

## AGENDA

CITY COUNCIL  
MONONA PUBLIC LIBRARY MUNICIPAL ROOM  
1000 NICHOLS ROAD  
MONDAY, FEBRUARY 15, 2016  
7:30 P.M.

- A. Call to Order.
- B. Roll Call and Pledge of Allegiance.
- C. Approval of Minutes from February 1, 2016.
- D. Appearances.
- E. Public Hearing. (None)
- F. Consent Agenda.
  - 1. Approval of Applications for 2015/2016 Operator Licenses:
    - a. Rachel L. Boldt, Mr Brews Taphouse
    - b. Allen T. Clark, Mr Brews Taphouse
    - c. Anthony M. Peters, Monona Mart
  - 2. Approval of Applications for 2015/2017 Operator Licenses:
    - a. Benjamin G. Bittner, Shopko #32
    - b. Rachel M. Buck, Shopko #32
    - c. Susan L. Lines, Shopko #32
    - d. Donna K. Malin, Shopko #32
    - e. Lynn J. Shere , Shopko #32
- G. Council Action Items.
  - 1. Unfinished Business.
    - a. 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).
    - b. Reconvene in Open Session Under Wisconsin Statute Section 19.85(2).
    - c. Consideration of Resolution 16-2-2077 Approving the Terms of Contract with Wisconsin Professional Police Association/Law Enforcement Employee Relations Division (City Administrator) (Tabled 2/1/16).
  - 2. New Business.
    - \* a. Consideration of 2015/2016 Class "A" Fermented Malt Beverage License Application for Shopko Holding Company, LLC d/b/a Shopko Store #32, 2101 West Broadway, Monona, Wisconsin, 53713 (License Review Committee).

- \*
  - b. Consideration of 2015/2016 “Class A” Liquor (Cider Only) Application for PDQ Food Stores, Inc., d/b/a PDQ Store #123, 105 East Broadway, Monona, Wisconsin, 53716 (License Review Committee).
  - c. Consideration of Resolution 16-2-2078 Purchase Approval of Two Police Vehicles (Public Safety Commission).
  - d. Consideration of Resolution 16-2-2081 Approving a Contract with Schmidt’s Auto, Inc. to Provide Towing and Impound Services (Police Chief).
  - e. Consideration of Ordinance 2-16-675 Amending Section 6-1-4 of the Code of Ordinances Regarding Sidewalk Assessments (Public Works Committee).
  - f. Consideration of Resolution 16-2-2079 Amending the Contract with Strand Associates for Bridge Road Reconstruction Design and Construction Administration Services (Public Works Committee).
  - g. Consideration of Resolution 16-2-2080 Approving a Contractor Agreement with Accurate Appraisal, LLC for Assessment and Revaluation Services (City Administrator).
- H. Reports of Committees, Commissions, Boards, Mayor, City Administrator, City Attorney, and Department Managers.
  - 1. Agendas, Supporting Documents, and Minutes are Available on the Monona Web Page – [www.mymonona.com](http://www.mymonona.com).
- I. Appointments.
  - 1. Linda McKamey, Election Inspector, January 1, 2016–December 31, 2017.
  - 2. Kathleen Sticha, Chief Election Inspector, January 1, 2016–December 31, 2017.
  - 3. Matthew Bittorf to the Community Media Committee (effective immediately – May 2018).
  - 4. To the Sustainability Committee (effective immediately – May 2018):
    - a. Nina Catterall
    - b. Maureen Muldoon
    - c. Katherine Sommers
- J. Adjournment.

\*Request for immediate action

**NOTE:** Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number) Fax: (608) 222-9225 or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. POSTED February 11, 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  
February 1, 2016

The regular meeting of the Monona City Council was called to order by Mayor Miller at 7:33 p.m.

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

Excused: Alderpersons Kathy Thomas and Doug Wood

Also Present: City Administrator April Little, Finance Director Marc Houtakker, City Attorney William Cole, Financial Consultant Jeff Belongia, Accurate Appraisal President Jim Danielson, Public Works Director Dan Stephany, MMSD Director of Eco Service Systems Dave Taylor, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

A motion by Alder Holmquist, seconded by Alder Speight to approve the Minutes from the January 19, 2016 City Council meeting, was carried.

APPEARANCES AND PUBLIC HEARING

There were no Appearances or Public Hearing.

CONSENT AGENDA

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

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

Agenda items were re-ordered to accommodate those present.

NEW BUSINESS

A motion by Alder Busse, seconded by Alder Speight to suspend the rules and take action on Resolution 16-2-2076 Authorizing the Issuance and Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016, was carried.

Finance Director Houtakker reported a Resolution was passed at the last meeting to allow interest rate negotiations to start for bonds for Capital Budget borrowing and also to re-finance a balloon payment for a note that is due in eight years, but will be paid off in seven. Mr. Belongia reported the City's Standard & Poors AA+ rating remains. The overall interest for the 10 years is 1.92%. A comparison to a AAA rating was provided. The premium will be used for debt service as required by law. He will be at the April meeting.

A motion by Alder Busse, seconded by Alder O'Connor to approve Resolution 16-2-2076 Authorizing the Issuance and Sale of \$5,025,000 General Obligation Promissory Notes, Series 2016. On a roll call vote, all members voted in favor of the motion.

## UNFINISHED BUSINESS

City Administrator Little provided information on the Assessor contract that will include walk-throughs of one-quarter of the City over the next four years. Mr. Danielson was invited per Council request. Mayor Miller welcomed Mr. Danielson and stated he wanted to hear from him on the Department of Revenue (DOR) matter.

Mr. Danielson stated he has been the City's assessor for ten years and has a good relationship with the City Clerk and City Attorney. The DOR issues were with classification of agriculture land and a maintenance contract, neither of which affect the City. Audits are done by the DOR when there is a complaint. The complaint was brought forward by a competitor who owns an assessment company in Germantown. The issue stems from a conflict between the Assessor's Manual and the law regarding sales value evaluation.

Mr. Danielson reviewed his meetings with the DOR and that he asked for clarification from them. The DOR said they looked at 15 properties out of 9,000 in Germantown and 15 in each of 3 other communities out of a total of 20,000. The DOR wouldn't tell him what the errors were because it's an open investigation. Classifications are subjective. The errors were slight and improved technology allows correction. Mr. Danielson stated he voluntarily relinquished his license for 6 months to avoid full revocation, and is halfway through to reinstatement on May 1. He consulted with attorneys but was given only a few days to make a decision. He was told the matter wasn't going to be made public but it was in a matter of days with a letter sent to all of his clients. He has spoken with the City Clerk and others explaining the situation.

Mr. Danielson stated he has been hired back by Germantown for a one-year contract. He is trying to adhere to the process of education and communication to get his license back and wants to do the best job possible. He has no desire to retaliate in any way against the complainant. The timing of the process to be followed in the City was discussed, including walk-throughs and that his license will be reinstated in time for the Board of Review. One-quarter of the City will be physically reviewed to make sure data is correct, and then the entire City will be revalued. Statistics are broken out by style in neighborhoods.

Mr. Danielson explained there are seven property classifications and the City has only two: commercial and residential. Changes in classification from agriculture to fallow land are difficult to see online, and trees and other obstacles make on-site views difficult at times. City Administrator Little reported she has had no problems working with Accurate Appraisal in the past. She received three references with no concerns. Additional correspondence with the DOR provided very few details. She asked what Mr. Danielson has learned.

Mr. Danielson stated it wouldn't make sense for him or his business to not act swiftly if errors were pointed out, and is insulted that the DOR says he didn't respond to them or the issues raised. The errors in Germantown were corrected and they are now on a full value maintenance contract like the City's. Mayor Miller thanks Mr. Danielson for his candor, honesty, and passion. City Attorney Cole reported Mr. Danielson's Board of Review testimony is professional. In three lawsuits the assessment was sustained by the Court of Appeals in two and one was dismissed. Alder Busse stated the findings of fact include Germantown rehiring Accurate Appraisal which speaks well of the job done, the references were positive, and there are no problems with the system followed in the City.

A motion by Alder Speight, seconded by Alder Holmquist to approve Resolution 16-1-2073 Approving a Proposal for City Assessment Services. On a roll call vote, all members voted in favor of the motion.

### NEW BUSINESS

A motion by Alder Speight, seconded by Alder O'Connor to suspend the rules and take action on Resolution 16-2-2075 Approving an Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed, was carried.

