

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/15/2016
REPORTS & RECOMMENDATIONS	STATUS UPDATE ON BURYING OF UTILITIES ON W. ST. MARTINS ROAD FROM S. SPRING STREET TO APPROXIMATELY 2,000-FEET EAST	ITEM NUMBER <i>G.7.</i>

BACKGROUND

The Village of St Martin has significant visual clutter with overhead utilities, specifically along W. St. Martin Road. On October 6, 2015 the Common Council requested Staff to make contact with WE Energies to refine budget estimates for placing the overhead electric lines underground.

ANALYSIS

Over the past two years, Staff has made contact with WE Energies and had multiple meeting with Alderwoman Susanne Mayer and Alderman Dan Mayer. Through an iterative process, the scope has shortened to approximately 2,000 feet starting at S. Spring Street and proceeding through the Village area to the east.

Enclosed is the most recent written correspondence from Ms. Pam Rakauskas of WE Energies. The preliminary ball-park estimate for WE Energies infrastructure only is quoted as \$650k - \$700k. **Not included is relocating other utilities, acquiring easements, and work required for private properties.** Staff has determined that the total budget for this project should be considered twice the WE Estimate, or **\$1.3M to \$1.4M**. Further work is needed to refine this estimate and additional design and estimation work by WE Energies will require a firm commitment by the City.

If the City decides to proceed, it is recommended to be performed after the County road reconstruction project. That project is on a fast track and it would not be possible to do any design and/or redesigns to have both contractors coordinate construction to be completed by November 2016. This utility work could be completed after the County's project with minimal impact to the new improvements.

WE Energies would prefer to place their underground utilities west (south) of the existing right-of-way in a new easement. Work would be primarily using trenchless technologies that would have minimal impact to surface features. Note that the 3-phase distribution lines on the attached exhibit would be trenchless burial. If easements cannot be acquired, a more costly encasement would be installed within the right-of-way using open trench methods, but yet be primarily outside of pavement.

There would be an estimated five new power poles to allow the utilities enter and exit the ground. These proposed poles are shown on the attached exhibit and also shown are approximate locations of VFI boxes. A picture of a similar VFI box located at S. 27th Street and W. Sycamore Avenue is also attached.

A realistic minimum time frame for completion of this project would be eight months to allow three to five months for planning and design and approximately three months for construction. More time may be needed for construction seasons or easement acquisition.

OPTIONS

Take no action. Or

Direct Staff to start coordination for project and return with resolution for firm commitment to WE Energies.

FISCAL NOTES

The 2016 Capital Improvement budget does not include any appropriation for this project. A Budget amendment providing for an appropriation and additional resources would be required.

The 2016 Capital Improvement fund budget anticipated a \$1 million borrowing and a transfer from the General Fund as resources. The fund was projected to have a \$1,046,895 fund balance. The Finance Committee included in its recommendation for the 2007 Bond Refunding a deferral of the \$1 million borrowing. This would reduce the \$1 million fund balance and save future debt service tax levy. Should projects be approved that require additional resources the debt could be sold at that time.

Another option the Common Council has is to repurpose projects that may not occur in 2016 to fund the Utility relocation project. Such repurposing un-approved projects could reduce or eliminate the need for a borrowing.

Possible additional resources would be a transfer from the General Fund (this would cause the City to exceed the State Expenditure Restraint limits and sacrifice \$220,000 in General Fund revenues in a future year, or additional borrowings. Additional borrowings could increase future Debt Service Tax Levy.

To finance this project, Common council should consider a motion to direct Staff to prepare a Budget amendment including direction on resources of 1) increasing a borrowing or 2) transfer from General Fund or 3) such other resource the Common Council desires.

RECOMMENDATIONS

Take no action

January 19, 2016

To whom it may concern,

I met with the City of Franklin Engineers and Common Council members at a meeting on November 18th. During the meeting we discussed the first estimate and issues related to this proposed project. At the meeting there was a request for a second estimate with a reduced size in the project.

First ballpark estimate, requested by Franklin, was to relocate We Energies facilities from overhead to underground on Saint Martin Road from Spring Street to the east for 2000 feet. The nearest pole on connecting streets is to be 100 feet from Saint Martin Road. The first estimate is \$800,000-850,000.

Second ballpark estimate, requested by Franklin, was to relocate We Energies facilities from overhead to underground on Saint Martin Road from Spring Street to the east for 1000 feet. The nearest pole on connecting streets is to be 100 feet from Saint Martin Road. The second estimate is \$650,000-700,000

Both estimates include 3 VFI's, sub-transmission primary cable, distribution primary cable, 5 primary risers, traffic control, and removal of existing poles in project parameters.

The following items are not included in either estimate and could result in additional costs:

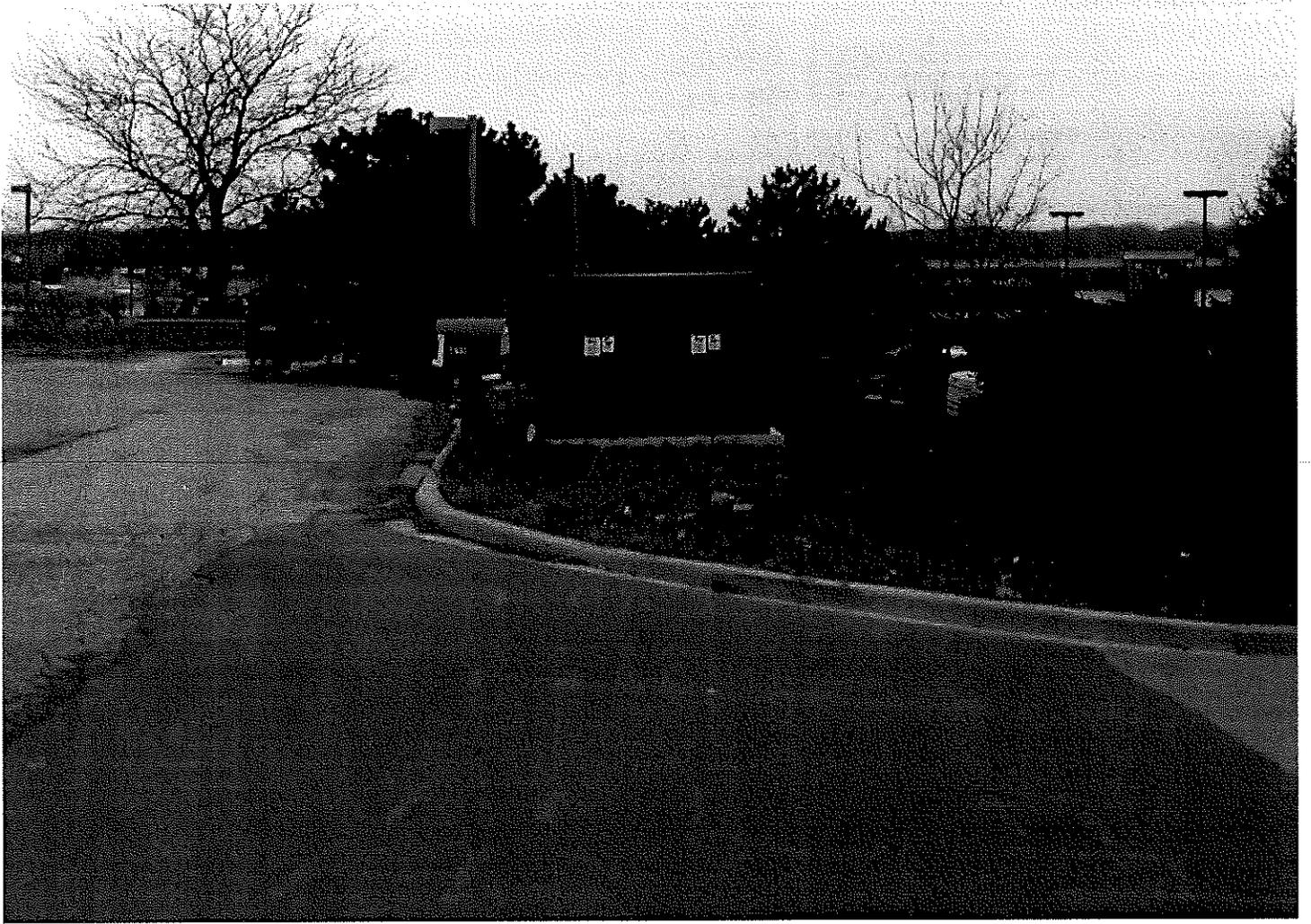
- Indirect path due to lack of easement availability on private property within 15 feet of right of way.
- Cable encased in concrete, due to lack of easement availability on private property within 15 feet of right of way, for safe cable relocation in ROW.
- Private property upgrade for internal work at each private property that is presently fed overhead. This would require a private electrician for upgrade to home or business internally. Cost to be assumed by private property owner is estimated at \$2,000.
- Unknown cost of easements.
- Restoration of public and private property
- Costs incurred by other utilities on We Energies poles for this project (ATT, Time Warner, etc.).

Contingency for project to proceed:

1. For this work to proceed, it is necessary to obtain acceptable private property locations for VFI's. The size of the VFI equipment is approximately 8'X8'X5'.
2. Letter of commitment for detailed design costs.

Please contact me if you have any questions.

