

Members of the Governing Body will participate by video call-in only due to the COVID-19 pandemic. The public will be able to view the meeting at <https://www.facebook.com/CityofPrairieVillage>

**COUNCIL MEETING AGENDA
CITY OF PRAIRIE VILLAGE
Tuesday, January 18, 2022
6:00 PM**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF THE AGENDA

V. PRESENTATIONS

- County Commissioner Becky Fast
- Dr. Sanmi Areola, Director of Johnson County Department of Health and Environment

VI. PUBLIC PARTICIPATION

If you would like to speak live during the public participation portion of the meeting, please notify City Clerk Adam Geffert at cityclerk@pvkansas.com, and provide your name, address, and email address prior to 3 p.m. on January 18. The City will provide you with a link to join the meeting and will call on those who signed up to speak for up to 3 minutes once public participation begins.

To submit written comment to Council, please email cityclerk@pvkansas.com prior to 3 p.m. on January 18 to be shared with Councilmembers prior to the meeting.

VII. CONSENT AGENDA

All items listed below are considered to be routine by the Governing Body and will be enacted by one motion (roll call vote). There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the regular agenda.

By Staff

1. Approval of regular City Council meeting minutes - January 3, 2022
2. Approval of expenditure ordinance #3010
3. Consider purchase request for police vehicles
4. Consider approval of the 2022 SuperPass interlocal agreement and swim meet letter of understanding
5. Consider interlocal agreement with Johnson County for Nall Avenue, 79th Street to 83rd Street (NAAV0004)

VIII. **COMMITTEE REPORTS**

Finance Committee

- COU2022-05 Consideration of proposed incentive package to assist with recruitment and retention of City employees

IX. **MAYOR'S REPORT**

X. **STAFF REPORTS**

XI. **OLD BUSINESS**

XII. **NEW BUSINESS**

COU2022-06 Consider reappointment of City Attorney David Waters
Mayor Mikkelson

COU2022-08 Consider approval of changes for the 2022 exterior grant and residential sustainability grant programs
Jamie Robichaud

COU2022-09 Consider approval of consulting services agreement with McGrath Human Resources for the completion of a comprehensive compensation and benefits study
Jamie Robichaud

COU2022-11 Consider approval of change order #1 with Superior Bowen for stormwater work at 5424 W. 86th Street
Keith Bredehoeft

COU2022-12 Consider purchase of replacement street sweeper and disposal of asset #5424
Keith Bredehoeft

COVID-19 discussion
Mayor Mikkelson

XIII. **COUNCIL COMMITTEE OF THE WHOLE** (Council President presiding)

COU2022-07 Consider 2022 recreation fee schedule
Meghan Boom

COU2022-10 Consider approval of revisions to CP509 - swimming pool schedule
Meghan Boom

XIV. **ANNOUNCEMENTS**

XV. **ADJOURNMENT**

Johnson County Government

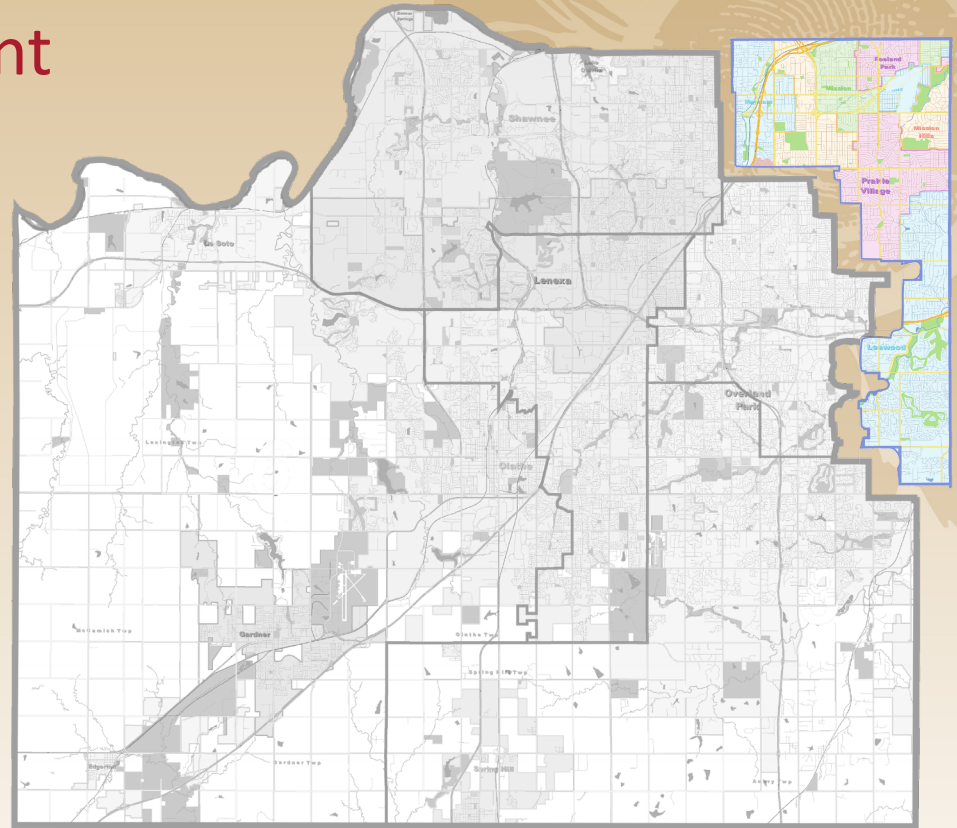
Becky Fast
District 1 Commissioner

Contact Me

jocogov.org/beckyfast

913-715-0725

becky.fast@jocogov.org



CARS PROGRAM



CARS PROGRAM

2022 Funding Sources

Funding Source	Amount
“Gas Tax” (SCCHF)	\$12,732,000
County Support (0.343 mills)	\$4,109,000
Total	\$16,841,000

Funds 50% of eligible construction costs

Projects funded on major and minor roads

Prairie Village Funding - \$630,000

Nall Ave: 79th to 83rd Street





STORMWATER MANAGEMENT

STORMWATER MANAGEMENT

Stormwater Management Strategic Plan

- Watershed organizations established 2020
- Change from emphasis on city needs to watershed needs
- Cities can submit for projects related to:
 - Flood risk reduction
 - Water Quality
 - System Management

NEW: Voluntary Home Buyout Program

5

\$1.5 million budgeted in 2022



STORMWATER MANAGEMENT

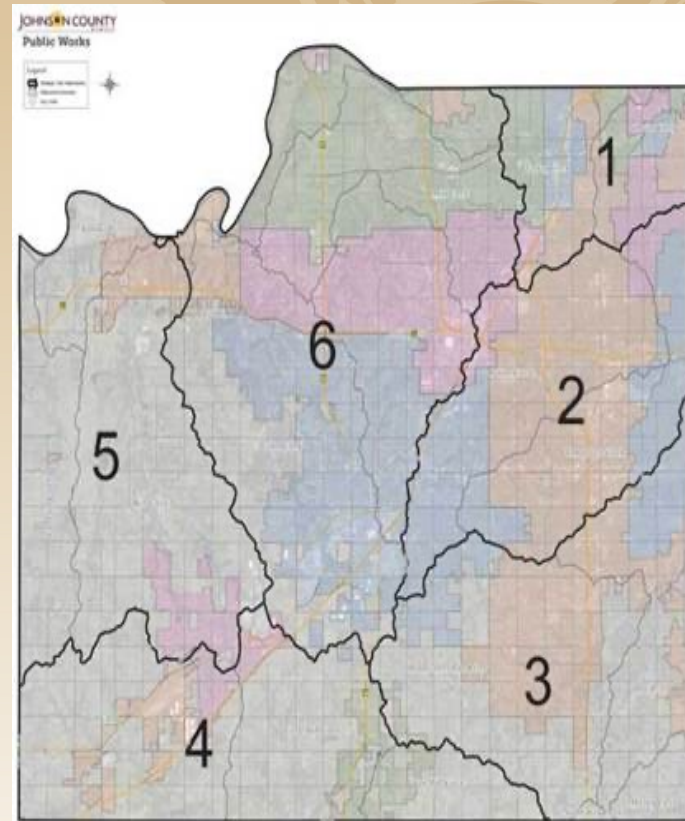
Program funding

- Funded through 1/10 of 1% sales tax
- Total planned expenditure for 2022: \$19,900,000
- Over 96% of 2022 funding is allocated to watershed improvement and system replacement projects

Prairie Village Funded Projects

- 2022 – Windsor Pipe Repair Project - \$150,000
- 2021 – Canterbury Street and Village Drive - \$72,000
- 2021 – Brush Creek at 68th St. and Mission Rd. - \$1,731,5000

6



WASTEWATER MANAGEMENT



TOMAHAWK CREEK



Construction began April 2018

Ribbon cutting in 2022

The new facility will save ratepayers **\$16 million a year**

Current average flow is 15 million gallons per day, roughly 150,000 residents.

Flow received from Leawood, Prairie Village, Overland Park, Olathe

A hand is shown dropping a clear plastic bottle into a dark blue recycling bin. The bin has a white recycling symbol on it. The bin is filled with several other plastic bottles. The background is a blurred outdoor setting with green foliage and a building.

SUSTAINABILITY MEASURES

SUSTAINABILITY MEASURES

CONDUCTING FIRST GREEN HOUSE GAS INVENTORY SINCE 2013

Solid Waste Management Plan 2020-2025

Maximize and Improve Recycling Efforts

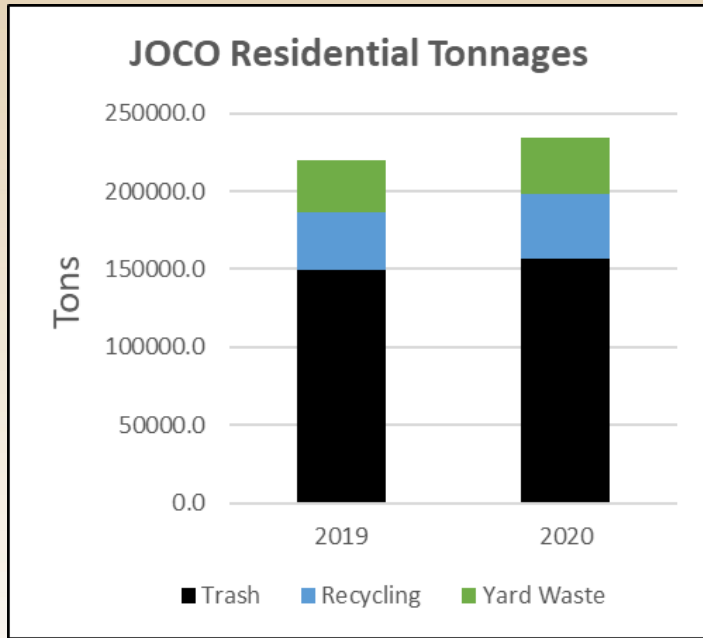
- Organics Management - Exploring new compost facilities
- Regulation & Oversight
 - Continue licensing of residential waste haulers
 - Starting regulation and oversight of commercial haulers

Hazard Waste Innovation Coming - Moving from Nelson Facility

- Next Steps-
 - New site location has been selected
 - Currently working on property acquisition

SUSTAINABILITY MEASURES

Waste and Diversion Trends under COVID



Comparing 2019 and 2020

- Increase in Trash 5%
- Increase in Recycling 14%
- Increase in Yard Waste 4%
- **Overall Diversion – 34.6%**

SUSTAINABILITY MEASURES

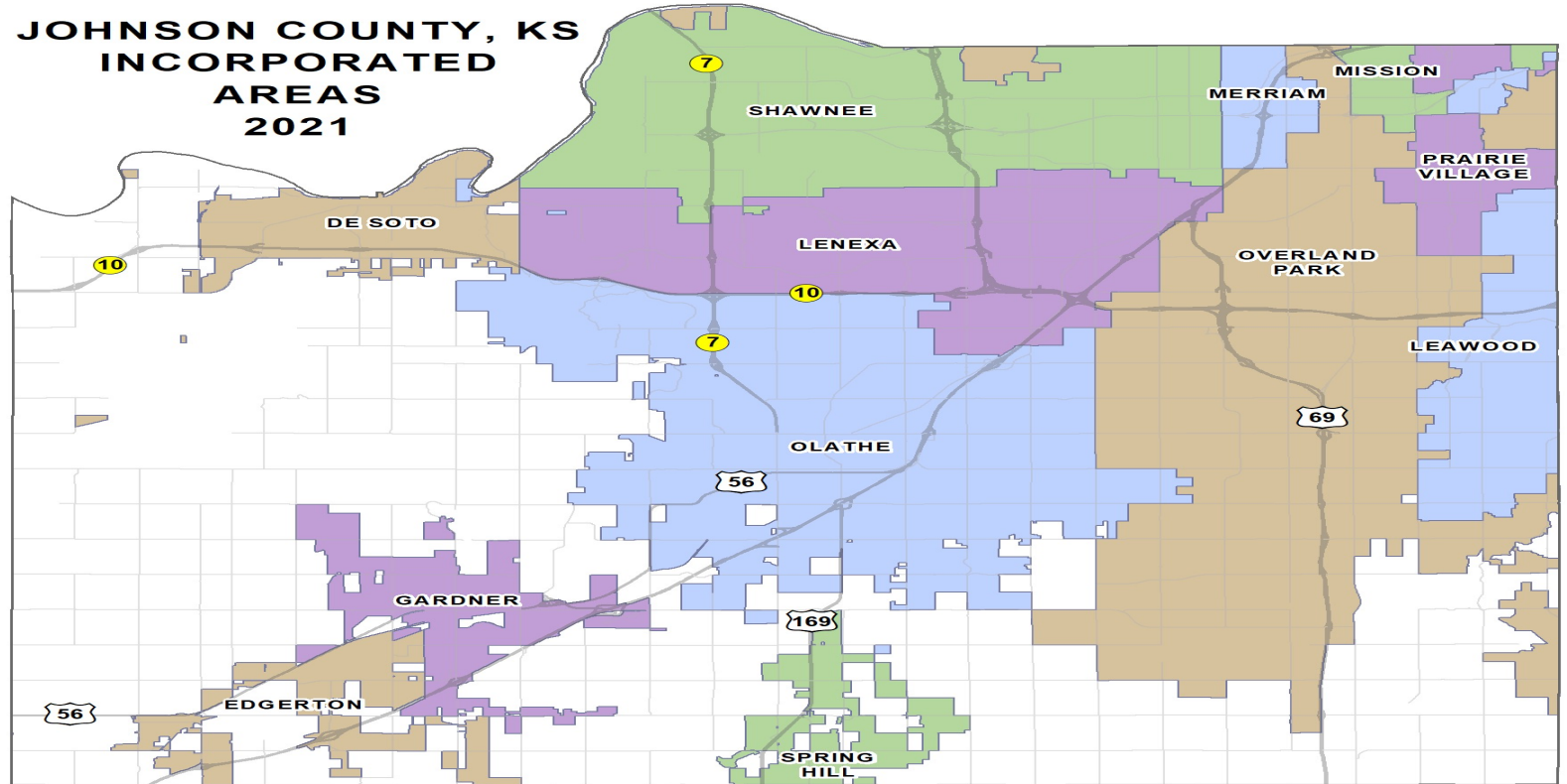
Solar panels

- JoCo Planning began meeting in 2021 to address large scale solar installation
- Recommendations approved by Planning Commission on Dec. 14
- County Commission action scheduled in February on Planning Commission recommendations



MAPS: CITIES VS. UNINCORPORATED

JOHNSON COUNTY, KS INCORPORATED AREAS 2021



291 SQ MILES INCORPORATED (61% OF COUNTY)

STREETS ARE NOT HISTORICAL



VULNERABLE POPULATIONS

JOHNSON COUNTY MENTAL HEALTH CENTER

- 2021: JCMHC began answering all local calls to the National Suicide Prevention Lifeline
- CoResponders: The program now includes 18 co-responders, serving 12 law enforcement agencies and one school district.



MUNICIPAL **WORK RELEASE INMATE PROGRAM**

Average cost to house inmates

- Adult Detention Center Jail - \$203 per day
- Adult Residential Center - \$75.32 per day

County jail fees for cities

- \$75 per day for cities – pay a portion of the \$203
- Municipal pay \$35 per day for inmates staying at ARC
 - Inmates can work and access treatment while at ARC Work Release

Since June 2020

- Over 400 municipal inmates have served their sentence at ARC

AFFORDABLE AND WORKFORCE HOUSING

- Feb. 2021: Johnson County Municipalities Community Housing Study released
- April 2021: BOCC sub-committee formed
- Exploring options:
 - Housing Trust Fund
 - Exterior Housing Grant Program Enhancement
 - Weatherization and Energy Efficiency
 - First-time homebuyer tools



FEDERAL FUNDING

- **2020 - CARES Act Funding:**
 - More than \$8.6 million - health department to combat the virus.
 - \$18.1 million – awarded to our local cities
 - \$13.8 million for small business assistance and workforce development
- **2021- ARPA Funding to Johnson County:**
 - \$117,009,332 for Johnson County (½ 2021, ½ May 2022)
 - Beginning Work on Focus Areas: childcare, housing, workforce

Kill Creek park (Means
Observation Tower)



In 2022 try out a
new trail or park!

Meadowbrook Park



Cedar Niles Park



Lake Lexington Park



My favorite parks

How can we better work together?





**CITY COUNCIL
CITY OF PRAIRIE VILLAGE
JANUARY 3, 2022**

The City Council of Prairie Village, Kansas, met in regular session on Monday, January 3, 2022, at 6:00 p.m. Mayor Mikkelson presided.

ROLL CALL

Roll was called by the City Clerk with the following Councilmembers in attendance: Chad Herring, Cole Robinson, Inga Selders, Ron Nelson, Lauren Wolf (via Zoom), Bonnie Limbird (via Zoom), Dave Robinson, Piper Reimer (via Zoom), Greg Shelton, Courtney McFadden, Ian Graves (via Zoom), and Terrence Gallagher. Staff present: Byron Roberson, Chief of Police; Keith Bredehoeft, Director of Public Works; City Attorney David Waters, attorney with Lathrop & Gage; Wes Jordan, City Administrator; Jamie Robichaud, Deputy City Administrator; Tim Schwartzkopf, Assistant City Administrator; Meghan Boom, Assistant City Administrator; Nickie Lee, Finance Director; Adam Geffert, City Clerk.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mrs. McFadden made a motion to approve the agenda for January 3, 2022. Mr. Nelson seconded the motion, which passed unanimously.

PRESENTATIONS

- Dr. Sunny Sanwar, PhD, CEO of Dynamhex Corporation, provided an update on the results determined by the carbon emission management software purchased by the City.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Mayor Mikkelson asked if there were any items to remove from the consent agenda for discussion:

1. Approval of regular City Council meeting minutes - December 20, 2021
2. Approval of service agreement for Public Works project management software



Mrs. McFadden made a motion to approve the consent agenda as presented. A roll call vote was taken with the following votes cast: “aye”: Herring, C. Robinson, Selders, Nelson, Wolf, Limbird, D. Robinson, Reimer, Shelton, McFadden, Graves, Gallagher. The motion passed unanimously.

COMMITTEE REPORTS

None

MAYOR’S REPORT

- The Mayor stated that although final numbers were not yet available, the City was expected to finish the year ahead of the 2021 budget. Expenses were lower than anticipated, and revenues were equal to or higher than initial estimates.
- The Mayor noted that he had shared committee appointments with Councilmembers the prior week.
- The Mayor and staff interviewed three consulting firms for the pending 2022 employee compensation study.
- The Mayor attended a Johnson County Charter Commission meeting the previous week, noting that no proposals had advanced to be voted on yet.
- The Mayor and staff met with several Northeast Johnson County legislators to discuss the City’s 2022 legislative agenda.
- The Johnson County/Wyandotte County Mayors group was scheduled to meet with state legislators on January 5.
- A Martin Luther King, Jr. Day celebration, sponsored by the City and Stand Up for Black Lives+ Prairie Village, would be held at the Village Church on January 16.
- The Mayor, Mr. Jordan and Chief Roberson planned to attend a Martin Luther King, Jr. Day dinner sponsored by the Olathe branch of the NAACP on January 17.

STAFF REPORTS

- Mr. Bredehoeft provided a summary of Public Works crews’ response to the prior weekend’s snow event. He added that staff continued to take steps to achieve LEED Platinum certification on the new Public Works building.
- Mr. Jordan stated that the January plan of action and project narrative were included in the packet.

OLD BUSINESS

There was no old business to come before the Council.



NEW BUSINESS

COU2022-01 Consider election of 2022 Council President

Mayor Mikkelson said that traditionally, the longest serving Councilmember who had not yet served as Council President was elected to the position. He noted that Mr. Herring had served on the City Council since August 2017, and recommended that the Council ratify his election as Council President.

Mrs. McFadden made a motion to ratify the election of Chad Herring as the new Council President. Mr. Nelson seconded the motion, which passed unanimously.

Mr. Gallagher made a motion for the City Council move to the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson and passed unanimously.

COUNCIL COMMITTEE OF THE WHOLE

2021 Exterior grant & sustainability grant report and 2022 recommended program changes

Ms. Robichaud noted that the exterior grant program was initially launched in 2008 in an effort to address code violations and encourage homeowners to invest in their home's curb appeal. Since then, City staff prepared an annual report for the Governing Body that outlined how program funds were utilized. In 2021, the City allocated \$74,000 from the economic development fund to the program, with the following results:

- 37 exterior grants awarded totaling \$63,981
- 0 applicants were left on the wait list
- Total homeowner investment: \$216,333
- Average grant award for exterior grant: \$1,729
- Average appraised value for homes receiving grants: \$227,314

Ms. Robichaud added that in 2021, the residential sustainability grant was created to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes. \$20,000 was allocated to the program, with the following results:

- 10 sustainability grants awarded totaling \$18,785
- 14 applicants remained on the wait list
- Total homeowner investment: \$166,922
- Average grant award: \$1,878
- Average appraised value for homes receiving grants: \$318,770

Based on results, staff recommended the following changes for 2022:



- Increase the appraised value maximum for the 2022 exterior grant program from \$275,000 to \$300,000
- Remove the \$25 application fee for the exterior grant program
- Reallocate the unused 2021 exterior grant and sustainability grant funds (\$11,215) to the 2022 sustainability grant program - increasing the 2022 budget to \$31,215

Mrs. McFadden asked if HVAC projects should be removed from the sustainability grant program, since they generally did not provide major energy efficiency increases.

Mr. Gallagher made a motion to recommend approval of staff's recommendation for the 2022 exterior grant and sustainability grant programs, increasing the appraised value maximum for the exterior grant from \$275,000 to \$300,000, removing the \$25 application fee for the exterior grant program, and increasing the budget for the 2022 sustainability grant program to \$31,215. Ms. Selders seconded the motion.

After further discussion, Mr. Shelton moved to amend the motion to remove the \$300,000 appraised value maximum from the exterior grant program, and instead use Johnson County's minor home rehabilitation program income limits, equal to 80% of the Department of Housing and Urban Development's annual guidelines. Mrs. McFadden seconded the motion to amend.

Mr. Graves and Ms. Limbird stated that they preferred to leave HVAC replacements as an acceptable usage of sustainability grant funds.

Mr. Shelton withdrew his amendment to the motion, and instead moved to amend the original motion to increase the appraised value maximum for the exterior grant program to \$350,000 for 2022. Mr. Cole Robinson seconded the motion, which passed 10-2, with Mr. Herring and Mr. Gallagher in opposition.

The original motion as amended passed unanimously.

COU2022-02 Discuss City efforts to mitigate the spread of COVID-19

Mayor Mikkelson provided an update on the COVID-19 pandemic, noting that Johnson County transmission numbers had increased dramatically. 637 new cases per 100,000 people had been reported in the past seven days, and the percent positive rate had risen to 21.5%. Hospitalizations and deaths remained steady.

Mr. Jordan stated that the City still had roughly 4000 masks available for residents and businesses to use, though no requests had been received for several months. He added that administrative staff from several Northeast Johnson County cities had met earlier in the day, and that none had considered instituting mask mandates in their cities.



Mr. Waters shared information about a Kansas state law that went into effect January 1, which would allow for the reimbursement of tax dollars to businesses that were shut down or forced to operate with limited functionality by a governing entity due to an emergency order. He noted that an example might include a governing entity requiring a restaurant to reduce its seating capacity, which could result in the City being required to reimburse the restaurant's property tax payments.

Ms. Selders stated that she had heard from several constituents about the difficulty in finding at-home COVID test kits, and suggested the City purchase kits to be made accessible to residents at no charge. Mr. Jordan said that funds were available for the purchase of testing kits and masks. Other Councilmembers recommended increased messaging through social media platforms, making different sizes and varieties of signage available for businesses, and communicating the City's concerns to the Johnson County Board of County Commissioners.

After further discussion, Ms. Limbird moved to have staff draft a letter to the Johnson County Board of County Commissioners requesting proactive efforts to mitigate COVID in local communities and throughout the county. The motion was seconded by Mr. Gallagher, and passed 11-1, with Mr. Dave Robinson in opposition.

Ms. Selders made a motion for staff to purchase 100 COVID test kits to be made available to residents at no charge. Mr. Shelton seconded the motion, and amended it to place a \$5,000 spending cap on the purchase of test kits. The motion passed unanimously.

Mr. Shelton moved to have staff draft a messaging plan aimed at residents and businesses to more clearly communicate COVID mitigation strategies in the community, as well as draft a budget that would support the production of universal signage related to the aforementioned mitigation strategies to be shared with businesses and other entities in public spaces. The motion was seconded by Ms. Wolf, and failed 7-5, with Mr. Herring, Mr. Cole Robinson, Mr. Nelson, Mr. Dave Robinson, Ms. Reimer, Mrs. McFadden and Mr. Gallagher in opposition.

Mr. Cole Robinson moved that the City Council end the Council Committee of the Whole portion of the meeting. The motion was seconded by Mr. Nelson, and passed unanimously.

Ms. Selders moved to advise staff to purchase 100 COVID test kits to be made available to residents at a cost not to exceed \$5,000. Mr. Shelton seconded the motion, which passed unanimously.

ANNOUNCEMENTS

Announcements were included in the Council meeting packet.



PRAIRIE VILLAGE
KANSAS

ADJOURNMENT

Mayor Mikkelson declared the meeting adjourned at 9:14 p.m.

Adam Geffert
City Clerk

CITY TREASURER'S WARRANT REGISTER

DATE WARRANTS ISSUED:

Warrant Register Page No. 1

January 18, 2022

Copy of Ordinance
3010

Ordinance Page No. _____

An Ordinance Making Appropriate for the Payment of Certain Claims.

Be it ordained by the governing body of the City of Prairie Village, Kansas.

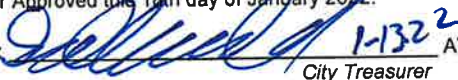
Section 1. That in order to pay the claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of funds in the City treasury the sum required for each claim.

NAME	DATE	AMOUNT	TOTAL
EXPENDITURES:			
Accounts Payable			
25236-25237	12/2/2021	2,770.63	✓
25238-25250	12/6/2021	750.00	✓
25251-25323	12/10/2021	980,593.77	✓
25324-25330	12/17/2021	11,535.62	✓
25331-25401	12/22/2021	468,051.51	✓
25402-25416	12/29/2021	29,161.49	✓
Payroll Expenditures			
12/3/2021		317,495.02	✓
12/17/2021		310,633.40	✓
12/30/2021		316,030.13	✓
Electronic Payments			
Electronic Pmnts	12/1/2021	2,020.31	✓
	12/2/2021	10,786.04	✓
	12/9/2021	4,953.22	✓
	12/13/2021	626.51	✓
	12/14/2021	970.74	✓
	12/15/2021	4,827.94	✓
	12/26/2021	33,020.22	✓
TOTAL EXPENDITURES:			2,494,226.55
Voided Checks	Check #	(Amount)	
Amino Brothers Co	25253	(114,114.22)	
John Mixdorf	25268	(240.00)	
TOTAL VOIDED CHECKS:			(114,354.22)
GRAND TOTAL CLAIMS ORDINANCE			2,379,872.33

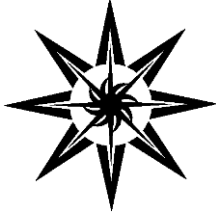
Section 2. That this ordinance shall take effect and be in force from and after its passage.

Passed this 18th day of January 2022.

Signed or Approved this 18th day of January 2022.

ATTEST:  1-13-22
City Treasurer

ATTEST:  1/16/2022
Finance Director



POLICE DEPARTMENT

Council Meeting Date: January 18, 2022

CONSIDER PURCHASE REQUEST FOR POLICE VEHICLES

RECOMMENDATION

Staff recommends the purchase of three (3) 2022 Ford Utility Hybrid Police Interceptors to replace three current patrol vehicles.

Shawnee Mission Ford was awarded the Mid America Council of Public Purchasing (MACPP) Metropolitan Joint Vehicle Bid.

COUNCIL ACTION REQUESTED ON January 18th, 2022.

BACKGROUND

On an annual basis, the Police Department replaces older police units due to age, mileage, and/or maintenance problems. The Police Department is seeking authorization to place an order for three new police units. The vehicle will be purchased from Shawnee Mission Ford, who was awarded the 2022 MACPP Metro Bid. The purchase price for all three vehicles will be \$111,192.00.

This purchase was previously approved by the City Council as part of the 2022 Public Safety Budget.

FUNDING SOURCE

01-03-25-8006-000 / \$111,192.00

PREPARED BY

Captain Eric McCullough
Patrol Commander
Date: January 3, 2022



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 12, 2022

City Council Meeting Date: January 18, 2022

CONSENT AGENDA: Consider approval of the 2022 SuperPass Interlocal Agreement and Swim Meet Letter of Understanding

RECOMMENDATION

Recommend approval of the agreements by and among the City of Prairie Village, Kansas, the City of Leawood, Kansas, the City of Mission, Kansas, the City of Fairway, Kansas, and the City of Roeland Park, Kansas, for use of swimming pool facilities.

BACKGROUND

The SuperPass program allows residents of partner cities to pay a fee in addition to their regular pool membership to gain access to the other cities' pools during the summer season. The program is in its tenth year and is considered a success by all participating municipalities.

In 2019, usage for all participating pools included over 25,000 SuperPass visits. Prairie Village SuperPass participants made 7,917 visits to other pools. The Prairie Village Pool hosted 4,595 visits from members of other pools. The SuperPass program was suspended for the 2020-2021 seasons due to COVID.

In addition to the SuperPass agreement, the partnering cities also annually approve a Letter of Understanding to allow all residents with a regular pool membership to attend each other's pools on dates the host pools are closed for swim/dive meets. This occurs approximately four days per summer and provides resident pool members an alternative option when the pool is closed for meets. There is no fee charged or incurred for this service enhancement.

FINANCIAL IMPACT

In 2019, the program generated \$16,104 for Prairie Village.

ATTACHMENTS

2022 SuperPass Interlocal Agreement
2022 Swim Meet Letter of Understanding

PREPARED BY

Meghan Boom
Assistant City Administrator
Date: January 11, 2022

AGREEMENT BY AND AMONG THE CITY OF FAIRWAY, KANSAS, THE CITY OF LEAWOOD, KANSAS, THE CITY OF MISSION, KANSAS, THE CITY OF PRAIRIE VILLAGE, KANSAS, AND THE CITY OF ROELAND PARK, KANSAS, FOR USE OF SWIMMING POOL FACILITIES

This Agreement made and entered into as of the effective date specified herein by and among the City of Fairway, Kansas (“Fairway”), the City of Leawood, Kansas (“Leawood”), the City of Mission, Kansas (“Mission”), the City of Prairie Village, Kansas (“Prairie Village”), and the City of Roeland Park, Kansas (“Roeland Park”).

RECITALS

A. The cities of Fairway, Leawood, Mission, Prairie Village and Roeland Park (each a “City” and collectively the “Cities”), operate the public outdoor swimming pool facilities (“Pool Facilities”) described on the attached Exhibit A.

B. The Cities desire to enter into this Agreement to allow the residents of each City the option to use all of the Pool Facilities during the 2022 Swim Season, defined below, with the purchase of a special pass.

C. K.S.A. § 12-2908 authorizes the Cities to enter into this agreement.

NOW, THEREFORE, pursuant to, and in accordance with, the statutory authority invested in the Cities Agreement, and in consideration of the mutual advantage received by each party, the parties hereto enter into this Agreement upon, and subject to, the following terms and conditions:

I. PURPOSE AND INTENT.

The purpose of this Agreement is to establish cooperation among the by making all of the Pool Facilities available for use by the qualified patrons of all the Cities with the purchase of a special pass during the 2022 swim season, which commences approximately May 28, 2022 and ends approximately September 5, 2022 (“2022 Swim Season”).

II. EFFECTIVE DATE AND TERM.

This Agreement shall become effective upon its adoption by each participating jurisdiction and shall remain in full force and effect for a term of one (1) year from the effective date hereof.

III. COOPERATION USE OF POOL FACILITIES.

As part of its program for use of its Pool Facilities during the 2022 Swim Season, each City shall establish and authorize a category of pool pass entitled “Super Pool Pass” with the following features:

a. The Super Pool Pass will be offered by each City as an additional option to Qualified Patrons, defined below, who are purchasing a family or individual season pass to that City’s Pool Facilities. As to each City, the term “Qualified Patron” means (a) residents of the City, and (b) non-residents of the City who have purchased a pool membership in the City for the immediately preceding year.

b. For Qualified Patrons who are residents of a City, the cost of a Super Pool Pass will be \$60 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$25 per individual category of seasonal pool pass. For Qualified Patrons who are non-residents of a City, the cost of a Super Pool Pass will be \$65 per family up to five (5) person family category of seasonal pool pass, with an additional charge of \$5 for each additional family member, and \$30 per individual category of seasonal pool pass.

c. The Super Pool Pass fee will be collected by each City in the same manner as standard seasonal pool passes.

d. The Super Pool Pass will be designated with a high quality, not easily reproducible sticker added to the seasonal pass card of qualified patrons. The Cities will agree in advance on the form and cost of the sticker. Cities without seasonal pass cards will need to produce a form of season pass card on which to affix the sticker. The cost of the stickers will be funded by the pooled dollars described below.

e. The Super Pool Pass will authorize the holders access to any of the Pool Facilities described on the attached Exhibit A during the 2022 Swim Season.

f. Each City will keep track of (i) the sales of Super Pool Passes by category, and (ii) the number of times each day a Super Pool Pass is used to enter any of its Pool Facilities and how many individuals are admitted for each use of a family Super Pool Pass; and report these counts

by email at the end of the season to the Assistant City Administrator at Prairie Village. Prairie Village will email the tally to all of the Cities promptly upon receipt of the tallies from all Cities.

g. Each City will retain one-half of the Super Pool Pass revenue, and hold the other half (the “Shared Revenue”) in suspense until the end of the season.

h. The Shared Revenue will be summed to reach a total of pooled revenue, and used initially to pay for the cost of the stickers. The remaining pooled revenue will then be distributed proportionally to each City based on the Super Pool Pass use count at the City’s Pool Facilities divided by the total number of Super Pool Pass use count. The calculation will be used to determine the transfer of funds among Cities based on money collected and due each entity. For example, if at the end of the 2022 Swim Season Super Pool Passes were used on 500 occasions at all Pool Facilities, and on 100 occasions at the Mission Pool Facilities, then Mission would be credited 1/5th of the pooled revenue. This number will be compared to dollars collected in Mission to determine transfer in or out of funds.

i. Qualified Patrons who are residents may only purchase Super Pool Passes from the City in which they reside.

IV. POOL SAFETY STANDARDS

Each City agrees to operate and maintain its Pool Facility in compliance with safety standards generally applicable to municipal pool facilities in Kansas, including, but not limited to, the following practices:

a. All Pool Facilities must comply with federal regulations contained in the Virginia Graeme-Baker Act.

b. All Pool Facilities must be municipally owned and either (a) operated by municipal staff, (b) operated by a professional pool management company engaged by the city.

c. All Pool Facilities must meet facility standards in regards to proper placement of guards, number of guards on duty and facility readiness standards as published by the American Red Cross, Ellis and Associates, or Starguard.

d. All lifeguards must receive lifeguard certification from an accredited association.

e. All Pool Facilities must comply with the Kansas Amusement Ride Act, K.S.A. 44-1601 et seq., and amendments thereto.

