



Common Council Chambers
8040 S. 6TH Street
Oak Creek, WI 53154
(414) 766-7000

COMMON COUNCIL MEETING AGENDA

TUESDAY, OCTOBER 1, 2019

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski - 1st District
Greg Loreck - 2nd District
Richard Duchniak - 3rd District
Michael Toman - 4th District
Kenneth Gehl - 5th District
Chris Guzikowski - 6th District

The City's Vision

Oak Creek: A dynamic regional leader, connected to our community, driving the future of the south shore.

1. Call Meeting to Order / Roll Call
2. Pledge of Allegiance
3. Approval of Minutes: 9/17/19

New Business

4. **Resolution:** Consider Resolution No. 12094-100119, accepting the 2018 Financial Statements and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP (by Committee of the Whole).
5. **Motion:** Consider a motion to approve the job description for Fire Chief (by Committee of the Whole).
6. **Motion:** Consider a motion to concur with the Mayor's appointment of Nicole J. Druckrey, 2251 E. Belmont Pl., to the Parks, Recreation and Forestry Commission to fill a 3-year term vacancy expiring 4/2021.

TREASURER

7. **Informational:** Summarized Treasurer's Report on investment and banking accounts for the month ending August 31, 2019.
8. **Motion:** Consider a motion to authorize the Mayor and City Clerk to execute a three-year Appraisal Services Agreement with Tyler Technologies, Inc., for full assessment and software services, plus a one-time service to update the City's digital images for the period of 11/1/19 through 10/31/22, for an annual fee of \$198,400, \$202,000, and 196,500, respectively (by Committee of the Whole).

WATER & SEWER

9. **Resolution:** Consider Resolution No. 12092-100119, vacating and creating a new electrical easement at 8430 W. Orchard Way (Tax Key Nos. 831-9016-000 and 831-9021-000) (2nd District).

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.

ENGINEERING

10. **Motion:** Consider a *motion* to suspend consideration of the installation of "No Parking Anytime" signs on the north side of E. Lake Vista Drive from 5th Avenue to the western entrance of the parking lot (held 8/5/19) (4th District).
11. **Motion:** Consider a *motion* to award the project to replace the boiler system at Fire Station #3 to Lee Plumbing Mechanical Contractors Inc., at the estimated cost of \$46,700 (Project No. 19006) (1st District).

LICENSE COMMITTEE

12. **Motion:** Consider a *motion* to grant the various license requests as listed on the 10/1/19 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

13. **Motion:** Consider a *motion* to approve the September 25, 2019 Vendor Summary Report in the amount of \$1,071,549.97 (by Committee of the Whole).

MISCELLANEOUS

14. **Motion:** Consider a *motion* to convene into Closed Session pursuant to Wisconsin State Statutes to discuss the following:
 - a. Section 19.85(1)(c) to consider compensation for retiring Fire Chief Thomas Rosandich.
15. **Motion:** Consider a *motion* to reconvene into Open Session.
16. **Motion:** Consider a *motion* to take action, if required.
17. **Resolution:** Consider *Resolution* No. 12093-100119, Resolution of Commendation to Thomas A. Rosandich, retiring Fire Chief (by Committee of the Whole).

Adjournment.

Public Notice

Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Oak Creek City Clerk at 766-7000, by fax at 766-7976, or by writing to the ADA Coordinator at the Oak Creek Health Department, 8040 S. 6th Street, Oak Creek, Wisconsin 53154.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may attend the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice



COMMON COUNCIL REPORT

- Item:** Accepting the 2018 Financial Statements and Auditor's report
- Recommendation:** That the Common Council approve Resolution No. 12094-100119 accepting the 2018 Financial Statements and Auditors' Report as prepared and presented by Baker Tilly Virchow Krause, LLP.
- Fiscal Impact:** Fees for the 2018 audit were contracted and paid out of the 2019 budget
- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background:

Annually, the Common Council formally accepts the financial statements completed by Baker Tilly Virchow Krause, LLP. Attached is a copy of the 2018 Financial Statements and Auditor's Report for the Common Council's review and approval.

Representatives from Baker Tilly Virchow Krause, LLP will be in attendance at the Council meeting to present the financials.

In 2018, the City added \$221,003 to the General Fund fund balance. This was related in large part due to increased permit revenue and retirements and vacant positions throughout the year. The City's General Fund fund balance ended at \$8,433,133 with an unassigned fund balance at 15% which falls into the fund balance policy.

Each year the auditor's report on weaknesses and deficiencies that may exist inside the organization. It is management's responsibility to correct these items each year to improve as the year's progress. The auditors reported the standard note regarding internal control over financial reporting. This essentially says that we do not have an auditor on staff that completes and then reviews the financials, which most small and medium size communities do not.

Options/Alternatives: N/A

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Jamie Strobl
Assistant Comptroller

BHS

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: Resolution No. 12094-100119, 2018 Financial Statements

RESOLUTION NO. 12094-100119

BY: _____

A RESOLUTION ACCEPTING THE 2018 FINANCIAL STATEMENTS
AND AUDITOR'S REPORT AS PREPARED BY BAKER TILLY VIRCHOW KRAUSE, LLP

WHEREAS, the City of Oak Creek has an annual audit performed in accordance with State Statutes; and

WHEREAS, the City had engaged the services of the accounting firm of Baker Tilly Virchow Krause, LLP to conduct the audit of the 2018 fiscal year; and

WHEREAS, the Common Council finds the statement and report to be acceptable and complete.

NOW, THEREFORE, BE IT RESOLVED that the City of Oak Creek accepts the 2018 Financial Statements and Auditor's Report as prepared and presented by Baker Tilly Virchow Krause, LLP.

Introduced at a regular meeting of the Common Council of the City of Oak Creek this 1st day of October, 2019.

Passed and adopted this 1st day of October, 2019.

President, Common Council

Approved this ____ day of _____, 2019.

Mayor

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____

COMMON COUNCIL REPORT

Item: Updated Fire Chief Job Description

Recommendation: That Council approves the Job Description for Fire Chief

Fiscal Impact: n/a

Critical Success Factor(s):

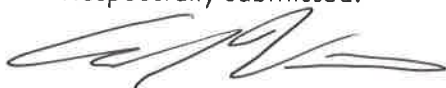
- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Since the announcement of the retirement of Thomas Rosandich, the Police & Fire Commission (PFC) have been discussing the recruitment for the new Fire Chief. Scott Koenig of the PFC has been working with the City staff to update the Fire Chief job description, with the intent to post the position internally as the first step in the recruitment. At its September 19 meeting, the PFC appointed AC Mike Kressuk to the post of Interim Fire Chief for the duration of the recruitment process. With the Council's approval of the Job Description, a job announcement will be sent out internally for 7 days. The internal posting will take place from October 3-10.

Changes to the Job Description were non-substantive. Updates were made to residency language, educational experience was broadened to include other fields of study (i.e. business/public administration), and value-references were placed on accreditation and strategic planning.

Options/Alternatives: Council could make any changes it deems appropriate to the Job Description; however, the staff does seek approval now to allow the internal recruitment process to move forward.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Judy Rogers
Human Resources Manager

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Updated Fire Chief Job Description



Position Title: Fire Chief

Location: Fire Stations

Department: Fire

FLSA Status: Exempt

Summary Description

The Fire Chief is the chief administrative officer of the Fire Department. The Chief performs supervisory and administrative work in strategically planning, visioning, organizing, coordinating, and directing the activities and employees of the Fire Department in an efficient manner.

Supervision/Accountability

Accountable to the Mayor (under Wis. Stats.62.09 (8)(a), City Administrator (under Ch.2 Government and Administration, City Ordinance), Common Council, and the Police and Fire Commission (under Wis. Stats.62). Position exercises direct and indirect supervision over all employees of the Fire Department.

Major Duties/Essential Functions

Plans, coordinates, and provides overall direction for the various program activities of the Department including administrative line and staff operations and departmental research and planning. Oversees and has authority in any Accreditation undertaken by the Department.

Directs, instructs, explains, and counsels subordinate workers in carrying out a variety of tasks; initiates or effectuates disciplinary action against employees for breaches or infractions of policy, rules, or regulations that may result in reprimand, suspension or termination.

Develops and revises Department operating policies and procedures in accordance with applicable laws and the Department's rules and regulations; has final authority within given laws, rules, and, regulations over the Department's activities.

Establishes Department organization, including channels of authority, responsibility and communications; revises departmental organization to maximize efficiency; coordinates Fire Department activities with appropriate City, County, and State agencies.

Meets and confers with City officials, other fire department agencies, community and business representatives and the public on all aspects of the Department's activities; answers inquiries and complaints; provides community relations programs. Demonstrate leadership in utilizing progressive, modern management techniques.

Evaluates Department functions; writes and revises procedures for subject to guidelines and regulations as set forth by the Mayor, Council, and City Administrator and other by laws and regulations.

Coordinates the planning for the next budget period by compiling past expenditures, estimating future needs from established Department goals and objectives and making determinations of the new budget figures; directs the implementation of the Department budget.

Responds to alarms and directs activities at the scene of major emergencies, as required.

Assigns personnel and equipment to such duties and uses as the service requires, evaluates the need for and recommends the purchase of new equipment and supplies.

Conducts operational cost/benefits analyses on different aspects of the Department's operations. Writes detailed reports based on research, analysis, and evaluation of data pertaining to specific projects, conditions, or proposals under study involving application of expert or highly specialized knowledge.

Evaluates work performance of subordinates; prepares performance evaluations; reviews evaluations prepared by the Assistant Fire Chiefs and Battalion Chiefs. Effectively recommends termination, suspension, and other disciplinary matters for subordinates.

