



CITY OF MARSHFIELD
MEETING NOTICE

**COMMON COUNCIL
CITY OF MARSHFIELD, WISCONSIN
TUESDAY, JANUARY 10, 2017
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: December 20, 2016 regular meeting
- G. Staff updates
- H. Mayor's Comments
 - 1 Committee Openings
 - a. Zoning Board of Appeals, 2nd alternate
- I. Council Comments
- J. Mr. Dominic Poeschel began his employment with the Police Department on February 1, 1989 and retired on December 29, 2016 after over 27 years of service. Chief Rick Gramza will recognize Dominic on behalf of the City.
- K. Reports from commissions, boards, and committees

COMMON COUNCIL AGENDA
JANUARY 10, 2017

- L. Consent Agenda:
- 1 Meeting minutes/reports
 - a. Community Development Authority (November 17, 2016)
 - b. Cable TV Committee (November 28, 2016)
 - c. Fire & Police Commission Special Meeting (December 1, 2016)
 - d. Fire & Police Commission (December 8, 2016)
 - e. Joint Municipal Court Advisory Committee (December 15, 2016)
 - f. Comprehensive Plan Steering Committee (December 15, 2016)
 - g. Library Board (December 20, 2016)
 - h. Community Development Authority (December 20, 2016)
 - i. Board of Public Works (January 3, 2017)
 - j. Judiciary & License Committee (January 3, 2017)
 - k. Finance, Budget, and Personnel Committee (January 3, 2017)
 1. Compensation consultant review of new .5 FTE position in the City Clerk's office
 2. Amended joint municipal court agreement with the Village of Spencer
 3. Appointment of Pat Kilty as the Acting Building Inspector and adjusting his pay rate per City Policy 3.800
- Recommended Action: Receive/place on file, approving recommended actions
- M. Action on items removed from the consent agenda, if any
- N. Update on recent actions and future plans at Marshfield Clinic. Presented by Melissa Breen, Director of Community Engagement, and Ned Wolf, Chief Administrative Officer
- Recommended Action: None, for information only
- O. Request to approve Budget Resolution No. 01-2017 transferring \$22,000 from General Fund Contingency Budget to General Fund Drug Court Program Budget to extend the Wood County Drug Court to provide services within the City of Marshfield. Presented by Steve Barg, City Administrator
- Recommended Action: Approve Budget Resolution No. 01-2017
- P. Review proposed floor plan and cost estimate for relocation of City Hall to the Forward Financial building. Presented by Dan Knoeck, Director of Public Works.
- Recommended Action: None at this time; however, action on this item may be scheduled for the January 24th Council meeting
- Q. Review a possible request from Marshfield Utilities to waive Payment in Lieu of Taxes (PILOT) for future system improvements pertaining to replacing certain portions of old water mains. Presented by Steve Barg, City Administrator
- Recommended Action: None at this time, action on this item will be scheduled at a future meeting

COMMON COUNCIL AGENDA
JANUARY 10, 2017

- R. Review Cable TV Committee request to consider possible extension of the Cable TV Coordinator contract with Vidcom, subject to amendments. Presented by Steve Barg, City Administrator

Recommended Action: None at this time, but Council direction is requested

- S. Suggested items for future agendas

- T. Adjournment

Posted this day, January 6, 2017 at 11:30 a.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.

DECEMBER 20, 2016

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

PRESENT: Michael Feirer, Alanna Feddick, Chris Jockheck, Gordon H. Earll, Ed Wagner, Tom Witzel, Jason Zaleski, Rebecca Spiros, Tom Buttke and Peter Hendler.

EXCUSED: None

The flag was saluted and the pledge given.

No items were added to the agenda

PUBLIC COMMENT PERIOD

None

CC16-261 Motion by Hendler, second by Feirer to approve the minutes of the Common Council regular meeting of December 13, 2016.

Motion carried

STAFF UPDATES

City Administrator Barg gave an update on the Community Center project. ADRC did not come back with a counteroffer. Staff will be looking for direction at the next meeting.

City Planner Miller gave a report on the Walk/Bike to School Challenge.

MAYOR'S COMMENTS

Employee recognition

Kurt Bornbach, Street Division	December 22, 1986	30 years
Matthew Berres, Police Department	December 27, 2006	10 years
Caleb Bornbach, Police Department	December 27, 2006	10 years

Committee Openings

There is an opening on the Zoning Board of Appeals for a second alternate position. Anyone interested should contact the Mayor's office.

COUNCIL COMMENTS

Aldersperson Earll thanked Mike Winch and the City Garage employees for the great job that they did in plowing the roads this past weekend.

Aldersperson Buttke thanked Kris Keogh for her years of serving on the Library Board.

REPORTS FROM COMMISSIONS, BOARDS AND COMMITTEES

None

CONSENT AGENDA

CC16-262 Motion by Feirer, second by Buttke to receive and place on file, approving all recommended actions for the items listed on the consent agenda. Meeting Minutes/Reports: Central Wisconsin State Fair Board of October 17, 2016; Parks, Recreation, and Forestry Committee of November 10, 2016; Joint Municipal Court Advisory Committee of November 29, 2016; Marshfield Utility Commission of December 12, 2016 (1. JO 17891, 3 Phase Rebuild Wren Rd. & Marshfield Country Club (\$46,309); Board of Public Works of December 19, 2016 as read by the Director of Public Works; Judiciary & License Committee of December 20, 2016 as read by the Clerk; Finance, Budget, and Personnel Committee of December 20, 2016 as read by the Clerk; and Plan Commission

of December 20, 2016 as read by the Director of Public Works (1. Resolution No. 2016-67, CUP by Terry Gotter to allow the construction of a 3-stall attached garage at 3001 West Veterans Parkway; 2. Resolution No. 2016-68 CUP by Peter Schau of Verizon Wireless allowing an amendment to Resolution 2016-15 for a 6-month extension for a temporary communications tower; and 3. Resolution No. 2016-69, CUP by Patricia Truel to allow a conditional home occupation located at 509 East 8th Street).

Motion carried

No items were removed from the consent agenda.

CC16-263 Motion by Zaleski, second by Earll to approve Budget Resolution No. 30-2016, transferring \$15,383 from the General Fund Contingency budget to the Cemetery Perpetual Fund for the 2017 scheduled payment. Ayes - 10

Motion carried

CC16-264 Motion by Wagner, second by Witzel to approve Budget Resolution No. 31-2016, transferring \$15,000 from various General Fund budgets to the City Attorney budget. Ayes - 10

Motion carried

CC16-265 Motion by Hendler, second by Jockheck to approve Budget Resolution No. 32-2016, transferring \$10,000 from the Sidewalk Maintenance Budget to the Highway & Street Cleaning Budget and \$1,000 from the Sidewalk Maintenance Budget to the Industrial Park Operations Budget. Ayes - 10

Motion carried

City Administrator Barg presented information regarding an agreement that was proposed by ATTIC Correctional Services, Inc. for City financial contribution toward the Wood County Drug Court Program.

CC16-266 Motion by Zaleski, second by Jockheck to go into closed session pursuant to Wisconsin Statutes, 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.

- Request for financial assistance for development project in downtown area.
- Leases for Community Center space.

Roll call vote, all ayes. (Time: 7:35 p.m.)

Motion carried

Present in closed session: Alderpersons Feirer, Feddick, Jockheck, Earll, Wagner, Witzel, Zaleski, Spiros, Buttke and Hendler, Mayor Meyer, City Administrator Barg, and Staff (Deb M. Hall, Keith Strey, Dan Knoeck, Jason Angell, Tom Turchi, Justin Casperson and Lori Belongia).

CC16-267 Motion by Spiros, second by Wagner to return to open session. Roll call vote, all ayes. (Time: 8:18 p.m.)

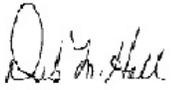
Motion carried

No action was taken on the closed session items.

Future Agenda Items

None

There being no further business the Mayor adjourned the meeting at 8:19 p.m.

A handwritten signature in black ink, appearing to read "Deb M. Hall". The signature is written in a cursive style with a large initial "D".

Deb M. Hall
City Clerk

COMMUNITY DEVELOPMENT AUTHORITY

November 17th, 2016

The monthly meeting of the Community Development Authority was called to order by Commission Chair Andrew Keogh at 9:00 a.m. in the Community Room at Parkview Apartments, 606 South Walnut Avenue, Marshfield, Wisconsin.

Affirmation of proper posting of meeting: Meeting posted November 16th, 2016 at 8:42 a.m.

ROLL CALL:

PRESENT: Andrew Keogh, Marilyn Hardacre, Dave LaFontaine, Tom Buttke, and Peter Hendler

EXCUSED: Jeanette Katzenberg

OTHERS PRESENT: Mary James-Mork – Executive Director, Tim Geldernick – Environmental Services Manager, Trish McIlwain – Management Assistant

GUEST: Paula Jero – Executive Director with United Way of Marshfield

Declaration of a quorum.

Identify any Potential Conflicts of Interest: None

Invitation for Public Comment: None

Presentation on Homelessness and Poverty in the City of Marshfield by Paula Jero, Marshfield Area United Way: Information was presented on homelessness trends, increase in the working poor, benefit collection, and over income limits when applying for assistance. Marshfield homeless youth numbers have increased. Paula shared and discussed the ALICE in Wood County report with everyone who was present.

CDA 16-B11-1 Motion by LaFontaine, second by Hendler to approve the September 29th, 2016 CDA Board Minutes. 5 Ayes

MOTION CARRIED

CDA 16-B11-2 Motion by Buttke, second by LaFontaine to approve the October 18th, 2016 CDA Finance and Strategic Planning Meeting Minutes. 5 Ayes

MOTION CARRIED

CDA 16-B11-3 Motion by Hendler, second by LaFontaine to approve the November 15th, 2016 CDA Finance and Strategic Planning Meeting Minutes. 5 Ayes

MOTION CARRIED

Finance Committee Report:

CDA 16-B11-4 Met on Tuesday, November 15th, 2016. Motion by LaFontaine, second by Hardacre to accept the Finance Committee Report. 5 Ayes

MOTION CARRIED

Strategic Planning Committee Report: No Report

Personnel Committee Update:

Briefly discussed interim staffing plan for Site Management.

Grievance Committee Update: No Report

Update on RAD Conversion Process:

RAD conversion update will be presented in Executive Director's report. Recertification will take place this coming year.

Executive Director's Report:

CDA 16-B11-5 Motion by Buttke, second by Buttke to accept the Executive Director's Report. 5 Ayes

MOTION CARRIED

CDA 16-B11-6 Motion by Hendler, second by LaFontaine to accept the 2017 Security Health Plan Premiums. 5 Ayes

MOTION CARRIED

CDA 16-B11-7 Motion by LaFontaine, second by Buttke to accept the Employee Handbook Revisions. 5 Ayes

MOTION CARRIED

New Business: None

Next Board Meeting Date and Time: Thursday, December 29th, 2016 at 9:00 a.m., Cedar Rail Court

Agenda Items for Next Month: RAD Conversion Update
Update on the Voucher Program

CDA 16-B11-8 Motion by LaFontaine, second by Hendler to adjourn. 5 Ayes

MOTION CARRIED

Meeting was declared adjourned by Commission Chairperson, Andrew Keogh at 10:12 a.m.

Respectfully submitted,

Mary James-Mork
Executive Director

Andrew Keogh
Commission Chairperson

COMMUNITY DEVELOPMENT AUTHORITY

Executive Director's Highlights December 29, 2016

1. Public Housing Occupancy-98.0% Occupancy Rate as of the day of this report.

Parkview – 3-opening
Cedar Rail – 1 opening
Scattered Sites - 1 openings

Waiting list -3 Applications pending

Section 8 Program-

Projection = 61 leased- 2 vouchers on the street..

Waiting List -24 applications pending – 12 local applicants

2. Security System Update-

Scattered Sites- Installation completed. Training dates are being determined, and policies have been distributed to tenants in Parkview and the Scattered Sites

3. RAD Financing Update-

Revitalization Services LLC will be assisting the MCDA in an application for Federal Home Loan for Funds available in the spring of 1017

5. Site Management-

Gordon Fischer has been actively involved in all aspects of the site manager position, and is now working with former Housing Manager on data entry and areas of tenant and program compliance. His past experience at the Marshfield Clinic and Saint Joseph's Hospital has been invaluable.

6. Tenant Recertification –

Recertification has begun with guidance from National Housing Compliance with a streamlined process that will enable tenants to submit information quickly and easily given our transition to RAD in 2017-2018 Fiscal Year.

**CABLE TV COMMITTEE MEETING MINUTES
NOVEMBER 28, 2016**

The meeting was called to order by Chairperson Siasoco at 5:03 p.m. in Room 108 of City Hall Plaza.

PRESENT: April Gentz, Ed Gerl, Alderperson Earll, Don Nystrom and Senen Siasoco

ALSO PRESENT: Acting Coordinator & Production Manager Breanna Butler, Brett Butler and Deputy Clerk Panzer

EXCUSED: Jim Daniels and Dean Markwardt

PUBLIC COMMENTS

None.

APPROVAL OF MEETING MINUTES

CTV16-050 Motion by Gerl, second by Gentz to approve the minutes of the October 24, 2016 meeting as submitted.

Motion carried

CORRESPONDENCE

Breanna Butler shared a thank you note that Brett and her received from Ann O’Leary, 69th Alice in Dairyland.

Breanna Butler also shared a thank you note that Brett and her received from Shirley’s House of Hope.

PUBLIC ACCESS COORDINATOR'S REPORT

The Public Access Coordinator's Report for November 2016 was reviewed. (See attached report.)

Christ Lutheran’s poor audio was discussed. MCTV staff will work with Christ Lutheran on this issue.

Breanna shared Wisconsin Community Media’s newsletter which mentioned Marshfield Community Television’s “Meet the Candidates” episodes that Don Nystrom hosted.

CTV16-051 Motion by Gerl, second by Gentz to receive and place on file the Public Access Coordinator's Report.

Motion carried

UPDATE ON BUDGET MEETING

Nystrom gave an update on the October 25, 2016 budget meeting. The Common Council didn’t have any particular questions on the Cable TV budget. He explained the need for updating equipment because of changing technology and equipment that is failing to the Common Council and he informed the Common Council that the Cable TV Committee is conscientious of the appropriation of the monies that are needed to do this.

REVIEW EDITING SUITE USAGE POLICY

CTV16-052 Motion by Nystrom, second by Earll to approve the editing suite usage guidelines as submitted.

Motion carried

REVIEW SUGGESTED AMENDMENTS TO CABLE ACCESS COORDINATOR CONTRACT

CTV16-053 Motion by Gerl, second by Earll to hold over the review of suggested amendments to Cable Access Coordinator Contract discussion until the next meeting.

Motion carried

BILLS

The bill query report was reviewed.

CTV16-054 Motion by Gerl, second by Gentz to authorize payment of the following bills as presented:

Spectrum Business (11/01/16 to 11/30/16)	\$ 99.11
Granicus	600.00
Tri-Media (Invoices 1362, 1400 & 1401)	<u>6,386.50</u>
Total	\$7,085.61

Motion carried

FINANCIAL REPORT

CTV16-055 Motion by Nystrom, second by Gerl to receive and place on file the financial report for the period of January 1, 2016 through October 31, 2016.

Motion carried

CTV16-056 Motion by Gentz, second by Gerl to authorize the purchase of two new computers not to exceed \$4,800.00.

Motion carried

SET DECEMBER MEETING DATE

Our next regular meeting day falls on Christmas Day.

CTV16-057 Motion by Gerl, second by Gentz to schedule the next meeting date for Monday, December 19, 2016 at 5:00 p.m.

Motion carried

RECOMMENDED ITEMS FOR FUTURE AGENDAS

- Review suggested amendments to Cable Access Coordinator Contract

Next meeting is scheduled for December 19, 2016 at 5:00 p.m.

Motion by Gentz, second by Gerl to adjourn at 5:47 p.m.

Motion carried

Lori A. Panzer
Deputy City Clerk

Public Access Coordinator's Report
Cable TV Committee Meeting 11/28/16

PROGRAMMING UPDATE

For a full list of new programs, please visit the MCTV YouTube Channel:

HYPERLINK "https://www.youtube.com/channel/UC03I-m9S_ZjduXjulvczM5Q" https://www.youtube.com/channel/UC03I-m9S_ZjduXjulvczM5Q

For a full archive of government programming, please visit:

HYPERLINK "<http://legacyweb.ci.marshfield.wi.us/video/>" <http://legacyweb.ci.marshfield.wi.us/video/>

HIGHLIGHTS FROM LAST MONTH

- *Program with Colorado drug officer, discussion on marijuana legalization impact*
- *Program with zookeeper Steve Burns addressing concerns about wolves*
- *Interview with UW systems chancellor*
- *Program with Gene Wesley on his mural at Hardacre Park*
- *On-site segment at MAPS Microchip Clinic*
- *Special "Cooking With Ruth" Wedding series*

NEW PROGRAMS IN THE WORKS

- Wild Instincts organization coming in to do a program
- Health program with local dentist, Susan Safford
- Fitness program with Marsha Smrcka

COMMUNITY PRODUCER SUBMITTED WORK

- Dana Speth: Christ Lutheran Worship, New Visions Gallery
- John Beck: Immanuel Lutheran Worship, Veterans Views (host)
- Mary Asplin: Lights, Camera, Polka!
- Eddie Antoniweiz: Iron Chef Event

OTHER SUBMITTED PROGRAMMING

- MSTC Board of Directors
- LaCrosse Catholic Diocese Mass (Weekly)
- Music & the Spoken Word (Weekly)
- Scripture Verse by Verse

SOCIAL MEDIA UPDATE - FACEBOOK

- 496 likes (up 71% from 1 year ago)
- Community Calendar posts are being shared a lot more on the page.
- Our most popular post last month was a teaser we posted for the Marshfield Area Pet Shelter program on microchipping

YOUTUBE CHANNEL UPDATE

104 Subscribers, 40,418 Views (as of November 18, 2016)

(271% subscriber increase, 415% view increase from one year ago)

GOOGLE ANALYTICS (ONLINE ACTIVITY) SUMMARY

We had 1,637 sessions last month, with 1,310 users and 2,798 page views.

**MINUTES
FIRE AND POLICE COMMISSION/SPECIAL MEETING
DECEMBER 1, 2016**

The meeting was called to order by Commissioner Andy Keogh at 9:00 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

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

ALSO PRESENT: Fire Chief Haight, Deputy Fire Chief Owen and Human Resources Manager Rachu.

The commissioners reviewed and discussed the Marshfield Fire and Rescue Department strategic plan.

No motions were made or acted upon during this meeting.

The meeting adjourned at 9:48 a.m.



Marshfield Fire and Police Commission
Nate Mueller, Secretary

**MINUTES
FIRE AND POLICE COMMISSION/REGULAR MEETING
DECEMBER 8, 2016**

The meeting was called to order by Commissioner Andy Keogh at 7:33 a.m. in the Marshfield Police Department squad room located at 110 West First Street, Marshfield, Wisconsin.

