

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/18
REPORTS & RECOMMENDATIONS	Police Department Job Descriptions: Create Recruit Officer, Rename Inspector of Police, and Modify Emergency Services Dispatcher/Clerk	ITEM NUMBER G. 5.

The Police Department and the Police and Fire Commission have concluded that new ways to recruit police officers must be explored in order to address the shortage of qualified candidates seeking employment as a City of Franklin Police Officer.

One strategy to accomplish this is to create the position of Recruit Officer. Negotiations with the police union have resulted in a tentative memorandum of understanding on the criteria and compensation for this new position.

The Police Chief requests the position of Inspector of Police be changed to Assistant Chief of Police. The rank of Inspector can be confusing to citizens who sometimes mistake the position as that of an investigator. Other law enforcement agencies can also be confused as many departments do not have this rank and for those that do the rank is not the second in command. The rank of Assistant Chief of Police is more reflective of the position and role that person holds. No duties or responsibilities change and there is no change in compensation or benefits.

The Police Chief requests modifications to the Job Description for Emergency Services Dispatcher/Clerk to address additional duties and administrative changes in the position.

RECOMMENDATION

It is recommended the Common Council approve the creation of the position Assistant Chief of Police to replace the position of Inspector of Police.

It is recommended the Common Council approve the creation of the position of Recruit Officer.

It is recommended the Common Council approve changes to the Job Description for Emergency Services Dispatcher/Clerk.

CITY OF FRANKLIN
Job Description

Job Title: Recruit Officer

Department: Police

Appointing Authority: Chief of Police

Reports To: Captain of Police

Salary Grade:

FLSA Status: Non-Exempt

Prepared By: Chief Rick Oliva

Prepared Date: October 11, 2018

Approved By: Common Council

Approved Date:

Summary

The Recruit Officer is a sworn officer that attends a Wisconsin certified technical college Recruit Training Academy program. Upon graduation from the academy and receiving state certification to be employed as a Wisconsin Law Enforcement Officer, the Sworn Police Recruit is promoted to Patrol Officer. The Recruit Officer performs related duties as required to achieve successful results in support of the City's mission, goals, policies and objectives.

Essential Duties and Responsibilities

Essential duties and responsibilities include the following. Other duties may be assigned.

Attends, participates and successfully completes a Wisconsin certified police training academy and passes all required classes, scenarios, physical training and other assigned duties and tasks.

Performs rigorous physical training

Learns the use and care of firearms and other common defensive equipment as provided by the training academy

Learns to safely operate a motor vehicle under normal and emergency conditions

Understands and complies with oral and written directions

Complies with all policies, procedures, rules and regulations of the training academy and the Franklin Police Department.

Speaks clearly and learns to properly use police radio systems

Submit clear, comprehensive and accurate reports, legibly and with correct grammar and spelling

Learns to establish and maintain effective working relationships with those contacted in the course of employment, learns principles and practices of effective interpersonal communication and good customer service.

Understand, interpret and apply criminal and civil laws, court decisions, regulations, policies and procedures with particular reference to the laws of arrest, use of force, custody, search and seizure, juvenile laws and procedures, property crimes, crimes against persons, crimes against children, sex crimes, domestic violence, missing persons, weapons violations, alcohol, and controlled substances.

Demonstrates the ability to learn and implement police methods and procedures including patrol techniques, vehicle stops, response to crimes in progress, apprehension of suspects, defensive tactics, traffic enforcement, control and collision investigation, crowd control, and gang and terrorism awareness.

Demonstrates the ability to learn and implement crime scene management, forensics, collection, preservation and presentation of evidence; identification techniques; interviewing and interrogation techniques.

Performs other related duties as assigned.

Upon successful completion of academy instruction and graduation, the employee receives further training as a sworn Police Patrol Officer in the Field Training Officer Program and is responsible for performing related duties as required.

Any and all other duties as assigned by the Chief of Police.

Supervisory Responsibilities

None

Qualifications

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

Education and/or Experience

Possess a high school diploma or G.E.D. equivalent

Must have a minimum of 60 college credits from an accredited college. Must be accepted into a Wisconsin 720 hours basic law enforcement training course. An applicant must be at least 21 years of age at time of promotion to police officer.

Language Skills

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

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to work with mathematical concepts such as probability and statistical inference. Ability to apply concepts such

as fractions, percentages, ratios, and proportions to practical situations.

Reasoning Ability

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

Computer Skills

To perform this job successfully, an individual should have knowledge of Microsoft Word and other police department related software. Ability to work with various computer hardware and other computer related equipment. Must be able to keyboard 25 words per minute.

Certificates, Licenses, Registrations

Valid Wisconsin Driver's License

Earn a current Basic Law Enforcement Training Certification

Maintain Intoximeter Certification

Maintain CPR/First Aid Certification

Firearms Certification.

Physical Demands

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment

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

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

Other Qualifications

Tools and Equipment: Police car, police radio, handgun and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, fax, copy machine, calculator, keyboard, intoximeter, ECD and oleoresin capsicum spray.

Other Skills and Abilities

Obtain thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment. Ability to learn the applicable laws, ordinances, and department rules and regulations

Skill in operating the tools and equipment listed above.

Ability to perform work requiring good physical condition and stable/balanced mental condition

Ability to establish and maintain effective working relationships with peers, and supervisors.

Ability to identify problems and opportunities, reviewing possible alternative course of action before selecting one, utilizing information resources available when making decisions, sometimes under extreme pressure or stress.

Ability to develop feasible realistic solutions to problems, recommending actions designed to prevent problems from occurring and referring problems to supervisions when necessary.

Ability to establish systematic methods of accomplishing goals.

Ability to effectively convey ideas and information both in written and oral form

Ability to effectively read and understand information contained in memos, reports, bulletins, etc.

Ability to evaluate or make independent decisions, based upon experience or knowledge, without supervision, sometimes under extreme pressure or stress.

Ability to follow instructions from supervisor, verbally or in written form.

Ability to set priorities in order to meet assignment deadlines

Any and all other duties as assigned by the Chief of Police.

Miscellaneous

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

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

CITY OF FRANKLIN

Job Description

DRAFT

Job Title: ~~Inspector of Police~~ Assistant Chief of Police

Department: Police

Appointing Authority: Chief of Police/Fire and Police Commission

Reports To: Chief of Police

Salary Level: Management/Administrative/Supervisory Level IX Salary Grade 13

FLSA Status: Exempt

Prepared By: Rick Oliva, Chief of Police

Prepared Date: October 2, 2018

Approved By: Res. 2018-xxxxx Common Council

Approved Date: 10/xx/2018

Summary:

The Assistant Chief of Police acts on behalf of the Chief of Police in the Chief's absence. As Operations Commander of the Police Department, including special unit services, investigative services, and administrative/communications services, the Assistant Chief of Police is second in command of the Police Department. The Assistant Chief of Police assists in the administration of the department, serves as immediate supervisor to Police Captains, and coordinates department grants.

Essential Duties and Responsibilities:

Supervises personnel through subordinates including the evaluation of performance and the imposition of discipline or other personnel action in accordance with established department policies and procedures.

Responsible for assisting the Chief of Police in ensuring adequate staff and organizational development through proper training, staffing and equipping of Police Department personnel.

Supervise the scheduling and coordination staffing of police supervisory and command staff.

Review a variety of police related reports prepared by subordinate officers or others.

Allocates resources, manpower and equipment as necessary to accomplish the departments operational goals and objectives

Coordinates deployment of personnel during emergency responses.

Maintains a thorough knowledge of current police procedures, policies and techniques.

Oversee and participate in the investigation of complaints made against officers and other

employees of the department; review written material for completeness and develops and coordinates maintenance of various files for discipline and grievance matters. Maintain contact with police supervisory personnel to coordinate investigation activities, provide mutual assistance during emergency situations and provide general information about department activities.

Maintain contact with general public, court officials, and other City officials in the performance of police activities.

Conduct periodic performance evaluations of police lieutenants Captains. Counsel assigned personnel on job performance and disciplinary matters. Insures supervisory and command staff submit evaluations on a timely basis.

Maintain normal availability by radio, telephone, or pager for consultation on major emergencies or precedents.

Carry out duties in conformance with Federal, State, County, and City laws and ordinances.

Prepare a variety of reports and records.

Review, evaluate, and develop programs, policies and procedures for various departmental operations.

Coordinate activities with supervisors or other City departments; exchange information with officers in other law enforcement agencies, the District Attorney's Office, Circuit Court, and other government agencies; Obtain advice from the City Attorney regarding cases, policies and procedures.

Assist in the preparation and administration of the department's budget.

Coordinates all Department grants requested and/or received.

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

Attends meetings, training sessions and seminars as required to remain knowledgeable of City/departmental operations, to promote improved job performance, and to stay current with changing policies and procedures, codes, and criminal/civil case law.

Direct the activities of the Police Department in the absence of the Chief of Police and assist the Chief on a daily basis with planning and operational matters.

Oversee and assist, as needed, in the response to emergency radio calls and investigate robberies, civil disturbances, domestic disputes, fights, drunkenness, missing children, abuse of drugs, etc. Take appropriate law enforcement action.

Develop new approaches Police Department operations.

Analyze and recommend improvements to equipment and facilities, as needed.

Schedule and conduct meetings when necessary.

Maintain departmental equipment, supplies and facilities.

Perform other duties as assigned by the Chief of Police.

Supervisory Responsibilities:

The Assistant Chief of Police works independently under the direction of the Police Chief.

Directly supervises command officers and indirectly supervises other department personnel through subordinates.

Responsible for the overall direction, coordination, and evaluation of the police department in the absence of the Chief of Police. Carries out administrative, command, and supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

Qualifications:

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

Education and/or Experience:

Bachelor's Degree from a four-year college or university in police science, criminal justice, public administration or related field. A minimum of ten (10) years of law enforcement experience of which at least five (5) years is in a supervisory or command level position.

Language Skills:

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

Mathematical Skills:

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

Reasoning Ability:

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

Computer Skills:

To perform this job successfully, an individual should have knowledge of Microsoft Excel Spreadsheet software and Microsoft Word software. Ability to work with various computer hardware and other computer related equipment.

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

Certificates, Licenses, Registrations:

Valid Wisconsin Driver's License

Maintain a current Basic Law Enforcement Training Certification

Firearms Certification, and must qualify for firearms four times annually.

Physical Demands:

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

While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms and talk or hear. The employee is frequently required to stand; walk and sit. The employee is occasionally required to climb or balance; stoop, kneel, crouch, or crawl and taste or smell. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

Work Environment:

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

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles and outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions; moving mechanical parts; high, precarious places; toxic or caustic chemicals; risk of electrical shock; explosives and vibration. The noise level in the work environment is usually moderate. At certain times the noise level may be very loud (fire arms training and emergency vehicle response).

Other Qualifications:

Tools and Equipment Used: Police car, police radio, handgun and other weapons as required, baton, handcuffs, first aid equipment, personal computer, telephone, fax, copy machine, calculator, typewriter, intoximeter, and oleoresin capicum spray.

Other Skills and Abilities:

Must meet the Department's physical ability standards.

Thorough knowledge of modern law enforcement principles, procedures, techniques, and equipment.

Thorough knowledge of the City's geography.

Thorough knowledge of applicable laws, ordinances, and department rules and regulations

Ability to effectively communicate in writing and verbally.

Ability to establish and maintain effective working relationships with subordinates, peers and supervisors.

Ability to follow and provide verbal and written instructions.

Ability to meet the special requirements listed below.

Ability to determine and release appropriate information to news media.

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

Miscellaneous:

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

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

CITY OF FRANKLIN
Job Description

Job Title:	Emergency Services Dispatcher/Clerk
Department:	Police
Reports To:	Communication Supervisor
Appointing Authority:	Chief of Police
Salary Level:	As determined per WPPA Union Contract <u>Salary Grade 5</u>
FLSA Status:	Non-Exempt
Prepared By:	Kenneth W. Bohn, Chief of Police <u>Rick Oliva, Chief of</u> <u>Police</u>
Prepared Date:	January 27, 2003 <u>October 10, 2018</u>
Approved By:	Res. 2003-5541 <u>Common Council</u>
Approved Date:	6/3/03

Summary

The Emergency Services Dispatcher/Clerk performs critical communication services and a variety of routine clerical, administrative and technical work in receiving and dispatching routine and emergency information; keeping official records; and assisting in the administration of the standard operating policies and procedures of the communications/department records center.

Essential Duties and Responsibilities

Monitor telephones and radio in the dispatch center, answer all incoming calls, and ascertain nature of call, gather all necessary information to transmit or relay.

Dispatch police, fire, emergency medical service, and other response vehicles for emergency and non-emergency responses; broadcast nature, location, and time of incident; contact all required personnel and other local concerns such as the fire department in the event of an emergency situation; insure the presence of reserve units by contacting personnel designated for on-call; relay information as required. Perform Emergency Medical Dispatch (EMD) inclusive of providing pre-arrival instructions when requested. Following Milwaukee County EMS protocol when applicable

Maintain logs on radio and telephone communications, location of personnel and equipment; in the event of an emergency situation, maintain on-going contact with the responding personnel and keep them informed of all incoming pertinent information; keep track of various information such as traffic lights out, streets closed, etc., and keeps emergency personnel informed.

Maintain dispatch center work area and equipment in clean and working condition.

