



CITY OF MARSHFIELD

MEETING NOTICE

**FINANCE, BUDGET AND PERSONNEL COMMITTEE MEETING
TUESDAY, JULY 21, 2015
Council Chambers, Lower Level, City Hall Plaza
5:30 P.M.**

1. Call to Order – Alanna Feddick, Vice-Chair
2. Resignation of Peter Hendler as Chair of the Finance, Budget, and Personnel Committee. Alanna Feddick will assume the role of chair.

Recommended Action: Accept resignation of Peter Hendler as Chair

3. Election of Vice-Chair
4. Citizen Comments
5. Consent Agenda
 - a) Approval of Minutes of July 7, 2015 meeting
 - b) Approve Bills and Payroll
 - c) Report of Personnel Actions
 - d) Treasurer's Report

Recommended Action: Approve the Consent Agenda, as presented

6. Consideration of items removed from the consent agenda, if any
7. Presentation – Refilling of vacant Police Officer position at Marshfield Police Department. Presented by Rick Gramza, Police Chief

Recommended action: None, for information only

8. Request to recommend to the Common Council approval of Budget Resolution No. 16-2015 transferring \$5,000 from Safe Routes to School Program donations to the Planning & Economic Development Budget for event prizes and awards. Presented by Josh Miller, City Planner

Recommended Action: Recommend approval to the Common Council of Budget Resolution No. 16-2015

9. Request to recommend to the Common Council approval of Budget Resolution No. 18-2015 transferring \$11,900 from TID #9 Fund Balance Applied to TID #9 Urban Development Budget for the TID #9 amendment. Presented by Jason Angell, Director of Planning and Economic Development

Recommended Action: Recommend approval to the Common Council of Budget Resolution No. 18-2015

FINANCE, BUDGET AND PERSONNEL COMMITTEE

July 21, 2015

10. Request to recommend to the Common Council approval of Budget Resolution No.19-2015 transferring \$8,334 within the General Fund Airport Budget from Repairs and Maintenance operating expense to Land capital outlay expense. Presented by Keith Strey, Finance Director

Recommended Action: Recommend approval to the Common Council of Budget Resolution No. 19-2015

11. Adjourn to closed session under Wisconsin Statutes Chapter 19.85(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"
 - Possible renewal of City Hall leases (2 separate items)
 - Possible purchase of land near Marshfield Fairgrounds Park
12. Reconvene in Open Session
13. Action on matter discussed in closed session, if appropriate
14. Suggested items for future agendas
15. Adjourn

Posted this day, July 17, 2015 at 4:00 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) 384-3636.

FINANCE, BUDGET AND PERSONNEL COMMITTEE
MINUTES OF JULY 7, 2015

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

PRESENT: Alderpersons Peter Hendler, Rebecca Spiros, Rich Reinart, Gordon Earll, and Alanna Feddick

ABSENT: None

ALSO PRESENT: Mayor Meyer, City Administrator Barg, Media, Karen Rau, Matt McLean and City Personnel (Jason Angell, Amy VanWyhe and Deb Hall)

Citizen Comments

None

FBP15-072 Motion by Spiros, second by Earll to approve the items on the consent agenda:

1. Minutes of the June 16, 2015 meeting.
2. Payroll in the amount of \$833,204.62 and Bills in the amount of \$4,001,450.03.
3. Report of Personnel Actions of July 7, 2015.
4. Monthly Position Control Report as of June 30, 2015.

Motion carried

No items were removed from the consent agenda.

City Administrator Barg updated the committee on the process for increasing the City's room tax rate. Staff has been holding off on bringing an ordinance forward, because there has been a movement in Madison to change Wisconsin Statutes regarding room taxes as part of the State budget. Their intent, based primarily on lobbying by the lodging industry, is to further restrict the amount of room tax revenues that may be retained and used by municipalities. At present, the State budget is still under debate by the legislature, but it seems quite likely that this provision will make it through in the final version sent to Governor Walker.

City Administrator Barg presented a plan and timeline for 2015 employee merit awards:

- ✓ July 10th: FBP and Council representatives identified (FBP Committee Chairperson and Council President, unless one or both of them wish to designate someone else).
- ✓ July 13th: Requests sent to review team members.
- ✓ Week of July 20th: Team meets to review and make recommendations.
- ✓ August 4th: Recommendations brought to FBP (closed session) for review/approval.

FBP15-073 Motion by Feddick, second by Earll to authorize the City Administrator to provide reimbursement for moving expenses to Justin Casperson to a maximum of \$5,851.03, subject to submission of appropriate receipts/documentation.

Motion carried

FBP15-074 Motion by Earll, second by Spiros to approve the Human Resources Manager/Assistant to the City Administrator job description, and pay classification "Q", and authorize the City Administrator to start the hiring process for this position.

Motion carried

FBP15-075 Motion by Earll, second by Reinart to recommend approval of Budget Resolution No. 17-2015 to the Common Council, transferring \$60,000 from the General Fund, Airport Terminal Building HVAC Project to the Ordinance Enforcement, Marshfield Area Pet Shelter Project, for use as a donation to the Marshfield Area Pet Shelter, Inc.

FBP15-076 Motion by Feddick, second by Earll to amend motion FBP15-075 to include that the lease would need to be amended to state that the donation would be up to \$60,000 and that the HVAC is actually done as part of the donation; contractor needs to be licensed; and the HVAC system is appropriate for the building.

Motion carried

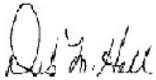
Vote on motion **FBP15-075 as amended.**

Motion carried

FUTURE AGENDA ITEMS

Election of Chairperson

Motion by Feddick, second by Earll to adjourn at 6:03 p.m.



