

**CITY OF FRANKLIN
PERSONNEL COMMITTEE MEETING
FRANKLIN CITY HALL, COMMON COUNCIL CHAMBERS
9229 W. Loomis Road, Franklin, WI 53132
Monday, July 14th, 2025 @ 6:00 p.m.**

AGENDA

- I. Call to Order, Roll Call, and Pledge of Allegiance
- II. Citizen Comment Period
- III. Approval of the Minutes from 4/21/2025
- IV. Election of Officers
- V. Approval of a Tentative Agreement with the Police Union
- VI. Approval of a New Job Description for City Attorney and Approval to Fill the Position of City Attorney
- VII. Approval to Increase the Hours of the Account Clerk from 30 Hours per Week to 40 Hours per Week
- VIII. Consideration of an Increase to the Clothing Allowance for Department of Public Works and Sewer & Water Employees
- IX. Staffing Report
- X. Future Agenda Items
- XI. Next Scheduled Meeting Date – August 18th, 2025
- XII. Adjournment

III

**CITY OF FRANKLIN
PERSONNEL COMMITTEE MEETING
FRANKLIN CITY HALL COMMON COUNCIL CHAMBERS
9229 W. Loomis Rd., Franklin, Wisconsin
6:00 p.m., April 21st, 2025**

MINUTES

- I. The April 21st, 2025 Personnel Committee Meeting was called to order at 6:00 p.m. by Chair Budny in the Common Council Chambers at City Hall. Members present were Chair Budny, Alderman Hasan, Alderwoman Eichmann, Members Prusko, Richard, Ferguson, Ireland, and Heidingsfeld. (Member Heidingsfeld participated and voted during the meeting. It was later found that she has not yet been sworn in as a member and as such her votes are not included below.) Also in attendance was Mayor Nelson, Director of Administration Hersh, and Human Resources Manager Zahn. Sewer & Water employee Ryan Silkey was present as the rotating employee representative.
- II. Citizen comment period

There were no citizen comments.
- III. Welcome to New Member – Alderwoman Michelle Eichmann

No Action Needed
- IV. Approval of the Minutes from 3/17/2025

Motion by Alderman Hasan and seconded by Member Ferguson to approve the minutes from 3/17/2025 as submitted. Motion Carried: Ayes- All.
- V. Election of a Vice-Chair due to the departure of Alderman Barber from the Committee

Motion by Member Richard and seconded by Member Prusko to nominate Member Ireland as Vice-Chair. Motion by Alderwoman Eichmann and seconded by Member Ferguson to nominate Alderman Hasan as Vice-Chair. Upon vote, there was 1 vote cast for Member Ireland and 4 votes cast for Alderman Hasan. Alderman Hasan is elected Vice-Chair.
- VI. Revised Job Descriptions for the Administrative Clerk position (including changing title to Administrative Assistant) in the Health Department

Motion by Alderwoman Eichmann and seconded by Alderman Hasan to recommend the requested changes to the job description. Motion Carried: Ayes – All.
- VII. Approval of a New Job Description for a Registered Sanitarian I in the Health Department

Staff explained that we are requesting the new title to be Registered Sanitarian II to be consistent with titles in other departments. Motion by Member Richard and seconded by Member Ferguson to recommend approval of the new job description. Motion Carried: Ayes – All.

VIII. Rotating Employee Non-Voting Member – Topics requested for discussion:

- Step pay program
- Clothing Allowance

Discussion held on the above topics, but no action could be taken at this meeting.

IX. Continued Discussion Regarding Potential Changes to the Non-Represented Classification and Compensation Study

Motion by Alderman Eichmann and seconded by Member Ferguson to recommend the pay adjustment for three department heads to the 40th percentile of the salary ranges as requested.

Motion Carried: Ayes – All (Member Heidingsfeld voted no but her vote cannot be counted per explanation above.)

X. Staffing Report

Info provided. No action needed.

XI. Future Agenda Items

Clothing Allowance – discussion and possible action

XII. Next Meeting Date

The next regularly scheduled meeting is planned for May 19th, 2025.

XIII. Adjournment

Motion by Member Prusko and seconded by Member Richard to adjourn the Personnel Committee meeting at 7:02 p.m. Motion carried: Ayes-All.