V. LIABILITY

The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto on the day and year indicated by each signature.

[Signature pages follow]

CITY OF FAIRWAY, KANSAS

By _____

Melanie Hepperly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF LEAWOOD, KANSAS

By _____

Peggy Dunn, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF MISSION, KANSAS

By _____

Sollie Flora, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF PRAIRE VILLAGE, KANSAS

By _____

Eric Mikkelson, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

CITY OF ROELAND PARK, KANSAS

By _____

Mike Kelly, Mayor

Attest:

City Clerk

Approved as to Form:

City Attorney

Exhibit A

CITY	OUTDOOR POOL FACILITIES
Fairway	6136 Mission Road Fairway, KS 66205
Leawood	10601 Lee Boulevard Leawood, KS 66206
Mission	6090 Woodson Road Mission, KS 66202
Prairie Village	7711 Delmar Street Prairie Village, KS 66208
Roeland Park	4843 Rosewood Drive Roeland Park, KS 66205

Letter of Understanding

This UNDERSTANDING (“Understanding”) is made and entered into this day of _____, 2022 by and between the **Cities of Fairway, Leawood, Prairie Village, Roeland Park, and Mission**, (individually referred to as “Hosting Agency and collectively as “Hosting Agencies”), for the following arrangement (the "Arrangement"): On days when an agency hosts a swim or dive meet, all other non-hosting agencies will honor host agency memberships.

RECITALS

1. The Hosting Agencies recognize the importance of cooperation for the purposes of providing high quality services to their constituents; and
2. Each of the Hosting Agencies is involved in the Johnson County Swim and Dive League or the MOKAN Swim and Dive League.

CONDITIONS

1. This Arrangement shall only apply to the 2022 swim and dive team season from the beginning of June to the end of July.
2. This Arrangement is only applicable on days when a Hosting Agency must be closed during regular business hours to host a meet.
3. Members of the Hosting Agencies may gain admission, at no cost, to any non-Hosting Agency’s outdoor swimming pool facilities by providing agency issued membership identification.
4. Non-Hosting Agencies will honor host agency memberships during ALL regular business hours on meet days.
5. Any Hosting Agency may “opt out” of this Arrangement by providing written notice to each other Hosting Agency. Hosting Agencies shall meet at the end of the season to evaluate the success of the Arrangement and determine participation for the 2022 season.
6. The purpose of this Agreement is only to set forth the rights and duties of the parties with regard to the cooperative use of Pool Facilities described above. This Agreement does not create any right, benefit, or cause of action for any third party. By executing this Agreement, none of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. Each party shall be solely responsible for any loss, damage, injury, or death to a third party (parties) arising out of or related to the acts or omissions of its employees or agents and not those of any other party.

[Signatures]

CITY OF FAIRWAY, KANSAS

By: _____
Melanie Hepperly, Mayor

Attest: _____

CITY OF LEAWOOD, KANSAS

By: _____
Peggy Dunn, Mayor

Attest: _____

CITY OF MISSION, KANSAS

By: _____
Sollie Flora, Mayor

Attest: _____

CITY OF PRAIRIE VILLAGE, KANSAS

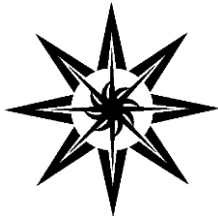
By: _____
Eric Mikkelson, Mayor

Attest: _____

CITY OF ROELAND PARK, KANSAS

By: _____
Mike Kelly, Mayor

Attest: _____



PUBLIC WORKS DEPARTMENT

Consent Agenda: January 18, 2022

CONSIDER INTERLOCAL AGREEMENT WITH JOHNSON COUNTY FOR NALL AVENUE, 79TH STREET TO 83RD STREET (NAAV0004)

RECOMMENDATION

Move to approve the interlocal agreement with Johnson County for improvements to Nall Avenue, 79th Street to 83rd Street (NAAV0004).

BACKGROUND

The Governing Body approved the City of Prairie Village annual County Assistance Road System (CARS) Program submittal at the May 3, 2021, City Council meeting which included the Nall Avenue, 79th Street to 83rd Street Improvement Project. The Johnson County Board of Commissioners has approved our submittal for funding.

An Interlocal Agreement has been received from Johnson County for execution by Prairie Village. This agreement will limit the County share to 50% of the project's construction costs or \$630,000. The County's funding for this project comes from the (CARS) Program.

This project is a part of the 2022 CIP.

FUNDING SOURCE

Funding is available in the CIP project NAAV0004.

ATTACHMENTS

1. Interlocal Agreement with Johnson County (320001368)

PREPARED BY

Melissa Prenger, Senior Project Manager

January 12, 2021

**Agreement between Johnson County, Kansas,
and the City of Prairie Village, Kansas, for the Public Improvement of
Nall Avenue from 79th Street to 83rd Street
(320001368)**

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between the Board of County Commissioners of Johnson County, Kansas ("Board") and the City of Prairie Village, Kansas, ("City").

WITNESSETH:

WHEREAS, the parties have determined that it is in the best interests of the general public in making certain public improvements to Nall Avenue from 79th Street to 83rd Street (the "Project"); and

WHEREAS, the laws of the State of Kansas authorize the parties to this Agreement to cooperate in undertaking the Project; and

WHEREAS, the governing bodies of each of the parties have determined to enter into this Agreement for the purpose of undertaking the Project, pursuant to K.S.A. 12-2908 and K.S.A. 68-169, and amendments thereto; and

WHEREAS, the Project has been approved, authorized, and budgeted by the Board as an eligible project under the County Assistance Road System ("CARS") Program; and

WHEREAS, the Board has, by County Resolution No. 106-90, authorized its Chairman to execute any and all Agreements for County participation in any CARS Program project which has been approved and authorized pursuant to the Policies and Guidelines adopted by the Board and for which funding has been authorized and budgeted therefore; and

WHEREAS, the governing body of the City did approve and authorize its Mayor to execute this Agreement by official vote on the _____ day of _____, 2022.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the parties agree as follows:

1. **Purpose of Agreement.** The parties enter into this Agreement for the purpose of undertaking the Project to assure a more adequate, safe and integrated roadway network in the developing and incorporated areas of Johnson County, Kansas.

2. **Estimated Cost and Funding of Project**

a. The estimated cost of the Project (“Project Costs”), a portion of which is reimbursable under this Agreement, is One Million Five Hundred Sixty Thousand Dollars (\$1,560,000).

b. Project Costs include necessary costs and expenses of labor and material used in the construction of the Project and construction inspection and staking for the Project.

c. The Project Costs shall be allocated between the parties as follows:

i. The Board shall provide financial assistance for the Project in an amount up to but not exceeding Fifty Percent (50%) of the Project Costs. However, the Board's financial obligation under this Agreement shall be limited to an amount not to exceed Six Hundred Thirty Thousand Dollars (\$630,000). For purposes of this Agreement, Project Costs shall not include any portion of costs which are to be paid by or on behalf of any state or federal governmental entity or for which the City may be reimbursed through any source other than the general residents or taxpayers of the City. Further, it is understood and agreed by the parties hereto that the Board shall not participate in, nor pay any portion of, the Costs incurred for or related to the following:

1. Land acquisition, right-of-way acquisition, or utility relocation;
2. Legal fees and expenses, design engineering services, Project administration, or financing costs;

3. Taxes, licensing or permit fees, title reports, insurance premiums, exactions, recording fees, or similar charges;
4. Project overruns;
5. Project scope modifications or major change orders which are not separately and specifically approved and authorized by the Board; and;
6. Minor change orders which are not separately and specifically approved and authorized by the Director of Public Works & Infrastructure of Johnson County, Kansas ("Public Works Director"). Minor change orders are those which do not significantly alter the scope of the Project and which are consistent with the CARS Program Policies and Guidelines and administrative procedures thereto adopted by the Board.

It is further understood and agreed that notwithstanding the designated amount of any expenditure authorization or fund appropriation, the Board shall only be obligated to pay for the authorized percentage of actual construction costs incurred or expended for the Project under appropriate, publicly bid, construction contracts. The Board will not be assessed for any improvement district created pursuant to K.S.A. 12-6a01 et seq., and amendments thereto, or any other improvement district created under the laws of the State of Kansas.

- ii. The City shall pay One Hundred Percent (100%) of all Project Costs not expressly the Board's obligation to pay as provided in this Agreement.

3. **Financing**

- a. The Board shall provide financial assistance, as provided in Paragraph 2.c. above, towards the cost of the Project with funds budgeted, authorized, and appropriated by the Board and which are unencumbered revenues that are on-hand in deposits of Johnson County, Kansas. This paragraph shall not be construed as limiting the ability of the Board to finance its portion of the costs and expenses of the Project through the issuance of bonds or any other legally authorized method.
- b. The City shall pay its portion of the Project Costs with funds budgeted, authorized, and appropriated by the governing body of the City.

4. **Administration of Project.** The Project shall be administered by the City, acting by and through its designated representative who shall be the City public official designated as Project Administrator. The Project Administrator shall assume and perform the following duties:

- a. Cause the making of all contracts, duly authorized and approved, for retaining consulting engineers to design and estimate the Project Costs.
- b. Submit a copy of the plans and specifications for the Project to the Johnson County Public Works Director for review, prior to any advertisement for construction bidding, together with a statement of estimated Project Costs which reflects the Board's financial obligation under the terms of this Agreement. The Public Works Director or his designee shall review the copy of the plans and specifications for the Project and may, but shall not be obligated to, suggest changes or revisions to the plans and specifications.
- c. If required by applicable state or federal statutes, solicit bids for the construction of the Project by publication in the official newspaper of the City. In the solicitation of bids, the appropriate combination of best bids shall be determined by the City.
- d. Cause the making of all contracts and appropriate change orders, duly authorized and approved, for the construction of the Project.
- e. Submit to the Public Works Director a statement of actual costs and expenses in the form of a payment request, with attached copies of all invoices and supporting materials, on or before the tenth day of each month following the

month in which costs and expenses have been paid. The Public Works Director shall review the statement or payment request to determine whether the statement or payment request is properly submitted and documented and, upon concurrence with the Finance Director of Johnson County, Kansas, (“Finance Director”) cause payment to be made to the City of the Board's portion of the Project Costs within thirty (30) days after receipt of such payment request. In the event federal or state agencies require, as a condition to state or federal participation in the Project, that the Board make payment prior to construction or at times other than set forth in this subsection, the Public Works Director and the Finance Director may authorize such payment.

- f. Except when doing so would violate a state or federal rule or regulation, cause a sign to be erected in the immediate vicinity of the Project upon commencement of construction identifying the Project as part of the CARS Program. The form and location of the sign shall be subject to the review and approval of the Public Works Director.

Upon completion of the construction of the Project, the Project Administrator shall submit to each of the parties a final accounting of all Project Costs incurred in the Project for the purpose of apportioning the same among the parties as provided in this Agreement. It is expressly understood and agreed that in no event shall the final accounting obligate the parties for a greater proportion of financial participation than that set out in Paragraph 2.c. of this Agreement. The final accounting of Project Costs shall be submitted by the Project Administrator no later than sixty (60) days following the completion of the Project construction.

It is further understood and agreed by the City that to the extent permitted by law and subject to the provisions of the Kansas Tort Claims Act including but not limited to maximum liability and immunity provisions, the City agrees to indemnify and hold the County, its officials, and agents harmless from any cost, expense, or liability not expressly agreed to by the County which result from the negligent acts or omissions of the City or its employees or which result from the City's compliance with the Policy and Procedures.

This agreement to indemnify shall not run in favor of or benefit any liability insurer or third party.

In addition, the City of Prairie Village shall, and hereby agree to, insert as a special provision of its contract with the general contractor ("Project Contractor") chosen to undertake the Project construction as contemplated by this Agreement the following paragraphs:

The Project Contractor shall defend, indemnify and save the Board of County Commissioners of Johnson County, Kansas and the City of Prairie Village harmless from and against all liability for damages, costs, and expenses arising out of any claim, suit, action or otherwise for injuries and/or damages sustained to persons or property by reason of the negligence or other actionable fault of the Project Contractor, his or her sub-contractors, agents or employees in the performance of this contract.

The Board of County Commissioners of Johnson County, Kansas shall be named as an additional insured on all policies of insurance issued to the Project Contractor and required by the terms of his/her agreement with the City.

5. Acquisition of Real Property for the Project

- a. The Board shall not pay any costs for acquisition of real property in connection with the Project.
- b. The City shall be responsible for the acquisition of any real property, together with improvements thereon, located within the City's corporate boundaries, which is required in connection with the Project; such real property acquisition may occur by gift, purchase, or by condemnation as authorized and provided by the Eminent Domain Procedure Act, K.S.A. 26-201 et seq. and K.S.A. 26-501 et seq., and any such acquisition shall comply with all federal and state law requirements.

6. **Duration and Termination of Agreement**

- a. The parties agree that this Agreement shall remain in full force and effect until the completion of the Project, unless otherwise terminated as provided for in Paragraph 6.b. herein below. The Project shall be deemed completed and this Agreement shall be deemed terminated upon written certification to each of the parties by the Project Administrator that the Project has been accepted as constructed. The City shall provide a copy of the Project Administrator's certification to both the Public Works Director and the Finance Director within thirty (30) days of the Project Administrator's determination that the Project is complete.
- b. It is understood and agreed that the Public Works Director shall review the status of the Project annually on the first day of March following the execution of this Agreement to determine whether satisfactory progress is being made on the Project by the City. In the event that the Public Works Director determines that satisfactory progress is not being made on the Project due to the City's breach of this Agreement by not meeting the agreed upon project deadlines or otherwise not complying with the terms of this Agreement, the Public Works Director is authorized to notify the City that it shall have thirty (30) days from receipt of such notification to take steps to cure the breach (the "Cure Period"). It is further understood and agreed that the Board shall have the option and right to revoke funding approval for the Project and terminate this Agreement should the Board find, based upon the determination of the Public Works Director, that satisfactory progress is not being made on the Project and that the City has not taken sufficient steps to cure the breach during the Cure Period. Should the Board exercise its option as provided herein, it shall send written notice of the same to the City and the Board shall have no further liability or obligation under this Agreement.

7. **Placing Agreement in Force.** The attorney for the City shall cause sufficient copies of this Agreement to be executed to provide each party with a duly executed copy of this Agreement for its official records.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by each of the parties hereto and made effective on the day and year first above written.

**Board of County Commissioners of
Johnson County, Kansas**

City of Prairie Village, Kansas

Ed Eilert, Chairman

Eric Mikkelson, Mayor

Attest:

Attest:

Lynda Sader
Deputy County Clerk

City Clerk

Approved as to form:

Approved as to form:

Robert A. Ford
Assistant County Counselor

City Attorney



FINANCE COMMITTEE

Finance Committee Date: January 11, 2022
City Council Meeting Date: January 18, 2022

COU2022-05: Consideration of proposed incentive package to assist with recruitment and retention of City employees

RECOMMENDATION

Make a motion to approve the Finance Committee's recommendation and authorize COU2022-05, establishing an employee incentive package to assist in addressing recruitment and retention of City employees.

BACKGROUND

The Finance Committee met on January 11, 2022 and voted unanimously to recommend approval of the following benefits to help with recruitment and retention of City employees:

- 1) Allow sworn police officers to participate in the City's supplemental retirement plan - approximately \$182,841 annually
- 2) Provide all full-time employees with a one-time inflation bonus of 3.8% - \$259,051 one-time cost
- 3) Offer a sign-on bonus for new hires - \$26,500 one-time cost
- 4) Offer a time-in-service bonus of 5% to all employees on their 3rd anniversary and every subsequent 3 years - approximately \$104,121 annually

These recommendations are based on the attached memo that was provided to the Finance Committee for consideration.

FUNDING OPTIONS

The cost of the one-time incentives could be covered with General Fund excess fund balance as a result of revenues exceeding budgeted amounts in 2021. The General Fund forecast anticipates maintaining at least a 35% fund balance, exceeding the City's minimum fund balance requirement of 25%. The ongoing cost can be absorbed through salary savings due to vacancies during the 2022 budget year and would then be built into the budget in future budget years, beginning in the 2023 budget.

ATTACHMENTS

Memo provided to Finance Committee with staff recommendations dated January 4, 2022

PREPARED BY

Wes Jordan
City Administrator

Jamie Robichaud
Deputy City Administrator

Date: January 11, 2022



Consideration of proposed incentives to address employee recruitment and retention

BACKGROUND

Employers throughout the country are currently experiencing issues with employee recruitment and retention, and the City is beginning to experience similar issues, particularly in our police department. As of December 2021, the City has 13 full-time position vacancies across all departments, which equates to 11.3% of our full-time workforce. According to the U.S. Bureau of Labor Statistics, the current CPI-U for the Midwest region is sitting at 7.3%, while the nationwide CPI-U is sitting at 6.8%. What we are seeing in the data and anecdotally is that competition for high-quality employees has never been greater, and many employers throughout the Country, including many cities in the region, have begun to look at their wages, incentives, benefit packages, and workplace culture to find innovative ways to continue to attract and retain high-quality employees.

Our management team has met several times over the past few months to talk about ways we can address this issue within our organization. We continue to look at our organizational culture and ensure we are a place where employees enjoy working. In 2021, we offered numerous employee appreciation events that included Food Truck Fridays, Stock the Breakroom events, giveaways, wellness programming, and employee luncheons. With the Council's support, we also offered enhanced employee benefits by adopting paid parental leave, paid military leave, and additional paid holidays. We continue to evaluate our organizational culture and workplace policies to ensure we continue our long tradition of being an exceptional place to work.

We also continue to speak with our employees and revisited the results of an employee benefits survey that was conducted in early 2020 to get a better pulse of what is most important to our employees. What we learned when we conducted the survey was the following:

- When asked about satisfaction with the various types of employee benefits offered, employees were most satisfied with their paid time off benefits (with about 85% saying they were very satisfied or satisfied with their vacation, sick leave, comp time and holiday pay). Employees were least satisfied with employee service awards, with 67% saying they were neutral, dissatisfied, or very dissatisfied. Other benefits like health insurance, dental insurance, life insurance, etc. came in with about 70% saying they were either very satisfied, satisfied, or neutral on the quality of those benefits.
- When asked what type of service award employees would like to receive, 41% of employees said they would prefer to receive a monetary bonus/award based on a percentage of the employee's salary, 33% said they would prefer a monetary bonus/award based on a set dollar amount for all employees, 14% said they would prefer additional time off, and 2% said they preferred a pre-determined gift. 10% of respondents said they would prefer a different type of service award than the options listed.
- When asked about what is most important when it comes to overall job satisfaction, the top 4 answers were 1) pay raises/compensation, 2) insurance/health benefits, 3) retirement, and 4) work/life balance.
- When asked if the employee agreed they were paid a fair salary for the work they do, 64% of employees said they strongly agreed or agreed.
- When asked if they agreed the City of Prairie Village is a great place to work, 93% of respondents indicated they strongly agreed or agreed.

Based on the results of the employee survey along with ongoing discussions with our management team, staff is recommending consideration of the following incentives to help address retention and recruitment within the City:

- 1) **Allow sworn police officers to participate in the City's supplemental retirement plan (ongoing cost).** The City's supplemental retirement plan is currently only offered to employees who are KPERs members and not to employees who participate in the City's Police Pension Plan. Staff is recommending opening up this benefit to all city employees, regardless of which primary pension plan they are a participant. The supplemental retirement plan city matching works as follows:

Employee Contribution to 457(b) Account	City Match to 401(a) Account
0.0% - 0.99%	3.50%
1.0% - 1.99%	4.00%
2.0% - 2.99%	4.50%
3.0% - 3.99%	5.00%
4.0% - 4.99%	5.50%
5.0% and up	6.00%

The estimated maximum annual cost of adding 47 sworn officers to the supplemental retirement plan is \$182,841. This assumes that all 47 positions would contribute 5% and would receive 6% from the City in matching funds. The City would put in a provision that the matching 401(a) funds require a 5 year vesting period before the employee has access to the City matching funds.

Impacted Department: Police Department

- 2) **Provide all employees with a one-time inflation bonus (one-time cost).** City employees recently received their merit increase for 2021 that will be effective on their first paycheck in 2022. The merit pool was 3.5% this year, which is 3.8% lower than the current Midwest inflation rate of 7.3%. Staff is recommending a one-time inflation bonus for all full-time employees to help with increased cost of living in excess of the annual merit raises provided through the performance evaluation process.

- A 3.8% inflation bonus would cost approximately \$259,051
- A 1.5% inflation bonus would cost approximately \$102,899

Impacted Department: All Departments

- 3) **Offer a sign on bonus for all new hires (one-time cost).** We currently have 13 position vacancies. Staff is proposing a \$5,000 sign on bonus for police officer and dispatch positions and \$1,000 for all other positions, with 50% at time of hire and 50% at the completion of 2 years. The total estimated cost of the sign on bonus (if no other vacancies occur) is \$26,500 in 2022.

Impacted Department: All Departments

- 4) **Offer a time-in-service bonus in lieu of the City's current service award policy (ongoing cost).** Currently, city employees receive service awards as follows:

Years of Service	Service Award
5 years	\$25.00
10 years	\$50.00
15 years	\$75.00
20 years	\$100.00
25 years	\$125.00
30 years	\$150.00

This policy has not been updated since 1992. We were planning to ask our compensation consultant to evaluate this issue as part of our compensation study in 2022; however, due to the urgency of needing to address recruitment and retention issues within the Department, we are recommending moving forward with a change to this policy sooner. As a replacement, staff recommends a time-in-service bonus similar to a program offered by the City of Leawood. The time-in-service bonus would equate to 5% of the employee's salary and be given to the employee every three years beginning on their third anniversary, or every five years beginning on their fifth anniversary. The City of Leawood offers this bonus every three years.

- The estimated 2022 cost of offering the time-in-service bonus every 3 years is \$104,121.
- The estimated 2022 cost of offering the time -in-service bonus every 5 years is \$62,805.

Impacted Department: All Departments

OPERATIONAL & FINANCIAL IMPACT

Below is a summary of the cost of the proposals discussed above:

Incentive	2022 Cost
Deferred Compensation for Sworn Positions	\$ 182,841
3.8% Inflation Bonus	\$ 259,051
1.5% Inflation Bonus	\$ 102,899
Sign On Bonus (13 Positions)	\$ 26,500
Time in Service Award (Every 3 Years of Service) - 5%	\$ 104,121
Time in Service Award (Every 5 Year of Service) - 5%	\$ 62,805

While each of the above proposals comes with a significant cost to the City, there is also a significant financial and operational cost when we experience turnover of employees. To quantify this, the Police Department calculated the cost of replacing an officer. From 2019 - 2021, the Police Department lost 24 officers for the following reasons:

- 5 officers retired
- 8 officers resigned due to poor performance and/or termination
- 4 officers resigned and joined other law enforcement agencies
- 7 officers resigned and left the law enforcement profession.

The cost to replace an officer is broken down below and is dependent on whether the officer will need to obtain certification by attending the Police Academy. The associated costs to replace 24 officers will range between \$600,000 - 1,080,000:

Certified Officer		Non-Certified Officer	
Testing/Fitness	\$20.00	Testing/Fitness	\$20.00
Physical Exam	\$575.00	Physical Exam	\$575.00
Psychological Exam	\$450.00	Psychological Exam	\$450.00
Uniforms	\$3,500.00	Uniforms	\$3,500.00
Time in FTO Program	16 weeks	Time in Academy	16 weeks
Time until on their own	4 months	Time in FTO Program	16 weeks
Benefits & Salary	\$20,506	Time until on their own	8 months
		Benefits & Salary	\$41,013
TOTAL	\$25,051		\$45,558

In addition, operating city services without all positions fully staffed has a direct impact on service delivery. While not quantifiable, being able to recruit and retain high-quality employees is essential to providing high-quality services to our residents.

FUNDING OPTIONS

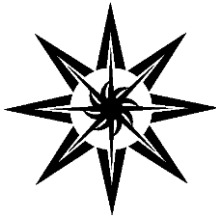
The cost of the one-time incentives could be covered with General Fund excess fund balance as a result of revenues exceeding budgeted amounts in 2021. The General Fund forecast anticipates maintaining at least a 35% fund balance, exceeding the City's minimum fund balance requirement of 25%. The ongoing cost can be absorbed through salary savings due to vacancies during the 2022 budget year and would then be built into the budget in future budget years, beginning in the 2023 budget.

PREPARED BY

Wes Jordan
City Administrator

Jamie Robichaud
Deputy City Administrator

Date: January 4, 2022



MAYOR

Council Meeting Date: January 18, 2022

COU2022-06: Consider reappointment of City Attorney David Waters

SUGGESTED MOTION

Move to approve Mayor Mikkelson’s recommendation to reappoint David Waters as the City Attorney for a two-year term.

BACKGROUND

David Waters was appointed as the Prairie Village City Attorney in February 2019, after serving for several months in an interim capacity. It should be noted that a Request for Qualifications process was conducted prior to Mr. Water’s appointment in 2019. If reappointed by Council, proposed fees for the upcoming term will remain unchanged:

- Lathrop and Gage will provide general city attorney services at a rate not to exceed \$295.00 per hour. General city attorney services would include ordinance development matters, attendance at City Council meetings, contract review, policy review, open meetings/records, non-litigation zoning and planning work, city procedures, and other municipal law matters. In addition, billable hours for attendance at regularly scheduled City Council meetings would be “capped” at not-to-exceed 3.0 hours per meeting.
- Lathrop GPM will provide legal services on complex development and bond matters, where fees are paid by or through a developer or other financing source or vehicle (such as TIF, CID, IRB, or other bonding/financing mechanisms) at the firm's "B" rate. The current "B" rate is \$445.00 per hour.
- Lathrop GPM agrees to continue offering the City its lower "B" rates for specialized work, examples of which are provided below:

Name	Title	Practice Area	Hourly Rate
Garrett Pratt	Associate	Tax and Employee Benefits	\$300
Tammy Somogye	Counsel	Employment and Labor	\$470
Amy Brozenic	Partner	Intellectual Property/Trademarks	\$395

The City Attorney is an appointed position as outlined by City Ordinances 1-301 and 1-310.

ATTACHMENTS

Engagement letter
David Waters resume

PREPARED BY

Adam Geffert
City Clerk
January 12, 2022



10851 Mastin Boulevard, Building 82, Suite 1000
Overland Park, KS 66210-1669
Main: 913.451.5100

David E. Waters
Partner
david.waters@lathropgpm.com
913.451.5112

January 13, 2022

VIA EMAIL TO EMIKKELSON@PVKANSAS.COM

The Honorable Erik Mikkelson, Mayor
City of Prairie Village, Kansas
7700 Mission Road
Prairie Village, Kansas 66208

RE: Reappointment as City Attorney

Dear Mayor Mikkelson:

Thank you for choosing Lathrop GPM LLP (the "**Firm**") to continue to represent the City of Prairie Village, Kansas (the "**City**"), and for your reappointment of me to serve as City Attorney for the City. I would be honored to accept the City's reappointment on the terms set forth below. We submit for your approval the following terms of our engagement, as well as the attached "General Terms of Engagement Relating to Relationships with Clients" (the "**General Terms**"). The terms of this letter and the General Terms form our agreement. If you have questions about any of these terms, or would like to discuss possible changes, please call me.

1. **Client.** For purposes of this representation (and any additional services provided as contemplated in this letter), the Firm's client is the City itself, and not any of the City's elected officials, employees, agents, volunteers, legislators, or insurers. We will not be representing any person or entity other than the City, regardless of whether the other person or entity is affiliated with the City.

2. **Scope of Representation.** The City has engaged the Firm to advise and represent it regarding such legal matters as the City requests and we agree to handle in connection with the duties set forth in Section 1-310 of the Prairie Village City Code. If the City requests, and we agree to provide, services with respect to additional matters, the terms of this letter will apply to those additional services, unless superseded by another written agreement between us.

3. **Staffing.** Although I will be primarily responsible for this engagement, portions of the work may be delegated to others in our Firm, including partners, associate, staff and of counsel lawyers, and to non-lawyer support personnel (such as paralegals, patent agents, technical specialists and litigation support personnel), as we deem appropriate.

4. **Fees and Expenses.** Our fees will be based on the amount of time spent by our lawyers and non-lawyer support personnel on behalf of the City. As you may recall, prior to my initial appointment as City Attorney, my hourly rate was \$325.00 per hour. During the appointment process, we agreed to lower that rate to \$295.00 per hour, for a two-year period. We have honored that rate for 2021 as well. For the two-year term of this reappointment, Lathrop GPM will agree to continue to provide general city attorney services at the rate of \$295.00 per hour, regardless of who handles the matter. General city attorney services would include ordinance development matters, attendance at City Council meetings, contract review, policy review, open

meetings/records, non-litigation zoning and planning work, city procedures, and other municipal law matters. In addition, we would agree to continue to "cap" our billable hours for attendance at regularly-scheduled City Council meetings at not-to-exceed 3.0 hours per meeting.

Under previous arrangements with the City, Lathrop GPM provided services for specialized matters at its standard "A" rates. These specialized legal services included labor and employment, litigation, environmental, construction, tax and employee benefits, and intellectual property. With the 2019 appointment, Lathrop GPM agreed to offer the City its lower "B" rates for such specialized work. We would continue to offer such services at these lower "B" rates, examples of which are provided below:

Name	Title	Practice Area	Hourly Rate
Garrett Pratt	Associate	Tax and Employee Benefits	\$300
Tammy Somogye	Counsel	Employment and Labor	\$470
Amy Brozenic	Partner	Intellectual Property/Trademarks	\$395

Lathrop GPM would provide legal services on complex development and bond matters, where fees are paid by or through a developer or other financing source or vehicle (such as TIF, CID, IRB, or other bonding/financing mechanisms) at the Firm's "B" rate. My current "B" rate is \$445.00 per hour.

The applicable rate multiplied by the number of hours spent by each lawyer or other timekeeper, measured in tenths of an hour, will determine our fees. In addition to our fees, the City agrees to pay or reimburse the Firm for costs and expenses as described in the General Terms.

5. **The Firm's Right to Require Advance.** Although the Firm does not require an initial advance against statements to be rendered for fees and expenses in connection with this engagement, it reserves the right to request, from time to time, an advance or advances against or to secure payment of future fees and expenses and to condition its continued representation of the City on payment of such advance or advances. The City agrees to pay each advance so requested by the Firm so as to prevent interruption of the Firm's work on the City's behalf.

6. **Conflicts of Interest.** The Firm represents many other clients, and some of our present and future clients may have disputes, transactions or other business with the City during the time that we are representing you. The Firm will be precluded, however, from: (i) representing, in any matter that is the same as or substantially related to any matter in connection with which we have represented or are representing the City, any other client whose interest in that matter is directly or materially adverse to the City's interests; or (ii) using any information relating to our representation of the City to the City's disadvantage, except as permitted by applicable rules of professional conduct. Without limiting the generality of the foregoing, the City agrees that the Firm may represent debtors or other creditors in bankruptcy, workout and other debtor-creditor matters in which the City is a creditor and other clients who are defendants or potentially responsible parties or are otherwise interested in federal and state Superfund and other environmental matters (including but not limited to litigation, administrative proceedings, alternative dispute resolution proceedings and private negotiations) in which the City also is a defendant or potentially responsible party or otherwise has interests actually or potentially

adverse to those of our other client. Parties who are adverse to the City in matters in which we represent the City may, from time to time, seek to retain us to represent them in unrelated matters. The City consents to our representation of any such party so long as the matter in which we represent it is not substantially related to any matter in which we represent the City and we believe that the representation of that party will not adversely affect our relationship with the City.

The signature of an authorized representative of the City on the enclosed copy of this letter will confirm the City's consent to any and all representations permitted by the terms of this Section 6 and waiver of any conflicts of interest inherent in any such representations. You should know that, in engagement letters with many of our other clients, we have requested advance consents in order to preserve our ability to represent the City. If you have any doubts about the advisability of agreeing to this consent and waiver, we recommend that you consult with separate counsel.

If, notwithstanding the City's consent, the Firm concludes that it cannot or should not continue to represent the City while also representing another client in one or more matters in which it is adverse to the City or any of its officials, employees, agents, legislators, or insurers, the Firm will have the right to withdraw immediately from its representation of the City as to such matters. The City acknowledges that the Firm's withdrawal in such circumstances will not breach any duty of loyalty or other duty of the Firm to the City.

7. **THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION.** The Firm and the City agree that any dispute between them relating to the Firm's representation of the City shall be submitted to mandatory, binding and confidential arbitration. ***We specifically direct your attention to the Arbitration provision, Section 13, in the General Terms.***

We are pleased to have the opportunity to be of service and look forward to working with you.

Very truly yours,

LATHROP GPM LLP

By: 
David E. Waters

Enclosure/Attachment: General Terms of Engagement

cc: Mr. Wes Jordan, City Administrator (via email)

I acknowledge receipt of the foregoing letter and General Terms and agree to the terms set forth therein, including the arbitration provision.

CITY OF PRAIRIE VILLAGE, KANSAS

By: _____
Eric Mikkelson
Mayor

Date: _____

LATHROP GPM LLP
GENERAL TERMS OF ENGAGEMENT RELATING
TO RELATIONSHIPS WITH CLIENTS

The following provisions will apply to the relationship between Lathrop GPM LLP (the "Firm") and each of the Firm's clients, except as modified by the engagement letter or other written agreement between a particular client and the Firm:

1. **Identity of Client.** The Firm represents only the persons and entities it has identified as its clients in the engagement letter. A client's incorporators, promoters, organizers, shareholders, partners, members, directors, officers, employees, subsidiaries, parents, other affiliates, family members, related interests, insureds and insurers are referred to herein as the client's "Affiliates." In agreeing to represent a client, the Firm does not undertake to represent any of the client's Affiliates. Unless otherwise expressly agreed in writing by the Firm, the client's Affiliates are not and will not be clients of the Firm.
2. **Scope of Representation.** The Firm's representation is limited to providing only those legal services that are described in the engagement letter or otherwise agreed to in writing. The Firm will only render those legal services that are necessary to the described representation, and no other services are intended to be provided without our written mutual agreement. The Firm provides services of a strictly legal nature, and it is agreed that the client is not relying on the Firm for business, investment, accounting or financial advice.
3. **Client Responsibilities.** The client agrees to cooperate fully with the Firm, to fully and accurately disclose to the Firm all relevant information, and to keep the Firm apprised of developments relating to the engagement.
4. **Billing and Payment of Fees and Expenses.** The Firm's fees for services typically are based on hourly billing rates, subject to annual adjustment by the Firm. Fees may include time spent in responding to the client's or its auditors' requests for information. Fees and expenses (including such items as travel, court costs, filing fees, court reporters, experts, investigators, consultants, delivery services, photocopying, data retrieval, processing and hosting fees, and electronic research) are billed monthly and are payable upon receipt of the invoice. Absent a written agreement to the contrary, each client named in the engagement letter is jointly and severally liable for all fees and expenses. The client agrees to pay interest at the applicable legal rate on past due amounts to the extent permitted by law and reasonable attorney's fees and expenses incurred by the Firm in pursuing collection of past due amounts. If the Firm uses its own lawyers or paralegals to pursue collection, the fees charged will be calculated based on the hourly rates of the lawyers and paralegals. The client agrees that the Firm may be entitled to and will have an attorney's lien to the extent permitted by law.
5. **Fee and Expense Estimates.** Fee and expense estimates are by their nature inexact and may be subject to unforeseen and changing circumstances. No fee estimate may be deemed or construed to establish a fixed, maximum or minimum fee, and the Firm is not otherwise bound by any estimate, unless expressly otherwise provided by written agreement with the client.
6. **Outcome and Contingency.** The Firm cannot predict with certainty or guarantee the outcome or consequences of any given matter, action or inaction. Any opinions expressed by the Firm or any of its lawyers concerning any possible outcome or consequences are only expressions of professional judgment, are necessarily limited by their knowledge of the facts (which may not necessarily be complete), and are based on the state of the law at the time

they are expressed. Unless specifically provided otherwise in the engagement letter, payment for the Firm's services is not contingent upon the outcome of any matter.

