AGENDA
BOARD OF PUBLIC WORKS
CITY OF MARSHFIELD, WISCONSIN
MONDAY, APRIL 30, 2018 at 5:30 PM
COUNCIL CHAMBERS, CITY HALL PLAZA

1. Call meeting to order – Secretary Knoeck
2. Approval of minutes of April 16, 2018 Board of Public Works meeting
3. Citizen Comments
4. Election of Chairman of the Board of Public Works
5. Election of Vice Chairman of the Board of Public Works
6. Award quotations for equipment purchases – Presented by Dean Schiller, Street Superintendent
   a. ¾ ton pickup truck for Street Division
   b. ¾ ton pickup truck with Tommy Gate for Parks & Recreation Department
   c. Utility vehicle/gator for Parks & Recreation Department, Zoo Operations
7. Award bid for Baseball/Softball Facility Improvements – Presented by Ben Steinbach, Parks & Recreation Supervisor
8. Approval to seek bids for Cemetery Chapel Demolition – Presented by Mike Baltus, Cemetery Coordinator
9. Award bids for Hume Avenue Street Opening Project – Presented by Tom Turchi, City Engineer
10. Approval of Resolution No. 2018-28 naming Street Superintendent as authorized representative for recycling grants and reporting – Presented by Dan Knoeck, Director of Public Works
11. Approval of easement to Charter Communications along the west edge of Wenzel Plaza – Presented by Dan Knoeck, Director of Public Works
12. Approval of easement to Marshfield Utilities across City property to serve Complete Filtration – Presented by Dan Knoeck, Director of Public Works
13. Report on snow event of 4/13/18 to 4/15/18 – Presented by Dean Schiller, Street Superintendent
14. Closed Session: Pursuant to Wisconsin Statute 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 reasons require a closed session.
   • Possible sale of land along west side of Oak Avenue north of West 4th Street
15. Reconvene in Open Session
16. Action on matter discussed in closed session, if appropriate
17. Recommended items for future agendas
18. Adjournment

Posted this 27th day of April, 2018 at 4:00 PM by Daniel G. Knoeck, Director of Public Works
1. Call meeting to order – Secretary Knoeck

2. Approval of minutes of April 16, 2018 Board of Public Works meeting

3. Citizen Comments

4. Election of Chairman of the Board of Public Works

5. Election of Vice Chairman of the Board of Public Works

6. Award quotations for equipment purchases – Present by Dean Schiller, Street Superintendent
   a. ¾ ton pickup truck for Street Division
      See attached memo.  **Recommend purchase of a 2019 F-250 XL from V & H at a cost of $29,682.00.**
   b. ¾ ton pickup truck with Tommy Gate for Parks & Recreation Department
      See attached memo.  **Recommend purchase of a 2019 Ford F-250 XLT with Tommy Gate from V & H at a cost of $38,369.00.**
   c. Utility vehicle/gator for Parks & Recreation Department, Zoo Operations
      See attached memo.  **Recommend purchase of a 2018 JD Gator XUV835M HVAC from PPI with a 45 gallon sprayer, 72” hydraulic blade and 4,500 lb. winch at a cost of $24,534.36 (to include trade in).**

7. Award bid for Baseball/Softball Facility Improvements – Presented by Ben Steinbach, Parks & Recreation Supervisor
   See attached memo.  **Recommend approval of low base bid from Becks sports Turf Specialists at a cost of $35,912.00.**

8. Approval to seek bids for Cemetery Chapel Demolition – Presented by Mike Baltus, Cemetery Coordinator
   See attached memo.  **Recommend approval for the Parks & Recreation Department to solicit bids for the demolition of the Hillside Cemetery Chapel.**

9. Award bids for Hume Avenue Street Opening Project – Presented by Tom Turchi, City Engineer
   See attached memo.  **Recommend awarding Contract 2018-01 for Hume Avenue street opening projects to Earth, Inc. of Arpin, WI in the amount of $1,054,695.60.**

10. Approval of Resolution No. 2018-28 naming Street Superintendent as authorized representative for recycling grants and reporting – Presented by Dan Knoeck, Director of Public Works
    See attached memo and Resolution.  **Recommend approval of Resolution No. 2018-28 naming the Street Superintendent as the authorized representative for Recycling Grants and Report.**

11. Approval of easement to Charter Communications along the west edge of Wenzel Plaza – Presented by Dan Knoeck, Director of Public Works
    See attached memo and map.  **Recommend approval of the easement to Charter Communications along the west side of the Wenzel Family Plaza and authorize execution by the Mayor and City Clerk.**

12. Approval of easement to Marshfield Utilities across City property to serve Complete Filtration – Presented by Dan Knoeck, Director of Public Works
    See attached memo and easement.  **Recommend approval of the easement to Marshfield Utilities in the East Industrial Park and authorize execution by the Mayor and City Clerk.**

13. Report on snow event of 4/13/18 to 4/15/18 – Presented by Dean Schiller, Street Superintendent
    See attached memo.  This is an informational item only.

14. Closed Session:  Pursuant to Wisconsin Statute 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 reasons require a closed session.
    • Possible sale of land along west side of Oak Avenue north of West 4th Street

15. Reconvene in Open Session

16. Action on matter discussed in closed session, if appropriate

17. Recommended items for future agendas

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

PRESENT: Gordon Earll, Ed Wagner, Tom Witzel & Chris Jockheck
EXCUSED: None
ABSENT: Mike Feirer
ALSO PRESENT: City Administrator Barg; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; Development Services Director Miller; Parks & Recreation Director Caspersen; Street Superintendent Schiller; Wastewater Superintendent Warp; Steve MacSwain; the media; and others.

