

AGENDA

CITY COUNCIL
MONONA PUBLIC LIBRARY MUNICIPAL ROOM
1000 NICHOLS ROAD
MONDAY, SEPTEMBER 19, 2016
7:30 P.M.

- A. Call to Order.
- B. Roll Call and Pledge of Allegiance.
- C. Approval of Minutes from September 6, 2016.
- D. Appearances.
- E. Public Hearing. (None)
- F. Consent Agenda. (None)
- G. Council Action Items.
 - 1. Unfinished Business.
 - a. Consideration of Ordinance 8-16-681 Permitting Dogs in Parks on an Interim Basis (Park & Recreation Board).
 - b. Consideration of Results and Recommendations from Emergency Services Dispatch Study (Police Chief and Fire Chief).
 - c. Consideration of Ordinance 9-16-682 Amending Chapter 2, Section 4 of the Code of Ordinances Regarding Committee Membership (City Administrator).
 - d. Consideration of Resolution 16-9-2117 Approving a Right of First Refusal Agreement with RealtyLink Development (City Planner and Economic Development Director).
 - 2. New Business.
 - a. Consideration of Resolution 16-9-2118 Approving an Intergovernmental Agreement Relating to a Shared Sanitary Sewer Serving the Industrial Drive Area in Madison and Monona (Public Works Committee).
 - b. Consideration of Ordinance 9-16-683 Amending Chapter 3, Section 5 of the Code of Ordinances Regarding Hotel-Motel Room Tax (City Administrator).
 - c. Consideration of Ordinance 9-16-684 Creating Chapter 2, Section 4-27 of the Code of Ordinances Establishing a Tourism Commission (City Administrator).
- H. Reports of Committees, Commissions, Boards, Mayor, City Administrator, City Attorney, and Department Managers.
 - 1. Strategic Plan Report from Director of Public Works.
 - 2. Agendas, Supporting Documents, and Minutes are Available on the Monona Web Page – www.mymonona.com.

I. Appointments.

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

- a. Kris Lehker
- b. Judy Runk

J. Adjournment.

NOTE: Upon reasonable notice, the City of Monona will accommodate the needs of disabled individuals through auxiliary aids or services. For additional information or to request this service, contact Joan Andrusz at (608) 222-2525 (not a TDD telephone number) Fax: (608) 222-9225 or through the City Police Department TDD telephone number 441-0399. The public is notified that any final action taken at a previous meeting may be reconsidered pursuant to the City of Monona ordinances. A suspension of the rules may allow for final action to be taken on an item of New Business. It is possible that members of and a possible quorum of members of other governmental bodies of the municipality may be in attendance at the above stated meeting to gather information or speak about a subject over which they have decision-making responsibility. Any governmental body at the above stated meeting will take no action other than the governmental body specifically referred to above in this notice. POSTED September 15, 2016 on the City Hall, Library, and Community Center bulletin boards and on the City of Monona's website mymonona.com.

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MONONA CITY COUNCIL MINUTES
September 6, 2016

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

Present: Council President Chad Speight, Alderpersons Brian Holmquist, Jim Busse, Doug Wood, Chad Speight, and Mary O'Connor

Excused: Alderperson Andrew Kitslaar

Also Present: City Administrator April Little, Recreation Director Jake Anderson, Fire Chief Scott Sullivan, Police Chief Walter Ostrenga, Detective Lieutenant Sara Deuman, and City Clerk Joan Andrusz

ROLL CALL AND PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

Alder O'Connor noted corrections on Page 4: Two references to Wisnet should be corrected to WiscNet.

A motion by Alder O'Connor, seconded by Alder Holmquist to approve the Minutes of the August 15, 2016 City Council meeting as amended, was carried.

Mayor Miller thanks Council President Speight for performing the duties of Council President in his absence.

APPEARANCES

There were no Appearances.

PUBLIC HEARING

There is no Public Hearing.

CONSENT AGENDA

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

1. Applications for 2016/2017 Operator Licenses:
 - a. Christopher J. Connors, Breakwater
 - b. Karla E. Hanson, Breakwater
 - c. Dennis A. Peterlin, Breakwater
 - d. Charrod L. Miller, East Side Club
 - e. Melissa M. Gordon, Joe's Fire Station
 - f. Alicia R. Hurtgen, Snick's Sportsman's Bar
 - g. Alisa A. Beasley, Speedway – Royal Avenue
 - h. Cassandra A. Davis, Speedway – Royal Avenue
 - i. Latiya T. Davis, Speedway – Royal Avenue
 - j. Helen R. Jones, Speedway – Royal Avenue
 - k. Shawn L. Kellum, Speedway – Royal Avenue
 - l. Rhonda M. Moore, Speedway – Royal Avenue

- m. Kyle E. Wood, Speedway – Royal Avenue
 - n. Lindsey O. Conklin, Village Lanes
 - o. Patrick R. Kellogg, Independent
2. Applications for 2016 Temporary Operator Licenses:
 - a. Kelley D. Van Egeren, Aldo Leopold Nature Center
 - b. Susan M. Carr, Monona Public Library
 3. Application for 2017 Temporary Operator License:
 - a. Susan M. Carr, Monona Public Library

UNFINISHED BUSINESS

Alder Speight reported the Parks & Recreation Board wanted action on dogs in parks during Mayor Miller's term. The Ordinance under consideration is a reasonable answer to the so far failed dog park effort and he hopes it will be adopted permanently. It will be effective as soon as signs are erected through 2017.

Alder Wood stated he supports dogs allowed in parks on leashes but the 50 foot restriction eliminates dog walkers from large areas. Those on some streets and sidewalks would be in violation. Specific examples at each park were provided and some areas overlap. People will violate the Ordinance because of so many restricted spaces. He suggests a 10 foot restriction would be adequate for dogs under control of their owner. Language should be added expressly allowing leashed dogs on streets, athletic fields when not in use, sidewalks, and pathways with a 10 foot restriction. There could be different restrictions for playgrounds.

Recreation Director Anderson stated no specified leash length and retractable leads is an issue. The Board's intent was handling multiple dogs interacting, park maintenance, etc., not restricting dogs from parks and fields when not in use. Alder Speight stated he wants simple, reasonable criterion and enforceable limits. Conflicting viewpoints resulted in this compromise but he would like to the Board to consider Alder Wood's suggestions. Alder Busse agrees.

Mayor Miller stated he is not clear on enforcement and doesn't like rules that aren't enforced. Alder Holmquist stated enforcement is complaint-driven; signs prohibiting dogs are up now. Alder O'Connor stated news would spread if someone was cited. Alder Speight stated the Ordinance will be somewhat self-enforcing. Mayor Miller stated he will be proposing an easier solution: a dog park. A motion by Alder Speight, seconded by Alder O'Connor to approve Ordinance 8-16-681 Permitting Dogs in Parks on an Interim Basis was withdrawn.

A motion by Alder Wood, seconded by Alder Speight to table Ordinance 8-16-681 Permitting Dogs in Parks on an Interim Basis until the next meeting, was carried.

NEW BUSINESS

City Administrator Little reported the expected signed documents pertaining to Resolution 16-9-2117 Approving a First Right of Refusal Agreement from the City of Monona to RealtyLink Investments, LLC were not provided in time for meeting packet inclusion. The parcel in question is near Kohl's Department Store on West Broadway at South Towne Mall. Ownership is not clear. The agreement would guarantee them a return on any work they may do. Mayor Miller is interested if it keeps South Towne viable. Kohl's originally didn't want the land but this developer does. No action was taken.

A motion by Alder Busse, seconded by Alder Wood to suspend the rules and take action on Resolution 16-9-2114 Approving a Capital Budget Amendment for the Upgrade of the Fire Department Communications System, was carried.

Fire Chief Sullivan reported a control station and a port on Fitchburg's gateway that converts an analog radio signal to digital will allow the Department's radios to be on the DaneCom system when it finally goes live on November 1. The Department's analog channel works better than Dane County's digital in the Monona area and for building penetration. He wants to use Dane County dispatch because the City's gets too busy. Mutual aid providers would be able to talk on the Department's channel. Mayor Miller stated this equipment would be desired no matter the outcome of the work group study of the City's dispatch department.

A motion by Alder Busse, seconded by Alder Holmquist to approve Resolution 16-9-2114 Approving a Capital Budget Amendment for the Upgrade of the Fire Department Communications System, was carried.

A motion by Alder Busse, seconded by Alder O'Connor to suspend the rules and take action on Resolution 16-9-2115 Purchase Approval of Fire Department Communication System Upgrade to Incorporate Frequency on the DaneCom System, was carried.

Fire Chief Sullivan stated this allows the purchase of the equipment in the previous budget amendment.

A motion by Alder Busse, seconded by Alder Holmquist to approve Resolution 16-9-2115 Purchase Approval of Fire Department Communication System Upgrade to Incorporate Frequency on the DaneCom System, was carried.

A motion by Alder Busse, seconded by Alder Speight to suspend the rules and take action on Resolution 16-9-2116 Approving a Memorandum of Understanding with the City of Fitchburg for the Use of Unused Ports on Fitchburg's Gateway to the DaneCom System, was carried.

Alder Wood stated this is not a request to use the port but the City would pay maintenance and conversion costs. The actual gateway is \$8,200 plus purchase and installation costs. This is not reflected in the Memorandum of Understanding.

A motion by Alder Busse, seconded by Alder O'Connor to approve Resolution 16-9-2116 Approving a Memorandum of Understanding with the City of Fitchburg for the Use of Unused Ports on Fitchburg's Gateway to the DaneCom System, was carried.