Deb M. Hall
City Clerk

Resolved by the COMMON COUNCIL of the CITY OF MARSHFIELD, WISCONSIN, that the General Payrolls amounting to N/A and General Expense Bills for JULY, 2015 amounting to **\$810,143.65** be allowed paid and charged to their proper accounts.

Chairman

Check #	Check Date	Vendor Name	Amount
EFT000000004362	7/22/2015	CHRISTOPHER HASZ	\$67.40
EFT000000004363	7/22/2015	HEINZEN PRINTING INC	\$148.00
EFT000000004364	7/22/2015	INGRAM LIBRARY SERVICES INC	\$146.33
EFT000000004365	7/22/2015	MARK KIVELA	\$110.00
EFT000000004366	7/22/2015	LORRIE KROKSTROM	\$41.98
EFT000000004367	7/22/2015	PEGGY LINDNER	\$180.95
EFT000000004368	7/22/2015	MERKEL COMPANY INC	\$1,890.09
EFT000000004369	7/22/2015	MIDSTATE TRUCK SERVICE	\$32.40
EFT000000004370	7/22/2015	MIDWEST TAPE	\$1,578.24
EFT000000004371	7/22/2015	JOSH MILLER	\$194.95
EFT000000004372	7/22/2015	MISSISSIPPI WELDERS	\$1,800.50
EFT000000004373	7/22/2015	JEFF MOLTER	\$46.00
EFT000000004374	7/22/2015	MSA PROFESSIONAL SERVICES INC	\$14,030.69
EFT000000004375	7/22/2015	NELSON JAMESON INC	\$366.14
EFT000000004376	7/22/2015	OP2MYZ, LLC.	\$486.13
EFT000000004377	7/22/2015	SCOTT OWEN	\$513.40
EFT000000004378	7/22/2015	JASON PARKS	\$15.50
EFT000000004379	7/22/2015	POMP'S TIRE SERVICE INC	\$285.07
EFT000000004380	7/22/2015	POWER PAC INC	\$2,803.24
EFT000000004381	7/22/2015	QUILL CORPORATION	\$73.44
EFT000000004382	7/22/2015	RDA TOOLKIT	\$180.00
EFT000000004383	7/22/2015	REIGEL PLUMBING & HEATING INC	\$1,697.88
EFT000000004384	7/22/2015	ROCK OIL REFINING INC	\$40.00
EFT000000004385	7/22/2015	KIM ROPSON	\$132.79
EFT000000004386	7/22/2015	SAFE FAST INC	\$238.95
EFT000000004387	7/22/2015	PAUL SCHLAGENHAFT	\$40.00
EFT000000004388	7/22/2015	SAM SCHROEDER	\$59.23
EFT000000004389	7/22/2015	SHERWIN WILLIAMS COMPANY	\$765.64
EFT000000004390	7/22/2015	SHI INTERNATIONAL CORPORATION	\$83.64
EFT000000004391	7/22/2015	STAINLESS AND REPAIR INC	\$22.40
EFT000000004392	7/22/2015	SVA CONSULTING LLC	\$92.50
EFT000000004393	7/22/2015	TRAFFIC AND PARKING CONTROL INC	\$870.12
EFT000000004394	7/22/2015	MICHAEL TRUDEAU	\$123.40
EFT000000004395	7/22/2015	LOCATE HOLDINGS INC	\$1,879.97
EFT000000004396	7/22/2015	V & H AUTOMOTIVE MARSHFIELD	\$3,043.57
EFT000000004397	7/22/2015	V & H INC	\$11,831.67
EFT000000004398	7/22/2015	VON BRIESEN AND ROPER, S.C.	\$1,408.00
EFT000000004399	7/22/2015	VORPAHL FIRE & SAFETY	\$252.00
EFT000000004400	7/22/2015	JAMES BENSON	\$100.00
EFT000000004401	7/22/2015	ERIK WESTMAN	\$1,996.88
TOTAL CURRENT BILLS PAID BY EFT			\$97,544.06

CURRENT BILLS PAID BY CHECK

84460	7/22/2015	ABR EMPLOYMENTSERVICES	\$662.40
84461	7/22/2015	ADVANCED DISPOSAL SERVICES LLC	\$2,222.79
84462	7/22/2015	ALTMANN CONSTRUCTION CO INC	\$54,900.00
84463	7/22/2015	AMERICAN ASPHALT OF WI	\$1,201.49
84464	7/22/2015	AMERICAN ENGINEERING TESTING	\$979.85
84465	7/22/2015	AP TECHNOLOGY LLC	\$795.00
84466	7/22/2015	ASSOCIATED BANK	\$100.00
84467	7/22/2015	ASSOCIATED SERVICE CENTER	\$557.86