PW18-27 Motion by Jockheck, second by Witzel to recommend approval of the minutes of the April 2, 2018 Board of Public Works meeting. 
Motion Carried

Citizen Comments: None

PW18-28 Motion by Wagner, second by Witzel to recommend approval of the outdoor dining PROW application for Blue Heron Brew Pub on property located at 108 West 9th Street, subject to the following conditions:

- An outdoor dining area is permitted at 108 West 9th Street until November 1, 2018.
- Allow service of alcoholic beverages while food is served within the outdoor dining area provided the liquor license allows for it.
- Alcohol may only be consumed within the dining area and allow a variance to the policy to allow alcohol to be served in glass containers.
- Allow enhancement to remain in the outdoor dining area through the duration of the outdoor dining area use this year provided the applicant is able to anchor or lock the furniture away and the furniture is kept in a clean and sanitary condition.
- The outdoor dining area shall be designated as “No Smoking”.
- Music is permitted, but must follow the regulations of the noise ordinance.
- The dining area is limited to the space outlined by the planters (no greater than 5 feet from the property line along 9th Street).
- The outdoor dining area shall be closed by 10:00 PM daily.
- The outdoor dining area shall be properly lit when in use.
- Upon approval of the PROW permit, a certificate of liability insurance is required in the amount of $100,000 to the City Clerk’s office.

Motion Carried

PW18-29 Motion by Jockheck, second by Witzel to recommend approval of the outdoor dining PROW application for Scotty’s Pizza on property located at 100 South Chestnut Avenue, subject to the following conditions:

- An outdoor dining area is permitted at 100 South Chestnut Avenue until November 1, 2018.
- Allow service of alcoholic beverages while food is served within the outdoor dining area provided the liquor license allows for it.
- Alcohol may only be consumed within the dining area and may only be served in non-breakable containers such as cans or plastic containers.
- Allow enhancement to remain in the outdoor dining area through the duration of the outdoor dining area use this year provided the applicant is able to anchor or lock the furniture away and the furniture is kept in a clean and sanitary condition.
- The outdoor dining area shall be designated as “No Smoking”.
• Music is permitted, but must follow the regulations of the noise ordinance.
• The dining area is limited to the space outlined by the planters (no greater than 10 feet from the building along 1st Street).
• The outdoor dining area shall be closed by 10:00 PM daily.
• The outdoor dining area shall be properly lit when in use.
• Upon approval of the PROW permit, a certificate of liability insurance is required in the amount of $100,000 to the City Clerk’s office.

Motion Carried

PW18-30  Motion by Wagner, second by Witzel to recommend accepting the land donation of 3.32 acres, located immediately behind Wal-Mart, from McMillan Acres, LLC provided the adjacent property owner is willing to work to lift the covenants and restrictions and only after the covenants and restrictions have been lifted.

Motion Carried

PW18-31  Motion by Jockheck, second by Witzel to recommend authorizing the Parks & Recreation Department to solicit proposals for professional consulting services for the Braem Park Master Plan and to bring back the proposals for consideration.

Motion Carried

PW18-32  Motion by Jockheck, second by Wagner to recommend approval of the bid submitted by American Asphalt of Mosinee, WI for the 2018 Asphalt Paving Program in an amount not to exceed budgeted funding and authorize execution of a contract.

Motion Carried

Wastewater Superintendent Warp updated the Board of Public Works on the Wastewater Treatment Plant Discharge Permit. This was an informational item only.

City Administrator Barg presented a summary presentation of the 2019-2023 Capital Improvement Program as prepared by the CIP Administrative Committee.

PW18-33  Motion by Wagner, second by Jockheck to recommend approval of the 2019-2023 Capital Improvement Program as recommended by the CIP Administrative Committee and refer to the Common Council for their consideration.

Motion Carried

Director of Public Works Knoeck recognized Alderman Wagner for his years of service and leadership on the Board of Public Works.

PW18-34  Motion by Jockheck, second by Witzel to recommend that the first Board of Public Works meeting in May be held on Monday, April 30, 2018 at 5:30 PM and that the second meeting in May be held on Monday, May 14, 2018 at 5:30 PM.

Motion Carried

Recommended items for future agendas: None

Motion by Witzel, second by Wagner that the meeting be adjourned at 6:26 PM.

Motion Carried

Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS
To:          Board of Public Works
From:       Dean A. Schiller, Street Superintendent
Date:       4-19-18
RE:         Purchase of ¾ ton truck

ACTION TYPE: This item is for possible Board of Public Works Approval/Denial.

BACKGROUND & SUMMARY: The current ¾ ton truck (unit #99) was purchased new in 2000 for $23,249. It has approx. 144,582 miles. Over the last five (12) years, maintenance and repair costs have totaled $11,187.18. Truck condition is very poor with a lot of rust on the box. The truck is primarily used on the sanitary crew for sewer repairs. The existing truck (unit #99) will be sold on the Wisconsin Surplus online auction site.

The city has budgeted $40,000 for this purchase. Below are four proposals for review.

