



CITY OF MARSHFIELD  
**MEETING NOTICE**

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**COMMON COUNCIL  
CITY OF MARSHFIELD, WISCONSIN  
TUESDAY, MARCH 24, 2015  
Council Chambers, Lower Level, City Hall Plaza  
7:00 p.m.**

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

- A. Call to Order by Chris Meyer, Mayor
- B. Roll Call
- C. Pledge of Allegiance
- D. Reading of items added to the agenda
- E. Public Comment Period/Correspondence  
At this time, the Mayor will recognize members of the public who have indicated a desire to address the Council. Upon recognition by the Mayor, persons may address the Council from the podium, first stating their name and address. The Council may take action on emergency matters introduced by members of the public.
- F. Approval of Minutes – March 10, 2015
- G. Staff updates
- H. Mayor's Comments
  - 1) Employee Recognition
    - a. Philip Schmidt, Street Division, April 5, 2010, 5 years
  - 2) Proclamation
    - a. National Service Day
- I. Council Comments
- J. Reports from commissions, boards, and committees

COMMON COUNCIL AGENDA  
MARCH 24, 2015

K. Consent Agenda:

- 1) Meeting minutes/reports
  - a. Convention & Visitor Bureau (January 27, 2015)
  - b. Fire & Police Commission (February 5, 2015)
  - c. Fire & Police Commission (March 5, 2015)
  - d. Committee on Aging (March 6, 2015)
  - e. Economic Development Board (March 6, 2015)
  - f. Parks, Recreation, & Forestry Committee (March 12, 2015)
  - g. Utility Commission (March 16, 2015)
  - h. Board of Public Works (March 16, 2015)
  - i. Judiciary and License Committee (March 17, 2015)
  - j. Finance, Budget, and Personnel Committee (March 17, 2015)
    1. Agreement for payment of delinquent holding tank waste fees
    2. Memo of Agreement with Police Officer Bargaining Unit
    3. Tentative agreement with Fire Fighters Local 1021 IAFF
  - k. Airport Committee (March 19, 2015)

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

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

M. Request to approve Resolution No. 2015-17, awarding the sale of approximately \$2,830,000 General Obligation Promissory Notes, Series 2015A. Introduction from Keith Strey, Finance Director. Presentation by PFM representative

Recommended Action: Approve Resolution No. 2015-17

N. Request to approve Resolution No. 2015-18, awarding the sale of approximately \$3,435,000 General Obligation Community Development Bonds, Services 2015B. Introduction from Keith Strey, Finance Director. Presented by PFM representative

Recommended Action: Approve Resolution No. 2015-18

O. Request to approve Budget Resolution No. 06-2015, transferring \$10,420 with the Protective Services Special Revenue Fund from State Shared Proceeds to Other Capital funds. Presented by Rick Gramza, Police Chief

Recommended Action: Approve Budget Resolution No. 06-2015

P. Request to approve Budget Resolution No.07-2015 transferring \$6,600 within TID #4 to the Urban Development Budget for the 2<sup>nd</sup> Street Green Street Corridor conceptual design work. Presented by Josh Miller, City Planner

Recommended Action: Approve Budget Resolution No. 07-2015

Q. Second Reading – Ordinance No. 1297 repealing Section 3-66(11) pertaining to the Sustainable Marshfield Committee. Presented by Steve Barg, City Administrator

Recommended Action: Approve Ordinance No. 1297

COMMON COUNCIL AGENDA  
MARCH 24, 2015

- R. Request to commit funding for the City's housing subdivision project. Presented by Jason Angell, Planning & Economic Development Director

Recommended Action: Authorize the Economic Development Board (EDB) to continue moving forward, with the understanding that some level of City funds will be provided in the future

- S. Discussion and possible action on the funding request from UW Marshfield – Wood County for STEM project. Presented by Michelle Boernke, Assistant Dean, UW–Marshfield/Wood County

Recommended Action: None, for information only

- T. Request to temporarily suspend enforcement of ordinance prohibiting cell phone use while operating a motor vehicle. Presented by Rick Gramza, Police Chief

Recommended Action: Approve temporary suspension of enforcing ordinance

- U. Presentation of the recommended 2016-2020 Capital Improvement Program. The CIP Administrative Committee, Plan Commission, and Board of Public Works have recommended the plan for adoption. Presented by Steve Barg, City Administrator

The recommended 2016 – 2020 Capital Improvement Program includes projects totaling \$30,552,000 of which \$786,000 is financed from Borrowed – TIF; \$7,282,000 Borrowed – Nonrecurring Projects; \$14,000,000 Borrowed – Recurring Projects; \$0 Debt – Wastewater Utility; \$2,000,000 Donation/Private Funds; \$4,409,000 Fees – Wastewater Utility; \$1,375,000 - Operating Funds and \$700,000 Room Tax.

Recommended Action: None, final action will be scheduled on the April 8, 2014 agenda.

- V. Items for future agendas

- W. Adjournment

Posted this day, March 20, 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)486-2023.*

**MARCH 10, 2015**

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

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

**ABSENT:** None

The flag was saluted and the pledge given.

No items were added to the agenda.

### **PUBLIC COMMENT PERIOD**

Hailey Mattheisen 2707 S. Peach Avenue. She spoke about the STEM Project at the UW and is supportive of it. She also read an email from Tyler Waldo who is also in support of this project.

Angie Eloranta, Director of Main Street Marshfield. She spoke about the Downtown Master Plan. The Main Street Board has reviewed it and are in favor of it and are excited to start integrating those strategies into their work plan.

Grant Pearce, 1423 N. Lincoln Avenue. He is a student at the UW-Marshfield/Wood County and serves as President of the Student Governance Council. In that role he has traveled around to a good number of the UW 2 year campuses and he hasn't seen any that have as dated of science facilities as Marshfield's. Upgrading the campus with this new STEM project would be a valuable investment for the community.

Aldersperson Buttke recognized the Boy Scouts in attendance at the Council meeting.

**CC15-040** Motion by Hendler, second by Feirer to approve the minutes of the Common Council meeting of February 24, 2015 regular meeting.

**Motion carried**

### **STAFF UPDATES**

None

### **EMPLOYEE RECOGNITION**

Charlie Adamski, Parks & Recreation

March 13, 1995

20 years

City Administrator Steve Barg recognized Ed Englehart for his years of service. Ed began his employment in the Parks & Recreation Department on March 13, 1995 and will retire as Director on March 13, 2015 after 20 years of service.

### **COUNCIL COMMENTS**

None

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

None

**CONSENT AGENDA**

**CC15-041** Motion by Buttke, second by Wagner to receive and place on file, approving all recommended actions for the items listed on the consent agenda. Meeting Minutes/Reports: Library Board of January 13, 2015; Cable TV Committee of January 26, 2015; Committee on Aging of February 6, 2015; Economic Development Board of February 12, 2015; Airport Minutes of February 19, 2015; Board of Canvassers of February 20, 2015; Capital Improvement Program Administrative Committee of February 24, 2015; Capital Improvement Program Administrative Committee of February 26, 2014; Board of Public Works of March 2, 2015; Historic Preservation Committee of March 2, 2015; Capital Improvement Program Administrative Committee of March 3, 2015; Judiciary and License Committee of March 3, 2015 and Finance, Budget and Personnel Committee of March 3, 2015.

**Motion carried**

No items were removed from the consent agenda.

**CC15-042** Motion by Hendler, second by Jockheck to approve Resolution No. 2015-09 adopting the 2015 Downtown Master Plan. Ayes - 10

**Motion carried**

Iddi Adam, Roxie Wetterau and Michelle Boernke from UW-Marshfield/Wood County presented information on the STEM project (Science Technology, Engineering and Mathematics).

First reading of Ordinance No. 1297, repealing Section 3-66 (11) pertaining to the Sustainable Marshfield Committee.

Second reading of Ordinance No. 1294, Municipal Code Amendment to Chapter 18, General Zoning Ordinance, Section 18-94, pertaining to an update to the Wellhead Protection section of code and Wellhead Protection map to bring the ordinance into compliance with the Department of Natural Resources regulations and add a new well to the map.

**CC15-043** Motion by Cummings, second by Hendler to approve Ordinance No. 1294. Ayes - 10

**Motion carried**

Second reading of Ordinance No. 1295, Municipal Code Amendment to Chapter 18, General Zoning Ordinance, Section 18-12, pertaining to the definition of "Gross Floor Area", Section 18-114 pertaining to the standards for a Group and Large Development, and Section 18-161 pertaining to the procedures for a Conditional Use Permit. The amendment is being proposed in an effort to clarify the regulations and allow more administrative approval for minor amendments.

**CC15-044** Motion by Wagner, second by Buttke to approve Ordinance No. 1295. Ayes – 10

**Motion carried**

Second reading of Ordinance No. 1296, Municipal Code Amendment to Chapter 3, General Government, Section 3-66(2), amending this chapter to include the supervision of leases of city facilities.

**CC15-045** Motion by Wagner, second by Smith to approve Ordinance No. 1296. Ayes – 9; Nay – 1 (Feirer)

**Motion carried**

City Administrator Steve Barg presented information on the creation of Business Incentive Fund for TID No. 5.

**CC15-046** Motion by Jockheck, second by Feddick to approve the Escrow Agreement for TID No. 5 Business Incentive Fund with Wood County. Ayes - 10

**Motion carried**

**CC15-047** Motion by Feirer, second by Spiros to approve Resolution No. 2015-15, authorizing the transfer of funds and the establishment of an escrow account with respect to Tax Incremental District No. 5. Ayes – 10

**Motion carried**

**CC15-048** Motion by Hendler, second by Wagner to approve Budget Resolution No. 05-2015, transferring \$405,000 from a State Trust Fund loan to TID No. 5 Business Incentive Program. Ayes - 10

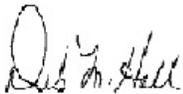
**Motion carried**

Future Agenda Items

- Increasing the Room Tax
- Alternate side parking on unimproved streets where one side of the street is already designated no parking. (Board of Public Works agenda)

There will be a Special Council meeting (Strategic Planning Session) on Tuesday, March 24, 2015 at 5:30 p.m. in Room 108 of City Hall Plaza.

Motion by Hendler, second by Spiros to adjourn at 8:28 p.m.



Deb M. Hall  
City Clerk

# Marshfield Convention & Visitors Bureau

Board Meeting Minutes – January 27, 2015 at Hotel Marshfield

*Present:* Scott Berg, Alderman Gary Cummings, Todd Diedrich, Scott Koran, Cory Latourell  
*Absent/Excused:* Al Cheney  
*Non-Board Members Present:* CVB Director Matt McLean / MACCI Director Scott Larson / Minutes taken by Lyn Anderson  
*Guests:* Sandra Hanson, Baymont Inn & Suites

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The Board met at 11:15 am, but at the request of Todd D., Matt and Lyn were asked to leave while the board discussed a confidential matter. **McLean called the regular meeting to order at 11:55 am.**

## I. Minutes from November Meeting

***MOTION to approve the minutes from the November 25th meeting, as written, was made by Todd D., second by Scott K., and unanimously carried.***

## II. Financial Report

Financials from November and December 2014 were reviewed. McLean reported that the room tax should be up by 3 to 5%. In response to a question from Todd D. regarding the \$30,000 new events expense, vs. only \$6,000 in the budget, McLean explained that included in that amount was \$24,000 for the VOX UNA concert series event, which will be offset by our JEM Grant of \$18,000, which is currently in process. ***MOTION to approve the November/December 2014 Financial Report was made by Scott K., second by Gary C., and unanimously carried.***

## III. December and January Activity Report

There were no questions or comments regarding December and January activities included in the Board packet. McLean announced that the bid we submitted for the American Legion AAA 2016 Baseball Tournament was accepted, and we will be hosting that event over 5 days towards the end of July, 2016.

## IV. Board Elections

McLean forwarded our by-laws prior to the meeting for review. In the future, our January Board Meeting will be designated as our "Annual Meeting." Election was held for the following Board positions:

- ***President - Motion to nominate Todd D. for President of the MCVB Board was made by Scott K., second by Scott B., accepted by Todd D., and unanimously carried.***
- ***Vice President - Motion to nominate Al C. for Vice President of the CVB Board was made by Scott K., second by Cory L., accepted (via previous discussion with McLean) by Al C., and unanimously carried.***
- ***Treasurer - Motion to nominate Scott K. for Treasurer of the MCVB Board was made by Todd D., second by Gary C., accepted by Scott K., and unanimously carried.***
- ***Secretary - Motion to nominate Scott B. for Secretary of the MCVB Board was made by Todd D., second by Cory L., accepted by Scott B., and unanimously carried.***

McLean distributed "Conflict of Interest" forms, and all members present signed and returned to McLean to keep on file.

## V. CVB Insurance & Accounting Services

The CVB has insurance with MACCI, but with our change in status, Scott L. suggested that we have our own corporate policy. Scott K. would like to see our own insurance coverage as well, for protection as volunteer board members. Todd D. questioned whether there were state statutes requiring specific levels of coverage, and Scott L. that the insurance agent will have recommendations. MACCI is insured through the Burns Agency. McLean will try to bring three quotes to the table at the next board meeting. Regarding accounting services. McLean would like to stay with Wipfli, as they are already familiar with the financials of the MCVB.

## VI. Grant Program Update

Lyn A. reported on the Grant Program. We have received three so far, but the deadline is January 30<sup>th</sup>, so we are expecting more to be submitted. However, the number might be down with the new program guidelines. We have the Grant Application on our website, and have emailed it to all previous recipients. McLean explained that we will also be streamlining the reporting structure on a spreadsheet in readable format, so the Board will only have to approve those grant requests that meet the guidelines, with a goal to accomplish grant reviews in 1

meeting. Lyn A. also reported that we have also introduced (in our January newsletter) “Marshfield’s Next Big Thing!” This will be ongoing, for start-up of new ideas/events/attractions that will bring overnight visitors to Marshfield. This grant amount will be larger, up to \$5,000. In response to a question from Todd D., McLean reported that we increased our grant budget from \$12,000 in 2014 to \$22,000 in 2015.

**VII. 2015 Visitors Guide**

Copies of the new 2015 Visitors Guide were distributed to members. Lyn has been sending out supplies of our guides to other Chambers and CVBs around the state. They are now at the hotels and the Clinic, and are currently being delivered all over town. McLean has heard positive feedback on the new guides.

**VIII. Maple Fall Fest**

Lyn gave an update on current MFF activities. The CVB shared a mailing to all craft vendors with MACCI, which included all Dairyfest vendors as well. The mailing was sent to 300 prospective vendors, and we have already gotten approximately twenty applications submitted. We are working on “changing it up a little bit” this year. Our event will be a week later, and the Blue Heron will be hosting its Oktoberfest the week before. However, since that was also the weekend the Wisconsin Trappers will be in town for their annual convention, we opted for the later date for our festival. Mad Dog and Merrill will be appearing on Sunday instead of Saturday this year, so we are investigating other opportunities to increase attendance. The Central Wisconsin State Fair folks are running several “Central Wisconsin’s Got Talent” contests around the area. McLean is working on a possible appearance by the winner/winners of that competition at the Maple Fall Fest.

**IX. New Business**

McLean and Lyn were at the Badger State Games on Saturday, January 24<sup>th</sup>. We received front page coverage in the Marshfield News Herald.

Speaking of the News Herald, Cory L. also brought in two articles for discussion. One was reporting on a new \$6.2 million athletic field. McLean reported that article was not substantiated, it had only been an idea, not a plan as of yet. McLean was also asked to attend/speak at a school board meeting regarding the economic impact of a new “sports complex” for the community. The board felt that was a good idea (for him to attend), and suggested he put ‘s together including football, a soccer field and track events.

The 2<sup>nd</sup> article was about a 2<sup>nd</sup> sheet of ice for the hockey assn. Scott B. reported that ice was only big enough for practice, and could not be used for games, even for the little guys. McLean asked if there were any outdoor spots that could be used, i.e., for “pond hockey” – like the arena they have in Eagle River, where they hold multiple area tournament throughout the winter.

**The next meeting, with lunch provided, is scheduled for Tuesday, February 24th, 2015, 11:30 am. However, we may not be able to have a quorum for that date, so meeting date and place will be determined**

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

**MINUTES  
FIRE AND POLICE COMMISSION/REGULAR MEETING  
FEBRUARY 5, 2015**

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

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

**EXCUSED:** Commissioner Mueller.

**ALSO PRESENT:** Police Chief Gramza, Fire Chief Haight and Deputy Fire Chief Owen, Alderman Earll, and Mayor Meyer.

**FP15-007** Motion by Gershman, second by Meyers to approve the minutes of the 01/08/15 regular meeting.

**Motion carried.**

**FP15-008** Motion by Frankland, second by Gershman to approve the fire department bills in the amount of \$43,487.14.

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

**Motion carried.**

**FP15-009** Motion by Gershman, second by Frankland to approve the police department bills in the amount of \$87,341.82.

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

**Motion carried.**

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

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

Police Chief Gramza reviewed with the commissioners the new police department patch.

**FP15-010** Motion by Frankland, second by Gershman to approve police department policy 2.09 "Promotional Process".

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

**Motion carried.**

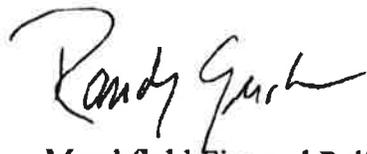
Police Chief Gramza indicated the crime reports generated by CommandCentral software will soon be available for distribution and review by the commission.

The role and responsibilities of the fire and police commission was discussed.

Fire and Police Commission  
Meeting Minutes – February 5, 2015  
Page Two

Because there was no further business to discuss, the meeting was adjourned at 8:28 a.m.

**COMMISSIONER KEOGH IS SCHEDULED TO ATTEND THE FEBRUARY 24, 2015  
COMMON COUNCIL MEETING AT 7:00 P.M.**

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

Marshfield Fire and Police Commission  
Randy Gershman

**MINUTES  
FIRE AND POLICE COMMISSION/REGULAR MEETING  
MARCH 5, 2015**

The meeting was called to order by Commissioner Andy Keogh at 7:31 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

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

**EXCUSED:** Commissioners Frankland and Gershman, and Fire Chief Haight.

**ALSO PRESENT:** Police Chief Gramza and Police Lieutenant Larson; Deputy Fire Chiefs Owen and Erickson; and Alderman Earll.

**FP15-011** Motion by Mueller, second by Meyers to approve the minutes of the 02/05/15 regular meeting.

**Motion carried.**

**FP15-012** Motion by Meyers, second by Mueller to approve the fire department bills in the amount of \$101,340.69

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

**Motion carried.**

**FP15-013** Motion by Mueller, second by Meyers to approve the police department bills in the amount of \$476,965.03.

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

**Motion carried.**

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

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

The Marshfield Fire and Rescue Department 2014 Annual Report was reviewed and placed on file.

**FP15-014** Motion by Meyers, second by Mueller to accept with regret the resignation of Firefighter/paramedic Sam Tennesen.

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

**Motion carried.**

**FP15-015** Motion by Mueller, second by Meyers to fill the open position of firefighter/paramedic.

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

**Motion carried.**

The Marshfield Police Department 2014 Annual Report was reviewed and placed on file.

