

AGENDA

CITY COUNCIL
MONONA PUBLIC LIBRARY MUNICIPAL ROOM
1000 NICHOLS ROAD

TUESDAY, JANUARY 19, 2016

7:30 P.M.

- A. Call to Order.
- B. Roll Call and Pledge of Allegiance.
- C. Approval of Minutes from January 4, 2016.
- D. Appearances.
- E. Public Hearing. (None)
- F. Consent Agenda.
 - 1. Approval of Applications for 2015/2016 Operator Licenses:
 - a. Timothy H. Gorman, East Side Club
 - b. Tricia L. Lukens, East Side Club
 - c. Derek M. Turner, East Side Club
 - d. Matthew E. Wheeler, Speedway – Royal Avenue
 - e. Edward K. A. Cynric, Tobacco Outlet Plus
 - f. Josiah A. LeCleur, Tobacco Outlet Plus
- G. Council Action Items.
 - 1. Unfinished Business.
 - a. Consideration of Resolution 16-1-2064 Purchase Approval of One Current Model Year One-Ton Chassis Cab (Public Works Committee).
 - b. Consideration of Resolution 16-1-2065 Purchase Approval of One Current Model Year Plow Truck Equipment Package (Public Works Committee).
 - c. Consideration of Resolution 16-1-2069 Ratifying the List of City of Monona Landmark Properties (Landmarks Commission).
 - d. Consideration of Ordinance 1-16-673 Amending Section 13-1-64 of the Code of Ordinances Concerning Historic Conservation (Landmarks Commission).
 - e. Convene in Closed Session under Wisconsin Statute section 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (City Planner Salary Adjustment).
 - f. Reconvene in Open Session Under Wisconsin Statute Section 19.85(2).
 - g. Consideration of Resolution 16-1-2068 Revising the Title and Salary for the City Planner Position (City Administrator).

- h. Consideration of Resolution 16-1-2074 Amending the 2016 Operating Budget for the City Planner/Economic Development Director Salary Adjustment (City Administrator).
2. New Business.
- * a. Consideration of Resolution 16-1-2070 Approving a Contract Renewal with EMS Medical Billing Associates, LLC (Fire Chief).
 - * b. Consideration of Resolution 16-1-2071 Purchase Approval of a 2016 Pierce Enforcer PUC Triple Combination Pumper Rescue (Fire Chief).
 - c. Consideration of Resolution 16-1-2072 Approving a One-Year Extension to the Agreement with Vandewalle & Associates, Inc. for Services Related to the Mixed-Use Waterfront Redevelopment Project (City Planner).
 - * d. Consideration Of 2015/2016 “Class C” Wine and Class “B” Fermented Malt Beverage License Premises Extension Of Shrestha Family LLC Owned by Madan Shrestha, d/b/a Swad Indian Restaurant, 6007A Monona Drive (License Review Committee).
 - * e. Consideration Of 2015/2016 “Class A” Liquor and Class “A” Fermented Malt Beverage License Applications For WDS, Inc., 704 Raymond Road, Waunakee, Wisconsin, 53597, d/b/a Licali’s Lakeside Liquor, 6325 Monona Drive (License Review Committee).
 - * f. Consideration Of 2015/2016 “Class B” Liquor and Class “B” Fermented Malt Beverage License New Board Membership And Change Of Agent For The East Side Club, Inc., d/b/a East Side Club, 3735 Monona Drive (License Review Committee).
 - g. Consideration of Ordinance 1-16-674 Amending Chapter 7-13 of the Code of Ordinances Concerning Transient Merchants (License Review Committee).
 - h. Consideration of Resolution 16-1-2073 Approving a Proposal for City Assessment Services (City Administrator).
- H. Reports of Committees, Commissions, Boards, Mayor, City Administrator, City Attorney, and Department Managers.
- 1. Agendas, Supporting Documents, and Minutes are Available on the Monona Web Page – www.mymonona.com.
- I. Appointments.
- J. Adjournment.

*Request for immediate action

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number) Fax: (608) 222-9225 or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. POSTED January 14, 2016 on the City Hall, Library, and Community Center bulletin boards and on the City of Monona’s website mymonona.com.

MONONA CITY COUNCIL MINUTES
January 4, 2016

The regular meeting of the Monona City Council was called to order by Mayor Miller at 7:30 p.m.

Present: Mayor Robert Miller, Alderpersons Chad Speight, Mary O'Connor, Brian Holmquist, Kathy Thomas, Jim Busse, and Doug Wood

Also Present: City Administrator April Little, Finance Director Marc Houtakker, Public Works Director Dan Stephany, City Planner Sonja Reichertz, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

City Clerk Andrusz distributed minutes revised to report that Alder O'Connor recused herself from the vote appointing her as a Chief Inspector and Alder Thomas recused herself from the vote appointing her as an Election Inspector.

A motion by Alder O'Connor, seconded by Alder Speight to approve the Minutes from the December 7, 2015 City Council meeting as revised, was carried.

APPEARANCES AND PUBLIC HEARING

There were no Appearances or Public Hearing.

CONSENT AGENDA

A motion by Alder Wood, seconded by Alder Speight to approve the following, was carried:

1. Applications for 2015/2016 Operator Licenses:
 - a. Shawn R. Ezrow, Bourbon Street Grille
 - b. Robert M. Klinzing, Licali's Market & Spirits
 - c. Marcom L. Hall, Speedway – Monona Drive
 - d. Quintella L. Morgan, Speedway – Royal Avenue
 - e. Jacob R. Wemette, Speedway – Royal Avenue
 - f. Angela K. Maurer, Tower Inn
 - g. Kimberly A. Toseff-Melms, Tully's II
 - h. Kevin L. Ploessl, Waypoint Public House
 - i. Mark C. Rehberg, Waypoint Public House
 - j. Kyle M. Roessler, Waypoint Public House

2. Applications for 2015/2017 Operator Licenses:
 - a. Jessica J. Bartels, PDQ
 - b. Brittany M. Keys, Tully's II

UNFINISHED BUSINESS

There was no Unfinished Business.

NEW BUSINESS

A motion by Alder Thomas, seconded by Alder Holmquist to suspend the rules and take action on Resolution 16-1-2063 Authorizing the City of Monona to Apply for a Large-Scale Lake Management Planning Grant from the Wisconsin Department of Natural Resources, was carried.

Public Works Director Stephany reported that after learning the deadline was December 10, he got the grant application in on December 9. It will cover costs of DNR-required engineering work Strand Associates is providing on the PCBs found in the Lagoon. The City's share is \$12,313. After this report another will follow outlining required actions.

A motion by Alder Thomas, seconded by Alder Holmquist to approve Resolution 16-1-2063 Authorizing the City of Monona to Apply for a Large-Scale Lake Management Planning Grant from the Wisconsin Department of Natural Resources, was carried.

Public Works Director Stephany provided information on Resolution 16-1-2064 Purchase Approval of One Current Model Year One-Ton Chassis Cab. This purchase will be reviewed by the Public Works Committee on January 6 followed by Council review on January 19. The state does the work searching for equipment; the City has positive past history using the state contract and Ewald Automotive Group.

Mayor Miller notes the following item was tabled at tonight's Finance & Personnel Committee meeting for Public Works Committee input. Public Works Director Stephany provided information on Resolution 16-1-2065 Purchase Approval of One Current Model Year Plow Truck Equipment Package. This purchase will be reviewed by the Public Works Committee on January 6 followed by Council review on January 19. It will replace a 1995 dump truck and plow. The higher cost proposal is the chosen bid because five of six current trucks are that model and the operators and mechanic is familiar with them. The middle bid is only \$220 lower and is also an acceptable choice. The low bid didn't meet specifications or explain the deviations and adding needed equipment would bring it over budget. Alder Thomas questioned why an unacceptable bid wasn't discarded. Public Works Director Stephany responded it was part of the search history. Alder Busse explained the Finance & Personnel Committee tabled this because he questioned whether low bids would be provided in the future if they are qualified but are not chosen for the work.

A motion by Alder Wood, seconded by Alder Busse to suspend the rules and take action on Resolution 16-1-2066 Authorizing the Redemption of General Obligation Refunding Bonds, Dated February 15, 2008, was carried.

Finance Director Houtakker reported this is the 2008 TIF 2 bonds that are due to be paid off in December, 2016. They are now callable and can be paid off early with no penalty. This action saves \$18,000 in interest costs. TIF 2 is a donor district.

A motion by Alder Wood, seconded by Alder Busse to approve Resolution 16-1-2066 Authorizing the Redemption of General Obligation Refunding Bonds, Dated February 15, 2008. On a roll call vote, all members voted in favor of the motion.

A motion by Alder Speight, seconded by Alder Thomas to suspend the rules and take action on Resolution 16-1-2067 Providing for the Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016, was carried.

Finance Director Houtakker reported this combines two items into one loan, per Financial Advisor Jeff Belongia's recommendation. The Capital Budget borrowing, usually done in March, is being done early

this year to gain a cost savings on the purchase of a fire truck. Included in the borrowing is a balloon payment due in 2017 that is now callable. This will save \$30,000 in interest costs and a larger borrowing will be eligible for a lower interest rate. Mr. Belongia has assured that the re-financed amount will not be re-financed again, but will be paid off in full. This Resolution authorizes Mr. Belongia to begin negotiations and he will be present at the next meeting to report on rates.

A motion by Alder Speight, seconded by Alder O'Connor to approve Resolution 16-1-2067 Providing for the Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016. On a roll call vote, all members voted in favor of the motion.

City Planner Reichertz provided information on Resolution 16-1-2069 Ratifying the List of City of Monona Landmark Properties. After the total turnover of Landmarks Commission members a review of records found a lack of records for 24 official landmarks. All were adopted in 1979 and 2004 and have boulders and plaques and are cited in publications. This Resolution will make them official City landmarks. The 75th Anniversary marker at Ernie's Trading Post was a Dane County Historical Society action. Owners are all aware of their property's designation. Alterations of these sites will have to follow a process and will have to be reviewed by the Landmarks and Plan Commissions.

City Planner Reichertz provided information on Ordinance 1-16-673 Amending Section 13-1-64 of the Code of Ordinances Concerning Historic Conservation. Under the current Ordinance, an application for a zoning or occupancy permit involving a landmark requires Plan Commission review with final approval by the City Council. This amendment maintains that process but adds the following three changes:

1. A demolition permit requires Plan Commission review.
2. A permit application requires the Landmarks Commission to review and provide an advisory report to the Plan Commission.
3. Language that was removed in 1975 for unknown reasons has been restored.

Mayor Miller and Alder Thomas expressed concern that Nichols School or another historical building could be torn down. City Planner Reichertz responded that a process would need to be followed in order to do a tear-down, and the Council would decide if destruction would be allowed. The City Attorney has reviewed this amendment. Alders Holmquist and O'Connor stated this amendment helps advise the Plan Commission on a course of action. City Administrator Little stated a federally designated structure can't be torn down. The appeals process will be reviewed during the re-codification process.

A motion by Alder Busse, seconded by Alder Thomas to Convene in Closed Session under Wisconsin Statute section 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (City Planner Salary Adjustment). On a roll call vote, all members voted in favor of the motion.

Upon reconvening in Open Session:

Alder Thomas stated Resolution 16-1-2068 Amending the 2016 Operating Budget to Adjust the Salary for the City Planner increases the scope of work for this position as well as adjusting the salary and job title.

REPORTS

City Planner Reichertz reported that after two years the Comprehensive Plan draft is complete. It has been emailed to staff and Council members and is available online. There will be a public hearing at the Plan Commission meeting January 25 and another in March.

Alder Thomas reported she will be in Florida from this Thursday until February 9, but will be available via email and telephone.

Alder Wood confirmed with Mayor Miller that the next meeting will be on Tuesday, January 19, due to the Martin Luther King, Jr. holiday. There is a potential conflict with court, but that is not expected to run late.

City Clerk Andrusz reported nomination papers are due in her office by 5:00 p.m. tomorrow.

City Administrator Little reported she has met with all staff, has begun work on the UniverCity program and the re-codification project, and has met with developers. Police union negotiations include a grievance over the health insurance opt-out payment cut. The City's property insurance has transferred to MPIC. Department Head reports have been re-formatted; she asks for feedback on that. She will record a PSA for the radio station tomorrow and plans to use the radio for future informational announcements.

Mayor Miller compliments the Public Works crew on the excellent job they've done on snow removal. Skating is allowed on the Lagoon but the warming shelter won't be open until there is four inches of ice.

APPOINTMENTS

Alder Thomas recused herself from the following vote.

A motion by Alder Holmquist, seconded by Alder O'Connor to approve the Appointment of Kathy Thomas to the Distinguished Service Award Committee (effective immediately until May 2016), was carried.

ADJOURNMENT

A motion by Alder Speight, seconded by Alder Wood to adjourn, was carried. (8:40 p.m.)

Joan Andrusz
City Clerk

**Resolution 16-1-2064
Monona Common Council**

**PURCHASE APPROVAL OF ONE CURRENT MODEL YEAR
ONE-TON CHASSIS CAB**

WHEREAS, the 2016 Capital Budget includes funding in the amount of \$37,500 for the purchase of a new one ton dump truck; and,

WHEREAS, the vehicle scheduled to be replaced is a 2005 Chevrolet 2500 pickup truck; and,

WHEREAS, the Parks Department will assume responsibility of the 2005 Chevrolet 2500 pickup truck, which will replace the 1994 Chevrolet 1500 pickup truck that will be sent to auction in 2016; and,

WHEREAS, the equipment scheduled for purchase is a Ford F-350 Super Duty cab chassis; and,

WHEREAS, the City will purchase this vehicle through the Wisconsin Department of Administration RFB cooperative purchasing contract; and,

WHEREAS, on January 6, 2016, the Public Works Committee reviewed the Wisconsin Department of Administration Bid information and the Ewald Automotive Group proposal and has recommended the approval of the proposal in the amount of \$28,362.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the proposal submitted by Ewald Automotive Group for one (1) Ford F-350 Super Duty cab chassis in the amount of \$28,362 is hereby approved and staff is authorized to proceed with the purchase.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Public Works Committee – 1/6/16

Council Action:

Date Introduced: 1-4-16

Date Approved: _____

Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>16-1-2064</u>
		Ordinance Amendment No. _____

Title:
Purchase of one Current Model Year One-Ton Ford F-350 Chassis Cab

Policy Analysis Statement:

Brief Description Of Proposal:

As presented in the 2016 Capital Budget, the public works and parks departments propose to purchase one Ford F-350 Super Duty Chassis Cab from Ewald Automotive Group for the amount of \$28,362. This purchase is made utilizing the Wisconsin Department of Administration RFB process and awards program.

Current Policy Or Practice:

This is a replacement for the 2005 Chevrolet 2500 pickup truck. The parks department will assume responsibility of this truck once the new one-ton dump truck arrives. The 2005 Chevrolet 2500 pickup truck will replace a 1994 Chevrolet 1500 pickup truck, which will be sold at auction in 2016. The new one-ton dump truck will be shared equally between the public works and parks departments.

Impact Of Adopting Proposal:

Capital budget allocation: \$37,500

- Proposed chassis cab price: \$28,362
- Dump body: \$8,985 (not part of this approval, purchased separately)

Balance Remaining: \$153

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
 Creates new expenditure account
 Creates new revenue account
 Increases expenditures
 Increases revenues
 Increases/decreases fund balance _____ Fund

Budget Effect:

- Expenditure authorized in budget
 No change to budget required
 Expenditure not authorized in budget
 Budget amendment required

Vote Required:

- Majority
 Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57320	853	One Ton Dump Truck	\$37,500			\$37,500
				Totals				

Prepared By:

Department: Public Works Prepared By: Daniel Stephany, Director of Public Works Reviewed By: Marc Houtakker, Finance Director	Date: December 22, 2015 Date: December 28, 2015
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**WISCONSIN DEPARTMENT OF
ADMINISTRATION**

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
SECRETARY

Division of Enterprise Operations
State Bureau of Procurement
101 East Wilson Street, 6th Floor
Post Office Box 7867
Madison, WI 53707-7867
Voice (608) 266-2605
Fax (608) 267-0600
<http://vendornet.state.wi.us>

Date: November 3, 2015

To: Bidders of Model Year 2016 or Newer Passenger, Law Enforcement Vehicles and Light Duty Trucks

From: Rick House, Procurement Specialist
State Bureau of Procurement

Subject: Notice to Award RFB 28209-RH

Enclosure: RFB 28209-RH Bid Price Sheet Abstracts

The State of Wisconsin, as represented by the Department of Administration, State Bureau of Procurement, intends to award RFB 28209-RH as indicated on the attached Bid Price Sheet Abstracts. In accordance with Section 3.5 of RFB 28209-RH; titled Method of Award, awards are based on the lowest total, responsive, responsible bidder for each vehicle type, by manufacturer. This is a notice to award and it does not constitute a contractual commitment. Purchase orders will be executed by the state agencies and municipalities.

Vendor Contact Information:

Scott Kussow
Ewald Motors of Oconomowoc, LLC
36833 E. Wisconsin Ave.
Oconomowoc, WI 53066
262-567-5555/414-258-5000
skussow@ewaldauto.com

Scott Kussow
Ewald's Hartford Ford, LLC
5788 HWY 60 E.
P.O. Box 270046
Hartford, WI 53027
262-567-5555/414-258-5000
skussow@ewaldauto.com

Scott Kussow
Ewald Chevrolet Buick, LLC
36833 E. Wisconsin Ave
Oconomowoc WI 53066
262-567-5555/414-258-5000
skussow@ewaldauto.com

Tim Askey
Kayser Automotive Group
2303 West Beltline Hwy
Madison, WI 53713
608-276-0253
t.askey@kayseronline.com

Please contact Rick House at 608-266-8024 or Email: reche2.house@wisconsin.gov regarding any questions about this notice.

Prepared For:
 DAN STEPHANY
 CITY OF MONONA
 5211 SCHLUTER RD.
 MONONA, WI 53716
 Phone: (608) 222-2525
 Email: dstephany@ci.monona.wi.us

Prepared By:
 SCOTT KUSSOW
 EWALD AUTOMOTIVE GROUP, LL
 36833 E. WISCONSIN AVE.
 OCONOMOWOC, WI 53066
 Phone: (262) 567-5555
 Fax: (262) 560-1303
 Email: skfleet@ewaldauto.com



2016 Fleet/Non-Retail Ford Super Duty F-350 DRW 4WD Reg Cab 141" WB

QUOTE WORKSHEET

QUOTE WORKSHEET - 2016 Fleet/Non-Retail F3H 4WD Reg Cab 141" WB 60" CA XL

MSRP	\$37,165.00
Destination Charge	\$1,195.00
Optional Equipment	\$1,540.00
Dealer Advertising	\$0.00
PRE-TAX ADJUSTMENTS:	
STATE OF WISCONSIN MUNICIPAL DISCOUNT	(\$11,538.00)
Total Pre-Tax Adjustments	(\$11,538.00)
Taxable Price	\$28,362.00
TOTAL	\$28,362.00

Customer Signature / Date

Dealer Signature / Date

2016 FORD F350 REG CAB 4WD C&C TO YOUR SPECS AS DETAILED, (SAME AS '14 F350 ORDER).
 REGISTRATION FEES ARE EXTRA. DELIVERY CAN BE ANTICIPATED 90-120 DAYS FROM RECEIPT OF
 YOUR ORDER. PAYMENT TERMS ARE NET TEN DAYS.

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 408.0, Data updated 10/13/2015
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Customer File:

**Resolution 16-1-2065
Monona Common Council**

**PURCHASE APPROVAL OF ONE CURRENT MODEL YEAR PLOW TRUCK
EQUIPMENT PACKAGE**

WHEREAS, maintaining a highly operational fleet of snow removal vehicles is critical to the operation of the Public Works Department, as DPW Staff rely on snow removal vehicles as their only means for snow and ice control; and,

WHEREAS, the 2016 Capital Budget includes funding in the amount of \$183,000 for the purchase of a new tandem axle dump truck with snow plow equipment package; and,

WHEREAS, the vehicle scheduled to be replaced is a 1995 International dump truck with snow plow equipment; and,

WHEREAS, the equipment scheduled for purchase is the cab and chassis, dump body, front and wing plow, and dual salt spreader; and,

WHEREAS, the City received proposals on December 11, 2015 from three vendors, Lakeside International, Truck Country, and V&H Inc., for the purchase of one current model year cab and chassis with snow plow equipment package provided by Burke Truck Equipment; and,

WHEREAS, on January 6, 2016, the Public Works Committee reviewed the proposals and has recommended the award for the proposal provided by Lakeside International for the combined price of \$172,719.90.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the proposal submitted by Lakeside International for one (1) current model year cab and chassis with snow plow equipment package in the amount of \$172,719.90 is hereby approved, and staff is authorized to proceed with the purchase.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Public Works Committee – 1/6/16

Council Action:

Date Introduced: 1-4-16

Date Approved: _____

Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. 16-1-2065
		Ordinance Amendment No. _____

Title:
Purchase of one Current Model Year Tandem Axle Cab & Chassis with Snow Plow Equipment

Policy Analysis Statement:

Brief Description Of Proposal:

As presented in the 2016 Capital Budget, the Public Works Department proposes to purchase one International 7500 tandem axle cab and chassis with the snow plow equipment package provided by Burke Truck Equipment for a combined price of \$172,719.90. The proposal provided by Lakeside International is the second highest cost of the three proposals received, with a price difference from the lowest cost proposal of \$4,886.90. The low cost proposal provided by V&H Inc. did not meet the specifications identified in the RFP, and V&H Inc. did not provide any explanation of the differences, as required in the RFP. The RFP allowed for an EQUAL specification with minor variation, and with deviation or variation explanation required.

Current Policy Or Practice:

This is a replacement for the 1995 International plow truck, which has a vehicle points system rating of 34, and qualifies for immediate replacement. The 1995 International plow truck will be sold at auction in 2016.

Impact Of Adopting Proposal:

Capital budget allocation: \$183,000

- Proposed cab & chassis price: \$94,710.90
- Burke Truck Equipment Plow Package Price: \$76,214.00
- Option 2 Dual Spinner: \$1,795.00
- Total Combined Price: \$172,719.90

Balance Remaining: \$10,280.10

Fiscal Estimate:

<p>Fiscal Effect (check/circle all that apply)</p> <p><input checked="" type="checkbox"/> No fiscal effect</p> <p><input type="checkbox"/> Creates new expenditure account</p> <p><input type="checkbox"/> Creates new revenue account</p> <p><input type="checkbox"/> Increases expenditures</p> <p><input type="checkbox"/> Increases revenues</p> <p><input type="checkbox"/> Increases/decreases fund balance _____ Fund</p>	<p>Budget Effect:</p> <p><input checked="" type="checkbox"/> Expenditure authorized in budget</p> <p><input type="checkbox"/> No change to budget required</p> <p><input type="checkbox"/> Expenditure not authorized in budget</p> <p><input type="checkbox"/> Budget amendment required</p> <p>Vote Required:</p> <p><input checked="" type="checkbox"/> Majority</p> <p><input type="checkbox"/> Two-Thirds</p>
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Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57320	832	Tandem Axle Dump Truck w/Plow Equipment	\$183,000			\$183,000
Totals								

Prepared By:

<p>Department: Public Works</p> <p>Prepared By: Daniel Stephany, Director of Public Works</p> <p>Reviewed By: Marc Houtakker, Finance Director</p>	<p>Date: December 22, 2015</p> <p>Date: December 28, 2015</p>
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City of Monona – Public Works & Utilities
 5211 Schluter Road
 Monona, Wisconsin 53716
 Phone: 608-222-2525
 Fax: 608-222-9225
 Website: www.mymonona.com

EQUIPMENT PROPOSAL SUMMARY

Advertisement Date:	November 19, 2015
Proposal Opening Date:	December 11, 2015
Proposal Opening Time:	10:00am
Equipment Proposed:	Tandem Axle Cab & Chassis with Burke Truck & Equipment Snow Plow Package

Vendor Name:	Lakeside International International 7500SBA	Truck Country Freightliner 108SD	V & H Inc. Trucks Western Star 4700SB
Affidavit	Yes	Yes	Yes
Delivery Date	120 days	90 days cab/chassis	45 days cab/chassis
Chassis Price	\$94,710.90	* \$94,491.00	\$89,824.00
Adjusted Chassis Price		** \$ 98,640.00	
Burke Option 1, left side spinner	\$76,214.00	\$76,214.00	\$76,214.00
Burke Option 2, dual spinner	\$1,795.00	\$1,795.00	\$1,795.00
Burke Option 3, center spinner	\$450.00	\$450.00	\$450.00

* Proposed sellers computed total. Additional charges for items that were to be included in proposed price total an additional \$2,300. Charges include delivery charge and 2016 Emissions Certificate. Review of the Truck Country proposal shows an additional \$1,849 to meet engine torque requirements of the specification, which would require a larger size engine.

** Adjusted Chassis Price with required specifications \$98,640.00.

Prepared for:
 Daniel Stephany
 City of Monona
 5211 Schluter Rd
 Monona, WI 53716
 Phone: 608-222-2525

Prepared by:
 John Di novella
 TRUCK COUNTRY OF
 WAUSAU
 2435 TRAILWOOD LANE
 MOSINEE, WI 54455
 Phone: 608-212-3695
 E-Mail:
 johndinovella@truckcountry.com

Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK
 CUM ISL 330 HP @ 2000 RPM, 2200 GOV RPM, 1000
 LB/FT @ 1400 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
 AIRLINER 46,000# REAR SUSPENSION WITH CHAIN
 CLEARANCE
 DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE

20,000# FLAT LEAF FRONT SUSPENSION
 108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
 CAB
 4275MM (168 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1600MM (63 INCH) REAR FRAME OVERHANG
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 90,531	\$	90,531
EXTENDED WARRANTY		\$ 2,550	\$	2,550
DEALER INSTALLED OPTIONS		\$ 1,750	\$	1,750
CUSTOMER PRICE BEFORE TAX		\$ 94,831	\$	94,831

TAXES AND FEES

FEDERAL EXCISE TAX (FET)	\$	(340.0)	\$	(340.0)
TAXES AND FEES	\$	0	\$	0
OTHER CHARGES	\$	0	\$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
BALANCE DUE		(LOCAL CURRENCY) \$ 94,491	\$	94,491

COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.

