CITY OF FRANKLIN
COMMON COUNCIL MEETING**
FRANKLIN CITY HALL COUNCIL CHAMBERS
9229 W. LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 18, 2012, 6:30 P.M.

A. Call to Order and Roll Call

B. Citizen Comment Period

C. Approval of Minutes
   1. Approval of regular meeting of December 4, 2012.
   2. Approval of special meeting of December 7, 2012.

D. Hearings

E. Organizational Business
   1. Boards and Commissions Appointments
      a. Luther Graef, Board of Water Commissioners-Ald. Dist. 1.

F. Letters and Petition
   1. Letter from Kenneth Yunker, Southeastern Wisconsin Regional Planning Commission, regarding Advisory Committee for population and employment forecasts.

G. Reports and Recommendations
   1. Survey of area residents for the need to extend sanitary sewer on S. 76th Street from a point 3000 feet south of W. Ryan Road and a point 1400 feet north of W. Ryan Road and on W. Ryan Road from a point 2400 feet west of S. 76th Street to S. 76th Street.
   2. Update on Fire Chief selection process (Robert Donohoo, Chairman of Police and Fire Commission).
   3. Police & Fire Commission request to revise the job description for Fire Chief.
   4. Contract for Assessment and Property Revaluation Services with Tyler Technologies, Inc. for the period 2013-2015.
   5. Geographic Marketing Advantage, LLC Agreement for Geographic Information System (GIS) support and database maintenance services for 2013.
   6. Information Technology Services Agreement between Heartland Business Systems and the City of Franklin.
   7. Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2013, with JSA Civil Environmental Engineers, Inc.
   8. Milwaukee County change of administrative authority for the Milwaukee County Correctional Facility-South.
   9. Resolution regarding compensation to the City of Franklin for Cellular 9-1-1 Response Services within Milwaukee County.
   10. Authorization to proceed with the acquisition of W. Marquette Avenue from S. 49th Street to the west property line of the Pleasant View Elementary School site and the acquisition of W. Evergreen Street from a point 800 feet east of S. 51st Street west 540 feet to the west line of the City's undeveloped park land south of Pleasant View Elementary School.

11. Resolution authorizing the City to execute an Intergovernmental Agreement allowing the Village of Mount Pleasant to act as fiscal agent for the Southeast Wisconsin Clean Water Network.
12. Request from Franklin Historical Society to allow the Department of Public Works to transport disassembled sections of the Wendt barn from W. Oakwood Road to the Department of Public Works ground where it will be stored for a period of time not to exceed two years.
13. Resolution to amend the established non-elective and non-discretionary contribution by participating employees to the City of Franklin Bargaining Employees Retirement Plan and to the City of Franklin Certain Employees' Retirement Plan.
14. Resolution to establish the 2013 non-represented employee general wage adjustments; the rates of pay, wage schedule, and pay plan structure for Teamsters; and the employee cost share of monthly health insurance premium.
15. Resolution to receive Library Board wage recommendations and authorize 2013 wage adjustments for the library employees falling under the Civil Service System.
16. Resolution to amend the Civil Service System Personnel Administration Program to incorporate promotion and transfer language relative to Public Works and Sewer & Water positions.
17. Amendment to the City of Franklin Bargaining Employees' Retirement Plan and to the City of Franklin Certain Employees' Retirement Plan to comply with the Heroes Earning Assistance and Relief Tax Act of 2008.
18. 2013 Casualty Insurance coverage.
19. City purchase of property for sale (Tax Key No. 885-9996-000, 9.7 acres) in the Woodview Neighborhood in the vicinity of Planned Public Park Site Pn3 in the Comprehensive Outdoor Recreation Plan for public park purposes. The Common Council may enter closed session pursuant to Section 19.85(1)(e), Wis. Stats., to consider the potential acquisition of and an offer to sell the property bearing Tax Key No. 885-9996-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

H. Licenses and Permits
1. Miscellaneous Licenses.

I. Bills
1. Vouchers and Payroll approval.

J. Adjournment

*Supporting documentation and details of these agenda items are available at City hall during normal business hours.
**Notice is given that a majority of the Personnel Committee and Police & Fire Commission, may attend this meeting to gather information about an agenda item over which the Personnel Committee and Police & Fire Commission has decision-making responsibility. This may constitute a meeting of the Personnel Committee and Police & Fire Commission, per State ex rel. Badke v. Greendale Village Board, even though the Personnel Committee and Police & Fire Commission, will not take formal action at this meeting.
[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

December 24 & 25	Holiday-City Hall Closed	
December 31 & January 1	Holiday-City Hall Closed	
January 7	Committee of the Whole	6:30 p.m.
January 8	Common Council	6:30 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
DECEMBER 4, 2012
MINUTES

ROLL CALL	A.	The regular meeting of the Common Council was held on December 4, 2012 and called to order at 6: p.m. by Mayor Tom Taylor in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Aldermen Steve Olson, Tim Solomon, Kristen Wilhelm, Steve Taylor, Doug Schmidt, and Ken Skowronski. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, City Attorney Jesse Wesolowski and City Clerk Sandi Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:42 p.m. and closed at 6:45 p.m.
SEWRPC 2011 ANNUAL REPORT	B.2.a.	Mayor Taylor noted the letter from Southeastern Wisconsin Regional Planning Commission regarding their 2011 Annual Report.
VEOLIA WATER PROFESSIONAL SERVICES	B.2.b.	Mayor Taylor noted the letter from Scott Royer, President and General Manager of Veolia Water Milwaukee, LLC, regarding professional service capabilities of Veolia Water.
APPROVAL OF MINUTES-11/13/12	C.1.	Alderman Taylor moved to approve the minutes of the regular meeting of November 13, 2012. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
APPOINTMENT	E.1.a.	Alderman Olson vacated his seat at this time. Alderman Schmidt moved to approve the Mayoral appointment of Mike Soto to the Forward Franklin Economic Development Commission-Ald. Dist. #5, term expires 7/1/13. Seconded by Alderman Taylor. On roll call, all voted Aye; motion carried. Alderman Olson returned to his seat.
APPOINTMENT	E.1.b.	Alderman Olson moved to approve the Mayoral appointment of Randy Rogowski to the Board of Public Works-Ald. Dist. #1, term expires 4/30/15. Seconded by Alderman Skowronski. On roll call, Aldermen Skowronski, Schmidt, Taylor, Wilhelm, and Olson voted Aye; Alderman Solomon voted No. Motion carried.
APPOINTMENT	E.1.c.	Alderman Skowronski moved to approve the Mayoral appointment of Marvin Wolff to the Board of Public Works-Ald. Dist. #6, term expires 4/30/15. Seconded by Alderman Olson. On roll call, all voted Aye; motion carried.
CONSENT AGENDA		Alderman Taylor moved to approve the following consent agenda items:
JANUARY MEETING SCHEDULE 2013	G.1.a.	Reschedule the Committee of the Whole to January 7, 2013, and the Common Council meetings to January 8 and 22, 2013, with all meetings beginning at 6:30 p.m.; and

DONATION	G.1.b.	Accept the donation of $400 from Brenwood Park Seniors to the Fire Department. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
RES 2012-6847 HONORING FIRE CHIEF JAMES MARTINS	G.2.	Alderman Olson moved to adopt Resolution No. 2012-6847, A RESOLUTION HONORING THE LIFETIME OF PUBLIC SERVICE PERFORMED BY CITY OF FRANKLIN FIRE DEPARTMENT CHIEF JAMES MARTINS UPON HIS RETIREMENT AS A FIREFIGHTER. Seconded by Alderman Taylor. All voted Aye; motion carried.
PURCHASE OF VHF BASE STATION	G.3.	Alderman Olson moved to approve re-allocation in the amount of $5,200 from remaining funds in the Fire Department Building Improvement and Furniture and Fixtures capital budget lines to cover the purchase of a Federal Communication Commission compliant VHF base station. Seconded by Alderman Taylor. All voted Aye; motion carried.
SELECTION/RETENTION OF INSURANCE PROVIDERS, ADMINISTRATIVE AND MANAGEMENT SERVICES	G.4.	Alderman Taylor moved that Gerber Life (Eastern) be engaged to provide stop loss insurance as proposed with a $60,000 deductible, that Auxiant be retained as the City's Third Party Administrator, that Diversified continue as the insurance consultant at this time, that Met Life Insurance Company be engaged for Life/AD&D insurance for 2013 and 2014, that Assurant Employee Benefits be engaged for the Voluntary Long Term Disability Insurance program for 2013 and 2014 with all employees having a 90-day elimination period, and that Serve-You continue as the pharmacy benefits management services provider, and authorize the Director of Administration to execute such documents and contracts as necessary to effectuate said insurances and services in accordance with the proposals as submitted. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
2012 AUDIT AGREEMENT	G.5.	Alderman Olson moved to authorize the Mayor, City Clerk and Director of Finance & Treasurer to execute the Audit Agreement between Clifton Gunderson LLP and the City of Franklin for audit of the City of Franklin for the 2012 year. Seconded by Alderman Wilhelm. All voted Aye; motion carried.
QUARRY MONITORING COMMITTEE	G.6.	Alderman Schmidt moved to approve the Administrative Rules and Procedures for the Quarry Monitoring Committee of the City of Franklin, Wisconsin, as corrected. Seconded by Alderman Wilhelm. All voted Aye; motion carried. Alderman Olson then moved to amend Section 1 to "Meetings of the Committee shall be subject to the call of the chair." Seconded by Alderman Wilhelm. All voted Aye; motion carried.

