

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/19/13
Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Intergovernmental Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard and authorize staff to go out for bids to relay and/or reline 31 private laterals and to disconnect the foundation drains in 11 homes located on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard.	ITEM NO. <i>G.6.</i>

BACKGROUND

Pursuant to the private property infiltration and inflow (PPII) program developed and funded by the Milwaukee Metropolitan Sewerage District (MMSD), the Rawson Homes Subdivision (the oldest sanitary sewers in the City) has been identified by flow testing to have major problems with private property infiltration and inflow. The private laterals on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard have been tested and 31 of the 33 qualify for either lining or relay. The attached agreement is for the funding of 31 private laterals to either be relayed or having "T" liners installed and for 11 homes to have their plumbing rehabilitated to disconnect the foundation drains.

ANALYSIS

The MMSD has developed an Intergovernmental Agreement for the lateral and foundation rehabilitation on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard. Staff has reviewed and recommended approval of an Intergovernmental Agreement with the MMSD to fund the work at a cost of \$268,000. The work necessary on the laterals and plumbing is considered public works project and must be competitively bid.

OPTIONS

Approve

or

Table

FISCAL NOTE

All costs, except for administration, will be funded by MMSD. At this time, the City of Franklin has a balance of funding from the MMSD of \$639,935.51.

RECOMMENDATION

Motion to adopt Resolution 2013-_____, a resolution authorizing officials to execute an Intergovernmental Agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the private property infiltration and inflow (PPII) elimination on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard and authorize staff to go out for bids to relay and/or reline 31 private laterals and to disconnect the foundation drains in 11 homes located on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard.

JMB/db
Encl.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN INTERGOVERNMENTAL AGREEMENT
WITH THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT (MMSD)
FOR THE PRIVATE PROPERTY INFILTRATION AND INFLOW (PPII) ELIMINATION
ON S. 37TH PLACE BETWEEN W. RAWSON AVENUE AND W. MADISON BOULEVARD
AND AUTHORIZE STAFF TO GO OUT FOR BIDS
TO RELAY AND/OR RELINE 31 PRIVATE LATERALS
AND TO DISCONNECT THE FOUNDATION DRAINS IN 11 HOMES
LOCATED ON S. 37TH PLACE
BETWEEN W. RAWSON AVENUE AND W. MADISON BOULEVARD

WHEREAS, the Milwaukee Metropolitan Sewerage District (MMSD) has developed and funded a private property infiltration and inflow (PPII) program; and

WHEREAS, the City has through flow testing identified that the Rawson Homes Subdivision has major inflow and infiltration problems; and

WHEREAS, the City has through closed circuit television dye injection has identified that major infiltration is entering the sanitary sewer system through private laterals; and

WHEREAS, the MMSD has developed an agreement where they will fund to cost to mitigate the infiltration and inflow on S. 37th Place; and

WHEREAS, the agreement provides for rehabilitation of 31 laterals and the disconnection of 11 foundation drains with sump pump installation and storm laterals; and

WHEREAS, funds are available from the MMSD PPII Program to fund this program.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, which the Mayor and City Clerk are, authorized to execute an agreement whereby the MMSD will fund the testing for PPII on S. 37th Place between W. Rawson Avenue and W. Madison Boulevard as so stated in the agreement in the amount of \$268,000.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
JMB/db

Funding Agreement FR02

Private Property Infiltration and Inflow Reduction Agreement

This Agreement is made between the Milwaukee Metropolitan Sewerage District (District) with its principal place of business at 260 West Seeboth Street, Milwaukee, Wisconsin 53204-1446 and the City of Franklin (Municipality), with its municipal offices at 9229 W. Loomis Road, Franklin, WI 53213.

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

WHEREAS, the District is responsible for collecting and treating wastewater from the Municipality's locally owned collection system; and

WHEREAS, the Municipality's sewers collect wastewater from lateral sewers located on private property and owned by private property owners; and

WHEREAS, during wet weather events stormwater enters lateral sewers through defective pipes and leaky joints and connections ("infiltration) and stormwater also enters lateral sewers from foundation drains, improper connections and other sources ("inflow"); and

WHEREAS, infiltration and inflow increases the amount of wastewater that the District must collect and treat; and

WHEREAS, during wet weather events infiltration and inflow ("I/I") into privately owned sewers contributes to the risk of sewer overflows; and

WHEREAS, the District wishes to fund measures to reduce I/I from private property.

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

1. Date of Agreement

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

2. District Funding

The District shall reimburse the Municipality for \$268,000 in costs for the private property I/I control work described in Attachment A ("the Work"). The District funding shall be provided as a reimbursement upon submission of quarterly invoices. Beyond the financial support for the Work, the District shall have no involvement in ownership, construction, maintenance or operation of the Work. The Municipality shall identify the District as a funder in informational literature and signage.

3. Procedure for Payment

The Municipality shall submit an invoice to the District for the amount to be reimbursed. Invoices may be submitted no more often than quarterly. The invoice should include a documentation of all costs to be reimbursed. Invoices from consultants shall provide the hourly billing rates, if applicable, the hours worked by individuals, and a summary of the tasks accomplished.

Reports and invoices shall be submitted to:

Jerome Fogel, P.E.
Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, WI 53204 – 1446

Final reimbursement will not be provided until the project is complete and the Deliverables have been received.

4. Changes in Work and Modifications to the Agreement

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

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

5. Ongoing Reporting Obligation

For a period of five years following the completion of the Work, the Municipality agrees to report to the District any problems which may arise with the completed Work. This information may be used by the District in planning future I/I reduction efforts.

6. Permits, Certificates and Licenses

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

7. Public Bidding

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

8. Responsibility for Work, Insurance and Indemnification

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

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

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

9. Terminating the Agreement

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

10. Exclusive Agreement

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

11. Severability

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

12. Applicable Law

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

13. Resolving Disputes

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

14. Notices

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

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

15. No Partnership

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

16. Assignment

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

17. Public Records

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

**MILWAUKEE METROPOLITAN SEWERAGE
DISTRICT**

CITY OF FRANKLIN

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

By: _____
Thomas M. Taylor
Mayor

Date: _____

Date: _____

Approved as to form:

Clerk:

Attorney for the District

Sandi Wesolowski

Attachment A

In August of 2012, the City as part of its Phase I Investigative Work Plan, performed dye testing and CCTV on 33 building laterals on 37th Place between Rawson Avenue and Madison Boulevard. The City Plumbing Inspector also performed an internal inspection of 8 of the 11 houses that have basements and is continuing to complete the last 3. The main line 8" sewer is one of the oldest in the City and is a dead end sewer serving only 37th Place.

Of the 33 laterals, 31 exhibited severe root intrusion or structural defects that allowed dye water into the system. All of the laterals are quite shallow (6' ±) and the majority of them leaked where the lateral crossed under the roadside drainage ditch. It is assumed that all 11 houses with basements have foundation drain connections to the floor drain through a Palmer Valve.

Description of Work:

The City plans to rehabilitate the 31 laterals from the main line to a point close to the house foundations. Of the 31, 4 will be relayed with PVC pipe due to structural problems, 17 will be lined with a cured-in-laced lining and 11 will either be lined or replaced depending upon cost-effectiveness (see attachment).

The plan will also include the installation of sump pumps and storm lateral extensions to the roadside ditch to enable the disconnection of 11 basements with foundation drain connections.

The City will use MMSD flow monitoring following rehabilitation to quantify the effectiveness of the program

Location of Work:

South 37th Place between Rawson Avenue and Madison Boulevard.

Public Education/Outreach:

The City will be obtaining an access agreement, and "temporary easement" from each of the property owners. It is anticipated that there will be 100% participation since the City is offering the lateral rehab and sump pump and storm lateral at no cost to the homeowner.

Budget:

31 laterals to be rehabilitated @ \$6,000/lateral	=	\$186,000
11 foundation drain disconnections with sump pump installation and storm lateral @\$5,000/house	=	\$ 55,000
Work Plan/Meetings		\$ 3,500
Engineering, Design Services @ 6%	=	\$ 14,460
Bidding and Construction Administration		
Services @ 2%	=	\$ 4,820
City Plumbing Inspector		<u>\$ 4,000</u>
Approximate Total Cost	=	\$267,780

Schedule:

Bidding - December/January (2012)

Construction (2013)

February 1 - Start

July 1 - Substantial Completion

September 1 - Final Completion

Procurement:

Plans and Specifications are being prepared by Franklin's consultant and will be submitted to the MMSD for review prior to bidding. The City will publically bid the Lateral Rehabilitation and Foundation Drain Removal and choose the lowest cost and most responsible and responsive bidder.

Data Collection:

- Footage, size and type of lateral rehabilitated per house.
- Inspection Reports will be prepared by the Plumbing Inspector.
- The City Plumbing Inspector will be on-site as necessary to ensure quality of

workmanship.

- The MMSD will supply flow metering to gauge rehab effectiveness.
- The City will determine if warranty inspections will be required when preparing the bidding documents.

Deliverables:

1. Map of participating homes with electronic data base format of associated information including without limitation: property tax i.d., address, and column categories of work performed by property including lateral lined, cleanout installed, section repair, etc.
2. Provide samples of all Public Involvement/Public Education documents.
3. Draft plan and specification documents for review for all proposed work.
4. Final version of project documents including but not limited to plans, specifications, bidding documents, and meeting schedule reviewed and approved by the District.
5. Accurate schedule of field activities updated on a bi-weekly basis.
6. Notification of public and project meetings with inclusion of the District in participation thereof.
7. Progress reports on project activities and public involvement (PI) activities on a monthly basis or with pay reimbursement request, whichever occurs more frequently.
8. Inspection reports from the field engineer for work completed on a monthly basis or with expense reimbursement request, whichever occurs more frequently.
9. Photo documentation of project work in jpeg format on disc, jump drive or other format agreeable to both parties.
10. Quality control and quality assurance reports by the contractor submitted on a regular basis as work progresses.
11. Post work survey results collected from property owners.
12. Summary report upon completion of the project outlining quantifiable results of the completed work based on pre-work estimates, measurements, or data collected. The report shall include a specific section reporting on the results of the PI effort including follow up contact with residents in the project area as included in the PI plan. The report shall include specific details on the results of the efforts in planning that were intended to maximize efficiency and results as well as lessons learned throughout the project that may be applied in subsequent projects. The report shall include accounting of total project costs including municipality internal costs by category (engineering, public outreach, etc).
13. The City will be responsible for providing pre work flow data and reporting post work flow monitoring data and or other data related to identified measures of success for at least 2 years post work completion or as long as data is available, whichever period is longer, and reporting on any problems with the work for 5 years.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>Slw</i> Reports & Recommendations	SUBJECT: A resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision (S. 36th Street south from W. Missouri Avenue to W. Madison Boulevard)	2/19/13 ITEM NO. <i>6.7.</i>

BACKGROUND

Visu-Sewer has completed the private property closed circuit televising (CCTV) and dye water flooding of laterals on S. 37th Place and has agreed to hold same cost for S. 36th Street.

ANALYSIS

The proposed CCTV and dye study will identify which of the 31 private laterals on S. 36th Street produce high infiltration and/or inflow and will require either relay or rehabilitation. This work is covered by the funding agreement with MMSD.

OPTIONS

Approve

or

Table

FISCAL NOTE

All cost will be borne by the District and the City will be reimbursed. No cost to be borne by the property owner.

RECOMMENDATION

Motion to adopt Resolution No. 2013 - _____ a resolution authorizing officials to execute an Engineering Services Agreement with Visu-Sewer for the private property closed circuit televising and dye water flooding of laterals in the Rawson Homes Subdivision (S. 36th Street south from W. Missouri Avenue to W. Madison Boulevard)

JMB/db

RESOLUTION NO. 2013 - _____

A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE
AN ENGINEERING SERVICES AGREEMENT WITH VISU-SEWER
FOR THE PRIVATE PROPERTY CLOSED CIRCUIT TELEVISIONING
AND DYE WATER FLOODING OF LATERALS
IN THE RAWSON HOMES SUBDIVISION
(S. 36TH STREET SOUTH FROM W. MISSOURI AVENUE TO W. MADISON BOULEVARD)

WHEREAS, the Milwaukee Metropolitan Sewerage District (District) has developed and financed a program to be utilized by communities in the District to take action to remove inflow and infiltration (clear water) on private property from entering the City's sanitary sewer system; and

WHEREAS, the Mayor has appointed an interview committee to recommend the selection of a consulting engineering firm to provide the engineering services to conduct a private property closed circuit televising and dye water flooding; and

WHEREAS, staff has recommended a pilot or demonstration project on the oldest sanitary sewers in the City and has selected S. 37th Place from W. Rawson Avenue to W. Madison Boulevard as the pilot or demonstration project; and

WHEREAS, the private property lateral inspections will be reimbursed to the City by the District with no cost to the City or property owner; and

WHEREAS, the pilot project and monitoring will provide the necessary information to the City to plan for the City's private property program; and

WHEREAS, a proposal by Visu-Sewer for the private property closed circuit televising and dye water flooding, which was rated as one of the two best qualified firms by the interview committee; and

WHEREAS, Visu-Sewer has agreed to complete the closed circuit televising and dye water flooding at the same cost for S. 36th Street.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement whereby Visu-Sewer shall provide private property closed circuit televising and dye water flooding of laterals. This agreement being subject to review and approval of City Attorney.

INTRODUCED at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

JMB/db

36th St. Private Property I/I Pilot Program

CONTRACT AGREEMENT

This Agreement is made as of the 11th day of February 2013, by and between Visu-Sewer, Inc. and The City of Franklin.

RECITALS

Visu-Sewer, Inc. (the "Contractor") shall provide services to The City of Franklin (the "Client") for the Private Property dye injection and lateral inspection project.

AGREEMENTS

In consideration of the mutual covenants and agreements set forth in this Agreement, the parties agree as follows:

1. Scope of Work. Contractor agrees to perform the work specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein. Client agrees to provide support and fulfill all obligations specified in Attachment A, on a good faith basis under and all terms and conditions set forth herein.

2. Compensation. The Client shall compensate Contractor for the Work as set forth on Attachment A. The parties agree the Unit prices listed include labor, materials, equipment, rent, supplies, taxes, insurance and any and all other items of cost necessary to complete the Work.

The Client shall pay Contractor for the Work as follows:

(a) Invoicing. Contractor may submit invoices to the Client for progress payments on or before the last Sunday of each month. Contractor agrees to prepare such invoices in a form and supported by such documentation as the Client may reasonably require.

(b) Payment. The Client shall issue payment to the Contractor within 30 days of receipt of invoice.

(c) Final Payment. The Client will make final payment of any balance to Contractor upon completion of the Work and receipt of all deliverables and all Project-related documents and data that are required to be furnished under this Agreement. Final payment will be made within 30 days of receipt of final invoice.

3. Performance. Contractor will perform the Work only under safe conditions in accordance with all appropriate OSHA regulations. Beyond cones and signs, traffic control will be coordinated by the Client. Contractor will exercise the reasonable skill and judgment normally employed by companies providing the same or similar services. If Contractor fails to timely correct any deficiency in the performance of the Work, The Client may cause the same to be corrected and deduct costs incurred from Contractor's compensation.

4. Time Table for Performance of Services. Contractor will complete the Work between May 2013 and July 2013.

5. Staffing. Contractor shall provide, at its own expense, all personnel required to perform its duties and responsibilities under this Agreement.

6. Lower Tier Subcontracts. Any proposed or existing subcontract(s) between Contractor and a subcontractor ("Subcontractor") to perform a portion of the Work hereunder must, before work is begun, be submitted to and approved in writing by the Client. Contractor will bind all Subcontractors to the provisions of this Agreement.

7. Liens. Contractor agrees to promptly pay for all services, labor, material and equipment used or employed in performing the Work and further agrees to maintain the materials, equipment, structures, buildings and premises of the Client and any other subject matter hereof, free and clear of mechanics or other liens.

8. Codes, Laws, Regulations, Permits and Licenses. Contractor agrees to comply with all applicable codes, laws, regulations, standards and ordinances in force with respect to the Work during the term of this Agreement. Client agrees to obtain and pay for all permits and licenses required by law that are associated with the performance of the Work. Contractor agrees to give all applicable regulatory agencies notice where required by law of its performance of the Work on the Project.

9. Reports/ Records. Contractor shall provide the Client with two copies of all reports, analysis, notes, drawings, prints and plans prepared by Contractor under the terms of this Agreement, at Contractor's expense, upon completion of the Work. Contractor shall maintain all of its records pertaining to this Agreement for not less than three years following the completion of this Agreement and shall provide for the inspection and

copying of such records by the Client upon request.

10. Confidentiality and Publicity. Contractor agrees not to disclose the nature of the Work or the Project or engage in any other publicity or public media disclosures with respect to the Work or the Project without the prior written consent of the Client.