Prepared for:
 Daniel Stephany
 City of Monona
 5211 Schluter Rd
 Monona, WI 53716
 Phone: 608-222-2525

Prepared by:
 John Di novella
 TRUCK COUNTRY OF
 WAUSAU
 2435 TRAILWOOD LANE
 MOSINEE, WI 54455
 Phone: 608-212-3695
 E-Mail:
 johndinovella@truckcountry.com

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	8130 lbs	6899 lbs	15029 lbs
Dealer Installed Options	0 lbs	0 lbs	0 lbs
Total Weight⁺	8130 lbs	6899 lbs	15029 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

PMU-016	2016 OBD/2010 EPA/CARB/GHG14 ESCALATOR	\$300.00
P73-2FT	STANDARD DESTINATION CHARGE	\$2,000.00

Extended Warranty

WAI-4PJ	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY DC1, 5 YEARS/100,000 MILES/160 000 KM FEX	\$2,050.00
WAX-075	EPA 2013 CUMMINS ISL ENGINE EXTENDED WARRANTY AFTERTREATMENT AT3, 5 YEARS/100,000 MILES/160 000 KM FEX	\$500.00
	Currency Exchange Rate	1.0000
	Total Extended Warranty (Local Currency)	\$2,550.00

Dealer Installed Options

		Weight Front	Weight Rear	Price
00001	RH AIR BAG FRONT SUSPENSION WITH IN CAB CONTROL	0	0	\$1,200.00
00002	TRANSMISSION TCM MOUNTED IN CAB	0	0	\$550.00
	Total Dealer Installed Options	0 lbs	0 lbs	\$1,750.00

**Resolution No. 16-1-2069
Monona Common Council**

**A RESOLUTION RATIFYING THE LIST OF CITY OF MONONA LANDMARK
PROPERTIES**

WHEREAS, Section 2-4-8 of the Code of Ordinances grants the Landmarks Commission the authority to review all potential landmark sites which exemplify or reflect the broad cultural, political, economic, or social history of the nation, state, or community, or are identified with historic personages or with important events in national, state, or local history; and,

WHEREAS, the last action of the Common Council on record regarding landmark properties in the City of Monona was found in the minutes of the October 25, 1979 meeting; and,

WHEREAS, since 1979, the Landmarks Commission has published two books documenting the significance of these Monona landmarks, including more landmarks than were included in the 1979 Common Council minutes, and has physically marked many of those sites with plaques identifying them as City of Monona landmarks; and,

WHEREAS, the Plan Commission and Common Council have adopted a Comprehensive Plan listing more landmarks than were included in the 1979 Common Council minutes; and,

WHEREAS, the Landmarks Commission reviewed the landmarks list at their meeting on October 7, 2015 and wishes to re-affirm them as City of Monona landmark properties with an official action of the Common Council to make the list a matter of record.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the list of properties in the City of Monona, as listed in the 2011 Landmarks Commission publication and the 2004 Comprehensive Plan, and attached hereto as Exhibit A, are ratified as landmarks and landmark sites.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Landmarks Commission – 10/7/15

Council Action:

Date Introduced: 1-4-16

Date Approved: _____

Date Disapproved: _____

Exhibit A

City of Monona Landmark and Landmark Sites - 2015

Adolph Wagner House	4705 Tonyawatha Trail
Black Bridge - Site	Bridge Road
Blooming Grove Town Hall - Site	Monona Drive and Dean Avenue
Bungalows	5805-5807 Winnequah Road
Charles Fix House	4659 Tonyawatha Trail
Chet Clarke House - Site	5000 Monona Drive
Ernie's Trading Post	4500 Winnequah Road
Frank Allis Home / Novitiate	4123 Monona Drive
Fred Schluter Farm - Site	5310 Schluter Road
George Kalbfleisch, Jr. Farm - Site	706 Dean Avenue
George Nichols Farm - Site	6204 Ridgewood Avenue
Knute Reindahl House - Site	4009 Monona Drive
Lambole Cottage	4529 Winnequah Road
Morningside Sanitarium	300 Femrite Drive
Mound - Outlet	Midwood Avenue and Ridgewood Avenue
Mound - Reindahl/Monona	4009 Monona Drive
Mound - Tompkins-Brindler	5805 Monona Drive, Woodland Park
Nichols School	5301 Monona Drive
Otto Schroeder House	4811 Tonyawatha Trail
Royal Airport - Site	W Broadway and Highway 12/18
Springhaven Pagoda	4227 Winnequah Road
Tonyawatha Springs Hotel - Site	4541 Winnequah Road
Tower of Memories	601 E Broadway
William Schlutz Farm - Site	4611 Winnequah Road

Ordinance No. 1-16-673
Monona Common Council

**AN ORDINANCE AMENDING SECTION 13-1-64 OF THE CODE OF ORDINANCES
CONCERNING HISTORIC CONSERVATION**

WHEREAS, section 13-1-64 of the Code of Ordinances requires the Plan Commission to make certain determinations whenever an application for a zoning or occupancy permit involves a landmark; and,

WHEREAS, the Landmark Commission is responsible for designating landmarks in the City and possesses expertise which would be of assistance to the Plan Commission in making the determinations required by section 13-1-64; and,

WHEREAS, the Common Council desires to specify criteria for the designation of landmarks; to provide nonbinding input by the Landmarks Commission to the Plan Commission to assist it in making the determinations required by section 13-1-64; and to additionally require such review when building and demolition permit applications involve landmarks.

NOW, THEREFORE, the Common Council of the City of Monona, Dane County, Wisconsin, do ordain as follows:

SECTION 1. Section 13-1-64 of the Code of Ordinances is hereby amended to read as follows:

Sec. 13-1-64 Historic Conservation.

- (a) **Purpose and Intent.** The protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value are in the public interest. The purpose of historic conservation is to:
- (1) Protect, enhance and perpetuate improvements and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history;
 - (2) Safeguard the city's historic and cultural heritage, as embodied and reflected in such landmarks and historic districts;
 - (3) Stabilize and improve property values;
 - (4) Foster civic pride in the beauty and noble accomplishments of the past;
 - (5) Protect and enhance the city's attractions to residents, tourist and visitors, and serve as a support and stimulus to business and industry;
 - (6) Strengthen the economy of the city; and
 - (7) Promote the use of historic districts and landmarks for the education, pleasure and welfare of the people of the city.
- (b) **Definitions**
- (1) **Landmark.** Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation, and which has been designated as a landmark pursuant to the provisions of this Chapter.
 - (2) **Landmark Site.** Any parcel of land of historic significance due to a substantial value in tracing the history of aboriginal people, or upon which an historic event has occurred, and which has been designated as a landmark site under this Chapter, or a parcel, or part thereof, on which is situated a landmark.
- (c) **Landmarks and Landmark Sites Designation Criteria.** The Landmarks Commission may designate as a landmark or landmark site any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historical, architectural or cultural significance to the city, such as historic structures or sites which:
- (1) Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or

- (2) Are identified with historic personages or with important events in national, state or local history; or
 - (3) Embody distinguishing characteristics or an architectural type specimen inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship; or
 - (4) Are representative of the notable work of a master builder, designer, or architect whose individual genius influenced his or her age; or
 - (5) Represent a unique natural resource or cultural asset to the community that should be preserved.
- (d) **Reports and Recommendations.** The Landmarks Commission shall report to the Common Council any new landmarks and landmark sites it designates and shall recommend procedures for acquisition or preservation of such landmarks and sites.
- (e) **Determination of Effect on Proposed Use or Improvement.** If an application for a zoning, building or demolition permit under this Code involves a landmark or landmark site designated as such by the Landmarks Commission, the Plan Commission shall determine:
- (1) Whether the proposed work would detrimentally change, destroy, or adversely affect any architectural feature of the landmark; and
 - (2) In the case of a new construction, whether the exterior or such construction would be in harmony with the external appearance of other landmarks on the site; and
 - (3) Whether the proposal would significantly alter or destroy the historic characteristics of the landmark or the landmark site.
- (f) **Action on Permit Application.** The permit application shall be first referred to the Landmarks Commission for consideration. The Landmarks Commission shall issue an advisory report to the Plan Commission as to the matters referred to in subsection (e). The Plan Commission shall make a determination as to those matters, after consideration of the Landmarks Commission report, and forward the application with its determination to the appropriate body for action in accordance with section 13-1-182 (Zoning Permits in Single-Family and Two-Family Residence District), 13-1-183 (Zoning Permits in all other Districts), 15-1-23 (Building Permits), and 15-1-83 (Demolition Permits). Notwithstanding the previous sentence, upon the recommendation of the Landmarks Commission, and after consideration of the purpose and intent of this section, if the Plan Commission deems it appropriate, it shall refer the application to the Common Council for consideration of acquisition or preservation of the landmark or landmark site.

SECTION 2. This ordinance shall take effect upon passage and publication as provided by law.

Adopted this ____ day of _____, 2015.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Landmarks Commission – 10/19/15
Drafted By: William S. Cole, City Attorney – 11/6/15
Approved As To Form By: William S. Cole, City Attorney – 11/6/15

Council Action:
Date Introduced: 1-4-16
Date Approved: _____
Date Disapproved: _____

REDLINE SUMMARY OF AMENDMENTS TO EXISTING SECTIONS

Sec. 13-1-64 Historic Conservation.

- (a) **Purpose and Intent.** The protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value are in the public interest. The purpose of historic conservation is to:
- (1) Protect, enhance and perpetuate improvements and districts which represent or reflect elements of the city's cultural, social, economic, political and architectural history;
 - (2) Safeguard the city's historic and cultural heritage, as embodied and reflected in such landmarks and historic districts;
 - (3) Stabilize and improve property values;
 - (4) Foster civic pride in the beauty and noble accomplishments of the past;
 - (5) Protect and enhance the city's attractions to residents, tourist and visitors, and serve as a support and stimulus to business and industry;
 - (6) Strengthen the economy of the city; and
 - (7) Promote the use of historic districts and landmarks for the education, pleasure and welfare of the people of the city.
- (b) **Definitions**
- (1) **Landmark.** Any improvement which has a special character or special historic interest or value as part of the development, heritage or cultural characteristics of the city, state or nation, and which has been designated as a landmark pursuant to the provisions of this Chapter.
 - (2) **Landmark Site.** Any parcel of land of historic significance due to a substantial value in tracing the history of aboriginal people, or upon which an historic event has occurred, and which has been designated as a landmark site under this Chapter, or a parcel, or part thereof, on which is situated a landmark.
- (c) **Landmarks and Landmark Sites Designation Criteria.** The Landmarks Commission may designate as a landmark or landmark site any site, natural or improved, including any building, improvement or structure located thereon, or any area of particular historical, architectural or cultural significance to the city, such as historic structures or sites which:
- (1) Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community; or
 - (2) Are identified with historic personages or with important events in national, state or local history; or
 - (3) Embody distinguishing characteristics or an architectural type specimen inherently valuable for a study of a period, style, method of construction or of indigenous materials or craftsmanship; or
 - (4) Are representative of the notable work of a master builder, designer, or architect whose individual genius influenced his or her age; or
 - (5) Represent a unique natural resource or cultural asset to the community that should be preserved.
- (d) **Reports and Recommendations.** The Landmarks Commission shall report to the Common Council any new landmarks and landmark sites it designates and shall recommend procedures for acquisition or preservation of such landmarks and sites.
- ~~(e)~~(e) **Determination of Effect on Proposed Use or Improvement.** If an application for a zoning, building or ~~occupancy~~demolition permit under this Code involves a landmark or landmark site designated as such by the Landmarks ~~Board, within thirty (30) days,~~Commission, the Plan Commission shall determine:
- (1) Whether the proposed work would detrimentally change, destroy, or adversely affect any architectural feature of the landmark-; and
 - (2) In the case of a new construction, whether the exterior or such construction would be in harmony with the external appearance of other landmarks on the site or nearby-; and
 - (3) Whether the proposal would significantly alter or destroy the historic characteristics of the landmark or the landmark site.
- ~~(f)~~(f) **Action of Determination. ~~If on Permit Application.~~** The permit application shall be first referred to the Landmarks Commission for consideration. The Landmarks Commission shall issue an advisory report to the Plan Commission as to the matters referred to in subsection (e). The Plan

Commission shall make a determination as to those matters, after consideration of Subsection (a);
the Landmarks Commission report, and forward the application with its determination to the
appropriate body for action in accordance with section 13-1-182 (Zoning Permits in Single-Family
and Two-Family Residence District), 13-1-183 (Zoning Permits in all other Districts), 15-1-23
(Building Permits), and 15-1-83 (Demolition Permits). Notwithstanding the previous sentence, upon
the recommendation of the Landmarks Commission, and after consideration of the purpose and intent
of this section, if the Plan Commission deems it appropriate, it shall refer the application to the
Common Council to determine, within thirty (30) days, action for for consideration of acquisition or
preservation of ~~such landmarks~~the landmark or siteslandmark site.

**Resolution No. 16-1-2068
Monona Common Council**

REVISING THE TITLE AND SALARY FOR THE CITY PLANNER POSITION

WHEREAS, the Monona City Council established a salary for the City Planner in 2016, with an increase of 2.5% over the previous year consistent with increases for other department heads; and,

WHEREAS, the City Planner’s salary is well below the minimum salary of area planners; and,

WHEREAS, the City Planner also has a major role guiding economic development and zoning administration; and,

WHEREAS, the City Planner is lead staff to five city committees and a UniverCity project, and also assists with Sustainability Projects; and,

WHEREAS, the City Planner has earned AICP Professional Certification 2015 (American Institute of Certified Planners), and has undertaken lead on major projects including the in-house update of City of Monona’s Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the position of “City Planner/Assistant Economic Development Director” is hereby changed to “City Planner/Economic Development Director” and the salary for this position is increased to \$70,098.83, effective January 1, 2016.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance & Personnel Committee – 1/4/16

Council Action:
Date Introduced: 01-4-16
Date Approved: _____
Date Disapproved: _____

Sonja's current roles:

- City Planner
- Assistant Economic Development Director
- Zoning Administrator
- Floodplain Zoning Administrator
- Assist with Sustainability Projects – UniverCity Year, Sustain Dane MPower Program

Lead staff to 5 city committees, plus involvement in Chamber activities:

- Plan Commission
- Community Development Authority
- Zoning Board of Appeals
- Landmarks Commission
- Joint Review Board

Other accomplishments:

- Earned AICP Professional Certification 2015 (American Institute of Certified Planners)
- Appointment as Board Member to United States Green Building Council (USGBC) – Wisconsin Chapter, 2015
- In-house update of Comprehensive Plan

Municipality/Salary Year	Person/Title	Years Exp.	Salary	Difference
Monona 2015	Reichertz		\$58,600	
Sheboygan Co. 2014	Aaron Brault - Planning Director	5	\$74,000	\$15,400
Stevens Point 2014	Michael Ostrowski – Planning Director	5	\$81,037	\$22,437
Verona 2014	Adam Sayre – Planning Director	7	\$71,400	\$12,800
Franklin 2014	Joel Dietl – Planning Manager	9	\$77,188	\$18,588
Village of Men. Falls 2014	Matthew Dorner – <i>Assistant</i> CD Director/Econ Dev Specialist	9	\$77,813	\$19,213
Sheboygan 2014	Chad Pelishek – Planning Director	13	\$87,000	\$28,400
City of Hartford 2014	John Drew – City Planner	13	\$83,624	\$25,024
Port Washington 2014	Randy Tetzlaff – Director of Planning & Dev	14	\$81,632	\$23,000
Sun Prairie 2014	Scott Kugler – Planning Director	14	\$94,184	\$35,584
Oconomowoc 2014	Jason Gallo - Planner	15	\$89,358	\$30,758
Stoughton 2014	Rodney Scheel – Planning Director	20+	\$97,157	\$38,557
Fitchburg 2014	Tom Hovel – Planning Director	25+	\$91,652	\$33,052
Middleton 2014	Eileen Kelley – Planning Director	25+	\$87,777	\$29,177

**Resolution No. 16-1-2074
Monona Common Council**

**AMENDING THE 2016 OPERATING BUDGET FOR THE CITY
PLANNER/ECONOMIC DEVELOPMENT DIRECTOR SALARY ADJUSTMENT**

WHEREAS, the Common Council changed the position of “City Planner/Assistant Economic Development Director” to “City Planner/Economic Development Director” and increased the salary for this position by \$10,000.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the 2016 Operating Budget is hereby amended to increase the budget line item for planner salaries (account 100-56-56300-110) by \$10,000, FICA (account 100-56-56300-130) by \$765, and Wisconsin Retirement (account 100-56-56300-131) by \$660 for a total of \$11,425.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance & Personnel Committee – 1/4/16

Council Action:
Date Introduced: 01-4-16
Date Approved: _____
Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>16-1-2074</u>
		Ordinance Amendment No. _____

Title:
2016 Operating Budget Amendment for Planning Director Salary Adjustment

Policy Analysis Statement:

Brief Description Of Proposal:

To increase City Planner salary from \$60,098.83 by \$10,000. This change is needed to be more comparable to other Dane County city planners.

Current Policy Or Practice:

Current salary is \$60,098.83.

Impact Of Adopting Proposal:

Increase to 2016 budget is \$11,425. This amount will come out of general fund balance.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Increases revenues
- Increases/decreases fund balance _____ Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Note: The Planning Director salary is split among three funds: 85% is General Fund; 5% is CDA; and 10% is TIF #8. General Fund share only is affected and shown below.

Expenditure/Revenue Changes:

Budget Amendment No. <u>16-1</u>				No Budget Amendment Required				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
100	56	56300	110	Admin Salary	51,084.00	10,000.00		61,084.00
100	56	56300	130	FICA	3,907.93	765.00		4,672.93
100	56	56300	131	Wis. Retirement	3,371.54	660.00		4,031.54
100	49	49300	000	Fund Balance	130,000.00		11,425.00	141,425.00
Totals						11,425.00	11,425.00	

Prepared By:

Department: Planning Prepared By: April Little, City Administrator Reviewed By: Marc Houtakker, Finance Director	Date: December 30, 2015 Date: December 30, 2015
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**Resolution No. 16-1-2070
Monona Common Council**

**A RESOLUTION APPROVING A CONTRACT RENEWAL WITH
EMS MEDICAL BILLING ASSOCIATES, LLC**

WHEREAS, EMS Medical Billing Associates, LLC has served as the billing company for all medical transports for the City of Monona since 2010; and,

WHEREAS, the contract for services expired on December 31, 2014; and,

WHEREAS, the Fire Chief recommends the renewal of the contract; and,

WHEREAS, the new contract has been thoroughly reviewed by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County Wisconsin, that the attached contract for emergency medical transport billing with EMS Medical Billing Associates, LLC is hereby approved.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Fire Chief Scott Sullivan

Council Action:

Date Introduced: 1-19-16

Date Approved: _____

Date Disapproved: _____



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into effective December 1, 2015, by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the "CITY") and the contractor identified below (hereinafter the "CONTRACTOR").

CONTRACTOR:	EMS Medical Billing Associates, LLC
ADDRESS:	9401 West Brown Deer Road, Suite 101
CITY/STATE/ZIP CODE:	Milwaukee, Wisconsin 53224
CONTRACTOR'S REPRESENTATIVE:	Eric Kiefer

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. **SCOPE OF WORK.** The CITY hereby retains the CONTRACTOR, and the CONTRACTOR hereby accepts such engagement, to perform the following:

A) Primary Business Function:

EMS Medical Billing Associates' (EMBA) shall perform the EMS billing functions for the CITY's EMS services. The CITY shall provide patient care data to EMBA via paper or electronic means, at which time EMBA shall prepare and submit invoices for those services to governmental and commercial insurance carriers electronically, as well as paper invoices to private pay individuals. Once EMBA receives the CITY's patient care data, EMBA shall handle, at its expense, all aspects of the billing cycle, including requests for documents from attorney firms and insurance companies. EMBA shall maintain a nationwide toll free phone number for patients to contact EMBA regarding their bill and an interactive website in which patients can submit insurance information to EMBA or pay their bill online.

B) The Billing Cycle:

Claims that are submitted to EMBA with complete insurance and medical necessity information shall be billed out by the 3rd day after receipt. Payment from governmental payers can be expected within 45 days and shall be direct deposited from those payers into the CITY's bank account. Payment from non-governmental payers can be expected in 45-90 days and shall be deposited remotely from EMBA into the CITY's bank account. If claims are not paid or addressed in a timely manner, EMBA shall perform follow-up work to facilitate payment, including phone calls to insurance companies and patients. EMBA shall send monthly statements to patients when the balance is due from the patient; EMBA works with patients to set up payment plans or arrange hardship requests when full payment can't be made. EMBA pursues claims through the delinquency stage, and if authorized by the CITY, accounts shall be forwarded to an external collection agency for further processing. Also with the consent of the the CITY, EMBA shall take all reasonable action to collect all amounts due through the Wisconsin Tax Refund Intercept Program.

C) Payments:

During all times this AGREEMENT is in force EMBA shall maintain its licensure as a licensed collection agency in Wisconsin, to the extent required by law. Payments for CITY services shall be received at EMBA's office, and EMBA shall negotiate payment plans with patients as authorized by

the CITY. Governmental insurance payments (Medicare, Medicaid) and commercial insurance payments for which it is possible shall be direct deposited to the CITY's bank account. EMBA shall use secure remote deposit capture to remote deposit all CITY payments received at its office. Physical checks shall be secured in a safe until the checks clear payment, at which point they shall be shredded in-house. The CITY shall be provided detailed monthly reports to account for all charges, payments and adjustments; reports shall be provided in electronic format, or mailed upon request of the CITY.

D) Technology:

EMBA shall provide the CITY with electronic patient care reporting software to comply with the state's reporting requirements under the Wisconsin Ambulance Run Data System, to include permitting field EMTs to enter patient care data electronically, so as to improve the data collected on every EMS call

E) Compliance with CMS and HIPAA:

EMBA shall strictly adhere to all applicable laws, rules and regulations including but not limited to HIPAA and those set forth by the Centers for Medicare and Medicaid Services (CMS), and regularly communicate those rules to the CITY. In-person training shall be conducted by EMBA immediately upon contract execution so the CITY's EMTs and officers are fully aware of applicable legal requirements. EMBA shall conduct mandatory weekly in-house training sessions to keep all of its billers and management educated on the latest rules and changes.

HIPAA compliance shall be a priority for EMBA. All document requests shall be accompanied by a signed waiver from the patient, or his/her representative; no verbal requests for documents shall be honored. Callers must provide specific information about their account prior to discussion of any account details. EMBA shall maintain a compliance program for the "Red Flag" rules that deal with identity theft, as well as the "HI TECH" rules that deal with the securing computer hardware and software to protect against identity theft.

2. CONSIDERATION. In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, the CONTRACTOR shall receive the following consideration:

The CONTRACTOR shall be paid a fee based on the following fee structure:

A.	Annual Billing Software Support:	\$200
B.	Billing and Internal Collections Fee:	7% of net monthly payments
C.	External Collections Fee:	22% of net monthly payments
D.	TRIP Collections Fee:	22% of net monthly payments
E.	Annual Support ImageTrend Field Bridge:	\$400
F.	ImageTrend Elite Transition:	\$2,000
G.	Credit Card Processing:	100% of monthly processing fees

The CONTRACTOR shall not increase its fee for term of the AGREEMENT

INCLUDED TRAINING: CONTRACTOR will provide the following annual training at no cost to the CITY. Total annual training time is 2 hours during 1 on-site visit and will include: One annual Refresher Training of Field Bridge/Elite Documentation and Billing Documentation

ADDITIONAL TRAINING: CITY agrees to compensate CONTRACTOR the fee of one thousand dollars (\$1,000) per 8-hour day, plus fifty dollars (\$50.00) per hour travel expenses for any training requested beyond the training listed above.

SOFTWARE TECHNICAL SUPPORT: CONTRACTOR will fully support the ImageTrend software during the term of this agreement. Any and all other software support requests will be charged at a fee of One Hundred Twenty-Five (\$125.00) dollars per hour. CONTRACTOR will determine if remote support or on-site support is required. Should on-site support be necessary, travel expenses of \$50.00 per hour will apply.

HARDWARE SUPPORT: CITY agrees to compensate CONTRACTOR the fee of One Hundred Twenty-Five (\$125.00) per hour for any and all hardware support requests. Travel expenses of Fifty dollars (\$50.00) per hour apply for on-site support. CONTRACTOR will determine if remote support or on-site support is required.

The CONTRACTOR shall not increase its fee for term of the AGREEMENT.

The CITY will not provide any fringe benefits. The CONTRACTOR agrees to provide monthly billings in a form acceptable to the CITY. Payment shall be due 25 days after the date of invoice.

3. TERM/TERMINATION. The term of this Agreement shall commence on December 1, 2015 and terminate on December 31, 2018. This Agreement and all its terms and conditions, without change, will automatically renew for additional one (1) year periods unless written notice of termination is provided and received by either the CITY or CONTRACTOR no less than thirty (30) days prior to the end of the then-current term. Either party shall have the right to terminate this Agreement for reason of breach of the terms as stated in Addendum A and in this Agreement or the Exhibit A by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. CONTRACTOR shall, following such ninety (90) days, continue to forward to CITY all money received on CITY'S behalf, subject to receipt of the fee provided for herein. In the event of termination, the CITY will pay the CONTRACTOR for all completed services prior to termination of this AGREEMENT.

4. REPRESENTATIVES.

A. CONTRACTOR'S REPRESENTATIVE: The CONTRACTOR agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by the CONTRACTOR'S REPRESENTATIVE. In the event the CONTRACTOR'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another CONTRACTOR'S REPRESENTATIVE.

B. CITY'S REPRESENTATIVE: All dealings between the CITY and the CONTRACTOR with respect to the subject matter of this AGREEMENT shall be with the CITY ADMINISTRATOR.

5. INDEPENDENT CONTRACTOR STATUS. The parties agree that the relationship of the CONTRACTOR to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of the CONTRACTOR in determining the means by which its obligations under this AGREEMENT shall be performed. The CONTRACTOR shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its

employees. Any persons whom the CONTRACTOR provides for service under this AGREEMENT are employees and/or the responsibility of the CONTRACTOR and are not employees or the responsibility of the CITY. The CONTRACTOR shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. The CONTRACTOR shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The CONTRACTOR hereby agrees to furnish the CITY with its taxpayer identification number (or social security number) prior to commencement of work under this AGREEMENT. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the CONTRACTOR from the CITY.