Mayor Miller began discussion of the Results and Recommendations from Emergency Services Dispatch Study, thanking the Work Group for their efforts and for providing their study materials. Tonight's focus will be on Recommendation #2 as that is the option of the four reviewed that the Group prefers in terms of expense and service deliverability. City Administrator Little reported the Group looked at improvement of dispatch services for the Fire, Police, and EMS Departments. 911 calls on landlines are dispatched by Monona; cell phone calls are dispatched by Dane County and are then transferred to Monona. Police are totally dispatched by Monona. The Group's recommendation is to move Fire to Dane County Dispatch and look at landline 911 as equipment needs to be replaced.

Detective Lieutenant Deuman reviewed the cell phone call report. The majority are business line non-emergency calls. This is encouraged as it provides quicker service for local businesses. Actual 911 calls are a very small portion of total calls. 95% of calls are for Police, much fewer for EMS and Fire.

Police Chief Ostrenga stated the current CAD will be maintained but won't be improved. Fire Chief Sullivan stated moving Fire calls to Dane County won't cost anything. Monona is the only community in Dane County that is not dispatched by Dane County. Cell phone calls are switched back and between channels and information may be missed. This simplifies the process as both channels are monitored. Monona Dispatchers will still have the City channel so storm work can be done directly. The drawback is personnel won't be familiar with voices and tones of voices, which does convey the severity of the call.

Fire Chief Sullivan stated response time may be quicker because more cell phones calls are received. The City Dispatcher can still page the Fire Department out if needed. They are all on one channel. The change will free up City Dispatchers for all the other Police work they do. Police Chief Ostrenga reported 1% of calls were for Fire. If Dispatch is busy, there may not be an immediate response, but the change will improve this.

Police Chief Ostrenga stated Sun Prairie has moved 911 calls to Dane County, but they haven't had total success. Officers can't talk to the caller or Dispatcher. There is only CAD data to read which has to be entered by a call taker and sent quickly to the appropriate dispatch center to be done before the next call comes in. Detective Lieutenant Deuman stated that without a live caller the Officers can't be updated as situations change or more information is received. Cost is the only reason a community wouldn't want to maintain its own 911 system. Dane County wants only 911 calls and won't transfer certain types of calls. City Administrator Little stated Dane County is unable to accommodate local community preferences in what is a higher priority call because they handle so many calls.

Alder Busse stated \$150,000 could be saved in equipment upgrade costs if the City asked Dane County to send every cell and landline call. Detective Lieutenant Deuman stated Dane County is not doing that in Sun Prairie. Fire Chief Sullivan stated he is open to look into that in the future but not all concerns were answered. Police Chief Ostrenga stated Dane County is doing that for some communities but says they will only send Monona CAD. Middleton is waiting and watching, following a recommendation to wait a year at least.

Alder Wood stated the Group's Sun Prairie visit showed they don't want the City to change to Dane County because of the issues they were having. Police and Fire received different data and went to different addresses. One incident that goes wrong would cover the \$150,000 cost. Familiarity with the community is an important factor. Alder O'Connor stated she initially thought the cost savings was a good reason to change but the benefits outweigh the cost. Verona is not happy with Dane County. Mayor Miller stated the DaneCom experiences shows caution should be used. Alder Wood stated sending all calls to Dane County provides a good cost savings but the County would ask for a levy exchange. There would be no after-hours personnel in City Hall so residents wouldn't be able to get an actual person for a non-emergency call or visit. Dane County has a phone tree for non-emergency calls.

Alder Holmquist asked whether other communities would like Monona to provide their 911 service. Police Chief Ostrenga stated McFarland does but doesn't want to pay and wants its own dispatch center. Mayor Miller stated the personal service available to citizens is invaluable and includes checking on people and noise complaints. Non-emergency calls, which are the bulk of the calls, would not be answered.

City Administrator Little provided information on Ordinance 9-16-682 Amending Chapter 2, Section 4 of the Code of Ordinances Regarding Committee Membership. During the recodification process Department Heads recommended review of numbers of members because of quorum problems with larger memberships. Alders agree that many times not enough members attend. Alder Speight suggested alternate members who can fill in and be trained at the same time so they're ready to become full members as vacancies occur. Mayor Miller suggested the Ordinance can state alternates are allowed but he wants them vetted. City Administrator Little stated the Board of Review and the Board of Appeals are

quasi-judicial and need alternates in cases of conflicts of interest. Section 2-4-25 (b) (2) should be corrected to eight (8) citizen members.

City Administrator Little began Discussion of Recodification Section Recommendations. A limitation on the time a pop-up soft-sided structure can be up was added so they can't be allowed permanently. Mayor Miller suggested this should have further review. Milton is dealing with shipping container houses so the City may want to be proactive on those. City Administrator Little reported firewood storage is clarified, abatement procedures are more streamlined, and the section on abandoned vehicles won't be revised. References to "Village" will be changed to "City".

Police Chief Ostrenga reviewed changes. The citation section was cleaned up and citation issuance was added to the Code Enforcement Officer. "Minor" is now "juvenile" and "calls" are now "cases". The section on smoking will be repealed as it is now in the statutes. A dog is considered "at large" if it is off the owner's premises, not under control by a leash, or not within a vehicle or other enclosure.

Fire Chief Sullivan reviewed changes which he will send to members; he didn't have them in time for meeting packet inclusion. The ambulance chapter was recently revised so has no changes. "Volunteer" was removed from the Fire Department section and the agency name. Fire prevention now matches state law and NFPA standards. A penalty will now be charged for three false alarms in twelve months.

REPORTS

Fire Chief Sullivan provided a Strategic Plan Report. Fire apparatus has been ordered and some has been received. Regular inspections are being performed at multi-family and commercial buildings. DaneCom is set to be operational November 1. A vehicle replacement schedule is in place; the goal is to reduce the fleet by one squad. New priorities include using the scheduling program to provide forms and polices for staff access. The new Public Safety building has been taken off the budget but he will continue to request it. The bays are too small for backing up vehicles. The most recent radio purchase was in 2009 with a FEMA grant. Dane Eklof is the expert on staff. Defibrillators are used on almost every call. It transfers blood pressure and vitals directly to the hospital heart lab. EKGs can be read and seen. Mayor Miller wants it to be a priority to continue partnering with other communities on expensive large equipment where it makes sense. Fire Chief Sullivan reported a "group buy" doesn't always work because of varying needs such as rural versus urban vehicle set-up.

Police Chief Ostrenga provided a Strategic Plan Report. There is a schedule for annual vehicle replacement. Construction updates are complete on security glass, metal door, kitchen, interview rooms, and ammunition storage. Video storage is upgraded and scheduling is done online. Items in progress include a communications study and DaneCom. CIS will update and fine tune policies and procedures; this will be partially funded by CVMIC. Two new bicycles have been purchased. Pedestrian and bicycle issues are being researched by Project Coordinator Brad Bruun. There are no openings currently for recruitment of minority Officers; a paid intern may be considered. A major problem is that other cities pay for training. MATC provides training but they are also having recruitment issues. Police Chief Ostrenga reported a new Public Safety building is needed. The City Hall building is worn out and the upgrades are only cosmetic. The Bray Study proves this need and he'd like the Study discussed by the Council. Body cameras will be received in October; Mayor Miller called Panasonic to get compatible equipment.

Mayor Miller stated he wants this equipment and appreciates the Department's efforts. The new building project needs its own work group to study the current building issues. It will be a multi-year effort. Alder Speight reported Police Chief Ostrenga was on a WORT radio show and did Monona proud. Police Chief Ostrenga reported it is hosted by retired Lieutenant Frank Fenton and focuses on statutes concerning the Police & Fire Commission.

City Clerk Andrusz reports Absentee voting will be available in City Hall October 3 through November 4, Monday through Friday excluding holidays, from 8:00 a.m. to 5:00 p.m.

Mayor Miller reported on the following:

- Capital Budget work and meeting planning is underway. Members were asked if they preferred one or two nights of review. Lighter budgets could be combined with a Council meeting for one of the nights with larger budgets on the second night. They should be held by the end of September. He is looking at a two-year budget to have it ready for the new Mayor. Members agree two nights separate from a Council meeting is preferred.
- The City's equalized value has increased by 5%; Madison and the state only increased 3%. Epic coming off TIF gave Verona a 17% increase.
- He spoke at a Mayor's conference two weeks ago and will share the information he received.
- Swimming pool revenues are great this year. Many people told him management and hours were a plus. He received a document with 100 signatures expressing thanks for Recreation programs.
- The UniverCity Year kick-off is September 14 at Aldo Leopold Nature Center. It was noted that the program was given funding in the state budget. Wally Jankowski will provide, pro bono, metrics to measure outcomes.

APPOINTMENTS

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

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

- a. Marty Beck
- b. Wendy Beck
- c. Deb Seeliger
- d. Kisiah Johnson
- e. Cherie Goetz
- f. Veronica Willsey
- g. Kathy McNally
- h. Angela Davis
- i. Barb Minor
- j. Dan Minor
- k. Susan Fox
- l. Jane Rouleau

ADJOURNMENT

A motion by Alder Busse, seconded by Alder Wood to adjourn, was carried. (10:09 p.m.)

Joan Andrusz
City Clerk

Proposed Amendments to the Dogs in Park Ordinance

These are amendments to the proposed that I respectfully request the Parks Board to consider. New language is underlined and language removed is shown with a strikethrough.

