OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the:	**FINANCE COMMITTEE**
Date/Time:	**Tuesday, February 25, 2020 at 5:15 PM**
Location:	**City Hall (407 Grant Street) - Council Chambers**
Members:	Lisa Rasmussen (C), Dave Nutting, Michael Martens, Dennis Smith, Linda Lawrence

AGENDA ITEMS

1 Approval of the minutes of previous meetings (2/11/20)

2 Discussion and possible action regarding annual Sole Source Purchase GHD LLC Environmental Engineering Services Wausau Superfund Site approximately $140,000

3 Discussion and possible action regarding terminating Tax Increment District Number 5

4 Discussion and possible action regarding extension of contract between PCS Mobile and City of Wausau

5 Discussion and possible action on adopting Municode's self-publishing or full service supplementation services to host and codify the City of Wausau's code and related budget modification

6 Discussion and possible action regarding funding of Physical Therapy services for the Wausau Police Department and related sole source purchase and budget modification

7 Discussion and possible action regarding alleged claim on excessive assessment – Walgreen, Co., 504 S 17th Avenue and related budget modification

8 Discussion and possible action regarding the purchase of two new Sutphen fire engines.

9 Discussion and possible action on the budget modification for the acquisition of 117 and 119 E. Chellis Street

10 Discussion and possible action on contract assessment services for real and personal property between the City of Wausau and City of Schofield

11 **CLOSED SESSION** pursuant to Sec. 19.85(1)(e) of Wisconsin Statutes for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, wherever competitive or bargaining reasons requires a closed session – for providing contract assessment services for real and personal property between the City of Wausau and City of Schofield.

12 **RECONVENE** into open session, if necessary, to take action on Closed Session item.

Adjourn

Lisa Rasmussen, Chairperson

This Notice was posted at City Hall and faxed to the Daily Herald newsroom 2/21/20 at 3:15 PM

IMPORTANT: THREE (3) MEMBERS NEEDED FOR A QUORUM: If you are unable to attend the meeting, please notify Mary by calling (715)261-6621 or via email mary.goede@ci.wausau.wi.us

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.

Other Distribution: Media, (Alderpersons: Peckham, Neal, Gisselman, McElhaney, Herbst, Thao), *Mielke, *Jacobson, *Groat, Department Heads

FINANCE COMMITTEE
Date and Time: Tuesday, February 11, 2020 @ 5:30 pm., Council Chambers
Members Present: Rasmussen, Smith, Martens, Nutting
Members Absent: Lawrence
Others Present: Groat, Barteck, Jacobson, Mielke, Kujawa, Lindman

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

Approval of the minutes of previous meetings (1/28/20)
Motion by Martens, second by Nutting to approve the minutes of the previous meetings on 1/28/20. Motion carried 4-0.

Discussion and Possible Action Regarding Providing for the Sale of Approximately $5,120,000 Water System and Sewer System Revenue Bond Anticipation Notes, Series 2020A
Groat explained that the City borrowed $5,055,000 in December 2018 to fund the engineering costs for the new Water and Sewer Plant. The engineering firm underestimated the complexity of the Safe Water and Clean Water Drinking Fund resulting in the temporary debt being due before the permanent financing is available. Jon Cameron of Ehlers reviewed the debt issuance calendar indicating that the sale would take place March 10th with closing on March 26th. The debt has been structured so that after 6 months the debt can be called and retired at any time. This will provide the greatest flexibility. Mr. Cameron believed that permanent financing would be available by late summer or fall.

Motion by Nutting, second by Smith to approve the sale of approximately $5,120,000 Water and Sewer System Revenue Bond Anticipation Notes Series 2020A as proposed. Motion carried 4-0.

Discussion and Possible Action Regarding Modification of Fees to the City of Wausau Fees and Licenses Schedule Adopted Pursuant to Wausau Municipal Code 3.40.010(a)
Rasmussen indicated that the change to the schedule was for on street contract parking within the Central Business District from $3 to $10 daily.

Motion by Smith, second by Martens to approve the schedule as modified. Motion carried 4-0.

Discussion and Possible Action Regarding Sole Source Purchase Wausau Fire Department Defibrillators $149,000
Rasmussen indicated the Fire Department has analyzed various equipment alternatives and selected the equipment they feel is best for the department.

Motion by Nutting, second by Smith to approve the purchase of Defibrillators from Zoll as proposed. Motion carried 4-0.

Discussion and Possible Action Regarding Sole Source Purchase Wausau Fire Department Extrication Equipment $54,462.64
Rasmussen explained that similar to the defibrillators the fire department has field tested the alternatives and selected the superior product.

Motion by Smith, second by Martens to approve the purchase of Extrication Equipment from Jefferson Fire as proposed. Motion carried 4-0.

Discussion and Possible Action Regarding Sole Source Purchase Wausau Fire Department 2 Base Radio Station System $14,963.40
Rasmussen supported the purchase citing standardization of all our public safety communication radios.

Motion by Martens, second by Nutting to approve the purchase of 2 Base Radio Station System from Northway as proposed. Motion carried 4-0.

Discussion and possible action regarding approval to apply for Assistance to Firefighters Grant AFG
Rasmussen indicated that the Fire Department has had great success in grant writing. The grant is used for capital purchases.

Motion by Nutting, second by Martens to approve application for Assistance to Firefighters Grant. Motion carried 4-0.

Adjournment
Motion by Smith, second by Martens to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 5:41 pm.

CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING $5,000

Purchase of goods or services for no more than $25,000 may be made without competition when it is agreed ***in advance*** between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under $5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of $5,000 to $25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding $25,000 must be approved by the Finance Committee.

☒ **Ongoing Sole Source – 365 days** ☐ **One Time Sole Source Request**

1. Provide a detailed explanation of the good or service to be purchased and vendor.

Environmental Services for monitoring the Wausau EPA superfund site and related Wausau Chemical site by GHD Environmental Service.

2. Provide a brief description of the intended application for the service or goods to be purchased.

The City of Wausau, Wausau Chemical and Marathon Electric were all listed as PRPs in the Wausau Super Fund Site. The EPA requires certain monitoring and maintenance work on the ground water contamination. Lonsdorf law firm assisted in this process and hired GHD to provide the over sight. Historically, the invoices came to the Lonsdorf law firm for payment. Lonsdorf then invoiced each of the PRP's based upon the superfund agreement. When Jim Lonsdorf retired he asked the City take over the financial administration of the program. In 2019 the City's total payments to GHD for the superfund site were $111,511 and reimbursement from insurance and other parties totaled $91,484 resulting in a net cost to the city of $20,027. The Finance Committee has been authorizing sole source purchase annually.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

We are seeking sole source approval to continue using GHD for these monitoring services. This agency has been assisting the City and the other PRP's through the entire pollution clean up and maintenance process. The institutional knowledge regarding PRP's obligations and the decree, the status of the pollution, the relationships developed with the DNR and EPA can't be easily replaced. We are not sure that the City would have the right to change consultants without prior approval from the EPA. In addition, it would be difficult to develop a RFP given the lack of knowledge staff has on this issue. Hiring someone without a defined role and failing to comply with the PRP agreement could expose the City and other PRP's to additional liability.

