

CITY OF FRANKLIN
COMMON COUNCIL MEETING*
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA**
TUESDAY, JANUARY 22, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B.
 - 1. Citizen Comment Period.
 - 2. Mayoral Announcement – Update from January 14, 2019 Intergovernmental Cooperation Council Meeting.
- C. Approval of Minutes:
 - Regular Common Council Meeting of January 8, 2019.
- D. Hearings.
- E. Organizational Business.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. Mayoral Proclamation: Light and Unite RED (County-Wide Annual Initiative to Shine a Spotlight on the Dangers of Substance Misuse).
 - 2. Appointment of Courtney Day as Director of Health and Human Services. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(c) and (f) to Consider Employment, Promotion, Compensation, or Performance Evaluation Data of a Public Employee Over which the Common Council has Jurisdiction or Exercises Responsibility and to Consider Financial, Social or Personal Histories of Specific Persons which, if Discussed in Public, would be Likely to have a Substantial Adverse Effect upon the Reputation of any Person Referred to in such Histories, and may Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
 - 3. Donation from Salvador and Erlinda Salud to the Fire Department in the Amount of \$300 to be Used Towards Funding Fire Prevention and Education Programs.
 - 4. Update from the Quarry Monitoring Committee on the Suggested Potential Recommendations to Address Citizen Questions and Concerns, as Directed by the Common Council.
 - 5. Review of the Professional Services Agreement Between the City of Franklin and Stantec Consulting Services Inc. for Quarry Monitoring Services for 2019.
 - 6. Lawrence Hoffer Claim on Excessive Assessment - Parcel 740-0122-000.
 - 7. Combined Services Agreement for Annual Assessment Services with Tyler Technologies for the Period 2019-2021.
 - 8. Information Technology Services Agreement with Heartland Business Systems (HBS).

Common Council Meeting Agenda

January 22, 2019

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9. Authorize Staff to Solicit Equipment Considered in the 2019 Highway Equipment Replacement and Capital Outlay Funds and for the Board of Works to Review and Approve.
10. Contract with Quorum Architects, Inc. for Architectural Services Related to the Design and Construction Phases of the City Hall Roof, HVAC, and Fascia Wood Replacement Project.
11. An Agreement to Amend the Contract Between the City of Franklin and Liechty & Associates, Inc. for Design of an HVAC System Replacement for Franklin City Hall.
12. Approval for the City of Franklin to Trade a 1993 Ford F350, VIN 1FDKE30M5PHA43397, for the Village of Hales Corners' 2005 Chevrolet G3500 G-Van, VIN 1GBJG31U251153925.

H. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of January 22, 2019.

I. Bills.

Request for Approval of Vouchers and Payroll.

J. Adjournment.

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

**Supporting documentation and details of these agenda items are available at City Hall during normal business hours.

[Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information, contact the City Clerk's office at (414) 425-7500.]

REMINDERS:

January 24	Plan Commission Meeting	7:00 p.m.
February 4	Committee of the Whole	6:30 p.m.
February 5	Common Council Meeting	6:30 p.m.
February 7	Plan Commission Meeting	7:00 p.m.
February 19	Common Council Meeting	6:30 p.m.
February 21	Plan Commission Meeting	7:00 p.m.

C.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
JANUARY 8, 2019
MINUTES

- | | | |
|--|------|--|
| ROLL CALL | A. | The regular meeting of the Common Council was held on January 8, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderman Mike Barber and Alderman John R. Nelson. Excused were Alderwoman Kristen Wilhelm and Alderman Steve F. Taylor. Also present were City Engineer Glen Morrow, Finance Officer & Treasurer Paul Rotzenberg, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B.1. | Citizen comment period was opened at 6:31 p.m. and closed at 6:35 p.m. |
| JANUARY ICC MEETING | B.2. | Mayor Olson noted that the Intergovernmental Cooperation Council meeting will be held on January 14, 2019 in the Village of Greendale. |
| MINUTES
DECEMBER 18, 2018 | C.1. | Alderman Dandrea moved to approve the minutes of the regular Common Council meeting of December 18, 2018, as presented. Seconded by Alderman Mayer. All voted Aye; motion carried. |
| RES. 2019-7454
GO BONDS NOT TO
EXCEED \$3,045,000
TID 3 | G.1. | Alderman Barber moved to adopt Resolution No. 2019-7454, AN INITIAL RESOLUTION AUTHORIZING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,045,000 FOR TAX INCREMENTAL DISTRICT NO. 3 PROJECTS. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| RES. 2019-7455
GO BONDS NOT TO
EXCEED \$10,830,000 | G.2. | Alderman Barber moved to adopt Resolution No. 2019-7455, AN INITIAL RESOLUTION AUTHORIZING NOT TO EXCEED \$10,830,000 GENERAL OBLIGATION BONDS FOR REFUNDING PURPOSES. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| RES. 2019-7456
SALE OF GO BONDS
\$13,875,000 | G.3. | Alderman Barber moved to adopt Resolution No. 2019-7456, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$13,875,000 TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2019A. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried. |
| RES. 2019-7457
GO BONDS NOT TO | G.4. | Alderman Nelson moved to adopt Resolution No. 2019-7457, AN INITIAL RESOLUTION AUTHORIZING GENERAL |

EXCEED \$6,570,000
TID 6

OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$6,570,000 FOR TAX INCREMENTAL DISTRICT NO. 6 PROJECTS. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

RES. 2019-7458
SALE OF GO BONDS
\$6,570,000

G.5. Alderman Nelson moved to adopt Resolution No. 2019-7458, A RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$6,570,000 GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS, SERIES 2019B. Seconded by Alderman Barber. On roll call, all voted Aye. Motion carried.

RES. 2019-7459
BOND SALE
PUBLICATION NOTICE

G.6. Alderman Dandrea moved to adopt Resolution No. 2019-7459, A RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS RELATING TO BOND SALES. Seconded by Alderman Barber. All voted Aye; motion carried.

SQUAD VEHICLES
PURCHASE

G.7. Alderman Mayer moved to approve the purchase of five Ford Explorer squad vehicles for the Police Department in the amount of \$182,210. Seconded by Alderman Nelson. All voted Aye; motion carried.

RES. 2019-7460
DRIVEWAY AREA
EASEMENTS FOR
SENIOR HOUSING
DEV. AT BALLPARK
COMMONS

G.8. Alderman Barber moved to adopt Resolution No. 2019-7460, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT TWO RECIPROCAL DRIVEWAY AREA EASEMENTS FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SITE PLAN FOR A SENIOR HOUSING DEVELOPMENT AT BALLPARK COMMONS (7220 SOUTH BALLPARK DRIVE) (THE BOLDT COMPANY, APPLICANT). Seconded by Alderman Dandrea. All voted Aye; motion carried.

BALLPARK COMMONS
FINANCIAL REPORT

G.9. Alderman Barber moved to receive and place on file the Ballpark Commons Infrastructure and Site Work Draws Financial Report presented by Finance Officer & Treasurer Rotzenberg.

S. 51ST ST. AND
W. DREXEL AVE.
INTERSECTION
PROJECT

G.10. Alderman Barber moved to direct staff to initiate land acquisition process, and proceed to finalize plans and solicit contractors per compliance with applicable public works bidding requirements for the S. 51st Street and W. Drexel Avenue Intersection Project, with an amendment to the analysis section to include an explanation on the factors that are creating an increase in costs. Seconded by Alderman Dandrea. All voted Aye; motion carried.

NRPP FOR
INNOVATIVE HEALTH
& FITNESS LLC

G.11. Alderman Nelson moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of Scott Cole, Owner of Innovative Health & Fitness, LLC, Applicant, for a Special Exception to Certain Natural

Resource Provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Barber. All voted Aye; motion carried.

ORD. 2019-2351
AMEND UDO FOR
PDD 29 (INNOVATIVE
HEALTH & FITNESS
BUILDING LLC)

G.15. Alderman Nelson moved to adopt Ordinance No. 2019-2351, AN ORDINANCE TO AMEND SECTION 15.3.0434 OF THE UNIFIED DEVELOPMENT ORDINANCE PLANNED DEVELOPMENT DISTRICT NO. 29 (WELLNESS CENTER, MARK CARSTENSEN, INC.) FOR CONSTRUCTION OF AN APPROXIMATELY 25,500 SQUARE FOOT FIELD HOUSE BUILDING, TO ALLOW ADDITIONAL USES AS PERMITTED USES WITHIN THE EXISTING WELLNESS CENTER, INCLUDING BUT NOT LIMITED TO SEASONAL OUTDOOR TRAINING, PHYSICAL THERAPY, SPORTS LEAGUE ANED INDIVIDUAL PLAY, ETC. AND TO ALLOW BUILDING SETBACKS OF 15 FEET AND 30 FEET TO THE NORTH AND EAST PROPERTY LINES, RESPECTIVELY, TO ACCOMMODATE CONSTRUCTION OF A FIELD HOUSE BUILDING (8800 SOUTH 102ND STREET) (SCOTT COLE, OWNER OF INNOVATIVE HEALTH AND FITNESS BUILDING, LLC, APPLICANT). Seconded by Alderman Mayer. All voted Aye; motion carried.

RES. 2019-7461
HOUSING REPORT

G.12. Alderman Mayer moved to adopt Resolution No. 2019-7461, A RESOLUTION TO ADOPT "HOUSING DIVERSITY IN FRANKLIN WISCONSIN, DECEMBER 2018" REPORT, subject to formatting and graphic changes, and changes as outlined on page 10 of the report. Seconded by Alderman Nelson. All voted Aye; motion carried.

NOV. 2018 FINANCIAL
REPORT

G.13. Alderman Mayer moved to receive and place on file the November 2018 Monthly Financial Report. Seconded by Alderman Barber. All voted Aye; motion carried.

INFORMED CONSENT
LETTER FOR LEGAL
SERVICES FOR DPW
BUILDING
AGREEMENT WITH
HALES CORNERS

G.14. Alderman Mayer moved to authorize the Mayor to execute the informed consent letter in the form and content as annexed hereto as requested by the City Attorney for potential conflict of interest with regard to the performance of legal services for the Department of Public Works Building/Facility Intergovernmental Cooperation Agreement between the City of Franklin and the Village of Hales Corners subject matter. Seconded by Alderman Barber. All voted Aye; motion carried.

LICENSES AND
PERMITS

H. Alderman Nelson moved to grant the following licenses:
Grant Operator license to Allison M. Anderson, 3400 S. 54th St., Milwaukee;

Hold Operator license application for appearance for Anna Matecki, 2222 E. Vollmer Ave., Milwaukee; Carson J. Abraham, 8528 S. 68th St., Franklin; Derek J. Olszewski, 4949 S. 72nd St., Greenfield; and

Hold Request for Change in Premise Description for appearance for Mega Marts, LLC, 7780 S. Lovers Lane Rd.

Seconded by Alderman Mayer. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- I. Alderman Dandrea moved to approve City vouchers with an ending date of January 3, 2019 in the amount of \$3,003,78.70; and payroll dated December 21, 2018 in the amount of \$385,862.85 and payments of the various payroll deductions in the amount of \$390,948.96 plus City matching payments; and payroll dated January 4, 2019 in the amount of \$393,732.02 and payments of the various payroll deductions in the amount of \$206,820.23 plus City matching payments; and estimated payroll dated January 18, 2019 in the amount of \$425,000.00 and payments of the various payroll deductions in the amount of \$426,000.00 plus City matching payments; and property tax refunds and investments with an ending date of January 3, 2019 in the amount of \$50,580,536.22. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Mayer moved to adjourn the regular meeting of the Common Council at 7:56 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
Reports and Recommendations	Light and Unite RED Proclamation	ITEM NUMBER <i>G.I.</i>

Background: Light and Unite RED week is a County Wide Annual initiative to shine a spotlight on the dangers of substance misuse. Franklin plans to show support for this campaign by lighting an evergreen outside of City Hall with red lights. Volition Franklin members will provide community members with educational resources and encourage participation in a variety of community and school based event throughout the designated week.

* Members from the coalition will be present at the Common Council Meeting

COUNCIL ACTION REQUESTED

No action requested.

City of Franklin Proclamation

Whereas, substance abuse prevention coalitions within Milwaukee County work together annually to put a spotlight on the dangers of substance abuse during Light and Unite RED week; and

Whereas, this year, Light and Unite RED week will be January 22-27, 2019 to coincide with National Drug and Alcohol Facts Week; and

Whereas, one of the community groups partnering in this event is Volition Franklin; and

Whereas, the confirmed number of drug overdoses deaths in Milwaukee County for 2018 was 327 as of December 31, 2018; and

Whereas, Franklin is not immune to substance misuse as evident by local data; and

Whereas, awareness, knowledge, and community support serve as protective factors against the misuse of alcohol and other drugs; and local leaders in government, schools, businesses, and citizens have the opportunity to participate in Light and Unite RED week; and

Whereas, community members are urged to participate in Light and Unite RED activities and use the color red as a way of symbolizing efforts to prevention substance abuse; and

Whereas, the City of Franklin will be illuminating an evergreen tree in front of City Hall, and high school youth are planning daily prevention activities amongst the student body during Light and Unite RED week; and


Whereas, continued commitment to drug and alcohol education and prevention are imperative; and

Now Therefore, be it proclaimed, that I, Stephen R. Olson, Mayor of the City of Franklin, Wisconsin, on behalf of all the Citizens of Franklin, hereby declare the week of January 22-27 to be Light & Unite RED week in the City and ask all citizens and businesses to join me in recognizing that week.

Presented to the City of Franklin Common Council this 22nd day of January, 2019

Dated: January 22, 2019

Stephen R. Olson, Mayor

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS AND RECOMMENDATIONS	<p style="text-align: center;">Appointment of Courtney Day as Director of Health and Human Services. The Common Council may Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(c) and (f) to Consider Employment, Promotion, Compensation, or Performance Evaluation Data of a Public Employee Over Which the Common Council has Jurisdiction or Exercises Responsibility and to Consider Financial, Social or Personal Histories of Specific Persons Which, if Discussed in Public, Would be Likely to Have a Substantial Adverse Effect Upon the Reputation of Any Person Referred to in Such Histories, and May Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate</p>	ITEM NUMBER <i>G.2.</i>

Mayor Olson and Board of Health Chairman Henry Wengelewski, DDS request confirmation of Courtney A. Day RN; BSN as the City of Franklin Director of Health and Human Services and Health Officer.

The selection and appointment of the Director is defined by both local ordinance and by State Statute.

Ms. Day, a Franklin resident, has been in public health for a total of seven years with three years in her current position as Nursing Supervisor for the City of Wauwatosa Health Department.

Courtney has experience in communicable disease prevention and control, immunization services and surveillance, clinical patient assessments and home visits, and environmental health and safety with rabies prevention, lead, and human health hazard assessments.

Courtney also has public health experience in the planning, implementation, and assessment of the City's Community Health Assessment and Community Health Improvement Plan as well as the Health Department's Strategic Plan. She has participated in numerous quality improvement initiatives as well as received formal quality improvement training through the University of Wisconsin-Milwaukee Six Sigma program.

Her other management duties performed on a daily basis include managing the Maternal Child Health, Childhood Immunization, Childhood Lead Poisoning, and Prevention grants; managing several department social media platforms, and organizing and assisting in the implementation of the Public Health Nurse Residency Program.

As described by ordinance, interviews were held by Chairman Wengelewski, DDS, BOH member Lori O'Neil RN, acting Health Officer Darren Rausch, MS, CPH, and Human Resources Coordinator Dana Zahn. The committee has recommended Ms. Day for appointment and I concur.

Franklin PD is currently conducting the required background check and state certification of Ms. Day's qualifications has been applied for and is pending. She will also need to successfully complete a drug screen. Attached is a copy of her resume and employment offer letter, which remains conditional upon the Council's confirmation and as otherwise noted. The wages comply with policy and are within the introductory portion of the range. Benefits are all consistent with adopted policy.

The item has been placed on the agenda such that the Common Council may enter closed session to discuss the matter if it so desires. With your confirmation, Ms. Day will begin her employment on or about February 25, 2019.

COUNCIL ACTION REQUESTED

Motion to confirm Ms. Courtney Day, RN, BSN as Director of Health and Human Services conditioned on a successful background check, drug screen, and State certification.

The Common Council may Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(c) and (f), to Consider Employment, Promotion, Compensation, or Performance Evaluation Data of a Public Employee Over Which the Common Council has Jurisdiction or Exercises Responsibility and to Consider Financial, Social or Personal Histories of Specific Persons Which, if Discussed in Public, Would be Likely to Have a Substantial Adverse Effect Upon the Reputation of Any Person Referred to in Such Histories, and May Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

(Mayor Olson)

Courtney Day, RN, BSN

8672 S. 51st St • Franklin, WI 53132 • 920-819-3469 • courtneyday25@hotmail.com



▼ Objective

Experienced Public Health Nursing Supervisor of an Accredited local health department seeking career advancement opportunity as the Director of Health and Human Services for the City of Franklin.

