*** All present are expected to conduct themselves in accordance with our City's Core Values ***

# OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Common Council of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

| | |
|---|---|
| Meeting of the: | **COMMON COUNCIL OF THE CITY OF WAUSAU** |
| Date/Time: | **Tuesday, February 25, 2020 at 6:30 p.m.** |
| Location: | **City Hall (407 Grant Street, Wausau WI 54403) - Council Chambers** |
| Members: | Patrick Peckham, Michael Martens, David Nutting, Tom Neal, Gary Gisselman, Becky McElhaney, Lisa Rasmussen, Linda Lawrence, Dawn Herbst, Mary Thao, Dennis Smith |

**Call to Order**

| | | | |
|---|---|---|---|
| | | Pledge of Allegiance / Roll Call / Proclamations | |
| Public Comment: | | Pre-registered citizens for matters appearing on the agenda and other public comment. | |
| **File #** | **CMT** | **Consent Agenda** | **ACT** |
| 20-0201 | COUN | Minutes of previous regular meeting. (2/11/20) | Place on file |
| 20-0207 | CISM | Initial Resolution Vacating and discontinuing a portion of right of way at Curling Way near Townline Road | Approved 3-0 |
| 20-0105 | CISM | Resolution Approving 2020 Alley Pavement Project and Authorization to Let Bids | Approved 3-0 |
| 20-0106 | CISM | Resolution Approving 2020 Street Reconstruction Projects and Authorization to Let Bids | Approved 3-0 |
| 19-1104 | CISM & PLAN | Final Resolution Vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue | Approved 5-0<br>Approved 6-0 |
| **File #** | **CMT** | **Resolutions and Ordinances** | **ACT** |
| 20-0203 | | Mayor's Appointments | |
| 16-0317 | CISM | Resolution Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way | Approved 3-0 |
| 20-0208 | CISM | Ordinance Designating one 15-minute parking stall on the west side of the 600 block of 3rd Street | Approved 3-0 |
| 20-0209 | ED | Resolution Approving sale of 1328 Torney Avenue | Approved 4-0 |
| | | Suspend the Rules (2/3 vote required) | |
| 20-0206 | COUN | Resolution Supporting our Hmong/Lao Community and Opposing Federal Deportation of Hmong/Lao residents to Laos | Pending |
| 20-0210 | FIN | Resolution Authorizing acquisition of 117 and 119 E. Chellis Street and related budget modification | Approved 5-0<br>Pending |
| 08-0406 | FIN | Resolution Approving alleged claim on excessive assessment – Walgreen, Co., 504 S 17th Avenue and related budget modification | Pending |
| 12-1116 | FIN | Resolution Approving the Assessment Services Contract between the City of Wausau and the City of Schofield to provide assessment services to the City of Schofield for the assessment of real and personal property for contract years 2021-2025 | Pending |
| | | Public Comment & Suggestions | |

Adjournment

Signed by Robert B. Mielke, Mayor

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 2/21/20 @ 2:00 PM.. Questions regarding this agenda may be directed to the City Clerk.

*In accordance with the requirements of Title II of the Americans with Disabilities Act (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the City's ADA Coordinator at (715) 261-6620 or email clerk@ci.wausau.wi.us at least 48 hours prior to the scheduled meeting or event to request an accommodation.*

# OFFICIAL PROCEEDINGS OF THE WAUSAU COMMON COUNCIL

held on Tuesday, February 11, 2020 at 6:30 pm in the Council Chambers at City Hall.
Mayor Robert Mielke presiding.

**Roll Call** 2/11/2020 6:30:59 PM

Roll Call indicated 10 present.

| District | Alderperson | Present |
|---|---|---|
| 1 | Peckham, Patrick | YES |
| 2 | Martens, Michael | YES |
| 3 | Nutting, David E. | YES |
| 4 | Neal, Tom | YES |
| 5 | Gisselman, Gary | YES |
| 6 | McElhaney, Becky | YES |
| 7 | Rasmussen, Lisa | YES |
| 8 | Lawrence, Linda *NV* | |
| 9 | Herbst, Dawn | YES |
| 10 | Thao, Mary | YES |
| 11 | Smith, Dennis | YES |

**Public Comment for Pre-registered citizens for matters appearing on the agenda and other public comment**

None

**Presentation: South Riverfront Master Plan and Towers Master Plan (Neighborhood Planners)**

The presentation can be viewed on YouTube for Wausau City Council Meetings: https://www.youtube.com/watch?v=p9T_xFcNArc

**Consent Agenda** 2/11/2020 7:25:50 PM

Motion by Peckham, second by Neal to adopt all the items on the Consent Agenda as follows:

**20-0101** Minutes of the previous meeting (1/28/2020).

**17-0714** Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease - Learn Build Fly, Inc.

**20-0204** Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease - Dave Harm

**03-1007** Joint Resolution of the Airport Committee and the Finance Committee Authorizing the execution of Airport Ground Lease - Kocourek

**19-0515** Resolution of the Capital Improvements & Street Maintenance Committee Approving Agreement for the Management and Maintenance of a Stormwater Facility (North Central Health Care - 1100 Lake View Drive)

**20-0108** Resolution of the Public Health & Safety Committee Approving or Denying Various License as Indicated

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

**20-0114** 2/11/2020 7:26:57 PM

Motion by Rasmussen, second by Gisselman to adopt the Resolution of the Capital Improvements & Street Maintenance Committee Approving developers agreement with T Bird Enterprises, LLP and Back Forty Properties, LLC for storm water management facilities

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

**Suspend the Rules** 2/11/2020 7:27:29 PM

Motion by Nutting, second by Herbst to Suspend the Rules for pending items.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

**20-0205** 2/11/2020 7:32:54 PM

Motion by Nutting, second by Neal to adopt the Resolution of the Finance Committee Providing for the Sale of Approximately $5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A

Thao requested the historical background regarding the $5 million that was disbursed originally in 2018. John Cameron, Senior Municipal Advisor with Ehlers & Associates, explained these were Bond Anticipation Notes for Water & Sewer Revenue Bonds that were issued in 2018, and this is the extension of those Bond Anticipation Notes until permanent financing can be secured through the Clean Water Fund Loan Program on the sewer side and the Safe Drinking Water Fund Loan Program on the water side. It is not an issuance of new money, it is just refinancing the anticipation notes that were issued in 2018 and extending those for two years. He noted there will be a call feature on the Bond Anticipation Notes with the ability to refinance them within six months.

Thao questioned what happens to the remaining $1.4 million. Groat stated we have some bills from Donahue and Becher Hoppe of approximately $1.1 million which will be paid out of the $1.4 million, as well as future engineering bills. She pointed out the $5,120,000 would be the maximum amount borrowed and at the final it will probably be less than that because they estimated the debt issuance costs.

Rasmussen stated it is likely that the state administered loans that were applied for to refinance this item are expected to be ready to close by late summer, so we will not likely need the full two years.

Yes Votes: 10 No Votes: 0 Not Voting: 1 Result: PASS

**Public Comment or Suggestions**

1) Judith Miller, 903 Kickbusch St, stated she noticed in the minutes of the last Council meeting that the proclamation read by the Mayor was not quoted in full. She stated per Robert's Rules of Order it has to be quoted in full and suggested they amend the minutes. *The Mayor indicated he would look into it.*
2) Pat Peckham stated 6 to 8 weeks ago the Council passed a resolution asking our state elected officials to get going on some state homelessness legislation. He stated the State Senate passed a $1 million State Shelter Subsidy Program and the Governor has signed it. He hoped other programs would also be considered in the future.
3) Maryanne Groat reminded all next Tuesday, February 18, 2020 is Spring Primary Election Day and urged people to get out and vote. She commended and thanked the staff in the Clerk Customer Service Office for outstanding hard work on the elections in the absence of a City Clerk, as well as making improvements to efficiency. Groat stated the need for poll workers is serious and encouraged citizens to step forward and give it a try and believed they would find it a rewarding experience.

**Adjournment** 2/11/2020 7:37:29 PM

Motion by Herbst, second by Nutting to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 7:38 pm.

Robert B. Mielke, Mayor
Mary A. Goede, Deputy Clerk

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

# INITIAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Setting a public hearing regarding vacating and discontinuing a portion of right of way at Curling Way near Townline Road

| | |
|---|---|
| Committee Action: | Approved 3-0 |
| Fiscal Impact: | None |
| **File Number:** 20-0207 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| COSTS | *Budget Neutral* | Yes ☒ No ☐ | | |
| | *Included in Budget:* | Yes ☐ No ☐ | *Budget Source:* | |
| | *One-time Costs:* | Yes ☐ No ☐ | *Amount:* | |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* | |
| SOURCE | *Fee Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *Grant Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *Debt Financed:* | Yes ☐ No ☐ | *Amount* | *Annual Retirement* |
| | *TID Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

# RESOLUTION

**WHEREAS**, pursuant to Wis. Stats. 66.1003(4)(a), it is declared that since the public interest requires it, returning the property to the tax roll, as it was previously designated to be used as a right of way but ended up not being needed, the following described public way, all of which is in the City of Wausau be vacated and discontinued:

Being part of the Northwest 1/4 of the fractional Northeast 1/4 and part of the Northeast 1/4 of the fractional Northeast 1/4, Section 1, Township 28 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 1; thence North 89°27'38" East, coincident with the North line of said Northwest 1/4 of the fractional Northeast 1/4, 1305.92 feet to the Northeast corner of said Northwest 1/4 of the factional Northeast 1/4; thence South 00°19'41" East, coincident with the East line of said Northwest 1/4 of the fractional Northeast 1/4, 33.38 feet to the South right-of-way line of Townline Road, also known as County Road "N", and the point of beginning; thence continuing South 00°19'41" East, coincident with said East line of the Northwest 1/4 of the fractional Northeast 1/4, the West right-of-way line of the Chicago, Minneapolis, St. Paul and Pacific Railroad and the former East right-of-way line of Junction Street, 58.76 feet to the Southerly right-of-way line of said Chicago, Minneapolis, St. Paul and Pacific Railroad; thence South 50°26'06" East, coincident with said Southerly right-of-way of the Chicago, Minneapolis, St. Paul and Pacific Railroad and the former Northerly right-of-way line of Junction Street, 10.87 feet to the beginning of a curve concave to the Southwest; thence

211.89 feet, coincident with said Southernly right-of-way of the Chicago, Minneapolis, St. Paul and Pacific Railroad, said former Northerly right-of-way line of Junction Street and the arc of said curve, said curve having a radius length of 10,339.90 feet, a central angle of 1°10'27", and a chord that bears South 47°54'31" East for 211.89 feet to the North right-of-way line of Curling Way; thence North 52°23'29" West, coincident with said North right-of-way line of Curling Way, 38.22 feet to the beginning of a curve concave to the Southwest; thence 183.20 feet, coincident with said North right-of-way line of Curling Way and the arc of said curve, said curve having a radius length of 191.50 feet, a central angle of 54°48'48", and a chord that bears North 75°34'27" West for 176.30 feet to the Southerly line of Lot 1 of Certified Survey Map number 16492, recorded in Volume 76, on Page 141, as Document number 1639561, filed in the Marathon County Register of Deeds office; thence North 43°01'51" East, 34.91 feet to the Southeast corner of said Lot 1 and to the former Southerly right-of-way line Junction Street and the Easterly line of Lot 1; thence North 48°43'49" West, coincident with said former Southerly right-of-way line Junction Street and said Easterly line of said Lot 1, 173.26 feet to the Northeast corner of said Lot 1 and said South right-of-way line of Townline Road also known as County Road "N"; thence North 89°43'54" East, coincident with the Easterly extension of said South right-of-way line Townline Road also known as County Road "N", 141.47 feet to said East line of the Northwest 1/4 of the fractional Northeast 1/4 and the point of beginning.

That said Former Junction Street contains 13,603 square feet, 0.312 acres, more or less.

That said Former Junction Street is subject to easements, restrictions, and right-of-way of record.

**WHEREAS**, the Capital Improvements and Street Maintenance Committee at its February 13, 2020 meeting recommended that a hearing be held.

**NOW, THEREFORE, BE IT RESOLVED**, by the Common Council of the City of Wausau, that a hearing on the passage of the foregoing resolution shall be held before the Capital Improvements and Street Maintenance Committee of the City of Wausau in the Council Chambers of City Hall, 407 Grant Street, Wausau, Marathon County, Wisconsin, on the 9th day of April, 2020, at 5:30 p.m., on said day, and the proper City officials are hereby authorized and directed to give notice of said hearing by personal service and publication of said hearing as provided by law.

Approved:

______________________________

Robert B. Mielke, Mayor

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**Discussion and possible action on a Preliminary Resolution to vacate and discontinue a portion of right-of-way at Curling Way near Townline Road**

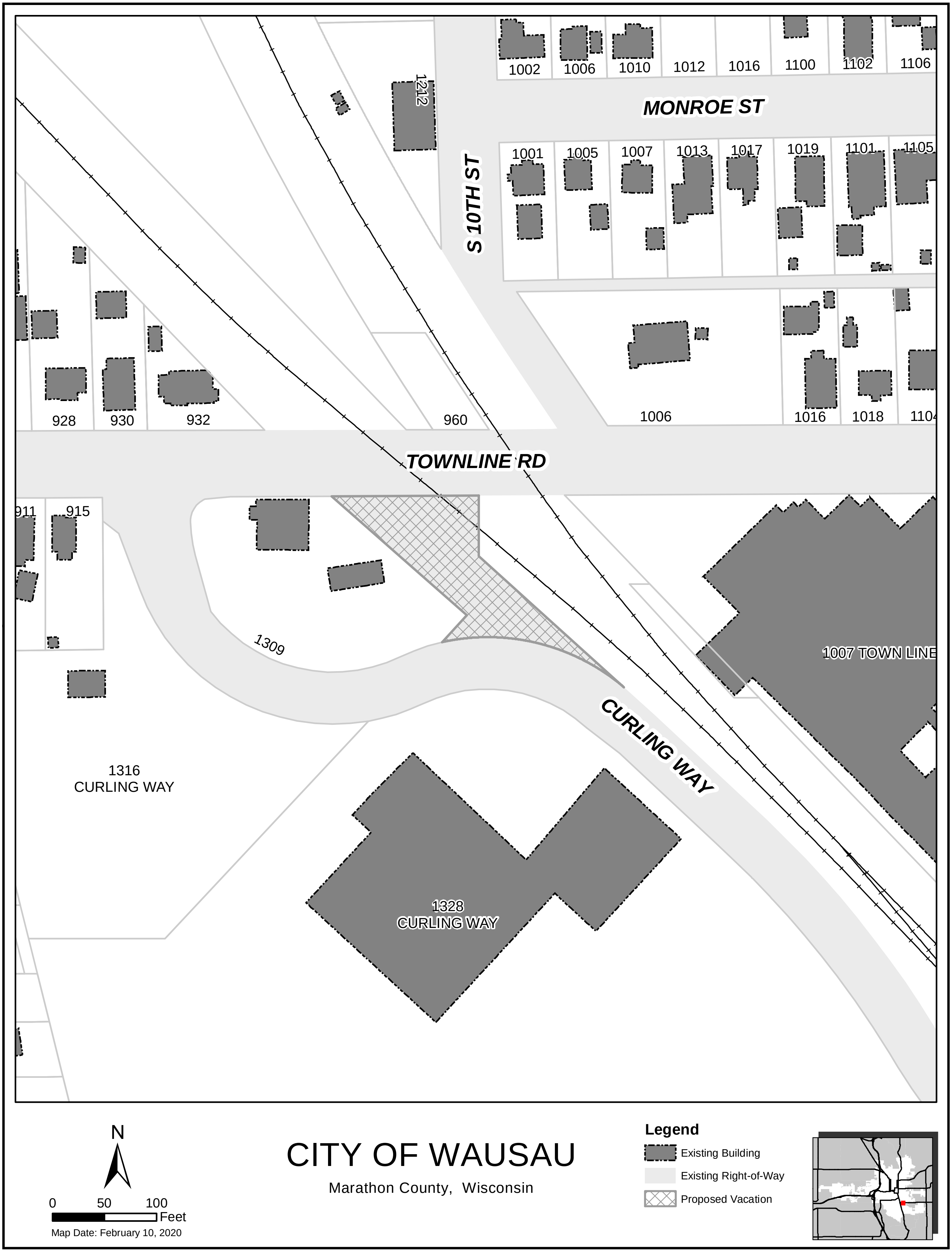
Niksich explained that during the construction of Townline Road, Curling Way was realigned and this right-of-way is no longer needed. If vacated, the right-of-way would go back to the adjoining property owners. Gisselman asked if that would be the City. Lindman stated some of the land was initially owned by the railroad. The railroad gave the property to the City and it was then dedicated to right-of-way. Kraft is looking at building a parking lot in this area.