F-250 SD State Bid (Ewald) 2018 $30,397.00
Silverado 2500 State Bid (Holz) 2018 $30,782.00
F-250 XL V&H (2019) $29,682.00
Silverado 2500 Wheeler (2019) $38,853.00

STAFF RECOMMENDATION: Staff recommends the Board approve the purchase of a 2019 F-250 XL from V&H Automotive. If the Board is in agreement, the following motion may be made: “Motion to approve purchasing a 2019 F-250 XL Ford from V&H Automotive for $29,682.00”

POLICY/PLAN REFERENCE(S):
1. Approved 2018 Machinery Operations Equipment Fund
2. Account #: 701.18500

FISCAL IMPACT: $29,682.00

Attachments:
1. Summary Sheet
## 2018 Street Division

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<tr>
<th>Model</th>
<th>Ewald's Hartford Ford, LLC</th>
<th>Holz Motors, Inc. Hales Corners, WI</th>
<th>V &amp; H Automotive Marshfield, WI</th>
<th>Wheeler Chevrolet Marshfield, WI</th>
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<td>3/4 ton Truck</td>
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<td><strong>$30,782.00</strong></td>
<td><strong>$29,682.00</strong></td>
<td><strong>$38,853.00</strong></td>
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To: Board of Public Works  
From: Dean A. Schiller, Street Superintendent  
Date: 4-19-18  
RE: Purchase of ¾ ton truck w/Tommy Lift  

**ACTION TYPE:** This item is for possible Board of Public Works Approval/Denial.  

**BACKGROUND & SUMMARY:** The current ¾ ton truck (unit #101) was purchased new in 2001 for $19,866. It has approx. 92,199 miles. Over the last Twelve (12) years, maintenance and repair costs have totaled $12,428.82. Truck condition is poor with a lot of rust. The truck is primarily used for the Park maintenance operations. The existing truck (unit #101) will be sold on the Wisconsin Surplus online auction site.  

The new ¾ ton truck would be purchased with a Tommy Gate. This would help the Park and Recreation Dept. with getting supplies in and out of the truck bed for park maintenance. The city has budgeted $45,000.00 for this purchase. Below are six proposals for review.  

- **Ford F-250 State Bid (Ewald) 2018** $36,222.00  
- **Chevy Silverado 2500 State Bid (Holz) 2018** $35,348.00  
- **Dodge Ram 2500 State Bid (Ewald) 2018** $36,574.00  
- **Ford F-250 XLT (V & H Automotive) 2019** $38,369.00  
- **Dodge Ram 2500 (V & H Automotive) 2018** $44,710.00  
- **Chevy Silverado 2500HD (Wheeler) 2019** $43,580.00  

Lowest State Bid is the F-250 Ford from Ewald’s Hartford Ford, LLC at a price of $36,222.00. The lowest local proposal is from V&H Automotive for a F-250 Ford at a price of $38,369.00 Difference in price is $2,147. All truck proposals include the Tommy Gate.  

**STAFF RECOMMENDATION:** Staff recommends the Board go with the local vendor and approve the purchase of a 2019 Ford F-250XLT from V & H Automotive, Inc. If the Board is in agreement, the following motion may be made: **“Motion to approve purchasing a 2019 Ford F-250XLT w/Tommy Gate from V & H Automotive at a cost of $38,369.00”**
POLICY/PLAN REFERENCE(S):
  1. Approved 2018 Machinery Operations Equipment Fund
  2. Account #:701.1.8500

FISCAL IMPACT:
$38,369.00

Attachments:
  1. Summary Sheet
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<tr>
<th>Model</th>
<th>Ewald's Hartford Ford, LLC Hartford, WI</th>
<th>Holz Motors, Inc. Hales Corners, WI</th>
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<th>Model</th>
<th>V &amp; H Automotive Marshfield, WI F-250 XLT Crew Cab 4WD</th>
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<td>3/4 ton Truck</td>
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<td><strong>Total</strong></td>
<td><strong>$38,369.00</strong></td>
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City of Marshfield

AGENDA MEMORANDUM

To: Board of Public Works
From: Dean A. Schiller, Street Superintendent
Date: 4-4-18
RE: 2018 Zoo UTV – Parks & Recreation Dept.

ACTION TYPE: This item is for possible Board of Public Works Approval/Denial.

BACKGROUND & SUMMARY: The current Zoo Gator XUV is a 2009 model. Purchase price was $16,336.74. It has approx. 3056 hrs. Over the last six years, maintenance and repair costs have totaled $8,793.42. Last year the Gator was down for a time where the Park & Rec. Dept. had to rent another unit to get through the summer. The zoo UTV is used for animal care and other zoo operations throughout the year. The Existing unit would be traded-in to PPI for $3,000.

The new unit would come with a 45 gal. slide in sprayer unit for weed control during the summer and anti-icing sidewalks/trail around the zoo during the winter. The new unit will come with an upgraded 72” straight hydraulic blade for plowing and a 4500 lbs. winch. The city has budgeted $24,500 for this purchase. Below are eight proposals for review.

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<td>Bob Cat Plus – Bobcat 3500</td>
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<td>Chili Implement – Kubota RTV 1100</td>
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<td>PPI – Kawasaki Pro-Fx EPS</td>
<td>$23,132.00</td>
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PPI – JD Gator XUV835M HVAC (Base Price) $21,559.80 (see summary sheet)

45 Gal. Sprayer $952.33
4500 lbs. Winch $1,519.23  Staff Recommended
Upgraded to a Hydraulic Blade (72” Straight) $3,503.00
Trade-In -$3,000.00
Total $24,534.36

STAFF RECOMMENDATION: Staff recommends the Board approve the purchase of the JD Gator XUV835M HVAC from PPI. Staff recommends upgrading to a 72” Hydraulic Blade, purchasing the 45 gal Sprayer and the 4500 lbs Winch. If the Board is in agreement, the following motion may be made:

"Motion to trade in the existing 2009 JD Gator XUV for $3,000 and approve purchasing a 2018 JD Gator XUV835M HVAC from PPI with a 45 gal. Sprayer, 72” Hydraulic Blade and 4500 lbs. Winch at a cost of $24,534.36”
POLICY/PLAN REFERENCE(S):
1. Approved 2018 Machinery Operations Equipment Fund
2. Account #:701.:8500

