# REGULAR VILLAGE BOARD MEETING

## MEETING NOTICE AND AGENDA

## WHITEFISH BAY VILLAGE HALL
**5300 North Marlborough Drive**

**Monday, December 17, 2018, 6:00 PM**

I. Call to Order and Roll Call

II. Consent Agenda – Upon request of any Trustee, any item may be removed from the Consent Agenda for separate consideration under General Business.

1. Minutes of the regular meeting held on December 3, 2018.
2. Claims for November, 2018.
3. Investment Report for November, 2018.
4. Referral of Ordinance to Plan Commission (Ord. No. 1845 pertaining to ARC submittal deadline and definition of "Design Area").
5. Approval of 2nd Revision to the State/Municipal Agreement for the STH 32-Lake Drive HSIP Safety Project.
6. Approval of a letter to the Public Service Commission of Wisconsin in support of two WeEnergies renewable energy pilot programs.

III. Report of Village Officers

1. Village Attorney
2. Village Manager
3. Village President
4. Miscellaneous Trustee

IV. Petitions and Communications – This is an opportunity for anyone to address the Village Board on any issue NOT on the current agenda. While the Board encourages input from residents of the Village, it may not discuss or act on any issue that is not duly noticed on the agenda.

V. General Business

1. Discussion/action on STH 32-Lake Drive pavement rehabilitation options.

2. Discussion/action on 2019 Work Order Authorization Contract with Clark Dietz for Alley Design and Construction Inspection.

3. Discussion/action on agreement with Armstrong Consulting Group, Inc. for 2019 Computer Network Services.

4. Discussion/action on agreement with Tyler Technologies, Inc. for Assessor Services.

5. Discussion/action on agreement with Tyler Technologies, Inc. for Village-wide Revaluation.

6. The Board may convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session – specifically regarding contract negotiations with the Police Union.

7. The Board may reconvene to Open Session. The Board reserves the right to take action on any topic discussed in Closed Session.

VI. Adjourn

**Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. Contact Village Hall at (414) 962-6690. It is possible that members of and possibly a quorum of members of other Boards, Commissions, or Committees of the Village including in particular the Plan Commission may be in attendance in the above stated meeting to gather information; no action will be taken by any other Boards, Commissions, or Committees of the Village except by the Board, Commission, or Committee noticed above. Agendas and minutes are available on the Village website (www.wfbvillage.org)**

REGULAR VILLAGE BOARD MEETING

A regular meeting of the Board of Trustees of Whitefish Bay was held in the Board Room of Whitefish Bay Village Hall, 5300 North Marlborough Drive, December 3, 2018

Pursuant to law, written notice of this meeting was given to the press and posted on the public bulletin boards.

## I. Call to Order and Roll Call

President Siegel called the meeting to order at 6:00 pm.

Present: Trustees Miller, Fuda, Serebin, Davis and President Siegel

Excused: Trustees Saunders and Demet

Also Present:
Village Manager Paul Boening
Village Attorney Chris Jaekels
Director of Public Works John Edlebeck
Library Director Nyama Reed
Director of Building Services Joel Oestreich
Police Chief Michael Young
Finance Director Jen Amerell
Assistant Village Manager Tim Blakeslee
Deputy Clerk Caren Brustmann

## II. Consent Agenda

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to approve the following item on the consent agenda as presented.

1. Minutes of the regular meeting held on November 19, 2018.

## III. Report of Village Officers

1. Village Attorney – No report
2. Village Manager – No report
3. Village President

Village President Julie Siegel shared the Business Improvement District has been working with the merchants of Silver Spring to put on a wonderful menorah lighting at 5:30pm nightly, and all attendance is welcome.

4. Miscellaneous Trustees – No reports

## IV. Petitions and Communications - None

## V. General Business

**1. Discussion/action on recommendations from the Ad Hoc Teardown/Rebuild Committee.**

Village Manager Paul Boening provided background, scope, and progress of the Teardown Rebuild Review Committee to date. Trustee Fuda thanked the members of the Committee for the 5 productive meetings that were held. He added all meetings were open to the public, and staff took directive from the members of these meetings for an excellent policy statement.

**PUBLIC COMMENT:**

Kathy Rogers, 5059 N. Woodburn St.; Thanked the Board and staff for productive work during committee meetings. Ms. Rogers questioned how property owners are going to locate their Floor Area Ratio if this data is not going to be placed on the property card. Suggested staff could calculate square footage and lot size through the Village's website.

Kevin Whaley, 722 E. Lake View Ave.; Noted he had written 2 letters to the Board highlighting recommendations to request information for a rebuild. Suggested staff collects information for the subject property, including living area square footage, lot size not expressed in acres, FAR, year built, and adjacent addresses affected to be placed on the website for the public to review. Mr. Whaley also suggested changing the design area definition to read "The Design Area *should (in lieu of shall)* include a minimum of 8 homes".

John Powers, 4792 N. Cramer St.; Stated a house in the 4600 block of Cramer was rebuilt, with aluminum siding, and all other houses on the block are brick. Mr. Powers inquired if updated design guidelines would prohibit such variances.

Susie Van Cleave, 5353 N. Berkeley Blvd.; Noted she has attended ADHOC committee meetings in the past, and the guidelines aren't changing, they are just being clarified. Ms. Van Cleave stated Shorewood is a great comparison to Whitefish Bay however Shorewood doesn't have the economic influence like Whitefish Bay does. Added the ADHOC committee did not provide the tools the ARC had requested.

Dave Lucke, 5723 N. Shore Dr.; Stated there is a concern for the houses being torn down and rebuilt in regards to being legal non-conforming. The larger houses that are being built are too large for this community and affect the community as a whole as well as the neighbors of the subject property.

Doug Guinn, 820 E. Birch Ave.; Questioned whether the garage was included when determining FAR for a property. Mr. Guinn noted a house on his block has a 3 car garage, which isn't being included in the FAR. Stated more information should be provided in the notification letters to neighbors when a house is going to be torn down and rebuilt. Mr. Guinn stated there is a need for binding rules, not just guidelines to follow.

Terry Quantance, 725 E. Lake View Ave.; Thanked staff and the Board for their time and efforts into the recommendations presented today. Stated she saw a house within Whitefish Bay that just had a chimney standing, however, the house was not considered a teardown. Ms. Quantance suggested more defined guidelines.

Roy Wagner, former chairperson of ARC; Stated the recommendations provided by the ADHOC committee are decent; however, they still do not address the institutional problems of the sub divide within ARC. Mr. Wagner believes data points will cause a bigger criticism within ARC, only because they are not mandatory. Noted Village Trustees will have to answer to the public as to why the Village's character has changed over the years.

Ramin Eghbali, 1015 E. Colfax Pl.; Shared that his current house was a teardown/rebuild and that the process was very strenuous. Mr. Eghbali stated all rules and guidelines were followed, however, in his opinion he was being treated like a criminal. He mentioned the house he tore down was a disaster and needed to be removed. Stated his property taxes have tripled, and cannot understand how a defined set of rules cannot be followed.

Jenny Peltz, 4673 N. Lake Dr.; Questioned how many legal non-conforming homes currently exist within the Village.

Lauren Triebenbach, 6367 N. Lake Dr.; current chairperson of ARC; Stated the ADHOC recommendations are very helpful and the more information made available to the public, the better. Ms. Triebenbach noted that continued education to the ARC members will be beneficial.

Rick Quantance, 725 E. Lake View Ave.; Stated FAR makes a lot of sense in terms of consistency when it comes to teardowns/rebuilds. Thanked the ADHOC committee members for their hard work and support throughout the meetings. Mr. Quantance supports a garage being included in FAR.

Carolyn Maciver, 5834 N. Maitland Ct.; Is in support of providing ARC members the tools they need to make good, informed decisions. Noted the ADHOC recommendations are useful, however, staff owes it to ARC to make the decisions they need to, moving away from subjectivity and towards objectivity.

Tom Florsheim, 832 E. Birch Ave.; Stated the trees and other vegetation being taken down within the community needs to be considered when ARC makes their decisions. Mr. Florsheim added the decisions need to be more concrete.

After public comment, Trustee Serebin supports having the FAR included within the design area, and suggested staff asks the assessor to include lot sizes on property cards. Trustee Serebin also stated permits fees should be discussed in the future if an increase in staff time is a result of the ADHOC committee recommendations. Trustee Miller added that the design guidelines suggest that garages be built in the rear yard, whether this suggestion is respected may be a different issue. Trustee Davis added the ADHOC committee recommendations are a work in progress and the guidelines should be re-examined sporadically. Village President Julie Siegel thanked all staff and ADHOC committee members involved regarding this complex issue.

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to accept all the recommendations of the ADHOC/Teardown Committee, comprised of 7 separate motions, as amended.

1. Move to require educational sessions with the Village Attorney for new ARC and BOA members upon their initial appointment and that refresher educational sessions be conducted with ARC and BOA members every three years or on an as-needed basis. Effort shall be made to schedule such sessions at the conclusion of a regular ARC or BOA meeting.

2. Move to amend the ARC submittal deadline from 10 days prior to the meeting to 17 days prior to the meeting and to institute a written feedback submittal deadline of two business days prior to an ARC or BOA meeting for such comments to be included in the corresponding meeting packet.

3. Move to direct staff to require Floor Area Ratio data points be provided for the entire design area. Also, the existing and proposed square footage, existing and proposed Floor Area Ratio, lot dimensions, setbacks, and height be provided for the subject property.

4. Move to direct staff to include full plan sets for new homes and additions in the meeting packet and to post the full plan sets online and to also include copies of written feedback that is submitted by the deadline imposed in the second motion above.

5. Move to direct staff to provide the ARC project checklist for a project as part of ARC meeting minutes.

6. Move to amend the review process to require Village staff review of pergolas, arbors, garages and sheds as opposed to ARC.

7. Move to direct staff to prepare a Zoning Code Amendment to incorporate the revised Design Area definition, including changing the last sentence of paragraph one to read "The Design Area should include a minimum of 8 homes", as reviewed by ARC on 11/15/18.

**2. Discussion/action on appeal of ARC decision regarding the denial of a Certificate of Appropriateness for demolition of the house at 4640 N. Lake Dr.**

Village Attorney Chris Jaekels provided background of ownership and the request for demolition.

It was moved by Trustee Fuda, seconded by Trustee Miller, and unanimously carried by the Village Board to uphold ARC's decision from 11/15/18 that the applicant was no longer the owner and made no presentation as to his efforts to sell or save the structure as required by Ordinance.

**3. Discussion/action on 2019 Tree Pruning Contract.**

It was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to award the 2019 Tree Pruning project to the low bidder, First Choice Tree Care, Inc. with approximately 550 trees to prune within the 2019 designated area, under the budgeted amount of $44,000.

## VI. Adjourn

There being no further business, it was moved by Trustee Serebin, seconded by Trustee Davis, and unanimously carried by the Village Board to adjourn the meeting at 8:13pm.