Rasmussen moved to approve a preliminary resolution to vacate and discontinue a portion of right-of-way at Curling Way near Townline Road. Thao seconded and the motion carried unanimously 3-0.

| Agenda Item No. 10 |
|---|

*STAFF REPORT TO CISM COMMITTEE – February 13, 2020*

| AGENDA ITEM |
|---|
| Discussion and possible action on a Preliminary Resolution to vacate and discontinue a portion of right-of-way at Curling Way near Townline Road. |
| **BACKGROUND** |
| The reconstruction of Townline Road realigned the intersection of Curling Way. The right-of-way where the former Curling Way intersected Townline Road is not being used. See the attached map for location. |
| **FISCAL IMPACT** |
| Minimal. The vacated property could be developed if the right-of-way is vacated. |
| **STAFF RECOMMENDATION** |
| Staff recommends approving a preliminary resolution to set a public hearing to vacate the excess right-of-way at Curling Way and Townline Road. |
| Staff contact: Allen Wesolowski 715-261-6762 |




# CITY OF WAUSAU

Marathon County, Wisconsin

Map Date: February 10, 2020

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

## RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving 2020 Alley Pavement Project and Authorization to Let Bids

| | |
|---|---|
| Committee Action: | Approved 3-0 |
| Fiscal Impact: | Estimated construction cost $18,000; estimated special assessments $8,900 |

| | | | |
|---|---|---|---|
| **File Number:** | 20-0105 | **Date Introduced:** | February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| COSTS | *Budget Neutral* | Yes☐ No☒ | | |
| | *Included in Budget:* | Yes☒ No☐ | *Budget Source:* | |
| | *One-time Costs:* | Yes☒ No☐ | *Amount: $18,000* | |
| | *Recurring Costs:* | Yes☐ No☐ | *Amount:* | |
| | | | | |
| SOURCE | *Fee Financed:* | Yes☐ No☐ | *Amount:* | |
| | *Grant Financed*: | Yes☐ No☐ | *Amount:* | |
| | *Debt Financed*: | Yes☒ No☐ | *Amount:$18,000* | *Annual Retirement* |
| | *TID Financed*: | Yes☐ No☐ | *Amount:* | |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

# RESOLUTION

**WHEREAS**, the following alleys have been proposed for improvements under the 2020 Alley Pavement Project:

Alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue,
2114 Grand Avenue, and 114 Kent Street

Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue,
1938 Grand Avenue, and 1942 Grand Avenue

**WHEREAS**, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned alleys; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on January 14, 2020; and the Engineer's report has been filed with the City Clerk, and

**WHEREAS**, the Board of Public Works conducted public hearings for the project special assessments on February 4, 2020, and

**WHEREAS**, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on February 13, 2020 and recommends work be accomplished on the alleys in 2020, now therefore

**BE IT RESOLVED** that the Common Council authorizes securing of bids and improvements to the alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street; and the alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue under the 2020 Alley Pavement Project.

Approved:

______________________________
Robert B. Mielke, Mayor

BOARD OF PUBLIC WORKS

---

Date of Meeting: February 4, 2020, at 4:00 p.m. in the Council Chambers.

Members Present: Lindman, Jacobson, Groat

Also Present: Wesolowski, Niksich

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**PUBLIC HEARING: 2020 Alley Paving Projects**
**Alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street**
**Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue and 1942 Grand Avenue**

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet February 13, 2020 at 5:30 p.m. CISM will approve, disapprove or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the February 25, 2020 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2020 assessment rate is estimated at $14 per foot. Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Wesolowski explained that alley paving projects are much simpler and typically there is not a lot of utility work. However, extending storm sewer is proposed for the alley south of Ross Avenue.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

***Alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street and Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue***

Nick Burger, owner of 113 Ross Avenue and 2100-2112 Grand Avenue, is the original petitioner. This is where Young Drug Store is, which drains to the back. The alley floods his back lot when it rains. The existing alley is gravel and gets potholes, which is an issue for his tenants. He would like this project to move forward and asked if storm sewer would be installed. Wesolowski indicated that storm sewer puts the project over budget. He is working with DPW to extend storm sewer in Ross before the alley is paved. Burger stressed the importance of installing storm sewer before the alley is paved. Wesolowski stated it would not pay to pave the alley without having storm sewer installed. Staff is planning on moving ahead with extending storm sewer if the project is approved.

There were no further comments and the public hearing was closed.

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**2020 Alley Paving Project: Discuss public hearing results and make recommendation**

Wesolowski said the public hearing was held by the Board of Public Works. No one appeared in opposition. Both projects were petitioned for. One of the alleys will need storm sewer which Engineering will work with DPW to complete.

Thao moved to approve the 2020 Alley Paving Projects. Rasmussen seconded and the motion carried unanimously 3-0.

| Agenda Item No. 5 |
|---|

***STAFF REPORT TO CISM COMMITTEE – February 13, 2020***

| AGENDA ITEM |
|---|
| 2020 Alley Paving Project: Discuss public hearing results and make recommendation |
| **BACKGROUND** |
| The following alleys are proposed for paving in 2020:<br><br>• Alley bounded by 113 Ross Avenue, 2100-2112 Grand Avenue, 2114 Grand Avenue, and 114 Kent Street<br>• Alley bounded by 114 Broadway Avenue, 1930 Grand Avenue, 1932 Grand Avenue, 1938 Grand Avenue, and 1942 Grand Avenue<br><br>The Board of Public Works held a public hearing on February 4, 2020 regarding special assessments for the alleys. The minutes of the public hearing are attached. |
| **FISCAL IMPACT** |
| The total estimated cost for paving of the alleys is $18,000. Special assessments are estimated at $8,900. |
| **STAFF RECOMMENDATION** |
| Staff recommends approving the 2020 Alley Paving Project and corresponding special assessments. |
| Staff contact: Allen Wesolowski 715-261-6762 |

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

# RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving 2020 Street Reconstruction Projects and Authorization to Let Bids

| | |
|---|---|
| Committee Action: | Approved 3-0 |
| Fiscal Impact: | Estimated construction cost $2,755,000; estimated special assessments $254,000 |

| | | | |
|---|---|---|---|
| **File Number:** | 20-0106 | **Date Introduced:** | February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| COSTS | *Budget Neutral* | Yes ☐ No ☒ | | |
| | *Included in Budget:* | Yes ☒ No ☐ | *Budget Source:* | |
| | *One-time Costs:* | Yes ☒ No ☐ | *Amount: $2,755,000* | |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* | |
| SOURCE | *Fee Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *Grant Financed*: | Yes ☐ No ☐ | *Amount:* | |
| | *Debt Financed*: | Yes ☒ No ☐ | *Amount: $2,755,000* | *Annual Retirement* |
| | *TID Financed*: | Yes ☐ No ☐ | *Amount:* | |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

# RESOLUTION

**WHEREAS**, the following streets have been proposed for construction under the 2020 Street Construction Project:

Cedar Street from 7th Avenue to 14th Avenue
Kickbusch Street from Bellis Street to 13th Street

**WHEREAS**, this project is assessable in whole or in part to the abutting property owners for special benefits conferred upon properties by the improvement of the abovementioned streets; a preliminary resolution to levy special assessments to the abutting owners was adopted by the Common Council on January 14, 2020; and the Engineer's report has been filed with the City Clerk, and

**WHEREAS**, the Board of Public Works conducted public hearings for the project special assessments on February 4, 2020, and

**WHEREAS**, the Capital Improvements and Street Maintenance Committee discussed the proposed projects at its meeting on February 13, 2020 and recommends work be accomplished under the 2020 Street Construction Projects, and

**WHEREAS**, the 2020 special assessment rate was set by Council on September 24, 2019, and

**WHEREAS**, street grades will be established or reestablished and fixed as shown on the plans for the project (copy on file in the Engineering Department), and minor revisions will be made in the plans as may be necessary during construction, now therefore

**BE IT RESOLVED** that the Common Council authorizes securing of bids and construction of the 2020 Street Construction Projects.

Approved:

________________________________

Robert B. Mielke, Mayor

BOARD OF PUBLIC WORKS

---

Date of Meeting: February 4, 2020, at 4:00 p.m. in the Council Chambers.

Members Present: Lindman, Jacobson, Groat

Also Present: Wesolowski, Niksich

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**PUBLIC HEARING: 2020 Street Reconstruction Projects**
**Cedar Street from 7th Avenue to 14th Avenue**
**Kickbusch Street from Bellis Street to 13th Street**

Lindman explained the purpose of the meeting is to take comments from property owners regarding special assessments. The comments received are forwarded to the Capital Improvements and Street Maintenance Committee (CISM) which will meet February 13, 2020 at 5:30 p.m. CISM will approve, disapprove or modify the plans or assessments for the project and forward a recommendation to the Common Council. It is anticipated the Common Council will take action at the February 25, 2020 meeting. There were no objections to dispense with the reading of the official hearing notice.

Lindman indicated the 2020 assessment rate is set at $42 per foot. The sewer lateral is $500 if replaced. Drive approach replacement is estimated at $6.00 per square foot. Replacement of defective sidewalk is estimated at $6.00 per lineal foot and installation of new sidewalk is estimated at $12.00 per lineal foot.

Lindman stated staff from the Engineering Department will be available after the public hearing if there are specific questions about individual properties or the work to be done under the project.

Wesolowski explained the purpose of the public hearing is to take comments regarding special assessments. Staff is at 70% design. Property owners should have received a letter regarding their driveway width and asking for additional information. If approved by Council, the projects will be bid out in March with summer construction. The exact date for construction is not known yet. When that is determined, residents will receive another letter with contractor and project inspector information. This letter will also include information regarding garbage collection, mailboxes, traffic control and parking.

At this time, Lindman opened the public hearing and asked for persons in attendance who wished to speak regarding special assessments to come to the podium and give their name, address and comments.

***Cedar Street from 7th Avenue to 14th Avenue and Kickbusch Street from Bellis Street to 13th Street***

Brandon Johnson lives on 12th Avenue off of Cedar Street. He asked what the main factor was to determine construction was needed. He stated there are no faults in the road where he lives and asked why the entire strip is proposed rather than just sections. Wesolowski stated staff looks at the condition of the road. Cedar Street is rated in poor condition. The condition of the underground utilities is also taken into consideration. The first thing looked at is the pavement rating. Streets are rated every other year with 10 being new condition and 1 basically gravel. Cedar Street is rated a 3. Anything below a 5 is considered for reconstruction.

Jim Seidel, 202 South 13th Street, questioned who determines if the sidewalk is defective and needs replacement. Wesolowski indicated the Engineering Department makes the determination based upon the condition of the existing sidewalk. Seidel asked if there was ever a time when sidewalk was not considered defective. He noted Washington Street where the entire sidewalk on both sides was replaced during reconstruction. He has a hard time believing some of that sidewalk was not defective. Wesolowski explained some sidewalk is taken out due to lateral replacement. If there is so much sidewalk removed it does not pay to keep a square here and there. In most cases we try to save as much sidewalk as we can to minimize the cost.

Seidel noted the letter Wesolowski referred to earlier regarding items such as parking during the project. Wesolowski indicated if the project moves forward, property owners will receive a construction letter that outlines garbage collection, parking, etc. Lindman explained that staff will work with the contractor. People will put out their garbage containers as normal and the contractor will move them to a central location for pickup. The contractor will work with residents regarding parking on the street and having access to driveways.

Seidel asked if handicap individuals would have any special consideration. There are at least four people in wheelchairs who have to get out during the day for doctor appointments. He understands there will be access at night but questioned how this would be handled during the day. Wesolowski stated if the addresses with special needs are known, we can put those in the contract. During construction an inspector will be on site. If residents have a certain need, the inspector will work with the contractor to meet those needs.

Seidel indicated there are a number of people who are Southeast Asian. Some speak perfect English but there are a number of older residents that may not understand. He suggested contacting the Hmong Association to interpret this to homeowners who are unaware of what this means.

Richard Mosher, 1234 Kickbusch Street, stated there is no sidewalk on the north side of the street. He questioned if it was logical to install sidewalk on the north side. Wesolowski stated sidewalk is not proposed east of 11th Street. Sidewalk is proposed to be installed between 10th Street and 11th Street on the north side.

There were no further comments and the public hearing was closed.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**2020 Street Construction Projects: Discuss public hearing results and make recommendation**

Wesolowski stated that the public hearing was held by the Board of Public Works. A few comments were received but no one appeared in opposition of the projects.

Rasmussen moved to approve the 2020 Street Construction Projects. Thao seconded and the motion carried unanimously 3-0.

| Agenda Item No. |
| --- |
| 4 |

*STAFF REPORT TO CISM COMMITTEE – February 13, 2020*

| AGENDA ITEM |
| --- |
| 2020 Street Construction Projects: Discuss public hearing results and make recommendation |
| **BACKGROUND** |
| Cedar Street from 7th Avenue to 14th Avenue and Kickbusch Street from Bellis Street to 13th Street are proposed for reconstruction in 2020. The Board of Public Works held a public hearing on February 4, 2020 regarding the special assessments for Cedar Street and for Kickbusch Street. The minutes of the public hearing are attached. |
| **FISCAL IMPACT** |
| The estimated cost for improvements to Cedar Street is \$1,371,000 and Kickbusch Street is \$1,384,000. These estimated amounts include costs for sanitary sewer and water. Special assessments for Cedar Street are estimated at \$117,000 and Kickbusch Street is estimated at \$137,000. |
| **STAFF RECOMMENDATION** |
| Staff recommends approving the reconstruction of Cedar Street from 7th Avenue to 14th Avenue and Kickbusch Street from Bellis Street to 13th Street and the corresponding special assessments. |
| Staff contact: Allen Wesolowski 715-261-6762 |

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

# FINAL RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE AND PLAN COMMISSION

Vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue

| | |
|---|---|
| Committee Action: | CISM: Approved 5-0<br>Plan: Approved 6-0 |
| Fiscal Impact: | None |
| **File Number:** 19-1104 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | |
|---|---|---|---|
| COSTS | *Budget Neutral* | Yes ☒ No ☐ | |
| | *Included in Budget:* | Yes ☐ No ☐ | *Budget Source:* |
| | *One-time Costs:* | Yes ☐ No ☐ | *Amount:* |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* |
| SOURCE | *Fee Financed:* | Yes ☐ No ☐ | *Amount:* |
| | *Grant Financed:* | Yes ☐ No ☐ | *Amount:* |
| | *Debt Financed:* | Yes ☐ No ☐ | *Amount* *Annual Retirement* |
| | *TID Financed:* | Yes ☐ No ☐ | *Amount:* |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | |

# RESOLUTION

**WHEREAS**, pursuant to Section 66.1003(4) of the Wisconsin Statutes, the Common Council has heretofore initiated proceedings on November 12, 2019 at a regular meeting of the Common Council to vacate and discontinue the following-described portion of street in the City of Wausau:

> That portion the S. 15th Avenue right-of-way lying adjacent to Lot 2, Block 1, Crocker's Addition to the Town of Stettin, Section 34, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, described as follows:
>
> Lying Northerly of the Northerly right-of-way of W. Thomas Street lying adjacent to said Lot 2, extended Westerly (said right-of-way as dedicated by Relocation Order and R/W Plat approved February 9th, 2016 by City of Wausau Common Council as File #02-1005, and filed February 18th, 2016 in the Office of County Clerk for Marathon County), lying Easterly of a line parallel to and 50 feet Easterly of the Westerly right-of-way of S. 15th Avenue as dedicated by said Relocation Order, and lying South of the North line of said Lot 2, extended Westerly.

**WHEREAS**, a public hearing on the passage of such resolution had been set by the Common Council, which hearing was set for 5:30 p.m. in the Council Chambers of City Hall, Wausau, Wisconsin, on the 9th day of January, 2020, written notice of such meeting was duly served on the owners of all of the frontage of the lots and lands abutting upon the portion of street sought to be discontinued as provided by law, and notice was published in the newspaper as provided by law; and

**WHEREAS**, a public hearing was duly held pursuant to said notice at the time and place therefor affixed and all persons so served and interested were then and there given an opportunity to be heard; and

**WHEREAS**, a proper notice of the pendency of said petition for vacation and discontinuance and map covering the proposed vacation was duly filed in the office of Register of Deeds for Marathon County, as required by the Wisconsin Statutes; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee and your Plan Commission, after considering the matter, have recommended that the aforedescribed portion of street be vacated and discontinued; and

**WHEREAS**, Wisconsin Public Service Corporation has requested that they be granted easement and ingress and egress rights over, across and under the portion of street for the purpose of installing, maintaining, inspecting, repairing, and/or replacing any of their utilities.

