

<p style="text-align: center;">APPROVAL</p> <p style="text-align: center;"><i>Slw</i></p>	<p style="text-align: center;">REQUEST FOR COUNCIL ACTION</p>	<p style="text-align: center;">MEETING DATE</p> <p style="text-align: center;">11/17/2015</p>
<p style="text-align: center;">REPORTS & RECOMMENDATIONS</p>	<p style="text-align: center;">A RESOLUTION TO DESIGN, PERMIT AND SOLICIT BIDS FOR RESTROOM AT MARKET SQUARE PARK (11230 W CHURCH STREET) OR VFW PROPERTY (11310 W. CHURCH STREET)</p>	<p style="text-align: center;">ITEM NUMBER</p> <p style="text-align: center;"><i>G.9.</i></p>

BACKGROUND

On May 5, 2015 Common Council considered options for expending Park Development and Park Impact Fees. One of the options was "Restroom in Market Square near St. Martins Gazebo".

1. Restroom in Market Square near St. Martins Gazebo [11230 W. Church Street]: Although not previously incorporated into plans for the square, a single-stall, family-style, unisex bathroom could serve a community purpose, both for the regular fairs and for enhancing the gazebos functionality for weddings, for example. It would also eliminate some regular bathroom rental costs. The idea comes as an extension of Engineering's consideration of pre-fab bathrooms as part of the Kayla's Krew investigation. An order could be made with pre-payment while separate site work is addressed. The initial order might be in the \$40,000 to \$60,000 range. RECOMMENDATION: If the Council supports the idea of adding a bathroom structure to Market Square, direct staff to prepare a rough site plan and cost estimate and bring it back as soon as practicable.

At the September 14, 2015 Parks Commission Meeting:

Commissioner Nickerson moved, and Commissioner Remington seconded, to recommend to Common Council the construction of public restrooms at Market Square Special Park located at 11230 West Church Street. On voice vote, Commissioners Remington, Nickerson, Megna, Pautz and Bartoszek voted 'aye'. Alderwoman Mayer voted 'no'. Motion carried (5-1-0).

At the October 6 Common Council Meeting:

Alderman D. Mayer moved to table to November 17, 2015, the design, permits and bidding for restroom facility at Market Square Park and a Resolution to sign Professional Services Agreement with Raposa Design Architecture for the design of public restrooms at Market Square Park located at 11230 W. Church Street. Seconded by Alderman Schmidt. All voted Aye; motion carried.

ANALYSIS

Enclosed is the sketch that was presented to the Parks Commission. Note that it is significantly smaller than the restroom facility at Franklin Woods Nature Preserve.

Staff has contacted a local reputable architect who can perform the professional design services. Raposa Design Architecture has submitted a professional service agreement for \$7,800. There may be some reimbursable expenses.

Recent conversation has involved location of the restroom. Some are in conversation with the Franklin Veterans of Foreign Wars Memorial Post 5272 about permission to place this structure on their property (11310 W Church Street). It is proposed that the location of the restroom be discussed and decided concurrently with the design of the restroom module that would not change based on location.

OPTIONS

Approve or Table

FISCAL NOTES

Cost Estimate

\$ 10,000	Allowance for water well installation
\$ 15,000	Allowance for utility connections
\$ 8,000	Engineering Design
\$ 5,000	Allowance for miscellaneous site work and landscaping by DPW
\$100,000	Restroom modules, site prep, delivery and installation
\$138,000	Project Total Budget Estimate

Market Square is identified in Table 16 of the current Public Facilities Needs Assessment as a Special Use Park. The Public Facilities Needs Assessment and, therefore, the revised impact fee ordinance incorporated the potential need to add restroom facilities at other park locations. As such, if the revised impact fee ordinance is approved, costs associated with this project would qualify for 36% funding from park impact fees in the Development Fund.

REMMENDATIONS

Motion to proceed with the design, permits, and bidding for restroom facility at Market Square Park (11230 W Church Street) or VFW Property (11310 W. Church Street). Also, authorize City to sign professional services with Raposa Design Architecture for \$7,800 subject to the review of City Attorney.

STATE OF WISCONSIN; CITY OF FRANKLIN; MILWAUKEE COUNTY
RESOLUTION NO. 2015 - _____

A RESOLUTION TO SIGN PROFESSIONAL SERVICES AGREEMENT WITH
RAPOSA DESIGN ARCHITECTURE FOR THE DESIGN OF PUBLIC RESTROOMS
AT MARKET SQUARE PARK LOCATED AT 11230 W CHURCH STREET
OR VFW PROPERTY LOCATED AT 11310 W. CHURCH STREET

WHEREAS, there is a need for public restroom at Market Square Park located at 11230 W Church Street; and

WHEREAS, the restroom could be useful at the City Property at 11230 W Church Street or across the street at the VFW property at 11310 W. Church Street; and

WHEREAS, the decision of where to locate the restroom can be decided as part of the design process; and

WHEREAS, the project will require professional engineering services for design and permitting; and

WHEREAS, Raposa Design Architecture is a professional architecture firm with capabilities to perform the required work;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that the Mayor and City Clerk are authorized to execute an agreement with Raposa Design Architecture for the design of public restrooms at either Market Square Park located at 11230 W Church Street or VFW property located at 11310 W. Church Street in the amount of \$7,800

This agreement being subject to review and approval of the City Attorney.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2015.

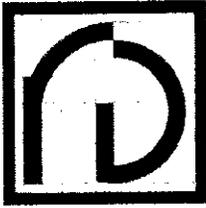
APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



Raposa Design Architecture

12690 W. Greenbrier Ln., New Berlin, WI 53151
Ph: 262.751.5221 Fax: 262.754.4058
Email: raposadesign@gmail.com

Proposal # RD151.15

OWNER/CLIENT:

City of Franklin
Glen Morrow
Director of Public Works
9229 W. Loomis Rd.
Franklin, WI 53132

PROJECT:

Precast H.C. Rest Room

This agreement is made this 21st day of September 2015, by and between Raposa Design and the City of Franklin, WI (Owner/Client).

Raposa Design will provide the following services for each the above stated project:
Design of Proposed Project based on scope emailed by Glen Morrow above stated project location.

Architectural Construction Documents to Include:

- Title/Information Sheet
- Floor Plan
- Reflected Ceiling Plan
- Roof Plan
- Exterior Elevations
- Wall Sections & Details

Architectural Project Administration to include:

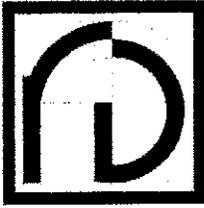
- Plan submittal for City of Franklin Review and Approval.
- Coordination of consultants to include Mechanical Electrical & Plumbing.
- Coordination of Survey and Civil Engineering.
- Coordination with Contractor during construction Phases.
- Shop Drawing Review
- Respond to Contractor RFI's During Bidding & Construction.

Civil Engineering & Surveying.

- Provide plat of survey with necessary utility locations.
- Provide Grades for Location of the proposed structure.
- Provide Civil engineering to include Site Grading, Utility and Erosion Control Plans.

Structural Engineering

- Foundation Design
- Structural Calculations
- Coordination with Contractor during all phases.
- Shop drawing review.
- Respond to Contractor RFI's During Bidding & Construction.



Raposas Design[®] Architecture

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Proposal # RD151.15 (Cont.)

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Mechanical, Electrical and Plumbing Engineering:

- Design For Mechanical, Electrical And Plumbing Systems
- Calculations for all systems.
- Coordination with Contractor during construction Phases.
- Shop Drawing Review
- Respond to Contractor RFI's During Bidding & Construction.

Excluded Items:

Fire Protection Engineering.

Well Design.

Soils Engineering.

Municipality, County and State of Wisconsin Application or Permit Fees.

Any testing fees required by the Municipality, County or State.

Service FEE:

The fee for the above work shall be **Seven Thousand Eight Hundred Dollars (\$7,800.00)**. Raposas Design will invoice the architectural services, fees and reimbursable expenses monthly on a progress basis as incurred. Owner shall pay Raposas Design within Thirty (30) days of receipt of invoice.

REIMBURSABLE EXPENSES:

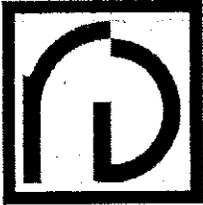
All reimbursable expenses to include but not limited to reproduction of drawings, mileage, application fees, permit fees and direct costs associated with the above stated project will be billed to the client and charged at cost to client over and above the stated service fee

ADDITIONAL WORK:

Any additional work requested by Owner or Contractor will be performed on a Time & Expense (T&E) basis

At the following Rates:

Principal Architect/Engineer	\$110.00/hr.
Senior Project Architect/Engineer	\$95.00/hr.
Project Architect/Engineer	\$85.00/hr.
Draftsperson	\$50.00/hr.
Administrative/Secretarial	\$40.00/hr.



Raposa Design[®] Architecture

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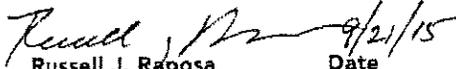
NOTICES

"AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, RAPOSA DESIGN, LLC HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED PRINCIPAL, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. RAPOSA DESIGN, LLC AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID".

