A. Call to Order by Chris Meyer, Mayor

B. Roll Call

C. Pledge of Allegiance

D. Public Comment Period/Correspondence
   At this time, the Mayor will recognize members of the public who have indicated their 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.

E. Approval of Minutes: January 9, 2018 regular meeting

F. Staff Updates
   1. Update on compensation plan project

G. Dave Mattheisen began his career as a Police Officer on December 3, 1990. He retired on January 2, 2018 after 27 years of service to the City of Marshfield. Rick Gramza, Police Chief, will recognize Dave on behalf of the City.

H. Mayor’s Comments
   1. Employee Recognition
      Benjamin Steinbach, Parks & Recreation, 10 years, January 28, 2008

I. Council Comments

J. Reports from commissions, boards, and committees

K. Consent Agenda:
   1. Meeting minutes/reports
      a. Zoning Board of Appeals (November 14, 2017)
      b. Cable TV Committee (December 11, 2017)
      c. Central Wisconsin State Fair Board (December 18, 2017)
COMMON COUNCIL AGENDA
JANUARY 23, 2018

d. Fire & Police Commission (January 4, 2018)
e. Committee on Aging (January 4, 2018)
f. Economic Development Board (January 4, 2018)
g. Utility Commission (January 15, 2018)
h. Board of Public Works (January 15, 2018)
  1. Award bid for the 2018 Sanitary Sewer Lining Contract to Visu-
     Sewer of Pewaukee, WI in the amount of $723,096.40
i. Finance, Budget, and Personnel Committee (January 16, 2018)
j. Plan Commission (January 16, 2018)
  1. Approve conditional use permit for Filtration Properties LLC for
     a group development at 1900 East 24th Street
k. Business Improvement District (January 17, 2018)
l. Zoning Board (January 23, 2018)*

*Minutes are not included in the packet

Recommended Action:    Receive/place on file, approving recommended actions

L. Action on items removed from the consent agenda, if any

M. Second Reading – Ordinance No. 1371, amending Section 10-40, Disposal of
   abandoned property.  Presented by Rick Gramza, Police Chief

Recommended Action:    Approve Ordinance No. 1371

N. Second Reading – Ordinance No. 1372, amending Chapter 8, Traffic Code.
   Presented by Rick Gramza, Police Chief

Recommended Action:    Approve Ordinance No. 1372

O. First reading – Ordinance No. 1373, rezoning request by James Nikolai, to rezone
   Parcel No. 33-05035, 33-05306, 33-05307, 33-05308, and 33-05309 and abutting
   portions of the vacated Franklin Street right-of-way, from “TR-6” Two-Family
   Residential to “MR-12” Multi-Family Residential, located north of Emerald Street,
   between Hume Avenue and Juniper Avenue.  Presented by Josh Miller, Director of
   Development Services

Recommended Action:    None at this time unless the rules are suspended, final
                        action will be placed on the February 13, 2018 agenda

P. Request to approve Budget Resolution No. 01-2018, transferring $6,250 from
   contributions from private organizations, and $3,125 from the Development Services
   Budget, to the Fairgrounds Budget for the development of a campus master plan.
   Presented by Justin Casperson, Director of Parks and Recreation

Recommended Action:    Approve Budget Resolution No. 01-2018

Q. Request to approve UW communications tower ground lease agreement.  Presented
   by Steve Barg, City Administrator

Recommended Action:    Approve the agreement

R. Discuss the possible creation of Communications Coordinator position. Presented by
   Steve Barg, City Administrator
COMMON COUNCIL AGENDA
JANUARY 23, 2018

Recommended Action: Discretion of the Council

S. Authorize submission of a letter of interest for participation in the Wisconsin Healthy Community Designation program. Presented by Steve Barg, City Administrator

Recommended Action: Authorize staff to submit letter of interest

T. Election of four (4) Alderpersons to serve on the City’s Capital Improvement Program Administrative Committee. Presented by Chris Meyer, Mayor

Recommended Action: Elect 4 Alderpersons to CIP Administrative Committee

U. Request to approve the appointment of Andy Keogh, 1715 North Apple Avenue, to the Capital Improvement Program Administrative Committee. Presented by Chris Meyer, Mayor

Recommended Action: None at this time unless the rules are suspended, final action will be placed on the February 13, 2018 agenda

V. Adjourn to closed session under 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 reason require a close session.
   - Management agreement with Central Wisconsin State Fair Board
   - Purchase of property related to construction of rail spur in TID #7
   - TIF expense/development agreement - project in Norwood Industrial Park
   - Land sale/development agreement - land adjacent to East Industrial Park
   - Update on the sale and redevelopment of City Hall Plaza

W. Reconvene in open session

X. Action on matters discussed in closed session, if appropriate

Y. Suggested items for future agendas

Z. Adjournment

Posted this day, January 19, 2018 at 2:30 p.m. by City Clerk, Deb Hall

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.
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, Nick Poeschel, 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.

**PUBLIC COMMENT PERIOD**
None

**CC18-001**  Motion by Feirer, second by Spiros to approve the minutes of the Common Council regular meeting of December 19, 2017.

*Motion carried*

**STAFF UPDATES**
City Administrator Barg presented the referendum question regarding the constitutional amendment in opposition to Citizens United case. This will be placed on the April 3, 2018 ballot.

UW communications tower ground lease agreement. Administrator Barg has sent a list of concerns to the attorney for Wood County who is also the attorney for the UW Commission. The attorney looked at the list and found them to be acceptable. It now appears that the Commission, County and City are all onboard with a few minor changes to the lease agreement regarding the communications tower. The goal is to have this before the Council at the January 23rd meeting for their approval.

Fire Chief Scott Owen recognized Craig De Grand for his years of service with the City of Marshfield. Craig began his career as a Firefighter on February 25, 1986. On August 6, 2001 Craig was promoted to Deputy Chief. He retired on December 21, 2017 after 31 years of service to the City of Marshfield.

**MAYOR’S COMMENTS**

*Employee Recognition*

Lance Christopher, Fire and Rescue Department  January 20, 2003  15 years

**COUNCIL COMMENTS**
None

**REPORTS FROM COMMISSIONS, BOARDS AND COMMITTEES**
None

**CONSENT AGENDA**

**CC18-002**  Motion by Buttke, second by Hendler 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 Executive Committee of October 16, 2017; Central Wisconsin State Fair Board of November 27, 2017; Community Development Authority of November 28, 2017; Community Development Authority Special meeting of November 28, 2017; Committee on Aging of December 7, 2017; Economic Development Board of December 7, 2017; Parks, Recreation, and Forestry Committee of December 14, 2017; Utility Commission of December 18, 2017 (1. Job Order No. 30029, Replace fiber from Wildwood Substation to splice at 6th Street and Spruce at a cost of $79,575; and 2. Job Order No. 17934, Replacement of Failed Single Phase Underground Cable on
Waushara & Loop completion at a cost of $111,105; Community Development Authority Finance and Strategic Planning Meeting of December 19, 2017; Plan Commission of December 19, 2017 (1. Resolution No. 2018-01 CUP for a Group and Large Development located in the 1900–2000 blocks of North Hume Avenue); and Airport Committee of December 20, 2017.

Motion carried

No items were removed from the consent agenda.

First reading of Ordinance No. 1371, amending Section 10-40, Disposal of abandoned property.

First reading of Ordinance No. 1372, amending Chapter 8, Traffic Code.

Director of Public Works Knoeck gave an update on the relocation of City Hall to Forward Financial.

CC18-003  Motion by Wagner, second by Hendler to approve the Memorandum of Understanding with Wood County for drug court services in the City of Marshfield, extending the current agreement through December 31, 2018.

Motion carried

CC18-004  Motion by Buttke, second by Witzel to adjourn into closed session under Wisconsin Statutes Chapter 19.85(1)(c) “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercise responsibility”

- Director of Development Services position

And

Wisconsin Statues Chapter 19.85(1)(e) “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session

- Insurance issue with cable access coordinator contract

Roll call vote, all ayes. (Time: 7:51 p.m.)

Motion carried

Present in closed session: Alderpersons Feirer, Poeschel, Jockheck, Earll, Wagner, Witzel, Zaleski, Spiros, Buttke and Hendler, Mayor Meyer, City Attorney Wolfgram, City Administrator Barg, and City Personnel (Jen Rachu and Deb Hall).

CC18-005  Motion by Buttke, second by Wagner to return to open session. Roll call vote, all ayes. (Time: 8:51 p.m.)

Motion carried

CC18-006  Motion by Witzel, second by Hendler to approve the appointment of Josh Miller as the Director of Development Services for the City of Marshfield.

Motion carried

CC18-007  Motion by Buttke, second by Feirer to direct staff to notify Tri-Media, who is the contractor for MCTV, that they must provide proof of auto insurance naming the City of Marshfield as additionally insured. Ayes – 7; Nays – 2 (Earll and Spiros); Zaleski abstained.

Motion carried
Future Agenda Items
✓ Comp Plan Overview (Council or Finance)
✓ Update on the sale of City Hall

There being no further business the Mayor adjourned the meeting at 8:57 p.m.

Deb M. Hall
City Clerk
Meeting called to order by Chairperson Markwardt at 5:34 p.m. in the 1st Floor Conference Room, Suite 108, City Hall Plaza.

PRESENT: Ken Bargender, Robert Lewerenz, Dean Markwardt, Adam Wegner, and 1st Alternate Todd Ziegmeier

ALSO PRESENT: Kim Foemmel, Alanna Feddick, Carol Yahn, Raymond Ortiz, David Asplin, Satya Varre, Akanksha Joshi, Alen Johnson, Becky Spencer, City Planner Miller, UDC Building Inspector Peterson, Associate Planner Hembrook, Alderperson Jockheck, Deputy Clerk Panzer, and Ram Pathak (arrived at 5:37 p.m.)

ZB17-04 Motion by Bargender, second by Ziegmeier to approve the minutes of September 12, 2017 as submitted. All Ayes. Motion carried

Deputy Clerk read the variance request of Kim Foemmel for a 12 inch variance to the minimum required side yard setback, to allow an existing detached garage (residential accessory structure) to be partially converted into a single family home, located at a setback of no less than 6.5 feet from the north property line, located at 206 Magnolia Drive, zoned “SR-3” Single Family Residential (parcel 33-06947). Section 18-65(8)(l) requires that the setback for garages, when attached to a single family dwelling, must conform to the all principal building regulations. Section 18-27(7) requires a minimum side yard setback of 7.5 feet for principal structures.

Background
In most instances, the City of Marshfield prohibits the construction of an accessory building prior to the construction of a principal structure. One of the few exceptions is a residential property owner may build an accessory building on an adjacent lot, provided both properties remain under the same ownership. At the time of construction in 2001, the detached garage at 206 Magnolia Drive was under the same ownership as the property owner of the adjacent property to the south at 210 Magnolia Drive. The previous owner of both properties has now sold the house and the garage separately, therefore making the detached garage an illegal nonconforming use. The three options that were given to bring the property into conformance were: build a single family detached home on the subject property (unless a variance is granted then it could be attached to the garage), sell the garage to one of the adjacent property owners, or remove the garage from the property.

In an effort to make the detached garage a legal and conforming use, the applicant (new owner) is interested in converting just over half of a 936 square foot garage into a single family dwelling. To be able to do this, the applicant requires a variance to the side yard setback.

The zoning code requires a minimum side yard setback of 3 feet for a detached accessory structure and a minimum side yard setback of 7.5 feet for a principal structure in the “SR-3” zoning district. When an accessory structure is attached to a principal structure (single family dwelling) the accessory structure must adhere to the minimum required setbacks for a principal structure. So in this case, once over half of the garage is converted to a principal structure, the minimum side yard setback would then be 7.5 feet.

Setbacks are measured from the exterior of the wall to the nearest property line. Because the exterior of the garage has a brick façade that was part of the foundation wall, the setback is measured from the edge of the brick façade. According to Theodore Sommer, the surveyor hired by the applicant, the nearest setback from the edge of the brick (at the back of the garage) was 6.65 feet, requiring a variance of 10.5
inches. Staff recommended increasing the variance request to an even 12 inches to be a little conservative in the measurement.

According to the applicant, “The lot is small with trees intrusive to property and hard to build on. The lot is not conducive to adding a house to the property without tearing down a very large, young and well maintained building. The neighbor’s property at 200 Magnolia [to the north] is not being taken care of; with over 10 vehicles in yard and on driveway. Due to this, I will not be able to build/sell high end house here as neighbor’s home is an eyesore in neighborhood. Neighbor also has a trailer sitting in front of my property and likely on my yard.”

The applicant has stated (from the application): “Owner cannot afford to build a single family home at this location at this time as she would take huge risk of losing money on this property at the present time due to the poor condition of the neighbor’s property at 200 Magnolia. Neighbor at 200 Magnolia currently has a car trailer on owner’s property for over 2 weeks without permission (which shows disregard for his neighbors) as there is not enough room on his current property to put his stuff. Current property value of 206 Magnolia has decreased by more than 1/2 due to unsightly view of neighbor’s property and objects on property, evident by it taking months to sell a lot at market value in one of the most desirable neighborhoods in town. Assessed value of property: $40,000, and sold for $18,000. Further the lot is not big enough to build an additional detached single family home here and be in-like to neighbor’s property without attaching it to the current garage.”

“As phase 1 of the buildout of this property, owner wishes to convert the building into a single family home with a 1 car garage (pending building permit, see attached). After neighbor leaves &/or owner moves back to Marshfield, she will put a large addition onto the home to make it a 4 bed, 3 bath contemporary home. Contractor who did previous work at current building and will be doing the future buildout has written letter stating building is structurally sound to use as single family home and all building codes will be followed.”

**Analysis**
The applicant is requesting the variance so that a portion of the garage can be converted into a single family dwelling. Setbacks are measured from the exterior of the wall to the nearest property line. Because the exterior of the garage has a brick façade that was built on top of the foundation wall, the setback is measured from the exterior edge of the brick façade. According to Theodore Sommer, the surveyor hired by the applicant, the side yard setback from the edge of the brick (at the back of the garage) to the nearest lot line was 6.65 feet, requiring a variance of 10.5 inches. Staff recommended increasing the variance request to an even 12 inches to be a little conservative in the measurement.

The distance from the outside edge of the vinyl siding to the nearest property line was 7 feet, although that is technically not where the setback is measured.

Staff has been contacted by some of the neighbors that are opposed to the variance request. One of the concerns is they feel the garage is too close to the property line to allow a house to be built in that location. Another concern was that the small living space would not fit in with the neighborhood as most of the homes are two stories.

Looking strictly at the criteria, it seems questionable as to whether the hardship and unique property criteria are being met. A hardship cannot be self-created and an economic or financial hardship is not justification for a variance. In this case, the previous property owner caused the garage to be a nonconforming use by selling it separately from the adjacent single family home to the south. The new owner was aware of this situation prior to acquiring the property. The detached garage by itself is meeting the minimum required setbacks.
In addition to the criteria listed above, which are stated in the zoning code that reflects Wisconsin State Statute, case law has historically viewed unique property limitations as an additional variance criterion, separate from the hardship requirement. Unique property limitations generally includes aspects of the property such as steep slopes, wetland, shape or size, prevent compliance with the ordinance. If the lot is small or narrow, that could possibly be viewed as a unique property circumstance because of the lack of suitable building space; however, the minimum lot size and width of the subject property are significantly greater than the minimum requirements, the general shape is not particularly unique, and there are no other physical limitations of the property other than the location of the existing detached garage, thereby making it a challenge to consider it a unique property limitation. Although the garage is oriented and located in a less than ideal manner to build a single family detached home on this lot, with a modification of the driveway, there would be room for a reasonable footprint for a home while still meeting the minimum required setbacks.

A couple of additional points to consider are the applicant is trying to bring a nonconforming use property into compliance with the zoning code and the variance request is the minimal amount needed to comply. Although neither of these points addresses the required criteria, they could be factored in when considering the merits of the application.

Zoning Administrator’s statement of facts regarding the variance request:
1. The applicant and owner of the property is Kim Foemmel.
2. The subject property is located at 206 Magnolia Drive.
3. The garage was built in 2001.
4. The detached garage was permitted at the time and only permitted if the adjacent property owner maintained ownership of both properties.
5. The detached garage became an illegal nonconforming use once the previous owner decided to sell the garage and adjacent property separately.
6. The current zoning district is “SR-3” Single Family Residential District.
7. The subject property has a minimum lot width of 102 feet.
8. The minimum lot width in the “SR-3” district is 60 feet.
9. The subject property is 13,260 square feet in area.
10. The minimum lot area in the “SR-3” district is 10,000 square feet.
11. The subject property does meet the minimum lot size, width, and setback requirements for the “SR-3” district.
12. The closest point of the garage to the north property line is 6.65 feet.
13. The minimum required side yard setback is 7.5 feet.
14. The variance request would allow for the conversion of a portion of the existing garage into a single family dwelling.
15. The Applicant is requesting a 12 inch variance so the garage can be partially converted to a single family home.

**Applicable Ordinance Section(s)**
1. Section 18-12 defines the term “Setback” as: “The shortest distance between the exterior of a building or structure and the nearest point on the referenced lot line, excluding permitted intrusions per Section 18-73.”
2. Section 18-27(7) states, in the “SR-3” zoning district the minimum side yard setback for residential principal uses is 7.5 feet and for detached residential accessory is 3 feet.
3. Section 18-51(3) states, “...No accessory use shall be established on any lot prior to the establishment of an allowable principal use, unless otherwise stated in this Chapter....”
4. Section 18-65(8)(l) states, “Accessory buildings attached to principal buildings. When an accessory building is structurally attached to a principal building, it shall be subject to, and must conform to, all
regulations of this chapter applicable to principal buildings except where encroachments are specifically allowed elsewhere in this chapter.”

**Variance Criteria (Section 18-165(6)(a))**
The Zoning Board of Appeals shall review all variance requests against the standards provided under Wisconsin Statutes and applicable case law. To qualify for a variance, an applicant would have the burden of proof to demonstrate that the variance criteria are met. The following are the criteria and the applicant’s response taken from the variance application:

**Will the variance be contrary to the public interest? (Neighborhood and long-term impact)** “None at all. This property has been well maintained with current building on it as such for last 16 years”

**Will substantial justice be done by granting the variance?** “Yes, by approving this setback variance of the building being 6 inches short of the 7.5 ft requirement, this approval will make the current building a conforming building for a single family home (pending a building permit) as well as a conforming lot which would also remove the requirement for homeowner to having to build here within 1 year.”

**Is the variance needed so that the spirit of the ordinance is observed? (Minimal variance needed to meet the intent of the ordinance)** “The young building is in great shape and worth considerable money with the improvements. Due to the narrow lot and trees on the property there is not ample room to build a separate structure there that would look good with the neighborhood unless this large building is town or attached to. Thus by approving this variance, it allows property to renovate the current building into a contemporary style home now and then in the future attach a large addition to this home.”

**Due to special conditions, will a literal enforcement of the provisions of the zoning ordinance result in unnecessary hardship? (Compliance with standards would unreasonably prevent landowner from using property for permitted purpose or be unnecessarily burdensome)** “Yes and no. The property could be used as a garage like it has been for the past 16 years. However, owners intention for buying this property is two phase: Phase 1: Renovate the garage that has all utilities into a single family home so seller can have her disabled father live there as well for her to have a place to stay for 2 months/year while visiting family. Phase 2: When seller moves back to her hometown she wishes to attach an addition to the structure to make this a larger single family home and still utilize this current building as a 2 car garage.”

City Planner Miller stated that in a follow up email he did receive a response saying that spending the money to tear down the building would be an expense and would be considered a hardship according to the applicant.

**Zoning Board Options**
The Zoning Board can make the following recommendations:

1. Approval of the variance request with justification the criteria are met as stated by the Zoning Board.
2. Denial of the request with justification the criteria are not met stated by the Zoning Board.
3. Table the request for further study.

Chairperson Markwardt opened the public hearing.

Alanna Feddick distributed a packet of paper. She referred to the map in City Planner Miller’s packet that followed his memorandum which is labeled ZBA: Kim Foemmel – 206 Magnolia Dr – Setback Variance Request. She said it clearly lays out what they are attempting to do. The variance that they are asking for
is between 6 – 10 inches depending on what survey is used which is very minimal. Nothing would change in the neighborhood. The garage would remain in its condition. It wouldn’t be expanded at this point. It would just be used to build an addition for the two months for her father to live in while he visits family. The best place to put a home once it is built is to attach it consistent with the other buildings and other homes in the neighborhood, and to also attach it to the garage where it is, basically taking up the part of the large driveway that runs north and south after it comes in from the street. Detaching the home would put it out of character with the rest of the neighborhood versus adding it directly on to the existing garage. Also, this specific subdivision, Second Addition to Scenic Heights, has no building restrictions. It doesn’t have any restrictions on it as far as not only the zoning code restrictions but in addition to them, so it doesn’t require a certain height. It doesn’t require that it be a two-story. It doesn’t require that it be 2,000 square feet. It doesn’t require anything. Further, in looking even at the property information request when title work was done, a property information request was attached to it that was dated August 12, 2016. The zoning portion on that property information request indicated that it was zoned SR-3, which is residential that allows for a single family dwelling and that there is a detached garage on it and then it points specifically to see copy of comments for 2001. The comments section from 2001 when this was built says this lot can’t be sold separately unless a house is constructed on the lot within one year of transfer. So there is nothing that changes that from 2001 until 2016 or even until 2017. It also doesn’t say that a house can’t be constructed on the property because of the location of the garage. It doesn’t say that at all, which is also concerning, because when Mr. Donath wrote his comments, it appears that all that needs to happen is that a house be constructed within one year. But now the City code says no, you can’t do that because it is built 10.5 inches too close to the side lot line, which is truly an additional hardship. Creating the home within the garage changes nothing, in fact, the best way to situate it is really attached to that existing garage. The garage has everything needed for living. The garage must be worth at least $40,000. That is the value on the tax bill. It was sold for far less, but it has electric, it has water, it has gas and it has sewer; which amazes her about this property that a garage would be built with those amenities in it not intending at some point to have some sort of living structure. She mentioned that she has attached pictures in her packet that show the lot lines, that show the neighboring properties, that show what is located in the garage right now as well as some of the utilities including sewer and water.

Kim Foemmel added that it also has gas heat in it currently and it had an electric main going into it and there is plenty of electric in the building right now. She intends to run a new electrical main there so that construction can begin soon, so she can meet the City’s one year condition.

Alanna Feddick said the reason they are asking for the variance request is because the garage has a new roof that was redone in 2013, it has all these amenities and the cost of tearing it down or to move it 10 ½” seems like an intense hardship.

Kim Foemmel said she has been a home owner in Marshfield. She grew up in this town. She was here for 22 years and she currently lives in Massachusetts. She is a business owner there and her family has been requesting her to come home for a long time. She has five nephews and a brother and sister that want her to come home and this is the first step for her to be able to do that. This is a building lot. She believes the neighbors are concerned that this lot is too small to build a single family home on and in fact as stated by Josh Miller in the packet it is over 13,000 feet and what is required for a building lot is 10,000 feet. When she talked to her neighbors for the first time today too to understand what their concerns were, they shared that they are concerned with windows being put on the backside of the building that faces their home to the north. She simply intends to just put a bathroom window on that side, so it would be a relatively small window on that side and it would face their garage, so it wouldn’t be looking into their home. She does intend to attach a bigger home to this structure and it would look much nicer in the neighborhood if she were able to attach a bigger structure to this garage. It would fit in well with the neighborhood and the only way for her to do that is if the variance is approved. Wegner asked if he heard right, that there were no homeowner’s association restrictions on doing this.
Alanna Feddick said from all her review of the title work that is exactly true. There is not.

Wegner said that he could see how tearing the garage down would be a hardship. He said he didn’t understand the talk that is in the packet about the property value going down as a result of the neighbor’s property not maybe looking the greatest or whatever the case is exactly. Isn’t that a risk that you take on as the owner and investor in your own property anyways?

Kim Foemmel said it is, but her intention at this moment is not to build a $350,000 home there, because that is a $40,000 lot and it took a while to sell and it undersold at $18,000 and so she doesn’t want to be forced to have to tear down this garage, put a single family home here, and carry it for a few years because people are concerned with the condition of the neighbor’s property. She owns a real estate company. She knows that she could possibly lose money on this property if she were to build a big home and sit on it for a long time. She doesn’t want to have to sit on a big property for a long time and she doesn’t want to have to potentially lose money on a big property with that in mind.

Alanna Feddick said and that is not the hardship. The hardship is moving it 10 inches just to build exactly the same thing which could be built on this property and could be lived in.

City Planner Miller said he believes the main reason that the property couldn’t sell was because it was a nonconforming use and people were concerned about what they would have to do to make it conforming. He had dozens of people that called about this particular property because the garage is nice. It is a nice lot and a nice neighborhood, but every single person when told about what the requirements were either tear down the garage, sell it to a neighbor, or build a single family home within a year they shied away from it. He doesn’t think the property value was less strictly because of the neighbors. A hardship is generally not allowed to be caused by a property owner and in this case the previous property owner essentially caused this situation by selling the single family home and the garage separately. So this was essentially caused by an intentional act and according to case law that is not something that just that alone should be considered a hardship.

Markwardt clarified that a single family home could be built on that property right now without a variance as long as it wasn’t attached to the existing garage.

City Planner Miller said that was correct.

Kim Foemmel said this lot is smaller than the neighbors and there is a good amount of trees in the back that are beautifully well maintained that provide a great separation between the neighbors in the back and you could put a house perpendicular to that garage, but it is not going to be worth the same value as attaching it to the garage. Every property in that neighborhood is attached to the garage. It is a gorgeous neighborhood and so for her to have to for example put the home over here and the garage over there and have a courtyard in the middle would be less appealing to a prospective buyer to buy that property and she personally wouldn’t want to live like that.

Lewerenz asked if the garage was on a floating slab or if it has a 4 foot wall around it.

Kim Foemmel said the garage does have a 4 foot wall surrounding it and it was built by Nikolai Construction.

Lewerenz said so it is something you could attach to.

Lewerenz asked if there was no control over the previous owner selling the lots separately. How did this happen?
City Planner Miller explained that the owner was moving out of town essentially and they were very much interested in selling the home at 210 Magnolia Drive, but the person buying the home at 210 Magnolia Drive had no interest in the garage and so he had a potential buyer of the home but no one buyer for the garage and so his effort once he had a buyer was to try to find someone else that would buy this detached garage. Our only enforcement mechanism at some point is issuing citations and ultimately bringing that into compliance. Once we found out that the garage was sold separately, we sent a letter to the seller and said you have 10 days to fix this, correct this, make this lot conforming and bring it to a conforming use or you will be issued citations. The day that we were going to start issuing citations, he closed on the property to the applicant, Ms. Foemmel and we explained to her that as long as the variance application is in the hopper meaning making an effort to make this conforming we wouldn’t issue citations, because our ultimate goal is to make this a conforming lot and conforming use. If the variance goes forward and a building permit is taken out and everything is done within a year we would give that time to complete the structure and make it conforming. If the variance fails and there is nothing done, then we would be moving forward with enforcement actions in trying to make sure that compliance is obtained.

Lewerenz said that there is no reason why a house can’t be designed to match up to this. He does this type of work and a house can be figured out that will fit inside the property, inside the setbacks to match up to the garage. That part of it can be figured out. There might be a tree or two that goes, but it can be figured out. The question is does the City lean towards helping people get this done so everything is in conformance and this is a no harm done deal depending what other people think.

City Planner Miller said he thinks from a zoning standpoint you always try for conformance with the Zoning Code, but the strict litmus test is the criteria for zoning and as laid out in my staff report there are a couple of questionable items and you may always have that in most variances, because that is your job to determine whether or not it is meeting the criteria but there does seem to be as I mentioned the hardship. It was created by a previous property owner and the same with a financial hardship, it can’t be looked at as meeting that criteria. And then when we look at unique property circumstances the lot is standard lot size, standard lot width. The challenge is that you have an existing garage that is oriented in a way that you have to be creative with how you put a house on there, essentially for a detached house. You would have to look at that a little closer. He agreed with Lewerenz’s statement for a detached house. There is room on the site to do that. Is it going to look like all the other houses? Maybe not. We haven’t had somebody submit building plans or a house plan like that. We don’t know.

Lewerenz said it would be hard for him to not justify giving somebody a foot as long as there aren’t other circumstances that say no this shouldn’t happen. The foot is a no brainer to him.

Zieglermeier asked if it was a detached structure how far apart would it have to be detached.

City Planner Miller said generally it is a 10 foot separation unless you have a firewall that meets certain standards and then you could go closer.

Building Inspector Peterson agreed with City Planner Miller’s statement.

Bargender said there would be no basement if this garage was converted to a house, right?

City Planner Miller said no, not under the garage as it sits now.

Bargender asked if that was kosher with the City to build a new house in that area without a basement.

City Planner Miller deferred that question to Building Inspector Peterson.
Building Inspector Peterson explained that if it is a floating slab it would have to be designed by a design professional. There is no evidence that it is floating slab or that it has a 4 foot frost wall or footings. That hasn’t been investigated.

