



CITY OF MARSHFIELD

MEETING NOTICE

**COMMON COUNCIL
CITY OF MARSHFIELD, WISCONSIN
MONDAY, OCTOBER 26, 2015
Council Chambers, Lower Level, City Hall Plaza
7:00 p.m.**

NOTE TO VISITORS AND GUESTS: Welcome to this meeting of the Common Council. We appreciate your interest in the City of Marshfield. Item "E" 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. Reading of items added to the agenda
- E. 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.
- F. Approval of Minutes – September 22, 2015 (Special Meeting)
October 13, 2015, (Regular Meeting)
October 19, 2015 (Budget Meeting)
- G. Staff updates
- H. Mayor's Comments
 - 1. Employee Recognition
 - a. Tom Turchi, Engineering Division, 20 years, October 30, 1995
 - b. Eric Lang, Fire & Rescue Department, 10 years, October 31, 2005
 - c. Jean Coy, Wastewater Utility, 10 years, November 3, 2005
- I. Council Comments
- J. Reports from commissions, boards, and committees

COMMON COUNCIL AGENDA
OCTOBER 26, 2015

K. Consent Agenda:

- 1) Meeting minutes/reports
 - a. Central Wisconsin State Fair (June 15, 2015)
 - b. Central Wisconsin State Fair (July 20, 2015)
 - c. Convention and Visitor Bureau (July 28, 2015)
 - d. Convention and Visitor Bureau (August 18, 2015)
 - e. Fire & Police Commission (September 3, 2015)
 - f. Library Board (September 15, 2015)
 - g. Zoning Board Appeals (October 6, 2015)
 - h. Main Street Marshfield (October 7, 2015)
 - i. Fire & Police Commission (October 8, 2015)
 - j. Utility Commission (October 12, 2015)
 - k. Housing Rehab Committee (October 14, 2015)
 - l. Joint Review Board (October 14, 2015)
 - m. Judiciary and Cemetery Committee (October 14, 2015)
 - n. Board of Public Works (October 19, 2015)
 - o. Economic Development Board (October 20, 2015)
 - p. City Plan Commission (October 20, 2015)
 - q. Judiciary and Cemetery Committee (October 26, 2015)*

*Minutes not included in packet

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

L. Consideration of items removed from the consent agenda, if any

M. Discussion regarding eliminating shuttle service and creating a single blended rate of \$3.00 per ride effective January 1, 2016 for the shared-ride taxi service. Presented by Keith Strey, Finance Director

Recommended Action: None at this time, a Public Hearing will be scheduled for November 24, 2015. Council will be asked to approve the changes at its November 24th meeting.

N. Presentation – Plans for major expansion of the YMCA facility. Presented by John Nystrom, CEO

Recommended Action: None, for information only

O. First Reading – Ordinance No. 1321, Rezoning Request by the City of Marshfield to change the zoning from “RH-35” Rural Holding to “GI” General Industrial, for property located east of the intersection of South Galvin Avenue and Yellowstone Drive (Parcel No. 33-07087) legally described as: SW ¼ of the SW ¼ of Section 15, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin, excluding all dedicated rights-of-way. Presented by Jason Angell, Director of Planning and Economic Development

Recommended Action: Suspend the rules and approve Ordinance No. 1321

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- P. First Reading – Ordinance No. 1322 amending Section 14.69 pertaining to amount of sewer service charges. Presented by Sam Warp, Wastewater Superintendent
- Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the November 24th meeting
- Q. Request to approve transfer of property for Marilyn Hardacre Park from Rogers Cinema, Inc. Presented by Steve Barg, City Administrator
- Recommended Action: Accept transfer of property from Rogers Cinema, Inc.
- R. Request to approve proposal from Zimmerman Architectural Studios, Inc. to provide architectural services related to the Forward Financial building and to authorize the Public Works Director to execute the required agreement. Presented by Dan Knoeck, Public Works Director
- Recommended Action: Approve the proposal and authorize the Public Works Director to execute the necessary agreement
- S. Request to approve amended lease with Marshfield Area Pet Shelter, Inc. (MAPS) Presented by Steve Barg, City Administrator
- Recommended Action: Approve the amended lease, with changes at Council's discretion
- T. 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."
- Possible development within the Tax Incremental District #7
- U. Reconvene into open session
- V. Action on matters discussed in closed session, if appropriate.
- W. Request to approve Resolution No. 2015-51 approving a Certified Survey Map for a possible development within Tax Incremental District #7. Presented by Dan Knoeck, Director of Public works.
- Recommended Action: Approve Resolution No. 2015-51
- X. Request to approve the appointment of Brian Hopperditzel, 435 S. Central Ave. to the Business Improvement District Board to fill the unexpired term of Shelly Babcock. Presented by Chris Meyer, Mayor
- Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the November 10, 2015 meeting.
- Y. Consider changing date for the second Council meeting in December to Thursday, December 17th at 7:00 p.m. Presented by Steve Barg
- Recommended Action: Change the second meeting in December to Thursday, December 17th at 7:00 p.m.

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Z. Items for future agendas

AA. Adjournment

Posted this day, October 23, 2015 at 1:00 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.

SPECIAL COMMON COUNCIL MEETING MINUTES SEPTEMBER 22, 2015

PRESENT: Buttke, Cummings, Earll, Feddick, Feirer, Hendler, Jockheck, Spiros, Wagner
ABSENT: Reinart
OTHERS: Mayor Meyer, City Administrator Barg

Mayor Meyer called the meeting to order at 5:35 p.m. in Room 108 of the City Hall Plaza.

Meyer noted that one of the main objectives for this meeting was to draft a mission statement, based on themes resulting from high-level goals identified in recent meetings. To start in this direction, Council members were asked to list key words or phrases that we want to represent Marshfield. He received the following response: premiere city, diverse (culture, arts, etc.), robust, welcoming, engaged, community pride, committed, fiscally responsible, responsive, high standard of living, quality education, exceptional health care.

After significant discussion, the following preliminary mission statement was crafted:

- The City of Marshfield: providing exceptional services to our community and neighbors, while building a foundation for the future and preserving, protecting, and enhancing the quality of life.

Meyer advised that, to help the Council prepare for the next strategic planning session, he would work with Barg to have examples of mission and vision statements from other communities sent to members in advance of the meeting.

The next strategic planning session would normally be held on Monday, October 26th, but Barg noted that there will be a budget meeting before the regular Council meeting that night. It was agreed to wait until a later time to set the date/time for the next strategic planning session.

With no other business before the Council, Feirer moved and Spiros seconded the motion to adjourn. Motion carried unanimously. Mayor Meyer declared the meeting adjourned at 6:46 p.m.

Respectfully submitted,
Steve Barg, City Administrator

OCTOBER 13, 2015

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, Rich Reinart, Gary Cummings, Rebecca Spiros, Tom Buttke and Peter Hendler.

EXCUSED: None

The flag was saluted and the pledge given.

No items were added to the agenda.

PUBLIC COMMENT PERIOD

Al Kroll, 1407 Arlington Street. Disabled American Veterans, Chapter 57 is dedicating a new van in Marshfield in memory of U.S. Army Staff Sergeant Joe 'Doc' Altmann. He extended an invitation to the dedication ceremony which will be held on Saturday, October 17th at 10:00 a.m. at the Marshfield Public Library. This event is free and open to the public. A reception will follow the ceremony. He thanked Mayor Chris Meyer for proclaiming October 17th as DAV Day for the City of Marshfield. As part of the mission, the DAV offers free rides to all veterans who need to get to and from scheduled VA medical meetings or appointments. In 2009, the DAV stationed one of its' 44 vans in Marshfield at the Aging and Disability Resource Center. The DAV van has provided free rides to thousands of veterans who resided in Marshfield and the surrounding area. If in need of a ride, please call 715-389-0230 or 715-421-8989.

Travis Sherden, 1130 W Blodgett Street. He asked the Council to consider a no vote at this time on the insurance plan that is being presented and/or maybe to continue with the 13% premium pay, which employees are now paying. Alternative ideas that were shared with the Council and City last year to try to reduce costs were having meetings, a buyout plan, shopping around more for insurance and not just using M3 which narrows our window. He was hopeful that there would have been some discussion this year, but unfortunately at the last minute here we have just learned that there is a health insurance plan that is going to be offered again with really no input from the employees. He asked if this agenda item could be tabled until the next meeting, so we could have some further discussion or at least send an inquiry as to why some of those things maybe didn't happen.

Mayor Meyer said some changes to our taxi cab service were talked about a few Council meetings ago including the unified rate as well as elimination of the shuttle service to Tomah and he encouraged the citizens to contact their Alderperson or him before the next Council meeting which is October 26th with any comments they may have in regards to this.

CC15-236 Motion by Feirer, second by Hendler to approve the minutes of the Common Council meeting of September 22, 2015.

Motion carried

CC15-237 Motion by Feirer, second by Reinart to approve the minutes of the Common Council Special meeting of September 30, 2015.

Motion carried

STAFF UPDATES

Police Chief Gramza presented information on the services provided by MAPS.

City Administrator Barg gave an update on the Budget meetings which will be held on October 19, 2015 at 6:00 p.m., October 26, 2015 at 5:30 p.m. and November 2, 2015 at 6:00 p.m. or immediately following the Board of Public Works meeting.

The next Common Council meeting will be held on Monday, October 26, 2015.

MAYOR'S COMMENTS

The Mayor recognized the following proclamations:

- a. Cyber Security Month
- b. Domestic Abuse Awareness Month
- c. Walk to School Month
- d. DAV Day

COUNCIL COMMENTS

Aldersperson Feirer – The Committee on Aging thanked all of the vendors and all the people that participated in the Health Fair that was held on October 2, 2015. 264 people attended the Health Fair. He also thanked the Police Department for being there to collect drugs.

REPORTS FROM COMMISSIONS, BOARDS AND COMMITTEES

None

CONSENT AGENDA

CC15-238 Motion by Wagner, second by Cummings to receive and place on file, approving all recommended actions for the items listed on the consent agenda. Meeting Minutes/Reports: Parks, Recreation & Forestry Committee of August 13, 2015; Cable TV Committee of August 24, 2015; Community Development Authority of August 27, 2015; Zoning Board of Appeals of September 8, 2015; Parks, Recreation & Forestry Committee of September 10, 2015; Community Development Authority Finance & Strategic Planning Meeting of September 15, 2015; Airport Committee of September 24, 2015; Historic Preservation Committee of October 5, 2015; Board of Public Works of October 5, 2015; Judiciary and License Committee of October 6, 2015; and Finance, Budget and Personnel Committee of October 6, 2015.

Motion carried

No items were removed from the consent agenda.

CC15-239 Motion by Wagner, second by Hendler to approve the group health insurance contracts with Security Health Plan for the period from January 1, 2016 through December 31, 2016 for all benefit eligible employees. Nay - Feddick

Motion carried

Item N was removed from the agenda; presentation on the citizen request tracking system.

Second reading of Ordinance No. 1317, Annexation request by Draxler Enterprises, LLC., including a request for 'LI' Light Industrial and "CMU" Community Mixed Use zoning, related to a Petition for Direct Annexation for lands consisting of 69.129 acres to be detached from the Town of Marshfield and annexed to the City of Marshfield; located east of State Highway "13" and north of Heritage Drive, generally described as: part of Certified Survey Map Number's 164, 165, 2098, 7603, 7631 and all of Certified Survey Map Number 9661 and part of the NW ¼ of the SW ¼ and SW ¼ of

the SW ¼ Section 22, Township 25 North, Range 3 East, Town of Marshfield, Wood County, Wisconsin.

CC15-240 Motion by Buttke, second by Earll to approve Ordinance No. 1317. Ayes - 10
Motion carried

Second reading of Ordinance No.1318, creating a joint municipal court with the Village of Spencer.

CC15-241 Motion by Feirer, second by Cummings to approve Ordinance No. 1318. Ayes - 10
Motion carried

CC15-242 Motion by Hendler, second by Spiros to authorize soliciting proposals through the RFP process for redevelopment of City Hall Plaza.
Motion carried

City Administrator Barg gave an update on the plans for Phase 2 of the Library & Community Center project.

CC15-243 Motion by Buttke, second by Spiros 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.

- Possible development within the Tax Incremental District #7.

Roll call vote, all ayes. (Time: 8:21 p.m.)

Motion carried

Present in closed session: Alderpersons Feirer, Feddick, Jockheck, Earll, Wagner, Reinart, Cummings, Spiros, Buttke and Hendler, Mayor Meyer, City Administrator Barg, City Attorney Wolfgram, Finance Director Strey, Planning & Economic Development Director Angell, Public Works Director Knoeck and Deputy City Clerk Panzer.

CC15-244 Motion by Wagner, second by Spiros to return to open session. Roll call vote, all ayes. (Time: 8:43 p.m.)

Motion carried

No action was taken in open session regarding the closed session item.

Future Agenda Items

None

There being no further business the Mayor adjourned the meeting at 8:44 p.m.

Lori A. Panzer
Deputy City Clerk

OCTOBER 19, 2015

Special Budget meeting was called to order by Mayor Meyer at 6:08 p.m., in the Council Chambers, City Hall Plaza.

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

ABSENT: None

The flag was saluted and the pledge given.

CITIZEN COMMENTS

Travis Sherden, 1130 W. Blodgett Street. He asked the Council to consider continuing the 13% premium as an employee share that is currently being offered. Health Insurance buyouts should be considered. Next year he is hoping that the City could be a little more proactive in helping to reduce costs in other ways besides just raising premiums and putting more responsibility on the employee.

City Administrator Barg presented the recommended 2016 budget.

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

The Council reviewed the following budgets:

1. Communication; Cable TV
2. Cemetery
3. Transportation; Taxi and Airport
4. 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.
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 (Development Services); Planning and Economic Development, Building Services, 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

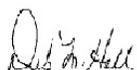
The following budgets were held over until the next Budget meeting:

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

The next budget sessions will be held on Monday, October 26, 2015 at 5:30 p.m. and Monday, November 2, 2015 at 6:00 p.m. (or after Board of Public Works).

Motion by Spiros, second by Buttke to adjourn at 7:18 p.m.

Motion carried



Deb M. Hall
City Clerk

Central Wisconsin State Fair

Board Meeting Minutes – June 15, 2015

Present: Andy Keogh, Bob Ashbeck, Carol Kerper, Jeff Hartman, Jeff Viergutz, Larry Gilbertson, Marilyn Heiman, Rob Posteluk and Sara Schmitt

Absent: John Garbisch and Keith Kay

Non Board Members Present: Adam Fischer, Executive Director

Meeting called to order by Larry Gilbertson at 7:30 PM.

Minutes from the May 18, 2015 Meeting: A correction was made to the minutes by Larry Gilbertson. The minutes were approved as corrected.

Financial Report: Larry Gilbertson gave the financial report. He went through the account summary. A discussion followed concerning the State Bank proposal.

Jeff Hartman made a motion to approve the financial report and Carol Kerper seconded the motion. The motion carried.

Executive Directors Overview and Reports: Adam Fischer passed out the committee reports. He then went through an overview of the reports.

Fischer highlighted a few things from his operational report. Fischer then invited Randy Bliven; Site Director to share an overview of what has been taking place with Fair set-up and the building and grounds.

Junior Fair Update: Sara Schmitt gave the Junior Fair report. The board had a brief discussion concerning the Junior Fair Dairy Committee.

Fair Commission Update: Bob Ashbeck gave a brief update on the Fair Commission. He shared the status of the Round Barn project.

Old Business

Review Board Training: Adam Fischer went through a review of the Board Training by Jeff Whitrock. The board had positive feedback concerning the training and agreed to an annual training from this point forward.

Name Change: Adam Fischer updated the Board on the status of the name change. A motion was made to temporarily change the name in the interim period to CWSF Inc. The motion carried.

Review the Bylaws: The Board went through the bylaws and reviewed sections IV, V and VI.

A motion was made by Andy Keogh to change the language in Section 6.04 to read "The Corporation may every two years contract with a firm to do a financial review of the organization by examining the books of the Corporation. The contracted firm shall report all findings to the Board of Directors. The Board of Directors has the option to call for a financial review or audit at any time by a majority vote of the Board." The motion was seconded by Jeff Hartman. The motion carried.

No further actions were taken concerning the bylaws.

New Business:

Bidding Contracts: Adam Fischer and Larry Gilbertson handed out a document with all of the current contracts. The Board reviewed the list. Discussion followed.

It was the consensus of the Board that the Executive Director should be given the task of coming up with a bid process and drafting a letter to be sent out to open the bidding process.

Jeff Hartman made a motion to adjourn and Bob Ashbeck seconded the motion. The motion carried. The meeting was adjourned at 9:14PM.

Submitted by Andy Keogh
Authored by CWSF Staff

**CENTRAL WISCONSIN STATE FAIR
BOARD MINUTES
July 20, 2015
7:30 PM**

ROLL CALL:

Present: Board Members: Marilyn Heiman, Jeff Viergutz, Bob Ashbeck, Larry Gilbertson, Andy Keogh, Rob Posteluk, Jeff Hartman, Mike Feirer, Sara Schmitt
Adam Fischer-Executive Director

Absent: Keith Kay, Carol Kerper

Guest: Justin Casperson: Parks and Rec Director of the City of Marshfield

Called to order at 7:30 pm.

Minutes of June 15, 2015 Regular Board Meeting Moved by Andy Keogh, seconded by Jeff Hartman to approve the minutes as presented. Motion carried.

Financial Report: Marilyn Heiman Marilyn Heiman began by directing the board to the balance sheet page. Mike Feirer moved to approve, Jeff Hartman seconded, and report was approved.

Executive Director's Report: Adam Fischer highlighted things that have been going on. He continues, with counsel, to see that we remain in compliance, one area is our review of the Bylaws. We need to add a policy on nondiscrimination; we are in full swing of Fair planning; hockey building use planning; boxing again this year; Fair book is out.

Executive Committee report: Larry Gilbertson read the email notification sent out to the BOD reporting on the Exc Committee meeting. John Garbisch resigned from the board.