CODE ENFORCMENT POLICIES/PROCEDURES	G.7.	At 7:15 p.m. Mayor Tom Taylor passed the gavel to Council President Steve Taylor, who then chaired the meeting. Alderman Wilhelm moved to adopt A RESOLUTION AMENDING CODE ENFORCEMENT POLICY AND PROCEDURES with amendments. Seconded by Alderman Olson. Alderman Wilhelm withdrew her motion and Alderman Olson withdrew his second. Council President Steve Taylor returned the gavel to Mayor Tom Taylor at 7:25 p.m. Alderman Wilhelm then moved to table this resolution to the Common Council meeting of 01/08/13 and further that the City Attorney's office provide the document to the department heads and then to Alderman Wilhelm at least two days prior to the packet deadline. Seconded by Alderman Taylor. All voted Aye; motion carried.
RES. 2012-6848 WATER MAIN EASEMENT (WHEATON FRANCISCAN HEALTHCARE CENTER)	G.8.	Alderman Taylor moved to adopt Resolution No. 2012-6848. A RESOLUTION AUTHORIZING ACCEPTANCE OF EASEMENT FOR WHEATON FRANCISCAN HEALTHCARE CENTER FOR WATER MAIN AT 9969 S. 27TH STREET (SE 1/4, SECTION 25). Seconded by Alderman Olson. All voted Aye; motion carried.
STREET AND UTILITY CONSTRUCTION INSPECTION SERVICES	G.9.	Alderman Olson moved to authorize staff to extend agreements for street and utility construction inspection services for years 2012 and 2014. Seconded by Alderman Taylor. All voted Aye; motion carried.
RES. 2012-6849 S. 76TH ST. ENGINEERING SERVICES AGREEMENT WITH GRAEF, INC.	G.10.	Alderman Olson moved to adopt Resolution No. 2012-6849. A RESOLUTION AUTHORIZING OFFICIALS TO EXECUTE AN ENGINEERING SERVICES AGREEMENT WITH GRAEF, INC. FOR THE EXTENSION OF SANITARY SEWER AND/OR WATER MAIN ON THE WEST SIDE OF S. 76TH STREET BETWEEN W. FAITH DRIVE AND W. PUETZ ROAD. Seconded by Alderman Taylor. All voted Aye; motion carried.
SALE OF SURPLUS VEHICLES AND EQUIPMENT	G.11.	Alderman Taylor moved to authorize staff at Department of Public Works to accept the highest bid received on the Wisconsin Surplus website and sell units #733, #60 and #706. Seconded by Alderman Schmidt. All voted Aye; motion carried.
2012 RECAP OF CIVIC CELEBRATIONS AND 2013 CONTRACTS	G.12.A.	Alderman Taylor moved to authorize funding as requested by the Civic Celebrations Commission at the Committee of the Whole meeting on 12/03/12 and authorize signing of contracts for 2013 in an amount not to exceed $64,500. Seconded by Alderman Skowronski. All voted Aye; motion carried.

MILW. COUNTY MOU WITH MILW POLICE PATROL AND 911 RESPONSE SERVICES

G.12.B. A memo from Craig Kammholz, Milwaukee County Fiscal and Budget Administrator, to Supervisor Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors, regarding a Memorandum of Understanding with the City of Milwaukee Police Department to provide Park Patrol and Cellular 9-1-1 Response Services (from 10/16/12 Common Council meeting), was discussed at the Committee of the Whole meeting on 12/03/12. Alderman Taylor moved to direct staff to work with Alderman Olson, Alderman Taylor, and the Police Department to prepare resolution whereby Milwaukee County would reimburse the City for 911 calls. Seconded by Alderman Skowronski. All voted Aye; motion carried.

MILW. COUNTY CORRECTIONAL FACILITY SOUTH

G.12.C. Alderman Olson moved to authorize the Mayor to communicate the Common Council's concerns relating to the operation of the Milwaukee County Correctional Facility-South; and direct the development by staff of a proposed resolution expressing concern of the activities of the Milwaukee County Board and County Executives of the Milwaukee County Correctional Facility-South; and further that the Police Chief convene a meeting with the Community Safety Response Task Force to discuss the proposed resolution, prior to the end of January 2013. Seconded by Alderman Taylor. All voted Aye; motion carried.

MISCELLANEOUS LICENSES

H.1. Alderman Solomon moved to grant the following licenses:
Operator License to Faye M. Young, 6156 S. 42nd St. with warning letter from City Clerk; Kristin J. Kowalski, 11210 W. Six Mile Rd., Franksville with warning letter from City Clerk; Gino J. Gaglianello, 5873 Riverside Dr., Greendale; Eileen M. McGinnis, 4825 W. College Ave., #150, Greendale and Katherine F. Wagner, 8965 S. 47th St.;

Further moved to hold Operator License for Ali L. Najera, 8627 W. Cascade Dr. until 2/6/13 or pending submittal of requested documentation;

Further moved to refer the following People Uniting for the Betterment of Life and Investment in the Community ('PUBLIC') Grants to Common Council meeting of 12/18/12: Fleet Reserve Association Branch 14-Scholarships, fee waivers: Labor Day Fair Permit on 9/1-9/2/2013 at St. Martins Fair; Franklin Historical Society-Barn Raising, fee waivers: building permits on date to be determined for building barn at Legend Park I; Franklin Lions & Lioness Club-meetings & fund raisers, fee waivers: St. Martins fair permits, park permits, temporary Class B Beer & Wine licenses and temporary operator licenses on 3/30, 7/23, 8/13, 8/27, 9/1/-9/2/2013 at St. Martins Fair, Legend Park I and Ken Windl; Franklin Park Concerts-free concerts, fee waivers: park permits, band shell fees, temporary entertainment and amusement license on 6/23, 7/21, 8/4, 8/18/2013 at Legend

LICENSES-CONTINUED

Park I; Franklin Police Dept.-National Night Out Kick-off, fee waivers: park permit, temporary entertainment & amusement, food license on 8/5/13 at Library parking lot and Legend Park I baseball field area; Forest Park Middle School-Charity Fund Raiser, fee waivers: park permits on 5/13/13, rain date 6/7/13 at Lions Legend Park I and II; Knights of Columbus-Arts & Crafts Show, fee waivers: extraordinary event, temporary Class B beer license and temporary Operator License on 9/1/13 at Sacred Heart School of Theology; RAMS Club-Rainbow Aero Modelers Society, fee waivers: temporary entertainment & amusement & food license on 7/27 & 7/28/13 at 7200 W. Oakwood Rd.-R.A.M.S. field; Safety City/Health Dept., fee waivers: park permit on 7/8-7/19/13 & 8/12-8/23/13 at Ken Windl Park; St. Martin of Tours-Fund Raisers, fee waivers: Labor Day fair permit, temporary Class B Beer & Wine, temporary Entertainment & Amusement and temporary Operator Licenses on 4/13, 5/17-19, 9/1-2 fall & spring fund raiser dates to be determined at St. Martins Fair & St. Martin of Tours Church or School; St. Paul's Lutheran School-Community Outreach, fee waivers: park permit on 5/30/13 at Lions Legend Park II; VFW Post 10394 Franklin-Hales Corners-Fund Raiser, fee waivers: temporary entertainment & amusement, temporary Class B Beer & St. Martins Fair Permit on 9/1-2/13 at St. Martins Fair; Victory of the Lamb Church-Fall Family Festival, fee waivers: park permit, temporary entertainment & amusement, food license on 10/12/13 at Lions Legend Park I and Xaverian Missionaries-Annual Festival, fee waivers: Extraordinary event license, temporary Class B Beer & Wine, temporary Operator License, temporary food license, and sign permit on 6/22-23/13 at 4500 Xavier Dr. Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND PAYROLL

I.1. Alderman Schmidt moved to approve net City vouchers in the range of Nos. 145036 through 145086 dated November 19, 2012 in the amount of $809,888.67. Seconded by Alderman Solomon. On roll call, all voted Aye. Motion carried.

Alderman Solomon moved to approve net City vouchers in the range of Nos. 145087 through 145352 dated December 4, 2012 in the amount of $1,378,323.36. Seconded by Alderman Schmidt. On roll call, all voted Aye. Motion carried.

Alderman Olson moved to approve net payroll dated November 16, 2012 in the amount of $357,908.00. Seconded by Alderman Taylor. On roll call, all voted Aye. Motion carried.

Alderman Schmidt moved to approve net payroll dated November 30, 2012 in the amount of $374,152.21. Seconded by Alderman Skowronski. On roll call, all voted Aye. Motion carried.

ADJOURNMENT J. Alderman Taylor moved to adjourn the meeting at 7:55 p.m. Seconded by Alderman Wilhelm. All voted Aye; motion carried.

CITY OF FRANKLIN
SPECIAL COMMON COUNCIL MEETING
DECEMBER 7, 2012
MINUTES

ROLL CALL AND CALL TO ORDER	I.	Mayor Tom Taylor called the December 7, 2012, Special Common Council meeting to order at 5:00 p.m. On roll call, the following were in attendance: Alderman Steve Olson, Alderman Tim Solomon, Alderman Kristen Wilhelm, Alderman Doug Schmidt, and Alderman Ken Skowronski (arrived at 5:17 p.m.). Excused was Alderman Steve Taylor. Also present were City Engineer John M. Bennett, Director of Administration Mark Luberda, Deputy Finance Officer Paul Rotzenberg, City Attorney Jesse Wesolowski and City Clerk Sandi Wesolowski.
CITIZEN COMMENT	II.	Citizen comment period was opened at 5:01 p.m. and closed at 5:01 p.m.
CLOSED SESSION-NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY	III.A.	Alderman Solomon moved to enter closed session at 5:05 p.m. pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons to deliberate and negotiate terms relating to the Northwestern Mutual Life Insurance Company Franklin Campus at One Northwestern Mutual Way, Franklin, Wisconsin; news of a Northwestern Mutual expansion in Milwaukee contingent upon a potential tax incremental financing plan and the potential development of property within the South 27th Street Corridor, and the governmental actions in relation thereto and to effect such development, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate. Seconded by Alderman Schmidt. On roll call, all voted Aye; motion carried. Upon reentering open session at 5:44 p.m., Alderman Olson moved to direct the Mayor, City Attorney, and staff to work on a potential proposal for the subject matter as discussed in closed session. Seconded by Alderman Skowronski. All voted Aye; motion carried.
ADJOURNMENT	IV.	Alderman Olson moved to adjourn the Common Council meeting at 5:45 p.m. Seconded by Alderman Skowronski. All voted Aye; motion carried.

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		12/04/12
ORGANIZATIONAL BUSINESS	Boards and Commissions Appointments	ITEM NUMBER E.1.a.

Several terms of offices on various Boards and Commissions have or will be expiring. The Mayor may have appointments for Council confirmation:

Board of Water Commissioners
Luther Graef, term expires 9/30/16

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F.1.

SOUTHEASTERN WISCONSIN REGIONAL PLANNING COMMISSION

W239 N1812 ROCKWOOD DRIVE • PO BOX 1607 • WAUKESHA, WI 53187-1607• **TELEPHONE (262) 547-6721**
FAX (262) 547-1103

Serving the Counties of: KENOSHA
MILWAUKEE
OZAUKEE
RACINE
WALWORTH
WASHINGTON
WAUKESHA

November 27, 2012

Mr. Joel E. Dietl
Planning Manager
City of Franklin
9229 W. Loomis Road
Franklin, WI 53132

Franklin
NOV 30 2012
City Development

Dear Mr. Dietl:

The Southeastern Wisconsin Regional Planning Commission is undertaking a review, update, and extension to the year 2050 of the population and employment forecasts for the Southeastern Wisconsin Region. These forecasts will establish the future demographic and economic growth which will need to be considered in the review, update, reevaluation, and extension to the year 2050 of regional land use and transportation plans, and the other elements of the regional comprehensive plan, including water quality management, flooding mitigation, and water supply.