Operate radios as needed and assist in radio communications; operate base radio as required.

Compose, type, and edit correspondence, reports, memoranda, and other material requiring judgment as to content, accuracy, and completeness.

Input data to standard office and department forms, both manual and automated; make simple postings to various reports; compile and tabulate data.

Assist citizens that come into the station who wish to speak to an officer by obtaining information from them through perceptive questioning. Also assisting citizens who wish to pay citations or come into the station for other reasons and treating them with courtesy and dignity.

Maintain dispatch documents and records; prepare case reports.

Exercises rational judgment in all job responsibilities.

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

Other duties as assigned by the duty supervisor.

Any and all other duties as assigned by the Chief of Police.

Supervision

The Emergency Services Dispatcher/Clerk works under the supervision, direction, and guidance of the Emergency Services Communications/Clerical Supervisor, or duty supervisor in the absence of the Emergency Services Communications/Clerical Supervisor.

Education and/or Experience

Graduation from high school or GED equivalent. No specific work experience is required. Must be able to type at least 35 words per minute and pass the Public Safety Telecommunicator Exam, according to Civil Service Guidelines.

Language Skills

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

Mathematical Skills

Ability to add and subtract two digit numbers and to multiply and divide with 10's and 100's. Ability to perform these operations using units of American money and weight measurement, volume, and distance.

Reasoning Ability

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

Computer Skills

Ability to learn and efficiently use various computer programs including Microsoft Word, Computer Aided Dispatch, telephone and records systems, and other systems that are or may be adapted for use by the police department is required.

Certificates, Licenses, Registrations

Certification on the State/National Computer System – TIME Certification

Health Care Provider CPR (~~necessary for EMD~~) will be provided when full EMD is established.

Physical Demands

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

While performing the duties of this Job, the employee is regularly required to sit; use hands to operate, handle, or feel; reach with hands and arms and talk or hear. The employee is occasionally required to *stand* and walk. The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision and peripheral vision.

Work Environment

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

The noise level in the work environment is usually moderate.

Other Qualifications

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

Ability to report to work on time.

Ability to be available for work.

Ability to maintain confidentiality of information.

Ability to apply department policies and procedures in daily operations.

Ability to handle stressful situations.

Skill in operation of the listed tools and equipment.

Ability to make quick decisions in the absence of clearly defined procedures.

Ability to enter, retrieve and analyze computer information quickly and accurately.

Ability to effectively meet and deal with the public.

Ability to perform cashier duties accurately, *inclusive of balancing a cash register.*

Ability to adjust to changes in the organization.

Ability to be positive in response to management directions.

Other Skills and Abilities

Tools and equipment used: Personal computer including word processing software, copy machine, fax machine, telephone communications switchboard including Computer Aided Dispatch (CAD), cash register, dictation machine and radio.

Monitor individuals in holding cells for proper conduct, safety, medical and other needs.

Assist in training new employees.

Monitor all weather warning systems.

Monitor all security cameras/alarms.

Balance cash register

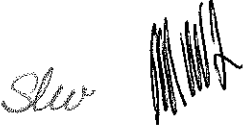
~~Assist in the maintenance of the police department cash register by balancing monies and forwarding categorized items to the City Treasurers Office as needed.~~

Miscellaneous

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

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

~~Last Update: May 7, 2003~~

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/2018
REPORTS & RECOMMENDATIONS	Approval of a Letter of Understanding Between City of Franklin and the Franklin Police Officers Association Regarding Pay and Working Conditions for Officers Attending a Training Academy Incorporated as an Attachment to the 2018-20 Contract Settlement	ITEM NUMBER <i>G.6.</i>

At their meeting of August 21, 2018, the Common Council recommended that the necessary steps be taken to create a Recruit Officer position to enhance the ability of the City to fill Police Officer vacancies. The job description is being presented to the Personnel Committee and a request for its approval is addressed elsewhere on this agenda.

The position would become a represented employee covered under the labor agreement with the Wisconsin Professional Police Association, Local #280. As such, a Letter of Understanding (LOU) is necessary to address the application of the wages, hours, and working conditions for the position, particularly as it relates to the current labor agreement. The attached LOU addresses the concerns.

The LOU requires that an individual taking this position execute an "individual contract" that stipulates they will reimburse the City, on a prorated scale, for established liquidated damages should the individual not work at least 36 months after completing the academy. The intent of this Council Action Sheet and of the LOU if approved as presented is that the "individual contract" will be an administrative document prepared by the Director of Administration and executed as part of the administrative process of hiring. As such, each such document will not require individual approval by the Common Council and the Director of Administration is authorized to execute the contract on behalf of the City.

The Police Chief indicates that the Union has agreed to the terms as presented on the attached document. The Police Chief and Director of Administration recommend approval.

COUNCIL ACTION REQUESTED

Motion to approve the Letter of Understanding between the City of Franklin and the Franklin Police Officers Association Regarding Pay and Working Conditions for Officers Attending a Training Academy and to authorize the Director of Administration, as an administrative Human Resources step, to prepare and execute the individual contracts provided for therein.

**Letter of Understanding
Between
City of Franklin and the Franklin Police Officers Association
Regarding Pay and Working Conditions for Officers Attending a Training Academy
Incorporated as an Attachment to the 2018-20 contract settlement**

The City is experiencing challenges in hiring and retaining employees that have not yet obtained Law Enforcement Standards Board (LESB) certification. In an attempt to address these concerns, the City and the Association have entered into this letter of understanding. In consideration of a mutual desire on both parties to hire, train and retain the best possible new employees, the parties agree to the following modifications to the collective bargaining agreement solely for those employees who are hired by the City as a Police Officer but still need to complete preparatory training at an LESB approved basic training academy (academy) to become a certified law enforcement officer. For those employees (hereinafter called "Recruit Officers") the following provisions apply:

1. Upon hire the Recruit Officer is a full-time active employee of the City and a member of the public safety bargaining unit.. The Recruit Officer's primary responsibility is to participate and satisfactorily complete LESB certification through an academy.
2. Provided the Recruit Officer meets any such eligibility requirement for such compensation or benefit, the Recruit Officer shall receive all of the compensation and benefits that any full-time employee would receive except as specifically modified by this letter of understanding. All the terms of the collective bargaining agreement will apply to the Recruit Officer unless specifically modified by this letter of understanding. The parties recognize that certain provisions of the collective bargaining agreement such as shift selections may not be easily adapted to a Recruit Officer's basic academy assignment. In the event there is a question in terms of how a Recruit Officer's schedule or conditions of employment relates to a provision of the collective bargaining agreement the City and the Association will meet to discuss acceptable equitable solutions. If that discussion is unsuccessful in resolving the dispute, the City and the Association will retain their respective rights and arguments under the current provisions of the collective bargaining agreement.
3. The normal workweek for the Recruit Officer will be eight hours a day, Monday through Friday, five (5) workdays on, two (2) weekend days off. The final schedule, however, will be dictated by the schedule of the academy training.
4. Recruit Officers will receive time and a half overtime pay for any hours worked in excess of 40 hours in a workweek for the City of Franklin. Recruit Officers must receive permission from a supervisor prior to working any overtime.
5. The hourly rate of pay for starting Recruit Officers shall be 60% of the rate in effect for starting patrol officers outline in Article VI. Recruit Officers will advance on the wage steps in the same time periods as any newly hired officer; however, while they are a Recruit Officer they will receive 60% of the published wage for their time of service. Effective the day after satisfactory completion of a LESB training academy, the Recruit Officer's title will be changed to "Police Officer." At that point they will be advanced to Step #1 in the pay scale for a starting officer.
6. Recruit officers shall not be eligible for a clothing allowance.
7. The date of hire for seniority purposes of the Recruit Officer is defined in Article XXII of the collective bargaining agreement.
8. Recruit Officers shall serve a Probationary Period starting from the day that they are hired as a Recruit Officer and until 1 full year as a Police Officer has been completed.
9. All costs of this academy shall be borne by the City. Time spent in training shall be compensated at the employee's regular hourly rate. Travel time between the school and Employee's home shall not be compensated.

Letter of Understanding

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10. If the Recruit Officer chooses to leave the employment of the City within thirty-six (36) months of completion of the academy and takes another law enforcement position, the Recruit Officer agrees to reimburse the City for costs paid for background checks, physical and psychological testing, training and equipment, and wages above minimum wage that were paid on behalf of the Recruit Officer. Those costs are expressed as liquidated damages in the following amounts: 1. Up to 9 months after certification: \$6,000.00, 2. More than 9 months to 18 months after certification: \$4,500.00 3. More than 18 months to 27 months after certification: \$3,000.00 4. More than 27 months to 36 months after certification: \$1,500.00. 5. More than 36 months after certification: No reimbursement required.
11. This reimbursement requirement will be considered null and void if the Recruit Officer does not pass the academy requirements or if the Recruit Officer is terminated by the City, granted a severance based on medical unfitness for duty, or for a military call-up. The City may also, on its own discretion, waive the reimbursement in full or in part for any reason it believes to be appropriate. If a Recruit Officer does not successfully complete the academy or gain LESB certification, the Recruit Officer's employment with the City shall be severed with no recourse to the grievance procedure.
12. Prior to hiring and as a condition of employment, a Recruit Officer candidate will execute an individual contract that reflects this letter and the agreement of the Recruit Officer to be bound by the reimbursement provision of this letter of understanding. The form of the letter is determined by the City and will include a requirement that the individual agrees that the City may withhold or deduct from wages or other payments owed by the City to the individual if the individual leaves employment and owes a reimbursement to the City.
13. This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.
14. This Agreement shall expire on [Date of collective bargaining agreement].

Dated this ____ day of _____, 2018

CITY OF FRANKLIN

WISCONSIN PROFESSIONAL POLICE
ASSOCIATION LAW ENFORCEMENT
EMPLOYEE RELATIONS DIVISION
FRANKLIN POLICE OFFICER ASSOCIATION
LOCAL #280

Steve Olson, Mayor

xxxxxx, WPPA Business Agent


Mark Lubarda, Director of Admin

Jesse Hintz, President Local #280

Rick Oliva, Chief of Police

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/2018
REPORTS & RECOMMENDATIONS	Building Inspection Department Service Improvement Initiative	ITEM NUMBER G.7.

Scott Satula, Building Inspector, has now been with the City full-time since early July. At the urging of the Mayor, Scott has used that time to evaluate operations. The purpose of this email is to inform the Aldermen as to a variety of efforts being undertaken by the Mayor and the Building Inspector and additional steps the Common Council can take that will be forthcoming to enhance customer service and to rebrand the department, in a sense, to try to emphasize a focus on customer service and conform to contractor expectations, while retaining the City's emphasis on code enforcement and public safety. The first of those items, the addition of a Permit Technician, was in the Mayor's Proposed 2019 Budget, and the job description is on the agenda for this meeting. Following are some further steps that are moving forward.

1. **Proposed Department Name Change: "Inspection Services"**

One of the primary goals of the Mayor and the Department is to improve customer service. The Department name change maintains the broad scope of the work performed ("Inspection") and emphasizes the goal to provide great customer service ("Services"). It also helps to soften the legacy reputation of a typical Building Inspection Department. While the primary function of a Building Inspection Department is regulation, there are other methods and procedures that can be implemented to help reduce the burden of obtaining a permit and improve the relationship with the customers. Putting "Services" right in the title will help to emphasize and highlight this effort. The request to take this action will be incorporated into the ordinance to adopt the 2019 Budget.

2. **Proposed Job Title Changes:**

Satula – Director of Inspection Services (DIS)

Ketterhagen – Chief Building Inspector instead of First Assistant Building Inspector

Fell, Juerisson, Hendrix – Building Inspector instead of Assistant Building Inspector

Froemming – Chief Electrical Inspector instead of Electrical Inspector (*In addition to his regular duties and subject to approval by the DIS, the Chief Electrical Inspector will be responsible to render final determination on all matters related to local administration of the Electrical Code.*)

Moehle – Chief Plumbing Inspector instead of Plumbing Inspector (*In addition to his regular duties and subject to approval by the DIS, the Chief Plumbing Inspector will be responsible to render final determination on all matters related to local administration of the Plumbing Code.*)

These job titles use more common terminology in the industry and will help emphasize the higher level specific experience and training held by the plumbing and electrical inspectors. Updated job descriptions with these titles are expected to go the Personnel Committee in November for Council action thereafter.

3. **Change of Business Hours in the Building Inspection Department: 8 a.m. to 4:30 p.m.**

The Building Inspector firmly believes that contractors and homeowners will be better served by starting services earlier in the day because this aligns more closely with typical construction schedules. To this end, it is also consistent with the hours of operations of many other surrounding

communities' inspection departments. Additionally, it aligns the department's closing with the service hours of the Treasurer's Office, which helps to allow customers to pay for permits. Currently, staying open until 5 p.m. creates an inconvenience for those residents/contractors wanting to pay with credit card, and if they pay with cash, the department holds the funds overnight in a less secure location, while the customer has to make another trip back to City Hall to pick-up their permit. The Mayor, under his statutory authority as the City's Chief Executive Officer, has authorized the change effective Monday, November 5, 2018. A notice will be posted for the next two weeks prior to implementation.