▼ Experience

June 1, 2015–Present

Public Health Nursing Supervisor • Wauwatosa Health Department, 7725 W. North Ave, Wauwatosa, WI 53213

- Oversees daily public health nursing division activities
- Involved in the planning, implementation, and assessment of the Community Health Assessment, Community Health Improvement Plan, Department Strategic Plan, and the Youth Risk Behavior Survey
- Coordinator of consolidated grants for department (MCH, Immunization, Lead, Prevention)
- Member of Milwaukee County Child Death Review Team
- Member of Froedtert Hospital Community Health Improvement Advisory Committee

June 6, 2011–May 31, 2015

Public Health Nurse • Wauwatosa Health Department, 7725 W. North Ave, Wauwatosa, WI 53213

- Caseload management included major hospital system, large senior living facilities, and high school student exchange program.
- Assisted in gathering evidence and writing narratives for Public Health Accreditation Board Accreditation Process
- Member of APIC, Safe Kids Southeast Wisconsin, Wauwatosa Bicycle and Pedestrian Committee

June 2002–May 2011

Correspondence Specialist • Humana, Inc, 1100 Employers Blvd, Green Bay, WI 54344

▼ Education

Bellin College, Green Bay, WI (2007-2011)

- Bachelor of Science – Nursing

St. Norbert College, De Pere, WI (1998-2002)

- Bachelor of Arts – History

▼ Communication

- 2018 Presenter at the National Network of Public Health Institutes, National Association of County and City Health Officials, and American Public Health Association Conferences
- 2017-2018 Presenter at multiple Public Health Nurse Residency Sessions
- Presented 2016 Wauwatosa Health Department Budget to the Wauwatosa Finance Committee

Courtney Day, RN, BSN

8672 S. 51st St • Franklin, WI 53132 • 920-819-3469 • courtneyday25@hotmail.com



▼ Leadership

- Six Sigma Yellow Belt Certificate (2018)
- Facilitate two Internal Strategic Plan Workgroups – Continuous Quality Improvement and Workforce Development
- Facilitate the Personal Safety and Injury Prevention Community Health Improvement Plan Committee
- Founding member of the Southeastern Wisconsin Public Health Nurse Residency Program
- Management of Health Department in the absence of Health Officer for 4 months in 2016

▼ References

Lori Nielsen, RN, MPH

- Manager, Population Health, Aurora Health Care
- Phone: 414-219-3594

Shelly Boyd, NP

- Pulmonary and Critical Care NP, Madison Medical Affiliates
- Phone: 262-617-8248

Daniel Michaels

- Emergency Preparedness Coordinator, Madison-Dane County Health Department
- Phone: 608-242-6503

James Beix, MPH, RS

- Emergency Response Coordinator, Wisconsin Department of Agriculture, Trade, and Consumer Protection
- Phone: 608-224-4665



City of Franklin

1/8/2019

Courtney Day

Sent via email to: courtneyday25@hotmail.com

Dear Courtney:

This letter serves as confirmation of our job offer discussed with you earlier. As we discussed, we would like to offer you the position of Director of Health and Human Services.

1. We will mutually agree on a start date, but anticipate that this would be sometime in February 2019.
2. Your starting wage will be \$77,211 annually. As discussed, we typically receive across the board wage increases in July, but note that the 2019 increase was awarded early in January and is incorporated in the above number. We anticipate that progress-to-market (step increases) will still be awarded in July and this is expected to increase your salary by 2.25% (to \$78,948/yr).
3. The Health Department currently works earlier hours than the majority of City Hall. Normal department hours are 8:00 a.m. – 4:00 p.m. with a ½ hour lunch. As discussed, this is a salaried, exempt position and there will be a need for you to work outside normal hours and to attend night meetings. This position does not get paid additional overtime pay but is awarded flex time.
4. Benefits include:
 - a. Sick days – will accrue 8 hours per month beginning after 6 months of employment.
 - b. Vacation days – Typically employees earn 3.08 hours of vacation per pay period when they start. This means that by the time they are here 6 months they have 40 hours of vacation on the books. They have 2 weeks by the time they are here one year. This accrual typically goes up to 4.62 hours per pay period at 5 years and 6.16 hours per pay period at 12 years. Employees cannot start using vacation hours until they are here 6 months. We would offer you a starting accrual of 4.62 hours per pay period from your hire date so that in essence you would be getting 3 weeks vacation accrual immediately. You would switch to 4 weeks vacation accrual after 12 years of service.
 - c. 9 paid holidays + 4 personal days per year. Personal days can be used 30 days after hire. (Personal days are pro-rated based on when you start during the year.)
 - d. Pension – as we discussed we are now in the WI Retirement System pension plan. You would have the required 6.55% mandatory contribution taken from each paycheck.
 - e. Health & Dental insurance – you would be eligible for insurance benefits the 1st of the month after hire. We do offer 2 choices of plans. You have verbally stated you did not need the insurance benefits at this time so I am not including the plan details. We can discuss during orientation. If you have additional questions on the insurance prior to your start date please feel free to call me.
 - f. Retiree health insurance – employees retiring after age 62 with 20 years of service can take retiree health insurance until they qualify for Medicare. The City pays 75% of the premium locked in at the time of retirement. The retiree pays the remaining premium.
 - g. Life Insurance – coverage is equal to two times your annual salary.

h. Short-Term and Long-Term Disability – the City offers AFLAC STD and Hartford LTD plans to employees who do not have a substantial sick leave balance built up. These would be at the employees discretion and cost. (Most employees do not take the STD plan but most do take the LTD policy.)

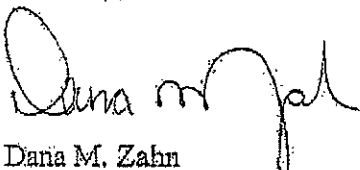
5. You would be on a 6-month introductory (probationary) period.
6. You may terminate your employment at any time without reason or cause provided you give the City 30 days advance written notice.

The above job offer would be contingent upon passing a pre-employment drug screen and a police background check. Upon acceptance of the job offer I would coordinate completion of these items. In addition, Common Council will need to approve your appointment to the position.

Please note that the above does not constitute an employment contract but summarizes the employee benefits as approved in our Civil Service System Personnel Administration Manual and in our Employee Handbook, both of which are subject to change by the Common Council from time to time.

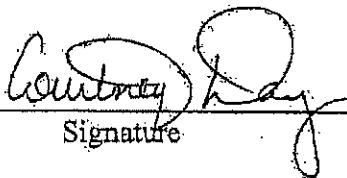
We look forward to working with you!

Sincerely,



Dana M. Zahn
Human Resource Coordinator
414-427-7505

I acknowledge acceptance of the position described above and in the Director of Health and Human Services job description.


Signature

1/8/2019
Date

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>1/22/2019</i>
REPORTS AND RECOMMENDATIONS	Donation from Salvador and Erlinda Salud to the Fire Department in the amount of \$300.00	ITEM NUMBER <i>G. 3.</i>

The Franklin Fire Department has received a donation from Salvador and Erlinda Salud of Crestwood Illinois in the amount of \$300.00, in appreciation for the care FFD provided to a family member experiencing a medical event. The department relies on donations to fund fire prevention and education programs and other safety initiatives in the community.

COUNCIL ACTION REQUESTED

Request approval to accept \$300.00 donation from the Salud family to be used towards funding fire prevention and education programs.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 22, 2019
REPORTS AND RECOMMENDATIONS	Update from the Quarry Monitoring Committee on the suggested potential recommendations to address citizen questions and concerns, as directed the by Common Council.	ITEM NUMBER <i>G.H.</i>

At the December 4, 2018 meeting of the Common Council, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019. Seconded by Alderman Dandrea. All voted Aye: motion carried.

The below potential recommendations are a direct result of citizen comments and questions. Given the QMC is a recommending body to the Council, any direction or action on the listed items would fall under the jurisdiction of the Common Council.

Citizen requests that can be addressed by staff direction:

1. Add Quarry packets to the online system (Mark L.)
2. Quarry information on the website to be updated (Mark L.)
3. QMC meetings held in the Council chambers for better sound and recording (Joel D.)
4. Previous QMC article to be distributed to residents (1-pg. newsletter of website information and associated cost)
5. Allow citizen access to online blasting information (in progress – Joel/Stantec)
6. Continue to work on citizen questions to bring back before the Council (as previously directed)
 - Note: Many of the questions pertaining to item 6 have been answered but need to be collated and summarized. This is to be placed on the February agenda.

Citizen requests that involve additional Council attention:

1. Renew the monitoring contract (see Stantec contract on agenda)
 2. Provide additional monitoring when blasting is not halted over the winter season (see Stantec contract)
 3. Approval a different monitoring system as suggested by Stantec (see Stantec contract)
 4. Review of the Stantec survey related to the blasting distance from the S. 51st St. centerline (as set within the PDD)
 5. Review proximity to homes and current blasting levels allowed (as set within the PDD)
 6. Review QMC appointments in consideration of adding interested citizens (some terms are ending in 2019)
 7. Update the Council on the content and status of the *Quarry Reclamation Plan* (QMC completed its review)
- * Note: 1-3 Could be addressed within the renewed Stantec monitoring contract on the agenda.

COUNCIL ACTION REQUESTED

1. Motion to direct staff to act upon the citizen requests as enumerated within items 1-6 (state which or all items to be acted upon) with an update by (set date).
and
2. Motion to bring forth for Council action items 1-7 (or state which items) with an update by (date).

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 01/22/2019
REPORTS & RECOMMENDATIONS	REVIEW OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FRANKLIN AND STANTEC CONSULTING SERVICES INC. FOR QUARRY MONITORING SERVICES FOR 2019	ITEM NUMBER <i>6.5.</i>

INTRODUCTION

At its January 9, 2019 meeting, the Quarry Monitoring Committee approved a motion to direct the Aldermanic representatives to present the proposed 2019 quarry monitoring budget, the remaining budget amount from 2018, and the contract to the Common Council at its January 22, 2019 meeting contingent upon review by the Quarry Monitoring Committee and of no objections, with the Mayor's signature to be held until the Quarry Monitoring Committee makes its final recommendation. It can be noted that the Quarry Monitoring Committee's next meeting is scheduled for January 31, 2019.

The proposed draft Professional Services Agreement with Stantec Consulting Services Inc. (including a Quarry Monitoring Services Scope of Work and Associated Cost is hereby attached, as well as an email from Mr. Mike Roznowski providing some background explanation of the proposed scope of work and costs.

CONTRACT SUMMARY

It can be noted that this would be the seventh consecutive year such a contract has been entered into with Stantec Consulting Services Inc. for quarry monitoring services. Similar to previous years, this contract includes blast monitoring services, onsite operations monitoring, and an end-of-year report. Similar to last year, is a line item titled "Blast Complaint Evaluation". This was added last year by the Quarry Monitoring Committee in order to review blast complaints in comparison with the blast monitoring data compiled by Payne & Dolan's consultant. The intent is to look for trends, patterns, etc.

New this year, under the Blast Monitoring line item, is the installation/use of two seismographs, which will provide continuous (24/7) remote monitoring.

In addition, Stantec Consulting Services and the Quarry Monitoring Committee have indicated that approximately \$7,800 of the total \$43,300 that was budgeted for quarry monitoring in 2018 was not billed nor spent. As noted above in the Quarry Monitoring Committee's motion and related discussion, the Committee would like consideration of this amount of money to be added to the 2019 quarry monitoring budget. However, the Director of Finance has indicated that these funds are an unused appropriation which has no resources.

COUNCIL ACTION REQUESTED

Motion to approve the Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services Inc., contingent upon review by the Quarry Monitoring Committee and of no objections, with the Mayor's signature to be held until the Quarry Monitoring Committee makes its final recommendation, and to authorize staff to enter into said agreement not to exceed \$46,000 subject to technical corrections by staff and the City Attorney.

-or-

Such other action as the Common Council may determine.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "AGREEMENT"), made and entered into this _____ day of _____, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "the CITY") and Stantec Consulting Services Inc. (hereinafter "the CONTRACTOR"), whose principal place of business is 12075 Corporate Parkway, Suite 200, Mequon, Wisconsin 53092.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a quarry monitoring service contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of the CITY, it is necessary and advisable to employ the CONTRACTOR in connection with providing quarry monitoring services, as described in Attachment A, for the City of Franklin.

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, the CITY and the CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. The CONTRACTOR shall provide services to the CITY for the quarry monitoring activities specified in Attachment A, which is attached and incorporated herein by reference.
- B. The CONTRACTOR shall serve as the CITY's professional representative in matters to which this AGREEMENT applies. The CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by the CONTRACTOR to complete work under this AGREEMENT following approval by the City for each such type of use.
- C. The CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, the CONTRACTOR and not of the CITY. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of the CONTRACTOR as employer. The CITY understands that express agreements may exist between the CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.

II. FEES AND PAYMENTS

The CITY agrees to pay the CONTRACTOR, as set forth in Attachment A, for an in consideration of the performance of Services as set forth in Attachment A, except as such services and fees may otherwise be amended in accordance with and as provided for by the terms of this agreement.

- A. The CONTRACTOR shall invoice the CITY at least quarterly but not more than once monthly for and following performance of services and delivery of required reports to the City. The invoice shall include base costs and any adjustment for additional services as provided for herein. The CITY shall pay any undisputed invoices within 30 days of receipt. Alternatively, the CITY shall notify the CONTRACTOR of any dispute to an invoice, and the nature of the dispute, within 30 days of receipt of the invoice.
- B. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Services without written authorization from the CITY to perform work over and above that described in this original AGREEMENT, including Attachment A.
- C. Should the CITY find deficiencies in work performed or reported, it will notify the CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving the CITY's notice, which period may be extended by mutual agreement of the CONTRACTOR and the CITY's Planning Manager. This Subsection shall not be construed to be a limitation of any rights or remedies otherwise available to the CITY.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both the CITY and the CONTRACTOR.
- B. The CITY may, in writing, request changes in the scope of work required to be performed by the CONTRACTOR under this AGREEMENT. Upon acceptance of the request of such changes, the CONTRACTOR shall submit a "Change Order Request Form" to the CITY for authorization, notice to proceed, and signature. Following execution the City shall return a copy to the CONTRACTOR. Should any such changes be made, an equitable adjustment (based upon fees, costs, and rates set forth in Attachment A and/or CONTRACTOR's original written response to the RFP, where applicable) will be made to compensate the CONTRACTOR or reduce the fixed price, for any incremental or decremental labor or direct costs, respectively. Any claim by the CONTRACTOR for adjustments hereunder must be made to the CITY in writing no later than forty-five (45) days after receipt by the CONTRACTOR of notice of such changes from the CITY.

IV. ASSISTANCE AND CONTROL

- A. Michael Roznowski, Principal, will serve as Project Manager and will coordinate the work of the CONTRACTOR, and will be solely responsible for communication within the CITY's organization as related to all issues originating under this AGREEMENT.
- B. Joel Dietl, Planning Manager, will serve as the representative of the City for all issues relating to administration of this AGREEMENT

V. TERMINATION

- A. This AGREEMENT may be terminated by either party to this AGREEMENT upon thirty (30) days written notice. Upon such termination by the CITY, the CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate the CONTRACTOR for all work approved and completed up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential AGREEMENTS for services with other parties.
- B. In the event that this AGREEMENT is terminated for any reason, the CONTRACTOR shall deliver to the CITY all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to services that the CONTRACTOR may have accumulated. Such material is to be delivered to the CITY whether in completed form or in process.
- C. The rights and remedies of the CITY and the CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.
- D. Failure to maintain the designated staff (as identified herein and in CONTRACTOR'S original response to the RFP) or such similarly qualified staff as determined by the City may lead to termination of the agreement, as determined by the City.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage, with an authorized insurance carrier operating within the State of Wisconsin, at least equal to the minimum limits set forth below:

- | | |
|--|--|
| A. Limit of General/Commercial Liability | \$2,000,000 |
| B. Automobile Liability: Bodily Injury/Property Damage | \$1,000,000 |
| C. Excess Liability for General Commercial or Automobile Liability | \$3,000,000 |
| D. Worker's Compensation and Employers' Liability | \$500,000 or per statute
whichever is greater |

E. Professional Liability

\$1,000,000

Upon the execution of this AGREEMENT, the CONTRACTOR shall supply the CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to the CITY, and naming the CITY as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the CITY and the CITY's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CONTRACTOR or the CONTRACTOR's officers, directors, partners, employees, and consultants in the performance of the CONTRACTOR's services under this AGREEMENT.
- B. To the fullest extent permitted by law, the CITY shall indemnify and hold harmless the CONTRACTOR and the CONTRACTOR's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of the CITY or the CITY's officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, the CONTRACTOR's total liability to the CITY and anyone claiming by, through, or under the CITY for any injuries, losses, damages and expenses caused in part by the negligence of the CONTRACTOR and in part by the negligence of the CITY or any other negligent entity or individual, shall not exceed the percentage share that the CONTRACTOR's negligence bears to the total negligence of the CITY, the CONTRACTOR, and all other negligent entities and individuals.
- D. Nothing contained within this agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to be entitled to and/or to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 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.

VIII. TERM AND TIME FOR COMPLETION

- A. The initial term of this agreement shall be eleven months from receipt of a Notice to Proceed. The term anticipates monitoring and at-quarry work occurs for ten

months, thereby leaving one month to compile, report, and present results for the final period and to provide any required summary information and recommendations.

- B. In order to enable the City to evaluate its complete quarry monitoring program and to consider altering the scope of work required for future years, the initial term may be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR. Each such subsequent term may also be extended for a period and for terms as mutually agreed to in writing by the CITY and the CONTRACTOR.
- C. The CONTRACTOR shall commence immediately upon receipt of a Notice to Proceed, not to exceed 30 days from the date approved by the Common Council.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

The CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of not less than three (3) years following its completion. Such records shall be made available by the CONTRACTOR to the CITY for inspection and copying upon request.

XI. CONFLICT OF INTEREST

The nature of this project requires an impartial, unbiased approach on the part of the CONTRACTOR. The CONTRACTOR shall not, during the performance of these services, engage in any other professional relationship or representation that would create any type of conflict or conflict of interest with regard to the consulting services provided hereby to and for the CITY.