Responsible for maintaining an appropriately trained and skilled work force consistent with the workload and planned needs of the City. Reviews work progress of subordinates; evaluates work and formulates plan for improvements. Maintains conformance with established work rules and regulations and administer necessary disciplinary actions.

Serves as the City's Emergency Management Director. Responsible for the City's Emergency Operation Plan, and local, County, State, and Federal procedures in Homeland Security and disaster response. Provides leadership to the Emergency Management Team and provides direction on training and preparedness activities. Administers the Emergency Management Department budget.

Minor Duties/Responsibilities

Prepares and submits reports to the City Administrator regarding the Departments' activities and prepares a variety of other reports as appropriate including the annual report of activities.

Oversees the safety of assigned workers and equipment operators by instructing individuals in proper safety procedures and monitoring work in progress.

Resolves problems and questions presented by subordinate staff regarding work processes, policies, organization or methods. Confers with City Administrator presenting or resolving difficult problems or questions, equipment replacement and discussing plans and actions to be taken.

Gathers data, compiles and evaluates information and carries out special duties; studies and writes reports as needed and as directed by the City Administrator.

Responsible for notification to other City departments of any violations of City ordinances or

regulations not in the primary area of responsibility of this position.

Attends professional seminars and meetings in order to improve working knowledge and skills.

Reads incoming correspondence; plans and formulates response or subsequent action. Composes correspondence dealing with subject matter that involves considerable discretion, judgment, or negotiation.

Maintains close communication with neighboring municipalities for the purpose of sharing work, equipment, and administrative and operational best practices. Assists other City departments with special projects, problem solving, and staffing assistance.

Assigns authority to subordinate supervisors to direct the operations and supervise the personnel within their assigned responsibility.

Knowledge/Skills/Abilities

Thorough knowledge of the principals and methods of municipal fire administration including budget development and control, personnel and purchasing management, administrative prerogatives; knowledge of policies and procedures established for the Department and the City. Detailed knowledge of all state and federal certification requirements and procedures for firefighting and emergency medical service. Knowledge of national, state and local laws and fire/safety codes. Knowledge of fire protection systems, water supply, building construction, natural and man-made disasters, fire control and extinguishment, and combustible and flammable materials. Extensive knowledge of City geography including streets, fire hydrant locations, and the building numbering system.

Considerable ability to plan, organize, manage and administer projects requiring coordination with others. Ability to work effectively with contractors, developers, other agencies and the public; skill in review and analysis of design, plans or actual site structures to determine compliance with acceptable standards. The ability to accept responsibility, to make decisions, to delegate responsibility and to motivate people toward a coordinated effort; the ability to establish and maintain effective interpersonal relationships with employees, other divisions and the public; ability to communicate effectively, verbally and in writing; ability to ensure compliance with and follow standard safety practices and procedures common to fire safety programs. Ability to research and obtain pertinent information through various resources including building records, abstracts, state statutes, and affidavits. Ability to read and understand codes, ordinances and complicated blueprints and drawings. Ability to work independently with only occasional review of work performance or records. Ability to apply standard firefighting, emergency aid, hazardous materials, and fire prevention techniques. Ability to act effectively in emergency and stressful situations. Ability to ensure and follow standard safety practices and procedures. Ability to prepare, organize and maintain office data, reports, and systems. Ability to perform required mathematical computations.

Education/Experience

Any combination equivalent to education and experience that provides the required knowledge and skills is qualifying. Minimum qualifications are possession of a baccalaureate degree in fire science, public administration, business administration, or related field and 10 years' experience

recommended in administration and supervision at a command level in a municipal fire department. A master's degree in Emergency Management, Public Policy, Public Administration, Business Administration, or a related field, is a plus.

License/Certifications

Possession of a valid Wisconsin Motor vehicle operator's license required. In order to effectively manage the Department, the Fire Chief must be able to demonstrate that during their professional career they had successfully obtained the following certificates: Wisconsin Emergency Medical Technician (EMT), Wisconsin Firefighter I & II Certification (NFPA-1001), Wisconsin Fire Apparatus Drivers/Operator (NFPA-1002). The certificates need not be current at the time of appointment except that EMT licensure must be maintained.

Physical Demands

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

While performing the duties of this job, the employee is regularly required to use hands to reach, finger, handle, feel or operate objects, tools, or controls and reach with hands and arms. The employee is regularly required to stand and talk or hear. The employee is regularly required to walk; stand; sit; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must be able to run, swim, grapple, climb, balance, bend and twist while performing normal operations. The employee must occasionally lift, pull and/or move 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Far and near vision requirements as follows: 20/40 in one eye and 20/100 in other eye, both uncorrected, or 20/20 in one eye and 20/40 in other eye, both corrected. Must be certified to wear a respirator.

Work Environment

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

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud. Exposure to extreme cold and normal, or hot and normal temperature changes. Exposure to loud noise with a minimum of 90 decibels and vibrations from tools, equipment, machinery, etc. Exposure to hazardous conditions such as: mechanical, electrical, chemical, burns, explosives, heights, physical injury, and fast moving vehicles. Exposure to atmospheric conditions such as fumes, gases, noxious odors, dust, and poor ventilation. Exposure to blood borne pathogens. Exposure to arms fire and/or explosives and other weapons.

Tools and Equipment Used

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The ability to use the following tools and equipment is essential to

perform the functions of this job: fire apparatus, fire pumps, hoses, and other standard firefighting equipment, radio, personal computer, and phone. Must be able to operate car, fire truck, van, and ambulance meeting City insurance requirements.

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; with explosives; near vehicles traveling at high rates of speed and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. The noise level in the work environment is usually quiet and would be representative of a business office.

Special Conditions of Work

In accordance with Ch. 2, *Government and Administration*, City Ordinances, all non-union fire emergency employees shall reside within twenty (20) miles of the jurisdictional boundaries of the City of Oak Creek. A selected candidate will be given a mutually agreeable timeframe to meet this condition.

Selection Guidelines

The Fire Chief is appointed by the Police and Fire Commission for an indefinite term. This job is covered by a process that includes, but is not limited to: the completion of a formal application, the rating and verification of education and experience, oral interviews, a reference check, and a background check which will include both criminal and financial information. Job related tests may be required as determined by the Police and Fire Commission. All applicants may be required to submit to a stringent medical examination and psychological examination prior to appointment consistent with requirements of the position if not part of a medical evaluation done annually. All appointees will be fingerprinted and a record check made of local, state or federal authorities.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by: _____
City Administrator

Reviewed by: _____
Human Resources Manager

Revision History:
September 23, 2019
December 5, 2005
February 17, 1998
April 22, 1997
March 5, 1996
May 10, 1993
November 8, 1991



COMMON COUNCIL REPORT

Informational: Treasurer Report on Investment and Banking for the City of Oak Creek accounts, ending August 31, 2019.

Fiscal Impact: Presenting the monthly condition of the City treasury at an open meeting of the Common Council will provide additional financial data to decision makers while enhancing transparency to the public.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The Treasurer Report on Investment and Banking displays the City's month end balances, to provide the Common Council and the public with the current condition of the City's treasury. Please note that some funds are allocated for specific purposes such as debt service, Tax Incremental Districts, capital improvement projects and distribution of tax collection to other taxing districts and is not available for general purpose spending. This monthly report is prepared, along with a more comprehensive report for Finance Committee, to assist with investment decisions and financial strategies. Below is a brief summary:

| Beginning Balance | Ending Balance | Interest Earned | Increase/(Decrease) |
|-------------------|-----------------|-----------------|---------------------|
| \$48,154,683.51 | \$36,531,236.43 | \$78,986.93 | -\$11,623,447.08 |

August Activity: Tax Collection \$10,554.47; Tax Distribution -\$5,064,804.79; County Delinquent Reimbursement \$703,700.86; TIF #12 Bond Payment -\$5,139,100; TIF #16 Loan Payment -\$2,843,816

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:

Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Treasurer Report on Investment and Banking

**City of Oak Creek
Treasurer Report on Investment and Banking**

| Name of Account | Beginning Balance | Additions | Subtractions | Account Ending Balance | Actual Interest Earned | Interest Rate | Percentage of Total Invested |
|--|----------------------|----------------------|------------------------|------------------------|------------------------|-----------------|------------------------------|
| Tri City National Bank | 4,777,520.04 | 21,038,202.84 | (21,204,880.39) | 4,610,842.49 | 9,696.83 | 2.40000% | 12.62% |
| General Fund | 4,124,496.34 | 19,162,179.91 | (19,081,119.16) | 4,205,557.09 | | | |
| Title 125 | 44,931.20 | 33,200.30 | (20,759.25) | 57,372.25 | | | |
| Police Credit Card | 46,704.95 | 26,469.60 | (24,677.82) | 48,496.73 | | | |
| Parks & Rec Counter Credit Card | 15,466.36 | 20,783.91 | (9,022.98) | 27,227.29 | | | |
| Tax Payment Account #2 | 96,332.02 | 10,554.47 | (100,000.00) | 6,886.49 | | | |
| Parks & Rec Online Credit Card | 11,813.14 | 5,450.00 | (6,999.48) | 10,263.66 | | | |
| Health Insurance | 230,036.43 | 1,669,240.07 | (1,843,030.66) | 56,245.84 | | | |
| Tax Payment Account | 8,183.33 | - | - | 8,183.33 | | | |
| EMS | 199,556.27 | 110,324.58 | (119,271.04) | 190,609.81 | | | |
| 0 | - | - | - | - | | | |
| DANA Investment Advisors | 5,697,525.80 | 20,768.26 | (638.27) | 5,717,655.79 | 14,760.78 | 2.82% | 15.65% |
| BMO Global Asset Management | 4,650,007.29 | 32,842.49 | (52,239.05) | 4,630,610.73 | 6,850.13 | 2.23% | 12.68% |
| American Deposit Management (ADM) | 11,097,523.56 | 14,511.47 | (5,100,000.00) | 6,012,035.03 | 14,511.47 | 2.17% | 16.46% |
| *ADM General Account Balance | 6,269,430.43 | 5,900.27 | (5,100,000.00) | 1,175,330.70 | 5,900.27 | | |
| Local Government Investment Pool (LGIP) | 15,940,602.79 | 5,176,103.33 | (11,582,916.00) | 9,533,790.12 | 27,922.92 | 2.17% | 26.10% |
| *LGIP General Account Balance | 11,017,430.53 | 16,742.42 | (3,600,000.00) | 7,434,172.95 | 16,742.42 | | |
| **Ehlers Investment | 5,991,504.03 | 34,798.24 | (150.65) | 6,026,302.27 | 5,244.80 | 2.1350% | 16.50% |
| Net of Fees | 5,991,504.03 | 34,798.24 | (150.65) | 6,026,151.62 | | | |
| Total Balance | 48,154,883.51 | 26,317,226.63 | (37,940,673.71) | 36,531,236.43 | 78,986.93 | | |

