

**DODGE COUNTY TAXATION COMMITTEE**

September 21, 2017, at 4:30 P.M.

ROOM 4C DODGE COUNTY ADMINISTRATION BUILDING

JUNEAU, WI 53039

The meeting was called to order by Chairman Berres at 4:35 p.m.

Members present: Ed Benter, Ed Nelson, Jeff Berres, Cathy Houchin, and Dennis R. Schmidt.

Member(s) absent: None.

Others present: Patti K. Hilker, Treasurer; James Mielke, County Administrator; and Kim Nass, Corporation Counsel.

A motion was made by Benter, and seconded by Schmidt to approve the agenda and to allow the Chairman to go out of order as needed to efficiently conduct the meeting. Motion carried.

A motion was made by Houchin, and seconded by Schmidt to approve the August 18, 2017 minutes as presented. Motion carried.

Kim Nass gave a status report on Lots 3, 4, 5, 7, and 8 of the Plat of Monarch Development, located in the City of Beaver Dam, Wisconsin. Committee requested presentation of a proposal from interested party at next meeting.

The Committee considered and discussed a parcel of real estate identified as Dodge County Parcel Identification Number 020-1117-3132-016, located in the Town of Herman, and owned by CMC Heartland Partners.

The Committee considered and discussed parcels of real estate identified as Dodge County Parcel Identification Numbers 206-1114-0423-010; 206-1114-0422-244; 206-1114-0422-248; 206-1114-0422-249; 206-1114-0423-110; 206-1114-0423-111; 206-1114-0423-112, located in the City of Beaver Dam, and owned by MRS Visions, LLC. Committee requested proposed resolution and proposed agreement with the City of Beaver to be included on the next agenda.

Kim Nass gave a status report of the In Personam actions.

Patti K. Hilker gave a status report of the 2018 In Rem Foreclosure properties.

The next regular meeting of the Taxation Committee is scheduled for October 23, 2017, at 4:30 p.m., in Room 4C of the Dodge County Administration Building.

A motion was made by Nelson, and seconded by Houchin to adjourn the meeting at 5:20 p.m. Motion carried.

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Dennis Schmidt, Secretary

**Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.**

2  
3 **Resolution Authorizing an Agreement with the City of Beaver Dam for the**  
4 **Conveyance of Parcels of Real Estate to the City Of Beaver Dam**  
5 **In Exchange For the Payment of Unpaid Real Property Taxes**  
6

7 TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN  
8 MEMBERS,  
9

10 **WHEREAS**, MRS Visions, LLC, is the owner of parcels of real property located in the City of  
11 Beaver Dam, Wisconsin, identified as Dodge County Parcel Identification Numbers 206-1114-0423-  
12 010; 206-1114-0422-244; 206-1114-0422-248; 206-1114-0422-249; 206-1114-0423-110; 206-1114-  
13 0423-111; 206-1114-0423-112, (“the parcels”); and,  
14

15 **WHEREAS**, the parcels are located in the downtown area of the City of Beaver Dam bordering  
16 Ryan Cantafio’s Way and South Center Street as depicted on Exhibit “A”, attached hereto and  
17 incorporated herein; and,  
18

19 **WHEREAS**, tax certificates have been issued on the parcels for nonpayment of real property  
20 taxes in the amount of \$ \_\_\_\_\_, as of \_\_\_\_\_ for which interest and penalties have accrued to date  
21 in the amount of \$ \_\_\_\_\_, which interest will continue to accrue at a rate of one percent (1%) per  
22 month and penalty at a rate of one half percent (0.5%) per month until the real property taxes are paid  
23 on the parcels; and,  
24

25 **WHEREAS**, the City of Beaver Dam has expressed an interest in acquiring the parcels at the  
26 conclusion of an *in rem* tax foreclosure; and,  
27

28 **WHEREAS**, the City of Beaver Dam Common Council has adopted Resolution Number  
29 \_\_\_\_\_ at its meeting on November \_\_\_\_\_, 2017, which requests Dodge County to foreclose on the  
30 parcels and authorizes entering into an agreement with Dodge County pursuant to § 75.365, Wis. Stats.,  
31 which agreement provides for, among other requirements, the City of Beaver Dam’s acquisition of said  
32 parcels at the conclusion of the foreclosure for the principal amount of unpaid taxes and other terms  
33 and conditions in exchange for Dodge County’s taking of the parcels by *in rem* tax foreclosure process  
34 and conveying same to the City of Beaver Dam by Quit Claim Deed; and,  
35