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

XII. PROFESSIONALISM

The CONTRACTOR stipulates that the same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.

XIII. PURSUANT TO LAW

Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by the CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

CONTRACTOR

BY: _____

BY: _____

PRINT NAME: Stephen R. Olson

PRINT NAME: _____

TITLE: Mayor

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: Sandra L. Wesolowski

PRINT NAME: _____

TITLE: City Clerk

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: Paul Rotzenberg

PRINT NAME: Jesse Wesolowski

TITLE: Director of Finance and Treasurer

TITLE: City Attorney

DATE: _____

DATE: _____

QUARRY MONITORING SERVICES

SCOPE OF WORK AND ASSOCIATED COST

The following scope of work items, each with their own associated professional fee, is offered to the City by Stantec for calendar year 2019.

DESCRIPTION	EVENT PERIOD	COST PER EVENT	# OF EVENTS	SUBTOTAL	NOTES REGARDING SCOPE OF SERVICES
Operations Monitoring	daily	\$700	9	\$6,300	Visual assessments around quarry perimeter, concentrating on Rawson Avenue adjacent to the quarry entrances. Will include weather data as part of observation summary, along with photos and short duration videos during periods of high winds.
Blast Monitoring	monthly	\$2,945	10	\$29,450	<p>Stantec will provide remote vibration monitoring by using Nomis Seismographs. We plan to subcontract Sauls Seismic to assist with this scope of work. Two separate seismographs will be installed, each co-located with two existing Payne & Dolan (Vibra-Tech) monitors located at: 7301 S. 51st Street, and 5800 W. Allwood Drive. Each monitor will be provided with an enclosure, and will either be pole mounted or located in a short-stack weatherproof enclosure. Power will be provided via an internal battery and an external battery connected to a solar panel. All maintenance/repair and annual calibration of seismographs are included. This type of configuration will provide continuous (24/7) remote monitoring, allowing Stantec to have access to data anytime via the Internet.</p> <p>Stantec will prepare monthly summaries of blasting data, comparing the Payne & Dolan (Vibra-Tech) unit recordings, to the Stantec (Sauls Seismic) unit recordings. This will allow the City to better evaluate the validity of the current seismic monitoring and the actual blasts being conducted by Payne & Dolan.</p>
Blast Complaint Evaluation	Per blast that results in one or more complaints	\$300	25 (estimate)	\$7,500	<p>On a monthly basis, the City will forward to Stantec specific information pertaining to quarry complaints received. Stantec will evaluate each one to evaluate the following corresponding collaborative conditions:</p> <ul style="list-style-type: none"> • For off-site dust complaints = weather conditions (wind direction and speed) the day of the complaint • For off-site seismic complaints = seismic data from both Stantec and Payne & Dolan placed monitors <p>A short summary will be provided to the City Planning Manager Joel Dietl, and a compilation of all complaints and evaluations during the year will be provided with the End-of-Year Report.</p>
End-of-year Report	Report	\$2,750	1	\$2,750	Report summarizing Operations and Blast Monitoring, along with complaint evaluations, completed during year.
				\$46,000	TOTAL (compared to budget: \$46,000)

Note: The exact number of events cannot be determined at this time for both the Blast Monitoring (since we do not know when Stantec will obtain a Notice to Proceed from the City nor how long Payne & Dolan plans to blast in calendar year 2019) or the Blast Complaint Evaluation (since we do not know how many blasts during 2019 will actually result in complaints). Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget without prior approval.

From: [Roznowski, Mike](#)
To: [Joel Dietl](#)
Cc: [Kristen Wilhelm](#); [Kristen Wilhelm \(External\)](#); [Mike Barber](#); [Mike Barber](#); [ajruffing@aol.com](#); [fredkn@hotmail.com](#)
Subject: Stantec scope of services 2019
Date: Friday, January 11, 2019 9:34:21 AM
Attachments: [stantec franklin quarry mntg scope of work 2019 0110 final.pdf](#)

Joel,

Attached is our revised scope of work and quote for 2019. This is not a DRAFT, this can be considered a final....the numbers are good. I received several quotes for the equipment and this is the lowest price with the quality I feel we will need to do the work. A few notes:

- Compared to 2018, the cost for the blast monitoring has increased primarily due to the increased level of monitoring (24/7) and the period of time (10 months or so).
- Compared to 2018, the cost for the daily visits for operational monitoring (dust) was decreased from \$800 to \$700, primarily since I have a less costly employee in our local office that can assist with this work.
- Compared to 2018, the cost for the annual report is going up from \$2,600 to \$2,750. It seems this report is getting a bit lengthier each year.
- Compared to 2018, the blast complaint evaluation charge is being changed from a "per complaint" charge to a "per blast that results in a complaint" charge. You did not ask for this but it just seems fairer to do it this way. This was one of the areas I did not fully charge for in 2018.
- I'm not charging for coming to the Quarry Committee Meetings (when I am available to attend).
- The exact number of events cannot be determined at this time for both the Blast Monitoring (since we do not know when Stantec will obtain a Notice to Proceed from the City nor how long Payne & Dolan plans to blast in calendar year 2019) or the Blast Complaint Evaluation (since we do not know how many blasts during 2019 will actually result in complaints). Stantec agrees to be flexible with the City regarding this scope of work as the year progresses as the actual number of events are determined, and agrees not to exceed the approved budget (\$46k) without prior approval.
- I estimated 10 months of blast monitoring. If it ends up being less than this (e.g., 9 months), then it merely means we will have that budget to use for additional subtasks (e.g., additional operational monitoring for dust evaluation and/or blast complaint evaluations).


Once I get an authorization to proceed from the city we may be able to get the seismic monitors installed in a few short weeks. We'll have to coordinate with Payne & Dolan, but I don't anticipate a problem here. The only thing that might become a problem would be if it were to suddenly get much colder up there and the ground freezes. It can be a huge problem trying to install a graph in frozen ground. We'll cross that when we get to it.

That's about it. Let me know if there are any questions. Thanks.

Mike Roznowski, CHMM
Principal / Industrial Team Leader
Stantec
1165 Scheuring Road, De Pere WI 54115-1001
Office: (920) 592-8400 / direct (920) 278-3200
Cell: (920) 655-1852
Fax: (920) 592-8444
mike.roznowski@stantec.com

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APPROVAL  <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	Hoffer Claim on Excessive Assessment— Parcel 740 0122 000	ITEM NUMBER <i>G. 6.</i>

Mr. Hoffer submitted to the City Clerk a "Letter of Excessive Assessment Claim" dated 12-21-2018 and stamped "Received" that same date by the City. The full content of his submission is attached (Attachment #2).

Also attached (Attachment #3) is a memorandum from Mark Link, City Assessor, explaining the statutory process and providing the statutory documentation of the process. In short, since Mr. Hoffer did appear before the Board of Review and was denied, he does have standing to submit a claim. The Council may accept, deny, or take no action on the claim. Taking no action within 90 days of the filing of the claim is also a denial. If denied, Mr. Hoffer can elect to pursue the claim further in Circuit Court.

Mr. Link has also provided a memorandum (Attachment #1) that provides background and sets forth the reasons that the claim should be denied. In summary, Mr. Link indicates that valuation difference does not meet the standards of the Department of Revenue for a valid claim, that the Assessor and Board of Review concur that Mr. Hoffer failed to present sufficient evidence to support the claim, that Mr. Hoffer's assessed valuation is in-line with his original purchase price, and that Mr. Hoffer has misinterpreted information from the Assessing records which have led to factual errors in the argument presented in the claim and addresses issues which would not impact valuation in the relevant circumstance.


The Director of Administration concurs with the City Assessor and recommends denying the claim and, thereby, initiating the statutory timelines related to the claim.

COUNCIL ACTION REQUESTED

Motion to deny the Claim on Excessive Assessment, Parcel 740 0122 000, by Mr. Hoffer in accordance with State Statute 74.37 for the reasons submitted by City Assessor Mark Link in his memo dated January 14, 2019.



Memorandum

To: Mark Lubberda, Director of Administration
From: Mark Link, City Assessor 
Date: January 14, 2019
RE: Hoffer Claim On Excessive Assessment, Parcel 740 0122 000, Proposed Action

Mark,

I believe the claim for excessive assessment for the Hoffer property should be denied for the following reasons:

1. The assessed value is \$312,600. Mr. Hoffer is asking for a value of \$302,000 which is a difference of 3.5 percent. The other option of appeal of the Board of Review's decision is via Statute 70.85 to the Department of Revenue. However, the DOR will not accept an appeal when the difference in the opinion of value is less than 10%. I believe the City can use this as a guideline for action on the claim.
2. When appealing to the Board of Review, property owners must submit evidence that their property is inequitably assessed (outside the general level of assessment for the community). Evidence that is typically considered at the BOR is a recent sale of a subject property or recent sales of reasonable comparable properties. Mr. Hoffer has not presented either of those in his claim. I believe the City could also use the BOR standards when considering the action on the claim.
3. Mr. Hoffer purchased his property on the open market April 15, 2015 for \$279,000. The current assessed value of \$312,600 is 12% over the April 2015 purchase price which is well within the typical rate of appreciation that we have seen between April 2015 and January 1, 2018.
4. As I attempted to explain to Mr. Hoffer at the Board of Review, the notes that he references are not for his property but for comparable property number 1. There's a place where the note on Mr. Hoffer's property ends and the note on the comparable property begins. The notes are for reference and are not directly tied to a valuation. On the 2018 comparison sheet, comparable #1, the gazebo did exist on the property and has apparently been removed and replaced with a patio without permit. The note regarding partial exposed basement on comparable #1 has been removed and has no impact on either property's value.

RECEIVED
CITY OF FRANKLIN
2018 DEC 21 PM 2:44

Friday - December 21, 2018

Subject: Letter of Excessive Assessment claim,
state law (Sec. 74.37, Wis. Stats.)

Parcel Number: 740-0122-000

Property Owner: Lawrence L. Hoffen - 7029 South
Carmel Drive - Franklin, WI. 53132-9121 -
Phone Land Line: 414-301-9698.

Upon paying my property tax of
\$6,859.33 in full, on the above date, I
now am filing an "Excessive Assessment claim"
of \$10,600, that would place my assessed
value at \$302,000; from the City of Franklin
assessed value of \$312,600, in 2018.

Attached, are the "Franklin - Comparable Sales
Analysis Reports", for the above parcel number,
for years 2016/2017/2018; with the note fields
1-3 circled.

2016: Information is factual, with the
exception of "WALK-OUT" listed?

2017: Information is factual, with the
exception of "RECRM=900 SF=" listed?

Page 2

2018: Information is factual, with the exception of 2 items: Note Field 1 "PARTIAL EXP BSMT"
Note Field 3 "GAZEBO ATT To".

Upon attending the City of Franklin - Board of Review, on Wednesday - September 26, 2018, I furnished to the Board, two photos:

Photo #1: The only window 32" x 16", in the unfinished basement, is at the top of the 8' concrete wall, and is not a partial exposed basement / rec room / or walk-out.

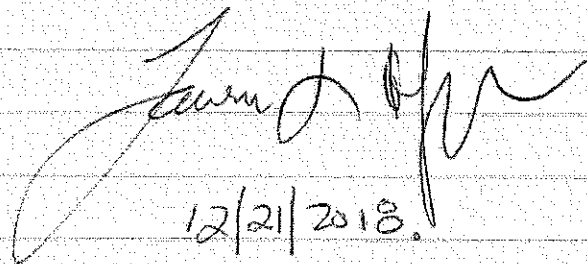
Photo #2: 14' x 14' concrete patio on the west side of the home, has never had a "Gazebo Att. to", since I closed on the property on April 15, 2015, and there is no indication of any from the previous owner or from the info. of neighbor residing north/adjacent to this property.

Shortly after beginning my testimony, concerning the above photos, Martin Link, stopped my testimony, and stated that the descriptions listed, were not of my property? I questioned Mr. Link, as to what property it was, and he replied - Comp. 1 - 3539 West Dory Drive. Having lived in the Hidden Lakes Subdivision for 20 years, I was well aware that the 3539 West Dory

Page 3

Drive address sets on a level lot with no partial basement/walk out possible, and upon preparing for the Board of Review meeting and viewing the comparable properties, there was no Gazebo at this address, thus Mr. Link's statement was not factual.

I strongly believe if my property did have a partial exposed basement/gazebo, the \$312,600 assessed value would be acceptable, but because it doesn't, the value of \$302,000 is fair.


12/21/2018.

75 sales in the neighborhood group were searched

Subject Parcel	Comp. 1	Comp. 2	Comp. 3	Comp. 4	Comp. 5
Parcel ID:	740 0122 000	740 0122 000	712 0131 000	712 0171 000	881 0098 000
Property Location:	7029 CARMEL DR S	7029 CARMEL DR S	6621 47TH ST S	4951 BERKSHIRE DR	9328 44TH CT S
Neighborhood:	214.00	214.00	213.00	212.00	211.00
Neighborhood:	214.00	214.00	213.00	212.00	211.00
Neighborhood:	214.00	214.00	213.00	212.00	211.00
Effective Date:	12/1	12/1	12/1	12/1	12/1
Effective Date:	12/1	12/1	12/1	12/1	12/1
Effective Date:	12/1	12/1	12/1	12/1	12/1
Total Acres:	.336	.336	.317	.299	.264
DWELLING DESCRIPTION					
Attic	1-NONE	1-NONE	1-NONE	1-NONE	1-NONE
Story Height	1.00	1.00	1.00	1.00	1.00
Exterior Walls	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL
Style	3-RANCH	3-RANCH	3-RANCH	3-RANCH	3-RANCH
Style Group	2.00	2.00	2.00	2.00	2.00
Year Built	2004	2004	2004	2004	2004
Basement	4-FULL	4-FULL	4-FULL	4-FULL	4-FULL
Bedrooms-Total	3	3	3	3	3
Full Bath-Totl	2	2	2	2	2
Half Bath-Totl	0	0	0	0	0
Heating Type	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC
Rec Rooms	0	0	0	0	0
Fbld Sf	0	0	0	0	0
Wt. Ep Stacks	1	1	1	1	1
Total Sfla	1754	1754	1813	1828	1745
Sfla-Fbld	1754	1754	1813	1828	1745
Grade	B-	B-	B-	B-	B-
Grade Factor	1.20	1.20	1.20	1.20	1.20
Con-Cond/Desire/Util	0	0	0	0	0
Con Factor	1.00	1.00	1.00	1.00	1.00
Market Adjustment	0	0	0	0	0
Cost & Quality Factor	0	0	0	0	0
Note Field 1	WOODLANDS OF FARMWOODS OF FARMWOODS CITY MI-95 FB				
Note Field 2	1/05 NEW FR 9998-01/05 NEW FR 9998-0				
Note Field 3	1/16 EST FURN+AC-11/16 EST FURN+AC-11/10 FBLA=100% GD				
Att Garage Sft	483	483	483	483	483
Det Garage Sft	0	0	0	0	0
Open Porch	49	49	49	49	49
Encl Porch	0	0	0	0	0
Det Wood Deck	0	0	0	0	0
Total Obj Value	0	0	0	0	0
Cost - Land Value	75,000	75,000	75,000	75,000	75,000
Cost - Bldg Value	196,300	196,300	230,300	203,700	210,600
Cost - Total Value	271,300	271,300	295,700	278,700	285,600
Month To Value Date	0	0	0	0	0
Sale Date 1	20150415	20150415	20150826	20150822	20150822
Sale Price 1	279,000	279,000	224,000	229,000	227,500
Uniting 1	0	0	0	0	0
Sp/Gr	159.07	159.07	159.07	159.07	159.07

* 2016

Total Adjustments:	0	0	0	0	0
Distance:	9	43	44	46	59
Sale Price:	279,000	324,000	280,000	287,500	287,000
Adjusted Sale Price:	281,000	324,000	280,000	287,500	287,000
Ratio with MKT Estimate:	1.00594	0.94907	1.05459	0.97497	1.01896
MRA Estimate	284,700	310,000	295,000	280,100	293,500
Weighted Est	280,900	310,000	295,000	280,100	293,500
Market Estm	280,500	310,000	295,000	280,100	293,500
F.C.C.:					
Average Adjusted Sale Price:	283,920	317,200	317,200	317,200	317,200
Average MKT ratio to A.S.P.:	0.99980	0.04137	0.04137	0.04137	0.04137

Prior { Land 69,700
Bldg- 187,800
Total 257,500
Increase + 26,500

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

3 garage
4000 sq ft
3,500 sq ft
Pond 1000

	Group 1	Group 2	Group 3	Group 4	Group 5
740 0122 000	712 0142 000	712 0152 000	739 0253 000	760 0294 000	740 0053 000
Location	7029 CARMEL DR S	4909 TOMBLECREEK	4932 BERKSHIRE DR	6825 35TH ST S	7383 TIFTON DR S
Address	214.00	213.00	212.00	111.00	1211.00
AP	4	4	4	4	4
AP	125	112	93	97	109
Area Sqft 1	117	117	117	117	117
Area Sqft 2	117	117	117	117	117
SELLING DESCRIPTION					
1-NONE	1-NONE	1-NONE	1-NONE	1-NONE	1-NONE
1.00	1.00	1.00	1.00	1.00	1.00
6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL
3-RANCH	3-RANCH	3-RANCH	3-RANCH	3-RANCH	3-RANCH
2.00	2.00	2.00	2.00	2.00	2.00
2002	2002	2002	1995	1992	1999
4-FULL	4-FULL	4-FULL	4-FULL	4-FULL	4-FULL
3	3	3	3	3	3
2	2	2	2	2	2
0	0	0	0	0	0
3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC
0	240	900	800	1210	0
0	0	0	0	0	941
0	0	0	0	0	0
1	1	1	1	1	1
17754	17754	17754	17754	17754	17754
17754	17754	17754	17754	17754	17754
B-	B-	B-	B-	B-	B-
1.20	1.20	1.28	1.20	1.10	1.20
GD	GD	GD	VG	GD	GD
3.00	3.00	3.00	2.00	3.00	3.00
0	0	0	0	0	0
0	0	0	0	0	0
1.00	1.00	1.00	1.00	1.00	1.00
1/16 EST FURN+AC=11/17 EST REC PER A1/08 RECRM=900 SF=				1/17 EST ROOF=100%	
420	650				
0	0				
40	192				
0	0				
0	135				
0	0				
75,000	84,600	80,000	75,000	60,000	60,000
206,100	200,600	243,400	224,300	183,300	210,700
281,100	265,200	327,500	300,200	253,300	337,300
0	7	5	4	2	2
20150415	20160610	20160624	20160822	20160916	20161111
279,000	285,000	342,500	337,000	249,900	349,900
0	0	0	0	0	0
155,007	280,117	180,117	138,007	143,007	177,007

* 2017

Total Adjustments:	0	0	0	0	0
Distance:	55	59	65	70	70
Sale Price:	285,000	342,500	337,000	249,900	349,900
Adjusted Sale Price:	304,200	304,200	323,400	282,400	299,100
Ratio with MKT Estimate:	0.99273	0.99273	0.93379	1.06936	1.00966
MRA Estimate	276,300	333,800	309,100	263,000	346,300
Weighted Est	283,500	343,500	312,300	259,000	349,500
Market Est:	283,500	343,500	312,300	259,000	349,500
Average Adjusted Sale Price:	302,660	302,660	302,660	302,660	302,660
Average MKT ratio to A.S.P.:	0.99965	0.99965	0.99965	0.99965	0.99965

Std. Deviation: 11660.33

Std. Deviation: 0.04846

Std. Deviation about 1: 0.04334

Sale Price
\$279,000Rec Room.
682 Garage
DeckSale Price
\$285,000Sale Price
342,500.
3 Baths vs
2 Listed.
610 GarageSale Price
337,000.
Wood Lot.
600 Garage
Rec RoomSale Price
\$249,9003 Bath.
Rec Room with
wet sink, vs
non listed.
2117 S.F.
650 Garage.
192 Porch.
Deck.
2 Stairs to
Basement.
4 Bedrooms
3 Listed.

