer are performed as required and serve as an "officer" of the City of Franklin.

Attend meetings, when required, to support treasury items. This may include meeting outside of normal business hours.

Maintain and catalog permanent treasury records as required by the State.

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Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications:

Education and Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting or finance, five (5) years of either accounting experience (municipal accounting preferred) or finance experience (a focus on treasury, banking, or investments preferred), or any equivalent combination of education and experience.

Licensing and Certification:

Certified Public Accountant, or Certified Public Finance Officer certification or Certified Governmental Finance Manager certification or Certified Treasury Professional (Association for Financial Professionals).

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate, and administer policies and procedures for effective treasury fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration.

Supervision Exercised:

Exercises supervision of the Deputy Treasurer.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

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Deleted: Mayor, except when the position of Chief Financial Officer (CFO) is filled, in which instance the Director of Finance & Treasurer reports to the Chief Financial Officer who shall supervise, oversee, and mentor this position and may delegate, move, and/or assign duties, tasks, and authorities of this position between this position and the CFO position

Deleted: Accounting Supervisor and
Deleted: ¶

Familiar with computers and computer software including financial, tax, cash receipting, and special assessment software, spreadsheet, database, presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

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Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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Manage the investment of City funds including making the short term investment decisions for the City in accordance with investment policies and goals, and local, state and federal regulations including maintaining required investment records and preparing necessary reports.

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Act in the lead role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

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Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

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Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

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Supervise and maintain the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.

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Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.

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Prepare the annual adopted budget document based on the input received.

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Supervise preparation of the annual audit and prepares the City's Comprehensive Annual Financial Report.

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Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts
Prepare the annual property tax rates for use in the annual property tax bills.

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Maintain all official treasury accounting records and insures that reporting is in conformance with generally accepted government accounting principles.

Insure.

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Provide the Board of Water Commissioners with assistance in financial matters.

Provide the Community Development Authority with assistance in financial matters.

Supervise the financial aspects of Impact fees for the City.

**CITY OF FRANKLIN
Job Description**

Job Title: Finance Director, Deleted: Director of
Department: Finance Finance Office Deleted: & Treasurer
Reports to: Director of Administration, Deleted: and Treasurer
Salary level: Management/Administrative/Supervisory Level IX Deleted: Mayor
FLSA Status: Exempt Deleted: XI
Prepared by: Mark Lubberda & Dana Zahn Deleted: Calvin A. Patterson
Prepared Date: January 5, 2012 Deleted: May 17, 2011
Approved By: Common Council
Approved Date: January 10, 2012 Deleted: May 17, 2011

Summary:
 Supervise, direct, analyze, interpret and communicate the financial operations of the City, provide management of the Finance Office, and provide information and guidance to the Mayor, Director of Administration, Finance Committee and Common Council Members.

Essential Duties and Responsibilities:

Supervise and maintain the City's general ledger, accounting, and financial reporting operations to ensure the accurate, efficient, and transparent maintenance of the City's financial documents.

Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.

Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.

Evaluate, develop, recommend and implement fiscal policies that will result in sound fiscal management.

Analyze, interpret and communicate financial operating results (monthly, quarterly and through special reports) to provide information and guidance to City officials and departments and provide technical financial support to City departments.

Provide high level consultation to City officials on financial management issues, and prepare complex financial analysis and reports

In regards to cash receipting, has secondary responsibility for establishing and maintaining good internal control policies and procedures and for ensuring proper segregation of duties to the extent possible with available manpower in order to see that all receipts are properly deposited and City assets are safeguarded to the extent possible.

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In regards to disbursements, has primary responsibility for establishing and maintaining good internal control policies and procedures and ensuring proper segregation of duties to the extent possible with available manpower in order to see that all disbursements are properly expended and City assets are safeguarded to the extent possible. To ensure the proper review of bank statements is performed on a regular basis, each month's Treasury office bank statement reconciliation must be reconciled to the General ledger which must be signed and dated by both the preparer and the Director indicating the bank reconciliation was completed, reviewed, and was acceptable.

Act in a secondary role in debt management, bond issuance and credit rating issues including determining appropriate times to refinance existing debt to ensure the most efficient use of the City's bond capacity and borrowed monies.

