

AGENDA

CITY COUNCIL
MONONA PUBLIC LIBRARY MUNICIPAL ROOM
1000 NICHOLS ROAD
MONDAY, FEBRUARY 1, 2016
7:30 P.M.

- A. Call to Order.
- B. Roll Call and Pledge of Allegiance.
- C. Approval of Minutes from January 19, 2016.
- D. Appearances.
- E. Public Hearing. (None)
- F. Consent Agenda.
 - 1. Approval of Applications for 2015/2016 Operator Licenses:
 - a. Franklin T. Nelson, Speedway – Monona Drive
 - b. Alicia A. Rowe, Speedway – Monona Drive
 - c. Katlyn M. Dhein, Speedway – Royal Avenue
- G. Council Action Items.
 - 1. Unfinished Business.
 - a. 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).
 - b. Consideration of Resolution 16-1-2073 Approving a Proposal for City Assessment Services (City Administrator).
 - 2. New Business.
 - * a. Consideration of Resolution 16-2-2076 Authorizing the Issuance and Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016 (Finance Director).
 - b. Consideration of Resolution 16-2-2075 Approving an Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (Public Works Director).
 - c. Convene in Closed Session under Wisconsin Statute section 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Wisconsin Professional Police Association Contract).
 - d. Reconvene in Open Session Under Wisconsin Statute Section 19.85(2).
 - e. Consideration of Resolution 16-2-2077 Approving the Terms of Contract with Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (City Administrator).

*Request for immediate action

- 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.
 - 1. Election Inspectors, January 1, 2016 – December 31, 2017:
 - a. Patricia Howell
 - b. Kate Kvale
 - c. LaVerne Schwengel
- J. Adjournment.

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 28, 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 19, 2016

The regular meeting of the Monona City Council was called to order by Mayor Miller at 7:31 p.m.

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

Excused: Alderperson Kathy Thomas

Absent: Alderperson Doug Wood

Also Present: City Administrator April Little, Fire Chief Scott Sullivan, Assistant Fire Chief Dan Eklof, Public Works Director Dan Stephany, City Planner Sonja Reichertz, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A motion by Alder O'Connor, seconded by Alder Speight to approve the Minutes from the January 4, 2016 City Council meeting, was carried.

APPEARANCES AND PUBLIC HEARING

There were no Appearances or Public Hearing.

CONSENT AGENDA

A motion by Alder Speight, seconded by Alder O'Connor to approve the following, was carried:

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. LeCleir, Tobacco Outlet Plus

The following items were moved forward in the Agenda to accommodate those present.

NEW BUSINESS

A motion by Alder Busse, seconded by Alder Speight to suspend the rules and take action on Resolution 16-1-2070 Approving a Contract Renewal with EMS Medical Billing Associates, LLC, was carried.

Fire Chief Sullivan reported this is a renewal of the existing contract. Language was amended by City Attorney Cole changing the location for any potential lawsuits to Dane County instead of Milwaukee County. The service provided the last five years has been excellent and revenues have increased.

A motion by Alder Busse, seconded by Alder O'Connor to approve Resolution 16-1-2070 Approving a Contract Renewal with EMS Medical Billing Associates, LLC, was carried.

A motion by Alder Busse, seconded by Alder Speight to suspend the rules and take action on Resolution 16-1-2071 Purchase Approval of a 2016 Pierce Enforcer PUC Triple Combination Pumper Rescue, was carried.

Fire Chief Sullivan reported this is for approval of a planned Capital Budget purchase. All fire vehicles are from a single source which eases use. The early-purchase discount reduces borrowing interest and is under budget by \$53,000. The current Engine 2 will be sold. Assistant Fire Chief Ekloff reported this engine has been built to the City's specifications with the chassis lowered to fit into the garage. Other specifications were reviewed. This vehicle will remain in service until 2023. Equipment from a squad vehicle that will not be replaced will fit into this engine.

A motion by Alder Speight, seconded by Alder Busse to approve Resolution 16-1-2071 Purchase Approval of a 2016 Pierce Enforcer PUC Triple Combination Pumper Rescue. On a roll call vote, all members voted in favor of the motion.

UNFINISHED BUSINESS

Public Works Director Stephany reported the Public Works Committee approved the state contract purchase of an Ewald dump truck that is under budget and will be shared with the Parks Department.

A motion by Alder Speight, seconded by Alder O'Connor to approve Resolution 16-1-2064 Purchase Approval of One Current Model Year One-Ton Chassis Cab. On a roll call vote, all members voted in favor of the motion.

Public Works Director Stephany reported the Public Works Committee approved the Lakeside International plow truck. The fiscal note and summary proposal have been updated. The second lowest bidder's engine didn't meet specifications and their bid did not include delivery or engine certification costs so it ended up as the highest bid. Alder Busse expressed appreciation for the additional research.

A motion by Alder Speight, seconded by Alder Holmquist to approve Resolution 16-1-2065 Purchase Approval of One Current Model Year Plow Truck Equipment Package. On a roll call vote, all members voted in favor of the motion.

City Planner Reichertz reported the following Resolution is a record-keeping action to ratify which properties are actually designated landmarks.

A motion by Alder O'Connor, seconded by Alder Holmquist to approve Resolution 16-1-2069 Ratifying the List of City of Monona Landmark Properties, was carried.

City Planner Reichertz reported the following Ordinance amendment raised concern that the Council's authority regarding landmark property demolition was changed. It was not and three items were added. A demolition permit now triggers review, Landmarks Commission review was added, and language was added at the beginning of the Ordinance regarding the landmarks process.

A motion by Alder O'Connor, seconded by Alder Speight to approve Ordinance 1-16-673 Amending Section 13-1-64 of the Code of Ordinances Concerning Historic Conservation, was carried.

A motion by Alder Speight, seconded by Alder Holmquist 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 Busse reported the findings of fact regarding the City Planner Salary Adjustment were that this is a promotion with added responsibilities and a change in job title.

A motion by Alder Holmquist, seconded by Alder Speight to approve Resolution 16-1-2068 Revising the Title and Salary for the City Planner Position, was carried.

A motion by Alder Holmquist, seconded by Alder Speight to approve Resolution 16-1-2074 Amending the 2016 Operating Budget for the City Planner/Economic Development Director Salary Adjustment, was carried.

NEW BUSINESS

City Planner Reichertz provided information on 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. This is a renewal of the contract for professional planning services. Duties vary month to month but here is a "not to exceed" amount in place. This will be reviewed at the next CDA meeting. Mayor Miller reported City Planner Reichertz manages this service but he is concerned that vendors seem to always meet the contract amounts. This will be paid for through short-term borrowing or by Finance Director Houtakker's preference to borrow against the General Fund and charge the TIF interest. That way all of the funds wouldn't have to be used. There is a substantial reserve.

A motion by Alder Speight, seconded by Alder O'Connor to suspend the rules and take action on the 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, was carried.

City Clerk Andrusz reported this is an extension into the back half of the business unit next door to provide a more private space for meetings and parties. Parking and emergency egress plans have been approved by the Plan Commission.

A motion by Alder Speight, seconded by Alder O'Connor to approve the 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, was carried.

A motion by Alder Speight, seconded by Alder O'Connor to suspend the rules and take action on the 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, was carried.

City Clerk Andrusz reported this is new ownership for Licali's Market. Meat will no longer be sold; it will be a liquor store only. Security, lighting, and store layout will be improved by the new owner. Alder Holmquist stated sidewalk and plant maintenance as well as signage were issues with the former owner. A Façade Improvement grant should be considered. Alder Speight stated this could be addressed at license renewal time.

A motion by Alder Speight, seconded by Alder O'Connor to approve the 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, was carried.

A motion by Alder Speight, seconded by Alder Holmquist to suspend the rules and take action on the 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, was carried.

City Clerk Andrusz reported that because this involves changes in the entire Board as well as the Agent, she brought this forward for License Review Committee and City Council review. There are no changes in operation but additional security cameras will be installed both inside and outside the building.

A motion by Alder Speight, seconded by Alder O'Connor to approve the 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, was carried.

A motion by Alder Busse, seconded by Alder Speight to suspend the rules and take action on Ordinance 1-16-674 Amending Chapter 7-13 of the Code of Ordinances Concerning Transient Merchants, was carried.

City Clerk Andrusz reported this will address the additional requirements the food carts entail and also update the entire Ordinance to current practices. Application forms have been updated to match the Ordinance language. Alder Speight reported there will not be food carts on Monday nights this summer but they will be at special events.

A motion by Alder Busse, seconded by Alder Speight to approve Ordinance 1-16-674 Amending Chapter 7-13 of the Code of Ordinances Concerning Transient Merchants, was carried.

City Administrator Little provided information on Resolution 16-1-2073 Approving a Proposal for City Assessment Services. Two proposals were received in response to the RFP. She has worked with both Accurate Appraisal, LLC and Associated Appraisal Consultants, Inc. with no issues. Accurate's lower cost 4-year contract saves \$36,420 and includes at no charge letters to all property owners and website data loading. However, she contacted the Department of Revenue about an assessment practices complaint they received and reviewed. She would like both vendors to come to the Council and provide information.

Mayor Miller stated it would be prudent to gather information from both sides of the complaint. The City Clerk has stated she is satisfied with Accurate's work and there have been no follow-up actions or lawsuits after the Boards of Review. Accurate does maintenance assessments in other communities, which are based upon building permits, as opposed to full value assessment that is done in the City, which are also based upon sales. The issues raised to the Department of Revenue do not affect the City. Germantown, the source of the complaint, still uses Accurate. The low bidder should be taken so a full review and information gathering should be done regarding Accurate. Members agree.

Alder Speight stated a full revaluation typically delays the final Board of Review. Work would start in February. Alder Busse expressed concern and tabled this issue at Finance & Personnel. Alder Holmquist questioned bringing in the other vendor as there are no questions about either proposal and there are no issues, only a desire for more information. City Administrator Little reported there is very little variation between the two company's services. Members agree to only ask Accurate Appraisal to come in person and default to Associated Appraisal Consultants if not satisfied. Mayor Miller stated the City Attorney could add an escape clause if issues come up.

REPORTS

Members announced committee meeting dates.

Alder O'Connor reported City staff will present at the Empower event this Friday morning at the Monona Terrace Convention Center.

City Clerk Andrusz reported that Election Inspector training has been scheduled. She has begun using the WisVote system and is working with GAB on various program issues.

Mayor Miller invited all to show support and try Jeng's Asian Kitchen, the fourth new restaurant to open in the City since last summer. They had wonderful reviews in the Wisconsin State Journal. The ice skating rink is smooth and ready for use. Growth in the Monona Eastside Business Alliance is impressive. He compliments Media Coordinator Will Nimmow for fixing the problem that caused the radio station to cease streaming on Facebook tonight – on the way to the hospital for his baby's birth! Best wishes are sent to the new family.

APPOINTMENTS

There were no Appointments.

ADJOURNMENT

A motion by Alder Speight, seconded by Alder Holmquist to adjourn, was carried. (8:33 p.m.)