4. **Implement Inspector Field Inspection Schedule Flexibility based on Workload & Need:** 7:30-4:30

Although the Department will be opening earlier, many contractors desire an even earlier inspection appointment than provided by the City's operations since the contractors often have earlier start times. The Department routinely receives requests from contractors to have inspections done either late in the day (after normal inspection hours) or early in the morning (before normal inspection hours). Current "field inspection" hours are 10 a.m. to Noon and 1:30 p.m. to 3:30 p.m. The somewhat rigid schedule causes an unnecessary inconvenience to owners and contractors. As such, some flexibility for early inspections would be an advantage to owners by providing inspection appointments at an earlier time so as to help accommodate their work schedule. Going forward, there is no doubt that inspection activities will significantly increase with the recent jump in new commercial construction activity and residential development. As such, the need to have some flexibility with departmental schedules will help to accommodate customer needs. Although staffing levels prohibit fully staffing 7:30 a.m. to 5 p.m. every business day, greater flexibility to address this service demand will be an enhancement to services. This flexibility is already available to the Building Inspector in accordance with existing adopted policies and the Mayor is encouraging him to take advantage of this authority to enhance service delivery where possible and appropriate.

5. **Early Plan Reviews:** The Department has already instituted allowing plan reviews in advance of final approvals of the Plan Commission, Common Council, or other department approvals, when appropriate. Given payment of the plan review fees, the early reviews can substantially speed up issuance of a building permit. Although there is some risk of a duplication of effort and the potential for a business to have to pay a second plan review fee (for example if the Plan Commission or Common Council imposes substantial changes), the potential of accelerating release of a building permit is highly desirable to many businesses.
6. **Permit Technician:** Creation of a Permit Technician position was pursued by the Building Inspector and recommended by the Mayor to help enhance departmental operations. The topic was already addressed in and discussed in conjunction with the Mayor's 2019 Proposed Budget process. The job description is on this agenda.
7. **Employee Retention:** The Building Inspector has been monitoring the demand for Building, Plumbing, and Electrical inspectors. There is a significant shortage across Wisconsin for these positions. The City has experienced these challenges in recent years with significant difficulty in filling vacancies. This is a potentially significant issue for the City as the TIF district development and other development require that the City stay fully staffed and fully prepared to service the construction demand. The Mayor is keenly aware of the priority need for this department to be able to provide consistent and timely services. In order to help retain our highly-competent existing staff, the Mayor

has, therefore, recently used the authority established for him in the compensation plan and the existing appropriations available for limited advancement of field inspector's wages to, or closer to, the Market Rate.


8. **Potential Ordinance Changes:** The Department will be reconsidering ordinances that create a different or higher level of requirements for Franklin businesses and residents than are otherwise required by State statutes or by surrounding communities. For example, Franklin homeowners are required to use contractors for numerous smaller plumbing or electrical projects that, per statute, the homeowner could do themselves. Given Franklin has a full-time Master Plumber and Master Electrician on staff, homeowners can get the proper oversight and input they need in performing such tasks for themselves where they are able. The Department expects to bring these forward throughout the next few months.

The current and planned improvements being addressed by the Mayor, the Director of Administration, and the Building Inspector will reflect the type of changes trending throughout local Inspection Services Departments across the country. Additionally, going forward, the Department will work to identify and implement new policies and procedures that benefit our customers. The hope is that the Department's customers will see positive changes taking place in the Department and will be more inclined to utilize our services.

COUNCIL ACTION REQUESTED

No action is required.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/2018
REPORTS & RECOMMENDATIONS	Approval of the Job Description for Permit Technician	ITEM NUMBER G.8.

The attached newly created job description for Permit Technician in the Building Inspection Department is being presented to the Personnel Committee at their meeting of October 15, 2018. This job description was prepared by both the Building Inspector and Human Resources Coordinator and addresses the position as provided for in the Mayor's Recommended 2019 Budget.

The Director of Administration will apprise the Council on the action taken by the Personnel Committee on this job description.

COUNCIL ACTION REQUESTED

A motion to approve the newly created job description for Permit Technician in the Building Inspection Department as recommended by the Personnel Committee.

CITY OF FRANKLIN
Job Description

Job Title: Permit Technician

Department: Building Inspection

Reports To: Building Inspector

Salary Level: Salary Grade 6

FLSA Status: Non-Exempt

Prepared By: W. Scott Satula, Building Inspector

Prepared Date: 10/10/2018

Approved By: Common Council

Approved Date:

Summary:

Under the direct supervision of the Building Inspector, provides skilled residential and non-construction related commercial building inspections, assists in permit intake and review, issues permits and manages complaints to assure compliance with City/State/Federal codes and ordinances.

Essential Duties and Responsibilities:

Assists front office staff with answering calls and serving customers at counter.

Processes "over-the-counter" permits for alterations, repairs and other small projects involving one & two-family dwellings.

Assists with scheduling inspections.

Assists in conducting liquor license inspections.

Provides coverage for other inspectors performing inspections on one & two-family dwellings.

Research, inspect, and takes appropriate action involving property maintenance, abandoned vehicle and other complaints routinely received by the Department of Building Inspection.

Prepares and issues notices & orders to property owners relating to nuisance complaints.

Maintains records of referrals and complaints on Department software program.

Inspects new & existing residential buildings for compliance with the Uniform Dwelling Code Construction & HVAC Codes.

Interprets legal requirements and recommends compliance procedures to property owners.

Inspects alterations and repairs of one & two-family buildings and premises for code compliance.

Answers building and zoning questions through e-mail, over the phone and at the counter.

Assists in the coordination of overlapping functions in other departments.

Consults with the City Attorney's Office in the issuance of citations and summons for prosecution regarding persons or firms violating City codes or ordinances.

Represents the City in Municipal Court for pre-trials and trials.

Testifies in court.

Maintains a variety of departmental reports, records, construction plans and surveys.

Recommends changes in procedures and processes to improve efficiency.

Performs other duties as assigned.

Peripheral Duties:

Position will also serve to assist and provide coverage for the Secretary and Permit Clerk positions in the Department.

Minimum Qualifications:

Education and Experience:

Graduation from high school or GED equivalent is required. A degree in architecture, construction management or closely related field; or 1-3 years previous experience in a municipal building inspection department or general building construction/building trades; or an equivalent combination of education and experience is required.

Language Skills:

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

Mathematical Skills:

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

Reasoning Ability:

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

Necessary Knowledge, Skills, and Abilities:

Working knowledge of zoning codes and their enforcement, building codes, construction standards and practices, and the ability to explain in general terms their requirements.

Working knowledge of building materials and their applications.

Basic knowledge of the Inspection Department computer programs and the ability to teach the operation of the systems to others.

Ability to demonstrate strong values in communication, teamwork, safety, initiative, continuous improvement and maintaining a positive work environment.

Skill in operation of listed tools and equipment.

Maintains prompt, predictable, and regular physical attendance.

Provides truthful and accurate written and verbal communications.

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

Ability to maintain effective working relationships and other departments, appointed officials, elected officials, and the public.

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

Certificates, Licenses, and Registrations:

DSPS inspector certifications in Uniform Dwelling Code Construction and HVAC are required within 6 months of employment.

Valid driver's license.

Supervision Received:

Works under the general supervision of the Building Inspector.

Responsibility for Public Contact:

Daily contact requiring courtesy, discretion, and sound judgment.

Tools and Equipment Used:

Personal computer including word processing, permit tracking, complaint tracking, GOVERN, GIS, database and spreadsheet software, copy machine, fax machine, calculator, radio, and telephone.

Physical Demands:

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

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

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

Work Environment:

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

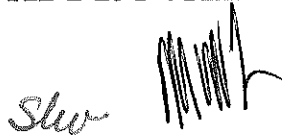
Work is performed in outdoor settings in the inspection of various land use developments and construction sites. Work is also performed in an office setting. The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

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

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

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/2018
REPORTS & RECOMMENDATIONS	Consideration of Transition Steps for Migration to Wisconsin Retirement System (WRS) for Eligible Employees	ITEM NUMBER G.9.

At their meeting of October 2, 2018, the Common Council approved a motion to "to support the pursuit of the City of Franklin migrating its general, non-represented employees to the Wisconsin Retirement System (WRS) for pension purposes effective January 1, 2019 and to direct the Director of Administration to address remaining implementation issues with the Personnel Committee and to return to the Common Council with a "Resolution of Inclusion under WRS" prior to November 15, 2018."

The attached document presents the strategies for transitioning employees to WRS. The intent of this Council Action Sheet is for the Common Council to identify strategies that can be communicated with and explained to employees and can become the basis for any plan design changes that need to be drafted and implemented prior to the end of the year. The changes do not have to be approved in final form prior to adoption of the WRS's Resolution of Inclusion. It is, nonetheless, very important that they be clearly understood by employees prior to each eligible employee making a determination as to whether or not to elect to participate in WRS.

The general philosophy incorporated in structuring the steps is that it is not the intent of the migration to reduce the pension benefits, but, rather, to allow the City to gain the operational benefits of WRS. As such, the transition steps reflect the goal of retaining earned benefits. For example, employees with current years of service in the City's plan should be able to have their retirement benefit calculated against the same average compensation that would have been used by the plan had the employee not moved to WRS. Doing things in this way, there is no harm to the City (as it just reflects the obligations the City already expects) and there is no harm to the employee in calculated benefits for years of service that remain in the current plan.

It is important to note that the document is still under review by the labor/benefits attorney, Matt Flanary, and the Personnel Committee. Any recommended changes will be brought to the attention of the Common Council. Additionally, it notes that the document is not likely inclusive of every detail, and some related, tangential, or consequential action may be incorporated in the final documents that will result from the requested Council Action, if approved.

Additionally, it is important to note that this document clearly notes that the City retains all of its rights under the plan(s), which includes the ability to modify or terminate the plan(s) at its sole discretion.

The Director of Administration recommends approval.

COUNCIL ACTION REQUESTED

Motion to direct the Director of administration to work with labor counsel to prepare the necessary actions and plan amendments to incorporate the strategies set forth in the document titled "Transition Steps for Migration to WRS for Eligible, Non-Protective Service Employees: Impact on Employees and Existing Pension Plans" into the City of Franklin Defined Contribution Retirement Plan, the City of Franklin Defined Benefit Retirement Plan, the Employee Handbook, and the Civil Service Personnel Administration Manual.

Transition Steps for Migration to WRS for Eligible, Non-Protective Service Employees: Impact on Employees and Existing Pension Plans

DRAFT WORKING DOCUMENT:
Please note that this document
remains under review by staff
and the benefits attorney. It
may not be inclusive of each
detailed step required.

The following information reflects changes to the current pension plans (the "Principal DB Plan," the "Principal DC Plan" or the "Principal Plans") and information to be distributed to employees if the City is to migrate to the Wisconsin Retirement System ("WRS") for eligible, non-protective service employees effective January 1, 2019.

Defined Benefit Plan

I. Any active employee in the Principal DB Plan with creditable service in 2018 who elects as of 1/1/2019 to participate in WRS will, at the time of retirement, have a benefit under both the Principal DB Plan and under WRS, but the benefits will not duplicate each other. The WRS benefit will be based upon service and covered compensation after 12/31/2018. The Principal DB Plan benefit will be based upon that plan's definition of Average Compensation applied to the 10 latest years of compensation with the City when the individual retires, whether or not the years were creditable service under the Principal DB Plan. [Summary: continue average compensation adjustments]

II. Any active employee in the Principal DB Plan with creditable service in 2018 who elects as of 1/1/2019 to participate in WRS shall have their vested rights under the Principal DB Plan determined, at retirement, based upon all service with the City, including service before and after 12/31/2018 (with service after 2018 required to be continuous service with 12/31/18), based upon the vesting requirements in place on 1/1/18. [Summary: vest prior years of service that would have ultimately vested.][Please note: This item is under further discussions with the benefits attorney and additional consideration or information may be provided.]

III. The Principal DB Plan may be frozen at any time and the City may want to exercise that right to freeze the Principal DB Plan to exclude any additional years of creditable service beginning 1/1/2027. [This provides for someone who is currently considering the age 62 early retirement provision to then work to normal retirement at age 65.]

IV. Employees electing to stay in the Principal DB Plan should anticipate and consider that the multiplier will not get better (increase) and the mandatory contribution (8.2%) will not be reduced. Additionally, the multiplier may be reduced at any time (but not likely in the next 5 years) for new creditable service (and not likely to be reduced below the multiplier provided by WRS at that time). The mandatory contribution rate may or may not be reduced in conjunction with any such change in the multiplier. [Summary: Current Principal DB Plan benefits may be reduced after 5 years, but are not being reduced at this time.]

V. Termination of the Principal DB Plan is not being addressed or considered at this time, but may be addressed or considered at some future time. It would be done in accordance with applicable laws. It is expected that no such action on termination would be taken prior to 1/1/24 at the earliest. Nonetheless, no action taken or considered herein shall prohibit the City from being able to terminate the plan **at any time at its sole discretion** provided it is done in accordance with applicable law and provided the City addresses all IRS distribution procedures and options. [Summary: City preservation of

rights to terminate the Principal DB Plan, although no consideration is expected to be given until after 5 years.]

VI. Since the City may elect to terminate the Principal DB Plan at some point, it is best to change eligibility language to encourage a voluntary election to move to WRS everyone who can obtain full vesting within WRS. Employees who do not elect to select WRS participation should anticipate that at any point after 5 years (1-1-24) the Principal DB Plan may be terminated by the City, as noted above, and those individuals will not have the right to enroll in WRS while employed by the City at that time.

