



CITY OF MARSHFIELD

# MEETING NOTICE

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## AMENDED

**COMMON COUNCIL  
CITY OF MARSHFIELD, WISCONSIN  
TUESDAY, OCTOBER 28, 2014  
Council Chambers, Lower Level, City Hall Plaza  
7:00 p.m. or immediately following the budget meeting**

NOTE TO VISITORS AND GUESTS: Welcome to this meeting of the Common Council. We appreciate your interest in the City of Marshfield. Item "H" on the agenda (below) provides an opportunity for the Mayor and Council to receive comments from members of the public. If you would like to make a comment, please write your name and address and indicate your topic on a form at a table near the entrance to the Council Chambers prior to the beginning of the meeting. After being recognized by the Mayor at the appropriate time, please address the Council from the podium, first stating your name and address.

- A. Call to Order by Chris Meyer, Mayor
- B. Roll Call
- C. Pledge of Allegiance
- D. Approval of Minutes – October 13, 2014  
October 13, 2014 (Budget Meeting)  
October 20, 2014 (Budget Meeting)
- E. Comments from the Mayor, specifically:
  - 1) Employee Recognitions:
    - Jon Lucareli, Fire & Rescue Department, November 7, 1994, 20 years
- F. Reading of items added to the agenda
- G. Barry Feig began his employment in the Assessor's Office on July 18, 1994 and will retire as Deputy Assessor on October 31, 2014, after 20 years of service. Joan Spencer, City Assessor, will recognize Mr. Feig on behalf of the City of Marshfield.
- H. Public Comment Period/Correspondence  
At this time, the Mayor will recognize members of the public who have indicated a desire to address the Council. Upon recognition by the Mayor, persons may address the Council from the podium, first stating their name and address. The Council may take action on emergency matters introduced by members of the public.

COMMON COUNCIL AGENDA  
OCTOBER 28, 2014

- I. Reports from commissions, boards, and committees.
- J. Consent Agenda:
- 1) Meeting minutes/reports
    - a. Convention & Visitors Bureau (August 26, 2014)
    - b. Zoning Board of Appeals (August 26, 2014)
    - c. Fire & Police Commission (September 4, 2014)
    - d. Fairgrounds Commission (September 24, 2014)
    - e. Fairgrounds Commission (October 7, 2014)
    - f. Fire & Police Commission (October 9, 2014)
    - g. Marshfield Utility Commission (October 13, 2014)
      1. Job Order #5701, Wildwood Booster; Purchase and install new 40 H.P. motor at a cost of \$6,500
      2. Job Order #5703, Replace hydrant at 1<sup>st</sup> Street and Cedar Avenue at a cost of \$5,788.13
      3. Job Order #5705, Replace hydrant at Blodgett and Walnut at a cost of 5,628.98
      4. Job Order #17784, Arby's 3 PH underground upgrade, 1501 N. Central Ave; replace aging 3 phase underground primary before failure and replace transformer due to corrosion at a cost of \$11,072.
      5. Job Order #17786, John Seehafer OH Pri reroute, M424 Mann St; rerouting an old overhead primary line and pole to an accessible location for a new underground service. Also removing a customer owned pole that is being used as a second pole at a cost of \$5,509.00
    - h. Business Improvement District (October 15, 2014)
    - i. Airport Committee (October 16, 2014)
    - j. Parks, Recreation, and Forestry Committee (October 16, 2014)
    - k. Board of Public Works (October 20, 2014)
    - l. Judiciary and License Committee (October 21, 2014)
    - m. Finance, Budget and Personnel Committee (October 21, 2014)
    - n. City Plan Commission (October 21, 2014)
      1. Approval of Resolution 2014-63 (conditional use permit – 1307 N. St. Joseph Ave.)

Recommended Action: Receive and place on file, approving all recommended actions.

- K. Consideration of items removed from the consent agenda, if any.
- L. Presentation – Update of Strategic Plan for the City's TIF Districts. Introduction by Keith Strey, Finance Director. Presentation by Dave Pawlisch, SCS Engineers and Dave Anderson, PFM Group.

Recommended Action: Accept and place on file.

- M. Request to approve the adoption of the Comprehensive Outdoor Recreation Plan. Presented by Ed Englehart, Director of Parks and Recreation.

Recommended Action: Adopt the Comprehensive Outdoor Recreation Plan.

COMMON COUNCIL AGENDA  
OCTOBER 28, 2014

- M. Second Reading – Ordinance No. 1290, amending Section 14.69 pertaining to amount of sewer service charges. Presented by Sam Warp, Wastewater Superintendent.

Recommended Action: Approve Ordinance No. 1290.

- N. First Reading – Ordinance No. 1289, amending Section 18-66(10) of the Municipal Code adding additional regulations pertaining to the duration and quantity of temporary garage sale uses. Presented by Jason Angell, Director of Planning and Economic Development.

Recommended Action: None at this time, unless the rules are suspended; final action will be scheduled at the November 11, 2014 meeting.

- O. Request to proceed with Phase IV architectural services related to the Library and Community Center Project. Presented by Jason Angell, Director of Planning and Economic Development.

Recommended Action: Authorize Zimmermann Architectural Studios, Inc. to proceed with Phase IV architectural services – preparing final construction and bidding documents.

- P. Review request for proposal for construction manager services for the Library and Community Center Project. Presented by Jason Angell, Director of Planning and Economic Development.

Recommended Action: Approve the request for proposal as presented and authorize staff to being the process to solicit proposals.

- Q. Request to approve Budget Resolution No. 25-2014, transferring \$4,878 from State grants to the Fire Protection General Fund to pay for training on the PEAC-WMD software. Presented by Bob Haight, Fire Chief.

Recommended Action: Approve Budget Resolution No. 25-2014.

- R. Request to approve Payroll Resolution No. 2014-61 authorizing early swim Lifeguard rate to be \$9.75 an hour effective as of October 28, 2014. Presented by Lara Baehr, Human Resources Manager.

Recommended Action: Approve Payroll Resolution No. 2014-61

- S. Report from the City Attorney regarding the process to bring the water utility back under the City's direct control and oversight. Presented by Harold Wolfgram, City Attorney.

Recommended Action: None, for information only.

- T. Discussion regarding options to provide relief to employees for 2015 changes to health insurance. Presented by Steve Barg, City Administrator.

Recommended Action: Discretion of the Council.

COMMON COUNCIL AGENDA  
OCTOBER 28, 2014

- U. Set date/time for public hearing for the 2015 budget and tax levy (Tuesday, November 25<sup>th</sup> at 6:30 p.m.).
- V. Items for future agendas.
- W. Adjournment

Posted this day, October 27, 2014 at 11:30 p.m., by Deb M. Hall, City Clerk

Notice

*It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Deb M. Hall, City Clerk at 630 South Central Avenue or by calling (715)486-2023.*

**OCTOBER 13, 2014**

**PUBLIC HEARING:** Called to order by Mayor Meyer at 6:54 p.m., in the Council Chambers, City Hall Plaza pertaining to vacating and discontinuing the portion of unopened Wildflower Drive from the end of the existing cul-de-sac to the unopened cul-de-sac on Sunflower Street lying within the Prairie Run Subdivision, and vacating and discontinuing those portions of Red Hawk Lane, Highview Drive and Schueller Drive lying within the Schueller's City Lights Plat.

**FOR:** None

**AGAINST:** None

**COMMENTS:** None

The public hearing closed at 6:55 p.m.

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Regular meeting of the Common Council was called to order by Mayor Meyer at 7:00 p.m., in the Council Chambers, City Hall Plaza.

**PRESENT:** Michael Feirer, Alanna Feddick, Chris Jockheck, Gordon H. Earll, Ed Wagner, Char Smith, Gary Cummings, Rebecca Spiros, Tom Buttke and Peter Hendler

**ABSENT:** None

The flag was saluted and the pledge given.

**CC14-211** Motion by Feirer, second by Cummings to approve the minutes of the Common Council meeting of September 23, 2014.

**Motion carried**

No items were added to the agenda.

### **PUBLIC COMMENT PERIOD**

William Penker of 600 S. Sycamore Avenue. He spoke about the request from the Marshfield Area Pet Shelter. The proposed pet shelter will be a business and like any business it can succeed or not and it needs start up funds. This venture could potentially receive startup funds of \$250,000. Does the lender (the taxpayer) provide substantial funds to a startup venture without having background material in hand? The shelter will apparently solve a problem that is only going to get worse but what is it, how large is it and does it involve pets, feral animals or both.

Kevin Hamill representing the Union members and employees of the Marshfield Police Department. He talked about the city's health insurance plan changes for 2015. Concerns have also been brought up about WEA is questioning the doctors on procedures that they are requesting to be performed and denying some of them. The entire 7% increase is being passed on to the employees. He would have expected city staff to send out RFP's for 2015 knowing that they had a 7% increase in health care premiums coming towards them and that wasn't done.

Travis Sherdern, Police Department employee. He also spoke about the city's health insurance and offered some alternatives that they thought would be worth exploring. (1) Offer multiple plans; and (2) Offer buy-outs for health insurance. He asked the Council to consider all options that are available but simply accepting this proposal as is, not shopping around or looking at other options, would be selling the employees short as well as the citizens of Marshfield.

Brad Breuer representing the Marshfield Firefighters. He encouraged the Council to consider looking at other options when considering the city's health insurance. Let the employees feel like they are getting the best option instead of shouldering the entire 7% increase with the insurance plan that is being proposed.

Chris Jockheck invited the public to the second Civility Project Forum held on Wednesday, October 22, 2014 at the Marshfield Library at 6:30 p.m.

## **REPORTS FROM COMMISSIONS, BOARDS AND COMMITTEES**

None

## **CONSENT AGENDA**

**CC14-212** Motion by Buttker, second by Jockheck to receive and place on file, approving all recommended actions for the items listed on the consent agenda. Meeting Minutes/Reports: Library Board Finance Committee of July 15, 2014; Library Board Special Meeting of July 22, 2014; Library Board of August 12, 2014; Main Street Board of September 3, 2014; Parks, Recreation & Forestry Committee of September 11, 2014; Airport Committee of September 18, 2014; Main Street Board of October 1, 2014; Historic Preservation Committee of October 6, 2014; Board of Public Works of October 6, 2014; Judiciary and License Committee of October 7, 2014 and Finance, Budget and Personnel Committee of October 7, 2014.

Alderman Feddick asked for motion FBP14-079 to be pulled from the Finance minutes of October 7, 2014. It reads as follows: **FBP14-079** Motion by Earll, second by Feddick to authorize filling the position of Assistant Street Superintendent and any other vacancy that occurs during the recruitment process within the Street Division. Smith voted Nay. Motion carried

Vote on motion **CC14-212 as amended**.

**Motion carried**

**CC14-213** Motion by Wagner, second by Smith to confirm the action that the Finance committee made through motion FBP14-079. Ayes - 10

**Motion carried**

An external and internal search will be conducted to fill the position(s) in the Street Department.

Second reading of Charter Ordinance No. 26, requiring that the position of Assessor be appointed by the Common Council for an indefinite term.

**CC14-214** Motion by Earll, second by Feirer to approve Charter Ordinance No. 26. Ayes – 8; Nays – 2 (Feddick and Hendler)

**Motion carried**

Second reading of Ordinance No. 1288, rezoning request by Josh Gluege, representing the property owners Lonnie and Paulette Peterson, to change the zoning of two vacant parcels located at 401 and 407 East 21st Street (parcels numbers 33-06268 and 33-06269), from “SR-3” Single Family Residential to “TR-6” Two-Family Residential District.

Aldersperson Smith requested permission to abstain from voting on this item due to a potential perceived conflict of interest. There was no objection.

**CC14-215** Motion by Wagner, second by Cummings to approve Ordinance No. 1288. Ayes - 8; Nay – 1 (Jockheck); Abstain – 1 (Smith)

**Motion carried**

First reading of Ordinance No. 1290, amending Section 14.69 pertaining to amount of sewer service charges.

**CC14-216** Motion by Buttke, second by Cummings to approve Resolution No. 2014-39, discontinuing those portions of Red Hawk Lane, Highview Drive and Schueller Drive lying within the Schueller’s City Lights Plat. Ayes - 10

**Motion carried**

**CC14-217** Motion by Hendler, second by Jockheck to approve Resolution No. 2014-45, vacating and discontinuing the portion of unopened Wildflower Drive from the end of the existing cul-de-sac to the unopened cul-de-sac on Sunflower Street lying within the Prairie Run Subdivision. Ayes – 10

**Motion carried**

**CC14-218** Motion by Feirer, second by Cummings to approve Resolution No. 2014-60, Certified Survey Map for the dedication of public right-of-way for North Peach Avenue. Ayes – 10

**Motion carried**

**CC14-219** Motion by Smith, second by Hendler to approve Resolution No. 2014-58, implementing a revised rental rate schedule for the Vehicle/Equipment Internal Service Fund effective January 1, 2015. Ayes - 10

**Motion carried**

**CC14-220** Motion by Wagner, second by Cummings to approve Resolution No. 2014-59, implementing a revised Wastewater Utility machinery and equipment rental rate schedule effective January 1, 2015. Ayes - 10

**Motion carried**

**CC14-221** Motion by Wagner, second by Hendler to approve group health insurance contracts with Wisconsin Education Association (WEA) Trust for calendar year 2015 for all benefit-eligible employees, including elected officials and instruct staff to find a way of mitigating the effect of the increase on the employees and come back to the Council with a proposal by the last budget session and look at some very creative ways of dealing with health insurance in 2015. Ayes - 10

**Motion carried**

**CC14-222** Motion by Buttke, second by Jockheck to approve “Consent to Assignment & Release Agreement” to allow the sale of the Tower Hall property.

**Motion carried**

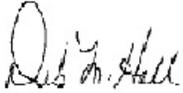
**CC14-223** Motion by Cummings, second by Jockheck to approve the appointment of Mike Winch, Street Superintendent, to be the City’s Weed Commissioner.

**Motion carried**

Future Agenda Items

Policy on how to hand external vs. internal recruitment.

There being no further business the meeting adjourned at 8:28 p.m.

A handwritten signature in cursive script, appearing to read "Deb M. Hall".

Deb M. Hall  
City Clerk

**OCTOBER 13, 2014**

Special Budget meeting was called to order by Mayor Meyer at 5:00 p.m., in the Council Chambers, City Hall Plaza.

**PRESENT:** Michael Feirer, Alanna Feddick, Chris Jockheck, Gordon H. Earll, Ed Wagner, Char Smith, Gary Cummings, Rebecca Spiros, Tom Buttke and Peter Hendler

**ABSENT:** None

The flag was saluted and the pledge given.

### **CITIZEN COMMENTS**

None

City Administrator Barg presented the recommended 2015 budget.

The Mayor recommended to the Common Council that if members want to make changes to the budget that it can be discussed at that meeting but not voted on until the next meeting. This would give everyone, the public included, an opportunity to respond to the proposed change(s).

Mayor Meyer turned the chair over to Alderperson Feddick, Chairperson of the Finance, Budget and Personnel Committee.

**CC14-210** Motion by Feirer, second by Buttke to adopt the Mayor's concept that any changes that are being proposed for the 2015 budget would not be voted on until the next meeting.

**Motion carried**

The Council reviewed the following budgets:

1. Transportation; Taxi and Airport
2. Quality of Life; Parks & Recreation, Library, Aging/Senior Center, UW Marshfield/Wood County, Convention and Visitors Bureau; Room Tax, Dairyfest, Celebrations & Entertainment and Upham Mansion.
3. Communication; Cable TV
4. Cemetery
5. General Government; Mayor, Common Council, City Administrator, City Attorney, City Clerk, Finance, Technology, Assessor, Various Non-Departmental Budgets and Community Committees
6. Economic Development; Planning and Economic Development, Economic Development Fund, Business Improvement District, Industrial Park Authority and Residential Rehabilitation
7. Public Safety; Police, Fire & Rescue, Emergency Medical Services, Emergency Management, Municipal Court and Public Safety Funds

The rest of the budgets were held over until the next Budget meeting.

8. Public Works; Administration, Engineering, Street Division, Building Services, Wastewater Utility and Vehicle & Equipment Internal Service Fund
9. Capital Projects

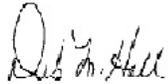
Items to be placed on the next Common Council Budget meeting agenda:

1. Look at changing the policy regarding the Finance Department charging the Economic Development Board for managing the Economic Development Loans.
2. Discuss the MACCI Business Development Director position.
3. Revenue sources for the possible donation to the Marshfield Area Pet Shelter and the Heroin Task Force.

The next budget session will be held on Monday, October 20, 2014 at 6:00 p.m.

Motion by Hendler, second by Spiros to adjourn at 6:37 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

**OCTOBER 20, 2014**

Special Budget meeting was called to order by Mayor Meyer at 6:00 p.m., in the Council Chambers, City Hall Plaza.

**PRESENT:** Michael Feirer, Alanna Feddick, Chris Jockheck, Gordon H. Earll, Ed Wagner, Char Smith, Gary Cummings, Rebecca Spiros, Tom Buttke and Peter Hendler

**ABSENT:** None

The flag was saluted and the pledge given.

### **CITIZEN COMMENTS**

None

**CC14-224** Motion by Feirer, second by Hendler to go into closed session pursuant to Wisconsin Statutes, chapter 19.85 (1)(e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Specifically the City Administrator had requested a closed session to discuss the negotiation of terms of a potential donation to the public library project. Roll call vote, all ayes. (Time: 6:03 p.m.)

**Motion carried**

Present in closed session: Alderperson Feirer, Feddick, Jockheck, Earll, Wagner, Smith, Cummings, Spiros, Buttke and Hendler, Mayor Meyer, City Administrator Barg, Finance Director Strey, City Clerk Hall, Library Director Belongia, Public Works Director Knoeck and Planning & Economic Development Director Angell.

**CC14-225** Motion by Spiros, second by Wagner to return to open session. Roll call vote, all ayes. (Time: 7:08 p.m.)

**Motion carried**

No action was taken on the closed session item.

Mayor Meyer turned the chair over to Alderperson Feddick, Chairperson of the Finance, Budget and Personnel Committee.

The Council reviewed the following budgets:

1. Public Works; Administration, Engineering, Street Division, Building Services, Wastewater Utility and Vehicle & Equipment Internal Service Fund
2. Capital Projects

City Administrator Barg said that there were no updates on state funding. Nothing has changed. At the last budget meeting health insurance was discussed specifically about the 7% increase and whether or not the City is contributing to any portion of that premium increase. Council seemed to support at least some contribution towards that 7%. At staff level they have been looking at what 2% would buy them to help mitigate the insurance increase. Would that get them reductions in the premium share for staff, would it get them changes to the design plan that would be better than the one being proposed as far as some of the increases in co-pays, deductibles, would they put it all on wages to help offset some of this. So there are some options. The dollar amount would be approximately \$55,000 - \$60,000 to make it work, to give employees some relief. There was no opposition from the Council.

He also spoke about the Assessor's Department. The Deputy Assessor will be retiring at the end of this month. The Assessor has recommended not filling that position and changing the .6 FTE to a full time position. That would save the City around \$50,000 - \$60,000.

**CC14-226** Motion by Wagner, second by Hendler to remove the \$5,121 from the 205 Fund Economic Development and transfer it to the 101 General Fund Finance budget and fund it through the contingency fund. Ayes - 10

**Motion carried**

Aldersperson Jockheck left the meeting at 7:45 p.m.

No change in the budget regarding the MACCI Business Development Director position.

**CC14-227** Motion by Feddick, second by Hendler to direct staff to find some source(s) of revenue for the Heroin Task Force donation or portion of it. Ayes - 9

**Motion carried**

**CC14-228** Motion by Earll, second by Wagner to direct staff to work with the Marshfield Area Pet Shelter to come forward and present some options to the Common Council for consideration in the 2016 budget and remove the \$250,000 from the 2015 Ordinance Budget. Ayes - 9

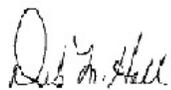
**Motion carried**

No other changes were recommended for the 2015 Budget.

The next budget session will be held on Tuesday, October 28, 2014 at 6:00 p.m.

Motion by Spiros, second by Smith to adjourn at 8:32 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

# Marshfield Convention & Visitors Bureau

## Board Meeting Minutes – August 26, 2014 at Hotel Marshfield

*Present:* Scott Berg, Alderman Gary Cummings, Todd Diedrich, Scott Koran, Cory Latourell

*Absent:* Al Chaney (excused)

*Non Board Members Present:* CVB Director Matt McLean / Minutes taken by Lyn Anderson

*Guests:* Sandra Hanson, Baymont Inn & Suites

**McLean called the meeting to order at 11:30 am.**

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- I. Minutes from July Meeting**  
***MOTION to approve the minutes from July 22<sup>nd</sup> meeting, as written, was made by Gary C., second by Scott B., and unanimously carried.***
- II. Financial Report**  
Financials from July 2014 were reviewed, and McLean reported that \$57,000 from working cash has been placed back into a money market account. Total assets are \$329,000. ***MOTION to approve the July Financial Report was made by Gary C., second by Scott K., and unanimously carried.***
- III. July Activity Report**  
McLean asked if there were any questions or comments regarding the August Activity Report included in the Board Meeting Packets, and there were none.
- IV. City Wide Baseball Meeting**  
McLean gave report on this meeting. Baseball is the producer of the most sports related room nights for Marshfield hotels/motels. Discussed possibilities to improve baseball facilities, including the field at UW-Wood, to extend the season.
- V. GM Roundtable Discussion**  
McLean reported on luncheon meeting with leadership from Baymont Inn, Holiday Inn and Hotel Marshfield. Meeting started with discussion about what's going on (in Marshfield) in the next month. Hotels agreed to try to use the reporting form, so we can better track room nights, and the events that produce the most. Some of the smaller motels used to be involved; McLean will make efforts to involve them, with the possibility of a quarterly "innkeepers" meeting.  
  
Regarding the proposed 2% room tax increase, attendees were in favor, but would like to talk more about where the funding would go and the potential impact on room nights.
- VI. Future Spending & Community Plan**  
We need a good sell (master plan) to get everyone involved. If UW participates we can get all sports involved because it will be a multi-purpose field. Parks & Rec will be the main player to get everybody together. Scott B. suggested we have them involved, but not in charge. It was suggested he be invited to be part of a "sports consortium," i.e., parking, traffic flow, etc. McLean will be attending a sports meeting in Chicago next month. Todd D. suggested that we reiterate the goal of the CVB every time we are involved in these meetings.
- VII. Wildwood Zoo Update**  
McLean reported that all agreements have been signed, and we will be presenting a check to the zoo for \$75,000 on January 2, 2015. McLean will be meeting to finalize the press conference to be held at the Maple Fall Fest, to announce this donation for the new bears; they will arrange for media to be here to film the event. CVB has made the largest donation ever to support local tourism. At 2pm on Saturday, September 13<sup>th</sup>, the DJ will broadcast for people to go to the zoo for a special announcement, and hopefully we will have a couple hundred people go over. They have some pretty good mock-ups of what the new exhibit will look like. Part of the agreement is we own the rights to name the bears, so we will be working out a contest and or process after this announcement.
- VIII. Wisconsin Trappers Show**  
Plans from this event are moving along well. Press releases have been scheduled, and McLean has secured a golf cart for their use. Challenge has been they have a new person in charge, who mentioned that this event

has been getting a little “stale.” McLean has been able to secure quite a few comp hotel rooms and added value for event organizers, and they are happy.

**IX. Udder Mudder**

They will void our grant check, and appreciated all of our help, especially in the social media. Hotel Marshfield and Baymont Inn were sponsoring hotels, and offered hotel packages for the event on September 21<sup>st</sup>. We will be supplying Visitor Guides and “Welcome” bags.

**X. Maple Fall Fest Update**

Lyn gave an overview of progress, reporting that we will have the largest number of vendors to date. Matt distributed a volunteer list for board members to sign up, if able. Cory L. volunteered her hotel staff if we should need extra volunteers. Matt reported that we should have \$12 to \$14,000 to put towards grant proposals next year.

**XI. Milwaukee State Fair Wrap-Up**

We had 5 or 6 volunteers from Marshfield manning our booth, shared with Wisconsin Rapids and Stevens Point, and collected over 2,000 e-mail addresses. McLean reported that he personally talked to about a dozen people that have attended Vox Concerts. (\$2,500 grant from Wood County helped offset costs)

**XII. 2014 Goals Update**

McLean gave update and progress report

**XIII. New Business**

Cheese Curd Crawl, presented by the State of Wisconsin and the Dairy Board

**The next meeting with lunch provided will be held on Tuesday, September 30, 2014 at 11:30 am  
*DiLucas, next to the Holiday Inn***

**Meeting adjourned at 1:00 pm.**

## ZONING BOARD OF APPEALS MINUTES OF AUGUST 26, 2014

A special meeting of the Zoning Board of Appeals was called to order by Chairperson Gerl at 5:01 p.m. in the 1<sup>st</sup> Floor Conference Room, Suite 108, City Hall Plaza.

**PRESENT:** Ken Bargender, Ed Gerl, Richard Kenyon, Robert Lewerenz, Dean Markwardt and 1<sup>st</sup> Alternate Todd Zieglmeier

**ALSO PRESENT:** City Planner Miller, Zoning Administrator Schroeder, City Administrator Barg, Alderperson Wagner, Deputy Clerk Panzer, Dave Wasserburger, Bob Trussoni, Mike Trulen, Jack Bremer, John Berg, Jim Reigel, Scott Larson, Dennis Immerfall, Jeff Gaier and Elizabeth Gaier

**EXCUSED:** None

**ZB14-015** Motion by Kenyon, second by Bargender to approve the minutes of July 8, 2014 as submitted.

### **Motion carried**

Deputy Clerk read the variance request from Marshfield Utilities for the use of temporary cranes, located in the 1700 Block of East Depot Street (parcel 33-02484), zoned "SR-3" Single Family Residential, for a 97 foot temporary variance to construct a new water tower. The proposed maximum elevation for either crane would be 1,495 feet above mean sea level (AMSL), extending up to 225 feet above ground level (AGL). The "Airport Overlay & Height Limitation Zoning Map, Marshfield Municipal Airport, Marshfield, Wisconsin," as identified in Sec. 18-93(4) of the Municipal Code, requires structures at this location, in the Overflight Zone (AIR-4), to not exceed 1,399 feet above mean sea level (AMSL).

### Background

Marshfield Utilities is requesting a temporary variance to the Height Limitation Zoning Ordinance (HLZO) for the purpose of constructing a new water tower, located in the 1700 Block of East Depot Street, zoned "SR-3" Single Family Residential District. Per Section 18-93(8) of the Municipal Code, a temporary height variance cannot be administratively approved. Back in April, the Zoning Board of Appeals granted a 39 foot variance to construct a water tower in the same location at an elevation of 1,437 feet above mean sea level (AMSL).

The Applicant is requesting a 97 foot temporary variance to exceed the Height Limitation Zone of 1,399 feet AMSL to allow the largest temporary crane to reach an elevation of 1,495 AMSL or 225 feet above ground level (AGL). There will be three separate cranes on site throughout the project. The Aeronautical Study Number listed after each crane coincides with the Federal Aviation Administration's (FAA) determination letter.

- The first crane will be in the Fall of 2014 for the construction of the foundation. This crane does not require a variance as it is below the HLZO. (Aeronautical Study No. 2014-AGL-636-OE)
- The second crane will be the tallest one to be installed late Winter/Spring of 2015. This crane will extend up to 225 feet AGL (1,495 feet AMSL) and will be there for one day to setup and one day to remove the third crane, the Jib Crane. (Aeronautical Study No. 2014-AGL-635-OE)
- The third crane will be the Jib Crane which will be on the tank pedestal approximately 8-10 weeks in the Spring 2015. The Jib Crane will extend 198 feet AGL to a maximum elevation of 1,468 feet AMSL. (Aeronautical Study No. 2014-AGL-4691-OE)

The requested variance covers the maximum height of the tallest crane (225 feet AGL), even though that crane will only be in use for two days, and will also cover the use of the Jib Crane at a lower elevation in use for 8-10 weeks. Both cranes will require the minimums for the approaches to be raised during the crane's use. It will be vital that Marshfield Utilities communicate with the Marshfield Airport for when the crane is in use.

City Planner's statement of facts regarding the variance request:

1. The property is located in the 1700 Block of East Depot Street (parcel 33-02484) in the "SR-3" Single Family Residential district.
2. The Lot is 15.344 acres in size with the proposed tower to be located on the south side furthest from the residential properties and closest to the railroad.
3. The proposed water tower height is 167 feet AGL, 1,437 feet AMSL.
4. The ground elevation at the proposed tower location is 1270 feet.
5. The maximum elevation permitted at this location by the Height Overlay Zoning Ordinance (HLZO) is 1,399 feet AMSL.
6. The proposed cranes would exceed the Height Limitation Zoning Overlay District by up to 97 feet.
7. The Applicant is requesting a 97 foot temporary variance from the HLZO.
8. The HLZO requires a determination from the FAA, the Wisconsin DOT and a recommendation from the airport manager.
9. The FAA issued a letter regarding the request and has made a "determination of no hazard to air navigation for temporary structure."
10. The Wisconsin DOT, Bureau of Aeronautics also issued a letter regarding the request stating "since the FAA's airspace study found there to be no hazard to air navigation, we will have no objection to the proposed structure so long as there are no objections from the Marshfield Airport."

Variance Criteria (Section 18-165(6))

**(The variance will not be contrary to the public interest.)** *"In order to build the approved project, it is necessary to have all three cranes at various parts of the project. Without the use of the cranes, Marshfield Utilities cannot build the approved project."*

**(Substantial justice will be done by granting the variance.)** *By granting the variance it will allow Marshfield Utilities to build the approved project. The variance for the cranes will be temporary.*

**(The variance is needed so that the spirit of the ordinance is observed.)** *"Yes. This temporary variance will still allow the City of Marshfield to maintain control of its airspace."*

**(Due to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.)** *"Yes, without approval of the variance, Marshfield Utilities will not be able to build a project that has already been approved through proper channels."*

City Planner Miller pointed out that there are a few other conditions in the letter from the FAA that would raise the minimums of aircraft coming into the approach, especially for the taller crane that would raise the minimums 50'-60' depending on the approach and then for the lower crane it would raise the minimums 20'. So, even though there is no hazard to air navigation they are still increasing the minimums, which limits the ability of aircraft to land on that runway during crosswinds and severe weather. These increases would be temporary to the minimums.

City Planner Miller referred to the minutes of the Marshfield Airport Committee of August 21, 2014 which were distributed before the meeting started. The Marshfield Airport Committee's opposition to Marshfield Utilities variance request to build a water tower in the 1700 Block of East Depot Street from the April 8, 2014 meeting was attached to Marshfield Airport Committee's minutes of August 21, 2014. The Marshfield Airport Committee reviewed both variance requests at their August 21, 2014 meeting and their recommendation was to not approve the cranes use for this project. The FAA has no objections contingent upon the Marshfield Airport having none.

John Berg distributed and read a letter (*see attached*) that was drafted on May 19, 2014. This letter was sent to the Mayor, City Administrator, Common Council, Zoning Board of Appeals members and City Planner. He signed and dated the letter again today in case someone didn't receive it.