11. Insurance. Contractor shall, during the term of the Agreement, maintain insurance coverage with an authorized insurance carrier acceptable to the Client in the amounts equal to the minimum limits set forth below:

A. Limit of General/ Commercial Liability	\$2,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Excess Liability for General Commercial or Automobile Liability	\$2,000,000.00
D. Worker's Compensation and Employers' Liability	Per Statute

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

12. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Client, Client's officers, employees, agents, commissions and agencies from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys and other professionals and reasonable court and/or alternative dispute resolution costs) caused by the negligent or intentional and wrongful acts of Contractor, its officers, directors, employees, agents and consultants with respect to this Agreement.

13. Conflict of Interest. Contractor warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Contractor warrants that it will immediately

notify the Client if any actual potential conflict of interest arises or becomes known to the Contractor. Upon receipt of such notification, a Client review and written approval is required for the Contractor to continue to perform work under this Agreement.

14. Modifications and Additional Assignments. The Contractor will give the Client prompt written notice of any development that affects the scope or timing of the Work or any defect in the Work of Contractor. The Client agrees that it will negotiate any additions or modifications to the Work with the Contractor.

15. Miscellaneous.

(a) Specific Performance. In the event of any controversy concerning the rights or obligations under this Agreement, such rights or obligation shall be enforceable in court of equity by a degree of specific performance. Such remedies shall, however, be cumulative and nonexclusive and shall be in addition to any other remedy which the parties may have.

(b) Amendment. This Agreement may only be amended by a written agreement of the Client and the Contractor.

(c) Governing Law and Disputes. This Agreement shall be construed pursuant to the laws of the State of Wisconsin, The venue for any disputes arising under this Agreement shall be the Circuit Court for Milwaukee County. The prevailing party shall be entitled to its costs, including its reasonable attorney's fees, incurred in any litigation.

(d) Waiver. The failure of the Client or Contractor to insist, in any one or more instances, upon performance of any of the terms or conditions of this Agreement, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

(e) Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing and mailed by certified mail, in the case of the Contractor, to:

Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072

and in the case of the Client, to:

The City of Franklin
9229 W. Loomis Rd.
Franklin, WI 53132

or to such address as the Client or Contractor may designate by notice in writing to the other.

(f) Successors and Assigns. This Agreement shall be binding upon and accrue to the benefit and burden of and shall be enforceable by the Client and Contractor, their successors and assigns. This Agreement may not be assigned by Client or Contractor without the written consent of the other.

(g) Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason whatsoever, it is agreed such invalidity or unenforceability shall not affect any other provision of this Agreement and the remaining covenants, restrictions and provisions thereof shall remain in full force and effect and any competent jurisdiction may so modify the objectionable provisions so as to make it valid, reasonable and enforceable.

(h) Entire Agreement. This Agreement contains the entire agreement between the parties with regard to the matters contained herein. This Agreement supersedes and takes precedence over any prior agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date set forth above.

Visu-Sewer, Inc:

City of Franklin:

BY: Randy Belanger

BY: _____

NAME: Randy Belanger

NAME: _____

TITLE: Sales Manager

TITLE: _____

Attachment A

To: John Bennett P.E.
City of Franklin
9299 West Loomis Road
Franklin, WI 53132
414-425-7510

From: Mike Blazejovsky
Visu-Sewer, Inc.
W230 N4855 Betker Dr.
Pewaukee, WI 53072
262-695-2340

Date: 2/11/2013

Project: 36th St. - Private Property I/I Pilot Program

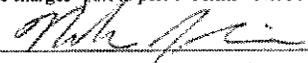
Visu-Sewer is pleased to offer the following services:

Inspect up to 32 sanitary sewer laterals to determine sources of private property I/I, in the City of Franklin. The proposal includes a variety of the following services: lateral dye injection, lateral televising, sonde lateral tracing/marking, ditch flooding, DVD's, inspection reports and one (1) pass with the jet if needed in the sewer main to provide camera access. (If needed and authorized, mainline root cutting, removal of protruding taps and mineral deposits, will be completed at \$300.00 per hour.) Heavy cleaning and easement lines will be quoted individually. **Note** - lateral inspection is limited by the condition of the lateral pipe - i.e. roots, debris, bends etc. Maximum length of the LETS inspection camera is 80 feet. This proposal does not include the removal of obstructions from the sewer lateral or televising from the basement clean-out.

- | | |
|---|-------------------------|
| 1.) Set-up camera in manhole. | \$350.00 per set-up |
| 2.) Set-up LETS camera to launch in lateral. | \$190.00 per lateral |
| 3.) LETS lateral inspection. | \$ 0.75 per linear foot |
| 4.) Lateral dye injections (up to three (3) injection site per lateral. | \$250.00 per lateral |
| 5.) Additional dye injection sites. (Beyond three (3)) | \$100.00 each |
| 6.) Sonde lateral tracing and marking. | \$125.00 each |
| 7.) Ditch dye water flooding. | \$200.00 each |

The City of Franklin will obtain written permission from all home owners to perform services that require access to private property, remove roots and obstructions from laterals prior to televising, provide access to all manholes, water for our jet truck from nearby hydrants(without charge), and a dump site for captured debris. Visu-Sewer will provide labor and equipment to complete the project. Thank you for the opportunity to quote on this project. If you have any questions please do not hesitate to contact us at 800-876-8478.

All material guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. This proposal may be withdrawn if not accepted within 30 days of issue. Time and material rates are charges "port to port". Terms - Net 30 days.



Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. VSC&S, Inc. is authorized to do the work as specified.

Date: _____ Signature: _____

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE 2/19/13
Reports & Recommendations	SUBJECT: Motion to authorize staff to advertise for bids for 2013 Local Street Improvement Program	ITEM NO. <i>G, 8.</i>

BACKGROUND

The Board of Public Works at their February 12, 2013 meeting approved of a proposed 2013 Local Street Improvement Program.

ANALYSIS

The 2013 local street program has a total length of 3.47 miles (City total being 166 miles). All of these streets have a rating of three (3) of 10. A majority of roads will be pulverized and paved consistent with current practices.

Included in this year's program is \$50,000 for the removal and replacement of severely defective concrete curb and gutter. The proposed removals are typically fronting at drives and mailbox. They are on streets with ratings of four (4) or more and therefore on streets that won't be rehabilitated for a number of years. This program began last year and will need to extend several more years to complete.

Also included in this year's program is \$30,000 for the repair of the S. 60th Street bridge over the Root River, south of W. Oakwood Road.

OPTION

Proceed with the early competitive bidding.

or

Hold for additional information.

FISCAL NOTE

The 2013 Street Improvement Program has an estimated cost of \$881,780. The program fund for 2013 was budgeted at \$778,450. It is believed savings will be realized with early competitive bidding. The Street Improvement fund has several hundred thousand dollars balance to draw from, if approved.

Also, if necessary, a program street could be dropped to lower the total cost.

RECOMMENDATION

Motion to authorize staff to advertise for bids for 2013 Local Street Improvement Program.

RJR/sg

Enc.

PROPOSED 2013 LOCAL ROAD IMPROVEMENT PROGRAM
CITY OF FRANKLIN

<u>NAME</u>	<u>FROM</u>	<u>TO</u>	<u>STREET SECTION</u>	<u>LENGTH (LF)</u>	<u>ESTIMATED COST</u>
W. County Line Road	260' east of S. 124th Street	S. 108th Street	Rural	4,800	\$166,725
S. Mission Drive	W. Church Street	W. Friar Lane	Urban	1,165	54,945
S. Mission Drive	W. Church Street	W. Robinwood Lane	Urban	635	29,965
W. Candlestick	S. Mission Drive	W. Chapel Hill Drive	Urban	855	28,480
W. Larkspur Road	W. Somerset Drive	Cul-de-sac	Rural	955	48,525
S. 116th Street	W. Woods Road	W. Shield Drive	Rural	400	18,665
W. Shields Drive	S. 116 th Street	West 300'	Rural	350	16,425
S. 122nd Street	W. Belmar Drive	W. Rhoder Avenue	Rural	775	34,950
S. 59th Street	W. Beacon Hill Drive	W. Allwood Drive	Urban	765	23,310
S. 61st Street	W. Hillside Court	South 350'	Urban	350	19,320
W. Hillside Court	S. 61st Street	East to cul-de-sac	Urban	250	23,780
W. Cascade Drive	S. 58th Street	S. 60th Street	Urban	860	53,000
W. Venture Drive	S. 108th Street	East to Terminus	Urban	405	54,325
W. Acre Avenue	S. 36th Street	S. 42nd Street	Rural	1,900	84,555
W. Southland Drive	S. 35th Street	S. 42nd Street	Rural	2,228	86,310
W. Drexel Avenue	500' east of S. 35th Street	East 500'	Rural	500	17,600
W. McShane Road	South North Cape Road	West to City Limits	Rural	1,140	40,900
Curb & Gutter Remove/Replace	Existing subdivisions				50,000
S. 60th Street Bridge Repair	Root River	South of W. Oakwood Road			30,000
		PROGRAM TOTAL:		<u>18,333 LF</u> (3.47 MI)	<u>\$881,780</u>
		PROGRAM FUNDS BUDGETED:			\$778,450

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2013
REPORTS & RECOMMENDATIONS	Resolution to Amend the Civil Service System Personnel Administration Program Which Addresses the Promotional Career Path Exception for Engineering Technician I to Engineering Technician II	ITEM NUMBER <i>G.9.</i>

Section 5.5.2.1, "Promotional Career Path Exceptions: Engineering Technician I to Engineering Technician II", of the Civil Service System Personnel Administration Program, was initially set up to provide for an internal career path for Engineering Technician I to move to Engineering Technician II. In very short summary, this path was established to encourage retention and avoid frequent retraining. The City has four levels of Engineering Technician, as such it is not uncommon for another community's entry level step to be more in alignment with our Engineering Technician II, which sets us up as a potential training ground. For example, someone hired as an Engineering Technician I in Franklin with very little or no experience would likely be hired at the initial step, and, therefore under the current language, would need to be in the position for four years before qualifying to test for the next level. Commonly, we expect to get at least two years from an individual at an entry level job, which is also a common number of years of experience other communities might list as a qualification for the Engineering Technician II level position. The result could mean a year or two period during which the individual is effectively encouraged to look elsewhere to accelerate their advancement. This does create a scenario of higher levels of potential turnover, more frequent retraining, and loss of Franklin-specific experience.

Therefore, it is being recommended to amend Section 5.5.2.1 of the Civil Service System Personnel Administration Program, which addresses the promotional career path exception for Engineering Technician I to Engineering Technician II, as follows.

"5.5.2.1 Engineering Technician I to Engineering Technician II: An Engineering Technician I is eligible to take the test for promotion to Engineering Technician II, upon achieving one of the following standards: a) the individual has been in Step 4 of the Engineering Tech I position for 1 full year; b) the individual has been in the position of Engineering Technician for at least two full years; or c) the individual has been in the position of Engineering Technician I for at least one full year and with approval of the Mayor following review of a written performance evaluation, justification, and recommendation from the City Engineer and input from the Director of Administration. In each instance, the individual must have at least satisfactory performance. If the individual satisfactorily passes the test, as determined by the Civil Service Committee, the individual would be promoted to Engineering Tech II Step 1. If the individual fails the initial exam, the individual may retake the same or similar test, as determined by the City, in 6 months provided performance remained at least satisfactory. If the individual again fails the test, the individual may continue to take the test yearly, provided that it has been at least 1 year from the date they last took the test and provided performance remains at least satisfactory."

In summary, the proposed language adds options b) and c) to the text and targets two-years in the position as the standard minimum prior to taking the test for the next level. An option for as little as one-year internal experience is available in the event of special circumstances or a high performer; Mayoral approval is required in this instance. In all cases, the individual must be performing at least at a satisfactory level to sit for the promotional exam.

This item will be brought before the Personnel Committee at their February 18, 2013 meeting. Staff will apprise the Common Council at their meeting of February 19th on the action taken by the Personnel Committee on this item.

COUNCIL ACTION REQUESTED

Motion to approve Resolution No. 2013- _____, "A Resolution to Amend the Civil Service System Personnel Administration Program Which Addresses the Promotional Career Path Exception for Engineering Technician I to Engineering Technician II".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL
ADMINISTRATION PROGRAM WHICH ADDRESSES THE PROMOTIONAL
CAREER PATH EXCEPTION FOR ENGINEERING TECHNICIAN I TO
ENGINEERING TECHNICIAN II

WHEREAS, Section 5.5.2.1, Promotional Career Path Exceptions: Engineering Technician I to Engineering Technician II, of the Civil Service System Personnel Administration Program provides for an internal career path for Engineering Technician I to move to Engineering Technician II; and

WHEREAS, staff and the Personnel Committee recommend the following action in order to establish a reasonable and appropriate human resources practice consistent with the City's internal promotion policy, to encourage retention, and to avoid frequent retraining.

NOW, THEREFORE, BE IT RESOLVED, that Section 5.5.2.1, Promotional Career Path Exceptions: Engineering Technician I to Engineering Technician II, of the Civil Service System Personnel Administration Program be amended as follows:

“5.5.2.1 Engineering Technician I to Engineering Technician II: An Engineering Technician I is eligible to take the test for promotion to Engineering Technician II, upon achieving one of the following standards: a) the individual has been in Step 4 of the Engineering Tech I position for 1 full year; b) the individual has been in the position of Engineering Technician for at least two full years; or c) the individual has been in the position of Engineering Technician I for at least one full year and with approval of the Mayor following review of a written performance evaluation, justification, and recommendation from the City Engineer and input from the Director of Administration. In each instance, the individual must have at least satisfactory performance. If the individual satisfactorily passes the test, as determined by the Civil Service Committee, the individual would be promoted to Engineering Tech II Step 1. If the individual fails the initial exam, the individual may retake the same or similar test, as determined by the City, in 6 months provided performance remained at least satisfactory. If the individual again fails the test, the individual may continue to take the test yearly, provided that it has been at least 1 year from the date they last took the test and provided performance remains at least satisfactory.”

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 19th day of February, 2013 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 19th day of February, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

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<p style="text-align: center;">APPROVAL</p> <p><i>slw MWZ</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;">2/19/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE THE POSITION OF "INTERN", TO CLARIFY POSITION CATEGORIZATIONS AS SET FORTH IN THE DEFINITIONS, AND TO CLARIFY THE ALLOWABLE TERM FOR AN "EMERGENCY APPOINTMENT"</p>	<p>ITEM NUMBER</p> <p style="text-align: center;"><i>G, 10.</i></p>

The attached resolution solves multiple issues with the Civil Service System Personnel Administration Program (hereafter Civil Service) and the Employee Handbook. Following are brief comments about each of the actions.

- 1) It is necessary to create the proper language to allow for the use of an Intern as the City has used in both Engineering and Planning and as is desired by the Library. An Intern becomes a subclassification of Limited-Term, Part-Time Employee. The language itself is fairly self explanatory as to its intent and limitations. An intern will not receive benefits.
- 2) Civil Service anticipates, but should more clearly anticipate, identifying each position and individual within its designated category. The second action makes this designation process very clear.
- 3) The third action incorporates the designation anticipated above into the category of Extended-Term Part-Time Position Without Benefits and, therefore, more clearly identifies its application and intent. The language is self explanatory and retains the current general practice of not extending benefits to part-time employees less than 20 hours per week, except for grandfathering-in two Custodial positions.
- 3) The fourth action incorporates the same step for the Extended-Term Part-Time Position With Benefits by clarifying the intent of and application of the previous language relative to Partial Benefits Designation. This action enables the Library Board to pursue expanding the hours of individual Library Shelves and Library Assistants beyond 19 hours per week, while not extending dental, health, or pension benefits to the workers. The partial benefits refer to the intent to extend prorated leave benefits to the positions. The same intent is set forth for the positions of Cashier and Lead Cashier.
- 4) The fifth action does the same as the fourth but does so for the Employee Handbook, so that both documents are consistent.
- 5) The sixth action attempts to establish a consistent maximum term for "limited term" employees (other than Interns) and reconciles it with the 7-month period established for seasonal employees.
- 6) The seventh action eliminates an inconsistency between Sections 7.5 and 7.6 as to the maximum term for an emergency appointment and retains the 30 working day standard in Section 7.6.

The existing language of Section 1.4 of Civil Service is attached for your convenience. The Personnel Committee will review this request at their meeting of February 18th, 2013. I recommend approval.

COUNCIL ACTION REQUESTED

Motion to approve Resolution #2013- _____, "A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE THE POSITION OF "INTERN", TO CLARIFY POSITION CATEGORIZATIONS AS SET FORTH IN THE DEFINITIONS, AND TO CLARIFY THE ALLOWABLE TERM FOR AN "EMERGENCY APPOINTMENT".