36 **WHEREAS**, Dodge County is interested in having the parcels return to productive use; and,  
37

38 **WHEREAS**, the Dodge County Taxation Committee has considered the tax delinquent status  
39 and the history of the parcels in conjunction with the City of Beaver Dam’s request to acquire the  
40 parcels and has formed the considered conclusion that it is in Dodge County’s best interest to enter into  
41 an agreement with the City of Beaver Dam for the foreclosure and conveyance of said parcels on terms  
42 and conditions acceptable to Dodge County, and recommends that the Dodge County Board of  
43 Supervisors approve such action;

1           **SO, NOW, THEREFORE, BE IT RESOLVED**, by the Dodge County Board of Supervisors  
2 that the Taxation Committee, on behalf of Dodge County, is hereby authorized to enter into an  
3 agreement, pursuant to § 75.365, Wis. Stats., with the City of Beaver Dam for the conveyance of the  
4 parcels at the conclusion of the *in rem* tax foreclosure to the City of Beaver Dam in exchange for the  
5 payment of unpaid real property taxes; and,  
6

7           **BE IT FINALLY RESOLVED**, that said agreement shall contain terms and conditions  
8 acceptable to Dodge County, including, but not limited to, environmental indemnifications.

All of which is respectfully submitted this 14<sup>th</sup> day of November, 2017.

**Dodge County Taxation Committee:**

\_\_\_\_\_  
Jeff Berres

\_\_\_\_\_  
Dennis Schmidt

\_\_\_\_\_  
Ed Nelson

\_\_\_\_\_  
Cathy Houchin

\_\_\_\_\_  
Ed Benter

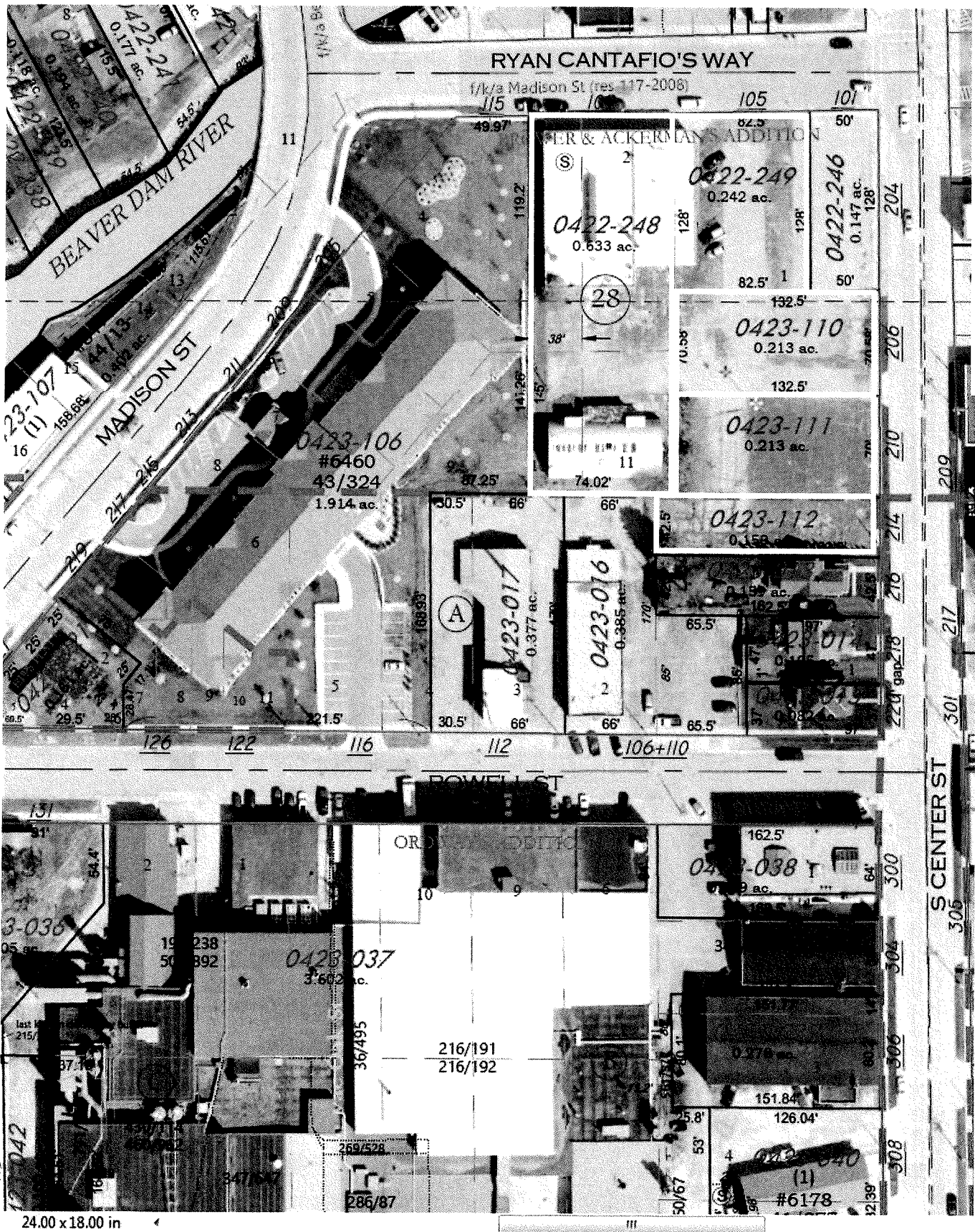
**Vote Required:** Majority of Members present.

