



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

COMMON COUNCIL MEETING AGENDA

SEPTEMBER 20, 2022

7:00 P.M.

Daniel Bukiewicz - Mayor
Steven Kurkowski – 1st District
Greg Loreck – 2nd District
Richard Duchniak – 3rd District
Lisa Marshall – 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: 9/6/22

New Business

4. **Motion:** Consider a *motion* to approve a three-year Appraisal Services Agreement with Tyler Technologies, Inc. for full assessment and software services for the period of 11/1/2022 through 10/31/2025, and authorize the Mayor and City Clerk to execute the same (by Committee of the Whole).

COMMUNITY DEVELOPMENT

5. **Resolution:** Consider *Resolution* No. 12355-092022, approving a Certified Survey Map submitted by Gary Wendt, Bradford Real Estate Companies, for the property at 150 W. Forest Hill Ave. (2nd District).

LICENSE COMMITTEE

6. **Motion:** Consider a *motion* to approve the various license requests as listed on the 9/20/22 License Committee Report (by Committee of the Whole).

VENDOR SUMMARY

7. **Motion:** Consider a *motion* to approve the September 14, 2022 Vendor Summary Report in the amount of \$3,627,367.77 (by Committee of the Whole).

Adjournment.

Visit our website at www.oakcreekwi.org for the agenda and accompanying common council reports.
This meeting will be live streamed on the City of Oak Creek YouTube page via <http://ocwi.org/livestream>.

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 414-766-7000, by fax at 414-766-7976, or by mail at 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: Tyler Technologies, Inc. Appraisal Services Agreement

Recommendation: That the Common Council move to approve a three-year Appraisal Services Agreement with Tyler Technologies, Inc. for full assessment and software services, for the period of 11/1/22 through 10/31/25 and authorize the Mayor and City Clerk to execute same.

Fiscal Impact: The contract shows a total increase of \$18,000, 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 City of Oak Creek has contracted with Tyler Technologies, Inc. (Tyler), formerly known as CLT, for assessment services since 1994. The current Agreement, at an annual fee of \$196,500, expires on October 31, 2022.

Tyler provides the City with full assessment services including a Statutory Assessor and Deputy Assessor one day each per week, and office staff to perform all clerical functions five days per week. Tyler also performs annual statistical revaluations to establish fair and equitable assessments of all properties, thus eliminating large fluctuations from market values year over year.

As directed by the Personnel and Finance Committee at the August 10, 2022 meeting, staff worked to negotiate a successor agreement with Tyler based on the quote received from Tyler on July 22, 2022.

A change to highlight in the proposed agreement is the creation of a community education plan. Tyler and the City will collaborate on creating a plan to promote understanding of the assessment process. This plan is detailed in Exhibit C, Statement of Work, Section II(F)3.

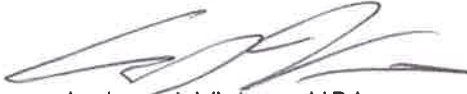
The fees for services are proposed as follows:

- 11/1/2022-10/31/2023 = \$202,500
- 11/1/2023-10/31/2024 = \$208,500
- 11/1/2024-10/31/2025 = \$214,500

We are recommending that the Common Council approve the three-year Appraisal Services Agreement as attached.

Options/Alternatives: The Council could request changes to the proposed agreement, or could direct staff to explore other firms by issuing an RFP for City assessment services.

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Sara Kawczynski
City Treasurer

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: Tyler Technologies, Inc. Appraisal Services Agreement



APPRAISAL SERVICES AGREEMENT

This Agreement is made between Tyler Technologies, Inc. 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, 2022 and shall continue through October 31, 2025. 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 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.
 - 2.3 **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase the 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 products and 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. By virtue of this Agreement, we are contracted to provide certain services specified herein and recommendations of value to you which are intended for exclusive use by you 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. 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.
12. 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.
13. 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.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. 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.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. 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.
18. 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.
19. 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.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.
21. 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.
22. 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.
23. 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.

City of Oak Creek, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

City of Oak Creek Clerk

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: City Treasurer



Exhibit A 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:

The proposed fixed fee for the services for the period of November 1, 2022 through October 31, 2023 is:
TWO HUNDRED TWO THOUSAND FIVE HUNDRED DOLLARS (\$202,500).

The proposed fixed fee for the services for the period of November 1, 2023 through October 31, 2024 is:
TWO HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$208,500).

The proposed fixed fee for the services for the period of November 1, 2024 through October 31, 2025 is:
TWO HUNDRED FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$214,500).

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:

2022 Time and Material Rates

The Company's hourly Time and Materials Rates for calendar year 2022 are as follows:

Technology	<u>Off-Site</u>	<u>On-Site</u>
Sr. Company Officer / Sr. Valuation Analyst	\$300.00	\$360.00
Project Manager	\$210.00	\$260.00
Database Administrator (DBA)	\$205.00	\$240.00
Technology Staff	\$200.00	\$230.00
Emergency DBA Services ¹	\$250.00	Quote
Emergency DBA Services ²	\$400.00	Quote

1: Rate during business hours

2: Rate during non-business hours

Appraisal

Project Manager	\$180.00	\$220.00
Appraiser - Senior	\$180.00	\$220.00
Appraiser - Commercial	\$145.00	\$170.00
Appraiser - Residential	\$125.00	\$150.00
Data Collector - Commercial	\$84.00	\$106.00
Data Collector - Residential	\$69.00	\$84.00
Data Entry/Clerical	\$52.00	\$64.00

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. The Company will notify the Client of said changes in writing.