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE THE POSITION OF "INTERN", TO CLARIFY POSITION CATEGORIZATIONS AS SET FORTH IN THE DEFINITIONS, AND TO CLARIFY THE ALLOWABLE TERM FOR AN "EMERGENCY APPOINTMENT"

WHEREAS, the Civil Service System Personnel Administration Program does not adequately address the use of interns or the planned use of an intern at the Library and the position of an intern is often beneficial to the organization and the individual; and

WHEREAS, the Civil Service System Personnel Administration Program anticipates identifying each position and individual within its designated category as described in the "Definitions." As such, it is necessary to add certain text relative to such categorizations to the Definitions as detailed below; and

WHEREAS, the Civil Service System Personnel Administration Program requires reconciliation of language addressing the allowable length of appointment for "limited-term" appointments, and consistently establishing a term of 7 months, except in the case of Interns; and anticipates identifying each position and individual within its designated category as described in the "Definitions." As such, it is necessary to add certain text relative to such categorizations to the Definitions as detailed below; and

WHEREAS, eliminating an inconsistency in the allowable term for an "Emergency Appointment" is a beneficial clarification.

WHEREAS, staff and the Personnel Committee recommend the following actions.

NOW, THEREFORE, BE IT RESOLVED, as follows:

a) Amend Section 1.4.11 of the Civil Service System Personnel Administration Program, the Definition of "Limited-Term Part-Time Employee," by adding "except in the case of an Intern" to the end of the last sentence; and

b) Create a definition for "Intern" by creating Section 1.4.13 of the Civil Service System Personnel Administration Program as follows:

"Section 1.4.13 INTERN - shall mean a Limited-Term Part-Time Employee hired during or immediately following the individual's participation in a degree program in a field related to the work performed by the department for which the individual is working. An Intern is hired with the specific intent of providing benefit to the City while enhancing the individual's educational program and providing the individual with work-related experience. Employment as an Intern (an Internship) may continue while the individual remains active in a degree program and for up to one year following graduation. Workloads and hours worked should be coordinated with and conducive to the individual's academic program, and the internship may include employment during summer periods or

short breaks between semesters or quarters. Rates of pay for an internship shall be approved by the Mayor, or the Library Board if appropriate, and subject to the availability of authorized appropriations. [Note: If such a position is unpaid, the position is a volunteer, and not an "Intern" for the purposes of the Civil Service System; however, a Department may continue to refer to such a volunteer position as an "Unpaid Internship" in order for the individual to classify the work-related experience.]"

BE IT FURTHER RESOLVED, Section 1.4 is hereby amended adding after the word "construed" the following: ", and shall include the designation of positions as identified therein,".

BE IT FURTHER RESOLVED, Section 1.4.9 "Extended-Term Part-Time Position Without Benefits" is hereby amended adding a second paragraph after the existing language, as follows:

"All individuals serving in an Extended-Term Part-Time position working less than 20 hours per week are designated as Extended-Term Part-Time Employees Without Benefits, except for Custodians hired prior to 1/1/13 (See the appendix for further details). Additionally, there are no individuals working 20 or more hours per week currently serving in a position classified as an Extended-Term Part-Time Position Without Benefits."

BE IT FURTHER RESOLVED, Section 1.4.7 "Extended-Term Part-Time Position With Benefits" is hereby amended adding a second paragraph after the existing language, as follows:

"Extended-Term Part-Time Position With Benefits – Partial Benefits Designation (Extended-Term Part-Time Employees with Partial Benefits): The "Partial Benefits Designation," as designated by the Common Council for a position or an employee from time to time, generally includes prorated leave accrual allowances in accordance with the Civil Service System Personnel Administration Program (unless otherwise specified by the Common Council), but DOES NOT include participation in life, health, or dental insurance programs and DOES NOT include eligibility for participation in any City sponsored pension plan. All individuals, except certain grandfathered employees identified in the appendix of the Employee Handbook, serving in the following positions shall be classified as Extended-Term Part-Time Employees with Partial Benefits: Library Shelver, Library Assistant, Cashier, and Lead Cashier".

BE IT FURTHER RESOLVED, the Employee Handbook, Section "Application of Benefits for Extended-Term, Part-Time Employees with Benefits," is hereby amended adding a new paragraph between the fourth and fifth existing paragraphs to read as follows:

"Extended-Term Part-Time Position With Benefits – Partial Benefits Designation (Extended-Term Part-Time Employees with Partial Benefits): The "Partial Benefits Designation," as designated by the Common Council for a position or an employee from time to time, generally includes prorated leave accrual allowances in accordance with Section 3.18 of the Civil Service System Personnel Administration Program (unless otherwise specified by the Common Council), but DOES NOT include participation in life, health, or dental insurance programs and DOES NOT include eligibility for participation in any City sponsored pension plan. All individuals, except certain grandfathered employees identified in the appendix hereto, serving in the following positions shall be classified as Extended-Term Part-Time Employees with Partial Benefits: Library Shelver, Library Assistant, Cashier, and Lead Cashier".

BE IT FURTHER RESOLVED, Section 1.4.10 "Limited-Term Full-Time Employee" and 1.4.11 "Limited-Term Part-Time Employee" of the Civil Service System Personnel Administration Program is hereby amended by deleting "nine continuous months of employment" and replacing it with the following: "seven months of service per year (periods of service that are not at least two consecutive weeks in length do not count toward satisfying the 7-month service criteria.)"

BE IT FURTHER RESOLVED, Section 7.5, "Limited-Term Appointments," of the Civil Service System Personnel Administration Program is hereby amended by striking the following sentence: "Successive emergency appointments of the same person to the same position shall not total more than the equivalent of six (6) months full time work in a twelve (12) month period, unless specifically authorized by the Committee."

BE IT FURTHER RESOLVED, this amendment shall be effective retroactively to January 1, 2013, and 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 19th day of February, 2013 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 19th day of February, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

Section 1.3 AMENDMENT: The Personnel Committee shall submit proposed amendments of these rules to the Common Council whenever such amendments are deemed necessary by the Committee or as directed by the Common Council. Any such amendments shall not be inconsistent with the provisions of Chapter 6 of Ordinance, and following their adoption by the Common Council, the Committee shall properly make available or transmit such amendments to Appointing Authorities and classified employees.

* Section 1.4 DEFINITION OF TERMS: The words and terms hereinafter mentioned, whenever used in these rules or in any regulations in force thereunder, shall be construed as follows:

- 1.4.1 APPOINTING AUTHORITY – shall mean the Common Council, Mayor, or any City Department Head having the authority by ordinance to make appointments to any subordinate office or position in a department of the City Government.
- 1.4.2 COMMITTEE – shall mean the City of Franklin Personnel Committee.
- 1.4.3 CITY – shall mean the City of Franklin, Wisconsin.
- 1.4.4 EXTENDED-TERM FULL-TIME EMPLOYEE – shall mean an employee who has been appointed as a result of a certification to an extended-term, full-time position and who generally works at least 37.5 hours weekly and is expected to work 1950 hours or more per year, including paid leaves.
- 1.4.5 EXTENDED-TERM FULL-TIME POSITION – shall mean a position where the employee is expected to generally work at least 37.5 hours weekly and 1950 hours or more per year, including paid leaves, in a position authorized by the Common Council as an “Extended-term Full-Time” position.
- 1.4.6 EXTENDED-TERM PART-TIME EMPLOYEE WITH BENEFITS – shall mean an employee who has been appointed as a result of a certification to an extended-term, part-time position and who generally works less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as receiving benefits, which may cover a full or partial designation of benefits.
- 1.4.7 EXTENDED-TERM PART-TIME POSITION WITH BENEFITS – shall mean a position where the employee is generally expected to work less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as receiving benefits, which may cover a full or partial designation of benefits.
- 1.4.8 EXTENDED-TERM PART-TIME EMPLOYEE WITHOUT BENEFITS – shall mean an employee who has been appointed as a result of a certification to an extended-term, part-time position and who generally works less than 37.5

hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as not receiving benefits.

1.4.9 EXTENDED-TERM PART-TIME POSITION WITHOUT BENEFITS – shall mean a position where the employee is generally expected to work less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, and whose category within a position classification has been designated by the Common Council as not receiving benefits. Most typically such a position is scheduled for 19 or fewer hours per week.

1.4.10 LIMITED-TERM FULL-TIME EMPLOYEE – shall mean an employee who has been appointed without certification to a full-time position and who generally works at least 37.5 hours weekly and would be expected to work 1950 hours or more per year, including paid leaves, if annualized, but whose position is authorized for a limited duration, which is not expected to exceed nine continuous months of employment.

1.4.11 LIMITED-TERM PART-TIME EMPLOYEE – shall mean an employee who has been appointed without certification to a limited-term part-time position and who generally works less than 37.5 hours weekly and is not expected to work 1950 or more hours per year, including paid leaves, if annualized, but whose position is authorized for a limited duration, which is not expected to exceed nine continuous months of employment.

1.4.12 EMERGENCY EMPLOYEE – shall mean an employee appointed without certification for short-term employment which may be required for special projects, unusual work loads, or emergency circumstances.

1.4.13 INTRODUCTORY PERIOD – shall mean the period when an appointed employee is required to demonstrate the fitness for the position by actual performance of duties. An employee still serving their introductory period shall be considered an Introductory Employee in addition to their other status above.

~~Section 1.5 UNCLASSIFIED SERVICE: The following offices and positions in the public service of the City shall be designated as "unclassified service" and are not covered within the scope of the Civil Service System, except to any extent otherwise specified.~~

~~All officials elected by the citizens of the city,~~

~~Members of the Judiciary,~~

~~All members of any board or commission, including election officials,~~

~~Employees who are employed pursuant to a special contract or separate employment agreement with the City if also falling within another category set forth in this section,~~

<p>APPROVAL</p> <p><i>Slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/19/2013</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE BENEFIT LANGUAGE RELATIVE TO EMPLOYEES IN THE TEAMSTERS BARGAINING UNIT FOLLOWING THE EXPIRATION OF THEIR LABOR AGREEMENT ON 1/1/13 AND RELATIVE TO SICK LEAVE ACCRUALS FOR NON-REPRESENTED EMPLOYEES</p>	<p>ITEM NUMBER</p> <p><i>G.11.</i></p>
<p>The above referenced Resolution addresses the items that should be incorporated into the Civil Service System Personnel Administration Program and the Employee Handbook following the expiration of the Teamster's 2010-2012 bargaining agreement. The Teamsters as a bargaining unit did not decertify, so we are still in negotiations with them for a successor agreement, which will only incorporate those things that may legally still be addressed by a public sector, non-public safety bargaining agreement.</p> <p>Each of the actions in the attached Resolution is discussed briefly below, in the order they are addressed in the resolution</p> <ol style="list-style-type: none"> 1. Elimination of sick leave accrual for a pay period where there is no "completed service" (generally, work or paid vacation) was a component of the Teamsters agreement that was not prevalent in the City's other labor agreements. On its face, however, this is a reasonable consideration as one could argue that one must actually work (or be on an earned vacation) to earn additional sick leave. As such the wording incorporated extends this provision to all other non-represented employees. 2. The Teamsters as a group received 5 personal days per year beginning with their first year, whereas most other non-represented employees receive 4 personal days for the first 5 years and receive 5 after completing their 5th year of service. The provision as written moves new clerical employees into the "4 personal days at time of hire" category, but grandfathers two recently hired employees at the benefit level under which they accepted the job. Note that, based on existing Civil Service System language, Personal Days for new Teamster employees would now be prorated for the first year based on the date of hire, as it is for many other employees. 3. Similarly, in the most recent contract the Teamsters bargained to eliminate the requirement, after 21 years of service, to have 130 days of sick leave on the books and to convert 40 of those hours in order to receive the last additional week of vacation. The language as proposed retains for all years of service after 18 years the leave conversion requirement that is applicable to Inspection, Engineering Technicians, Police Department Clerical, Court, DPW and Sewer & Water, but retains the 130 days of sick leave requirement only through the 20th year, which will work out to be more consistent with Police, Fire, Dispatch, and traditionally non-represented employees. Effectively, this is a compromise position pending a more 		

detailed, across-the-board consideration of this topic in the future. In short, it doesn't give them the same benefit they had because the last week of vacation is no longer automatic after 21 years as a conversion is always required. If approved, for 2013 and for the purpose of policy administration, I will provide employees one month after approval to make the request required by the policy language since they could not reasonably have made the request prior to January 31 as required.

4. This section simply enables the same Compensation Time benefit that has historically been in place for this group, which matches Inspection, Engineering Technicians, Police Clerical, and Court.

In addition to these recommended changes other deviations from the prior teamsters contract will occur by not making adjustments to sections of the Civil Service System Personnel Administration Program or the Employee Handbook relative to the following topics:

- Eliminated an 80% partial benefits category for part-time employees, as nobody is in this category presently and it would create administrative burdens and costs in the future.
- Aligned their workers compensation benefit with that of other non-represented employees which increased their benefit to up to 52 weeks of coverage at their base salary.
- Aligned their Severance benefit with that of other non-represented employees which eliminates the automatic 30 days of severance upon retirement.
- The Employee Handbook requires Extended Term, Part Time Employees With Benefits to complete one year of service before being eligible for Life Insurance equal to their annual salary. The Teamster's contract did not differentiate between the full-time and part-time employee as the Employee Handbook did, effectively providing life insurance equal to twice their salary after one month. Employees in this category were aligned with the current Employee Handbook benefit level. The existing agreement with the Life Insurance provider, however, is a two year agreement effective through 2014, so the actual coverage level for these part-time employees will exceed the minimum required by the Handbook through 2014. Additionally, other nuances of the life insurance policy, such as age reduction, will also apply.
- Note that we are collecting union dues deductions for employees who have individually requested and authorized such a deduction. This practice will continue to be monitored as the topic winds its way through the judicial system. Text in that section will be reviewed following further, more definitive, less conflicting legal developments.

This item will be before the Personnel Committee at their meeting on February 18, 2013. It is consistent with the expectations of the 2013 budget. **I recommend approval.**

COUNCIL ACTION REQUESTED

Motion to adopt Resolution No. 2013-_____, "A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE BENEFIT LANGUAGE RELATIVE TO EMPLOYEES IN THE TEAMSTERS BARGAINING UNIT FOLLOWING THE EXPIRATION OF THEIR LABOR AGREEMENT ON 1/1/13 AND RELATIVE TO SICK LEAVE ACCRUALS FOR NON-REPRESENTED EMPLOYEES."

A STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2013-_____

A RESOLUTION TO AMEND THE CIVIL SERVICE SYSTEM PERSONNEL ADMINISTRATION PROGRAM AND THE EMPLOYEE HANDBOOK TO INCORPORATE BENEFIT LANGUAGE RELATIVE TO EMPLOYEES IN THE TEAMSTERS BARGAINING UNIT FOLLOWING THE EXPIRATION OF THEIR LABOR AGREEMENT ON 1/1/13 AND RELATIVE TO SICK LEAVE ACCRUALS FOR NON-REPRESENTED EMPLOYEES

WHEREAS, the Teamsters "General" Local Union No. 200 had a contract commencing January 1, 2010 through December 31, 2012, and the expiration of the contract invokes the statutory changes and prohibitions associated with new Wisconsin state laws, commonly referred to as Acts 10 and 32; and

WHEREAS, the Teamsters remain a bargaining unit generally representing clerical employees across multiple departments; however, numerous topics are now prohibited subjects of bargaining and the applicable policy for these employees must be addressed through the Civil Service System Personnel Administration Program and the Employee Handbook; and

WHEREAS, staff and the Personnel Committee recommend the following actions in order to address the benefits of Teamster employees within the appropriate policy manuals of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, the last sentence of Section 10.6.2 "Computation of Sick Leave Credit" of the Civil Service System Personnel Administration Program ("All other periods of absence shall not be included as completed service.") is hereby repealed and a new, second paragraph, (affecting non-represented employees as well) is added to the Section as follows:

"Unless otherwise required by law (for example, during FMLA absences), all other periods of absence, for example sick leave and unpaid leave, comprising an entire pay period shall not be included as completed service. Additionally, vacation leave and/or compensation time of less than one week (combined), funeral leave, and holiday leave shall not be included as completed service if the remainder of the pay period is comprised of these other periods of absence, as referenced in the preceding sentence. As such, no sick leave benefit will accrue for a given pay period if during that pay period the employee is only credited with sick leave, holiday leave, funeral leave, unpaid leave, or vacation leave and compensation time of less than one week."

BE IT FURTHER RESOLVED, Section 10.3 of the Civil Service System Personnel Administration Program is hereby amended by adding the parenthetical "[but not including Clerical Employees (Teamsters) hired before January 1, 2013]" following the words "except employees with less than 5 years of continuous service."

BE IT FURTHER RESOLVED, the "Vacation Accrual Rates" section in the Employee Handbook is hereby amended by adding "Clerical Employees (Teamsters)," into the first note as an additional listed exception and adding a third "Note" to read as follows:

“Note: After 20 years of continuous service Clerical Employees (Teamsters) do not have to have accumulated 130 days of sick leave at the end of the calendar year to qualify for the allowable conversion.”

BE IT FURTHER RESOLVED, Section 3.4.4.2 of the Civil Service System Personnel Administration Program is hereby amended by adding “Clerical (Teamsters)” to the section heading.