Kim Foemmel said the person that she is working with to do the inside work to this building said he had previously worked on this building and that it does have a 4 foot frost wall around it, but she was advised by Josh Miller to first go through the variance process first and then to work on that and in getting a building permit.

Bargender said at this point we don’t know what kind of a slab we are dealing with.

Building Inspector Peterson said from his point of view he has no idea. He can’t take the word of a handyman.

Bargender said his problem with converting this garage is it just doesn’t fit in with the neighborhood here. He leans more towards building a detached housing unit and leaving this garage the way it is, because if you convert part of this garage to a house, you are taking away the real value of the garage. And we don’t have any guarantees that the applicant will ever build a house in the future.

Kim Foemmel explained the design for the house so she can enjoy the backyard. She said she is leaving the garage space a 21’ x 20’ space, so she can put a 16’ door in the front. It will look very nice with the rest of the neighborhood.

Bargender asked what would happen if the Board grants the variance and the slab is nonconforming. Where do you go from there?

City Planner Miller said that the applicant will have to work that out with the Building Inspector as far as what provisions would be taken to make the garage structurally sound to do that. Obviously, we are not going to allow a building permit that doesn’t meet the building code requirements for safety and all sorts of reasons. If it can be demonstrated that it is structurally sound and they can do that then they would be able to. If not, then there would have to be some other mechanism or they would have to make it work somehow whether it is building a detached house or tearing the garage down, so there is still that hurdle with a little bit of an unknown. The applicant has an individual that says that the garage is meeting the standards, but from our Building Inspector’s perspective, he needs some things certified by a professional engineer or something that he can feel confident when he issues that building permit that it is going to be structurally sound and safety is always a first in meeting the code requirements as priority.

Kim Foemmel said she is willing to completely comply with building codes. She will do whatever they tell her that she needs to do. Having the ability to add an addition onto this building would be a huge savings and she believes it would look best on the lot.

Lewerenz asked Ms. Foemmel if she would be willing to get somebody in there with a mini hoe to dig a hole and find out if that slab is this deep or if it goes down 4’, because that is how you would be able to tell.

Kim Foemmel said sure.

Bargender asked what type of slab a garage like this would typically have.
Building Inspector Peterson said it would probably have a grade beam that is 12” wide x 12” deep or 5” of concrete vapor barrier. His concern with the garage if converted to a residence is we all know what happens to a garage in the spring, it leaks and in 2001, the requirement for the vapor barrier wasn’t present.

Kim Foemmel said she has been talking with various contractors about what type of flooring to put in here too to prevent any mold or mildew from happening there. They do make plank flooring that is resistant to water and actually is waterproof as well.

Carol Yahn, 200 Magnolia Drive spoke in opposition of the variance application. Her property is located north of this garage. She doesn’t have an issue with anyone owning this property. Her concern is the variance problems that have been created due to the fact that this property was sold at $18,000 when it is valued at $40,000. Whoever purchased this property or whoever was going to purchase this property deemed it necessary for them to own a property for $18,000 hoping to be able to have a slab. There are plenty of properties that are for sale and there are plenty of properties that are for rent. There are plenty of lots that are for sale around the area. They can build another home with a lot that has been fit for that type of property. This property should not have been sold separately. Now we have a detached garage that is facing the property at 210 Magnolia Drive, so if something is going to get built there it possibly could be facing their property. I bought my property in 2006 and the reason I bought my home was because it was so far away from the next owner. Yes, there is a detached garage right in the middle of the two, but I didn’t have to worry that my children couldn’t play. I didn’t have to worry about people looking into my windows. She distributed a petition that the community signed stating that they don’t want someone building a single family home there. She feels granting this variance would not allow our neighborhood to stay as it is. Her house is not the most expensive house in the community and she gets that and is aware of that and she understands that, but the houses around are worth $300,000, $400,000. Hers is worth $200,000. Putting this garage and turning it into a single family home which will be 400 square feet with a two car garage so that they can use it two months out of the year; what good is that to our community? Why should we have something like that just to be used for two months out of the year? Why didn’t they buy another lot? Why didn’t they buy another house? It may be only 10 inches, but to me that 10 inches means that is on my side of the yard. That is my side and that is what I’m going to have to live with.

Raymond Ortiz, 200 Magnolia Drive spoke in opposition of the variance request. He explained that even though Ms. Foemmel had a surveyor, he measured the way the City told him to measure the lot line from Adler to the property line and he believes the garage is only 2.5 feet from Carol Yahn’s property lot line. There isn’t enough room there.

David Asplin, 211 Ley Avenue, owner of the vacant property to the west of this lot expressed concerns with the fact that this property wasn’t required to be combined and zoned as one property like his was. He asked how close the dwelling could be built to the back of his property. There are big pine trees in the corner of that lot and he knows those pine trees from our neighbors to our north and the property to our east already have the trees portraying on his property. He explained what happened when he built his home. In 2002, his garage turned out to be two inches on property that he didn’t own. He had a similar situation that caused hardship for him. As soon as he bought the additional property that was needed so he wouldn’t have to tear the garage down, the City told him that he needed to zone it as one parcel, so we had somebody come out and measure and we filed the deed with the County and it became one continuous property. He asked what happened with the property east of ours that they weren’t required to follow the same guideline that Wood County required of our property. We were required to zone it as one continuous property. We paid to have it zoned, filed it and all the permits. His concerns were the setbacks to the north and to the west. The reason for his concerns is because that property was built by Trevor and Tonia Wuethrich, owners of Grassland Dairy. They built a beautiful garage and they had the
funds to do that. He knows they had a small water line, a small sewer line and a gas line in the building. He asked if those utilities were big enough for a dwelling for a house. Most likely not. You are probably going to have to tear up laterals in the City to replace those laterals, if the laterals don’t meet the building requirements. Keep it as a garage and let them build their dwelling.

Satya Varre, 210 Magnolia Drive. He said he bought this house because he needed a place for his family and after looking around for two months and not being able to find a rental house reasonable enough he ended up buying the house. He explained what he went through in buying the house. He felt the lot with the detached garage was of great value for someone who needs that but it wasn’t for him. He felt it would have been more of a maintenance issue than being useful. He was told that the property with the detached garage was worth a lot because you can turn around and sell it, but later on we found out that this is not the case, because there are City stipulations; one being if it sold separately a house must be built.

Akanksha Joshi, 210 Magnolia Drive said she lived in a hotel for a month and at a friend’s house another month. Her kids had to stay in Michigan away from both dad and mom to be taken care of. She considered that a hardship. The City did not help us. We could not buy the house. The lot was just a nightmare. We had agreed to buy it together to begin with. By the grace of God, we said we don’t need this and we will not buy it and we bought the house.

Satya Varre said they had to hire a lawyer and it took about 1 ½-2 months more. He is still working in a different state and he wanted his family to be safe. Going into something is not a hardship. He is concerned with how the house will be built on the lot.

Alen Johnson, 2100 Adler Road. He has his house for sale. He gets the feeling that this property was purchased and there was an after the fact that we have to put something in here and now we are going to stick a 400 square foot apartment in there to meet code to buy some time to put up another home. His concern is that there is no guarantee that the owner will put another house there whether it is detached or attached or whatever the case may be and just having this small apartment being used two months out of a year. There is a maintenance thing that comes with that with mowing, and/or shoveling or whatever the case may be. This seems a little backwards. We have no idea if there is a frost wall or if it is a floating slab at all. If the variance is granted and then we find out that it is not conforming then what happens. He feels like this is being pushed just to meet a code because they weren’t aware of what the rules were when they purchased the property. He just doesn’t want to see a 500 square foot living area put into a garage. He doesn’t think it is good for the area. The average value of those houses in this area is about $300,000 and the average price of all those lots in this area is about $31,000-$32,000. And, yes they got a good deal, but he doesn’t agree with turning that garage into a 500 square foot living space.

Ram Pathak, 200 Ley Avenue. This lot is relatively smaller than some of the other lots in the neighborhood. It has a fairly large detached garage and when he was going through some of the things on the internet he saw that one of the options would be to have the current lot under consideration be sold to one of the adjoining neighbors and to him that seems like a very reasonable option if one of the existing neighbors with a boundary line with that lot is willing to purchase it with a negotiable price with the current owner. We have heard that the plan is to build a small 500 square foot possible house provided the slab is adequate, provided the gutters and the gas line and everything is adequate for a living dwelling, which we are not sure of at this time. It may or it may not be. We have a situation where it is not usual. Like most other deals on properties in the City, the property sells for 110-120% of what the City has estimated its price to be. Here you have a situation where the property sold for 40-45% of what the City estimated the cost to be, so presumably the owner who bought it had a good idea that they were getting a really good deal as to compared to what the market rate is for that property. And, in speaking for myself, if I happened to purchase a property like this knowing that this will incur more costs to me, I think I would have talked about it and where I know what I’m saving in buying this property that is the
money I will use to dig it up and get the slab in the proper way. And whatever extra money that I would have spent, I would have cut back on the price that I paid for the lot itself. Presumably the current owner may or may not have taken that into consideration. And the current owner has said that she wants to build a 500 square foot living dwelling there and she doesn’t want to invest $350,000 which is typically the average value that all other neighbors have invested. So you have a condition where you just want to give an exemption to an owner for about 10” or so with the idea that a very small house totally out of context with the other existing houses maybe built to conform to get the City’s permission and that also hinges on a lot of other variables such as whether the slab is good enough or whether once the exemption is given the slab is not good enough then what happens. This leads to a lot of variations of where we do not know what is going to happen and as some of the other neighbors have said, it would probably possibly be a hardship for them as well.

Alanna Feddick said the variance doesn’t say whether or not Miss Foemmel can apply for a permit. The variance is 10.5” on the edge of the property and the boundary line. In fact, if we took this garage and if it was on a floating slab and we moved it 10.5”, she could build inside that 50% and it would be just fine and any of these comments would be nonexistent, because this is exactly what could happen. My client fully understands the desire to keep the home in character with the neighborhood and that is exactly why she is asking for that 10” variance. My client is happy to even accept a restriction on the variance, that there has to be a larger building attached within a certain period of time, but that is not the issue. The issue here is 10.5”. It is built too close to the lot line to put a house there. If she moved it, it would be. Obviously, if the variance is granted she would still have to apply for a building permit. She would still need to make sure as the Building Inspector said that there are sufficient frost walls. If they aren’t, that is one more hurdle that she will need to cross. Secondly, there is no requirement for building sites in this area. The law favors the unrestricted use of property. In fact, if there are no restrictions, what the law says in many cases you can build anything you want as long as it is allowed by code. As long as it is allowed there are no restrictions against it the law requires the free exercise of free use property. Regarding Mr. Johnson’s comments, the lots never were combined. They always had separate addresses. This garage has always had its own address of 206 Magnolia Drive. You can’t buy a lot when it requires a variance because of hardship, but that is exactly what a variance is for, for when there is a hardship. It is exactly what the variance part of the code was made for, for a situation like this. The house also can face anyway she wants it to. There is also no requirement of where it faces. It can face into Ms. Yahn’s house. If she wants to have all her windows facing Ms. Yahn’s house she can absolutely do that, but she is not going to, she doesn’t want to do that. She can absolutely have all the windows facing the Varre’s house. Again she doesn’t want to do that. That is not her intention here. Her intention is to fit within the neighborhood, to make it match and ultimately to make the value match as well.

City Planner Miller said the reasons the lots were never combined was because of the specific loophole that we identified in the code. You can build a detached garage separately from a single family home if you owned it as long as the ownership remained the same. And that is something from a staff perspective; we probably look to get rid of moving forward because it has caused a lot of confusion and a lot of frustration. There are a number of other properties that have this same exact situation. The reason that people have opted to do that is simply because we have a garage accessory space limitation when you have a house, so typically you have 1200 square feet where the foot print of the house is your limitation for an accessory space. Having a separate detached garage on an adjacent lot gives you yet an additional 1200 square feet, so you can get that additional space, maintain a lot, and have the lot maintained separately. That is the way you can do that without having to get a conditional use permit. The Varres mentioned that the previous homeowner wasn’t aware of the situation. From discussions, we sent him the same property information sheet a year ago when he purchased the property stating that the single family home had to be built on that lot, so there is a record that shows that he was sent that information. He did receive that information, and was aware that the lots could not be separated when I spoke with him this summer.
Alanna Feddick said specifically what City Planner Miller is referring to is what Mr. Donath said; this lot cannot be sold separately unless a home is constructed on the lot within one year of transcript.

Chairperson Markwardt asked who has the obligation to build that house on that lot within one year.

Alanna Feddick and City Planner Miller said the new owner.

Alanna Feddick said which is what she is asking to do. It is just 10 inches too close.

Chairperson Markwardt declared the public hearing closed at 6:49 p.m.

Alderperson Jockheck left the meeting at 6:51 p.m.

Deliberations were held.

Lewerenz asked if the garage could be converted inside building codes, so a building permit could be issued.

Building Inspector Peterson said yes and he referred to Wisconsin UDC SPS 320.04 Applications (4) Change of Use, a building previously used for another purpose, such as a barn or garage, shall comply with this code upon conversion to residential use. That means every aspect of the UDC single and two-family dwelling must be applied to that garage.

Lewerenz said the practical part he is asking is what about that garage? Is there difficulty with it being up to code for UDC? Are we going to end up with yet another difficulty if we give them a foot and now they convert it, does it have to have a frost wall under it for living conditions? Is it a reasonable thing for you to consider? Or is there difficulties in converting it to a point where, well yeah, but nobody is going to do that. It doesn’t make sense.

Building Inspector Peterson said the interior wall coverings would have to come off to make sure that the headers are existent and compatible and to make sure that the structure is attached to the concrete as required. The National Electric Code has to be brought up to speed. Everything must be current with the current code, so you are talking about a 16 year code cycle, from the time of the construction to now. There have been a lot of code changes.

Lewerenz inquired about Building Inspector Peterson’s vapor barriers comments. He asked if that was under the slab.

Building Inspector Peterson said walls and ceilings also come into play because you can use closed cell insulation to get an exterior wall paper barrier, but that technology has come since 2001. Professionally, it is possible, but it is going to be expensive, because the code requires structural analysis on some of those things. I’m not a PE. I’m not a design professional. I would have to defer that to the PE.

Chairperson Markwardt reminded the board that they can approve a variance request with conditions.

City Planner Miller said the code requirements are a given. The only relaxation of the rules that you can grant is that 10 ½” setback. The rest of them you can’t say well we don’t have to meet the vapor barrier or the frost wall requirements. The board doesn’t have the authority to do that. We would not issue a building permit if all the code requirements aren’t met.
Bargender said this is a pretty complicated issue. What it really boils down to is the variance. It doesn’t matter if the neighbor has some trailers and some cars parked there. That doesn’t matter. That is something that City Ordinance has to deal with if people have problems with that. As far as lot size that was brought up, in looking at the map, I don’t see much difference in lot size from any other property really. I believe there has been deception in this community. People deceived one another in selling and buying properties here in town. We have two examples of that tonight; Mr. Asplin and these folks here, but that is not the issue here tonight. The issue is the variance. We all take into consideration everyone’s opinions. So is it feasible? Yes, it is feasible. By City code, you can do it. I don’t think there has been enough homework done here. When I asked about the slab, they didn’t have an answer. That was my biggest concern about building a house on that garage. That was never meant to be a house. But that is really not what we are here for either. It is really the variance, it is the 10”. So that is what we are here to rule on, the 10”. How all this other stuff comes in, it is factors. In his opinion, he would deny the variance request.

Chairperson Markwardt asked if the variance request is approved and this garage was converted into a partial dwelling, would that satisfy the requirement of the one year thing, that there is a dwelling there and there would be no requirement that you ever would go beyond that to build an additional home whether it is attached or not.

City Planner Miller said once at least 50% of the garage is converted into a single family home and meets the building code requirements we would have no additional requirements from the Zoning standpoint.

Chairperson Markwardt asked if it could be the building it is now plus improvements forever.

City Planner Miller said potentially.

Bargender said the specific reason to deny the variance is because by attaching a house to this it would be 10 inches too close to the lot line.

Lewerenz said we have three criteria that we are supposed to follow that justify giving the variance and the last one is, will the variance be contrary to public interest? Even if the neighbors didn’t have a problem with the variance request, we have a garage then that would be nonconforming. It doesn’t fit into the neighborhood as a residence. It would be a tiny little place. That would be fine and you wouldn’t need a variance if a detached home was built, but that is a big if. What if the money never becomes available? It happens all the time with people. They never build a house they planned to. In this case, it doesn’t fit the public interest. The second is the hardship is due to the physical limitations of the property. On one hand, a house could be designed attached if you had a variance, but if you don’t attach the house, you don’t need the variance and there is enough room on the property and the code says the property needs to be 10,000 square feet and it is 13,000 square feet give or take, so the property is big enough. And you don’t need the variance if you build a detached house and it can be done. So that doesn’t tell us that there is a hardship that we should give the variance for if it is contrary to that. And the last item is that the hardship. There is a hardship involved due to the strict application of the zoning ordinance in that the way that the property was bought. It was bought at a very good price, because there were problems with it. If the problems weren’t known, they should have been. City Planner Miller said that the owner can’t cause a hardship even if it was a previous owner. And does it follow the tent of the zoning ordinances? And it doesn’t in my opinion.

Ziegmeier said there is another reasonable use for the property should a detached structure be built on that lot. The current garage was built as a detached garage and that is its current use and it would fit into the reasonable use of the property with a detached structure.

**ZB17-05**  Motion by Bargender, second by Lewerenz to deny the variance request from Kim
Foemmel for a 12 inch variance to the minimum required side yard setback, to allow an existing detached garage (residential accessory structure) to be partially converted into a single family home, located at a setback of no less than 6.5 feet from the north property line, located at 206 Magnolia Drive, based on the following reasons:

- **Unnecessary hardship** – No. Buying the property just because it is a nonconforming property, applicant was aware of that fact. She had the choice to buy it or not. She didn’t have to buy it. She should have known and if somebody deceived her or didn’t tell her the truth that is just the way it goes in the world.

- **Physical limitations** – Absolutely not. She can build a house there on that lot. It will fit in there and it will look better. In the long run, she will be better off investing the money into a detached structure versus remodeling the garage.

- **Is the variance contrary to public interest?** Yes, because we don’t know if that garage is compliant and putting a house in there and having someone live in there. We know what living in Wisconsin is like. We have all seasons. We have torrential rains, we have snow issues, we have all sorts of issues here and no one would build a house like that. Who would want to build a house like that?

Markwardt summarized Bargender’s reasons for his motion to deny the variance. It does not meet all three of the following tests. Unnecessary hardship is not present. The hardship is not due to physical limitations of the property. The variance will be contrary to the public interest.

Bargender, Lewerenz, Markwardt and Zieglmeier voted Aye; Wegner voted Nay.
**Motion carried**

There being no further business the Chair adjourned the meeting at 7:08 p.m.

Lori A. Panzer  
Deputy City Clerk
CABLE TV COMMITTEE MEETING MINUTES  
DECEMBER 11, 2017

The meeting was called to order by Chairperson Feddick at 5:30 p.m. in Room 108 of City Hall Plaza.

PRESENT: Jim Daniels, Alderperson Earll, Alanna Feddick, April Gentz, Dean Markwardt, Senen Siasoco, and Rachel Zaleski
ALSO PRESENT: Mayor Meyer, Alderperson Zaleski, Breanna Butler, Public Access Coordinator Branden Bodendorfer, and Deputy Clerk Panzer

PUBLIC COMMENTS
None

APPROVAL OF MEETING MINUTES
CTV17-069 Motion by Zaleski, second by Earll to approve the minutes of the October 23, 2017 meeting as submitted.
Motion carried

CORRESPONDENCE
Quarterly franchise fee payment in the amount of $60,669.91 was received.

Breanna Butler received a thank you note from Julie of Shirley’s House of Hope for loaning them a camera for their 9th Annual Iron Chef event and for including their event in her weekly email.

MCTV received a thank you letter from Colleen Lassa of Pittsville High School for the opportunity to view a broadcast.

MCTV received a thank you note from Jason Zaleski of Marshfield Sunrise Rotary.

REVIEW POLICY FOR PURCHASING EQUIPMENT THAT WAS NOT INCLUDED IN THE ADOPTED BUDGET
Chairperson Feddick referred to an email that Branden Bodendorfer received from Finance Director Strey regarding the steps that the Cable TV Committee needs to take if purchasing any equipment in 2018. Specific items in the budget have to be applied to those specific things and if they are not specifically identified in the budget there has to be a separate budget resolution.

Bodendorfer said there is no budget for equipment for 2018, so any equipment that we would purchase after year end would actually have to go through a budget resolution which would have to go before the Common Council.

BUILDING PROPOSAL FOR A NEW MCTV STUDIO IN THE NEW CITY HALL BUILDING
There is no proposal of any sort to move forward at this point.

The option of staying in the Marawood building was discussed. Bodendorfer said if we stay there he would like to see that we get rid of the conference room and open it up so that it can be a storage room for sets at the studio. We have a huge studio area, but 2/3rds of it is full of set equipment. The conference room could be turned into a locker room for set design, so that way we could have multiple sets set up inside the studio and we could be more efficient. Right now, every time we do a shoot we have to plan a half hour or 45 minutes for set up and take down versus if it was set up like it was
originally designed for to have three sets in there. We could literally set up all our sets in one day and traffic the cameras throughout there. The reason we don’t get MACCI and other organizations to do live sets there is because we have too much stuff in there.

A decision of where we want to be in the next ten years needs to be made prior to making an investment at the current studio.

Bodendorfer said if we built on to the Forward Financial Bank right before the drive in area, we would actually go down to only having one studio, one set of equipment and in the course of eight years we could recoup 100% of our costs and then every five years we could save $60,000-$70,000 of the cable franchise fees. For the course of 20 years we would double our money. This isn’t all about money. It makes sense for the Public Access communication area to be connected to City Hall because that is where all your information is coming out of. If MCTV was connected to City Hall it would be very easy for after staff meetings, throughout the course of the day for Dan Knoeck or whoever it may be at City Hall to go downstairs or go to the first level and have a quick five minute interview on MCTV to do a public bulletin.

Mayor Meyer mentioned that the borrowing for the new City Hall building project is done. The Council borrowed for the project two weeks ago, so there is no funding available to do anything further, so that would have to be a separate borrowing resolution.

Bodendorfer said we need to figure out what the long term plan for MCTV is before we put any brick and mortar anywhere.

Daniels pointed out that the long term plan for MCTV is the job of the City not of the Cable TV Committee. We need the vision of the City in order to make a decision like this.

Alderperson Earll agreed with Daniels and said it is unclear what the City really wants to do.

CTV17-070 Motion by Daniels, second by Earll to recommend to the Common Council not to use the Community Center for a new television studio, because it is not adequate based on the physical limitations of the ceiling height and requirements of the studio.

Motion carried

Bodendorfer said he would like to see City government doing more communications and the best way to do that is to be in front of them and to be accessible to them. Being across town is very challenging.

Daniels asked if there could be a MCTV staff representative in an office at the City Hall.

Bodendorfer said his recommendation would be for the City to hire a communications director and take away about $70,000 from the Cable TV budget to fund that person, but then that person would also run all government communications and MCTV would basically become an education and community channel, similar to what Wisconsin Rapids does. Which if you moved the station to somewhere with less rent; you could fund that just out of rental fees and duplication costs.

Chairperson Feddick asked Bodendorfer to work on a proposal for adding a MCTV studio onto the Forward Financial Bank building to present to the Cable TV Committee in the near future. Then the Cable TV Committee can send a recommendation to the Common Council and suggest that a blueprint be drawn up, that the total cost be determined and where the funding would be proposed to come out of for this.
UPDATE ON ERRORS AND OMISSIONS INSURANCE
Chairperson Feddick referred to an email that she received from City Administrator Barg on December 7th, indicating that the Worker’s Compensation thing is now a “non-issue” and all that remains is the auto insurance issue. City Attorney Wolfgram was going to do some further checking and he expected to have a report for this meeting, but we haven’t received a report yet.

VERIFY THE COPYRIGHT INFORMATION ON THE VIDEOS (LABELING AND THE ACTUAL PROGRAM)
Daniels said that every program and DVD that MCTV puts out should have a copyright on it.

CTV17-071 Motion by Daniels, second by Markwardt to add the copyright symbol and the year to all programming and physical labels starting January 1, 2018.
Motion carried

WHAT DO OTHER COMMUNITIES DO REGARDING A PROGRAM REQUEST
Bodendorfer reported that he has several meetings set up with Wausau, Stevens Point, Oshkosh, West Bend, Sauk City, River Falls, and Eau Claire, and he will be touring all these facilities in the next two months and he will give a recap to the Cable TV Committee after each visit and he will give an overall report for all the visits in February. He shared a list of the questions that he is going to ask each facility with the Cable TV Committee members.

Daniels would like to know how these facilities are funded. Is there station paid for by the City and if so, are City employees than able to assist with programs on work time. How are producers funded? Are they allowed promotions?

DISCUSS BRIGHT LINE BETWEEN TRI-MEDIA, MCTV AND FOCUS ON MARSHFIELD
Chairperson Feddick explained that this agenda item has been discussed a couple of times because of some peoples’ perceptions. How does Tri-Media separate itself as the coordinator for MCTV versus Tri-Media who runs Focus on Marshfield and Explore Marshfield?

Daniels asked what distinguishes a MCTV production versus a Tri-Media production. He used the Cooking with Ruth show as an example. It used to be a MCTV production and now it is a Tri-Media production. Why?

Bodendorfer explained that if you are using MCTV resources and staff it is MCTV programming. If you are using resources that are outside of the City coordinator fee it is a Tri-Media program. He explained that when MCTV’s equipment broke down for remote production, it was either cancel the show or Tri-Media picked it up. Breanna is no longer really a MCTV employee. She actually does that show on her Tri-Media payroll and then submits the content to MCTV.

Breanna Butler said she did the show on her phone with her own camera because she likes doing it and didn’t want to see it go away.

Bodendorfer said he would like to see a programming guide of programs that we commit to doing, so that you know that MCTV is doing these programs with the dollars the City is paying the contractor and as additional programming comes to creation we either have the opportunity to remove programming from our plate or look at adding programming to our plate.
Bodendorfer addressed the concerns of MCTV showing up on cross platforms. All the content on MCTV’s page that is shared from folks of Explore is promoting MCTV content. He used the parade as an example. The parade because we shared it on Explore reached 7,481 people; organically from MCTV it reached 230. MCTV is greatly benefiting from the distribution of it. Also, Tri-Media uses Tri-Media staff and payroll to contribute over 25 hours of community programming that has never been accessible to MCTV in the past, such as sports programming which is a big driver. He explained his challenges with promoting MCTV. It all comes down to fairness of content. How do other media outlets get access that content in a fair matter? He explained a plan that he and the Technology Department came up with to create a way so that everybody has fair access to all the content. He would like to take that plan one step further and help City department heads create that content. He believes this plan will also create clarity in this whole piece.

This plan will allow there to be a step in the process for MCTV to be a part of city communications, it will allow us to take the videos that we are already doing and get it to the next level and at the same time it doesn’t kill the fact that you want your media outlets to share the story. If we don’t have media in the community sharing what we are putting together, we are essentially dead in the water. Everything is already in place; he just needs the green light on all of it. This plan will be going to the Council to review.

The Cable TV Committee asked if this was part of MCTV’s budget.

Bodendorfer said part of MCTV’s role is to market the content that we develop. We are required to promote the content we are doing. We are doing it by 21st century means of using written articles.

Bodendorfer said his goal would be to take the content that we are creating for MCTV in those departments and exercise it. MCTV is not about MCTV. MCTV is about getting all the other content that is out there. We are storytellers. We are here to tell a story for the community being educational or government, but we don’t have our own story so our job is to promote everybody else’s stories. We do a good job through video, but a lot of times video isn’t the only means of how people get their news. He thinks Focus has been so successful because they write a story and people can see the story within 15 seconds of skimming through it and if the story interests them enough they will engage with the video or content.

Markwardt said this model seems to be built around government. What about Cooking with Ruth? What is the model for that program?

Bodendorfer said you don’t have a means of posting the content for its distribution.

Chairperson Feddick said with a governmental entity which is what MCTV truly is, there has to be certain requirements of how the money is spent and how the money is divided up and how the money is paid and what it is paid for and paid to. We just need to make sure that that is getting divided up correctly.

Gentz explained that she has been approached by more than one community member where they have asked why Focus and Explore postings are being shared on MCTV’s page. It is being seen by some people as a way to help boost the coordinator’s other businesses.

Chairperson Feddick said one of the things that we had talked about is a list of programming by MCTV and ultimately the cost of that.
Bodendorfer said one of his goals when he presented this earlier in the year was to list all the programming that we should do, and the estimated time it takes to do each production, but when we met with the Finance Director and City Administrator last week, Finance Director Strey told us there is no way that we can do that because it has to be antiquated to hours. It can’t come out of the budget unless there is a specific line item for it. The contract doesn’t say we can pay by programs. We have to pay by hours, so it is hard to bring on new programming.

Chairperson Feddick thought it would be a good idea for the Cable TV Committee to have a list of the programming and what we are getting for it, so they can see if they want to change anything.