Check #	Check Date	Vendor Name	Amount
84468	7/22/2015	BAKER AND TAYLOR INC	\$3,519.18
84469	7/22/2015	SARA BARTKOWIAK	\$25.00
84470	7/22/2015	BETTY ANN BECKER	\$100.00
84471	7/22/2015	KENNETH BEELS	\$811.00
84472	7/22/2015	RON BERRY	\$100.00
84473	7/22/2015	BOOKS IN MOTION	\$43.72
84474	7/22/2015	I BRANDL INC	\$949.75
84475	7/22/2015	BRAUN'S AUTOMOTIVE SERVICE INC	\$128.16
84476	7/22/2015	BROOKS TRACTOR INC	\$52.59
84477	7/22/2015	BRYAN ROCK PRODUCTS INC	\$2,424.48
84478	7/22/2015	BURT TROPHY & AWARDS INC	\$156.10
84479	7/22/2015	CAP SERVICES INC	\$35.00
84480	7/22/2015	CARRICO AQUATIC RESOURCES INC	\$1,685.25
84481	7/22/2015	CENTRAL WI GLASS CO INC	\$1,800.00
84482	7/22/2015	CENTRAL WI LAWN CARE & SEAL COATING LLC	\$1,797.73
84483	7/22/2015	CHARTER COMMUNICATIONS	\$195.99
84484	7/22/2015	STEVE FUEHRER	\$540.00
84485	7/22/2015	COLD SPRING GRANITE COMPANY	\$225.00
84486	7/22/2015	COMPLETE CONTROL INC	\$1,763.94
84487	7/22/2015	COMPLETE OFFICE OF WISCONSIN	\$225.32
84488	7/22/2015	PAUL CONWAY SHIELDS	\$55.89
84489	7/22/2015	CTL COMPANY INC	\$169.95
84490	7/22/2015	CUMMINGS ALLISON CORP.	\$413.00
84491	7/22/2015	DAVID BUILDING SUPPLY	\$81.99
84492	7/22/2015	JOSEPH DICK	\$100.00
84493	7/22/2015	DUFFY'S AIRCRAFT SALES	\$4,818.87
84494	7/22/2015	ECOLAB PEST ELIMINATION DIV	\$105.38
84495	7/22/2015	EMMONS BUSINESS INTERIORS	\$320.00
84496	7/22/2015	ESRI	\$25,500.00
84497	7/22/2015	EXCEL ENGINEERING INC	\$3,900.00
84498	7/22/2015	FARRELL EQUIP & SUPPLY CO INC	\$179.99
84499	7/22/2015	FASTENAL COMPANY	\$312.38
84500	7/22/2015	PAT FELLEZ CONSTRUCTION	\$1,112.50
84501	7/22/2015	FESTIVAL FOODS	\$35.58
84502	7/22/2015	FIGI'S INC	\$100.00
84503	7/22/2015	FOSTER COACH SALES INC	\$56.34
84504	7/22/2015	FRIENDS OF THE PATTERSON MEMORIAL LIBRARY	\$20.32
84505	7/22/2015	FRONTIER	\$1,095.85
84506	7/22/2015	GAMMA SPORTS	\$54.94
84507	7/22/2015	GENE'S FURNITURE & MOVING INC	\$437.50
84508	7/22/2015	GENERAL FARM SUPPLY INC	\$382.50
84509	7/22/2015	DONNA RAE GILBERTSON	\$37.50
84510	7/22/2015	GLOBAL INDUSTRIAL PROD 11G	\$921.10
84511	7/22/2015	H & S MANUFACTURING CO INC	\$100.00
84512	7/22/2015	HAMMEL, GREEN & ABRAHAMSON INC	\$2,310.00
84513	7/22/2015	THE HEARING HOUSE	\$100.00
84514	7/22/2015	HILLER'S HARDWARE INC	\$224.83
84515	7/22/2015	SANDY HOPPE	\$100.00
84516	7/22/2015	PAM HUTZLER	\$100.00
84517	7/22/2015	INFINITY TECHNOLOGY, INC.	\$60.00
84518	7/22/2015	INFORMATION TODAY INC	\$282.05
84519	7/22/2015	JACK'S MAINTENANCE SERVICE INC	\$1,666.00
84520	7/22/2015	E O JOHNSON COMPANY	\$1,087.30
84521	7/22/2015	NICOLE JOHNSON	\$75.00
84522	7/22/2015	CONNIE JOZWIAK	\$100.00
84523	7/22/2015	JRT PORTABLE TOILETS LLC	\$220.00
84524	7/22/2015	GEORGI SARTAIN	\$50.00

Check #	Check Date	Vendor Name	Amount
84525	7/22/2015	LINDA LINZMEIER	\$100.00
84526	7/22/2015	MARATHON COUNTY REGISTER-DEEDS	\$30.00
84527	7/22/2015	MARSHFIELD CLINIC	\$620.00
84528	7/22/2015	MARSHFIELD ELKS LODGE #665 BPOE	\$500.00
84529	7/22/2015	MARSHFIELD GLASS LLC	\$18.00
84530	7/22/2015	MARSHFIELD MALL	\$3,000.00
84531	7/22/2015	MARSHFIELD MIDDLE SCHOOL YEARBOOK	\$25.00
84532	7/22/2015	MARSHFIELD PARKS & REC DEPT	\$40.69
84533	7/22/2015	MARSHFIELD POLICE DEPT INVESTIGATIVE FUND	\$37.20
84534	7/22/2015	MEDPRO MIDWEST GROUP	\$218.75
84535	7/22/2015	MENARDS	\$903.44
84536	7/22/2015	MID WISCONSIN SUPPLY, LLC	\$1,997.02
84537	7/22/2015	MINITEX CPP	\$1,748.00
84538	7/22/2015	MITTEN'S HOME APPLIANCES	\$569.95
84539	7/22/2015	MOORE MEDICAL CORP	\$472.79
84540	7/22/2015	NAPA AUTO PARTS	\$936.74
84541	7/22/2015	NATIONAL SOCIETY OF	\$263.00
84542	7/22/2015	NEKOOSA CORPORATION	\$460.80
84543	7/22/2015	JEFF NIKOLAI	\$100.00
84544	7/22/2015	NORTHERN LAKE SERVICE INC	\$255.00
84545	7/22/2015	OFFICE DEPOT	\$539.98
84546	7/22/2015	OK SANITARY SERVICE INC	\$1,650.00
84547	7/22/2015	PERSONAL DEVELOPMENT CENTER INC	\$9,498.87
84548	7/22/2015	PHYSIO CONTROL CORPORATION	\$14,528.79
84549	7/22/2015	PRECISE MRM LLC	\$389.78
84550	7/22/2015	JAYME PREIN-MALZAHN	\$100.00
84551	7/22/2015	PROVISION PARTNERS	\$3,598.54
84552	7/22/2015	QUARLES & BRADY LLP	\$2,250.00
84553	7/22/2015	REVIZE LLC	\$2,600.00
84554	7/22/2015	ROCKMOUNT RESEARCH & ALLOYS	\$2,104.70
84555	7/22/2015	RUNNING INC	\$29,362.64
84556	7/22/2015	SCHALOWS NURSERY, INC.	\$274.90
84557	7/22/2015	TIM SCHINDLER	\$100.00
84558	7/22/2015	SCHREINERS PLUMBING & HEATING, LLC	\$1,376.20
84559	7/22/2015	SCREEN MACHINE INDUSTRIES INC	\$905.29
84560	7/22/2015	SCREENFLEX PORTABLE PARTITIONS	\$6,170.04
84561	7/22/2015	SECURITY HEALTH PLAN	\$100.00
84562	7/22/2015	SECURITY OVERHEAD DOOR INC	\$1,428.00
84563	7/22/2015	MICHAEL OBRIEN	\$1,350.00
84564	7/22/2015	SPEE-DEE DELIVERY SERVICE INC	\$51.66
84565	7/22/2015	STAAB CONSTRUCTION CORPORATION	\$30,691.42
84566	7/22/2015	STAPLES ADVANTAGE	\$129.48
84567	7/22/2015	STEIGERWALDT LAND SERVICES INC	\$1,500.00
84568	7/22/2015	TEAM SPORTING GOODS INC	\$204.90
84569	7/22/2015	TOTAL ENERGY SYSTEMS LLC	\$900.00
84570	7/22/2015	TRIANGLE GRAVEL INC	\$3,060.00
84571	7/22/2015	TRIERWEILER CONSTRUCTION	\$48,520.67
84572	7/22/2015	TRAVIS LINDEKUGEL	\$610.00
84573	7/22/2015	UNIFIRST CORPORATION	\$307.92
84574	7/22/2015	UNIFORMS PLUS	\$112.90
84575	7/22/2015	UNITED MAILING SERVICE INC	\$1,051.13
84576	7/22/2015	UNITED RENTALS (NORTH AMERICA) INC	\$44.00
84577	7/22/2015	VICTORY PROMOTIONAL	\$137.28
84578	7/22/2015	VITAL COMMUNICATION	\$29.95
84579	7/22/2015	WAUKESHA CTY TECHNICAL COLLEGE	\$840.00
84580	7/22/2015	WEILER ENTERPRISES	\$39.32
84581	7/22/2015	WEILER TRANSPORTATION LLC	\$299.88