BE IT FURTHER RESOLVED, this amendment shall be effective retroactively to January 1, 2013, and 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 19th day of February, 2013 by Alderman _____.

Passed and adopted by the Common Council of the City of Franklin this 19th day of February, 2013.

APPROVED:

Thomas M. Taylor, Mayor

ATTEST:

Sandra L. Wesolowski, Director of Clerk Services

AYES ___ NOES ___ ABSENT ___

<p style="text-align: center;">APPROVAL</p> <p><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;">2/19/13</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Motion to Approve Job Description Revisions for positions in the Library, Engineering, and Municipal Court and for the Reclassification of the Court Clerk Position</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.12.</i></p>

Human Resources attempts to periodically review job descriptions in order to update the text and review overall appropriateness of the document.

Three projects involving consideration of various positions, issues, and position descriptions were recently undertaken. One was requested by the Library Board and Library Director. The other two were addressed and approved in the 2013 budget. In conjunction with those projects, Dana has reviewed the job descriptions involved and has made the recommendations as shown on the attached copies.

The Library Board recommended the reconsideration of the following position descriptions and the creation of the Library Intern position. The following job descriptions are attached.

- | | |
|---|---|
| Library Intern | Youth Reference Librarian/Young Adult Librarian |
| Reference Librarian | Youth Services Librarian |
| Library Assistant | Library Shelver |
| Circulation Supervisor | Library Director |
| Adult Services Librarian/Assistant Director | |

The 2013 budget anticipated a reclassification or restructuring of the Municipal Court positions. As part of that review, the following position descriptions were reviewed: Court Clerk, Deputy Court Administrative Assistant, and Confidential Municipal Court Administrative Assistant. Following the review, a reclassification has been recommended. The attached recommendation is relative to the reclassification of Court Clerk position to the same pay level as Deputy Court Administrative Assistant.

The 2013 budget also anticipated the reclassification of an Engineering Technician I position to an Engineering Technician II position. That review determined that the classifications were correct; however, a change is required to the Civil Service System Personnel Administration Program to better address the promotional path intended between Engineering Technician I and Engineering Technician II. That item is elsewhere on the agenda; however, as part of that review, both position descriptions were re-evaluated and suggestions have been made.

If approved, the "red-line" notes and text boxes will be removed from the final, approved version.

COUNCIL ACTION REQUESTED

- 1) Motion to approve the revisions to the Library job descriptions listed above.
- 2) Motion to approve the position descriptions for Court Clerk, Deputy Court Administrative Assistant, and Confidential Municipal Court Administrative Assistant and to approve the reclassification of the Court Clerk to the same wage grade as the Deputy Court Administrative Assistant.
- 3) Motion to approve the revisions to the Engineering Technician I and Engineering Technician II position description.

POSITION TITLE: Library Intern

DEPARTMENT: Library

APPOINTING AUTHORITY: Library Director

SUPERVISOR: Adult Services/Assistant Director with direction from Youth Services Librarian

SALARY LEVEL: 10

FLSA STATUS: Non-Exempt

DATE APPROVED: 2/19/2013 by Common Council

GENERAL PURPOSE

Assist the Adult Services/Assistant Director or Youth Services Librarian in the provision of library services to the Franklin community and all library patrons.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Contribute to a positive, helpful, friendly, inviting environment for library users and maintain a level of excellent patron service. Act as a team player and maintain positive interpersonal relationships with co-workers.

Staff the youth or adult services reference desk and provide reference service as directed by either the Adult Services Librarian or Youth Services Librarian.

Interact with patrons in person and over the phone using positive customer service skills. Use reference interview techniques to locate, evaluate, and select appropriate information resources in various formats. Offer interlibrary loan or infopass when appropriate. Follow up with patrons to be sure they find what they need as appropriate.

Instruct and assist patrons on CountyCat and interpret the MCFLS shared system to them. Instruct patrons on library subscription databases, BadgerLink, and library recommended websites.

Provide reader's advisory to recommend books as well as use reader's advisory tools to assist patrons in finding books of interest.

Monitor the public computer area and assist patrons with basic computer questions.

Follow library and department policies and procedures and interpret to patrons as needed. Follow and interpret MCFLS and ILL policies and procedures as applicable.

Catalogs and classifies library materials via the Milwaukee County Federated Library System's computer system.

Recommends materials for purchase, helps to develop subject areas, and maintain the library's collection.

Provides backup assistance at the circulation desk.

Performs light housekeeping.

Assist with programming, displays, and the creation of library brochures.

Create instructional guides for library services and maintain and update.

Punctuality, reliability and attendance are essential to this position.

Maintain confidentiality of library patron information.

OCCASIONAL DUTIES

May assist with opening/closing procedures.

May be assigned projects to be done during desk hours in the areas of reader's advisory, collection development, processing, or database maintenance.

Attend and participate in staff meetings when required.

Perform other duties as assigned.

MINIMUM QUALIFICATIONS

Education: Bachelor's degree and some coursework in library/information science. Must be working towards a Master's Degree in Library Science or have recently completed the degree. Experience: Working with the public, including children, in a customer service role

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Skill in the operation of listed tools and equipment.

Working knowledge of library materials.

Working knowledge of library methods and procedures.

Some knowledge of department policies and procedures.

Ability to create and maintain positive and effective public relations.

Ability to make independent judgment which has minor impact on the organization.

Some knowledge of current library principles, materials, practices, and patron service.

Considerable knowledge of authors, books, and genres for reader's advisory.

Ability to adapt to changes in workload when library is busy. (multi-task)

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Ability to perform these operations using units of American money and weight measurement, volume, and distance.

SUPERVISION RECEIVED

Works under close supervision of the Adult Services Librarian and may receive direction from the Youth Services Librarian.

SUPERVISION EXERCISED

As designated by the Library Director.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, audiovisual equipment, cash register, library security system 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 walk, sit, stand, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Pushing and pulling objects weighing 300-400 pounds on wheels (booktruck). Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Youth Reference Librarian/Young Adult Librarian

DEPARTMENT: Library

APPOINTING AUTHORITY: Library Director

SUPERVISOR: Library Director and Youth Services Librarian

SALARY LEVEL: 16

FLSA STATUS: Exempt (PT employees will be treated as non-exempt)

DATE APPROVED: 2/19/2013 by Common Council

Deleted: June 25, 2012 by the Franklin Public Library Board of Trustees

GENERAL PURPOSE

Under administrative supervision, performs professional library work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Catalogs and classifies library materials and gifts, including original OCLC cataloging.

Provides reader's advisory, reference and other patron assistance services.

Plans special interest displays programs and projects; prepares routine publicity.

Selects print and non-print materials with awareness of the needs and resources of the community, other appropriate local libraries and organizations.

Works with Youth Services Librarian in determining children's and young adult programming and services.

Assists and instructs in the use of library materials and library computers with both individuals and groups.

Provides backup assistance at the circulation desk.

Plans, promotes and implements programs for children and young adults

Prepares bibliographic handouts and booklists for reader advisory services.

Helps to develop and update policies and procedures for library operations.

Reviews material of all types to determine out-of-date items.

Assists in the selection of computer hardware and software, and helps maintain the equipment.

Schedules and coordinates Library Meeting Rooms but most especially the Children's Activity Room

Helps supervise both Volunteers and Community Service people.

May attend Youth Services and other meetings outside the Library, including continuing education.

Punctuality, reliability and attendance are essential to this position.

Other duties as assigned by the Library Director or Youth Services Librarian

OCCASIONAL DUTIES

May act as the Librarian in Charge, (lead worker over seeing Library operations) in the absence of the Library Director, Adult Services Librarian and the Youth Services Librarian.

Deleted: Library Director (
Deleted:)

Assists in conducting special programs for patrons.

Acts as a liaison with local agencies and civic groups when designated.

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from an accredited college or university with a Master's degree in Library Science, one to three years relevant experience or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of current library principles, methods, materials, and practices.

Thorough knowledge of reference works.

Thorough knowledge of authors, books and reader's advisory for children and young adults.

Thorough knowledge of department policies and procedures.

Skill in the operation of listed tools and equipment.

Ability to perform professional library work.

Ability to provide professional supervision and administration as applied to library operations.

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to make independent judgment which has considerable impact on the organization.

Ability to maintain confidentiality of library patron information

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the general supervision of the Library Director and his/her designee.

Deleted: the Youth Services Librarian

SUPERVISION EXERCISED

Exercises supervision when Librarian in Charge over support staff.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, typewriter, personal computer including word processing software and internet, cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk, climb, balance, stoop, kneel, crouch, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

POSITION TITLE: Reference Librarian
DEPARTMENT: Library
APPOINTING AUTHORITY: Library Director
SUPERVISOR: Library Director and Adult Services Librarian
SALARY LEVEL: 14
FLSA STATUS: Exempt (PT employees will be treated as non-exempt)
DATE APPROVED: 2/19/2013 by Common Council

Deleted: : by Franklin Public
Library Board of Trustees

GENERAL PURPOSE

Under administrative supervision, performs professional library work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Catalogs and classifies library materials and gifts, including original OCLC cataloging.

Provides reader's advisory, reference and other patron assistance services.

Selects print and non-print materials with awareness of the needs and resources of the community, other appropriate local libraries and organizations.

Assists and instructs in the use of library materials and library computers with both individuals and groups.

Provides backup assistance at the circulation desk.

Promotes library materials and services through flyers, news releases, displays and other types of publicity.

Plans, promotes and implements programs for adults.

Prepares bibliographic handouts and booklists for reader advisory services.

Helps to develop and update policies and procedures for library operations.

Reviews material of all types to determine out-of-date items.

Assists in the selection of computer hardware and software, and helps maintain the equipment.

Schedules and coordinates Library Meeting Rooms.

Helps supervise both Volunteers and Community Service people.

Attends Reference and other meetings outside the Library, including continuing education.

Punctuality, reliability and attendance are essential to this position.

Other duties as assigned by the Library Director or Adult Services Librarian

OCCASIONAL DUTIES

May act as the Librarian in Charge, (lead worker over seeing Library operations) in the absence of the Library Director and/or Adult Services Librarian.

Deleted: Library Director (

Deleted:)

Assists in conducting special programs for patrons.

Acts as a liaison with local agencies and civic groups when designated.

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from an accredited college or university with a Master's degree in Library Science, one to three years relevant experience, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of current library principles, methods, materials, and practices.

Thorough knowledge of reference works.

Thorough knowledge of authors, books and reader advisory for adults and young adults.

Thorough knowledge of department policies and procedures.

Skill in the operation of listed tools and equipment.

Ability to perform professional library work.

Ability to provide professional supervision and administration as applied to library operations.

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to make independent judgments which have considerable impacts on the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the general supervision of the Library Director and the Adult Services Librarian.

SUPERVISION EXERCISED

Exercises supervision when Librarian in Charge over support staff.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle,

feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk, climb, balance, stoop, kneel, crouch, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Youth Services Librarian

DEPARTMENT: Library

APPOINTING AUTHORITY: Library Director

SUPERVISOR: Library Director

SALARY LEVEL: 17

FLSA STATUS: Exempt (PT employees will be treated as non-exempt)

DATE APPROVED: 2/19/2013 by Common Council

Deleted: June 25, 2012 by Franklin Public Library Board of Trustees

GENERAL PURPOSE

Under administrative supervision, performs professional library work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Analyzes user needs and interests to determine future direction of the children's and young adult's collections.

Coordinates selection of materials with needs and resources of other appropriate local libraries and organizations.

Selects, catalogs and classifies materials for the children's collection.

Provides guidance in the use of the children's collection to individuals and groups.

Performs general reference and provides guidance with reader's advisory

Interprets and encourages the use of the library's resources.

Implements the programming for children and young adults.

Develops all public relation tools for children's and young adults programming.

Attends Youth Services and other meetings outside the Library, including continuing education.

Assists in determining children's program priorities and new services.

May assist in the preparation of the budget as related to the children's and young adult areas.

Serves as a subject specialist within the library.

Assists in the selection of computer hardware and software, and helps maintain the equipment.

Schedules and coordinates Library Meeting Rooms but most especially the Children's Activity Room

Helps supervise both Volunteers and Community Service people.

Punctuality, reliability and attendance are essential for this position.

Other duties as assigned by the Library Director.

OCCASIONAL DUTIES

May act as the Librarian in Charge (lead worker over seeing Library operations) in the absence of the Library Director or the Adult Services Librarian.

Deleted: in his/her absence

Assist in conducting special programs for patrons, as required.

Act as a liaison with local agencies and civic groups when designated.

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from an accredited college or university with a Master's degree in Library Science, one to three years relevant experience, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of current library principles, methods, materials, practices, and young people's resources.

Considerable knowledge of cataloging, classifying, and reference work.

Considerable knowledge of authors, books, and subjects for children and young adults.

Thorough knowledge of library policies and procedures.

Skill in the operation of listed tools and equipment.

Ability to perform professional library work.

Ability to provide professional supervision and administration as applied to library operations.

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to make independent judgments which have considerable impacts on the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the general supervision of the Library Director.

SUPERVISION EXERCISED

~~Acts as lead worker giving direction to Library Assistants and Shelves, and as designated by the Library Director.~~

Deleted: Exercises supervision over

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible hours including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Library Assistant
DEPARTMENT: Library
APPOINTING AUTHORITY: Library Director
SUPERVISOR: Circulation Supervisor
SALARY LEVEL: 9-11
FLSA STATUS: Non-Exempt
DATE APPROVED: 2/19/2013 by Common Council

Deleted: 6/25/12 by Franklin Public Library
Board of Trustees

GENERAL PURPOSE

Provides clerical assistance to the public for the efficient operation of moving library materials in and out of the library.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assists the Library Director with special assignments.

Performs circulation desk procedures, such as checking in and out of materials, registering patrons and collecting fines.

Assists in maintaining book stacks, to include, shelving, facing, shelf reading, etc.

Performs copy cataloging; enters library holdings in computer database.

Assists with routine acquisition procedures.

Sorts and routes mail, books, and periodicals as assigned.

Processes, withdraws, repairs, or reconditions library materials.

Answers directional questions and refers patrons to appropriate personnel.

May lead, coordinate, and facilitate library programs

Assists patrons with mechanical use of equipment (self check, copier, fax machine).

Other duties as assigned by the Library Director.

OCCASIONAL DUTIES

Assists staff in the performance of their duties as required.

Prepare newsletter and other promotional items.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from high school or GED equivalent. One to two years relevant experience, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Skill in the operation of listed tools and equipment.

Working knowledge of library materials

Working knowledge of library methods and procedures.

Some knowledge of department policies and procedures.

Ability to create and maintain positive and effective public relations.

Ability to make independent judgment which has minor impact on the organization.

Ability to maintain confidentiality of library patron information

Punctuality, reliability and attendance are essential to this position.

Ability to adapt to changes in workload when library is busy.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's.

Ability to perform these operations using units of American money and weight measurement, volume, and distance.

SUPERVISION RECEIVED

Works under close supervision of the Circulation Supervisor and the Adult Services Librarian.

SUPERVISION EXERCISED

As designated by the Library Director.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, audiovisual equipment, cash register, library security system 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 walk, sit, stand, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Pushing and pulling objects weighing 300-400 pounds on wheels (booktruck). Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Library Shelver

DEPARTMENT: Library

APPOINTING AUTHORITY: Library Director

SUPERVISOR: Circulation Supervisor

SALARY LEVEL: 3

FSLA STATUS: Non-Exempt

DATE APPROVED: 2/19/2013 by Common Council

Deleted: 6/25/12 by Franklin Public Library Board of Trustees

GENERAL PURPOSE

Under immediate supervision, reshelves library materials, maintains materials in the library collection in a neat and orderly fashion, assists in other support tasks as assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Performs alphanumeric sorting and filing tasks

Arranges returned materials on book trucks and reshelves them in proper order.

Assists in maintaining book stacks, to include, shelving, facing, shelf reading, etc.

Empties bookdrop and takes returned items to proper place for checking in.

Answers directional questions and refers patrons to appropriate personnel.

Assists with library programs and displays.

Performs light housekeeping.

Punctuality, reliability and attendance are essential to this position.

Ability to adapt to changes in workload when library is busy.

Other duties as assigned by the Library Director.

MINIMUM QUALIFICATIONS

Education and Experience

Education equivalent to a junior in high school. Eligible for a child labor permit, if required. No experience required.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to follow detailed directions.

Ability to maintain regular work schedule.

Ability to perform moderately heavy physical work.

Some knowledge of library policies and procedures.

Ability to create and maintain positive and effective public relations.

Ability to sort efficiently in alphabetic or numeric order, and to develop a working understanding of the Dewey Decimal and Cutter systems of library materials arrangement.

Working knowledge of English grammar and spelling.

MATHEMATICAL SKILLS

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's.

Ability to perform these operations using units of American money and weight measurement, volume, and distance.

SUPERVISION RECEIVED

Works under close supervision of the Circulation Supervisor and the Adult Services Librarian.