4. Describe your efforts to identify other vendors to furnish the product or services.

No work has been done to seek alternate vendors or services.

5. How did you determine that the sole source vendor's price was reasonable?

Their billing discloses hourly rates and they appear reasonable.

6. Which of the following best describes this sole source procurement? Select all that apply.

☐ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain) Obligations of the decree and other PRP's and the litigation potential if we fall out of compliance.

☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☐ Product compatibility or the standardization of a product.

☐ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Finance

Preparer: Maryanne Groat

Vendor Name: GHD LLC

Expected amount of purchase or contract: $135,000 total cost

Department Head Signature: ***Date:***

Finance Director Signature: ***Date: 2/13/2020***

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

RESOLUTION OF THE FINANCE COMMITTEE			
Terminating Tax Increment District Number Five			
Committee Action:	Pending		
Fiscal Impact:	Elimination of the TID 5 levy beginning in 2021 The City TID #5 - 2020 levy was $329,988 and the total levy of $906,709		
File Number:	97-0404	**Date Introduced:**	

RESOLUTION

WHEREAS, the City of Wausau passed a creation resolution creating Tax Incremental District Number Five on July 8, 1997 and adopted a project plan that year; and

WHEREAS, the objectives of the district were to enhance the development of industrial sites in the business park; increase employment opportunities and per capita income within the community; strengthen the economic well-being and economic diversity of the City; and

WHEREAS, the Districts obligations have been satisfied and sufficient increment has been collected

NOW THEREFORE BE IT RESOLVED that the City of Wausau Common Council does terminate Tax Increment District Number Five; and

BE IT FURTHER RESOLVED that the City of Wausau City Clerk shall notify the Wisconsin Department of Revenue, within 60 days of this resolution that the district has been terminated; and

BE IT FURTHER RESOLVED that pursuant to Section 66.1105(8) of the Wisconsin Statutes the City of Wausau proper city officials shall execute the prescribed termination forms, complete the final accounting and send final audited information to the Wisconsin Department of Revenue.

Adopted the 10th of March 2020

Approved:

____

Robert B Mielke, Mayor

CONTRACT EXTENSION
BETWEEN PCS MOBILE and CITY OF WAUSAU

This Extension is made as of the _______ day of _______________, 2020, between Portable Computer Systems, Inc., d/b/a PCS Mobile (“PCS”) and City of Wausau (“CITY”).

WHEREAS, on March 1, 2019, the Parties entered into a contract for the purchase of hardware and implementation for automated license plate recognition system for parking which expires on February 29, 2020; and

WHEREAS, this Contract allowed for the contract to be extended by four one-year terms.

NOW, THEREFORE, the Parties agree to extend the contract for ____________________________.

Dated:

CITY OF WAUSAU

By:___________________________________

Its:___________________________________

By:___________________________________

Its:___________________________________

PORTABLE COMPUTER SYSTEMS, INC.

____
Martin Murphy
Vice-President

CONTRACT

BETWEEN PCS MOBILE and CITY OF WAUSAU

This Contract is entered into by and between Portable Computer Systems, Inc., d/b/a/ PCS Mobile ("Contractor") and the City of Wausau ("City"), for the purchase of hardware and implementation for automated license plate recognition system for parking on the same pricing terms as those contained in the competitively bid State of Wisconsin RFP M15-021-RFP and Contract Number M15-021-O, on behalf of the Board of Regents of the University of Wisconsin System for the University of Wisconsin-Milwaukee.

For mutual consideration, the parties agree as follows:

1. **Term.** The term of this Contract shall commence March 1, 2019, and expire on February 29, 2020, unless earlier terminated as set forth herein. The City may extend the Contract by up to 4 additional one-year terms.

2. **Invoicing/Payment.**
   City will make payment according to the following Schedule:
   1/3 of 120,865.15 at contract signing
   1/3 of 120,865.15 after hardware is installed and working
   1/3 of 120,865.15 at final acceptance

   City will make payment within 30 days of a properly submitted invoice. A properly submitted invoice must reference the Purchase Order number and be submitted to the address listed on the Purchase Order. A good faith dispute creates an exception to prompt payment.

   The City reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

3. **Pricing Firm/Escalation Clause.** Price as quoted in proposal 19599/1 is firm for years 1, 2, and 3. Price increases for years 4 & 5 not to exceed 5% of prior year pricing. The increase must be approved by the City prior to its effective date in the form of a contract amendment or change order.

   Likewise, any de-escalation in price shall be passed on to the City. Contractors are obligated to treat price decreases as equally as the price increases during the tenure of the contract. Contractor should promptly notify City of new or discontinued items.

4. **Acceptance Testing.** Acceptance testing will occur within 5 working days after the item/service has been installed. Acceptance testing will be performed by the City and will consist of verification of the specifications and performance requirements. If the

item/service does not meet specification or performance requirements, the Contractor will have 30 days to meet requirements. If after this time period the item/service still does not meet specifications or performance requirements, the Contractor agrees to remove the item and return any payments that may have been made.

The Director of City County IT Commission (CCITC), or his designee, is the only authorized person who can sign an acceptance form. The warranty period will begin following the successful acceptance testing.

5. **Acceptance of Products; Returns.** All Products delivered by PCS F.O.B. destination as provided in paragraph 19 shall be deemed accepted by City unless City notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-produce shipment, damaged Products or similar discrepancies. All other Products shall be deemed accepted when provided by PCS and inspected by City and PCS at the Installation Site. Once accepted by City, Products provided by PCS may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered after commencement of Installation thereof pursuant hereto. Installation Services will be deemed accepted by City upon completion thereof (on a unit by unit basis) and the performance of any punch-list items after inspection by City.

6. **Integration.** The following documents shall constitute the entire agreement between the City and Contractor with respect to the subject matter set forth herein: (1) this Contract, including terms in other documents incorporated by reference; and (2) any City-issued Purchase Order; (3) Proposal 19599/1; (4) Statement of Work; and (5) RFP M15-021 RFP; and (6) Contractor's response to RFP M15-021-RFP. This Contract supersedes all prior Proposals, understandings and all other documents, oral and/or written, between the parties. In the event of any conflicts or disputes among the documents constituting the Contract, the order of priority to resolve those conflicts shall be the order the documents are listed above. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties. The City shall not be bound by any terms and conditions included in Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

7. **Contract Administration.** The Contract Manager is the CCITC Director, or his designee.

