

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/17/2018
REPORTS & RECOMMENDATIONS	Annual Market Adjustment and Market Adjustment to Wage & Salary Rates for Non-Represented Employees	ITEM NUMBER <i>G, 25.</i>

Please see the attached memo from the Director of Administration relative to information about and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees, as is reviewed each year at this time.

This item is being considered by the Personnel Committee at their July 16, 2018 meeting. The Director of Administration will apprise the Council at their meeting of July 17th on the action taken by the Personnel Committee on this item.

COUNCIL ACTION REQUESTED

Motion to approve a 2018 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 2.0%, effective with the start of the pay period with a pay date of July 20, 2018.



MEMORANDUM

Date: July 12, 2018

To: Personnel Committee

From: Mark W. Luberd
Director of Administration

RE: Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for Non-Represented Employees

The purpose of this memo is to provide information relative to and a recommendation related to a proposed Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees.

As a refresher course, Franklin's new Classification and Compensation Plan identified the following three potential annual adjustments to employee wage rates:

1. Market Adjustment to Wage and Salary Rates: The Annual Market Adjustment creates a change to the overall pay plan structure. Individual wage rates then need to be adjusted at a rate equal to the Annual Market Adjustment in order to allow each employee to maintain their position in the market. This action does not advance them within their range.

2. Progress-to-Market-Rate Adjustments: Identifies the portion of a merit increase that an employee is eligible for annually, unless otherwise directed by the Common Council, based upon where they are in their applicable Salary Range.

[Note: This is conceptually similar to a step increase in some plans. Franklin's are graduated, as follows, depending upon where you are in the range:

30% or lower through the range = 2.25%,

Below the Midpoint of the range but greater than 30% = 1.5%, and

Below the Market Rate (65% through the range) but greater than the midpoint = .75%]

3. Merit Performance Increases: Prior to implementation of an improved performance evaluation system, the remaining pool of funding for wage adjustments would be allocated on an across-the-board basis to all employees who receive at least a "Satisfactory" in the current system. After implementation of an improved performance evaluation system, the remaining pool of funding would be allocated based upon the performance evaluation results, with those individuals performing better receiving larger increases.

Following is some information relative to 2016, 2017, and 2018 non-represented wage increases for the comparable communities in the Classification and Compensation study.

Comparable Community Wage Adjustments

Municipality	2016 % lift	2017 % lift	2018 % lift	3- Year Combined	2018 Comment
Mt. Pleasant	2.00%	2.00%	3.02%	7.18%	Split: 1.5% in both Jan/Jul
Fond du Lac	3.00%	2.00%	2.00%	7.16%	
North Shore Fire	2.25%	2.01%	2.01%	6.40%	Split: 1% in Jan/Jul
Menomonee Falls	2.00%	2.00%	2.00%	6.12%	
Fitchburg	2.00%	2.00%	2.00%	6.12%	
Greenfield	2.00%	2.00%	2.00%	6.12%	
Mequon	1.75%	1.50%	1.75%	5.08%	
West Bend	1.00%	2.00%	2.00%	5.08%	
New Berlin	1.00%	1.50%	2.30%	4.87%	
Sun Prairie	1.50%	1.50%	1.50%	4.57%	
Brookfield	1.25%	1.25%	2.00%	4.57%	
Muskego	0.00%	1.00%	2.50%	3.53%	1% to scales and ATB, but 95% also got a 1.5% merit, even those maxed out were paid it in lump sum.
Oak Creek	1.25%	0.70%	1.50%	3.49%	
Wauwatosa	1.00%	1.00%	1.40%	3.44%	
Caledonia	N/A	2.00%	2.00%	N/A	2017,2018,2019: Salary structure still being worked on. However, they are budgeting and paying an average of 2% each year, based on merit increases of 0-3%.
		Average	2.00%	5.27%	The Average 3-Year Combined lift excludes Caledonia.
Franklin	2.00%	1.50%	2.00%	5.60%	

The memo on this topic last year had more numbers and analysis than is probably necessary this year because there is a fairly obvious conclusion: 8 of the 15 comparable communities implemented a 2% across-the-board increase. Three exceeded 2%, and 4 were lower. The average increase was also right at 2.0%.

Over the three-year period, 6 have a combined lift exceeding 6% while 7 are at about 5% or lower. Last year it was recommended and adopted to target a position between these two tiers of communities. Setting the Annual Market Adjustment and Market Adjustment to Wage and Salary Rates for non-represented employees at the 2% level – as was anticipated in the 2018 Adopted Budget – achieves exactly that position (the midpoint between 5.08% and 6.12% is 5.6%). **It is therefore recommended that the Market Adjustment to Wage and Salary Rates be implemented with the start of the pay period with a pay date of July 20, 2018, which is the first payroll occurring entirely on or after July 1st.**

A copy of the 2017 pay plan wage and salary schedule is attached for your convenience. It is this table that would be adjusted by the 2%.

It is important to note that the resolution adopting the current pay plan stipulates that “if the Director of Administration determines wage compression exists between any supervisory and subordinate positions as a result of differences between the change over time in non-represented and represented (union) wage increases, the Director shall bring such issue to the Personnel Committee for review and consideration.” Therefore, it is worth noting that both the Fire and Police labor contracts provided a 2% increase effective 1/1/2018, but also provided a 0.5% increase on 7/1/2018. The 2018 budget, however, did not anticipate or provide added appropriations to match that increase for Command staff, nor does the pay plan anticipate regularly treating Police and Fire Command staff differently than the other non-represented employees. In 2017 there were sufficient appropriations to match the half-percent difference, so not doing it again in 2018 does not put a great strain on the compression issue. Although it should be monitored closely and care needs to be taken to not fall further behind, I recommend allowing the upcoming labor negotiations to be completed prior to addressing this issue at this time.

It is also worth noting that many of the comparable communities have a step and grade system that works effectively like Franklin’s Progress-to-Market-Rate adjustments. All of those communities implemented their step increases for 2018. Franklin’s 2018 Adopted Budget funded the Progress-to-Market-Rate adjustments and, therefore, as set forth within the adopted policy for the pay plan, individual Progress-to-Market-Rate Adjustments will be applied for those individuals qualifying based upon being below the market rate for their respective positions, unless otherwise directed by Council. These would be implemented on the same date as the Market Adjustment to Wage and Salary Rates.

Lastly, as set forth within the adopted policy for the pay plan, all wage increases are subject to the employee receiving a performance review grade of at least “Standard” or better.