Public Works Director Stephany reviewed the plan. The City pays \$7,000 per year to participate and the full plan will be implemented in 2017. Mr. Taylor reviewed a Power Point presentation regarding the DNR phosphorous reduction requirement per segment of the watershed. The City's will go down as this can be adjusted based upon stormwater management. The pilot program started an adaptive management process so all cities, villages, towns, and other entities involved can work together. Area municipality participation was reviewed; members can leave the group after five years. The full plan and intergovernmental agreement is at the DNR for review. Costs were outlined regarding additional wastewater and stormwater. Agriculture producers are willing to work with this plan. Mayor Miller stated MMSD is required to address this issue. They could do a bricks and mortar fix, but that wouldn't clean the City's shoreline. This plan moves the work upstream and positively affects a half-million people.

Public Works Director Stephany reported the City's annual contribution of \$42,000 will be reduced to \$30,000 once the DNR finishes review of the City's phosphorous levels. The DNR percent reduction approach is beneficial. There will still be baseline requirements, but the City has 20 years to get the one area of concern, which will be the focus of Capital Improvement projects, up to the 40% goal. Funds will come out of the stormwater budget. The GIS change on the slope equation is complete. Mr. Taylor stated vacuum leaf pick up can help if improvement can be proven and expressed appreciation for the City's and especially Public Works Director Stephany's work on this effort. Alder Holmquist suggests resident education about actions that can reduce this cost.

Mayor Miller requested information on lead pipes in the City and water issues they create. Public Works Director Stephany reported lead levels are low. The pipes from wells to curb stops are not lead, but connections to house valves is unknown. Homeowners can look at the type of pipe in the basement coming out of the ground. Copper pipes have lead solder. If homeowners don't drink the first draw of water in the morning and run the water until it is cold, there won't be lead in the water. He will add a check of the type of service installed during the next round of meter changes, and will record a PSA for the radio station.

A motion by Alder Speight, seconded by Alder O'Connor to approve Resolution 16-2-2075 Approving an Intergovernmental Agreement for an Adaptive Management Plan for the Yahara Watershed. On a roll call vote, all members voted in favor of the motion.

### UNFINISHED BUSINESS

City Administrator Little reported that while the CDA did not have a quorum, they did provide comments on the Vandewalle & Associates, Inc. agreement extension. Rates were questioned and more billing detail was requested on future invoices. The agreement can be cancelled mid-term with a 30-day notice. Mayor Miller reported he, City Administrator Little, and City Planner Reichertz met with Vandewalle. Their work is good but marketing efforts were questioned; they are doing more now.

A motion by Alder Busse, seconded by Alder Holmquist to approve 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. On a roll call vote, all members voted in favor of the motion.

## NEW BUSINESS

A motion by Alder Speight, seconded by Alder Holmquist to 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). On a roll call vote, all members voted in favor of the motion.

Upon reconvening in Open Session:

Alder Busse reported the contract wasn't presented so there is not enough information to move forward.

A motion by Alder Busse, seconded by Alder Holmquist to table until the contract is available Consideration of Resolution 16-2-2077 Approving the Terms of Contract with Wisconsin Professional Police Association/Law Enforcement Employee Relations Division, was carried.

## REPORTS

Alder O'Connor reported the Sustainability Committee needs members and a committee membership application is on the City's website, mymonona.com.

City Clerk Andrusz reported she continues to work through issues with the WisVote system and reminds listeners that photo ID is now required to vote.

City Administrator Little distributed Code Enforcement officer statistics and reminds listeners no particular area is targeted. There have been violations in almost all areas of the City.

Mayor Miller reported there may be a major snowstorm so viewers should watch the website and adhere to parking rules. There have been ribbon cuttings at the new Treysta fitness and yoga clubs. The Slinde building is filling up. Mayor Miller was sad to announce the passing of long-time active City resident Kathy Mahoney and extends condolences to her family. Mayor Miller was happy to announce the birth of Media Coordinator Will Nimmow and his wife Liz's son Brody. A new Police Officer was sworn in today, bringing the force to full strength.

## APPOINTMENTS

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

Election Inspectors, January 1, 2016 – December 31, 2017:

- a. Patricia Howell
- b. Kate Kvale
- c. LaVerne Schwengel

## ADJOURNMENT

A motion by Alder Holmquist, seconded by Alder Busse to adjourn, was carried. (9:10 p.m.)

Joan Andrusz  
City Clerk

# ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning ~~June 30~~ March 20 15 16 ;  
ending July 1 20 16

TO THE GOVERNING BODY of the:  Town of }  
 Village of } Monona  
 City of }  
County of Dane Aldermanic Dist. No. \_\_\_\_\_ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number: <u>456-1020161146-03</u>	
Federal Employer Identification Number (FEIN): <u>20-3606109</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>500<sup>00</sup></u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>15</u>
<b>TOTAL FEE</b>	\$ <u>15</u>

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Shopko Stores Operating Co., LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>See Attached Exhibit A</u>		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Jim Sarbacker - Store Manager</u>		
Directors/Managers	<u>Agent - Store Manager</u>		

3. Trade Name ▶ Shopko #32 Business Phone Number 608-222-6010  
4. Address of Premises ▶ 2101 West Broadway Post Office & Zip Code ▶ Monona, WI 53713

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period?  Yes  No  
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant?  Yes  No  
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business?  Yes  No  
8. (a) **Corporate/limited liability company applicants only:** Insert state Delaware and date 10/11/05 of registration.  
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company?  Yes  No  
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin?  Yes  No  
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Single Story; approximately 35,000 sq feet

10. Legal description (omit if street address is given above): \_\_\_\_\_  
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No  
(b) If yes, under what name was license issued? \_\_\_\_\_

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864]  Yes  No  
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]  Yes  No  
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs?  Yes  No

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

**SUBSCRIBED AND SWORN TO BEFORE ME**

this 16 day of December, 20 15

[Signature]  
(Clerk/Notary Public)

My commission expires 8-24-18

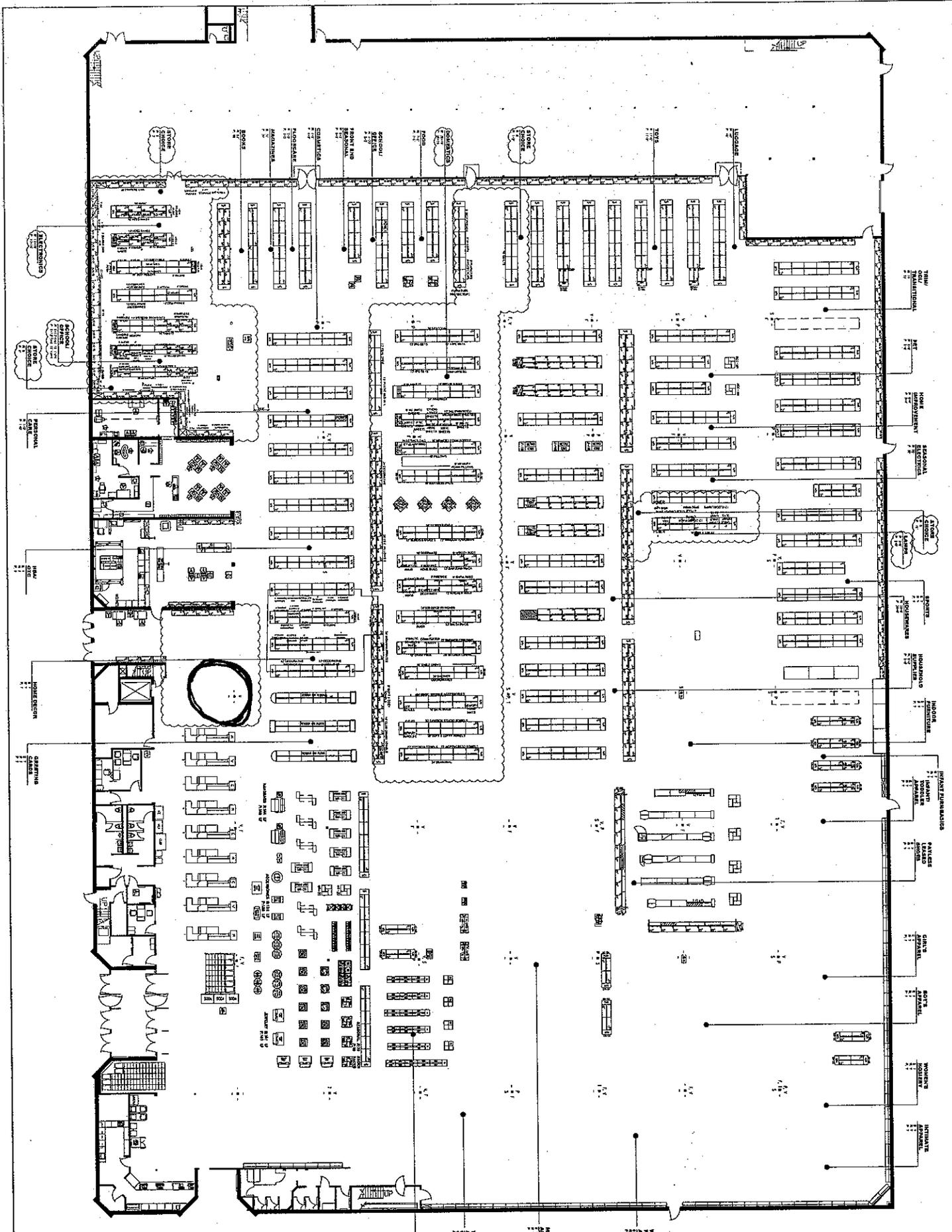
[Signature]  
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