Jeff Viergutz asked about the electrician for the Fair and the bidding process. Adam responded.

Add Hoc Committee report: Adam reported. A gate and entrance to the Fair committee was formed. Discussed was controlling entrance and the amount of gates (8) into the fairgrounds. Looked into closing certain entrances, and concern for emergency access. Gate E will be closed this year.

Marketing Committee: Rob Posteluk reported. See the written submitted report. Discussed various revenue raising ideas. Grandstand, beer sales, VIP areas, paid VIP parking areas, partnering with a casino. Facebook marketing. Report on the Committee of the Whole meeting of the BOD on July 6, 2015. Report was read.

Marilyn Heiman moved to approve the committee reports, Andy Keogh seconded the motion carried.

Old Business:

1) Regarding the name change. Adam reported the name does not need to change, and The State of Wisconsin will approve the name; Central Wisconsin State Fair, Inc. A motion to rescind the motion approved at the last BOD meeting to change the name to CWSF, Inc was made by Andy Keogh, seconded by Marilyn Heiman. The motion to rescind passed unanimously.

2) Review of the Bylaws. Postponed until next month.

Sara Schmitt pointed out the omission of the Junior Fair report on the agenda. With no objections, Sara gave the Junior Fair report. Items covered included: software and online entries, state vet animal rules, extension budget cuts, improvements, market sale wt ins, dairy committee and State Fair, State Fair bus trip, loading ramp for State Fair animals, overnight supervision (discussion by the BOD, Rob Posteluk moves and Mike Feirer seconded a motion to have the executive director research the overnight stay issue with our attorney and insurance company and bring it back to the executive board to make a decision to be carried out, motion carried), Sara continued: superintendent appreciation workshop is planned. The Dairy committee books were audited, OK.

All members introduced themselves to guest Justin Casperson.

New Business: We will need to add a nondiscrimination policy to our Bylaws. Tabled to the next meeting.

Fair Association Parking lot. Background was reviewed by Larry Gilbertson. Rob commented on the meeting with the Mayor that he and Adam and Larry attended. Discussion followed. The City's interested in the property, Fair Association debt, and what would happen if an accident occurred on land not owned by the city (soccer field). Much discussion. A proposal written by Larry Gilbertson was read to the BOD. This included a compromise offering of the property for \$175,000. Andy Keogh moved to approve the proposal and present it to the City, Jeff Hartman seconded the motion. Additional discussion. Motion carried with one abstention, no dissenting votes.

Nominating Committee report: Larry and Adam commented. Committee meet and discussed possible candidates, and have come with this name for consideration. Position to be filled is for the resignation position. Randy Bliven is the name the committee brings forward. With no other nominees from the floor, the BOD approved Randy Bliven for the BOD position with a move by Marilyn Heiman and seconded by Jeff Hartman. A vacancy was also created on the executive board, the position of Vice President. Nominations were open. Marilyn Heiman nominated Rob Posteluk. He accepted. Rob Posteluk nominated Andy Keogh, Andy turned it down, Jeff Hartman was asked, and

turned it down. Andy Keogh moved to close nominations and cast the unanimous ballot for Rob Posteluk for Vice President. Sara seconded the motion. With no objections to the motion, Rob was declared elected.

Jeff Hartman discussed the mistakes in the Fair book. Adam commented. An information card will be sent to dairy exhibitors to make corrections. Other areas discussed.

Jeff Hartman moved to adjourn, Rob seconded, motion carried, meeting adjourned at 9:06pm.

The next meeting will be held at 7:30 pm on August 17, 2015
Recorded by Larry Gilbertson, President
Submitted by Andy Keogh, Secretary

Marshfield Convention & Visitors Bureau

Board Meeting Minutes – July 28, 2015 – Hotel Marshfield

Present: Scott Berg, Al Chaney, Alderman Gary Cummings, Todd Diedrich
Absent/Excused: Sandra Hanson, Scott Koran
Non-Board Members Present: CVB Director Matt McLean / MACCI Director Scott Larson / Minutes taken by Lyn Anderson
Guests: Justin Kasperson, Director, Parks & Rec; Wendy Barnett & Jeanie Klinke, Holiday Inn

McLean called the meeting to order at 11:35.

Justin Kasperson introduced himself to the Board, as the new Director of Marshfield Parks & Recreation, taking over for Ed Englehart. After nearly two months in his new position, Justin gave a brief update of the projects he has been working on, including the new Bear Exhibit, the new Library, the Fairgrounds, and various groups such as the Bow Fishing National Championships. In response to a question from Gary C. regarding the replacement of the wolves at the zoo, Justin explained that they are currently working on improvements to the wolf area, but plans to replace them have not begun. The Grand Opening of the new Bear Exhibit is now planned for November 1st, with construction of the enclosure scheduled to be completed mid-October. He also reported that Floyd's daughter went to Alaska, and was able to see our new bear cubs.

I. Minutes from June Meeting

Motion to approve the minutes from the June 23rd Board Meeting, as written, was made by Gary C., second by Scott B., and unanimously carried.

II. June Financial Reports

McLean and Larson reviewed the June financial reports. McLean reported that we had banners down (due to weather issues) three times this month, and also that some banner production expense was again mistakenly entered as banner permit expense. New Events was over budget because it included the Bear Exhibit donation, and the Cornhole Championships. Larson explained there are discrepancies in the financials that are being amended, and a variance in net income between the balance sheet and the P & L statement, which is related to 2014 entries. They are still working on them. Larson suggested that the Board refrain from approving the June financials, and a ***Motion to table the June Financial Reports until the August Meeting was made by Gary C., second by Al C., and unanimously carried.***

III. July Activity Report/4 CVB Pillar Updates

The July Activity Report was included in this month's Board Packet. There were no additional questions or comments from the Board.

IV. 2016 Budget

McLean reviewed the budget for 2016 that was included in this month's Board Packet, and discussed a few of the proposed expenditures. Todd D. would like to see us focus on "The Next Big Thing" and members discussed the possibility of attracting another sports event like Small Town Baseball. Members felt that basketball would be a good niche, as it has a long season over the winter months, when tourism is slower. Board requested that McLean has a plan for a Tourism Development Fun which could be used for larger grants for Tourism Development. ***Motion to approve the 2016 Budget (with minor modifications that were discussed) to present to the City at the end of the week was made by Al C., second by Gary C., and unanimously carried.***

V. Room Tax Discussion

McLean distributed copies of a "Room Tax Model" issued by the State, and discussed the process. It has the full support of the city. Matt will be attending a City Council meeting where it will be read, we got the initial approval, but the code was not written yet.

VI. Bear Exhibit Naming Rights / Promotion

McLean discussed tentative plans for running the "name the bear cubs" contest, and members discussed the feasibility of using Facebook, Survey Monkey, votes submitted at the Zoo, as well as the schools, or a combination of media. It is our goal to have the campaign staged really well, to take full advantage of all publicity opportunities.

McLean is applying for a JEM Grant to be used for a sales promotion. The "Kodiak Bear Adventure Package" will run for a period of 6 to 8 weeks in December and January, and will include an overnight stay at one of the four participating hotels, a \$25.00 dinner certification, a visit with the bears, a limited edition stuffed "Kodiak Bear," and a welcome packet including a Visitors Guide and coupons for business in town. The cost will be \$99 at the Holiday Inn or Hotel Marshfield, and \$89 at the Baymont or Woodfield Inn. We can request up to \$39,000.

VII. Small Town Baseball World Series Wrap-Up

There were twenty-two teams from six different states in attendance this year. July was a very good month for our hotel partners, and they were all "sold out" for Small Town Baseball.

VIII. Maple Fall Fest Update

Lyn reported that we currently have 87 craft vendors (over 100 booths), and 10 food vendors committed. Interestingly, 20% of the craft vendors are new to our Maple Fall Fest. As previously reported, because of our event running a little later this year, it conflicts with another, bigger festival, and some of our usual vendors are attending that one. Now that their deadline has passed, though, we expect to see a "resurgence" in Maple Fall Fest applicants.

IX. Bike Share Update

Hotel Marshfield has reported good movement with this initiative, and two racks have already been installed there. Baymont Inn is ready to have bike racks installed, and Hotel Marshfield now has 4 bikes in operation.

X. New Business

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Meeting adjourned at 1:05 pm.

The next meeting, with lunch provided, is scheduled for Tuesday, August 25, 2015, at _____
at _____.

Marshfield Convention & Visitors Bureau

Board Meeting Minutes – Aug 18, 2015 – Hotel Marshfield

Present: Scott Berg, Scott Koran, Sandra Hansen Alderman Gary Cummings, Todd Diedrich
Absent/Excused: Sandra Hanson, Al Chaney
Non-Board Members Present: CVB Director Matt McLean / MACCI Director Scott Larson / Minutes taken by Lyn Anderson
Guests: Wendy Barnett & Jeanie Klinke, Holiday Inn, Steve Barg, Chris Meyer, Justin Casperson, Cory Latourelle

McLean called the meeting to order at 11:35.

Steve Barg, Chris Meyer, and Justin Casperson came as guests from the City to discuss the Proposed 2% Room Tax increase. The city would like to have discussions as to how CVB can work more with partners and support tourism related events in the city that will create economic impact. Mclean will draft a response and present to city council on the 22nd.

- I. **Minutes from July Meeting**
Motion to approve the minutes from the July 28th Board Meeting, as written, was made by Scott K. second by Scott B., and unanimously carried.
- II. **June & July Financial Reports**
McLean and Larson reviewed the financial reports. Larson explained there are discrepancies in the financials for June that were amended in July, and a variance in net income between the balance sheet and the P & L statement, which is related to 2014 entries. ***Motion to approve the June & July Financial Reports was made by Gary C., second by Scott K., and unanimously carried.***
- III. **August Activity Report/4 CVB Pillar Updates**
The August Activity Report was included in this month's Board Packet. There were no additional questions or comments from the Board.
- IV. **2016 Budget**
McLean reviewed the budget for 2016 that was submitted in July. No changes were called to be made.
- V. **Room Tax Discussion**
The CVB board and Mclean discussed what was presented from Steve Barg and made a plan to present to city council and support the 2% room tax increase.
- VI. **Powerman Race opportunity**
McLean discussed the opportunity to possibly secure the rights to host a Duathlon race in 2016 in May. Mclean will present to Denny R. at the Sports Den to see if he will Partner on project. ***Motion to approve \$7500 to move forward with project if deemed appropriate by Director made by Scoot K., second by Sandra H and unanimously carried.***
- VII. **MKE state Fair Booth Update**
Mclean spent 5 days in MKE and the show was the largest ever with over 1 million visitors through the gates. The Central WI booth registered approx. 2,000 people to win a stay in Central WI and received info for Marketing purposes. We passed out about 700 Marshfield Visitor guides at the show and have signed up again for 2016.
- VIII. **Bear Exhibit Naming Rights / Promotion**
McLean discussed plans for running the "name the bear cubs" contest, and members discussed the feasibility of using Facebook, Survey Monkey, votes submitted at the Zoo, as well as the schools, or a combination of media. It is our goal to have the campaign staged really well, to take full advantage of all publicity opportunities.

McLean is applying for a JEM Grant to be used for a sales promotion. The "Kodiak Bear Adventure Package" will run for a period of 6 to 8 weeks in December and January, and will include an overnight stay at one of the

four participating hotels, a \$25.00 dinner certification, a visit with the bears, a limited edition stuffed “Kodiak Bear,” and a welcome packet including a Visitors Guide and coupons for business in town. The cost will be \$99 at the Holiday Inn or Hotel Marshfield, and \$89 at the Baymont or Woodfield Inn. We can request up to \$39,000.

IX. Maple Fall Fest Update

Lyn reported that we currently have 100 craft vendors (over 120 booths), and 12 food vendors committed. About 25% of the craft vendors are new to our Maple Fall Fest. As previously reported, because of our event running a little later this year, it conflicts with another, bigger festival, and some of our usual vendors are attending that one. Now that their deadline has passed, though, we expect to see a “resurgence” in Maple Fall Fest applicants.

X. New Business

Meeting adjourned at 1:05 pm.

The next meeting, with lunch provided, is scheduled for Tuesday, August 25, 2015, at

TBD
at TBD.

**MINUTES
FIRE AND POLICE COMMISSION/REGULAR MEETING
SEPTEMBER 3, 2015**

The meeting was called to order by Commissioner Andy Keogh at 7:30 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

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

EXCUSED: Commissioner Mueller.

ALSO PRESENT: Police Chief Gramza and Patrol Officer Mitchell; Fire Chief Haight, Deputy Chief Owen, Firefighter/Paramedic Luchini with various other fire department personnel; and Marshfield News Herald reporter Anderson.

FP15-058 Motion by Gershman, second by Meyers to approve the minutes of the 08/06/15 regular meeting.

Motion carried.

Firefighter/Paramedic Anthony Luchini was sworn in by Commissioner Keogh and introduced to the commissioners.

Patrol Officer Alex Mitchell was introduced to the commissioners.

Patrol Officer Mitchell and Firefighter/Paramedic Luchini and various fire department personnel leave the meeting at 7:33 a.m.

FP15-059 Motion by Frankland, second by Meyers to approve the police department bills in the amount of \$21,930.22.

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

Motion carried.

FP15-060 Motion by Frankland, second by Meyers to approve the fire department bills in the amount of \$44,382.20.

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

Motion carried.

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

Following further discussion of the 1033 program, the commissioners agreed the police department shall remain on the list to receive various excess military equipment when it becomes available. However, if and when the police department may become eligible for an MRAP (Mine Resistant Ambush Protected) armored vehicle, this will be brought before the commission for further discussion and possible approval. In the meantime, the police chief has been directed to speak with surrounding communities such as Spencer, McMillan township, etc. about any future interest in sharing use of this vehicle.

The crime reports were reviewed and placed on file.

FP15-061 Motion by Gershman, second by Frankland to approve the following police department policies:

1.22 Use of Public Property

1.23 Off-Duty Conduct

1.24 Law Enforcement Officers Bill of Rights

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

Motion carried.

FP15-062 Motion by Gershman, second by Meyers to use monies from the emergency management budget to pay for installation of GPS system in the amount of \$6,800; and if that is not available, then to pay the amount from the police department budget.

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

Motion carried.

FP15-063 Motion by Frankland, second by Gershman to approve a budget resolution presented by Chief Gramza to purchase camera equipment, mobile radio, and digital radio encryption card for investigative purposes in the amount of \$7,618 from the 206 Protective Services Special Revenue Fund (State Shared Proceeds) to Other Capital.

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

Motion carried.

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

Fire Chief Haight provided an update regarding the Fire Department Strategic Plan Initiative, indicating questionnaires will be sent throughout the community for feedback.

FP15-064 Motion by Gershman, second by Frankland to approve the fire department's solicitation of businesses for Fire Prevention Week prizes.

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

Motion carried.

Being there was no further business, the meeting adjourned at 8:17 a.m.

**COMMISSIONER MEYERS IS SCHEDULED TO ATTEND THE SEPTEMBER 22, 2015
COMMON COUNCIL MEETING AT 7:00 P.M.**

Marshfield Fire and Police Commission
Mike Meyers, Vice President

MARSHFIELD PUBLIC LIBRARY
BOARD MEETING
211 E. Second Avenue, Marshfield, WI 54449
September 15, 2015
7:00 a.m.

The meeting was called to order at 7:00 a.m. by Jean Swenson. Attendance was taken.

Present: Joanne Ampe, Mary Hartl, Kris Keogh, Xin Ruppel, Ruth Voss, Pat Saucerman, Don Schnitzler (joined at 7:02 a.m.), Jean Swenson, Kim Vrana, and Library Director Lori Belongia.

Also present: Kathy Baker, Amanda Duer

Absent: Gary Cummings

Citizen's comments, correspondence and announcements: Thank you card from Julianna & Paul Kollross to Library Staff and Kim Ropson for hosting the summer reading program. Thank you note to Natalie for helping fulfill a genealogy request. Thank you note from Alison Skrenes to Kim Ropson and Library Staff for hosting the summer reading program and for organizing the Noah's Ark trip.

Changes or additions to the agenda: None.

LB15-53 Minutes of the Library Board Meeting: Motion by Vrana, second by Keogh to approve and place on file the minutes of the August 18, 2015 Library Board Meeting. All ayes. Motion carried.

LB15-54 Director's Report: Motion by Schnitzler, second by Ruppel to receive and place on file the August 2015 Director's Report. All ayes. Motion carried.

LB15-55 2nd August and 1st September Vendor List: Motion by Voss, second by Ampe to approve Vendor Lists. All ayes. Motion carried.

LB15-56 August 2015 Financial Control Report: Motion by Saucerman, second by Vrana to receive and place on file the August 2015 Financial Control Report. All ayes. Motion carried.

LB15-57 Business

Library & Community Center Project: Belongia updated the board on the project. Changes to the size and some materials of the building are done. Bids were awarded on September 14, 2015. A power pole needs to come down, but the back-up generator is not working, so the Library is waiting to hear back about parts for it, before proceeding with taking down the pole. Fundraising is at about \$4.895 million so far.

LB15-58 Minutes of other organizations: Motion by Keogh, second by Hartl, to accept and place on file the minutes of the August 27, 2015 SCLS Board of Trustees. All ayes. Motion carried.

Adjournment: Seeing no other business to come before the board, Swenson adjourned the meeting at 7:33 a.m.

Respectfully submitted,



Mary Hartl
Secretary

ZONING BOARD OF APPEALS MINUTES OF OCTOBER 6, 2015

A special meeting of the Zoning Board of Appeals was called to order by Chairman Gerl at 5:02 p.m. in the 1st Floor Conference Room, Suite 108, City Hall Plaza.

ROLL CALL:

PRESENT: Ken Bargender, Ed Gerl, Robert Lewerenz, Dean Markwardt, 1st Alternate Todd Zieglmeier and 2nd Alternate Adam Wegner

ABSENT: Richard Kenyon

ALSO PRESENT: Zoning Administrator Schroeder and Deputy Clerk Panzer

Zieglmeier stated that he would like to abstain from taking any action on the Zoning Board of Appeals minutes of September 8, 2015 as the 1st alternate member due to business relationships to parties involved.