Maintain the City's special assessment collection system to ensure the proper collection of special assessment receivables from taxpayers when due.

Supervise and maintain the operation of the financial data processing systems and analyze and recommend data processing alternatives.

Support the Director of Administration throughout the annual budget process, including, but not limited to, preparing revenue and expenditure budget forecasts, coordinating, compiling, and summarizing departmental requests for capital and operating budgets; supporting departments by preparing personal service budgets and assisting with budget-related issues; monitoring changes to the budget as it goes through the review process; and preparing components of the budget document.

Supervise the accounting and financial reporting of the Self Insurance Fund, the Water Utility, the Sewer Fund, the TIF districts and Impact fees, and to report such information to the appropriate oversight Board or Commission, as necessary.

Supervise and train assigned personnel to ensure development of their full potential.

Supervise preparation of the annual audit and prepares the City's Comprehensive Annual Financial Report.

Receive the tax levy certifications from the other taxing jurisdictions and combined with the City of Franklin tax levy information calculate the proper tax increment for the TIF Districts.

Prepare the annual property tax rates for use in the annual property tax bills.

Maintain all official accounting records and ensure that reporting is in conformance with generally accepted government accounting principles.

Attend meetings, when required, to support financial items. This may include meeting outside of normal business hours.

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Maintain and catalog permanent finance records as required by the State.

Peripheral Duties:

Perform other duties and assume other responsibilities as apparent or as delegated.

Minimum Qualifications

Education and Experience:

Graduation from an accredited college or university with a Bachelor's degree in accounting, five (5) years accounting experience (municipal accounting preferred), a minimum of two years in public accounting preferred, or any equivalent combination of education and experience.

Licensing and Certification:

Certified Public Accountant or Certified Public Finance Officer certification or Certified Governmental Finance Manager certification.

Necessary Knowledge, Skills and Abilities:

Thorough knowledge of regulations, policies and procedures that apply to accounting and financing in municipal government.

Ability to read, analyze and interpret complex documents.

Working knowledge of data processing equipment and applications which apply to municipal government.

Ability to formulate, initiate and administer policies and procedures for effective fiscal control.

Ability to plan, delegate and supervise personnel in a manner that will gain and maintain respect.

Ability to maintain effective and respected work relationships with other appointed officials, elected officials, department heads and the general public.

Ability to present and communicate ideas and concepts in public and private, both verbally and in writing.

Ability to make independent judgments that have highly significant impacts on the organization.

Supervision Received:

Reports to: Director of Administration.

Supervision Exercised:

Exercises supervision of the Accounting Supervisor

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion and sound judgment.

Tools and Equipment Used:

Familiar with computers and computer software including financial, cash receipting, special assessment and payroll software, spreadsheet, database,

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¶ Provide the Community Development Authority with accounting and reporting assistance in financial matters. ¶

¶ Maintain the accounting and reporting of Impact fees for the City. ¶

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presentation and word processing software, copy machine, fax machine, 10-key calculator and telephone.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to walk; use hands and fingers to operate, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

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Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderately quiet.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

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Supervise and maintain the City's payroll operations to ensure the efficient handling of employees' pay, deductions and benefit payments.		
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Supervise and maintain the City's accounts payable operations to ensure the efficient and timely handling of payment of the City's obligations.		
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Supervise and maintain the City's cash receipting system to insure the proper receipt, deposit and recording of all funds received.		
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Prepare the annual revenue and expenditure budget forecast, coordinate the requests for capital and operating budget expenditures and summarize the budgets requests for the Mayor, Finance Committee and Common Council all under the general direction of the Mayor and Director of Administration. Monitor the changes to the budget as it goes through the review process. Support the departments by preparing, for their review, the departmental personal service budgets and assisting them with budget related issues.		
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Prepare the annual adopted budget document based on the input received.		
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including the setting of reimbursement rates from City departments, employees and retirees to insure the solvency of this fund		
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Calculate the tax bills to insure that the proper amounts get billed to taxpayers.		
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Insure the statutory duties of Treasurer are performed as required.		