The Commission is reactivating and reconstituting its Advisory Committee to guide this important consideration and development of population and employment forecasts for the Region. The Committee membership will include representatives from Southeastern Wisconsin counties and municipalities, State agencies, business and industry groups, and utilities, with knowledge and expertise of demographic and economic trends, and their potential future change. You are invited to serve on this Committee. It is anticipated that the first meeting of the Committee will be held in mid-January 2013, with the Committee meeting perhaps one to two more times to complete its work. Enclosed you will find a return postcard that you may use to inform the Commission of your willingness to serve on the Committee.

We look forward to hearing from you. Should you have any questions, please do not hesitate to call me at (262) 547-6722, Ext. 211.

Sincerely,

Kenneth R. Yunker, P.E.
Executive Director

KRY/dad
#208298-2

Enclosure

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
Stw		12/18/2012
Reports & Recommendations	**SUBJECT:** Survey of area residents for the need to extend sanitary sewer on S. 76th Street from a point 3000 feet south of W. Ryan Road and a point 1400 feet north of W. Ryan Road and on W. Ryan Road from a point 2400 feet west of S. 76th Street to S. 76th Street	**ITEM NO.** G.1.

BACKGROUND

The City has received one letter requesting the extension of sanitary sewer by James & Joyce Houtler of 9770 S. 76th Street. Staff has received phone calls from other area residents relative to the extension of sanitary sewer in this area as they are aware of the Ryan Creek Interceptor to bring service to this area.

ANALYSIS

It is staff's recommendation that service to the subject area should include the following: extending north from the RCI would be to service all of S. 76th Street to approximately 1400 feet north of W. Ryan Road (Note: Area north of this is already serviced by sanitary sewer) and to serve the area west of S. 76th Street including the Public Works Garage. If approved the survey would be sent out after the first of the year and the assessment cost would be detailed in the survey letter so the property owners will know the costs. The results of the survey will be returned to the Common Council for action.

OPTIONS

Approve survey
or
Table

FISCAL NOTE

The cost of the survey is nominal and can be handled within budget. The actual cost of the sanitary sewer would be paid for from special assessments and sewer connection fees. It appears that if good bids are obtained very little connection fees would be required. The sanitary sewer on S. 76th Street to the south of the RCI serves a large area and is planned as a 30 inch diameter sanitary sewer. No action is recommended at this time for the 30 inch diameter sanitary sewer, and prior to construction financing arrangements will be necessary as a large portion of the cost will be supported by future sewer connection fees.

RECOMMENDATION

Motion to direct staff to survey for the extension of sanitary sewer as follows: S. 76th Street from a point 3000 feet south of W. Ryan Road to a point 1400 feet north of W. Ryan Road and on W. Ryan Road from a point 2400 feet west of S. 76th Street to S. 76th Street and return the results to the Common Council.

JMB/db

RECEIVED
APR 19 2012
City of Franklin
Engineering Department

City of Franklin
John Bennett
City Engineer
9229 W. Loomis Road
Franklin,WI 53132

April 19, 2012

To whom it may concern:

We are interested in the possibility of getting sewer service at our property at 9770 South 76th Street.

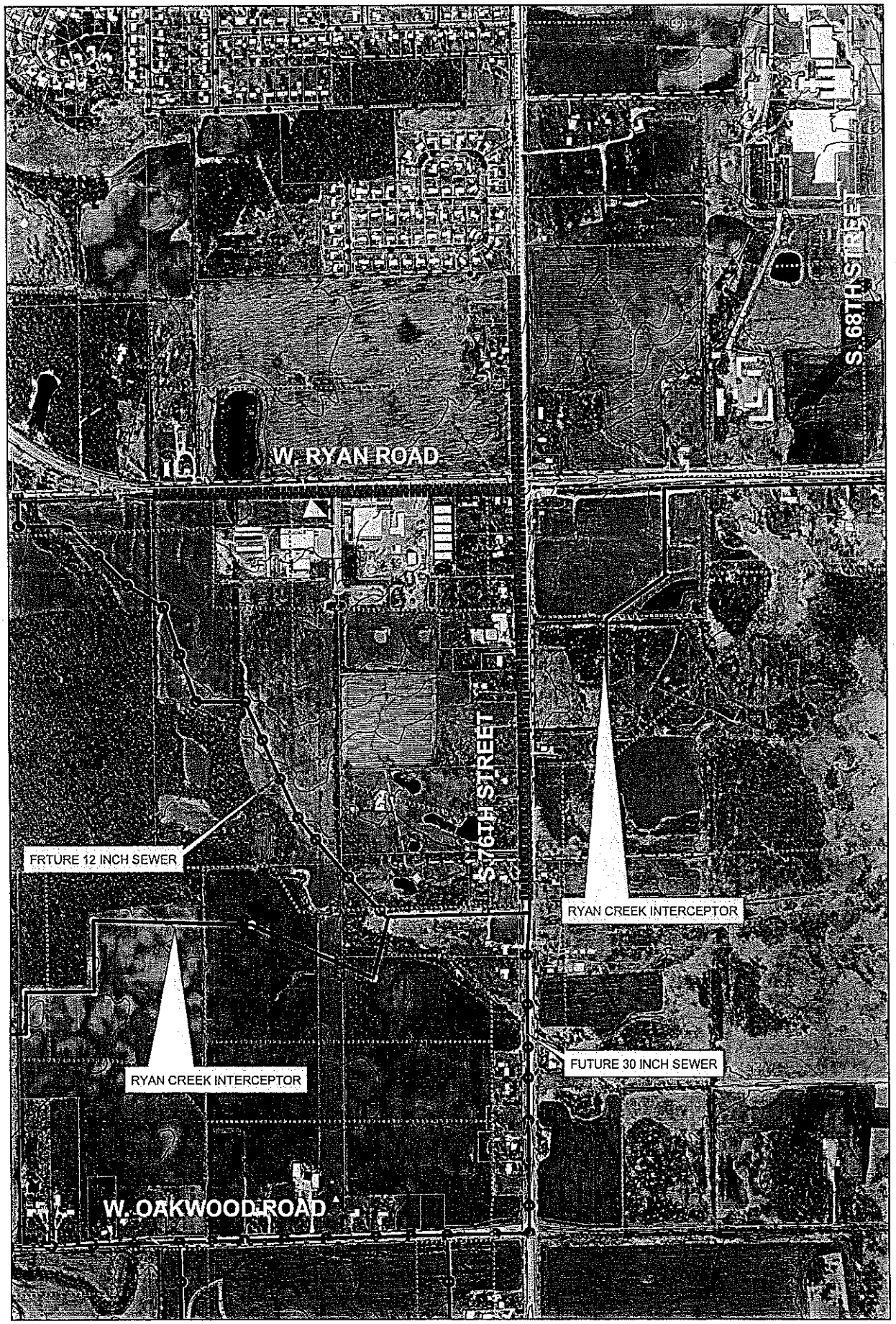
If you have any questions, please call us at 414-425-5039.

Sincerely,

James Houtler Joyce Houtler

James and Joyce Houtler
9770 South 76th Street
Franklin,WI 53132

PROPOSED SANITARY SEWER EXTENSION
W. RYAN ROAD AND S. 76TH STREET



PROPOSED SANITARY SEWER EXTENSION

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APPROVAL Slw	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/18/12
REPORTS & RECOMMENDATIONS	**Update on Fire Chief Selection Process** **(Robert Donohoo, Chairman of Police and Fire Commission)**	ITEM NUMBER G.2.

Robert Donohoo, Chairman of the Police and Fire Commission, requests the opportunity to update the Common Council on the Fire Chief selection process relative to filling the vacancy by the pending retirement of Fire Chief James Martins.

COUNCIL ACTION REQUESTED

None or As Otherwise Determined by the Common Council

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/18/2012
REPORTS AND RECOMMENDATIONS	**Police & Fire Commission request to revise the job description for Fire Chief**	ITEM NUMBER G.3.

James Martins will be retiring as Fire Chief effective 1/2/2013, with his last work day having been 12/12/12.

Prior to starting the hiring process to select a new Fire Chief, the Police & Fire Commission met to discuss the requirements of the position. They are requesting some modifications to the job description as listed below:

1. The PFC recommends that a Bachelor's degree be a minimum requirement. The current job description would also allow someone with a high school education to apply if they have 60 college credits and 3 years of upper level administrative experience in a public safety agency (which as written could be in a police department and not in a fire related position). Since both the Battalion Chief and the Assistant Fire Chief positions require a Bachelor's degree, it is believed the Fire Chief should also have a Bachelor's degree at a minimum.
2. The PFC recommends Chief candidates have a minimum of 10 years of progressively responsible municipal fire service/departmental experience. The current job description requires 12 years experience in a combination department (paid-on-call/part-time) or 7 years in a full-time department.
3. The PFC recommends that Chief candidates must have a minimum of 3 years experience as a Battalion Chief or higher position.
4. The current job description requires a valid WI driver's license. As some applicants may come from out-of-state, the PFC recommends adding "or such other valid operator's permit recognized by the Wisconsin Department of Transportation as authorizing operation of a motor vehicle in Wisconsin".

The above changes were taken to the Personnel Committee for their consideration on Monday, November 19th. Alderman Olson made the motion which was seconded by Alderman Solomon to recommend approval of the changes to the job description. Motion Carried: Ayes – All.

The revised job description showing the changes recommended by the Police & Fire Commission is attached for your review.

COUNCIL ACTION REQUESTED

Motion to approve the revised job description for the Fire Chief.

CITY OF FRANKLIN
Job Description

Job Title:	Fire Chief
Department:	Fire
Appointing Authority:	Board of Fire and Police Commissioners
Reports To:	Mayor
Salary Level:	Management/Administrative/Supervisory Level IX
FLSA Status:	Exempt
Prepared By:	Dana Zahn, Human Resources Coordinator
Prepared Date:	November 7, 2012
Approved By:	Common Council
Approved Date:	November 20, 2012

Deleted: James Martins, Fire Chief

Deleted: July 11, 2008

Deleted: Resolution 2008-6469

Deleted: August 5, 2008

GENERAL PURPOSE
Perform a variety of technical, administrative, and supervisory work in planning, organizing, directing and implementing fire prevention, suppression, and emergency medical services to prevent or minimize the loss of life and property by fire and emergency medical conditions.