**TO BE COMPLETED BY CLERK**

Date received and filed with municipal clerk <u>1-8-16</u>	Date reported to council/board <u>CC-2-15-16</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	<u>[Signature]</u>



**SHOMO**  
 #432-SKO  
 PROJECT: ...  
 DRAWING NO.: ...  
 DATE: ...  
 MEI  
 1952



**Resolution No. 16-2-2078  
Monona Common Council**

**PURCHASE APPROVAL OF TWO POLICE VEHICLES**

**WHEREAS**, maintaining a highly operational fleet of vehicles is critical to the operation of the Monona Police Department, as police officers rely on motor vehicles (marked and unmarked squad cars) as their principle mode of transportation; and,

**WHEREAS**, the City Council has approved a fleet renewal program of two police vehicles in the 2016 Capital Budget; and,

**WHEREAS**, the two vehicles scheduled for replacement in 2016 are Squad #117, a marked 2012 Dodge Charger, and Squad #106, an unmarked 2006 Ford Explorer; and,

**WHEREAS**, the two vehicles scheduled for purchase are two (2) 2016 Ford Utility Police Interceptor AWD vehicles; and,

**WHEREAS**, a delay in ordering these vehicles could result in increased maintenance costs and decreased revenues from the sale of used vehicles.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Monona, Dane County, Wisconsin, that the Monona Police Department is authorized to order and purchase two (2) 2016 Ford Utility Police Interceptor police patrol vehicles from Ewald Automotive Group under the State Bid for \$30,180.50 and \$30,555.50, totaling \$60,736.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY ORDER OF THE CITY COUNCIL  
CITY OF MONONA, WISCONSIN

\_\_\_\_\_  
Robert E. Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Andrusz  
City Clerk

Approval Recommended By: Public Safety Commission 1/27/16

Council Action:

Date Introduced: 2-15-16

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>16-2-2078</u>
		Ordinance Amendment No. _____

**Title: Purchase of Replacement Police Vehicles**

**Policy Analysis Statement:**

**Brief Description Of Proposal:**

Purchase of two (2) police vehicles with funds allocated in the 2016 Capital Budget for squad car replacement. State bid from Ewald Automotive Group is \$30,555.50 + 30,180.50 = \$60,736.00. Expected delivery is 90-120 days from order.

Squad #117, a marked 2012 Dodge Charger and Squad #106, an unmarked 2007 Ford Explorer, are to be replaced with two (2) Ford Utility Police Interceptor AWD vehicles.

**Current Policy Or Practice:**

Vehicles scheduled for replacement have reached mileage totals that are requiring substantial maintenance expenditures.

**Impact Of Adopting Proposal:**

In purchasing these vehicles it is assumed we will decrease our maintenance costs associated with older vehicles in the police fleet.

**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 2016 Capital 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:**

This purchase is expected to aid in decreasing maintenance costs and down time associated with older fleet vehicles.

**Expenditure/Revenue Changes:**

Budget Amendment No. _____				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57210	813	Police Cars	70,000			70,000
<b>Totals</b>								

**Prepared By:**

Department: POLICE Prepared By: Chief Walter J. Ostrenga Reviewed By: Marc Houtakker	Date: 2/15/16 Date: 2/11/16
--	--------------------------------

**Resolution No. 16-2-2081  
Monona Common Council**

**A RESOLUTION APPROVING A CONTRACT WITH SCHMIDT'S AUTO, INC. TO  
PROVIDE TOWING AND IMPOUND SERVICES**

**WHEREAS**, the City is in need of a contractor to provide towing and impound services and has tendered a request for proposals to provide said services; and,

**WHEREAS**, Schmidt's Auto, Inc. responded to the request for proposals and was determined by staff to have submitted the proposal which best serves the interests of the City; and,

**WHEREAS**, Attorney Cole has reviewed the proposals received and recommends the Common Council accept the proposal of Schmidt's Auto and enter into a contract to provide such services; and,

**WHEREAS**, the Common Council accepts the recommendation of City Staff and Attorney Cole and finds it to be in the best interests of the City to enter into a contract with Schmidt's Auto to provide towing and impound services to the City in accordance with the City's request for proposals and the proposal of Schmidt's Auto.

**NOW THEREFORE**, the Common Council of the City of Monona, Dane County, Wisconsin, hereby resolves to accept the proposal of Schmidt's Auto to provide towing and impound services to the City as set forth in the City's request for proposals and the proposal of Schmidt's Auto.

**BE IT FURTHER RESOLVED** that the mayor and staff are authorized to enter into the attached contract with Schmidt's Auto to provide said services.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

BY ORDER OF THE CITY COUNCIL  
CITY OF MONONA, WISCONSIN

\_\_\_\_\_  
Robert E. Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Andrusz  
City Clerk

Drafted By: Curtis Wiegel, Police Lieutenant – 2/2/16  
Approved As To Form By: William S. Cole, City Attorney – 2/4/16



## 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: Schmidt's Auto, Inc.  
ADDRESS: 1621 Beld Street  
CITY/STATE/ZIP CODE: Madison, WI 53715  
CONTRACTOR'S REPRESENTATIVE: John Schmidt

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 towing, storage and impound of motor vehicles as described in the CITY's Request for Proposals for towing services dated December 14, 2015 (hereinafter the "RFP"), and the CONTRACTOR'S response dated January 28, 2016 (hereinafter the "RESPONSE"). The RFP and RESPONSE are hereby incorporated into this AGREEMENT as though set forth in full herein. In the event of any conflict between the provisions of this AGREEMENT and either or both the RFP and the RESPONSE, the provisions of this 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.

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

1. Towing vehicles to legal parking space
  - Vehicles up to 8,000 lbs. \$ 40.00
  - Vehicles 8,000 lbs.-15,000 lbs. \$ 40.00
  - Vehicles 15,000 lbs.-80,000 lbs. \$100.00
2. Towing abandoned or impounded vehicles to Bidder owned lot
  - Vehicles up to 8,000 lbs. No charge
  - Vehicles 8,000 lbs.-15,000 lbs. No charge
  - Vehicles 15,000 lbs.-80,000 lbs. No charge
3. Towing "City" owned vehicles
  - Vehicles up to 8,000 lbs. (Passenger cars) \$ 40.00/hr\*
  - Vehicles 8,000 lbs.-15,000 lbs. \$ 50.00/hr\*
  - Vehicles 15,000 lbs.-80,000 lbs. \$100.00/hr\*
4. Cancellation fee after authorization to tow
  - During regular business hours: M-F, 8-5 \$ 20.00
  - After hours, weekends and holidays \$ 20.00

5.	Storage Charges	
	Automobiles and Trucks	\$ 35.00/day
	Motorcycles and Mopeds	\$ 15.00/day
6.	Minor Fluid Leak Clean Up with no-tow	\$ 40.00
	With Tow	No charge

\*Billable in 15 minute increments

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.

**3. TERM/TERMINATION.** The term of this AGREEMENT shall commence on March 7, 2016, and terminate on March 7, 2018. Immediately upon completion of the above term, this AGREEMENT shall automatically renew under identical provisions for two subsequent one year terms, unless at least 90 days prior to the termination date of any such additional term, either party gives written notice to the other of its intention to terminate this AGREEMENT upon termination of the then current term. Notwithstanding the previous two sentences, 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: Chief of Police.

**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 of at least as set forth in Exhibit A attached hereto.

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

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

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

## **9. 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.

SIGNATURE PAGE TO FOLLOW.