Pam Rakauskas
We Energies
500 S. 116th Street
West Allis, WI 53214
414-944-5549

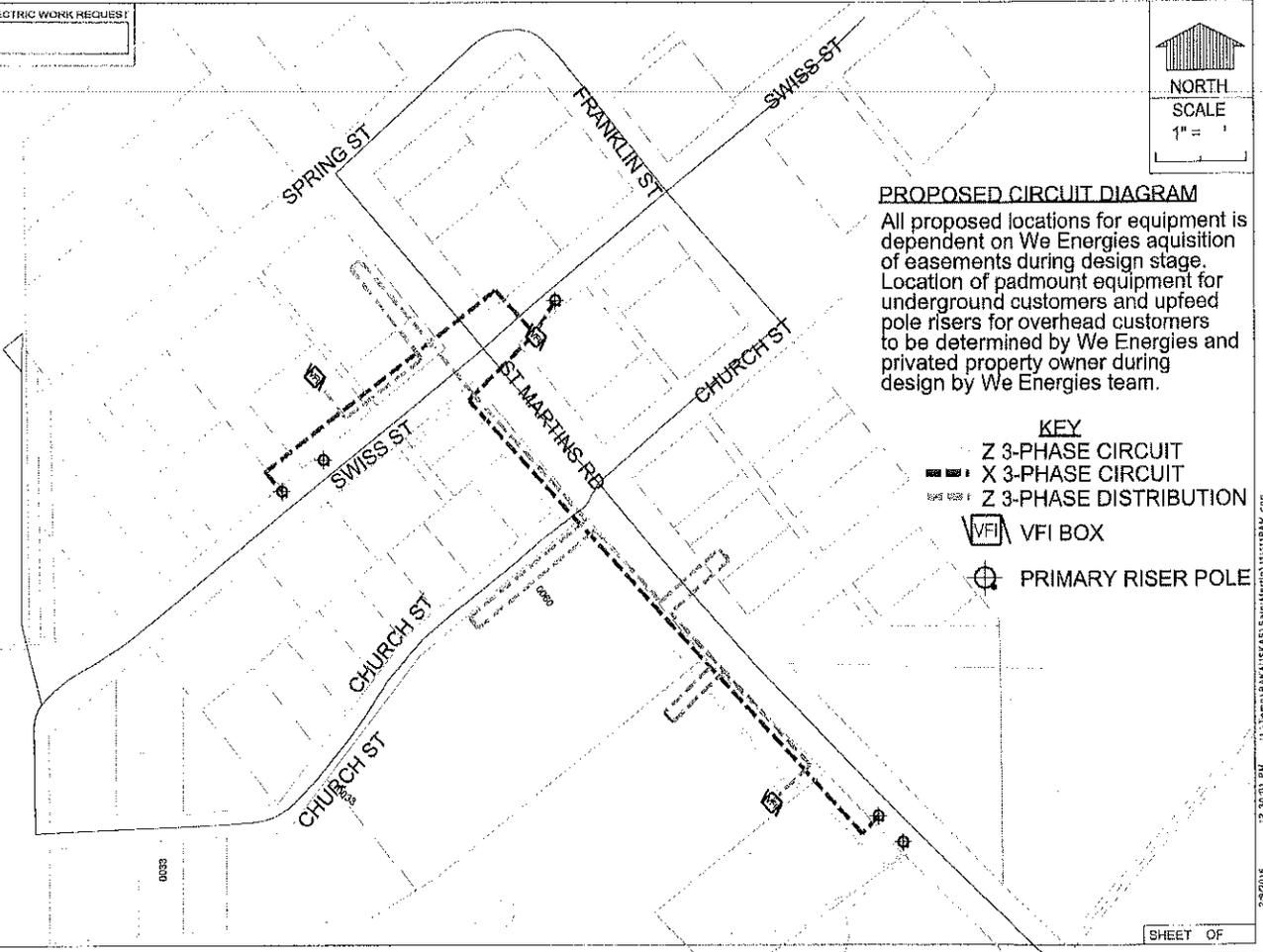




ELECTRIC WORK REQUEST



NORTH
SCALE
1" = 1'



PROPOSED CIRCUIT DIAGRAM

All proposed locations for equipment is dependent on We Energies acquisition of easements during design stage. Location of padmount equipment for underground customers and upfeed pole risers for overhead customers to be determined by We Energies and privated property owner during design by We Energies team.

KEY

- Z 3-PHASE CIRCUIT
- X 3-PHASE CIRCUIT
- Z 3-PHASE DISTRIBUTION
- VFI BOX
- PRIMARY RISER POLE

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SHEET OF

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<p>APPROVAL</p> <p><i>slw</i> </p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/15/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>Conclusions Regarding the Appeals to the Classification Plan Placement</p>	<p>ITEM NUMBER</p> <p><i>G.8.</i></p>
<p>At their meeting of January 18, 2016, the Personnel Committee addressed the recommendations of GovHR USA relative to appeals for position placement. The following motion was made and unanimously approved by members in attendance.</p> <p>“Motion by Alderman Schmidt and seconded by Alderman Dandrea to recommend the job analysis factor point total changes recommended by GovHR USA for Assessor Clerk, Administrative Clerk, Deputy City Clerk, and Assistant Superintendent of DPW with Deputy City Clerk and Assistant Superintendent of DPW changing grades to 6 and 8 respectively and recommend that during 2016 City Staff re-evaluates positions, position descriptions, and job duties for outstanding appeals as requested by appellant employees. Motion Carried: Ayes – All.”</p> <p>Attached is a copy of the one-page, summary memo provided to the Personnel Committee and the seven-page “Response to Appeals” report that summarizes the review conclusions of GovHR USA for each of the appeals. Of the approximately 14 position placements appealed, GovHR concurred that 4 of the positions (listed in the motion) warranted a change to the position’s point total, with two of those changes resulting in a change in grade (Assistant Superintendent of DPW and Deputy City Clerk). Please note that the Administrative Clerk position considered will be listed as “Administrative Clerk (Clerks)” to reflect it is the position in the Clerk’s Office. If the grade changes are authorized by the Common Council, the originally approved implementation wage adjustments would be applied retroactive to the Common Council’s original approval date.</p> <p>The paragraph above references “approximately” 14 positions appealed because, for example, some appeals covered multiple individuals (Sergeants) and some individuals appealed for a distinction from other members of their current classification (Light Equipment Operators), while the entire Sewer and Water department appealed.</p> <p>The Personnel Committee also addressed in their motion what to do with positions/individuals that remained dissatisfied with the results of the appeal review. In that regard, the Committee considered (1) that the consultant selected was initially determined to have the most thorough job analysis questionnaire and review process as compared to each of the consultants considered; (2) that the consultant already reviewed job descriptions and completed job analysis questionnaires by each employee with comments from supervisors, (3) that individual interviews were held for each position during the initial process, and (4) that each appellant was able to offer any supplemental information they deemed appropriate. Given this level of review, the Personnel Committee determined a third evaluation by the consultant was not warranted and recommended approval of their results.</p> <p>Nonetheless, based on the discussion, the Director of Administration suggested that those appellants still believing their grading was not accurate could have their position description reevaluated in detail to ensure that the position description accurately reflects the duties as reported. Any changes could then be considered for re-evaluation or re-scoring within the classification system. The Committee understood that those evaluations would be targeted for completion in the summer and fall after completion of the evaluation of</p>		

employee benefits. (You may recall that employee benefit levels of comparable communities were surveyed but were not a part of the initial implementation, with the intent that a separate analysis would follow.)

It should also be noted that GovHR performed recruitment processes for both Economic Development Director and IT Director positions in the same time frame as the Classification and Compensation study was being completed. Their staff indicated that the results of their application review suggest that our initial placement of the positions may warrant re-evaluation. Due to the timing of each hiring, the positions did not get the same level of review because there was no incumbent in the position and the exact characteristics of the candidates relative to the market place was unknown. In short, absent an incumbent, no appeal was submitted, but the consultant suggested an appeal review may have been warranted. After further discussions with the consultant and Personnel Committee (if necessary), further action on these positions may be brought forward.

The Director of Administration concurs with the recommendation of the consultant and the Personnel Committee and proposes the motion as set forth below, with the addition of language necessary to incorporate the changes into the policy manuals.

COUNCIL ACTION REQUESTED

Move that the job analysis factor point total changes recommended by GovHR USA for Assessor Clerk, Administrative Clerk (Clerks), Deputy City Clerk, and Assistant Superintendent of DPW with Deputy City Clerk and Assistant Superintendent of DPW changing grades to 6 and 8 respectively are hereby approved; that staff be directed to re-evaluate positions, position descriptions, and job duties for outstanding appeals as requested by appellant employees during 2016; and that the Director of Administration is hereby authorized to prepare and implement amendments to the current Employee Handbook and Civil Service System Personnel Administration Program, in a form, format, and manner as he shall determine is appropriate to clearly and accurately report and incorporate said changes.



MEMORANDUM

Date: January 15, 2016
To: Personnel Committee Members
From: Mark W. Luberdá *MWL*
Director of Administration
RE: Summary of Appeal Conclusions

In summary, the consultant provided the following conclusions to the appeal requests. The full document follows.

No Change in points or scoring:

Planning Secretary (Note: Mary Dalton withdrew her appeal following a transfer to another position.)
Confidential Police Administrative Assistant
Fire Secretary: Position title remains changed to Confidential Fire Administrative Assistant as initially recommended.
Police Sergeants
Light Equipment Operator (Riha) Note: Department to determine if to pursue a new position reclassification to Arborist.
Light Equipment Operators (Heinrichs and Borchardt)
Sewer and Water Department (All positions)

Change in points that does not change grade.

Assessor Clerk: the score increases from 315 to 325. Grade remains the same: 3.
Administrative Clerk (City Clerk's office): Result: the score increases from 315 to 330. Job title is recommended to remain as it is currently. The increase also affects the same position title in the Health Department, which also has a focus on public contact.