**Ehlers balance is first shown gross of fees to balance to their monthly report; below that is shown net of fees for comparison purposes. Also, due to multiple CD's in the account, interest/dividends may not be earned monthly;
*General Account Balance shown separately and is also part of the total account listed above; although it is used for cash flow purposes, a portion may be allocated for specific uses and may not be available for general purpose spending

Excludes Police Forfeiture Account;

Tri City Interest is an analyzed credit from previous month earnings;

Additions and subtractions on investment accounts may include market adjustments for realized and unrealized gains(losses) or change in accrued income, as well as interest, management fees, deposits, transfers, returned payments or withdrawals; rates may reflect weighted average yield

| Tax Collection Deposits | | Final Distribution to other Taxing Jurisdictions (June-July & Aug Postmark Collections distributed in August) |
|--|------------------|--|
| Tax Payment Account #2 | | |
| City Deposit (Counter, Drop Box, Mail) | 1,345.14 | STATE \$ - |
| Gov Tech | - | COUNTY \$ 1,509,476.74 |
| Credit Card | 9,209.33 | MMSD \$ 521,661.64 |
| Total Tax Payment Account #2 | 10,554.47 | SCHOOL \$ 2,617,228.32 |
| Tax Payment Account | | MATC \$ 377,212.95 |
| Tri City Payments (At Bank, Lockbox) | | UTILITY \$ 39,225.15 |
| | | TOTAL DIST \$ 5,064,804.79 |
| Total Tax Collection Deposits | 10,554.47 | Total % of Tax Levy Collected through July 31st |
| | | CITY \$ 2,381,754.68 |
| | | FINAL DIST \$ 7,446,559.47 |

Please note the City uses two bank accounts for tax collection; one for payments processed by the City (account #2) and the other for payments processed by our bank

Prepared for Common Council; cc Finance Committee
Barbara Guckenberger, CMTW
City Treasurer

| | |
|--|---------------------|
| TAX | 1,054,056.37 |
| TAX REFUNDS | \$ 6,456.88 |
| SPECIAL ASSESSMENTS | 2,340.99 |
| SPECIAL CHARGES | 5,120.84 |
| INTEREST | 33,722.56 |
| August (postmark July) Tax Collection | 10,554.47 |
| July Tax Collection | 168,206.76 |
| June Tax Collection | 925,970.82 |
| Total Collected June-Aug | 1,104,732.05 |
| Delinquent Reimbursed by County | 703,700.86 |
| | 1,808,432.91 |

COMMON COUNCIL REPORT

Item: Tyler Technologies, Inc. Appraisal Services Agreement

Recommendation: That the Common Council authorize the Mayor and City Clerk to execute a three-year Appraisal Services Agreement with Tyler Technologies, Inc. for full assessment and software services, plus a one-time service to update the City's digital images for the period of 11/1/19 through 10/31/22, for an annual fee of \$198,400, \$202,000 and \$196,500 respectively.

Fiscal Impact: The contract shows a total increase of \$28,800, spread over the three-year contract.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: The current Tyler Technologies, Inc. Agreement with the City of Oak Creek, at an annual fee of \$185,700, expires on October 31, 2019. They have provided the City with full assessment services since November 1, 2013 with a Statutory Assessor and Deputy Assessor one day each per week, and office staff to perform all clerical functions five days per week. Tyler Technologies also performs annual statistical revaluations to establish fair and equitable assessments of all properties, thus eliminating large fluctuations from market values year over year.

The City Treasurer and Deputy Treasurer worked with the City Clerk in review of the agreement. Treasurer staff have negotiated extensively with Tyler Technologies, Inc. in preparation of this agreement, which has been reviewed by City Attorney, Melissa Karls and City Administrator, Andrew Vickers.

Most of the changes to the Agreement are for clarification of internal communications and responsibilities for deadlines. Additional changes include updated annual fees for assessment services plus an additional service to update all of the City's digital images, which date back to the late 1990's, to be completed and paid for in the first two years.

The fees for services are proposed as follows:

11/1/2019-10/31/2020 Assessment Services of \$189,400 plus \$9,000 to update 50% of the digital images.

11/1/2020-10/31/2021 Assessment Services of \$193,000 plus \$9,000 to update 50% of the digital images.

11/1/2021-10/31/2022 Assessment Services of \$196,500.

We are recommending that the Common Council approve the three-year Appraisal Services Agreement as attached. Mark Link, a representative from Tyler Technologies, Inc. is here to answer your questions.

Options/Alternatives: The Council could decide not to enter into the agreement with Tyler Technologies, Inc. as stated by excluding the one-time service of updating digital images for \$18,000, and/or any other changes, or could decide to go out for bid.

Respectfully submitted:



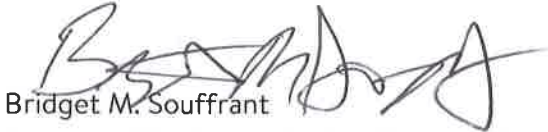
Andrew J. Vickers, MPA
City Administrator

Prepared:



Barbara Guckenberger, CMTW
City Treasurer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: Tyler Technology Assessment Services Agreement



APPRAISAL SERVICES AGREEMENT

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

WHEREAS, Tyler provides assessment services to municipalities; and

WHEREAS, Client has a need for reassessment services;

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 Appraisal Services Agreement.
- **"Client" or "City"** means City of Oak Creek, Wisconsin.
- **"Effective Date"** means the last date on which both parties have signed this Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, severe or unusual weather or climatic conditions which exist for a substantial period of time, extreme inflation (defined as eight percent or greater per year) or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the total fixed price and per diem rates to complete the services described in this Agreement, attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – PROFESSIONAL SERVICES

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

4. Site Access and Requirements. You agree to provide us with access to your personnel as may be reasonably necessary for us to provide the professional services as described herein, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and 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 outlined in this Agreement and performing the Client responsibilities described in Exhibit C attached hereto. 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. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire and all Tyler employees performing services pursuant to this Agreement, except clerical support staff, have obtained any applicable licenses required by the State of Wisconsin in order to perform said services. All employees sign our confidentiality agreement and security policies.

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 reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you 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 withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to suspend services.
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 November 1, 2019 and shall continue through October 31, 2022. This Agreement may be renewed upon written mutual agreement of the parties.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, 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. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section C(2).

2.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section F(2). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section F(2).

2.2 For Convenience. Client may terminate this Agreement for convenience on thirty (30) days prior written notice to Tyler.

2.3 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.

2.4 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Property Damage and Personal Injury Indemnification.

1.1 To the extent permitted by applicable law, we will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party 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; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

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 third-party 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 your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

2. **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. **LIMITATION OF LIABILITY.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) THE AMOUNTS PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTION E(1.1) ABOVE.
4. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF TAX REVENUE OR CLAIMS RELATED TO VALUATION OF PROPERTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you (City of Oak Creek, its officers, council members, agents, employees and authorized volunteers) as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance reasonably acceptable to you prior to commencement of the Agreement. Renewal certificates of insurance will be provided as close as practicable to the renewal date of any insurance policy, but in no event later than fourteen (14) days after the expiration of each applicable policy. Tyler will provide Client with notice of cancellation or non-renewal within thirty (30) days thereof. In the event we fail to submit such certificates by the timeframes set forth above, Client may delay payment of an invoice of up to thirty (30) days from the date on which such certificate is submitted.

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. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. 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, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains

unresolved after mediation, then either you or us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution.

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. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, 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.
9. 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.
10. Purpose/Use Of Appraisals. We are, by virtue of this Agreement, 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.
11. Ownership Of Client Data. Assessment data collected by Tyler is the property of the Client and; therefore, the Client staff shall have access to the data using Client's personal login and passwords, to all archived

information in the CAMA and Access systems. Assessment data used by Tyler in the services contemplated herein shall remain the property of the Client and no use or copying shall be made by Tyler thereof beyond that listed in this Agreement without the written permission of the Client.