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/15/2025
REPORTS & RECOMMENDATIONS	Tentative Agreement Between the City of Franklin and the Franklin Professional Police Association for a 2025 – 2028 Successor Collective Bargaining Agreement	ITEM NUMBER

BACKGROUND

On June 12, 2025 City Staff reached a tentative agreement with the Franklin Professional Police Associations for a successor agreement to the 2022 – 2024 agreement. The Union group took the tentative agreement to their membership on June 23, 2025 and ratified the agreement. Upon approval by the Common Council, the agreement will go into effect until December 31, 2028.

The full tentative agreement, showing all changes negotiated, is attached. This was agreed to between City Staff and the Franklin Police Association after many days and many hours of discussion, explanation, and compromise. Please keep in mind the Common Council cannot modify the provisions of the tentative agreement. The agreement is a package deal and must be approved or rejected.

Major changes include:

1. Wages – All active officers at time of ratification will receive a one-time signing bonus of \$500 instead of the backpay that would normally be calculated. Employees will then receive 4% increases on 7/1/25, 1/1/26, 1/1/27, and 1/1/28. The estimated impact on the 2026 budget is significant. This change will require careful financial planning to avoid compromising broader fiscal stability.

4% is higher than anticipated, and higher than our Fire Union (3%) and our non-represented employees received (2%), however, since the increase doesn't go into effect until 7/1/2025, the cost for 2025 does not go over the 3% that was budgeted. In addition, based on our police officer wages in comparison to our comparable communities, it was agreed that we needed to try to increase wages in order to be competitive in attracting new officers.

Going into negotiations, Franklin's police officer wages were 10th out of the 14 communities we compare ourselves to. (Our agreement allows us to add 4% to our wages in the case of an arbitration case, and that lifts us to 3rd place amongst our comparable, but that doesn't help when trying to convince an applicant to work for Franklin vs. one of our neighboring communities.) Past Council's have indicated that we would like Franklin wages to be at about the 35th percentile (35% of communities pay higher than us, with 65% of communities paying less than us).

By increasing our wages 4% in 2025, this will move Franklin up one position, to 9th within the 14 communities. By the end of 2028 we believe we will be around 6th for wages out of 14 communities (this is assuming a 3.5% increase for communities that have not yet settled agreements out to 2028). Elevating our wages to at least the top half of our neighboring communities is imperative in trying to hire and retain good officers.

2. Retiree Health Insurance – Officers may stay on the City insurance as a retiree with 15 years of City service, reduced from 20 years of City service. This is consistent with the requirements for the Fire Union. (Employees still need to reach normal retirement age based on WRS pension requirements to qualify, which means age 53 with 25 years of WRS service, or age 54 with less than 25 years of WRS service.) This change is not expected to impact many individuals, but will help attract lateral transfer applicants if they are already over 33 and aren't intending to work another 20+ years.)
3. Longevity – This benefit was enhanced, on a trial basis, and will be paid as a one-time payment in December, instead of monthly payments. This agreement will sunset on 12/31/2028 unless mutually agreed to continue.

Other minor changes include:

1. Paid time away from work for up to 24 hours for the Union President or his designee to attend to Union business.
2. Sick time may be given to lateral transfer candidates.
3. Change in work hours. This had been previously agreed to in a Memo of Understanding. The MOU was removed and the agreed upon hours incorporated into the labor agreement.
4. Shift selection language was agreed to allowing shift picks each year.
5. Training language was adjusted to acknowledge straight time wages for some training instead of overtime wages.
6. Seniority language was modified to reflect that new hires going to the Academy would not pass probation until 1 year after completion of the Academy.
7. Residency – the boundaries were slightly modified to include all of Milwaukee, Waukesha, and Racine counties and part of Kenosha, Washington and Ozaukee counties.

The Mayor, Director of Administration, Police Chief, Assistant Police Chief, and Human Resources Manager all support approval of this tentative agreement.

COUNCIL ACTION REQUESTED

Motion to approve the Franklin Police Officers Association Tentative Agreements with the City of Franklin for a 2025 – 2028 successor labor agreement between the City of Franklin and the Franklin Professional Police Officers Association and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute a labor agreement incorporating the provision of the attached Tentative Agreement, and to authorize Human Resources to incorporate any such changes into the Employee Handbook as deemed appropriate.



City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
Tentative Agreement
June 12, 2025

ARTICLE 3 – ASSOCIATION ACTIVITY

LW 6/2/25

KAA 6/12/2025

Section 3.02: The President of Franklin Police Officers Association Local 280 or their designee shall be granted up to twenty-four (24) hours of time off with pay for attendance at Union functions, including educational conferences and conventions. The time off must be approved by the Chief or their designee. The time off can be taken in increments of hours, if staffing allows, but cannot be canceled within forty-eight (48) hours of the approved time off. Association stewards and designated Association representatives shall have the right to post notices relating to legitimate Association business on bulletin board space supplied by the City, provided that a copy of any such notice is given to the Chief before posting.