John Berg mentioned that the Common Council agreed to a 25 year assurance that the City of Marshfield would abide by DOT/BOA guidelines when they accepted federal monies and grants. The BOA has the power to eliminate future funding or request reimbursement of past funding if guidelines are not followed.

Jeff Gaier explained that when the Airport was built it was a mile out of town. The runway 34/16 has already been extended. We have absolutely no growth potential on 4/22 because of the City now, so there is no way we are going to be able to grow. As the city is growing it is going to surround the Airport so we have to do everything to protect what we have. Right now the Federal Aviation is telling us to protect our clear zones which we are buying property for at the moment. We are going to get more and more people coming in with requests to penetrate the height limitation zone, because the City is going to grow. The City is going to need more infrastructure, but the problem is if we keep having incursions we are going to lose our funding for the Airport. We count on the Federal Aviation Administration and the State to help us out with projects. We are the only department in the City that has cost shares that are at 90% right now with federal funding and 5% with the State, so the City is only paying 5% for cost share projects at the Airport.

Jeff Gaier said the only growth potential that the Airport has is to expand 500' to the north and approximately 1,000' to the south.

Dave Wasserburger mentioned that Marshfield Utilities would need a variance anywhere in the City, because of the three mile circle around the Airport. The entire city is in the overfly zone.

City Administrator Barg asked if we were fighting a battle that has already been discussed at length and decided on at an earlier meeting, since the variance for the tower was already approved and this request is a temporary situation for a crane to erect the tower.

Dave Wasserburger said the City may want to revisit their ordinance to allow for something like the future construction of water towers, because you can't allow the city to grow without a water supply.

Alternative locations were discussed.

John Berg said the Airport is objecting to the height of this variance request and the fact that the tower will be dead center of the overfly zone.

Jeff Gaier explained the flight patterns in the City.

Jet traffic was discussed.

John Berg said the high performance airplanes and jets are coming in a whole lot more quieter. We have much more air traffic than the average citizen to Marshfield realizes.

Jack Bremer said the FAA will always approve, they will just raise the height limitations down the road. If the water tower was to the right or left 100 yards, 200 yards, a half a mile or whatever we would still object to it and wouldn't approve it, but we probably wouldn't be sitting here tonight if it wasn't dead center. Our main objection is that it is dead center.

City Planner Miller said if the variance is approved there are recommendations to approve conditions that

it would follow the FAA requirements including that it be lit, taken down at night, flagged, NOTAMS being issued and such.

Dave Wasserburger passed around pictures of a water tower that was recently built on Mann Road which showed the cranes used to build it.

**ZB14-016** Motion by Markwardt, second by Kenyon to deny the variance request from Marshfield Utilities for a 97 foot temporary variance to use cranes in the 1700 Block of East Depot Street (parcel 33-02484) to construct a new water tower.

Bargender said that Dave Wasserburger explained things a lot better at the first meeting than he did today. He gave us a lot more detail. We spent at least this amount of time just with Dave. We asked as many questions as we possibly could. We approved the tower and now you are not going to approve the variance to build the tower. That sounds ridiculous. Why did we waste our time giving them the variance? We knew at that time that they needed a crane to build the thing. You can't build a tower without a crane. This is almost a moot point, once we approved the tower to come back and tell the Utility now you can't build it. It doesn't make any sense.

Markwardt said if we don't give permission for the crane then the tower will not be built in that location. Fortunately there haven't been any airplanes in distress coming through there.

Bargender said any airplane in distress is going to find a way to get back to the airport or find a safe place to put it down. Anything out there is going to be an obstruction.

Markwardt said there is even further consideration of jeopardizing funding from the State that is significant.

Bargender said he could understand that for cell towers. Things that are not all that necessary that are a convenience thing. We found that we can relocate train control towers outside the city, but how do we locate a water tower outside the city? It would cost tens of millions of dollars to relocate this water tower, so we would be losing that too and that is a direct impact on every utility customer in this city. Everyone that is hooked to that water is going to pay.

Markwardt said although the Airport representatives might formally not approve a request for a different location within that three mile radius they wouldn't fight it either, so there may be acceptable alternatives that do not have to be located outside of the City limits.

Bargender said Dave Wasserburger explained all that to us at the last meeting. It was pretty black and white. This was the best location because the existing water tower that is located in Grant Mini Park has to have the same height for the water pressure to be the same. The existing tower needs maintenance. It has been up for 25 years. It needs to be shut down and an alternative supply of water has to be provided for all of our safeties, so if there is a fire at your house there is going to be water pressure there to fight the fire.

Lewerenz said the two towers have to have equal height. One of the towers has to come down for maintenance and without this tower we don't have the water pressure throughout the City for fighting fire not to mention just running plumbing and what not and businesses use of water. Having a water tower in a place where it actually puts the pressure so that it is going to do us any good is a key item and we can't let the City not have fire protection. We went round and round with them. We talked and talked and talked about the pros and cons during that meeting and the fact is that we granted the variance at that meeting.

City Administrator Barg left the meeting at 5:45 p.m.

Markwardt called for the question.

Vote on motion **ZB14-016**; Ayes – 3 (Gerl, Kenyon and Markwardt); Nays - 2 (Bargender and Lewerenz)  
**Motion carried**

Alderperson Wagner left the meeting at 5:58 p.m.

1<sup>st</sup> Alternate Todd Zieglmeier left the meeting at 6:00 p.m.

Deputy Clerk read the variance request from Dennis Immerfall, on behalf of Paget Equipment, for the use of a temporary crane, located at 417 East 29<sup>th</sup> Street, zoned “LI” Light Industrial, for a 60 foot temporary variance to construct a new addition. The proposed maximum elevation for the crane would be 1,343 feet above mean sea level (AMSL), extending up to 120 feet above ground level (AGL). The "Airport Overlay & Height Limitation Zoning Map, Marshfield Municipal Airport, Marshfield, Wisconsin," as identified in Sec. 18-93(4) of the Municipal Code, requires structures at this location, in the Overflight Zone (AIR-2), to not exceed 1,284 feet above mean sea level (AMSL).

#### Background

Paget Equipment is requesting a temporary variance to the Height Limitation Zoning Ordinance (HLZO) for the purpose of constructing a new addition, located at 417 East 29<sup>th</sup> Street, zoned “LI” Light Industrial District. Per Section 18-93(8) of the Municipal Code, a temporary height variance cannot be administratively approved. Back in July, the Common Council granted an exception to the district height limit to allow the construction of an addition up to 60 feet tall. The addition will fall just below the HLZO elevation of 1,284 feet above mean sea level (AMSL) and does not require a variance. However, the crane to construct the addition does require a temporary variance.

The Applicant is requesting a 60 foot temporary variance to exceed the Height Limitation Zone of 1,284 feet AMSL to allow the temporary crane to reach an elevation of 1,343 AMSL or 120 feet above ground level (AGL).

The proposed crane will require an increase to the initial climb area by 47 feet during the crane’s use. It will be vital that Paget Equipment communicate with the Marshfield Airport for when the crane is in use.

City Planner’s statement of facts regarding the variance request:

1. The property is located at 417 East 29<sup>th</sup> Street in the “LI” Light Industrial district.
2. The Lot is 5.6 acres in size with the proposed addition to be located on the west side of the manufacturing building.
3. The proposed crane would extend 120 feet AGL, 1,343 feet AMSL.
4. The ground elevation at the proposed tower location is 1223 feet AMSL.
5. The maximum elevation permitted at this location by the Height Overlay Zoning Ordinance (HLZO) is 1,284 feet AMSL.
6. The proposed crane would exceed the Height Limitation Zoning Overlay District by up to 60 feet.
7. The Applicant is requesting a 60 foot temporary variance from the HLZO.
8. The HLZO requires a determination from the FAA, the Wisconsin DOT and a recommendation from the airport manager.
9. The FAA issued a letter regarding the request and has made a “determination of no hazard to air navigation for temporary structure.”
10. The Wisconsin DOT, Bureau of Aeronautics also issued a letter regarding the request stating

“since the FAA’s airspace study found there to be no hazard to air navigation, we will have no objection to the proposed structure so long as there are no objections from the Marshfield Airport.”

Variance Criteria (Section 18-165(6))

**(The variance will not be contrary to the public interest.)** *“The crane will only operate during daylight hours over the next three months to set building materials for an addition at Paget Equipment. This building addition will eventually bring additional jobs and additional revenue to the area and therefore is in the best interest to the public to grant the variance.”*

**(Substantial justice will be done by granting the variance.)** *“The use of the crane is only temporary until the building is erected and the FAA has issued a determination that there is not hazard to air navigation by its operation at the subject site. No party would be adversely affected by granting the variance.”*

**(The variance is needed so that the spirit of the ordinance is observed.)** *“The spirit of the HLZO District is to protect the airspace for air traffic into and out of the airport. We are required by the FAA determination to provide the crane with markers and to lower the crane when it is not in use and during the hours between sunset and sunrise.”*

**(Due to special conditions, a literal enforcement of the provisions of the zoning ordinance will result in unnecessary hardship.)** *“Granting the variance is in the public's best interest.”*

The Airport Committee met last Thursday and they recommended approval of the crane with the following conditions:

1. The crane shall be flagged and or have a strobe light on the tip.
2. The crane can be used in the daylight hours only and down during the night.
3. The crane not be used during bad weather or low visibility.
4. Coordinate with the Airport Manager on prevailing wind days and when in use.

City Planner Miller recommended including the FAA requirements per the FAA’s Determination of No Hazard to Air Navigation for Temporary Structure, Aeronautical Study No. 2014-AGL-6767-OE for the crane at the given location in addition to the Airport Committee conditions.

Chairperson Gerl stated that he worked for Mr. Reigel at Paget Equipment and there is no conflict of interest with this variance request.

Mike Trulen of Power Pac urged the Zoning Board of Appeals to approve this variance request. The millions of dollars that Jim Reigel and his company has invested in this community is going to help our community now and in the future with added jobs and the increased property tax base this can only help improve our local community and our local job market. Surely the Airport can work to accommodate this temporary easement for the betterment of our community and our local economy.

Markwardt asked if the Airport’s conditions are slightly more stringent than those that the FAA puts forward.

Scott Larson of Marshfield Chamber of Commerce and Industry spoke in favor of the variance request. As was mentioned, he hoped that the Zoning Board of Appeals will concur with both the FAA and the Airport Committee in granting the approval of this. As was stated, the structure will still be under the limits that are necessary with regard to the runway height requirements and the added economic impact of

the community will be much beneficial for what will transpire for the additional growth and opportunities that will come from this new addition to this business.

**ZB14-017** Motion by Kenyon, second by Lewerenz to grant the variance request from Dennis Immerfall, on behalf of Paget Equipment for a 60 foot temporary variance to use a crane at 417 East 29<sup>th</sup> Street to construct a new addition as long as they follow both the FAA and local Airport conditions.

Bargender said he didn't think this Board should take into consideration the economic impact of a business and pose the safety of an aircraft. We should basically vote on the crane. Is it safe or is it unsafe? He didn't think economic impact of any one business should supersede the decision if it is safe or not safe.

Jim Reigel said unlike the previous discussion this is not in direct lineup for that runway. We are quite a ways off of that, so there isn't an issue with that especially using the safeguards that were requested.

Vote on motion **ZB14-017**; Ayes – 4; Bargender abstained.

**Motion carried**

Deputy Clerk Panzer pointed out that a second is needed to call for the question and that didn't happen earlier in the meeting when the Marshfield Utilities variance was discussed and voted on. She also questioned if four Aye votes were needed to deny the variance request.

Discussion was held on how to handle the situation since the discussion was not properly terminated.

City Planner Miller reviewed the City's Municipal Code and read Section 18-156 (7):

In exercising the above listed duties and responsibilities, the Board may reverse or affirm, wholly or in part, or may modify any order, requirement, decision, or determination of the Zoning Administrator or other administrative officer from whom the appeal is taken. The concurring vote of 4 members of the Board shall be necessary to reverse any order, requirement, decision, or determination for which an appeal has been requested.

He said he didn't know if that pertains to variances or if that is an appeal to the Zoning Administrator only. He said we would have to find that out.

Markwardt said if we were to reconsider the April decision for example that would require four votes. Can we overrule a previous decision?

City Planner Miller said the Zoning Board can't reverse its own decision. The only way to appeal a Zoning Board decision is to take it to court. The Common Council can't reverse this decision. It has to go to court and that has a 30 day time limit from the time the decision is made. We can't go back and reverse the decision on any item.

Zoning Administrator Schroeder read the definition of an appeal from Chapter 18 of the City's Municipal Code:

An appeal is a means for obtaining the view of a decision, determination, order or a failure to act pursuant to the terms of this Chapter as expressly authorized by the provisions of Section 18-170.

City Planner Miller said this was not an appeal. This was to hear special exceptions or variances, so he believes this section is referring to an administrative decision that is being appealed not a variance.

Bargender suggested having the City Attorney look at this.

City Planner Miller said he would run this by the City Attorney, but we still have to adjourn this meeting.

**ZB14-018** Motion by Markwardt, second by Kenyon to call for the question, to properly close discussion on the request for a variance from Marshfield Utilities. Ayes – 3 (Gerl, Kenyon and Markwardt); Nays - 2 (Bargender and Lewerenz)

**Motion carried**

Vote on motion **ZB14-016** again; Ayes – 3 (Gerl, Kenyon and Markwardt); Nays - 2 (Bargender and Lewerenz)

**Motion carried**

City Planner Miller confirmed that the action to deny or approve a variance only needs a majority vote per the policy that was adopted by the Zoning Board and Common Council back in 2007. He read the reference from Policy Number 7.410 (4) (C) (1) in the Planning and Economic Development section of the City of Marshfield, Wisconsin Policy and Procedures:

#### Order and Determination

Board votes on case. A board member makes a motion to grant or deny the relief requested by the appellant. The motion is discussed. The vote is taken with each vote being recorded including those abstaining. If the motion is passed by majority vote of the Board, this constitutes the decision of the board.

Motion by Markwardt, second by Kenyon to adjourn at 6:23 p.m.

**Motion carried**

Lori A. Panzer  
Deputy City Clerk

# Marshfield Airport Committee



May 19, 2014

To: Mayor/City Administrator/Members, Marshfield City Common Council  
Members, Board of Appeals (Zoning)  
Josh Miller, City Planner

## Airport Funding and the Wisconsin Bureau of Aeronautics

On May 8 the State of Wisconsin announced the approval of \$623,813 in 2014 funding for the Marshfield Airport. In the past five years over four million dollars in funding has been acquired through a mixture of entitlements and block grants to fund airport improvements such as the new terminal, concrete ramp, lighting, fuel farm, land acquisition etc. Airport funding comes in the form of matching funds from the federal and state governments.

Marshfield Utilities recently applied for a height variance for a proposed water tower. The location of the water tower will be directly in the flight path of runway 5/23 and within the three mile Airport Clear Zone. Because the water tower will exceed the Airport Clear Zone height limitation by 39 feet, the variance was denied by the Airport Committee. Subsequently, Marshfield Utilities appealed to the Board of Appeals (Zoning), which granted the variance because of purchased land, economic reasons and also in part citing the FAA determination that the water tower posed no hazard to navigation. The FAA determination in this case is typical, as the FAA frequently rules in this fashion and then in turn raises the airport minimum safe descent altitudes. A minimum safe descent altitude is the minimum altitude an aircraft can fly safely in adverse weather on instrument approach. Higher descent altitudes result in less airport traffic.

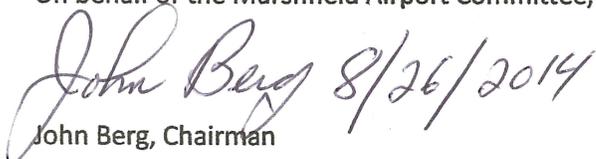
Airport Clear Zones are a hot topic in the US today. (See attached WSJ article on takeoff hazards.)

- Section 511 of the Airport and Airway Improvement Act of 1982 requires airports to provide assurances that the airspace and aerial approaches to the airport will be adequately cleared and protected. Also the airport will prevent the establishment or creation of future airport hazards.
- The FAA in itself cannot prevent objects from being erected without local assistance. The enactment of the height limitation zoning ordinances permits local authorities to control the erection of hazards to air navigation and to protect the community's investment in the airport.
- Wisconsin Statute §114.136 gives public airport owners the authority to establish and enforce height limitations (clear zones) on structures within 3 miles of their airport, superseding other zoning limits that might apply. This zoning protects the airport's airspace **and is also a condition of accepting airport improvement grants.**

On April 17, members of the Marshfield Airport Committee attended the Wisconsin Bureau of Aeronautics Airport Sponsor Workshop in Madison. *The Wisconsin DOT/BOA is the FAA's representative for the State of Wisconsin and determines FAA funding to Wisconsin Airports.* During the capital planning part of the meeting, Keith Gerard, Assistant Director of the Bureau of Aeronautics turned to the Marshfield contingent and made it very clear that we (Marshfield) agreed to a 25 year assurance that we would abide by DOT/BOA guidelines **and that they (BOA) have the power to eliminate future funding or request reimbursement of past funding if guidelines are not followed.**

The Wisconsin Bureau of Aeronautics takes Clear Zone Height Limitations very seriously! It is up to the Airport Committee and the City of Marshfield to insure these requirements and guidelines are followed.

On behalf of the Marshfield Airport Committee,

  
John Berg, Chairman

**MINUTES  
FIRE AND POLICE COMMISSION/REGULAR MEETING  
SEPTEMBER 4, 2014**

The meeting was called to order by Commissioner Andy Keogh at 7:29 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

**PRESENT:** Commissioners Keogh, Gershman, Meyers, and Frankland.

**EXCUSED:** Commissioner Mueller.

**ALSO PRESENT:** Fire Chief Haight and Deputy Fire Chief Owen, Police Chief Gramza, Council Member Earll, and Assistant Finance Director Hanson and Finance Director Strey.

**FP14-056** Motion by Gershman, second by Meyers to approve the minutes of the 08/07/14 regular meeting.

**Motion carried.**

**FP14-057** Motion by Meyers, second by Frankland to approve and recommend the 2015 ambulance contracts as presented by the City finance department to the Finance, Budget and Personnel Committee for their review and approval.

Roll call: Gershman yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

**FP14-058** Motion by Gershman, second by Meyers to approve and recommend the 2015 ambulance rates as presented by the City finance department to the Finance, Budget and Personnel Committee for their review and approval.

Roll call: Gershman yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

Finance Director Strey and Assistant Finance Director Hanson leave the meeting at 7:44 a.m.

**FP14-059** Motion by Frankland, second by Gershman to approve the fire department bills in the amount of \$24,944.83.

Roll call: Gershman yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

**FP14-060** Motion by Meyers, second by Gershman to approve the police department bills in the amount of \$654,896.09.

Roll call: Gershman yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

**FP14-061** Motion by Gershman, second by Meyers to approve and place on file the fire department activities, training reports, and correspondence packet.

**Motion carried.**

**FP14-061** Motion by Meyers, second by Gershman to approve and place on file the police department activities, training reports, and correspondence packet.

**Motion carried.**

Fire and Police Commission  
Meeting Minutes – September 4, 2014  
Page Two

Because there was no further new business to discuss, the meeting was adjourned at 7:44 a.m.

**COMMISSIONER KEOGH IS SCHEDULED TO ATTEND THE SEPTEMBER 23, 2014  
COMMON COUNCIL MEETING AT 7:00 P.M.**

A handwritten signature in black ink that reads "Randy Gershman". The signature is written in a cursive, flowing style.

**Marshfield Fire and Police Commission  
Randy Gershman**

**Fair Commission**  
**September 24, 2014**  
**9:30 AM**

Roll Call:

Mike Fierer, Char Smith, Bob Ashbeck, Ken Curry, Bill Winch and Chris Meyer (Marshfield Mayor)

Others Present

Adam Fischer (Association Manager) and Larry Gilbertson (Association President)

Absent: Tom Buttke

Called to order at 9:30 AM

**Minutes of September 24, 2014 Commission Meeting** Mike announced that with Tom Buttke being absent that the Commission could not approve the minutes.

**Commission Report:** Mike again announced that due to Tom's absence that there would not be a Commission Report.

**Approval of Bill:** Mike brought up that he needed a motion to accept making a payment. Ken made a motion to make the payment. It was seconded by Bill. The motion carried.

**Financial Records:** Mike handed out copies of the account balance sheet and shared the information to the Commission. Bob wanted the financial records to be presented to the County Board. Ken suggested that we include them in the minutes. Char asked how the numbers come out each time to an even number. Char also asked about the windows. Mike shared that he bought the windows at Menards at cost and saved the Commission a lot of money.

**Other Business:**

Adam informed the Commission that they needed to approve someone in the place of Tom to take minutes of the meeting. Char made a motion to approve Adam as the person to take the minutes. It was seconded by Ken and the motion carried.

**Capital Improvement** Mike opened the bids. The first bid was from Decker Lumber and the bid came in at \$102,600.00 alternate #1 \$1.50 sq. ft. The second bid from Kulps of Stratford and was at \$104,000.00 alternate #1 2.00 sq. ft. The last bid was from Tri-County contracting came in at \$76,143 alternate #1 1.87 sq. ft. Mike wanted the Commission to allow Dick to look at the bids for more clarification. Bob made a motion and Ken seconded to have Dick look at the accuracy of the bids and make a recommendation as to how to proceed. The motion carried.

**Fair Association Report** Adam asked the Commission to approve the two year agreement. The Mayor then proceeded to give his support of the extension. Adam and Ken both brought up that they believe that Lance would be supportive of the contract extension. A motion was made by Bill to extend the contract to five (5) years, starting on October 1, 2014 as long as both parties can meet the contractual agreement in regards to the producing of a Fair. Char seconded the motion and the motion carried. Adam updated them on the finances of the Fair and the dismal of Pat Fellenz. Ken made an additional motion to accept the Fair Association Report. It was seconded by Bill and the motion carried.

**Parks and Recreation Report:** Mike shared that due to Ed Englehart being absent that the Parks and Recreation Department's report could not be approved.

**Next Meeting:** The meeting was scheduled for Wednesday, October 22, 2014. Mike adjourned the Commission meeting at 10:36 AM.

Submitted by Adam Fischer

## Minutes of the Board of Marshfield Fairgrounds Commission

October 7, 2014 9:00 Room 108 Marshfield City Hall

Board Members Present: Feirer, Smith, Winch, Ashbeck, Buttke, Curry

Also present: Park and Recreation Director Englehart, Building Services director Pokorny, Fair Association President Gilbertsen

1. Meeting called to order at 9:00 A.M. by Chairmen Feirer
2. Building Services Supervisor Pokorny reviewed the bids for the round barn roof project. Buttke made a motion to accept bid from Tri-County Contracting for \$76,143.00 and alternate #1 for \$1.87 per square foot for replacement sheathing where needed. Seconded by Winch, all ayes motion carried Also included in the motion was to match the color of the shingles to as close as they can to the existing.
3. Motion by Winch seconded by Ashbeck to adjourn at 9:35

**MINUTES  
FIRE AND POLICE COMMISSION/REGULAR MEETING  
OCTOBER 9, 2014**

The meeting was called to order by Commissioner Andy Keogh at 7:32 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

**PRESENT:** Commissioners Keogh, Gershman, Mueller, Frankland, and Meyers.

**ALSO PRESENT:** Police Chief Gramza, Lieutenant Larson, Sergeant Geurink and Officers Fox and Goodness; Fire Chief Haight and Deputy Fire Chief Owen; and Mayor Meyer.

**FP14-062** Motion by Frankland, second by Gershman to approve the minutes of the 09/04/14 regular meeting.

**Motion carried.**

Newly hired Patrol Officer Sari Goodness was introduced to the commissioners.

Recently promoted Police Sergeant Jody Geurink was introduced to the commissioners.

Sergeant Geurink, and Officers Fox and Goodness leave the meeting at 7:36 a.m.

**FP14-063** Motion by Meyers, second by Frankland to approve the police department bills in the amount of \$327,234.40.

Roll call: Gershman yes, Mueller yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

**FP14-064** Motion by Frankland, second by Mueller to approve the fire department bills in the amount of \$25,426.20.

Roll call: Gershman yes, Mueller yes, Frankland yes, Meyers yes, and Keogh yes.

**Motion carried.**

Mayor Meyer was present and provided information to the commission about the city budget and the heroin project and Marshfield Area Pet Shelter requests for funding. He also indicated some concerns were expressed by several police officers at a recent Finance and Budget meeting about the WEA Trust health care plan 2015 rate increase for city employees.

The police department activities, training reports, and correspondence packet was reviewed and placed on file.

The fire department activities, training reports, and correspondence packet was reviewed and placed on file.

Because there was no further business to discuss, the meeting was adjourned at 8:18 a.m.

Fire and Police Commission  
Meeting Minutes – October 9, 2014  
Page Two

**COMMISSIONER FRANKLAND IS SCHEDULED TO ATTEND THE OCTOBER 28, 2014  
COMMON COUNCIL MEETING AT 7:00 P.M.**

A handwritten signature in black ink, appearing to read "Nate Mueller". The signature is written in a cursive, flowing style.

**Marshfield Fire and Police Commission  
Nate Mueller, Secretary**

**MARSHFIELD UTILITIES, A MUNICIPAL UTILITY  
MARSHFIELD UTILITY COMMISSION  
October 13, 2014**

**COMMISSION MEETING MINUTES**

A regular meeting of the Marshfield Utility Commission was called to order by President Mike Eberl at 4:00 pm on October 13, 2014 in the downstairs meeting room of the utility office. Present were Commissioners Harry Borgman, Mike Eberl, Aaron Pitzenberger, and John Maggitti. Also present were Alderperson Charlotte Smith, Alderperson Gordon Earll, the Utility staff, Allan Birschbach and Alex McEathron. Absent was Commissioner George Holck.

- New Commissioner Harry Borgman was introduced.

**UC/14-69** Motion by Pitzenberger to elect Mike Eberl as Commission President. With no further nominations, Mike Eberl was elected by acclamation, motion carried.

**UC/14-70** Motion by Maggitti to elect Aaron Pitzenberger as Commission Vice-President. With no further nominations, Aaron Pitzenberger was elected by acclamation, motion carried.

**UC/14-71** Motion by Eberl to elect Harry Borgman as Commission Treasurer. With no further nominations, Harry Borgman was elected by acclamation, motion carried.

**UC/14-72** Motion by Borgman to elect John Maggitti as Commission Secretary. With no further nominations, John Maggitti was elected by acclamation, motion carried.

**UC/14-73** Motion by Pitzenberger, seconded by Maggitti, to dispense with reading the minutes of the previous meetings and accept them as submitted. All ayes, motion carried.

**UC/14-74** Motion by Borgman, seconded by Maggitti, to approve payroll for September in the amount of \$136,342.27 and general bills for September in the amount of \$3,380,295.64. All ayes, motion carried.

**UC/14-75** Motion by Pitzenberger, seconded by Borgman, to approve the following job orders:

JO #5701	Wildwood Booster: Purchase and install new 40 H.P. motor.	\$6,500.00
JO #5703	Replace hydrant at 1 <sup>st</sup> Street and Cedar Avenue.	\$5,788.13
JO #5705	Replace hydrant at Blodgett and Walnut.	\$5,628.98
JO #17784	Arby's 3 PH underground upgrade, 1501 N. Central Ave: replace aging 3 phase underground primary before failure and replace transformer due to corrosion.	\$11,072.00
JO #17786	John Seehafer OH Pri reroute, M424 Mann St: rerouting an old overhead primary line and pole to an accessible location for a new underground service. Also removing a customer owned pole that is being used as a sec. pole.	\$5,509.00

All ayes, motion carried.

**August 2014 Financial Statement Notes**

**Electric Utility**

- Net income was \$414 thousand for the month, with a net income of \$1.219 million year-to-date.

- Net operating income was \$551 thousand for the month, compared to budgeted net operating income of \$336 thousand. Year-to-date net operating income was \$2.041 million, compared to budgeted net operating income of \$2.078 million.
- After adjusting for the PCAC timing, net operating income for the month was \$273 thousand.
- Operating expenses included \$5,600 for repainting M-1 fuel tanks.
- August consumption was up 1.40% from August 2013, with year-to-date consumption that was up 2.34%. Year-to-date energy losses were 1.76%, compared to prior year losses of 3.12%.

#### Water Utility

- Net income was \$17 thousand for August with a net income of \$151 thousand year-to-date.
- Net operating income was \$37 thousand for the month, compared to budgeted net operating income of \$98 thousand. Year-to-date net operating income was \$315 thousand, compared to budgeted net operating income of \$473 thousand.
- Operating expenses included \$94 thousand for road repairs due to main breaks and service breaks.
- Overall August consumption was up 2.89% from August 2013. Year-to-date overall consumption was up 0.65% from the prior year. Year-to-date water losses were 15.16%, compared to prior year losses of 12.67%.

#### Communication Utility

- Net income was \$12,815 for the month, compared to budgeted net income of \$13,931. Year-to-date net income was \$162,080, compared to budgeted net income of \$105,992.
- The Managers reviewed noteworthy projects including:
  - Electric provided an update on substation projects.
  - Water provided an update on the Adler water main lining project, well house 26, and the water tower project.
  - Office provided an update on the 2014 water bonds.
  - Technical Services gave information on YouTube videos created and the parking lot project.
  - Administration gave information on tours given to area 8<sup>th</sup> graders.
- The General Manager discussed the 2015 Commission meeting schedule.

**UC/14-76** Motion by Pitzenberger, seconded by Borgman, to change the commission meeting schedule to the second Monday of each month starting with the 2015 calendar and going forward. All ayes, motion carried.

- The Office Manager reviewed the first draft of the capital budget.
- Allan Birschbach with Birschbach & Associates, LTD presented information on the building project.
- Commissioner George Holck arrived at 4:35 p.m.
- The General Manager and Office Manager presented information related to bonding for the building project.
- The General Manager presented information on the ATC investment. Discussion to continue at the next Commission meeting.
- The General Manager and Electric, Communications, & Gas Manager presented information on a fiber optics study. The consensus was to not proceed with any study.

- The General Manager presented information on the process for approvals of job orders.

**UC/14-77** Motion by Maggitti, seconded by Holck, to adopt both option 1 and option 2 as presented with a list of job orders in the \$5,000 to \$24,999 range provided for information, job orders above \$25,000 requiring Commission approval, and recommending the General Manager seek authorization from the Council to raise the level for job orders to \$100,000 before requiring Council approval. Mandatory type job orders would not have to go to the Commission or Council if they are under the approval level determined by the council. All ayes, motion carried.

- The General Manager presented information on a Power Systems Supervisor position.

**UC/14-78** Motion by Maggitti, seconded by Borgman, to approve changing the Power System Engineer position to be Power Systems Supervisor. All ayes, motion carried.

- The group discussed a list of possible key performance indicators.

**UC/14-79** Motion by Pitzenberger, seconded by Holck, to go into closed session per Wisconsin State Statutes 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing the General Manager's review.

All ayes, motion carried. Closed session at 5:21 p.m.

Open session resumed at 6:06 p.m.

**UC/14-80** Motion by Pitzenberger, seconded by Holck, to adjourn. All ayes, motion carried. Meeting adjourned at 6:08 p.m.