Change in points that does change the grade.

Deputy City Clerk: Score increases from 385 to 420. Grade changes from 5 to 6. Job description will be changed to reflect increase in minimum years of experience.
Assistant Superintendent of DPW: Score increases from 480 to 510. Grade changes from 7 to 8.

In general, relative to positions that did not change grades, the consultant notes that they believe the scores are accurate based on the information provided. Remember, employees filled out forms, supervisors commented on the forms, and interviews were held. Additionally, with appeals employees were given the chance to provide additional information to support their position. The consultant leaves room for the fact that additional information could come later or the job could change later that may affect the positions, but, as is, they believe the scoring is accurate. This is particularly the case with the Sewer and Water Department where every position was appealed. That broad concern of employees leaves the consultant to conclude that more discussion might be appropriate. As such, during 2016 Human Resources will conduct a review of the job descriptions for these positions.

The Human Resources Coordinator and I do not disagree with conclusions of the consultant as outlined above. Prior to the next Common Council meeting each of the results will be discussed with the appealing individual. If it appears that some information is missing that may have made a difference, then the position's job description will be reviewed, as suggested for Sewer and Water, during 2016.

Suggested Motion: Motion to accept the appeal conclusions of the consultant and to forward the position score and grade changes to the Common Council for adoption into the Compensation and Classification Plan.



CITY OF FRANKLIN

CLASSIFICATION AND COMPENSATION STUDY – RESPONSE TO APPEALS

As a result of the Draft Final Report Presentation, City of Franklin employees were offered the option to appeal the results of the Classification Study based one or more of the following categories:

- 1 - Internal Equity: position has been graded incorrectly compared to other positions in the organization.
- 2 - External Competitiveness: the salary range assigned to the job grade is in appropriate compared to similar organizations.
- 3 - Job Title Recommendation: the recommended job title for the position is inappropriate.
- 4 - Other: an aspect of the study not covered by the categories above.

There were appeals submitted by clerical, public works and public safety employees. The following response is organized by employee category or department and by the specific appealing employee(s). For each appeal, the category given for the basis of the appeal has been included, as well as the response and result. Please keep in mind that the employee interviews were conducted by four different members of the GovHR USA team so the format of the responses may vary slightly. Further, the comments provided by the City's administrative staff were taken into consideration when formulating the responses to the appeals. Lastly, GovHR USA is appreciative of the efforts made and detail included by the appealing employees, their supervisors and the City's administrative staff during the appeals process.

Clerical

Dalton – Planning Secretary

Category: 1 – Internal Equity

Response: Ms. Dalton commented on her Appeal form that I asked very few questions about her position during the interview, which was conducted along with other employees in the same classification. As a result of the interview, several handwritten notes were made on her JAQ. Further, Ms. Dalton expressed concern that not all of her submitted material was provided prior to the Interview. I have reviewed the additional information, which is a comprehensive list of her job duties that were not included on the JAQ form. Based on the information submitted, there is no evidence that the value of the job has increased. City administration addressed this in an October memorandum to Ms. Dalton wherein it was explained that the scores are not derived from the amount of work completed or the number of tasks (volume), but on the complexity of the job, education and experience, etc. I did review



GovHR USA

Voorhees Associates GovTempsUSA

each of those categories with Ms. Dalton during the interview, and I believe her position's scores are appropriate.

Result: Grade remains the same: 2.

Schick – Confidential Police Administrative Assistant

Category: 1 – Internal Equity

Response: The incumbent employee has asked that the position be compared to the Court Administrative Assistant because of the confidential nature of the work performed and the importance of the position within the department as well as the interaction it has with the Police Department staff. While these attributes of the position may be true, there is not specific information provided as to which areas of the position should be explored further. When comparing both of the positions, the differences in scoring came from the following areas: Education and Training, Planning of Work and Work of Others, Supervision and Contact with the Public. If additional information can be provided as to which areas should be looked at further than a proper assessment can be made.

Result: A review of the JAQ should be performed with a further explanation as to which factors of the position should be reviewed for a possible reclassification in the future. As the information was presented in the appeal the position should remain in the assigned Grade. Grade remains the same: 4.

Tome – Assessor Clerk

Category: 1 – Internal Equity

Response: The JAQ was reviewed and modified as follows:

Education increased due to requirement of Assessment Technician State Certification.

Experience was already scored at 1 to 3 years based on interview.

Decision-making:

Part A: While the examples provided by the incumbent in a follow-up communication do demonstrate independent judgment, it is GovHR's understanding that this type of decision-making is an occasional, rather than regular/daily occurrence in the Assessor Clerk position – it appears that processes and procedures are available to guide most of the daily tasks and duties covered by this position. The score remains unchanged at "Some" discretion.

Part B: "Impact" was already scored as "moderate" based on the interview.

Contacts: Providing customer service to citizens of diverse backgrounds that are sometimes disgruntled is the expectation associated with box 3, at which the position was originally assessed; this is the standard that was applied across the board to positions throughout the City. The example provided by the incumbent in a follow-up communication demonstrates the incumbent's diligence and persistence in

providing customer service to citizens, but not the use of in-depth discussion or persuasion to gain concurrence.

Result: the score increases from 315 to 325. Grade remains the same: 3.

Stormoen – Administrative Clerk (City Clerk’s office)

Category: 1 and 3 – Internal Equity and Job Title

Response: The JAQ was reviewed and modified as follows:

Education: A high school diploma and additional office/technical training would appear to generally be sufficient for the ability to acquire the needed skills (Word, Excel, job-specific software (SVRS), customer service, organization, processing licenses and forms, etc.); that is the standard that was applied across the board to positions throughout the City. The training listed in the appeal appears to be ongoing training as part of the job, rather than skills needed to obtain the job.

Decision-making:

Part A: It appears that processes, procedures and established license requirements are available to guide most of the daily tasks and duties covered by this position. The score remains unchanged at “Some” discretion.

Part B: The potential impacts described in the appeal do involve significant costs in time, money or public/employee goodwill or delayed projects and schedules. As such, the second box of “moderate” is affirmed.

Contacts conducted by this position – as described in a follow-up communication by the incumbent – appear to involve in-depth discussion with some regularity and therefore warrants the fourth box, which has an impact on the overall score for the position.

Result: the score increases from 315 to 330. Grade remains the same: 3. Job title is recommended to remain as it is currently. The best practice is to have fewer titles, rather than job specific titles, that can be applied across the classification.

Roberts – Deputy City Clerk

Category: 1 and 2 – Internal Equity and External Competitiveness

Response: The JAQ was reviewed and modified as follows:

Education: A high school diploma and additional office/technical training would appear to generally be sufficient for the ability to acquire the needed skills (Word, Excel, job-specific software (SVRS), customer service, organization, processing licenses and forms, etc.); that is the standard that was applied across the board to positions throughout the City. The training listed in the appeal appears to be ongoing training as part of the job, rather than skills needed to obtain the job.



Experience: While it is possible for a new hire to the position to succeed with 3 years of previous experience, given the discretion and impact associated with the position (see following entry), as well as the responsibility for training/assigning work to others in the department, GovHR believes that a new hire would typically require 4-6 years of experience at minimum.

Decision-making:

Part A: It is GovHR's understanding from the examples provided in the appeal, and from the interview and job description, that the Deputy City Clerk position often makes decisions in the absence of guidance from supervisor or specific policies; as such the score is affirmed as level 3/"often makes decisions." Additionally, the decisions referenced appear to involve determining compliance with fairly specific regulations or guidelines, rather than "broad Organization-wide policies" as required for level 4/"high level of discretion."

Part B: Although the Deputy City Clerk might not typically on a day-to-day basis have a "Serious" impact, GovHR agrees that the position's statutory responsibilities in the absence of the City Clerk allows sufficient opportunity for a "Serious" impact.

Result: Score increases from 385 to 420. Grade changes from 5 to 6. The position's salary was set based upon internal comparability. Further, it is preferable to use salary range data in a compensation analysis.

Heder – Fire Secretary

Category: 1 – Internal Equity

Response: There was a possibility that the position could have scored higher based on the incumbent's use of technology; however, we understand that that is not a requirement of the position going forward so it is not recommended that the score change. Further, all other scores applied to the position were based on what the incumbent indicated on the JAQ, with the exception of the Planning score which was actually increased during the job analysis.

Result: Grade remains the same: 4.

Public Safety

Police Sergeants – submitted by Joe Bath who wasn't a Sergeant yet at the time the JAQs were completed.

Categories 1 and 2: Internal Equity and External Competitiveness

Response: I have looked at the information submitted by the new Sergeant and by the city administration. I believe the policy the City adopted and analysis made of potential promotions protects the employees being promoted to the rank of Sergeant. The Sergeant's assertion that compression

could occur as a result of the next three contract negotiations is not clear to me. The way I am interpreting the statement, compression may occur after three more rounds of negotiations. If that is the case, one would assume that the non-union pay ranges would also be adjusted during that time so it is too hard to predict. It is important to be informed when negotiations are occurring, as it is prudent to really look at comparable information for the patrol officers as well as the impact of their negotiations on the current compensation system. I believe the following policy should prevent compression from occurring:

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.