Tentative Agreement 6/5/2025

ARTICLE 6 – WAGES

LW 6/2/25

KAA 6/12/2025

Section 6.01:

\$500 One-time signing bonus when ratified for all active officers, to be executed no later than August 8, 2025.

July 1st, 2025: 4%

Jan 2026: 4%

Jan 2027: 4%

Jan 2028: 4%

Section 6.03: Appointments of new hires as a Patrol Officer shall normally be made at the established minimum ("Start") rate of pay. The initial appointment of a new hire above the established starting rate of pay may be made by the City if it decides to hire a new employee with multiple years of experience. Any such appointment must be at an established annual step level as shown in section 6.01. If hired at the "6 Months" step, the employee would advance to the "1 Year" step after six calendar months, to the "2 Years" step after an additional 12 calendar months (a total of 18 months), and to each successive step after completing each subsequent year. If the employee is hired at steps 1, 2, 3, or 4, the employee would move to the next successive step after each completed calendar year, meaning there would be no 6-month step during the first year of employment. The Chief shall have the discretion (subject to the Mayor's oversight as required by law) to offer additional vacation and/or sick leave. This provision does not alter the probation requirements, the seniority level of the new hire, or any other benefits

Celebrating Quality of Life



**City of Franklin and WPPA July 1, 2025 - December 31, 2028
Collective Bargaining
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June 12, 2025**

related to years of service.

Tentative Agreement 6/5/2025

ARTICLE 7 – HOURS OF WORK *LU 6-25* *KH 6/12/2025*

Section 7.01: Patrol Officers. The normal shifts shall be as follows: First Shift – 6:45 A.M. to 3:00 P.M.; Second Shift – 2:45 P.M. to 11:00 P.M.; Third Shift – 10:45 P.M. to 7:00 A.M.; Swing Shift – 7:45 P.M. to 4:00 A.M.

Section 7.02D: Officers attending the police academy will work eight hours a day, Monday through Friday, five (5) workdays on, two (2) weekend days off. The final schedule, however, will be determined by the academy training schedule.

Officers attending the police academy will receive one and a half times their regular pay for any hours worked over 40 hours in a workweek and must obtain permission from a supervisor before working any overtime.

Section 7.03: Shift Selection. Patrol Officers will pick shifts annually before the initial vacation pick each year. Shift selections will be done by seniority, starting with the member with the highest seniority in the bargaining unit.

Modified MOUs:

1. School liaison officer position
2. Full-Time Crime Prevention Officer Primary Duty Assignment
(language attached)

Tentative Agreement 6/5/2025

ARTICLE 8 – OVERTIME *LU 6-25* *KH 6/12/2025*

Section 8.01B: School/Training. Overtime regarding schooling and training sessions shall be paid at straight time, up to a maximum of eight (8) hours per day, at the employee's straight-time hourly rate. If the school or training session lasts for more than eight (8) hours in a day, or requires an overnight stay, the Employer will not be required to pay more than eight (8) hours of straight time per day, regardless of the total number of hours actually spent traveling or in attendance at the school or training session.

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**City of Franklin and WPPA July 1, 2025 - December 31, 2028
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ARTICLE 11 – LONGEVITY *W 6-2-25*

KH 6/12/2025

Starting in 2026, Article 11 will be modified through a Memorandum of Understanding (MOU) as a pilot program, which will expire on December 31, 2028, unless mutually agreed upon by the parties to be extended based on the City's retention analysis during the term of the agreement. Retiring officers will not be considered in the City's turnover analysis.

Section 11.01: Each eligible employee who qualifies for years of service within the calendar year and is still employed when payment is due shall receive longevity pay in addition to the regular salary, based upon the following schedule:

After 5 years of service, \$500.00 per year
After 10 years of service, \$750.00 per year
After 15 years of service, \$1000.00 per year

Capped at \$1,000

Payments will be made in the first paycheck of December, following the anniversary.