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John Maggitti, Secretary

**Department: Electric**  
**Manager: Nicolas Kumm**  
Contributing: Greg Geiger  
Month: September 2014

- The M-1 didn't run during the month of September.
- The substation construction was completed at Hume from September 8<sup>th</sup> through 19<sup>th</sup>. Energis completed the replacement of the Bank 6 bus relay panel with the assistance of Cole Eswein, Dustin Oleson, & Nicolas Whipple. Currently, work is being completed at McMillan Substation. All work is currently on schedule.
- On September 9<sup>th</sup> Cole, Dustin, Nicolas W., Ray Burrill, and Greg Geiger participated in a mock natural gas emergency drill with the assistance of the City of Marshfield Firefighters, Police and Wastewater employees. MU's gas consultant USDI and the PSC-W Gas division staff were on-site as well. The drill assumed the driver of the Wastewater vacuum truck became impaired causing the truck to drive into the regulator station at the M-1 generating plant. Everyone did a great job. The event provided employees a greater understanding of the roles of other departments in emergency situations.
- Cole and Dustin pulled oil samples and completed infrared inspection at the substations.
- Electric AMI meters installed: 111 out of 13,100 (0.8%). Meter technicians have started to installed meters. The software is storing reads correctly. We are working with the manufacturer on software updates.
- Session 7 of the MEUW Job Training and Safety Program was completed on September 12<sup>th</sup>. The session covered overhead safety manual review, differences between isolation and insulation, and review of summer field visits.
- Chris Zwicky of MEUW completed a review of fire, tornado, workplace violence, and other emergency plans with employees on September 11<sup>th</sup>.
- I attended the State Apprenticeship Advisory Committee meeting on September 29<sup>th</sup>.
- Robert and Tim completed week 1 of year two at CVTC towards their apprenticeship training. Topics of discussion included, series and parallel reactance, close calls and inductance.
- Jeff Holbrook, Ryan Steffen, Jeff Irish, and Randy Ayer have continued with Peach St conversion. The project went well with only minor removal remaining.
- Jim Seefluth has been working with Directional Drilling on the Highland job order. The wet conditions have made it difficult but we are progressing.
- Mike Vanderwyst and Robert Olwell have been working on the Day Road upgrade.
- Dean Bohman and Tim Habermeyer have been handling services and customer requests.

**Department:** Office  
**Manager:** Kent S. Mueller  
**Month:** September 2014

- Patti has been working on capital and operating budgets for 2015. The process is on schedule with first Capital review at the October Commission meeting and the first O&M review at the November Commission meeting. Final approval is planned for December.
- Work continues on a number of projects including planning for the fall water/sewer tax roll filing.
- The number of electric customers disconnected for nonpayment decreased from 86 in August to 76 in September.
- Kent attended the annual MEUW Accounting and Customer Service Seminar on September 23rd. Topics included distributed generation, preparing for PSC billing audit, communicating effectively with difficult people, and office security, plus other timely accounting and customer service topics.
- Kent is working on insurance renewals for property, liability and auto, and boiler insurance policies.
- Moody's Investors Service rated our 2014 water bonds, giving us a rating of Aa3. This rating is in the group of "Rated as high quality and very low credit risk". The sale of the \$3.845 million in bonds had very good results, with a true interest rate of 2.94%. Interest rates range from of 2% for bonds maturing in 2016 to 3.50% for bonds maturing in 2033. The issuance costs of approximately \$97 thousand will be expensed when paid. Bond premium of \$87 thousand, which is the amount paid for the bonds in excess of their face value, will be amortized over the 20 year life of the bonds.

**Department: Technical Services**

**Manager: Cathy Lotzer**

Contributing: Heather Young, Shawn Marsh, Jim Benson

Month: September 2014

- Cathy and Shawn have been working with our new camera software and installing the software for other managers to view the camera footage. The software has already provided useful footage captured for police record of a customer making a disturbance in the office. Shawn has been working with PerMar to get all cameras properly adjusted and set up on the new server.
- Cathy and Jim attending the preconstruction meeting for our parking lot. Construction began in early September and continues. Jim has been overseeing the parking lot progress. Good communication has thwarted any issues related to Utility vehicle traffic and contractors accessing the water hydrant. We hope to have the lot and road completed in mid-October.
- Cathy, Heather, and Jim participated in a community event brainstorming session. The group is working to put together department specific educational information for future community events.
- Staff participated in Emergency Action Plan training.
- Groundwater Guardians sorted meds at the Police Department on 9/24 for the final DEA drug collection to take place on 9/27. This is the last DEA funded collection. The GG group is working with the PD and other local resources to determine sources of funding that may be available to help with future disposal costs. After sorting, over **727 pounds** are now ready for disposal. This brings Marshfield's total collection to nearly 7,300 pounds.
- Heather has been working with MU's compliance team in order to finish the follow-up work from the 2014 NERC self-assessment. She is also working with GDS Associates, Inc. on preparing for the 2014 Environmental Audit. In addition, Heather prepared and submitted a Notice of Intent of MU's participation in the WI Environmental Compliance Auditing Program on 9/15.
- Heather and Jim have been working with the Village of Milladore to assist the community in its Groundwater Guardian Green Site designation. The application was submitted to the Groundwater Foundation on 9/25.
- Heather worked with Dave and Nick W. on completing the six-month review of all Spill Prevention Control and Countermeasure (SPCC) plans.
- Shawn is working with Priority to get the SAN (Storage Area Network) tested. He has also been working with contractors trying to resolve our SCADA reporting issues and is working with Nick K. and Nick W. on setting up two PLCs (programmable logic controllers).
- Jim has been working with O'Donnell lock smith on door locks and repairs. He is also working with Central Wisconsin Glass on quotes for door replacements at the WTF and addressing minor positive and negative air pressure issues with the front door at the main office.
- Jim worked with the Park and Rec Dept addressing parking issues related to barricades and roping off no parking areas for Fall Fest. Jim has also been working on different billing inserts for energy conservation as we move into the winter season.

**Department:** Water  
**Manager:** Dave Wasserburger  
**Month:** September 2014

- Nicolet College provided a 1-day confined space and rescue refresher course for the Water Department on September 9<sup>th</sup>. Water Supply Specialists were awarded 4 hours of continuing education credits for this refresher class.
- A one-hour review class of fire, tornado, workplace violence and other emergency plans and procedures was conducted by the MEUW Safety Director. Each employee attended a class either on September 11 or September 17<sup>th</sup>.
- The Common Council will allow the construction of a new water tower . Construction of this project will begin the week of October 6<sup>th</sup>.
- The September 27th Common Council agenda included an item to discuss the issue of transferring the water department to city control. The item was not discussed and it was put off to some future unspecified meeting.
- The Sensus RNI software indicates 3330 water meters installed and communicating. This is about 40% of the total numbers of meters we need to install.
- Jeff Tisdell has been working with Blu-Sphere Systems, Inc. off and on for the last several weeks. They have been working on developing proper water reports required for our daily and monthly operations and DNR reporting. Blu-Sphere reports that they are about 80% completed with the first and most important report. They are recommending upgrading to the latest version of Wonderware and an upgrade to the operating system be completed prior to finalizing the reporting development.
- The Well House for Well 26 has been constructed. We are now beginning the installation of the electrical, mechanical and control equipment. We should be completed with this project about the end of November.
- The water main on Adler Road is back in service. All that remains to be done for project completion are some road repairs. This project should be totally completed by October 17<sup>th</sup>.
- Crews spent time winterizing fire hydrants and conducting a leak survey. We have found and repaired 9 leaks. We estimated these leaks totaled about 140 gallons per minute or about 201,600 gallons per day. These leaks were caused by the severe winter last year and there are still more out there to be found.
- The Water Department issued revenue bonds totaling \$3,845,000.00 at 2.95%. Moody's gave us a bond rating of Aa3, which is a very good for a water department.

## Groundwater Guardians

Groundwater Guardians sorted meds at the Police Department on September 27<sup>th</sup>. This was the last DEA funded collection. Bad news. To date Marshfield GWG's have collected well over 7,000 pounds of unused pharms. The good news is that a federal appeals court rejected a challenge Tuesday, September 29<sup>th</sup> by the pharmaceutical industry to an Alameda County ordinance, the first in the nation to require drug manufactures to pay disposal costs for consumer's unused medications. The ordinance is titled "The Alameda Safe Drug Ordinance."

Drug companies, backed by trade associations and the U.S. Chamber of Commerce, argued that the 2012 ordinance illegally shifts local costs to out-of-state producers and interferes with interstate commerce. But the Ninth U.S. Circuit Court of Appeals in San Francisco said the county's measure treats all manufacturers equally and imposes no substantial burden on interstate businesses.

The ordinance "applies to all manufacturers that make their drugs available in Alameda County — without respect to the geographic location of the manufacturer," Judge N. Randy Smith said in the 3-0 ruling, which upheld a federal judge's decision in the county's favor. "Given that the ordinance applies across the board, it does not discriminate at all," nor does it regulate conduct outside the county, he said.

Smith also noted that pharmaceutical companies collect \$950 million a year in sales revenue in Alameda County and could comply with the ordinance at an annual cost of \$1.2 million, by the companies' estimate, or \$330,000 by the county's estimate. The companies **could recoup their costs by raising prices in Alameda County by one cent for each \$10 in sales, said Arthur Shartsis, a lawyer for the county.**

This court case has received national attention and will likely end up in the Supreme Court. This is worth watching and may lay down the groundwork for future drug collection throughout the United States. It is already done this way in Canada.

**Business Improvement District Board**  
**Minutes of the October 15, 2014 Meeting**

Meeting called to order by Al Nystrom, Chairman, at 8:00 am in Room 108 of City Hall.

Board Members Present: Duane Schutz, Tom Buttke, Scott Koran, Pat Schreiner and Al Nystrom

Board Members Absent: Carol Knauf and Shelly Babcock

Others Present: Lois TeStrake, Jason Angell, Angie Eloranta, and Amy Krogman.

**BID14-10** Motion by Buttke, second by Koran to approve the minutes of the August 20, 2014 meeting.

**Motion carried**

There were no citizen comments

**BID14-11** Motion by Schreiner, second by Koran to approve the financial statements as presented.

**Motion carried**

Eloranta updated the committee on the following

- Business Visits:
  - ✓ She has been meeting with 6 to 8 businesses a month. She is trying to meet with the newest businesses to let them know what Main Street Marshfield can do for them. Some suggestions she has heard are a merchandising consulting business program and a secret shopper program.
  - ✓ The parking coupons don't seem to be making a difference. The committee discussed the parking issues downtown. They discussed how to keep business owners from parking in front of their businesses and how to address how the expansion of business in the downtown will affect the parking lots.
- Downtown Promotions:
  - ✓ Flash galleries ended in September.
  - ✓ Farmer's Market ended in September
  - ✓ Downtown Trick or Treating will be October 24<sup>th</sup>
  - ✓ Holiday Parade will be November 20<sup>th</sup>
  - ✓ Reindeer Day and Hot Chocolate Run will be December 13<sup>th</sup>
  - ✓ Wagon rides will be November 28<sup>th</sup> and December 19<sup>th</sup>
  - ✓ The Blodgett House Open House will be held on December 7<sup>th</sup>

- Vacancies/New Businesses:
  - ✓ Candy Girl Closed
  - ✓ Wibbens Moved
  - ✓ Jennifer's – rustic furniture and decorations
  - ✓ As You Wish – a side party room of 2 ½ Cups.
  - ✓ V & Company –salon and spa

Angell updated the committee on the following:

- Master Plan Update:
  - ✓ The last open house was poorly attended. They will be having another one sometime in November. The progress can be monitored at [www.plandowntownmarshfield.com](http://www.plandowntownmarshfield.com). The plan should be completed in January.
- Budget Meetings:
  - ✓ Angell reported that the budget meetings have begun. The Economic Development Board's budget will be discussed at the next meeting which will be held on October 20<sup>th</sup>.

The next meeting will be January 14<sup>th</sup> at 8:00 a.m.

Motion by Koran, second by Schreiner to adjourn at 8:45 a.m.

Respectfully submitted by:

Amy Krogman  
Administrative Assistant III

# Marshfield Airport Committee Minutes

## October 16th, 2014

Meeting called to Order at 6:01 p.m. by Chairman Berg

Present: Jack Bremer, Dan Maurer, Chris Jockheck, and John Berg

Absent: Paul Knauf

Also Present: Duffy and Jeffrey Gaier

Citizens Comments: None

AP14-48 Motion by Bremer Second by Maurer to approve the Airport Minutes for September 18th, 2014 All Ayes,

Motion Carried

AP14-49 Motion by Maurer Second by Bremer to approve the Airport Manager's October 2014 Report, All Ayes

Motion Carried

AP14-50 Motion by Bremer, Second by Jockheck to approve the October 2014 Activity Report, All Ayes

Motion Carried

AP14-51 Motion by Jockheck, Second by Maurer to approve the Airport Bills for October 2014, All Ayes

Motion Carried

No Height Limitation Zone Variance Requests - No Action Taken

Project Update - Discussed, no action taken.

Additional Citizens Comments: Chris Jockheck recommended that Jeff come back to the budget meeting with more explanation for the Common Council. Chris pointed out that Jeff did not fully answer the question asked by Alderman Wagner during the budget meeting and it would be helpful for the Council to hear the full answer. Also Chris asked if it would be possible to make a presentation sometime to the Council so that they have a better understanding of what happens at the airport.

Motion by Maurer, second by Jockheck to adjourn at 6:40 p.m. All Ayes Motion Carried

Respectfully Submitted - Jeffrey Gaier

# Airport Manager's Report for October 2014



John Berg, Dan Maurer and Jeff Gaier met with Josh Miller from the City Planning Office to discuss the future of temporary obstructions into the height limitation zone. The question is if the City will continue to have a variance request for a crane or find another means of regulating temporary obstructions in the City HLZ. Cranes are required to file with the Federal Aviation Administration 14 CFR Part 77 – if the proposed construction or alteration is:

- Greater than 200 feet in height above ground level
- Near a public-use or military airport, heliport or seaplane base and exceed the slope ratio
- The proposed object is a traverse way which would exceed FAA standards
- On a public-use or military airport or heliport
- When requested by the FAA

will

The City is also in the process of rewriting the definitions of structures (temporary and permanent) in the zoning code.

Members of Becker and Hoppe were out this week to take a look at the MALSR approach lights on runway 34. They were looking at what shape the MALSR is in so they can discuss with the Bureau of Aeronautics the future plans for the MALSR project.

The fuel farm at the Marshfield Airport had its annual Comm 10 inspection. This inspection is required yearly by the State of Wisconsin. The inspection is to verify that the fuel system is working appropriately. The inspection is also to verify the tank monitoring system is working.

The VASIs on 16 & 34 have been having issues. Merkels has looked at the system and had to troubleshoot the problem. One of the transformers in the line had gone out limiting power to the entire VASI system.



Earlier this year the back-up battery for the security system went bad. After seven years of being on 24/7 it is understandable. As such Jeff contacted Vital Communications to take a look at it as

they installed the system. They replaced the battery back-up, upgraded the software on the telephone system. They also installed a bell in the large hangar so that the bell rings when the phone rings. They can install a phone in the hangar if we want to look at doing that.



Duffy and Jeff are talking to Merkels about getting estimates to replace the light fixtures in the New General Aviation Terminal. The existing light fixtures utilize a plastic clip to hold the light in place. This plastic clip eventual becomes brittle and brakes resulting in the light coming loose in the fixtures.



Duffy's Aircraft will once again be offering the Holiday Light Flights over the City of Marshfield and the Rotary Winter Wonderland in Wildwood Park. We will be accepting nonperishable food items for the Rotary Winter Wonderland as well as Pet Food Donations for the Clark County Humane Society.

Bob Gaier is recovering well after his recent hip replacement surgery. We wish you a speedy recovery Bob

Happy Flying

Duffy, Alice, Bob and Jeff.

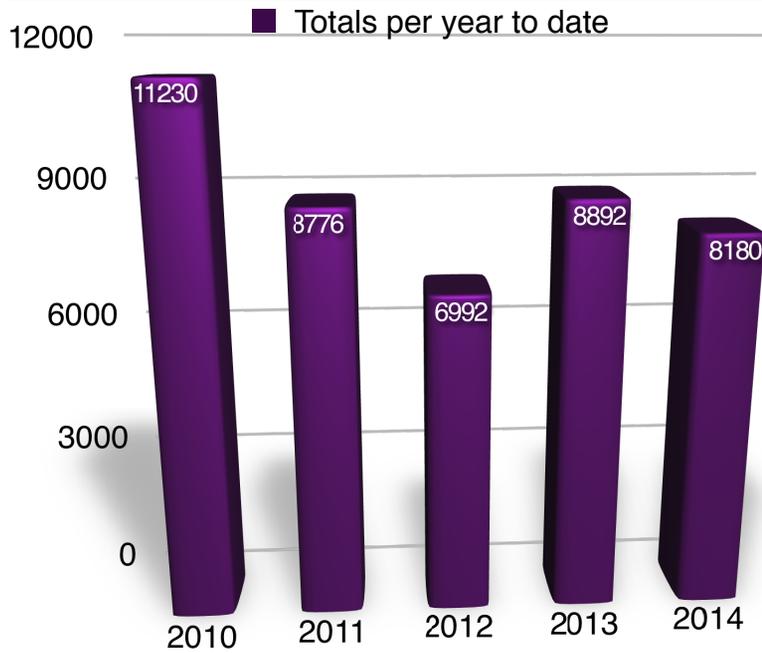


# Airport Activity Report October 2014

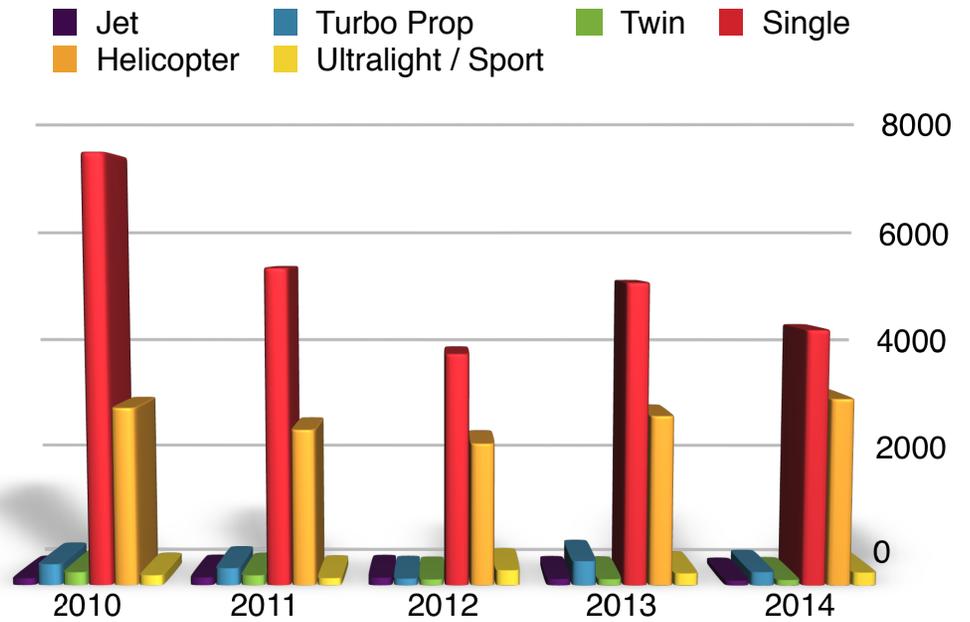


Departures and or Landings Information - Flight Operations - 28 Days Between Reports							
Year	YTD 2010	YTD 2011	YTD 2012	YTD 2013	Oct 2013	Oct 2014	YTD 2014
<i>Jet</i>	116	134	132	112	18	6	84
<i>TurboProp</i>	358	292	114	414	42	16	230
<i>Twın</i>	222	170	100	106	14	6	94
<i>Single</i>	7326	5398	3954	5150	316	434	4356
<i>Helicopter</i>	3038	2666	2432	2902	330	362	3192
<i>Light Sport</i>	170	122	260	208	24	12	224
<i>Total</i>	11230	8776	6992	8892	744	836	8180
Passengers							
<i>Total</i>	14965	11697	9311	11720	992	1114	11870
Local and Transient Traffic							
<i>Transient</i>	3800	2784	1817	3120	260	284	2940
<i>Local</i>	7430	5992	5175	5772	484	552	5240
Training Flights							
<i>Total</i>	4428	2973	3904	4492	434	662	3654
Fuel Dispensed							
<i>Av Gas</i>	25106	18758	19249	16718	2991	1254	16097
<i>Jet A</i>	39733	28487	31500	46582	5477	3350	31118
<i>Total</i>	64839	47245	50749	63300	8468	4604	47215
All Information In This Report Is Estimated Based On The Activity At The Airport For The Month. An Operation is considered a take-off or a landing.							

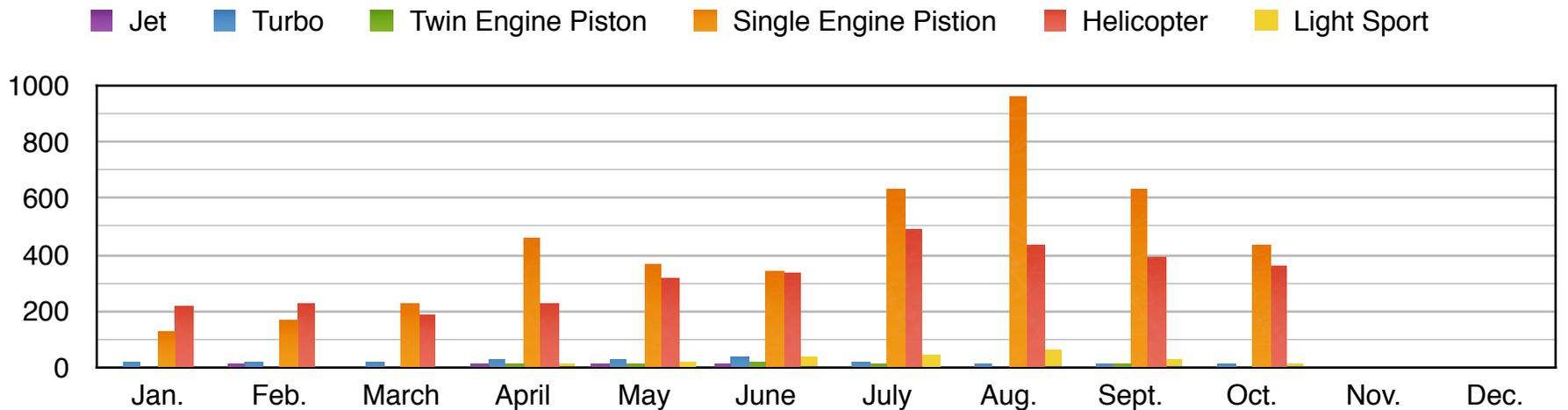
Flights Over the Past Five Years by the Present Month



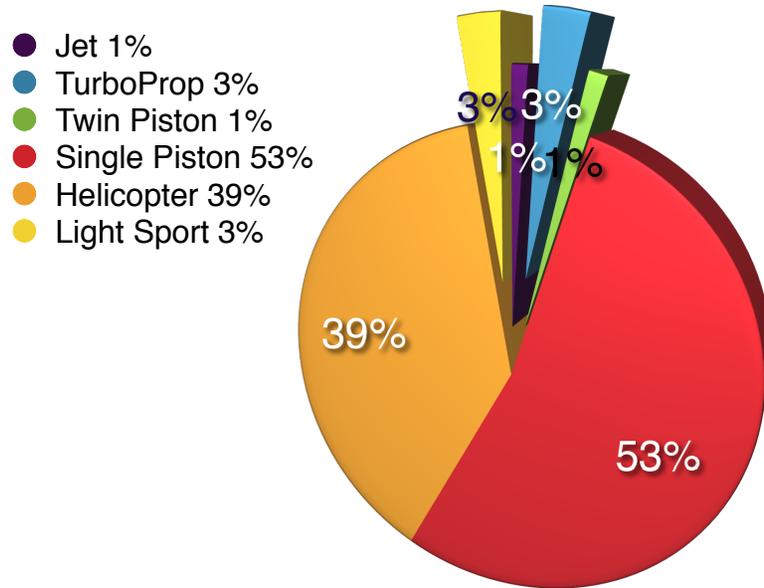
Types Of Aircraft That Have Visited Marshfield Per Year by the Present Month



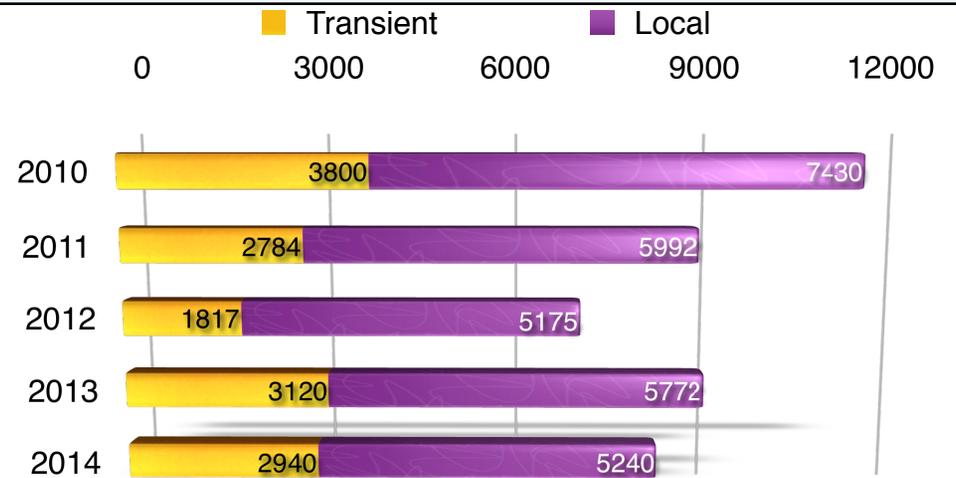
Operations by Aircraft for the Year of 2014



Percentage By Type Of Aircraft That Came Into Marshfield In 2014

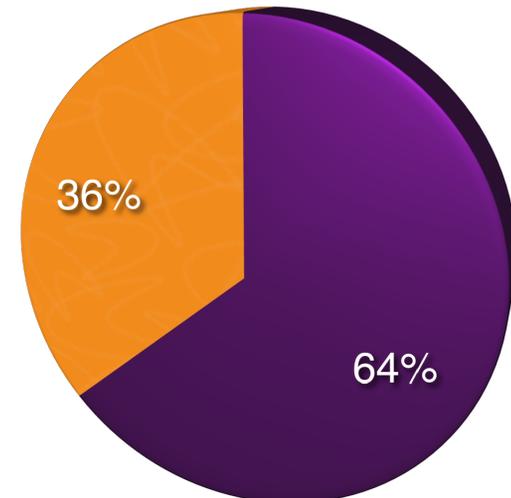


Transient Vs. Local Traffic



Percentage of Local Vs. Transient Traffic

● Local Traffic ● Transient Traffic



### Summary of Activity

Compared to last year at this time last year:

Jet Engine traffic is the down.

Turbo Prop Engine Traffic is down.

Twin Engine Piston Traffic is down.

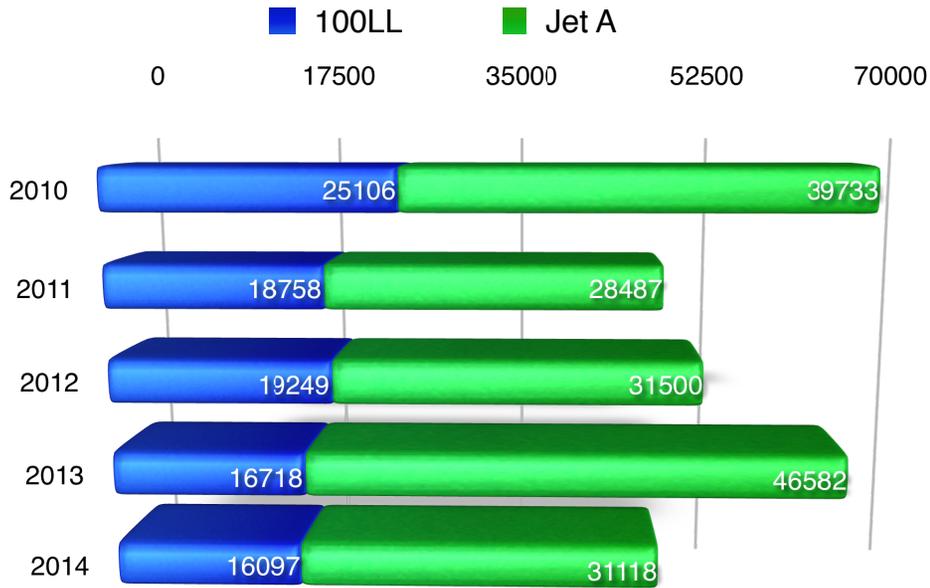
Single Engine Piston Traffic is up.

Helicopter Traffic is up.

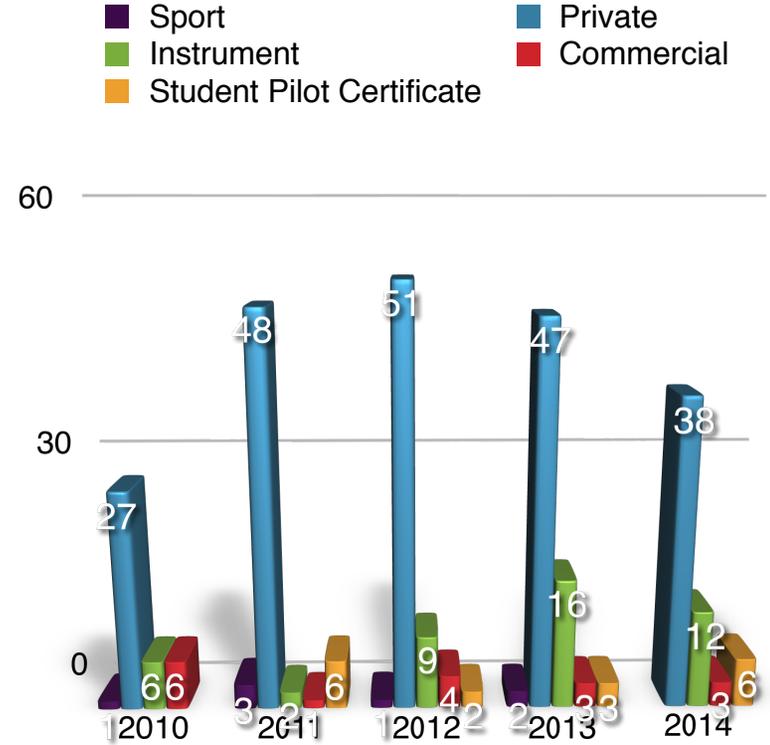
Light Sport is the down.