With regard to external compatibility, we take care to define the jobs so we are getting accurate information for the analysis. We look at salary range information, not necessarily where employees are placed in ranges or actual salaries. Because we are not aware of an employee's background or tenure in another organization, it is not advisable to look at actual salaries. Ranges are a much better measure of the market and the definition provided to the comparable communities in the salary survey ensures we are getting truly comparable information for our analysis. As explained in the Draft Report, we remove any data we believe are not comparable and show our work in the analysis. Where the Sergeant position is placed in classification plan is in line with the salaries paid by the external comparable communities.

Result: Grade assignment is appropriate based on the internal and external reviews.

Public Works

Riha, Heinrichs and Borchardt – Light Equipment Operators

Category: 1 – Internal Equity

Riha - Similar to his interview to review his JAQ, Mr. Riha seeks to make the case that his duties are distinguished and apart from the other LEOs because of his arborist responsibilities, which according to the JAQ and my discussion with him, are his predominant responsibilities. Some of those duties include, according to the employee, and not refuted by the supervisor, his use of GIS, including updating the database for trees and catch basins. Riha further argues that his BA distinguishes him from other LEOs, but conceded his degree did not secure him the job w/ the City four years ago.

Response: I agree the duties are different, and warrant a closer look, but should be done in the context of a reclassification.

Heirichs - Mr. Heirichs used his JAQ interview to make the case that he should be separately classified from the LEOs because of the light electrical work he performs. The experience he has gained has been on the job, and not due to any special license or training he brought with him upon hire 23 years ago, or obtained since his hiring in order to perform this work. Mr. Heirichs so much as confirmed that on his JAQ, in which he noted that the education and training needed to perform his job was at a high school, plus *elementary* technical training. That the City uses these skills obtained on the job is not unlike a lot of positions of a similar nature, in which workers perform niche tasks which are predominately assigned to them, but do not – in the main – comprise the majority of their responsibilities. The key to appreciating if this is a specialty warranting its own classification is if the City would require electrical licensing or certifications come the time Mr. Heirichs leaves his job. I suspect they would not, and would instead assign them to another LEO.

Response: The job does not warrant a change.

Borchardt - The jobs that Mr. Borchardt says are the ones that he's relying on to make the case for his appeal are the very ones he says are "special projects," and ones that also require him to act in a lead capacity. Not unlike Mr. Heirich's case, if he were to leave the City, the City says they would not seek the 28+ (or any number of) years of carpentry and general construction skills Mr. Borchardt brought to the job four years ago. While I do not believe it warrants a change based on the special project nature of the work, I do suggest a close monitoring of the work this employee performs. He has listed enough special projects requiring carpentry and masonry skills (and not specifically covered in the JD, but generally listed as"Perform[ing] routine and basic maintenance on city facilities..."), but there are at least a dozen of those "special projects" assigned to this employee in his four years on the job. Should this continue, and at this frequency, another assessment of this employee's job would be justified.

Response: The job does not warrant a change today. Duties should be monitored for a possible change in the future.

Dudash – Assistant Superintendent

Category: 1 – Internal Equity

Response: As City administration had noted in comments about the appeals, Mr. Dudash's main issue and reasoning behind his appeal is being in the same grade as the Head Mechanic, someone he supervises. If that can be remedied by re-looking at the independent judgment and decision making category, as City administration suggests, I agree that Mr. Dudash (and subsequently his supervisor) may have underestimated Dudash's level of decision-making, and thus a bump to 55 points would be warranted.

Result: Score increases from 480 to 510. Grade changes from 7 to 8.

Sewer and Water

Cindric, Schacht – Sewer and Water Operator II

Category: 1 – Internal Equity

Response: The argument put forward relates to increased supervisory and judgment responsibilities and the working conditions for the position, which were already taken into account. That said, the supervisory responsibility relates to assigning work rather than actually supervising, meaning scheduling, evaluating and disciplining employees. Further, the Operator 1 indicates the training needed upon hire is low. This may be true for both positions. Thus, it should be reviewed further to determine exactly what training is needed upon hire.

Result: A review of the JD and JAQ is recommended to determine if the position should be reclassified based upon additional supervisory, education and training requirements. As the information was presented in the appeal the position should remain in the assigned Grade.

Nickel – Sewer and Water Operator I

Category: 1- Internal Equity

Response: The employee provided evidence that the education and training needed for the position is more comprehensive than what is reflected in the scoring today. This should be reviewed for all of the Sewer and Water positions and adjustments should be made accordingly if warranted.

Result: A review of the JD and JAQ is recommended to determine if the position should be reclassified based upon additional education and training requirements. As the information was presented in the appeal the position should remain in the assigned Grade.

All staff – Sewer and Water Technicians

Category: 1 – Internal Equity

Response: The employees assigned to the position of Technician indicate that the whole scope of the job was not taken into consideration during the study. GovHR looked at the JD and JAQs submitted by each employee as well as conducted an interview with incumbent employees. More specific detail is needed to consider the appeal.

Result: A review of the JAQ is recommend to determine if any factors should be explored further at which time the position can be considered for a reclassification. As the information was presented in the appeal the position should remain in the assigned Grade.

<p>APPROVAL</p> <p><i>Stew [Signature]</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>3/15/2016</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>An Ordinance to Amend Ordinance 2014-2152, An Ordinance Adopting the 2015 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2015, to Provide Personnel Appropriations for Personnel Costs Related to the Classification and Compensation Plan Adoption, Fire Department Overtime, and Highway/Parks Work Allocation</p>	<p>ITEM NUMBER</p> <p><i>G.9.</i></p>

At their meeting of March 1, 2016, the Common Council did not approve Item G.12, a requested budget modification that transferred appropriations from Restricted Contingency primarily to cover overages in certain departments stemming from the Common Council's adoption and implementation of the Classification and Compensation Plans in 2015. In retrospect, the Council Action Sheet was missing a relevant piece of information and selection of "Restricted Contingency" was a convenient, but potentially, misleading choice for appropriation reallocation. The purpose of this Council Action Sheet is to address those two items and complete the necessary budget modification such that our year-end expenditures remain in line with year-end appropriations as required by statutes.

First, the potential need for a budget modification stemming from the implementation of the Classification and Compensation Study was specifically identified at the time the Common Council considered adoption. The 11/3/2015 Council Action Sheet adopting the new pay plan and structure addressed funding sources in detail and stated, in part, the following:

"A budget modification appropriating those resources could be addressed at this time if the Common Council desires, but if savings across the individual Personnel Services portions of each of the 2015 departmental budgets are sufficient that step can be skipped. If they appear to be insufficient as the City approaches year's end, such a budget modification would be brought in."

As expected, nearly all of the issues resolved themselves; however, small appropriations discrepancies were seen in two departments: Planning for just \$3,216 (1% over the personnel appropriations) and Finance for only \$2,112 (.5% over the personnel appropriation). As such, bringing in a budget modification to resolve these discrepancies is consistent with the original approval of the new pay plan and structure.

Second, the prior budget modification request recommended use of Restricted Contingency, which could lead to a misunderstanding that there were insufficient budgeted resources and that an unexpected portion of the General Fund fund balance was being used. That is not the case. As such, this revised budget modification shows that the Planning portion can be covered with available excess appropriations from within the Planning Department itself, in the Non-Personnel portion of their budget. Similarly, Finance, which reports to the Department of Administration, can be covered with available excess appropriations from within the Department of Administration's Personnel portion of the budget. No Restricted Contingency appropriations are required.

Item 3 from the prior budget modification was very straight forward. The same personnel in the Highway Department also perform the work that is cost allocated to the Parks Department. In the case of 2015, as has not been uncommon in recent years, the demand for work in the Parks was slightly higher than expected. Everything from general park maintenance to significant rehabilitation work on the Lions Legend Pavilion was part of the cause. The bottom line is that Jerry looks at his full scope of responsibility for highways and parks and assigns duties based on the most pressing needs. Costs are then allocated between the two. Overall, however, Jerry remained within budget. Therefore, this portion of the budget modification remains unchanged, and available Highway Personnel appropriations are transferred to Parks Personnel appropriations.

The item also included a shortfall in the Fire Department amounting to \$37,177. Around \$5,200 of that was associated with the Classification and Compensation study while the remaining portion was largely due to extensive overtime pressure resulting from workers compensation and family medical leave absences. The department had under expenditures in their Non-personnel appropriations of slightly over \$17,000. Nonetheless, overall the overtime demand did force the department to be approximately \$20,000 (0.3%) over budget at the end of the year. City wide sufficient Personnel appropriations have been under spent which can show the public that the budget did not engage in deficit spending overall. In fact, the Highway/Parks Department was over \$150,000 under spent in General Fund Personnel appropriations. As such, the budget modification draws upon these appropriations instead of using the Restricted Contingency as used in the prior budget modification.

It can be noted that the potential for continued overtime demands that was discussed in the prior Council Action Sheet will continue to be monitored in 2016, and the Fire Chief will address the matter with the Finance and/or Personnel Committee around the end of the second quarter if circumstances continue.

In conclusion, in the redrafted form presented here, the requested budget modification shows that the modifications were anticipated by prior actions and fall within total available General Fund appropriations, meaning they do not use unanticipated fund balance or the Restricted Contingency.

The Director of Administration and Director of Finance and Treasurer recommend approval.

COUNCIL ACTION REQUESTED

Motion to adopt Ordinance No. 2016-____, An Ordinance to Amend Ordinance 2014-2152, An Ordinance Adopting the 2015 Annual Budgets for the General Fund for the City of Franklin for Fiscal Year 2015, to Provide Personnel Appropriations for Personnel Costs Related to the Classification and Compensation Plan Adoption, Fire Department Overtime, and Highway/Parks Work Allocation.