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

ALSO PRESENT: Fire Chief Haight, Deputy Fire Chief Owen, Police Chief Gramza, Police Lieutenants Larson and Zeps, and Human Resources Manager Rachu.

FP16-060 Motion by Gershman, second by Mueller to approve the minutes of the 11/03/16 regular meeting.

Motion carried.

FP16-061 Motion by Mueller, second by Frankland to approve the police department bills in the amount of \$400,975.66.

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

Motion carried.

FP16-062 Motion by Mueller, second by Meyers to approve the fire department bills in the amount of \$29,082.59.

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

Motion carried.

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

FP16-063 Motion by Frankland, second by Mueller to move forward with the merit pay policy with the funds coming out of the city administrator's budget.

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

Motion carried.

The proposed restructuring of the police department administrative staff was discussed at length. It will be brought back to the January, 2017 meeting for further consideration and approval.

FP16-064 Motion by Gershman, second by Mueller that we accept with regret the retirement of Sergeant Dominic Poeschel effective 12/29/16.

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

Motion carried.

FP16-065 Motion by Frankland, second by Mueller to approve the hiring of a replacement police officer.

Motion carried.

FP16-066 Motion by Frankland, second by Meyers to approve the police department budget resolution for body cameras in the amount of \$54,503.50.

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

Motion carried.

Fire and Police Commission meeting
December 8, 2016
Page Two

The speed reports were not available for review.

The updated Marshfield Police Department policy manual was provided to the commissioners for their review and to be discussed and approved at the January, 2017 meeting.

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

The 2017 Fire and Police Commission meeting and financial review schedules were reviewed.

The Commissioners agreed to change the 01/05/17 Fire and Police Commission meeting to 01/12/17.

Because there was no further business to discuss, the meeting was adjourned at 8:43 a.m.

COMMISSIONER KEOGH IS SCHEDULED TO ATTEND THE COMMON COUNCIL MEETING ON DECEMBER 20, 2016 AT 7:00 P.M.



Marshfield Fire and Police Commission
Nate Mueller, Secretary

Marshfield Airport Committee Minutes

December 14th, 2016

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

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

Absent: Paul Knauf

Also Present: Dan Knoeck, Duffy Gaier and Jeffrey Gaier

Citizens Comments: Jack had a question regarding the lights on the building if they were burnt out or if there were another reason they were not lit.

AP16-53 Motion by Maurer Second by Jockheck to approve the Airport Minutes of November 16th, 2016, All Ayes,

Motion Carried

AP16-54 Motion by Jockheck Second by Bremer to approve the Airport Manager's Year End 2016 Report, All Ayes

Motion Carried

AP16-55 Motion by Maurer, Second by Bremer to approve the December 2016 Activity Report, All Ayes

Motion Carried

AP16-56 Motion by Bremer, Second by Maurer to approve the Airport Bills for December 2016, All Ayes

Motion Carried

Airport Budget 2017 - Discussed

AP16-57 Motion by Bremer, Second by Maurer to approve and execute the agreement for the Federal Aviation Administration Memorandum of Agreement DTFACN-17-L-00035 All Ayes

Motion Carried

AP16-58 Motion by Jockheck, Second by Bremer to approve the Northway Communications Annual Maintenance Contract for 2017. All Ayes,

Motion Carried

Additional Citizens Comments: None

Motion by Maurer, second by Knauf to adjourn at 6:18 PM, All Ayes Motion Carried

Respectfully Submitted - Jeffrey Gaier

2016 Airport Manager's Year End Report



January

The petition to the State of Wisconsin for airport improvements at Marshfield was accepted.

Several plumbing mechanical fixtures were replaced in the terminal after they stopped working .

The bathroom sink with cabinet was added to the bathroom in the terminal. This provides some additional storage for the band-aids and anti

February

EAA Chapter 992 held their annual Chili Feed on Feb 13th. The temperatures that day started below zero but that didn't stop people from coming.



March





The Wisconsin Bureau of Aeronautics has requested bids for engineering services for the Marshfield airport.

Runway expansion joints survived the winter well. There wasn't too many that separated.

Todd Masephul soloed for the first time this month.

The snow owl returned again this year. It was spotted on top of the airport sign.



April

Members of the airport committee traveled to Madison to meet with the Wisconsin Bureau of Aeronautics to talk about projects and funding at the Marshfield Airport.

Greg Marchel the flight instructor for Duffy's Aircraft announced that he had taken a job in Alaska. (Pictured Right)



Howard Joling had agreed to come on part time as a flight instructor at Marshfield. Howard was the airport manager at Wisconsin Rapids. (Pictured Left)

Congratulations to Shannon Richter of Chili for Successfully completing his private pilot rating on April 10th, 2016. (Pictured Right With Duffy)



Congratulations to Nick Wimme of Marshfield for successfully completing his private pilot rating on April 16th, 2016. (Pictured below with Duffy)



May

Becher Hoppe, The Wisconsin Bureau of Aeronautics and members of the airport management met to discuss the scope of a project with the hangar development area to the North

The Federal Aviation Administration has decommissioned the runway end identifier lights on the approach end of runway 05. The lights were owned and maintained by the FAA. The FAA has removed the lights and accompany electrical service.

Duffy received his medical from the FAA. It is a wait and see game every year with his special insurance medical.

June

Jeremy Sickler, from the Wisconsin Rapids Airport and Jeff Gaier from the Marshfield Airport, met with members of the Wood County Economic Board to discuss the airports and thank them for the assistance they have provided in the past. Wood County contributes \$7500 to each airport for helping them maintain their instrument approaches.

Jeff met with Scott Larson from MACCI and organizers of the Farm Technology Days in 2018. The Sternweis and Heiman families will be hosting Farm Technology Days adjacent to Weber's Farm Store. This will put the event adjacent to the airport on Lincoln.

On June 8th, Marshfield Hosted the second Wisconsin Flying Hamburger Social for the central branch. The social travels to a different airport each week. We had forty aircraft arrive and 125 to 150 people attend.



July

Mike Gabor from the Bureau of Aeronautics was at the airport to inspect the runways. He noticed the expansion joints were showing some signs of seriating from the fill material in the joints. He suggested that Marshfield consider a new method of crack sealing called the Flex Patch. The Bureau would make this an addition to an existing project since we had petitioned for crack sealing. This project would be eligible for State Aid. Fahrner Asphalt contacted us to let us know that Mike Gabor had contacted them and that they would be adding us to their sealcoating projects this year since they had the contract with the State. A crew from Fahrner came to the airport July 5th through the 8th and started on the working on the expansion joints. The were also back on the 11th to finish the project. By completing this project, we have smooth runways that people are not feeling the bumps when they land or take off.





The annual inspection for the fuel tanks was received and submitted

Fire and Protection came out to the airport and serviced the fire extinguishers for another year.

CATS testing informed us that we would be able to take Unmanned Aircraft Systems (Drone) test beginning August 29th.

Matt Keifer the local Airman Medical Examiner has moved and is no longer available for medical exams for pilots at Marshfield.



August

The fuel farm underwent an annual inspection. This is a required inspection to make sure the system is working. We also have the filters changed at this time.

Phillips 66 will be sending an independent assessor to assess our fuel farm. Duffy's Aircraft is a branded fuel distributor with Phillips 66 and as such they conduct their own inspection every few years.

On August 17th, a member of the Transportation Security Agency stopped by the airport for the inspection of the training records. This is to verify that we are training student born in the US and if we do have any foreign born students, that we are following the appropriate procedures to document them.



We did see some traffic come into the airport for AirVenture this year. Mostly because the weather was an issue and Marshfield was the closest airport for them to land at.

Duffy's Aircraft hired an additional mechanic this month. Lee Taylor of Marshfield. Lee previously worked at the Experimental Aircraft Association and Kimberly Clark's Aviation division.

This past month the crop sprayers were back spraying fields in Wood and Clark County. We did receive one visit from the Clark County Sheriff's office with an inquiry with what kind of aircraft it was.



September

September 1st, 2016 marked a milestone for the Gaier Family. It was on Septembers 1st, 1986 that we came to the Marshfield Airport as the airport managers and fixed based operators. Thirty years later we are still proudly servicing the City of Marshfield and surrounding communities for their aviation needs. We would like to thank everyone for your support and assistance over the years. We have worked with some wonderful and amazing people over the years. We thank you for your friendship, support and assistance. We are looking forward to the next thirty years.



*30th Anniversary
At Marshfield*

QT Pod the maker of the credit card terminal at the fuel farm gave us notice that there is a update that will need to be completed that entails a hardware update as well as a software update. The cost is \$960 for the update.

The FAA contacted us this month that they have not flight checked the SDF 34 approach in over two years and because of that we had to shut it off until they can flight check it.





Marshfield hosted the second to the last hamburger social of the season for the Wisconsin Central Branch. We had a good time and great turn out of people and planes.

September 22nd we had some major rainfalls in the area that created a lot of flooding in the area. We went up and took some images of all the water.



October

Becher and Hoppe started engineering surveys of the North hangar area. Soil samples and pavement sample are being collected. We are anticipating that the project to improve the drainage, electrical and asphalt will begin in August 2017.

The FAA did conduct a flight check on the SDF but the SDF started acting odd so the flight check could not be completed successfully.

Wednesday Oct. 26th, 2016 Jurg Grossenbacher from the FAA conducted a safety seminar for the local pilots at the airport. It was a great learning experience and had a great question and answer session afterward.

Duffy's Aircraft signed an extension of their contracts for another five years as airport managers and Fixed Based Operators at Marshfield.

November

Dave Wells, a former flight instructor of Duffy's Aircraft cleaned the exterior brick of the General aviation terminal building. Dave was a brick layer prior to being a flight instructor. Dave frequents the airport with his family and likes to help. The areas he cleaned were showing signs of mold growth due to wetness.

Drone exams are becoming the popular written test at Duffy's Aircraft.

Congratulations to Bob Thill of Marshfield for successfully completing his Instrument Pilot Rating with Duffy. Bob has been working with Howard Joling to complete his training.

We are saddened to learn that Sheldon Michlig passed away on Nov 15th, 2016. Sheldon was a former flight instructor at Duffy's Aircraft. He was presently living in Ohio with his wife and children. Sheldon was working in the woods when he was struck by a tree.



December 2016

We finally had our first major snowfall of the season and we were ready for it. During snow removal operations, Walt spotted a leak

in one of the hydraulic hoses. Fortunately we had a replacement hose with fittings ready to go in just such an emergency. After the hose was replaced Walt noticed that the hydraulic pressure was decreasing. Upon further inspection a leak was discovered underneath the cab of the tractor in the vicinity of where the hydraulic pump is located. The Case tractor has been taken to Chili Implement as they specialize in Case tractors of this age.

The M3000 credit card reader at the fuel pump has been updated to accept Master Cards' latest series of numbers. The update required the updating of software on the computer in the operations office as well as a new computer chip in the credit card reader. Since the credit card reader was installed in 2008, there have been three to four times that an update and or servicing was required outside of routine paper replacement. The QT Pod people provide an excellent set of instructions to walk someone through doing the upgrade.

Notices for Airman (notams), for runway conditions have gotten more complicated this year. The FAA has released a 95 page document on reporting runway conditions. Duffy spent 30 minutes this last snow fall talking with Lockheed Martin representative about the new notam system. Since 1974 when the Gaier family began managing airports, we have always called in our notams. Now the FAA wants to do away with the phone calls and report runway conditions electronically unless there is an outage of their internet web portal. We have signed up for electronic filing of notams to the FAA. A notam

We were notified by CATS computer testing that they have been purchased by PSI computer testing. PSI computer testing has also provided computerized exams as LaserGrade. This makes PSI the sole provider of aviation exams. CATS did say that there would be no changes at this time, but we do expect there to be some changes in the coming year or two. PSI purchasing CATS will open up Duffy's Aircraft offering a wider variety of non-aviation exams.



Congratulations to Drew LePage for successfully soloing the airplane for the first time. Drew is a High School Student from Marshfield. He has been working with Howard Joling.



Congratulations to Dana Fern of Marshfield for successfully soloing this month. Dana has been working with Howard Joling. Dana is also a new aircraft owner at Marshfield.



On Behalf of the Duffy, Alice, Robert, Jeff and Liz Gaier, Thank you everyone for an amazing 2016. We look forward to 2017 and the future of aviation at Marshfield.

Have a safe, wonderful and Merry Christmas, Happy Holidays and New Year!

- The Gaier Family





Airport Activity Report December 2016

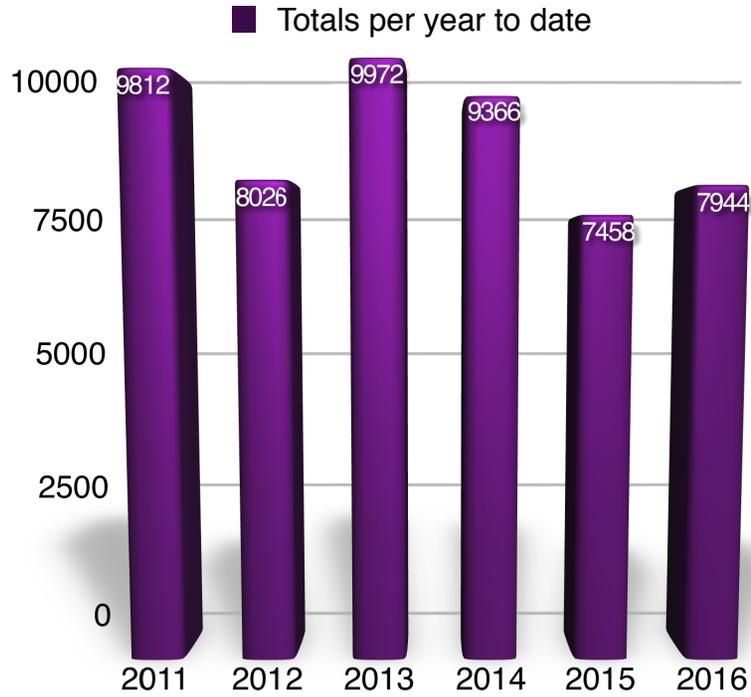


Departures and or Landings Information - Flight Operations - 20 Days Between Reports

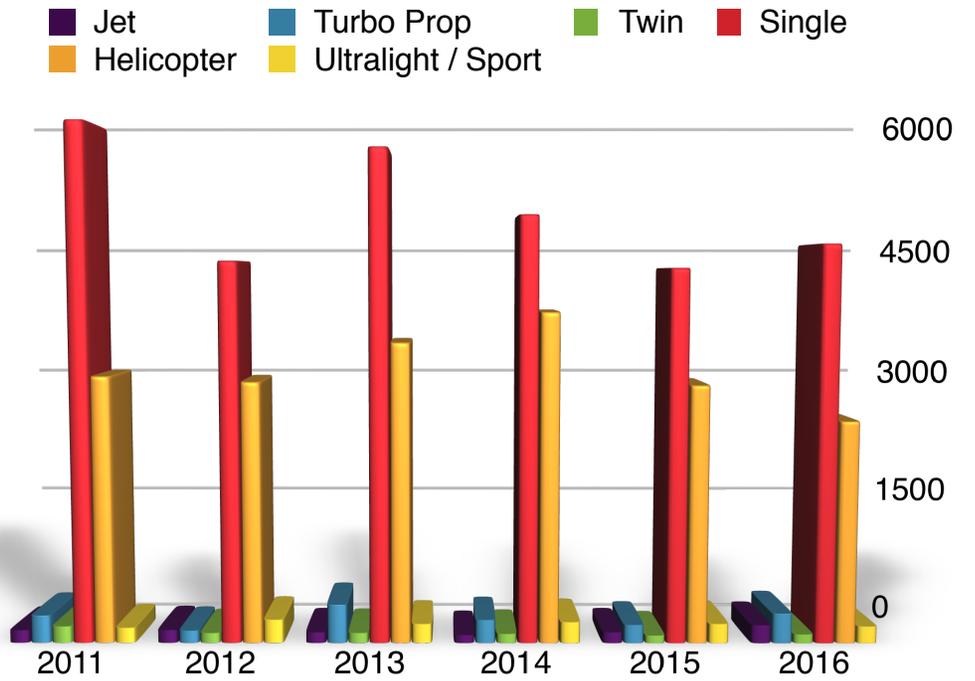
Year	YTD 2011	YTD 2012	YTD 2013	YTD 2014	YTD 2015	Dec. 2015	Dec. 2016	YTD 2016
<i>Jet</i>	146	150	124	92	126	10	10	208
<i>TurboProp</i>	316	142	442	266	210	12	16	342
<i>Twin</i>	190	114	116	106	88	6	8	102
<i>Single</i>	5928	4358	5628	4876	4278	224	218	4550
<i>Helicopter</i>	3058	2994	3440	3784	2956	168	110	2548
<i>Light Sport</i>	174	268	220	242	222	2	0	194
Total	9812	8026	9972	9366	7458	422	362	7944
Passengers								
Total	13078	10689	12216	13869	9839	562	482	10380
Local and Transient Traffic								
<i>Transient</i>	3026	2125	3504	3278	2612	76	92	3116
<i>Local</i>	6786	5901	6468	6088	5268	346	270	4828
Training Flights								
Total	3097	4439	5048	4430	4516	296	220	4311
Fuel Dispensed								
<i>Av Gas</i>	21623	21751	18487	17886	16190	1028	350	14095
<i>Jet A</i>	32113	36710	50942	35917	32898	2252	3707	79914
Total	53736	58431	69429	53803	49088	3280	4057	94009

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.