- 6. INDEMNITY AND HOLD HARMLESS.** The Parties agree to indemnify, hold harmless and defend the other party, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's performance of, or failure to perform, the work provided under this AGREEMENT, but only to the extent caused in whole or in part by the negligent acts or omissions of the indemnifying party, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this AGREEMENT. The indemnifying party shall reimburse the other party, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Nothing contained within this agreement is intended to be a waiver or estoppel of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statute sections 893.80, 895.52 and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

- 7. INSURANCE.** Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.
- 8. PROJECT DOCUMENTS AND REPORTS.** All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the CONTRACTOR. The CONTRACTOR is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the CITY, the CONTRACTOR shall provide to the

CITY, any and all documents in the CONTRACTOR'S possession or control pertaining to the work performed pursuant to this AGREEMENT, which are subject to release under Wisconsin's Open Records Law. The CONTRACTOR agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by the CONTRACTOR to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

9. **ERRORS, OMISSIONS OR DEFICIENCIES.** CONTRACTOR shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the CONTRACTOR is responsible for any errors, omissions, or deficiencies.
10. **CITY RATES AND FEES.** CITY will provide CONTRACTOR with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement or within Ten (10) days of the effective date of any subsequent change. CONTRACTOR agrees to implement CITY'S billing rates within five (5) business days of written notification to the CONTRACTOR.
11. **COMPENSATION FOR ADDITIONAL SERVICES.** For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, CITY and CONTRACTOR shall agree upon a fee and payment schedule prior to commencement of additional services.
12. If CITY fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, CONTRACTOR may, after giving seven (7) days written notice to CITY, suspend services under this Agreement until all amounts are paid in full.
13. **ACTS AND OMISSIONS.** Neither CITY nor CONTRACTOR are responsible for any acts or omissions of the other party or the other party's officers and employees.
14. **DATA NOT PROVIDED BY CONTRACTOR.** CONTRACTOR is not responsible for the accuracy of the data provided by CITY.
15. **HARDSHIP REQUESTS: CONTRACTOR** agrees to submit all requests for hardship write-offs in writing to CITY within 10 days of being instructed by the patient. CITY agrees to provide a written decision to the CONTRACTOR within 60 days of receiving the hardship request, or CONTRACTOR reserves the right to pursue the account as CONTRACTOR sees fit.
16. **MISCELLANEOUS PROVISIONS.**
 - A. **ENTIRE AGREEMENT:** This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties. The provisions of Addendum A, attached hereto, are incorporated into and made a part of this AGREEMENT.
 - B. **PARTIES BOUND:** This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the CONTRACTOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.
 - C. **GOVERNING LAW AND VENUE:** This AGREEMENT shall be governed by, construed and

interpreted in accordance with the law of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in Dane County, Wisconsin.

- D. HEADINGS AND REFERENCES: The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.
- E. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.
- F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE identified in paragraph 4.B., City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S REPRESENTATIVE at the address identified on page 1.
- G. SAFETY AND SECURITY: The CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. The CONTRACTOR shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the CONTRACTOR shall at all times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.
- H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein.
- I. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.
- J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this AGREEMENT to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

K. NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

CITY OF MONONA

By: _____
Robert E. Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

APPROVED AS TO SUFFICIENCY OF FUNDS

April Little, Comptroller

Date

CONTRACTOR

By: Paula S. Blumeister
Paula S. Blumeister, CFO
(Name & Title)

12/10/15
Date

By: _____

Date

(Name & Title)

EXHIBIT A
INSURANCE REQUIREMENTS

Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Worker's Compensation and Employer's Liability Insurance—The CONTRACTOR shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The CONTRACTOR shall provide statutory coverage for work related injuries and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease (policy limit), and \$1,000,000 disease (each employee).

Commercial General Liability and Automobile Liability Insurance—The CONTRACTOR shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—The CONTRACTOR shall maintain limits no less than the following:

1. General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the CITY) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises occupied or used by the CONTRACTOR; and vehicles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. For any claims related to this project, the CONTRACTOR'S insurance shall be primary insurance as respects the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this AGREEMENT shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the CONTRACTOR, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the CITY.
6. Such liability insurance shall indemnify the CITY against loss from liability imposed by law upon, or assumed under contract by, the CONTRACTOR for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the CITY, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the CITY. At the option of the CITY, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance—Prior to the CONTRACTOR'S commencement of work under the AGREEMENT, the CONTRACTOR shall file with the CITY a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this AGREEMENT. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The CONTRACTOR shall, upon demand of the CITY, deliver to the CITY such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that the CONTRACTOR employs other contractors (sub-contractors) as part of the work covered by this AGREEMENT, it shall be the CONTRACTOR'S responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

ADDENDUM "A"

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**THE CITY OF MONONA
A Municipal Corporation,**

And

**EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company
SCOPE OF WORK AND RESPONSIBILITIES**

A. SCOPE OF SERVICES. CITY shall:

Submit to **CONTRACTOR** an electronic run report or, if not capable by US Postal Service, fax or other electronic media, a paper "run sheet" which provides the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
- 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction of the electronic patient care export, **CITY** agrees to provide said data to **CONTRACTOR** via U.S. Postal service, fax or other electronic media.

B. SCOPE OF SERVICES. CONTRACTOR shall:

1. Bill patients or their insurance provider (including Medicare and/or Medicaid), up to three times (1st, 2nd, and 3rd notices), for emergency medical services rendered by the City of _____ Monona _____. In the event of partial payment from an insurance company or Medicaid or Medicare, the **CONTRACTOR** shall bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible and reported to the **CITY** by the **CONTRACTOR**. **CONTRACTOR** will continue to attempt to collect on those accounts.

3. Determine the charges based on:
 - a. Criteria established by **CITY**;
 - b. Government (Medicare and Medicaid) rules and regulations; and ,
 - c. Patient and incident information received from **CITY**.
4. Print, and as necessary, fold, stuff, and mail bills for emergency medical services provided by **CITY**.
5. Respond to patient questions and requests for billing information.
6. Process and mail each bill within three (3) calendar days after the information is received by the **CONTRACTOR** from **CITY**.
7. Maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CITY**.
8. **CITY** authorizes **CONTRACTOR** to be the payee address and correspondence address. All payments and correspondence will be made out in the **CITY'S** name. **CONTRACTOR** will have deposit privileges only to a bank account specified by the **CITY**.
9. Submit claims electronically to Medicare, Medicaid and any insurance companies capable of accurately receiving such claims.
10. Provide technical support for the duration of the Agreement. Support shall include, but not limited to, resolving problems related to billing, collection and administrative matters.
11. Provide documentation to support accounts designated as uncompensated care write-offs as determined by policies defined by **CITY**.
12. Submit monthly detail transactions reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by **CITY**.
13. Keep **CITY** informed of proposed or pending legal issues that may affect billings or the billing process with regard to State and Federal regulations.
14. Accept information transactions from the software program that

CITY uses for Emergency Medical Service reporting and bill accordingly.

- 15.** Furnish upon request and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement. The parties hereto agree as outlined.

**Resolution No. 16-1-2071
Monona Common Council**

**PURCHASE APPROVAL OF A 2016 PIERCE ENFORCER PUC TRIPLE
COMBINATION PUMPER RESCUE**

WHEREAS, maintaining an up-to-date fire department response fleet is essential in order to provide the high level of fire protection that Monona residents have come to rely on; and,

WHEREAS, the 2016 Capital budget includes \$600,000 for the replacement of the 1996 Pierce Saber fire engine; and,

WHEREAS, per Resolution 15-11-2053, adopted December 12, 2015, the City Council approved the single sourcing of the new fire engine; and,

WHEREAS, the 1996 Pierce Saber engine will be sold for the estimated price of \$25,000.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the Monona Fire Department is hereby authorized to order and purchase one (1) 2016 Pierce Enforcer PUC triple combination pumper rescue for the base price of \$599,755 with an interest discount of \$22,513 and a chassis discount of \$8,627 for a net price of \$568,615.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Requested By: Fire Chief Scott Sullivan

Council Action:

Date Introduced: 1-19-16

Date Approved: _____

Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>16-1-2071</u>
		Ordinance Amendment No. _____

Title: New Fire Engine

Policy Analysis Statement:

Brief Description Of Proposal:

The City Council approved \$549,000 in the 2016 Capital Budget for a new Engine 2. The 2016 budget amount was determined by the following:

Purchase Price	600,000
Sale of old Engine	25,000
Estimated Discount	<u>26,000</u>
2016 Budget	\$ <u>549,000</u>

The proposed purchase price is within the 2016 approved capital budget amount:

Purchase Price	599,755
Actual Discount	<u>31,140</u>
Net Price	568,615
Estimated Sale	<u>25,000</u> (TBD after we take ownership of the new engine)
Estimated final Price	\$ <u>543,615</u>

If the old engine sells for the estimated amount of \$25,000, the City would save \$5,385 on this budget item.

Current Policy Or Practice:

Part of approved 2016 Capital Budget

Impact Of Adopting Proposal:

See Attached description

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
- Creates new expenditure account
- Creates new revenue account
- Increases expenditures
- Increases revenues
- Increases/Decreases fund balance Capital Budget Fund

Budget Effect:

- Expenditure authorized in budget
- No change to budget required
- Expenditure not authorized in budget
- Budget amendment required

Vote Required:

- Majority
- Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Purchase of the proposed Engine addresses the need to replace the current vehicle and reduces the probability maintenance expenses

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57230	813	Fire Truck	549,000			549,000
				Totals				

Prepared By:

Department: Fire Department
 Prepared By:
 Reviewed By: Marc Houtakker

Date:
 Date: 1/14/16

City of Monona
CAPITAL IMPROVEMENTS REQUEST FORM

1. **Project Name:** Engine 2 Replacement
2. **Year Proposed:** 2016 **Rank:** 1
3. **Requested By:** Fire/Public Safety Committee
4. **Prepared By:** Scott Sullivan, Fire Chief

5. Project Description and Justification:

This project replaces Engine 2, a 1996 Pierce Saber. NFPA 1901 Standard for Automotive Fire Apparatus, recommends that fire apparatus greater than 15yrs old that have been properly maintained and that are still in serviceable condition be placed in reserve status and upgraded in accordance with NFPA 1912 Standard for Fire Apparatus Refurbishing, to incorporate as many features as possible of the current fire apparatus standard. Experience has shown that refurbishing fire apparatus that is over 20yrs old, other than to paint or repair the apparatus is a very poor investment.

Engine 4, a 2003 Pierce Saber will be moved to the second out engine until 2023 when it is scheduled to be replaced. The new Engine 2 will be used as the primary engine for all fire and EMS calls.



6. **Total Project Cost:** \$549,000

**Resolution No. 16-1-2072
Monona Common Council**

**APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT WITH
VANDEWALLE & ASSOCIATES, INC. FOR SERVICES RELATED TO THE MIXED-
USE WATERFRONT REDEVELOPMENT PROJECT**

WHEREAS, the City plans a large mixed-use waterfront redevelopment on 7.4 acres of property it now owns or controls in the Bridge Road/Broadway area; and,

WHEREAS, the City previously contracted with Vandewalle & Associates to provide professional planning services for the development of this project. The contract expired on December 31, 2015. The City desires to extend the contract for an additional one-year period under the same terms and conditions.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin that the attached agreement with Vandewalle & Associates for services related to the mixed-use waterfront redevelopment project is hereby approved.

Adopted this ____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

Joan Andrusz
City Clerk

Approval Requested By: City Planner Sonja Reichertz

Council Action:

Date Introduced: 1-19-16

Date Approved: _____

Date Disapproved: _____



INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is entered into effective as of the last date of signature by and between the City of Monona, a Wisconsin municipal corporation (hereinafter the "CITY") and the contractor identified below (hereinafter the "CONTRACTOR").

CONTRACTOR: Vandewalle & Associates, Inc.
ADDRESS: 120 E. Lakeside Street
CITY/STATE/ZIP CODE: Madison, WI 53715
CONTRACTOR'S REPRESENTATIVE: Scott Harrington

In consideration of the mutual covenants contained in this AGREEMENT and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. SCOPE OF WORK. The CITY hereby retains the CONTRACTOR, and the CONTRACTOR hereby accepts such engagement, to perform the following:

Provide professional planning services to the CITY for the development of the Waterfront Redevelopment Area, including but not limited to development of a master plan and strategy services, as set forth in detail in Exhibit B, attached and incorporated hereto.

If the CITY tendered a Request for Proposals to the CONTRACTOR for the above work (hereinafter referred to as the "RFP"), all work shall comply with all specifications set forth in the RFP, and the CONTRACTOR's response to said RFP (hereinafter referred to as the "RESPONSE"), both of which are incorporated into this AGREEMENT as if set forth in full herein. In the event of any conflict between the provisions of this AGREEMENT and either or both the RFP or RESPONSE, the provisions of the AGREEMENT shall control. In the event of any conflict between the provisions of the RFP and the RESPONSE, the provisions of the RFP shall control.

All work shall be substantially completed within 90 days of the effective date of this AGREEMENT unless otherwise indicated here: December 31, 2016.

2. CONSIDERATION. In consideration of satisfactorily providing the services outlined in SECTION 1 of this AGREEMENT, the CONTRACTOR shall receive the following consideration:

All work shall be billed on a time and materials basis. All time shall be charged at the rates set forth in the rate sheet attached and incorporated herein as Exhibit C. All material, equipment and supplies shall be charged to the CITY at the CONTRACTOR'S cost with no markup. Notwithstanding the previous three sentences, all work shall be completed in a total amount not to exceed \$120,000.

The CITY will not provide any fringe benefits. The CONTRACTOR agrees to provide monthly billings in a form acceptable to the CITY. Payment shall be due 30 days after the date of invoice. The final 20% of compensation due to the CONTRACTOR shall not be paid until acceptance by the CITY of the final product.

3. TERM/TERMINATION. The term of this AGREEMENT shall commence on January 1, 2016 and terminate on the 31st day of December, 2016. The CITY reserves the right to terminate this AGREEMENT at

any time for the convenience of the CITY upon 30 days written notice to the CONTRACTOR. In the event of termination, the CITY will pay the CONTRACTOR for all satisfactorily completed services prior to termination of this AGREEMENT.

4. REPRESENTATIVES.

A. CONTRACTOR'S REPRESENTATIVE: The CONTRACTOR agrees that all services and activities performed pursuant to this AGREEMENT will be coordinated and directed by the CONTRACTOR'S REPRESENTATIVE. In the event the CONTRACTOR'S REPRESENTATIVE is unable to serve in the above-described capacity, the CITY may accept another CONTRACTOR'S REPRESENTATIVE or terminate this AGREEMENT, at its option.

B. CITY'S REPRESENTATIVE: All dealings between the CITY and the CONTRACTOR with respect to the subject matter of this AGREEMENT shall be with the CITY ADMINISTRATOR unless otherwise indicated here: _____.

5. INDEPENDENT CONTRACTOR STATUS. The parties agree that the relationship of the CONTRACTOR to the CITY created by this AGREEMENT shall at all times be that of an independent contractor. The CITY expressly relies upon the professional judgment of the CONTRACTOR in determining the means by which its obligations under this AGREEMENT shall be performed. The CONTRACTOR shall not be deemed an employee for any purpose (including Federal or State tax purposes) nor be entitled to participate in any plans, arrangements or distributions made by the CITY pertaining to or in connection with any bonus, health or other insurance plan or pension or profit sharing plan maintained by the CITY for the benefit of its employees. Any persons whom the CONTRACTOR provides for service under this AGREEMENT are employees and/or the responsibility of the CONTRACTOR and are not employees or the responsibility of the CITY. The CONTRACTOR shall not, at any time, represent itself to be anything other than an independent contractor with regard to the CITY. The CONTRACTOR shall be solely responsible for all federal and state obligations resulting from all payments received including, but not limited to, State and Federal income taxes and social security taxes.

Neither party shall be considered the agent of the other and absent further written authorization, neither party has general authority to enter into contracts, assume any obligation or make any warranties or representations on behalf of the other.

The CONTRACTOR hereby agrees to furnish the CITY with its taxpayer identification number (or social security number) prior to commencement of work under this AGREEMENT. Failure or delay in furnishing social security numbers or taxpayer identification numbers may result in the withholding of amounts due to the CONTRACTOR from the CITY.

6. INDEMNITY. The CONTRACTOR agrees to indemnify, hold harmless and defend the CITY, its elected and appointed officials, officers, employees and agents from any and all claims, suits, damages, losses, and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from the CONTRACTOR's performance of, or failure to perform, the work provided under this AGREEMENT, but only to the extent caused in whole or in part by the negligent acts or omissions of the CONTRACTOR, or anyone acting under its direction or control, or on its behalf. This indemnity provision shall survive the termination or expiration of this AGREEMENT. The CONTRACTOR shall reimburse the CITY, its elected and appointed officials, officers, employees and agents for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

7. INSURANCE. Unless otherwise specified in this AGREEMENT, the CONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the work under this AGREEMENT insurance coverage as set forth in Exhibit A attached hereto.

8. PROJECT DOCUMENTS AND REPORTS. All documents and reports, estimates, and graphics generated pursuant to this AGREEMENT, completed or partially completed, shall become the property of the CITY upon completion or termination of this AGREEMENT.

Following termination of this AGREEMENT for any reason, it is mutually agreed all documents and reports, estimates, and graphics may be used by the CITY as it sees fit, or by another consultant retained by the CITY for the purpose of proceeding with the project without further or additional obligation or compensation to the CONTRACTOR. The CONTRACTOR is not responsible for the re-use of any documents pertaining to this AGREEMENT, which shall be at the CITY'S sole risk, except as to any errors or omissions for which the CONTRACTOR would be liable without regard to the secondary use of the documents.

Subject to the provisions of Wisconsin's Open Records Law, the CITY shall at all times reserve the right to release all information concerning the project, as well as the time, form and content of the information. Within 10 days of request by the CITY, the CONTRACTOR shall provide to the CITY, any and all documents in the CONTRACTOR'S possession or control pertaining to the work performed pursuant to this AGREEMENT. The CONTRACTOR agrees to indemnify the CITY and pay any and all costs, expenses (including reasonable attorney fees), fees, and damages incurred by, or assessed against, the CITY which arise or result from a failure by the CONTRACTOR to timely provide all such documents to the CITY. This reservation and indemnity shall survive the expiration or termination of this AGREEMENT.

9. MISCELLANEOUS PROVISIONS.

A. ENTIRE AGREEMENT: This AGREEMENT supersedes any and all agreements previously made between the parties relating to the subject matter of this AGREEMENT and there are no understandings or agreements other than those incorporated in this AGREEMENT. This AGREEMENT may not be modified except by an instrument in writing duly executed by all the parties.

B. PARTIES BOUND: This AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. It is expressly understood the CONTRACTOR may not assign any rights or obligations under this AGREEMENT without the prior written consent of the CITY.

C. GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by, construed and interpreted in accordance with the law of the State of Wisconsin. Any legal action arising out of this AGREEMENT shall be venued in Dane County, Wisconsin.

D. HEADINGS AND REFERENCES: The headings used in this AGREEMENT are for convenience only and shall not constitute a part of this AGREEMENT. Unless the context clearly requires otherwise, all references to subdivisions are to subdivisions of this AGREEMENT.

E. SEVERABILITY: If any provision of this AGREEMENT shall under any circumstances be deemed invalid or inoperative, this AGREEMENT shall be construed with the valid or inoperative provision deleted and the rights and obligations construed and enforced accordingly.

F. NOTICE: Notices shall be deemed delivered as of the date of postmark if sent by certified mail, postage prepaid. Notices to the CITY shall be addressed to the CITY'S REPRESENTATIVE identified in paragraph 4.B., City of Monona, 5211 Schluter Road, Monona, WI 53716. Notices to the CONTRACTOR shall be addressed to the CONTRACTOR'S REPRESENTATIVE at the address identified on page 1.

G. SAFETY AND SECURITY: The CONTRACTOR shall execute and maintain its work so as to avoid injury or damage to any person or property. The CONTRACTOR shall implement all reasonable safety measures applicable to the work contracted herein. In carrying out its work, the CONTRACTOR shall at all

times exercise all necessary precautions for the safety of its employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local legal requirements.

H. DELAYS AND WAIVER: The failure of any party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this AGREEMENT shall not be construed as a waiver or relinquishment of the future performance of any other term, covenant or condition, but the defaulting party's obligation with respect to future performance of any other terms shall continue in full force and effect. The failure of any party to take any action permitted by this AGREEMENT to be taken by it shall not be construed as a waiver or relinquishment of its right thereafter to take such action.

I. NEUTRAL CONSTRUCTION: The parties acknowledge that this AGREEMENT is the product of negotiations between the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have it reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this AGREEMENT shall be construed more strictly for or against either party because that party's attorney drafted this AGREEMENT or any part hereof.

J. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performance under this AGREEMENT to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT effective as of the last date of signature below.

CITY OF MONONA

By: _____
Robert E. Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

APPROVED AS TO SUFFICIENCY OF FUNDS

April Little, Comptroller

Date

CONTRACTOR

By: _____

Date

(Name & Title)

EXHIBIT A
INSURANCE REQUIREMENTS
Professional Services

Unless otherwise specified in this Agreement, the Contractor shall, at its sole expense, maintain in effect at all times during the performance of the work, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

Professional Liability Insurance. The Contractor and its consultants retained under the terms of this Contract, shall procure and maintain professional liability insurance providing for payment of the insured's liability for errors, omissions or negligent acts arising out of the performance of the professional services required under this Contract. The Contractor shall provide up-to-date, accurate professional liability information to the City, including amount of insurance, deductible, carrier and expiration date of coverage. Upon request by the City, the Contractor shall furnish the City with a Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. Such certificate shall also contain substantially the following statement: "The insurance covered by this certificate shall not be canceled, the coverage changed or reduced by endorsement, by the insurance company, except after 30 calendar days written notice has been received by the City of Monona." The Contractor shall not cancel or materially alter this coverage without prior written approval by the City. The Contractor shall be responsible for consultants maintaining professional liability insurance during the life of their Agreement. The Contractor shall maintain coverage limits of no less than \$1,000,000 of combined indemnity and defense cost coverage per claim.

Worker's Compensation and Employer's Liability Insurance—The Contractor shall cover or insure under the applicable labor laws relating to worker's compensation insurance, all of its employees in accordance with the laws in the State of Wisconsin. The Contractor shall provide statutory coverage for work related injuries and employer's liability insurance with limits of the greater of (1) \$500,000 each accident, \$500,000 disease (policy limit), and \$500,000 disease (each employee), or the minimum required by law.

Commercial General Liability and Automobile Liability Insurance—The Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage—Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

Limits—The Contractor shall maintain limits no less than the following:

1. *General Liability—One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City) or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.*
2. *Automobile Liability—One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the AGREEMENT.*

Required Provisions—The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises occupied or used by the Contractor; and vehicles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.

2. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers shall not contribute to it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled, modified or reduced by the insurance carrier or the Contractor, except after sixty (60) days (10 days for non-payment of premium) prior written notice by U.S. mail has been given to the City.
6. Such liability insurance shall indemnify the City against loss from liability imposed by law upon, or assumed under contract by, the Contractor for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
7. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment and blanket contractual liability. The automobile liability policy shall cover all owned, non-owned, and hired vehicles. All of the insurance shall be provided on policy forms and through companies satisfactory to the City, and shall have a minimum A.M. Best's rating of A-VII.

Deductibles and Self-Insured Retentions—Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Evidences of Insurance—Prior to the Contractor's commencement of work under the Agreement, the Contractor shall file with the City a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence **shall include** an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1-7.

The Contractor shall, upon demand of the City, deliver to the City such policy or policies of insurance and the receipts for payment of premiums thereon.

Sub-Contractors—In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this Agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

EXHIBIT B

CITY OF MONONA WATERFRONT REDEVELOPMENT SITE

SCOPE OF SERVICES 2016 DEVELOPMENT MANAGEMENT ASSISTANCE

Vandewalle & Associates will provide the following services based on the Project Work Plan and as directed by the City. All work will be performed on a time and materials basis with the total budget not to exceed \$120,000. In general, Vandewalle & Associates will attempt to provide a consistent level of effort each month (with some variability as necessitated by the project and as directed by the City) but in no case shall the total budget be exceeded without prior authorization of the City. Additional, discrete tasks shall be by separate work orders with specific scopes and budgets. This Work Order will be in effect from January 1, 2016, through December 31, 2016.

WORK ELEMENT ONE: DEVELOPER AND TENANT RECRUITMENT

Vandewalle & Associates will help to recruit developers and businesses consistent with the targeted uses identified in the Master Plan.

- 1.1 Assist City staff and the CDA in identifying specific developers, businesses and tenants for the individual development sites identified on the Master Plan
- 1.2 Preparation of developer and business recruitment materials
- 1.3 Direct recruitment and outreach to qualified developers and businesses

WORK ELEMENT TWO: DEVELOPMENT PROJECT EVALUATION

Vandewalle & Associates will assist in evaluating individual development proposals for consistency with the approved Master Plan.

- 2.1 Review and comment on proposed development designs, pro formas, and financial assistance requests
- 2.2 Prepare pre-development agreement “term sheets”
- 2.3 Advise and assist in negotiating and preparing development agreements
- 2.4 Coordinate public improvements in concert with developers and their design teams including schematic design and preliminary cost estimates, environmental site analysis, specification of site amenities, site access and circulation, and architectural programming.

WORK ELEMENT THREE: REDEVELOPMENT MANAGEMENT & IMPLEMENTATION

Vandewalle & Associates will assist the City with overall project management to implement the Master Plan in terms of the individual development projects, public improvements, phasing and cash flow.

- 3.1** Prepare and track project action steps, timelines, and budgets
- 3.2** Attend and participate in monthly Waterfront Work Group meetings, including preparation of agendas and meeting summaries
- 3.3** Participate in regular meetings/tele-conferences with City staff to report on progress of previous assignments and discuss current needs and issues
- 3.4** Prepare for and attend one CDA meeting per month
- 3.5** As requested, prepare for and attend other Monona public meetings
- 3.6** Assist in meetings with property owners to communicate the City's vision and commitment to redevelopment
- 3.7** Identify tasks requiring outside consultant services, define their scopes of work, and assist with consultant solicitation and selection
- 3.8** Coordinate with City staff and other City consultants - including but not limited to TIF/financial analysts, civil engineers, environmental engineers, and attorneys – and review and comment on project designs and preliminary cost estimates, environmental site analyses, specifications of site amenities, site access and circulation, architectural programming, and project schedules
- 3.9** Assist with the guiding the assessment and remediation of Brownfield sites including:
 - a. Brownfields redevelopment grant procurement and administration, including the preparation of grant applications, quarterly progress reports and reimbursement requests, and all scope, personnel, and budget amendments required by the funding agency
 - b. Conducting community involvement and outreach activities, which may include public meetings and preparing written project fact sheets, press releases, and quarterly reports to agency partners that require these outreach efforts as part of their grant programs
 - c. Assistance with oversight of environmental consultant's activities and remedial options to be investigated that best fit the desired end uses for the project
- 3.10** Prepare project status reports and public communications materials

WORK ELEMENT FOUR: PUBLIC IMPROVEMENT DESIGN & CONSTRUCTION

Using the approved Master Plan as a base, Vandewalle & Associates will assist with preparing more detailed designs and specifications for proposed public improvements and work with City-selected engineers, architects and artists through final plan preparation and construction.