Additional Notes:

1. Whether there is new money or just past creditable service, the Principal DB Plan stays open until the last retiree is out, unless terminated in accordance with applicable law.

2. The Principal DB Plan and WRS, at the most basic benefits level, are very comparable plans. In WRS the multiplier is 1.6 but the employee will have an additional 1.65% in wages that can be invested in deferred compensation with a 6% to 9% earnings, which is roughly similar to the Principal DB Plan's current 1.98 multiplier, depending upon longevity and the rate of investment earnings.

Defined Contribution Plan

I. Allowance for new deposits may be discontinued at any time, and the City may want to specifically consider such a change as early as 1/1/27 (except as noted below). [Impact: Anyone not likely to achieve vesting in WRS or certain part-timer employees not eligible under WRS can remain in the Principal DC Plan and still get the City matching contribution.]

II. The City may elect to terminate the Principal DC Plan or discontinue new contributions at some point, but will not set a date at this time. It is best, therefore, to encourage a voluntary election to move to WRS everyone who can obtain full vesting within WRS. Employees who do not elect to select WRS participation and anticipate they may work for more than 5 years, put themselves at potential risk of not earning any additional retirement benefit at some point.

III. Termination of the Principal DC Plan is not being considered at this time, but may be considered at some future time. It would be done in accordance with applicable law. It is expected that no such action on termination would be taken prior to 1/1/24 at the earliest. Nonetheless, no action taken or considered herein shall prohibit the City from being able to terminate the Principal DC Plan **at any time at its sole discretion** provided it is done in accordance with applicable law and provided the City address all IRS distribution procedures and options. [Summary: City preservation of rights to terminate the Principal DC Plan, although no consideration is likely until after 5-8 years.]

IV. Part-time employees currently eligible to participate in the Principal DC Plan but not eligible under WRS may continue to participate in the Principal DC Plan as long as their eligibility remains intact and the Principal DC Plan remains open to new creditable service. If anyone is ultimately negatively impacted by this action, the City may at that time elect to address the circumstance in some manner or other.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE October 16, 2018
Reports & Recommendations	A RESOLUTION FOR FINAL CHANGE ORDER # 2 TO JANKE GENERAL CONTRACTORS, INC. FOR AN INCREASE OF \$8,764.70 FOR CONSTRUCTION OF RIVER PARK PATH BRIDGE	ITEM NO. <i>G.10.</i>

BACKGROUND

The construction of the River Park Path Bridge is complete. This is a pathway and bridge connecting W. River Park Court and S. River Lane. The contractor is Janke General Contractors, Inc. (Athens, WI) and the contract was awarded for \$290,436.89 and subsequent +\$8,764.70 change order for railing brought the contract amount to \$291,272.86.

This is a unit price contract in that the total amount due to the contractor is a direct measurement of actual quantities installed. All quantities were measured by staff during and after construction. The project is completed.

ANALYSIS

Primarily, the change in final quantities are attributable to two issues:

1. Landscaping and restoration were underestimated by the engineer on the plans. field conditions warranted that more landscaping items were needed to tie the final surface into the existing slopes. In addition, staff directed the contractor to install additional erosion control to protect the receiving stream.
2. The engineer had to assume unsuitable soils and there was less undercutting of soils which resulted in less 3-inch aggregate. However, this change resulted in an increase of 1 1/4: aggregate required to build up the trail for paving.

The final quantities for 13 items that differed from the planned quantities are shown on the attached Final Change Order # 2.

\$290,436.89	Original Contract Price
\$ 835.97	Change Order #1 for railing
\$ 8,764.70	This Change Order #2 for final quantities
\$300,037.56	Final cost of the project

OPTIONS

- A. Approve Change Order #2 in the amount of \$8,764.70, or
- B. Table with additional direction to staff.

FISCAL NOTE

The engineering fees on the bridge were \$97,040 in 2016 & 2017 bringing the total project cost to \$397,077.56. These expenditures qualify for park impact fees and there are adequate appropriations available.

RECOMMENDATION

(Option A) Adopt Resolution 2018-_____, a resolution for Final Change Order #2 to Janke General Contractors, Inc. for an increase of \$8,764.70 for construction of River Park Path Bridge.

Engineering Department: GEM

STATE OF WISCONSIN : CITY OF FRANKLIN : MILWAUKEE COUNTY

RESOLUTION NO. 2018 -

A RESOLUTION FOR FINAL CHANGE ORDER #2 TO
JANKE GENERAL CONTRACTORS, INC. FOR AN INCREASE OF \$8,764.70 FOR
CONSTRUCTION OF RIVER PARK PATH BRIDGE

WHEREAS, Janke General Contractors, Inc. (Athens, WI) and the contract was awarded to construct a path and pedestrian bridge connecting W. River Park Court and S. River Lane for \$290,436.89. And

WHEREAS, previous change orders were issued to bring the cost of the project to \$291,272.86. And

WHEREAS, the project is complete and all unit price quantities have been measured and accepted.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Common Council of the City of Franklin that it would be in the best interest of the City to execute Final Change Order 2 for \$8,764.70.

Introduced at a regular meeting of the Common Council of the City of Franklin the
_____ day of _____, 2018, by Alderman _____.

PASSED AND ADOPTED by the Common Council of the City of Franklin on the
_____ day of _____, 2018.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
GEM/db

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 02

Dated: October 16, 2018

PROJECT NAME RIVER PARK PATH

PROJECT LOCATION W. River Park Court and S. River Lane.

CONTRACTOR: Janke General Contractors, Inc.

Contract For: _____

Nature of the Changes: Finalize Actual Quantities Of Unit Price Items Installed

Item	Unit	Plan Quantity	Unit Price	Final Quantity	Net Quantity	Net Cost Difference
Base Aggregate 1 1/4"	CY	115	\$ 24.00	285.33	170.33	\$ 4,087.92
HMA Pavement Binder course	TN	45	\$149.00	0	-45	\$ (6,705.00)
HMA Pavement Surface course	TN	35	\$155.00	89.1	54.1	\$ 8,385.50
Topsoil	SY	1250	\$ 4.00	2192.6	942.6	\$ 3,770.40
Mulching	SY	1250	\$ 0.50	381.2	-868.8	\$ (434.40)
Silt Fence	LF	1010	\$ 2.25	1200	190	\$ 427.50
Erosion Mat Class 1 Type A	SY	710	\$ 1.75	1811.4	1101.4	\$ 1,927.45
Fertilizer, type A	CWT	0.79	\$191.00	1	0.21	\$ 40.11
Seeding Mixture No. 20	LBS	35	\$ 8.00	75	40	\$ 320.00
Base Aggregate Dense 3-Inch	CY	475	\$ 23.00	146.79	-328.21	\$ (7,548.83)
Borrow	CY	1120	\$ 15.00	1297.52	177.52	\$ 2,662.80
Depressed "No Head" Curb and Gutter	LF	44	\$ 37.25	53	9	\$ 335.25
Modular Block Wall	SF	127	\$ 44.00	161	34	\$ 1,496.00
TOTAL:						\$ 8,764.70

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ \$290,436.89

Contract price prior to this Change Order \$291,272.86

Net Increase resulting from this Change Order \$ +\$8764.70

Current contract price including this Change Order \$ \$300,037.56

Net (Increase/Decrease) in time resulting from this Change Order Increase 0 calendar days

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: TYLER STIEDER

Date: _____

Date: _____

Date: 10-11-18

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

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APPROVAL <i>Slw ph</i>	REQUEST FOR COMMON COUNCIL ACTION	MEETING DATE Oct 16, 2018
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING THE 2018 ANNUAL BUDGETS FOR THE CAPITAL OUTLAY AND EQUIPMENT REPLACEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018 TO PROVIDE APPROPRIATIONS FOR ADDITIONAL VEHICLE PURCHASES USING INSURANCE PROCEEDS	ITEM NUMBER <i>G.11.</i>

Background

A Police motorcycle was totaled in an accident earlier in 2018. Insurance proceeds totaling \$21,747 was received into the Capital Outlay Fund which funded the purchase of the motorcycle.

Analysis

The 2018 budget included appropriations in Capital Outlay and Equipment Replacement Funds for vehicle purchases. Those appropriations anticipated that certain equipment on the retired vehicles would be transferred to the replacement vehicles, thus keeping appropriations lower than otherwise required.

Changes in new vehicle designs have removed the option of transferring equipment from the retired vehicles to the replacement vehicles.

The Police Chief is requesting that \$7,000 of the insurance proceeds be appropriated in the Capital Outlay fund for additional equipment on the 2018 Police vehicle replacements. He is also requesting that \$8,000 of the proceeds be transferred to the Equipment Replacement fund to install similar new equipment on the Police vehicle appropriated there.

RECOMMENDATION

Finance staff recommends that the un-expected insurance proceeds be used to fund the added appropriations for Police vehicles in the Capital Outlay and Equipment Replacement Funds.

COMMON COUNCIL ACTION REQUESTED

Motion adopting An ordinance to amend Ordinance 2017-2301, an ordinance adopting the 2018 annual budgets for the Equipment Replacement Fund for the City of Franklin for fiscal year 2018 to provide appropriations for additional vehicle purchase using insurance proceeds

ROLL CALL VOTE

Finance - PAR

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

ORDINANCE NO. 2018 _____

AN ORDINANCE TO AMEND ORDINANCE 2017-2301, AN ORDINANCE ADOPTING
THE 2018 ANNUAL BUDGETS FOR CAPITAL OUTLAY AND EQUIPMENT
REPLACEMENT FUNDS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2018, TO
PROVIDE APPROPRIATIONS FOR ADDITIONAL VEHICLE PURCHASES USING
INSURANCE PROCEEDS

WHEREAS, the Common Council adopted the 2018 Budget for the City of Franklin providing resources and appropriations for 2018; and

WHEREAS, that a motorcycle in the Police Department was a total loss after an accident earlier in 2018; and

WHEREAS, \$21,747.55 of insurance proceeds related to the motorcycle accident were received into the Capital Outlay Fund which funded its original purchase; and

WHEREAS, the Police Chief requests that \$7,000 of those proceeds be used to provide additional equipment for the 2018 auto purchase program related to design changes precluding the transfer of equipment from replaced vehicles; and

WHEREAS, the Police Chief requests that \$8,000 be moved to the Equipment Replacement Fund as additional appropriations for similar equipment on the vehicle acquired with Equipment Replacement Funds, and

WHEREAS, the Common Council of the City of Franklin believes these expenditures provide for the well being of the Community.

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

Section 1 That the 2018 Budget of the Capital Outlay Fund be adjusted as follows:

Revenues	Equipment Sales	Increase	\$21,700
Police	Auto Equipment	Increase	7,000
Transfers Out	Equipment Replacement	Increase	8,000

Section 2 That the 2018 Budget of the Equipment Replacement Fund be adjusted as follows:

Police	Auto Equipment	Increase	\$8,000
Revenues	Transfers in	Increase	8,000

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 ____ day of _____, 2018.

APPROVED:

Stephen R Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES ____ NOES ____ ABSENT ____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/2018
REPORTS & RECOMMENDATIONS	Authorization for Contracts with Associated Bank for Maintaining Employee Health Savings Accounts and with Employee Benefits Corporation (EBC) to Add the EBC Limited-FSA Plan to the City's Plan Agreement	ITEM NUMBER G.12.

The Common Council has already authorized creation of a High-Deductible Health Plan as the City's primary plan with a second plan, a traditional PPO, as an alternative into which employees can elect to participate at a higher premium. That action requires two separate administrative steps to occur which require the City enter into administrative services contracts. Following is a brief discussion of each.

1. The City has never had a Health Savings Account (HSA) but will be offering one due to the addition of a High-Deductible Health Plan. Staff looked at plans offered by EBC, Optum (a division of United Healthcare), and Associated Bank (who is affiliated with our insurance broker, Diversified Insurance Services). Staff recommends offering the plan provided by Associated Bank. Associated has agreed to waive the normal employee fee for at least the first 2 years. In addition, the accounts would be fully portable in that the employee could keep their account with Associated in the event they terminated employment. (With the other 2 options, the employee would have to transfer their funds to another HSA account.) In addition, Associated Bank's accounts are interest-bearing, and those participants whose balance is over \$1,000 are allowed to invest their balances similar to a deferred compensation retirement plan.
2. The City has had their Flexible Spending plans (health and dependent care) with EBC for over 15 years. They do a very good job and serve our employees well. The Flexible Spending Account plan that the City has, however, is not allowed to be used by individuals participating in an HSA. EBC also offers limited-FSA accounts, which are designed for people on a high-deductible health plan, and used for dental and vision expenses only. It is staff's recommendation to add the EBC limited-FSA plan to our Plan Agreement.

The Human Resources Coordinator and Director of Administration recommend approval.

COUNCIL ACTION REQUESTED

Motion to Authorize the Director of Administration to execute the necessary contract documents with Associated Bank for maintaining employee Health Savings Accounts and with Employee Benefits Corporation (EBC) to add the EBC limited-FSA plan to the City's Plan Agreement.

SECTION 2: COMPANY CONTACTS

Employer contacts listed below will be authorized to communicate with the Employer Services team.