ESSENTIAL DUTIES AND RESPONSIBILITIES
Plan, coordinate, supervise, and evaluate Fire and EMS operations.

Establish policies and procedures for Fire and EMS Departments in order to implement directives from the Business Administrator, Mayor, or City Council.

Plan and implement Fire and EMS programs for the City in order to better carry out the policies and goals including those set forth in the City's Affirmative Action Plan; review Departmental performance and effectiveness; formulate programs or policies to alleviate deficiencies.

Supervise and coordinate the preparation and presentation of an annual budget for Fire and EMS Departments; direct the implementation of the Departments' budgets; plan for and review specifications for new or replaced equipment.

Respond to alarms and may direct activities at the scene of major emergencies, as required.

Supervise the inspection of buildings and other properties for fire hazards and enforces fire prevention ordinances.

Supervise the operation of departmental in-service training activities.

Controls the expenditure of departmental appropriations.

Handle grievances, maintain Departmental discipline, conduct, and general behavior of assigned personnel.

Prepare and submit monthly reports to the Mayor and Fire and Police Commission regarding the Department's activities and prepares a variety of other reports as appropriate, including the annual report of activities.

Plan departmental operations with respect to equipment, apparatus, and personnel; supervise the implementation of such plans.

Assign personnel and equipment to such duties and uses as the service requires; evaluate the need for, and recommend the purchase of new equipment and supplies.

Meet with elected or appointed officials, other Fire/EMS officials, community and business representatives and the public on all aspects of the Department's activities.

Acts as HIPAA Officer.

Other duties as assigned by the Mayor.

Acts as Emergency Management Director for City.

PERIPHERAL DUTIES
Attend conferences and meetings to keep abreast of current trends in the field.

Represent the City Fire/EMS Departments in a variety of local, county, state and other meetings.

Perform the duties of command personnel as needed and fulfill obligations during duty days or duty weeks.

Serve as a member of various employee committees.

MINIMUM QUALIFICATIONS
Education and Experience:
Graduation from an accredited college or university with a Bachelor's degree in public or business administration or management, business, fire science or service or a related field/discipline; a minimum of 10 years of progressively responsible municipal fire service/department experience; and a minimum of 3 years of experience as a Battalion Chief or higher position.

Deleted: fire science, public administration or a closely related field. High school graduation and a minimum of sixty (60) semester hours of credits earned in an accredited university, college, or technical school in business administration, fire science, or a related field¶
may be substituted when combined with at least three years of full-time administrative experience in an upper level position in a public safety agency. Successful completion of WI Emergency Medical Technician and Firefighter I courses. Twelve (12) years of satisfactory performance in a supervisory role involving fire fighting and administration in combination fire department, or seven (7) years of experience in a full-time fire department.

Necessary Knowledge, Skills and Abilities:
Thorough knowledge of modern fire suppression and prevention and emergency medical service principles, procedures, techniques, and equipment.

Working knowledge of first aid and resuscitation techniques and their application as demonstrated through State EMT Certification.

Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations.

Considerable knowledge of public administration, accounting principles, budget planning and control, principles of management and labor relations, performance evaluation, and public relations.

Skill in the operation of the listed tools and equipment.

Ability to successfully recruit, select, train, and supervise department personnel.

Ability to perform work requiring good physical condition.

Ability to develop and review policies and procedures.

Ability to effectively communicate in writing and verbally.

Ability to effectively give and receive verbal and written instructions.

Ability to establish and maintain effective working relationships with other employees, supervisors and the public.

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

SUPERVISION RECEIVED
Works under the broad policy guidance and direction of the Mayor.

SUPERVISION EXERCISED
Exercises supervision over Fire Department personnel.

RESPONSIBILITY FOR PUBLIC CONTACT
Frequent contact requiring courtesy, discretion, and sound judgement.

LICENSING AND CERTIFICATION
Valid WI driver's license, or such other valid operator's permit recognized by the Wisconsin Department of Transportation as authorizing operation of a motor vehicle in Wisconsin.

Wisconsin Paramedics License, when offered.

Must successfully pass medical exam consistent with NFPA 1582, after job offer.

Must pass annual physical fitness assessment.

Firefighter I & II Certification.

Meet requirements of IHLR 30 with respect to Wisconsin Fire Apparatus Driver's Operator (NFPA 1002), within one (1) year.

TOOLS AND EQUIPMENT USED
Typewriter; calculator; copy machine; personal computer; fax machine; telephone; measuring devices; camera; power tools; hand tools; chain saws; shovels; brooms; ladders; exhaust fans; automobile; fire truck; ambulance; patient restraints; first aid equipment; oxygen; electronics test equipment; general medical equipment; patient lifting devices; breathing apparatus; steel-tip boots; hearing and eye protection; firefighting clothing; and hazardous chemical clothing.

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

While performing the duties of this job, the employee is frequently required to sit; talk; hear; stand; walk; use hands and fingers to feel, handle, or operate objects, tools, or

controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, taste and smell.

The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

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

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risks of electrical shock, and vibration. Possible exposure to blood-borne pathogens in body fluids.

The noise level in the work environment is usually quiet in office settings, and loud at emergency scenes.

Job Responsibilities Related to Patient Privacy

The Employee shall protect the privacy of all patient information in accordance with the City of Franklin Fire Department's privacy policies, procedures, and practices, as required by federal [and state] law, and in accordance with general principles of professionalism as a health care provider. Failure to comply with The City of Franklin Fire Department's policies and procedures on patient privacy may result in disciplinary action up to and including termination of employment.

The Employee may access protected health information and other patient information only to the extent that is necessary to complete their job duties. The Employee may only share such information with those who have a need to know specific patient information you have in your possession to complete their job responsibilities related to treatment, payment or other Fire department operations.

The Employee is encouraged and expected to report, without the threat of retaliation, any concerns regarding The City of Franklin Fire Department's policies and procedures on patient privacy and any observed practices in violation of that policy to the Mayor and/or City Attorney.

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

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

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE
Slw		12/18/2012
REPORTS & RECOMMENDATIONS	Contract for Assessment and Property Revaluation Services with Tyler Technologies Inc., for the Period 2013-2015	ITEM NUMBER G.4.

Since 2004, the City of Franklin has contracted with Tyler Technologies Inc. (CLT) for three assessment related services: 1) role of Statutory Assessor, 2) annual maintenance services, and 3) revaluation services. The current contract is a 3-year "combined" contract for all three services which expires December 31, 2012. The City has been very pleased with the contractor and their performance over the past years and recommends continuing to use them to provide these services. There are also benefits to the process that go along with their familiarity with the community. Tyler Technologies also perform these services for other municipalities in the region and in the state. Attached is a PowerPoint presentation that helps justify the continued use of CLT.

The following table shows the current and proposed costs for the annual services:

	2012 (current)	2013	2014	2015
Statutory Assessor Services	$80,000	$78,000	$79,000	$80,000
Maintenance Services	$46,000	$38,000	$39,000	$40,000
Revaluation Services	$102,000	$49,000	$0	$0

Recall that the 2013 budget called for an "Interim Market Update" Revaluation as provided for under state statute. The price was negotiated based upon a 2014 contract CLT has with Menomonee Falls. Menomonee Falls with 13,504 parcels will pay $55,500 or $4.10 per parcel, while Franklin with 12,762 parcels will pay $49,000 or just under $3.84 per parcel. The last full revaluation took place in 2010 at a cost of $102,000. The proposed costs for Assessor and Annual Maintenance services also compares very favorably with the other Wisconsin contracts held by CLT.

Attached is the proposed 3-year "combined" agreement between the City of Franklin and Tyler Technologies, Inc. for the period 2013-2015 for the services of Statutory Assessor, annual assessment services, and revaluation. The primary changes to the language are in relation to the Interim Market Update Revaluation, as that requires some different language than the full revaluation. Changes to indemnification and Force Majeure language proposed by CLT are still under review/negotiation. Their attorney is working with Jesse on the final language, and I am engaging our insurance company relative to the indemnification language. These sections, however, tend to be boiler plate issues, so we are requesting approval of the agreement subject to approval by the City Attorney on these sections.

Staff recommends approval.

COUNCIL ACTION REQUESTED

Motion to accept the proposed agreement between the City of Franklin and Tyler Technologies, Inc. for assessment and property revaluation services for the period 2013 through 2015, subject to approval by the City Attorney as to indemnification and Force Majeure language, and authorize the Mayor, Director of Clerk Services, and Director of Administration to execute such contract.

TYLER TECHNOLOGIES' ASSESSMENT SERVICES FOR THE CITY OF FRANKLIN

tyler

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tyler

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Tyler Technologies' National Profile

tyler

- Single largest company in the nation specializing in government services
- Five divisions providing services and software solutions
- 2100 employees nationwide
- 400 Employees in the Appraisal and Tax Division
- Performed assessment and appraisal work in 48 states
- Responsible for 8,000,000 parcels throughout United States, Canada and Great Britain
- Ranked 36 in 2012 in Forbes best 100 small companies
- Named five straight years in Software Magazine's "Software 500"
- Named Microsoft "Partner of the Year" in 2011 for ERP solution

Tyler Technologies' Wisconsin Profile

tyler

- Have provided Revaluation & Assessor Services in the State since the 1980's
- We have 17 users of our software in the State, including the Department of Revenue
- We have 6 Assessor II level certifications for the State of Wisconsin
- We currently serve as the Statutory Assessor in 10 of the communities we work with
- We have performed revaluations on over 600,000 parcels in the State of Wisconsin
- Wisconsin Department of Revenue purchased our software to perform manufacturing assessments and other functions
- Built the full State of WI manufacturing database
- Office located in West Allis, WI

Tyler Technologies' Franklin Profile

tyler

- Partnership with the City in role of Assessor, Deputy Assessor, Permit Valuation and/or Revaluation firm since early 1990's.
- Performed multiple revaluations in the City since the 1990's.
- City purchased Tyler software in the early 1990's
- Built the full electronic assessment database in the early 1990's for the City including electronic sketches
- Collected digital images in the late 1990's for the City which are stored in the assessment database
- We have met the new 2013 DOR electronic database requirement in the City for nearly 20 years

What We Propose

tyler

- Continued regularly scheduled on-site assessor hours
- Continued annual permit collection which includes data entry, field inspections with interiors, data maintenance and valuation
- Continued assistance with clerical office coverage
- Statistical revaluation
- Defense of values
- Fixed fee

Comparative Costs – Assessor Services

- City of Oak Creek
  - 10,466 parcels
  - On-site assessor hours one day per week and annual permit valuation
  - 1 full time and 2 part time City employees
  - Fee - $91,000
  - $8.69 per parcel
- Village of Caledonia
  - 11,314 parcels
  - Full facilities management
  - 12 hours clerical and 8 hours assessor weekly and annual permit valuation
  - Fee - $74,800
  - $6.61 per parcel
  - (600 agricultural parcels)
- Village of Menomonee Falls
  - 13,504 parcels
  - Full facilities management
  - 4 days per week, 1 day assessor, 1 day deputy, 2 days clerical
  - Fee $144,000
  - $10.66 per parcel
- City of Franklin
  - 12,762 parcels
  - On-site assessor hours two days per week and annual permit valuation
  - Fee - $116,000
  - $9.09 per parcel

Comparative Costs – Statistical Revaluations

- Village of Menomonee Falls
  - 13504 parcels
  - Full statistical revaluation
  - $55,500
  - $4.10 per parcel
- Town of Waukesha
  - 3634 parcels
  - Full statistical revaluation
  - $18,000
  - $4.95 per parcel
- City of Franklin
  - 12762 parcels
  - Full statistical revaluation
  - $49,000
  - $3.84 per parcel

Why Tyler Works For You!