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2016 _____

AN ORDINANCE TO AMEND ORDINANCE 2014-2152, AN ORDINANCE ADOPTING THE 2015 ANNUAL BUDGETS FOR THE GENERAL FUND FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2015, TO PROVIDE PERSONNEL APPROPRIATIONS FOR PERSONNEL COSTS RELATED TO THE CLASSIFICATION AND COMPENSATION PLAN ADOPTION, FIRE DEPARTMENT OVERTIME, AND HIGHWAY/PARKS WORK ALLOCATION

WHEREAS, the Common Council adopted the 2015 Budget for the City of Franklin providing resources and appropriations for 2015, and

WHEREAS, the Highway Department shares personnel with the Parks Department and Park maintenance activities had a higher than budgeted allocation of labor costs while the overall Highway and Parks Personnel costs remained within budgeted levels in total, and

WHEREAS, the Classification and Compensation Study resulted in a reallocation of personnel costs in the Finance and Planning Departments, which can be fully covered by other available appropriations, and

WHEREAS, the overtime demands instigated by workers compensation and family medical leave absences resulted in an appropriation shortfall in the Fire Department which can be covered by additional available, unspent Personnel appropriations in the Highway Department.

NOW, THEREFORE, the Common Council of the City of Franklin does hereby ordain as follows:

Section 1 That the 2015 Budgets of the General Fund be adjusted as follows:

General Fund

Parks	Personnel Costs	Increase	\$17,400
Highway	Personnel Costs	Decrease	54,600
Fire	Personnel Costs	Increase	37,200
Planning	Personnel Costs	Increase	3,300
Planning	Non-Personnel Costs	Decrease	3,300
Finance	Personnel Costs	Increase	2,200
Administration	Personnel Costs	Decrease	2,200

Section 2 Pursuant to §65.90(5)(a), Wis. Stats., the City Clerk is directed to publish a Class 1 notice of this budget amendment within ten days of adoption of this ordinance.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this 15th day of March, 2016.

APPROVED:

ATTEST:

Stephen R Olson, Mayor

Sandra L. Wesolowski, City Clerk

AYES ___ NOES ___ ABSENT ___

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/15/2016
REPORTS & RECOMMENDATIONS	Authorization for Renewal of a Contract with Inspiron Logistics for the Emergency Notification System	ITEM NUMBER <i>G.10.</i>

The current term of the Emergency Notification System is set to expire April 21, 2016. The Director of Administration recommends continuing the service with the same provider at this time (Inspiron Logistics), and the Health Director confirms that the service is an integral and important component of his public communication strategy and requirements. Inspiron Logistics was selected after a very detailed RFP and review process, and they were the company and service that most closely aligned with our criteria. Although we did have the one service issue in 2013 that created some prior concern, the company addressed that issue directly and in person and provided the City with a free 7-month extension. Frankly, mistakes happen, and it is nice to work with a company that worked with us in resolving the issue and stood firmly behind their product and service. Only one other limited service issue had been seen during the full prior term. A glitch in the programming caused sporadic issues receiving text responses in special user group notifications, but that unique issue has been fully resolved. Inspiron Logistics has continued to improve their software and any such software upgrades are extended to us with the basic service. They also continue to be relevant in the market place; for example, last year they received the contract award for the entire state of Iowa where, I understand, implementation occurs on a county-by-county basis.

Attached is a copy of the current contract. A new contract is being prepared with the same terms and price. It will, however, reflect inclusion of the core component (#2) of the 2014 amendment directly into the contract or into Attachment A. The new contract will be again cover a two-year term, April 22, 2016 through April 21, 2018, with the ability for an additional year renewal. The annual cost is \$9,600, the same cost as the current contract. The annual cost for the service was anticipated in the budget. \$6,400 of the cost is covered by a Health Department "Public Health Emergency Prep" Grant (25.0000.5410.7034), and the other \$3,200 is a cost anticipated in the Information Services budget.

The Director of Administration requests approval authorizing the Mayor and City Clerk to execute a contract similar to the attached, allowing minor technical revisions if needed, subject to the City Attorney's review.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor and City Clerk to execute a contract renewing the WENS Service Agreement with Inspiron Logistics for the Emergency Notification System in a form as generally set forth herein, subject to technical corrections by the City Attorney, for the same annual rate of \$9,600 and to authorize release of payment for the period 4/22/2016 through 4/21/2017.

WENS SERVICE AGREEMENT

This WENS Services Agreement (this "Agreement") is entered into by and between Inspiron Logistics LLC, an Ohio Corporation with its principal office located at 1 South Main Street, Akron, Ohio 44308 ("Inspiron Logistics") and City of Franklin with its principal office located 9229 W. Loomis Road, Franklin, WI 53132 ("Customer"), effective as of the 21st day of September 2012 (the "Effective Date").

1. Scope of Services.

1.1 Services. In consideration for the payment of fees by Customer provided for herein, during the Term, Inspiron Logistics agrees to provide to Customer the following services (collectively, the "Services"):

(a) Setup of a WENS Account where as Inspiron Logistics will use the Master Administration to plug in Customer specific account parameters;

(b) Pre-population of "Canned" Meta data which the Customer can elect to use for testing purposes or continue to use well into official product launch;

(c) Use of WENS Account, providing an emergency notification service with functionality and support, at a minimum, as set forth in Attachment A, which is incorporated herein by reference; and

(d) Provide the Customer training for internal personnel on the WENS Platform and how to best utilize its functionality.

1.2 Updates. From time to time Inspiron Logistics may deploy in its discretion updates, fixes or solutions to problems or bugs in the Platform ("Updates"). Inspiron Logistics shall incorporate and provide the Updates at no additional charge to Customer when and if available.

1.3 Restrictions. Customer shall not (i) assign, transfer, modify, create any derivative work of or private label the Platform, or reverse assemble, decompile, reverse engineer or attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Platform, (ii) alter or copy, or permit a third party to alter or copy, any part of the Platform; (iii) use the Platform to provide service bureau, time sharing, access through a public computer bulletin board or "shareware" distribution process; or other similar services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the Platform to any third party. In no event shall Customer use or access the Platform except as permitted hereunder. Inspiron Logistics acknowledges that the customer must comply with all Ohio Record laws.

1.4 Ownership. Inspiron Logistics is, and shall remain, the licensee or the owner of the Platform and any related documentation and all related and intellectual

property, including without limitation, all copyright, trade secret, patent, trademarks and other intellectual property rights therein and including any derivative works made during the Term or thereafter ("Inspiron Logistics Property"). No property or ownership right or interest in the Inspiron Logistics Property or any part thereof is granted to Customer by virtue of this Agreement, the rights granted hereunder to Customer being solely contractual in nature. Customer hereby assigns to Inspiron Logistics all of its right, title, and interest in any such Inspiron Logistics Property. Any and all meta-data contained within the Platform such as (i) individuals' personal information, (ii) private contact information, (iii) system activity or (iv) system inventory is the property of the Customer and is subject to the Freedom of Information Act of 1996 in the event the Customer is a public entity.

2. Account.

2.1 Approval of Account. Inspiron Logistics grants to Customer a worldwide right and license during the Term to send the Content via the Platform to Subscribers on the terms and conditions described herein. Customer will be responsible for ensuring that all Programs and the Content of such Account meet the requirements of this Agreement and any additional Account requirements that Inspiron Logistics may reasonably establish from time to time. In the event Customer does not agree such requirements are reasonable and mutually agreeable language cannot be reached, this agreement will be terminated upon 15 days notice by either party

2.2 Customer Responsibilities.

(a) Approvals. Customer shall be responsible for the procurement of any and all licenses, approvals, qualifications, permits or certificates where required in connection with the Account.

(b) Directions. Customer shall promptly provide Inspiron Logistics with such guidelines, provisions or other information (collectively, "Directions") as may reasonably be required by Inspiron Logistics from Customer in order to perform the Services. Inspiron Logistics may rely on any Directions provided to it by Customer and shall incur no liability as a result thereof. Inspiron Logistics shall not be required to follow any Directions not made or confirmed in writing or email.

2.3 Trademarks. Customer hereby grants to Inspiron Logistics a non-exclusive, non-transferable, royalty-free license to use, reproduce, distribute and display the trademarks, service marks and logos of Customer (the "Customer Trademarks") during the Term and solely in connection with the performance of the Services under this Agreement. Inspiron Logistics agrees that all uses of the Customer Trademarks, including the goodwill and reputation associated therewith, will inure to the benefit of Customer.

3. Fees.

3.1 Fees. In consideration for the performance of the Services, Customer shall pay Inspiron Logistics the following fees (collectively, the "Fees"):

(a) Account Set-up Fees: For each Account, in consideration for the set-up services provided by Inspiron Logistics for each Account, Customer shall pay Inspiron Logistics the fee set forth under the heading "Account Set-up Fee" on Schedule A attached hereto.

(b) Annual Account Maintenance Fees: For each Account, in consideration for the maintenance of Account(s) and management of the account, for each year during the Account Term, Customer shall pay Inspiron Logistics the fee set forth under the heading "Annual Account Maintenance Fee" on Schedule A attached hereto for each account. The Annual Account Maintenance Fee for each year shall be invoiced on an Annual basis and payable on the first day of such year during the Account Term with payment due prior to the start date of the Account or the renewal date.