Chief Gramza recognized and thanked the Marshfield Police Auxiliary for donating 2,207.75 hours of service to the Marshfield community in 2014. This equates to an estimated savings of more than \$100,000 for the Marshfield taxpayers.

**FP15-016** Motion by Meyers, second by Mueller to approve the updated/red-line version of the memorandum of agreement (MOA) “Lateral Transfers” with police union that was distributed during today’s meeting. The MOA will then be sent to the Finance, Budget and Personnel Committee.  
Roll call: Mueller yes, Meyers yes, and Keogh yes.

**Motion carried.**

**FP15-017** Motion by Meyers, second by Mueller to approve the budget resolution to purchase a radio repeater and microphone with digital radio encryption cards.  
Roll call: Mueller yes, Meyers yes, and Keogh yes.

**Motion carried.**

The monthly crime report was reviewed and placed on file.

**FP15-018** Motion by Mueller, second by Meyers to approve the updated “Officer Involved Shooting” policy.

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

**Motion carried.**

**FP15-019** Motion by Meyers, second by Mueller to approve the memorandum of agreement for “Possession of Firearms on School Premises” with the Marshfield School District.

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

**Motion carried.**

Because there was no further business to discuss, the meeting was adjourned at 8:59 a.m.

**COMMISSIONER FRANKLAND IS SCHEDULED TO ATTEND THE MARCH 24, 2015  
COMMON COUNCIL MEETING AT 7:00 P.M.**



Marshfield Fire and Police Commission  
Nate Mueller, Secretary

**City of Marshfield Committee on Aging  
Marshfield Public Library, 211 E. 2<sup>nd</sup> St.  
Meeting Minutes – March 6, 2015**

The monthly meeting of the Committee on Aging was called to order at 9:00 a.m. by Mike Feirer.

**MEMBERS PRESENT:** Becky Huebner-Leu, Jean Doty, Dave Marsh, Elsie Anderson, and Patty Ruger

**ABSENT:** Kathy Dieck

**OTHERS:** Amy Krogman, Keith Strey, Kelly Cassidy, Judy Carlson, Celena Wanca-Netzow, Connie Jacobson, Chris Meyer, and Justin Running

Motion by Marsh, 2<sup>nd</sup> by Doty to approve the minutes from the February 6, 2015 minutes.  
**Motion Carried**

**CITIZEN'S COMMENTS:** None

**Taxi Presentations:** Justin Running from Running, Inc. and Mayor Meyer spoke to the committee regarding the taxi system. Justin stated in January of 2014 there were 7,032 rides. In January of 2015 there have been 8,500. In February of 2014 there were 7,379 rides. In February of 2015 there were 8,474. Increase in ridership creates longer wait times. The City of Marshfield is working on getting every vehicle handicapped accessible. The goal is to get any vehicle able to pick up any passenger. This will help with maximum efficiency.

The committee discussed wait times and time calls. Contractually, an acceptable wait time is 20 minutes. Time calls are a challenge because they have to fit them in with the ongoing calls. If someone is waiting over 30 minutes they should call dispatch.

The shuttle to Tomah was discussed. This service may be discontinued. This will free up the hours used for that service to be used within the normal transport times.

Disabled or senior riders will not have to show the half-price cards to receive the discount. Riders just need to tell the driver that they qualify for reduced rates.

The possibility of going outside of city limits was discussed. At this point, the service is only provided within city limits.

**LIBRARY & COMMUNITY CENTER PROJECT UPDATE:** The committee was updated on the Library and Community Center Project. Room usage was discussed.

**HEALTH FAIR UPDATE:** Jackie Zoellner has agreed to be the speaker.

The committee toured the current Library. After the tour, Jean Doty and Elsie Anderson left the meeting.

**AGING AND DISABILITY RESOURCE CENTER OF CENTRAL WISCONSIN UPDATE:** Connie Jacobson updated the committee.

**WOOD COUNTY TRANSPORTATION UPDATE:** Connie Jacobson updated the committee.

**FORUM 55+:** Judy Carlson updated the committee.

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:** None

**FUTURE MEETING DATE:** The next meeting will be held on Thursday, April 2<sup>nd</sup>, at Wildwood Regency

Meeting adjourned at 11:15 a.m.

Respectfully submitted,  
Amy Krogman

## **Economic Development Board meeting March 6, 2015**

Present: Meissner, Dickrell, Michalski, Sennholz, Staab, Wagner  
Absent: Hendler  
Others: Alderperson Earll, Amy Krogman, Jason Angell, Sam Schroeder, Karen Olson

Sennholz called the meeting to order at 3:00 p.m. in Room 108 of the City Hall Plaza.

### **Approve minutes – February 12th**

Wagner moved and Meissner seconded a motion to approve the February 12<sup>th</sup> minutes as presented. Motion carried.

### **Conflicts of interest**

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

### **Citizen comments**

Sennholz invited comments from citizens, but no one spoke at this time.

### **Economic development reports**

- General updates
  - Jason Angell stated Downtown Master Plan is moving along. Council will approve it at their March 10<sup>th</sup> meeting. Due to the Maple Avenue Project, the 2<sup>nd</sup> Street Corridor was pulled out and then brought to the Board of Public Works to be considered. Randy Lueth has been asked to put something together for this project. He is also putting together a proposal if the News Herald lot is made into greenspace. Jason has been contacted by two local developers who may be interested in developing the property.
  - Angie Eloranta was unable to attend the meeting. Angell updated the committee on Main Street Marshfield activities. There is a new nail salon moving into Founder's Square. Jeweler's Palette is concerned about the New Herald's property becoming greenspace. They struggle with parking for their customers. Main Street Makeover has had a couple of applications. The state Main Street Awards was recently held. Circle The Date received an award for best storefront. Working on businesses staying open the third Tuesday of each month, June through September. Their farmer's market for the third Tuesday will run from 2 p.m. – 7 p.m.
  - Karen Olson stated the Business Round Table was recently held. Sales of land up 39%. Strong need for office space. She attended the Governor's Conference in Madison, speakers and topics were good.
  - Jason Angell reported that he and Karen will be with Leadership Marshfield in two weeks for Economic Development Day. They will tour Marshfield Furniture, ODC, and Nasonville Dairy. After the tours they will do small business interviews in the downtown area.

### **Property Maintenance Standards**

Sam Schroeder updated the committee on the current property management standards, who enforces them, and how they are enforced. He also discussed programs available for home maintenance. The committee discussed several options for creating new maintenance standards and what is the best way to get the homeowners involved.

The committee was asked what they would want to focus on:

- Educational approach
- Change in enforcement
- Assistance program

Angell asked the committee to think about how they would like to proceed. This will be discussed at a future meeting.

### **Rental Rating Program**

No report

### **City Subdivision**

Wood County has committed to the project and Angell is currently talking with Marshfield Utilities. One option that has been proposed by the Utilities is that the Utility purchase the property and then sell it to the City. Utility would be looking at a possible 10 year pay back plus 1% interest. The conversation is continuing and the next meeting is March 16<sup>th</sup>. Angell will be asking the Common Council to make the commitment that they are interested. At another meeting, they will be asked to make the financial commitment.

### **Presentation of the 2014 Annual Economic Development Report**

Angell and Olson presented the 2014 Annual Economic Development Report. 2014 was largely dedicated to housing, including a community wide housing study and needs assessment. In addition, downtown revitalization remained a primary focus.

### **Announce next Board meeting date/time**

Sennholz announced that the next Board meeting will be held on Thursday, April 9th at 3:00 p.m. in Room 108 of the City Hall Plaza.

With no more business before the Board, Meissner moved and Staab seconded a motion to adjourn. Motion carried unanimously. Sennholz adjourned the meeting at 4:53 p.m.

Respectfully submitted,  
Amy Krogman, Administrative Assistant III

## Parks, Recreation, and Forestry Committee Minutes of March 12, 2015

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

**Present:** John White, Jr.; Jane Yaeger; Alderman Tom Buttke; Ali Luedtke; and Kristy Palmer.

**Excused:** Rich Reinart and Chris Viegut

**Absent:** None

**Also Present:** Ed Englehart, Parks and Recreation Director; Amy Beauchamp, Parks & Recreation Administrative Assistant; Lori Belongia, Marshfield Public Library Director; Brandi Reed, Wildwood Zoological Society Treasurer, Jim Wein

**PR15-06** Motion by Luedtke, seconded by Yaeger to approve the minutes of the February 12, 2015 meeting.

**Motion Carried 4-0**

**Public Comments:** None

The committee set Thursday, April 9, 2015 at 5:30 p.m. in room 108 for the date and time of their next meeting.

Englehart proposed to relocate the zoo store to the education pavilion in the middle of the Zoo. It is the shelter that Rotary Winter Wonderland uses as a warming area during their event. Rotary has left the sides up and doors will be added as well. There is power in the shelter as well. Buttke noted that the zoo store made a \$17,000 profit in 2014, which is more than he expected.

**PR15-07** Motion by Yaeger, seconded by Luedtke to approve Wildwood Zoological Society's zoo store operation and location at Wildwood Zoo in 2015. Discussion followed. Buttke commented that House of Heating has agreed to install one heater and Superior Gas will donate gas, and he is hoping to make this a permanent location. White asked if there would be any challenges moving forward. Buttke said the only challenge he could foresee would be moving stuff out at the end of each season. Englehart indicated that the City's Building Services Supervisor checked the shelter for any potential code issues. There is no water or sewer nearby. There could be challenges getting in and out of the Zoo with construction of the bear exhibit this summer. Yaeger thanked Buttke for all his hard work and efforts. White echoed Yaeger's comments.

**Motion Carried 4-0**

Palmer arrived at 5:45 p.m.

Englehart discussed the transition schedule for the Parks & Recreation Director hiring process. Ben Steinbach, Parks & Recreation Maintenance Supervisor, has been named interim director until the position is filled. The timeline for reviewing applications and interviewing candidates has been moved back two weeks, with hopes to have a new director onboard by May 1<sup>st</sup>. White and Buttke will be part of the 8-person committee reviewing applications and interviewing the candidates. Buttke thanked Englehart and commended him on all of his accomplishments over the last 20 years. White also thanked Englehart for his efforts and presented him with a card and gift card from the Parks, Recreation & Forestry Committee members.

### **Information Items:**

Staff updated the Committee on their respective areas of responsibility and answered questions regarding the monthly report. Buttke commented that Stratford charges \$125 per team for their winter adult basketball leagues and that they have quite a few leagues participating. Englehart commented that department projects are all moving along. The Hewitt Connector Trail project should be ready to go by fall. Dan Knoeck, Public Works Director, and Tim Cassidy, Assistant City Engineer, are actively working on the trail projects. Bids for the grizzly bear exhibit are on the City's website. Bids are due April 1<sup>st</sup>, with construction to begin the first week in May. He also commented that there is focus on getting plans and specs finalized on the current library and getting that out for bid. There is talk of the Parks & Recreation Department being relocated to this facility down the road. Belongia commented that there will be a feature in the new library that does not exist in the current library, which is a drive-up window to pick up and drop off books. Palmer shared information on Zoo Education week. This year, orders for the Zoo Store will be taken in advance to make things easier. Coins for Critters will be held again this year with the class donating the most to Coins for Critters winning a biofacts experience. She also indicated that all Wild Wednesday programs are booked for the summer.

**Committee Member Questions, Comments, and Suggestions:** White thanked Englehart for his years of service. Yaeger thanked Beauchamp for coming to the meeting and taking minutes. Buttke commented that after the last Common Council meeting, a boy scout approached him and asked how they can get fish in the upper pond again.

**PR15-08** Motion by Yaeger, seconded by Palmer to adjourn.

**Motion Carried 5-0** Meeting adjourned at 6:10 p.m.

**MARSHFIELD UTILITIES, A MUNICIPAL UTILITY  
MARSHFIELD UTILITY COMMISSION  
March 16, 2015**

**COMMISSION MEETING MINUTES**

A regular meeting of the Marshfield Utility Commission was called to order by President Mike Eberl at 4:00 pm on March 16, 2015 in the downstairs meeting room of the utility office. Present were Commissioners Mike Eberl, John Maggitti, Harry Borgman, Kathy Heintz-Dzikowich, and George Holck. Also present were, Alderperson Gordon Earll, Utility staff, Jason Angell, Bill Sennholz, Amber Danielski, and Steve Barg. Absent was Alderperson Charlotte Smith.

- New Commissioner Kathy Heintz-Dzikowich was introduced.

**UC/15-21** Motion by Maggitti, seconded by Borgman, to dispense with reading the minutes of the previous meetings and accept them as submitted. All ayes, motion carried.

**UC/15-22** Motion by Holck, seconded by Borgman, to approve payroll for February in the amount of \$136,408.67 and general bills for February in the amount of \$2,922,941.83. All ayes, motion carried.

- Amber Danielski with Schenck SC presented the annual audit results.

**UC/15-23** Motion by Borgman, seconded by Maggitti, to approve the audit. All ayes, motion carried.

**December 2014 Financial Statement Notes**

**Electric Utility**

- Net income was \$1.148 million for the month, with a net income of \$2.447 million for the year.
- Net operating income was \$488 thousand for the month. Year-to-date net operating income was \$2.870 million, compared to budgeted net operating income of \$2.806 million.
- As a result of accounting changes made by the Public Service Commission of Wisconsin in 2003, customer contributions for construction projects must be recorded as income. For 2014, this resulted in income of \$323,973. Included in this amount is the City's contribution for the S. Chestnut Ave. street lights of \$247,751.
- In 2014, we received a grant in the amount of \$104,466 which was recorded as additional income. This grant was for the replacement of the hybrid portion of one of the bucket trucks.
- At the suggestion of the Public Service Commission of Wisconsin, we recognized additional depreciation expense for the removal cost of plant that exceeded 10% of the original installed cost, which amounted to \$98,986.
- Operating expenses for the month included \$15 thousand for routine maintenance at Wildwood Substation and \$8 thousand for stray voltage testing at a farmer's property.
- After removing the effects of the PCAC timing, the net operating income was \$150 thousand for the month and \$2.897 million year-to-date.
- December consumption was up 2.30% from December 2013, with year-to-date consumption up 1.57% from 2013. Year-to-date energy losses were 2.86%, compared to prior year losses of 3.45%.

**Water Utility**

- Net loss was \$8 thousand for December with a net income of \$191 thousand year-to-date.
- Net operating loss was \$60 thousand for the month, compared to budgeted net operating loss of \$3 thousand. Year-to-date net operating income was \$476 thousand, compared to budgeted net operating income of \$715 thousand.

- Operating expenses for the month included \$119 thousand for street repairs due to main breaks and \$18 thousand for Hamus Park maintenance.
- As a result of accounting changes made by the Public Service Commission of Wisconsin in 2003, customer contributions for construction projects must be recorded as income. For 2014, this resulted in income of \$56,856.
- At the suggestion of the Public Service Commission of Wisconsin, we recognized additional depreciation expense for the removal cost of plant that exceeded 10% of the original installed cost, which amounted to \$220.
- December consumption was down 2.85% from December 2013, with year-to-date consumption down 2.14%. Year-to-date water losses were 15.35%, compared to prior year losses of 11.04%.

#### Communication Utility

- Net loss was \$82,611 for the month, compared to budgeted net loss of \$696. Year-to-date net income was \$120,151, compared to budgeted net income of \$146,898.
- Each December we determine the amount of office and administration time spent on the Communication Utility for the year, and it is reclassified from the other utilities.
- In December amounts for customer deposits totaling \$74,157 were reclassified to contributions. These amounts had been recorded as income in prior months.

### **January 2015 Financial Statement Notes**

#### Electric Utility

- Net income was \$358 thousand for the month.
- Net operating income was \$493 thousand for the month, compared to budgeted net operating income of \$432 thousand.
- After removing the effects of the PCAC timing, the net operating income was \$400 thousand for the month.
- Operating expenses for the month included \$5 thousand for a replacement heater at M-1.
- January consumption was down 0.32% from January 2014.
- Year-to-date energy losses were 0.00%, compared to prior year losses of 2.53%.

#### Water Utility

- Net income was \$68 thousand for January.
- Net operating income was \$97 thousand for the month, compared to budgeted net operating income of \$48 thousand.
- January consumption was up 9.72% from January 2014.
- Year-to-date water losses were 12.10%, compared to prior year losses of 19.48%.

#### Communication Utility

- Net income was \$15,469 for the month, compared to budgeted net income of \$13,805.
- The Department Managers reviewed noteworthy projects including:
  - Electric informed on the arrival of new bucket truck 506 and explained the system losses report which was included in the February department report.
  - Water shared that there were no freeze ups through the entire winter and no water running requirements.
  - Office explained that the Pilot will be paid in April to the city and gave an update on the PSC rate of return estimate for 2015.

- Technical Services stated that we have partnered with ODC for janitorial services and the individual has started. Additionally, the Focus on Energy program has been very successful.
- The General Manager presented information on the staff involvement on various boards and committees.
- The General Manager presented options for the Economic Development Board housing development incentive plan.

**UC/15-24** Motion by Eberl, seconded by Maggitti, to donate \$100,000 to the subdivision project at some time after June 2015, and if not needed before the end of 2015 money will be set aside. Eberl, Maggitti, Borgman, and Holck voted aye; Heintz-Dzikowich abstained from the vote. Motion carried.

- The General Manager presented information on the city dividend.

**UC/15-25** Motion by Borgman, seconded by Holck, to approve the dividend. All ayes, motion carried.

- Commissioner Maggitti presented information related to a response needed for Dorothy Schnitzler. The consensus was to mail the letter drafted.
- The General Manager and Human Resources Manager presented information on the Administrative Assistant position.

**UC/15-26** Motion by Maggitti, seconded by Borgman, to have an entry level wage for the Administrative Assistant position not to exceed \$44,787. All ayes, motion carried.

- Commissioner Maggitti presented information on a funding request from the Fire and Rescue department.

**UC/15-27** Motion by Maggitti, seconded by Eberl, to deny the request. All ayes, motion carried.

**UC/15-28** Motion by Maggitti, seconded by Eberl, to task the Utility staff with crafting a revised donation policy to address if money is available and how handled. All ayes, motion carried.

**UC/15-29** Motion by Holck, seconded by Borgman, to go into closed session per Wisconsin State Statutes Section 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility for the purpose of discussing General Manager performance guidelines and staffing plans.

Closed session per Wisconsin State Statutes 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved for the purpose of discussing DNR Notice of Violation update.

All ayes, motion carried. Closed session at 5:15 p.m.

**UC/15-30** Motion by Holck, seconded by Maggitti, to resume in open session. All ayes, motion carried. Open session resumed at 6:05 p.m.

**UC/15-31** Motion by Maggitti, seconded by Holck, to approve the Laborer and Customer Service positions. All ayes, motion carried.

**UC/15-32** Motion by Heintz-Dzikowich, seconded by Borgman, to adjourn. All ayes, motion carried. Meeting adjourned at 6:06 p.m.

A handwritten signature in black ink, appearing to read "John Maggitti", written over a horizontal line.