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

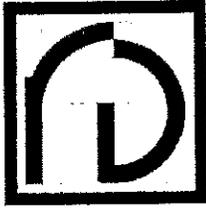
RAPOSA DESIGN, LLC

City of Franklin, WI


Russell J. Raposa Date
Principal

Authorized Signature(s)

Date



Raposas Design[®] Architecture

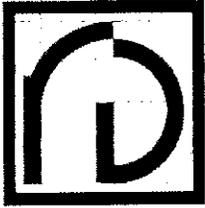
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Proposal # RD151.15 (Cont.)

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STANDARD TERMS AND CONDITIONS

1. Services. The scope of services shall include only the services explicitly set forth on the first page of the proposal (the "Services"). Raposas Design is entitled to rely upon the accuracy of the information which the client provides to Raposas Design.
2. Payments. Payments are due without set off or back charges within (15) fifteen days of Client's receipt of invoice. Progress or partial invoices will be sent at the discretion of Raposas Design in accordance with the schedule set forth in the Proposal, as Raposas Design completes certain tasks identified in the Proposal or after significant project submittals. If full payment is not received when due, then Raposas Design may either terminate the Agreement for cause or suspend the Services, in whole or part, until Client pays the outstanding invoice plus any increased costs and/or expenses incurred by Raposas Design because of the suspension. Past due invoices shall bear an interest rate of one and one-half percent (1.5%) per month. Client shall be responsible for all attorney's fees and court costs incurred by Raposas Design in enforcing the terms of this agreement or collecting amounts past due.
3. Contract Time. Raposas Design shall commence and complete the Services within a reasonable period of time. Raposas Design is not responsible for any delays arising from or caused by the Clients or its other contractors or consultants, government order or restrictions, acts of God, or any other event or condition beyond Raposas Design's reasonable control. The Contract Time shall be extended for a period of time at least equal to the delay at issue is in effect and The Contract Price shall be adjusted of r any increase in costs Raposas Design may incur as a result of such delay. Raposas Design may terminate this Agreement for cause if the Services are suspended for more than sixty (60) consecutive days.
4. Indemnification. Client shall defend, indemnify and hold harmless Raposas Design and its employees, agents successors and assigns from and against any and all the claims, damages, demands, fines, penalties, assessments and expenses, including but not limited to attorney's fees (collectively "Claims"), arising from or relating to the Project, this Agreement or the Services unless any such Claim is caused solely by Raposas Design's negligent or intentional act or omission.
5. Limitation of Liability and Consequential Damages. Raposas Design shall not be liable to the client for consequential and/or incidental damages, lost profits or lost opportunities arising from or relating to this Agreement or the Services performed by Raposas Design. Raposas Design's total contractual liability to Client arising from or relating to this Agreement or the Services shall be limited to the total compensation Client has paid to Raposas Design under this Agreement. The limit shall not apply to the proceeds of any insurance policies that may be applicable to the Project, Agreement or Services.
6. Severability and Complete Agreement. If any provision of this Agreement or part thereof is invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. This Agreement is the full and final integrated agreement of the parties, and no hand written or oral communication between the parties before the execution of this Agreement modify or amend this Agreement. For the purposes of this interpreting Agreement, neither party shall be deemed the drafter thereof.



Raposa Design Architecture

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Proposal # RD143.15 (Cont.)

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- 7. Additional Services. Any additional services performed by Raposa Design made necessary by (a) a change in the applicable law; (b) a change in the Client's program or instructions to Raposa Design; (c) a change in conditions or assumptions made at the time of the Proposal, will be charged at Raposa Design's current billable rate or at an agreed lump sum fee.
- 8. Acceptance. These terms and conditions and the terms of the Agreement are the controlling terms of the Agreement and Raposa Design rejects any additional or different terms proposed by the client unless specifically agreed to in writing by Raposa Design. If Client does not sign the Proposal but allows Raposa Design to commence with the Services, It shall be deemed that the Client has accepted the Proposal and all terms and conditions without qualification.
- 9. Ownership. Drawings ,Specifications and other documents, including those in electronic form, prepared by Raposa Design and its Consultants are instruments of service for use solely with respect to this project. Raposa Design and its consultants shall be deemed the authors of their respective instruments and shall retain all common law, statutory and other reserved rights, including copyrights.
- 10. Reuse of Drawings. The Owner may not use or authorize any other person to use the drawings, specifications, electronic data and other instruments of service, on other projects, additions to this project or completion of this project by other so long as Raposa Design is not adjudged to be in default under this agreement. Reuse without Raposa Design's professional involvement will be at the Owner's sole risk and without liability to Raposa Design.
- 11. Marketing. Raposa Design Reserves the right to use images and drawings from this project for marketing. Images and drawings could be published in printed materials as well as for our website.

The above Agreement, Terms and Conditions and referenced Proposal Scope of Services and Fees are agreed upon:

Raposa Design LLC

City of Franklin, WI

Russell J. Raposa 9/21/15
 Signature Date:

Signature Date:

Russell J. Raposa, Principal
12690 W. Greenbriar Ln.
New Berlin, WI 53151

9229 W. Loomis Rd.
Franklin, WI 53132

Market Square Restroom
Proposal- November 17, 2015

North

Proposed Restroom?

Existing Gazebo

Proposed Restroom?

VFW Property

W. Swiss Street

S. Franklin Street

W. Church Street

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/2017
REPORTS & RECOMMENDATIONS	W. COLLEGE AVENUE SIDEWALK STATUS (S. 27 TH STREET TO S. 35 TH STREET)	ITEM NUMBER <i>G.10.</i>

BACKGROUND

A sidewalk along W. College Avenue has been discussed for many years. In 2015, the City submitted a \$340,000 Community Development Block Grant (CDBG) Application for the:

... construction of an ADA compliant sidewalk along the south side of College Avenue from 35th Street to 27th Street for pedestrian/handicap safety. The project is intended to work within existing right-of-way owned by Milwaukee County, but it may require the acquisition of some limited construction easements where the right-of-way narrows. Those design constraints may also require some use of curb and gutter to ensure proper pedestrian safety from vehicular traffic on the roadway. Similarly sections of curb and gutter may require some storm sewer to provide proper storm water management.

The proposed ADA compliant sidewalk construction will improve and enhance the roadway infrastructure along College Avenue from 35th Street to 27th Street and provide a good and safe means of an accessible route for pedestrians, including the handicapped, to significant community/retail resources in the area. The project will connect well with pedestrian improvements on the eastern most portion of this project area that are being developed by the State of Wisconsin as part of their 27th Street project. The project scope also anticipates linkage improvements to the bus stops, thus enhancing access by area residents to jobs, services, and commercial locations throughout the entire Milwaukee County Transit System service area.

Unofficially, the City has been advised that only \$65,000 of the requested \$340,000 will be awarded to the City of Franklin. Mayor Olson has contacted the Milwaukee County Executive and requested a meeting to discuss or at least reconsideration.

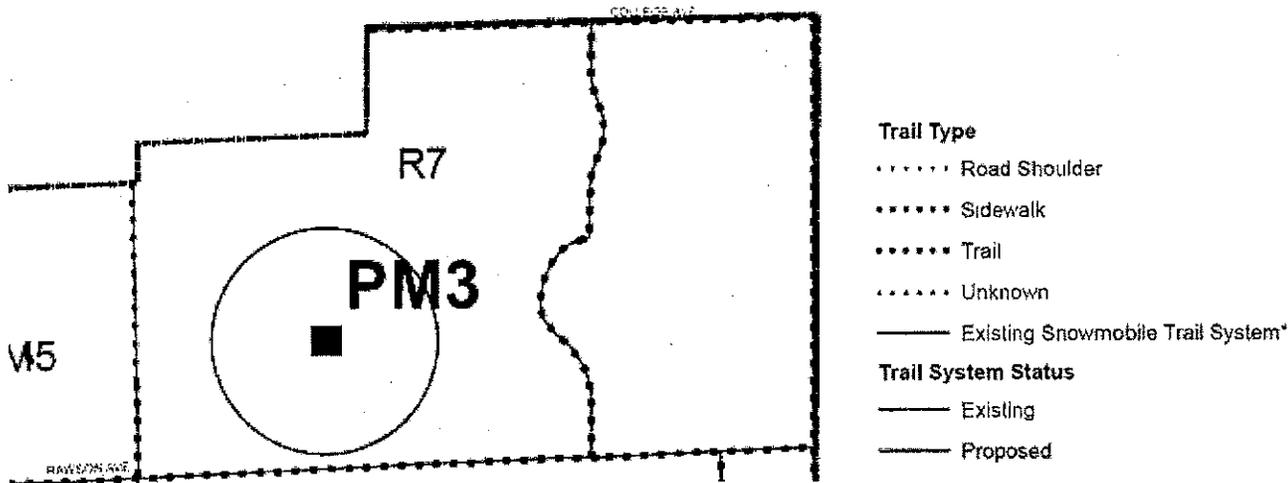
Staff has been directed to investigate the applicability of utilizing Park Impact Fees for this project and develop an implementation plan for constructing all or a portion of this project in 2016.