SUMMARY OF PROPOSED AMENDMENTS: The proposal would make the following changes to the currently proposed amendment:

1. Decrease the restricted zone from fifty feet to ten feet generally and twenty feet for picnic shelters and playground structures. Limits the Park Director's authority to temporary prohibitions.
(Parks Board Recommendation: 20' of all facilities including Gazebos, and adding Indian Mounds)
(When Non-Fenced Athletic Fields are not in use, dogs allowed on soccer/baseball/softball fields)
No Dogs allowed inside tennis courts or fenced athletic fields at anytime

As explained in more detail in my prepared comments that I used at the September 6 city council meeting, the fifty-foot restriction would make large areas of city parks off limits for dog walking. In addition, I don't understand the purpose of a fifty-foot restriction or what problems justify that restriction given that the dogs would be leashed.

2. Adds gazebos to the list park-related structures where the ten-foot restriction would apply.

It wasn't clear to me whether gazebos would be covered by the terms public park building or picnic shelters.

3. Expressly permits leashed canines on public sidewalks, public pathways and public streets.
(Parks Board Recommendation: Accept this amendment, intent was to allow dogs on all park paths, sidewalks.

Under the current proposal dog walkers wouldn't be allowed on substantial sections of the Nichols Road and Healy Lane sidewalks and the pathway extending from Nichols Road to Greenway.

4. Expressly permits leashed canines to be on athletic fields when they are not in use (but prohibits canines to be on the Ahuska Park baseball field and Haukereid Field whether in use or not).
(See Above comments regarding allowing leashed dogs on athletic fields when not in use.
Tennis Courts, and fenced in athletic fields would be not allowed for dogs

I think this change may have been the Park Board's original intent, but it wasn't written that way. Excluding dogs from athletic fields or courts when not in use would very significantly reduce the area where dog walking would be allowed. Combined with the restrictions related to park shelters, dog walking would be prohibited in nearly all of Winnequah Park east of the lagoon.

5. Allows dogs at public or private events at the discretion of the event sponsor with appropriate signage.
Parks Board Recommendation: Accept amendment with also allowing groups to not allow dogs at their events...ie Farmer's Market, Monona Festival, etc if they so choose)
6. Removes the sunset provision because the Park Board can always recommend changes to the city council if problems arise.
Parks Board Recommendation: Accept removing the sunset provision (4-2 vote)
7. Removes the requirement to display rabies and registration tags. This provision is redundant because the ordinances already require such display.
Parks Board Recommendation: Accept amendment
8. Requires the city to install appropriate signage to notify the public of the restrictions.

Parks Board Recommendation: Accept amendment with understanding that additional funding of up to \$2,000 would be needed for signs and installation.

Proposed Text

Section 2. Notwithstanding the provisions of section 12-1-1(b)(17) of the Code of Ordinances, canine pets shall be permitted in all City parks during times such parks are open to the public on the following conditions:

- a. No canine shall be within ~~fifty~~ ten feet of any public park building, ~~picnic shelter~~, athletic field/court when in use, ~~playground structure~~ gazebo or delineated beach; and at such other locations temporarily posted by order of the Park and Recreation Director, or their designee.

- ~~e. All canines shall display on their collar current rabies and registration tags.~~
- e. No canine shall be within twenty feet of any picnic shelter or playground structure.
- f. No canine shall be permitted within fenced park facilities, including the Ahuska Park baseball field and the Haukereid Field and other such facilities as may be established in the future.
- g. Notwithstanding any other provision of this ordinance, canines are permitted on any public sidewalk, public pathway, or public street notwithstanding their proximity to any public park building, picnic shelter, athletic field or court whether in use or not, playground structure, gazebo or delineated beach, unless temporarily posted by order of the Park and Recreation Director or their designee.
- h. Notwithstanding any other provision of this ordinance, canines may be allowed at public or private events at the discretion of the event sponsor. The event sponsor shall post appropriate signage indicating whether canines are permitted or not.
- i. The City shall post appropriate signage notifying the public of areas where canines are not permitted.

Section 5. This ordinance shall take effect upon passage and publication as provided by law ~~and sunset at midnight on January 1, 2018~~, unless otherwise directed by the Common Council.

Drafted by Doug Wood on September 7, 2016

**Ordinance No. 9-16-682
Monona Common Council**

**AN ORDINANCE AMENDING CHAPTER 2, SECTION 4 OF THE CODE OF
ORDINANCES RELATED TO COMMITTEE MEMBERSHIP**

WHEREAS, it is the intent of the City of Monona Common Council to have its boards, committees and commissions function as efficiently and effectively as possible; and,

WHEREAS, the needs and missions of such bodies may change over time, requiring membership changes; and,

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

SECTION 1. Section 2-4-8 (a) of the Code of Ordinances is hereby amended to read as follows:

Sec. 2-4-8 Landmarks Commission.

- (a) **Composition.** The Commission shall consist of **seven (7)** citizens, one (1) of whom may be a Council member, all of whom may vote. The Mayor and City Administrator or their designees shall be ex-officio non-voting members of the Commission.

SECTION 2. Sections 2-4-25 (a) and 2-4-25 (b)(2) of the Code of Ordinances are hereby amended to read as follows:

Sec. 2-4-25 (a) Committee on Sustainability

- (a) **Composition.** The Committee on Sustainability shall consist of two (2) Council members and **eight (8)** citizen members. The Mayor and City Administrator or their designees shall be ex-officio non-voting members of the Committee.
- (b) **Appointments.**
(2) Citizen Members. The **eight (8)** citizen members of the Committee shall be appointed by the Mayor, subject to confirmation by the Council. The terms of the citizen members shall be three (3) years beginning May 1st and shall be staggered so that not more than three (3) such appointments are made annually.

SECTION 3. This ordinance shall take effect upon passage and publication as provided by law.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE COMMON COUNCIL

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance and Personnel Committee – 8/1/16
Approved As To Form By: William S. Cole, City Attorney - 8/24/16

Council Action:

Date Introduced: 9-6-16
Date Approved: _____
Date Disapproved: _____

REDLINE VERSION.

NOTE TO CODIFIERS: Change May 1 appointment date to third Tuesday in April (reorganization meeting) during recodification.

Sec. 2-4-8 Landmarks Commission.

- (a) **Composition.** The Commission shall consist of ~~five (5)~~ seven (7) citizens, one (1) of whom may be a Council member, all of whom may vote. The Mayor and City Administrator or their designees shall be ex-officio non-voting members of the Commission.
- (b) **Appointment; Term of Office.**
 - (1) **Council Member.** If the Mayor chooses to appoint a Council member, the Mayor shall appoint the Council member for a one (1) year term commencing May 1. The appointment of the Council member shall be subject to confirmation by the Council.
 - (2) **Citizen Members.** The Commission members shall be appointed by the Mayor, subject to confirmation by the Council. The terms shall be three (3) years beginning May 1 and shall be staggered so that not more than two (2) such regular appointments are made annually.
- (c) **Functions and Powers.** The Commission shall review all potential landmark sites which:
 - City of Monona Code of Ordinances 50 (1) Exemplify or reflect the broad cultural, political, economic or social history of the nation, state or community.
 - (2) Are identified with historic personages or with important events in national, state or local history.

Sec. 2-4-25 Committee on Sustainability

(This section added per Ordinance 8-10-616, adopted September 20, 2010.)

- (a) **Composition.** The Committee on Sustainability shall consist of two (2) Council members and ~~ten (10)~~ eight (8) citizen members. The Mayor and City Administrator or their designees shall be ex-officio non-voting members of the Committee.
- (b) **Appointments.**
 - (1) **Council Members.** The Council members of the Committee shall be appointed by the Mayor, subject to confirmation by the Council. The Council members shall serve for a one (1) year term commencing May 1 of each year, or until their successors are appointed and confirmed by the Council. One (1) of the Council members shall be designated by the Mayor to serve as Chairperson of the Committee.
 - (2) **Citizen Members.** The ~~ten (10)~~ eight (8) citizen members of the Committee shall be appointed by the Mayor, subject to confirmation by the Council. The terms of the citizen members shall be three (3) years beginning May 1st and shall be staggered so that not more than three (3) such appointments are made annually.
- (c) **Duties and Responsibilities.** The Committee shall have the following duties and responsibilities which shall be advisory except as otherwise provided:
 - (1) To review and recommend to the Council policies and programs relating to sustainability.
 - (2) To review and recommend to the Finance Committee all budgetary, revenue and expenditure proposals relating to such policies and programs.
 - (3) To perform such duties and have such responsibilities as the Council shall from time to time, by ordinance, resolution, or by law, direct.

**Resolution No. 16-9-2117
Monona Common Council**

**APPROVING A RIGHT OF FIRST REFUSAL AGREEMENT WITH REALTYLINK
DEVELOPMENT**

WHEREAS, RealtyLink Investments, LLC, a South Carolina limited liability corporation, has expressed an interest in purchasing and developing approximately 0.68 acres of land at the intersection of the northeast corner of Highway 18 and W Broadway Avenue, Monona, WI 53713, as more particularly shown in Exhibit A attached hereto; and,

WHEREAS, RealtyLink acknowledges it has been informed by Monona that the property is believed to be abandoned public right of way and, as such, other governmental entities may possess rights or interests therein, and that court action may be necessary to vacate any right of way interests prior to sale to RealtyLink; and,

WHEREAS, the boundaries, size, and legal status of the property must be specifically determined; and,

WHEREAS, RealtyLink desires to complete this additional research before determining whether to purchase the property and requests a right of first refusal on the land in the event that the City receives a written offer to purchase from a third party.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Monona, Dane County, Wisconsin, hereby agrees to enter into a Right of First Refusal agreement with RealtyLink under the terms detailed in Exhibit A attached hereto.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Council Action:

Date Introduced: 9-19-16

Date Approved: _____

Date Disapproved: _____

RIGHT OF FIRST REFUSAL
From the City of Monona to RealtyLink Investments, LLC

For the sum of One Hundred dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Monona, a Wisconsin municipal corporation, (hereinafter referred to as "Monona") hereby grants to RealtyLink Investments, LLC, a South Carolina limited liability corporation, (hereinafter referred to as "RealtyLink") a Right of First Refusal for the following property (hereinafter referred to as "the Property"):

Approximately 0.68 acres at the intersection of the northeast corner of Highway 18 and W Broadway Avenue, Monona, WI 53713, as more particularly shown in Exhibit A attached hereto. Property acreage will be determined through Survey.