- 4.1 Prepare more detailed public space and streetscape improvement plans and cost estimates
- 4.2 Assist the City in selecting qualified engineers, architects, artists, and other design professionals to prepare construction plans and documents and oversee construction
- 4.3 Assist the City in guiding the selected engineers, architects and artists including the review and comment on proposed space programming, designs, cost estimates, specification of site amenities, materials, colors, etc.
- 4.4 Prepare updates to the Master Plan and project cost estimates as new information becomes available
- 4.5 Coordinate with state, and federal regulatory agencies regarding public improvement options and permitting requirements

WORK ELEMENT FIVE: PROJECT RESOURCE PROCUREMENT

Vandewalle & Associates will assist in aligning project components with potential funding sources.

- 5.1 Work with local, state, and federal agencies and private organizations to identify grant opportunities
- 5.2 Develop and implement a robust funding strategy for all project elements and coordinate public/private financing with City financial consultant
- 5.3 Prepare grant applications (may require a separate work order depending on the application requirements)
- 5.4 Assist with grant administration, reporting and close-out
- 5.5 Evaluate the feasibility of establishing a Business Improvement District
- 5.6 Conduct initial Tax Increment Financing feasibility (creation of a TIF district shall be through a separate work order)

Fee Schedule



Vandewalle & Associates is focused on providing our clients with projects that provide excellent value and clear direction.

Billing rates by position and charges for other items are listed below.

2016 Billing Rates			
Principal	\$160 to \$220	Other Charges: Invoice charges to the client consist of (1) Professional fees rendered at current billing rates, (2) Reimbursable expenses billed at cost multiplied by 1.1, excepting some in-house charges and travel, and, (3) Technology/Software expenses billed at \$50/month.	
Associate	\$85 to \$120		
Assistant	\$70 to \$85		
GIS Technician/Specialist	\$75 to \$85	Expense	Cost
Communications Specialist	\$60 to \$110	Mileage	IRS Rate
Project Assistant	\$40 to \$65	Printing and Postage	Cost plus 10%

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

Applicant's WI Seller's Permit No. / FEIN Number: 456-102824829004 / 46-3905145	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 15.00
TOTAL FEE	\$ 0

For the license period beginning: 7-1-15 ending: 6-30-16
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Monona

County of Dane Aldermanic Dist. No. — (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C. 02/10/1974

A. Individual or Partnership: * Dates of Birth
Full Name(s) (Last, First and Middle Name) * MADAN SHRESTHA Home Address 2921 RICHARDSON ST, FITCHBURG, 53711 Post Office & Zip Code 53711

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company SHRESTHA FAMILY LLC
Address of Corporation/Limited Liability Company (if different from licensed premises) —

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
Title Name (Inc. Middle Name) DOB Home Address Post Office & Zip Code
President/Member MADAN K SHRESTHA 2921 Richardson St Fitchburg
Vice President/Member — 53711
Secretary/Member —
Treasurer/Member —
Agent —
Directors/Managers —

C. 1. Trade Name SWAD INDIAN RESTAURANT Business Phone Number 608-819-6950
2. Address of Premises 6007 MONONA DR. MONONA Post Office & Zip Code 53716

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 1200 sq ft. dining room back store room cabinet behind bar, 1000 sq ft. extension area 6007 B address half back

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this licensee? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. premise extension - Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
this 5th day of January, 20 16
Jean Andrus
(Clerk/Notary Public)
My commission expires 9-20-19

M. Sam
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
—
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
—
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk	Date reported to council/board	Date license granted
<u>1-5-16</u>	<u>1-12-16</u> <u>LRC 5-12-15 / Council 6-1-15</u>	<u>1-19-16</u>
License number issued	Date license issued	Signature of Clerk / Deputy Clerk
<u>—</u>	<u>—</u>	<u>Jean Andrus</u>

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning February 1 20 16 ;
ending June 30 20 16

TO THE GOVERNING BODY of the: Town of }
 Village of } Monona
 City of }

County of DANE Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No.: <u>456-0000259161</u> FEIN Number: <u>39-1754672</u>	
LICENSE REQUESTED	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>15.00</u>
TOTAL FEE	\$ <u>15.00</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): W.D.S. Inc

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Bill O'Connell</u>	<u>704 Raymond Rd</u>	<u>Wausau, W. 53597</u>
Vice President/Member	<u>Mary O'Connell</u>		
Secretary/Member			
Treasurer/Member			
Agent	<u>Bill O'Connell</u>		
Directors/Managers			

3. Trade Name KICALI'S LAKESIDE LIQUOR Business Phone Number 608-204-2887
4. Address of Premises 6325 MONONA DR Post Office & Zip Code MONONA 53716

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WIS and date _____ of registration. Yes No
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) FRONT ROOM, BACK ROOM, COOLER

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 5th day of January, 2016
Kathryn A. Mauer (Clerk/Notary Public)
W.D.S. Inc (Office of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Mary O'Connell (Office of Corporation/Member/Manager of Limited Liability Company/Partner)
My commission expires 6/18/19
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>1-6-16</u>	Date reported to council/board <u>1-12-16 LRC</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Jean Anderson</u>
Date license granted	Date license issued	License number issued	

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 7-1-15 ending: 6-30-16
(MM DD YYYY) (MM DD YYYY)

TO THE GOVERNING BODY of the: Town of Village of City of } Monona

County of Dane Aldermanic Dist. No. — (if required by ordinance)

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership: * Dates of Birth
 Full Name(s) (Last, First and Middle Name) * Farness John Mallory Home Address 4205 Wisconsin Rd Monona 53716 Post Office & Zip Code 53716
chq of Agent

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company
 Address of Corporation/Limited Liability Company (if different from licensed premises)
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	DOB	Home Address	Post Office & Zip Code
President/Member	<u>Gayle Brooksieck H.</u>	<u>[REDACTED]</u>	<u>5328 Sudbury Way</u>	<u>MADISON 5714</u>
Vice President/Member	<u>Nata Baxter</u>	<u>383</u>	<u>Miller</u>	
Secretary/Member	<u>Ann Badreau M.</u>	<u>[REDACTED]</u>	<u>1108 Birchaven Cir</u>	<u>Monona 53716</u>
Treasurer/Member	<u>Nancy Schmalzer L.</u>	<u>[REDACTED]</u>	<u>5109 Maywood Rd</u>	<u>Monona 53716</u>
Agent	<u>John M. Farness</u>	<u>[REDACTED]</u>		

 Directors/Managers

C.1. Trade Name Eastside Club Business Phone Number 608-222-9131
 2. Address of Premises 3235 Monona Dr Monona Post Office & Zip Code 53714

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
East side Club - Bar 1st Floor BAR DOWNSTAIR - BAR OUTSIDE

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Board members & Agent change Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
 this 7th day of January, 20 16
Joan Anderson
(Clerk/Notary Public)
 My commission expires 9-20-19

John M. Farness
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

Applicant's WI Seller's Permit No.: <u>456-1026024353-03</u>		FEIN Number: <u>39-0755517</u>	
LICENSE REQUESTED			
TYPE	FEE		
<input type="checkbox"/> Class A beer	\$		
<input type="checkbox"/> Class B beer	\$		
<input type="checkbox"/> Class C wine	\$		
<input type="checkbox"/> Class A liquor	\$		
<input type="checkbox"/> Class B liquor	\$		
<input type="checkbox"/> Reserve Class B liquor	\$		
<input type="checkbox"/> Class B (wine only) winery	\$		
Publication fee	\$ <u>-15.00</u>		
TOTAL FEE	\$ <u>10.00</u>		

TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk <u>1-7-16</u>	Date reported to council/board <u>1-12-16</u>	Date license granted <u>1-19-16</u>
License number issued	Date license issued <u>LR 51215 / Council 6715</u>	Signature of Clerk / Deputy Clerk <u>Joan Anderson</u>

AT-115 (R. 12-14)
 Def Ser R WSD 010716-OK

**Ordinance No. 1-16-674
Monona Common Council**

**AN ORDINANCE AMENDING CHAPTER 7-13 OF THE CODE OF ORDINANCES
CONCERNING TRANSIENT MERCHANTS**

WHEREAS, the City has recently experienced an increase in the number of transient food establishments desiring to do business on public and private property within the City.

WHEREAS, the operation of transient food establishments poses risks of foodborne illness and interference with vehicular and pedestrian traffic if they are not operated in a safe and sanitary manner.

WHEREAS, the Common Council finds it necessary and in the public interest to amend Chapter 7-13 to regulate and license transient food establishments doing business within the City.

NOW, THEREFORE, the Common Council of the City of Monona, Dane County, Wisconsin, do ordain as follows:

SECTION 1. Section 7-13 of the Code of Ordinances is hereby amended to read as stated in the attached exhibit.

SECTION 2. The Fee Schedule, section 7-15-1 of the Code of Ordinances, is hereby amended to add the following fees, which are hereby established as the fee for the listed activity:

7-13-1	Transient Merchant	\$15.00 annually
7-13-1	Transient Merchant (Mobile Food Establishment)	\$50.00 annually

SECTION 3. All other provisions of Code of Ordinances not specifically amended herein shall remain unmodified and in full force and effect.

SECTION 4. This ordinance shall take effect upon passage and publication as provided by law.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: License Review Committee – 1/12/16
Drafted By: William S. Cole, City Attorney – 12/24/15
Approved As To Form By: William S. Cole, City Attorney – 12/24/15

Chapter 13

Regulation of Transient Merchants

7-13-1	License Required
7-13-2	Definitions
7-13-3	Exemptions
7-13-4	Application
7-13-5	Investigation
7-13-6	Appeal
7-13-7	Regulation of Operations
7-13-8	Records
7-13-9	Revocation of License
7-13-10	Penalty

Sec. 7-13-1 License Required.

It shall be unlawful for any Transient Merchant to engage in sales within the City of Monona without being registered, and receiving a Transient Merchant's license, for that purpose as provided herein. All licenses granted under this Chapter shall be valid from the date of issuance through December 31 of the current year. Licenses may be renewed annually and expire on December 31st of each year.

Sec. 7-13-2 Definitions.

- (a) **Charitable Organization** shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.
- (b) **Chief of Police** shall mean the City Chief of Police or his/her duly appointed officer.
- (c) **Clerk** shall mean the City Clerk or his/her duly appointed agent.
- (d) **Food** means a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, or chewing gum.
- (e) **Merchandise** shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.
- (f) **Mobile Food Establishment** means a Transient Merchant who serves or sells food intended for human consumption from a movable vehicle, push cart, trailer, boat, or temporary structure which periodically or continuously changes location.
- (g) **Permanent Merchant** means one who, for at least one year prior to the consideration of the application of this ordinance to said merchant a) has continuously operated an established place of business in Dane County or b) has continuously resided in Dane County and now does business from his/her residence.
- (h) **Service Base** means an operating base location to which a mobile food establishment or transportation vehicle returns regularly for such things as vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food.
- (i) **Transient Merchant** means one who engages in the sale of merchandise at any place in the City of Monona temporarily, and who does not intend to become and does not become a permanent merchant of the City. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received. Transient Merchant shall also include any one engaged in the sale of food, ice cream, candy, beef or other merchandise out of a vehicle.

Sec. 7-13-3 Exemptions.

The following shall be exempt from all the provisions of this chapter:

- (a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;
- (b) Any person selling goods at wholesale to dealers in such goods;
- (c) Any person selling agricultural products which such person has grown;
- (d) Any permanent merchant or employee thereof who takes orders at the home of the buyer for merchandise regularly offered for sale by such merchant within this county and who delivers such merchandise in their regular course of business;
- (e) Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person;
- (f) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer;
- (g) Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise;
- (h) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law;
- (i) Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of said organization, provided that there is submitted to the Clerk proof that such charitable organization is registered under Sec. 440.41, Wis. Stats. Any charitable organization engaging in the sale of merchandise and not registered under Sec. 440.41, Wis. Stats., or which is exempt from the statute's requirements, shall be required to comply with this chapter;
- (j) Any person who claims to be a permanent merchant, but against whom a complaint has been made to the Chief of Police or Clerk that such person is a Transient Merchant; provided that there is submitted to the Chief of Police or Clerk proof that such person has leased for at least one year, or purchased, the premises from which he/she has conducted business in the City for at least one year prior to the date the complaint was made;
- (k) Any individual licensed by an examining board as defined in Section 15.0(7), Wis. Stats.;
- (l) This chapter does not apply to Transient Merchants while doing business at special events authorized by the City Council;
- (m) Any group or individual selling merchandise for the primary purpose of raising funds for a public or private school engaged in the education of children from kindergarten through high school or any extracurricular group affiliated with such a school;
- (n) Any family member holding an estate sale of the personal property of a deceased member of their family;
- (o) Any individual holding a garage sale as provided by Section 13-1-44;
- (p) Any individual engaged in proselytizing, canvassing or pamphleteering regarding political or religious views and not selling any merchandise or soliciting any funds or services.

Sec. 7-13-4 Application.

- (a) INFORMATION. Applicants for a license must complete and return to the Clerk an application form furnished by the Clerk which shall require the following information:
 - (1) Name, permanent address and telephone number, and temporary address, if any;
 - (2) Copy of a current driver license or other form of identification that includes a photograph of the applicant;
 - (3) Name, address and telephone number of the person, firm, association or corporation that the Transient Merchant represents or is employed by, or whose merchandise is being sold;
 - (4) Temporary address and telephone number from which business will be conducted, if any;
 - (5) Documentation showing that the applicant has permission to be at that location;
 - (6) Nature of business to be conducted and a brief description of the merchandise, and any services offered;
 - (7) Proposed methods of delivery of merchandise, if applicable;
 - (8) Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
 - (9) Most recent cities, villages, town, not to exceed three, where applicant conducted his/her business;

- (10) Place where applicant can be contacted for at least seven (7) days after leaving this City;
 - (11) Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's Transient Merchant business within the last five (5) years, and the nature of the offense and the place of conviction.
 - (12) Mobile Food Establishments shall provide the following additional information:
 - i. A description of all food to be offered for sale;
 - ii. The location(s) where business will be conducted;
 - iii. The dates and times business will be conducted.
 - iv. The address of the Service Base from which the operation will be supported.
- (b) DOCUMENTATION. Applicants shall include with the applications a true and complete copy of the following:
- (1) A state issued driver's license, or other proof of identity containing a photograph of the applicant;
 - (2) A state certificate of examination and approval from the sealer of weights and measures for each device utilized which is regulated by Chapter 7-14.
 - (3) A current valid Wisconsin Seller's Permit;
 - (4) A current auto insurance declaration page for coverage in force for the entire license period;
 - (5) Applications for Mobile Food Establishments shall also include the following:
 - i. A current mobile food establishment permit issued by the Wisconsin Department of Health Services, or its designated agent;
 - ii. A current service base permit issued by the Wisconsin Department of Health Services, or its designated agent;
 - iii. Written consent from the owners of all private property upon which it intends to operate.
 - iv. Proof of liability insurance in an amount no less than \$300,000 per incident.
- (c) FEE. At the time the application is filed, a fee shall be paid to the Clerk to cover the cost of processing said application. Each and every member of a group must file a separate application form. The fee for a Transient Merchant's license is nonrefundable and shall be in the amount listed in the Fee Schedule, section 7-15-1.

Sec. 7-13-5 Investigation.

- (a) Upon receipt of each application, the Chief of Police or his/her duly appointed officer may immediately make and complete an investigation of the statements made in such application.
- (b) The Clerk shall refuse to license the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate statement; complaints of material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five (5) years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provisions of this chapter.

Sec. 7-13-6 Appeal.

Any person refused or denied a license may appeal the denial through the appeal procedure provided by Title IV, Chapter 1.

Sec. 7-13-7 Regulation of Operations.

(a) **Prohibited Practices.**

- (1) A Transient Merchant shall be prohibited from: calling at any dwelling or other place between the hours of 9:00 p.m. and 9:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words "No Peddlers", "No Solicitors" or words of similar meaning; calling at the rear door of any dwelling place; or remaining on any premises after being asked to leave by the owner, occupant, or other person having authority over such premises.

- (2) A Transient Merchant shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A charitable organization Transient Merchant shall specifically disclose what portion of the sale price of the merchandise being offered will actually be used for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.
 - (3) No Transient Merchant shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
 - (4) No Transient Merchant shall make any loud noises or use any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a one-hundred (100) foot radius of the source.
 - (5) No Transient Merchant shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.
- (b) **Disclosure Requirements For Transient Merchants Other Than Mobile Food Establishments.**
- (1) After the initial greeting and before any other statement is made to a prospective customer, a Transient Merchant shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.
 - (2) If any sale of merchandise is made by a Transient Merchant, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel said transaction in accordance with Section 423.202, Wis. Stats. and any other provision under the law; the seller shall give the buyer two (2) copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of Section 423.203, Wis. Stats.
 - (3) If the Transient Merchant takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.
- (c) Any Transient Merchant engaged in the sale of fireworks, as defined in Section 7-5-1, shall fully comply with the provisions of Title VII, Chapter 5 as well as this chapter.
- (d) **Mobile Food Establishments.** In addition to the provisions of subsection (a), all Mobile Food Establishments operating within the City shall:
- (1) Comply with all applicable requirements of Chapter DHS 196 of the Wisconsin Administrative Code.
 - (2) Operate only between the hours of 7:00 a.m. and 9:00 p.m.
 - (3) Place no seating for consumer consumption of products sold within the public right-of-way.
 - (4) Provide a minimum four foot clearance on sidewalks and rights-of-way for pedestrian access and traffic.
 - (5) When operating in the public right-of-way, serving and dispensing of food products shall be directed toward the sidewalk or terrace area immediately adjacent.
 - (6) Maintain clear access and visibility of cross walks and street corners.
 - (7) Not connect to any public source of electricity, water or sewer.
 - (8) Not use any public property such as light poles or other utility poles, flower planters, trees, or other amenities to attach any ropes, posters, signs, electrical cords, or other objects used in its operations.
 - (9) Keep the area clean and free from litter, garbage, rubble, and debris at all times.
 - (10) Maintain at least one leak-proof container for the deposit of waste, garbage, litter and refuse. When leaving vending area, the mobile vendor and his/her employee(s) shall be responsible for the removal of all litter resulting from its operations.
 - (11) **LOCATIONS OF OPERATION.** Mobile Food Establishments issued a license under this section shall only operate at the following locations:
 - a. **PRIVATE PROPERTY.** On private property for no more than 120 days per calendar year at the same property, provided the operations do not impair traffic flow or obstruct vision for intersecting streets, driveways, sidewalks or other traffic areas. All

operations on private property shall be first approved by the City Planner as consistent with the Zoning Code.

- b. PUBLIC STREET. On any public street which has a speed limit no greater than 25 mph, provided it is parked in a legal parking space greater than 200 feet from the property line of any restaurant, and removed by 10:00 p.m. each day.
- c. OTHER PUBLIC PROPERTY. On any public property other than a public street only as specifically approved in writing by the City Clerk and stated on the issued license.

Sec. 7-13-8 Records.

The Chief of Police shall report to the Clerk all convictions for violation of this ordinance and the Clerk shall note any such violation on the record of the applicant.

Sec. 7-13-9 Revocation of License.

- (a) License may be revoked by the License Review Committee after notice and hearing, if the applicant made any material omission or materially inaccurate statement in the application of application, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in transient sales, violated any provision of this ordinance or was convicted of any crime or ordinance or statutory violation which is directly related to the applicant's fitness to engage in selling.
- (b) Written notice of the hearing shall be served personally or pursuant to Sec. 7-13-4(c) above on the applicant at least seventy-two (72) hours prior to the time set for the hearing; such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.

Sec. 7-13-10 Penalty.

Any person adjudged in violation of any provision of this ordinance shall forfeit not less than Ten Dollars (\$10.00) or more than One Thousand Dollars (\$1,000.00) for each violation per day plus costs of prosecution. Each violation shall constitute a separate offense.

Sec. 7-13-11 Severability.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections, or portion thereof of the ordinance which shall remain in force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

Chapter 13

Regulation of Transient Merchants

7-13-1	<u>Registration License</u> Required
7-13-2	Definitions
7-13-3	Exemptions
7-13-4	Registration
7-13-4	Application
7-13-5	Investigation
7-13-6	Appeal
7-13-7	Regulation of <u>Transient Merchants Operations</u>
7-13-8	Records
7-13-9	Revocation of <u>Registration License</u>
7-13-10	Penalty

Sec. 7-13-1 Registration License Required.

It shall be unlawful for any ~~transient merchant~~Transient Merchant to engage in sales within the City of Monona without being registered, and receiving a ~~solicitor's~~Transient Merchant's license, for that purpose as provided herein.

All licenses granted under this Chapter shall be valid from the date of issuance through December 31 of the current year. Licenses may be renewed annually and expire on December 31st of each year.

Sec. 7-13-2 Definitions.

- (a) ~~Transient merchant~~Charitable Organization shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.
- (b) Chief of Police shall mean the City Chief of Police or his/her duly appointed officer.
- (c) Clerk shall mean the City Clerk or his/her duly appointed agent.
- (d) Food means a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, or chewing gum.
- (~~d~~)(e) Merchandise shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.
- (f) Mobile Food Establishment means a Transient Merchant who serves or sells food intended for human consumption from a movable vehicle, push cart, trailer, boat, or temporary structure which periodically or continuously changes location.
- (g) Permanent Merchant means one who, for at least one year prior to the consideration of the application of this ordinance to said merchant a) has continuously operated an established place of business in Dane County or b) has continuously resided in Dane County and now does business from his/her residence.
- (h) Service Base means an operating base location to which a mobile food establishment or transportation vehicle returns regularly for such things as vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food.

- (e)(i) **Transient Merchant** means one who engages in the sale of merchandise at any place in the City of Monona temporarily, and who does not intend to become and does not become a permanent merchant of the City. For purposes of this section, sale of merchandise includes a sale in which the personal services rendered upon or in connection with the merchandise constitutes the greatest part of value for the price received, ~~but does not include a farm auction sale conducted by or for a resident farmer of personal property used on the farm or the sale of produce or other perishable products at retail or wholesale by a resident of this state.~~ Transient ~~merchant~~**Merchant** shall also include any one engaged in the sale of food, ice cream, candy, beef or other merchandise out of a vehicle.
- ~~(f) Permanent merchant means one who, for at least one year prior to the consideration of the application of this ordinance to said merchant a) has continuously operated an established place of business in Dane County or b) has continuously resided in Dane County and now does business from his/her residence.~~
- ~~(g)(i) Merchandise shall include personal property of any kind, and shall include merchandise, goods, or materials provided incidental to services offered or sold. The sale of merchandise includes donations required by the seller for the retention of goods by a donor or prospective customer.~~
- ~~(h)(k) Charitable organization shall include any benevolent, philanthropic, patriotic, or eleemosynary person, partnership, association or corporation, or one purporting to be such.~~
- ~~(i)(l) Chief of Police shall mean the City Chief of Police or his/her duly appointed officer.~~
- ~~(j)(m) Clerk shall mean the City Clerk or his/her duly appointed agent.~~

Sec. 7-13-3 Exemptions.

The following shall be exempt from all the provisions of this chapter:

- (a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;
- (b) Any person selling goods at wholesale to dealers in such goods;
- (c) Any person selling agricultural products which such person has grown;
- (d) Any permanent merchant or employee thereof who takes orders at the home of the buyer for merchandise regularly offered for sale by such merchant within this county and who delivers such merchandise in their regular course of business;
- (e) Any person who has an established place of business where the merchandise being sold is offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested, a home visit by said person;
- (f) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer;
- (g) Any person selling or offering for sale a service unconnected with the sale or offering for sale of merchandise;
- (h) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction sale pursuant to law;
- (i) Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of said organization, provided that there is submitted to the Clerk proof that such charitable organization is registered under Sec. 440.41, Wis. Stats. Any charitable organization engaging in the sale of merchandise and not registered under Sec. 440.41, Wis. Stats., or which is exempt from the statute's ~~registration~~ requirements, shall be required to ~~register under~~comply with this chapter;
- (j) Any person who claims to be a permanent merchant, but against whom a complaint has been made to the Chief of Police or Clerk that such person is a ~~transient merchant~~**Transient Merchant**; provided that there is submitted to the Chief of Police or Clerk proof that such person has leased for at least

one year, or purchased, the premises from which he/she has conducted business in the City for at least one year prior to the date the complaint was made;

- (k) Any individual licensed by an examining board as defined in Section 15.0(7), Wis. Stats.;
- (l) This chapter does not apply to ~~transient merchants~~ Transient Merchants while doing business at special events authorized by the City Council.;
- (m) Any group or individual selling merchandise for the primary purpose of raising funds for a public or private school engaged in the education of children from kindergarten through high school or any extracurricular group affiliated with such a school.;
- (n) Any family member holding an estate sale of the personal property of a deceased member of their family.;
- (o) Any individual holding a garage sale as provided by Section 13-1-44.;
- (p) Any individual engaged in proselytizing, canvassing or pamphleteering regarding political or religious views and not selling any merchandise or ~~solicitingsoliciting~~ any funds or services.

Sec. 7-13-4 RegistrationApplication.