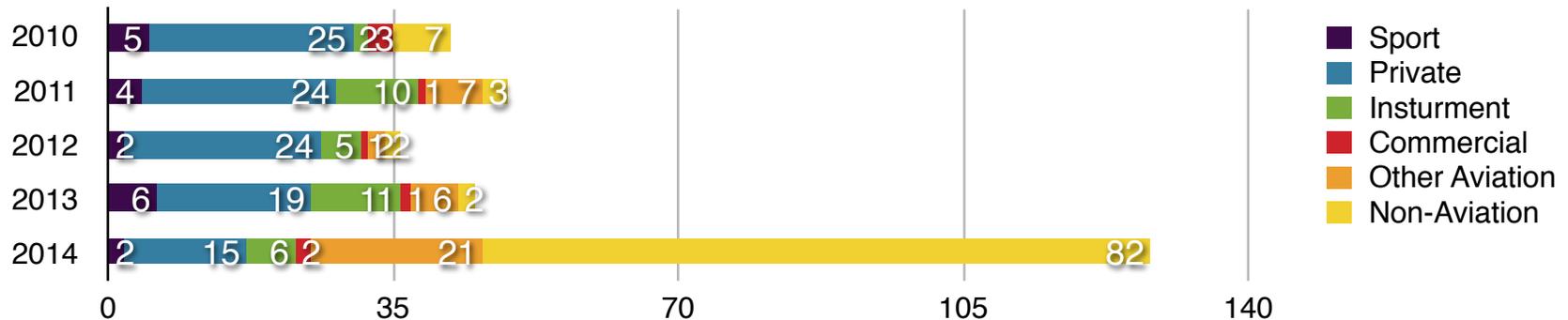
Fuel Sold - 5 Year Comparison



Duffy's Flight Checks for Pilots - 5 Year Comparison



Computerized Written Exams Given At The Airport



# ***Individuals and Businesses that have used the Airport The Month of October 2014***

Duffy's Aircraft Sales and Leasing Inc.  
Aviation On Demand  
Spirit Transport  
Dan Hiller  
CrossWind Aviation LLC  
Wheelers Chevy Olds Pontiac Cadillac Inc.,  
Dan Wheeler and Family  
Myles Richmond  
Duffy Gaier  
Bob Gaier  
Jeffrey & Elizabeth Gaier  
Al Hatz  
Gary Buchanan  
Georgi Georgiev  
Craig Cook  
Don Halloran  
Howard Rand  
Steve Humphrey  
Steve Mickel  
Mayo One (Medflight Eau Claire)  
Custom Fabrication and Repair  
Brian Barnett  
Kirk Haslow  
Haslow Farms  
Jim Hills  
Grassland Dairy  
Sanford Smith  
Father Eric Berns  
Medevac (Medflight Wausau)  
Tom Witt

Country Flyers Education  
Jake Jasinski  
Troy Rens  
Life Link III (Medflight New Richmond)  
Bob Lee  
Wayne Short  
Enbridge  
MQA Aviation LLC  
Matt Thomas  
Burrnett Co. Flying Service  
Michael Tyler  
Air Methods  
Roehl Transport  
Everett Roehl & Family  
Matt Keifer  
Brittany Lueth & Rico  
Bob Thill  
Valley Medical - Fixed Wing Medflight  
Randy Musack  
Harry Dolan  
Bruce Wineman  
Ed Plotka  
Dan Bull  
Festival Foods  
Bryan Atkinson  
William Atkinson  
Weston Hall  
Brian Parker

Terry Ewert  
Sheldon Michlig  
Daniel Reis  
Sharyn Richardson  
Roberto Mercado  
David Delegard  
HJ Aviation  
Howard Joling  
Mark Nelles  
Wayne Endthoff  
Edward Sasser  
Peter Neal  
James Robertson  
Grupe Bryce  
Steve Mesner  
Randy Peterson  
Stephan Forrest  
Chris Persson  
Tom Pue  
Medlink Air (Medflight)  
Paul Gingrich  
Terry Ingold  
David Zuege  
Suburban Properties LLC  
Aero Charter  
Thorondor Sales and Leasing Inc.

Family Video  
Am I High Aviation  
Wausau Flying Service  
Heartland Aviation

**Businesses or Groups That Have Utilized The Conference Room or Airport This Month From The Community.**

Experimental Aircraft Association Chapter 992 (Marshfield & Medford Group)

Toastmasters of Marshfield

Central Wisconsin Apple User Group

Marshfield Youth Hockey

The Bridge Center (group that helps families with autistic children)

C12 Group (Christian CEOs and owners building great businesses for a greater purpose)

**The Trickle Effect** - These are businesses that we know of that have been utilized by the patrons of the airport this month. They spend money in Marshfield and the surrounding communities. This is just from conversations we have with pilots and passengers. There are more business that do benefit from the airport each month. These are just the ones we know about from the people that have discussed their time at Marshfield

Holiday Inn

Kitchen Table

Blue Heron / West 14th

Melody Skating Gardens

Marshfield Clinic

Thomas House

St. Joseph's Hospital

Family Video

Festival Foods

V & H Heavy Trucks

Roehl Transport

Custom Fabrication and Repair

Subway

Chips

McDonalds

Little Casears

Target

Hardees

The Store

Baltus

Wildwood Zoo

Marshfield Hotel

Nasonville Dairy

Hub City Ice Cream

Dairy Queen

El Mexical

Account # 101-53510-33

Obj. #	Description	2014 Amount Approved	2014 October Invoices	Firm Expenses Paid	Used To Date	Balance
52100	Professional Services	44,286.00	3,690.50	Manager's contract	36,905.00	7,381.00
52210	Electric	16,926.00		Electric	10,942.42	5,983.58
52220	Water	497.00		Marshfield Utilities	234.81	262.19
52230	Sewer	426.00		Marshfield Utilities	262.13	163.87
52240	Fire Protection Charge	1,641.00		Marshfield Utilities	921.18	719.82
52260	Heating - Gas	3,272.00	43.42	WE Energies general aviation terminal	2,836.15	435.85
			9.16	WE Energies - East unit		
			9.16	WE Energies - West unit		
52300	Telephone	1,244.00	113.48	Frontier	971.04	272.96
52400	Rep/Maint. Serv-Streets	17,200.00			11,810.00	5,390.00
52500	Repair/Mainte. Service	50,967.00	47.05	UniFirst - mat service	32,678.71	18,288.29
			200.00	Maid to Order - cleaning services		
			1,535.00	Duffy's Aircraft Sales - Mowing- 12.0 JD950 - 7.0 Dixon 19.0 hrs. mowing equipment operator, & materials - PVC pipe for pumping water from around fuel tanks.		
			209.95	Vital Communications, Inc. - line ringer & labor.		
			346.50	Merkel Co., Inc. - worked on VASI's, parts on order.		
			95.80	United Rentals - Pump and hoses to pump water from around fuel tanks.		
			333.00	Metco - Leak detection functionality verification plus mileage.		

City of Marshfield - 2014 Airport Budget continued						Page 2 of 2
			October Expenses		Used To Date	Balance
52900	Other Contractual Ser.	7,000.00			5,000.00	2,000.00
53100	Office Supplies & Exp.	100.00			85.00	15.00
53200	Publications & dues	400.00			130.00	270.00
53400	Operating supplies	1,600.00			852.70	747.30
53500	Rep/Mainte. Supplies	6,500.00	7.94	Duffy's Aircraft Sales - PVC pipe for pumping water	1,465.36	5,034.64
55110	Buildings & Contents	2,487.00			2,383.33	103.67
55140	Professional Liability	321.00			310.31	10.69
55150	Airport Liability	4,486.00			4,350.00	136.00
55170	Boiler	359.00			371.47	(12.47)
58830	Airport Buildings	6,000.00				
Grand Totals		165,712.00	6,640.96		112,509.61	53,202.39

## **Parks, Recreation, and Forestry Committee Minutes of October 16, 2014**

Meeting called to order by John White, Jr. at 5:30 p.m. in room 108 in City Hall Plaza, 630 S. Central Avenue.

**Present:** John White, Jr.; Jane Yaeger; Rich Reinart; and Alderman Tom Buttke

**Excused:** Chris Viegut; Ali Luedtke; and Kristy Palmer

**Absent:** None

**Also Present:** Ed Englehart, Parks and Recreation Director; Ben Steinbach, Parks and Recreation Maintenance Supervisor; Kelly Cassidy, Parks & Recreation Supervisor; Noah Taylor, Steve Taylor, Steve Coy, and Jean Coy.

**PR14-30** Motion by Buttke, seconded by Reinart to approve the minutes of the September 11, 2014 meeting.

**Motion Carried 4-0**

**Public Comments:** None

The committee set Thursday, November 13, 2014 at 5:30 p.m. in room 108 for the date and time of their next meeting.

Noah Taylor and his father, Steve, presented Noah's request to construct and install player equipment cubicles for the six dugouts on the two G.P. Olson and Reeths baseball fields at Steve J. Miller Recreation Area as his Eagle Scout project. They will be approximately 13 feet long and 13 inches deep. Noah distributed his project manual to the committee members and displayed an actual example of what he will be building and installing at the fields. He is estimating the total cost will be \$3,000. Marshfield Area Baseball has agreed to cover the material costs. The project has been reviewed with Parks and Recreation Department staff. Noah would like to complete the project yet this fall.

**PR14-31** Motion by Yaeger, seconded by Reinart to approve the project with final design and coordination of installation to be approved by the Parks and Recreation Maintenance Supervisor.

**Motion Carried 4-0**

White presented information to the committee regarding the selection of the Parks and Recreation 2014 Volunteer of the Year. The selection committee is recommending that Jim Wein be recognized as the 2014 Parks and Recreation Volunteer of the Year for his many years of service as a volunteer on the Parks, Recreation and Forestry Committee, and his assistance in a variety of other volunteer efforts to support the Parks and Recreation Department.

**PR14-32** Motion by Yaeger, seconded by Buttke to approve Jim Wein as the 2014 Parks and Recreation Department Volunteer of the Year, and to make the presentation of the plaque to Jim at an upcoming Common Council meeting.

**Motion Carried 4-0**

White shared opened discussion on the Comprehensive Outdoor Recreation Plan and the review meetings with the Board of Public Works and the Plan Commission. Both meetings went well and there was good discussion and comments at both meetings. Both groups approved the document to be presented to the Common Council for adoption. The revised language regarding Hefko Swimming Pool was previously sent to the Parks, Recreation and Forestry Committee members and only two minor corrections were noted. Englehart noted that he will be meeting with the consultant next week to review the final revisions; however, they do not plan to print the final documents until following the adoption by the Common Council at their October 28<sup>th</sup> meeting.

**PR14-33** Motion by Buttke, seconded by Reinart to approve the final changes and additions and direct staff to forward the CORP to the Common Council for their consideration and approval.

**Motion Carried 4-0**

**Information Items:** Buttke updated the committee on the Zoo Society's recent, very successful Halloween event that was held at the Wildwood Zoo. Over 1,500 people participated. He also commented that the zoo store has closed for the season and it was very successful, and that they plan to have it again next year.

Buttke left the meeting at 5:58 p.m. to attend the Zoological Society Annual meeting. It was noted that with Buttke leaving the meeting that a quorum did not exist, so no further action could be taken.

Staff updated the Committee on their respective areas of responsibility and answered questions regarding the monthly report. Cassidy presented the 2014 Hefko Swimming Pool report and commented it was a relatively cool summer and it was reflected in the total attendance. Englehart updated the committee on the Ludwig building renovations, the two trail projects and the new Grizzly Bear exhibit. He also mentioned that he has been assisting the Fair Commission with the improvement projects for the Round Barn. It was noted that the following groups had performed volunteer work in the parks in the past month. Wipfil, LLP staff picked up trash and litter in Braem and Wildwood Parks, the School to Work students also assisted with trash and litter pick up in the parks, and the Marshfield Area Friends of the Trails removed buckthorn from along a section of the Wildwood Station Trail.

**Committee Member Questions, Comments, and Suggestions:** Cassidy shared a question that Ali Luedtke had emailed to her regarding use of the Tennis and Racquetball Center with the reduced fees that were implemented earlier this year. Cassidy plans to prepare a more complete report to present to the committee in December. White inquired if there are some other ways to get the word out about the Tennis and Racquetball Center and the reduced fees.

**Future Agenda Items:** None were identified

Meeting adjourned by White at 6:30 p.m.

Ed Englehart, Parks & Recreation Director

**BOARD OF PUBLIC WORKS MINUTES**  
**OF OCTOBER 20, 2014**

Meeting called to order by Chairman Feirer at 5:30 PM in the Council Chambers of City Hall Plaza.

**PRESENT:** Mike Feirer, Tom Buttke, Gary Cummings, Chris Jockheck, and Ed Wagner

**EXCUSED:** None

**ALSO PRESENT:** Mayor Meyer; Aldermen Earll and Smith; City Administrator Barg; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; Building Services Supervisor Pokorny; Street Superintendent Winch; Wastewater Superintendent Warp; the media; and others.

**PW14-145** Motion by Cummings, second by Jockheck to recommend approval of the minutes of the October 6, 2014 Board of Public Works meeting.

**Motion Carried**

**Citizen Comments - None**

Street Superintendent Winch presented a Street Division construction update. City Engineer Turchi presented an Engineering Division construction update.

**PW14-146** Motion by Buttke, second by Cummings to recommend approval of the bid submitted by LW Allen, Inc. of Madison, WI for Northeast Lift Station Electrical Upgrade, Contract A in the amount of \$346,270 and authorize execution of a contract.

**Motion Carried**

**PW14-147** Motion by Wagner, by Buttke to recommend approval of “No Parking – Here To Corner” on the west side of South Maple Avenue from 35 feet south of the south right of way line of 8<sup>th</sup> Street (the northernmost driveway to the corner) and that the Administrative code of Traffic and Parking Regulations be amended to reflect the changes.

**Motion Carried**

**PW14-148** Motion by Buttke, second by Cummings to recommend approval of the 2015 Yard Waste and Christmas Tree Collection Schedule as presented.

**Motion Carried**

**Recommended items for future agendas - None**

Motion by Jockheck, second by Wagner that the meeting be adjourned at 5:44 PM.

**Motion Carried**

Daniel G. Knoeck, Secretary  
BOARD OF PUBLIC WORKS

**JUDICIARY AND LICENSE COMMITTEE**  
**MINUTES OF OCTOBER 21, 2014**

Meeting called to order by Chairperson Wagner at 5:00 p.m., in the Common Council Chambers, City Hall Plaza.

**PRESENT:** Alderpersons Ed Wagner, Alanna Feddick and Gordon Earll

**ABSENT:** None

**ALSO PRESENT:** Police Chief Gramza, City Clerk Hall and Jonathan Ruder

**JLC14-097** Motion by Feddick, second by Earll to approve the minutes of the October 7, 2014 meeting.

**Motion carried**

**CITIZEN COMMENTS**

None

**JLC14-098** Motion by Feddick, second by Earll to approve by unanimous consent the following:

- a) Seven (7) Beverage Operator Licenses for the 2013-2015 license year to: Mindy Cliver, Collin Frankwick, Christopher Henry, Sean Little, Shelli Rothamer, Tiffany Scherr and Brianna Welch.
- b) Temporary Class "B" Retailer's License (Picnic) to Columbus Catholic Schools for November 7-8, 2014.
- c) Temporary Class "B"/"Class B" Retailer's License (Picnic) to the Marshfield Convention & Visitors Bureau for November 13-15, 2014.
- d) Secondhand Article Dealer License to Northside Computers, 907 S. Central Avenue.
- e) Pawnbroker, Secondhand Jewelry Dealer and Secondhand Article Dealer License to E-Ways Sales, LLC, 1004 S. Central Avenue.

**Motion carried**

**JLC14-099** Motion by Feddick, second by Earll to deny a Beverage Operator License to John Gates based on his felony charge for possession with intent to deliver and for failure to list all of his violations.

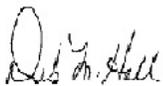
**Motion carried**

**Future Agenda Items**

None

Motion by Feddick, second by Earll to adjourn at 5:10 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

**FINANCE, BUDGET AND PERSONNEL COMMITTEE**  
**MINUTES OF OCTOBER 21, 2014**

Meeting called to order by Chairperson Feddick at 5:30 p.m., in the Common Council Chambers, City Hall Plaza.

**PRESENT:** Alderpersons Alanna Feddick, Gordon Earll, Peter Hendler, Rebecca Spiros and Char Smith

**ABSENT:** None

**ALSO PRESENT:** Alderperson Wagner, Mayor Meyer, City Administrator Barg and City Personnel (Lara Baehr, Brenda Hanson, Joan Spencer, Bob Haight, Keith Strey and Deb Hall)

**Citizen Comments**

None

**FBP14-083** Motion by Hendler, second by Smith to approve the items on the consent agenda:

1. Minutes of the October 7, 2014 meeting.
2. Bills in the amount of \$726,095.47.
3. Report of Personnel Actions of October 21, 2014.
4. September 2014 Treasurer's Report

**Motion carried**

No items were removed from the consent agenda.

Discussion was held on staffing in the Assessor's office. Deputy Assessor Feig will be retiring on October 31, 2014. City Assessor Spencer has suggested that it may be workable to not refill that position but increase the .6 position of Administrative Assistant II to a full time position. Currently they are involved in cross-training for the three positions in the department. They have evolved electronically over the last few years and they are to the point right now where a lot of the work that they are currently doing is hardwired into the system. There isn't as much new construction as there used to be in past years. She feels that they can handle the work load in 2015.

**FBP14-084** Motion by Hendler, second by Earll to approve not filling the Deputy Assessor position and to move the .6 FTE Administrative Assistant II position to full-time effective November 3, 2014.

**Motion carried**

**FBP14-085** Motion by Earll, second by Spiros to recommend approval of Budget Resolution No. 25-2014 to the Common Council, transferring \$4,878 from State Grants to the Fire Protection General Fund to pay for training on the PEAC-WMD software.

**Motion carried**

**FBP14-086** Motion by Hendler, second by Earll to recommend approval of Payroll Resolution No. 2014-61 to the Common Council, authorizing the early swim Lifeguard rate to be \$9.75 an hour effective October 28, 2014. Nay – 1 (Smith)

**Motion carried**

City Administrator Barg updated the committee on the implementation of the staffing study recommendations.

- Support Technician Position – Originally this was to be effective July 1, 2015 but they are trying to find some additional funds for other projects so this might be moved to October 1, 2015.

- Strategic Planning Sessions – Looking at doing these sessions possibly in January or February. Two 2 hour sessions will be held. One just for the Council and the second one would include staff.
- The relocation of the Finance Department to the 5<sup>th</sup> floor has begun. The Assessor's Department has moved to the 2<sup>nd</sup> floor. The Finance Department will be moving to the 5<sup>th</sup> floor the 1<sup>st</sup> week of November.
- The other items that were listed in the staffing study like restructuring departments, etc. he will be working on in 2015.

**FUTURE AGENDA ITEMS**

None

Motion by Hendler, second by Smith to adjourn at 5:54 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

**CITY PLAN COMMISSION  
MARSHFIELD, WISCONSIN  
MINUTES OF OCTOBER 21, 2014**

Meeting called to order by Chairman Meyer at 7:00 PM in the Council Chambers of City Hall Plaza.

**PRESENT:** Mayor Meyer, Ed Wagner, Ken Wood, Laura Mazzini, Rich Reinart, John Beck and Bill Penker

**ABSENT:** None

**ALSO PRESENT:** Alderman Cummings, City Administrator Barg; Director of Public Works Knoeck; Planning & Economic Development Director Angell; City Planner Miller; Airport Manager Gaier; John Berg & Dan Maurer, Airport Committee; Todd Zieglmeier & Ken Bargender, Board of Appeals; the media; and others.

**PC14-75** Motion by Beck, second by Penker to recommend approval of the minutes of the September 16, 2014 City Plan Commission meeting.

**Motion Carried**

**PUBLIC HEARING** – Conditional Use request by the Marshfield Clinic, to expand the FHC Administration building parking lot to the north, located at 1307 North St. Joseph Avenue, zoned “CD” Campus District.

**COMMENTS: None**

**PC14-76** Motion by Wood, second by Beck to recommend approval of the Conditional Use request by the Marshfield Clinic, to expand the FHC Administration building parking lot to the north, located at 1307 North St. Joseph Avenue, zoned “CD” Campus District, subject to the following conditions:

1. The site plan is approved as presented.
2. Minor adjustments to the site plan or any reduction to the extent of the site plan may be approved administratively.
3. The landscape and lighting plan must meet the requirements in the Zoning Code.

**Motion Carried**

**PUBLIC HEARING** – Municipal Code Amendment to Section 18-66(10) of the City of Marshfield Municipal Code, adding additional regulations pertaining to the duration and quantity of temporary garage sale uses.

**COMMENTS:**

- Bob Levendoske, 716 South Hawthorn Avenue, stated that this originated with him contacting Alderman Earll regarding an ongoing garage sale that has been going on for most of the summer in their neighborhood. Neighbors are sick of the additional traffic, etc. and feel that this is a business being run in a residential area.

**PC14-77** Motion by Penker, second by Wood to recommend approval of the Municipal Code Amendment to Section 18-66(10) of the City of Marshfield Municipal Code, adding additional regulations pertaining to the duration and quantity of temporary garage sale uses and request an ordinance be drafted for Common Council consideration.

**Reinart, Penker, Wood, Mazzini, Wagner & Meyer voted ‘Aye’, Beck voted ‘No’, Motion Carried**

City Planner Miller presented information regarding the use of temporary cranes. The Plan Commission heard from Ken Bargender of the Zoning Board of Appeals, Jeff Gaier of the Airport and Dan Maurer of the Airport Committee. There was consensus that the airport must be involved in the process, that perhaps there could be administrative approval in certain routine situations and that there should be an appeal process. Staff will bring back language for consideration by the Plan Commission at a future meeting.

There being no objections, Mayor Meyer adjourned the meeting at 7:50 PM.

**Daniel G. Knoeck, Secretary**  
**CITY PLAN COMMISSION**



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: October 28, 2014

RE: Resolutions 2014-63 – October Conditional Use Permits.

## **Background**

On October 21<sup>st</sup>, the Plan Commission reviewed one Conditional Use Permit requests for a parking lot addition on the FHC Administration building.

These items will now be listed on the Consent Agenda, but could be pulled and discussed if the Common Council so chooses.

## **Analysis**

### **Resolution 2014-63**

- Conditional Use Request by the Marshfield Clinic , to expand the FHC Administration building parking lot to the north, located at 1307 North St. Joseph Avenue, zoned “CD” Campus District with the following conditions/exceptions:
  1. The site plan is approved as presented.
  2. Minor adjustments to the site plan or any reduction to the extent of the site plan may be approved administratively.
  3. The landscape and lighting plan must meet the requirements in the zoning code.

## **Council Options**

The Common Council can take the following actions:

1. Approval of the request with any exceptions, conditions, or modifications the Council feels are justifiable and applicable to the request.
2. Denial of the request with justification stated by the Council.
3. Table the request for further study.

**Recommendation**

Approve Resolution 2014-63.

**Attachments**

1. Resolution 2014-63

Concurrence:



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Jason Angell  
Planning and Economic Development Director



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Steve Barg  
City Administrator

**RESOLUTION NO. 2014-63**

Document Title

Document Number

A Resolution approving a Conditional Use Permit request by Marshfield Clinic, to amend the site plan for a parking lot expansion, zoned 'CD' Campus District, located at 1307 North St. Joseph Ave, City of Marshfield, Wood County, Wisconsin.

**WHEREAS**, it is determined by the Plan Commission that the proposed conditional use and amendment meets the criteria listed in Section 18-161(6)(c) of the Marshfield Municipal Code; and

**WHEREAS**, the City Clerk, having published a Notice of Public Hearing regarding such conditional use application, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of October, 2014 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

**SECTION 1.** That since the Common Council finds it in the public interest to allow the proposed conditional use permit, described in Section 2, on the following described property, subject to the conditions listed below:

Lot 1 of Wood County Certified Survey Map No. 9104, recorded in Volume 32, Page 4, excluding Lot 1 of Wood County Certified Survey Map No. 9257, recorded in Volume 32, Page 157, and being part of the NW ¼ of the NW ¼ in Section 5, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin.

**SECTION 2.** The above described property, is allowed to expand the parking lot as presented, zoned 'CD' Campus District, located at 1307 North St. Joseph Avenue.

**SECTION 3.** The conditional use permit is subject to the following conditions:

- The site plan is approved as presented.
- Minor adjustments to the site plan or any reduction to the extent of the site plan may be approved administratively.
- The landscape and lighting plan must meet the requirements in the zoning code.

**SECTION 4.** The City Clerk is hereby directed to record a certified copy of this Resolution as the Conditional Use Permit in the office of the Register of Deeds of Wood County, Wisconsin, upon approval by the Common Council.

NOTE: This action is recommended by the City Plan Commission.

ADOPTED \_\_\_\_\_

CHRIS L. MEYER, Mayor

ATTEST:

APPROVED \_\_\_\_\_

DEB M. HALL, City Clerk

Drafted by: City of Marshfield, Josh Miller  
Planning and Economic Development Department  
P. O. Box 727  
Marshfield, WI 54449-0727

STATE OF WISCONSIN COUNTY OF \_\_\_\_\_

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the above named **CHRIS L. MEYER & DEB M. HALL** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wood County, Wisconsin  
My Commission Expires: \_\_\_\_\_

Recording Area

Name and Return Address

**City of Marshfield**  
**Attn: City Clerk**  
**P. O. Box 727**  
**Marshfield, WI 54449-0727**

**33-03224**

Parcel Identification Number (PIN)



## City of Marshfield Summary of Tax Incremental Financing Program 2014

Prepared for:

**City of Marshfield**



630 S. Central Avenue  
Marshfield, Wisconsin 54449  
(715) 387-6597

Prepared by:

**SCS ENGINEERS**

2830 Dairy Drive  
Madison, Wisconsin 53718-6751  
(608) 224-2830

Approved by:

Marshfield Common Council (October 28, 2014)

October 23, 2014  
File No. 25214174.00

**Offices Nationwide**  
[www.scsengineers.com](http://www.scsengineers.com)

**City of Marshfield  
Summary of Tax Incremental Financing Program 2014**

Prepared for:

City of Marshfield  
630 S. Central Avenue  
Marshfield, Wisconsin 54449  
(715) 387-6597

Prepared by:

**SCS ENGINEERS**  
2830 Dairy Drive  
Madison, Wisconsin 53718-6751  
(608) 224-2830

Approved by:

Marshfield Common Council (October 28, 2014)

October 23, 2014  
File No. 25214174.00

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**Appendices**

- A Tax Incremental District Maps
- B PFM TIF Projections
- C Potential TIF Project List

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## 1.0 BACKGROUND

The City of Marshfield has utilized tax increment financing (TIF) to successfully promote redevelopment and industrial development within the City. The City has created nine tax increment districts, five of which remain active today.

The City has utilized TIF to promote blight elimination and redevelopment of such locations as Tower Hall, Purdy Building, Hartl Manor, and downtown redevelopment and beautification. TIF is also being used to promote industrial development within Mill Creek Business Park and Yellowstone Industrial Park.

Several changes to the TIF Law have been initiated by the Wisconsin Legislature since 2008. Changes include implementing projects within ½ mile of a tax increment district (TID) boundary, sharing revenue between TIDs, and designating TIDs as distressed or severely distressed. Most recently the changes include allowing municipalities to redetermine the base value of TIDs with significant declining valuation.

Annually the City should review their TIF Program and develop strategies to optimize the use of TIF in the future. Following is a summary of issues and options the City should consider.

## 2.0 ISSUES AND OPTIONS

### 2.1 TIF LEGISLATION

Since the beginning of TIF Law, the Wisconsin state legislature has amended it to improve its performance. Additional changes to TIF Law have been developed within the past year, one of which allows a municipality to redetermine the base value of a TID if it meets certain devaluation criteria.

The City should evaluate each TID annually to determine if recent TIF law changes are applicable and can be beneficial to the City and the financial performance of the TID.

### 2.2 TID VALUATION AND STATUTORY 12 PERCENT THRESHOLD

The total equalized value of the City on January 1, 2014, was \$1,405,306,700. The total valuation in existing TIDs is \$104,911,500. Increment within existing TIDs equals \$62,958,100, representing 4.48% of the total valuation of the City of Marshfield.

The base value of a new TID plus the increment value in existing districts must be less than 12 percent of the City's total equalized value in order to create a new TID or add territory to an existing TID. Using 2014 values, the 12 percent threshold is equal to \$168,636,804. The City is currently \$105,678,704 (7.5%) under the 12 percent limit, leaving Marshfield with ample TIF capacity.

Table 1 summarizes the January 1, 2014 TID values in Marshfield:

**Table 1: Valuation of Existing TIDs**

TID No.	Base Value	Current Value	Increment Value
2	\$0	\$4,562,700	\$4,562,700
4	\$37,757,800	\$68,894,200	\$31,136,400
5(D)	\$299,500	\$18,275,100	\$17,975,600
7(D)	\$2,411,300	\$11,511,500	\$9,100,200
9	\$1,484,800	\$1,668,000	\$183,200
Totals	\$41,953,400	\$104,911,500	\$62,958,100

(D) Denotes Distressed TID designation

## 2.3 TIF EXPENDITURE PERIOD AND TERMINATION DATES

The expenditure period is the window of time when a municipality can incur TIF expenses. The expenditure period ends five years from the end of a TID's statutory life. If the City wishes to proceed with TIF projects, those expenditures will need to be made prior to the end of the expenditure period.

It is also necessary to monitor a TID's termination date. A TID must be terminated when it has generated revenue sufficient to meet its own expenses, and those TIDs may provide surplus revenue too. The latest date a TID may exist is limited by statute. The following table summarizes existing TID expenditure periods and latest termination dates.

**Table 2: Summary of Termination and Expenditure Dates for Existing TIDs**

TID No.	Base Year	Termination Date	End of Expenditure Period
2	1993	2030	3/9/15
4	1996	2033	9/24/18
5(D)	1997	2030	3/25/15
7(D)	2001	2034	5/22/19
9	2013	2040	8/13/35

## 2.4 TRANSFER OF TIF FUNDS

The City of Marshfield amended several TIDs to become donor TIDs to various districts such as TIDs No. 5 and 7, which have been designated as distressed. The City may transfer funds between TIDs if the donor TID can demonstrate it has the financial capacity to cover its own expenses and generate surplus revenue. Following is a summary of TIF transfer rules:

- The project plan for a donor TID must be amended to authorize the transfer of funds to another TID.
- TIDs created prior to October 1, 1995, can transfer funds to other TIDs created before October 1, 2005, for any eligible project cost. Marshfield's TID No. 2 is in this category.

- TIDs created after September 30, 1995, can transfer funds to other TIDs, but only for specific uses which are low-cost housing, remediation of environmental contamination, TIDs declared distressed or blighted, and rehab districts.

The City has amended their TIDs to allow the following transfers:

- TID No. 2 can transfer funds to TID Nos. 5 and 7 for low cost housing, environmental contamination, or surplus revenue to meet debt payments.
- TID No. 2 has been amended to be a donor district to TIDs Nos. 5 and 7.
- TID No. 4 can transfer funds to TID Nos. 5 and 7 for low cost housing, environmental contamination, or surplus revenue to meet debt payments.
- TID No. 4 has been amended to be a donor TID to TIDs Nos. 5 and 7.
- TID No. 5 has been declared a distressed TID and cannot transfer funds.
- TID No. 7 has been declared a distressed TID and cannot transfer funds.