Caren Brustmann
Deputy Clerk

| Check Date | Check | Vendor Name | Amount |
|---|---|---|---|
| Bank Cking ASSOCIATED | | | |
| 11/02/2018 | 53086 | ABT MAILCOM | 298.91 |
| 11/02/2018 | 53087 | AFLAC | 566.37 |
| 11/02/2018 | 53088 | ALSCO | 55.38 |
| 11/02/2018 | 53089 | AT&T | 144.18 |
| 11/02/2018 | 53090 | CARDMEMBER SERVICE | 2,317.89 |
| 11/02/2018 | 53091 | COMPASS MINERALS AMERICA INC | 24,793.87 |
| 11/02/2018 | 53092 | CONFLUENCE GRAPHICS | 39.00 |
| 11/02/2018 | 53093 | CORE & MAIN LP | 38.46 |
| 11/02/2018 | 53094 | CUSTOM GROWN GREENHOUSES | 1,765.00 |
| 11/02/2018 | 53095 | G&S LAWN & LANDSCAPE | 1,020.00 |
| 11/02/2018 | 53096 | HEAVY DUTY RADIATOR REPAIR, INC | 158.95 |
| 11/02/2018 | 53097 | HOME DEPOT CREDIT SERVICES | 438.33 |
| 11/02/2018 | 53098 | Jacobus | 704.66 |
| 11/02/2018 | 53099 | JEANMARIE S. HEYDEN | 1,127.10 |
| 11/02/2018 | 53100 | KRIETE TRUCK CENTER MILWAUKEE | 197.02 |
| 11/02/2018 | 53101 | LINCOLN CONTRACTORS SUPPLY | 57.54 |
| 11/02/2018 | 53102 | MILLER-BRADFORD & RISBERG, INC. | 3,022.40 |
| 11/02/2018 | 53103 | MSC INDUSTRIAL SUPPLY CO | 1,086.63 |
| 11/02/2018 | 53104 | MUSSON BROTHERS, INC | 36,916.59 |
| 11/02/2018 | 53105 | NORTH SHORE WATER COMMISSION | 32,664.88 |
| 11/02/2018 | 53106 | OTIS ELEVATOR COMPANY | 801.15 |
| 11/02/2018 | 53107 | PAUL LOCKWOOD | 130.00 |
| 11/02/2018 | 53108 | PETER BRONEK | 750.00 |
| 11/02/2018 | 53109 | REID LARSON HOLZWORTH | 136.60 |
| 11/02/2018 | 53110 | SHORELINE CONTRACTING SERVICES, INC | 25.00 |
| 11/02/2018 | 53111 | SNAP-ON TOOLS | 265.00 |
| 11/02/2018 | 53112 | SUPERFLEET MASTERCARD PROGRAM | 116.99 |
| 11/02/2018 | 53113 | U.S. HEALTHWORKS MEDICAL GROUP | 90.00 |
| 11/02/2018 | 53114 | VILLAGE ACE HARDWARE | 178.21 |
| 11/02/2018 | 53115 | VILLAGE OF SHOREWOOD | 86.52 |
| 11/02/2018 | 53116 | WEDIGE RADIATOR & AC, INC | 419.00 |
| 11/02/2018 | 53117 | WESTHOFEN WORKS, INC. | 1,239.50 |
| 11/09/2018 | 53121 | ALSCO | 238.70 |
| 11/09/2018 | 53122 | AMAZON CAPITAL SERVICES | 11.14 |
| 11/09/2018 | 53123 | BLACKSTONE PUBLISHING | 359.99 |
| 11/09/2018 | 53124 | BRAKE & EQUIPMENT CO. | 199.30 |
| 11/09/2018 | 53125 | BROOKS TRACTOR | 1,843.74 |
| 11/09/2018 | 53126 | CH COAKLEY | 2,325.25 |
| 11/09/2018 | 53127 | CORE & MAIN LP | 359.48 |
| 11/09/2018 | 53128 | DEPARTMENT OF JUSTICE | 750.00 |
| 11/09/2018 | 53129 | DIEDRICH ELECTRIC | 222.50 |
| 11/09/2018 | 53130 | DIGGERS HOTLINE INC. | 382.40 |
| 11/09/2018 | 53131 | DILLETT MECHANICAL SERVICE | 3,201.25 |
| 11/09/2018 | 53132 | GALE/CENGAGE LEARNING | 26.99 |
| 11/09/2018 | 53133 | GARDENER IN THE CITY | 316.40 |
| 11/09/2018 | 53134 | GIBB BUILDING MAINTENANCE | 2,000.00 |
| 11/09/2018 | 53135 | GORDON FLESCH COMPANY INC. | 249.81 |
| 11/09/2018 | 53136 | GRAY'S INC | 3,452.00 |
| 11/09/2018 | 53137 | JING ZHAO | 30.00 |
| 11/09/2018 | 53138 | JOHN EDLEBECK | 162.41 |
| 11/09/2018 | 53139 | JOURNAL SENTINEL | 394.87 |
| 11/09/2018 | 53140 | LAFORCE | 56.80 |
| 11/09/2018 | 53141 | LANGE ENTERPRISES, INC. | 627.35 |
| 11/09/2018 | 53142 | MIDWEST PLUMBING LLC | 400.00 |
| 11/09/2018 | 53143 | MILWAUKEE COUNTY FED. LIBRARY SYST. | 957.64 |
| 11/09/2018 | 53144 | MILWAUKEE DOOR SALES & SERVICE, LLC | 1,652.50 |
| 11/09/2018 | 53145 | MINNESOTA LIFE INSURANCE CO. | 1,673.68 |
| 11/09/2018 | 53146 | NEHER ELECTRIC SUPPLY, INC. | 179.70 |
| 11/09/2018 | 53147 | OFFICE COPYING EQUIPMENT | 152.89 |
| 11/09/2018 | 53148 | OFFICE TECHNOLOGY GROUP | 126.08 |
| 11/09/2018 | 53149 | PATRICK WHITAKER | 40.72 |
| 11/09/2018 | 53150 | PIEPER ELECTRIC, INC. | 155.25 |
| 11/09/2018 | 53151 | QUILL CORPORATION | 217.09 |
| 11/09/2018 | 53152 | RECORDED BOOKS, LLC | 71.99 |
| 11/09/2018 | 53153 | RLP DIVERSIFIED INC | 2,000.00 |
| 11/09/2018 | 53154 | ROBB GREGG | 750.00 |
| 11/09/2018 | 53155 | SCHOOL DISTRICT OF WFB | 140.52 |
| 11/09/2018 | 53156 | SUPERFLEET MASTERCARD PROGRAM | 98.03 |
| 11/09/2018 | 53157 | TASC | 172.80 |
| 11/09/2018 | 53158 | THE GREEN TEAM OF WISCONSIN | 2,245.00 |
| 11/09/2018 | 53159 | THERESA HOGE | 55.93 |
| 11/09/2018 | 53160 | THOMAS VAUGHT III | 7,965.51 |
| 11/09/2018 | 53161 | U.S. CELLULAR | 288.68 |
| 11/09/2018 | 53162 | USA FIRE PROTECTION, INC | 285.00 |
| 11/09/2018 | 53163 | VERIZON WIRELESS | 806.23 |
| 11/09/2018 | 53164 | VILLAGE ACE HARDWARE | 85.97 |
| 11/09/2018 | 53165 | WACHTEL TREE SCIENCE | 390.00 |
| 11/09/2018 | 53166 | WELLS FARGO | 139.44 |