- (a) INFORMATION. Applicants for registrationa license must complete and return to the Clerk a registrationan application form furnished by the Clerk which shall require the following information:
 - (1) Name, permanent address and telephone number, and temporary address, if any;
 - ~~(2)~~ Age, height, weight, color of hair and eyes;
 - ~~(2)~~ Copy of a current driver license or other form of identification that includes a photograph of the applicant;
 - (3) Name, address and telephone number of the person, firm, association or corporation that the ~~transient merchant~~ Transient Merchant represents or is employed by, or whose merchandise is being sold;
 - (4) Temporary address and telephone number from which business will be conducted, if any;
 - ~~(5)~~ Documentation showing that the applicant has permission to be at that location;
 - ~~(5)(6)~~ Nature of business to be conducted and a brief description of the merchandise, and any services offered;
 - ~~(6)(7)~~ Proposed methods of delivery of merchandise, if applicable;
 - ~~(7)(8)~~ Make, model and license number of any vehicle to be used by applicant in the conduct of his/her business;
 - ~~(8)(9)~~ Most recent cities, villages, town, not to exceed three, where applicant conducted his/her business;
 - ~~(9)(10)~~ Place where applicant can be contacted for at least seven (7) days after leaving this City;
 - ~~(10)(11)~~ Statement as to whether applicant has been convicted of any crime or ordinance violation related to applicant's ~~transient merchant~~ Transient Merchant business within the last five (5) years, and the nature of the offense and the place of conviction.
 - ~~(12)~~ Documentation showing thatMobile Food Establishments shall provide the applicant has permission following additional information:
 - ~~i.~~ A description of all food to be at thatoffered for sale;
 - ~~(11)ii.~~ The location-(s) where business will be conducted;
 - iii. The dates and times business will be conducted.
 - iv. The address of the Service Base from which the operation will be supported.
- (b) DOCUMENTATION. Applicants shall ~~present to the Clerk for examination~~ include with the applications a true and complete copy of the following:
 - (1) A state issued driver's license, or some-other proof of identity s may be reasonably requiredcontaining a photograph of the applicant;

- (2) A state certificate of examination and approval from the sealer of weights and measures ~~where applicant's business requires use of weighing and measuring devices approved for each device utilized which is regulated~~ by ~~state authorities; Chapter 7-14.~~
- (3) ~~A state health officer's certificate where applicant's business involved the handling of food or clothing and is required to be certified under state law; such certificate to state that applicant is apparently free from any contagious or infectious disease, dated not more than 90 days prior to the date the application license is made.~~
- (3) ~~A current valid Wisconsin Seller's Permit;~~
- (4) ~~A current auto insurance declaration page for coverage in force for the entire license period;~~
- (5) ~~Applications for Mobile Food Establishments shall also include the following:~~
- ~~i. A current mobile food establishment permit issued by the Wisconsin Department of Health Services, or its designated agent;~~
 - ~~ii. A current service base permit issued by the Wisconsin Department of Health Services, or its designated agent;~~
 - ~~iii. Written consent from the owners of all private property upon which it intends to operate.~~
 - ~~iv. Proof of liability insurance in an amount no less than \$300,000 per incident.~~
- (e) ~~FEE.~~ At the time the ~~registration application~~ is ~~returned filed~~, a fee shall be paid to the Clerk to cover the cost of processing said ~~registration application~~. Each and every member of a group must file a separate ~~registration application~~ form. The fee for a ~~solicitor's Transient Merchant's~~ license is ~~nonrefundable and~~ shall be ~~Fifteen Dollars (\$15.00) per year.~~
- ~~The applicant shall sign a statement appointing the Chief of Police or his/her agent to accept service of process in any civil action brought against the applicant arising out of any sale or service performed by the applicant in connection with the direct sales activities of the applicant, the amount listed in the event the applicant cannot, after reasonable effort, be served personally.~~
- (c) ~~—Upon payment of said fee and the signing of said statement, the Chief of Police shall register the applicant as a transient merchant and date the entry. Said registration shall be valid for a period of one year from the date of entry, subject to subsequent refusal as provided in Section 7-13-5(b) below Fee Schedule, section 7-15-1.~~

Sec. 7-13-5 Investigation.

- (a) Upon receipt of each application, the Chief of Police or his/her duly appointed officer may immediately make and complete an investigation of the statements made in such ~~registration application~~.
- (b) The Clerk shall refuse to ~~register license~~ the applicant if it is determined, pursuant to the investigation above, that: the application contains any material omission or materially inaccurate statement; complaints of material nature have been received against the applicant by authorities in the most recent cities, villages and towns, not exceeding three, in which the applicant conducted similar business; the applicant was convicted of a crime, statutory violation or ordinance violation within the last five (5) years, the nature of which is directly related to the applicant's fitness to engage in direct selling; or the applicant failed to comply with any applicable provisions of this chapter.

Sec. 7-13-6 Appeal.

Any person refused or denied ~~registration a~~ license may appeal the denial through the appeal procedure provided by Title IV, Chapter 1.

Sec. 7-13-7 Regulation of **Transient Merchants Operations.**

(a) **Prohibited Practices.**

- (1) ~~A transient merchant~~**A Transient Merchant** shall be prohibited from: calling at any dwelling or other place between the hours of 9:00 p.m. and 9:00 a.m. except by appointment; calling at any dwelling or other place where a sign is displayed bearing the words “No Peddlers”, “No ~~Solicitor~~**Solicitors**” or words of similar meaning; calling at the rear door of any dwelling place; or remaining on any premises after being asked to leave by the owner, occupant, or other person having authority over such premises.
- (2) ~~A transient merchant~~**A Transient Merchant** shall not misrepresent or make false, deceptive or misleading statements concerning the quality, quantity, or characteristics of any merchandise offered for sale, the purpose of his/her visit, his/her identity or the identity of the organization he/she represents. A charitable organization ~~transient merchant~~**Transient Merchant** shall specifically disclose what portion of the sale price of the merchandise being offered will actually be ~~used~~**sued** for the charitable purpose for which the organization is soliciting. Said portion shall be expressed as a percentage of the sale price of the merchandise.
- (3) No ~~transient merchant~~**Transient Merchant** shall impede the free use of sidewalks and streets by pedestrians and vehicles. Where sales are made from vehicles, all traffic and parking regulations shall be observed.
- (4) No ~~transient merchant~~**Transient Merchant** shall make any loud noises or use any sound amplifying device to attract customers if the noise produced is capable of being plainly heard outside a one-hundred (100) foot radius of the source.
- (5) No ~~transient merchant~~**Transient Merchant** shall allow rubbish or litter to accumulate in or around the area in which he/she is conducting business.

(b) **Disclosure Requirements For Transient Merchants Other Than Mobile Food Establishments.**

- (1) After the initial greeting and before any other statement is made to a prospective customer, a ~~transient merchant~~**Transient Merchant** shall expressly disclose his/her name, the name of the company or organization he/she is affiliated with, if any, and the identity of merchandise or services he/she offers to sell.
- (2) If any sale of merchandise is made by a ~~transient merchant~~**Transient Merchant**, or any offer for the later delivery of merchandise is taken by the seller, the buyer shall have the right to cancel said transaction in accordance with Section 423.202, Wis. Stats. And any other provision under the law; the seller shall give the buyer two (2) copies of a typed or printed notice of that fact. Such notice shall conform to the requirements of Section 423.203, Wis. Stats.
- (3) If the ~~transient merchant~~**Transient Merchant** takes a sales order for the later delivery of merchandise, he/she shall, at the time the order is taken, provide the buyer with a written statement containing the terms of the agreement, the amount paid in advance whether full, partial, or no advance payment is made, the name, address and telephone number of the seller, the delivery or performance date, and whether a guarantee or warranty is provided and, if so, the terms thereof.

~~(c)~~ ~~(e)~~ Any ~~transient merchant~~**Transient Merchant** engaged in the sale of fireworks, as defined in Section 7-5-1, shall fully comply with the provisions of Title VII, Chapter 5 as well as this chapter.

(d) **Mobile Food Establishments.** In addition to the provisions of subsection (a), all Mobile Food Establishments operating within the City shall:

- (1) Comply with all applicable requirements of Chapter DHS 196 of the Wisconsin Administrative Code.
- (2) Operate only between the hours of 7:00 a.m. and 9:00 p.m.
- (3) Place no seating for consumer consumption of products sold within the public right-of-way.

- (4) Provide a minimum four foot clearance on sidewalks and rights-of-way for pedestrian access and traffic.
- (5) When operating in the public right-of-way, serving and dispensing of food products shall be directed toward the sidewalk or terrace area immediately adjacent.
- (6) Maintain clear access and visibility of cross walks and street corners.
- (7) Not connect to any public source of electricity, water or sewer.
- (8) Not use any public property such as light poles or other utility poles, flower planters, trees, or other amenities to attach any ropes, posters, signs, electrical cords, or other objects used in its operations.
- (9) Keep the area clean and free from litter, garbage, rubble, and debris at all times.
- (10) Maintain at least one leak-proof container for the deposit of waste, garbage, litter and refuse. When leaving vending area, the mobile vendor and his/her employee(s) shall be responsible for the removal of all litter resulting from its operations.
- (11) LOCATIONS OF OPERATION. Mobile Food Establishments issued a license under this section shall only operate at the following locations:
 - a. PRIVATE PROPERTY. On private property for no more than 120 days per calendar year at the same property, provided the operations do not impair traffic flow or obstruct vision for intersecting streets, driveways, sidewalks or other traffic areas. All operations on private property shall be first approved by the City Planner as consistent with the Zoning Code.
 - b. PUBLIC STREET. On any public street which has a speed limit no greater than 25 mph, provided is parked in legal parking space greater than 200 feet from the property line of any restaurant, and removed by 10:00 p.m. each day.
 - c. OTHER PUBLIC PROPERTY. On any public property other than a public street only as specifically approved in writing by the City Clerk and stated on the issued license.

Sec. 7-13-8 Records.

The Chief of Police shall report to the Clerk all convictions for violation of this ordinance and the Clerk shall note any such violation on the record of the ~~registrant convicted~~applicant.

Sec. 7-13-9 Revocation of Registration License.

- (a) Registration License may be revoked by the License Review Committee after notice and hearing, if the ~~registrant applicant~~ made any material omission or materially inaccurate statement in the application of ~~registration application~~, made any fraudulent, false, deceptive or misleading statement or representation in the course of engaging in transient sales, violated any provision of this ordinance or was convicted of any crime or ordinance or statutory violation which is directly related to the ~~registrant's applicant's~~ fitness to engage in selling.
- (b) Written notice of the hearing shall be served personally or pursuant to Sec. 7-13-4(c) above on the ~~registrant applicant~~ at least seventy-two (72) hours prior to the time set for the hearing; such notice shall contain the time and place of hearing and a statement of the acts upon which the hearing will be based.

Sec. 7-13-10 Penalty.

Any person adjudged in violation of any provision of this ordinance shall forfeit not less than Ten Dollars (\$10.00) ~~nor for~~ more than One Thousand Dollars (\$1,000.00) for each violation per day plus costs of prosecution. Each violation shall constitute a separate offense.

Sec. 7-13-11 Severability.

The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a decision of a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and not affect the validity of all other provisions, sections, or portion thereof of the ~~Ordinance~~ordinance which shall remain in force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

**Resolution No. 16-1-2073
Monona Common Council**

**APPROVING A PROPOSAL FROM ACCURATE APPRAISAL, LLC
FOR SERVICES RELATED TO THE ASSESSMENT OF PROPERTIES**

WHEREAS, the City of Monona is responsible to provide annual assessment services to determine a value on each property for the purpose of apportioning local property tax levy; and,

WHEREAS, the City previously contracted with Accurate Appraisal, LLC to provide assessor services. The contract expired on December 31, 2015; and,

WHEREAS, proposals for assessment services were solicited, received, and reviewed for the contract proposal most cost advantageous to the City.

NOW, THEREFORE BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin that the attached agreement with Accurate Appraisal, LLC for services related to the assessment of properties, which shall include services to conduct a walk thru of 25% of the city for the next four years, is hereby approved.

Adopted this ____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

Joan Andrusz
City Clerk

Approval Requested By: City Administrator

Council Action:

Date Introduced: 1-19-16

Date Approved: _____

Date Disapproved: _____

City of Monona
POLICY AND FISCAL NOTE

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <u>16-1-2073</u>
		Ordinance Amendment No. _____

Title: Approving a Proposal for Assessment Services

Policy Analysis Statement:

Brief Description Of Proposal:

The City sent out an RFP for assessor services. The RFP required that the assessor walk through 25% of the City over the next four years. The City received two proposals. Staff is recommending that we contract with our current assessors, Accurate Appraisal, LLC, for the following reasons.

- Accurate's total cost of over 4 years: \$168,000 (\$42,000/year) compared to \$204,520 (\$51,130/year) with Associated. This is a total savings of \$36,520 over four years with Accurate.
- Also, Accurate will send letters to all residents even if the assessment has not changed. (It is not required by state to send letters if there is no change in assessment.) Associated Appraisal will only send letters to residents if their assessments change.
- Accurate charges no fees for posting assessment data on their website; Associated Appraisal charges \$46.76.

The 2016 budget is \$75,000. The city would save \$33,000.

Current Policy Or Practice:

Currently, Assessor does not perform walk-throughs.

Impact Of Adopting Proposal:

The City would save \$33,000 in 2016 and reduce 2017's operating budget by \$33,000.

Fiscal Estimate:

Fiscal Effect (check/circle all that apply)

- No fiscal effect
 Creates new expenditure account
 Creates new revenue account
 Increases expenditures
 Increases revenues
 Increases/decreases fund balance _____ Fund

Budget Effect:

- Expenditure authorized in budget
 No change to budget required
 Expenditure not authorized in budget
 Budget amendment required

Vote Required:

- Majority
 Two-Thirds

Narrative/assumptions About Long Range Fiscal Effect:

Expenditure/Revenue Changes:

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/> _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
100	51	51530	214	Assessor-Professional Services	75,000			75,000
Totals								

Prepared By:

Department: Finance Department
Prepared By: Marc Houtakker
Reviewed By:

Date 1/14/16
Date:

From: [April Little](#)
To: [Leah Kimmell](#)
Subject: FW: information request regarding assessors
Date: Thursday, January 14, 2016 3:52:19 PM

From: Shields, Scott R - DOR [mailto:Scott.Shields@revenue.wi.gov]
Sent: Thursday, January 14, 2016 3:38 PM
To: April Little
Subject: RE: information request regarding assessors

Hi April - thank you for your email.

You ask for information on Accurate Appraisal and Associated Appraisal Consultants. If the City of Monona is looking to hire an assessor, we encourage you to review the [DOR Property Assessment Process Guide for Municipal Officials](#). See page 25 for selection of a new assessor, and pages 40 to 53 for sample contracts.

The following provides information in response to your specific request:

Accurate Appraisal

- In March 2013, the Wisconsin Department of Revenue (DOR) began working with Mr. Danielson because we had received a complaint related to assessment practices in the Village of Germantown (see March 7, 2013, letter). We worked to acquire and review the necessary records to investigate the complaint.
- In December 2013, we issued our findings to Mr. Danielson that he had failed to maintain uniform assessments according to the Wisconsin Property Assessment Manual (WPAM), and that he had also failed to verify and validate sales according to the WPAM. We met with him to ensure that he understood assessment requirements going forward (see January 22, 2014, letter). We did not pursue revocation at that time because we had no prior instances of misconduct by Mr. Danielson. He was informed that we would be verifying his 2014 assessments practices to ensure he was acting in compliance with the WPAM.
- DOR reviewed Mr. Danielson's work in the Village of Germantown again in 2014. In addition, we also internally reviewed his assessments in the Town of Rock, Town of Delavan, and Town of Geneva. Mr. Danielson was warned that if he failed to follow state law and the WPAM, it could result in the revocation of his certification.
- He was notified on March 23, 2015, that we wanted to meet with him again and review our findings, as well as options to consider as DOR has the authority to revoke assessor certification for issues involving fraud, neglect or misconduct. While Mr. Danielson was cooperative throughout the process, he was also given ample opportunity to correct his assessment practices. He opted to voluntarily surrender his certification for six months as DOR reviews his 2015 work. While Mr. Danielson and his partner at Accurate Appraisal (Lee DeGroot) continually reassure the agency that they intend to follow state law and the WPAM, if Mr. Danielson fails again to properly assess values and follow the WPAM, we may deny his request to reinstate his certification. We notified municipalities where Mr.

Danielson signed the assessment role that he would not be certified as an assessor for a minimum of six months effective November 1.

- We expect assessors to follow state law and defined assessment practices. If they do not, we will investigate thoroughly and take the appropriate enforcement steps. While we attempt to work with assessors and do not want to take away anyone's livelihood, if they fail to properly assess property values, we will take enforcement action against them. It is what property owners expect.

Associated Appraisal Consultants

- DOR has not taken any action against the certification of assessors employed by Associated Appraisal Consultants Inc.
- There are no pending complaints for assessors employed by Associated Appraisal Consultants Inc.

Thank you again for contacting us.

-Scott

Scott R. Shields, Director
Technical & Assessment Services
WI-DOR
Phone: (608) 266-8223
Fax: (608) 264-6897
<http://www.revenue.wi.gov/>

From: April Little [<mailto:alittle@ci.monona.wi.us>]
Sent: Wednesday, January 13, 2016 1:51 PM
To: Paulat, Mark E - DOR <Mark.Paulat@revenue.wi.gov>
Subject: information request regarding assessors

Dear Mr. Paulat,

The City of Monona is requesting information about any complaints or issues that may have been filed with or addressed by the DOR regarding the following companies:

1. Accurate Appraisal LLC, and
2. Associated Appraisal Consultants Inc.

Please let me know if you have any questions or concerns with our requests, or require more information. Thank you so much for your time.



Agreement for Assessment Services

Prepared for:

City of Monona

By

Accurate Appraisal, LLC.

AGREEMENT FOR FULL-VALUE MAINTENANCE

Section I

This agreement made this _____ day of _____, 2016 by and between the City of Monona, Dane County, State of Wisconsin, party of the first part, hereinafter referred to as "Client",

AND

ACCURATE APPRAISAL LLC., PO BOX 415, MENASHA, WI 54952, party of the second part, hereinafter referred to as "Accurate".

SCOPE OF SERVICES

Accurate shall provide the Client with assessing services by Wisconsin Department of Revenue Certified Personnel for the 2016-2019 assessment years which includes the following:

1. Accurate shall update and maintain 100% real property assessment records for the Client. Said service shall include the assessment of all new construction, remodeling, additions and changes relating to improvements removed for any reason such as fire, demolition, etc. through building permits. All previous year sale properties will be physically inspected. All inspections requested by property owners and/or Board of Review will be granted. In addition, Accurate shall physically inspect 25% of the total improved parcel count as shown on the prior year's final Clerk's Statement of Assessment. Accurate shall reapportion value brought about through property splits. This service shall also include all property values be kept in market value compliance in accordance with the Wisconsin Department of Revenue's yearly equalized values.
2. Accurate shall prepare and mail personal property blotters from a list supplied by the Client of the accounts to be assessed. Accurate will analyze returned personal property blotters from the merchants in order to establish the proper assessment.
3. Accurate shall be required to attend Open Book and all Board of Review meetings and shall be responsible for defending all assessments. The Open Book meeting shall be conducted as needed. All meeting times shall be consecutive. The meetings shall be scheduled by Accurate with the Clerk. The Open Book meetings shall be completed no later than the agreement date specified in Section III of this agreement.
4. Accurate shall enter real estate and personal property assessments in the current assessment roll so that it may be submitted to the Board of Review.

5. Accurate shall retain the right to employ additional certified personnel at Accurate's expense as deemed necessary to complete the assessment roll in a timely manner. Responsibility for the content and accuracy of the assessment roll regardless of the use of other personnel shall, however, rest with Accurate.
6. The Client's responsibilities will be to supply Accurate with adequate office space in or near the Client's Hall. Items to be mailed such as, but not limited to, assessor's final report and personal property blotters will be the responsibility of Accurate.
7. The Client will hold harmless Accurate from all claims and liabilities due to the assessment of property and as the agent for the Client as it relates to the specific services outlined in this agreement. Claims or liabilities, which result from the intentional or negligent acts or omissions of Accurate, its employees, agents and representatives, shall be the responsibility of Accurate.
8. This agreement between the Client and Accurate shall be for the aforementioned assessment year beginning January 1st, 2016 and ending December 31st, 2019. It is expected the work will commence with the mailing of personal property blotters and be completed after the final adjournment of the Board of Review and any necessary follow up questions and/or work because of appeals of Board of Review decisions.
9. Accurate shall submit monthly invoices based upon a percentage complete. The Client reserves the right to retain a 10% holdback pending final completion of all terms and conditions of the contract.
10. Accurate shall provide advice and opinion for assessment matters and will defend values through the appeal process beyond the Open Book and Board of Review.
11. Accurate shall complete its Open Book hearings under this agreement no later than the date specified in section III of this agreement, except for delays caused by the Client, county or state. Accurate may request a thirty-day extension to the contract upon written agreement with the Client.
12. Accurate shall maintain full insurance coverage to protect and hold harmless the Client. Limits of liability shall be not be less than the amounts listed below in this contract:

INSURANCE COVERAGE

General Liability

General Aggregate	\$ 4,000,000
Each Occurrence	\$ 2,000,000
Personal & Adv Injury	\$ 2,000,000
Products-Comp/Op Agg	\$ 4,000,000
Fire Damage	\$ 300,000
Medical Expense	\$ 10,000

13. Accurate shall consider the cost approach, market approach, and income approach in the valuation of all land and improvements where applicable.
14. Accurate shall use Computer Assisted Mass Appraisal software to accurately provide the Client with records of the maintenance and revaluation. For both residential and commercial valuation, Prolorem will be utilized following market data, Volume II of the Assessor manual and Marshall & Swift cost tables. The cost of the yearly maintenance fee for the software will be at no additional cost to the City. The computer should be updated within 14 days of the final adjournment of the Board of Review.
15. Photographs of all improved parcels will be taken digitally at no additional expense to the Client.
16. All expenses incurred by Accurate during the contract such as postage, phone calls, etc...., will be at no additional expense to the Client.
17. Accurate will promote understanding of the assessment process with taxpayers and the Client. The Client and Accurate shall work to maintain good public relations throughout the assessment program.

Section II

Parcel Totals:

Residential Total = 2,778

Residential Improved = 2,657

Commercial Total = 330

Commercial Improved = 289

Personal Property = 613

Section III

Agreement for Full-Value Maintenance

Provided by Accurate Appraisal LLC.

For

City of Monona, Dane County for the assessment years 2016-2019

Dated this _____ day of _____ 2016.

Agreement completion date of May 30th for Full-Value Maintenance

Fee for services rendered:
Accurate shall be paid the sum of:

2016-2019 Full-Value Maintenance (Annual Revaluations with no walk thru) - \$25,000 per year

OR

2016-2019 Full-Value Maintenance (Annual Revaluations with a 25% walk thru) - \$42,000 per year

Jim Danielson
Member
Accurate Appraisal LLC

Date

Authorized Client Signature

Date

References

Joan Andrusz, City Clerk
City of Monona
5211 Schluter Rd
Monona, WI 53716
608-222-2525

John Somers, Finance Dir.
City of Beaver Dam
205 S Lincoln Ave
Beaver Dam, WI 53916
920-887-4600 ext 349

Tracey Berman, Village Clerk
Village of McFarland
5915 Milwaukee St.
McFarland, WI 53558
608-838-3153

Peggy Haag, Village Clerk
Village of Oregon
117 Spring St.
Oregon, WI 53575
608-835-3118

Cheryl Sutter, Finance Director
Village of Mt. Horeb
138 E Main St
Mount Horeb, WI 53572
608-437-6884 ext 106

Renee Schwass, Business Mgr
Town of Madison
2120 Fish Hatchery Rd
Madison, WI 53713
608-210-7260

