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**RESOLUTION #40-2014**

Resolution offered by the Supervisors of the Administration and Land Records Committees.

Resolved by the Board of Supervisors of Oneida County, Wisconsin:

**WHEREAS**, Wisconsin Statutes s. 75.365 provides that counties may enter into agreements with any local municipality for the purpose, among other things, of limiting the liability of the County in taking tax title to lands or otherwise acting pursuant to such agreement; and

**WHEREAS**, the above-described property was previously the site of a dry-cleaning facility and the property remains in blighted condition and requires testing for and possible remediation of existing contamination; and

**WHEREAS**, the property taxes on this parcel are delinquent (approximately \$70,000.00) and Oneida County has avoided foreclosing its tax liens and taking judgment to this parcel, due to Oneida County's policies regarding contaminated tax delinquent properties; and

**WHEREAS**, the City of Rhinelander and Oneida County have reached an agreement whereby the County shall obtain title to the property and convey the same to the City of Rhinelander for \$1,500.00 which amount reflects the payments made by the County to the City of Rhinelander for water/sewer penalties; and

**WHEREAS**, as further consideration for said property, the City of Rhinelander agrees to pay for special assessments for the tax year of 2014 and to assume liability for any 2014 real estate taxes assessed against said parcel, and to indemnify, hold harmless, and defend Oneida County from any and all liability including claims, legal expenses and costs of every kind related to the taking of tax title to the property and the sale of the property to the City of Rhinelander;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Oneida County Board of Supervisors duly assembled this 20th day of May, 2014, that the County Board Chair, County Clerk & County Treasurer are hereby authorized to enter into the attached Agreement with the City of Rhinelander for the acquisition and sale of the property located in the City of Rhinelander and described more commonly known as Lindy Cleaners located at 34 S Stevens St., parcel identification number RH 185, more particularly described as,

*The North Thirty (N 30' ) Feet of Lot Ten (10) in Block Twenty Five (25) of the Original Plat of the Village (now City) of Rhinelander, Wisconsin, according to the recorded Plat thereof, together with all right, title and interest in and to that certain adjacent easement for ingress and egress purposes.*

**AND:**

*The South Twenty (S 20' ) Feet of Lot Number Nine (9) in Block Twenty Five (25) of the Original Plat of the Village (now City) of Rhinelander, Wisconsin, according to the recorded Plat thereof.*

**BE IT FURTHER RESOLVED**, that the County Clerk is authorized to sign and place the county seal upon a quit claim deed for the parcel described above; and,

**BE IT FURTHER RESOLVED**, that the County Treasurer is authorized and instructed to assign to the City of Rhinelander, at the time of issuance of the quit claim deed, all county certificates on the property conveyed.

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Vote Required: Majority = \_\_\_\_\_ 2/3 Majority = \_\_\_\_\_ 3/4 Majority = \_\_\_\_\_

The County Board has the legal authority to adopt: Yes \_\_\_\_\_ No \_\_\_\_\_ as reviewed by the Corporation Counsel, \_\_\_\_\_, Date: \_\_\_\_\_

Approved by the Administration Committee this 8<sup>th</sup> day of May, 2014.

Consent Agenda Item: \_\_\_\_\_YES \_\_\_X\_\_\_NO

Offered and passage moved by: \_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor

Approved by the Land Records Committee this 13<sup>th</sup> day of May, 2014.

Offered and passage moved by: \_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor

\_\_\_\_\_ Ayes  
\_\_\_\_\_ Nays  
\_\_\_\_\_ Absent  
\_\_\_\_\_ Abstain  
\_\_\_\_\_ Adopted

by the County Board of Supervisors this \_\_\_\_\_ day \_\_\_\_\_, 2014.