73 sales in the neighborhood group were searched

Factor	Subject Parcel	Comp. 1	Comp. 2	Comp. 3	Comp. 4	Comp. 5
Parcel ID:	740 0122 000	739 0352 000	881 0128 000	881 0126 000	881 0143 000	739 0236 000
Property Location	7029 CARMEL DR S	3539 DORY DR W	9148 47TH ST S	9112 47TH ST S	9339 47TH ST S	3725 CYPRESS LN W
Neighborhood	214.00	111.00	2313.00	2313.00	2313.00	111.00
Nbhd Group	4	4	4	4	4	4
Eff Frtg	125	85	150	164	150	92
Effective Depth 1	117	144	134	170	134	167
Total Acres	.336	.281	.461	.640	.461	.353
DWELLING DESCRIPTION						
Attic	1-NONE	1-NONE	1-NONE	1-NONE	1-NONE	1-NONE
Story Height	1.00	1.00	1.00	1.00	1.00	1.00
Exterior Walls	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL	6-ALUM/VINYL
Style	3-RANCH	3-RANCH	3-RANCH	3-RANCH	3-RANCH	3-RANCH
Style Group	2.00	2.00	2.00	2.00	2.00	2.00
Year Built	2004	2001	1999	1999	2001	1993
Basement	4-FULL	4-FULL	4-FULL	4-FULL	4-FULL	4-FULL
Bedrooms-Total	3	3	3	3	3	3
Full Bath-Totl	2	2	2	2	2	2
Half Bath-Totl	0	0	0	0	0	0
Heating Type	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC	3-CENTRAL/AC
Rec Rooms	0	0	0	0	0	0
Fbld Sf	0	0	0	0	0	0
Wb Fp Opening	0	0	0	0	0	0
Mt Fp Opening	1	1	1	1	1	1
Total Sfla	1754	1881	1824	1971	1689	2012
Sfla-Fbld	1754	1881	1824	1971	1689	2012
Grade	B-	B-	B-	B-	C+	B-
Grade Factor	1.20	1.20	1.20	1.20	1.10	1.20
Cdu-Cond/Desire/Util	GD	GD	VG	GD	GD	GD
Cdu Factor	3.00	3.00	2.00	3.00	3.00	3.00
Market Adjustment	0	0	0	0	0	0
Cost & Design Factor	0	0	0	0	0	0
Kit/Bath/Fbld	1.00	1.00	1.00	1.00	1.00	1.00
Note Field 1	WOODLANDS OF FRANKPARTIAL EXP BSMT;1VG= WOODS					
Note Field 2						
Note Field 3	1/16 EST FURN+AC=11/06 GAZEBO ATT TO					
Att Garage Sqft	405	405	405	679	462	484
Det Garage Sqft	0	0	0	0	0	0
Open Porch	49	28	40	110	133	88
Encl Porch	0	0	0	0	0	0
Tot Wood Decks	0	344	336	0	0	0
Total Oby Value	0	1,400	0	0	0	0
Cost - Land Value	75,000	61,300	72,800	82,300	72,800	67,000
Cost - Bldg Value	217,500	231,500	232,600	237,700	191,700	228,900
Cost - Total Value	292,500	292,800	305,400	320,000	264,500	295,900
Month To Value Date	0	5	4	12	7	8
Sale Date 1	20150415	20170824	20170929	20170117	20170609	20170531
Sale Price 1	279,000	329,900	321,500	305,000	307,000	310,000
Validity 1	0	0	0	0	0	0
Sp/Sf	159.07	175.39	176.26	154.74	181.76	154.08

* 2018

Total Adjustments:	0	0	0	0	0
Distance:	50	59	61	66	70
Sale Price:	329,900	321,500	305,000	307,000	310,000
Adjusted Sale Price:	330,800	313,400	279,400	331,300	311,100
Ratio with MKT Estimate:	0.94488	0.99734	1.11871	0.94346	1.00472
MRA Estimate	305,200	304,300	313,300	330,800	280,900
Weighted Est	313,200				
Market Estim	312,600				
F.C.C.:	2				
Average Adjusted Sale Price:	313,200	Std. Deviation: 21120.16		C.O.V.: 6.74	
Average MKT ratio to A.S.P.:	1.00182	Std. Deviation: 0.07131		Std. Deviation about 1: 0.06381	



Memorandum

To: Mark Lubberda, Director of Administration
From: Mark Link, City Assessor *MAJ*
Date: January 14, 2019
RE: Hoffer Claim On Excessive Assessment, Parcel 740 0122 000

Mark,

Mr. Hoffer has filed a claim of excessive assessment via Statute 74.37 on the above referenced parcel. In order to file a claim on excessive assessment, a property owner must have objected to the Board of Review and must file the claim to the City Clerk by January 31.

The City may review the claim and either accept the claim, deny the claim, or, take no action on the claim which is the same as denying the claim.

The full excerpt from Statute 74.37 is below . Per our discussion, I will send a second memo regarding the action that I feel should be taken.

74.37 Claim on excessive assessment.

(1) DEFINITION. In this section, a "claim for an excessive assessment" or an "action for an excessive assessment" means a claim or action, respectively, by an aggrieved person to recover that amount of general property tax imposed because the assessment of property was excessive.

(2) CLAIM.

(a) A claim for an excessive assessment may be filed against the taxation district, or the county that has a county assessor system, which collected the tax.

(b) A claim filed under this section shall meet all of the following conditions:

1. Be in writing.
2. State the alleged circumstances giving rise to the claim.
3. State as accurately as possible the amount of the claim.
4. Be signed by the claimant or his or her agent.
5. Be served on the clerk of the taxation district, or the clerk of the county that has a county assessor system, in the manner prescribed in s. 801.11 (4) by January 31 of the year in which the tax based upon the contested assessment is payable.

(3) ACTION ON CLAIM.

(a) In this subsection, to "disallow" a claim means either to deny the claim in whole or in part or to fail to take final action on the claim within 90 days after the claim is filed.

(b) The taxation district or county that has a county assessor system shall notify the claimant by certified or registered mail whether the claim is allowed or disallowed within 90 days after the claim is filed.

(c) If the governing body of the taxation district or county that has a county assessor system determines that a tax has been paid which was based on an excessive assessment, and that the claim for an excessive assessment has complied with all legal requirements, the governing body shall allow the claim. The taxation district or county treasurer shall pay the claim not later than 90 days after the claim is allowed.

(d) If the taxation district or county disallows the claim, the claimant may commence an action in circuit court to recover the amount of the claim not allowed. The action shall be commenced within 90 days after the claimant receives notice by registered or certified mail that the claim is disallowed.

(4) CONDITIONS.

(a) No claim or action for an excessive assessment may be brought under this section unless the procedures for objecting to assessments under s. 70.47, except under s. 70.47 (13), have been complied with. This paragraph does not apply if notice under s. 70.365 was not given.

(b) No claim or action for an excessive assessment may be brought or maintained under this section unless the tax for which the claim is filed, or any authorized installment of the tax, is timely paid under s. 74.11 or 74.12.

(c) No claim or action for an excessive assessment may be brought or maintained under this section if the assessment of the property for the same year is contested under s. 70.47 (13) or 70.85. No assessment may be contested under s. 70.47 (13) or 70.85 if a claim is brought and maintained under this section based on the same assessment.

(5) INTEREST. The amount of a claim filed under sub. (2) or an action commenced under sub. (3) may include interest at the average annual discount rate determined by the last auction of 6-month U.S. treasury bills before the objection per day for the period of time between the time when the tax was due and the date that the claim was paid.

(7) COMPENSATION. If taxes are refunded under sub. (3), the governing body of the taxation district or county that has a county assessor system may proceed under s. 74.41.

History: 1987 a. 378; 1989 a. 104; 1993 a. 292; 1995 a. 408; 2007 a. 86; 2017 a. 207 s. 5; 2017 a. 358.

Sections 70.47 (13), 70.85, and 74.37 provide the exclusive method to challenge a municipality's bases for assessment of individual parcels. All require appeal to the board of review prior to court action. There is no alternative procedure to challenge an assessment's compliance with the uniformity clause. *Hermann v. Town of Delavan*, 215 Wis. 2d 370, 572 N.W.2d 855 (1998), 96-0171.

Claimants who never received notice of a changed assessment under s. 70.365 were exempt from the obligation to proceed before the board of review. However, they were required to meet the January 31 filing date in sub. (2), regardless of the fact that they never received the notice. *Reese v. City of Pewaukee*, 2002 WI App 67, 252 Wis. 2d 361, 642 N.W.2d 596, 01-0850.

While certiorari review of an assessment is limited to the review of the board of assessment's record, sub. (3) (d) allows the court to proceed without regard to any determination made at an earlier proceeding. The assessor's assessment is presumed correct

only if the challenging party does not present significant contrary evidence. The court may hear new evidence and can enter a judgment if it is in the best interest of the parties. *Bloomer Housing Limited Partnership v. City of Bloomer*, 2002 WI App 252, 257 Wis. 2d 883, 653 N.W.2d 309, 01-3495.

After *Nankin*, the state-wide application of this section must prevail over any statutes that would defeat its implementation.

Special rules help harmonize provisions that were once fully compatible with this section but, as a result of *Nankin*, conflict with this section. *U.S. Bank National Association v. City of Milwaukee*, 2003 WI App 220, 267 Wis. 2d 718, 672 N.W.2d 722, 03-0724.

When a taxpayer brings an action to recover excessive taxes under this section, the least favorable outcome for the taxpayer, and the best possible outcome for the taxation authority, is for the court to conclude there were no excessive taxes. The court cannot impose a greater tax burden than the one the taxation authority already agreed to when it accepted the taxpayer's payment. Although the court need not defer to the board of review's determination, and there is a statutory presumption that the assessor's determination is correct, when the board of review reduces the original assessment the court cannot reinstate the assessor's original assessment. *Trailwood Ventures, LLC v. Village of Kronenwetter*, 2009 WI App 18, 315 Wis. 2d 791, 762 N.W.2d 841, 08-1221.

When a city assessor correctly applies the Property Assessment Manual and statutes, and there is no significant evidence to the contrary, courts will reject a party's challenge to the assessment. *Allright Properties, Inc. v. City of Milwaukee*, 2009 WI App 46, 317 Wis. 2d 228, 767 N.W.2d 567, 08-0510.

Under s. 70.49 (2), each assessment "shall, in all actions and proceedings involving such values, be presumptive evidence that all such properties have been justly and equitably assessed." For a taxpayer to challenge the assessment, the taxpayer is required to present sufficient evidence to persuade the circuit court that the assessed value is probably not the fair market value of the property. A failure to provide that persuasive evidence would entitle the city to judgment based on the statutory presumption. *Bonstores Realty One, LLC v. City of Wauwatosa*, 2013 WI App 131, 351 Wis. 2d 439, 839 N.W.2d 893, 12-1754.

Under sub. (4), a taxpayer must challenge an assessment in front of the board of review before filing an excessive assessment claim, unless the taxing authority failed to provide a notice of assessment under circumstances where notice was required.

Under s. 70.365, a notice of assessment is required only when the property's assessed value has changed. After reading these statutes, it should have been clear to the taxpayer that: 1) because it did not receive a notice of assessment, its property's assessed value for 2011 would be unchanged from 2010; and 2) if the taxpayer wanted to challenge the 2011 assessment, it needed to object before the board of review. These requirements did not violate the taxpayer's rights to due process.

Northbrook Wisconsin, LLC v. City of Niagara, 2014 WI App 22, 352 Wis. 2d 657, 843 N.W.2d 851, 13-1322.

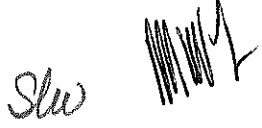
Under sub. (3) (b), a taxing district has 90 days after a claim for excessive assessment has been filed to either allow it or disallow it.

If the taxing authority fails to act on the claim within 90 days, the claim is deemed disallowed under sub. (3) (a). A statutory limitation period does not commence once a claim is deemed disallowed under a statute that requires receipt of notice of the disallowance to trigger the limitation period. As the claimant in this case never received notice of the disallowance of its claim by certified or registered mail, the 90-day limitation period was not triggered and the action was timely commenced. *Walgreen Co. v. City of Oshkosh*, 2014 WI App 54, 354 Wis. 2d 17, 848 N.W.2d 314, 13-1610.

The plaintiffs were entitled to a hearing to contest their tax assessment even though they did not permit a tax assessor to enter the interior of their home. *Milewski v. Town of Dover*, 2017 WI 79, 377 Wis. 2d 38, 899 N.W.2d 303, 15-1523.

Over Assessed? Appealing Home Tax Assessments. McAdams. Wis. Law. July 2011

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	Combined Services Agreement for Annual Assessment Services with Tyler Technologies for the Period 2019-2021	ITEM NUMBER G.7.

Since 2004, the City of Franklin has contracted with Tyler Technologies Inc. for assessment-related services: 1) role of Statutory Assessor, 2) annual maintenance and clerical services (clerical services added in 2016), and 3) periodic revaluation services. The most recent contract was a 3-year "combined" contract for all three services which expired December 31, 2018. Mark Link, the City Assessor, had informed back in December that there would be no interruption of services while the new attached contract was being prepared/reviewed for the 2019-2021 term. 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 last year's and proposed costs for the new 3-year (2019-2021) combined service agreement:

	2018	2019	2020	2021
Assessor Services	\$84,000	\$85,500	\$87,000	\$88,500
Maintenance & Clerical Services	\$86,200	\$87,800	\$89,500	\$91,200
Revaluation Services	\$32,000	\$32,600	\$33,200	\$33,800

These costs reflect less than a 2% increase each year for each service.

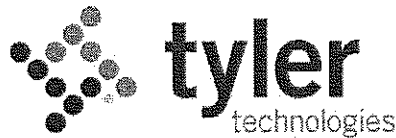
Revaluation Services: For the past 2016-2018 contract, Tyler Technologies performed an "Interim Market Update" revaluation all three years, which is based upon statistical review and is allowed under State statute. The annual revaluation significantly smoothes out the impact on individual parcels of the revaluation process. Property valuation changes occur more gradually and remain more consistent with the market place. Also, back in 2016, the City added an additional step that included a City-wide update of its digital photos for all commercial and residential properties providing a cost savings and thus allowing the City to perform annual revaluations for much lower costs using the Interim Market Update revaluation.

This new 3-year contract again provides for an Interim Market Update Revaluation of all taxable real property for assessment years 2019, 2020, and 2021. Other than date changes, minor deletions of no longer applicable language, clarification of City Hall hours for the clerical services purposes, and incorporating the "clerical services" portion of the contract directly into the new contract instead of as an addendum from the last contract, the attached contract is exactly the same as the last contract.

Staff recommends approval of this new 2019-2021 three-year contract for assessment services.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, City Clerk, and Director of Administration to execute the attached service agreement between the City of Franklin and Tyler Technologies for annual combined assessment services for the period 2019 through 2021.