ACCURATE APPRAISAL, LLC CURRENT CLIENTS

MUNICIPALITY	TYPE	JOB TYPE	COUNTY	ACQUIRED	CONTACT	PHONE #
Madison	Town	FULL VALUE MAINTENANCE	Dane	2008	Renee Schwass	608-210-7260
McFarland	Village	FULL VALUE MAINTENANCE	Dane	2009	Tracey Bertram	608-838-3153
Monona	City	FULL VALUE MAINTENANCE	Dane	2005	Joan Andrusz	608-222-2525
Oregon	Village	FULL VALUE MAINTENANCE	Dane	2004	Peggy Haag	608-835-3118
Pleasant Springs	Town	FULL VALUE MAINTENANCE	Dane	2002	Cassandra Suettinger	608-873-3063
Stoughton	City	FULL VALUE MAINTENANCE	Dane	2002	Lana Kropf	608-646-0423
Edgerton	City	FULL VALUE MAINTENANCE	Dane/Rock	2007	Cindy Hegglund	608-884-3341
Berry	Town	MAINTENANCE	Dane	2003	Brenda Kahl	608-767-4152
Blooming Grove	Town	MAINTENANCE	Dane	2003	Mike Wolf	608-223-1104
Blue Mounds	Village	MAINTENANCE	Dane	2009	Mary Jo Michek	608-437-5197
Blue Mounds	Town	MAINTENANCE	Dane	2011	Helen Kahl	608-437-8722
Burke	Town	MAINTENANCE	Dane	2013	Brenda Ayers	608-825-8420
Cross Plains	Town	MAINTENANCE	Dane	2008	Ann Plerger	608-798-0189
Deerfield	Town	MAINTENANCE	Dane	2007	Kim Grob	608-764-2608
Mount Horeb	Village	MAINTENANCE	Dane	2007	Cheryl Sutter	608-437-6884
Primrose	Town	MAINTENANCE	Dane	2012	Ruth Hansen	608-832-8056
Shorewood Hills	Village	MAINTENANCE	Dane	2008	Cokie Albrecht	608-267-2680
Albion	Town	MAINTENANCE	Dane	2009	Julie Hanewall	608-884-8974
Perry	Town	MARKET REVALUATION	Dane	2006	Mary Price	608-832-6877
Cambridge	Village	MAINTENANCE	Dane/Jefferson	2001	Lisa Moen	608-423-3712
Milton	City	FULL VALUE MAINTENANCE	Rock	2004	Elena Hilby	608-868-6900
Beloit	Town	MAINTENANCE	Rock	2004	Karry Devault	608-364-2980
Rock	Town	MAINTENANCE	Rock	2009	Deb Bennett	608-362-0598
Union	Town	MAINTENANCE	Rock	2005	Bridgit Larsen	608-882-5323
Fulton	Town	MAINTENANCE	Rock	2006	Connie Zimmerman	608-868-4103
Brodhead	City	MAINTENANCE	Green/Rock	2009	Teresa Withee	608-897-4018
West Baraboo	Village	MAINTENANCE	Sauk	2015	Kathy Goerks	608-356-2516
Portage	City	FULL VALUE MAINTENANCE	Columbia	2001	Marie Moe	608-742-2176
Cambria	Village	MAINTENANCE	Columbia	2002	Lois Frank	920-348-5443
Lodi	City	MAINTENANCE	Columbia	2005	Kathy Clark	608-592-3247
Lodi	Town	MAINTENANCE	Columbia	2009	April Goeske	608-592-4868
Poynette	Village	MAINTENANCE	Columbia	2006	Sue Kilen	608-635-2122
Randolph	Town	MAINTENANCE	Columbia	2006	Rod Kok	920-348-5597
Courtland	Town	MAINTENANCE	Columbia	2007	Kate Raley	920-992-6585
Dekorra	Town	MAINTENANCE	Columbia	2009	Vicki Auck	608-635-2014
Caledonia	Town	MARKET REVALUATION	Columbia	2009	Stephanie Brensike	608-742-4801
Friesland	Village	MARKET REVALUATION	Columbia	2006	Marcia Dylkstra	920-348-5156
Pardeeville	Village	MARKET REVALUATION	Columbia	2002	Brandon Bledsoe	608-429-3121
Elkhorn	City	FULL VALUE MAINTENANCE	Walworth	2001	Sam Tapson	262-723-2219
Lake Geneva	City	FULL VALUE MAINTENANCE	Walworth	2005	Dennis Jordan	262-248-3673
Darien	Town	MAINTENANCE	Walworth	2009	Marilyn Larson	262-882-3393
Geneva	Town	MAINTENANCE	Walworth	2009	Debra Kirch	262-248-8497
Richmond	Town	MAINTENANCE	Walworth	2006	Barb Ceas	608-883-2017
Spring Prairie	Town	MAINTENANCE	Walworth	2009	Debbie Collins	262-642-7477
Sugar Creek	Town	MAINTENANCE	Walworth	2002	Diane Boyd	262-742-3383
Walworth	Village	MAINTENANCE	Walworth	2007	Donna Schut	262-275-2127
Fontana	Village	MAINTENANCE	Walworth	2005	Dennis Martin	262-275-6136
Delavan	Town	MARKET REVALUATION	Walworth	2012	John Olson	262-728-3471
Prairie du Chien	City	MAINTENANCE	Crawford	2012	Barb Elvert	608-326-6406
Beaver Dam	City	FULL VALUE MAINTENANCE	Dodge	2001	John Somers	920-887-4600
Iron Ridge	Village	MAINTENANCE	Dodge	2010	Arlette Lindert	920-387-3975
Fox Lake	Town	MARKET REVALUATION	Dodge	2006	Mason Zantow	920-928-3573
Eldorado	Town	MAINTENANCE	Fond Du Lac	2010	Lori Linger	920-872-5071
Lancaster	City	MAINTENANCE	Grant	2009	Dave Kurihara	608-723-4246
Platteville	City	MAINTENANCE	Grant	2012	Jan Martin	608-348-1821
Jefferson	City	FULL VALUE MAINTENANCE	Jefferson	2006	Tanya Stewart	920-674-7700
Sullivan	Village	MARKET REVALUATION	Jefferson	2002	Heather Rupnow	262-593-2388
Whitewater	City	FULL VALUE MAINTENANCE	Jefferson/Walworth	2008	Michele Smith	262-473-0500
Silver Lake	Village	MAINTENANCE	Kenosha	2012	Terry Faber	262-889-4308
Twin Lakes	Village	MARKET REVALUATION	Kenosha	2014	Jennifer Frederick	262-877-2858
Shorewood	Village	FULL VALUE MAINTENANCE	Milwaukee	2014	Chris Swartz	414-847-2701
Cudahy	City	FULL VALUE MAINTENANCE	Milwaukee	2015	Dennis Broderick	414-769-2204
Glendale	City	MAINTENANCE	Milwaukee	2009	John Fuchs	414-257-1800
Bayside	Village	FULL VALUE MAINTENANCE	Milwaukee/Ozaukee	2006	Lynn Galyardt	414-351-8812
Saukville	Village	MAINTENANCE	Ozaukee	2006	Dawn Wagner	262-284-9423
Burlington	City	FULL VALUE MAINTENANCE	Racine/Walworth	2012	Diahnn Halbach	262-342-1171
Sheboygan Falls	Town	MAINTENANCE	Sheboygan	2009	Jenny Meyer	920-467-1922
Farmington	Town	MAINTENANCE	Washington	2012	Chris Schellinger	262-447-1018
Hartford	City	MAINTENANCE	Washington	2011	Lori Hetzel	262-673-8201
Germantown	Village	MAINTENANCE	Washington	2009	Dave Schornack	262-250-4750
Hartland	Village	MAINTENANCE	Waukesha	2007	Connie Casper	262-367-2714
Prescott	City	MAINTENANCE	Pierce	2009	Jayne Brand	715-262-5544
Dayton	Town	FULL REVALUATION	Waupaca	2015	Judy Suhs	715-258-0930
Rose	Town	MAINTENANCE	Waushara	2005	Lois Kolka	920-622-3765

ACCURATE APPRAISAL, LLC CURRENT CLIENTS

MUNICIPALITY	TYPE	JOB TYPE	COUNTY	ACQUIRED	CONTACT	PHONE #
Menasha	Town	MAINTENANCE	Winnebago	2015	Karen Backman	920-720-7149
Brillion	City	MAINTENANCE	Calumet	2002	Lori Gosz	920-756-2250
Chilton	City	MAINTENANCE	Calumet	2002	Helen Schmidtkofer	920-849-2451
Harrison	Town	MAINTENANCE	Calumet	2007	Travis Parish	920-989-1062
Harrison	Village	MAINTENANCE	Calumet	2013	Travis Parish	920-989-1062
Bovina	Town	MAINTENANCE	Outagamie	2011	Chuck Pluger	920-986-3224
Buchanan	Town	MAINTENANCE	Outagamie	2009	Joel Gregozeski	920-734-8599
Combined Locks	Village	MAINTENANCE	Outagamie	2006	Racquel Giese	920-788-7740
Dale	Town	MAINTENANCE	Outagamie	2007	Jennifer DeZeeuw	920-779-4609
Kimberly	Village	MAINTENANCE	Outagamie	2008	Adam Hammatt	920-788-7500
Seymour	City	MAINTENANCE	Outagamie	2006	Susan Garsow	920-833-2209
Angelica	Town	MAINTENANCE	Shawano	2008	Janet Powers	920-822-5554
Green Valley	Town	MAINTENANCE	Shawano	2006	Janalee Jenerou	715-745-2699
Wescott	Town	MAINTENANCE	Shawano	2009	Angela Vreeke	715-526-9755
De Pere	City	MAINTENANCE	Brown	2005	Dave Hongisto	920-339-4053
Cleveland	Village	MAINTENANCE	Maitowoc	2006	Stacy Grunwald	920-693-8181
Kronenwetter	Village	MAINTENANCE	Marathon	2012	Cindy Falkowski	715-693-4200
Marathon	Town	MAINTENANCE	Marathon	2001	Kelley Blume	715-443-3082
Menominee	Town	MAINTENANCE	Menominee	2009	Ruth Waupoose	715-799-3311
Pine Lake	Town	MAINTENANCE	Oneida	2006	Cindy Skinner	715-362-6071
Upham	Town	MAINTENANCE	Langlade	2002	Leah Antoniewicz	715-275-4229

IMPORTANT INFORMATION

1. Telephone Numbers

- 920-749-8098
- 800-770-3927

2. Fax Number

- 920-749-8099

3. E-Mail Address

- question@accurateassessor.com

4. Mailing Address

- PO Box 415, Menasha, WI 54952
- 1428 Midway Rd., Menasha, WI 54952

5. Website

- www.accurateassessor.com

Basic Information Requirements

- a) Name of firm: Accurate Appraisal LLC
- b) Name and title: Jim Danielson, Owner
- c) Mailing Address: PO Box 415 Menasha, WI 54952-0415 E-Mail Address: leed@accurateassessor.com
- d) Telephone and Fax numbers: P 920-749-8098 F 920-749-8099
- e) I, Jim Danielson, have the authority to commit my firm to the terms proposed.

Business Philosophy

In an effort to deliver a high level of service to our clients, Accurate has created an operational philosophy that ensures that clients are the focus of everything we do. Customer service is the main priority of Accurate. Our goal is to inform and educate the taxpayers, so that all constituents feel like they have been treated fairly and equitably. We will do everything we can to execute this plan.

Basic Qualifications and Experience

- a) We are a statewide assessing firm that is the statutory assessor for 98 municipalities (list and contact information attached). We started our business in the fall of 2000 and now we have 24 full-time employees at Accurate Appraisal LLC - 10 of which are State certified Level 2, 6 are Level 1 and 3 have the Technician certification. We will have specific contacts for your account to allow for seamless transition (resumes attached).
- b) The primary management contact person is Jim Danielson, supported by a level 2 project manager, as well as a level 2 personal property coordinator.
- c) Resumes for Jim Danielson and Lee De Groot, owners are enclosed.

Our Proposed Rates

- a) Our rate is an all inclusive annual flat rate

2016 Time Line

January – Mail out the Personal Property statements. Check new construction.

March/Early April – Field work and 25% walk thru completed.

Late April/Early May – Open book will be held

Early June – Board of Review will be held

Open Book and Board dates can be adjusted.

Lee T. De Groot

—Employment

Accurate Appraisal LLC., Appleton, WI.

Member (June 2000 – Present)

- Current projects: City of Beaver Dam, City of Portage, City of Lake Geneva, City of Stoughton, City of Glendale, City of Brodhead, City of Brillion, City of Chilton, City of Jefferson, City of Elkhorn, City of Monona, City of Edgerton, City of Milton, City of Lodi, City of De Pere, City of Lancaster, City of Prescott, Village of Saukville, Village of Fontana, Village of Bayside, Village of Hartland, Village of Germantown, Village of Kimberly, Village of Mount Horeb, Village of Cambridge, Village of Sullivan, Village of Pardeeville, Village of Cambria, Village of Oregon, Village of Blue Mounds, Village of Cleveland, Village of Combined Locks, Village of Friesland, Village of Poynette, Village of Walworth, Village of Shorewood Hills.
- Company is Statutory Assessor for 98 municipalities statewide.
- Relegating and managing an assessor crew.
- Residential and commercial valuing.
- Open Book and Board of Review Sessions.
- Developed software program.
- Experienced in GVS, Microsolve, and PC Market Drive software.
- Assessor since 1993.

Education

University of Wisconsin – Oshkosh, Bachelor of Science (May 1991)

Major: Political Science, emphasis in Public Administration.

Minor: Business Administration.

Assessor Certification

State of Wisconsin Certified Level 2 Assessor # JQL722814D.

James Danielson

Employment

Accurate Appraisal LLC., Appleton, WI.

Member (June 2000 – Present)

- Largest Current Projects: City of Beaver Dam, City of Portage, City of Lake Geneva, City of Stoughton, City of Glendale, City of Brodhead, City of Brillion, City of Chilton, City of Jefferson, City of Elkhorn, City of Monona, City of Edgerton, City of Milton, City of Lodi, City of De Pere, City of Lancaster, City of Prescott, Village of Saukville, Village of Fontana, Village of Bayside, Village of Hartland, Village of Germantown, Village of Kimberly, Village of Mount Horeb, Village of Cambridge, Village of Sullivan, Village of Pardeeville, Village of Cambria, Village of Oregon, Village of Blue Mounds, Village of Cleveland, Village of Combined Locks, Village of Friesland, Village of Poynette, Village of Walworth, Village of Shorewood Hills.
- Company is Statutory Assessor for 98 municipalities statewide.
- Relegating and managing an assessor crew.
- Residential and commercial valuing.
- Open Book and Board of Review Sessions.
- Developed software program.
- Experienced in GVS, Microsolve, and PC Market Drive software.

Education

University of Wisconsin – Stevens Point, Bachelor of Science

Major: Business Administration.

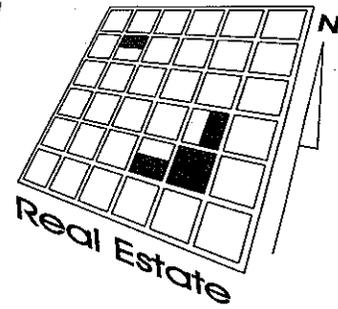
Minor: Economics

Assessor Certification

State of Wisconsin Certified Level 2 Assessor # JQG020214D

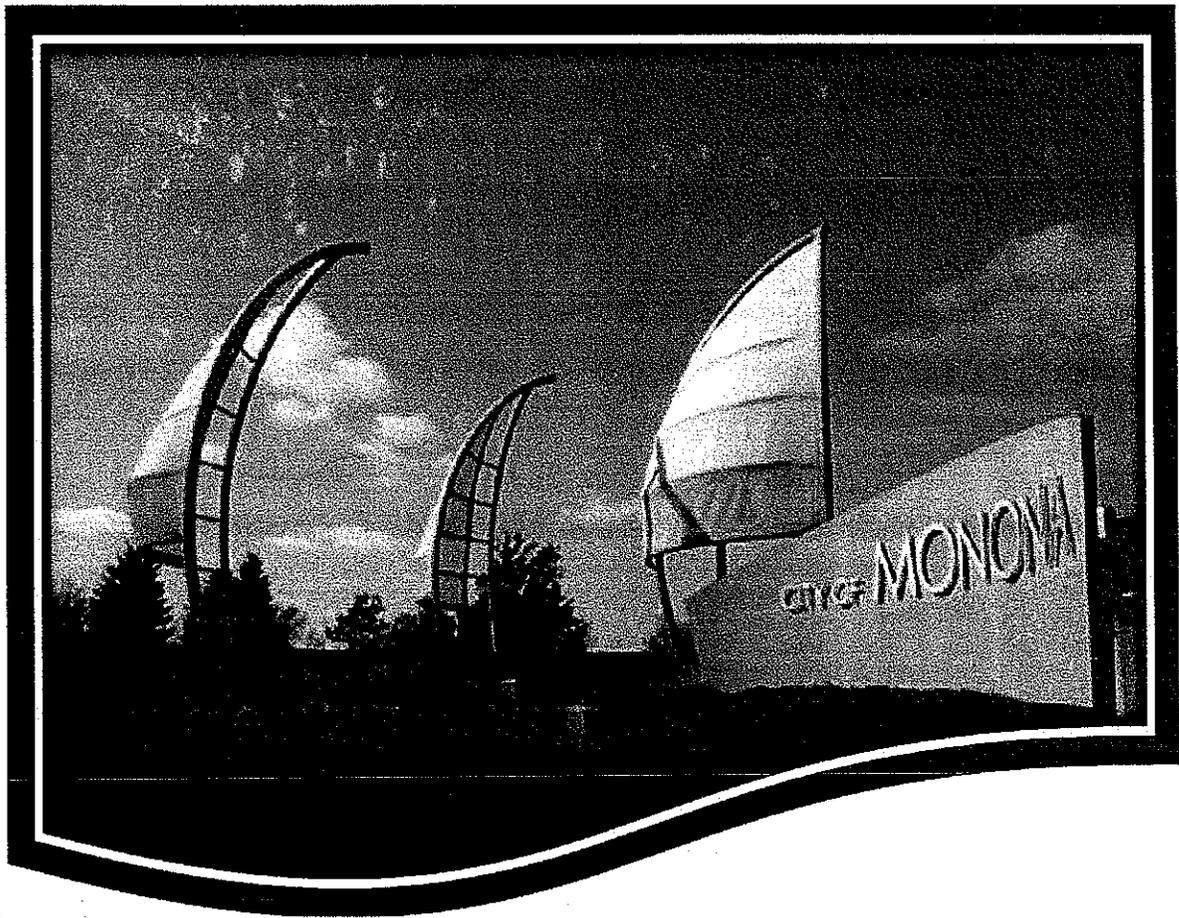
Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



CITY OF MONONA

Dane County



Proposal for
Assessment Services
2016-2018

City of Monona

Request for Proposal - 2016

Cost of Services Summary:

1) Maintenance -

- 2016 – Eighteen Thousand, Five Hundred Dollars (\$18,500.00)
- 2017 – Eighteen Thousand, Seven Hundred Dollars (\$18,700.00)
- 2018 – Eighteen Thousand, Nine Hundred Dollars (\$18,900.00)
- 2019 – Nineteen Thousand, One Hundred Dollars (\$19,100.00)

2) Annual Full Value Maintenance (25% Inspection per year) -

- 2016 – Forty-Five Thousand Dollars (\$45,000.00)
- 2017 – Forty-Five Thousand Dollars (\$45,000.00)
- 2018 – Forty-Five Thousand Dollars (\$45,000.00)
- 2019 – Forty-Five Thousand Dollars (\$45,000.00)

3) Full Interior Revaluation -

- **One Hundred and Fifty-Five Thousand Dollars (\$155,000.00)**
Maintenance and Personal Property charges shall not be incurred during the revaluation year.
- All Associated Appraisal Consultants, Inc., staff members are certified at an appropriate level according to the State of Wisconsin Department of Revenue standards.
- Associated Appraisal Consultants, Inc. shall maintain insurance coverage to protect against claims, demands, actions and causes of action arising from any act, error or omission of the assessor, their agents and employees in the execution of work. The assessor shall be responsible for any and all of their agents and employees while performing acts under the terms of the contract. The City of Monona shall be listed as an additional insured, and a certificate of insurance will be provided to the City.

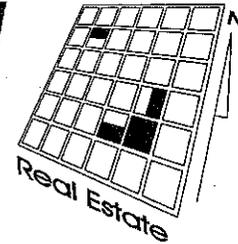
AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

Prepared for the
CITY OF MONONA
Dane County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



1314 W. College Avenue | P.O. Box 2111
Appleton, WI 54912-2111
Phone (920) 749-1995/Fax (920) 731-4158

Lake Geneva Office
Walworth County
P.O. Box 1114
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 49938

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

AGREEMENT FOR MAINTENANCE ASSESSMENT SERVICES

This Agreement is by and between the **City of Monona, Dane County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at 1314 W. College Avenue, Appleton, WI 54914 (hereafter "Assessor") as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement. That being said, this agreement is being provided under the assumption all property records are in a digital format. Digital property records include digital photographs, sketches and property record data compliant with Wisconsin Department of Revenue mandates. In the event the records are not digital, there shall be an additional cost for conversion.

INSPECTIONS. The following inspection cycle is to be completed by the Assessor annually:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

A. PARCEL IDENTIFICATION. The legal description and size of each land parcel shall be contained in the existing property records. The drawings and measurements of each primary improvement shall be contained in the existing property records. For all new records, the Assessor shall provide digital drawings and digital photographs of each primary improvement. In the event of a discrepancy found in existing records, the Assessor shall investigate and correct the record.

B. PREPARATION OF RECORDS. Appropriate records shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records in a computer readable format compatible with the Municipality's computer system and update records within fourteen (14) days of final adjournment of the Board of Review. Records shall be updated prior to open book and again to reflect any changes made at Board of Review.

C. **APPROACH TO VALUE.** Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
- 2) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.
- 3) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

D. **OPEN BOOK CONFERENCE.** Upon completion of the Assessor's review of assessments and prior to completion of the assessment roll, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall mail a notice of assessment for each taxable parcel of property whose assessed value has changed from the previous year. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference. The assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present at least two hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

E. **COMPLETION OF ASSESSMENT ROLL AND REPORTS.** The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: Municipal Assessment Report (MAR), the Tax Incremental District Assessment Report (TAR), The Annual Assessment Report (AAR) and the Exempt

Computer Report (ECR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice (USPAP) as required by the Wisconsin Property Assessment Manual; postage is at the Assessor's expense.

F. BOARD OF REVIEW ATTENDANCE. The Assessor or his/her authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. All Board of Review appeals must be made in a formal manner, which complies with the State Statutes governing the assessment process. This includes filing with the Clerk, prior to the Board of Review, a properly completed objection form.

G. PERSONAL PROPERTY ASSESSMENTS. The Assessor shall prepare and distribute annual personal property statements to all businesses; postage is at the Assessor's expense. By May 1st each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

H. PUBLIC REQUESTS. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

I. AVAILABILITY. The Assessor shall maintain a local or toll free telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. The Assessor shall hold office hours if deemed necessary and agreed upon between the parties at a mutual time and date. If office hours are required, an additional fee will be charged and agreed upon between the Municipality and the Assessor.

J. MUNICIPAL RECORDS. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality at no cost.

II. GENERAL REQUIREMENTS

A. OATH OF OFFICE. As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of city assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality.

C. ASSESSOR PROVIDED INSURANCE AND INDEMNITY. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 200,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit \$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor.

D. OWNERSHIP OF RECORD. All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality,

including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property records, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data (e) if the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the 2016, 2017, 2018, and 2019 assessment years. The assessor shall have completed all work under this agreement on or before the second Monday of May or 30 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. **AUTOMATIC RENEWAL.** This Agreement will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Eighteen Thousand, Five Hundred Dollars (\$18,500.00) for 2016, Eighteen Thousand, Seven Hundred Dollars (\$18,700.00) for 2017, Eighteen Thousand, Nine Hundred Dollars (\$18,900.00) for 2018, and Nineteen Thousand, One Hundred Dollars (\$19,100.00) for 2019** assessment years for maintenance services.
- B. The compensation due the Assessor shall be paid in monthly installments throughout the 2016, 2017, 2018, and 2019 assessment years.
- C. The Municipality shall not be billed for postage, mileage, or supplies.
- D. The Municipality shall be billed Ten Dollars (\$10.00) for each personal property and mobile home account and Two Dollars (\$2.00) for each campground site and building on leased land.

E. **Optional Revaluation Contract:** The Municipality shall have the option for a **Full Revaluation** for the assessment year of **2017, 2018 or 2019**. The Municipality shall pay the Assessor **One Hundred and Fifty-Five Thousand Dollars (\$155,000.00)**. Payment shall be made on a monthly basis for services and expenses incurred during the previous month. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review. Maintenance shall not be charged during the Revaluation year.

F. **Optional Website Posting:** The Municipality shall have the option to post their assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 3117 = \46.76) payable to a third party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
***** Please initial yes or no to post data to the website. *****

Yes _____ No _____

V. **SIGNATURES**



Mark Brown
President
Associated Appraisal Consultants, Inc.

1/7/2016

Date

Authorized Signature
City of Monona, Dane County

Date

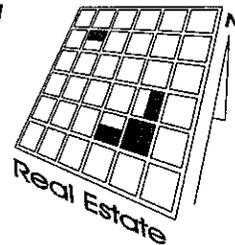
**AGREEMENT
FOR
ANNUAL FULL-VALUE
ASSESSMENT SERVICES**

Prepared for the
CITY OF MONONA
Dane County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



**1314 W. College Avenue | P.O. Box 2111
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Phone (920) 749-1995/Fax (920) 731-4158**

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Walworth County
P.O. Box 1114
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 49938

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

AGREEMENT FOR ANNUAL FULL-VALUE ASSESSMENT SERVICES

This Agreement is by and between the **City of Monona, Dane County, State of Wisconsin**, a municipal corporation (hereafter "Municipality") and ASSOCIATED APPRAISAL CONSULTANTS, INC., with its principal office at 1314 W. College Avenue, Appleton, WI 54914 (hereafter "Assessor") as follows:

I. SCOPE OF SERVICES. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the *Wisconsin Property Assessment Manual* and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement. That being said, this agreement is being provided under the assumption all property records are in a digital format. Digital property records include digital photographs, sketches and property record data compliant with Wisconsin Department of Revenue mandates. In the event the records are not digital, there shall be an additional cost for conversion.

A. COMPLIANCE. Assessor shall keep the City of Monona's assessments in compliance with the Wisconsin Department of Revenue for the duration of this contract. The level of assessment shall annually be kept within 10% of the cities full equalized value.

B. INSPECTIONS. Assessor shall physically inspect 25% of improved properties on an annual basis and update assessment records, such that all improved properties will be inspected on a four-year cycle. The Assessor's annual inspection cycle shall include all of the following:

- 1) New construction, annexed properties, and properties with a change in exemption status shall be physically inspected, and the property record card prepared or updated as needed.
- 2) Properties affected by building removal, fire, significant remodeling (those requiring a building permit), or other major condition changes shall be physically inspected.
- 3) Improved properties under construction over a period of years shall be re-inspected.
- 4) All sales properties, legal description changes, and zoning changes shall be reviewed and inspected if deemed necessary to ensure a fair assessment.
- 5) Requests for review by property owners, made after the close of the municipal Board of Review, and prior to signing the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
- 6) A classification review shall be conducted annually to determine eligibility for agricultural use value assessment and the assessment of agricultural forestland and undeveloped land.

C. PARCEL IDENTIFICATION. The legal description, drawing and measurements of each land parcel and improvements shall be contained in the existing property record cards. Drawings shall be made for all new records. In the event of a discrepancy existing, the Assessor shall investigate and correct the record.

D. PREPARATION OF RECORD CARDS. Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and agricultural improvements. All information relating to the improvements shall be obtained and

shown as provided on the respective forms. The Assessor shall supply to the Municipality a complete set of property records either on computer readable format compatible with the Municipality's computer system if a computer valuation program is used, or a hardcopy if a manual system is used, and update the records within fourteen (14) days of final adjournment of the Board of Review. The records shall be updated prior to the open book and again to reflect any changes made at the Board of Review.

E. APPROACH TO VALUE. Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

- 1) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.
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F. OPEN BOOK CONFERENCE. Upon completion of the Assessor's review of assessments and prior to completion of the assessment rolls, the Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. The Assessor shall send notice to each property owner of any change in assessment. The notice form used shall be that prescribed by the Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen days prior to the first day of the conference for the convenience of property owners. The Assessor shall take the phone calls to schedule appointments for the open book conference. The assessor shall be present at the open book conference for a time sufficient to meet with the property

owners or their agents and shall be present at least two hours or as needed. Assessor shall provide the necessary staff to handle the projected attendance.

G. COMPLETION OF ASSESSMENT ROLL AND REPORTS. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: Municipal Assessment Report (MAR), the Tax Incremental District Assessment Report (TAR), The Annual Assessment Report (AAR) and the Exempt Computer Report (ECR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice (USPAP) as required by the Wisconsin Property Assessment Manual; postage is at the Assessor's expense.

H. BOARD OF REVIEW ATTENDANCE. The Assessor or his/her authorized representative shall attend all hearings of the Municipal Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. All Board of Review appeals must be made in a formal manner, which complies with the State Statutes governing the assessment process. This includes filing with the Clerk, prior to the Board of Review, a properly completed objection form.