**BE IT RESOLVED** by the Common Council of the City of Wausau that it is hereby declared that since the public interest requires it, the herein described portion of street is hereby vacated and discontinued; provided, however, this resolution shall take effect and have validity only after the granting by the City to requesting utilities any and all permanent easement and ingress and egress rights deemed necessary by them.

**BE IT FURTHER RESOLVED** the City of Wausau shall retain easement and ingress and egress rights over, across and under the portion of street being vacated for the purpose of installing, maintaining, inspecting, repairing and/or replacing any of their utilities, and systems such as storm sewer and electrical.

**BE IT FURTHER RESOLVED** that the proper City officials are hereby authorized and directed to execute an easement to Wisconsin Public Service Corporation, if they wish, approved by the City Attorney, granting all necessary easement and ingress and egress rights, all within and/or over the portion of street to be vacated, and that this entity shall have until March 27, 2020, to get the easement recorded.

**BE IT FURTHER RESOLVED**, that the City Clerk, upon the recording of the above-referenced easement, but no earlier than March 27, 2020, shall record a certified copy of this resolution accompanied with a map showing the location of said vacated portion of street in the office of the Register of Deeds for Marathon County, and that the City Clerk shall notify the Engineering Department as to when this resolution has been recorded.

Approved:

________________________________________

Robert B. Mielke, Mayor

Date of Meeting: January 9, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, McElhaney, Rasmussen, Lawrence, Thao

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Sippel, Pergolski, Mohelnitzky, Abbiehl, Barr, Peckham, Chimel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**Public Hearing: Discussion and possible action on vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue**

Nicole Yunk and Will Schultz, 1406 West Thomas Street, explained that their closing documents indicate they are to maintain this area. For the last 6 months it has been used as a construction area for the apartments across the street. If it is vacated, they are hoping the right-of-way would be available to purchase or obtain from the City.

No further comments were offered and the public hearing was closed.

Wesolowski explained if vacated the area does not go out for purchase; the land goes to the adjoining property owners. Sewer and water extends through this area so the City would keep easement rights. When vacated, the County determines who gets the land. It appears a portion would go to 1033, a portion to 1406, and a small remnant goes to the property on the other side of the road. They would have to work out a deal with the property owners across the road to purchase that portion.

Rasmussen feels it would make sense to approach the owner of the duplexes and ask if they are willing to waive off their portion immediately. She knows we have the ability to do that and referenced the Schierl project near the Labor Temple. At one point of that project, one side was to waive off their right to its half so the development could have the whole piece. She feels it would be silly to offer them a little piece across the street that they would have to mow. She believes a conversation should take place with the property owners on the front end. Wesolowski will try to work this out before the vacation goes to Council.

Rasmussen moved to approve the vacation of right-of-way at the intersection of West Thomas Street and South 15th Avenue with the directive that an arrangement between parties be worked out at the same time. Lawrence seconded and the motion carried unanimously 5-0.

It was clarified that if an arrangement cannot be worked out on the front end, the vacation process would continue and the property owners will have to do it themselves.

| | |
|---|---|
| Time and Date: | The Plan Commission met on Tuesday, February 18, 2020, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall. |
| Members Present: | Mayor Robert Mielke, Eric Lindman, Gary Gisselman, Patrick Peckham, Ron Zahrt, Andrew Brueggeman |
| Others Present: | Brad Lenz, Brad Sippel, Melissa Engen |

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Mielke called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

**Discussion and possible action on vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue.**

Lindman said that this area was reconstructed with the first phase of Thomas Street. The neighboring property has requested the excess right-of-way.

Brueggeman motioned to vacate and discontinue right-of-way at the intersection of West Thomas Street and South 15th Avenue. Zahrt seconded, and the motion carried unanimously 6-0. This item will go to Common Council on February 25, 2020.

| Agenda Item No. |
|---|
| 3 |

*STAFF REPORT TO CISM COMMITTEE – January 9, 2020*

| AGENDA ITEM |
|---|
| Public Hearing: Discussion and possible action on vacating and discontinuing right-of-way at the intersection of West Thomas Street and South 15th Avenue |
| **BACKGROUND** |
| Phase I of Thomas Street realigned the north leg of S. 15th Avenue at Thomas Street. The realignment left an excess of right-of-way on the northeast corner of the intersection. The purpose of this public hearing is to hear public comment on the issue. A map is attached. |
| **FISCAL IMPACT** |
| Minimal, potentially less area for City/DPW crews to maintain, also creates a larger corner parcel. |
| **STAFF RECOMMENDATION** |
| Staff recommends approval pending public comment on the issue. |
| Staff contact: Allen Wesolowski 715-261-6762 |


# *Proposed ROW Segment to Vacate*

*City of Wausau*

NOTES:

1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.

N

0 125 250 Feet

Map Date: October 03, 2019

Document Path: P:\citybase\projects\eng\mxds\Proposed_S_15thAv_Vacate_8x11L.mxd

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

# CONFIRMATION OF MAYOR'S APPOINTMENTS

to Boards, Commissions and Committees: *Mayor's Welcoming & Inclusivity Committee*

| | |
|---|---|
| **File Number:** 20-0203 | **Date Introduced:** February 25, 2010 |

## Mayor's Welcoming & Inclusivity Committee

| | | | |
|---|---|---|---|
| Aaron Decker (1) | 2210 Fawn Ave, Schofield | 3 Yr Term Exp 4/30/23 | 715-965-5622 |

(N) Individual is filling the unexpired term of a former member
(1) Individual is in their own 1st full term
(#) Designates the term number appointed to

Approved:

Robert B. Mielke, Mayor

Office of the Mayor
Robert B. Mielke

TEL: (715) 261-6800
FAX: (715) 261-6808

# MEMORANDUM

DATE: February 12, 2020
TO: Mary Goede, Deputy Clerk
FROM: Mayor Robert Mielke
RE: Appointment to Mayor's Welcoming and Inclusivity Committee

Please add the following appointment to the agenda for the Council Meeting on **Tuesday, February 25, 2020.** If you have any questions, please call my office. Thank you.

**MAYOR'S WELCOMING & INCLUSIVITY COMMITTEE**
*(All members shall serve a 3-year term)*

Ms. Aaron Decker (Term expires 4/30/23)
2210 Fawn Avenue
Schofield, WI 54476
715-965-5622
Aaron.decker@libertymutual.com

Encl: Decker Intent Letter & Bio

Cc: Tom Neal

# Letter of Intent

Mayor Mielke,

After learning of Wausau's diversity and inclusion committee, WIDER, at a recent public event at Whitewater Music Hall, I knew that it was time for me to volunteer and participate in this amazing opportunity to make a difference. Donating my time, energy and ideas for such a critical cause is important to me; I have long been searching for a way to give back to the Wausau community.

I am eager to jump in to help bridge gaps and create a greater sense of diversity and inclusion in Wausau!

Sincerely,

Aaron Decker
2210 Fawn Avenue
Schofield, WI 54476

715-965-5622
Aaron.Decker@libertymutual.com

---

# BIO – Aaron Decker

I was born in Wausau and raised in Athens. After high school graduation in 2002, I attended the University of Stevens Point – Wausau (UWMC). This was the start of my daily commute to Wausau. I was in Wausau at least five days a week, if not every day!

Following the completion of my Associates degree, I continued my schooling at the UWMC. While I was completing my bachelors, I began working for Liberty Mutual Insurance in 2004. Over the next eight years, I graduated from UW Stevens Point (attending all classes in Wausau) as well as completing my Master degree through a satellite office in Wausau from Cardinal Stritch.

In 2013, my daughter and I moved to Wausau. Between work, my schooling, shopping and daycare, everything was here! We rented for a short six months in Strawberry Fields before I purchased a duplex across from Wausau West; which I still own today. A few years ago, I built a house in the greater Wausau area.

For fun, my daughter and I enjoy traveling. We like to attend local events and see all the wonderful things Wausau has to offer. My favorite event is Artfest! Rain or shine, I will be there. The same goes for Chalkfest. The prevalence of art in Wausau is a huge attraction, and one of the things that I am very grateful for! Also, I am an avid reading and jump on any opportunity to learn!

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

# RESOLUTION OF THE CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE

Approving the WisDOT Transportation Alternatives Program (TAP) grant application to create a section of the Business Campus Trail system between 72nd Avenue and Innovation Way.

| | |
|---|---|
| Committee Action: | Approved 3-0 |
| Fiscal Impact: | If grant is not awarded: none<br>If grant is awarded: future commitment of 20% of approved construction costs ($149,651 local share estimate), design costs ($29,930 local share estimate), and state review fees ($119,721 estimate) between 2021 and 2024. Total project cost estimated at $1,017,626. |
| **File Number:** 16-0317 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| COSTS | *Budget Neutral* | Yes ☐ No ☒ | | |
| | *Included in Budget:* | Yes ☐ No ☒ | *Budget Source:* | |
| | *One-time Costs:* | Yes ☒ No ☐ | *Amount: $299,302* | |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* | |
| SOURCE | *Fee Financed:* | Yes ☐ No ☒ | *Amount:* | |
| | *Grant Financed:* | Yes ☒ No ☐ | *Amount: $718,324* | |
| | *Debt Financed:* | Yes ☐ No ☐ | *Amount* | *Annual Retirement* |
| | *TID Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

# RESOLUTION

**WHEREAS**, the Wisconsin Department of Transportation has made Transportation Alternatives Program (TAP) grant funding available for the 2020-2024 grant cycle; and

**WHEREAS,** the TAP grants are awarded to communities to improve alternative transportation infrastructure; and

**WHEREAS,** the Wausau business campus is growing and the City has planned for improvements to the business campus to ensure that jobs are retained and expanded; and

**WHEREAS,** there are no bicycle and pedestrian accommodations east to west in the business campus; and

**WHEREAS,** the proposed segment of trail would be an alternative to Highland Drive in connecting the eastern and western sections of the business campus; and

**WHEREAS,** the development of bicycle and pedestrian trails would enhance the environment for employees, businesses and visitors to the Wausau Business Campus, and improve the transportation options and connectivity for employees of the business campus; and

**WHEREAS,** the proposed project is part of the adopted Business Campus Trail Conceptual Master Plan; and

**WHEREAS,** the segment of trail on 72nd Avenue from International Drive to Packer Drive has been awarded TAP funding and is scheduled for construction in 2022; and

**WHEREAS,** the city's Bicycle and Pedestrian Advisory Committee reviewed the proposed project and is supportive of the plan; and

**WHEREAS,** the City has received letters of support of the business campus trail system from businesses in the business campus; and

**WHEREAS**, the Transportation Alternative Program (TAP) of the Wisconsin Department of Transportation would cover up to 80% of approved project costs; now therefore

**BE IT RESOLVED** that the Common Council of the City of Wausau hereby supports the proposed project of the Business Campus Trail, from 72$^{nd}$ Avenue to Innovation Way; and

**BE IT FURTHER RESOLVED** that the Common Council supports the application of this project to the Wisconsin Department of Transportation's 2020-2024 Transportation Alternative Program, including local cost share requirements of the program.

Approved:

______________________________
Robert B. Mielke, Mayor

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**Discussion and possible action on a resolution supporting the 2020-2024 Transportation Alternatives Program applications for the east-west segment of the Business Campus Trail**

Sippel indicated that the City applied for 2020-2024 Transportation Alternative Program (TAP) grant for the east-west Business Campus Trail segment, the main spine running east-west of the proposed Business Campus Trail system from 72nd Avenue to the existing trail leading to CTH O. TAP grants reimburse up to 80% of approved project costs. We applied for this and the 72nd Avenue portion of that trail in the previous cycle. The 72nd Avenue portion was awarded TAP funds and is expected to be constructed in 2023. This application is to continue on that and to build the east-west spine. A resolution supporting the application is needed as part of the application. The City commitment is broken down in the resolution, if the grant is awarded. Based on WisDOT funding availability, we would expect design to start in fiscal year 2023 if awarded.

Rasmussen supports submission of applications for grants as any time we can get a grant that covers 80% of our costs is obviously a good thing. A while ago we recognized providing safe bike and walking accommodations in the Business Campus is key with the amount of truck traffic. Construction of these trails both for worker wellness programs and for residents in adjacent subdivisions is a big help. The TID plans for the Business Campus contemplate this trail.

Rasmussen moved to approve a resolution supporting the 2020-2024 Transportation Alternatives Program application for the east-west segment of the Business Campus Trail. Thao seconded and the motion carried unanimously 3-0.

Agenda Item No.
7

*STAFF REPORT TO CISM COMMITTEE – February 13, 2020*

## AGENDA ITEM

Resolution supporting the 2020-2024 TAP applications for the east-west segment of the Business Campus Trail

## BACKGROUND

The applications to the Wisconsin DOT for 2020-2024 Transportation Alternative Program (TAP) federal grants were due in January. If awarded, TAP grants reimburse for up to 80% of approved construction and/or design costs.

The City submitted an application to construct a segment of the business campus trail on City-owned land between 72nd Avenue and the trail along Innovation Way in the western expansion of the business campus. The proposed trail segment is designed to provide an off-road transportation link spanning from the eastern edge to the western edge of the Wausau Business Campus (72nd Avenue to County Highway O), serving as an alternative to Highland Drive for active transportation.

There are currently very limited bicycle and pedestrian facilities throughout the business campus. Highland Drive and International Drive do not have sidewalks or bicycle facilities. The segment of trail along 72nd Avenue was awarded a TAP grant during the 2018-2022 funding cycle and is planned for construction in 2022. The proposed segment would connect to this trail.

There are many employees that commute by bicycle to work in the business campus and/or walk throughout the campus during the day. The City has received a letter of support signed by a group of the businesses located in the business campus. This letter also expressed concerns about the safety of their employees that walk and bicycle in the area due to the lack of infrastructure and presence of truck traffic. Ultimately, the proposed trails should connect with future residential development to the east of the business campus.

The segment is identified in the adopted Business Campus Trail Conceptual Master Plan and the Wausau MPO Bicycle and Pedestrian Plan. A trail system through the business campus is also identified in the Tax Increment District #5 plan.

## FISCAL IMPACT

If grant is not awarded: none

If grant is awarded: future commitment of 20% of approved construction costs ($149,651 local share estimate), design costs ($29,930 local share estimate), and state review fees ($119,721 estimate) between 2021 and 2024. Total project cost estimated at $1,017,626.

## STAFF RECOMMENDATION

Recommend the attached resolution to the Common Council.

Staff contact: Brad Sippel 715-261-6686


NOTES:
1. DUPLICATION OF THIS MAP IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE CITY OF WAUSAU ENGINEERING DEPT.
2. THIS MAP WAS COMPILED AND DEVELOPED BY THE CITY OF WAUSAU AND MARATHON COUNTY GIS. THE CITY AND COUNTY ASSUME NO RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.
3. MAP FEATURES DEVELOPED FROM APRIL 2010 AERIAL PHOTOGRAPHY.
4. AERIAL PHOTO SHOWN HEREON FLOWN APRIL, 2016.

WAUSAU WISCONSIN

# *WAUSAU BUSINESS CAMPUS TRAIL*

## *CITY OF WAUSAU*

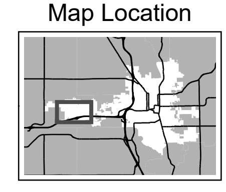
## *Marathon County, Wisconsin*

N
W E
S

0 425 850 1,700
Feet

Map Date: January 24, 2020

Map Location



Path: .....\eng\mxds\WBC_Trail_TAP_Fund\WBC_Trail_TAP_Funds2020_BW_8x11L.mxd

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

| **ORDINANCE OF CAPITAL IMPROVEMENTS & STREET MAINTENANCE COMMITTEE** | | | |
|---|---|---|---|
| Designating one 15-minute parking stall in the 600 block of N. 3rd Street | | | |
| Committee Action: | Approved 3-0 | **Ordinance Number:** | |
| Fiscal Impact: | Minimal to install sign | | |
| **File Number:** | 20-0208 | **Date Introduced:** | February 25, 2020 |

**WHEREAS**, a request was received by a downtown business requesting a 15-minute parking stall be created in the 600 block of N. 3rd Street to allow for loading and unloading of equipment; and

**WHEREAS**, your Capital Improvements and Street Maintenance Committee has reviewed the request and examined the need for a 15-minute parking stall in the 600 block of N. 3rd Street.

**NOW, THEREFORE**, the Common Council of the City of Wausau do ordain as follows:

Add ( )

Section 1. Section 10.20.080(b) of the Wausau Municipal Code is hereby amended as follows:

North 3rd Street

. . .

- Three 15-minute passenger loading and unloading stalls on the east side of the street, at the 700 block, beginning 78 feet north of Grant Street and extending north 69 feet from 6:00 a.m. to 6:00 p.m.
- First stall north of McClellan Street, 15 minutes parking, on the west side of the street, at the 600 block

. . .

