

DODGE COUNTY TAXATION COMMITTEE

October 23, 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 4:30 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; Kim Nass, Corporation Counsel; and Martin Sell.

A motion was made by Nelson, and seconded by Benter 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 Benter, and seconded by Schmidt to approve the September 21, 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. A motion was made by Schmidt, seconded by Benter to allow Corporation Counsel, Kim Nass, to work with Martin Sell, and draft an option to purchase Lots 7 and 8 of the Plat of Monarch Development and a separate option to purchase for Lots 3, 4 and 5 of the Plat of Monarch Development, all located in the City of Beaver Dam. Motion carried. The Committee discussed having the parcels appraised.

Kim Nass gave a status report on 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. Kim Nass reported that the City of Beaver Dam has expressed an interest in acquiring these parcels by paying the outstanding property taxes if Dodge County proceeds with an *in rem* tax foreclosure. On October 16, 2017, a resolution and agreement between the City of Beaver Dam and Dodge County pertaining to the acquisition by the City of Beaver Dam, was presented and considered by the City of Beaver Dam Administrative Committee. The Beaver Dam Common Council may consider the resolution and agreement at a meeting in November of 2017. If the Common Council approves the acquisition, a similar resolution and agreement may be presented to the Dodge County Board of Supervisors at its December 2017 meeting.

The Committee considered and discussed a parcel of real estate identified as Dodge County Parcel Identification Number 251-1216-2314-035, located in the City of Mayville, and owned by Mayville Hotels, LLC.

Kim Nass gave a status report of the In Personam actions. Judgments have been obtained for all In Personam actions filed.

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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 November 16, 2017, at 4:30 p.m., in Room 4C of the Dodge County Administration Building.

A motion was made by Houchin, and seconded by Benter to adjourn the meeting at 5:25 p.m. Motion carried.

Dennis Schmidt, Secretary

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

Nite-Cap Motel

JAKE BATTERMAN/Daily Times Jun 8, 2017 0



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PREV

The Nite-Cap Motel on North Church Street was recently condemned by the city after the owner requested the gas be shut off on June 1.

JAKE BATTERMAN/Daily Times

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**CITY OF WATERTOWN
NOTICE OF RAZE ORDER 07/05/2017**

Notice is given by the City of Watertown Building Inspector, under authority of Wisconsin § 66.0413(1)(b), Wisconsin § 66.0413(1)(c), and Watertown Municipal Ordinance § 253-5, that North Milwaukee State Bank, a division of First-Citizens Bank & Trust and BOPARAI LLC (Najar S. Boparai) have 30 days from the date of this notice to raze all principal and accessory structures, in accordance to Wisconsin § 66.0413 and Watertown Municipal Ordinance § 424-10, located on and within the boundaries of the following property located in the City of Watertown, Dodge County, Wisconsin and is further described as follows:

Part of Out Lot 20 in the Fourteenth (formerly Fifth) Ward of the City of Watertown, Dodge County, Wisconsin described as follows: Commencing at the South East corner of Out Lot 20; thence North 16 degrees 07 minutes West along the Easterly line of the Out Lot a distance of 300 feet; thence North 89 degrees 12 minutes West a distance of 588.60 feet to the centerline of a drainage ditch; thence South 12 degrees 02 minutes East a distance of 294.37 feet to the South line of Out Lot 20; thence South 89 degrees 12 minutes East along the South line of the Out Lot a distance of 610.50 feet to the place of beginning, as described in Document # 931636, Volume 1144, Page 43. (760 North Church Street)

Failure to comply may result in actions under Wisconsin § 66.0413(1)(f) and/or Wisconsin § 66.0413(1)(f).

CITY OF WATERTOWN
Doug G. Zwieg
Building Inspector

WNAXLP

Site Visitor Name: Ed Zagorski
Site Visitor Email: edz@wdtimes.com

Two privately owned properties in Watertown will be razed after being determined "unfit for human habitation" by the city's building, safety and zoning department.