Joan Andrusz
City Clerk

**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%

**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:



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • MADISON, WI

Mailing Address:
2135 Rimrock Road • PO Box 8971
Madison, Wisconsin 53708-8971

Phone: (608) 266-7750
Fax: (608) 267-0835
Email: bapdor@revenue.wi.gov

May 23, 2014

VIA CERTIFIED MAIL

James Danielson
Accurate Appraisal, LLC
1428 Midway Road
P.O. Box 415
Menasha, WI 54952-0415

Dear Mr. Danielson:

The Wisconsin Department of Revenue (DOR) received your May 7, 2014 letter, responding to our April 22, 2014 request for information. You provided us incomplete information in your review of the Village of Germantown's 2013 sales. We require additional clarification on your verification and validation of these 2013 sales.

You must provide the following to DOR by June 13, 2014

1. Item 2a from our April 22, 2014 letter requested the dates you interviewed the grantor and grantee. You only provided the dates you sent the letters and viewed the properties.
 - a) **Provide the dates you interviewed the grantor/grantee to verify property characteristics at the time of the sale**
2. You mentioned viewing all properties that sold on January 20, February 6, March 5 and March 17 in response to item 2b from our April 22, 2014 letter.
 - a) **How many of the 286 sales did you conduct an interior inspection? Please provide the dates of these inspections.**
 - b) **How many property record cards did you update due to changes identified through the inspection process?**
3. You provided us with all the sales questionnaires you received (96 total) and said you would send second letters by May 23, 2014 to those who did not respond. As stated in our April 22, 2014 letter, you reported useable and reject information to DOR for all 286 sales by the end of March 2014.
 - a) **What information did you use to determine whether the 286 sales were usable or rejected transactions without the sales questionnaires?**
 - b) **Explain why you did not distribute these questionnaires at the same time as the sale date?**

Enclosed is a copy of our April 22, 2014 letter with our request for the sales information, the remaining requests for the 2014 Open Book and Board of Review dates, and other 2014 assessment information. Please remember you are required to provide this information to us.

Thank you for your cooperation.

Sincerely,

Scott R. Shields, Director
Technical and Assessment Services

Enclosure

cc: David Schornack, Administrator, Village of Germantown; Lee De Groot, Accurate Appraisal
Claude Lois, Administrator, Division of State and Local Finance; Tonya Buchner, Director, Equalization Bureau
Pat Chaneske, Supervisor of Equalization, Milwaukee District



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • MADISON, WI

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2135 Rimrock Road • P.O. Box 8971
Madison, WI 53708-8971
Phone: (608) 266-7750
Fax: (608) 267-0835
Email: bpador@revenue.wi.gov

February 10, 2015

VIA CERTIFIED MAIL

James Danielson & Lee DeGroot
Accurate Appraisal, LLC
1428 Midway Road
PO Box 415
Menasha, WI 54952-0415

Dear Mr. Danielson & Mr. DeGroot:

Thank you for meeting with us on January 13, 2015 to discuss your 2014 assessment practices in the Village of Germantown, Washington County. At the meeting, we discussed the January 22, 2014 letter we sent you and our ongoing review of your 2014 assessment work in the Village of Germantown and other municipalities.

Maintain uniform assessments

We discussed your questions on a maintenance assessment versus an interim market update, exterior revaluation and full revaluation. As we discussed on December 3, 2013 and January 13, 2015, you are required to maintain uniform assessments according to the Wisconsin Property Assessment Manual (WPAM). Chapters 4 and 7 of the WPAM define uniformity and specify what changes you can make based on the type of assessment. You may not single out specific properties as a result of a sale during a maintenance assessment.

Your responsibility is creating a uniform assessment roll and providing that roll to the Board of Review (BOR) for the appeal process:

- You defend your assessments at the BOR based on the assessment type completed for that year
- As an example, consider a maintenance assessment and a property owner who appeals to the BOR with a sale of the subject. You would:
 - Explain to the BOR and property owner that market updates were not conducted
 - Provide an overview of changes made for maintenance (e.g., classification, annexations, new construction)
 - Identify the year when a revaluation was last conducted and properties were adjusted for market calculations
 - Provide the current overall relationship of assessments to full value, outlining the level of assessment
- BOR has the authority to change the assessment based on the sale price even during a maintenance year

Verify and validate sales

You mentioned changing your practices for sales occurring during 2014 and reporting those changes to DOR by February 13, 2015:

- You stated that you are verifying and validating sales according to Chapter 5 of the WPAM, which includes verifying the characteristics at the time of sale through an interview of the grantor and grantee, and by physically viewing the property
- You mentioned confusion on whether physically viewing requires an interior inspection:
 - Page 14-55 of the WPAM defines actual view as a detailed viewing of the interior and exterior
 - If you are not successful with obtaining access, you must request by mail, the necessary information for completing the property record card and/or evaluating the characteristics at the time of sale

Classification reviews

At the January 13, 2015 meeting, we informed you that we found inaccurate classifications in the Village of Germantown when comparing your records to viewing the properties on-site. After our meeting on January 13, 2015, I received an email from you stating, in part, our meeting was the first time you heard there were classification issues. We discussed classification issues with you during our January 13, 2015, and December 3, 2013, meetings and repeated the importance in our January 22, 2014, letter to you:

- Classification is based on the assessor's actual view of the property during the prior production season and on the associated January 1 assessment date
- You must attempt an on-site walk-through of the properties
- If an on-site walk-through is not possible, other information can be considered, including: a view from the road, aerial photos and other images available on the Internet

On January 13, 2015, we asked if we would find more of the same classification problems if we conducted more site visits. You stated, "I don't think so." **Note:** DOR is going to conduct additional on-site reviews of classifications on your property record cards.

It is important you understand that we have enough information on Jim Danielson to file charges with the Secretary of Revenue. The only option DOR has under state assessor certification law is to revoke Jim's certification. Jim has the option to voluntarily relinquish his certification. During Jim's relinquishment, Jim would attend training to become educated on compliance with state law and the WPAM. After Jim's training, Jim may request recertification from DOR.

We will schedule a meeting with you after we collect information from our additional classification reviews.

Sincerely,



Scott R. Shields, Director
Technical & Assessment Services

cc: Claude Lois, Administrator, Division of State and Local Finance



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • 2135 RIMROCK RD MADISON, WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison WI 53708-8971
Phone: (608) 266-2149
Fax: (608) 264-6897
otas@revenue.wi.gov

July 9, 2015

Dean Wolter, President
Village of Germantown
N112 W17001 Mequon Road
P.O. Box 337
Germantown, WI 53022

Dear Mr. Wolter:

The Wisconsin Department of Revenue (DOR) is informing you that your assessor, James Danielson of Accurate Appraisal, LLC, will not be certified as an assessor for a minimum of six months effective November 1, 2015.

DOR completed a review of Mr. Danielson's assessment practices in response to a *Petition for Revocation of Assessor Certification* filed by a Village of Germantown property owner. Our January 22, 2014 letter to you explained the misconduct we discovered during 2013 of the 2012 assessment practices of Mr. Danielson. We provided Mr. Danielson with direction on how to correct practices for the 2014 assessment. During the early months of 2015, we reviewed Mr. Danielson's 2014 assessment practices. Mr. Danielson did not correct his practices.

Certification Relinquishment

Effective on November 1, 2015 James Danielson will relinquish his State of Wisconsin Assessor Certification for a minimum of six months. During this period of relinquishment, Mr. Danielson will not be able to perform assessment work in the State of Wisconsin.

Certification Reinstatement

Mr. Danielson will be eligible to request reinstatement of his assessor certification after May 1, 2016. DOR will grant reinstatement of Mr. Danielson's certification if Mr. Danielson completes the following:

1. Provide DOR with information for municipalities Accurate Appraisal, LLC assesses to determine compliance with state law and the Wisconsin Property Assessment Manual (WPAM)
2. Attend training specified by DOR
3. Implement measures and practices to ensure Accurate Appraisal, LLC training and processes are consistent and in agreement with state law and the WPAM
4. Inform staff of an assessor's annual requirements, including on-site classification reviews

Municipal Assessor

Assessment work occurs throughout the year. If you choose to maintain Accurate Appraisal LLC as your assessor during the period of Mr. Danielson's relinquishment then Accurate Appraisal LLC must assign a new certified individual for your municipality.

Feel free to contact us with any questions.

Sincerely,

Scott R. Shields, Director
Technical and Assessment Services

cc: Barbara K. D. Goeckner, Clerk, Village of Germantown
James Danielson, Accurate Appraisal, LLC
Claude Lois, Administrator, Division of State and Local Finance
Tonya Buchner, Director, Equalization Bureau
Pat Chaneske, Supervisor of Equalization, Milwaukee District

REFERENCES FOR ACCURATE APPRAISAL

QUESTIONS ASKED:

1. Is Accurate still your assessor?
2. If yes or if no, please explain why.
3. Would you hire them again?
4. Do you have any problems or concerns with their assessment or revaluation processes?
5. In short, please tell us anything that you think might be helpful for us to know, particularly in regards to the DOR investigation.

RESPONSES RECEIVED:

A. John Olson, Town of Delavan

1. Accurate remains the Town Assessor.
2. We read the same reporting as you and spoke with Jim Danielson in Closed Session a few months ago. We were concerned it might be a “green light” for attorneys to pursue litigation against us again for assessment errors. After speaking with Jim, we were convinced the issue was mostly “sour grapes” by a competitor and the DOR had to do “something” to issue some form of penalty. I don’t believe any assessor is always following the assessor’s manuals to the “letter” and the DOR could make similar investigations and enforcement with other assessors state wide.
3. We are very satisfied with their professional, prompt, and automated assessment and revaluation services to the Town of Delavan. After receiving a court judgment against our former assessor, we switched to Accurate in 2012.

B. Deb Bennett, Clerk/Treasurer - Town of Rock

Yes, Accurate Appraisal is still our assessor. No the Town Board does not have any concerns or problems with their assessment process. Mr. Danielson assured the Town he would have his license reinstated by Open Book or soon after this year.

C. David R. Schornack, Village Administrator - Village of Germantown

Yes, Accurate still is our assessor.

Why, DOR’s action was against Jim, not the company.

We just did hire them for a one year contract.

No more than the usual problems with any assessor including about ten years ago when we had our own assessor.

Really don’t know much about DOR’s investigation of Jim. You could contact them, but I doubt if they’ll say much.