PROPOSED MOTION: Move to recommend a 2018 Annual Market Adjustment to the Pay Ranges of the Compensation Plan and a Market Adjustment to Wage and Salary Rates for non-represented employees of 2.0%, effective with the start of the pay period with a pay date of July 20, 2018.

2017 Salary Ranges
(effective on July 21st payroll)

Position Title	Grade	JFA Total	Minimum Pay	Market Rate	Maximum Pay
Executive and Management					
Director of Administration	14	810	\$92,603	\$113,670	\$125,013
Fire Chief	(790 pts and above)	795			
Police Chief		795			
Assistant Fire Chief	13	770	\$86,142	\$105,740	\$116,293
City Engineer/DPW Director	(750 to 785 pts)	755			
Police Inspector		755			
Battalion Chief	12	730	\$80,132	\$98,363	\$108,179
Captain of Police	(710 to 745 pts)	730			
Director of Finance and Treasurer		725			
Director of Clerk Services	11	705	\$74,542	\$91,500	\$100,631
Director of Health and Human Services	(670 to 705 pts)	680			
Library Director		680			
Information Services Director		680			
Economic Development Director		670			
Supervisory and Advanced Technical					
Building Inspector	10	665	\$69,452	\$84,124	\$92,024
Sewer & Water Superintendent	(615 to 665 pts)	665			
Assistant City Engineer		635			
Planning Manager		630			
Department of Public Works Superintendent		615			
Emergency Services Communication Supervisor	9	585	\$64,607	\$78,255	\$85,604
Police Sergeant	(560 to 610 pts)	570	\$77,391	\$82,729	\$85,604
Principal Planner		570			
Public Health Nurse Supervisor		565			
Project Engineer		560			
Electrical Inspector	8	550	\$60,099	\$72,795	\$79,631
Plumbing Inspector	(505 to 555 pts)	550			
First Assistant Building Inspector		545			
Adult Services Librarian/Assistant Director		540			
Human Resources Coordinator		520			
Assistant Superintendent of Public Works		510			
Accounting Supervisor		505			
Engineering Tech IV		505			
Deputy Treasurer	7	485	\$55,906	\$67,717	\$74,076
Assistant Building Inspector	(450 to 500 pts)	470			
Building Maintenance Superintendent		460			
Sanitarian		460			
Engineering Tech III		455			
Library Circulation Supervisor		455			
Mechanic I		455			
Associate Planner		455			
Public Health Nurse		455			

2017 Salary Ranges
(effective on July 21st payroll)

Administrative and Technical					
Residential Bulding Inspector	6	445	\$50,847	\$60,763	\$66,102
Sewer & Water Operator II	(415 to 445 pts)	440			
Court Administrative Assistant		435			
Deputy City Clerk		420			
Reference Librarian		420			
Youth Reference/Young Adult Librarian		420			
Community Drug Free Coalition Coordinator		420			
Engineering Tech II		415			
Dispatcher					
Dispatcher	5	410	\$47,301	\$56,525	\$61,491
Heavy Equipment Operator	(380 to 410 pts)	410			
Community Fire Prevention Specialist		400			
Sewer & Water Operator I		395			
Inspection Permit Clerk		395			
Assistant Mechanic		390			
Accountant		385			
Light Equipment Operator					
Light Equipment Operator	4	375	\$44,000	\$52,580	\$57,200
Confidential Police Administrative Assistant	(345 to 375 pts)	370			
Confidential Fire Administrative Assistant		370			
Deputy Court Administrative Assistant		370			
Sewer & Water Technician		370			
Administrative/Project Assistant		365			
Program and Outreach Coordinator		365			
Assistant Planner		355			
Clerical and Support Staff					
Administrative Assistant (DPW)	3	335	\$38,884	\$46,466	\$50,549
Administrative Assistant (Engineering)	(310 to 340 pts)	335			
Administrative Clerk (Clerks)		335			
Municipal Court Clerk		325			
Assessor Clerk		325			
Account Clerk		315			
Administrative Clerk (Health)		315			
Maintenance Custodian		315			
Secretary (Building)					
Secretary (Building)	2	305	\$36,172	\$43,225	\$47,022
Library Assistant	(275 to 305 pts)	300			
Secretary (Planning)		300			
Finance Clerk		290			
Secretary (Clerk)		290			
Lead Cashier		285			
Clerk Typist		275			
Cashier/Clerk					
Cashier/Clerk	1	270	\$33,647	\$40,208	\$43,741
Library Administrative Aide	(240 to 270 pts)	270			
Custodian		235			
Police Utility Clerk		235			

<p style="text-align: center;">APPROVAL</p> 	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/17/2018</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">Authority to Contract with Quorum Architects, Inc. and Continuum Architects + Planners S.C., for Preliminary Architectural Designs for the City Hall Remodel Project for a Combined Cost Not-to-Exceed \$24,000, Including all Reimbursables</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G, 26,</i></p>

The purpose of this Council Action Sheet is to address the hiring of an architect(s) for preliminary design work for a renovated façade to City Hall.

Project Background: The 2018 budget has \$1,775,000 for important infrastructure repairs to City Hall and some more limited remodeling of the City Hall façade. Following are the three primary components of the project.

1. HVAC Replacement and Upgrade. The Common Council previously approved a contract for an Engineer to perform a preliminary design on major upgrades to the HVAC system. That project identified a cost between \$580,000 and \$640,000 with around \$30,000 in additional engineering design services. The contract for the final construction design services has already been authorized.
2. Replacement of the City Hall Roof is estimated at \$300,000 plus about \$21,000 for design. The Roof project originally anticipated about \$100,000 to replace/resurface the brown-board cladding that surrounds the top-third of the exterior walls of the building.
3. This leaves about \$700,000, including final design, to renovate the entrance façade along Loomis Road and address the cladding around the full structure. An additional \$22,000 is then available to do preliminary design concepts as part of the initial step in the façade project.

The remaining amount addresses \$5,000 already approved to remove stairway wallpaper, some added construction management fees, and between \$54,000 and \$114,000 in contingency due to the range of cost in the HVAC project. If contingency remains unused, it would then be used to address security issues (such as cameras or electronic door locks) or additional HVAC work related to a controller not currently being addressed as part of this project.

Preliminary Concept Design and Architect Recommendations: On two separate occasions, the Common Council has indicated staff should select the architect firm for preliminary design. Most recently, staff indicated that the selection would be brought to the Common Council for contracting authority. This Council Action Sheet will request that authority or further guidance.