If Tyler staffing requirements are such that services must be provided using contract labor, whose cost basis is significantly above what is built into Tyler's Time and Materials rates, the T&M hourly rates for off-site work performed at Tyler offices on behalf of the Client for said contractor will be computed to reflect the Company's cost plus 25%; the on-site rates for work performed at the Client site will be this cost plus a 50% premium. The Company will notify the Client in advance when responding to a request using contract labor whose cost will exceed the above fee schedule.



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 and for the fees 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 fees 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 available by contacting AR@tylertech.com.



Exhibit C
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 LandNav, 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, 2022. 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, 2022 and continue through the last Tuesday of October 2025. 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.

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 fifteen (15) 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 fifteen (15) 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 LandNav tax software and, on a weekly basis, provide the City Treasurer with a list of ownership, mailing address or property location changes on that were made in LandNav for the current week.
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 2023, 2024 and 2025 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 2023, 2024 and 2025.
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 page 4-3 of the WPAM, Volume I.

3. **Community Education Plan**

This section will describe the public relations program that Tyler will provide as part of our Agreement.

Tyler will endeavor to promote understanding and amicable relations with the taxpayers and public. Tyler shall cooperate in maintaining good public relations throughout the revaluation process. The City and Tyler shall work together to provide a courteous and prompt response to all taxpayers by supplying all possible necessary information to each taxpayer inquiry.

Tyler and the City of Oak Creek will collaborate on creating a community education plan. This plan will include publications for the ACORN three times a year, as well as content for the website and City social media accounts during, but not limited to, the time periods listed below:

- Prior to the tax bills mailing during November
- Prior to site visits for the yearly revaluation
- Prior to Notices of Assessment mailing during March
- Prior to and during Open Book
- Prior to the Board of Review

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 an electronic copy 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 LandNav 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 LandNav 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 annually and will include any and all undeliverable returned personal property forms that have not been resolved via other methods.
 - 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 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. A sample 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 LandNav tax software and the Client's software (currently Unvers CAMA) are in balance with each other prior to the start of the Board of Review. Tyler shall also re-balance the totals in LandNav and the Client's software (currently Unvers) 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 third Wednesday in June annually 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. 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.
- R. 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.
- S. 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.
- T. 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.
- U. 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.
- V. 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. 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 LandNav 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 Unifers 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			
	2022/2023	2023/2024	2024/2025
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	11/01/2022	11/1/2023	11/1/2024
Statutory Assessor Complete Top 25 Taxpayer Excel Spreadsheet for MMSD Report and submit to City Treasurer by 1 st Monday in December	12/5/2022	12/4/2023	12/2/2024
Mail Personal Property Forms by January 15 th	1/15/2023	1/15/2024	1/15/2025
Manufactured Home Valuation Complete by last business day in January	1/31/2023	1/31/2024	1/31/2025
Manufactured Home Assessed Values Worksheet Submitted to City Treasurer by last business day in January	1/31/2023	1/31/2024	1/31/2025
Treasurer will review, add LC, and submit final Manufactured Home worksheets to Statutory Assessor			
Prepare and mail Manufactured Home assessment and parking fee notices and provide electronic copies to Treasurer by February 15 annually	2/10/2023	2/9/2024	2/7/2025
Provide a sample NOA letter to the City Treasurer and City Clerk for review and approvals by the fourth Monday in March annually	3/27/2023	3/25/2024	3/24/2025
Provide annual split listing to City Treasurer and Civil Engineer-Environmental by the fourth Monday in March annually	3/27/2023	3/25/2024	3/24/2025
Provide Client and Tyler Staff with Open Book Appointment Dates and Times by the fourth Monday in March annually	03/27/2023	3/25/2024	3/24/2025

EXHIBIT C
SCHEDULE 1

Statutory Assessor will provide a list of all new accounts and deleted accounts for the January 1 of each assessment year by June 1 annually	6/01/2023	6/1/2024	6/1/2025
Provide tentative BOR dates to City Treasurer and City Clerk by March 15 annually.	3/15/2023	3/15/2024	3/15/2025
Mail Notices of Assessment for Real Estate by the first Monday in April annually.	4/3/2023	4/1/2024	4/7/2025
Open Book Phones Begin and Prelim RE Value Listing available to public the first Wednesday in April annually.	4/5/2023	4/3/2024	4/9/2025
Open Book Appointments Begin by the second Monday in April annually.	4/10/2023	4/8/2024	4/14/2025
Field Verification of Potential Doornage Accounts (1 st Friday in May)	5/5/2023	5/3/2024	5/2/2025
Open Book Completed by the first Friday in May annually.	5/5/2023	5/3/2024	5/2/2025
Mail Notices of Assessment for Personal Property, Including Doornage Account by 3 rd Wednesday in May annually	5/17/2023	5/15/2024	5/21/2025
Final RE & PP Assessment Roll to City Clerk (2 weeks prior to BOR)	6/14/2023	6/12/2024	6/11/2025
Preliminary MAR Report to DOR by 2 nd Monday in June	6/12/2023	6/10/2024	6/9/2025
BOR Hearings Begin by third Wednesday in June annually	6/21/2023	6/19/2024	6/18/2025
The Statutory Assessor enters all BOR value changes into LandNav and Unifers. 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 within 10 business days of final BOR adjournment	TBD annually	TBD annually	TBD annually
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)	7/24/2023	7/22/2024	7/28/2025
AG Penalty to Milwaukee County and City Treasurer (2 nd Monday in August)	8/14/2023	8/12/2024	8/11/2025