## 2.5 ONE-HALF MILE PROJECT IMPLEMENTATION

Wisconsin Act 57 (2007) allows municipalities to use TIF funds to fund projects within ½ mile of an existing TID boundary. The project being implemented needs to benefit the TID. TID Nos. 2, 4, and 9 can utilize the ½ mile radius rule. TID Nos. 5 and 7 have been designated distressed and cannot expend money on projects located outside the TID boundary. A map of each TID with the ½ mile boundary is included in **Appendix A**.

## 2.6 DISTRESSED TID LEGISLATION

Marshfield designated TID Nos. 5 and 7 as distressed. Distressed TIDs must have been in existence since October 1, 2008; cannot expend funds for projects outside their border; and may not amend the project plan to add new costs or add new territory. A distressed TID can have its life extended by 10 years.

## 2.7 PROJECT PLAN AMENDMENTS AND TIMING

TID Nos. 5 and 7 can no longer be amended to add territory or projects due to their designation as distressed TIDs. TID Nos. 2, 4, and 9 can be amended to add projects to the project plan. The amendment process takes a minimum of two months and requires the approval of the Joint Review Board.

### 3.0 SUMMARY OF EXISTING TAX INCREMENT DISTRICTS

#### 3.1 TID NO. 2 (PURDY BUILDING)

1. Creation Date: March 9, 1993
2. Latest Termination Date: March 9, 2030, or dependent on donor status
3. End of Expenditure Period: March 9, 2015
4. Valuation and Revenue Summary
  - a. Base Value = \$0
  - b. January 1, 2014 Increment Value = \$4,562,700
  - c. Projected Revenue Available for Future Projects = \$115,000/year
5. Current Status
  - a. Single Purpose TID, successful redevelopment of Purdy Building
  - b. Utilized as a donor TID to close TID No. 6 (\$325,000)
6. Projects are complete
7. Transfer of Funds
  - a. Provide funds to TID Nos. 5 and 7 for debt service support

#### 3.2 TID NO. 4 (DOWNTOWN REDEVELOPMENT)

1. Creation Date: September 24, 1996
2. Latest Termination Date: September 24, 2033
3. End of Expenditure Period: September 24, 2018
4. Valuation and Revenue Summary
  - a. Base Value = \$37,757,800
  - b. January 1, 2014 Increment Value = \$31,136,400
  - c. Projected revenue available for future projects or revenue sharing varies (see **Appendix B**)
5. Current Status
  - a. TID No. 4 has significant surplus cash flow
  - b. TID No. 4 is identified as a donor TID to distressed TIDs

- c. Additional projects to serve TID No. 4 have been identified totaling \$4,580,000; of which \$3,460,000 are projects currently listed in Capital Improvement Plan (CIP) (see **Appendix C** for project list)
6. Transfer of Funds
  - a. Transfer funds to TID Nos. 5 and 7 for eligible project costs or debt service

### 3.3 TID NO. 5 (MILL CREEK BUSINESS PARK)

1. Creation Date: March 25, 1997
2. Latest Termination Date: March 25, 2030
3. End of Expenditure Period: March 25, 2015
4. TID No. 5 has been designated a distressed TID
5. Valuation and Revenue Summary
  - a. Base Value = \$299,500
  - b. January 1, 2014 Increment Value = \$17,975,600
6. Current Status
  - a. Recent development has increased annual revenue significantly
  - b. Distressed TID designation does not allow TID No. 5 to transfer funds or pay for projects outside its boundary, and the TID boundary cannot be amended

### 3.4 TID NO. 7 (YELLOWSTONE INDUSTRIAL PARK)

1. Creation Date: May 22, 2001
2. Latest Termination Date: May 22, 2034
3. End of Expenditure Period: May 22, 2019
4. TID No. 7 has been designated a distressed TID
5. Valuation and Revenue Summary
  - a. Base Value = \$2,411,300
  - b. January 1, 2014 Increment Value = \$9,100,200
6. Current Status
  - a. Continue to promote TID No. 7 for development of new industry

- b. Increment has increased substantially in the last three years due to new development
- c. TID No. 7 has been declared a distressed TID and therefore cannot transfer funds or expend money on projects outside the TID boundary, and it cannot amend the boundary

### 3.5 TID NO. 9 (HARTL MANOR REDEVELOPMENT SITE)

1. Creation Date: August 13, 2013
2. Latest Termination Date: August 13, 2040
3. End of Expenditure Period: August 13, 2035
4. Valuation and Revenue Summary
  - a. Base Value = \$1,484,800
  - b. January 1, 2014 Increment Value = \$183,200
5. Current Status
  - a. TID No. 9 is new and new development is just beginning to take place
  - b. Purpose is to promote redevelopment of retail/commercial area

## 4.0 RECOMMENDED STRATEGIES AND ALTERNATIVES

### 4.1 TID NO. 2 (PURDY BUILDING)

We recommend keeping TID No. 2 open as a donor district to support TID Nos. 5 and 7. TID No. 2 can contribute surplus revenue to TID Nos. 5 and 7. Annual revenue currently generated by TID No. 2 is approximately \$115,000. TID Nos. 5 and 7 have experienced fluctuating valuation, but TID No. 2 revenue will safeguard against revenue shortfalls. TID No. 2 could be closed when it meets all its repayment obligations.

### 4.2 TID NO. 4 (DOWNTOWN REDEVELOPMENT)

TID No. 4 is projected to generate surplus revenue. TID No. 4 can continue to fund projects consistent with the existing project plan. TID No. 4 can transfer funds to distressed TID Nos. 5 and 7. \$3,181,000 of additional project costs is included in the projections included as **Appendix B**. Our recommendation is to balance future expenditures within the TID No. 4 project plan and utilize surplus revenue to assist with TID Nos. 5 and 7 debt repayment as needed and available.

### 4.3 TID NO. 5 (MILL CREEK BUSINESS PARK)

TID No. 5 is designated a distressed TID; therefore, it has few options to consider. The TID is served by infrastructure. The expenditure period ends in early 2015, and after that date the City cannot expend TIF funds to promote development within the TID. City Staff continues to investigate a method to fund economic development efforts to promote development in TID No. 5. Additional work is required by City Staff, Bond Counsel, and PFM to develop a plan of action. \$440,000 is included in the financial projections to cover this investment. The City must continue to promote development within the Park and utilize surplus revenue from other TIDs, if necessary, to pay down TID No. 5 debt.

### 4.4 TID NO. 7 (YELLOWSTONE INDUSTRIAL PARK)

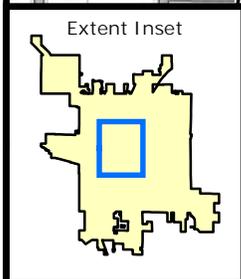
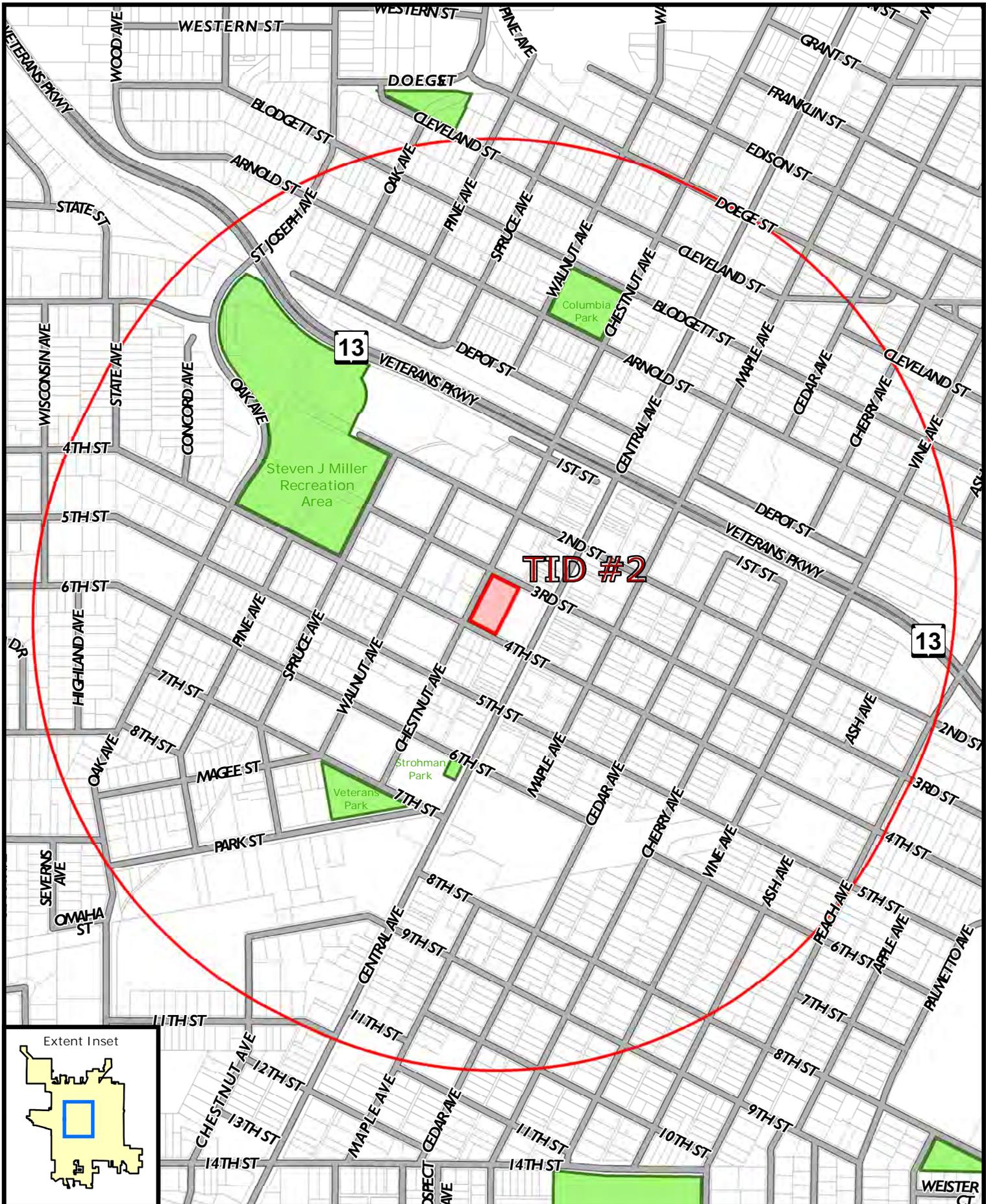
TID No. 7 is designated a distressed TID. The City can continue to develop land within the TID boundary and induce development until the end of the expenditure period, which is May 22, 2019. The TID will need to be monitored for financial performance to determine if and when supplemental revenue may be needed to pay down expenses.

### 4.5 TID NO. 9 (HARTL MANOR REDEVELOPMENT AREA)

TID No. 9 is a new TID with redevelopment activity recently beginning to take place. The City should promote redevelopment and invest project dollars per the current Project Plan.

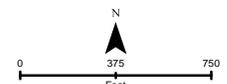
## **APPENDIX A**

Tax Incremental District Maps

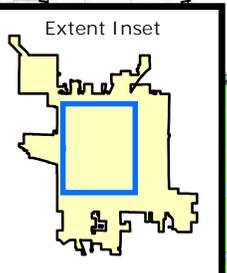
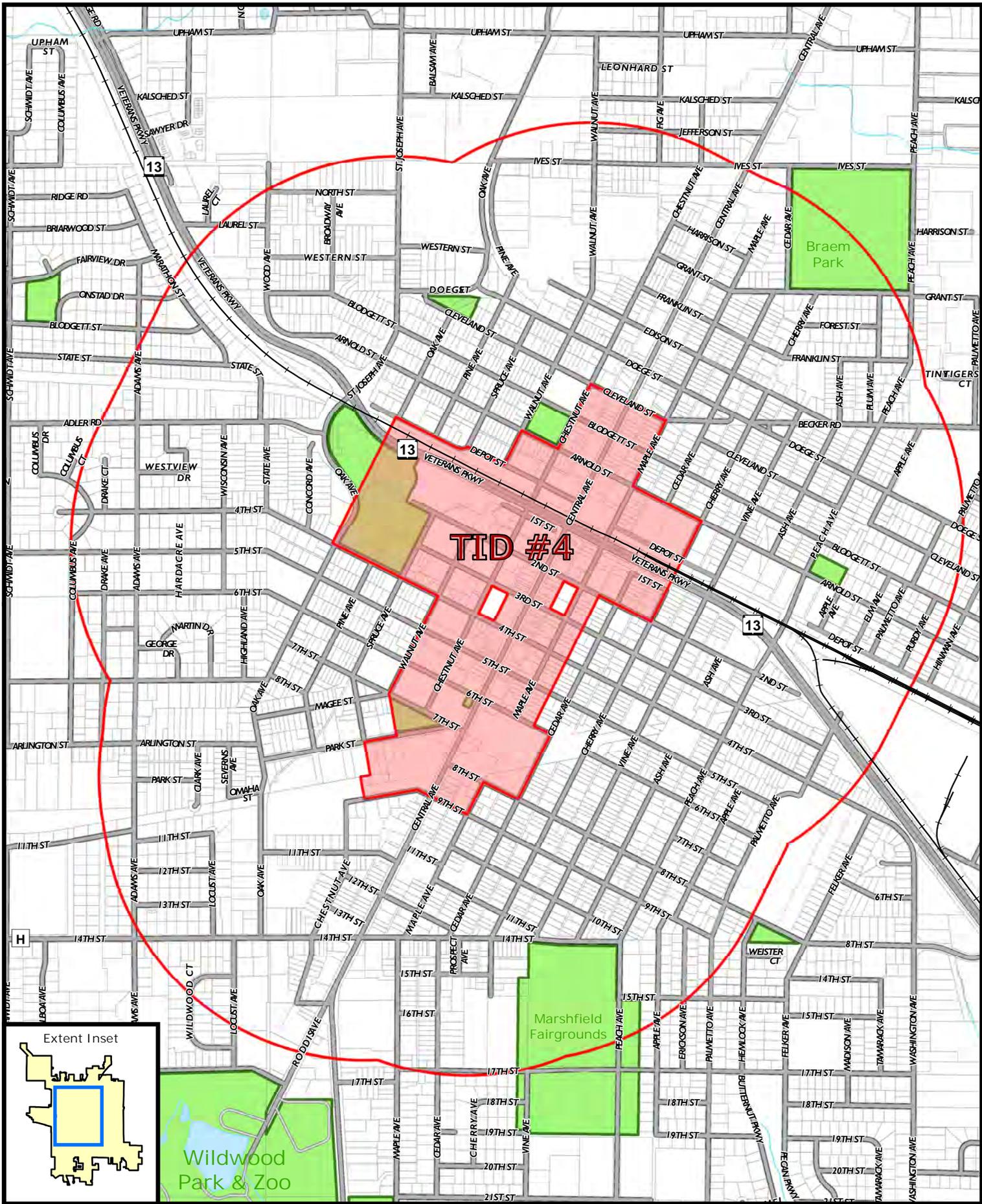


Tax Incremental District #2  
 City of Marshfield  
 9/5/2014

- TID District
- Half Mile Buffer
- Tax Parcel
- Park
- City Limits
- US Highway
- State Highway
- County Highway
- Local Road
- Private Road



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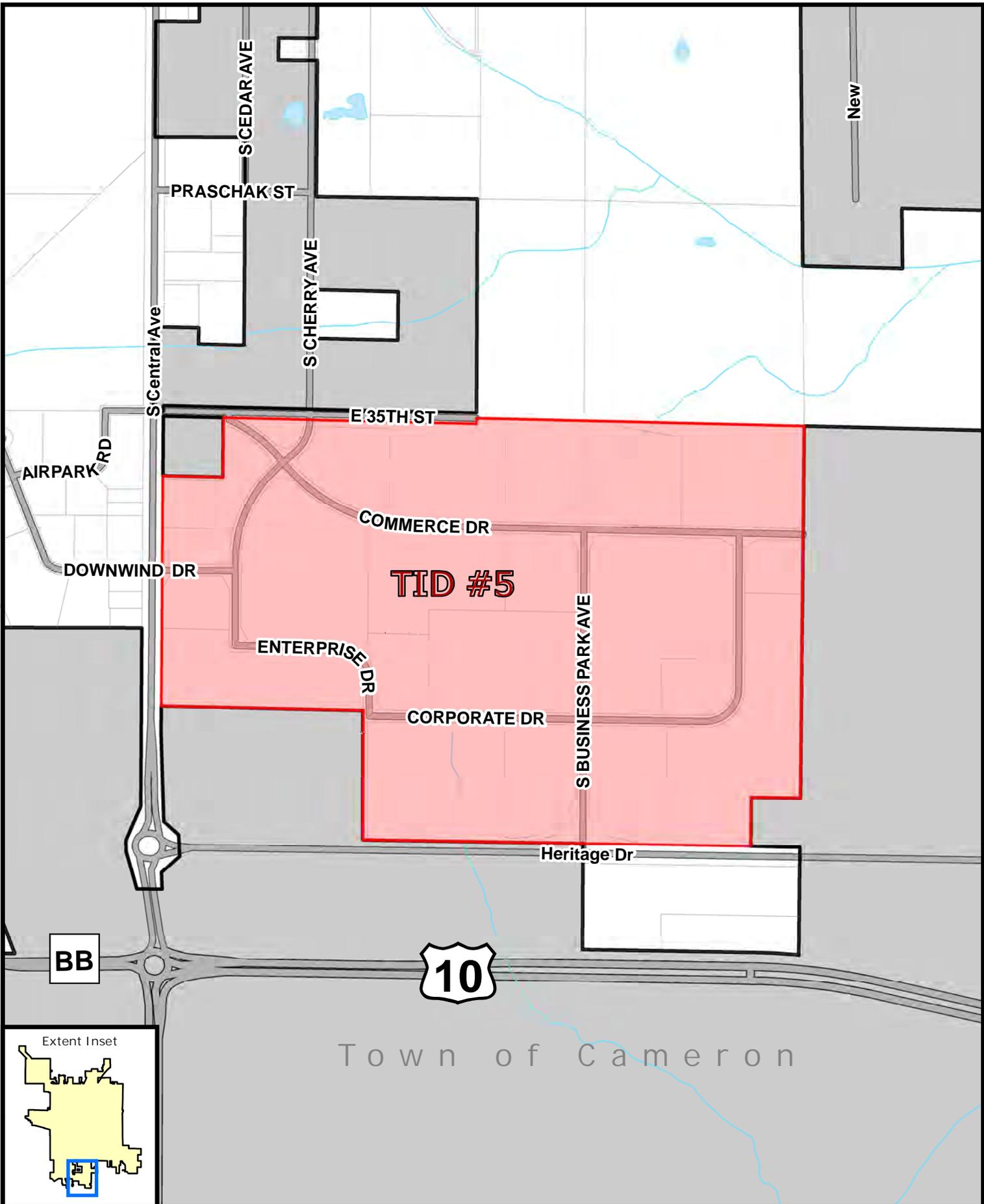


**Tax Incremental District #4**  
 City of Marshfield  
 9/5/2014

- TID District
- Half Mile Buffer
- Tax Parcel
- Park
- City Limits
- US Highway
- State Highway
- County Highway
- Local Road
- Private Road

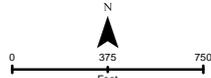
N  
 0 625 1,250  
 Feet

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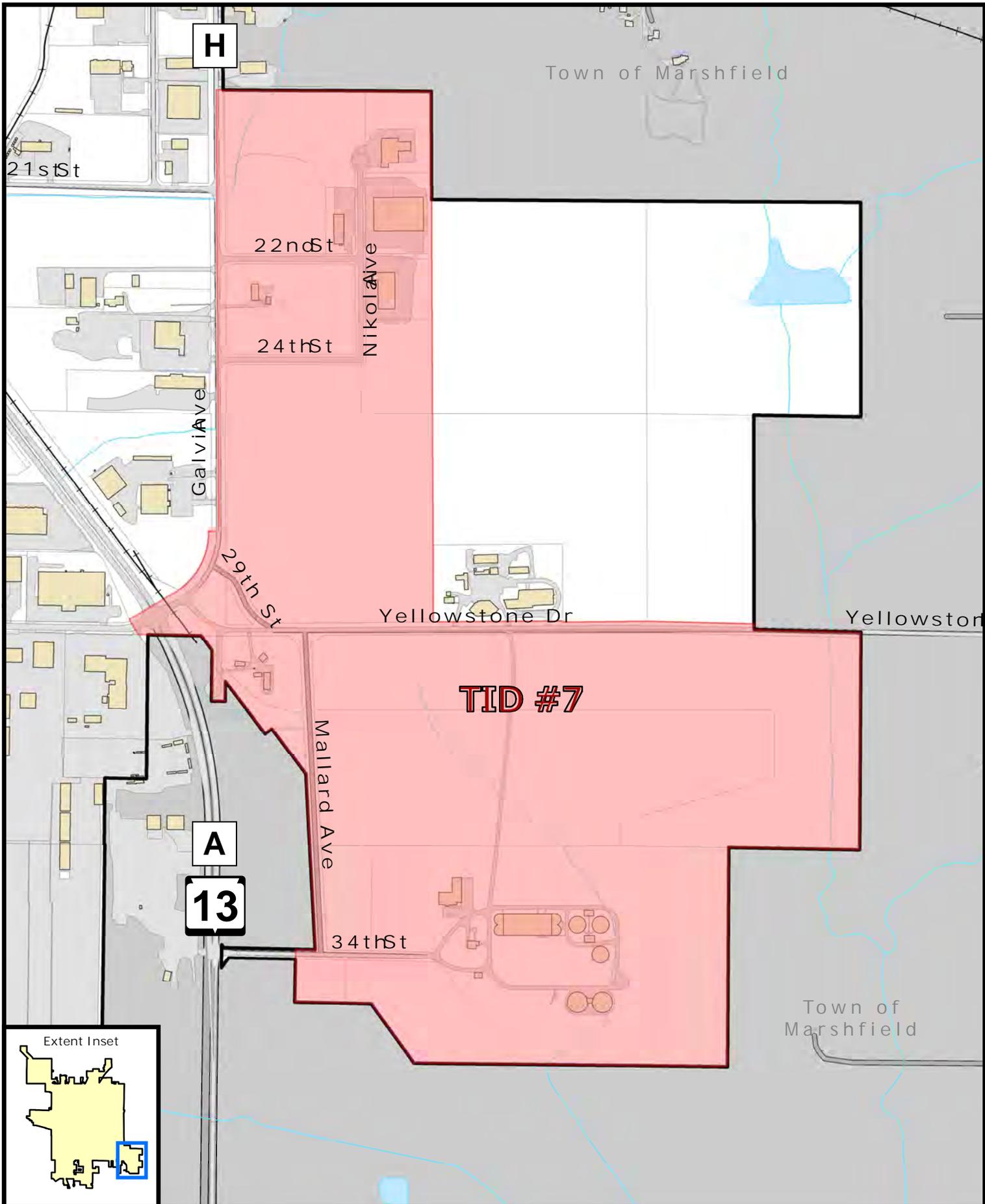


Tax Incremental District #5  
 City of Marshfield  
 9/5/2014

- TID District
- Tax Parcel
- Park
- City Limits
- US Highway
- State Highway
- County Highway
- Local Road
- Private Road



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H

Town of Marshfield

21st St

22nd St

24th St

Nikola Ave

Galvia Ave

29th St

Yellowstone Dr

Yellowston

**TID #7**

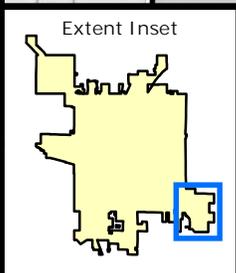
Mallard Ave

A

13

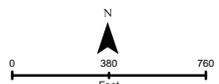
34th St

Town of Marshfield



Tax Incremental District #7  
 City of Marshfield  
 9/5/2014

- TID District
- Tax Parcel
- Park
- Municipal Limits
- Structure
- Road
- Parking
- US Highway
- State Highway
- County Highway
- Local Road
- Private Road



This is not a legal survey document. This map was compiled by the City of Marshfield's Geographic Information System based on interpretation of resources to the date printed herein, duplication without consent is prohibited.

Town of McMillan

McMillan St

Heide Ln

Renee Ln

Debra Ln

Ma

Upham St

Vilas St

Himman Ave

Kalsched St

Ives St

Peach Ave

Forest St

Tiny Tigers Ct

Palmetto Ave

Becker Rd

Weber Ave

Willow Ave

Edison St

Junio Ave

Doege St

Hinman Ave

Junio Ct

Willow Ct

Hu

97

TID #9

Braem Park

Y

St Joseph Ave

Balsam

Oak Ave

Pine Ave

Walnut Ave

Chestnut Ave

Harrison St

Grant St

Franklin St

Edison St

Doege St

Cleveland St

Blodgett St

Arnold St

Depot St

Cedar Ave

Cherry Ave

Vine Ave

Ash Ave

Ash Ave

Apple Ave

Elm Ave

2nd St

1st St

Central Ave

Upham St

Ives St

Forest St

Ash

Plum

Palmetto

Edison St

Junio Ave

Doege St

Hinman

Junio

Waushara Dr

Vilas St

Upham St

Kalsched St

Ives St

Forest St

Tiny Tigers Ct

Palmetto Ave

Becker Rd

Weber Ave

Willow Ave

Edison St

Junio Ave

Doege St

Hinman

Junio

Doege St

Hinman

Junio

Doege St

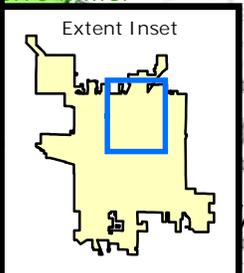
Hinman

Junio

Doege St

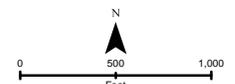
Hinman

Junio



Tax Increment District #9  
City of Marshfield  
9/5/2014

- TID District
- Half Mile Buffer
- Tax Parcel
- Park
- Municipal Limits
- US Highway
- State Highway
- County Highway
- Local Road
- Private Road



This is not a legal survey document. This map was compiled by the City of Marshfield's Geographic Information System based on interpretation of resources to the date printed herein, duplication without consent is prohibited.

## **APPENDIX B**

PFM Financial Projections

City of Marshfield, Wisconsin  
TID No. 2 - Debt Service Requirement

Rev. Collection / Debt Service	Existing Debt thru 2014A		Future Issue No. 1		Future Issue No. 2		Future Issue No. 3		TOTAL TID No. 1 Debt Service		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2014	65,000	5,330	--	--	--	--	--	--	65,000	5,330	70,330
2015	65,000	1,788	--	--	--	--	--	--	65,000	1,788	66,788
2016	--	--	--	--	--	--	--	--	--	--	--
2017	--	--	--	--	--	--	--	--	--	--	--
2018	--	--	--	--	--	--	--	--	--	--	--
2019	--	--	--	--	--	--	--	--	--	--	--
2020	--	--	--	--	--	--	--	--	--	--	--
2021	--	--	--	--	--	--	--	--	--	--	--
2022	--	--	--	--	--	--	--	--	--	--	--
2023	--	--	--	--	--	--	--	--	--	--	--
2024	--	--	--	--	--	--	--	--	--	--	--
2025	--	--	--	--	--	--	--	--	--	--	--
2026	--	--	--	--	--	--	--	--	--	--	--
2027	--	--	--	--	--	--	--	--	--	--	--
2028	--	--	--	--	--	--	--	--	--	--	--
2029	--	--	--	--	--	--	--	--	--	--	--
2030	--	--	--	--	--	--	--	--	--	--	--
2031	--	--	--	--	--	--	--	--	--	--	--
2032	--	--	--	--	--	--	--	--	--	--	--
2033	--	--	--	--	--	--	--	--	--	--	--
2034	--	--	--	--	--	--	--	--	--	--	--
<b>TOTAL</b>	<b>130,000</b>	<b>7,118</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>130,000</b>	<b>7,118</b>	<b>137,118</b>

City of Marshfield, Wisconsin  
TID No. 2 - Stand Alone Cash Flows

Origination: 3/9/1993  
 Original Max Life: 3/9/2020  
 Expenditure Period: 3/9/2015  
 Donor / Distressed: **Donor**  
 NEW Max Life: 3/9/2030

Const. Year	Jan. 1 Valuation	Revenue Collection	Change in Increment Value	Total Increment Value	Effective Tax Rate	TID No. 2 Revenues	TID No. 2				
							TID No. 2 Debt Service		Annual Surplus / (Deficit)	Revenue Balance*	Debt Balance
							Principal	Interest			
										384,365	
2012	2013	2014	--	4,092,300	25.25	103,350	65,000	5,330	33,020	92,385	65,000
2013	2014	2015	470,400	4,562,700	25.25	115,229	65,000	1,788	48,442	140,827	--
2014	2015	2016	--	4,562,700	25.25	115,229	--	--	115,229	256,056	--
2015	2016	2017	--	4,562,700	25.25	115,229	--	--	115,229	371,285	--
2016	2017	2018	--	4,562,700	25.25	115,229	--	--	115,229	486,515	--
2017	2018	2019	--	4,562,700	25.25	115,229	--	--	115,229	601,744	--
2018	2019	2020	--	4,562,700	25.25	115,229	--	--	115,229	716,974	--
2019	2020	2021	--	4,562,700	25.25	115,229	--	--	115,229	832,203	--
2020	2021	2022	--	4,562,700	25.25	115,229	--	--	115,229	947,433	--
2021	2022	2023	--	4,562,700	25.25	115,229	--	--	115,229	1,062,662	--
2022	2023	2024	--	4,562,700	25.25	115,229	--	--	115,229	1,177,891	--
2023	2024	2025	--	4,562,700	25.25	115,229	--	--	115,229	1,293,121	--
2024	2025	2026	--	4,562,700	25.25	115,229	--	--	115,229	1,408,350	--
2025	2026	2027	--	4,562,700	25.25	115,229	--	--	115,229	1,523,580	--
2026	2027	2028	--	4,562,700	25.25	115,229	--	--	115,229	1,638,809	--
2027	2028	2029	--	4,562,700	25.25	115,229	--	--	115,229	1,754,039	--
2028	2029	2030	--	4,562,700	25.25	115,229	--	--	115,229	1,869,268	--
2029	2030	2031	--	--	--	--	--	--	--	--	--
2030	2031	2032	--	--	--	--	--	--	--	--	--
2031	2032	2033	--	--	--	--	--	--	--	--	--
2032	2033	2034	--	--	--	--	--	--	--	--	--

\* Revenue Balance is aggregate TID Increment Revenues less aggregate TID Expenses to date, it is not a cash balance.