ZB15-06 Motion by Gerl, second by Lewerenz to approve the minutes of September 8, 2015 as submitted. Ayes – 5; Abstain - 1 (Zieglmeier)

Motion carried

Motion by Markwardt, second by Lewerenz to adjourn at 5:07 p.m.

Motion carried

Lori A. Panzer
Deputy City Clerk



**Main Street Board of Directors Meeting
Wednesday, October 7, 2015
Main Street Office**

Present: Lois TeStrake, Tom Henseler, Scott Koran, Tony Abney, Cindy Cole, Kelly Korth, Jenna Hanson, Rich Reinhart, Erin Howard, Brian Hopperdietzel, Nick Arnoldy, Ryan Baer

Excused: Josh Kilty, C.W. Mitten

Not Present:

Ex-Officio Present: Steve Barg

Staff Present: Angela Eloranta, Executive Director

Other Present: Scott Larson

Tony Abney called the meeting to order at 7:30am

1-5. Approval of Board and Executive Communities minutes:

1st. Cindy Cole

2nd Scott Koran

6. City Staff Updates - Consumer Price Index at .2 (low) so expenses are tight; still working on budget

Maple Ave. project on track- end of the month expected completion.

Library- progressing- completion fall 2016

City Hall redevelopment discussion- next council meeting- possibly turn into apartments

Downtown Master Plan- once a quarter will address recommendations to keep working on this.

7. MACCI Updates- 50 business tour today 400 8th grade students will go on heavy metal tour; Oct. 7 Crystal Apple Awards Dinner- 6pm- Holiday Inn

& Conference Center; Oct. 8- Ribbon Cutting – 4pm- Heritage Estates; Oct. 13 – Safford & Martin Dental Ribbon Cutting- 4pm (transition in ownership);

Oct. 14 – Main Street Marshfield's 25th Annual Awards- 5m- United Way," Campus to Community" UW Stevens Point- Students Visit- 4-7:30 pm;

Oct. 15 – MACCI'S Business After 5 – Hardacre Park/Crabby Dave's; Leadership Marshfield "Quality of Life" -7:30 am- Marshfield Public Library;

Oct. 21 – Maximize your membership 12-1 pm; Oct. 22 – MYP Social – 6pm – Rose Bowl Lanes; Firm of the Year- 6:30 pm – V&H Heavy Truck – River Edge Golf Course;

Oct. 28- Working Women's Wednesday- 10 am – 2 pm Domestic Abuse- Holiday Inn

8. Treasurers Report: No Major changes/updates

9. Executive Director's Report:

Recent Trainings

1. 2 day Director Training in Chippewa Falls – discussed getting community support, sponsorships.

2. Underutilized space & public art work in Black River Falls



Mums are planted! Mill Creek Garden took on this project & got sponsorship, planted, watering, removal. Would like to do trees next. Will sell sponsorship for trees at annual meeting.

Cranberry Creek moving in. Looking for people to sell antiques, will charge per square feet.

Small Business Sat. Nov. 28, Vox – Main Street Night.

10. Committee Reports-

- **Promotion Committee Updates-** see committee minutes
- Discussion of pop up shops. Rent \$300/vendor Thurs. & Fri. 12- 8 Sat. & Sun. 10-4
- **Organization Committee Updates-** see committee minutes
- **Design Committee Updates-** see committee minutes
- **ER Committee Updates-** see committee minutes

11. Old Business- Idea Re: adding Christmas light contest for houses on wagon ride route- need horse & buggy for parade

12. New Business-

12a. Volunteers for Awards Banquet

- All get 4 tickets to sell
- Sign- up sheet for events
- Will be tracking board member involvement for Board Member of the Year Nominations

12b. Hardacre Park Involvement

Next Thursday Oct. 15 Business After 5

12c. Volunteers for Holiday Parade

Sign-up sheet

12d. Board Commitments

- Angie handed out forms w/term, board reg.,
 - Need Signatures

12e. Thomas House –will be open for lunch on Mondays

13. Meeting adjourned :

Tom made motion,

Lois 2nd

**MINUTES
FIRE AND POLICE COMMISSION/REGULAR MEETING
OCTOBER 8, 2015**

The meeting was called to order by Commissioner Andy Keogh at 7:30 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

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

EXCUSED: Commissioner Gershman.

ALSO PRESENT: Police Chief Gramza, Fire Chief Haight, Alderman Earll and Firefighter/Paramedic Annen.

FP15-065 Motion by Frankland, second by Meyers to approve the minutes of the 09/03/15 regular meeting.

Motion carried.

Firefighter/Paramedic Stephen Annen was sworn in by Commissioner Keogh and introduced to the commissioners.

Firefighter/Paramedic Annen leaves the meeting at 7:33 a.m.

FP15-066 Motion by Meyers, second by Frankland to approve the fire department bills in the amount of \$26,126.61.

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

Motion carried.

FP15-067 Motion by Mueller, second by Frankland to approve the police department bills in the amount of \$659,030.41.

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

Motion carried.

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

Fire Chief Haight provided a preview of the upcoming ambulance contracts and ambulance rates that will be brought to the commission next month for approval.

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

The crime reports were reviewed and placed on file.

The commission at this time recognized and extended its appreciation of the recent work and arrest the police department performed involving a significant amount of heroin that was brought into the city of Marshfield.

Fire and Police Commission Meeting
October 8, 2015
Page Two

FP15-068 Motion by Frankland, second by Meyers to approve the following police policies:

- 1.25 Americans with Disabilities Act.
- 1.19 Cellular Telephones and Pagers.
- 1.26 Department Lockers.
- 2.01 Collective Bargaining.
- 2.02 Grievance Procedures.

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

Motion carried.

Police Chief Gramza and Fire Chief Haight discussed some of the adjustments that may be made to the proposed 2016 budgets that were approved by the commission in July and will be reviewed at the upcoming Common Council meetings.

Commissioner Keogh encouraged commissioners to consider attending the 2015 Police and Fire Commission Workshop which will be held 11/06/15 in Wisconsin Dells (pamphlet included with commission packets).

Being there was no further business to discuss, the meeting was adjourned at 8:27 a.m.

**COMMISSIONER MUELLER IS SCHEDULED TO ATTEND THE OCTOBER 27, 2015
COMMON COUNCIL MEETING AT 7:00 P.M.**



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

**MARSHFIELD UTILITIES, A MUNICIPAL UTILITY
MARSHFIELD UTILITY COMMISSION
OCTOBER 12, 2015**

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 12, 2015 in the downstairs meeting room of the utility office. Present were Commissioners Mike Eberl, John Maggitti, Harry Borgman, George Holck, and Alen Johnson. Also present were Alderperson Gordon Earll, Attorney John Adam Kruse and Utility staff. Absent was Alderperson Peter Hendler.

- During commissioner, council and staff comments, new commissioner Alen Johnson introduced himself. Harry Borgman commended the staff for the September Business After 5 event. Bob Trussoni gave an update on a lawsuit with the Rear End. Nick Kumm recognized Randy Ayer for completing his apprenticeship to become a journeyman lineman. Melissa Barnes discussed the Business After 5 event and Heavy Metal Tour event.

UC/15-76 Motion by Holck, seconded by Borgman to elect Mike Eberl as Commission President. No further nominations. All ayes, motion carried.

UC/15-77 Motion by Holck, seconded by Borgman to elect John Maggitti as Commission Secretary. No further nominations. All ayes, motion carried.

- Group discussed board governance, specifically how the utility provides value and how we convey the value. Utility staff to draft a policy to address an annual presentation process.

UC/15-78 Motion by Holck, seconded by Johnson, to approve payroll for September in the amount of \$147,056.41 and general bills for September in the amount of \$3,312,757.65. All ayes, motion carried.

August 2015 Financial Statement Notes

Electric Utility

- Net income was \$144 thousand for the month, with a net income of \$883 thousand year-to-date.
- Net operating income was \$278 thousand for the month, compared to budgeted net operating income of \$226 thousand. Year-to-date net operating income was \$1.723 million, compared to budgeted net operating income of \$1.725 million.
- After adjusting for the PCAC timing, net operating income for the month was \$151 thousand.
- M-1 operating expenses included \$56 thousand for the purchase of one new actuated gas valve and the rebuild of an existing actuated gas valve, and \$5 thousand for CPU and RTN card firmware updates.
- August consumption was up 3.49% from August 2014, with year-to-date consumption that was down 0.58%. Year-to-date energy losses were 2.14%, compared to prior year losses of 1.76%.

Water Utility

- Net income was \$52 thousand for August with a net income of \$478 thousand year-to-date.
- Net operating income was \$80 thousand for the month, compared to budgeted net operating income of \$98 thousand. Year-to-date net operating income was \$707 thousand, compared to budgeted net operating income of \$471 thousand.
- Operating expenses included \$13 thousand for water main preserver and \$20 thousand for hydrant painting.
- Overall August consumption was up 6.77% from August 2014. Year-to-date overall consumption was up 4.08% from the prior year, with all major classes of customers, except Residential, showing increases. Year-to-date water losses were 14.43%, compared to prior year losses of 15.16%.

Communication Utility

- Net income was \$18,661 for the month, compared to budgeted net income of \$18,077. Year-to-date net income was \$146,444, compared to budgeted net income of \$136,073.

UC/15-79 Motion by Borgman, seconded by Maggitti, to dispense with reading the minutes of the two previous meetings and accept them both as submitted. All ayes, motion carried.

- The Department Managers reviewed noteworthy projects including:
 - Water gave an update on the new water tower progress and the aeration tower install.
 - Office informed the group of schedules included in the office department report.
- The Technical Services Manager presented information on home energy audits.

UC/15-81 Motion by Maggitti, seconded by Borgman, to adjourn. All ayes, motion carried. Meeting adjourned at 4:27 p.m.



John Maggitti, Secretary

Department: Electric
Manager: Nicolas Kumm
Contributing: Derrek Caflisch & Tony Nelson
Month: September 2015

- M-1 did run during the month of September. The unit was called in twice by MISO and operated well both days.
- Electric AMI meters installed: 7,285 out of 13,100 (55.9%). Bruce Ackerman, Al Derge, Cole Eswein, and Dustin Oleson have completed all of the meter change-outs thus far. Ray Burrill has helped with check reads and transfers to allow others to focus on meter change outs.
- Cole completed week 1 of year 4 of substation apprenticeship school from September 21st-25th
- I attended Capital Budgeting and Finance for the Engineer at UW-Madison on September 10-11th.
- Don Rogers retired from Marshfield Utilities after 28 years on September 22nd. Everyone wishes Don the best of luck with retirement!
- Tony and I attended the PW Power Systems World Conference in Hartford Connecticut September 22nd – 24th. The conference agenda reviewed issues seen by the fleet, fixes to the issues, and provided an opportunity to network with PW Power Systems staff and other combustion turbine plant owner/operators.
- Lonnie Mesar with MEUW Job Training and Safety Program provided training on September 23rd. The training covered emergency response procedures, pole top rescue, and bucket rescue.
- Sean Wall with MEUW provided electric department office personal office ergonomics training on September 25th.
- Randy Ayer, Dean Bohman, Cole Eswein, Tim Habermeyer, Jeff Holbrook, Robert Olwell, Jane Pearson, Mike Vanderwyst, Nicolas Whipple, and I participated in the MACCI Business after 5 that Marshfield Utilities hosted on September 30th. Staff provided attendants the opportunity to learn more about the utility and participate in hands on demonstrations; including installation of line hose, try on rubber gloves and sleeves, install a cutout, live demonstration of electrical faults, back yard machine and bucket truck review, M-1 overview, fiber optic cable, and infrared camera demo. Everyone did a great job!
- Staff completed the submittal of the American Public Power Association (APPA) Reliable Public Power Provider (RP3). The RP3 program recognized utilities that demonstrate high proficiency in reliability, safety, work force development and system improvement. The RP3 review panel will provide notice of designation, if any during the first quarter of 2016.
- Randy Ayer received his Certificate of Apprenticeship from the State of Wisconsin and is recognized as a journeyman electric line worker. Randy completed 8,000 hours of on the job training and the required hours of related instruction.
- Ryan Steffen, Jeff Irish, Randy Ayers, and Tim Habermeyer reworked the mini substation on the West supply into Marshfield Door on September 5th. They coordinated with CN Railroad to transfer the circuit to a new GOAB switch installed to allow isolation of their 2400 volt system without the need for a plant shutdown to perform maintenance.
- Tim Habermeyer and Robert Olwell – Attended Lineman Apprenticeship School September 14th-18th.

- Jeff Holbrook, Mike Vanderwyst, Robert Olwell, Dean Bohman, Randy Ayer, Ryan Steffen, and Jim Seefluth have been working the Manchester Court Underground Primary Conversion and the Underground Primary Cable Replacement on Hume Avenue between Blodgett and Fillmore.
- Jeff Irish and Tim Habermeyer have been working services, street lights, and many small projects.

Department: Office
Manager: Kent S. Mueller
Month: September 2015

- Patti has been working on the operating budget for 2016. The first O&M review will be at the November Commission meeting, and final approval at the December Commission meeting.
- Work continues on a number of projects including planning for the fall water/sewer tax roll filing.
- The PSC has started to review our water rate case that we filed on July 31st. The PSC has increased the rate of return from 5% to 5.25% that will be used in calculating our new water rates.
- Starting with cycle 2, we are now reading the AMI water meters with our two antennas instead of our drive-by system.
- Patti, Kelly, and Tracey attended the annual MEUW Accounting and Customer Service Seminar on September 23rd. Topics included State Debt Collection, PSC report changes, Act 274/tax roll changes, credit checks, and a presentation by the PSC regarding consumer affairs.
- The PSC hearing for the changes to deferred payment agreements residential renters was held on September 24th. Five citizens, all of which were landlords, came to the hearing. The PSC approved our request, and these changes will become effective on January 1st, 2016.
- Below are the schedules of payments made to the City of Marshfield and the amounts billed to the City for a 12 month period ending in August 2015.

MARSHFIELD UTILITIES
 SCHEDULE OF PAYMENTS MADE TO CITY OF MARSHFIELD
 SEPT 2014 THROUGH AUG 2015

Description	Amount
SHARE OF ELECTRICAL INSPECTOR COSTS	23,640.52
SHARE OF FINANCE DEPT SALARY, SHARE OF CLERK'S SALARY	3,462.68
LAB ANALYSIS FOR WATER TREATMENT PLANT	1,628.00
GAS & DIESEL CHARGES	31,866.64
RESTORE STREET FROM WATER SERVICE REPAIR FOR 1101 W 8TH ON ADAMS	4,519.70
SAW CONCRETE PAVEMT FULL DEPTH 242 @\$10.10 SF, CONCRETE PAVEMNT- 8" @	8,314.16
UTILITY CONSTRUCTION/EXCAVATION IN PUBLIC RIGHT OF WAY PERMITS	2,375.00
WORK DONE BY HAAS SONS, INC ON NORTH ST	111,495.21
SALT WATER BREAK AT 205 S ADAMS	173.98
HYRDOR EXCAVATE SEVERAL HOLES TO LOCATE POWER CONDUIT CTY HWY E CO	613.53
SALT 300 BLOCK W MCMILLAN BY WATER BREAK	498.27
SALT 5TH & LINCOLN- WATER BREAK	140.23
SALT WALNUT AVE BY WATER MAIN BREAK MAINTENANCE 7 REPAIR	153.50
DOME TOP SET	90.00
DOME PANEL SET	90.00
DOME TOP	<u>90.00</u>
CONSTRUCTION, SALT MAIN BREAKS	128,553.58
PAYMENT FOR 10% OF WATER TOWER LEASE REVENUE - 2014	4,938.94
HAMUS PARK - ANNUAL MAINTENANCE FEE	18,000.00
UTILITY PERMITS	675.00
FINAL PAYMENT OF WRS REFUNDING BONDS	105,385.44
2014 PAYMENT IN LIEU TO TAX (PILOT)	1,769,895.54
DIVIDEND PAYMENT TO CITY	267,409.00
PER DIEM FOR MAYOR CHRIS MEYER 4 DAYS @ 100	400.00
MU PORTION OF CAD SOFTWARE	820.00
MU PORTION OF AERIAL PHOTO	23,661.50
MU PORTION OF GIS SOFTWARE	<u>10,000.00</u>
MU PORTION OF SOFTWARE	34,481.50
MISCELLANEOUS	63.25
TOTAL PAYMENTS TO CITY	2,390,400.09