COMMON COUNCIL REPORT

Item: Certified Survey Map - 150 W. Forest Hill Ave.

Recommendation: That the Council adopts Resolution No. 12355-092022, a resolution approving a Certified Survey Map submitted by Gary Wendt, Bradford Real Estate Companies, for the property at 150 W. Forest Hill Ave. (2nd Aldermanic District)

Fiscal Impact: The proposal is to divide the property into two (2) conforming commercial lots for development, and one (1) outlot for the existing stormwater infrastructure. Future development of the proposed lots will yield positive fiscal impact in terms of assessed value, permit fees, and impact fees. This property is not currently located with a TID.

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 Applicant, with support of the current landowner, is requesting approval of a Certified Survey Map (CSM) dividing the property at 150 W. Forest Hill Ave. into three (3) parcels. Lots 1 and 2 will be for future commercial developments. Each of the proposed lots meets the minimum lot size requirements for the B-4, Highway Business zoning district. Outlot 1 will contain the existing stormwater infrastructure. An agreement between the two (2) proposed development parcels must be created and recorded for the use and maintenance of the pond, and the CSM must contain a note stating that the stormwater facility benefits both lots. The note on Sheet 1 should be revised to state that all easements are shown in subsequent pages.

Development of the proposed lots will be required to meet the provisions of the Zoning Code in place at the time of the proposal. Therefore, staff is recommending that the trash enclosure easement shown on Sheet 3 be removed at this time. Should future development require such, a separate document may be recorded.

Staff note that the legal description in the Surveyor's Certificate is missing bearings and distances. This is a requirement per Code that must be included on the map prior to recording. Additionally, some of the notations are illegible due to the bold font style. These must be legible on the map for recording..

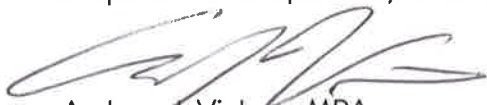
The Plan Commission reviewed this request during their September 13, 2022 meeting, and recommended approval subject to the following conditions:

1. That the map is revised to contain a note stating that the stormwater facility benefits both lots. An agreement between the two (2) proposed development parcels must be created and recorded for the use and maintenance of the pond.

-
2. That the note on Sheet 1 is revised to state that all easements (existing and proposed) are shown on subsequent sheets.
 3. That the trash enclosure easement is removed from Sheet 3.
 4. That all bearings and distances are included in the legal description under the Surveyor's Certificate.
 5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Options/Alternatives: Council has the discretion to approve the Certified Survey Map with conditions, modify the conditions, or deny the request.

Prepared and Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Approved:



Kari Papelbon, CFM, AICP
Senior Planner

Fiscal Review:



Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Approved:



Douglas W. Seymour, AICP
Director of Community Development

Attachments:

Res. 12355-092022

Location Map

Proposed CSM (5 pages)

RESOLUTION NO. 12355-092022

BY: _____

A RESOLUTION APPROVING A CERTIFIED SURVEY MAP FOR
GARY WENDT, BRADFORD REAL ESTATE COMPANIES

150 W. Forest Hill Ave.
(2nd Aldermanic District)

WHEREAS, GARY WENDT, BRADFORD REAL ESTATE COMPANIES, hereinafter referred to as the subdivider, with support of the current landowner, has submitted a certified survey map in compliance with all statutory requirements; and

WHEREAS, the subdivider has complied with all of the applicable ordinances and resolutions of the City of Oak Creek, and

WHEREAS, the Plan Commission has recommended that this certified survey map be approved, subject to the following conditions:

1. That the map is revised to contain a note stating that the stormwater facility benefits both lots. An agreement between the two (2) proposed development parcels must be created and recorded for the use and maintenance of the pond.
2. That the note on Sheet 1 is revised to state that all easements (existing and proposed) are shown on subsequent sheets.
3. That the trash enclosure easement is removed from Sheet 3.
4. That all bearings and distances are included in the legal description under the Surveyor's Certificate.
5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

NOW, THEREFORE, BE IT RESOLVED that this certified survey map, in the City of Oak Creek, Wisconsin, is hereby approved by the Common Council subject to the following conditions:

1. That the map is revised to contain a note stating that the stormwater facility benefits both lots. An agreement between the two (2) proposed development parcels must be created and recorded for the use and maintenance of the pond.
2. That the note on Sheet 1 is revised to state that all easements (existing and proposed) are shown on subsequent sheets.
3. That the trash enclosure easement is removed from Sheet 3.
4. That all bearings and distances are included in the legal description under the Surveyor's Certificate.
5. That all technical corrections, including, but not limited to spelling errors, minor coordinate geometry corrections, and corrections required for compliance with the Municipal Code and Wisconsin Statutes, are made prior to recording.