City of Marshfield, Wisconsin  
TID No. 4 - Debt Service Requirement

Rev. Collection / Debt Service	Existing Debt thru 2014A		2015 GO TID Bonds		Future Issue No. 2		Future Issue No. 3		TOTAL TID No. 4 Debt Service		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2014	458,204	173,620			--	--	--	--	458,204	173,620	631,824
2015	446,379	157,088			--	--	--	--	446,379	157,088	603,468
2016	390,366	146,305	75,000	130,722	--	--	--	--	465,366	277,028	742,393
2017	427,523	136,058	100,000	96,948	--	--	--	--	527,523	233,006	760,529
2018	434,774	124,335	100,000	95,573	--	--	--	--	534,774	219,908	754,682
2019	392,702	112,641	125,000	93,729	--	--	--	--	517,702	206,371	724,072
2020	373,905	102,319	150,000	91,136	--	--	--	--	523,905	193,454	717,359
2021	389,182	92,656	175,000	87,667	--	--	--	--	564,182	180,323	744,505
2022	349,199	83,263	225,000	82,886	--	--	--	--	574,199	166,149	740,348
2023	319,271	74,602	247,000	76,677	--	--	--	--	566,271	151,279	717,551
2024	331,540	65,944	254,000	69,471	--	--	--	--	585,540	135,414	720,954
2025	315,203	57,113	263,000	61,387	--	--	--	--	578,203	118,500	696,703
2026	328,370	47,955	271,000	52,371	--	--	--	--	599,370	100,326	699,696
2027	331,557	38,139	282,000	42,341	--	--	--	--	613,557	80,479	694,036
2028	334,755	27,650	293,000	31,340	--	--	--	--	627,755	58,990	686,745
2029	347,994	16,131	304,000	19,470	--	--	--	--	651,994	35,601	687,595
2030	282,409	6,101	317,000	6,657	--	--	--	--	599,409	12,758	612,168
2031	12,968	1,830	--	--	--	--	--	--	12,968	1,830	14,798
2032	13,548	1,250	--	--	--	--	--	--	13,548	1,250	14,798
2033	14,161	637	--	--	--	--	--	--	14,161	637	14,798
2034	--	--	--	--	--	--	--	--	--	--	--
<b>TOTAL</b>	<b>6,294,010</b>	<b>1,465,641</b>	<b>3,181,000</b>	<b>1,038,372</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>9,475,010</b>	<b>2,504,013</b>	<b>11,979,023</b>

City of Marshfield, Wisconsin  
TID No. 4 - Stand Alone Cash Flows

Origination: 9/24/1996  
 Original Max Life: 9/24/2023  
 Expenditure Period: 9/24/2018  
 Donor / Distressed: **Donor**  
 NEW Max Life: 9/24/2033

Const. Year	Jan. 1 Valuation	Revenue Collection	Change in Increment Value	Total Increment Value	Effective Tax Rate	TID No. 4 Revenues	TID No. 4					
							TID No. 4 Debt Service		Annual Surplus / (Deficit)	Revenue Balance*	Debt Balance	
							Principal	Interest				
											2,815,111	
2012	2013	2014	--	25,193,800	25.25	636,261	458,204	173,620	4,437	2,819,548	9,016,806	
2013	2014	2015	5,942,600	31,136,400	25.25	786,339	446,379	157,088	182,872	3,002,419	8,570,427	
2014	2015	2016	--	31,136,400	25.25	786,339	465,366	277,028	43,946	3,046,365	8,105,061	
2015	2016	2017	--	31,136,400	25.25	786,339	527,523	233,006	25,810	3,072,175	7,577,538	
2016	2017	2018	--	31,136,400	25.25	786,339	534,774	219,908	31,657	3,103,832	7,042,763	
2017	2018	2019	--	31,136,400	25.25	786,339	517,702	206,371	62,267	3,166,098	6,525,062	
2018	2019	2020	--	31,136,400	25.25	786,339	523,905	193,454	68,980	3,235,079	6,001,157	
2019	2020	2021	--	31,136,400	25.25	786,339	564,182	180,323	41,834	3,276,913	5,436,975	
2020	2021	2022	--	31,136,400	25.25	786,339	574,199	166,149	45,992	3,322,904	4,862,776	
2021	2022	2023	--	31,136,400	25.25	786,339	566,271	151,279	68,789	3,391,693	4,296,505	
2022	2023	2024	--	31,136,400	25.25	786,339	585,540	135,414	65,385	3,457,078	3,710,965	
2023	2024	2025	--	31,136,400	25.25	786,339	578,203	118,500	89,636	3,546,714	3,132,762	
2024	2025	2026	--	31,136,400	25.25	786,339	599,370	100,326	86,644	3,633,357	2,533,392	
2025	2026	2027	--	31,136,400	25.25	786,339	613,557	80,479	92,303	3,725,660	1,919,836	
2026	2027	2028	--	31,136,400	25.25	786,339	627,755	58,990	99,594	3,825,254	1,292,081	
2027	2028	2029	--	31,136,400	25.25	786,339	651,994	35,601	98,744	3,923,999	640,087	
2028	2029	2030	--	31,136,400	25.25	786,339	599,409	12,758	174,171	4,098,170	40,677	
2029	2030	2031	--	31,136,400	25.25	786,339	12,968	1,830	771,541	4,869,711	27,709	
2030	2031	2032	--	31,136,400	25.25	786,339	13,548	1,250	771,541	5,641,252	14,161	
2031	2032	2033	--	31,136,400	25.25	786,339	14,161	637	771,541	6,412,792	--	
2032	2033	2034	--	31,136,400	25.25	786,339	--	--	786,339	7,199,131	--	

\* Revenue Balance is aggregate TID Increment Revenues less aggregate TID Expenses to date, it is not a cash balance.

City of Marshfield, Wisconsin  
TID No. 5 - Debt Service Requirement

Rev. Collection / Debt Service	Existing Debt thru 2014A		2015 Taxable Notes		Future Issue No. 2		Future Issue No. 3		TOTAL TID No. 5 Debt Service		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2014	129,209	31,317			--	--	--	--	129,209	31,317	160,526
2015	98,545	29,841			--	--	--	--	98,545	29,841	128,386
2016	109,788	26,884	35,000	17,075	--	--	--	--	144,788	43,959	188,747
2017	162,973	22,883	40,000	11,550	--	--	--	--	202,973	34,433	237,407
2018	169,638	17,718	40,000	10,350	--	--	--	--	209,638	28,068	237,706
2019	133,168	12,822	40,000	9,150	--	--	--	--	173,168	21,972	195,140
2020	36,955	10,044	45,000	7,875	--	--	--	--	81,955	17,919	99,874
2021	38,011	8,910	45,000	6,525	--	--	--	--	83,011	15,435	98,446
2022	38,770	7,715	45,000	5,175	--	--	--	--	83,770	12,890	96,661
2023	19,998	6,655	50,000	3,750	--	--	--	--	69,998	10,405	80,403
2024	20,460	5,737	50,000	2,250	--	--	--	--	70,460	7,987	78,447
2025	17,346	4,798	50,000	750	--	--	--	--	67,346	5,548	72,894
2026	18,069	3,835	--	--	--	--	--	--	18,069	3,835	21,904
2027	18,791	2,812	--	--	--	--	--	--	18,791	2,812	21,603
2028	19,514	1,730	--	--	--	--	--	--	19,514	1,730	21,244
2029	20,237	587	--	--	--	--	--	--	20,237	587	20,824
2030	--	--	--	--	--	--	--	--	--	--	--
2031	--	--	--	--	--	--	--	--	--	--	--
2032	--	--	--	--	--	--	--	--	--	--	--
2033	--	--	--	--	--	--	--	--	--	--	--
2034	--	--	--	--	--	--	--	--	--	--	--
<b>Total</b>	<b>1,051,471</b>	<b>194,289</b>	<b>440,000</b>	<b>74,450</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>1,491,471</b>	<b>268,739</b>	<b>1,760,210</b>



City of Marshfield, Wisconsin  
TID No. 7 - Debt Service Requirement

Rev. Collection / Debt Service	Existing Debt thru 2014A		2015 GO TID Bonds		Future Issue No. 2		Future Issue No. 3		TOTAL TID No. 7 Debt Service		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2014	430,658	69,894			--	--	--	--	430,658	69,894	500,552
2015	352,519	67,147			--	--	--	--	352,519	67,147	419,666
2016	378,795	57,669	1,004	793	--	--	--	--	379,799	58,462	438,261
2017	426,258	48,282	1,216	581	--	--	--	--	427,474	48,863	476,337
2018	411,075	37,717	1,233	564	--	--	--	--	412,308	38,281	450,589
2019	386,808	27,185	1,253	543	--	--	--	--	388,061	27,728	415,789
2020	287,378	17,831	1,277	520	--	--	--	--	288,655	18,351	307,005
2021	296,791	10,227	1,304	492	--	--	--	--	298,095	10,720	308,814
2022	35,166	5,769	1,336	461	--	--	--	--	36,502	6,230	42,732
2023	31,458	4,851	1,371	425	--	--	--	--	32,829	5,276	38,106
2024	32,318	3,913	1,411	385	--	--	--	--	33,729	4,299	38,028
2025	9,450	3,178	1,456	341	--	--	--	--	10,906	3,518	14,424
2026	9,853	2,681	1,506	291	--	--	--	--	11,359	2,972	14,331
2027	10,261	2,156	1,562	235	--	--	--	--	11,823	2,391	14,214
2028	10,672	1,605	1,623	174	--	--	--	--	12,295	1,779	14,074
2029	11,094	1,019	1,688	108	--	--	--	--	12,782	1,127	13,909
2030	3,354	646	1,760	37	--	--	--	--	5,114	683	5,797
2031	3,505	495	--	--	--	--	--	--	3,505	495	4,000
2032	3,662	338	--	--	--	--	--	--	3,662	338	4,000
2033	3,827	172	--	--	--	--	--	--	3,827	172	4,000
2034	--	--	--	--	--	--	--	--	--	--	--
<b>Total</b>	<b>3,134,901</b>	<b>362,776</b>	<b>21,000</b>	<b>5,949</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>3,155,901</b>	<b>368,725</b>	<b>3,524,626</b>



City of Marshfield, Wisconsin  
Donor TIDs (No. 2 and No. 4) Support to Reduce Aggregate TID Deficit

Const. Year	Jan. 1 Valuation	Revenue Collection	Available Annual TID No. 2 Surplus*	Available Annual TID No. 4 Surplus*	Aggregate Revenue Balance	All TIDs Aggregate Debt Balance	TID No. 2 Aggregate Debt Balance	TID No. 4 Aggregate Debt Balance	TID No. 5 Aggregate Debt Balance***	TID No. 7 Aggregate Debt Balance***
					(1,623,436)					
2012	2013	2014	33,020	4,437	(1,910,980) **	13,169,311	65,000	9,016,806	1,362,262	2,725,244
2013	2014	2015	48,442	182,872	(1,679,666)	12,206,868	--	8,570,427	1,263,717	2,372,725
2014	2015	2016	115,229	43,946	(1,520,491)	11,216,916	--	8,105,061	1,118,929	1,992,926
2015	2016	2017	115,229	25,810	(1,379,452)	10,058,945	--	7,577,538	915,956	1,565,452
2016	2017	2018	115,229	31,657	(1,232,566)	8,902,225	--	7,042,763	706,318	1,153,144
2017	2018	2019	115,229	62,267	(1,055,069)	7,823,295	--	6,525,062	533,150	765,083
2018	2019	2020	115,229	68,980	(870,860)	6,928,781	--	6,001,157	451,196	476,428
2019	2020	2021	115,229	41,834	(713,796)	5,983,494	--	5,436,975	368,185	178,334
2020	2021	2022	115,229	45,992	(552,575)	5,289,023	--	4,862,776	284,415	141,832
2021	2022	2023	115,229	68,789	(368,557)	4,619,924	--	4,296,505	214,417	109,002
2022	2023	2024	115,229	65,385	(187,943)	3,930,194	--	3,710,965	143,956	75,273
2023	2024	2025	115,229	89,636	16,923	3,273,740	--	3,132,762	76,610	64,367
2024	2025	2026	115,229	86,644	218,796	2,586,401	--	2,533,392	--	53,008
2025	2026	2027	115,229	92,303	426,328	1,961,021	--	1,919,836	--	41,185
2026	2027	2028	115,229	99,594	641,151	1,320,971	--	1,292,081	--	28,890
2027	2028	2029	115,229	98,744	855,125	656,194	--	640,087	--	16,108
2028	2029	2030	115,229	174,171	1,144,526	51,671	--	40,677	--	10,994
2029	2030	2031	--	771,541	1,916,067	35,198	--	27,709	--	7,489
2030	2031	2032	--	771,541	2,687,608	17,988	--	14,161	--	3,827
2031	2032	2033	--	771,541	3,459,148	--	--	--	--	--
2032	2033	2034	--	786,339	4,245,487	--	--	--	--	--

\* Excess annual Donor TID revenue is applied to reduce Aggregate Revenue Deficit.

\*\* Aggregate Revenue Balance is reduced by an additional \$325,000 from TID No. 2 payment of TID No. 6 closing costs during 2014.

\*\*\* A Distressed TID would be expected to close when its Aggregate Revenue Balance exceeds its outstanding liabilities.

City of Marshfield, Wisconsin  
TID No. 9 - Debt Service Requirement

Rev. Collection / Debt Service	Existing Debt thru 2014A		2015 GO TID Bonds		Future Issue No. 2		Future Issue No. 3		TOTAL TID No. 9 Debt Service		
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest	Debt Service
2014	--	--	--	--	--	--	--	--	--	--	--
2015	11,276	21,412	--	--	--	--	--	--	11,276	21,412	32,688
2016	14,758	17,931	12,190	9,623	--	--	--	--	26,948	27,554	54,502
2017	15,471	17,218	14,770	7,049	--	--	--	--	30,241	24,267	54,507
2018	16,167	16,522	14,970	6,844	--	--	--	--	31,137	23,366	54,503
2019	16,894	15,794	15,220	6,599	--	--	--	--	32,114	22,393	54,507
2020	17,613	15,075	15,500	6,311	--	--	--	--	33,113	21,386	54,499
2021	18,447	14,241	15,840	5,978	--	--	--	--	34,287	20,219	54,506
2022	19,277	13,411	16,220	5,597	--	--	--	--	35,497	19,008	54,505
2023	20,145	12,544	16,650	5,165	--	--	--	--	36,795	17,709	54,503
2024	21,019	11,669	17,140	4,679	--	--	--	--	38,159	16,348	54,507
2025	21,997	10,691	17,680	4,135	--	--	--	--	39,677	14,826	54,503
2026	22,987	9,701	18,290	3,527	--	--	--	--	41,277	13,228	54,506
2027	24,021	8,667	18,960	2,852	--	--	--	--	42,981	11,519	54,500
2028	25,082	7,607	19,700	2,112	--	--	--	--	44,782	9,719	54,500
2029	26,231	6,457	20,500	1,313	--	--	--	--	46,731	7,770	54,501
2030	27,412	5,277	21,370	449	--	--	--	--	48,782	5,726	54,507
2031	28,645	4,043	--	--	--	--	--	--	28,645	4,043	32,688
2032	29,927	2,762	--	--	--	--	--	--	29,927	2,762	32,688
2033	31,281	1,408	--	--	--	--	--	--	31,281	1,408	32,688
2034	--	--	--	--	--	--	--	--	--	--	--
2035	--	--	--	--	--	--	--	--	--	--	--
2036	--	--	--	--	--	--	--	--	--	--	--
2037	--	--	--	--	--	--	--	--	--	--	--
2038	--	--	--	--	--	--	--	--	--	--	--
2039	--	--	--	--	--	--	--	--	--	--	--
2040	--	--	--	--	--	--	--	--	--	--	--
<b>Total</b>	<b>408,650</b>	<b>212,429</b>	<b>255,000</b>	<b>72,232</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>--</b>	<b>663,650</b>	<b>284,661</b>	<b>948,311</b>

City of Marshfield, Wisconsin  
TID No. 9 - Stand Alone Cash Flows

Origination: 8/13/2013  
Max Life: 8/13/2040  
Expenditure Period: 8/13/2035

Const. Year	Jan. 1 Valuation	Revenue Collection	Change in Increment Value	Total Increment Value	Effective Tax Rate	TID No. 9 Revenues	TID No. 9					
							TID No. 9 Debt Service		Annual Surplus / (Deficit)	Revenue Balance*	Debt Balance	
							Principal	Interest				
2012	2013	2014									--	663,650
2013	2014	2015	183,200	183,200	25.25	4,627	11,276	21,412	(28,062)	(28,062)		652,374
2014	2015	2016	800,000	983,200	25.25	24,830	26,948	27,554	(29,671)	(57,733)		625,426
2015	2016	2017	600,000	1,583,200	25.25	39,983	30,241	24,267	(14,524)	(72,257)		595,186
2016	2017	2018	--	1,583,200	25.25	39,983	31,137	23,366	(14,520)	(86,777)		564,049
2017	2018	2019	--	1,583,200	25.25	39,983	32,114	22,393	(14,524)	(101,301)		531,934
2018	2019	2020	--	1,583,200	25.25	39,983	33,113	21,386	(14,516)	(115,817)		498,821
2019	2020	2021	--	1,583,200	25.25	39,983	34,287	20,219	(14,523)	(130,340)		464,534
2020	2021	2022	--	1,583,200	25.25	39,983	35,497	19,008	(14,522)	(144,862)		429,036
2021	2022	2023	--	1,583,200	25.25	39,983	36,795	17,709	(14,520)	(159,382)		392,242
2022	2023	2024	--	1,583,200	25.25	39,983	38,159	16,348	(14,524)	(173,906)		354,082
2023	2024	2025	--	1,583,200	25.25	39,983	39,677	14,826	(14,520)	(188,426)		314,405
2024	2025	2026	--	1,583,200	25.25	39,983	41,277	13,228	(14,522)	(202,948)		273,128
2025	2026	2027	--	1,583,200	25.25	39,983	42,981	11,519	(14,517)	(217,465)		230,147
2026	2027	2028	--	1,583,200	25.25	39,983	44,782	9,719	(14,517)	(231,982)		185,365
2027	2028	2029	--	1,583,200	25.25	39,983	46,731	7,770	(14,518)	(246,500)		138,634
2028	2029	2030	--	1,583,200	25.25	39,983	48,782	5,726	(14,524)	(261,024)		89,852
2029	2030	2031	--	1,583,200	25.25	39,983	28,645	4,043	7,295	(253,729)		61,207
2030	2031	2032	--	1,583,200	25.25	39,983	29,927	2,762	7,295	(246,435)		31,281
2031	2032	2033	--	1,583,200	25.25	39,983	31,281	1,408	7,295	(239,140)		--
2032	2033	2034	--	1,583,200	25.25	39,983	--	--	39,983	(199,157)		--
2033	2034	2035	--	1,583,200	25.25	39,983	--	--	39,983	(159,173)		--
2034	2035	2036	--	1,583,200	25.25	39,983	--	--	39,983	(119,190)		--
2035	2036	2037	--	1,583,200	25.25	39,983	--	--	39,983	(79,207)		--
2036	2037	2038	--	1,583,200	25.25	39,983	--	--	39,983	(39,224)		--
2037	2038	2039	--	1,583,200	25.25	39,983	--	--	39,983	759		--
2038	2039	2040	--	1,583,200	25.25	39,983	--	--	39,983	40,742		--

\* Revenue Balance is aggregate TID Increment Revenues less aggregate TID Expenses to date, it is not a cash balance.

800,000 Minimum assessed value included in developer's agreement for multi tenent retail center No. 1

600,000 Minimum assessed value included in developer's agreement for multi tenent retail center No. 2

## **APPENDIX C**

Potential TIF Project List

TIF 4 Project Plan Update  
Public Improvement Projects by Year  
September 12, 2014

**2015**

1.	Maple Ave (6 <sup>th</sup> to Vets Pkwy) and east side streets from Central to Maple – Reconstruction	\$3,100,000
2.	4 <sup>th</sup> & Maple Parking Lot Reconstruction (property acquisition)	<u>\$ 40,000</u>
	Total 2015	\$3,140,000

**2016**

1.	4 <sup>th</sup> & Maple Parking Lot Reconstruction	\$ 180,000
2.	9 <sup>th</sup> Street (Central to Chestnut) - Reconstruction	<u>\$ 440,000</u>
	Total 2016	\$ 620,000

**2017**

1.	Alley Reconstruction – Central/Maple – 5 <sup>th</sup> to 6 <sup>th</sup>	\$ 67,000
2.	Alley Reconstruction – Central/Chestnut – 5 <sup>th</sup> to 6 <sup>th</sup>	\$ 73,000
3.	East 1 <sup>st</sup> Street (Cedar to the Alley East of Cherry) - Reconstruction	<u>\$ 215,000</u>
	Total 2017	\$355,000

**2018**

1.	Alleys bounded by Arnold to Cleveland and Maple to Chestnut	\$ 200,000
3.	West 1 <sup>st</sup> Street – Chestnut to 300' west	\$ 100,000
2.	Cherry Ave (Depot to Arnold) – Reconstruction	<u>\$ 165,000</u>
	Total 2018	\$ 390,000

Grand total TIF # 4 Infrastructure Projects \$4,580,000

Note: **Yellow** highlighting indicates projects that are **NOT** currently in the CIP.

# Memo

**To:** Mayor and Common Council  
**From:** Ed Englehart, Parks and Recreation Director  
**Date:** October 24, 2014  
**Re:** Adoption of Comprehensive Outdoor Recreation Plan (CORP)

---

## **Background**

In late 2013, the City of Marshfield contracted with Rettler Corporation to complete a new Comprehensive Outdoor Recreation Plan (CORP). The last plan was developed in 2006 by Schrieber/Anderson Associates, Inc. for the period of 2006-2010. The CORP serves as one of the key planning documents for the Parks and Recreation Department, and provides a means of identifying, analyzing, promoting, and responding to changes in society, both present and future. The document is also needed as a prerequisite for participation in some outdoor recreation grant programs.

## **Analysis**

Over the past year, Rettler Corporation staff has worked closely with the Parks and Recreation Department staff, other city staff and the Parks, Recreation and Forestry Committee to inventory the existing Parks and Recreation facilities, update maps, and gain public input regarding parks and recreation facilities. A variety of methods were used to acquire public input. These included stakeholder surveys; discussions with Parks, Recreation and Forestry Committee members; public meeting/open house; on-line community survey; and questionnaires presented to middle school, high school and elementary school students.

The draft document was made available for public review in early August and was presented at meetings of the Parks, Recreation and Forestry Committee, Board of Public Works and Plan Commission in September. All three committees took action to recommend adoption of the plan by the Common Council. Attached is a listing of the changes, additions, and modifications that were identified during the review meetings and will be incorporated into the final document. Following adoption of the plan by the Common Council, the consultant will print the hard copies of the plan for the City, plus provide a digital version of the adopted plan.

The plan contains a great deal of information and provides a good snapshot in time of the status for the Parks and Recreation Department facilities serving the community. It also provides a large amount of public comments and input regarding these facilities and services. Finally, it also provides costs estimates for the many identified improvements and recommendations. The plan can serve as a useful tool in future planning for the City of Marshfield's Parks and Recreation facilities.

## **Recommendation**

I recommend the Common Council adopt the Comprehensive Outdoor Recreation Plan.

Concurrence: \_\_\_\_\_



Steve Barg, City Administrator

## CORP Changes and Updates following review meetings

### ➤ Recommendations pages 53-79

*Regroup of Improvement Costs -The improvement cost matrix shown in section 7 Recommendations would be more effective if regrouped with “Short” term projects together at the top, “Medium” term projects next, and the “Long” term projects at the end.*

### ➤ Page 6 - Revised Pool Objectives (note: goal remains same but objectives changed as stated below)

**Goal: Continue working to replace the aging Hefko Swimming Pool with a new community swimming pool facility that is designed to meet the present and future needs of the community including accommodations for children, older adults, and the disabled.**

Objectives:

- *Complete an updated swimming pool study that compares renovation options versus a new swimming pool and provides construction and operation cost estimates.*
- *Conduct a community fund drive to generate private donations to assist the City in funding the construction of a new swimming pool.*
- *Construct a new outdoor swimming pool at Wildwood Park.*

### ➤ Page 49 – Revised Pool Statement

**Add the following sentence at the end of the statement regarding the Swimming Pool.**

*The Parks, Recreation and Forestry Committee strongly support the replacement of Hefko Swimming Pool with a new outdoor community swimming pool located at Wildwood Park.*

### ➤ Page 72 – Revised Pool Statement

**Change statement on swimming pool under Wildwood Park proposals to;**

*Construct new outdoor community swimming pool*

### ➤ Page 73 – Revised Pool Statement

**Change proposed development under Wildwood Park regarding Hefko Swimming Pool to;**

*New Hefko Swimming Pool Construction - \$5,000,000.00 - Short*

*Update total amount to reflect revised cost estimate.*

### ➤ Page 27 – Section 5 – Park Inventory and Analysis

**Change first sentence to read – 18 park sites with 11 additional outdoor recreation facilities**

### ➤ Page 45 – Section 7 – General Recommendations – Revised Statement for Acquisition and Development of Park Land

**Add the following language to the statement;**

*,including a community gathering space in the downtown.*

➤ **Page 49 - Section 7 – Recommendations – Pedestrian/Bicycle Trail Development**

Insert statement prior to last sentence that states –

*The City should take additional action in planning and better designating bicycle routes within Marshfield with signage on trails and roadways, brochures, and maps.*

➤ **Page 53 - Section 7 – Recommendations Grant Park**

Add to recommendations – Vacate old Oak Avenue Street right of way.

➤ **Page 69 - Section 7 – Recommendations Steve J. Miller Recreation Area**

Add to recommendations – Vacate unnecessary street right of ways.

➤ **Page 74 - Section 7 – Recommendations Wildwood Park**

Include aerial map of Wildwood Park

➤ **Section 12 – Appendices**

News Herald on-line article entitled “Marshfield Parks and Recreation wants to develop long-term plan, start toward making it happen. Include only the article, do not include unrelated information.

➤ **Section 12 – Appendix B – Add to Community Survey – “Other Comments”**

Item 1

*We have a wonderful start to the walking/bike trail(s) in the city coupled with some additions of sidewalk and bike lanes. However, the city lacks any type of trail or sidewalk for walking, running, or biking on E. Mc Millan St. between N. Galvin Ave. and N. just about N. Hume Ave... A often notice a really nice cliff to fall into about a 4-6 foot steep drop to avoid very fast moving traffic.*

*Another area of concern is the viaduct on W. Mc Millan St. at W. Veterans Pkwy. no safe area to walk or ride bike across the intersection. The city and the railroad need to come up with a plan to enhance the safety of pedestrians and bicyclists there. I know of at least one fatal vehicular accident that occurred at the intersection I believe before it was transformed into what it is today. A nice bridge like what is over Veterans Pkwy. between Chestnut and Oak Ave. should be considered.*

Item 2

*The city could really use a mountain bike/hiking/snowshoe single track trail. [http://en.wikipedia.org/wiki/Single\\_track\\_\(mountain\\_biking\)](http://en.wikipedia.org/wiki/Single_track_(mountain_biking)) We already have so many paved/gravel paths. A proper trail for riding/hiking would be inexpensive and offer something new to the city. If outdoor exercise equipment is installed it should include flat pull up bars.*

➤ **Typo Corrections – Entire Document**

*Page 3 last paragraph – This plan is “a” cooperative effort*

*Page 5 need end to parenthesis in third bullet point*

*Page 30 second to last paragraph, last sentence – change southwest to “northwest”*

*Page 40 second paragraph, second sentence – place periods after G. and P.*

*Page 43 need a line space between the third and fourth paragraphs.*

*Page 50 under Fees and Charges need a space first and second paragraph*

**ORDINANCE NO. 1290**

An ordinance amending subsections (a) and (b) of subsection (1), of Section 14.69 pertaining to amount of sewer service charges; and amending subsection (b) of subsection (16) of Section 14-72 of the Municipal Code of the City of Marshfield, Wisconsin, pertaining to provisions regarding holding tank service charges, portable toilet waste, and septic tank waste.

The Common Council of the City of Marshfield, do ordain as follows:

**SECTION 1.** Subsections (a) and (b) of subsection (1) of Section 14.69 of the Municipal Code of the City of Marshfield, are hereby amended to read as follows:

“14-69 AMOUNT OF SEWER SERVICE CHARGES.

(1) SEWER SERVICE CHARGE UNIT COSTS. The unit costs for the sewer service charge system are as follows:

(a) Category A Sewer Service Charge. The sewer service charge for Category A sewer users is as follows:

	<b><u>Effective 01/01/14</u></b>	<b><u>Effective 01/01/15</u></b>
Fixed Monthly Charge	\$18.20	\$18.35
Volume Charge	\$3.93/100 cu. ft. \$5.25/1000 gal.	\$4.04/100 cu. ft. \$5.40/1000 gal.

(b) Category B Sewer Service Charge. The sewer service charge for Category B sewer users is as follows:

	<b><u>Effective 01/01/14</u></b>	<b><u>Effective 01/01/15</u></b>
Fixed Monthly Charge	\$18.20	\$18.35
Volume Charge	\$3.93/100 cu. ft.	\$4.04/100 cu. ft.
Surcharges:		
BOD greater than 200/mg/l =	\$0.66/lb.	\$0.66/lb.
Suspended Solids greater Than 250 mg/l =	\$0.54/lb.	\$0.54/lb.
TKN greater than 40 mg/l	\$0.87/lb.	\$0.87/lb.
P greater than 7 mg/l	\$7.26/lb.	\$7.26/lb.

**SECTION 2.** Subsection (b) of subsection (16) of Section 14-72 of the Municipal Code of the City of Marshfield, are hereby amended to read as follows:

“14-72 USE OF THE PUBLIC SEWER.

(16) PROVISIONS REGARDING HOLDING TANK AND PORTABLE TOILET WASTEWATER

(b) Sewer Service Charges. The wastewater haulers shall pay the City for wastewater treatment and disposal. This charge shall consist of the following:

	<b><u>Effective 01/01/13</u></b>	<b><u>Effective 01/01/15</u></b>
Holding Tank Waste:		
Volume Charge	\$13.65/100 cu. ft. or \$18.25/1000 gal.	\$12.72/100 cu. ft. or \$17.00/1000 gal.
Portable Toilet Waste:		
Volume Charge	\$39.09/ 100 cu. ft. or \$52.25/1000 gal.	\$39.09/100 cu. ft. or \$52.25/1000 gal.
Septic Tank Waste:		
Volume Charge	\$83.22/100 cu. ft. \$111.25/1000 gal.	\$74.06/100 cu. ft. \$99.00/1000 gal.

**SECTION 34.** This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

NOTE: This ordinance is recommended by the Board of Public Works.

ADOPTED: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
PUBLISHED: \_\_\_\_\_

\_\_\_\_\_ Chris L. Meyer, Mayor  
Attest: \_\_\_\_\_  
Deb M. Hall, City Clerk



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: October 28, 2014

RE: First Reading – Ordinance No. 1289 Municipal Code Amendment to Sections 18-66(10) of the City of Marshfield Municipal Code, adding additional restrictions pertaining to the duration and quantity of temporary garage sale uses.

## **Background**

At the last Plan Commission meeting, September 19<sup>th</sup>, 2014, staff suggested language changes to our current ordinance for garage sale uses. Few comments were made to the suggested language including using the term “rummage sales” and the unnecessary need to limit the overall sales within a year, but the overall consensus of the Plan Commission was to bring back an ordinance for consideration. The Plan Commission has since reviewed the proposed changes and is recommending an amendment as proposed.

## **Analysis**

Without much branching discussion from the comments listed above, staff has suggested the three additional regulations listed below to Section 18-66(10) of the City of Marshfield Municipal Code.