8. **Insurance.** Contractor shall at all times maintain the following insurance requirements.

Coverage Type	Minimum Limit
Worker's Compensation	Statutory Limits
• Each Accident	$100,000
• Disease – Policy Limit	$500,000
• Disease – Each Employee	$100,000

Commercial General Liability

- General Aggregate & Products Liability $2 million
- Each Occurrence $1 million

Automobile Liability

- Combined single limit $1 million

Additional Insured Provision:

- The Contractor shall add the "City of Wausau, its officers, employees and agents" as an additional insured under the commercial general liability policy.

Other:

- Contractor shall provide proof of such coverage (in the form of policy endorsements or by certificates of insurance that indicate that the holder of the certificate can rely on the representations contained therein and that the certificate confers/extends coverage to the named certificate holder), and proof of current premium payment thereof no less than 10 days prior to the signing of the Contract.
- The policy must be issued with a 60 day cancellation notice, by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of "A-" and signed by an authorized agent.

9. **Hold Harmless.** Contractor shall protect, defend, indemnify and hold the City, its officers, employees, agents, contractors and invitees harmless against any suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, its officers, directors, agents or employees or contractors, in prosecuting work under this agreement.

10. **Notices.** Notices shall be in writing and shall be deemed to have been delivered upon (1) personal delivery, (2) as of the second business day after mail by US Mail, or (3) upon next business day if delivered by Federal Express or similar overnight delivery system, or on the same business day if by facsimile or email addressed below:

If to the City:

City of Wausau
Attn: Toni Rayala, City Clerk
407 Grant Street
Wausau, WI 54403

If to Contractor:

PCS Mobile
Attn: Martin Murphy
1200 West Mississippi Ave
Denver, CO 80223

Or to such other address or to such other person as a party may designate for such purpose.

11. **Additional Items/Services.** The City reserves the right to buy similar items/services that may be added to this Contract provided it was mutually agreeable to both CCITC Director and the Contractor. Scope of work and pricing (including discounts) must be consistent with the current contract items/services.

12. **Independent Contractor.** The parties hereto agree that the Contractor, its officers, agents, and employees, in the performance of this agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the City. Contractor agrees to take such steps as may be necessary to ensure that each subcontractor of the contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state.

13. **Assignment.** Neither party shall assign or subcontract any of its rights, duties, or obligations under the Contract without the express written consent of the non-assigning party.

14. **Termination.** Termination may occur:

    - By the City, for its convenience by providing thirty (30) days written notice. In the event of a termination, the City's liability will be limited to the pro rata cost of the services performed and accepted as of the date of termination plus expenses incurred with the prior written approval of the City. Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.
    - By the City or Contractor, if the opposite party fails to perform under the terms of this Contract. In such event, the aggrieved party may notify the other party in writing of such failure and demand that the same be remedied within 10 calendar days. Should the defaulting party fail to remedy the same within said period, the aggrieved party shall then have the right to terminate this Contract immediately. In the event of a termination, the City's liability will be limited to the pro rata costs of the services performed and accepted as of the date of termination plus expenses incurred with the prior written approval of the City. The Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.
    - If at any time the Contractor fails to have current certificates of insurance, the City has the right to cancel and terminate the Contract without notice and without further liability. The City's liability will be limited to the pro rata costs of the services performed and accepted as of the date of termination. The Contractor shall refund to the City within 5 business days all payments made hereunder by the City for work not completed or not accepted by the City.

15. **Waiver.** The failure of either party to enforce at any time any of the provisions hereof or exercise any right or option hereunder shall not be construed to be a waiver of the

right of such party thereafter to enforce any such provisions or exercise such right or option. Any consent by any party to, or waiver of, a breach by the other, shall not constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.

16. **Choice of Law.** The laws of the State of Wisconsin shall govern, including its conflict of laws principles. Any claims arising shall be brought in the Marathon County circuit Court or federal court sitting in the western district of the State of Wisconsin and each party submits to the personal jurisdiction of such courts. In the event of a breach of the Contract, the non-breaching party shall be entitled to assert all of its rights and remedies in law or equity, including, but not limited to, injunctive relief.

17. **Severability.** If any term, condition, or provision in the resulting Contract is found to be invalid, unlawful or unenforceable to any extent, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision unenforceable, and if no feasible interpretation would save such provision, the parties shall use their best efforts to agree to such amendments that shall preserve, as far as possible, the intentions expressed in the Contract.

18. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

19. **Shipment.** Except for products delivered directly by PCS or its subcontractors to the Installation Site, delivery of all Products shall be F.O.B. destination by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to City as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to City, until PCS or its representative commences installation at the installation site.

20. **Compliance with Law.** The Contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Contract and which in any manner affect the work or its conduct. The City reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

21. **Warranty.** Any equipment purchased shall be warranted against defects by the Contractor for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the Contractor.

22. **Cancellation.** The City reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds.

23. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or its otherwise exempt from the requirement of obtaining a certificate of authority.

24. **Force Majeure.** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restrict to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

25. **Travel Per Diems.** All of the Contractor's travel and per diem expenses shall be the Contractor's sole responsibility. Payment to the Contractor by the City shall not include an additional amount for this purpose.

26. **Patent Infringement.** The Contractor selling the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (Provided that such Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

27. **Interfaces.** As documented in the Statement of Work, the following interfaces are included at no additional cost.

    a. Complus
    b. T2
    c. Passport

Dated:

CITY OF WAUSAU

By: Robert B Mielke

Its: MAYOR

By: Toni Rayala

Its: City Clerk

PORTABLE COMPUTER SYSTEMS, INC.

Martin Murphy
Vice-President

STATEMENT OF WORK

PROJECT INFORMATION

PCS Proposal No:	**19599/1**	Date:	3/1/2019
Customer Name:	**City of Wausau, WI**	Project Location:	Wausau, Wisconsin
Customer Contact:	Kristin Sorenson	Sales Contact:	Brian Ferring

This Statement of Work ("SOW") is delivered pursuant to the Contract between PCS Mobile and the City of Wausu for the purchase of hardware and implementation for two (2) automated license plate recognition systems for parking.

This Statement of Work shall be incorporated by reference and become part of the Contract upon acceptance by the City of Wausau and PCS Mobile.