Four Architect firms were solicited to provide a cost for preliminary schematics or design concepts. One firm previously did work for the City, the others came recommended from the roofing and HVAC consultants already being used by the City. The firms are Quorum Architects, Inc., Boer Architects, Inc., Kehoe-Henry & Associates, Inc., and Continuum Architects + Planners S.C. The Director of Administration met with each firm. They were to provide pricing, some contract/project parameters, and examples of their work. The primary component of the scope was to prepare three concept drawings: two with an estimated project cost of between \$550,00 and \$600,000 and one design between \$800,000 and \$1,000,000. Subsequent project budget work this week has revealed that the City can likely increase the base project to \$650,000 to \$700,000,

including the cladding, and \$900,000 to \$1,100,000. The Director of Administration does not anticipate a problem adjusting these numbers upward slightly as indicated.

Based upon cost, review of work product (focusing on similar work), and on the nature of the discussion, interpersonal skills, and apparent interest in the job, the Director of Administration (DOA) ranks the proposals as follows:

1. Quorum Architects: Proposed to charge on an hourly basis with a not-to-exceed cost of \$8,800, which includes \$1,000 for a subcontract to assist in costing the project designs. They provided two strong examples of similar remodeling projects, including the best example (attached). It is noteworthy that the City had a good experience with them during their work on the Historic Village handicapped access project a few years back.
2. Continuum Architects + Planners S.C.: Proposed fixed fees of \$12,000 which included \$2,000 for cost estimating. They provided the best overall design example, although it wasn't a remodel, and another strong remodel example. Their examples of larger projects showed a lot of creativity. Importantly, their representative, Mike Soto, showed the most motivation and overall interest in the project, which the DOA believes is important in a smaller project. The motivation may stem from the fact that Mr. Soto is a Franklin resident and serves on the Economic Development Commission, but for whatever reason, the interest in developing a strong project was very evident. (It is important to note that the City Attorney has confirmed that since the EDC has no decision-making role in this project, no conflict of interest exists. Additionally, the DOA confirms that Mr. Soto and Continuum were not given added consideration due to his role on the EDC.)
3. Boer Architects, Inc.: Although they had one very strong example of a façade remodel for a smaller project, their fixed fee of \$14,000 pushed them slightly out of bounds in the context of the prior two firms.
4. Kehoe-Henry and Associates, Inc.: Their proposal was the most thorough, but that added a lot more intensive labor and involvement that pushed up the price. For example, the concept stage was separated into two phases with not-to-exceed costs of \$16,500 and \$20,000. As such, price was the excluding factor.

Recommendations:

1. **The DOA recommends contracting with BOTH Quorum and Continuum for preliminary design concepts.** The proposed costs of the first two firms, in particular, were very reasonable. The total costs for both, including standard reimbursables, will likely be less than \$22,500. As a portion of the total project budget, that is just 1.25%. Compared to just a \$700,000 façade project, it is only 3.2% of the project cost. Adding the second firm will cost between \$12,000 and \$13,000 extra. Given that the City has one shot at the exterior renovation project, it makes sense to invest in getting the best idea we can. Engaging two firms, at these rates, increases the opportunity for the project to be the most creative and successful given our limited resources.
2. **The DOA recommends having each give two concepts within the City's budget parameter and one about \$350,000 (50%) above our budget.** Context is a very valuable piece of information in the decision-making process. Given the low cost of borrowing, the dramatic infrequency with which such projects are considered, and that overall nearly 2 million is being invested, it makes sense to ensure that we don't "settle" for something without considering the potential. The remodel project is not funded enough to be a huge, dramatic project; so we should put it in context so as to limit the risk of buyer's remorse. This is the same strategy used by real estate agents when they show you a house or two that is outside of your stated price range. Additionally, creativity can be a hit or miss endeavor.

We should, therefore, consider increasing our chances of finding a creative result that everyone can get behind. To that end, having two firms essentially competing for the full project may help push them to find their best ideas for the City of Franklin City Hall. As such, the DOA recommends the City consider engaging both firms given the very limited added cost.

3. **Contracting.** To get the project moving, the recommended motion below is structured to authorize the DOA to prepare and execute the contracts subject to oversight/review by the City Attorney. In this manner, the contract will be executed more quickly and the preliminary design work can begin more quickly. If this is unacceptable to the Common Council, the second motion should be approved and both contracts will be brought back to the Common Council in final form in three more weeks at their August 7th meeting. The final contracts will also secure some terms in advance in the event their preliminary design is selected, such as a cap on the percentage cost for final design services. Additionally and for example, fine tuning of the scope language to ensure mutual agreement, consideration of the City Attorney's boiler plate language, and a review of the AIA Standard Form contract documents will occur.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration, subject to oversight/review by the City Attorney, to finalize, prepare, and execute contracts for preliminary architectural designs or concepts for the City Hall Remodel project with Quorum Architects, Inc. and Continuum Architects + Planners S.C., with costs in accordance with their proposals, for a combined cost not-to-exceed \$24,000, including all reimbursables.

OR

Motion to direct staff to finalize proposed contracts for Quorum Architects, Inc. and Continuum Architects + Planners S.C. and return them to a future meeting for consideration.

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MSDA School - Proposed



MSDA School - Existing





Quorum Architects, Inc.

Fisher Barton - Rendering



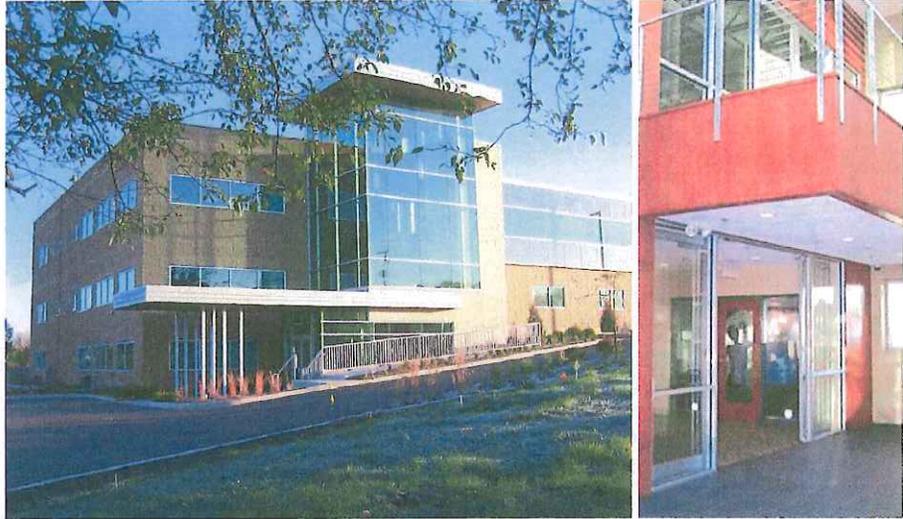
Quorum Architects, Inc.