John Maggitti, Secretary

**Department:** Office  
**Manager:** Kent S. Mueller  
**Month:** February 2015

- On February 9<sup>th</sup>, auditors from Schenck SC started their audit of the 2014 financial records and reports. The audit went well with no findings or audit adjustments. The audited financial statements will be presented at the March Commission meeting.
- The 2014 payment in lieu of tax (PILOT) to the City has been calculated at \$1,769,895 and will be paid in mid-April. The PILOT is based on plant in service, inventory, and construction in process within the city as of 1/1/14 for the electric and water utilities. The previous PILOT paid to the City totaled \$1,840,920, which included the communication utility. We are estimating the 2015 PILOT (paid in April 2016) to be approximately \$1,864,849 using the tax rates from 2014. Starting in 2014, PILOT does not include the communication utility, since Act 22 terminated the requirement for municipal telecommunication utilities to pay a PILOT.
- During the month, time was spent completing annual reports for governmental agencies and determining allocations and standard rates used for accounting and billing purposes (based on prior-year audited financials and statistics).
- Although residential customers can't be disconnected this time of year, we continue to make contact with those that are delinquent. They are contacted either through mailed reminders or automated phone calls. As of the end of February, our electric past due amounts that are more than 31 days past due is over \$132 thousand, compared to almost \$105 thousand in February 2014.
- Patti and Kent attended a workers' compensation presentation by United Heartland, which is the third party administrator for our workers' compensation insurance. Twila Hurst presented the information which included the history on workers' compensation insurance, the terminology used, and how claims affect the modification factor.
- Holly attended the MEUW Collections Seminar, held in Wisconsin Dells on February 25<sup>th</sup>. There were many relevant topics, including Act 274 changes and an update from PSC staff.
- The information has been sent to the PSC for the electric billing audit. They will review the information and contact us for additional information that they will need to conduct their audit.
- Starting in February, the general bills list will no longer include the payment to the wastewater utility. This payment will now be included in the prepaids list starting in March. As a result of this accounting change, the "Accounts Payable Wastewater" line in the liabilities section of the water balance sheet will show the actual amount owed to the wastewater utility at the end of the month.

**Department:** Water  
**Manager:** Dave Wasserburger  
**Month:** February 2015

- Sensus RNI software shows 3668 AMI water meters have been installed. This represents a 44.3% completion factor.
- Aaron Paun became employed as a Water Systems Operations Specialist on February 3, 2015. Aaron is married with one son. He and his wife are expecting to have an addition to the family shortly.
- Crews repaired 5 water main breaks in February, this compares with 18 water main breaks repaired last February. We have not had any frozen water services as of yet nor do we have any water services running at this time.
- John has completed the water main design for Maple Avenue and has submitted the plans to DNR for approval. John next will work on the design for the Wildwood Court water main replacement. This will also need to be submitted to the DNR for their approval.
- Dave has spent a significant amount of time working on reports for department staffing needs and building needs.
- The North American Society of Trenchless Technology has chosen a paper written by Wauwatosa, Marshfield, Wausau and their Engineering consultant Short Elliott Hendrickson (SEH ), to receive its 2014 Outstanding Paper Award, over 160 other competing papers. The paper is entitled “**The Three C’s of Water Main Rehabilitation: Cooperative Agreements, Cured-in-Place Pipe Lining, and Competitive Bidding.**” The paper is a case study into the experience of these Wisconsin utility partners who entered into a Cooperative Project Agreement (CPA) to attract qualified contractors and leverage bargaining power for Cured-In-Place-Pipe (CIPP) lining for their water main rehabilitation work. The CPA established a single commission with the power to manage funds, enter into contracts, and hire employees. More importantly, the CPA increased the volume of lining work and allowed the partner utilities to receive more competitive bids. The team presented the paper at the 2014 NASSTT No-Dig Show in Orlando, FL.
- The paper demonstrates the benefits of such a CPA agreement, as well as the overall advantages of using CIPP to innovatively address aging water infrastructure problems. The CIPP method, used in conjunction with CPA, has saved partner utilities more than forty percent compared to open-cut method. By joining together and implementing the three C’s of water main rehab-- cooperative agreements, competitive bidding, and cured-in -place pipe lining—these utilities were able to affordably address critical water main issues for their customers. The award winning paper will be honored during the opening breakfast event for the 2015 NASTT No-Dig Show in Denver, Colorado. While attending this conference, John will be there to accept the award.

## Groundwater Guardians

Attorney General Brad Schimel has announced that the Department of Justice will now take the lead and will coordinate a prescription drug disposal program in Wisconsin. A NEWS RELEASE on February 18, 2015 announced “DOJ spearheads logistics to facilitate cost savings to law enforcement.”

**Department: Electric**  
**Manager: Nicolas Kumm**  
Contributing: Derrek Caflisch  
Month: February 2015

- M-1 didn't run during the month of February.
- Electric AMI meters installed: 2,301 out of 13,100 (17.6%). Bruce Ackerman, Al Derge, Cole Eswein, and Dustin Oleson have completed all of the meter change-outs thus far.
- Cole completed Week 3 of year 3 of the Substation Electrical Apprenticeship at Northeast Wisconsin Technical College during the week of February 2<sup>nd</sup>.
- Session 4 of the MEUW Job Training and Safety Program was completed on February 9<sup>th</sup>. The session covered substations, three way communication procedures and local emergency responder training.
- Session 5 of the MEUW Job Training and Safety Program was completed on February 18<sup>th</sup>. The session covered crew operations, job planning, and field performance.
- Jim Seefluth, Randy Ayer, and Derrek and I completed the new bucket truck pre-paint inspection in Waukesha at the Dueco truck plant on February 17<sup>th</sup>. The inspection went well and we are expecting the new truck later this month.
- Dean Bohman, Tim Habermeyer, Mike Vanderwyst, and Robert Olwell pulled in the new Ckt. 232 on the North side of McMillan from Oak to Central.
- Jeff Irish, Randy Ayer, and Jeff Holbrook are setting poles on CTH E from Elm to Turtle Ridge
- Jim Seefluth, Ryan Steffen, and Dustin Oleson removed the Bakerville regulators for maintenance and finished the Northeast Lift Station to be energized in March.

**Department: Technical Services**

**Manager: Cathy Lotzer**

Contributing: Heather Young, Shawn Marsh, Jim Benson

Month: February 2015

- Cathy has been working with Birschbach and Associates and department managers to organize information and prepare a cost justification spreadsheet for our building project.
- Cathy, Shawn, Nick, and Dave met with Per Mar and an Axis camera representative who demonstrated several cameras for us to determine how specific cameras will meet our needs at each of our facilities.
- Cathy, Jim, and Sean attended a utility-wide Safety Committee. Cathy and Sean have also begun their annual review of written safety programs.
- Cathy is working with ODC on staffing an individual to do part-time cleaning services at MU.
- Heather worked to amend all previously submitted quarterly excess emission reports to make adjustments which reflect EPA's response to MU's New Source Performance Standards Regulatory Determination Request. The amended reports were submitted to Ashley Gray (and cc'd EPA Air Enforcement, Region 5) on February 5<sup>th</sup>.
- On February 10<sup>th</sup>, Heather notified Don Faith (WDNR, operation permit writer) that MU would like to have the voluntary greenhouse gas limits removed from the draft permit due to the U.S. Supreme Court ruling.
- Heather submitted several reports including: 2014 Air Emission Inventory report to WDNR on February 20<sup>th</sup>, no Misoperations for the fourth quarter in 2014 to MRO (webCDMS), and the 2014 Tier II report to the Wisconsin Emergency Management on February 27<sup>th</sup>.
- Heather and Nick participated in a NERC-TAPS Small Entity Exercise on February 24-25<sup>th</sup> in Atlanta, GA.
- Heather and Jim attended Session A of the MEUW Management Training Program on February 11<sup>th</sup>.
- Shawn worked on setting up all of the users in the Sensus system and worked with most users to get them connected and changing their passwords.
- Shawn set up and installed several new computers for staff, as well as a new virtual PC and VPN for a supervisor. He also worked to set up a new employee account information and worked on moving computer equipment associated with an office move.
- Shawn designed an improvement to the digital signage in the main office and water office. The new set-up should run unattended indefinitely now.
- Jim attended a Focus on Energy forum in Madison and represented MU speaking on the success of our local programs.
- Jim coordinated work on several building and maintenance projects, researched cost justification figures for building maintenance, and arranged for the St Joseph water tower to be wired for the RF receiver for the new AMI antenna.
- Jim also requested and received approval from the PSC to extend our toilet rebate program to multi-family dwellings (limit of two toilet rebates per multi-family building per year).

MARSHFIELD UTILITIES ELECTRIC SYSTEM LOSSES

3/9/2015

YEAR	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987
JAN	2.53	8.19	-1.69	-0.02	-4.47	0.77	1.53	2.91	2.39	-7.96	5.17	2.33	-0.34	-5.54	5.21	1.05	-0.10	0.55	1.71	5.09	3.87	7.00	8.55	-0.85	-0.05	0.97	4.36	6.44
FEB	-7.35	-10.01	-1.26	-6.95	-0.52	-2.91	-3.48	-2.25	0.40	-5.22	-6.04	-4.43	-3.77	-1.27	-2.08	-2.36	-3.62	-6.61	-4.70	-2.36	-0.90	-0.81	-7.14	-2.43	-3.76	-0.47	-0.95	-4.14
MAR	5.76	8.91	0.02	3.31	3.99	0.73	4.51	-1.82	-1.39	-0.18	-1.24	2.73	7.12	2.97	-0.01	-0.06	6.69	11.29	8.02	-0.21	-0.17	-1.30	6.53	-3.72	7.33	3.22	6.51	6.37
APR	-2.58	-0.86	-0.09	-1.66	-8.68	-3.31	0.37	-1.13	-1.95	1.57	3.07	-2.87	-0.70	1.7	4.17	-0.24	-4.35	-3.86	1.13	5.26	0.71	-0.21	1.59	1.02	0.63	0.67	-0.16	-2.85
MAY	6.39	4.04	7.37	5.45	9.75	4.22	-3.47	3.18	9.54	5.18	5.34	4.48	-0.07	2.15	3.86	17.47	9.66	3.74	-1.74	2.92	6.46	6.67	6.40	6.01	2.05	4.47	0.05	10.07
JUN	3.72	1.22	2.96	0.68	5.16	8.13	7.33	8.08	1.37	5.74	1.69	7.43	10.86	8.11	0.75	3.13	7.85	10.14	9.07	5.03	2.45	0.57	2.96	4.75	2.59	6.18	6.47	7.68
JUL	3.61	6.32	10.16	12.79	4.26	-4.75	8.13	8.88	10.87	7.98	8.16	4.70	5.94	10.49	8.45	11.13	1.45	3.31	-0.93	8.64	6.00	6.65	1.97	5.23	8.69	9.21	9.13	16.28
AUG	1.91	5.56	-3.68	0.16	5.15	6.81	-2.14	-2.89	3.15	2.69	2.05	8.91	-1.66	-2.46	3.60	-3.77	6.36	2.14	9.35	3.17	3.25	8.98	7.75	7.72	7.49	-0.34	0.00	-11.31
SEP	-3.85	-6.99	-4.98	-9.35	-10.88	2.26	-1.21	-3.13	-10.78	-6.62	0.75	-5.25	-1.39	-3.9	-2.90	-5.26	-4.03	0.96	12.60	-3.65	1.52	-5.92	0.86	2.33	-4.89	4.16	-0.25	-11.96
OCT	3.79	6.39	6.74	6.87	8.12	2.08	1.23	5.68	7.07	5.73	2.82	0.46	0.78	3.31	6.56	11.42	4.06	3.36	3.73	7.31	7.81	8.46	7.87	2.64	8.97	5.64	9.98	14.96
NOV	12.85	6.13	3.60	7.66	7.50	5.31	8.63	0.66	0.03	3.97	8.07	10.72	14.97	12.3	4.23	5.25	8.04	8.51	9.09	4.75	3.10	7.30	8.19	-3.34	4.98	5.72	5.00	6.95
DEC	6.81	9.98	7.75	12.08	12.18	13.66	9.17	10.81	10.69	8.61	9.11	7.36	10.61	13.7	12.32	7.37	9.01	8.69	8.75	1.87	9.27	4.34	3.50	13.24	13.50	14.24	9.21	4.88

AVERAGES

1YR*	2.86	3.45	2.40	2.72	2.87	2.81	2.66	2.55	2.88	1.94	3.25	3.05	3.74	3.55	3.83	3.96	3.44	3.59	4.79	3.22	3.63	3.59	4.19	2.90	4.19	4.55	4.11	3.61
2YR	3.16	2.93	2.56	2.80	2.84	2.74	2.61	2.72	2.41	2.59	3.15	3.39	3.65	3.69	3.90	3.70	3.52	4.19	4.01	3.43	3.61	3.89	3.55	3.55	4.37	4.33	3.86	x.xx
3YR	2.90	2.86	2.66	2.80	2.78	2.67	2.70	2.46	2.69	2.74	3.34	3.45	3.71	3.78	3.74	3.66	3.94	3.87	3.88	3.48	3.80	3.56	3.76	3.88	4.28	4.09	x.xx	x.xx
5YR	2.86	2.85	2.69	2.72	2.75	2.57	2.66	2.73	2.97	3.10	3.48	3.63	3.70	3.67	3.92	3.80	3.73	3.76	3.88	3.51	3.70	3.88	3.99	3.87	x.xx	x.xx	x.xx	x.xx
LIFE	3.37	3.39	3.39	3.42	3.45	3.48	3.51	3.55	3.60	3.64	3.73	3.76	3.81	3.81	3.83	3.83	3.82	3.85	3.88	3.78	3.85	3.88	3.93	3.87	4.12	4.09	3.86	3.61

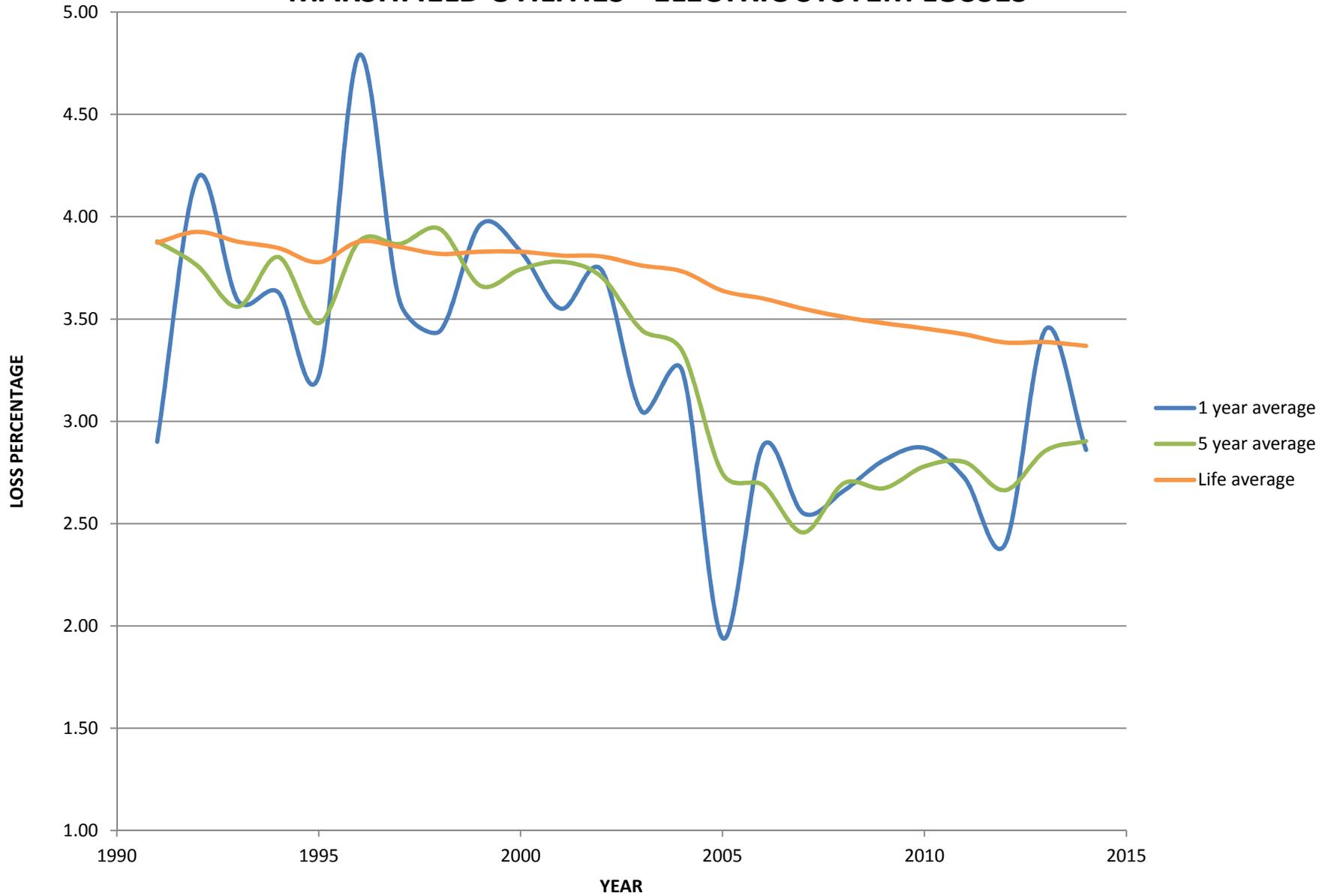
YEAR	2014	2013	2012	2011	2010	2009	2008	2007	2006	2005	2004	2003	2002	2001	2000	1999	1998	1997	1996	1995	1994	1993	1992	1991	1990	1989	1988	1987
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\*Year 1 value taken from December Balance Sheets.

Methods of Improving Losses:

- Use low loss transformers
- Improve transformer loading
- Trim trees
- Use larger conductor sizes
- Install capacitor banks
- Eliminate metering errors
- Eliminate current diversion

# MARSHFIELD UTILITIES - ELECTRIC SYSTEM LOSSES



**BOARD OF PUBLIC WORKS MINUTES**  
**OF MARCH 16, 2015**

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

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

**EXCUSED:** None

**ALSO PRESENT:** Alderman Earll; City Administrator Barg; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; Street Superintendent Winch; Assistant Street Superintendent Hawley; Assistant Street Superintendent Bornbach; Police Chief Gramza; Wastewater Superintendent Warp; Parks & Recreation Supervisor Steinbach; Planning & Economic Development Director Angell; City Planner Miller; the media; and others.

**PW15-31** Motion by Buttke, second by Cummings to recommend approval of the minutes of the March 2, 2015 Board of Public Works meeting.