FISCAL IMPACT:
$24,534.36

Attachments:
1. Summary Sheet
2. UTV Quote Summary with add-ons
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<td>1 year</td>
<td>1 year</td>
</tr>
<tr>
<td></td>
<td>$25,328.00</td>
<td>$22,487</td>
<td>$24,615.00</td>
</tr>
</tbody>
</table>

- # 927.2 - Standard Blade
- # 21557.80
## Quote Summary

**Prepared For:**
City Of Marshfield  
630 S Central Ave  
Marshfield, WI 54449  
Business: 715-305-1434

**Prepared By:**
Cheryl Trulen  
Power-Pac, Inc.  
3802 South Central Avenue  
Marshfield, WI 54449  
Phone: 800-232-0293  
cheri@powerpacequipment.com

**Quote Id:** 15668240  
**Created On:** 06 July 2017  
**Last Modified On:** 29 March 2018  
**Expiration Date:** 30 April 2018

### Equipment Summary

<table>
<thead>
<tr>
<th>Equipment Summary</th>
<th>Suggested List</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN DEERE XUV835N HVAC (MY18)</td>
<td>$25,958.29</td>
<td>$21,389.78</td>
<td>1</td>
<td>$21,389.78</td>
</tr>
<tr>
<td>WARN ProVantage 2041 kg (4500 lb) Winch</td>
<td>$963.69</td>
<td>$891.28</td>
<td>1</td>
<td>$891.28</td>
</tr>
<tr>
<td>4500LB Winch Mounting Kit</td>
<td>$254.84</td>
<td>$229.09</td>
<td>1</td>
<td>$229.09</td>
</tr>
<tr>
<td>4500LB Winch Receiver Mount</td>
<td>$272.86</td>
<td>$272.86</td>
<td>1</td>
<td>$272.86</td>
</tr>
<tr>
<td>Front Attachment Harness</td>
<td>$140.17</td>
<td>$126.00</td>
<td>1</td>
<td>$126.00</td>
</tr>
<tr>
<td>Front Turn Signals Light</td>
<td>$80.26</td>
<td>$170.02</td>
<td>1</td>
<td>$170.02</td>
</tr>
<tr>
<td>BOSS 72&quot; STRAIGHT HYDRAULIC BLADE</td>
<td>$3,503.00</td>
<td>$3,503.00</td>
<td>1</td>
<td>$3,503.00</td>
</tr>
</tbody>
</table>

**Equipment Total** $26,582.03

### Trade In Summary

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Each</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>2008 JOHN DEERE GATOR XUV 620I GAS GRN &amp; YEL - M0XUVGX0277'0</td>
<td>1</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

**PayOff:** $0.00  
**Total Trade Allowance:** $3,000.00  
**Trade In Total:** $3,000.00

### Quote Summary

- **Equipment Total** $26,582.03  
- **Trade In** $3,000.00  
- **Dealer Service Fee** $0.00  
- **SubTotal** $23,582.03  
- **Est. Service Agreement Tax** $0.00

**Salesperson:** X  
**Accepted By:** X

*Confidential*
### Quote Summary

**Prepared For:**
City Of Marshfield  
630 S Central Ave  
Marshfield, WI 54449  
Business: 715-305-1434

**Prepared By:**
Cheryl Trulen  
Power-Pac, Inc.  
3802 South Central Avenue  
Marshfield, WI 54449  
Phone: 800-232-0293  
cheri@powerpacequipment.com

**Quote Id:** 15668240  
**Created On:** 06 July 2017  
**Last Modified On:** 28 March 2018  
**Expiration Date:** 30 April 2018

**BEN STEINBACH EMAIL**  
**BEN.STEINBACH@CI.MARSHFIELD.WI.US**

<table>
<thead>
<tr>
<th>Equipment Summary</th>
<th>Suggested List</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN DEERE 45-gal. Deluxe Gator Sprayer</td>
<td>$ 952.33</td>
<td>$ 952.33</td>
<td>X 1</td>
<td>$ 952.33</td>
</tr>
</tbody>
</table>

**Equipment Total**  
$ 952.33

---

**Quote Summary**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equipment Total</td>
<td>$ 952.33</td>
</tr>
<tr>
<td>Dealer Service Fee</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>SubTotal</td>
<td>$ 952.33</td>
</tr>
<tr>
<td>Est. Service Agreement Tax</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>Total</td>
<td>$ 952.33</td>
</tr>
<tr>
<td>Down Payment</td>
<td>(0.00)</td>
</tr>
<tr>
<td>Rental Applied</td>
<td>(0.00)</td>
</tr>
<tr>
<td>Balance Due</td>
<td>$ 952.33</td>
</tr>
</tbody>
</table>

---

**Salesperson:** X__________  
**Accepted By:** X__________

*Confidential*
DATE: April 30, 2018  
TO: Board of Public Works  
FROM: Justin Casperson, Parks and Recreation Director  
RE: Baseball/Softball Facilities PR-L-2808 – UW ballfield project approval

Summary:
The purpose of my memo is to seek approval of the low bid for the reconstruction of the UW ballfields from Becks Sports Turf Specialists.

The reconstruction of the UW ballfields is part of a larger project, called the Baseball/Softball Facilities Project PR-L-2808. The larger project includes renovating of the UW fields, repairing the batting cages at Fairgrounds, replacing batting cage nets at Steve J. Miller, fixing fences at all locations, and improving warm-up areas and dugouts at all parks.