Fisher Barton - Before



Ryan Road Medical
Office Building

Oak Creek, WI



SUMMARY

Three-story entrance addition
and renovation of two
doctors' suites

SIZE

3-story vertical expansion,
3,000 sf dentist office

COMPLETION

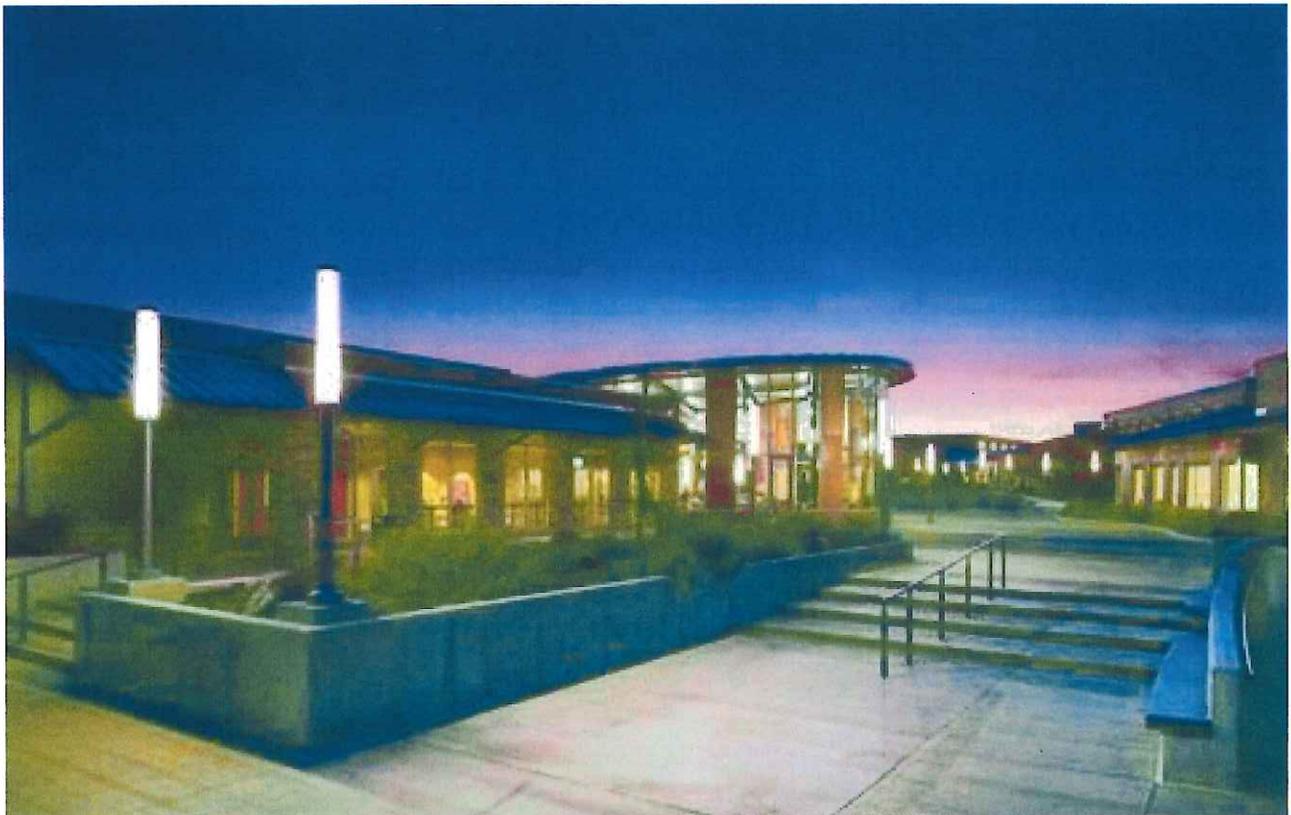
2005

OWNER

Siegel-Gallagher



continym
ARCHITECTS + PLANNERS



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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 07/17/18
REPORTS & RECOMMENDATIONS	POTENTIAL ACQUISITION OF PROPERTY FOR PUBLIC PARK PURPOSES IN THE CITY PURSUANT TO THE MAY 1, 2018 COMMON COUNCIL ACTION UPON THE PARKS COMMISSION RECOMMENDATION TO MOVE FORWARD WITH PARK LAND ACQUISITION NECESSARY STEPS (AND WHICH COMMON COUNCIL ACTION ALSO CHANGED THE STATUS OF THE NEIGHBORHOOD PARK LAND ACQUISITION PROJECT IN THE 2018 CAPITAL IMPROVEMENT FUND TO AN “APPROVED PROJECT”).	<i>G. 27.</i>

At the July 9, 2018, meeting of the Park Commission, the following action was approved: move to recommend to the Common Council the purchase of two parcels of land for Neighborhood Park purposes, as discussed in closed session, based on the priorities established by the commission, and a minimum land purchase of 18 acres.

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

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to consider the potential acquisition of properties to be used for public park purposes in the City pursuant to the May 1, 2018 Common Council action upon the Parks Commission recommendation to move forward with park land acquisition necessary steps (and which Common Council action also changed the status of the Neighborhood Park Land Acquisition project in the 2018 Capital Improvement Fund to an “approved project”), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Or,

Action on the above item as the Common Council deems appropriate

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<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i> </p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">7/17/2018</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">The Common Council may enter closed session pursuant to §19.85(1)(e), Stats., for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider a Clinic Agreement with Aurora Health Care, Inc. for participation in a dedicated clinic arrangement opportunity exclusively for Franklin Business Park Consortium members, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.28.</i></p>

The Franklin Business Park Association is a consortium of businesses located in the Franklin Business Park that have joined forces to attempt to address issues of mutual concern, such as various workforce development issues. One item they are working to address is to put in place a near-site clinic that could be made available to employees and/or dependents. The intent of the project is to attempt to provide a low-cost clinic with convenient access to the employees of the businesses of the consortium. Such on-site or near-site clinics are a moderately common strategy being employed to help reign in health care costs.

The City of Franklin has been asked to participate in the clinic, since our Sewer and Water Utility Building is located in the Business Park. The City's Economic Development Director has historically participated in their meetings, but not yet as a member, while the Director of Administration has been engaged with them on the issue of the near-site clinic since early on in their process.