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect from and after its date of publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Robert B. Mielke, Mayor

Attest:

Leslie Kremer, Clerk

Date of Meeting: February 13, 2020, at 5:30 p.m. in the Council Chambers of City Hall.

Members Present: Gisselman, Rasmussen, Thao (Lawrence and McElhaney – Excused)

Also Present: Mayor Mielke, Lindman, Wesolowski, Buckner, Alfonso, Niksich, Lenz, Sippel

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

**Discussion and possible action on establishing a 15 minute parking space in the 600 block of 3rd Street**

Gisselman read a letter received from Emily Voss and Mark and Paula Voss. The staff reports does not object to this request.

Rasmussen noted that we just went through a parking study and sweeping changes to make parking consistent. One of the main complaints from downtown business owners was that parking was inconsistent with 15 minutes in one area, 30 minutes in another, and two hours elsewhere. To create consistency, we changed to 2 hours. She believes people are misunderstanding parking. When one parks in a stall on 3rd Street they do not have to go to a kiosk and pay. They can park up to 2 hours for free. This does not mean someone trying to unload can't be in those spots. We had the inconsistent parking rules because every time someone came in with a request, Parking and Traffic would approve and CISM was on that track as well. We may need to reestablish a public education effort. Establishing a stall as a loading zone for suppliers would make sense but to change for customers does not make sense.

Thao likes standardization and also empathizes with businesses who are looking for convenience and the ability to provide a parking space for those who are quickly coming and going. The letter states support of "15 minute parking stall(s)". She questioned if they were looking for more than one space.

Blake Opal-Wahoske, Executive Director of the Wausau River District, 401 North 2nd Street, explained the request is for one spot. This came to light after standardizing 2 hour on-street parking. The issue businesses are running into is people staying for 1 to 2 hours and not having a spot with a high turnover. This is one of the only blocks on 3rd Street that does not currently have a 15 minute stall. Gisselman does not believe there is a 15 spot in the 400 block either. Wesolowski noted there are 2 in the 300 block, one on each end.

Thao asked if Opal-Wahoske has talked with other businesses in the 600 block. Opal-Wahoske has and stated Kevin Korpela of Downtown Grocery is in favor of having one spot. The River District is working on videos to help educate the community on parking. Rasmussen said the problem is that spaces do not cycle out fast enough and then we have store complaints. She thought all of the angle stalls went to 2 hour parking, other than handicap. Since we left some 15 minute stalls in place there is now a precedence. If the existing spaces are located at the ends of the block, it makes sense to stay consistent rather than adding a spot in the middle of the block. She feels the south end makes more sense as it is closer to Downtown Grocery and Voss.

Rasmussen moved to establish one 15 minute parking stall at the south end of the 600 block. Thao seconded.

Buckner feels it makes sense to have the space on one end of the block if businesses will be using it for loading and unloading. Then any off loading and loading would have some type of protection on one side of the car rather than having parking stalls on each side. He noted that the businesses using the 15 minute spot have to be aware of the no reparking rule.

Paula Voss stated her daughter owns Voss Studios and she owns Voss Holdings, the apartments above. Their situation is unique and parking has been a bit of a problem and will get worse as summer approaches. She feels if the 15 minute parking stall is by Back When, it does not help them. When they take their equipment offsite, they load up one to two cars taking ten trips. To haul down the block would be difficult. They have been parking between cars and loading for the last 7 years.

Rasmussen said if a spot is designated, they may come to use it and find other customers in it so it may not help anyway. Voss said at least there would be a 15 minute spot and they can drive around until it's open. It would help but they also worry about reparking. Rasmussen stated the answer to needing a spot multiple times a day is the parking lot to the south of Downtown Grocery or the lot next to Sweets on 3rd. There is no way to accommodate street parking with these unique needs. If we start tailoring parking to the needs of one property owner we will have the same request from others. Voss would hope everyone remains open enough to what the needs of the community are. Voss has been hearing from a lot of people who are no longer coming to downtown.

Thao asked Voss what her options or solutions would be. Voss currently parks and turns her flashers on hoping she will not get a ticket. They rent spots from the law firm, which is where they park 95% of the time, they just load their vehicles on the street. In a perfect world, she would have a parking pass to use when loading. Rasmussen noted that the parking utility only cycles through about once every two hours.

Thao said this system is relatively new and at this point we do not have enough analysis. This will be the first full year in place. She feels the best compromise is to have one stall. Buckner made a good point with the safety concern of having the space at the end of the block versus having cars on each side. After we finish the first full year, Thao thinks we will hear more from other businesses on the true impact. She understands this will not meet all of Voss's expectations, but asked to let this be a potential compromise and re-elevate it a year from now with. Voss said this will be good for others, especially Downtown Grocery. She will most likely continue to roll the dice as it will not be efficient to go to the end of the block for loading.

Alfonso asked if the alley behind the buildings is a public alley. Voss said the area is too tight and they want Evolutions to have that space. Lenz stated per the GIS map, this is not a public alley.

There being a motion and a second, motion to establish one 15 minute parking stall at the south end of the 600 block carried unanimously 3-0.

| Agenda Item No. 3 |
|---|

***STAFF REPORT TO CISM COMMITTEE – February 13, 2020***

| AGENDA ITEM |
|---|
| Discussion and possible action on establishing a 15 minute parking space in the 600 block of 3rd Street |
| **BACKGROUND** |
| Blake Opal-Wahoske, Executive Director of the Wausau River District, contacted Engineering and requested a 15 minute parking stall on the 600 block of N. 3rd Street, preferably in the middle of the block. A map is included for reference. There are 15 stalls on the west side of the 600 block of 3rd Street. It should be noted there are municipal lots on both ends of the block on the east side of 3rd Street. |
| **FISCAL IMPACT** |
| None. |
| **STAFF RECOMMENDATION** |
| Staff has no objection to the request. |
| Staff contact: Allen Wesolowski 715-261-6762 |

February 6th, 2020

Dear Capital Improvement Street Maintenance Committee,

We would like to express our support of the 15 minute parking stall(s) on the 600 block on Third Street. The change in parking has directly affected us and our clients. We are getting a lot of feedback from community members that are now avoiding Downtown Wausau due to the new parking regulations. We hope that the committee continues to listen to the feedback and make adjustments as necessary to maintain our vibrant downtown.

Due to the nature of our business, we frequently have to load and unload bulky carloads of equipment. We have definitely felt the impact of the new parking regulations and this will only increase as we move into six months of our busy season. We also have clients drop by the Studio to pick up packages and are struggling to find parking or to understand the parking regulations.

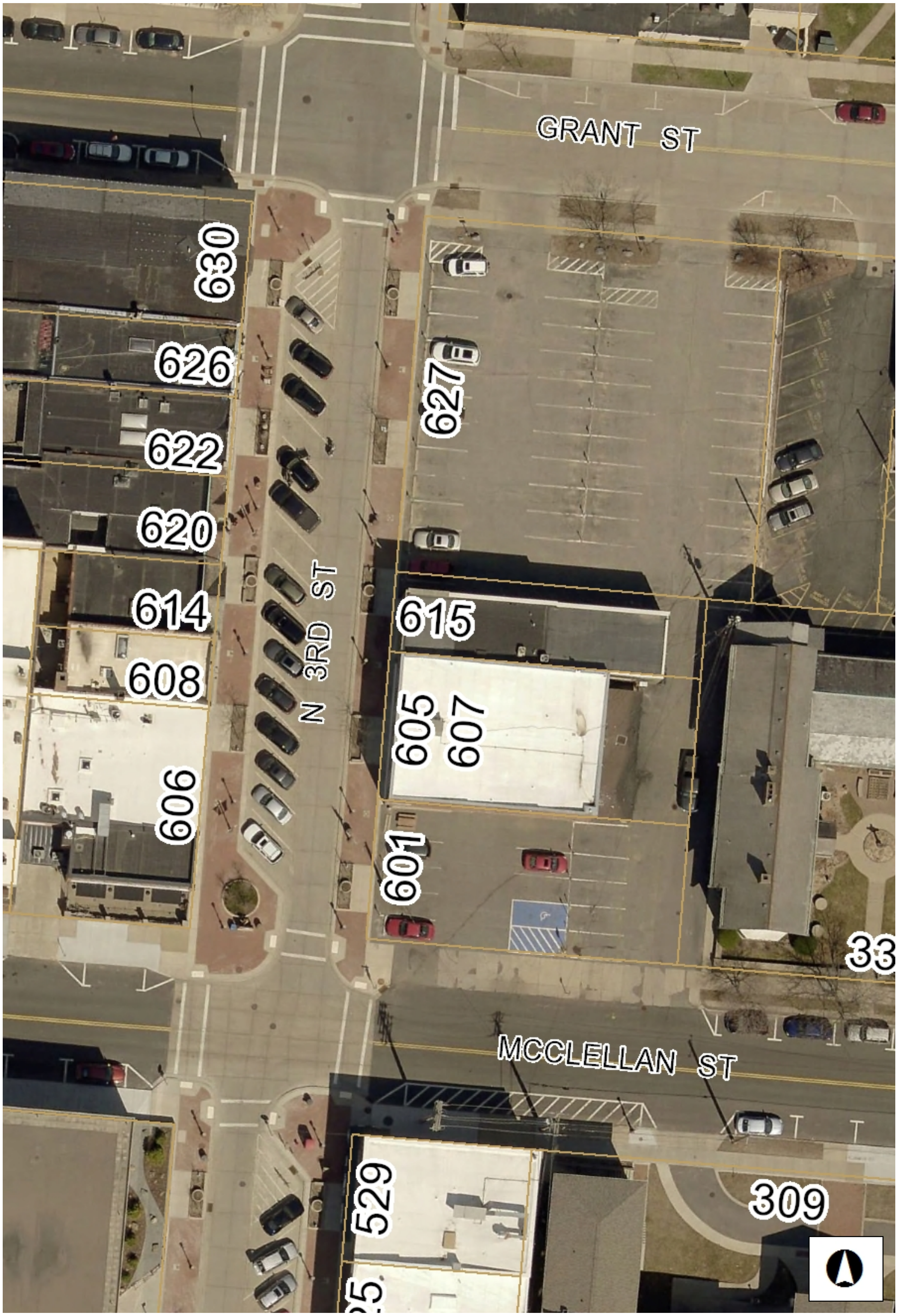
We feel, as the owners of VOSStudios and Voss Holdings, this is a step in the right direction and also encourage the committee to make further modifications as needed.

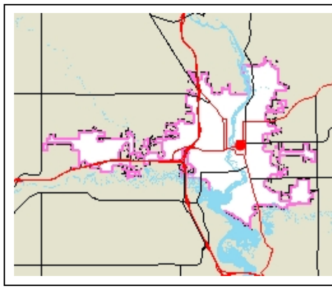
Sincerely,

Emily Voss
Owner of VOSStudios

Mark and Paula Voss
Owners of Voss Holdings

DPW Mapping System



**Legend**

- Parcel
- Section Line/Number
- Railroad
- Municipality

**Notes**

Map Created: 2/6/2020

25.00 0 25.00 Feet

DISCLAIMER: The information and depictions herein are for informational purposes and Marathon County-City of Wausau specifically disclaims accuracy in this reproduction and specifically admonishes and advises that if specific and precise accuracy is required, the same should be determined by procurement of certified maps, surveys, plats, Flood Insurance Studies, or other official means. Marathon County-City of Wausau will not be responsible for any damages which result from third party use of the information and depictions herein or for use which ignores this warning.

NAD_1983_2011_WISCRS_Marathon_Feet

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

# RESOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

Approving sale of 1328 Torney Avenue

| | |
|---|---|
| Committee Action: | Approved 4 - 0 |
| Fiscal Impact: | Sale of the property will result in an increase to tax base once property is developed |
| **File Number:** 20-0209 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| **COSTS** | *Budget Neutral* | Yes ☒ No ☐ | N/A – no costs | |
| | *Included in Budget:* | Yes ☐ No ☐ | | |
| | *One-time Costs:* | Yes ☐ No ☐ | | |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* | |
| | | | | |
| **SOURCE** | *Fee Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *Grant Financed:* | Yes ☐ No ☐ | *Amount:* | |
| | *Debt Financed:* | Yes ☐ No ☐ | *Amount* | *Annual Retirement* |
| | *TID Financed:* | Yes ☐ No ☐ | | |
| | *TID Source: Increment Revenue* ☐ *Debt Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

**WHEREAS**, the City of Wausau received 1328 Torney Avenue through Deed in Lieu of Foreclosure from the previous owner who had a Community Development Homeowner Rehabilitation loan on it due to the condition of the property and their inability to care for it;

**WHEREAS**, the City, in connection with the Department of Public Works demolished the building, removed the debris and foundation, and performed final clean-up of the lot to make it ready for redevelopment/resale;

**WHEREAS**, through the City's Property Disposition Program this property was targeted as a Redevelopment Property and was marketed according to the Property Disposition Program guidelines;

**WHEREAS**, an offer has been received from Habitat for Humanity of Wausau for the purchase of the lot for $2,000 for an upcoming new single family home, built through Habitat for Humanity, and to be sold to an approved Habitat for Humanity family;

**WHEREAS**, The Economic Development Committee recommends to sell this property to Habitat for Humanity of Wausau in the amount of $2000.00 with Habitat for Humanity of Wausau assuming any closing costs;

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau hereby approves the sale of 1328 Torney Avenue to Habitat for Humanity of Wausau for the sales price of $2000 with Habitat for Humanity to assume all closing cost;

**BE IT FURTHER RESOLVED** that the appropriate City officials are hereby authorized and directed to execute the necessary real estate documents for the conveyance of 1328 Torney Avenue to Habitat for Humanity of Wausau.

Approved:

____________________________________

Robert B. Mielke, Mayor

## ECONOMIC DEVELOPMENT COMMITTEE

| | |
|---|---|
| Date and Time: | Tuesday, February 4, 2020 at 5:15 p.m., Council Chambers |
| Members Present: | Tom Neal (c), Gary Gisselman, Patrick Peckham, Lisa Rasmussen and Michael Martens |
| Others Present: | Chris Schock, Anne Jacobson, Brad Lenz, Robert Mielke, Tammy Stratz and Michelle Van Krey |

In accordance with Chapter 19, Wisc. Statutes, notice of this meeting was posted and sent to the Daily Herald in the proper manner.

The Economic Development Committee meeting was called to order by Neal at 5:15 p.m.

### #2 Discussion and Possible Action on the Property Disposition application received for the property at 1328 Torney Avenue

Tammy Stratz, Community Development Manager, explained the property disposition program in which the city has vacant lots available for sale. Habitat for Humanity has made an offer of $2,000 on the lot located at 1328 Torney Avenue to build a house. Neal asked if this offer was on par with previous offers made by Habitat for Humanity. Stratz explained that this offer is actually higher than previous lots the city has sold or transferred to Habitat for Humanity.

*Motion by Rasmussen, second by Martens to move forward as proposed.*

*Motion passed 5-0.*

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

# RESOLUTION OF THE COMMON COUNCIL

Supporting our Hmong/Lao Community and Opposing Federal Deportation of Hmong/Lao residents to Laos

| | |
|---|---|
| Committee Action: | Pending |
| Fiscal Impact: | None |
| **File Number:** | 20-0206 |
| **Date Introduced:** | February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | |
|---|---|---|---|
| COSTS | *Budget Neutral* | Yes ☒ No ☐ | |
| | *Included in Budget:* | Yes ☐ No ☐ | *Budget Source:* |
| | *One-time Costs:* | Yes ☐ No ☐ | *Amount:* |
| | *Recurring Costs:* | Yes ☐ No ☐ | *Amount:* |
| | | | |
| SOURCE | *Fee Financed:* | Yes ☐ No ☐ | *Amount:* |
| | *Grant Financed*: | Yes ☐ No ☐ | *Amount:* |
| | *Debt Financed*: | Yes ☐ No ☐ | *Amount* *Annual Retirement* |
| | *TID Financed*: | Yes ☐ No ☐ | *Amount:* |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | |

# RESOLUTION

**WHEREAS**, Wisconsin is home to over 49,000 Hmong and Lao residents; and

**WHEREAS**, Wausau is home to over 4,000 Hmong and Lao residents as of the 2010 Census; and

**WHEREAS**, many Hmong and Lao soldiers fought alongside United States soldiers in the Secret War in Laos during the Vietnam War; and

**WHEREAS**, our Hmong and Lao allies subsequently faced retaliation in Laos for their cooperation with the United States after the end of the Vietnam War; and

**WHEREAS**, the United States offered protection to its Hmong and Lao allies after the war, allowing many Hmong refugees to resettle in the United States; and

**WHEREAS**, these Hmong and Lao refugees have made their homes in Wisconsin and Wausau, raising families, working, starting businesses, living, and going to school here for several decades; and

**WHEREAS**, nearly 4,800 Hmong and Lao individuals across the country have been served deportation orders issued by the U.S. Federal government; and

**WHEREAS**, approximately 300 Hmong and Lao Wisconsin residents have been served deportation orders by the U.S. Federal government, at least 250 of whom have lived in the United States at least 10 years; and

**WHEREAS**, Hmong and Lao refugees have long-established roots in Wisconsin and many have no family ties in Laos; and

**WHEREAS**, Hmong and Lao refugees face the danger of marginalization, violence or death in Laos; and

**WHEREAS**, the City of Wausau asserts that all refugees and immigrants should be treated with dignity, care, and respect; and

**WHEREAS**, current and past generations of refugees and immigrants have helped build Wausau and make it the great city that it is, bringing economic development, vibrancy and cultural diversity; and

**WHEREAS**, the City of Wausau reaffirms its goal as a welcoming city for immigrants, refugees, and newcomers from all over the world.