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, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, 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. To the extent allowed by applicable law, you will not (i) solicit for employment, or (ii) hire any employee of ours during the term of this Agreement and for a period of six (6) months following the termination of this Agreement without our express written consent.
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 Authorized 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. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
23. Liquidated Damages. Tyler shall pay Client liquidated damages in the amount of ONE HUNDRED DOLLARS (\$100.00) per day, Saturdays, Sundays, and holidays excluded, for each day, Saturdays, Sundays, and holidays excluded, that Tyler shall exceed the scheduled delivery dates contained in Exhibit C Schedule 1 – Completion Timeline, as may be extended by the Client pursuant to Section II(B) of Exhibit C – Statement of Work. The parties agree that the remedy provided for in this Section F(23) represents the Client’s actual, direct damages for our failure to complete the appraisal services on time pursuant to Section E(3), and shall not be construed as damages which are subject to limitation under Section E(4). Any liquidated damages shall be deducted from either the next monthly invoice or the month subsequent to the next monthly invoice.
24. Contract Documents. This Agreement includes the following exhibits:

| | |
|-----------|----------------------------------|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |
| Exhibit C | Statement of Work |
| | Schedule 1 – Completion Schedule |

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 Oak Creek, Wisconsin

By: _____

By: _____

Name: _____

Name: Daniel Bukiewicz

Title: _____

Title: Mayor

Date: _____

Date: _____

By: _____

Name: Catherine A. Roeske

Title: City Clerk

Date: _____

Address for Notices:

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

Address for Notices:

City of Oak Creek
8040 S. 6th Street
Oak Creek, WI 53154
Attention: Barbara Guckenberger
City Treasurer



Investment Summary

The following Investment Summary details the services to be delivered by Tyler to Client under this 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 Agreement.

Annual Assessment Services:

Client shall pay Tyler a fee of **ONE HUNDRED NINETY-EIGHT THOUSAND FOUR HUNDRED DOLLARS (\$198,400.00)** for the services described in Exhibit C for the period of November 1, 2019 through October 31, 2020.

Client shall pay Tyler a fee of **TWO HUNDRED TWO THOUSAND DOLLARS (\$202,000.00)** for the services described in Exhibit C for the period of November 1, 2020 through October 31, 2021.

Client shall pay Tyler a fee of **ONE HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$196,500.00)** for the services described in Exhibit C for the period of November 1, 2021 through October 31, 2022.

Additional Services:

Any additional services not described in Exhibit C will be provided to Client upon written request for the Time and Material Rates as described below.

Time and Material Rates

Tyler's hourly Time and Materials Rates for calendar years 2019-2022 are as follows:

| <u>Category</u> | <u>On-Site (\$)</u> | <u>Full 8 Hour Day (\$)</u> |
|------------------------------|---------------------|-----------------------------|
| Project Supervisor | \$70.00 | \$560.00 |
| Assessor | \$60.00 | \$480.00 |
| Deputy Assessor | \$60.00 | \$480.00 |
| Senior Appraiser | \$60.00 | \$480.00 |
| Appraiser | \$45.00 | \$360.00 |
| Data Collector | \$35.00 | \$280.00 |
| Clerical/Data Entry Operator | \$25.00 | \$200.00 |

The on-site rates reflect the cost of the travel time to and from the Client's site. Travel and other out-of-pocket expenses will be billed at direct cost. 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.



Invoicing and Payment Policy

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

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

1. **Professional Services.**

1.1 *Annual Assessment Services.* For each annual period, as set forth in the Investment Summary, invoices shall be submitted in twelve (12) equal monthly installments by the 10th of each subsequent month. Client shall have the right to inspect the progress of the work at any reasonable time, including without limitation, inspection of data completed by Tyler. We shall provide to the City Treasurer, on a monthly basis, written progress reports, including digital imaging of photos by the 10th of each subsequent month. Our failure to submit such progress report shall result in delay in payment of invoice of up to thirty (30) days from the date on which such progress report is submitted.

1.2 *Additional Services.* All additional professional services other than the services described in Exhibit C, which are requested by Client and performed under this Agreement, will be invoiced monthly as performed at the time and material rates set forth in the Investment Summary.

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 to the Client under your 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 Agreement.

ANNUAL MAINTENANCE SERVICES TO BE PROVIDED

1.0 WORK TO BE PERFORMED BY TYLER

SECTION I. General Provisions

- A. Tyler will perform the municipal assessment services as the Statutory Assessor for City of Oak Creek, pursuant to Chapter 70 of the Wisconsin Statutes (as amended from time to time) as hereinafter set forth. Tyler shall report and be accountable to the City Treasurer.
- B. Meeting Hours - The Statutory Assessor, or in the absence of the Statutory Assessor a qualified designee approved by Client, shall attend assessor related meetings; upon the request of the City Treasurer. Tyler shall be available to meet with the City Treasurer on each assessor office day or mutually agreed to day, to discuss areas of work; such as, but not limited to, progress and quality of work, procedures in valuations and other assessment related items, assessment and procedural problems, and any other items that may occur during the normal course of business in the assessor's office.
- C. City Staff Supervision - Tyler will provide supervisory guidance and training to current and future municipal staff, as directed by the City Treasurer, 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.
- D. Correspondence – Tyler shall provide the City Treasurer with samples of public correspondence for approval, at least one (1) week prior to mailing or publication of such correspondence.
- E. Tyler Staff Training and Supervision – Tyler shall provide supervision and guidance to Tyler clerical relating to the normal day-to-day clerical functions such as updating ownership in Unifers and GCS, permit and sales entry into the Unifers CAMA system, as well as other miscellaneous day-to-day functions relating to the assessment process. Additionally, Tyler shall provide a quality control plan that includes standard

reports and procedures to be completed at key milestone dates; such as, prior to mailing manufactured home values, prior to mailing statements of personal property and personal property notices of assessment, prior to mailing real estate notices of assessment, quality reports at the conclusion of open book to ensure all open book parcels are accounted for and mailed a notification letter from open book, an export to review potential exempt properties that have an assessed value on the current assessment roll in order to correct potential errors and a cross-reference of the manufacturing roll to the local assessment roll to avoid duplicate assessments. The Regional Manager and/or Statutory Assessor shall provide the quality control checklist to all Tyler staff assigned to Oak Creek as well as the Client.

SECTION II. Assessment Duties

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

- A. Maintain the Municipality's real and personal property assessment roll as required pursuant to Chapter 70 of the Wisconsin Statutes, as amended from time to time. All work will be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.
- B. Tyler understands it will not be permitted to assign, subcontract or transfer the work without written approval from Client. Tyler will begin work on or before November 1, 2019. Tyler will complete all work under this Agreement by all dates indicated in the Agreement and as stipulated in Exhibit C, Schedule 1 (Completion Timeline). The City Treasurer may extend the due date for completed work for one (1) period of thirty (30) additional calendar days for sufficient reason, without penalty, upon written request of Tyler. The City Council may extend the due date for completed work for a second thirty (30) day period. Such request shall provide documentation of the reasons for the extension of the due date.
- C. Provide on-site full facilities management of the Assessor's Office including forty (40) hours per week of clerical support, eight (8) hours per week by the Statutory Assessor, and eight (8) hours per week by the Deputy Assessor, with the exception of days that fall on official City Holidays as designated by City resolution. In the event that Tyler staff will be working on an official City Holiday, Tyler must notify City Treasurer one (1) week in advance so proper arrangements can be made for building access and maintenance. Tyler must provide staffing during the hours of 7:30am – 4:00pm, Monday through Friday, with the exception of one-half (1/2) hour for lunch on the days when the Statutory Assessor and Deputy Assessor are not present. Said hours are separate and above the work hours needed to complete the annual assessment work and annual revaluation; such as, fielding and valuation of building permits, processing splits and combined parcels, personal property verification and valuation, manufactured housing verification and valuation, Open Book and Board of Review appeals. On-site hours by the Statutory Assessor will occur on every Monday and the Deputy Assessor every Tuesday. Said hours are to begin the first Monday following November 1, 2019 and continue through the last Tuesday of October 2022. On-site hours for the Statutory Assessor may change to a different day under special circumstances, provided proper notice is given by Tyler to, and approved by, the City Treasurer at least three (3) days in advance.

EXHIBIT C

Tyler understands the goal of Client is to provide office coverage as outlined in the above section.

In the event Tyler misses an eight (8) hour Statutory Assessor, Deputy Assessor or Clerical day for any reason on a day when there is other office coverage provided by Tyler, Tyler shall immediately contact Client as soon as Tyler is aware of such an event and shall present Client with an action plan. Tyler shall first attempt to have a qualified individual on site the same day as a replacement for the assigned staff. In the event that Tyler is unable to have a qualified replacement the same day, Tyler shall notify Client with an action plan to make up that day within five (5) business days with no penalty. Tyler shall also provide a phone number and email address for City employees and the general public to contact for general information requests or other service related requests in the absence of the Statutory Assessor or Deputy Assessor.

In the event of an emergency or unforeseen circumstance that results in a void in Clerical office coverage on a day when there is no other Tyler employee scheduled to be on site, Tyler shall immediately contact Client as soon as Tyler is aware of such an event with an action plan. Tyler shall first attempt to have a qualified individual on site the same day as a replacement for the assigned staff, as well as provide a phone number and email address for City employees and the general public to contact for general information requests or other service related requests. In the event that Tyler is unable to have a qualified replacement the same day, Tyler shall notify Client with an action plan to make up that day within five (5) business days with no penalty.

Client and Tyler agree that for purposes of this Section C, the term "emergency" means a medical or family emergency and similar circumstances, and the term "unforeseen circumstance" means an event beyond the reasonable control of the Tyler staff scheduled to provide services, such as unexpected automobile problems or natural disasters. Emergencies and unforeseen circumstances do not include staffing related issues which are in the control of Tyler.

Client and Tyler agree that the Tyler State Manager or another qualified Tyler representative and the City Treasurer or his/her designee shall work together in order to resolve any questionable occurrences of emergencies or unforeseen circumstances.