Check #	Check Date	Vendor Name	Amount
84582	7/22/2015	ERLAN R. WENZEL	\$180.00
84583	7/22/2015	WINTER EQUIPMENT COMPANY INC	\$2,625.00
84584	7/22/2015	LUCILLE WOLF	\$100.00
84585	7/22/2015	WOLFGRAM GAMOKE AND HUTCHINSON	\$12,144.96
84586	7/22/2015	WOOD COUNTY REGISTER OF DEEDS	\$60.00
84587	7/22/2015	WORKTECH INC	\$2,220.00
84588	7/22/2015	SHAWN YESKE	\$100.00
84589	7/22/2015	ZOLL DATA SYSTEMS, INC	\$1,185.00
84590	7/22/2015	ZOLL MEDICAL CORPORATION	\$497.50
84591	7/22/2015	DONNA ZYGARLICHE	\$405.00
		TOTAL CURRENT BILLS PAID BY CHECK	\$323,356.44

TOTAL PREPAID BILLS	\$389,243.15
TOTAL CURRENT BILLS	\$420,900.50
GRAND TOTAL	<u><u>\$810,143.65</u></u>

REPORT OF PERSONNEL ACTIONS
FINANCE, BUDGET AND PERSONNEL COMMITTEE MEETING
OF JULY 21, 2015

<u>NAME</u>	<u>POSITION/DEPARTMENT</u>	<u>EFFECTIVE DATE</u>
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HIRED

Julie Leu	Police Officer Police Department	July 20, 2015
Shawn Schroeder	Technology Technician Technology Department	August 20, 2015

RETIREMENT:

Paul Schlagenhaft	Laborer Classification III Parks & Recreation Department	August 3, 2015
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Resignation

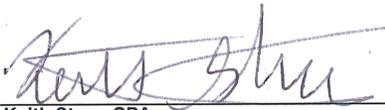
Bronson Weyrauch	Firefighter Paramedic Fire & Rescue Department	July 31, 2014
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**COMPLETION OF
PROBATIONARY
PERIOD**