**Resolution Summary:** A resolution authorizing the Taxation Committee to enter into an agreement with the City of Beaver Dam for the conveyance of parcels at the conclusion of the *in rem* tax foreclosure to the City of Beaver Dam in exchange for the payment of unpaid real property taxes.

MRS Visions Parcels: (6/27/17)

Current: 206-1114-0422-248, 206-1114-0422-249, 206-1114-0423-110, 206-1114-0423-111, 206-1114-0423-112

Historical (part of above parcels): 206-1114-0422-244 and 206-1114-0423-010h



24.00 x 18.00 in

Exhibit "A"

**AGREEMENT**  
**Dodge County and City of Beaver Dam**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Beaver Dam, Wisconsin, a municipal corporation, (“CITY”) and Dodge County, Wisconsin, a quasi-municipal corporation (“COUNTY”).

**RECITALS**

WHEREAS, there is located in the CITY, five (5) parcels of land which border Ryan Cantafio’s Way and South Center Street identified as Dodge County Parcel Identification Numbers, with parentheses denoting tax year delinquencies:

206-1114-0423-010 (2006-2007);  
206-1114-0422-244 (2006-2009);  
206-1114-0422-248 (2010-2016);  
206-1114-0422-249 (2010-2016);  
206-1114-0423-110 (2010-2016);  
206-1114-0423-111 (2010-2016); and,  
206-1114-0423-112 (2010-2016).

hereafter referred to as the “PROPERTY;” and,

WHEREAS, the property consists of five (5) parcels of land; however, there are seven (7) Dodge County Parcel Identification Numbers associated with the five (5) parcels due to two (2) of the five (5) parcels having two (2) Parcel Identification Numbers each prior to 2010; and,

WHEREAS, there are a number of buildings and possibly equipment and other items on the PROPERTY that were used for the operation of an automobile dealership, vehicle maintenance and repair business; and,

WHEREAS, the COUNTY has concerns regarding potential environmental hazards on the property and has not proceeded to acquire these parcels by *in rem* tax foreclosure; and

WHEREAS, the CITY is interested in the PROPERTY in its efforts to revitalize and improve the downtown area of the City of Beaver Dam; and

WHEREAS, the COUNTY and CITY desire to enter into this agreement pursuant to §75.365, Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
ACQUISITION OF THE PROPERTY**