Should Tyler miss any clerical office on-site hours on a day when there is no other Tyler employee scheduled to be on site and such missed hours are not related to an emergency or unforeseen circumstance, Client will be issued a credit to be applied to Client's next invoice in an amount determined by multiplying the number of missed on-site hours by the rate for clerical/data entry operator in Exhibit A. Should Tyler miss Statutory Assessor or Deputy Assessor on-site hours on a scheduled on-site day when there is no other Tyler employee scheduled to be on-site and such hours are not made up within five (5) business days, Client will be issued a credit to be applied to Client's next invoice in an amount determined by multiplying the number of hours missed by the appropriate rate as outlined in Exhibit A.

D. Tyler will be responsible for the following clerical duties relating to real estate:



1. Entering permits and maintaining data changes in Client's software (currently Unifers CAMA), as needed.
 2. Updating ownership, mailing information and assessment information monthly for real estate and personal property into Client's GCS tax software.
 3. Ordering plat pages from Milwaukee County Register of Deeds, archiving previous plat pages, routing new plat pages to City staff and saving new plat pages to Client's shared directory monthly. Client shall incur all costs associated with ordering of new plat pages.
 4. Responsible for preparation of all assessment documents and transfer of electronic file data into Laserfiche. Entails approximately one hour weekly for routine items, plus an additional 120 hours for personal property forms, field work/revaluation documents and open book documents.
 5. Maintaining the annual split listing and routing a completed copy to the City Treasurer and Civil Engineer – Environmental within one (1) week of Open Book being closed each year.
 6. Answering general assessment questions and providing basic assessment information to the public as requested, as part of the daily routine office coverage. All non-assessment related inquiries shall be referred to the appropriate department personnel.
- E. Tyler will change and keep updated property record data and review assessments in 2020, 2021 and 2022 including for the following reasons:
1. Partial construction as of January 1st of the previous year, including maintaining a list of partial assessments in the assessment database so that they may be readily identified and appraised for the subsequent assessment roll.
 2. New construction or remodeling (as provided for by permits) w/ photos
 3. Miscellaneous permits, such as, decks, detached buildings, exterior remodeling and basement finish
 4. New (recorded) plats, certified surveys and other land divisions
 5. Formerly exempt, now assessed parcels
 6. Buildings destroyed, significantly damaged or removed (as provided for by permits or by notification from the Fire Department)
 7. Change to higher land use
 8. Change in class or legal description
 9. Agricultural Use value of assessments as prescribed by state statutes
 10. For each tax year, data and final valuations shall be in accordance and equity with the most current Client's database (presently Unifers CAMA)
 11. Perform field review as Tyler deems necessary on sale properties and properties for which no building permit has been issued

12. Perform review of the assessment of a property upon request by a property owner or upon request by an authorized agent of a property owner.

F. Annual Revaluations

1. Tyler shall perform annual statistical revaluations for assessment years 2020, 2021 and 2022.
2. Tyler shall make all assessments in accordance with the Assessor's manual as specified in section 70.32 (1) Wisconsin Statutes, and Tyler shall be responsible for all final values arrived at in compliance with same. Specifically, Tyler will follow the Interim Market Update (IMU) process identified on pages 4-3 and 4-4 of the WPAM, Volume I.

G. Manufactured Housing Units

1. Tyler shall data collect permits issued and complete field visits for Manufactured Housing by the third Friday in January of each assessment year.
2. Tyler shall enter all data changes to Manufactured Homes into the Manufactured Home database and create values for January 1 of each assessment year, by the last business day in January of each assessment year.
3. Tyler shall deliver to the City Treasurer a full valuation listing to be used to issue annual parking fees by the last business day in January of each assessment year.
4. Tyler shall track all required changes to the valuation listing whether prompted by the Treasurer's office or Tyler staff. Tyler will quality check and ensure all changes have been completed prior to preparing the parking fees notices.
5. Tyler shall prepare the Manufactured Home annual assessment and parking fees notices, and provide printed copies to the City Treasurer for approval, within 5 business days following the Treasurer finalizing the valuation listing. Once approved, Tyler shall prepare notices to mail within two business days.
6. Tyler shall field verify any new Manufactured Homes or Manufactured Homes that have been removed as reported from the Manufactured Home park owner.
7. Tyler shall maintain Manufactured Housing spreadsheets with current information as provided by the Manufactured Home park owner on form PA118; a sale price is required for homes sold. Tyler shall also contact Manufactured Home Park manager for current ownership information for all mail returned undeliverable. Tyler shall provide monthly spreadsheets to the park manager, Deputy Treasurer and City Treasurer by the fifth business day of the month.

H. 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. 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 opening and dating all returned personal property forms. Tyler shall also contact preparer for any missing or additional information needed.
 - iii. 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 mailing of reminder letters shall be by the fourth Friday in April of each assessment year.
 - iv. Tyler shall be responsible for generating a file of personal property notices of assessment.
 - v. Tyler shall be responsible for mailing the personal property notices of assessment by the third Wednesday in May.
 - vi. Tyler shall send out letters and/or forms, as needed, upon discovery of any new personal property accounts.
 - vii. Client shall provide City materials and postage relating to mailings of personal property and manufactured homes.
2. Maintaining New/Deleted Accounts
 - i. Tyler shall be responsible for creating new accounts in GCS and assigning the new account number, making every attempt of not duplicating an account number from a previous year. 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.
 - iii. Tyler shall provide to the City Treasurer a list of all new accounts and deleted accounts for the January 1 of each assessment year. The list shall be provided prior to Tyler deleting accounts from the Personal Property Database by the second Wednesday in May.
3. Valuation
 - i. Tyler shall prepare a list of personal property accounts to be field verified prior to the start of valuation and will include any and all undeliverable returned personal property forms.
 - ii. Tyler shall be responsible for entering values as received on all returned personal property forms in the Personal Property Database.

- iii. Tyler shall review values reported for uniformity between similar types of property.
 - iv. Tyler shall field inspect personal property subject to assessment but not reported, as to physical location and actual operation, then non-filer assessed by Tyler as described in Chapter 70 of the Wisconsin Statutes to be completed by the second Monday in May. Tyler shall provide a list of non-filer accounts to the City Treasurer upon completion of field inspection.
 - v. Tyler shall be responsible for pulling historical Personal Property files on an as needed basis.
- I. The Statutory Assessor, or in the absence of the Statutory Assessor a qualified designee approved by Client, shall respond to all assessment related Open Record Requests in a timely manner and shall be in compliance with Wisconsin Open Records Requests guidelines.
- J. Prepare all forms as follows: the Municipal Assessor's Report (MAR), and the Annual Assessment Report (AAR) and file same with the appropriate units of government. The PC201, Rescinded/Refunded Tax Reports shall be completed and submitted to the City Treasurer by the end of the fourth Monday in July, annually. The Statement of Assessment information shall be submitted to the City Clerk within five (5) business days after Board of Review adjourns. The City Clerk may request the Statutory Assessor to submit the TID Statement of Assessment directly to the Department of Revenue. If requested by the City Clerk, the Statutory Assessor shall file said report with the Department of Revenue, within five (5) business days after Board of Review adjourns. The Top twenty-five taxpayer excel spreadsheet for the MMSD report shall be submitted to the City Treasurer by the first Monday in December. All other pertinent reports (i.e. class shift report, sales reports) shall be provided by the Assessor as requested by Client.
- K. Notices of Assessment – Real Estate
- 1. Tyler shall ensure that the name and mailing address information for each parcel is as current as possible prior to mailing the Notices of Assessment (the "Notices") annually.
 - 2. Tyler shall be responsible for preparing the Notices, annually. As Tyler is performing annual revaluations, Tyler would propose the use of a third party vendor to assist with folding, stuffing and sending a notice by first class mail to each property owner at the last known mailing address.
 - 3. The Notice form used shall be that approved by the Department of Revenue as provided in Section 70.365 of the Wisconsin Statutes.
 - 4. Tyler shall indicate on the Notices, or attach to the Notices, the time and place the open book conferences will be held. The Notices shall be presented to the City Treasurer and City Clerk for review and approvals, at least one (1) week prior to mailing.
 - 5. Mailing shall be five (5) business days prior to the first day of open book conferences for the convenience of the property owners.

6. Expenses related to the printing and mailing of the notices shall be shared by Client and Tyler in the following manner:
 - i. Tyler shall secure a quote from the vendor that includes the cost of materials and labor separate from the cost of postage.
 - ii. Tyler shall be responsible for the non-postage cost for the Notices.
 - iii. Tyler and Client shall share (equally) the cost of postage for the notices as indicated on the final invoice from the third party vendor.

L. Open Book Conferences

1. Upon completion of the City Clerk's review of values 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.
2. A sufficient number of qualified Tyler personnel, approved by Client, will be available to conduct open book conferences on selected days as mutually agreeable, between the second week in April and first week in May, annually, Monday through Friday, at a place designated by Client.
3. 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.
4. 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. Tyler shall provide ample dates and times to fulfill open book appointment requests through the final date of the open book period, regardless of when the request for appointment is received. In the event a property owner contacts the assessor's office the last day of open book requesting an open book appointment, the property owner will be required to meet that day in person or via phone to discuss their assessment. Hearing times shall include evening hours.
5. Open Book conferences shall be completed by the first Friday in May, annually. In the event there is an extension granted at a date beyond the contracted completion date, and provided Tyler and Client agree to such date, the Agreement shall be extended commensurate with the lapse of days between the originally contracted completion date and the revised date for open book conferences. Such extension shall be in writing and signed by both Client and Tyler.