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Wausau strongly opposes the deportation and repatriation of Hmong and Lao residents of Wausau to Laos, as well as deportation of Hmong and Lao refugees throughout the United States which have been issued by the U.S. Federal government and directs the City Clerk to send copies of this resolution to the local legislatures, Governor Evers, the Wisconsin League of Municipalities and our local U.S. representatives and senators.

Approved:

____________________________________

Robert B. Mielke, Mayor

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

# RESOLUTION OF THE FINANCE COMMITTEE

Authorizing acquisition of 117 and 119 E. Chellis Street and related budget modification

| | |
|---|---|
| Committee Action: | Approved 5-0 |
| Fiscal Impact: | $32,000 |
| **File Number:** 20-0210 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | |
|---|---|---|---|
| COSTS | *Budget Neutral* | Yes☐No☒ | |
| | *Included in Budget:* | Yes☐No☒ | *Budget Source: Capital Reserves* |
| | *One-time Costs:* | Yes☒No☐ | *Amount:* |
| | *Recurring Costs:* | Yes☐No☒ | *Amount:* |
| | | | |
| SOURCE | *Fee Financed:* | Yes☐No☒ | *Amount:* |
| | *Grant Financed:* | Yes☐No☒ | *Amount:* |
| | *Debt Financed:* | Yes☐No☒ | *Amount* *Annual Retirement* |
| | *TID Financed:* | Yes☐No☒ | *Amount:* |
| | *TID Source: Increment Revenue* ☐ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | |

# RESOLUTION

**WHEREAS**, the City of Wausau has an opportunity to acquire property for public use at 117 and 119 E. Chellis Street; and

**WHEREAS**, the city would like to utilize this property to expand the yard waste site; and

**WHEREAS**, your Finance Committee, at their November 26, 2019 meeting, approved the acquisition of the subject property and recommended an offer price of $32,000; and

**WHEREAS**, a phase I environmental has been completed with no issues and no additional environmental work required; and

**WHEREAS**, your Finance Committee, at their February 25, 2020 meeting, has reviewed and recommends a budget modification for the purchase of 117 and 119 E. Chellis Street:

| | | | |
|---|---|---|---|
| Increase | 150-231098301 | Land | $32,000 |

**NOW, THEREFORE, BE IT RESOLVED** that the Common Council of the City of Wausau authorizes and directs staff to execute the necessary documents to administer the acquisition of the property located at 117 and 119 E. Chellis Street.

**BE IT FURTHER RESOLVED** that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

________________________________
Robert B. Mielke, Mayor

**FINANCE COMMITTEE**
Date and Time: Tuesday, November 26, 2019 @ 5:15 pm., Council Chambers
Members Present: Rasmussen, Smith, Martens, Nutting, Lawrence
Others Present: Groat, Barnes, Barteck, Kujawa, Mielke, Miller, Goede, Hanson, Lindman

**Discussion and possible action on the purchase of 117 E and 119 E Chellis Street for $32,000**
Lindman explained the property owner approached him regarding selling these two properties to the city to expand the yard waste site. One property is vacant and the other one has a house and garage on it. He stated the city looked at how to expand the yard waste site about four years ago. The site is used eight to nine months out of the year which is very beneficial to the city and the citizens. He indicated it is a reasonable price for the property and if approved, DPW will demolish the buildings and the land will be vacated.

Nutting questioned with this expansion what they would do for a buffer between it and the next neighbors over. Lindman responded they have not looked at that yet, but it could be a screening type fence or a wall.

Motion by Nutting, second by Lawrence to approve the purchase of 117 and 119 E Chellis Street for $32,000. Motion carried 5-0.

**CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403**

## RESOLUTION OF THE FINANCE COMMITTEE

Approving alleged claim on excessive assessment – Walgreen Co. (504 S. 17th Avenue) and related budget modification

| | |
|---|---|
| Committee Action: | Pending |
| Fiscal Impact: | Requested refund of $22,905.00 |
| **File Number:** 08-0406 | **Date Introduced:** February 25, 2020 |

| FISCAL IMPACT SUMMARY | | | | |
|---|---|---|---|---|
| COSTS | *Budget Neutral* | Yes☐ No☒ | | |
| | *Included in Budget:* | Yes☐ No☒ | *Budget Source:* | |
| | *One-time Costs:* | Yes☒ No☐ | *Amount:* $22,905.00 | |
| | *Recurring Costs:* | Yes☐ No☒ | *Amount:* | |
| | | | | |
| SOURCE | *Fee Financed:* | Yes☐ No☒ | *Amount:* | |
| | *Grant Financed:* | Yes☐ No☒ | *Amount:* | |
| | *Debt Financed:* | Yes☐ No☒ | *Amount* | *Annual Retirement* |
| | *TID Financed:* | Yes☒ No☐ | *Amount:* $22,905.00 TID 6 | |
| | *TID Source: Increment Revenue* ☒ *Debt* ☐ *Funds on Hand* ☐ *Interfund Loan* ☐ | | | |

# RESOLUTION

**WHEREAS**, the parties entered into a Settlement Agreement on April 26, 2019, for tax years 2015 through 2018 which was approved by Council on April 23, 2019; and

**WHEREAS**, the Agreement also provided that Walgreens agrees that it would not file an objection to the 2019 assessment of the property provided the assessed value was $2,900,000 or lower. In the event the 2019 assessment exceeded this amount, then Walgreens would have the right to file a claim for refund for any taxes paid with respect to the 2019 assessment in excess of $2,900,000 and the City would grant any such claim for refund; and

**WHEREAS**, the assessed value of the property for 2019 was set higher than $2,900,000; and

**WHEREAS**, Walgreen Co. appealed the 2019 assessment of the real property located at 504 S. 17th Avenue (PIN 291.2907.341.0838) to the Board of Review; and

**WHEREAS**, a Request for Waiver of Board of Review Hearing was submitted; and

**WHEREAS**, your Board of Review, at their May 22, 2019 meeting, approved the waiver; and

**WHEREAS**, on January 28, 2020, Walgreen Co. served on the clerk a claim on excessive assessment pursuant to Section 74.37, Wisconsin Statutes and timely paid the first authorized installment of the tax for which the claim is filed; and

**WHEREAS**, pursuant to said claim, Walgreen Co. is requesting that the amount of general property tax imposed because the assessment of their property was excessive, be refunded in the amount of $22,905.00; and

**WHEREAS**, city staff has reviewed the claim and recommends that the claim be allowed as required by the Settlement Agreement; and

**WHEREAS**, your Finance Committee, on February 25, 2020, considered the matter and recommends that the claim be allowed and a budget modification for payment of the claim:

| | | | |
|---|---|---|---|
| INCREASE | 144-344097410 | Claim Payments | $22,905.00 |

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Wausau that the claim of Walgreen Co. filed with the city clerk on January 28, 2020, for excessive assessment of the real property located at 504 S. $17^{th}$ Avenue (PIN 291.2907.341.0838) is hereby approved.

**BE IT FURTHER RESOLVED** that the proper city officials modify the budget as presented above and publish the budget modification in the official city newspaper.

Approved:

__________________________________
Robert B. Mielke, Mayor

Reinhart
Attorneys at Law

Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

RECEIVED
JAN 28 2020
CITY OF WAUSAU
CITY CLERK

Personally Served 1:50 PM

cc: Assessment Attorney

January 27, 2020

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

1/28/2020

## CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Mary Goede, Clerk
City of Wausau
407 Grant Street
Wausau, WI 54403-4737

Dear Clerk: Re: Tax Parcel No. 291-2907-341-0838

Now comes Claimant, Walgreen Co., tenant of parcel 291-2907-341-0838 (the "Property") in Wausau, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Wausau (the "City"), pursuant to Wis. Stat. § 74.37.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2019, plus statutory interest, with respect to the Property.

2. Claimant is the tenant of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 407 Grant Street in the City.

4. The Property is located at 504 S. 17th Avenue within the City and is identified in the City's records as Tax Parcel No. 291-2907-341-0838.

5. For 2019, property tax was imposed on property in the City at the rate of $26.94719 per $1,000 for of the assessed value for Property.

7. For 2019, the City's assessor set the assessment of the Property at $3,750,000.

8. Claimant appealed the 2019 assessment of the Property by filing a timely objection with the City's Board of Review pursuant to Wis. Stat. § 70.47 and otherwise complying with all of the requirements of Wis. Stat. § 70.47, except Wis. Stat. § 70.47(13).

9. By virtue of hearing waiver pursuant to Wis. Stat. § 70.47(8m) the Board of Review sustained the 2019 assessment on the merits without hearing at $3,750,000.

10. The City imposed tax on the Property in the amount of $101,051.98.

11. Claimant timely paid the property taxes imposed by the City on the Property for 2019, or the required installment thereof.

12. Pursuant to a Settlement Agreement dated April 30, 2019, the City reduced the assessment of the Property to $2,900,000 for 2019 (see the attached Settlement Agreement, paragraph 3).

10. Based on the above mill rate and the reduced assessment for 2019, the taxes that should have been levied against the Property were $78,147.

11. Claimant is entitled, therefore, to a refund in the amount of $22,905 for 2019.

12. The City shall issue a refund in the amount $22,905 payable to Walgreen Co. and remitted to Reinhart Boerner Van Deuren s.c. the Agent for the Claimant at 22 East Mifflin Street, Suite 700, Madison, Wisconsin 53703.

13. Dated at Madison, Wisconsin, this 27th day of January, 2020.

Sincerely yours,

Don M. Millis
Agent for Claimant

EJOHNSON/42917778

## SETTLEMENT AGREEMENT

This Agreement is between Walgreen Co. ("Walgreens"), a corporation organized and existing under the laws of the State of Illinois and registered and authorized to conduct business in the State of Wisconsin, and the City of Wausau, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 504 South 17th Avenue, Tax Parcel No. 291-2907-341-0838 within the City.

(b) "Cases" means the actions pending in the circuit court for Marathon County, Wisconsin titled *Walgreen Co. v. City of Wausau*, Case Nos. 15-CV-855 and 18-CV-594.

(c) "Court" means the Circuit Court for Marathon County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to Walgreen Co., or to another account designated by Walgreens in writing, pursuant to Wis. Stat. § 74.37, in the amount $61,375.59 for 2015, $18,640.54 for 2016, $19,236.03 for 2017 and $22,588.52 for 2018 for a total of $121,840.68 as a refund of property taxes previously paid by or billed to Walgreens based on the property tax assessments of the Property for the tax years 2015 through 2018. The check for the refund shall be delivered to Walgreens' undersigned counsel at 22 East Mifflin Street, Suite 700, Madison, WI 53703. The parties agree that no portion of this amount constitutes interest.

3. 2019 Assessment. Walgreens agrees that it will not file an objection to the 2019 assessment of the Property provided the assessed value is $2,900,000 or lower. In the event the 2019 assessment exceeds this amount, then Walgreens shall have the right to file a claim for refund for any taxes paid with respect to the 2019 assessment in excess of $2,900,000 and the City shall grant any such claim for refund. The parties agree that the Court shall retain jurisdiction to enforce this Section 3.

4. Waiver of Costs. Each party waives all claims for costs and or interest.

5. Time of Payments. The City shall pay the refund of tax for the 2015, 2016, 2017 and 2018 tax years in full, as provided in Section 2 of this Agreement, within 45 days of the date this Agreement is signed by both parties.

6. Obligation to Assist. Walgreen's shall cooperate with the City of Wausau and provide reasonable assistance, as needed, to enable the City to charge back a portion of the refund amounts as applicable under Wis. Stat. Sec. 74.41.

7. Stipulation for Dismissal. No later than ten days after Walgreens' counsel

receives payment in full of the refund of taxes provided in Section 2 of this Agreement, the parties shall (a) enter into a stipulation, attached hereto as Exhibit A, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

8. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

9. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

10. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

11. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

12. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its interpretation; and (b) the parties shall attempt in good faith to resolve the dispute. The parties agree that the Court retains jurisdiction to enforce this Agreement and that a party may ask the Court to enforce this Agreement by filing motions in these Cases and serving the same on the other party.

13. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

14. No Assignment or Transfer. Walgreens represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in these Cases.

15. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Cases.

16. Use of this Agreement. This Agreement shall not be filed with the Court in these

Cases or in any other case or proceeding, except for the purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in the lawsuit or in any future judicial or administrative proceeding and shall not be offered as evidence or presented by any Party in the Lawsuit or any future judicial or administrative proceeding, except for the purpose of enforcing this Agreement.

17. No Admissions of Liability or Concerning Assessments or Fair Market Value. This Agreement is the settlement of disputed claims. By entering into this Agreement, the City does not admit any liability to Walgreens for any of the claims asserted in the Case or Walgreens's objections to the assessments, and the payments made under this Agreement shall not be construed as an admission of any such liability. Except as explicitly provided herein, neither Party makes an admission about the assessments or the fair market value of the Property as of January 1, 2015, January 1, 2016, January 1, 2017 and January 1, 2018 or any other date nor any other admission concerning the assessment of Walgreens's property. In addition, none of the agreed upon value or assessment as of January 1, 2015, January 1, 2016, January 1, 2017 and January 1, 2018 shall be admissible in any proceeding or assessment challenge in any subsequent year.

18. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.

19. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

20. Authorization to Sign Agreement: Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

21. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

Dated: April 26, 2019.

**WALGREEN CO.**

BY: Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, WI 53703

Don M. Millis
State Bar ID No. 1015755
Jessica Hutson Polakowski
State Bar ID No. 1061368
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn B. Lovell
State Bar ID No. 1079801

Dated: April 30, 2019.

**APPROVED AS TO FORM**

BY: Stafford Rosenbaum LLP
1200 N. Mayfair Road, Suite 430
Marathon, WI 53226

Susan K. Allen
State Bar ID No. 1056757

Dated: April 30, 2019.

**CITY OF WAUSAU**

By: Robert B Mielke

41203341

CONTRACT RENEWAL FOR

THE 2016 – 2020

ASSESSMENT SERVICES

OF REAL AND PERSONAL PROPERTY

IN THE

CITY OF SCHOFIELD

MARATHON COUNTY, WISCONSIN.

Return Signed Proposal To:

CITY OF WAUSAU

ANNE JACOBSON – CITY ATTORNEY

407 GRANT STREET

WAUSAU, WI 54403

# ASSESSMENT SERVICES CONTRACT

THIS AGREEMENT by and between CITY OF WAUSAU hereinafter called the "Assessor," and the CITY OF SCHOFIELD, MARATHON COUNTY, WISCONSIN, hereinafter called the "Municipality" pursuant to Wisconsin Statutes 66.0301(2), this Agreement is an intergovernmental cooperative agreement between the two stated municipalities for the receipt by the City of Schofield and the providing of services by the City of Wausau through its Assessment Department, of full assessment services for the length of time specified in the contract. WITNESSETH: The Assessor and Municipality for the consideration stated herein agree as follows:

## ARTICLE I

**Section I**

SCOPE OF WORK: The assessor, having become familiar with the local conditions affecting the cost of the work, and the Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes (Specifications), hereby agrees to perform everything required to be performed and to complete in a professional manner all of the work required to assess the real and personal property of the Municipality as of January 1, of each of the contract years 2016 - 2020 in accordance with applicable Wisconsin Statutes and this contract, and other documents constituting a part hereof. Included within the Scope of Work is one Revaluation of all properties within the Municipality, which shall be completed no later than 2020, and shall include any Board of Review hearings which shall be subject to Article II. Section III(1).