**Resolution No. 16-2-2076
Monona Common Council**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$5,025,000 GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2016**

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Monona, Dane County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of projects included in the City's 2016 Capital Improvement Program (the "Project") and refunding obligations of the City, including interest on them, specifically, the General Obligation Promissory Notes, dated March 15, 2008, maturing in the year 2017 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of extending the financing provided by the Refunded Obligations;

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell its general obligation promissory notes (the "Notes") to Hutchinson, Shockey, Erley & Co. (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted, and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FIVE MILLION TWENTY-FIVE THOUSAND DOLLARS (\$5,025,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2016"; shall be issued in the aggregate principal amount of \$5,025,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per

annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2016 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule. The amount of tax levied in the year 2016 shall be the total amount of debt service due on the Notes in the years 2016 and 2017; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2016.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

(D) Appropriation. The City hereby appropriates from amounts levied to pay debt service on the Refunded Obligations, proceeds of the Notes or other funds of the City on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the interest on the Notes coming due on October 1, 2016 as set forth on the Schedule.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$5,025,000 General Obligation Promissory Notes, Series 2016" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service

Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Clerk or City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on April 1, 2016 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with the Purchaser to cause timely notice of redemption, in substantially the form attached hereto as Exhibit D and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct

statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner 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

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-1

Pricing Summary

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Hutchinson, Shockey, Erley & Co. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
DANE COUNTY
NO. R-____ CITY OF MONONA \$_____
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2016

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____, 2016 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, the City of Monona, Dane County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$5,025,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of projects included in the City's 2016 Capital Improvement Program and refunding certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on January 4, 2016 and February 1, 2016. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Notes maturing on April 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Monona, Dane County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF MONONA,
DANE COUNTY, WISCONSIN

By: _____
Robert E. Miller
Mayor

By: _____
Joan Andrusz
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT D

NOTICE OF FULL CALL*

Regarding

CITY OF MONONA
DANE COUNTY, WISCONSIN
GENERAL OBLIGATION PROMISSORY NOTES
DATED MARCH 15, 2008

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have the CUSIP No. as set forth below have been called by the City for prior payment on April 1, 2016 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
04/01/2017	\$2,125,000	4.25%	610100PN3

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before April 1, 2016.

Said Notes will cease to bear interest on April 1, 2016.

By Order of the
Common Council
City of Monona
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days prior to April 1, 2016 and to the MSRB. Notice shall also be provided to Financial Security Assurance Inc., or any successor, the bond insurer of the Notes.

In addition, if the Notes are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

City of Monona
POLICY AND FISCAL NOTE

_____ Original	_____ <u>X</u> Update	Substitute No. _____
		Resolution No. <u>16-2-2076</u>
		Ordinance Amendment No. _____

Title: Issuance & Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016

Policy Analysis Statement:

Brief Description Of Proposal:

The approved 2016 capital budget is \$3,261,466. The budget would be paid by the following funding sources:

Other Revenues	335,726
CATV	30,605
Debt Borrowing	<u>2,895,135</u>
Total	\$ 3,261,466

Also, Jeff Belongia recommends refunding the 3,925,000 G.O note. The city has a balloon payment of \$2,125,000 due in 2017 and this payment is now callable.

Total borrowing:

2016 Capital	2,900,000
2008 Refi	<u>2,125,000</u>
Total	\$ 5,025,000

Proposed by Jeff Belongia, the City's financial advisor, to not exceed \$5,025,000 to account for borrowing cost.

Current Policy Or Practice:

Approved 2016 capital budget

Impact Of Adopting Proposal:

Pay for 2016 approved budget and refunding of the 2008 GO note

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 _____				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	40	49100	000	Proceed from Debt	2,900,000		2,125,000	5,025,000
Totals								

Prepared By:

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

Date December 30, 2015
Date:

**Resolution No. 16-2-2075
Monona Common Council**

**APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR AN ADAPTIVE
MANAGEMENT PLAN FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66. 0301, entitled “Intergovernmental cooperation,” provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law; and,

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the “Rock River TMDL” or “TMDL”), which includes the Yahara Watershed; and

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or not exceed wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL; and,

WHEREAS, Wis. Admin Code § NR 217. 18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations; and,

WHEREAS, Wis. Stat. § 283. 13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms; and,

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed; and,

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated; and,

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the phosphorus TMDL obligations of other permittees; and,

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan; and,

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as “The Yahara Watershed Improvement Network (Yahara WINS) Group” or simply “the Group”; and,

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in the attached Agreement; and,

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative, manner to advance the Adaptive Management Plan; and,

WHEREAS, the Parties to this Agreement anticipate that the Group will contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan.

NOW THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the attached Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed 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: Public Works Director Dan Stephany

Council Action:

Date Introduced: 2-1-16

Date Approved: _____

Date Disapproved: _____

**INTERGOVERNMENTAL AGREEMENT FOR
AN ADAPTIVE MANAGEMENT PLAN
FOR THE YAHARA WATERSHED**

WHEREAS, Wis. Stat. § 66.0301, entitled "Intergovernmental cooperation," provides that any municipality (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) may contract with other municipalities for the furnishing of services, and the joint exercise of any power or duty required or authorized by law;

WHEREAS, the U.S. Environmental Protection Agency (EPA) has approved Total Maximum Daily Loads for Total Phosphorus and Total Suspended Solids (TSS) in the Rock River Basin (the "Rock River TMDL" or "TMDL"), which includes the Yahara Watershed as shown on Exhibit A;

WHEREAS, municipalities who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) in the Yahara Watershed are required to meet surface water quality standards and/or not exceed wasteload allocations for phosphorus and TSS pursuant to the provisions of Wis. Admin Code § NR 217 and/or the Rock River TMDL;

WHEREAS, Wis. Admin Code § NR 217.18 allows sources holding a Wisconsin Pollutant Discharge Elimination System (WPDES) permit the option known as adaptive

management which involves developing an Adaptive Management Plan involving point and nonpoint sources to achieve water quality standards and TMDL allocations;

WHEREAS, Wis. Stat. § 283.13 (7) allows adaptive management to be used to address TMDL allocations for both phosphorus and TSS over four permit terms;

WHEREAS, in 2012 Madison Metropolitan Sewerage District (District) developed an adaptive management pilot project with other interested parties within the Yahara watershed as set forth in a Memorandum of Understanding for an Adaptive Management Pilot Project in the Yahara Watershed;

WHEREAS, on December 14, 2014, the District entered into a Memorandum of Understanding with the Wisconsin Department of Natural Resources (DNR) regarding the manner in which a full scale Adaptive Management Plan for the Yahara Watershed would be developed and evaluated;

WHEREAS, the District has committed to developing an Adaptive Management Plan to fulfill its phosphorus compliance obligations under its WPDES permit and fulfill the phosphorus TMDL obligations of other permittees;

WHEREAS, the undersigned municipalities within the Yahara Watershed, (Parties) wish to join together to jointly participate in the Adaptive Management Plan;

WHEREAS, the Parties desire to create an intergovernmental agreement and form a group known as "The Yahara Watershed Improvement Network (Yahara WINS) Group" or simply "the Group";

WHEREAS, the Parties desire to create a commission that will administer such participation, information gathering, projects and activities of the Group all as set forth in this Agreement;

WHEREAS, the Parties desire to implement this Agreement in a collaborative, cooperative, manner to advance the Adaptive Management Plan;

WHEREAS, the Parties to this Agreement anticipate that the Group will contract and work collaboratively with agricultural producers, non-governmental organizations, county agencies and other entities to advance the Adaptive Management Plan;

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to create this Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed (“Agreement”) as follows:

1. GOALS OF THE GROUP.

The Parties hereby agree to cooperate to exercise their municipal powers jointly for:

- a. Providing review and comments on the Adaptive Management Plan prepared by the District;
- b. Contracting with consultants, legal counsel, and other parties to further the development, implementation and evaluation of the Adaptive Management Plan;
- c. Coordinating or contracting with the DNR and other pertinent agencies, units of local government, and non-governmental organizations and entities to achieve the goals of the Adaptive Management Plan;
- d. Pooling resources in accordance with the provisions of cost allocations in Exhibit B to achieve the goals of the Adaptive Management Plan.
- e. Achieving compliance with WPDES permit requirements related to the Rock River TMDL.

2. MEMBERS OF THE GROUP

a. In General. The members of the Group (“Members”) created by this Agreement are the Wisconsin municipalities (defined as including but not limited to any state agency, city, village, town, county, sanitary district, metropolitan sewerage district or sewer utility district) who own Publicly Owned Treatment Works (POTWs) and/or Municipal Separate Storm Sewer Systems (MS4s) or municipalities who have land within areas served by the Adaptive Management Plan, and which have duly executed identical counterparts or copies of the Agreement pursuant to Section 3 (“Members” collectively and “Member” individually) on or before April 15, 2016.

b. Changes in Membership. Additional Wisconsin municipalities may become Members of the Group with the consent of a majority of the Members by becoming Parties to this Agreement on the condition that payments be made to cover their share of costs based on their phosphorus allocation for the years from the date of this Agreement to their membership date. Members may cease to be Members and Parties to this Agreement pursuant to Section 12.

c. Representative to the Group. All Group Members shall designate a representative and an alternate representative. A Member may remove or replace its representative to the Group at will, with or without cause, at any time. All designations of representatives, alternatives and replacements shall be made in writing, signed on behalf of the Member and delivered to the Secretary of the Executive Committee. Each Member’s representative shall have the authority to act on the Member’s behalf at meetings held under Section 5.

3. AUTHORITY OF MEMBERS TO PARTICIPATE.

a. This Agreement is entered into pursuant to authority granted under Wis. Stat. § 66.0301. Each municipality identified in Section 2. a. that wants to become a member of the Group shall authorize participation in this Agreement by resolution or other binding action by the governing body or person authorized to act for such municipality.

b. By authorizing participation, each Member agrees to the terms and conditions of this Agreement, to the establishment of the Executive Committee created by this Agreement and to appoint a Member representative to the Group;

c. A copy of the document authorizing participation shall be sent to and be maintained on file with the Executive Committee.

4. POWERS OF THE GROUP

The Group, acting through Group Member Representatives, shall have the following powers:

a. To elect the members of the Executive Committee as set forth in Section 6.

b. To approve the five-year and annual budgets under Section 8.

c. To approve the bylaws proposed by the Executive Committee.

d. To share information and advise the Executive Committee on all matters including elements of the Adaptive Management Plan.

5. MEETINGS OF THE GROUP

a. The Group shall meet no less than four times per year.

b. A quorum shall be a majority of the Group Member Representatives and must include the representatives from the District and any other member who contributes at least one fifth of the allocated cost under Exhibit B. If a quorum is not present the members present may meet and share information, but no action may be taken.

c. Unless otherwise expressly provided by this Agreement, all votes of the Group Member Representatives shall be by a majority of the Group Member Representatives present at a meeting where there is a quorum.

d. All meetings shall be open meetings and require public notice in accordance with Wisconsin's open meeting laws. The Group shall encourage the participation of other interested parties including agricultural producers and nongovernmental entities.

6. EXECUTIVE COMMITTEE

a. Creation of Executive Committee. There is created a five member Executive Committee which will be a commission under Wis. Stat. § 66.0301(2) and (3), to administer the joint activities of the Yahara WINS Group. This commission shall be formally referred to as THE YAHARA WINS EXECUTIVE COMMITTEE, and referred to in this Agreement as the "Executive Committee". This Executive Committee shall operate as a governmental body under Wis. Stat. § 19.82(1).

b. Members of the Executive Committee. The Executive Committee shall be comprised of five Member representatives and two non-Member advisors.