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" or "City"** means the CITY OF FRANKLIN, WISCONSIN, 9229 W. Loomis Road, Franklin, WI 53132.
- **"Effective Date"** is January 1, 2019 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, 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 the Wisconsin Assessor's Manual, 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 thirty (30) 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 agreed upon 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 disputed 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, 2021. 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 (a) personal injury or property damage to the extent caused by our negligence or willful misconduct subject to Wisconsin's contributory negligence law; or (b) our violation of a law applicable to our performance under this Agreement.

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, subject to Wisconsin's contributory negligence law. 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 AND EXCEPT FOR THOSE CLAIMS BASED UPON OUR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, 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 YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED ONE AND ONE-HALF (1 ½) TIMES THE TOTAL FEES SET FORTH IN THE INVESTMENT SUMMARY. 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.** EXCEPT FOR THOSE CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY 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 A PARTY HAS 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. At all times relative to the life of this Agreement, Tyler shall provide Professional Liability Insurance (errors and omissions) in the amount of at least two (2) million dollars (claims made basis).

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 Milwaukee County Circuit Court. 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 Tyler 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.

- a. Tyler shall retain and maintain all of its internal financial, accounting and billing records pertaining to this Agreement ("Tyler's Internal Records") 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 Tyler's Internal Records available for inspection by the Client up to one (1) time per year with a minimum one (1) week advanced notice and at the Client's expense.
- b. During the term of this Agreement Tyler shall retain and maintain all of the records containing Client data and created in the course of delivering the Services (the "Work Product Records"). During the term of the Agreement, the Client shall have the right to inspect the progress of the work and the Work Product Records. Tyler shall make the Work Product Records available for inspection by the Client upon request. At the end of the term of this Agreement, Tyler shall provide the Work Product Records to the Client.

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: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Way
Moraine, OH 45439
Attention: VP & GM Appraisal Services

Address for Notices:

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



Investment Summary

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-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$85,500.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2019, through December 31, 2019.

The Client shall pay Tyler a fee of **EIGHTY-SEVEN THOUSAND DOLLARS (\$87,000.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2020, through December 31, 2020.

The Client shall pay Tyler a fee of **EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$88,500.00)** for the services described in Exhibit C, Schedule A for the period of January 1, 2021, through December 31, 2021.

Schedule B (Annual Maintenance Services):

The Client shall pay Tyler a fee of **EIGHTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$87,800.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2019, through December 31, 2019.

The Client shall pay Tyler a fee of **EIGHTY-NINE THOUSAND FIVE HUNDRED DOLLARS (\$89,500.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2020, through December 31, 2020.

The Client shall pay Tyler a fee of **NINETY-ONE THOUSAND TWO HUNDRED DOLLARS (\$91,200.00)** for the services described in Exhibit C, Schedule B for the period of January 1, 2021, through December 31, 2021.

Schedule C (Revaluation Services):

The Client shall pay Tyler a fee of **THIRTY-TWO THOUSAND SIX HUNDRED DOLLARS (\$32,600.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2019, through December 31, 2019.

The Client shall pay Tyler a fee of **THIRTY-THREE THOUSAND TWO HUNDRED DOLLARS (\$33,200.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2020, through December 31, 2020.

The Client shall pay Tyler a fee of **THIRTY-THREE THOUSAND EIGHT HUNDRED DOLLARS (\$33,800.00)** for the services described in Exhibit C, Schedule C for the period of January 1, 2021, through December 31, 2021.



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 2019, 2020, and 2021 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 accordance 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 doomage 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 Tyler staff, 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 2019, 2020, and 2021 Assessment Roll, Tyler shall have a representative present during all scheduled hours of Open Book.
- G. **Board of Review.** Utilizing Tyler staff, and Client staff as authorized within the City Attorney's Office, Tyler shall defend all Assessment Roll valuations for the years 2019, 2020, and 2021 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 City's Finance Director/Treasurer 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), and the Annual Assessor's Report (AAR).
- J. **Tyler shall ensure that the version of the Client owned Univers system is the most currently updated version of Univers software and maintain support of said software.**
- K. **Project 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 Tyler 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 the 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.

- L. Client Staff Supervision - Tyler will provide supervisory guidance and training to current and future municipal staff, as directed by the City Director of Administration, in the use of assessment related computer programs and in understanding the location and interpretation of assessment property tax information and other material generally utilized by Tyler. Such training shall be accomplished within a reasonable time of need and within Tyler's regular hours of availability hereunder, during the entire term of this Agreement.
- M. Tyler will provide a telephone number(s), at which a responsible member of its staff may be located during normal business hours, Monday through Friday of each week, which number(s) may be used by property owners and City staff and officials in contacting Tyler during normal business hours.
- N. Tyler shall report and be accountable to the Director of Administration, serving as the Client's representative for the Mayor and Common Council.

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 Schedules A and C.

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, 2019 and continue through December 31, 2021.
- 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 2019, 2020, and 2021 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 2019 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.
- F. Provide on-site clerical and customer support in addition to the regularly scheduled Assessor hours from Schedule A.
- a. Said hours shall be THIRTY TWO (32) hours per week, Tuesday through Friday, or days mutually agreed to, for the period January 1, 2019 through December 31, 2021 with the exception of days that fall on official City Holidays. The normal hours at City Hall (which may be adjusted at the discretion of the Client subject to mutual agreement by Tyler, which agreement shall not unreasonably be withheld) shall be from 8:30 a.m. to 5:00 p.m. with the exception of a thirty minute lunch period between 12:00 p.m. and 12:30 p.m. De Minimis deviations from the schedule may be authorized in writing (including email) by the Director of Administration and do not require adjustments to fees. Additionally, both Tyler and the Client acknowledge that good customer service may require clerical support to customers past 5:00 p.m. to help customers that arrive before 5:00 p.m.
- G. Tyler will be responsible for the following clerical duties relating to real estate:
- a. Entering permits and maintaining data changes in the Client's Univers CAMA software as needed.
 - b. Updating ownership, mailing information and applicable assessment information into the City's GCS tax software, EditApp software or Govern software. Should the Client change software from EditApp or Govern, Tyler shall update that software with the above information.
 - c. Maintaining the annual parcel splits and combinations in the Client's GCS software.

- d. Answering general assessment questions and providing basic assessment information to the public as requested, as part of the daily routine office coverage.
- e. Review recorded deeds and real estate transfer returns and enter appropriate information into the Client's Univers CAMA software, GCS tax software, or other software.

H. Mobile Home Units

- a. Tyler shall enter all data changes to mobile homes into the mobile home database and create values for January 1 of each assessment year, by January 31 of each assessment year.
- b. Tyler shall prepare and mail annual parking fee notices by the second week of February annually. Tyler shall also update the mobile home database monthly with any new ownership information, lottery credit information and mail a parking fee notice to the new owner. A copy of the mobile home notices shall be given to the City Treasurer's Office.

I. Tyler shall be responsible for the following clerical duties relating to personal property:

a. Mailings

- i. Tyler shall be responsible for generating labels and forms from the existing personal property database, including all known accounts to be added or deleted as discovered throughout the calendar year, as of the close of the previous year's Board of Review, and shall mail blank personal property forms to all holders of personal property as known as of January 1 of each assessment year, by January 15 of each assessment year.
- ii. Tyler shall be responsible for mailing out reminder letters to all personal property owners that do not return a form by March 1 of each assessment year. The reminder letters shall be sent prior to placing "doomage" assessments on the personal property accounts.
- iii. Tyler shall be responsible for generating a file of personal property notices of assessment.
- iv. Tyler shall be responsible for mailing the personal property notices of assessment.
- v. Tyler shall send out letters and/or forms, as needed, upon discovery of any new personal property accounts.

b. Maintaining New/Deleted Accounts

- i. Tyler shall be responsible for creating new accounts in GCS and assigning the new account number. Tyler shall also be responsible for deactivating accounts

from GCS for businesses no longer in operation as of January 1 of each assessment year.

- ii. Tyler shall be responsible for creating new accounts in the Personal Property Database. Tyler shall be responsible for deleting accounts no longer in business as of January 1 of each assessment year from the Personal Property Database.

c. Valuation

- i. Tyler shall be responsible for entering values as received on all returned personal property forms in the Personal Property Database.

Schedule C – Revaluation Services

1.0 INTRODUCTION

Tyler will perform an Interim Market Update Revaluation of all taxable real property for assessment years 2019, 2020 and 2021 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 January 31, 2019.

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 City:

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 City 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 Tyler 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) of the Wisconsin Statutes, and Tyler shall be responsible for all final values arrived at in compliance with same. Additionally, Tyler 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 Univers 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 City.

11.3 Income Analysis

In valuing income-producing properties, the appraiser shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for each type of property, typical vacancy rates, and typical operating expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved

parcels, this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the 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 City 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.

14.1 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.

14.2 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.

14.3 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.

14.4 Tyler shall present a list of all partial assessments of improvements as of January 1 annually 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 UNIVERSTM 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, Tyler 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 Tyler.

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 2019, 2020, and 2021 assessment rolls 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 Maps

Upon specific request, the Client shall furnish one (1) set 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.

23.3 Miscellaneous General Agreements

The City's 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.

23.4 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.

23.5 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.

- 23.6 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, 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 Agreement.

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 annually by January 31 of each year. 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 2019, 2020, and 2021 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.

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	Information Technology Services Agreement with Heartland Business Systems (HBS)	ITEM NUMBER G.8.
<p>Attached is a contract for services with Heartland Business Systems, LLC (HBS) to continue their provision of information technology services for the City of Franklin. Their prior contract was last effective for January 2014 and has been operating on a month-to-month basis since that time. That old contract was in an outdated format which has been significantly updated to reflect current operations.</p> <p>HBS has been a valued contractor that has grown with the City during our period of substantial enhancements ever since hiring a professional IS Director, Jim Matelski. They have been responsive and continue to engage the City in all aspects of technology related efforts. For example, they are doing the sound system design. They have also competed for numerous capital projects, winning some and loosing numerous others over recent years (which helps to keep their pencil sharp). Although they have experienced some turnover in recent years in the Account Manager position, they have remained attentive, and the current individual, Greg Borchard, is very proactive and responsive. They have also been very useful in trouble shooting and helping to identify strategies and approaches to operational issues.</p> <p>HBS is a large, Wisconsin-based IT services firm that has a broad range of specialists that are accessible to the City (and Jim Matelski specifically) through the contract. The contract primarily covers two general areas. First, it covers the two full-time independent contractors that they provide on-site. One primarily covers City Hall and Fire Department help desk type tasks and station set ups. The second focuses on similar issues and network tasks at the Police Department. This function is the vast majority of the contract. The 2014 contract did provide for Level 1, Level 2, or Dual Technicians, but since that time we have only used the dual-type position, so this contract no longer distinguishes the three different service levels.</p> <p>The second primary area is the authority for individual Statements of Work (SOWs). SOWs give Jim access to the other technical support individuals/specialists identified at the end of the contract for a particular problem or project at a defined rate. For example, the City can acquire a block of time for a Database Administrator to resolve a problem occurring with a SQL database, should one occur. The responsiveness of the structure allows immediate response to technical problems and is essential to ongoing operations. The contract, therefore, continues to enable the Director of Administration (DOA) to execute an SOW that then is subject to all of the terms and conditions of the contract. The DOA's authority in this regard is, of course, limited to available appropriations, which itemized portions are allocated to Information Services (\$135,000) and the Police Department (\$115,000).</p> <p>Pricing for the core services at \$55.73 per hour remains under market rates for on-site IT support. The Technology Commission has consistently supported continuing to work with</p>		

HBS based upon their performance and upon their low rates. The rate was last adjusted for the new 2014 contract, so the 6% increase incorporated herein remains very reasonable at just over 1% per year since the last adjustment. The budget has sufficient appropriations and anticipated such an adjustment given the long period of unchanged rates.

One strength of the contract remains a 30-day termination notice period. If they ever begin to fail to perform or the City determines to head off in a different direction, the City has a lot of flexibility to do so.

The update to the contract and adjustments to rates were a long time in coming. The contract is effective January 1, 2019. The Director of Administration and Information Services Director recommend approval.

COUNCIL ACTION REQUESTED

Motion to authorize the Mayor, Director of Clerk Services, and Director of Administration to execute the Heartland Business Systems, LLC, Information Technology Services Agreement.

**HEARTLAND BUSINESS SYSTEMS, LLC
INFORMATION TECHNOLOGY SERVICES
AGREEMENT**

CUSTOMER: City of Franklin, Wisconsin
(hereafter referred to as
"CITY")
PROJECT: Information Technology
Services

PREAMBLE

Heartland Business Systems, LLC (hereafter referred to as HBS) and CITY mutually enter into a contract providing for HBS to provide certain Information Technology Services to CITY.

Therefore, the parties agree that this contract shall serve as the stipulation of the services, service levels, pricing, and other such terms as mutually agreed to between HBS and the CITY; the acceptance by HBS of all the terms and conditions included and incorporated herein; and the establishment of a contract between the CITY and HBS.

CITY NEEDS

The CITY needs technical services with respect to its Local Area Network ("LAN"), Wide Area Network ("WAN"), desktop support, communications systems, and Information Technology ("IT") functions. Specifically, the CITY has a need for regularly scheduled on-site technical support and such additional technical support as requested, on an on-call basis and on a scheduled part time basis with respect to the CITY'S LAN and WAN.

DESCRIPTION OF SERVICES

HBS will provide qualified technical personnel as necessary to complete designated objectives agreed upon with CITY. The appropriate service records will be provided to the CITY for each visit.

1. **On-Site Staffing Support – Full-time** as defined in attached Schedule A. HBS will provide two onsite IT Technicians to provide IT support to CITY'S staff with respect to the software and hardware utilized in the CITY's technology infrastructure including the work stations and printers connected to CITY'S LAN and WAN and communications systems. Each onsite Technician will be available on Monday through Friday, as requested by the CITY, and as mutually scheduled, averaging 40 hours per week and 50 weeks per year, except on days and for weeks when the CITY'S offices are closed and on regularly scheduled holidays of the CITY. Each onsite Technician will be available to work non-scheduled hours, as mutually agreeable between HBS and the CITY and if such non-scheduled hours would result in an individual Technician working more than 40 hours in any particular Monday through Friday work week, the Technician will be allowed a reduction in the

regularly scheduled hours for such week such that the total hours worked during such week by the Technician will not exceed 40 hours, unless otherwise mutually agreed to.

- On-Site Staffing Support – Full-time resources must ensure that request for time-off do not conflict with the work scheduled by the CITY prior to obtaining approval from the resources HBS Team Lead. [Note: Requesting and obtaining such approval shall not be construed as evidence of employment by the CITY.]
- Any billable time in excess of 40 hours required by the CITY will be billed at 1.5x standard bill rate, as stated in Schedule A. Billable time in excess of 40 hours will require written approval from the CITY to HBS.

2. **Non-On-Site Staffing Support.**

HBS will provide support services at CITY'S request. These support services will require a signed Statement of Work (SOW) specifying services required and maximum "not to exceed" amount based on billing rate as specified in Schedule A (attached) or amount mutually agreed upon for services not specified in Schedule A.

3. **Account Manager Support.**

Except as otherwise mutually agreed by the parties in writing, HBS, at no additional cost, will provide Account Manager services as determined necessary by HBS, including attendance at a twice-monthly status meeting.

TERMS AND CONDITIONS

1. SCOPE

On-Site Staffing Support – Full-time. HBS will provide services as provided in Appendix A and in the "Description of Services."

Non-On-Site Staffing Support–HBS will provide services as specified in an SOW approved by CITY. The Director of Administration shall have the authority to sign a Statement of Work on behalf of the CITY.

2. TERM OF AGREEMENT

This Agreement shall commence effective January 1, 2019 and cover a period including all of calendar year 2019 and shall continue thereafter on a month-to-month basis until such time that the Agreement is terminated, as provided for herein, or modified or extended by a separate, future agreement.

3. PLACE OF SERVICE

Services provided for herein will be performed at the various CITY properties and facilities, unless otherwise agreed to in writing by the parties.

4. LIABILITY FOR SERVICES

CITY is relying upon HBS's expertise in the provision of services, materials, and products under this Agreement, and HBS warrants that it will provide such services, in a professional, timely, and efficient manner and as would a reasonable and prudent provider in the computer and related technology services industry in the Southeastern Wisconsin area. Any limitation of liability may be made subject to required insurance coverages. HBS shall serve as CITY's professional representative in matters to which this Agreement applies. HBS is not guaranteed to be the CITY's sole representative in such matters, and the CITY is not restricted from engaging other professional service consultants to address such matters as the CITY shall determine is appropriate.

5. INDEMNIFICATION

- A. To the fullest extent permitted by law, HBS shall indemnify and hold harmless CITY, CITY's officers, directors, partners, and employees from and against costs, losses, and direct damages (including but not limited to reasonable fees and charges attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of HBS or HBS's officers, directors, partners, employees, and consultants in the performance of HBS's services under this Agreement. However, under no circumstances shall HBS's total aggregate liability for indemnification and defense under this Agreement exceed the total amount that CITY has paid HBS pursuant to this Agreement during the twenty-four (24) month period immediately preceding the date on which the cause of action arose.
- B. To the fullest extent permitted by law, CITY shall indemnify and hold harmless HBS, HBS's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CITY or CITY officers, directors, partners, employees, and consultants with respect to this Agreement.
- C. To the fullest extent permitted by law, HBS's total liability to CITY and anyone claiming by, through, or under CITY for any injuries, losses, damages and expenses caused in part by the negligence of HBS and in part by the negligence of CITY or any other negligent entity or individual, shall not exceed the percentage share that HBS's negligence bears to the total negligence of CITY, HBS, and all other negligent entities and individuals.
- D. Nothing contained within this Agreement is intended to be a waiver or estoppel of the contracting municipality, CITY or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality, CITY 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.