| Check Date | Check | Vendor Name | Amount |
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| 11/09/2018 | 53167 | WESTHOFEN WORKS, INC. | 1,291.75 |
| 11/09/2018 | 53168 | WEX BANK | 3,800.05 |
| 11/09/2018 | 53169 | WFA, LLC | 3,731.67 |
| 11/09/2018 | 53170 | WHITEFISH BAY BID | 28,500.00 |
| 11/16/2018 | 53171 | ABC SEWER | 105.00 |
| 11/16/2018 | 53172 | ABT MAILCOM | 110.76 |
| 11/16/2018 | 53173 | ADVANCED DISPOSAL SERVICES | 4,917.90 |
| 11/16/2018 | 53174 | ALSCO | 366.28 |
| 11/16/2018 | 53175 | BATTERIES PLUS BULBS | 169.90 |
| 11/16/2018 | 53176 | BRAKE & EQUIPMENT CO. | 345.00 |
| 11/16/2018 | 53177 | CABLE COM | 936.87 |
| 11/16/2018 | 53178 | CARDMEMBER SERVICE | 2,427.23 |
| 11/16/2018 | 53179 | CARQUEST AUTO PARTS | 732.44 |
| 11/16/2018 | 53180 | CITY OF MILWAUKEE | 784.40 |
| 11/16/2018 | 53181 | CLARK DIETZ, INC | 1,980.00 |
| 11/16/2018 | 53182 | CONFLUENCE GRAPHICS | 158.00 |
| 11/16/2018 | 53183 | CORE & MAIN LP | 2,790.60 |
| 11/16/2018 | 53184 | CROWLEY CONSTRUCTION CORP. | 16,432.01 |
| 11/16/2018 | 53185 | DAVIS & KUELTHAU, S.C. | 8,621.77 |
| 11/16/2018 | 53186 | L-R METER TESTING | 406.00 |
| 11/16/2018 | 53187 | LAFORCE | 1,022.49 |
| 11/16/2018 | 53188 | MADACC | 5.45 |
| 11/16/2018 | 53189 | MILWAUKEE COUNTY TREASURER | 1,062.80 |
| 11/16/2018 | 53190 | MILWAUKEE LAWN SPRINKLER CORP | 125.00 |
| 11/16/2018 | 53191 | NAPA | 137.94 |
| 11/16/2018 | 53192 | NORTH SHORE WATER COMMISSION | 1,991.18 |
| 11/16/2018 | 53193 | QUICK FUEL | 1,595.69 |
| 11/16/2018 | 53194 | QUILL CORPORATION | 337.97 |
| 11/16/2018 | 53195 | STATE OF WI-COURT FINES/SURCHARGES | 2,878.50 |
| 11/16/2018 | 53196 | TAPCO | 1,353.60 |
| 11/16/2018 | 53197 | TRI STAR LANDSCAPING & SNOW SERVICE | 410.00 |
| 11/16/2018 | 53198 | VILLAGE OF SHOREWOOD | 14,220.24 |
| 11/16/2018 | 53199 | WE ENERGIES | 13,579.24 |
| 11/16/2018 | 53200 | WEA INSURANCE TRUST | 89,996.76 |
| 11/16/2018 | 53201 | WESTHOFEN WORKS, INC. | 1,130.75 |
| 11/16/2018 | 53202 | WEX BANK | 8,203.61 |
| 11/16/2018 | 53203 | WFA, LLC | 1,294.38 |
| 11/16/2018 | 53204 | WIL-KIL PEST CONTROL | 55.25 |
| 11/21/2018 | 53210 | ACCURATE RECHARGE | 159.09 |
| 11/21/2018 | 53211 | AFLAC | 566.37 |
| 11/21/2018 | 53212 | AMAZON CAPITAL SERVICES | 372.93 |
| 11/21/2018 | 53213 | ARMSTRONG CONSULTING GROUP INC | 675.00 |
| 11/21/2018 | 53214 | ASCENSION MEDICAL GROUP | 171.00 |
| 11/21/2018 | 53215 | AT&T | 104.26 |
| 11/21/2018 | 53216 | CARDMEMBER SERVICE | 2,826.48 |
| 11/21/2018 | 53217 | DELTA DENTAL OF WISCONSIN | 5,498.64 |
| 11/21/2018 | 53218 | ENGINEERED SECURITY | 21,023.00 |
| 11/21/2018 | 53219 | GALE/CENGAGE LEARNING | 74.22 |
| 11/21/2018 | 53220 | GEOFF EBNER | 1,000.00 |
| 11/21/2018 | 53221 | GRAEF | 3,253.50 |
| 11/21/2018 | 53222 | GREATAMERICA FINANCIAL SVCS | 93.00 |
| 11/21/2018 | 53223 | INTERSTATE BILLING SERVICE, INC | 197.02 V |
| 11/21/2018 | 53224 | LEXISNEXIS RISK SOLUTIONS | 50.00 |
| 11/21/2018 | 53225 | NYAMA REED | 1,531.76 |
| 11/21/2018 | 53226 | OKLAHOMA CORRECTIONAL INDUSTRIES | 400.00 |
| 11/21/2018 | 53227 | QUILL CORPORATION | 237.50 |
| 11/21/2018 | 53228 | R.A. SMITH NATIONAL | 227.50 |
| 11/21/2018 | 53229 | RECORDED BOOKS, LLC | 40.49 |
| 11/21/2018 | 53230 | SIGN SYNERGY | 2,378.34 |
| 11/21/2018 | 53231 | SMART INTERACTIVE MEDIA, LLC | 250.00 |
| 11/21/2018 | 53232 | SNAP-ON TOOLS | 653.24 |
| 11/21/2018 | 53233 | STAPLES ADVANTAGE | 237.15 |
| 11/21/2018 | 53234 | TIME WARNER CABLE | 168.29 |
| 11/21/2018 | 53235 | VILLAGE ACE HARDWARE | 9.19 |
| 11/21/2018 | 53236 | WCMA | 50.00 |
| 11/30/2018 | 53237 | ACCURATE RECHARGE | 659.64 |
| 11/30/2018 | 53238 | AMAZON CAPITAL SERVICES | 218.93 |
| 11/30/2018 | 53239 | AMERICAN LEAK DETECTION | 395.00 |
| 11/30/2018 | 53240 | ARMSTRONG CONSULTING GROUP INC | 475.00 |
| 11/30/2018 | 53241 | ASSOCIATED TRUST COMPANY | 950.00 |
| 11/30/2018 | 53242 | BEAR GRAPHICS | 322.79 |
| 11/30/2018 | 53243 | BROOKS TRACTOR | 629.68 |
| 11/30/2018 | 53244 | CARLIN SALES CORPORATION | 303.40 |
| 11/30/2018 | 53245 | CASCADE ENGINEERING | 260,572.28 |
| 11/30/2018 | 53246 | CHRIS JENSON | 25.00 |
| 11/30/2018 | 53247 | CHRIS PAAPE | 75.00 |
| 11/30/2018 | 53248 | CLIFF BERGIN AND ASSOCIATES | 30.00 |
| 11/30/2018 | 53249 | CONFLUENCE GRAPHICS | 121.11 |
| 11/30/2018 | 53250 | DANIEL COURTIER | 75.00 |
| 11/30/2018 | 53251 | DIEDRICH ELECTRIC | 1,120.00 |
| 11/30/2018 | 53252 | DILLETT MECHANICAL SERVICE | 778.39 |

| Check Date | Check | Vendor Name | Amount |
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| 11/30/2018 | 53253 | DON NARDI | 75.00 |
| 11/30/2018 | 53254 | EDDIE GAMEZ | 350.00 |
| 11/30/2018 | 53255 | FIRE DETECTION GROUP | 330.00 |
| 11/30/2018 | 53256 | FREE STYLE GRAPHICS | 375.00 |
| 11/30/2018 | 53257 | GOODYEAR TIRE & RUBBER CO | 50.02 |
| 11/30/2018 | 53258 | GORDON FLESCH COMPANY INC. | 698.87 |
| 11/30/2018 | 53259 | GRAY'S INC | 1,508.00 |
| 11/30/2018 | 53260 | HEAVY DUTY RADIATOR REPAIR, INC | 98.95 |
| 11/30/2018 | 53261 | HEISER AUTOMOTIVE GROUP | 157.11 |
| 11/30/2018 | 53262 | J. MILLER ELECTRIC | 1,098.59 |
| 11/30/2018 | 53263 | JAMES TURK | 75.00 |
| 11/30/2018 | 53264 | JESSE BARKOW | 50.00 |
| 11/30/2018 | 53265 | JOEL OESTREICH | 25.00 |
| 11/30/2018 | 53266 | JOHN EDLEBECK | 50.00 |
| 11/30/2018 | 53267 | JOHNSON'S NURSERY, INC. | 1,420.49 |
| 11/30/2018 | 53268 | JOSEPH ROLLINGER | 50.00 |
| 11/30/2018 | 53269 | L&K SPECIALTIES, INC | 2,805.63 |
| 11/30/2018 | 53270 | LAFORCE | 274.53 |
| 11/30/2018 | 53271 | LAKESIDE INTERNATIONAL TRUCK | 930.99 |
| 11/30/2018 | 53272 | LINDA SMALL | 50.00 |
| 11/30/2018 | 53273 | M&M TREE SERVICE | 33,084.00 |
| 11/30/2018 | 53274 | MICHAEL BELSHA JR | 725.00 |
| 11/30/2018 | 53275 | MICHAEL BOHN | 25.00 |
| 11/30/2018 | 53276 | MICHAEL BOIVIN | 25.00 |
| 11/30/2018 | 53277 | MICHAEL KOWALSKI | 150.00 |
| 11/30/2018 | 53278 | MOLLY MCFARLIN | 75.32 |
| 11/30/2018 | 53279 | NEHER ELECTRIC SUPPLY, INC. | 1,045.50 |
| 11/30/2018 | 53280 | NORTH SHORE WATER COMMISSION | 32,664.88 |
| 11/30/2018 | 53281 | OTIS ELEVATOR COMPANY | 722.00 |
| 11/30/2018 | 53282 | PAUL GORECKI | 100.00 |
| 11/30/2018 | 53283 | PAUL STROM | 75.00 |
| 11/30/2018 | 53284 | PERKINS OIL | 2,369.26 |
| 11/30/2018 | 53285 | PURCHASE POWER | 802.99 |
| 11/30/2018 | 53286 | QUICK FUEL | 1,641.69 |
| 11/30/2018 | 53287 | QUILL CORPORATION | 77.01 |
| 11/30/2018 | 53288 | RYAN BUSH | 75.00 |
| 11/30/2018 | 53289 | SARA SOLBERG | 100.00 |
| 11/30/2018 | 53290 | SHRED-IT USA | 74.90 |
| 11/30/2018 | 53291 | SNAP-ON TOOLS | 474.99 |
| 11/30/2018 | 53292 | STEVE KLEIST | 1,000.00 |
| 11/30/2018 | 53293 | THE SIGMA GROUP, INC | 412.50 |
| 11/30/2018 | 53294 | TIM BLAKESLEE | 100.00 |
| 11/30/2018 | 53295 | TIME WARNER CABLE | 2,888.98 |
| 11/30/2018 | 53296 | TYLER TECHNOLOGIES, INC. | 3,610.00 |
| 11/30/2018 | 53297 | UPS | 6.11 |
| 11/30/2018 | 53298 | VILLAGE ACE HARDWARE | 145.05 |
| 11/30/2018 | 53299 | VILLAGE OF SHOREWOOD | 101.32 |
| 11/30/2018 | 53300 | WESTHOFEN WORKS, INC. | 2,433.92 |
| 11/30/2018 | 53301 | WFA, LLC | 2,611.71 |
| 11/30/2018 | 53302 | WIL-KIL PEST CONTROL | 246.25 |
| 11/30/2018 | 53303 | WM. A. ZACHOW AND SONS, INC | 1,057.70 |

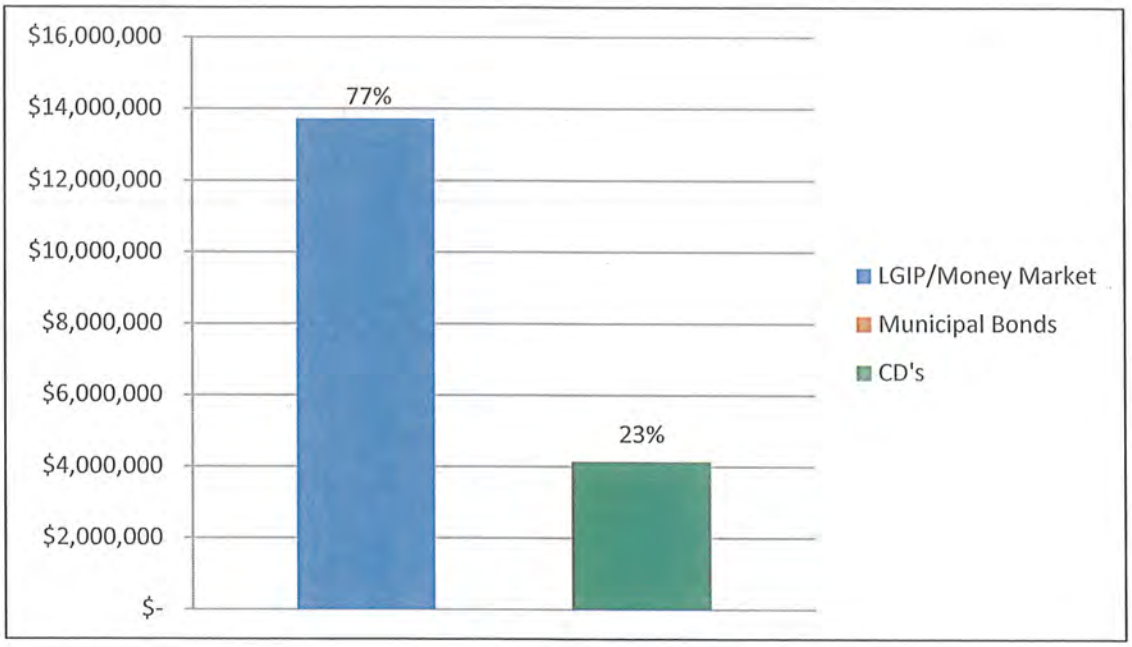
CKING TOTALS:

| | |
|---|---|
| Total of 210 Checks: | 776,314.09 |
| Less 1 Void Checks: | 197.02 |
| Total of 209 Disbursements: | 776,117.07 |

# Monthly Investment Summary

November 2018

| | General Investments | Post Retirement Investments | Total |
|---|---|---|---|
| LGIP/Money Market | $ 13,714,415 | $ - | $ 13,714,415 |
| Muncipal Bonds | - | - | - |
| CD's: | | | |
| Less than 1 Year | 1,011,052 | 336,560 | 1,347,612 |
| 1 to 3 Years | 1,560,221 | 672,365 | 2,232,586 |
| 3 to 5 Years | 552,951 | - | 552,951 |
| Total CD's | 3,124,224 | 1,008,925 | 4,133,149 |
| Total Investments | $ 16,838,639 | $ 1,008,925 | $ 17,847,564 |
| | | | |
| Accrued Interest | $ 48,689 | $ 17,134 | $ 65,823 |



# VILLAGE BOARD MEETING STAFF REPORT

**REPORT TO:** President Julie Siegel & Village Board of Trustees

**REPORT FROM:** Paul Boening – Village Manager

**DATE:** 12/13/18

**AGENDA ITEM:** Referral of Ordinance to Plan Commission (Ord. No. 1845 pertaining to ARC submittal deadline and definition of "Design Area")

**ACTION REQUESTED:** __Ordinance ___Resolution _√_Motion (Consent Agenda)

## BACKGROUND

At its meeting on December 3rd, the Village Board took action on a number of recommendations from the Ad Hoc Teardown/Rebuild Review Committee. Two of the recommendations involve modifying portions of the Zoning Code to change the ARC submittal deadline and to redefine "Design Area."