Per direction, the ALPR deployment and implementation will encompass three phases as defined by the City;

Phase 1: The City intends to update signage on all applicable streets and roadways delineating the two (2) hour free parking rule being put in place; however, this has not been implemented. Currently, all original parking rules are still in place. The project is expected to be implemented in 2019 however a timeline has yet to be defined.

Phase 2: Purchase, install, configure and start using the 2 Genetec AutoVu ALPR solutions listed to enforce the 2-hour parking rule on roadways. This phase will also include integration of Complus for ticketing. To be completed in Q4 2018 – Q1 2019.

Phase 3: Purchase and install the T2 pay stations and Passport pay by phone application. Designate and assign permit parking for the City's ramps, garages and parking lots. Integrate Genetec AutoVu Pay by Plate Multi application and configure with the City's designated systems. To be completed in Q2 2019.

INSTALLATION SERVICES APPROACH

PCS MOBILE will provide services for the following phases of work, as applicable for each project:

Project Management
Deployment
Close Out

PROJECT MANAGEMENT SERVICES

Project Management Services will include the following items and tasks associated with installing the Genetec AutoVu ALPR Solution:

- Develop and Deliver Detailed Project Plan. Work with the City to refine the plan and complete within 3 weeks after contract signed.
- Participate in and lead if required, project meetings including a project kick-off and subsequent periodic meetings as required and/or at the request of the Customer.
- Implementation Schedule development, periodic monitoring and reporting as required.
- Communicate status of the project through periodic biweekly written progress reports as specified and documented in the Kick-Off Meeting agenda and notes. Additionally, a biweekly conference call may be initiated to facilitate additional communications between PCS Mobile's Service team and the City.
- Develop and Manage a project "punch-list" as may be required.
- Planning and management of project logistics, including delivery of equipment and management of installation schedule.
- Employ PCS Mobile's Quality Control Monitoring system and periodic quality assurance reviews of all installation work.
- PCS Mobile is to receive from the City a map of the parking areas in the downtown area that includes the specific business rules that apply to each section and incorporate that into the project plan

Project Management Services Deliverables shall include:

- Initial Project Schedule with any applicable updates
- Project meeting notes including progress reports as required
- Periodic Quality Control check verification as delineated in the Project Schedule

Customer Deliverables to the PCS Mobile Project Management team include:

- A current list of all vehicles designated for installation work
- A list of customer designated personnel who have been assigned project responsibilities to be delivered at the project Kick-Off meeting. These responsibilities may include but not be limited to:
    - review and written acceptance of completed work,

- prepping, provisioning and scheduling vehicles for installation work,
- scope revision/change order requests and approvals,
- approval of mounting locations,
- designation of and providing access to Customer facilities to include escorts as required,
- designate primary and secondary points of contact for project management communications,
- coordinate the training of customer staff.

DEPLOYMENT SERVICES

PCS MOBILE will provide the following Deployment and Installation Services:

- Phase 2 Installation and setup of two (2) Genetec AutoVu Automatic License Plate Recognition (ALPR) mobile systems on an existing Genetec Security Center platform, in accordance with the manufacturer's recommended installation guidelines and current industry best practices.
- Installation, which will happen on the City's existing Genetec Security Center platform, setup and configuration of the required AutoVu software. This service includes but is not limited to: Installation and setup of applicable software on the designated server, installation, setup and custom configuration of AutoVu on Security Desk, installation, setup and configuration of AutoVu Patroller on the designated in vehicle MDC, configuration of hotlists, and pay by plate integrations as required.
- Have Genetec Security Center and AutoVu mapped out with Permit Zones in accordance with the attached map as provided by the City, with detailed explanation of the different permit zones to properly identify cars for ticketing.
- Utilization of PCS Mobile's Quality Control Monitoring system. Written checklists will be completed for each vehicle installation and reviewed with the previously aforementioned designated customer personnel for approval and sign off.
- Final testing, cleaning and adjustment of all installed equipment.
- Phase 3 Integration of Genetec AutoVu Pay by Plate Multi application with customer designated payment systems when they become available.
    - This includes:
        - Complus – Interface to and from AutoVu for citation tickets. Integrate ticketing vendor with automated interface that sends all appropriate fields of information to Complus so that Complus can manage the billing.
        - T2 Pay stations – Interface to AutoVu with pay station system that allows citizens to pay for parking. Work with T2 to define interface specifications, test and implement.
        - Passport – Integrate with passport cloud/web solution that allows citizens to pay for parking and buy short- and long-term permits. Work with Passport to define interface specifications, test and implement.
- Set up at user privileges for at least 2 Patrol Lieutenants IDs and configure system to allow LTs to manage hotlists and other tools for license plates and vehicles of law enforcement interest.

Installation Parameters and Customer Preparation Requirements

- The customer will be responsible for relocating any existing equipment in the vehicle to make space available for the new Genetec equipment. The Patroller control unit will require approximately 15"x20" of open space with clearance for appropriate ventilation. If a proper space is not made available prior to our technicians' arrival, PCS Mobile will work with the agency to relocate any equipment; however, the customer will be charged a base rate of $65.00 per hour for this service plus any applicable travel and expenses incurred due to the delay, at government rates paid by the City to its employees.
- PCS Mobile will install each ordered mobile ALPR Solution in the vehicle designated by the customer. Should the customer require the ALPR solution to be moved or relocated to a different vehicle following the initial, approved installation, a change order will be required. This may incur additional installation and equipment costs. A written proposal for any additional costs will be prepared for Customer and written approval required prior to the commencement of the additional work.
- PCS Mobile will install the equipment in accordance with the manufacturers recommended installation guidelines. When specific instructions or guidelines are not available from the manufacturer, PCS Mobile will employ current industry best practices for installation.
- All wiring and cabling will be routed through protective grommets when required to prevent chafing and will be dressed appropriately when exposed. All electrical connections will be made using solder and heat shrink when applicable.
- Power wiring will be routed in accordance with industry best practices to a power distribution unit (PDU) either in the trunk or the vehicles console. If connections are not available at the PDU or console, power wiring will be connected at the battery for 12V constant and ground, and at the ignition harness for ignition sensing.
- As these installation(s) require direct electrical connections, connector fabrication and wiring; cable ends to be temporarily exposed while being routed and connected. PCS Mobile requests that an enclosed garage or work bay with suitable electrical power and lighting be made available for our technicians to perform the installation(s).

- PCS Mobile requests the customer have fleet mechanical personnel available to answer questions that typically arise during equipment installations. This will facilitate a smooth installation and prevent delays.
- PCS Mobile will make every effort to notify the customers designated representative of the anticipated completion schedule for approvals however with any work project issues may arise creating the potential for brief delays. We would greatly appreciate your representative remain flexible and keep open communications with the installation team.