In the event Monona receives a written Offer to Purchase the Property, or any portion thereof, from a third party which Monona intends to accept, it shall provide written notice thereof to RealtyLink, together with a copy of the third party Offer to Purchase, and RealtyLink shall have thirty (30) days after receipt of such third party Offer to Purchase to provide written notice to Monona that it intends to exercise this Right of First Refusal. If RealtyLink exercises its Right of First Refusal, then RealtyLink shall acquire the Property, or portion thereof, on identical terms and conditions as are contained within the third party Offer to Purchase. If RealtyLink notifies Monona that RealtyLink does not elect to exercise this Right of First Refusal, or RealtyLink fails to notify Monona of its election within the aforementioned thirty (30) day time period, then RealtyLink shall be deemed to have waived this Right of First Refusal, and Monona shall be free to sell the Property to the party making the third party Offer to Purchase, on the terms and conditions stated therein. Should there be any change to said terms and conditions, then Monona shall again offer the Property to RealtyLink in accordance with foregoing terms and conditions. Upon waiver by RealtyLink of its rights to acquire the Property herein, or upon the failure of RealtyLink to respond to a third party Offer to Purchase, and the closing of said third party Offer to Purchase, this Right of First Refusal shall be null and void as to the Property or that portion of the Property thereof. Nothing herein shall prevent RealtyLink from making an offer to purchase on all or a portion of the Property from Monona at anytime under this Right of First Refusal; however, Monona may accept or reject the offer from RealtyLink in Monona's sole discretion.

In the event RealtyLink exercises this Right of First Refusal, it shall be credited at closing the above \$100 fee against the purchase price.

Unless exercised earlier pursuant to the above, this Right of First Refusal shall terminate on December 31, 2017. This Right of First Refusal, or a memorandum of such right, may be recorded with the Register of Deeds by either party.

RealtyLink acknowledges it has been informed by Monona that the Property is believed to be abandoned public right of way and, as such, other governmental entities may possess rights or interests therein, and that court action may be necessary to vacate any right of way interests prior to sale to RealtyLink. Additionally, the boundaries of the Property must be specifically determined by survey. Monona makes no representations as to the size, location, or legal status of the Property. One of the purposes of this Right of First Refusal is to allow RealtyLink, at RealtyLink's option, to (i) market the property to potential tenants, (ii) obtain a current appraisal on the Property to determine the fair market value of the Property in evaluating a fair purchase price, and (iii) to perform investigations on the Property, to include, but not be limited to the legal status of the Property, review of title to the Property by ordering of a title examination, confirming the boundaries of the Property by obtaining a current survey, and conduct any other noninvasive due diligence it believes necessary. Monona will reasonably cooperate with RealtyLink in doing so and hereby grants RealtyLink a nonexclusive license to enter upon the Property for

the purpose of performing the noninvasive investigations. RealtyLink shall provide to Monona the results of its investigations in this regard and copies of all documentation thereof.

The parties agree, that RealtyLink, its agents, representatives and contractors, shall enter the Property at their own risk and acknowledge that Monona has not and will not take any steps to secure the Property or any conditions thereon and RealtyLink will so advise any person entering the Property on its behalf. RealtyLink waives and releases any claims by and behalf of itself, its agents, representatives and contractors regarding any injury sustained while on the Property. RealtyLink hereby agrees to indemnify, defend and hold harmless Monona, and its affiliated and related entities, and their respective directors, officers, shareholders, employees, representatives and agents, from and against any and all judgments, claims, expenses, causes of actions, damages, liability (including reasonable attorneys' fees and costs) for personal injury or property damage caused by RealtyLink inspections on the Property.

Any notices or other communication given under this Right of First Refusal will be in writing and will be deemed to have been given when deposited in the United States mail, certified or registered, postage prepaid, or when delivered by Federal Express or similar overnight delivery service, addressed as follows:

Monona: (ADD INFORMATION HERE)

RealtyLink: RealtyLink Midwest, LLC
W61N306 Washington Avenue, Suite 202
Cedarburg, WI 53012
Attention: Andrew J. Dettro.
Fax: 262-618-2198

with a copy to: RealtyLink Investments, LLC
550 S. Main Street, Suite 300
Greenville, South Carolina 29601
Attention: Maude Davis
Fax: (864) 232-0160

This Right of First Refusal may be signed in counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument.

Each individual executing this Right of First Refusal on behalf of RealtyLink and Monona, as the case may be, represents and warrants to the other party that he or she is duly authorized to so execute and deliver this Right of First Refusal.

IN WITNESS WHEREOF, this Right of First Refusal is granted as of the last date of signature below.

CITY OF MONONA

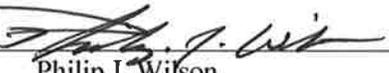
By: _____
Robert Miller, Mayor

Date

By: _____
Joan Andrusz, City Clerk

Date

REALTYLINK INVESTMENTS, LLC

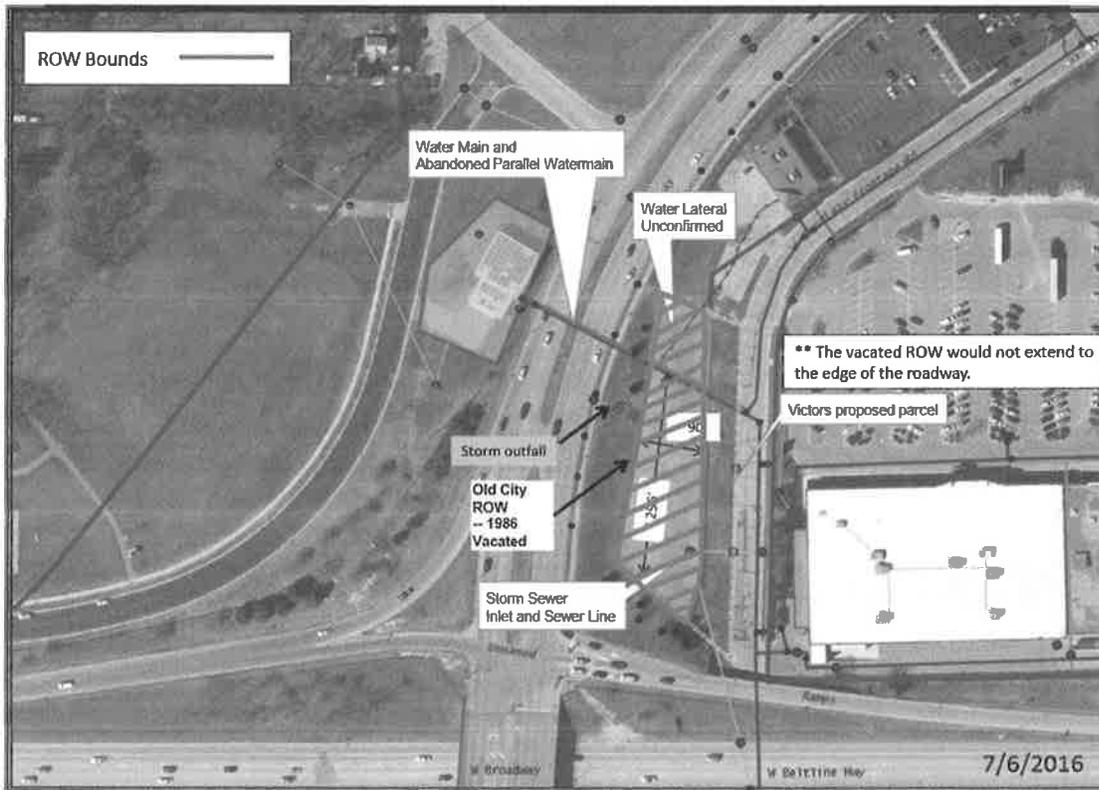
By:  _____
Name: Philip J. Wilson
Title: Member/Manager



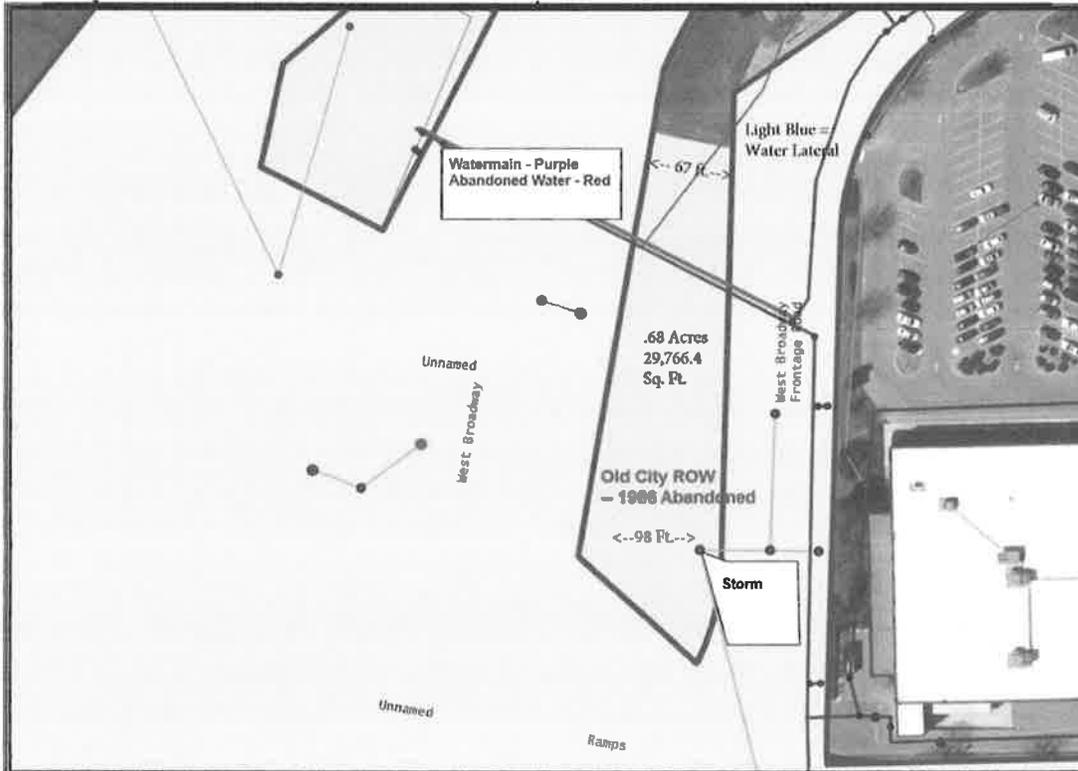
Date

Exhibit A
Subject Parcel

Outlined in Green:



Additional Parcel Information:



**Resolution No. 16-9-2118
Monona Common Council**

**APPROVING AN INTERGOVERNMENTAL AGREEMENT RELATING TO A
SHARED SANITARY SEWER SERVING THE INDUSTRIAL DRIVE AREA IN
MADISON AND MONONA**

WHEREAS, section 66.0301, Wisconsin Statutes, authorizes Madison, Monona and Madison Metropolitan Sewer District (MMSD) to contract for the joint exercise of their powers and duties, and sharing of expenses arising therefrom; and,

WHEREAS, MMSD alerted Madison and Monona to an existing shared sewer that is in poor condition and in need of repair, with said sewer serving both Madison and Monona from a point on Industrial Drive to the MMSD sewer Interceptor approximately 1,375 feet to the South; and,

WHEREAS, neither Madison nor Monona were assuming ownership of the Facilities or maintaining it; and,

WHEREAS, regardless of ownership or original responsibility, it is clear that both Madison and Monona are reliant on the Facilities to serve properties in their respective municipalities; and,

WHEREAS, given that the Facilities are shared by two separate municipal customers of MMSD, it is logical that MMSD become the responsible owner of the Facilities; and,

WHEREAS, MMSD is agreeable to accepting ownership and future maintenance of the Facilities provided the Facilities are repaired to a “like new” condition by Madison and Monona, prior to transfer to MMSD; and,

WHEREAS, the Public Works Director has included \$227,500 in the 2017 Capital Budget to repair the Facilities to a “like new” position.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Monona, Dane County, Wisconsin, that the attached intergovernmental agreement to transfer ownership to Madison Metropolitan Sewer District of the sanitary sewer main serving the Industrial Drive area is hereby approved.

Adopted this _____ day of _____, 2016.

BY ORDER OF THE CITY COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Council Action:

Date Introduced: 9-19-16

Date Approved: _____

Date Disapproved: _____

PUBLIC WORKS, WATER & SEWER UTILITIES

	TOTAL	GO BONDS	TIF	OTHER REVENUE	SEWER BONDS	STORM WATER BONDS	WATER BONDS
2017 PROJECTS							
Local Road Reconstruction Project	\$ 1,115,000	\$ 440,000	\$ -	\$ -	\$ 223,000	\$ 114,000	\$ 338,000
Annual Street Repair Program	300,000	300,000	-	-	-	-	-
Winnequah Park PCB Engineering	37,500	-	-	25,000	-	12,500	-
City Hall Parking Lot Redesign & Reconstruction	275,000	275,000	-	-	-	-	-
Annual Sidewalk & Curb Improvements Program	8,000	8,000	-	-	-	-	-
Right of Way Tree Replacement Program	15,000	15,000	-	-	-	-	-
Rapid Flash Beacon Lofty Crosswalk	15,000	15,000	-	-	-	-	-
Engineering, Generators For City Hall, Well 3 and DPW Gara	25,000	12,500	-	-	-	-	12,500
Fire Hydrant Replacement Program, YR 2	50,000	-	-	-	-	-	50,000
Telemetry & SCADA Updates	21,700	-	-	-	-	-	21,700
Well Replacement Door	10,000	-	-	-	-	-	10,000
Industrial Drive Easement Sewer Rehab With Madison	227,500	-	-	-	227,500	-	-
Annual Sewer System Repair	25,000	-	-	-	25,000	-	-
Storm Basin Study & Eng. Maywood & Stone Bridge Park	25,000	-	-	-	-	25,000	-
Annual Storm Sewer Repair Program	30,000	-	-	-	-	30,000	-
Total	\$ 2,179,700	\$ 1,065,500	\$ -	\$ 25,000	\$ 475,500	\$ 181,500	\$ 432,200
2018 PROJECTS							
Bridge Maintenance and Repair	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Atwood Reconstruction- Madison	200,000	200,000	-	-	-	-	-
Annual Street Repair Program	250,000	250,000	-	-	-	-	-
Broadway Street Light Pole Replacement	180,000	-	180,000	-	-	-	-
Broadway Median Landscaping Plan	90,000	-	90,000	-	-	-	-
Street Tree Survey Update	20,000	20,000	-	-	-	-	-
Annual Sidewalk & Curb Improvements Program	8,000	8,000	-	-	-	-	-
Right of Way Tree Replacement Program	15,000	15,000	-	-	-	-	-
Winnequah Park PCB Engineering	37,500	-	-	25,000	-	12,500	-
2018 Street Reconstruction Project	2,104,000	902,000	-	-	367,000	181,000	654,000
Bridge Road Reconstruction Project	1,500,000	1,055,000	-	-	-	110,000	335,000
Bridge Road Reconstruction Project Engineering	72,000	50,000	-	-	-	6,000	16,000
Bridge Road Utility Undergrounding	500,000	-	500,000	-	-	-	-
Engineering: Water Tower Driveway, Fence, Safety Rail	25,000	25,000	-	-	-	-	-
Purchase & Install Generators For City Hall and Well 3	400,000	150,000	-	-	-	-	250,000
Fire Hydrant Replacement Program, YR 3	50,000	-	-	-	-	-	50,000
Water Meter Software Upgrade	50,000	-	-	-	-	-	50,000
Telemetry & SCADA Updates(Storm & Sewer)	30,000	-	-	-	15,000	15,000	-
Annual Sewer System Repair	25,000	-	-	-	25,000	-	-
Sanitary Sewer I/I Study Phase 1	25,000	-	-	-	25,000	-	-
Storm Basin Final Plans and Construction	450,000	-	-	-	-	450,000	-
Annual Storm Sewer Repair Program	30,000	-	-	-	-	30,000	-
Total	\$ 6,161,500	\$ 2,775,000	\$ 770,000	\$ 25,000	\$ 432,000	\$ 804,500	\$ 1,355,000

**INTERGOVERNMENTAL AGREEMENT RELATING TO A SHARED SANITARY
SEWER SERVING THE INDUSTRIAL DRIVE AREA IN MADISON & MONONA**
Between the City of Madison, the City of Monona and the Madison Metropolitan Sewerage
District

THIS AGREEMENT, entered into by and between the City of Madison, a municipal corporation (hereinafter referred to as “Madison”); the City of Monona, a municipal corporation (hereinafter referred to as “Monona”); and the Madison Metropolitan Sewerage District, a metropolitan sewerage district (hereinafter referred to as “MMSD”) is effective as of the date by which the three parties have signed hereunder.

WITNESSETH:

WHEREAS, section 66.0301, Wisconsin Statutes, authorizes Madison, Monona and MMSD (the “Parties”) to contract for the joint exercise of their powers and duties, and sharing of expenses arising therefrom; and,

WHEREAS, MMSD alerted Madison and Monona to an existing shared sewer that is in poor condition and in need of repair, with said sewer serving both Madison and Monona from a point on Industrial Drive to the MMSD sewer Interceptor approximately 1,375 feet to the South as depicted on Exhibit 1 (the “Facilities”); and,

WHEREAS, neither Madison nor Monona were assuming ownership of the Facilities or maintaining it; and,

WHEREAS, regardless of ownership or original responsibility, it is clear that both Madison and Monona are reliant on the Facilities to serve properties in their respective municipalities; and,

WHEREAS, given that the Facilities are shared by 2 separate municipal customers of MMSD, it is logical that MMSD become the responsible owner of the Facilities; and,

WHEREAS, MMSD is agreeable to accepting ownership and future maintenance of the Facilities provided the Facilities are repaired to a “like new” condition by Madison and Monona, prior to transfer to MMSD; and,

WHEREAS, Madison and Monona are agreeable to the repair of the Facilities with costs apportioned as described in this agreement, with no cost apportioned to MMSD.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this “Intergovernmental Agreement Relating to a Shared Sanitary Sewer serving the Industrial Drive Area in Madison and Monona” (the “Agreement”) is to set forth the conditions upon which Madison and Monona will