MARSHFIELD UTILITIES
 SCHEDULE OF AMOUNTS BILLED TO CITY OF MARSHFIELD
 SEPT 2014 THROUGH AUG 2015

Date	Doc Type	Doc Number	Orig Doc Amt	Description
City of Marshfield				
09/02/2014	Invoice on Acct	6338	300.80	Digger's Hotline
09/16/2014	Invoice on Acct	6355	994.72	Damage to street light
10/02/2014	Invoice on Acct	6402	353.97	Digger's Hotline
10/16/2014	Invoice on Acct	6410	91.00	Water tap
11/04/2014	Invoice on Acct	6437	292.00	Digger's Hotline
11/11/2014	Invoice on Acct	6445	91.00	Water tap
11/21/2014	Invoice on Acct	6457	5,056.00	Fiber installation to Galvin Ave pumping station (Wastewater)
12/05/2014	Invoice on Acct	6489	111.20	Digger's Hotline
12/26/2014	Invoice on Acct	6513	3,441.59	Water dept. inspection water main extension (city project)
01/07/2015	Invoice on Acct	6561	56.80	Digger's Hotline
01/23/2015	Invoice on Acct	6588	91.00	Water tap
02/03/2015	Invoice on Acct	6617	36.80	Digger's Hotline
03/02/2015	Invoice on Acct	6664	41.60	Digger's Hotline
04/07/2015	Invoice on Acct	6727	125.60	Digger's Hotline
04/23/2015	Invoice on Acct	6739	46.95	Repair frozen water meter
04/28/2015	Invoice on Acct	6751	639.39	Repair 2 street lights. City billed cost to driver's insurance.
05/04/2015	Invoice on Acct	6771	370.40	Digger's Hotline
06/12/2015	Invoice on Acct	6824	424.00	Digger's Hotline
06/17/2015	Invoice on Acct	6826	91.00	Water tap
08/17/2015	Invoice on Acct	6939	367.57	Digger's Hotline
08/17/2015	Invoice on Acct	6941	356.37	Digger's Hotline
			<u>13,379.76</u>	
City of Marshfield - Tax Roll				
11/17/2014	Invoice on Acct	6451	29,321.02	Tax roll - Wood County (water only)
11/17/2014	Invoice on Acct	6452	84.58	Tax roll - Marathon County (water only)
			<u>29,405.60</u>	
Wastewater Utility				
09/30/2014	Invoice on Acct	6388	16,727.23	Monthly billing charge
10/31/2014	Invoice on Acct	6423	16,727.23	Monthly billing charge
11/26/2014	Invoice on Acct	6465	16,727.23	Monthly billing charge
12/30/2014	Invoice on Acct	6530	16,727.23	Monthly billing charge
01/30/2015	Invoice on Acct	6598	16,727.23	Monthly billing charge
03/02/2015	Invoice on Acct	6646	22,417.40	Monthly billing charge
03/31/2015	Invoice on Acct	6704	22,417.40	Monthly billing charge
04/30/2015	Invoice on Acct	6754	22,417.40	Monthly billing charge
05/29/2015	Invoice on Acct	6787	22,417.40	Monthly billing charge
06/30/2015	Invoice on Acct	6850	22,417.40	Monthly billing charge
07/31/2015	Invoice on Acct	6910	22,417.40	Monthly billing charge
08/31/2015	Invoice on Acct	6954	22,417.40	Monthly billing charge
			<u>240,557.95</u>	
09/22/2014	Invoice on Acct	6366	2,197.96	Fiber optic billing
12/18/2014	Invoice on Acct	6507	2,197.97	Fiber optic billing
03/18/2015	Invoice on Acct	6679	2,263.91	Fiber optic billing
06/22/2015	Invoice on Acct	6835	2,263.91	Fiber optic billing
03/13/2015	Invoice on Acct	6674	473.50	Printing new wastewater rate inserts
09/08/2014	Invoice on Acct	6348	66.61	Program AMI sewer meters
12/10/2014	Invoice on Acct	6494	375.24	Program AMI sewer meters
07/14/2015	Invoice on Acct	6883	1,189.94	Program AMI sewer meters
06/23/2015	Invoice on Acct	6840	410.80	Sale of water meter registers
07/28/2015	Invoice on Acct	6903	4,784.74	Sale of water meters and registers
			<u>16,224.58</u>	

Department: Technical Services

Manager: Cathy Lotzer

Contributing: Heather Young, Shawn Marsh, Jim Benson

Month: September 2015

- Cathy and Shawn are working on preparing a proposal and specification for a new VoIP (Voice over Internet Protocol) phone system. The project would be brought to the Commission for approval for work to begin in early 2016.
- Cathy and Bob continue to meet with the City Department Managers to discuss any benefit from a functional standpoint of combining multiple city entities into one building site.
- Heather and Cathy spent several days with Bill Bateman from GDS on our annual NERC Self-Assessment. There were no findings as a result of the assessment. Heather continues to make process improvements as a follow-up. Over the next year, a large focus of our time will be on new CIP–Cyber Security compliance requirements. Heather, Cathy, Nick, Tony, and Bob also participated in the Internal Compliance Committee meeting during this time.
- Heather, Shawn, Cathy, and Jim participated in the website committee meeting for general website discussion and to review what the PR firm had to say about MU’s website and Facebook page.
- Heather presented with Melissa to Bob, Dave, and John regarding water fluoridation.
- Heather and Cathy have been reviewing MU’s Monitoring Plan to update it to reflect the new construction permit.
- Shawn setup and put into production three new Surface PCs and also new Water and Electric laptops for mobile usage in the field.
- Shawn has been working with AllMax software and the Water Dept. to get a new SCADA reporting system setup.
- Shawn has been assessing our cyber security policies and procedures.
- Jim has been working with Jim S. cleaning up and organizing the exterior lot and interior tin shed storage for winter.
- Jim has been working with T&R transformers on the sale and transportation of 34 junk transformers.
- Jim has been working with Veolia on proper documentation, legal transportation, and authenticated recycling of two PCB laden 10kVa transformers.

Department: Water
Manager: Dave Wasserburger
Month: September 2015

Crews replaced broken mainline water valves at 3rd and Cedar, Schmidt and Fairview and at Blodgett and Schmidt. On occasion a valve will not stop leaking after it is exercised or something breaks when operated. The valve will then need to be dug and either repaired or replaced. Many older valves have a mechanical stuffing box that starts to leak and once it starts it will not stop. There are replaced with new valves which have rubber O-rings in place of the stuffing box.

All new water main, hydrants and water services have now been installed on the Maple Avenue Project. The last service was replaced September 30th. The entire project is nearing completion.

The water tower project is nearing completion. A bit of painting remains on the interior wet part of the tower and then the logo will get painted. The road and fence will be constructed in early October.

We found about 750 feet of 1973 vintage ductile iron water main to have some significant corrosion. As this water main is existing in a ditch line we were able to excavate the water main every 20 feet and install a cathodic protection anode on each stick of pipe. This should prevent further corrosion. We have done this on other sections of pipe with good results.

Sensus RNI Software shows 4155 AMI water meters installed. This represents 50.50% completion for the water portion of the project.

Bud Keys from the Waterous Company performed a water hydrant maintenance demonstration with the use of their hydrant demonstration trailer. New crew members were able to completely disassemble and reassembled several types of Waterous fire hydrants. Hydrant maintenance was discussed and suggestions were offered to help make us make our maintenance program more efficient.

North Central Technical College was on site with their confined space training trailer. Classroom instruction was followed up with hands-on training in the confined space trailer. All crew members were trained in confined space entry and rescue practices.

The aeration tower replacement project is well underway. The old aerator was successfully cut apart removed through an existing window opening. The new aerator was brought in building in pieces and then welded together once inside the building. We were able to avoid large scale disruption of the building and expenditures of money by bringing the aerator into the building in smaller pieces although this made the project more labor intensive.

Crews have been winterizing fire hydrants.

**HOUSING REHABILITATION COMMITTEE MEETING
OCTOBER 14, 2015**

PRESENT: Jim Benson, Tom Henseler, Bob Leshner

ABSENT: Chris Jockheck

OTHERS: Kris Pethick (CAP Services), City Administrator Steve Barg

Jim Benson called the meeting to order in the 7th floor conference room of City Hall at 8:02 a.m.

Henseler nominated Benson for committee chairperson. Motion by Henseler, second by Leshner to close nominations and elect Benson as chairperson. Motion carried (Benson abstained).

Pethick gave a brief program status update, and addressed questions from committee members.

Motion by Henseler, second by Leshner to approve transferring \$10,000 from the Administrative budget to the Project budget. Motion carried.

Motion by Leshner, second by Henseler to adjourn. Motion carried. Benson declared the meeting adjourned at 8:16 a.m.

Respectfully submitted,

Steve Barg
City Administrator

CITY OF MARSHFIELD JOINT REVIEW BOARD
MEETING ON PROPOSED TID NO. 10 PROJECT PLAN

PRESENT: Brenda Dillenburg, MSTC; Mike Martin, Wood County; Pat Saucerman, School District of Marshfield; Mike Kobs, Member-at-large; and Keith Strey, City of Marshfield
ABSENT: None
OTHERS: Dan Lindstrom, Vierbicher; Jason Angell, Planning & Economic Development Director

The meeting was called to order by Chairperson Strey on October 14, 2015 at 2:00 p.m. in Room 108, City Hall Plaza. Roll call was taken.

Approve minutes – September 2, 2015

Kobs moved and Martin seconded the motion to approve the September 2nd minutes as presented. Motion carried.

Review TID No. 10 Project Plan and Common Council resolution

Lindstrom reviewed the TID No. 10 project plan, and the resolution approved by the Common Council on September 30th. He addressed questions and concerns raised by Board members.

Consider Joint Review Board resolution approving creation of TID No. 10

Dillenburg moved and Martin seconded the motion to approve the proposed resolution creating TID No. 10 as presented. Motion carried.

With no further business before the Board, Strey declared the meeting adjourned at 2:15 p.m.

Respectfully submitted,

Jason Angell
Planning & Economic Development Director

JUDICIARY AND LICENSE COMMITTEE
MINUTES OF OCTOBER 19, 2015

Meeting called to order by Chairperson Wagner at 4:45 p.m., in the Executive Conference Room, City Hall Plaza.

PRESENT: Alderpersons Ed Wagner, Alanna Feddick and Gordon Earll

ABSENT: None

ALSO PRESENT: Police Chief Gramza and City Clerk Hall

JLC15-124 Motion by Earll, second by Feddick to approve the minutes of the October 6, 2015 meeting.

Motion carried

CITIZEN COMMENTS

None

JLC15-125 Motion by Feddick, second by Earll to approve by unanimous consent the following:

- a) Nine (9) Beverage Operator Licenses for the 2015-2017 license year to: Taylor Champa, Rick Dickman, Audrey Doney, Stephanie Gaffney, Jessica Hawes, Alex Lorek, Cassandra Weigel-Matson, Pamela Tyznik and Charlene Wienke.
- b) Temporary Class "B"/"Class B" Retailer's License (Picnic) to Columbus Catholic School for November 13-14, 2015.

Motion carried

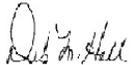
No items were removed from the consent agenda.

Future Agenda Items

None

Motion by Earll, second by Feddick to adjourn at 4:48 p.m.

Motion carried



Deb M. Hall
City Clerk

BOARD OF PUBLIC WORKS MINUTES
OF OCTOBER 19, 2015

Meeting called to order by Chairman Buttke at 5:00 PM in the Council Chambers of City Hall Plaza.

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

EXCUSED: None

ALSO PRESENT: Mayor Meyer; Aldermen Earll and Reinart, City Administrator Barg; Director of Public Works Knoeck; Finance Director Strey; City Engineer Turchi; Assistant City Engineer Cassidy; Street Superintendent Winch; Parks & Recreation Director Casperson; Cemetery Coordinator Baltus; Library Director Belongia; Phil Severson – Strand Associates, Inc; the media; and others.

PW15-112 Motion by Feirer, second by Cummings to recommend approval of the minutes of the October 5, 2015 Board of Public Works meeting.

Motion Carried

Citizen Comments – None

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

Phil Severson, Strand Associates, Inc. presented the 2015 Wastewater User Fee Study.

PW15-113 Motion by Jockheck, second by Feirer to recommend approval of the revised Wastewater User Charges as presented in Table 2 of Strand Associates, Inc. memo dated October 13, 2015, to be adopted with an effective date of January 1, 2016 and request an ordinance be drafted for Common Council consideration.

Wagner voted No. Motion Carried

PW15-114 Motion by Feirer, second by Jockheck to recommend approval to move forward with Phase II of the agreement with Zimmerman Architectural Studios, Inc. for design development for the Community Center for the Everett Roehl Marshfield Public Library and Community Center project.

Motion Carried

PW15-115 Motion by Feirer, second by Cummings to recommend approval of an amendment to the agreement with The Boson Company for construction manager services for Phase II of the Everett Roehl Marshfield Public Library & Community Center project at a cost of \$36,800 and authorize execution of the amendment.

Motion Carried

PW15-116 Motion by Jockheck, second by Wagner to recommend approval of the proposal submitted by Beaver Creek Nursery & Landscape LLC for snow removal services for 2015 – 2020 for various Parks & Recreation locations.

Motion Carried

PW15-117 Motion by Wagner, second by Feirer to recommend approval of the schedule for 8th Street Lift Station project as presented and authorize advertising for bids.

Motion Carried

PW15-118 Motion by Cummings, second by Wagner to recommend approval of the WisDOT plans for pavement replacement on STH 13/Veterans Parkway from McMillan Street to the north City limits and authorize the Director of Public Works to sign the plans on behalf of the City.

Motion Carried

Barg presented summary of the Cemetery Chapel discussion over the last 18 to 20 months or so. The Board heard from Myron Silberman, original architect for the Chapel back in 1976. As of a week ago, there were no real responses for funding, and he was thinking that the best they could do was to try to keep the walls up as a memorial for 140 some Marshfield soldiers who have given their life for our country. He received a call last week from Carrol Vaughn, of Tulsa, Oklahoma who had some interest in saving the chapel. He explained the condition of the chapel to Mrs. Vaughn. Dennis Immerfall, a local architect, has done a thorough assessment of the building identifying all that needs to be done. The Vaughn family does not want to see the chapel razed and is interested in setting up a foundation to fund repairs to the chapel. Myron is aware of a similar situation in Spooner, WI where an effort was made to save their chapel as a place to house cremated remains. The chapel could actually be used for several purposes. Myron feels that this could come together quickly as the Vaughn family is quite determined to save the chapel, as is he. He will be heading to Florida soon and will return in May of 2016.

PW15-119 Motion by Wagner, second by Cummings to recommend deferring action on the Vaughn-Hansen Memorial Chapel at Hillside Cemetery until May of 2016 and ask Mr. Silberman to come back with a report on the efforts of the Vaughn family to create a foundation and the amount of funds that they have been able to raise for the building.

Motion Carried

Recommended items for future agendas: None

Motion by Wagner, second by Cummings that the meeting be adjourned at 6:02 PM.

Motion Carried

Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS

**Economic Development Board meeting
October 20, 2015**

Present: Buttker, Dickrell, Sennholz, Staab, Trussoni, Michalski
Absent: Wagner, Meissner
Others: Angell, Barg and Mayor Meyer

Sennholz called the meeting to order at 8:00 a.m. in Room 108 of the City Hall Plaza.

Conflicts of interest

No members indicated that they had a conflict of interest with anything on the agenda.

Citizen Comments

None

Closed Session

Motion by Buttker, second by Dickrell to adjourn to closed session under Wisconsin Statutes 19.81(1)(e), "Deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reason require a closed session: The purpose of the closed session is to consider the possible development within the Tax Increment District #7. Roll Call vote, all ayes (time 8:01 a.m.) **Motion carried**

Present in closed session; Trussoni, Dickrell, Staab, Barg, Michalski, Buttker, Wagner, Sennholz, Mayor Meyer, and Angell

Motion by Buttker, second by Trussoni to go into open session. Roll call vote, all ayes, (Time 9:01 a.m.) **Motion carried**

No action was taken in open session

Motion by Buttker, second by Dickrell to adjourn at 9:04 a.m.

Respectfully submitted,

Jason Angell
Director of Planning of Economic Development

**CITY PLAN COMMISSION
MARSHFIELD, WISCONSIN
MINUTES OF OCTOBER 20, 2015**

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

PRESENT: Mayor Meyer, Ed Wagner, Bill Penker, Ken Wood & Joe Gustafson
(arrived at 7:02 PM)

EXCUSED: Josh Witt, Laura Mazzini

ABSENT: None

ALSO PRESENT: Director of Public Works Knoeck; Planning & Economic Development Director Angell; City Planner Miller; Zoning Administrator Schroeder; the media and others.

PC15-67 Motion by Wood, second by Penker to recommend approval of the minutes of the September 15, 2015 City Plan Commission meeting.

Motion Carried

PC15-68 Motion by Wagner, second by Penker to recommend approval of the minutes of the September 28, 2015 City Plan Commission meeting.

Motion Carried

Citizen Comments: None

PUBLIC HEARING - Rezoning request by the City of Marshfield to change the zoning from "RH-35" Rural Holding to "GI" General Industrial, for property located east of the intersection of South Galvin Avenue and Yellowstone Drive (Parcel No. 33-07087) legally described as: SW ¼ of the SW ¼ of Section 15, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin, excluding all dedicated rights-of-way.

COMMENTS: None

PC15-69 Motion by Wood, second by Gustafson to recommend approval of the rezoning request by the City of Marshfield to change the zoning from "RH-35" Rural Holding to "GI" General Industrial, for property located east of the intersection of South Galvin Avenue and Yellowstone Drive (Parcel No. 33-07087) legally described as: SW ¼ of the SW ¼ of Section 15, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin, excluding all dedicated rights-of-way, and request an ordinance be drafted for Common Council consideration.

Motion Carried

PC15-70 Motion by Wood, second by Penker to recommend approval of the Master Sign Plan Request by Stratford Sign Company, representing St. Vincent De Paul with exceptions to exceed the maximum sign allowance per façade of 200 square feet and to allow an internally lit wall sign to not directly face the right-of-way or face a customer parking lot on the south façade, located at 149 and 157-169 North Central Avenue (parcels 33-00050 and 33-00051), zoned "DMU" Downtown Mixed Use district, subject to the following conditions:

1. All proposed signage is allowed as presented.
2. Future signage for the West, North and East facades may not exceed the maximum façade allowance and may be approved administratively.
3. Any future proposed signage on the south façade will require an amendment to the master sign plan.

Motion Carried

Items for Future Agendas:

- Miller reported that staff will be doing a sign code update and an update to the cell tower ordinance in the coming months.

Staff Updates:

- a. Comprehensive Plan Update – 2 meetings with the steering committee so far. They have been working on a citizen survey and planning for a kickoff meeting to be held in January.

There being no objections, Chairman Meyer adjourned the meeting at 7:13 PM.

Daniel G. Knoeck, Secretary
CITY PLAN COMMISSION

City of Marshfield
City Hall Plaza
630 S. Central Avenue
Suite 515
Marshfield, WI 54449



Keith R. Strey, CPA
Finance Director
(715) 387-3033
Fax (715) 384-7831
keith.strey@ci.marshfield.wi.us

TO: MAYOR AND COMMON COUNCIL
FROM: KEITH R. STREY, FINANCE DIRECTOR
SUBJECT: CONSIDERATION OF SHARED-RIDE TAXI CAB FARE RESTRUCTURING AND DISCONTINUING SHUTTLE BUS SERVICE
DATE: 10/22/2015

BACKGROUND

Earlier this fall, two potential change options were identified for the Shared-ride taxi service for Common Council consideration. The main purposes for the proposed changes are to eliminate confusion, increase administrative efficiency and maximize service hours for the primary in-city shared-ride taxi service where the greatest need exists due to increasing ridership and wait times.