If adopted, the attached Ordinance would amend the Zoning Code in accordance with the Committee recommendations that were subsequently approved by the Village Board.

Plan Commission review is required prior to Village Board action on Zoning Code amendments.

## RECOMMENDED ACTION BY VILLAGE BOARD

Approval of Consent Agenda, which includes referral of Ordinance No. 1845 to the Plan Commission for review and recommendation.

The Ordinance will be brought back for final Village Board discussion and action after review by the Plan Commission.

Please let me know if you would like any additional information prior to the meeting.

C: Department Heads
Attorney Jaekels

**STATE OF WISCONSIN MILWAUKEE COUNTY VILLAGE OF WHITEFISH BAY**

**ORDINANCE NO: 1845**

**An Ordinance to Amend Chapter 16 of the Municipal Code With Regard to ARC Submittal Deadline and Definition of "Design Area"**

---

The Village Board of the Village of Whitefish Bay, Milwaukee County, Wisconsin does ordain as follows:

Section One: Section 16.21(4)(a) of the Municipal Code is hereby amended to read as follows: The filing deadline for a complete timely building permit application to be placed on the agenda of an ARC meeting shall be seventeen (17) calendar days preceding the regularly scheduled ARC meeting.

Section Two: The definition of "Design Area" listed in Section 16.31 of the Municipal Code is hereby amended to read as follows:

Design Area. The Design Area of a property shall be as outlined in 1 -3 below, and/or subject to such refinements as might be made by the Building Inspector to deal with unique circumstances such as curved streets, cul de sacs, subdivision or zoning district boundaries, and the like. All homes in the Design Area must be homes located within the Village boundaries. The Design Area should include a minimum of 8 homes.

1. For parcels abutting Lake Michigan the design area shall consists of 6 residential parcels on both sides of the subject parcel. Homes only abutting Lake Michigan shall be considered in the Design Area.

2. For interior lots the Design Area shall consist of all abutting residential parcels and all interior residential parcels on both sides of the street within the block of the subject parcel. In no case should residential parcels abutting Lake Michigan be considered in the Design Area.

3. For corner lots the Design Area shall consist of all abutting residential parcels, all corner residential parcels within 300 feet of the subject parcel, and any residential parcel located directly across the street. In no case should residential parcels abutting Lake Michigan be considered in the Design Area.

Section Three: All ordinances or parts of ordinances conflicting with the provisions of this Ordinance are hereby and to such extent repealed.

Section Four: This ordinance shall take effect and be in force from and after its passage and posting.

PASSED AND ADOPTED by the Village Board of Trustees of the Village of Whitefish Bay this _____ day of _____.

VILLAGE OF WHITEFISH BAY

_____

Julie Siegel, Village President

_____

Jennifer Amerell, Village Clerk

December 12, 2018

Memo to: President Siegel and Members of the Whitefish Bay Village Board

From: John Edlebeck, P.E., Director of Public Works

**Re: Review and Possible Recommendation**
**2nd Revision to the State/ Municipal Agreement (SMA)**
**DOT Lake Drive HSIP Safety Improvement Project**

As the design process proceeds on this project, Public Works staff has asked for additional safety improvements to be considered as part of the scope of the project. Improvements such as flashing beacon pedestrian crossing systems on all Lake Drive crossings, guard rail replacement, sidewalk handicap ramp upgrades, signage and medium replacements were a few of those items.

The DOT has agreed to include these safety improvements into the scope of the project as the design is now proceeding. The DOT have been successful in approving additional HSIP grant monies to fund their 90% cost share of this additional work. Attached is a proposed amended #2 to the SMA that shows the total project increase, the new 90% federal/state cost share and our new 10% local Village cost share.

| | Total Project | Federal/State 90% | Local 10% |
|---|---|---|---|
| Approved Original SMA | $1,251,129 | $1,126,016 | $125,113 |
| Approved 1st Revision | $1,498,753 | $1,347,978 | $150,775 |
| Proposed 2nd Revision | $1,979,543 | $1,780,689 | $198,854 |

This local share will be requested by the Public Works Department as expenditure in the Village 2020 Budget.

The Public Works Committee at their December 4, 2018 meeting voted to recommend to the Village Board the proposed 2nd revision to the State/ Municipal Agreement (SMA) for the DOT Lake Drive HSIP Safety Improvement Project.

**Village Public Works Department staff requests the Village Board approve the proposed 2nd revision to the State/ Municipal Agreement (SMA) for the DOT Lake Drive HSIP Safety Improvement Project so that the DOT design team so can proceed with the project design.**

| | | |
|---|---|---|
| | ***2nd REVISION*** **STATE/MUNICIPAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT** *This agreement supersedes the agreement signed by the Municipality on January 17, 2017 & May 25, 2018 and signed by DOT on January 25, 2017 & June 11 2018.* | Revised Date: November 13, 2018<br>Date: December 6, 2016, March 12, 2018<br>I.D.: 2225-14-00/70<br>Road Name: STH 32<br>Limits: Various locations along STH 32<br>County: Milwaukee<br>Roadway Length: 3.0 Miles |

The signatory village of Whitefish Bay, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

**Existing Facility - Describe and give reason for request**: Improvements to STH 32 are needed to address identified pedestrian and bicycle safety issues.

**Proposed Improvement - Nature of work**: See attached summary of crash history and proposed improvements at end of this document as well as a list of locations.

**Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality**: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan).

TABLE 1: SUMMARY OF COSTS

| Phase | | Total Est. Cost | Federal/State Funds | % | Municipal Funds | % |
|---|---|---|---|---|---|---|
| Preliminary Engineering: Plan Development | 1 | $ 272,910 | $ 245,619 | 90% | $ 27,291 | 10% |
| Real Estate Acquisition: Acquisition | 1 | $ - | $ - | 90% | $ - | 10% |
| Construction: Roadway | 1 | $ 1,705,633 | $ 1,535,070 | 90% | $ 170,563 | 10% |
| Non-participating | 1 | $ 1,000 | $ - | 0% | $ 1,000 | 100% |
| **Total Cost Distribution** | | **$ 1,979,543** | **$ 1,780,689** | | **$ 198,854** | |

1 Federal funding maximum of $245,619 for Design, and $1,535,070 for Construction Costs in excess of this amount shall be the responsibility of the Municipality.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

| Signed for and in behalf of the **Village of Whitefish Bay** (please sign in blue ink) | | |
|---|---|---|
| Name | Title | Date |
| Signed for and in behalf of the State (please sign in blue ink) | | |
| Name | Title **SE Region Planning Chief** | Date |

**TERMS AND CONDITIONS:**

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.

2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table that show Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality. The costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted. The Municipality will be responsible for actual costs incurred.

3. Funding of each project Phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or State transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:

   (a) Design engineering and state review services.

   (b) Real Estate necessitated for the improvement.

   (c) Compensable utility adjustment and railroad force work necessitated for the project.

   (d) The grading, base, pavement, curb and gutter and bridge costs to State standards, excluding the cost of parking areas.

   (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.

   (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking and testing of sanitary sewer and water main.

   (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.

   (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.

   (i) Replacement of existing driveways, in kind, necessitated by the project.

   (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

4. Work necessary to complete the improvement to be financed entirely by the Municipality or other Utility or Facility Owner includes the following items:

(a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

(b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.

(c) Roadway and Bridge width in excess of standards.

(d) Construction inspection, staking and material testing and acceptance for construction of sanitary sewer and water main.

(e) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.

(f) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.

(g) Conditioning, if required and maintenance of detour routes.

(h) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.

5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs.

6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.

7. The work will be administered by the State and may include items not eligible for Federal/State participation.

8. The Municipality shall at its own cost and expense:

(a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.

(b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities funded by community sensitive solutions.

(c) Maintain and accept responsibility for the energy, operation, maintenance, repair and replacement of the lighting system.

(d) Prohibit angle parking.

(e) Regulate parking along the highway. The municipality will file a parking declaration with the state.

(f) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.

(g) Provide complete plans, specifications and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions or claims resulting from the sanitary sewer and water system construction.

(h) Maintain all community sensitive solutions and/or enhancement funded items.

(i) Coordinate with the state on changes to highway access within the project limits.

(j) Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.

9. Basis for local participation as specified in Surface Transportation Program—(H.S.I.P.) Safety regulations: Participation is based on actual costs incurred, all costs listed in Table1: Summary of Costs are approximate costs unless otherwise noted.

   (a) Funding for preliminary engineering: Design is funded with 90% Federal funding up to a maximum of $245,619 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.

   (b) Funding for construction: Construction is funded with 90% Federal funding up to a maximum of $1,535,070 when the Municipality agrees to provide the remaining 10% and any funds in excess of the federal funding maximum.

   (c) Funding for Non-Participating work: Non-participating work is funded with 100% Municipality funding.

Location list.

#1 Curve of Lake Dr. & N. Shore to Glen Ave
#2 Curve of Lake Dr.& Sylvan to 200' SE of Cumberland
#3 Curve of Lake Dr. & & 500' N of Fairmount to N of Oakland
#4 Intersection of Lake Dr. & Belle Ave
#5 Intersection of Lake Dr. & Day Ave
#6 Intersection of Lake & Lexington
#7 Intersection of Lake & Oakland

December 12, 2018

Memo to: President Siegel and Members of the Whitefish Bay Village Board

From: John Edlebeck, P.E., Director of Public Works

**Re: Letter of Support**
**Wisconsin Electric Power Company (WEPCO)**
**Solar Now Pilot Tariff and Dedicated Renewable Energy Resource Pilot Tariff**
**Public Service Commission (PSC) Docket # 6630-TE-102**

The Public Works Department staff recently became aware of a proposed WEPCO pilot solar panel installation program called ***Solar Now*** available to municipalities through village resident Lane Kistler. Village staff has previously worked with Mr. Kistler earlier in 2018 submitting a PSC Energy Innovation Grant application to install solar panels on the rooftop of the Whitefish Bay Public Works Facility. This grant award however was unsuccessful.