- agree to share in the repair cost of the Facilities define the conditions upon which MMSD will accept ownership of the Facilities once the repair work has been completed to the satisfaction of MMSD, with Madison acting as the lead entity for the repair project, working closely with Monona and MMSD, and then billing of proportionate costs to Monona.
2. Past, Present and Future Use of the Facilities. Monona has used the Facilities since approximately 1958. Madison began using the sewer in approximately 1989. Based on past, present and future use of this sewer, the benefit apportionment is approximately 70% Monona and 30% Madison.
 3. Ownership. The Parties acknowledge that both Madison and Monona shall quit claim any and all ownership rights associated with the Facilities, including easements, to MMSD upon successful completion of the sewer repair work. MMSD agrees to accept ownership of the Facilities once the repair work has been completed to their satisfaction as set forth in Section 5 below.
 4. Facilities Repair. Madison shall assume the lead for design, permitting and contracting the needed repair work for the Facilities. Madison shall bid the work as a Public Works Project in accordance with Madison practices. Madison shall provide an opportunity for Monona and MMSD to provide input into the design and construction documents. MMSD may also elect to participate in the construction meetings and / or inspection.
 5. Acceptance of Repairs by MMSD. Following Madison's completion of construction of the repair work, Madison shall notify MMSD and provide MMSD with all relevant data regarding the repairs and the Facilities, including the plans and specifications. MMSD shall have thirty (30) days to inspect the improvements to ensure that all applicable standards have been met in the construction thereof. Upon inspection and confirmation that the repairs were made according to the plans and specifications of the project, the Chief Engineer shall accept the improvements on behalf of MMSD, at which point MMSD shall assume full ownership and all liability associated with operation of these facilities.
 6. Apportionment of Repair Costs and Billing. Madison shall finance the work and bill Monona their share based upon benefit apportionment set forth in Section 2 above. All work invoiced and billed by Madison shall be documented and billed on a quarterly basis. Monona shall have thirty (30) days to make payment to Madison. Monona shall budget for their portion of the costs in 2017 and Madison shall do no billings in 2016 if work is able to start that soon. Monona shall pay 70% of the total project costs which shall include the following: construction costs; engineering, design or related professional costs; survey and inspection costs, and any other miscellaneous costs related to the project. Total project costs are estimated to be **\$325,000** with the Monona share estimated at **\$227,500** and the Madison share estimated at **\$97,500**. These amounts cannot be exceeded without written, mutual consent of Madison and Monona.

7. Service Connections and Sewer Billing. It is understood and agreed that Monona and Madison will retain as sewer customers all properties within their respective jurisdiction, that drain to the Facilities, with the following 2 exceptions: 1) The Madison property located at 2800 / 2811 Industrial Drive in Madison, shall remain a customer of Monona; 2) The Monona properties at 2800 / 2850 Royal Avenue shall remain a customer of Madison. MMSD shall configure their monitoring and measurement of sewerage flow to allocate billing volume for sewerage to the appropriate Municipality.
8. Liability. Each Party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Agreement or the completion of the Project. In situations involving joint liability, each Party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either Party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. §893.80 or any other protections available to the Parties by law or by insurance coverage, and both Parties hereby preserve any and all said rights to the full extent of the law. This paragraph shall survive the termination or expiration of this Agreement.
9. Nondiscrimination. In the performance of the services under this Agreement, the Parties agree not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Parties further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
10. Notice. Any notice or offer or demand required to be sent hereunder shall be sent by United States mail at the Parties' respective addresses set forth below. Each notice shall be deemed to have been received on the date of postmark, if sent by certified mail, postage prepaid, addressed to:

<u>Name</u>	<u>Address</u>
City of Madison	City Engineer 210 MLK Jr. Blvd., Room 115 Madison, WI 53703
City of Monona	Director of Public Works 5211 Schluter Road Monona, WI 53716

Madison Metropolitan
Sewerage District

Chief Engineer & Director
1610 Moorland Rd.
Madison, WI 53713

11. 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 this Agreement reviewed by, and to obtain the advice of, its own legal counsel with respect hereto. Nothing in this Agreement shall be construed more strictly for or against, any Party because that Party's attorney drafted this Agreement or any part hereof.
12. Law. This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Wisconsin.
13. Miscellaneous.
 - a. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same Agreement.
 - b. All addenda and exhibits attached to this Agreement shall be considered part of this Agreement and the terms and conditions in such addenda and exhibits shall be binding upon all parties.
 - c. This Agreement is intended to benefit the parties hereto and their respective officials and shall not be construed to create any right or benefit on behalf of any person, firm, corporation or other entity not a party hereto.
 - d. Each person executing this Agreement represents and warrants that he or she is duly authorized to so act and execute this Agreement as represented below.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

FOR THE CITY OF MONONA

Robert Miller, Mayor

Date

Joan Andrusz, City Clerk

Date

FOR MADISON METROPOLITAN SEWERAGE DISTRICT

D. Michael Mucha, Chief Engineer & Director

Date

Angela James, Commissioner / Secretary

Date

FOR THE CITY OF MADISON

Paul Soglin, Mayor

Date

Maribeth Witzel-Behl, City Clerk

Date

Countersigned:

Approved as to form:

David P. Schmiedicke, Finance Director

Date

Michael P. May, City Attorney

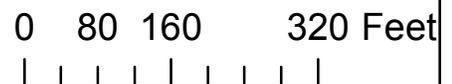
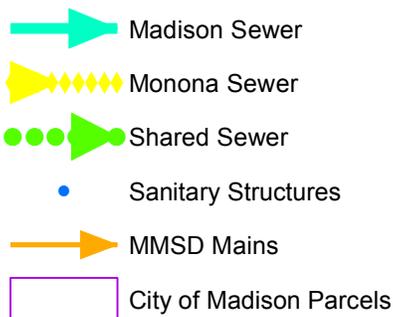
Date

Execution of this Agreement by the City of Madison is authorized by Resolution Enactment No. RES-16-_____,
ID No. _____, adopted by the Common Council of the City of Madison on _____.



Exhibit 1:

Shared Sanitary Sewer
Serving the Industrial
Drive Area in
Madison and Monona



Ordinance No. 9-16-683
Monona Common Council

**AN ORDINANCE AMENDING CHAPTER 3, SECTION 5 OF THE
CODE OF ORDINANCES REGARDING HOTEL-MOTEL TAX**

WHEREAS, the City of Monona collects Room Tax revenue pursuant to section 66.0615, Wis. Stats.; and,

WHEREAS, it is the intent of the City of Monona Common Council to coordinate tourism promotion and tourism; and,

WHEREAS, 2015 Wisconsin Act 55 adopted changes to the Room Tax laws, for which the City of Monona's Code of Ordinances must be changed accordingly;

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

SECTION 1. Section 3-5 of the Code of Ordinances [*recodification section #chapter 63*] is hereby amended to read as follows:

Hotel-Motel Room Tax
[Adopted as Title 3, Ch. 5, of the 1994 Code]

§ 3-5-1. Definitions.

In this Chapter, the following definitions shall apply:

BED AND BREAKFAST ESTABLISHMENT. Any place of temporary lodging that provides four (4) or fewer rooms for rent, which is open for rental more than ten (10) nights in a twelve (12) month period, is the owner's personal residence and is occupied by the owner at the time of rental, and in which the only meal served is breakfast.

GROSS RECEIPTS. Total revenue received from the retail furnishing of rooms, lodging, or similar accommodations by a hotel or motel as defined herein.

HOTEL OR MOTEL. A building or group of buildings in which the public may obtain accommodations for a consideration, including, without limitation, such establishments as inns, motels, tourist homes, tourist houses or courts, bed and breakfast establishments, lodging houses, rooming houses, summer camps, apartment hotels, resort lodges and cabins and any other building or group of buildings in which accommodations are available to the public, except accommodations rented for a continuous period of more than one (1) month and accommodations furnished by any hospital, sanitariums or nursing homes or by corporations or associations organized and operated exclusively for religious, charitable or educational purposes provided that no part of the net earnings of such corporations and associations inures to the benefit of any private shareholder or individual.

TRANSIENT. Any person residing for a continuous period of less than one (1) month in a hotel, motel or other furnished accommodations available to the public.

§ 3-5-2. Imposition of tax.

Pursuant to Sec. 66.0615, Wis. Stats., a tax is hereby imposed on the privilege and service of furnishing, at retail, of rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing

accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations. Such tax shall be at the rate of eight percent (8%) of the gross receipts from such retail furnishing of rooms or lodgings. Such tax shall not be subject to the selective sales tax imposed by Sec. 77.52(2)(a)1, Wis. Stats.

§ 3-5-3. Collection of tax.

- A. Administration by City Treasurer. This tax shall be administered by the City Treasurer who shall, at City expense, provide the necessary application and reporting forms at no cost to the taxpayer.
- B. Reporting Periods. The tax imposed for the months of January, February and March, and for each calendar quarter thereafter is due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the City Treasurer, by those furnishing at retail such rooms and lodging, on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the City Treasurer deems necessary. Every person required to file such quarterly return shall, with his first return, elect to file an annual calendar year or fiscal year return. Such annual return shall be filed within ninety (90) days of the close of each such calendar or fiscal year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain certain such additional information as the City Treasurer requires. Such annual returns shall be made on forms as prescribed by the City Treasurer. All such returns shall be signed by the person required to file a return or duly authorized agent, but need not be verified by oath. The City Treasurer may, for good cause, extend the time for filing any return, but in no event longer than one (1) month from the filing date.
- C. Sale or Conveyance of Business. If any person liable for any amount of tax under this Chapter sells out his business or stock of goods or quits the business, his successors or assigns shall withhold sufficient portion of the purchase price to cover such amount until the former owner produces a receipt from the City Treasurer that it has been paid or a certificate stating that no amount is due. If a person subject to the tax imposed by this Chapter fails to withhold such amount of tax from the purchase price as required, he shall become personally liable for payment of the amount required to be withheld by him to the extent of the price of the accommodations valued in money.
- D. Determination of Tax by Audit.
 - (1) The City Treasurer may, by office audit, determine the tax required to be paid to the City or the refund due to any person under this Chapter. This determination may be made upon the basis of the facts contained in the return being audited or on the basis of any other information within the City Treasurer's possession. One or more such office audit determination may be made of the amount due for anyone or for more than one period.
 - (2) The City Treasurer may, by field audit, determine the tax required to be paid to the City or the refund due to any person under this Chapter. The determination may be made upon the basis of the facts contained in the return being audited or upon any other information within the City Treasurer's possession. The City Treasurer is authorized to examine and inspect the books, record, memoranda, and property of any person in order to verify the tax liability of that person or of another person. Nothing herein shall prevent the City Treasurer from making a determination of tax at any time.
- E. Failure to File Return. If any person fails to file a return as required by this Chapter, the City Treasurer shall make an estimate of the amount of the gross receipts under Subsections (b) and (c). Such estimate shall be made for the period for which such person failed to make a return and shall be based upon any information which is in the City Treasurer's possession or may come into the Treasurer's possession. On the basis of this estimate, the City Treasurer shall compute and determine the amount required to be paid to the City, adding to the sum thus arrived at a penalty

equal to ten percent (10%) thereof. One or more such determinations may be made for one or more than one period.