- Section 1.01 Pursuant to the decision of the Taxation Committee of the Dodge County Board of Supervisors, the COUNTY has included the property in its 2018 *In Rem* Tax Foreclosure proceedings pursuant to the authority vested in the COUNTY by the Wisconsin Statutes.
- Section 1.02 The COUNTY agrees that it will make reasonable efforts to acquire the PROPERTY by *In Rem* Tax Foreclosure proceedings. The COUNTY and the CITY recognize that even though the COUNTY has included the PROPERTY in its 2018 *In Rem* Tax Foreclosure proceedings, it is possible that the Dodge County Circuit Court may refuse to order or adjudge that the COUNTY be vested with an estate in fee simple absolute in the PROPERTY. The CITY further recognizes that one or more of the parcels may be redeemed through the *in rem* foreclosure process and may not be available for conveyance.
- Section 1.03 The COUNTY agrees that in the event the COUNTY acquires the PROPERTY by *In Rem* Tax Foreclosure proceedings it will thereafter convey the acquired PROPERTY to the CITY by Quit Claim Deed upon the condition that the CITY has approved and executed this Agreement.
- Section 1.04 The CITY agrees that in consideration for the conveyance of the PROPERTY, it shall remit to the COUNTY, by not later than 30 days after the COUNTY acquires the *in rem* judgment for the PROPERTY, the sum of \$ \_\_\_\_\_, which sum shall hereinafter be referred to as the “specified sum.”
- Section 1.05 The COUNTY agrees that the specified sum is, and shall be, the payment necessary to acquire the PROPERTY and the CITY shall not, in any case, be responsible for interest or penalty as to the delinquent taxes.
- Section 1.06 The CITY agrees and acknowledges that the COUNTY’S conveyance of the PROPERTY to the CITY is a conveyance “as is”, by Quit Claim Deed.

**ARTICLE II  
INDEMNIFICATION**

- Section 2.01 The CITY shall exonerate, save harmless, protect, indemnify and defend the COUNTY, its officers, employees and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs whatsoever, including reasonable attorneys’ fees, which may arise out of or be attributable to the conveyance of the PROPERTY from the COUNTY to the CITY.

Section 2.02 The CITY shall exonerate, save harmless, protect, indemnify and defend the COUNTY, its officers, employees and agents from and against any and all losses, damages, claims, suits or actions, judgments, and costs whatsoever, including reasonable attorneys' fees, which may arise out of or be attributable to the PROPERTY.

Section 2.03 The COUNTY shall not be responsible or liable to the CITY for any loss or damage that may be occasioned by or through either the acts or omissions of persons occupying the PROPERTY, if any.

### **ARTICLE III ENVIRONMENTAL INDEMNIFICATION**

Section 3.01 Definitions. The following terms shall have the following meanings for purposes of this Agreement:

- (a) Hazardous Substances. "Hazardous Substances" means any substance:
- (1) the presence of which requires investigation, clean-up, removal or other remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
  - (2) which is or becomes defined as a contaminant, a solid waste, a hazardous waste, a toxic waste, a hazardous substance, a pollutant, chemical, substance or material or any other substance subject to control under any applicable environmental law, now or hereafter in effect, including without limitation: the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or under the laws of the State of Wisconsin or under any other applicable environmental law, whether now existing or hereafter in effect (the "Environmental Laws"); or
  - (3) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous; or
  - (4) the presence of which on the PROPERTY causes or threatens to cause a nuisance upon the PROPERTY or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the PROPERTY.
- (b) Environmental Requirements. "Environmental Requirements" mean all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits

or orders of all governmental agencies, departments or instrumentalities of the United States, the State of Wisconsin and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Substances whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, and all requirements pertaining to the protection of the health and safety of employees or the public.

- (c) Environmental Damages. “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable (including without limitation reasonable attorneys’ fees and disbursements and consultants’ fees and the cost of complying with any equitable form of relief or the result of any injunctive or similar action whether brought by the state or federal government, a private person or organization or any other party), any of which are incurred at any time as a result of the actual or suspected existence of any Hazardous Substances upon, about, or beneath the PROPERTY or migrating or threatening to migrate to or from the PROPERTY, or the actual or suspected existence of a violation of Environmental Requirements pertaining to the PROPERTY, regardless of whether the actual or suspected existence of such Hazardous Substances or the violation of Environmental Requirements arose prior to the present ownership or operation of the PROPERTY.