ARTICLE 15 – HEALTH INSURANCE *W 6-2-25*

KH 6/12/2025

Section 15.02A: The employee/retiree must have at least fifteen (15) years of full-time service with the City of Franklin. (Remainder of 15.02A has been removed)

Tentative Agreement 6/5/2025

ARTICLE 22 – SENIORITY *W 6-2-25*

KH 6/12/2025

Section 22.02: New employees shall not attain any seniority rights until they have completed their probationary period. The probationary period for new employees shall be one (1) year from the date of hire or the completion of the recruit academy, whichever is later. Provided, however, that this period may be extended for an employee by mutual agreement in writing between the employer and the Association. During such probationary period, the probationary employee may be disciplined or discharged at the sole discretion of the Employer without recourse to the grievance procedure under Section 62.13 (5), Wisconsin Statutes. Upon completion of the above probationary period, an employee will be granted seniority rights from the original date of hire.

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**City of Franklin and WPPA July 1, 2025 - December 31, 2028
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Tentative Agreement
June 12, 2025**

Section 22.08: Residency. Employees now covered by a residency requirement shall reside within Milwaukee, Waukesha, Racine Counties, or North of Hwy 50 in Kenosha County, or South of Hwy 60 in Ozaukee and Washington Counties.

Tentative Agreement 6/5/2025

ARTICLE 29 – DURATION AND NEGOTIATIONS *LS 6-12-25* *KA 6/12/2025*

Section 29.01: This agreement shall become effective upon ratification and shall continue in full force and effect until December 31, 2028. The terms and conditions of this Agreement shall continue to apply until superseded by another Agreement, except as otherwise provided for by law.

Side letter, pp. 32 and 33, for the Recruit Officer expired. Shift MOU expires.

Tentative Agreement 6/5/2025

**Memorandum of Understanding
Between
The City of Franklin
and the
Franklin Police Officers Association Local 280
Wisconsin Professional Police Association / LEER
Regarding Hours of Work Patrol Officers**

The City of Franklin and the Franklin Police Officers Association/Wisconsin Professional Police Association mutually agree to the adjustment of the Hours of Work for Patrol Officers on a trial basis. This agreement will sunset at the end of the current labor agreement and there is no dynamic status quo attached to it.

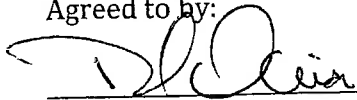
It is agreed to by the Association and the City that the collective bargaining agreement language will be modified as follows:

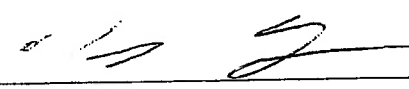
Article 7 HOURS OF WORK

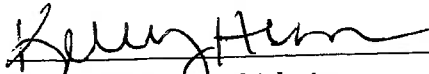
Section 7.01 Hours of Work:

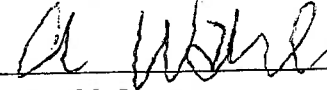
- A. **Patrol Officers:** The normal shifts shall be as follows: First Shift – 6:45 A.M. to 3:00 P.M.; Second Shift – 2:45 P.M. to 11:00 P.M.; Third Shift -10:45 P.M. to 7:00 A.M.; Swing Shift – 7:45 P.M. to 4:00 A.M.
1. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing agreed to and executed by the Association and the City.
2. If at any time either party should seek to terminate this agreement, the Association and Administration shall meet in a timely manner and discuss this memo of understanding to decide if the parties agree to continue the language. Should either party not agree, that party shall provide written notification of the withdrawal of this agreement, effect 30 calendar days after the notice is provided.
3. This Agreement shall not continue beyond the current Collective Bargaining Agreement. The agreement will automatically sunset, unless it is mutually agreed to by the City and the Association to incorporate the shift changes into a successor collective bargaining agreement.
4. This Agreement shall not serve as precedent or past practice regarding any further alterations to the Collective Bargaining Agreement that either party shall seek in the future and shall not be used as evidence against either party in a proceeding unrelated to interpretation or application of this Agreement.
5. This Agreement is the result of mutual draftsmanship and shall not be interpreted against either party on grounds of sole authorship.


Agreed to by:

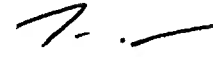
 10/4/23
Richard Oliva, Police Chief Date

 10/04/23
Nick Coca, President Date

 10/4/2023
Kelly Hersh, Dir of Admin Date

 10/4/23
Amy Wahl, Secretary Date

 10/4/23
Karen Kastenson, City Clerk Date

 10/4/23
Business Agent, WPPA Date

Memorandum of
Understanding
between
City of Franklin and the Franklin Professional Police
Officers Association
Pertaining to the School Liaison Officer position.
(Also referred to as the School Resource Officer or
SRO)

Whereas the City desires to re-institute the School Liaison Officer position, to be referred to as the SRO, which is allowed for by contract in Article VII, Section 7.02, C.