**Section II**

VALUATION: For the valuation of residential and agricultural properties, the appraiser shall use a Computer Assisted Appraisal System:

- Sungaard Hte Appraisal Plus, Version 8.0.2.0.02*
- Marshall & Swift Commercial Cost Estimator
- NADA Manufactured Housing Cost Software

For the valuation of commercial properties, the appraiser shall use a Computer Assisted Appraisal System:

- Sungaard Hte Appraisal Plus, Version 8.0.2.0.02*
- Marshall & Swift Commercial Cost Estimator

**The City of Wausau – Assessment Department has contracted with Vision Government Solutions to provide advanced CAMA software. This new software will continue to provide all services required per the terms of this contract with no additional cost to Municipality.*

For the valuation of personal property, the appraiser shall follow procedures outlined in Volume 1 of the Wisconsin Property Assessment Manual.

# ARTICLE II

COMPENSATION: The Municipality shall pay to the Assessor for the performance of this contract the following compensation:

**Section I**

For assessment services of real estate and personal property as per the Specifications for Assessment the base compensation of EIGHTEEN THOUSAND Dollars ($ 18,000.00) per assessment year, such amount based on the following counts obtained from the last Assessment Roll(s).

Totals from 2015 Assessment Roll:

| | Assessment Roll(s) |
|---|---|
| Residential Parcels | 792 |
| Commercial Parcels | 212 |
| Other Parcels | N/A |
| Total Parcels | 1004 |
| REAL ESTATE PARCEL COUNT (includes Private Forest Crop and Managed Forest land Parcels) | 1004 |
| Personal Property Count | 243 |
| Mobile Home Parcel Count (Vacant and Improved) | 69 |
| TOTAL (w/o Manufacturing) | 1316 |

## Section II

For the providing of additional services required by the Supplemental Specifications described in the Addenda, total compensation shall be included in Article II, Section I compensation.

| ADDENDA NO. | SUPPLEMENTAL SPECIFICATIONS (Brief Description) | COMPENSATION |
|---|---|---|
| 1. | Entry of the Manufacturing assessment roll into the Marathon County Land Records Systems when received from the Department. | Included per Article II, Section I |
| 2. | The minimum number of days for open book referred to in the Specifications, Par. 24 (d) to be held in the meeting space provided per Par. 32 of the Specifications shall be 2 days. | Included per Article II, Section I |

Total Base Compensation summarized as follows:

| | |
|---|---|
| Article II, Section I . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 18,000.00 per Assmt year |
| Article II, Section II . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | INCLUDED |
| Total . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . | $ 18,000.00 per Assmt year |

SECTION III

For the providing of services described below the following compensation:

1. For attendance at all meetings of the Board of Review beyond the first 2 scheduled hours the Assessor shall be paid per hour to explain and defend the assessed values and to testify under oath in regard to such values.

$ 75.00 per hour

2. For furnishing testimony in defense of the value established by the assessment maintenance on appeals to the Department of Revenue or the courts as required in the Specifications, Para. 26. The Assessor shall be paid a four-hour minimum per day.

$ 75.00 per hour

3. For the correction of legal descriptions as provided in the Specifications, Para. 15.

$ 0.00 per correction

4. For additional real estate parcels, both vacant and improved, in excess of those stated in Article II, Section I of the Contract, due to annexations, omitted property, new plats, and land splits.

$ 0.00 per parcel

5. For additional personal property accounts in excess of those stated in Article II, Section I.

$ 0.00 per account

6. For additional mobile home parcels, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, in excess of those stated in Article II, Section I of the Contract.

$ 0.00 per parcel

## ARTICLE III

GENERAL AGREEMENTS:

1. If Assessor contract is accepted, a 100% performance bond must be furnished in an amount equal to the sum of Section I and II, Article II of the contract from a Surety licensed to do business in the State of Wisconsin. Such bond shall be filed within thirty (30) days after the award of the contract and no work shall be performed prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable. Such performance bond or letter of credit must cover the entire length of the contract, including any approved extensions.
2. Work will start upon filing of a performance bond or bank letter of credit with the Municipality and be contingent upon the approval of the common council of the Assessor and shall be completed upon adjournment of the Board of Review of the 2020 assessment year.
3. The Municipality reserves the right to reject any or all proposals.
4. Assessor agrees to complete a REVALUATION as described by the Wisconsin Property Assessment Manual during one of the five years of this contract.
5. Payments required per the Specifications, Para. 43 shall be made payable as follows or as otherwise invoiced: CITY OF WAUSAU – TREASURER, 407 GRANT STREET, WAUSAU, WI 54403.

## ARTICLE IV

COMPONENT PARTS OF THIS CONTRACT:

This contract consists of the following component parts:

1. Contract Renewal for the 2016-2020 Assessment Services of Real and Personal Property in the City of Schofield, Marathon County, Wisconsin.
2. Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes.

Dated this 10 day of November, 2015.

CITY OF SCHOFIELD
SCHOFIELD, WISCONSIN

By: Kregg Hoehn

Name: KREGG HOEHN

Title: MAYOR

By: Lisa Quinn

Name: LISA QUINN

Title: CITY CLERK/TREASURER

CITY OF WAUSAU
ASSESSMENT DEPARTMENT
WAUSAU, WISCONSIN

By: James E. Tipple

Name: JAMES E. TIPPLE

Title: MAYOR

By: Toni Rayala

Name: TONI RAYALA

Title: CITY CLERK

# Specifications for Assessment of General Property Pursuant to Chapter 70, Wisconsin Statutes

*These specifications shall be used for assessment work performed under ss. 70.055, s. 70.75(1) and 70.75(3)*

## DEFINITIONS

1. "Assessor" shall mean the City Assessor employed by the City of Wausau together with the designated staff employed by the City of Wausau Assessment Department and shall be responsible for the overall assessment function.

2. "Manual" shall mean the "Wisconsin Property Assessment Manual," Volumes I and II, prepared and issued by the Wisconsin Department of Revenue for the State of Wisconsin together with all material designated by the Department as being part of or supplemental to the Property Assessment Manual.

3. "Parcel" means an individual legal description for a tract of land and shall include not only the land itself but all buildings and improvements thereon.

4. "Real Estate Parcel Count" shall mean the total number of individual real estate descriptions assessed locally on the municipality's real estate assessment roll for the assessment year specified in Article II, Section I of the contract.

5. "Personal Property Count" shall mean the total number of completed personal property lines or accounts listed in the municipality's personal property assessment roll for the assessment year specified in Article II, Section I of the contract.

5a. "Mobile Home Parcel Count" shall mean the total number of individual mobile home lots, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, listed for the assessment year specified in Article II, Section I of the contract.

6. "Major Building" shall mean any and all houses on residential parcels, the buildings representing the major use of commercial parcels, and any and all houses on agricultural land.

7. "Property Record Cards" shall mean the current versions of the residential, agricultural and other, and commercial property record cards or equivalents, approved by the Department of Revenue and used for the purpose of making a record to support and substantiate the value conclusion for each parcel. A state-approved property record card should be maintained on every parcel of property in the municipality.

8. "Local Modifier" shall mean that mathematical factor necessary to convert the basic cost estimate derived from the Wisconsin Property Assessment Manual or other cost manual to current cost in the municipality.

9. "Municipality" shall mean the City of Schofield, in which general property taxes are levied and collected.

10. "Department" shall mean Department of Revenue, Bureau of Equalization, 2135 Rimrock Rd., PO Box 8971, Madison, Wisconsin 53708-8971.

## AGREEMENTS – ASSESSOR

Scope of Service Assessor to Provide

11. **CONFORMANCE TO STATUTES.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.

12. **OATH OF OFFICE.** The assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. The oath shall conform to Section 19.01 and be filed with the municipal clerk prior to undertaking any of said duties.

13. **PERSONNEL** (a) All personnel providing services shall be currently certified in compliance with s. 70.055 and 73.09 and the administrative rules prescribed by the Department.

    (b) The assessor shall review any complaint relative to the conduct of his employee(s). If the municipality deems the performance of any of the assessor's employees to be unsatisfactory, the assessor shall, for good cause, remove such employee(s) from work upon written request from the municipality, such request stating reasons for removal.

    (c) Prior to commencing the contract the assessor shall file with the municipal clerk names of all employees to be performing work and the type of work to be performed by each, excepting non-appraisal office clerical help. All persons on file are to carry an up-to-date identification card and a letter of introduction from the municipality or the Department when the Department is supervising the assessment.

14. **ASSESSMENT MANUAL.** The assessor shall make all assessments in accordance with the property assessment manual as specified in sections 70.32 and 70.34.

15. **ACCURATE PARCEL IDENTIFICATION.** The assessor shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, the assessor shall correct or cause the same to be corrected. Additional compensation, if any, shall be as specified in Article II, Section III of the contract.

16. **PREPARATION OF RECORD CARDS.** (a) The assessor shall prepare individual record cards and computer-generated data sheets for each parcel to be assessed on forms currently approved by the Department. If the assessor and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon Department approval.

    (b) Record cards shall be completed for each parcel, labels with the property owners name and address as provided in Section 70.17, and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

(c) Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and other improvements. All information relating to improvements shall be obtained and shown as provided on the respective forms.

(d) Maintain all assessment records in an electronic format as required by the Department. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format.

17. **APPROACHES TO VALUE.** (a) The assessor shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property.

(b) The assessor shall collect and analyze all available sales data for the municipality in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the municipality. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the municipality.

(c) Sales analysis shall include sales identified on a map, analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field a sale and measure and list the improvements of the properties that have sold.

(d) In valuing income producing properties, where appropriate, the assessor shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be documented and records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market.

18. **IMPROVEMENTS – DATA COLLECTION.** (a) The assessor shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.

(b) The assessor shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other. The assessor will make available all photos to the municipality to include as part of its Emergency Management Initiative, if such Initiative has been initiated.

(c) Upon discovery or notice of changes made to major buildings of each class of improvements, the assessor shall inspect the interior and exterior of such buildings when necessary, so as to note the features on the property record card, and shall provide an accurate and complete listing for each improvement based on the actual view or the best information the assessor can practicably obtain.

(d) For a Full Revaluation of all properties within the municipality, the assessor shall endeavor to inspect the interior and exterior of all major buildings of each class of improvements, unless recently inspected under 18(c), so as to note the features on the property record card, and shall provide an accurate and complete listing for each improvement based on the actual view or the best information the assessor can practicably obtain.

(e) The date of inspection or listing of all major buildings shall be indicated on the record cards.

(f) Upon failure to gain entrance to a major building after reasonable attempt, the assessor shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.

(g) If the assessor's request to inspect a major building is refused by the owner or occupant, the assessor shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local board of review and further appeal avenues; should the requests to inspect major buildings be denied, the assessor shall list and value the improvements according to the best information practicably obtainable.

19. **IMPROVEMENT VALUATION – COST APPROACH.** (a) The assessor shall value improvements in accordance with Wisconsin Property Assessment Manual, using generally acceptable appraisal practices and cost manuals.

(b) In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the Department, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.

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

(d) In using the cost approach for commercial improvements proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.

(e) Current local modifiers and costs shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.

(f) All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be documented and deducted from current replacement costs.

(g) All improvements shall be valued at market value as of January 1.

(h) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, and completing all necessary forms in relation thereto.

(i) The Assessor shall value mobile homes subject to the monthly mobile home parking permit fee and perform other duties specified in s. 66.0435 where necessary.

20. **DATA COLLECTION – LAND.** (a) The assessor shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location. This information shall include a land sketch.

(b) The assessor shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the assessor shall become familiar with land values throughout the municipality.

21. **VALUATION – LAND.** (a) Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped land and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per s. 70.32(4), WI Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per s. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the municipality.

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

(c) Having determined basic unit values the assessor shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.

(d) For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the municipality.

(e) A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the municipality.

22. **VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY.** (a) Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the Wisconsin Property Assessment Manual.

(b) The assessor shall compile an updated list of all personal property accounts in the municipality. Such list shall be reviewed to ensure that all accounts have been discovered.

(c) To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in Section 70.35. Such forms shall be mailed or delivered to property owners by the assessor.

(d) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto.

(e) All forms used in the valuation of personal property shall be approved by the Department and shall be returned to the municipality at the end of the contract.

23. **FINAL FIELD REVIEW.** Prior to the open book conference, the assessor shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.

24. **OPEN BOOK CONFERENCE.** (a) Upon completion of the assessor's review of assessments and prior to the completion of the assessment rolls, the assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values.

(b) The municipality shall designate the place for open book conferences with both the municipality and assessor mutually agreeing upon the date(s) and hours.

(c) The assessor shall send a notice by first class mail to each property owner at the last known mailing address as required under s. 70.365. Expenses related to the notices, including form supply, preparation of the forms, and postage, shall be paid by the assessor.

(d) The minimum number of days for open book conferences shall be set by the municipality, the number of days being specified in the addenda.

(e) Open book conferences shall be held within the completion date specified in the contract. In the event the municipality requests that the open book conferences be held at a date beyond the contracted completion date, and provided the assessor agrees to such, the contract shall be extended commensurate with the lapse of days between the originally contracted completion date, and the revised date for open book conferences. Such extension shall be in writing and signed by both the municipality and the assessor.

25. **COMPLETION OF ASSESSMENT ROLL.** The Assessor shall be responsible for the proper completion of assessment rolls according to current statutes. The assessor shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by the assessor. For computer prepared assessment rolls, it shall be sufficient for the assessor provide a list of all assessments at market value in the format required for data entry.

26. **BOARD OF REVIEW: SUBSEQUENT APPEARANCES.**
(a) The assessor and/or responsible member(s) of the assessor's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Compensation shall be as specified in the contract.

(b) In the event of appeal to the Department or to the courts, it is agreed that the assessor and/or qualified representative(s) shall be available upon written request from the municipality to furnish testimony in defense of the values established by the assessment in all cases which might arise within one (1) year of the completion date specified for the assessment. Compensation shall be as specified in the contract.

## GENERAL AGREEMENTS

27. **INSURANCE – LIABILITY.** (a) The assessor shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the assessor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality with the Municipality as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums. Limits of liability shall not be less than:

| | | | |
|---|---|---|---|
| **General Liability:** | | | |
| Bodily Injury | Per Person . . . . . . . . . . . . . | $ | 500,000 |
| | Per Occurrence . . . . . . . . . | $ | 1,000,000 |
| Property Damage | Each Occurrence . . . . . . . . | $ | 250,000 |
| **Comprehensive Auto Liability Including:** | | | |
| Non-Ownership Coverage | | | |
| | Each Person . . . . . . . . . . . | $ | 100,000 |
| | Each Occurrence . . . . . . . . | $ | 300,000 |
| Property Damage | Each Occurrence . . . . . . . | $ | 50,000 |

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

28. **VALUABLE PAPER.** (a) Assessor agrees to cover loss of municipality's records withdrawn from municipality for assessor's use as well as assessor's records in process under these agreements which are in possession of the assessor.

(b) The assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in office space supplied by municipality.

29. **PUBLIC RELATIONS.** (a) During the course of the assessment the assessor shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the municipality to actively participate.

(b) The assessor agrees to meet upon request, with the governing body of the municipality to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.
(c) The assessor agrees to respond to all assessment inquiries within one business day.

(d) The assessor agrees to provide an internet link for placement on the municipalities "Assessor's Information" webpage which would direct users to an "Assessment Search" feature to view property assessment data.

30. **INFORMATION TO THE DEPARTMENT.** The assessor shall complete and submit to the Supervisor of Equalization: (a) the Municipal Assessment Report (MAR) and all applicable worksheets when the assessment is completed or upon completion of the assessment roll(s) each year. If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed each year at the end of the assessment in addition to this tentative report.

(b) A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted upon completion of the assessment roll(s).

(c) The Computer Exemption Report no later than May 1.

(d) The Tax Incremental District Assessment Report (TAR) and all applicable worksheets when the assessment is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the assessment in addition to this tentative report.

(e) The Annual Assessors Report (AAR) and all applicable addendums when due. The report shall be compliant with the Uniform Standards of Professional Appraisal Practice guidelines. (USPAP).

(f) Electronically submit Property Assessment Data (PAD) for all sales when due.

31. **MISCELLANEOUS GENERAL AGREEMENTS.** (a) The assessor shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement.

(b) The assessor shall supply all equipment necessary to perform their responsibilities under these specifications.

(c) The assessor and the municipality anticipate no significant law changes or Department policy directive changes will affect the assessment. Should such changes occur, an amendment shall be made to the contract specifying the new obligations of the municipality and the assessor and any additional compensation, if required.

## OBLIGATIONS OF THE MUNICIPALITY

32. **MEETING SPACE.** The municipality shall furnish adequate meeting space at no cost to assessor in or near the municipal hall for purposes of conducting the required Open Book meetings and Board of Review hearings. Meeting space shall be furnished with high-speed network or internet access for purposes of obtaining electronic records.