(1) The Executive Committee members shall include a representative from the Madison Metropolitan Sewerage District and a representative from any Member, other than the District, who contributes at least one fifth of the allocated cost under Exhibit B. Of the remaining members, one must be from a city or village, one from

a town, and one will be an at large position. Member representatives for the cities and villages participating in this agreement will vote to select their representative to the Executive Committee, and Member representatives for the towns participating in this agreement will vote to select their representative to the Executive Committee, and the Member representatives of the group as a whole will vote to select the at large representative.

(2) Recognizing the key collaborative roles played by Dane County and members of the agricultural community in the Adaptive Management Pilot Project and their anticipated roles as this Agreement moves forward, Dane County and the Yahara Pride Farm Group may each appoint an advisor to the Executive Committee. The Executive Committee may in its discretion appoint additional advisors. The advisors shall be given notice of all Executive Committee meetings and may participate in such meetings as non-voting members.

c. Term. The term of the three elected members of the Executive Committee shall be for five year terms and the elected members may be reelected for one or more additional terms.

d. Purposes and Powers of the Executive Committee.

(1) To make, amend and repeal bylaws and rules related to the purpose and operation of the Group subject to approval by the Group.

(2) To invest funds not required for immediate disbursement in properties or securities as permitted by state law.

(3) To make and execute contracts and other instruments of any name or type necessary or convenient for the exercise of the powers granted herein, including contracts with engineers, legal counsel, administrative staff and other consultants.

(4) To accept contributions of capital from Members or third parties.

(5) To do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Group and the Parties and to carry out the purposes and powers granted to it by this Agreement.

(6) To sue, and be sued, complain and defend in all courts, and also, appear in or before applicable governmental agencies administrative tribunals and legislative bodies.

e. No Compensation. The members of the Executive Committee shall serve without compensation, provided, however, that the Executive Committee shall have discretion to reimburse members of the Executive Committee for reasonable expenses incurred for special services to the Executive Committee.

f. Quorum. A quorum shall be a majority of the members of the Executive Committee and must include the representative from the District and the representative of any Member (other than the District) who contributes at least one fifth of the allocated cost under Exhibit B. No action may be taken in the absence of a quorum.

g. Voting. The members of the Executive Committee shall vote upon matters in the following manner:

(1) Voting in General. Unless otherwise expressly provided by this Agreement, the bylaws, or some other subsequent action of the Executive Committee, all votes shall be by a majority of the members of the Executive Committee present at a meeting where there is a quorum.

(2) Voting on Matters Which May Affect WPDES Permit

Compliance. The Executive Committee shall provide written notice to all Members of any

Intergovernmental Agreement-Final

Executive Committee proposed or recommended action potentially affecting any Member's WPDES permit, other than the development and implementation of the Adaptive Management Plan. Such actions include the following: (i) the development or implementation of terms and conditions of a WPDES permit; (ii) a violation of a WPDES permit, (iii) a WPDES permit modification or revocation (iv) a change in WPDES permit limits or compliance plan; or (v) any other action that could jeopardize a Member's WPDES permit compliance. Any Member so notified has 30 days from the date of the notice to provide a written objection to the Secretary of the Executive Committee to any such actions that affect its WPDES permit. In such a case, no final action may be taken by the Executive Committee without the further written consent of the objecting Member.

(h) Meeting. The Executive Committee shall meet no less frequently than quarterly. Additional meetings may be held at the request of any member of the Executive Committee.

7. OFFICERS.

a. Officers of the Executive Committee. The Officers of the Executive Committee are a President, a Vice-President, a Secretary, a Treasurer and such other Officers as the Executive Committee may designate. The President shall be the District representative. The Vice-President, Secretary, Treasurer and any other officers shall be elected by the members of the Executive Committee from among the members of the Executive Committee and shall serve five year terms.

b. Dual Signature Required. The signatures of two officers shall be required on all forms of approval for payment, and all legally binding documents executed in the name of the Executive Committee or the Group.

c. Duties. Unless otherwise determined by the Executive Committee, the duties of the officers shall include the following:

(1) President. The President shall be the principal executive officer of the Executive Committee, shall preside at all meetings of the Executive Committee and set the agenda.

(2) Vice-President. In the absence of the President, or in the event of his or her inability or refusal to act, the Vice-President shall perform the duties of the President.

(3) Secretary. The Secretary shall keep minutes of the meetings of the Executive Committee in one or more books provided for that purpose; see that all notices are duly given in accordance with this Agreement, or as required by law; and be custodian of the Executive Committee's records. The Secretary shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

(4) Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Group and shall have charge of the financial records of the Group. The Treasurer will work with District staff to set up a segregated account for the funds of the Group. The Treasurer shall take such actions as are prudent and necessary to maintain the public records at the offices of the District in accordance with Wisconsin's public records laws.

d. Removal. An officer other than the President may be removed from office with cause upon a majority vote of the members of the Executive Committee.

8. BUDGET

The Executive Committee shall prepare budget documents as follows:

a. Project Budget. The 20 year adaptive management cost to Members and the associated annual cost are listed in Exhibit B to this Agreement.

b. Five Year Budget. The Executive Committee shall break down the 20 year adaptive management costs into five year intervals corresponding with the estimated permit terms. The Five Year Budget shall be approved by a majority of the Member Representatives present in the meeting of the Group in which action on the Project Budget is taken. The Five Year Budget shall be updated no less than every five years and approved by the Group. Estimated project costs shall be allocated equally over the 20 year Adaptive Management Plan period to the extent practicable.

c. Annual Budget. The Executive Committee shall prepare a detailed annual budget of the estimated expenditures associated with the Adaptive Management Plan for the next calendar year, and present the annual budget to the Group for review no later than September 30th of each year. The annual budget shall be consistent with the Five Year Budget approved in Section 8 (b), and shall be approved by October 31st of each year by a majority of the Member Representatives of the Group present at the meeting in which action on the annual budget is taken. The Executive Committee shall send invoices to Members consistent with the annual cost shown in Exhibit B, subject to any revision consistent with Section 9 of this Agreement on or before December 15 of each year. The first invoice under this Agreement will be sent to Members on or before December 15, 2016 and will be for the calendar year 2017. Invoices will be sent to Members annually thereafter on or before December 15th of each year. Payments based on each annual invoice shall be made in two equal installments. The first installment shall be made on or

before February 28th of each year and the second installment shall be made on or before June 30th of each year.

d. Funds for 2016 are based on a continuation of annual payments made by the participants to the Adaptive Management Pilot Project at the same funding level as 2015. The Executive Committee shall receive any such payments to further the purposes of this Agreement and subject to the audit and reporting requirements set forth in Section 10.

9. CHARGES TO MEMBERS.

a. Costs shall be allocated among Members as shown in Exhibit B, except as otherwise provided in this Section. Cost allocations in Exhibit B are based on phosphorus load reductions and are determined by multiplying the total adaptive management project cost by the fraction of the total pounds of required project phosphorus reduction needed by each Member to meet its TMDL allocation under current conditions. For example, if the required phosphorus reduction of an individual member is equal to 5 percent of the total pounds of phosphorus reduction from all sources in this adaptive management project, that member is assigned 5 percent of the total project cost. For the purpose of Exhibit B, required phosphorus reductions were determined as follows:

(1) **Point Source Members:** For the purpose of this section, Point Source Members are those members who own or operate facilities identified in Appendices P, Q, R and S of the Rock River TMDL. The required phosphorus reduction is determined by subtracting the TMDL allocated phosphorus load from the current condition phosphorus load, with the current condition phosphorus load defined as the most recent five year average load (2010 thru 2014) using data obtained from the DNR. For all Point

Source Members, the allocated phosphorus load is consistent with the allocation specified in the TMDL. For Point Source Members that own or operate POTWs, required phosphorus reductions also factor in the need to meet the interim concentration limits specified in Section 14 (b).

(2) **MS4 Members:** For the purpose of this section MS4 Members are those Members who own Municipal Separate Storm Sewer Systems as identified in Appendices T, U, and V of the Rock River TMDL, except that the University of Wisconsin-Madison shall also be considered an MS4 Member. The required phosphorus reduction for MS4 Members is determined by subtracting the TMDL allocated phosphorus load from the TMDL baseline phosphorus load.

b. Members shall commit to payment in accordance with the schedule in Exhibit B.

c. Notwithstanding Exhibit B, it is recognized that MS4 Members may update stormwater modeling consistent with the DNR guidance document titled “TMDL Guidance for MS4 Permits: Planning, Implementation and Modeling Guidance” (October 20, 2014). If the updated modeling is reviewed and approved by DNR, and shows a required annual phosphorus reduction that is different than what was used to develop the cost allocation in Exhibit B, the cost for that MS4 Member in Exhibit B will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

If the revised phosphorus reduction information is received by the Executive Committee on or before September 1st of any year, the revised cost will be applied to all years going forward. For example, if data is received on or before September 1, 2017 that results in a revised cost being calculated, that revised cost will be applied to annual payments beginning in 2018. Additionally, a true-up will be allowed at the end of every five year WPDES permit term to reflect practices that may have been added during that WPDES permit term that result in a revised phosphorus reduction and therefore a revised cost, provided those reductions are in excess of the baseline reductions in Section 14 (a). Revised costs would be calculated using the above formula and would be applied to annual payments going forward.

d. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is less than shown in Exhibit B, the amount of overpayment shall be credited to the MS4 over the next four year period in equal annual installments. If an MS4 makes an initial payment in 2017 based on Exhibit B and subsequently submits information that results in a revised cost that is greater than shown in Exhibit B, the underpayment shall be recovered from the MS4 over the next four year period in equal annual installments.

e. Notwithstanding Exhibit B, the costs for Point Source Members will be revised at the end of 2016 using the most recent five year phosphorus load averaging period if it is different than the averaging period used in developing the cost allocations in Exhibit B. The cost will be adjusted as follows:

$$\text{Exhibit B Cost} \times \left[\frac{\text{Revised phosphorus reduction (lbs/yr)}}{\text{Initial phosphorus reduction (lbs/yr)}} \right] = \text{Revised Cost}$$

The revised cost will be applied to the years going forward. Additionally, a recalculation of the phosphorus load will be made at the end of every five year WPDES permit term using the most recent five year average and will be used to calculate a revised cost, which will be applied to annual payments for the years going forward. The revised cost will be calculated using the formula in this section.

f. MS4 Members and Point Source Members participating in this agreement may choose to accomplish some of their TMDL required phosphorus reduction independently and therefore “purchase” only a portion of their required phosphorus reduction through adaptive management. In this case, the Exhibit B cost or the Revised Cost (whichever is applicable) will be adjusted by multiplying it by the fraction of the required phosphorus reduction that is purchased through adaptive management. For example if an MS4 Member or Point Source Member purchases ninety-five percent of its required phosphorus load through adaptive management, the cost would be revised as follows:

$$\text{Exhibit B Cost or Revised cost (whichever is applicable)} \times 0.95 = \text{Adjusted Cost}$$

g. MS4 Members and Point Source Members choosing to purchase only a portion of their required phosphorus reduction through adaptive management agree that they must have a plan in place to accomplish the portion not purchased. The plan should identify significant anticipated milestones. In addition, they agree to provide a summary to the Group at a frequency of at least once every two years specifying progress made in achieving the reductions not accomplished through adaptive management.