ANALYSIS

The Mayor and City staff continue to work closely with Running, Inc. to evaluate this service and discuss options for improvement. Recently we presented two changes for your consideration which are:

1. Discontinue Shuttle Service to Tomah due to extremely low ridership and annual \$20,000+ loss
2. Create a single blended rate vs. the current two tier fare structure (Full & Discounted)

As presented previously, the shuttle service is required to be provided under the current City contract four days a week (Monday, Wednesday, Friday and Sunday). This takes approximately 4 to 5 hours of contracted service hours each day it is provided starting at 11:30 a.m., the additional vehicle mileage and additional cost per hour to the service. Riders using the shuttle service pay a higher fare as well, currently set at \$17 one-way. This current contract requirement commits up to 1,040 of 26,667 of total contracted hours annually (3.9% of service hours). When comparing the attached analysis of average shuttle ridership (0.21%) and the 3.9% contract commitment, it demonstrates a significant mismatch of contract service hour obligations to actual ridership need. For 2014, only 169 shuttle trips out of the 92,316 total were provided. Shuttle service is on an overall declining trend on analysis and with growing wait time issues for service within the City, we are presenting the option of discontinuing the Shuttle Service to Tomah effective 1/1/16 for Common Council consideration to reallocate those service hours to service within the City of Marshfield.

The City of Marshfield currently has two fares for shared ride taxi service within the city limits and another for the shuttle to Tomah. Current fares are: Full - \$4.85, Discounted (Senior/Disabled) - \$2.75 and Shuttle - \$17. In order to receive the discounted fare (excludes Tomah Shuttle), riders were previously required to obtain a card from the Mayor's office with supporting documentation for the type of discount requested (i.e. Senior status or doctor's note for disability). This process created confusion/frustration for riders, tough situations for riders/drivers/city staff alike as well as additional administrative cost for the City to use this approach. Earlier this year, the City's supply of

cards ran out and the Mayor, staff and Running, Inc. agreed to discontinue issuing new cards and Running, Inc. would honor rider requests for discounts.

In analyzing the 2014 service statistics with Running, Inc. along with 2015 ridership to date, ridership increased in comparison to the last three years with Radio Cab, but the breakdown of ridership by fare types was relatively consistent overall. Over 81% of ridership fares are at the discounted rate over the last four years. That is notable as it indicates that the City has a potential option of simplifying the rate structure to address the challenges mentioned earlier. We worked with the accounting firm for Running, Inc. to complete analysis on the estimated impact to the rates if a blended rate with and without Shuttle Service is adopted effective January 1, 2016.

This analysis determined that the City could implement blended rates for 2016 as follows:

1. \$3.00 per ride (**without Shuttle Service**)
2. \$3.25 per ride (**with Shuttle Service**)

If the Common Council decided to eliminate the Shuttle Service, the plan is to reallocate those contractually obligated 1,040 hours to the in-city shared-ride taxi service to address growing wait time issues as a result of increased ridership. It is estimated that this change would result in an additional 3,500 in-city rides being provided vs. the 169 shuttle rides in 2014 and eliminate the \$20,000+ loss the current shuttle service has. The \$3.00 blended rate for this option represents a \$0.25 cent increase from the current discounted rate of \$2.75. This would be the first fare increase in three years for this service.

If the Common Council decided to retain Shuttle Service as currently provided, it would result in a \$0.50 increase compared to the current discounted fare of \$2.75. It would also create a situation where wait times for in-city rides would continue to be a challenge at peak times. During conversations on this issue with Running, Inc., they attribute this to peak time demand exceeding service hour availability as defined in the annual contract and operating grant limitations.

In response to previous Common Council presentation concerns and direction for public outreach for feedback, the Mayor and Running, Inc. worked together to solicit public comment on these potential changes. The response has been minimal overall. Mayor Meyer and staff will be present to share feedback received to this point in the discussion.

In closing, Mayor Meyer, Administrator Barg, Running, Inc. and myself all agree that it is in the best interest of the City and the overall program that these changes be implemented effective January 1, 2016 based on the in-city service improvement for wait time reduction and elimination of the significant revenue loss from the current shuttle service. If the Common Council agrees with our recommendation, staff will proceed with scheduling a public hearing on November 24th, with final action on 2016 fares and service change that evening.

RECOMMENDATION

Mayor Meyer and staff recommend that the Common Council direct staff to schedule a Public Hearing November 24, 2015 on proposed fare changes to a single blended rate of \$3.00 with elimination of shuttle service to Tomah effective January 1, 2016 with final action planned for that evening.



City of Marshfield Memorandum

TO: Mayor Meyer & Common Council
FROM: Josh Miller, City Planner
DATE: October 26, 2015

RE: First Reading – Ordinance No. 1321 Rezoning Request by the City of Marshfield to change the zoning from “RH-35” Rural Holding to “GI” General Industrial, for property located east of the intersection of South Galvin Avenue and Yellowstone Drive (Parcel No. 33-07087).

Background

The City of Marshfield is proposing to rezone one parcel located east of the intersection of South Galvin Avenue and Yellowstone Drive from “RH-35” Rural Holding to “GI” General Industrial to allow this property to be developed for manufacturing. Although it is one parcel, it was split by the realignment of Yellowstone Drive with a small triangular piece lying south of Yellowstone Drive. This rezoning request covers both pieces of land.

The 35-acre property is currently being farmed and is part of the Yellowstone Industrial Park, located in Tax Incremental District #7. If the rezoning is approved, the southern half of the parcel would be planned for manufacturing development, and the north half would likely remain as farmland until it is developed in the future.

Analysis

According to the 2007 City of Marshfield 20 year Comprehensive Plan, this specific area is identified as “General Industrial.” Rezoning the property to “GI” General Industrial, would match the designated land use shown on the Future Land Use map for this area.

Based on the neighborhood context, the surrounding land uses, similar properties, and future growth patterns it is reasonable to consider a rezoning of this property and adjacent properties in the future to “GI” General Industrial.

The Zoning Code requires a review of any zoning map amendment with the following criteria:

1. Advances the purposes of this Chapter as outlined in Section 18-03 and the applicable rules of Wisconsin Department of Natural Resources (WisDNR) and the Federal Emergency Management Agency (FEMA).

Section 18-03 refers to the protection of health, safety, morals, comfort, convenience, and general welfare of the public. Rezoning land that is located in an industrial park, to industrial zoning, would allow future manufacturing uses to be located near other manufacturing uses and away from incompatible residential uses. The northern part of the property does contain an intermittent stream based on GIS data. If that area does become developed, any regulations pertaining to shoreland zoning will be followed. Based on the available data, there are no identified floodplains or wetlands on the subject property.

2. Is in harmony with the recommendations of the Comprehensive Plan.

The Future Land Use Map identifies this area as “General Industrial”. According to the Comprehensive Plan, this planning district has been designated to provide locations for the various manufacturing and industrial districts and intensities allowed by City zoning. This includes the M1, M2, and M3 (now the IP, LI, and GI) districts. Areas given this planning designation have good highway access and limited conflicts with residential areas. Thus, this area is planned to support a range of employment uses, including more intense uses as allowed by zoning. As opportunities for reinvestment and redevelopment occur, the appearance of building facades exposed to the public view, especially those visible from Veterans Parkway should be improved. Aesthetic treatments should include the use of high quality building materials, improved window treatments, screening, and landscaping.

3. Maintains the desired overall consistency of land uses, land use intensities, and land use impacts within the pertinent zoning districts.

The surrounding properties to the north and south are zoned “GI” General Industrial. Property to the west of Galvin Avenue is zoned “CMU” Community Mixed Use. Property to the east of the subject property is zoned “RD” Research and Development, but the majority is zoned for general industrial. Since the majority of the surrounding properties are zoned “GI” General Industrial, rezoning this parcel to “GI” is consistent with the Comprehensive Plan and the future growth pattern of the industrial park.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
 - a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
 - b. A mapping mistake was made. If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land

- use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.
- c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.

There is demand for new manufacturing development in the Yellowstone Industrial Park and the current zoning does not match the designation of the Future Land Use map in the Comprehensive Plan.

Plan Commission Recommendation

A public hearing was held on October 20, 2015 where no public comment was made. The Plan Commission recommended approving the proposed ordinance as presented.

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

To allow the proposed project to continue moving forward, and to break ground yet this year, staff is requesting that the rules be suspended and action be taken after the first reading. Staff is recommending approval of Ordinance No. 1321 to rezone the property from "RH-35" Rural Holding to "GI" General Industrial.

Attachments

1. Ordinance 1321
2. Location Map

Concurrence:



Jason Angell
Planning and Economic Development Director



Steve Barg
City Administrator

ORDINANCE NO. 1321

AN ORDINANCE REZONING AN UNADDRESSED PARCEL EAST OF THE INTERSECTION OF SOUTH GALVIN AVENUE AND YELLOWSTONE DRIVE, PARCEL 33-07087, FROM “RH-35” RURAL HOLDING DISTRICT TO “GI” GENERAL INDUSTRIAL DISTRICT.

WHEREAS, the Common Council of the City of Marshfield, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below; and

WHEREAS, the City Clerk, having published a Notice of Public Hearing regarding such change in zoning and, pursuant thereto, a public hearing having been held on the 20th day of October, 2015 at 7:00pm, and the Plan Commission having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

SECTION I. Zoning

The following described property is hereby rezoned from “RH-35” Rural Holding District to “GI” General Industrial District, as set forth in, and regulated by, the provisions of Chapter 18, Marshfield Municipal Code:

The SW ¼ of the SW ¼ of Section 15, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin, excluding all dedicated rights-of-way.

SECTION II. Effective Date

This Ordinance shall be effective upon passage and publication as required by law and the Zoning Administrator is hereby directed to make the necessary changes to the Zoning Maps forthwith.

ADOPTED: _____

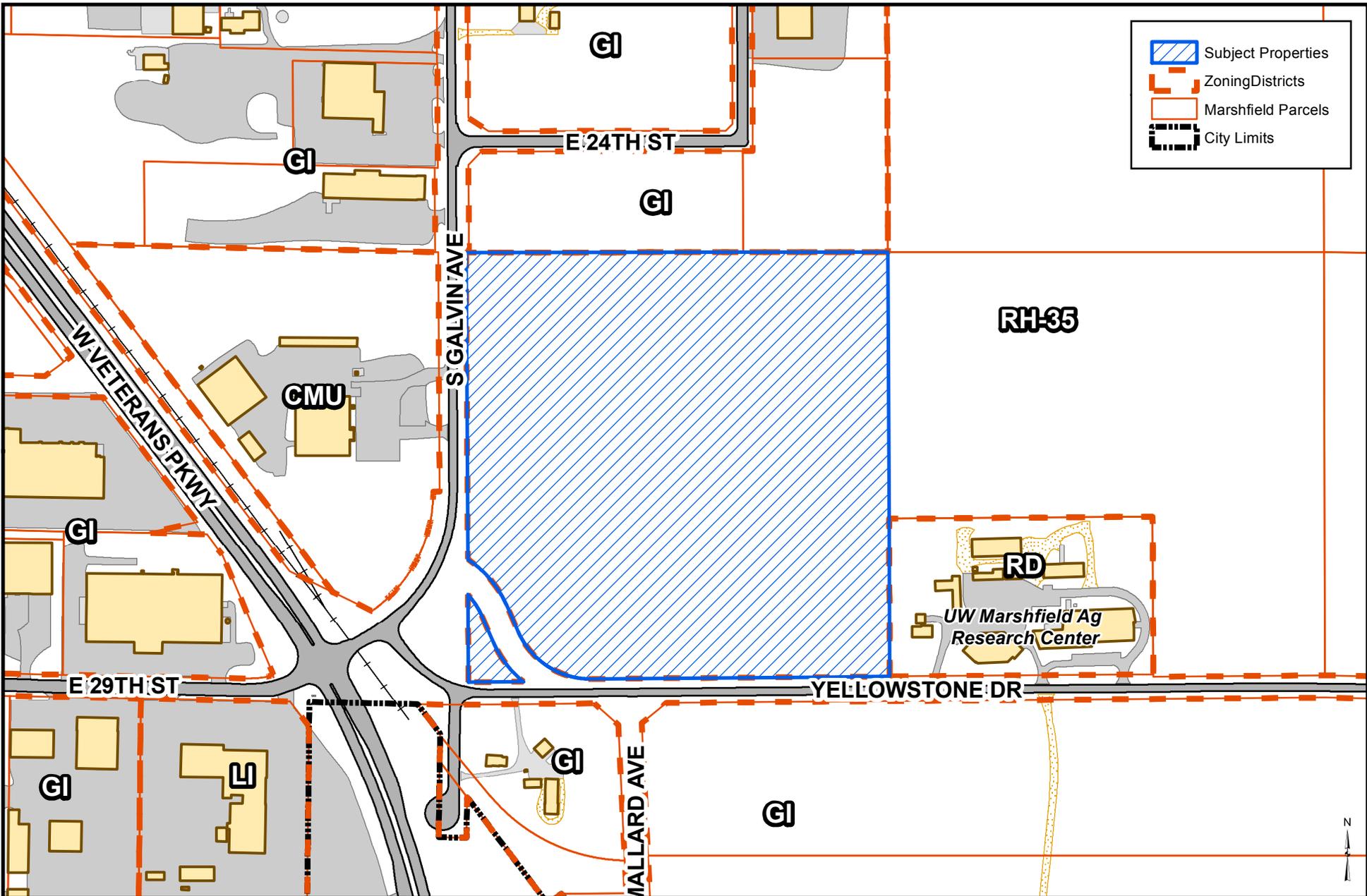
Chris L. Meyer, Mayor

APPROVED: _____

ATTEST: _____

PUBLISHED: _____

Deb M. Hall, City Clerk



RZN Request: 'RH-35' to 'GI' Parcel 33-07087
City of Marshfield - Plan Commission
Meeting Date: October 20, 2015

Map Not To Scale
 For Reference Only

ATTENTION: The representation of data presented herein is intended for reference purposes only; the City of Marshfield assumes no responsibility for the accuracy of the information provided. Any duplication without consent is prohibited.

ORDINANCE NO. 1322

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:

	<u>Effective 01/01/15</u>	<u>Effective 01/01/16</u>
Fixed Monthly Charge	\$18.35	\$18.45
Volume Charge	\$4.04/100 cu. ft. \$5.40/1000 gal.	\$4.11/100 cu. ft. \$5.50/1000 gal.

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

	<u>Effective 01/01/15</u>	<u>Effective 01/01/16</u>
Fixed Monthly Charge	\$18.35	\$18.45
Volume Charge	\$4.04/100 cu. ft.	\$4.11/100 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:

	<u>Effective 01/01/15</u>	<u>Effective 01/01/16</u>
Holding Tank Waste:		
Volume Charge	\$12.72/100 cu. ft. or \$17.00/1000 gal.	\$12.79/100 cu. ft. or \$17.10/1000 gal.
Portable Toilet Waste:		
Volume Charge	\$39.09/ 100 cu. ft. or \$52.25/1000 gal.	\$39.24/100 cu. ft. or \$52.45/1000 gal.
Septic Tank Waste:		
Volume Charge	\$74.06/100 cu. ft. \$99.00/1000 gal.	\$74.43/100 cu. ft. \$99.50/1000 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

DATE: October 22, 2015
TO: Mayor Meyer & City Council
FROM: Steve Barg, City Administrator
RE: Transfer of land from Rogers Cinema, Inc. to City of Marshfield

Background

On June 9th, Council approved the attached development agreement with Rogers Cinema, Inc. The intent was that the developer would remove an existing building at the northeast corner of South Central Avenue and East 5th Street, and install a landscaping and garden terrace in its place. With this project now substantially completed in accordance with the agreement, the developer has provided the attached quit claim deed to transfer ownership of this property to the City of Marshfield.

Recommendation

Staff recommends that the Council approve this land transfer, and authorize City staff and the City Attorney to complete this transaction, and to record the deed with Wood County.

**RESOLUTION
FOR ROGERS CINEMA INC.**

By the Board of Directors of ROGERS CINEMA INC., a Wisconsin limited liability company with principal offices located in Marshfield, Wisconsin;

RESOLVED, that PAUL J. ROGERS, Chairman of the Board, is authorized for and on behalf of Rogers Cinema Inc. to sign any and all documents necessary for the gifting of vacant property located on Central Avenue, Marshfield, WI to the City of Marshfield, which is owned by Rogers Cinema Inc.

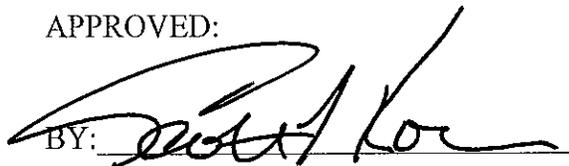
I certify that I am custodian of the records and that the foregoing is a true and correct copy of resolutions duly adopted in accordance with law and the Articles of Incorporation and Bylaws of said Corporation by unanimous consent and that said resolutions, not being in conflict with those Articles or Bylaws, is now in full force and effect.

Dated this 9 day of October, 2015.

ROGERS CINEMA INC.

BY: 
Jennifer Koran, Secretary

APPROVED:

BY: 
Scott L. Koran, President



Document No.

2015R09179

SUSAN E. GINTER
WOOD COUNTY
REGISTER OF DEEDS

RECORDED ON
10/08/2015 09:51AM

REC FEE: \$30.00

EXEMPT #: N/A
PAGES: 2

This document has been electronically recorded
and returned to the submitter.

PARTIAL RELEASE OF MORTGAGE - BY LENDER

The undersigned Lender hereby releases from the lien and the operation of mortgage executed by **Rogers' Cinema, Inc., a Wisconsin Corporation**, to Lender and recorded in the office of the Register of Deeds of **Wood County, Wisconsin**, as Document No. **2005R14580** only the following portion of the mortgaged real estate in the above said county, State of Wisconsin:

SEE ATTACHED LEGAL DESCRIPTION.