**Motion Carried**

**Citizen Comments - None**

Roxann Cuty of the Wisconsin Department of Transportation (WisDOT) and Brad Groh of JT Engineering presented alternatives for North Central Avenue from Arnold Street to Harrison Street. Three options were presented, including an option that would retain existing on-street parking, an option that would add a two-way left turn lane in the center and eliminate parking, and an option that was a combination of the two, retaining existing parking from Arnold Street to Cleveland Street and adding the two-way left turn from Edison Street to Harrison Street. In all of the alternatives, the Doege Street intersection would be reconfigured to add protected left turn lanes which would eliminate parking on both sides of Central Avenue from Cleveland Street to Edison Street. WisDOT is looking for a 10 to 12 year life with this project, after which a more extensive project would be planned. The Board heard from the following individuals:

- Harold Wensch, C3988 CTY M, Stratford, owner of the Laundromat at 410 North Central Avenue, questioned if additional right-of-way will be required for the project. He also stated that from what he has seen of the repairs done by the City, the pavement under the asphalt is in bad shape and he's not sure it will hold up to another overlay.
- Tom Schnitzler, 300 Larch Avenue, owner of a business in the 300 block of North Central, is not in favor of losing parking and would be in favor of the combination alternative.
- Dave Asplin, 211 Ley Ave, owner of property in the 600 block of North Central, is concerned about special assessments if the project is only being designed to last 10 or 12 years. He feels special assessments should wait until a full reconstruction occurs.
- Alen Johnson, 2100 Adler Road, owner of a business at 411 North Central, stated that parking is not needed in his area but there are plenty of crashes so improvements to the Doege Street intersection are needed.

This was an informational and discussion item only. Action will be scheduled for the April 6, 2015 Board of Public Works meeting.

**PW15-32** Motion by Wagner, second by Buttke to recommend approval of a professional services contract with Randy Lueth to develop design concepts for the 2nd Street Corridor and direct staff to prepare a budget resolution for Common Council consideration.

**Feirer, Buttke, Jockheck & Wagner voted 'Aye', Cummings voted 'No', Motion Carried**

**PW15-33** Motion by Buttke, second by Cummings to recommend approval of the low quotation submitted by Casper's Truck Equipment for a 2015 LARUE D50 Snow Blower with QSB6.9 275 HP Cummings, with the options listed in the analysis, for a total purchase price of \$129,309 and authorize execution of a purchase agreement.

**Motion Carried**

**PW15-34** Motion by Wagner, second by Cummings to recommend approval of the low quotation submitted by Beaver Creek Landscaping for the 2014 Terrace Tree Planting Program in the amount of \$4,975 and authorize execution of a contract.

**Motion Carried**

**PW15-35** Motion by Buttke, second by Jockheck to recommend approval of the plans for the 8<sup>th</sup> Street Lift Station Replacement and authorize MSA Professional Services to prepare the bid package and proceed to solicit bids.

**Motion Carried**

**PW15-36** Motion by Jockheck, second by Wagner to recommend approval of the prequalification of contractors for 2015 City of Marshfield construction projects as presented.

**Motion Carried**

City Administrator Barg presented a summary presentation of the 2016-2020 Capital Improvement Program as prepared by the CIP Administrative Committee.

**PW15-37** Motion by Buttke, second by Wagner to recommend approval of the 2016-2020 Capital Improvement Program and refer to Common Council for their consideration.

**Motion Carried**

The Board of Public Works discussed alternate side street parking regulations. The alternate side parking regulations are not working where there is already one side of the street permanently posted for no parking. Options to address this include adding language to the ordinance to exempt these locations from alternate side parking or to consider removing the permanent parking restriction and let the alternate side parking regulation govern. The consensus was that it would be helpful to know where this is occurring and that may dictate what solution may be more appropriate. Staff will review current parking restrictions to see where this problem is occurring and bring back a recommendation to the Board of Public Works.

**PW15-38** Motion by Wagner, second by Buttke to adjourn to closed session at 7:06 PM 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.

- Acquisition of property for Wildwood/McMillan Connector Trail

**Roll call vote, all 'Ayes' Motion Carried**

**Present in Closed Session:** Aldermen Feirer, Wagner, Buttke, Cummings, Jockheck & Earll; City Administrator Barg; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy.

**PW15-39** Motion by Buttke, second by Jockheck to reconvene in open session at 7:21 PM.

**Roll call vote, all 'Ayes' Motion Carried**

**PW15-40** Motion by Wagner, second by Buttke to recommend approval to purchase property from Wisconsin Central Railroad for the Wildwood/McMillan Connector Trail and authorize execution of purchase documents.

**Motion Carried**

**Recommended items for future agenda - None**

Motion by Jockheck, second by Cummings that the meeting be adjourned at 7:22 PM.

**Motion Carried**

Daniel G. Knoeck, Secretary  
BOARD OF PUBLIC WORKS

**JUDICIARY AND LICENSE COMMITTEE**  
**MINUTES OF MARCH 17, 2015**

Meeting called to order by Chairperson Wagner at 4:45 p.m., in the Common Council Chambers, City Hall Plaza.

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

**ABSENT:** None

**ALSO PRESENT:** Chief Gramza and City Clerk Hall

**JLC15-017** Motion by Feddick, second by Earll to approve the minutes of the March 3, 2015 meeting.

**Motion carried**

**CITIZEN COMMENTS**

None

**JLC15-018** Motion by Earll, second by Feddick to approve by unanimous consent the following:

- a) One (1) Beverage Operator License for the 2013-2015 license year to: Christine Koula
- b) Temporary "Class B"/Class "B" Retailer's License to the Marshfield Area Chamber of Commerce & Industry for April 21, 2015.

**Motion carried**

**JLC15-019** Motion by Feddick, second by Earll to deny a Beverage Operator License to Brittany Harkema based on her record of charges.

**Motion carried**

**JLC15-020** Motion by Earll, second by Feddick to deny a Beverage Operator License to Melissa Alcorta because of her alcohol related offense (25 points) and failure to list the charge on her application (25 points).

**Motion carried**

**JLC15-021** Motion by Feddick, second by Earll to hold over the proposed Ordinance revising Chapter 9 of the Municipal Code pertaining to licensing until the next meeting.

**Motion carried**

The Clerk will ask the City Attorney for a red-lined version of the proposed ordinance.

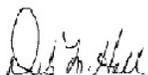
The closed session regarding the Reconsideration Hearing for Zachariah Mews was not held due to the applicant not appearing at the meeting.

**Future Agenda Items**

Ordinance revising Chapter 9 – Licensing

Motion by Feddick, second by Earll to adjourn at 5:07 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

**FINANCE, BUDGET AND PERSONNEL COMMITTEE**  
**MINUTES OF MARCH 17, 2015**

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

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

**ABSENT:** None

**ALSO PRESENT:** Alderperson Wagner, Mayor Meyer, City Administrator Barg and City Personnel (Keith Strey, Bob Haight, Rick Gramza, Ben Steinbach, Brenda Hanson and Deb Hall)

**Citizen Comments**

None

**FBP15-024** Motion by Hendler, second by Smith to approve the items on the consent agenda:

1. Minutes of the March 3, 2015 meeting
2. Bills in the amount of \$550,534.29
3. Treasury Report of February 2015

**Motion carried**

No items were removed from the consent agenda.

Fire Chief Haight presented information regarding the refilling of the vacant firefighter position.

**FBP15-025** Motion by Hendler, second by Earll to recommend approval of Budget Resolution No. 6-2015 to the Common Council, transferring \$10,420 with the Protective Services Special Revenue Fund from State Shared Proceeds to Other Capital funds.

**Motion carried**

City Administrator Barg presented 4 options for filling the vacant Human Resources Manager position:

- Hire another Human Resources Manager (Option #1)
- Hire Human Resources Coordinator or Specialist (Option #2)
- Hire Human Resources Coordinator or Specialist and elevate an existing staff person to one of the following in addition to their current job (Option #3):
  - Administrative Services Coordinator
  - Assistant City Administrator
- Hire Human Resources Coordinator/Assistant City Administrator & hire Human Resources Assistant (Option #4)

The committee discussed these options and directed the City Administrator to explore options 3 & 4 and bring information back to them at the next meeting.

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

- The Staff team met and they talked about the Administrative Services Coordinator position and they covered all the topics of where this function would move from this department to that department (ex. Airport, Cemetery, Building Inspection Services, GIS Coordinator, etc.). At their next meeting they will talk about the process improvements that were recommended. His goal for April 7<sup>th</sup> is to bring to the committee a proposal on the HR position and recommendations for how they would move forward in the possible reorganization.

**FBP15-026** Motion by Spiros, second by Smith to go into 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.

- (1) Memo of Understanding with Police Officer Bargaining Unit.
- (2) Settlement Agreement for payment of delinquent holding tank waste fees.
- (3) Tentative Agreement with Fire Fighters Local 1021 IAFF.

Roll call vote, all ayes. (Time: 5:53 p.m.)

**Motion carried**

Present in closed session: Alderpersons Feddick, Earll, Smith, Spiros, Hendler and Wagner, Mayor Meyer, City Administrator Barg, Finance Director Strey, City Clerk Hall, and Police Chief Gramza.

The Mayor and Police Chief left the closed session at 6:10 p.m.

**FBP15-027** Motion by Spiros, second by Earll to return to open session. Roll call vote, all ayes. (Time: 6:27 p.m.)

**Motion carried**

**FBP15-028** Motion by Earll, second by Spiros to approve the Memorandum of Understanding with the Police Officers Bargaining Unit.

**Motion carried**

**FBP15-029** Motion by Smith, second by Earll to authorize appropriate City officials to work with the City Attorney to prepare and execute a written agreement with B & D Liquid Wastehauling for payment of delinquent holding tank waste fees.

**Motion carried**

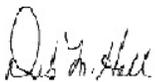
**FBP15-030** Motion by Hendler, second by Earll to approve the Tentative Agreement with the Fire Fighters Local 1021 IAFF.

**Motion carried**

### **FUTURE AGENDA ITEMS**

None

Motion by Smith, second by Earll to adjourn at 6:30 p.m.



Deb M. Hall  
City Clerk



# City of Marshfield Memorandum

---

DATE: March 17, 2015  
TO: Finance, Budget & Personnel Committee  
FROM: Keith Strey, Finance Director  
RE: Request from B&D Liquid Wastehauling for a reduction of accrued interest and installment payment plan for delinquent 2001 sewer invoices

## **Background**

B&D Liquid Wastehauling contacted the City of Marshfield in April of 2013 with a request for a significant reduction of interest accrued on delinquent sewer invoices and a repayment plan for the balance to allow them to once again start trucking loads to the sewer plant for treatment. That request (copy attached) was presented to the Board of Public Works on April 15, 2013 in Closed Session with options identified for consideration as well as a recommendation from staff. The Board directed me to respond to the request with specific terms they agreed to as outlined in the attached letter dated April 16, 2013 to Juneau & Associates LLC. The required \$250 deposit did not occur nor any other formal action in response.

On March 4, 2015, Sue Oertel from B&D stopped by my office to ask what it would take to clear things up so they could resume service. I informed her that the approach not requiring Common Council approval would be to pay in full including accrued interest, which she said they couldn't do. A second option discussed was for B&D to make a **substantial** payment (I did not suggest an amount) to indicate by action how serious they are in resolving this situation and submitting a request for consideration. She wrote out a check for \$10,000 on the spot. The Finance department deposited this check the same day and confirmed it cleared the bank in the days following receipt.

When making the payment, Ms. Oertel requested an update on the amount due after applying the \$10,000 payment so they could submit their request with current information, which I provided them on 3/6/15. Even with the \$10,000 payment received on 3/4/15 applied to the total amount due, the balance as of 3/31/15 is \$28,772.26. In comparison, the 3/31/13 amount due was \$30,484.25 with the net difference being accrued interest on the balance for two years @ 12% per year / 1% per month. With this updated balance information, B&D had their attorney (Juneau & Associates LLC) prepare the attached letter dated 3/11/15 with their request that was hand delivered by Ms. Oertel.

All through this process, I discussed these events with Administrator Barg and we agreed on the steps to take going through the process to this point. We discussed the request from B&D

upon receipt to determine our recommendation for Finance, Budget & Personnel Committee consideration.

Given the long history with this company; previous Board of Public Works direction; concerns about previous / future performance and the recent \$10,000 payment, staff recommends for committee consideration the following:

- Accept B&D Liquid Wastehauling's proposal for payment points 1 through 4 as requested and allow them to resume service with the City of Marshfield Wastewater utility as long as they meet all agreed upon payments and all other obligations to the City of Marshfield.
- Require a security deposit of a specific amount (\$2,500) to be held by the City of Marshfield as long as B&D Liquid Wastehauling conducts business with the City of Marshfield Wastewater Utility.
- Require payment on delivery for each truckload to the Wastewater Utility for treatment service or a Prepaid Amount on Account with the City of Marshfield Wastewater Utility to maintain a positive balance to cover fees. If the option for a prepaid account is selected by B&D Liquid Wastehauling and agreed upon by the City of Marshfield, the required amount will be equal to two week's estimated septic and holding tank fees.
- B&D Liquid Wastehauling must agree verbally to these terms on or before March 19, 2015.

Staff recommends that a written agreement be prepared by the City Attorney and include language that this agreement is not precedent setting and handling of this situation with B&D is under the unique circumstances in this particular case. We feel this is important as we have two other waste haulers that have delinquent invoices for 2014 we are pursuing collection efforts on along with increased activity for this service due to elevated WI DNR compliance enforcement of septic waste disposal. So, whatever we do in this case might have impact in handling future situations with this or other haulers.

### **Recommendation**

Staff recommends that the Finance, Budget & Personnel Committee authorizes appropriate City officials to work with the City Attorney to prepare and execute a written agreement with B&D Liquid Wastehauling using terms described above.



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Concurrence – Steve Barg, City Administrator

# JUNEAU & ASSOCIATES LLC

A Limited Liability Company

303 W. Upham St., Suite 100

P.O. Box 370

Marshfield, WI 54449-0370

**PATRICK J. JUNEAU**

Attorney-at-Law

Phone: 715-486-8870

Fax: 715-486-8871

E-Mail: [pjuneau@frontier.com](mailto:pjuneau@frontier.com)

March 11, 2015

City of Marshfield  
Attn: Keith Strey, Finance Director  
630 S. Central Avenue  
Marshfield, WI 54449

RE: B. And D. Liquid Wastehauling  
Account Nos.: 1698-6/4/01 & 1710-7/5/01

Dear Mr. Strey:

Please be advised that I represent B. And D. Liquid Wastehauling relative to the outstanding amount due to the City of Marshfield for waste disposal services on the above referenced accounts. My client appreciates the City's patience in regard to this matter as the past several years have been financially challenging.

I have had an opportunity to review the invoices that had been provided to my client. It appears that through March 31, 2015, the amount due for principal is \$7547.04 and the amount due for interest is \$21,225.22, resulting in a total amount due and owing of \$28,772.26.

As you know, B. And D. Liquid Wastehauling recently made a payment of \$10,000.00 to the City on this outstanding account which, based upon my understanding, was applied to interest due. My client desires to pay the remaining outstanding balance on these accounts and has requested that I extend the following proposal for payment:

1. That the City extend a 25% reduction in the amount of interest due on the outstanding accounts (\$5306.31) which would equate to a revised total amount due and owing of \$23,465.95 between both delinquent accounts;
2. That B. And D. Liquid Wastehauling make 5 equal monthly payments of \$4693.19 to the City of Marshfield commencing April 28, 2015, which would bring the accounts current on or before August 28, 2015;
3. That if B. And D. Liquid Wastehauling successfully pays the total amount of \$23,465.95, as outlined above, by August 28, 2015, the City of Marshfield would waive any additional interest charges that would have accrued on the

City of Marshfield  
Attn: Keith Strey  
March 11, 2015  
Page Two

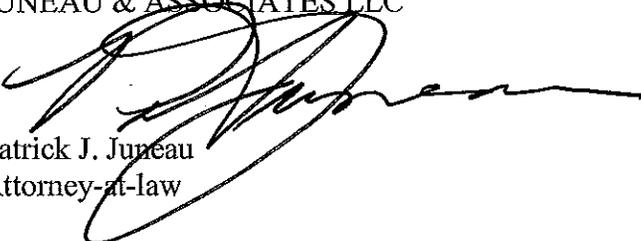
- outstanding accounts during the 5 month payment period.
4. That if B. And D. Liquid Wastehauling fails to make a monthly payment as outlined above or is in any way delinquent in the monthly payment; the City of Marshfield shall have the right to reinstate the \$5306.31 of interest waived and assess any additional accrued interest on the unpaid balance at the customary rate.

I respectfully request that the City of Marshfield approve my client's payment plan as outlined above. As previously stated, a payment of \$10,000.00 was made on these outstanding accounts earlier this month, which evidences my client's desire and ability to bring this account current over a relatively short period of time. It is unfortunate that my client could not afford to do this much sooner, as this payment alone would have more than paid both invoices in full.

My client has also informed me that it intends to make payment to the City on or before March 20, 2015 in prepayment of the first estimated weekly fee that will be due for dumping fees at the Waste Treatment Plant. While it is true that prepayment for dumping is required by the City due to the delinquent accounts, it does evidence my client's desire and ability to remedy this matter and avoid future delinquencies.

Your consideration is greatly appreciated. Please feel free to contact me with any questions.

Very truly yours,  
JUNEAU & ASSOCIATES LLC



Patrick J. Juneau  
Attorney-at-law

PJJ:lme

cc: B. And D. Liquid Wastehauling

Finance Department  
City of Marshfield  
City Hall Plaza  
630 S. Central Avenue  
Marshfield, Wisconsin 54449-0727



Keith R. Strey, CPA  
Finance Director  
Telephone (715) 387-3033  
Fax (715) 384-9310  
Email: keiths@ci.marshfield.wi.us

April 16, 2013

Juneau & Associates LLC  
ATTN: Patrick J. Juneau, Attorney-at-Law  
120 North Central Avenue  
P.O. Box 370  
Marshfield, WI 54449

Dear Attorney Juneau:

I received your letter dated April 4, 2013 RE B&D Liquid Waste hauling request for substantial reduction in the total amount owed and installment payment plan.

On Monday, April 15, 2013 I presented this request to the City of Marshfield Board of Public Works for their review and direction. They approved the City Attorney to prepare a written settlement agreement with B&D Liquid Waste hauling under the following general terms:

- Payment in full of Invoice #1698 dated 6/4/2001 with a balance due of \$3,363.88 and Invoice #1710 dated 7/5/2001 with a balance due of \$4,183.16
- Reduction of total interest (in excess of \$18,000 if all terms of the written agreement are met) on these invoices to \$5,000 to be paid in full by 12/31/2013 in equal monthly amounts
- \$2,500 Security Deposit to be held by the City of Marshfield as long as B&D Liquid Waste hauling conducts business with the City of Marshfield Wastewater Utility for septic and holding tank treatment service
- Payment on delivery for each truckload to the Wastewater Utility for treatment service or a Prepaid Amount on Account with the City of Marshfield that will be adjusted regularly to maintain a positive balance to cover fees. If the option for a prepaid account is selected by B&D and agreed upon by the City of Marshfield, the initial amount required will be \$1,000

This is contingent on two things. First, the City of Marshfield Common Council needs to approve this action by the Board of Public Works at their April 23, 2013 meeting. Second, B&D Liquid Waste hauling must verbally agree to these terms and deliver a \$250 deposit before we have the City Attorney begin drafting the written agreement. This deposit will be considered part of the Security Deposit.