M. Assessment Roll

1. Tyler shall be responsible for completing the assessment roll in accordance with the current statutes, on an annual basis.
2. Tyler shall provide final real estate and personal property assessment figures for each property to Client two weeks prior to the start of Board of Review annually and the roll shall be totaled.

3. Tyler shall assure that the assessment values by class and district in the GCS tax software and the Client's software (currently Unifers CAMA) are in balance with each other prior to the start of the Board of Review. Tyler shall also re-balance the totals in GCS and the Client's software (currently Unifers) at the conclusion of the Board of Review, annually.

N. Board of Review

1. Tyler's Statutory Assessor shall attend all meetings of the Board of Review to explain and defend the assessed values and shall testify under oath in regard to such values.
2. Tyler shall be responsible for working with the City Clerk to arrange for the Board of Review hearings to begin by the second Wednesday in June in 2020 and the third Wednesday in June in 2021 and 2022 and end by the last business day in June, annually, unless an extension is otherwise requested by the Board of Review.
3. Tyler shall maintain an archived version of the CAMA system annually that includes land tables, cost tables, income and market tables that were used in that year's revaluation.

O. Subsequent Appeals

1. In the event of appeal to the Department of Revenue or the courts, it is agreed that Tyler and/or qualified representative(s) shall be available upon request by Client to furnish testimony in defense of the values established in all cases which might be filed within two (2) years of the completion date specified for the valuation.
2. After the completion of two (2) years, such service in Section O(1) will be available at a rate of One Hundred Dollars (\$100.00) per hour for two (2) full years as requested by Client to uphold and defend the assessments subject to this Agreement.

P. Tyler will provide a telephone number and email address at which a responsible member of its staff may be located during normal business hours, Monday through Friday of each week. Return calls shall be made within twenty-four (24) hours. Tyler will also provide current telephone numbers for off hours to be used in the case of an emergency only.

Q. Digital Images

1. Tyler will capture new images on fifty percent (50%) of the total parcel count between November 1, 2019 and October 31, 2020 and on the remaining fifty percent of the total parcel count between November 1, 2020 and October 31, 2021.
2. The newly captured images will be incorporated into the current assessment database and replace the older images.

R. Any duties assigned by Client not outlined in Section II, Assessment Duties, shall be considered outside the scope of this Agreement. Those duties will be billed at the Time and Materials rates as provided for in Exhibit A.

- S. Tyler shall ensure that its employees maintain strict confidentiality 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 unless required by law.
- T. All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of the Agreement.
- U. Tyler shall supply its field representative with identification cards, provided local identification cards are not available, containing, in addition to the usual information, a photograph of the employee and no Tyler employee shall be less than 21 years of age. All Tyler employees who work in City Hall or in the City shall wear City ID badges.
- V. Tyler shall make all assessments in accordance with the Wisconsin Property Assessment Manual (WPAM) 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.
- W. The City governing body shall refrain from interfering with or influencing any value estimate by Tyler. Client shall aid Tyler in a responsible promotion of public information concerning the work under this Agreement.

2.0 SUPPORT OF ASSESSMENT SERVICE BY CLIENT

A. Computer Services

Tyler will use Client's CAMA System, currently "UNIVERS", to complete the annual assessment and revaluation work as outlined in Exhibit C, Schedule 1. The CAMA package performs valuation in accordance with Volume 2 of the Wisconsin Assessor's Manual. Furthermore, the CAMA package performs a market comparison analysis that is based off the local market, as well as a built-in income valuation module that calculates values on commercial properties via the income approach to value.

The CAMA system shall be provided to Client at no additional cost and Client previously purchased a license to access and use the CAMA software. Tyler will provide technical assistance in resolving problems associated with operating the CAMA system and will design, code, check out, document and deliver any amendments or alterations to Tyler's software that are necessary to correct or avoid any defect in the CAMA system for no additional fee during this Agreement.

Client shall provide and assure reasonable Tyler access to Client's GCS tax software on which Tyler will encode the data.

The data of current ownership, mailing address, sales, permits, documents and/or notes shall be transferred to the Univers public access computer on a weekly basis upon request from the Client.

B. **Office Space**

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, fax machine, phone system, paper, and other general office materials as needed.



Exhibit C
Schedule 1
Completion Timeline

| COMPLETION TIMELINE OF ANNUAL MAINTENANCE SERVICES TO BE PROVIDED | | | |
|--|-----------------|-----------------|-----------------|
| | 2019/2020 | 2020/2021 | 2021/2022 |
| Description | Completion Date | Completion Date | Completion Date |
| Tyler shall provide a current listing of personnel assigned to Client; and will provide updates in advance of new personnel assigned | 11/1/2019 | 11/1/2020 | 11/1/2021 |
| Statutory Assessor Complete Top 25 Taxpayer Excel Spreadsheet for MMSD Report and submit to City Treasurer by 1 st Monday in December | 12/2/2019 | 12/7/2020 | 12/6/2021 |
| Mail Personal Property Forms by January 15 th | 1/15/2020 | 1/15/2021 | 1/15/2022 |
| Manufactured Home Field Visits by 3 rd Friday in January | 1/17/2020 | 1/15/2021 | 1/21/2022 |
| Manufactured Home Valuation Complete by last business day in January | 1/31/2020 | 1/29/2021 | 1/31/2022 |
| Manufactured Home Assessed Values Worksheet Submitted to City Treasurer by last business day in January | 1/31/2020 | 1/29/2021 | 1/31/2022 |
| Treasurer will review, add LC, and submit final Manufactured Home worksheets to Statutory Assessor | | | |
| Prepare Manufactured Home assessment and parking fee notices and provide printed copies to Treasurer for approval within 5 business days | | | |
| Prepare Manufactured Home assessment and parking fee notices to mail within 2 business days of Treasurer approval | | | |
| Provide NOA letter to the City Treasurer and City Clerk for review and approvals 1 week prior to mailing | 3/26/2020 | 3/25/2021 | 3/24/2022 |
| Provide annual split listing to City Treasurer and Civil Engineer-Environmental 1 week prior to mailing notices of assessment | 3/26/2020 | 3/25/2021 | 3/24/2022 |



EXHIBIT C
SCHEDULE 1

| | | | |
|--|---|---|---|
| Ag Drive complete by last Monday in March | 3/31/2020 | 3/30/2021 | 3/29/2022 |
| Provide Client and Tyler Staff with Open Book Appointment Dates and Times | 4/3/2020 | 4/2/2021 | 4/1/2022 |
| Field Verification of Potential Doamage Accounts (1 st Friday in May) | 5/1/2020 | 5/7/2021 | 5/6/2022 |
| Damage Values Applied and "D" code entered into Access Program | 5/19/2020 | 5/18/2021 | 5/17/2022 |
| Statutory Assessor will provide a list of all new accounts and deleted accounts for the January 1 of each assessment year. (2 nd Friday in May) | 5/8/2020 | 5/14/2021 | 5/13/2022 |
| Provide tentative BOR dates to City Treasurer and City Clerk | 3/20/2020 | 3/26/2021 | 3/25/2022 |
| Mail Notices of Assessment for Real Estate | 4/3/2020 | 4/2/2021 | 4/1/2022 |
| Preliminary Real Estate Value Listing Submitted to City Clerk and Assessor's Office | 4/3/2020 | 4/2/2021 | 4/1/2022 |
| Personal Property Reminder Letters to City Treasurer for review 1 week prior to mailing (3 rd Friday in April) | 4/17/2020 | 4/16/2021 | 4/15/2022 |
| Open Book Phones Begin and Prelim RE Value Listing available to public | 4/6/2020 | 4/5/2021 | 4/4/2022 |
| Open Book Appointments Begin | 4/13/2020 | 4/12/2021 | 4/11/2022 |
| Personal Property Reminder Letters Mailed to owners who have not returned their form and known values entered in Access Program by 4 th Friday in April | 4/24/2020 | 4/23/2021 | 4/22/2022 |
| Open Book Completed (1 st Friday in May) | 5/1/2020 | 5/7/2021 | 5/6/2022 |
| Provide Real Estate Re-notification letters to City Treasurer for review 1 week prior to mailing | 5/13/2020 | 5/14/2021 | 5/13/2022 |
| BOR Statutory Meeting to Confirm Hearing Dates | Within Statutory window beginning 4 th Monday in April | Within Statutory window beginning 4 th Monday in April | Within Statutory window beginning 4 th Monday in April |
| Mail Notices of Assessment for Personal Property, Including Doamage Account by 3 rd Wednesday in May | 5/20/2020 | 5/19/2021 | 5/18/2022 |
| Real Estate Re-notification letters mailed | 5/22/2020 | 5/21/2021 | 5/20/2022 |
| Final RE & PP Assessment Roll to City Clerk (2 weeks prior to BOR) | 6/3/2020 | 6/2/2021 | 6/1/2022 |

EXHIBIT C
SCHEDULE 1

| | | | |
|---|--------------|--------------|--------------|
| Preliminary MAR Report to DOR by 2 nd Monday in June | 6/8/2020 | 6/14/2021 | 6/13/2022 |
| BOR Hearings Begin | 6/17/2020 | 6/16/2021 | 6/15/2022 |
| BOR Hearings Complete by last business day in June, unless extension requested by Board of Review | 6/30/2020 | 6/30/2021 | 6/30/2022 |
| The Statutory Assessor enters all BOR value changes into GCS and Univers. SOA info submitted to City Clerk within 5 business days of final BOR adjournment | TBD annually | TBD annually | TBD annually |
| Final MAR submitted to the DOR | 7/13/2020 | 7/12/2021 | 7/11/2022 |
| Final AAR prepared and submitted to the DOR within fourteen (14) days of the close of BOR | 7/13/2020 | 7/12/2021 | 7/11/2022 |
| Assessor Archives Univers & Access Systems and Creates Univers at all Work Stations | 7/20/2020 | 7/19/2021 | 7/18/2022 |
| Statutory Assessor Complete Chargeback of Rescinded/Refunded Taxes forms PC201 (with the exception of line 7h-Total Net Tax Rescinded or Refunded) and submit to City Treasurer (by the 4 th Monday in July provided DOR has issued the current year's form) | 7/27/2020 | 7/26/2021 | 7/25/2022 |
| AG Penalty to Milwaukee County and City Treasurer (2 nd Monday in August) | 8/10/2020 | 8/9/2021 | 8/8/2022 |

COMMON COUNCIL REPORT

Item: Vacation and approval of a public electrical easement at 8430 W Orchard Way.