- UNIVERS Software Solution
  - Compatible with City's GCS tax solution for value interchange
  - Included in proposed services, no additional support agreement.
  - Provides reliable, defensible values
  - Only software providing sales comparison sheets and commercial income valuation as part of the standard software
  - Virtual Property Record available for website if desired (additional fee)
- Unmatched experience in the industry and in the City of Franklin
- Proven provider of services in the City and in the State

Why Tyler Works For You!

- We are hired by the experts in the field
  - WI DOR
    - Software, Manufacturing file build
  - WI DOR
    - Village of North Prairie State ordered revaluation (lowest responsible bid)
  - City of Muskego Assessor
    - Software, Permit and Revaluation Services
  - City of Manitowoc Assessor
    - Software, Permit and Revaluation Services
  - City of Sun Praine Assessor
    - Commercial Permit Valuation and Commercial Revaluation
  - City of Oshkosh Assessor
    - Software, Commercial Permit Valuation
  - City of Janesville Assessor
    - Commercial Full File Data Collection, File Build and Revaluation (on third party software)

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ARTICLES OF AGREEMENT

This Agreement is by and between the City of Franklin, located in the State of Wisconsin, hereinafter referred to as the "City,"

AND

Tyler Technologies Inc., a corporation formed under the laws of the State of Delaware and qualified to do business in the State of Wisconsin, hereinafter referred to as the "Company,"

W I T N E S S E T H

WHEREAS, the Company has experience in the design, development, and implementation of data processing systems and programs as they relate to mass appraisal techniques; and

WHEREAS, the Company has served county and municipal governments in the mass appraisal field for over seventy years; and

WHEREAS, the City desires to utilize said services;

NOW, THEREFORE, it is hereby agreed that the Company shall provide the professional services contained in Schedule A (Assessor Services), Schedule B (Annual Maintenance Services), Schedule C (2013 Revaluation Services) and Schedule D (Additional Services) to be provided during the period of this Agreement as specified in Articles below.

1. SERVICES TO BE PROVIDED

The Company shall provide to the City in a professional and workmanlike manner all of services stipulated this Agreement, including those in Schedule A (Assessor Services), Schedule B (Annual Maintenance Services), Schedule C (Revaluation Services) and Schedule D (Additional Services) which the Company shall be responsible for the scheduling of personnel as categorized herein.

2. CONTRACT DOCUMENTS

This Agreement and Schedule A, B, C and D comprise the contract documents.

3. PERIOD OF AGREEMENT

For Schedules A and B, this Agreement shall be in effect commencing January 1, 2013 through December 31, 2015. For Schedule C, this Agreement shall be in effect commencing upon execution through completion of all task and responsibilities required by the Company. For Schedule D, this Agreement shall be in effect commencing upon execution through December 31, 2015.

The Company's time of performance of the Agreement is conditioned upon the performance of the City responsibilities contained in the Support of Assessment Services by the City, Article 23 herein, and Article 23.0 Schedule C. If the City fails to make timely deliveries of such information or access, the Company's obligation to perform the services provided in this Agreement shall be suspended until such deliveries are made.

4. COMPENSATION

As compensation for the Company providing the professional services contained in

Schedule A (Assessor Services):

The City shall pay the Company a fee of SEVENTY EIGHT THOUSAND DOLLARS ($78,000.00) ~~EIGHTY THOUSAND DOLLARS ($80,000.00)~~ for these services for the period of January 1, 2013, through December 31, 2013.

The City shall pay the Company a fee of SEVENTY NINE THOUSAND DOLLARS ($79,000.00) ~~EIGHTY THOUSAND DOLLARS ($80,000.00)~~ for these services for the period of January 1, 2014, through December 31, 2014.

The City shall pay the Company a fee of **EIGHTY THOUSAND DOLLARS ($80,000.00)** for these services for the period of January 1, 2015, through December 31, 2015.

Schedule B (Annual Maintenance Services):

The City shall pay the Company a fee of THIRTY EIGHT THOUSAND DOLLARS ($38,000.00) ~~FORTY TWO THOUSAND DOLLARS ($42,000.00)~~ for these services for the period of January 1, 2013, through December 31, 2013.

The City shall pay the Company a fee of THIRTY NINE THOUSAND DOLLARS ($39,000.00) ~~FORTY TWO THOUSAND DOLLARS ($42,000.00)~~ for these services for the period of January 1, 2014, through December 31, 2014.

The City shall pay the Company a fee of FORTY THOUSAND DOLLARS ($40,000.00) ~~FORTY TWO THOUSAND DOLLARS ($42,000.00)~~ for these services for the period of January 1, 2015, through December 31, 2015.

Schedule C (Revaluation Services):

The City shall pay the Company a fee of FORTY NINE THOUSAND DOLLARS ($49,000.00) ~~FORTY SIX THOUSAND FIVE HUNDRED DOLLARS ($46,500.00)~~ for these services for the period upon execution through September 30, 2013. In addition, the Company will provide an option for digital photo's to be taken and inserted into the electronic record for each such parcel for $17,000.

For Schedules A and B, invoices shall be submitted at the beginning of each month based upon percent of work completed and not upon the whole value of any part of the value of the contract. The total percentage of work completed shall not exceed twenty-five percent (25%) prior to start of fieldwork, sixty percent (60%) prior to the start of open book and eighty-five percent (85%) at the completion of Board of Review.

For Schedule C, invoices shall be submitted monthly for an amount equal to the progress reported and approved during the previous month. The monthly invoices shall reflect the percentage of work completed less six percent (6%) retainage to be paid out following successful completion of all work required under Schedule C. The total percentage of work completed shall not exceed ~~twenty-five percent (25%) prior to the start of fieldwork,~~ sixty-five percent (65%) prior to start of open book and ninety percent (90%) prior to start of Board of Review.

Comment [ML1]: As we are performing a statistical revaluation, this sentence is no longer relevant

Undisputed payments will be made within thirty (30) days of submittal to the City. Failure of the City to make payment when due shall entitle the Company, in addition to

its other rights and remedies, to suspend, temporarily, further performance of this Agreement without liability. Disputed payments shall be resolved through good faith negotiations between the Director of Administration and the Company within fifteen days, unless extended by mutual agreement or resolved through Article 20.

Additional compensation that may be due the Company as a result of additional services requested by the City in writing that are beyond the scope of services of this Agreement will be invoiced in the month subsequent to the month in which the services were provided. Article 1.0 of Schedule D provides a schedule of Time and Material Rates that would apply to services that are beyond the Scope of Services, unless other such reduced rates for a specific service request are agreed upon in writing between the Director of Administration and the Company.

5. INDEPENDENT CONTRACTOR

The relationship of the Company to the City shall be that of an independent contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6. OWNERSHIP OF DATA

Data collected is the property of the City. Data used by the Company in the services contemplated herein shall remain the property of the City and no use or copying shall be made thereof beyond that listed in this Agreement without the written permission of the City.

7. PURPOSE/USE OF APPRAISALS

The Company by virtue of this Agreement is contracted to provide certain services and recommendations of value to the City which are intended for exclusive use as recommendation of value for determinations of assessment for ad valorem tax purposes pursuant to the laws of the State of Wisconsin. Any use other than that stated above is not authorized nor intended, and most specifically excluded as its use as an opinion of value for federally related real estate transactions or other mortgage lending purposes.

8. INDEMNIFICATION AND INSURANCE

Comment [ML2]: New Language

Except as provided below, the Company agrees to defend and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery, and judgments of every kind and description arising out of the performance of this Agreement, for the personal injury or property damage brought or recovered against it by reason of any negligent action or omission of the Company, its agents, or employees and with respect to the degree to which the City is free from negligence on the part of itself, its employees or agents.

The Company agrees to indemnify and save harmless the City, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise

The City agrees to indemnify and save harmless the Company, its officers, agents and employees against all claims, demands, payments, suits, actions, recovery and judgments of every kind and description arising out of any valuation disputes or challenges to the methodology employed under this Agreement brought or recovered against it, whether based in contract, negligence or otherwise.

Neither party shall be liable to the other consequential, indirect or incidental damages, including, but not limited to, loss of tax revenue or claims related to valuation of property, whether based in contract, negligence, strict liability or otherwise.

In any event, the Company's liability for damages (except for damage to real or personal property or personal injury as provided above) under any theory of liability or form of action including negligence shall not exceed the total amount paid by the Client to the Company under this Agreement.

The Company shall carry Public Liability Insurance in the amount of $1,000,000 including protection for bodily injury and property damage with a combined single limit of $1,000,000 and $500,000 for each occurrence..

The Company shall also maintain Automobile Liability Insurance providing limits of $1,000,000 per occurrence, and the Company shall provide Workers' Compensation Insurance. The Workers' Compensation Insurance shall provide coverage under the

governing Compensation Act of Wisconsin, and shall provide the employer's liability insurance in the amount of $100,000.

At all times relative to the life of this Agreement, the Company shall provide Professional Liability Insurance (errors and omissions) in the amount of at least two (2) million dollars (claims made basis).