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

**CITY OF MONONA**

By: \_\_\_\_\_  
Robert Miller, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joan Andrusz, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO SUFFICIENCY OF FUNDS**

\_\_\_\_\_  
April Little, City Administrator

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_  
John N. Schmidt

\_\_\_\_\_  
Date

\_\_\_\_\_ (Title)

## **EXHIBIT A INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Ordinance No. 2-16-675  
Monona Common Council**

**AN ORDINANCE AMENDING SECTION 6-1-4 OF THE CODE OF ORDINANCES  
REGARDING SIDEWALK ASSESSMENTS**

**WHEREAS**, 6-1-4 (e) (1) of the Code of Ordinances currently states the full cost of the construction of all sidewalks abutting on privately owned property shall be paid by the abutting property owner; and,

**WHEREAS**, the Public Works Committee discussed the Sidewalk Assessment and Repair Policy at its September 2, 2015 meeting and feels the City should pay the full cost of construction to encourage sidewalk installation in the City because sidewalks are a public good, and because it is dangerous in certain areas for pedestrians to be walking in City streets; and,

**WHEREAS**, the Public Works Committee recommends that 6-1-4 (e) (1) be changed to state the full cost of the construction of all sidewalks abutting on privately owned property shall be paid by the City.

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

**SECTION 1.** Section 6-1-4 (e) (1) of the Code of Ordinances is hereby amended to read as follows:

**(e) Assessment and Repair Policy – Sidewalks**

- (1) The full cost of construction of all sidewalks abutting on privately owned property shall be paid by the City and this policy shall apply to both front and side frontages on all corner lots in the City as well as to interior lots. The costs of all crosswalks shall be paid in full by the City. All sidewalks shall be kept in repair by and at the expense of the City, except as provided in Subsection (e) (2).

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2016.

BY ORDER OF THE CITY COUNCIL  
CITY OF MONONA, WISCONSIN

\_\_\_\_\_  
Robert E. Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Andrusz  
City Clerk

Approval Recommended By: Public Works Committee – 9/2/15  
Drafted By: Daniel J. Stephany, Director of Public Works  
Approved As To Form By: William S. Cole, City Attorney

Council Action:  
Date Introduced: 2-15-16  
Date Approved: \_\_\_\_\_  
Date Disapproved: \_\_\_\_\_

**Sec. 6-1-4 Construction of Sidewalks and Streets.**

(This section amended per Ordinance 2-10-612, adopted Feb. 15, 2010.)

(a) **City Engineer to Establish.** New and reconstructed sidewalks shall be of concrete, and constructed in substantial accordance with the specifications prescribed by the City Engineer.

(b) **Driveway Approaches.** Driveway approaches must be established for each lot in advance of the sidewalk construction and shall be clearly marked on the plans.

(c) **Grade for Sidewalks; Locations.**

(1) Whenever the Council shall order construction of a sidewalk, the City Engineer shall immediately survey and stake out the location and grade of the same if a grade has been established; and where no grade has been established as ascertained by the records, the Engineer shall prepare and report a grade for the approval of the Council, and when the same shall be established shall stake out the sidewalk as ordered by the Council. No sidewalk shall be laid under this Section until a grade therefore has been established by the Council. No person shall construct any sidewalk except in accordance with such approved location and established grade, except with the permission of the Council.

(d) **Construction and Repair of Sidewalks.** The provisions of Sec. 66.0907, Wis. Stats., relating to the construction and repair of City sidewalks so far as applicable to the City, are adopted by reference.

(e) **Assessment and Repair Policy - Sidewalks.**

→ (1) The full cost of the construction of all sidewalks abutting on privately owned property shall be paid by the ~~abutting property owner~~ City and this policy shall apply to both front and side frontages on all corner lots in the City as well as to interior lots. The costs of all crosswalks shall be paid in full by the City. All sidewalks shall be kept in repair by and at the expense of the City, except as provided in Subsection (e)(2).

(2) When an existing sidewalk in areas zoned other than for one (1) or two (2) family dwellings falls into disrepair to the extent that replacement of the sidewalk becomes necessary, the full cost of such replacement shall be assessed to the abutting property owner.

(3) Notwithstanding any other provision of this Code of Ordinances to the contrary, payment for the cost of sidewalk construction may be, at the option of the Common Council, extended over a period of time not to exceed five (5) years.

**From:** William S. Cole - Work [mailto:wcole@execpc.com]  
**Sent:** Wednesday, January 13, 2016 3:23 PM  
**To:** April Little  
**Cc:** Daniel Stephany  
**Subject:** RE: sidewalk assessment policy

Hi April,

You are not off base. It is a valid concern. As drafted, the ordinance applies to all private property, not just residential. However, we would be able to work around your concern. We would not require sidewalks in industrial districts. I believe all the commercial and institutional districts already have sidewalks in place. The only areas I know of that do not currently have sidewalks are zoned residential. The Riverfront is zoned CDD so we could require the developer(s) to pay for sidewalks as part of the zoning approval process. Additionally, with TIF redevelopments such as the Riverfront, we require the developer to do all sorts of things in order to get the financial assistance, they are not otherwise required to do. I would simply include a provision in the developer agreement requiring them to pay for the sidewalk construction notwithstanding the sidewalk ordinance.

Realistically, I think the only scenario where the issue would arise is if a developer purchased several built out residential lots in an area with no current sidewalks, tore the homes down and built a large residential development. In that scenario the ordinance would require the city to pay 100% of the sidewalk cost and we would have no zoning or contractual way to require the developer to pay for it. We could change the ordinance, but then we face the risk of being sued on the claim that we are treating them differently in violation of Equal Protection, and that they have a vested right to develop under the ordinance in place at the time they submitted their complete plans. However, in that type of development I think Ald. Thomas' point is the city should pay for the sidewalk to get pedestrians off the street.

Frankly, in my view, I would rather delete section (e) altogether. Section (d) adopts section 66.0907 of the state statutes. That statute says we specially assess 100% of the cost of construction and repair of sidewalks against the adjoining property, UNLESS we decide the city should pay a certain portion. That gives the council flexibility to change the assessment levels on a case by case basis depending on safety needs, the specific area, etc. However, I certainly recognize that flexibility can lead to a perception of unfairness and leaving section (e) in gives people an understanding that everyone is treated the same.

Otherwise, the ordinance is fine as drafted.

Bill

*William S. Cole*

2945 Triverton Pike Drive, Suite 101  
Fitchburg, Wisconsin 53711-7508  
608/221-0079  
608/221-7335 FAX  
[wcole@execpc.com](mailto:wcole@execpc.com)

*This e-mail is intended only for the use of the individual to which it is addressed and may contain legally privileged and confidential information. If you are not the intended recipient of this message, any dissemination, distribution or copying of this message is prohibited. If you receive this message in error, please delete it and immediately notify me by telephone or e-mail.*

**From:** April Little [<mailto:alittle@ci.monona.wi.us>]  
**Sent:** Wednesday, January 13, 2016 10:00 AM  
**To:** William S. Cole - Work  
**Cc:** Daniel Stephany  
**Subject:** FW: sidewalk assessment policy

Hi Bill – please see attached amendment, for review. Following is the discussion from Public Works Committee:

5B: Sidewalk assessment policy review – The current sidewalk assessment ordinance was included in the packet for committee review. Currently, residential properties are assessed one hundred percent for new sidewalks. Sidewalks provide a public good by getting pedestrians out of the street. Once sidewalks are added, the property owner is required to remove the snow from the sidewalk. Removing the financial burden from the property owner may be a selling point, to encourage sidewalks in certain areas. There are some streets in the City where it makes sense to have sidewalks, because it is dangerous for people to be walking on the streets.

A motion was made by Mr. McConnell, and seconded by Ms. Busse to recommend to City Council to change the current sidewalk assessment ordinance for residential properties only, and discontinue the assessment for the cost of new sidewalk installation, was carried.

My question is: it seems the intent is to cover **residential** properties only. But I'm wondering if we have a major redevelopment project such as the riverfront triangle; should we preserve our right to assess for such initial sidewalk installation as part of the developer agreement? Otherwise it could be expensive. It seemed to me like maybe the language was a bit fuzzy here and could be clearer. E1 says "all privately owned property."

Or, heck maybe I'm off base!

This is for the Feb. 15 City Council. Thank you.