- F. Interest on Unpaid Taxes. All unpaid taxes under this Chapter shall bear interest at the rate of eighteen percent (18%) per year from the due date of the return until the first day of the month following the month in which the tax is paid or deposited with the City Treasurer. An extension of time within which to file a return shall not operate to extend the due date of the return for purposes of interest computations. If the City Treasurer determines that any overpayment of tax has been made intentionally or by reason of carelessness or neglect, or if the tax which was overpaid was not accompanied by a complete return, he shall not allow any interest thereon.
- G. Delinquent Returns; Late Fee; Penalty.
- (1) Delinquent tax returns shall be subject to a late filing fee, as prescribed in the Fee, Forfeiture and Deposit Schedule. The tax imposed by this Chapter shall become delinquent if not paid:
 - (a) In the case of a timely filed return, within thirty (30) days after the due date of the return, or within thirty (30) days after the expiration of an extension period if one is granted.
 - (b) In the case of no return filed or a return filed late, by the due date of the return.
 - (2) If no return is filed, or a return is filed late, or an incorrect return is filed, the entire tax finally determined shall be subject to a penalty of twenty-five percent (25%) of the tax, exclusive of interest or other penalties. If a person fails to file a return when due or files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this Chapter, a penalty of fifty percent (50%) of the tax shall be added to the tax required to be paid, exclusive of interest and other penalties.

§ 3-5-4. Records to be maintained.

Every person liable for the tax imposed by this Section shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the City Treasurer and this Chapter shall require. Such records shall be retained and made available for a period of five (5) years from the due date of a filing period.

§ 3-5-5. Confidentiality maintained.

- A. All tax returns, schedules, exhibits, writings or audit reports relating to such returns on file with the City Treasurer are deemed to be confidential, except the City Treasurer may divulge their contents to the following and no others:
- (1) The person who filed the return.
 - (2) Officers, agents or employees of the Federal Internal Revenue Service or the State Department of Revenue.
 - (3) Officers, employees or agents of the City Auditors.
 - (4) Such other public officials of the City of Monona when deemed necessary.
- B. No person having an administrative duty under this Section shall make known in any manner the business affairs, operations or information obtained by an investigation of records of any person on whom a tax is imposed by this Section or the amount or source of income, profits, losses,

expenditures or any particulars thereof, set forth or disclosed in any return, or to permit any return or copy thereof to be seen or examined by any person, except as provided above.

§ 3-5-6. Distribution of Room Tax Collected.

Upon receipt of the room taxes, the City shall retain for any public purpose determined by the Common Council the greater of either 30% or the maximum amount provided in section 66.0615(1m)(dm), Wis. Stats., and distribute the remainder to the Tourism Commission for tourism promotion and tourism development as defined in section 66.0615(1)(fm), Wis. Stats.

§ 3-5-7. Tracking and Reporting of Room Tax Expenditures.

The Tourism Commission shall account for, and maintain records of, the room tax revenue expenditures. The Tourism Commission shall provide a written report to the City Treasurer no less than annually, in a form and manner determined by the City Treasurer, of all expenditures of at least the minimum as set by 66.0615(4) and the impact of such expenditures on generating paid overnight stays within the City.

§ 3-5-8. Penalties.

Any person who is subject to the tax imposed by this Chapter who violates any provision of this Chapter, shall be subject to a forfeiture pursuant to § 1-4 . Each day, or portion thereof, that such violation continues is hereby deemed to constitute a separate offense.

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

Adopted this _____ day of _____, 2016.

BY ORDER OF THE COMMON COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance and Personnel Committee – //16
Approved As To Form By: William S. Cole, City Attorney - 7/22/16

Council Action:

Date Introduced: 9-19-16

Date Approved: _____

Date Disapproved: _____

ROOM TAX FREQUENTLY ASKED QUESTIONS

Under the room tax law, does a tourism commission have any discretion with regard to spending room tax revenue the municipality has forwarded to it for tourism promotion and tourism development or must the commission forward all of the room tax dollars it receives to a tourism entity or other organization performing the functions of a tourism entity?

While the room tax law is confusingly written and recent changes have not added clarity, a tourism commission has some discretion on how to spend the room tax revenue it receives from the city for tourism promotion and tourism development.

Under the room tax law municipalities have always had the option of creating a tourism commission to oversee the spending of room taxes collected by the municipality. The state budget 2015 Act 55, requires municipalities, beginning January 1, 2017, to forward the 70 percent of room tax revenue required to be spent on tourism promotion and tourism development to a tourism entity or a tourism commission. Under prior law, municipalities had the option of forwarding room tax revenues to tourism entities or tourism commissions, but were not required to do so.

The four provisions in the room tax law relevant to your question are set out below:

Sec. 66.0615(1m)(b)1. provides that "If a single municipality imposes a room tax under par. (a), the municipality may create a commission under par. (c). The commission shall contract with another organization to perform the functions of a tourism entity if no tourism entity exists in that municipality."

Sec. 66.0615(1m)(d)3. states that "A commission shall use the room tax revenue that it receives from a municipality for tourism promotion and tourism development in the zone or in the municipality."

Sec. 66.0615(1)(fm) defines "tourism promotion and tourism development" to mean: "any of the following that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment on which a tax under sub. (1m) (a) may be imposed, that are owned by different persons and located within a municipality in which a tax under this section is in effect; or, if the municipality has only one such establishment, reasonably likely to generate paid overnight stays in that establishment:

1. Marketing projects, including advertising media buys, creation and distribution of printed or electronic promotional tourist materials, or efforts to recruit conventions, sporting events, or motorcoach groups.
2. Transient tourist informational services.

3. Tangible municipal development, including a convention center."

Sec. 66.0615(1m)(f) provides that "the commission may not use any of the room tax revenue to construct or develop a lodging facility."

When read together these provisions state that a commission must use room tax revenue for tourism promotion and tourism development and must contract with a tourism entity or, if none exists, another organization to market the community to tourists and travelers. A commission may spend room tax revenue on marketing, tourist information services, and "tangible municipal development" that is used by transient tourists and is reasonably likely to generate paid overnight stays at lodging establishments in the community. A commission is expressly prohibited from using room tax revenue to construct a lodging facility.

The room tax law is silent as to whether the commission must forward all or any room tax revenue to the tourism entity or other organization that the commission contracts with for destination marketing services. Indeed, the provisions quoted above indicate that the commission has some choices. The commission may choose to spend room tax revenue on tangible municipal development, including a convention center, but not a lodging facility.

While a tourism commission must contract with a tourism entity or other organization to market the community to tourists, it need not forward all or any of the room tax revenue it receives from the municipality to such establishments. A tourism commission has the option of using some or all of the room tax revenue it receives on "tangible municipal development" to be used by tourists and reasonably likely to generate paid overnight stays in local lodging establishments.

Under the room tax law, does a tourism commission have the ability to contract with a municipal agency, such as an economic development, community development, or tourism department, for tourism marketing services in the absence of a tourism entity within the community?

Yes, a tourism commission may contract with a municipal agency such as an economic development, community development, or tourism department for tourism marketing services in the absence of a tourism entity within the community. A tourism commission has discretion regarding what organization to contract with for tourism marketing services in the absence of a tourism entity.

ROOM TAX FREQUENTLY ASKED QUESTIONS (CONTINUED)

The room tax law states that a commission must use room tax revenue for tourism promotion and tourism development and must contract with a tourism entity or, if none exists, another "organization" to market the community to tourists and other travelers. The room tax law does not define the word "organization." Merriam-Webster's dictionary defines "organization" as "a company, business, club, etc., that is formed for a particular purpose."

An organization could be almost any public or private entity that is created for a particular purpose. If one of the goals or functions of a municipal department is marketing and promoting the community to tourists and recruiting conventions, conferences and other events, then a tourism commission may contract with such a municipal agency for tourism marketing services in the absence of a tourism entity.

Under the room tax law, must a tourism commission contract with an existing tourism entity exclusively for tourism marketing services or may it also contract with other organizations for tourism marketing services?

A tourism commission may contract with other organizations for tourism marketing services in addition to a tourism entity located within the community. Nothing in the room tax law prohibits a tourism commission from contracting with other organizations in addition to the local tourism entity for tourism marketing services.