Primary Employer Contact — Is responsible for general oversight, serves as communication contact for the HSA plan, will receive all employer notifications and have access to all roles.

First Name: Last Name:

Title: Fax:

Phone: Ext:

Email Address:

User Name & Password will be generated automatically at set-up

Secondary Employer Contact — Generally serves as a back-up contact for the Primary Contact

Do you want Secondary Contact to receive all employer notifications? ☐ yes ☐ no

First Name: Last Name:

Title: Fax:

Phone: Ext:

Email Address:

User Name & Password will be generated automatically at set-up

Roles for Secondary Employer Contact (Please select all that apply)

☐ Benefits Administrator—View plans, metrics, access resources, and submit requests for your administrator.

☐ Employee Administrator—Manage individual employee data via an online form. May include adding new employees, adding dependents, updating dependents, enrolling employees, adding and updating employee enrollments, and updating advance account balances.

☐ Employee Reviewer—Search for employees and view employee details.

☐ Import Administrator—Import new files, view the import queue, take action on files in the import queue and access the exception log to view errors within import files or update errors and resubmit new files. Schedule recurring contributions.

☐ Import Monitor—View the import queue and access the exception log to view errors within import file.

☐ Informer—View plans and access resources.

☐ Report Manager—Request, view, remove reports and view metrics.

☐ Report Reviewer—View, scheduled reports and metrics.

Please list additional Employer Contacts with role selection via attachment



Revised December 11, 2017

HSA Plus Benefit Design Guide

Thank you for choosing Associated Bank as your Health Savings Account (HSA) solution. Your employees will be able to access their account 24/7/365 via the HSA Plus employee online portal or by downloading the HSA Plus mobile app for on-the-go account access. The HSA Plus online portal will offer flexible investment options to help account holders manage and grow their money.

Associated Bank HSA Consultant Information

Name: Debra Kohler
Office Phone: (414) 930-7859 Cell Phone: (262) 844-6155
Email: Debra.Kohler@AssociatedBank.com
Officer Primary ID (will be assigned at set-up):

SECTION 1: COMPANY INFORMATION

Company Name: City of Franklin
Mailing Address: 9229 W Loomis Road Suite
City: Franklin ST: WI Zip: 53132
Company URL: www.franklinwi.gov
Tax ID Number / EIN:

Number of Benefit Eligible Employees:

Expected Number of Employee Enrollments at Set-up:

Initial Employee Enrollment (choose one): ☐ Demographic/Enrollment File Import ☐ CDEx file upload

☐ Manually entered by employer ☒ Manually entered by employee

Will you require reporting for separate divisions? ☐ yes ☐ no

(If yes, please include via attachment)

Employer Code (will be assigned at set-up):



Revised December 11, 2017

Company Name City of Franklin

SECTION 5: EMPLOYER SIGNATURE

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

SECTION 6: AUTHORIZATION AGREEMENT

I hereby authorize Associated Bank to initiate debit/credit entries to the account for:

- ☒ HSA Funding (payroll deductions and employer contributions)
☐ Fee Funding (Any employer paid fees, including, but limited to, Setup Fees and Monthly Fees)

IMPORTANT Associated Bank's originating company ID is 1391941673.

ACH errors will occur and could delay set up process if filters are not established.

Name of Bank: _____

Account Number: _____

Routing Number: _____

Phone Number: _____

This authorization is to remain in full force and effect until Associated Bank has received written notification from an authorized representative of it's termination in such time and in such manner as to afford Associated Bank and Depository a reasonable opportunity to act on it.

I acknowledge that the origination of ACH transactions to the account must comply with the provisions of United States law.

Authorized Signature: _____ Date: _____

Printed Name: _____ Title: _____

SECTION 7: NOTES

See Section 4 for Fee Waiver information. First time HSA compatible HDHP with anticipated 25% participation. Employer annual contribution anticipated at \$750 individual/\$1,500 family with schedule TBD.



Member FDIC Revised December 11, 2017

Company Name City of Franklin

SECTION 3: FUNDING

HSA Plus Employer Group Portal Plan Start Date (always the 1st day of month) Month/Year: 10/01/2019

Choose one:

- ☒ New (first time offered) HSA Qualified HDHP start date: Month Jan 1 Year 2019
☐ Existing HSA Qualified HDHP in place with renewal date of: Month Year

Anticipated First Funding Date: _____

Note: Funding can be no sooner than 2 business days after Plan Start Date (subject to method of enrollment).

Choose one:

- ☒ Employer will submit funding information via Employer Portal / ACH file
☐ Employer will submit funding information via Consumer Data Exchange (CDEX)

Comments: _____

SECTION 4: PROGRAM FEES

Monthly service fees will be paid for by: ☐ Employee ☐ Company

If fees are paid by the employer, all applicable fees will be passed along to the employee upon employment termination once the termination is received by Associated Bank. Fees will not be waived for retroactive terminations. Terminated employees will receive standard non-employer group pricing.

Employer Group Program Fees:

Employees must maintain an average combined daily balance (HSA deposits + HSA investments) of at least \$1,000.00 to waive the \$ 2.00 monthly fee on HSA deposit (cash) account.

If an employee chooses to invest, there will be a *non-waivable* \$2.00 monthly investment service fee plus a management fee equal to thirty basis points (.0030) per year on balances in the employee HSA Plus investment accounts. Employee must maintain a minimum balance of \$1,000.00 in HSA deposit (cash) account to invest. Other investment fees may apply.

Accounts within employer group will receive HSA (cash) account fee waiver through 12/31/2020 for accounts that do not meet minimum required balance amount. Waiver will be reviewed for extension by Associated Bank on annual basis thereafter.

Associated Bank Fee Schedule			
Minimum Opening Balance	\$0.00	Paper Statement	\$0.00
Minimum Required Balance to Avoid Fees (deposit + investment)	\$1,000.00	Replacement Card	\$0.00
Monthly Fee (Balance Met)	\$0.00	Investment Threshold	\$1,000.00
Monthly Fee (Balances not met)	\$ 2.00	Monthly Investment Service Fee	\$2.00



Revised December 11, 2017

**ASSOCIATED BANK, N.A.
HEALTH SAVINGS ACCOUNT
EMPLOYER ADMINISTRATIVE SERVICES AGREEMENT ("AGREEMENT")**

THIS AGREEMENT is made this _____ day of _____, 2018, by and between CITY OF FRANKLIN, a municipality duly organized and existing under the laws of the state of Wisconsin ("EMPLOYER"), and ASSOCIATED BANK, NATIONAL ASSOCIATION ("ASSOCIATED"). The initial term of this Agreement shall commence on the date set forth above with an initial expiration date of December 31, 2020. This Agreement is subject to and includes the terms, conditions, and information that is part of the Benefit Design Guide, as defined herein, which is incorporated herein and made a part of this Agreement.

INTRODUCTION

WHEREAS, EMPLOYER would like to Employees who participate in a qualified High Deductible Health Plan to have the opportunity to open and fund HSAs at ASSOCIATED;

WHEREAS, ASSOCIATED is a national banking association that qualifies to serve as a custodian of HSAs in accordance with the provisions of Section 223(d)(1)(B) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, ASSOCIATED provides HSA enrollment and contributions processing services to employers, including an automated process to transfer employer and employee contributions to HSAs maintained at ASSOCIATED;

WHEREAS, the parties wish to enter into the following agreement governing the administrative services to be rendered exclusively by ASSOCIATED to EMPLOYER with respect to HSAs offered to Employees; and

WHEREAS, EMPLOYER has agreed to forward payroll contributions to HSAs held by ASSOCIATED on behalf of the Employees, and may make additional employer contributions to the HSAs at its discretion.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

AGREEMENT

SECTION 1: DEFINITIONS

"ACH" means the Automated Clearing House.

"Benefit Design Guide" means the questionnaire entitled "Benefit Design Guide," as supplemented, modified or replaced from time to time, which contains substantive information provided by the EMPLOYER required to set up and establish administrative services provided hereunder, including without limitation, payroll processing dates, designated funding bank accounts, and EMPLOYER paid program fees.

"Employee" means an employee, retiree, or former employee of the EMPLOYER who is receiving health benefits through an eligible High Deductible Health Plan (HDHP) sponsored by EMPLOYER and who establishes an HSA with ASSOCIATED.

"Employee Information" means any information about an employee shared by ASSOCIATED or by a third party on behalf of Associated with the EMPLOYER or accessed by EMPLOYER through the HSA Plus Employer Portal. Employee information does not include information contained in EMPLOYER's records that EMPLOYER obtained directly from the Employee or from sources other than ASSOCIATED or the HSA Plus Employer Portal.

"Health Savings Account" or "HSA" means an individual custodial (or trust) account qualified under Section 223 of the Code for a participating Employee, pursuant to which ASSOCIATED will serve as the custodian and Employees and/or EMPLOYER may contribute money to be used to pay for qualified medical expenses not covered by the HDHP.

"High Deductible Health Plan" or "HDHP" means an HSA eligible health plan as defined by the Code and IRS guidance.

"HSA Plus Employer Portal" means the HSA Online Banking Portal referenced in the Associated Bank Health Savings Account Plus Custodial Agreement accessible by the Internet, used by Employees for enrollment in and performing maintenance and updates for Employee HSAs.

"HSA Plus Employer Portal" means the online portal accessible by the Internet, used by the EMPLOYER for the entering of Employee information in order to enroll Employees in and perform maintenance to Employee information for Employee's HSAs, and for downloading of certain Employee HSA reports.

"Program Fees" means the service fees identified in the Benefit Design Guide and any pricing addendum to this Agreement, as updated and amended from time to time.

SECTION 2: SCOPE OF SERVICES AND DISCLAIMERS

2.1 ASSOCIATED will serve as custodian and will administer the HSAs in accordance with the provision of Section 223(d)(1)(B) of the Code and subject to the powers and duties set forth in a separate custodial agreement between ASSOCIATED and the Employees. EMPLOYER acknowledges that the custodial agreement does not give EMPLOYER any additional rights or obligations. ASSOCIATED shall retain sole authority and discretion to open and close an HSA or resign as custodian in accordance with the custodial agreement and related HSA account documents. ASSOCIATED may decline to open an HSA for an employee who does not satisfy ASSOCIATED'S risk screening process.

2.2 In connection with the administration of the HSAs, the services provided by ASSOCIATED under this Agreement will be strictly limited to:

- i) Opening and maintaining HSAs in the name of ASSOCIATED, as custodian, for the benefit of each Employee who established an HSA
- ii) Assisting Employees with accessing funds held in their HSAs.
- iii) Accepting and processing contributions to HSAs.

2.3 Notwithstanding services that may be provided to EMPLOYER by Associated Financial Group, LLC, an affiliate of ASSOCIATED, ASSOCIATED is not the administrator, advisor or consultant with respect to the EMPLOYER'S health, welfare, fringe or retirement plans, including without limitation, the EMPLOYER'S High Deductible Health Plan.

2.4 ASSOCIATED may make a menu of investment options available through third parties for investment by the Employees. All investments under HSAs are self-directed and the Employee has sole discretion whether to invest in any of the investment options made available through the HSA. ASSOCIATED and its affiliates will not advise and are not liable for any losses related to HSA investment options made available to Employees through the HSA Plus Employer Portal or resulting from investments made by Employees with HSA funds. Neither ASSOCIATED nor any of its affiliates is a fiduciary with respect to the Employees nor will they provide any investment advice to the Employees or be responsible or liable for the investment decisions of the Employees. ASSOCIATED is not giving, and shall not be deemed to have given, the EMPLOYER or any Employee any legal, tax, accounting or financial advice concerning any of the matters relating to this

Agreement.

- 2.5 ASSOCIATED is not responsible for (1) confirming or verifying that the Employees are eligible to establish HSAs in accordance with the requirements of Section 223 of the Code; (2) ensuring that contributions to an HSA do not exceed the maximum annual contribution limit applicable to a particular owner of an HSA; (3) ensuring that distributions from an HSA are for qualified medical expenses as defined in Section 223 of the Code; or (4) maintaining records sufficient to show that the distribution is tax free.
- 2.6 All payroll deduction contributions shall be contributed directly to HSAs pursuant to information provided by EMPLOYER. EMPLOYER understands that ASSOCIATED will not be responsible or liable for the funding of the HSAs and that the EMPLOYER'S failure to fund the contributions may result in additional fees, rejection/return of the payroll contributions submitted and termination of this Agreement.
- 2.7 EMPLOYER understands that any employer contributions it makes to HSAs are non-foretable and subject to the rules restricting recoupment by employers described in IRS Notice 2008-59, Q&A 23-25 or any future guidance issued by the IRS on the nonforetable of employer contributions.
- 2.8 EMPLOYER represents and warrants to ASSOCIATED that the arrangement covered by this Agreement is not a "plan" subject to the terms and conditions of the Employee Retirement Income Security Act of 1974, or any rules or regulations issued thereunder (collectively, "ERISA"), and that EMPLOYER will not take any action that would cause the arrangement described in this Agreement to be subject to ERISA, or omit to take any action that would be required to stop the arrangement described in this Agreement from becoming subject to ERISA.
- 2.9 EMPLOYER acknowledges that the Internet is a publicly accessible network and not under the control of any party. ASSOCIATED'S provision of services is dependent upon the proper functioning of the Internet and services provided by telecommunications carriers, firewall providers, encryption system developers and others. EMPLOYER agrees that ASSOCIATED shall not be liable in any respect for the actions or omissions of any third party wrongdoers (i.e., hackers not employed by such party or its affiliates) or of any third parties involved in the services and shall not be liable in any respect for the selection of any such third party, unless that selection was grossly negligent.
- 2.10 ASSOCIATED'S sole responsibility with respect to any HSA tax reporting requirements shall be in connection with its role as an HSA custodian. EMPLOYER shall be responsible for wage reporting and any other tax reporting requirements applicable to it under federal, state or local law. ASSOCIATED shall have no responsibility with respect to whether EMPLOYER has made comparable contributions to HSAs for comparable participating employees under Section 4980G of the Code and applicable regulations.