April Little, City of Monona

**Resolution No. 16-2-2079  
Monona Common Council**

**A RESOLUTION AMENDING THE CONTRACT WITH STRAND ASSOCIATES  
FOR BRIDGE ROAD RECONSTRUCTION DESIGN AND  
CONSTRUCTION ADMINISTRATION SERVICES**

**WHEREAS**, Strand Associates is currently under contract to complete design and construction administration services for the Bridge Road Reconstruction Project and the Library parking lot reconstruction design; and,

**WHEREAS**, the 2016 Capital Budget includes an allocation of \$260,000 to complete design services for the 2017 Road Reconstruction Project; and,

**WHEREAS**, the public works department staff is seeking approval to amend the current Bridge Road Reconstruction services contract with Strand Associates to incorporate design services for the 2017 Road Reconstruction Project in order to maximize project efficiencies (reduced permit costs, fewer projects out for bid, better project coordination, etc.), based on the staff's familiarity with nearly a dozen Strand staff and Strand's successful design and management of numerous large-scale, high-cost projects for the City in the recent past; and,

**WHEREAS**, the amendment request includes an additional 2016 design services expense of \$247,900 (combined total \$331,000), and an additional 2017 construction-related service expenses of \$219,000 (combined total \$291,000); and,

**WHEREAS**, the combined project will be referred to as the "2017 Road Reconstruction Project"; and,

**WHEREAS**, the Public Works Committee reviewed this topic at its February 3, 2016 meeting and has recommended approval of the amendment to the Bridge Road Reconstruction services contract with Strand Associates to complete design services for a combined 2016 expense of \$331,000, and to complete 2017 construction services for a combined expense of \$291,000.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Monona, Dane County, Wisconsin hereby approves amending the Bridge Road Reconstruction services contract with Strand Associates as follows:

1. To include the additional Scope of Services outlined in the proposal.
2. To increase the total cost, based on the additional Scope of Services, to \$331,000 in 2016 for design services and \$291,000 in 2017 for construction-related services.
3. To change the project name to "2017 Road Reconstruction Project."

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

BY ORDER OF THE CITY COUNCIL  
CITY OF MONONA, WISCONSIN

\_\_\_\_\_  
Robert E. Miller  
Mayor

ATTEST:

\_\_\_\_\_  
Joan Andrusz  
City Clerk

Approval Recommended By: Public Works Committee – 2/3/16

Council Action:

Date Introduced: 2-15-16

Date Approved: \_\_\_\_\_

Date Disapproved: \_\_\_\_\_

**City of Monona**  
**POLICY AND FISCAL NOTE**

<input checked="" type="checkbox"/> Original	<input type="checkbox"/> Update	Substitute No. _____
		Resolution No. <b>16-2-2079</b>
		Ordinance Amendment No. _____

**Title:**  
 Bridge Road Reconstruction Design Contract Amendment

**Policy Analysis Statement:**

**Brief Description Of Proposal:**

Strand Associates is currently under contract to complete design services for the Bridge Road Reconstruction Project for the amount of \$83,100. The attached proposal is an amendment to the Bridge Road design contract that would include design and bidding-related services for Bridge Road reconstruction, Well 2 parking lot design (originally scheduled for 2017 construction), and the roads listed for reconstruction in 2017: Tonyawatha from Winnequah to Progressive, Schultz from Tonyawatha to Winnequah, Dean from Winnequah to Tonyawatha, Progressive from Tonyawatha to Winnequah, and McKenna from Dean to Greenway. The reconstruction of the library parking lot would be part of the 2017 bid, as Strand is completing this design as well.

**Current Policy Or Practice:**

Design services for the 2017 road reconstruction project are accounted for in the 2016 Capital Budget.

Approved Capital Budget - Bridge Road Design Services: \$83,100  
 Approved Capital Budget - Local Road Reconstruction Design Services: \$260,000  
 Total Approved Funding for Design: \$343,100

**Impact Of Adopting Proposal:**

Proposed additional design costs: \$247,900 (\$331,000 total)  
 Capital Budget Allocation for Design: \$343,100  
 Expected Capital Budget Balance: \$12,100

The remaining balance will be used to cover permit expenses, and complete any needed testing or analysis.

2017 Capital Budget – Combined Construction Related Services: \$291,000

**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: Capital Fund.

**Budget Effect:**

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

**Vote Required:**

- Majority
- Two-Thirds

**Narrative/assumptions About Long Range Fiscal Effect:**

**Expenditure/Revenue Changes:**

Budget Amendment No.				No Budget Amendment Required <input checked="" type="checkbox"/>				
Account Number				Account Name	Budget Prior to Change	Debit	Credit	Amended Budget
Fund	CC	Account	Object					
400	57	57330	983	Bridge Road Reconstruction Design	\$83,100			\$83,100
400	57	57330	987	Local Road Reconstruction Design	\$260,000			\$260,000

**Prepared By:**

Department: Public Works Prepared By: Daniel Stephany, Dir Public Works Reviewed By: Marc Houtakker, Finance Director	Date: January 29, 2016 Date: February 10, 2016
---	---

Amendment No. 1 to Task Order No. 15-06  
City of Monona, Wisconsin (CITY)  
and Strand Associates, Inc.® (CONTRACTOR)  
Pursuant to INDEPENDENT CONTRACT AGREEMENT  
for Municipal Engineering Services dated April 13, 2012

This is Amendment No. 1 to the referenced Task Order.

Project Name: Bridge Road Reconstruction

**Under Project Information,**

REPLACE Project Name with the following:

“Project Name: 2017 Local Road Reconstruction”

REPLACE Services Description with the following:

“Provide engineering services for the reconstruction of Bridge Road from West Broadway Road to the Yahara River Bridge Crossing, Tonyawatha Trail from Winnequah Road to Progressive Lane, Schultz Place from Tonyawatha Trail to Winnequah Road, Dean Avenue from Tonyawatha Trail to Winnequah Road, Progressive Place from Tonyawatha Trail to Winnequah Road, McKenna Road from Dean Avenue to Greenway Road, and parking and site improvements at Well No. 2.”

**Under Scope of Services,**

REPLACE Design Services in its entirety with the following:

- “1. Conduct a topographic survey for the project and including approximately 2,000 linear feet (lf) along Bridge Road, 2,400 lf along Tonyawatha Trail, 380 lf along Schultz Place, 650 lf along Dean Avenue, 270 lf along Progressive Place and 1,270 lf along McKenna Road. Provide topographic site survey around Well No. 2. for driveway and parking improvements.
2. Design new water main and storm sewer along Bridge Road and show on the plan and profile drawings. This includes water main design from Winnequah Road to the south side of West Broadway Avenue. Design new water main and line existing sanitary sewer along Tonyawatha Trail, Schultz Place, Dean Avenue, Progressive Place, and McKenna Road and show on the plan and profile drawings. Design intersection storm water improvements along Tonyawatha Trail, Schultz Place, Dean Avenue, and Progressive Place. Design new asphaltic parking and access improvements at Well No 2.
3. Prepare plan and profile drawings and cross sections for street, sidewalk, and utility reconstruction.
4. Prepare erosion control drawings and miscellaneous details.
5. Prepare construction staking and traffic control drawings.
6. Assist CITY with identification of easement and right-of-way for the project. Provide up to four easement descriptions for the project. CITY shall acquire all right-of-way and easements.
7. Submit final drawings, specifications, and related forms to the Wisconsin Department of Natural Resources (WDNR) for an anticipated WDNR Notice of Intent Permit Coverage. Up to two submittals are anticipated.

- 8. Submit final drawings, specifications, and related forms to the WDNR for an anticipated WDNR Chapter 30 Coverage; communicate with the United States Army Corps of Engineers. Up to two submittals are anticipated.
- 9. Submit final drawings, specifications, and water main extension forms to the WDNR for approval. Up to two submittals are anticipated.
- 10. Prepare an opinion of probable construction cost for the project.
- 11. Assist CITY with utility coordination. Correspond with Madison Gas and Electric regarding the burial of overhead lines along Bridge Road.
- 12. Attend up to four design meetings with CITY, two Public Works Committee meetings, two public informational meetings, and two City Council meetings.
- 13. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings. Bidding Documents will be separated into two bid packages.
- 14. Prepare draft and final special assessment information for McKenna Road.”

REPLACE Bidding-Related Services, item No. 4, with the following:

“4. Prepare up to six sets of Contract Documents for signature.”

REPLACE Construction-Related Services, item No. 2, with the following:

“2. Provide up to 2,400 hours of full-time Resident Project Representative services.”

REPLACE Compensation in its entirety with the following:

“CITY shall compensate CONTRACTOR for Design Services under this Task Order on an hourly rate basis plus expense an estimated fee of \$331,000 (an increase of \$247,900).

CITY shall compensate CONTRACTOR for Bidding-Related Services and Construction-Related Services under this Task Order on an hourly rate basis plus expenses a fee of \$291,000 (an increase of \$219,000), when authorized.”