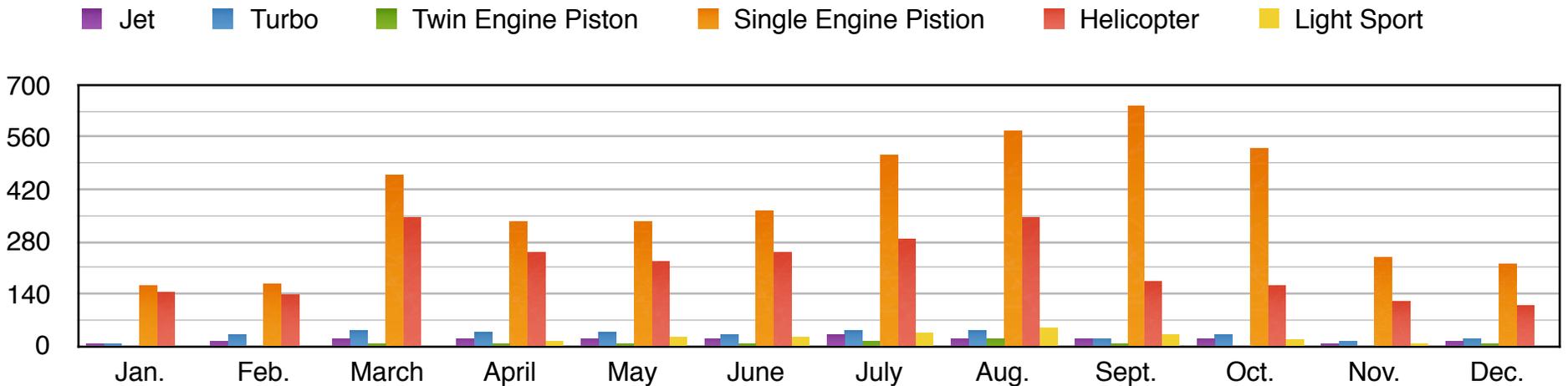
Flights Over the Past Five Years by the Present Month



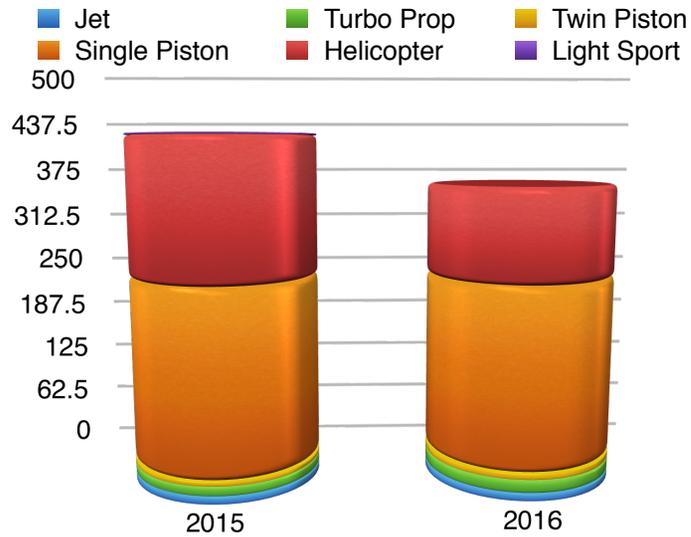
Types Of Aircraft That Have Visited Marshfield Per Year by the Present Month



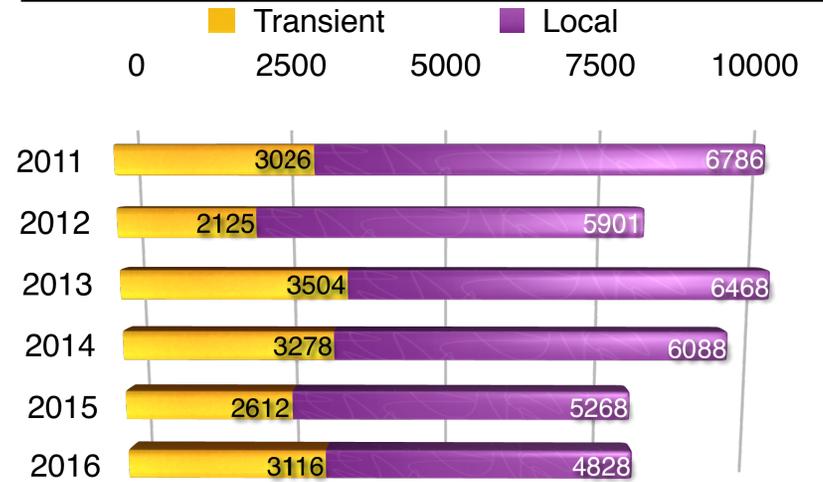
Operations by Aircraft for the Year of 2016



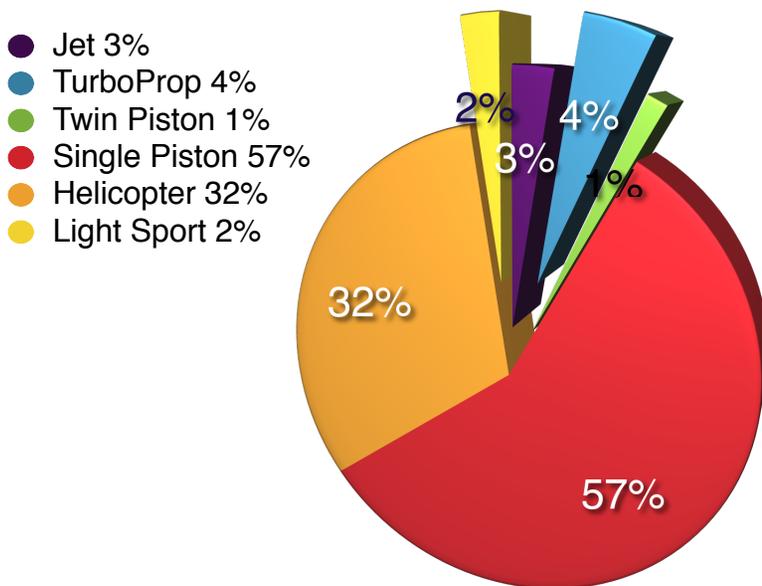
This Month Compared to the Same Month Last Year



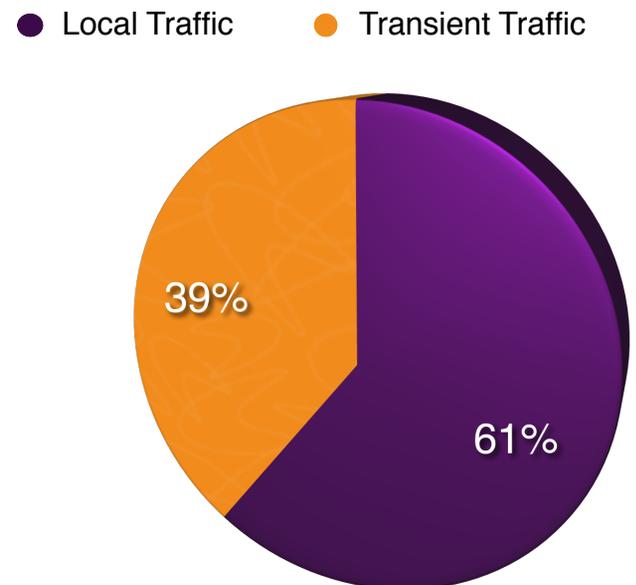
Transient Vs. Local Traffic



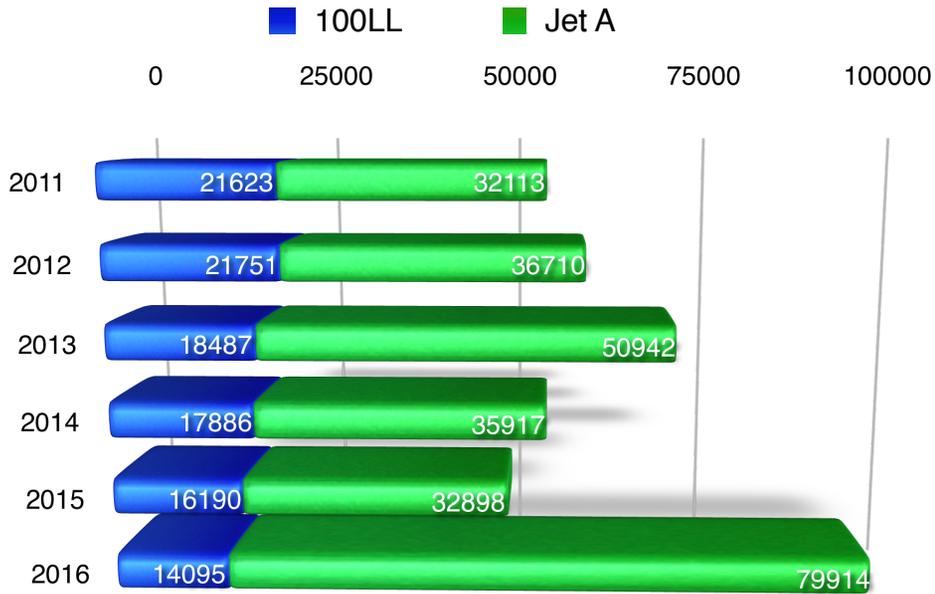
Percentage By Type Of Aircraft That Came Into Marshfield In 2016



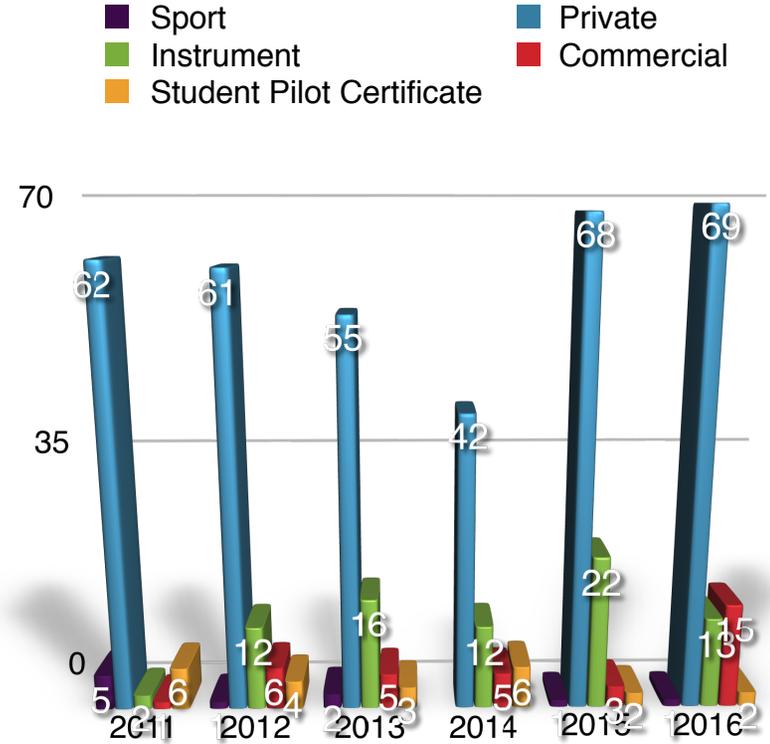
Percentage of Local Vs. Transient Traffic for 2016



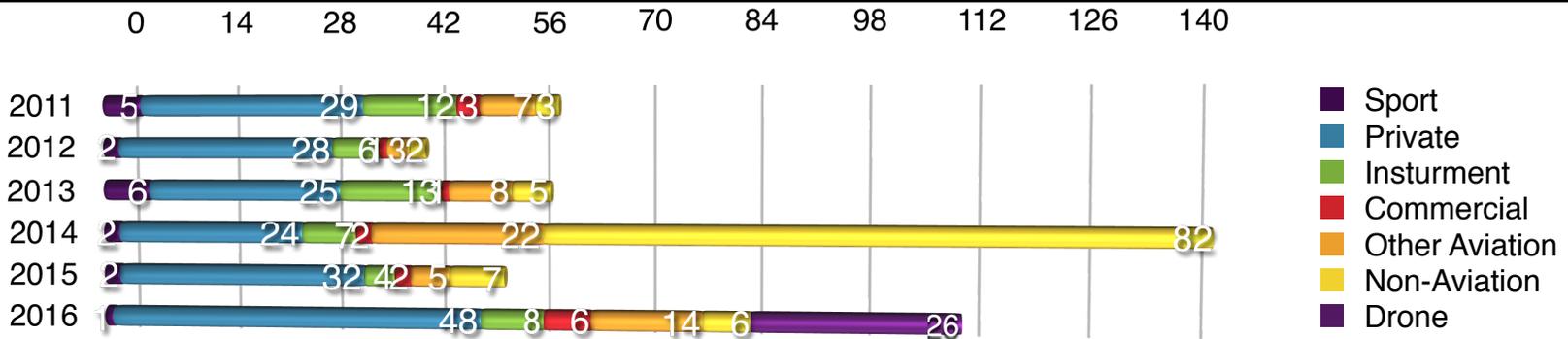
Fuel Sold - 6 Year Comparison



Duffy's Flight Checks for Pilots - 5 Year Comparison



Computerized Written Exams Given At The Airport



Individuals And Businesses That Have Used The Airport This Month

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
Duffy Gaier
Bob Gaier
Jeffrey & Elizabeth Gaier
Georgi Georgiev
Don Halloran
Howard Rand
Steve Humphrey
Mayo One (Medflight Eau Claire)
Custom Fabrication and Repair
Brian Barnett
Kirk Haslow
Haslow Farms
Father Eric Berns
David Vance
Bruce Wineman
Medevac (Medflight Wausau)
Troy Rens
Linus Snyder
Todd Masephol
Shennon Richter
Carl Seider
Life Link III (Medflight New Richmond)
Enbridge
Burrnett Co. Flying Service
Michael Tyler
Bob Thill
Valley Medical - Fixed Wing Medflight
Wausau Flying Service
Festival Foods
Hawthorne Aviation (Medflight Fixed
Wing Eau Claire)
LJ Aviation

Roehl Transport
Grupe Bryce
P Gingrich
Theda Star (Medflight)
Patrick Colwell
Thomas Pue
Scott Singkofer
Art Scottberg
Steve Mickel
Morey Airplane Company
Wisconsin Aviation
MQ Aviation
Matt Thomas
Civil Air Patrol
Dan Reis
Brad Honish
Dan Jurczyk
Dana Fern
Steve Mesner
Stick and Rudder Aviation LLC
Krist Oil
Kohl Department Store
Timothy Olson
Danielle Olson
Samuel Wiltzius
Michael Campbell
Mark Knapmiller
Frederick preen
Jonathan Eugster
Clinton Gharis
John Schmidt
Grant Southworth
Tyler Seamans
ExecJet
State of Wisconsin - Donor Flight
Luke Miller
John Dominick

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

Marshfield Hotel	Chips	Crabby Daves
Holiday Inn	McDonalds	Kentucky Fried Chicken
Blue Heron / West 14th	Little Casears	Lamers Smokehouse BBQ
Marshfield Clinic	Target	Nora's
St. Joseph's Hospital	Hardees	Kohl's Department Store
Festival Foods	The Store	
V & H Heavy Trucks	Baltus	
Roehl Transport	Nasonville Dairy	
Custom Fabrication and Repair	El Mexical	
Subway	Nuts Deep	

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

Experimental Aircraft Association Chapter 992 (Marshfield & Medford Group)	Marshfield Youth Hockey
Toastmasters of Marshfield	C12 Group (Christian CEOs and owners building great businesses for a greater purpose)
Central Wisconsin Apple User Group	Tiger Blue Line Club

Summary Report -As is typical with December, the cold weather has slowed activity at the airport.

Account # 101-53510-33

Obj. #	Description	2016 Amount Approved	2016 December Invoices	Firm Expenses Paid	Used To Date	Balance
52100	Professional Services	46,073.00	3,839.38	Manager's contract	46,073.00	-
52210	Electric	16,062.00			10,759.37	5,302.63
52220	Water	408.00			761.09	(353.09)
52230	Sewer	316.00			728.32	(412.32)
52240	Fire Protection Charge	2,087.00			1,479.97	607.03
52260	Heating - Gas	2,278.00			1,040.57	1,237.43
52300	Telephone	1,377.00	128.71	Frontier	1,102.86	274.14
52400	Rep/Maint. Serv-Streets	19,200.00	4,775.00	Duffy's Aircraft Sales	15,700.00	3,500.00
52500	Repair/Mainte. Service	52,000.00	275.00	Duffy's Aircraft Sales - Equipment maintenance	43,669.28	8,330.72
			638.60	Nick De Nardis - Verification of LOM & NDB		
			55.90	Unifirst - mat service		

City of Marshfield - 2016 Airport Budget continued

		Amount Requested	December Expenses		Used To Date	Balance
52900	Other Contractual Ser.	3,000.00			5,318.75	(2,318.75)
53100	Office Supplies & Exp.	500.00				500.00
53200	Publications & dues	200.00			130.00	70.00
53400	Operating supplies	1,600.00	958.78	Qtpod Petroleum on Demand - credit card machine update.	1,789.06	(189.06)
			113.55	Duffy's Aircraft Sales - operating supplies from Fleet		
53500	Rep/Mainte. Supplies	6,800.00	1,105.26	Merkel Co., Inc. - Lamps for airport	2,035.70	4,764.30
55110	Buildings & Contents	2,723.00			3,116.17	(393.17)
55140	Professional Liability	320.00			314.41	5.59
55150	Airport Liability	4,350.00			4,350.00	-
55170	Boiler	375.00			510.36	(135.36)
58830	Airport Buildings					-
Grand Totals		159,669.95	11,890.18		138,878.91	20,790.09



U.S. Department
of Transportation
**Federal Aviation
Administration**

Central Logistics Service Area
Real Estate & Utilities Group, ALO-720

10101 Hillwood Pkwy.
Fort Worth, Texas 76177

NOV 10 2016

Mr. Dan Knoeck
City of Marshfield
630 S. Central Ave.
Marshfield, WI 54449

Dr. Mr. Knoeck:

Subject: MOA DTFACN-17-L-00035
Navigational Aid Facilities
Marshfield Municipal Airport
Marshfield, Wisconsin



The Federal Aviation Administration (FAA) operated and maintained a Runway End Identification Lights (REIL) serving Runway 4 at Marshfield Municipal Airport, Marshfield, Wisconsin. This facility has been decommissioned and the FAA no longer requires this facility land site.

In accordance with Article 5, the FAA hereby provides 30-day written notice that Lease No. DTFA14-83-L-R430 is terminated effective December 30, 2016.

To improve administrative efficiency, the FAA has made a national policy determination to use the new format of a Memorandum of Agreement (MOA) to cover required land sites and easements for existing navigational aid (NAVAID) facilities operated by this agency. The MOA contains similar terms and conditions provided under the current no-cost lease.

Current research of our records verifies that the FAA installed and is maintaining two (2) facilities that are covered under Lease No. DTFA14-83-L-R430.

Enclosed are two (2) copies of MOA DTFACN-17-L-00035. Please have an authorized official sign both copies, insert the date and return both copies in the enclosed postage paid envelope.

We want to express our appreciation for your cooperation in implementing this process. If you have any questions, please contact me at 817-222-4371.

Sincerely,

A handwritten signature in blue ink that reads "Jana C. Blanco". The signature is written in a cursive style with a large, looping initial "J".

Jana C. Blanco
Real Estate Contracting Officer

Enclosure (2)

**DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

MEMORANDUM OF AGREEMENT

DTFACN-17-L-00035

This agreement is made and entered into by the CITY OF MARSHFIELD, WISCONSIN, whose address is P.O. Box 727, Marshfield, WI. 54449, hereinafter referred to as SPONSOR, for itself, its successors and assigns, and the FEDERAL AVIATION ADMINISTRATION, hereinafter referred to as the FAA.

WITNESSETH

WHEREAS, the parties listed above have entered into an Airport Improvement Grant Agreement; and

WHEREAS, the parties listed above have entered into an agreement providing for the construction, operation, and maintenance of FAA owned navigation, communication, and weather aids for the support of Air Traffic Operations; and

WHEREAS, the parties consider it desirable to work in cooperation with each other in the technical installation and operation of air navigational aids; and

WHEREAS, both parties agreed the establishment, operation, and maintenance of systems for air traffic control, navigation, communication, and weather reporting is in the primary interest of safety and direct support of the ongoing operation of the Marshfield Municipal Airport.