\_\_\_\_\_ Defeated

\_\_\_\_\_  
Mary Bartelt, County Clerk

\_\_\_\_\_  
David Hintz, County Board Chair

103 **AGREEMENT FOR TRANSFER OF CONTAMINATED PROPERTY (Page 1 of 2)**

104  
105 **THIS AGREEMENT**, is made by the County of Oneida, a political subdivision of the State of  
106 Wisconsin, with its principal place of business at 1 South Oneida Avenue, Rhinelander,  
107 Wisconsin 54501 (hereinafter 'County") and the City of Rhinelander, a municipal corporation  
108 with its principal place of business at 135 S. Stevens St. Rhinelander, WI 54501 (hereinafter "  
109 "City").

110  
111 WITHNESSETH:

112  
113 WHEREAS, the following described property (hereinafter "Property"), is currently subject to  
114 foreclosure by the County for unpaid taxes, plus applicable interest and penalties,

115  
116 *The North Thirty (N 30' ) Feet of Lot Ten (10) in Block Twenty Five (25) of the Original Plat of*  
117 *the Village (now City) of Rhinelander, Wisconsin, according to the recorded Plat thereof,*  
118 *together with all right, title and interest in and to that certain adjacent easement for ingress and*  
119 *egress purposes.*

120 AND:

121 *The South Twenty (S 20' ) Feet of Lot Number Nine (9) in Block Twenty Five (25) of the Original*  
122 *Plat of the Village (now City) of Rhinelander, Wisconsin, according to the recorded Plat thereof.*

123  
124 WHEREAS, Said property is commonly known as Lindy Cleaners located at 34 S Stevens St.,  
125 parcel identification number RH 185, and said parcel is tax delinquent in the amount of  
126 approximately \$70,000; and,

127  
128 WHEREAS, the County has the right to judgment vesting title to the property in the County, and

129  
130 WHEREAS, the County has not tax foreclosed on said property due to its policies directed at  
131 avoiding any possible liabilities which may be imposed on parties having an ownership interest  
132 in a potentially contaminated property; and

133  
134 WHEREAS, the property is located in the City of Rhinelander and the City and County believe  
135 that the Property was contaminated with hazardous substances as defined in Wis. Stat. s.  
136 292.01(5); and

137  
138 WHEREAS, the City and County wish to enter an agreement pursuant to Wis. Stat. s. 75.365 to  
139 transfer of the contaminated property to the City with the intent of the City to implement a plan to  
140 remediate the site and convert it to a public parking lot; and

141  
142 WHEREAS, the City has requested the County to acquire title to the property for purposes of  
143 conveying the property to the City.

144  
145 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

146  
147 1. Upon final disposition of the foreclosure process, the County will sell the property to the City  
148 for a total sum of \$1500.00, which amount reflects water/sewer penalties previously paid to the  
149 City by the County.

150  
151 2. The City will continue to pursue a grant and or funds to remediate the property as required by  
152 state and federal regulations and will notify the County before the final tax foreclosure date if  
153 they are no longer interested in obtaining title to the property.

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3. The County will pursue a tax foreclosure of the above described property, and provided the City does not withdraw its request, upon final tax foreclosure judgment, will transfer the property immediately to the City.

4. The City shall also pay the tax bill and any special assessments for the 2014 tax year.

5. The City assumes all liability and risks associated with said property from the date and time of the tax foreclosure, and indemnify, hold harmless, and defend the County from any and all liability including claims, awards, damages, demands, settlement costs, legal expenses and costs of every kind related to the taking of tax title to the property and the sale of the property to the City, pursuant to this agreement.

6. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and no Agreements or promises shall be recognized which are not embodied in this Agreement.

CITY OF RHINELANDER

By: \_\_\_\_\_, Date: \_\_\_\_\_  
Richard Johns, Mayor

By: \_\_\_\_\_, Date: \_\_\_\_\_  
Valerie Foley, City Clerk

COUNTY OF ONEIDA

By: \_\_\_\_\_, Date: \_\_\_\_\_  
David Hintz, County Board Chair

By: \_\_\_\_\_, Date: \_\_\_\_\_  
Kris Ostermann, County Treasurer

By: \_\_\_\_\_, Date: \_\_\_\_\_  
Mary Bartelt, County Clerk