REPLACE Schedule in its entirety with the following:

“Design Services will begin upon execution of this Task Order which is anticipated on June 1, 2015. Authorization for Bidding-Related Services and Construction-Related Services is anticipated following the approval of the 2017 CITY budget in the fall of 2016. All services are anticipated for completion on December 31, 2017.”

TASK ORDER AMENDMENT AUTHORIZATION AND ACCEPTANCE:

CONTRACTOR:

STRAND ASSOCIATES, INC.®

CITY:

CITY OF MONONA

**DRAFT**

Matthew S. Richards  
Corporate Secretary

Date

April Little  
City Administrator

Date

**NOT FOR  
DRAFT  
SIGNATURE**



**INDEPENDENT CONTRACTOR AGREEMENT  
For Municipal Engineering Services**

**Amendment to Initial Agreement Dated April 4, 2012  
3. Contract Term (Renewal)**

---

**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:	<u>Strand Associates</u>
ADDRESS:	<u>910 West Wingra Drive</u>
CITY/STATE/ZIP CODE:	<u>Madison, WI 53715</u>
CONTRACTOR'S REPRESENTATIVE:	<u>Joshua Straka</u>

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:

**3. TERM/TERMINATION.** Immediately upon completion of the initial three (3) year period expiring April 4, 2015, this AGREEMENT, shall automatically renew under identical provisions for subsequent one year terms, unless at least 90 days prior to the termination date of any such additional term, either party gives written notice to the other of its intention to terminate this AGREEMENT upon termination of then current term. Notwithstanding the previous two sentences, 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.

Task Order No. 15-06  
City of Monona, Wisconsin (CITY)  
and Strand Associates, Inc.<sup>®</sup> (CONTRACTOR)  
Pursuant to INDEPENDENT CONTRACT AGREEMENT  
for Municipal Engineering Services dated April 13, 2012

**Project Information**

Project Name: Bridge Road Reconstruction

Services Description: Provide engineering services for the reconstruction of Bridge Road from West Broadway Road to the Yahara River Bridge Crossing.

**Scope of Services**

CONTRACTOR will provide the following services to CITY.

Design Services

1. Conduct a topographic survey for the project area including approximately 1,500 linear feet along Bridge Road.
2. Design new water main and storm sewer and show on plan and profile drawings. This would include water main design from Winnequah Road to the south side of West Broadway Avenue.
3. Prepare plan and profile drawings and cross sections for street and sidewalk reconstruction.
4. Prepare an erosion control plan and miscellaneous details.
5. Prepare construction staking and traffic control plan.
6. Assist CITY with identification of easement and right-of-way needed for the project.
7. Submit final drawings, specifications, and related forms to the Wisconsin Department of Natural Resources (WDNR) for an anticipated WDNR Notice of Intent Permit Coverage.
8. Submit final drawings, specifications, and related forms to the WDNR for an anticipated WDNR Chapter 30 Coverage; communicate with the United States Army Corps of Engineers.
9. Submit final drawings, specifications, and water main extension forms to the WDNR for approval.
10. Prepare an opinion of probable construction cost for the project.
11. Assist CITY with utility coordination.
12. Attend two design meetings with CITY staff, one Public Works Committee meeting, one public information meeting, and one City Council meeting.
13. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2007 edition, technical specifications, and engineering drawings.

Bidding-Related Services

1. Distribute bidding documents electronically through QuestCDN.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening, tabulate and analyze bid results, and assist CITY in the award of the Construction Contract.
4. Prepare up to three sets of Contract Documents for signature.

Construction-Related Services

1. Provide construction-related services, attend the preconstruction conference, prepare bid tab, prepare Contract Documents for signature, review contractor's shop drawing submittals, interpret and clarify Contract Documents, attend construction progress meetings, conduct periodic site visits, and participate in project closeout.
2. Provide up to 600 hours of full-time Resident Project Representative services.
3. Perform construction staking for the general location, alignment, elevation, and grade of the work.
4. Provide record drawings in computer-aided design, a portable document, and hard copy formats from information compiled from contractor's records.

**Compensation**

CITY shall compensate CONTRACTOR for Design Services under this Task Order on an hourly rate basis plus expenses an estimated fee of \$83,100.

CITY shall compensate CONTRACTOR for Bidding-Related and Construction-Related Services under this Task Order on an hourly rate basis plus expenses a fee of \$72,000, when authorized.

**Schedule**

Design Services will begin upon execution of this Task Order, which is anticipated on June 1, 2015. Authorization for Bidding-Related and Construction-Related Services is anticipated following the approval of the 2016 CITY budget in the fall of 2015. All services are scheduled for completion on November 30, 2016.

**TASK ORDER AUTHORIZATION AND ACCEPTANCE:**

CONTRACTOR:

STRAND ASSOCIATES, INC.®

Matthew S. Richards  
Corporate Secretary

Date

*Matthew Richards 6/8/15*

CITY:

CITY OF MONONA

Patrick Marsh  
City Administrator

Date

*Patrick S. Marsh 5-29-15*

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

CITY OF MONONA

Patrick J. Marsh

Patrick Marsh, City Administrator

5-27-15.

Date

STRAND ASSOCIATES

By: Matthew S. Richards  
Matthew S. Richards  
(Name & Title)  
Corporate Secretary

5/8/15  
Date

H:\Monona\Contracts\Independent CONTRACTOR Agreement - Engineering services.doc

Hi Dan,

Listed below is an outline of the topics we discussed regarding the City hiring Strand for the 2017 Local Road Reconstruction design services.

**2017 Local Road Reconstruction** - Benefits of hiring Strand.

1. We propose combining the project with the Bridge Road Construction project. This would increase construction quantities which may lower unit prices, resulting in overall construction cost savings.
2. We propose combining the Library Lot and Well No. 2 Parking Improvements within the same project specifications. This is expected to reduce the specification development and bidding assistance design fees.
3. Only one project specification booklet could be required with two separate bids:
  - o Major projects (Bridge Road, Tonyawatha, Schultz, Dean, Progressive, McKenna).
  - o Minor projects (Library Lot, Well No. 2 Parking Improvements).
4. We anticipated savings on permitting fees and permit application assistance. For instances, only one DNR NOI permit, DNR sewer permit and DNR water permit may be required.
5. We expect reduced agency and utility coordination efforts by combining all projects.
6. We propose combining construction observation services for all projects, reducing the amount of field staff required compared to hiring different consultants. This is expected to also reduce the overall construction observation fees for the City in 2017.

Assuming we could combine the 2017 Local Road projects, Well No. 2 Parking Improvements, and Library Parking Lot to our current Bridge Road design project, we propose providing design and bidding services to the City for approximately \$265,000. To design and bid these projects separately would cost approximately \$295,000. (2017 Roads and Well No. 2 Parking Improvements - \$260,000 budgeted, Library lot - \$35,000 budgeted).

As I mentioned, we enjoy working with the City and appreciate this opportunity. We see the City as a partner and have really strived to develop a long lasting relationship with the community. We understand that by reducing your project costs through innovative design ideas and funding opportunities it gives the City the ability to stretch its limited budget. Listed below are ways we have looked out for the City's best interests in the past few years:

1. **Monona Drive Reconstruction** - Helped shape/revitalize the Monona Drive Corridor through an Award winning project. We also obtained a DOT HSIP grant (approximately \$790,500) for Phase I construction.
2. **Water Reservoir No. 2 Expansion (2013)** - Questioned the need for a Water Reservoir No. 2 expansion. Provided an updated water study showing the city had ample capacity. The budgeted expansion was not required saving the City approximately \$550,000. This savings allowed for other well and water improvements in the City where needed.
3. **Broadway Avenue Water Main (2014)** - Strand suggested an alternative design to the Broadway water main project by eliminating the need for two parallel water mains along Broadway Avenue and saved the City approximately \$400,000 to \$500,000 in construction dollars.
4. **Street lights along Broadway Avenue (2014)** - The City asked Strand to assist in replacing lights along Broadway Avenue because of light pole defects. We investigated the situation and

called the supplier realizing the pole may be under a lifetime warranty. The City worked with the manufacture and a majority of the poles were replaced at no material cost.

5. **2014 Storm water projects (2014-2015)** - Provided design and grant writing services to help fund approximate 80% of the 2014 storm water project construction.