None

TREASURY REPORT
June 2015

	June	May
GENERAL CITY		
PREVIOUS BANK BALANCES (CASH):		
Bonds -----	6,510.00	
Citizens State Bank -----	1,866,799.92	
TOTAL PREVIOUS CASH BALANCE:	\$1,873,309.92	\$2,600,809.06
RECEIPTS:		
Citizens State Bank -----	3,139,696.36	
Citizens State Bank Interest -----	824.75	
L-T Investment Interest Recv -----		
Tax collection -----		
TOTAL CASH RECEIPTS:	\$3,140,521.11	\$3,014,347.28
DISBURSEMENTS:		
Citizens State Bank -----	3,997,510.81	
TOTAL CASH DISBURSEMENTS:	\$3,997,510.81	\$3,741,846.42
GENERAL CITY BOOK BALANCE (CASH):	(Previous Balance + Receipt - Disbrsmnts.)	
		\$1,016,320.22
		\$1,873,309.92
GENERAL CITY INVESTMENTS:		
Securities Investments (Long Term) -----	3,000,000.00	
Securities Investments (Short Term) -----	0.00	
SIST Int rate/earnings: 0.00% -----	0.00	
Local Government Investment Pool (LGIP) -----	10,053,860.53	
LGIP Int rate/earnings: 0.12% -----	1,191.83	
		\$13,055,052.36
		\$14,011,113.53
TOTAL GENERAL CITY CASH & INVESTMENTS:		
		\$14,071,372.58
		\$15,884,423.45
MARSHFIELD UTILITIES		
Citizens Bank Previous Bal. -----	671,039.71	
Citizens Bank Utility Receipts -----	4,785,229.93	
Citizens Bank Utility Disburs. -----	2,994,086.82	
MU BOOK BALANCE:		\$2,462,182.82
		\$671,039.71
MU INVESTMENTS:		\$16,573,993.74
		\$16,573,993.74
TOTAL MU CASH & INVESTMENTS:		\$19,036,176.56
		\$17,245,033.45
TOTAL BOOK BALANCE (CASH):	(Marshfield Utilities Balance + General Balance)	
		\$3,478,503.04
		\$2,544,349.63
RECAPITULATION BANK REPORT		
Bonds -----	6,510.00	
Citizens Bank Mfld Utilities -----	2,476,524.72	
Citizens Bank General City -----	1,168,632.88	
TOTAL BANK BALANCE:	3,651,667.60	
(OUTSTANDING CHECKS)	173,164.56	
TOTAL BANK BALANCE (CASH):		\$3,478,503.04
CASH ON HAND :	\$100.00	\$100.00
TOTAL INVESTMENTS:	\$29,629,046.10	\$30,585,107.27
TOTAL CASH & INVESTMENTS:	\$33,107,549.14	\$33,129,456.90


 Submitted by: **Keith Strey, CPA**
 Finance Director



City of Marshfield Memorandum

TO: Finance, Budget, and Personnel Committee
FROM: Josh Miller, City Planner
DATE: July 21, 2015

RE: Budget Resolution No. 16-2015 to approve expenditures for the Safe Routes to School Program.

Background

As part of the Safe Routes to School Program, one of the events we do each year in October is the Walk/Bike to School Challenge with the elementary school students. This event provides incentives to encourage kids to walk or bike to school, or complete a similar activity in order to qualify for various levels of prizes. The prizes include water bottles, reflector strips, t-shirts, bike helmets, and a new bike. The more days the student participates, the greater prize level he or she is eligible for.

Historically, the costs to put on the event range from \$1,200-\$2,000 to purchase prizes and incentives. The program has either been funded by grant dollars or donations by local area businesses. In the past, we have partnered with Healthy Lifestyles, Marshfield Area Coalition to accept donations and therefore, have not needed a City expenditure account for the Safe Routes program. This year, Nasonville Dairy has generously donated \$4,000 to the program to ensure that we can give away a bike for each participating school. Last year, we were able to give away three bikes because of donations from local businesses. Before that, we were giving away only one bike per year. Additionally, TEAM Sporting Goods has also generously donated \$270 for the program.

Analysis

The Finance Department has created a revenue account to place the money in, however, until an expenditure is approved by the Common Council, we cannot spend the money on the prizes needed for the program. So far we have \$4,270 from the two businesses and we don't anticipate additional money coming in, however, we wanted to request a budget resolution for \$5,000 just in case additional businesses or groups would like to support this program. We will not be spending any more than the amount donated.

Recommendation

Staff recommends that the Committee approve Budget Resolution No. 16-2015 and thank Kim and Ken Heiman from Nasonville Dairy as well as the staff at TEAM Sporting Goods for their generous donations to the program.

Attachments

1. Budget Resolution No. 16.2015

Concurrence:



Steve Barg
City Administrator



Keith Strey
Finance Director

BUDGET RESOLUTION NO. 16-2015

A resolution changing the 2015 budget of the City of Marshfield, Wisconsin.

BE IT RESOLVED by the COMMON COUNCIL of the CITY OF MARSHFIELD as follows:

1. That the sum of \$5,000 is hereby transferred from Safe Routes to School Program Donations, a/c#1014800070.700000 to the Planning & Economic Development budget, a/c #1015690170.702671.

3. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED _____
Mayor

APPROVED _____
Attest – Deputy City Clerk

PUBLISHED _____

DETAIL OF BUDGET RESOLUTION NO. 16-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund Miscellaneous Revenue, a/c# 1014800070.700000:

1. 48500 – Donations	\$ 5,000
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TRANSFERRED TO:

General Fund Planning & Economic Development, a/c# 1015690170.702671:

1. 57330 – Prizes & Awards	\$ 5,000
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* * * * *



City of Marshfield Memorandum

TO: Finance, Budget and Personnel Committee
FROM: Jason Angell, Director of Planning & Economic Development
DATE: July 21, 2015

RE: Budget Resolution No.18–2015 and associated service contract

Background

The City has been approached by a developer that is looking to improve the area near existing TIF District #9. In order to allow the development to move forward, the developer has requested that the City consider expanding the district boundaries to incorporate the subject property and utilize the funding mechanism contained within TIF to allow the project to move forward.

Analysis

Based upon initial conversations with the Common Council, staff has obtained a proposal from Vierbicher who would assist the City in completing the TIF amendment process. The attached proposal/service contract outlines the scope of services and provides an estimated 60-day timeframe to complete the work. The cost for these services is estimated at \$11,900 and would be considered a TIF eligible expense.

Although the FBP Committee is asked to approve a budget resolution, it should be noted that staff is not proposing any new borrowing for this work. Instead we are proposing that we utilize a portion of the previously borrowed funds in TIF 9 that have yet to be spent. These funds were borrowed in late 2014 for a project that ultimately never occurred – 2nd strip mall between Dunkin Donuts and Burger King.

Staff Recommendation

Staff requests the following two approvals:

1. Approve the contract for services with Vierbicher for work related to expanding the boundaries of TIF 9 and authorize staff to execute the contract.
2. Approve Budget Resolution No. 18-2015

Concurrence:

Steve Barg, City Administrator

Keith Strey, Finance Director

BUDGET RESOLUTION NO. 18-2015

A resolution changing the 2015 budget of the City of Marshfield, Wisconsin.