MS4 Members and Point Source Members shall specify at the time they execute this agreement the portion of their required phosphorus reduction, expressed in pounds per year, which they will accomplish independently. The adaptive management project costs will be reviewed at least 360 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition. The costs may be adjusted based on this review and upon approval by a majority of the Members. Adjustments (if any) may result in either a lower or higher charge to members going forward. Adjustments (if any) in the charge to Members will be made at the start of the next five-year WPDES permit term and will be made proportional to the required phosphorus reduction of Members. Adjustments will be reflected in the Five Year Budget under Section 8.

10. AUDIT AND REPORTING

- a. The Executive Committee shall arrange for a financial audit of the Group's financial records on an annual basis by an independent accounting firm using generally accepted accounting principles.
- b. The Executive Committee shall prepare an annual report and provide it to all Members and to other government agencies as may be required. In addition to containing financial information, the annual report shall describe activities undertaken and progress made over the preceding year with respect to implementation of the Adaptive Management Plan. The annual report shall review the effectiveness of the measures undertaken as part of the Adaptive Management Plan and to the extent possible document the amount of phosphorus reduced by each of the project elements implemented under this

Adaptive Management Plan. The annual report shall be distributed to the Group and published on the Group's website by June 30th of each year.

11. LIABILITY OF THE EXECUTIVE COMMITTEE AND/OR GROUP.

a. In the event any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is not directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be treated as a cost of the Group to be allocated among all Members proportional to the phosphorus reduction associated with each Member as determined consistent with this Agreement.

b. If any costs or expenses are imposed on the Group or the Executive Committee as a result of any judicial or administrative proceeding or settlement thereof, and the liability is directly attributable to the conduct of a specific Member or Members, the costs and expenses shall be allocated among those Members whose actions caused the imposition of the costs or expenses to the Group or Executive Committee, in proportion to their responsibility as determined by the presiding official of the judicial or administrative proceeding, or if no such determination, by the Executive Committee. Any member of the Executive Committee who represents a Member with an interest in the determination shall recuse themselves from all participation on the Executive Committee as to that issue. Any Member not satisfied with the decision of the Executive Committee can request the issue be resolved through mediation. The costs of mediation are to be borne equally by each Member to the mediation.

12. TERM OF AGREEMENT AND WITHDRAWAL.

a. The term of this Agreement shall begin on April 15, 2016 and will generally coincide with the term of the approved Adaptive Management Plan which is anticipated to be approximately 20 years from approval.

b. This Agreement shall terminate upon conclusion of the Adaptive Management Plan or termination of the Adaptive Management Plan if the Adaptive Management Plan is terminated by DNR. This Agreement may also be terminated at a duly noticed meeting of the Group, upon a two thirds vote by Member Representatives of the Group to terminate the Agreement, at least 270 days prior to the end of a WPDES permit term for which the Adaptive Management Plan is a permit condition. In no event shall termination become effective prior to the end of a WPDES permit term.

c. An individual Member may withdraw from the Agreement by providing notice at least 270 days prior to the end of a five-year WPDES permit term for which the Adaptive Management Plan is a permit condition, if the Member has paid its contribution for the five year WPDES permit period.

13. ADAPTIVE MANAGEMENT ADMINISTRATION

a. The Adaptive Management Plan shall be prepared by the District. The purpose of the Adaptive Management Plan when implemented is to fulfill the phosphorus TMDL obligations of Members, after accounting for baseline requirements that Members are required to meet individually pursuant to Section 14, and after accounting for adjustments that may be made pursuant to Section 9. TSS reductions associated with phosphorus reduction practices will also be quantified as part of the Adaptive Management Plan. If this Agreement is in effect prior to the submittal of the Adaptive Management

Plan to DNR by the District, then the District shall submit the Adaptive Management Plan to the Group for review and comment at least 60 days prior to District submittal to DNR.

b. Every five years as the WPDES permits come up for renewal, the District will prepare any amendment to the Adaptive Management Plan necessary to achieve the project goals and approval by the DNR. The District shall submit any Adaptive Management Plan amendments to the Group for review and comment at least 90 days prior to District submittal to DNR.

c. The District shall be responsible for administration and management of the Adaptive Management Plan and related activities, including contract management. The District will also serve as the primary contract laboratory for analysis of routine parameters (e. g. phosphorus, TSS, and nitrogen) from water samples collected as part of the adaptive management project, and can recover associated analytical costs from the Group.

14. ADAPTIVE MANAGEMENT PERMITTEE PROVISIONS

a. All MS4 Members participating in this Agreement are individually responsible for meeting the TMDL baseline conditions for sediment (TSS) and phosphorus control. The baseline condition for MS4 Members is 40% TSS control and 27% phosphorus control. These reductions must be achieved within each stream reach that they discharge to as identified in the TMDL. Trading with another MS4 member located within the same stream reach that has exceeded the baseline condition can be used to meet the baseline condition, but trade agreements are the responsibility of the participating Members and are not addressed directly through this Agreement.

b. All POTWs participating in this Agreement are required to meet an annual average effluent phosphorus concentration of 0.6 mg/L by the end of the first full WPDES permit term following implementation of the DNR approved Adaptive Management Plan, and an annual average effluent concentration of 0.5 mg/L by the end of the second full WPDES permit term following implementation of the DNR approved Adaptive Management Plan.

c. In the event the Adaptive Management Plan is terminated by DNR prior to the end of the original term of the Adaptive Management Plan, or if at the end of the adaptive management period DNR determines that the phosphorus and sediment (TSS) allocations identified in the TMDL have not been met for a stream reach, Members will be individually responsible for taking any additional steps needed to achieve compliance with phosphorus and sediment (TSS) reduction requirements in their WPDES permits. This could include converting to a water quality trading program that is consistent with applicable DNR guidance. Verifiable phosphorus and sediment (TSS) reductions or “credits” achieved through the adaptive management project will be distributed to Members proportionate to the Charges to Members under Section 9 of this Agreement, but use in a water quality trading program is subject to applicable DNR guidance.

d. In the event municipal boundaries change during the term of this Agreement, as land transfers from one municipality to another, the associated phosphorus load reduction and the associated payment responsibility also transfers to the new municipality.

e. Upon completion or termination of the adaptive management project, any funds remaining in the segregated account for the Group following payment of all

project expenses, shall be returned to members of the Group in direct proportion to the contribution made by each member of the Group.

15. NONDISCRIMINATION

In the performance of services under this Agreement, the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age color, sex handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status.

16. MISCELLANEOUS

a. Municipal Liability. Nothing in this Agreement shall constitute a waiver of any limitations on municipal or state agency liability that may exist as a matter of law, including but not limited to limitations in Wis. Stat. ch. 893.

b. Counterparts. This Agreement may be executed in counterparts, and the signatures of each party on separate copies of the Agreement shall be fully effective to bind each of them to the Agreement with any other party that signs any separate copy of the Agreement.

c. Entire Agreement. This Agreement supersedes any prior studies, memoranda, letters or oral discussions or understandings about the participation of any of the Members in this joint project. This Agreement represents the entire agreement of the Parties as to organization and the goals of the Group.

d. Amendment or Modification. No amendment or modification may be made to this Agreement except in writing signed by a two thirds majority of all Members.

e. Choice of Law. This Agreement shall, in general, be governed by and construed in accordance with the laws of the State of Wisconsin.

f. Exclusive Benefit. This Agreement is for the exclusive benefit of the Parties and their successors in interest and shall not be deemed to give any legal or equitable right, remedy or claim to any other entity or person.

g. No Joint Venture. This Agreement does not establish or evidence a Joint Venture or partnership between the Parties. No Party is liable for another Party's actions as a result of entering into this Agreement.

h. Succession. All the terms, provisions and conditions herein contained shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns, including future governing bodies of the respective Members.

i. Notice. Any notice required or given under this Agreement shall be effective if mailed by U. S. mail, postage prepaid, to the representatives at the addresses set forth after the signatures below, or any substituted address or representative as is filed with the Secretary of the Executive Committee.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement on the dates set forth below:

By:

Date of Execution

Municipality Name

(Authorized Representative Signature)

(Authorized Representative Typed Name)

(Authorized Representative Title)

Address:

Exhibit A: Map of the Yahara Watershed

Rock River TMDL Reaches

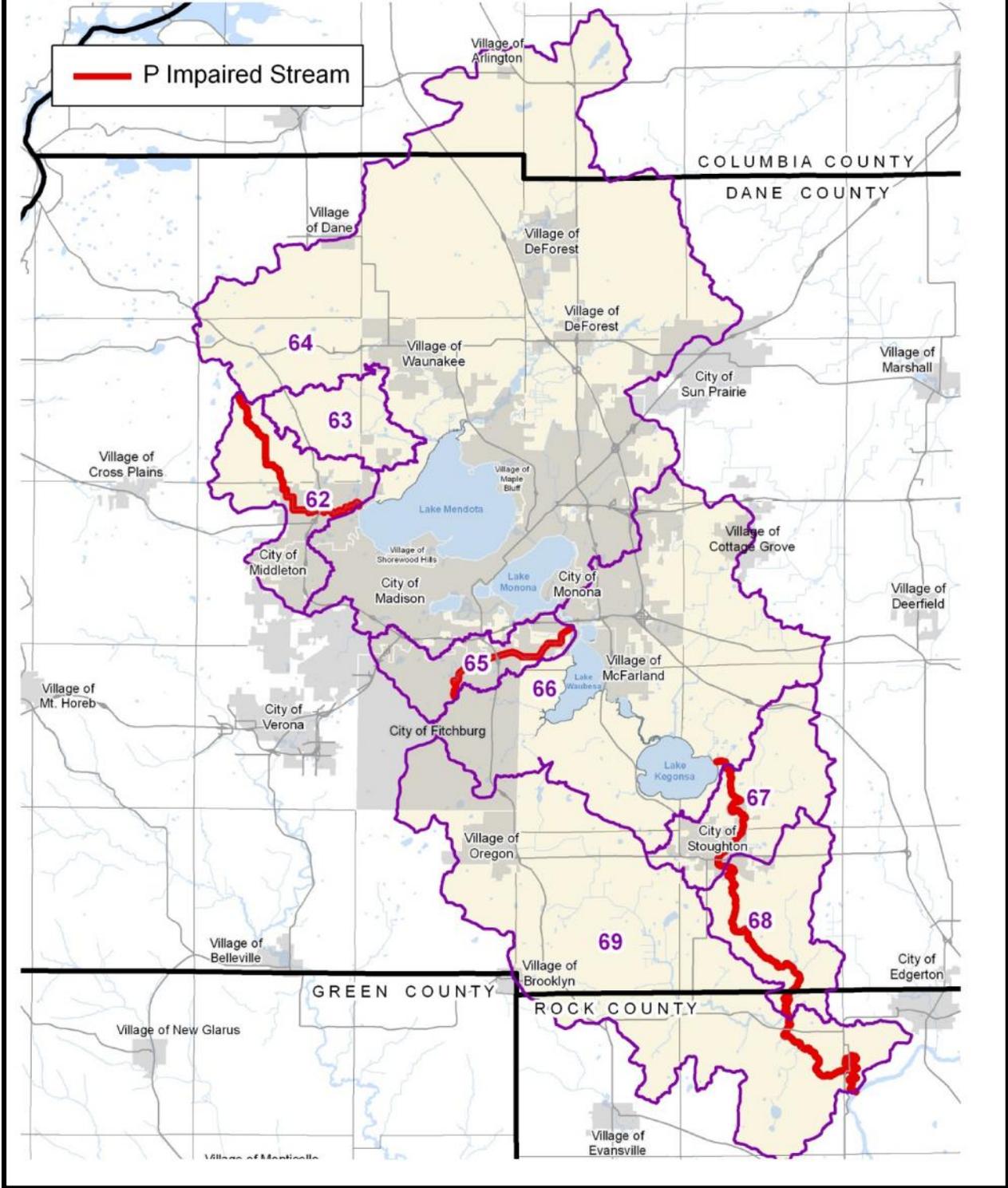


Exhibit B: Preliminary Cost Allocations
(Note: Section 9 outlines how preliminary costs can be adjusted)