After much effort and multiple strategies, the Consortium is at the point of partnering with Aurora to implement a near-site clinic at the Aurora Franklin East Clinic at 4202 W. Oakwood Park Court, at the northeast edge of the Business Park (near Culvers). It would be a dedicated clinic within the Aurora building serving only consortium members. It would initially be open 40 hours per week and staffed with a nurse practitioner or physician assistant. The attached draft contract provides some further explanation as to the extent of the services offered at the facility. Each consortium member that participates will enter into an agreement with Aurora that gives them access to the consortium's clinic. The contract to participate is still under negotiation.

The Director of Administration requests to go into closed session related to discussing the negotiation of the terms under which the City of Franklin might choose to enter into such a contract to participate in the near-site clinic.

It is worth noting that participation is limited to members of the Franklin Business Park Consortium and that the City has not yet actually joined as a member. Aaron Hertzberg had participated from a business engagement perspective and Calli Berg has continued in that role. Given that the City does have a business unit housed and operating in the Business Park, becoming a member, whether or not the City elects to participate in the clinic, is a reasonable consideration. A one-time membership fee of \$1,000 is currently all that is required, although the Consortium is considering implementing a smaller annual fee. Unless otherwise directed by the Council, the Economic Development Director will use available appropriations from within the Economic Development budget to join the consortium.

COUNCIL ACTION REQUESTED

The Common Council may enter closed session pursuant to §19.85(1)(e), Stats., for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider a Clinic Agreement with Aurora Health Care, Inc. for participation in a dedicated clinic arrangement opportunity exclusively for Franklin Business Park Consortium members, and may reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

DEDICATED CLINIC AGREEMENT

DRAFT

THIS DEDICATED CLINIC AGREEMENT (the "Agreement") is made and entered into as of the 1st day of October, 2018 ("Effective Date"), by and between _____ ("Company") and **AURORA HEALTH CARE, INC.**, a Wisconsin corporation, on behalf of itself and its subsidiaries and affiliates (hereinafter referred to as "Aurora"). This dedicated clinic arrangement opportunity is exclusively for Franklin Business Park Consortium (FBPC) members.

RECITALS

WHEREAS, Aurora operates a health care clinic located at 4202 W Oakwood Park Court, Franklin, WI 53172 (the "Clinic") at which Aurora provides _____.

WHEREAS, Company desires to obtain access to the Clinic for [option 1: all its employees] [option 2: all its employees on Company's health plan][option 3: all its employees and their dependents] [option 4: all its employees and their dependents who are on Company's health plan] [option 5: chose option 1-4 above and include temporary employees] [option 6: for temporary employees only] ("Patients") as set forth herein;

WHEREAS, Aurora desires to support Company in its provision of services for common health concerns to the Patients.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the adequacy and receipt of which are acknowledged, Aurora and Company agree to the following:

I. AURORA OBLIGATIONS

A. Clinic Times and Health Services.

1. **Patient Services.** Aurora shall provide one (1) nurse practitioner or physician assistant ("Staff") to provide Patient Services (defined below) at the Clinic forty (40) hours per week, with a daily schedule to be set by Aurora. "Patient Services" shall include:
 - a. Acute care treatment such as sore throats, sinus, ear, rash, cough, minor sprains and strains that are not work related.
 - b. Chronic condition support of management with their primary care provider such as high blood pressure, asthma, thyroid disease. Company acknowledges that the intent of the Clinic is not to replace Patients' primary care provider but rather to work together with the primary care providers to manage such chronic conditions.

- c. Sport and camp physicals.
- d. Point of care labs such as rapid strep and urine dip included but if need to send for culture the culture is billed to their primary insurance.

The Patient Services and times of the Clinic are subject to change upon the mutual agreement of the parties.

- 2. Point of Care Lab Tests. Point of Care Lab Tests such as rapid strep and urine dip are included in the Patient Services. Any other lab tests would be billed to the Patient's health insurance with applicable responsibilities for all co-pays and deductibles.
- 3. Adult Vaccines. Adult Vaccines shall be billed to the Patient's health insurance with applicable responsibilities for all co-pays and deductibles.
- 4. Age Restriction. All patient visits are for Patients two (2) years of age and older.
- 5. Supplies. Aurora shall provide all medical supplies necessary to perform the Patient Services (the "Supplies").
- 6. Shared Clinic Access. Company acknowledges that access to the Clinic will be shared by all participating employers who have contracted with Aurora and share in the cost of the Clinic. Aurora agrees to ensure Patients have convenient and reasonable access to the Clinic through the use of appointments and adequate Aurora staffing.

B. General Obligations.

- 1. Proper disposal of all hazardous waste generated by Aurora at the Clinic(s) shall be the sole responsibility of Aurora. Aurora shall arrange with an approved, certified waste disposal agency to dispose of all such hazardous waste in a manner consistent with all federal, state and local laws.
- 2. Aurora shall perform background screenings on all Staff pursuant to the caregiver background check requirements of Wisconsin Statutes Section 50.065 or any successor statute thereto.

II. PATIENT CLINIC ACCESS FEE

- A. Clinic Access Fee. Aurora shall collect a clinic access fee of [\$] (the "Clinic Access Fee") to Patients for each visit to the Clinic if Company desires. The amount of the Clinic Access Fee may be determined by Company.
- B. Offset of Clinic Access Fee from Total Compensation. Clinic Access Fees collected shall be deposited into an account at Aurora. The total Clinic Access Fees accumulated each month will be subtracted from the monthly invoice of Company's Total Yearly Cost (defined in Section V below).

III. QUARTERLY UTILIZATION REPORTS

Aurora shall provide to Company a quarterly utilization report of Patient use of the Clinic. Such reports shall be delivered by the end of the following month.

IV. AUTHORIZATIONS

Company shall obtain from Patients written authorization for Aurora to disclose to Company any Patient-specific information requested by Company.

V. COMPENSATION

- A. Company agrees that Company shall compensate Aurora for the access to the Clinic as according to the following process:
 - 1. Prior to January 1 of each calendar year, Aurora shall calculate the total cost of operating the Clinic, including the cost of the Staff , non-clinical support staff, and Supplies (the "Total Clinic Cost"). For the Initial Term (defined below), Aurora will calculate the cost of Staff at \$95 per hour. Thereafter, the hourly cost of the Staff may increase each year by no more than seven percent (7%).
 - 2. Aurora shall then take the Total Clinic Cost and divide it by the total number of individuals contracted to have access to the Clinic (the "Per User Fee"). This shall include Company's Patients as well as individuals from other employers who have shared access to the Clinic.
 - 3. Aurora shall then multiply the Per User Fee by the total number of Patients Company wishes to provide access to the Clinic ("Company's Yearly Cost").
- B. Aurora shall invoice Company monthly for 1/12th of Company's Yearly Cost. Company shall pay such invoices within thirty (30) days of receipt.
- C. If Company contracts for Clinic access mid-year, then Company's Yearly Cost shall be pro-rated accordingly.