Introduced at a regular meeting of the Common Council of the City of Oak Creek held this 20th day of September, 2022.

Passed and adopted this 20th day of September, 2022.

President, Common Council

Approved this 20th day of September, 2022.

Mayor

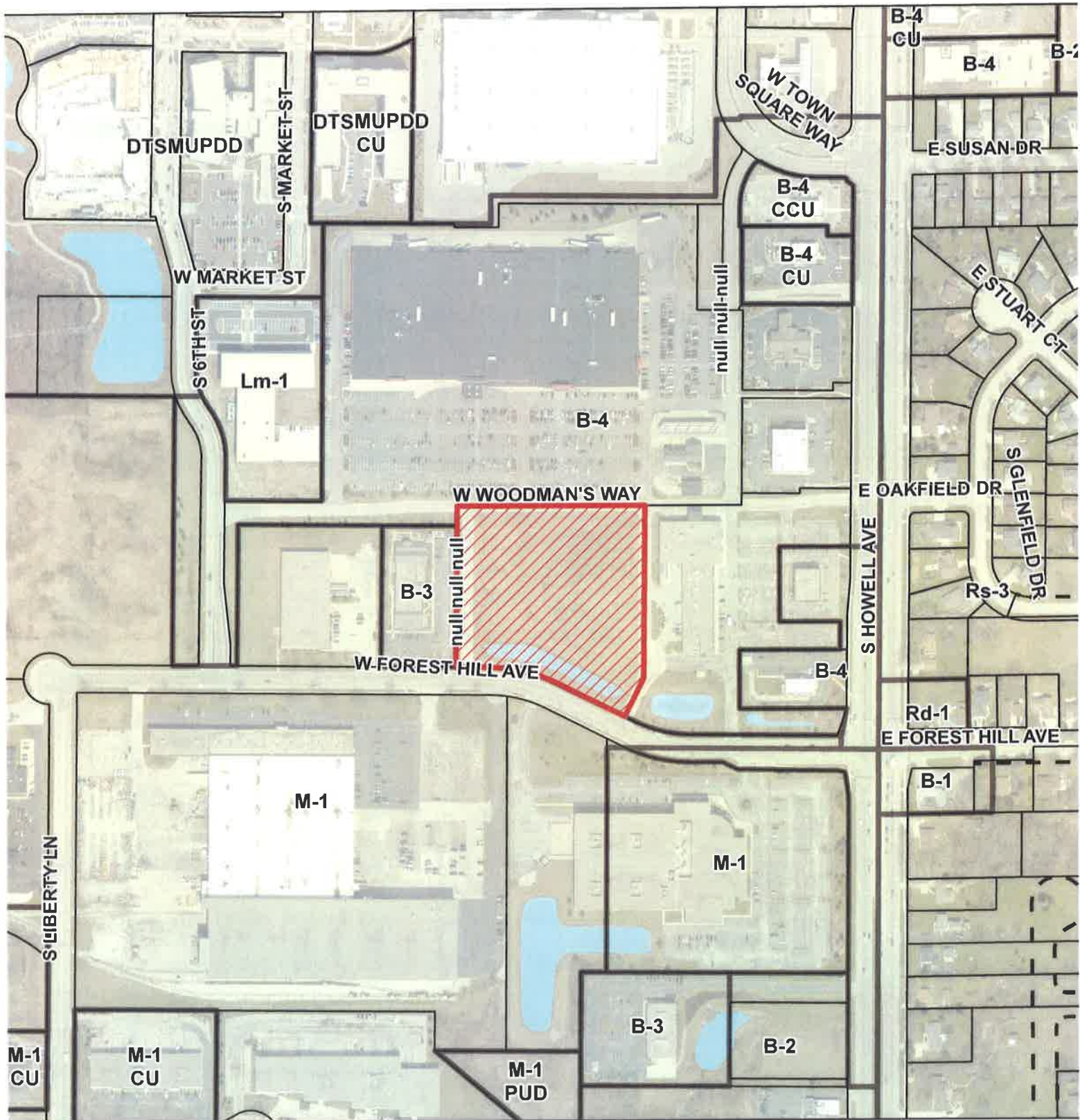
ATTEST:

City Clerk

VOTE: Ayes ____ Noes ____

LOCATION MAP

150 W. Forest Hill Ave.



This map is not a survey of the actual boundary of any property this map depicts.