Section 3.02 Indemnification. The CITY, for itself and its legal representatives, heirs, successors, and guarantors, jointly and severally agree to indemnify, defend (with counsel reasonably approved by the indemnified parties), reimburse and hold harmless the COUNTY, its elected officials, employees, and successors, and assigns (the “indemnified parties”). The CITY agrees to indemnify, defend, reimburse and hold harmless the indemnified parties from and against any and all Environmental Damages arising from the actual or suspected presence of any Hazardous Substances upon, about, or beneath the PROPERTY or migrating to or from the PROPERTY, or arising in any manner whatsoever out of the actual or suspected violation of any Environmental Requirements pertaining to the PROPERTY and the former, current or future activities thereon by any party, or from the breach of any warranty or covenant or the inaccuracy of any representation of the CITY contained in this Agreement; provided, however, that the CITY shall not be required to indemnify, defend, reimburse or hold harmless any of the indemnified parties for any Environmental Damages arising out of the presence of any



Hazardous Substances which were deposited or disposed of on the PROPERTY on or after the date the PROPERTY is conveyed to the CITY.

- Section 3.03 Term. The obligations of the CITY under this Agreement shall be continuing and shall survive the conveyance of the PROPERTY contemplated hereunder and payment of the specified sum.
- Section 3.04 Investigation. The obligations of the CITY under this Agreement shall not be affected by any investigation by or on behalf of the COUNTY or any other indemnified party, or by any information that the COUNTY or any other indemnified party may have or obtain with respect thereto.
- Section 3.05 Expenditures for Property. The COUNTY shall have no responsibility for the payment of expenditures made and all liabilities incurred in performing the CITY's obligations under this Agreement, including, but not limited to, fees of the engineers, surveyors, and consultants; the cost of environmental surveys; the cost of site clean-up, and remediation of any Hazardous Substances and other expenses.

#### ARTICLE IV MISCELLANEOUS

- Section 4.01 Notices. All notices, demands, requests, consents, approvals and other communications required to be given hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, or by private courier or by facsimile transmission (followed by first class mail delivery of the original), addressed to the party to be so notified as follows:

If to COUNTY: Corporation Counsel  
Dodge County Administration Building, 4<sup>th</sup> Floor  
127 E. Oak Street  
Juneau, WI 53039-1329

If to CITY: City Attorney  
205 South Lincoln Avenue  
Beaver Dam, WI 53916

and shall be deemed received three (3) days after the mailing thereof. Either party may at any time change the address for notice of such party by mailing a notice to the other party.

- Section 4.02 Captions. The captions of Articles and Sections are for convenience of reference only, and shall not affect the construction to be given any provision hereof.

Section 4.03 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matter hereof, supersedes all prior agreements or understandings, if any, with respect thereto and may not be amended, supplemented or terminated, nor shall any obligation or condition be deemed waived, except by a written instrument signed by the party to be charged.

Section 4.04 Third party beneficiaries. The parties do not intend to confer any benefits hereunder on any person other than the parties hereto.

Section 4.05 No Assignment. The CITY and the COUNTY agree that there will be no assignment or transfer of this Agreement, nor of any interest in this Agreement.

Section 4.06 Venue. This Agreement shall be governed by the laws of the State of Wisconsin and venue shall lie in the Circuit Court for and in Dodge County, Wisconsin.

IN WITNESS WHEREOF, this Agreement has been executed by the parties, as of the day and year first above written.

**DODGE COUNTY, WISCONSIN:**

By: \_\_\_\_\_ (SEAL)  
James E. Mielke  
Dodge County Administrator

By: \_\_\_\_\_ (SEAL)  
Karen J. Gibson  
Dodge County Clerk

**CITY OF BEAVER DAM**

By: \_\_\_\_\_ (SEAL)  
Rebecca Glewen, Mayor

By: \_\_\_\_\_ (SEAL)  
John R. Somers, Clerk



## Memorandum

DATE: October 16, 2017

TO: Dodge County Taxation Committee

FROM: Nate Olson, Land Resources and Parks Department *NO*

SUBJECT: Mayville Hotel – Revolving Loan

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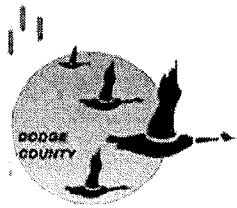
Greetings,

I was asked by Patti Hilker to provide the Taxation Committee a brief overview of the Revolving Loan that Dodge County holds with Mayville Hotel. Below is a summary of the loan situation with Dodge County.