Installation Services Team deliverables include:

- A completed, tested and approved vehicle installation in accordance with the vehicle's design and manufacturers' standard recommendations for installation.
- PCS Mobile provides a one-year warranty on labor and workmanship. *Customer Deliverables for the installation phase include:*
- Acceptance and receipt of delivered equipment, prior to installation. Customer shall designate the location and a point of contact for delivery acceptance.
- Access to vehicles and facilities for installation work as agreed upon, with schedule and access parameters as determined during the Kick-Off meeting.
- 120-volt power for installation work.
- Vehicles must be designated Out of Service for duration of the installation.

CLOSE OUT SERVICES

PCS MOBILE will provide the following historical documentation at Project Closeout:

- Written documentation of the vehicle unit number(s) and all associated equipment installed by PCS Mobile, including applicable computer and equipment serial numbers (may also be included on the applicable Work Order if required).
- Individual work orders including installation checklists and wiring diagrams for each vehicle.
- Manufacturer's operation manuals.
- Manufacturers' maintenance manuals and requirements.
- Software licenses.
- Training documentation and materials for User and Administrator reference and follow on training.

TIMEFRAME

PCS Mobile endeavors to deploy technicians onsite for installation approximately two (2) to three (3) weeks following the delivery of all designated ALPR system equipment and accessories to the Customer's location. Customers located within 250 miles of a PCS Mobile office may elect to have the equipment shipped to and stored with PCS prior to installation commencing.

TRAINING SERVICES

PCS Mobile will provide the following training services on site and remotely as required:

- Onsite – one, half day session
    - Train the Trainer – Operational personnel to include Supervisory and Enforcement Personnel
    - PCS requests class size be limited to 3 "trainers", so each participant obtains maximum benefit from the material as the bulk of the training is conducted in the vehicle.
    - Subjects include:
        - Patroller Operation Theory and Use
        - In-Vehicle Training
        - Patroller Training Exercise Checklist
    - PCS requests a suitable classroom be provided with a PowerPoint projector and screen so maximum benefit may be obtained.
    - Train at least 2 Patrol Lieutenants to manage hotlists and other tools for designating and/or locating license plates and vehicles of law enforcement interest within the system.

- Remote – one, half day session
    - Train the Trainer – System Administrator, Command Staff
    - Administrative operations in Security Center (Security Desk and Configuration Tool).
    - Reports in Security Desk
    - Updates

- Considerations and Requests
    - PCS requests a roster of students attending be provided prior to commencement

Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

Comments, features, and recommendations on using Municode to modernize the City of Wausau's Ordinances.

Currently, the City of Wausau makes its Code available via a PDF document on its webpage. It requires a citizen to download the document to examine the Code. The Code is not searchable. The user either needs to have a general sense of where in the Code the specific provision is located, or needs to read the entire Code to locate the pertinent provision. There are currently no other associated features that will be described below available to any users. The City Attorney's Office looked into a number of providers that convert and host municipalities' code online and were most impressed with Municode, based on the features it offered, the price, the ease of use, and the number of other municipalities both in Wisconsin and throughout the U.S. that use Municode.

Municode Total Code Administrator

- Municode will first convert our current Code to the Municode database including:
  - Removal of supplement numbers
  - Updating preliminary pages (title page, officials' page, and preface)
  - New page numbers
  - Creation of consistent style
  - Indexing
  - Incorporation of graphics and tabular matter
  - 5 printed copies of the new code with divider tabs (can be adjusted)
  - Inclusion of adopted legislation
    - $1,000, one time cost
- Supplementation Service when amendments, edits, and new ordinances need to be added to the Code:
  - Acknowledgement of material
  - Data conversion
  - Editorial work
  - Proofreading
  - Updating the index
  - The schedule is set by Wausau
  - Updating electronic versions and online code
  - Printing 5 copies (can set this separately)
    - $19 per page, single column

- Legal Review of entire Code to check for conflicts, outdated provisions, and issues of concern
    - Chapter by chapter legal review. Provides snapshot of possible conflicts and issues of concern
    - State law citations are checked
        - $7,750
- MyMunicode Bundle (first 6 months of service at no charge) $1,195 annually
    - MunicodeNEXT
        - Standard Web Hosting that allows full functionality on all devices
        - Narrow, pinpoint, and advanced (including Boolean) searching
        - Print or save as DOCX
        - Google translate to 90 languages
        - Share links via email and social media
        - ADA compliant
    - OrdBank
        - Library of individual ordinances that have been approved of but not officially codified yet.
        - Applies to amendatory ordinances only
    - CodeBank
        - Permanent online collection of previous versions of the Code
    - CodeBank Compare + eNotify
        - Compare any two versions of Wausau's online code, starting with the first Municode supplement
        - eNotify provides readers' email with updates each time the Code is updated
    - MuniPRO
        - Search Municode's database of over 3,600 online codes
    - Custom Banner
        - Customize Municode to match the look of Wausau's website
- MuniDocs
    - Host other municipal documents in a fully searchable format including minutes, agendas, resolutions, budgets, etc.
        - $350 annually

February 18, 2020

Re: Budget Request: Advanced Physical Therapy & Sports Medicine

City of Wausau Finance Committee and City Council

Finance Committee:

During the 2020 budget planning process, the Wausau Police Department made a supplemental budget request for $20,000 to contract with Advanced Physical Therapy to supply an onsite physical therapist for police officers. This program was implemented by the Wausau Fire Department in 2018 and they have seen an overall increase in health and fitness, a quality of life improvement for their staff, and reduction in lost time and work comp injuries. In addition, the physical therapist who works with Wausau Fire, Traci Tauferner, also works with a number of other local police and fire departments.

As you are well aware, there are very physical demands placed on our police officers. We must go from sedentary work driving a squad car to very demanding physical work in a moment. Advanced Physical Therapy provides a service of injury management, early intervention, and prevention that allows officers to be at their best. I have attached our supplemental budget request submitted last year for additional information on the program.

Ultimately, we owe it to our police officers and our citizens to have officers that operate at their peak of efficiency. We are behind the fire department's initiative and they have led the way in developing and piloting this program. Physical wellness is essential within the Wausau Police Department and I am requesting you support the expenditure of $20,000 for the PD to contract with Advanced Physical Therapy to begin as soon as possible.

I am also aware there have been preliminary discussions to have this initiative rolled out city-wide. I respectfully ask that you fund our request today so we can begin this important wellness initiative. I would be excited to see this initiative expanded city wide, but I don't want to wait for those conversations and actions to occur.