Legend

- Zoning
- Official Map
- Floodway
- Flood Fringe
- 150 W. Forest Hill Ave



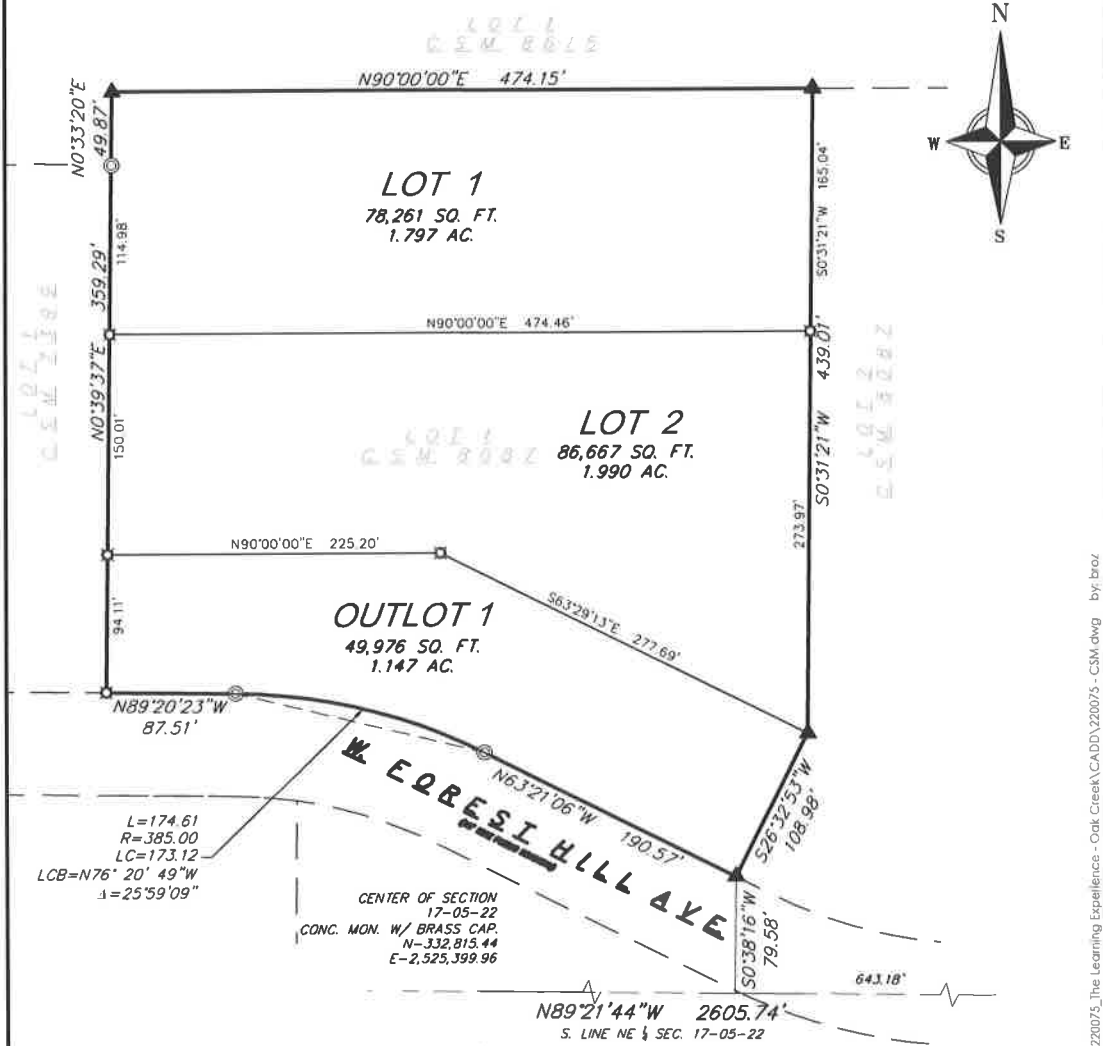
0 0.02 0.04 0.09 Miles



CERTIFIED SURVEY MAP No. _____

LOT 1 OF CERTIFIED SURVEY MAP NO. 8087, RECORDED IN THE MILWAUKEE COUNTY REGISTRY ON SEPTEMBER 30, 2008 AS DOCUMENT NO. 09654891, BEING A DIVISION OF LOT 1 OF CERTIFIED SURVEY MAP NO. 7830, IN THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 17, TOWN 5 NORTH, RANGE 22 EAST IN THE CITY OF OAK CREEK, MILWAUKEE COUNTY, WISCONSIN

SEE SHEET 2 FOR EXISTING EASEMENTS



DRAFT

SURVEY LEGEND

- FOUND 1" Ø IRON PIPE
- ▲ FOUND PK NAIL IN ASPHALT
- SET 3/4" x 18" SOLID IRON RE-ROD, MIN. WT. 1.50 lbs./ft.
- () INDICATES RECORDED AS

DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

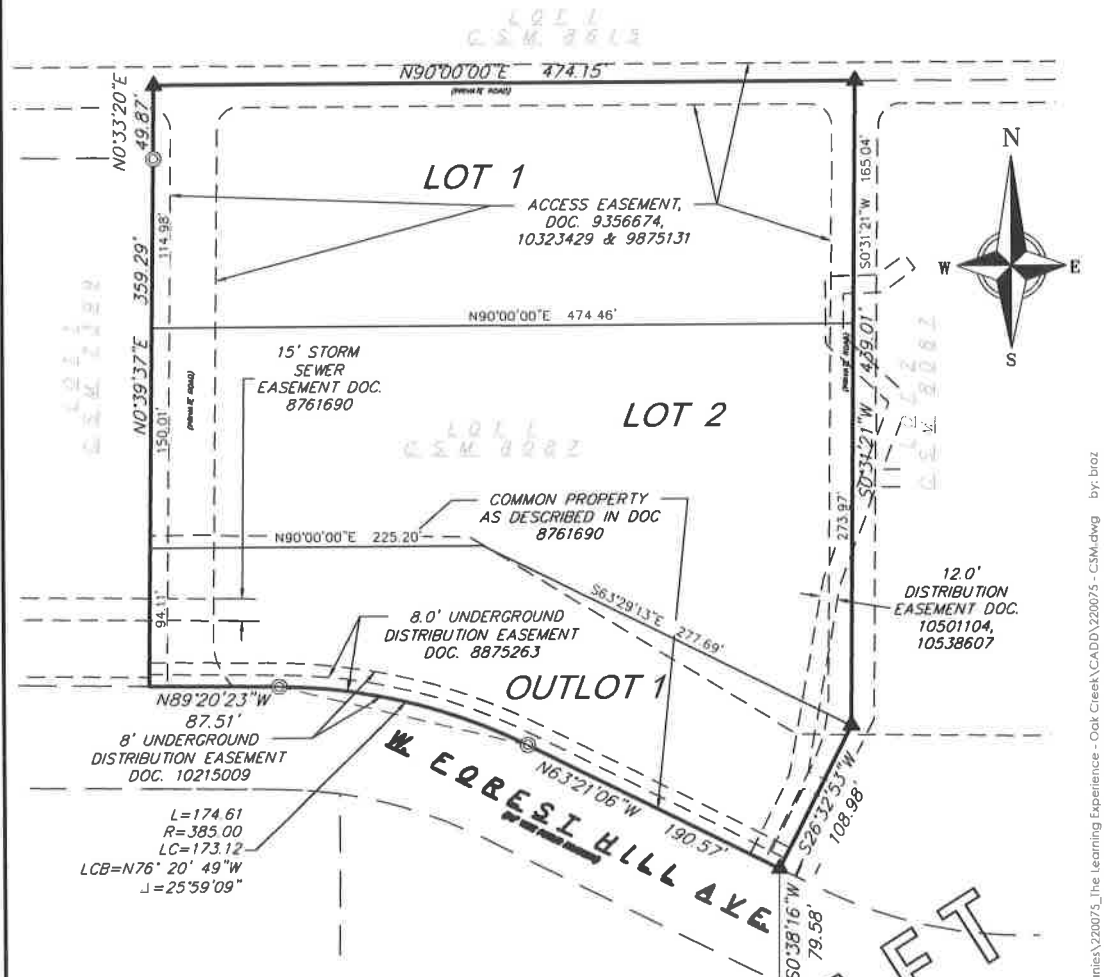
16 Aug 2022 - 1:32p M:\Bradford Real Estate Companies\220075_The Learning Experience - Oak Creek\CA DD\220075 - CSM.dwg by: broz

vierbicher planners engineers advisors Phone: (800) 261-3898		FN: 220075 DATE: 08/16/2022 REV: 03/17/2016 Drafted By: BROZ Checked By:	SURVEYED FOR: The Bradford Real Estate Companies 106 Barrington Commons Ct., Ste. 726 Barrington, IL 60010	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____	SHEET 1 OF 5
		DISTANCES ARE REFERENCED TO THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD83.			

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EXISTING EASEMENTS

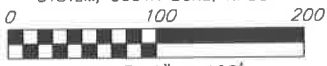


L=174.61
R=385.00
LC=173.12
LCB=N76° 20' 49"W
J=25°59'09"

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DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

DRAFT

vierbicher
planners | engineers | advisors

Phone: (800) 261-3898



FN: 220075
DATE: 08/16/2022
REV: 03/17/2016
Drafted By: BROZ
Checked By:

SURVEYED FOR:
The Bradford Real Estate Companies
106 Barrington Commons Ct., Ste. 726
Barrington, IL 60010