RESPONSIBILITY FOR PUBLIC CONTACT

Some contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system (OPAC Online Public Access Catalog) to look up materials, booktruck for transporting materials to proper areas for reshelving.

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 walk, sit, talk and hear. The employee is required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is required to climb, balance, stoop, kneel, crouch, walk, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Pushing and pulling objects weighing 300-400 pounds on wheels (booktruck). Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Circulation Supervisor
DEPARTMENT: Library
APPOINTING AUTHORITY: Library Director
SUPERVISOR: Library Director
SALARY LEVEL: Grade 1
FLSA STATUS: Exempt
DATE APPROVED: 2/19/2013 by Common Council

Deleted: by Franklin Public
Library Board of Trustees

GENERAL PURPOSE

Under administrative supervision, performs public service and technical service work, serving patrons both directly and indirectly.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Assists the Library Director with special assignments.

Assists in hiring, training, scheduling, directing and evaluating the support staff.

Supervises support staff.

Answers routine reference questions, and provides some assistance with ready reference.

Works the reference desk when assigned.

Helps maintain book stacks, to include, reserves, over-dues, searching and shelf reading.

Clears cash register daily, and records and reports amounts to the Library Director.

Purchases items and supplies for the Library and tracks inventory levels.

Performs necessary preparation and processing of vouchers for the Library Board.

Attends Circulation and other meetings outside the library.

Checks in mail, sorts, and routes periodicals as assigned.

Punctuality, reliability and attendance are essential to this position.

Other duties as assigned by the Library Director

OCCASIONAL DUTIES

Assist in conducting special programs for patrons.

May act as the Library Director in the absence of the Library Director, or the Adult Services Librarian,

Deleted:

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Graduation from a college with an Associate degree in library science or a bachelor's degree in a relevant area, two to three years relevant experience, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Ability to communicate effectively with the public and staff, verbally and/or in writing.

Ability to perform basic supervisory functions as assigned.

Skill in the operation of listed tools and equipment.

Cash handling experience.

Working knowledge of library materials with some background in books and materials.

Working knowledge of library methods and procedures.

Considerable knowledge of the Library's policies and procedures.

Ability to create and maintain positive and effective public relations.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the supervision of the Library Director.

SUPERVISION EXERCISED

Staff assigned to the Circulation Desk, and as designated by the Library Director.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evening and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Library Director
DEPARTMENT: Library
APPOINTING AUTHORITY: Library Board
SUPERVISOR: Library Board
Mgt./Admin./Supr.: Level V
FLSA STATUS: Exempt
DATE APPROVED: 2/19/2013 by Common Council

Deleted: June 25, 2012 by Franklin Public Library
Board of Trustees

GENERAL PURPOSE

Under general direction of the library board of trustees, administers a library with responsibility and authority for organizing and managing the library operation and for planning, directing and coordinating its program of library service to a community.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises library operations to achieve goals within available resources.

Provides leadership and direction in the development of short and long range library plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Provides professional advice on library issues to supervisors; makes presentations to the Library Board, other boards and commissions, civic groups and the general public.

Communicates official plans, policies and procedures to the staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; study's and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and adherence to policies and procedures.

Maintains harmony among workers and resolves grievances; assists subordinates in performing duties; responds to and resolves errors and complaints.

Prepares library board meeting agendas and necessary reports in cooperation with the library board President and notifies library board of scheduled meetings.

Oversees the selection and general collection of books and other items contained in the library; reviews major selection tools; approves library purchase orders; reviews books, periodicals and collections which are outdated or not used, and coordinates removal and disposition.

Coordinates library development and fund raising; solicits and accept gifts for the library.

Oversees in-house reference work.

Assures that library facilities and equipment are maintained properly, and coordinates maintenance and repair functions.

Coordinates the library's programs with other leisure programs, other city departments, and outside organizations such as the school district, historical society and community-based groups.

Reviews program areas, implements changes or new programs to meet library needs of the community; develops, maintains, and implements a library master plan (long range plan).

Develops and implements policies, procedures and standards for efficient and effective operation and maintenance of library operations. Assures compliance with established policies and procedures.

Promotes interest in library programs through publicity, program brochures, cooperation with community groups, and public contacts; speaks before citizens groups, students and other business and civic organizations.

Prepares and administers the budget for the library; orders all new and replacement equipment.

Prepares a variety of reports and maintains necessary operating records.

Supervises the control of, and is responsible for, all materials and supplies used in the maintenance, construction and repair of the library facilities.

Prepares cost estimates to plan for improvements in the library system, and oversees all library improvements.

Maintains relationships with other departments as well as state, local, and other public officials.

Answers letters of inquiry and talk with patrons.

Supervises and manages the planning of new libraries, and all of the amenities that would be necessary for the proper construction and maintenance of those facilities.

Recruits, selects, hires, supervises, evaluates and terminates library staff in conformity with regulations. Oversees the staff training program. Recommends improvements in staffing, organization, salaries, and benefits to the Library Board. Plans and conducts regular staff meetings.

Represents the library at the system level and actively participate sin other professional library organizations.

Legal custodian of library records.

Other duties as assigned by the Library Board.

PERIPHERAL DUTIES

Serves as a member of various committees, as assigned.

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Education and Experience:

Graduation from an accredited college or university with a Master's degree in library science, five years of progressively responsible experience in library operations, including two years in a supervisory capacity, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the principles and practices of modern library systems and programs.

Thorough knowledge of library collection classification and selection techniques.

Considerable knowledge of equipment and facilities required in a comprehensive library system.

Considerable knowledge of community library needs and resources.

Working knowledge of the principles and practices of office management, work organization and supervision.

Skill in operation of listed tools and equipment.

Ability to plan, organize, coordinate and implement a comprehensive library system.

Ability to coordinate, analyze, and utilize a variety of reports and records

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to foster and maintain positive public relations for the library within the community.

Ability to make independent judgment which has highly significant impacts on the organization.

Ability to hire, train, supervise and discipline employees, coordinate workloads and work schedules, evaluate work performance and maintain high standards of library service.

Willingness to maintain skills listed above-mentioned areas through active participation in appropriate continuing education activities.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the broad policy guidance and direction of the Library Board.

SUPERVISION EXERCISED

Exercises supervision of department personnel.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

Grade 1 Wisconsin Librarian Certificate.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, walk, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

POSITION TITLE: Adult Services Librarian/Assistant Director

DEPARTMENT: Library

APPOINTING AUTHORITY: Library Director

SUPERVISOR: Library Director

Mgt./Admin./Supr.: Level I

FLSA STATUS: Exempt

DATE APPROVED: 2/19/2013 by Common Council

Deleted: June 25, 2012 by Franklin Public Library
Board of Trustees

GENERAL PURPOSE

Under general administrative supervision, performs highly complex and technical professional library work.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Analyzes user needs and interests to determine future direction of adult collections including long range planning.

Selects print and non-print materials with awareness of the needs and resources of the community, other appropriate local libraries and organizations.

Performs general reference and provides guidance with reader advisory

Supervises and trains the Reference Librarian(s) and technical services personnel.

Prepares the staff schedule.

Assists and instructs in the use of library materials and library computers.

Supervises the coordination and planning of programs in the use of the library's materials.

Catalogs and classifies adult materials.

Develops and update policies and procedures for library operations.

Reviews material of all types to determine out-of-date items.

Assists in the selection of computer hardware and software, and helps maintain the equipment.

Prepares statistical reports on adult services activities.

Assists in determining adult program priorities and services.

Assists in the preparation of the budget as related to adult services.

May coordinate and supervise the activities of the Library Volunteers and Community Service. Or delegate to Reference Librarian(s)

Attends Reference and other meetings outside the Library, including continuing education.

Punctuality, reliability and attendance are essential to this position.

Other duties as assigned by the Library Director.

OCCASIONAL DUTIES

Acts as Library Director in his/her absence.

Assists in conducting programs for patrons, including leading, coordinating and facilitating library programs

Acts as a liaison with local agencies and civic groups when designated.

Assists staff in the performance of their duties as required.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from an accredited college or university with a Master's degree in Library Science, one to three years relevant experience, or any equivalent combination of education and experience.

NECESSARY KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of current library principles, methods, materials, and practices.

Thorough knowledge of reference works.

Thorough knowledge of authors, books and reader's advisory for adults and young adults.

Thorough knowledge of department policies and procedures.

Skill in the operation of listed tools and equipment.

Ability to perform professional library work.

Ability to provide professional supervision and administration as applied to library operations.

Ability to communicate effectively with the public and staff both verbally and/or in writing.

Ability to make independent judgment which has considerable impact on the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

SUPERVISION RECEIVED

Works under the general supervision of the Library Director.

SUPERVISION EXERCISED

Exercises supervision over Reference Librarian(s) and technical services, as designated by the Library Director.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

None.

TOOLS AND EQUIPMENT USED

Library computer system, calculator, copy machine, fax machine, personal computer, cash register, library security system 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 walk, sit, talk and hear. The employee is occasionally required to use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to walk, climb, balance, stoop, kneel, crouch, and crawl.

The employee must occasionally lift and/or move up to 35 pounds. Specific vision abilities required by this job include close vision, distance 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.

Work is performed primarily in a library environment. The noise level in the work environment is usually quiet to moderate. Flexible work hours, including evenings and weekends.

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.

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I agree I have been given a copy of my current job description. I am aware that it is my responsibility to understand the duties expected of me. If I do not understand, I will discuss my duties with my supervisor.

Signature

Date

CITY OF FRANKLIN
Job Description

Job Title: Court Clerk
Department : Municipal Court
Reports To: Municipal Judge and/or Court Administrative Assistant
Salary Level: Per Compensation Plan Addendum
Prepared By: Dana Zahn, Human Resources Coordinator
Prepared Date: February 10, 2013
Approved By : Common Council
Approved Date : February 10, 2013

Deleted: Non Supervisory Level 10

Deleted: Becky Dudek

Deleted: Manager

Deleted: March 21, 2001

Deleted: Resolution No. 2001-5189

Deleted: April 17, 2001

Summary : Under the general direction of the Municipal Judge, assists and carries out clerical tasks in court of law by performing the following duties.

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

Responsible for entering correct case information into in-house computer system.

Creates Time-to-Pay dockets, and other related paperwork, for each court session.

Establishes debts and updates information in the Tax Interceptor program.

Answers any questions from the public related to the Tax Interceptor program.

Processes jury demands or appeals prior to court.

Corrects citations as needed.

Reviews docket or calendar of cases to be called.

Examines legal documents submitted to court for adherence to law or court procedures, prepares case folders, and posts, files, or routes documents.

Deleted: Checks attendance of defendants in court.¶
¶

Processes paperwork for withdrawals, any violations that are taken care of and have already been paid.

Creates general suspension notices.

Performs follow-up duties on under-age alcohol violations, sends notices to the Department of Motor Vehicles.

Explains procedures or forms to parties in case.

Records case disposition, court orders, and arrangement for payment of court fees.

Processes tickets for traffic citations, transmits information to Madison, and files an additional copy. Completes back of court's copy of ticket with history of case, including disposition and final ruling.

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Disperses copies of court orders.

Completes all alcohol assessment paperwork and sends copies to the facility, defendant, and file a copy with the citation.

Completes "Time to Pay" slips when needed. This includes filling out the next court date, forfeiture amounts, alcohol assessments, and what the consequences are if payment is not paid on due date.

Reviews court attendance and records on docket.

Type and file all court requisitions.

Maintain file of judge's docket, clerks docket, juvenile docket, and miscellaneous correspondence.

Quarterly reports the State of Wisconsin Municipal Court caseload statistics.

Prepares and mails conviction status reports for Madison.

Miscellaneous filing.

Supervisory Responsibilities :

This job has no supervisory responsibilities.

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 :

High school diploma or general education degree (GED), with a minimum of 1 year data entry/secretarial and customer service experience required.

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Deleted: or minimum of three months related experience and/or training; or equivalent combination of education and experience

Court/legal experience helpful.

Language Skills :

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to defendants, parents, and attorneys.

Mathematical Skills :

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situation.

Deleted: Ability to add and subtract two digit numbers and to multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.¶

Reasoning Ability :

Ability to apply common sense understanding to carry out instructions in written or oral form. Ability to deal with problems involving several concrete variables in standardized situations.

Deleted: detailed but uninvolved written or oral instructions

Computer Skills :

To perform this job successfully, an individual should have basic knowledge of Microsoft Word & Excel.

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Deleted: Municipal Court Software

Must be able to type 60 w.p.m.

Certificates, Licenses, Registrations:

Must be able to obtain ETime Certification thru CIB within 6 months of hire.

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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.

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While performing the duties of this Job, the employee is regularly required to sit; use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to stoop, kneel, or crouch. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision and 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 quiet.

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Hours of work vary, requiring a flexible schedule for court purposes.

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

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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 for 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.

CITY OF FRANKLIN
Job Description

Job Title: Deputy Court Administrative Assistant
Department: Municipal Court
Appointing Authority: Municipal Judge
Reports To: Municipal Judge/Municipal Court Administrative Assistant
Salary Level: Per Compensation Plan Addendum
FLSA Status: Non-Exempt
Prepared By: Dana Zahn, HR Coordinator
Prepared Date: February 10, 2013
Approved By: **Common Council**
Approved Date: February 19, 2013

Deleted: Per AFSCME Labor Agreement

Deleted: June 6, 2011

Deleted: 7/19/2011

Summary

Provide critical support to Municipal Court Administrative Assistant in performing routine and confidential municipal court clerical duties that would include, but are not limited to, assisting with maintenance of court and citation records, communicating with the public, and assisting with data entry. Works under the general direction of the Municipal Court Administrative Assistant and the general supervision of the Municipal Judge and/or his designee.

Essential Duties and Responsibilities include the following:

Attend Municipal Court for assigned court session, providing essential information to the Municipal Judge and City attorney.

Responsible for entering correct case information into in-house computer system.

Responsible for all correspondence sent to defendants following Municipal Court session.

Responsible for the creation of warrants and commitments.

Create court dockets for assigned court session.

Communicate with the public on Municipal Court procedures.

Perform clerical and customer service duties and is the primary person to accept payments and answer questions at the lobby window.

Communicate trial date information to officers and the City Attorney for assigned court session.

Deleted: Process open records requests.¶
Maintaining court cash register by balancing monies daily and forwarding categorized items to City Treasurer's office. ¶

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Assist with routine, complex and confidential clerical work in preparation of documents, reports and answering phones.

Assist in quality control of citation and city complaint entries.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Any and all other duties as assigned by the Municipal Judge and/or his designee, or the Municipal Court Administrative Assistant.

Supervisory Responsibilities

Works under the supervision of the Municipal Judge and/or his designee, and under the direction of the Municipal Court Administrative Assistant.

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

Graduation from high school or GED equivalent with a minimum of 1 year data entry/secretarial and customer service experience required. Court/legal experience helpful.

Language Skills

Ability to read and comprehend simple instructions, short correspondence, and memos. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to defendants, parents, and attorneys.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions in written or oral form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills

To perform this job successfully, an individual should have basic knowledge of Microsoft Word software.

Certificates, Licenses, Registrations

Must be able to obtain ETime Certification thru CIB within 6 months of hire.

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

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Perform duties of the Police Administrative Assistant as needed. ¶
¶

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Deleted: with specialized course work in general office practices such as typing, filing, accounting and bookkeeping

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Deleted: Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.¶

Deleted: Ability to work with mathematical concepts such as probability and statistical inference.

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Deleted: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

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Deleted: Excel Spreadsheet software and Microsoft

Deleted: None.¶

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 25 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.

Work is performed primarily in an office setting. The noise level in the work environment is usually 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 or duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Other Qualifications

Ability to establish and maintain effective working relationships with co-workers, other departments and the public.

Ability to make independent judgments which have considerable impacts on the organization.

Other Skills and Abilities

Working knowledge of department operations.

Ability to communicate effectively both verbally and in writing.

Working knowledge of computers and electronic data processing.

Working knowledge of modern office practices and procedures.

Ability to work independently.

Working knowledge of municipal traffic laws and city ordinances.

Some knowledge of accounting principles and practices.

Skill in operation of telephone, personal computer including word processing software; copy machine, fax machine, calculator, and typewriter.

Deleted: mainframe computer terminal;

Ability to perform cashier duties accurately.

Ability to communicate calmly and openly with the public, maintaining a good relationship with the public in difficult circumstances.

Job Description
Deputy Court
Administrative Assistant

Ability to type sixty (60) words per minute.

Perform data entry functions for department computer system.

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.

CITY OF FRANKLIN
Job Description

Job Title: Confidential Municipal Court Administrative Assistant

Department: Municipal Court

Appointing Authority: Municipal Judge

Reports To: Municipal Judge

Salary Level: Per Compensation Plan Addendum

Deleted: Per AFSCME Labor Agreement

FLSA Status: Non-Exempt

Prepared By: Dana Zahn, HR Coordinator

Prepared Date: February 10, 2013

Deleted: June 6, 2011

Approved By: **Common Council**

Approved Date: February 19, 2013

Deleted: 7/19/2011

Summary

Maintain accurate and timely court and citation records, communicate with the public regarding court matters, and be a link between the Police Department and the municipal court systems. Perform a variety of confidential, complex and routine clerical and administrative work. Works under the supervision of the Municipal Judge and/or his designee.