In discussions with Finance Director MaryAnne Groat, I understand there are a few options as to how to fund this initiative. 2019 budget surplus, health insurance reserves, and casualty insurance fund are potential funding options. If funded for the balance of 2020, I would make a budget line request for future years in the upcoming budget process.

Best Regards,

Benjamin K. Bliven
Chief of Police

CITY OF WAUSAU
SOLE SOURCE PURCHASE JUSTIFICATION
REQUIRED FORM PURCHASE OF GOODS OR SERVICES EXCEEDING $5,000

Purchase of goods or services for no more than $25,000 may be made without competition when it is agreed ***in advance*** between the Department Head and the Finance Director. Sole source purchasing allows for the procurement of goods and services from a single source without soliciting quotes or bids from multiple sources. Sole source procurement cannot be used to avoid competition, rather it is used in certain situations when it can be documented that a vendor or contractor holds a unique set of skills or expertise, that the services are highly specialized or unique in character or when alternate products are unavailable or unsuitable from any other source. Sole source purchasing should be avoided unless it is clearly necessary and justifiable. The justification must withstand public and legislative scrutiny. The Department Head is responsible for providing written documentation justifying the valid reason to purchase from one source or that only one source is available. Sole source purchasing criteria include: urgency due to public safety, serious injury financial or other, other unusual and compelling reasons, goods or service is available from only one source and no other good or service will satisfy the City's requirements, legal services provided by an attorney, lack of acceptable bids or quotes, an alternate product or manufacturer would not be compatible with current products resulting in additional operating or maintenance costs, standardization of a specific product or manufacturer will result in a more efficient or economical operation or aesthetics, or compatibility is an overriding consideration, the purchase is from another governmental body, continuity is achieved in a phased project, the supplier or service demonstrates a unique capability not found elsewhere, the purchase is more economical to the city on the basis of time and money of proposal development.

1. Sole source purchase under $5,000 shall be evaluated and determined by the Department Head.
2. Sole source purchase of $5,000 to $25,000 a formal written justification shall be forwarded to the Finance Director who will concur with the sole source or assist in locating additional competitive sources.
3. Sole source purchase exceeding $25,000 must be approved by the Finance Committee.

☐ **Ongoing Sole Source – 365 days** ☒ **One Time Sole Source Request**

1. Provide a detailed explanation of the good or service to be purchased and vendor.

The vendor for this request is Advanced Physical Therapy & Sports Medicine. The service provided will be an onsite physical therapist, Traci Tauferner, for 6 hours per week. The PT will be accessible to all staff at the police department. The services offered will include:

- Individual assessments on health, functional movement, and fitness
- Personalized performance enhancement programming
- Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

2. Provide a brief description of the intended application for the service or goods to be purchased.

The service provided will be an onsite physical therapist, Traci Tauferner, for 6 hours per week.

3. State why other products or services that compete in the market will not or do not meet your needs or comply with your specifications.

The Wausau Fire Department has been using Advanced Physical Therapy for the past two years. They have given great feedback regarding Traci's work with their staff. In addition, numerous local police and fire department also contract with Advanced Physical Therapy for this work with great recommendations. Because Wausau Fire has piloted this program and has seen success, I do not believe it would be beneficial or appropriate to select a different vendor.

4. Describe your efforts to identify other vendors to furnish the product or services.

In 2018, we contracted with Train 4 Your Best, who provided physical fitness instruction for our staff. The program did not achieve the results we had hoped and did not feel it had great value. Because the fire department (and other local departments) have piloted this program for first responders, we feel confident in the service we will be provided from Advanced Physical Therapy.

5. How did you determine that the sole source vendor's price was reasonable?

The Wausau Fire Department is already under contract with this vendor as are several other local departments.

6. Which of the following best describes this sole source procurement? Select all that apply.

☐ Product or vendor is uniquely qualified with capability not found elsewhere.

☐ Urgency due to public safety, serious financial injury or other. (explain)

☒ The procurement is of such a specialized nature that by virtue of experience, expertise, proximity or ownership of intellectual property

☐ Lack of acceptable quotes or bids.

☐ Product compatibility or the standardization of a product.

☐ Continuation of a phased project.

☐ Proposal development is uneconomical.

Department: Police Department	
Preparer: Benjamin K. Bliven	
Vendor Name: Advanced Physical Therapy & Sports Medicine	
Expected amount of purchase or contract: $20,000	
Department Head Signature:	*Date:* 02/18/2020
Finance Director Signature:	*Date:*

CITY OF WAUSAU SUPPLEMENTAL BUDGET REQUEST FORM

Department: ___Police Department____

Project/Spending Description: ___Wellness Program – Rehabilitation, Strength & Conditioning and Sports Medicine

☒ Ongoing Project ☐ Onetime Purchase/Expense

Department Priority: ☐ Critical ☒ High ☐ Medium ☐ Low

REQUESTED SUPPLEMENTAL FUNDING

EXPENSES	DESRIPTION	FTE	AMOUNT
Personnel Services			
Contractual Services	Rehabilitation, Strength & Conditioning and Sports Medicine		$20,000
Supplies and Expenses			
Building Materials			
Fixed Charges			
Capital Outlay			
Total			

REVENUES	DESCRIPTION		AMOUNT
Grants and Aids			
Public Charges for Services			
Other Revenue			
Total			

PURPOSE/DESCRIPTION OF REQUEST:

The purpose of this new Wausau Police Department program is to improve and increase the overall physical and mental wellness of our staff. The expected secondary benefits include a reduction in sick time use, a reduction in Worker's Comp. injuries, and financial savings in the treatment of Worker's Comp. injuries.

The Wausau Fire Department implemented this program for their staff and has observed the benefits outlined above.

Onsite Tactical Therapy (OTT):

The Onsite Tactical Therapy program includes injury management, early intervention and prevention. The overall goals for OTT are the following:

- Delivery of care in a timely manner
- Reduce the number of OSHA MS recordable and severity of work/personal injuries
- Reduce the ergonomic risks associated with work
- Keep workers healthy and fit
- Keep small problems small
- Reduce costs associated with insurance utilization
- Improve worker morale and culture
- Promote communication between the worker, supervisor, safety/HR, and medical community

The OTT components are:

- Individual assessments on health, functional movement, and fitness
- Personalized performance enhancement programming
- Health and wellness education
- On-site injury evaluations and rehabilitation to help provide better care for employees

The benefit results from the following:

- Prompt care when injured
- Invites 1:1 opportunity to promote a healthy path
- Decreases injury through prevention programming
- Brings healthcare to the employee
- Increases health and awareness
- Reduces common injury time-lost

SERVICE IMPLICATIONS:

Many injuries at the Wausau Police Department are due to strains and sprains; the OTT program has shown statistically that there is a reduction is this area by all of their participants. This will have a direct impact on worker compensation claims/costs and also help minimize chronic conditions. The reduction in chronic pain and discomfort is expected to positively impact job satisfaction and performance.