C.S.M. No. _____
Doc. No. _____
Vol. _____ Page _____

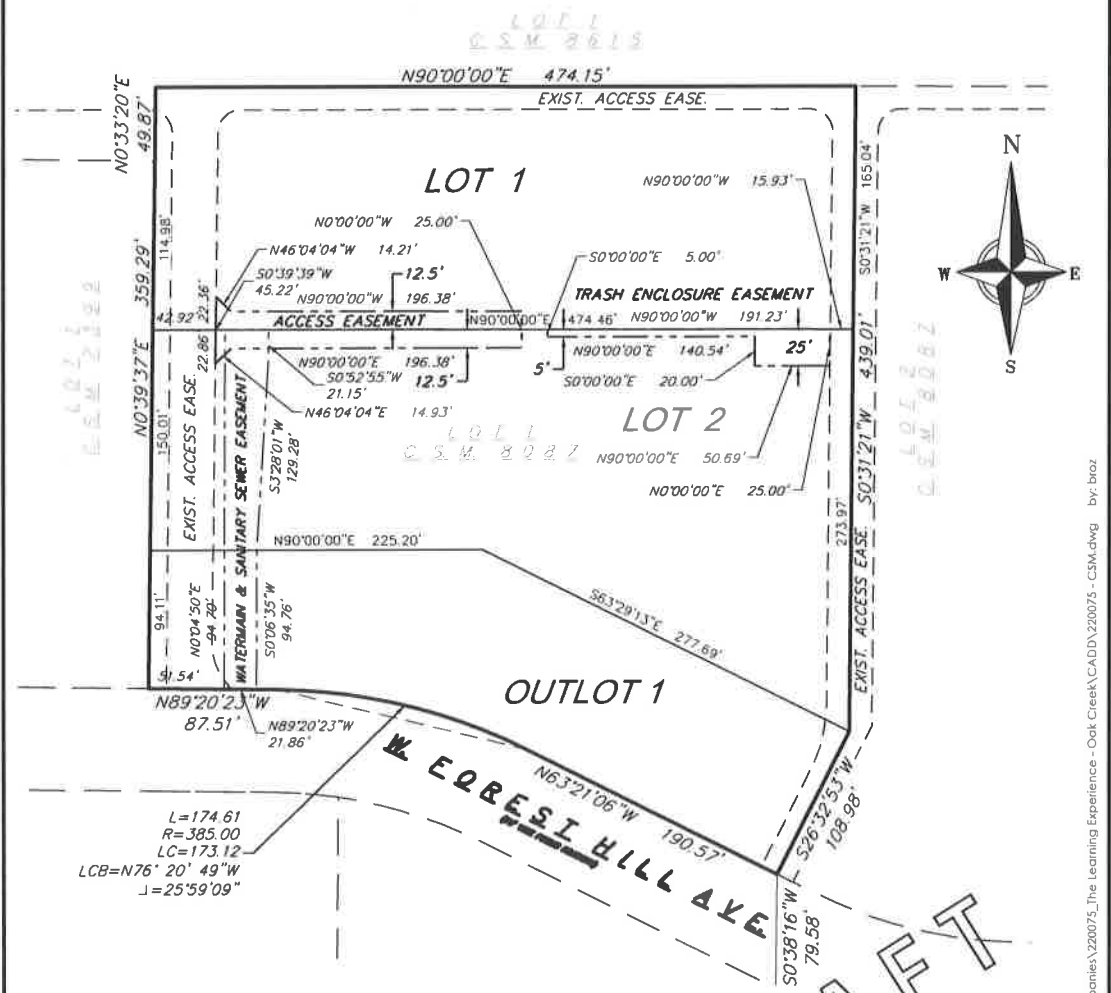
**SHEET
2 OF 5**

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NEW EASEMENTS

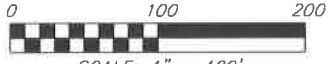


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DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT

<p style="font-size: small;">planners engineers advisors</p> <p style="font-size: x-small;">Phone: (800) 261-3898</p>	FN: 220075 DATE: 08/16/2022 REV: 03/17/2016 Drafted By: BROZ Checked By:	SURVEYED FOR: The Bradford Real Estate Companies 106 Barrington Commons Ct., Ste. 726 Barrington, IL 60010	C.S.M. No. _____ Doc. No. _____ Vol. _____ Page _____
	SHEET 3 OF 5		

16 Aug 2022 - 1:32p M:\Bradford Real Estate Companies\220075_The Learning Experience - Oak Creek\CADD\220075 - CSM.dwg by: broz

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SURVEYOR'S CERTIFICATE

I, Baiba M. Rozite, Professional Land Surveyor, S-2351, do hereby certify to the best of my knowledge and belief, that this Certified Survey Map is in full compliance with Section 236.34 of the Wisconsin State Statutes, Chapter A-E7 of the Wisconsin Administrative Code and the Subdivision Ordinance of the City of Oak Creek and under the direction of DEMCO WISCONSIN 1, LLC, owners of said land, I have surveyed, divided and mapped the lands described herein and that the map on sheet one (1) is a correct representation of the exterior boundaries of the land surveyed and the division of that land in accordance with the information provided and that this land is described as follows:

Lot 1 of Certified Survey Map No. 8087, recorded in the Milwaukee County Registry on September 30, 2008 as Document No. 09654891, being a division of Lot 1 of Certified Survey Map No. 7830, in the Southeast 1/4 of the Northeast 1/4 of Section 17, Town 5 North, Range 22 East in the City of Oak Creek, Milwaukee County, Wisconsin.

Said parcel contains approximately 214,914 SQ. FT. or 4.934 acres, more or less.

Vierbicher Associates, Inc.
By: Baiba M. Rozite

Date: _____

Signed: Baiba M. Rozite, P.L.S. S-2351

DRAFT

OWNER'S CERTIFICATE

DEMCO WISCONSIN 1, LLC, as owner(s), hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on the map hereon. We further certify that this Certified Survey Map is required by s. 236.34 to be submitted to the City of Oak Creek for approval. Witness the hand and seal of said owner this _____ day of _____, 2022.

DEMCO WISCONSIN 1, LLC

By: _____

State of Wisconsin)
)ss.
County of Milwaukee)

Personally came before me this _____ day of _____, 2022, the above named _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin

My Commission expires: _____

SCALE: 1" = 100'



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CONSENT OF MORTGAGEE

_____, a banking association duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping, and dedicating of the land described on this Certified Survey Map and does hereby consent to the Owner's Certificate.

IN WITNESS WHEREOF, the said _____ k, has caused these presents to be signed by _____ its _____ at _____ on this _____ day of _____, 2016.