The room tax law requires that a tourism commission use room tax revenue for tourism promotion and tourism development and contract with a tourism entity or, if none exists, another organization to market the community to tourists and other travelers. It seems fairly clear that if a tourism entity exists within the community the commission must contract with it for tourism marketing services. However, nothing in the room tax law suggests that a commission must exclusively contract with the existing tourism entity for tourism marketing services. A tourism commission's sole purposes is to use room tax revenues for tourism promotion and tourism development. If the commission believes that goal is best accomplished by working with other organizations in addition to the existing tourism entity for promoting the community to tourists, nothing in state law precludes it from making that decision.



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Local Room Tax

(sec. 66.0615, Wis. Stats.)

Wisconsin Department of

Revenue

2015 Wisconsin Act 55

Within the 2015-2017 budget (2015 Wisconsin Act 55), the state modified sec. 66.0615, Wis. Stats.

Summary of Changes

- "Tourism promotion and development" is replaced with "tourism promotion and tourism development"
- Effective with taxes collected and expenditures made on January 1, 2017:
 - » A municipality must forward to a tourism entity or commission, any room tax revenue exceeding the amount the municipality may retain. This room tax revenue must be spent on tourism promotion and tourism development. It cannot be spent directly by the municipality.
 - » A municipality that collected room tax on May 13, 1994 and retained more than 30% for purposes other than tourism promotion and development, may continue to retain the greater of either 30% of its current year room tax revenues, **or**:

For Fiscal Year	Room Tax Amount Retained in Fiscal Year
FY2017	FY2014
FY2018	FY2013
FY2019	FY2012
FY2020	FY2011
FY2021 and forward	FY2010

- A tourism entity's governing body must include at least one owner or operator of a lodging facility that collects room tax and is located within the municipality

Definitions

- **Tourism Entity** – a nonprofit organization that came into existence before January 1, 1992, spends at least 51% of its revenues on tourism promotion and tourism development, and provides destination marketing staff and services for the tourism industry in a municipality. **Exception:** If no such organization exists in a municipality on January 1, 2016, a municipality may contract with such an organization if one is created in the municipality.

✳ **Commission** – an entity created by one municipality (or by two or more municipalities in a zone) to coordinate tourism promotion and tourism development for the zone

- **Tourism Promotion and Tourism Development** – any of the items listed below that are significantly used by transient tourists and reasonably likely to generate paid overnight stays at more than one establishment where a tax may be imposed, that are owned by different persons and located within the municipality where a tax is in effect. **Note:** If the municipality has only one such establishment, it must be reasonably likely to generate paid overnight stays in that establishment.

✳ **Tourism promotion and tourism development includes:**

- » Marketing projects, including: advertising media buys; creation and distribution of printed or electronic promotional tourist materials; or efforts to recruit conventions, sporting events, or motor coach groups
- » Transient tourist informational services
- » Tangible municipal development, including a convention center

New Reporting Requirements in 2017

Starting in 2017, every municipality that imposes room tax must file an annual report with the Wisconsin Department of Revenue (DOR). The form reporting 2016 activity is due May 1, 2017.

The following information from the previous year (2016) must be reported:

- Amount of room tax collected
- Room tax rate imposed
- Detailed accounting of:
 - » Amounts forwarded to a tourism entity or commission
 - » Expenditures of \$1,000 or more made by the tourism entity or commission
- For each tourism entity or commission that received room tax revenues in the previous year, a list of the commission's or tourism entity's governing body members, and the name of the business entity each member owns, operates, or is employed by (if any)
- For 2017 only, if a municipality collected room tax on May 13, 1994, the municipality must also attach:
 - » The room tax ordinance that was in effect on May 13, 1994
 - » A copy of the municipality's financial statement that was completed nearest to May 13, 1994 showing the percentage of room tax revenues the municipality retained for purposes other than tourism promotion and development

Common Questions

1. What is local room tax?

A municipality (town, village, or city) may impose room tax on the privilege of furnishing at retail (except sales for resale), rooms or lodging to transients by hotelkeepers, motel operators and other persons furnishing accommodations that are available to the public. The tax may not exceed 8%, unless exempt under sec. 66.0615(1m)(am), Wis. Stats.

2. How does a municipality submit its annual room tax report?

DOR will provide an electronic form with instructions including how to complete and submit the annual room tax report.

3. Will annual room tax reports be available to the public?

Yes. Annual room tax reports will be available on the DOR website.

4. What does a municipality do if it cannot provide the room tax ordinance in effect on May 13, 1994?

The municipality should still complete and submit the annual room tax report. The municipality should still attach the financial statement that was completed nearest in time to May 13, 1994, which shows the percentage of room tax revenues retained by the municipality for purposes other than tourism promotion and development.

5. The annual room tax report requires a municipality to detail expenditures made by a tourism commission or tourism entity of \$1,000 or more. How should "Payroll" expenditures be recorded in the annual room tax report?

On the DOR e-file form, a municipality will be allowed to report 'Payroll' as one expenditure.

6. What happens if a municipality does not file the required annual room tax report?

If a municipality does not file the required annual report, DOR may impose a penalty of up to \$3,000.

Ordinance No. 9-16-684
Monona Common Council

**AN ORDINANCE CREATING CHAPTER 2, SECTION 4-27 OF THE CODE OF
ORDINANCES ESTABLISHING A TOURISM COMMISSION**

WHEREAS, the City of Monona collects Room Tax revenue pursuant to section 66.0615, Wis. Stats.; and,

WHEREAS, it is the intent of the City of Monona Common Council to coordinate tourism promotion and tourism; and,

WHEREAS, 2015 Wisconsin Act 55 requires municipalities, beginning January 1, 2017, to forward a portion of room tax revenue to a Tourism Commission for this function; and,

WHEREAS, the City of Monona currently does not have a Tourism Commission.

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

SECTION 1. Section 2-4-27 of the Code of Ordinances is hereby created to read as follows:

Sec. 2-4-27 [recodification section #18-19] Tourism Commission.

- A. **Composition.** The Tourism Commission shall consist of five members, **one of whom may be a Council member**, and one of whom shall represent the Wisconsin hotel and motel industry. Members shall be as appointed under Section B. The Mayor and City Administrator or their designees shall be ex-officio non-voting members of the Commission.
- B. **Appointment; term of office.**
- (1) Members of the Commission shall be appointed by the Mayor, and shall be confirmed by a majority vote of the members of the Common Council who are present when the vote is taken.
 - (2) Commissioners shall serve for one-year terms beginning the third Tuesday in April, and may be reappointed.
 - (3) The Commission shall meet regularly, and, from among its members, it shall elect a chairperson, vice chairperson and secretary.
- C. **Functions and powers.**
- (1) The Commission shall coordinate tourism promotion and tourism development for the City as set forth in section 66.0615, Wis. Stats.
 - (2) The Commission shall monitor the collection of room taxes in the City, receive room tax revenue from the City and use it for tourism promotion and tourism development in the City. The Commission shall not use any of the room tax revenue to construct or develop a lodging facility.

- (3) The Commission shall review and recommend ordinances, expenditures of room taxes, and policies relating to the promotion of tourism in Monona to visitors and tourism development.
- (4) The Commission shall report annually to the City Treasurer the purposes and amounts for which room taxes revenues were spent.
- (5) The Commission shall report any room tax delinquencies or inaccurate reporting to the municipality.
- (6) The Commission shall contract with a qualified organization under 66.0615, Wis. Stats., to perform the functions of a tourism entity.

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

Adopted this _____ day of _____, 2016.

BY ORDER OF THE COMMON COUNCIL
CITY OF MONONA, WISCONSIN

Robert E. Miller
Mayor

ATTEST:

Joan Andrusz
City Clerk

Approval Recommended By: Finance and Personnel Committee – //16
Approved As To Form By: William S. Cole, City Attorney - 7/27/16

Council Action:

Date Introduced: 9-19-16

Date Approved: _____

Date Disapproved: _____

MONONA STRATEGIC PLAN UPDATE – 2016

DEPARTMENT: Public Works		STAFF: Dan Stephany
SECTION	STRATEGY / TACTIC ACCOMPLISHED:	
1E	1. Streamline Permitting Process – Right of way permits have been modified and are now available on the City’s website. Everything can be done electronically.	
SECTION	IN PROGRESS:	DEADLINE
2A	1. Develop More Aggressive Street Maintenance Plan – Based on Budget Constraints	Street maintenance review occurs annually each fall to determine maintenance needs for the following year. Ongoing.
2A	2. Street Repair Gap – Investigate Gap to Learn What the True Issue is.	Ongoing. Repairs are based on funding and needed maintenance.
4E	3. Continue to Prioritize/Fund Storm Water Treatment	We have had projects annually. Engineering planned for Reach 64 in 2017, and construction in 2018. Review for storm water projects is completed annually.
4E	4. Educate Residents/Business Regarding Good Storm Water Practice	Ongoing – Website updates, newsletter articles, MAMSWAP and Clean Lakes Alliance education contribution.
4E	5. Improve Water Quality by Promoting Resident/Business Involvement	Ongoing, Cross connection surveys during water meter replacement, and newsletter and website articles.
6FG	6. Develop Efficient Schedule for Brush Pick-Up	Four scheduled collections each spring, summer and fall.
6FG	7. Replace/Increase Public Trees	Street trees review is ongoing. Trees that are removed are replaced with a new tree if there is adequate ground space and canopy space. Trees are considered for clear terrace areas.
6FG	8. Storm Water Plan	Ongoing – Storm Water Management Plan finalized in 2015.
6FG	9. Well House Improvements	Major project completed in 2015. Well 2 reservoir overflow is tentatively scheduled for DNR required modification in 2017. Review and upgrades will occur as needed.
6H	10. Implement Vehicle Replacement Schedule	Ongoing – Our points rating system is based on the APWA model. Vehicles and equipment are replaced based on the score of the rating system.
SECTION	NEW PRIORITIES 2017 - 2019	DEADLINE
	1. ????	