ANALYSIS: Park Impact Fees

To be eligible for park impact fees, a project must be identified within the Comprehensive Outdoor Recreation Plan 2030 (CORP). Map 7.1 (next page) of CORP generally contemplates a trail of an “unknown” type along West College Avenue between South 27th Street and approximately South 43rd Street.

Page 53 of Chapter 7 of the 2030 CORP, states the following:

Sidewalks, Paved Shoulders, and Other Trail Types: Along with the 18.26 miles of existing sidewalks already included within the City of Franklin trail system, an additional 18.69 miles are to be added (see Map 7.1). This includes sidewalks along Hwy 100/Lovers Land Road/St. Martins Road and S. 27th Street proposed by the Wisconsin Department of Transportation, along College Avenue and 76th Street proposed by Milwaukee County, and along 51st Street and the proposed Marquette Avenue extension (from Pleasant View Elementary School to 51st Street) proposed by the City of Franklin.



Excerpt from “Comprehensive Outdoor Recreation Plan 2025”
Map 7.1 Existing And Planned Public Outdoor Recreation Sites: 2010

It appears that at the time the CORP was updated in 2010, Staff anticipated Milwaukee County would install a sidewalk along West College Avenue at the time the road was reconstructed. This language was not altered in 2014 when the CORP was most recently updated. It should also be noted that “sidewalks” and “trails” are used interchangeably.

In the 2015 Park Impact Fee Update prepared by Ruekert & Mielke and adopted by the Common Council on May 19, 2015, included a “Note” (on p.24) under Planned Trails, Bicycle Routes, and linkages that states the following:

Planned trails, bicycle routes, and linkages are those shown in the Comprehensive Outdoor Recreation Plan or as otherwise approved and authorized by action of the Common Council, pending inclusion into the CORP. These features may include bridges or boardwalks or other design structures necessary to accommodate geographic demands.

This clearly states the City’s intent that these facilities, from a planning-purposes perspective, are not limited to trails shown on the maps of the CORP and that other, additional trails are clearly an intended consideration, as are trail design structures.

According to Page 54 of Chapter 7 of the 2030 CORP:

It is recognized that further study and/or more detailed information may oftentimes be needed – up to and including neighborhood input – prior to the construction of any trail proposed in this CORP Update. It is understood that such information could adjust not only the location but the type of trail to be constructed. It is therefore recommended that such study, information, and input always be encouraged and solicited. It is further envisioned that opportunities for such studies will typically arise when public infrastructure, such as roads and bridges, are built or repaired.

W. College Avenue is a County right-of-way. Use of Park Impact Fees must be used for “public facilities,” which brings up a concern as to the control or ownership of the project area as further discussed below in “Recommendations.” The City has other examples of using Park Impact Fees on property not owned by the City- eg. Christine Rathke Park and Hike Bike Trail. However those other examples are locations where the

City has leases with the owner. An inter-local agreement with Milwaukee County would need to be negotiated and signed by both parties.

ANALYSIS: Construction in 2016

With the assumption that funds are not available to construct the project in its entirety from S. 27th Street to S. 35th Street, this project has been broken down into five segments (A through E) for Common Council's consideration. The proposed project area is shown on attached exhibits.

- A. This segment would commence at the end of S. 27th Street's construction expected to be completed in 2016. This is essentially at the end of a radius curb and gutter section in front of the KFC property. This segment would extend to the western side of the entrance for the shopping center in the City of Greenfield on the north side of W. College Ave (Dollar Tree, XPerience Fitness, etc). Conceivably, a crosswalk on the west side of the shopping center entrance would allow pedestrians to safely cross the road to visit the commercial establishments. In addition to the commercial properties, there are approximately 3 residential houses on the south side of W. College Ave. A review of the DOT 27th Street plans indicate that a sidewalk is planned for the north side of College (Greenfield's side) westerly to the entrance for the shopping center.
- B. This segment would commence at the anticipated crosswalk for the shopping center and extend west to another potential crosswalk on the west side of S. 31st Street which is in Greenfield. In addition to the Hair Essence, there are approximately 7 residential houses on the south side of W. College Ave. About half of the distance has limited (tight) right-of-way that could potentially require temporary or permanent easements from 5 property owners.
- C. This segment would commence at the anticipated crosswalk for S. 31st Street and extend west to an existing bus stop. Not including the property at the end of Segment B, there is one residential property on the south side of W. College Ave. The shared property with Segment B has tight right-of-way; however the property wholly on Segment C appears to have sufficient right-of-way. There is a creek crossing that warrants further investigation for natural resources special exception.
- D. This segment would commence at the existing Bus Stop where segment B terminates, and extend west to the entrance for The Woodland Apartments. Over half of this segment has tight right-of-way and it includes a community based residential facility (CBRF) and three other residential properties. The side slopes off substantially from the pavement into tree cover that will require careful design. There is a creek crossing that warrants further investigation for natural resources special exception.
- E. This segment would commence on the western edge of the entrance for The Woodland Apartments where there is an existing bus stop. This segment would extend to S. 35th Street and includes not only The Woodland Apartments complex but also one residential property and the Gazebo Park apartment complex. The single family residential property has tight right-of-way but the apartment complexes appear to have sufficient right-of-way. A crosswalk should be installed across S. 35th Street to connect to an existing sidewalk system on the west side of S. 35th Street.

Common Council should be reminded that W. College Avenue is a County Trunk Highway (ZZ). Any construction details would need to be discussed with Milwaukee County Engineering Staff for acceptable standards of clear zone issues. Potentially, the bridge sections (technically "large culverts") may need to be extended southerly because of the limited pavement width. This could potentially be a significant expense to the project budget.

THIS PROJECT HAS NOT BEEN DESIGNED. However, Staff has done a preliminary review and has estimated probable construction costs as follows for each segment. A 30% contingency factor has been applied to the construction costs shown.

Segment	Estimate
A	\$45,000
B	\$64,900
C	\$28,900
D	\$111,900
E	\$36,750
Total	\$287,450

Common Council will need to determine available City funding and give direction to Staff on desired construction for 2016.

Staff makes the following **recommendations and observations** for Common Council consideration:

1. The Engineering Department has just filled the position of Project Engineer and plans to do necessary field survey leading to design for this project first. Regardless of Common Council decision, these plans could be used for construction in 2016 or put on the shelf for later construction.
2. Contact with CDBG staff indicates that the anticipated \$65k award could be used for a project that does not extend the entire project length from S. 27th Street to S. 35th Street and that the project may be done in portions.
3. The City Attorney should be asked to review and confirm the potential applicability of park related impact fee funds for this project from two perspectives.
 - a. The State statute simply identifies park-related impact fees as applicable to “parks, playgrounds, and land for athletic fields.” Although our CORP may appear to suggest any sidewalk/path/trail shown within the CORP has a potential for use of impact fees, the state statute itself doesn’t specifically make such a clear definition. As such after design characteristics and project scope are set, the City Attorney should evaluate the applicability of the project under Wisconsin Statutes 66.0617 “Impact Fees.”
 - b. Confirm the steps or agreements necessary to ensure that a project on property owned by another governmental unit complies with the statutory requirement for expenditures for “public facilities.” Again, the statute provides a definition of “public facilities,” but the definition is not perfectly clear as to its full extent. In general terms, the City has operated under the requirement that the City must have some lease or controlling interest in the property on which park impact fees have been used that covers, or can reasonably be expected to cover, the anticipated life of the capital investment. This requirement was not a component of a fully-funded CDBG project.
4. The appropriate County official should be contacted to clarify any constraints on the County’s participation in the project. The commitment from the County’s Director of Transportation applied to

working with the City for a fully-funded sidewalk project the full length of the roadway to the extent identified. Any change in the scope or design components would require their continued commitment.

5. Coordination with the City of Greenfield may be beneficial and potentially involve a cost share.
6. A neighborhood meeting should be conducted in cooperation with the District 3 Alderman to gather input from area residents prior to commencing with Engineering Design work for a sidewalk or trail on West College Avenue.
7. A College Avenue trail could be approved and authorized by action of the Common Council and receiving permit to construct and occupy within the County right-of-way.

OPTIONS

1. Table issue. Or
2. Direct staff to further implement some or all sections of the project. And/or
3. Determine what portions of walk are CDBG eligible. And/or
4. Continue to work with the County on obtaining full CDBG funding.
5. Determine a phased project and which segment can be completed with available funding i.e. CDBG/budget amendment /impact fees.

FISCAL NOTES

From the CDBG Application, the \$340,000 was distributed as follows:

\$287,450	Construction
\$ 52,550	Consultant / Professional Services
\$340,000	Total CDBG Project Budget

If the anticipated award is received and Staff performs survey and design services in-house, the project would be short \$222,450.

\$287,450	Construction per CDBG Application (27 th to 35 th)
\$-----	Consultant / Professional Services (use in-house resources)
(\$65,000)	Anticipated CDBG Award
\$ 222,450	Total Shortfall for entire project (27 th to 35 th)

2015 General Park Appropriations in the Capital Improvement Fund are available for a 2015 external engineering project award.

The Proposed 2016 Capital Improvement budget does not include this project. Potential funding sources would include the CDBG grant and use of the General Fund transfer included in the 2016 Budget. An appropriation would also be needed to advance this project.