Upon request by the City, Certificates of Insurance shall be supplied to the City by the Company detailing the above coverage. A carrier authorized to do business within the State of Wisconsin will issue the certificates.

9. FORCE MAJEURE

Comment [ML3]: New Language

Neither party shall be liable to the other for any loss, damage, failure, delay or breach in rendering any services or performing any obligations hereunder to the extent that such failure, delay or breach results from any cause or event beyond the control of the party being released hereby (Force Majeure), including, but not limited to, acts of God, acts or omissions of civil or military authorities (acting in their sovereign, but not in their contractual, capacity), floods, torrential rainfall, other severe or unusual weather or climatic conditions, which would exist for a substantial period of time and would have an affect so as to substantially impair the complete deadline, epidemics, quarantines, other medical restrictions or emergencies, defects or failures in equipment or materials owned or supplied by the other party, strikes or other labor actions, embargoes, wars, civil disobedience, riots, terrorism, extreme inflation (eight percent or greater per year) or of

governmental rationing of fuel and/or power which would result in a severe shortage thereof, which would substantially impair the proposed completion deadline..

If either party is prevented or delayed in the performance of its obligations hereunder by Force Majeure, that party shall immediately notify the other party in writing of the reason for the delay or failure to perform, describing in as much detail as possible the event of Force Majeure causing the delay or failure and discussing the likely duration of the Force Majeure and any known prospects for overcoming or ameliorating it. Both parties agree to take any commercially reasonable measures to overcome or ameliorate the Force Majeure and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure is overcome or ameliorated.

10. EMPLOYMENT LAWS

The Company shall comply with all the applicable provisions of Federal and Wisconsin laws, rules and regulations regarding employment and shall further specifically comply with those sections related to Equal Employment Opportunity.

11. CONFLICT OF INTEREST

The Company covenants that it has no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of its services. The Company warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the City as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to the Company in connection with any work contemplated or performed relative to this Agreement.

12. PROJECT PERSONNEL

All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. The Company will provide and update the City with a listing of personnel assigned to the Project, including each individual's full name, address, and date of birth. The Company shall supply all its field representatives with identification cards, in a form acceptable to the City, containing, in addition to the usual information, a photograph of the employee. The City reserves the right to require Company employees to use identification cards in a form as provided by the City. The Company shall designate a qualified and responsible employee to function as Statutory Assessor for the City and shall designate this same employee to supervise the operation of the Company's staff for performance of all work required under Schedules A, B, C, and D. The Statutory Assessor/project supervisor shall be certified for a minimum of five years as an Assessor II and have a minimum of five years of mass appraisal experience. Should the Statutory Assessor/project supervisor be reassigned, that person shall be replaced by an equally qualified individual.

The individual designated Statutory Assessor and all project personnel assigned to any work under this agreement that occurs within the City of Franklin shall require approval by the City, which approval shall not be unreasonably withheld. The Company may assign other or additional project personnel subject to the approval of the City. The City shall reserve the right to prohibit an employee of the Company from participation in services under this agreement, for good cause as it so shall determine. The Company shall review any complaint relative to the conduct of its employee(s). The City may also review any such complaint. If the City deems the performance of any of the employees to be unsatisfactory, the Company shall remove such employee(s) from work upon written request from the City, such request stating the reasons for removal.

Except in the event of termination of this Agreement by the Company in accordance with Article 19, during the Period of Agreement (Article 3) and for a period of six months following the expiration of this agreement in its entirety, the City will not solicit for employment or hire any Company employee without the express written consent of the Company. This provision shall not restrict a Company employee from seeking or gaining non-supervisory or non-management employment positions with the City in accordance with the City's Civil Service Ordinance.

13. SUBCONTRACTS

The Company agrees not to subcontract any of the work required by this Agreement without the written permission of the City. The Company agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this Agreement.

14. ASSIGNMENT OF AGREEMENT

The Company agrees not to assign, transfer, convey, sublet, or otherwise dispose of the Agreement or its rights, titles, or interest in this Agreement without the previous consent and written approval of the City.

15. GOVERNING LAW & CONFORMANCE TO STATUTES

This Agreement shall be interpreted under the laws of the State of Wisconsin. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue, as amended from time to time. The methods and procedures used in performance of this Agreement shall comply with Chapter 70 of the Wisconsin State Statutes, as amended from time to time.

The Company shall notify the City of any amendments to such laws, rules or regulations subsequent to the effective date of this agreement which substantially increase the Company's work under this agreement. In such an event, the City shall allow the Company a reasonable extension of the completion date and additional compensation as

may be negotiated. The compensation for such work; the extent, amount, or limits, of such work; and the timeline for completion shall be by mutual, written agreement, but may be by an amendment or addendum to this agreement or as an Additional Service (Schedule D) hereunder.

16. CONFLICT

In the case of conflict between the terms of this Agreement and the terms of Schedule A, B, C, or D, the terms of this Agreement shall control.

17. ENTIRE AGREEMENT

This Agreement contains the complete and entire Agreement between the parties and may not be altered or amended except in writing, executed, making specific references to this Agreement, by a duly authorized officer of the Company and by a duly authorized official of the City.

18. SEVERABILITY

If any provision of this Agreement shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the whole Agreement, but the whole Agreement shall be construed and enforced accordingly.

19. TERMINATION

This Agreement may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such

termination, the Company shall be entitled to receive just and equitable compensation as may be invoiced under Article 4.0 due for the period prior to termination and subsequent to the last invoice by the Company for any satisfactory work performed prior to the termination date.

20. DISPUTES

Any controversy or claim arising out of or relating to this Agreement, shall be subject to litigation in the circuit court for Milwaukee County, Wisconsin, except as otherwise provided for herein.

21. RECORDS AND INSPECTION OF WORK

The Company shall retain and maintain all of its records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. During the term of the agreement and during the records retention period, the Company shall make such records available for inspection by the City upon request.

The City shall have the right to inspect the progress of the work at any reasonable time, including without limitation, inspection of records and data completed by the Company.

22. SERVICE STANDARDS AND/OR ADDITIONAL UNIFORM PROVISIONS

The following service standards and/or additional uniform provisions apply to all services performed by the Company under Schedules A, B, C, and D, unless otherwise specified.

A. Meeting Hours - The Company will be available to attend, upon the request of the City Director of Administration, department head meetings or other prescribed meetings not directly related to specific assessment issues, upon reasonable prior notice. Such meeting hours are expected to average, but will not exceed, two (2) hours per month and twenty-four (24) hours per year. This section does not include or restrict meeting-s with Company personnel or representatives relative to contract management, performance, or personnel issues.

B. City Staff Supervision - The Company will provide supervisory guidance and training to current and future municipal staff, as directed by the City Director of Administration, in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by the Company. Such training shall be accomplished within a reasonable time of need and within the Company's regular hours of availability hereunder, during the entire term of this contract.

C. The Company will provide a telephone number(s), at which a responsible member of its staff may be located during normal business hours, Monday through Friday of each week, which number(s) may be used by property owners and City personnel in contacting the Company during normal business hours.

D. The Company shall report and be accountable to the Director of Administration, serving as the City's representative for the Mayor and Common Council.

E. The Company will complete all annual assessment work, including such revaluation work in 2013, by no later than July 1 of each such calendar year with the exception of informal hearings, open book conferences, Board of Review support, and necessary subsequent appearances in relation to the Board of Review appeals which tasks shall be completed by September 30 of each year. The Director of Administration may extend the due date for completed work for one (1) period of thirty (30) additional calendar days for sufficient reason, without penalty, upon written request of the Company. The City Council may extend the due date for completed work for a second thirty (30) day period. Such request shall provide documentation of the reasons for the extension of the due date.

Failure to complete the annual assessment work by July 1 of each year, as outlined above, or by the two (2) extension periods as provided in the above paragraph will be cause for penalty payment by the Company in the amount of ONE HUNDRED DOLLARS ($100.00) per day beyond the completion date, Saturdays, Sundays, and Holidays excluded. Such penalty will be deducted from the contract sum owed the Company.

F. All communications with citizens and City officials will be clear, professional, thorough, and prompt. For example, letters to property owners informing them of incorrect assessments will specify the statutory reference, provide a description of the reason for the correction or error, and identify both the original value and the

corrected value. Matters of significance, including providing instructions or notifications of value changes or deadlines, should be provided in written form.

23. SUPPORT OF ASSESSMENT SERVICE BY THE CITY

The following support is to be provided by the City to the Company to enable the Company to meet their obligations herein. Such support provisions apply to all services performed by the Company under Schedules A, B, C, and D.

A. Office Assistance

The City shall provide personnel assistance to the Company in accomplishing assessment related activities. This assistance will include, but not be limited to, providing informational services to the public during times when the Company is not available in City Hall. Clerical and/or secretarial support is necessary for successful operation of the Assessor's Office. The hours required will be mutually agreed upon between the City and the Company. It is agreed upon by the parties that as of the execution of this Agreement, the one full-time employee serving as the personnel assistance meets the City's obligation as set forth herein.

B. Computer Services

The City shall make available to the Company access to a computerized system of valuation. The Company shall facilitate the automation of property records utilizing such computerized system of valuation. Both the Company and the City are in mutual agreement that the UNIVERS computerized system of valuation will be used. All cost associated with the processing of data shall be the responsibility of the City.

C. Office Space

The City of Franklin shall provide, at no cost to the Company, suitable office space and all necessary accoutrements to allow the Company to perform the functions related to property assessment, including but not limited to desks, file cabinets, chairs, tables, drafting tables, shared personal computer/printer, miscellaneous writing and general office materials, assessment notification forms and postage for assessment mailings.

24. NOTICES

All notices required to be sent to the Company shall be sent to the following address:

Mark Link
Tyler Technologies, Inc.
10617 Oklahoma Avenue, Suite U-1
West Allis, WI 53227

All notices required to be sent to the City shall be sent to the following address:

Mr. Mark Luberda
Director of Administration
9229 W. Loomis Road
Franklin, Wisconsin 53132

IN WITNESS WHEREOF, the parties hereto have set their hand to the Agreement on this

_____day of _____, 2012.

CITY OF FRANKLIN, WISCONSIN

ATTEST:

_____ BY: _____

_____ BY: _____

_____ BY: _____

TYLER TECHNOLOGIES INC.
Assessment & Tax Division

BY: _____
Troy Fryman
Senior Sales Executive

Schedule A

ASSESSOR SERVICES

WORK TO BE PERFORMED BY THE COMPANY

Assessment Duties of the Company as Statutory Assessor

A representative of the Company will perform services as the Statutory Assessor of the City of Franklin. The assessment duties of the Company as Statutory Assessor shall include, but not necessarily be limited to, the following:

A. Administration. A representative of the Company shall, for the 2013, 2014 and 2015 assessment years, be the Statutory Assessor for the City as herein provided and shall ultimately be responsible for the completion and defense of all necessary documents pursuant to and in accord with Chapter 70 of the Wisconsin Statute, as amended from time to time.