NOW, THEREFORE, the parties mutually agree as follows:

1. TERMS AND CONDITIONS (01/12)

It is mutually understood and agreed that the Sponsor requires FAA navigation aid facilities in order to operate their business and that the FAA requires navigation, communication, and weather aid facilities at the Airport in order to support Air Traffic Operations. Thus, in the interest of both parties it is hereby agreed that the Sponsor will allow the FAA to construct, operate, and maintain FAA owned navigation, communication, and weather aid facilities in areas on the Airport that have been mutually determined and agreed upon for the term commencing on October 1, 2016 and continuing through September 30, 2036. The FAA can terminate this agreement, in whole or part at any time by giving at least (30) days' notice in writing. Said notice shall be sent by certified or registered mail.

A. Together with a right-of-way for ingress to and egress from the premises; a right-of-way for establishing and maintaining pole lines or underground lines for extending electrical power and/or telecommunications lines to the premises; including a right-of-way for subsurface power, communication and/or water lines to the premises; all rights-of-way to be over the area referred to as Marshfield Municipal Airport, to be routed reasonably determined to be the most

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

convenient to the FAA and as not to interfere with Airport operations. The Sponsor shall have the right to review and comment on plans covering access and utility rights-of-way under this paragraph.

B. And the right to grading, conditioning, and installing drainage facilities, seeding the soil of the premises, and removing all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of navigational aid systems. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

C. And the right to make alterations, attach fixtures, and erect additions, structures or signs, in direct support of the Airport. The Sponsor shall have the right to review and comment on plans covering work permitted under this paragraph.

D. And the right to park, without cost, all official and privately owned vehicles used for the maintenance and operation of the air navigational facilities. Parking shall be provided adjacent to the navigational aid facility or as near as possible without interfering with the operation of the Airport.

2. CONSIDERATION (08/02)

The FAA shall pay the Sponsor no monetary consideration, it being mutually agreed that the rights extended to the FAA herein are in consideration of the obligations assumed by the FAA in its establishment, operation, and maintenance of navigational aid facilities upon the premises.

3. PURPOSE (04/05)

It is understood and agreed that the use of the herein described premises, known as Marshfield Municipal Airport, shall be related to the FAA's activities in support of Air Traffic operations.

4. FAA FACILITIES (04/05)

The FAA facilities covered by this agreement are identified on the most current approved Airport Layout Plan (ALP) and/or other pertinent drawings that are made part of this agreement by reference and shown on the attached FAA "List of Facilities".

5. TITLE TO IMPROVEMENTS (04/05)

Title to the improvements constructed for use by the FAA during the life of this agreement shall be in the name of the FAA.

6. HAZARDOUS SUBSTANCE CONTAMINATION (05/00)

The FAA agrees to remediate, at its sole cost, all hazardous substance contamination on the FAA facility premises that is found to have occurred as a direct result of the installation, operation, relocation, and/or maintenance of the FAA's facilities covered by this agreement. The Sponsor agrees to remediate or have remediated at its sole cost, any and all other hazardous substance contamination found on the FAA facility premises. The Sponsor also agrees to save and hold the U. S. Government harmless for any and all costs, liabilities and/or claims by third parties that arise out of hazardous contamination found on the FAA facility premises that are not directly

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595

attributable to the installation, operation, and/or maintenance of the facilities on the attached FAA "List of Facilities."

7. INTERFERENCE WITH FAA OPERATIONS (10/96)

The Sponsor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature within the Airport's boundaries that may interfere with the proper operation of the navigational aid facilities installed by the FAA, as it is not in the best interest of the Airport or the FAA.

8. FUNDING RESPONSIBILITY FOR FAA FACILITIES (10/96)

The Sponsor agrees that any relocation, replacement, or modification of any existing or future FAA navigational aid systems made necessary by Airport improvements or changes, which interferes with the technical and/or operational characteristics of the facility, will be at the expense of the Sponsor, with the exception of any such improvements or changes which are made at the request of the FAA. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Airport or the FAA, funding responsibility shall be determined by mutual agreement between the parties.

9. NON-RESTORATION (10/96)

It is hereby agreed between the parties, that upon termination of its occupancy, the FAA shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property which is the subject matter of this agreement. It is further agreed that the FAA may abandon in place any or all of the structures and equipment installed in or located upon said property by the FAA during its tenure. Such abandoned equipment shall become the property of the Sponsor.

10. NOTICES (10/96)

All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

City of Marshfield
P.O. Box 727
Marshfield, WI 54449

DOT/Federal Aviation Administration
Real Estate & Utilities Group, ALO-720
10101 Hillwood Parkway
Fort Worth, TX 76177

11. PREVIOUS LEASE(S)/AGREEMENT(S)

This agreement supersedes Land Lease number **DTFA14-83-L-R430**.

12. CLAUSES INCORPORATED BY REFERENCE (7/14)

This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the full text will be provided by the Real Estate Contracting Officer.

1.3.3 Memorandum of Agreement

1. OFFICIALS NOT TO BENEFIT (10/96)
2. COVENANT AGAINST CONTINGENT FEES (8/02)
3. ANTI-KICKBACK (7/14)

13. SIGNATURES (04/04)

The Sponsor and the FAA hereby agree to the provisions outlined in this agreement as indicated by the signatures herein below of their duly authorized representative (s). This agreement is effective upon the date of signature by the last party thereof.

CITY OF MARSHFIELD, WISCONSIN

UNITED STATES OF AMERICA,
Federal Aviation Administration

By: _____

By: _____

Title: _____

Jana C. Blanco
Title: Real Estate Contracting Officer

Date: _____

Date: _____

1.3.3 Memorandum of Agreement

CLSA January 2016

OMB Control No. 2120-0595



**Northway
Communications, Inc.**

105 East Oak St. Wausau, WI 54401 715-842-0841 FAX 715-848-1413

November 18, 2016

To whom it may concern,

Enclosed are two copies of a proposed annual maintenance contract for 2017. Please review the contract, and if everything looks satisfactory sign both copies. Return one copy to Northway Communications, and keep the other copy for your records. If your company requires purchase orders, please assign one and send that to me as well. If you have any questions, please call and ask for Betsy or Scott. Thank-you.

Sincerely,

Betsy Duginski
Accounts Receivable/Administrative Assistant
Northway Communications, Inc.



Northway Communications Inc
 105 East Oak Street
 Wausau, WI 54401 715-842-0841
 www.northwaycom.com

Service Contract

Name MARSHFIELD MUNICIPAL AIRPORT
 Attention JEFF GAIER
 Address _____
 City _____ State _____ ZIP _____
 Phone _____

Date 1/1/2017
 Start Date _____
 Payment Period ANNUAL

Qty	Description	Unit Price	TOTAL
1	Annual Check of SDF Including Travel	\$562.50	\$562.50
3	Quarterly Checks of SDF Including Travel	\$468.75	\$1,406.25
8	Monthly Checks of SDF Including Travel	\$375.00	\$3,000.00
1	Quarterly and Annual Checks of LOM and OM	\$1,050.00	\$1,050.00
SERVICES PERFORMED DURING HOURS OF 8:00 AM TO 5:00 PM MONDAY THRU FRIDAY EXCLUDING HOLIDAYS			

SubTotal **\$6,018.75**

Taxes _____
TOTAL **\$6,018.75**

The annual and quarterly checks will take place on the months that do not have monthly checks.

Office Use Only

FCC Licensee:
 (Print) _____
 (Sign) _____

Northway Communications Inc:
Scott D. Page
 by: Scott D. Page/kopf, Vice President

**Joint Municipal Court Advisory Committee meeting
December 15, 2016**

Present: City of Marshfield: Councilmembers Earll, Wagner; Administrator Barg
Village of Spencer: Village Trustee Day
Absent: City of Marshfield: Councilmember Feddick; Police Chief Gramza
Village of Spencer: Village Trustee Toufar
Others: Municipal Court Clark Carlson, Village Clerk/Treasurer Hensch, Village
Police Chief Bauer

Chairman Wagner called the meeting to order at 5:02 p.m. in Room 108 of Marshfield City Hall Plaza.

Approve minutes – November 29th

Earll moved and Day seconded a motion to approve the November 29th meeting minutes as presented. Motion carried.

Review revised financial report

Barg and Carlson presented a financial report that was revised since the Committee's last meeting, and they apologized for the error on the original report. The Village of Spencer is now given full credit for the \$33 per ticket revenue retained by the City under the joint agreement. Under the new calculation, City staff currently anticipates there will be excess revenue of roughly \$5,400 due to the Village for 2016. Earll moved and Day seconded a motion to accept the revised financial report. Motion carried.

Approve amended agreement (frequency of payments)

After a brief discussion, Day moved and Earll seconded a motion to recommend that the joint municipal court agreement be amended to modify the City's payments to the Village of Spencer for excess revenue due to the Village, so that these payments would be made within 30 days of the end of each calendar quarter. Motion carried. This recommendation now goes to the City Council and Village Board for review and approval. Barg said that, in accordance with this approach, he'll ask the City's Finance staff to calculate and send the Village's payment by the end of January 2017.

Discuss date/time for next meeting

It was agreed to hold the next meeting at the call of Chairman Wagner. This could be in connection with a request from the Village of Stratford to join the joint municipal court, or for any other issue that might arise. It's expected that the Committee will meet at least once per year to make sure that the joint municipal court is operating well.

With no more business before the Committee, Day moved and Earll seconded a motion to adjourn. With no objections, Wagner declared the meeting adjourned at 5:10 p.m.

Respectfully submitted,
Steve Barg, City Administrator

2017 COMPREHENSIVE PLAN UPDATE STEERING COMMITTEE MINUTES
OF THURSDAY, DECEMBER 15, 2016

Meeting called to order by Chairperson Gustafson 3:10 P.M. in Conference Room 108 of City Hall Plaza.

PRESENT: Chairperson Joe Gustafson; Alderperson Ed Wagner; Dan Knoeck; Bob Haight; Justin Casperson; Bob Trussoni; Dan Knoeck; and Michelle Morley (via phone).

ABSENT: Mayor Chris Meyer (excused); Vice Chairperson Ann-Marie Nelson Brine; and (excused), Sam Warp (excused).

ALSO

PRESENT: Matt McLean, Marshfield Convention and Visitors Bureau Director, Karen Olson, Business Development Director for Marshfield Area Chamber Foundation, Josh Miller, City Planner and Sam Schroeder, Zoning Administrator.

Approval of the Minutes – November 17, 2016

CPSC16-11 Motion by Knoeck, second by Casperson to approve the minutes of November 15, 2016.

Motion Carried.

Citizen Comments

No citizen's comments.

Review Utilities and Community Facilities Chapter Goals, Objectives, and Policies

After a brief discussion at the November 17, 2016 CPSC meeting, staff wanted to bring back the Goals, Objectives, and Programs, Policies, and Recommendations from the Utilities and Community Facilities chapter for additional discussion.

Trussoni suggested revisiting some of the references and maps provided in the draft Chapter that detail specific utility equipment within the City that is typically not publicized for safety purposes.

Review Economic Development Chapter

Miller gave an overview of the Economic Development Chapter. This Chapter will also be presented to the Economic Development Board sometime in January and staff will consult with McLean and Olson to see if the CVB Board or the MACCI Board would like separate presentations for further discussion.

The committee compared the existing economic characteristics of Marshfield to previous documented census data, the surrounding area, the County averages and the State averages.

Knoeck and Olson suggested to staff to review the available supply of platted lands within the City industrial and business parks. Some of the land included in the

Yellowstone Industrial Park is currently not owned by the City and is not necessarily available for development.

Olson suggested adding education including the UW and Mid-State Tech Colleges to the Economic Strengths list. Olson also questioned the source of some of the listed issues within the Summary. Miller explained that many of the listed issues and opportunities listed in this section come from public input which would be the public's perception of the economic characteristics within Marshfield.

Adjourn.

Do to the loss of a quorum, Chairperson Gustafson requested a motion to adjourn the meeting at 4:00 pm.

Motion by Haight, second by Trussoni to adjourn the meeting.

Motion Carried.

The following items will be discussed at the upcoming meeting tentatively scheduled for Thursday, January 19, 2016 in Conference Room 108 of City Hall Plaza at 3:00 pm.

- Review Economic Development Chapter Goals, Objectives, and Policies
- Discuss Recent and Future Forum Meetings

Respectfully submitted,

Sam Schroeder
Zoning Administrator

EVERETT ROEHL MARSHFIELD PUBLIC LIBRARY
BOARD MEETING
105 S Maple Ave, Marshfield, WI 54449
December 20, 2016
7:00 a.m.

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

Present: Joanne Ampe, Tom Buttke, Mary Hartl, Marci Jackson (arr 7:09 a.m.), Xin Ruppel, Pat Saucerman, Don Schnitzler, Jean Swenson, Kim Vrana, and Library Director Lori Belongia.

Absent: Ruth Voss

Also Present: Anna Linzmeier

Citizen's comments, correspondence and announcements: Thank you card from MACCI's Leadership Marshfield for coordinating the Community Engagement Day. Thank you card from Big Brothers Big Sisters for inviting them to be part of the annual Great Things are Happening Here event. Thank you card from Judy Fritz in appreciation for the new library, to all the contributors, and to everyone involved in the planning. Letter from Jane Austin announcing her retirement effective January 13, 2017. Kris Keogh was present to accept a plaque of appreciation for her service to the Library Board.

Changes or additions to the agenda: None.

LB16-78 Minutes of the Library Board Meeting: Motion by Vrana, second by Schnitzler to approve and place on file the minutes of the November 15, 2016 Library Board Meeting. All ayes. Motion carried.

LB16-79 Director's Report: Motion by Hartl, second by Buttke to receive and place on file the November 2016 Director's Report. All ayes. Motion carried.

LB16-80 2nd November and 1st December Vendor Lists: Motion by Ampe, second by Ruppel to approve Vendor Lists. All ayes. Motion carried.

LB16-81 November 2016 Financial Control Report: Motion by Buttke, second by Schnitzler to receive and place on file the November 2016 Financial Control Report. All ayes. Motion carried.

LB16-82 Business

Election of a Vice-President to fill the position vacancy created by Kris Keogh's resignation: Swenson called for nominations. Buttke nominated Ampe who declined the nomination. Swenson called again for nominations. Buttke nominated Ruppel, second by Vrana. Swenson called a third time for nominations. Hearing no further nominations, motion by Schnitzler, second by Buttke to close the nominations and unanimously elect Ruppel as Vice-President. All ayes. Motion carried.

Approval of minutes from December 15, 2016 Personnel Committee Meeting: Motion by Saucerman, second by Hartl to approve and place on file the minutes of the December 15, 2016 Library Personnel Committee Meeting with the following corrections: change heading from "Library Board" to "Library Personnel Committee", add "effective July 1, 2017" to item LB16-76, add "effective April 1, 2017" to item LB16-77, strike Swenson as adjourning the meeting and change it to Hartl who adjourned the meeting. All ayes. Motion carried.

2017 Budget: Jean Swenson spoke at the common council meeting to encourage the city to begin work on the Community Center.

Community Center: Belongia updated the board on the project. A lease and terms were extended to ADRC which they declined to accept due to financial concerns. Other community groups may have interest in being part of the Community Center. Asbestos removal will most likely be the first step in the renovation of the building. Effective January 1, 2017, the Community Center will be under the care of the Parks and Rec Department. The Library maintenance staff will continue to do a daily walk thru to ensure everything is functioning as it should and report to Parks and Rec. Leadership Marshfield wishes to assist with establishing a coffee service in the atrium.

LB16-83

Minutes of other organizations: Motion by Schnitzler, second by Ruppel, to accept and place on file the minutes of the August 3, 2016 Marshfield Public Library Foundation Board, November 15, 2016 FOMPL Board, and the November 18, 2016 SCLS Board of Trustees. All ayes. Motion carried.

Adjournment: Seeing no other business to come before the board, Swenson adjourned the meeting at 7:49 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Hartl".

Mary Hartl
Secretary

COMMUNITY DEVELOPMENT AUTHORITY
Finance and Strategic Planning Committees
December 20th, 2016

The Finance and Strategic Planning meeting of the Community Development Authority was called to order by Finance Committee Chairperson Dave LaFontaine at 1:33 p.m. in the Cedar Rail Court Executive Conference Room, located at 601 S. Cedar Avenue, Marshfield, WI.

Affirmation of Proper Posting of Meeting: Meeting posted December 15, 2016 at 4:53 p.m.

ROLL CALL:

PRESENT: Dave LaFontaine, Andy Keogh, Tom Buttke, Peter Hendler

OTHERS PRESENT: Mary James-Mork – Executive Director, Carol Kerper – Business Manager,
Tim Geldernick – Environmental Services Manager

Declaration of a Quorum.

Identify any Potential Conflicts of Interest: None

Public Comment: None

CDA 16-F12-1 Motion by Buttke, second by Hendler to accept and recommend the November, 2016 financial reports for board approval. 4 Ayes

MOTION CARRIED

Cable television costs paid by the CDA and monthly resident cable fees were reviewed.

CDA 16-F12-2 Motion by Hendler, second by Keogh to implement a \$10.00 monthly fee increase for those residents who subscribe to cable television. 4 Ayes

MOTION CARRIED

Status of Current Capital Projects:

No capital projects are in process at this time. Exterior door canopy replacement at Cedar Rail and carpet installation in the main entryways at Parkview will be completed in January.

Update on RAD Conversion Process:

Required information is being compiled for the second round submission for a grant available for the initial reserve deposit for the scattered sites.

Next meeting will be held on Tuesday, January 17th, 2017 at 1:30 p.m. in the Cedar Rail Executive Conference room.

New Business:

Employee Handbook and Program Administrative Policies will be reviewed to identify categories within that may require updating by the Policy Review Committee.

Meeting declared adjourned at 2:12 p.m. by Chairperson LaFontaine.

Respectfully submitted,

Mary James-Mork
Executive Director

Dave LaFontaine
Chairperson

BOARD OF PUBLIC WORKS MINUTES
OF JANUARY 3, 2017

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

PRESENT: Tom Buttke, Ed Wagner, Mike Feirer, Chris Jockheck & Gordon Earll

EXCUSED: None

ALSO PRESENT: Alderpersons Witzel, Feddick & Hendler; City Administrator Barg; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; City Clerk Hall; Street Superintendent Winch; Parks, Recreation & Forestry Director Casperson; the media; and others.

PW17-01 Motion by Feirer, second by Wagner to recommend approval of the minutes of the December 19, 2016 Board of Public Works meeting.

Motion Carried

Citizen Comments: None

PW17-02 Motion by Feirer, second by Earll to recommend approval of the purchase of the Brine Boss/Blend Boss from Force America (Varitech Industries) of Alexandria, MN at a cost of \$82,000 and authorize execution of a purchase agreement.

Motion Carried

PW17-03 Motion by Wagner, second by Jockheck to recommend approval of the plans for Zoo Maintenance Building and authorize staff to solicit bids.