SECTION 3: DUTIES AND RESPONSIBILITIES OF ASSOCIATED

ASSOCIATED will provide the following services in connection with administering the HSA program for EMPLOYER:

- 3.1 ASSOCIATED will provide Employees with access to the HSA Plus Employee Portal. ASSOCIATED will use information entered by Employees in the HSA Plus Employee Portal to establish individual HSAs for such Employees and will provide all necessary forms electronically in order to open and maintain HSAs as required by current regulations.

- 3.2 ASSOCIATED will provide EMPLOYER with access to the HSA Plus Employer Portal, which will allow the EMPLOYER to verify whether an HSA has been opened for eligible Employees, transmit payroll contribution information and authorize the debiting of an EMPLOYER account via ACH to forward contributions to the HSAs of the Employees. Access to and use of the HSA Plus Employer Portal shall be governed by those certain terms and conditions contained on the HSA Plus Employer Portal.
- 3.3 ASSOCIATED will make periodic withdrawals from EMPLOYER bank accounts in accordance with the instructions as indicated on the Benefit Design Guide for EMPLOYER and Employee contributions to HSAs.
- 3.4 ASSOCIATED will deposit EMPLOYER and Employee contributions into the appropriate individual HSAs as determined by the employer and employee contribution information entered into either the HSA Plus Employee Portal or the HSA Plus Employer Portal. ASSOCIATED reserves the right to reverse deposits to Employee HSA accounts to correct errors.
- 3.5 ASSOCIATED will provide Employees with debit card access to their HSA funds as permitted by law.
- 3.6 ASSOCIATED will provide Employees with periodic statements for their HSA.
- 3.7 ASSOCIATED will process debits to Employees' HSA accounts authorized by Employees through the HSA Plus Employee Portal via ACH. ASSOCIATED reserves the right to reverse clearinghouse transactions to correct errors.
- 3.8 ASSOCIATED will provide Employees who have attained minimum required balance the opportunity to transfer HSA funds between various investment options made available by ASSOCIATED.
- 3.9 ASSOCIATED will provide Employees with toll free HSA telephone support 24 hours a day, 7 days a week.
- 3.10 ASSOCIATED will maintain a telephone support line for the EMPLOYER.
- 3.11 ASSOCIATED will provide Employees online access to their account information, 24 hours a day, 7 days a week, except during periods of scheduled system maintenance and upgrades. EMPLOYER and Employees will be notified in advance of any system maintenance or upgrade that will interfere with access to online account information.
- 3.12 ASSOCIATED will perform IRS required tax reporting to the Employees for their HSAs.
- 3.13 ASSOCIATED will perform annual non-discrimination testing as requested by EMPLOYER and EMPLOYER agrees to pay applicable fee(s) for such non-discrimination testing.
- 3.14 ASSOCIATED will prepare and deliver reports to EMPLOYER setting forth information including, but not limited to, contribution and reconciliation data. Such reports may be delivered electronically to the extent permitted by law.

SECTION 4: DUTIES AND RESPONSIBILITIES OF EMPLOYER

EMPLOYER acknowledges and agrees to the following responsibilities:

- 4.1 EMPLOYER will work exclusively with ASSOCIATED in offering HSAs to Employees and will not establish a relationship with any other provider of HSAs during the term of this Agreement. Notwithstanding the exclusive relationship established between the EMPLOYER and ASSOCIATED by this Agreement, nothing in this Agreement shall prohibit an Employee from establishing or maintaining an HSA with another provider of such accounts. Nor shall the EMPLOYER be prohibited by this Agreement from fulfilling Employees' direct deposit authorizations, directing the deposit of payroll funds to such alternate HSA providers, provided the EMPLOYER does not enter into a

- EMPLOYER has designated in the Benefit Design Guide to fund all Program Fees for the applicable period that the EMPLOYER has agreed to pay as indicated in the Benefit Design Guide.
- 4.11 EMPLOYER will not make any changes to the bank account it has designated in the Benefit Design Guide to fund Employee payroll deductions, EMPLOYER contributions and Program Fees for Employee HSAs except as agreed to by ASSOCIATED in writing.
- 4.12 EMPLOYER agrees that all electronic transfers of funds are subject to the rules of applicable automated clearinghouse organizations, state laws and federal laws and regulations.
- 4.13 EMPLOYER is responsible for providing to ASSOCIATED a list of authorized users of the HSA Plus Employer Portal, and ensuring that such authorized users comply with this Agreement. ASSOCIATED will supply the EMPLOYER and/or its authorized users of the HSA Plus Employer Portal with a login ID and Password. ASSOCIATED may assume, without further inquiry, that any communications received through use of the HSA Plus Employer Portal were sent or authorized by the EMPLOYER. EMPLOYER and its authorized users (to the extent applicable) will: (i) provide and maintain a web browser supporting Secure Sockets Layer 128-bit encryption; and (ii) maintain the confidentiality and security of login ID(s), password(s), security question(s) and answer(s), and any other security or access information, and notify ASSOCIATED immediately in the event of the termination of an authorized user, or the loss or theft of a login ID or password, or the EMPLOYER has reason to believe that the login ID and password are being used by an unauthorized person, or if the EMPLOYER becomes aware of any loss, theft or unauthorized use of any information available on the HSA Plus Employer Portal.
- 4.14 EMPLOYER will provide ASSOCIATED with all data on Employees and contributions, including payroll deduction and EMPLOYER contributions (if applicable), which data shall reconcile contributions to individual HSAs. EMPLOYER is responsible for reviewing and approving the documentation of such information, including transmissions of contribution information. EMPLOYER shall cooperate with ASSOCIATED to reconcile accounts in the event of any discrepancies between the contribution file and the actual funds transmitted and received by ASSOCIATED. EMPLOYER represents and warrants that it will provide the appropriate disclosures to, and obtain the appropriate authorizations or consents from, its Employees that may be required under applicable law prior to sending the personal or financial information of any such Employees to ASSOCIATED. EMPLOYER understands and agrees that (i) ASSOCIATED is under no duty or obligation hereunder to obtain any authorizations or consents from the Employees (whether or not they establish an HSA with ASSOCIATED) or to verify or confirm that the EMPLOYER has made such disclosures and obtained the appropriate authorizations or consents and (ii) ASSOCIATED shall not be liable for (and will be indemnified by EMPLOYER against) any failure by or on behalf of EMPLOYER to obtain such authorizations or consents from its Employees. ASSOCIATED will not provide any information regarding the HSAs to the EMPLOYER that is not permitted under ASSOCIATED'S privacy policy and/or applicable law.

SECTION 5: TERM, TERMINATION and Termination Fees

- 5.1 This Agreement shall automatically renew for subsequent three (3) year periods after the initial Term unless either party provides notice of non-renewal to the other at least ninety (90) days in advance of the end of current term or unless this Agreement is terminated in accordance with Sections 5.2 to 5.5 below.
- 5.2 This Agreement may be terminated by the EMPLOYER without cause, subject to the payment of a Termination Fee as described herein by providing ASSOCIATED with at least ninety (90) days prior written notice of intent to terminate, specifying the effective

- contractual relationship with such alternate HSA provider.
- 4.2 EMPLOYER must complete and sign the Benefit Design Guide in order to set up and establish the administrative services to be provided hereunder. EMPLOYER may not make any changes to the information provided in the Benefits Design Guide during the term of this agreement except as agreed to in writing by ASSOCIATED.
- 4.3 EMPLOYER will ensure that the HDHP it offers satisfies the applicable requirements of Section 223 of the Code, if the Employees are enrolled in an HDHP sponsored by EMPLOYER. ASSOCIATED is under no obligation to confirm or verify that any HDHP satisfies the requirements of Section 223 of the Code, nor shall ASSOCIATED be responsible for eligibility and benefit claims determinations with respect to any HDHP, whether sponsored by EMPLOYER or otherwise.
- 4.4 EMPLOYER will ensure that each Employee on behalf of whom EMPLOYER is providing contributions is not covered under a non-HDHP sponsored by EMPLOYER; provided, however, that the Employee will at all times be entitled to have "permitted coverage," as this term is defined in Section 223(c)(1)(B) of the Code.
- 4.5 EMPLOYER is responsible for providing all hardware and software necessary for accessing the HSA Plus Employer Portal.
- 4.6 EMPLOYER is responsible for providing ASSOCIATED with information regarding each Employee who opens an HSA with ASSOCIATED pursuant to this Agreement as required by law, including but not limited to the following: (i) notification of an Employee's termination of employment; (ii) notification of an Employee's cessation of participation in EMPLOYER'S HSA program; and (iii) information as requested by ASSOCIATED from time to time to prepare any report required by Section 223(h) of the Code and the regulations thereunder.
- 4.7 EMPLOYER acknowledges that it will not provide any individually identifiable health information to ASSOCIATED via the HSA Plus Employer portal or otherwise. ASSOCIATED is not a "covered entity," "business associate" or "plan sponsor" as those terms are defined under Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, as amended ("HIPAA").
- 4.8 EMPLOYER will distribute informational and educational materials to eligible employees at each open enrollment and at other times as directed by ASSOCIATED.
- 4.9 EMPLOYER will ensure that there are sufficient funds in the in the bank account the EMPLOYER has designated to fund, in full, all Employee payroll deduction contributions and to fund all EMPLOYER HSA contributions, as applicable, for Employee HSAs. When funding Employee payroll deduction contributions and/or Employer contributions by submitting via file upload to the HSA Plus employer portal, EMPLOYER will submit contribution file(s) no later than 5:00 PM Central Standard Time two business days prior to date EMPLOYER intends for funds to be available in employees' HSA account.
- 4.6.1 ASSOCIATED will not credit any Employee HSA accounts if EMPLOYER fails to have sufficient funds on deposit in the bank account designated for the funding of Employee payroll deduction and EMPLOYER contributions, as applicable.
- 4.6.2 ASSOCIATED will direct to the EMPLOYER all inquiries related to EMPLOYER'S failure to deposit sufficient funds in the designated bank account for the funding of Employee payroll deduction and EMPLOYER funded HSA contributions.
- 4.10 EMPLOYER agrees to pay all Program Fees it has designated in the Benefit Design Guide as to be paid by the EMPLOYER. EMPLOYER will ensure that no later than the 10th day of each month, or the next following business day thereafter if the 10th day of the month is not a business day, there are sufficient funds in the bank account the

date of the termination. Upon termination of this Agreement by the EMPLOYER, without cause, the EMPLOYER shall pay a Termination Fee determined as a follows: \$1.75 monthly fee, applied to each Employee HSA for (6) months; or the total of \$10.50 (the monthly fee of \$1.75 x 6), multiplied by the number of Employee HSAs. EMPLOYER shall pay to ASSOCIATED the Termination Fee in one lump sum no later than ten (10) business days after receipt of written notice from ASSOCIATED of the amount of the Termination Fee.

5.3 ASSOCIATED may terminate this Agreement upon thirty (30) days advance written notice to EMPLOYER under the following circumstances:

5.3.1 The EMPLOYER fails to pay the Program Fees as required by subsection this Agreement; or

5.3.2 The EMPLOYER fails to fund in full, by the date specified, the bank account designated to receive EMPLOYER and Employee HSA contributions, as provided by subsection 4.8 of this Agreement on three (3) or more instances within a consecutive three (3) calendar month period.

5.4 Either party may terminate this Agreement without penalty for a material breach of this Agreement upon giving thirty days (30) advance written notice and provided the breaching party fails to cure such material breach within such notice period.

5.5 Either party may also immediately terminate this agreement in the event the other party becomes insolvent, makes a general assignment for the benefit of its creditor, a receiver or trustee is appointed to administer the assets of the other party or the other party files a petition in liquidation or bankruptcy that is not dismissed within 30 days of filing.

SECTION 6: CONFIDENTIALITY AND DATA SECURITY

6.1 EMPLOYER agrees to take appropriate measures to (a) protect the security and integrity of the HSA Plus Employer Portal; (b) protect against unauthorized access to or use of the HSA Plus Employer Portal; and (c) to protect all Employee Information printed, extracted, downloaded or otherwise obtained from the HSA Plus Employer Portal from unauthorized access or disclosure (d) to protect all Employee Information provided to Employer by Associated or by a third party on behalf of Associated. EMPLOYER's programs, policies and procedures shall include without limitation (i) a security policy for employees related to the storage, access and transportation of data containing Employee Information; (ii) ensuring that access to the HSA Plus Employer Portal is limited to designated employees or agents authorized to act on behalf of EMPLOYER as administrators for the HSA Plus Employer Portal (iii) adequate restrictions on access to records containing Employee Information, including access to any locked storage where such records are kept; (iv) a process for reviewing policies, security measures, and permissions for the HSA Plus Employer Portal at least annually; (v) creating secure access controls to Personal Information and the HSA Plus Employer Portal, including but not limited to strong passwords; and (vi) encrypting of Employee Information that is stored on magnetic media or storage devices or is being transmitted electronically. EMPLOYER agrees not to disclose such Employee Information to any third parties without the express written consent of ASSOCIATED and not to use any Employee Information for any purpose except and only to the extent that such use is solely for the particular purposes for which this Agreement is expressly made. EMPLOYER may disclose the other Employee Information to its responsible employees with a bona fide need to know, but only to the extent necessary to carry out the particular purpose of this Agreement.