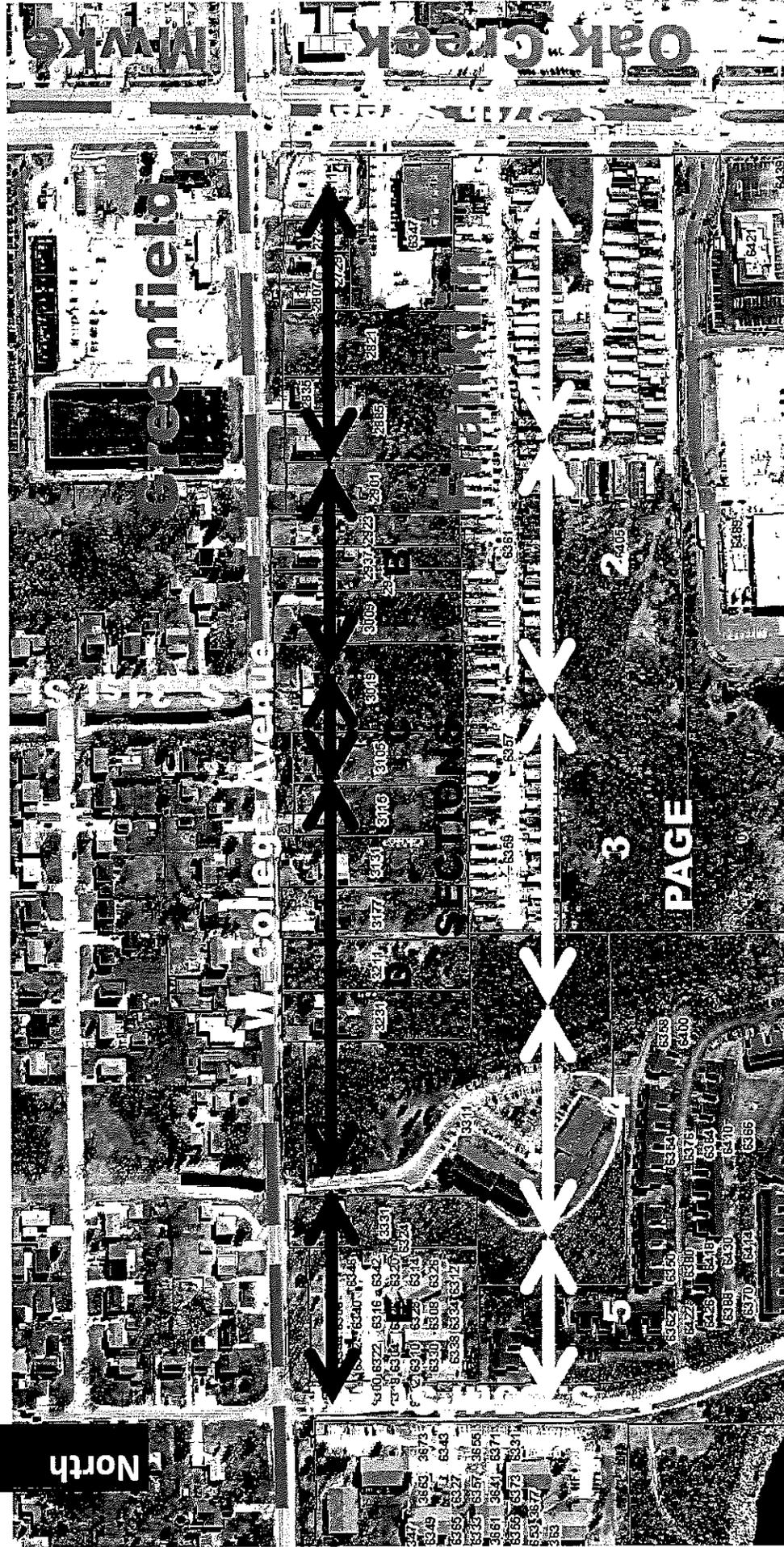
RECOMMENDATIONS

Direct Staff to further implement project and continue to work with the County on obtaining full CDBG funding.

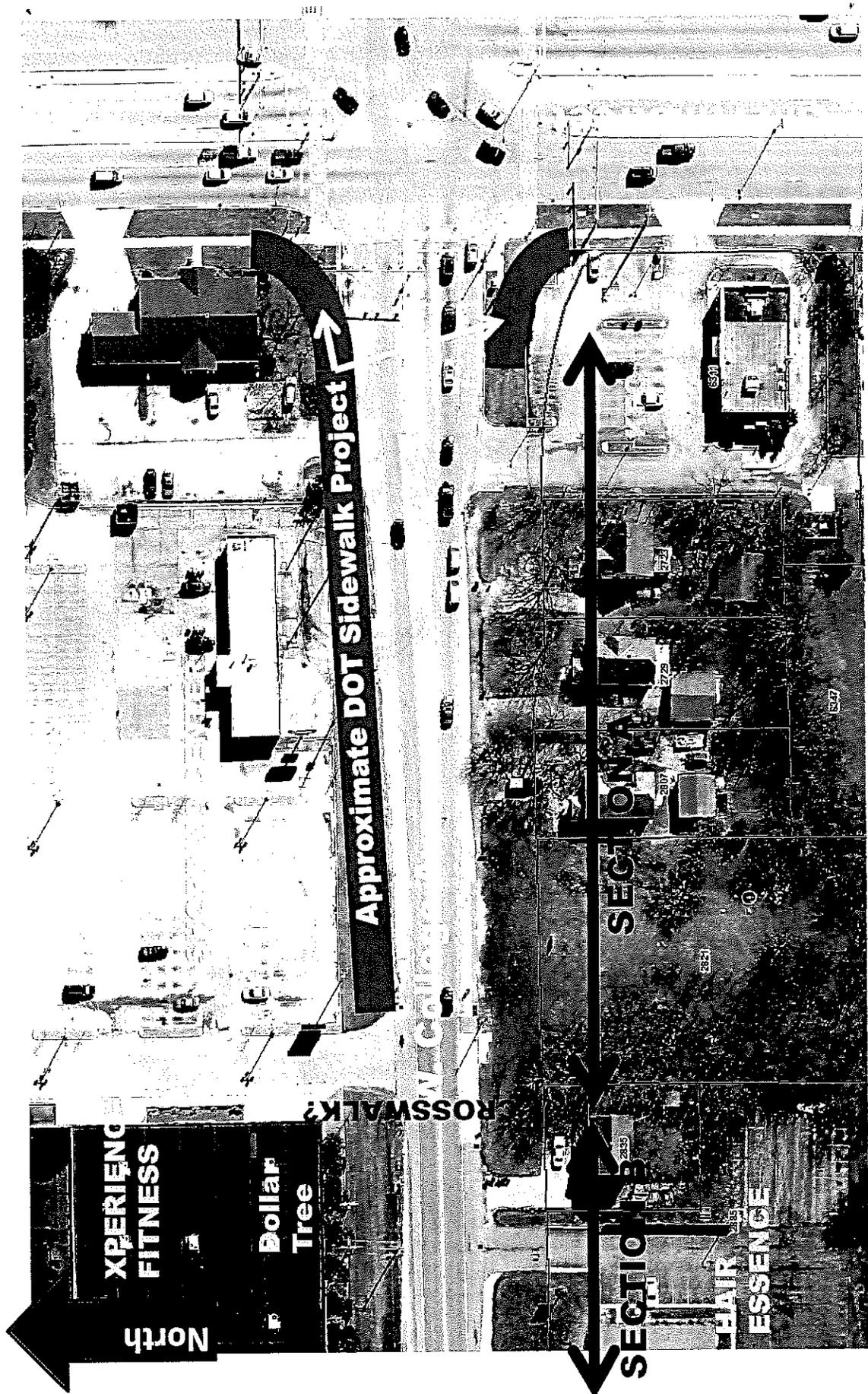
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W. College Avenue Sidewalk Project