Please review with your client at your earliest opportunity and contact me with their response by Tuesday, April 23, 2013.

Respectfully,

Keith R. Strey, CPA  
Finance Director  
City of Marshfield



# City of Marshfield Memorandum

---

## CONFIDENTIAL MEMO

DATE: April 10, 2013  
TO: Board of Public Works  
FROM: Keith Strey, Finance Director  
RE: Request from B&D Liquid Wastehauling for substantial reduction of interest and installment plan for delinquent 2001 sewer invoices

### Background

B&D Liquid Wastehauling recently contacted the City of Marshfield to determine what it would take for them to obtain the permits necessary to allow them to once again start trucking loads to the sewer plant for treatment. In review of City records, it was noted that they were delinquent on two invoices from mid-2001 in excess of \$7,500. Add to that, the City is permitted to charge interest on outstanding amounts of up to 1% per month. We informed them of this and they asked that I calculate the total amount due.

Attached are copies of the two invoices and the calculated interest for both. In total, the amount due through the end of March 2013 is \$30,484.25. B&D stated they couldn't afford that and would not pay anything until they knew that if they made payments they would be assured of the ability to begin delivery of loads to the sewer plant. Approximately a week and a half later, I received the attached letter from Juneau & Associates LLC on behalf of B&D with their request.

Given the long history with this company and significant concerns regarding this request, staff met to review this situation and develop some options for your consideration and direction on. The three options staff developed were:

- Hold firm and insist on payment in full in all aspects before the City Clerk and Wastewater Utility issue permits per municipal code. In addition, require a security deposit of a specific amount (\$2,500) and require payment on delivery for each load brought to the plant for treatment or prepayment of charges on account in addition to the security deposit.

- Through a written agreement, require them to pay off the original invoice amounts due from 2001 and agree to a monthly payment plan for interest to be paid off by 12/31/2013. BPW and Common Council could consider their request to reduce the total interest charged as a compromise incentive to recapture the amount due. Once the original invoice amounts were paid, the City Clerk and Wastewater Utility issue permits per municipal code. In addition, require a security deposit of a specific amount (\$2,500) and require payment on delivery for each load brought to the plant for treatment or prepayment on account.
- Allow them, through a written agreement, to make equal installment payments on both the original invoices and interest to be paid off by 12/31/2013. BPW and Common Council could consider reducing the total interest charged here as well as a compromise incentive to recapture the amount due. Once an agreement is signed by both parties, the City Clerk and Wastewater Utility issue permits per municipal code. In addition, require a security deposit of a specific amount (\$2,500) and require payment on delivery for each load brought to the plant for treatment or prepayment on account.

Staff recommends that if option 2 or 3 is used, a written agreement be prepared by the City Attorney and include language that this agreement is not precedent setting and handling of this situation with B&D is under the unique circumstances in this particular case. We feel this is important as we have another hauler that has delinquent invoices back to 2011 making inquiries on how to proceed with addressing their situation. So, whatever we do in this case might have impact in handling future situations with this or other haulers.

### **Recommendation**

Staff recommends that the Board of Public Works authorizes the appropriate City officials to work with the City Attorney to prepare and execute the appropriate written agreement with B&D Liquid Wastehauling using terms described in the third option above including a total interest reduction as determined by BPW in this case if all terms of the agreement are honored.

# JUNEAU & ASSOCIATES LLC

A Limited Liability Company

120 N. Central Ave., P.O. Box 370  
Marshfield, WI 54449-0370

**PATRICK J. JUNEAU**

Attorney-at-Law

Phone: 715-486-8870

Fax: 715-486-8871

E-Mail: [pjuneau@tznet.com](mailto:pjuneau@tznet.com)

April 4, 2013

Ms. Marilyn D. Rindfleisch  
City of Marshfield  
Finance Department  
Wastewater Utility  
Central Plaza  
630 S. Central Avenue  
PO Box 727  
Marshfield, WI 54449

Re: B & D Liquid Wastehauling

Dear Ms. Rindfleisch:

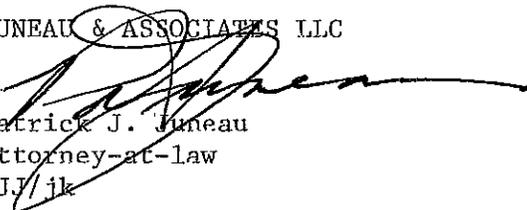
As Attorney for B & D Liquid Wastehauling, I am assisting them with their financial and business planning. I am aware of the debt for \$30,484.25 that is owing is pursuant to invoices that were rendered in June and July 2001.

The invoices for actual services are \$7,545.04 and will be paid in a few installments if that is agreeable with you. A payment can be made toward the interest if the amount owing can be substantially reduced and installment payments can be made.

It is important to resolve this matter as soon as possible so my client may receive the haulers permit or they will be forced out of business. Thank you for your assistance.

Very truly yours,

JUNEAU & ASSOCIATES LLC

  
Patrick J. Juneau  
Attorney-at-law  
PJJ/jk

cc: B & D Liquid Wastehauling

## MEMORANDUM OF AGREEMENT

The City of Marshfield and the Police Officer Bargaining Unit, hereby agree as follows:

In an effort to expand the pool of police officer applicants, the Parties agree to an opportunity for prospective officers with previous full-time law enforcement experience and are currently certified or certifiable, a recognized value to the City of Marshfield, to prove eligible for rates of pay and vacation above that of starting patrol officers. The increase in pay and/or vacation beyond what the current contract specifies will not exceed what a current officer of equal experience receives. Any increase to what is specified within the current contract will take effect upon completion of phase 5 of the Field Training Program. These considerations are retroactive to those hired less than 3 years prior to the signing of this document. Those benefiting from this agreement shall retain their benefits should this agreement expire.

**This agreement was approved by the Fire and Police Commission on 3/5/2015.**

The parties agree to implement the above effective \_\_\_\_\_ day of March, 2015 through December 31, 2016.

**FOR THE CITY OF MARSHIELD**

**FOR POLICE OFFICER BARGAINING UNIT**

\_\_\_\_\_

Chris Meyer, Mayor

\_\_\_\_\_

President

\_\_\_\_\_

Deb M. Hall, City Clerk

\_\_\_\_\_

Executive Board

\_\_\_\_\_

WPPA Business Agent

**SETTLEMENT OFFER  
OF  
CITY OF MARSHFIELD  
TO  
MARSHFIELD FIRE FIGHTERS  
LOCAL 1021  
February 25, 2015**

**The City reserves the right to add to, delete from, or otherwise modify any of its proposals.**

**1) Revise Article 5, Insurance (Section 1)**

**Section 1:** Health insurance premiums shall be paid eighty- five percent (85%) by the City and fifteen percent (15%) by the employee.

**2) Revise Article 11 (Section 4, 6 and 7), Additional Compensation**

**Section 4:** There shall be paid the sum of twelve dollars and fifty cents (\$12.50) per day per employee for being on the First Ambulance Crew.

**Section 6:** Effective January 1, 2014, \$70.00 per incident shall be paid to each member responding to the site of an incident determined by the Chief to be an extremely hazardous substance (EHS) in accordance with the definition of the Code of Federal Regulations.

**3) Revise Article 15, Section 2 - Educational Benefits**

**Section 2:** All Fire Fighters with one (1) year of service shall receive pay for a school incentive program for an Associate or Bachelor's degree as follows:

Associate degree	*Half completed \$10 per month
	Upon graduation \$25 per month
Bachelor's degree	*Half completed \$30 per month
	Upon graduation \$40 per month

Effective 1/1/99, the incentive program for an associate degree will not be available to newly hired firefighters. The Bachelor's degree program will be available to firefighters with one (1) year of service and they shall receive pay for a school incentive program for a Bachelor's degree as follows:

*Half completed \$30 per month
*Upon graduation \$40 per month

Effective 1/1/15, newly hired firefighters will not be eligible for the incentive program for a half completed bachelor's degree incentive. Firefighters with one year of service and hired after 1/1/15 are eligible for a school incentive program for a Bachelor's degree as follows:

Bachelor's degree	\$18 per month
-------------------	----------------

\* As defined and confirmed by the institution in which the employee is enrolled for the degree program.

All courses must be from an accredited institution.

**4) Revise Article 17 (Section 3), Clothing Allowance**

**Section 3: After ten (10) years of employment, employees in good standing as recommended by the Fire Chief or as approved by the Police and Fire Commission, shall receive his/her badge(s) and helmet shield at no cost to the employee upon retirement or resignation from the department.**

**5) Revise Article 23, Residency**

**Section 1: Employees shall be allowed to reside within fifteen (15) straight-line miles from the nearest City boundary.**

**6) Article 26 (Section 3), Lieutenant Promotional Process**

**Section 3: Only employees with at least seven (7) years of service in the Marshfield Fire and Rescue Department and current assignment as Relief Lieutenant shall be eligible to take the test. In the event that no Relief Lieutenant qualifies for a promotion pursuant to this article, the Chief may accept personnel with at least seven (7) years full-time firefighting experience in the Marshfield Fire and Rescue Department as eligible for promotion.**

**7) Revise Duration of Agreement to provide for a three-year agreement running from January 1, 2014 through December 31, 2016.**

**8) Revise Appendix A:**

07/01/14 – 1%

07/01/15 – 2%

07/01/16 – 1%

12/31/2016 – 1.5%

**9) Revise numbering of articles from roman numerals to numbers and correct numbering of Reservation of Rights and Amendment and Renewal Provision.**

# Marshfield Airport Committee Minutes

## March 19th, 2015

Meeting called to Order at 6:00 p.m. by Chairman Berg

Present: Chris Jockheck, Jack Bremer, Paul Knauf, and John Berg

Absent: Dan Maurer

Also Present: Duffy and Jeffrey Gaier

Citizens Comments: None

AP15-11 Motion by Knauf Second by Bremer to approve the Airport Minutes for February 19th 2015, All Ayes,

Motion Carried

AP15-12 Motion by Bremer Second by Jockheck to approve the Airport Manager's March 2015 Report, All Ayes

Motion Carried

AP15-13 Motion by Bremer, Second by Knauf to approve the March 2015 Activity Report, All Ayes

Motion Carried

AP15-14 Motion by Jockheck, Second by Knauf to approve the Airport Bills for March 2015, All Ayes

Motion Carried

AP15-15 Motion by Bremer, Second by Jockheck to contact the City Attorney regarding the land lease of the airport farm land to the UW Board of Regents to determine options which may also include termination of lease. , All Ayes,

Motion Carried

Additional Citizens Comments: None

Motion by Jockheck, second by Bremer to adjourn at 7:10 PM, All Ayes Motion Carried

Respectfully Submitted - Jeffrey Gaier

# Marshfield Municipal Airport, Roy Shwery Field

## Airport Manager's Report

March 19th, 2015



Mike Gabor from the Bureau of Aeronautics (BOA), is in the process of putting together a bid packet for the removal of the structures and trees on the former Grossbier property. Mike asked if there were any contractors in the City that the City has used in the past for building removal. Dan Knoeck with Public Works graciously provided a list the City has worked with. This list has been forwarded onto the Bureau. The bid is expected to go out sometime in April.

On March 25th members of the City, Airport Committee, and Airport Management will be traveling to Madison on a day long seminar on funding for airport projects. We will be able meet with Mike Gabor and discuss the upcoming bid project as well as future and ongoing projects at the airport.

City Administration asked Jeff if it would be okay of the Marshfield Area Pet Shelter (MAPS), could store some cages in the Office Complex Terminal Building. Jeff said it would be fine as MAPS did not have another location lined up to store them in.

Members of the National Weather Service stopped in to inspect the General Aviation Terminal building for the potential of relocating the Automated Surface Observation System from the Office Complex Terminal Building to the General Aviation Terminal building. They did feel confident the equipment could easily be relocated. However, because it is federally owned by the Federal Aviation Administration, a site visit would need to be conducted by the FAA along with an engineering study. The system would need a wire run to an antenna that would receive the data from the weather instruments. An antenna will be mounted on the end of the large storage hangar so that it would have line of site and not interfere with other antennas. The equipment will also need a T1 phone line coming into the building. We will work with the National Weather Service and phone company on that. The National Weather Service did not know who would be paying for the relocation.



The VASI and PAPIs have been giving us some issues lately. Merkel were out at the airport to see if they could get them up and running again. The PAPIs came back on by themselves so we



are keeping an eye on that. The VASIs had some bulbs burned out.

Howard Joling the airport manager from South Wood County Airport, (Wisconsin Rapids) said that a technician from

Northway Communication met with the FAA to get certified on maintaining the SDF. They found a problem with the SDF in Wisconsin Rapids so he was not able to get certified that day, but it will happen soon. We will be keeping an eye on the progress as we will be attempting to use the technician from Northway Communication to maintain our SDF as well.

The Portable Instrument Receiver (PIR), has come back from being recalibrate and re-certified. It is good for another four years before it will need to be sent in again. The cost of the recalibration and re-certification is being split between the Marshfield Airport and the South Wood County Airport. South Wood County Airport sent in the PIR and sent us a bill for our share of the costs.

We have asked Vital Communication to provide an additional Allworx phone for the airport. One of the phones in the operations area is beginning to have issues transmitting sound.

Jeff had an FAA inspector come out to the airport this month and inspect the computerized testing service through CATS Testing. CATS Testing is the provider that Duffy's Aircraft is affiliated with to provide aviation and non-aviation computerized written exams at the airport. Jeff once again passed inspection and is able to continue providing exams for another year.

The Parks and Recreation department is going to be removing the four foot fence between the airport and the zoo. Eventually the airport will be replacing the fence with the help of the BOA. The fence has been an issue with snow removal for the zoo for years. Also by removing it, the path between fields will be accessible for Ken Bell who farms the land at the airport.

Nick from Information Technology Systems of Marshfield was out with a few of his drones that he constructed for a demonstration flight. Nick builds the drones mostly for professional use by businesses.



Bob Gaier underwent hip surgery this month. Bob had his other hip done earlier last year. He is doing great and was already home a few days after surgery. We wish you a speedy recovery Bob.

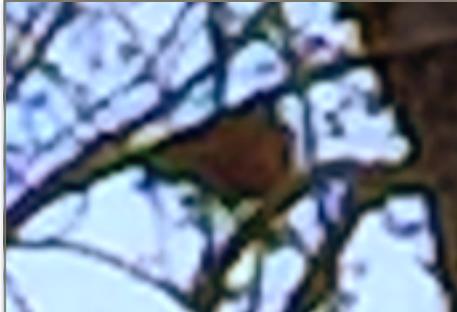


Jeff had the opportunity this month to give a presentation to the Marshfield Sunrise Rotary on behalf of the airport. The presentation went well. Jeff of course was invited to join the Rotary.



Gary Buchanan the flight instructor at Duffy's Aircraft began his first ground school class this month. We had five people enroll and two more joined afterwards for a total of seven.

Pictured left, one of the many aircraft in this month.



Spring is here, this robin (pictured left) was spotted at Jeff's house on Wednesday March 18th.

Happy Birthday to Jeff who celebrated his 44th Birthday this month.



Happy Flying - Duffy, Alice, Bob and Jeff Gaier



# Airport Activity Report March 2015

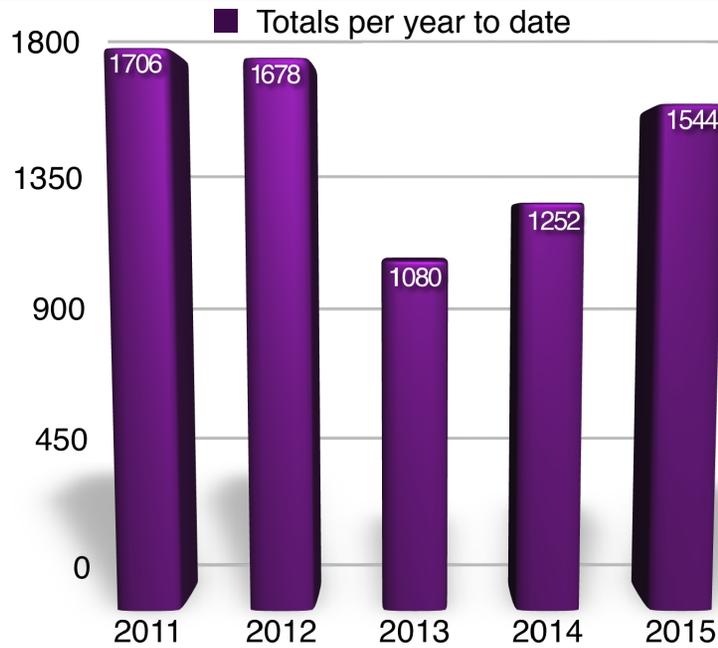


## Departures and or Landings Information - Flight Operations - 28 Days Between Reports

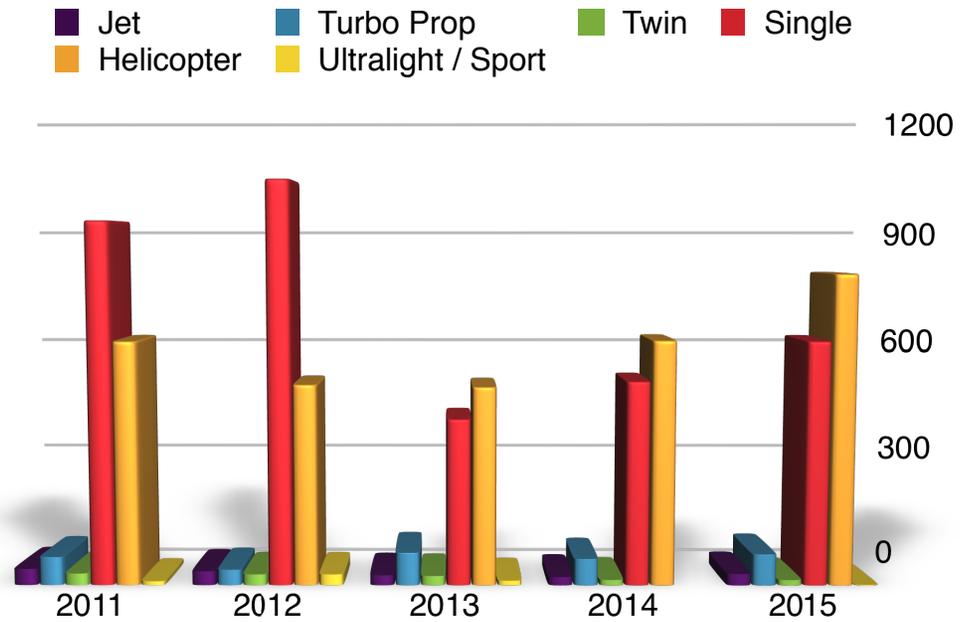
<i>Year</i>	<i>YTD 2011</i>	<i>YTD 2012</i>	<i>YTD 2013</i>	<i>YTD 2014</i>	<i>March 2014</i>	<i>March 2015</i>	<i>YTD 2015</i>
<i>Jet</i>	42	36	26	22	6	14	30
<i>TurboProp</i>	72	40	84	68	24	28	80
<i>Twin</i>	30	28	24	14	4	6	14
<i>Single</i>	928	1032	426	522	224	244	624
<i>Helicopter</i>	624	514	508	626	184	280	794
<i>Light Sport</i>	10	28	12	0	0	2	2
<i>Total</i>	1706	1678	1080	1252	442	574	1544
<b>Passengers</b>							
<i>Total</i>	2273	1678	1440	1668	589	765	2553
<b>Local and Transient Traffic</b>							
<i>Transient</i>	400	544	364	432	128	116	308
<i>Local</i>	776	1134	734	820	314	458	1336
<b>Training Flights</b>							
<i>Total</i>	544	944	318	488	266	220	504
<b>Fuel Dispensed</b>							
<i>Av Gas</i>	3656	3652	2895	2376	933	802	1975
<i>Jet A</i>	8127	6548	8565	7102	2207	3416	9839
<i>Total</i>	11783	10200	11460	9478	3140	4218	11814

All Information In This Report Is Estimated Based On The Activity At The Airport For The Month. An Operation is considered a take-off or a landing.