OUTCOMES/REVIEW: *(HOW WILL YOU MEASURE SUCCESS OF PROJECT)*

The outcomes, use, and savings will be measured quarterly (but can be annually).

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 2 8 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

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.

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:	**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. 17th 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

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

Memorandum

From: Robert Barteck, Deputy Fire Chief
To: Finance Committee
Date: February 19, 2020
Subject: Pricing of two fire engines

Purpose:
To discuss and seek approval for the purchase two new Sutphen fire engines at the price of $595,142.90 each.

Recommendation: That you approve the following:

1. We recommend the approval of the purchase of two new Sutphen fire engines with the total cost of: $1,190,285.80. This is exceeds the budgeted amount in the depreciation schedule by $160,285. The depreciation schedule for the replacement of the engines was last adjusted in 2014 after the purchase of a fire engine that year. The schedule had budgeted $515,000 in 2020 and then another $515,000 in 2021. With an estimated build time of 12-14 months for these two engines delivery is not expected until late winter of 2021 therefore it will allow a year to adjust and prepare for the increase in pricing.

Facts OR Considerations:

1. **Background**:
   Engines: In the last year the fire department has seen a drastic increase in breakdowns with the current fleet of aging fire engines. This is due age, high usage hours and poor construction quality of Engines 2 and 3. Both trucks have been out of service for significate periods of time and have had many costly repairs. Engine 1, our newest, has also been plagued with many of the same break-down issues. Several weeks over the last year the city has had only two or its four engines in service which leaves Central without an engine. Two new engines are needed as soon as possible.

   Finances: The Fleet Manager projects the future needs of the City and tries to estimate what replacement equipment might cost. The price of fire engines has risen drastically in the last 5 years and was beyond the projections that many municipalities. The Fleet Manger does have the funds in the projected budget but will need to do some internal shifting of where the money is used. Pushing the purchase of the 2020 engine to 2021 will assist with this adjustment.

2. **Discussion:**
   During the design phase the highest priority of the committee is to purchase a truck that is reliable and durable while still meeting the unique needs of our community not only

today but in the distant future. The committee also balanced fiscal responsibility into this equation and has designed a no-frills workhorse of a engine to try to get the best engine at the best price. Many departments have been struck with the rising cost of fire apparatus. While the trucks we are ordering may appear on the high side of cost when we made some comparisons to what other municipalities are paying the engines of our choice and design come in much lower. For example, in 2019 Marshfield purchased a new engine and paid $610,000, Wisconsin Rapid's new 2019 engine was $670,000 and Fon du Lac's 2016 was $650,000. At $595,000 the new Wausau 2021 engines are well below others being purchased in comparable communities.

3. **History:**
   At the November 11, 2019 Finance meeting approval was given for the purchase of the two engines through the Houston Galveston Area Council purchasing consortium. At that time we did not have the final price for the two engines. At this point the committee completed the written specifications of the engines with Sutphen and are ready to order them

4. **Rationale:**
   The price of the engines exceeds the amount that was estimated but falls well within reason for pricing of fire engines being purchased by other municipalities.

Impact:
1. Purchasing these engines will reduce the amount of time that current engines are broke down and out of service for repair.
2. In one single purchase the 2020 and 2021 scheduled engine replacements will be accomplished. This will reduce the staff time needed to purchase two engines by half. It also reduces engineering and construction costs that Sutphen charges.
3. By delaying delivery of the 2020 engine to 2021 it will allow the Fleet Manager to adjust the budget to account for the cost increase.

Coordination: An engine design committee included firefighters, engineers and officers from the Fire Department and two emergency vehicle repair technicians from Public Works.

Drafted by: Deputy Chief Robert Barteck, Fire Department

Cc: Mayor

PROPOSAL

TO THE:
CITY OF WAUSAU FIRE DEPT.
Attn: Deputy Chief Robert
Barteck
606 E. Thomas St.
Wausau, WI 54403
HGAC member #13-3444

DATE: February 10th, 2020

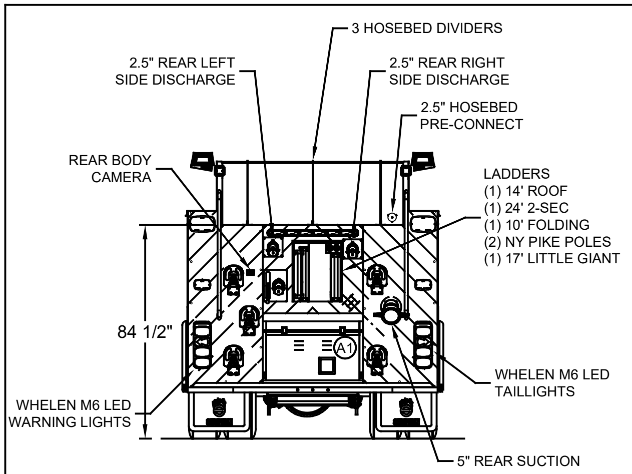
We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this HGAC proposal:
Two (2) Sutphen Heavy Duty Custom Pumpers Complete and Delivered for the Total Sum of $1,190,285.80

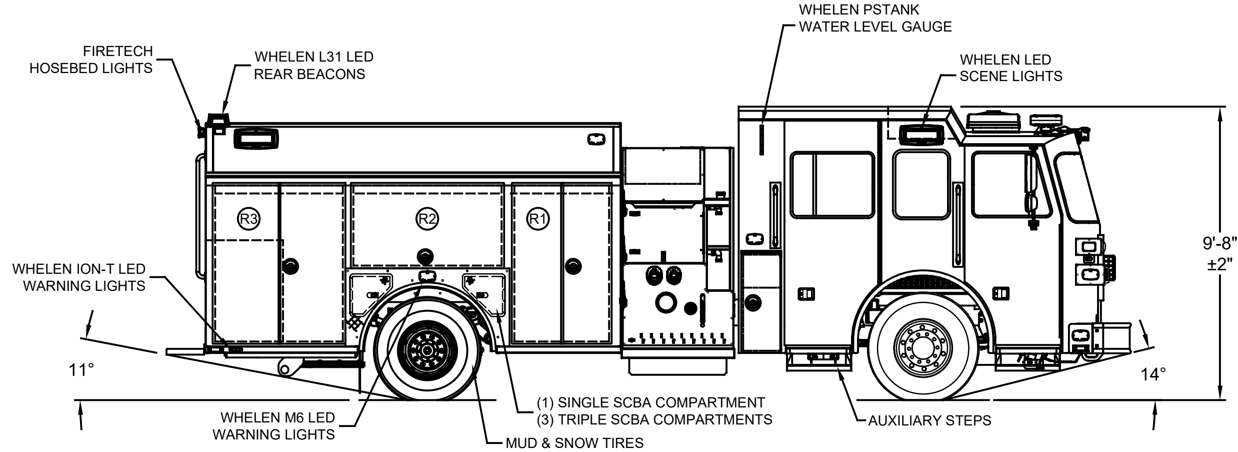
The units shall be manufactured completely in accordance to the following proposal and delivered in approximately **12 to 14** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for Thirty (**30**) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,