On February 17, 2015 the Dodge County Board of Supervisors approved a \$315,000 loan through the Dodge County Revolving Loan Fund, which was recommended by the Dodge County Revolving Loan Advisory Committee. The term of the loan was for a period of 12 years and was fixed at 3.25 percent. The loan was secured by personal guarantees of Keith and Amanda Hill, a second lien position on the real estate, second position on a General Business Security Agreement, and a life insurance policy on Keith Hill.

The agreement was modified in December 2015 to allow for interest only payments for six months, after which payments would return to normal principal and interest repayments. On June 16, 2017 the loan agreement was modified again to allow for a flexible repayment schedule that allows for adjusted payments based on the business's busy months of the year. Currently, the Mayville Hotel loan balance is \$292,091.33 and the September payment is due.

Overall, the Dodge County Revolving Loan Advisory Committee Chairman, John Zanghi, Eileen Lifke, and I have worked very hard with this business owner to maintain the loan and create a sustainable repayment plan. John and I are in constant contact with this business owner to ensure compliance with the loan agreement.



**Land Information Search Tool (LIST) - Tax Balance Report**

Property: 251-1216-2314-035

Search powered by  
**GCS**  
 Report/Print engine  
 List & Label © Version 19:  
 Copyright combit® GmbH  
 1991-2013

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address	Owner
2015	Real Estate	251-1216-2314-035	251 - CITY OF MAYVILLE	45 N MAIN ST A		MAYVILLE HOTELS LLC

Tax Year Legend: = owes prior year taxes    = not assessed    = not taxed    Delinquent    Current

Payment Information

**Payoff Date: Tuesday, October 31, 2017**

**Total Due: \$ 33112.47**

Payment total will change unless payment is received by Treasurer's Office on or before payoff date.  
 Total Amount Due Based on Data Received as of Monday, October 16, 2017.

Tax Balance Summary

Tax Year	Certificate Number	General Property Tax Due	Specials	Woodland	Interest Charge	Penalty Charge	Other Charges	Amount Due
2015	767	9747 01	0 00	0 00	2046 87	1023 44	0 00	12817 32
2016	744	17812 18	69 00	0 00	1609 31	304 66	0 00	20295 15

Interest/Penalty Date **10/31/2017**



APTIM Environmental and Infrastructure  
8725 Rosehill Road, Suite 450  
Lenexa, KS 66215  
Tel: 877.829.5505  
Fax: 225.987.3705  
[www.cbi.com](http://www.cbi.com)

September 22, 2017

Kimberly A. Nass  
Dodge County Corporation Counsel  
127 East Oak Street  
Juneau, WI 53039

**Re: Evaluation of Lots 3, 4, 5, 7, and 8 – REVISED FOR LOT 7 DATA  
Monarch Development Site  
Beaver Dam, WI**

Dear Ms. Nass:

Aptim Environmental & Infrastructure, Inc. (APTIM) is pleased to provide Dodge County with this evaluation of environmental conditions at Lots 3, 4, 5, 7, and 8 of the Monarch Development Site located in Beaver Dam, Wisconsin. APTIM has reviewed all available reports and other information provided by Dodge County, as well as current state regulations and guidance pertaining to the reuse and placement of contaminated soil from a portion of one lot to another portion of the same lot; placement of excavation material from one lot to another adjacent lot; or, disposal of soil at a landfill.

#### **Site Evaluation**

Historical reports and documents associated with site investigation and remedial activities at the site were reviewed in order to assess current site soil conditions as to how they compare to the regulatory requirements prior to any development actions being taken. Available analytical data from these reports was reorganized and compared to current Wisconsin Department of Natural Resources (WDNR) risk assessment criteria.