7. **Insurance.** The engagement of the Firm will not include advice or representation relating to insurance coverage, unless specifically agreed to by the Firm in writing, and then only to the extent so agreed.
8. **Renewals.** The Firm will not take any steps to maintain the effectiveness of any patents, trademarks, UCC financing statements, judgments, liens or other filings unless otherwise specifically agreed to in writing, and then only to the extent so agreed. Any such agreement will terminate upon the termination of the Firm's representation of the client.
9. **Completion of Services and Termination of Representation.** Upon completion of the agreed-upon services, or other termination of or withdrawal from representation, the attorney-client relationship and the Firm's duties to the client will end (except those duties owed to former clients generally under applicable rules of professional conduct), and the Firm will have no further obligation to advise the client regarding subsequent changes in the law or facts. A client has the right at any time to terminate the Firm's representation upon written notice to the Firm, and the Firm reserves the right to withdraw from its representation of a client as permitted or required by applicable rules of professional conduct. The Firm's provision of "client alerts", newsletters or other information following the conclusion of the representation is a matter of courtesy only and does not re-establish an attorney-client relationship.
10. **Client Files.** The Firm's retention of client files will be governed by its file retention policies and the applicable rules of professional conduct. Documents generated for a Firm lawyer's own purpose in working on a client's matter will not be part of the client's file, and a client will not be entitled to such documents unless protection of the client's interests require that they be provided to the client in an ongoing matter. Client files may be destroyed by the Firm at any time after the expiration of the applicable retention period, unless the client has made other written arrangements with the Firm.
11. **Relationships with other Law Firms.** The Firm may, from time to time, enter into relationships with other law firms. For example, the Firm currently is a party to an agreement with another firm under which the other firm's attorneys have become of counsel to the Firm and, as such, will participate in the Firm's representation of its client in certain designated matters. Notwithstanding the existence of any such relationships, the client is engaging the Firm only, to the exclusion of any such other firm.
12. **Marketing Materials.** From time to time, the Firm identifies clients in marketing materials. These materials may include descriptions of the Firm's services, brochures, client presentations, recruiting materials and media outreach. Unless a client has otherwise advised the Firm in writing, the Firm may use the client's name, logo and a brief description of the engagement in these materials, provided that no privileged information is revealed.

13. **Arbitration.** Any dispute between the Firm and the client relating to the Firm's representation of the client - including any claim of legal malpractice, negligence, breach of fiduciary duty, or similar claim, and any claim involving fees and expenses - shall be submitted to mandatory, binding and confidential arbitration. The client acknowledges that the client is waiving the client's right to have disputes with the Firm resolved in court and to a trial by jury; that arbitration may provide only limited discovery and appellate rights; that courts may enforce an arbitration award without reviewing it for legal or factual errors; and that the non-prevailing party may be ordered to pay arbitration fees and expenses and the legal fees and expenses of the prevailing party. No demand for arbitration may be made or sustained after the date when a legal or equitable proceeding based on such claim or dispute would be barred by the applicable statutes of limitation or repose.
- (a) Any such arbitration will be submitted and conducted pursuant to the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association, which can be found at www.adr.org, or by any other form of arbitration mutually acceptable to the parties. The Firm and the client agree to keep the arbitration confidential, including without limitation the existence of such proceeding and the facts, evidence and arguments presented therein. Any arbitration award shall be final and binding upon the parties, and a judgment thereon may be entered as set forth below. The expenses of the arbitration shall be borne equally by the arbitration parties, although each party shall pay for and bear the cost of its own experts, evidence, and attorneys' fees; however, in the discretion of the arbitrator, any arbitration award may include all or any part of the fees of a party's attorneys and expenses, including the fees and expenses of the arbitrator and arbitration expenses, if the arbitrator expressly determines that the party against whom such award is entered has caused or extended the dispute, controversy, or claim without a reasonable basis for so doing or as a dilatory tactic. The arbitration shall occur in any city where the Firm maintains an office which has performed substantial work with respect to the engagement, unless all arbitration parties agree to a different location.
- (b) Any dispute to be resolved by arbitration shall be decided by a single arbitrator, selected pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or by any other means mutually acceptable to the arbitration parties.
- (c) Any legal action brought to enforce or challenge an arbitration award shall be brought only in a court of competent jurisdiction located in the city where the arbitration proceeding was conducted. Both the Firm and the client accept the nonexclusive jurisdiction of these courts.

The Firm encourages the client to seek the advice of independent counsel before agreeing to this arbitration provision and its terms.

DAVID E. WATERS

RESIDENCE: 2701 WEST 48TH TERRACE, WESTWOOD, KANSAS 66205

EMAIL: DAVIDEWATERS@GMAIL.COM

LATHROP GPM LLP: 10851 MASTIN BOULEVARD, SUITE 1000, OVERLAND PARK, KANSAS 66210

PHONE: (913) 451-5100 EMAIL: DAVID.WATERS@LATHROPGPM.COM

PERSONAL

Resident of Westwood, Kansas (July 2003-present)

Wife, Mandy L. Waters (General Manager of Boulevard Brewery Beer Hall, Kansas City, Missouri)

Son, Matthew G. Waters (Fourteen years old)

Son, Andrew M. Waters (Ten years old)

EMPLOYMENT

Lathrop GPM LLP; Kansas City, Missouri, and Overland Park, Kansas

- Firm formed in 2020 through the combination of two 100+-year firms, Lathrop Gage (established in Kansas City in 1873) and Gray Plant Mooty (established in Minneapolis in 1866); now nearly 400 attorneys with offices in Los Angeles, Boulder, Denver, Kansas City, Overland Park, Jefferson City, Springfield, St. Louis, Chicago, Boston, Minneapolis, St. Cloud (MN), and Washington, D.C.
- Named Partner (2010).
- Attorney at Law, specializing in business, transactional, planning and zoning, health care, and real estate development matters, municipal and public law, construction/architecture projects.
- Licensed in Kansas, Missouri, United States District Court for the District of Kansas, and United States District Court for the Western District of Missouri.
- Partnership Admission Committee (2018); Executive Committee Selection Committee (2019)

EDUCATION

University of Kansas School of Law; Lawrence, Kansas

- Juris Doctor (2002)
- Summer Clerkship, Kansas Supreme Court, Justice Robert E. Davis (2000)

Kansas State University; Manhattan, Kansas

- Bachelor of Arts in Political Science (1999)
- Bachelor of Arts in Modern Languages (Spanish) (1999)

COMMUNITY

City of Westwood, Kansas

- Mayor (2020-present)
- City Councilmember (2016-2020)
- Chair, Public Works Committee (2016-2020)
- Member, Business and Community Affairs Committee (2016-2017); Member, Public Safety Committee (2017-2020)

Johnson and Wyandotte Counties Council of Mayors (2020-present)

- Vice Chair (2021-2022)
- Chair (Slated) (2022-2023)

City of Westwood, Kansas, Planning Commission and Board of Zoning Appeals (2008-2016)

- Secretary (2015-2016)

47th and Mission Road Area Development and Management Committee (2010-2016)

HONORS, ACTIVITIES, PROFESSIONAL MEMBERSHIPS

Ingram's Magazine, *50 Kansans You Should Know* (2019)

Phi Beta Kappa

Leadership Kansas (Class of 2017)

- An Affiliate of the Kansas Chamber of Commerce; www.leadershipkansas.org
- Co-Chair, Kansas City Session (2019)

Kansas State University College of Arts & Sciences Young Alumni Award (2015)

Kansas State University College of Arts & Sciences Alumni Advisory Council (2016-2019)

The Best Lawyers in America[®] in Real Estate (2013-2022), Construction Law (2018-2022), Land Use and Zoning Law (2018-2022), and Municipal Law (2018-2022).

- 2022 Kansas City, Kansas, Real Estate Law "Lawyer of the Year"
- 2019 Kansas City, Kansas, Land Use and Zoning Law "Lawyer of the Year"
- 2018 Kansas City, Kansas, Construction Law "Lawyer of the Year"

Super Lawyers[®] Missouri & Kansas "Rising Star" (40 years old and younger) (2012-2017)

City Attorneys Association of Kansas (CAAK)

- Board of Directors (2020-present)

Northeast Johnson County Chamber of Commerce

- Chair of the Board (2019)
- Board of Directors (2012-2020)
- Elected to Executive Committee (Treasurer, 2014, 2015) (Vice-Chair, 2017) (Chair-Elect, 2018)
- Leadership Northeast Class of 2009
- Leadership Northeast Advisory Committee (2012-present)

Greater Kansas City Chamber of Commerce

- Member, Public Policy Council
- Kansas State Affairs Committee (Chair, 2020, 2021 and 2022; Vice-Chair, 2019)
- Facilitator, *Diversity in the Startup Community*, iKC Unconference (2014)

Construction Lawyers Society of America

- Named "Fellow" (2018)

Kansas Bar Association

- KBA Annual Convention Committee (2015)

Fellow of the Kansas Bar Foundation

Johnson County, Kansas, Bar Association

International Fraternity of Phi Gamma Delta

- Wilkinson Award Recipient (Most Outstanding Senior in the Fraternity—United States and Canada) (1999)
- Purple Legionnaire (Graduate Advisor to the Chi Deuteron Chapter at Kansas State University) (2006-2008)
- Durrance Award (Third Place) (Most Outstanding Graduate Advisor in the Fraternity) (2007)
- Certificate of Appreciation, Board of Archons in Recognition of Outstanding Service to the Fraternity (2009)

ARTICLES AND PRESENTATIONS

League of Kansas Municipalities

- Presenter, *Municipal Finance and Economic Development: Introduction to Public Incentives* (with Diane Stoddard, Assistant City Manager, City of Lawrence, Kansas) (2018 Governing Body Institute)
- Panelist, *Mayor's Panel* (2021 Leadership Summit & Kansas Mayor's Conference)

City Attorneys Association of Kansas

- Panelist, *Common Development Agreement Negotiation Issues* (2021 CAAK Fall CLE)
- Presenter, *Nuisance Abatement* (2021 CAAK Spring CLE)
- Panelist, *Public Comments at City Meetings: Doing City Business and Respecting 1st Amendment Rights* (2019 CAAK Fall Meeting)

Kansas Bar Association

- Author, *Deeds*, Kansas Real Estate Practice and Procedure (Kansas Bar Association, 6th ed. 2021) (Lewis A. Heaven, Jr. and Matthew S. Gough, eds.)
- Author, *Deeds*, Kansas Real Estate Practice and Procedure (Kansas Bar Association, 5th ed. 2009) (Lewis A. Heaven, Jr. and Mark A. Andersen, eds.)
- Presenter, *Get a (Social Media) Life: A Guide for Practicing Attorneys* (KBA Annual Meeting 2015)

University of Missouri-Kansas City, Henry W. Bloch School of Management

- Presenter, UMKC REALTOR Leadership Academy (2020)

University of Missouri-Kansas City School of Law

- Presenter, *Working with Neighborhoods in Rezoning*; Special Topics: Entrepreneurial Urban Development; Law 8590, Section 8 (2017)

Leavenworth County Bar Association

- Presenter, *Economic Development Incentives and Public-Private Partnerships* (2019)
- Presenter, *Negotiating Land Use Changes in Leavenworth and Ethical Considerations in Land Use Law* (2005)
- Presenter, *The Ethical Use of Social Media: An Introduction for Lawyers* (2015)

Kansas Leadership Center

- Presenter, "Bring it on down to Muni-Sim!" *Using a Municipal Simulation in a Leadership Program*, Activate: Conference for Leadership Developers (2018)

Johnson County Bar Association

- Author, *Building Attorney Expertise & Networking Through Social Media*, The Bar Letter, Volume 26, Number 2 (Summer 2012)
- Author, *Happy Hours Come to Kansas, with Unintended Consequences*, The Bar Letter, Volume 26, Number 4 (December 2012)
- Author, *2013 Kansas Legislature Orders Another Round of Liquor Laws*, The Bar Letter, Volume 28, Number 3 (Fall 2013)

Shopping Center Business and Heartland Real Estate Business

- Moderator, *Kansas City Retail Outlook: How is the Greater Kansas City Area Retail Sector Responding to COVID-19?* Webinar (2020)

Design-Build Institute of America (Kansas City Chapter)

- Moderator, *P3—Where the Public and Private Sector Meet* (2017)

Kansas City MultiFamily Investing Group

- Presenter, *Working with Neighborhoods in Rezoning* (2019)

Kansas City Women's Chamber of Commerce

- Panelist, *Economic Development*, Women's Leadership Program (2019)

Mid America Council of Public Procurement (Chapter of NIGP)

- Presenter, *Procurement and Contract Law* (July 2018 Chapter Meeting)

Helzberg Entrepreneurial Mentorship Program

- Presenter, *Avoiding Social Media Pitfalls: An Introduction for Entrepreneurs* (2015)

Social Media Club of Kansas City

- Presenter, *Top 10 Legal Pitfalls for Content Generators* (2014)

Association of Legal Administrators—Greater Kansas City Chapter

- Presenter, *Social Media for Law Firms* (2013)

Heartland Paralegal Association

- Presenter, *Legal Ethics in Online Firm Marketing* (2015)

National Association of Licensing and Compliance Professionals (NALCP)

- Author, *Tastings and Happy Hours Return to Kansas*, NALCP Newsletter (June 2012)
- Presenter, *Hospitality Suites on the Rocks: Compliance and Risk Issues Associated with Private Parties* (October 2012)

Enterprise Center in Johnson County

- Moderator, *Due Diligence* (Venture Lounge, 2014)

Northeast Johnson County Chamber of Commerce

- Moderator, *Business Leadership in the Boardroom* (Leadership Northeast, 2015)
- Presenter, *Introduction to Public Incentives for Development Funding* (Leadership Northeast, 2015)

Building Owners and Managers Association

- Presenter, *Types of Owners and their Employment Relationships* (2007)
- Presenter, *Leases and the Landlord-Tenant Relationship* (2010, 2011)
- Presenter, *Environmental Law and Land Use Regulation* (2017)

HarenLaughlin Restoration

- Co-Presenter, *Pay Heed, All Who Enter! (And please be careful!): Reducing Risk for Property Managers and Building Owners* (2015)

Lathrop & Gage "Lunch & Learn"

- Author and Presenter, *Boards of Zoning Appeals and the Proper Use of Variances and Community Improvement Districts in Kansas* (2009)



ADMINISTRATION

Council Committee Meeting Date: January 3, 2022

City Council Meeting Date: January 18, 2022

COU2022-08: Consider approval of changes for the 2022 Exterior Grant and Residential Sustainability Grant programs

RECOMMENDED MOTION:

Make a motion to approve COU2022-07, approving recommended changes to the 2022 Exterior Grant and Residential Sustainability Grant programs as outlined.

BACKGROUND

At the January 3 Council Committee of the Whole meeting, the committee directed staff to increase the appraised value maximum for the Exterior Grant Program in 2022 to \$350,000 and eliminate the \$25 application fee. The Committee also requested that staff take a second look at the Sustainability Grant specifications to ensure the requirements set a high standard for energy efficiency improvements. Our Building Official and Senior Building Inspector reviewed the Sustainability Grant specifications and made the following recommended changes:

- Set the minimum efficiency for all central air conditioners at 14 SEER. Clarify that window/room AC units are not eligible to be reimbursed through the grant program.
- Increase the minimum efficiency for warm-air furnaces from 80% to 92%.
- Add minimum R-value requirements for insulation as follows:
 - For basement joist insulation: fiberglass must have minimum R-value of R30 and spray foam must have minimum R-value of R15
 - For attic insulation, a minimum R-value of R60
- Increase the required performance for both storage and instantaneous water heaters from 80% to 90%.

At the last meeting, the Council requested that staff provide the project types seeking grant funds from all applicants in 2021 (including those on the waitlist). The project types, including the waitlist, broke down as follows:

- 78% of applications included window and door replacements
- 4% of applications included adding insulation
- 22% of applications included HVAC
- 1 application included new windows and new HVAC, which is the reason why the percentages above do not add up to 100%

In addition to the above recommendations, staff will work with the Environmental Committee in 2022 to take a closer look at the program and find further opportunities for improvement to bring back to the Council for consideration during 2023 program considerations.

SUMMARY OF RECOMMENDED CHANGES FOR 2022 PROGRAMS

Staff recommends the following changes for 2022:

- Increase the appraised value maximum for the 2022 Exterior Grant Program from \$275,000 to \$350,000.
- Remove the \$25 application fee for the Exterior Grant Program.
- Update the sustainability grant specifications as shown on the attached specifications document.

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: January 12, 2022

City of Prairie Village
Residential Sustainability Grant Program
2024-2022 Guidelines

Purpose

The purpose of the Residential Sustainability Grant program is to encourage residents to reduce their carbon footprint by improving the energy efficiency of their homes.

Program Overview

- The City will provide a 20% match for energy efficiency improvements for one- and two-family dwellings with a minimum \$2,500 investment by the property owner.
- Reimbursement amounts from the City will be a minimum of \$500 and a maximum of \$2,500.
- Energy-saving improvements must meet the 2021 International Energy Conservation Code and/or the attached project specifications, whichever results in the greatest energy efficiency.
- The residential sustainability grant can be used in conjunction with the Exterior Grant (but one project cannot be funded by both programs).

Program Eligibility

- The project must be at a one- or two-family dwelling.
- Eligible improvements include, but are not limited, to the following: home energy audit by a certified auditor, solar power, wind power, energy-efficient HVAC or water heater, energy-efficient windows or doors, insulation, geothermal heating and cooling, and duct sealing.
- All improvement projects must meet the requirements of the 2021 IECC and/or the attached specifications, whichever results in the greatest energy efficiency, as outlined on the attached specification sheet.
- The Building Official is granted the authority to determine if a proposed project meets the overall eligibility and purpose of the grant program.
- All improvements must conform to the City of Prairie Village municipal code.
- Contractors utilized to perform the improvements must have an active contractor's license through the City and Johnson County.
- Property owner must be current on all property taxes in Prairie Village and property free of code violations.

Process

- The program will be managed by the Codes-Community Development Department.
- The property owner will submit an application to the City, and all applications will be reviewed in the order they are received until all grant funds are exhausted.
- The application must include all bids for the improvements, including all project specification sheets.
- The application and project specification sheets will be reviewed by the Building Official for compliance with the 2021 International Energy Conservation Code (per the attached specifications) and the attached specifications.
- Application approval must occur prior to the start of work, and applicants will only be approved after a code enforcement officer has confirmed that no code violations are present at the property.
- The property owner is responsible for ensuring that all required permits have been obtained. All permits must be in place prior to any work taking place.
- Work must be completed within 120 days of application approval and no later than November 1.

Reimbursement Process

- Property owner must notify the Codes-Community Development Department upon project completion and final invoices being paid. Copies of eligible receipts totaling at least \$2,500 must be submitted.
- Codes-Community Development staff will schedule a post-project inspection to verify project completion in accordance with required specifications and confirm no exterior code violations are present.

**City of Prairie Village
Residential Sustainability Grant
Required Project Specifications**

All eligible grant projects must be done in compliance with the 2021 International Energy Conservation Code (IECC) as well as the below specifications. A completed application form must be submitted along with the product specification sheet for all products being used in the project. Below is an overview of the required specifications for various types of projects. Projects not listed on this sheet will be reviewed for compliance with the 2021 IECC and must be accomplishing the goal of improving the energy-efficiency of the home.

Windows/Doors/Fenestration

- Fixed windows/fenestration must have a maximum *U*-factor of 0.36
- Operable windows/fenestration must have a maximum *U*-factor of 0.30
- Entrance doors must have a maximum *U*-factor of 0.63
- Must have a maximum SHGC (solar heat gain coefficient) of 0.40

Skylights

- Must have a maximum *U*-factor of 0.50
- Must have a maximum SHGC of 0.40

Air Conditioners

- ~~Room air conditioner casement only must have a minimum efficiency of 9.5 CEER~~
- ~~Room air conditioner casement—slider must have a minimum efficiency of 10.4 CEER~~
- All air conditioners must have a minimum efficiency of 14 SEER. Window units do not qualify for the sustainability grant.
- All air conditioners must comply with ANSI/AHAM RAC-1

Furnace

- ~~Warm-air furnaces (gas-fired) must have a minimum efficiency of 80.92% AFUE or 80.92% E_f~~
- Warm-air furnaces (gas-fired) must comply with DOE 10 CFR Part 430 or ANSI Z21.47

Basement Rim Joist Insulation

- Fiberglass insulation must have a minimum R-value of R30
- Sprayfoam insulation must have a minimum R-value of R15

Attic Insulation

- Attic insulation must have a minimum R-value of R60

Solar

- All solar power installations require a building permit and must be constructed in accordance with Chapter 19.50 of the City's zoning regulations, including the following:
- The design of any solar energy system shall generally be compatible with the character of the neighborhood or district, the architectural design of the buildings, and situated on a site in a manner that minimizes potential negative impacts on adjacent property or public streetscapes. Compatibility shall be evaluated as follows:
 - Systems mounted on pitched roof structures or vertical walls shall not project more than five inches off the surface of the roof or wall and be generally parallel to the roof pitch or vertical wall.

Commented [JR1]: Our Building Official and Senior Building Inspector recommended leaving fenestration requirements as is, as they indicated this is a very high performance rating on windows and doors and much better than many windows and doors that are available for purchase in the market.

Commented [JR2]: Staff recommends increasing the minimum efficiency requirement on furnaces from 80% to 92%

- Systems mounted on flat roofs shall be setback from the roof edge a distance equal to the amount they project off the roof deck, or be concealed from street level or ground level of adjacent property by a parapet. Any panels or accessory equipment that projects more than two feet off the roof deck shall be screened in the same manner as other rooftop accessory building equipment.
- Framing, mounting racks, piping, conduits ~~and~~ other associated equipment shall be designed, located or use colors to minimize the visibility from streetscapes or adjacent property, and blend with the overall design of the building.
- Ground mounted solar panels shall be located behind the front building line, and be setback from adjacent property by at least ten feet. No ground-mounted equipment shall exceed eight feet high. All ground-mounted equipment shall be screened from adjacent property and the street by fences, landscape or a combination of both. This provision shall not apply to solar energy facilities attached to utility poles, light fixtures or other similar accessory structures provided they be designed in a manner that integrates the energy collecting components into the design of the structure in a manner that does not significantly alter the appearance of the structure, when compared to other similarly functioning accessory structures.
- No solar panel shall be mounted in a location where it could create additional glare on adjacent sites or otherwise damage plants or structures on adjacent property from reflectiveness or heat sources. Panels in locations with the potential to contribute to this situation may satisfy this requirement with manufacturer's specifications that demonstrate minimal glare, reflectiveness and heat gain.
- Any solar energy system that does not meet the standards of this section may only be permitted with a site plan, approved by the planning commission according to the procedures and criteria of [chapter 19.32](#).

Water-Heating Equipment

- Water heaters (electric, ≤ 12 kW) must have a required performance of 0.93 – 0.00132V, EF (tabletop ≥ 20 gallons and ≤ 120 gallons), 0.960 – 0.0003V, EF (resistance ≥ 20 gallons and ≤ 55 gallons), or 1.061 – 0.00168V, EF (grid-enabled > 75 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 12 kW) must comply with DOE 10 CFR Part 430
- Water heaters (electric, > 12 kW) must comply with ANSI Z21.10.3
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must have a required performance of 2.057 – 0.00113V, EF (heat pump > 55 gallons and ≤ 120 gallons)
- Water heaters (electric, ≤ 24 amps and ≤ 250 volts) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must have a required performance of 0.675 – 0.0015V, EF (≥ 20 gallons and < 55 gallons), or 0.8012 – 0.00078V, EF (> 55 gallons and ≤ 100 gallons)
- Storage water heaters (gas, $\leq 75,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must have a required performance of ~~80~~90%.
- Storage water heaters (gas, $> 75,000$ Btu/h and $\leq 155,000$ Btu/h, $< 4,000$ Btu/h/gal) must comply with ANSI Z21.10.3
- Instantaneous water heaters (gas, $> 50,000$ Btu/h and $< 200,000$ Btu/h) must have a required performance of 0.82 – 0.0019V, EF ($\geq 4,000$ (Btu/h)/gal and < 2 gal)
- Instantaneous water heaters (gas $> 50,000$ Btu/h and $< 200,000$ Btu/h) must comply with DOE 10 CFR Part 430
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must have a required performance of ~~80~~90%
- Instantaneous water heaters (gas, $\geq 200,000$ Btu/h) must comply with ANSI Z21.10.3

Commented [JR3]: Building Official and Senior Building Inspector recommend increasing the Water-Heating Equipment minimum performance from 80% to 90% efficiency.



COU2022-09: Consider approval of consulting services agreement with McGrath Human Resources for the completion of a comprehensive compensation and benefits study

RECOMMENDATION

Make a motion to approve COU2022-09, entering into a consulting services agreement with McGrath Human Resources for completion of a comprehensive compensation and benefits study.

BACKGROUND

The City Council budgeted \$25,000 in the 2022 budget to complete a compensation and benefits study. In 2017, the City Council directed staff to complete a compensation and benefits study every 5 years to ensure the City continues to offer competitive wages and benefits to City employees.

Staff issued a Request for Proposals in November 2021 to qualified consulting firms and received six proposals in return. The selection committee, which included Mayor Mikkelson and Finance Chair Ron Nelson and city staff, interviewed the top three respondents in December. After checking references, the selection committee is recommending that the City enter into an agreement with McGrath Human Resources to complete the 2022 compensation and benefits study.

The proposal received by McGrath is attached for the Council's review. The consultant will make recommendations for updating the City's pay classification system, confirm the City's pay philosophy with the City Council, establish benchmark compensation and benefit data from the external market, complete an analysis of the existing salary schedule and progression through the system, complete a compression and internal equity analysis, complete a total compensation analysis to include wages and benefits, and integrate all data collected to develop a comprehensive compensation system that will update the City's current compensation system to align with the Council's compensation philosophy. The consultant's services also include providing a cost estimate and implementation options for consideration.

The compensation and benefits study is anticipated to be completed in time for Council consideration in conjunction with 2023 budget discussions. The total cost of the study is \$25,675 plus travel expenses.

The agreement has been reviewed and approved by City Attorney David Waters.

ATTACHMENTS

Agreement with McGrath Human Resources
RFP Response from McGrath
Sample Executive Report from McGrath

PREPARED BY

Jamie Robichaud
Deputy City Administrator
Date: January 12, 2022

**AGREEMENT BETWEEN THE CITY OF PRAIRIE VILLAGE
AND MCGRATH HUMAN RESOURCES GROUP FOR A
COMPENSATION AND BENEFITS STUDY**

THIS AGREEMENT ("Agreement") is made as of the last date of signature indicated below by and between **McGrath Consulting Group, Inc.** doing business as **McGrath Human Resources Group** (hereinafter called the "Consultant"), and the **City of Prairie Village, Kansas** (hereinafter called the "City").

WHEREAS, the Consultant submitted a proposal, dated December 2021, to the City to conduct a Classification & Compensation Study; and

WHEREAS, the City selected the consultant to perform this study.

NOW, THEREFORE, the parties (the City and the Consultant) do mutually agree to the following:

The City hereby engages the Consultant to perform a Compensation & Benefits Study (referred to herein as the "Project") as more particularly described in City's proposal of December 2021, which proposal is incorporated herein by reference.

Consultant shall undertake and complete the Project in such sequence as to assure the expeditious completion and best carry out the purposes of this Agreement.

The Consultant agrees to complete the project in an agreed upon timeline, but no later than June 20, 2022. City shall pay Consultant the sum of \$25,675 in consultation fees and expenses for the Project. The City agrees to pay the Consultant for work on the Project and expenses incurred, as the performance of such work is demonstrated by submission of an invoice for \$5,000 upon receipt of this signed agreement; \$12,675 upon submission of the draft report; and the balance of \$8,000 plus travel expenses upon submission of the final report.

Travel expenses will be limited to a maximum of \$4,000 (combined) for no more than two (2) consultants.

The City shall remit payment within 30 days of receipt of said billing. In consideration of this agreement, the City agrees to:

- Assure reasonable access to the members of the organization, i.e city administrators, selected supervisors, and other appropriate employees.
- Afford prompt decisions on matters affecting the progress of the work.

GENERAL CONSIDERATIONS

1. **The City Ownership and Proprietary Information** - The parties expressly agree that all data, documents, records, studies, or other information generated, created, found or otherwise completed by consultant in the performance of Consultant's duties under the terms of this Agreement shall at all times remain the proprietary information of and under the ownership of the City. All data, documents, records, studies, or other information generated, referred to above, with the exception of the raw market data, shall be provided to the City by Consultant upon request so long as the City is not in default under other terms of this Agreement.

2. **Nondiscrimination** – In consideration of the signing of this Agreement, the parties hereto for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of age, race, color, religions, creed, sexual orientation, gender identity, or national origin with reference to the performance of this Agreement.

3. **Termination and Suspension**
 - a. This Agreement will continue in full force and effect until completion of the Project as described in the proposal unless it is terminated for nonperformance as outlined below.

 - b. If either party fails to perform as required by this Agreement, the other party may terminate it by giving written notice of such failure to perform and the intent to terminate. If the party receiving such notice does not cure its failure to perform with 20 days of such notice, the party issuing such notice may then terminate the Agreement by giving written notice of termination to the other party.

 - c. In the event of termination, the Consultant will be paid by the City for all services actually, timely, and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. The Consultant will provide all work documents developed up to the time of termination after the City renders final payment for service.

4. **Successors and Assigns**- The City and the Consultant each bind the other and assigns, in all respects, to all of the terms, conditions, covenants, and provisions of this Agreement, and any assignment or transfer by the Consultant of its interest in this Agreement without the written consent of the City shall be void.

5. **Compliance with Law** – The Consultant will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.
6. **Amendment of Agreement** – This Agreement shall not be altered, changed or amended except by mutual written agreement of the parties.
7. **Indemnification Clause** – For purposes of this section, work performed is described as the preparation of studies and recommendations pertaining to the scope of services contained in this Agreement, as presented to the City for review and approval. Notwithstanding anything herein to the contrary, to the maximum extent permitted by law, the Consultant shall not be liable for consequential damages or for actions resulting from working as an agent of the City in evaluating the capability of the City.

Any confidential information provided to or developed by the Consultant in the performance of the agreement shall be kept confidential and not made available to any individual or organization by the Consultant without the prior written approval and consent of the City.

8. **Whole Agreement** – This Agreement constitutes the entire agreement between the City and the Consultant. Any modification must be in writing and approved by the City and the Consultant. The Agreement incorporates all the agreements, covenants, and understanding between the parties concerning the subject matter hereof, and all such covenants, agreements, and understands have been merged into this written agreement.
9. **Independent Contractors** – The Consultant and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. Nothing herein shall be construed as incurring for the City any liability for Worker's Compensation, FICA, withholding tax, unemployment compensation, or any other payment, which would be required to be paid by the City if the City and the Consultant were standing in an employer/employee relationship, and the Consultant hereby agrees to assume and pay all such liabilities.
10. **Subcontract** – The Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written prior approval of the City.

[Signature Page Follows Directly]

The parties have executed this Agreement, as of the day and year listed below written.

Approved By:

By:

City of Prairie Village, Kansas

Victoria McGrath, CEO
McGrath Human Resources Group

Date

Date

**Professional Proposal Prepared for the
City of Prairie Village, Kansas**



Compensation and Benefits Study

Submitted By:
McGrath Human Resources Group
PO Box 190
Wonder Lake, IL 60097

Dr. Victoria McGrath, CEO
victoriaphd@mcgrathconsulting.com
815.728.9111



McGrath
HUMAN RESOURCES GROUP

December 3, 2021
5:00 PM CST



December 2, 2021

Cindy Volanti
Human Resource Manager
7700 Mission Road
Prairie Village, Kansas 66208

Dear Cindy Volanti:

Thank you for the opportunity to submit our qualifications to be your business partner and perform a Compensation and Benefits Study for the City of Prairie Village, Kansas.

Maintaining a competitive classification and compensation plan in today's fiscally conservative environment is extremely challenging, yet essential to attract, motivate, engage, and retain a qualified workforce. McGrath Human Resources Group understands the issues public sector entities are facing as our firm provides human resources consulting services primarily for the public sector, with emphasis on compensation, including within the State of Kansas. We offer a transparent, engaging, and collaborative approach to updating the compensation solution built specifically for the City of Prairie Village, which aligns with your compensation philosophy and strategy to attract and retain competent professionals, conforms to all legal requirements, and fits within the City's fiscal reality.

Why Choose McGrath Human Resources Group?

We do not ask you to adapt to an off-the-shelf solution.

- ❖ Even in municipalities that appear to be similar, each entity has unique qualities, culture and needs.
- ❖ We work hard to understand your goals, fiscal realities, and compensation history so we can offer practical and sustainable options for a compensation solution that addresses your needs while holding to best practices and maintaining validity and compliance in the system.

We specialize in and understand public employment and local municipalities.

- ❖ We specialize in public sector consulting; thus, we are in a unique position to understand and work with your stakeholders to make a sound investment that will benefit the City.
- ❖ Our consulting team is comprised of individuals with previous local government city and county work experience, including within public safety.
- ❖ An investment in your employee's compensation plan is an investment in your community, and we recognize the investment you are making is with taxpayer dollars.



Our long history brings a unique breadth of experience.

- ❖ We have experience with the development of innovative or traditional approaches, with the knowledge of climates where those approaches usually succeed to help us tailor the best solutions for you.
- ❖ We wish to foster a partnership with our clients by pursuing a depth of understanding of your philosophy, culture, challenges, and successes so the synergy outcome provides a compensation system that makes sense philosophically and fiscally for your organization.

We are successful.

- ❖ In our 21st year in business, with over 400 clients in 40 states, we are proud that 99% of our projects have been fully adopted and implemented.
- ❖ Our success stems from sound principles and best practices throughout our work and the relationships we build through collaboration and transparency with the project.

Detailed information regarding our firm, consulting team, scope of work, work plan, methodology and process, proposed work schedule, project fees, and other information is presented within this proposal. We accept the terms and scope of the project as listed in the Request for Proposal. To ensure timely submission, this proposal is current as of September 2, 2021, and this excludes any addendum scheduled for future release. I am happy to discuss any changes or modifications needed due to addendums that were published after this date. All conditions contained in the attached proposal are valid for a minimum of 90 days from December 3, 2021. I am the authorized individual to contractually bind the Firm.

As you review the proposal, if you have any questions or require additional information, please do not hesitate to ask. We look forward to the opportunity to work with the City of Prairie Village and its employees on this important project.

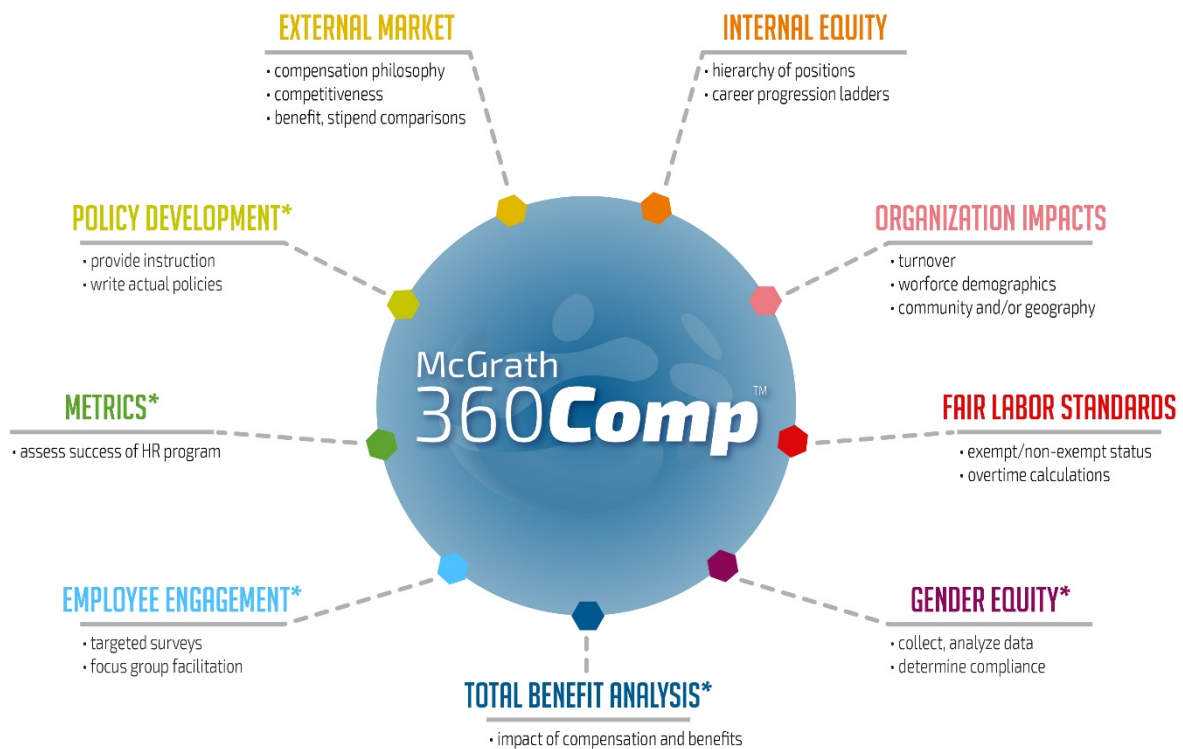
Sincerely,



Victoria J. McGrath, Ph.D., CEO
PO Box 190
Wonder Lake IL 60097

815.728.9111 (office)
815.307.2781 (direct)
victoriaphd@mcgrathconsulting.com





* **OPTIONAL**



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1. Minimum Qualifications

1) Respondent is a professional employee compensation consulting firm or division that provides consulting for non-profit and local government compensation plans, employee incentives, employee benefits, prerequisites, salary structures, merit increases, range adjustments, and additional compensation plan structures.