4. Term.

4.1 Term. The term of this Agreement commences on the Contract Term Date and continues for Two (2) years thereafter (together with any renewal term, the "Term") as specified in Schedule A. At the end of the Two (2) years service, this agreement will automatically renew for an additional year unless customer provides written notice of Termination with no less than Sixty (60) days notice to the end of that year's contract period. In the event terms in which Inspiron Logistics is engaged with its vendors to provide service to the Customer changes, an addendum will be created and must require a signature to continue the term of this agreement. In the event either party does not agree with the addendum and mutually agreeable language cannot be reached, this agreement will immediately be terminated by written notice by either party. In the event, notice occurs after the end of that year's contract period but prior to the end of the 60 day notice period, Customer shall be liable for and promptly pay a prorated share of the Annual Account Maintenance Fee.

4.2 Termination. In addition to and as otherwise stated herein, this Agreement may be terminated immediately by either Party upon written notice to the other Party if: (i) the other Party files a petition in bankruptcy or

otherwise becomes subject to bankruptcy proceedings, or makes an assignment for the benefit of its creditors; or (ii) the other Party materially breaches its obligations under this Agreement and fails to cure the breach within thirty (30) days after receiving written notice of such breach; or (iii) Inspiron Logistics has more than two failures, each noticed in writing by Customer, to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error, except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

4.3 Effect of Termination. Except for data that is required to be retained by Recipient to comply with applicable laws or governmental regulations, upon any termination or expiration of this Agreement for any reason, each Party shall promptly return the other Party's Confidential Information or to the extent permitted by law destroy it as directed by the owner of the Confidential Information and certify its destruction in writing within ten (10) days. Any Sections that by their nature refer to obligations of a Party applicable beyond the Term, shall survive the expiration or termination of this Agreement. Upon the termination or expiration of this Agreement, the Parties hereto agree that each Party shall immediately cease the utilization of any trademarks of the other. In the event of termination in advance of the term of the Agreement with cause, Customer shall be promptly refunded a prorated amount of the service fee paid, which payment amount shall equal the amount paid by the Customer times a ratio calculated as the amount of days left in the initial term (or then current annual term) of the Agreement divided by the number of days in the initial term (or then current annual term) of the Agreement.

5. Confidentiality.

5.1 Confidential Information. Each party ("Recipient") acknowledges that in the course of Inspiron Logistics performing the Services each party may have access to certain Confidential Information of the other party ("Disclosing Party").

5.2 Duties. Recipient shall maintain the Confidential Information as confidential, and will not use it in any way, for itself or for any third party, except as required to achieve the purposes of this Agreement, nor disclose to any third party (except to Recipient's employees, consultants, contractors, attorneys, accountants and other advisors (collectively, "Representatives") who have a need to know such Confidential Information for purposes of Recipient's performance of its obligations under this Agreement and who have been informed of and are obligated to comply with the confidential nature of such information and of the terms of this Agreement). Recipient shall be responsible for any breach of this Agreement by any of its Representatives, and agrees, at its sole expense, to take reasonable measures to restrain its Representatives from prohibited or unauthorized disclosure or use of any of Disclosing Party's Confidential Information and to the

extent permitted by law will take reasonable precautions to protect the confidentiality of such information, at least as stringent as it takes to protect its own Confidential Information, but in no case less than reasonable care.

5.3. Exceptions. The obligations of the Recipient specified in this Section shall not apply to the extent any Confidential Information (i) is known to Recipient prior to receipt from Disclosing Party other than as a result of Recipient's breach of any legal obligation; (ii) becomes known (independently of disclosure by Disclosing Party) to Recipient directly or indirectly from a source having the legal right to disclose such Confidential Information; (iii) is or becomes publicly known, except through a breach of this Agreement by Recipient; or (iv) is required to be disclosed by Recipient to comply with applicable laws or governmental regulations, provided that Recipient gives Disclosing Party reasonable prior written notice of such disclosure sufficient to permit Disclosing Party to contest such disclosure.

5.4. Ownership of Confidential Information. The Disclosing Party is and shall remain the exclusive owner of Confidential Information and all intellectual property rights therein. No license or conveyance of any such rights to the Recipient is granted or implied under this Agreement.

6. Liability Warranty.

6.1 Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF DATA, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR AMOUNTS OWED HEREUNDER AND CLAIMS ARISING OUT OF SECTIONS 1.3, 6, AND 8, IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED \$19,350;

6.2 Warranty.

(a) Mutual Warranty. Each party hereby represents and warrants that it (i) has the full power, ownership interests and the right to enter into this Agreement and to grant the rights and licenses contemplated by this Agreement, without the need for any consents, approvals or immunities not yet granted and without any conflict with, breach of or default under its articles of incorporation, bylaws or other charter documents of any contract by which it is bound and (ii) has all required

licenses, consents, approvals and permits from any person necessary to perform its obligations under this Agreement.

(b) Inspiron Logistics Warranty. Inspiron Logistics hereby represents and warrants that (i) it shall perform all Services in a good and workmanlike manner. The foregoing shall not be construed as a warranty that the Platform of Services will function without error.

(c) Exclusive Remedies. For any breach of the warranties set forth in Section 6.2(b), Customer's sole and exclusive remedy and Inspiron Logistics' entire liability shall be, at Customer's discretion, either: (a) correct the error that caused the breach of warranty; (b) re-perform the Services; or (c) in the event that Inspiron Logistics is unable to cure such breach, termination of this Agreement.

7. Carrier Restrictions/Requirements.

7.1 General Carrier Restrictions. Customer acknowledges and agrees that (i) one or more Carriers may obligate Inspiron Logistics to require certain commitments and representations from third parties such as the Customer seeking to use such Carriers' services and/or equipment, (ii) Inspiron Logistics may be required to deliver and obtain agreement to terms of use of the Carriers' services and/or one or more Carriers' services or equipment from Subscribers, and/or (iii) certain Carriers may place limitations on the type, length, maximum rate of message flow, or other characteristics of Messages that such Carriers will agree to handle at a given time. Inspiron Logistics will provide written notice to Customer of any Carrier terms (including updates thereof from time to time if required by Carriers) that Inspiron Logistics is obligated to require Customer to acknowledge and comply with. Customer will promptly notify Inspiron Logistics if Customer determines that Customer is unwilling to comply or cannot comply with or authorize or enable Inspiron Logistics to comply with such Carrier's then-current requirements. Customer acknowledges that such noncompliance may result in Inspiron Logistics suspension of its performance of the Services under this Agreement with respect to one or more Carriers or Content. In the event of a suspension of Inspiron Logistics' performance for more than 15 days, this agreement may be terminated immediately upon written notice by either party.

7.2 Message Blocking. Customer acknowledges that Carriers reserve the right to investigate any Subscriber complaints alleging a violation by Inspiron Logistics or its content providers (such as the Customer) of a Carrier agreement or a violation of requirements imposed by Carriers on Inspiron Logistics and/or its content providers. Customer acknowledges that if a Carrier reasonably believes that Inspiron Logistics has violated such requirements, Carrier may refuse to transmit Messages and may suspend or remove Inspiron Logistics' access to the Carrier network. If Carriers notify Inspiron Logistics of any alleged violation, and Inspiron Logistics does not promptly remedy such violation (for example, by denying access to a Subscriber sending inappropriate messages to

other Subscribers), the applicable Carrier may also terminate its agreement concerning access of the Inspiron Logistics Service to such Carrier's network. Customer further acknowledges that if a Carrier receives a complaint from a customer or a governmental or law enforcement agency ("Outside Complaint") claiming that any Messages are unlawful, obscene, racially or ethnically offensive or depict sexually explicit materials or infringe on the intellectual property rights of others, the Carrier may notify Inspiron Logistics in writing of such Outside Complaint and, in addition, may suspend such Carrier's connection with Inspiron Logistics until such time as the complaint is remedied or otherwise resolved. Inspiron Logistics has agreed to remedy any such complaints as promptly as is commercially reasonable. Customer acknowledges that such remedies may include without limitation removing the recipient of mobile-terminated messages from various participant lists or blocking certain access to the Service. Customer acknowledges that the obligations described in this Section may prevent Inspiron Logistics from performing under this Agreement with respect to such Carriers.

7.3 Damage to Carrier Property. Customer will not use or assist others to use Carrier communications services (or any equipment or network connections used with such services) in any way that damages Carrier property or interferes with or disrupts a Carrier network or subscribers.

7.4 Privacy. Customer acknowledges that Carriers cannot guarantee the privacy of Messages, and accordingly Customer agrees that neither Inspiron Logistics nor the Carriers will be liable to Customer or any other party for any lack of privacy or security experienced when using the Inspiron Logistics Service. Customer also acknowledges that to the extent permitted by law, Carriers have the right to intercept and disclose any transmissions over their facilities in order to protect their rights or property, including without limitation, to protect the efficient operation of their networks or to comply with governmental authorities.

7.5 Carrier Charges. Customer acknowledges that for any Message originated by a Carrier Subscriber and transmitted to Inspiron Logistics or another Carrier Subscriber, the Carrier Subscriber will be charged at the text messaging rate reflected in their rate plan.

7.6 No liability for actions by Carriers. Customer acknowledges and agrees that, with respect to Carrier communications services: (a) one hundred percent of the Messages may not be delivered; and (b) neither Inspiron Logistics nor any Carrier will be liable to Customer for any Messages deleted or not delivered, regardless of the reason for deletion or non-delivery including, without limitation, message processing or transmission errors. Neither Inspiron Logistics nor any Carrier makes any representations or warranties regarding the quality, reliability, timeliness or security of the carrier communications services or that they will be error-free, uninterrupted, and free from unauthorized access or that all messages will be delivered.

8. Miscellaneous.

8.1 Technical Terms. Each word and abbreviation which has a technical or trade meaning is used in this Agreement in accordance with such recognized meaning.