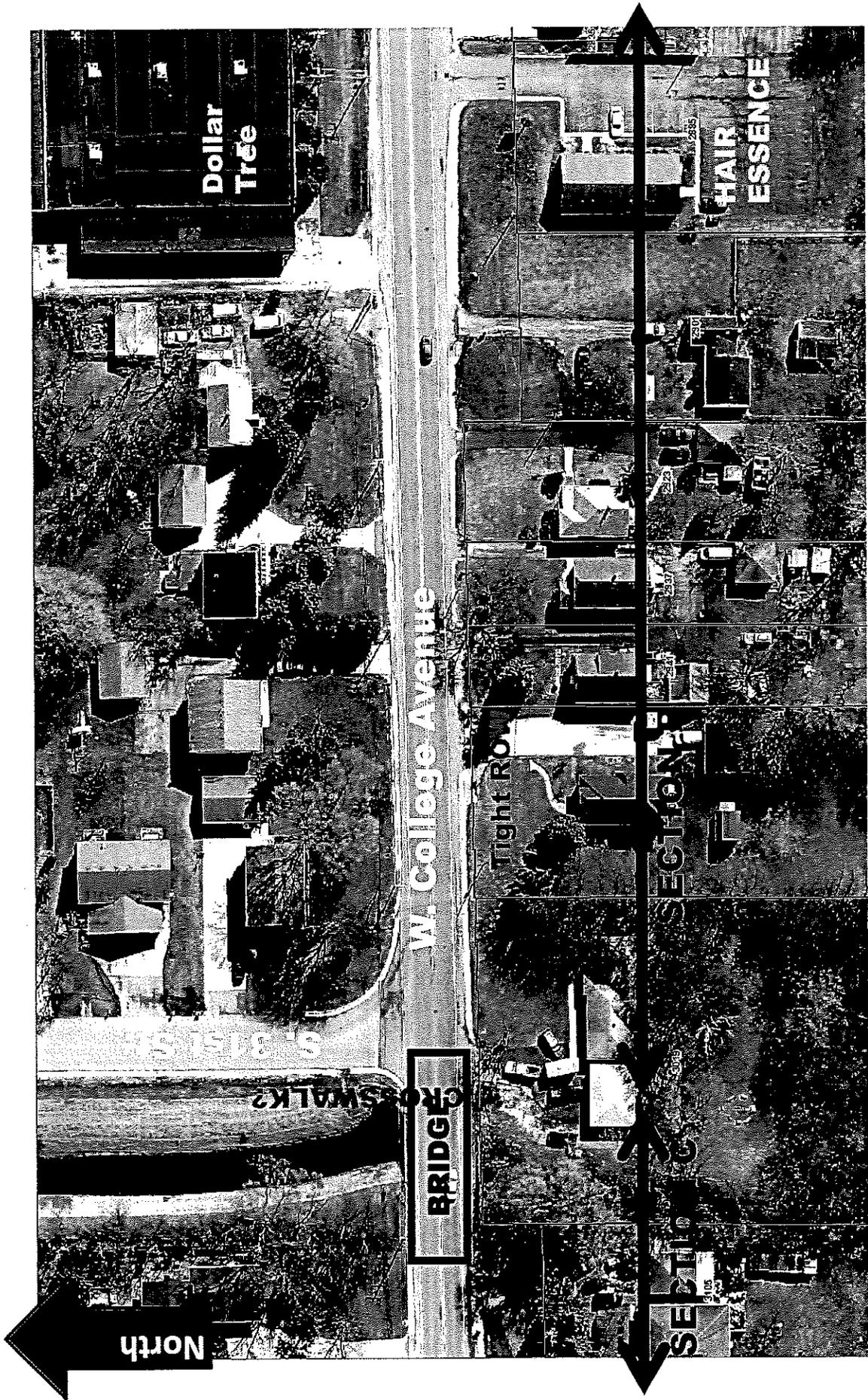
Sections A-E



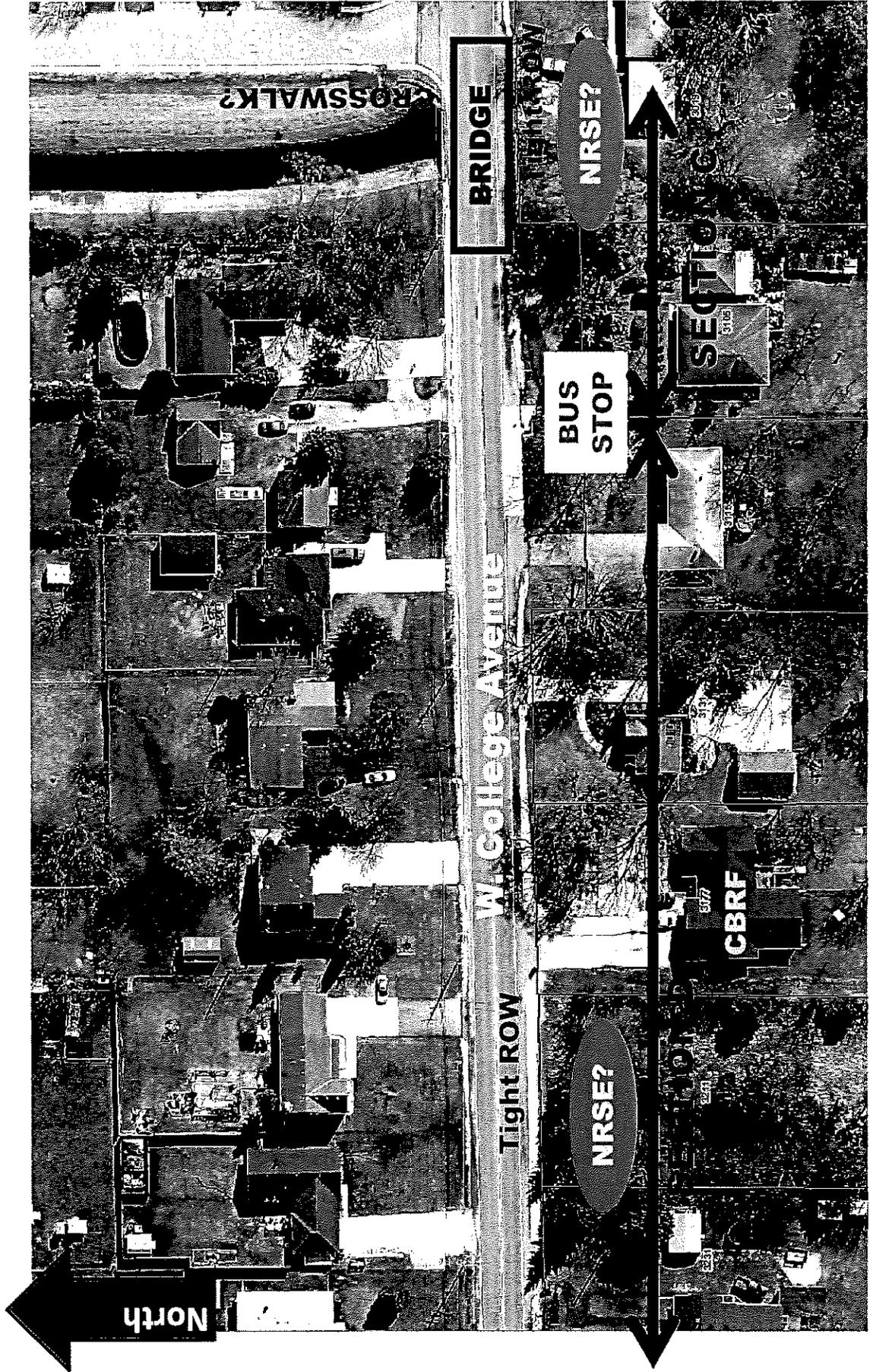
**W. College Avenue Sidewalk Project
Page 1 (Sections A-B)**



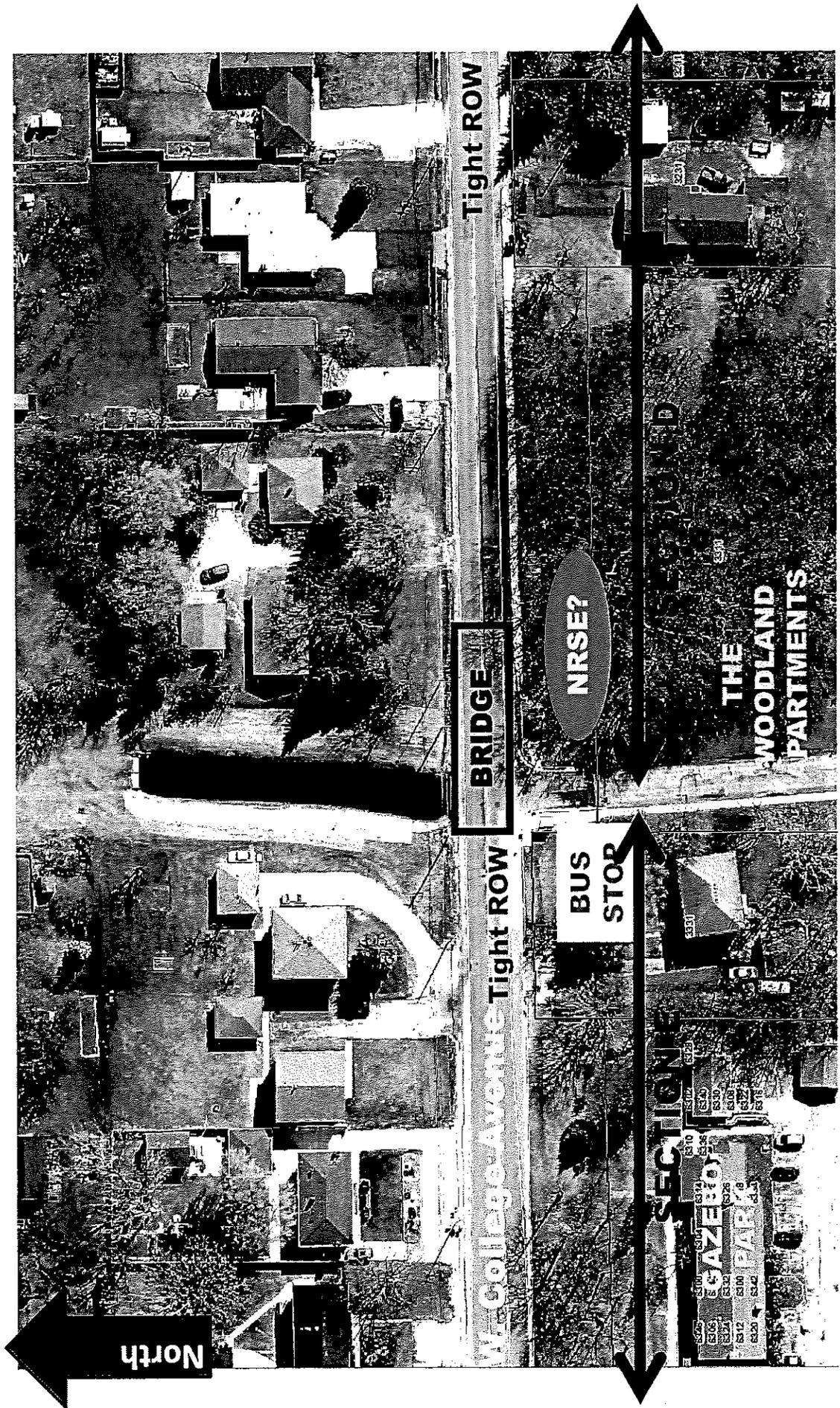
**W. College Avenue Sidewalk Project
Page 2 (Sections B-C)**