#### **Lots 3, 4, and 5**

Soil data sets for lots 3, 4 and 5 were included in the Phase II Environmental Site Assessment (ESA), Monarch Development Site Lots 3, 4, and 5 – Environmental Management Company, LLC (May 2011). When compared to current WDNR Non-Industrial Direct Contact soil residual contaminant levels (RCLs), sample results from soil borings SB-1 and SB-13, which exceeded the previous RCL standards, illustrate concentrations of contaminants that are no longer exceeding standards for individual samples. Therefore, the area surrounding both of these borings may be considered part of the “unrestricted soil management areas”. Amended areas on unrestricted soil are illustrated in **Figure 1**. Soil with cumulative concentrations of carcinogenic compounds will still need to be either removed or capped as shown on **Figure 1**.

#### **Lot 7**

A Phase II ESA was completed for Lot 7 (Environmental Management Company, LLC - 2009) and provided to Aptim for review. The Phase II indicated that there were two apparent unrestricted reuse areas with no detections of contaminants at levels exceeding soil RCLs. These areas were an irregularly-shaped portion in the north central-northwestern part of the site with inclusions of small areas with RCL exceedances, and a smaller area in the east central part of the site that abuts the east property line. *However, after review of the new soil standards, several samples which*

*were listed in the Phase II as needing to be capped or landfill disposed, now do not exceed Non-Industrial Direct Contact standards.* Boring locations SB-7, SB-9, SB-14, SB-19, SB-20, SB-21 and SB-23 are all now unrestricted for re-use in the top 5 feet of the soil column. Soil at depths greater than 5 feet is currently restricted in the area of SB-5 and SB-20 (See **Figure 2**).

A few randomly chosen samples which did not contain direct contact exceedances were compared to cumulative risk analysis and no cumulative exceedances were noted; however, additional time would be required to compare all samples to cumulative risk criteria since that was not part of this scope.

#### Lot 8

A Soil Management Plan (SMP) was completed for Lot 8 (Shaw Environmental – 2009). This report, also, did not contain copies of the figures and tables; however, soil data tables were located in another file and compared to current standards. The same individual samples still exceed Non-Industrial Direct Contact RCLs as reported in the SMP. As outlined in the SMP, excavation and landfilling of impacted soils would be required in the area of GP-1 in order to satisfy risk criteria. The area of excavation is estimated to be approximately 900 cubic yards.

Arsenic has been reported present above the direct contact non-industrial soil RCL in most of the samples collected on all lots. Concentrations of arsenic are considered to be normal and consistent with background levels of naturally occurring arsenic in the area, as discussed in the Lot 8 SMP.

#### Review of Associated Regulations

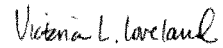
APTIM reviewed the WDNR Remediation and Redevelopment (RR) Program's updated (NR-RR-052e, March 2017) numerical soil standards of RCLs to determine how residual contamination present at the various lots of concern may affect development strategies. Additionally, a review of Wisconsin Statutes, Chapter NR 718, Management of Contaminated Soil or Solid Wastes Excavated During Response Actions, was conducted to evaluate possible alternatives for landfill disposal of contaminated soil that may be removed from various lots as part of redevelopment activities.

Once soil excavation and landfilling has addressed cumulative site risk on each lot, soil may be reused on site. Soil from the restricted areas must be utilized at least 4 feet below ground surface unless covered by a barrier, which may consist of at least two feet of compacted clay with geomembranes, asphalt or concrete roadways, parking lots, and building foundations. This would also involve prior WDNR approval and a Cap Maintenance Plan. Permeable barrier design and maintenance is discussed in greater detail in the WDNR's "Guidance for Cover Systems for Soil Performance Standard Remedies", RR-709.

Ms. Kimberly Nass  
September 22, 2017  
Page 3

APTIM appreciates the opportunity to submit this evaluation to Dodge County. If you have any questions or need additional information, please do not hesitate to contact me at 715-432-6152.