Motion Carried

PW17-04 Motion by Feirer, second by Wagner to recommend approval of revisions to Policy 5.051 Banner Policy and Decorations on Historic Light Poles as presented. (Note – this will eliminate the placement of large banners on the pedestrian bridge over Veterans Parkway and on the Peach Avenue Underpass.)

Motion Carried

Recommended items for future agendas: Alderman Wagner would like a discussion on parking enforcement.

Motion by Wagner, second by Earll that the meeting be adjourned at 5:39 PM.

Motion Carried

Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS

JUDICIARY AND LICENSE COMMITTEE
MINUTES OF JANUARY 3, 2017

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

PRESENT: Alderpersons Ed Wagner, Alanna Feddick and Gordon Earll

EXCUSED: None

ALSO PRESENT: Alderpersons Buttke, Hendler and Feirer, Police Lt. Larson and City Clerk Hall

JLC17-001 Motion by Feddick, second by Earll to approve the minutes of the December 20, 2016 meeting.

Motion carried

CITIZEN COMMENTS

None

JLC17-002 Motion by Earll, second by Feddick to approve seven (7) Beverage Operator Licenses for the 2015-2017 license year to: Victoria Brant, Mary Farrell, Bryce Jozwiak, Gary Kostuch, Natalie Meyer, Lynne Petersen and Rory Retterath.

The bartender application of Shannon Cwiklo was pulled to be acted on separately.

Vote on motion JLC17-002.

Motion carried

JLC17-003 Motion by Earll, second by Feddick to grant a Beverage Operator License to Shannon Cwiklo with 25 demerit points assessed for her DUI.

Motion carried

JLC17-004 Motion by Feddick, second by Earll to deny a Beverage Operator License to Adam Karau with 50 demerit points assessed; 25 demerit points for not listing his violations and 25 demerit points for not listing his felonies. Nay – Wagner

Motion carried

JLC17-005 Motion by Earll, second by Feddick to grant a Beverage Operator License to Elizabeth Stuttgen with 25 demerit points assessed for failure to list her violations.

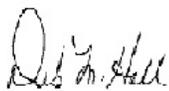
Motion carried

Future Agenda Items

None

Motion by Feddick, second by Earll to adjourn at 5:12 p.m.

Motion carried



Deb M. Hall
City Clerk

FINANCE, BUDGET AND PERSONNEL COMMITTEE
MINUTES OF JANUARY 3, 2017

Meeting called to order by Chairperson Feddick at 6:00 p.m., in the Common Council Chambers, City Hall Plaza.

PRESENT: Alderpersons Alanna Feddick, Jason Zaleski, Tom Witzel, and Peter Hendler

ABSENT: Alderperson Rebecca Spiros

ALSO PRESENT: Alderpersons Earll, Buttke, Jockheck and Wagner, City Administrator Barg, media and City Personnel (Jennifer Rachu, Keith Strey, Jason Angell, Tom Turchi and Deb M. Hall)

Citizen Comments

None

FBP17-001 Motion by Witzel, second by Zaleski to approve the items on the consent agenda:

1. Minutes of the December 20, 2016 meeting.
2. Bills in the amount of \$523,226.26
3. Report of Personnel Actions of January 3, 2017.
4. Monthly Position Control Report as of December 31, 2016.

Motion carried

No items were removed from the consent agenda.

FBP17-002 Motion by Hendler, second by Zaleski to recommend approval of Budget Resolution No. 01-2017, transferring \$22,000 from the General Fund Contingency Budget to the General Fund Drug Court Program Budget for extension of Wood County Drug Court to provide services within the City of Marshfield.

Motion carried

The discussion regarding the merit pay plan proposal for the Marshfield Police Department was held over until the January 17th meeting.

FBP17-003 Motion by Hendler, second by Zaleski to approve submitting the position description for the Administrative Assistant (.5 FTE) in the City Clerk's office for review, and authorize developing a cost analysis for Committee Review.

Motion carried

FBP17-004 Motion by Zaleski, second by Feddick to approve the amended Joint Municipal Court Agreement.

Motion carried

FBP17-005 Motion by Hendler, second by Zaleski to approve the appointment of Pat Kilty as Acting Building Inspector, effective January 8, 2017, and approve the temporary pay rate adjustment.

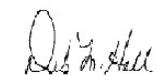
Motion carried

FUTURE AGENDA ITEMS

Communication Ideas (staff person, internship, etc.)

Motion by Hendler, second by Zaleski to adjourn at 6:14 p.m.

Motion carried



Deb M. Hall
City Clerk



City of Marshfield Memorandum

Date: January 3, 2017
To: Finance, Budget & Personnel Committee
From: Jen Rachu, HR Manager/Assistant to the City Administrator
RE: Administrative Assistant-Clerk's Office

BACKGROUND

The Clerk's Office is currently staffed with a 1.0 FTE City Clerk, 1.0 FTE Deputy Clerk, and a casual/temporary Clerical Assistant. According to the City Clerk, there has been an ongoing need for additional administrative assistance in the Clerk's Office to support the daily operations of the department.

ANALYSIS

A job description has been created for an Administrative Assistant position for the Clerk's Office. This job description is attached for your review. The next step is to have this position evaluated through Carlson Dettman to designate the appropriate pay grade.

Once a pay grade is determined, staff would develop a cost analysis and would complete the Position Justification Form to bring back to the Finance, Budget & Personnel Committee for further review with the intent to replace the current casual/temporary clerical assistant with a part time position.

RECOMMENDATION

Staff is requesting approval to submit the position description to Carlson Dettman for review and to develop the cost analysis with the intent to replace the current casual/temporary position within the Clerk's Office to a part-time position (0.5 FTE) in 2017.

Concurrence:

Steve Barg, City Administrator



City of Marshfield Memorandum

TO: Finance, Budget and Personnel Committee

FR: Deb M. Hall

DT: January 3, 2017

RE: Permanent Part-Time Employee

I am requesting consideration of making the Clerk’s Temporary Part-Time position a Permanent Part-Time position.

The City Clerk’s department has been a two-person office for as long as I can tell. By purchasing new software for licensing and special assessments and by streamlining our processes we have been able to get by with two people but that is all we are doing. We are just getting by. Many projects are put on the back burner because we have to focus on the immediate tasks before us at the time. There never seems to be a down time for this office anymore.

In 2007, I was able to establish set hours for our Temporary Part-Time Clerk. This has helped tremendously because we were able to assign specific job duties to her and she covered the front counter which freed up some of Lori’s time so that she could focus on her responsibilities. But it still doesn’t solve the problem because there are many days/weeks that she is not able to work. There are days when only one person is working in the office and then we have to close the office during the lunch hour which doesn’t make our customers happy and when you are the one working alone you don’t get too much work done because of customers coming to the counter and the many, many phone calls that we receive during the day.

ELECTIONS

Every other year we have two to four elections. The years that we have four elections are very hectic. With the enactment of the HAVA Act, it has created many new election processes which take more time to complete. On the years that we have four elections, this position only works on election related items; Registering people to vote, Absentee Ballots, Preparing Election Supplies for Election Day; Sending out correspondence to the electors; Filing of Registration Forms; Changing Addresses and keeping track of the electors that need to be made Inactive, etc. After an Election, all new registrations have to be entered within 30 days. This is not always possible especially during a Presidential

Election when we have over 1500 new registrations. These are just the people that register on Election Day and it does not include the hundreds of people that come in before the election to register. She also has to enter everyone that voted at the election.

On the years that we only have two elections, this position works on completing the filing of all the registration forms from that year's election and the past elections. When all the election duties are completed, she focuses on the clerk duties.

CLERK

This position is responsible for taking care of the front counter, answering the phone, typing, updating the Ordinance, Resolution and Budget Resolution files after they have been approved by the Common Council, Agenda Packets, Licenses, Completing Property Information Requests forms and invoicing to the various businesses at month-end, Filing, and other misc. jobs that come up during the year. She also covers the office when the City Clerk and Deputy Clerk are attending mandated training courses or at the WMCA Conference.

Advantages of having a permanent part-time position:

1. We would always have coverage for this office. There are times when we currently have to close the office during lunch hours because there is only one person working the office.
2. Responsible for the front counter during their scheduled work hours which would free up the Deputy Clerk's time to get her work completed.
3. This position would be assigned certain job responsibilities such as filing, special assessments, completing Property Information Request Forms, licensing, elections, etc.
4. Better continuity with workflow.
5. We could be proactive instead of always reactive.
6. A permanent employee would have better awareness/understanding of office operations.
7. It would save on the many hours of comp time that is accrued by the Deputy Clerk during the year. The Deputy Clerk's position is hourly and every time she has to stay late to complete her work it costs the city either over time or comp time. Between vacations (5 weeks), personal holidays and sick time it is difficult to use the additional comp time that has accrued and to find coverage for when she is absent.

We are unique in our situation because we are the only two person office at City Hall that has no backup. The only other two person office is the Mayor's office. Between the Mayor's Office and the Administrator's Office they work together with the work load and for coverage of the office. Every other department at City Hall has more than two permanent positions.

The workload continues to increase and two people can not handle everything. In order for us to do our job effectively and efficiently we need to hire a permanent part-time clerk to help with all the job responsibilities that this office has to carry out.

We are finding it more difficult to fill the temporary position when it is vacant. We receive very few applicants because those that are looking to work also need the benefits and are looking for a set schedule.

RECOMMENDATION

Approve the hiring of a Permanent Part-Time Clerk's position for the City Clerk's office.

Concurrence:



Steve Barg, City Administrator



JOB TITLE: Administrative Assistant
DEPARTMENT: Clerk's Office
SUPERVISOR: City Clerk
COMPENSATION GRADE:

JOB SUMMARY

Under supervision, the Administrative Assistant performs basic clerical and administrative duties for the City Clerk's Department. This position reports to the City Clerk.

JOB DESCRIPTION

Task No.	Description	Frequency
1.	Customer Service - Provides information and assistance to visitors and others having business with the City; assists customers with applications, government forms and other documents; answers phones; responds to requests for information within the span of authority	20%
2.	Performs clerical and administrative duties, including data entry, record keeping, preparing and processing various documents and maintaining files; agendas and packets	5%
3.	Prepares documents, collects data, and enters information into computer tracking systems; scans, prepares and proofreads documents for distribution	5%
4.	Election Administration – Maintains voter/election records, processes voter and absentee applications, cancels voters.	30%
5.	Property Information Requests – Processes requests and payments, records any outstanding special assessments, routes form to other appropriate departments and sends completed forms to appropriate Title Companies, Realtors, etc.	10%
6.	Processes Licenses – Assists customers with applications; enters application into the computer and also processes payment.	15%
7.	Special Assessments – Helps process the loans and payoffs.	5%
8.	Tax Bills – Helps with preparation of the delinquent charges and specials assessments that need to be placed on the tax bills each year.	2%
9.	EDMS – Scans in the City Clerk documents into the document imaging system.	2%
10.	Journal – Creates the Council Journal which is a permanent record of all proceedings at each Council meeting.	2%

11.	Filing – Files minutes, records, contracts, etc.	2%
12.	Performs other related tasks as needed.	2%

QUALIFICATIONS

Education Required:

High School diploma or GED equivalent,

Experience Required:

One (1) year of clerical and computer experience

Knowledge/Skills Required:

Knowledge of the principles of record keeping and records management

Skill in data entry

Skill in operating a personal computer utilizing a variety of business software

Skill in effective oral and written communication

Must be able to work independently





City of Marshfield Memorandum

DATE: December 29, 2016
TO: Finance, Budget & Personnel Committee
FROM: Steve Barg, City Administrator
RE: Amended joint municipal court agreement with the Village of Spencer

Background

On November 29th and December 15th, the Joint Municipal Court Advisory Committee met to review the joint court's 1st year of operation. Discussion occurred on the schedule for the City's payments to the Town for any excess revenues they generate. The current agreement calls for these payments to be made every month, but to better accommodate the City, Town representatives were accepting of changing the timing to a quarterly basis. I've attached 2 copies of the proposed amended agreement for your review: one with the change red-lined; the other with the old language removed and new language highlighted. The Advisory Committee recommended approval, but the Spencer Village Board and the Marshfield City Council must approve the amended agreement for it to be effective.

Recommendation

Staff recommends approval of the proposed amended agreement.

**Joint Municipal Court Advisory Committee meeting
December 15, 2016**

Present: City of Marshfield: Councilmembers Earll, Wagner; Administrator Barg
Village of Spencer: Village Trustee Day
Absent: City of Marshfield: Councilmember Feddick; Police Chief Gramza
Village of Spencer: Village Trustee Toufar
Others: Municipal Court Clark Carlson, Village Clerk/Treasurer Hensch, Village
Police Chief Bauer

Chairman Wagner called the meeting to order at 5:02 p.m. in Room 108 of Marshfield City Hall Plaza.

Approve minutes – November 29th

Earll moved and Day seconded a motion to approve the November 29th meeting minutes as presented. Motion carried.

Review revised financial report

Barg and Carlson presented a financial report that was revised since the Committee's last meeting, and they apologized for the error on the original report. The Village of Spencer is now given full credit for the \$33 per ticket revenue retained by the City under the joint agreement. Under the new calculation, City staff currently anticipates there will be excess revenue of roughly \$5,400 due to the Village for 2016. Earll moved and Day seconded a motion to accept the revised financial report. Motion carried.

Approve amended agreement (frequency of payments)

After a brief discussion, Day moved and Earll seconded a motion to recommend that the joint municipal court agreement be amended to modify the City's payments to the Village of Spencer for excess revenue due to the Village, so that these payments would be made within 30 days of the end of each calendar quarter. Motion carried. This recommendation now goes to the City Council and Village Board for review and approval. Barg said that, in accordance with this approach, he'll ask the City's Finance staff to calculate and send the Village's payment by the end of January 2017.

Discuss date/time for next meeting

It was agreed to hold the next meeting at the call of Chairman Wagner. This could be in connection with a request from the Village of Stratford to join the joint municipal court, or for any other issue that might arise. It's expected that the Committee will meet at least once per year to make sure that the joint municipal court is operating well.

With no more business before the Committee, Day moved and Earll seconded a motion to adjourn. With no objections, Wagner declared the meeting adjourned at 5:10 p.m.

Respectfully submitted,
Steve Barg, City Administrator

AMENDED

AGREEMENT TO OPERATE A JOINT MUNICIPAL COURT FOR THE CITY OF MARSHFIELD AND VILLAGE OF SPENCER

This AMENDED Agreement is entered into this _____ day of _____, 2016, by and between the City of Marshfield (Marshfield) and the Village of Spencer (Spencer), both municipal corporations which are organized and existing under the laws of the State of Wisconsin, hereinafter called the "Member Municipalities".

WHEREAS, Section 755.01(1) of Wisconsin Statutes provides that a municipality may establish a municipal court to be maintained at the expense of the municipality; and,

WHEREAS, Section 755.01(4) of Wisconsin Statutes provides that two or more cities, town or villages may enter into an agreement under Section 66.0301 of Wisconsin Statutes for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected city, town or village; and

WHEREAS, member municipalities have expressed a willingness to enter into an agreement for the joint operation of a municipal court pursuant to Section 66.0301 of Wisconsin Statutes.

NOW, THEREFORE, In consideration of the benefits expected to be realized by each municipality from joint operation of the municipal court, the member municipalities contract and agree as follows:

- 1) **TERM.** This agreement shall be in effect for the period beginning on the date when it has been duly executed by both member municipalities, and shall remain in effect until either party takes action to abolish the Court.
- 2) **GENERAL.** The Court shall be organized and shall operate pursuant to, and in full accordance, with Chapter 755 and Section 66.0301 of Wisconsin Statutes., ordinances adopted by the member municipalities, and the terms of this agreement. Should any conflicts arise, applicable portions of Wisconsin Statutes shall prevail.
- 3) **ORGANIZATION.** Except for matters required by Wisconsin Statutes to be determined by governing bodies of the respective member municipalities, general operations of the court shall be under the City of Marshfield, and the jurisdictional authority of the court shall be exercised by the Municipal Court Judge.
- 4) **CLERK AND JUDGE.** The Court Clerk and Judge shall both be employees of the City of Marshfield, with wages and any fringe benefits established by the Marshfield City Council. The clerk shall be appointed by the Judge, pursuant to Section 755.10 of Wisconsin Statutes.
- 5) **FORFEITURES, FEES, PENALTY ASSESSMENTS AND COST.** The Court Clerk shall pay over all forfeitures, fees, penalty assessments, and costs paid to the Court under a judgment to the City of Marshfield Finance Director by the close of business on the Tuesday of the week following receipt. At time of payment, the Judge shall provide supporting documents for receipts, including citation numbers, the offense for which forfeiture was imposed, and the total of all forfeitures, fees, penalty assessments, and costs, if any. The City shall create a separate special revenue fund to account for funds collected on citations issued by the Village of Spencer. The Finance Director shall credit this special revenue fund as monies are received from the Court. By the 10th day of each month, the Finance Director shall disburse all costs, assessments, and surcharges due by law to Wood and/or Marathon County, or the State of Wisconsin~~7.-~~ Within 30 days of the end of each calendar quarter, the Finance Director shall disburse to the Village of Spencer the appropriate net revenue received from Village of Spencer citations, once the City's costs and other applicable fees have been deducted, and all forfeitures collected on Village of Spencer citations during the previous month.

- 6) **BUDGET.** The Judge's office shall submit an annual budget to the City's Finance Director by no later than July 31st of each year for the following year. Prior to submission, Village of Spencer representatives shall be given a reasonable opportunity to review and comment on the proposed budget. Once approved by the Marshfield City Council, the budget shall be officially established for Court operations for the following year.
- 7) **ADVISORY COMMITTEE.** An Advisory Committee shall be created to review issues or concerns relating to the Court, but the Committee shall have no formal power or authority. The Committee shall be comprised of five (5) members appointed by the City of Marshfield, and two (2) members appointed by the Village of Spencer. The Committee will meet only when deemed necessary and appropriate to address any issues or concerns.
- 8) **EFFECTIVE DATE.** This agreement shall not take effect until it has been approved by governing bodies of both municipalities, and both members have adopted substantially identical ordinances relating to establishment and operation of the Court. Once a joint municipal court is established, the Village of Spencer shall not create a separate municipal court under Wisconsin Statutes. Upon adoption, each municipality shall send a certified copy of its ordinance to the appropriate filing officer noted in Section 11.02(3)(e) of Wisconsin Statutes.
- 9) **ELECTION OF JUDGE.** As this agreement is being signed during the term of the current Judge, this Judge shall continue to serve in this capacity until the end of his term of office. At that time, an election shall be held as outlined in Section 755.01(4) of Wisconsin Statutes, with electors from each municipality eligible to vote. The judge must be a practicing attorney, currently licensed by the State of Wisconsin.
- 10) **FINANCIAL PARTICIPATION.** During the term of this agreement, the financial arrangement shall be as follows:
 - a) The City of Marshfield shall retain \$40 from all Village of Spencer citations; keeping \$35, and sending \$5 to the State of Wisconsin. The City reserves the right to adjust this annually as needed, depending on the actual cost of court services and revenues received, and to recoup the Village of Spencer's share of necessary improvements (computer software, etc.) Adjustments can also be made as a result of any statutory changes impacting costs or fees.
 - b) The City of Marshfield reserves the right to assess an added charge each year for shortfalls that exist between funds retained from Village of Spencer citations and the amount required to cover any extra costs related to the Village of Spencer, including, but not limited to, staffing, technology needs, etc.
 - c) The Village of Spencer shall make its own arrangements for legal services, and shall bear the full cost associated with prosecuting all citations issues by the Village of Spencer's Police Department.
- 11) **TERMINATION.** Either member may elect to withdraw from the joint municipal court at any time, and for any reason, if written notice is given to the other member at least 90 days in advance. Neither member may seek to abolish the Court while this agreement is in effect. If the Village of Spencer elects to withdraw, the Village will be required to reimburse the City of Marshfield for any existing net shortfall at the time of termination.