Recommendation: The the Common Council adopts Resolution No. 12092-100119, a resolution vacating and creating a new electrical easement at 8430 W Orchard Way (Tax Key Nos. 831-9016-000 and 831-9021-000)(2nd Aldermanic District).

Fiscal Impact: None

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: We Energies requires to extend electrical service to the proposed Orchard Hills development. The primary feed will be from the existing transformer located on the property with the Orchard Way reservoir and pump station. When the easement and existing electrical line were staked in the field it was observed that the electric line was not in the existing easement. We Energies drafted a new electrical easement to follow the existing and proposed location of the underground electric line. The existing easement will need to be vacated and the new easement approved. The Utility Commission approved this item at the September meeting.

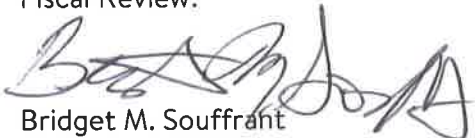
Options/Alternatives: Do nothing and the easement and underground facility don't match.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:



Brian L. Johnston, PE
Utility Engineer

Attachments: Resolution 12092-100119, Easement

RESOLUTION NO. 12092-100119

BY: _____

**RESOLUTION FOR VACATION AND ELECTRICAL
EASEMENT AT 8430 W ORCHARD WAY**

(TAX KEY NOS. 831-9016-000 & 831-9021-000)

(2ND ALDERMANIC DISTRICT)

WHEREAS, the construction of the Orchard Hills development required the extension of electrical service from the property at 8430 W Orchard Way, and;

WHEREAS, the existing electrical line did not follow the existing easement on the property, and;

WHEREAS, We Energies prepared the easement and exhibit for the project, and;

WHEREAS, a new 12-foot underground electric distribution easement will be created to follow the path of the existing and proposed electrical lines on the property;

NOW, THEREFORE BE IT RESOLVED by the Mayor and the Common Council of the City of Oak Creek that the electric easement be vacated and granted and the Mayor and City Clerk are hereby authorized to execute the same.

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to record the document in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 1st day of October, 2019.

Passed and adopted this 1st day of October, 2019.

President, Common Council

Approved this 1st day of October, 2019.

Mayor

ATTEST:

City Clerk

VOTE: Ayes _____ Noes _____

**DISTRIBUTION EASEMENT
UNDERGROUND**

Document Number

WR NO. **4320014** IO NO. **13272**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF OAK CREEK, a Wisconsin Municipal Corporation**, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies**, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land twelve (12) feet in width being a part of **Outlot 1** of that certain **Certified Survey Map No. 6111** and **Outlot 1** of that certain **Certified Survey Map No. 6112**, as recorded in the office of the Register of Deeds for Milwaukee County on June 15th, 1995, as **Document Numbers 7092428 and 7092429**; also being a part of the **Southwest ¼ of Section 18, Township 5 North, Range 22 East, City of Oak Creek, Milwaukee County, Wisconsin.**

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

831-9016-000 & 831-9021-000
(Parcel Identification Number)

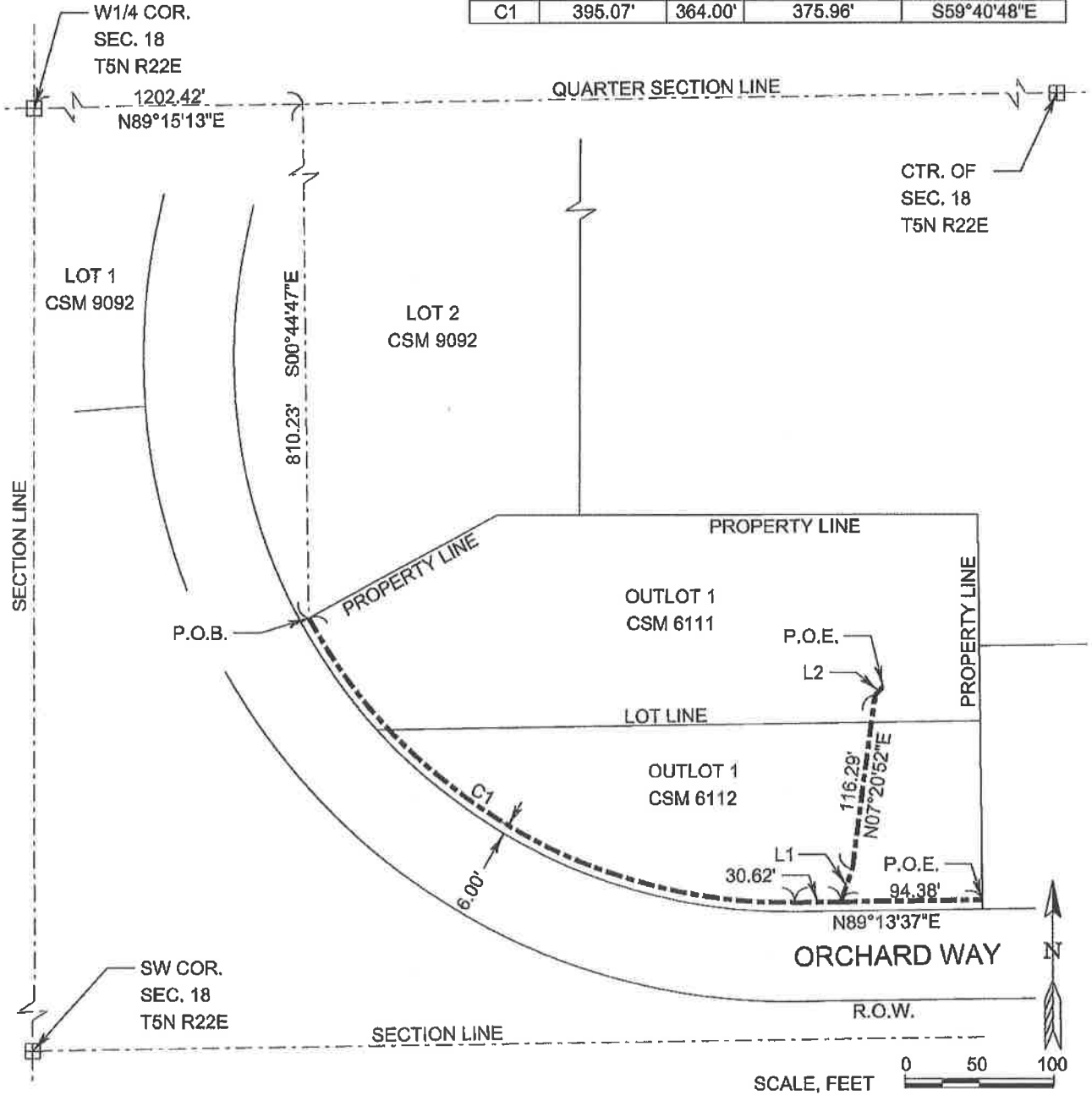
1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.
6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

KEY

CENTERLINE OF A 12 FOOT WIDE EASEMENT AREA

| LINE | LENGTH | BEARING |
|------|--------|-------------|
| L1 | 23.34' | N19°12'27"E |
| L2 | 7.79' | N43°15'22"E |

| CURVE | ARC LENGTH | RADIUS | CHORD LENGTH | CHORD BEARING |
|-------|------------|---------|--------------|---------------|
| C1 | 395.07' | 364.00' | 375.96' | S59°40'48"E |



KAPUR & ASSOCIATES, INC.
CONSULTING ENGINEERS
MILWAUKEE, WISCONSIN
414.351.6668

EXHIBIT "A"



PART OF OUTLOT 1 CSM 6111 AND OUTLOT 1 OF CSM 6112
LOCATED IN THE SW 1/4 OF
SEC. 18, T5N, R22E, CITY OF OAK CREEK,
MILWAUKEE COUNTY, WISCONSIN

| | |
|-------------|------------|
| WR NUMBER: | 4320014 |
| DATE: | 08/28/2019 |
| DRAWN BY: | FCO |
| SCALE: | 1" = 100' |
| PAGE 1 of 1 | |

Grantor:

CITY OF OAK CREEK, a Wisconsin Municipal Corporation

By _____

DANIEL J. BUKIEWICZ, Mayor

By _____

CATHERINE A. ROESKE, City Clerk

Personally came before me in Milwaukee County, Wisconsin on _____, 2019,
the above named Daniel J. Bukiewicz, the Mayor, and Catherine A. Roeske, the City Clerk, of the CITY OF OAK CREEK, a
Wisconsin Municipal Corporation, for the municipal corporation, by its authority, and pursuant to Resolution File
No. _____ adopted by its Common Council on _____, 2019.