- (10) Garage or Estate Sale (Auction). Garage or Estate Sales include the sale or offering for sale of miscellaneous used items commonly associated with residential use.

Regulations:

- (a) Permits are not required for Garage or Estate Sales.
- (b) Sales shall occur only during daylight hours.
- (c) No sale shall exceed 4 consecutive days in duration.
- (d) Not more than 4 sales shall be held within one calendar year.
- (e) Not more than 2 sales shall be held within 30 days of one another.

These three additional regulations shall give staff the tools to regulate temporary garage sale uses that cause problems throughout a given neighborhood.

## **Plan Commission Recommendation**

A public hearing was held on October 21, 2014 where Bob Levendoske, spoke in favor of the code amendment regarding garage sales, commenting that the proposed regulations were reasonable and that although they would only impact a few people, it would help resolve the issues of ongoing garage sales in the City.

The Plan Commission recommends approval of the proposed code amendment regulating garage sales.

## **Council Options**

The Common Council can take the following actions:

1. Approval of the request with any exceptions, conditions, or modifications the Council feels are justifiable and applicable to the request.
2. Denial of the request with justification stated by the Council.
3. Table the request for further study.

## **Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the November 11, 2014 Common Council meeting.

## **Attachments**

1. Redline Ordinance 1289
2. Ordinance 1289

Concurrence:



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Jason Angell  
Planning and Economic Development Director



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Steve Barg  
City Administrator

**REDLINE ORDINANCE NO. 1289**

An Ordinance amending Section 18-66(10) of the City of Marshfield Municipal Code pertaining to the temporary use of Garage or Estate Sales.

The Common Council of the City of Marshfield do hereby ordain as follows:

SECTION 1. Section 18-66(10) of the Marshfield Municipal Code is hereby amended to read as follows:

- (10) Garage or Estate Sale (Auction). Garage or Estate Sales include the sale or offering for sale of miscellaneous used items commonly associated with residential use.

Regulations:

- (a) Permits are not required for Garage or Estate Sales.

- (b) Sales shall occur only during daylight hours.

- (c) No sale shall exceed 4 consecutive days in duration.

- (d) Not more than 4 sales shall be held within one calendar year.

- (e) Not more than 2 sales shall be held within 30 days of one another.

SECTION 2. Savings Clause. If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

SECTION 3. Severability. If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

SECTION 4. This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk

**REDLINE ORDINANCE NO. 1289**

An Ordinance amending Section 18-66(10) of the City of Marshfield Municipal Code pertaining to the temporary use of Garage or Estate Sales.

The Common Council of the City of Marshfield do hereby ordain as follows:

SECTION 1. Section 18-66(10) of the Marshfield Municipal Code is hereby amended to read as follows:

(10) Garage or Estate Sale (Auction). Garage or Estate Sales include the sale or offering for sale of miscellaneous used items commonly associated with residential use.

Regulations:

- (a) Permits are not required for Garage or Estate Sales.
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- (e) Not more than 2 sales shall be held within 30 days of one another.

SECTION 2. Savings Clause. If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

SECTION 3. Severability. If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

SECTION 4. This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk



# City of Marshfield Memorandum

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TO: Mayor Meyer and Common Council Members  
FROM: Jason Angell, Director of Planning & Economic Development  
DATE: October 28, 2014

RE: Library & Community Center Project – Phase IV Architecture

## **Background**

On August 10, 2011 the City of Marshfield entered into a contract with Zimmermann Architectural Studios, Inc. for design and architectural services related to the Library & Community Center Project.

The contract is broken into 4 phases: Pre Planning Phase, Schematic Design, Design Development and Construction Design and Bidding. The contract with Zimmerman calls for Common Council authorization to proceed before moving from one phase to the next.

## **Analysis**

Zimmermann Architectural Studios, Inc. completed phase 3 (Design Development) just prior to the capital campaign kicking off (approximately a year ago). The drawings that were produced were a key element in allowing our co-chairs and other volunteers to be successful with their fundraising efforts.

With the capital campaign having reached its fundraising goal of \$4,000,000 to begin Phase 1 of the project, we are asking the Council for the approval to proceed with Phase IV of the architectural contract. The cost for Phase IV of the contract is \$151,200. However there is no additional cost to the City as the money for this portion of the contract has already been secured through previously approved borrowings in 2013.

## **Staff Recommendation**

Authorize Zimmermann Architectural Studios, Inc. to move forward with Phase IV of the architectural services related to the Library & Community Center Project – preparing final construction and bidding documents.

Concurrence:

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Steve Barg, City Administrator

# AIA<sup>®</sup> Document B151<sup>™</sup> - 1997

## *Abbreviated Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Tenth day of August in the year Two Thousand and Eleven

**BETWEEN** the Architect's client identified as the Owner:

City of Marshfield  
630 S. Central Avenue  
Marshfield, WI 54449

and the Architect:

Zimmerman Architectural Studios, Inc.  
2122 W. Mt Vernon Avenue  
Milwaukee, Wisconsin 53233

For the following Project:

Architectural and Engineering design of the new Marshfield Public Library , the renovation of the existing Library into the new Marshfield Community Center and the “connecting link” that ties the buildings together.

The Owner and Architect agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401



©1997 AIA®

AIA DOCUMENT B151-1997

ABBREVIATED OWNER-ARCHITECT AGREEMENT

The American Institute of Architects  
1735 New York Avenue, N.W.  
Washington, D.C 20006-5292

## **ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

**1.1** The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

**1.2** The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner. Architect shall not proceed from one phase to the next without prior written approval of the Owner.

**1.3** The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

Doug Barnes, AIA – Principal, Architect Manager

## **ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES**

### **2.1 DEFINITION**

The Architect's Basic Services consist of those described in Sections 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

### **2.2 PRE DESIGN PLANNING**

**2.2.1** The Architect with the assistance of the Owner, shall develop a building program for both the Library and the Community Center

**2.2.2** The Architect shall gather all required information regarding zoning restrictions.

**2.2.3** As part of the Architect's services, they shall engage a consultant to complete a Phase One Environmental Study.

**2.2.4** As part of the Architects services, they shall engage consultants to complete a topographical survey, and geotechnical analysis.

**2.2.5** The Architect Shall develop a preliminary schedule and budget.

### **2.3 SCHEMATIC DESIGN,**

**2.3.1** The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.

**2.3.2** The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Section 5.2.1.

**2.3.3** The Architect shall develop a minimum of three conceptual designs.

**2.3.4** Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

**2.3.5** The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques

## **2.4 DESIGN DEVELOPMENT**

**2.4.1** Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

**2.4.2** The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.

## **2.5 CONSTRUCTION DOCUMENTS PHASE**

**2.5.1** Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

**2.5.2** The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

**2.5.3** The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

**2.5.4** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

## **2.6 BIDDING OR NEGOTIATION PHASE**

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.

## **2.7 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

**2.7.1** The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

**2.7.2** The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

**2.7.3** Duties, responsibilities and limitations of authority of the Architect under this Section 2.7 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

**2.7.4** The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

**2.7.5** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**2.7.6** The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

**2.7.7** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

### **2.7.9 CERTIFICATES FOR PAYMENT**

**2.7.9.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

**2.7.9.2** The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.7.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

**2.7.9.3** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**2.7.10** The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall notify the Owner of the request for inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Owner shall provide in writing the authorization to proceed with requested testing. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

**2.7.11** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**2.7.12** If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

**2.7.13** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Sections 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

**2.7.14** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**2.7.15** The Architect shall interpret and decide matters concerning performance of the Contractor under, and requirements of, the Contract Documents only upon the written request of the Owner. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**2.7.16** Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The architect shall not be liable for results of interpretations or decisions so rendered in good faith.

**2.7.17** The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**2.7.18** The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Section 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

## **ARTICLE 3 ADDITIONAL SERVICES**

### **3.1 GENERAL**

**3.1.1** The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Sections 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Section 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Section 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

### **3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**3.2.1** If more extensive representation at the site than is described in Section 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

**3.2.2** Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

**3.2.3** Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

### **3.3 CONTINGENT ADDITIONAL SERVICES**

**3.3.1** Making revisions in drawings, specifications or other documents when such revisions are:

- .1** inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;

**3.3.2** Providing services required because of significant changes in the Project including, but not limited to, size, quality, or complexity

**3.3.3** Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

**3.3.4** Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of the Contractor under the Contract for Construction.

**3.3.5** Providing services in connection with a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

**3.4 OPTIONAL ADDITIONAL SERVICES** (items are an additional service to the contract, not to be undertaken by the Architect without written authorization from the Owner.)

**3.4.1** Providing financial feasibility or other special studies.

**3.4.2** Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.

**3.4.3** Providing analyses of owning and operating costs.

**3.4.4** Providing services for rental spaces.

**3.4.5** Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.

**3.4.6** Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.

**3.4.7** Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services. See section 12 for itemization of basic services.

**3.4.8** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

**4.1** The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

**4.2** The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

Ms. Lori Belongia, Library Director

**4.3** The Owner shall furnish to the architect, any surveys that have been completed in the past. If additional surveys are needed, the architect will contract for one to be completed, as part of their services outlined in article 12.

**4.4** The Owner shall furnish tests and inspections for hazardous materials; required by law or the Contract Documents.

4.5 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests.

4.6 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

## **ARTICLE 5 CONSTRUCTION COST**

### **5.1 DEFINITION**

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

### **5.2 RESPONSIBILITY FOR CONSTRUCTION COST**

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Section 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

5.2.5 If the Owner chooses to proceed under Section 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Section 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

## **ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE**

**6.1** Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

**6.2** Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive, license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

**6.3** Except for the licenses granted in Section 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the appropriate to and for use in their execution of the Work by license granted in Section 6.2. Submission or distribution of to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**6.4** Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

## **ARTICLE 7 DISPUTE RESOLUTION**

### **7.1 MEDIATION**

**7.1.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

**7.1.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

**7.1.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

## **7.2 ARBITRATION**

**7.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Section 7.1.

**7.2.2** Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

**7.2.3** A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

**7.2.4** No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**7.2.5** Either party shall have the right to initiate legal proceedings in a court of competent jurisdiction following mediation and arbitration pursuant to Sections 7.2 and 7.3 respectively. Venue shall be Wood County, Wisconsin.

## **7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES**

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

## **ARTICLE 8 TERMINATION OR SUSPENSION**

**8.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**8.2** If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**8.3** If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than thirty (30) days' written notice.

**8.4** This Agreement may be terminated by either party upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**8.5** This Agreement may be terminated by the Owner upon not less than thirty (30) days' written notice to the Architect for the Owner's convenience and without cause.

**8.6** In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 8.7.

## **ARTICLE 9 MISCELLANEOUS PROVISIONS**

**9.1** This Agreement shall be governed by the law of the State of Wisconsin.

**9.2** Unless the context of this agreement indicates otherwise, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

**9.3** Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

**9.4** To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

**9.5** The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

**9.6** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect. Refer to Article 12 for the list of basic services.

**9.7** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

**9.8** Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

**9.9** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

**9.10** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

**ARTICLE 10 PAYMENTS TO THE ARCHITECT**

**10.1 DIRECT PERSONNEL EXPENSE**

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

**10.2 REIMBURSABLE EXPENSES**

**10.2.1** Reimbursable Expenses are itemized in ARTICLE 12 and are included in the architects fee.

**10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

**10.3.1** Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Section 11.1.1.

**10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.

**10.5 PAYMENTS WITHHELD**

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

**10.6 ARCHITECT'S ACCOUNTING RECORDS**

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

**ARTICLE 11 BASIS OF COMPENSATION**

The Owner shall compensate the Architect as follows:

**11.1 BASIC COMPENSATION**

**11.1.1** For Basic Services, as described in Article 2, and any other services included in Article 12 shall be computed as follows:

The Architect shall be compensated, upon the receipt of monthly statements, based on a fixed fee of \$336,000.

Pre Planning Phase	Ten Percent	(10%)	\$33,600
Schematic Design Phase	Fifteen Percent	(15%)	\$50,400
Design Development	Thirty Percent	(30%)	\$100,800
Construction Document Phase	Forty Percent	(40%)	\$134,400
Bidding Phase	Five Percent	(5%)	\$16,800
	100%		\$336,000

Construction Phase Services to be negotiated as project schedule becomes more defined.

**11.3 COMPENSATION FOR ADDITIONAL SERVICES**

**11.3.1** For Project Representation Beyond Basic Services, as described in Section 3.2, compensation shall be based on Employees Time per the Architect's Standard Billing Rate Categories provided in the RFP.

**11.3.2** For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Section 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed based on Employees Time per the Architect's Standard Billing Rate Categories provided in the RFP.

**11.3.3** For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Section 3.4.19 or identified in Article 12 as part of Additional Services the amounts billed to the Architect for such services.

#### **11.4 REIMBURSABLE EXPENSES**

For Reimbursable Expenses, as described in Section 10.2, and any other items included in Article 12 as Reimbursable Expenses, the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project.

#### **11.5 ADDITIONAL PROVISIONS**

**11.5.1** Payments are due and payable Sixty (60) days from the date of the Architect's invoice. Amounts unpaid, Sixty (60) days after the invoice date, shall bear the prevailing legal rate from time to time at the principal place of business of the Architect.

**11.5.3** The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

### **ARTICLE 12 OTHER CONDITIONS OR SERVICES**

12.1 Basic Services are as follows:

- Programming
- AS-Built Verification
- Site & Building Master Planning and Design
- Cost Estimation
- Meetings and Presentations
- LEED Documentation for a "Certified" Level Award
- Civil Engineering
- Architectural Design & Documentation
- Life Cycle Cost Analysis of Major Systems
- Building Envelope Analysis
- Interior Design and Documentation
- Structural Engineering
- HVAC Engineering
- Plumbing & Fire Protection Engineering
- Electrical Engineering
- Data & TeleCommunication Design and Engineering
- Assistance with State and Municipal Approvals
- Bidding and Contractor Selection Assistance

12.2 Reimbursable Costs included in Fee (\$21,500)

- Lodging
- Travel
- Printing – Both large format and construction / bidding documents
- Postage
- Photo-Realistic renderings

12.3 Owner Direct Expenses included in Fee (\$19,500)

- Phase One Environmental Assessment
- Topographic Survey
- Geotechnical Analysis / Soil Borings
- Stormwater Management Plan
- DNR Permit

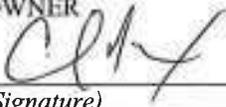
12.4 Architectural Compensation Calculation

Fee based on a \$7,500,000 Construction Project	\$295,000	
Reimbursable Expenses Added to Fee		\$21,500
Direct Owner Expenses Added to Fee		<u>\$19,500</u>
Total Fee		\$336,000

- 12.5 The Construction Phase fee is not included in the Base Fee and will be negotiated prior to the start of construction.
- 12.6 Copies of documents prepared by the Architect or Architect's consultant that may be relied upon by Owner, are limited to the printed copies (hard copies) that are signed and sealed by Architect or Architect's consultant. Files of text, data, graphics or other types on electronic media that are furnished by the Architect to Owner are only for convenience of the Owner. Any document, whether printed hard copy or electronic media, may be used by the Owner for display on the City Website, or in other public places for feedback and awareness of the project. Any conclusions or information obtained or derived from such electronic files will be at the users sole risk and liability.
- 12.7 Changes or additions to the project during design or construction may occur as information becomes available. Therefore, when these changes are recognized in sufficient time such that the Owner only incurs the cost of construction, these changes shall not be considered errors or omissions and the Architect shall not be responsible for the construction cost of these changes or additions. The Architect will be responsible for the cost of the contractor's mark-up in these cases.

This Agreement entered into as of the day and year first written above.

OWNER



(Signature)

**Chris Meyer**  
**Marshfield Mayor**

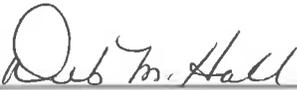
(Printed name and title)



(Signature)

**Keith Strey**  
**Marshfield Finance Director**

(Printed name and title)



(Signature)

**Deb. M. Hall**  
**Marshfield City Clerk**

(Printed name and title)

City of Marshfield

ARCHITECT



(Signature)

**Douglas Barnes, AIA,**  
**Vice President, Principal**

(Printed name and title)

Zimmerman Architectural Studios, Inc.



# City of Marshfield Memorandum

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TO: Mayor Meyer and Common Council Members  
FROM: Jason Angell, Director of Planning & Economic Development  
DATE: October 28, 2014

RE: Library & Community Center Project – Request For Proposal (RFP)  
Construction Manager Services

## **Background**

At the April 14, 2014 Board of Public Works meeting, the body reviewed how best to manage the construction of the Library & Community Center Project to assure the City is properly represented. Staff presented the differences between a general contractor and construction manager.

After weighing the two options and considering the “pros and cons” of the two approaches, the BPW voted 4 -1 to direct staff to prepare an RFP for Construction Manager Services related to the project.

## **Analysis**

The attached RFP has been prepared for Council’s review and consideration. In order for the City to have the best chance of maximizing their efforts in value engineering this project, a construction manager should be “on board” around the same time that Zimmermann Architectural Studios gets started with final building design. Page 5 of the RFP lays out the proposed schedule for conducting this process. Staff feels this is an appropriate timeframe that allows us to do a proper search to assure we are getting a quality contractor.

The proposed members of the Construction Manager Selection Committee are:

Mayor Meyer or his council designee  
Lori Belongia, Library Director  
Dan Knoeck, Director of Public Works  
Aaron Staab, Citizen Member  
Jason Angell, Director of Planning & Economic Development

## **Staff Recommendation**

Approve the RFP as presented and authorize staff to begin the process to solicit proposals.

Concurrence:

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Steve Barg, City Administrator

**Request for Proposal  
for  
Construction Manager Services  
for  
Construction of the  
Library and Community Center  
Marshfield, Wisconsin**



**Issued:** October 29, 2014

**Proposals Due:** November 17, 2014  
4:00 P.M. Local Time

**Contact Person:** Jason Angell, Director of Planning & Economic Development  
City of Marshfield  
630 S. Central Ave.  
Marshfield, Wisconsin 54449  
(715) 486-2074

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## I. Scope of Consultant's Work

The City of Marshfield (City) is requesting proposals from Construction Management firms interested in providing professional construction management services for the construction of our new Library and Community Center project. The Construction Manager (CM) is viewed as part of the design team. The design and build of this facility will be done on a team based approach. This project is funded by public and private contributions. The City has pledged \$3M to the project with the remaining \$4M coming from private donations/grants. Zimmerman Architectural Studios, Inc (Zimmerman) have been retained as the Architectural/Engineering Firm (A/E) and have been working with the City since 2011 on planning for and designing this particular project. The City has an interest in CM participation throughout the design and construction phases and is interested in reviewing your firm's proposal for a CM, who is **Not Allowed** to self-perform work, throughout the process. The City anticipates construction documents completed by mid-April, 2015.

City Design Team will participate in the management of design and design reviews with the A/E. The CM would be expected to participate in these meetings as part of the team based approach. The City will require of the A/E and CM a minimum of three (3) design reviews, constructability reviews and value engineering in the Design and Construction Document phase. The A/E shall chair regular design team meetings, at the Marshfield City Hall, 630 S. Central Ave, Marshfield, Wisconsin and issue minutes of those meetings.

## II. Proposal Submittal

This Request For Proposal (RFP) describes the selection process and the documentation required for submitting proposals for this project. Any firm failing to submit their proposal in accordance with the procedures set forth in the RFP may be considered non-responsive.

The selection of the consultants for these services will proceed in the following manner:

- Proposals shall be received by the City no later than 4:00 p.m. central time on November 17, 2014.
- CM's are requested to submit the proposal in two parts, as described in this request. Proposals will be evaluated based on their Technical Proposal and Cost Proposal.
- An evaluation by the Construction Manager Selection Committee (Committee) will follow and a short-list of qualified firms will be requested to interview.
- In order to select the most qualified firm, interviews will be conducted with the short-listed firms in accordance with a schedule to be determined by the Committee.

**Project site visit could be arranged for interested firms.** Firms interested in visiting the site should contact the Library Director on or before November 10<sup>th</sup> to reserve a date and time. Please have one member of your company confirm the visit by contacting Lori Belongia, Library Director to set up an appointment at (715) 387-8494 Ext. 214, or [lbelongia@marshfieldlibrary.org](mailto:lbelongia@marshfieldlibrary.org)

All proposals shall be submitted at the dates and times indicated herein to:

Address: Jason Angell, Director of Planning & Economic Development  
City of Marshfield  
630 S. Central Ave.  
Marshfield, WI 54449

Any questions or requests for clarification regarding this RFP during the submittal preparation period must be addressed to the above.

To assure all inquiries are properly addressed, email communications are strongly encouraged.

### **III. Project Background**

The City has approved funding for the design and construction of this project, with construction beginning in the second half of 2015. The CM will be selected by the City for this project. The Architect will cooperate with the CM in bidding and any phasing of the project required to maintain the schedule. Although this project is not anticipated to achieve a certain level of LEED certification, the City is asking that sustainable options be considered and selected when financially practical.

This RFP provides the prospective CM with information to enable preparation of a proposal to provide services needed to assist in the design and construction. Services for this project will include but not be limited to:

#### **Section A – Design Phase Services**

- Establish Construction Schedule
- Value Engineering
- Contract Document/Specification Coordination
- Attend Meetings as Necessary to Execute Services
- Identification of “Early Phase” Items.

#### **Section B – Bid Phase Services**

- Assist with Identification of Vendor Services
- Coordinate and Obtain Bids for “Early Phase” Items
- Prepare and issue appropriate number of bid packages in conformance with the contract documents.

#### **Section C – Construction Phase, Start-up, Occupancy and Warranty Plan Services**

### **IV. Project Information**

This project consists of 4 key components that will all occur on the same site.

- #1 – Construction of a new 35,000 Gross SQ FT Library (two stories)
- #2 – Construction of a new 2,000 Gross SQ FT Connector/Link (single story). This space will connect the two uses together with a “lobby style” entrance.
- #3 – Renovation of the existing 36,112 Gross SQ FT Library into the new Community Center (single story).
- #4 – Demolition of the existing 6,476 SQ FT Senior Community Center (slab on grade, single story).

Site approximately 3.3 acres

The existing Library and Senior Community Center are located on the site and will remain in operation throughout the construction, of the new library and connector piece.

To assist with fundraising efforts, this project is currently proposed to occur in 2 phases. Phase I will cover all costs associated with the construction of the new library, connector piece and renovations to the current library building to allow the Community Center to become fully functional. These costs include design, construction, renovation, moving, furniture fixtures, and equipment and technology (land has already been acquired). Phase II will provide additional enhancements to the Community Center and will be delivered based upon the success of the current and/or future capital campaign efforts

Proposals should be based upon the assumption that only the \$7M Phase I will be completed at this time. Should fundraising efforts allow the City to proceed with Phase II improvements while under contract with a CM, the City may enter into negotiations with the firm to amend the contract to include professional services as they relate to Phase II.

**V. Selection Process**

**A. Schedule**

SCHEDULE	
Date	Selection Process
October 29, 2014	Advertisement for Request for Proposals Published.
As Required	Voluntary Site Visit
November 17, 2014	Proposal due at: 4:00 p.m. local time
November 20, 2014	Short-listed firms will be notified
November 25, 2014	Interviews
December 1, 2014	Recommendation of Committee to the Board of Public Works at special meeting
December 9, 2014	City of Marshfield Common Council final approval.

**B. Method of Selection**

1. An initial screening of the proposals will be conducted to establish a short-list of qualified CM’s. The short-list will be provided in alphabetical order without any ranking whatsoever.
2. Interviews with the short-listed Construction Management firms will be conducted for the purpose of determining which of the Construction Management firms is the most highly qualified for the project. The Committee will determine an interview schedule and notify the short-listed Construction Management firms of the same.

Key personnel from proposing teams to be assigned to the project are required to be present at the interview. As part of the interview process, both the short-listed firms and their key personnel shall meet the selection criteria set out below.

In addition to the material included in the RFP and information which may be requested by the committee, the short-listed firms shall be prepared to discuss the following in the interview: the CM’s experiences in construction management for local units of government, the firm’s past record for disputes, claims, litigation and terminations, resulting out of professional services over the last ten years, and the firm’s approach to management of the project based on their understanding of the contract.

3. Following completion of the interviews, the Committee will determine which firm is the most qualified to provide the services required for the proposed project based on the pre-established criteria. The Committee will then make a recommendation to the City’s Board of Public Works and then ultimately the City’s Common Council. Upon approval of the City of Marshfield’s Common Council a contract will be signed with the successful Construction Management firm.

4. The following selection criteria will be the basis for CM selection:
- (a) Professional qualification necessary for satisfactory performance of required services;
  - (b) Demonstrated expertise on recent projects of this magnitude and complexity;
  - (c) Specialized experience and technical competence in sustainable practices and, to a lesser degree LEED;
  - (d) Knowledge of the general geographical area of the project;
  - (e) Capacity to accomplish the work in the required time;
  - (f) Past performance on contracts in terms of cost control, quality of work and compliance with performance schedules;
  - (g) Fee structure / value

**C. Notifications**

The Committee will provide timely notifications of the following actions to firms responding to the RFP as follows:

- 1. Selection of short-listed CM's or interviews;
- 2. CM's not short-listed;
- 3. Selection of recommended CM by the RFP Committee;
- 4. City of Marshfield Board of Public Works approval; and
- 5. City of Marshfield Common Council approval.

**D. City of Marshfield Right to Reject Fee Proposal**

The City reserves the right to reject any and all proposals and re-advertise for CM's at any time prior to the Common Council's approval of the recommended CM and the negotiated agreement. All costs incurred in the preparation of the RFP process shall be borne by the proposing CM's. Proposals submitted in response to this RFP shall become the property of the City and be considered public documents under applicable laws.

**E. Procedure Requirements**

Any CM's failing to submit information in accordance with the procedures set forth herein may be considered non-responsive.

**VI. Submittal Requirements**

**A.** The submittal requirements shall be as follows for the CM:

- 1. The proposing CM shall submit six (6) copies of their proposal for the project.
- 2. The submittal shall be limited to a maximum of thirty (30) pages (8 ½" x 11"), single sided, not smaller than 12 point type.
- 3. The cover letter, table of contents, and tabs do not count toward the page limits.
- 4. In preparing the proposal, the proposing CM shall clearly identify the individual(s) who will be responsible for the referenced project. If the individual(s) are/is representing their previous experience while employed at another firm, the firm of record for the project and the individual's role shall be clearly identified.
- 5. Provide the following information in your submittal:

1. Company Profile
  - (a) Identification of the firm submitting the proposal, telephone number, and date the firm was established.
  - (b) Give a corporate overview of your firm including location(s), firm history, and number of employees.
  - (c) Describe your experience and track record with the architect of record, Zimmerman.
  - (d) Describe your corporate sustainable initiatives, citing specific examples, including any LEED certification initiatives of your facilities.
  - (e) Describe your company's sustainable capabilities in terms of LEED Accredited Professionals, including project executives, project managers, estimators and superintendents. Include resumes of key staff you anticipate using on this project.
  - (f) Describe your teaming philosophy with A/E's and how your firm collaborates with the design team model.
  - (g) Include a description of your quality control processes for reviewing "biddability" and "constructability" in reducing potential change orders.
  
2. Project Approach
  - (a) Describe your approach to cost estimating and material value analysis / life cycle costing.
  - (b) Identify your firm's ability to get multiple qualified and competitive trade contractor bids on this project, while giving local contractors every reasonable opportunity to participate.
  - (c) Describe and/or list services you would be providing during the design and construction phase of this project.
  - (d) Define and list how many bid categories and bid phases you estimate for this project.
  - (e) Describe your approach to on-site construction supervision.
  - (f) Describe your approach/experience with soliciting in-kind contributions to past projects.
  - (h) Any other information that you view as appropriate to this proposal.
  
3. Past Performance

List a maximum of five (5) recent projects which are projects which most closely relate to the CM's proposal for this Project indicating;

  - Owner Contact Information (phone and email address);
  - Project construction budget, pre-bid & post-bid;
  - Final project cost;
  - Year of award;
  - Variance with the construction budget expressed in a percentage (plus or minus). If a joint venture, or other form of association, provide the information for each member firm on separate charts. Information pertaining to experience as a prime consultant, sub consultant, or individual is acceptable if properly noted.

**This information shall be in the following format (Length as required):**

Project	Location	Construction Budget	Bid Award Amount	Final Construct. Amount	Year of Bid	Variance pre-bid vs. Final Cost (%)	Project Role
Project A	City, State	\$12,220,000	\$11,125,000	\$11,900,000	2004	-2.5%	CM
Project B	City, State	\$7,800,000	\$8,200,00	\$8,200,000	2005	+5.1%	CM

4. References

**Provide the client name, address, client’s project representative, email and telephone number** for the firm’s three (3) most recent projects that most closely relate to the firm’s proposal for this project. If a joint venture or other form of association, provide reference information for each member firm.

5. Availability and Capacity

Briefly discuss the availability of all key personnel for the scheduled time frame of the proposed project.

6. Compensation and Contributions (2 separate envelopes)

(a) **Provide one copy in a separate sealed envelope labeled on the outside with the firms name and “Compensation for Services”.**

The City intends to use the AIA Standard Form of Agreement Between Owner and Construction Manager, Where the Construction Manager is Not a Constructor, AIA Document B801/CMA. Please enclose your fee structure per this document including reimbursable expenses, General Condition items and any proposed supplemental conditions.