The UW ballfield reconstruction project entails the excavation of the existing material and sod, a weed treatment, installation of infield mix, top dressing, bases and home plate. There are two fields at the UW property. The field closest to the parking lot will be converted to a high school size practice field or the base bid. The second field farthest from the parking lot will be converted to a youth size practice field or Alternate A.

The City received a total of 2 bids (see below). All companies had good references and qualified job experience. The 2018 budget for the Baseball/Softball Facilities Project is $50,000 with funding sources from the room tax fund & private donations.

<table>
<thead>
<tr>
<th>Company</th>
<th>Base Bid</th>
<th>Alternate A</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beck’s Sports Turf</td>
<td>$35,912</td>
<td>$19,759</td>
<td>$55,671</td>
</tr>
<tr>
<td>Midwest Fields</td>
<td>$39,955</td>
<td>$22,200</td>
<td>$62,155</td>
</tr>
</tbody>
</table>

Recommendation:
To approve the low base bid from Becks Sports Turf Specialists of $35,912.00 and authorize staff to execute contracts.

Attachment(s):
None.
DATE: April 30, 2018
TO: Board of Public Works
FROM: Justin Casperson, Parks and Recreation Director
RE: Hillside Cemetery Chapel Demolition

Summary:
The purpose of my memo is to seek approval to solicit bidders for the demolition of the Vaughn/Hansen Chapel at the Hillside Cemetery.

The Vaugh/Hansen Chapel building was constructed in 1977. The main function of the building was for hosting graveside services. The last known service was in 2006. The building suffered flooding when a water line froze and broke. The repair costs are estimated near $100,000. It was decided to tear the building down because it needs of so many repairs and there is no use for the building.

Recommendation:
To grant approval for the Parks and Recreation Department to solicit bids for the demolition of the Hillside Cemetery Chapel.

Attachment(s):
None.
TO: Board of Public Works  
FROM: Tom Turchi, City Engineer  
DATE: April 27, 2018  
RE: Bid Summary and Award for Contract 2018-01 (2018 Street Opening & Utility Construction)

- Hume Ave - Becker Rd to 1300 FT north  
  - PROJECT No.s: 312280, 312281, 352283 & 316782 Plan No. 3637  
- Hume Avenue - 300' North of McMillan to North  
  - PROJECT No.s: 312253, 312254, 312255, 352255 & 316781 Plan No. 3612

BACKGROUND

Bids were opened for the projects noted above on Monday, April 9th, 2018. We received two bids for this work. The low bid was submitted by Earth, Inc. of Arpin, WI in the amount of $1,054,695.60.

Bids received are shown in the table below:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bond</th>
<th>BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Earth, Inc.</td>
<td>Y</td>
<td>$1,054,695.60</td>
</tr>
<tr>
<td>Haas Sons, Inc.</td>
<td>Y</td>
<td>$1,116,436.76</td>
</tr>
</tbody>
</table>

ANALYSIS

The total cost of the project, including asphalt paving is estimated at $1,179,564.00. The funding sources are as follows:

- Long term debt $1,039,000  
- Developer deposit $102,000  
- Wastewater utility $144,000  
- Water utility $33,000  
- School District $64,000  
  - (tennis court parking lot)  
- Total Funding $1,349,000

RECOMMENDATION:

I recommend that Contract 2018-01 (2018 Street Opening & Utility Construction) be awarded to the low bidder of Earth, Inc. of Arpin, WI in the amount of $1,054,695.60 and to authorize execution of a contract.

Respectfully submitted,

Thomas R. Turchi
April 27, 2018

TO: Board of Public Works

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Approval of Resolution 2018-28 Naming Street Superintendent as Authorized Representative for Recycling Grants and Reporting

BACKGROUND

For Municipalities to be eligible for recycling grants through the Department of Natural Resources (DNR), they must designate an individual to act as the Authorized Representative. This is most often a staff person and in our case, it has been the Street Superintendent dating back to the start of our recycling program.

ANALYSIS

The recent change is Street Superintendent has triggered the need to update the City’s Authorizing Resolution. In the past, the resolution has named a specific individual. DNR suggests that the resolution name a position rather than an individual, which the attached resolution does.

RECOMMENDATION

Approve Resolution 2018-28 Naming the Street Superintendent as the Authorized Representative for Recycling Grants and Reporting.
RESOLUTION NO. 2018-28

WHEREAS, the City of Marshfield hereby requests financial assistance under s. 287.23 and s. 287.24. Wis. Stats., Chapters NE 542, 544, Wis. Admin. Code, for the purpose of planning, constructing or operating a recycling program with one or more components specified in s. 287.11(2)(a) to (h), Wis. Stats.,

THEREFORE, BE IT RESOLVED, that the City of Marshfield HEREBY AUTHORIZES the Street Superintendent, an official or employee of the responsible unit, to act on its behalf to: Submit an application to the Department of Natural Resources for financial assistance under s. 287.23 and s. 287.24, Wis. Stats., Chapters NR 542, 544, Wis. Admin. Code; Sign necessary documents; and submit the Annual Report of Recycling and Waste Activities and Actual Costs.

I hereby certify that the foregoing resolution was duly adopted by the Common Council at a legal meeting on the _____ day of _______________, 2018

ADOPTED_________________________ __________________________________________
                                              Bob McManus, Mayor

APPROVED_________________________ __________________________________________
                                            Deb M. Hall, City Clerk
April 27, 2018

TO: Board of Public Works

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Approval of Easement to Charter along West Edge of Wenzel Plaza

BACKGROUND

Charter Communications had an overhead fiber optic line running east-west through the Wenzel Family Plaza site. This line was relocated underground by Charter’s contractor as part of the site preparation in advance of Plaza construction. Charter was granted a utility permit to locate the new cable within the Chestnut Avenue right-way, under the east sidewalk. Due to obstructions encountered during installation of the new cable, some segments of the cable ended up being installed outside of the street right-of-way, on the Plaza site. Charter has asked for an easement from the City to leave the cable in its current location, rather than move it again.