8.2 Currency. Unless otherwise stated, all dollar amounts referred to in this Agreement are in United States dollars.

8.3 Remedies Cumulative. Unless expressly stated herein, all rights and remedies of a Party under this Agreement are in addition to the Party's other rights and remedies and are cumulative, not alternative.

8.4 Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without taking into account its principles on conflicts of law. The Parties irrevocably consent to the exclusive jurisdiction and venue of the federal and state courts located in Milwaukee County in the State of Wisconsin for any litigation arising under this Agreement. A Party seeking a remedy or relief (including injunctive or other similar equitable relief) shall not be required to post a bond or other security for costs as a foreign plaintiff or defendant, as the case may be, in any jurisdiction or venue in which the litigation may arise under this Agreement.

8.5 Notices. All notices required or desired to be delivered or served pursuant to this Agreement may be delivered and served by personal delivery or by prepaid, first class mail addressed to the intended recipient Party at their respective addresses first written above, or at such other address as may have been designated in accordance with the provisions of this paragraph.

8.6 No Partnership. Nothing in this Agreement is intended or will be construed as creating a relationship of joint venture, partnership or employment between the Parties hereto and each of the Parties specifically acknowledges and agrees that their relationship is and shall be solely as independent contractors. Neither Party shall hold itself out contrary to the terms of this Agreement, and neither Party shall become liable for the representation, act or omission of the other Party contrary to the provisions hereof.

8.7 No Waiver. A waiver by either of the Parties of any term or condition of this Agreement in any particular instance shall not be deemed or construed to be a waiver of such term or condition for the future or any subsequent breach thereof whether or not of the same or similar nature. No course of dealings or continuing conduct of either Party shall constitute a waiver of or amendment to any provision hereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation

of any other remedy, right, undertaking, obligation or agreement of either of the Parties.

8.8 Severance. If any provision of this Agreement, or part thereof, is held by a court of competent jurisdiction to be void or unenforceable, it shall be deemed to have been severed from this Agreement and the remainder of the provisions of this Agreement shall thereafter continue in full force and effect to the extent permitted by law.

8.9 Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the matters contained herein and supersedes all previous discussions, negotiations, understandings, expectations, representations and agreements between the Parties. There are no additional or collateral representations, warranties, terms, conditions, expectations or agreements between the Parties regarding the subject matter hereof, except those expressly set forth herein.

8.10 Amendment. No modification, alteration or amendment of this Agreement shall be valid or binding, unless in writing and signed by both Parties.

8.11 Assignment. Subject to the following sentence, neither Party may assign its rights and obligations under or transfer any of its interest in this Agreement, without the prior consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement or transfer any of its interest to any affiliate of such Party, to a purchaser of all or substantially all of such Party's assets, to a successor in interest of such Party or as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors, administrators and permitted assigns.

8.12 Further Assurances. The Parties agree to do and perform and cause to be done and performed such further and other acts and things as may be reasonably necessary or desirable in order to give full force and effect to this Agreement.

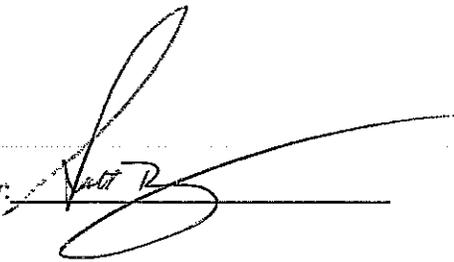
8.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. Facsimile signatures shall be considered original signatures.

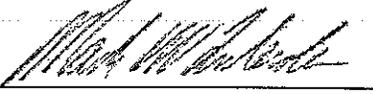
IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement as of the Effective Date,

INSPIRON LOGISTICS CORP.

CUSTOMER

City of Franklin, WI, EMA

By: 

By: 

Name: Scott Dettling

Name: MARK W. LUBARDA

Title: President

Title: DIRECTOR OF ADMINISTRATION



SCHEDULE A

1. Contract Term Date:

Year 1; 9/22/2012 – 9/21/2014

2. Account Set-up Fee: (waived)

3. Total Combined Account Maintenance Fee and Payment Due Dates

\$ 9,600.00 due 9/21/2012

\$ 9,600.00 due 9/21/2013.

- *Basic Package includes 70k completed voice calls*
- *1/3 of unused voice calls from previous year rollover to the next contract year*

WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

Page 1

In addition to text, email, and paging functionality, Inspiron Logistics will retain a voice-call service capability, will retain the ability to distinguish tornado warnings from tornado watches, will send out notices only for those weather events offered by the City and selected by residents through an opt-in procedure, and will retain the ability to send notices based on longitude/latitude polygons as established by NOAA and not based upon FIPS codes.

Inspiron Logistics will

- 1) achieve a 120-second turn around time between receipt of a weather notice from NOAA and sending out a weather notice to registered citizens;
- 2) maintain at least 3 call centers at least two of which must be in different states;
- 3) maintain an "Opt-in" screen that a) allows for citizen self registration of an unlimited number of phone numbers and e-mail addresses per household or business, but which may require multiple registrations by the citizen, b) allows for unlimited Customer modification to the screen, as performed by Inspiron Logistics, to enable registration for different call groups, such as but not limited to special issue notifications, c) allows the City to determine what NOAA weather alerts are placed as a selectable option for its residents (example: Tornado Warnings), and d) enables the Customer to alter Customer's opt-in options during the year and to "map" or transfer to other call groups, as Customer determines, citizens who have previously opted-in;
- 4) maintain a "maximum number of characters per message" of not less than 160 characters;
- 5) notify Customer immediately of any outages that could affect the ability to transmit a message if an emergency arose;
- 6) maintain an Imaging & Video Delivery System available for Customer's use;
- 7) cooperate with the Customer who will coordinate with the local telephone company to determine an appropriate per-minute call rate, which shall begin at the default rate of 300 per minute;
- 8) maintain a citizen "response" capability, which may serve as a survey feature;
- 9) provide unlimited, free outgoing text, paging, and email messages and services;
- 10) provide on-line, web-based training as reasonably required by the Customer to ensure Customer can maintain properly trained staff in the event of employee turnover or expanded system use by Customer;
- 11) maintain a staffed customer support line available to Customer 24 hours per day, every day; and
- 12) maintain a Customer-accessible mapping tool allowing distribution of messages within geographically mapped polygons.

The Customer may

- 1) name brand the system at the Customer's discretion;
 - 2) determine the number to appear in Caller ID location;
 - 3) provide, monthly or as otherwise determined by Customer, an update to the 911 database, and Inspiron Logistics will update the WENS database accordingly at no cost to Customer and will import and scrub the database against previous versions;
 - 4) offer, at no extra cost to the Customer or the participating organization, the use of the WENS system for delivery of messages by other governmental and quasi-governmental organizations associated with the City of Franklin, including but not limited to local school systems and the Customer's Boards, Commissions, and Committees, but excluding hospitals and private businesses;
 - 5) have an unlimited number of administrators and/or administration accounts and an unlimited number of Groups and Sub Groups; and
 - 6) use screen information or copyrighted text describing the service in Customer's promotional material designed to market the service and generate "opt-in" clients without violating restrictions on such use as may be set forth in the Agreement.
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WENS SERVICES AGREEMENT

Attachment A: System Functionality and Support

Page 2

Citizens may opt-in land lines and cell phones, including non-local numbers, but must be a United States number.

A completed call is a call answered by a person or an answering machine.

The Customer is not charged for calls in error or calls necessary to provide "cancellation" or other corrective notification. "Not charged" means that such calls will not be counted as a completed call and will not be counted against the total number of calls allowed by the Agreement.

If the contract is terminated for whatever reason as provided for in the contract, the database of opt-in numbers and the related opt-in selections will be transferred, at no cost to the Customer or the subsequent vendor, if any, to the Customer or the subsequent vendor, as determined by the Customer. The data shall be transferred in a file format meeting generally accepted industry standards or an Excel database, as determined by the Customer.

OTHER SUPPORT ISSUES:

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

A. Limit of General/Commercial Liability	\$2,000,000
B. Professional Liability	\$1,000,000

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

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

3. Conflict of Interest. Inspiron Logistics warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. Inspiron Logistics warrants that it will immediately notify the Customer if any actual or potential conflict of interest arises or becomes known to Inspiron Logistics. Upon receipt of such notification, a Customer review and written approval is required for Inspiron Logistics to continue to perform work under this Agreement.

Failure to continually meet the functionality and service requirements set forth herein shall constitute a breach of the Agreement, which breach may be cured in accordance with Section 4.2 of the Agreement, or a "failure" in accordance with Section 4.2 of the Agreement.

**Amendment to the WENS SERVICE AGREEMENT between
Inspiron Logistics, LLC ("Inspiron Logistics") and the City of Franklin ("Customer")
for the Contract Term Date 9/22/2012 - 9/21/2014**

The WENS SERVICE AGREEMENT between Inspiron Logistics and Customer, for the Contract Term Date 9/22/2012 - 9/21/2014, is hereby amended, effective upon execution, as set forth below, with this Amendment to be attached thereto and incorporated therein by this reference. Execution of this amendment ratifies the terms of the WENS SERVICE AGREEMENT with the amendments as set forth below.

1. The Term as set forth in both number 4 and "Schedule A" of the WENS Service Agreement is hereby extended for 7 additional months from September 21, 2014, to April 21, 2015, with no additional fees or payments required by Customer.