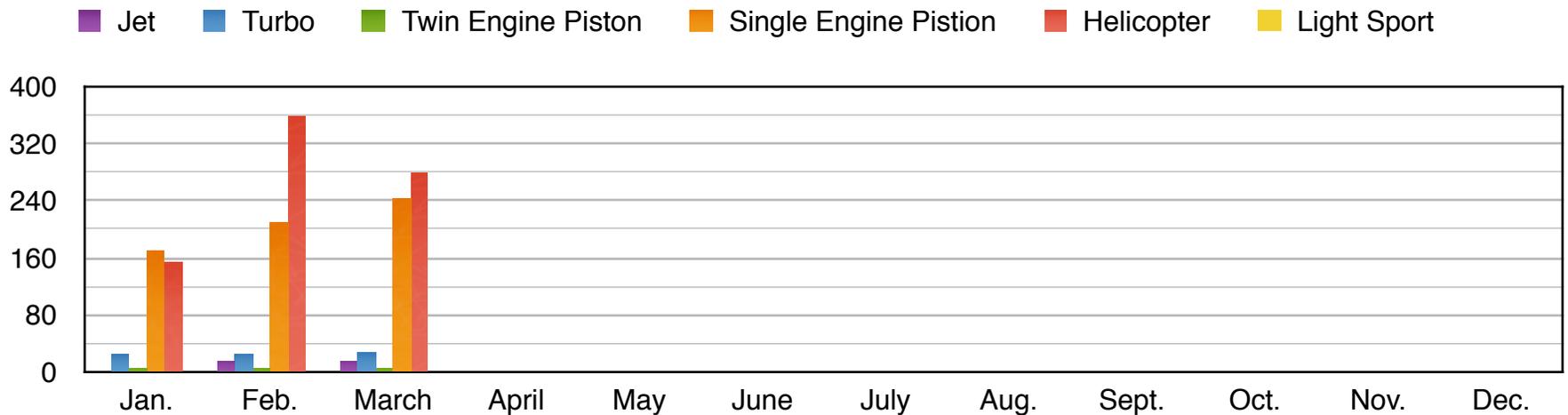
Flights Over the Past Five Years by the Present Month



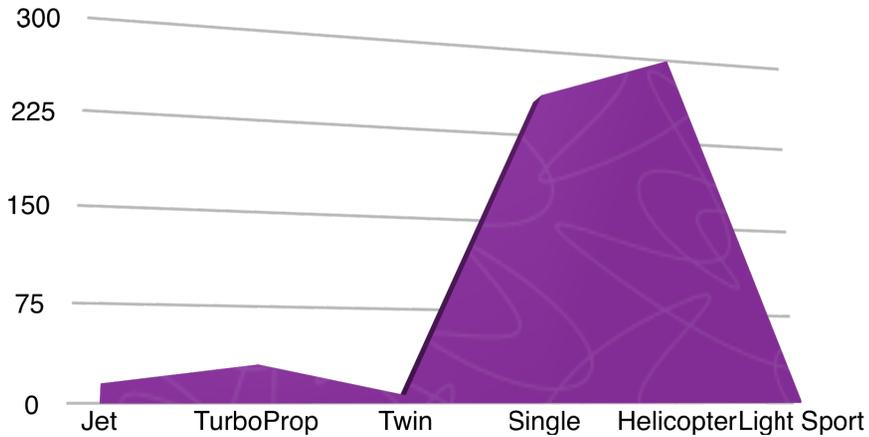
Types Of Aircraft That Have Visited Marshfield Per Year by the Present Month



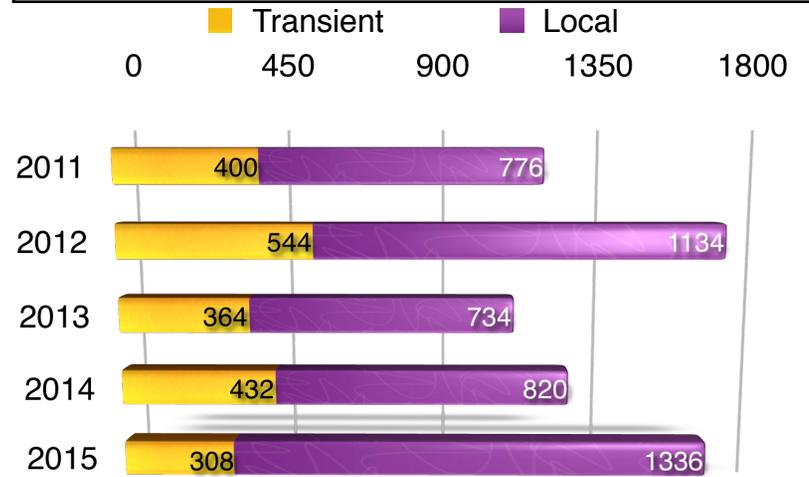
Operations by Aircraft for the Year of 2014



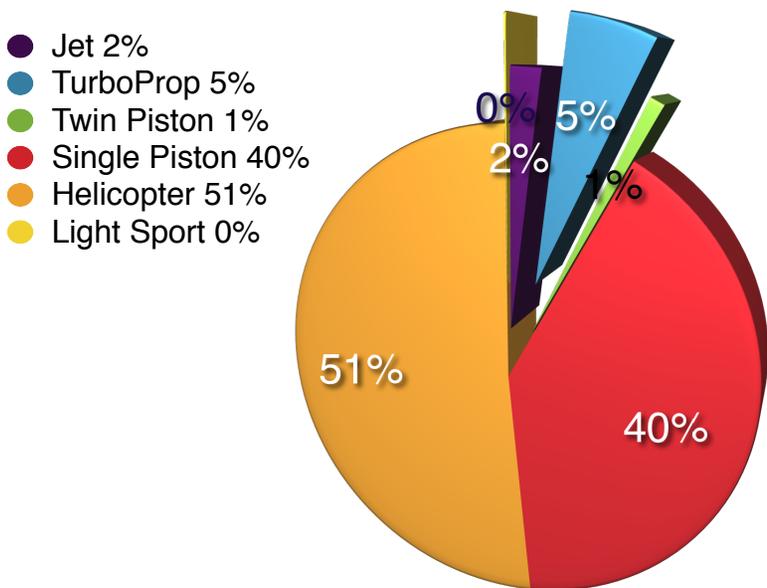
Traffic Activity For This Month



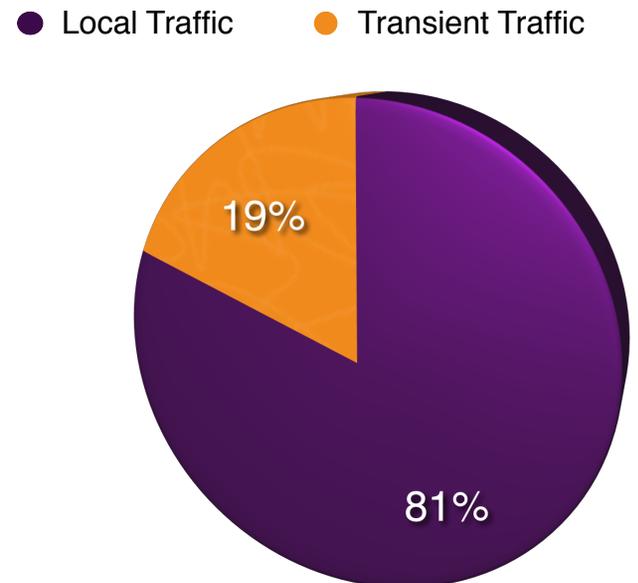
Transient Vs. Local Traffic



Percentage By Type Of Aircraft That Came Into Marshfield In 2015



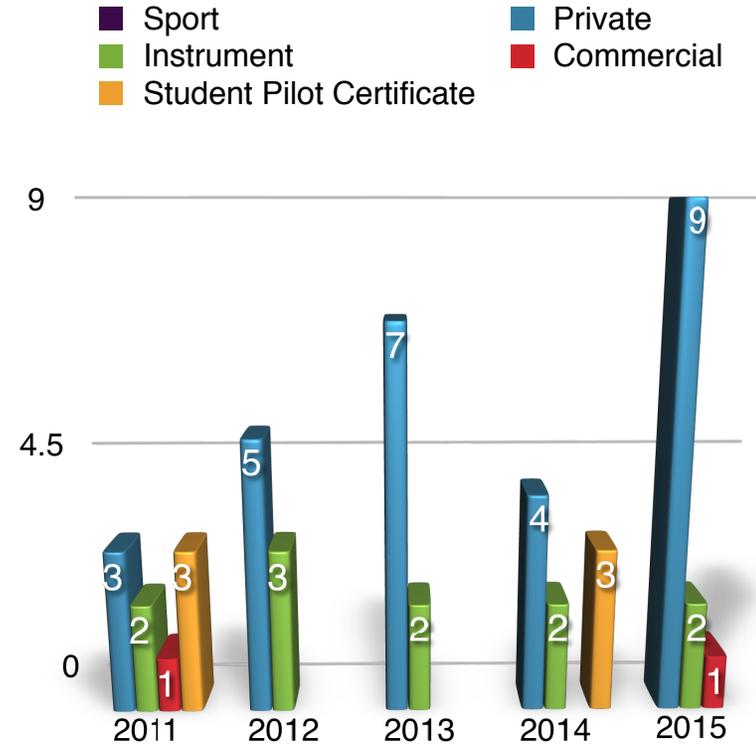
Percentage of Local Vs. Transient Traffic



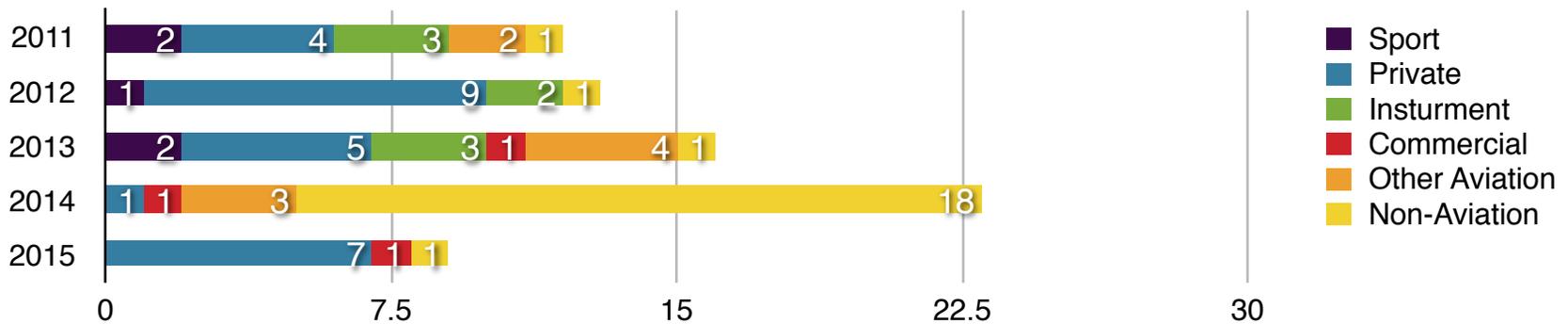
Fuel Sold - 5 Year Comparison



Duffy's Flight Checks for Pilots - 5 Year Comparison



Computerized Written Exams Given At The Airport



# ***Individuals and Businesses that have used the Airport The Month of March 2015***

Duffy's Aircraft Sales and Leasing Inc.  
Aviation On Demand  
Spirit Transport  
Dan Hiller  
CrossWind Aviation LLC  
Wheelers Chevy Olds Pontiac Cadillac Inc.,  
Dan Wheeler  
Myles Richmond  
Duffy Gaier  
Bob Gaier  
Jeffrey & Elizabeth Gaier  
Al Hatz  
Gary Buchanan  
Georgi Georgiev  
Craig Cook  
Don Halloran  
Howard Rand  
Steve Humphrey  
Steve Mickel  
Mayo One (Medflight Eau Claire)  
Custom Fabrication and Repair  
Brian Barnett  
Kirk Haslow  
Haslow Farms  
Father Eric Berns  
April Thums  
James Weber  
Ben Wolf  
Nathen Holland

Tom Mueller  
Tim Hoefs  
Dick Rau  
Art Scottberg  
Na Tao Lor  
Medevac (Medflight Wausau)  
Tom Witt  
Country Flyers Education  
Jake Jasinski  
Troy Rens  
Life Link III (Medflight New Richmond)  
Wayne Short  
Enbridge  
MQA Aviation LLC  
Matt Thomas  
Burrnett Co. Flying Service  
Michael Tyler  
Bob Thill  
Valley Medical - Fixed Wing Medflight  
Randy Musack  
Harry Dolan  
Medlink Air (Medflight)  
Am I High Aviation  
Wausau Flying Service  
Krist Oil  
Mark Preston  
Star Aviation Inc.  
Executive AirShare

Martin's Famous Pastry Shoppe  
"Hoogie"  
Mason Count Aviation Inc.  
Raffel Systems LLC  
Badger Airlines Inc.  
Gran Aire  
PhillMar LLC  
Festival Foods  
Max Air  
Ruth Clifford  
Josiah Mannon  
John Dorcey  
P Gingrich  
Jesse Bentley  
Cirrus Aviators LLC  
Design Homes Inc.  
Central Iowa Aviation LLC

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

Experimental Aircraft Association Chapter 992 (Marshfield & Medford Group)

Toastmasters of Marshfield

Central Wisconsin Apple User Group

Marshfield Youth Hockey

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

Marshfield Area Pet Shelter

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

Marshfield Hotel

Target

Holiday Inn

Hardees

Blue Heron / West 14th

The Store

Marshfield Clinic

Baltus

St. Joseph's Hospital

Wildwood Zoo

Festival Foods

Nasonville Dairy

V & H Heavy Trucks

El Mexical

Roehl Transport

Custom Fabrication and Repair

Subway

Chips

McDonalds

Little Casears

**Summary Report**

The month of March has gotten people out flying. The warm weather has gotten people who have been on the ground all winter up in the air again. We are seeing an interest again in learning to fly as flight checks, tests and students are appearing again. Business traffic seemed also to be up a bit this month with corporate planes flying in quite a few times this month to see local businesses in the area. We certainly hope that this upward trend in using aviation is a good thing.

City of Marshfield - General Airport Budget - 2015						Page 1 of 2
Account # 101-53510-33						
Obj. #	Description	2015 Amount Approved	2015 March Invoices	Firm Expenses Paid	Used To Date	Balance
52100	Professional Services	44,950.00	3,745.83	Manager's contract	11,237.49	33,712.51
52210	Electric	18,925.00	2,230.26	Marshfield Utilities - Co. Rd. BB	2230.26	16,694.74
52220	Water	496.00	37.75	Marshfield Utilities	37.75	458.25
52230	Sewer	560.00	40.33	Marshfield Utilities	40.33	519.67
52240	Fire Protection Charge	1,934.00	158.13	Marshfield Utilities	158.13	1,775.87
52250	Heating - Gas	3,386.00	(204.47) (81.10) 108.13 348.39	east side of old terminal west side of old terminal house on Co. Rd. BB General terminal	1595.16	1,790.84
52300	Telephone	1,290.00	115.73	Frontier	99.42	1,190.58
52400	Rep/Maint. Serv-Streets	17,200.00	1,285.00	Duffy's Aircraft Sales - Snow removal	2,525.00	14,675.00
52500	Repair/Mainte. Service	60,967.00	47.05 214.76 200.00 616.50 80.00	UniFirst - floor mats Chili Implement Co. - Rebuild injector pump. Maid to Order Cleaning Service Thales Defense & Security - 1/2 repair cost for PIR Duffy's Aircraft Sales - snowblower maintenance.	1,291.28	59,675.72
52900	Other Contractual Ser.	3,000.00				3,000.00
53100	Office Supplies & Exp.	500.00				500.00

53200	Publications & dues	400.00				400.00
53400	Operating supplies	1,600.00				1,600.00
City of Marshfield - 2015 Airport Budget continued						Page 2 of 2
			March		Used	Balance
			Expenses		To Date	
53500	Rep/Mainte. Supplies	6,728.00	16.12	Monroe Truck Equip. - male & female coupler.		6,728.00
55110	Buildings & Contents	2,431.00				2,431.00
55140	Professional Liability	317.00				317.00
55150	Airport Liability	4,350.00	4,350.00	Johnson Insurance	4,350.00	-
55170	Boiler	371.00				371.00
58830	Airport Buildings	6,120.00				6,120.00
						-
<b>Grand Totals</b>		175,525.00	13,308.41		23,564.82	151,960.18

RESOLUTION NO. 2015-17

RESOLUTION AWARDING THE SALE OF  
\$2,830,000\* GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2015A

WHEREAS, on February 24, 2015 the Common Council of the City of Marshfield, Wood and Marathon Counties, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of general obligation promissory notes for public purposes, including street improvement projects, trail improvement projects, and improvements to City Hall and University of Wisconsin Marshfield/Wood County buildings (collectively, the "Project"), and refunding the 2016 and 2017 maturities of the City's General Obligation Promissory Notes, Series 2007B, dated December 15, 2007 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, cities are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes and to refinance their outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Public Financial Management, Inc. ("PFM") to take the steps necessary to sell general obligation promissory notes designated "General Obligation Promissory Notes, Series 2015A" (the "Notes") to pay the cost of the Project and the Refunding;

WHEREAS, PFM, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 24, 2015;

WHEREAS, the City Finance Director (in consultation with PFM) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 24, 2015;

WHEREAS, the City has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. PFM has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

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\* Preliminary, subject to change.

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the City and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Authorization and Award of the Notes. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION EIGHT HUNDRED THIRTY THOUSAND DOLLARS (\$2,830,000\*) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Finance Director and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2015A"; shall be issued in the aggregate principal amount of \$2,830,000\*; shall be dated their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes shall not be subject to optional redemption. [If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed

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\* Preliminary, subject to change.

shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct. ]

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2015A, dated April 14, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The City Finance Director shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due;

(iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and by the Refunded Obligations and the ownership,

management and use of the projects will not cause the Notes or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the City Finance Director (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or

by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations due on and after March 1, 2016 are hereby called for prior payment and redemption on May 1, 2015 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with PFM to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 24, 2015.