In Witness Whereof, the parties have executed this agreement under seal to take effect on the above written date.

CITY OF MARSHFIELD

Approved: _____
Date

By: _____
Mayor

Attest: _____
Clerk

Finance Director

VILLAGE OF SPENCER

Approved: _____
Date

By: _____
President

Attest: _____
Clerk

Treasurer

AMENDED

AGREEMENT TO OPERATE A JOINT MUNICIPAL COURT FOR THE CITY OF MARSHFIELD AND VILLAGE OF SPENCER

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WHEREAS, Section 755.01(4) of Wisconsin Statutes provides that two or more cities, town or villages may enter into an agreement under Section 66.0301 of Wisconsin Statutes for the joint exercise of the power granted under Section 755.01(1), after enactment of identical ordinance by each affected city, town or village; and

WHEREAS, member municipalities have expressed a willingness to enter into an agreement for the joint operation of a municipal court pursuant to Section 66.0301 of Wisconsin Statutes.

NOW, THEREFORE, In consideration of the benefits expected to be realized by each municipality from joint operation of the municipal court, the member municipalities contract and agree as follows:

- 1) **TERM.** This agreement shall be in effect for the period beginning on the date when it has been duly executed by both member municipalities, and shall remain in effect until either party takes action to abolish the Court.
- 2) **GENERAL.** The Court shall be organized and shall operate pursuant to, and in full accordance, with Chapter 755 and Section 66.0301 of Wisconsin Statutes., ordinances adopted by the member municipalities, and the terms of this agreement. Should any conflicts arise, applicable portions of Wisconsin Statutes shall prevail.
- 3) **ORGANIZATION.** Except for matters required by Wisconsin Statutes to be determined by governing bodies of the respective member municipalities, general operations of the court shall be under the City of Marshfield, and the jurisdictional authority of the court shall be exercised by the Municipal Court Judge.
- 4) **CLERK AND JUDGE.** The Court Clerk and Judge shall both be employees of the City of Marshfield, with wages and any fringe benefits established by the Marshfield City Council. The clerk shall be appointed by the Judge, pursuant to Section 755.10 of Wisconsin Statutes.
- 5) **FORFEITURES, FEES, PENALTY ASSESSMENTS AND COST.** The Court Clerk shall pay over all forfeitures, fees, penalty assessments, and costs paid to the Court under a judgment to the City of Marshfield Finance Director by the close of business on the Tuesday of the week following receipt. At time of payment, the Judge shall provide supporting documents for receipts, including citation numbers, the offense for which forfeiture was imposed, and the total of all forfeitures, fees, penalty assessments, and costs, if any. The City shall create a separate special revenue fund to account for funds collected on citations issued by the Village of Spencer. The Finance Director shall credit this special revenue fund as monies are received from the Court. By the 10th day of each month, the Finance Director shall disburse all costs, assessments, and surcharges due by law to Wood and/or Marathon County, or the State of Wisconsin. Within 30 days of the end of each calendar quarter, the Finance Director shall disburse to the Village of Spencer the appropriate net revenue received from Village of Spencer citations, once the City's costs and other applicable fees have been deducted.

- 6) **BUDGET.** The Judge's office shall submit an annual budget to the City's Finance Director by no later than July 31st of each year for the following year. Prior to submission, Village of Spencer representatives shall be given a reasonable opportunity to review and comment on the proposed budget. Once approved by the Marshfield City Council, the budget shall be officially established for Court operations for the following year.
- 7) **ADVISORY COMMITTEE.** An Advisory Committee shall be created to review issues or concerns relating to the Court, but the Committee shall have no formal power or authority. The Committee shall be comprised of five (5) members appointed by the City of Marshfield, and two (2) members appointed by the Village of Spencer. The Committee will meet only when deemed necessary and appropriate to address any issues or concerns.
- 8) **EFFECTIVE DATE.** This agreement shall not take effect until it has been approved by governing bodies of both municipalities, and both members have adopted substantially identical ordinances relating to establishment and operation of the Court. Once a joint municipal court is established, the Village of Spencer shall not create a separate municipal court under Wisconsin Statutes. Upon adoption, each municipality shall send a certified copy of its ordinance to the appropriate filing officer noted in Section 11.02(3)(e) of Wisconsin Statutes.
- 9) **ELECTION OF JUDGE.** As this agreement is being signed during the term of the current Judge, this Judge shall continue to serve in this capacity until the end of his term of office. At that time, an election shall be held as outlined in Section 755.01(4) of Wisconsin Statutes, with electors from each municipality eligible to vote. The judge must be a practicing attorney, currently licensed by the State of Wisconsin.
- 10) **FINANCIAL PARTICIPATION.** During the term of this agreement, the financial arrangement shall be as follows:
 - a) The City of Marshfield shall retain \$40 from all Village of Spencer citations; keeping \$35, and sending \$5 to the State of Wisconsin. The City reserves the right to adjust this annually as needed, depending on the actual cost of court services and revenues received, and to recoup the Village of Spencer's share of necessary improvements (computer software, etc.) Adjustments can also be made as a result of any statutory changes impacting costs or fees.
 - b) The City of Marshfield reserves the right to assess an added charge each year for shortfalls that exist between funds retained from Village of Spencer citations and the amount required to cover any extra costs related to the Village of Spencer, including, but not limited to, staffing, technology needs, etc.
 - c) The Village of Spencer shall make its own arrangements for legal services, and shall bear the full cost associated with prosecuting all citations issues by the Village of Spencer's Police Department.
- 11) **TERMINATION.** Either member may elect to withdraw from the joint municipal court at any time, and for any reason, if written notice is given to the other member at least 90 days in advance. Neither member may seek to abolish the Court while this agreement is in effect. If the Village of Spencer elects to withdraw, the Village will be required to reimburse the City of Marshfield for any existing net shortfall at the time of termination.

In Witness Whereof, the parties have executed this agreement under seal to take effect on the above written date.

CITY OF MARSHFIELD

Approved: _____
Date

By: _____
Mayor

Attest: _____
Clerk

Finance Director

VILLAGE OF SPENCER

Approved: _____
Date

By: _____
President

Attest: _____
Clerk

Treasurer



City of Marshfield Memorandum

DATE: December 29, 2016
TO: Finance, Budget & Personnel Committee
FROM: Steve Barg, City Administrator
RE: Appointment of Pat Kilty as Acting Building Inspector

Background

Dick Pokorny resigned his position as the City's Building Inspector, effective January 7th. As noted in the attached memo from Jason Angell, we have not yet started the process of filling this vacancy, and the City has an immediate need to have someone in this position. Fortunately the current Electrical Inspector, Pat Kilty, completed his commercial building certifications this year, and he possesses the same level of certifications as Dick Pokorny. Therefore, it seems appropriate to appoint Pat Kilty to serve as Acting Building Inspector for this time period.

Interim pay rate

Point #7 of attached Policy 3.800 sets forth the compensation for temporary assignments. Under this policy, an employee temporarily reclassified is to be paid at the minimum step of the higher pay grade, or 5% more than their current pay rate, whichever is greater. As shown on the attached compensation plan, Pat is now paid at step 4 of grade K (\$29.76), and step 1 of Dick's grade (M) is \$30.77. In contrast, 5% above Pat's current pay would be \$31.25. While we usually don't place employees in between steps, this is a temporary assignment, so it would seem that \$31.25 per hour is appropriate.

Recommendation

I recommend that the Finance, Budget & Personnel Committee approve the appointment of Pat Kilty as Acting Building Inspector, subject to final approval by the City Council. This would be effective from January 9th until a new Building Inspector is appointed. His pay rate would be adjusted during this time period to \$31.25 per hour, in accordance with attached Policy 3.800.



City of Marshfield Memorandum

TO: Finance, Budget and Personnel Committee
FROM: Jason Angell, Director of Development Services
DATE: January 3, 2017

RE: Building Inspector – Interim Appointment

Background

After 21 years of working for the City of Marshfield, Dick Pokorny will be retiring on January 7, 2017. Dick will take with him a wealth of knowledge and expertise that has truly helped to shape this community for the past two decades.

Analysis

The position that will be vacated by Dick is currently labeled as – Building Inspector/Project Manager. This position shares in a variety of responsibilities with the majority of the time being dedicated to commercial plan review and inspections, facilities management and problem properties (nuisances).

As part of the reorganization plan that the Council adopted in 2015, this position was to be shared between the Development Services Department (75% for building inspection services) and Public Works Department (25% for facilities). Like any other time that a position becomes vacant, staff will take the time to evaluate the position and any changes to the responsibilities that may be necessary.

With Dick having just recently submitted his retirement notice, staff has not had the necessary time to evaluate how best to fill the position. Once things have been fully evaluated, and a plan developed, staff will come back to Finance, Budget and Personnel to ask for their approval to proceed with filling the position.

In the meantime, staff has identified a critical area that we feel needs to be addressed immediately. With a number of commercial projects currently under construction – Marshfield Clinic, Security Health Plan, Marshfield Dental Clinic, Forward Financial, UW-STEM, and others there is a need to fill the role of the commercial building inspector in order to allow these projects to continue moving forward. Fortunately for the City our Electrical Inspector, Pat Kilty completed his commercial building certifications in 2016. He now carries the same level of certifications that Dick possesses.

Appointing Pat as the Interim Building Inspector will assure that the commercial projects currently under construction can continue to proceed under the timeframes they are working under and that any new commercial plans that come in will be reviewed in a

timely manner. If appointed to Interim Building Inspector, Pat would still be required to fulfill his duties as Electrical Inspector.

Should the Committee agree with staff's recommendation to appoint an Interim Building Inspector, staff would also be requesting a temporary pay adjustment for the duration of the appointment. The Human Resources Manager/Assistant to the City Administrator is currently out of the office; therefore staff will bring forward a recommended pay adjustment for discussion at the meeting.

Staff Recommendation

Approve the appointment of Pat Kilty as Interim Building Inspector effective January 8, 2017 and that his wage is adjusted accordingly.

Concurrence:



Steve Barg, City Administrator

the maximum would be eligible for a one percent one-time payment (non-base building) assuming a successful performance appraisal.

6. Internal Promotions: An employee promoted to a position in the non-represented pay plan will be brought to the minimum of that range on the date of promotion. At the discretion of management:

- a) The employee may be placed at a salary within the pay grade established for their specific position classification per Paragraph 1;
- b) or upon documentation of satisfactory performance in the new position, the employee may progress to midpoint of the new range;
- c) or be placed at midpoint of the new range upon successful completion of the probationary period. This discretion is based on an assessment of the skills and experience required for the position and those possessed by the employee prior to promotion.

7. Temporary Assignment (Acting Duties): Upon the vacancy of an executive, administrative, or professional position or an extended leave of absence of such employee, the Human Resources Manager will confer with appropriate departmental personnel to determine who, if anyone will assume the additional duties and responsibilities. In the event an employee assumes additional work duties and responsibilities resulting from the vacancy or extended leave of absence for one full day or greater, he/she shall be temporarily reclassified to the supervisor's salary grade. Accordingly, he/she will assume the title of "acting (position title)" during this period of time. Temporary reclassifications are effective only upon recommendation of the City Administrator and approval of the Common Council.

An employee temporarily reclassified to a higher salary grade based on the circumstances described above will be compensated at the rate of pay corresponding to the minimum of the respective higher pay grade; or five percent above their current salary whichever is greater.

At the time the temporary assumption of additional work duties and responsibilities ceases, the employee will revert to the salary grade and step held at the time of the temporary reclassification occurred.

8. Out of Class Compensation: Employees in the Street Division and Parks and Recreation Department (Park employees) who work out of class will receive compensation according to the pay grade they are performing work when performing a higher level or more skilled level of work. The work performed in each classification is summarized on the non-represented compensation plan (detail). When working out of class an employee would be placed at the same step but in the appropriate pay grade for the time worked.

9. Classification Process of New Positions and Current Positions: The City will retain a compensation firm to classify newly approved positions and positions

CITY OF MARSHFIELD COMPENSATION SCALE EFFECTIVE JULY 1, 2016

Job Title	Department	Grade	One-year apart							Two years apart	Maximum		
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8		Step 9	
Deputy Fire Chief Fire (M-F)	Fire		92.5%	95.0%	97.5%	100.0%	102.5%	105.0%	107.5%	110.0%	112.5%		
Deputy Fire Chief Fire (Shift)	Fire		\$70,770.00	\$72,694.00	\$74,595.00	\$76,518.00	\$78,442.00	\$80,344.00	\$82,267.00	\$84,169.00	\$86,091.00		
Assistant City Engineer	Engineering	N	\$32.41	\$33.28	\$34.16	\$35.03	\$35.91	\$36.79	\$37.66	\$38.54	\$39.42		
Asst Street Superintendent	Street Division	M	\$30.77	\$31.61	\$32.44	\$33.27	\$34.09	\$34.92	\$35.76	\$36.60	\$37.43		
Asst Wastewater Superintendent	Wastewater Utility												
City Planner	Planning												
Civil Engineer II	Engineering												
Building Inspector Project Manager	Development Services												
Parks & Recreation Maint Supv	Parks & Recreation												
Parks & Recreation Supv II	Parks & Recreation												
PD Staff Services Supervisor	Police												
Technology Analyst	Technology												
Police Sergeant (Shift)	Police		\$64,016.00	\$65,744.00	\$67,471.00	\$69,198.00	\$70,924.00	\$72,649.00	\$74,376.00	\$76,125.00	\$77,852.00		
City Clerk	Clerk	L	\$29.15	\$29.93	\$30.72	\$31.51	\$32.31	\$33.09	\$33.88	\$34.67	\$35.45		
Deputy Assessor	Assessor	K	\$27.53	\$28.27	\$29.02	\$29.76	\$30.50	\$31.25	\$31.98	\$32.73	\$33.48		
Electrical Inspector / Asst Bldg Insp	Development Services												
Plumbing Insp / Asst Bldg Insp	Development Services												
GIS Coordinator	Planning												
<i>vacant grade</i>		J	\$25.89	\$26.59	\$27.29	\$27.99	\$28.69	\$29.39	\$30.09	\$30.78	\$31.49		
Cemetery Coordinator / Caretaker	Cemetery	I	\$24.27	\$24.93	\$25.58	\$26.24	\$26.90	\$27.55	\$28.21	\$28.86	\$29.52		
Facilities Maintenance Coordinator	Facilities Management												





City of Marshfield Memorandum

DATE: January 5, 2017
TO: Mayor Meyer & City Council
FROM: Steve Barg, City Administrator
RE: Budget Resolution No. 01-2017 (Drug court)

Background

On more than one occasion, including its last meeting on December 20th, the Council has expressed its desire to provide funding in support of extending Wood County Drug Court to provide services here in Marshfield, at an annual cost of \$22,000. Staff has drafted the attached budget resolution to transfer \$22,000 from the contingency budget for this use.

FBP Committee action

On January 3rd, the Finance, Budget & Personnel Committee voted to recommend that the Council approve Budget Resolution No. 01-2017.

Recommendation

Staff recommends approval of attached Budget Resolution No. 01-2017 as presented.

Concurrence:

Handwritten signature of Keith R. Strey.

Keith R. Strey, Finance Director

BUDGET RESOLUTION NO. 01-2017

A resolution changing the 2017 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 \$22,000 is hereby transferred from the General Fund, Contingency Budget, a/c # 1015156008.080000 to the General Fund, Drug Court Program Budget, a/c#1015292005.050000.
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. 01-2017 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund, a/c# 1015156008.080000:

1. 57350 – Reserved for Contingency	\$	22,000
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TRANSFERRED TO:

General Fund Drug Court Program Budget, a/c# 1015292005.050000:

1. 52100 – Contracted Services	\$	22,000
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* * * *



**City of
Marshfield**

Memorandum

January 5, 2017

TO: Mayor Meyer and Members of the Common Council

FROM: Dan Knoeck, Director of Public Works

SUBJECT: Revised Floor Plan for City Hall Remodeling

BACKGROUND

Staff has been working with Design Unlimited since last September to evaluate the conceptual floor plan for the new City Hall project. This process included evaluation of 3 alternatives, which were:

1. Locate the Common Council Chambers on the first floor
2. Enclose the existing drive-up canopy for use as office and/or garage space.
3. Evaluate the potential of adding a second story in the clerestory area for additional space.

Design Unlimited has provided a brief summary of their assessment of each of these alternatives (attached). In the end, only the first alternative is being recommended at this time.

ANALYSIS

Staff believes that the most significant opportunity of this project is to improve customer service. A primary customer interaction point is the Common Council Chambers where public meetings are held and the City's official business is conducted. With this move, the Common Council Chambers will also serve as the Municipal Court Room, another significant generator of customer interactions. With these factors in mind, staff felt it was critical to come up with a solution that improves customer access to the Council Chambers and that meant locating it on first floor. The revised floor plan now makes it very easy to access the chambers from the main lobby of the building.

To make room for the Council Chambers on first floor, IT has been moved to the lower level and the Clerk has been shifted further to the west. IT provides internal service only and doesn't need to be on first floor. The focal point of day-to-day customer interaction will be a single "front desk" with multiple departments represented to provide easy access for the public. The Clerk's space will be directly behind the "front desk" and will serve as the hub for customer interaction. Front line staff will be cross trained to the fullest extent

possible to be able to handle basic customer inquiries, regardless of their assigned department.

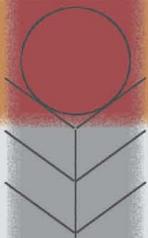
The attached Design Unlimited report also includes an updated cost estimate for the remodeling. An overview of the latest project cost estimate is provided below, and includes anticipated costs beyond the remodeling cost:

Remodeling w/Common Council Chambers on First Floor	\$576,000
Contingency (5%)	\$ 29,000
Fiber Optic Connection	\$ 38,000
Furniture Allowance	\$ 35,000
Security System Allowance	\$ 25,000
Moving Allowance	\$ 25,000
Technology Allowance	\$ 25,000
Signage Allowance	\$ 25,000
Total	\$788,000

The previous estimate provided to the Common Council in May of 2016 was \$700,000. Locating the Council Chambers on first floor does generate some additional costs, however, in the long run, this is a much better location for the chambers and an improvement over our current City Hall situation. Putting the chambers in a basement location in the new building would be a step backwards.