Essential Duties and Responsibilities include the following:

Organize and maintain accurate records of citations and city complaints.

Responsible for all correspondence sent to defendants following each Municipal Court session. Responsible for the creation of warrants and commitments.

Maintain accurate records of all monies received for forfeitures and provide monthly reports to the state as one part of a system of checks and balances.

Attend Municipal Court, providing essential information to the Municipal Judge and City Attorney. Responsible for entering correct case information into in-house computer system.

Acts as a lead worker by monitoring and directing the duties of the Deputy Court Administrative Assistant and the Court Clerk.

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Maintain court cash register by balancing monies and forwarding categorized items to City Treasurer's office.

Participate with the Municipal Court Judge in the organization and implementation of new policies and procedures for the Municipal Court.

Create yearly court calendars and monitor the scheduling of citations for municipal court, keeping a balance on citations between AM and PM court sessions.

Communicate with the public on Municipal Court procedures.

Create court dockets for each court session.

Communicate all trial date information to officers and the City Attorney.

Provide conviction information to local newspapers, as required and upon request.

Deleted: \

Performs Administrator duties of the Municipal Court software and relays any changes to Court employees.

Exercises rational judgment in all job responsibilities.

Maintains the confidence and trust of peers, subordinates, superiors, and citizens.

Any and all other duties as assigned by the Municipal Judge and/or his designee.

Deleted: Performs duties of the Police Administrative Assistant as needed.

Supervisory Responsibilities

Works under the direction of the Municipal Judge and/or his designee. The Confidential Municipal Court Administrative Assistant acts as a lead worker by providing direction and supervision to the Deputy Municipal Court Administrative Assistant and Municipal Court Clerk.

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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

Graduation from high school or GED equivalent. Five (5) years of increasingly responsible data entry/secretarial and customer service related experience required. Supervisory and Court/Legal experience helpful.

Deleted: with specialized course work in general office practices such as typing, filing, accounting and bookkeeping, and f

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Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

Deleted: Ability to work with mathematical concepts such as probability and statistical inference.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions in written or oral form. Ability to deal with problems involving several concrete variables in standardized situations.

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Computer Skills

To perform this job successfully, an individual should have knowledge of Microsoft Excel Spreadsheet software and Microsoft Word software.

Deleted: Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.¶

Certificates, Licenses, Registrations

Must be able to obtain ETime Certification thru CIB within 6 months of hire.

Deleted: None

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 25 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.

Work is performed primarily in an office setting. The noise level in the work environment is usually 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 or 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.

Other Qualifications

Working knowledge of department operations.

Ability to communicate effectively in writing and verbally.

Ability to establish and maintain effective working relationships with co-workers, other departments and the public.

Ability to make independent judgments which have considerable impacts on the organization.

Other Skills and Abilities

Working knowledge of municipal traffic laws and city ordinances.

Working knowledge of computers and electronic data processing.

Working knowledge of modern office practices and procedures.

Some knowledge of accounting principles and practices.

Skill in operation of telephone switchboard; mainframe computer terminal; personal computer including word processing software, copy machine, fax machine, calculator, typewriter and telephone.

Ability to work independently.

Ability to perform cashier duties accurately.

Ability to communicate calmly and openly with the public, maintaining a good relationship with the public in difficult circumstances.

Ability to type sixty (60) words per minute.

Daily contact requiring courtesy, discretion and sound judgment.

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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.



Date: February 15, 2013

To: Personnel Committee/Common Council Members

From: Dana Zahn

RE: Court Clerk Reclassification and Job Description Revisions

During the last budget cycle we were asked by Judge Klimetz to consider reclassification or restructuring of the Court clerical positions. Due to an anticipated retirement, it was deemed that an appropriate opportunity for such a review was pending. Based upon a very preliminary assessment, the 2013 budget provided funding for potential reconsiderations. The following information comprises my conclusions.

In January, I spent 2 mornings with the Court clerical employees to better understand their duties. It was very apparent that the Court Clerk position has evolved over the years to become a higher level position. With the installation of the new Court computer system within the past 2 years, all three Court clerical employees are performing very similar data entry duties. Although there are a few differences in duties (the Deputy position handles the majority of public contact at the window and accepts payments of fines while the Court Clerk handles all issues related to the Tax Interceptor program), the skills and knowledge necessary to perform the positions are fairly identical. The same computer program is used by all three employees. All three positions should require a minimum typing speed of 60 w.p.m. with basic Microsoft Word skills.

Based upon my evaluation of the nature and complexity of the duties performed, it is my belief that the Court Clerk and the Deputy Court Administrative Clerk should be at the same pay scale. In reviewing several pay rates for local municipalities and our Teamster clerical pay rates, I believe the Court Clerk position should be reclassified to the same current level of the Deputy Court Administrative Clerk. Current compensation levels of the two positions are as follows:

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Court Clerk	\$13.9550	\$14.9853	\$16.0054	\$17.0459
Dep. Ct. Admin Asst	\$16.1074	\$17.3009	\$18.5046	\$19.7287

The third position, the Court Administrative Assistant, currently makes approximately \$1.42/hour (7.2%) more. This difference in wage is justified as she acts as the lead person in the absence of the Judge. Although not a supervisor, she directs the duties of the other two clerical employees. She also serves as Administrator of the computer software and educates the others on any system/procedural changes.

Recommendation: It is my recommendation that the Court Clerk position should be reclassified to the same pay scale as that of the Deputy Court Administrative Assistant. I would further recommend approval of the three revised job descriptions.

Fiscal Impact: As this reclassification was anticipated when the 2013 Budget was prepared, the funding for this change has already been approved in the budget. As a reclassification, not a promotion, the individual would remain at the same step in the new grade, which is also reasonable give her nearly 40 years of service. The impact is approximately \$2,400 in wages for the remainder of 2013.

CITY OF FRANKLIN
Job Description

Job Title: Engineering Technician I

Department: Engineering

Reports To: City Engineer

Salary Level: Per Compensation Plan Addendum

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FLSA Status: Non-exempt

Prepared By: Dana Zahn, Human Resources

Deleted: Becky Dudek

Prepared Date: February 4th, 2013

Deleted: November 1, 2002

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Approved By: Common Council

Deleted: Resolution 2002-5481

Approved Date: February 19, 2013

Deleted: December 17, 2002

Summary:

Performs municipal engineering tasks, field surveys, and drafting/design tasks for municipal public works projects by performing the following duties.

Essential Duties and Responsibilities:

Other duties may be assigned.

Assist in the updating of the GIS data of the City by using ArcMap.

Provide assistance to the public at the front counter and phone calls.

Checking, submitting, cataloging, and filing of record drawings.

Recording and drafting field notes.

Assist in the inspection of driveway approaches.

Assist the Lead Technician in pavement markings.

Responsible for the updating of the city's cadastral maps, city maps, water distribution map, sanitary distribution map, and any updates to as-builts when needed.

Computer Aided Drafting operation and Mechanical Drafting.

Maintenance of department vehicles.

Review new development easements.

Global Positioning System operation.

Deleted: Enter monthly utility bills in Excel

Surveyor's assistant - driveway inspections, etc.

Assist Tech III and DPW with surveying work when necessary.

Field inspections of city contracts – Pavement, pavement marking, etc.

Draw and trace plans and profiles for construction projects.

Act as instrument person, running lines and grades, taking cross sections, measuring areas, and keeping field notes.

Supervisory Responsibilities:

This job has no supervisory responsibilities.

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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:

High school diploma or general education degree (GED) with course work in algebra and trigonometry. Associates Degree in Civil Engineering (or a related field) or 3 years of related experience preferred.

Deleted: Technical college education is desired. Experience in computer data entry and word processing. Previous experience in basic drafting, surveying and flagging.

Language Skills:

Ability to read and interpret documents such as blue prints, common erosion control plans, safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively before groups of customers or employees of organization.

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Mathematical Skills:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

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Reasoning Ability:

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations. Ability to make independent judgements which have minor impacts on the organization.

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Computer Skills:

To perform this job successfully, an individual should have knowledge of Excel Spreadsheet software and Microsoft Word Word Processing software. Proficient in AutoCAD.

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Ability to learn new software programs, on an as needed basis.

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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 frequently required to sit; use hands to finger, handle, or feel and reach with hands and arms. The employee is occasionally required to stand; walk; climb or balance; stoop, kneel, crouch, or crawl and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and 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.

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. While performing the duties of this Job, the employee is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; outside weather conditions and risk of electrical shock. The noise level in the work environment is usually moderate.

Miscellaneous:

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

Deleted: 1

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.

Deleted: 01/25/13

CITY OF FRANKLIN
Job Description

Job Title: Engineering Technician II

Department: Engineering

Reports To: City Engineer

Salary Level: Per Compensation Plan Addendum

Deleted: Non-represented Level 14

FLSA Status: Non-exempt

Prepared By: Dana Zahn, Human Resources

Deleted: Becky Schermer

Prepared Date: February 4th, 2013

Deleted: November 1, 2002

Approved By: Common Council

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Deleted: Resolution 2002-5481

Approved Date: February 19, 2013

Deleted: December 17, 2002

Summary: Perform limited technical work of a subprofessional engineering nature consisting of skilled use of surveying or drafting instruments; performance of field inspections and investigations; preparation of rough and finished engineering maps and drawings.

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

Assist in the updating of the GIS data of the City by using ArcMap 2000.

Provide assistance to the public at the front counter and phone calls.

Responsible for checking, submitting cataloging, and filing of record drawings.

Responsible for recording and drafting field notes.

Review new development easements and submit them for Common Council approval.

Issue building address numbers according to City policy.

Check sanitary sewer as-built plans and submit them to Milwaukee Metropolitan Sewage District, and check storm sewer and water main as-builts.

Responsible for inspection of driveway approaches and entering results into Building Inspection permit tracking software.

Enforcement of snow and ice removal of sidewalk areas within the City.

Assist Lead Tech with pavement markings and pavement inspections.

Assist Tech III and DPW with surveying work when necessary.

Update the City map, water distribution map, sanitary distribution map, and any as-builts when needed.

Field inspections of city contracts – Pavement, pavement marking, etc.

Deleted: Paser Program – pavement evaluation.¶
¶

Prepare assessment rosters and reports.

Operation of Global Positioning System.

File as-built drawings for sanitary sewer, storm sewer, ponds, and water mains.

Deleted: Review

Draw and trace plans and profiles for construction projects.

Act as instrument person, running lines and grades, taking cross sections, measuring areas, and keeping field notes.

PERIPHERAL DUTIES

Assist in other departments when necessary.

MINIMUM QUALIFICATIONS

Education and Experience

Graduation from high school or GED equivalent with course work in algebra and trigonometry. Associates Degree in Civil Engineering (or a related field) with a minimum of 1 year related experience. 5 years of related experience can be substituted if applicant does not have an Associates Degree.

Deleted: , one (1) year experience in land surveying construction, inspection, or drafting work, or any equivalent combination of education and experience.

Necessary Knowledges, Skills, and Abilities

Some knowledge of civil engineering principles, practices, and methods as applicable to a municipal setting.

Some knowledge of construction inspection practices for sanitary and storm sewer, water main, pavements and grading.

Working knowledge of City's Erosion Control Ordinance and the State Erosion Control Ordinance.

Some knowledge of applicable City policies, laws, and regulations.

Proficient in AutoCAD.

Considerable skill in arriving at cost estimates on complex projects.

Skill in operating listed tools and equipment.

Some skill in basic drafting, surveying, and flagging.

Ability to letter and draft uniformly and neatly.

Deleted: 01/25/13

Ability to read and interpret blueprints regarding erosion control.

Ability to prepare, organize, and maintain engineering fields and office data, reports, and systems.

Ability to effectively communicate technical information, verbally and in writing, to contractors, developers, property owners, employees, consultants, other governmental agency representatives, City officials, and the general public.

Ability to make independent judgments which have moderate impacts on the organization.

SUPERVISION RECEIVED

Works under the general supervision of the City Engineer *Lead Technician*, and Assistant City Engineer.

SUPERVISION EXERCISED

None.

RESPONSIBILITY FOR PUBLIC CONTACT

Daily contact requiring courtesy, discretion, and sound judgment.

LICENSING AND CERTIFICATION

State certification for enforcement of erosion control, after six (6) months.

WI Driver's License.

TOOLS AND EQUIPMENT USED

Mainframe computer terminal, personal computer including word processing software, copy machine, fax machine, 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.

Hand-eye coordination is necessary to operate drafting instruments, computers and various pieces of office equipment. While performing the duties of this job, the employee is occasionally required to stand; walk; use hands and fingers to handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to sit, climb, balance, stoop, kneel, crouch, crawl, talk and hear.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, 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.

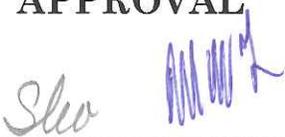
Deleted: 01/25/13

Work is performed mostly in office settings. Some outdoor work is required in the inspection of various land use developments, construction sites, or public works facilities. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration.

The noise level in the work environment is usually quiet to moderate.

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.

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/2013
REPORTS & RECOMMENDATIONS	Budget Preparation Timetable for the 2014 Budget	ITEM NUMBER <i>G.13.</i>

Per Section 13-2.A. of Chapter 13, "Budget", of the Franklin Municipal Code, it states that "Each year the Mayor shall present a budget timetable to the Common Council no later than March 1, for the review and approval of the Common Council".

Consistent with the new budget practice that was approved by Common Council in July of 2012, the attached budget calendar establishes the timeline for annual Aldermanic consideration of the Mayor's proposed 2014 budget. It commences with the initial distribution of the Mayor's proposed budget and concludes with the Common Council Meeting for the adoption of the annual budget. The calendar provides time for Aldermen to contact Department Heads directly with questions and for Aldermen to work together in Committee to review the proposed budget and/or meet with staff. Importantly, the timeline keeps to the same schedule for the public hearing and final adoption essential in helping to ensure property tax bills are prepared and distributed in a timely manner.

COUNCIL ACTION REQUESTED

Motion to adopt the 2014 Annual Budget - Budget Preparation Timetable dated February 19, 2013, as presented.

City of Franklin
2014 Annual Budget
BUDGET PREPARATION TIMETABLE
February 19, 2013

Schedule

Monday, September 16	Distribution of Mayor's Recommended Budget to Common Council
Tuesday, September 17	Common Council Meeting Agenda Item: Presentation on overview of budget and major budget initiative. Aldermen determine or identify additional materials or information needed for 9/30 budget discussions.
Wednesday September 18 To Monday, September 30	Aldermen may contact department heads with budget questions
Monday, September 30	Committee of the Whole Agenda Item: Review of Mayor's Recommended Budget.
Monday, October 7	Alternate day for additional Committee of the Whole meeting and budget discussion
Thursday, October 10	Preparation of Public Hearing Notice
Tuesday, October 15	Regular Common Council Meeting, available for discussion of any budget topic as may be needed.
Thursday, October 17	Publication of Preliminary Budget and Hearing Notice
Monday, November 4	Public Hearing on the Proposed Annual Budget
Tuesday, November 5	Common Council Meeting: Adoption of Annual Budget

** Revised*

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 02/19/13
REPORTS & RECOMMENDATIONS	PLEASANT VIEW/VICTORY CREEK TRAIL DEVELOPMENT PROJECT (IMMEDIATELY SOUTH OF AND EAST OF PLEASANT VIEW ELEMENTARY SCHOOL WHICH IS LOCATED AT 4601 WEST MARQUETTE AVENUE): STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES OUTDOOR RECREATION AIDS GRANT CONTRACT FOR THE KNOWLES-NELSON STEWARDSHIP PROGRAM – ACQUISITION AND DEVELOPMENT OF LOCAL PARKS GRANT PROGRAM IN THE AMOUNT OF \$51,720	ITEM NUMBER <i>G.14.</i>

On February 18, 2013, the City of Franklin received the attached State of Wisconsin Department of Natural Resources Outdoor Recreation Aids Grant Contract for the Knowles-Nelson Stewardship Program – Acquisition and Development of Local Parks grant program in the amount of \$51,720.

The contract provides 50% matched funding for the development of the Pleasant View/Victory Creek Trail. The grant time period is from February 4, 2013 through June 30, 2015 and includes the engineering and design, site preparation, erosion control, trail construction, wetland crossing, bridge rehab, landscape restoration, and miscellaneous items relating to the development of the trail.

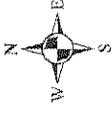
Please note that the trail development will also be assisted with a National Recreation Trails matching grant in the amount of \$45,000.