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

ATTEST:

\_\_\_\_\_  
Deb M. Hall  
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Official Notice of Sale

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WOOD AND MARATHON COUNTIES  
NO. R-\_\_\_ CITY OF MARSHFIELD \$ \_\_\_\_\_  
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2015A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ April 14, 2015 \_\_\_\_\_%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Marshfield, Wood and Marathon Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the City Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,830,000, all of which are of like tenor, except as to denomination, interest rate, and maturity date, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including street improvement projects, trail improvement projects, and improvements to City Hall and University of Wisconsin Marshfield/Wood County buildings and refunding certain

outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on February 24, 2015 and March 24, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

This Note is not subject to optional redemption.

[The Notes maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Notes at the redemption price of par plus accrued interest to the date of redemption and without premium.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.]

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax,

fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes [(i)] after the Record Date, [(ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption.] The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Marshfield, Wood and Marathon Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF MARSHFIELD,  
WOOD AND MARATHON COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Chris L. Meyer  
Mayor

(SEAL)

By: \_\_\_\_\_  
Deb M. Hall  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL\*

Regarding

CITY OF MARSHFIELD  
WOOD AND MARATHON COUNTIES, WISCONSIN  
GENERAL OBLIGATION PROMISSORY NOTES, SERIES 2007B  
DATED DECEMBER 15, 2007

NOTICE IS HEREBY GIVEN that the Notes of the above-referenced issue which mature on the dates and in the amounts; and bear interest at the rates as set forth below have been called by the City for prior payment on May 1, 2015 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
03/01/2016	\$230,000	3.50%
03/01/2017	240,000	3.50

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of JPMorgan Chase Bank, N.A. on or before May 1, 2015.

Said Notes will cease to bear interest on May 1, 2015.

By Order of the  
Common Council  
City of Marshfield  
City Clerk

Dated \_\_\_\_\_

\* Unless waived by the registered owner, to be provided by registered or certified mail to JPMorgan Chase Bank, N.A., at least thirty (30) days prior to May 1, 2015.

In addition, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at [www.emma.msrb.org](http://www.emma.msrb.org).

RESOLUTION NO. 2015-18

RESOLUTION AWARDING THE SALE OF  
\$3,435,000\* GENERAL OBLIGATION COMMUNITY DEVELOPMENT BONDS,  
SERIES 2015B

WHEREAS, on February 24, 2015, the Common Council of the City of Marshfield, Wood and Marathon Counties, Wisconsin (the "City") adopted an initial resolution authorizing the issuance of general obligation bonds in an amount not to exceed \$3,435,000 for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts (the "Initial Resolution");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolution, the City Clerk caused a notice to electors to be published in the Marshfield News Herald, stating the purpose and maximum principal amount of the bond issue authorized by the Initial Resolution and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issue authorized by the Initial Resolution;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on March 26, 2015;

WHEREAS, on February 24, 2015, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issue authorized by the Initial Resolution be issued, sold and designated as "General Obligation Community Development Bonds, Series 2015B" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolution (the "Project");

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Public Financial Management, Inc. ("PFM") to take the steps necessary to sell the Bonds to pay the cost of the Project;

WHEREAS, PFM, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on March 24, 2015;

WHEREAS, the City Finance Director (in consultation with PFM) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on March 24, 2015;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

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\* Preliminary, subject to change.

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. PFM has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

[WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$\_\_\_\_\_.]

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by PFM are hereby ratified and approved in all respects. All actions taken by officers of the City and PFM in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal [(as modified on the Bid Tabulation and reflected in the Pricing Summary referenced below and incorporated herein)], plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal [(as modified on the Bid Tabulation)] is hereby accepted (subject to the condition that no valid petition for a referendum is filed by March 26, 2015 in connection with the Initial Resolution). The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Finance Director and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Community Development Bonds, Series 2015B"; shall be issued in the aggregate principal amount of \$3,435,000\*; shall be dated their date of delivery; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2016. Interest shall be computed upon the basis of a 360-

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\* Preliminary, subject to change.

day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2026 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on March 1, 2025 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2015 through 2029 for the payments due in the years 2016 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted

accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Community Development Bonds, Series 2015B, dated April 14, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Finance Director shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously

thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers

whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Finance Director (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as

"final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 24, 2015.

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

ATTEST:

\_\_\_\_\_  
Deb M. Hall  
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Official Notice of Sale

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Public Financial Management, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on March 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, \_\_\_\_\_

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS  
STATE OF WISCONSIN  
WOOD AND MARATHON COUNTIES  
NO. R-\_\_\_\_ CITY OF MARSHFIELD \$\_\_\_\_\_  
GENERAL OBLIGATION COMMUNITY DEVELOPMENT BOND, SERIES 2015B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
March 1, \_\_\_\_\_ April 14, 2015 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$ \_\_\_\_\_)

FOR VALUE RECEIVED, the City of Marshfield, Wood and Marathon Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2016 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,435,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin

Statutes, for the public purpose of providing financial assistance to community development projects under Section 66.1105, Wisconsin Statutes, in the City's Tax Incremental Districts, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on February 24, 2015 and March 24, 2015. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on March 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2025 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolution awarding the sale of the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Marshfield, Wood and Marathon Counties, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF MARSHFIELD,  
WOOD AND MARATHON COUNTIES,  
WISCONSIN

By: \_\_\_\_\_  
Chris L. Meyer  
Mayor

(SEAL)

By: \_\_\_\_\_  
Deb M. Hall  
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)

# Marshfield Police Department Memorandum

**Date:** 02/24/2015

**To:** **Police and Fire Commission**, Finance, Budget, and Personnel Committee, & Marshfield Common Council

**From:** Police Chief Rick Gramza

**Ref:** Budget Resolution # 06-2015 Purchase of radio repeater, microphone and digital radio encryption cards.

## **History:**

The Marshfield Police Department is an active member of (CWDTF) the Central Wisconsin Drug Task Force, a multijurisdictional task force comprising of 18 agencies in 8 counties who work collaboratively to combat drug trafficking in our area. The sensitive and often dangerous nature of drug investigations requires reliable, effective and confidential lines of communication for all involved. The CWDTF currently uses a variety of conventional UHF analog radio systems as well as new digital systems. Over the last few years, radio interoperability between participating agencies has degraded due to UHF frequency changes and migration to other communications systems. This causes each agency to both evaluate and determine if current agency radio systems were compliant with narrow banding requirements effective January of 2013 and determine system compatibility with all task force agencies. A comprehensive review was performed by members of the task force with the outcome leading to several agencies reprogramming existing or purchasing new communication systems. The Marshfield Police Department began the switch to narrow band P25 compliant radios after being awarded grants by the Office of Justice Assistance in 2011 and 2012. As a result, our agency was initially able to comply with UHF narrow banding requirements as well as the basic interoperability requirements of the CWDTF with only basic radio reprogramming and the installation of digital encryption software to our investigative vehicles mobile radios. The sensitive nature of these types of cases required the capability to encrypt any communications involving local undercover operations.

Communications technology has also adversely impacted our most sensitive and dangerous form of communications involving the use of undercover body wires. On December 17, 2014 the CWDTF collectively agreed to move forward with the next phase of our communications project by improving body wires used by our task force members with the recommendation that participating agencies purchase the same type of new body wires and repeaters to remain consistent and reliable. In order to allow all participating agencies access to the same shared confidential frequencies, the State of Wisconsin identified 6 frequencies that could be utilized. Currently, our agency uses a 25 year old system which is no longer supported by the manufacturer. In order to be consistent with the other task

force partners and make full use of the newly approved frequencies our agency would need to upgrade our body wire and repeater system to a system capable of programming more than just one frequency.

**Analysis:**

Team Intel produces a UHF narrow banded compliant Echo 6 repeater system that incorporates the programming needs for interoperability with other agencies. The system also offers an internally rechargeable microphone with adjustable power output for improved range and quality of transmissions. We have had a long and positive relationship with the manufacturer. The Echo 6 system is currently in use by 5 participating agencies of the CWDTF and has proven reliable. The Echo 6 portable repeater system costs \$3,195 and the CTR-1300 transmitting microphone system costs \$1,495.

With this purchase, each of the investigative vehicle mobile radios would need to be reprogrammed to incorporate the new frequencies used in the new repeater and body wire at a cost of \$375. Additionally encryption software would need to be installed into 9 Kenwood TK 5220 P25 portable radios that are currently assigned to investigative staff. This upgrade would allow investigators to monitor sensitive body wire communications while communicating confidentially on the digitally encrypted radios. The costs of reprogramming of 9 Kenwood KWD-DE21K while installing encryption cards into all investigative Kenwood portable radios is \$ 5,175 (\$575 each).

**This budget resolution was approved by the Marshfield Police and Fire Commission on 3/5/2015.**

**Recommendation:**

I recommend that the budget resolution be passed allowing for the transfer of \$10,240 within the Protective Services Special Revenue Fund from State Shared Proceeds to Other Capital 206.52110.20.58600.

**Concurrence:**



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Steven Barg, City Administrator



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Keith Strey, City Finance Director

BUDGET RESOLUTION NO. 06-2015

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 \$10,240 is hereby transferred from the Protective Services Special Revenue Fund State Shared Proceeds, a/c#2064600020.200000 to the Protective Services Special Revenue Fund Law Enforcement Budget, a/c#2065211020.200000.
  
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. 06-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

1. Protective Services Fund Public Charges Revenue, a/c #2064600020.200000:
  - a. 46212 – Law Enforcement - State Shared Proceeds \$ 10,240

TRANSFERRED TO:

1. Protective Services Fund Law Enforcement, a/c# 2065211020.200000:
  - a. 58600 – Other Capital Outlay \$ 10,240

\* \* \* \*



# City of Marshfield Memorandum

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TO: Mayor Meyer & City Council  
FROM: Josh Miller, City Planner  
DATE: March 20, 2015

RE: Budget Resolution No. 07-2015 for Landscape Architecture services for the 2<sup>nd</sup> Street Green Street Corridor design.

## **Background**

As part of the newly adopted Downtown Master Plan update, one of the recommendations is to develop 2<sup>nd</sup> Street as a green street corridor. The corridor shown in the plan extends from the Library to S.J. Miller recreational area. On February 2, 2015, the Board of Public Works gave approval to remove 100 block of East 2<sup>nd</sup> Street from the Maple Avenue reconstruction project for this summer to give staff more time to come up with a design for the 2<sup>nd</sup> Street Corridor. Staff presented two rough concepts of the area between Maple Avenue to Chestnut Avenue to the Board to provide an idea of what could be done between Maple Avenue and Chestnut Avenue. These concepts were intended to provide a visual to the Board, but did not cover the entire corridor and were not designed or discussed with the public. To develop the concepts for the design, staff is proposing to hire Randy Lueth, a landscape architect, to put together a few concepts to help facilitate the public information component of the design process.

## **Analysis**

Randy Lueth has submitted a proposal for professional services to develop at least three concepts for the 2<sup>nd</sup> Street corridor. Mr. Lueth's proposal includes a phased approach. The first phase consists of three tasks: Base Mapping, Project Area Analysis, and Conceptual Alternatives. The second phase includes a final concept drawing based on public feedback. The total fee for the work is \$6,600.

In April, staff is proposing to take the concepts to the business and property owners in that area of downtown and will also hold public informational meetings to gather input before developing the final designs. Staff will also present the concepts to the Board of Public Works and Plan Commission for their feedback. Below is a tentative schedule for public outreach and presentations to entities that may have a direct interest in the design of the corridor.

April 6, 2015	Upload concepts/survey and send out invites for meetings
April 13-24, 2015	One on one meetings with property owners and businesses
April 20, 2015	Present concepts to Board of Public Works
April 21, 2015	Present concepts to Plan Commission
April 27, 2015	Presentation to MACCI
April 28-30, 2015	Public Informational Meetings
May 1, 2015	Ask Landscape Architect to begin work on final concept
May 6, 2015	Presentation to Main Street Board/BID Board
May 7, 2015	Presentation to Economic Development Board
May 12, 2015	Deadline for final concept from Landscape Architect
May 19, 2015	Present updated concept to Plan Commission
June 1, 2015	Board of Public Works Approval for contracting design

### **Board of Public Works Recommendation**

The Board of Public Works reviewed the request on March 16, 2015 and recommended approval of the contract with Randy Lueth and directed staff to prepare a budget resolution for Common Council consideration, transferring \$6,600 within TID #4 to the Urban Development budget professional services.

### **Recommendation**

Approve Budget Resolution No.07-2015

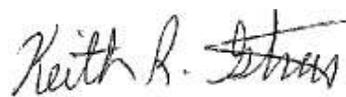
### **Attachments**

1. Contract for Professional Services

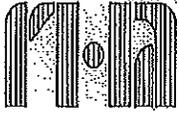
Concurrence:



Steve Barg  
City Administrator



Keith Strey  
Finance Director



## RANDY LUETH - LANDSCAPE ARCHITECT, L. L. C.

1826 Pheasant Run Dr. Marshfield, Wisconsin 54449 Rlueth@RL-LA.com Ph: 715-207-0601 Cell: 715-207-2601

March 10, 2015

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

Re: Proposal for professional consulting services for conceptual design of Second Street Corridor Streetscape from Maple Avenue to Miller Park.

Dear Jason,

It was a pleasure to meet with you and Josh Miller to discuss this project and to plan for the improvement of Downtown Marshfield. Thank you for the opportunity to present this proposal for professional design services for the Second Street Corridor.

The intent of this project is to provide you with several alternative development concepts for the Second Street Corridor. I will present these concepts to the Board of Public Works, interested citizens and the City's Plan Commission at three separate meetings. I will then compile the results of these meetings into a development plan that can be integrated into a construction project for the area.

### **TASK 1: Base Mapping.**

I will compile digital base mapping data of the project area from the City's existing data base. I will then prepare a base map file for each block of the project area. These files will be used for preparation of the concept plans.

### **TASK 2: Project Area Analysis**

I will prepare written and graphic analysis of physical, environmental and social factors which impact the use and function of the project area. This information will be displayed on a block by block basis for use in discussion of the development concepts.

### **TASK 3: Conceptual Alternatives**

I will prepare at least three conceptual development alternatives for the five block project area. These concepts will address vehicular and pedestrian movements, surface treatments, storm water run-off, plant material, lighting and special feature elements. These concept plans will be produced digitally for use in public meetings and in private discussions with smaller groups.

### **TASK 4: Conceptual Development Plan**

Based upon the input from the Board of Public Works, the public presentations, the Plan Commission and your meetings with downtown stakeholders I will prepare a final Conceptual Development Plan for the Second Street Corridor. This Plan will have sufficient detail to provide a basis for construction design documents.

**Project Schedule**

I will be available to begin work on this project immediately and will proceed based upon the work schedule that you have provided via Josh Miller's email of March 5, 2015.

**Professional Fees**

The professional fees for the services provided in Task 1, 2 and 3 will be a lump sum of three thousand eight hundred dollars, (\$3,800). I will bill for this portion of the project after the public presentation scheduled for the last week of April.

The professional fees for the services provided in Task 4 will be a lump sum of two thousand eight hundred dollars, (\$2,800). I will bill for this work after the Conceptual Development Plan has been presented and adopted by the Plan Commission and Board of Public Works.

Your payment will be due within 30 days of my invoice. If the scope of the work I am asked to complete changes significantly from what is shown above, I will ask to renegotiate my fees.

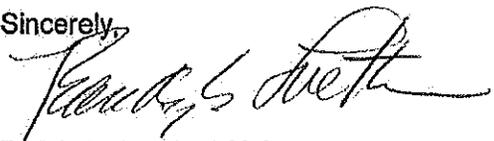
**Termination of the Project**

If for any reason you wish to terminate my involvement in this project, I will expect full payment for all work completed at the time of termination. Time on the project will be accrued at a rate of \$95/hour.

I truly appreciate this opportunity to work with you and the Department of Planning & Economic Development. Please call if there are any questions about any part of this proposal. If you find the terms of this proposal acceptable, please sign and return one copy.

Thank you for this opportunity to be of service,

Sincerely,



Randy D. Lueth, ASLA  
Wisconsin Landscape Architect  
# 534 - 014

This proposal is accepted,     /    /      
(date)

\_\_\_\_\_  
Jason Angell, Director of Planning &  
Economic Development

BUDGET RESOLUTION NO. 07-2015

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 \$6,600 is hereby transferred within the TID #4 Downtown Redevelopment Fund; from fund balance applied, a/c # 4284900008.080000 to the Urban Development budget, a/c #4285662008.080000.
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 – City Clerk

PUBLISHED \_\_\_\_\_

DETAIL OF BUDGET RESOLUTION NO. 07-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

TID #4 Downtown Redevelopment Fund, a/c# 4284900008.080000:  
1. 49300 – Fund Balance Applied \$ 6,600

TRANSFERRED TO:

TID #4 Downtown Redevelopment Fund, a/c# 4285662008.080000:  
1. 52100 – Professional Services \$ 6,600

\* \* \* \*

ORDINANCE NO. 1297

An Ordinance amending Section 3-66 of the City of Marshfield Municipal Code.

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

SECTION 1. Sec. 3-66(11) of the Marshfield Municipal Code is hereby amended to read as follows:

11. Sustainable Marshfield Committee. Repealed

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Deb M. Hall, City Clerk

ORDINANCE NO. 1297

An Ordinance amending Section 3-66 of the City of Marshfield Municipal Code.

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

SECTION 1. Sec. 3-66(11) of the Marshfield Municipal Code is hereby amended to read as follows:

~~11. Sustainable Marshfield Committee: Repealed. Membership, duties and powers of the Sustainable Marshfield Committee shall be as follows:~~

~~a. Membership. This committee shall consist of seven voting members appointed by the Mayor and subject to confirmation by the Common Council. One member shall be an alderperson who shall serve a two year term. The remaining members shall be individuals appointed in April to serve staggered three year terms, with two members being appointed each year.~~

~~b. Duties and Powers. The committee shall develop a comprehensive and integrated plan, using the four guidelines that were developed by the American Planning Association to help communities implement sustainable practices, and apply these principles in its decision making, planning, policy making and municipal practices, to achieve an ecologically, economically and socially healthy city. Further, the committee shall take actions that are aligned with the principles and concepts of sustainability as the committee deems reasonably necessary to achieve cost savings, increased employment and enhanced environmental quality and community well being.~~

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

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

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

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

Chris L. Meyer, Mayor

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

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

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

Deb M. Hall, City Clerk

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# City of Marshfield Memorandum

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TO: Mayor Meyer and Common Council Members  
FROM: Jason Angell, Director of Planning & Economic Development  
DATE: March 24, 2015

RE: Commitment to proceed with City Subdivision

At the January 27, 2015 Council meeting staff presented the proposal to create a City Subdivision. The purpose of the January discussion was to engage the Council in a conversation for them to better understand the proposal and to ask any questions they had at the time. As part of the discussion, staff presented the overall plan; goals of the development; and the investors the EDB had or were planning to approach.