The properties include a home at 1126 S. Third St. as well as the former Nite-Cap Motel at 760 N. Church St. The Nite-Cap was condemned by the city last month, after its owner requested that the water, gas and electricity be shut off.

The city's razing orders published in Wednesday's Daily Times give the property owners (or the bank each is affiliated with) 30 days to demolish the properties and remove debris from each site. In addition to identifying the buildings as uninhabitable, the building, safety and zoning department also made the determination that the cost of repairs for each building exceeds 50 percent of the its assessed value divided by the ratio of assessed value to the recommended value.

Land records found on the Dodge and Jefferson county websites indicate the assessed value of the property and home on South Third Street is \$67,600 while the Nite-Cap's assessment totals \$250,000. The value of the buildings alone total 47,600 and \$124,000 respectively.

According to state statute, a municipality can issue a razing order for either of these circumstances. The statute also states if the property owner fails to comply with a razing order within the specified time limit, the city's building inspector "may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use."

If this happens, the cost of razing may be charged against the value of the real estate the building sits on. North Milwaukee State Bank, the financial institution associated with the owner of the Third Street property has already requested an extension for the razing that runs until Sept. 1.

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 130-
29 2017 at its meeting on November 6, 2017, which requests Dodge County to foreclose on the parcels
30 and authorizes entering into an agreement with Dodge County pursuant to § 75.365, Wis. Stats., which
31 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 19th day of December, 2017.

Dodge County Taxation Committee:

Jeff Berres

Dennis Schmidt

Ed Nelson

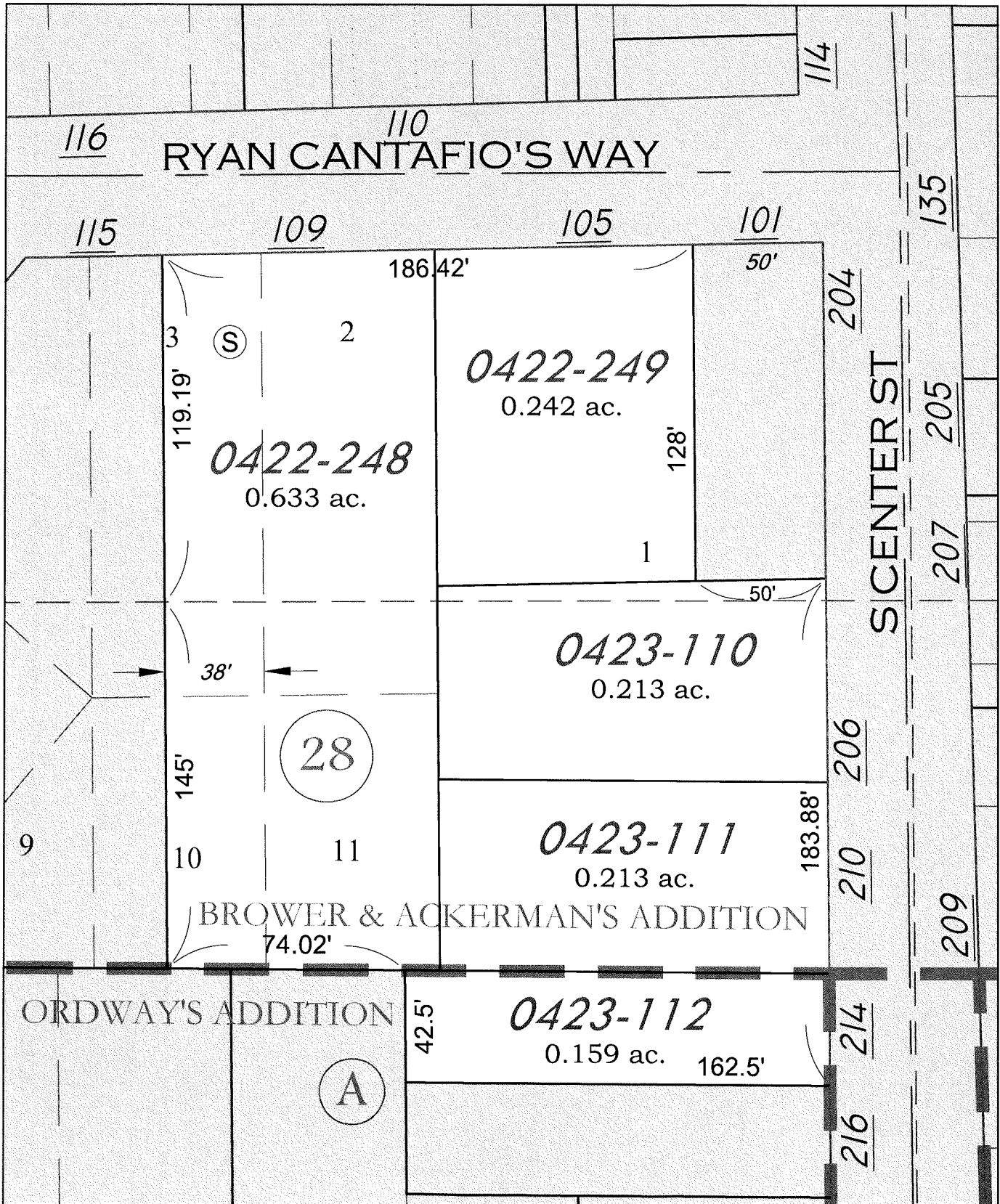
Cathy Houchin

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.

CERTAIN PARCELS IN THE CITY OF BEAVER DAM
 INCLUDED IN THE 2018 *IN REM*
 TAX FORECLOSURE PROCEEDINGS



AGREEMENT

Between Dodge County and City of Beaver Dam Pursuant to §75.365, Wis. Stats.

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 are five (5) parcels of land located in the CITY 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 (2010-2017)
206-1114-0422-249 (2010-2017)
206-1114-0423-110 (2010-2017)
206-1114-0423-111 (2010-2017)
206-1114-0423-112 (2010-2017)

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, the 2017 real property taxes for the following parcels will be available no later than December 15, 2017 and will be included in the amount due from the CITY:

206-1114-0422-248
206-1114-0422-249
206-1114-0423-110
206-1114-0423-111
206-1114-0423-112; 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. In the event that the COUNTY is unable to acquire all parcels contained in the PROPERTY, the CITY shall have the option to accept the conveyance of the parcels of the PROPERTY acquired by the COUNTY, in accordance with Section 1.06, or terminate this Agreement.

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(s) upon the condition that the CITY has approved and executed this Agreement.

Section 1.04 The COUNTY and CITY agree that the amount of \$106,314.23 is the outstanding delinquent real property taxes due for the PROPERTY for the tax years 2006 through 2016, inclusive, calculated as follows:

206-1114-0423-010 (2006-2007) - \$ 7,280.93
206-1114-0422-244 (2006-2009) - \$33,944.87
206-1114-0422-248 (2010-2016) - \$39,283.65
206-1114-0422-249 (2010-2016) - \$ 6,505.90

206-1114-0423-110 (2010-2016) - \$10,870.30
206-1114-0423-111 (2010-2016) - \$ 4,462.37
206-1114-0423-112 (2010-2016) - \$ 3,966.21

Section 1.05 The COUNTY estimates that the amount of real property taxes due for tax year 2017 is approximately \$8,519.63, which is based on an estimated 2% increase on the 2016 real property taxes, as follows:

206-1114-0422-248 (2017) - \$ 4,918.65
206-1114-0422-249 (2017) - \$ 652.71
206-1114-0423-110 (2017) - \$ 1,787.40
206-1114-0423-111 (2017) - \$ 615.40
206-1114-0423-112 (2017) - \$ 545.47

Section 1.06 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, or any of the parcels listed herein, the sum which consists of the outstanding principal amount of real property taxes due for the tax years 2006 through 2017, inclusive, and shall hereinafter be referred to as the “specified sum.”

Section 1.07 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 real property taxes.

Section 1.08 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(s) which will be prepared by COUNTY and recorded by the CITY.

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, agents 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, 4th 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

State of Wisconsin)
) ss.