McGrath Human Resources group specializes in public sector consulting in the field of human resource management. Since 2000, McGrath has conducted hundreds of varying compensation and classification studies nationwide, including within the State of Kansas. Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, training, policy development, operational studies, and staffing studies. Additional information can be found in the Firm History and Operations Section.

2) The principal account representative who will be responsible for providing consulting services to the City has documented experience consulting governmental and non-profit clients on employee compensation and benefit plans.

The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government; and have been part of this human resources consulting team between 7-21 years. Detailed information about the consulting team can be found in the Firm History and Operations Section.

3) The proposal must be signed by the principal consultant and must state the name, title, address, phone number, and email address of the contact person who is authorized to provide clarification on the proposal should it be necessary.

This proposal is signed by Dr. Victoria McGrath, CEO, who is the primary contact for any follow up questions related to this proposal, I am the authorized individual to contractually bind the Firm.



Victoria J. McGrath, Ph.D., CEO
PO Box 190
Wonder Lake IL 60097

815.728.9111 (office)
815.307.2781 (direct)
victoriaphd@mcgrathconsulting.com



2. Firm History and Operations

Located in Wonder Lake, Illinois, **McGrath Consulting Group, Inc.** was started in 2000, specializing in public sector consulting in the fields of human resource management and public safety (fire, EMS, police, and communications). The principals of the Firm have over 50 years of combined professional public sector experience, in addition to consulting.

Our Firm has over 20 professional consultants who are assigned to projects based upon their professional background and skillset they bring to each client.

McGrath Human Resources Group is the Human Resources Division overseen by Dr. Victoria McGrath. Since 2000, McGrath has conducted hundreds of comprehensive compensation and classification studies nationwide, *including within the State of Kansas*. The Human Resources consulting team is comprised of experienced human resources practitioners from both the private sector and local city and county government; and have been part of this human resources consulting team between 7-21 years.

Company Name	McGrath Human Resources Group
Parent Organization	McGrath Consulting Group, Inc.
Established	May 1, 2000
Years of Service	21
Type of Firm	Private Corporation Illinois, USA
Company Mailing Address	P.O. Box 190 Wonder Lake, IL 60097
Company Physical Address (Primary Office Location)	7614 Barnard Mill Rd Wonder Lake, IL 60097
Responsible Party and Project Administrator	CEO – Dr. Victoria McGrath, Ph.D., SPHR
Email Address	victoriaphd@mcgrathconsulting.com
Phone Number	(815) 728-9111
Fax Number	(815) 331-0215
Insurance	State Farm: Auto, General Liability Travelers: Workers Compensation Accord: Professional Liability Chubb: Cyber Security Liability

We do not offer an off-the-shelf work product, but rather, we approach each client with the goal to understand your organization, culture, current and future needs, and fiscal reality to develop total compensation solutions that are developed uniquely for you, align with your compensation philosophy and strategy, while using a collaborative and transparent process.

Our Firm also provides related human resources consulting which includes but is not limited to benefit analysis, job description development, HR Audits, performance management program development, training, policy development, operational studies, and staffing studies.

Finally, our Human Resources team is also involved in organizational studies related to public safety. This is important because we have found that having professional expertise in public safety is beneficial in public sector compensation studies to better address the unique compensation laws, best practices, and challenges these professions add to most public-sector compensation systems, of which, the City of Prairie Village is no exception.



Data Security

All McGrath systems are run on the latest software versions and are protected and monitored by multiple antivirus systems. All PCs are password protected, and all data is secured and backed up daily. Data sharing will be a discussion item with the City at the beginning of the project. The City may use McGrath’s recommendations for data sharing or work collaboratively with the City’s technology advisor on their recommendations.

Public Sector Project History

McGrath primarily works with public-sector organizations including counties, cities, villages, townships, districts, and even State agencies. The following is a portion of our prior government project experience:

Barron County, WI	Clearfield City, UT
Bluffton Township Fire District, SC	Codington County, SD
Burnett County, WI	College Township, PA
Centre Region of Government, PA	County of Delaware, PA
Centre Region Solid Waste Authority, PA	Cy Fair Volunteer Fire Department, TX
Chippewa County, WI	Dodge County, WI
City of Alcoa, TN	Douglas County, WI
City of Arlington, WA	Eau Claire County, WI
City of Aspen, CO	Everett Roehl Marshfield Public Library, WI
City of Beloit, WI	Ferguson Township, PA
City of Burlington, WA	Fox River Water Reclamation District, IL
City of Carthage, MO	Franklin School District, WI
City of Clayton, MO	Geary County, KS
City of Columbus, KS	Greene County EMS, TN
City of Crossville, TN	Harris Township, PA
City of Denison, TX	Kansas Sentencing Commission, KS
City of Dodge City, KS	Kent County, MI
City of Durango, CO	Manhattan Library, KS
City of Durant, OK	Marion County, KS
City of Eau Claire Library, WI	Older People's Commission, MI
City of Eau Claire, WI	Patton Township, PA
City of Edwardsville, KS	Pitkin County, CO
City of Fayetteville, NC	Portage County, WI
City of Fulshear, TX	Pueblo City-County Library District, CO
City of Gallatin, TN	Reno County, KS
City of Garden City, KS	Riley County Police Department, KS
City of Goodland, KS	Riley County, KS
City of Hamilton, OH	Rochester Avon Recreation Authority, MI
City of Huber Heights, OH	Somerset School District, WI
City of Huntington, WV	South Lyons Township Sanitary District, IL



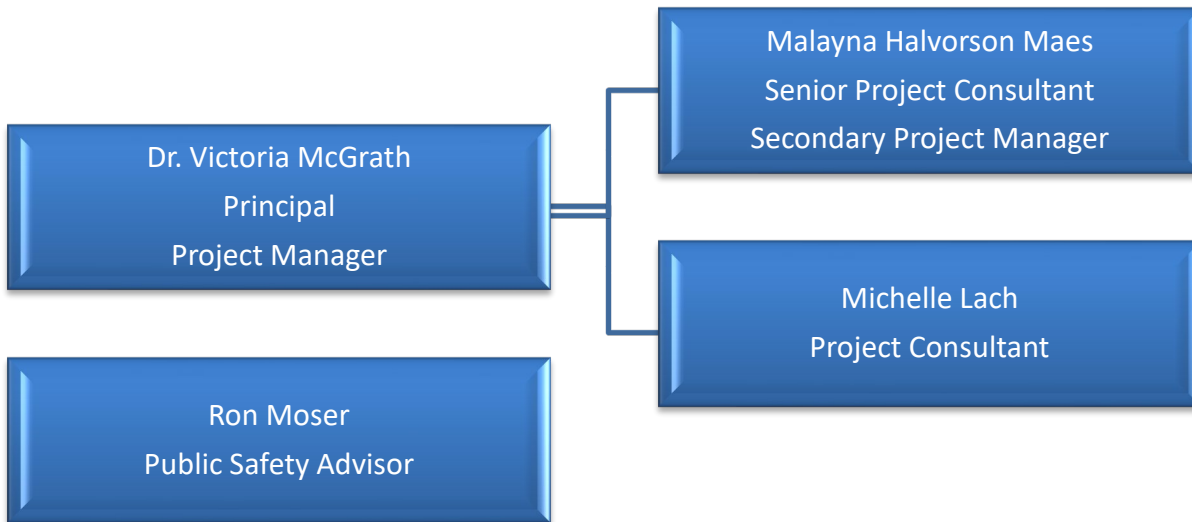
City of Huntsville, TX	South Snohomish County Fire & Rescue Authority, WA
City of Kechi, KS	Spring Benner Walker Joint Authority, PA
City of Kirkwood, MO	St. Croix County, WI
City of La Pine, OR	Sumner County, TN
City of Lawrence, KS	Town of Avon, IN
City of Lansing, KS	Town of Delavan, IL
City of Marshfield, WI	Town of Greeneville, TN
City of Marysville, WA	Town of Riverdale Park, MD
City of McPherson, KS	Town of Syracuse, IN
City of Mexico, MO	Utah County, UT
City of New Berlin, WI	Vernon County, WI
City of Northfield, MN	Village of Cary, IL
City of Oak Harbor, WA	Village of Glen Ellyn, IL
City of Oak Ridge, TN	Village of Lake in the Hills, IL
City of Paducah, KY	Village of Mount Pleasant, WI
City of Park Ridge, IL	Village of North Aurora, IL
City of Platte, MO	Village of Oak Park, IL
City of Rochester Hills, MI	Village of Parkridge, IL
City of Salina, KS	Village of Riverside, IL
City of Sheridan, WY	Village of South Elgin, IL
City of Sherwood, OR	Village of Theresa, WI
City of St. Charles, MO	Village of Vernon Hills, IL
City of Stayton, OR	Village of Wilmette, IL
City of Topeka, KS	Village of Winfield, IL
City of Watertown, SD	Winnebago County, WI
City of Woodstock, IL	Wisconsin Employee Trust Funds, WI



Consulting Team

All consultants are McGrath All consultants are McGrath consultants, and there is no subcontracting.

The Consultants were selected for this project based upon their areas of expertise, specialties, and related project experience. We operate under the philosophy of total team involvement and each team member has experience in all facets of project work and will work together to meet the goals of your project. Further, we have the flexibility to involve other consultants with our organization to bring their unique perspective and expertise as needed. Primary members of the team for the City of Prairie Village, and an overview of their project responsibilities are provided.



Principal: A principal of the company is actively involved in every project and is accountable for the project. This position will have authority over the contract and to bind the Firm.

Project Manager: This role has project oversight, will coordinate all work with the consulting team, will have direct routine communication with the City’s project designee, and will be hands on in all aspects of the project’s activities. This role is also the educator/trainer of the system for the City. A *secondary project manager* is also assigned to provide backup support to the project manager, lead the consulting team on targeted project activities, and performs duties of a project consultant.

Project Consultant: This role works on various project activities, which will include communication documents/tools, interviews, position questionnaire analysis, job description review, classification system development, market data collection and analysis, pay plan review, benefits review, compensation system development, costing, and drafting reports.

Advisor: This role has specific subject matter expertise that may be called upon for additional consultation for the consulting team for public safety positions.



Victoria McGrath, Ph.D., SPHR
Chief Executive Officer and Project Manager

Dr. Victoria McGrath has an extensive background in the field of human resources, predominately in the public sector; but she also has a number of years in the private sector having worked in health care, banking, and education. She brings over 19 years of practitioner experience in all phases of human resources prior to her years as a consultant.

Her professional experience includes the City of Brookfield, WI, which had over 500 employees, including five (5) labor unions; the Elmbrook School District, WI – the 2nd largest school district in Wisconsin, also with 5 labor unions; and Citicorp Banks. She has dealt with labor/employee relations; policy, procedure and labor compliance; benefits and compensation; recruitment and staff development. Dr. McGrath’s local government experience touched all local services including police/sheriff, fire, public works/highway, engineering, library, health department, administration, courts, jail, and more.

Dr. McGrath has provided management assistance to more than 200 local government clients on a variety of management issues. In addition to working with government, she has been a speaker for a number of professional organizations and worked with two (2) organizations in developing courses in human resource management to current and upcoming supervisors. Further, she is an adjunct professor – teaching in areas such as human resources, organizational development, management, and research – at Northwestern University (Master’s in Public Policy Administration Program).

Dr. McGrath’s doctoral dissertation dealt with Government as a Learning Organization. Her research dealt with government efficiency in providing services and how governmental services can become more effective.

YEARS WITH FIRM: 21

EDUCATION

- ◆ Ph.D. – Municipal Government as a Learning Organization, University of Wisconsin – Milwaukee, WI
- ◆ Master of Science – Management, Cardinal Stritch College, WI
- ◆ Bachelor of Science – Industrial Relations & Finance, University of Wisconsin – Milwaukee, WI

PROFESSIONAL AFFILIATIONS

- ◆ Society for Human Resources Management
- ◆ Illinois Public Employer Labor Relations Association
- ◆ National Public Employer Labor Relations Association
- ◆ International City/County Manager Association

SAMPLE PROJECT EXPERIENCE

Barron County, WI

Bluffton Township Fire District, SC

Burnett County, WI

CAS, Medicare Ambulance, OH

Dodge County, WI

Douglas County, WI

Eau Claire County, WI

Everett Roehl Marshfield Public Library, WI



Centre Region of Government, PA
Centre Region Solid Waste Authority, PA
Chippewa County, WI
City of Alamosa, CO
City of Alcoa, TN
City of Arlington, WA
City of Ashland, WI
City of Aspen, CO
City of Beloit, WI
City of Bloomington, MN
City of Burlington, WA
City of Carthage, MO
City of Clayton, MO
City of Clearfield City, UT
City of Countryside, IL
City of Des Peres, MO
City of Dodge City, KS
City of Durango, CO
City of Eau Claire, WI
City of Edwardsville, KS
City of Fayetteville, NC
City of Gallatin, TN
City of Hamilton, OH
City of Huntington, WV
City of Huntsville, TX
City of Kechi, KS
City of Kirkwood, MO
City of Lawrence, KS
City of Manhattan, KS
City of Mexico, MO
City of New Berlin, WI
City of Northfield, MN
City of O'Fallon, IL
City of Oak Harbor, WA
City of Oak Ridge, TN
City of Paducah, KY
City of Park Ridge, IL
City of Platte, MP
City of Rochester Hills, MI
City of Salina, KS

Ferguson Township, PA
Fox River Water Reclamation District, IL
Franklin School District, WI
Geary County, KS
Greene County EMS, TN
Harris Township, PA
Kansas Sentencing Commission, KS
Kent County, MI
Maine Township, IL
Manhattan Library, KS
Marion County, KS
Older People's Commission (OPC), MI
Patton Township, PA
Riley County Police Department, KS
Riley County, KS
Rochester Avon Recreation Authority, MI
Somerset School District, WI
South Lyons Township Sanitary District, IL
South Snohomish County F&R Authority, WA
Spring Benner Walker Joint Authority, PA
St Croix County, WI
St Croix Indians, WI
Sumner County, TN
Town of Avon, IN
Town of Berwyn Heights, MD
Town of Greeneville, TN
Town of Riverdale Park, MD
Town of Syracuse, IN
Unified City of Yorkville, IL
Utah County, UT
Vernon County, WI
Village of Bedford Park, IL
Village of Cary, IL
Village of Glen Ellyn, IL
Village of Lake in the Hills, IL
Village of Mount Pleasant, WI
Village of North Aurora, IL
Village of Oak Park, IL
Village of Parkridge, IL
Village of Riverside, IL



Malayna Halvorson Maes
Senior Consultant and Secondary Project Manager

Malayna Halvorson Maes has served as a human resource professional in both the private and public sectors for over 20 years. She worked previously in health care human resources, then as the Human Resources Director and senior advisor for a large county in northwestern Wisconsin. Thus, she has direct experience with the many challenges facing municipal employers.

During her time in county government, Ms. Maes advised the organization through the significant changes at the State level (referred to as Act-10) that resulted in a reduction from five (5) collective bargaining units to one (1) unit, due to reduced legal authority of organized labor in the public sector. As a change agent, she facilitated the development of significant policy changes for the organization. This included conducting a complete evaluation of the compensation system for the county which included a rewrite of all job descriptions, and the implementation of a pay for performance evaluation system. This system was created through the work of a combined employee – manager committee and included the implementation of a performance management software system to streamline the 360-evaluation process. She brings a practical understanding to the development and implementation of complex compensation systems.

As a former Wisconsin Human Resources Director, she is knowledgeable of all facets of local government, including police, public works, engineering, health services, and more. She has been active in a number of professional organizations including SHRM, Chippewa Valley Society of Human Resource Management; WIPFLI Senior HR Forum; Wisconsin Association of County Personnel Directors, and the National Public Employer Labor Relations Association. In addition, she served on the WACPD training Committee, Chair of the Legislative Affairs Committee, a Board of Director member as well as a member of the Services Committee for WPELRA; thus, she takes an active role in defining the profession.

YEARS WITH FIRM: 8

EDUCATION

- ◆ Bachelor of Arts– Psychology, Luther College, Decorah, IA

PROFESSIONAL AFFILIATIONS

- ◆ Society for Human Resources Management
- ◆ National Public Employer Labor Relations Association
- ◆ World at Work, Total Rewards Association

CERTIFICATION

- ◆ Certified Compensation Professional (in process)

SAMPLE PROJECT EXPERIENCE

Barron County, WI

Burnett County, WI

Chippewa County, WI

City of Alamosa, CO

City of Alcoa, TN

City of Park Ridge, IL

City of Rochester Hills, MI

City of Sherwood, OR

City of Stayton, OR

City of Watertown, SD



City of Arlington, WA
City of Ashland, WI
City of Bloomington, MN
City of Burlington, WA
City of Clayton, MO
City of Crossville, TN
City of Denison, TX
City of Dodge City, KS
City of Durango, CO
City of Durant, OK
City of Eau Claire Library, WI
City of Eau Claire, WI
City of Edwardsville, KS
City of Fayetteville, NC
City of Fulshear, TX
City of Gallatin, TN
City of Garden City, KS
City of Hamilton, OH
City of Huber Heights, OH
City of Kirkwood, MO
City of La Pine, OR
City of Lawrence, KS
City of Marshfield, WI
City of Marysville, WA
City of McPherson, KS
City of Northfield, MN
City of Oak Harbor, WA
City of Oak Ridge, TN

City of Woodstock, IL
Codington County, SD
County of Delaware, PA
Cypress Creek EMS, TX
Dodge County, WI
Douglas County, WI
Eau Claire County, WI
Everett Roehl Marshfield Public Library, WI
Kent County, MI
Marion County, KS
Older People's Commission (OPC), MI
Portage County, WI
Pueblo City-County Library District, CO
Riley County Police Department, KS
Riley County, KS
Rochester Avon Recreation Authority, MI
Somerset School District, WI
St Croix County, WI
St Croix Indians, WI
Town of Berwyn Heights, MD
Town of Greeneville, TN
Vernon County, WI
Village of Glen Ellyn, IL
Village of Lake in the Hills, IL
Village of Mount Pleasant, WI
Village of Parkridge, IL
Winnebago County, WI
Wisconsin Employee Trust Funds, WI



Michelle Lach
Project Consultant - Data

Ms. Lach provides critical research and analytical skills to our compensation and benefits studies. Ms. Lach had nine (9) years of professional human resources experience prior to her time with the Firm. Her experience with the Firm includes the development of employee handbooks and job descriptions, but now works exclusively with compensation and benefit survey designs and execution, and market research. These critical responsibilities include obtaining, compiling, and analyzing complex data and other information for projects, and supporting the project manager as needed. She has been with the Firm for 15 years.

YEARS WITH FIRM: 15

EDUCATION

- ◆ Bachelor of Arts– Communication and Organizational Development
Bowling Green State University, KY

SAMPLE PROJECT EXPERIENCE

<i>Barron County, WI</i>	<i>City of St Charles, MO</i>
<i>Bluffton Township Fire District, SC</i>	<i>City of Stayton, OR</i>
<i>Burnett County, WI</i>	<i>City of Watertown, SD</i>
<i>Chippewa County, WI</i>	<i>City of Woodstock, IL</i>
<i>City of Alamosa, CO</i>	<i>Codington County, SD</i>
<i>City of Alcoa, TN</i>	<i>Coffey County, KS</i>
<i>City of Arlington, WA</i>	<i>Cypress Creek EMS, TX</i>
<i>City of Ashland, WI</i>	<i>Dodge County, WI</i>
<i>City of Aspen, CO</i>	<i>Douglas County, WI</i>
<i>City of Bloomington, MN</i>	<i>Eau Claire County, WI</i>
<i>City of Burlington, WA</i>	<i>Everett Roehl Marshfield Public Library, WI</i>
<i>City of Carthage, MO</i>	<i>Geary County, KS</i>
<i>City of Clayton, MO</i>	<i>Greene County EMS, TN</i>
<i>City of Clearfield City, UT</i>	<i>Kent County, MI</i>
<i>City of Crossville, TN</i>	<i>Maine Township, IL</i>
<i>City of Denison, TX</i>	<i>Manhattan Library, KS</i>
<i>City of Des Peres, MO</i>	<i>Marion County, KS</i>
<i>City of Dodge City, KS</i>	<i>Older People's Commission (OPC), MI</i>
<i>City of Durango, CO</i>	<i>Patton Township, PA</i>
<i>City of Durant, OK</i>	<i>Pitkin County, CO</i>
<i>City of Eau Claire Library, WI</i>	<i>Portage County, WI</i>
<i>City of Eau Claire, WI</i>	<i>Pueblo City-County Library District, CO</i>
<i>City of Edwardsville, KS</i>	<i>Riley County Police Department, KS</i>
<i>City of Fayetteville, NC</i>	<i>Riley County, KS</i>
<i>City of Fulshear, TX</i>	<i>Rochester Avon Recreation Authority, MI</i>
<i>City of Gallatin, TN</i>	<i>Somerset School District, WI</i>
<i>City of Garden City, KS</i>	<i>St Croix County, WI</i>



<i>City of Hamilton, OH</i>	<i>St Croix Indians, WI</i>
<i>City of Huber Heights, OH</i>	<i>Sumner County, TN</i>
<i>City of Huntington, WV</i>	<i>Town of Avon, IN</i>
<i>City of Kechi, KS</i>	<i>Town of Greeneville, TN</i>
<i>City of Kirkwood, MO</i>	<i>Utah County, UT</i>
<i>City of La Pine, OR</i>	<i>Vernon County, WI</i>
<i>City of Lawrence, KS</i>	<i>Village of Bedford Park, IL</i>
<i>City of Manhattan, KS</i>	<i>Village of Cary, IL</i>
<i>City of Marshfield, WI</i>	<i>Village of Lake in the Hills, IL</i>
<i>City of Marysville, WA</i>	<i>Village of Mount Pleasant, WI</i>
<i>City of McPherson, KS</i>	<i>Village of North Aurora, IL</i>
<i>City of Northfield, MN</i>	<i>Village of Oak Park, IL</i>
<i>City of O'Fallon, IL</i>	<i>Village of Parkridge, IL</i>
<i>City of Oak Harbor, WA</i>	<i>Village of Riverside, IL</i>
<i>City of Oak Ridge, TN</i>	<i>Village of South Elgin, IL</i>
<i>City of Paducah, KY</i>	<i>Village of Theresa, WI</i>
<i>City of Park Ridge, IL</i>	<i>Village of Vernon Hills, IL</i>
<i>City of Platte, MP</i>	<i>Village of West Milwaukee, WI</i>
<i>City of Rochester Hills, MI</i>	<i>Village of Wilmette, IL</i>
<i>City of Salina, KS</i>	<i>Village of Winfield, IL</i>
<i>City of Sheridan, WY</i>	<i>Winnebago County, WI</i>
<i>City of Sherwood, OR</i>	<i>Wisconsin Employee Trust Funds, WI</i>

PUBLIC SAFETY ADVISOR

McGrath Human Resources will partner with the parent company – McGrath Consulting Group in the areas of public safety, as needed.

- Ron Moser has over 30 years of experience in law enforcement serving six municipalities in three states. Serving as Chief for departments within a metropolitan area. Mr. Moser also served as Director of Emergency Management and Village Manager for Hanover Park, Illinois, a municipality of Cook County. He currently heads the law enforcement division performing operational studies throughout the United States. Mr. Moser has two master’s degrees in Criminal Justice and Corrections and Law Enforcement Administration.



3. Deliverables

We tailor our projects to meet the needs and unique structure and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables. With this in mind, the following is our proposed deliverables for this project:

Classification System

- ❖ Obtain information on each job title/position for a job evaluation through **department meetings, job descriptions, position description questionnaires, and optional employee interviews or surveys.**
- ❖ **Establish internal equity** among positions within the City through a **job evaluation point factor process.**
- ❖ **Define and update or redevelop the City's classification system.**
- ❖ **Develop career progression opportunities, when supported.**

Compensation and Benefit Systems

- ❖ Guide the City in **confirming your pay philosophy** including your desired position in the market.
- ❖ Obtain and **establish benchmark compensation and benefit data from the external market** through a survey of mutually identified, comparable entities.
- ❖ Complete an **analysis of the existing salary schedule and progression through the system** to identify existing issues to be addressed during project.
- ❖ Complete a **compression analysis** and develop strategies to address during the update and implementation of the compensation system, if problematic.
- ❖ Conduct a **total compensation analysis** inclusive of wages with benefit information to provide the City with a total compensation viewpoint.
- ❖ Integrate the data from the external market, internal market, and job evaluation to **develop comprehensive compensation systems** by updating your current schedules or designing new salary schedules to align with your compensation philosophy.

Support and Communications

- ❖ Develop a **communication plan** for project updates to include City leadership, employees, and elected officials.
- ❖ Provide a **cost estimate and implementation options** based on the City's fiscal abilities.
- ❖ Review and recommend **compensation policy and procedure changes** that will assure consistent implementation and application of compensation.
- ❖ Provide a **plan for the City to provide on-going maintenance** and review of the system and positions independently.
- ❖ Provide **training to human resources.**
- ❖ **Provide final reports** and a **presentation** to elected officials, and others as desired.
- ❖ **Support implementation** of approved compensation system(s).

After reviewing your request, we propose utilizing our **McGrath 360Comp™** process. Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. The proposal steps can be discussed and adjusted to meet the projects needs the City of Prairie Village.

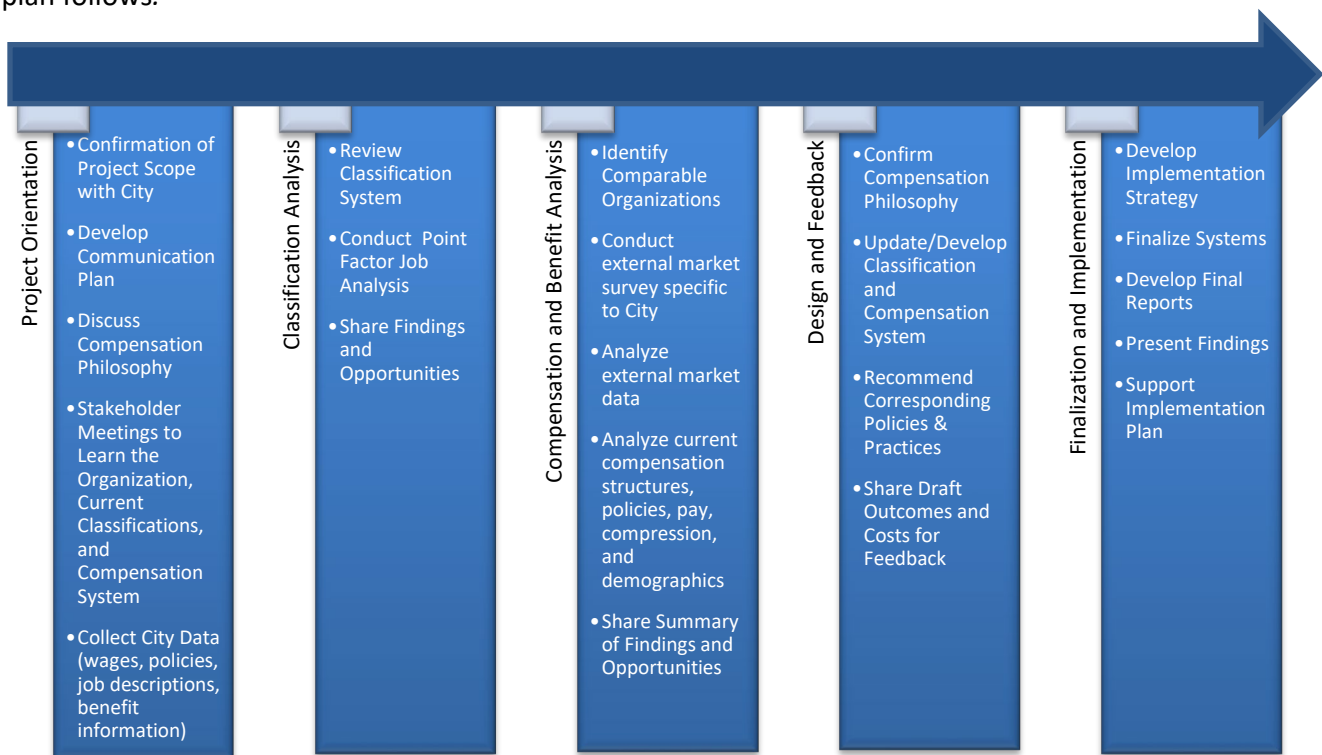


Proposed Approach

In any governmental organization, salaries and benefits are typically the largest budget item. An investment in your employee’s compensation plan is an investment in your community, and we recognize the investment you are making is with tax dollars. We also understand a competitive compensation system is an important element for the City’s ability to hire, cultivate, and retain employees who provide service and value to all City stakeholders, regardless of the organization’s size.

Similarly, internal equity, proper classification, career opportunities and addressing compression issues serves to enhance the employee’s feeling of value and willingness to actively engage in their work for the organization. Therefore, it is important for the City to have a system that promotes the active engagement of employees, is non-discriminatory, is legally defensible, is efficient to manage, and can accommodate organizational growth and change. Thus, we tailor our services to meet the needs and unique structure and culture of the City.

Our methodology and approach are characterized by a systematic, logical series of tasks aimed at assuring thoroughness, consistency, and objectivity. After conducting a needs assessment with the City, defining the City’s compensation philosophy with City leaders, and analyzing the current Compensation and Classification System in place, our Firm utilizes Best Practices throughout the process, which includes data collection of salary and benefit data and job content data from multiple City sources and its mutually identify comparables. Data analysis is then utilized to put this information into a meaningful summary format which is shared with the City. A visual summary of the project plan is provided. A detailed methodology and work plan follows.



Methods and Procedures

1. Project Orientation

- ❖ Communicate with the City's project designee to:
 - Provide a list of documents and data needed to begin the project.
 - Discuss project expectations and milestones.
 - Begin developing a communication plan.
 - Schedule initial meetings.

We tailor each project to meet the needs, unique structure, and culture of your organization, with the principles of collaboration, communication and transparency in mind while developing a sound work plan with identified deliverables.

We develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our Project Manager coordinates meetings, data sharing, and ensures the project is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

2. Project Initiation and Assessment

The consultants will conduct the first visit to meet with City leaders and all Department Directors/Managers to:

- ❖ Explore your organization's current compensation and benefit system, compensation philosophy and strategy.
- ❖ Gather information for each individual department including any unique responsibilities associated with positions, strengths and weaknesses of the current system, or issues with recruitment/retention.
- ❖ Identify future needs.
- ❖ Review provided documents and data.
- ❖ Finalize project communication expectations and strategies, project timeline, and identifiable milestones.

We believe in having direct conversations with management and administration to identify challenges and concerns with the current system and future needs so we may develop comprehensive recommendations that best address those needs.

Other Introductory communications may also be recommended:

- ❖ Conduct introductory meetings with elected officials to discuss elements of compensation philosophy and expectations.
- ❖ Introductory employee communications and/or meetings to explain the process of a compensation study, introduce the consulting team, expected assistance, describe the general outcome of the Study, and other related topics as desired by the City. This can be done in-person or virtually.

Communication with elected officials and/or employees during the project allows engagement and offers factual information.

3. Compensation Philosophy

From first site visit, the consulting team will identify:

- ❖ The strengths of the current compensation and benefits.
- ❖ Areas that need to be addressed or are concerns to the current programs.
- ❖ Current compensation program success and challenges.

Identifying and establishing a compensation philosophy allows for the development of strategic recommendations.



- ❖ Other characteristics about the City which may impact compensation.

An analysis of this data as well as external data collection will be the basis of developing a compensation philosophy that will guide the design and complexity of the City’s compensation program. A consistent philosophy will provide a strong foundation for the City. Without a philosophy, leaders often find themselves unsure what to offer as a total compensation package.

4. Classification Analysis (Job Analysis)

A **job analysis** objectively evaluates the duties, responsibilities, tasks, and authority level of each City position and identifies the hierarchy and career progression opportunities.

Job analysis is critical not only for internal equity, but also the establishment of a standardized process to establish pay equity between positions.

The classification analysis is recommended to include completion of a Position Questionnaire (PQ), which is a standardized tool used to analyze each position on identified factors. The **McGrath 360Comp™** PQ has been developed **specifically for use in public sector** organizations. This Questionnaire is recommended to be completed on all job titles for purposes of:

- ❖ Expounding upon information provided in job descriptions.
- ❖ Evaluating position responsibilities regarding necessary competencies, experience, education, finances, judgement, decision-making and other expectations which provide value to the City.
- ❖ Clarifying instances where statements in the existing job descriptions are vague or absent.
- ❖ Updating and aligning classification changes.
- ❖ Identifying career progression opportunities.
- ❖ Establishing job categories/job families.

Supervisory Review. Each incumbent’s supervisor or Department Head will be given time to review the completed PQ for content and accuracy, and to comment in a designated area of the document. They will sign off on their review prior to submission to the Consultants. If needed, the consulting team may speak with Department Director, Supervisors, and Human Resources for additional position clarification.

From this process, the current classification system will be updated, as needed.

The **McGrath 360Comp™** point factor process used to complete the job analysis goes beyond the typical “Knowledge, Skills and Abilities” (KSA’s) and explores factors that are unique to public sector positions including the following aspects of a job:

- ❖ Records, Reports and Programs
- ❖ Impact of Decisions and Consequents of Errors
- ❖ Contact with Others (both inside and outside the organization)
- ❖ Equipment, Machines and Tools
- ❖ Budget, Financial, and Cash Handling
- ❖ Education, Experience, Licensure/Certifications
- ❖ Complexity and Judgment
- ❖ Confidential Data
- ❖ Stress (degree of mental or emotional fatigue or stress inherent to the job)
- ❖ Technology
- ❖ Leadership and Supervisory Responsibilities
- ❖ Work Environment and Physical Requirements



5. Compensation Analysis

A Compensation analysis determines the organization’s relative position in the comparable labor market. This analysis allows City leaders to understand the organization’s compensation as a whole and by position, allowing them to make sound compensation decisions. Compensation Analysis will consist of the following:

A market survey is developed specific to the City’s positions. We believe that collecting fresh market data establishes a more accurate look of the current market. We do not utilize third-party market surveys unless requested or discussed with the client in advance.

- ❖ McGrath consultants will prepare and conduct a tailored compensation and special pay survey specific to the City’s positions to **collect external market data**. The following is a sample section of a market survey that has been modified in format to fit the proposal.