From the very beginning, the EDB was dedicated to making sure the 2014 Housing Study did not just sit on a shelf. Thus when they committed to moving forward with the idea of a City Subdivision, they set a goal of having this project underway in 2015. Although there are still variable out there that could impact this goal, the EDB has done an excellent job of continuing to move this project forward and remains focused on a 2015 goal.

In order for the EDB to continuing moving forward with the proposal, we are now seeking a formal commitment (support) from the Common Council. The commitment would represent that the City agrees to contribute funding to the project at a later date, once a specific amount has been determined. However, the amount of funding coming from the City is currently estimating at \$236,250. This number could increase depending upon any gaps that develop in the funding proposal that was included in the original proposal, which is attached (i.e. land costs, development costs, other).

Staff looks forward to continuing our conversation on this proposal during tonight's meeting. I look forward to addressing any additional questions you may have and will gladly update you on the conversations I have had with residents, builders, developers, etc. since the initial presentation. Likewise, I will provide you with an update on where things stand with our requests to other investors/partners for this project.

## **Recommendation**

Authorize the Economic Development Board to continuing moving forward with

the proposal to create a City Subdivision with the understanding that future City funding will be provided at a date and amount yet to be determined.

**Concurrence:**

A handwritten signature in cursive script that reads "Steve Barg".

---

Steve Barg, City Administrator

**Attachment(s):**

EDB Memo of 10/9/2014



# City of Marshfield Memorandum

---

TO: Economic Development Board Members  
FROM: Jason Angell, Director of Planning & Economic Development  
DATE: October 9, 2014

RE: Possible City Subdivision

In an effort to help meet one of the strongest needs of the community, as identified by the 2014 Marshfield Housing Study, the Economic Development Board (EDB) is interested in creating a City Subdivision. After speaking with local developers, it was determined that in order to achieve the desired market of \$125,000 - \$200,000 per unit the City would need to become a partner in order to help carry the costs associated with development.

The main premise behind the subdivision is that the City/EDB would own the subdivision and sell lots to individuals that are interested in constructing a home on a lot within. Basic "covenants" would be placed upon the property, such as: minimum square footage, minimum number of bedrooms, projected assessed value between \$125,000 and \$200,000, etc. This would be an "open subdivision" that is open to all licensed builders.

With this goal in mind, the EDB has done some exploring of available property within the community (or immediately adjacent) that would be suitable for a small subdivision. After reviewing a couple sites, it was determined that 1 site in particular really gave us the best chance to succeed. This 12 acre site is currently located within the City; utilities and infrastructure could be easily extended to serve the development; within walking distance of an elementary school; and would allow us to create an estimated 25 lots.

Once the desired site was identified, staff was asked to prepare an estimate of what it would take to develop the site and how the development might be financed. Without a known purchase price, staff has estimated 3 different scenarios assuming different purchase prices.

	30K	25K	20K
Acreage	12	12	12
Est. Development Cost	\$400,000	\$400,000	\$400,000
Acquisition Cost	\$360,000	\$300,000	\$240,000
Total Development Cost	\$760,000	\$700,000	\$640,000

Cost per lot (est. 25 lots)      \$30,400      \$28,000      \$25,600

Knowing that the desire of the EDB is to create a subdivision that consists of homes within the desired range of \$125,000 - \$200,000, it was determined that the desired cost per lot should be \$20,000 (or less). In order for us to achieve this goal, staff further assumed an average assessed value of \$150,000 per home. Using the current City tax rate of \$9 per \$1000, the City would realize \$1,350 per home. Asking the City to "advance" 4-8 years of taxes for the development would allow us to offer the lots at the desired price.

$\$1,350 \times 4 \text{ years} = \$5,400 \text{ per lot}$   
 $\$1,350 \times 5 \text{ years} = \$6,750 \text{ per lot}$   
 $\$1,350 \times 6 \text{ years} = \$8,100 \text{ per lot}$   
 $\$1,350 \times 7 \text{ years} = \$9,450 \text{ per lot}$   
 $\$1,350 \times 8 \text{ years} = \$10,800 \text{ per lot}$

There are a number of local entities that stand to benefit from this type of development. Although the following breakdown may seem like a large investment for some, each entity should keep in mind that the homes within the subdivision will stand for a long time (50+ years), and each year is an added benefit to them. Assuming an average assessed value of \$150,000, the following estimates were prepared for each investor's consideration.

City of Marshfield (2014 rate - \$9 per \$1000)  
 $\$1,350 \times 25 \text{ lots} = \$33,750 \text{ per year}$   
 $\$33,750 \times 7 \text{ years} = \$236,250$

Wood Co. (2014 rate - \$4.58 per \$1000)  
 $\$687 \times 25 \text{ lots} = \$17,175 \text{ per year}$   
 $\$17,175 \times 7 \text{ years} = \$120,225$

Marshfield Utility (average annual electric bill - \$855/yr; water bill - \$218/yr)  
 $\$1,073 \times 25 \text{ lots} = \$26,825 \text{ per year}$   
 $\$26,825 \times 7 \text{ years} = \$187,775$

Waste Water Utility (average WW bill - \$502/year)  
 $\$502 \times 25 \text{ lots} = \$12,550 \text{ per year}$   
 $\$12,550 \times 7 \text{ years} = \$87,850$

Economic Development Board - \$150,000

If all investor's came together with a 7 year commitment we would have \$782,100, when combined with the EDB's commitment of \$150,000. Staff feels these funds would be sufficient enough to complete the subdivision in the desired location.

The main variable in all of this is the acquisition cost. The lower the cost of acquisition, the cheaper we can sell the lots. Once the lots are ready for sale and all infrastructure is in place, the EDB will then sell the lots at the lowest possible price that encourages development to begin as quickly as possible (i.e. lots may be sold for less than \$20,000 if we have the funds available). The goal is to get the lots fully developed as soon as possible for investors to realize their return on investment as soon as possible.

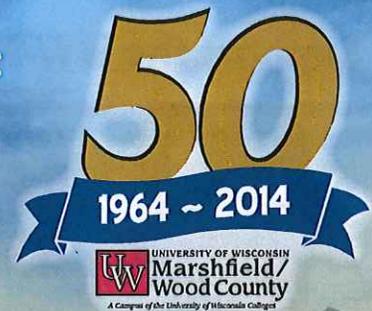
As the primary objective of this subdivision would be to develop residential units within the targeted range of \$125,000 and \$200,000, the lot prices should be priced as low as possible to allow the lots to move as quickly as possible. The sale of the lots will be the only way the EDB will realize its return on investment, all other agencies will recapture their investment through the annual taxes that are collected.

**IF** the development did come together as outlined above (purchase price, number of lots and investor commitments), staff would suggest that the sale price of the lots be closer to \$10,000. With the creation of 25 lots, this would generate \$250,000 (\$100,000 profit) return on investment for the EDB.

### **Requested Action**

Staff is requesting that the EDB provide direction on how they wish to proceed with the idea of creating a City subdivision. Two things that need to be determined are: should we approach each of the "investors" to get their buy-in, before we extend an offer? At what time should we begin negotiations with the property owner?

# 50<sup>th</sup> Anniversary Capital Campaign: STEM Building & Renovation



**\$8 Million Expansion and Renovation**  
**17,943 Sq Ft New Space**  
**21,167 Sq Ft Renovated Space**  
**Unlimited Educational Opportunities**

## Why are a New Building & Renovations Needed?

A new Science Technology, Engineering and Mathematics (STEM) building will provide cutting edge technology for students, area businesses and the community. UW-Marshfield/Wood County has expanded educational opportunities since our campus was constructed in 1964. The campus offers an innovative Bachelor of Applied Arts and Sciences completion degree and collaborative bachelor's degrees, such as the Engineering Degree with UW-Platteville.

Our academic, technology and capacity needs have increased, while the facilities have stayed the same. Without these improvements, we risk falling behind the standard. In order to maintain our high quality education that gives our students a competitive advantage over students starting at other institutions we need to be as innovative with our facilities as we are in the classroom.

As the local University of Wisconsin, we offer access to an education that would not be available to many of our residents. This project will help our local economy by meeting the needs of employers for qualified employees by graduating more adults with four-year degrees.

## The New STEM Building will create opportunities for:

- A nucleus of people collaborating to provide the future health care and an educated community workforce
- A way to engage young people in the STEM careers
- A source of economic growth for Marshfield and Wood County
- Filling a need for skilled medical and engineering workforce



*"Students become immersed with hands-on activities through updated technology. They get more excited about science, and retain more information."*  
- Dr. Laura R. Lee, Professor



*"State of the art facilities will draw in students and allow more research opportunities."*  
- Rachel Martin, Alumna

# Support the UW-Marshfield/Wood County STEM Capital Campaign



**Create Your Legacy: Naming Rights to Buildings**  
 available with a Significant Contribution to Total Campaign  
**NAMED STEM Building | Renovated Science Building (Available)**  
 Contact The University Foundation for Details.

## Naming Rights

Entrance/Welcome Area

Glass Connector

Nine Labs

Microbiology

Botany/Zoology

Physics

Engineering

Medical

Geology/Geography

GIS Lab

General Chemistry

Organic Chemistry

Large Multi-Purpose Room

Green House

Five Classrooms

Room 124

Room 125

Room 126

Room 127A

Room 127B

Conference Room

Meeting Room

Kitchen

## Giving Levels

\$150,000

\$150,000

\$50,000 (per lab)

**NAMED**  
**NAMED**

**NAMED**  
**NAMED**

**NAMED**  
**NAMED**

\$25,000 (per classroom)

**NAMED**

\$20,000 or 4 at \$5,000

\$20,000 or 4 at \$5,000

\$10,000

## Naming Rights

IAS Faculty Offices/Suite Area

Math Commons

**Cadaver Room**

Ten Faculty Offices

Biology 1 & 2

Geology/Geography

Physics

Chemistry 1 & 2

Math 1 - 4

Six Prep Rooms

Microbiology

Botany/Zoology

Physics

Geology/Geography

GIS Lab

General Chemistry

**Organic Chemistry**

Elevator (Two Available)

## Giving Levels

\$10,000

\$10,000

**NAMED**

\$5,000 (per office)

\$5,000 (per room)

**NAMED**

\$5,000 (per floor)

Brick by Brick Giving Levels	
Sponsor .....	\$2,500 - \$4,999
Patron.....	\$1,000 - \$2,499
Donor .....	\$500 - \$999
Advocate .....	\$100 - \$499
Friend/Student.....	\$25 - \$99

## I would like to donate to the UW-Marshfield/Wood County STEM Capital Campaign

Donation Total: \_\_\_\_\_ Corporate matching gift: \_\_\_\_\_

Donor Information (please print): \_\_\_\_\_ We will contact you for details if you choose to name a room.

Name	Room Location to Name:
Address	City, State, Zip
Phone	Email

Payment information:  Enclosed is my check made payable to *The University Foundation*  
 I'd like to make Annual Payments (Available for \$3,000 or more; Limited to Three Payments)

Charge my gift to:  MasterCard  VISA  Discover  American Express

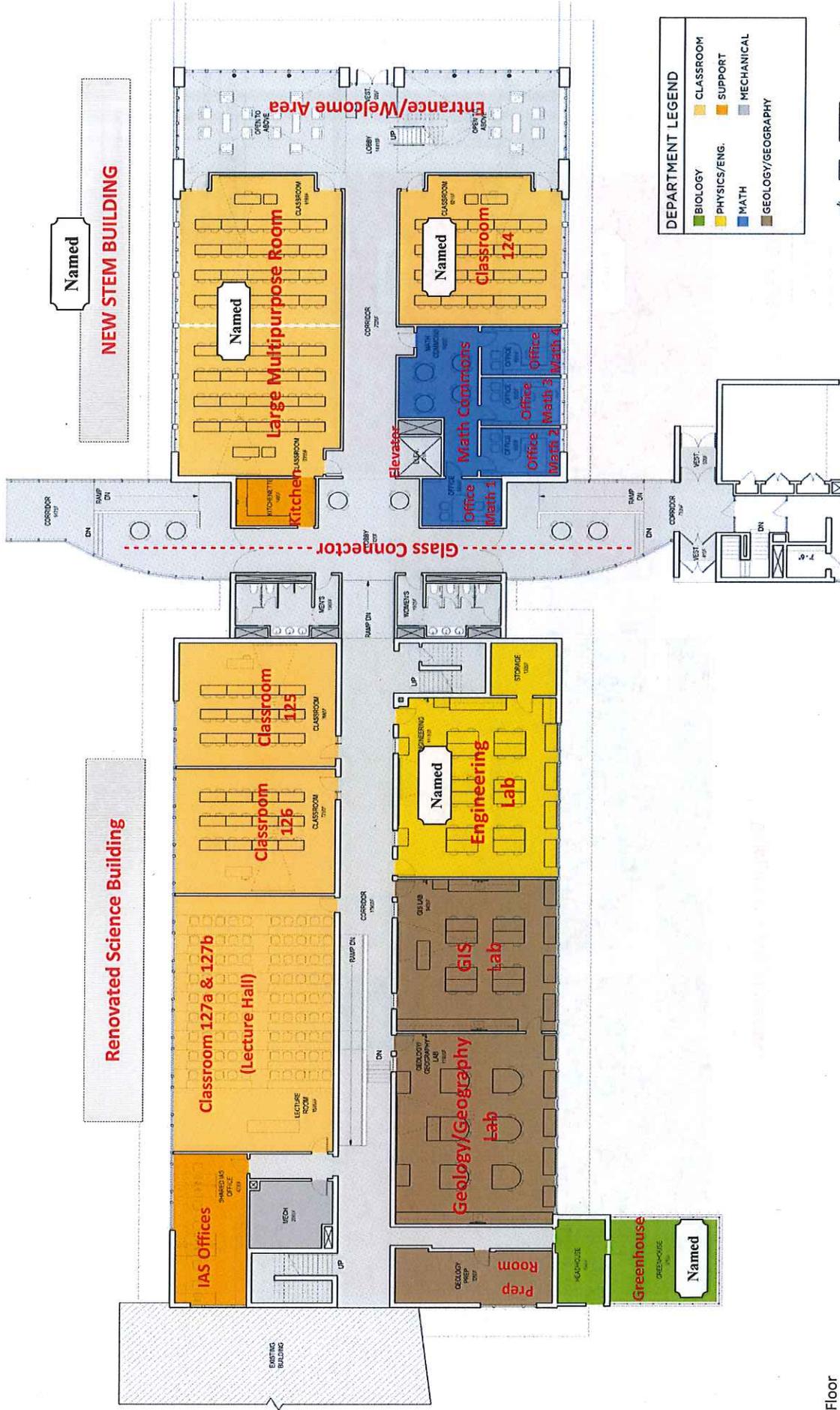
Card number \_\_\_\_\_

Signature \_\_\_\_\_ Expiration date \_\_\_\_\_

To make your gift online visit: [www.marshfield.uwc.edu/community/foundation](http://www.marshfield.uwc.edu/community/foundation)

Please contact The University Foundation at 715-384-1703 if you have questions.

The University Foundation, UW-Marshfield/Wood County, 2000 West 5th Street, Marshfield, WI 54449



1<sup>st</sup> Floor



Named

**NEW STEM BUILDING**

**Renovated Science Building**

**General Chemistry Lab** (Red)

Named

Prep Room (Yellow)

Office Chem 1 Chem 2 (Red)

**Organic Chemistry Lab** (Red)

Named

Prep Room (Yellow)

Conference Room (Yellow)

**Botany/Zoology Lab** (Green)

Office Bio 1 (Green)

Office Bio 2 (Green)

Prep Room (Green)

Prep Room (Green)

**Microbiology Lab** (Green)

Named

~~Cadaver Room~~ (Red X)

**Medical Lab** (Pink)

Named

Meeting Room (Yellow)

Prep Room (Yellow)

Office Phys (Yellow)

Office Geol/Geog (Grey)

**Physics Lab** (Yellow)

**DEPARTMENT LEGEND**

BIOLOGY	CLASSROOM
CHEMISTRY	SUPPORT
PHYSICS/ENG.	MECHANICAL
CNA	
GEOLOGY/GEOGRAPHY	



2nd Floor







# City of Marshfield Memorandum

---

DATE: March 20, 2015  
TO: Mayor Meyer & City Council  
FROM: Steve Barg, City Administrator  
RE: Temporary suspension of enforcing ordinance that prohibits cell phone use while operating a motor vehicle

Recent communication from the State's Department of Transportation suggests that cities might not be permitted to have ordinances prohibiting use of cell phones while operating a motor vehicle on highways (generally defined by Wisconsin Statutes to mean all public ways, thoroughfares, and bridges). The City Attorney is researching the issue at this time, and we hope to be able to offer more information and a further opinion on Tuesday night. However, in the meantime, it might be appropriate to suspend enforcement of the City's ordinance, until this matter has been fully resolved.

## Sec. 8-48. Use of Mobile Telephones Restricted

- (1) Purpose. The purpose of this Section is to establish regulations regarding the use of mobile telephones while operating a motor vehicle in the City of Marshfield. It is the position of the City of Marshfield that the use of mobile telephones while operating a motor vehicle on the public roadways may cause the operator to maintain less than full time attention to the operation of said motor vehicle. The City of Marshfield further believes that the regulation of the use of mobile telephones while operating a motor vehicle in the City of Marshfield will enhance the safety of those persons operating motor vehicles as well as other drivers, passengers, pedestrians and the general populace.
- (2) Definitions. Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Section shall be as follows:
  - (a) "Mobile Telephone" includes, but shall not be limited to, cellular, analog, wireless and digital telephones. Mobile Telephone shall not include HAM radios operated by licensed individuals with the "Amateur Radio Plate" and CB radios.
  - (b) "Use" means to use a Mobile Telephone in:
    1. Dialing
    2. Answering
    3. Talking
    4. Listening
    5. Texting or otherwise manipulating controls of a Mobile Telephone
  - (c) "Park Position" means (i) for an automatic transmission vehicle that the vehicle is in the Park gear or (ii) for a standard transmission vehicle that the vehicle is in the neutral gear and the brake is being utilized.
- (3) Uses, Restrictions.
  - (a) No person shall operate a motor vehicle on any street or highway while engaging in any conduct defined as the "Use" of a Mobile Telephone unless the operator maintains both hands on the applicable steering device.
  - (b) Paragraph (a) of this Section shall not apply to a person who is using the Mobile Telephone:
    1. To contact public safety personnel; or
    2. While maintaining the vehicle in the Park Position either on public or private property; or
    3. With a "hands-free device" which allows the operator to use both hands to operate the vehicle while using the Mobile Telephone.
- (4) Exceptions.
  - (a) The provisions of this Section shall not apply to law enforcement personnel or operators of emergency vehicles when on duty and acting in their official capacities.
  - (b) The use of emergency 911 phone numbers shall not be prohibited for any person operating a motor vehicle in the City of Marshfield.
- (5) Procedure Upon Violation. Anyone who shall violate the provisions of this Section, in addition to any other violation of the Wisconsin Motor Vehicle Code and to the extent that such violations occurred, shall, upon conviction thereof, forfeit not more than Seventy Five Dollars (\$75.00).