BE IT RESOLVED by the COMMON COUNCIL of the CITY OF MARSHFIELD as follows:

1. That the sum of \$11,900 is hereby transferred from Fund Balance Applied, a/c #4344900008.080000 to the TID #9 Central Ave & Ives Street Fund Urban Development, a/c #4345662008.080000.
2. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED _____
Mayor

APPROVED _____
Attest – Deputy City Clerk

PUBLISHED _____

DETAIL OF BUDGET RESOLUTION NO. 18-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

- 1. TID #9 Central Ave & Ives Street Fund, a/c #4344900008.080000:
 - a. 49300 – Fund Balance Applied \$ 11,900

TRANSFERRED TO:

- 1. TID #9 Central Ave & Ives Street Fund, a/c #4345662008.080000:
 - a. 52100 – Professional Services \$ 11,900

* * * *



July 15, 2015

Jason Angell
Director of Planning & Development
City of Marshfield
630 S. Central Avenue
Marshfield, WI 54449

Re: Agreement to Amend Tax Increment District (TID) No. 9 or Create TID No. 10

Dear Mr. Angell:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Tax Increment District planning services to the City of Marshfield (Client).

I. PROJECT UNDERSTANDING

The Client wishes to encourage new investment in and around the Marshfield Mall and existing TID No. 9. Consultant will assist Client in evaluating whether to create a new TID or amend the existing TID No. 9. Consultant will assist Client with the process of either creating a new TID or amending TID No. 9. Consultant understands TID No. 9 is a blight-elimination TID and a new TID is also likely to be a blight-elimination TID. The proposal would essentially re-create defeated TID #8. Upon initial examination it appears that a new blight determination study, nor a new boundary description would be needed as the work done previously may be suitable for reuse.

One of the projects proposed for the TID is realignment of an existing storm sewer. The Client would like Consultant to prepare an opinion of probable cost for this project. The Client would like to complete this TID process by Sept. 30th, 2015.

II. SCOPE OF SERVICES

1. Discuss and develop TID options, project lists, financial projections, timelines, and responsibilities with City staff. Draft TID boundary and Project Plan in consultation with City staff and provide draft of Plan and boundary to Plan Commission for initial discussion.
2. Consultant shall provide an opinion of probable cost to realign a storm sewer pipe within the project area.
3. Prepare and coordinate publishing of notices and agendas for Public Meetings and Public Hearing related to the TID creation process.

4. Coordinate with the Client, Technical College, School District, and County on Joint Review Board representation, meeting schedule, and Tax Increment Financing information.
5. Facilitate a meeting of the Joint Review Board to review an initial draft proposal to create or amend the TID.
6. Revise draft TID boundary and Project Plan in response to initial Plan Commission comments and provide an updated draft TID Plan to the Plan Commission for a Public Hearing on the proposed TID Project Plan.
7. Draft TID Project Plan for discussion at the Plan Commission Public Hearing shall include:
 - a. Statement of the type, number, and location of the proposed public works or improvements within the district.
 - b. Economic feasibility study.
 - c. Detailed list of estimated project costs.
 - d. Description of finance methods and estimated timeline for costs or monetary obligations.
 - e. Maps showing existing land use, proposed land use, existing and proposed zoning, conditions of the property, and proposed improvements within the TID boundary.
 - f. Proposed changes in zoning ordinances.
 - g. Present and potential value of property.
 - h. Comparison of program to the master plan, official map, building codes, and local ordinances.
 - i. List of estimated non-project costs.
 - j. Statement of a proposed method for the relocation of any displaced persons.
 - k. Statement indicating how creation of the TID promotes the orderly development of the community.
8. Present a summary of the TID creation/amendment at the public hearing and be available to respond to questions or issues that arise during the hearing.
9. Prepare final Project Plan and boundary map as recommended by the Plan Commission.
10. Prepare City Council adoption resolutions and required findings. Provide final Project Plan draft to City for discussion by the City Council.
11. Facilitate a meeting of the Joint Review Board to solicit input and to obtain a final decision regarding creation of the TID.
12. Submit a copy of the Project Plan, TID map, legal notices, and Legal Requirements Reports to the Department of Revenue and the Client.

13. Submit two (2) copies of the final TID Project Plan to the Client, along with an electronic copy suitable for reproduction.

III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT

- A. In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.
 1. Preparation of a blight determination study.
 2. Preparation of a legal description of the TID boundary.
 3. Project cost estimates other than those specifically identified in section II.
 4. Services related to implementation of projects including financing, development agreements, design, permitting, and other related implementation activities.

IV. INFORMATION PROVIDED BY OTHERS & CLIENT RESPONSIBILITY

- A. The Client will solicit public input and will work with Consultant to develop an appropriate TIF program.
- B. The Client will review TIF program materials and schedule meetings and public hearings in a timely manner.
- C. The Client will provide planning studies, TIF reports, and blight findings that relate to the area proposed for the TID, as well as a legal description for the boundary of former TID No. 8. Client will also provide cost estimates for project costs other than those to be provided by Consultant as described in section II 2.
- D. The Plan Commission will review and recommend a final TIF program to the City Council for adoption.
- E. The City Council will accept a TIF program and take appropriate action.
- F. The Client will convene a Joint Review Board.
- G. The Client and Client's Assessor will provide property and tax information; and prepare and submit the Base Year Package to the Department of Revenue.
- H. The Client will provide the services of their attorney to review all elements of the TID creation process and project plan; and provide an opinion whether the plan is complete and complies with state statute required by Wisconsin Statute 66.1105.
- I. The Client will review cost estimates for project costs to be included in the project plan including land acquisition, infrastructure improvements, utility extensions, etc.
- J. The Client will provide copies of all studies, reports, and other available information that may be helpful in the creation of the TID.
- K. If a whole parcel of real property needs to be split on the tax roll to accommodate the amendment of the TID, the Client will be responsible for facilitating the parcel split.
- L. The Client will be responsible for obtaining the financing for the TID projects.