CITY OF FRANKLIN
Job Description

Job Title: Director of Administration
Department: Administration
Reports To: Mayor
Salary Level: Management/Administrative/Supervisory Level XII
FLSA Status: Exempt
Prepared By: Dana Zahn, Human Resources Coordinator
Prepared Date: January 5, 2012
Approved By: Resolution 2012-
Approved Date: January 10, 2012

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Summary Directs and coordinates administration of City of Franklin in accordance with policies and Ordinances, as determined by the Mayor and Common Council or other authorized elected officials by performing the following duties personally or through subordinate supervisors. Functions as the Human Resources Director.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

Supervise and coordinate City staff and contracted employees in the following departments: Administration, Assessor, Municipal Buildings, Building Inspection, Finance and Information Services.

Serves under the direction of the Mayor facilitating City wide Department Head meetings and in the absence of the Mayor has the authority to resolve any urgent administrative matters and refers to Council President for policy direction.

Act as Chief Negotiator in all labor contract negotiations including handling grievances and arbitrations.

Administer the human resources policies and administrative contracts of the city.

Attend meetings as required by the Mayor and Common Council. This may include meetings outside of normal business hours.

Keep the Mayor and Common Council advised about developments in the City's administration, business and affairs and such matters as may be directed by the Mayor or Common Council.

Make recommendations for the improvement of the efficiency and quality of the services

Comment [d1]: Was given responsibility for Building Inspection 1/29/07. Planning was added in November of 2007. These two departments were not added to the job description. Planning is now being deleted from the duties of this position and the Finance Department is being added.

performed by the City. Research and coordinate application for appropriate grants and aids in consultation with the Mayor and other department heads.

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Monitor county, state and federal legislation for potential impact on the affairs of the City.

Assure that all City ordinances and resolutions are efficiently and equally administered.

Represent the City in intergovernmental and legislative functions as requested by the Mayor.

Assure that annual performance reviews are conducted per Common Council directive.

Develop and administer an Employee Appraisal and Growth program that reflects the tasks of each department and adds efficiency and employee growth to the benefit of the employee and the citizens.

Assumes lead role in the annual preparation of the Mayor's recommended budget, the compilation of the Finance Committee's recommended budget, and the Common Council's approved annual budget. Presents budget to the Finance Committee, Common Council, and the general public.

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Deleted: Provide input to the Mayor and Director of Finance & Treasurer as they prepare the annual City budget requests for submission to the Finance Committee, Mayor and Common Council.

Assure that all City property and personnel are properly protected by adequate insurance coverage.

Inform the Mayor and Common Council concerning any proposed change in services rendered to City residents, taxpayers or City-located businesses.

Provide departmental staff support to the Personnel Committee, Technology Committee, Police & Fire Commission, and the Finance Committee.

Assure a uniform and effective information technology system throughout the City. This includes managing the outside contractor that provides the ongoing systems support, the geographic information system and the telephone system.

Provide overall management of the Assessor's Office through direction to the contracted assessor.

Manages special projects and provides staff support to special committees and task forces as directed by the Mayor and Common Council.

Act as Plan Administrator for the City's defined benefit and defined contribution Pension Plans and for the Employee Health and Welfare Benefit Plan.

Produce and maintain the City web site, newsletters and other communication media.

Develops City policies for approval by the Mayor and Common Council.

Act as City of Franklin Public Information Officer/Administration during City emergencies.

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Oversee the issuance of requests for proposals and recommend selection of consultants for various City projects.

Function as the City's representative to the Milwaukee County Community Development Block Grant Program.

Act as City representative to the Senior Meals Program to ensure City support of the program.

Review monthly financial operating statements for assigned departmental budgets and approve City administrative costs (including office supplies, postage meter, copy machines, UPS, land and cell phones, etc.)

Supervisory Responsibilities

Manages subordinate supervisors and directly supervises non-supervisory employees in the Administration, Information Services, Municipal Buildings, Building Inspection, Finance and Assessor Departments. Is responsible for the overall direction, coordination, and evaluation of these units. Oversees outside contractual services. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Education and/or Experience

Bachelor's degree (B. A.) from four-year college or university in Human Resources Management, Public Administration, Business Administration or a related field (Master's Degree is preferred); at least five years related experience and/or training; or equivalent combination of education and experience. Must have demonstrated experience as the chief negotiator in collective bargaining. Demonstrated experience with Wisconsin interest arbitration law and public sector labor negotiations preferred.