Mayor Meyer said sharing content is a great idea. We know we live in a world where we need to share content. The contract is quite clear and when we go beyond that we have to make sure that we are doing it in a very transparent way that the public understands it and there are no questions.

Bodendorfer said one of his roles as the contractor is to market MCTV. He is providing a free platform that is not costing anything and MCTV is getting 10 times the return. If there is controversy in that and you just want it to be black and white, he can do that but you will lose traction and that is just the reality of it. He can’t force Hub City Times and other media agencies to share our content, but he is privileged and we are privileged that he can help share that content that we are doing.

Mayor Meyer said as Mayor there are some things that he would like to be able to do or things that he would like to be able to say but he can’t because of the role that he is in and that goes for contractors too. It is great to have the content shared between WDLB, the Hub City Times, and Focus. The problem is when the person responsible for making the decisions about what gets shared and where it gets shared is one of the people that is benefiting from that, it creates a big gray area and that big area of question about whether or not you are receiving financial benefit from operating the Public Access Channel. We need to have some very clear protocols and policies in place so we can tell people what we are doing and how we are doing it and why. There is a perception issue that needs to be clarified and that can be done through policy.

Siasoco said social media is going to overtake all of this stuff.

Bodendorfer explained the struggle he has. When he came to MCTV the first words he heard from everybody was no one sees our content, no one shares our content, nobody actually knows what we are doing, so he thought he could create a platform that won’t cost anybody any money. He is challenged by trying to add to the value of the community content.

Feddick asked if there is a policy that could be created to change people’s perception.

Bodendorfer believes the City should have a Communications person that oversees the government side of MCTV and the community and educational side should be contracted out by programming not by the entire umbrella. He doesn’t want to leave MCTV and see it go dark.

Markwardt left the meeting at 7:39 p.m.
Mayor Meyer left the meeting at 7:40 p.m.
Alderperson Zaleski left the meeting at 7:42 p.m.

After much discussion it was decided to run business as usual. The Cable TV Committee is aware of the perception that is out there and they will discuss drafting a policy in the future to clarify the perception issues.
REVIEW AND APPROVAL OF MARSHFIELD COMMUNITY TELEVISION PROGRAM REQUEST FOOTAGE RELEASE FORM
Chairperson Feddick said there is clearly an issue between the raw material and programming that is already in the PEG Guidelines. We need to get a redraft of this program release, because it is just not right. It is talking about programming at $60.00 versus raw material at $60.00, so that needs to get adjusted and then we also still need an answer from City Attorney Wolfgram on whether the raw material can be altered or edited. This item will be discussed again at next month’s meeting.

FURTHER DISCUSSION ON PAYING SPECIFIC PROGRAM HOSTS
Chairperson Feddick said this item has already kind of been addressed and it has to do with the budget and how we are going to move forward with the list of programming that MCTV is doing and how it is costing us, because then we just need to do a budget resolution and put that through to the Common Council and if we are going to pay specific program hosts, we are going to and if we aren’t because it is not in the budget or we don’t want to do that type of programming then we are not. It all has to do with the listing of programming.

START PROCESS TO GET MCTV’S YOUTUBE AND FACEBOOK PAGES SET UP FOR LIVE BROADCASTS OF COMMUNITY EVENTS
The Cable TV Committee anticipates a process in the future. This item will be discussed at next month’s meeting.

REVIEW PROPOSED PEG GUIDELINES CHANGES
Chairperson Feddick said no changes have been made. The Cable TV Committee needs to make the changes, approve them, and send them back to City Attorney Wolfgram to review again before they go to the Common Council. This item will be reviewed at a future meeting.

Chairperson Feddick believes that Bodendorfer will be able to get some information from the other Public Access facilities that he will be visiting regarding the training of community producers and incentives for community producers.

UPDATE ON DACAST
Bodendorfer talked to Technology Director Ng about this and they met last week and ordered some additional hardware to support the system and hopefully that will be here in the next week or two and then we will be able to start testing the software. If it works like he believes it will work, because DaCast can set up a relationship with Facebook and YouTube to live stream on behalf of DaCast then the payment from him to DaCast would then allow us to broadcast livestreaming for MCTV on a YouTube channel, because we don’t have our own YouTube channel.

Gentz said that we do have our own YouTube channel though.

Bodendorfer explained that we do have our own YouTube channel, but we can’t livestream because the City doesn’t have a credit card that we can tie to it. It can be verified by the following ways. 1) You have to have a following of 1,000 subscribers, 2) you have to have a credit card to authenticate the account or 3) you have to allow ads on the YouTube page during the livestream. The third way is not an option for us.

Bodendorfer explained that DaCast would authenticate a YouTube page for us on their behalf because they would be our streamer that we then would white label on our end, so if all goes well we would be able to fix that with that software programming. Once he gets the information from the Technology
Department and is able to test it out we might have a resolution. He needs to check with DaCast to see what happens to the YouTube channel if we terminate our account with DaCast. Do we lose the channel or does it become dormant?

An update will be given next month.

**DISCUSS TERMINATION OF GRANICUS AGREEMENT**

This item will be discussed with the update on DaCast that will be given at next month’s meeting.

**DISCUSS SCALING BACK THE STAFFING AND PROGRAMMING FOR MCTV**

Bodendorfer said in the last 60 days he has determined that MCTV and the direction that it is headed is not in his long term view. As the contract is now, he has no means of entertaining the contract. He would need to see some major changes. There are only twelve meetings that will take place from now until the transition. He would like to know by October 1st, if he is not the next coordinator or if there is whatever the transition may be, because we need to prepare ourselves for that. He doesn’t think you can transition on day one and maintain the same amount of programming and all the same assets and resources. He thinks there should be a 6 month transition. By October 1st, we need to enter a transitional mode and that does result that we will probably have to start downscaling our production of what we are doing and then the next coordinator or next individual can scale it back up. He explained that he does have staff starting to explore other options because they know that their positions are being eliminated in the next fifteen months. Stephanie is leaving at the end of this week. She has been at MCTV for four years. The challenge he has is that anybody we hire for her receptionist position knows that they are getting a one year gig, so to think of somebody that is going to be career minded or is long term invested isn’t an opportunity he looks for. He will be looking for someone in between jobs that are looking for a gap to fill and he imagines what will happen over the next year is that that person is probably going to filter out 2-3 times, because we are constantly going to find someone who says they will take this job and then while they are here they will be looking for a different job. We are going to see some rotation throughout the remainder of the contract. Over the next few months, we need to figure out how to transition. Maybe it is something where the new coordinator starts January 1st of next year and there is three months of overlap. We just need to think about that and how it is going to look and feel. He is committed to seeing it transfer over.

**PUBLIC ACCESS COORDINATOR'S REPORTS FOR OCTOBER AND NOVEMBER**

The Public Access Coordinator's Reports for October and November 2017 were reviewed. (See attached reports.)

**CTV17-072** Motion by Daniels, second by Gentz to receive and place on file the Public Access Coordinator's Reports.

**Motion carried**

**BILLS**

The bill query report was reviewed.

Bodendorfer explained per the current contract, we bill per hour, so we went back through and audited all those bills by hour for the entire year and we had under billed MCTV by $2,100.00, so that was the second invoice that was issued last week for the difference of $2,100.00 and then when we went forward everything is then billed by hour.
CTV17-073 Motion by Siasoco, second by Zaleski to authorize payment of the following bills as presented:

- Advanced Disposal (October 31, 2017) $ 58.34
- Amazon.com $ 436.00
- SHI International Corp $ 797.37
- Spectrum Business (11/01/17 to 11/30/17) $ 111.31
- Spectrum Business (10/26/17 to 11/25/17) $ 113.37
- We Energies $ 9.24
- Reimbursement (Branden Bodendorfer) $ 192.46
- Walmart $ 22.80
- Tri-Media (Invoices 2033, 2082, 2108, 2118, 2120, 2128, 2163, 2173, 2178, 2179, 2181, & 2182) $ 27,518.00

Total $29,258.89

Motion carried

DISCUSS/APPROVE CHANGE IN PROCESSING BILL PAYMENTS
Feddick explained that she as the chairperson was supposed to sign the bills, but she couldn’t always get to the station so then Rachel as the Vice Chairperson was doing it for a while and then there was a mix up. As a gap fill, so that for instance Tri-Media doesn’t go without payment for a month and months or so services aren’t dropped, we talked about processing bill payments and allowing in a stop gap measure to allow the Finance Director as long as they are per the budget items to just process the bill payments when they come to us for approval.

CTV17-074 Motion by Feddick, second by Earll to allow Finance Director Strey to process the bills in lieu of the Chair or Vice Chair’s approval provided that the items are pursuant to the budgetary requirements.

If the Chairperson or Vice Chairperson doesn’t sign the bills by the Tuesday before the Finance, Budget, and Personnel Committee meeting, MCTV will code them and send them to Finance Director Strey and as long as they meet the budget he will approve them. The bills will still be reviewed by the Cable TV Committee and be subject to the Cable TV Committee’s approval yet.

Vote on motion CTV17-074.
Motion carried

FINANCIAL REPORTS

Motion carried

RECOMMENDED ITEMS FOR FUTURE AGENDAS
- Building proposal for a new MCTV studio in the new City Hall building
- Update on errors and omissions insurance
- Report from Public Access Coordinator on his visits to other Public Access facilities
- Discuss creating a policy to clarify the perception issues between Tri-Media, MCTV and Focus on Marshfield
• Review and approval of Marshfield Community Television Program Request footage release form
• Start process to get MCTV’s YouTube and Facebook pages set up for live broadcasts of community events
• Review proposed PEG Guidelines changes
• Update on DaCast and discuss termination of Granicus Agreement
• Review list of programming

Next meeting is scheduled for January 8, 2018 at 5:30 p.m.

Motion by Zaleski, second by Gentz to adjourn at 8:05 p.m.

Motion carried

Lori A. Panzer
Deputy City Clerk
PUBLIC ACCESS COORDINATOR’S REPORT
Cable TV Committee Meeting 10/23/17.

PROGRAMMING UPDATE
For a full list of new programs, please visit the MCTV YouTube Channel:
https://www.youtube.com/channel/UC03I-m9S_ZjduXjulvczM5Q

For a full archive of government programming, please visit:
http://legacyweb.ci.marshfield.wi.us/video/

COMMUNITY PRODUCER ACTIVITY
• August 22 – September 20 programming

<table>
<thead>
<tr>
<th>Name</th>
<th>Programs (total produced)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Speth (full producer, videographer)</td>
<td>Christ Lutheran Worship (4)</td>
</tr>
<tr>
<td>Mary Asplin (Producer)</td>
<td>Lights, Camera, Polka (4)</td>
</tr>
<tr>
<td>John Beck (full producer, videographer)</td>
<td>Immanuel Lutheran Worship (4)</td>
</tr>
<tr>
<td>Tri-Media, LLC (full production)</td>
<td>• Sports Broadcasting&lt;br&gt; • Powers Bluff Development Project Presentation by Chad Schooley @ ERMPL&lt;br&gt; • The News (in collaboration with WDLB Radio)</td>
</tr>
<tr>
<td>Jason &amp; Rachel Zaleski</td>
<td>Zaleski Sports Show&lt;br&gt; Sports games (4)</td>
</tr>
<tr>
<td>Tri-Media (Producer)</td>
<td></td>
</tr>
<tr>
<td>Ruth &amp; Gary Elderbrook (hosts)</td>
<td>Cooking with Ruth (2)</td>
</tr>
<tr>
<td>(with Tri-Media, LLC as producer)</td>
<td></td>
</tr>
<tr>
<td>Brian Becker/UW (producer)</td>
<td>Campus Connections: UW-Marshfield/Wood County University Foundation</td>
</tr>
<tr>
<td>Michelle Boernke (producer - host)</td>
<td></td>
</tr>
<tr>
<td>Tri-Media (Producer)</td>
<td></td>
</tr>
<tr>
<td>WDLB (host)</td>
<td>• Insight: Ask The Mayor&lt;br&gt; • Insight: Wood County Sheriff</td>
</tr>
<tr>
<td>Tri-Media (Producer)</td>
<td></td>
</tr>
<tr>
<td>Krystal Bowman (producer)</td>
<td>Tiger TV – “Lunch and Learn” program</td>
</tr>
<tr>
<td>Dr. Dee Wells (Host)</td>
<td></td>
</tr>
</tbody>
</table>
| **Tri-Media (Producer)** | **Dr. Bruce Krawisz (producer)**  
*Tri-Media (Producer)* | **Climate Change, The Ocean, and Health Presentation**  
| **Amber Leifheit (Camera)**  
*Tri-Media (Producer)* | **“Taproots of Hate” presentation by Jeff Kleiman, American History Professor at UW-Marshfield/Wood County**  
| **Steve Burns (Guest)**  
*Tri-Media (Producer)* | **Alaska Trip Recap with Steve Burns**  
| **Tricia Fancher (producer)**  
*Tri-Media (Producer)* | **Hannah Center Testimonials Video.**  
| **David Meyer (camera-producer)**  
*Tri-Media (Producer)* | **ALS Awareness Run/Walk Recap**  
| **Jason Zaleski (producer)**  
*Tri-Media (Producer)* | **Coach on a Couch**  

**Other Submitted Programming**
- Music & The Spoken Word (Weekly)
- LaCrosse Catholic Diocese Mass (Weekly)
- MSTC Board of Directors (Monthly)

**NEW COMMUNITY PRODUCERS TRAINED ON CAMERA SINCE LAST REPORT:**

**NON-PROFITS ASSISTED:**
- ALS Steps for Hope
- Marshfield Area Pet Shelter
- Healthy Lifestyles Marshfield Area Coalition
- Marshfield Area United Way
- Main Street Marshfield
- New Visions Gallery
- The Hannah Center
- Marshfield Master Gardeners
- Marshfield Area Fire & Rescue Department
- UW-Marshfield/Wood County Extension
- UW-Marshfield/Wood County Continuing Education
- Everett Roehl Marshfield Public Library
• Chestnut Center for the Arts
• Marshfield Conventions & Visitors Bureau
• Immanuel Lutheran Church
• First Presbyterian Church - Marshfield
• Aging & Disability Resource Center of Central Wisconsin
• Marshfield Historic Preservation Association
• North Wood County Historical Society
• Marshfield Clinic Health System YMCA
• Big Brothers Big Sisters of Wood County
• Shirley's House of Hope
• Lucille Tack Center for the Arts
• Wisconsin Christian News Ministry Center
Public Access Coordinator’s Report
Cable TV Committee Meeting 11/27/17.

PROGRAMMING UPDATE
For a full list of new programs, please visit the MCTV YouTube Channel:
https://www.youtube.com/channel/UC03I-m9S_ZjduXjulvczM5Q

For a full archive of government programming, please visit:
http://legacyweb.ci.marshfield.wi.us/video/

COMMUNITY PRODUCER ACTIVITY
• October 1 – October 31 programming

<table>
<thead>
<tr>
<th>Name</th>
<th>Programs (total produced)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tri-Media, LLC (full production)</td>
<td>• Sports Broadcasting</td>
</tr>
<tr>
<td></td>
<td>Auburndale vs Stratford_2:14:22</td>
</tr>
<tr>
<td></td>
<td>Marshfield vs Oshkosh North_1:48:51</td>
</tr>
<tr>
<td></td>
<td>Spencer Columbus vs EC Regis_2:06:47</td>
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<tr>
<td></td>
<td>Columbus vs Pacelli_1:34:52</td>
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<tr>
<td></td>
<td>Columbus vs Gilman_1:34:01</td>
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<tr>
<td></td>
<td>Marshfield vs Wisconsin Rapids_1:36:53</td>
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<tr>
<td></td>
<td>Marshfield vs DC Everest_1:36:58</td>
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<tr>
<td></td>
<td>Auburndale vs Whitehall</td>
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<td></td>
<td>Norseman_2:15:31</td>
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<td></td>
<td>Marshfield vs Wausau West_2:36:29</td>
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<tr>
<td></td>
<td>Spencer Columbus vs Glenwood</td>
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<tr>
<td></td>
<td>City_2:01:13</td>
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<tr>
<td></td>
<td>Marshfield vs Holmen_2:58:41</td>
</tr>
<tr>
<td>Event / Presenter / Producer</td>
<td>Details</td>
</tr>
<tr>
<td>-----------------------------</td>
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<tr>
<td><strong>Powers Bluff Development Project Presentation by Chad Schooley @ ERMPL</strong></td>
<td>(53:56)</td>
</tr>
<tr>
<td><strong>2017 Andrus Award for Community Service - Don Zais</strong></td>
<td>(12:57)</td>
</tr>
<tr>
<td>Ruth &amp; Gary Elderbrook (hosts) (with Tri-Media, LLC as producer)</td>
<td>Cooking with Ruth (2) (12:25) (8:25)</td>
</tr>
<tr>
<td>WDLB (host) Tri-Media (Producer)</td>
<td>• <strong>Insight: Ask The Mayor</strong> (51:41) • <strong>Insight: Wood County Sheriff</strong> (51:58) • <strong>Council Preview</strong> (29:26)</td>
</tr>
<tr>
<td>Dr. Bruce Krawisz (producer) Tri-Media (Producer)</td>
<td>Climate Change, The Ocean, and Health Presentation (42:55)</td>
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<tr>
<td>Brian Becker/UW (producer) Michelle Boernke (producer - host) Tri-Media (Producer)</td>
<td>Campus Connections: UW-Marinette/Wood County – Athletics (16:04)</td>
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<tr>
<td>Steve Burns (Guest) Tri-Media (Producer)</td>
<td>Alaska Trip Recap with Steve Burns (14:07)</td>
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<tr>
<td>Tricia Fancher (producer) Tri-Media (Producer)</td>
<td>Hannah Center Testimonials Video (6:25)</td>
</tr>
<tr>
<td>David Meyer (camera-producer) Tri-Media (Producer)</td>
<td>ALS Awareness Run/Walk Recap (28:58)</td>
</tr>
</tbody>
</table>
Other Submitted Programming
• Music & The Spoken Word (Weekly – 5) (27:56 each)
• LaCrosse Catholic Diocese Mass (Weekly - 5) (28:32 each)
• MSTC Board of Directors (Monthly) (1:01:08)

Total Hours of Programming: 47 hours 29 minutes 7 seconds.

NEW COMMUNITY PRODUCERS TRAINED ON CAMERA SINCE LAST REPORT:

NON-PROFITS ASSISTED:
• Marshfield Area Pet Shelter
• Main Street Marshfield
• New Visions Gallery
• The Hannah Center
• UW-Marshfield/Wood County Extension
• UW-Marshfield/Wood County Continuing Education
• Everett Roehl Marshfield Public Library
• Chestnut Center for the Arts
• Immanuel Lutheran Church
• Christ Lutheran Church
• Sacred Heart Catholic Church
• First Presbyterian Church - Marshfield
• Aging & Disability Resource Center of Central Wisconsin
• Marshfield Historic Preservation Association
• North Wood County Historical Society
• Marshfield Clinic Health System YMCA
• Big Brothers Big Sisters of Wood County
• Shirley’s House of Hope
• Lucille Tack Center for the Arts
• Wisconsin Christian News Ministry Center
• Wildwood Park & Zoo
Central Wisconsin State Fair
Board of Director Minutes
December 18, 2017

ROLL CALL:
Present: Jeff Hartman, Sara McFarland, Scott Karl, Peggy Sue Meyer-Miller, Bob Ashbeck (County), Dale Christiansen, Tim Heeg, Dave Urban,
Absent: Jason Zaleski (City), Sandy Leonhard (Jr. Fair), Jeremy Carolfi, Andy Keogh, Jeff Viergutz
Public Present: Lori Salzmann, Shelly Messick

The meeting of the Central Wisconsin State Fair was called to order at 7:38pm in the Fair Office at the Central Wisconsin State Fair Grounds.

Ashbeck made a motion to approve the minutes and Meyer-Miller seconded them. The financial update was given by Christiansen. $4000 of advanced ticket sales have been purchased. The Paypal from the bull ride was not being put directly into the bank account in the amount of $9,000. That money has been used to help pay bills. There is roughly $14,000 in outstanding bills and roughly $8,000 in the checkbook. It was determined that the county can not release the funds until January. Meyer-Miller made a motion to approve the financial report and Karl seconded. All

Christiansen gave his executive report.
- The fair dates have been changed and the carnival contract has been signed for a 1 year contract with a 2 year option at the end of the first year. A&P determined that they would settle for $50,000, the response was that they we would not provide a cash settlement. They have been notified that we have changed our fair dates and they can set up the week they are contracted. If they file a lawsuit, we are not in breach of contract because of the lack of specifications in the contract. Our lawyer stated that we could file a nuisance fee against them.
- There have been many positive remarks from the public behind changing the fair date.
- There is a sponsorship package put together and have been meeting with business.
- We are looking to bring in a high dive group out of Minnesota for a free-event on the grounds during the fair. It is a $20,000 show for the week. It will not be booked unless there are sponsorship dollars for it. There is no other act like this in the state of Wisconsin.
- The Fair theme is “Can’t Miss This.”
- There is a draft for a 3-year deal with the city for the management of the grounds. To continue with this deal, the city wants a fair grounds campus master plan. The cost of the surveying for the master plan is $12,500. The city, county, and development services are willing to each sponsor $3,100 leaving $3,125 for the fair to cover. The fair commission has been concerned about the change of management in the office. Heeg made the motion to pay the $3,125 for the campus master plan and Meyer-Miller seconded the motion. It unanimously passed. There has been some discrepancy over money with the city with how much of the maintenance and personnel budget we acquire. Justin Kasperson mentioned that there is hope that the fair will take over management by mid-January or February 1.
- There was disappointment after the last meeting that the information on the date change was on the radio right away the next morning, along with false information that was broadcasted.

There was no Jr. Fair report. Ashbeck commented on the commission meeting.

Committee Reports –
Fairest – McFarland gave a report. The 2018 coronation will be held at Hotel Marshfield on April 12th. There will also be a Pancake feed fundraiser at the American Legion on April 8th. The next meeting will be January 24th at 6:00pm.
**Building and Grounds** – Karl mentioned that Market Sale Committee wants to potentially expand Pat’s barn to put the beef in as well as putting permanent animal gates. All animals in Pat’s barn and the beef barn would switch barns. Otherwise to put in new pens and gating to make it collapsible to use the barn for winter storage options. There was also discussion about fixing the wash rack by the hog building to fix water drainage and new fencing. Salzman asked what the correct proceedings were for Jr. Fair or Market Sale to get bids for projects. Christiansen requested to inform him beforehand so he knows.

**Old Business:**

**New Ticket Prices/Proposals** – Tabled for next month’s meeting. Christiansen will gather information on potential grandstand acts. It was mentioned that there may be lawnmower races or the Big Air show for Tuesday night entertainment. Wednesday-Friday would be music acts. Wednesday night Home Free was declined because of a European tour. Saturday would be a monster truck show due to the Loyal Cornfest having a truck/tractor pull. Sunday would be a demo derby. There was a discretion in topic so McFarland called a point of order and Meyer-Miller seconded the motion.

**Grounds Update** – Urban stated that he will consider the banner flags for designs and present it to the 4-H Leaders Association. He will bring back more information later.

**New Business:**

**New Member Voting** – Shelley Messick introduced herself and gave a bio. Lori Salzmann gave a short bio. McFarland and Meyer-Miller counted votes. Our new directors are Lori Salzmann with 5 votes, Tim Heeg with 4 votes, and Dave Urban with 5 votes.

Meyer-Miller made the motion to adjourn and Heeg seconded the motion. The meeting was adjourned at 8:58pm.

Respectfully submitted

[Signature]

Sara McFarland
Central Wisconsin State Fair
Board of Directors Secretary
MINUTES
FIRE AND POLICE COMMISSION
JANUARY 4, 2018

The meeting was called to order by Commissioner Andy Keogh at 7:33 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

PRESENT: Commissioners Meece, Mueller, Meyers, and Keogh.
EXCUSED: Commissioner Gershman.
ALSO PRESENT: Fire Chief Owen, Deputy Chiefs Bakos and Fletty, and Relief Lieutenant Altman, Police Chief Gramza and Assistant Chief Zeps, and Council Member Earll.

FP18-001 Motion by Mueller, second by Meece to approve the minutes of the 12/07/17 regular meeting.
Motion carried.

Commissioner Keogh performed the Oath of Office for promoted Deputy Fire Chief Fletty and Relief Lieutenant Altman.

Relief Lieutenant Altman leaves the meeting at 7:39 a.m.

FP18-002 Motion by Meyers, second by Mueller to approve the fire department bills in the amount of $37,723.62.
Roll call: Meece yes, Mueller yes, Meyers yes, and Keogh yes.
Motion carried.

FP18-003 Motion by Meece, second by Mueller to approve the police department bills in the amount of $543,018.71.
Roll call: Meece yes, Mueller yes, Meyers yes, and Keogh yes.
Motion carried.

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

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

FP18-004 Motion by Mueller, second by Meyers to approve and accept the resignations of Patrol Officers Gruber and Anderson.
Roll call: Meece yes, Mueller yes, Meyers yes, and Keogh yes.
Motion carried.

FP18-005 Motion by Meece, second by Meyers to approve Chief Gramza to fill the patrol officer vacancies.
Motion carried.

No crime reports available for review.
Because there was no further new business to discuss, the meeting was adjourned at 8:04 a.m.

COMMISSIONER GERSHMAN IS SCHEDULED TO ATTEND THE COMMON COUNCIL MEETING ON JANUARY 23, 2018.

Marshfield Fire and Police Commission
Nate Mueller, Secretary
The monthly meeting of the Committee on Aging was called to order at 9:30 a.m. by Mike Feirer, Chair

MEMBERS PRESENT: Mike Feirer, Jean Doty, Patty Ruder, Elsie Anderson, Gary Cummings, Laura Mazzini and Becky Huebner-Leu

MEMBERS ABSENT:

OTHERS: Kelly Cassidy, Jennifer Cummings, Amy Krogman, Mary Purkapile, and Rika Schmelzer

COA2018-01 Motion by Cummings, second by Mazzini to approve the minutes from the December 7, 2017 meeting.
Motion carried

AGING AND DISABILITY RESOURCE CENTER OF CENTRAL WISCONSIN UPDATE:
- Angela will contact Freedom Transportation to attend one of our meetings
- Several staff changes:
  - Denise Tritz retiring on January 4. She is being replaced with 2 part-time people between Marshfield and Wisconsin Rapids
  - Nutrition coordinator has left
  - Executive Director recruitment closes on the 15th
- Marshfield Office will be closed for remodeling January 15th to the 23rd
- Wisconsin Rapids office was remodeled. Better usage of space
- Open houses will be scheduled at both offices once remodeling is completed
- ADRC received additional funding to reimbursement of Alzheimer Family Support Program.
- Looking at potential sites for new Café 60 location
- Marshfield Clinic residents will visit ADRC to see what they have to offer. They would be a great speaker at a Senior Center brunch.

WOOD COUNTY TRANSPORTATION:
- Feirer will talk to Brandon Vruwink regarding their attendance at these meeting

FORUM 55+ UPDATE: The planning committee will meet on January 11th.

TAXI UPDATE: Fare increase went into effect as of January 1st.

LIBRARY & COMMUNITY CENTER UPDATE: The committee discussed the following:
- 90 minutes parking
- Taking down of table and chairs which is hard for the seniors
- Seniors concerns regarding homeless people coming in
- Safety issues for some of the entrances

UNFINISHED BUSINESS: Mazzini was on Insight. The committee felt Insight is a great way to get information out to the community and will schedule times as they feel is appropriate

NEW BUSINESS: Cassidy reported that taxes will be done for the seniors again at the United Way. The tax preparation begins in February, appointments can be made after January 1.

2017 SENIOR HEALTH FAIR: Feirer will call Judy Carlson and see if she is willing to set up the speaker.

CITIZEN’S COMMENTS: None

FUTURE MEETING DATE: Thursday, February 1st at Cedar Rail

Meeting was adjourned at 10:45 a.m.

Respectfully submitted,
Amy Krogman
Administrative Assistant III
Economic Development Board meeting  
January 4, 2018

Present: Buttke, Dickrell, Martin, Sennholz, Staab, Trussoni, Wagner, Eberl
Absent: Meissner
Others: Miller, Barg, Krogman, Karen Olson (MACCI), Erin Howard (Marshfield Main Street), and media

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

Approve minutes – December 7, 2017
EDB2018-01 Motion by Buttke, seconded by Eberl to approve the December 7, 2017 minutes as presented. All ayes
Motion carried.

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

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

Discussion/possible action on matters related to EDB priorities

- Wenzel Family Plaza: Howard reported the programming group met and would like to begin the recruitment of the programming director. The oversite committee would be made up of two individuals from CVB, two individuals from Main Street Marshfield, and three individuals that the Economic Development Board would appoint. She suggested Adam Smrcka from Chestnut Center of the Arts, someone from MACCI and a community member. Josh Miller and Justin Casperson would be ex-officios.