ANALYSIS

Staff has reviewed the location of the fiber optic cable for possible conflicts with Plaza improvements and we are comfortable that the cable can remain in place. The easement would cover the west 5 feet of the Plaza site, along the Chestnut Avenue sidewalk. The easement language is very restrictive and only allows for the existing underground cable. No above ground facilities are permitted and no new underground facilities are allowed without further approval of the City. Further, should any damage occur due to their activity within the easement, Charter is required to restore to the previous condition prior to the damage.

RECOMMENDATION

Approve the easement to Charter Communication along the west side of the Wenzel Family Plaza and authorize execution by the Mayor and City Clerk.
LIMITED EASEMENT AGREEMENT

In consideration of good and valuable consideration, receipt and adequacy whereof is hereby acknowledged, City of Marshfield, a Wisconsin municipal corporation (collectively, "Grantor"), hereby grants, conveys and warrants unto Charter Cable Partners, LLC, its successors, assigns, lessees and licensees ("Grantee"), a perpetual, and limited easement to maintain, inspect and remove (collectively, “Service”), at any time or times hereafter, Grantee’s communication systems and related components, lines and equipment, together with all such communication facilities, including, without limitation, conduits, cables, wires, fibers, as Grantee may from time to time require or deem proper (collectively, the “Equipment”), in or under the Premises (as defined below) located on the real property as more particularly described on Schedule 1 (the “Property”).

The parties acknowledge that Grantee has installed underground fiber optic cable through the property of the Grantor without having an easement or written permission of any kind from the Grantor to do so. In an effort of good will, the Grantor has agreed to grant this Limited Easement, allowing the fiber optic cable to remain at its present location, subject to the terms and conditions contained herein.

The Grantee originally applied for and was granted a permit for Utility Construction in a Public Right-of-Way and intended to install said underground fiber optic cable in the road right-of-way adjacent to this Limited Easement. Grantee agrees that the existing fiber optic cable located within the Limited Easement shall be subject to the same terms and conditions that apply to utility installations permitted in the public right-of-way, including that the underground fiber optic cable, if necessary, shall be adjusted or altered at the Grantees expense to allow proposed or future public improvements of the Grantor.

The Grantee’s facilities located within the Limited Easement shall be restricted to the underground fiber optic cable and related appurtenances that exist within the easement area at the time of execution of the Limited Easement Agreement by the Grantor. The existing facilities shall not be enlarged nor shall other facilities be constructed, installed, or added to the Equipment without additional approval by the Grantor. Under no circumstances will above ground equipment be allowed within the Limited Easement.

Grantee acknowledges that the site on which the Limited Easement is located is being developed as a public plaza and as such will have trees, landscaping, decorative paving and other features within the Limited Easement area. Grantor assumes no responsibility for damage
to Equipment of the Grantee that may result from improvements of the Grantor located within
the Limited Easement area provided that prior to any excavation or digging that could impact
the Equipment, Grantor (i) calls the Diggers Hotline at (800) 242-8511 at least three business
days prior to digging to see if the Equipment will be impacted.

The Equipment shall be constructed within the boundaries of a strip of real property as
shown and delineated upon the attached drawing marked on Exhibit A (the "Premises")
attached hereto and incorporated herein.

If any damage to Grantor’s Property is caused by Grantee’s exercise of Grantee’s rights
under this Limited Easement Agreement, Grantee, at Grantee’s expense, shall restore all
disturbed areas as nearly as possible to the condition existing prior to the occurrence of the
damage. The Equipment placed or installed on the Premises by Grantee, whether permanent or
temporary and replacements thereof, shall be and remain the property of Grantee, and may be
removed by Grantee at Grantee’s discretion, subject to repair of any damage by the Grantee as
described above.

Grantor may use the Property for all purposes not inconsistent with, or in interference
with, the full enjoyment of this Limited Easement Agreement and the Premises by Grantee.
Grantor agrees not to impose any restrictions or grant any easements or other rights relating to
the Property that conflict with Grantee’s rights under this Limited Easement Agreement.

Grantor covenants with Grantee that Grantor is the true and lawful fee simple owner of
the Premises and has full power and right to execute and grant the rights set forth in this
Limited Easement Agreement. Grantor covenants that Grantee, upon complying with the terms
of this Limited Easement Agreement, shall peaceably and quietly have, hold and enjoy the
Premises and all rights, easements, appurtenances and privileges belonging or appertaining
thereto. Notwithstanding anything to the contrary contained in this Limited Easement
Agreement, in no event shall Grantor or Grantee be liable for any indirect, incidental,
consequential, special, reliance or punitive damages, including, without limitation, damages for
lost profits, advantage, savings or revenues of any kind, whether or not Grantee or Grantor has
been advised of the possibility of such damages.

This Limited Easement Agreement may be terminated only by written instrument of
release or termination duly executed by the Grantee and Grantor in the same manner and
satisfying the same formalities as required for the effective and binding execution and
registration of deeds in the state where the Property is located. This Limited Easement
Agreement may not be terminated, and Grantee’s rights, title, interest and enjoyment in,
to and of the Premises shall not be diminished or be terminated, by abandonment or non-use of
the Premises by Grantee. Grantee shall notify Grantor in writing, with at least 30 days prior
notice, of Grantee’s intent to abandon or permanently remove facilities from the Premises.
This Limited Easement Agreement shall bind and inure to the benefit of, and serve as an obligation of, Grantor, Grantee, and their respective heirs, legal representatives, licensees, lessees, successors and assigns. Any right, title, interest or privilege granted to Grantee hereunder shall be held and may be exercised by Grantee and its legal representatives, successors and assigns whether or not so expressed herein. This Limited Easement Agreement is a covenant running with the Property. This Limited Easement Agreement constitutes the entire agreement between Grantor and Grantee, there being no oral agreements or representations of any kind made between Grantor and Grantee.
WITNESS, Grantor signed this Easement Agreement effective as of __________, 20__.