Whereas the SRO will work an 8 hour day Monday through Friday year round and will be assigned to Franklin Schools during the school year.

Now, therefore, the following constitutes the mutual agreement between the City and the Association relative to the re-institution of a SRO Duty Assignment and addressing associated changes as noted below.

1. The City may, in its sole discretion, establish or discontinue a SRO primary duty assignment. In the event the City so establishes such a duty assignment, this memorandum provides certain information relative to how the duty assignment will function and addresses the labor agreement items and wages, hours, and working conditions that require amendment or clarification.
2. The assignment will be filled by a Patrol Officer through an open selection process.
3. The City and Association recognize that some school activities occur during evening hours and weekends which will require some limited flexibility in hours of duty.
4. Administration of the total hours for the SRO shall occur generally as occurs for the full time Crime Prevention Officer. To reconcile hours worked between the modified work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2, 5-3 shift, the SRO shall be given 3.0 hours of straight-time compensation time per pay period, which time may be cashed-in at the discretion of the individual or used with the permission of the appropriate supervisor, including for use on holidays occurring during the regular Monday through Friday work week. As an individual moves into or out of this position and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave balances.
5. As the SRO has a distinct shift, the SRO would pick his/her vacation and any extra off days during the school year independent from the other shifts; would not be available for regular patrol assignments during the school year absent special or exigent circumstances, as determined by the Police Chief or his designee (but would be eligible for shifts/overtime outside their regular schedule); and would not be available for trades unless approved by the Police Chief or his designee. During the summer months when

school is not in session, the SRO will be utilized for patrol assignments. During this time period the SRO would be eligible for extra off days consistent with the current extra off day selection process for patrol officers.

6. Miscellaneous:

- A. The SRO remains a Patrol Officer, and the Patrol Officer assigned to this duty will maintain his/her department seniority.
- B. The SRO is paid as a Patrol Officer with no additional or supplemental pay, consistent with all other special duty assignments.
- C. At the end of their assignment as SRO, the Patrol Officer accepting this duty assignment will be allowed to return to the patrol shift held prior to accepting the SRO assignment, ~~except that the individual may write for a change in patrol shift assignment during their term as SRO.~~ As such, ~~the shift vacancy or vacancies created by an assignment to SRO will be posted as a temporary shift assignment.~~
- D. A Patrol Officer does not have a property right to a duty assignment.
- E. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not require adjustment between 8.0 and 8.25 hours.

CC
6.12.25

KA 6/12/2025

For The Union

Jeremy Fadness #82 Date 11/04/14

Union President, Jeremy Fadness

For The City

Rick Oliva Date 11-4-14

Chief Rick Oliva

103 original pages

Memorandum of Understanding
Between
City of Franklin and the Franklin Professional Police Officers Association
Pertaining to Full-Time Crime Prevention Officer Primary Duty Assignment

Whereas certain Patrol Officers in the department currently have a part-time duty assignment as Crime Prevention Officer, and

Whereas the City desires to consolidate and expand some of the duties currently assigned to such individuals in order to improve efficiencies and to prepare the department for the future by enhancing the use of technology tools in communication and information collection and distribution with the public, such that establishing a full-time duty assignment as Crime Prevention Officer, working a Monday through Friday shift, is desirable.

Whereas the City and Association agree that a long-term modification to the work week that deviates from the 5 2, 5-3 schedule requires mutual agreement and amendment of the labor agreement and that establishing a full-time Crime Prevention Officer Primary Duty Assignment is beneficial to the operation of the department.

Now, therefore, the following constitutes the mutual agreement between the City and the Association relative to the establishment of a full-time Crime Prevention Officer Primary Duty Assignment, establishing a work week for this assignment that is primarily Monday through Friday, and addressing associated changes as noted below.