EDB2018-02 Motion by Wagner, second by Buttke to approve the makeup of the programming/recruiting committee as follows:

- Kaelie Gomez (Main Street Marshfield)
- Erin Howard (Main Street Marshfield)
- Matt McLean (Convention & Visitor Bureau)
- Scott Koran (Convention & Visitor Bureau)
- Adam Smrcka (Chestnut Center of the Arts)
- Someone from MACCI
- Community Member

All ayes
Motion carried

It is anticipated that this person will be shared between the Convention and Visitor Bureau and Main Street Marshfield. Most of their time will be geared toward the plaza.

The committee discussed how this person would be paid. Wagner had talked to the City Attorney regarding a separate entity. It was suggested that a
Memorandum of Understanding is entered into with each party. In the beginning the person will be under contract with Main Street Marshfield. As this position grows another non-profit can be developed.

The Committee discussed developing a list of deliverables for this position. Miller was asked to development a base line.

- **Phase III – Chestnut to Miller Park:** After discussing the 2nd Street redevelopment the committee decided to look at the report and see what still needs to be completed.

**Future of Façade Program**
The City received one application at the end of 2017. Program was not funded in 2018. Barg and Miller will bring some ideas to start up the program at the next meeting.

**Economic development activities**
- **City:** Apartment complex on North Hume was approved by Plan Commission. Final site plan has to go back to council.
- **MACCI:** The day care committee met. Marshfield has lost 200 day care spots. Daycare is a big issue in Marshfield. There is a list, but day cares are having a hard time finding employees.

**EDB2018-03** Motion by Buttke, second by Wagner to adjourn to closed session under 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 reason are involved.”
Roll call vote, all ayes (Time: 4:17 p.m.)
Motion carried

Present in closed session: Buttke, Dickrell, Martin, Sennholz, Staab, Trussoni, Wagner, Eberl, Olson, city staff (Miller, Barg, and Krogman)

**EDB2018-04** Motion by Buttke, seconded by Dickrell to return to open session. Roll call vote, all ayes (time 4:52 p.m.)
Motion carried

There was no action on closed session items.

Next meeting will be held on February 8th at 3:00 p.m.

Motion by Ebert, seconded by Dickrell to adjourn at 5 p.m.

Respectfully submitted,
Amy Krogman, Administrative Assistant III
A regular meeting of the Marshfield Utility Commission was called to order by President Mike Eberl at 4:00 pm on January 15, 2018 in the downstairs meeting room of the utility office. Present were Commissioners Mike Eberl, George Holck, and John Maggitti. Also present were Alderpersons Gordon Earll and Tom Witzel, Attorney John Adam Kruse and Utility staff. Absent were Harry Borgman and Alen Johnson.

• During commissioner, council, and staff comments Commissioner Maggitti discussed attending a couple of Council Meetings in Sturgeon Bay. The General Manager reported that natural gas prices are three times higher than normal during January and will be reflected in the Power Cost Adjustment on upcoming utility bills. The Water Manager stated that 20 customers have been notified by letter to run water to prevent their water services from freezing. The General Manager discussed the monthly Newsletter that will incorporate the Operations Report information in the future.

• Dustin Oleson was presented a certificate for the completion of apprenticeship for metering technician.

• Discussion on possible updates to the Commission Policy Manual. This will be tabled until next month.

• The General Manager presented the 2018 Electric Service Manual for approval.

**UC/18-01** Motion by Maggitti, seconded by Holck, to approve the 2018 Electric Service Manual. All ayes, motion carried.

• The Technical Services Manager gave an overview of the new website.

**UC/18-02** Motion by Holck, seconded by Maggitti, to assign Nicolas Kumm as the primary member for Great Lakes Utility. All ayes, motion carried.

• Group discussed the format of the value of the utility presentation.

**UC/18-03** Motion by Maggitti, seconded by Holck, to approve payroll for December in the amount of $389,379.48 and general bills for December in the amount of $3,130,016.00. All ayes, motion carried.

**UC/18-04** Motion by Holck, seconded by Maggitti, to dispense with reading the minutes of the previous meeting. All ayes; motion carried.

• The General Manager reviewed the operations and financial reports.

Meeting adjourned by acclamation at 4:26 p.m.

John Maggitti, Secretary
• Insurance renewals were finalized during the month. We will continue our coverage for liability, auto liability, auto physical damage, and workers’ compensation with the League of Wisconsin Municipalities Mutual Insurance (LWMMI) group. We will also continue with Cincinnati Insurance as our provider of crime insurance for 2017. The total premium for these policies in 2018 is $120,695, compared to $125,432 for 2017. Workers’ compensation accounted for $4,813 of the decrease, due to a decrease in rates and a lower experience ratio.

• Our property insurance in 2018 will continue to be provided by Municipal Property Insurance Company (MPIC). The premium for 2018 is $64,209, compared to $63,108 for 2017. This includes coverage for the electric distribution system. The premium for the equipment breakdown policy, which includes M-1, will be $55,000, with no change in premium from 2017.

• The Payment in Lieu of Tax (PILOT) has been calculated at $1,942,908 for 2017 using the 2017 tax rates provided by the City of Marshfield. The 2016 PILOT was $1,853,279. The increase of $89,629 is due to additional plant in service ($54,452) and an increase in the 2017 tax rates ($35,177).

• PCS, our billing and accounting software provider, is currently working on updates for our utility customers, including a phone app and electronic billing and notifications.

• Starting January 1st, we are requiring written applications to start and end utility service. These applications are available to customers on the current (& new) website or by contacting the office.

• Main break season is in full swing. 5 in the month of December and 19 for the year. We have had several frozen services. All on the private side due to lack of heat in the basement, furnace failures, a window left open near the meter and a garage door left open with a meter located in the garage.

• With the many days of below zero temperatures, current frost depths are at 4 feet. When the frost depths reach a depth of 5 feet we will send out the first round of running water notices.

• Cathy, Kathy, Nick, and Tony are working with Greg Eirschele to propose a change to our operating permit (for M-1) which would designate diesel fuel oil as emergency only, therefore reducing our costs and emissions associated with stack testing every five years.
Meeting called to order by Chairman Earll at 5:30 PM in the Council Chambers of City Hall Plaza.

PRESENT: Gordon Earll, Ed Wagner, Mike Feirer, Tom Witzel & Chris Jockheck
EXCUSED: None
ALSO PRESENT: Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; Street Superintendent Winch; Assistant Street Superintendents Hawley and Bornbach; the media; and others.

PW18-01 Motion by Feirer, second by Wagner to recommend approval of the minutes of the December 18, 2017 Board of Public Works meeting. 
Motion Carried

Citizen Comments: None

PW18-02 Motion by Wagner, second by Jockheck to recommend approval of the low bid submitted by Visu-Sewer of Pewaukee, WI for 2018 Sanitary Sewer Lining in the amount of $723,096.40, authorize execution of a contract and adjust the contract to add additional sections of sanitary sewer not exceeding State Statutes or the budgeted funding. Further recommend that the alternate bid for lining of the 36” storm sewer be rejected. 
Motion Carried

PW18-03 Motion by Wagner, second by Jockheck to recommend removing parking restrictions on the east side of Linden Avenue between 5th Street and 8th Street and on the south side of West 5th Street between Linden Avenue and Sycamore Avenue and that the Administrative Code of Traffic and Parking Regulations be amended to reflect these changes.

PW18-04 Motion by Wagner, to amend Motion PW18-04 to recommend allowing parking only on the east side of Linden Avenue between 5th Street and 8th Street
Motion Dies for Lack of Second

PW18-05 Motion by Witzel, second by Jockheck to amend Motion PW18-04 to make no changes to the parking restriction on Linden Avenue.
Wagner, Witzel & Jockheck voted ‘Aye’, Earll & Feirer voted ‘No’, Motion Carried

Vote on Motion PW18-03 as amended.
Earll, Wagner, Witzel & Jockheck voted ‘Aye’, Feirer voted ‘No’, Motion Carried

Street Superintendent Winch presented an update on recent snow and ice removal operations. This was an informational item only.

Recommended items for future agendas:
- Alderman Jockheck requested that the public be kept up to date on the upcoming changes to the refuse and recycling program.

There being no objections, Chairman Earll adjourned the meeting at 6:03 PM

Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS
TO: Board of Public Works  
FROM: Tom Turchi, City Engineer  
DATE: January 11, 2018  
RE:     Bid Summary and Award for Contract 2017-03 (Sanitary Sewer Lining 2017-2018)

BACKGROUND

Bids were opened for the above project on Wednesday, January 10th, 2018. We received six bids for this work. The low bid was submitted by Visu-Sewer, of Pewaukee, WI in the amount of $723,096.04.

Bids received are shown in the table below:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bond</th>
<th>BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visu-Sewer</td>
<td>Y</td>
<td>$723,096.40</td>
</tr>
<tr>
<td>Michels Corporation</td>
<td>Y</td>
<td>$817,184.15</td>
</tr>
<tr>
<td>Hydro-Klean</td>
<td>Y</td>
<td>$871,902.60</td>
</tr>
<tr>
<td>Terra Engineering &amp; Construction Corp.</td>
<td>Y</td>
<td>$973,295.50</td>
</tr>
<tr>
<td>Insituform Technologies USA, LLC</td>
<td>Y</td>
<td>$1,009,653.00</td>
</tr>
<tr>
<td>Lametti and Sons, Inc.</td>
<td>Y</td>
<td>$1,038,223.00</td>
</tr>
</tbody>
</table>

ANALYSIS

The project budget is just under $1,100,000.00. Four of the six bids were below the Engineers Estimate. The Engineers Estimate was calculated using unit costs from a previous lining contract.

The contract also included an alternate bid to line two 36” steel culverts. Visu-Sewer bid these at $375.00 per LF for a total of $46,125.00. This far exceeds the amount to completely replace these pipes therefore; the alternate bid should be rejected.

We began this process in 1998 and have successfully lined 43.01 miles of its more than 137 miles of sanitary sewer mains. This relates to 227,106 LF or 31.40% of the sanitary system has been rehabilitated by lining over the last two decades. The City has seen the cost for this process decrease every year since we began utilizing this process. The following is a comparison of 8” liner per linear foot.

- 1998  2,130 LF.  8” liner - $ 36.00 per LF.
- 1999  6,584 LF.  8” liner - $ 32.65 per LF.
- 2000  5,115 LF.  8” liner - $ 30.00 per LF.
- 2001/02 17,967 LF.  8” liner - $ 24.00 per LF.
- 2003  1,794 LF.  lining of 24” & 30” only.
- 2005-06 20,110.5 LF.  8” liner - $ 22.50 per LF.
- 2007 / 08 21,206 LF.  8” liner - $ 21.00 per LF.
- 2012  22,631 LF.  8” liner - $ 21.00 per LF.
- 2014 / 15 34,688 LF.  8” liner – $ 20.15 per LF.
• 2015 / 16  54,161 LF.  8” liner – $ 18.75 per LF.
• 2017/18  18,226 LF.  8” liner - $ 18.20 per LF.

In the past several years we have let all of our contracts electronically but this project is the first time that we accepted bids electronically. There are several benefits to accepting bids electronically which include no math errors as we have seen in the past when contractors are completing bids in their vehicles prior to delivery, contractors no longer have to mail or drive a bid to our office or worry if they are going to be late. Finally, bid results are nearly instantaneous.

RECOMMENDATION:

I recommend that Contract 2017-03 (Sanitary Sewer Lining 2017-2018) be awarded to the low bidder of Visu-Sewer, Inc. of Pewaukee, WI in the amount of $723,096.40 and to authorize execution of a contract and to adjust the contract to add additional sections of sanitary sewer not exceeding state statutes or the budgeted funding.
I further recommend that the alternate bid for lining of the 36” storm sewer be rejected.

Respectfully submitted,

Thomas R. Turchi
FINANCE, BUDGET AND PERSONNEL COMMITTEE
MINUTES OF JANUARY 16, 2018

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

PRESENT: Alderpersons Peter Hendler, Tom Buttke, Jason Zaleski, Nick Poeschel and Rebecca Spiros

EXCUSED: None

ALSO PRESENT: Alderperson Wagner, City Administrator Barg, Media and City Personnel (Jennifer Rachu, Keith Strey, Amy VanWyhe, Justin Casperson, Rick Gramza and Deb Hall)

Citizen Comments
None

FBP18-001 Motion by Spiros, second by Zaleski to approve the items on the consent agenda:
1. Minutes of the December 19, 2017 meeting.
2. Payroll in the amount of $1,014,592.55 and Bills in the amount of $907,367.62 and $9,000,679.01.

Motion carried

No items were removed from the consent agenda.

Jen Rachu, HR Manager/Asst. to the City Administrator, reviewed the scope of services and current project status for the compensation plan study. The City is currently in the final stages of the compensation market study project. The project findings/recommendations are expected to be presented to the Finance, Budget and Personnel Committee on February 6th for consideration. Town Hall discussions will be held on February 7th.

Alderperson Wagner said that he was the one that requested an overview of the compensation plan study because he was surprised that this turned out to be a full blown compensation study. The title of the RFP is a Market Study. The thought of the Council at the time was that it had been more than 5 years since the city did their compensation plan and a couple of those years staff went without salary increases or very low increases which might have put the plan out of touch with the market. He didn’t anticipate that this would turn into a full blown compensation study. In the RFP it says that the consultant will present results of the survey to the Human Resources Manager/Asst. to the City Administrator and the Review Team. What Review team? There wasn’t any council overview. He suggested that a Review Team be set up to take a look at: 1) The internal workings of it; 2) How they got to where they are; and 3) If there was a justification for doing an entire new compensation plan, they had better be able to convince the Council that the inequities within our existing compensation plan were great enough that required it to be done.

FBP18-002 Motion by Spiros, second by Zaleski to approve a Compensation Review Team consisting of: Alderpersons Buttke and Spiros, Police Chief Gramza, City Administrator Barg, and HR Manager/Asst. to the City Administrator Rachu.

Motion carried
FBP18-003  Motion by Buttke, second by Zaleski to accept the MSA proposal and recommend approval of Budget Resolution No. 01-2018, transferring $6,250 from contributions from private organizations, and $3,125 from the Development Services Budget, to the Fairgrounds Budget for development of a campus master plan.

Motion carried

FUTURE AGENDA ITEMS
None

There being no further business Chairperson Hendler adjourned the meeting at 5:59 p.m.

(Deb M. Hall)
Deb M. Hall
City Clerk
Meeting called to order by Chairman Meyer at 7:00 PM in the Council Chambers City Hall Plaza.

PRESENT:  Mayor Meyer, John Kaprelian, Kyle Weik, Bill Penker; Ed Wagner & Ken Wood
EXCUSED:  Joe Gustafson
ABSENT:  None
ALSO PRESENT:  Director of Public Works Knoeck; Development Services Director Miller; Associate Planner Hembrook; the media and others.

PC18-01  Motion by Penker, second by Wood to recommend approval of the minutes of the December 19, 2017 City Plan Commission meeting.
Motion Carried

Citizen Comments:  None

PUBLIC HEARING - Rezoning Request by James Nikolai, to rezone Parcel No. 33-05305, 33-05306, 33-05307, 33-05308, and 33-05309 and abutting portions of the vacated Franklin Street right-of-way, from “TR-6” Two-Family Residential to “MR-12” Multi-Family Residential, located north of Emerald Street, between Hume Avenue and Juniper Avenue.
COMMENTS:  None

PC18-02  Motion by Penker, second by Wood to recommend approval of the rezoning request by James Nikolai, to rezone Parcel No. 33-05305, 33-05306, 33-05307, 33-05308, and 33-05309 and abutting portions of the vacated Franklin Street right-of-way, from “TR-6” Two-Family Residential to “MR-12” Multi-Family Residential, located north of Emerald Street, between Hume Avenue and Juniper Avenue because it meets the rezoning criteria and is consistent with the Comprehensive Plan and direct staff to prepare an ordinance for Common Council consideration.
Motion Carried

PUBLIC HEARING - Conditional Use Request by Brad Larson, representing Filtration Properties LLC, to allow for a group development consisting of an office building and a warehouse building on a single lot, located at 1900 East 24th Street (Parcel 33-05217B), zoned “GI” General Industrial. This request also includes exceptions to hard-surfacing requirements of the traffic circulation area.
COMMENTS:  Brad Larson, Don Nikolai Construction, stated that land directly west of the lot is currently owned by Chris Egger but Complete Filtration is looking to acquire that parcel. If that happens, the warehouse in the Conditional Use Request would not be needed.

PC18-03  Motion by Wagner, second by Weik to recommend approval of the Conditional Use Request, as well as hard surface requirements, as requested by Brad Larson, representing Complete Filtration Resources, to allow for a group development consisting of an office building and a warehouse building on a single lot, located at 1900 East 24th Street (Parcel 33-05217B), zoned “GI” General Industrial, with the following conditions:
1. The start of construction shall be initiated within two years and completed within three years of Common Council approval.
2. The change in location of the warehouse, office building and driveway and parking areas could be administratively approved, provided the warehouse is not allowed to be located in between the office building and East 24th Street and must meet all setbacks.
3. Any site plan changes that may occur due to addition of land may also be administratively approved.
4. The gravel access drive shall be allowed as shown on site plan.

**Motion Carried**

**PC18-04** Motion by Weik, second by Kaprelian to recommend that based on findings that the Planned Development criteria will be met, staff is recommending approval of the proposed Specific Implementation Plan by Shane Ruesch including requested setback and lot size and lot width exceptions as presented with the following condition:
1. Minor changes to the location of each new duplex as well as accessory uses may be administratively approved, provided the buildings and use meet the setbacks, lot coverage, and other code requirements of the particular use and the “TR-6” Single and Two Family residential zoning district.

**PC18-05** Motion by Wagner, second by Weik to amend Motion PC18-04 to add a condition that the Specific Implementation Plan not be recorded until all the conditions identified in the Development Agreement between the City and the Developer, signed on November 2, 2017, are met.

**Motion Carried**

**Vote on Motion PC18-04 as amended**

**Motion Carried**

**PC18-06** Motion by Penker, second by Wood to recommend approval of the Final Plat of Veterans Parkway Subdivision with the following conditions:
1. The Parkland Dedication Fee may be paid in two installments of $2,600. The first payment due when the first building permit is taken out in 2018 and the second payment is due when the first building permit is taken out in 2019.
2. The Final Plat shall not be recorded until all the conditions that are required to be met prior to recording the Final Plat as listed in the Development Agreement made between the developer and the City, signed on November 2, 2017, are met.

**Motion Carried**

**PC18-07** Motion by Penker, second by Kaprelian to recommend approval of the off-premise multi-tenant sign for Norwood Industrial Park located at 2301 South Galvin Avenue, zoned “GI” General Industrial, per the plan in the application packet and a 3 foot landscaped area should be planted by the time the new sign is installed.

**Motion Carried**

Associate Planner Hembrook presented a summary of 2017 Development-Related Activity and Plan Commission Actions.

Chairman Meyer asked for volunteers to serve as a non-elected Plan Commissioner to the CIP Administrative Committee. Commissioner Wood volunteered.

Chairman Meyer asked for a vote of the City Plan Commission to confirm the appointment of Commissioner Wood to the CIP Administrative Committee.

**All Ayes**
Items for Future Agendas: None

Staff Updates: None

There being no objections, Chairman Meyer adjourned the meeting at 7:43 PM

Daniel G. Knoeck, Secretary
CITY PLAN COMMISSION
BUSINESS IMPROVEMENT DISTRICT BOARD
Minutes of Wednesday, January 17, 2018 meeting

Members Present:  Tom Witzel, Al Nystrom, Scott Koran, Dewey Schutz, Brian Hopperdietzel, Carol Knauf, Pat Schreiner

Members Absent:   None

Others Present:   Amy Krogman, Steve Barg, Kaelie Gomez

Meeting called to order at 8:00 a.m. by Al Nystrom, Chairman

BID18-01  Motion by Hopperdietzel, second by Koran to approve the minutes from the July 19, 2017 meeting
Motion carried

BID18-02  Motion by Knauf, second by Koran to approve the minutes from the August 23, 2017 meeting
Motion carried

No citizen comments

Gomez went over the financial information.  Barg will look into the last payment for the BID assessment and Gomez will look into the $11,000 accounts receivable.

BID17-06  Motion by Schreiner, second by Schutz to approve financial statements as presented
Motion Carried

Gomez reported on the following:

- Back Porch is now being called Living Quarters Marketplace
- Amber Wave closed and Two Sparrows Photography opened in its place
- Janet’s Yarn closed and Marshfield Mercantile opened in its place
- Thomas House is being converted to offices for Simplicity Credit Union
- The building next to the Thomas House is going to be an optometrist office
- Chiropractor will be in the building next to the Rae Baxter
- She has heard about some disputes between businesses.  She feels it is less about the disputes, more about wanted to be heard.
- Changing name of Flower Power to Downtown Flowers
- Planning on holding a mulch day.  Hoping to increase volunteer base for this.
- Main Street Marshfield is trying to be more involved in Dairyfest and Farm Tech Days
- There has been some interest in changing Third Thursday to be every Thursday.
- Trying to amend the policy for PROW.  She is working with Josh Miller on this.
- Honor walk is sold out.
- Considering changing the programming in Hardacre Park to start after shopping hours are done
- Continuing the Block Captains visits.  Creating a day where all captains go out at the same time
- Holding quarterly downtown gatherings where they will bring in speakers
- State audit went well

Barg reported on the following:

- City elections will be held in February (primary for Mayor and Judges) and April (General election).  Ed Wagner has decided not to run and Jason Zaleski has opposition in District 7. Mayor Meyer is stepping side and there are 3 running for the Mayor position
- Josh Miller was appointed as Director of Development Services
• Wenzel Family Plaza – work on the Plaza should be completed early summer 2018. Programming Committee is meeting regularly and will be hiring a coordinator.
• Working on sale of City Hall. Moving to the Forward Financial building in September
• PROW is being reviewed and may be updated
• City is committed to working with Main Street to address downtown landscaping maintenance

The committee discussed the Downtown Master Plan. Barg and Gomez were asked to go through the plan and make a list of the benchmarks and if they were completed.

Next meeting date will be April 18, 2018 at 8:00 a.m.

Motion by Hopperdietzel, second by Schreiner to adjourn at 8:50 a.m.

Respectfully submitted,

Amy Krogman
Administrative Assistant III
ORDINANCE NO. 1371


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

SECTION 1. Section 10-40 shall be deleted in its entirety and replaced with the following:

Sec. 10-40. Disposal of abandoned property.

Any personal property which has been abandoned, or which remains unclaimed for a period of 90 days after taking of possession of the property by city police officers may be disposed of as provided in this section.

(1) Auction. Personal property, other than that personal property described in subsection (3) or (4) of this section, may be disposed of by sale at public auction. Terms, conditions and advertisement thereof shall be as determined by the chief of police.

(2) Private disposition. If the personal property described above is not sold at auction, it may be disposed of by the Marshfield Police Department in either of the following ways:

(a) Return to finder. If the finder of the personal property is known, the personal property may be returned to such finder.

(b) Sale. If the finder is not known, the personal property may be appraised and sold to any person under such terms and conditions as may be deemed reasonable and appropriate by the chief of police.

(c) Disposed of as junk.

(d) Converted to official department use by the recovering entity.

(e) In any of the cases described in subsection (2)(a)—(c) of this section, the Marshfield Police Department shall maintain an inventory of such property, a record of the date and method of disposal, including the consideration received for the property, if any, and the name and address of the person taking possession thereof. Such inventory shall be kept as a public record for a period of not less than two years from the date of the disposal of such property. If the disposal is by sale, all receipts therefrom, after deducting the necessary expenses of keeping the property and conducting the sale, shall be paid into the city treasury.

(3) Dangerous substances, materials or devices. Abandoned or unclaimed flammable, explosive of incendiary substances, materials or devices posing danger to life or property in their storage, transportation or use may be safely disposed of immediately after taking possession thereof without a public auction, as follows:
(a) The Marshfield Police Department shall make a reasonable attempt to return such property to the rightful owner if the property has a commercial value in normal business usage and if the property does not pose an immediate threat to life or property, or if such property appears to be or has been reported as stolen.

(b) If such an attempt is unsuccessful, or if the property poses an immediate threat to life or property, in the determination of the chief of police, such property may be disposed of in any safe manner.

(4) Firearms or ammunition. Firearms or ammunition which have been abandoned, or remained unclaimed, for a period of 90 days after the taking of possession by city officers, may be disposed of only by return to the rightful owner, destruction, or transfer to the state crime laboratory under § 165.75 Wis. Stats.

(a) Abandoned handguns when no rightful owner is located will be disposed of in accordance with 68.20 Wis. Stats.

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

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

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

ADOPTED: ____________________________  ____________________________

Chris L. Meyer, Mayor

APPROVED: ____________________________

ATTEST: ____________________________

PUBLISHED: ____________________________

Deb M. Hall, City Clerk
ORDINANCE NO. 1372

An Ordinance amending Chapter 8 of the Marshfield Municipal Code.

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

SECTION 1. Section 8-01 is hereby amended to read as follows:

The statutory provisions describing and defining regulations with respect to vehicles and traffic in the Wisconsin Statutes, including all provisions contained in Chapter 340 through 350, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of such statutes, are hereby adopted an by reference made a part of this chapter as if fully set forth. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State of Wisconsin. Any citations or actions for violation of the statutory sections adopted hereby shall reference the specific section preceded by the prefix “8”.

SECTION 2. Section 8-02 is hereby amended to read as follows:

Whoever endangers another person’s safety by a high degree of negligence in the operation of a vehicle not upon a highway as defined in section 340.01, may be subject to forfeiture of not less than $200.00.

SECTION 3. Section 8-03 is hereby repealed and this section shall be reserved for future use and referenced by the City Code indicating the same.

SECTION 4. Section 8-07 is hereby amended to read as follows:

Unnecessary motor vehicle noise prohibited.

No person shall make unnecessary and annoying noise with a motor vehicle by squealing tires, by excessive acceleration of the engine or by emitting unnecessary and loud muffler noises.

SECTION 5. Section 8-48 is hereby amended to read as follows:

Sec. 8-48. Use of hand-held mobile telephones and mobile electronic devices while driving prohibited.

(1) Prohibition. No person shall operate a motor vehicle on any street or highway while using a hand-held mobile telephone or mobile electronic device.

(2) Definitions. The following definitions shall apply in the interpretation and enforcement of this section:
(a) “Authorized emergency vehicle” shall have the same meaning as in Wis. Stat. § 340.01(3).

(b) “Mobile electronic device” means any hand-held or other portable electronic equipment capable of providing data communication between two or more persons, including a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment capable of playing a video game or a digital video disk, equipment which provides navigation assistance to the operator of a motor vehicle which is not installed or integrated into the electrical system of a motor vehicle, or equipment on which digital photographs are taken or transmitted, or similar device or any combination thereof.

(c) “Mobile telephone” includes a cellular, analog, wireless or digital telephone capable of sending or receiving telephone communications without an access line for service.

(d) “Operate” shall have the same meaning as in Wis. Stat. § 343.05(1)(c).

(e) “Using” shall mean to dial, answer, talk, listen, send or read a text message, or otherwise manipulate the controls of a mobile telephone or other mobile electronic device.

(3) Presumption. The operator of a motor vehicle who holds a hand-held mobile telephone to, or in the immediate proximity of his or her ear, is presumed to be using such telephone within the meaning of this section. The operator of a motor vehicle who holds a mobile electronic device in at least one hand is presumed to be using such mobile electronic device within the meaning of this section. The presumption established under this subsection may be rebutted upon the presentation of evidence that is clear, satisfactory and convincing to a reasonable certainty.

(4) Exemptions. This section does not apply to any of the following:

(a) The operator of an authorized emergency vehicle or a member of the armed forces of the United States while operating a military vehicle and while in the performance of his or her official duties and within the scope of his or her employment.

(b) The use of a mobile telephone or mobile electronic device for the sole purpose of communicating with public safety personnel or duly licensed medical personnel regarding an emergency situation.

(c) The use of a voice-operated or hands-free device if the operator of the motor vehicle does not use his or her hand to operate the device, except to activate or deactivate a feature or function of the device.

(d) An operator of a motor vehicle while maintaining the motor vehicle in the park position where the motor vehicle has an automatic transmission, or in the neutral position with the emergency brake applied where the motor vehicle has a standard transmission, either on public or private property.
(e) An amateur radio operator who holds a valid amateur radio operator’s license issued by the federal communications commission when he or she is using dedicated amateur radio 2-way radio communication equipment and observing proper amateur radio operating procedures.

(f) Any audio equipment or equipment installed or integrated into the electrical system of a motor vehicle for the purpose of providing navigation assistance to the operator of the motor vehicle or video entertainment to the passengers in the rear seats of the motor vehicle.

(5) Penalty. Any person who violates this section shall be subject to a forfeiture of Seventy Five Dollars ($75.00).

SECTION 6. Section 8-49(a) is hereby amended to read as follows:

“Neighborhood Electric Vehicles” (NEV) means a self-propelled motor vehicle that has successfully completed the neighborhood electric vehicle America test program conducted by the Federal Department of Energy and that conforms to the definition and requirements for low speed vehicles as adopted in the Federal Motor Vehicle Safety Standards for “low-speed vehicles” under 49 CFR 572.3(b) and 571.500. “NEV” does not include an electric golf cart.