VI. TERM OF AGREEMENT

This Agreement shall commence on the Effective Date and continue for three (3) years (“Initial Term”). This Agreement shall automatically renew for successive one (1) year terms (“Extended Terms”) unless either party provides the other party with written notice of its election not to renew this Agreement no later than sixty (60) days prior to the expiration of the Initial Term or any Extended Term. As used throughout this Agreement, the word “Term” shall include the “Initial Term” and any “Extended Term(s).” Either party may terminate this Agreement upon sixty (60) days written notice to the other party, provided that if Company terminates during the Initial Term or any Extended Term Company shall be responsible for paying all amounts due for the remaining calendar year.

VII. INSURANCE

A. Throughout the Term, Aurora will carry the following insurance:

Worker’s Compensation and Employers Liability

Workers Compensation	Statutory Limits
Employer’s Liability	\$100,000 each accident
Bodily Injury by Accident	\$500,000 each employee
Bodily Injury by Disease	\$1,000,000 policy limit

Commercial General Liability

Bodily Injury/Property Damage	\$1,000,000 per occurrence \$2,000,000 general aggregate
Personal/Advertising Injury	\$1,000,000 per occurrence
Fire Damage Legal Liability	\$50,000

Professional Liability

Including Medical Malpractice	\$1,000,000 each incident \$3,000,000 aggregate
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B. Throughout the Term, Company will carry the following insurance:

Commercial General Liability

Bodily Injury/Property Damage	\$1,000,000 per occurrence \$2,000,000 general aggregate
Personal/Advertising Injury	\$1,000,000 per occurrence
Fire Damage Legal Liability	\$50,000

VIII. PATIENTS' HEALTH INFORMATION AND RECORDS

Patients' health information created from the provision of Patient Services shall be and remain the sole property of Aurora. Aurora may disclose a Patient's health information to Company only pursuant to prior written and valid authorization from such Patient or as permitted or required by law. Aurora shall create, use, disclose and maintain Patients' health information in compliance with federal and Wisconsin law applicable to Aurora.

IX. MISCELLANEOUS

- A. Amendment; Authority; Assignment. This Agreement may be amended only upon the written agreement of Company and Aurora. The individual or officer signing this Agreement certifies by his/her signature that he/she is authorized to sign this Agreement on behalf of Aurora or Company, as applicable. Neither party shall assign its obligations hereunder without the prior written consent of the other.
- B. Independent Contractors. Both parties acknowledge and agree that they are at all times acting as independent contractors under this Agreement and, except as specifically provided herein, not as an agent, employee, or partner of each other. The parties do not have any authority to enter into any contract or incur any other obligation on behalf or in the name of the other party. Each party shall be solely responsible for all of its own expenses. Each party shall be solely responsible for the acts and omissions of its employees, agents and subcontractors.
- C. Severability. If any provisions of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, that provision shall be deemed deleted from this Agreement without impairing or prejudicing the validity, legality and enforceability of the remaining provisions hereof.
- D. Entire Agreement. This Agreement sets forth the entire understanding of the parties. No understanding, obligation, representation or agreement not set forth herein shall have any force or effect.
- E. Non-Waiver. A failure of any party to enforce at any time any term, provision or condition of this Agreement, or to exercise any right or option herein, shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right or option herein; in no way whatsoever shall a waiver of any term, provision or condition of this Agreement be valid unless in writing, signed by the waiving party, and only to the extent set forth in such writing.
- F. Agreement Drafted by All Parties. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

- G. Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery, recognized overnight delivery service, or registered or certified mail as follows:

To Aurora:

Aurora Health Care, Inc.
750 West Virginia Street
Milwaukee, WI 53204
Attn: General Counsel

To Company:

COMPANY NAME
ADDRESS
CITY, WI

- H. Force Majeure. Whenever a period of time is provided in this Agreement for a party to do or perform any act or thing, such party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulations or control or other causes beyond the reasonable control of such party and in any such event such time period shall be extended for the amount of time the party is so delayed.
- I. Compliance with Laws. Each party hereto warrants that it will adhere to and comply with all applicable federal, state and local laws.
- J. Survival. Article VI (Patients' Health Information and Records) and Section VII(K) (Applicable Law and Venue) shall survive the termination or expiration of this Agreement.
- K. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin (without regard to principles of conflicts of laws). The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and the party elects to file an action in federal court) courts located in Milwaukee County, Wisconsin. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this Section (Applicable Law and Venue). Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this Section (Applicable Law and Venue). Each party agrees to waive a jury trial in any action hereunder.
- L. Counterparts. This Agreement and amendments thereto may be executed in counterparts, each of which shall be deemed an original, but together shall constitute one and the same instrument. Facsimile and scanned copies shall be deemed to be as valid as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

AURORA HEALTH CARE, INC.

[COMPANY]