6. NON-SOLICITATION OF EMPLOYMENT

HBS and CITY agree not to offer, promise, or engage in employment with personnel

and/or contractors from the staff of the other for a period of ONE (1) year from the completion of the assignment and/or during the time that the assignment is in progress. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin, provided that the CITY has not directly or indirectly solicited the individual for employment with the CITY.

7. ASSIGNMENT/SUBCONTRACTORS

This Agreement shall not be assigned by either party without the express written consent of the other party. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their successors and permitted assigns. HBS agrees not to subcontract any of the Services without the prior written approval of the CITY, which shall not be unreasonably withheld.

8. TERMINATION/CANCELLATION

A. The Agreement may be canceled by either party, for any reason, upon submission of a 30-day written notice of termination to the other party. HBS shall be responsible for continuation of services during the termination notice period, and the CITY shall be responsible for payment for services performed according to the Agreement during the termination period.

B. This Agreement may be terminated, at any time, by the mutual agreement of the CITY and HBS.

9. HARDWARE AND SOFTWARE PURCHASES

Any sales, excise, duty or other tax or fee imposed by any government authority on the Services shall be the responsibility of CITY. HBS and CITY agree to use their best efforts to allow CITY to make all hardware and software purchases directly if such direct purchases will allow for a reduction in cost and/or sales taxes to be paid by CITY.

A. WARRANTY. Any hardware, software, or parts may be subject to a warranty made by the manufacturer or other third party to CITY and, if so, the terms and conditions of such warranty are embodied in other documents. CITY acknowledges that HBS is not a party to any such warranty, and that any rights or remedies that CITY may have pursuant to said warranty are against the manufacturer or other third party directly, and is not assertable against HBS. HBS MAKES NO WARRANTY WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER ("Hardware and Software Purchases"). CITY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY WARRANTY OR REPRESENTATION BY HBS WITH RESPECT TO THE PRODUCTS OR SERVICES SOLD HEREUNDER, EXCEPT AS ARE EXPRESSLY CONTAINED HEREIN. ANY IMPLIED WARRANTY OF MERCHANTABILITY, AND ANY IMPLIED WARRANTY THAT THE PRODUCTS OR SERVICES SOLD HEREUNDER ARE FIT FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

B. ACCEPTANCE OF PRODUCTS. CITY shall be deemed to have irrevocably

accepted the products and services sold hereunder if CITY has not given to HBS a written notice of rejection, describing the basis for rejection, within 10 business days after delivery, which time period for individual instances may be extended by written agreement of the parties.

10. EXTENSION

This Agreement may be extended by an agreement signed by both parties. The price for Services during any extension period shall be the HBS standard price at the time of extension, unless otherwise mutually agreed to in writing.

11. RECORDS RETENTION

HBS shall maintain all records pertaining to this Agreement during the term of this Agreement and for a period of 3 years following its completion. Such records shall be made available by HBS to CITY for inspection and copying upon request.

12. MISCELLANEOUS PROVISIONS

- A. Professionalism: The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this Agreement shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this Agreement, all services and any and all materials and/or products provided by HBS under this Agreement shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: HBS warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. HBS warrants that it will immediately notify the CITY if any actual or potential conflict of interest arises or becomes known to HBS. Upon receipt of such notification, a CITY review and written approval is required for HBS to continue to perform work under this Agreement. Additionally, HBS shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CITY.
- D. Warranty as to Proper Licensing. CITY warrants and represents to HBS that it possesses a proper license for all software being used by CITY and shall hold HBS harmless from any claims or suits premised upon breach of any third party's proprietary rights with respect to such software. In addition, HBS shall possess a proper license for any software that HBS utilizes in the CITY's network or environment.
- E. Excluded Equipment. HBS may discontinue providing services with respect to any hardware for which it can no longer readily obtain repair parts or technical assistance.
- F. CITY's Responsibility. CITY shall use its best efforts to cooperate with HBS in connection with HBS's carrying out its duties hereunder, and CITY shall refrain

from any act or omission that could frustrate HBS's performance. In that regard, but not by way of limitation, CITY shall designate the internal chain of command for each location at which services are expected to be rendered under this agreement, with full authority to act for CITY in the event that CITY's input is required in order to affect any aspect of the services provided hereunder.

- G. CITY's Warranty as to Proper Backup. CITY warrants and represents to HBS that CITY's data and system has been properly backed up prior to the commencement of any services provided by HBS and understands that, except to the extent as may be provided for by "Terms and Conditions" Item 5, above, HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of improper backup situations or data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- H. Suspension of Products and/or Services. HBS may, at its option, suspend providing products and/or services hereunder in the event that the CITY is delinquent on payment of any outstanding invoices.
- I. Exclusive Remedy/Limitation of Liability. Notwithstanding any other provision herein, except in the case of gross negligence or criminal conduct, HBS's liability for breach of this agreement, or breach of any warranty, express or implied, found to have been made in connection with this agreement, shall be to repair or replace, at its option, any defective hardware, software, or parts sold hereunder; HBS shall have no liability for any other damages, consequential or otherwise. HBS shall have no liability whatsoever to CITY if computer software or computer hardware sold hereunder is subsequently upgraded, or is otherwise used with software or hardware that was not used with the software and/or hardware sold hereunder at the time of installation, or if any such software or hardware has been serviced by anyone other than HBS. HBS shall have no liability whatsoever, under any circumstances, for any damages suffered by CITY as a result of data which has not been backed up and that is lost, for any reason, in connection with the services or use of the products sold hereunder.
- J. HBS's Responsibility. Warranties, software licenses, or subscription for services, sold by or on behalf of HBS or a third-party partner of HBS, must have accurate reporting of purchase date, length of service term, expiration date, and associated product or service type. HBS will submit written notification to the CITY of the expiration of a warranty, license, or service subscription 45 days prior to the expiration date or final date of the applicable term. License, warranty, or subscription reports may be requested by CITY for internal or auditing purposes.

13. ENTIRE AGREEMENT

This Agreement represents and expresses the entire agreement between the parties as to the subject matter hereof, and supersedes all prior understandings or agreements, whether oral or written. No employee or agent of HBS is authorized to make any representation or warranty binding upon HBS, unless contained within this Agreement. This Agreement may be modified only by written instrument signed by

both parties hereto. In the event CITY has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on CITY'S forms shall not be deemed accepted by HBS. In the event HBS has forms containing terms different than as contained herein, the terms contained herein shall prevail, and any terms contained on HBS'S forms shall not be deemed accepted by CITY.

14. SEVERABILITY

If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in force and effect as if such invalid or unenforceable term had never been included.

15. GOVERNING LAW AND DISPUTES

The terms of this Agreement shall be construed and enforced under the laws of the State of Wisconsin, and any action to challenge or enforce the provisions of this Agreement shall have as its venue the Circuit Court for Milwaukee County, Wisconsin. The prevailing party in any litigation commenced pertaining to this Agreement shall be entitled to its reasonable costs of litigation, including, without limitation, reasonable attorneys' fees, to be paid by the other party as part of the award or judgement resulting from such litigation.

16. INDEPENDENT CONTRACTOR

HBS and the CITY agree that HBS and each of its employees, contractors, and agents are not an employee of the CITY and that the relationship between the CITY and HBS is that of independent contractor. Neither HBS or CITY has the right or authority to assume or create any obligations or responsibilities, express or implied, on behalf of the other and may not bind the other in any manner whatsoever without the express written permission of the other as to such matter.

17. CONFIDENTIALITY

HBS agrees that HBS and all of its employees shall maintain strict confidence regarding all privileged or confidential information received by or brought to the attention of its employees by reason of this Agreement or in the performance of duties provided for herein. HBS acknowledges that violation of this section may, particularly with regard to confidential Police Department records, constitute a criminal violation, as well as a contract violation. This section shall in no way restrict HBS from acting in accordance with the laws of the City of Franklin, State of Wisconsin, or United States of America.

18. PROJECT PERSONNEL

HBS shall designate qualified and responsible employees to perform the services provided for herein; however, the individuals so designated shall require approval by the CITY, which approval shall not unreasonably be withheld. Upon request by the CITY, HBS shall provide the CITY with a listing of the full name, residential address, and birth date of employees assigned to this project.

21. **INSURANCE**

The HBS shall, during the life of the Agreement, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A.	Limit of General/Commercial Liability	\$2,000,000
B.	Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C.	Excess Liability for General Commercial or Automobile Liability	\$5,000,000
D.	Worker's Compensation and Employers' Liability	\$500,000
E.	Professional Liability	\$2,000,000

Upon the execution of this Agreement, HBS shall, upon request, supply CITY with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CITY, and naming CITY as an additional insured for General Liability.

TERMS OF PAYMENT

Invoices will be submitted monthly by HBS to the CITY for actual time charges incurred. The CITY will pay all invoices promptly or within thirty (30) days of receipt thereof. However, the previous sentence shall not apply to any specific portion of an invoice that the CITY withholds payment for, due to a bona fide dispute. In the event of such a dispute, the CITY shall provide HBS with a detailed written statement regarding the disputed portion of the invoice that the CITY is withholding payment on, as well as any supporting documentation. The CITY shall include this written statement with the timely payment for the undisputed portion of the invoice. The rates of service as specified in Schedule A (attached) may be adjusted by mutual written agreement of both parties at any time during this Agreement.

ADDITIONAL COSTS

In addition to amounts billed in accordance with the Terms of Payment section of this Agreement, CITY shall be responsible for certain additional technical support costs, such as specialty field engineers, as mutually agreed to in an executed SOW prior to performing such services requiring the additional technical support. Rates for such additional services shall be as mutually agreed to in writing prior to performing such services. Payment terms for such additional costs shall be as per the "Terms of Payment" herein unless modified by the SOW.

NOTICE

All notices or other communications required or permitted hereunder or necessary or convenient shall be in writing and shall be deemed to have been delivered when mailed by registered mail return receipt requested and as otherwise provided for by law, postage prepaid, or by fax or e-mail (except provided that such email receives an appropriate responding email), addressed as follows:

If to HBS: Heartland Business Systems, LLC
N28 W23050 Roundy Drive,
Suite 2A Pewaukee, WI 53072
Phone No.: 262-650-6500
Fax No.: 262-650-6530
E-Mail: Greg Borchard [gborchard@hbs.net] (Account Manager)

And

Heartland Business Systems, LLC
P.O Box 347 - Attn: Legal Dept. Little Chute, WI 54140
Phone No.: 920-788-7720
Fax No.: 720-788-7739
E-Mail: Legal Dept. legal@hbs.net

If to CITY: City of Franklin
Attn: Mark W. Lubberda, Director of Administration
9229 West Loomis Road
Franklin, WI 53132
Phone No.: (414) 858-1100
Cell No.: (414) 659-3087
Fax No.: (414) 427-7627
E-Mail: mlubberda@franklinwi.gov and
Lisa Huening [luening@franklinwi.gov]

Amendment to the notification names or addresses as set forth above does not require amendment to the Agreement, but may be executed and completed by providing notice of the amended addresses.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the _____ day of _____, 2019.

HEARTLAND BUSINESS SYSTEMS, LLC (HBS)

BY: _____
Peter Helander, CEO (Date)

CITY OF FRANKLIN

By: _____
Steve Olson, Mayor (Date)

By: _____
Sandi Wesolowski, Director of Clerk Services (Date)

By: _____
Mark W. Lubberda, Director of Administration (Date)

SCHEDULE A: BILLING METRIC

(Time billed in 15 minute increments)

On-site Staffing Support Position – Full-time: Bill Rate: \$55.73/hr.

- End user problem management and desktop support
 - Record problems and issues with a central ticketing system and provide full resolution to problems within defined service level agreements.
 - Interface with application or infrastructure vendors to provide full resolution for reported problems.
 - Deploy desktop applications, web/cloud applications, and imaging of workstations and laptops using both block-image and package provisioning tools.
 - Install new desktop or laptop hardware or upgrade existing systems as needed.
 - Document all application installation and user provisioning instructions.
 - Track and maintain all hardware and software assets.
 - Maintain fluency in Microsoft Office, particularly Word, Excel and Outlook.
 - Configure and maintain new user accounts using Active Directory management tools, along with setting up accounts within dedicated business applications (Exchange, Govern, GCS, RMS, SQL, etc.).
 - Deploy operating system and application hotfixes and services packs using automation tools. Monitor all hotfixes to ensure a successful deployment within 30 days of staging.
 - Adhere to system security standards and maintain auditing documentation.
- Server & Storage Maintenance
 - Actively analyze performance and capacity metrics for all server and storage systems.
 - Identify performance or capacity issues, implementing proactive remediation to prevent outage.
 - Implement and maintain Active Directory Group Policies and login scripts.
 - Provision new virtual machines using defined templates and configure server application to deployment standards.
 - Manage and deploy server and client antivirus software such that all devices have current agents, engines, and virus definition files.
 - Maintain all network switches and routers, updating VLAN assignments and provisioning new ACLs.
 - Network configuration is limited to internal devices only.
 - Maintain technical documentation for all server and networking equipment.
- Managing system and tape backups
 - Setup and configure all virtual server backup imaging jobs, monitoring the successful job completion and replication on a daily basis.
 - Setup and configure all tape backups for physical servers and appliances.

- Setup and maintain all email archiving appliances, monitoring the successful journaling of all email accounts.
- Administer and implement back up procedures per established policy, including but not limited to performing tape rotations on a daily basis, moving tapes to off-site storage, etc.
- Project Implementation Tasks
 - Execute the implementation of project tasks for desktop, application, or infrastructure changes
 - Interface with application, security, and infrastructure vendors for the successful completion of project tasks.
 - Additional support duties as required for the coordination and implementation of project tasks.

Additional Staffing Support – as needed Bill Rate: \$95.00/hr.

- Same as “On-site Staffing Support Position – Full-time” but utilized on “as needed” basis

Network Engineering Support – as needed Bill Rate: \$120.00/hr.

- Server Maintenance & Support
- Troubleshoot and evaluate Network devices (switches, routers, etc.)
- Network Design
- Implementation and Configuration

Level 2 Bill Rate: \$120.00/hr.

Level 3 Bill Rate: \$150.00/hr.

Level 4 Bill Rate: \$165.00/hr.

Network Security Services – as needed Bill Rate: \$225.00/hr.

- Network Security Assessment and Audit
- External and Internal Vulnerability Assessments
- Compliance Assessments

Cabling (low voltage) Services – as needed Bill Rate: \$85.00/hr.

Audio Visual Services – as needed Bill Rate: \$95.00/hr.

Physical Security Services – as needed Bill Rate: 115.00/hr.

Web Development – as needed Bill Rate: \$135.00/hr.

.NET Development – as needed Bill Rate: \$150.00/hr.

SharePoint Support – as needed Bill Rate: \$155.00/hr.

Data Services and Business Intelligence/SQL Server/DBA – as needed Bill Rate:
\$165.00/hr.

Dynamics CRM / 365 Support Bill Rate: \$175.00/hr.

AWS/Azure Support – as needed Bill Rate: \$145.00/hr.

Project Management – as needed Bill Rate: \$160.00/hr.

Emergency and After Hours Support Services Bill Rate: 1.5x specified rate

- 24-hour guaranteed response time

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APPROVAL	REQUEST FOR COUNCIL ACTION	MTG. DATE
<i>slw</i>		1/22/2019
Reports & Recommendations	AUTHORIZE STAFF TO SOLICIT EQUIPMENT CONSIDERED IN THE 2019 HIGHWAY EQUIPMENT REPLACEMENT AND CAPITAL OUTLAY FUNDS AND FOR THE BOARD OF WORKS TO REVIEW AND APPROVE	ITEM NO. <i>G, 9,</i>

BACKGROUND

Within the approved 2019 Public Works Department budget, in the Equipment Replacement Fund, is the replacement of one (1) Front End Loader. Also within the approved 2019 budget, in the Capital Outlay Fund, is the replacement of one (1) Pavement Router. Price quotes will be requested and approved by the Board of Public Works, after review.

ANALYSIS

The 2019 budget anticipated

1. Pavement Router. Amount approved in the 2019 budget (Capital Outlay Fund 41) for this item is \$17,000.00.
2. Front End Loader. Amount approved in the 2019 budget (Equipment Replacement Fund 42) for this item is \$190,000.00.

OPTIONS

Authorize staff to solicit above equipment for the Board of Works to review and approve.

FISCAL NOTE


These purchases are included in the 2019 approved budget as indicated above.

RECOMMENDATION

Authorize staff to solicit bids for equipment considered in the 2019 Highway budgets for the Board of Works to review and approve.

Engineering Department: GEM

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	Contract with Quorum Architects, Inc. for Architectural Services Related to the Design and Construction Phases of the City Hall Roof, HVAC, and Fascia Wood Replacement Project	ITEM NUMBER <i>G. 10.</i>

Attached is a revised contract for architectural services with Quorum Architects. The item was tabled at the meeting of November 13, 2018 after the 2019 budget adoption failed to include sufficient appropriations to fund the project contemplated by that contract. The Common Council then provided additional input to the Director of Administration at the meeting of December 18, 2018.