B. Office Hours. The Company shall provide normal and customary assessment services (office hours) of eight (8) days per month by the Statutory Assessor. The Statutory Assessor may designate a qualified and responsible Company representative to provide such office hours for not to exceed two (2) days per month, as recorded as an average for each calendar year. No more than half of any regularly scheduled office hours in a calendar day may be used to schedule open book meetings required in accordance with Schedules B or C. Said hours are to be mutually agreed upon and mutually amendable by the City and the Company. These hours and office availability shall be in the City of Franklin at a location approved by the City.

C. Assessment Maintenance Services. The Company shall, through the Statutory Assessor, supervise, oversee, and ensure the successful performance and completion of all assessment maintenance services to be performed by the Company as required by Schedule B.

D. Personal Property Valuation. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of property to be assessed as follows:
1. Value reported will be reviewed for uniformity between similar types of property.

2. Personal property subject to assessment but not reported shall be field inspected as to physical location and actual operation, then "doomage" assessed by the Company as described in Chapter 70 of the Wisconsin Statutes.

3. Should the Company become aware of any new assessable property accounts, the appropriate forms shall be mailed and a new personal property identification number shall be created. Should the property owner of such new account fail to file or report within a reasonable time prior to the Board of Review, the Company shall place a doomage assessment on the property as described in D.2. above.

E. Assessment Roll and Change Notices. Cooperatively with the City, the Company shall prepare an assessment roll and associated Notices of Assessment Change. Utilizing the resources of the City, including but not limited to the Assessor and Clerk office staff and supplies, said notices shall be distributed along with all requisite legal notices associated with said distribution, the scheduling of Open Book sessions, and the Board of Review.

F. Open Book. Utilizing primarily Company staff and City staff as authorized within the Assessor's Office, the Company shall conduct Open Book sessions in accord with procedures and practices established by the Company. During such sessions and as appropriate, the Company shall defend or modify the values laid out in the assessment

roll. For the 2013, 2014 and 2015 Assessment Roll, the Company shall have a representative present during all scheduled hours of Open Book.

G. Board of Review. Utilizing primarily Company staff and City staff as authorized within the Assessor's Office and City Attorney's Office, the Company shall defend all Assessment Roll valuations for the years 2013, 2014 and 2015 before the Board of Review (BOR) as required by the Wisconsin Statutes. The Company shall coordinate the scheduling of the BOR hearings through the City, utilizing City resources to complete said tasks. The Company shall attend all hearings held before the BOR to explain and defend all values and be prepared to testify under oath in such defense. In the event of a subsequent appeal of a BOR decision to the Department of Revenue or the Courts, the Company shall upon written request from the City appear as necessary to continue their defense of any appealed value.

H. Within 10 days of close of Board of Review, the Company will provide the City's Finance Director/Treasure and City Clerk with a written summary as a follow up to all correction-of-error letters issued.

Schedule B

ANNUAL MAINTENANCE SERVICES

WORK TO BE PERFORMED BY THE COMPANY

Annual Maintenance Assessment Duties

The Company will perform all necessary and required assessment maintenance services. The Company will perform these services under its own direction from the Company representative serving as the statutory Assessor of the City of Franklin, in accordance with this Agreement including the provisions of Schedule A.

The prescribed duties of the Company shall include, but not necessarily be limited to, the following:

A. Provide data collection services as outlined in this Agreement. Said services to begin January 1, 2013, and continue through December 31, 2015.

B. Perform field review on sale properties and properties for which no building permit has been issued as necessary to complete these annual maintenance responsibilities in a professional manner and as mutually agreed upon with the Director of Administration.

C. Change and keep updated property record data and review assessments in 2013, 2014 and 2015 for the following reasons:

1. New construction or remodeling (as provided for by permits)
2. New (recorded) plats
3. Formerly exempt, now assessed parcels
4. Buildings destroyed, significantly damaged or removed (as provided for by permits)

5. Change to higher land use
6. Change in class
7. Annual agricultural use value assessments
8. Land split valuation
9. Mobile home valuation subject to monthly parking fee
10. Property owner request for review
11. Data and final valuations shall be in accordance and equity with the Franklin assessment database that is in place for 2013 or in the event of a subsequent revaluation in accordance with the data base as of that assessment year.

D. Within 10 days of close of Board of Review, the Company will balance and reconcile the values between GCS and UNIVERS and provide the reports necessary to complete any statements of assessment or other such reports as maybe required by the state.

E. The Company will roll the values that are posted to the current value field in GCS into the prior value field after tax bills are mailed but prior to any new values being entered in the subsequent year.

Schedule C

REVALUATION SERVICES

1.0 INTRODUCTION

The Company will perform a Revaluation of all taxable real property for January 1, 2013 in accordance with the terms of this agreement and as hereinafter set forth.

The remaining sections of this Agreement are organized to follow the State of Wisconsin Revaluation Specification Guidelines.

2.0 PUBLIC RELATIONS

This section will describe the public relations program that the Company will provide as part of our Agreement:

During the progress of the work, the Company will endeavor to promote understanding and amicable relations with the taxpayers and public. The City and Company shall cooperate in maintaining good public relations throughout the Revaluation Program. The Company shall furnish speakers and the City shall arrange speaking appearances before periodic meetings so that the purposes, methods and procedures of the revaluation program may be explained to as large a representative group of taxpayers as possible.

The employees of the City and the Company shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information to every interested taxpayer; however, each field

appraiser/lister will be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings. The Company shall submit a recommended public relations plan to the City by 1/31/2013.

3.0 VALUATION ESTIMATES

The Company shall determine valuation estimates requested by the Department of Revenue Supervisor of Equalization, should the Final Report and Assessment Roll not be completed by the 2nd Monday in May.

4.0 TRAINING

Upon request, ~~T~~the Company will educate the City's staff in the use of procedures, standards and records for making property appraisals so that the City can check the work as it progresses.

Comment [ML4]: New

5.0 QUALITY AND COMPANY PROGRESS CONTROL

This Section provides the Company's guidelines for quality control and progress reporting needed for the revaluation of the City:

Both parties acknowledge that the City does not have the staff qualified to monitor and evaluate in detail the revaluation services provided by the Company; however, throughout the revaluation, the City, or a representative designated by the City, may check work being performed by the Company to assure the City that the work is being

done in a proper manner. The Company shall periodically batch record cards and computer-generated output, and submit them to the City at the following intervals:

~~a. Completion of field work.~~

Comment [ML5]: Revised scope of reval makes the fieldwork references N/A

~~b~~a. Completion of land value analysis.

~~c.~~b Completion of cost approach calculations/cost review.

~~d~~c. Completion of income approach.

~~e~~d. Completion of market analysis.

~~f~~e. ~~Completion of final field review~~Prior to sending Notices of Assessment.

As mutually agreed, the City shall return the batched record cards promptly so that delays in the progress of the revaluation do not occur. Errors and/or omissions found by the City's staff shall be returned to the project supervisor for correction.

Coefficient of Dispersion (COD) The coefficient of dispersion is probably the most important measure of assessments within the City; the lower the variance, the higher the quality of assessments. The Wisconsin Property Assessment Manual (WPAM) identifies that a COD of less than fifteen (<15) is considered in the good range. Using validated sales from the revaluation process, the Company will achieve a COD of less than fifteen (<15) for both residential and commercial classes. In the event, the COD is greater than fifteen (>15), the Company shall prepare an analysis and report to address the potential reasons for and impacts of the greater variance.

The Company agrees to meet monthly or upon request with the Director of Administration, the Mayor and/or Common Council, and any other such individuals as

they determine necessary, to discuss areas of work such as, but not limited to, progress, quality of work, procedures, valuations and problems. The City Attorney will be the interpreter of the specifications of the Agreement.

6.0 CONFIDENTIALITY OF INFORMATION

The Company shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this Agreement. Disclosure of this or any appraisal information to any individual, firm, or corporation, other than appropriate public officials or their authorized agents is expressly prohibited.

7.0 TECHNICAL ENVIRONMENT

The Company will use the City's UNIVERS™ Computer Assisted Mass Appraisal (CAMA) System as a base for the work performed under this Agreement. All office supply and computer system costs associated with the processing of data shall be the responsibility of the City.

8.0 PERSONNEL

Project personnel and supervision shall be in accordance with Article 12 of this Agreement.

9.0 ASSESSMENT MANUAL

The Company shall make all assessments in accordance with the Assessor's Manual as specified in Sections 70.32(1) Wisconsin Statutes, and the Company shall be responsible for all final values arrived at in compliance with same. ~~More specifically~~Additionally, the

Company will follow the Interim Market Update (IMU) process indentified on pages 4-3 through 4-4 of the WPAM Volume 1.

Comment [ML6]:

Comment [ML7]: New. Based on scope of reval.

10.0 PROPERTY RECORD CARDS

The City and Company agree to use the property record card as designed and modified from time to time in the City's Univers CAMA Software.

11.0 APPROACHES TO VALUE

11.1 Type of Approach

The Company shall consider those factors required by 70.32, Stats. including, but not limited to, the cost, market, and income approaches in the valuation of all vacant and improved parcels of property.

11.2 Sales Analysis

The Company shall analyze sales data provided by the City and secure and analyze data on its own in order to become familiar with prevailing market conditions, activity, and specific transactions which may be utilized in determining the market value of competitive properties throughout the City.

11.3 Income Analysis

In valuing income-producing properties, the appraiser shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for

each type of property, typical vacancy rates, and typical operating expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels, this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the City.

12.0 DATA FOR EVALUATION

The Company shall gather and analyze market value data including, but not limited to, sales, lease data, rentals, rates of return, operating statements, vacancy factors, and construction costs for use in determining property valuation standards pursuant to Section 70.32 of the Wisconsin Statutes. Data gathered will either be noted on the property record cards or contained within supplements to the record cards.