By _____

By _____

Title _____

Title _____

Date _____

Date _____

We help people live well

Aurora Employer Clinic
Franklin Business Park



Aurora at a Glance



Caring for over 1.2 million patients annually



Among the top 15 largest medical groups in the nation



State's largest health care provider & home care provider



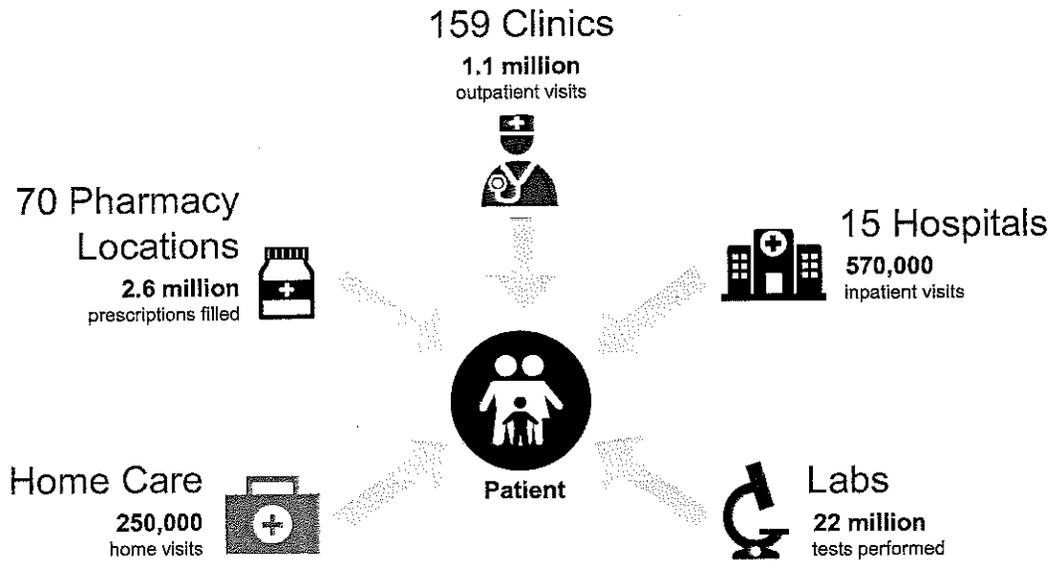
Serving 90 communities in 30 counties



More than 1,800 employed physicians

Coordinated, patient-centered care

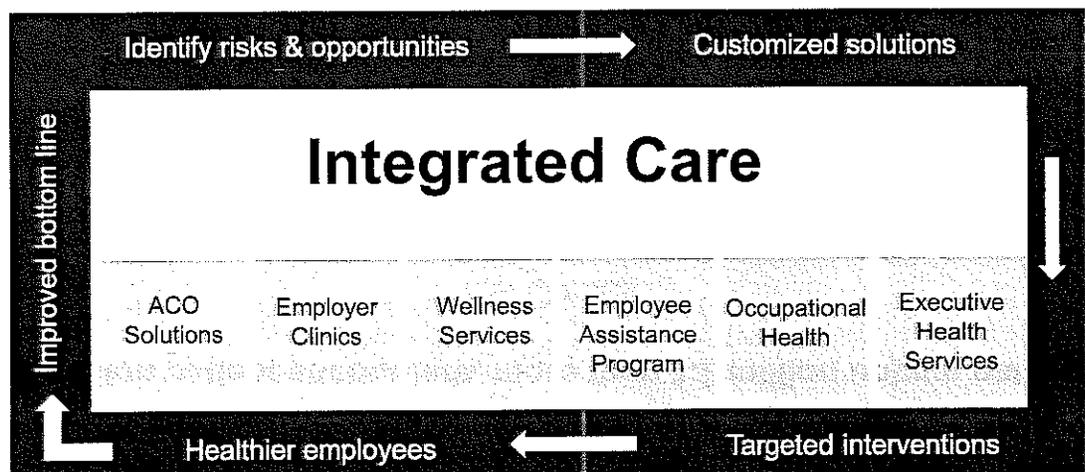
7.8 million patient encounters, more than 1.2 million unique patients



Source: Aurora Health Care 2012 data

Aurora Employer Solutions

Creating a health care solution tailored to your workforce that will improve your employees' health and productivity – and your bottom line.



Employees Live Well with Aurora Health Care

Aurora Health Care will deliver a proven approach to lower medical trend and keep employees healthy by delivering quality wellness and health care services, using best-in-class providers and technology.

Here's how we stand above the rest:

-  Local, value-based, integrated delivery system
-  Electronic Health Record accessible across local health care providers
-  Experienced leadership team and medical oversight
-  Best-in-class providers and proven model to guarantee provider coverage
-  Innovative approaches to offering care for our employers and communities
-  Ability to build programs specific to your goals & needs, adjusted over time

Clinic designed around

-  Convenient hours
-  Dedicated care team
-  Increased time spent with patients
-  Efficient coordination of care
-  High standards for quality of care

How we deliver

Differences

-  Staffed by highly qualified Advanced Practice Provider (APP). Visits are conducted in a private room and patient confidentiality is protected
-  The typical visit includes an assessment of the patient's needs, basic tests, and will provide the patient with education on how to manage their symptoms and a prescription if needed
-  Common health concerns are diagnosed and treated onsite to avoid absenteeism
-  Discharge instructions include educational tips for prevention
-  Scheduled and walk-in appointments available
-  Utilization of Electronic Health Record

Scope of Services

Diagnosis and treatment of common acute health concerns

Including but not limited to:

- Sinus Symptoms
- Cough
- Sore Throat / Strep Throat
- Female Urinary Tract Infections
- Sprains/Strains
- Minor Skin Conditions
- Sport and Camp Physicals

Management of Chronic Conditions in Collaboration with the primary care provider:

- High Blood Pressure
- Asthma
- Diabetes
- Obesity
- Thyroid Disease
- Smoking Cessation

Pricing

Fixed Cost – Flat Hourly Rate

\$95 an hour

- Clinic space within Aurora Health Center Clinic in Franklin
- Includes basic supplies required to treat patients
- Administrative support and medical oversight
- Point of care labs
- Utilization of electronic health record – EPIC
- Team member to assist with scheduling & rooming

FBPC Billing Proposal to cover the \$95 per hour fee

The Annual Total Clinic Cost will be divided by the total number of individuals contracted to have access to the Clinic. This shall include each employer's team members as well as additional individuals each employer chooses to have access to the clinic.

Aurora shall then multiply the Per Clinic User Fee by the total number of individuals an employer wishes to provide access to the Clinic.

Aurora shall invoice each employer monthly for 1/12th of the employer's annual cost.

Additional fees billed to insurance

- Adult Vaccines and Prescriptions
- Additional Labs such as blood draws and cultures
- Radiology

Average Primary Care Visit Commercial Reimbursement

If you used insurance for the following visit types, here are the average fees that would be charged. Using an employer clinic, the cost is the flat hourly rate and the below fees are not charged to insurance thus a cost savings.

For instance an employer clinic provider can see 3 visits at 99213 per hour for the \$95 an hour rate divided amongst all clinic participants (ie the per user fee we are proposing) or if use traditional insurance average rates for 3 visits would be \$510.