The attached proposal and contract incorporates the following:

- Scales back the project to reflect the reduced scope of the project (scaled back version of Option B).
- More clearly references a need to address all entrances (for example, either with cladding or altering the shape/size to reduce cladding, etc.).
- Moves planned meetings to City Hall so interested Aldermen may attend, but retains the same number of planned meetings.
- Additional meetings remain an added cost.
- References to a "new community center entrance" were removed.
- The Phase 1 lump-sum price (up to and including the Design Report) is reduced from \$41,820 to \$38,620.
- The Phase 2 (construction documents, bidding, and construction administration) is reduced from \$154,830 to \$139,900 and remains on an "hourly not to exceed basis."
- The City must direct the process to continue, after the end of Phase 1, before Phase 2 costs are obligated.
- The schedule or timeline is adjusted to reflect starting the project promptly, completing the Final Design report by 3/15. The Council would then need to approve it. Phase 2 construction documents could then be completed in about 4 weeks, or by the end of April, for immediate bidding. This is all dependent upon avoiding extra meetings and repeated design review cycles.

Phase 2 covers final construction plan design, creation of bid documents, and construction administration. The construction administration component of the HVAC contract previously authorized with Liechty & Associates, Inc. is incorporated into this contract. A change order to that contract is a separate item on this agenda to remove Mr. Liechty's construction administration component. Mr. Liechty will continue to complete construction documents under his existing contract with the City, which should not require any added cost provided the final remodeling design is generally consistent with the initial concept initially selected.

COUNCIL ACTION REQUESTED

Motion to approve the Professional Services Agreement Between the City of Franklin and Quorum Architects, Inc. for Architectural Services Related to the Design and Construction Phases of the City Hall Roof, HVAC, and Fascia Wood Replacement Project.

AGREEMENT

This AGREEMENT, made and entered into this ____ day of _____, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Quorum Architects, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is 3112 West Highland Blvd, Milwaukee, WI 53208.

WITNESSETH

WHEREAS, the CONTRACTOR is duly qualified and experienced as a municipal services contractor and has offered services for the purposes specified in this AGREEMENT; and

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide architectural design, construction document, bidding, and construction administration services;

NOW, THEREFORE, in consideration of these premises and the following mutual covenants, terms, and conditions, CLIENT and CONTRACTOR agree as follows:

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for architectural design, construction document preparation, bidding review, and construction administration, as described in CONTRACTOR's proposal to CLIENT dated January 17, 2019, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR is not guaranteed to be the CLIENT's sole representative in such matters, and the CLIENT is not restricted from engaging other professional service consultants to address such matters as the CLIENT shall determine is appropriate.
- C. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- D. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- E. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or

professional employees of the other without the prior written approval of the other party. Such limitation, however, shall not prohibit any individual from applying for or being awarded a position advertised as part of the CLIENT's Civil Service System, as provided for by Wisconsin Statutes and incorporated into the Municipal Code of the City of Franklin.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a fixed fee of \$38,620 for Phase One Services, an hourly, not-to-exceed budget of \$139,900 for Phase Two Services, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis following submission of an invoice and appropriate supporting documentation to substantiate the invoice. CLIENT agrees to pay CONTRACTOR's invoice, if undisputed, within 30 days of invoice date for all approved work.
- B. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services, which is inclusive of all expenses, without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT.
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

- A. This AGREEMENT may only be amended by written instrument signed by both CLIENT and CONTRACTOR.
- B. CLIENT may, in writing, request changes in the Basic Services required to be performed by CONTRACTOR and require a specification of incremental or decremental costs prior to change order agreement under this AGREEMENT. Upon acceptance of the request of such changes, CONTRACTOR shall submit a "Change Order Request Form" to CLIENT for authorization and notice to proceed signature and return to CONTRACTOR. Should any such actual changes be made, an equitable adjustment will be made to compensate CONTRACTOR for any incremental or decremental labor or direct costs, respectively. Any claim by CONTRACTOR for adjustments hereunder must be made to CLIENT in writing no later than forty-five (45) days after receipt by CONTRACTOR of notice of such changes from CLIENT.

IV. ASSISTANCE AND CONTROL

- A. Mark Luberda, Director of Administration, acting on behalf of the CLIENT, will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT. Meetings, whether in person or on the phone, solely between Mr. Luberda and representatives of CONTRACTOR shall not constitute a "meeting" or "Additional Service" as described in the proposal.
- B. CLIENT will timely provide CONTRACTOR with information in its possession related to the PROJECT as mutually deemed necessary and pertinent.
- C. CONTRACTOR will appoint Chris Hau, Associate AIA/Principal, CONTRACTOR's Project Manager and other key providers of the Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

- A. This AGREEMENT may be terminated by CLIENT, for its convenience, for any or no reason, upon written notice to CONTRACTOR. Upon such termination by CLIENT, CONTRACTOR shall be entitled to payment of such amount as shall fairly compensate CONTRACTOR for all approved and performed work up to the date of termination, except that no amount shall be payable for any losses of revenue or profit from any source outside the scope of this AGREEMENT, including but not limited to, other actual or potential agreements for services with other parties. Additionally, the CLIENT shall not be entitled for payment for any amount or portion of the cost identified in the proposal as a component of Phase 2 until the CLIENT has provided the CONTRACTOR with notice of a) acceptance of the Design Development report and b) authorization to proceed to Phase 2.
- B. In the event that this AGREEMENT is terminated for any reason, CONTRACTOR shall deliver to CLIENT all data, reports, summaries, correspondence, and other written, printed, or tabulated material pertaining in any way to Basic Services that CONTRACTOR may have accumulated. Such material is to be delivered to CLIENT whether in completed form or in process. CLIENT shall hold CONTRACTOR harmless for any work that is incomplete due to early termination.
- C. The rights and remedies of CLIENT and CONTRACTOR under this section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other article of this AGREEMENT.

VI. INSURANCE

The CONTRACTOR shall, during the life of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier at least equal to the minimum limits set forth below:

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability or Umbrella Policy for General/Commercial and Automobile Liability	\$4,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

Upon the execution of this AGREEMENT, CONTRACTOR shall supply CLIENT with a suitable statement certifying said protection and defining the terms of the policy issued, which shall specify that such protection shall not be cancelled without thirty (30) calendar days prior notice to CLIENT, and naming CLIENT as an additional insured for General Liability.

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. This AGREEMENT does not incorporate any provision for either party to indemnify or hold harmless the other party, including each party's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs).
- B. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT 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.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work promptly and diligently upon execution of this AGREEMENT.

CONTRACTOR shall complete the work in a timeframe as set forth within the proposal.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

CONTRACTOR shall maintain all records pertaining to this AGREEMENT during the term of this AGREEMENT and for a period of 3 years following its completion. Such records shall be made available by the CONTRACTOR to CLIENT for inspection and copying upon request.

XI MISCELLANEOUS PROVISIONS

- A. Professionalism: The same degree of care, skill, and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law: Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest: CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CONTRACTOR to continue to perform work under this AGREEMENT. Additionally, CONTRACTOR shall not take an action or provide to an individual any item that confers a personal benefit upon an employee or officer of the CLIENT.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the day and year first above written.

CITY OF FRANKLIN, WISCONSIN

QUORUM ARCHITECTS, INC.

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

Jesse A. Wesolowski, City Attorney

October 24, 2018
REVISED November 9, 2018
REVISED December 14, 2018
REVISED January 17, 2019



City of Franklin

Attn: Mark Luberda, Director of Administration
9229 West Loomis Road
Franklin, WI 53132
Via email: mluberda@franklinwi.gov

Re: **Architectural Design, Landscape Architectural Design, Engineering Design, Roof Consultant and Cost Estimation Services for the Design Report and Construction Phases of City of Franklin City Hall Roof, HVAC and Fascia Wood Replacement**
Quorum Architects, Inc. Project Number 18042-02P

Mark:

Quorum Architects, Inc. appreciates the opportunity to continue working with you and City of Franklin on the City of Franklin City Hall Façade Renovation. We are pleased to present the following proposal. We look forward to working collaboratively with you and your team.

PROJECT UNDERSTANDING

Quorum Architects, Inc. developed and presented three conceptual options for the City Hall Façade Renovation to the City of Franklin. The Common Council originally selected Scheme C for the project. At the most recent Council Meeting, the Common Council has selected Scheme B to proceed, limited in scope to fall within the cladding budget, and add vestibule and overhangs to the extent the budget allows.

The City of Franklin is requesting Quorum Architects, Inc to provide services to further develop the project, developing in more detail a final design for the main entry, for the Building Inspection door, and replacement of all of the existing wood cladding with a new material around the entire building (which may require consideration of removal/replacement of the existing overhangs at each of the other entrances). The Quorum Architects, Inc Team consists of the following:

- **Quorum Architects, Inc:** Architectural Design, Interior Design, Landscape Architectural Design and Project Management
- **One Source Consulting, LLC:** Civil Engineering
- **Pierce Engineers, LLC:** Structural Engineering
- **Liechty & Associates, Inc.:** Mechanical Engineering
- **Leedy & Petzold, Associates:** Electrical Engineering
- **IRS Roofing:** Roofing Consultant
- **Selzer Ornst:** Cost Estimation

The Quorum Architects, Inc. team will develop the project further in two proposed phases: **Phase One** will carry the design scheme through Design Development by the preparation of a **Design Report** for approval for the project to proceed with construction. We will work with the City of Franklin staff or representatives to finalize the Schematic Design of the project and on the Design Report. We will further detail the project through Design Development to provide an updated cost estimate for the project. **Phase Two**, when Phase One is approved by the Common Council, will

include **Construction Documents** necessary for competitive bidding and **Construction Phase Services**. The following describes our scope of services:



SCOPE OF SERVICES – PHASE ONE (DESIGN REPORT)

Code Review

- Review City of Franklin and State of Wisconsin codes as it relates to the project.

Schematic Design

- Meet with the City of Franklin to review the selected Option B (scaled back to be within budget) and overall project in more detail (e.g. the addition of a drop box), receiving initial design feedback from the staff and City representatives (public meeting notice to be prepared by City if necessary by law).
- Update the concept into schematic design documents based on the meeting.
- Prepare 2-3 schematic design options with material samples based on the feedback received.
- Review the updated plans and elevations with the City of Franklin staff at City Hall.
- Revise Schematic Design Options as necessary for Schematic Design Presentation to Common Council.
- Schematic Design Presentation to the City of Franklin for final approval.
- We include the three (3) meetings described herein; additional meetings or presentations would be billed as an additional service.

Design Development Report

- The approved schematic design documents will be developed into more detailed drawings, sections and interior/exterior elevations.
- We will coordinate all engineering services and roofing consultant to develop the infrastructure systems with the overall design intent.
- Our designers will select interior and exterior finishes and materials for the project for consideration.
- Review the updated plans, elevations, colors and materials with the City of Franklin staff at City Hall.
- Our team will develop a Design Development Report consisting of the following:
 - Overview of Project
 - Basis of Design (Written scope narrative for all disciplines)
 - Design Development Site and Floor Plans, Elevations and Sections, as applicable.
 - Add alternate for new vestibule at primary entry and overhangs at secondary entries.
 - Preliminary Cost Estimates
 - Preliminary Schedule
- We will present the Design Report to City of Franklin to review the revised Design Development report for final approval.
- We include the two (2) meetings described herein; additional meetings or presentations would be billed as an additional service.

Civil Engineering Services

- Limited Topographic & Utility Survey
- Grading, Drainage & Erosion Control Plans
- Construction Administration

Structural Engineering Services

- Provide preliminary structural recommendations for new main vestibule addition,
- Add alternate overhangs at secondary entries.
- Provide preliminary review of existing roof members for addition and removal of mechanical roof top units,



- Provide preliminary comments on infill of existing roof at removed roof top units,
- Perform (1) site visit to the buildings for preliminary observations,
- Review of existing building drawings to aid in understanding of existing building as it applies to proposed modifications,
- Provide preliminary structural recommendations, in the form of written narrative and/or pdf markup of architectural drawings. With this proposal, we do not intend to provide any structural drawings. It is understood that the primary purpose of this preliminary review is to provide guidance to aid in preliminary pricing and costing.
- No other involvement or analysis is included within the scope of this proposal.

Mechanical Engineering Services

- Incorporate hot water radiant floor heating into the proposed new Lobby Entry.
- Incorporate a VRF unit to provide some cooling and dehumidification to the new space.
- Extension of the hot water piping from the boiler system serving the east half of the building to the existing west half of the building and existing main vestibule.
- Added capacity into sizing for the new Lobby Entry heating.
- Provide a "future" branch for a VRF unit to serve the new space.

Electrical Engineering Services

- Review available existing electrical documents for the project.
- Review the existing interior and exterior lighting, security devices, façade/signage lighting, door openers, cameras, and fire alarm system associated with the selected option.
- Design for installation of conduit underneath or through the parking lot for future digital message board/monument sign to replace current monument sign at the street.
- Provide opinions for electrical service which would be addressed for the design and included in the report.
- No changes to the generator are anticipated.

Roofing System Analysis and Selection

- Existing Roof Analysis: Perform a complete analysis of the property's three (3) roof areas to determine the required scope of work. This will include roof core cuts to determine existing construction, analysis of existing drainage and façade systems and the gathering of information to create accurate details. This pre-design survey may include moisture surveys, additional core cuts, environmental analysis, etc.
- Establish Roof System Scope of Work: Develop potential roof system options and assist in the review in order to determine the scope of work that best reflects the needs of the project and available funding, including any additional work deemed necessary. Accurate budget figures will then be established to reflect the agreed upon scope of work.

Cost Estimating Services

- (1) Budgetary Estimate at a Design Development level for the project which includes
 - Site Visit
 - Full Division Breakdown including Mechanical, Electrical, Plumbing, General Construction

SCOPE OF SERVICES – PHASE TWO (CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION)

Construction Document Services

If the Design Report prepared by Quorum Architects Inc. is chosen to proceed into construction, we will proceed with construction documents based on the approved Design Development Documents and any further adjustments in the scope or quality of the project or construction budget. Construction Documents will consist of drawings and material specifications setting forth



in detail the requirements for the construction of the project. Services and deliverables will include:

- Architectural and Engineering Construction Plans, Elevations and Details
- Add alternate for new vestibule at primary entry and overhangs at secondary entries.
- Provide full Construction Specifications Institute -based specifications.
- Submit contract documents to appropriate governing authority for plan review and bidding from subcontractors.

Structural Engineering Scope

- New main vestibule addition, along with new storefront to east of this addition,
- Add alternate overhangs at secondary entries.
- Review of existing roof members for addition and removal of mechanical roof top units,
- Provide detailing for infill of existing roof at removed roof top units,
- Perform up to (2) site visits during the CD/construction phase,
- No other involvement or analysis is included within this proposal.
- Perform structural design of framing and foundation systems (proposal assumes shallow foundations).
- Full construction document preparation and calculations as required,
- Construction administration (RFI response, shop drawing review)

Cost Estimating Services

- (1) Budgetary Estimate at 90% Construction Document Completion

Bidding/Negotiations

- Furnish original set of contract documents to Owner for reproduction and distribution to bidding Contractors.
- Answer General Contractor and Subcontractor questions.
- Prepare and furnish addenda as required.
- Quorum will meet with the City/State Plan Reviewer to discuss the project and apply for a building permit.

Construction Administration

- Attend a pre-construction meeting to be available to answer questions.
- Quorum will visit the jobsite at key intervals in the construction process to ascertain that the construction is proceeding in accordance with the plans and specifications.
- Quorum will conduct bi-weekly progress meetings and issue meeting minutes. Includes one bi-weekly site visit over 3 to 6 months maximum duration of construction.
- Review shop drawings and submittals: Includes one initial review and one re-submittal review maximum per component.
- Architect/Landscape Architect/Interior Designer will make additional site visits if deemed necessary to interpret the intent of the construction documents, or to address site issues.
- Issue Construction Bulletins as necessary.
- Field verify that construction is consistent with Construction Documents in final on-site walk-through punchlist and one punchlist verification site visit.
- At the completion of the project, submit appropriate occupancy compliance forms.

ARCHITECTURAL DESIGN, LANDSCAPE ARCHITECTURAL DESIGN, ENGINEERING DESIGN, ROOF CONSULTANT AND COST ESTIMATION SERVICES FEES:

The Quorum Architects, Inc. Team proposes to complete the above Phase One scope of work on lump sum basis of **\$38,620**, plus in-house reimbursable expenses as enumerated below.



PHASE ONE (DESIGN REPORT)

▪ Quorum Architects, Inc:	\$18,660
Architectural Design, Interior Design, Landscape Design and Project Management	
▪ One Source Consulting, LLC: Civil Engineering	\$ 2,500
▪ Pierce Engineers, LLC: Structural Engineering	\$ 3,000
▪ Liechty & Associates, Inc.: Mechanical Engineering	Included in current contract with owner
▪ Leedy & Petzold, Associates: Electrical Engineering	\$ 4,960
▪ IRS Roofing: Roofing Consultant	\$ 7,000
▪ Selzer Ornst: Cost Estimation	\$ 2,500
Total Phase One Fee:	\$38,620

PHASE TWO (CONSTRUCTION DOCUMENTS, BIDDING AND CONSTRUCTION ADMINISTRATION)

The Quorum Architects, Inc. Team proposes to complete the above Phase Two scope of work on hourly not to exceed basis of **\$139,900**, plus in-house reimbursable expenses as enumerated below. These fees are in addition to services for Phase One itemized above.