RECOMMENDATION

None at this time. Approval of the revised floor plan will be requested at the January 24th meeting.



DESIGN UNLIMITED

ARCHITECTS

City of Marshfield, WI
Director of Public Works
Attn: Dan Knoeck

January 5, 2017

Dan,

Over the previous few months, Design Unlimited of Marshfield, Inc. has worked closely with yourself and City Staff to formulate a plan for the proposed remodeling of the existing Forward Financial Bank building into a new Marshfield City Hall.

Per your direction, our initial task was to review the preliminary concept provided to the City by Zimmermann Architectural Studios, and compare it to the space needs and relationships we were ultimately given by each City Department. We felt it was very important to tour the existing City Hall and speak to each Department Head to best gauge their individual needs.

At the conclusion of our tours, and after multiple follow up meetings and discussions, we are pleased to present the following plan options along with their respective preliminary cost estimates.

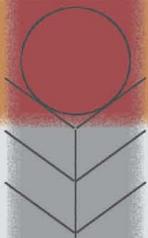
The feedback we have received to date has been extremely positive and we certainly hope that the Common Council will find the information to be beneficial. If you would like us to be available to answer any questions or concerns during your presentation, we certainly are willing to do so.

Prior to the Preliminary Plans and Cost Estimates, we are including a brief explanation of the Alternate Design Options we were asked to explore and where each option currently stands.

Again, we appreciate the opportunity to work on this exciting project for the City. We truly feel the concepts developed are effective and efficient solutions to the design challenges presented to us. We thank you and City Staff for your input to date and look forward to assisting as the project moves forward.

Sincerely,

Daniel J. Helwig, Architect AIA
Design Unlimited of Marshfield, Inc.



Overview of Alternate Design Options

In addition to developing the main remodeling options, The City's Request for Proposals for Architectural Services also asked the successful firm to evaluate (3) specific alternate ideas for the project. These alternates included:

1. Locate the Common Council Chambers and Municipal Court on the 1st Floor in the Northeast corner of the existing building. Previously the Chambers and Court were shown in the Lower Level of the plan included with the RFP.
2. Enclose the existing Drive Up canopy to create office space.
3. Evaluate the potential of adding a 2nd floor in the existing clerestory area for additional useable space.

Alternate 1:

During our initial review of the information given to us, it became readily apparent that locating the Common Council Chambers and Municipal Court in the Lower Level was problematic for multiple reasons. First, the location of the elevator in the existing building would require that the public access the building through the existing west entrance before transitioning through the Lower Level to the space designated for the new Chambers. Several additional doors would have been required to be added in order to ensure that Staff space was not accessible to the General Public. This presented many logistical and security concerns that would have resulted in the remodeled Lower Level being inefficient during normal Staff Operations.

With this in mind, and given the fact that there was space available in the Lower Level for the IT Department, the decision was made to proceed with locating the Chambers in the Northeast corner of the existing building as part of the main remodeling concepts. We have enlarged the existing Public toilet rooms into multi compartment ADA accessible Rest Rooms for public use during meetings. We also were able to incorporate adjacent space for Court functions and Cable TV.

This design allows the public to enter through the main vestibule on the Southeast corner of the existing building at ALL times. The West entrance can now become a secure entry for only Staff. We have provided a public corridor from the main Customer Service Area should visitors require use of the Elevator to see either the Engineering or IT Departments located on the Lower Level. It was also decided that in the event the public needs to use this corridor, they would be met by a Department representative to escort them to their final destination.

Overall, we feel locating the Chambers where they are presently shown is more of a necessity than an Alternate.



Alternate 2:

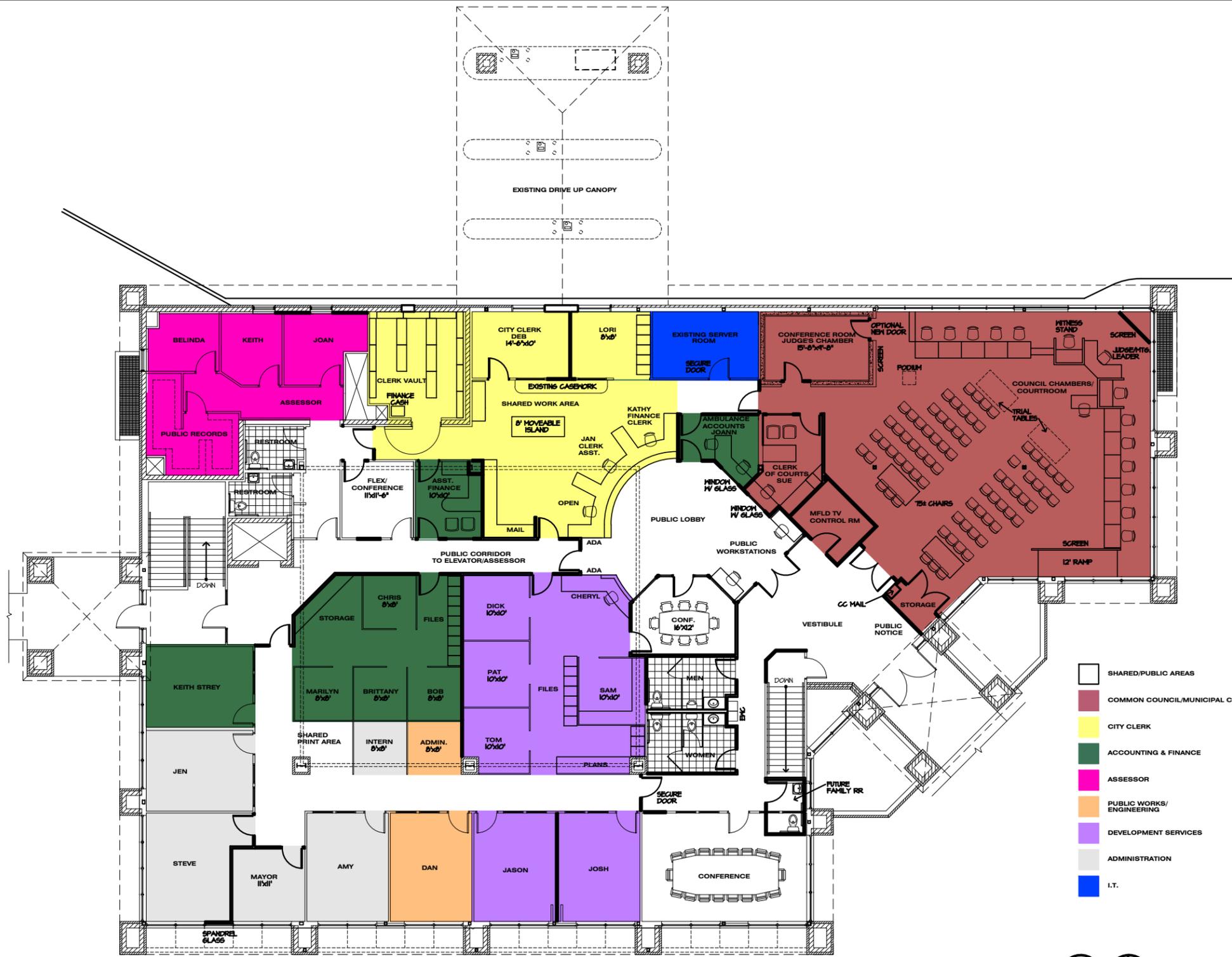
Alternate 2 asked us to consider enclosing the existing Drive Up Canopy space for additional office, garage and storage space. During the early stages of preliminary design, there was some thought that the existing building may not provide the necessary space the City would require. After further efforts and discussion, it became more clear that the building does indeed offer enough space for the majority of the City's design program.

The main item that was not able to easily be incorporated was the desire for an enclosed parking area for City Engineering Survey vehicles. The Drive-Up Canopy was immediately thought to be a fit for this since the existing roof was already in place.

A concept for enclosing the Canopy along with the associated cost estimate are presented as Option 'B'.

Alternate 3:

Alternate 3 again was developed with the thought being that more space may be required than what was presently available. As discussed in Alternate 2, this was found to not be the case. Adding a floor above the existing clerestory proved to be a very costly option, complicated by exiting issues, and would eliminate the natural daylighting that the clerestory currently provides. Because of limitations dictated by building and accessibility codes, without providing additional exits, the space gained could only be used for limited functions such as storage. The cost to gain the storage space this alternate would provide far outweighed any benefit City Staff and ourselves felt would be realized.



FLOOR PLAN
SCALE: 1/8"=1'-0"

1/5/17
2,110 SQ. FT.



MARSHFIELD CITY HALL REMODELING OPTION 'A'

DESIGN UNLIMITED

DAN HELWIG, ARCHITECT, AIA, 1029 WEST McMILLAN STREET, MARSHFIELD, WI 54449 (715) 384-3207 (800) 814-8451 www.designunlimitedmfd.com



LOWER LEVEL FLOOR PLAN
SCALE: 1/8"=1'-0"

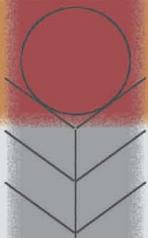
1/5/17
12,110 SQ. FT.



MARSHFIELD CITY HALL REMODEL OPTION 'A'

DESIGN UNLIMITED

DAN HELWIG, ARCHITECT, AIA, 1029 WEST McMILLAN STREET, MARSHFIELD, WI 54449 (715) 384-3207 (800) 814-8451 www.designunlimitedmfd.com



Marshfield City Hall Remodeling Option 'A' Preliminary Cost Estimate – 1/5/17

Square foot costs below INCLUDE:

General remodeling consisting of some miscellaneous framing, new paint, new flooring and base, new ceilings, new wood doors and frames, new plumbing fixtures, minimal HVAC and Electrical updates as required.

EXCLUDED: Office Equipment and Security Upgrades, chairs, tables, etc.

Lower Level Major Remodeling:

(Engin. Print Area, Reception, Secure Storage)

400 +/- sf @ \$80-\$100/sf \$32,000 - \$40,000

Lower Level Minor Alterations:

IT Area Remodeling \$5,000 - \$6,000

Miscellaneous Flooring Allowance \$4,000 - \$5,000

Flexible Training Area \$17,000 - \$19,000

Lower Level Construction Estimate: \$58,000 - \$70,000

Main Level Major Remodeling:

(Council Chambers, Municipal Court Areas)

2,200+/- sf @ \$110 - \$120/sf \$242,000 - \$264,000

New Expanded Public Restrooms \$35,000 - \$45,000

Customer Service Area Remodeling

1,500+/- sf @ \$70-\$80/sf \$105,000 - \$120,000

Open Office/Executive Office Area Remodeling

1,100+/- sf @ \$60-\$70 sf \$66,000 - \$77,000

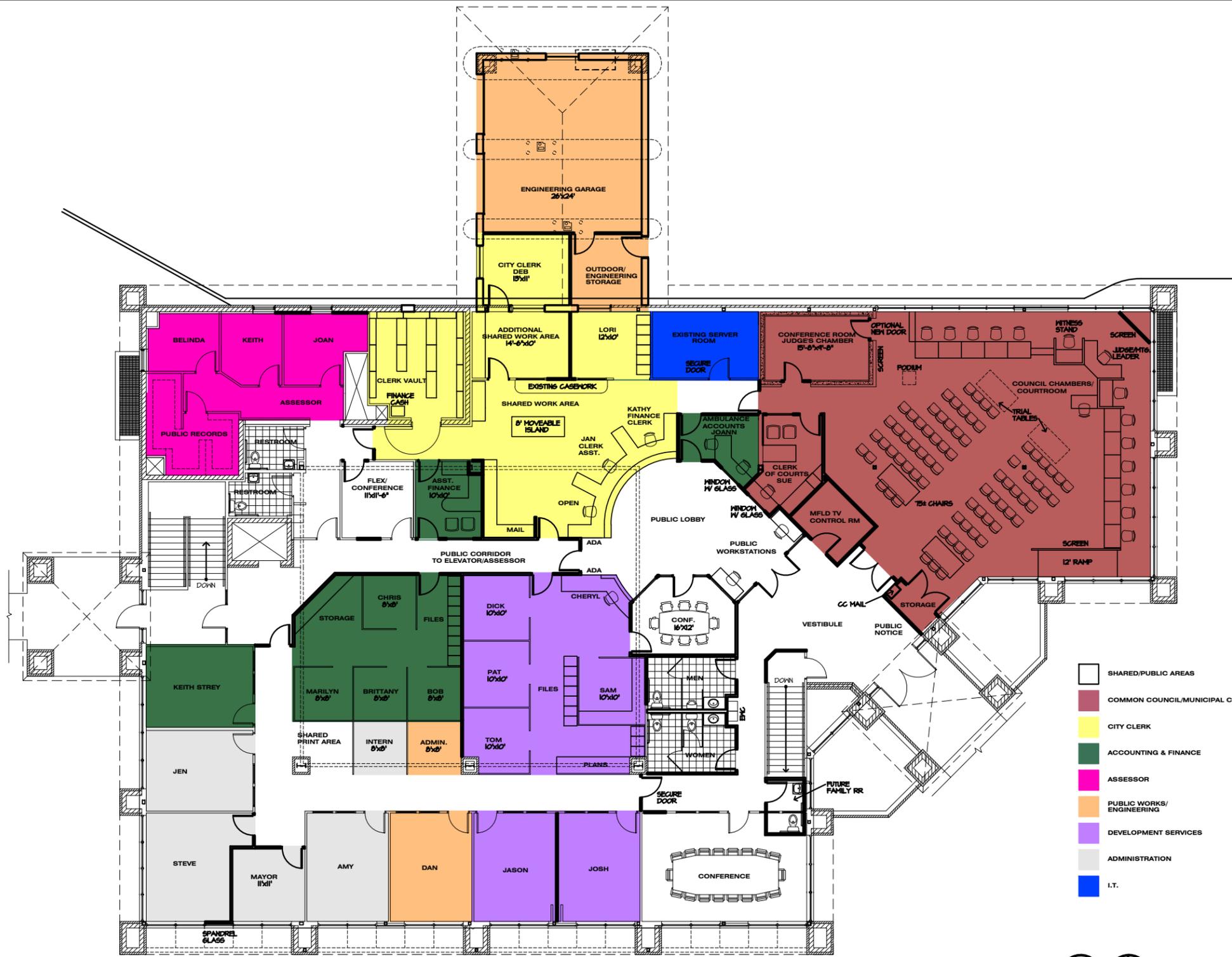
Main Level Construction Estimate: \$448,000 - \$506,000

Lower Level Construction Estimate (From Above): \$58,000 - \$70,000

Total Option 'A' Construction Estimate: \$506,000 - \$576,000

5% Contingency: \$25,000 - \$29,000

Estimated Option 'A' Project Total \$531,000 - \$605,000



FLOOR PLAN
SCALE: 1/8"=1'-0"

1/5/17
2,110 SQ. FT.



MARSHFIELD CITY HALL REMODELING OPTION 'B'

DESIGN UNLIMITED

DAN HELWIG, ARCHITECT, AIA, 1029 WEST McMILLAN STREET, MARSHFIELD, WI 54449 (715) 384-3207 (800) 814-8451 www.designunlimitedmfd.com



LOWER LEVEL FLOOR PLAN
SCALE: 1/8"=1'-0"

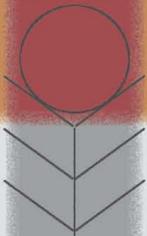
1/5/17
12,110 SQ. FT.



MARSHFIELD CITY HALL REMODEL OPTION 'B'

DESIGN UNLIMITED

DAN HELWIG, ARCHITECT, AIA, 1029 WEST McMILLAN STREET, MARSHFIELD, WI 54449 (715) 384-3207 (800) 814-8451 www.designunlimitedmfd.com



Marshfield City Hall Remodeling Alternate Option 'B' Preliminary Cost Estimate – 1/5/17

Square foot costs below INCLUDE:

Enclosure of existing Drive Up Canopy to create new Garage/Office Space

New foundations, exterior walls, doors, windows, interior walls, doors, finishes, HVAC, electrical and demolition of existing site work as required.

EXCLUDED: Office Equipment and Security Upgrades, chairs, tables, etc.

Main Level Addition/Remodeling

1,000 +/- sf @ \$180 - \$200/sf

\$180,000 - \$200,000

5% Contingency:

\$9,000 - \$10,000

Estimated Option 'B' Project Total

\$189,000 - \$210,000



City of Marshfield Memorandum

DATE: January 5, 2017
TO: Mayor Meyer & City Council
FROM: Steve Barg, City Administrator
RE: Preliminary review of request from Marshfield Utilities to waive PILOT for future system improvements relating to replacing certain portions of old water mains

Background

As noted on the attached June 28, 2016 minutes, the Council voted in favor of supporting a request from Marshfield Utilities to Wisconsin Public Service Commission (PSC) for a requested rate of return increase (water) from 5.25% to 7.5% to expedite the replacement of lead water mains. PSC staff's initial response was to redirect MU's request from a rate of return increase to a model using greatly accelerated depreciation. With this approach, they would also be asking that the City of Marshfield waive the future Payment in Lieu of Taxes (PILOT) that we would normally receive on these infrastructure improvements. At the present time, other options are being discussed, but as we may be looking for Council action on January 24th, staff wants to make sure that the Council fully understands what is being discussed, and what may well be asked of the City.

Recommendation

No action is requested right now; however, this will likely be brought before the Council for action, perhaps as soon as our next meeting on January 24th.

Second reading of Ordinance No. 1334, code amendment to update Section 4-03(1)(b) regarding alderpersons compensation.

CC16-137 Motion by Earll, second by Zaleski to approve Ordinance No. 1334. Ayes-7; Nays-2 (Wagner & Buttke)
Motion carried

Second reading of Ordinance No. 1335, amending Section 11-11 of the Marshfield Municipal Code to include e-cigarettes and vaping.

CC16-138 Motion by Wagner, second by Hendler to approve Ordinance No. 1335.
Motion carried

First reading of Ordinance No. 1332, amending Chapter 18, General Zoning Ordinance, 18-156(7), amending the required votes by the Zoning Board of Appeals to reverse any order, requirements, decision, or determination for a requested appeal from four concurring votes to a majority vote of members present.

First reading of Ordinance No. 1336, amending Section 18-12 and 18-65 amending the definitions of an accessory building, referencing the Wisconsin Uniform Dwelling Code to determine the separation requirements between a detached accessory building and a dwelling unit, and to clarify the setback requirements for a garage on a corner lot.