In summary, the estimated project cost for design and construction of the trail is \$193,440. Funding in the amount of \$45,000 is from the National Recreation Trails grant program and \$51,720 from State of Wisconsin Stewardship – Acquisition and Development of Local Parks grant program. The total amount awarded is \$96,720. The grants require a 50% match by the City of Franklin, which would provide total funding in the amount of \$193,440.

COUNCIL ACTION REQUESTED

A motion to accept the State of Wisconsin Department of Natural Resources Outdoor Recreation Aids Grant Agreement in the amount of \$51,720.

**City of Franklin
Milwaukee County**



**PLEASANT VIEW PARK AND
CONSERVATION LANDS**

Legend

SEWRPC 2005 Environmental Corridors

Corridor Type

- 950
- INRA
- INRA.950
- PEC
- PEC.950
- SEC
- SEC.950

2005 WI Wetland Inventory

- Critical Species
- Natural Areas

- CSH (June 19, 2012)
- Wetland (June 19, 2012)
- Proposed Victory Creek Trail

- PROPERTY
- DEDICATED CONSERVATION LAND
- PLEASANTVIEW PARK

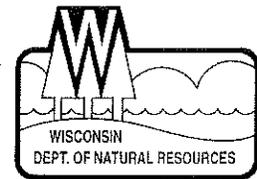
Wetland and CSH, Delineated by: SEWRPC
Date: June 19, 2012
Surveyed by: City of Franklin
January 8, 2013



Wetland and CSH- Stake by SEWRPC.
Verified and inspected by: Dr. Donald M. Reed, Commission Chief Biologist
Date: June 19, 2012

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S Webster St
Box 7921
Madison, WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



RECEIVED
CITY OF FRANKLIN

2013 FEB 18 AM 7:35

February 4, 2013

► **REQUIRES IMMEDIATE ACTION** ◀
Acquisition and Development of Local Parks
Grant# S-ADLP3-13-1174
Grant Amount: \$51,720.00

Thomas Taylor, Mayor
City of Franklin
9229 W Loomis Rd
Franklin, WI 53132-9728

Dear Mayor Taylor:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant contract for financial assistance for the following project: *City of Franklin - Pleasant View/Victory Creek Trail Development*

Please review the contract. Both copies should be **signed by an authorized official and notarized**. Please return one original signed contract **within 30 days of this letter's date** to Jim Ritchie at the Southeast Region, 2300 N Dr. Martin Luther King Jr. Dr., Milwaukee, WI 53212. Funds will be encumbered when the signed contract is returned. **The second signed and notarized copy of the contract should be recorded in the Office of the Register of Deeds**. Please send Jim a copy of the recorded contract before final reimbursement is requested.

Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: February 4, 2013 through June 30, 2015. All project activities must occur within this time period to be eligible costs for reimbursement.

Advance or Reimbursement Check: Your advance or reimbursement check will be mailed to City of Franklin, Mayor Thomas Taylor, 9229 W Loomis Rd, Franklin, WI 53132-9728. This is the check recipient that appears in our records.

Changes to the approved project scope may not be made without prior approval from the Department.

You are entitled to a project advance of: \$25,860.00

This advance payment is made available to you to cover costs you may incur in the initial stages of your project. The advance payment is equal to 50% of the state cost sharing assistance. *If you wish to request the advance payment, please check the box provided on the last page of the contract.*

Please check your local procedures to insure you comply with all applicable state laws regarding competitive bidding and awarding. DNR guidance on this topic can be found by going to: <http://dnr.wi.gov/Aid/documents/ProcurementGuide.pdf>

IMPORTANT: This entire grant contract must be recorded on the deed in order to process your final reimbursement request.

If not enclosed, reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Jim. Feel free to contact Jim at 414-263-8610, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves
for Mary Rose Teves, Director
Bureau of Community Financial Assistance

Enclosure(s)

C: Jim Ritchie - SER

This document drafted by:
 State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS
 GRANT CONTRACT**
 Form 8700-065c (8/12)

Notice

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Sponsor: City of Franklin	Project Number: S-ADLP3-13-1174
-------------------------------------	---

Project Title:
 City of Franklin - Pleasant View/Victory Creek Trail Development

Program Name:
 Knowles-Nelson Stewardship Program - Acquisition and Development of Local Parks

Payment Period: *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract")*
 February 4, 2013 through June 30, 2015

Project Scope:
 Acquisition and Development of Local Parks subprogram funds are awarded to the City of Franklin to develop approximately 3400 linear feet of paved trail connecting the Pleasant View School through Victory Park to Bridge View Drive. The proposed trail segment connects to Milwaukee County's Oak Leaf Trail. Overall project items include engineering and design, site preparation, erosion control, trail construction, wetland crossing, bridge rehab, landscape restoration, and miscellaneous.

Legal Description (hereinafter referred to as Property):

SEE ATTACHED – EXHIBIT A

Recording Area Name and Return Address
Parcel Identification Number (PIN)

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limit the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary	The following documents are hereby incorporated into and made part of this Contract:								
<table border="0"> <tr> <td>Total Project Cost</td> <td>\$103,440.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>50%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$51,720.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td>\$51,720.00</td> </tr> </table>	Total Project Cost	\$103,440.00	Cost-Share Percentage	50%	State Aid Amount	\$51,720.00	Project Sponsor Share	\$51,720.00	<ol style="list-style-type: none"> 1. Chapter 23, Wis. Stats. 2. Chapter NR 51, Wisconsin Administrative Code 3. Charter NR 52, Wisconsin Administrative Code 4. Grant Application, attachments, and addendums
Total Project Cost	\$103,440.00								
Cost-Share Percentage	50%								
State Aid Amount	\$51,720.00								
Project Sponsor Share	\$51,720.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

The Department:

14. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount of \$51,720.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
15. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
- j. No development of this property can occur until the required State Historical Society assurances have been completed.

Check here if you request advance payment totaling \$25,860.00

The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

Signed this _____ day of _____, 20_____.

CITY OF FRANKLIN

Signature of Sponsor Representative

Typed or Printed Name of Sponsor

Representative

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 20_____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires)(is)_____

Signed this 4 day of February, 2013.

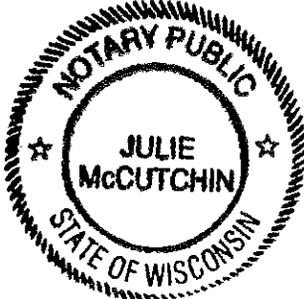
**STATE OF WISCONSIN
DEPARTMENT OF NATURAL**

RESOURCES

BY Lavane Hessler
Lavane Hessler, Program Manager
Stewardship Local Units of Government
Bureau of Community Financial Assistance

STATE OF WISCONSIN)
) ss.
DANE COUNTY)

Personally came before me this 4th day of February, 2013, the above named Lavane Hessler to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin
Signature of Notary Public

Julie McCutchin
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires)(is) 8-25-2013

EXHIBIT A – LEGAL DESCRIPTION

Parcel "1"

The East 60 acres of the West One-half (1/2) of the Southwest One-quarter (1/4), except the South 5 acres of the West 10 acres of the East 20 acres of the West One-half (1/2) of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9997-001

Parcel "2"

The South 5 acres of the West 10 acres of the East 20 acres of the West One-half (1/2) of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, except the North 15.25 feet of the South 40 feet thereof. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9998-001

Parcel "3"

The West 20 acres of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom Certified Survey Map No. 4994, and the Southerly 40 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9999-004

Parcel "4"

The East 10 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom the North 45 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 788-9977-001

Parcel "5"

The West 10 acres of the East 20 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), Township Five (5) North, Range Twenty-one (21) East, except the North 45 feet for street and the South 40 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 788-9978-002

Parcel "6"

The West 10 acres of the West 30 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom the North 45 feet for street purposes.

Further excepting therefrom part of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said ¼ Section; thence South 87° 28' 04" West along the South line of said ¼ Section 495.00 feet to a point; thence North 00° 03' 43" West parallel with the East line of said ¼ Section, 2145.23 feet to the point of beginning of this description; thence continuing North 00° 03' 43" West, 434.17 feet to a point on the North line of said ¼ Section; thence North 87° 47' 45" East along said North line, 100.07 feet to a point; thence South 00° 03' 43" East and parallel with the East line of said ¼ Section, 387.82 feet to a point; thence South 42° 49' 16" West, 146.95 feet to the point of beginning. (Document No. 7812422)

Further excepting that part previously platted as Victory Creek Estates.

Also known as a part of the Southwest One-quarter (1/4) of Section Twelve (12) and part of the Southeast One-quarter (1/4) of Section Eleven (11), both in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest ¼ of said Section 12; thence North 87° 47' 47" East along the North line of the Southwest ¼ of said Section, 1332.41 feet to a point; thence South 00° 01' 35" West, 2016.85 feet to a point; thence North 40° 03' 33" West, 121.71 feet to a point; thence South 70° 57' 44" West 89.95 feet to a point; thence South 88° 30' 16" West, 84.45 feet to a point; thence Northwesterly 230.99 feet along the arc of a curve whose center lies to the West, whose radius is 620.00 feet and whose chord bears North 32° 03' 50" West, 229.66 feet to a point; thence North 42° 44' 14" West, 70.66 feet to a point; thence South 89° 35' 29" West, 837.78 feet to a point; thence South 72° 15' 33" West, 351.03 feet to a point; thence Southwesterly 92.57 feet along the arc of a curve whose center lies to the North, whose radius is 300.00 feet and whose chord bears South 81° 05' 55" West, 92.20 feet to a point; thence South 89° 56' 17" West, 142.26 feet; thence North 00° 03' 43" West, 1274.06 feet to a point; thence North 42° 49' 16" East, 146.95 feet to a point; thence North 00° 03' 43" West, 342.73 feet to a point; thence North 87° 47' 45" East, 394.82 feet to a point; thence North 00° 03' 43" West, 45.03 feet to the point of beginning.

Containing 3,122,205 square feet or 71.68 acres.

Tax Key No. 788-9978-002

This document drafted by:
 State of Wisconsin
 Department of Natural Resources
 P.O. Box 7921
 Madison WI 53707-7921

**OUTDOOR RECREATION AIDS
 GRANT CONTRACT**
 Form 8700-065c (8/12)

Notice

Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Sponsor: City of Franklin	Project Number: S-ADLP3-13-1174
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Project Title:
 City of Franklin - Pleasant View/Victory Creek Trail Development

Program Name:
 Knowles-Nelson Stewardship Program - Acquisition and Development of Local Parks

Payment Period: *(Period during which grant funds will be encumbered and available for payment to the Sponsor under this Outdoor Recreation Aids Grant Contract, hereinafter referred to as the "Contract".)*
 February 4, 2013 through June 30, 2015

Project Scope:
 Acquisition and Development of Local Parks subprogram funds are awarded to the City of Franklin to develop approximately 3400 linear feet of paved trail connecting the Pleasant View School through Victory Park to Bridge View Drive. The proposed trail segment connects to Milwaukee County's Oak Leaf Trail. Overall project items include engineering and design, site preparation, erosion control, trail construction, wetland crossing, bridge rehab, landscape restoration, and miscellaneous.

Recording Area Name and Return Address
Parcel Identification Number (PIN)

Legal Description (hereinafter referred to as Property):

SEE ATTACHED – EXHIBIT A

All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Property, shall be limit the use and development of the Property from the date of this Contract, and shall bind the parties hereto and their respective personal representative, successors, and assigns, in perpetuity. The rights herein conveyed are subject to the interests of the State of Wisconsin and the Department of Natural Resources Stewardship Program under Chapter 23, Wisconsin Statutes and Chapter NR 51 of the Wisconsin Administrative Code.

By acceptance of this Contract the Sponsor, for itself, its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign, mortgage or otherwise encumber the Property or convert it to uses or purposes inconsistent with the Stewardship Program and this Contract without the prior written approval of the Wisconsin Department of Natural Resources.

Project Financial Assistance Summary	The following documents are hereby incorporated into and made part of this Contract:								
<table border="0"> <tr> <td>Total Project Cost</td> <td>\$103,440.00</td> </tr> <tr> <td>Cost-Share Percentage</td> <td>50%</td> </tr> <tr> <td>State Aid Amount</td> <td>\$51,720.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td>\$51,720.00</td> </tr> </table>	Total Project Cost	\$103,440.00	Cost-Share Percentage	50%	State Aid Amount	\$51,720.00	Project Sponsor Share	\$51,720.00	<ol style="list-style-type: none"> 1. Chapter 23, Wis. Stats. 2. Chapter NR 51, Wisconsin Administrative Code 3. Charter NR 52, Wisconsin Administrative Code 4. Grant Application, attachments, and addendums
Total Project Cost	\$103,440.00								
Cost-Share Percentage	50%								
State Aid Amount	\$51,720.00								
Project Sponsor Share	\$51,720.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this Contract in accordance with the Acquisition and Development of Local Parks and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this Contract.
2. This Contract, together with any referenced parts and attachments, shall constitute the entire Contract and previous communications, understandings, representations or contracts pertaining to the subject matter of this Contract are superseded. Any revisions, including cost adjustments, shall be made by a written amendment to this Contract, signed by both parties prior to the termination date of the Contract. Time extensions and scope changes to the Contract may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the Sponsor to comply with the terms of this Contract may not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was not the fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Contract, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 51, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The Sponsor should consult its legal counsel with questions concerning Contracts and bidding.
5. May decline the offer of financial assistance provided through this Contract, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this Contract may be rescinded, modified, or amended only by mutual written agreement of the parties.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, from and against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this Contract or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description or this Contract. In addition, should the Sponsor fail to comply with the conditions of this Contract, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this Contract may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this Contract, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the Contracting officer setting forth the provisions of the nondiscrimination clause.
9. Agrees not to discriminate against any person in the use and enjoyment of the property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States or this state.
10. Agrees that reasonable entrance, service or user's fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.
11. Agrees that income accruing to the Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 28.11 Wis. Stats.
12. Shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices. These records may be reviewed by state officials.
13. Shall display a sign at the property acknowledging funding through the Knowles-Nelson Stewardship Program and Wisconsin Department of Natural Resources.

The Department:

14. Promises, in consideration of the covenants and Contracts made by the Sponsor, to obligate for the Sponsor the amount of \$51,720.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 50 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
15. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

- a. Property acquired or developed with assistance from this program shall not be converted to uses inconsistent with public outdoor recreation without the prior written approval of this Department.
- b. Total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
- c. All applicable permits, licenses and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction and the life of the project.
- d. Erosion control will be accomplished using the guidelines in the Wisconsin Construction Site Best Management Practice Handbook. Construction sites associated with land disturbing activities over one acre within 500 feet of a surface water body require an erosion control plan prepared by the Sponsor, to be submitted to the Department of Natural Resources for approval. Surface bodies include permanent flowing streams, ponds and lakes. Construction sites disturbing more than five acres of land require a permit for stormwater discharges from construction sites to be issued by the Department of Natural Resources.
- e. All existing overhead utility services if feasible shall be buried and any new utility services provided through this project must be installed underground.
- f. Stormwater permits are required if grading >1 acre, and filling or grading in wetlands requires a Corps of Engineers and Department permits.
- g. Development plans must be submitted to the Department for approval prior to any construction.
- h. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
- i. The Sponsor agrees to provide engineer stamped bridge plans prior to construction.
- j. No development of this property can occur until the required State Historical Society assurances have been completed.

Check here if you request advance payment totaling \$25,860.00

The person(s) signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this Contract and bind his or her principal, either by a duly adopted resolution or otherwise.

Signed this _____ day of _____, 20_____.

CITY OF FRANKLIN

Signature of Sponsor Representative

Typed or Printed Name of Sponsor

Representative

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me this _____ day of _____, 20____, the above named _____ to me known to be the person who executed the foregoing instrument and acknowledged the same.

Signature of Notary Public

Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires)(is) _____

Signed this 4 day of February, 2013.

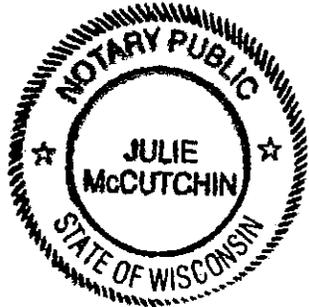
**STATE OF WISCONSIN
DEPARTMENT OF NATURAL**

RESOURCES

BY Lavane Hessler
Lavane Hessler, Program Manager
Stewardship Local Units of Government
Bureau of Community Financial Assistance

STATE OF WISCONSIN)
DANE COUNTY) ss.

Personally came before me this 4th day of February, 2013, the above named Lavane Hessler to me known to be the person who executed the foregoing instrument and acknowledged the same.