The proposed Solar Now Pilot Program that is currently being reviewed for approval by the PSC would allow municipalities to work with WEPCO to sign leases to rent out their rooftops for WEPCO solar panel installations. WEPCO is interested in these solar panel installations to avoid existing power plant expansions as well as to reduce their carbon output to meet reduction goals. All design, construction installation and operational costs of the solar panel installations would be borne by WEPCO. In return WEPCO would sign a long term lease with the Village for the use of our facility rooftop. This lease arrangement in concept would be similar to the existing cell phone antenna leases on our water tower. A preliminary analysis by WEPCO of our Public Works Facility rooftop site identified a possible $10,000 / month lease arrangement that would be payable to the Village for up to 30 years.

WEPCO submitted the Solar Now Pilot Tariff and Dedicated Renewable Energy Resource Pilot Tariff to the PSC in October, 2018 with an expected decision by the PSC sometime in later winter or early spring, 2019.

I believe it would be in the Village's best interest to submit a letter of support for these WEPCO pilot programs with the PSC at this time. This would not commit the Village to any legal arrangements however it may assist WEPCO with the successful PSC approval of this program and it also identifies to WEPCO our interest in considering a project here in the Village.

Village Public Works Department staff requests the **Village Board approve sending a letter of support to the Public Service Commission for the proposed Wisconsin Electric Power Company Solar Now Pilot Tariff and Dedicated Renewable Energy Resource Pilot Tariff.**

[CUSTOMER LETTERHEAD]

xxxxxxxxxx, 2018

~ Draft ~

Ms. Steffany Powell Coker
Secretary to the Commission
Public Service Commission of Wisconsin
P. O. Box 7854
Madison, WI 53707-7854

Re: Application of Wisconsin Electric Power Company, as an Electric Public Utility, for Approval to Implement a Solar Now Pilot Tariff and a Dedicated Renewable Energy Resource Pilot Tariff – Docket No. 6630-TE-102

Dear Ms. Powell Coker:

In a letter dated October 12, 2018, Wisconsin Electric Power Company, doing business as We Energies, formally requested the Public Service Commission of Wisconsin grant approval to implement two pilot programs allowing the utility to partner with its customers to develop renewable energy in the state of Wisconsin.

Renewable energy partnership programs, like those proposed by We Energies in this docket, should be encouraged. We are writing to communicate our support for We Energies' request and to respectfully urge the Commission's prompt approval of We Energies' proposed pilots.

*(Customer may want to add specifics as to why their organization supports the Company's proposals and how it benefits the customer/state of WI)*

If we can provide further information or answer any questions, please do not hesitate to contact . . . . . .

Thank you for your consideration.

Sincerely,

Name
Title

December 12, 2018

Memo to: President Siegel and members of the Whitefish Bay Village Board

From: John Edlebeck, P.E., Village of Whitefish Bay Director of Public Works JE

Re: **STH 32 - Lake Drive Pavement Condition and Improvement Options**

STH 32-Lake Drive (approximately 3.0 miles long) through the corporate limits of the Village of Whitefish Bay is classified as both a Principal Arterial (south of Silver Spring Drive) and Minor Arterial (north). It is also a DOT State Connecting Highway. This classification provides minimal annual funding to the Village to provide routine maintenance such as crack filling, pothole patching, striping, snow removal and street sweeping, and allows the Village to manage right-of-way access. By being designated a state connecting highway, major roadway improvement projects on STH 32-Lake Drive would require a joint agreement between the DOT and the Village with an associated project cost sharing based on numerous factors, including parking lane usage.

The current pavement condition includes very severe deterioration along the curb line, overall extensive pavement deterioration, pavement bumps, poor drainage in areas and numerous longitudinal and transverse cracking. Pavement pothole patching work is required to be completed by Public Works Department staff year round on Lake Drive. Along the curb line the Village for many years has performed pavement patching that has had limited success, causing that asphalt material to come back up and wash away. Presently there are large long pavement potholes along the curb line that are 2-4 inches deep, creating a substantial hazard.

I have identified 2 different pavement improvement options as described below:

**OPTION #1**

- Continue to perform manual pothole patching providing limited pavement improvement
- Grind and resurface a 3-5 foot wide section of asphalt pavement along both curb lines for most of the 3.0 mile long roadway section in 2019-2020
- Bump grind transverse pavement bumps along the entire length of Lake Drive in 2019-2020
- Provide pavement resurfacing in 2019 at the Henry Clay / Lake Drive curves and Silver Spring / Lake Drive curve in preparation of the Lake Drive DOT HSIP Safety Project in 2020.
- Do not perform any travel lane pavement surface paving until the DOT proceeds with a 3R Resurfacing Project that we have an approved DOT joint funding agreement on with an anticipated construction date of **2025 or later**. We have not been able to get a confirmation or commitment from the DOT as to the year we could expect this project to proceed.

**OPTION #2**

1. Grind and resurface the entire pavement width with Village only funds in 2019-2020, similar to the recent work performed in the Village of Shorewood on Lake Drive.

There are several elements of this issue that are in play at this time.

1. DOT Highway Safety Improvement Project (HSIP) grant
   STH 32 – Lake Dr Safety Improvements
   The Village applied for and was successful in being awarded a $1,200,000 Highway Safety Improvement Project (HSIP) 90% federal-state/10% locally funded grant from the DOT. This project includes pavement, signage, pavement marking and crosswalk improvements along STH 32- Lake Drive at several spot locations. We have committed to mill and overlay the Henry Clay and Silver Spring pavement curves in 2019-2020 in preparation of that project. The DOT will include the mill and overlay of the Fairmount curve pavement as part of the HSIP project.

2. Interstate 43 Pavement Widening Project (north of Silver Spring Drive)
   While this project is currently on hold, it can be anticipated that sometime in the future this project will be reactivated. To provide for traffic rerouting during that construction period, the Village could expect STH 32 – Lake Drive to be used as a marked state highway detour route. We may be able to negotiate traffic signal improvements by the DOT at the Lake / Marlborough / Silver Spring intersection prior to their use of Lake Drive to accommodate the additional detour traffic.

**SUMMARY - RECOMMENDATION**

I have summarized above 2 possible scenarios or options regarding needed Lake Drive pavement rehabilitation. There could also be iterations of these two options that could be created as well, especially regarding timing and project scope. Note that these 2 options provide different levels of response to the pavement rehabilitation needs of Lake Drive. I would strongly encourage the Public Works Committee to review these options to decide if they want to pursue Option #2 at this time.

The Public Works Committee at its December 4, 2018 meeting voted to recommend to the Village Board to proceed with Lake Drive Pavement Improvement Option #2 (local pavement resurfacing in 2019-2020 with Village funds for an estimated amount of $1,025,000 funded out of the annual roadway rehabilitation project funds ) as outlined above in this memo dated December 12, 2018.

The Public Works staff recommends to the Village Board to **proceed with Lake Drive Pavement Improvement Option #2 (local pavement resurfacing in 2019-2020 with Village funds for an estimated amount of $1,025,000 funded out of the annual roadway rehabilitation project funds ) as outlined above in this memo dated December 12, 2018.**

**Village of Whitefish Bay, Wisconsin**
**Lake Drive (3.0 mile length)**
**Pavement Rehabilitation Options**
**November 14, 2018**

## A. DESCRIPTION

***Option #1***

a. Mill/Overlay pavement at Henry Clay and Silver Spring curves and miscellaneous crosswalks in 2019 in preparation for 2020 HSIP Project
   a. 0.22 miles = $100,000
b. DOT mill / overlay pavement at Fairmount curve in 2020 as a part of 2020 HSIP Project
   a. 0.13 miles = $0
c. Mill/Overlay 3-5 foot wide pavement section near gutter in 2019-2020
   a. 4.0 miles = $200,000
d. Bump grind pavement 2019-2020
   a. 2.65 miles = $50,000
e. DOT 3R Lake Drive major pavement rehabilitation project in 2025 or +?
   3.0 mile = $750,000 (Village share)

***Option #2***

a. Mill /Overlay pavement full width and length in 2019-2020
   a. 3.0 miles = $1,025,000
b. DOT 3R Lake Drive major pavement rehabilitation project delayed until needed
   a. 3.0 miles = $0

## B. ESTIMATED COST AND SCHEDULE

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|---|
| A.a. | $100,000 | | | | | | |
| A.b. | | | | | | | |
| A.c. | | $200,000 | | | | | |
| A.d. | | $ 50,000 | | | | | |
| A.e. | | | | | | | $750,000 |
| | $100,000 | $250,000 | | | | | $750,000 |

***Option # estimated total = $1,100,000***

| | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 |
|---|---|---|---|---|---|---|---|
| B.a. | | $1,025,000 | | | | | |
| B.b. | | | | | | | $0 |
| | | $1,025,000 | | | | | |

***Option #2 estimated total = $1,025,000***

C. **PROS AND CONS**

**Option #1**

**PROS**

- Minimizes cost incurred over the next several years while providing gutter pavement repairs, bump grinding and curve improvements in 2019 or 2020.
- DOT 3R Project will provide traffic signal replacement in **2025 or later** at no cost to the Village
- DOT 3R Project will provide a 6-8" pavement thickness replacement compared to Option #2 thickness of 2.5-3" mill and overlay

**CONS**

- Does not include traveled lane pavement work outside of the roadway curves until **2025 or later**
- Will require ongoing travel lane pavement maintenance outside of curves until DOT 3R Project is completed in **2025+**
- There is no guaranteed or programmed date that the DOT 3R Project will proceed in **2025**
- There is no guarantee that the actual funds expected by the Village as a part of the 3R Project will not exceed $750,000

**Option #2**

**PROS**

- Provides a timely pavement mill /overlay over the entire length of Lake Drive improving vehicle and cyclist ride quality. This level of pavement maintenance matches the pavement needs at this time.
- Eliminates any needed pavement maintenance over the entire width and length of Lake Drive for the near future
- Future traffic signal replacement work at Silver Spring / Lake as needed could be funded from the TID Account
- DOT grant monies could be applied for the Silver Spring / Lake / Marlborough intersection traffic signal work
- This Lake Drive paving project can be included in the annual 2019 or 2020 Village Paving Program without additional funding in the budget
- Overall funds expended for Lake Drive pavement maintenance over the life of this analysis (7+ years) is expected to be less than Option #1.