By: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 20____, _____ of the above named banking association, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ of said banking association, and acknowledged that they executed the foregoing instrument as such officer as the deed of said banking association, by its authority.

Notary Public, State of Wisconsin

My Commission expires: _____

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the City of Oak Creek on this _____ day of _____

Daniel Bukiewicz, Chair Date

Kari Papelbon, Secretary Date

COMMON COUNCIL APPROVAL

Approved by the Common Council of the City of Oak Creek, per Plan Commission recommendation on this _____ day of _____ by Resolution No. _____

Daniel Bukiewicz, Mayor Date

Catherine Roeske, Clerk Date

DRAFT

SCALE: 1" = 100'

Header block containing: vierbicher planners | engineers | advisors; FN: 220075 DATE: 08/16/2022; SURVEYED FOR: The Bradford Real Estate Companies; G.S.M. No.; Doc. No.; SHEET 5 OF 5; Phone: (800) 261-3898; Checked By; Drafted By: BROZ; Commons Ct., Ste. 726 Barrington, IL 60010; Vol. Page

16 Aug 2022 - 1:32p M:\Bradford Real Estate Companies\220075_The Learning Experience - Oak Creek\CADD\220075 - CSM.dwg by: broz



Meeting Date: September 20, 2022

Item No. *6*

COMMON COUNCIL REPORT

Item: License Committee Report

Recommendation: That the Common Council grant the various license requests as listed on the 9/20/2022 License Committee Report.

Fiscal Impact: License fees in the amount of \$315.00 were collected.

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:

1. Grant an Operator's license to (favorable background reports received):
 - * Isabelle B. Rogers (Cubanita's)
 - * Lindsey G. Coughlin (Aldi)
 - * Sabrina L. Milosch (Buffalo Wild Wings)

Options/Alternatives: None

Respectfully submitted:

Andrew J. Vickers, MPA
City Administrator

Prepared:

Christa J. Miller CMC/WCMC
Deputy City Clerk

Fiscal Review:

Maxwell Gagin, MPA
Assistant City Administrator / Comptroller

Attachments: none

COMMON COUNCIL REPORT

Item: Vendor Summary Report

Recommendation: That the Common Council approve the September 14, 2022 Vendor Summary Report in the total of \$3,627,367.77.

Fiscal Impact: Total claims paid of \$3,627,367.77.

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. \$19,544.46 to CDW Government, Inc. (pg #3) for Fortinet FG-200F and Meeting Minder replacement.
2. \$13,823.72 to City of Franklin (pg #5) for joint fire inspector services for April to July 2022.
3. \$18,132.80 to City of Oak Creek Police Dept. (pg #3) for DEA police asset forfeiture.
4. \$2,581,041.78 to Commerce 94 Project DST (pg #3) for Amazon payment per developer agreement.
5. \$216,652.80 to Deluca and Tobin Cable Contractors (pg #4) for the east side fiber expansion, Project #22012.
6. \$19,387.00 to DoorMaster Garage Door Co. LLC (pg #4) for DPW facility door replacement and Fire Station #3 door repair.
7. \$17,144.31 to Enterprise FM Trust (pg #5) for DPW vehicle lease monthly payment, Project #19024.
8. \$9,469.00 to General Code (pg #6) for eCode360, Project #17027.
9. \$8,879.26 to GovHR, USA LLC (pg #6) for professional fees relating to the Human Resources Manager recruitment, Project #17027.
10. \$7,095.00 to Haskin & Karls (pg #6) for legal research relating to Lake Vista.
11. \$13,662.09 to Kansas City Life Insurance Co. (pg #8) for October disability insurance.
12. \$5,671.50 to Lange Enterprises, Inc. (pg #9) for sign brackets and sign posts.
13. \$281,046.05 to Masterlock (pg #10) for TIF No. 10 payment per developer agreement.
14. \$13,284.32 to Multimedia Communications & Engineering, Inc. (pg #11) for management services related to the east side fiber expansion, Project #22012.

-
15. \$146,597.59 to Payne & Dolan, Inc. (pg #12) for resurfacing and park improvements in Apple Creek Farms subdivision, Project #22002.
 16. \$7,593.18 to Plunkett Raysich Architects, LLP (pg #12) for professional services relating to Abendschein Park Pavilion, Project #22008, and Fire Station #3 dorm remodel, Project #22009.
 17. \$16,375.00 to Tyler Technologies, Inc. (pg #15) for consulting services.
 18. \$87,967.81 to US Bank (pgs #18 - 28) for equipment and vehicle maintenance, travel and training, supplies, building maintenance, dues and publications, license fees, data lines, Verizon phone services, legal notices, and office supplies.
 19. \$35,943.44 to WE Energies (pg #1) for street lighting, electricity & natural gas.
 20. \$8,979.63 to WI Court Fines & Surcharges (pg #16) for August court fines.

Options/Alternatives: None

Respectfully submitted:



Andrew J. Vickers, MPA
City Administrator

Prepared:



Rory T. Vircks
Staff Accountant

Fiscal Review:



Maxwell Gaggin, MPA
Assistant City Administrator/Comptroller

Attachments: 9/14/2022 Invoice GL Distribution Report