Sincerely,

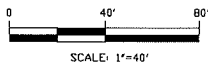


Victoria L. Loveland  
Project Engineer 3  
APTIM

Please Reply To: Vicky Loveland  
Telephone: 715-432-6152  
E-Mail Address: [vicky.loveland@aptim.com](mailto:vicky.loveland@aptim.com)



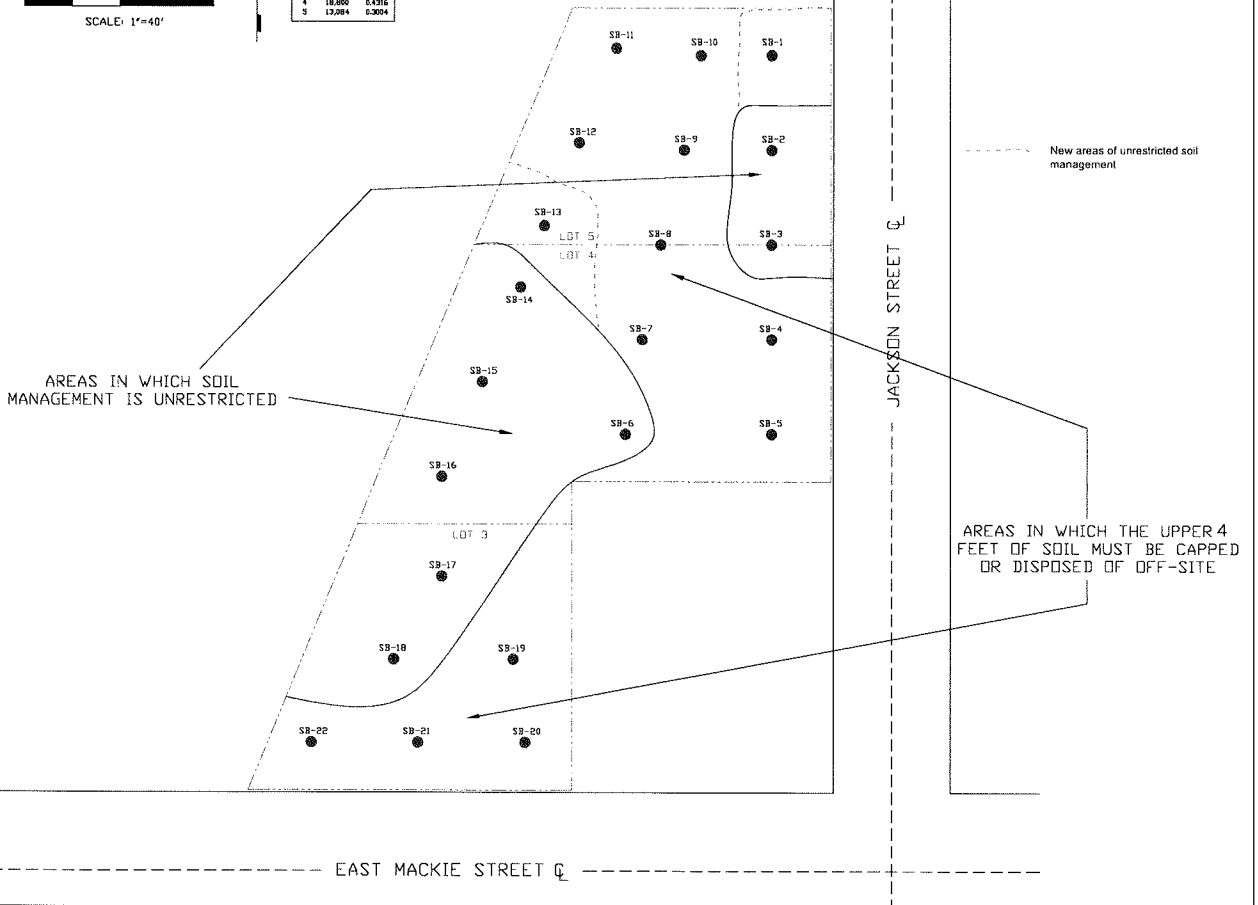
THE ENVIRONMENTAL MANAGEMENT COMPANY LLC  
 DRAWN BY: TJM DATE: 04/27/11  
 LOCATION: MONARCH DEVELOPMENT  
 LOTS 3, 4 & 5  
 DODGE COUNTY, WISCONSIN



LOT	SQ'FT	ACRES
3	12,675	0.291
4	18,800	0.4316
5	13,084	0.3004

FIGURE 1

AREAS OF CONTAMINATED AND  
 NON-CONTAMINATED SOIL AND SOIL  
 MANAGEMENT OPTIONS



LEGEND

- PROPERTY LINE
- SOIL BORING