I. PERSONAL PROPERTY ASSESSMENTS. The Assessor shall prepare and distribute annual personal property statements to all businesses; postage is at the Assessor's expense. By May 1st each year the Assessor will review statements and follow up with un-filed or incorrect statements. The Assessor shall determine the appropriate assessment. The Assessor shall exercise particular care so that personal property as a class on the assessment roll bears the same relation to statutory value as real property as a class.

J. PUBLIC REQUESTS. The Assessor shall timely respond to all open records requests received by the Assessor. In so doing, the Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47(7)(af), regarding income and expense information provided to the assessor and board of review; and sec. 77.265, the real estate transfer return.

K. AVAILABILITY. The Assessor shall maintain a local or toll free telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays. Internet communication is available twenty-four hours per day. The Assessor shall timely respond to all telephone inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. The Assessor shall hold office hours if deemed necessary and agreed upon between the parties at a mutual time and date. If office hours are required, an additional fee will be charged and agreed upon between the Municipality and the Assessor.

L. MUNICIPAL RECORDS. The Municipality shall allow access and make available to the Assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality at no cost.

II. GENERAL REQUIREMENTS

A. OATH OF OFFICE. As the Assessor is a corporation, the person designated as responsible for the assessment shall take and subscribe to an oath or affirmation supporting the Constitution of the United States and to the State of Wisconsin and to faithfully perform the duties of Assessor. The oath shall conform to Section 19.01, Wis. Stats. and be filed with the Municipal Clerk prior to commencing duties. Assessor shall assume the appointed office of city assessor as per Wisconsin Statutes 70.05 (1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless the Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement.

B. QUALIFICATIONS AND CONDUCT OF PERSONNEL. The Assessor shall provide at its own expense any personnel necessary and shall comply with the following:

- 1) All personnel providing services shall be currently certified in compliance with Sec. 70.05 and 73.09, Wis. Stats. and the administrative rules prescribed by the Wisconsin Department of Revenue.
- 2) Assessor's field representatives shall carry photo identification cards and a general letter of introduction/identification on Municipal letterhead.
- 3) All employees, agents, or representatives of the Assessor shall conduct themselves in a safe, sober, and courteous manner while performing services within the Municipality.
- 4) The Assessor shall review any complaint relative to the conduct of the Assessor's employees and take appropriate corrective action. If the Municipality deems the performance of any of Assessor's employees unsatisfactory, the Assessor shall, for good cause, remove such employees from work upon written request by Municipality.

C. ASSESSOR PROVIDED INSURANCE AND INDEMNITY. The Assessor agrees as follows:

- 1) The Assessor shall obtain and maintain during the term of this contract full coverage insurance to protect and hold harmless the Municipality which insurance is to include:

(a) Workers Compensation State of Wisconsin requirements

(b) General Liability

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 200,000
Medical Expense	\$ 10,000

(c) Comprehensive Auto Liability

Combined Single Limit

\$ 1,000,000

- 2) The Assessor shall provide the Municipality with certificates for all required insurance, with the Municipality as a named insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums.
- 3) Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the Municipality against all claims, actions, proceedings, damages, and liabilities, including reasonable attorneys fees, arising from or connected with the Assessor's activities in connection with the services provided to the Municipality, including but not limited to, any acts or omissions of the Assessor, the Assessor's employees, agents, representatives, and any other person doing business with Assessor. This paragraph is not to be in conflict with Sec. 893.89(4), Wis. Stats.

C. **OWNERSHIP OF RECORD.** All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality, including (a) all records prepared in connection with assessments in the Municipality including, but not limited to property record cards, personal property forms, maps, and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps, and Assessor's records, and (c) materials specifically obtained and/or used for performance of assessment work for the Municipality, to include aerial photos, maps, depth factor tables, copies of leases, correspondence with property owners, sales data, copies of real estate transfer returns, and operating statements of income property, and (d) if the record system is computerized, at a minimum, provide that the software be able to create an exportable text file of data, (e) if the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

III. TERM AND TERMINATION

A. **TERM.** The term of this Contract is for the 2016, 2017, 2018, and 2019 assessment years. The assessor shall have completed all work under this agreement on or before the second Monday of May or 30 days thereafter, excluding appearances beyond the Board of Review. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

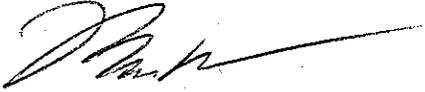
B. **TERMINATION.** Either party may terminate this Contract only with cause, cause being defined as default of the other party of terms of this Contract upon sixty (60) days written notice to the other party. Upon termination by either party, Assessor shall deliver to the Municipality all records and materials in Assessor's possession used or created during this Contract. During the 60-day wind down period, both Assessor and the Municipality shall act in good faith with each other and cooperate in the orderly transfer of records.

C. **AUTOMATIC RENEWAL.** This Agreement will automatically renew for successive annual assessment years unless either party, on or before July 1 of the preceding year, notifies the other party by certified mail of their desire to non-renew.

IV. COMPENSATION

- A. The Municipality shall pay the Assessor **Forty-Five Thousand Dollars (\$45,000.00) per year** for each of the 2016, 2017, 2018, and 2019 assessment years for maintenance assessment services.
- B. The compensation due the Assessor shall be paid in installments throughout the 2016, 2017, 2018, and 2019 assessment years.
- C. The Municipality will not be billed for additional expenses such as postage, mileage, or supplies.
- D. The Municipality shall be billed Ten Dollars (\$10.00) for each personal property and mobile home account and Two Dollars (\$2.00) for each campground site and building on leased land.
- E. **Optional Website Posting:** The Municipality shall have the option to post their assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 3117 = \46.76) payable to a third party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.
***** Please initial yes or no to post data to the website. *****
Yes _____ No _____

V. SIGNATURES



Mark Brown
President
Associated Appraisal Consultants, Inc.

1/7/2016

Date

Authorized Signature
City of Monona, Dane County

Date

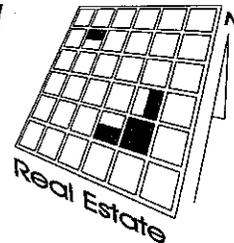
AGREEMENT FOR REVALUATION ASSESSMENT SERVICES

Prepared for the
CITY OF MONONA
Dane County

By

***Associated Appraisal
Consultants, Inc.***

Appleton ■ Hurley ■ Lake Geneva



1314 W. College Avenue | P.O. Box 2111
Appleton, WI 54912-2111
Phone (920) 749-1995/Fax (920) 731-4158

Lake Geneva Office
Walworth County
P.O. Box 1114
Lake Geneva, WI 53147-1114

Ironwood, Michigan Office
N10257 Lake Road
Ironwood, MI 49938

Hurley Office
Iron County
P.O. Box 342
Hurley, WI 54534-0342

**SECTION I
GENERAL AGREEMENTS**

This agreement is made by the **City of Monona, Dane County, State of Wisconsin**, hereinafter referred to as "Municipality."

AND

ASSOCIATED APPRAISAL CONSULTANTS, INC., whose principal office is located at 1314 W. College Avenue, Appleton, WI 54914, hereinafter referred to as "Assessor." In consideration of the promises and agreements hereinafter set forth, and in consideration of the execution of those promises, both parties agree to the following:

1. SCOPE OF SERVICE:

Assessor shall perform a revaluation of all taxable real estate in the City of Monona, Dane County, State of Wisconsin, pursuant to Wisconsin Statutes 70.05(5), for the assessment year of 2017, 2018, or 2019, for which service the Municipality agrees to pay Assessor the sum of compensation outlined in Section V of this agreement. All services rendered shall be completed in full accordance and compliance with Wisconsin Statutes, the Wisconsin Property Assessment Manual and all rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue as of the date of this agreement.

2. ASSIGNMENT OF CONTRACT:

Assessor will not assign, subcontract or transfer this agreement or any part of this agreement without written approval from the Municipality.

3. PERSONNEL:

Assessor shall provide certified, experienced and competent employees of good character to perform all work necessary during the various phases of the revaluation program. All field staff members shall carry a photo identification tag and drive a vehicle clearly marked with our company name. In the event that the Municipality shall at any time during the program consider the services of any employee to be unsatisfactory, Assessor shall immediately remove such employee upon written request.

4. INSURANCE:

Assessor shall maintain during the term of this contract full insurance coverage to protect and hold harmless the Municipality. Insurance shall include: (a) workers compensation in compliance with state laws, (b) comprehensive general and public liability covering operation, (c) comprehensive automobile liability and property damage with coverage to include owned, hired, and non-hired motor vehicles used by Assessor, and (d) proper and sufficient insurance to cover loss of records withdrawn from the Municipality by Assessor for its use as well as records in process under this agreement. Assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in the office supplied by the Municipality.

Limits of liability shall not be less than:

General Liability:

General Aggregate	\$ 2,000,000
Products/Completed Operations	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Personal & Advertising	\$ 1,000,000
Fire Damage	\$ 200,000
Medical Expense	\$ 10,000

Worker's Compensation:

Bodily Injury by Disease-Each Employee	\$ 100,000
Bodily Injury by Disease-Policy Limit	\$ 500,000
Bodily Injury by Accident-Each Accident	\$ 100,000

Comprehensive Auto Liability:

Combined Single Limit of Liability:	\$ 1,000,000
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A certificate from the insurance carrier attesting to coverage shall be provided to the Municipality. The insurance provider will be authorized to transact business in the State of Wisconsin.

Liability for bodily injury, disability, and/or death of employees or any person or for damage to property caused in any way, directly or indirectly, by the operations of the Assessor within the Municipality shall be assumed by that Assessor and the Assessor shall indemnify and hold harmless the Municipality against all claims, actions, proceedings, damages, and liabilities, including reasonable attorney's fees, arising from or connected with the Assessor's activities in connection with the services provided to the Municipality, including but not limited to, any acts or omissions of the Assessor, the Assessor's employees, agents, representatives and any other person doing business with Assessor. This paragraph is not to be in conflict with Sec. 893.89(4), Wis. Stats.

5. ROLE OF ASSESSOR:

Assessor shall assume the appointed office of city assessor as per Wisconsin Statutes 70.05(1) for the duration of this contract and shall perform all statutory duties appertaining to such office. As such the Municipality shall hold harmless Assessor from all claims and liabilities relating to the assessment or taxation of property, including but not limited to claims made under Statutes 74.35, 74.37 and circuit court claims, unless otherwise specified in this agreement.

6. PUBLIC RELATIONS:

During the course of the revaluation, Assessor shall carry on a suitable program of public information in a manner dictated by experience to be most effective and productive, and of such nature that will allow the Municipality to actively participate. This program shall include a general mailing to all property owners with information regarding the revaluation process. If necessary, the program shall include the furnishing of speakers, holding press conferences and preparing press releases. Upon written request, Assessor agrees to meet with the governing body of the Municipality to discuss areas of work such as public relations, procedures, progress, valuations and concerns.

7. DURATION:

Assessor shall complete all work on or before September 30th of the year in which the revaluation services are contracted for. In the event that unforeseen circumstances delay the completion of work, an extension will be granted upon mutual agreement.

8. PUBLIC REQUESTS:

Assessor shall timely respond to all open records requests received by the Assessor. In so doing, Assessor shall comply with the confidentiality provisions of the law, including sec. 70.35(3), regarding the personal property return; sec. 70.47 (7)(af), regarding income and expense information provided to Assessor and Board of Review; and sec. 77.265, the real estate transfer returns.

9. AVAILABILITY:

Assessor shall maintain a local or toll free telephone service to receive calls from the Municipality or property owners five days a week from 8:00 a.m. to 4:30 p.m. excluding holidays. The Assessor shall maintain an internet option for communication that is available twenty-four hours per day. The Assessor shall timely respond to all inquiries within two working days or sooner. The Assessor shall copy the municipal clerk on those issues that have been raised to the clerk or board and subsequently passed on to the Assessor. The Assessor shall hold office hours if deemed necessary and agreed upon between the parties at a mutual time and date. If office hours are required, an additional fee will be charged and agreed upon between the Municipality and the Assessor.

10. COMPLETION OF ASSESSMENT ROLE AND REPORTS. The Assessor shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the Wisconsin Property Assessment Manual. The Assessor shall provide final assessment figures for each property to the Municipality, and the roll shall be totaled to exact balance. Assessor shall prepare and submit all reports required of the Assessor by the Wisconsin Department of Revenue including: Municipal Assessment Report (MAR), the Tax Incremental District Assessment Report (TAR), The Annual Assessment Report (AAR) and the Exempt Computer Report (ECR). Assessor shall follow the Uniform Standards of Professional Appraisal Practice (USPAP) as required by the Wisconsin Property Assessment Manual; postage is at the Assessor's expense.

SECTION II DATA COLLECTION & APPRAISAL

1. FIELD APPRAISAL:

Assessor shall physically visit and inspect 100% of the taxable improved properties. Assessor shall make a careful inspection of all buildings and improvements located on such properties and shall carefully measure, list and compute the full market value for all improvements using professionally acceptable appraisal practices. All inspections will be conducted between the hours of 8:00 AM and 7:00 PM, Monday through Friday, Saturday if necessary, excluding legal holidays. Assessor and Municipality will work with the building inspector to obtain PDF's of the floor plan or blue prints for all new residential and commercial structures. Assessor will make a reasonable attempt to inspect the interiors of all dwellings and primary commercial buildings. Assessor will mail letters asking property owners to schedule appointments for interior inspections.

2. PROPERTY RECORDS:

(a) Assessor shall create a complete digital database of all parcels within the municipality, including information on each property's ownership, class, land size and use, and improvement information. The database shall be created using CAMA software and shall include digital photographs and sketches of primary improvements.

(b) Property records shall be updated utilizing CAMA software, showing the property information used as a basis for the revaluation, including the measurements of all primary building improvements. Assessment records shall include all data and material obtained and/or used for the valuation of properties.

(c) All records prepared or maintained in connection with assessments in the Municipality shall at all times be and remain the sole property of the Municipality.

(d) Within 30 days after completion of the revaluation program, Assessor shall turn over all assessment records to the Municipality, including property record cards, maps, and a computer file back-up of the electronic database.

(e) If the municipality requires a conversion of the electronic assessment records to a neutral file format, such as a text file format or a tab delimited format, the municipality agrees to pay the actual cost of such conversion.

3. DWELLING DATA:

When appraising single-family and multi-family dwellings, Assessor shall document and consider the physical characteristics and condition of the dwelling. Such characteristics shall include the type of dwelling, story height, square footage, basement area, wall construction, siding type, roof, floors, interior finish, heating system, fireplaces, plumbing fixtures, number of rooms, age, physical condition, general quality of construction, and attachments such as garages, decks and porches. Sales data and rental information will be documented and considered when applicable. All information collected will be recorded as a permanent part of the property records.

4. VACANT LANDS:

Assessor shall inspect all vacant parcels of land where access may be practicably obtained. Any vacant lands not physically inspected will be viewed by way of recent aerial photography. Sales data for vacant lands will be collected and compiled based on neighborhoods or geographic locations within the municipality. Land values will be derived from vacant and improved sales and will consider all factors that may affect resale value, such as location, size, shape, topography, zoning, utilities, current use and other factors. In developing land values, all forms, maps and land valuation tables shall be left with the Municipality. All maps such as plat maps, zoning maps or other maps needed to accurately value land will be supplied by Municipality or obtained at the Municipality's expense.

5. APPROACH TO VALUE:

Assessor shall assess all taxable real estate according to market value, as established by professionally acceptable appraisal practices, except where otherwise provided by law. Assessor shall consider the sales comparison approach, the cost approach and the income approach in the valuation of all property.

(a) **Sales Comparison Approach.** Assessor will collect, compile and analyze all available sales data for the municipality in order to become familiar with the prevailing market conditions and activity. A detailed analysis of sales data will be prepared, including a picture book of recent residential and agricultural sales. Vacant land sales will also be compiled and analyzed. In valuing property by the sales comparison approach, subject properties will be appraised through a detailed comparison to similar properties that have recently sold, making careful consideration of similarities and differences between the subject and comparable sale properties.

(b) **Cost Approach.** The cost approach to value will be considered for all taxable improved property. Replacement costs for residential and agricultural improvements will be calculated per Volume II of the *Wisconsin Property Assessment Manual*. Replacement costs for commercial improvements will be calculated using Marshall & Swift valuation service. All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence will be accurately documented and deducted from current replacement costs.

(c) **Income Approach.** Consideration of the income approach to value will be made when the income or potential income generated by the real estate is deemed likely to affect the property's resale value. Data to be analyzed will include economic rents, typical vacancy rates and typical operation expense ratios. In the valuation of property by the income approach, adequate records will be prepared, showing a reconstruction of income and expenses, as well as all calculations used to arrive at market value, including formulas and capitalization rates as appropriate to the type of property being appraised.

SECTION III NOTIFICATION & DEFENSE OF ASSESSMENTS

1. ASSESSMENT NOTICES:

A notice of assessment shall be mailed for each taxable parcel of property whose assessed value has changed from the previous year. Assessor shall be responsible for the preparation and timely mailing of all assessment notices by First Class Mail. The cost of postage shall be borne by the Assessor. In the event that Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the postage costs of certified mail.

2. OPEN BOOK:

At the completion of the revaluation work and following statutory requirements, the Assessor shall hold informal hearings referred to as the Open Book, prior to the Board of Review. During the Open Book, interested property owners may view the assessment roll and discuss their individual appraisals. Assessor shall take the phone calls to schedule appointments for the open book conference. Assessor shall provide necessary staff to accommodate the projected attendance. Assessor shall work with the Municipality to determine the date when the Open Book will take place. The Municipality will provide an appropriate area to conduct the Open Book. Unless otherwise specified in this agreement, the informal hearings will be held for as many days as needed.

3. BOARD OF REVIEW:

Assessor shall furnish a representative for as many days as needed to provide sworn oral testimony at the Board of Review in support of all assessed values being formally challenged. Municipality shall comply with state statutes and Department of Revenue training requirements with regard to Board of Review hearings. Municipality agrees that all Board of Review appeals must be made in a formal manner, by filing a completed Form of Objection with the Clerk at least 48 hours before the opening of the Board of Review. In the event of any appeal beyond the Board of Review to the Department of Revenue or to the Courts, Assessor shall provide a representative to furnish testimony in defense of the values established by the revaluation for all such cases within the first 90 days after adjournment of the Board of Review for up to eight employee hours.

SECTION IV ITEMS TO BE PROVIDED BY MUNICIPALITY

1. MEETING SPACE:

Municipality shall furnish a suitable space in which to hold the Open Book conference and the Board of Review at no cost to Assessor.

2. ACCESS TO RECORDS:

Municipality shall allow access and make available to Assessor municipal records such as, but not limited to, previous assessment records and rolls, sewer and water layouts, building permits, tax records, zoning ordinances and documentation pertaining to future land use planning.

3. MAPS:

Municipality shall provide at no cost to Assessor any plat maps, zoning maps, cadastral maps, or other maps currently in the possession of the municipality. In the event that such maps necessary for our work are not in the possession of the municipality, Assessor shall obtain them from the County surveyor, Register of Deeds, or other sources at the Municipality's expense.

4. POSTAGE COSTS:

Assessor shall be responsible for the cost of postal services associated with the revaluation program. This cost includes, but is not limited to, a general informational mailing, written requests to view property, notices of assessment, and mailing of documents such as maps and assessment rolls. In the event that Municipality requires Assessor to send letters by certified mail, Municipality shall be responsible for the postage costs of certified mail.

SECTION V COMPENSATION & TERMS OF PAYMENT

1. COMPENSATION:

Payment shall be made on a monthly basis for services and expenses incurred during the previous month. Monthly invoices shall reflect the percentage of work completed, less 5 percent retained by the Municipality until completion of the revaluation and final adjournment of the Board of Review. All payments shall be made to: Associated Appraisal Consultants, Inc., P.O. Box 2111, Appleton, Wisconsin, 54912-2111, within thirty (30) days from the date of billing.

2. COST OF SERVICES:

Assessor shall perform all of the services stated in the above agreement for the assessment year of **2017, 2018, or 2019**, according to the terms specified herein for the sum of:

One Hundred and Fifty-Five Thousand Dollars (\$155,000.00)

Maintenance charges shall not be incurred the revaluation year.

Optional Website Posting: The Municipality shall have the option to post their assessment data on our website for an additional cost of a penny and a half per parcel per month ($\$.015 * 3117 = \46.76) payable to a third party vendor. Should the parcel count change, this cost would decrease or increase at the rate of \$.015 per parcel.

***** Please initial yes or no to post data to the website. *****

Yes _____ No _____

3. SIGNATURES:



Mark Brown
President
Associated Appraisal Consultants, Inc.

1/7/2016

Date

Authorized Municipality Signature
City of Monona, Dane County

Date

Our Mission.....

To provide our municipal clients

the highest standard of assessing services.

We do so by following sound assessing methodology,

developing municipal equity without bias and

providing a professional, courteous staff.

City of Monona

Request for Proposal - 2016

Company Overview:

- Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as the statutory assessor or supporting the local municipal assessor.
- With over 57 years of experience, Associated Appraisal has provided consulting/assessment services throughout Wisconsin. We have had the opportunity to reassess/revalue municipalities that have increased or decreased in value. With the diversity of our client base ranging from the shores of Lake Geneva to the backwoods of northern Wisconsin, we are aware of the many complexities of assessment practices. This diversity and experience is what gives Associated Appraisal the leading edge.
- Associated Appraisal Consultants, Inc. has over 250 municipalities throughout the State of Wisconsin.
- Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction, wear Associated Appraisal company ID tags and apparel, and drive red company trucks clearly identified as Associated Appraisal fleet vehicles.
- When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will be willing to assist you. Our website offers access to municipal assessment records twenty-four (24) hours per day.
- Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with The Associated Appraisal team. Our corporate office is located in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).
- Associated Appraisal Consultants, Inc., takes great satisfaction in our company's history with the capacity to perform all of the necessary administrative and technical functions that municipalities come to expect.
- Associated Appraisal Consultants, Inc. adheres to the Wisconsin Property Assessment Manual and the timelines that were developed by the Wisconsin Department of Revenue.
- Associated Appraisal Consultants, Inc. will communicate in a timely manner with the municipal staff and taxpayers to ensure a successful completion of work.

References

City of Wisconsin Dells

Nancy Holzem
Clerk/Treasurer
PO Box 655
Wisconsin Dells, WI 53965
608-254-2012

City of Fort Atkinson

Matt Trebatoski
City Manager
101 N. Main Street
Fort Atkinson, WI 53538
920-536-7760

Village of Cottage Grove

Deb Winter
Clerk/Treasurer
221 E. Cottage Grove Road
Cottage Grove, WI 53527
608-839-4704

Village of Waunakee

Julee Helt
Clerk
PO Box 100
Waunakee, WI 53597
608-850-2827

Town of Springfield

Carolyn Hacker
Clerk/Treasurer
6157 County Hwy P
Dane, WI 53529
608-849-7887

Village of Johnson Creek

Joan Dykstra
Clerk/Treasurer
PO Box 238
Johnson Creek, WI 53038
920-699-2296

Town of Westport

Bob Anderson
Utility, Finance & Info Systems Manager
5387 Mary Lake Road
Waunakee, WI 53597
608-849-4372 x 214

City of Neenah

Chris Haese
Director of Community Development
211 Walnut Street
Neenah, WI 54956
920-886-6125

Town of Sun Prairie

Jo Ann Ramsfield
Clerk
5556 Twin Lane Road
Marshall, WI 53559
608-837-6688

Village of Maple Bluff

Sarah Danz
Clerk/Treasurer
18 Oxford Place
Madison, WI 53074
608-244-3048

Town of Bristol

Sandy Klister
Clerk/Treasurer
7747 County Road S
Sun Prairie, WI 53590
608-837-6494

Village of Dane

Teresa Hughey Groves
Clerk/Treasurer
PO Box 168
Dane, WI 53529
608-849-5422

Town of Cottage Grove

Kim Banigan
Clerk/
4058 County Rd N
Cottage Grove, WI 53527
608-839-5021 ext. 32

City of Menasha

Peggy Steeno
Comptroller/Treasurer
140 Main Street
Menasha, WI 54952-3190
920-967-3630

More references available upon request.

City of Monona

Request For Proposal - 2016

Comments from References of ASSOCIATED APPRAISAL CONSULTANTS, INC.

Randy Friday, Village Administrator
Village of Sherwood

"We have used Associated Appraisal for a number of years now. They have on-line access which we have found useful - and I direct any & all questions to them. This has worked out well. I've only ever heard minor cajoling from I believe 2 property owners in my 2 1/2 years here. And, our Open Book is quite quiet. So, long story short, I would give them a very good recommendation from Sherwood perspective."

John Dougherty, City Administrator
City of Reedsburg

"Associated Appraisal has done assessor services here for a number of years and we are very happy with their services. Last year we had two citizens come to BOR but neither of them bothered to contact AAC or come in during open book, nor did they have any comparables. They just didn't like their assessment."

Thomas Stoffel, Comptroller/Treasurer
City of Menasha

"The City of Menasha has been using the services of Associated Appraisal Consultants since 2007. At the time our assessment department was staffed with an assessor and a deputy assessor. Our assessor left to take another job and our deputy retired. That appeared to be the best time for the City to look at privatizing that function and hopefully achieve a cost savings. There were vocal concerns from council members about losing service for the taxpayer; they could not just walk in and find someone in that department and other unfounded comments. Associated was given a one year contract, in effect a testing period, to see if this was a viable way to run the assessment function. At the end of that year, opposition on the council had faded, few if any comments were received from the public and Associated was given a four year contract which runs through 2011.

In my opinion it is working well. There has been some shakeout in that some jobs performed by the assessors, but not really part of the assessment function, had to be taken over by other departments. But Associated has been very good to work with, Mr. John Holton and Mr. Mark Brown are the City's principal contacts and are always ready to sit down and talk about any problems that do come up, though they rarely do. I would recommend them for any appraisal or assessment service you are looking to have performed. As for the cost savings, the 2006 City budget for the assessor's function was \$135,061; the 2010 City budget for the assessor's function is \$71,130.00

Dale D. Darling, City Clerk/Treasurer
City of Wisconsin Dells

"We have used Associated Appraisal for about the last 14 years for both annual maintenance and 2 revaluations. They have provided the City good service during those years at a fair cost. We refer most calls relating to valuations from our property owners directly to them. They has an 800 number in which the property owners can contact them directly and receive a prompt response to their inquiry. Since the City is in four different counties Associated Appraisal deals with a variety of issues with a lot of

properties with respect and very professional. I had no complaints. They stayed in contact with me regarding all the aspects of what was to come. I was very pleased to of had Luke Mack, represent our Town.