**W. College Avenue Sidewalk Project
Page 3 (Sections C-D)**



**W. College Avenue Sidewalk Project
Page 4 (Sections D-E)**



**W. College Avenue Sidewalk Project
Page 5 (Section E)**



APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/2015
REPORTS & RECOMMENDATIONS	Contract for Annual Assessment and Property Revaluation Services with Tyler Technologies for the Period 2016-2018	ITEM NUMBER G.11.

Since 2004, the City of Franklin has contracted with Tyler Technologies Inc. for three assessment-related services: 1) role of Statutory Assessor, 2) annual maintenance services, and 3) periodic revaluation services. The current contract is a 3-year "combined" contract for all three services which expires December 31, 2015. The City has been very pleased with Tyler Technologies 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 performs these services for other municipalities in the region and in the state.

The following table shows the current and proposed costs for a new 3-year (2016-2018) agreement for the annual assessment related services:

	2015 (Current)	2016	2017	2018
Assessor Services	\$80,000	\$82,000	\$83,000	\$84,000
Maintenance Services	\$40,000	\$41,000	\$41,700	\$42,400

These costs reflect a 2.5% increase for 2016, a 1.38% increase for 2017, and a 1.36% increase for 2018.

Revaluation Services: The last full revaluation took place in 2010 at a cost of \$102,000. Recall that the 2013 budget called for an "Interim Market Update" revaluation, which is based upon statistical review and is allowed under State statute, which cost \$49,000. This was in place of a full revaluation. The proposed budget for 2016 anticipated returning to a full, field-verified revaluation. An additional appropriation of \$40,500 was proposed to go along with booked expenses of \$68,000 from 2015 and 2014. (By spreading the costs out to each year through accounting mechanisms, the budget for such services remains more stable.) In the light of the call for additional under expenditures in 2016, I have reevaluated the proposed revaluation strategy.

It is possible, meaning legal, to again employ the "Interim Market Update" strategy. The assessment manual recommends that the Interim Market Update methodology be used within 5 years of a full field market revaluation, but that is not a requirement. Although our last full field revaluation was 2010, the City could add an additional step that improves the overall database and provides sufficient information for employing the Interim Market Update each of the next three years. That additional step would be a City-wide update of the digital photos for all commercial and residential properties. Our photo database has not been updated for 20 years. New construction is added, but existing structures have not been re-photographed. Mark Link, the City's Assessor, indicates that if the City re-photographed all of the improved parcels, those photos could be used for an effective proxy for a field review. Any parcel where the new photo and historical record appeared in conflict would be visited. As each digital photo would be reviewed against the property record, this added step would be more labor intensive (and costly) than a simple Interim Market Update. It would, however, be significantly less than the full revaluation. The digital photos become part of our electronic assessment records and become the property of the City. If the photos can be completed before the snow flies, they will be taken. If snow cover occurs before completion, the remaining photos will be taken before the new spring growth.

Instead of a contract for \$108,500 for a full revaluation, the digital photo documentation would cost \$19,500 and the interim market update with a complete review and consideration of each photo would be \$69,900. The net savings from the budgeted amount would be \$19,100.

Importantly, with the improved database and photo review in 2016, Mr. Link is confident that the City could then perform an annual revaluation again in 2017 and 2018 for costs of just \$34,500 and \$32,000 respectively. Switching to an annual revaluation would significantly smooth out the impact on individual parcels of the revaluation process. Property valuation changes would occur more gradually and would remain more consistent with the market place. In this manner, the City can save money, while enhancing the database, and mitigating and smoothing the impacts of periodic revaluations. The City Assessor is confident that the same level of accuracy can be maintained during this period, provided the photo step is incorporated.

A full revaluation, for example, generates a comparable properties sheet for each property and each of those is reviewed. The Interim Market Update performs the same level of market and sales analysis and regression analysis that is performed for the full revaluation; it is just all market and statistically based. All of the standards of the State assessment manual are maintained. As always, any revaluation conclusions are based on actual sales data. Sample properties are reviewed for consistency, and an analysis is executed to identify exceptions and outliers, which are then each reviewed for accuracy. Through these steps, the Assessor is confident that the results will hold up to any challenge to the same degree as the full revaluation.

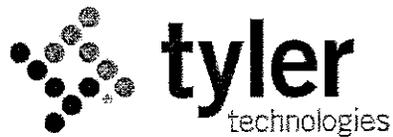
The service is not required to be bid out, but the City does want to ensure the rates are competitive. As to the photographic step, Tyler Technologies is performing the step for Caledonia in 2016 for a cost of \$2.10 per parcel and for Greendale at a cost of \$1.61 per parcel. Not being as spread out as Caledonia and having more parcels for a greater economy of scale than Greendale, the Franklin cost amounts to \$1.51 per parcel. Similarly the cost per parcel for the 2016 revaluation for Franklin is \$5.45, which compares favorably to a similar service Tyler will perform in Muskego for \$5.57 per parcel and in Greendale for \$6.30 per parcel. Caledonia's market update in 2016 is slightly cheaper at \$4.61 per parcel. Importantly, the revaluation cost for Franklin in 2017 and 2018 drops to \$2.69 and \$2.50 per parcel, respectively.

Tyler Technologies has recently changed the format of their agreements as well as their boiler plate language. Exhibit C (Statement of Work) of the proposed contract (Pages 12-22), however, is the exact same wording as Schedules A-D (pages 21-42) of our current contract, with the exception of the general language changes needed in relation to referencing the "Interim Market Update" revaluation instead of the full market revaluation. Most of the language is the same no matter which of the reassessment method is selected. The digital photos are incorporated into page 10 as an optional service. (Please note that it is Tyler Technologies' intent that the three-year schedule of revaluation services at these rates is dependent upon the digital photo records update. If that option is not selected, they would not be in a position to execute the contract if awarded.) The new front part of the service agreement (pages 1-8), however, tends to be boiler plate issues, and it has been restructured. The Director of Administration will attempt to review this portion prior to the Common Council meeting, but recommends that the approval of the agreement be made subject to approval by the City Attorney as to form.

Staff recommends approval of the contract to perform an annual Interim Market Update and the other regular annual services. If a contract for a full revaluation is preferred, the item could be tabled, so that such a contract could be brought forth.

COUNCIL ACTION REQUESTED

Motion to accept the proposed agreement between the City of Franklin and Tyler Technologies for annual assessment and property revaluation services for the period 2016 through 2018, subject to approval by the City Attorney, and to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute such contract.



SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client is in need of Annual Assessment Services; and

WHEREAS, Tyler is agreeable to performing said services to fulfill the needs of the Client;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this Services Agreement.
- **“Client”** means the CITY OF FRANKLIN, WISCONSIN, 9229 W. Loomis Road, Franklin, WI 53132.
- **“Effective Date”** is January 1, 2016 or the date on which your authorized representative signs the Agreement, whichever is later.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – PROFESSIONAL SERVICES

1. **Services.** We will provide you the professional services, consistent with industry standards, as described in the Statement of Work attached hereto as Exhibit C.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in Exhibit A – Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards and the specifications described in the Statement of Work – Exhibit C.
4. **Site Access and Requirements.** You agree to provide us with full and free access to your personnel as may

be reasonably necessary for us to provide services, subject to any reasonable security protocols or other written policies provided to us.

5. Client Assistance. You acknowledge that the services we provide under this Agreement are a cooperative process which may require the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for the services. This cooperation includes at least working with us to schedule the services you have contracted for. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
6. Change in Legal Requirements. The parties acknowledge that the terms and conditions of this Agreement are based on the laws, rules and regulations as of the Effective Date. In the event any applicable laws, rules or regulations change so as to create additional work for us not provided for in this Agreement, Client shall allow us a reasonable extension of time to complete the services, and additional compensation as provided in Section C(3) below.
7. Data Ownership. You retain all ownership to the data collected by us as necessary to provide the services. We shall not use or copy any such data except to the extent necessary to provide the services pursuant to the terms of this Agreement.

SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).
2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above.
3. Additional Services. The Investment Summary contains the related costs required for the project based on our understanding of the specifications you supplied and of the laws, rules and regulations applicable to the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum outlining the costs for the additional work. The price quotes in the addendum will be valid for thirty (30) days from date of issuance.

SECTION D – TERM AND TERMINATION

1. Term. This Agreement shall commence on the Effective Date and shall continue through December 31, 2018. This Agreement may be renewed upon written mutual agreement of the parties.

2. For Cause. You may terminate this Agreement for cause in the event we don't cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section F(2), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination.
3. For Convenience. Either party may terminate this Agreement for convenience on thirty (30) days prior written notice to the other party. In the event of termination for convenience, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred and/or delivered, prior to the effective date of termination.
3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct, and with respect to the degree to which you and your agents, officials and employees are free from negligence.

1.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct, and with respect to the degree to which we and our agents, officials and employees are free from negligence. Nothing contained in this Section E.1.2 is intended to be a waiver or estoppel of your or your insurer to rely upon the limitations, defenses and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 5.893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

2. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
3. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER**

OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1) ABOVE.

4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability with respect to appraisal services of at least \$1,000,000 aggregate; and (d) Workers Compensation complying with applicable statutory requirements. We will add you to our Commercial General Liability insurance policy as an additional insured, and will provide you with copies of certificates of insurance upon written request.

SECTION F – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional services at our then-current list price by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
3. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes arising from our performance of this Agreement.
4. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S.

Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

6. Conflict of Interest. We covenant that we have no public or private interest, and will not acquire directly or indirectly any interest that would conflict in any manner with the performance of our services. We warrant that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of yours 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.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. No Assignment. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that your consent is not required in the event we have a change of control.
9. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
11. Purpose/Use Of Appraisals. Tyler by virtue of this agreement is contracted to provide certain services specified herein and recommendations of value to the Client which are intended for exclusive use by the Client for determinations of assessment for ad valorem tax purposes. Any use other than that stated above is not authorized nor intended, and most specifically excluded is an opinion of value used for federally related real estate transactions or other mortgage purposes
12. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
13. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
14. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
15. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
16. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5)

days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

17. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
18. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
19. Non-Solicitation. During the term of this Agreement and for a period of six (6) months following the termination of this Agreement, you will not (i) solicit for employment, or (ii) hire, any employee of ours without our express written consent. This provision shall not restrict a Tyler employee from seeking or gaining non-supervisory or non-management employment positions with the Client in accordance with the City's Civil Service Ordinance.
20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
21. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.
22. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.
23. Records and Inspection of Work. Tyler 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, Tyler shall make such records available for inspection by the Client at up to one (1) time per year with a minimum one (1) week advanced notice and at the Client's expense.

24. Contract Documents. This Agreement includes the following exhibits:

- | | |
|-----------|------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Statement of Work |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.
Appraisal & Tax Division

City of Franklin, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
4100 Miller Valentine Court
Moraine, OH 45439
Attention: David J. Johnson,
President CLT Appraisal Services

Address for Notices:

City of Franklin, Wisconsin
9229 W. Loomis Road
Franklin, WI 53132
Mr. Mark Lubberda,
Director of Administration



The following Investment Summary details the services to be delivered by Tyler Technologies, Inc. to Client under this Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

Schedule A (Assessor Services):

The Client shall pay Tyler a fee of **EIGHTY-TWO THOUSAND DOLLARS (\$82,000.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2016, through December 31, 2016.

The Client shall pay Tyler a fee of **EIGHTY-THREE THOUSAND DOLLARS (\$83,000.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2017, through December 31, 2017.

The Client shall pay Tyler a fee of **EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2018, through December 31, 2018.

Schedule B (Annual Maintenance Services):

The Client shall pay Tyler a fee of **FORTY-ONE THOUSAND DOLLARS (\$41,000.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2016, through December 31, 2016.

The Client shall pay Tyler a fee of **FORTY-ONE THOUSAND SEVEN HUNDRED DOLLARS (\$41,700.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2017, through December 31, 2017.

The Client shall pay Tyler a fee of **FORTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$42,400.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2018, through December 31, 2018.

Schedule C (2016 Revaluation Services With Optional Digital Photos):

The Client shall pay Tyler a fee of **SIXTY-NINE THOUSAND NINE HUNDRED DOLLARS (\$69,900.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2016, through December 31, 2016.

The Client shall pay Tyler a fee of **THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS (\$34,500.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2017, through December 31, 2017.

The Client shall pay Tyler a fee of **THIRTY-TWO THOUSAND DOLLARS (\$32,000.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2018, through December 31, 2018.

Optionally, the Client may elect for Tyler to provide digital photos to be taken and inserted into the electronic record for each such parcel for fee of **NINETEEN THOUSAND FIVE HUNDRED DOLLARS (\$19,500.00)**. The Client shall notify Tyler in writing to exercise this option no later than 60 days after the Effective Date.



Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the services set forth in the Investment Summary and Statement of Work of your Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

Invoicing: We will invoice you for the applicable services in the amounts described in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your Services Agreement.

1. **Professional Services.**

For the work to be performed under Exhibit C, Schedule A and Schedule B, invoices shall be submitted at the beginning of each month based upon percent of work completed. 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 start of Board of Review.

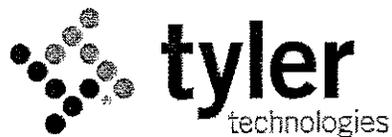
For the work to be performed under Exhibit C, Schedule C, invoices shall be submitted monthly for an amount equal to the progress reported during the previous month. The monthly invoices shall reflect the percentage of work completed less six percent (6%) retainage to be paid out following successful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

2. **Expenses.** The service rates in the Investment Summary include travel expenses.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date.

We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating Account



Statement of Work

The following Statement of Work details the services to be delivered by Tyler Technologies, Inc. to the Client under your Services Agreement. This Statement of Work is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your Services Agreement.

Schedule A – Assessor Services

Assessment Duties of Tyler as Statutory Assessor

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

- A. **Administration.** A representative of Tyler shall, for the 2016, 2017 and 2018 assessment years, be the Statutory Assessor for the Client 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.** Tyler shall provide normal and customary assessment services (office hours) of eight (8) days per month as the Statutory Assessor. The Statutory Assessor may designate a qualified and responsible Tyler 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 Client and Tyler. These hours and office availability shall be in the City of Franklin at a location approved by the Client.
- C. **Assessment Maintenance Services.** Tyler shall, through the Statutory Assessor, supervise, oversee, and ensure the successful performance and completion of all assessment maintenance services to be performed by Tyler 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 Tyler as described in Chapter 70 of the Wisconsin Statutes.
 - 3. Should Tyler 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, Tyler shall place a doormage assessment on the property as described in D.2. above.

- E. **Assessment Roll and Change Notices.** Cooperatively with the Client, Tyler shall prepare an assessment roll and associated Notices of Assessment Change. Utilizing the resources of the Client, 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 Tyler staff and Client staff as authorized within the Assessor's Office, Tyler shall conduct Open Book sessions in accord with procedures and practices established by Tyler. During such sessions and as appropriate, Tyler shall defend or modify the values laid out in the assessment roll. For the 2016, 2017 and 2018 Assessment Roll, Tyler shall have a representative present during all scheduled hours of Open Book.
- G. **Board of Review.** Utilizing primarily Tyler staff and Client staff as authorized within the Assessor's Office and City Attorney's Office, Tyler shall defend all Assessment Roll valuations for the years 2016, 2017 and 2018 before the Board of Review (BOR) as required by the Wisconsin Statutes. Tyler shall coordinate the scheduling of the BOR hearings through the Client, utilizing Client resources to complete said tasks. Tyler 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, Tyler shall upon written request from the Client appear as necessary to continue their defense of any appealed value.
- H. Within 10 days of close of Board of Review, Tyler will provide the Client's Finance Director/Treasure and City Clerk with a written summary as a follow up to all correction-of-error letters issued.
- I. Complete and timely file with the Department of Revenue all required annual reports including the Municipal Assessor Report (MAR), the Tax Incremental District Assessment Report (TAR), the Exempt Computer Report (ECR) and the Annual Assessor's Report (AAR).

Schedule B – Annual Maintenance

Annual Maintenance Assessment Duties

Tyler will perform all necessary and required assessment maintenance services. Tyler will perform these services under its own direction from the Tyler 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 Tyler 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, 2016, and continue through December 31, 2018.
- 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 2016, 2017 and 2018 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 2016 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, Tyler 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. Tyler 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

Tyler will perform an Interim Market Update Revaluation of all taxable real property for assessment years 2016, 2017 and 2018 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 Tyler will provide as part of our Agreement:

During the progress of the work, Tyler will endeavor to promote understanding and amicable relations with the taxpayers and public. The Client and Tyler shall cooperate in maintaining good public relations throughout the Revaluation Program. Tyler shall furnish speakers and the Client 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 Client and Tyler 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. Tyler shall submit a

recommended public relations plan to the Client by 1/31/2016.

3.0 VALUATION ESTIMATES

Tyler 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, Tyler will educate the Client's staff in the use of procedures, standards and records for making property appraisals so that the Client can check the work as it progresses.