GRANTOR: City of Marshfield

_______________________________  Bob McManus, Mayor
Signed                                      Printed (W/Title)

_______________________________  Deb Hall, City Clerk
Signed                                      Printed (W/Title)

STATE OF WISCONSIN
COUNTY OF ___________

The foregoing instrument was acknowledged before me this ____ day of ____________, 20__, by ______________________________________________________.

_______________________________ - Notary Public
Signed                                      Printed
My Commission expires ____________________
GRANTEE: CHARTER CABLE PARTNERS, LLC
By: Charter Communications, Inc., Its Manager

Signed

Ralph Newcomb, Area Vice President, Field Operations
Printed (W/Title)

STATE OF WISCONSIN
COUNTY OF ___________

The foregoing instrument was acknowledged before me this ___ day of ____________, 20__, by ______________________________________________________.

Signed
_____________________________- Notary Public
Printed
My Commission expires______________________

After recordation, return to:
Charter Communications Operating, LLC
550 North Continental Blvd.
El Segundo, CA 90245
Attn: Contract Management/Strategic Procurement

This document drafted by James M. Groner - Bailey Cavalieri LLC, Attorneys at Law
Insertions by Kevin Stoeveken - Mi-Tech Services
SCHEDULE 1

Legal Description of the Property

Lots Numbered One (1), Two (2) and Three (3) in Block Lettered “L” of the Village (now City) Plat of Marshfield, Wood County, Wisconsin.

AND

Lot 1 of Wood County Certified Survey Map No. 3311, recorded in Volume 12 of Survey Maps, Page 11, being Lots 12, 13, 14 and 15, Block “L”, City of Marshfield, Wood County, Wisconsin
EXHIBIT A

The Limited Easement area on the Premises being the Westerly most 5 feet of the parcels described in Schedule 1, and being more particularly described and shown below.
EXHIBIT "A"

THE LIMITED EASEMENT AREA ON THE PREMISES BEING THE WESTERLY MOST 5 FEET OF THE PARCELS DESCRIBED IN SCHEDULE 1, AND BEING MORE PARTICULARLY DESCRIBED AND SHOWN BELOW.
TO: Board of Public Works  
FROM: Dan Knoeck, Director of Public Works  
SUBJECT: Approval of Easement to Marshfield Utilities in East Industrial Park  

BACKGROUND  
The City recently sold a parcel of land in the East Industrial Park to Complete Filtration. The route to provide electric service will cross an adjacent City owned parcel of land. Marshfield Utilities is requesting an easement for this installation.  

ANALYSIS  
The City owned parcel in question is a 25 foot wide strip of land that was originally platted as part of the east industrial park as a potential rail corridor. It is no longer feasible that it would be use for a rail corridor but we have been preserving the corridor because it connects to the multi-use path on Veterans Parkway and may be a viable link at some point in the future. The proposed utility easement would not interfere with that potential future use.  

RECOMMENDATION  
Approve the easement to Marshfield Utilities in the East Industrial Park and authorize execution by the Mayor and City Clerk.
GRANT OF ACCESS AND UTILITY EASEMENT

This Access and Utility Easement ("Easement") is made by City of Marshfield ("Grantor") and the City of Marshfield, acting by and through Marshfield Utilities, a municipal electric, water, and communications utility organized and managed pursuant to Chapter 66, Wis. Stats. ("Grantee").

Grantor owns the real estate (the "Grantor's Parcel") as described in Exhibit A.

Grantor desires to grant an easement benefiting Grantee for the purposes of allowing the placement of certain utility facilities upon and the non-exclusive access to that portion of the Grantor's Parcel referred to as the Easement Area in Exhibit A.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree:

1. **Grant of Easement and Access.** Grantor hereby grants to Grantee and Grantee's successors and assigns a perpetual, non-exclusive utility easement and right-of-way along with the right of access in, on, under, and upon the Easement Area for the purposes of placing, constructing, maintaining, operating, replacing, and repairing electric, and communications transmission lines, fiber optic lines, wires, cables and associated structures and appurtenances ("Facilities").

2. **Terms and Conditions.** These easements are made upon the conditions and limitations set forth below:
   a. Grantee has the right to cut down and remove or trim all bushes, trees and overhanging branches now or hereafter existing within the Easement Area and trim or cut down and remove such trees and branches now or hereafter existing on the premises of the Grantor located outside the Easement Area which might interfere with or endanger Grantee’s Facilities in any manner.
   b. Grantee and its employees, contractors, invitees, and agents shall have the right to enter upon Grantor's premises adjacent to the Easement Area, as necessary for the purpose of patrolling Grantee’s Facilities and exercising the rights herein acquired.
   c. Grantee and Grantor agree to use the Easement Area in accordance with all applicable laws, ordinances, rules, regulations, and requirements of all federal, state, and municipal governments.
   d. Grantor, for itself, its successors and assigns, agrees that within the limits of the Easement Area it will not construct improvements of any kind, store any goods or products, plant trees or other vegetation that restricts use of the easement area, change the grade, or otherwise obstruct or disturb the Easement Area or Grantee's full use of it, without first securing Grantee's prior written consent.
   e. Grantor, for itself, its successors and assigns, agrees to maintain an accurate description and location identification of all Facilities that the Grantor, its successors and assigns, has placed or places underground within the Easement Area, and agrees, upon request of Grantee, to provide such description to Grantee and to physically mark the location of such Facilities prior to Grantee commencing any excavation activities within the Easement Area.