Julie McCutchin
Signature of Notary Public

Julie McCutchin
Typed or Printed Name of Notary Public

Notary Public, State of Wisconsin
My Commission (expires)(is) 8-25-2013

EXHIBIT A – LEGAL DESCRIPTION

Parcel "1"

The East 60 acres of the West One-half (1/2) of the Southwest One-quarter (1/4), except the South 5 acres of the West 10 acres of the East 20 acres of the West One-half (1/2) of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9997-001

Parcel "2"

The South 5 acres of the West 10 acres of the East 20 acres of the West One-half (1/2) of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, except the North 15.25 feet of the South 40 feet thereof. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9998-001

Parcel "3"

The West 20 acres of the West One-half (1/2) of the Southwest One-quarter (1/4) of Section Twelve (12), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom Certified Survey Map No. 4994, and the Southerly 40 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 787-9999-004

Parcel "4"

The East 10 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom the North 45 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 788-9977-001

Parcel "5"

The West 10 acres of the East 20 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), Township Five (5) North, Range Twenty-one (21) East, except the North 45 feet for street and the South 40 feet for street purposes. Further excepting that part previously platted as Victory Creek Estates. Tax Key No. 788-9978-002

Parcel "6"

The West 10 acres of the West 30 acres of the East One-half (1/2) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, excepting therefrom the North 45 feet for street purposes.

Further excepting therefrom part of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4) of Section Eleven (11), in Township Five (5) North, Range Twenty (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said ¼ Section; thence South 87° 28' 04" West along the South line of said ¼ Section 495.00 feet to a point; thence North 00° 03' 43" West parallel with the East line of said ¼ Section, 2145.23 feet to the point of beginning of this description; thence continuing North 00° 03' 43" West, 434.17 feet to a point on the North line of said ¼ Section; thence North 87° 47' 45" East along said North line, 100.07 feet to a point; thence South 00° 03' 43" East and parallel with the East line of said ¼ Section, 387.82 feet to a point; thence South 42° 49' 16" West, 146.95 feet to the point of beginning. (Document No. 7812422)

Further excepting that part previously platted as Victory Creek Estates.

Also known as a part of the Southwest One-quarter (1/4) of Section Twelve (12) and part of the Southeast One-quarter (1/4) of Section Eleven (11), both in Township Five (5) North, Range Twenty-one (21) East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northwest corner of the Southwest ¼ of said Section 12; thence North 87° 47' 47" East along the North line of the Southwest ¼ of said Section, 1332.41 feet to a point; thence South 00° 01' 35" West, 2016.85 feet to a point; thence North 40° 03' 33" West, 121.71 feet to a point; thence South 70° 57' 44" West 89.95 feet to a point; thence South 88° 30' 16" West, 84.45 feet to a point; thence Northwesterly 230.99 feet along the arc of a curve whose center lies to the West, whose radius is 620.00 feet and whose chord bears North 32° 03' 50" West, 229.66 feet to a point; thence North 42° 44' 14" West, 70.66 feet to a point; thence South 89° 35' 29" West, 837.78 feet to a point; thence South 72° 15' 33" West, 351.03 feet to a point; thence Southwesterly 92.57 feet along the arc of a curve whose center lies to the North, whose radius is 300.00 feet and whose chord bears South 81° 05' 55" West, 92.20 feet to a point; thence South 89° 56' 17" West, 142.26 feet; thence North 00° 03' 43" West, 1274.06 feet to a point; thence North 42° 49' 16" East, 146.95 feet to a point; thence North 00° 03' 43" West, 342.73 feet to a point; thence North 87° 47' 45" East, 394.82 feet to a point; thence North 00° 03' 43" West, 45.03 feet to the point of beginning.

Containing 3,122,205 square feet or 71.68 acres.

Tax Key No. 788-9978-002

Notice: Project Sponsors are required to provide information requested on this form when applying for payment of a grant funded by the Department. See Reporting Requirements on reverse. The Department will not process your payment request unless you provide all information requested. This information will be used to determine the amount of your payment and issue your check. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records law [ss. 19.31-19.39, Wis. Stats.].
 Submit one copy of this request form, your completed Grant Payment Worksheet (Form 8700-002), and required documentation, listed on reverse, to your DNR Grant Specialist. See the DNR web site for additional information: <http://www.dnr.state.wi.us/org/caer/cfa>

Project Sponsor Information	
Project Sponsor / Management Unit Name	Grant Number
Project Name	County

The DNR will mail the check to the name identified on the application as "Check Recipient." Questions? Contact DNR Grant Specialist.	Type of Request: <input type="checkbox"/> Partial <input type="checkbox"/> Final <input type="checkbox"/> Supplemental (Snowmobile Only)
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Payment Information (see reverse for instructions)

A. Payment Record to Date	Amount	This Column for DNR Use Only
1. Amount of Grant (from original or amended Grant Agreement)		
2.a. Advance Payment Received, if any		
2.b. Total Payments Received after Advance Payment, if any		
2.c. Total Payments Received to Date (Lines 2.a. + 2.b.)		
3. Funds Remaining (Line 1 minus Line 2.c.)		

B. Cost Share Amount	Amount	This Column for DNR Use Only
4. Total Eligible Project Costs this Period. Transfer data from "Total Project Costs" field on Worksheet (Form 8700-002)	\$	
5. Your Share of Costs. See Line 5 instructions on reverse.	\$	
6. State Share of Costs (Line 4 minus Line 5) NOTE: This line cannot exceed the amount in Line 1.	\$	

C. This Payment Request and Grant Balance Remaining	Amount	This Column for DNR Use Only
7. Amount of Advance Payment Received (from Line 2a) (if no advance payment received or already accounted for, enter \$0)	\$	
8. Amount Eligible this Claim (Line 6 minus Line 7) NOTE: This line cannot exceed the amount in Line 3.	\$	Amount approved this claim →
9. Grant Balance Remaining (Line 3 minus Line 8)	\$	

Lake & River Grants Only: Does project include State Lab of Hygiene Sample Analysis? Yes No

Certification

I certify that, to the best of my knowledge and belief, the eligible costs requested are in accordance with the terms of the grant agreement and that all expenditures are based on actual payments of record. This reimbursement represents the grant share due that has not been previously requested.

Name of Authorized Representative - type or print	(Area Code) Telephone Number
Signature of Authorized Representative	(Area Code) FAX Number
Date Signed	E-mail Address

Space Below this Line for DNR Use Only	
Grant Specialist Signature	Reimbursement Approval Date

INSTRUCTIONS

Grant Payment Request

Form 8700-001 (R 6/06) Page 2 of 2

Line 1: Amount of Grant (from original or amended Grant Agreement). Enter amount on the first page of your grant agreement, often called "State Aid Amount" or "Total Project Funds Awarded."

Line 2. A: Advance Payment Received, if any. Some grant programs allow project sponsors to request up-front grant funds (advances) at the beginning of the grant period, even before expenses are incurred. If you had no advanced payment, enter \$0 on line 2.A. If you received an advance, this amount is generally on the signature page of your grant agreement.

Line 2. B.: Total Payments Received after Advance Payment, if any. Some grant programs allow partial payments after the advance payment was received. If you have received partial payments, enter the total amount of all payments after the Advance Payment on line 2.B.

Line 2. C.: Total Payments Received to Date. Enter the total amount of lines 2. A. + 2. B.

Line 3. Funds Remaining. This amount is the balance of your grant award after subtracting all payments made before the date of this request.

Line 4. Total Eligible Project Costs this Period. Transfer amount from "Total Project Cost" field on Grant Payment Worksheet, Form 8700-002. This is the total of all eligible expenses claimed for this payment request.

Line 5. Your Share of Costs. This is the portion of eligible costs that are your responsibility. See your grant agreement. If your grant agreement shows "Fund Support" as a percentage instead of a \$ amount, complete steps 1 and 2 below:

Step 1:	100 %	-	"Fund Support" % from Grant Agreement	=	Your Share %
			<input type="text"/> %		<input type="text"/> %
Step 2:	"Total Project Costs" amount	x	"Your Share %" from Step 1	=	Step 2 Total
	\$ <input type="text"/>		<input type="text"/> %		\$ <input type="text"/>

Enter "Step 2 Total" in Line 5 on front. Questions? Contact your grant specialist.

Line 6. State Share of Costs. This is the portion of eligible costs that are the State's responsibility (Line 4 minus Line 5). This amount cannot exceed the grant balance remaining, as shown on Line 3, or the amount of money expended by the grant sponsor.

Line 7. Amount of Advance Payment Received. Some grant programs allow project sponsors to request up-front funds (advances) at the beginning of the grant period. The amount of your advanced payment needs to be supported with eligible expenses. Also list those expenses on your worksheet (Form 8700-002). If you did not receive an advance payment enter \$0 in this area. If your advanced payment has already been accounted for in a previous payment request, enter \$0 in this area. Do not list partial payments on Line 7.

Line 8. Amount Eligible This Claim. Enter the amount you are requesting for this payment request. Do not include eligible expenses reimbursed through prior partial payments on this claim. On line 8, show the amount you calculate to be your payment on this claim. DNR staff will audit reimbursement claims before payment is sent.

Line 9. Grant Balance Remaining. This is the amount of grant funds available to you for future partial payments. If your claim is a final reimbursement request, any balance appearing on Line 9 is not available for your use in the future.

Lake & River Grants Only. Account for State Lab of Hygiene (SLOH) sample analysis. The amount of money available under your grant will be reduced by the amount of payments to SLOH.

Certification: This payment request cannot be processed unless this form is signed by the authorized representative named in your resolution.

Questions? Contact your grant specialist at the DNR. That person is identified in the cover letter of your grant agreement.

REPORTING REQUIREMENTS

Under authorities cited, use of this form is authorized for the following grants.

- All-Terrain Vehicles: s. 23.33, Wis. Stats., and ch. NR 64, Wis. Adm. Code
- Clean Vessel: Sec. 5604 of the federal Clean Vessel Act of 1992
- County Conservation Aids: s. 23.09 (12), Wis. Stats., and ch. NR 50.14, Wis. Adm. Code
- Lake Planning: s. 281.68, Wis. Stats., and ch. NR 190, Wis. Adm. Code
- Lake Protection: ss. 281.69 and 281.71, Wis. Stats., and ch. NR 191, Wis. Adm. Code
- Land and Water Conservation Fund-Land Acquisition & Development: Act of 1965, Public Law 88-578, and ch. NR 50, Wis. Adm. Code
- Landowner Incentive Program: ch. 58, subch. III, Wis. Adm. Code
- Recreational Boating Facilities: s. 30.92, Wis. Stats., and ch. NR 7, Wis. Adm. Code
- Recreational Trails: federal 1998 Transportation Equity Act for the 21st Century
- River Planning: ss. 281.70 and 281.71, Wis. Stats., and ch. NR 195, Wis. Adm. Code
- River Protection: ss. 281.70 and 281.71, Wis. Stats., and ch. NR 195, Wis. Adm. Code
- Snowmobile Trail Aid: s. 23.09(26); ch. 350, Wis. Stats., and ch. NR 6, Wis. Adm. Code
- Sports Fish Restoration: Federal Aid in Sport Fish Restoration Act
- Stewardship (NCOs) - Land Acquisition & Development: ss. 23.096 and 23.098, Wis. Stats., and ch. NR 51, Wis. Adm. Code
- Stewardship (Local Units of Government) - Acquisition & Development: s. 23.09, Wis. Stats., and ch. NR 51, Wis. Adm. Code.

REQUIRED DOCUMENTATION

Include one copy of the following attachments (* if applicable) and other documentation required by your grant program.

ACQUISITION:

1. Grant Payment Worksheet, Form 8700-002.
2. Copy of deed.
3. Copy of title insurance policy.
4. Closing statement/canceled check(s).
5. Offer to purchase.
6. Just compensation.
7. Statement of relocation payments.
- 8.* WI Department of Commerce relocation statement.
- 9.* Statement of program revenue; i.e., sale of buildings, etc.

DEVELOPMENT:

1. Grant Payment Worksheet, Form 8700-002.
2. Copy of invoices, vouchers and canceled checks.
- 3.* Copy of bid specifications, certified bid tabulations, accepted bid proposal(s), contracts and change orders.
- 4.* Force account labor/equipment records.
- 5.* Donation labor/equipment records.
- 6.* Copy of affidavit of publication or bid notice.

MAINTENANCE:

1. Grant Payment Worksheet, Form 8700-002.
2. Copy of vendors invoices, vouchers and canceled checks.
- 3.* Copy of bid specifications, certified bid tabulations, accepted bid proposal(s), contracts and change orders.

Grant Payment Worksheet

Form 8700-002 (R 8/03)

INSTRUCTIONS FOR COMPLETING GRANT PAYMENT WORKSHEET

Use the worksheet to itemize all project expenses, including donated labor and donated expenses.

- Attach photocopies of proof of expenses and payments for each item listed.
- Use additional worksheets as necessary. Include Grant Number on each sheet.
- Submit Worksheet(s) and attachments with Grant Payment Request, Form 8700-001, or specific grant reimbursement form, to your DNR Grant Specialist.

Date Field and Column Definitions

Date Expense Incurred: Date of invoice, purchase, or service rendered.

- Costs incurred prior to the beginning date of the grant agreement are not eligible for reimbursement, except as noted below.
- Exceptions: Certain land acquisition, design costs, and navigational aids may be available retroactively. Check with your DNR Grant Specialist.

Invoice #: Number on vendor invoice or bill associated with the purchase or service.

- Combined Costs: If an invoice combines costs for multiple grants or expenses, identify and explain specific costs associated with each grant expense. Attach a copy of this invoice, as well as proof of payment identified below. Use as many lines as necessary.
- Donated Expenses: Include invoice number if donated expenses are included on an invoice or bill. Otherwise, leave this field blank and go to "Proof of Payment" column.

Proof of Payment #: Number on check or money order used to pay the expense. If no proof of payment number, leave blank. Attachments required:

- Expenditure Proof of Payment Examples: Canceled check, with front side of check containing the amount of the check digitally printed by the bank under the signature line; Non canceled check with bank statement showing check cleared account; County payroll vouchers; Credit card statements. For acquisition expenditures, acquisition closing statements.
- Combined Proofs of Payment: If a proof of payment covers multiple expenses or grants, identify payments related to the particular grant expense on a copy.
- Donated Expenses: Volunteer Labor Log Sheet, or other donated labor/services documentation. Include volunteer names, type of work, hours worked, pay rate and totals. Log sheets require signatures of volunteer(s) and supervisor(s).

Payee: Name of consultant, contractor, vendor, supplier, etc. to whom payment was made.

Eligible Project Cost Description (Check Grant Agreement): Describe expense briefly. Include only eligible expenses as specified in the particular project grant application and grant agreement.

- Acquisition Grant Possible Eligible Expense Examples: Land/Conservation Easement, Recording Fees, Appraisal, Title Insurance, etc.
- Development Grant Possible Eligible Expense Examples: Construction, Equipment Rental, Landscape seed, Mulch, Demolition, etc.
- Other Grant Type Possible Eligible Expense Examples: Materials, Supplies, Maintenance-Grooming; Maintenance-Signage, Maintenance-Other, etc.

Amount Paid: The amount of the project cost expense paid out-of-pocket. Enter only actual expenditures in this column.

Amount Donated: The amount of value for donated services, labor, equipment, etc. Enter donated amounts in this column.

Grant Begin Date /Grant End Date: Dates specified on the first page of your grant agreement or grant amendment.

Paid Subtotal: The sum of all paid expenditures listed in this column, on this page.

Donated Subtotal: The sum of the value of each donated item listed in this column, on this page.

Total Project Cost: (Paid Subtotals all pages) + (Donated Subtotals all pages) = Total Project Costs

- Enter this total on page one of the Grant Payment Worksheet.
- Transfer amount to line 4, "Total Eligible Project Costs This Period" of Form 8700-001, Grant Payment Request.

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<p>APPROVAL</p> <p><i>Slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>2/19/2013</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 19, 2013

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Alderman's Room

February 19, 2013 – 6:00 p.m.

1.	Call to Order & Roll Call	Time		
2.	License Application Reviews			
		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2012-13 6:00 p.m.	Fabre, Tina M. 1557 S Fifth St Milwaukee, WI 53204 Wal-Mart			
Operator 2012-13	Greer, Patricia A 1702 East Eden Place Saint Francis, WI 53235 CVS Pharmacy			
Operator 2012-13	Herrick, Trevor M 3928 E American Ave Oak Creek, WI 53132 Roettger's Mobil			
Operator 2012-13	Stallman, Ciji M 1033 S 74 th St West Allis, WI 53214 Auntie's			
Special Class B Fermented Malt Beverage	St. Martin of Tours School Spaghetti Dinner Person In Charge: Jeanine Johnson Location: 7963 S 116 th St Date of event: March 2, 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.

APPROVAL <i>Slew CAP</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 2/19/13
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>I.1.</i>

Provided for Council approval is a list of vouchers dated February 19, 2013 Nos. 146108 through 146277 in the amount of \$ 964,318.91.

The net city vouchers for February 19, 2013 are \$964,318.91

Approval is requested for the net payroll dated February 8, 2013 in the amount of \$ 322,404.95.

COUNCIL ACTION REQUESTED

Motion approving net City vouchers in the range Nos. 146108 through Nos.146277 in the amount of \$ 964,318.91 dated February 19, 2013.

Motion approving net payroll dated February 8, 2013 in the amount of \$ 322,404.95.