Scott Lumby
Custom Fire Apparatus, Inc
Authorized Representative for Sutphen Corporation
Email: lumby@customfire.com
Cell: 612-247-1653

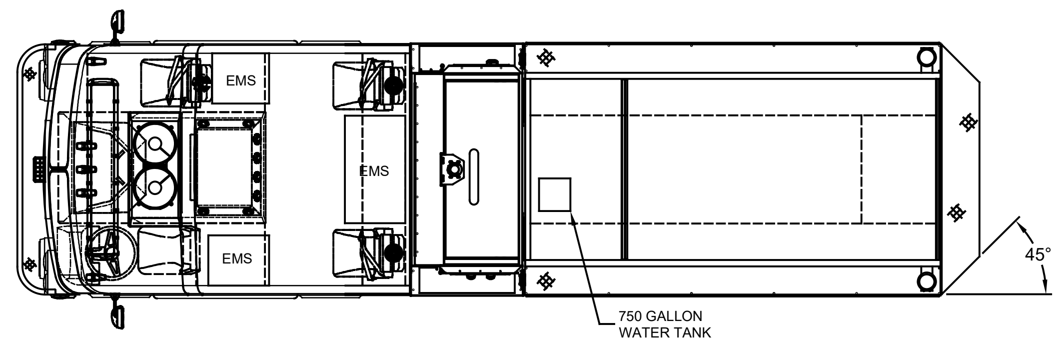


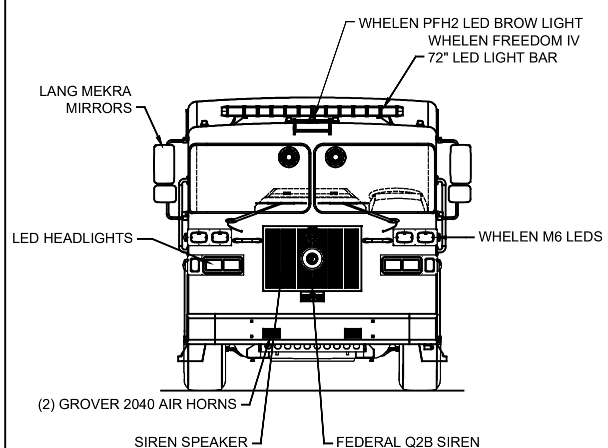


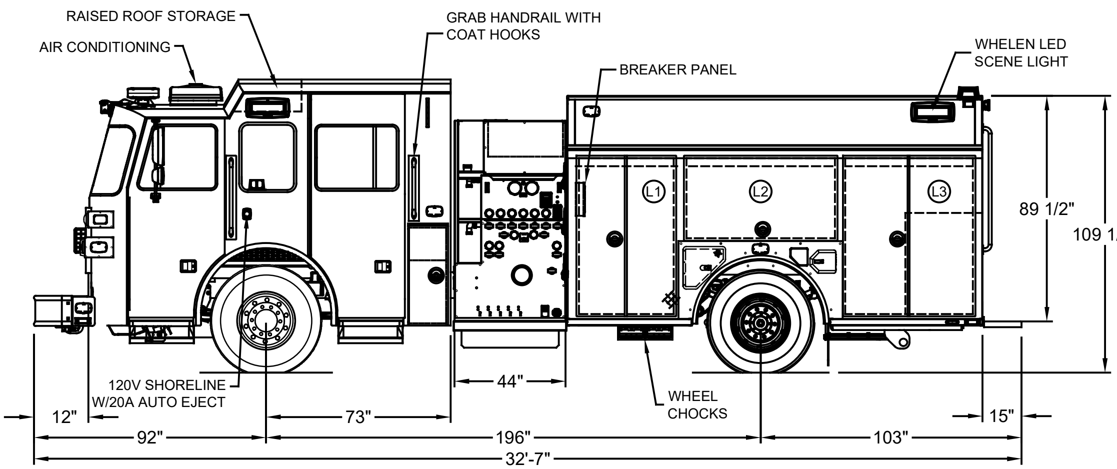
LEFT SIDE COMPARTMENTS					
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME	
L1	SINGLE	37.5"w X 56.5"h	40"w X 66"h X 26"d	37.4 CU. FT.	(8"h X 11"d UPPER)
L2	LIFT-UP	56.25"w X 27"h	59"w X 31.5"h X 26"d	28.4 CU. FT.	(8"h X 11"d UPPER)
L3	DOUBLE	48.75"w X 56.5"h	51.5"w X 66"h X 26"d	47.4 CU. FT.	(8"h X 11"d UPPER)

RIGHT SIDE COMPARTMENTS					
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME	
R1	SINGLE	37.5"w X 56.5"h	40"w X 66"h X 26"d	28.5 CU. FT.	(8"h X 11"d UPPER)
R2	LIFT-UP	56.25"w X 27"h	59"w X 31.5"h X 11"d	13.7 CU. FT.	(8"h X 11"d UPPER)
R3	DOUBLE	48.75"w X 56.5"h	51.5"w X 66"h X 26"d	36.0 CU. FT.	(8"h X 11"d UPPER)

REAR STEP COMPARTMENT				
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
A1	ROLL-UP	36.75"w X 19"h	39.5"w X 28"h X 31"d	19.8 CU. FT.
			TOTAL:	246.2 CU.FT.







DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.	CUSTOMER APPROVAL				DRAWN BY: K.EXEL
IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.	NAME:				DATE: 1/29/2020
	TITLE:	- -	-	-	
DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.	DATE:	REV. DESCRIPTION	BY	DATE	MFG. FACILITY: DUBLIN

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

SUTPHEN

WAUSAU FIRE DEPARTMENT
WAUSAU, WI

CUSTOM PUMPER - G9 BODY

DWG. NO.: WAUSAU, WI (2020 G9)

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.

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.