SECTION 7. Section 8-77(2)(b) is hereby amended to read as follows:

Unmetered lots. Parking in the lots described in subsection (2)(a) of this section shall be limited to three hours between 8:00 a.m. and 6:00 p.m. daily. Overnight permit parking in the municipal lots shall be subject to the overnight parking restrictions set forth in section 8-79, except that the board of public works may establish overnight permit parking spaces with approval of the council. Such overnight permit parking spaces shall be designated by appropriate signs or other markings as overnight permit parking spaces. Daytime permit parking spaces shall be established by the board of public works with approval of the council and shall be designated by appropriate signs or other markings as daytime permit parking spaces. Fees for daytime and overnight parking permits shall be established by the board of public works with approval by the council. All permits shall be issued by the police department with all fees collected to be submitted to the finance director. The following table identifies the number of permits allowed for each municipal lot.

<table>
<thead>
<tr>
<th>Lot Address</th>
<th>Also Known As</th>
<th>Day Permits Allowed</th>
<th>Night Permits Allowed</th>
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</thead>
<tbody>
<tr>
<td>108 East Veterans Pkwy</td>
<td>Soo Line</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>106 South Maple</td>
<td>Soo Line</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>208 South Maple Avenue</td>
<td>Pacific</td>
<td>17</td>
<td>5</td>
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<tr>
<td>308 South Maple Avenue</td>
<td>Omaha</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>408 South Maple Avenue</td>
<td>Santa Fe</td>
<td>Unlimited</td>
<td>5</td>
</tr>
<tr>
<td>111 South Maple Avenue</td>
<td>Reading</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>111 South Chestnut Avenue</td>
<td>Central</td>
<td>Unlimited</td>
<td>14</td>
</tr>
<tr>
<td>408 South Chestnut Avenue</td>
<td>Milwaukee</td>
<td>Unlimited</td>
<td>0</td>
</tr>
<tr>
<td>109 West 6th Street</td>
<td>Chicago</td>
<td>Unlimited</td>
<td>5</td>
</tr>
</tbody>
</table>
The limitations contained in the first sentence of this subsection shall not apply to persons to whom a complimentary parking permit has been issued by the chief of police or his designee.

SECTION 8. Section 8-79(1)(a) is hereby amended to read as follows:

(1) Street Parking Prohibited.

(a) May 1st through October 31st. When signs have been erected at, or reasonably near, the corporate limits of the city, as provided by § 349.13 Wis. Stats., informing motorists that parking limitations exist, motor vehicles will be allowed to park unless otherwise signed.

(b) November 1st through April 30th. All regulations as stated in 8-79 (1) listed above shall apply with the following exceptions:

No person shall park any vehicle on any street in the city between the hours of 2:30 AM and 6:00 AM except emergency vehicles and physicians on an emergency call, and except as permitted pursuant to Section 8.08 of this Code.

(c) Trailers, boats, vehicles, or any vehicle accessory or attachment which is not self-propelled shall not be parked overnight (2:30 AM to 6:00 AM) on any city streets or municipal parking lot. Trailers, boats, vehicle accessories and/or attachments affixed to a motor vehicle, shall be subject to the restrictions within this section and limited to one forty-eight hour time period after which time, the trailer, vehicle, accessory or attachment must be removed.

SECTION 9. Section 8-80 is hereby amended to read as follows:

Parking on streets shall comply with § 346.54 Wis. Stats. On those streets which have been designated for angle parking, vehicles shall be parked at the angle to the curb indicated by appropriate marks or signs, provided that no part of any vehicle, its contents or load shall extend beyond the limits designated for such parking. The following areas are designated for angle parking:

(1) On West Blodgett Street between Chestnut Avenue and Walnut Avenue.

(2) On the south side of West Depot Street between Central Avenue and Chestnut Avenue.

(3) On the south side of West 2nd Street between Central Avenue and Chestnut Avenue.

(4) On the south side of East 2nd Street between Central Avenue and Maple Avenue.

SECTION 10. Section 8-111 is hereby amended to read as follows:

In addition to the requirements contained in § 347.489 Wis. Stats. adopted by reference in
section 8-01 of this chapter, the following regulations will apply to bicycles:

(1) **Registration.** Upon acquisition of a bicycle, registration and reregistration shall be made by filing with the police department the name and address of the owner, together with a complete description of the bicycle, on forms provided by such department, as a public record. Upon such registration the department shall cause an identification tag to be affixed to the bicycle, serially numbered to correspond to the registration number. Such tag shall remain affixed to the bicycle unless removed by the department for cause or for retagging upon reregistration.

(2) **Term, fee.** Registration shall be for a period of five years, commencing January 1, and shall be renewed at the end of each five-year period. All such registrations shall expire on December 31 of the applicable five-year period, and all bicycles shall be reregistered in the same manner commencing at the beginning of the prior five-year period. In case of theft or loss of the registration tag, a duplicate shall be issued for a free of charge. No person shall willfully remove, deface or destroy any such identification tag.

(3) **Right-of-way.** No person shall ride or propel any bicycle upon any part of any public street, highway, boulevard, sidewalk or alley in such a manner as to interfere with the rights of other persons using such street, highway, boulevard, sidewalk or alley, or in any other than a careful and prudent manner.

(4) **Speed.** No bicycle shall be ridden upon any public street, highway, boulevard or alley at a speed faster than is reasonable and proper for traffic conditions at the time, and every bicycle shall be operated with due regard to the safety of the operator and others upon the streets, highways, boulevards and alleys of the city.

(5) **Rules of the road.** Persons riding or propelling bicycles shall observe all traffic signs and signals and stop when and as required by such traffic signals and signs, shall signal for all turns and stops, ride at the right-hand side of the street or highway as near as may be to the street curb, pass to the left when passing vehicles or bicycles which are slower moving and on the right side when meeting. No person shall operate a bicycle upon any public street, highway, boulevard or alley abreast of or to the left of another person operating a bicycle except while passing such bicycle.

(6) **Hours of operation.** No person under the age of 12 shall operate a bicycle upon any public street, highway, boulevard or alley between the hours of 9:00 p.m. and 5:00 a.m.

(7) **Method of operation.** It shall be unlawful to operate a bicycle without at least one hand on the handlebars.

(8) **Sidewalk operation.** It shall be unlawful for any person to operate a bicycle on any sidewalk in the City of Marshfield, except as provided by the Administrative Code of Traffic and Parking Regulations, and then only if operated with due care and caution.

(9) **Penalties.** Penalties for violation of this section shall be as follows:
(a) Any person over the age of 15 years who shall violate the provisions of this section shall, upon conviction thereof, pay a forfeiture as prescribed by section 1-05 of this Code, plus the costs of prosecution. The maximum forfeiture shall not exceed the maximum forfeiture provided by the applicable Wisconsin Statute.

(b) Persons of the age of 14 and 15 years who shall violate the provisions of this section shall be ordered to appear in Marshfield Municipal Court and shall pay a forfeiture as prescribed by section 1-05 of this Code, except that the maximum shall not exceed the maximum permitted by the applicable Wisconsin Statute. Jurisdiction of offenses defined in this subsection shall be in the Marshfield Municipal Court of Wood County, Wisconsin.

(c) Parents or legal guardians of persons under the age of 14 years shall be held responsible for such child's violations of the provisions of this section as provided in § 346.77Wis. Stats. and, in the event of a conviction of such child for a violation of the provisions of this section, shall pay a forfeiture as provided by section 1-05 of this Code. The forfeiture, in any event, shall not exceed the maximum set forth in the applicable Wisconsin Statute.

SECTION 11. Section 8-141(7) is hereby amended to read as follows:

_Hours of Operation._ No person shall operate a snowmobile within the city between 12:30 a.m. and 7:00 a.m.

SECTION 12. Savings Clause. If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

SECTION 13. Severability. If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

SECTION 14. This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

ADOPTED: ___________________________  Chris L. Meyer, Mayor

APPROVED: ___________________________  ATTEST:

PUBLISHED: _________________________  Deb M. Hall, City Clerk
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**Article I. In General**

Sec. 8-01. State traffic laws adopted.

1. The statutory provisions describing and defining regulations with respect to vehicles and traffic in the Wisconsin Statutes, including all provisions contained in Chapter 340 through 350, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of such statutes, are hereby adopted as by reference made a part of this chapter as if fully set forth. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State of Wisconsin. Any citations or actions for violation of the statutory sections adopted hereby shall reference the specific section preceded by the prefix “8”.

2. The statutory provisions following the prefix "8" describing and defining regulations with respect to vehicles and traffic in the following enumerated sections of the Wisconsin Statutes, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of such statutes, are hereby adopted and by reference made a part of this chapter as if fully set forth. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State of Wisconsin:

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**Sec. 8-01. State traffic laws adopted.**

(1) The statutory provisions following the prefix "8" describing and defining regulations with respect to vehicles and traffic in the following enumerated sections of the Wisconsin Statutes, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of such statutes, are hereby adopted and by reference made a part of this chapter as if fully set forth. Any act required to be performed or prohibited by any statute incorporated in this section by reference is required or prohibited by this chapter. Any future amendments, revisions or modifications of the statutes incorporated in this section are intended to be made part of this Code in order to secure uniform statewide regulation of traffic on the highways, streets and alleys of the State of Wisconsin.

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Sec. 8-02. Driving after license revoked or suspended. Negligent Endangerment

(1) Whoever endangers another person's safety by a high degree of negligence in the operation of a vehicle not upon a highway as defined in section 340.01, may be subject to forfeiture of not less than $200.00.

(1) No person whose operating privilege has been duly revoked or suspended pursuant to the laws of this state shall operate a motor vehicle upon any highway in this state during such suspension or revocation or thereafter before filing proof of financial responsibility, or before that person has obtained a new license in this state including an occupational license, or the person's operating privilege has been reinstated under the laws of this state. No person may operate a commercial motor vehicle while ordered out of service under state or federal law. No person may operate a commercial motor vehicle while disqualified as provided in § 343.315 Wis. Stats.

(2) This section applies only to a person's first act of driving after revocation or suspension, except where the revocation or suspension that is the basis of the violation was imposed solely due to a failure to pay a fine or a forfeiture.

(3) Refusal to accept or failure to receive an order of revocation or suspension mailed by first class mail to such person's last known address shall not be a defense to the charge of driving after revocation or
suspension. If the person has changed his or her address and fails to notify the department as required in § 343.22 Wis. Stats., failure to receive notice of revocation or suspension shall not be a defense to the charge of driving after revocation or suspension.

(4) In addition to other penalties for violation of this section, if a person has violated this section with respect to a motor vehicle which he or she is the owner, the court may order the vehicle impounded. The court may determine the manner and period of impoundment. The cost of keeping the vehicle constitutes a lien.

(5) If a motor vehicle impounded under subsection (4) of this section is subject to a security agreement or lease contract, the vehicle shall be released by the court to the lessor or secured creditor upon the filing of an affidavit by the lessor or secured creditor that the security agreement or lease contract is in default and shall be delivered to the lessor or secured creditor upon payment of the accrued cost of keeping the motor vehicle.

(Code 1982, § 7.015)

Sec. 8-03. Use of sidewalks for certain purposes prohibited.

No person shall drive, back or propel any vehicle on or across any sidewalk in the city except at established intersections, driveways and alleys. This section shall not apply to any maintenance or snow removal operation performed under the direction of the city.

(Code 1982, § 7.16)

Sec. 8-04. Vehicular and pedestrian traffic at airport.

(1) Definitions. The following words and phrases are defined as used in this section:

Emergency equipment means crash, fire and rescue or police motor vehicles and such other equipment as the municipal airport manager may designate as necessary to safeguard airport runways, taxiways, ramps, buildings and other property.

Pedestrian means a person afoot.

Service, maintenance and construction equipment means approved equipment normally operated by Marshfield Airways, Inc., a fixed-base operator, and the Federal Aviation Administration on landing areas, runways, taxiways and peripheral roads for the servicing, maintenance and construction of airport facilities and services or for the servicing of aircraft. This includes equipment owned and operated by a contractor performing work on the airport under a contractual agreement with the city.

Vehicle means a device in, upon, or by which any person or property is or may be transported or drawn excepting aircraft.

(2) Operation of vehicles on runways, taxiways and ramps. Operation of vehicles on runways, taxiways and ramps shall be in accordance with the following:

(a) Prohibited. No vehicle shall enter, be driven upon, or operate upon any airport runway, taxiway, ramp, tie-down area or any area posted by signs prohibiting the entrance thereon.

(b) Exceptions. Exceptions shall be as follows:

1. The provisions of this section shall not apply to emergency equipment and service, maintenance and construction equipment when engaged in performing normal duties.
2. Aircraft owners may be granted authorization by the airport manager or his designated representative to operate a vehicle to reach their own aircraft in a tie-down area. Aircraft owners desiring to operate a vehicle for this purpose will request such authorization in advance. Any authorization granted shall apply to only a specific need request. Unless specifically authorized, aircraft owners shall not pass over any runway, taxiway or ramp and shall proceed through such tie-down area at a speed not to exceed ten miles per hour. They shall not at any time park a vehicle on any area used for the movement of aircraft. Such authorization shall not be granted contrary to the provisions of part 139, Federal Aviation Regulations.

(3) Speed of vehicles. No vehicle shall be driven upon any road within the perimeter of the airport, or upon other airport areas, in excess of the speed limit posted at the entrance to the airport, or within the boundaries thereof if more than one speed limit shall be applicable, nor shall the driver of any vehicle fail to adhere to any sign posted to regulate vehicular traffic on or about the airport.

(4) Pedestrian traffic on airport. No pedestrian shall be allowed beyond the administration area or upon the apron or aircraft tie-down area unless for the purpose of embarking in or disembarking from an aircraft, or unless authorized by the airport manager. There shall be no pedestrian traffic on taxiways, runways and outlying areas of the airport except for those employees of the city, county, state, or federal government or contractors engaged in airport construction or maintenance work.

(5) Enforcement and violation. The airport manager and the police department shall enforce this section, and any person who shall violate any of these provisions shall, upon conviction thereof, forfeit a fine according to section 1-05 of this Code, together with the costs of prosecution, and in default of payment of the forfeiture and costs of prosecution shall be imprisoned in the county jail until the forfeiture and costs are paid, but not exceeding 90 days.

(CODE 1982, § 7.20)

Sec. 8-05. Operation of motor vehicles, all-terrain vehicles and snowmobiles on city property.

It shall be unlawful for any person to operate a motor vehicle, all-terrain vehicle, snowmobile or any other motorized vehicle; as those terms are defined in § 340.01 Wis. Stats. upon public property owned by the City of Marshfield or in the Marshfield public school district other than upon roadways or routes specifically designated for such operation, except for the operation of emergency or maintenance vehicles owned or operated by authorized municipal or school personnel. The director of public works or police chief is hereby authorized to permit the operation of vehicles described in this section, for specific occasions, and then only when they are satisfied that no damage to public property will result from such operations or they deem the operation is an emergency.

(CODE 1982, § 7.21)

Sec. 8-06. Official traffic signs and signals.

(1) Placement and maintenance. The director of public works, in cooperation with the chief of police, shall place and maintain appropriate and necessary traffic signs, signals and markings conforming to the requirements of the Wisconsin Department of Transportation and state law.

(2) Removal of unofficial signs and signals. The board of public works shall have the authority granted by § 349.09 Wis. Stats. and shall order the removal of a sign, signal, marking or device placed, maintained or displayed in violation of this chapter or § 346.41 Wis. Stats. The expense of removal may be assessed as a special tax pursuant to § 349.09 Wis. Stats.
(3) **Intersection control.** The director of public works may prohibit right turn on red or left turns at any intersection where such restrictions are necessary or convenient for traffic safety and control, pursuant to section 8-41.

(Code 1982, § 7.22; Ord. No. 936, § 6, 8-13-2002)

**Sec. 8-07. Unnecessary motor vehicle noise prohibited.**

No person shall make unnecessary and annoying noise with a motor vehicle by squealing tires, by excessive acceleration of the engine or by emitting unnecessary and loud muffler noises.

(Code 1982, § 7.23)

**Sec. 8-08. Emergency regulations.**

The chief of police shall make and enforce regulations necessary to carry out the provisions of this chapter. He is also empowered to make and enforce temporary regulations to cover emergencies or special conditions. Such authority shall include issuance of permits for parking on streets or in other areas otherwise prohibited in the following cases:

(1) In the case of nonresidents visiting residents of the city overnight where off-street parking would be unreasonably inconvenient or difficult, in the judgment of the chief of police, or designee, but for only three nights in succession.

(2) Where, in the judgment of the chief of police, or designee, any person has unreasonable difficulty removing his automobile from a street into a private driveway because of an accumulation of snow, ice or other hazardous conditions. This provision shall not apply during a snow emergency.

(Code 1982, § 7.24)

**Sec. 8-09. Removal of vehicles.**

(1) **Generally.** Whenever any traffic officer finds a vehicle standing upon a highway, street or alley in violation of a prohibition, limitation or restriction on stopping, standing or parking, he is authorized to have such vehicle moved to a place of safekeeping or to require the operator in charge thereof to move the vehicle to a place where stopping, standing or parking is not prohibited. Removal of the vehicle upon order of a member of the police department shall not relieve the owner or the operator of the vehicle from any penalty incurred because of such violation.

(2) **Penalties.** Any person whose motor vehicle is removed pursuant to this section shall pay a forfeiture of not less than $25.00 for the removal, in addition to whatever forfeitures may be imposed for the illegal standing or parking which led to the removal.

(Code 1982, § 7.25)

**Sec. 8-10. State forfeiture statutes.**

(1) **Generally.** Any forfeiture for violation of §§ 8.340.01—8.941.01 of the Code shall conform to the forfeiture permitted to be imposed for violation of the statutes adopted by reference, including any variations or increases for subsequent offenses.
(2) Local regulations. Except as otherwise provided in this chapter, the penalty for violation of s.s. 8-03, 8-44 and 8-82 of this chapter shall not be less than $20.00 nor more than $200.00 for the first offense and not less than $40.00 nor more than $500.00 for the second offense in two years.

(3) Parking violations. Forfeitures for parking violations shall be as follows:

(a) The forfeitures for the following statutory violations shall be as indicated:

<table>
<thead>
<tr>
<th>Wis. Stats.</th>
<th>Forfeiture</th>
<th>Min.</th>
<th>Max.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 346.505</td>
<td>Stopping/ standing/parking prohibited in parking spaces reserved for vehicles displaying special registration plates or special identification cards</td>
<td>$30.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>2. 346.51(1)</td>
<td>Improper parking on/off roadway</td>
<td>5.00</td>
<td>40.00</td>
</tr>
<tr>
<td>3. 346.52(1)</td>
<td>Stopping/standing in prohibited areas</td>
<td>5.00</td>
<td>40.00</td>
</tr>
<tr>
<td>4. 346.52(2)</td>
<td>Stopping/standing on highway by grade school</td>
<td>5.00</td>
<td>40.00</td>
</tr>
<tr>
<td>5. 346.53</td>
<td>Parking/standing where prohibited</td>
<td>5.00</td>
<td>40.00</td>
</tr>
<tr>
<td>6. 346.54</td>
<td>Improper parking/ standing of vehicle</td>
<td>5.00</td>
<td>40.00</td>
</tr>
<tr>
<td>7. 346.55(1)</td>
<td>Parking on left side of highway</td>
<td>5.00</td>
<td>200.00</td>
</tr>
<tr>
<td>8. 346.55(3)</td>
<td>Parking on posted private property</td>
<td>10.00</td>
<td>40.00</td>
</tr>
</tbody>
</table>

Notwithstanding the penalties listed in subsection (3)(a) of this section, any person having a vehicle registered in his/her name which is found to be parked in violation of section 8-77, 8-78, 8-79(2) or 8-80 shall, upon conviction thereof, forfeit not less than $5.00 nor more than $50.00, and any person having a vehicle registered in his/her name which is found to be parked in violation of section 8-79(1) shall, upon conviction thereof, forfeit not less than $5.00 nor more than $100.00, besides the costs of prosecution, or in default of such payment and costs, may be imprisoned in the city or county jail until such forfeiture and costs are paid, not to exceed five days; provided that such forfeiture shall not be imposed if the offender deposits a sum equal to the minimum forfeiture within 48 hours or a sum double the minimum forfeiture more than 48 hours after the issuance of the citation by the police department for such violation; all such deposits shall be in United States coin or currency. Deposits shall be placed in the envelope provided with the citation and put in the police department boxes located at the police station and throughout the city. The chief of police shall procure and install a reasonable number of such boxes and shall prepare or obtain suitable envelopes to be attached to the citation issued for such violations.

Sec. 8-11. Enforcement.

(1) Enforcement procedure. This chapter shall be enforced according to § 66.0114(1)(a)—(c), chapter 800 and §§ 345.20—345.53, Wis. Stats.

(2) Deposit. Deposits shall be made in accordance with the following:

(a) Any person arrested for a violation of this chapter may make a deposit of money as directed by the arresting officer at the police station or at the office of the clerk of court or by mailing the deposit to such places. The arresting officer or the person receiving the deposit shall comply with § 345.26 Wis. Stats. or, if the deposit is mailed, the signed statement required under § 345.26 Wis. Stats. shall be mailed with the deposit. The arresting officer or the person receiving the deposit shall notify the arrested person, orally or in writing, that:
1. If he fails to appear in court at the time fixed in the citation, he will be deemed to have
   tendered a plea of no contest and submitted to a forfeiture plus costs not to exceed the amount
   of the deposit; or

2. If he fails to appear in court at the time fixed in the citation, and if the court does not accept
   the deposit as a forfeiture, he will be summoned into court to answer the complaint.

(b) The amount of the deposit shall be determined in accordance with the deposit schedule established by
   the Wisconsin Judicial Conference and shall include the penalty assessment established under §
   757.05(1) Wis. Stats. court costs. If a deposit schedule has not been established, the arresting officer
   shall require the alleged offender to deposit the forfeiture established by the chief of police, which
   shall include the penalty assessment established under § 757.05(1) Wis. Stats. Deposits for nonmoving
   violations shall not include the penalty assessment.

(c) The arresting officer or the person receiving the deposit shall issue the arrested person a receipt
   therefor as required by § 345.26(3)(b) Wis. Stats.

(d) Any accepted deposits or forfeited penalties by the police department shall be delivered to the finance
   director within 20 days after receipt.

(3) Stipulation of no contest. Any person charged with a violation of this chapter except §§ 8.346.62(1) and
   8.346.63(1) Wis. Stats. may make a stipulation of no contest pursuant to § 800.03 Wis. Stats., which shall
   be received at the police station or the office of the clerk of court within ten days of the date of the alleged
   violation. Such person shall, at the time of entering into the stipulation, make the deposit required under
   subsection (2) of this section if he has not already done so. A person who has mailed or filed a stipulation
   under this subsection may, however, appear in court on the appearance date and may be relieved from the
   stipulation for cause shown as required in § 800.03 Wis. Stats.

(Code 1982, § 7.31)

Sec. 8-12. Procedure for alternate enforcement of forfeiture recoveries in nonmoving traffic

    In addition to all other methods of collecting forfeitures for nonmoving traffic violations (parking
    violations) provided for in this chapter, if the alleged violator of such a violation fails to pay the amount of forfeiture
    as provided on the citation issued for such violation, or fails to appear in court within 28 days after the issuance of
    the citation, the chief of police or his designee may take any or all of the actions authorized under §§ 345.28 and
    345.34—345.47 Wis. Stats., inclusive. The additional cost of using the registration program as established under §
    85.13 Wis. Stats. shall be assessed against and added to the amount of forfeiture to be paid by the alleged violator,
    all as authorized by § 345.28 Wis. Stats.

(Code 1982, § 7.32)

Sec. 8-13. Penalty.

    All violations of the provisions of this chapter, not enforceable under ss. 8-10, 8-11 and 8-12, are subject to
    penalties provided at section 1-05 of this Code.

(Code 1982, § 7.30)

Secs. 8-14—8-40. Reserved.
Sec. 8-41. Traffic and parking controls.

(1) The director of public works, in coordination with the chief of police, shall maintain the Administrative Code of Traffic and Parking Regulations for the City of Marshfield, to include the establishment of traffic control signage and the establishment and enforcement of speed limits, parking and through-street designations, heavy traffic routes, one-way street and alley designations, and all other necessary and convenient regulations for the control of traffic in and about the City of Marshfield, and including parking limitations.

(2) All additions, deletions or amendments to the Administrative Code of Traffic and Parking Regulations shall be submitted to the board of public works for review and approval, subject to the further review and approval of the council. Upon approval of the board of public works, and concurrence of the council, such additions, deletions or amendments to the Administrative Code of Traffic and Parking Regulations shall become enforceable, and violations of such code shall be deemed a violation of the Municipal Code, subject to penalties as provided in this chapter of the Municipal Code.

(Code 1982, § 7.02)

Sec. 8-42. Heavy traffic routes.

(1) Prohibited. No person shall operate any vehicle within the classification of heavy traffic as defined by § 349.17(2) Wis. Stats. over any street except those designated in the administrative code of traffic and parking regulations, unless such person has first been issued a permit by the city engineer's office, and such operation shall be limited to such routes, length of time, and other conditions as are set forth in such permit. The city engineer's office shall notify the police department as to the details of any such permit issued. This section shall not be construed as prohibiting the ordinary use of any street for the purpose of obtaining commodities to or from any place of business or residence fronting on such street. For the purpose of this section, the definition of "commodities" shall exclude waste construction materials consisting of fill soil, concrete, bituminous concrete, broken pavement, trees, or brush; and shall also exclude demolition materials including bricks, building stone, wood, masonry, roofing, siding, and plaster.

(2) Special or seasonal weight limits. The director of public works may impose special or seasonal weight limits to prevent injuries to the roadway of any highway, bridge or culvert within the jurisdiction of the city or for the safety of users of such highway, bridge or culvert, and shall be responsible for erecting signs giving notice thereof in accordance with § 349.16 Wis. Stats.

(3) Exceptions. This limitation on the weights of vehicles shall not apply to authorized emergency vehicles as defined in § 340.01 Wis. Stats. or city-owned motor vehicles while engaged in work off designated heavy traffic routes or to those vehicles providing local service on designated heavy traffic routes.

(4) Penalty. Any person who violates any of the provisions of this section shall, upon conviction thereof, be subject to the penalty provided in section 1-05 of this Code.

(Code 1982, § 7.11; Ord. No. 936, § 1, 2, 8-13-2002)

Sec. 8-43. One-way streets and alleys.

When necessary or convenient for traffic safety and control, the director of public works may designate public streets or alleys as one-way, pursuant to section 8-41, and upon any streets or alleys so designated and posted,
vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained at every intersection where movement in the specific direction is exhibited.

(Code 1982, § 7.12; Ord. No. 936, § 1, 2, 8-13-2002)

**Sec. 8-44. School buses and school crossing guards.**

(1) *Signal required.* Pursuant to the authority granted by § 349.21 Wis. Stats. it is required that school bus operators operating in the residence or business district, when pupils or other authorized passengers are to be loaded or unloaded shall actuate flashing red or amber warning lights before stopping to load or unload pupils or other authorized passengers at a location which there are no crosswalks or traffic signals, and such persons must cross the street or highway before being loaded or after being unloaded; or where a sidewalk and curb are laid on both sides of the street. Such lights shall not be extinguished until loading or unloading is completed and persons who must cross the street or highway are safely across.

(a) The requirement for the activation of flashing red or amber warning lights under this section may be excused for a specific stop designated by street location by prior written authorization from the City of Marshfield Police Chief or his or her designee.

(2) *Compliance with school crossing guard.* All persons shall comply with any lawful order, signal or discretion of a member of a school crossing guard when in the course of their regular duties. No operator of a motor vehicle shall fail or refuse to stop for a crossing guard when, in the performance of his duties, he directs by use of sign or signal.

(3) *Required stop for school bus flashing red lights.* No operator of a vehicle which approaches the rear or front of a school bus which has stopped on a street or highway and which is displaying flashing red warning lights shall proceed until having stopped his vehicle not less than 20 feet from the bus and having remained stopped until the bus resumes operation or until the operator extinguishes the flashing red signal lights.

(Code 1982, § 7.13; 1338 10/25/13)

**Sec. 8-45. Crosswalks.**

The board of public works shall establish and designate and thereafter maintain, or cause to be maintained by appropriate devices, marks or lines upon the surface of the roadway, crosswalks at intersections where there is particular danger to pedestrians crossing the roadway, and at such other places as it may deem necessary.

(Code 1982, § 7.14)

**Sec. 8-46. Compression brakes.**

(1) *Prohibition.* No person shall use motor vehicle brakes within the City of Marshfield which are in any way activated or operated by the compression of the engine of any motor vehicle or any unit or part thereof.

(2) *Exception.* It shall be an affirmative defense to prosecution under this section that the compression brakes are necessary for the protection of persons and/or property.

(Code 1982, § 7-33)
Sec. 8-47. Disorderly conduct with a motor vehicle.