**CONS**

- Traffic signal replacement work at Silver Spring / Lake / Marlborough as needed in the future may be at the expense of the Village
- Requires larger cost outlay within next 1-2 years than Option #1

Prepared by:
John Edlebeck
Village of Whitefish Bay, WI
Director of Public Works
11-14-18

December 12, 2018

Memo to: President Siegel and Members of the Whitefish Bay Village Board

From: John Edlebeck, P.E., Director of Public Works

**Re:** **2019 Work Order Authorization Contract with Clark Dietz**
**Alley Design and Construction Inspection**

The Public Works Department staff desires to reconstruct an alley in the 5400 block west of Santa Monica Boulevard as part of the 2019 Pavement Rehabilitation Project. To do so, specific survey and design work is needed for this alley project. As the Village does not have the equipment, required design software and certified professionals to do this work, we have requested a proposal from the village engineer Clark Dietz.

We have worked with Clark Dietz successfully on several other alley design and construction projects in the Village within the past several years. This contract is an hourly contract with not to exceed amounts. Construction costs are estimated at approximately $200,000. The Clark Dietz work order proposal design and bidding costs are listed at $19,000 (9.5%) while construction survey and inspection costs are listed at $20,500 (10.25%). I don't anticipate we will require the number of hours shown in the proposal for construction survey and inspection, as our Public Works staff will be able to provide some of the inspection needs. These proposed engineering cost amounts are within the expected 20% value expected on road rehabilitation projects. I believe contracting with Clark Dietz for this alley design and construction inspection work is in the best interest of the Village financially.

The Public Works Committee at their December 4, 2018 meeting voted to recommend to the Village Board the 2019 Work Order Authorization Contract with Clark Dietz for Alley Design and Construction Inspection.

Village Public Works Department staff requests the **Village Board approve the 2019 Work Order Authorization Contract with Clark Dietz for Alley Design and Construction Inspection for the hourly not to exceed amounts of $19,000 for design and bidding services and $20,500 for construction survey and inspection services.**

Clark Dietz

Engineering Quality of Life

November 2, 2018

Mr. John Edlebeck, PE
Director of Public Works
Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, WI 53217

Re: Work Order Authorization - Design and Inspection of Alley
5400 Block between Santa Monica Boulevard and Shoreland Avenue

Dear John,

Our Whitefish Bay Service Team proposes to perform the design, public bidding, and construction inspection of the alley located in the 5400 block between Santa Monica Boulevard and Shoreland Avenue.

## A. Scope of Work

### Task 1- Project Meetings:

Clark Dietz will:

1. Attend the project kick-off and data compilation meeting
2. Attend the utility Coordination meeting
3. Attend the project public information meeting
4. Attend the bid opening
5. Attend the bid selection and recommendation meeting with Village Staff

### Task 2 - Alley Design

Clark Dietz will conduct design activities related to the reconstruction of the alley and the drainage structures:

1. Filed survey activities to capture necessary and relevant data within the Village right-of-way including but not limited to the following:
    a. If or when appropriate and required, Storm sewer manholes, inlets, catch basins for possible repairs or replacement, if needed and appropriate.
    b. Alley grades to assure positive drainage.
    c. Sufficient radius information to achieve smooth transitions to the north and south termini streets.

2. Coordination of necessary state permit requirements
    a. Wisconsin DNR WPDES permit for land disturbance in excess of 1 acre.

**Task 3 - Construction Document Preparation and Bid Process**

Clark Dietz will prepare the necessary construction documents, including but not limited to:

1. Preparation of construction drawings
2. Adaptation of Village standard specifications to project as necessary
3. Publication of the appropriate notices
4. Preparation of a construction cost estimate
5. Provision of the final plan set
6. Manage distribution of plan sets and bid documents (bids to be submitted to Director of Public Works, bid opening at the Department of Public Works)
7. Prepare recommendation of the selected contractor following review and evaluation of the bids received.
8. Prepare contract award documents for signatures.

**Task 4 - Construction Inspection and Management**

A. Create pre-construction condition photo/video log.
B. Construction staking to be completed by contractor.
C. Construction Inspection Services
    1. Provide full-time inspection team, including project manager, lead project inspector and supplemental inspection staff as required.
    2. Maintain daily work logs.
    3. Measure and record daily bid item quantities.
    4. Act as project contact for residents.
    5. Provide Electric Record Drawings/GIS compatible shape files.
    6. Distribute construction notices to area residents.

D. Construction Management Services
    1. Conduct neighborhood informational meeting.
    2. Arrange and conduct preconstruction meeting
    3. Conduct and attend weekly job progress meetings.
    4. Provide weekly construction updates for public distribution
    5. Review contractor payment request(s)
    6. Review change orders
    7. Generate Substantial/Final Completion documents (Punch List)
    8. Final acceptance

## Project Schedule

We are proposing to have the final construction documents available for contract award at the Village Board's first meeting in March 2019. We expect that the project will be completed by late summer 2019.

## Proposed Fee

| *Alley Design Effort and Engineering Fee* | | | | | |
|---|---|---|---|---|---|
| Project Role | *Community Contact* | *Project Manager* | *Designer* | *Survey Tech* | TOTALS |
| Name of Key Staff | Mustafa Emir | Emily Basalla | Brandon Flunker | Adam Latusek | |
| Hourly Rate | $0 | $170 | $135 | $100 | |
| | | | | | |
| Project Management | 4 | 8 | | | 12 |
| Topographic Survey | | | | 40 | 40 |
| Preliminary Design | | 4 | 16 | | 20 |
| Final Design | | 4 | 40 | | 44 |
| Specifications | | 4 | 16 | | 20 |
| Meetings | 4 | 2 | 2 | | 8 |
| Bidding | | 2 | 4 | | 6 |
| *Hours* | 8 | 24 | 78 | 40 | 150 |
| *Fee* | $0 | $4,080 | $10,530 | $4,000 | $18,610 |

| *Alley Construction Activities Effort and Fee* | | | | | |
|---|---|---|---|---|---|
| Project Role | *Project Manager* | *Construction Manager* | *Inspector* | *Inspector* | TOTALS |
| Name of Key Staff | Emily Basalla | Brandon Flunker | Derek Tanner | Joe Corrao | |
| Hourly Rate | $170 | $135 | $115 | $110 | |
| | | | | | |
| Construction Managemer | 4 | | | | 4 |
| Meetings | 4 | 2 | | | 6 |
| Inspection | | | 8 | 140 | 148 |
| Contract Adminsitration | | 2 | 8 | | 10 |
| Punch List and Closeout | | | 2 | 8 | 10 |
| *Hours* | 8 | 4 | 18 | 148 | 178 |
| *Fee* | $1,360 | $540 | $2,070 | $16,280 | $20,250 |

With an allowance for direct project expenses during design and construction, we are proposing a fee of $19,000 for design and $20,500 for construction inspection, for a total of $39,500.

Please signify your acceptance of this proposal by signing below.

Sincerely,
Clark Dietz, Inc.

Mustafa Emir, PhD, PE
Village Engineer

**WORK ORDER APPROVAL**

_____
Paul Boening, Village Manager

_____
Date

## VILLAGE BOARD MEETING STAFF REPORT

**REPORT TO:** President Julie Siegel & Village Board of Trustees

**REPORT FROM:** Tim Blakeslee, Assistant Village Manager

**DATE:** 10/25/18

**AGENDA ITEM:** Approval – 2019 Computer Network Services Contract

**ACTION REQUESTED:** ____Ordinance ____Resolution __√__Motion

### BACKGROUND

Mike Armstrong (d/b/a as Armstrong Consulting Group, Inc.) has submitted the attached agreement for providing computer network services to the Village of Whitefish Bay in 2019.

The proposed agreement outlines the same scope of work as in previous years. Mr. Armstrong possesses strong institutional knowledge about the Village's technology needs, network, equipment, and security. In addition, Mr. Armstrong provided excellent service both during the IT transition from the DPW Building back to Village Hall and during the Village Hall Construction project. The 2019 contract is for $42,208, which is a $608 increase from 2018

### RECOMMENDED ACTION BY VILLAGE BOARD

Staff recommends the Village Board move to approve the 2019 agreement with Armstrong Consulting Group, Inc. in an amount not to exceed $42,208.

C: Village Manager Boening
Department Heads
Attorney Jaekels

**COMPUTER NETWORK SERVICE AGREEMENT**
**BETWEEN THE VILLAGE OF WHITEFISH BAY**
**AND ARMSTRONG CONSULTING GROUP, INC.**
**January 1, 2019**

The Village of Whitefish Bay ("Village") and Armstrong Consulting Group, Inc. and Mike Armstrong ("Consultant") agree as follows:

1. Consultant shall provide computer network services for the calendar year commencing the date of this contract, which shall be renewable each calendar year thereafter by written agreement of the parties. Services shall include those services reasonable and customary for providing all services for the maintenance of municipal computer networks (including police, library and public works) including but not limited to the following:

   a. Police Department, Village and library computer network service hours of Monday through Friday, 8:00 a.m. to 5:00 p.m.;

   b. Four-hour emergency return call time;

   c. 12-hour on-site service response time;

   d. Network file server disaster recovery;

   e. Windows workstation support and repair;

   f. Network equipment configuration (i.e., routers and firewalls);

   g. General network administration;

   h. Consulting and advice on network security and viruses;

   i. After hour services via pager or telephone, if available.

2. **Services not Included.** This contract does not include cost of hardware and software replacement or purchase nor does it cover training on software or hardware or malware removal.

3. **Term of the Contract.** The term of this contract is from the date of execution of this Contract to December 31, 2019, renewable thereafter by its terms.

4. **Contract Payment.** Consultant shall be paid in full $ 41,208.00 for the above-referenced services, which will be due and payable within ten days of receipt of invoice from Consultant.

5. **Termination.** The Village may terminate this contract upon seven days written notice to Consultant. The Village shall pay Consultant a prorated amount for the percentage of the month of services completed.

6. **Ownership of Documents, Information, and Intellectual Property and Confidentiality Thereof.** All documents, information, and intellectual property generated or accessed pursuant to this contract is the property of the Village. Consultant shall maintain confidentiality with regard to these items at all times unless disclosure is required by law.

7. **Indemnification.** Consultant indemnifies and holds Village harmless for any claims resulting from Consultant's acts, errors or omissions.

8. **Liability.** Consultant shall be liable to the Village for any real, consequential, or incidental damages accruing to the Village to the extent they result from the acts, errors or omissions of Consultant which are not within the standard of care ordinarily applied by similarly situated Consultants providing similar services in southeastern Wisconsin.

9. **Entire Agreement.** This writing constitutes the entire agreement between the parties. All previous agreements whether oral or written are hereby superceded and merged into this document. This contract can only be amended in writing signed by both parties.

10. **Choice of Law.** This contract is to be interpreted in accordance with the laws of the State of Wisconsin.

11. **Interpretive Presumption.** This contract is the result of negotiations between the parties. As such, both parties have had the opportunity to review the contract and consult with counsel. Neither party shall claim nor enjoy any presumption with regard to the interpretation of this contract based on authorship.

12. **This Contract Constitutes the First Month's Invoice.** This contract, by its signatures, shall constitute an invoice for the first month of services by Consultant. As such, Village shall deliver payment for the first month services within ten days execution of the Agreement by both parties.