M. The Client will pay for all newspaper publications costs.

V. SCHEDULE

Consultant anticipates completion of the TID creation/amendment process by Sept. 30, 2015 assuming authorization to proceed is received from Client by July 17, 2015. A preliminary timetable is included with this document.

VI. SCHEDULE OF DELIVERABLES

- A. Notices and agendas for public meetings.
- B. Resolutions
- C. PDF copies of draft documents throughout the process will be provided to Client for printing and distribution.
- D. Two (2) hard copies of the final TID project plan for the Client, along with an electronic copy suitable for reproduction.
- E. Copy of the project plan, TID map, legal notices, and legal requirements reports for the Department of Revenue and the Client.

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Becker, CEcD, Project Manager. He, along with other personnel, will provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates Jason Angell, Director of Planning & Development, as its representative. Consultant will direct all communications that have a substantive impact on the project to Jason.

VIII. FEES

The estimated fee to provide the scope of services described herein is: **\$11,900**. Consultant will not bill beyond this estimate without authorization from the Client. Consultant will promptly notify the Client if additional effort is required beyond that anticipated by the described scope of services.

The above fee includes five meetings in the City of Marshfield:

- Staff meeting, site visit *and Plan Commission meeting #1*: Discuss first draft of a new or amended TID project plan, budget, and projects.
- *Joint Review Board (JRB) meeting #1*: Introduce draft TID Project Plan, confirm JRB chair, confirm at-large JRB member.
- *Plan Commission meeting #2*: Public hearing to discuss draft TID plan and boundary.
- *City Council meeting*: Discuss adoption of TID plan and boundary
- *Joint Review Board meeting #2*: Consider adoption of TID No. 3 Project Plan.

The above fee estimate is for a TID of up to 10 parcels. Reimbursable expenses are included in the above stated fees. **All fees associated with this contract are eligible for recovery from the TID.**

IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 7/1/14 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Gary Becker, CEcD
Project Manager

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant

By: _____
Jason Angell, Director of Planning &
Development
City of Marshfield
416 Freemont Street
Marshfield, WI 54166



Gary Becker, CEcD
Project Manager
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Date

July 15, 2015

Date

Witness

Witness

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CITY OF MARSHFIELD
TAX INCREMENT DISTRICT CREATION/AMENDMENT

Preliminary Summary of Activities and Timetable
Updated: 7/15/15

Action	Party Responsible	Date
1. City Council Meeting: Authorization to proceed with creation/amendment of TID.	City Council	7/14/15
2. Staff meeting and site visit.	City Staff/ Vierbicher	7/21/15
3. Plan Commission Meeting: <ul style="list-style-type: none"> • Review TID budget, boundary, blight determination and Project Plan elements • Schedule Plan Commission public hearing for TID (if no major further discussion needed) 	Vierbicher/ City Staff / Plan Commission	7/21/15
4. Prepare Draft TID Project Plan, resolutions, preliminary TID budget.	Vierbicher	7/15/15 – 8/05/15
5. Letters to taxing jurisdictions confirming JRB appointments.	Vierbicher	8/05/15
6. JRB notice to newspaper.	Vierbicher	8/20/15
7. Public hearing notice to newspaper.	Vierbicher	8/20/15
8. Mail out JRB packets.	Vierbicher	8/24/15
9. Send hearing notices to taxing entities.	Vierbicher	8/24/15
10. Publish notice for TID JRB meeting (<i>Class I</i>)	Newspaper	8/27/15
11. Publish notice for TID boundary & Project Plan public hearing (<i>Class II</i>)	Newspaper	8/27/15 9/3/15
12. Send letter to property owners within TID boundary (<i>at least 15 days prior to hearing</i>).	City Staff	8/28/15
13. JRB – First Meeting on TID Creation/Amendment: Confirm chairperson and at-large member, discuss draft TID Project Plan and boundary (<i>at least 5 days after publication of JRB meeting notice; latest date 14 days after first notice of Public Hearing</i>)	Vierbicher / City Staff / JRB	9/1/15 to 9/10/15
14. Plan Commission Meeting: <ul style="list-style-type: none"> • Public hearing – TID boundary and Project Plan (<i>at least 7 days after last insertion of public notice</i>) • Consider adoption of TID boundary and Project Plan, refer to City Council for Approval 	City Staff / Plan Commission	9/15/15
15. Provide information to City Attorney for attorney opinion letter.	Vierbicher	9/18/15
16. City Council Meeting: <ul style="list-style-type: none"> • Review TID boundary and Project Plan • Consider approval of TID boundary and Project Plan (<i>Not less than 14 days after public hearing</i>) 	City Staff / City Council	9/30/15 (special)
17. JRB notice to newspaper	Vierbicher	TBD
18. Mail out JRB packets.	Vierbicher	TBD
19. Publish JRB meeting notice.	Newspaper	TBD
20. JRB – Final Meeting on TID Creation/Amendment: Approval of TID boundary and Project Plan by JRB (<i>At least 5 days after publication of meeting notice and within 30 days of City Council approval</i>)	City Staff / JRB	TBD
21. Notify DOR of TID creation/amendment.	City Staff	Following JRB
22. Submit TID boundary and Project Plan package to Wisconsin Department of Revenue (with \$1,000 certification fee)	City Clerk/ Assessor	By Oct 31, 2015

The official newspaper of the City of Marshfield is the Marshfield News-Herald, published 7 days. Notices should be sent by the day prior to publication – 888-774-7744. Plan Commission meets the 3rd Tuesday of each month. City Council meets 2nd & 4th Tuesday at 7:00 p.m.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Contract

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

- E. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- G. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- H. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90

days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

8. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or

expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of express or implied warranty.

- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

10. Use of Documents

All documents prepared or furnished by consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized used by Client or others acting through Client.

12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the

industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

14. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

15. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

16. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

17. Successors Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation,

moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

18. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

19. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located.



Memo

TO: Finance

Date: July 14th, 2015

Duffy's Aircraft
400 West 29th Street
Marshfield, WI 54449
T 715-387-2211
F 715-384-5251
jeff@duffysaircraft.com
www.duffysaircraft.com

From: Jeff Gaier

Regarding: Invoice from the Bureau of Aeronautics

We are requesting a budget resolution for an unexpected higher bill than anticipated from the Wisconsin Bureau of Aeronautics in the amount of \$8334.00. This bill is for the remainder of our share for the land purchase of the Power Pac property covered by the airport's clear zone easement, and the clean-up of the Grosbier property that the Bureau recently purchased for the airport.

We were anticipating the Grosbier clean up portion of the bill, but not the Power Pac property purchase for this year. We were anticipating that the litigation for the Power Pac property would go into 2016. As it stands, the judge ruled on the litigation for the Power Pac property and Power Pac has removed their race track. This action seems to imply that they will not proceed with additional appeals.

The Wisconsin Bureau of Aeronautics is proceeding with the purchase of the Power Pac property that is covered by the airport clear zone. They will conduct several survey studies before a new offer to purchase the Power Pac property can be made. Unfortunately, their previous data from 2013 can not be used as it has passed the statute of limitations for the survey data.

At this time we do believe that the existing airport budget could absorb this bill. Line item 101-53510-33-52500 (the Airport Repair/ Maintenance Service).

If you have any questions or concerns, please let me know.

Thank you.

Jeff Gaier - Airport

Memo

Duffy's Aircraft
400 West 29th Street
Marshfield, WI 54449
T 715-387-2211
F 715-384-5251
jeff@duffysaircraft.com
www.duffysaircraft.com

BUDGET RESOLUTION NO. 19-2015

A resolution changing the 2015 budget of the City of Marshfield, Wisconsin.

BE IT RESOLVED by the COMMON COUNCIL of the CITY OF MARSHFIELD as follows:

1. That the sum of \$8,334 is hereby transferred within the General Fund Airport Budget, a/c # 1015351033.330000 from Repairs & Maintenance operating expense to Land capital outlay expense.
2. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED _____

Mayor

APPROVED _____

Attest – City Clerk

PUBLISHED _____

DETAIL OF BUDGET RESOLUTION NO. 19-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund, Airport Budget, a/c# 1015351033.330000:

1. 52500 – Repairs & Maintenance	\$ 8,334
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TRANSFERRED TO:

General Fund, Airport Budget, a/c# 1015351033.330000:

1. 58810 – Land	\$ 8,334
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* * * *



Division of Transportation
Investment Management
PO Box 7914
Madison, WI 53707-7914

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

May 27, 2015

MARSHFIELD MUNICIPAL AIRPORT
DUFFY GAIER, MANAGER
400 W 29TH STREET
MARSHFIELD WI 54449

Marshfield Municipal Airport

Federal Airport Project 3-55-0039-08

Land acquisition for runway approach protection (parcels 42,43,44,45 and 49); airport planning study; crackseal airfield pavements and necessary related work.

Dear Mr. Gaier:

To date our records indicate we have received \$23,657.00 towards your share of this project. Please send us a check in the amount of \$8,334.00 to pay for your remaining share of this project, as indicated in the State Finding signed 4/18/11, Superseding Findings signed 3/28/12 and 5/5/14, Directives signed 6/28/13 and 5/26/15.

This amount represents your estimated share of project costs. If project costs differ from original estimates, we may request additional funds or return funds to you at a later date.

Please follow the instructions on the attached invoice when sending your check. If you have questions regarding this billing, contact us.

Sincerely,

A handwritten signature in blue ink that reads "Tamera Weaver".

Tamera Weaver
(608) 267-7110
tamera.weaver@dot.wi.gov

TJW
800dev.dot/r.03/11/15



Division of Business Management
 Bureau of Business Services
 PO Box 7366
 Madison, WI 53707-7366

(608) 267-3145

INVOICE

69054

Invoice Date:

5/29/2015

HAROLD GAIER, MGR.
 MARSHFIELD MUNICIPAL AIRPORT-ROY SCHWERY FIE
 400 W 29TH ST
 MARSHFIELD, WI 54449

Account #: MARS5
 Customer P.O.#:

<i>Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
MARSHFIELD MUNICIPAL AIRPORT FEDERAL AIRPORT PROJECT 3-55-0039-08 LAND ACQUISITION FOR RUNWAY APPROACH PROTECTION (PARCELS 42,43,44,45 AND 49) AIRPORT PLANNING STUDY CRACKSEAL AIRFIELD PAVEMENTS AND NECESSARY RELATED WORK	1	\$8,334.000	\$8,334.00

Total:	\$8,334.00
State Sales Tax:	\$0.00
Local Sales Tax:	\$0.00
Stadium Tax:	\$0.00
Invoice Total:	\$8,334.00
Paid:	
Balance Due:	\$8,334.00

(Please refer to the above invoice number for all inquiries) - Retain this part for your records

Invoice Number: 69054 Balance Due: \$8,334.00 **AMOUNT PAID:** _____

Date: 5/29/2015

Make checks payable to:
 Wisconsin Dept. of Transportation

Mail To:
 Wisconsin Dept. of Transportation
 Bureau of Business Services
 P.O. Box 7366
 Madison, WI 53707-7366

**** For proper credit, return this part with your remittance ****