No person shall, within the City of Marshfield, on public or private property, by or through the use of a motor vehicle, motorcycle, snowmobile, minibike, ATV or any other motorized vehicle, engage in violent, dangerous, abusive, unreasonably loud or otherwise disorderly conduct, including but not limited to unnecessary, deliberate or intentional: spinning of wheels, squealing of tires, revving of the engine, blowing of the horn, causing the engine to backfire, causing the vehicle in motion to raise one or more of its wheels off the ground or causing the vehicle to otherwise be operated in an erratic or dangerous manner under circumstances which tend to cause or provoke a disturbance.

(Ord. No. 989, § 1 (7.26), 8-26-2003)

Sec. 8-48. Use of Mobile Telephones Restricted

(1) Prohibition. No person shall operate a motor vehicle on any street or highway while using a hand-held mobile telephone or mobile electronic device.

(2) Definitions. The following definitions shall apply in the interpretation and enforcement of this section:

(a) “Authorized emergency vehicle” shall have the same meaning as in Wis. Stat. § 340.01(3).

(b) “Mobile electronic device” means any hand-held or other portable electronic equipment capable of providing data communication between two or more persons, including a text messaging device, a paging device, a personal digital assistant, a laptop computer, equipment capable of playing a video game or a digital video disk, equipment which provides navigation assistance to the operator of a motor vehicle which is not installed or integrated into the electrical system of a motor vehicle, or equipment on which digital photographs are taken or transmitted, or similar device or any combination thereof.

(c) “Mobile telephone” includes a cellular, analog, wireless or digital telephone capable of sending or receiving telephone communications without an access line for service.

(d) “Operate” shall have the same meaning as in Wis. Stat. § 343.05(1)(c).

(e) “Using” shall mean to dial, answer, talk, listen, send or read a text message, or otherwise manipulate the controls of a mobile telephone or other mobile electronic device.

(3) Presumption. The operator of a motor vehicle who holds a hand-held mobile telephone to, or in the immediate proximity of his or her ear, is presumed to be using such telephone within the meaning of this section. The operator of a motor vehicle who holds a mobile electronic device in at least one hand is presumed to be using such mobile electronic device within the meaning of this section. The presumption
established under this subsection may be rebutted upon the presentation of evidence that is clear, satisfactory and convincing to a reasonable certainty.

(4) Exemptions. This section does not apply to any of the following:

(a) The operator of an authorized emergency vehicle or a member of the armed forces of the United States while operating a military vehicle and while in the performance of his or her official duties and within the scope of his or her employment.

(b) The use of a mobile telephone or mobile electronic device for the sole purpose of communicating with public safety personnel or duly licensed medical personnel regarding an emergency situation.

(c) The use of a voice-operated or hands-free device if the operator of the motor vehicle does not use his or her hand to operate the device, except to activate or deactivate a feature or function of the device.

(d) An operator of a motor vehicle while maintaining the motor vehicle in the park position where the motor vehicle has an automatic transmission, or in the neutral position with the emergency brake applied where the motor vehicle has a standard transmission, either on public or private property.

(e) An amateur radio operator who holds a valid amateur radio operator’s license issued by the federal communications commission when he or she is using dedicated amateur radio 2-way radio communication equipment and observing proper amateur radio operating procedures.

(f) Any audio equipment or equipment installed or integrated into the electrical system of a motor vehicle for the purpose of providing navigation assistance to the operator of the motor vehicle or video entertainment to the passengers in the rear seats of the motor vehicle.

(5) Penalty. Any person who violates this section shall be subject to a forfeiture of Seventy Five Dollars ($75.00).

(1) Purpose. The purpose of this Section is to establish regulations regarding the use of mobile telephones while operating a motor vehicle in the City of Marshfield. It is the position of the City of Marshfield that the use of mobile telephones while operating a motor vehicle on the public roadways may cause the operator to maintain less than full time attention to the operation of said motor vehicle. The City of Marshfield further believes that the regulation of the use of mobile telephones while operating a motor vehicle in the City of Marshfield will enhance the safety of those persons operating motor vehicles as well as other drivers, passengers, pedestrians and the general populace.

(2) Definitions. Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Section shall be as follows:

(a) “Mobile Telephone” includes, but shall not be limited to, cellular, analog, wireless and digital telephones. Mobile Telephone shall not include HAM radios operated by licensed individuals with the "Amateur Radio Plate" and CB radios.
Sec. 8-49. Neighborhood Electric Vehicles

(a) "Neighborhood Electric Vehicles" (NEV) means a self-propelled motor vehicle that has successfully completed the neighborhood electric vehicle America test program conducted by the Federal Department of Energy and that conforms to the definition and requirements for low speed vehicles as adopted in the Federal Motor Vehicle Safety Standards for "low-speed vehicles" under 49 CFR 572.3(b) and 571.500. "NEV" does not include an electric golf cart.

(b) NEV's shall be 4-wheeled and have a maximum speed range of at least 20 miles per hour and not more than 25 miles per hour on a paved surface and have a gross vehicle weight of less than 3,000 pounds.

(c) Permitted Users. To use an NEV on City streets as set forth in (4) below, the individual must have a valid driver's license.

(d) Permitted Use of NEV's on City Streets. A Permitted User may operate an NEV on the streets of the City of Marshfield having a posted speed limit of 35 miles per hour or less. Headlamps must be on during operation.
(e) Operation of NEVs. The operation of NEV's shall in all respects comply with Section 8.01 - 8.110 of the City of Marshfield Municipal Code.

(f) License. NEV's shall be licensed by the State of Wisconsin Department of Transportation and the license shall be issued to the owner of the vehicle.

(g) Enforcement. Enforcement of this ordinance regulating the use of NEV's within the City shall be pursuant to Section 8-11 of the City of Marshfield Municipal Code.

(h) Operation of NEVs is prohibited in those locations designated on the map attached to this ordinance.

(Ord. No. 1131, § 1, 8-26-2008)

Article III. Stopping, Standing and Parking

Sec. 8-76. School hours.

For purposes of this chapter, school hours are defined as being the hours between 7:30 a.m. and 4:00 p.m., Monday through Friday inclusive.

Sec. 8-77. Parking lot regulations.

(1) Jurisdiction. Jurisdiction over parking lots shall be as follows:

(a) The Board of Public Works shall be ultimately responsible for the construction, reconstruction, development, maintenance and operation of the municipal parking lots in the City of Marshfield and shall have the further responsibility of providing any on-street parking which may be necessary or advisable, all of such responsibility and authority to be, however, subject to the final approval of the council.

(b) The enforcement of all parking regulations, presently in force or subsequently enacted, shall be under the direction of the police department.

(2) Municipal parking lots. Parking in municipal parking lots shall be in accordance with the following:

(a) Hours of operation. All municipal parking lots in the City of Marshfield, except the municipal lot at the Marshfield Municipal Airport, shall be unmetered parking lots, and the parking therein shall be as provided in subsection (2)(b) of this section.

(b) Unmetered lots. Parking in the lots described in subsection (2)(a) of this section shall be limited to three hours between 8:00 a.m. and 6:00 p.m. daily. Overnight permit parking in the municipal lots shall be subject to the overnight parking restrictions set forth in section 8-79, except that the board of public works may establish overnight permit parking spaces with approval of the council. Such overnight permit parking spaces shall be designated by appropriate signs or other markings as overnight permit parking spaces. Daytime permit parking spaces shall be established by the board of public works with approval of the council and shall be designated by
appropriate signs or other markings as daytime permit parking spaces. Fees for daytime and overnight parking permits shall be established by the board of public works with approval by the council. All permits shall be issued by the police department with all fees collected to be submitted to the finance director. The following table identifies the number of permits allowed for each municipal lot.

<table>
<thead>
<tr>
<th>Lot Address</th>
<th>Also Known As</th>
<th>Day Permits Allowed</th>
<th>Night Permits Allowed</th>
</tr>
</thead>
<tbody>
<tr>
<td>108 East Veterans Pkwy</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>106 South Maple</td>
<td>Soo Line</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>208 South Maple Avenue</td>
<td>Pacific</td>
<td>17</td>
<td>5</td>
</tr>
<tr>
<td>308 South Maple Avenue</td>
<td>Omaha</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>408 South Maple Avenue</td>
<td>Santa Fe</td>
<td>Unlimited</td>
<td>5</td>
</tr>
<tr>
<td>111 South Maple Avenue</td>
<td>Reading</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>111 South Chestnut Avenue</td>
<td>Central</td>
<td>Unlimited</td>
<td>14</td>
</tr>
<tr>
<td>408 South Chestnut Avenue</td>
<td>Milwaukee</td>
<td>Unlimited</td>
<td>0</td>
</tr>
<tr>
<td>109 West 6th Street</td>
<td>Chicago</td>
<td>Unlimited</td>
<td>5</td>
</tr>
<tr>
<td>109 West 5th Street</td>
<td>Canadian</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>200 Block Alley</td>
<td>Burlington</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

The limitations contained in the first sentence of this subsection shall not apply to persons to whom a complimentary parking permit has been issued by the chief of police or his designee.

(b) Unmetered lots. Parking in the lots described in subsection (2)(a) of this section shall be limited to three hours between 8:00 a.m. and 6:00 p.m. daily, except that parking stalls immediately adjacent to Second Street in the so-called post office lot at 201 South Chestnut Avenue shall be limited to 15 minutes. Overnight permit parking in the municipal lots shall be subject to the overnight parking restrictions set forth in section 8-79, except that the board of public works may establish overnight permit parking spaces with approval of the council. Such overnight permit parking spaces shall be designated by appropriate signs or other markings as overnight permit parking spaces. Daytime permit parking spaces shall be established by the board of public works with approval of the council and shall be designated by appropriate signs or other markings as daytime permit parking spaces. Fees for daytime and overnight parking permits shall be established by the board of public works with approval by the council. All permits shall be issued by the police department with all fees collected to be submitted to the finance director. The following table identifies the number of permits allowed for each municipal lot:

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<tbody>
<tr>
<td>108 East Veterans Pkwy</td>
<td></td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>106 South Maple</td>
<td>Soo Line</td>
<td>15</td>
<td>6</td>
</tr>
<tr>
<td>208 South Maple Avenue</td>
<td>Old City Hall Pacific</td>
<td>17</td>
<td>5</td>
</tr>
<tr>
<td>308 South Maple Avenue</td>
<td>Sears Omaha</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>408 South Maple Avenue</td>
<td>Theater Santa Fe</td>
<td>Unlimited</td>
<td>5</td>
</tr>
<tr>
<td>111 South Maple Avenue</td>
<td>Library Reading</td>
<td>20</td>
<td>5</td>
</tr>
<tr>
<td>111 South Chestnut Avenue</td>
<td>Charles Apts. Central</td>
<td>Unlimited</td>
<td>14</td>
</tr>
<tr>
<td>201 South Chestnut Avenue</td>
<td>Post Office</td>
<td>0</td>
<td>5</td>
</tr>
<tr>
<td>408 South Chestnut Avenue</td>
<td>West 5th Street</td>
<td>Unlimited</td>
<td>5</td>
</tr>
</tbody>
</table>
Sec. 8-78. Parking in public places.

(1) Generally. No person shall park any vehicle in public parks or public grounds belonging to the city, except in designated parking places, or park or allow any vehicle to stand in any park or public grounds in the city whether occupied or unoccupied between the hours of 2:30 a.m. and 6:00 a.m.; provided that on nights when there are dances in the Wildwood Station or other entertainments or special programs in the parks or public grounds, cars may be parked in designated parking places until such dances or other programs or entertainments are over. This section shall not apply to vehicles of bona fide campers in the public campgrounds within the city, but shall apply to parking in terraces as defined in section 13-37(1) of this Code.

(2) City parking areas. No person shall park any vehicle, trailer, mobile home or other similar object on the city-owned property adjoining the city garage on the east, west and north sides. This shall not apply to:

(a) City-owned vehicles.

(b) Other vehicles owned by any person who is transacting business at the city garage.

(c) Vehicles owned by city employees when parked in designated areas.

(3) Parking for the handicapped. Parking for the handicapped shall be in accordance with the following:

(a) Definitions. As used in this subsection, the words and phrases used shall be as defined below:

1. Disabled person means any person disabled by paraplegia, amputation of leg, foot or both hands or if he is disabled by loss of use of a leg, foot or both hands, minimum faulty vision of 20/200 or other conditions certified by the Veterans' Administration or by a physician duly licensed to practice medicine in the state, resulting in an equal degree of disability (specifying the particular condition) so as not to be able to get about without great difficulty.

2. Other privileged person means a licensed driver upon whom a disabled person is regularly dependent upon for transportation or any employer who provides an automobile or motor home, whether owned or leased by him, for an employee's use, who is in possession of a statement from a physician duly licensed to practice medicine, certifying that the dependent person or employee is a disabled person as defined in subsection (3)(a)1 of this section.

(Code 1982, § 7.05; Ord. No. 1054, § 1, 7-12-2005; Ord. No. 1134, § 1, 8-12-2008)
MARSHFIELD MUNICIPAL CODE

(b) Parking exemptions. The time limitations imposed by this chapter on parking in any street or highway zone or parking lot, whether owned or leased by the city, of one-half hour or more, shall not apply to automobiles or motor homes described as follows:

1. Bearing special registration plates issued under § 341.14(1)(la), (lm) or (lq) Wis. Stats.

2. Bearing upon its visor or other visible location a special identification card for the physically disabled issued under § 343.51 Wis. Stats. Permits which have been issued by the Marshfield Police Department in the past shall continue to be valid for use only in the City of Marshfield until they expire, which shall not be more than three months following the effective date of the ordinance from which this section derives. Application for such special identification cards shall be on forms prescribed by the Wisconsin Department of Transportation, and shall be available at the Marshfield Police Department.

(c) Width of parking spaces in lots. The director of public works or his designee shall designate two spaces in each municipal parking lot, whether owned or leased, for the parking of disabled persons or other privileged persons as defined in this subsection. Each space shall comply with Americans with Disabilities requirements.

(Code 1982, § 7.06)

Sec. 8-79. Parking upon City streets and City owned lots

1) Street Parking Prohibited.

a) May 1st through October 31st. When signs have been erected at, or reasonably near, the corporate limits of the city, as provided by § 349.13 Wis. Stats., informing motorists that parking limitations exist, motor vehicles will be allowed to park as follows unless otherwise signed.

On ditched or unimproved streets: during odd calendar months (May, July, September), vehicles will be allowed to park on the odd (north and east) sides of the streets. On even calendar months (June, August, October) vehicles will be allowed to park on the even (south and west) sides of the street.

Parking on curbed streets and the bulb portion of cul-de-sac streets shall be allowed on both sides unless otherwise signed.

Trailers, boats, vehicles, or any vehicle accessory or attachment which is not self-propelled shall not be parked overnight (2:30 AM to 6:00 AM) on any city streets or municipal parking lot. Trailers, boats, vehicle accessories and/or attachments affixed to a motor vehicle, shall be subject to the restrictions within this section and limited to one forty-eight hour time period after which time, the trailer, vehicle, accessory or attachment must be removed.

b) November 1st through April 30th. All regulations as stated in 8-79 (1) listed above shall apply with the following exceptions:

No person shall park any vehicle on any street in the city between the hours of 2:30 AM and 6:00 AM except emergency vehicles and physicians on an emergency call, and except as permitted pursuant to Section 8.08 of this Code.

c) Trailers, boats, vehicles, or any vehicle accessory or attachment which is not self-propelled shall not be parked overnight (2:30 AM to 6:00 AM) on any city streets or municipal parking lot.
Trailers, boats, vehicle accessories and/or attachments affixed to a motor vehicle, shall be subject to the restrictions within this section and limited to one forty-eight hour time period after which time, the trailer, vehicle, accessory or attachment must be removed.

2) City-owned lots. No person shall park any vehicle on any city-owned parking lot between the hours of 1:00 a.m. and 6:00 a.m. of any day, or 2:00 a.m. and 6:00 a.m. of any day during daylight saving time, except as follows:

(a) Those spaces in each city-owned lot as designated by the board of public works if a permit has been issued for such spaces as provided in section 8-77(2) of this Code.

(b) Those spaces in each city-owned lot as designated by the board of public works.

3) Snow emergency. This section does not apply in the event a snow emergency is declared pursuant to section 13-35(3).

(Code 1982, § 7.07; Ord. No. 1174, § 1, 2-9-2010; 1242 03/12/13)

Sec. 8-80. Parking type.

Parking on streets shall comply with § 346.54 Wis. Stats. On those streets which have been designated for angle parking, vehicles shall be parked at the angle to the curb indicated by appropriate marks or signs, provided that no part of any vehicle, its contents or load shall extend beyond the limits designated for such parking. The following areas are designated for angle parking:

(1) On West Blodgett Street between Chestnut Avenue and Walnut Avenue.

(2) On the south side of West Depot Street between Central Avenue and Chestnut Avenue.

(3) On the south side of West 2nd Street between Central Avenue and Chestnut Ave.

(4) On the south side of East 2nd Street between Central Ave and Maple Avenue.

(Code 1982, § 7.08; Ord. No. 955, § 1, 12-18-2001)

Sec. 8-81. Safety zones and loading zones; specific parking permits.

(1) Established. The board of public works shall establish safety zones and loading zones of such kind and character and at such places as it deems necessary for the protection of persons using the public streets. The board of public works may, in coordination with the chief of police and director of public works, also issue parking permits for such other specific purposes and at such places as it deems reasonable and necessary.

(2) Marking. The board of public works shall require the director of public works to mark lanes for traffic on street pavements at such places as it may deem advisable, consistent with the provisions of this section.

(3) Restricted parking zones. The board of public works may establish restricted parking zones to prohibit parking any vehicles except passenger automobiles in the parking space on each side of any street or alley where parking stalls are marked.

(Code 1982, § 7.15)
Sec. 8-82. Bus and taxicab parking.

No operator of any bus or taxicab shall stand or park upon any street in any business district at any place other than at a bus stop or taxicab stand, respectively, except that the operator of such vehicle shall temporarily stop in accordance with other parking regulations at any place for the purpose of and while actually engaged in loading or unloading passengers. Bus and/or taxicab stands may be designated by the board of public works, with the concurrence of the chief of police.

(Code 1982, § 7.18)

Secs. 8-83—8-110. Reserved.

Article IV. Bicycles and Skating

Sec. 8-111. Regulation of bicycles.

In addition to the requirements contained in § 347.489 Wis. Stats. adopted by reference in section 8-01 of this chapter, the following regulations will apply to bicycles:

(1) Generally. Except as herein provided, it shall be unlawful for any person to operate a bicycle upon any street in the City of Marshfield unless the bicycle is registered and tagged, as set forth in this section. This subsection shall apply to all residents of the City of Marshfield and to such nonresidents who operate bicycles upon the streets of the City of Marshfield habitually or frequently either in going to work or for other purposes, but shall not apply to casual travelers or tourists passing through the city on their bicycles.

(2) Registration. Upon acquisition of a bicycle, registration and reregistration shall be made by filing with the police department the name and address of the owner, together with a complete description of the bicycle, on forms provided by such department, as a public record. The registration fee shall be as set forth in subsection (3) of this section. Upon such registration the department shall cause an identification tag to be affixed to the bicycle, serially numbered to correspond to the registration number. Such tag shall remain affixed to the bicycle unless removed by the department for cause or for retagging upon reregistration.

(3) Term, fee. Registration shall be for a period of five years, commencing January 1, and shall be renewed at the end of each five-year period. The registration fee shall be $5.00 for the five-year period. All such registrations shall expire on December 31 of the applicable five-year period, and all bicycles shall be reregistered in the same manner and for the same fee as the registration commencing at the beginning of the prior five-year period. In case of theft or loss of the registration tag, a duplicate shall be issued for a fee of $5.00. No person shall willfully remove, deface or destroy any such identification tag.

(4) Right-of-way. No person shall ride or propel any bicycle upon any part of any public street, highway, boulevard, sidewalk or alley in such a manner as to interfere with the rights of other persons using such street, highway, boulevard, sidewalk or alley, or in any other than a careful and prudent manner.

(5) Speed. No bicycle shall be ridden upon any public street, highway, boulevard or alley at a speed faster than is reasonable and proper for traffic conditions at the time, and every bicycle shall be operated with due regard to the safety of the operator and others upon the streets, highways, boulevards and alleys of the city.

(6) Rules of the road. Persons riding or propelling bicycles shall observe all traffic signs and signals and stop when and as required by such traffic signals and signs, shall signal for all turns and stops, ride at the right-hand side of the street or highway as near as may be to the street curb, pass to the left when
passing vehicles or bicycles which are slower moving and on the right side when meeting. No person shall operate a bicycle upon any public street, highway, boulevard or alley abreast of or to the left of another person operating a bicycle except while passing such bicycle.

(7)(6) Hours of operation. No person under the age of 12 shall operate a bicycle upon any public street, highway, boulevard or alley between the hours of 9:00 p.m. and 5:00 a.m.

(8)(7) Method of operation. It shall be unlawful to operate a bicycle without at least one hand on the handlebars.

(9)(8) Sidewalk operation. It shall be unlawful for any person to operate a bicycle on any sidewalk in the City of Marshfield, except as provided by the Administrative Code of Traffic and Parking Regulations, and then only if operated with due care and caution.

(10)(9) Penalties. Penalties for violation of this section shall be as follows:

(a) Any person over the age of 15 years who shall violate the provisions of this section shall, upon conviction thereof, pay a forfeiture as prescribed by section 1-05 of this Code, plus the costs of prosecution. The maximum forfeiture shall not exceed the maximum forfeiture provided by the applicable Wisconsin Statute.

(b) Persons of the age of 14 and 15 years who shall violate the provisions of this section shall be ordered to appear in Marshfield Municipal Court and shall pay a forfeiture as prescribed by section 1-05 of this Code, except that the maximum shall not exceed the maximum permitted by the applicable Wisconsin Statute. Jurisdiction of offenses defined in this subsection shall be in the Marshfield Municipal Court of Wood County, Wisconsin.

(c) Parents or legal guardians of persons under the age of 14 years shall be held responsible for such child's violations of the provisions of this section as provided in § 346.77Wis. Stats. and, in the event of a conviction of such child for a violation of the provisions of this section, shall pay a forfeiture as provided by section 1-05 of this Code. The forfeiture, in any event, shall not exceed the maximum set forth in the applicable Wisconsin Statute.

Sec. 8-112. Regulation of skateboards, inline skates (roller blades and roller skis) and roller skates.

All on-street operation of skateboards, inline skates (roller blades and roller skis) and roller skates shall be conducted as far to the right of the traffic lane as possible, in a single file and flowing with traffic. All operations of these skateboards, inline skates and roller skates shall be during daylight hours unless the operator has a white light showing to the front and is wearing some type of reflective clothing or reflective strips on his/her clothing which can be seen from a distance of 500 feet to the rear and side. Further, all operation shall be consistent with rules of the road established for bicycles. Skateboards, inline skates and roller skates shall be allowed on all city streets and sidewalks except as provided by the Administrative Code of Traffic and Parking Regulations.

Secs. 8-113—8-140. Reserved.

Article V. Snowmobiles
Sec. 8-141. Operation.

(1) State snowmobile laws adopted. Except as otherwise specifically provided in this chapter, the statutory provisions describing and defining regulations with respect to snowmobiles in the state statutes and section 8-01 of this Code are hereby adopted by reference and made part of this section as if fully set forth in this section. Acts required to be performed or prohibited by such statutes are required or prohibited by this section.


(3) Permitting operation by improper persons prohibited. No owner or person having charge or control of a snowmobile shall authorize or permit any person to operate such snowmobile who is incapable by reason of age, physical or mental disability, or is under the influence of intoxicating liquor, fermented malt beverages or controlled substances.

(4) Written consent of owner required. The consent required under § 350.10(1)(f) Wis. Stats. shall be written consent dated and limited to the year in which the consent is given. If the property is owned or leased by more than one person, the consent of each shall be obtained.

(5) Routes designated. Except as provided in §§ 350.02 and 350.03 Wis. Stats., no person shall operate a snowmobile upon any public right-of-way, in any public park or on any other public property in the city except on marked routes, trails, or areas as are authorized and designated in the Administrative Code of Traffic and Parking Regulations, except operation of snowmobiles on public streets is authorized when the operator is proceeding directly to or from an otherwise approved route and that distance does not exceed ten city blocks. Snowmobiles operating on public streets shall operate on the extreme right side of the roadway, to the extent possible.

(6) Speed. No person shall operate a snowmobile within the city in excess of 15 miles per hour on those routes designated in subsection (5) of this section.

(7) Hours of operation. No person shall operate a snowmobile within the city between 12:30 a.m. and 97:00 a.m.

(8) Unattended vehicles. No person shall leave or allow a snowmobile owned or operated by him to remain unattended on any public highway or public property while the motor is running or with the starting key left in the ignition.

(9) Operation on sidewalks or malls prohibited. No person shall operate a snowmobile on any sidewalk, pedestrian way or mall within the city.

(10) Operation on private premises restricted. No person shall operate a snowmobile on any private property within the city not owned or controlled by him without the express permission of the owner.

TO: Mayor Meyer & Common Council  
FROM: Josh Miller, Director of Development Services  
DATE: January 23, 2018  

RE: Rezoning Request by James Nikolai, to rezone Parcel No. 33-05305, 33-05306, 33-05307, 33-05308, and 33-05309 and abutting portions of the vacated Franklin Street right-of-way, from “TR-6” Two-Family Residential to “MR-12” Multi-Family Residential, located north of Emerald Street, between Hume Avenue and Juniper Avenue.

Background

James Nikolai is requesting to rezone approximately 2 acres of land to “MR-12” Multifamily Residential that is currently platted and zoned “TR-6” Two-Family Residential. The purpose of the rezoning is to combine it with the property to the north that is already zoned “MR-12” Multifamily Residential. If approved, the owner would sell this property, along with the adjacent property to the north, to a developer for future development.

Analysis

According to the 2017-2037 City of Marshfield Comprehensive Plan this area is identified as Medium Density Single and Two Family Residential. Medium Density Single and Two Family Residential is described as one and two family residential with 3-10 units per acre. The “MR-12” district anticipates multifamily with up to 12 units per acre. The subject property also abuts land that is shown on the Future Land Use Map as High Density including Multifamily and Institutional Residential (6+ units per acre). The Future Land Use Map boundaries were intended to be flexible and staff feels this proposal would still be consistent with that plan. This area to be rezoned is separated from the main parcel to the north by a band of wetlands. Therefore, this area is unlikely to be developed and would act as a buffer to the lower density residential development to the south.

Any multifamily development with 9 or more units or multiple buildings will require a Conditional Use Permit. Therefore, the actual layout for any multifamily development would be reviewed as part of that process. The request at this time is simply for the rezoning.
The Zoning Code requires a review of any zoning map amendment with the following criteria:

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

   The request does not adversely affect the purpose and intent of Section 18-03 of implementing the goals and objectives of the Comprehensive Plan. There is history of wetlands to the north of this property, but there are no plans to develop this portion of the property as it is separated from the primary piece of land by wetlands. Any future street or development within those areas would have to delineate the wetlands and work with the WisDNR on any disturbance of the wetlands.

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

   The Future Land Use Map identifies the subject area as Medium Density Residential, but is adjacent to a High Density Residential which allows multifamily residential development of 6 or more units per acre. The “MR-12” district allows an average of 12 units per acre.

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

   The change in zoning would potentially have an increase on the density and intensity by allowing multifamily development of a vacant parcel. However, this area is not planned for development base on initial plans submitted by the developer. Any layout of future multifamily of 9 or more units would have to be reviewed and approved by the Plan Commission.

4. Addresses any of the following factors that are not properly addressed on the current Official Zoning Map:
   a. The designations of the Official Zoning Map are not in conformance with the Comprehensive Plan.
   b. A mapping mistake was made. If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.
   c. Factors have changed (such as new data, infrastructure, market conditions, development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
   d. Growth patterns or rates have changed, creating the need for an amendment to the Official Zoning Map.
The new comprehensive plan shows the area to the north as a high density residential. The “MR-12” Multi-Family Residential district would be consistent with the Future Land Use Map.

**Plan Commission Recommendation**

A public hearing was held on January 16, 2018 where no public comments were made.

The Plan Commission recommended to APPROVE the rezoning request by James Nikolai, to rezone Parcel No. 33-05305, 33-05306, 33-05307, 33-05308, and 33-05309 and abutting portions of the vacated Franklin Street right-of-way, from “TR-6” Two-Family Residential to “MR-12” Multi-Family Residential, located north of Emerald Street, between Hume Avenue and Juniper Avenue because it meets the rezoning criteria and is consistent with the Comprehensive Plan and direct staff to prepare an ordinance for Common Council consideration.

**Council Options**

The Common Council can take the following actions:

1. Approval of the request with any exceptions, conditions, or modifications the Council feels are justifiable and applicable to the request.
2. Denial of the request with justification stated by the Council.
3. Table the request for further study.

**Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the February 13, 2018 Common Council meeting.

**Attachments**

1. Ordinance 1373
2. Location Map
ORDINANCE NO. 1373


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

WHEREAS, the City Clerk, having published a Notice of Public Hearing regarding such change in zoning and, pursuant thereto, a public hearing having been held on the 16th day of January 2018 at 7:00pm, and the Plan Commission having heard all interested parties or their agents and attorneys;

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

SECTION I. Zoning

The following described property is hereby rezoned from “TR-6” Two Family Residential to “MR-12” Multi-Family Residential, as set forth in, and regulated by, the provisions of Chapter 18, Marshfield Municipal Code:

Part of the SW ¼ of the SE ¼ of Section 4, Town 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin more particularly described below:

Commencing at the East ¼ of Section 4, Town 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin; thence S 1°27'40" W, along the east line of said section, 1958.97 feet; thence N 88°56'23" W, 1932.26 feet; thence S 1°02'26" W, 30.00 feet to the North Line of Nikolai Brothers Subdivision, and the point of beginning;

Thence continuing S 1°02'26" W, 162.37 feet to the southeast corner of Lot 39, Nikolai Brothers Subdivision; thence N 88°57'38" W, 522.02 feet to the southwest corner of Lot 43; thence N 1°02'26" E, 162.57 to the North Line of Nikolai Brothers Subdivision; thence S 88°56'23" E, along said North Line, 522.02 feet to the point of beginning.

SECTION II. Effective Date

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

ADOPTED: ___________________________ Chris L. Meyer, Mayor

APPROVED: ___________________________ ATTEST: ___________________________

PUBLISHED: ___________________________ Deb M. Hall, City Clerk
Subject Property -
Rezone from TR-6 to MR-12

RZN: Nikolai Brothers - E Franklin St from "TR-6" to "MR-12"
City of Marshfield - Plan Commission
Meeting Date: January 16, 2018

ATTENTION: The representation of data presented herein is intended for reference purposes only; the City of Marshfield assumes no responsibility for the accuracy of the information provided. Any duplication without consent is prohibited.
TO: Finance, Budget and Personnel Committee  
FROM: Justin Casperson, Parks and Recreation Director  
DATE: January 8, 2018  
RE: Budget Resolution No. 01-2018 (funds for Fairgrounds Master Plan)

**Background**
As a condition of the construction of the Wenzel Family Stage and Horse Barns located on the fairgrounds property, a Conditional Use Permit was issued that requires the development of a campus master plan. The plan was required to be submitted to the Common Council by April 26, 2017. A 12-month extension was granted.

**Analysis**
There is no one person, department or organization that has the time nor resources to complete a campus master plan for the fairgrounds. Josh Miller, Development Services Director and I have been working with MSA Professional Services on a proposal for them to complete a campus master plan. We think the best approach is to hire MSA and split the cost four ways (see below). All four groups have agreed to split the cost evenly and spread the work among the 4 of them.

$3,125 – Development Services  
$3,125 – Parks & Recreation  
$3,125 – CWSFA  
$3,125 – Fairgrounds Commission

**Staff Recommendations**
To accept the MSA proposal and approve Budget Resolution No. 01-2018 and have staff execute the contracts for the Fairgrounds Campus Master Plan.

Concurrence:

Steve Barg, City Administrator  
Keith Strey, Finance Director
A resolution changing the 2018 budget of the City of Marshfield, Wisconsin.

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

1. That the sum of $6,250 is hereby transferring equal Contributions from the Central WI State Fair Association and Fairgrounds Commission, a/c #1014800062.620000 to the Fairgrounds Budget, a/c #1015548062.620000.

2. That the sum of $3,125 is hereby transferred within the General Fund from Development Services Budget, a/c #1015690170.700000 to the Fairgrounds Budget, a/c #1015548062.620000.

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

ADOPTED ___________________ ________________________________

Mayor

APPROVED ___________________ ________________________________

Attest - City Clerk

PUBLISHED ___________________
DETAIL OF BUDGET RESOLUTION NO. 01-2018 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund Miscellaneous Revenue, a/c# 1014800062.620000:

1. 48500 – Contributions From Private Organizations $ 6,250

General Fund Development Services, a/c# 1015690170.700000:

1. 52100 – Professional Services $ 3,125

TRANSFERRED TO:

General Fund Fairgrounds, a/c# 1015548062.620000:

1. 52100 – Professional Services $ 9,375

* * *
November 6, 2017

Justin Casperson, Parks and Recreation Director  
City of Marshfield  
630 South Central Street  
Marshfield, WI 54449

Re: Proposal for the Marshfield Fairgrounds Campus Master Plan

Dear Justin:

Thank you for the opportunity to prepare a Campus Master Plan for the Marshfield Fairgrounds. We look forward to providing timely planning services to complete the documentation the City is requesting for the Fairgrounds.

It is our understanding that the intent of the project is primarily to gather current data on the 24 structures and their function within the property as well as the overall outdoor uses of the Fairgrounds for future reference and planning purposes. We will conduct a site inventory and work with the City to compile an informative record of the site. The project site consists of properties managed by the Central Wisconsin Fair Association and the City of Marshfield Parks, Recreation and Forestry Committee, and it is also host to several other athletic facilities and associations. We see this as a good opportunity to ask each of the site users about future improvements they may have discussed, to be documented for future discussion and reference. We will assemble everything we collect into a Campus Master Plan report compliant with Section 18-166 of Chapter 18 General Zoning Ordinance.

The primary work will be conducted by Dan Schmitt, PLA and myself. We are both professional landscape architects. Jason Valerius, AICP, will provide QA/QC for the project. Todd Trader, PE, will continue as Client Liaison with for the project.

Our team is committed to making this project a success. Please feel free to contact me directly with any questions via phone at (608) 216-2066, or email at dwilliams@msa-ps.com.

Sincerely,

MSA Professional Services, Inc.

Daniel J. Williams, PLA, ASLA  
Project Manager
1. PROJECT DESCRIPTION

The Marshfield Fairgrounds project site is comprised of the properties managed by the Central Wisconsin Fair Association and the City of Marshfield Parks, Recreation, and Forestry Committee. The site includes 24 structures as identified on the attached GIS map provided by the City. The Marshfield Fairgrounds is home to the Central Wisconsin State Fair and also hosts several other users, including the Marshfield Curling Club, Marshfield Softball Association, and the Marshfield Youth Hockey Association. The purpose of this project is to draft a Campus Master Plan per the requirements of Marshfield Ordinances Chapter 18-166. We understand that there are no specific site improvements triggering the development of this plan; rather, the City is working to get all of its larger land users to establish these plans so that future campus improvements can be reviewed and approved in a more efficient manner.

2. SCOPE OF WORK

We will attend a project kick-off meeting and site data reconnaissance trip to observe conditions of the Fairgrounds and discuss any possible changes to the site. We will prepare a site base plan from GIS information provided by the City. In addition, the City will provide insurance information for each structure for creating square foot calculations of the site structures to be tabulated in the Campus Master Plan document.

We will work with Staff to ask each site user organization about possible future improvement projects that their organization has previously discussed for future consideration. This could happen as part of the kick-off meeting or by other means, such as a short questionnaire. Noted future improvements will be listed in the plan and identified on a map of the site for future reference.

We will be utilizing Google Earth and other aerial photographs to supplement site images for demarcating features such as capacity parking during high uses times. The Campus Master Plan site imagery will be prepared at a scale to be legible and fit within the report document.

We will meet the requirements of section 18-166: Process to Establish Campus Development Zoning of the Marshfield Zoning Ordinance in preparation of the document. We understand that the following requirements of the ordinance will not be required in the Plan at this time: Development Inventory evaluating development proposals in detail, Transportation Demand Management Plan, Exterior Signage Plan, Conceptual Landscape Plan.

We will prepare a Draft Campus Master Plan to be reviewed by the City and used for a Development Review Team (DRT) Meeting to be conducted by Marshfield City officials and the Development Services Department. Upon completion of the review and comment period, we will prepare a final Campus Master Plan by April 1, 2018.

3. PROJECT DELIVERABLES

- Draft Marshfield Fairgrounds Campus Master Plan in Microsoft Word Letter format and a PDF file copy.
- Final Marshfield Fairgrounds Campus Master Plan in Microsoft Word Letter format and a PDF file copy.
- Any GIS data developed by MSA during the planning process
4. SCHEDULE

We anticipate starting the project in December, 2017. The project will be conducted in four months with a completion by April, 2018.

5. COMPENSATION

We propose a lump sum fee of $12,500 to complete the Scope of Work listed. Additional Services, if required, will be time and materials. MSA Rate Schedule is provided.
PERSONNEL QUALIFICATIONS

Daniel Williams, PLA, ASLA, AHLP
Project Manager

With 29 years of landscape architectural experience, Mr. Williams takes pride in his ability to make every project, large or small, something special. He is energized by the challenges offered by each new site. Dan’s design philosophy is uncomplicated and based on two foundational factors: understanding and vision. Understanding involves developing a solid comprehension of the environmental, social, and economic factors related to a project. This knowledge provides a framework for building an inspiring vision for the landscape. He enjoys the energy of collaborating with others to create special places. He continues to grow professionally through interaction with teammates and clients as design solutions are tested. Mr. Williams thrives on the progression of thought process. He has managed and directed design for over 30 award-winning projects including five national recipients.

EDUCATION
B.S., Landscape Architecture
University of Kentucky

REGISTRATION
Professional Landscape Architect, WI, IA, CO

SELECTED PROJECT EXPERIENCE
- UW Eau Claire Campus Master Plan, Eau Claire, WI*
- UW LaCrosse Campus Master Plan LaCrosse, WI*
- UW Parkside Campus Master Plan, Racine, WI*
- UW River Falls Outdoor Education Plan, River Falls, WI*
- UW Madison East Campus Mall, Madison, WI*
- UW Whitewater Campus Open Space, Whitewater, WI*
- Marquette University Beautification Plan, Milwaukee, WI*
- Madison College Campus Master Plan, Madison, WI*
- Michigan Tech University Campus Master Plan, Houghton, MI*
- University Research Park 2, Design Guidelines, Madison, WI*
- Coldstream Research Park Master Plan, Lexington, KY*
- DuPage Tech Park Master Plan, DuPage, IL*
- Chicago Harbors Master Plan, Chicago, IL*
- Green Bay Botanical Gardens Master Plan, Green Bay, WI*

*Denotes work experience prior to joining MSA.

Dan Schmitt, PLA, ASLA
Landscape Architect

Mr. Schmitt is a professional landscape architect with extensive experience in residential design-build practice. His experience with on-site construction management provides a valuable understanding of construction detailing and construction workflow including permitting and local code and zoning requirements. His academic focus was to design enriching outdoor spaces for children and he enjoys working on playground projects and exploring techniques for implementing Natural Play. His experiences provide a comprehensive knowledge of including site inventory, concept development, landscape plans, planting design and construction details.

EDUCATION
M.A., Landscape Architecture
University of Wisconsin-Madison

B.S., Landscape Architecture
University of Wisconsin-Madison

REGISTRATION
Professional Landscape Architect, WI

SELECTED PROJECT EXPERIENCE
- Jones Park, Appleton, WI
- Wisconsin Rapids Riverbank Park, Wisconsin Rapids, WI
- Erb Park, Appleton, WI
- Indianhead Park Master Plan, Mukwonago, WI
- Greenspace Improvements, Sun Prairie, WI
- Janesville Downtown Redevelopment Plan, Janesville, WI
- North Freedom CORP/Master Plan, North Freedom, WI
- Mukwonago CORP, Mukwonago, WI
- Sauk City Downtown Master Planning, Sauk City, WI
- Lowe Park, Marion, IA
Mr. Valerius has more than 15 years of community planning and design experience across the Midwest. He has lead the development of comprehensive plans, neighborhood plans and zoning ordinances. Trained in both planning and architecture, he has applied his urban design expertise to the creation of design standards and guidelines for municipalities, and also the design and entitlement process for private development. As Team Leader for the Madison-based Planning and Design team, Mr. Valerius manages a talented staff with expertise ranging from comprehensive planning and transportation planning to park and recreation plans, landscape architecture, and urban design. Mr. Valerius serves on the Board of the Wisconsin Chapter of the American Planning Association, as the Southwest District Representative.

EDUCATION
M.S. Architecture and Urban Planning
University of Wisconsin - Milwaukee

B.A. Government/Psychology
Lawrence University

REGISTRATION
American Institute of Certified Planners

SELECTED PROJECT EXPERIENCE
- Tourism-Oriented Economic Impact Study, Adams County, WI
- Downtown Design Standards, Sauk City, WI
- Downtown Design Standards, Cross Plains, WI
- Whiteside County Comprehensive Plan, Whiteside, IL
- Columbus Comprehensive Plan, Columbus, WI
- Waunakee-Westport Joint Comprehensive Plan, Waunakee and Westport, WI
- LaCrosse Area Blufflands Plan, LaCrosse, WI
- Whitewater University Technology Park, Whitewater, WI
- Comprehensive Plan, Burlington, IA
- Downtown Plan, Verona, WI

Mr. Trader works with municipal governments designing and constructing infrastructure. He has designed and provided construction services for municipal streets, sewer and water main extensions and replacements, lift stations, industrial parks, stormwater systems and park improvements; and prepared stormwater management, drainage, and erosion control reports. His expertise includes planning, estimating, scheduling, and coordination with funding programs, as well as fulfilling state, federal, and local government regulations and permit requirements.

EDUCATION
B.S. Environmental Engineering
University of Wisconsin - Platteville

REGISTRATION
Professional Engineer, WI

SELECTED PROJECT EXPERIENCE
- Wildwood Zoo Grizzly Bear Exhibit, Marshfield, WI
- Prairie Run Subdivision, Marshfield, WI
- Veterans Parkway Condominiums, Marshfield, WI
- Griese Park North Soccer Field, Marshfield, WI
- Wildwood Park Parking Lot Reconstruction, Marshfield, WI
- 2010 Street Improvements, Marshfield, WI
- Marshfield SWAPPP, Marshfield, WI
- Hartl Manor Storm Sewer Reconstruction, Marshfield, WI
- Woodsvie Subdivision, Marshfield, WI
- Five Year Capital Improvement Plan, Pittsville, WI
- Five Year Capital Improvement Plan, Village of Rib Lake, WI
- Five Year Capital Improvement Plan, Junction City, WI
- Five Year Capital Improvement Plan, Auburndale, WI
- Stormwater Management Plan, Middleton, WI
DATE: January 19, 2018
TO: Mayor Meyer and City Council
FROM: Steve Barg, City Administrator
RE: UW communications tower ground lease agreement

**Background**
The University Commission requested that Wood County and the City of Marshfield both approve resolutions and a lease agreement for construction of a communications tower on the UW-Marshfield/Wood County campus. This tower would be placed at the north end of the parking lot located along West 5th Street, and the UW Board of Regents has agreed to allow construction of the tower at that location. The Wood County Board will consider approving its resolution and the lease agreement at its regular meeting on February 20th.

**Analysis**
In reviewing the proposed lease agreement, City staff flagged several possible issues and concerns, and working with the County/University Commission/developer, we requested some additions/changes (attached list), which have been accepted by all parties involved.

**Recommendation**
Staff recommends approval of the attached Resolution No 2017-74 (has a 2017 resolution number as this was first introduced in December), and authorizing the City Administrator to sign the ground lease agreement on behalf of the City, once the changes are made.
RESOLUTION 2017-74

SUPPORTING REQUEST TO CONSTRUCT COMMUNICATIONS TOWER ON THE UW-MARSHFIELD/WOOD COUNTY CAMPUS

WHEREAS, PI Tower Development, LLC desires to construct a communications tower on the UW-Marshfield/Wood County campus for the purpose of placing an antenna on it for its client (Verizon), with the possibility of more antennas placed on this tower in the future; and,

WHEREAS, PI Tower Development, LLC has retained the services of Begley Wireless Consulting Services, LLC (Begley) to work with the UW Commission in siting this tower on the UW property, placing it just off the north end of the parking lot on West 5th Street; and,

WHEREAS, the Commission has been working with Begley for over a year to identify an appropriate location for this tower, and to negotiate the terms of the attached lease agreement; and,

WHEREAS, the UW Board of Regents has consented to the location of the tower on this campus by releasing a parcel of approximately one acre from the lease that the Commission has with the UW System; and,

WHEREAS, UW staff/students and local residents have reported the need for improved cell phone service in this area; and,

WHEREAS, the proposed tower location won’t impede the Commission’s ability to fully utilize the UW-Marshfield/Wood County property for the educational needs of its students.

NOW, THEREFORE, BE IT RESOLVED, that the Marshfield Common Council supports the construction of a communications tower on UW-Marshfield/Wood County property as outlined in this resolution, subject to all terms/conditions in the attached lease agreement, and authorizes the appropriate City officials to execute the required documents.

Passed by the Common Council of the City of Marshfield this _____ day of ____________, 2017

ADOPTED____________________               _______________________

Chris L. Meyer, Mayor

APPROVED____________________              _______________________

Deb Hall, City Clerk
ADDITIONS/CHANGES TO GROUND LEASE AGREEMENT REQUESTED BY CITY AND ACCEPTED BY WOOD COUNTY/UNIVERSITY COMMISSION/DEVELOPER

Section 8
- Replace the last sentence with the following:
  - “The Rent shall be increased by 2% in each year of the contract term.”

Section 9
- Remove the following language from the end of this sentence:
  - “and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to the Lessor”

Section 11(a)
- Replace “(except footings)” with “(including footings up to 3 feet below grade)” in the 4th sentence
- Add to the end of the 2nd to last sentence: “subject to approval by the University Commission”

Section 11(c)
- Add the following sentence at the end of this section:
  - “Lessee shall make all reasonable efforts necessary to coordinate with local utility providers.”

Section 17
- Increase the amount for combined single limit under the required general liability insurance policy from “1,000,000” to “$2,000,000” in the 2nd sentence.

Section 21
- Correct the City’s tax ID number to read “39-6005518”.
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) is made this _____ day of ____________________, 201__, (the “Commencement Date”), by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation (“Lessor”), and PI TOWER DEVELOPMENT LLC, a Delaware limited liability company (“Lessee”).

1. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor under the terms and conditions set forth in this Lease [a portion of] that certain parcel of real property, located at 2000 W. 5th Street, Marshfield, WI 54495 (“Site”), as more particularly described on Exhibit “A” and the survey or site plan shown on Exhibit “A-1” attached hereto and made a part hereof (“Leased Premises”), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation, a landscape buffer, for the duration of the lease on the property which is more particularly described on Exhibit “B” attached hereto and made a part hereof (“Easement(s)”). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein. Lessor agrees and acknowledges that Lessee may, at Lessee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s). Lessor represents and warrants that Lessor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on Exhibit “C” attached hereto and made a part hereof (“Easement(s)”). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein. Lessor agrees and acknowledges that Lessee may, at Lessee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement(s), and that the legal description of the Leased Premises and the Easement(s), as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement(s). Lessor represents and warrants that Lessor has good and marketable title to the Leased Premises and the Easement(s) free and clear of all liens and encumbrances, other than those liens and encumbrances shown on Exhibit “C” attached hereto and made a part hereof (“Easement(s)”).

2. **Lessor’s Representations and Warranties.** Lessor represents and warrants to the best of Lessor’s knowledge that Lessee’s intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities (“Intended Use”) is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under the state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Lessor’s ability to fulfill its obligations under this Lease, and (iv) Lessor shall not grant an option or enter any contract which will affect the Leased Premises or the Easement(s) until this Lease expires or is terminated by Lessee.

3. **Lessee’s Due Diligence Period.**

(a) Within twenty (20) business days following the Commencement Date, Lessee shall pay to Lessor the amount of Five Thousand and 00/100 Dollars ($5,000.00) (the “Due Diligence Fee”), which Due Diligence Fee (or Additional Due Diligence Fee as set forth below) shall be nonrefundable to Lessee. Provided that construction of the Tower Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the right to terminate this Lease for any reason or no reason at all,
without any further liability or obligation to Lessor except those obligations which specifically survive the expiration or termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent Commencement Date. The Due Diligence Period shall be a period of two (2) years from the Commencement Date (“Initial Due Diligence Period”). Lessee may extend the Initial Due Diligence Period for an additional two (2) years upon expiration of the Initial Due Diligence Period provided Lessee shall pay Lessor an additional Due Diligence Fee of Five Thousand and 00/100 Dollars ($5,000.00) prior to the end of the Initial Due Diligence Period (“Additional Due Diligence Fee”).

(b) Lessee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. Lessor shall remove any survey or title defects, which will adversely affect Lessee’s leasehold title or its ability to mortgage its leasehold interest. In the event Lessor shall fail to cure any such defects, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

(c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee’s agent and at Lessee’s cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.

4. Attorney-In-Fact and Cooperation. Lessor hereby irrevocably appoints Lessee or Lessee’s agent as Lessor’s agent to file such applications on behalf of Lessor with federal, state and local governmental authorities which relate to Lessee’s Intended Use of the Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees to cooperate with Lessee in obtaining, at Lessee’s expense, all licenses and permits required for Lessee’s use of the Leased Premises (the “Governmental Approval”).

5. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.

6. Initial Term. The initial term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date (“Initial Term”). The parties agree that a memorandum of lease in the form attached hereto as Exhibit “D”, evidencing the Commencement Date and other matters, shall be executed and recorded.

7. Renewal Terms. Lessee shall have the right to extend the Initial Term of this Lease for five (5) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term shall collectively be referred to herein as the “Term”.

8. Rent. Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of Fourteen Thousand Four Hundred and 00/100 Dollars ($14,400.00), to be paid in equal monthly installments of One Thousand Two Hundred and
00/100 Dollars ($1,200.00) (“Rent”), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Rent Commencement Date or the date of termination (the “Termination Date”) of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination of this Lease for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall be refunded to Lessee. The “Rent Commencement Date” shall mean the date the Lessee commences construction of the Tower Facilities; provided, however, in the event that Lessee has not commenced construction of the Tower Facilities within four (4) years following the Commencement Date, this Lease shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Lease. The Rent shall increase by five percent (5%) upon the fifth (5th) anniversary of the Rent Commencement Date and every fifth (5th) year thereafter.

9. **Conditions Subsequent.** In the event that Lessee’s Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee’s opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor.

10. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way, in the future, which interferes either with the pre-existing signal and communications of the communication systems on the Tower Facilities or physically interferes with the pre-existing wireless communications operation of Lessee. Any such signal/communication or physical interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

11. **Improvements; Utilities, Access and Other Easements.**

   (a) Lessee shall have the right at Lessee’s sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, and related facilities (collectively the “Tower Facilities”). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property placed thereon by or through Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and casualty damage excepted. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs, above and or within the Leased Premises and Easements which may interfere with or fall upon Lessee’s tower or Lessee’s other improvements, communications equipment, or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities.
(b) Lessee shall have the right to install utilities, at Lessee’s expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee’s licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee’s licensee(s) or sublessee(s). Lessor shall, upon Lessee’s request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee and its sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. Lessor acknowledges and agrees that any new private access drive constructed by Lessee will be used exclusively by Lessee and its sublessees, sublicensees and assigns. Any use thereof by Lessor, its tenants, licensees, or lessees or other occupants on the Site shall be subject to Lessee’s prior written consent to use such private access drive. Any attempted use thereof by Lessor, its tenants, licensees or lessees or other occupants of the Site without Lessee’s prior written consent shall be considered a material breach of this Lease. To the extent such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor or by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor’s adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

(d) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities (“Additional Easement(s)”), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee’s licensee(s) or sublessee(s). Lessor shall, upon Lessee’s request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.

12. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days’ written notice by Lessee to Lessor, if Lessee is unable to
obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee’s business; or

(c) By Lessee for any reason upon one (1) year’s advance written notice from Lessee to Lessor; or

(d) By Lessee pursuant to Paragraph 3 of this Lease.

13. **Sublessee’s Improvements.** Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

14. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee’s use of the Leased Premises (the “Telecom Increase”) within thirty (30) days of receipt of Lessor’s written request provided that Lessor agrees to furnish proof of the Telecom Increase to Lessee within ninety (90) days from the issuance of the tax bill from the local taxing authority. If the Lessor fails to provide Lessee with such proof of the Telecom Increase within ninety (90) days of the issuance of the tax bill from the local taxing authority, then Lessee shall have no obligation to reimburse Lessor for, or to pay such Telecom Increase. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor’s behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor’s property on which the Leased Premises and Easement(s) are located is not subject to any “Conservation Use Covenant”, “Greenbelt Covenant”, agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor’s property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify, defend and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

15. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee’s judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee. Lessee shall continue to pay Rent to Lessor until Lessee has removed the Tower Facilities from the Site.

16. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee’s determination to render the Leased Premises or the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of
the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

17. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term, public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of $1,000,000 and shall name Lessor as an additional insured.

18. **Lessee’s Environmental Covenants and Indemnity.** As used in this Lease, the term “Hazardous Materials” shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable attorney’s fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

19. **Lessor’s Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses, including, without limitation, penalties and reasonable attorneys’ fees, incurred or suffered by or asserted against Lessee, to the extent arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive the expiration or earlier termination of this Lease.

20. **Mutual Indemnification.** Lessor shall indemnify and hold harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omission(s) of Lessor, or Lessor’s officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with
Lessee shall indemnify and hold harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee’s officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

21. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the applicable party at its address shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

**As to Lessor:**
The City of Marshfield – City Clerk  
630 S. Central Ave  
Marshfield, WI 54449  
Phone: 715-486-2023  
E-mail address: Deb.Hall@ci.marshfield.wi.us  
Federal ID / SS No.: 396-005518

**As to Lessor:**
Wood County – County Clerk  
400 market St.  
Wisconsin, Rapids, WI 54494  
Phone: 715-421-8460  
E-mail address: ccepress@co.wood.wi.us  
Federal ID / SS No.: 39-6005763

**As to Lessee:**
PI Tower Development LLC, c/o Lendlease  
909 Lake Carolyn Parkway  
Suite 260  
Irving, TX 75039  
Attention: Contracts Administrator

**With a copy to:**
Lendlease Americas, Inc.  
200 Park Avenue  
9th Floor  
New York, New York 10166  
Attention: General Counsel
22. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease. Lessor shall indemnify, defend and hold harmless Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

23. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a “Mortgage”) made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor’s interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Commencement Date, shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

24. **Assignments and Subleases.**

   (a) Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee’s leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as “Secured Parties”). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee’s Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice; provided, however, that for non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessor shall terminate this Lease for any reason as provided for in Paragraph 12, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased Premises during a thirty (30) day period commencing upon such Secured Party’s receipt of such notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new lease with a Secured Party on the same terms as those contained in this Lease provided such Secured Party
pays all past due amounts within thirty (30) days of notice of such termination. Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or doctrine relating to fixtures. A Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to, the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:

i. any conditional assignment of this Lease to a Secured Party as described in subparagraph (a) above;

ii. any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee’s business;

iii. an assignment or sublease to an affiliate entity of Lessee; or

iv. an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee’s.

Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (i) – (iv) above shall require the consent of the Lessor, which shall not be unreasonably withheld, delayed and/or conditioned. Any license, sublease or assignment pursuant to this subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

Lessor shall have the right to assign or otherwise transfer this Lease and the Easement(s) granted herein, upon written notice to Lessee, but only in connection with the simultaneous sale or transfer Lessor’s entire right, title and interest in the Site. Any assignment or transfer of this Lease which is separate and distinct from a transfer of Lessor’s entire right, title and interest in the Site shall require the prior written consent of Lessor which shall not be unreasonably withheld.

25. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit “A” and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

26. Waiver of Lessor’s Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

27. Waiver of Incidental and Consequential Damages. Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

28. Lessee’s Exclusivity. Lessor agrees not to lease any of Lessor’s property within a radius of five (5) miles from the Leased Premises for construction of a tower, for the construction or for use as a
communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

29. **Right of First Refusal.** In the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party’s offer. If the third party offer is to purchase assets in addition to the Leased Premises, the right of first refusal hereunder shall apply only to the Leased Premises and the Lessor shall provide to Lessee the only the terms of the third party’s offer which are applicable thereto. Lessee shall have twenty (20) business days from the receipt from the Lessor’s notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon shall occur within ninety (90) days of the date of Lessee’s written acceptance of the offer. Transfer of title shall be by Special Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this Lease. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.

30. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

31. **Self Help.** Intentionally omitted.

32. **Restrictive Covenants.** Lessor acknowledges and agrees that this Lease and the rights granted herein to Lessee are integral to the Rent paid by Lessee to Lessor, and that Lessee would not have agreed to pay such monetary consideration to Lessor if Lessor were to create circumstances that would compete with the rights of Lessee and its intended business operations. Accordingly, Lessor agrees that, for so long as this Lease is in effect, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its’ beneficial rights in this Lease to a third party without such third party purchasing Lessor’s right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment, except, Lessor  may grant the Easements contemplated herein or other easements for customary utilities, or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site for the use by unaffiliated third parties to operate such wireless telecommunications towers or structures for profit. Any actions of Lessor as set forth in (i), (ii) or (iii) shall be considered a material breach of this Lease. In case of a breach by Lessor of the covenants contained in this Section 32, Lessee will be irreparably damaged and shall be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief to enforce Lessor’s obligations herein.