▪ Quorum Architects, Inc:	\$74,500
Architectural Design, Interior Design, Landscape Design and Project Management	
▪ One Source Consulting, LLC: Civil Engineering	\$ 4,000
▪ Pierce Engineers, LLC: Structural Engineering	\$ 4,000
▪ Liechty & Associates, Inc.: Mechanical Construction	\$ 3,900
▪ Leedy & Petzold, Associates: Electrical Engineering	\$24,000
▪ IRS Roofing: Roofing Consultant	\$28,000
▪ Selzer Ornst: Cost Estimation	\$ 1,500
Total Phase Two Fee:	\$139,900

Reimbursable Expenses:

Reimbursable expenses include expenses such as parking fees, document printing and reproduction, delivery charges, building permits, and plan exam fees. These reimbursable expenses will be provided on an as-needed basis and will be billed monthly with a 5% administration charge.

SCHEDULE

Quorum Architects proposes commencing work upon approval, estimated by 1/25/2019. Based on this date to be authorized to proceed, we would deliver preliminary schemes for Owner's review developed by the end of February. Assuming minimal revisions/clarifications, Final Design Report would be provided to the City of Franklin by 12:00 pm CST, 3/15/2019. Allowing four weeks for preparation of Construction Documents, we would anticipate bid documents to the Owner by the end of April 2019. Commitment to this schedule will require timely review and decisions by the Owner and the Owner's Consultants. Quorum Architects, Inc. makes no implied warranty of schedule with regard to changes in scope or design required by Local or State Governmental reviews and changes requested by Owner.



ADDITIONAL SERVICES

Should you request additional services due to a change in the above Scope of Services, we will proceed with said services upon your approval, and invoice on an hourly basis, based on our standard hourly rates. Standard hourly rates for 2019 are attached and are revised each calendar year. Owner requested additional Meetings during the Design Report phase and during the preparation of Construction Documents would be billed at \$500 per meeting. Owner requested additional Presentations during Phase One, or Site Meetings during Construction Administration would be billed at \$800 per occurrence.

PREPARATION AND DISTRIBUTION OF ELECTRONIC MEDIA (DRAWINGS / SPECIFICATIONS)

Electronic Media including CADD files are deemed as tools of preparation and instruments of the Architect. Upon request for transfer of the files by the Owner / Client, an additional service billed on an hourly basis plus any reimbursable expenses incurred to create electronic or magnetic media. In the event that files are supplied to the Owner / Client for alteration or expansion of the project, we will assume no responsibility for reuse or alternations of the files by anyone other than Quorum Architects, Inc. and shall be held without liability.

EXCLUSIONS:

Please note that the above scope of services and fee do not include the following:

- Furniture Selection and Specification
- Plan Exam and Permit Fees (reimbursable expense as necessary)
- Security System Design and Documentation
- Fire Alarm expansion beyond new entry vestibule
- Door entry/access system
- Generator upgrade or replacement

MISCELLANEOUS PROVISIONS:

This proposal is based on the terms and conditions of the City of Franklin Standard Form of Agreement Between Owner (City of Franklin) and Architect. Terms of the Agreement, if in conflict with this proposal, supersede the terms and conditions of this proposal.

Invoices will be sent monthly with payment due within 30 days of receipt. Should the production effort be interrupted due to late receipt of payments, it will be necessary to adjust the schedule. Interest will be billed at the rate of 2.0 percent per month on the balance outstanding, 30 days after the date of the invoice, and will be added and compounded monthly. We reserve the right to withhold plans and documents from the review, signature, or distribution process, if account is not currently paid.

As required by the Wisconsin Constitution Lien Law, Quorum Architects, Inc. 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 buildings if not paid. Those entitled to lien rights, in addition to the undersigned, 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 his mortgage lender, if any. Quorum Architects, Inc. agrees to cooperate with the Owner and his lender, if any, to see that all potential lien claimants are duly paid. This proposal remains in effect for a period of one year from the date of acceptance. At that time, we reserve the right to revise our rates in accordance

with changes in our operating costs. Written notification will be given 30 days prior to the effective date of any change in rates.



Please advise as soon as possible the acceptance of our proposal, so we may schedule our work accordingly. We look forward to working with you and being a part of your team.

Sincerely,

A handwritten signature in cursive script, appearing to read "Allyson D. Nemec".

Allyson Nemec, AIA, Principal
Quorum Architects, Inc.

ACCEPTANCE

Architectural Design, Landscape Architectural Design, Engineering Design, Roof Consultant and
Cost Estimation Services for the
Design Report and Construction Phases
of City of Franklin City Hall Façade Renovation
Quorum Architects, Inc. Project Number 18042-02P



Acceptance of Terms:

The undersigned contracts with Quorum Architects, Inc. for the Scope of Work described in the proposal dated October 24, 2018, REVISED November 9th, 2018, December 14, 2018 and January 17, 2019. Authorization to proceed with the Work is granted.

The terms of this proposal shall be invalid if not accepted within 30 days.

Accepted by:

Signature

Print Name, Company

Name of Legal Entity of Contract

Address of Legal Entity of Contract

Date: _____

QUORUM ARCHITECTS, INC. HOURLY RATES – Effective January 1, 2019




Name	Title	Hourly Rate
Allyson Nemec, AIA	Principal Designer	\$150.00/hour
Brian Scotty	Principal Project Manager	\$144.00/hour
Chris Hau	Principal Project Manager	\$144.00/hour
John Curran, AIA	Senior Project Architect	\$144.00/hour
Matthew Edwards, AIA	Project Architect	\$134.00/hour
Mark Knapp, AIA	Principal Architect	\$133.00/hour
Natalie Strohm	Project Manager	\$108.00/hour
Kate Edwards, AIA	Project Architect	\$108.00/hour
Brian Kobasick, AIA	Project Architect	\$107.00/hour
Jennifer Current, RLA	Landscape Architect	\$105.00/hour
Cory Romenesko	Project Manager	\$105.00/hour
Jessica Breitbart, AIA	Project Architect	\$95.00/hour
Mary Claire Cannestra	Interior Designer	\$89.00/hour
Emily Larson, ASID	Interior Designer	\$72.00/hour
Emily Neal	Intern Architect	\$69.00/hour
Kaitlin Furbush	Graphic Designer	\$66.00/hour
Melissa Muller	Graphic Designer	\$65.00/hour
Rose Piwonski	Accountant	\$59.00/hour
Tessa Begay	Intern Architect	\$55.00/hour
Jesse Martin	Intern Architect	\$49.00/hour
Jude Mariutto	Intern Architect	\$49.00/hour
Zach Thiel	Student Intern	\$45.00/hour



"We Recycle Buildings"™

Architectural Design • Interior Design • Site Design

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	An Agreement to Amend the Contract Between the City of Franklin and Liechty & Associates, Inc. for Design of an HVAC System Replacement for Franklin City Hall	ITEM NUMBER <i>G. 11.</i>

The Common Council previously authorized a Contract with Liechty & Associates, Inc. for design and construction administration services for a new HVAC system serving the portion of City Hall between and including the Council Chambers and the Health Department. With the Council having approved moving forward with a broader remodeling component, the Architect and Randy Liechty believe that consolidating the construction services component under one contract is most efficient and most appropriate. Staff concurs.

Mr. Liechty proposes to remove construction administration, originally estimated at \$3,860, from his contract, which amount is incorporated into the pricing presented as per the architectural contract with Quorum Architects. The attached agreement amendment does this.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to execute the attached Agreement to Amend the Contract Between the City of Franklin and Liechty & Associates, Inc. for Design of an HVAC System Replacement for Franklin City Hall.

An Agreement to Amend the Contract
Between the City of Franklin and Liechty & Associates, Inc.
for Design of an HVAC System Replacement for Franklin City Hall

Whereas the City of Franklin, a municipal corporation, 9229 W. Loomis Road, Franklin, Wisconsin 53132 and Liechty & Associates, Inc., a Wisconsin corporation, 15220 Gebhardt Road, Elm Grove, Wisconsin 53122 previously entered into a Professional Services Agreement for design of an HVAC system replacement for the central and southern portions of Franklin City Hall on August 20, 2018; and

Whereas that agreement allows for amendment to the agreement per Article III.A.; and

Whereas this amendment is being executed for the sole purposes of accommodating the transfer of construction administration duties and services to Quorum Architects, Inc. who will separately enlist the services of Liechty & Associates, Inc. as a subcontractor on the City Hall remodeling project;

Now, therefore, the agreement dated August 20, 2018 between the City of Franklin and Liechty & Associates, Inc. for HVAC design and construction services for a portion of City Hall is hereby amended as follows:

1. The price as set forth in Article II. FEES AND PAYMENTS and II.B. of \$29,700 is reduced by \$3,860 to \$25,840.
2. The Construction Administration services, as identified in the proposal dated June 5, 2017 (which is attached to the Agreement), are hereby eliminated from the scope of services. Those services are summarized therein as the following:
 - Review of work phasing and scheduling with the Contractor.
 - Review of shop drawings and submittals.
 - Four (4) site visits, (2) observations during construction, (1) following demolition of existing ducts and RTU equipment removal, and (1) final on-site observation at completion.
 - Review of start-up reports and balancing data.
 - Prepare a final observation report at the completion of construction.

In witness whereof, the said parties have hereunto set their hands this ____ day of _____, 2019.

LIECHTY & ASSOCIATES, INC.


CITY OF FRANKLIN

BY:

BY:

Randall Liechty, President

Mark W. Luberda
Director of Administration

APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/2019
REPORTS & RECOMMENDATIONS	Approval for the City of Franklin to Trade a 1993 Ford F350, VIN #1FDKE30M5PHA43397, for the Village of Hales Corners' 2005 Chevrolet G3500 G-Van, VIN #1GBJG31U251153925	ITEM NUMBER <i>G. 12.</i>

The City of Franklin Police Department uses an old Fire Department vehicle, a Ford F350 (VIN #1FDKE30M5PHA43397), to support its S.W.A.T. Team activities as a command vehicle. The vehicle is from 1993, has 114,779 miles, is in poor shape, and needs approximately \$6,000 worth of repairs. The vehicle is scheduled within the Equipment Replacement Fund because it was originally purchased there for the Fire Department's use as an ambulance. It is, however, a retained vehicle and is not scheduled within the fund for replacement.

The Village of Hales Corners Police Department has recently begun working with and training with the Franklin/Greenfield S.W.A.T. Team. At the same time, the Village of Hales Corners has a fully depreciated ambulance that they were in the process of posting for sale. That vehicle is a 2005 Chevrolet G3500 G-Van, (VIN #1GBJG31U251153925) with only 5,139 miles. This is a very similar, but much newer, vehicle as compared to the one in use by Franklin's S.W.A.T. Team. Franklin staff has inspected the vehicle and determined it is in much better shape than our current vehicle and could easily be converted for use as a command vehicle by the S.W.A.T. Team.

Staff for the communities proposes the City of Franklin and Village of Hales Corners trade vehicles. The Village's Police and Fire Commission has recommended the trade because they felt that this would benefit all three communities participating in the S.W.A.T team. The City of Franklin will salvage the necessary equipment from its current vehicle for installation onto the vehicle from Hales Corners. That vehicle will be City of Franklin property and will become the new S.W.A.T. Team command vehicle. The City's current vehicle will be transferred to the Village, who will then sell it and retain the proceeds, which will presumably be noticeably less than their current vehicle would have returned on the open market. Both transfers will be donations, and the vehicle transferred by the Village of Hales Corners, net of the sales return from Franklin's vehicle, will be considered an equipment donation/contribution by the Village to the S.W.A.T. Team.

This is a win/win.

COUNCIL ACTION REQUESTED

Motion to approve the City of Franklin trading a 1993 Ford F350, VIN #1FDKE30M5PHA43397, for the Village of Hales Corners' 2005 Chevrolet G3500 G-Van, VIN # 1GBJG31U251153925, and to authorize appropriate City staff to execute any necessary documentation.

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APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER H.1.
<p>See attached listing from meeting of January 22, 2019.</p> <p>COUNCIL ACTION REQUESTED</p>		



City of Franklin

9229 W. Loomis Road
Franklin, WI 53132-9728

414-425-7500

License Committee Agenda* Aldermen's Room January 22, 2019 – 5:40 pm

1.	Call to Order & Roll Call	Time:		
2.	Applicant Interviews & Decisions			
License Applications Reviewed		Recommendations		
Type/ Time	Applicant Information	Approve	Hold	Deny
Class A Liquor & Beer Request for Change in Premise Description 5:45 pm	Mega Marts, LLC DBA Pick N Save #6431 7780 S Lovers Lane Rd Jennifer Weed, Agent			
Operator 5:50 pm	Carsen J Abraham 8528 S 68 th St Franklin, WI 53132 Walgreens #15020			
Operator 5:55 pm	Anna M Matecki 2222 E Vollmer Ave Milwaukee, WI 53207 Swiss Street Pub & Grill			
Operator 6:00 pm	Derek J Olszewski 4949 S 72 nd St Greenfield, WI 53220 The Landmark			
Operator	Haya Abdel Monem Aljarrah 6237 S 13 th St, #16 Milwaukee, WI 53221 Andy's On Ryan			
Operator	Robin L Ariens 5808 Dendron Ln Greendale, WI 53129 Michaelangelo's Pizza			
Operator	Mikayla K Baird 1523 N Farwell Ave #2 Milwaukee, WI 53212 Rawson Pub			
Operator	Rebecca A Cottreau 3117 S Austin St Milwaukee, WI 53207 Romey's Place			
Operator	Dao T Dang 1219 Turnberry Dr Pewaukee, WI 53072 St. Martin of Tours Church			
Operator	Sheyla Lee Davila-Lopez 3125 S 11 th St Milwaukee, WI 53215 Andy's On Ryan			
Operator	Son Thanh Le 4927 W Woodland Dr Franklin, WI 53132 St. Martin of Tours Church			
Operator	Shannon P Miller W124S8236 North Cape Rd Muskego, WI 53150 Swiss Street Pub & Grill			

Operator	Laura R Stanislawski 3801 W Oklahoma Ave, #2 Milwaukee, WI 53215 Andy's on Ryan Road			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lioness Club – St Martins Fair Fee Waivers: St Martins Fair Permit, Temporary Class B Beer and Wine Licenses, and Operator's Permit Date of Events: 9/1/19-9/2/19 Location: St. Martins Labor Day Fair			
Temporary Class B Beer	St. Martin of Tours Church – Vietnamese Lunar New Year Person in Charge: Diane Winkowski Location: 7963 S 116 th St Date of the Event: 02/03/2019			
Temporary Entertainment & Amusement	St. Martin of Tours Church – Vietnamese Lunar New Year Person in Charge: Diane Winkowski Location: 7963 S. 116 th St Date of Event: 02/03/2019			
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.

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APPROVAL <i>Slw</i> <i>BA</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 1/22/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER I. 1

Attached are vouchers dated January 4, 2019 through January 17, 2019 Nos. 171890 through Nos. 172321 in the amount of \$ 1,472,289.86. Included in this listing are EFT's Nos. 3925 through Nos. 3936, Library vouchers totaling \$ 7,760.31, Tourism vouchers totaling \$250.00, Property Tax Refunds totaling \$ 81,458.22 and Water Utility vouchers totaling \$ 44,539.47. Voided checks in the amount of \$ (5,259.95) are separately listed.

Early release disbursements dated January 4, 2019 through January 16, 2019 in the amount of \$ 565,947.23 is provided on a separate listing and is also included in the complete disbursement listing. These payments have been released as authorized under Resolution 2013-6920.

The net payroll dated January 18, 2019 is \$ 437,195.78 previously estimated at \$ 425,000.00. Payroll deductions dated January 18, 2019 are \$ 408,368.70 previously estimated at \$ 426,000.00.

The estimated payroll for February 1, 2019 is \$ 390,000.00 with estimated deductions and matching payments of \$ 235,000.00.

***Property Tax refunds are being issued from the City bank account with Property Tax funding City periodically.*

Attached is a list of property tax EFT's Nos. 232 through Nos. 235 dated January 4, 2019 through January 17, 2019 in the amount of \$6,450,585.90. \$ 6,400,000.00 of this represents the transfer of collections to investment accounts and \$ 50,585.90 is reimbursement of tax refunds to General Fund. An additional \$ 37,159,559.66 was transferred from the tax investment account directly to other taxing authorities. These payments have been released as authorized under Resolution 2013-6920.

Settlements with Oak Creek-Franklin Schools, Whitnall Schools, MATC and Milwaukee County have been completed as required by statute, but the transactions are pending in the approval process.

Approval to release payment to American Deposit Management for temporary investment of collected tax funds in the amount of \$2,000,000.00.

Approval to release the below property tax settlements.

Oak Creek Franklin School District	\$ 3,094,752.55
Whitnall School District	\$ 1,313,812.55
Milwaukee County	\$10,760,208.27
M A T C	\$ 2,688,938.40
TOTAL	\$17,857,711.77

COUNCIL ACTION REQUESTED

Motion approving the following:

- City vouchers with an ending date of January 17, 2019 in the amount of \$ 1,472,289.86 and
- Payroll dated January 18, 2019 in the amount of \$ 437,195.78 and payments of the various payroll deductions in the amount of \$ 408,368.70 plus City matching payments and
- Estimated payroll dated February 1, 2019 in the amount of \$ 390,000.00 and payments of the various payroll deductions in the amount of \$ 235,000.00, plus City matching payments and
- Property Tax vouchers with an ending date of January 17, 2019 in the amount of \$ 6,450,585.90 and
- Property Tax settlements direct from investment account totaling \$37,159,559.66 and
- The release of payment to American Deposit Management in the amount of \$2,000,000.00 and
- The release of payment for property tax settlements in the amount of \$ 17,857,711.77.

ROLL CALL VOTE NEEDED