Member	Required Phosphorus Reduction (lbs/yr)	Annual Adaptive Management Cost
Blooming Grove, Town	460	\$23,000
Bristol, Town	412	\$20,000
Burke, Town	1,139	\$56,000
Cottage Grove, Town	635	\$31,000
Cottage Grove, Village	240	\$12,000
DeForest, Village	837	\$41,000
DNR-Fish Hatch	209	\$10,000
Dunkirk, Town	553	\$27,000
Dunn, Town	703	\$35,000
Fitchburg, City	2,141	\$105,000
Madison, City	15,836	\$779,000
Madison, Town	580	\$29,000
Maple Bluff, Village	181	\$9,000
McFarland, Village	736	\$36,000
Middleton, City	2,370	\$117,000
Middleton, Town	475	\$23,000
MMSD (BFC) WWTP	10,444	\$514,000
Monona, City	862	\$42,000
Oregon WWTP	1,619	\$80,000
Pleasant Springs, Town	432	\$21,000
Shorewood Hills, Village	221	\$11,000
Stoughton WWTP	109	\$5,000
Stoughton, City	229	\$11,000
Sun Prairie, City	634	\$31,000
University of Wisconsin-Madison	431	\$21,000
Waunakee, Village	1,091	\$54,000
Westport, Town	940	\$46,000
Windsor, Village	1,351	\$66,000

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: City Administrator April Little

MONTH OF: January 2016

Accomplishments:

- **Assessment services** – Finished research and contract draft (sent to attorney to review)
- **WPPA Police Union negotiations** – Finalizing contract agreements for City Council approval

Major Projects / Issues:

- **UniverCity** projects meetings held:
 - 5-Nines (Broadband)
 - Jason Vargo, UW rep.
 - Jason Vargo / UW faculty (with Planning and Recreation directors)
- **City administrative offices reorganization:** met with Spacesaver rep. regarding reorganizing filing systems. This might impact final office design.
- **Recodification:** distributed preliminary project assignments for review; General Code's analysis is due the end of February.

Planning / Development:

- **Riverfront Project**
 - Work groups meetings (2); developed task list for follow-up
- **Monona Drive acquisitions:** Assisted with research for CDA (Vu)
- **Comprehensive Plan:** Reviewed and provided commentary

Upcoming Objectives / Events:

- Monona Business Men's Association Presentation (February 2)

Personnel / Administration:

- **WPPA Police Union** – Two grievances have been filed regarding an insurance opt-out memorandum of understanding. Processing of these is underway.
- **Fire Union IAFF** – One grievance has been filed (insurance opt-out). Referring to Finance and Personnel.

Miscellaneous: 2015 Update from Code Enforcement

Here are the statistics for 2015 Code Enforcement, from Code Officer Jeremy Small. *See attached for a graphic showing their locations.*

- **1401 total violations:**
 - 1359 total properties with violations
 - 1356 violations in compliance
 - ~97% of the violations were solved to satisfaction
 - 9 citations issued
- **Violation break down:**
 - 837 brush/yard waste/snow/grass
 - 282 trash/junk on the property
 - 156 expired/unregistered vehicles
 - 67 miscellaneous - house maintenance issues, referrals to other departments, neighbor complaints, etc...
 - 33 other vehicle issues – inoperable vehicles, tires/car parts lying around
 - 26 vehicles parked in the grass in the street/side yards

Meetings / Presentations (other than standing committees)

- Optimists Club presentation
- MMSD Partnership meeting
- Re. Sustainability Committee – Alder O'Connor
- Re. Facilities Committee – Alder Busse
- CVMIC orientation
- Monona East Side Business Alliance – Board meeting

**MONONA POLICE DEPARTMENT
MONTHLY REPORT**



DECEMBER 2015

OPERATIONS DIVISION

In December of 2015, the Operations Division handled 42 vehicle crashes, which is just up two from 40 last month. Vehicle crashes are a significant part of a Police Officer's day. There were 155 traffic warnings, 126 traffic citations, and 74 parking tickets issued. There were a total of 1,426 calls for service in December.

Training

Chief Ostrenga attended an 8 hour CVMIC course on Discipline and Wrongful Termination.

All Officers attended a 2 hour Intoximeter EC/IR II recertification class.

Sergeant Winge attended an 8 hour DAAT Instructor Ground Fighting certification update training.

Speed Trailer

The speed trailer is currently in storage during the inclement weather, but to make a request for your neighborhood, contact Officer Jim Reiter at: jreiter@ci.monona.wi.us

Security Checks

Officers performed 243 security checks in the month of December. 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 52 retail theft cases in December, down from the year high 61 cases in November. 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 December we had 9 calls to the Tellurian property totaling 7.5 hours of police time.

Use of Force Incidents

There were no Use of Force reports in December.

1st Shift Monthly Report

On December 5th Officers were dispatched to an out of control client at Tellurian. The client had broken a table and smashed a window stating he did not like it there, and he assumed if he did this he would be placed somewhere else.

On December 14th an Officer was dispatched to the East Side Club for a report of a damage to property. A former employee was upset with the business and trashed the lower level. The former employee confessed and is going to pay for the damages.

Lessons for the new year: Don't leave valuables in plain sight in your car & be careful when backing.



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 December second shift handled 14 Crashes, 26 Retail Thefts, 98 Traffic Stops were made, five of those were OWI Arrests and they responded to numerous other calls for service. Below are listed only a few of the calls for service.

On December 14, Officers responded to a Robbery at the Walgreens store. While investigating this incident, another reported robbery came in from the China Buffet. The suspect that committed these two Robberies is believed to be the same suspect that did numerous other robberies in the City Of Madison and Shorewood Hills. Detectives from Madison, Shorewood Hills and Monona worked together and were able to charge the subject with two counts of Armed Robbery and one count of Attempted Armed Robbery.

Also during the month of December, Officers on second shift made 3 arrests on warrants. These warrants were discovered while handling calls for service. Another item of note is second shift also wrote several trespassing citations. These typically come from Wal-Mart, as sometimes Wal-Mart will ban people who have been caught shoplifting. Those

people will return, steal again, and then also be cited for trespassing with the shoplifting ticket.

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

3rd Shift

The Monona Police Department third shift officers handled 2 vehicle crashes, 6 retail thefts, and responded to several disturbance calls. Officers made 62 traffic stops resulting in one OWI arrest. Officers were also busy with several domestic and civil disputes.

On December 3rd, 2015, at 3:17 a.m., Officers responded to the area of South Towne and Industrial for a non-injury single vehicle accident. The vehicle went up onto the median striking the light pole, knocking it over and causing moderate front end damage. The driver was arrested for OWI.



On December 5th, 2015, at 2:59 a.m., officers responded to the South Towne Mall for a physical domestic disturbance. The investigation determined that a male and female who reside together were traveling through the lot when an argument had begun. The male proceeded to strike the female several times in the face causing a laceration. The investigation determined the male, who was also on federal probation, was the dominant aggressor. He was arrested for domestic battery and taken to the Dane Co Jail.

On December 8th, 2015, at 11:50 p.m., officers responded to the Princeton Club Xpress for a Domestic Disturbance. The suspect, an ex-partner of the victim, had fled prior to police arrival, but was located a short distance away, arrested for Domestic Disorderly conduct and transported to the Dane Co Jail.

On December 28th, 2015 at 12:29 a.m., officers responded to a domestic disturbance at an address in the 4700 block of Monona Drive. The incident involved a male and female who have a child in common. The visit was fine until the female accused the male of stealing her baby and initiated a physical altercation. The female was arrested on Domestic Battery and Domestic Disorderly Conduct.

Sergeant Adam Nachreiner is the 3rd shift patrol supervisor and can be contacted at anachreiner@ci.monona.wi.us

Community Resource Officer

For a majority of the month of December, Community Resource Officer Reiter was assigned to patrol as a field training officer and working road minimums.

On December 4th, he was able to participate in the annual Shop with a Cop event. As in past years Officers from Monona and all over Dane County partnered together to go shopping with children in our communities.



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 December, 81 cases were reviewed for possible referral to the Investigative Division.

Crime	Number of Cases
Burglary	2
Death Investigation	1
Fraud	7
Overdose	1
Sex Assault/Offense	1
Retail Theft	52
Robbery	5
Theft	12

Members of the Investigative Unit were assigned to, or assisted with, 14 incidents.

Current Investigations

MO15-00296 – BANK ROBBERY

Several members of Monona PD attended and testified at a jury trial for a bank robbery that occurred in January of 2015, where the suspect from Chicago tried to flee by running across the frozen lakes. The jury found the defendant guilty of the bank robbery.

MO15-06618 – FORGERY

Fake US Currency was negotiated at a local business. There have been many of these cases around Dane County recently.

MO15-06978 – RESIDENTIAL BURGLARY

A home was burglarized and items were stolen, including guns.

MO15-07041 – RESIDENTIAL BURGLARY

A home was burglarized and items were stolen, including guns.

MO15-07168 – ORDINANCE VIOLATION

Detectives were notified of a massage parlor operating in the city without proper permits.

MO15-06943 - HUFFING

Detective Sgt. Losby took a call of a male in the Wal-Mart men's bathroom that was huffing from a canister and refused to leave. When the Detective arrived a male was in a stall and accidentally dropped his can of dust cleaner. The male was talked out of the stall and escorted to the security office for observation. He was subsequently cited for

Inhaling Toxic Vapors and was also given a no trespassing letter by the store before being released.