6.2 In the event EMPLOYER identifies unauthorized access to or release of Employee Information, or unauthorized access to the HSA Plus Employer Portal (collectively a "Security Breach Event"), EMPLOYER will notify ASSOCIATED immediately and not later than within 24 hours of EMPLOYER's discovery or suspicion of a Security Breach

Event has occurred. Notification will be given to ASSOCIATED via telephone at 820-405-2999, and via email at cyberdefensecenter@associatedbank.com, and in writing via a trackable notice to the CISO, c/o Cyber Defense Center, 2870 Holmgren Way, MS - 7044 Green Bay, WI 54301. EMPLOYER will also take appropriate and timely action to address the Security Breach Event, including investigating the cause thereof and making the appropriate changes to its systems, practices, programs and controls to mitigate the likelihood of a recurrence. EMPLOYER will keep ASSOCIATED informed in a timely manner of all relevant information regarding the Security Breach Event, including without limitation the conditions leading to the Security Breach Event, the root cause thereof, the current status of the Security Breach Event, whether the information involved was encrypted, and all other information ASSOCIATED may request in order to ascertain the specific information subject to the Security Breach Event and the identities of all affected individuals.

6.3 The EMPLOYER acknowledges and warrants that, upon termination of this Agreement or at any time upon request by ASSOCIATED, all Employee Information extracted from the HSA Plus Employer Portal will be properly disposed of by the EMPLOYER, meaning that the content will be erased, destroyed and rendered unrecoverable so that it cannot be accessed or discerned by any third party. At a minimum, destruction of data activities are to be performed according to the standards enumerated by the National Institute of Standards, Guidelines for Media Sanitization - see <http://csirc.nist.gov/>.

6.5 In order to enable ASSOCIATED to comply with its obligations under state and federal privacy regulations and laws, and to assure the EMPLOYER'S compliance with the terms hereof, EMPLOYER agrees that ASSOCIATED may, upon reasonable advance notice and during regular business hours, audit the operations and facilities of EMPLOYER to ensure compliance with the EMPLOYER'S obligations hereunder. The EMPLOYER shall cooperate with ASSOCIATED in all reasonable respects regarding any such audit. Alternatively, EMPLOYER may commission an independent audit acceptable to ASSOCIATED assessing the EMPLOYER'S compliance with obligations hereunder. The EMPLOYER will provide ASSOCIATED with a copy of the audit report promptly when completed and will address all deficiencies uncovered in any such reports and all recommendations made by the auditor in accordance with sound business practices.

6.6 Each Party hereto (the "Indemnifying Party") shall defend, hold harmless and indemnify the other party (the "Indemnified Party") from and against any and all losses, damages, liabilities, judgments, fines, penalties, costs and expenses (including without limitation attorneys' fees and expenses) whatsoever incurred by or asserted against the Indemnified Party arising as a result of the unauthorized access to or release of Employee Information, but only to the extent any such losses, damages, liabilities, judgments, fines, penalties, costs and expenses (including without limitation attorneys' fees and expenses) are caused by the negligent act or omissions of the Indemnifying Party, or its employees or agents, and/or violation of applicable law. Each Party hereto acknowledges that, in addition to indemnification of claims asserted by third parties, the foregoing indemnification obligation covers, without limitation, the costs directly or indirectly incurred in notifying affected parties of the unauthorized access to or release of Employee Information, and purchasing identity theft remediation services including credit monitoring for affected parties, any fines or penalties assessed by regulatory authorities or industry groups or organization, and the cost of any study commissioned to determine the cause of the unauthorized access to or release of Employee Information.

6.7 All Employee Information and all information entered by Employees in the HSA Plus Employee Portal is owned by and shall remain the property of ASSOCIATED at all times.

SECTION 7: INDEMNIFICATION

Each party hereto (the "Indemnifying Party") agrees to indemnify and hold the other party, its agents, affiliates and subsidiaries, successors and assigns (each, an "Indemnified Party") from and against any and all losses, damages, claims, demands, actions, causes of action and related costs or expenses, including, without limitation, reasonable attorneys' fees and legal expenses and sums paid or incurred in connection with settling or defending such claims, actions or judgments, incurred by or made against the Indemnified Party as a result of (i) any breach of the Indemnifying Party's material obligations, representations, warranties or covenants under this Agreement, except to the extent resulting from the gross negligence, bad faith, or willful misconduct, or misrepresentation, on the part of the Indemnified Party, or its officer, director, employee, or authorized agent; or (ii) ASSOCIATED'S good faith actions or failures to act in accordance with directions and data received from EMPLOYER or its authorized agents. These indemnification obligations are in addition to any indemnification obligations related to confidentiality referenced herein under Section 6. Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions of Sections 6 and 7, respectively, nothing contained within this Agreement is intended to be a waiver or estoppel of the EMPLOYER'S, or its insurer's, right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained within Wisconsin Statutes Section 893.80. To the extent that indemnification is available and enforceable, EMPLOYER or its insurer shall not be liable in indemnity or contribution for an amount greater than the applicable limits of liability for claims against school districts established by Wisconsin law.

SECTION 8: LIMITATION OF LIABILITY

ASSOCIATED shall not be responsible to perform (or responsible or liable for the failure to perform) any services or other obligations other than those expressly agreed to in this Agreement. ASSOCIATED shall not be responsible or liable for any acts or omissions made pursuant to any direction, consent, or other request reasonably believed by ASSOCIATED to be genuine and to be from an employee or other authorized representative of the EMPLOYER (or a person reasonably believed by ASSOCIATED to be such authorized representative). ASSOCIATED is not responsible or liable for acts or omissions made in reliance upon erroneous data provided by the EMPLOYER, including its officers, employees, agents or subcontractors, or the failure of EMPLOYER to perform its duties or obligations under this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER ASSOCIATED NOR ITS AFFILIATES SHALL, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR INDIRECT DAMAGES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING DAMAGES RELATING TO LOSS OF PROFITS, INCOME, GOODWILL OR DATA), WHETHER OR NOT ASSOCIATED OR ITS AFFILIATES KNEW OR WERE APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL ASSOCIATED NOR ITS AFFILIATES BE LIABLE TO YOU FOR ANY CLAIM OR CLAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER LEGAL THEORY (I) IN THE CASE OF A TRANSFER OF MONEY OR OTHER PAYMENT THAT IS MISDIRECTED, LOST OR OTHERWISE PAID TO THE WRONG PERSON AS A RESULT OF OUR FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT OR APPLICABLE LAW, FOR AN AMOUNT IN EXCESS OF THE FACE AMOUNT OF SAID TRANSFER AND (II) IN ALL OTHER CASES, FOR AN AMOUNT IN EXCESS OF THE TOTAL PROGRAM FEES PAID BY EMPLOYER DURING THE TWELVE-MONTH PERIOD PRIOR TO THE MONTH IN WHICH THE ACT OR OMISSION GIVING RISE TO THE CLAIM OCCURRED.

NO THIRD PARTY SHALL HAVE ANY RIGHTS OR CLAIMS AGAINST ASSOCIATED UNDER THIS AGREEMENT.

NO CLAIM MAY BE ASSERTED AGAINST ASSOCIATED WITH RESPECT TO ANY EVENT, ACT OR OMISSION THAT OCCURRED MORE THAN THIRTY-SIX (36) MONTHS PRIOR TO SUCH CLAIM BEING ASSERTED.

SECTION 9: INTELLECTUAL PROPERTY

Each party owns all right, title and interest (including all intellectual property rights) in and to its trademarks, service marks, logos, and tag-lines (collectively, "Marks") and this Agreement does not confer on a party any right, interest, claim or title in or to the other party's Marks or any intellectual property therein and no license (whether express or implied) is granted to a party, by estoppel or otherwise, to the other party's Marks or any intellectual property therein.

SECTION 10: SURVIVAL

The provisions of Sections 6, 7, 8, 11, 12 and 13 shall survive the expiration or termination of this Agreement for any reason as well as other provisions that by their nature are intended to survive the termination of this Agreement.

SECTION 11: ARBITRATION

If the parties are unable to resolve any Dispute as contemplated by Section 12 of this Agreement, such Dispute will be resolved by binding arbitration in accordance with the terms of this Section as set forth below. Any party may by summary proceedings, bring an action in court to compel arbitration of a Dispute. Any party who fails or refuses to submit to arbitration following a lawful demand by any other party will bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

11.1

Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association ("AAA") or such other administrator as the parties will mutually agree upon. Arbitration will be conducted in accordance with the AAA Commercial Arbitration Rules. If there is any inconsistency between the terms hereof and any such rules, the terms and procedures set forth herein will control. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). The arbitration will be conducted at a mutually-agreed upon location in the state whose laws are set forth in Section 12.1 of this Agreement as the governing law for the Agreement ("Arbitration State"), as selected by the AAA or other administrator; the parties hereby waive any claim of *forum non conveniens*. All statutes of limitation applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. Judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction; provided, however, that nothing contained herein will be deemed to be a waiver, by any party that is a bank, of the protections afforded to it under 12 U.S.C. §81 or any similar applicable state law.

11.2

No Waiver. Provisional Remedies. No provision hereof will limit the right of any party to obtain provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration State or elsewhere before, after or during the pendency of any arbitration or other proceeding. The exercise of any such remedy will not waive the right of any party to compel arbitration or reference hereunder.

plan in accordance with its terms, as applicable.

SECTION 14: MISCELLANEOUS

14.1 The relationship between EMPLOYER and ASSOCIATED is solely that of independent contractors, and nothing in this Agreement or in the activities contemplated by the parties hereunder shall be deemed to create an agency, partnership, employment or joint venture relationship between the parties, affiliates, or any of their subcontractors or representatives.

14.2 Neither party may assign this Agreement or its duties without the prior written consent of the other party except that either party may assign this Agreement to any company controlled by or under common control with it, or to any successor in interest by merger or acquisition of substantially all of its assets without obtaining the prior consent of the other party. Where written consent to an assignment is required, such consent shall not be unreasonably withheld, conditioned, or delayed by either party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and / or permitted assigns.

14.3 The failure of either party to enforce at any time or for any period any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such party thereafter to enforce each and every such provision. No claim or right arising out of the breach or default of this Agreement may be discharged, in whole or in part, by a waiver or renunciation of such claim or right unless such waiver is in writing and signed by the aggrieved party.

14.4 The execution and delivery of this Agreement and the performance of each party's obligations hereunder has been duly authorized by EMPLOYER and ASSOCIATED and will not result in a breach or violation of any other agreement or the articles of incorporation or bylaws of any party hereto. The undersigned persons are duly authorized representatives of their respective organizations, duly authorized and have the legal capacity to execute and deliver this Agreement. This Agreement is a valid and legal agreement binding on the parties hereto and enforceable in accordance with its terms.

14.5 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, or to violate any applicable law, then it shall be deemed null and void solely to the extent thereof, without affecting the balance of this Agreement.

14.6 Any notice, request, demand, or other communication required or permitted to be given hereunder shall be deemed to be given upon receipt after having been personally delivered, deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested or with a nationally recognized overnight delivery service (e.g., Federal Express, DHL, UPS) as follows:

City of Franklin,
9229 W. Loomis Road
Franklin, WI 53132

ASSOCIATED:
Associated Bank, N.A.
1305 Main St. MS 7741
Stevens Point, WI 54481
Attention: HSA Manager

If to:

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11.3 Arbitrator Powers. Arbitrators (i) will resolve all Disputes in accordance with the substantive law of the Arbitration State, without regard to such state's conflict of laws provisions, (ii) may grant any remedy or relief that a court of the Arbitration State could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award, and (iii) will have the power to award recovery of all costs and fees, to impose sanctions, and to take such other actions as they deem necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure or the Rule of Civil Procedure in the Arbitration State.

SECTION 12: GOVERNING LAW; DISPUTE RESOLUTION; VENUE

12.1 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws principles, and, to the extent applicable, the laws of the United States.

12.2 The parties will attempt in good faith to amicably resolve any dispute, claim or breach arising out of or relating to the Agreement (each, a "Dispute") by negotiations between executives of the parties who have authority to settle the Dispute. Either party may give the other party written notice of any Dispute not resolved in the normal course of business. Within fifteen (15) calendar days after delivery of the notice, the receiving party will submit to the other party a written response. The notice(s) and the response(s) will each include (i) a statement of each party's position and a summary of arguments supporting that position, and (ii) the name and title of the executive who will represent that party and of any other person who will accompany the executive. Within thirty (30) calendar days after delivery of the disputing party's notice(s), the executives of the parties subject to the dispute will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to attempt to resolve the Dispute. All reasonable requests for information made by one party to the other will be honored. If the matter has not been resolved within sixty (60) calendar days of the disputing party's notice, or if the parties fail to meet within thirty (30) calendar days, either party may submit the controversy or claim for arbitration in the manner set forth in Section 11. The foregoing will not restrict a party from seeking preliminary or emergency equitable relief in court or from taking such action as it may deem necessary or advisable to secure or maintain a superior position or avoid prejudice to its rights and remedies.