X If checked here, real estate description continues or appears on attached sheet.

Recording Area

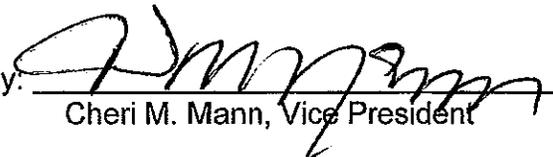
Name and Return Address
BMO HARRIS BANK, N.A.
PO BOX 2045
MILWAUKEE, WI 53201

Parcel Identifier No.

State of WISCONSIN
County of WAUKESHA

Dated: October 7, 2015

BMO Harris Bank, N.A., successor-in-interest
to M&I MARSHALL & ILSLEY BANK,

By: 
Cheri M. Mann, Vice President

on October 7, 2015

by Cheri M. Mann, as Vice President of
BMO Harris Bank N.A.

ANDREW POPP
NOTARY PUBLIC
STATE OF WISCONSIN


Andrew Popp
Notary Public, State of Wisconsin
My Commission expires on May 26, 2018.

This instrument was drafted by:
Andrew Popp

PS51919 BUC#: 07804

LEGAL DESCRIPTION

OUTLOT 1 (OL-1) OF WOOD COUNTY CSM #9935 RECORDED ON AUGUST 14, 2015 IN THE WOOD COUNTY REGISTER OF DEEDS IN VOLUME 36 ON PAGE 35, AS DOCUMENT NO. 2015R07243; BEING A PART OF LOT 1 OF BLOCK 95 OF THE FIRST ADDITION TO THE CITY OF MARSHFIELD AND ALSO BEING PART OF THE SW 1/4 OF THE NW 1/4 OF SECTION 8, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN.

DEVELOPMENT AGREEMENT

451 & 453 SOUTH CENTRAL AVENUE

THIS AGREEMENT TO UNDERTAKE DEVELOPMENT made this _____ day of June, 2015, by and between the CITY OF MARSHFIELD, a municipal corporation, hereinafter referred to as "CITY" located at 630 South Central Avenue, Marshfield, WI 54449 and Rogers Cinema, Inc. of Marshfield, Wisconsin, hereinafter referred to as "DEVELOPER".

WHEREAS, DEVELOPER wishes to raze the existing structures on the property currently owned by him at 451 & 453 S. Central Avenue, Marshfield, Wisconsin and install landscaping and a garden terrace on the property site in conjunction with assistance from the Marshfield Area Community Foundation and other community sponsors and gift said property to CITY after completion of the project; and

WHEREAS, CITY has approved landscaping and garden plan and intends to accept the same upon completion, said plan is attached hereto and incorporated herein as EXHIBIT A; and

WHEREAS, DEVELOPER has requested a cost of demolition contribution from CITY; and

WHEREAS, this Agreement is intended to provide for certain duties and responsibilities of the CITY and DEVELOPER in order to cause the orderly demolition of existing structures and development of said improvements within the City of Marshfield;

NOW, THEREFORE, it is hereby agreed as follows:

I. COMMITMENTS OF PARTIES

In consideration of the conditions set forth below, the CITY will work with the DEVELOPER to ensure an orderly development occurs on the Development Site located at 451 & 453 S. Central Avenue, Marshfield, Wisconsin, more specifically described in Exhibit A attached hereto and incorporated herein as if fully set forth.

A. OBLIGATIONS

In consideration of the obligations of the DEVELOPER as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the City shall:

1. Within the ordinary course of its responsibilities issue any necessary permits subject to the ordinary approval process and the applicable fees are paid to the City.
2. Pay \$25,000 to Marshfield Area Community Foundation – Hardacre Park Fund within 30 days of the completed demolition of the existing structures on the properties and prior to the construction of any landscaping or other improvements to follow demolition operations.

3. If DEVELOPER meets his obligations and deeds the subject property to the CITY, the CITY shall accept the property and treat the same as a gift from DEVELOPER subject to the following conditions:
 - a. The CITY shall maintain said property, the landscaping and improvements on said property in substantially the same design and condition as set forth in the development plan for a period of not less than 20 years from the date of transfer.
 - b. Upon the expiration of the 20 year period, the City shall be permitted to transfer the subject property for use of the property permitted under the then existing zoning regulations.
 - c. If the CITY transfers the subject property prior to the expiration of 20 years from the date of transfer, the City shall make payment to Marshfield Area Community Foundation in an amount equal to the value of the property as of the date of transfer less \$25,000 subject to a reduction of this value based on the number of years having passed from the date of transfer each reducing said value by 1/20th.

B. DEVELOPER OBLIGATIONS

In consideration of the obligations of the CITY as set forth herein, the sufficiency and receipt of which is hereby acknowledged, the DEVELOPER shall:

1. The DEVELOPER shall submit to CITY for its approval prior to commencement of any demolition or construction on the Development Site, a site plan showing by way of illustration without limitation, the proposed landscaping and other proposed improvements on the Development Site which shall be consistent with all applicable CITY Ordinances and regulations. All necessary permits shall also be required in accordance with the CITY Ordinance(s). The DEVELOPER is required to meet any conditions set forth by the CITY as part of any site plan approval process.
2. DEVELOPER shall first demolish and raze all existing structures to ground level and a dust and debris free condition:
 - a. As part of this project, DEVELOPER shall demolish the existing structures and all footings, foundations, slabs, debris and other components shall be completely removed from the development site.
 - b. DEVELOPER shall conduct a pre-demolition asbestos inspection and comply with any necessary permitting process with DNR and proper removal and disposal prior to demolition.
 - c. All sewer and water laterals shall be properly capped by DEVELOPER.
 - d. DEVELOPER shall be responsible for any repairs to the sidewalk butting the development site along Central Avenue as part of the development project.
3. Subsequent to the completion of the demolition of the existing structure as well as DEVELOPER'S other responsibilities as set forth in Paragraph 1 above, DEVELOPER shall establish and maintain the required landscaping in accordance with the landscaping plan of the site plan

and the requirements of CITY ordinances until the property is transferred to the CITY as provided for herein.

4. If DEVELOPER does not meet any of the obligations contained herein, the CITY may take such action necessary to meet DEVELOPER'S obligations including the installation of the landscaping per the approved design, and all reasonable costs incurred in meeting such requirements shall be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be charged to the property on the tax roll.
5. During the site development process the DEVELOPER shall maintain the site in an effort to reduce any negative effects of construction on neighboring properties. No stock piles of soil, rocks, or other construction remnants shall be left on the site upon completion of construction. If the DEVELOPER does not meet this requirement, the CITY may perform corrective action and all reasonable costs will be invoiced to the DEVELOPER. Any unpaid portion of the invoice will be charged to the property on the tax roll.
6. DEVELOPER shall complete the installation of the landscaping and other improvements in accordance with the approved plan on or before November 15, 2015.
7. Upon completion of the landscaping and other planned improvements, DEVELOPER shall deed the property to CITY. Such transfer shall be completed on or before October 14, 2015. The transfer of property shall be treated as a gift despite the terms of this agreement.
8. Developer shall indemnify and hold harmless the CITY and its officers, agents, representatives and assigns from any and all liability arising out of the demolition of the property, installation of any landscaping or the construction of improvements including any claims arising out of any environmental condition prior to the transfer to the CITY. DEVELOPER shall take any and all recommended action to ensure that no environmental condition exists affecting the value or impacting the use of such property.
9. In the event that the DEVELOPER fails to meet any of the above enumerated obligations, the CITY shall not be obligated to accept the transfer of said property and DEVELOPER shall not be entitled to the \$25,000 payment from the CITY and in the event said payment has already been received from the CITY, DEVELOPER shall make immediate repayment of said sum to CITY.

II. GENERAL REQUIREMENTS

A. EFFECTIVE DATE

This Agreement shall be effective on the date it is last executed by the authorized representatives of the parties hereto, as evidenced below.

B. DEFAULT

A default is defined herein as either party's breach of, or failure to comply with, the terms of this Agreement.

1. Remedies on Default. In the event of any default in or breach of this Agreement of any terms or conditions by any party hereto, or any successor in interest to such party, such party or successors shall cure or remedy such default or breach within thirty (30) days written notice of default describing the nature of the default, what action, if any, is deemed necessary to cure the same and specify a time period of not less than thirty (30) days in which the default may be cured by the defaulting party. In case such action is not taken or the defaulted breach cannot be cured or remedied within the aforesaid time, the non-defaulting party may institute such proceedings that may be necessary or desirable in its opinion to cure the default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breached obligation(s). If such a proceeding is commenced, the prevailing party in such proceeding shall be entitled to recover from the other party its reasonable costs incurred in such proceeding, including reasonable attorney fees.
2. Rights and Remedies. The rights and remedies of the parties under this Agreement, whether by law or provided by this Agreement, shall be cumulative and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it at the same or different time of any such other remedies for the same event of default or breach or any of its remedies for any other default or breach by any other party.

C. TERM

This Agreement shall terminate and be of no further force and effect upon the commitments of parties enumerated herein and in no event longer than 20 years from the date of the transfer of the subject property.

D. NOTICE

Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By sending the document or written notice, postage or fees prepaid, by U.S. Mail registered or certified mail, return receipt requested, or by a nationally recognized commercial overnight delivery system addressed to the party at:

DEVELOPER: Rogers Cinema, Inc.
Attention: Paul Rogers
P.O. Box 280
Marshfield, WI 54449

CITY: City of Marshfield
City Administrator

630 S. Central Ave.
Marshfield, WI 54449

WITH COPY TO: Harold C. Wolfgram
Wolfgram, Gamoke & Hutchinson, S.C.
114 West Fifth Street
Marshfield, WI 54449

Roger Deffner
Deffner Law Firm, S.C.
1803 Stewart Avenue
Wausau, WI 54401

2. By giving the document or written notice personally to the party.

E. MISCELLANEOUS PROVISIONS

1. Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement nor shall it be deemed a waiver of any subsequent default or defaults of the same type. The CITY'S failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the DEVELOPER.
2. Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the CITY and the DEVELOPER.
3. Entire Agreement. This written Agreement and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the DEVELOPER and the CITY.
4. Time. Time is of the essence as to all dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by or results from civil disasters or acts of God. It is the intent of this provision that in the event of the occurrence of any such delay, the time or times of performance of any of the obligations of the party shall be reasonably extended for the period of the delay as determined by the other party, provided that the party seeking the extension due to the delay shall have first notified the other party thereof and requested an extension of the period of the delay.
5. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the parties will be construed as if the part, term, or provision was never part of this Agreement.
6. Immunity. Nothing contained in this Agreement constitutes a waiver of the CITY'S sovereign immunity under applicable law.

7. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement shall be deemed to be proper only if such action is commenced in the Circuit Court for Wood County, Wisconsin. The DEVELOPER expressly waives its right to bring such action in or to remove such action to any other court whether state or federal.
8. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the CITY and DEVELOPER and their respective successors and assigns if the property constituting the Development Site or part thereof is ever transferred to new ownership.
9. Further Assurances and Corrective Instruments. The CITY and DEVELOPER agree that they will, from time to time, execute, acknowledge, deliver, cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the land hereby conveyed or intended so to be, and for carrying out the express intentions of this Agreement.
10. Authority. Each party warrants and represents to each other that the execution of this Agreement by their respective officers or agents has been duly authorized and that this Agreement, when fully executed, constitutes a valid, binding and legally enforceable obligation of itself.
11. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
13. Reservation of Authority. The CITY reserves the authority to impose new or different regulations according to CITY procedure.
14. Recordation. The DEVELOPER shall record the development agreement in the Register of Deeds Office for Wood County, Wisconsin. All costs of recording shall be paid by the DEVELOPER.
15. Effective Date. This Agreement shall be effective as of the date and year first written above.

WITNESS WHEREOF, the parties hereto have executed this Agreement as of the year and date set forth above, and by so signing this Agreement, certify that they have been duly and properly authorized by their respective entities to make the commitments contained herein, intending them to be binding upon their respective entities and to execute this Agreement on their behalf.

Rogers Cinema Inc.

Paul J. Rogers



City of
Marshfield
Memorandum

October 22, 2015

TO: Mayor Meyer and members of the Common Council

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Architectural Services for Evaluation of the Forward Financial Building

BACKGROUND

With the potential for sale and redevelopment of City Hall Plaza, it is necessary for us to start looking at options for relocation of City Hall. The first option under consideration is the purchase of the Forward Financial Building at the corner of 6th Street and Chestnut Avenue. Architectural services are needed to determine what remodeling cost would be necessary to fit City Hall functions into that building.

ANALYSIS

Zimmerman Architectural Studios recently completed a space needs study for City Hall. The required space identified in that report is very similar to the space available in the Forward Financial Building. Zimmerman has provided a proposal (attached) to review the functionality of the Forward building and develop a conceptual floor plan for city hall purposes. The proposal also includes a physical condition assessment of the Forward building. Even though the building is fairly new, it would be prudent to have such an assessment done, as part of our due diligence in evaluating the building. The total cost of the proposal is \$13,500.

RECOMMENDATION

I recommend approval of the proposal from Zimmerman Architectural Studios for architectural services related to the Forward Financial Building, in the amount of \$13,500 and authorize execution of the agreement. I further recommend a budget resolution be drafted for consideration by the Common Council at the November 10, 2015 meeting.

Concurrence: _____
Steve Barg, City Administrator

October 12, 2015

Mr. Dan Knoeck
City of Marshfield
630 South Central Avenue
Marshfield, WI 54449

RE: **City Hall Feasibility Study – Forward Financial Building**

Dear Dan:

Thank you for giving me a call on Friday to study the Forward Financial Building for possible relocation of **Marshfield City Hall**. The requested proposal is to perform an existing building feasibility study to help determine whether the City Hall services can perform functionally at the former Forward Financial Building, 207 West 6th Street. The feasibility study initially includes architectural programming space layouts, based on the findings from the City Hall Needs Analysis report, dated March 31, 2014. The scope is defined as such:

1. Evaluate the report, and backup interview information, and determine spatial needs for each department that currently resides in the City Hall Building, 630 South Central Avenue.
2. Review the 2009 International Existing Building Code, for code conformance as an alteration.
3. Up to one (1) site visit will be included in the fee to discuss a preliminary layout of the space.

The deliverable will be a written narrative that describes the overall findings, as well as a concept floor plan that indicates departmental adjacencies and furniture layouts, along with conceptual budget data.

Our fee for these efforts during design is five thousand dollars (**\$5,000.00**).

Additionally, the report can be expanded to evaluate the physical condition of the Forward Financial Building. The scope to add this service is defined as such:

1. Up to one (1) site visit will be included to tour the building and inspect the architectural, mechanical, electrical and plumbing conditions. Harwood Engineering will provide the mechanical, electrical and plumbing assessment and add to the report. The original construction drawings have been provided for the building in pdf form. Building usage data is not anticipated to be provided.
2. Review the conceptual layout as identified above, and relate the amount of alteration work needed. The information will aid in providing better conceptual budget data.

The deliverable will be added information to the narrative identified above. The additional fee for this effort is eight thousand five hundred dollars (**\$8,500.00**).

City Hall Feasibility Study – Forward Financial Building

October 12, 2015

Page 2 of 2

It is my understanding from our conversation that because of the dynamics of possibly selling City Hall in the coming months, the urgency of the report is high, as the timing of departmental relocation is not known. Zimmerman and Harwood would be prepared to get started on the project very soon after an agreement can be reached. I would be happy to discuss the scope and a fee with you to determine what best fits this project. If you have any questions about this proposal and the scope, feel free to contact me.

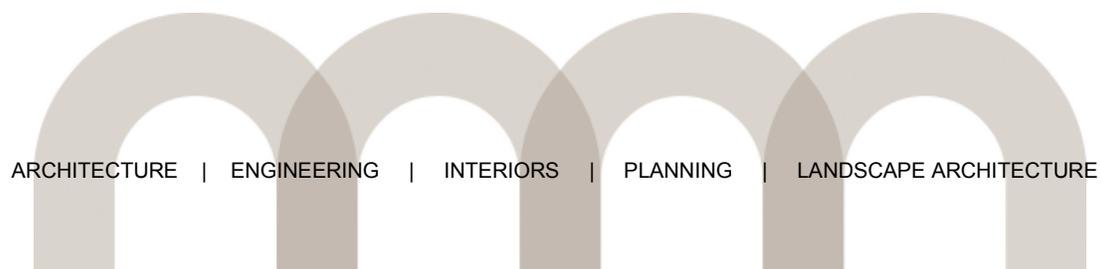
Respectfully Submitted,

Zimmerman Architectural Studios, Inc.

Jack T. Blume, AIA, CDT

Project Architect | Vice President

jack.blume@zastudios.com





City of Marshfield Memorandum

DATE: October 23, 2015
TO: Mayor Meyer & City Council
FROM: Steve Barg, City Administrator
RE: Amended lease with Marshfield Area Pet Shelter, Inc. (MAPS)

Background

On May 12th, the Council approved the attached lease with Marshfield Area Pet Shelter, Inc. (MAPS). Since that time, MAPS has performed considerable work inside the former airport terminal building to make it fully usable for their needs. Based on some issues that have arisen, I am asking that the Council look at amending the lease to make one or more possible changes.

Request/analysis

- **HVAC issue**: I had apparently misunderstood this item, although some other staff understood it correctly. MAPS' need was only for a new ventilation system, not a full HVAC upgrade, and this has now been completed. The attached amended draft lease includes 2 changes to correct this, highlighted at the start of items #4 & #5.
- **Liability insurance**: Section 5(c) of the lease requires that MAPS carry insurance coverage of \$1 million for injuries to any one person, and \$2 million for injuries or damages in any one accident. MAPS would like it to be modified to \$1 million per occurrence and \$2 million aggregate. In checking with our Dennis Tweedale of the League's insurance plan (our carrier), he believes that MAPS request is reasonable.
- **Lease term**: The approved lease had a start date of August 1st, with rent payments to start then. Karen Rau is asking (e-mail attached) that this be changed to October 1st, as MAPS was still working to prepare the building for use during August and September. The City's contract to take cats to this facility began on September 30th.