MO15-07017&7018/Armed Robberies

On December 14th, at 6:55 p.m., a store clerk and a customer were robbed at knifepoint from the Walgreens store. Twenty-one minutes later, the same described suspect attempted to rob the World Buffet on Broadway. This subject committed several other robberies in the Madison area over a two night crime spree. He was arrested in Fitchburg when an alert officer spotted his vehicle. Detectives from Madison, Shorewood Hills and Monona worked together and were able to charge the subject with two counts of Armed Robbery and one count of Attempted Armed Robbery.



Other work completed

Det. Sgt. Losby completed a new Juvenile Arrest Policy to comply with new state law guidelines. He completed a new Retail Theft Policy draft and worked on the background investigation for a potential new Police Officer.

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

A parent of a Winnequah School student called to report her daughter was hit by a bus driver while she was on the bus because she wasn't following instructions. Investigation involved viewing the video from the bus and speaking with the bus driver. The video clearly showed the complaint to be unfounded.

A MGHS student reported buying a brownie from another student and after eating it became sick. The student suspected it may have contained marijuana. After interviews with all involved, it was undetermined if the item contained any illegal substance.

A MGHS student reported one of the windows was smashed out while his car was parked in the high school lot. The student said his wallet had been sitting in view on the front seat and was missing.

An MGHS student gave the office a \$100 bill in exchange for change. The office secretary later went to the bank and was advised the bill was fraudulent. The student said he received the bill from his grandmother and was unaware it was fraudulent.

In December I set up and participated in a K9 school drug sniff at Glacial Drumlin School. K9 units from the Monona Police Department and the Cottage Grove Police Department participated and sniffed the lockers in the school. The K9s did not alert on any lockers.

Also in December I attended the funeral for the McFarland police officer killed in an on duty car crash; I attended Intoximeter recertification training; I gave five anti-alcohol and drug presentations to 10th grade health classes at MGHS; I met with an IHM student and his family to discuss some issues he has been having with theft; I met with an MGHS student and his family to discuss difficulties he is having with a long time relationship break up with another student; and I attended Winterfest at Glacial Drumlin School on the day before winter break.

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

Clerk of Courts

During the month of December, 281 traffic, municipal ordinance and parking citations were issued. In addition there were 155 warnings issued for various traffic offenses. Fifteen adults and one juvenile 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 December, Dispatchers handled 1,426 calls for service. Of these calls for service, 136 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

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Police and Emergency Communications

MONTH OF: January 2016

Accomplishments:

The Police Department and Dispatch remodeling projects have been completed.

Major Projects / Issues:

The police union has two pending grievances with the City regarding changes in how they are compensated for not taking the offered health insurance.

There is a potential agreement with the police union on the contract, which had expired 12/31/15.

Bids for the towing contract, which expired on 12/31/15, are due on 1/28/16.

In Progress / Routine Duties:

With the snowstorm on 12/28/15, approximately 50 citations were issued for violating the snow ordinance. Officers always try to get vehicles relocated prior to issuing a citation.

With assistance from area departments, the subject involved in the Walgreens and World Buffet armed robberies was arrested and charged.

Upcoming Objectives / Events:

At the 1/27/16 Public Safety Commission meeting, the main topic of discussion was a proposal to reduce the fines for possession of marijuana to \$1. This will come back to the PSC on 2/24/16 with some edits and is expected to go before the city council in March.

PSC also approved a resolution to purchase two squad cars in the 2016 budget. That item will be on a future council agenda.

The process of procuring bids for 2016 Capital Projects has begun.

Personnel:

With the resignation of Officer Jon Fenrick, the next candidate on our hiring list is Heather Mielke. Heather has successfully passed all the background testing and is scheduled to be sworn in on Monday, February 1, 2016 at 9 am in the large conference room. This will bring staffing back up to 20 officers; however our two newest officers will be in field training. Taylor Pederson is scheduled to be on his own on or about February 15th. Heather will just be starting her training, which lasts approximately 3½ months.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Fire/EMS

MONTH OF: December 2015

Accomplishments:

Yearend budget numbers are almost complete, both the Fire and the Ambulance budgets will be under budget for 2015. The FD was able to hire an additional FF/Paramedic in 2015 allowing for more daytime coverage/staffing, the new staff member is being brought up to speed on the overall operation of the department and the intricacies of the City.

Call Volume: Month	YTD
EMS 87	1085
Fire 37	406

Major Incidents: 12/2/15 MOFD responded mutual-aid to McFarland for a structure fire

Major Projects / Issues:

The FD truck committee finalized the specifications of the new engine, the order will be replaced in January, expected delivery will be in October.

Plymovent vehicle exhaust system was ordered and vender measured apparatus bay for installation.

Adequate staffing for the fire department is still the major issue facing the department, funding for the Paid-on-Premises program in 2016 and the additional career FF/Paramedic position in 2017 will need to be topics of conversation at both the Public Safety Committee and Council levels. These positions are essential in providing a timely response to all emergency incidents.

In Progress / Routine Duties:

Bi-annual fire inspection were concluded, each multi-family and commercial structure is required to be inspected twice a year for compliance with City, State and Federal fire codes. Each year over 900 fire inspections are conducted in Monona.

Standard Operating Procedures/Guidelines (SOP/SOG's) continue to be developed and implemented, this is a living document that is updated and changed as new techniques are introduced and perfected.

Upcoming Objectives / Events:

Installation of Plymovent system will take place in January.

The FD will start using a new scheduling program, Fire Manager, which is designed to work better with the 24hr schedule of the fire service. Both Career and Paid on Call personnel will be using this program.

Training for the month of January will include a new tactical program, SLICERS, instruction will be provided by MATC.

February training will be for Ice Rescue operations, crews will be practicing Ice rescue evolutions in Lake Monona the 2nd & 3rd Tuesday nights. Council members are invited and encouraged to attend any FD training, contact Chief Sullivan if you have questions.

As part of the entire City Ordinance recodification the FD will be updating both the Fire and EMS portions of the ordinance and the Fire Code.

Personnel:

3 applications for volunteer firefighter positions have been received, we have tried to schedule them for interviews in January but conflicts have pushed back the interviews until the first week of February.

The application process has started for an eligibility list for the position of career FF/Paramedic, applications are due January 15th and interviews will be held the first week of February.

Currently we are down 2 interns; Intern Rossing was hired fulltime with the City of Ashland FD and will be leaving in early January. We will be conducting an intern hiring process in late February or early March.

Staffing levels:

- Career- 1 Chief, 7 FF/Paramedics
- Paid-on-call – 33
- Interns – 1
- LTE – 1 FF/Paramedic

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Planning, Zoning, Economic Development **MONTH OF:** January 2016

Accomplishments:

- Plan Commission:
 - Coordinated Plan Commission Meetings 1/11/16 and 1/25/16 – Approved Swad Indian restaurant expansion, Rosy Cheeks & Co. Salon/Retail, two sign permits, and Comprehensive Plan.
- Comprehensive Plan:
 - Plan Commission approved resolution to recommend adoption of 2016 Comprehensive Plan.
- Landmarks Commission:
 - Historic Conservation Code Section 13-1-64 Revisions approved by Landmarks Commission, Plan Commission, and Council.
 - Resolution regarding existing Landmark Properties approved by Council.
 - Guest Amy Rosebrough, Archaeologist, provided overview of Monona archaeological history.
- Community Development Authority:
 - Meeting on 1/26/16 lacked quorum, but members present discussed Riverfront status and property acquisition, TIF status, and role in UniverCity project. Anticipating potential TIF request from Meineke, 1000 E Broadway.
- UniverCity Year:
 - Teaching Professional Practice course at UW Dept. of Urban and Regional Planning Spring 2016 to prep students for UniverCity Alliance.
- Riverfront:
 - Resolution regarding renewal of Vandewalle Contract – approved by Finance & Personnel, first read by Council.
 - Working with potential developers, and managing timelines for potential property acquisition.
- Variance Applications:
 - Coordinating boathouse height variance request, 4537 Winnequah Road.

Major Projects / Issues:

- Comprehensive Plan forwarded to Council, Riverfront, UniverCity Year

In Progress / Routine Duties:

- Recruiting developer(s) for Riverfront Project
- Drafting Sign Code updates per Plan Commission request to be reviewed by Attorney Cole
- Coordinating city staff and UW contacts on UniverCity Alliance project.
- Regular minutes and agendas for January committee meetings.
- Reviewing recently completed projects for occupancy permits and zoning code compliance.

Upcoming Objectives / Events:

- Landmarks February 17th, Plan Commission February 22nd, CDA February 23rd, Green Tier Steering Committee February 29th, Smart Growth Greater Madison Speaker March 2nd.
- Sign Code updates.
- Recodification assignments.
- Annual report.

Personnel:

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Public Works & Utilities

MONTH OF: January 2016

Accomplishments:

- The boardwalk behind Rutabega and Treysta has been completed.
- Repaired water main leak on the Chase Bank frontage road.
- City staff attended the annual partnership meeting with MMSD. Discussion focused on adaptive management, winter salting practices and chloride levels in water, grease trap requirements, and rates.
- Received the annual change out of the Bobcat.
- Completed recycling disposal of old 32 gallon recycling containers.
- Ordered new 96 gallon recycling carts for inventory.
- Ordered new tandem axle snow plow truck, and the one ton dump truck.
- Change out ballast in shop lights.
- Remove snowflake light decorations from Monona Drive.

Major Projects / Issues:

- The Schluter Park Improvement Project is now out for bids. Bids are due February 18, 2016.

In Progress / Routine Duties:

- Completed meter changes and meter reading for the month.
- Completed daily rounds at the wells and lift stations, collected required water samples, and complete diggers hotline locates for the month.
- Notified our list of residents (8) to begin the annual winter water trickle to prevent freeze-ups.
- Clean floor drains at the shop, complete inventory of shop items, and complete shop maintenance for the month.
- Fill potholes.
- Complete street sign repair for the month.
- Completed Christmas tree pickup.
- Complete snow and ice control as needed.
- Coordinate City projects with our engineers.
- Started research and review of specifications for vehicles scheduled to be replaced in 2017.

Upcoming Objectives / Events:

- The public information meeting for the Schluter Park Improvement Project is scheduled for 6:00pm on March 13, 2016.
- Prepare 2016 road maintenance specifications and manual.