When their work was done and we had our Open Book and Board of Review all went very smooth, they handled all the residents with consideration and consistency. The Open Book team were all very professional and respectful."

Diane G. Smith, Town Chairman
Town of River Falls

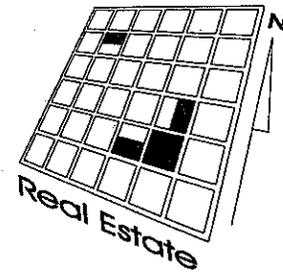
"I am writing on behalf of the River Falls Town Board to state our appreciation for the excellent services that Associated Appraisal staff has provided since we began contracting with your firm in 2011. We have found both your office and field staff to be very professional and responsive to our citizenry.

"Our town undertook a town-wide revaluation process this year. Our entire board was very surprised when not a single objection was heard at our recent Board of Review. Walt Hughes and staff worked diligently to answer any and all questions that came out of the process. The answers may not have always been what property owners wanted to hear, but they were provided in a manner that people understood why their assessments were established as such."

Real Estate

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Mark A. Brown

Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

SUMMARY: Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements and department policies and procedures.

Summary of Qualifications

- Ten years experience in appraisal and assessment.
- Considerable ability to communicate complex information tactfully and effectively both orally and in writing with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

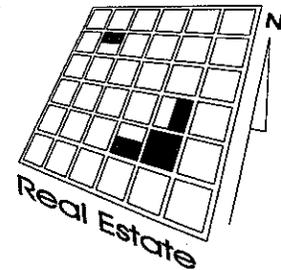
2014 - Present
President

2005 – 2014
Director of Project Management, Certified Assessor Level III

- Responsible for the management of the assessment staff to ensure revaluation projects are completed accurately and in a timely manner.
- Advise on the policy and methodology used to determine estimated fair market value and assign its proper classification in accordance with Wisconsin Statutes.
- Advise on the proper methodology to appraise the value of agricultural, commercial, residential, and personal properties.
- Provide quality control and supervision of the final output and ensure that proper documentation and records are maintained.
- Research and keep current on issues and developments that impact the municipalities' assessment function.
- Direct reassessment and appraisal programs on all agricultural, commercial, residential, and personal properties within the municipalities' limits.

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Distressed Property Considerations
Appraising Apartments – 74.37 Appeals
Valuation of Large & Unique Buildings
Reconstructing Income & Expense
Preparing for a S. 70.85 Assessment Appeal
Mark Brown Resume (continued)

March, 2010
September, 2009
September, 2009
September, 2009
April, 2009

Using the Latest Mapping & GIS Tech. For Appraisal Purposes
Sales Validation with Foreclosure Issue Focus
Wisconsin Tax Policy for Assessors
ABCs of Environmental Contamination
Board of Review: An Assessment Perspective
Mega Dairy Farms
Introduction to Subsidized Housing
Assessing 101
Correction of Assessment Errors-Statutory Procedures
Appraising Convenience Stores

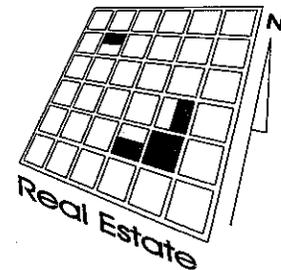
April, 2009
March, 2009
March, 2009
December, 2008
March, 2008
September, 2007
September, 2007
April, 2005
April, 2005
March, 2005

Professional Memberships

International Association of Assessing Officers
Wisconsin Association of Assessing Officers

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Dean W. Peters

Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

SUMMARY: A skilled and experienced municipal Assessor, having successfully performed over 30 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages and cities throughout the state of Wisconsin.

Summary of Qualifications

- Seventeen years experience in appraisal and assessment.
- In-depth knowledge of professionally accepted appraisal practices for residential, commercial, multi-family and agricultural property.
- Full working knowledge of laws and regulations pertaining to local property tax assessment.
- Strong knowledge of real estate property values and land economics.
- Extensive experience with analysis of trends in market value based on real estate sales.
- Familiarity with variations in building construction costs throughout Wisconsin.
- Extensive experience with appraisal of high-value lakefront property.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and circuit court.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, Microsolve, GVS, MCost, and others.
- Ability to effectively communicate complex information both orally and in writing with state government, county government, elected officials, municipal staff, the media, and the general public.
- Involved in managing, training and educating of assessment staff.
- Organizational skills to effectively prioritize and manage multiple work projects.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

2008 – Present

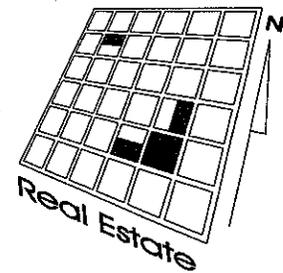
Director of Project Management, Certified Assessor Level III

- Responsible for the management of assessment staff to ensure that annual assessment work is completed accurately and in a timely manner.
- Implement policies and training in response to changes in property tax law and assessment practices.
- Supervise the creation of computerized assessment databases to ensure accuracy, completeness and compatibility with statistical analysis.
- Give expert advice to other assessors and staff regarding appraisal practices and assessment law.
- Work as part of the management team to efficiently operate the company.

2003 – 2008

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Instructor - Three Appraisal Reports Conforming to USPAP Standard 6
Successful Public Relations for Assessors
IAAO Course 311 – Residential Modeling Concepts
IAAO Course 101 – Fundamentals of Real Property Appraisal
Unique Commercial Buildings
IAAO Course 400 – Assessment Administration
IAAO Course 300 – Fundamentals of Mass Appraisal
USPAP 15 Hour National Course 2010-11
Instructor - Unique Commercial Buildings
Discounted Cash Flow & Band of Investment
Downtown Redevelopment in a Tax Incremental District
Property Tax Exemptions
Assessor Requirements & the Wisconsin Property Assessment
Preparing for a S. 70.85 Assessment Appeal
Using the Latest Mapping & GIS Tech. for Appraisal Purposes
Sales Validation with Foreclosure Issue Focus
Wisconsin Tax Policy for Assessors
Mega Dairy Farms
Appraising Convenience Stores

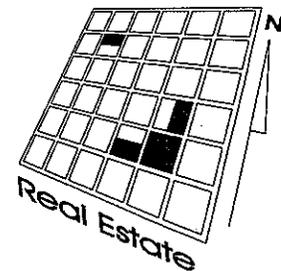
September, 2012
June, 2012
December, 2012
March, 2012
March, 2012
March, 2012
December, 2011
October, 2011
October, 2010
September, 2010
June, 2010
September, 2009
September, 2009
September, 2009
April, 2009
April, 2009
March, 2009
March, 2009
September, 2007
March, 2005

Professional Memberships

International Association of Assessing Officers
Wisconsin Association of Assessing Officers
Project Management Institute

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



Mark R. Verhyen

Associated Appraisal Consultants, Inc.
1314 West College Avenue
Appleton, WI 54914

SUMMARY: A skilled and experienced municipal assessor and assessment technician. Currently in a leadership role within the Personal Property Tax Department at Associated Appraisal Consultants, Inc. Prior work experience includes work in the construction field.

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin

2003 – Present

Mobile Home and Personal Property Administrator

- Compile the annual personal property assessment roll.
- Discover and catalog new personal property accounts for local taxable businesses.
- Create, mail, and review the annual personal property returns.
- Determine taxability or exemption of reported personal property.
- Balance the personal property assessment roll with the County Tax Lister to ensure exact correctness of assessments for tax billing.
- Administer mobile home parking permit fees for manufactured home communities.
- Physically inspect, measure and catalog mobile homes for municipal records.
- Appraise mobile homes using valuation schedule with adjustments determined by sales ratio studies.
- Mail, receive and review lottery credit eligibility reports.
- Supervise the personal property assistant and personal property clerk.
- Answer questions and concerns from taxpayers, realtors and municipal officials.

Education

Fox Valley Technical College – Appleton, Wisconsin

Certifications

Assessor I Certification - WI98684CA

Assessment Technician Certification – WI98684CA

Continuing Education

Mobile Home Municipal Permit Assessments & Personal Property Assessments	October, 2012
AAR Report	October, 2012
Personal Property 201	October, 2012
Personal Property Overview	October, 2004
Dealing with the Taxpayer from Hell (and Other Coping Strategies)	October, 2004

Professional Memberships

Wisconsin Housing Alliance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ADEMINO & ASSOCIATES INC DAVID ADEMINO 1001 TRUMAN P O BOX 99 KIMBERLY, WI 54136-0099 DAVID VAN BOOGARD	CONTACT NAME: DAVID VAN BOOGARD PHONE (A/C No, Ext): 920-734-3110 FAX (A/C No): 920-734-6027 E-MAIL ADDRESS: dvanboogard@ademino.com
	INSURER(S) AFFORDING COVERAGE INSURER A: QBE INSURER B: UNDERWRITERS AT LLOYDS, LONDON INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ASSOCIATED APPRAISAL CONSULTANTS INC PO BOX 2111 APPLETON, WI 54912	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		CFB 0859674	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CBA 0859671	11/01/2015	11/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CCU 0859673	11/01/2015	11/01/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	CWC 0859672	11/01/2015	11/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	ERRORS & OMISSIONS		PGIARK03504-01	01/12/2015	01/12/2016	\$5000 DED 1,000,000
A	HIRED AUTO PHY DAM		CBA 0859671	11/01/2015	11/01/2016	\$500 DED 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SAMPL-1

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 DAVID VAN BOOGARD

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: GIS

**MONTHS
OF:**

November –
December, 2015

Accomplishments:

Relicensing of ArcGIS Online and ArcGIS for Desktop
Utility data updates and data aggregation
Ground truthing of utility data
Public mapping updates – ArcGIS Online
Revisions and Publication of Comprehensive Planning maps
Landmarks Map and Web Mapping Application
Data Management and review
Data preparation for SLAMM Modeling
Data Preparation for general mapping
Data aggregation for Plat Map updates
Cross Departmental Mapping Support and data management

Major Projects:

Comprehensive review, updates, and continuous maintenance to Utility data
Comprehensive Planning Maps/Edits and Publication, passing through Plan commission review
Management of ArcGIS Online maps and data
Public works online map edits and upgrades, training of field crew in Mobile Applications for mapping utilities and data collection
Field Crew Edits and implementing edits to ArcGIS Online maps on site, Front End Mapping
Review of As-Built data and indexing of As-Built, bringing files more current

In Progress / Routine Duties:

All of the above

Upcoming Objectives / Events:

All of the above, mapping utility upgrades and printing large scale maps for Water utility crew

Personnel:

Brad Bruun, Public Works Project Coordinator, GIS Specialist, and Sustainability Coordinator

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Sustainability

**MONTHS
OF:**

November -
December, 2015

Accomplishments:

Progress in: Writing and Revising Annual Report for Sustainability Plan
Progress in: Writing and Revising 2016 Implementation Plan
Progress in: Writing and Revising Scope and Definitions for UniverCity Alliance Project
Progress in: Recording and Reporting on energy usage, water consumption, waste consumption, and overall utility information for all municipal facilities. Benchmarking procedures for the GTLC Energy Task Force and EPA Energy Portfolio Manager
Advertised Monona's Award for Bronze as a Bike Friendly Community, attended meeting for Regional Bike Friendly Communities, planning for future progress toward application for Silver Award and potential for projects relating to Bikeability
Attend and progress toward Bicycle Wayfinding Signage – Regional Effort, Consortium
Attend meetings for Intergovernmental Agreement for MAMSWAP and Yahara WINS, review SLAMM Model results, review IGA and Adaptive Management strategies and municipal responsibilities.
Review Solar Project Results and Energy Analysis, CBA, and efforts to complete summary document to track energy savings
Grant Reporting and Reimbursement requests for Stormwater projects
Grant Application aggregation of necessary documentation for Schluter stormwater improvements
Attend Sustain Dane meetings and report updates for 5, 2015 Sustain Dane projects
Planning in regards to Green Businesses Map for Monona, communication with Kristy Shilling of MESBA

Major Projects:

Monona Annual Report on Sustainability Progress
Monona Green Business Map
GTLC Energy Task Force: Energy Benchmarking and EPA Energy Portfolio
Sustain Dane Project Wrap-up and Reporting
Solar Summary of Energy Savings and Movement to new Net Metering with MGE
UniverCity Alliance Project

Routine Duties:

Monona Green Business Map – Revision of previous attempts, planning, and business survey revisions
Sustainability Plan: Annual Report, 2015 – Energy audits, data mining, and formatting
Sustainability Plan: Implementation Plan, 2016 – Formatting and planning
Solar Summary and Energy Analysis – Energy analysis and billing audits
UniverCity Alliance Project – Project Scope and Definition, correspondence and planning

Upcoming Deadlines and Events:

Sustain Dane MPower Public Showcase – January 22nd.
Meet with Jason Vargo (UW Alliance) and Faculty Staff (UW Professors) to go over matching courses for UniverCity Alliance project – End of Month, January
Finish revisions to business survey for Green Monona Map - March
Finish updating Annual Report for Monona Energy Auditing and Sustainability Plan – By end of February
GTLC Summary Report and Energy Task Force Energy Benchmarking – Energy Audits and data mining – By end of January
Finish Solar Savings Analysis – By end of January
Water Utility: Water Star Community – Silver Award Application – By end of March

Personnel:

Brad Bruun, Public Works Project Coordinator, GIS Specialist, and Sustainability Coordinator
Michael Wanta, Sustainability Intern

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Planning, Zoning, Economic Development **MONTH OF:** December 2015

Accomplishments:

- Completed final draft of the 2016-2036 Comprehensive Plan and distributed copies to Plan Commission, City Council, and Department Heads. Public hearings will be noticed and held at upcoming Plan Commission and Council meetings.
- Completed revisions of Historic Conservation Code Section 13-1-64 for Council review (approved by Landmarks Commission and Plan Commission)
- Drafted resolution for ratification of existing City of Monona Landmark Properties
- Drafted resolution/ordinance and adoption schedule for final Comprehensive Plan adoption
- Developed syllabus for course to be taught at UW Department of Urban and Regional Planning Spring 2016 as part of the UniverCity Alliance
- Solicited potential developer for Riverfront Project. Concept materials and plans are currently being reviewed by the interested developer.
- Met with potential developer for 6400 Monona Drive (Homburg Property).
- Met with potential developer for 501 W Broadway (O'Driscoll Property).
- Coordinated ZBA Meeting 12/10/15 – Lombardo Variance
- Coordinated Plan Commission Meeting 12/14/15 – Approved Gordon Flesch site improvements, held prehearing conferences for Broadway Square, Rosy Cheeks & Co, and Swad Indian Restaurant expansion, and approved draft Comprehensive Plan map series.
- Coordinated Landmarks Commission meeting 12/16/15 – Heard from Guest Joe DeRose, WHS Survey Historian
- Cancelled December CDA Meeting

Major Projects / Issues:

- Comprehensive Plan, Riverfront, and Ordinance Revisions (Sign Code & Historic Conservation)

In Progress / Routine Duties:

- Recruiting developer(s) for Riverfront Project
- Drafting Sign Code updates per Plan Commission request to be reviewed by Attorney Cole
- Completing Comprehensive Plan summary, presentation, and adoption requirements
- Working with UW Faculty to develop scope of work for UniverCity Alliance projects and to teach a Spring 2016 course.
- Regular minutes and agenda for January committee meetings.
- Reviewing recently completed projects for occupancy permits and zoning code compliance.

Upcoming Objectives / Events:

- January 11th and 25th Plan Commission reviews of Comprehensive Plan.
- Historic Conservation Ordinance/Landmark Property Resolution.
- Sign Code updates.
- Recodification assignments.
- Annual report.

Personnel:

- Appointed to Advisory Board for United States Green Building Council – Wisconsin Chapter.

**MONONA POLICE DEPARTMENT
MONTHLY REPORT**



NOVEMBER 2015

McFarland Officer Ryan Copeland

On November 23, 2015, McFarland Officer Ryan Copeland was driving to pick up his K-9 partner when his marked squad was struck by another vehicle that crossed over the center line of an ice and snow covered two lane roadway. Ryan, who was only 33 years old, died at the scene. The officers from the Monona PD work very closely with the McFarland PD and have been grief stricken with his sudden loss. A memorial fund has been established through the McFarland State Bank, 5990 UW Hwy 51, McFarland, WI 53558.

OPERATIONS DIVISION

In November of 2015, the Operations Division handled 40 vehicle crashes, which are down slightly from 48 last month. Vehicle crashes are a significant part of a Police Officer's day. There were 140 traffic warnings, 145 traffic citations, and 14 parking tickets issued. There were a total of 1,289 calls for service in November

Training

Officer Hickmann attended 8 hours of domestic violence strangulation training.

Officer Wedig attended an 8 hour Uniform Tactic instructor recertification training.

Speed Trailer

The speed trailer is in storage for the winter, however to request the speed trailer in your neighborhood contact Officer Jim Reiter at: jreiter@ci.monona.wi.us

Security Checks

Officers performed 208 security checks in the month of November. A security check is when an Officer goes into a business and walks around to meet with staff to discuss any problems that the businesses are aware of. This also serves as a deterrent for theft. For the overnight shift, this entails checking the perimeter of the business and pulling on doors to make sure the businesses are secure.

Retail Thefts

There were 61 retail theft cases in November, up considerably from 50 cases in October. Around 40 cases are typical in a month. These cases can be time consuming if the suspect flees and follow-up outside the City is necessary.

Tellurian Treatment Center

In November we had 3 calls to the Tellurian property totaling 17 hours of police time.

Use of Force Incidents

There were no Use of Force reports in November.

1st Shift

On November 18th at 11:39am an Officer was dispatched to the Medicine Shoppe Pharmacy and Easter Seals Donation Center for a report of criminal damage to their signs. This is a senseless crime which displays a horrible contempt for the hard work of these business owners who have to replace the signs. At this time the suspect remains unidentified and no motive is known.



The photo below is a great reminder that the first snowfall, and any snowfall, causes a lot of vehicle accidents to occur. When it snows, give yourself extra time to get to your destination, and give yourself extra distance between other vehicles. This accident occurred on November 21st at 12:50pm. The roads were wet but clear of snow and ice. The driver of this vehicle said he skidded on the wet pavement and struck the vehicle in front of him. He was cited for Inattentive Driving and for Operating While Revoked. The other driver was not injured.



Lieutenant Curtis Wiegel is the Operations Commander and 1st shift patrol supervisor. He can be reached at cwiegel@ci.monona.wi.us

2nd Shift

During the month of November second shift handled 17 Crashes, 26 Retail Thefts, 104 Traffic Stops were made, and they responded to numerous other calls for service. All of these numbers are up slightly from last year at this time. Here are some of the more significant calls for service.

On November 14, Officers responded to Denny's for a large fight in progress involving up to 25 people. Everyone was gone by the time the officers arrived. A witness advised that the incident involved all family members and it was all just verbal.

On November 25 around 9:07pm Officers responded to a disturbance in the Pier 37 lot near UW Credit Union. Officers learned that an unknown subject was driving reckless in the lot failing to stop for the stop sign by the credit union. While at the red light at Broadway the complainant honked his horn at the suspect. At that time the suspect exited his vehicle and approached the complainant. The suspect began yelling and punched the side mirror of the complainant's vehicle causing damage.

In the month of November Officers on second shift made 6 arrests on warrants. These warrants were discovered while handling calls for service. Most of the warrants were through the Department of Corrections for subjects violating their conditions of Probation. One warrant was for possession of drugs. The suspects were taken to the Dane County Jail on their warrants.

Sergeant Jeremy Winge is the 2nd shift patrol supervisor and can be contacted at: jwinge@ci.monona.wi.us

3rd Shift

During the month of November, the Monona Police Department third shift officers handled 2 vehicle crashes, 6 retail thefts and responded to several disturbance calls. Officers made 76 traffic stops, which in the first time in many years there were no traffic stops that resulted in an OWI arrest. Officers were also busy with several domestic and civil disputes. Here are some of the more significant calls for service.

On November 7th, 2015, at 1:22 a.m., officers responded to an address on Shato Ln for what started as a 911 disconnect. The investigation revealed that an adult daughter got into a fight with her boyfriend, who left on foot. Afterward the daughter, who had been drinking, damaged the house and took her parents vehicle without permission. She was located, arrested and booked into the Dane County jail for OWI, Domestic Disorderly Conduct and Bail Jumping.

On November 26th, 2015, at 12:45 a.m., officers were dispatched to a local tavern for an intoxicated female who had passed out in the bathroom. The bartender was concerned as the subject was highly intoxicated. Officers were able to locate a responsible party.

On November 26th, 2015 at 1:25 a.m. officers responded to a single vehicle crash on Broadway near Copps Avenue. The vehicle had heavy front end damage and the operator was unconscious. They were able to wake the female driver up and determine she was not injured and had just fallen asleep. The subject was for OWI 1st offense. A breath test later showed she had a blood alcohol content of .16 g/210L.



If you have any questions, concerns, or if you have further information on any crimes, please contact the Monona Police Department at 222-0463. Sergeant Adam Nachreiner is 3rd shift patrol supervisor and can be contacted at anachreiner@ci.monona.wi.us

Community Resource Officer

For a majority of the month of November Officer Reiter was assigned to patrol as a field training officer and working road minimums. He was able to participate in the following crime prevention and community relations activities:

November 3rd he gave a safe talk presentation at the Monona Community Center for the Stepping On organization about being safe while out in the community.

November 4th, the citizens' academy took place. The group was taken to the Domestic Abuse Intervention Shelter (DAiS) where the topic of domestic violence was discussed. An Assistance District Attorney was present along with an Advocate from DAiS and a presentation was given about laws, treatment, and aid as it related to domestic violence.

November 6th, he gave a presentation at Monona Heritage located at 111/211 Owen Rd. The topic was about keeping safe in and around their building. He also assisted with the funeral processional for Don the late owner of Don's Towing. This took place at Gunderson Funeral Home and approximately 40-50 large tow trucks were present.

November 11th was the last day of the Police Citizens' Academy. The academy met at Pizza Oven on Monona Drive where a presentation/recap of the last few weeks was

displayed. Also a certificate of completion was given to all participants. Even a “cone award” was given for the “best driver!”



November 24th, Officer Reiter stood along USH 12 with several area law enforcement officers to Honor Fallen McFarland Police Officer Copeland for a procession from Madison to Janesville.

November 30th, he was assigned patrol minimums to cover for Intoximeter training. He also attended Intoximeter training later in the day.

If you would like to involve the Monona Police Department in a community presentation or event, please contact Community Resource Officer James Reiter at (608) 222-0463 or jreiter@ci.monona.wi.us

INVESTIGATIVE DIVISION

Detective Unit

During the month of November, 89 cases were reviewed for possible referral to the Investigative Division.

Crime	Number of Cases
Death Investigation	1
Drug Investigation	2
Fraud	12
Overdose	1
Sex Assault/Offense	1
Stolen Vehicle	3
Retail Theft	61
Theft	8

Members of the Investigative Unit were assigned to, or assisted with, 24 incidents.

Current Investigations

MO15-04108 - SEXUAL ASSAULT OF A CHILD

UPDATE After several months of investigation, many interviews and meetings with ADA's and CPS workers, it was determined that this case would not be prosecuted.

MO15-05596 – BURGLARY

Detectives continued to work on this burglary following up on leads.

MO15-06651 – FORGERY

Fake money was passed at a local business. Detectives are working with other agencies, including the Secret Service. Leads have been developed and it is an active investigation.

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MO15-06505 – FRAUD/ID THEFT

A victim whom resides in Florida had her identity stolen and had her credit card fraudulently used at a store in Wal-Mart. Detectives are attempting to obtain video to possibly identify a suspect.

MO15-XXXX – CHILD ABUSE

A Monona Detective was assigned to a case where a 13 year old girl showed up at school with a minor bruise on her face and she claimed it was from her mother striking her. The detective teamed up with Dane County CPS and interviewed the daughter and the mother. There is a potential of criminal charges in this case, however, for the time being Monona PD is allowing CPS to take the lead on this case.

MO15-06390 – THEFT

A citizen who owned several over the road trucks reported that two of his semis were being "held hostage," in the state of Mississippi by two of the driver's that he leased the trucks to. A detective took the report and spoke to the others involved in Mississippi and determined that there was no criminal activity at that time.

If you have any information to provide in any of the above listed incidents:

Det. Matthew Bomkamp can be contacted at mbomkamp@ci.monona.wi.us

Det. Sgt. Ryan Losby can be contacted at rlosby@ci.monona.wi.us

Other Activities

Property room management

Municipal court officer duties

School Resource Officer

Following are some of the more significant cases handled by the SRO during November.

A battery took place at the skate park in Monona on Halloween night involving approximately 9 current and former GDS students. A former GDS student was cited.

Three students were involved in a fight at the Glacial Drumlin School. All three students received municipal citations for disorderly conduct along with school consequences.

Dane County Human Services (DCHS) reported a student at MGHS was involved in inappropriate activities with other students. After extensive investigation, DCHS will follow up on this case.

A mother of a Glacial Drumlin School student reported her son was being bullied by another GDS student. Incidents occurred on the bus in Cottage Grove. Case referred to CGPD.

A MG21 student reported receiving inappropriate photographs of another student from that student's ex-boyfriend. Investigation continuing.

Two students at MGHS were cited with municipal citations for disorderly conduct in separate instances for repeated use of profanity in the classroom.

SRO Shawn Fogeltanz can be contacted at sfogeltanz@ci.monona.wi.us

Clerk of Courts

During the month of November, 243 traffic, municipal ordinance and parking citations were issued. In addition there were 140 warnings issued for various traffic offenses. Twelve adults were also referred to the Dane County District Attorney's Office for criminal charges.

Dispatch

The Monona Communications Center dispatches Police, Fire, and EMS, answers routine phone calls from citizens seeking information or wanting police assistance, processes citation payments, prepares and submits accident reports to the State of Wisconsin, files law enforcement related paperwork, and performs many other routine daily duties.

During the month of November, Dispatchers handled 1,289 calls for service. Of these calls for service, 122 calls came in on the 911 lines. Many of the calls for service are converted into incidents which require a report and additional paperwork. On average, each incident, consumes about 1.5 hours of the Dispatcher's time.

Lieutenant Sara Deuman is the Technical Services Commander in charge of Dispatch and Investigations. She can be contacted at sdeuman@ci.monona.wi.us