13.0 NEIGHBORHOOD DELINEATION

The Company shall update the existing neighborhood delineation for the entire City and provide the City with a color-coded map indicating the various neighborhood designations. The neighborhood identification procedure shall conform to the City's UNIVERS™ CAMA software product.

14.0 DATA MANAGEMENT

This section will outline the Company's procedures for collecting and encoding the data collected into the City's UNIVERS™ CAMA System.

1. ~~Residential and Commercial Property Record Cards shall be completely filled out so property information is CAMA ready for entry into the City's UNIVERS™ CAMA System. The Company shall encode or perform data maintenance to all property records as needed.~~

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~~2. The Assessor's records will be available for use in the Assessor's office. Release of said records is subject to the City's approval; however, in no case will the use of these records be utilized in place of an inspection of the property unless inspection has been refused by the property owner.~~

Comment [ML8]: These two paragraphs no longer relevant

~~3~~1. The Company shall encode or perform data maintenance to all property records in the City's UNIVERS™ CAMA System as needed as part of the revaluation.

2. The Company is aware that some properties may have to be inspected because of permit alterations and/or additions to the improvements. There will be no additional fee for such inspection or subsequent revaluation required because of such alterations and/or additions.

~~4~~23. The City and the Company shall cooperate to avoid duplication and confusion to

the property owner and to see that all permit alterations and additions are accounted for in the revaluation program.

~~53~~4. The Company shall present a list of all partial assessments of improvements as of January 1, 2013, to the City, so that they may be readily identified and assessed for the subsequent assessment roll.

15.0 IMPROVEMENT VALUATION

The Company proposes to follow the guidelines listed below in determining improvement revaluation. The factors under 70.32, Stats. shall be considered for all real properties.

15.1 Valuation Approach

The Company shall value improvements in accordance with the Wisconsin Property Assessment Manual and the City's UNIVERS™ CAMA System. The three (3) industry-recognized approaches to value; i.e., cost, income, and market, shall be considered by the Company for all parcels.

15.1.1 Residential Approach

In valuing residential improvements, prescribed forms, or their equivalent as approved by the Department, shall be used in determining final values. The property record cards shall be completed as recommended for use with the City's UNIVERS™ CAMA System with proper base costs selected as appropriate and

adjusted to reflect differences from base building values.

15.1.2 Agricultural Approach

In valuing agricultural outbuildings, the current replacement costs should be determined for all sound buildings. Buildings in poor condition, having little or no value, shall be physically described and listed as having "no value" or given an appropriate sound physical value.

15.1.3 Commercial Approach

In valuing commercial improvements, property record cards shall be completed by the Company as recommended for use with the City's UNIVERS™ CAMA System. Proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs. When many adjustments are necessary to base costs, the property is a special purpose building, or certain characteristics make it impossible to value via the City's UNIVERS™ CAMA System, the unit-in-place method as presented in the Marshall & Swift Valuation Service Manual shall be used. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be accurately documented by the market and deducted from current replacement costs.

16.0 LAND VALUATION

The Company shall provide the following approach to the revaluation of land

characteristics:

16.1 Classification

Land classified as "Agricultural" shall be assessed at full use as determined by the Department of Revenue. Agricultural buildings and the land necessary for the location and convenience (site) shall be assessed at fair market value in the Other classification.

Values of ~~Swamp & Waste~~Undeveloped, ~~Timber~~ Agricultural Forest, Forest and Other shall be determined from an analysis of sales, when available, and other available market data. Market sales shall be used in the development of other land unit values. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and correlating price data from the sales. Such forms shall be left with the City.

Comment [ML9]: Better defines land classifications

16.2 Basic Unit Values

Basic unit values shall be determined for residential and commercial lands from an analysis of sales, rents, leases, and other available market data. In the analysis of market data, adequate records will be prepared showing data collected and unit value determinations. Such records shall be left with the City.

Having determined basic unit values, the Company shall apply such to each parcel, making adjustments to account for particular characteristics of the site as required by the City's UNIVERS™ CAMA System.

For residential, agricultural and commercial lands, maps and schedules will be prepared indicating unit values used and locations thereof, which maps and schedules are to be left with the City.

16.3 Land Tables

A copy of all charts, schedules and tables, not previously referred to, including depth factor tables, and used in the valuation of lands shall be left with the City.

17.0 VALUATION OF TAXABLE PERSONAL PROPERTY

Refer to Schedule A of this agreement.

18.0 FINAL ~~FIELD REVIEW~~ANALYSIS

Comment [ML10]: Revised due to scope of reval

Prior to open book conference, the Company will ~~make~~ perform a final analysis to compare the indicated value against sales information concerning the same parcel and comparable sales.~~field review~~. ~~Each parcel will be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels.~~

For commercial properties, where a determination of value has been made via the income approach after considering the factors under 70.32, Stats. this value shall also be reviewed at this time to make the proper correlation of values between the cost, market

and income. The review will cover each parcel so as to eliminate errors in computations that may have occurred, to ensure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional, and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.

The final ~~review~~ analysis will account and adjust for factors which may have a direct bearing on the market value and/or equitable relationship to other properties. The Director of Administration, or his designee, may at any time during the final ~~field review~~analysis ~~accompany Company personnel to review his/her work~~review work as performed by the Company.

Comment [ML11]: Revised due to scope

19.0 CITY TO REVIEW ASSESSMENTS

Prior to sending notices and open book conferences, and upon request by the City, the City shall have ample time to review assessed values on real estate and personal property. At the discretion of the City, such review may include property record cards and all other material prepared for the revaluation.

Comment [ML12]: Upon request

20.0 OPEN BOOK CONFERENCE

Upon completion of the City's review of assessments and prior to the completion of the assessment rolls, the Company shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values.

A sufficient number of qualified Company personnel, approved by the City, will be available to conduct open book conferences, Monday through Friday, at a place designated by the City. The open book conferences will be held in an orderly manner with the least confusion to the property owner. Conferences on an appointment basis are the preferred method to attain this result. The City and the Company shall mutually agree upon the date and hours of conferences to ensure that all property owners have an equal opportunity to review their assessment. Hearing time shall include evening hours.

The Company will prepare and send a notice by first class mail to each property owner at the last known mailing address. The notice form used shall be that ~~prescribed~~ approved by the Department of Revenue as provided in Section 70.365 to be supplied by the City. The Company shall also indicate on the notice, or attach to the notice; the time and place the open book conference will be held. Mailing shall be ~~ten~~five (~~10~~5) days prior to the first day of conferences for the convenience of the property owners. Expenses related to the printing and mailing of the notices shall be the responsibility of the City.

Comment [ML13]: Approved by vs. prescribed by

Comment [ML14]: This is for the convenience of property owners.

21.0 COMPLETION OF ASSESSMENT ROLL

The Company shall complete the 2013 assessment roll in accordance with the then current statutes. Final assessment figures for each property and a totaled, balanced, and reconciled roll shall be provided by the Company to the City. The Company, acting through its representative serving in the capacity of Statutory Assessor in accordance with Schedule A, shall prepare and submit the "Municipal Assessor's Report (MAR) and the TID Assessor's Report (TAR)" to the Supervisor of Assessments, with a copy to the

City.

22.0 BOARD OF REVIEW

A certified member(s) of the Company's field staff, typically the statutory Assessor, will attend meetings of the Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to such values.

In the event of appeal to the Department of Revenue or the courts, it is agreed that the Company shall make available a qualified representative(s) upon request from the City, at no additional cost, to furnish testimony in defense of the values established by the revaluation in all cases which might be filed within one (1) year of the completion date specified for the revaluation.

23.0 SUPPORT OF REVALUATION SERVICES BY THE CITY

This section will outline the responsibilities of the City to ensure that a successful revaluation program is implemented.

23.1 Access to Records

The City shall allow access and make available to the Company, City records such as, but not limited to, previous assessment rolls, sewer and water layouts, building permits, tax records, building plans, records of special assessments, plats, and any other maps currently in possession of the City, at no cost.

23.2 Property Identifications

To furnish the name and address of the owner and the lot and block number, size or other identifying description of each parcel to be appraised; such information to be placed on property record cards by the City.

23.3 Provision of Forms

The City shall provide approved forms, binders, record cards, adhesive backed labels, other reasonable materials, and new assessment notice forms as necessary for the completion of the revaluation.

23.4 Maps

Upon specific request, the City shall furnish two (2) sets of plat maps, one (1) sewer and water map, one (1) zoning map and any other maps that are mutually agreed by City and Company to complete a successful project.

23.5 Notices for New Assessments

To furnish the name and correct address, if known, to the Company for notices to be sent on assessed values.

23.6 Miscellaneous General Agreements

The City governing body shall refrain from interfering with or influencing any value estimate by the Company.

The City shall aid the Company in a responsible promotion of public information

concerning the work under this Agreement.

23.7 Hardware Requirements

The City shall provide, maintain, and assure reasonable Company access to the data processing facilities on which the Company will encode the data for the revaluation.

24.0 GENERAL PROVISIONS

24.1 Company Responsibilities

The Company will begin work upon execution of the contract.

24.2 Contract Deliverables

Within fourteen (14) days of the final adjournment of the Board of Review, the Company shall turn over to the City all records prepared for the revaluation including, but not limited to, (a) property record cards, computer generated output, maps, and any other schedules or forms, (b) all records and materials obtained for the City and not previously returned to include maps, plans, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the City including, but not limited to, aerial photos, land value maps, depth factor tables, copies of leases, correspondence with property owners, sales data, rental schedules, capitalization rate data, gross income multiplier data, and operating statements of income properties.

25.0 PROJECT STAFFING/SCHEDULE

The Company shall submit a detailed project plan by 12/01/12. The plan will include key milestone dates needed for the successful completion of the revaluation process.

Schedule D

ADDITIONAL SERVICES

1.0 ADDITIONAL SERVICES

Except as may otherwise be mutually agreed to, any additional services not described in Schedule A will be provided to the City upon written request by the City specifying that additional services are requested at the Time & Materials Rates per Schedule D as described below.

TIME AND MATERIALS RATES

The Company's time and materials hourly rates for calendar year 2013, 2014 and 2015 are as follows:

Category	On-Site ($)	Full 8 Hour Day ($)
Project Supervisor	80.00	$640.00
Senior Appraiser	60.00	$480.00
Appraiser	50.00	$400.00
Data Collector	40.00	$320.00
Clerical/Data Entry Operator	25.00	$200.00

The above rates are subject to change periodically, reflecting changes in labor costs, taxes, etc. The Company will notify the City of said changes in writing not less than 30 days in advance of said change.