33. ACCESS TO RECORDS. (a) The municipality shall allow access and make available to the assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, building permits, building blueprints, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality, at no cost.

(b) The municipality shall submit or deliver electronic or paper copies of all issued building and sign permits to the assessor within 10 business days of issuance, at no cost to the assessor.

(c) The municipality shall submit or deliver electronic or paper copies of all received FORM PA-118 *Mobile Home Statement of Monthly Parking Permit Fee* within 10 business days of receipt, at no cost to the assessor.

34. PROPERTY IDENTIFICATIONS. The municipality shall furnish the owner's name, situs address and mailing address of the owner and the block and lot number, size or other identifying description of each parcel to be appraised.

35. PROVISION OF FORMS. Municipality shall provide approved forms, binders, record cards, adhesive backed labels, assessment notice forms prescribed by the Department as required under s. 70.365, and other materials as necessary for the completion of the agreement.

36. MAPS. The municipality shall furnish two (2) sets of all plat maps, section maps, and any other maps currently in the possession of the municipality, to the assessor, at no cost. The assessor will obtain access to electronic Geographic Imaging Systems (GIS) from the County at no cost to the municipality.

37. MISCELLANEOUS GENERAL AGREEMENTS. (a) That the necessary funds are available and will be provided by the municipality as agreed herein and in the standard contract.

(b) The municipal governing body shall refrain from interfering with, or influencing any value estimate by the assessor.

(c) The municipality shall aid the assessor in a reasonable promotion of public information concerning the work under this agreement.

## GENERAL TERMS

38. COMPLETION OF WORK. (a) The assessor shall have completed all work under this agreement, except for appearing at the Board of Review and any necessary subsequent appearances as per this agreement, on or before the completion date referred to in Article III, number 2. This date of completion may be extended, if necessary, and by mutual consent.

(b) That in the event the assessment cannot for any reason be completed within the time originally specified, the assessor shall provide written notification to the municipality, stating the reasons for not completing the assessment by the contracted completion date, so that the situation may be timely remedied and the assessment completed in substantial compliance with law.

39. ASSIGNMENT OF CONTRACT. That the assessor is not permitted to assign, subcontract or transfer this agreement or any part of this agreement without written approval from the municipality.

40. COMPENSATION UPON EFFORT. That the compensation is based upon effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of the municipality.

41. FAMILIARIZATION WITH LOCAL CONDITIONS. The assessor is generally familiar with access throughout the municipality, maps and other pertinent records available and the degree of difficulty of the work under this agreement within the municipality.

42. AWARD OF CONTRACT. The awarding of this agreement is contingent upon the proper filing of a 100% performance bond by the assessor. Such bond shall be filed with the municipal clerk within thirty (30) days after the award of the contract and no work shall be performed under this agreement prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable.

43. METHOD AND TERMS OF PAYMENT. (a) Payment for services rendered under Article II, Sections I and II of the Contract shall be in four equal quarterly installments. Additional compensation provided under Section III (except item No. 2) shall be paid upon final adjournment of the Board of Review on detailed statements. Item No. 2 shall be payable by statement and in full upon completion of services.

(b) All statements shall be submitted to the municipal clerk/Department on the first day of each quarter for services performed the preceding quarter. After review and procuring any needed corrections therein, the municipality/Department shall endorse their approval and promptly pay such statements.

(c) All compensation paid to the assessor shall be by check mailed to the address indicated in the Contract.

44. TURN OVER OF RECORDS. Upon expiration or termination of this agreement, the assessor shall turn over to the municipality; (a) all records prepared for the assessment including, but not limited to property record cards, personal property forms, maps and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records, and (c) materials specifically obtained and/or used for the performance of assessment work for the municipality under contract to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns, and (d) if your assessment record system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with the municipality, along with a field definition file to describe the various data fields in the text file.

CONTRACT FOR

THE 2021 – 2025

ASSESSMENT SERVICES

OF REAL AND PERSONAL PROPERTY

IN THE

CITY OF SCHOFIELD

MARATHON COUNTY, WISCONSIN.

Return Signed Proposal To:

CITY OF WAUSAU

ANNE JACOBSON – CITY ATTORNEY

407 GRANT STREET

WAUSAU, WI 54403

# ASSESSMENT SERVICES CONTRACT

THIS AGREEMENT by and between CITY OF WAUSAU hereinafter called the "Assessor," and the CITY OF SCHOFIELD, MARATHON COUNTY, WISCONSIN, hereinafter called the "Municipality" pursuant to Wisconsin Statutes 66.0301(2), this Agreement is an intergovernmental cooperative agreement between the two stated municipalities for the receipt by the City of Schofield and the providing of services by the City of Wausau through its Assessment Department, of full assessment services for the length of time specified in the contract. WITNESSETH: The Assessor and Municipality for the consideration stated herein agree as follows:

## ARTICLE I

**Section I**

SCOPE OF WORK: The assessor, having become familiar with the local conditions affecting the cost of the work, and the Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes (Specifications), hereby agrees to perform everything required to be performed and to complete in a professional manner all of the work required to assess the real and personal property of the Municipality as of January 1, of each of the contract years **2021-2025** in accordance with applicable Wisconsin Statutes and this contract, and other documents constituting a part hereof.

Included within the Scope of Work, a Revaluation of all properties within the Municipality may be performed if approved by the common council of the City of Schofield and either one or both of the following situations occur:

1. The City of Wausau has a Revaluation.
2. The City of Schofield assessments are out of Compliance for two consecutive years, according to the DOR calculated level of assessment. The DOR defines being out of compliance as "at least one major class (over 10% of the municipal value) with a level over 110% or under 90%" The DOR annually calculates the level of assessment by class and provides that information to each municipality.

Any Revaluation, if necessary, shall be completed no later than 2025. It will be performed to the same degree as the City of Wausau, if coinciding with Wausau and shall include any Board of Review hearings which shall be subject to Article II, Section III(1).

**Section II**

VALUATION: For the valuation of residential and agricultural properties, the appraiser shall use a Computer Assisted Appraisal System:

- Sungard Hte Appraisal Plus, Version 8.02.0.02
- Marshall & Swift Commercial Cost Estimator
- NADA Manufactured Housing Cost Software

For the valuation of commercial properties, the appraiser shall use a Computer Assisted Appraisal System:

- Sungard Hte Appraisal Plus, Version 8.02.0.02
- Marshall & Swift Commercial Cost Estimator

For the valuation of personal property, the appraiser shall follow procedures outlined in Volume 1 of the Wisconsin Property Assessment Manual.

## ARTICLE II

COMPENSATION: The Municipality shall pay to the Assessor for the performance of this contract the following compensation:

**Section I**

For assessment services of real estate and personal property as per the Specifications for Assessment the base compensation of EIGHTEEN THOUSAND NINE HUNDRED Dollars ($18,900.00) per assessment year, such amount based on the following counts obtained from the last Assessment Roll(s).

Totals From 2019 Assessment Roll:

| | Assessment Roll(s) |
|---|---|
| Residential Parcels | 795 |
| Commercial Parcels | 208 |
| Other Parcels | N/A |
| Total Parcels | 1003 |
| REAL ESTATE PARCEL COUNT (includes Private Forest Crop and Managed Forest land Parcels) | 1003 |
| Personal Property Count | 222 |
| Mobile Home Parcel Count (Vacant and Improved) | 69 |
| TOTAL (w/o Manufacturing) | 1294 |

**Section II**

For the providing of additional services required by the Supplemental Specifications described in the Addenda, total compensation shall be included in Article II, Section I compensation.

| ADDENDA NO. | SUPPLEMENTAL SPECIFICATIONS (Brief Description) | COMPENSATION |
|---|---|---|
| 1. | Entry of the Manufacturing assessment roll into the Marathon County Land Records Systems when received from the Department. | Included per Article II, Section I |
| 2. | The minimum number of days for open book referred to in the Specifications, Par. 24 (d) to be held in the meeting space provided per Par. 32 of the Specifications shall be 2 days. | Included per Article II, Section I |

Total Base Compensation summarized as follows:

| | |
|---|---|
| Article II, Section I ............................................ | $ 18,900.00 per Assmt year |
| Article II, Section II ............................................ | INCLUDED |
| Total ............................................ | $ 18,900.00 per Assmt year |

**SECTION III**

For the providing of services described below the following compensation:

1. For attendance at all meetings of the Board of Review beyond the first 2 scheduled hours the Assessor shall be paid per hour to explain and defend the assessed values and to testify under oath in regard to such values.

$ 75.00 per hour

2. For furnishing testimony in defense of the value established by the assessment maintenance on appeals to the Department of Revenue or the courts as required in the Specifications, Para. 26. The Assessor shall be paid a four-hour minimum per day.

$ 75.00 per hour

3. For the correction of legal descriptions as provided in the Specifications, Para. 15.

$ 0.00 per correction

4. For additional real estate parcels, both vacant and improved, in excess of those stated in Article II, Section I of the Contract, due to annexations, omitted property, new plats, and land splits.

$ 0.00 per parcel

5. For additional personal property accounts in excess of those stated in Article II, Section I.

$ 0.00 per account

6. For additional mobile home parcels, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, in excess of those stated in Article II, Section I of the Contract.

$ 0.00 per parcel

## ARTICLE III

GENERAL AGREEMENTS:

1. If Assessor contract is accepted, a 100% performance bond must be furnished in an amount equal to the sum of Section I and II, Article II of the contract from a Surety licensed to do business in the State of Wisconsin. Such bond shall be filed within thirty (30) days after the award of the contract and no work shall be performed prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable. Such performance bond or letter of credit must cover the entire length of the contract, including any approved extensions.
2. Work will start upon filing of a performance bond or bank letter of credit with the Municipality and be contingent upon the approval of the common council of the Assessor and shall be completed upon adjournment of the Board of Review of the 2025 assessment year.
3. The Municipality reserves the right to reject any or all proposals.
4. A Revaluation, if necessary, under the conditions set forth on Page 1, Article 1, Sec.1, shall be completed no later than 2025. It will be performed to the same degree as the City of Wausau, if coinciding with Wausau and shall include any Board of Review hearings which shall be subject to Article II, Section III(1).
5. Payments required per the Specifications, Para. 43 shall be made payable as follows or as otherwise invoiced: CITY OF WAUSAU – TREASURER, 407 GRANT STREET, WAUSAU, WI 54403.

## ARTICLE IV

COMPONENT PARTS OF THIS CONTRACT:

This contract consists of the following component parts:

1. Contract for the 2021-2025 Assessment Services of Real and Personal Property in the City of Schofield, Marathon County, Wisconsin.
2. Specifications for Assessment of General Property in the State of Wisconsin pursuant to Chapter 70, Wisconsin Statutes.

Dated this _____ day of _______________, 2020.

CITY OF SCHOFIELD
SCHOFIELD, WISCONSIN

By: ______________________________

Name: KREGG HOEHN

Title: MAYOR

By: ______________________________

Name: LISA QUINN

Title: CITY CLERK/TREASURER

CITY OF WAUSAU
ASSESSMENT DEPARTMENT
WAUSAU, WISCONSIN

By: ______________________________

Name: ROBERT MIELKE

Title: MAYOR

By: ______________________________

Name: LESLIE KREMER

Title: CITY CLERK

# Specifications for Assessment of General Property Pursuant to Chapter 70, Wisconsin Statutes

*These specifications shall be used for assessment work performed under ss. 70.055, s. 70.75(1) and 70.75(3)*

## DEFINITIONS

1. "Assessor" shall mean the City Assessor employed by the City of Wausau together with the designated staff employed by the City of Wausau Assessment Department and shall be responsible for the overall assessment function.

2. "Manual" shall mean the "Wisconsin Property Assessment Manual," Volumes I and II, prepared and issued by the Wisconsin Department of Revenue for the State of Wisconsin together with all material designated by the Department as being part of or supplemental to the Property Assessment Manual.

3. "Parcel" means an individual legal description for a tract of land and shall include not only the land itself but all buildings and improvements thereon.

4. "Real Estate Parcel Count" shall mean the total number of individual real estate descriptions assessed locally on the municipality's real estate assessment roll for the assessment year specified in Article II, Section I of the contract.

5. "Personal Property Count" shall mean the total number of completed personal property lines or accounts listed in the municipality's personal property assessment roll for the assessment year specified in Article II, Section I of the contract.

5a. "Mobile Home Parcel Count" shall mean the total number of individual mobile home lots, both vacant and improved, subject to the monthly mobile home parking permit fee, including those exempt from the fee, listed for the assessment year specified in Article II, Section I of the contract.

6. "Major Building" shall mean any and all houses on residential parcels, the buildings representing the major use of commercial parcels, and any and all houses on agricultural land.

7. "Property Record Cards" shall mean the current versions of the residential, agricultural and other, and commercial property record cards or equivalents, approved by the Department of Revenue and used for the purpose of making a record to support and substantiate the value conclusion for each parcel. A state-approved property record card should be maintained on every parcel of property in the municipality.

8. "Local Modifier" shall mean that mathematical factor necessary to convert the basic cost estimate derived from the Wisconsin Property Assessment Manual or other cost manual to current cost in the municipality.

9. "Municipality" shall mean the City of Schofield, in which general property taxes are levied and collected.

10. "Department" shall mean Department of Revenue, Bureau of Equalization, 2135 Rimrock Rd., PO Box 8971, Madison, Wisconsin 53708-8971.

## AGREEMENTS – ASSESSOR

Scope of Service Assessor to Provide

11. **CONFORMANCE TO STATUTES.** All work shall be accomplished in accordance with the provisions of the laws of the State of Wisconsin and in full compliance with all the rules and regulations officially adopted and promulgated by the Wisconsin Department of Revenue.

12. **OATH OF OFFICE.** The assessor shall be required to take and subscribe to an oath or affirmation supporting the Constitution of the United States and of the State of Wisconsin and to faithfully perform the duties of assessor. The oath shall conform to Section 19.01 and be filed with the municipal clerk prior to undertaking any of said duties.

13. **PERSONNEL** (a) All personnel providing services shall be currently certified in compliance with s. 70.055 and 73.09 and the administrative rules prescribed by the Department.

    (b) The assessor shall review any complaint relative to the conduct of his employee(s). If the municipality deems the performance of any of the assessor's employees to be unsatisfactory, the assessor shall, for good cause, remove such employee(s) from work upon written request from the municipality, such request stating reasons for removal.

    (c) Prior to commencing the contract the assessor shall file with the municipal clerk names of all employees to be performing work and the type of work to be performed by each, excepting non-appraisal office clerical help. All persons on file are to carry an up-to-date identification card and a letter of introduction from the municipality or the Department when the Department is supervising the assessment.

14. **ASSESSMENT MANUAL.** The assessor shall make all assessments in accordance with the property assessment manual as specified in sections 70.32 and 70.34.

15. **ACCURATE PARCEL IDENTIFICATION.** The assessor shall review all legal descriptions as listed in the assessment roll for imperfections to include, but not restricted to errors, incorrect acreages, omissions, overlap, or failure to close. In the event that such discrepancies exist, the assessor shall correct or cause the same to be corrected. Additional compensation, if any, shall be as specified in Article II, Section III of the contract.

16. **PREPARATION OF RECORD CARDS.** (a) The assessor shall prepare individual record cards and computer-generated data sheets for each parcel to be assessed on forms currently approved by the Department. If the assessor and/or municipality shall have reason to use forms not currently approved, such use shall be contingent upon Department approval.

    (b) Record cards shall be completed for each parcel, labels with the property owners name and address as provided in Section 70.17, and the following information as listed in the assessment roll: legal description of the property, parcel number and size of land parcel when available.

(c) Appropriate record cards shall be used in the evaluation and collection of data for residential improvements, commercial improvements, and other improvements. All information relating to improvements shall be obtained and shown as provided on the respective forms.

(d) Maintain all assessment records in an electronic format as required by the Department. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format.

17. APPROACHES TO VALUE. (a) The assessor shall consider the cost, market, and income approaches in the valuation of all vacant and improved parcels of property.

(b) The assessor shall collect and analyze all available sales data for the municipality in order to become familiar with prevailing market conditions, market activity, and specific transactions which may be utilized in determining the market value of properties throughout the municipality. Data gathered shall either be noted on the property record cards, or contained within supplements to the records (e.g. copies of real estate transfer returns, leases, computer-generated data sheets, etc.). All data so gathered shall become and remain the property of the municipality.

(c) Sales analysis shall include sales identified on a map, analysis and verification for time adjustments, neighborhood boundaries and descriptions and other (agricultural) improvements. It may be necessary, as part of the analysis, to field a sale and measure and list the improvements of the properties that have sold.