CC16-139 Motion by Buttke, second by Wagner to approve Resolution No. 2016-30, authorizing representatives from Marshfield Utilities to file an application for financial assistance from the State of Wisconsin environmental improvement fund for state financial assistance for its Water and Sewer Utilities.
Motion carried

CC16-140 Motion by Hendler, second by Buttke to approve the request from Marshfield Utilities to support the proposed rate of return increase to the Wisconsin Public Service Commission.
Motion carried

CC16-141 Motion by Zaleski, second by Feirer to approve Resolution No. 2016-27, acknowledging the Compliance Maintenance Report from the Wastewater Utility.
Motion carried

CC16-142 Motion by Wagner, second by Buttke to approve Resolution No. 2016-28, approving Certified Survey Map for land near the intersection of Yellowstone Drive and Galvin Avenue.
Motion carried

CC16-143 Motion by Feirer, second by Spiros to go into closed session pursuant to Wisconsin Statutes, chapter 19.85 (1)(e) "Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session."

- Negotiation for sale of City Hall to Gorman & Company
- Review offer to purchase for property adjacent to TID #5

AND



**MARSHFIELD UTILITIES
WATER FACILITIES FINANCE OPTIONS**

Background:

We began discussions with the PSC last year regarding a watermain replacement program to address the watermains that have been identified as needing to be replaced or lined, and how to best finance these replacements. We provided them a presentation from PFM that is similar to the one that is included here. We have received a positive response from the PSC to raising the water rate of return to generate an extra \$500,000 per year for additional main replacements. Although our current rate of return allows us to cash fund some projects, it isn't enough to keep up with the replacements that are needed. This is not a unique situation - many water utilities have mains that need to be replaced and will need to address the best way to finance these ongoing replacements. With the amount of spun cast mains that has been identified, a replacement schedule will be developed to address these mains that are prone to failure. We could begin by replacing \$1,000,000 of mains each year.

Analysis:

Attached is a presentation that was prepared by our bond consultants. It shows the true cost of borrowing funds to pay for projects. Since it isn't practical to issue bonds for \$500,000 each year, the presentation shows borrowing \$1,000,000 every other year to finance these projects, with 10-year, 15-year, and 20-year bonds.

The assumptions included in the presentation are shown on page 2. The interest rates shown are estimated current interest rates, and future interest rates could be higher, resulting in additional interest expense over the life of the bonds.

On page 3, the 10 year borrowing shows that the annual cash flows exceed the \$500,000 of projects by year 10 of borrowing, with \$600,000 of cash outflows to pay off the bonds.

On page 5, the 20 year borrowing shows that the annual cash flows exceed the \$500,000 of projects by year 20 of borrowing, with \$773,000 of cash outflows to pay off the bonds.

On page 8, this analysis shows the true cost to borrow \$1,000,000. Over the 20 year life of the bonds, \$495,217 of interest is paid. When including the issuance costs, the total debt service is \$545,217. This increases the cost of the \$1,000,000 of projects by over 54%. This additional \$545,217 is paid by our customers over this 20 year life. The amount of interest paid could have been used for additional projects in the water department. This is only for one 20-year bond.

On page 9, it compares 20 year bonds issued for \$1,000,000 every other year with cash financing \$500,000 every year. The annual cost of borrowing exceeds the \$500,000 of cash financing by year 13.

So although the initial cash outlay is lower, it only takes 13 years to exceed the \$500,000, and the annual cash outlay continues to grow to \$772,608. Once started on this path with continual borrowing, it is almost impossible to break out of the cycle. We want to avoid getting in this cycle and instead raise our rate of return so that we can cash finance \$500,000 of projects each year without having to finance the projects with bonds.

As an example, if \$1,000,000 of 20-year bonds are issued every other year for 20 years, the principal and interest paid during this 20 years is \$8,498,702, with \$6,953,478 of additional principal and interest to be paid in future years. The total principal and interest for the life of these bonds is \$15,452,180. If these projects would have been financed with cash, the total cost would have been \$10,000,000, or a savings of \$5,452,180. Our water customers pay for all costs in the water utility, including bond principal and interest payments. Interest payments do nothing to improve the water utility, and they don't benefit anyone other than the bond holders.

Another item to consider is the \$10 million limit on bank qualified debt. The City of Marshfield and Marshfield Utilities are all considered one entity for the amount of debt that is issued. If Marshfield Utilities borrows \$1 million every other year, this reduces the amount that the city and Marshfield Utilities can borrow for other projects and still keep the total borrowing under \$10 million. As much as possible, we want the total borrowed in any year to be under \$10 million, as the interest earnings on bank qualified debt is not subject to federal taxes. This in turn allows the banks to charge lower interest rates on the debt, and saves the City and Marshfield Utilities on the interest charges.

What would it take to increase our rates to cash finance an additional \$500,000 of projects each year? Based on the 2015 test year for the water rate case, an increase in the rate of return from 5.25% to 7.5% would generate \$501,880 of additional revenue each year that would be used for main replacements. Once the new rates are in effect, 1/12th of the difference between the approved rate of return and the standard 5.25% rate of return would be transferred monthly to a new account in our LGIP investments to segregate this revenue. Projects would be identified in the capital budgets that would be funded by the higher rate of return. As these projects incur costs, we would draw down the fund, much like projects that are financed by bonds. We would provide a recap to the Utility Commission and the PSC annually that would show the use of the funds. Although the goal would be to use all of these funds each year for main replacements, there may be a small amount of funds that are not used in one year which will be carried forward to use in the next year.

The PSC has stated that they take the debt level into account when setting the rate of return. If there is significant debt, the rate of return is increased to fund the repayment of the debt and the related interest expense. Instead of waiting for an increase in our rate of return when our debt is significant, we would prefer to increase the rate of return now to cash-fund these projects. Our customers will save significant money by not having to pay for issuance costs and interest expense on bonds.

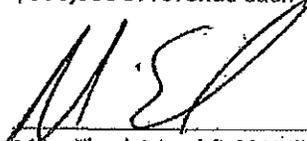
How much of a rate increase would be necessary to raise our rate of return to 7.5%? It would be a 10.6% increase in rates. For the typical residential customer, it would be an increase of less than \$3 per month.

Recommendation:

With the long-range plan of replacing \$1,000,000 of water mains each year, it is more fiscally responsible to increase our rate of return now to be able to cash finance the additional \$500,000 of yearly water main projects. This would fund specific projects that have been identified as needing to be replaced or relined. These funds would be in addition to our "normal" replacements, and would avoid having to finance these ongoing main replacement projects. By avoiding the issuance and interest costs, it saves the utility, and therefore our customers, a substantial amount of money in the long run.

Support from Marshfield Utility Commission and City of Marshfield:

The Marshfield Utility Commission and the City of Marshfield support Marshfield Utilities requesting an increase in the rate of return for the water utility on the 2016 water rate case to generate an additional \$500,000 of revenue each year, to be used for main replacements.



Mike Eberl, Marshfield Utility Commission President

6/6/16
Date

Chris Meyer, City of Marshfield Mayor

Date



City of Marshfield Memorandum

DATE: January 6, 2017
TO: Mayor Meyer & City Council
FROM: Steve Barg, City Administrator
RE: Request to consider possible extension to Cable TV Coordinator contract

Background

The City's cable TV coordinator agreement with Vidcom (copy attached) ends on March 31, 2017. As noted on highlighted on Section 2, it's possible to extend this contract for up to two 2-year terms, with the mutual agreement of both parties. The current provider has expressed interest in an extension, but only if this includes certain conditions. He offered and the Cable TV Committee has shown support for the following terms:

- Section 3(B) of the agreement is amended to eliminate the hourly fee for fee-based (supplemental) services, replacing this with the flat monthly amount of \$9,534 for services rendered as shown in the 2017 budget.
- Extend the current contract through December 31, 2018.
- Establish a subcommittee to review/develop by December 31, 2017 a new contract for services to put out for request for proposals (RFP).

During this extension, the provider recommends that the Cable TV Committee, and City Council work to determine the level of service desired, and where they would like to see the cable operation move in the coming years as this would help to determine what future agreements should look like.

Recommendation

Staff requests that Council review the suggested terms and conditions, and provide some direction for the next Cable TV Committee later this month on whether an agreement of this nature might be acceptable. A proposed amended agreement could then be brought back for Council approval at a future meeting.

CABLE ACCESS COORDINATOR AGREEMENT

Agreement effective the 1st day of April, 2014, by and between the City of Marshfield, a Wisconsin municipal corporation (hereafter "the City") and Vidcom L.L.C., Marshfield, Wisconsin, a Wisconsin limited liability company (hereinafter "coordinator"), acting solely as an independent contractor.

I. TERM OF CONTRACT

This agreement is effective the 1st day of April, 2014 and will terminate March 31, 2017.

II. OPTIONS TO RENEW

With mutual agreement of both parties, acting upon the recommendation of the Cable Television Committee (hereafter "the committee"), this agreement may be renewed on not less than sixty (60) days advance written notice, for up to two (2) additional two (2) year terms, on the same terms and conditions, except that compensation as provided in paragraph III.A.1. below shall be increased by a percentage amount equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U), Midwest Urban, Size D – Nonmetropolitan (less than 50,000) as currently published by the United States Department of Labor, Bureau of Labor Statistics for the preceding calendar year, and in no case shall such increase exceed 4% in any given year.

III. COMPENSATION

A. Core Services

1. Compensation for core services provided hereunder shall equal the amount of \$71,460 per year, payable in twelve equal monthly

payments of the amount of \$5,955.00 each upon the submission of an invoice by the coordinator.

B. Supplemental Services

1. Compensation for supplemental services, any special City meetings or community events or public forums, meetings, or candidate debates with general public interest authorized by the committee or the committee chair at least 24 hours in advance of the meeting or event will be billed at a rate of \$50 per hour for a two camera shoot with a one hour minimum charge, and \$20 per hour for graphics design.
2. These rates may be reviewed and adjusted as of each anniversary date of this agreement to reflect current market conditions.
3. The hourly rates for additional staff shall be \$14.00 per hour for secretary-receptionist and \$20.00 per hour for a technical assistant.

C. Coordinator shall not be prohibited from providing additional services beyond the scope of this agreement to the City or to any third party, and with prior approval by the Committee may charge for said services with compensation to be agreed upon in advance.

IV. SCOPE OF SERVICES

A. Core Services

1. Coordinator shall act as liaison between the cable franchisee serving the City of Marshfield and the City regarding all local access and educational programming cablecast by the franchisee.

2. Coordinator shall advertise schedules and events as directed by the committee or committee Chairperson from time to time.
3. Coordinator shall coordinate the use and maintenance of City-owned video equipment and the rental of other equipment as needed for cablecasts; store and secure the same only on City property, subject to policies approved by the committee and the Common Council; maintain a complete and accurate continuous inventory of equipment assigned to the coordinator's care including the labeling of City-owned equipment and property. The committee shall be notified at its next regularly scheduled meeting of any discrepancy in the inventory which may require a complete and accurate updating of the inventory.
4. The coordinator shall advise the committee regarding additional programming and educational initiatives required to make full use of cable access potential.
5. The coordinator shall assist the committee and the committee chairman in the preparation and management of the annual budget for all PEG services.
6. The coordinator shall maintain all cable access records and maintain a video library of locally produced programming as directed by the committee.
7. The coordinator shall manage the electronic community message service and the public, educational and governmental access

channels. Coordinator shall serve as a resource for the educational access channel and schedule all public, educational and governmental channel access programming.

8. The coordinator shall attend all regular and special meetings of the committee and report all activities to the committee; the coordinator shall attend Common Council meetings upon direction of the committee or the Chairperson thereof.
9. The coordinator shall coordinate preparation and placement of newspaper advertisements and other media announcements of the public access cable television schedule and deliver the same to the news media;
10. The coordinator shall operate and maintain an electronic community message service and related software.
11. The coordinator or an employee of coordinator shall be available at the office to provide reasonable access to the public for a minimum of 40 regularly scheduled and posted hours a week. Response to public requests, comments, suggestions, questions and other electronic and written communication shall be made by the coordinator in a timely manner.
12. Broadcast live and electronically record all regular and special meetings of the Common Council of the City of Marshfield (regular meetings held twice monthly on the 2nd and 4th Tuesdays at 7:00 p.m.); regular and special meetings of the Board of Public

Works (regular meetings held twice monthly on the 1st and 3rd Mondays at 5:30 p.m.); regular and special meetings of the Finance, Budget and Personnel Committee (held each 1st and 3rd Tuesday at 5:30 p.m.); regular and special meetings of the City Plan Commission (held on the 3rd Tuesday of each month at 7:00 p.m.); regular and special meetings of the Parks, Recreation and Forestry Committee (held on the 2nd Thursday of each month at 6:00 p.m.); regular and special meetings of the Board of Education of the School District of Marshfield (regular meetings held monthly); and selected meetings of the Marshfield Utilities Commission, and the Fire & Police Commission.

13. Cable cast coverage of regularly scheduled public meetings in the Common Council Chambers should be produced with a minimum two camera simultaneous coverage, with full sound facilities, to include, taping, graphics and editing for rebroadcast, and preparation of openings and closings, a message board of agenda items and cable scheduling.
14. Coordinator shall supervise public and governmental access community programming in compliance with PEG guidelines promulgated by the City, to include review of programming tapes submitted for broadcast, for conformity with PEG guidelines.

- B. Additional services that are desired by the City of Marshfield or the committee to be performed by the coordinator (within committee budgetary constraints) include the following:
1. Coordinating the production of live cablecasts or videotaping community meetings, presentations, concerts, or other public events that would be of interest to the viewing public, or at the direction of the committee or the Chairman thereof.
 2. Subject to not less than three (3) days advance notice, broadcast live and electronically record Public Forums or candidates' debates of City, County, and School Board races presented or sponsored by local organizations such as Marshfield Area Chamber of Commerce and Industry, the Parent Teacher Organizations, or the University of Wisconsin – Marshfield/Wood County.
- C. Programming Enhancement
1. The coordinator shall work with the committee, City Clerk, and City Administrator on practical ways to improve the quality of programming on the public access channels, make recommendations as appropriate and then follow through to implement approved concepts and ideas.
 2. The coordinator shall schedule training sessions at such times, including evenings and weekends, to train and certify community producers and technicians.

3. The coordinator shall provide training to City departments and organizations other than City departments for the posting of City information on the electronic community message service.
4. Unless other arrangements have been agreed upon, the coordinator shall maintain an Internship Program coordinated with Marshfield Private Schools, Marshfield Public Schools, Mid-State Technical College, and/or University of Wisconsin – Marshfield/Wood County in order to provide educational opportunities for TV production, technical editing, camera work and other skills associated with operation of a television broadcast facility.
5. The coordinator shall develop public access through production of no less than five (5) original community produced programs per month, including internship produced programs and programs / broadcasts made pursuant to subparagraph C.2. above, in addition to Public Meetings produced pursuant to this contract and those submitted by the public, with a monthly minimum run time of 10 hours. Programs must air within 42 days of production filming and rebroadcasts do not apply to the 10 hour minimum run time.

V. PROPRIETARY RIGHTS

All proprietary rights and interests to any and all programming produced by coordinator pursuant to this contract shall be the exclusive property of the City, which shall have sole and exclusive control over any reproduction or after market sales of such programming, with all related revenues deposited with the City.

VI. LIABILITY FOR EQUIPMENT

Coordinator shall not be liable for loss or damage to equipment owned by the City, except any loss caused by the negligence of the coordinator or its employees and agents. Specifically, coordinator shall not be liable for loss or damage to equipment being used by community programmers, if such equipment has been properly signed out to such community producers on forms provided by the City, which forms shall include a release of liability in favor of the City. Coordinator is expressly prohibited from using, or permitting others to use, city-owned equipment for purposes other than to fulfill coordinator's duties and obligations arising under this Agreement without the prior written consent of the committee.

VII. RELATIONSHIP OF PARTIES

Coordinator is an independent contractor, and no employer-employee relationship is created by this contract. City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with coordinator. Further, coordinator is not an agent or employee of City for any purpose, and the employees of coordinator are not entitled to any of the benefits that City provides for City employees. It is understood that City does not agree to use coordinator exclusively for all production of cable access programming. It is further understood that coordinator is free to contract for similar services to be performed for third parties while under contract with the City; however, under no circumstances shall the contractor derive any personal profit from the use of City equipment or other resources.

VIII. INSURANCE

- A. Coordinator shall be solely responsible for and liable to its employees and agents providing services hereunder and shall comply with all applicable federal, state, and local laws and regulations regarding payroll deductions and withholdings for social security, medicare and income taxes, and employer payments for unemployment insurance. Coordinator shall maintain workers' compensation and unemployment insurance as required by law.
- B. Coordinator shall maintain such insurance as will fully protect both the coordinator and the City from any and all claims under any workers' compensation act or employer's liability laws, and from any and all other claims of whatsoever kind or nature for the damage to property or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this contract, either by the coordinator, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them. The coordinator shall provide the City with a certificate of insurance evidencing the required coverage before the coordinator begins work hereunder, and the coordinator shall thereafter provide an updated certificate of insurance on an annual basis.
- C. Coordinator shall provide to the City of Marshfield and maintain a Certificate of Insurance for Workers' Compensation, Comprehensive General Liability (including contractual liability), Automobile Liability and Errors and Omissions insurance naming the City of Marshfield as an

“Additional Insured” for any claims which may arise from operations under this contract in the following amounts:

General Liability:

Bodily injury	\$1,000,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$500,000 aggregate
Automotive Liability:	\$1,000,000 each occurrence \$1,000,000 aggregate
Workers’ Compensation	Standard coverage per State language
Errors and Omissions:	\$1,000,000 aggregate

IX. TERMS TO BE EXCLUSIVE

This entire agreement between the parties with respect to the subject matter hereunder is contained in this agreement. Except as herein expressly provided to the contrary, the provisions of this agreement are for the benefit of the parties solely and not for the benefit of any other person, persons, or legal entities.

X. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

No waiver, alteration, or modification of any of the provisions of this agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this agreement.

XI. NO ASSIGNMENT WITHOUT CONSENT

Coordinator shall not assign this contract or any of the rights and duties hereunder without the prior written consent of the City.

XII. WRITTEN NOTICE

- A. All communications to coordinator regarding this agreement shall be sent to coordinator at the Community Plaza II Building, 101 W. McMillan Street, Suite #1, Marshfield, WI 54449, by U.S. Mail, postage prepaid or delivered personally.
- B. All communications to the City shall be sent U.S. Mail, postage prepaid or delivered to the City Clerk at 630 S. Central Avenue, Marshfield, WI 54449.
- C. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at its usual business address or such other address as may hereafter be specified by notice in writing.

XIII. GOVERNING LAW

This agreement shall be governed by the laws of the State of Wisconsin.

XIV. TERMINATION

In addition, the City shall have the right to terminate this agreement upon giving 90-day written notice if cable franchise fee revenues are deemed to be insufficient by the City to continue the cable TV P.E.G. program.

VIDCOM, LLC

CITY OF MARSHFIELD

Dan Kummer, Member

BY: _____
Chris Meyer, Mayor

ATTEST: _____
Deb M. Hall, City Clerk

Keith R. Strey, Finance Director