1. The City may, in its sole discretion, establish or discontinue a full-time Crime Prevention Officer primary duty assignment, hereafter referred to as CPO. In the event the City so establishes such a duty assignment, this memorandum provides certain information relative to how the duty assignment will function and addresses the labor agreement items and wages, hours, and working conditions that require amendment or clarification.
2. The assignment will be filled by a Patrol Officer through an open selection process. A Patrol Officer wishing to apply and, thus, the individual selected must have current crime prevention training and experience and must be currently serving as a CPO part time as part of their extra specialized duties.
3. The City and Association recognize that businesses and citizens working with this position will benefit from hours of work that are more representative of traditional business hours, provide for some early evening coverage, and provide for some limited flexibility. As such, a Section 7.03 D. of the labor agreement shall be added to read as follows:

"D. The Patrol Officer with the full-time duty assignment of Crime Prevention Officer shall work Monday through Friday and maintain an eight (8) hour shift normally falling between the hours of 8:00 a.m. and 7:00 p.m., as determined by the Police Chief from time to time after consultation with the Crime Prevention Officer. The Crime Prevention Officer, however, shall have flexible hours subject to the needs of the position and mutual agreement between the employee and his/her supervisor. When flexible hours are used by mutual agreement, the first eight hours worked shall be deemed the employee's scheduled duty hours."

4. Although a duty assignment and not a separate position, administration of the total hours for the CPO shall occur generally as occurred for the School Liaison Officer. To reconcile hours worked between the modified work schedule noted above and the schedule hours of work of a Patrol Officer on a 5-2, 5-3 shift, the CPO shall be given 3.0 hours of straight-time compensation pay time per pay period, which time may be cashed-in at the discretion of the individual or used with the permission of the appropriate supervisor, including for use on holidays occurring during the regular Monday through Friday work week. As an individual moves into or out of this duty assignment and work week schedule, leave balances shall be adjusted to reflect the 8.0 or 8.25 hour duty day schedule, such that the transitions do not result in a net gain or loss in earned leave balances.

5. As the CPO has a distinct shift, as per 3 above, the CPO would pick his/her vacation and off days independent from the other shifts, would not be available for regular patrol assignments absent special or exigent circumstances, as determined by the Police Chief or his designee (but would be eligible for shifts/overtime outside their regular schedule); and would not be available for trades unless approved by the Police Chief or his designee.

6. Miscellaneous:

A. The CPO remains a Patrol Officer, and the Patrol Officer assigned to this duty will maintain his/her department seniority.

B. The CPO is paid as a Patrol Officer with no additional or supplemental pay consistent with all other special duty assignments.

C. The shift change and selection procedures for the CPO do not extend to the part-time Crime Prevention Officer special duty assignments.

D. At the end of their assignment as CPO, the Patrol Officer accepting this duty assignment will be allowed to return to the patrol shift held prior to accepting the CPO assignment, ~~except that the individual may write for a change in patrol shift assignment during their term as CPO.~~ As such, the shift vacancy or vacancies created by an assignment to CPO will be posted as a temporary shift assignment.

E. A Patrol Officer does not have a property right to a duty assignment.

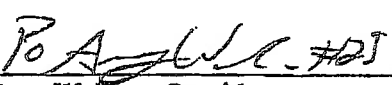
F. For ease of administration, the Sick Leave Incentive Program table at 12.06 shall not require adjustment between 8.0 and 8.25 hours.

For the City

(Per Common Council Authorization)


Richard Oliva, Police Chief Date


For the Union

 #25 6/27/23
Gary Wallace, President Date


Kelly Hersh, Dir. of Admin. Date

 6/27/23
Thomas Friedbacher, Secretary Date


Karen Kastenson, City Clerk Date

 6/30/23
Business Agent, WPPA Date

CITY OF FRANKLIN
Job Description

Job Title: City Attorney

Department: Legal Services

Reports To: Mayor

Salary Level: Grade 13

FLSA Status: Exempt

Prepared By: Kelly Hersh, Director of Administration, and Dana Zahn, Human Resources Manager

Prepared Date: May 2024

Approved By: Common Council

Approved Date: *TBD (May 21, 2024)*

Summary: The City Attorney plays a pivotal role in our city, being responsible for a diverse range of tasks and managing all legal affairs on behalf of the City. This is in strict accordance with Section 62.09(12) of the Wisconsin Statutes and Section 55-2 of the City of Franklin Municipal Code. As legal counsel, the City Attorney advises and represents all municipal officials, officers, and departments. Additionally, the City Attorney will handle prosecuting cases in Municipal Court. Essential duties include drafting and scrutinizing ordinances, resolutions, policies, procedures, and contracts to ensure strict alignment with relevant state, federal, and local regulations. The role prioritizes expertise in municipal law, civil code enforcement, quality of life concerns, land use and development, zoning regulations, labor relations, claims management, debt collection, contract examination, and legislative interpretation.

The City of Franklin is committed to equal employment opportunities and can help ensure a diverse pool of applicants feel welcome to apply.