(d) In valuing income producing properties, where appropriate, the assessor shall collect information from owners, tenants, realtors, financial institutions, and any other necessary sources, for use in the valuation process. Data to be analyzed shall include economic rents for each type of property, typical vacancy rates, and typical operation expense ratios. All data shall be documented and records shall be prepared for each parcel showing the determination of value by the income approach. For improved parcels this shall include a reconstruction of income and expenses, an estimate of remaining economic life, and the capitalization rate applied. Capitalization rates shall be accurately documented by information obtained from the market.

18. IMPROVEMENTS – DATA COLLECTION. (a) The assessor shall accurately measure to the nearest foot all improvements and prepare a complete outline sketch to scale (top view) of the major buildings showing all additions, porches, and appendages with dimensions and necessary identifications on the property record cards.

(b) The assessor shall photograph all residences, and all major commercial improvements and all major buildings on agricultural land classified as other. The assessor will make available all photos to the municipality to include as part of its Emergency Management Initiative, if such Initiative has been initiated.

(c) Upon discovery or notice of changes made to major buildings of each class of improvements, the assessor shall inspect the interior and exterior of such buildings when necessary, so as to note the features on the property record card, and shall provide an accurate and complete listing for each improvement based on the actual view or the best information the assessor can practicably obtain.

(d) For a Full Revaluation of all properties within the municipality, the assessor shall endeavor to inspect the interior and exterior of all major buildings of each class of improvements, unless recently inspected under 18(c), so as to note the features on the property record card, and shall provide an accurate and complete listing for each improvement based on the actual view or the best information the assessor can practicably obtain.

(e) The date of inspection or listing of all major buildings shall be indicated on the record cards.

(f) Upon failure to gain entrance to a major building after reasonable attempt, the assessor shall attempt to contact the property owner or occupant by ordinary mail to arrange an appointment for the purpose of viewing and listing the interior.

(g) If the assessor's request to inspect a major building is refused by the owner or occupant, the assessor shall make a request by registered mail to inspect the building; such written request shall state the purpose of the inspection, the desired time of inspection and shall advise the owner or occupant that their refusal shall constitute a loss of appeal of the assessment to the local board of review and further appeal avenues; should the requests to inspect major buildings be denied, the assessor shall list and value the improvements according to the best information practicably obtainable.

19. IMPROVEMENT VALUATION – COST APPROACH. (a) The assessor shall value improvements in accordance with Wisconsin Property Assessment Manual, using generally acceptable appraisal practices and cost manuals.

(b) In using the cost approach for residential improvements, the prescribed form or computer generated data sheet, or its equivalent as approved by the Department, shall be used in determining replacement costs. The property record card shall be completed as recommended for use with Volume 2 or other cost manual, with proper base costs selected as appropriate for each improvement and adjusted base building costs.

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

(d) In using the cost approach for commercial improvements proper base costs shall be selected as appropriate and adjusted to adequately reflect variations from base building costs.

(e) Current local modifiers and costs shall be adjusted where necessary and documented by an analysis of local construction costs and market sales data.

(f) All accrued depreciation, including physical deterioration, functional obsolescence, and economic obsolescence, must be documented and deducted from current replacement costs.

(g) All improvements shall be valued at market value as of January 1.

(h) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, and completing all necessary forms in relation thereto.

(i) The Assessor shall value mobile homes subject to the monthly mobile home parking permit fee and perform other duties specified in s. 66.0435 where necessary.

20. DATA COLLECTION – LAND. (a) The assessor shall gather and note on the property record card or computer-generated data sheet for each parcel information including, but not limited to size, area, frontage, width, depth, shape, topography, productivity, site improvements, utilities, access, zoning and location. This information shall include a land sketch.

(b) The assessor shall collect data concerning sales of land and sales of improved parcels which may indicate the residual value of land. From these and other sources the assessor shall become familiar with land values throughout the municipality.

21. VALUATION – LAND. (a) Unit value ranges per acre for each grade of fallow agricultural land, agricultural forest land, undeveloped land and productive forest land shall be determined from an analysis of sales and other available market data. Agricultural forest land and undeveloped land values shall be adjusted to 50% of full market value, per s. 70.32(4), WI Stats. Soil surveys, where available, shall be used in the classification of land. Agricultural land shall be valued according to use, per s. 70.32, Wis. Stats. In the analysis of sales, work forms shall be prepared for recording data on each sale analyzed and for correlating price data from the sales for the various classes of land and noting if land qualifies for use value or is fallow. Such forms shall be left with the municipality.

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

(c) Having determined basic unit values the assessor shall apply such to each parcel, making adjustments to account for the particular characteristics of the parcel. Land computations shall be properly shown for each parcel on the property record cards, or computer-generated data sheets.

(d) For residential and commercial lands, maps and schedules shall be prepared indicating unit values used: e.g. by neighborhoods, and locations thereof to be left with the municipality.

(e) A copy of all charts, schedules and tables, not previously referred to, including depth factor tables used in the valuation of land shall be left with the municipality.

22. VALUATION, ASSESSMENT OF TAXABLE PERSONAL PROPERTY. (a) Taxable personal property shall be valued and assessed by the statutory assessor in compliance with Chapter 70, Wisconsin Statutes and with recommended procedures in Volume 1 of the Wisconsin Property Assessment Manual.

(b) The assessor shall compile an updated list of all personal property accounts in the municipality. Such list shall be reviewed to ensure that all accounts have been discovered.

(c) To aid in determining the amount and value of personal property used in the production of income, the assessor shall require such property owners to furnish information on personal property forms as to the value of personal property owned by them or in their possession as provided in Section 70.35. Such forms shall be mailed or delivered to property owners by the assessor.

(d) The assessor shall be responsible for collecting all other required information in regard to personal property, determining values on assessable personal property not used for production of income, including the value of exempt computers and completing all necessary forms in relation thereto.

(e) All forms used in the valuation of personal property shall be approved by the Department and shall be returned to the municipality at the end of the contract.

23. FINAL FIELD REVIEW. Prior to the open book conference, the assessor shall make a final field review. Each parcel shall be reviewed at the property location. In the final review process, the indicated value of the structure and the indicated value of the land shall be compared against sales information concerning the same parcel or comparable parcels. For income producing properties where a determination of value has been made via the income approach, this value shall also be reviewed to make the proper correlation of values between the cost, market and income approaches. The review shall cover each parcel so as to eliminate errors in computations that may have occurred, to insure uniformity in record card and form completion by various personnel, to verify building classification and depreciation estimates regarding physical, functional and economic obsolescence, and to be sure that all lands and improvements are properly accounted for.

24. OPEN BOOK CONFERENCE. (a) Upon completion of the assessor's review of assessments and prior to the completion of the assessment rolls, the assessor shall hold open book conferences for the purpose of enabling property owners or their agents to review and compare the assessed values.

(b) The municipality shall designate the place for open book conferences with both the municipality and assessor mutually agreeing upon the date(s) and hours.

(c) The assessor shall send a notice by first class mail to each property owner at the last known mailing address as required under s. 70.365. Expenses related to the notices, including form supply, preparation of the forms, and postage, shall be paid by the assessor.

(d) The minimum number of days for open book conferences shall be set by the municipality, the number of days being specified in the addenda.

(e) Open book conferences shall be held within the completion date specified in the contract. In the event the municipality requests that the open book conferences be held at a date beyond the contracted completion date, and provided the assessor agrees to such, the contract shall be extended commensurate with the lapse of days between the originally contracted completion date, and the revised date for open book conferences. Such extension shall be in writing and signed by both the municipality and the assessor.

25. COMPLETION OF ASSESSMENT ROLL. The Assessor shall be responsible for the proper completion of assessment rolls according to current statutes. The assessor shall where necessary enter into said rolls all newly established assessments, both real and personal, and the names of those to whom personal property is assessable; each roll shall also be totaled to exact balance by the assessor. For computer prepared assessment rolls, it shall be sufficient for the assessor provide a list of all assessments at market value in the format required for data entry.

26. BOARD OF REVIEW: SUBSEQUENT APPEARANCES.
(a) The assessor and/or responsible member(s) of the assessor's staff shall attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath in regard to such values. Compensation shall be as specified in the contract.

(b) In the event of appeal to the Department or to the courts, it is agreed that the assessor and/or qualified representative(s) shall be available upon written request from the municipality to furnish testimony in defense of the values established by the assessment in all cases which might arise within one (1) year of the completion date specified for the assessment. Compensation shall be as specified in the contract.

## GENERAL AGREEMENTS

27. **INSURANCE – LIABILITY.** (a) The assessor shall maintain insurance coverage to protect against claims, demands, actions and causes of action, arising from any act or omission of the assessor, his agents and employees in the execution of work. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality with the Municipality as an additional insured. All insurance coverage shall contain a 10-day advance notice of cancellation to the Municipality. The Assessor shall timely pay all insurance premiums. Limits of liability shall not be less than:

General Liability:

| | | | |
|---|---|---|---|
| Bodily Injury | Per Person . . . . . . . . . . . . . . | $ | 500,000 |
| | Per Occurrence . . . . . . . . . | $ | 1,000,000 |
| Property Damage | Each Occurrence . . . . . . . . | $ | 250,000 |

Comprehensive Auto Liability Including:

| | | | |
|---|---|---|---|
| Non-Ownership Coverage | | | |
| | Each Person . . . . . . . . . . . | $ | 100,000 |
| | Each Occurrence . . . . . . . . | $ | 300,000 |
| Property Damage | Each Occurrence . . . . . . . | $ | 50,000 |

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

28. **VALUABLE PAPER.** (a) Assessor agrees to cover loss of municipality's records withdrawn from municipality for assessor's use as well as assessor's records in process under these agreements which are in possession of the assessor.

(b) The assessor shall not be responsible for loss of records destroyed by fire, theft, or Act of God while kept in office space supplied by municipality.

29. **PUBLIC RELATIONS.** (a) During the course of the assessment the assessor shall carry on a suitable program of public information in a manner dictated by experience to be the most effective and productive and of such a nature in which to allow the municipality to actively participate.

(b) The assessor agrees to meet upon request, with the governing body of the municipality to discuss areas of work such as, but not limited to progress, procedures, valuations, and problems.
(c) The assessor agrees to respond to all assessment inquiries within one business day.

(d) The assessor agrees to provide an internet link for placement on the municipalities "Assessor's Information" webpage which would direct users to an "Assessment Search" feature to view property assessment data.

30. **INFORMATION TO THE DEPARTMENT.** The assessor shall complete and submit to the Supervisor of Equalization: (a) the Municipal Assessment Report (MAR) and all applicable worksheets when the assessment is completed or upon completion of the assessment roll(s) each year. If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed each year at the end of the assessment in addition to this tentative report.

(b) A list showing the value of any buildings on leased land and whether they are assessed as real estate or personal property, as well as the use and occupancy of each. Such list shall be submitted upon completion of the assessment roll(s).

(c) The Computer Exemption Report no later than May 1.

(d) The Tax Incremental District Assessment Report (TAR) and all applicable worksheets when the assessment is completed or upon completion of the assessment roll(s). If work is in progress on the second Monday in May, a tentative report shall be submitted on the status of the real estate and personal property existing as of January 1. The tentative report shall be submitted by the second Monday in May. The report shall provide the following information relating to real estate: increases in valuation due to annexations, new construction, and property formerly exempt and now assessed, losses in value due to annexation, demolitions, and property becoming exempt and shifts in class. For personal property the report shall provide information on estimated values of all personal property by class. A completed final Municipal Assessment Report shall be filed at the end of the assessment in addition to this tentative report.

(e) The Annual Assessors Report (AAR) and all applicable addendums when due. The report shall be compliant with the Uniform Standards of Professional Appraisal Practice guidelines. (USPAP).

(f) Electronically submit Property Assessment Data (PAD) for all sales when due.

31. **MISCELLANEOUS GENERAL AGREEMENTS.** (a) The assessor shall ensure that employees maintain strict confidence regarding all privileged information received by reason of this agreement.

(b) The assessor shall supply all equipment necessary to perform their responsibilities under these specifications.

(c) The assessor and the municipality anticipate no significant law changes or Department policy directive changes will affect the assessment. Should such changes occur, an amendment shall be made to the contract specifying the new obligations of the municipality and the assessor and any additional compensation, if required.

## OBLIGATIONS OF THE MUNICIPALITY

32. **MEETING SPACE.** The municipality shall furnish adequate meeting space at no cost to assessor in or near the municipal hall for purposes of conducting the required Open Book meetings and Board of Review hearings. Meeting space shall be furnished with high-speed network or internet access for purposes of obtaining electronic records.

33. ACCESS TO RECORDS. (a) The municipality shall allow access and make available to the assessor municipal records such as, but not limited to, previous assessment rolls and records, sewer and water layouts, building permits, building blueprints, tax records, records of special assessments, plats, and any other maps currently in the possession of the municipality, at no cost.

(b) The municipality shall submit or deliver electronic or paper copies of all issued building and sign permits to the assessor within 10 business days of issuance, at no cost to the assessor.

(c) The municipality shall submit or deliver electronic or paper copies of all received FORM PA-118 *Mobile Home Statement of Monthly Parking Permit Fee* within 10 business days of receipt, at no cost to the assessor.

34. PROPERTY IDENTIFICATIONS. The municipality shall furnish the owner's name, situs address and mailing address of the owner and the block and lot number, size or other identifying description of each parcel to be appraised.

35. PROVISION OF FORMS. Municipality shall provide approved forms, binders, record cards, adhesive backed labels, assessment notice forms prescribed by the Department as required under s. 70.365, and other materials as necessary for the completion of the agreement.

36. MAPS. The municipality shall furnish two (2) sets of all plat maps, section maps, and any other maps currently in the possession of the municipality, to the assessor, at no cost. The assessor will obtain access to electronic Geographic Imaging Systems (GIS) from the County at no cost to the municipality.

37. MISCELLANEOUS GENERAL AGREEMENTS. (a) That the necessary funds are available and will be provided by the municipality as agreed herein and in the standard contract.

(b) The municipal governing body shall refrain from interfering with, or influencing any value estimate by the assessor.

(c) The municipality shall aid the assessor in a reasonable promotion of public information concerning the work under this agreement.

## GENERAL TERMS

38. COMPLETION OF WORK. (a) The assessor shall have completed all work under this agreement, except for appearing at the Board of Review and any necessary subsequent appearances as per this agreement, on or before the completion date referred to in Article III, number 2. This date of completion may be extended, if necessary, and by mutual consent.

(b) That in the event the assessment cannot for any reason be completed within the time originally specified, the assessor shall provide written notification to the municipality, stating the reasons for not completing the assessment by the contracted completion date, so that the situation may be timely remedied and the assessment completed in substantial compliance with law.

39. ASSIGNMENT OF CONTRACT. That the assessor is not permitted to assign, subcontract or transfer this agreement or any part of this agreement without written approval from the municipality.

40. COMPENSATION UPON EFFORT. That the compensation is based upon effort required to complete the work under this agreement in an acceptable manner, and not upon the whole value or any part of the value of the municipality.

41. FAMILIARIZATION WITH LOCAL CONDITIONS. The assessor is generally familiar with access throughout the municipality, maps and other pertinent records available and the degree of difficulty of the work under this agreement within the municipality.

42. AWARD OF CONTRACT. The awarding of this agreement is contingent upon the proper filing of a 100% performance bond by the assessor. Such bond shall be filed with the municipal clerk within thirty (30) days after the award of the contract and no work shall be performed under this agreement prior to the filing of said bond. In lieu of a performance bond, a bank letter of credit is acceptable.

43. METHOD AND TERMS OF PAYMENT. (a) Payment for services rendered under Article II, Sections I and II of the Contract shall be in four equal quarterly installments. Additional compensation provided under Section III (except item No. 2) shall be paid upon final adjournment of the Board of Review on detailed statements. Item No. 2 shall be payable by statement and in full upon completion of services.

(b) All statements shall be submitted to the municipal clerk/Department on the first day of each quarter for services performed the preceding quarter. After review and procuring any needed corrections therein, the municipality/Department shall endorse their approval and promptly pay such statements.

(c) All compensation paid to the assessor shall be by check mailed to the address indicated in the Contract.

44. TURN OVER OF RECORDS. Upon expiration or termination of this agreement, the assessor shall turn over to the municipality; (a) all records prepared for the assessment including, but not limited to property record cards, personal property forms, maps and any other schedules or forms, (b) all records and materials obtained from the municipality and not previously returned to include maps and assessor's records, and (c) materials specifically obtained and/or used for the performance of assessment work for the municipality under contract to include aerial photos, maps, depth factor tables, copies of leases and copies of real estate transfer returns, and (d) if your assessment record system is computerized, at a minimum, provide that the software be able to create an exportable text file of the data. This text file shall then be left with the municipality, along with a field definition file to describe the various data fields in the text file.