2. Section 4.2 shall be amended by striking (ii) and (iii) in their entirety and inserting the following in their place:

(ii) the other Party materially breaches its obligations under this Agreement or Inspiron Logistics fails to adequately perform under the Agreement, such as but not limited to failure to distribute notifications promptly to all expected residents and distribution of false messages or messages sent in error except that Customer operator error and errors attributable to Third-party companies, other than Inspiron Logistics, shall not be attributed to or accountable to Inspiron Logistics.

3. Section 4.3 shall be amended adding the following to the end thereof: "The service fee paid for the period 9/22/2013 to 4/21/2015, which period comprises the "then current annual term," is deemed to have been \$9,600.

4. In the event of a conflict between the terms of this Amendment and the WENS SERVICE AGREEMENT, the terms, and intent, of this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Amendment.

INSPIRON LOGISTICS, LLC

CITY OF FRANKLIN, WI

BY:

Name: Scott Dettling
Title: President

Date

BY:

Name: Thomas M. Taylor
Title: Mayor

Date

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/15/2016
REPORTS & RECOMMENDATIONS	Status of the Health Insurance Market Place and the Potential for Bidding Out Health Insurance Broker Services	ITEM NUMBER <i>G. 11.</i>

At the July 21, 2015 Common Council Meeting, the Council approved the following motion related to the "Status of Bidding Out Health Insurance Broker Services":

"Alderman D. Mayer moved to terminate the requirement to bid insurance broker services during 2015 and to direct the Director of Administration to provide a status update during the first quarter of 2016 as to the health insurance market place and the potential for bidding out the broker services. Seconded by Alderwoman Evans. All voted Aye; motion carried."

The health insurance market place remains very active in Southeastern Wisconsin. The purchase of Humana by Aetna is moving forward and expected to be completed by the end of the 2016. The approval to complete the sale is moving slowly because they are required to get approval by every state in which both companies operate, which is all 50. Nonetheless, Aetna does not have an active presence in Southeastern Wisconsin, so their movement into the area is expected to be aggressive, attempting to secure and retain market share (Humana's market share) and not to push market away by driving up costs.

Anthem, which is the Blue Cross/ Blue Shield program, remains competitive throughout the state. Our broker, however, feels that they are really implementing a slow growth philosophy ensuring their infrastructure and networks are robust and extremely competitive 4 to 5 years from now. Larger in roads into Southeastern Wisconsin will be a part of that pattern. Therefore, it is expected that they will be more competitive in the near future, but not the immediate future. This is consistent with the results of our last bid process where they finished a clear third.

United Health Care (UHC) is the interesting company to watch. The new product offering that they have instituted in 2016 with the Business Health Care Group (BHCG), a coalition to which the City of Franklin belongs, is developing, but slowly. The product, which focuses significantly on participant engagement and quality-of-care monitoring for providers, is on the cutting edge of health insurance options. A number of the core, larger companies of the BHCG joined immediately, while Humana retained a surprising portion of the overall BHCG membership by creating a matching network with favorable provider contracts. There is a bit of a change in frame of mind or philosophy that participants need to consider in UHC's new program. Although the City has fared well in the past by strategic shifts in plans and networks, careful consideration will need to be given if the new paradigm they are pushing is ripe for our participation.

Given that changing networks is very disruptive, both to the City administration and our employees and their families, my current assessment is that if Humana can be

persuaded/coerced/cajoled into providing an early and very favorable 2017 proposal that the City would benefit by allowing 1) the UHC program to mature a year, 2) the continued build up of Anthem in our arena, and 3) the Aetna purchase of Humana to be completed. If Humana's early proposal or guarantees are not satisfactory, I would direct our broker to seek proposals from UHC and Anthem, as well as from Humana.

As for consideration of bidding out broker services, I continue not to see a value in that at this time. I have expressed this position over the last couple years. A broker is judged mostly by performance, secondly by services, and thirdly by direct costs. When I discuss the issue with my peers, most communities only pursue different broker/vendors when they are dissatisfied with one or more of those aspects of their current broker. That is not our case. To that end, the Council Action Sheet from July 2015 noted the following:

"I can also note that since the April update I met with one of Wisconsin's largest brokers to discuss the services they could bring if an RFP were issued. His estimate of prices, based on the service level we currently have, was exactly within the price range discussed above. When I noted that his price was in line with what we pay now, he indicated that all the brokers provide similar services and that it comes down to whom you feel comfortable working with. He was a nice guy, but our current broker has successfully negotiated us through a number of program and carrier changes that have played a significant role in the City experiencing falling premiums. That is a good relationship."

In brief summary, when considering the City's broker's performance, services, and fees. I see no valid reason to recommend bidding out the service or changing brokers. The Director of Finance and Treasurer, who annually calculates our health insurance premiums, agrees with my assessment.

- As to performance, our health insurance rates have been incredible, dropping for a few years. The actuary who uses our health insurance rates in pension reviews has indicated that he does not have another client who has had the positive results that we have had in health insurance rates and premiums.
- As to broker fees, they remain under 2% of claims, which is on the low end of average. 3 to 5 percent is more normal in the industry. Our broker's percentage rate has actually fallen in recent years because the firm has not increased their annual fee in some time, while there has been some slow increase in total claims. Either way, given that total fees are only around \$54,000 per year, bidding out services to save 10% on broker fees would only save \$5,400 whereas our savings have been dramatically and exponentially more than that on the claims and the costs of stop loss reinsurance.
- As to services, the City is served well and our broker provides good administrative support. Importantly, they continue to provide direct support to employees in addressing claims issues and concerns through their dedicated support staff known as "Team Red." Additionally, although we have not had a difficulty in getting data to support plan design changes in the past, they are in the process of instating a new data management tool that will speed up the response time and level of detail that we can use in analyzing plan design options based on actual claims data from our provider.

This is a high level summary of the both issues. If more information is needed, it can be prepared.

Importantly, considering changes to broker services adds workload to a period where DOA staff is committed to substantial projects. For example, following the adoption of the Classification and Compensation study, a review of the comparable benefit levels is a high priority. Similarly, the adoption called for revamping or recreating the entire performance evaluation system to provide for an ability to move toward implementing merit pay components. That is a substantial project. At the same time, both labor contracts are currently expired and subject to negotiations, which is time consuming. Lastly, although Park Impact Fees have been updated, it is imperative that the City complete an update to the remaining impact fee types. This is not a comprehensive list, but one can see that these are important projects that need to be addressed. As such, the Director of Administration cannot recommend pulling time away from these other projects to pursue a change in broker, particularly when the City's current relationship has been financially beneficial and is not problematic.

COUNCIL ACTION REQUESTED

Motion to receive and file

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/15/16
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of March 15, 2016.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Aldermen's Room

March 15, 2016 – 5:40 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Request from Director, Health & Human Services for review of 2015-2016 Food License 5:45 p.m.	Mount Kunt LLC d/b/a Indian Kitchen Pub & Grill 7107 S 76 th St Sudeep Mann, Agent			
Operator – New 2015-16 5:55 p.m.	Mandy L Mayrand 28911 Fir Lane Waterford, WI 53185 Swiss Street Pub & Grill			
Operator – New 2015-16 6:00 p.m.	Benjamin T Turowski 7144 S 47 th Place Franklin, WI 53132 7 Eleven			
Operator – New 2015-16	Shannon M Haley 8945 S 116 th St Franklin, WI 53132 Crossroads Pizza			
Operator – New 2015-16	Lauren B Nerby 3203 W Minnesota Ave Franklin, WI 53132 Kwik Trip #857			
Operator – New 2015-16	Jonah T Spaay 4444 W Central Ave Franklin, WI 53132 Chili's Bar & Grill			
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>Shw</i> <i>For</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 3/15/16
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1
<p>Attached are vouchers dated March 2, 2016 through March 10, 2016 Nos. 159981 through Nos. 160126 in the amount of \$ 714,941.81. Included in this listing are EFT's Nos. 3109 through Nos. 3116 and Library vouchers totaling \$ 7,507.16. Voided checks in the amount of \$ (100.00) are separately listed.</p> <p>Early release disbursements under Resolution 2013-6920 in the amount of \$ 312,393.32 are provided on a separate listing and are also included on the complete disbursement listing.</p> <p>The net payroll dated March 4, 2016 is \$ 370,331.71 previously estimated at \$ 348,000.00. Payroll deductions for March 4, 2016 are \$ 205,202.68 previously estimated at \$ 212,000.00.</p> <p>The estimated payroll for March 18, 2016 is \$ 355,000.00 with estimated deductions of \$ 373,000.00.</p> <p>Attached is a list of property tax refunds and settlements Nos. 16360 through 16364 dated March 2, 2016 through March 10, 2016 in the amount of \$ 559.10. Voided checks in the amount of \$ (8.89) are separately listed. These refunds have been released as authorized under Resolution 2013-6920.</p>		
<p style="text-align: center;">COUNCIL ACTION REQUESTED</p>		
<p>Motion approving net general checking account City vouchers in the range of Nos. 159981 through Nos. 160126 in the amount of \$ 714,941.81 dated March 2, 2016 through March 10, 2016.</p>		
<p>Motion approving the net payroll dated March 4, 2016 in the amount of \$ 370,331.71 and payments of the various payroll deductions in the amount of \$ 205,202.68 plus any City matching payments, where required.</p>		
<p>Motion approving the net payroll dated March 18, 2016 estimated at \$ 355,000.00 and payments of the various payroll deductions estimated at \$ 373,000.00, plus any City matching payments, where required.</p>		
<p>Motion approving property tax refunds and settlements Nos. 16360 through Nos. 16364 in amount of \$ 559.10 dated March 1, 2016 through March 10, 2016.</p>		