Notary Public Signature, State of Wisconsin

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Paul Mallas on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

COMMON COUNCIL REPORT

Item: Traffic & Safety

Recommendation: That the Common Council considers a motion to suspend consideration of the installation of "No Parking Anytime" signs on the north side of E. Lake Vista Drive from 5th Avenue to the western entrance of the parking lot. (4th Aldermanic District)

Fiscal Impact: None

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: At the August 5, 2019 Common Council meeting, the Council voted to hold the Traffic & Safety (T&S) item of "installation of NO PARKING signs along the north side of Lake Vista Drive, from 5th Avenue to the western entrance of the parking lot", and to further consider the item at the October 1 meeting. This was to allow time for staff to provide more complete information behind the original request.

The original request came from DPW, and upon further staff discussion DPW has indicated its desire to withdraw the request. The original thought was that it would be good to restrict parking along the north side of the street so that during times of busy park events parked vehicles along both sides of the street might hinder two-way traffic, and that in specific times of need for all the street parking, the NO PARKING signage could be temporarily covered over, and thus, not enforced. In the end, it was concluded that the instances where parking would take up both sides of the street were very rare, except perhaps for the 4th of July community fireworks.

With the 4th of July being one of the days (maybe the only day) envisioned when the parking would be allowed anyways, it seems more logical to leave the signage as is.

Options/Alternatives: To stay with the original T&S recommendation and install the NO PARKING signs.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Ted Johnson
DPW Director

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Boiler System Replacement for Fire Station #3

Recommendation: That the Common Council considers a motion to award the project to replace the boiler system at Fire Station #3 to Lee Plumbing Mechanical Contractors Inc., at the estimated cost of \$46,700.00. (Project No. 19006) (1st Aldermanic District)

Fiscal Impact: Payment for work under this contract would come from funding reserved under CIP #19006, supplemented by funds from the Building Maintenance Reserve Fund.

- Critical Success Factor(s):**
- Vibrant and Diverse Cultural Opportunities
 - Thoughtful Development and Prosperous Economy
 - Safe, Welcoming, and Engaged Community
 - Inspired, Aligned, and Proactive City Leadership
 - Financial Stability
 - Quality Infrastructure, Amenities, and Services
 - Not Applicable

Background: The boiler system at Fire Station #3 has been steadily failing. It is critical to replace the system before the coming winter so the facility has adequate heat. The project was planned for in the 2019 budget when the bulk of the funding was secured. Facilities Maintenance staff worked in conjunction with Engineering in the development of bid documents and the project was publicly advertised. The following three bids were received and publicly opened on September 20.

| Bidder | Bid |
|---|-------------|
| Lee Plumbing Mechanical Contractors, Inc. | \$46,700.00 |
| J&H Heating, Inc. | \$58,450.00 |
| Belonger Corporation, Inc. | \$60,520.00 |

The recommendation is for the project to be awarded to Lee Plumbing Mechanical Contractors for its lump sum bid of \$46,700.00.

Options/Alternatives: To not proceed with the project would mean that the poor heating conditions would persist and eventually worsen.

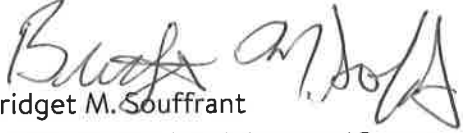
Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Michael C. Simmons, PE
City Engineer

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Approved:

Chief Tom Rosandich

Attachments: None



COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 10/01/19 License Committee Report.

Fiscal Impact: License fees in the amount of \$1,055 were collected. Additional fees in the amount of \$10,000 will be collected prior to the release of the Reserve Class B Combination alcohol license.

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background:

The License Committee did not meet prior to the 10/1/19 Council meeting. Tentative recommendations are as follows:

1. Grant an Operator's license to:
 - * Diana D. Gastrau, 6724 S. 34th St., Franklin (Gastrau's Golf Center)
 - * Joshua R. Lazarski, 9021 Lone Elm Dr., Racine (Sidetracked)
 - * Tatiana R. Espino, 3820 S. 84th St., Milwaukee (BelAir Cantina)
 - * Margaret A. Cartwright, 8870 S. Chicago Rd., Oak Creek (no employer)
 - * Lindsey L. LaBeau, 706 Hawthorne Ave., South Milwaukee (South Shore Cinema's)

2. Grant a 2019-20 Reserve Class B Combination alcohol license to Clint C. Wills, Oak Pro II, LLC dba Fairfield Inn & Suites, 6460 S. 13th St., with release of license subject to receipt of state-mandated issuance fee and surrender of current license. (Applicant currently holds a Class B Beer only license).

3. Grant a change of agent to Mega Marts, LLC dba Pick 'n Save # 862, 8770 S. Howell Ave., from Suzanne Thrall to Jai Jensen, 8775 S. Oak Park Dr., Oak Creek.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Christa J. Miller, CMC/WCMC
Deputy City Clerk

Fiscal Review:



Bridget M. Souffrant
Assistant City Administrator/Comptroller

Attachments: None



COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 25, 2019 Vendor Summary Report in the total of \$1,071,549.97.

Fiscal Impact: Total claims paid of \$1,071,549.97

Critical Success Factor(s):

- Vibrant and Diverse Cultural Opportunities
- Thoughtful Development and Prosperous Economy
- Safe, Welcoming, and Engaged Community
- Inspired, Aligned, and Proactive City Leadership
- Financial Stability
- Quality Infrastructure, Amenities, and Services
- Not Applicable

Background: Of note are the following payments:

1. \$97,949.92 to Advanced Disposal (pg #1) for August recycling and trash pickup.
2. \$66,773.83 to Benistar (pg #3) for Medicare supplement insurance.
3. \$6,645.02 to The Brickyard, Inc. (pgs #3-4) for materials for the Shepard Hills retaining wall.
4. \$98,167.02 to Campione (pg #1) for TIF 7 incentive payment, per Development Agreement.
5. \$26,131.58 to CDW Government, Inc. (pg #4) for Fortinet renewal and Microsoft True Up.
6. \$333,621.09 to Liberty Property Trust (pg #13) for TIF 7 incentive payment, per Development Agreement.
7. \$270,206.17 to Masterlock (pgs #14-15) for TIF 10 incentive payment, per Development Agreement.
8. \$8,432.98 to Poms Tire Service (pgs #17-18) for tires, tweels, valves, mounts and dismounts.
9. \$7,570.78 to Securian Financial Group, Inc. (pg #21) for October employee life insurance.
10. \$14,400.00 to Tyler Technologies, Inc. (pg #23) for consulting services, Project #129752.
11. \$28,868.10 to WE Energies (pgs #24-25) for street lighting, electricity & natural gas.

Options/Alternatives: None

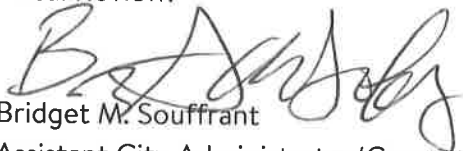
Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Kristina Strmsek
Staff Accountant

Fiscal Review:



Bridget M. Souffrant

Assistant City Administrator/Comptroller

Attachments: 9/25/19 Invoice GL Distribution Report

RESOLUTION 12093-100119

**RESOLUTION OF COMMENDATION
TO
THOMAS A. ROSANDICH**

WHEREAS, Thomas A. Rosandich was appointed a paid-on-call Fire Fighter on January 18, 1979, appointed full time Fire Fighter June 18, 1984, promoted to Lieutenant on August 23, 1989, to Assistant Fire Chief on August 3, 1998; to Acting Fire Chief on April 15, 2011, and to Fire Chief on May 12, 2012; and

WHEREAS, Thomas A. Rosandich will be retiring from his position as Fire Chief effective October 4, 2019, after 40 years and 8 months of dedicated fire service to the City of Oak Creek Fire Department, the longest in Fire Department history, and

WHEREAS, during his years of service, Thomas A. Rosandich has performed his duties admirably, looking out for the health, safety, and welfare of the citizens of Oak Creek; and

WHEREAS, Thomas A. Rosandich responded to and commanded major alarms using his skills in fire fighting, rescue, and management admirably, without hesitation. Some of the major incidents he responded to include Peter Cooper Corporation, the crash of Flight 105, the PPG explosion, the Sikh Temple mass shooting and others too numerous to mention; and

WHEREAS, Thomas A. Rosandich was an Emergency Medical Technician in the State of Wisconsin and during his career has cared for thousands of citizens who were sick or injured, always delivering caring and skilled emergency care to them; and

WHEREAS, Thomas A. Rosandich conducted department training, public education, fire inspections, live fire burns, and many administrative duties to include the Fire Department budget; and

WHEREAS, Thomas A. Rosandich represented the city as the Emergency Management Director leading the city in Emergency Preparedness and assisting the city in recovering over \$500,000 in disaster aid; and

WHEREAS, Thomas A. Rosandich proudly served as Fire Chief when the Oak Creek Fire Department received Accreditation Status, becoming the eleventh Fire Department in the State of Wisconsin to receive this status; and

WHEREAS, Thomas A. Rosandich is a former member of the Milwaukee County Training Officers Association, serving as the President of the organization as part of his tenure and is retiring as a member of the Milwaukee County Chief's Association, serving as the local emergency planning representative and Racine County fire chief liaison; and

NOW, THEREFORE, BE IT RESOLVED that the City's best wishes for good health and happiness be extended to Thomas A. Rosandich and his family in his retirement years.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of this meeting and that the City Clerk is hereby directed to transmit a suitable copy thereof to Thomas A. Rosandich.

Passed and adopted this 1st day of October, 2019.

President, Common Council

Mayor, City of Oak Creek

ATTEST:

City Clerk

Vote: Ayes _____ Noes _____