New Patient Visit

99202	20 min	\$191	(Blood Pressure Check / Med Refill)
99203	30 min	\$279	(Sinus Infection / Minor Rash)
99204	45 min	\$421	(Strep Throat / Thyroid Condition)

Established Patient Visit

99212	10 min	\$116	(Blood Pressure Check / Med Refill)
99213	15 min	\$170	(Sinus Infection / Minor Rash)
99214	25 min	\$279	(Strep Throat / Thyroid Condition)

***Average is from the range of all commercial payors contracted with Aurora Health Care.

Convenience

Location of Clinic

Aurora Franklin East Clinic
4202 W. Oakwood Park Court, Franklin 53172

Days & Hours

Suggest 40 hours alternating early morning and evening hours
5 days a week – example MWF 8am-4pm and TTh 10am-6pm

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/17/18
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached listing from meeting of July 17, 2018.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Aldermen's Room July 17, 2018 – 5:45 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 5:50 p.m.	Vincent P Dodulik N8367 Hillburn Mill Rd East Troy, WI 53120 Pick n Save #6360			
Operator 5:55 p.m.	Veronica S Hilgart 10560 W Cortez Cir., #19 Franklin, WI 53132 Rock Sports Complex			
Operator 6:00 p.m.	Peter J Mundschau 1809 Stardust Dr Waukesha, WI 53186 On the Border			
Operator	Heather A Bandle 11430 W Swiss St., Apt B Franklin, WI 53132 Landmark			
Operator	Cynthia A Bultman 1811 Rawson Ave South Milwaukee, WI 53172 Top Prize Dog			
Operator	Chad M Cuellar 14180 Ranch Rd Brookfield, WI 53005 Polonia Sport Club			
Operator	Alan D Fay 2855 S Herman St Milwaukee, WI 53207 Franklin Lions Club			
Operator	David F Goehring 8017 S 57 th St Franklin, WI 53132 St Martin of Tours Church			
Operator	Gloria J Grabarczyk 7462 S 69 th St Franklin, WI 53132 Franklin Lioness Club			
Operator	Amber E Helm 11401 Parkview Ln Hales Corners, WI 53130 Landmark			
Operator	Amanda M Holterman S110W14718 Union Church Dr Muskego, WI 53150 Hideaway Pub & Eatery			

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator	Ivan S Jakercevic 3766 N 77 th St Milwaukee, WI 53222 Croatian Park			
Operator	Justin D Kagerbauer 142 1/2 Riverside Dr Waterford, WI 53185 Croatian Park			
Operator	Sierra L Kisting 10558 W Cortez Cir #13 Franklin WI 53132 Hideaway Pub & Eatery			
Operator	Shawna A Kullas 3801 S Logan Ave Milwaukee, WI 53207 Milwaukee Burger Company			
Operator	Kimberly D Leannais 818 Teutonia Dr Burlington, WI 53105 Country Lanes			
Operator	Christian J Lee 8401 S 116 th St Franklin, WI 53132 Crossroads II Pizza & Subs			
Operator	Pamela J LeHouillier 6456 W River Pointe Dr Franklin, WI 53132 Franklin Lioness Club			
Operator	David P Lindner 4007 W Acre Ave Franklin, WI 53132 Franklin Lions Club			
Operator	Justin C Lockridge 3229 S 99 th St., #1 Milwaukee, WI 53227 Top Prize Dog			
Operator	Jennifer L Martinez 8725 Woodcreek Dr, #8 Oak Creek, WI 53154 Swiss Street Pub & Grill			
Operator	Mandy L Mayrand 28911 Fir Lane Waterford, WI 53185 Landmark			
Operator	Wendy M Mejia Torres 2300 W Barnard Ave Milwaukee, WI 53221 Chili's Grill & Bar			
Operator	Alexandria P Pelzek 5553 Root River Dr Greendale, WI 53129 Kwik Trip #287			
Operator	Meghan E Pesich 547 E Centennial Dr Oak Creek, WI 53154 Rock Sports Complex			

Operator	Hannah M Plewa 5244 W Allerton Ave Greenfield, WI 53220 The Rock Sports Complex			
Operator	Annette L Source 8252 S 100 St Franklin, WI 53132 Top Prize Dog			
Temporary Entertainment & Amusement	Franklin Police Dept.—National Night Out Person in Charge: PO Jon Czerwinski Event: National Night Out Kick Off Event Date: Monday, August 8 th , 2018			
Temporary Class B Beer	Franklin Lions Club Person in Charge: David Lindner Location: St Martins Fair Dates of Event: 9/2/2018 to 9/3/2018			
Temporary Class B Beer	Franklin Lioness Club Person in Charge: Gloria Grabarczyk Location: St Martins Fair Dates of Event: 9/2/2018 to 9/3/2018			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Public Library – Playground Tales Fee Waivers: Park Permit Date of the Event(s): 8/6/18, 9/6/18, 10/4/18 Location: Kayla's Playground at Franklin Woods			
3.	Adjournment			
				Time

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

APPROVAL <i>slw pl</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 7/17/18
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated June 15, 2018 through July 13, 2018 Nos. 169304 through Nos. 169629 in the amount of \$ 2,244,076.33. Included in this listing are EFT's Nos. 3798 through Nos. 3815, Library vouchers totaling \$ 20,083.82 and Water Utility vouchers totaling \$ 27,581.62.

Early release disbursements dated June 15, 2018 through July 12, 2018 in the amount of \$ 1,606,001.88 are provided on a separate listing and are also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated June 22, 2018 is \$ 412,684.02 previously estimated at \$ 393,000.00. Payroll deductions dated June 22, 2018 are \$ 404,971.90 previously estimated at \$ 409,000.00.

The net payroll dated July 6, 2018 is \$ 384,297.93 previously estimated at \$ 388,000.00. Payroll deductions dated July 6, 2018 are \$ 206,213.50 previously estimated at \$ 216,000.00.

The estimated payroll for July 20, 2018 is \$ 403,000.00 with estimated deductions and matching payments of \$ 412,000.00.

The estimated payroll for August 3, 2018 is \$ 386,000.00 with estimated deductions and matching payments of \$ 211,000.00.

Attached is a list of property tax refunds Nos. 17880 through Nos. 17881 dated June 16, 2018 through July 12, 2018 in the amount of \$ 2,704.87. These payments have been released as authorized under Resolution 2013-6920. Voided checks in the amount of \$ (1,805.09) are separately listed.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of July 13, 2018 in the amount of \$ 2,244,076.33 and
- Payroll dated June 22, 2018 in the amount of \$ 412,684.02 and payments of the various payroll deductions in the amount of \$ 404,971.90 plus City matching payments and
- Payroll dated July 6, 2018 in the amount of \$ 384,297.93 and payments of the various payroll deductions in the amount of \$ 206,213.50 plus City matching payments and
- Estimated payroll dated July 20, 2018 in the amount of \$ 403,000.00 and payments of the various payroll deductions in the amount of \$ 412,000.00, plus City matching payments and
- Estimated payroll dated August 3, 2018 in the amount of \$ 386,000.00 and payments of the various payroll deductions in the amount of \$ 211,000.00, plus City matching payments and
- Property Tax refunds with an ending date of July 12, 2018 in the amount of \$ 2,704.87.

ROLL CALL VOTE NEEDED