13. **Notices.** Notices to either party shall be provided at the following addresses:

To Consultant:

Mike Armstrong
Armstrong Consulting Group, Inc.
P. O. Box 351
Sussex, WI 53089-0351

To Village:

Village Manager
Village of Whitefish Bay
5300 North Marlborough Drive
Whitefish Bay, WI 53217

14. **Duly Authorized Signatures.** Signatories to this Agreement represent that they are duly authorized to execute it on behalf of their respective parties.

ARMSTRONG CONSULTING GROUP, INC.

By:_____
Mike Armstrong

VILLAGE OF WHITEFISH BAY

By:_____
Paul Boening, Village Manager

By:_____
Jennifer Amerell, Village Clerk/Treasurer

Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217
Phone: 414-962-6690
Fax: 414-962-5651

# Memorandum

To: President Siegel & Village Board Trustees

From: Paul Boening – Village Manager

Date: December 13, 2018

Re: Discussion/action on agreement with Tyler Technologies, Inc. for Assessor Services.

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Tyler Technologies has served as the Village's Assessor for over 20 years. The Village Board approved the current agreement in 2015. That agreement is set to expire at the end of the month.

The proposed agreement is attached. The contract amount for 2019 is $40,600. Tyler's fee for 2018 was $38,200. At staff's request, Tyler included optional renewals for 2020 and 2021 that would keep the annual fee flat at $40,600.

After reviewing a few of Tyler's Agreements with other clients, I asked them to add a Completion Timeline. A Timeline is now included as Exhibit C (pages 13 and 14).

Recommendation:

Approve the assessor contract with Tyler Technologies, Inc. for the period January 1, 2019 to December 31, 2019 for an amount not to exceed $40,600.

# APPRAISAL SERVICES AGREEMENT

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

WHEREAS, Client is in need of annual assessment services; and

WHEREAS, Client has requested and Tyler is agreeable to perform said services to fulfill the needs of the Client under the terms of this Agreement;

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"** means Village of Whitefish Bay, 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. 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.

**SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).

2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain 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. The initial term of this Agreement shall commence on January 1, 2019 and shall continue through December 31, 2019. The Agreement may be renewed annually by mutual written agreement of the parties for two (2) additional annual periods of January 1, 2020 through December 31, 2020, and January 1, 2021 through December 31, 2021.

2 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). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

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 at least thirty (30) days prior written notice. In the event of termination due to a lack of appropriations, 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. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

**SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Property Damage and Personal Injury Indemnification.

   1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all 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 and without waiving any statutory or common law immunities, 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 will 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 THREE HUNDRED THOUSAND DOLLARS ($300,000). 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) Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION F – GENERAL TERMS AND CONDITIONS

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

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. Project Personnel. All work will be performed by personnel certified by the State of Wisconsin, Department

of Revenue. On or before the Effective Date, Tyler will provide and update Client with a listing of personnel assigned to the services, including vehicle and license place information. Any changes, including vehicle and license plate information, shall be submitted to Client not less than five (5) days prior to new personnel being assigned to Client. All project personnel assigned shall be approved by Client.

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

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

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

Tyler Technologies, Inc.
Appraisal & Tax Division

By:_____

Name:_____

Title:_____

Date:_____

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

Village of Whitefish Bay, Wisconsin

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Village of Whitefish Bay
5300 North Marlborough Drive
Whitefish Bay, Wisconsin 53217
Attention: Jennifer Amerell
Village Finance Director/Clerk
(414) 962-6690

**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.

The Client shall pay Tyler a fixed fee of **FORTY THOUSAND SIX HUNDRED DOLLARS ($40,600)** for the assessor services, including website service, for the period of January 1, 2019 through December 31, 2019.

**Optional renewal year two (2): If elected,** Client shall pay Tyler a fixed fee of **FORTY THOUSAND SIX HUNDRED DOLLARS ($40,600)** for the assessor services, including website service, for the period of January 1, 2020 through December 31, 2020.

**Optional renewal year three (3): If elected,** Client shall pay Tyler a fixed fee of **FORTY THOUSAND SIX HUNDRED DOLLARS ($40,600)** for the assessor services, including website service, for the period of January 1, 2021 through December 31, 2021.

## 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.

   All professional services performed under this Agreement will be invoiced as performed.

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:

| | |
|---|---|
| Bank: | Wells Fargo Bank, N.A.<br>420 Montgomery<br>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.

### 1.0 ASSESSOR SERVICES TO BE PROVIDED

**WORK TO BE PERFORMED BY TYLER**

**SECTION I. General Provisions**

A. Client Staff Supervision - Tyler will provide supervisory guidance and training to current and future municipal staff, as directed by the Client Manager, 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.

**SECTION II. Assessment Duties**

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

A. Maintain the 2019 assessment roll as required pursuant to Chapter 70 of the Wisconsin Statute, as amended from time to time.

B. Tyler will complete all services under this Agreement by the dates indicated in the Agreement and as stipulated in Schedule 1 to Exhibit C ("Completion Timeline"). The due date for the services as set forth in the Completion Timeline may be extended as mutually agreed to by the parties.

C. Provide office hours at Client for a minimum of 170 hours per year. Said hours shall begin January 1, 2019 and continue through December 31, 2019. Tyler shall coordinate and schedule activities to be completed during these hours with Client.

D. Perform field review as Tyler deems necessary on sale properties and properties for which no building permit has been issued.

E. Review assessments for the following reasons:

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

6. Change in land use
7. Change in class
8. Property owners request for review (includes interior inspections as necessary).
9. Data and final valuations shall be in accordance and equity with Client's assessment database that is in place for 2019.

F. Maintenance Valuation - Property that has been physically altered will be physically inspected and valued using a valuation formula consistent with the previous established.

G. Personal property accounts are to be assessed as per the value reported on the returns filed pursuant to law of property to be assessed as follows:

1. Value reported will be reviewed for uniformity between similar types of property. All personal property will be assessed based on the standard self-reporting forms, similar to previous years.
2. Personal property subject to assessment but not reported, shall be field inspected as to physical location and actual operation, then "doomage" assessed by Tyler as described in Chapter 70 of the Wisconsin Statutes.
3. Should Tyler become aware of any new assessable property accounts, the appropriate forms shall be mailed and a new personal property identification number shall be created. Should the property owner of such new account fail to file or report within a reasonable time prior to the Board of Review, Tyler shall place a doomage assessment on the property as described in II.F.2. above.

H. Prepare, attend and serve as staff with the annual Board of Review hearing as required by the Wisconsin Statutes. Tyler shall be responsible for working with Client to arrange for the hearings. Tyler will also promptly and adequately follow up and responded to any appeals made at the Board of Review hearings, incorporating assessment modifications as approved.

I. Tyler shall provide personnel to perform data entry for the purpose of updating current property records to reflect inspections that have been made and valuation changes or modifications to property records. Data entry provided by Tyler shall include any manual computer input necessary to produce a complete assessment roll, as well as any reports required by Client to effectively perform duties outlined in this Agreement. All personnel costs associated with the above-described services are included as part of the fees quoted in Exhibit A – Investment Summary. Client currently uses the UNIVERS CAMA program. Client will maintain the UNIVERS CAMA program during the period of the Agreement, provided it is available, reasonably priced, and the parties agree it is necessary.

J. Tyler shall assist Client in preparing and maintaining the assessment roll and updating and coordinating the tax roll with the assessment roll for creation of annual tax bills.

K. Tyler shall prepare all forms as may be required by Tyler's duties under this Agreement, and file same with the appropriate units of government.

L. Tyler shall provide a link to the Client to be placed on the Client's website that allows the general public to search for property information by property location and parcel number. The information shown on the website shall be similar to that as shown on the Property Record Card and include all major property attributes such as, total square feet of living area or rentable area for commercial properties, age of the structures, room counts, electronic sketch and photo, recent sales and permit information and the most current assessed value. Tyler shall refresh the data listed on the website on a quarterly basis.

## 2.0 SUPPORT OF ASSESSMENT SERVICE BY CLIENT

A. Office Assistance

Client shall provide personnel assistance to Tyler in accomplishing assessment-related activities. This assistance will include, property record card maintenance; scheduling of inspection appointments; coordination of building permits; maintaining sale information; real estate transfer returns submittal; general assessor office related secretarial duties; and providing informational services to the public during times when Tyler is not available in Village Hall.

B. Additional Services

Client shall provide personnel to perform a physical interior and exterior inspection of property for the following reasons:

- Building Permit.
- Recent sale if interior has not been previously inspected or as deemed necessary by the Client in the effort to maintain equity.

It is understood that the ultimate responsibility for accuracy of property records and assessments remains with Tyler. Any additional field inspections required to insure accuracy shall be made by Tyler staff.

C. Computer Services

Client shall make available to Tyler access to a computerized system of valuation during the term of the Agreement. Tyler shall facilitate the automation of property records utilizing such computerized system of valuation. Both Tyler and Client agree that the UNIVERS computerized system of valuation will be utilized. All cost associated with the maintenance of the UNIVERS system shall be the responsibility of Client.

D. 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, data processing equipment, spreadsheet software, word processing software, miscellaneous writing and general office materials, assessment notification forms and postage for assessment mailings.

# Exhibit C
# Schedule 1
# Completion Timeline

| COMPLETION TIMELINE OF ANNUAL MAINTENANCE SERVICES TO BE PROVIDED | | | | | |
|---|---|---|---|---|---|
| | | | | | |
| | 2019 | | 2020 | | 2021 |
| Description | Completion Date | | Completion Date | | Completion Date |
| | | | | | |
| Tyler shall provide Certificates of Insurance to Client | 04/01/2019 | | 04/01/2020 | | 04/01/2021 |
| Tyler shall provide a current listing of personnel assigned to Client; and will provide updates in advance of new personnel assigned | 01/01/2019 | | 01/01/2020 | | 01/01/2021 |
| Mail Personal Property Forms | 01/15/2019 | | 01/15/2020 | | 01/15/2021 |
| Provide NOA letter to the Village Clerk/Finance Director for review and approvals | 05/15/2019 | | 05/01/2020 | | 05/01/2021 |
| Provide Village Clerk/Finance Director Open Book Appointment Dates and Times | 05/15/2019 | | 05/15/2020 | | 05/15/2021 |
| Field Verification of Potential Doomage Accounts | 06/01/2019 | | 06/01/2020 | | 06/01/2021 |
| Doomage Values Applied and "D" code entered into Access Program | 06/01/2019 | | 05/15/2020 | | 05/15/2021 |
| Statutory Assessor will provide a list of all new accounts and deleted accounts for the January 1 of each assessment year. | 06/01/2019 | | 05/15/2020 | | 05/15/2021 |
| Provide tentative BOR dates to Village Clerk/Finance Director | 05/01/2019 | | 05/01/2020 | | 05/01/2021 |
| Mail Notices of Assessment for Real Estate and Personal Property to all property owners | 06/05/2019 | | 05/15/2020 | | 05/15/2021 |
| Preliminary Real Estate Value Listing Submitted to Village Clerk/Finance Director | 05/24/2019 | | 05/08/2020 | | 05/08/2021 |
| Open Book Begin | 06/12/2019 | | 05/22/2020 | | 05/21/2021 |
| Open Book Completed | 07/19/2019 | | 06/18/2020 | | 06/18/2021 |
| Provide Real Estate Re-notification letters to Village Clerk/Finance Director | 07/19/2019 | | 06/18/2020 | | 06/18/2021 |
| BOR Statutory Meeting to Confirm Hearing Dates – 45 days starting 4th Monday in April | 06/06/2019 | | 06/11/2020 | | 06/10/2021 |