Essential Duties and Responsibilities

- Provide legal counsel and written opinions to the Mayor, Common Council, Department Heads, and Committees on municipal operations, including compliance with ordinances, statutes, case law, and regulations.
- Draft legal documents, including resolutions, ordinances, contracts, and litigation materials.
- Represents the City in administrative proceedings, including prosecution and defense.
- Evaluates and negotiates third-party claims against the City.
- Administers labor and employment legal matters and enforces health and safety codes.
- Provides legal representation in mediation, arbitration, and court proceedings.
- Offers training on legislation and recommends policy changes for legal compliance.
- Coordinates risk management activities with the Director of Administration.
- Attends meetings to advise on legal implications and responds to stakeholder inquiries.
- Performs other related duties as assigned.

Qualifications

Education, Training, & Experience

- This position requires emotional intelligence, a strong work ethic, accountability, and initiative to perform the duties effectively.
- Doctor of Jurisprudence Degree from an accredited law school.
- An active member of the Wisconsin State Bar Association in good standing.
- At least ten years of experience providing municipal or related legal services for a City or similar government or organization; 3 to 5 years of experience developing and implementing a department budget; experience in handling public sector litigation.
- Previous experience as a City Attorney or Assistant City Attorney in Wisconsin is strongly preferred.
- Direct counsel experience with tax incremental financing and development agreement negotiating and drafting is strongly preferred.
- Strong leadership, communication, and human relations skills are required.

The City of Franklin reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements. It may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Completion of the National Incident Management System's (NIMS) ICS 100, 200, and IS 700 within six (6) months of employment.

Knowledge, Skills & Abilities

- Extensive knowledge of federal laws, State Statutes, local ordinances, and other legal provisions relating to City Attorney functions and the City Council.
- Comprehensive knowledge of legal procedures, public records, and open meetings law.
- Ability to adapt and learn procedures/laws.
- Ability to read, interpret, explain, and make responsible, independent judgments and decisions in accordance with applicable laws, City policies, ordinances, resolutions, and procedures.
- Knowledge and ability to perform general management functions relating to planning, budgeting, and department leadership.
- Knowledge of organizational sensitivity regarding complex relationships with other City departments and external organizations.
- Ability to communicate information clearly and concisely.
- Ability to establish and maintain an effective and comprehensive records management system.
- Ability to operate equipment necessary for City Council meetings.
- Ability to train, educate, mentor, and motivate employees.
- Skill in fostering an environment where staff strives to improve and streamline current practices.
- Ability to adapt to a continually evolving environment, supporting a data-driven and deadline-oriented workplace.
- Ability to set, implement, and achieve departmental goals consistent with the City's Strategic Plan and Goals.
- Ability to work well under pressure, meet deadlines regularly, manage multiple assignments, and shift priorities, responding with a sense of urgency when issues emerge requiring immediate attention.
- Skill in setting priorities and using organization and problem-solving skills, which support and enable sound decision-making.
- Commitment to ongoing professional development and continuous learning.
- High ethical standards.

- Ability to maintain the confidentiality of records.
- Ability to establish and maintain effective working relationships with a diverse population of people with varied academic, cultural, and socio-economic backgrounds using tact, diplomacy, and courtesy, including, but not limited to, supervisors, employees, and the public.
- Demonstrated ability to promote innovation, operational excellence, and continuous improvement.

Certificates, Licenses, Registrations

Valid Driver's License

Physical Demands

Candidates for the position of City Attorney must possess the physical capacity to perform the duties of the position including, but not limited to, frequent sitting, standing, walking; frequent pushing, pulling, lifting, carrying up to 20 lbs.; occasional lifting up to 50 lbs.; occasional entering and exiting of a personal vehicle; continuous arching of neck; ability to occasionally bend, kneel, twist, stoop, squat, reach, push, pull, climb, etc.; occasional driving in variable and unfavorable weather conditions; ability to continuously focus for long periods on projects or while working on computers.

Work Environment

While performing the duties of this job, the employee is typically in an office building environment. The employee may be required to travel to any of the City of Franklin municipal buildings and is thus periodically exposed to outside weather conditions. 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 statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

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

APPROVAL	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE July 15, 2025
REPORTS & RECOMMENDATIONS	Motion to Authorize the Director of Finance and Treasurer to increase the Account Clerk from .75 FTE to 1.0 FTE, effective August 1, 2025	ITEM NUMBER

BACKGROUND

Effective June 27, 2025, our Deputy Treasurer, Rosanne Zimmerman retired after 21 plus years with the City. She served as the City's Deputy Treasurer her entire career at the City of Franklin. She began in 2004 as a part-time Deputy Treasurer. Rosanne was a key contributor to our treasury operations and we are grateful for her dedicated service.