Personnel:

- The department is at full staff.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT:

**Parks &
Recreation**

MONTH OF: January 2016

Accomplishments:

- Candlelit Snowshoe Hike on Jan 16 with over 1,000 people attending. Great job by Park & Rec staff along with Aldo Leopold Nature Center & City of Madison Parks.
- All Youth Basketball leagues started with 130 total participants
- Lagoon Ice Skating Operations started this month, first weekend of full skate rentals/concessions on 1/22-1/25 with over 200 people skating for the weekend.
- Attended Urban Wood Utilization Training on 1/21 with Parks Staff Pat, and DPW staff Jeff Johnson and learned about sustainable urban wood utilization programs. Stay tuned on possibilities for Monona!
- Parks & Recreation Board Meeting on 1/12 listening session for playground options for Schluter Park Improvement Project.
- Director Anderson is working on WPRA Parks Section with professional development opportunities for State Conference
- Planning 2016 Summer/Fall Recreation Programs/Special Events. Sponsorship Guide sent to over 100 local business. Department has secured (2) \$5,000 Presenting Sponsorships. Thank You Lauer Realty & Chad's Design Build for their support of the department.
- Started taking Park Shelter Reservations for Monona residents, Non-Residents are able to book in February
- Working with Monona Adult Softball to handle player registrations through department. Assisting with identifying future field improvements
- Met with UW UniverCity staff members and will be making contact with individual instructors to identify scope of Ahuska Park Master Plan Project

Major Projects / Issues:

- Coordinating bid package for Schluter Park project with Public Works and consultants. Bid announcement will be in January
- Community Center 2015 Capital Project to renovate bar to a storage room will happen in February
- RFP for Pool Netting and Shade Structure will be put out in early February

In Progress / Routine Duties:

- Lagoon Maintenance accounts for 40 hours weekly
- Administrative Staff working on winter recreation program registration, park shelter rentals, website updates
- Recreation programs are in full swing with activities every night and each weekend at MG School Gyms.

Upcoming Objectives / Events:

- Summer/Fall Newsletter deadline February 5
- Easter Egg Hunt/Breakfast promotion for March 26th event
- Solicit bids for Schluter Park Improvement Project

Personnel:

- Great Job Pam Kitslaar on putting together boat launch packets for Ace Hardware, West Marine, & City Hall. 2016 passes are now available for sale.
- Accepting applications for seasonal employment including Lifeguards, Parks/Pool Maintenance, summer recreation staff

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Library

MONTH OF: January 2016

Accomplishments:

We wrapped up the year successfully, with a slew of programs for children during the winter holiday break. Earlier in the month, the Library hosted a Seasonal Chefs event that drew a standing-room only crowd. We ended the year with 10% more visits to the building than in 2014. Our program attendance and circulation also held steady. It was a fantastic year for the Library.

On January 21, we hosted a workshop for staff on making the library a more “Dementia-Friendly” location. Monona has been in the process of becoming a “Dementia-Friendly Community” and our own Sally Buffat has been serving on the committee to oversee this effort. The Library is the first city department to receive this training.

On January 24, we hosted an anniversary celebration marking one year since we launched the 1000 Books Before Kindergarten program. 21 children have completed the program and were recognized at a “graduation” ceremony and event. The event drew over 200 people on a football Sunday. Congrats to youth services librarians Karen Wendt and Karlyn Spevacek on their success.

Major Projects / Issues:

The Library Board is considering amending the Library’s Internet Access Policy to include the use of filtering software that would block access to visual pornography. The installation of this software would allow the Library to be eligible for federal E-Rate funds that could be used for technology costs. The South Central Library System will apply for federal E-rate grant funds that they can provide to member libraries that choose to amend their internet use policies to agree with the Children’s Internet Protection Act (CIPA). This would require the use of filtering software on all library PCs and on the library’s internet network. SCLS would provide the software, iBoss, beginning in 2017.

If the Board wishes to move forward with this, we would need to amend our Internet Use policy, as well as hold a public hearing on filtering. If we choose not to go ahead now, we could decide to do so in later years. We will provide more information as we move forward in discussions on this issue.

In Progress / Routine Duties:

Our newly-installed coffee vending machine has proven popular. Since installation, we have received \$x in revenue from the machine. An added bonus is the smell of coffee that now pervades the entrance lobby.

Look for some changes to the layout of the library in the adult and teen sections in the coming months. We have embarked on an aggressive weeding project to eliminate unused materials, and will also be shifting the book stacks forward to open up more space by the windows for seating, study spaces, and possible programming spaces.

Upcoming Objectives / Events:

The Library Director must submit the annual report to the state by March 1.

Personnel:

We said goodbye to two of our staff members in December. Library Assistants Jamie Stanaway and Elizabeth Craft are off to bigger things - Elizabeth with increased duties as Assistant Director at Jefferson Public Library, and Jamie with a near-full time position with Madison Public Library. They were great employees and will be missed. We wish them well as they continue their careers in libraries. The Library hired Danny Atwater and Kate Rakini to fill the open Library Assistant positions.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Senior Center

MONTH OF: January

Accomplishments:

PowerUp Webinar for Self-Directed Volunteer Teams, Travel Preview held today with over 60 in attendance – many registered for upcoming trips including extended.

Major Projects / Issues:

State Re-Accreditation Progress continues – committee meets monthly (currently working on capital inventory, emergency plans, and job descriptions), **Dementia Friendly Coalition** – Trained Monona Library staff in January and meeting tomorrow for review, staff are working with Parks and Recreation to explore adult recreation program ideas, working on donation requests/grants for coming year with Friends of Monona Senior Center

In Progress / Routine Duties:

Friends of Senior Center board meeting, Volunteer monthly meeting, Dementia Friendly meeting, Staff meeting, February newsletter is out and March newsletter is being developed, working with staff on accomplishing tasks

Upcoming Objectives / Events:

St. Pat's Luncheon is scheduled for Thursday, March 10th serving at noon followed by entertainment by Marcy and the Highlights. Starting new programs in March including **Adult Coloring Group** and **Meditation**

Annual meeting of the Friends of Monona Senior Center is scheduled for February 18th at 3:30 p.m.

Personnel:

New volunteers on board this month, volunteer training, filling openings. Project Assistant vacation approaching in February

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Finance

MONTH OF: January

Accomplishments:

Tax Bills, W-2, 1099, WRS report and other year end reports. Call with S&P related to new bond.

Major Projects / Issues:

Taxes, year end closing

In Progress / Routine Duties:

Taxes, year end closing

Upcoming Objectives / Events:

January is a very busy month with year end reports, W-2, 1099, New Health Care reporting and filing WRS year end report

Personnel:

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: City Clerk

MONTH OF: January 2016

Accomplishments:

Completed the minutes of the January 4 and 19 Finance & Personnel Committee and City Council meetings.

Completed my eighth year as City Clerk.

Compiled, mailed, and posted the January 12 License Review Committee packet; facilitated meeting.

Responded to an open records request.

Met with Spacesaver representative with April and Leah regarding file storage reconfiguration.

Completed the Clerk's portion of the Fire dues reporting.

Election duties: Mailed out Chief and Election Inspector schedule letters; scheduled the session and videotaping, completed compilation of training materials, and held the Election Inspector training session; published two required public notices; scheduled, noticed, and compiled materials for Special Voting Deputy visits to Heritage Monona; entered into WisVote the registrations and absentee ballots the SVDs collected; reviewed candidates nomination papers; notified candidates of campaign finance reporting; "attended" a GAB photo ID webinar; facilitated the candidate name drawing for ballot placement, reported to the County; set up the election in WisVote; attempted to use the absentee module of WisVote. Resorted to hand-typed labels and, assisted by Leah and Alene, mailed out 125 absentee ballots and emailed 2 to military electors; continued to work extensively with GAB personnel to "work out the kinks" in the new WisVote system; met with two residents regarding Voter ID concerns; continued to mail out absentees ballots as requests are received; ordered voter numbers and ballot envelopes for the year.

Major Projects / Issues:

WisVote has numerous, frustrating issues. Voters' names are listed in alphabetical order – by first name – which makes all processes more difficult and time-consuming. The February Spring Primary will be a challenging election and Clerks are all grateful it will be smaller. However, we still have to get it right, so I am very concerned at this point about how absentees will be recorded, how poll books will be generated and in what order they will appear, and how confusing recording election participation will be. This goes beyond a simple learning curve; there are profound problems with the whole system. However, Clerks will prevail!

Bourbon Street Grille has closed and I have not heard from the owners regarding their future plans. There is a 15-day non-use Ordinance so this situation will have to be monitored.

In Progress / Routine Duties:

Daily deposits; accounts payables; invoice coding and distribution; credit applications; issue Provisional licenses and approved Operator's and other licenses; staff meetings; update WisVote; enter voter registrations and absentee ballot requests as received; file and purge voter registration forms; compile building inspection forms for Appraiser; compile documents and payments for mailing to EMS Medical Billing Associates; publish minutes, public notices, and Ordinances as required; counter-sign documents; perform Notary duties; prepare Council Consent Agenda; work with other staff members on licenses, accounts payables, open records requests, claims against the City, etc.

Upcoming Objectives / Events:

Facilitate the Chief Inspector training meeting.

Complete the minutes of the January 12 License Review Committee meeting.

Work on an Ordinance amendment regarding City staff selling beer at City park events.

Received applications for beer sales at Shopko and Cider Only at PDQ for LRC review on February 9; public notice published.

Personnel:

Recruited a new Chief Inspector and provided information on training.

MONTHLY DEPARTMENT HEAD REPORT TO COUNCIL

DEPARTMENT: Administrative Services

MONTH OF: January 2016

Accomplishments:

- Year-end payroll/personnel duties concluded.
- Tax collection completed on Jan. 31. City Hall receptionist Alene House was instrumental in ensuring that tax collection ran smoothly and accurately. She entered every payment – **without a single error!**

Major Projects / Issues:

- Update of payroll/accounting system from Caselle to Clarity; training scheduled for March 7-16.
- Deadline for first reporting for Affordable Care Act extended to March 31.
- City final contract offer accepted by police labor unit; resolution to approve contract terms on Feb. 1 agendas for Finance/Personnel Committee and City Council.
- Grievances:
 1. Grievance filed by Wisconsin Professional Police Association concerning opt out MOU at step 4 (arbitration); hearing currently being scheduled with arbitrator.
 2. Opt out grievance filed by International Association of Firefighters currently at step 3 (appeal to the Finance & Personnel Committee); on committee agenda for Feb. 1.
 3. Opt out grievance filed by Wisconsin Professional Police Association currently at step 2.

In Progress / Routine Duties:

Bi-monthly payroll and time tracking, personnel files and new-hire onboarding, recruiting, worker's compensation, troubleshooting IT issues as needed and coordinating weekly IT projects with consultants, website content and maintenance.

Upcoming Objectives / Events:

We will undertake a comprehensive investigation of health insurance options for 2017, including the option of self-insuring.

Personnel:

Currently recruiting for:

- Full-time firefighter/paramedic; first-round interviews scheduled for Feb. 1 and 2
- 2016 seasonal positions:
 - Aquatic attendants
 - Head lifeguards
 - Lifeguards
 - Swim instructors
 - Pool maintenance worker
 - Landscape maintenance worker (medians and right-of-way maintenance)
 - Parks weekday and weekend attendants
 - Parks summer lawn mowers
- All position descriptions can be viewed and applications submitted via the City's website – mymonona.com/jobs.

Recent hires:

- Full-time police officer hired; starts work on Feb. 1
- 2 part-time library assistants
- 3 part-time basketball referees
- 2 part-time media technicians