| | | | | | |
|---|---|---|---|---|---|
| Real Estate Re-notification letters mailed | 07/22/2019 | | 06/21/2020 | | 06/21/2021 |
| BOR RE & PP Assessment Roll to Village Clerk/Finance Director | 08/15/2019 | | 07/10/2020 | | 07/10/2021 |
| Preliminary MAR & TAR Report to DOR – 2nd Monday in June annually | 06/10/2019 | | 06/08/2020 | | 06/14/2021 |
| BOR Hearings Begin | 08/21/2019 | | 07/15/2020 | | 07/15/2021 |
| The Statutory Assessor enters all BOR value changes into GCS and Univers. SOA info submitted to Village Clerk/Finance Director and SOA submitted directly to DOR by the Statutory Assessor if requested by the Village Clerk/Finance Director | 09/17/2019 | | 08/15/2020 | | 08/15/2021 |
| Final MAR & TAR submitted to the DOR | 09/17/2019 | | 08/15/2020 | | 08/15/2021 |
| Final AAR prepared and submitted to the DOR within fourteen (14) days of the close of BOR | 09/17/2019 | | 08/15/2020 | | 08/15/2021 |

Village of Whitefish Bay
5300 N. Marlborough Drive
Whitefish Bay, Wisconsin 53217

Phone: 414-962-6690
Fax: 414-962-5651

# Memorandum

To: President Siegel & Village Board Trustees

From: Paul Boening – Village Manager

Date: December 14, 2018

Re: Discussion/action on agreement with Tyler Technologies, Inc. for Village-wide Revaluation.

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Wisconsin State Statute 70.05(5)(b) requires a revaluation of property at least once in every 5-year period. The last Village-wide Revaluation was conducted in 2014. The Village's current assessment ratio is .90, which indicates that property values are approximately 10% below market value. State law also requires municipalities to maintain property values within 90% of market value. Therefore, even if 5 years hadn't passed, the Village would need to complete a revaluation.

Tyler Technologies has served as Village Assessor for over 20 years. The attached revaluation proposal includes a set fee of $61,600, which matches the amount that was approved in the 2019 Village Budget.

Recommendation:

Approve the revaluation contract with Tyler Technologies, Inc. for an amount not to exceed $61,600.

# APPRAISAL SERVICES AGREEMENT

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

WHEREAS, Tyler is in the business of providing appraisal related services to counties; and

WHEREAS, Client desires to engage Tyler to perform 2019 revaluation 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"** means Village of Whitefish Bay, 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. 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.

**SECTION C – INVOICING AND PAYMENT; INVOICE DISPUTES**

1. Invoicing and Payment. We will invoice you the fees for the services as per our Invoicing and Payment Policy, subject to Section C(2).

2. Invoice Disputes. If you believe any delivered service does not conform to the warranties in this Agreement, you will provide us with written notice within fifteen (15) days of your receipt of the applicable invoice. The written notice must contain 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. The initial term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2019. This Agreement may be renewed upon written mutual agreement of the parties.

2 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). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination.

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 at least thirty (30) days prior written notice. In the event of termination due to a lack of appropriations, 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. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

4. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section C(2) at the time of termination in order to be withheld at termination.

**SECTION E – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Property Damage and Personal Injury Indemnification.

   1.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all 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 and without waiving any statutory or common law immunities, 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 will 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 THREE**

**HUNDRED THOUSAND DOLLARS ($300,000). 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) Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

**SECTION F – GENERAL TERMS AND CONDITIONS**

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

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. Contract Documents. This Agreement includes the following exhibits:

| | |
|---|---|
| Exhibit A | Investment Summary |
| Exhibit B | Invoicing and Payment Policy |

Exhibit C Statement of Work

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

Tyler Technologies, Inc.
Appraisal & Tax Division

By:_____

Name:_____

Title:_____

Date:_____

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

Village of Whitefish Bay, Wisconsin

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Village of Whitefish Bay
5300 North Marlborough Drive
Whitefish Bay, Wisconsin 53217
Attention: Jennifer Amerell
Village Finance Director/Clerk
(414) 962-6690

**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.

The Client shall pay Tyler a fixed fee of **SIXTY-ONE THOUSAND SIX HUNDRED DOLLARS ($61,600)** for the 2019 revaluation services as set forth in Exhibit C – Statement of Work.

## 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.

   All professional services performed under this Agreement will be invoiced as performed.

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:

| | |
|---|---|
| Bank: | Wells Fargo Bank, N.A.<br>420 Montgomery<br>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.

1.0 INTRODUCTION

Tyler will perform an Interim Market Update Revaluation of all taxable real property for assessment year 2019, including capturing new digital images of all taxable real property, in accordance with the terms of this Agreement and as hereinafter set forth.

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

2.0 PUBLIC RELATIONS

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

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

The employees of the Client and Tyler shall work together to maintain the full cooperation of all taxpayers by treating each inquiry with courtesy and supplying all possible necessary information to every interested taxpayer; however, each field appraiser/lister will be instructed to refrain from discussing with the property owner, tenant, or occupant the possibility of any increase or decrease in the valuation of the real property and/or buildings. Tyler shall submit a recommended public relations plan to the Client by 1/31/2019.

3.0 VALUATION ESTIMATES

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

4.0 TRAINING

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

5.0 QUALITY AND TYLER PROGRESS CONTROL

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

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

a. Completion of land value analysis.

b. Completion of cost approach calculations/cost review.

c. Completion of income approach.

d. Completion of market analysis.

e. Prior to sending Notices of Assessment.

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

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

Tyler agrees to meet monthly or upon request with the Village Finance Director/Clerk or his/her designee, and any other such individuals as they determine necessary, to discuss areas of work such as, but not limited to, progress, quality of work, procedures, valuations and problems.

6.0 CONFIDENTIALITY OF INFORMATION

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

7.0 TECHNICAL ENVIRONMENT

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

8.0 PERSONNEL

All work will be performed by personnel certified by the State of Wisconsin, Department of Revenue. Tyler shall supply all its field representatives with identification cards, in a form acceptable to the Client, containing, in addition to the usual information, a photograph of the employee. The Client reserves the right to require Tyler employees to use identification cards in a form as provided by the Client.

The individual designated Statutory Assessor and all project personnel assigned to any work under this Agreement that occurs within the Village of Whitefish Bay shall require approval by

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

9.0 ASSESSMENT MANUAL

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

10.0 PROPERTY RECORD CARDS

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

11.0 APPROACHES TO VALUE

11.1 Type of Approach

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

11.2 Sales Analysis

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

11.3 Income Analysis

In valuing income-producing properties, the appraiser shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include actual and economic rents for each type of property, typical vacancy rates, and typical operating expense ratios. All data shall be properly documented and adequate records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels, this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market. Any documentation used in establishing any of the foregoing shall become property of the Client.

12.0 DATA FOR EVALUATION

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

## 13.0 NEIGHBORHOOD DELINEATION

Tyler shall use the existing neighborhood assignments and modify as needed. Tyler may provide a list of neighborhood assignments to the Client in order to generate a color-coded neighborhood map via the Client's GIS.

## 14.0 DATA MANAGEMENT

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

1. Tyler shall encode or perform data maintenance to all property records in the Client's UNIVERS™ CAMA System as needed as part of the revaluation.
2. Tyler is aware that some properties may have to be inspected because of permit alterations and/or additions to the improvements. There will be no additional fee for such inspection or subsequent revaluation required because of such alterations and/or additions.
3. The Client and Tyler shall cooperate to avoid duplication and confusion to the property owner and to see that all permit alterations and additions are accounted for in the revaluation program.
4. Tyler shall present a list of all partial assessments of improvements as of January 1, 2019, to the Client, so that they may be readily identified and assessed for the subsequent assessment roll.

## 15.0 IMPROVEMENT VALUATION

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

### 15.1 Valuation Approach

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

#### 15.1.1 Residential Approach

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

#### 15.1.2 Agricultural Approach

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

#### 15.1.3 Commercial Approach

In valuing commercial improvements, property record cards shall be completed

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

16.0 LAND VALUATION

Tyler shall provide the following approach to the revaluation of land characteristics:

16.1 Classification

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

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

16.2 Basic Unit Values

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

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

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

16.3 Land Tables

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

18.0 FINAL ANALYSIS

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

For commercial properties where a determination of value has been made via the income approach after considering the factors under 70.32, Stats., the value shall also be reviewed at this time to make the proper correlation of values between the cost, market and income. The review will cover each parcel so as to eliminate errors in computations that may have occurred,

to ensure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional, and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.

The final analysis will account and adjust for factors which may have a direct bearing on the market value and/or equitable relationship to other properties. The Finance Director/Village Clerk, or his/her designee, may at any time during the final analysis review work as performed by Tyler.

19.0 CLIENT TO REVIEW ASSESSMENTS

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

20.0 OPEN BOOK CONFERENCE

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

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

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

21.0 COMPLETION OF ASSESSMENT ROLL

Tyler shall complete the 2019 assessment roll in accordance with the then current statutes. Final assessment figures for each property and a totaled, balanced, and reconciled roll shall be provided by Tyler to the Client. Tyler, acting through its representative serving in the capacity of Statutory Assessor, shall prepare and submit the "Municipal Assessor's Report (MAR) and the TID Assessor's Report (TAR)" to the Supervisor of Assessments, with a copy to the Client.

22.0 BOARD OF REVIEW

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

In the event of appeal to the Department of Revenue or the courts, it is agreed that Tyler shall make available a qualified representative(s) upon request from the Client, at no additional cost,

to furnish testimony in defense of the values established by the revaluation in all cases which might be filed within one (1) year of the completion date specified for the revaluation.

23.0 SUPPORT OF REVALUATION SERVICES BY THE CLIENT

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

23.1 Maps

Upon specific request, the Client shall furnish one (1) set of plat maps, one (1) zoning map and any other maps that are mutually agreed by Client and Tyler to complete a successful project.

23.2 Miscellaneous General Agreements

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

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

23.3 Hardware Requirements

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

24.0 GENERAL PROVISIONS

24.1 Tyler Responsibilities

Tyler will commence work on March 1, 2019.

24.2 Contract Deliverables

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

25.0 PROJECT STAFFING/SCHEDULE

Tyler shall submit a detailed project plan by 01/01/19. The plan will include key milestone dates needed for the successful completion of the revaluation process.