The Treasury Office is difficult to staff for. During ten months of the year normal staffing is required. The remaining two months, significantly more staffing is needed to process the activity level during tax preparation and collection. Currently, the Treasury Department has 2 part-time employees working roughly 11-12 hours a week, with the 3rd employee working 3/4 time throughout the year at different hours/capacities to ensure coverage within the department. Since 2019, the Finance/Treasury Department has operated with 6.73 FTE. As the City of Franklin has continued to grow, the Finance Department has decreased FTE's. In 2023, the Finance Department lost a half time employee, which put increased pressure on staff.

With the above retirement, further consideration of both the Finance and Treasury Departments have been evaluated. As part of an ongoing effort to improve efficiency, streamline operations, and better align our resources, the Director of Finance and Treasurer is addressing an overall restructuring process of both the Finance and Treasury Departments. At this time, there is no final plan in place, however, some very thoughtful recommendations have been made and are being worked through. During this time, an interim Deputy Treasurer was selected to fulfill the previous duties of the retired Deputy Treasurer. This current position is staffed by one individual who has already been working in the Finance Department. She will be taking on additional duties beyond her delegated role to learn the new position. Due to this change, the account clerk has acknowledged interest in performing some of the duties to alleviate the Deputy Treasurer from being overburdened.

The Account Clerk has over 24 years of experience and knowledge in the Finance Department, along with previously performing all of the duties that the interim Deputy Treasurer is tasked with. Expanding this position from 30 hours a week to a full-time position would be extremely beneficial to the restructuring program and provide flexibility to the other finance staff. Restructuring the two departments may bring added duties to some positions, including the account clerk. Increasing the FTE at this time will provide a change to align the demands after the final outcome.

Looking ahead, this transition is going to take time and patience. However, this does provide an opportunity to review and strengthen our treasury and finance department structure. This will be a permanent decision moving forward. In 2023, the Finance Department reduced employment by merging 1 full-time position and one part-time position. Streamlining processes helped the transition, but having an extra .25 FTE back in the department will allow for growth along with strengthening the restructuring process.

FISCAL IMPACT

Financial analysis was done. If this change was to go into effect on August 1, 2025, there would be an impact to the Finance department personnel budget of \$7,900. Due to having a retirement in the department, this increase would keep the personnel services accounts within budget and not require an amendment.

COMMON COUNCIL ACTION REQUESTED

The Director of Finance and Treasurer requests a motion to approve the increase of the Account Clerk from .75 FTE to 1.0 FTE, effective August 1, 2025.

Finance Dept - DB

Staffing Report Data as of July 10th, 2025

Open Positions				
Number of Positions	Title	Date of Vacancy	Reason for Vacancy	Status
1	Maintenance Superintendent	6/16/2025	Promotion	Our Building Maintenance Superintendent, Joe Wilson, moved out of State due to his wife's job. Joe Chitko was promoted to that position leaving an opening for a Light Equipment Operator.
1	Sewer & Water Technician	10/1/2024 & 2/28/2025	Retirement & Resignation	The S&W Superintendent retired. Glen Beardsley was promoted to Superintendent, Joel Hittman was promoted to Operator II. We have one new hire scheduled to start on 7/21 and continue to look for 1 additional employee.
2	Police Officer	7/9/2025 + new position 8/1	1 Resignation + add'l School Resource Officer	We have hired 3 new officers that will be starting on 7/25 and attending the Academy starting in August. That leaves one additional opening now plus a new School Resource Officer position in August. (1 new police officer was one of our Dispatchers so it leaves us an additional Dispatcher opening.)
1	Engineering Tech IV	7/11/2025	Retirement	We are accepting applications but have not interviewed any candidates to date.
1	Police Administrative Assistant	8/13/2025	Retirement	Maureen Schick has announced that she will retire in August. We have interviewed and offered the position to Ashley Nabbefeld who will transfer over from Dispatch.
1	Chief Electrical Inspector	6/24/2025	Retirement	Steve Froemming retired after 25 years service. We have been taking applications and have talked to a couple candidates.
1	Dispatcher	4/1/2025	Retirement	We have accepted applications, did the testing, and have interviewed applicants. We have 3 people that we are starting background checks on.