Job Title	Dept.	Description	# of Emp. in Job Title	Minimum Salary	Midpoint Salary	Max. Salary	Avg Salary of Incumbents	Your position title if different	Questions or to leave a Comment
Assistant City Manager	Administration	Second in command							
City Manager	Administration	Chief Administrator							
City Secretary/City Clerk	Administration	Maintains office							
Assistant City Secretary/Assistant City Clerk	Administration	Assists the City Secretary							
Receptionist	Administration	Entry level customer service							
Executive Assistant to the City Manager	Administration	Confidential Secretary							
City Attorney	Administration	Serves as City Counsel							
PIO/Communications Specialist	Administration	Chief communications officer							

- ❖ The City and consulting team will **identify Comparable Organizations** as the labor market. The goal is to establish a comprehensive list of public/private organizations that are similar in scope and/or in job responsibilities with whom the organization is competing to attract and retain employees. The City will have input into the list and must approve the list of comparable areas prior to starting the external market survey.
- ❖ The consultants will **analyze salary data**. The market survey collects minimum, midpoint, maximum, and incumbent salary information for each benchmark position; and other data points as needed. A statistical analysis is conducted on each dataset to ensure consistent and objective analysis. The outcome is then calculated into a ratio between the market and the City to measure the City’s alignment against the market.

The following shows a slightly modified data format to fit the proposal.

Position Title	Minimum	Midpoint	Maximum	Mkt Ave Min	Comp Ratio	Mkt Ave Mid	Comp Ratio	Mkt Ave Max	Comp Ratio	Ave Inc.	Mkt Ave Inc	Comp Ratio
	\$18.43	\$20.73	\$23.02									
Clerical Assistant	\$38,331.90	\$43,112.58	\$47,871.62	\$36,066.55	56%	\$44,260.22	47%	\$52,990.22	40%	\$43,025.01	\$45,853.37	44%
Maintenance Worker	\$38,331.90	\$43,112.58	\$47,871.62	\$31,511.15	72%	\$38,557.94	62%	\$46,875.15	52%	\$40,477.80	\$37,603.44	58%
CSR	\$38,331.90	\$43,112.58	\$47,871.62	\$31,625.67	71%	\$36,679.04	68%	\$42,570.67	62%	\$42,744.83	\$34,191.95	75%
Permit Clerk	\$38,331.90	\$43,112.58	\$47,871.62	\$32,228.81	69%	\$38,644.11	62%	\$46,919.72	52%	\$38,604.47	\$36,454.16	56%
Utility Maintenance Tech I	\$38,331.90	\$43,112.58	\$47,871.62	\$32,873.86	67%	\$41,015.96	55%	\$48,420.96	49%	\$39,471.91	\$38,346.94	53%
Utility Services Representative	\$38,331.90	\$43,112.58	\$47,871.62	\$31,350.60	72%	\$36,528.84	68%	\$45,461.41	55%	\$39,089.02	\$36,671.91	57%
	\$20.27	\$22.79	\$25.31									
Code Inspector	\$42,160.77	\$47,395.71	\$52,652.29	\$39,211.06	58%	\$47,405.38	50%	\$58,851.09	39%	\$48,899.14	\$47,040.73	54%
Deputy Court Clerk	\$42,160.77	\$47,395.71	\$52,652.29	\$31,883.28	82%	\$38,457.92	73%	\$47,471.98	61%	\$44,994.56	\$37,490.48	70%
Utility Maintenance Tech II	\$42,160.77	\$47,395.71	\$52,652.29	\$36,330.45	66%	\$43,968.02	58%	\$52,047.19	51%	\$42,182.40	\$41,189.62	52%



- ❖ The consultants will examine the status of your current compensation systems including **structural analysis, special pay analysis, compression analysis, and incumbent pay analysis** to give guidance to the consultants for compensation and implementation recommendations and will also provide information to the City regarding overtime, promotional and retention opportunities, internal equity, and how multiple pay plans are working together. The following shows a sampling of raw compression data for analysis.

Position	Total Gross	OT	Other Pays	Total
Sergeant/Sheriff	\$120,161.08	\$42,968.25	\$21,683.87	\$184,813.20
Deputy Sheriff	\$103,928.37	\$29,119.89	\$22,446.00	\$155,494.26
Lieutenant/Sheriff	\$107,701.88	\$46,542.36		\$154,244.24
Deputy Sheriff	\$90,177.67	\$20,414.04	\$22,787.31	\$133,379.02
Deputy Sheriff	\$83,930.00	\$15,343.13	\$25,193.35	\$124,466.48
Deputy Sheriff	\$82,397.26	\$15,783.37	\$21,357.73	\$119,538.36
Deputy Sheriff	\$75,469.97	\$15,170.10	\$22,287.85	\$112,927.92
Deputy Sheriff	\$72,959.66	\$21,004.31	\$18,460.55	\$112,424.52
Corporal/Sheriff	\$80,607.03	\$18,670.22	\$13,104.90	\$112,382.15
Deputy Sheriff	\$75,089.75	\$18,517.53	\$18,517.53	\$112,124.81
Corporal/Sheriff	\$79,479.39	\$29,896.67		\$109,376.06
Bench Warrant Admin	\$80,251.81	\$23,751.55		\$104,003.36
Corporal/Sheriff	\$72,587.67	\$20,889.51		\$93,477.18
Corporal/Sheriff	\$72,355.15	\$21,105.13		\$93,460.28

- ❖ The consultants will **review your compensation-related policies** for compliance and best practices. We will make recommendations for policy updates or considerations that impact the City.
- ❖ The consultants will gather and analyze external and internal demographic data and workforce metrics to define:
 - Employee’s tenure within the organization as well as tenure in current position.
 - Turnover rate for the organization.
 - Local geographic and economic factors impacting the attraction and retention of employees.

Understanding your employee demographics and external challenges allows for the development of strategic recommendations.

The outcome of this portion of the project is very important because it identifies current trends and future predictors. This information guides the consulting team in developing strategy options and recommendations for the City’s current and future needs.

6. Benefits Analysis

When data is received through the benefits survey to the identified labor market, the Consultants will analyze the findings and identify any trends and/or areas of concern regarding the City’s benefits package as compared with the Market. This will also help identify the correct wage and benefit mix needed to maintain competitiveness within the market. The analysis includes the option of:

Wages alone do not make up total compensation. A review of benefits in conjunction with wages allows the organization to see the total compensation picture.

- ❖ General **Benefits Analysis** identifies the City’s general position in the market for the offering of insurance, retirement, paid leave, holiday, and other benefits as requested by the City.



- ❖ A **Total Compensation Analysis** calculates the monetary value on the major benefits along with salary.

Based on this analysis, benefit recommendations will be provided.

7. McGrath 360Comp™ Integration

Upon completion of the compensation analysis and job analysis, etc. the consultants will engage the City to:

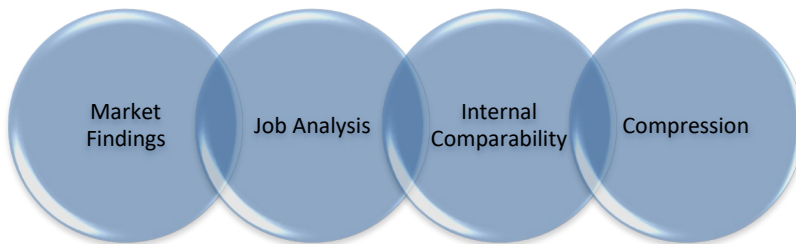
- ❖ Confirm the recommended compensation philosophy.
- ❖ Discuss the data obtained and share the findings and trends found in the analysis as it compares to the current Compensation System.
- ❖ Discuss the future compensation systems and the structure/model(s) that will best align with the City's compensation strategy.
- ❖ Discuss the blend between compensation and benefits.
- ❖ Discuss the tie between the compensation system, performance, and tenure.

Visualizing and understanding the full picture between the job analysis, compensation analysis, and market findings, allows the City and consulting team to have a meaningful dialogue to confirm the desired place in the market, desired compensation system model, and other compensation and benefit solutions identified.

8. Systems Update and City Review

The Classification and Compensation System will be updated or redeveloped with the following information:

Allowing City leaders and department directors the opportunity to review our recommendations in advance of finalization provides an opportunity for dialogue and sound quality control.



The consultants will develop a **detailed fiscal impact** of the Compensation Systems and will present implementation strategy options that fit the fiscal needs, culture, and compensation strategy of the City. While some entities can fully implement the compensation system immediately, some clients have utilized a phased approach. We will work with the City to assure that any phased approach fits with best practices and your fiscal realities.

Once the System is updated, the consultants will meet with appropriate City personnel to **review the draft Classification and Compensation System**. This visit will include meetings with the City's project designee and each Department Director to review placements within the Classification and Compensation System to identify any concerns prior to finalization. This provides an opportunity to discuss any changes in placement in the current system and/or ensure proper placement.



9. Finalization

A **Compensation Policy/Procedure Manual** will be developed for Administration/Human Resources. This report details:

- a. Study methodology and findings.
- b. Recommended compensation structure modifications.
- c. Recommended position title, classification specification or career progression changes.
- d. Fiscal impact and implementation strategies.
- e. Policies and procedure modifications or to adopt to administer and maintain the system in-house going forward, to include range adjustments, range progression, hire rates, transfer, promotion, demotion, reclassifications, over the range, specialty pay, incentives, etc.

The City will receive the Compensation and Classification documents and cost estimates in editable format for the City to maintain/integrate.

An **Executive Summary Report** for governing body and public distribution will also be provided as appropriate. A sample report has been provided. Keep in mind, the recommendations in this report may not be indicative of recommendations for the City of Prairie Village.

These reports will first be provided to City Administration in draft form to allow for feedback before the reports are placed into final form and provided electronically.

10. Presentation and Communication

The Study includes a **presentation to the City**.

The consulting team will be available to introduce the recommendations to employee groups to the depth, and in the manner, you prefer and offer suggestions and recommendations. We prepare correspondence and notices tailored to our client, whether for written, verbal or electronic presentation.

We stand behind our methodology and process, and recommendations. We are available to present findings to the City.

11. Ongoing Support and Training

McGrath Human Resources Consultants will continue to work with your organization to **support implementation** of the compensation system at no additional cost.

We will continue to assist the City through implementation.

The City may also consider its future needs as follows:

- ❖ McGrath Human Resources believes in providing our clients with the tools to be able to manage their Compensation System independently, if the client desires. In addition to policy recommendations to manage and maintain the Compensation System, we offer to teach the Human Resources staff the point factor/position analysis process.
- ❖ Alternatively, some clients prefer that McGrath Human Resources set current and future pay grade placements, position changes, and job description development rather than completing that in-house. This can be done for a nominal fee depending upon the time involved in the placement.



4. Timing

Project Progress Communication

Since we work closely with our clients, open communication and collaboration between the consulting team and project designee is critical for the project to be most successful. Because of that, we will develop a communication plan at the onset of the project so the Firm can provide routine updates on progress as well as discuss any issues that may result in a delay or a challenge within the project. Our designated project manager coordinates meetings, data sharing, and ensures the work plan is progressing according to the designed work plan so the deliverables are met within the scope and timeline of the project.

Proposed Timeline

The consulting team is prepared to start the project in January 2021. We recommend the following project schedule:

Activity	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1 - Project orientation/planning																
Task 2 & 3- Project Kickoff meetings with identified stakeholders for information meetings and compensation philosophy																
Task 4 – Job Analysis and Position Questionnaire distribution/collection																
Task 5 and 6 – Compensation and Benefit Market Data and Analysis																
Task 7 - Review Findings with City																
Task 8 - Update Compensation and Classification Systems																
Task 8 - Review Draft Systems																
Task 9 -Finalize Position Placements and provide Draft Report for City review. Finalize Reports.																
Task 10 - Presentation																

* The timeliness of the market data collection is heavily dependent upon the workload and staffing of the comparable organizations we are asking to participate, so additional time is built into the schedule for better survey participation/timely responses to capture current data.

COVID-19 Modifications to Our Site Visit Plans

We understand the concern and uncertainty, as well as resource re-allocation challenges you may be experiencing around COVID-19, and we are committed to being responsive and flexible to meet our customers' needs. We can accommodate onsite or remote site visits, with fluid scheduling as conditions change.



5. Fees and Billing

By submission of the proposal, McGrath Human Resources Group shows its intention to accept and contract with the City of Prairie Village, Kansas. McGrath Human Resources sets project fees based on the total project. Therefore, the fees listed below include all consulting professional fees, administrative costs, and excludes travel expenses. Because we evaluate a project on the number of months, we do not track actual hours. If more time is put into the project to make is successful, the price will not change.

Compensation and Benefits Study **\$25,675**

Travel*

Typically, travel is included in the total cost; however, since in-person site visits may not be feasible due to COVID, travel expenses will be billed separately – and only if incurred. This would be limited to airfare, mileage/car rental, hotel and dinner for a maximum of one (1) consultant. We prefer not to charge you for expenses that may not occur. At the time of the contract, we can establish a not-to-exceed amount for travel once we have identified the number of anticipated on-site visits.

Hourly Rates:

Principal = \$200 per hour
Consultant/Advisor = \$180 per hour

Future Services:

Pay Grade Placements	\$165/position
Market Adjustment/COLA recommendations	\$180/hour

Terms of Payment

Payment for the Project will be made in three (3) installments:

\$ 5,000 upon completion of the signed contract;
\$ 12,675 upon submission of the draft report; and
\$ 8,000 plus travel upon submission of the final report.

All invoices are due within 30 days of receipt. Proposal cost is good for a minimum of 90 days from December 3, 2021. Dr. Victoria McGrath is the individual with the authority to negotiate and contractually bind McGrath Human Resources in any type of negotiations and contracts.

Optional Services

In most compensation studies, there are areas that must be addressed that are not planned for. In the 21 years McGrath Consulting Group, Inc., has been in business, it has never increased the agreed upon price and will address these areas. In the event the work is so beyond the scope of the original project, the Consultant will work with the City to either bill the service at an hourly rate, plus travel fees; or determine a fixed price. However, no work will begin until an agreement with the City has been approved.



6. References

McGrath Consulting is proud to list over 400 clients in 40 states. Below are a few compensation studies either within the region and/or are similar to your project. **Additional client names, projects and locations are viewable on our website at www.mcgrathhumanresources.com** and their contact information will be provided upon request.

Client Name	Description
Dodge County, WI Contact: Sarah Hinze Title: Human Resources Director Phone: 920-386-3692 Email: shinze@co.dodge.wi.us	Comprehensive compensation schedule was developed with benefit recommendations for 250+ non-union job classifications, inclusive of a skilled nursing facility. Implementation in 2021 due to COVID delays. Project also included job description updates and performance evaluation process. Services ongoing.
City of Fulshear, TX Contact: Kristi Brashear Title: Human Resources Director Phone: 281.346.8875 Email: kbrashear@fulsheartexas.gov	Comprehensive compensation schedule for all City positions was developed in 2021.
City of Alamosa, CO Contact: Jolene Webb Title: Human Resources Manager Phone: 719-587-2029 Email: jwebb@ci.alamosa.co.us	Conducted comprehensive market analysis and position analysis of all positions and developed new compensation system in 2021.
City of Crossville, TN Contact: Leah Crockett Title: Human Resources Manager Phone: 931-456-5681 Email: leahcrockett@crossvilletn.gov	Comprehensive compensation schedule for all City positions was developed in 2019
City of Alcoa, TN Contact: Melissa Thompson Title: Human Resources Director Phone: 855-380-4753 Email: mthompson@cityofalcoa.tn.gov	Completed a comprehensive compensation study for all employees. Project was completed in March 2020, and due to COVID, has been put on hold for implementation until the City's fiscal health is determined.
City of Watertown, SD Contact: Kristen Bobzien Title: Finance Officer Phone: 605-753-3563 Email: kbobzien@watertownsd.us	Conducted comprehensive compensation analysis of all union and non-union positions within the City ~120 positions in 2019. Included the development of separate salary schedules for police, fire, AFSCME, and non-union – however, keeping internal equity and compression issues in line. Updated job descriptions in 2020. Services ongoing.
City of Saint Charles, MO Contact: Shanton Fountain Title: Human Resources Director Phone: 636-949-3232 Email: shanton.fountain@stcharlescitymo.gov	Completed a classification and compensation study for all positions in 2016 placing compensation to lead the market average. An update to the Administrative classifications which was completed in March 2020. <i>St. Charles is in the St. Louis metropolitan region.</i>



<p>City of Northfield, MN Contact: Michelle Mahowald Title: Human Resources Director Phone: 507-645-3012 Email: michelle.mahowald@ci.northfield.mn.us</p>	<p>A comprehensive compensation schedule of union and non-union positions was developed into one (1) classification system, and job descriptions were updated. This Compensation system had to be compliant with the State of Minnesota’s Pay Equity Act. <i>Northfield is in the Minneapolis-St. Paul metropolitan area.</i> An updated was completed in 2021.</p>
<p>Village of Mount Pleasant, WI Contact: Carol Thiel Title: Human Resources Director Phone: 262-664-7838 Email: cthiel@mtpleasant.wi.gov</p>	<p>Comprehensive compensation schedule was updated in 2019 based upon market updates and organizational restructuring resulting in significant position adjustments. Job Descriptions were also developed in 2019. <i>Mount Pleasant is part of the Milwaukee area.</i></p>



7. Supplementary Information

All information has been provided in Sections 1-6.





Compensation and Classification Study Executive Report

for

Dodge County
Wisconsin

July 2020





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Executive Summary

The intent of the Executive Summary is to give an overview of the most important issues and opportunities identified by the consulting team during the Study. The reader is highly encouraged to read the document in its entirety to gain an understanding of the recommendations presented within the Report. Reading only the Executive Summary does not provide ample information in which to base decisions or to judge the recommendations made within this Report.

McGrath Consulting, Inc., was commissioned by Dodge County to conduct a comprehensive Compensation and Benefits Study. The Consultants utilized the following steps to make compensation and benefit recommendations:

- ✓ Discussions with County Administration, Department Directors, Human Resource Committee, and Finance Committee. These were conducted on multiple occasions from the start of the project to its conclusion.
- ✓ External market data was solicited for 31 public sector organizations, 15 private sector organizations, and multiple recruitment websites.
- ✓ Analysis of the County's demographics which included:
 - Turnover – County and Clearview
 - Average age of County employees
 - Average tenure of County employees
 - Number of public sector jobs available within 1 hour driving distance of the County, and a minimum population of 20,000
- ✓ Analysis of the County's current compensation system
 - Compression analysis for all positions (salary plus overtime)
 - Overtime practices within the County
- ✓ Employee survey – 468 employees participated, and included feedback on the following:
 - Current compensation system (step/range model)
 - The County's merit system
 - The County's benefits
 - Health / HSA

- Dental
 - Vacation
 - Sick Leave
 - Holidays
 - PTO
 - Misc. benefits
- ✓ Discussions with County Administration, Human Resources Committee, and Finance Committee on overall compensation philosophy.

Based on all the data collected, the following recommendations have been developed. These have been placed in priority order and provided to the Human Resources Department for consideration.

Compensation Recommendations

The current Salary Schedule has maintained relatively well with the external market, although analysis of the external data shows that some adjustments in positions and the Schedule are required.

Based on the information from the employee and regional demographics, and the current and pending turnover, the Consultant's highly recommend a compensation philosophy, where Step 5 represents the 52nd percentile, thus, affording the County a slight competitive edge. With that said, the recommended Salary Schedule remains at the average market rate – or 50th percentile, until such time as the County and State understand the financial impacts of COVID-19.

- **Performance Based Compensation:** A number of steps have been recommended to guide the County toward continuing performance-based compensation in 2022 or 2023 (depending upon the economy). These include:
 - Defining the link between performance and a compensation increase; establishing performance expectations.
 - Updating all job descriptions to define position responsibilities and performance expectations.
 - Reviewing and updating the current performance evaluation process and forms.
 - Developing a mechanism for program oversight by human resources.

- Developing or outsourcing performance management training for all managers.
 - Developing or outsourcing performance management training of all employees.
 - Running a trial program of the merit system prior to attaching dollars to establish level of trust and success of the program.
- **Step/Range Compensation System:** A 6-Step System with a Range to the maximum has been developed with 2.5% steps and Step 5 representing the average market rate. All positions have been placed onto the Schedule after analysis of a point factor system, alignment with the external market, and discussions with County Administration and Department Directors. Due to the multiple factors involved in placement, any additional considerations for changes will be the responsibility of the Consultants utilizing the same consistent methodology.
 - **Compensation Exchange Program:** The Consultants developed a conceptual program in which employees can exchange a portion or all of their salary increase to purchase time off, compensation to pay student loans, investment in a retirement fund, or a professional development opportunity.
 - **Bilingual Pay:** The County was provided a sample policy and compensation recommendation for employees who can provide translation and interpretation services for the County.
 - **Special Assignment Pay – Sheriff:** With the assistance of Sheriff’s Administration, areas have been identified for employees to receive additional compensation for assuming specific responsibilities within Jail and Dispatch.
 - **Lead Diesel Mechanic Assignment Pay:** A lead position has been established; thus, the \$2.00 per hour assignment pay for assuming this duty is to be eliminated.
 - **Shift Differentials:** Evaluate the effectiveness of providing a shift differential. If maintained, evaluate the amount of the shift differential. The current amount does not provide an effective incentive.
 - **Overtime:** The County is recommended to adjust to overtime after 40 hours worked. Clearview should also evaluate their shift schedule, daily overtime, and shift differential to determine most effective incentives that are not compounded.
 - **On-Call & Call in Pay:** The County currently has eight (8) different programs. Evaluate the ability to eliminate and/or consolidate these programs.
 - **Longevity Pay:** There is a recommendation to eliminate longevity pay for new employees or those with less than 5 years of service who have not yet received the payment.

- **Compensation Approval:** There is a need to move quickly during salary negotiations between the County and the new hire. The Consultants strongly recommend that placement on the Salary Schedule, reclassifications of positions to different pay grades, title changes, promotions/demotions are in the control of the County Administrator, Human Resources Director and Department Director when within the approved budget parameters. Approval by a committee would occur when additions to the budget are required.

Benefit Recommendations

The County, as part of this Study, requested an analysis of their benefits. Health insurance and time off programs were reviewed. The following is a summary of the recommendations.

- **Health Insurance:** The current program is competitive with other public sector organizations; however, does not place the County higher, or more competitive with the comparable organizations. Considering adjusted gross salary (gross salary minus employee contributions), the County's market placement remains the same among its major competitors. Therefore, no changes to the insurance or HSA contributions is recommended which would result in lowering the County's position in the market. [Note: increases in health care costs may make this a difficult recommendation.]
- **Sick and Holiday Schedules:** No changes are recommended to these programs.
- **Vacation:** The current vacation schedule, when compared to the external market falls short. Employees earn a level of vacation at a slower pace than its comparables. An updated vacation schedule has been provided for County consideration.
- **Paid-Time Off (PTO):** The Consultants highly recommend moving away from separate vacation and sick leave accounts to a Paid Time Off program. The County attempted this discussion previously; thus, the Consultants have provided elements of a draft PTO program – without loss of benefits, for consideration. There may be a perceived 'loss' of earning sick leave; however, PTO allows the employee more flexibility in its use of paid time than the County's current sick time policy. Recommendations have been provided for a short-term disability, extended leave bank, or a combination of these for prolonged FMLA type situations.
- **Post-Employment Health Plan (PEHP):** The Consultants applaud the County for offering such a program. Not only is it a benefit for employees but also provides a cost savings for both the County and the employee. It is recommended this continue.

Miscellaneous Recommendations

Often during a comprehensive compensation study, other items come to the attention of the Consultants. The following items are identified for future County discussions:

- **Consolidation** of the Physical Facilities and Clearview Facilities operations under one director. This will provide better allocation of resources to both Clearview and the County.
- **Risk Management** in today's legalistic society is best left to a professional skilled in the area of workers compensation and insurance liability. Therefore, these duties should be eliminated from the County Administrator and placed in a position within the County or to a third-party administrator.
- **Employee Handbook** was redeveloped shortly after Act-10 and contains residual contract provisions. An impartial review and update of the Handbook is highly recommended to eliminate exceptions and focus on the County as a single entity.
- **HR Audit** should be conducted to evaluate the responsibilities of the Human Resource Committee and/or the Human Resources Department in order to identify and minimize legal and liability concerns.

These recommendations provide a roadmap for the Human Resources Department to continue to provide best practices for the County, while mitigating legal consequences. Further, the outcomes of the Compensation Study provide an updated Salary Schedule, that if maintained, should serve the County for several more years. Implementation of the compensation plan while considering the financial implications of the pandemic will be challenging, but as the economic crystal ball becomes clearer, the County is set to be a competitive employer.

Introduction

McGrath Human Resources Group, Inc., an organization that specializes in public sector consulting, was commissioned by Dodge County to conduct a comprehensive Compensation and Benefits Study. The County requested an evaluation of the County's non-union positions to update the current System.

The purpose of this Study is to:

- ✓ Guide the County in confirming or developing the County's compensation philosophy.
- ✓ Obtain and establish compensation and benefits within the external market through a salary and benefit survey of comparable entities.
- ✓ Obtain information on each job title for a job audit to establish internal equity among positions within the County.
- ✓ Complete a compression analysis and, if found to be a problem, develop strategies to address compression during the design and implementation of the new system.
- ✓ Update classification descriptions/requirements including developing career ladders as appropriate.
- ✓ Integrate the data from the external market, internal market, and job audit to a tailored classification and compensation system.
- ✓ Provide a plan for on-going maintenance of the system, in accordance with all applicable compensation practices by the County including a projection of the ongoing budget commitments necessary to provide a sustainable and consistent compensation system.
- ✓ Review and recommend compensation policy and procedure changes that will assure consistent implementation and application of the compensation system.
- ✓ Recommend benefit changes to be competitive with the external market and support recruitment and retention efforts.
- ✓ Provide training for systems maintenance recommendations.
- ✓ Update or rewrite position descriptions (future project).
- ✓ Analyze positions against the Fair Labor Standards Act and Wisconsin Wage and Hour regulations to confirm or update appropriate exemption status as necessary (future project).

The Consultants would like to extend appreciation to the County Administrator, Human Resources Director, Assistant Human Resources Director, Department Heads, and employees for their time, cooperation, and sharing of information and perceptions with McGrath Human Resources Group.

Methodology

Data Collection

The project involved several steps: collection of data, interviews, and data analysis. The first step of this Study involved the gathering of data that pertains to current compensation practices within Dodge County. The Consultants received information relating to current salaries, specific policies, collected market data, and current job descriptions.

Interviews were conducted with the County Administrator, Human Resources Director, Assistant Human Resources Director, Department Heads/designee, and other management personnel within each Department. The purpose of these meetings was to first, gain an understanding of the County's current compensation practices and philosophy; second, to solicit ideas and input from these stakeholders for future compensation methodologies and practices; and finally, to determine if there were any positions within the County that were difficult to recruit, retain, or were otherwise unique in the position's responsibilities.

Employees were then asked to complete a Position Questionnaire (PQ) which provided extensive information about the positions. The Consultants utilized the Position Questionnaires completed by the employees, which had been reviewed by supervisory employees, to gain a better understanding of the job responsibilities, skills, and various competencies of the position.

It was the intent of the Consultants to also engage employees in this Study, not only with the PQ process described above, but also with group meetings. As a result of the COVID-19 Pandemic, group meetings were not utilized, but instead, a voluntary survey was developed and sent out to all employees. Employees could complete this survey from a link sent directly to their work email. Workplace posters were also distributed throughout the County workplaces with the survey link information and a scannable QR code if email was not available. The Consultants were pleased that 468 employees responded to the survey from April 2nd – 17th.

Finally, the Consultants provided County Administration, the Human Resources Committee, and the Finance Committee with a summary of market findings (municipal and private). The Consultant's provided their recommendation of having Dodge County's placement in the market targeted between 50%-52%.

Upon completion of the draft Compensation Schedule, the Consultants met with Administration to review the recommendations. The Consultants then met with each Department Head to review the recommended Compensation Schedule prior to finalization. Any recommendations by the Directors were reviewed by the Consultants and taken into consideration in both its relation to the points assigned to the position, the external market data, as well as the impact to internal equity within the entire Compensation System. The Consultants also met with the Human Resources Committee and Finance Committee to provide a summary of the recommended Salary Schedule structure, cost estimates, conceptual enhancements, a summary of the employee survey feedback, and a summary of major benefit recommendations before finalizing all recommendations.

Labor Market

In order to gain information from the external market, through interviews with the Department Heads and County Administration, a list of comparable organizations was established. Salary data for specific positions was solicited from the comparable organizations. All but four (4) public sector comparables responded. Position information collected from private organizations included health care positions similar to Clearview and HHS, administration (such as HR, IT, Finance), clerical and support positions, as well as equipment operators/mechanics. The following comparable organizations were contacted:

Table 1: Comparable Organizations

ORGANIZATION	FOCUS
Adams County	All positions
Calumet County	All positions
Columbia County	All positions
Dane County	All positions

ORGANIZATION	FOCUS
Eau Claire County	All positions
Fond du Lac County	All positions
Green Lake County	All positions
Jefferson County	All positions
La Crosse County	All positions
Manitowoc County	All positions
Portage County	All positions
Rock County	All positions
Sauk County	All positions
Sheboygan County	All positions
St. Croix County	All positions
Walworth County	All positions
Washington County	All positions
Waukesha County	All positions
Waupaca County	All positions
Wood County	All positions
City of Beaver Dam	All positions
City of Watertown	All positions
American Family Center (UW System)	Clearview
Brown County	HHS and Clearview
Kenosha County	Corrections and Corp Counsel
Milwaukee County	Medical Examiner
Outagamie County	Clearview
Waupun Correctional Institution	Corrections
Waushara County	Medical Examiner
Winnebago County	HHS and Clearview
PRIVATE SECTOR	
Alden Estates of Jefferson	
Beaver Dam Hospital	
Hillside Manor	
Lutheran Social Services	
Marquardt Memorial Manor	
Shorehaven	
Stoughton Hospital (geriatric care only)	
Watertown Hospital	
John Deere	
Mayville Engineering	
Michaels Corp.	
Quad Graphics	
Seneca Foods	
Signicast Corp.	
Walmart Distribution	

Market Data Solicited

The market survey gathered the following information: 2020 Minimum, Midpoint, and Maximum salary for the positions as well as the average salary of the incumbents. Upon examination, salaries were eliminated if statistically too high or too low as to not skew the average (typically within one-two standard deviations). Then, a new percentile amount was calculated with the remaining salaries. There was a great deal of time spent in the data analysis to ensure that each position was examined based on the data available and how the responsibilities of each position align within the County. Finally, in addition to compensation data, the Consultants solicited data for employer-provided benefits.

Market Analysis

It is standard compensation practice to establish a range around the Minimum or Market Rate to determine if employee compensation is in line with the comparable market. Employees can mistakenly assume that if the average Market Rate is \$25,000, then their salary should align to the Market Rate, not realizing many factors attribute to being above or below a Market Rate. Compensation practices look at a range around the average Market Rate where an employee should be by the time the employee is fully functioning within his/her position. Traditionally, organizations establish a 5%-10% range around the Market Rate. Thus, if an employee is making between 40%-60% of the Market Rate, the employee is considered fairly compensated. In order to analyze the salaries, a Comp Ratio is used. This is a ratio of the County's salary in relation to the external market data. A 50% Comp Ratio would mean that it is in line with the external Market. Again, the 10% range is utilized. Thus, if a Ratio is within 40%-60% the salary is within an acceptable range.

Minimum Salary Comparison

The analysis of the Minimum Salary Range gives the initial indication if starting salaries are within an acceptable Market Range. When building a salary schedule, consultation of this information will ensure the County's Minimums are within an acceptable range to the average

Market Minimum; however, this analysis is only the beginning in the development of a Compensation Schedule.

Approximately 11% of the benchmarked job titles are below the average Market Minimums. There are an additional 11% of the positions that are in the lower 40% Comp Ratio that is still within the acceptable range; however, are at risk of falling below the market in the near future. Overall, 78% of the positions are within the acceptable average Market Minimum. Thus, the Salary Schedule Minimums have been consistently maintained with the external Market, but this is likely because the County eliminated the two (2) lowest steps on the Salary Schedule in the last couple years. As a result, it would appear the majority of the County’s minimum hiring salaries are adequate. The Figure below provides a summary of findings.

Figure 1: Minimum Analysis Summary

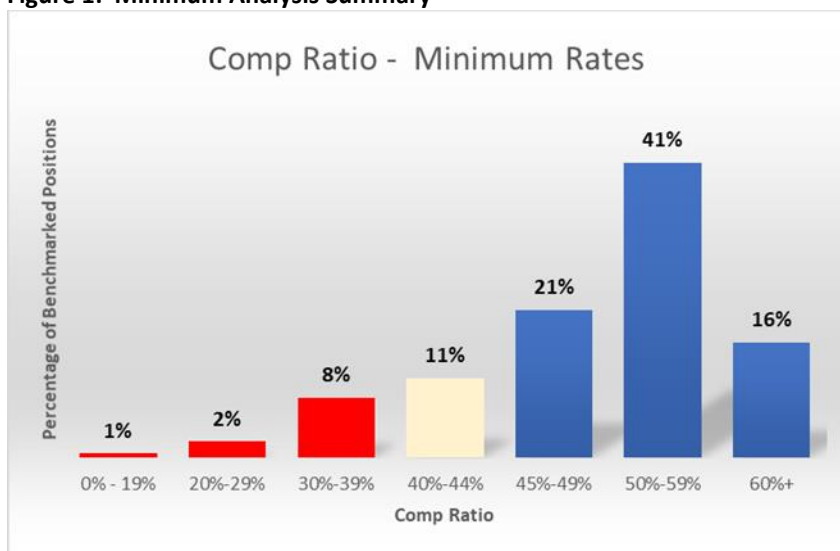


Table 2: Minimum Analysis Summary

COMP RATIO	NUMBER OF POSITIONS	PERCENTAGE OF POSITIONS
0% - 19%	1	1%
20%-29%	4	2%
30%-39%	15	8%
40%-44%	20	11%
45%-49%	37	21%
50%-59%	74	41%
60%+	29	16%

Step 4 Salary Comparison

Based on the average Minimum Rate findings, and with consideration the County eliminated a portion of the Salary Schedule to be more competitive, the Consultants wanted to know if Step 4 was aligned with the average Market (Step 4 was the Midpoint prior to the Salary Schedule change). Therefore, an analysis between the County’s Step 4 and the average Market incumbent was conducted. Approximately 27% of the benchmarked job titles are below the average Market Midpoint Rates. There are an additional 22% of the positions that are in the lower 40% Comp Ratio that is within the acceptable range; however, are at risk of falling below the market in the near future. Overall, 51% of the positions are within the acceptable average Market Midpoint. This may be an indication that although the County adjusted the Minimum Wages, by Step 4, the Salary Ranges are not keeping up with the external market. The following is a summary of findings:

Figure 2: Step 4 Analysis Summary

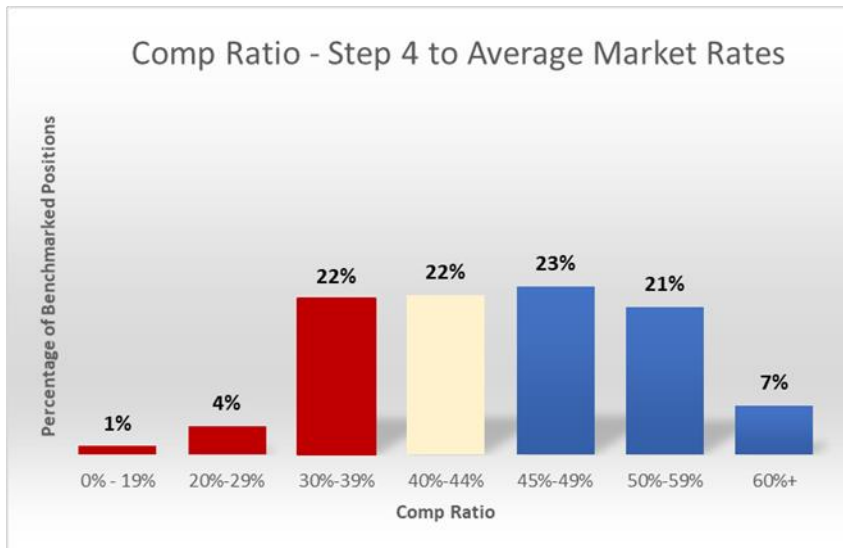


Table 3: Step 4 Analysis Summary

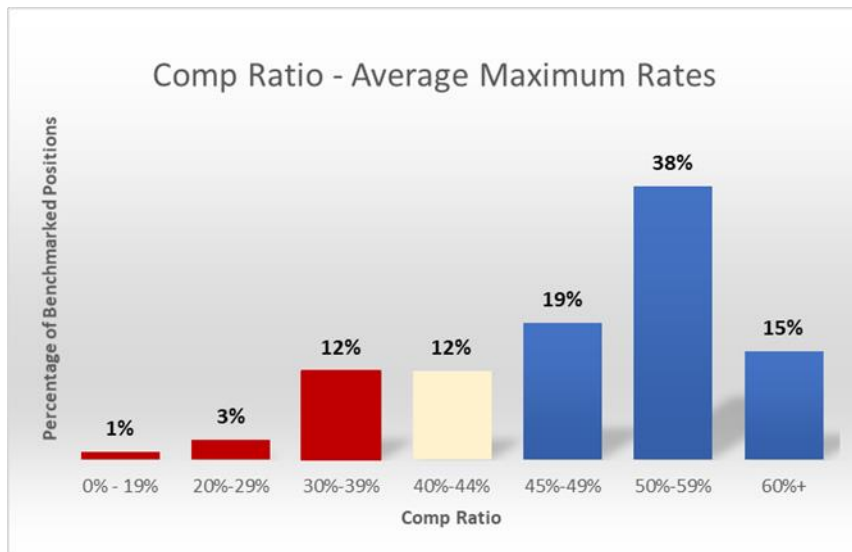
COMP RATIO	NUMBER OF POSITIONS	PERCENTAGE OF POSITIONS
0% - 19%	2	1%
20%-29%	7	4%
30%-39%	38	22%
40%-44%	39	22%
45%-49%	41	23%
50%-59%	36	21%
60%+	12	7%

Maximum Salary Analysis

The Consultants then compared the County's Salary Range Maximum to the average Market Maximum. However, due to various types of salary range construction, one must always consider this may not be an exact comparison.