Language Skills

Ability to read, analyze, and interpret very complex documents. Ability to respond effectively to very sensitive inquiries or complaints. Ability to write speeches and articles using original or innovative techniques or style. Ability to make effective and persuasive speeches and presentations on controversial or complex topics to Cabinet Level Officers of the City, public groups, boards and commissions and/or the Common Council.

Mathematical Skills

Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts of accounting and budgeting to practical situations.

Reasoning Ability

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

Computer Skills

To perform this job successfully, an individual should have knowledge of Internet Explorer software; Spreadsheet software and Word Processing software.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Physical Demands The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this Job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

Other Qualifications

Within one (1) year of appointment, it is desirable to have the Director of Administration become and remain a City of Franklin resident.

Miscellaneous The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer

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and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/07/12
REPORTS & RECOMMENDATIONS	Reschedule Common Council meeting of February 21, 2012	ITEM NUMBER <i>6, 11.</i>

Due to the Primary Election on February 21, 2012 the Common Council may wish to reschedule the Common Council meeting.

COUNCIL ACTION REQUESTED

Motion to reschedule February 21, 2012 Common Council meeting to _____.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/7/2012</p>
<p>Licenses and Permits</p>	<p>Miscellaneous Permits</p>	<p>ITEM NUMBER</p> <p><i>H.1.</i></p>

See attached list from meeting of February 7, 2012

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

February 7, 2012 – 5:50 p.m.

1.	Call to Order & Roll Call	Time		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class B Beer 5:55 p.m.	AL Food Serving, LLC d/b/a Moondance Coffee Agent: Mirel Ismolli 7001 S 27 th St			
Operator 6:00 p.m.	Najera, Ali L 8627 W Cascade Dr Franklin, WI 53132 The Landmark			
Operator	Fischbach, David J 12139 W Waterford Ave Greenfield, WI 53228 The Landmark			
Operator	Hart, Desirea D 2413 W Rawson Ave Oak Creek, WI 53154 Hodach Citgo			
Operator	Ismolli, Dorina 1825 Drexel Blvd South Milwaukee, WI 53172 Moondance Coffee			
Temporary Class B Beer & Wine	St Martin of Tours School – Spagetti Dinner Person in Charge: Jeanne Johnson Location: 7933 S 116th St Date of Event: 2/18/2012			
Temporary Class B Wine	St Martin of Tours Church – Elvis is in the Building Person in Charge: Diane Winkowski Location: 7933 S 116th St Date of Event: 3/3/2012			
Temporary Entertainment & Amusement	St Martin of Tours Church – Elvis is in the Building Person in Charge: Diane Winkowski Location: 7933 S 116th St Date of Event: 3/3/2012			
Temporary Class B Wine	St Martin of Tours Church – Grand March Dinner/ Auction/Raffle Person in Charge: Diane Winkowski Location: 7933 S 116th St Date of Event: 3/24/2012			
Temporary Class B Beer	St Martin of Tours Church – Talent Show Person in Charge: Diane Winkowski Location: 7933 S 116th St Dates of Event: 4/27/2012 thru 4/29/2012			
Temporary Entertainment & Amusement	St Martin of Tours Church – Talent Show Person in Charge: Diane Winkowski Location: 7933 S 116th St Dates of Event: 4/27/2012 thru 4/29/2012			

People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	St Paul's Lutheran School – School Outreach Picnic Person in Charge: Sarah Derouin Fees Waived: Park Permit Date of Event: 5/31/2012			
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.

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APPROVAL <i>Slw</i> <i>OP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/7/2012
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I. 1.</i>

Provided separately for Council approval is a list of vouchers Nos. 141555 through 141733 in the amount of \$1,081,905.03. Included in this listing is \$ 43,744.93 in Library vouchers and \$ 2,789.00 in Fund 45 vouchers. The net City vouchers are \$ 1,035,371.10

Approval is requested for the net payroll of January 27, 2012 in the amount of \$ 366,574.10.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range of Nos.141555 through 141733 in the amount of \$ 1,035,371.10.

Approval is requested for the net payroll of January 27, 2012 in the amount of \$ 366,574.10.