12.3 The parties shall continue to perform its obligations under the Agreement in good faith during the resolution of such dispute, as if such dispute had not arisen, unless and until the Agreement is terminated.

12.4 The parties hereby agree that the Wisconsin Circuit Court for Brown County and the United States District Court for the Eastern District of Wisconsin shall have exclusive jurisdiction over any controversy between EMPLOYER and ASSOCIATED relating to the Agreement. EMPLOYER and ASSOCIATED hereby submit to the personal jurisdiction of such courts, hereby waive any claim or defense based on the jurisdiction or venue of such courts, and agree not to commence an action against the other party in any other court.

SECTION 13: FORCE MAJEURE

Neither party shall be liable for any delay in performing hereunder if such delay is caused by conditions beyond its control, such as (by way of illustration) government restrictions, wars, insurrections, acts of terrorism, or natural disasters, provided the affected party is without fault in causing such delay, uses all reasonable diligence to mitigate the effects of the force majeure event and restore normal operations as soon as possible, and implements its disaster recovery

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with a copy to: Associated Banc-Corp
330 East Kilbourn Ave
Milwaukee, WI 53202

or to such other person or at such other address as either party may hereafter designate by notice to the other party in writing.

- 13.7 There are no understandings not contained in this Agreement and the attachments, and this Agreement shall be deemed to supersede and cancel all previous contracts, arrangements, prior negotiations, and/or understandings that may have existed or may exist between the parties with respect to the subject matter hereof. This Agreement may be amended or rescinded only by a written instrument duly signed by an authorized officer of each of EMPLOYER and ASSOCIATED.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Agreement as of the date first written above.

EMPLOYER

ASSOCIATED

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

17231719.2



Employee Benefits Corporation

Amendment of the Plan Adoption Agreement

1

Fax to: 608 831 4790
Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
Phone support: 800 346 2126 | 608 831 8445
E-mail support: employerservices@ebcflex.com

City of Franklin (F166)

Employer

3 9 - 6 0 0 5 8 9 7

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Validation

Please return ALL pages.

ALL Plan Design changes are subject to review and approval by Employee Benefits Corporation. A \$50 fee will be charged for mid-year changes. Plan Renewal changes will be processed at no additional charge up through two weeks following the start of your new plan year.

Authorization

The undersigned, as an authorized representative of the Employer hereby certifies that on

0 9 - 1 7 - 2 0 1 8

the governing body¹ of the Employer adopted the following resolutions:

Date (mm-dd-yyyy)

WHEREAS, the Employer had maintained for the benefit of its employees and their beneficiaries a Section 125 cafeteria plan (the Plan) with the name of

Choose only one option:

☒ [Employer Name] Flexible Compensation Plan

☐ Previously established custom name:

Enter the custom Plan name

WHEREAS, the Employer wishes to amend the Plan pursuant to the Employer's amendment authority as set forth in the Plan Document.

NOW, THEREFORE, BE IT RESOLVED, that the Employer hereby amends the Plan as follows, effective

0 1 - 0 1 - 2 0 1 9

Effective date of the change (mm-dd-yyyy)

INSTRUCTIONS: Please check the box in the appropriate section and enter the information completely. Leave the section blank and do NOT check the box if there are no changes.

☐ Change Collectively Bargained Benefit

☐ Yes, this benefit is collectively bargained ☐ No, this benefit is not collectively bargained

☐ Change Plan Year

If the new start date is before the current plan year's end date, the current plan will be shortened.

If the new start date is after the current plan year's end date, a short initial plan year will be created.

☐ Use a calendar Plan Year (January 01 - December 31) beginning January 1, 20

☐ Use an off-calendar Plan Year. The new plan year end date will be 12 months later.

New Plan Year Start Date (mm-dd-yyyy)

¹Board of directors, in the case of a corporation. Voting partners in the case of a partnership. Managers in the case of a limited liability.

☒ **Change Group Premium Accounts**

	Renewal Month (mm-dd)	Add	Remove		Renewal Month (mm-dd)	Add	Remove
Medical Insurance	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>	Accidental Death and Dismemberment Insurance	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
Health Savings Account (HSA) contributions	<input type="text"/> 0 <input type="text"/> 1 <input type="text"/> - <input type="text"/> 0 <input type="text"/> 1	<input checked="" type="radio"/>	<input type="radio"/>	Cancer Insurance	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
Dental Insurance	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>	Accident	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
Disability	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>	Hospital Indemnity	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
Group Term Life Insurance (up to \$50,000/Employee only)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>	MA Commonwealth Connector Benefits/Individual Medical Insurance	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
Vision	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>	<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="radio"/>	<input type="radio"/>
				Other: Insurance type name			

☒ **Change Flexible Spending Accounts**

	Add	Remove		Add	Remove
Health Care FSA	<input type="radio"/>	<input type="radio"/>	Dependent Care FSA	<input type="radio"/>	<input type="radio"/>
Limited Health Care FSA	<input checked="" type="radio"/>	<input type="radio"/>	Individual Billed Premium Account	<input type="radio"/>	<input type="radio"/>

☐ **Change 2-1/2 Month Grace Period**

	Add	Remove
Health Care FSA/Limited Health Care FSA	<input type="radio"/>	<input type="radio"/>
Dependent Care FSA	<input type="radio"/>	<input type="radio"/>
Individual Billed Insurance Premium	<input type="radio"/>	<input type="radio"/>

☐ **Health Care FSA Rollover** (may not allow 2 1/2 month grace period)

- ☐ Do not allow Rollover ☐ Allow Rollover in Health Care FSA

Maximum Rollover Amount

- ☐ Statutory Maximum (\$500) ☐ \$

Maximum Rollover Amount

Rollover Requirements

- ☐ Allow Participants to Rollover Health Care FSA funds without a new plan year election (No Minimum)
- ☐ Allow Participants to Rollover Health Care FSA funds without a new plan year election if rollover amount is equal or greater than the minimum amount

\$

Minimum Rollover Amount

- ☐ Allow Participants to Rollover Health Care FSA funds only if a new plan year election is made

☐ **Change Flexible Spending Accounts Annual Limits****Health Care and Limited Health Care FSA**

\$ ☐ No minimum

Minimum election amount (0000)

\$ ☐ Statutory maximum

Maximum election amount (0000)

Dependent Care FSA

\$ ☐ No minimum

Minimum election amount (0000)

Individual Billed Insurance Premiums Account

\$ ☐ No minimum

Minimum election amount (0000)

☐ **Change Employer Contributions**

- ☐ None ☐ Group Premiums ☐ Health Care FSA ☐ Limited Health Care FSA ☐ Dependent Care FSA
☐ All ☐ Individual Billed Premium Account

\$
Amount (0000)

Eligibility:

Frequency: ☐ Pay Period ☐ Annually-Plan Start ☐ Other:

☐ Health Savings Account (HSA)

\$ Single
Amount (0000)

\$ Family
Amount (0000)

\$ Other:
Amount (0000)

\$ Other:
Amount (0000)

Frequency: ☐ Pay Period ☐ Monthly ☐ Quarterly ☐ Annually-Plan Start ☐ Other:

☐ **Change Cash-in-lieu of Insurance Premiums**

Health Insurance: ☐ No ☐ Yes

\$
Amount (0000)

Frequency: ☐ Pay Period ☐ Monthly ☐ Quarterly ☐ Annually-Plan End ☐ Annually-Plan Start ☐ Other:

Other Insurance Type: ☐ No ☐ Yes

Type:

\$
Amount (0000)

Frequency: ☐ Pay Period ☐ Monthly ☐ Quarterly ☐ Annually-Plan End ☐ Annually-Plan Start ☐ Other:

☐ **Change Eligibility Requirements**

Hourly Requirement: Hours per week

Other:

Waiting Period:

☐ First of the month after:

☐ 30 days ☐ 60 days ☐ 90 days ☐ Date of hire

☐ Other:

☐ From date of hire:

☐ 30 days ☐ 60 days ☐ 90 days

☐ Other:

☐ On date of hire

☐ Other:

Other Requirement:

☒ **Please Sign and Date the Document**

Further Resolved, that the Employer authorizes and directs its officers to take all necessary or appropriate actions to carry out the above resolutions, such as execution of an amended Service Agreement with Employee Benefits Corporation

X

Employer Signature

Date (mm-dd-yyyy)

Print Name

Title

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE October 16, 2018
REPORTS AND RECOMMENDATIONS	<p>Potential Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses (of an approximate 164-acre site generally located north and south of West Loomis Road, south of West Ryan Road, west of South 112th Street, east of South 124th Street and north of West Oakwood Road) Project Development Agreement (Bear Development, LLC; Loomis and Ryan, Inc. Developers). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.13.</i>

COUNCIL ACTION REQUESTED

A motion to enter closed session pursuant to Wis. Stat. § 19.85(1)(e), to deliberate upon a Potential Tax Incremental District No. 6 Mixed-Use Industrial, Commercial, Retail, Single-Family Residential and Open Space Uses Project Development Agreement, the negotiation of Agreement terms and the investing of public funds in relation thereto, for competitive and bargaining reasons, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/18
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached listing from meeting of October 16, 2018.</p> <p>COUNCIL ACTION REQUESTED</p>		



9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

**License Committee
Agenda*
Aldermen's Room
October 16, 2018 – 5:50 pm**

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 5:55 p.m.	Rachel M Werther 10810 W Oakwood Rd Franklin, WI 53132 Walgreens #05459			
Operator	Alexis R Adamek 2251 S 63 rd St West Allis, WI 53219 Sendik's Food Market			
Operator	Justin R Agner W136S7681 Fairfield Dr Muskego, WI 53150 Hideaway Pub & Eatery			
Operator	Janet L Beyer 8034 W Lake Dr Wind Lake, WI 53185 Country Lanes			
Operator	Louis G Guzzo 4 W Clarendon Dr Round Lake Beach, IL 60073 Sendik's Food Market			
Operator	Rachel A Olson 5206 W Oakwood Rd Franklin, WI 53132 The Landmark			
Operator	Stephanie K Sauer 10234 W Deerwood Ln Franklin, WI 53132 The Rock Sports Complex			
Change of Agent	Brian J Hilber 13720 W Pleasant View Dr New Berlin WI 53151 Walgreens #05884			
Temporary Entertainment & Amusement	Asusena Contreras Event: Spanish Polka Band for wedding reception Location: 7900 W Crystal Ridge Dr Date of Event: 5/31/2019			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Civic Celebration Fee Waivers: Operator's Licenses, Temporary Class B Beer & Wine License, Temporary Entertainment & Amusement License, Soda License, and Park Permits. Date of Event: 7/3/19 - 7/6/19 Location: Franklin City Hall, Lions Legend Park 1			

<p>Extraordinary Entertainment & Special Event –Application for extension</p>	<p>Rock Sports Complex – The Hills Has Eyes Person in Charge: Scot Johnson Location: 7900 Crystal Ridge Dr Extension of Event date: October 31 through November 3, 2018</p>			
<p>3.</p>	<p>Adjournment</p>			
		Time		

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

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APPROVAL <i>Shw AL</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 10/16/18
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated October 2, 2018 through October 11, 2018 Nos. 170511 through Nos. 170666 in the amount of \$ 1,992,158.47. Included in this listing are EFT's Nos. 3866 through Nos. 3875, Library vouchers totaling \$ 10,678.45 and Water Utility vouchers totaling \$ 10,892.89. Voided checks in the amount of \$ (522.39) are separately listed.

Early release disbursements dated October 2, 2018 through October 10, 2018 in the amount of \$ 1,481,833.75 is provided on a separate listing and is also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated October 12, 2018 is \$ 404,273.24 previously estimated at \$ 405,000.00. Payroll deductions dated October 12, 2018 are \$ 221,102.40 previously estimated at \$ 213,000.00.

The estimated payroll for October 26, 2018 is \$ 384,000.00 with estimated deductions and matching payments of \$ 408,000.00.

The estimated payroll for November 9, 2018 is \$ 396,000.00 with estimated deductions and matching payments of \$ 220,000.00.

There were no Property Tax refunds.

Approval to release payment of the Ballpark Common's Development agreement to Knight Barry Inc. in the amount of \$ 1,443,196.33.

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of October 11, 2018 in the amount of \$ 1,992,158.47 and
- Payroll dated October 12, 2018 in the amount of \$ 404,273.24 and payments of the various payroll deductions in the amount of \$ 221,102.40 plus City matching payments and
- Estimated payroll dated October 26, 2018 in the amount of \$ 384,000.00 and payments of the various payroll deductions in the amount of \$ 408,000.00, plus City matching payments and
- Estimated payroll dated November 9, 2018 in the amount of \$ 396,000.00 and payments of the various payroll deductions in the amount of \$ 202,000.00, plus City matching payments and
- The release of payment to Knight Barry Inc. in the amount of \$1,443,196.33.

ROLL CALL VOTE NEEDED