The County's salary range maximum is at or above the Market Maximum for 53% of positions, and an additional 19% of positions are still within an acceptable distance from the average. This leaves 28% of positions with Maximum Rates that are under the Market Average. This is an indication that many of the Salary Ranges are sufficient, but each Salary Range needs a reestablished market average to ensure competitive wages throughout each Range. The Figure below provides a summary of findings.

Figure 3: Maximum Analysis Summary



Average Market Salary Analysis

The next step is to compare the current incumbent's salaries to the average Market Rate to assess how competitive incumbent wages are within the market. For this purpose, positions where there is more than one (1) incumbent, an *average* of the current employees is utilized. Overall, 21% of the positions are below the average Market Rate. There are another 15% of positions that are in the lower 40% Comp Ratio that is within the acceptable range; however,

are at risk of falling below the market in the near future. In total, 64% of the positions within the County are at or above the average Market Rate. In summary, the County has fared well when employee salaries are compared to the average Market Rate of employee salaries, although one needs to consider tenure of employees as well as recent changes to the Salary Schedule. The Figure below provides a summary of findings.

Figure 4: Market Analysis Summary

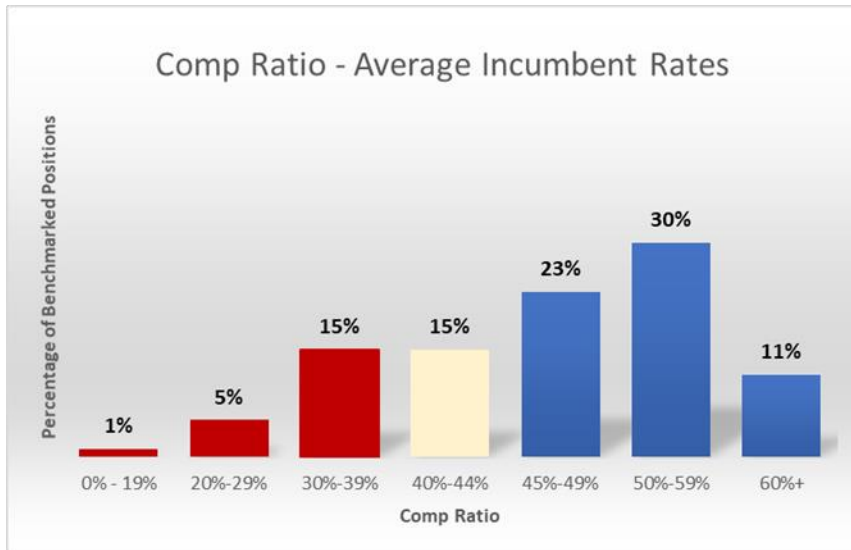


Table 4: Incumbent Rate Analysis Summary

COMP RATIO	NUMBER OF POSITIONS	PERCENTAGE OF POSITIONS
0% - 19%	2	1%
20%-29%	9	5%
30%-39%	26	15%
40%-44%	26	15%
45%-49%	40	23%
50%-59%	52	30%
60%+	20	11%

Current Compensation System

The general employee schedule is currently made up of 18 Pay Grades. Each Pay Grade has four (4) steps followed by an Open Merit Range, with Step 4 identified as the Control Point, or Market. Each Step is labeled 2.5%. The difference between Pay Grades range from 6%-18%.

The spread between Minimum and Maximum is 30%, which is a small Salary Range. Conventional Salary Ranges can have a Minimum to Maximum Salary Range between 35% – 50%. Once an employee is at Step 4, increases provided in the Open Merit Range are based on the employees rating on their annual performance evaluation. These increases provide up to an additional 2% for top performance scores.

Compression

Compression is when salaries of job classifications of a higher rank or authority are paid less than positions of a lower rank or authority. There are several reasons this may occur.

Compression Due to Schedule Structure

Given the County has over 250 Job Classifications, the limited number of Pay Grades within the System has caused the current Schedule to be compressed; thus, there is insufficient space needed between positions in the various Pay Grades. Additionally, when analyzing positions in relation to their degrees of complexity and judgement (for example), these are placed in the same pay range with positions that have less job competencies. There is not enough distance between positions to allow for market adjustments in specific areas of the Salary Schedule without impacting positions that do not need adjustment. This results in certain positions not aligning closely with the Market. The recommended Salary Schedule will have an increased number of pay grades to allow for additional proper distance between varying positions to alleviate this type of compression.

Compression Due to Overtime

Compression due to salary plus overtime of lower ranks exceeding the higher command ranks most commonly occurs in public safety departments and public works departments. When this occurs, it stifles an individual's willingness to promote as it often results in a reduction in pay. Due to this issue, the Consultants asked for salary information (base, overtime, and special pays) for a 12-month period for all job classifications.

The County did its best to develop a report that looked at a calendar year of base salary and overtime; however, the payroll system was unable to provide this data in a format that can be analyzed per job title, so a true analysis of compression between ranks was not conducted. However, what was discovered is the amount of overtime simply being paid out. The results are available in the following Table.

Table 5: 2019 Overtime Summary

DEPARTMENT	HIGHEST OVERTIME AMOUNT PAID TO AN EMPLOYEE	TOTAL ANNUAL DEPARTMENT OVERTIME (2019)
Clearview	\$73,651.31	\$1,666,123.38
General Government	\$12,976.14	\$404,705.49
Highway	\$11,559.43	\$391,990.56

Overtime beyond \$5,000 is hard to accommodate within any Salary Schedule. With that said, there are factors in each Department that will drive overtime, especially in public safety, corrections, and highway, because the County has no control over critical incidents or weather events and must maintain minimum staffing levels in the Jail. However, overtime that is due to policies and practices within a Department, such as what is occurring at Clearview, can and should be contained as it is highly unusual and problematic to find an individual employee earning as much as \$73,000 in overtime in a single calendar year.

Pay provisions occurring throughout the County include:

1. Overtime for hours worked in excess of 8 hours per day and 40 per week. Whereas the Fair Labor Standards Act (FLSA) requires overtime for hours worked in excess of 40 hours in a defined work week (for non-sworn personnel).
2. Time worked includes the use of sick and vacation time, although this could not be confirmed in the Personnel Policies. Whereas the FLSA requires overtime be paid only based on hours worked – excluding paid hours used for vacation and/or sick time.

These pay provisions exceed what is legally required under the Fair Labor Standards Act and may be contributing to the amount of overtime paid, as these policies apply to part-time and full-time alike. Although the County needs to balance being able to fill shifts in areas where

there is a high occupational turnover, it may be more beneficial for the County to reallocate these financial resources to enhance base wages to help attract and retain a quality workforce.

The County's Administration and Clearview's Administration is recommended to analyze the overtime coming from this Department to determine the root cause and options to reduce where possible. The recommended Salary Schedule will include additional distance between ranks, where feasible to assist with overtime compression where possible.

Union Schedule Compression

What does not often occur within an organization is the evaluation of how various compensation sources interrelate to one another. When administration must negotiate with one group, the concentration is on that group, not necessarily on how the changes to their total compensation affects the compensation of others, including non-union personnel. This impact should not be ignored when determining the Salary Ranges of management personnel in these departments, as it results in insufficient distance between supervisor/ subordinate positions. This can also dissuade employees from seeking promotional opportunities if pay increases are minimal or non-existent. Overall, this was considered for management positions in the Sheriff's Department when developing the new Salary Schedule.

Employee Survey

The Consultants, as previously discussed, sent out a voluntary survey to employees regarding the current Compensation System and Benefits, and what employees viewed as important. In general, the following themes were identified:

- The combination step – range system appears to be working; however, there was significant dissatisfaction with the merit system. This ranged from:
 - Inconsistent performance evaluations given to employees.
 - Not conducted in a timely manner.
 - Little to no meaningful supervisor feedback on performance.
 - Dissatisfaction of the score – percentage increase.

- A struggle to have wages to attract and retain, but longer tenure employees feel nothing is provided for them.
- Supervisors not supportive of the merit system, not held accountable for performance evaluations, and use Administration as an excuse for the inability to rate employees 'as they should be'.
- There was significant concern reported over the following benefits:
 - Concern the County will continue to increase health insurance premiums; Health Savings Account (HSA) funding will decrease; lack of additional benefits such as vision, STD, dental.
 - Vacation schedule is viewed as no longer competitive. Unsure of a PTO program until a plan is detailed for discussion.

Organizational Behavior

During the Study, the Consultants encountered recurring themes throughout the project and in the employee survey, which are concerning for the organization's current ability to embrace changes to the current compensation system and benefits. Some of those themes are as follows:

- Continued dissatisfaction following the enactment of the 2011 Act 10, which occurred nine (9) years ago, in which the County has no statutory control over.
- Long term employees feel underappreciated.
- A feeling of "us" versus "them" between employees and Administration.
- No desire to change even with the acknowledgement that improvements are needed.
- Lack of knowledge or understanding of current policies, procedures, and benefits.

Calling attention to this challenge is intended to create awareness to help shift the focus away from what the County no longer has, to what competitive options the County is now able to provide. In order for this to occur, there needs to be a cultural shift to support and promote the County from all levels of the organization, including employees, management, and elected officials equally; and a commitment to move the County forward to support and promote its current opportunities. In other words, stop looking out the rear-view mirror and start focusing on what is out the windshield.

Other Factors

Turnover

Employee turnover refers to the number or percentage of employees who leave an organization and are replaced by new employees. Turnover often has a negative connotation, yet turnover is not always a negative event. For example, desirable turnover occurs when an employee whose performance falls below the organizations expectations is replaced by someone whose performance meets or exceeds expectations. With that said, high turnover rates can negatively affect an organization and its employees in many ways. With the constant need to hire and train new employees, it is easy to veer from the true mission and vision of the organization. By retaining employees, an organization can provide a higher caliber workforce.

No organization should expect a zero-turnover rate. The generally accepted industry standard for an organization is approximately 10% turnover each year. However, even a 10% turnover rate may not be a healthy percentage if the employees who are leaving are strong performers. Healthy turnover is described as employment separation from low performers, which then cultivates an engaged and high-performing workforce.

In addition, the Bureau of Labor Statistics (BLS) reports state and local government turnover rates (excluding education) at 20% nationwide for the year 2018, which has been constant over the last several years. In reviewing the County's turnover for the time period 2017-2019, the following Table summarizes the County's turnover per year. This includes all reasons for separation.

Table 6: Turnover Rates 2017-2019

YEAR	COUNTYWIDE TURNOVER RATE	NUMBER OF POSITIONS TURNED OVER COUNTYWIDE	CLEARVIEW ONLY TURNOVER RATE	NUMBER OF POSITIONS TURNED OVER AT CLEARVIEW
2017	16.11%	172 of 984	22.72%	71 of 316.5
2018	18.20%	172 of 946	21.90%	65 of 296.5
2019	23.74%	202 of 946	41.60%	125 of 302.5
2019 New Hire Turnover	16%	12 of 76 new hires	52%	60 of 116 new hires

The County's turnover is above the industry standard. More importantly, the County's turnover has an increasing trend from the previous year, with a spike in 2019. A closer look at what

occurred in 2019 shows the County not only experienced turnover, but new hire turnover, in which employees who were hired, also left within their first year of employment. Of the new hires in 2019, the general government lost 16% of their new hires in the first year, and Clearview experienced a 52% turnover, which is significant and very costly to the County both financially and for operational stability.

What cannot be clearly deciphered is the reason employees are leaving because not all employees will provide the most accurate reason for leaving. With that said, the County has trends in the feedback provided back to 2017 that was also identified in the employee survey. Employees most commonly identified these areas of concerns:

- Flexibility in hours
- Time off
- Pay
- Leadership
- Relationship with coworkers
- Health insurance and commuting also became recurring themes in 2019

Turnover Costs will typically calculate around 1.5 times the cost of the original position, (for non-public safety positions) so the County is recommended to continue exit interviews and monitor turnover metrics moving forward, including at Clearview, to analyze trends and be responsive to them.

Employee Demographics

In reviewing the County's employee demographics, the tenure of the organization ranges from new hire – 48 years. The overall tenure average of employees is 11.16 years. The current national average in the public sector is currently 6.8 years (*Local Government-Bureau of Labor Statistics, September 2018*), showing the County is above average in overall tenure, which is very positive. However, in order to have a full picture of Dodge County, one needs to explore those demographics further. These findings are found in the following Figures.

Figure 5: Dodge County Demographics by Years of Service

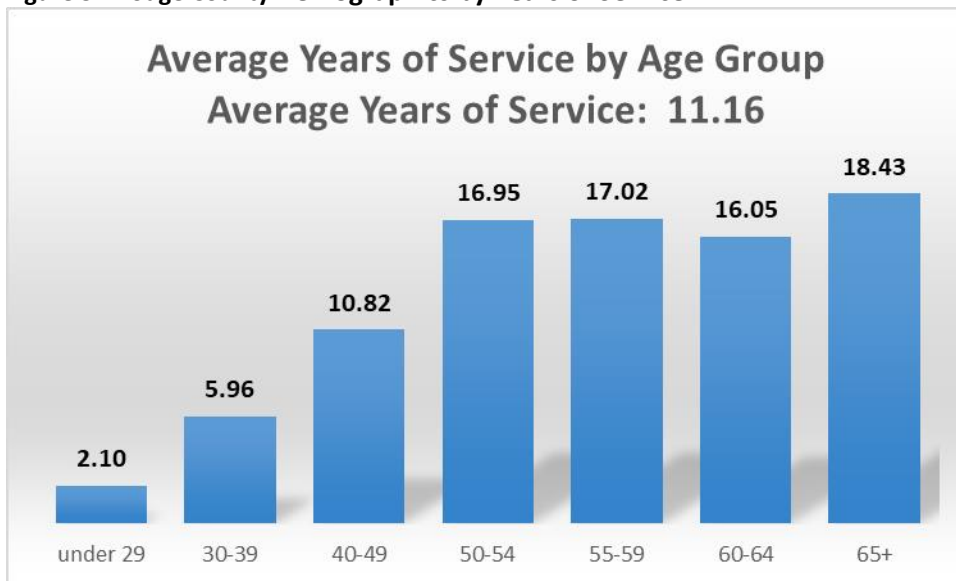
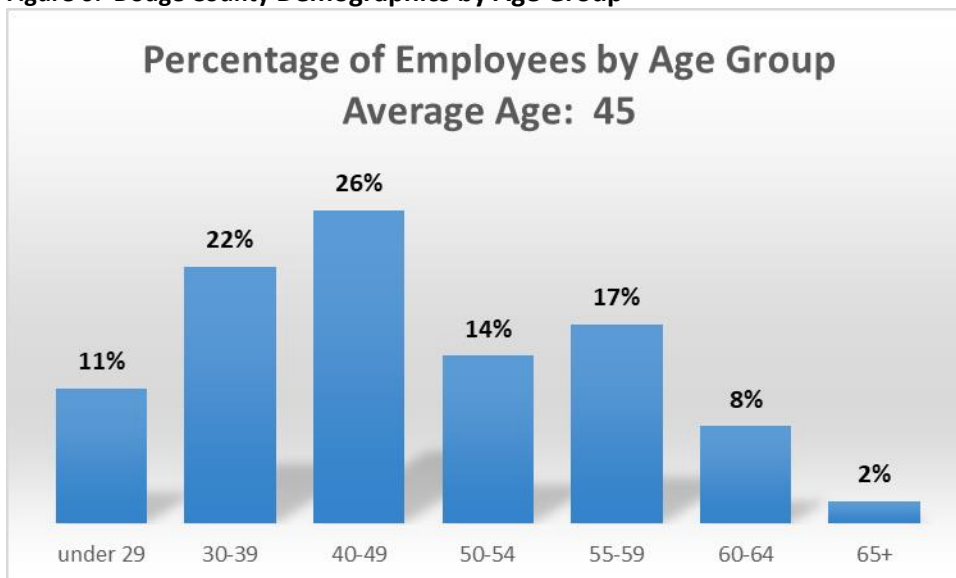


Figure 6: Dodge County Demographics by Age Group



The above Figures show those in age groups 50 and over have the longest tenure of the organization and represent 41% of all employees. When these employees leave the County, the average tenure of the organization is likely going to decrease, as their tenure is boosting the current average tenure. The Figures also show the organization has an even cross-section of ages across all generations, with 27% age eligible for retirement under the Wisconsin Retirement System, so the County should expect ongoing steady turnover simply due to

retirements over the next decade. A turnover 'spike' may be an indication of a decline in job satisfaction, or a wage/benefit issue, so this data should be monitored at least annually.

The County's demographics also illustrate that 33% of the workforce is under the age of 40, and this is likely the cross-section of employees who are seen as more mobile in today's workforce, focus heavily on work/life balance, consider non-compensatory benefits for the purposes of retention, and change jobs quickly because it results in earning higher wages as opposed to remaining with one organization for a longer period of time, which is notable as average tenure in these age groups ranges from 2.10-5.96 years of service.

The County is recommended to monitor its demographics periodically to properly respond to shifts within the organization as needed.

Geography

Dodge County is described as a rural county with a population of 90,000. However, Dodge County is only one (1) hour driving distance from major metro areas such as Madison and Milwaukee. The County is adjacent to large counties including Fond du Lac, Washington, Waukesha, and Dane; has several large scale private sector employers including John Deere and Quad Graphics in close proximity; and is home to multiple state correctional facilities; and multiple hospitals also in close proximity. As a result, the County is continuously challenged to compete for the same human capital as the private and other public sector entities, including state jobs located in Madison. This competition to recruit and retain a qualified workforce to provide the level of service currently offered by the County is a driver of compensation.

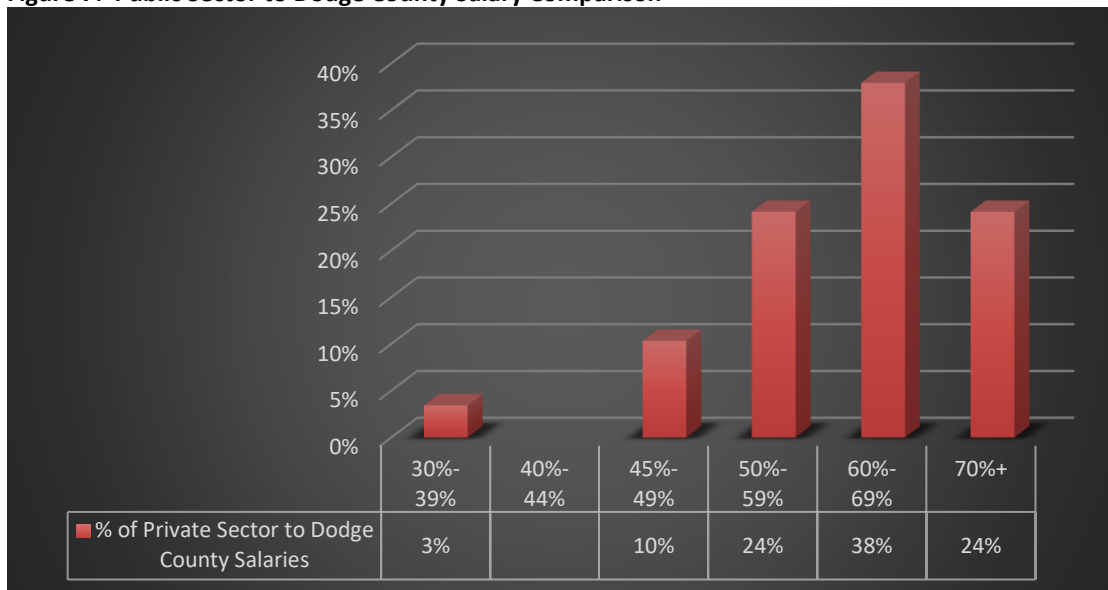
In order for the County to continue to provide its robust services to the community and its constituents at its current level of service, there will need to be a consideration to ensure the Salary Schedule is set to attract and retain not only the local employment market, but also individuals who are willing to commute from surrounding communities.

Private Sector Influence

A factor the County needs to consider is private sector competition. All County positions cannot be compared equally in the private sector since the variation of work activities and the purpose of the organization is strategically different; therefore, caution is recommended for comparison purposes. There are circumstances in which the private sector will pay higher wages to balance a lower level of benefits, or to accommodate the demand for labor with historical low unemployment rates; and vice versa. Therefore, the County should not disregard how similar positions are faring in the local market, when information is available.

The Consultant's evaluated 29 positions within Dodge County to the private sector. Sources included information gleaned from the private sector comparables listed at the beginning of the Report, as well as several recruitment websites. When comparing just starting salaries, 62% of these positions had starting salaries similar to the County. What is not able to be evaluated is the benefit packages of these private sector firms, hiring/retaining bonus, and other 'perks' provided in the private sector that are not allowed in the public sector.

Figure 7: Public Sector to Dodge County Salary Comparison



Prior to COVID-19, the 2019 local economic profile available from the State of Wisconsin DWD for Dodge County indicated the primary long-term challenge facing Wisconsin's economic

future is its workforce quantity. A slow growing workforce is constraining employers' abilities across industries to secure talent. Many businesses report the lack of available workers have hindered expansion and, in some cases, curtailed their ability to meet current product orders. Although it is plausible the current economic situation may provide a reprieve to help employers fill vacancies with qualified candidates, it is not known how long unemployment rates will remain elevated. Thus, the small applicant pool and the competitive salaries with a portion of the private sector are factors for consideration when developing a salary / benefit mix.

Recruitment Trends for Public Sector

According to human resources professionals across the United States, it is becoming progressively harder to hire qualified personnel. Looking at a tight labor market, recruitment, and retention of qualified personnel with the necessary skills for public service topped the list of workforce challenges (State and Local Government Workforce: 2017 Trends). Between 2013 and 2018, postings for government jobs have increased by 29% while applicant volume fell by 8%, resulting in a 37% gap (Neogov Job Seeker Report 2019). This is occurring in part because Baby Boomers are retiring at a rate of 10,000 per day across the United States, while organizations struggle to find the correct compensation and benefit mix to attract candidates.

Dodge County is no exception. The Table below is a summary of the County's recruitment, application numbers, and hiring outcomes for 2017-2019. This illustrates the County's strain from the applicant pool, noting the number of applications per open position is also moving in a downward trend.

Table 7: Summary of Employment Applications 2017-2019

YEAR	NUMBER OF REQUISITIONS	NUMBER HIRED*	ANNUAL APPLICATIONS RECEIVED	AVERAGE NUMBER OF APPLICATIONS PER HIRE
2017	109	198	3,288	16.61
2018	120	210	2,286	10.89
2019	149	265	2,821	10.65

*Totals Hires reported from Applicant Tracking System (ATS) plus Clearview hires, as this Department hires multiples from the same Requisitions and was not reported in the ATS

Volume of Government Jobs

In addition to a gap in applicants, Dodge County is also competing in the geographic region with a high number of competing public sector positions, due to its proximity to Madison and large counties. Madison is also home of the University of Wisconsin and is the State Capital. A consideration at one time was the effect of Dane County on applicants to the County. However, that did not become a quantifiable data point to use. Therefore, the Consultants evaluated the volume of public sector positions within an approximate one (1) hour drive from Dodge County.

The Consultants focused on contiguous counties and included permanent classified state positions housed in these counties, county government positions, and city government positions for cities with populations of 20,000 or greater. Any UW system, UW Health System, non-classified, elected, and temporary position was excluded. The estimated number of public sector positions in this geographic region was calculated at an estimation of 27,220 public sector positions. By adding non-contiguous counties that were also within an hour would have added a minimum of 16,297 public positions, totaling in excess of 43,500 public sector jobs. This, in addition to other private sector opportunities leaves Dodge County to simply be one of many options available to job seekers. As a result, Dodge County needs to ensure its compensation and benefit structure is competitive for qualified human capital, in this highly competitive region of the State.

Compensation Philosophy

A compensation philosophy is an organization's strategy of compensation for its employees. The goal of a compensation philosophy is to attract, retain, and motivate qualified people. A consistent philosophy sets the direction for determining the compensation package to offer employees.

The County is in business to provide services to the citizens, businesses, and visitors of the community. It does that through hiring qualified employees who lend their skills and talents to

various positions within the organization. Without those individuals, the County would cease to provide adequate health services, roads, parks, safety, recreation, and process the necessary functions to keep those systems in place. Employees expect a compensation system that pays a competitive wage for the skills, education, and responsibilities of the position. In order to be competitive for retention of existing personnel and have successful recruitment efforts to replace future turnover, the County needs to be competitive with targeted comparables.

The County values its quality services and sets high expectations of that service to its constituents. In order for Dodge County to maintain a competitive edge with recruitment and retention, it is recommended the County establish its compensation philosophy to be above average and recommends the average Market Rate within its Compensation System at 2.5% over the average Market. With that said, considering the current uncertain economic times, the recommended Salary Schedule will continue to represent the average market rate.

County's Compensation Model

The Consultants, with consultation with Administration, Human Resources Committee, and Finance Committee, and with consideration of employee feedback, determined to maintain a combination step/range model for Dodge County. The County would be best served to continue to offer set increases to ensure employees reach the average Market Rate in a reasonable timeframe, but also allow for salary ranges for sustainable retention and tenured personnel. In order for this type of compensation system to truly be successful, however, a fully functioning merit program needs to be developed by the County.

Performance Based Compensation

During the Study, the Consultants asked about the support for merit, and from a management level, most leaders were supportive, although concerns were brought forth that will need to be addressed by the County in order to have a successful program. Therefore, the County is recommended to ensure the following:

1. Determine the link between performance and pay increases in the form of a Performance Matrix. Specifically, what is the financial value of meeting expectations as compared to exceeding expectations, or needing improvement? What does the County want to reward?
2. Update job descriptions so there is an accurate depiction of the work employees will be evaluated on.
3. Review the current performance evaluation process and forms for updating. Utilize Administration and Department Heads to provide input into the type of performance management system the County desires and would be most effective, such as a traditional evaluation, a 360 process, etc. This could be completed in-house, or this step can be outsourced to engage the management team. Key components to be included are as follows:
 - a. Supervisor responsibilities
 - b. Employee responsibilities
 - c. Identified performance standards
 - d. Ratings
 - e. Timeline/evaluation cycle
 - f. Administrative review process
4. During the development of the new system, develop a mechanism for program oversight by Human Resources to ensure completion and standards of documentation have been met.
5. Develop or outsource a performance management training program for all managers. The training should include the following:
 - a. Related employment laws
 - b. Documentation requirements
 - c. Understanding the evaluation process and the role of a supervisor
 - d. Roleplay
6. Develop a performance management training for all employees so they understand the new process and timelines.
7. Practice this new process prior to merit implementation so managers and employees experience a trial run, so there is a higher level of trust and success with the process.

As a result, the County may need to implement the merit component of the new Compensation System in a phased in manner.

Recommended Salary Schedule

The recommended Compensation System for all positions continues to be a Step/Range Salary Schedule (See Appendix A). There are 25 Pay Grades with 6 steps, each with a 2.5% adjustment between each step. Step 5 is identified as the average Market Rate (50th percentile). An additional performance range was added beyond Step 6 to better accommodate the broad range of wages currently paid at the County, to continue to allow performance based increases beyond the structured steps, and to help minimize situations where wages exceed the new Maximum Rates. Overall, the Salary Range from Minimum to Maximum is 35%.

Although the steps were developed with 2.5% adjustments, the performance range does not have a set percentage value for an increase. This allows flexibility for the County, as the wages at Step 6 and beyond are above the average Market, so the County does not need to provide the same level of acceleration as has been provided in the Steps. The County is recommended to establish the percentage of advancement through the performance range, if above Step 6, during the budget cycle each year. These increases can be set each year and may vary year to year based upon the County's financial position. Once the maximum allowable increase for the performance range has been set each year, individual increases for employees within the range will be dependent on the outcomes of their annual performance evaluation.

Compensation Exchange Program

During the project, it was evident that employees view their compensation and benefits individually and is very personal. What is important to a 20-year employee likely differs from a recent graduate new hire for example, yet the County currently has a very traditional one size fits all compensation model. The Consultants have developed a conceptual compensation model, in which the increases earned by individual employees may be exchanged for other meaningful opportunities on an annual basis, referred to as the Compensation Exchange Program.

The Compensation Exchange Program will allow employees, on an annual basis, to redirect a portion of their earned step/merit increase in lieu of direct compensation. This excludes all cost of living adjustments, which should still be included in the employee’s base wages to ensure salaries remain competitive. However, exchanging the step/merit component allows the employee flexibility by redirecting new compensation in a manner that may be more important to them than base wages.

The following are conceptual exchange opportunities for the County’s consideration:

1. Earned wages to buy additional personal time for use in the next 12 months. This is non-accruing. If an employee does not use it, it is paid out into the Deferred Compensation 457 plan or other qualified plan, such as the County’s PEHP plan or related option. This opportunity is available for employees who desire additional time off in lieu of additional salary.

Table 8: Compensation Exchange for Personal Time

AMOUNT OF EARNED WAGES	AMOUNT OF PERSONAL TIME PURCHASED
.5%	10 hours
1%	20 hours
1.5%	30 hours
2%	40 hours

2. Earned wages deposited into the employees 457 plan or other qualified retirement program provided by the County as an employer contribution, such as an Individual Roth Account (IRA). Deposits would occur based upon the frequency identified by the Finance Department, who handles all payroll deductions. This option is available for employees who desire to grow their retirement portfolio.
3. Earned wages paid directly from the County to student loan obligations. Payments would occur based upon the frequency identified by the Finance Department, who handles all payroll deductions. This is considered taxable income but is not included in the calculation of overtime. This option would be popular among new hires who may have financial obligations related to post-secondary education payments.
4. Earned wage to be paid for by the County for professional development dollars for the employee during the course of the next 12 months. This is non-accruing, and its use must be identified when elected by the employee.

Each year, when an employee receives their increase, any exchange opportunities will be listed for election by the employee. This opportunity is only good for the increase year and resets each year. This allows the employee to change elections on an annual basis, based upon their personal circumstances. Under this program, employees will still continue to advance through the Salary Schedule, so their step/merit increase will be based upon their previous wage prior to their selection.

The following illustrates how an employee would advance through the Salary Schedule under the Compensation Exchange Program (excluding cost of living adjustments).

Table 9: Compensation Exchange Program Illustration

2020 Current Rate (Grade G/Step 2)	\$20.89
2021 Earned Step (Grade G/Step 3)	\$21.41
Election of 2% toward Student Loan	
	-\$.43
2021 Adjusted Hourly Rate	\$20.98
Annual contribution to Student Loan	\$894.40
OR	
Election of 20 hours of personal time (1%)	-\$.22
2021 Adjusted Hourly Rate	\$21.19
Extra time off	20 hours
Then in 2022	
2022 Earned Step (Grade G/Step 4)	\$21.95

*Note: The exchange program will cause employees on the step system to be 'off' step during the exchange year.

This program should be introduced to full-time personnel for the purposes of initial implementation to master the administrative processes prior to countywide implementation. The County may also decide to limit the available exchange opportunities during initial implementation, and the opportunities and percentages may be changed as necessary by the County.

Special Compensation Recommendations

Consolidation of Levels

In many of the positions, the County previously developed several levels to promote professional growth. However, when evaluating the differences between the levels, in many cases it was just a matter of tenure of the individual. Rather than creating a second level just for tenure, a number of the positions have been reduced. It is recommended the steps be utilized for professional accomplishments in the step system, as well as a performance award in the merit portion of the Salary Schedule.

The current job descriptions may be used to delineate the criteria for movement to the next level, whereas criteria will need to be established for some positions. The use of steps in this manner should not occur until the criteria has been determined and is documented in writing.

Bilingual Pay

Many organizations are struggling with a diverse population with the many languages that are present. In a service industry that relies on effective communication, the ability to provide information in the correct language adds to the depth of service to the community. As such, the Consultants recommend a bilingual stipend for employees who can provide translation services for the County. A sample policy has been provided to Human Resources for review and consideration. The recommendation is a stipend of \$150 per month, added to the base salary for the calendar year. The Department Head must request the continuation of the stipend on an annual basis. Further, the County may wish to limit the number of individuals, positions that are allowed the stipend, and the types of languages it will reimburse.

Special Assignments

The Consultants are recommending compensation for specific assignments within the Sheriff's Department for Jailers and Dispatchers. This will help facilitate professional development of line staff, especially in the long training period/ high turnover positions. This type of

compensation helps with retention and employee engagement. These assignments are to be identified by the Sheriff and confirmed by the Human Resources Director. This should be reviewed with the employee annually during the employee evaluation, mid-year as needed, and when an assignment ends or is changed. The corresponding value is also added/removed, so this is not base building. Assignments were identified during the Study and have been provided to Human Resources for review and consideration.

Lead Diesel Mechanic Assignment Pay

The Lead Diesel Mechanic was previously paid a special assignment pay in addition to base wages. This position has now been placed in a higher classification than the Diesel Mechanics, so the assignment pay is no longer needed, and should be discontinued upon implementation of the new Compensation System.

Shift Differential

The County has several shift differentials for specific positions which pays additional wages for working various shifts. Shift Differentials (excluding Clearview) are recommended to be eliminated, as \$.50-\$.75 is not impactful in terms of compensation but is impactful in terms of administrative burden in the payroll process. These added wages are no longer needed now that Salary Ranges have been set at a market competitive range.

The County is also recommended to revisit the shift differential for Clearview simultaneously with recommendations in overtime policy (later in Report) to consider daily overtime or shift differential, but not both.

On-Call and Call in Pay

The County has extensive on-call and call-in pay provisions. The County may still need on-call and call-back pay, etc. to compensate employees for work required outside normal business hours. However, the County's compensation should be simplified, as there are at least eight (8)

carve out provisions for specific personnel within call-in pay alone. The County is recommended to simplify the on-call and call-in compensation to be consistent across the organization, and used only for circumstances in which work or availability is required outside normal hours of operation, not as a means to increase compensation unnecessarily.

Longevity Pay

Longevity is a traditional and tenured benefit found in the public sector that has not proven to be effective toward promoting efficient and effective services. An estimated 60% of employees still receive some longevity payment, which simply provides acknowledgement of service to the County. The Consultants recommend the County stop Longevity pay for all new hires and employees who are in their first five (5) years of employment that have not yet received a longevity payment. Financial resources would be better served providing employees market compensation or enhancing benefits. For employees who receive longevity, these employees may be grandfathered under the longevity pay program under the current program until there is a separation from employment.

Overtime Recommendations

Currently the County calculates overtime (time and one-half) in excess of eight (8) hours per day. In addition, paid time off and holiday time is treated as hours worked. Under Federal Law, employers are only required to pay overtime for hours worked in excess of 40 hours in a workweek (a workweek is a defined 7-day consecutive time period). Special leaves are not considered hours worked under the Federal Law.