Recommendation

Staff recommends that the Council approve an amended lease incorporating the changes from the first 2 bullet points noted above, and the 3rd one, if deemed to be appropriate.

Hi Steve,

Looking over the MAPS lease, we noticed the term to start rent payments stated August 1, 2015. Being that we did not actually take occupancy of the building on that date and being that we first took over the city stray cat contract on Sept 30, 2015, we would like to respectfully request that rent payments begin on October 1, 2015. We are 100% volunteer based and finding the time and manpower to complete the work at the building has been challenging.

Thank you in advance for your consideration ... and thanks for all your help to facilitate this for our animals and our community! :)

Karen

LEASE

DATE: May 12, 2015

LANDLORD: City of Marshfield, Wisconsin

TENANT: Marshfield Area Pet Shelter, Inc. (MAPS)

RENTED PREMISES: Property at 210 West 29th Street (former Airport terminal building), including the building and parking lot in their present condition

INITIAL TERM: Access (without rent) as of May 15, 2015 with the actual lease term commencing July 1, 2015 (or immediately upon completion of all required improvements by Tenant) and ending June 30, 2018

RENEWAL OPTION This lease may be renewed for a maximum of seven (7) additional one (1) year periods upon mutual agreement of both parties, with rental payment amounts to be subject Subsection 2 of this lease agreement. Notice of intent to renew shall be in writing and delivered to Landlord at least sixty (60) days before expiration of the initial term of this lease, or at least sixty (60) days before the expiration of a subsequent one-year extension.

1. **TERM.** The initial term of this lease shall be three (3) years starting on August 1, 2015 and ending on July 31, 2018, except for early access provided for in the "initial term" section above.
2. **RENT.** Landlord leases unto Tenant, Tenant leases from Landlord, the Rented Premises together with the improvements now thereon for the Term.

The annual rent for each year of the initial term of the lease shall be as follows:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
8/1/2015 – 7/31/2018	\$6,000.00	\$500.00

For each subsequent year in which the lease is renewed, Rent shall be adjusted by a percentage amount equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U), Midwest Urban Size D - Nonmetropolitan (less than 50,000) as currently published by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year, provided that the increase does not exceed a maximum of 3%.

Monthly payments under this lease shall start on July 1, 2015, and lease payments shall be made on or before the first day of each month during the term of said lease, and any renewals thereof.

3. **QUIET ENJOYMENT.** Tenant shall use the Premises for the purpose of operating a pet shelter as authorized under the terms and conditions of its conditional use permit, approved by the Plan Commission on April 21, 2015, and subsequently by the Common Council on April 28, 2015. The Tenant shall also comply with all of the applicable requirements of the City's Zoning Code and the Airport's campus zoning district, and shall not use, permit or authorize use of the Premises in any unlawful manner, and shall at all times comply with all other applicable governmental regulations.
4. **COVENANTS OF LANDLORD.** Landlord agrees that it shall:
 - a) Furnish air conditioning, heat, and ventilating systems required in Tenant's judgment for comfortable occupancy of the Premises.

- b) Prior to Tenant's occupancy, make all structural repairs to the Premises, including repairs to ceilings, floors, windows, walls, partitions, and doors. Tenant shall be responsible for repairs to any special treatment of walls, partitions, floors, ceilings, or doors made by or at the request of the Tenant, glass doors, glass windows, glass walls, and glass partitions, and repairs made necessary as a result of misuse or neglect by Tenant.
- c) Provide fixtures for purposes of drinking water, lavatory and toilets installed by Landlord. (Ornamental decorative lighting located in the main entryway of the building isn't part of this lease. Landlord will remove this fixture, including any finishing work necessary after removal, prior to occupancy by Tenant.)
- d) Extend and properly maintain security fencing along south side of the property to provide adequate separation from the land necessary for operation of the airport.
- e) Perform required mowing and landscape maintenance of areas outside of the perimeter of the parking lot and access drive.

It is understood that Landlord does not warrant that any of the services referred to above or any other services which Landlord may supply will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall never be deemed an eviction of Tenant's use and possession of the Premises or any part thereof. In the case of interruption of services or of necessary repairs to leased space and/or adjacent areas, Landlord shall make every effort to make such temporary adjustments as may be required to allow Tenant to operate Tenant's business in a normal manner, with minimal inconveniences.

5. **COVENANTS OF TENANT.** Tenant agrees that it shall:

- a) Observe such reasonable rules and regulations as from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of neighbors, Landlord, occupants and tenants of the building. Failure by Landlord to enforce any rules and regulations against either Tenant or any other tenant in the building shall not constitute a waiver thereof;
- b) Give Landlord, its agents and employees, and any other persons authorized by Landlord, access to the Premises at all reasonable times, without charge or diminution of Rent, to enable them to examine the same and to make such repairs, additions and alterations as Landlord may reasonable deem advisable. Such access shall be coordinated by Landlord so as not to diminish business operations of Tenant. Except as expressly provided otherwise in this lease, there shall be no allowance to Tenant or diminution of Rent and no liability on the part of Landlord by reason of any inconvenience, annoyance arising from the making of any reasonable repairs, alterations, additions or improvements in or to any portion of the building or the Premises or in and to the fixtures, appurtenances and equipment thereof;
- c) Keep the Premises in good order and condition, make all repairs which are not Landlord's obligations pursuant to subsection (b) of Section 4, above, and commit no waste on the Premises;
- d) Carry public liability insurance covering injury or death to persons and damage to property in amounts not less than \$1,000,000.00 with respect to injuries to any one person, and not less than \$2,000,000.00 with respect to injuries or damages suffered in any one accident; to name LANDLORD as an additional insured relative to TENANT's use

of the Premises; and to deliver to LANDLORD a certificate of insurance which shall provide that a policy or policies shall not be canceled without at least ten (10) days prior written notice to LANDLORD;

- e) Not place signs on or in the outside walls, windows, or roof of the building, or on the Premises, except as approved in writing by the Landlord.
 - f) Install and properly maintain fencing at the southwest corner of the building to serve as a "run area" for dogs as approved by the Airport Committee, and in full accordance with requirements of the Marshfield Municipal Code.
 - f) Perform required mowing and landscape maintenance of areas within the perimeter of the parking lot to the building, and "run area" adjacent to the building on the south side.
 - g) Provide snowplowing/ice control for the parking lot and access drive, with snow storage generally confined to the east side of the parking area.
6. **INDEMNITY.** Tenant shall defend, indemnify and save Landlord and Landlord's agents harmless from any and all liability, damage, expense, claims, suits, or judgments for injury or damage to persons or property, including property of Tenant, incurred within the Rented Premises arising directly or indirectly from Tenant's use or occupancy of the Rented Premises. Landlord shall defend, indemnify and save Tenant, Tenant's agents and Tenant's guests harmless for any and all liability, damage, expense, claims, suits, or judgments for injury or damage to persons or property incurred outside the Rented Premises in control of Landlord including but not limited to the Landlord-owned common areas of hallways, walkways, patio or waiting areas, restrooms, elevators, sidewalks, parking lot, or space leased to other tenants and arising out of care, maintenance of negligence of the Landlord.
7. **REMODELING, INSTALLATION AND REMOVAL OF FIXTURES.** Tenant may install removable partitions, counters, racks, shelving and equipment incidental to Tenant's trade, and other fixtures or equipment, all of which may be removed by the Tenant upon expiration of this lease or any renewal thereof; provided, that the Tenant shall leave the Premises in good condition and substantially as they were before such removal, reasonable wear and tear excepted. Any additional remodeling of the Premises in subsequent years of this lease shall be subject to written permission from the Landlord. Landlord reserves the right to remove the globe located in the entryway, along with the stainless steel fixture in front of the building, and also the right to gain access to the building at a future date for the purpose of relocating the automated surface observation system (ASOS).
8. **UTILITIES.** Tenant shall be responsible for paying the full costs of all utilities, including but not limited to: water, sewer, heat, electricity, refuse, phone, internet, cable TV, and data costs.
9. **ASSIGNMENT.** Tenant may not assign this lease, or sublet any portion of the rented Premises, without the prior written consent of the Landlord. Landlord shall not unduly withhold consent on requested sublease agreements as long as all of the lease terms and conditions contained within this document are being upheld and shown to be assigned to sublessee.
10. **DESTRUCTION OF PREMISES.** In the event that at any time during the term of this lease, the leased Premises are damaged, either partially or fully by fire or for another reason, or made such that Tenant's normal business operations cannot be performed for an unreasonable period, thus depriving Tenant of expected income, either party may terminate this lease by giving written notice to the other within fifteen (15) days thereafter. If so terminated, no Rent shall accrue to the Landlord after such partial or total destruction.

11. **CLEANING SERVICES.** Tenant shall be responsible for providing, at the Tenant's own cost, any and all cleaning services for the rented Premises. Refuse and recycling services shall be provided by and paid for by the Tenant. Tenant shall make sure that animal waste is cleaned, stored, and removed from the property on a regular basis, and as frequently as necessary.
12. **ADDITIONAL COVENANTS.** Additional covenants of Tenant (for purposes of mitigating hazards to pilots):
 - a. Any construction on or improvement of the leased area must be approved by Landlord in writing prior to such use.
 - b. Tenant shall not burn any product of the land without expressed permission of Landlord.
 - c. Tenant shall not create or contribute to standing water.
13. **APPROACH PROTECTION.** Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of Landlord, would limit the usefulness of the airport, or constitute a hazard to aircraft.
14. **TENANT'S DEFAULT.** Anything to the contrary notwithstanding, if Tenant fails to pay Landlord any installment of Rent, or other charges as and when the same are required to be paid hereunder, and such default shall continue for a period of ten (10) days after written notice, or if Tenant shall default in the performance of any of the other terms, covenants, or conditions of the lease, or if Tenant vacates or abandons the rented Premises, and such default or vacation or abandonment shall continue for a period ten (10) days after written notice (except if Tenant shall, within said period of time, commence to remedy such default and diligently take the necessary steps to remedy such default) or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereby the rented Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, Landlord shall have the right, at Landlord's option, to terminate this lease and the term, as well as the right, title and interest of Tenant hereunder, by giving Tenant fifteen (15) days notice in writing of such intention, and upon the expiration of the time fixed in such latter notice, if Tenant has neither cured such default nor is diligently proceeding to cure such default, this Lease and the term, as well as the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date fixed by such latter notice were the expiration of the term; and Tenant shall immediately quit and surrender to Landlord the rented Premises and each and every part thereof, and Landlord may enter into and repossess the rented Premises. Termination by the Landlord of said lease shall not relieve the Tenant of its' obligation to pay Rent under the terms of this lease, until such time as the Premises are rented to a third party or the lease term expires, or upon mutual written agreement between said parties.
15. **NOTICES.** All notices and demands herein required or provided for shall be in writing and shall be served in person or given by United States Registered or Certified Mail, postage prepaid, and if intended for Landlord shall be served on or addressed to Landlord in care of:

City of Marshfield
Building Services Division
630 South Central Avenue, Suite 502
Marshfield, WI 54449-0727

and if intended for Tenant, shall be served on or addressed to Tenant in care of:

Marshfield Area Pet Shelter, Inc.
Attn: Karen Rau, President
P.O. Box 147
Marshfield, Wi 54449

Either party may change its address for the purposes of notices at any time or from time to time by giving written notice to the other party as above provided. Any notice or demand hereunder which is given by United States Registered or Certified Mail, shall be deemed to have been given when deposited in the United States Mail enclosed in a Registered or Certified letter with proper postage prepaid, addressed as above provided.

16. **AMENDMENT.** This lease contains the entire agreement between the parties, and it shall not be modified in any manner, except through an instrument in writing executed by the parties hereto or their respective successors in interest.
17. **SUCCESSORS AND ASSIGNS.** This lease shall be binding upon and shall apply and inure to the benefit of the heirs, successors and assigns of the respective parties.
18. **HOLDOVER.** If Tenant holds over and remains in possession of the Premises, or any portion thereof, after expiration or other termination of this lease, whether or not with the consent of the Landlord, such holding over shall be construed as a tenancy from month to month only. Tenancy shall be subject to all terms and provisions of this lease, and shall be at the same monthly rental provided under the terms of this lease.
19. **NONDISCRIMINATION:** Tenant, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Tenant's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. Tenant shall use the Subject Property and Tenant's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
20. **SUBORDINATION:** This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
21. **TERMINATION.** In addition to termination of this lease by Landlord for Tenant's failure to make timely rent payments, or noncompliance with any other terms of this lease, the Landlord reserves the right to give a 120-day notice to terminate this lease and remove the Tenant, should another use for the property arise that is substantially-related to the operation of an airport.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED AS TO FORM:

Harold Wolfgram, City Attorney

TENANT (Marshfield Area Pet Shelter, Inc.)

BY: _____
Karen Rau, President

CITY OF MARSHFIELD, LANDLORD

BY: _____
Chris Meyer, Mayor

ATTEST: _____
Deb M. Hall, City Clerk

ATTEST: _____
Keith Strey, Finance Director

PROPOSED AMENDED – 10/26/15

LEASE

DATE: May 12, 2015

LANDLORD: City of Marshfield, Wisconsin

TENANT: Marshfield Area Pet Shelter, Inc. (MAPS)

RENTED PREMISES: Property at 210 West 29th Street (former Airport terminal building), including the building and parking lot in their present condition

INITIAL TERM: Access (without rent) as of May 15, 2015 with the actual lease term commencing July 1, 2015 (or immediately upon completion of all required improvements by Tenant) and ending June 30, 2018

RENEWAL OPTION This lease may be renewed for a maximum of seven (7) additional one (1) year periods upon mutual agreement of both parties, with rental payment amounts to be subject Subsection 2 of this lease agreement. Notice of intent to renew shall be in writing and delivered to Landlord at least sixty (60) days before expiration of the initial term of this lease, or at least sixty (60) days before the expiration of a subsequent one-year extension.

1. **TERM.** The initial term of this lease shall be three (3) years starting on August 1, 2015 and ending on July 31, 2018, except for early access provided for in the "initial term" section above.
2. **RENT.** Landlord leases unto Tenant, Tenant leases from Landlord, the Rented Premises together with the improvements now thereon for the Term.

The annual rent for each year of the initial term of the lease shall be as follows:

<u>Year</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
10/1/2015 – 9/30/2018	\$6,000.00	\$500.00

For each subsequent year in which the lease is renewed, Rent shall be adjusted by a percentage amount equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U), Midwest Urban Size D - Nonmetropolitan (less than 50,000) as currently published by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year, provided that the increase does not exceed a maximum of 3%.

Monthly payments under this lease shall start on July 1, 2015, and lease payments shall be made on or before the first day of each month during the term of said lease, and any renewals thereof.

3. **QUIET ENJOYMENT.** Tenant shall use the Premises for the purpose of operating a pet shelter as authorized under the terms and conditions of its conditional use permit, approved by the Plan Commission on April 21, 2015, and subsequently by the Common Council on April 28, 2015. The Tenant shall also comply with all of the applicable requirements of the City's Zoning Code and the Airport's campus zoning district, and shall not use, permit or authorize use of the Premises in any unlawful manner, and shall at all times comply with all other applicable governmental regulations.
4. **COVENANTS OF LANDLORD.** Landlord agrees that it shall:
 - a) Furnish air conditioning, heat, and ventilating systems required in Tenant's judgment for comfortable occupancy of the Premises.

- b) Prior to Tenant's occupancy, make all structural repairs to the Premises, including repairs to ceilings, floors, windows, walls, partitions, and doors. Tenant shall be responsible for repairs to any special treatment of walls, partitions, floors, ceilings, or doors made by or at the request of the Tenant, glass doors, glass windows, glass walls, and glass partitions, and repairs made necessary as a result of misuse or neglect by Tenant.
- c) Provide fixtures for purposes of drinking water, lavatory and toilets installed by Landlord. (Ornamental decorative lighting located in the main entryway of the building isn't part of this lease. Landlord will remove this fixture, including any finishing work necessary after removal, prior to occupancy by Tenant.)
- d) Extend and properly maintain security fencing along south side of the property to provide adequate separation from the land necessary for operation of the airport.
- e) Perform required mowing and landscape maintenance of areas outside of the perimeter of the parking lot and access drive.

It is understood that Landlord does not warrant that any of the services referred to above or any other services which Landlord may supply will be free from interruption. Tenant acknowledges that any one or more of such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, or by reason of causes beyond the reasonable control of Landlord. Any such interruption of service shall never be deemed an eviction of Tenant's use and possession of the Premises or any part thereof. In the case of interruption of services or of necessary repairs to leased space and/or adjacent areas, Landlord shall make every effort to make such temporary adjustments as may be required to allow Tenant to operate Tenant's business in a normal manner, with minimal inconveniences.