	<b>Total Project Cost</b>	<b>\$622,403</b>	
	Yahara WINs Grant	\$10,000	
	DNR UNPS Grant	\$84,198	
	Dane County Urban Water Quality Grant	\$317,400	pending
	Dane County Bridge Aids Grant	\$90,000	pending
	Projected Grant Total	\$501,598	
	% of Total Project Cost	80.6%	

6. **Winnequah Park Dredging (2015-2016)** - During the 2014 Storm Water project, contaminated soils were found in the Winnequah Park lagoons. The DNR is now requiring the City to sample the entire site and potentially remove the contamination where present. Knowing the City has not budgeted for this work, the Strand team contacted the DNR looking for ways to fund the sampling and design services. A Lake Planning grant was submitted to cover 67% of the total project cost of \$37,000. We believe the City has a good chance in receiving the \$25,000 state match.

A couple of other items which we believe set us apart from other engineering firms include:

1. **Redevelopment No. 9 (2015)** - We were contacted by potential private developers to provide design services for the Redevelopment No. 9 area. We declined the work as we did not want to create a potential conflict of interest between the City and developers. We would rather continue to only work directly with the City!
2. **Overall Experience and Consistency** - Continually we have had consistent experienced project teams on all Monona projects. We not only have a vast resource of engineers in our Madison office but also have a very low turnover rate. The City of Monona has never had a member of a Strand team leave a project part way through design or construction.

We really appreciate the opportunity and will strive to continually provide the City with excellent service. If you need additional information for your Public Works Committee Meetings or Council please let me know.

Have a Happy New Year!

*Josh*

**Joshua Straka, P.E.**

Strand Associates, Inc. | 910 W. Wingra Drive, Madison, WI 53715

(608) 251-4843 Office | (608) 251-2129 Ext. 1127 Direct

[josh.straka@Strand.com](mailto:josh.straka@Strand.com) | [www.strand.com](http://www.strand.com)



**Resolution No. 16-2-2080  
Monona Common Council**

**APPROVING A CONTRACTOR AGREEMENT WITH ACCURATE APPRAISAL, LLC  
FOR ASSESSMENT AND REVALUATION SERVICES**

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

**WHEREAS**, at its meeting on February 1, 2016, the Common Council approved Resolution No. 16-1-2073 accepting a proposal from Accurate Appraisal, LLC for services related to the assessment of properties, which shall include services to conduct a walk thru inspection of 25% of the city for the next four years; and,

**WHEREAS**, Accurate Appraisal, LLC has reviewed and approved the attached Independent Contractor Agreement for Assessment and Revaluation Services.

**NOW, THEREFORE BE IT RESOLVED**, by the Common Council of the City of Monona, Dane County, Wisconsin, that the attached Independent Contractor Agreement for Assessment and Revaluation Services with Accurate Appraisal, LLC, 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: 2-15-16

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>16-2-2080</u>
		Ordinance Amendment No. _____

**Title:** Approving a Contractor Agreement with Accurate Appraisal, LLC

**Policy Analysis Statement:**

**Brief Description Of Proposal:**

Total cost of over 4 years: \$168,000 (\$42,000/year). This is a total savings of \$36,520 over 4 years.

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

**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:**

<b>Budget Amendment No.</b> _____				<b>No Budget Amendment Required</b> <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
				<b>Totals</b>				

**Prepared By:**

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

**Date** 1/14/16  
**Date:**



## INDEPENDENT CONTRACTOR AGREEMENT For Assessment and Revaluation Services

---

**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 referred to as either the “CONTRACTOR” or “Assessor”).

CONTRACTOR:	<u>Accurate Appraisal LLC</u>
ADDRESS:	<u>1428 Midway Road</u>
CITY/STATE/ZIP CODE:	<u>Menasha, WI 5495</u>
CONTRACTOR’S REPRESENTATIVE:	<u>Jim Danielson</u>

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:

CONTRACTOR shall perform all duties required by law of the city assessor, and as set forth in Exhibit B attached hereto, for the 2016, 2017, 2018, and 2019 assessment years.

The CITY tendered a Request for Proposals to the CONTRACTOR for the above work dated December 14, 2015 (hereinafter referred to as the “RFP”), to which the CONTRACTOR submitted a response (hereinafter referred to as the “Response”). The RFP and Response are incorporated herein by reference as though set forth in full. All work shall comply with all specifications and conditions set forth in the RFP, and the Response. In the event of any conflict between the provisions of this AGREEMENT, including Exhibit B, 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.

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

\$42,000.00 annually, to be paid as the work progresses pursuant to invoices submitted by the CONTRACTOR based on the amount of work performed relative to the total amount of work anticipated to be performed during year in question. The invoices shall describe the work performed to the date of invoice in detail sufficient to the CITY.

There will be NO additional compensation for the following:

1. For furnishing testimony in defense of the value established by the revaluation on appeals to the Department of Revenue or the courts .
2. For the correction of legal descriptions.
3. For additional real estate parcels due to annexations, omitted property, new plats, and land splits and for additional improvements due to annexations, omitted property, and new construction.
4. For annual maintenance fees associated with software used in these services.

5. For photographs taken as required by these services.
6. For office and supply expenses, such as postage, telephone, and office supplies.
7. For mailing notices of assessments to all properties.

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 CITY shall withhold the final 20% of compensation due to the CONTRACTOR as retainage until the work has been fully completed to the satisfaction of the CITY.

**3. TERM/TERMINATION.** The term of this AGREEMENT shall commence on the effective date and terminate upon completion of all work necessary for the 2019 assessment year. 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. If the amount of insurance set forth in the Response is greater than that set forth in Exhibit A, the amount stated in the Response shall apply.

**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.

SIGNATURE PAGE TO FOLLOW.

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

**CITY OF MONONA**

By: \_\_\_\_\_  
Robert Miller, Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Joan Andrusz, City Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO SUFFICIENCY OF FUNDS**

\_\_\_\_\_  
April Little, Comptroller

\_\_\_\_\_  
Date

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

By: \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Name & Title)

## **EXHIBIT A INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT B**  
**SCOPE OF SERVICES**

**ARTICLE I**  
**SCOPE OF WORK**

The Assessor, having become familiar with the local conditions affecting the cost of the work, and the Standard Specifications and Addenda for Revaluation of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes; shall perform everything required to be performed and to complete in a professional manner all of the work required to revalue the real and personal property of the City as of January 1, 2016 in accordance with applicable Wisconsin Statutes and this contract, and other documents constituting a part hereof.

**Section I**  
**Annual Maintenance Assessment Services**

Assessor will perform all of the work required to properly and professionally assess the real and personal property of the City in accordance with applicable Wisconsin State Statutes. The following inspection cycle shall be completed by Assessor annually, with tasks generally described as follows:

1. Parcel Identification. An accurate, full legal description, a copy of or a link to the County or City digital parcel maps with measurements of each land parcel and a digital sketch of all building improvements shall be contained in the existing property records. Digital parcel maps shall be made for all new records. In the event of a discrepancy, Assessor shall investigate and correct the record. Assessor shall have access to a computer system that allows for sortability by parcel number and personal property account and complies with Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year.
2. All properties with legal description changes and zoning changes shall be reviewed and inspected, if the City or assessor deem necessary, to ensure an accurate and fair assessment.
3. Requests for review by property owners, made after the close of the City Board of Review, and prior to signing the affidavit for the next assessment roll within the term of the contract, and shall be physically inspected during the current assessment cycle.
4. Assessor will physically inspect and assess all properties that were under partial construction as of January 1<sup>st</sup> of the previous year, that were annexed or had an exempt status change as of that date.
5. Assessor will mail out state approved forms to all holders of personal property in the City, audit the returned forms and place the new values in the assessment roll. Doomsday assessments will be made on any personal property account that has not sent in a return.
6. Assessor will physically inspect and account for all buildings moved, destroyed, significantly remodeled, or demolished.
7. Assessor will create new property record cards for all parcels created from parcel splits and new plats. All property record cards shall be updated as needed.
8. Assessor will stay informed about zoning changes, conditional use permits, and other City decisions that impact value. Assessor will also stay informed about court decisions, Wisconsin Department of Revenue advisories, and other governmental decisions that impact value.