Because the County offers a much more generous calculation of overtime than is legally required, employees are earning overtime when not required by federal law. This is costing the County hundreds of thousands of dollars each year unnecessarily. These dollars can be used to improve base salary and other benefits.

The Consultants recommend the County amend their overtime policy to calculate overtime based upon the FLSA standard and exclude the various forms of time off from the definition of hours worked. Overtime should only be calculated after 40 hours worked, inclusive of shift differential, but excluding any premium overtime pay events (such as Stand By), as outlined in County Policy. The savings of this policy change alone will be better served supporting a compensation and benefit program that is competitive to the market, instead of funding a means to allow employees to find alternative venues to increase their gross income.

Clearview has both the eight (8) hour overtime policy and significant shift differentials. The County is recommended to determine which option provides more value to employees picking up added shifts and as a recruitment tool, but not both. In order to determine which will be more productive for scheduling, the County may also wish to assess their shifts/schedules. Currently the facility offers a variety of shifts, but it is not known by the Consultants if this type of scheduling model is most effective and efficient. Strategic schedules help reduce overtime and balance flexibility, while ensuring proper coverage. Schedule options such as self-scheduling can further reduce the need for some special pay provisions. It is recommended Clearview conduct a schedule analysis when analyzing what overtime policy or shift differential allowances will be most beneficial to the business model.

Position Placement

Placement onto the respective Salary Schedule is based upon several criteria:

- Point factor system
- Market analysis
- Compression analysis
- Internal equity

After considering all these elements, placement of some positions on the Salary Schedules have changed, with some positions now being placed in lower or higher pay grades than on the previous Schedule. This is not an indication that any given position has more or less value, or that a specific position is even to be compared with the other positions in that respective pay grade, so employees are advised not to compare themselves with other positions given the

complexity of the factors that are considered during placement of positions. Similarly, this is not a “reclassification” process, where a position is being evaluated on changes in responsibility, authority, or decision making that may place the position in a higher or lower pay grade etc. This process is a complete reset of the Compensation System. This is sometimes difficult for employees, because they look only at where their position is placed on the Schedule and compare themselves to positions that have been placed higher. When this occurs, employees begin to compare their perception of the value of positions within the organization, and do not know, or disregard, the factors the Consultants considered when placing all the positions onto the Schedule.

Employee Placement

For purposes of implementation, employees were placed to the Minimum of the Pay Range if under Step 1. If above Step 1, an employee was placed on a step closest to the current salary without a decrease in wages, regardless of tenure in the position. In most organizations, this type of placement proves problematic, as employees feel that with tenure in a position, they should be higher within the Salary Range. Although there is merit to this argument, placement on the Schedule by years in the position proves to be costly – something most municipalities cannot afford right away.

Position Considerations

During the Study, there was an opportunity to better align job titles and responsibilities. Numerous job titles were revised to either have consistency throughout the organization, or to become more current with the external market. These changes are reflected on the recommended Salary Schedules and have been identified for position description updates.

Elected Officials

It is understood by the Consultants that the salaries of elected official department heads are set by the County Board prior to taking out papers to run for election, and Wisconsin State Statute requires each County set the wages for all 4-years of the term. These wages may not be changed during term. The Consultants have identified the alignment of these positions to the recommended Salary Schedule for the County’s consideration when the County sets rates for the next term.

Table 10: Elected Official Salary Recommendations

POSITION	PAY GRADE EQUIVALENT FOR FUTURE SALARY
County Clerk	N
County Treasurer	N
Register of Deeds	N
Clerk of Courts	P
Sheriff	V

General Operational Guidelines

It is important for the County to have a standardized procedure to adjust the general Salary Schedule for consistency and for budgetary forecasting. It is the Consultant’s recommendation that on a set date each year (such as January 1st), the Salary Schedule be increased by the national Consumer Price Index – Urban (CPI -U) percentage or by or by the published CPI provided by the Wisconsin Employment Relations Commission (WERC).. For example, since budgeting is done at approximately the same time each year, the County should establish a specific month in which to capture the average of the previous twelve (12) months of the selected economic indicator for a recommended adjustment. The County will still maintain control if conditions and finances fluctuate in a specific year. It is recommended the adjustment to the Salary Schedule be done on a date other than salary increases, so employees understand there are two (2) separate adjustments per year.

It is prudent to increase the Schedule by the CPI-U or the WERC economic indicator. It is not wise to consistently increase the Schedule by less than an established indicator, because over

time, the Salary Schedule will fall behind the external Market, and the Schedule becomes obsolete, requiring more financial resources to put it back in line with the external Market.

Compensation Policy Recommendations

With the updated Salary Schedule, the County now has a competitive Compensation System for recruitment and retention purposes. A comprehensive summary of recommended compensation guidelines has been provided to Human Resources. In order to minimize employment claims, it is the recommendation of the Consultants to consistently utilize structured guidelines when determining compensation. Administration is recommended to follow these established guidelines and update the County's compensation policy updates accordingly.

Changes recommended to the policies provide the Human Resource Director, in collaboration of the department head, the ability to determine placement into the Salary Schedule for new hires. The Human Resource Director can place individuals between Steps 2 – 5 of the Salary Schedule. Placement higher than Step 5 requires the approval of the County Administrator.

Any changes in pay grades, title changes, or movement within the steps will be the responsibility of the Human Resource Director and County Administrator as long as the changes are within budget parameters. Any new positions, or changes that require a change in the budget, will continue to need approval of the Finance Committee and/or Human Resource Committee, as appropriate.

Market Updates

One of the main concerns in any Salary Schedule is the ability to keep it current. Often, an organization spends time and resources to review and reevaluate their Salary Schedule, resulting in providing employees or Pay Grades significant increases because either the positions or the Schedule is not in line with the external market. A Salary Schedule has a typical life span of three (3) to five (5) years, at which time market conditions typically necessitate a review. The County can strive to prolong the life of their Schedule if it continues to commit to

maintaining its competitiveness with the external market by ensuring market updates occur every three (3) to five (5) years. In addition, maintaining metrics should help indicate if an external market update is required even sooner.

Benefit Analysis

In addition to compensation, the County asked that a comparison of health insurance and paid time off benefits be completed. The following is a summary of these comparisons. It should be noted the recommendations contained in the Benefit Analysis will take time to evaluate with a benefits broker, and most cannot be quickly changed.

Health Insurance

Plan Design Overview

The County currently offers an HMO Low Deductible Health Plan (LDHP) and High Deductible Health Plan (HDHP) with an employer contribution to a Health Savings Account (HSA). The County also offers two (2) PPO programs with the same coverage level, for those employees who live outside the HMO provider service area. There is a premium differential for the PPO option, although the Consultants will not include the PPO plans in the analysis, as this is simply a mechanism to allow for the type of coverage based on geography. The health plans are summarized as follows:

Table 11: 2020 Health Plan Summary

	DEDUCTIBLE AMOUNTS	OUT OF POCKET MAXIMUMS	EMPLOYEE PREMIUM CONTRIBUTION	HEALTH SAVINGS ACCOUNT	EMPLOYEE PARTICIPATION
LDHP	\$500/\$1,000	\$7,150/\$14,300	24%-27%	NA	3%
HDHP	\$1,500/\$3,000	\$1,500/ \$3,000	12%	\$1,000/\$2,000	97%

Maximum employee risk was calculated based upon premiums and out of pocket maximums (offset by employer paid Health Savings Account contributions) for each Plan. Although the County offers multiple plan options to allow the employees the opportunity to select from the coverage that best matches their personal situation, 97% of employees who participate select the HDHP. Employees are financially better off enrolling in a HDHP to save on monthly

premium costs, which then shifts their financial responsibilities from that of monthly premium deductions, to an actual expense should they need to use the health plan while being a good consumer of health care. This summary is listed in the Tables below.

Table 12: 2020 Low Deductible Plan Overview

LDHP	EMPLOYEE PREMIUM CONTRIBUTION	EMPLOYEE MONTHLY PREMIUM	EMPLOYEE ANNUAL PREMIUM	DEDUCTIBLE	OUT OF POCKET MAXIMUMS	EMPLOYER PAID HSA CONTRIBUTIONS (CREDIT)	MAXIMUM ANNUAL RISK TO EMPLOYEE
SINGLE	24%	\$177.34	\$2,128.08	\$500.00	\$7,150.00	\$0.00	\$9,278.08
FAMILY	27%	\$485.02	\$5,820.24	\$1,000.00	\$14,300.00	\$0.00	\$20,120.24

Table 13: 2020 High Deductible Plan Overview

HDHP	EMPLOYEE PREMIUM CONTRIBUTION	EMPLOYEE MONTHLY PREMIUM	EMPLOYEE ANNUAL PREMIUM	DEDUCTIBLE	OUT OF POCKET MAXIMUMS	EMPLOYER PAID HSA CONTRIBUTIONS (CREDIT)	MAXIMUM ANNUAL RISK TO EMPLOYEE
SINGLE	12%	\$64.28	\$771.36	\$1,500.00	\$1,500.00	\$1,000.00	\$1,271.36
FAMILY	12%	\$160.70	\$1,928.40	\$3,000.00	\$3,000.00	\$2,000.00	\$2,928.40

The Consultants compared Dodge County’s health plan with the contiguous counties to Dodge for a more accurate reflection of insurance in this geographical region. The following are the results from those counties that provided benefit data, broken down into single and family coverage.

Table 14: 2020 Single Plan Comparable Overview

COMPARABLE*	EMPLOYEE PREMIUM CONTRIBUTION	EMPLOYEE MONTHLY PREMIUM	EMPLOYEE ANNUAL PREMIUM	DEDUCTIBLE	OUT OF POCKET MAXIMUMS	EMPLOYER PAID HSA CONTRIBUTIONS (CREDIT)	MAXIMUM ANNUAL RISK TO EMPLOYEE
Dane County - HMO	0%	\$0.00	\$0.00	\$100.00	\$250.00		\$250.00
Dane County - POS	3%	\$25.29	\$303.48	\$100.00	\$250.00		\$553.48
Jefferson - HDHP HMO	4%	\$21.44	\$257.28	\$1,500.00	\$1,500.00	\$1,000.00	\$757.28
Dodge – HDHP HMO	12%	\$64.28	\$771.36	\$1,500.00	\$1,500.00	\$1,000.00	\$1,271.36
Waukesha - HDHP	15%	\$88.26	\$1,059.12	\$1,900.00	\$3,050.00	\$1,125.00	\$2,984.12
Fond du Lac – with wellness credit	12%	\$93.61	\$1,123.32	\$1,000.00	\$1,975.00		\$3,098.32
Washington	10%	\$93.68	\$1,124.16	\$1,500.00	\$2,500.00		\$3,624.16
Fond du Lac - without wellness	18%	\$140.40	\$1,684.80	\$1,000.00	\$1,975.00		\$3,659.80
Jefferson - LD HMO	18%	\$134.48	\$1,613.76	\$500.00	\$7,150.00		\$8,763.76
Dodge – LD HMO	24%	\$177.34	\$2,128.08	\$500.00	\$7,150.00		\$9,278.08

*Green Lake and Columbia County declined to provide information.

Table 15: 2020 Family Plan Comparable Overview

COMPARABLE*	EMPLOYEE PREMIUM CONTRIBUTION	EMPLOYEE MONTHLY PREMIUM	EMPLOYEE ANNUAL PREMIUM	DEDUCTIBLE	OUT OF POCKET MAXIMUMS	EMPLOYER PAID HSA CONTRIBUTIONS (CREDIT)	MAXIMUM ANNUAL RISK TO EMPLOYEE
Dane County - HMO	0%	\$0.00	\$0.00	\$200.00	\$500.00		\$500.00
Dane County - POS	3%	\$59.43	\$713.16	\$200.00	\$500.00		\$1,213.16
Jefferson - HDHP HMO	4%	\$53.58	\$642.96	\$3,000.00	\$3,000.00	\$2,000.00	\$1,642.96
Dodge - HDHP HMO	12%	\$160.70	\$1,928.40	\$3,000.00	\$3,000.00	\$2,000.00	\$2,928.40
Waukesha - HDHP	15%	\$235.78	\$2,829.36	\$3,800.00	\$6,100.00	\$2,250.00	\$6,679.36
Washington	10%	\$233.44	\$2,801.28	\$4,000.00	\$4,000.00		\$6,801.28
Fond du Lac – with wellness credit	12%	\$245.67	\$2,948.04	\$2,000.00	\$3,950.00		\$6,898.04
Fond du Lac - without wellness	18%	\$368.50	\$4,422.00	\$2,000.00	\$3,950.00		\$8,372.00
Jefferson - LD HMO	21%	\$377.84	\$4,534.08	\$1,000.00	\$14,300.00		\$18,834.08
Dodge - LD HMO	27%	\$485.02	\$5,820.24	\$1,000.00	\$14,300.00		\$20,120.24

*Green Lake and Columbia County declined participation.

The above information indicates that Dodge County’s High Deductible Health Plan with the HSA component is among the top of the comparable market in terms of value to the employee, even though there are counties with lower premium percentages. Although Dane County provides the most enriched plan, it is very uncommon to find health plans with a low deductible or with no premium contribution, so Dane County’s plan is the exception, not the norm. The County’s Low Deductible Plan is among the lowest value for employees and should be reviewed with the County’s Insurance Broker for alternative option replacement. Overall, the County is recommended to maintain the High Deductible Health Plan with HSA contribution to help sustain their competitive placement in the market.

Enrollment Waiting Period

Currently the County allows for coverage effective the first of the month following 60 days. Nationally, many employers have reduced this to first of the month following 30 days to minimize the amount of time a new employee needs to purchase their own health insurance from the previous employer under the Consolidated Omnibus Budget Reconciliation Act (COBRA). If someone cannot afford to pay for their health premiums under COBRA, and allow their coverage to lapse, new employees are at risk of losing creditable coverage status with the length of waiting period currently mandated by the County, which means they may be at risk for preexisting conditions exclusions. A consideration by applicants when changing jobs is the

amount of time the applicant will have lapsed health coverage between employers. Offering coverage effective the first of the month following 30 days will place the County in a more competitive place with candidates and holds less risk for them. The County is recommended to discuss this option with their insurance broker to understand any fiscal impacts to premiums for making this change.

Part-Time Coverage

Part time Clearview employees are also offered health insurance coverage on a pro-rated basis. This is a reasonable opportunity because the County relies heavily on part-time personnel. However, the County allows the premium calculations to include overtime hours worked, which is not a widely used method. This allows part time employees to earn full-time benefits just from working overtime, which has been identified as a concern at Clearview. In other words, a part-time employee receives overtime for hours worked over eight (8) and as a result, receives the same benefits that a person who has to work 40 hours at regular time. As discussed earlier, it is recommended that overtime be calculated for hours worked over 40 in a defined work week. In addition, benefit calculations should be made on regularly scheduled hours – not inclusive of overtime. The County is recommended to revisit this policy.

Other Related Benefits

The County offers a Third-Party Wellness Program, Vision, Dental, and a Flexible Spending Account. These benefits were not reviewed for comparison as they do not traditionally hold the same impact on the salary/benefit mix as health and pension programs. The County is commended for offering these benefits and should continue to offer these voluntary programs.

Time Off Benefits

Sick Time

The County accumulates sick time at the equivalent rate of 1 day per month, or 12 days per year, to a maximum of 120 days. This is a standard accrual in the public sector, including among comparable organizations. The County provides an 80% payout value to a Post-

Employment Health Plan (PEHP) at time of retirement, and up to 60% payout for a standard termination. The County’s sick policy has specific carve outs for individual departments, as well as stipulations for the use of this sick time. These two (2) issues will be address again later in the Report.

Holiday

The County currently has ten (10) observed Holidays. Participating comparable organizations reported a range of holidays/personal days between 9 days – 11 days with one outlier reporting 14 days. The County is comparable with the average market regarding observed holidays.

Vacation

The County’s vacation schedule consists of twelve (12) levels of accrual that increase based upon years of service. Accruals range from the minimum of 10 days after the first six (6) months, up to a maximum accrual that results in 25 days of vacation after 23 years. The Consultants received overwhelming feedback on the concern that employees only have 10 days’ vacation through the completion of their 7th year of service. Similarly, once employees earn 15 days of vacation, they remain at that accrual for another 7 years, at which time the accruals incrementally increase each year until the 23rd year. This is viewed as too long to wait for vacation accrual adjustments at the lower end of the vacation schedule. The current vacation schedule is as follows:

Table 16: Current Vacation Schedule

After 1 year	10 days
After 7 years	15 days
After 14 years	16 days
After 15 years	17 days
After 16 years	18 days
After 17 years	19 days
After 18 years	20 days
After 19 years	21 days
After 20 years	22 days
After 21 years	23 days
After 22 years	24 days
After 23 years	25 days

Based on reporting municipalities, the County's vacation schedule at first glance would not appear to be misaligned with other organizations vacation schedule. However, there is a justifiable concern of the amount of time between accrual changes in the first 14 years of the vacation schedule, so a closer analysis was conducted. When looking at the County's vacation accrual benchmarks in comparison to the comparables, it was found that only one-third of the comparable organizations wait until the 7th year to make its first accrual adjustment, which is 15 days. By completion of 14 years of service, when Dodge County makes its next accrual adjustment to 16 days' vacation, all other comparables are earning between 18-25 days of vacation. Finally, Dodge County maxes out its vacation with 25 days after 23 years of service, whereas all comparables that offer 25 days or greater are earning this by 21 years or service. This would indicate the County's entire vacation schedule is behind in the market.

Paid Time Off

Time off has been an area identified in the employee survey and employee exit interviews as a concern; and considering work-life balance, flexibility, and paid time off topics are becoming more important to the total compensation package, this feedback is not surprising, so the County should explore adjusting its entire paid time program to shift away from traditional vacation/sick leave programs, to a more flexible program called Paid Time Off (PTO).

The County currently has vacation, sick, and bereavement programs, as well as other basic time off policies, in which there are various rules for the use of each type of leave category. Having the rules and variations may be confusing and frustrating for employees and managers, and it is highly likely a significant administrative burden to the administrative staff who setup and monitor the use of these forms of leave. Many organizations add stringent rules for the use of benefits to help the employees manage their personal situations, but that often makes programs more difficult to manage.

Paid Time Off (PTO) is a single bank of time off, which is then used for sick, vacation, and bereavement time, instead of having different banks of time for different purposes. Some organizations include holidays into this program, while others do not. Generally, PTO has a

larger overall rate than vacation, but less than vacation and sick time combined as a tradeoff for the increased flexibility provided under a PTO program, and there is an overall payout on the benefit. The benefit has administrative ease, simplification, and new flexibility for employees. Often times the biggest challenge is transitioning accumulated sick and vacation hours into a new program, but this can be done successfully. Organizations that have done this are satisfied with the end result, once the transition is complete. Although few of the County's comparable organizations identify PTO as a program they offer, the County should revisit the concept of PTO, as the County should expect continued turnover in the next decade simply from retirements and will be replacing positions with a generation of employees who prefer flexibility within their benefits.

In 2019, Dodge County Administration started the discussions of a PTO program, which involved engaging the Human Resources Committee conceptually to start developing the policy framework. However, this was not completed. The draft program was not fully developed nor was the draft transition of current sick/vacation balances developed, leaving unresolved questions about the program. From the employee survey, some employees are not supportive of the concept of PTO, although it is clear the support/no support is not based on factual information, but rather perceptions/opinions of the incomplete project. Although 62% of employees do not support this type of program, it is necessary for the County to consider these types of flexible changes to accommodate the benefit demands coming from a new workforce to be a competitive and flexible employer.

Typically, when an organization transitions to a PTO program, there is discussion of what to do with the current banks of time. It is customary for vacation to be rolled over into the PTO program so employees start with a balance of time. It is the recommendation of the Consultants to roll the available sick time into an Extended Leave Bank, in which employees may utilize this bank for major illness/accident events and FMLA qualifying events. This way, all sick time the employee has already accumulated is still available for significant events in their personal life. Because these hours have been earned and are vested, there will need to be a payout mechanism built into these banks so there is no loss to the employee as a result of the change in programs, but the banks simply do not need to accumulate new hours. Extended

Leave Banks would be a grandfathered provision for current employees with sick time, so new employees would not be eligible.

When considering a PTO program, the County should include competitive level vacation with some consideration of sick time and bereavement time. The County can exclude holidays, although the County should be careful when studying other PTO programs, because some do include holiday time. The following is illustrative of developing a PTO program for the County based on competitive vacation, while adding an average usage of sick and bereavement time.

Table 17: Proposed PTO Program

YEARS OF SERVICE	PROPOSED TRADITIONAL VACATION SCHEDULE	AVERAGE SICK TIME USED PER EMPLOYEE PER YEAR (ILLUSTRATIVE)	AVERAGE BEREAVEMENT USED PER EMPLOYEE (ILLUSTRATIVE)	TOTAL VACATION + SICK + BEREAVEMENT	RECOMMENDED ACCRUAL OF PTO HOURS*	RECOMMENDED NUMBER OF PTO DAYS
Hire - 5	80.00	61	2.00	143.00	144.00	18.00
6-10	120.00	61	2.00	183.00	184.00	23.00
11-15	160.00	61	2.00	223.00	224.00	28.00
16-20	200.00	61	2.00	263.00	264.00	33.00
21+	240.00	61	2.00	303.00	304.00	38.00

*May be adjusted for 37.5-hour work week and part-time

The County should also include the following into their PTO program:

- PTO accrual on a pay period basis, not an upfront program such as the current vacation program.
- PTO accrual should be calculated based on regular hours only, excluding all overtime and premium overtime.
- PTO should be available to new hires upon hire to immediately use after accrual, to be viewed as a more flexible employer.
- The program should allow for Human Resources to negotiate a PTO balance or higher accrual upon hire.
- The County should establish a maximum cap to allow for a 12-week absence, which covers the duration of a full Family Medical Leave (FMLA). This is typically between 480-500 hours.
- Annually, the County may introduce a buy-back option for employees with higher years of service to pay out a portion of PTO, up to 80 hours.
- PTO accrued should be paid out at 100% unless there are written parameters for no payout due to discharge for misconduct or failure to provide and work though a 2-week

notice period for resignation. Alternatively, the County may establish a vesting schedule, in which a higher level of payout occurs with higher years of service.

Disability

Currently the County has a voluntary Long-Term Disability (LTD) plan which will cover 60% of base wages following a 90 day or 180 day waiting period. Traditionally, in public sector, short term disability was viewed as sick time. With the recommended changes to the County paid time program, employees with low PTO balances may endure a financial gap between using their available paid time (inclusive of an extended leave bank) and waiting for the LTD to start. Therefore, the County should introduce a voluntary Short-Term Disability program which has a 7-14 day waiting period and will be used only until the LTD plan starts. This type of benefit is normally only elected by new hires or those with small banks of time until they can grow their balances to a comfortable level. Alternatively, if the County does not wish to offer this additional benefit, the County is recommended to allow employees the opportunity to allocate PTO hours to an Extended Leave Bank to help cover specific major illness/accident events and FMLA qualifying events. Providing for an Extended Leave Bank, as described above and a Short-Term Disability program will be appealing to both new hires and long-term employees, so the County should consider offering both options.

PTO versus Vacation

Currently the County has multiple program options between Vacation and PTO. They are summarized as follows:

- Discontinue the vacation benefit and move all employees to PTO as shown in Table 17, including offering voluntary Short-Term Disability and an Extended Leave Bank.
- Maintain the current vacation schedule in current form and offer PTO, to run two (2) simultaneous programs. The current vacation program will then be grandfathered, so this is no longer offered to new employees, and any current employee who wishes to move to PTO may do so, with an irrevocable election to PTO, meaning they may not regress back to vacation once PTO is elected. This option may be appealing as it gives employees time to understand how PTO works, see how successful the program is, and

how they will benefit from being on PTO. However, this option comes at an administrative cost, as there are two (2) plans to administer until attrition occurs. Because PTO is the preferred plan, no further changes to the vacation schedule should occur with this option, to encourage employees to move to the PTO plan.

- Do not offer PTO but maintain a vacation only schedule. If this is the option the County wishes to utilize, the County is recommended to adjust its vacation schedule to provide for higher accruals with less service than the current schedule. The alternative is as follows:

Table 18: Alternative Vacation Schedule

YEARS OF SERVICE	PROPOSED TRADITIONAL VACATION SCHEDULE*
Hire - 5	80.00
6-10	120.00
11-15	160.00
16-20	200.00
21+	240.00

*May be adjusted for 37.5-hour work week and part-time

Adjusting the vacation schedule as shown in Table 18 should only occur if PTO is not being considered.

Payout Provisions

Currently, the County’s payout provision, when eligible for a retirement annuity, is through a Post-Employment Health Plan (PEHP) in which the dollars may be used for post-employment insurance premiums. This enhanced payout process is a way to assist employees with their future health care needs since the main reason employees choose not to retire is because they financially are not able to or cannot afford to continue health care coverage. This program is tax free for both the employee and employer and is not considered income to the employee. The employee could also, as an alternative, use a deferred compensation 457(b) program, in which the payouts could be placed into a qualified tax deferred retirement plan for the employee. This last option may be restrictive since the IRS provides for annual contribution

limits on individual deferred compensation accounts, and large payouts may exceed annual IRS limits. Both payout options should be retained by the County.

Any other payouts currently occur as a cash payout, which has a tax consequence to both the employee and employer. The County could further enhance the payout process for non-retirements by considering a 401(a), which is a nondiscretionary employer driven tax-deferred option, at time of termination. This option allows the former employee to then take a distribution with the funds, maintain the account, or roll the account into other qualified plans they may have.

Appendix A: Recommended Salary Schedule

New Pay Grade	Recommended Title	Step 1	Step 2	Step 3	Step 4	Step 5 (M)	Step 6	Max
A		40.0%	42.5%	45.0%	47.5%	50.0%	52.5%	
		\$13.58	\$13.92	\$14.27	\$14.63	\$15.00	\$15.38	\$18.33
		\$28,246.40	\$28,953.60	\$29,681.60	\$30,430.40	\$31,200.00	\$31,990.40	\$38,126.40
	Food Service Worker							
	Housekeeper							
B								
		\$14.66	\$15.03	\$15.41	\$15.80	\$16.20	\$16.61	\$19.79
		\$30,492.80	\$31,262.40	\$32,052.80	\$32,864.00	\$33,696.00	\$34,548.80	\$41,163.20
	Household Assistant I							
	Household Assistant/Housekeeper							
	Custodian							
C								
		\$15.71	\$16.10	\$16.50	\$16.91	\$17.33	\$17.76	\$21.21
		\$32,676.80	\$33,488.00	\$34,320.00	\$35,172.80	\$36,046.40	\$36,940.80	\$44,116.80
	Activity Therapy Aide							
	Cook							
	Cosmetologist							
	Household Assistant II							
	Transportation Driver							
	Transcriptionist							
	Customer Service Specialist							
	Economic Support Aid							
	Customer Service Specialist							
	4-H Assistant							
D								
		\$16.63	\$17.05	\$17.48	\$17.92	\$18.37	\$18.83	\$22.45
		\$34,590.40	\$35,464.00	\$36,358.40	\$37,273.60	\$38,209.60	\$39,166.40	\$46,696.00
	Child Support Assistant							
	Head Cook							
	Program Assistant/Cook							
	Restorative Nursing Assistant							
	Senior Cook							
	Unit Clerk							
	Program Assistant							
	Clinical Intake Assistant							
	Medical Records Clerk							
	Public Health Aide							
E								
		\$17.98	\$18.43	\$18.89	\$19.36	\$19.84	\$20.34	\$24.27
		\$37,398.40	\$38,334.40	\$39,291.20	\$40,268.80	\$41,267.20	\$42,307.20	\$50,481.60
	Administrative Support Specialist							
	Fiscal Assistant							
	Lead Household Assistant							
	Deputy County Clerk							
	Caregiver Program Coordinator							
	Social Services Aide							

	Fiscal Assistant							
	Deputy Register of Deeds							
F								
		\$19.05	\$19.53	\$20.02	\$20.52	\$21.03	\$21.56	\$25.72
		\$39,624.00	\$40,622.40	\$41,641.60	\$42,681.60	\$43,742.40	\$44,844.80	\$53,497.60
	Financial Specialist							
	COTA							
	Scheduling Assistant							
	Medical Billing Specialist							
	Inventory Tech							
	Facility Maintenance Technician I							
	Financial Billing Specialist							
G								
		\$20.38	\$20.89	\$21.41	\$21.95	\$22.50	\$23.06	\$27.51
		\$42,390.40	\$43,451.20	\$44,532.80	\$45,656.00	\$46,800.00	\$47,964.80	\$57,220.80
	Human Resource Assistant							
	Chief Deputy - County Clerk							
	Sr Administrative Support Specialist							
	Economic Support Specialist I							
	Highway Laborer							
	Human Resource Assistant							
	Chief Deputy - Register of Deeds							
H								
		\$21.61	\$22.15	\$22.70	\$23.27	\$23.85	\$24.45	\$29.17
		\$44,948.80	\$46,072.00	\$47,216.00	\$48,401.60	\$49,608.00	\$50,856.00	\$60,673.60
	Child Support Specialist							
	Judicial Assistant							
	Health Records Coordinator							
	Payroll Coordinator							
	Facility Maintenance Technician II							
	Deputy Clerk of Courts							
	Accounting Technician							
	Corp Counsel Administrative Asst							
	Legal Assistant							
	Home and Financial Advisor							
	Economic Support Specialist II							
	Highway Maintenance Technician							
	Deputy Medical Examiner							
	Assistant Register in Probate							
	911 Communications Officer							
	Correctional Officer							
	Correctional Programs Specialist							
	Public Safety Administrative Specialist							
	Deputy Treasurer							
	Veterans Benefit Specialist							
I								
		\$23.12	\$23.70	\$24.29	\$24.90	\$25.52	\$26.16	\$31.21
		\$48,089.60	\$49,296.00	\$50,523.20	\$51,792.00	\$53,081.60	\$54,412.80	\$64,916.80
	LPN							
	Sr Legal Assistant							
	Transportation Program Coordinator							
	Economic Support Fraud Specialist							
	Audit/Contracts Specialist							

	Highway Operations Technician							
	Sign Shop Technician							
	UW Extension Liaison							
J								
		\$24.51	\$25.12	\$25.75	\$26.39	\$27.05	\$27.73	\$33.09
		\$50,980.80	\$52,249.60	\$53,560.00	\$54,891.20	\$56,264.00	\$57,678.40	\$68,827.20
	Child Support Specialist -Lead							
	Dietary Services - Lead							
	Legal Analyst							
	Sr Payroll Coordinator							
	Community Education Coordinator							
	Case Manager I							
	Economic Support Specialist - Lead							
	Diesel Mechanic							
	Engineering Technician							
	Highway Foreman							
	Welder/Fabricator							
	HR Benefits Specialist							
	IT Support Specialist							
	IT Trainer/Social Media Coordinator							
	Parks Foreman							
	Support Staff Supervisor							
	Facility Maintenance Technician - Lead							
	Corrections Corporal							
	Corrections Programs Corporal							
	Support Staff Supervisor							
K								
		\$25.73	\$26.37	\$27.03	\$27.71	\$28.40	\$29.11	\$34.74
		\$53,518.40	\$54,849.60	\$56,222.40	\$57,636.80	\$59,072.00	\$60,548.80	\$72,259.20
	Accountant							
	Admissions Coordinator							
	Environmental Services Supervisor							
	Rehabilitation Specialist							
	Social Services/Case Manager II							
	Social Services/Case Manager II - QIDP							
	Vocational Specialist							
	Paralegal							
	Victim Witness Coordinator							
	Aging Disability Resource Specialist							
	Dementia Care Specialist							
	Disability Benefit Specialist							
	Elderly Benefit Specialist							
	Case Manager II							
	Social Worker I							
	Emergency Preparedness Coordinator							
	Nutritionist							
	Diesel Mechanic - Lead							
	Sr Engineering Technician							
	IT Services Specialist							
	IT Systems Specialist							
	Conservation Agronomist							
	Conservation Technician							
	Information & Education Conservation Specialist							

	GIS Property Analyst I							
	Land Use/Sanitation Specialist							
	Survey Specialist							
	Communications Technician							
	Chief Deputy - County Treasurer							
L								
		\$27.53	\$28.22	\$28.93	\$29.65	\$30.39	\$31.15	\$37.17
		\$57,262.40	\$58,697.60	\$60,174.40	\$61,672.00	\$63,211.20	\$64,792.00	\$77,313.60
	QIDP/Therapeutic Rec. Therapist							
	Registered Nurse							
	Therapeutic Recreation Therapist							
	Chief Deputy - Clerk of Courts							
	Emergency Management Deputy Director							
	Family Court Counselor							
	Case Manager III							
	Social Worker II							
	Public Health Nurse							
	Human Resources Specialist							
	Cartographer							
	GIS Property Analyst II							
	Chief Deputy Medical Examiner							
M								
		\$29.17	\$29.90	\$30.65	\$31.42	\$32.21	\$33.02	\$39.38
		\$60,673.60	\$62,192.00	\$63,752.00	\$65,353.60	\$66,996.80	\$68,681.60	\$81,910.40
	Admissions Clinical Coordinator							
	MDS Case Coordinator							
	Behavioral Health Therapist - IT							
	Social Worker III							
	911 Communications Sergeant							
	Corrections Sergeant							
N								
		\$32.11	\$32.91	\$33.73	\$34.57	\$35.43	\$36.32	\$43.35
		\$66,788.80	\$68,452.80	\$70,158.40	\$71,905.60	\$73,694.40	\$75,545.60	\$90,168.00
	RN Supervisor							
	Family Court Counseling Director							
	Purchasing Agent							
	Senior Accountant							
	HS Supervisor - ADRC							
	HS Supervisor - Aging & Nutrition							
	Behavioral Health Therapist							
	RN Case Manager							
	HS Supervisor - Economic Support							
	HS Supervisor - Fiscal Support							
	WIC Director							
	Financial Supervisor - Highway							
	IT Electronics Technician							
	IT Services- Lead							
	Sr Land Use/Sanitation Specialist							
	Register in Probate							
O								
		\$34.03	\$34.88	\$35.75	\$36.64	\$37.56	\$38.50	\$45.94
		\$70,782.40	\$72,550.40	\$74,360.00	\$76,211.20	\$78,124.80	\$80,080.00	\$95,555.20
	Assisted Living Program Manager							

	IID Program Manager							
	RN Unit Manager							
	Assistant Finance Director							
	HS Supervisor - Children & Adolescent Services							
	HS Supervisor - Crisis Services							
	HS Supervisor - CPS Intake							
	HS Supervisor - CPS On-going							
	HS Supervisor - Long-Term Support							
	IT Systems Analyst							
	Community Development Administrator							
	County Surveyor							
	GIS Administrator							
	Veterans Service Officer							
P								
		\$36.07	\$36.97	\$37.89	\$38.84	\$39.81	\$40.81	\$48.69
		\$75,025.60	\$76,897.60	\$78,811.20	\$80,787.20	\$82,804.80	\$84,884.80	\$101,275.20
	Child Support Director							
	Emergency Management Director							
	HS Supervisor - Clinical Services							
	HS Supervisor - Public Health Officer							
	Assistant Human Resources Director							
	Sr IT Systems Analyst							
	Network Administrator							
	Medical Examiner							
	911 Communications Lieutenant							
	Corrections Lieutenant							
	Detective Lieutenant							
	Patrol Lieutenant							
Q								
		\$38.23	\$39.19	\$40.17	\$41.17	\$42.20	\$43.26	\$51.61
		\$79,518.40	\$81,515.20	\$83,553.60	\$85,633.60	\$87,776.00	\$89,980.80	\$107,348.80
	Attorney - Child Support							
	Assistant Director of Nursing							
	CBIC/Rehab Program Manager							
	Dietary Services Manager							
	Environmental Services Manager							
	Social/Enrichment Services Manager							
	Operations Superintendent							
	Patrol Superintendent							
	Shop Superintendent							
	County Conservationist							
	Code Administration Manager							
	Land Information Officer/Manager							
	Parks Superintendent							
	Maintenance Superintendent							
R								
		\$40.53	\$41.54	\$42.58	\$43.64	\$44.73	\$45.85	\$54.72
		\$84,302.40	\$86,403.20	\$88,566.40	\$90,771.20	\$93,038.40	\$95,368.00	\$113,817.60
	Financial Services Manager							
	Assistant Corporation Counsel							
	Financial Services Manager							
	Assistant Highway Commissioner							
	Corrections Captain							

	Operations Captain							
S								
		\$43.77	\$44.86	\$45.98	\$47.13	\$48.31	\$49.52	\$59.09
		\$91,041.60	\$93,308.80	\$95,638.40	\$98,030.40	\$100,484.80	\$103,001.60	\$122,907.20
	Family Court Commissioner							
	Assistant Nursing Home Director							
	Director of Nursing Services							
	Division Manager - Clinic/Family Services							
	Division Manager - Comm Support Services							
	Land Resources/Parks Director							
	Physical Facilities Director							
T								
		\$47.27	\$48.45	\$49.66	\$50.90	\$52.17	\$53.47	\$63.81
		\$98,321.60	\$100,776.00	\$103,292.80	\$105,872.00	\$108,513.60	\$111,217.60	\$132,724.80
	Managing Attorney							
	Highway Commissioner							
	Chief Deputy							
U								
		\$49.16	\$50.39	\$51.65	\$52.94	\$54.26	\$55.62	\$66.37
		\$102,252.80	\$104,811.20	\$107,432.00	\$110,115.20	\$112,860.80	\$115,689.60	\$138,049.60
	Information Technology Director							
V								
		\$53.09	\$54.42	\$55.78	\$57.17	\$58.60	\$60.07	\$71.67
		\$110,427.20	\$113,193.60	\$116,022.40	\$118,913.60	\$121,888.00	\$124,945.60	\$149,073.60
	Finance Director							
	Human Resources Director							
W								
		\$57.34	\$58.77	\$60.24	\$61.75	\$63.29	\$64.87	\$77.41
		\$119,267.20	\$122,241.60	\$125,299.20	\$128,440.00	\$131,643.20	\$134,929.60	\$161,012.80
	Corporation Counsel							
	Human Services & Health Director							
X								
		\$60.20	\$61.71	\$63.25	\$64.83	\$66.45	\$68.11	\$81.27
		\$125,216.00	\$128,356.80	\$131,560.00	\$134,846.40	\$138,216.00	\$141,668.80	\$169,041.60
Y								
		\$63.21	\$64.79	\$66.41	\$68.07	\$69.77	\$71.51	\$85.33
		\$131,476.80	\$134,763.20	\$138,132.80	\$141,585.60	\$145,121.60	\$148,740.80	\$177,486.40
	Executive Director/Administrator							
AA								
		\$66.37	\$68.03	\$69.73	\$71.47	\$73.26	\$75.09	\$89.60
		\$138,049.60	\$141,502.40	\$145,038.40	\$148,657.60	\$152,380.80	\$156,187.20	\$186,368.00
	County Administrator							

Appendix B: Definitions

The following are definitions that helped guide the development of the Compensation System for Dodge County.