Parcel ID #:3305216

This space reserved for recording data.

Return to:
Marshfield Utilities
PO Box 670
Marshfield, WI 54449

Drafted by Marshfield Utilities
3. **Restoration/Repair.** Subject to the terms of this paragraph, Grantee agrees to restore or cause to have restored the Easement Area and any section of Grantor’s land adjacent to the Easement Area that is disturbed as a result of Grantee’s entry into the Easement Area, as nearly as is reasonably possible, to the conditions existing prior to such entry. Grantee agrees to pay for all damages to Grantor’s Parcel caused by Grantee in exercising the rights acquired herein. Grantee’s obligation shall not include restoration or repair of trees or other vegetation growing within the Easement Area, branches of trees growing outside the Easement Area that are encroaching on the Easement Area, unidentified or un-located buried Facilities, or removal of obstructions as required for use of this Easement.

4. **No Implied Waiver.** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

5. **Assignment.** All rights of Grantee under this Easement shall be freely assignable by Grantee, in whole or in part, from time to time and to one or more assignees.

6. **Miscellaneous.** This Easement shall run with the land, and shall bind and irure to the benefit of Grantor and Grantee, and their respective heirs, representatives, licensees, successors and assigns.

We hereby certify that we are the owners of, or have some right, title, or have some interest in or to the real property included in this document and that we are the only persons whose consent is necessary to pass clear title to said property.

This Easement is made as of the ______ day of __________________, 2018.

**GRANTOR:**

Chris Meyer - Mayor

**GRANTOR:**

Deb Hall - City Clerk

**STATE OF WISCONSIN**  
**COUNTY OF WOOD**  

Personally came before me, this ______ day of __________________ 2018, the above-named, City of Marshfield known to me or proved to me to be the person(s) who executed the foregoing instrument and acknowledged the same.

________________________

Notary Public, State of Wisconsin  
Commission Expires __________
EXHIBIT A

Grantor: City of Marshfield
Real Estate Description:

C-MFLD INDUSTRIAL PARK SUBD LOT 2 BLK 2 SPUR R/W

Easement Description:

A Strip of land ten feet (10’) in width, being five feet (5’) on each side of the following described centerline; commencing the Southwest corner of said parcel #3305216; Thence East along South property line, a distance of eight hundred seventy-five feet (875’) to the point of beginning; Thence Northerly, a distance of twenty-five feet (25’) to a point ending located on the North property line eight hundred and seventy-five feet (875’) East of the Northwest property corner.

Map: N/A
To: Board of Public Works
From: Dean A. Schiller, Street Superintendent
Date: 4-23-18

ACTION TYPE: This item is for discussion only.

BACKGROUND & SUMMARY: The purpose of this report is to give a fiscal update on the cost of Winter storm Evelyn. Snow started accumulating on city streets around 10pm, Friday April 13 and finished up snowing around 10pm, Sunday April 15. Duration of the storm was approx. 48 hrs. The snow totals for winter storm Evelyn range from 19 to 21 inches in the City of Marshfield. High wind gust also created some drifting hazards on city streets. City staff was out numerous times plowing the streets and spent most of the following week cleaning up around downtown. Majority of the clean-up work was done by the end of the day on Thursday. This one storm accounted for approx. 16% of the Snow & Ice Control budget. Below are some numbers from snowplowing and clean-up from the snow event.

<table>
<thead>
<tr>
<th>Date</th>
<th>Labor</th>
<th>Equip. Rental</th>
<th>Materials/Salt</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sat. April 14</td>
<td>$7,026.52</td>
<td>$16,712.40</td>
<td>$3,398.48</td>
<td>$27,137.40</td>
</tr>
<tr>
<td>Sun. April 15</td>
<td>$11,449.61</td>
<td>$20,224.10</td>
<td>$3,250.72</td>
<td>$34,924.43</td>
</tr>
<tr>
<td>Mon. April 16</td>
<td>$4,953.88</td>
<td>$18,775.20</td>
<td>$12,287.84</td>
<td>$36,016.92</td>
</tr>
<tr>
<td>Tue. April 17</td>
<td>$7,706.19</td>
<td>$12,567.10</td>
<td>$0.00</td>
<td>$20,273.29</td>
</tr>
<tr>
<td>Wed. April 18</td>
<td>$3,820.00</td>
<td>$5,968.40</td>
<td>$0.00</td>
<td>$9,788.40</td>
</tr>
<tr>
<td>Thur. April 19</td>
<td>$3,780.54</td>
<td>$6,564.50</td>
<td>$0.00</td>
<td>$10,345.04</td>
</tr>
<tr>
<td>Total</td>
<td>$38,736.74</td>
<td>$80,811.70</td>
<td>$18,937.04</td>
<td>$138,485.48</td>
</tr>
</tbody>
</table>

Date       Sat. April 14  Sun. April 15  Mon. April 16  Tue. April 17  Wed. April 18  Thur. April 19
Time worked 4am -1pm    12am – 1pm    12am – 2pm    12am – 1pm    7am – 3pm    7am – 3 pm
Hours        9 hrs        13 hrs        14 hrs        13 hrs        8 hrs        8 hrs

FISCAL IMPACT: $138,485.48 Account #:101 53312 32