5.0 QUALITY AND TYLER PROGRESS CONTROL

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

Both parties acknowledge that the Client does not have the staff qualified to monitor and evaluate in detail the revaluation services provided by Tyler; however, throughout the revaluation, the Client, or a representative designated by the Client, may check work being performed by Tyler to assure the Client that the work is being done in a proper manner. Tyler shall periodically batch record cards and computer-generated output, and submit them to the Client at the following intervals:

- a. Completion of land value analysis.
- b. Completion of cost approach calculations/cost review.
- c. Completion of income approach.
- d. Completion of market analysis.
- e. Prior to sending Notices of Assessment.

As mutually agreed, the Client 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 Client'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 Client; 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, Tyler 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), Tyler shall prepare an analysis and report to address the potential reasons for and impacts of the greater variance.

Tyler 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 Client Attorney will be the interpreter of the specifications of the Agreement.

6.0 CONFIDENTIALITY OF INFORMATION

Tyler 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

Tyler will use the Client's UNIVERSTM 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 Client.

8.0 PERSONNEL

All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. Tyler will provide and update the Client with a listing of personnel assigned to the Project, including each individual's full name, address, and date of birth. Tyler shall supply all its field representatives with identification cards, in a form acceptable to the Client, containing, in addition to the usual information, a photograph of the employee. The Client reserves the right to require Company employees to use identification cards in a form as provided by the Client.

Tyler shall designate a qualified and responsible employee to function as Statutory Assessor for the Client and shall designate this same employee to supervise the operation of Tyler'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 Client, which approval shall not be unreasonably withheld. Tyler may assign other or additional project personnel subject to the approval of the Client. The Client shall reserve the right to prohibit an employee of Tyler from participation in services under this agreement, for good cause as it so shall determine. Tyler shall review any complaint relative to the conduct of its employee(s). The Client may also review any such complaint. If the Client deems the performance of any of the employees to be unsatisfactory, Tyler shall remove such employee(s) from work upon written request from the Client, such request stating the reasons for removal.

9.0 ASSESSMENT MANUAL

Tyler shall make all assessments in accordance with the Assessor's Manual as specified in Sections 70.32(1) Wisconsin Statutes, and Tyler shall be responsible for all final values arrived at in compliance with same. Additionally, the Company will follow the Interim Market Update (IMU) process identified on page 4-3 of the WPAM Volume 1.

10.0 PROPERTY RECORD CARDS

The Client and Tyler agree to use the property record card as designed and modified from time to time in the Client's Univer CAMA Software.

11.0 APPROACHES TO VALUE

11.1 Type of Approach

Tyler 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

Tyler shall analyze sales data provided by the Client 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 Client.

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 Client.

12.0 DATA FOR EVALUATION

Tyler 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

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

14.0 DATA MANAGEMENT

This section will outline Tyler's procedures for collecting and encoding the data collected into the Client's UNIVERSTM CAMA System.

1. Tyler shall encode or perform data maintenance to all property records in the Client's UNIVERSTM CAMA System as needed as part of the revaluation.
2. Tyler 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.
3. The Client and Tyler 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.
4. Tyler shall present a list of all partial assessments of improvements as of January 1, 2016, to the Client, so that they may be readily identified and assessed for the subsequent assessment roll.

15.0 IMPROVEMENT VALUATION

Tyler 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

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

Tyler 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 Undeveloped, 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 Client.

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 Client.

Having determined basic unit values, Tyler shall apply such to each parcel, making adjustments to account for particular characteristics of the site as required by the Client'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 Client.

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 Client.

17.0 VALUATION OF TAXABLE PERSONAL PROPERTY

Refer to Schedule A of this agreement.

18.0 FINAL ANALYSIS

Prior to open book conference, the Company will perform a final analysis to compare the indicated value against sales information concerning the same parcel and comparable sales.

For commercial properties where a determination of value has been made via the income approach after considering the factors under 70.32, Stats., the 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 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 analysis review work as performed by the Company.

19.0 CLIENT TO REVIEW ASSESSMENTS

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

20.0 OPEN BOOK CONFERENCE

Upon completion of the Client's review of assessments and prior to the completion of the assessment rolls, Tyler 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 Tyler personnel, approved by the Client, will be available to conduct open book conferences, Monday through Friday, at a place designated by the Client. 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 Client and Tyler 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.

Tyler 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 approved by the Department of Revenue as provided in Section 70.365 to be supplied by the Client. Tyler 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 five (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 Client.

21.0 COMPLETION OF ASSESSMENT ROLL

Tyler shall complete the 2016 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 Tyler to the Client. Tyler, 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 Client.

22.0 BOARD OF REVIEW

A certified member(s) of Tyler'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 Tyler shall make available a qualified representative(s) upon request from the Client, 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 CLIENT

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

23.1 Access to Records

The Client shall allow access and make available to Tyler, Client 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 Client, 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 Client.

23.3 Provision of Forms

The Client 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 Client 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 Client and Tyler to complete a successful project.

23.5 Notices for New Assessments

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

23.6 Miscellaneous General Agreements

The Client governing body shall refrain from interfering with or influencing any value estimate by Tyler.

The Client shall aid Tyler in a responsible promotion of public information concerning the work under this Agreement.

23.7 Hardware Requirements

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

23.8 Client shall provide personnel assistance to Tyler in accomplishing assessment related activities. This assistance will include, but not be limited to, providing informational services to the public during times when Tyler 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 Client and Tyler. 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 Client's obligations as set forth herein.

23.9 Client will make available to Tyler access to a computerized system of valuation. Tyler shall facilitate the automation of property records utilizing such computerized system of valuation. Both Tyler and Client 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 Client.

23.10 Client shall provide, at no cost to Tyler, suitable office space and all necessary accoutrements to allow Tyler 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.

24.0 GENERAL PROVISIONS

24.1 Tyler Responsibilities

Tyler 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, Tyler shall turn over to the Client 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 Client 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 Client

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

Tyler shall submit a detailed project plan by 01/01/16. The plan will include key milestone dates needed for the successful completion of the revaluation process.

Schedule D – Additional Services

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

Tyler’s time and materials hourly rates for calendar year 2016, 2017 and 2018 are as follows:

<u>Category</u>	<u>On-Site (\$)</u>	<u>Full 8 Hour Day (\$)</u>
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. Tyler will notify the Client of said changes in writing not less than 30 days in advance of said change.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/15
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.

See attached list from meeting of November 17, 2015.

COUNCIL ACTION REQUESTED



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee

Agenda*

Aldermen's Room

November 17, 2015 – 5:50 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Premise Description Change for Class B Combination License 6:00 p.m.	Point After LLC 7101 S 76 th St Franklin, WI 53132 The Point After			
Operator – New 2015-16	Stephanie D Anderson 6930 S 20 th St, #2309 Oak Creek, WI 53154 Chili's Bar & Grill			
Operator – New 2015-16	Jessica R Hennlich 2804 Stonebridge Dr Racine, WI 53404 Walgreen – W. Loomis Rd			
Operator – New 2015-16	Jonni M Paluchniak 808 Yout St Racine, WI 53402 7-Eleven			
Operator – New 2015-16	Holly A Smith 6410 W Burdick Ave Milwaukee, WI 53219 Walgreen – S. 76 th St			
Amusement Device Operator 2015-16	Stryker Rich Amusements 5333 Hainers Way Oconto, WI 54153 Don Aric Patenaude, Owner			
3.	Adjournment			
		Time		

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

APPROVAL <i>slw pal</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 11/17/15
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1
<p>Attached are vouchers dated November 3, 2015 through November 12, 2015 Nos. 158534 through Nos. 158712 in the amount of \$ 1,086,585.73. Included in this listing are EFT's Nos. 3008 through Nos. 3018 and Library vouchers totaling \$ 8,668.57.</p> <p>Early release disbursements under Resolution 2013-6920 in the amount of \$ 538,013.47 are provided on a separate listing and are also included on the complete disbursement listing.</p> <p>The net payroll dated November 13, 2015 is \$ 337,266.74, previously estimated at \$ 350,000.00. Payroll deductions for November 13, 2015 are \$ 189,182.38, previously estimated at \$ 200,000.00.</p> <p>The estimated payroll for November 27, 2015 is \$ 351,000.00 with estimated deductions of \$ 375,000.00.</p> <p>Attached is a list of property tax refunds Nos. 14887 dated November 5, 2015 in the amount of \$ 66.02. This disbursement has been released as authorized under Resolution 2013-6920. Voided check in the amount of \$ (66.02) is separately listed.</p> <p style="text-align: center;">COUNCIL ACTION REQUESTED</p> <p>Motion approving net general checking account City vouchers in the range of Nos. 158534 through Nos. 158712 in the amount of \$ 1,086,585.73 dated November 3, 2015 through November 12, 2015.</p> <p>Motion approving the net payroll dated November 13, 2015 in the amount of \$ 337,266.74 and payments of the various payroll deductions in the amount of \$ 189,182.38 plus any City matching payments, where required.</p> <p>Motion approving the net payroll dated November 27, 2015 estimated at \$ 351,000.00 and payments of the various payroll deductions estimated at \$ 375,000.00, plus any City matching payments, where required.</p> <p>Motion approving property tax disbursement in the amount of \$66.02 dated November 5, 2015.</p>		