5. **COVENANTS OF TENANT.** Tenant agrees that it shall:

- a) Observe such reasonable rules and regulations as from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of neighbors, Landlord, occupants and tenants of the building. Failure by Landlord to enforce any rules and regulations against either Tenant or any other tenant in the building shall not constitute a waiver thereof;
- b) Give Landlord, its agents and employees, and any other persons authorized by Landlord, access to the Premises at all reasonable times, without charge or diminution of Rent, to enable them to examine the same and to make such repairs, additions and alterations as Landlord may reasonable deem advisable. Such access shall be coordinated by Landlord so as not to diminish business operations of Tenant. Except as expressly provided otherwise in this lease, there shall be no allowance to Tenant or diminution of Rent and no liability on the part of Landlord by reason of any inconvenience, annoyance arising from the making of any reasonable repairs, alterations, additions or improvements in or to any portion of the building or the Premises or in and to the fixtures, appurtenances and equipment thereof;
- c) Keep the Premises in good order and condition, make all repairs which are not Landlord's obligations pursuant to subsection (b) of Section 4, above, and commit no waste on the Premises;
- d) Carry public liability insurance covering injury or death to persons and damage to property in amounts not less than \$1,000,000.00 with respect to injuries to any one occurrence, and not less than \$2,000,000.00 with respect to injuries or damages suffered in aggregate; to name LANDLORD as an additional insured relative to TENANT's use of

the Premises; and to deliver to LANDLORD a certificate of insurance which shall provide that a policy or policies shall not be canceled without at least ten (10) days prior written notice to LANDLORD;

- e) Not place signs on or in the outside walls, windows, or roof of the building, or on the Premises, except as approved in writing by the Landlord.
 - f) Install and properly maintain fencing at the southwest corner of the building to serve as a "run area" for dogs as approved by the Airport Committee, and in full accordance with requirements of the Marshfield Municipal Code.
 - f) Perform required mowing and landscape maintenance of areas within the perimeter of the parking lot to the building, and "run area" adjacent to the building on the south side.
 - g) Provide snowplowing/ice control for the parking lot and access drive, with snow storage generally confined to the east side of the parking area.
6. **INDEMNITY.** Tenant shall defend, indemnify and save Landlord and Landlord's agents harmless from any and all liability, damage, expense, claims, suits, or judgments for injury or damage to persons or property, including property of Tenant, incurred within the Rented Premises arising directly or indirectly from Tenant's use or occupancy of the Rented Premises. Landlord shall defend, indemnify and save Tenant, Tenant's agents and Tenant's guests harmless for any and all liability, damage, expense, claims, suits, or judgments for injury or damage to persons or property incurred outside the Rented Premises in control of Landlord including but not limited to the Landlord-owned common areas of hallways, walkways, patio or waiting areas, restrooms, elevators, sidewalks, parking lot, or space leased to other tenants and arising out of care, maintenance of negligence of the Landlord.
7. **REMODELING, INSTALLATION AND REMOVAL OF FIXTURES.** Tenant may install removable partitions, counters, racks, shelving and equipment incidental to Tenant's trade, and other fixtures or equipment, all of which may be removed by the Tenant upon expiration of this lease or any renewal thereof; provided, that the Tenant shall leave the Premises in good condition and substantially as they were before such removal, reasonable wear and tear excepted. Any additional remodeling of the Premises in subsequent years of this lease shall be subject to written permission from the Landlord. Landlord reserves the right to remove the globe located in the entryway, along with the stainless steel fixture in front of the building, and also the right to gain access to the building at a future date for the purpose of relocating the automated surface observation system (ASOS).
8. **UTILITIES.** Tenant shall be responsible for paying the full costs of all utilities, including but not limited to: water, sewer, heat, electricity, refuse, phone, internet, cable TV, and data costs.
9. **ASSIGNMENT.** Tenant may not assign this lease, or sublet any portion of the rented Premises, without the prior written consent of the Landlord. Landlord shall not unduly withhold consent on requested sublease agreements as long as all of the lease terms and conditions contained within this document are being upheld and shown to be assigned to sublessee.
10. **DESTRUCTION OF PREMISES.** In the event that at any time during the term of this lease, the leased Premises are damaged, either partially or fully by fire or for another reason, or made such that Tenant's normal business operations cannot be performed for an unreasonable period, thus depriving Tenant of expected income, either party may terminate this lease by giving written notice to the other within fifteen (15) days thereafter. If so terminated, no Rent shall accrue to the Landlord after such partial or total destruction.

11. **CLEANING SERVICES.** Tenant shall be responsible for providing, at the Tenant's own cost, any and all cleaning services for the rented Premises. Refuse and recycling services shall be provided by and paid for by the Tenant. Tenant shall make sure that animal waste is cleaned, stored, and removed from the property on a regular basis, and as frequently as necessary.
12. **ADDITIONAL COVENANTS.** Additional covenants of Tenant (for purposes of mitigating hazards to pilots):
 - a. Any construction on or improvement of the leased area must be approved by Landlord in writing prior to such use.
 - b. Tenant shall not burn any product of the land without expressed permission of Landlord.
 - c. Tenant shall not create or contribute to standing water.
13. **APPROACH PROTECTION.** Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the airport, which, in the opinion of Landlord, would limit the usefulness of the airport, or constitute a hazard to aircraft.
14. **TENANT'S DEFAULT.** Anything to the contrary notwithstanding, if Tenant fails to pay Landlord any installment of Rent, or other charges as and when the same are required to be paid hereunder, and such default shall continue for a period of ten (10) days after written notice, or if Tenant shall default in the performance of any of the other terms, covenants, or conditions of the lease, or if Tenant vacates or abandons the rented Premises, and such default or vacation or abandonment shall continue for a period ten (10) days after written notice (except if Tenant shall, within said period of time, commence to remedy such default and diligently take the necessary steps to remedy such default) or if any execution or attachment shall be issued against Tenant or any of Tenant's property whereby the rented Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, Landlord shall have the right, at Landlord's option, to terminate this lease and the term, as well as the right, title and interest of Tenant hereunder, by giving Tenant fifteen (15) days notice in writing of such intention, and upon the expiration of the time fixed in such latter notice, if Tenant has neither cured such default nor is diligently proceeding to cure such default, this Lease and the term, as well as the right, title and interest of Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date fixed by such latter notice were the expiration of the term; and Tenant shall immediately quit and surrender to Landlord the rented Premises and each and every part thereof, and Landlord may enter into and repossess the rented Premises. Termination by the Landlord of said lease shall not relieve the Tenant of its' obligation to pay Rent under the terms of this lease, until such time as the Premises are rented to a third party or the lease term expires, or upon mutual written agreement between said parties.
15. **NOTICES.** All notices and demands herein required or provided for shall be in writing and shall be served in person or given by United States Registered or Certified Mail, postage prepaid, and if intended for Landlord shall be served on or addressed to Landlord in care of:

City of Marshfield
Building Services Division
630 South Central Avenue, Suite 502
Marshfield, WI 54449-0727

and if intended for Tenant, shall be served on or addressed to Tenant in care of:

Marshfield Area Pet Shelter, Inc.
Attn: Karen Rau, President
P.O. Box 147
Marshfield, Wi 54449

Either party may change its address for the purposes of notices at any time or from time to time by giving written notice to the other party as above provided. Any notice or demand hereunder which is given by United States Registered or Certified Mail, shall be deemed to have been given when deposited in the United States Mail enclosed in a Registered or Certified letter with proper postage prepaid, addressed as above provided.

16. **AMENDMENT.** This lease contains the entire agreement between the parties, and it shall not be modified in any manner, except through an instrument in writing executed by the parties hereto or their respective successors in interest.
17. **SUCCESSORS AND ASSIGNS.** This lease shall be binding upon and shall apply and inure to the benefit of the heirs, successors and assigns of the respective parties.
18. **HOLDOVER.** If Tenant holds over and remains in possession of the Premises, or any portion thereof, after expiration or other termination of this lease, whether or not with the consent of the Landlord, such holding over shall be construed as a tenancy from month to month only. Tenancy shall be subject to all terms and provisions of this lease, and shall be at the same monthly rental provided under the terms of this lease.
19. **NONDISCRIMINATION:** Tenant, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Tenant's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,
 - c. Tenant shall use the Subject Property and Tenant's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
20. **SUBORDINATION:** This lease shall be subordinate to the provisions of any existing or future agreement between the Landlord and the United States or the State of Wisconsin relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin.
21. **TERMINATION.** In addition to termination of this lease by Landlord for Tenant's failure to make timely rent payments, or noncompliance with any other terms of this lease, the Landlord reserves the right to give a 120-day notice to terminate this lease and remove the Tenant, should another use for the property arise that is substantially-related to the operation of an airport.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED AS TO FORM:

Harold Wolfgram, City Attorney

TENANT (Marshfield Area Pet Shelter, Inc.)

BY: _____
Karen Rau, President

CITY OF MARSHFIELD, LANDLORD

BY: _____
Chris Meyer, Mayor

ATTEST: _____
Deb M. Hall, City Clerk

ATTEST: _____
Keith Strey, Finance Director

RESOLUTION NO. 2015-51

Resolved, by the Common Council of the City of Marshfield, Wood County, Wisconsin, that this Certified Survey Map and dedication of public right-of-way for Galvin Avenue, located in the SE ¼ of the SE ¼ of Section 15, Town 25 North, Range 3 East, done for the City of Marshfield, owner, by Land Surveyor Timothy Vreeland, be approved and accepted.

Chris L. Meyer, Mayor
City of Marshfield

Date

I, Deb M. Hall, City Clerk, City of Marshfield, do hereby certify that the above Resolution was adopted by the Common Council of the City of Marshfield, Wood County, Wisconsin at its regular meeting this ____ day of _____, 2015.

Deb M. Hall, City Clerk
City of Marshfield

Date

ADOPTED: _____

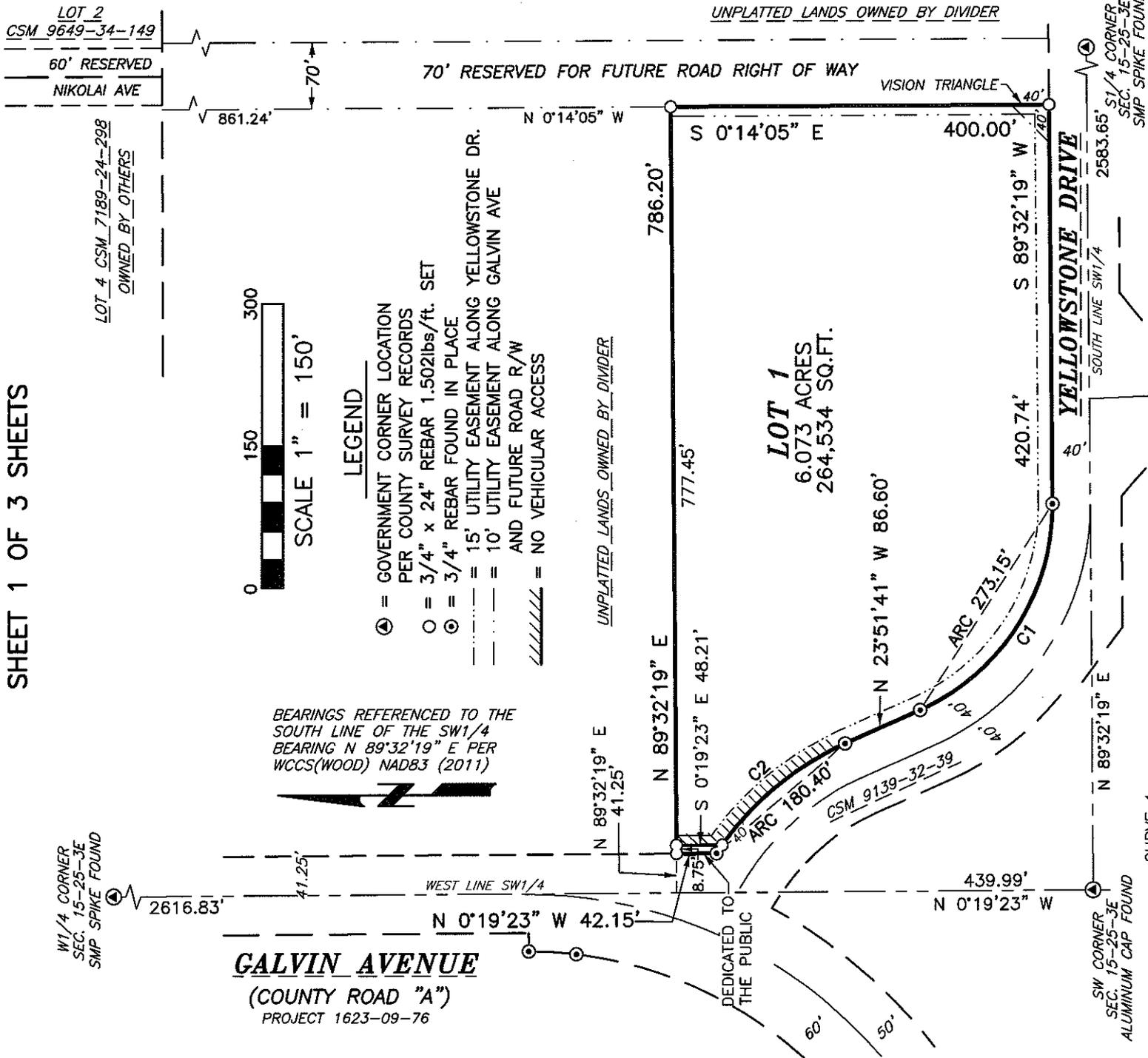
APPROVED: _____

CERTIFIED SURVEY MAP

WOOD COUNTY NO. VOL. PAGE

PART OF THE SW1/4 OF THE SW1/4 OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN.

VREELAND ASSOCIATES, INC. 6103 DAWN STREET WESTON, WI. 54476 PH (715) 241-0947 OR TOLL FREE (866) 693-3979 FAX (715) 241-9826 tim@vreelandassociates.us	PREPARED FOR: DAN KNOECK & THE CITY OF MARSHFIELD DRAFTED & DRAWN BY: TIMOTHY G. VREELAND
FILE #: M-53 MARSHFIELD	

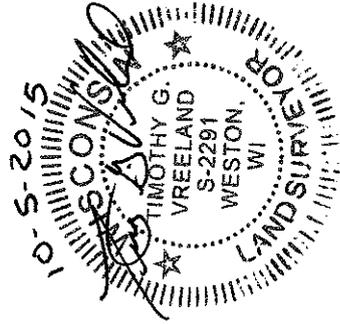


LEGEND

- ⊙ = GOVERNMENT CORNER LOCATION PER COUNTY SURVEY RECORDS
- = 3/4" x 24" REBAR 1.502lbs/ft. SET
- ⊙ = 3/4" REBAR FOUND IN PLACE
- = 15' UTILITY EASEMENT ALONG YELLOWSTONE DR.
- = 10' UTILITY EASEMENT ALONG GALVIN AVE AND FUTURE ROAD R/W
- //// = NO VEHICULAR ACCESS

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SW1/4 BEARING N 89°32'19" E PER WCCS(WOOD) NAD83 (2011)

- CURVE 1**
 RADIUS = 235.00'
 CHORD = N 57°09'35" W 258.03'
 CENTRAL ANGLE = 66°35'49"
- CURVE 2**
 RADIUS = 315.00'
 CHORD = N 40°16'07" W 177.95'
 CENTRAL ANGLE = 32°48'50"
- LOT 1**
 RADIUS = 315.00'
 CHORD = N 39°18'05" W 167.72'
 CENTRAL ANGLE = 30°52'48"
 ARC = 169.77'



10-5-2015

CERTIFIED SURVEY MAP

WOOD COUNTY NO. _____ VOL. _____ PAGE _____

PART OF THE SW1/4 OF THE SW1/4 OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN.

SHEET 2 OF 3 SHEETS

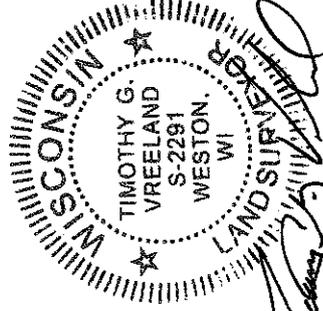
SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF DAN KNOECK, I SURVEYED, MAPPED AND DIVIDED THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS.

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE N 0°19'23" W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER 439.99 FEET; THENCE N 89°32'19" E 41.25 FEET TO THE EAST LINE OF GALVIN AVENUE AND TO THE POINT OF BEGINNING; THENCE CONTINUING N 89°32'19" E 786.20 FEET; THENCE S 0°14'05" E 400.00 FEET TO THE NORTH LINE OF YELLOWSTONE DRIVE; THENCE S 89°32'19" W ALONG THE NORTH LINE OF YELLOWSTONE DRIVE 420.74 FEET; THENCE 273.15 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTH WHOSE RADIUS IS 235.00 FEET, WHOSE CENTRAL ANGLE IS 66°35'49" AND WHOSE CHORD BEARS N 57°09'35" W 258.03 FEET; THENCE N 23°51'41" W 86.60 FEET; THENCE 180.40 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS IS 315.00 FEET, WHOSE CENTRAL ANGLE IS 32°48'50" AND WHOSE CHORD BEARS N 40°16'07" W 177.95 FEET TO THE EAST LINE OF GALVIN AVENUE; THENCE N 0°19'23" W ALONG THE EAST LINE OF GALVIN AVENUE 42.15 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF THE CITY OF MARSHFIELD, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.



DATED THIS 5TH DAY OF OCTOBER, 2015

TIMOTHY G. VREELAND P.L.S. 2291

THIS CERTIFIED SURVEY MAP IS APPROVED IN ACCORDANCE WITH CHAPTER 19-61(3) OF THE MUNICIPAL CODE.

DATE _____ CITY ENGINEER _____

CERTIFIED SURVEY MAP

WOOD COUNTY NO. _____ **VOL.** _____ **PAGE** _____

PART OF THE SW1/4 OF THE SW1/4 OF SECTION 15, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN.

SHEET 3 OF 3 SHEETS

OWNERS CERTIFICATE OF DEDICATION

AS OWNERS, WE HEREBY CERTIFY THAT WE CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE MAP. WE ALSO CERTIFY THAT THIS MAP IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF MARSHFIELD

WITNESS THE HAND AND SEAL OF SAID OWNERS ON THIS _____ DAY OF _____ 2015.

CHRIS L MEYER, MAYOR _____ DEB M. HALL, CITY CLERK _____

STATE OF WISCONSIN) SS
WOOD COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2015, THE ABOVE NAMED CHRIS L. MEYER AND DEB M. HALL TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, WOOD COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

COMMON COUNCIL RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF MARSHFIELD, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF MARSHFIELD. THE CITY OF MARSHFIELD, OWNERS OF THE LANDS.

DATE APPROVED _____ MAYOR _____ CHRIS MEYER _____

DATE SIGNED _____ MAYOR _____ CHRIS MEYER _____

CITY CLERK

I, HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF MARSHFIELD.

DEB M. HALL