Benchmark Position: A job that is commonly found and defined, used to make pay comparisons, either within the organization or to comparable jobs outside the organization.

Classifications: Job titles.

Compensation System: A system developed to compensate employees. This system includes a balance between internal equity and external competitiveness.

Compensation Data: Data derived from information regarding the salary range and the rate of pay of the incumbent(s) holding a benchmark position of the identified labor market.

Comp Ratio: The ratio of an actual pay range to the established position point (or average market rate). The Comp Ratio is used to measure and monitor an individual's actual rate of pay to the Position Point of the established pay range.

Compression: Pay differentials too small to be considered equitable. The term may apply to differences between (1) the pay of supervisors and subordinates; (2) the pay of experienced and newly hired personnel of the same job; and (3) pay range midpoints in successive job grades or related grades across pay structures.

CPI-U: Consumer Price Index – Urban: A measure of the average change over time in the prices paid by urban consumers for a market of consumer goods and services. It reflects the spending pattern for three population groups: all urban consumers, urban wage earners, and clerical workers. This group represents approximately 87% of the total U.S. population.

Demotion: The (re)assignment of an employee to a position in a lower pay grade or range in the organization's salary structure.

Labor Market: A location where labor is exchanged for wages. These locations are identified and defined by a combination of the following factors: geography; industry; education, experience and licensing or certification required; and job responsibilities.

Market Data: The technique of creating the financial value of a position based on the "going rate" for benchmark positions in the relevant labor markets.

Minimum Salary Range (Minimum): The minimum amount of compensation the organization has deemed appropriate for a position.

Maximum Salary Range (Maximum): The highest amount of compensation the organization has deemed appropriate for a position.

Market Average: Employee pay based upon the ‘average’ market rate; or the ‘average’ prevailing wage rate in the external market.

Market Rate (Market): The organization’s best estimate of the wage rate that is prevailing in the external market for a given position.

Market Average Range: A pay range in which the minimum and maximum of the range is established around the Average Market Rate.

Pay Grade: The grade, or placement of a position, within the salary structure.

Pay Grade Evaluation: The (re)assignment of a job to a higher or lower pay grade or pay range in the salary structure due to a job content (re)evaluation and/or significant change in the average market rate in the external labor market.

Performance Increase: An adjustment to an individual’s base pay rate based on performance or some other individual measure.

Promotion: The (re)assignment of an employee to a position in a higher pay grade or range in the organization’s salary structure.

Red Circle: The freezing of a rate of pay until such time that the salary schedule catches up to the pay rate. This is commonly used when implementing a new pay schedule when a tenured employee is above the range maximum or when an employee is placed on a lower pay grade that is not related to performance issues.

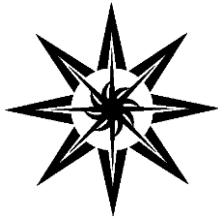
Salary Schedule Adjustment: An adjustment to the salary structure; the increase or decrease of a pay range, minimum – maximum. This is a method to maintain the salary range in relation to external market conditions.

Salary Schedule: The hierarchy of job grades and pay ranges established within an organization.

Step Increase: The progressive steps across a salary range that an employee may move to with satisfactory performance and progress within their job.

Step Schedule: Standardized progression pay rates that are established within a pay range. To move to the next step, one must have met acceptable performance standards.

Spread: The range of pay rates, from minimum to maximum, established for a pay grade. Typically used to set individual employee pay rates.



PUBLIC WORKS DEPARTMENT

Council Meeting: January 18, 2022

COU2022-11 CONSIDER APPROVAL OF CHANGE ORDER #1 WITH SUPERIOR BOWEN FOR STORMWATER WORK AT 5424 W. 86TH STREET

RECOMMENDATION

Move to authorize the Mayor to sign the Change Order #1 with Superior Bowen for the 2021 Residential Street Rehabilitation Program (PAVP2021) in the amount of \$128,875.40.

BACKGROUND

An existing corrugated metal storm pipe runs west to east through the rear yard of 5424 86th Street. The pipe drains water from Nall Avenue and outlets into an open channel west of Briarwood Elementary. This pipe is at the end of its life and was placed in the Drainage Repair Program (DRAIN21x) to be replaced having shown signs of deterioration. A small sink hole in the rear yard developed around the pipe in the summer and the hole continued to increase in size this fall as we worked to finalize design and easements for other Drain21x project locations. Drain 21x has yet to be awarded to a contractor for construction. Moving this project to Superior Bowen's active contract allowed for immediate construction. Limiting the size of the sink hole directly correlated to swift repairs at this location. The photo below shows the sink hole before construction started. Construction should be substantially complete by the end of January with landscape restoration items remaining for the spring.

The original contract for the 2021 Residential Street Rehabilitation Program was executed on May 17, 2021 in the amount of \$2,910,000. Change Order #1 increases the contract amount by \$128,875.40 to \$3,038,875.40. This work was originally scoped in the pending 2021 Drainage Repair Program (DRAIN21x). Due to emergent circumstances, the project has been incorporated into this contract. Funding for this change order will come from DRAIN21x. Construction costs are in line with our engineer's estimates.

FUNDING SOURCE

Funding is available in the DRAIN21x Program.

ATTACHMENTS

1. Change Order #1



PREPARED BY

Cliff Speegle, Stormwater Engineer

January 12, 2022

**CITY OF PRAIRIE VILLAGE
PUBLIC WORKS DEPARTMENT
CONSTRUCTION CHANGE ORDER NO. 1**



City's Project: PAVP2021

Date Requested: January 12, 2022

Contract Date: May 17, 2021

Contractor's Name: Superior Bowen

REQUIRED CHANGES TO PRESENT CONTRACT

Contract Quantity	Previous Amount	Unit	Item Description	Adj. Quant.	Unit Price	Adjusted Amount
0	\$0.00		86th Street Storm Water Project (5424 86th Street)	1	\$128,875.40	\$128,875.40

TOTAL \$0.00

TOTAL \$128,875.40
NET Increase \$128,875.40

EXPLANATION OF CHANGE - This change order is to cover the following items:

5424 86th Street has a city installed storm pipe located in the rear yard from west side culvert (midpoint) to east rear corner. This storm pipe does not run at rear property line, rather at mid yard and has suffered a failure causing a sinkhole. This change order allows for the swift repair and restoration of the rear yard of 5424 86th Street. Attached proposal outlines the bid items and costs associated with this construction.

The Consultant does **not** anticipate a related Engineering Change Order.

	Contract Value	Contract Days
Original Contract	\$2,910,000.00	
Current Contract including previous Change Orders	\$0.00	
NET This Change Order	\$128,875.40	
New Contract Price	\$3,038,875.40	

Neil Shacklett
Contractor
Superior Bowen

1/12/2022
Date

Keith Bredehoeft
Keith Bredehoeft, Public Works Director
City of Prairie Village, KS

1/12/2022
Date

Eric Mikkelson, Mayor
City of Prairie Village, KS

Date



SUPERIOR BOWEN

Client: City of Prairie Village 3535 Somerset Drive Prairie Village, KS 66208	Bid Date: 12/06/2021 Project No:
Attention: Cliff Speegle Phone: (913) 385-4011 Fax: () -	Project : Prairie Village Storm Repair Call No: County: Johnson
12/07/2021	

Bid Item Code	Description	Quantity	Unit	Unit Price	Ext Price
10	Mobilization	1.000	LSU	\$9,200.00	\$9,200.00
20	Construction Staking	1.000	LSU	\$2,200.00	\$2,200.00
30	Tree Removal	4.000	EA	\$2,000.00	\$8,000.00
40	Removal of Structures	1.000	LSU	\$4,600.00	\$4,600.00
50	Inlet Protection	1.000	EA	\$ 690.00	\$ 690.00
60	Silt Fence	360.000	LF	\$ 8.00	\$2,880.00
70	Sod & Fine Grading	889.000	SY	\$ 15.60	\$13,868.40
80	Irrigation Allowance	1.000	LSU	\$3,000.00	\$3,000.00
90	Traffic Control	1.000	LSU	\$1,500.00	\$1,500.00
100	36" Nyloplast Structure	1.000	EA	\$11,500.00	\$11,500.00
110	Connect to Existing Inlet	1.000	LSU	\$2,300.00	\$2,300.00
120	30" Cast in Place Headwall	1.000	LSU	\$11,500.00	\$11,500.00
130	30" HP Storm	208.000	LF	\$ 166.75	\$34,684.00
140	30" HP Storm Fabricated 30 Bend	1.000	EA	\$1,265.00	\$1,265.00
150	30" HP Storm Fabricated 45 Bend	1.000	EA	\$1,265.00	\$1,265.00
160	Concrete Driveway 6" (Replaced)	10.000	SY	\$ 355.00	\$3,550.00
170	Sanitary Sewer Protection	13.000	LF	\$ 200.00	\$2,600.00
180	Abandon 30" CMP	1.000	LSU	\$8,050.00	\$8,050.00
190	Alternate Erosion Matting	889.000	SY	\$ 7.00	\$6,223.00
Grand Total:					\$128,875.40

Please Note all conditions stated below.

- Bonds, permits and inspection fees are not included.

This proposal may be withdrawn by Superior Bowen Asphalt Company, L.L.C. ("SB") if not accepted within twenty days.

Progress payments to be made monthly with final payment due upon completion.

The above prices include labor, material, and equipment unless stated otherwise.

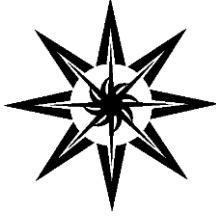
Proposal authorized by:

Proposal accepted by Client:

Date _____

Neil Shacklett – Superior Bowen

Owner: _____



PUBLIC WORKS DEPARTMENT

Council Meeting Date: January 18, 2022

COU2022-12

CONSIDER PURCHASE OF REPLACEMENT STREET SWEEPER AND DISPOSAL OF ASSET #5424.

RECOMMENDATION

Staff recommends the City Council approve the purchase of a replacement street sweeper with five year parts and labor service warranty with a guaranteed buy back at 5 years from Key Equipment & Supply Company of Kansas City, KS for \$ and the disposal of Asset #5424 by trade in.

BACKGROUND

The equipment reserve fund provides for the replacement of Asset #5424, an Elgin Pelican street sweeper. The vehicle is ten years old and due for replacement. Staff proposes to purchase the replacement street sweeper using the Sourcwell purchasing contract which guarantees a 3% discount on the list price. Key Equipment is the only supplier of Pelican Sweepers in the mid-west. Staff proposes to purchase the sweeper with a guaranteed buy back at 5 years. The buyback option requires we also purchase the 5 year manufacturer's warranty and buy a yearly basic maintenance contract from Key Equipment. This is the first time we have proposed to utilize the buyback option but given our experience we think it will be about the same cost and should ensure we have a dependable sweeper for the next 10 years. Below is a summary of both option and their costs.

Purchase and own for 10 years- We have not followed the process in the past. With our most recent sweeper our maintenance costs for years 5- 10 were about \$90,000 or 50% of the cost of the sweeper when it was new. The sweeper is also down for significant time periods, weeks at a time, while the repairs are made.

Costs- If we assume the same 50% maintenance cost for years 5-10 for a new sweeper.

Purchase price-	\$248,595.85
Extended Warrant-	<u>\$11,815.00</u>
Cost-	\$260,410.85
Plus 50% Maint. over 10 Years-	<u>\$130,205.43</u>
Total over 10 Years-	\$390,616.28 or 39,061.62/Year
Subtract Selling of Sweeper-	<u>\$35,000.00</u>
Total	\$355,615.28 or \$35,561.53/Year

Purchase and own for 5 year with guaranteed buy back at 5 years- This model will guarantee that we have a newer and more reliable sweeper for the next 10 years. We are required to buy the 5 year extended warranty which we have done in the past as well. They also require a \$3,000/year maintenance agreement for all basic maintenance. They require this so they can be confident in the condition of the sweeper when they buy it back at 5 years. At 5 years we would purchase a new sweeper and follow the same model.

Costs-

Purchase price-	\$248,595.85
Extended Warranty-	\$11,815.00
5 year Basic Maintenance-	<u>\$15,000.00</u>
Cost-	\$275,410.85
Subtract buy back at 5 Years-	<u>\$87,008.60</u>
Total-	\$188,402.25 or \$37,680.45 Yearly

In summary the cost comparison generally shows that the cost is slightly more to utilize the 5 year buy back but the big impact is the second 5 years we would not have to make all the repair and deal with all the down time to make those repairs. Given that we only have one sweeper this is very valuable to public works.

Key Equipment is giving the City a value of \$35,000 for our existing sweeper, asset #5424. After looking at the auction sites we think this is a reasonable value for a trade in.

The sweeper is necessary for our street sweeping program which keeps our streets clean and reduces pollutants and debris in our storm water runoff.

Public Works Director will sign proposals from Key Equipment related to the sweeper purchase. City Attorney will review.

FUNDING SOURCE

The City's Equipment Reserve Fund has a line item of \$230,000 for this purchase.

Cost Summary-

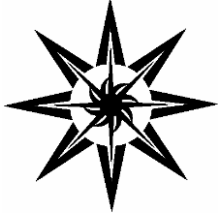
Purchase price-	\$248,595.85
Extended Warranty-	<u>\$11,815.00</u>
Cost-	\$260,410.85
Minus Trade in	<u>\$35,000.00</u>
Total Cost=	\$225,410.85

The \$3,000 maintenance fee will be a part of the yearly operations budget.

PREPARED BY

Keith Bredehoeft, Public Works Director

Date January 13, 2022



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 12, 2022

City Council Date: January 18, 2022

COU2022-07: Consider 2022 Recreation Fee Schedule

RECOMMENDATION

Recommend approval of the 2022 Recreation Fee Schedule as approved by the Parks & Recreation Committee.

BACKGROUND

Per Council direction, staff annually reviews recreation fees to ensure they are reasonable and keep pace with any operational increases. The Parks & Recreation Committee voted at their January 12, 2022 meeting to recommend the following changes to the fee schedule in 2022:

- Removal of the pool rental fee - The previous fee of \$350 does not cover the staffing costs for after-hours rentals of approximately \$600. Additionally, these rentals are increasingly burdensome on a limited staff. In 2018 and 2019, two outside rentals took place each year.
- Addition of commercial use tennis court rental fee - When the commercial use fee was added for field rental, a comparable fee wasn't set for tennis courts. City staff has noticed an increasing number of commercial types of use. The committee agreed that a commercial policy would be appropriate.

ATTACHMENTS

2022 Recreation Fee Schedule as approved by the Parks & Recreation Committee

PREPARED BY

Meghan Buum

Assistant City Administrator

Date: January 11, 2022

2022 Recreation Fee Schedule

CATEGORY	2019	2020	2021	2022	Percent Change
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RESIDENT

Individual*	\$50	\$50	\$50	\$50	0%
Senior Citizen (60+)*	\$45	\$45	\$45	\$45	0%
5 Swim Card	\$35	\$35	\$35	\$35	0%

*\$10 early bird special in April

Under Age 2 - Free

NON-RESIDENT

Individual*	\$80	\$80	\$80	\$80	0%
Senior Citizen (60+)*	\$70	\$70	\$70	\$70	0%
5 Swim Card	\$40	\$40	\$40	\$40	0%

*\$10 early bird special in April

Under Age 2 - Free

DAILY	\$10	\$10	\$10	\$10	0%
TWILIGHT (after 4:30 pm)	\$5	\$5	\$5	\$5	0%
DAYCARE	\$5	\$5	\$5	\$5	0%

POOL RENTAL	\$350	\$350	\$350		0%
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AQUATICS

Resident	\$110	\$110	\$110	\$110	0%
additional child	\$105	\$105	\$105	\$105	0%
Non-Resident without membership	\$165	\$165	\$165	\$165	0%
Non-Resident with membership	\$115	\$115	\$115	\$115	0%
Lessons (30 minutes)	\$45	\$45	\$45	\$45	0%

TENNIS

JTL	\$105	\$105	\$105	\$105	0%
additional child	\$100	\$100	\$100	\$100	0%
Private (30 minutes)	\$25	\$25	\$25	\$25	0%
Semi-Private (30 minutes)	\$20	\$20	\$20	\$20	0%
Three & a Pro (1 hour)	\$20	\$20	\$20	\$20	0%

ATHLETIC FIELD RENTAL

Individual Rental (hourly)	\$7.50	\$7.50	\$7.50	\$7.50	0%
Seasonal Practices	\$40	\$40	\$40	\$40	0%
Commercial Use (hourly)	\$20	\$20	\$20	\$20	0%

TENNIS COURT RENTAL

Individual Rental (hourly)	\$7	\$7	\$7	\$7	0%
School Tournament	\$150/day	\$150/day	\$150/day	\$150/day	0%
Private Tournament	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$150/day + \$250 deposit	\$150/day + \$250 deposit	0%
Seasonal School Rental (per court)	\$50	\$50	\$50	\$50	0%
Commercial Use (hourly)				\$20	0%



PARKS AND RECREATION

Parks & Recreation Meeting Date: January 12, 2022

City Council Meeting Date: January 18, 2022

COU2022-10:

Consider approval of revisions to CP509 - Swimming Pool Schedule

RECOMMENDATION

Recommend approval of revisions to CP509 - Swimming Pool schedule, establishing new hours for the regular season, and clarifying current practice for reduced and special hours.

BACKGROUND

In 2021, in an effort to hire more lifeguards, city staff recommended a noon opening for all pools within the pool complex as a way to capture 15-year-old lifeguards. Children under the age of 16 may not work more than eight hours in one day, nor more than 40 hours in one week. Previously, the city only hired 16 year old guards to account for the longer work day with an 11 a.m. opening time. That effort proved successful and one third of the lifeguard staff hired was age 15, and played a large part in running a complete operation in 2021.

Due to the successes in hiring, as well as a more streamlined operation, city staff recommends formally adopting the noon opening time moving forward.

Additionally, the Council Policy was in need of general updates, as outlined:

Current practices that were not in written policy, including:

- Reduced hours beginning in August
- Slide/diving area closure during dive meets
- 6 p.m. closure on Fourth of July

New changes to the special pool hours, including:

- Adjustment of pool closure for swim meets to begin at 4 p.m. from 4:30 p.m.
- 5 p.m. closure on Labor Day to allow pool staff more time for closing operations (currently closes at 6 p.m.)

ATTACHMENTS

CP509 - Swimming Pool Schedule, red-lined

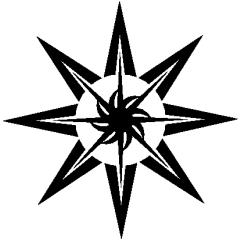
CP509 - Swimming Pool Schedule, with changes

PREPARED BY

Meghan Boom

Assistant City Administrator

Date: January 11, 2022



City Council Policy: CP509 - Swimming Pool Schedule

Effective Date: ~~January 2, 2018~~ February 7, 2022

Amends: ~~December 20, 1999~~ January 2, 2018

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish hours of operation for the Prairie Village Municipal Swimming Pool.

III. RESPONSIBILITY

A. Pool Manager

IV. DEFINITIONS

V. POLICY

A. The Prairie Village Pool opens Saturday of Memorial Day Weekend and closes for the season on Labor Day.

B. Regular Pool Hours:

- | | | |
|---------------|-----------------------------------|---|
| 1. | 11:00 a.m. - 8:00 p.m. | Leisure Pool |
| 2. | 11:00 a.m. - 8:00 p.m. | Wading Pool (6 & under) |
| 3. | 12:00 p.m. - 8:00 p.m. | Diving, Meter & Adult & Slide Pools open |
| 4. | 12:00 p.m. - 8:00 p.m. | Lap Lanes |
| 1. | 12 p.m. - 8 p.m. | All Pools |
| 2. | 4:30 p.m. - 7:00 p.m. | Lap Lanes - (adults only) |

C. Reduced Hours:

- ~~1.~~ The pool complex will be open on weekdays from 2 p.m. - 8 p.m. beginning the first Monday in August
- ~~2.~~ The pool complex will be open on weekdays from 4:30 p.m. - 8 p.m. beginning the second Monday in August.
- ~~3.~~ Weekend hours will remain 12 p.m. - 8 p.m.
- ~~4.~~ During reduced hours, lap lanes will be available to all patrons.

D. Special Pool Hours:

- ~~1.~~ The All pools will close at 4:30-00 p.m. for swim meets ~~as posted at the pool.~~
- ~~2.~~ The slides and diving well will close at 4:30 p.m. for dive meets)
- ~~3.~~ Moonlight Swims ~~will be held from~~ 8:00 p.m. - 10:00 p.m. (as designated by the pool manager)
- ~~4.~~ The same regulations in effect for days shall be in effect during moonlight swims. ~~The pool will close at 6 p.m. on the Fourth of July.~~
- ~~5.~~ The pool will close at 5 p.m. on Labor Day.

~~G-E.~~ Operation of the pool will be subject to the Pool Manager's discretion based upon weather conditions and staffing levels.

VI. PROCEDURES



City Council Policy: CP509 - Swimming Pool Schedule

Effective Date: February 7, 2022

Amends: January 2, 2018

Approved By: City Council

I. SCOPE

II. PURPOSE

A. To establish hours of operation for the Prairie Village Municipal Swimming Pool.

III. RESPONSIBILITY

A. Pool Manager

IV. DEFINITIONS

V. POLICY

A. The Prairie Village Pool opens Saturday of Memorial Day Weekend and closes for the season on Labor Day.

B. Regular Pool Hours:

1. 12 p.m. - 8 p.m. All Pools
2. 4:30 p.m. - 7 p.m. Lap Lanes - adults only

C. Reduced Hours:

1. The pool complex will be open on weekdays from 2 p.m. - 8 p.m. beginning the first Monday in August
2. The pool complex will be open on weekdays from 4:30 p.m. - 8 p.m. beginning the second Monday in August.
3. Weekend hours will remain 12 p.m. - 8 p.m.
4. During reduced hours, lap lanes will be available to all patrons.

D. Special Pool Hours:

1. All pools will close at 4:00 p.m. for swim meets.
2. The slides and diving well will close at 4:30 p.m. for dive meets
3. Moonlight Swims will be held from 8:00 p.m. - 10:00 p.m. as designated by the pool manager
4. The pool will close at 6 p.m. on the Fourth of July.
5. The pool will close at 5 p.m. on Labor Day.

E. Operation of the pool will be subject to the Pool Manager's discretion based upon weather conditions and staffing levels.

VI. PROCEDURES

Due to COVID-19 restrictions, some meetings will be held virtually. Please continue to check <http://pvkansas.com> for access details.

MAYOR'S ANNOUNCEMENTS

Tuesday January 18, 2022

Diversity Committee	01/19/2022	5:30 p.m.
Environmental Committee	01/26/2022	5:30 p.m.
Planning Commission	02/01/2022	7:00 p.m.
Tree Board	02/02/2022	6:00 p.m.
Arts Council Reception – Strength in Diversity	02/02/2022	6:00 p.m.
City Council	02/07/2022	6:00 p.m.

INFORMATIONAL ITEMS
January 18, 2022

1. Parks and Recreation Committee meeting minutes – November 10, 2021
2. Planning Commission meeting minutes – December 7, 2021
3. Forfeiture trust fund 2021 annual report

PARKS AND RECREATION COMMITTEE

5:30 p.m., November 10, 2021

Council Chambers + Zoom

Minutes

Attendance:

Chairman Tucker Poling, Vice-Chairman Terrence Gallagher, Diane Mares, Lauren Wolf, Matthew Geary, Carey Bickford, Randy Knight, Lauren Ozburn,
Staff: Meghan Buum, James Carney, Melissa Prenger

Public Participation

None

Consent Agenda

1. Minutes from October 13, 2021 – Diane Mares moved to approve the minutes from the October meeting. Randy Knight seconded the motion and it passed unanimously.

Reports

1. Chairperson's Report – Mr. Poling reminded committee members of the upcoming volunteer appreciation party, and thanked members for their service to the committee. Mr. Gallagher shared information about upcoming Foundation events.
2. Recreation Report – Ms. Buum had no general updates.
3. Public Works Report – Mr. Carney reported Stream at Franklin closed for the year and drinking fountains in the process of being winterized. The repairs to the Porter and Wassmer drinking fountains have been completed. Installation of the no smoking signs in parks has begun. Mr. Gallagher asked that the next version of the no smoking in parks signs include a child with a wheelchair. The monument sign at Bennett Park is scheduled to be repaired, tennis court maintenance work is being performed prior to winter weather, and flower bed clean-up and leaf pick-up underway in parks.

Old Business

None

New Business

1. Community Garden Expansion

Linda Cosgrove presented on behalf of the Prairie Village Community Gardens. The gardeners and the Environmental Committee are interested in expanding the community gardens to include more garden plots. Ms. Cosgrove indicated that the gardens always have a wait list with more people interested than the gardens can accommodate.

A Siberian Elm Tree to the south of the garden casts shade over several of the existing plots, making it difficult to grow vegetables in them. The Environmental Committee

and gardeners request that the tree be removed so the garden can be extended south. The Environmental Committee volunteered to use some of its budget to plant a couple of new trees elsewhere; however, they did not address the cost of tree removal or the cost to establish new garden plots. City Staff has reported that the tree is healthy.

The committee would also be interested in learning if there are other public areas that could be turned into community gardens. However, due to the availability of water and parking at Harmon Park, expanding the current garden is their preference. There are additional opportunities for expansion along the north, east, and west sides that can be explored.

Mr. Poling stated that he is generally not in favor of tree removal, but he is interested in garden expansion.

Mr. Gallagher asked if there are other parks that could accommodate a garden, or opportunities within the private sector for partnership, including an expansion at Global Montessori, or a new plot at Addington Place. The garden committee has not considered new locations due to concern about access to water as well as creating a need for a new leadership team to manage the site.

The committee members generally did not support removing a tree until other considerations for space had been explored. As the committee is going through park evaluations for the five year capital improvement plan, there may be an opportunity to identify a place at another park.

Terrence Gallagher moved to table this conversation until expansion is explored in areas that wouldn't involve tree removal. Tucker Poling seconded the motion, and it passed unanimously.

2. 2022 Fee Schedule Discussion

The committee reviewed the 2021 recreation fees. The committee was generally comfortable with the fees remaining the same in 2022. Ms. Buum asked the committee to consider a commercial tennis court fee. When the commercial use fee was added for field rental, a comparable fee wasn't set for tennis courts, and city staff has noticed an increasing number of commercial types of use. The committee agreed that a commercial policy would be appropriate.

Discussion took place about after-hours pool rentals. Ms. Ozburn stated that she felt like the fee was too low, and that extra offerings such as this should be revenue generating. Ms. Buum stated she would gather more information for discussion.

A final fee schedule will be brought forward for approval at the January meeting.

3. Parks Master Plan/5 Year Priorities

Mr. Poling introduced the process for the Parks Master Plan review and priority setting for the 2023 – 2028 parks capital improvement program. Following the October

meeting, committee members visited and surveyed the parks and provided feedback on needed improvements. The committee discussed Windsor Park in detail as an example. Specific conversation took place about maintenance items versus capital improvement projects. A desire for system-wide updates, such as a general brand standards, was expressed.

City Staff will compile the surveys for a broader conversation at the January meeting.

Information Items

The next meeting will be held at 5:30 p.m. on January 12, 2022.

Adjournment

The meeting adjourned at 8:30 p.m.

**PLANNING COMMISSION MINUTES
DECEMBER 7, 2021**

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, December 7, 2021 at 7:00 p.m. Vice-Chair James Breneman called the meeting to order via Zoom at 7:00 p.m. with the following members present: Jonathan Birkel, Melissa Brown, Nancy Wallerstein, and Jeffrey Valentino.

The following individuals were present in their advisory capacity to the Planning Commission: Chris Brewster, Gould Evans; Jamie Robichaud, Deputy City Administrator; Mitch Dringman, Building Official; Adam Geffert, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Mr. Breneman said that a change should be made to the November 3, 2021 minutes, to modify the third paragraph on page 2 to state the following:

“Mr. Breneman, Mr. Lenahan and Mr. Birkel shared concerns about the lighting of the ATM signage impacting residents to the north and east of the parking lot, and suggested that the signage be installed in a way that would prevent lighting from being visible from the north and east.”

Additionally, the motion to approve was modified to state the following:

“Mr. Lenahan made a motion to approve the conditional use permit with the three conditions presented by staff, as well as a fourth condition that the lighting of the sign shall not be visible from the north or east at night. Mr. Valentino seconded the motion, which passed unanimously.”

Mr. Birkel moved for the approval of the minutes of the November 3, 2021 regular Planning Commission meeting with the noted amendments. Mr. Valentino seconded the motion, which passed 5-0.

PUBLIC HEARINGS

PC2021-123 Consideration of changes applicable to site plans, fences and sign regulations

Mr. Brewster said that the proposed changes addressed items that triggered a site plan, specifically in relation to buffers and significant visual impacts to adjacent properties. Changes to the sign standards would allow staff to review and approve sign proposals to ensure they meet design standards in the municipal code, reducing the need for site-specific sign plans to require Planning Commission approval each time a sign is to be replaced. Lastly, requirements for fence exceptions would be relaxed, so fewer applications would need to be reviewed by the Planning Commission. The specific changes are as follows:

- Updates the site plan applicability requirements in Section 19.32.010 to include situations when buffers or screening from adjacent property is impacted
- Updates the sign regulations in Section 19.48.070 to clean up the approval process for sign plans on multi-tenant buildings
- Updates the fence regulations in Section 19.44.025 to clarify fence placement on corner lots

Mr. Breneman opened the public hearing at 7:11 p.m. With no one present to speak, Mr. Breneman closed the public hearing at 7:12 p.m.

Ms. Brown made a motion to recommend approval of the proposed changes to the zoning regulations to the Governing Body. Mrs. Wallerstein seconded the motion, which passed 5-0.

NON-PUBLIC HEARINGS

PC2021-122 Site plan for fence exception
7647 Falmouth Street
Zoning: R-1A
Applicant: Josh Haith

Mr. Brewster stated that the applicant wished to replace an existing fence that did not conform to required setback standards on 77th Street. An exception would allow the replacement of a four-foot tall chain link fence with a six-foot tall wood fence located in the current location approximately on the property line, rather than 15 feet from the property line.

The property is a corner lot on the northeast corner of 77th Street and Falmouth Street. In this circumstance, the zoning ordinance requires the fence to be set back from the lot line on 77th Street the greater of 15 feet or one-half of the front setback of the adjacent lots. Since the proposed fenced area is in the side and rear, there are no restrictions on the design of the fence, other than the general height and design standards.

The proposed fence would be set back approximately 14 feet from the curb of 77th Street. The adjacent house is setback approximately 20 feet (half the setback is 10 feet, which is

less than the default 15 feet setback). In this case, there is approximately 14 feet of right-of-way in the frontage, and the adjacent home has a relatively shallow setback (20 feet). Replacing the fence at the current location would be slightly closer than half the distance between the adjacent house front setback and the curb line (approximately 34 feet).

Mr. Birkel asked if the utility pole on the fence line indicated the presence of an easement to access the property. Mr. Brewster stated he was not aware of an easement. Mrs. Wallerstein asked if the property owner would need install a gate to allow access to the pole. Ms. Robichaud stated that the City did not keep track of utility easements, and that property owners install fences at their own risk. If a utility needs access to the site, it will be the responsibility of the property owner to provide access at their cost.

Applicant Josh Haith, 7647 Falmouth Street, was present to speak about the project. He stated that he preferred not to install a gate in the fence.

Mrs. Wallerstein made a motion to approve the site plan as presented. Mr. Birkel seconded the motion, which passed 5-0.

OTHER BUSINESS

Consider approval of 2022 meeting dates

Mr. Valentino made a motion to approve the proposed meeting dates. Mrs. Wallerstein seconded the motion, which passed 5-0.

ADJOURNMENT

With no further business to come before the Commission, Vice-Chair James Breneman adjourned the meeting at 7:29 p.m.

Adam Geffert
City Clerk/Planning Commission Secretary



PRAIRIE VILLAGE POLICE DEPARTMENT

"A Tradition of Service"

Byron K. Roberson
Chief of Police



DATE: January 10, 2022

TO: Mayor Mikkelson and City Council Members

FROM: Chief Byron K. Roberson *[Signature]*

SUBJECT: FORFEITURE TRUST FUND 2021 ANNUAL REPORT

As per Council Policy, I am submitting the following annual report for the time period of January 1 through December 31, 2021.

PD GENERAL FORFEITURE FUND – 01-00-00-2117-000

FUND TOTAL - January 1, 2021: \$37,583.73

Expenditures

Department K-9 – Shallow Creek Kennels, Inc.	-15,000.00
Department K-9 – evaluation trip	-297.27
Department K-9 – upfit Unit No. 140 with K-9 equipment	-9,870.71
Department K-9 – liability insurance	-492.00
Northwestern School of Staff and Command – Capt. Brady Sullivan	-4,500.00

Revenue

Interest	63.15
Restitution (4)	352.80
Drug Tax Distribution from State of Kansas	6,320.79

FUND BALANCE - December 31, 2021: \$14,160.49

FORFEITURE TRUST FUND 2021 ANNUAL REPORT

January 10, 2022

Page No. 2

Federal Equitable Sharing Reserve – 01-00-00-2119-000

FUND TOTAL - January 1, 2021: \$485.50

Revenue

Interest .73

FUND BALANCE - December 31, 2021: \$486.23

FORFEITURE TRUST FUND BALANCE: \$14,646.72

BKR:jlw

cc: Accounting