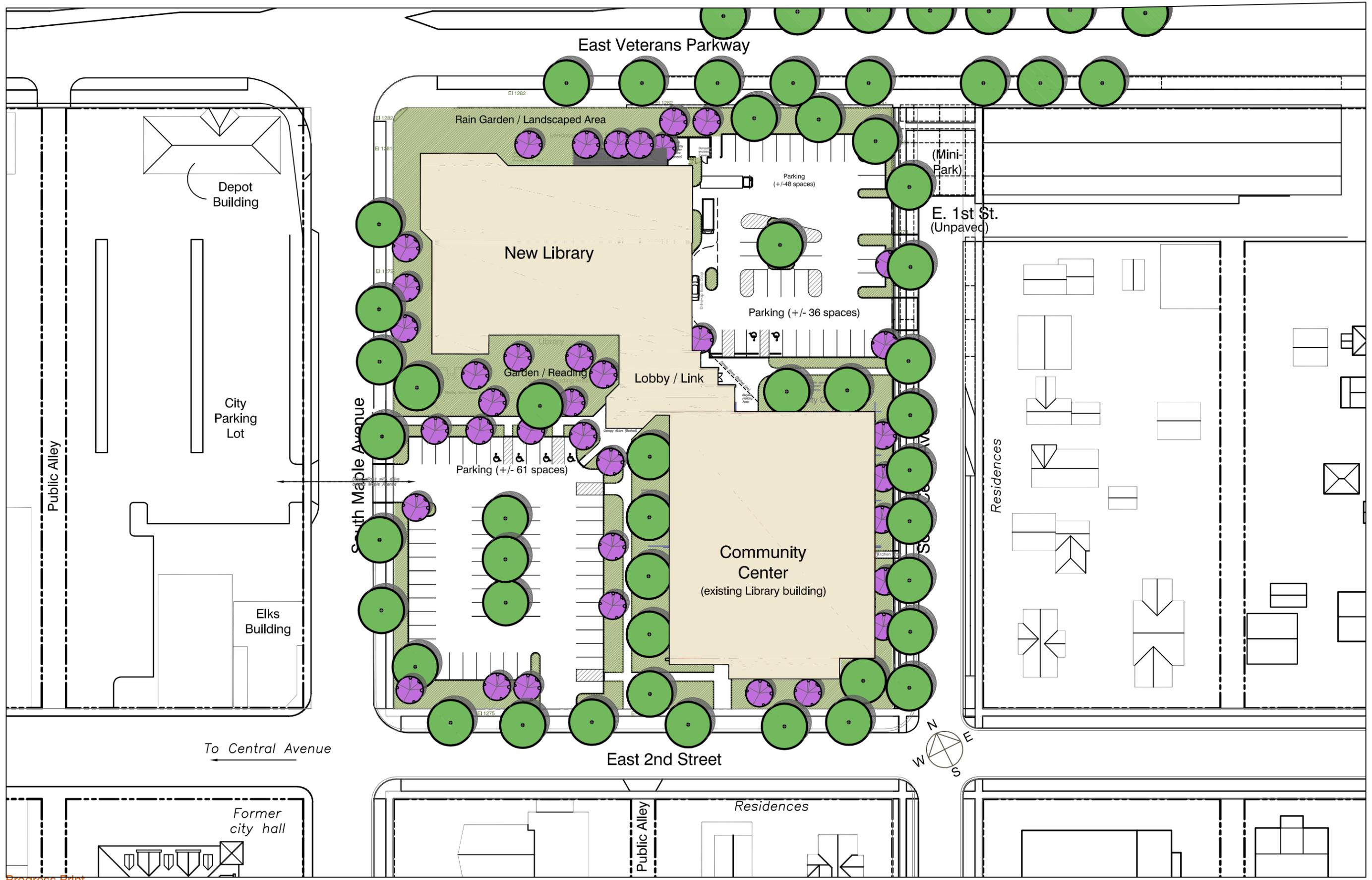
(b) **Provide one copy in a separate sealed envelope labeled on the outside with the firms name and “Contribution/In-Kind Services.”**

As this project is being constructed with the use of both public and private contributions, we continue to seek donations to help deliver the best product for the community. The Capital Campaign Committee for this project has requested that all parties currently associated with this project and all future parties consider making a contribution to the project (in-kind or cash). On company letter head, please provide a written indication of any contribution you wish to make to this project and in what form. *\*\*Only the selected firm will be required to honor their pledge\*\**

**Attachments:**

- **Conceptual Site Plan**
- **Schematic Floor Plans - Not a design plan**
- **Conceptual Elevations – Not a design plan**

End of Request for Proposal

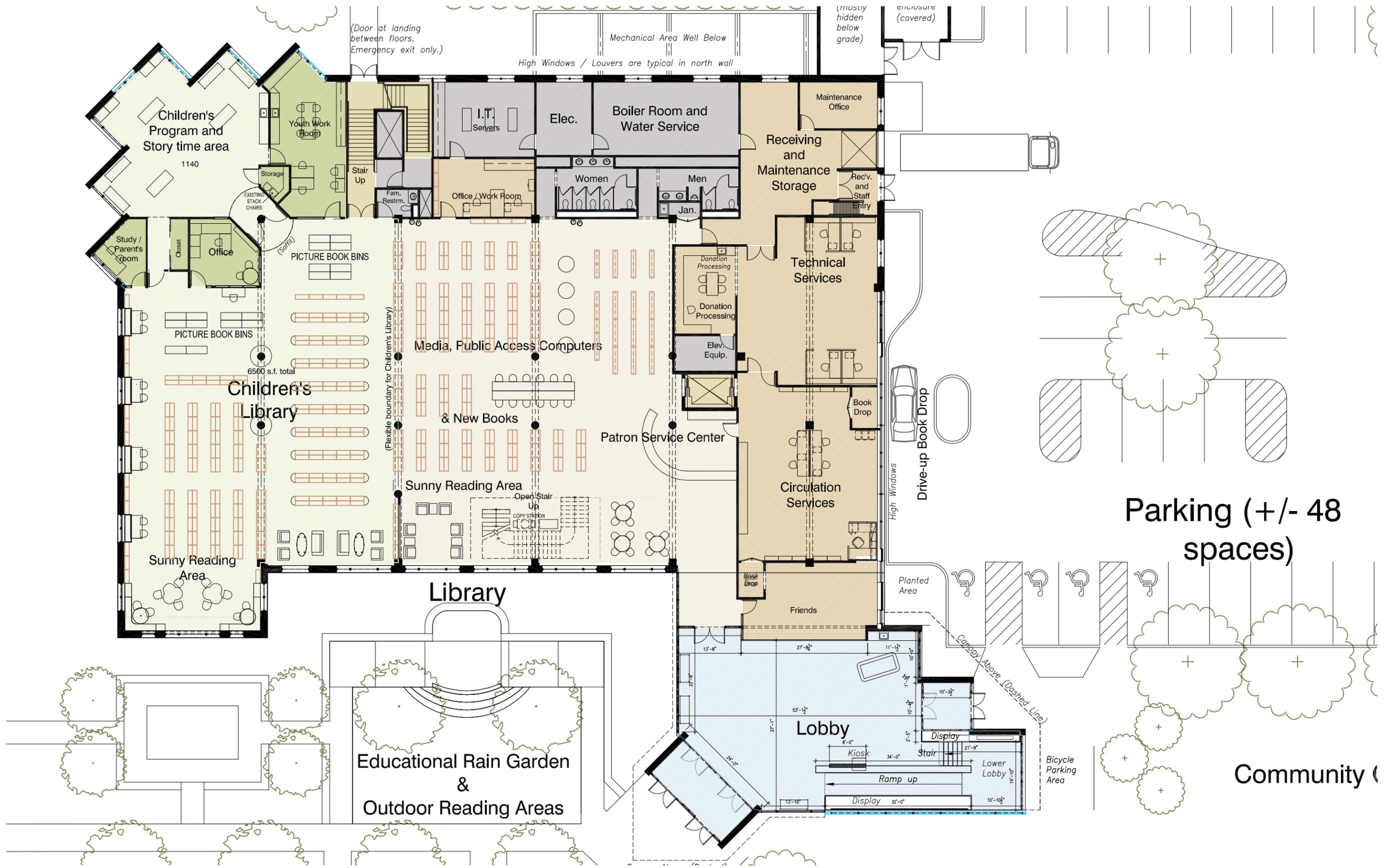


Progress Print

Concept Site Plan

Marshfield Public Library  
and Community Center  
Marshfield, Wisconsin

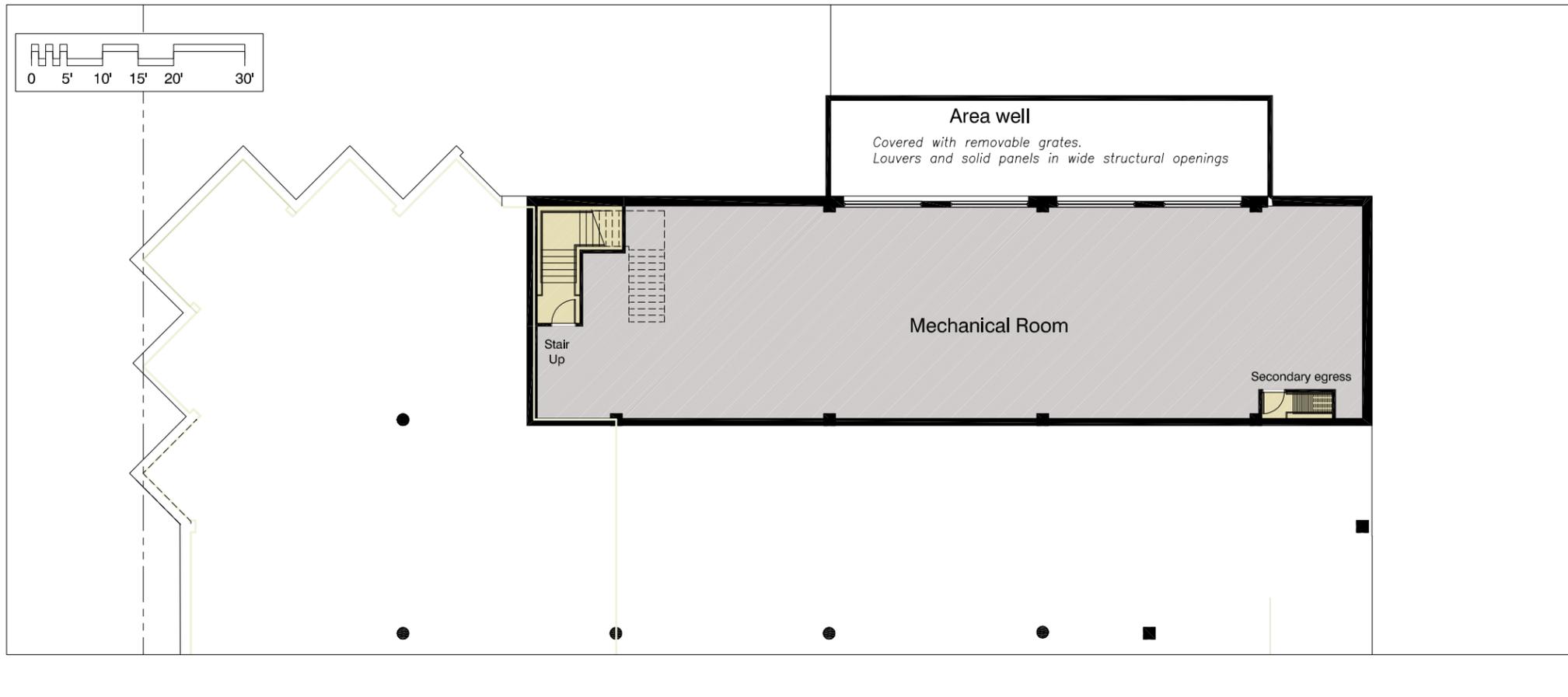




First Floor Plan  
Library

110077.00 | printed Sept.24, 2014 | Scale: 1/20" = 1'-0" @ 11x17

Marshfield Public Library  
and Community Center  
Marshfield, Wisconsin









Progress Print

Concept views from the East (top, left)  
and Southwest of project model

110077.00 | printed Sept.24, 2014 | no scale

Marshfield Public Library  
and Community Center  
Marshfield, Wisconsin

**zimmerman**  
ARCHITECTURAL STUDIOS, INC.

2122 West Mount Vernon Avenue | Milwaukee, WI 53233 | zastudios.com



Progress Print

REDgraphx © 2014

View from the West  
Proposed Library

110077.00 | printed Sept.24, 2014 | no scale

Marshfield Public Library  
and Community Center  
Marshfield, Wisconsin

**zimmerman**  
ARCHITECTURAL STUDIOS, INC.

2122 West Mount Vernon Avenue | Milwaukee, WI 53233 | zastudios.com

514 East Fourth Street  
Marshfield, WI 54449  
PHONE (715) 486-2094  
FAX (715) 384-8868  
Email: mfrd@ci.marshfield.wi.us



Robert P. Haight III  
Fire Chief

## FIRE & RESCUE DEPARTMENT

---

### MEMORANDUM

**TO:** Finance, Budget, and Personnel Committee Members

**FROM:** Robert P. Haight III, Fire Chief

A handwritten signature in black ink that reads "Robert Haight III".

**DATE:** October 3, 2014

**SUBJECT:** Budget Resolution 25 -2014

### Background

The Marshfield Fire & Rescue entered into a contract with the State of Wisconsin as a Type 3 HazMat team in conjunction with Wisconsin Rapids Fire Department. We had previously purchased PEAC-WMD software and need further training to gain full advantage of all that this program is capable of.

### Analysis

This software is capable of providing information on chemicals, vapor clouds, protective equipment and preplanning of possible hazardous scenarios at locations within our response area. This software is very useful for incidents within the City of Marshfield as well as any incidents we would encounter throughout the state. We currently receive \$8,313.00 per year to provide this service and this expenditure falls within the guidelines for use of this equipment. The cost of supplying this training would be \$3,000.00 for the training itself and an additional \$1,878.32 for the overtime that will be incurred.

### Summary/Recommendation

This training will allow expanded use of our PEAC –WMD software. I would recommend the approval of Budget Resolution 25-2014 in the amount of \$4,878.32.

Concurrence:

A handwritten signature in black ink that reads "Steve Barg".

---

Steve Barg, City Administrator

A handwritten signature in black ink that reads "Keith R. Strey".

---

Keith Strey, Finance Director

BUDGET RESOLUTION NO. 25-2014

A resolution changing the 2014 budget of the City of Marshfield, Wisconsin.

BE IT RESOLVED by the COMMON COUNCIL of the CITY OF MARSHFIELD as follows:

1. That the sum of \$4,878 is hereby transferred from State of WI HazMat Contract General Fund Revenues, a/c # 1014300021.210000 to the General Fund Fire Protection Budget, a/c # 1015221021.210000.
2. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED \_\_\_\_\_  
\_\_\_\_\_  
Mayor

APPROVED \_\_\_\_\_  
\_\_\_\_\_  
Attest – City Clerk

PUBLISHED \_\_\_\_\_

DETAIL OF BUDGET RESOLUTION NO. 25-2014 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund Intergovernmental Revenues, a/c# 1014300021.210000:

1. 43529 – State Grants, Other Public Safety	\$	4,878
--	----	-------

TRANSFERRED TO:

General Fund, Fire Protection, a/c# 1015221021.210000:

1. 51000 (Series) – Permanent Employee Wages/Benefits	\$	1,878
2. 53330 – Travel / Staff		3,000

\* \* \* \* \*



City of  
Marshfield  
Memorandum

---

TO: Finance, Budget and Personnel Committee  
FROM: Lara Baehr, Human Resources Manager  
DATE: October 20, 2014  
RE: Payroll Resolution No. 2014-61

**BACKGROUND**

Payroll Resolution No. 2014-61 Detail lists the proposed pay rates for 2014 with recommended changes shaded (Please note only one change) effective as of October 28, 2014. The position of early morning Lifeguard has always been a challenge to fill due to the limited amount of hours of work each time and the early morning shift work starting at 5:45 a.m. 7:45 a.m. The position works three mornings a week. At this time the City does have a Lifeguard filling this position however they have said that it isn't worth their time unless they would be paid \$9.75 an hour (a \$1 per hour increase). The position of Lifeguard is one that requires annual recertification (two day class). If the Lifeguard were to resign the City would again try to recruit. In the meantime the City would likely need to cancel the early swim program.

This is not a request for additional funding. All staff expenditures will remain within the 2014 budget requests.

The Marshfield Temporary/Seasonal Pay Classification Plan Guidelines lists guidelines for Payroll Resolution No. 2014-61. There are no changes to the guidelines.

**RECOMMENDATION**

I recommend that the Finance, Budget and Personnel Committee approve Payroll Resolution No. 2014-61 which would set the pay range of seasonal early morning Lifeguard effective October 28, 2014 at \$9.75 an hour.

Attachments

Concurrence:

Steve Barg, City Administrator

**RESOLUTION NO. 2014-61  
PAYROLL RESOLUTION**

WHEREAS, the City of Marshfield offers a wide variety of recreational programs and services in the community on a year-long basis; and

WHEREAS, it is necessary to attract qualified employees to ensure that these programs and services can be offered.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Marshfield that the attached pay plan be adopted effective October 28, 2014 as specifically designated.

This resolution is recommended by the Finance, Budget and Personnel Committee.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

\_\_\_\_\_  
Deb M. Hall, City Clerk

**Marshfield Seasonal/Casual  
Payroll Resolution No. 2013-37 Detail  
Rates Effective 2/12/13**

	STEP A	STEP B	STEP C	STEP D	STEP E
<b>LEVEL I</b>	\$7.25	\$7.40	\$7.65	\$7.80	*
Pool Attendant/Cashier					
Special Event Assistant					
<b>LEVEL II</b>	\$7.40	\$7.65	\$7.90	\$8.05	*
Program Instructor					
Ice Rink Supervisor					
Scorekeeper					
<b>LEVEL III</b>	\$7.75	\$8.00	\$8.25	\$8.50	*
Lifeguard/Headguard					
Facility Supervisor					
Youth Baseball Coach					
Early Morning Lifeguard	\$9.75				
<b>LEVEL IV</b>	\$8.75	\$9.25	\$9.75	\$10.25	*
Pool Manager					
Program Director					
<b>LEVEL V</b>	\$10.00	\$10.50	\$11.00	\$11.50	*
Program Coordinator					
<b>LEVEL VI</b>	\$11.00	\$12.00	\$13.00	\$13.50	***
Recreation Program Supervisor					
<b>ADULT OFFICIALS</b>					
Adult Basketball Scorekeeper 1 hour gm.	\$7.25	\$7.75	\$8.25	\$8.75	
Adult Basketball Supervisor 1 hour gm.	\$8.00	\$8.50	\$9.00	\$9.50	*
Adult Volleyball (1/ma) 45 min match	\$10.00	\$10.50	\$11.50	\$12.50	*
<b>YOUTH OFFICIALS</b>					
Baseball (1/gm)	\$8.00	\$8.50	\$9.00	\$9.50	***
Soccer Referee Non-Certified	\$8.00	\$8.50	\$9.00	\$9.50	
Soccer Referee Certified	\$10.00	\$10.50	\$11.00	\$11.50	
<b>PARKS AND RECREATION OFFICE OPERATIONS</b>					
Parks and Recreation Casual Temp I	\$8.25	\$8.50	\$8.75	\$9.00	\$10.00
<b>ZOO OPERATIONS</b>	0-480 hrs.	481-960 hrs.	961-1441 hrs.	1442 + hrs.	
Zoo Intern	\$7.75	\$8.25	\$8.50		
Zoo Attendant	\$7.50	\$7.75	\$8.00	\$8.25	
Zoo Attendant Weekend	\$7.75	\$8.00	\$8.50	\$8.75	
Zookeeper Assistant	\$8.55	\$9.00	\$9.50	\$10.00	**
Zoo Education Coordinator	\$12.50-\$15.00				
<b>PARK/STREET OPERATIONS</b>	0-480 hrs.	481-960 hrs.	961-1441 hrs.	1442 + hrs.	
Seasonal Parks Maintenance	\$8.00	\$8.50	\$9.00	\$9.50	**
Seasonal Street Maintenance					
Facility Maintenance					
Seasonal CDL Street Maintenance	\$12.50-\$15.00				
<b>CEMETERY OPERATIONS</b>					
Cemetery Laborer	\$7.43-\$9.02				
<b>INTERNS</b>	1st Summer	2nd Summer	3rd Summer		
Engineering Intern Level I (H.S.Student)	\$9.18	\$10.20	\$11.22		

**Marshfield Seasonal/Casual  
Payroll Resolution No. 2013-37 Detail  
Rates Effective 2/12/13**

Engineering/MW Intern Level II (Engineering Student - College)	\$11.22	\$12.24	\$13.26		
Engineering Intern Level III (Civil Engineering Student)	\$13.26	\$14.28	\$15.30		
Planning Interns	\$11.00	\$12.00			
Technology Interns	\$7.25-\$16.00				
<b>POLICE DEPARTMENT</b>	<b>1st Step</b>	<b>1040 hrs</b>	<b>2080 hrs</b>		
Park Patrol	\$8.72	\$9.81	\$10.06		
Transport Coordinator	\$15.00				
Transport Officers	\$12.00-\$15.00				
Parking Enforcement I	\$8.00-\$9.25				
	<b>1-4 years</b>	<b>5 + years</b>			
Crossing Guards	\$10.82	\$11.09			
<b>OFFICE OPERATIONS</b>	<b>(1st Step)</b>	<b>1040 hrs</b>	<b>2080 hrs</b>		
Casual Temporary Clerical I	\$9.36	\$10.40	\$10.92		
Casual Temporary Clerical II	\$10.72	\$11.79	\$12.86		
Weed Commissioner	\$1,200/annually				
<b>ELECTION WORKERS</b>					
Election Inspector	\$8.00				
Relief Workers	\$7.50				
Voter Registration Deputy	\$8.50				
Chief Election Inspector	\$18.19				
<b>*Level I, II, III, Adult Official's and Cemetery laborer rates increase by \$.25 each year for no more than a \$1.00 increase.</b>					
<b>**Park/Street Operations rates increase by \$.30 each year for no more than a \$1.50 increase.</b>					
<b>***Level V, VI, and Youth Official's rates increase by \$.50 each year for no more than a \$2.00 increase.</b>					

## **MARSHFIELD TEMPORARY/SEASONAL PAY CLASSIFICATION PLAN GUIDELINES**

1. Positions within the Department will be assigned to the first step within that pay level providing they do not have any previous experience in a like position.
2. An employee may receive an annual step increase above the first step for 1 year previous experience in a like position (beginning rate would be step B); a two-step increase for 3 years previous experience in a like position (beginning rate would be step C); a three step increase for 5 years previous experience in a like position (beginning rate would be step D). Previous experience is not restricted to work with the City of Marshfield.
3. Employees who transfer to positions in a higher pay level will be placed at the step which is closest to their current rate without resulting in a decrease in pay. Employees transferring to different position within the same level or in a lower level will generally be placed at step A if they have less than one full season of employment with the department and in Step B if they have one or more full seasons and have demonstrated the ability to adequately perform the duties of the new position.
4. All employees will receive a job evaluation at the end of each season.
  - a. The rates of pay for employees in Levels I, II, III, IV, V will be reviewed after each season for the addition or expiration of any certifications. All returning employees will be eligible for a step increase the following year given they worked a minimum of 60% of the season and received a positive evaluation.
  - b. Park Maintenance, Zoo Attendant, Fairground Facility Maintenance/Supervisor and Casual Temporary Clerical progression through the pay plan will be based on the number of hours worked and have received a positive evaluation.
5. Temporary/Seasonal employees will not be scheduled to work more than 599 hours in a calendar year. Exceptions to this must be approved by the respective Department Head.
6. Employees appointed on a temporary/seasonal basis shall not be eligible for any fringe benefits offered by the city, except for Social Security and Worker's Compensation.
7. Temporary/Seasonal employees will be subject to all rules and regulations of their respective departments and the general rules governing all city employees.
8. No seasonal employee may work overtime unless approved by their supervisor in advance. Overtime is defined as "time over 40 hours in a pay period from midnight Sunday through midnight Saturday."

9. Any requests to pay an employee at a rate not described herein, must be recommended by the department head and a request will be sent to the Finance, Budget and Personnel Committee and a final decision will be made by the Common Council.

#### **Parks and Recreation Temporary/Seasonal Employees Only**

1. Employees working in recreation programs are eligible for a step increase for each current certification held beyond the minimum requirements of the position. Accepted certifications for which an employee will receive a step increase are as follows:
  - a. All employees: First Aid & CPR
  - b. Aquatics: Lifeguard Training, water safety Instructor or Swim America Instructor, Lifeguard Training Instructor, water Safety Instructor Training, and adaptive Aquatics Certificate.
  - c. Officials: WIAA certification in relevant sport or ASA Certification for slow-pitch softball.
  - d. Instructors: N.Y.S.C.A., A.C.E.P. or other recognized certifications through professional associations.

The employee must provide proof of certification through the display of valid certification card. Increases for certification will only be given for those which pertain to the position of hire.

2. Head Lifeguards will be paid a premium of \$.25 more per hour over their current Lifeguard rate.
3. Officials and scorekeepers for adult athletic leagues who work alone will be paid time and a half.



# City of Marshfield Memorandum

---

**DATE:** October 24, 2014  
**TO:** Mayor Meyer & Common Council  
**FROM:** Steve Barg, City Administrator  
**RE:** Alternatives to contribute more City funds toward employee health insurance

## **BACKGROUND**

On October 14th, Council approved two health and vision plans recommended by staff. At that time, Council requested that staff look at options to minimize the impact of the health/vision insurance increases on our employees. The City's 2015 health insurance renewal with WEA Trust included an increase of 15.3% due to utilization and medical inflation, but the City has a 7% maximum rate increase cap with WEA Trust for 2015.

The first plan maintains overall premiums at a .1% increase with plan design changes. It bumps deductibles from \$500/\$1,000 to \$1,000/\$2,000, raises maximum out of pocket from \$1,125/\$2,250 to \$3,000/\$6,000, increases copays for urgent care and emergency room use, increases drug copays from \$0/\$5/\$20/\$40 with no out of pocket maximum to \$0/\$10/\$30/\$60, with an out of pocket maximum of \$2,000/\$4,000, and no longer covers items titled "enhanced DME" (not typically covered by health insurance plans anymore).

The Council also approved offering a voluntary plan that allows employees to "buy up" to a plan design very similar to the existing plan design with two changes. One change implements the Affordable Care Act (ACA) requirement of a maximum out of pocket on prescription drugs (currently there is none, but this creates a \$2,000/\$4,000 maximum out of pocket). The second change would increase overall maximum out of pocket from \$1,125/\$2,250 to \$2,500/\$5,000. The premium increase for this plan design is 6.1%.

## **ANALYSIS**

As noted earlier, the Council asked staff to develop options to provide relief to staff, and we would like to offer the following alternatives for your consideration:

- **Option 1:** Reduce employee premium share from 15% to 13% for one year. Total cost is \$52,558, with \$43,180 coming from the tax levy. This would be relatively easy to implement, but it would become a negative when the City adds it back for 2016, likely compounding the impact of another overall premium increase.

- **Option 2:** Slightly modify the 2 approved plan designs, with the City covering the cost difference. The City could contribute an extra \$47,117, stabilizing premiums for Option 2A and Option 1C from WEA's attached list of choices. But this doesn't offer much relief to our employees.
- **Option 3:** The first two options are specifically designed to minimize the impact on employees for the health insurance premium cost increases in 2015. But another alternative is to offer additional compensation through either an increase in wages (base-building) or a one-time payment, or a mix of both. There would be a variety of options for how this might be accomplished, and a lot of details to work out, but it's another idea that could be considered.

**RECOMMENDATION:**

Staff recommends that the Council approve Option #1, reducing the employee premium share of our health insurance premiums for 2015 from 15% to 13%, at an expected cost of \$52,558, with \$43,180 coming from the tax levy. And while staff is not recommending Option 3, we would highly recommend that the issue of increasing wages appropriately to keep up on our compensation plan be discussed at the Council's upcoming strategic planning meetings in early 2015.



**City of Marshfield  
Health Insurance Benefit Comparison**

Effective Date: 1/1/2015

Health Carrier	WEA Trust Current		WEA Trust Option 2		WEA Trust Option 2a		WEA Trust Option 1		WEA Trust Option 1a		WEA Trust Option 1b		WEA Trust Option 1c	
Insurance Type	Essential PPO													
Provider Network:	WEA													
Deductible	Single	Family												
In Network	\$500	\$1,000	\$500	\$1,000	\$500	\$1,000	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000
Out of Network	\$1,000	\$2,000	\$1,000	\$2,000	\$1,000	\$2,000	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$4,000	\$2,000	\$4,000
Co-Insurance														
In Network	90% after Deductible													
Out of Network	70% after Deductible													
Maximum Out-of-Pocket	Single	Family												
In Network	\$1,125	\$2,250	\$2,500	\$5,000	\$1,125	\$2,250	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000	\$3,000	\$6,000
Out of Network	\$2,875	\$5,750	\$5,000	\$10,000	\$2,875	\$5,750	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000	\$6,000	\$12,000
Office Visits	PCP	Specialist												
In Network	\$10	\$25	\$10	\$25	\$10	\$25	\$25	\$50	\$10	\$25	\$10	\$25	\$10	\$25
Out of Network	\$25	\$50	\$25	\$50	\$25	\$50	\$50	\$100	\$25	\$50	\$25	\$50	\$25	\$50
Routine/Preventive Care														
In Network	Select Services Covered in Full													
Out of Network	\$25 Copay, then Deduct & Coins													
Urgent Care														
In Network	\$25 Copay, then Deduct & Coins		\$25 Copay, then Deduct & Coins		\$25 Copay, then Deduct & Coins		\$75 Copay, then Deduct & Coins		\$50 Copay, then Deduct & Coins		\$50 Copay, then Deduct & Coins		\$75 Copay, then Deduct & Coins	
Out of Network	\$25 Copay, then Deduct & Coins		\$25 Copay, then Deduct & Coins		\$25 Copay, then Deduct & Coins		\$75 Copay, then Deduct & Coins		\$50 Copay, then Deduct & Coins		\$50 Copay, then Deduct & Coins		\$75 Copay, then Deduct & Coins	
Emergency Room														
	\$100 Copay, then Deduct & Coins		\$100 Copay, then Deduct & Coins		\$100 Copay, then Deduct & Coins		\$150 Copay, then Deduct & Coins		\$150 Copay, then Deduct & Coins		\$200 Copay, then Deduct & Coins		\$150 Copay, then Deduct & Coins	
Hospital Services														
In Network	90% after Deductible													
Out of Network	70% after Deductible													
Options Benefits														
Vision Benefit	Enhanced Vision No Cost Sharing													
Extraction/Replacement of Teeth	No Extraction Coverage													
Waiver of Premium	No													
Enhanced DME	Yes													
Prescription Drugs	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3	Value / Tier 1 / Tier 2 / Tier 3
In Network	\$0 / \$5 / \$20 / \$40	\$0 / \$5 / \$20 / \$40	\$2,000/\$4,000 Pharmacy Max OOP	\$0 / \$5 / \$20 / \$40	\$0 / \$5 / \$20 / \$40	\$2,000/\$4,000 Pharmacy Max OOP	\$0 / \$10 / \$30 / \$60	\$0 / \$10 / \$30 / \$60	\$2,000/\$4,000 Pharmacy Max OOP	\$0 / \$10 / \$30 / \$60	\$0 / \$10 / \$30 / \$60	\$2,000/\$4,000 Pharmacy Max OOP	\$0 / \$10 / \$25 / \$50	\$0 / \$10 / \$25 / \$50
Rates	Current	Renewal												
Employee	32	\$652.50	\$698.18	\$692.60	\$696.06	\$652.84	\$667.78	\$665.38	\$661.36					
Family	128	\$1,508.12	\$1,613.70	\$1,600.80	\$1,608.82	\$1,508.92	\$1,543.42	\$1,537.88	\$1,528.58					
		7.0% Increase	6.1% Increase	6.7% Increase	0.1% Increase	2.3% Increase	2.0% Increase	1.4% Increase						
Monthly Totals		\$213,919.36	\$228,895.36	\$227,065.60	\$228,202.88	\$214,032.64	\$218,926.72	\$218,140.80	\$216,821.76					
Annual Totals		\$2,567,032.32	\$2,746,744.32	\$2,724,787.20	\$2,738,434.56	\$2,568,391.68	\$2,627,120.64	\$2,617,689.60	\$2,601,861.12					
	Annual Δ\$ from Current		\$179,712	\$157,755	\$171,402	\$1,359	\$60,088	\$50,657	\$34,829					

While every effort is made to illustrate the carriers' various benefits, discrepancies or errors are possible. In the event of an error, the actual product brochure furnished by the insurance carrier and approved by the Commissioner of Insurance will prevail. The master contract and policyholder certificates are more detailed and should be used for the determination of benefits. All plans will comply with state and/or federal requirements with regard to nervous and mental benefits.