9. Assessor will record assessment data, prepare appointment mailers, stuff envelopes and mail notices and schedule and reschedule appointments as necessary.
10. Record. Assessor shall use the appropriate record in the evaluation and collection of data for residential and commercial improvements. Assessor shall provide to the City, a complete set of electronic property records in a computer readable format compatible with the City's computer system. Assessor shall update the records within fourteen (14) days of final adjournment of the City Board of Review. Assessor shall update the records prior to the open book period and again to reflect any changes made at the City Board of Review. Assessor shall maintain and provide the personal property and real estate property records in the format prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year.
11. Assessment Roll and Reports. Assessor or Assessor's authorized representative shall be responsible for the proper completion of the assessment roll in accordance with Chapter 70 of the Wisconsin Statutes and the Wisconsin Property Assessment Manual, as amended each year. Roll transmittal and reception must be made and maintained in accordance with Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and follow any County or City prescribed business formats as provided under sec. 70.09(3)(c), Wis. Stats. Assessor or Assessor's authorized representative shall provide the final assessment figures for each property to the City, and the Roll shall be totaled to an exact balance. Assessor shall prepare and electronically submit the City Assessment Report (MAR), all Exempt Computer Reports (ECR) by the 2<sup>nd</sup> Monday in June filing deadline, and the Annual Assessment Report (AAR) 30 days after the close of the annual Board of Review to the Wisconsin Department of Revenue (DOR) via the prescribed electronic submittal format listed on the DOR website.
12. All office supplies, postage and other supplies necessary to perform the duties of the contract shall be provided by the Assessor.
13. Open Book Conference. Upon completion of Assessor's review of assessments and prior to completion of the assessment rolls, Assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values. Assessor shall send notice to each property owner using the notice form prescribed by the Wisconsin Department of Revenue, and include the time and place the open book conference(s) will be held. Mailing shall not be less than fifteen (15) days prior to the first day of the conferences. Assessor shall be present at the open book conference for a time sufficient to meet with the property owners or their agents and shall be present for at least two (2) hours. Assessor shall verify that statutorily required instructional materials are available at the open book conference. Assessor shall arrange and provide the personal property and real estate roll for prior viewing by the public as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year.
14. Board of Review. Assessor shall be present at the first meeting of the City Board of Review as prescribed under sec. 70.47(3)(ag), Wis. Stats. Assessor shall attend all hearings of the City Board of Review to explain and defend the assessed value and be prepared to testify under oath in regard to the values determined. Assessor or shall attend other meetings of the City Board of Review, only if specifically requested to do so by the City. In the event of appeal to the Wisconsin Department of Revenue or a Circuit Court, Assessor or Assessor's authorized representative shall be available upon request of the City to furnish testimony in defense of the values determined.
15. Assessor will be responsible for providing the Wisconsin Department of Revenue with final reports and TIF report per DOR regulations. The Assessor shall provide the City a draft copy of final reports and TIF reports to be reviewed prior to their submittal to the DOR.

16. Assessor will provide a local or toll-free phone number for City officials and residents to contact Assessor during regular business hours, Monday through Friday, and shall return calls within twenty-four (24) hours.
17. Assessor will also perform all other duties incidental to the normal duties of Assessor, and in accordance with the schedule in chapter 4 of the Wisconsin Property Assessment Manual.

## **Section II**

### **Data Update Services**

In addition to annual maintenance services, each year in 2016, 2017, 2018, and 2019, 25 percent of the City will be physically inspected (interior and exterior) and property record cards updated accordingly. By the final year (2019), each property will have been physically inspected at least one time. The Assessor, having familiarized himself/herself with the local conditions affecting the cost of the work to be done, and the Standard Specifications for the Revaluation of all Real and Personal Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin State Statutes, will provide a market update of all Real and Personal Property within the City, so that all such properties are up to **full taxable value** in accordance with all the applicable Wisconsin State Statutes.

1. Assessor shall maintain the inspection results in an electronic format and use a Computer Assisted Appraisal System as provided in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year.
2. For the valuation of personal property, the Assessor will follow the procedures outlined in Volume 1 of the Wisconsin Property Assessment Manual.
3. The Assessor will complete all revaluation work in a timely and professional manner in compliance with Wisconsin State Statutes and with Volume 1 of the Wisconsin Property Assessment Manual. The Assessor will complete a Market Update in line with current sales for all properties in the City.
4. The Assessor will reconcile existing property record card data with data maintained in the Assessor's mass appraisal software program.
5. The Assessor will review all recent property sales, perform an outside inspection to verify property attributes, and take digital color photographs of all current sales.
6. The Assessor will perform sales analysis to determine value trends and help to build a valuation model specifically for the City.
7. The Assessor will apply new valuation model to existing property record information to arrive at a new assessed value for all property in the City.
8. The Assessor will individually review each property to insure a fair and equitable assessment.
9. The Assessor will mail new notices of assessment along with a letter explanation to all property owners.
10. Prior to the Open Book hearing period, a time for public inspection of the proposed roll will be allowed. The Open Book period shall be scheduled to comply with appropriate Statutes and ensure notice to affected properties.
11. The Assessor will hold a sufficient number of "Open Book" meetings with taxpayers allowing enough time for those taxpayers wishing to ask questions or provide evidence supporting a different value.

12. The Board of Review for the revaluation period will be scheduled at the mutual convenience of the Assessor, Board of Review, and the City Clerk.
13. The Assessor will attend "Board of Review" to provide testimony supporting the assessment.
14. The Assessor will defend assessed values should a taxpayer challenge their assessment after the board of review at no additional cost to the City.

## **ARTICLE II GENERAL REQUIREMENTS**

- A. Conformance to Statutes. All work of Assessor shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue and the City.
- B. Qualifications and conduct of personnel. Assessor shall provide at Assessor's own expense any personnel necessary and shall comply with the following:
  1. All personnel providing services shall be currently certified in compliance with Wisconsin Statutes, and the administrative rules prescribed by the Wisconsin Department of Revenue.
  2. All employees, agents, or representatives of Assessor shall conduct themselves in a safe, sober, courteous and workmanlike manner while performing services for the City.
  3. Assessor shall review any complaint relative to the conduct of Assessor's employees and take appropriate corrective action. If the City deems the performance of any of Assessor's employees, agents, or representatives unsatisfactory, Assessor shall, for good cause, remove such employees, agents, or representatives from work upon written request by the City, such request stating reasons for removal.
  4. Assessor shall supply all of Assessor's field representatives with identification cards, including the name, company, telephone number and photograph of the employee.
- C. Record Access. Upon request by the City and at any time during this Agreement, Assessor or Assessor's authorized representative shall allow access and make available to the City the following items at no cost : (a) any property records, maps, and other schedules and forms created for the performance of assessment work for the City, (b) all records and material obtained from the City and not previously returned to include maps, plans, and Assessor's records, (c) material specifically obtained and/or used for performance of assessment work for the City, to include correspondence with property owners, sales data, and operating statements of income property, and (d) any exportable text files of the data created for the performance of assessment work for the City.

The City shall allow access and make available to Assessor or Assessor's authorized representative certain City records relevant to Assessor's duties under this Agreement including, but not limited to, previous assessment rolls and records, sewer and water layouts, permits, tax records, records of special assessments, plats, and any other maps currently in the possession of the City at no cost. The City shall maintain the personal property and real estate roll in a viewable format as prescribed in Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and adhere to any county or City business requirements as prescribed under sec. 70.09(3)(c), Wis. Stats.

1. Internet Access. Assessor shall display the assessment records on the City's website, or if already available, Assessor's free access website, at no additional charge.

D. Ownership of records.

1. Each contract year, within fourteen (14) days of the final adjournment of the Board of Review, Assessor shall transfer to the City any and all records prepared or maintained in accordance with the standards of Chapter 5 of the Wisconsin Property Assessment Manual, as amended each year, and any and all records prepared or maintained in connection with the assessments made for the City.
2. Assessor must provide all of the assessment data to the City Clerk within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.
3. Assessor must turn over all assessment records, paper and electronic, in Assessor's custody to the City within thirty (30) days of vacating the office of assessor or at the final adjournment of the Board of Review, whichever is later.
4. All assessment records are required to be stored in an electronic format. Maintaining electronic assessment data does not relieve Assessor from the responsibility of being able to provide the City with a paper copy of each property record upon request.
5. The City owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format. Assessor is responsible for extracting raw data in the public domain if contained in a copyrighted software database. Assessor shall not charge or transfer to the City any associated third-party vendor costs for the transfer of the electronically stored data to the City. Electronic data created in other systems must be maintained transferred and reside in the original format.

E. Status, change of ownership or operations.

1. Assessor is an independent contractor to the City, and that Assessor's business is independently owned and operated and that nothing in this Agreement shall be interpreted to cause or result in, directly or indirectly, any principal-agent or employer-employee relationship between Assessor and the City and that nothing in this Agreement shall in any way be construed as an agreement of partnership, general or limited, joint venture, or as an agency relationship whatsoever between Assessor and the City. Assessor shall not represent or advertise in any way that Assessor's relationship with the City is other than stated herein.
2. Assessor shall not assign, transfer, convey, or sub-contract all or any part of any rights or obligations under this Agreement without the prior written consent of the City, which consent shall be at the sole discretion of the City.
3. Assessor shall notify the City within five (5) days of any change in majority ownership or chief operating officer.