33. **Miscellaneous.**

   (a) The substantially prevailing party in any litigation arising hereunder shall be
entitled to its reasonable attorney’s fees and court costs, including appeals and post-judgment proceedings, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee; provided, however, that this Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on a Secured Party’s interest therein, or surrendered, terminated or cancelled by Lessee, without the prior written consent of such Secured Party.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee’s rights under this Lease or Lessee’s use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(SIGNATURE PAGES FOLLOWING)
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:
THE CITY OF MARSHFIELD,
a municipal corporation

WITNESS:

By: ______________________________________
Name: _________________________________
Title: _________________________________
Date: _________________________________

LESSEE:
PI TOWER DEVELOPMENT LLC,
a Delaware limited liability company

WITNESS:

By: ______________________________________
Print Name: _______________________________
Title: _________________________________
Date: _________________________________
EXHIBIT “A”

Description of Real Property (Leased Premises)

A 50’ by 90’ parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit “A”.

Tax Parcel I.D. # of parent tract: 3305037

Physical Address of parent tract: 2000 W. 5th Street
Marshfield, WI 54495
EXHIBIT “A-1”

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit “A-1”.

[Diagram of the Survey or Site Plan]
EXHIBIT “B”

Easement(s)

(i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;

(ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers’ preferred connection point;

(iii) if required by governmental authorities, an easement for a “Fall Zone” centered on the location of the Lessee’s tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Lessee’s tower but could be more); and

(iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities,

each to be determined by survey, and upon completion of survey, shall replace this Exhibit “B”.
EXHIBIT “C”

Liens and Encumbrances

<table>
<thead>
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<th>Holder of 2nd Mortgage:</th>
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<td>Loan Number:</td>
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</table>

Other Liens/Encumbrances
(Please Describe):

If No Mortgage(s), check here: _____________
EXHIBIT “D”

MEMORANDUM OF GROUND LEASE AGREEMENT

See Attached
MEMORANDUM OF GROUND LEASE AGREEMENT

This Memorandum of Ground Lease Agreement is made on ________________, 20___, by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation as Lessor, whose mailing address is _______________________________ and PI TOWER DEVELOPMENT LLC, a Delaware limited liability company, as Lessee, whose address is 7411 Fullerton Street Suite 110, Jacksonville, Florida  32256.

1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of ________________, 20___ (the "Lease"), the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease are located in Wood County, WI, as more fully described in the legal description attached hereto as Exhibit "A" ("Leased Premises").

2. Pursuant to the Lease, the Lessor has granted, and by these presents does grant, to the Lessee easements for ingress, egress, utilities, “and any other easements required by Lessee or governmental authorities for the duration of the Lease Agreement a more particularly described on Exhibit “A” hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

3. The Lease provides for an initial term of five (5) years (the “Initial Term”) which commenced on ________________. The Lease also provides for five (5) additional five (5) year renewal terms (each, a “Renewal Term”). The Lease shall automatically renew for each such Renewal Term unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the Initial Term, or the Renewal Term then in effect.

4. The Lease provides that during the term of the Lease neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of five (5) miles of the Leased Premises.

5. The Lease provides that during the term of the Lease, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party, and Lessee shall have twenty (20) business days in which to accept the offer.

6. The Lease provides that during the term of the Lease, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its beneficial rights in this Lease to a third party without such third party purchasing Lessor’s right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment,
or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site, for Lessor’s own use, or for the use of any unaffiliated third parties.

7. All of the terms and conditions of the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSOR:

THE CITY OF MARSHFIELD,
a municipal corporation

Witness:

EXHIBIT ONLY – DO NOT SIGN

Print Name: ____________________________
Title: ___________________________________

Print Name: ____________________________

Print Name: ____________________________

STATE OF _______________
COUNTY OF _______________

I, _____________________________ a Notary Public of the County and State aforesaid, certify that ____________________________ as ______________________ of _______________, a _____________________ personally came before me this day and acknowledged that (s)he executed the foregoing instrument on behalf of said ____________________. He/She is personally known to me or produced ______________________ as identification.

WITNESS my hand and notarial seal, this ___ day of __________, 201_.

Notary Public: ____________________________
Print Name: ____________________________
My Commission Expires: ________________
WOOD COUNTY,
a municipal corporation

Witness:

EXHIBIT ONLY – DO NOT SIGN

Print Name:__________________________
Title:________________________________

Print Name:__________________________

________________________________
Print Name:__________________________

________________________________
Print Name:__________________________

STATE OF _______________
COUNTY OF _______________

I,____________________________________, a Notary Public of the County and State aforesaid,
certify that _____________, as ______________________ of ________________, a
__________________personally came before me this day and acknowledged that (s)he executed the
foregoing instrument on behalf of said ________________. He/She is personally known to me or produced
__________________________ as identification.

WITNESS my hand and notarial seal, this ___ day of ________, 201__.

Notary Public: ____________________________
Print Name: _____________________________
My Commission Expires: ____________________
LESSEE:

PI TOWER DEVELOPMENT LLC,
a Delaware limited liability company

Witness:______________________________________

Print Name: ________________________
Title: ________________________________

Print Name: ________________________

STATE OF FLORIDA
COUNTY OF _________

I, _________________________ the undersigned Notary Public for said County and State, do hereby certify that ________________________, as ______________ of PI Tower Development LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company. He/She is personally known to me or produced __________________________ as identification.

WITNESS my hand and notarial seal, this ___ day of ____________. 201__.

Notary Public: __________________________

Print Name: __________________________

My Commission Expires: ________________
EXHIBIT “A”

LEASED PREMISES AND EASEMENTS

The 50’ x 90’ Leased Premises and Easement(s) are located in the land legally described as follows:

The Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section Twelve (12), Township Twenty Five (25) North, Range Two (2) East, Wood County, Wisconsin.

AND BEING the same property conveyed to The City of Marshfield and Wood County, each a municipal corporation from Raymond U. Herman and Germaine Herman, his wife, and in her own right, said Raymond U. Herman also being known as Raymond Herman by Warranty Deed dated October 21, 1963 and recorded October 22, 1963 in Deed Book 354, Page 251.

Tax Parcel No. 3305037
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (the “Lease”) is made this _____ day of ____________________, 20___ (the “Commencement Date”), by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation (“Lessor”), and PI TOWER DEVELOPMENT LLC, a Delaware limited liability company (“Lessee”).

1. **Leased Premises.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor under the terms and conditions set forth in this Lease [a portion of] that certain parcel of real property, located at 2000 W. 5th Street, Marshfield, WI 54495 (“Site”), as more particularly described on Exhibit “A” and the survey or site plan shown on Exhibit “A-1” attached hereto and made a part hereof (the “Leased Premises”), together with an easement, or easements, for ingress, egress, utilities, and any other easements required by the local governing authorities, including, without limitation, a landscape buffer, for the duration of the lease on the property which is more particularly described on Exhibit “B” attached hereto and made a part hereof (“Easement(s)”). The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

2. **Lessor’s Representations and Warranties.** Lessor represents and warrants to the best of Lessor’s knowledge that Lessee’s intended use of the Leased Premises as a site for the transmission and receipt of wireless communication signals and for the construction and maintenance of towers, antennas or buildings and related facilities (“Intended Use”) is not prohibited by any covenants, restrictions, reciprocal easements, servitudes, subdivision rules or regulations. Lessor further represents and warrants that (i) the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party, (ii) there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under the state or federal law, suits, claims or causes of action against Lessor or which may otherwise affect the Leased Premises and the Easement(s), (iii) the Leased Premises and the Easement(s) are not presently subject to an option, lease or other contract which may adversely affect Lessor’s ability to fulfill its obligations under this Lease, and (iv) Lessor shall not grant an option or enter any contract which will affect the Leased Premises or the Easement(s) until this Lease expires or is terminated by Lessee.

3. **Lessee’s Due Diligence Period.**

(a) Within twenty (20) business days following the Commencement Date, Lessee shall pay to Lessor the amount of **Five Thousand and 00/100 Dollars ($5,000.00)** (the “Due Diligence Fee”), which Due Diligence Fee (or Additional Due Diligence Fee as set forth below) shall be nonrefundable to Lessee. Provided that construction of the Tower Facilities (as hereinafter defined) has not commenced, it is understood that Lessee shall have the right to terminate this Lease for any reason or no reason at all,
without any further liability or obligation to Lessor except those obligations which specifically survive the expiration or termination of this Lease, by delivery of written notice of termination to Lessor prior to the Rent Commencement Date. The Due Diligence Period shall be a period of two (2) years from the Commencement Date (“Initial Due Diligence Period”). Lessee may extend the Initial Due Diligence Period for an additional two (2) years upon expiration of the Initial Due Diligence Period provided Lessee shall pay Lessor an additional Due Diligence Fee of Five Thousand and 00/100 Dollars ($5,000.00) prior to the end of the Initial Due Diligence Period (“Additional Due Diligence Fee”).

(b) Lessee shall have the right, at its cost and expense, to have the Leased Premises and the Easement(s) surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement(s) from the title insurance company of its choice prior to the Rent Commencement Date. Lessor shall remove any survey or title defects, which will adversely affect Lessee’s leasehold title or its ability to mortgage its leasehold interest. In the event Lessor shall fail to cure any such defects, Lessee shall have the right to terminate this Lease upon written notice to Lessor.

(c) In the event of a termination of the Lease pursuant to subparagraph 3(a) or 3(b) above or Paragraph 8 below, within thirty (30) days of such termination Lessee will file a release or other appropriate instrument with the local recording office to remove the Memorandum of Lease from the title record. If said removal is not performed by Lessee within such thirty (30) day period, Lessee appoints Lessor, as Lessee’s agent and at Lessee’s cost and expense, to file the necessary release or other instrument to cause the Memorandum of Lease to be released from title.

4. Attorney-In-Fact and Cooperation. Lessor hereby irrevocably appoints Lessee or Lessee’s agent as Lessor’s agent to file such applications on behalf of Lessor with federal, state and local governmental authorities which relate to Lessee’s Intended Use of the Leased Premises, including, but not limited to, land use and zoning applications. Lessor agrees to cooperate with Lessee in obtaining, at Lessee’s expense, all licenses and permits required for Lessee’s use of the Leased Premises (the “Governmental Approval”).

5. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction and maintenance of a communications tower, antennas, buildings, and related facilities and activities, and all other uses permitted under applicable zoning regulations. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Term (as herein defined) of this Lease.

6. Initial Term. The initial term of this Lease shall be five (5) years commencing on the Commencement Date and terminating on the fifth (5th) anniversary of the Commencement Date (“Initial Term”). The parties agree that a memorandum of lease in the form attached hereto as Exhibit “D”, evidencing the Commencement Date and other matters, shall be executed and recorded.

7. Renewal Terms. Lessee shall have the right to extend the Initial Term of this Lease for five (5) additional five (5) year terms (“Renewal Terms”). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee’s intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. The Initial Term and each Renewal Term shall collectively be referred to herein as the “Term”.

8. Rent. Commencing on the Rent Commencement Date, during the Term of this Lease, Lessee shall pay to Lessor an annual rental amount of Fourteen Thousand Four Hundred and 00/100 Dollars ($14,400.00), to be paid in equal monthly installments of One Thousand Two Hundred and
00/100 Dollars ($1,200.00) (“Rent”), which shall be deemed to include any applicable State, County or local sales or use tax. Rent shall be payable in advance on or before the fifteenth (15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by written notice to Lessee. It shall be the sole responsibility of the Lessor to remit payment of any applicable State, County or local sales, rent or use tax to the appropriate taxing authority. If the Rent Commencement Date or the date of termination (the “Termination Date”) of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination of this Lease for any reason, other than nonpayment of Rent, all Rent paid in advance of the Termination Date for that period shall be refunded to Lessee. The “Rent Commencement Date” shall mean the date the Lessee commences construction of the Tower Facilities; provided, however, in the event that Lessee has not commenced construction of the Tower Facilities within four (4) years following the Commencement Date, this Lease shall automatically terminate and the parties shall be released from further liability or obligation hereunder except those obligations which specifically survive the expiration or termination of this Lease. The Rent shall increase by five percent (5%) upon the fifth (5th) anniversary of the Rent Commencement Date and every fifth (5th) year thereafter.

9. **Conditions Subsequent.** In the event that Lessee’s Intended Use of the Leased Premises is actually or constructively prohibited through no fault of Lessee or the Leased Premises or the Easement(s) are, in Lessee’s opinion, unacceptable to Lessee, then upon notice from Lessee, this Lease shall terminate and be of no further force or effect and Lessee shall be entitled to a refund from Lessor of any deposits or Rent paid in advance to Lessor.

10. **Interference.** Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees or agents to use, any portion of adjacent real property owned by Lessor in any way, in the future, which interferes either with the pre-existing signal and communications of the communication systems on the Tower Facilities or physically interferes with the pre-existing wireless communications operation of Lessee. Any such signal/communication or physical interference shall be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to terminate said interference at its sole cost and expense. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor.

11. **Improvements; Utilities, Access and Other Easements.**

(a) Lessee shall have the right at Lessee’s sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, a communications tower, a structural tower base, radio transmitting and receiving antennas, communications equipment, equipment cabinet and/or shelters, and related facilities (collectively the “Tower Facilities”). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and upon termination of this Lease. All or any portion of the Tower Facilities may be removed by the Lessee from the Leased Premises at any time during the Term. Lessee shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Lease, remove its building(s), antenna structure(s) (except footings), equipment, conduits, fixtures and all personal property placed thereon by or through Lessee and restore the Leased Premises to their original condition, reasonable wear and tear and casualty damage excepted. Lessor grants Lessee the right to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs, above and or within the Leased Premises and Easements which may interfere with or fall upon Lessee’s tower or Lessee’s other improvements, communications equipment, or Easement rights. Lessor grants Lessee a non-exclusive easement in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities.
(b) Lessee shall have the right to install utilities, at Lessee’s expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to bring utilities across or under) the Easement(s) to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee’s licensee(s) or sublessee(s) cannot be located within the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee’s licensee(s) or sublessee(s). Lessor shall, upon Lessee’s request, execute a separate written easement to the utility company providing the service for Lessee in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement(s) shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor will grant an appropriate easement to Lessee and its sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. Lessor acknowledges and agrees that any new private access drive constructed by Lessee will be used exclusively by Lessee and its sublessees, sublicensees and assigns. Any use thereof by Lessor, its tenants, licensees, or lessees or other occupants on the Site shall be subject to Lessee’s prior written consent to use such private access drive. Any attempted use thereof by Lessor, its tenants, licensees or lessees or other occupants of the Site without Lessee’s prior written consent shall be considered a material breach of this Lease. To the extent such access is across other property owned by Lessor, Lessor shall execute an easement evidencing this right and Lessor shall maintain access to the Easement(s) in a free and open condition so that no interference is caused by Lessor or by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement(s). Lessor shall provide such access to the Leased Premises across Lessor’s adjacent property, and over all paved or unpaved roads owned or controlled by Lessor, to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week.

(d) If governmental authorities require a landscape buffer easement or any other type of easement to grant approval for the construction of the Tower Facilities (“Additional Easement(s)”), and if such Additional Easements cannot be located within the Leased Premises or the Easement(s) for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of such Additional Easement(s) on other real property owned by Lessor without requiring additional compensation from Lessee or Lessee’s licensee(s) or sublessee(s). Lessor shall, upon Lessee’s request, execute a separate written easement for such Additional Easement(s) in a form which may be filed of record evidencing this right.

12. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period and diligently pursues curing of the default to completion within a reasonable time period, the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days’ written notice by Lessee to Lessor, if Lessee is unable to
obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee’s business; or

(c) By Lessee for any reason upon one (1) year’s advance written notice from Lessee to Lessor; or

(d) By Lessee pursuant to Paragraph 3 of this Lease.

13. **Sublessee’s Improvements.** Lessee’s licensee(s) and sublessee(s) shall be entitled to modify the Tower Facilities and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters as are reasonably required for the operation and maintenance of the communications equipment, together with rights of ingress and egress to the Leased Premises and the right to install utilities to and on the Leased Premises and Easement(s) as if said licensee or sublessee were the Lessee under this Lease.

14. **Taxes.** Lessee shall pay any personal property taxes assessed on, or any portion of such taxes attributable to, the Tower Facilities. Lessee shall pay, as additional Rent, any increase in real property taxes levied against the Leased Premises which are directly attributable to Lessee’s use of the Leased Premises (the “Telecom Increase”) within thirty (30) days of receipt of Lessor’s written request provided that Lessor agrees to furnish proof of the Telecom Increase to Lessee within ninety (90) days from the issuance of the tax bill from the local taxing authority. If the Lessor fails to provide Lessee with such proof of the Telecom Increase within ninety (90) days of the issuance of the tax bill from the local taxing authority, then Lessee shall have no obligation to reimburse Lessor for, or to pay such Telecom Increase. In the event that Lessor fails to pay, when due, any taxes affecting the Leased Premises or the Easement(s), Lessee shall have the right, but not the obligation, to pay such taxes and deduct the full amount of the taxes paid by Lessee on Lessor’s behalf from future installments of Rent. Lessor hereby represents and warrants that Lessor’s property on which the Leased Premises and Easement(s) are located is not subject to any “Conservation Use Covenant”, “Greenbelt Covenant”, agricultural or timberland covenant, or any other conservation use program which restricts or limits development of Lessor’s property. Lessor agrees to be solely responsible for payment of any penalties, roll-back or additional taxes, special assessments or other monetary amounts now or hereafter payable to any county, city, state or other party as a result of the breach of any conservation use tax program affecting the property on which the Leased Premises and Easement(s) are located or resulting from the change in the nature or character of the use of the property from its present use to a communications tower facility. Lessor does hereby covenant and agree to indemnify, defend and hold Lessee forever harmless from any and all liabilities, claims, demands, actions or causes of action arising from or relating to a breach of any such covenants, whether such breach occurs because of the erection of the Tower Facilities on the Leased Premises or otherwise.

15. **Destruction of Premises.** If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to hinder the effective use of the Tower Facilities in Lessee’s judgment, Lessee may elect to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by the Lessee. Lessee shall continue to pay Rent to Lessor until Lessee has removed the Tower Facilities from the Site.

16. **Condemnation.** If a condemning authority takes all of the Leased Premises or Easement(s), or a portion sufficient in Lessee’s determination to render the Leased Premises or the Easement(s), in the opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises and Easement(s), this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises and/or Easement(s) to a purchaser with the power of eminent domain, in the face of
the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this paragraph.

17. **Insurance.** Lessee shall purchase and maintain in full force and effect throughout the Term, public liability and property damage policies. The policy of general liability insurance shall provide a combined single limit of $1,000,000 and shall name Lessor as an additional insured.

18. **Lessee’s Environmental Covenants and Indemnity.** As used in this Lease, the term “Hazardous Materials” shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall cause the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors or sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including, without limitation, reasonable attorney’s fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises to the extent caused by the acts, omissions or negligence of Lessee, its employees, business invitees, contractors or sublessees. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

19. **Lessor's Environmental Representation and Indemnity.** Lessor represents and warrants that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises and the Easement(s) prior to the Commencement Date of this Lease. Lessor shall indemnify, defend, protect and hold Lessee harmless from and against any and all claims, costs, fines, judgments, liability, actions, causes of action, liens and expenses, including, without limitation, penalties and reasonable attorneys’ fees, incurred or suffered by or asserted against Lessee, to the extent arising out of or in any way relating to any one or more of the following which are not caused by Lessee: (a) the presence of any Hazardous Materials in, on, or under the Leased Premises; (b) any past, present or threatened release of Hazardous Materials in, on, under or from the Leased Premises; (c) any activity by Lessor in connection with any actual, proposed or threatened use, treatment, storage, existence, disposition or other release, production, manufacturing, management, abatement, removal, handling, transfer or transportation to or from the Leased Premises of any Hazardous Materials at any time located in, under or on the Leased Premises; (d) any testing and/or remediation costs in connection with any Hazardous Materials alleged to be located in, under, on or above the Leased Premises; (e) any past or present non-compliance with or violations of any environmental laws in connection with the Leased Premises or operations thereon, including but not limited to, any failure by Lessor to comply with any order of any governmental authority in connection with any environmental laws; and (f) the imposition, recording or filing or the threatened imposition, recording or filing of any environmental lien encumbering the Leased Premises. The foregoing representations and indemnities shall survive the expiration or earlier termination of this Lease.

20. **Mutual Indemnification.** Lessor shall indemnify and hold harmless Lessee from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omission(s) of Lessor, or Lessor’s officers, agents, servants, employees, contractors, or sublessees. Further, Lessor shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessee or in which Lessee may be impleaded with
others upon any such matter, claim or claims, except as may result from the acts described in the following paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

Lessee shall indemnify and hold harmless Lessor from and against any and all claims, liabilities, loss or damage, penalties or judgments to the extent arising from injury to person or property sustained by anyone in and about the Leased Premises and Easement(s) resulting from any act(s) or omissions(s) of Lessee, or Lessee’s officers, agents, servants, employees, contractors, or sublessees. Further, Lessee shall, at its own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against Lessor or in which Lessor may be impleaded with others upon any such matter, claim or claims, except as may result from the acts described in the preceding paragraph. This indemnification obligation shall survive the expiration or earlier termination of the Lease.

21. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery, or three (3) days after being deposited in the U.S. Mail, registered or certified, and postage prepaid, or one (1) day after being deposited with a recognized overnight delivery service. Such notices shall be addressed to the applicable party at its address shown below, or at such other address or addresses as either party shall designate to the other in writing in accordance with this paragraph:

**As to Lessor:**

The City of Marshfield – City Clerk  
630 S. Central Ave  
Marshfield, WI 54449  
Phone: 715-486-2023  
E-mail address: Deb.Hall@ci.marshfield.wi.us  
Federal ID / SS No.: 396-005518

Wood County – County Clerk  
400 market St.  
Wisconsin, Rapids, WI 54494  
Phone: 715-421-8460  
E-mail address: ccepresse@co.wood.wi.us  
Federal ID / SS No.: 39-6005763

**As to Lessee:**

PI Tower Development LLC, c/o Lendlease  
909 Lake Carolyn Parkway  
Suite 260  
Irving, TX 75039  
Attention: Contracts Administrator

**With a copy to:**

Lendlease Americas, Inc.  
200 Park Avenue  
9th Floor  
New York, New York 10166  
Attention: General Counsel
22. **Title and Quiet Enjoyment.** Lessor warrants and represents that (i) it has the full right, power, and authority to execute this Lease; (ii) it has good and marketable fee simple title to the Leased Premises and the Easement(s); and (iii) the Leased Premises constitute a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the Term of the Lease. Lessor shall indemnify, defend and hold harmless Lessee from and against any loss, cost, expense or damage, including attorneys fees associated with a breach of the foregoing covenant of quiet enjoyment. This Lease shall be an estate for years and not a usufruct. Lessor shall not use, nor shall Lessor permit its lessees, licensees, invitees, or agents to use any portion of any property owned or controlled by Lessor in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

23. **Subordination and Non-Disturbance.** This Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a “Mortgage”) made by Lessor which may now or hereafter encumber the Leased Premises and Easement(s), provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor’s interest in the Leased Premises and Easement(s), such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises and Easement(s) in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Leased Premises and/or Easement(s) are encumbered by a Mortgage on the Commencement Date, Lessor, no later than ten (10) days after the Commencement Date, shall obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

24. **Assignments and Subleases.**

   (a) Lessee may, upon notice to Lessor, mortgage or grant a security interest in Lessee’s leasehold estate and the Tower Facilities, and may make a conditional assignment of this Lease and the Tower Facilities to any such mortgagees or holders of security interests, including their successors and assigns (hereinafter, collectively referred to as “Secured Parties”). In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by any Secured Party. Lessor agrees to notify Lessee and Lessee’s Secured Parties simultaneously of any default by Lessee, and to give to the Secured Parties the same right to cure any default as Lessee except that the cure period for any Secured Party shall not be less than thirty (30) days after the receipt of the default notice; provided, however, that for non-monetary defaults, Lessor shall not terminate the Lease for so long as a Secured Party is diligently pursuing a cure of the default, and if curing such non-monetary default requires possession of the Leased Premises and Easement(s), then Lessor agrees to give Secured Party a reasonable time to obtain possession of the Leased Premises and Easement(s) and to cure such default. If a termination, disaffirmation or rejection of the Lease, pursuant to any laws (including any bankruptcy or insolvency laws), by Lessee shall occur, or if Lessee shall terminate this Lease for any reason as provided for in Paragraph 12, herein, Lessor will give the Secured Parties prompt notice thereof and Lessor will give each Secured Party the right to enter upon the Leased Premises during a thirty (30) day period commencing upon such Secured Party’s receipt of such notice for the purpose of removing any Tower Facilities. In addition, if this Lease is terminated for any reason, or otherwise rejected in bankruptcy, Lessor shall, upon request, enter into a new lease with a Secured Party on the same terms as those contained in this Lease provided such Secured Party
pays all past due amounts within thirty (30) days of notice of such termination. Lessor waives any lien, interest, claim, right or title in the Tower Facilities which Lessor now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Tower Facilities shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or doctrine relating to fixtures. A Secured Party shall have all of the rights of Lessee under the Lease, including, but not limited to, the right to exercise any renewal option(s) or purchase option(s) set forth in this Lease. Lessor acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

(b) Lessee shall have the right to license, sublease or assign its rights under this Lease, without the consent of Lessor, upon any of the following conditions:

i. any conditional assignment of this Lease to a Secured Party as described in subparagraph (a) above;

ii. any license or sublease of a portion of the Tower Facilities in the ordinary course of Lessee’s business;

iii. an assignment or sublease to an affiliate entity of Lessee; or

iv. an assignment to an entity in the business of developing or owning telecommunication towers, provided that any such assignee shall have a net worth equal to or greater than Lessee’s.

Any license, sublease or assignment by Lessee of its rights under this Lease which is not set forth in (i) – (iv) above shall require the consent of the Lessor, which shall not be unreasonably withheld, delayed and/or conditioned. Any license, sublease or assignment pursuant to this subparagraph (b) shall be subject to all terms and conditions of this Lease. Upon assignment of all of its rights pursuant to this Lease, and the execution of a written assumption of all of the terms and conditions of the Lease by the assignee, Lessee shall be released from any further liability under this Lease.

Lessor shall have the right to assign or otherwise transfer this Lease and the Easement(s) granted herein, upon written notice to Lessee, but only in connection with the simultaneous sale or transfer Lessor’s entire right, title and interest in the Site. Any assignment or transfer of this Lease which is separate and distinct from a transfer of Lessor’s entire right, title and interest in the Site shall require the prior written consent of Lessee which shall not be unreasonably withheld.

25. **Successors and Assigns.** This Lease shall run with the Leased Premises described on Exhibit “A” and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

26. **Waiver of Lessor’s Lien.** Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws.

27. **Waiver of Incidental and Consequential Damages.** Lessor will not assert any claim whatsoever against Lessee for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred by Lessor as a result of the construction, maintenance, operation or use of the Leased Premises or the Easement(s) by Lessee.

28. **Lessee’s Exclusivity.** Lessor agrees not to lease any of Lessor’s property within a radius of five (5) miles from the Leased Premises for construction of a tower, for the construction or for use as a
communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

29. **Right of First Refusal.** In the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party. The notice to Lessee shall include a copy of the third party’s offer. If the third party offer is to purchase assets in addition to the Leased Premises, the right of first refusal hereunder shall apply only to the Leased Premises and the Lessor shall provide to Lessee the only the terms of the third party’s offer which are applicable thereto. Lessee shall have twenty (20) business days from the receipt from the Lessor’s notice to accept the offer to purchase the Leased Premises. If Lessee desires to accept the offer, it shall notify the Lessor in writing within the said twenty (20) business day period and closing thereon shall occur within ninety (90) days of the date of Lessee’s written acceptance of the offer. Transfer of title shall be by Special Warranty Deed and a Bill of Sale that warrants title to the Leased Premises without exception or encumbrance. If Lessee does not elect to accept the offer to purchase the Leased Premises, then the Lessor may proceed with selling the Leased Premises to the third party upon the same terms and conditions as offered to Lessee, which sale shall be made subject to the terms of this Lease. Should the third party not complete the purchase transaction, then this Right of First Refusal shall continue in effect for any future offers received by the Lessor.

30. **Certifications.** Either party may request, in writing, that the other party certify information to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) days after receipt of written request and may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any offsets, counter-claims or defenses on the part of the other party; (v) the commencement and expiration dates of the Term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

31. **Self Help.** Intentionally omitted.

32. **Restrictive Covenants.** Lessor acknowledges and agrees that this Lease and the rights granted herein to Lessee are integral to the Rent paid by Lessee to Lessor, and that Lessee would not have agreed to pay such monetary consideration to Lessor if Lessor were to create circumstances that would compete with the rights of Lessee and its intended business operations. Accordingly, Lessor agrees that, for so long as this Lease is in effect, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its’ beneficial rights in this Lease to a third party without such third party purchasing Lessor’s right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment, except, Lessor may grant the Easements contemplated herein or other easements for customary utilities, or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site for the use by unaffiliated third parties to operate such wireless telecommunications towers or structures for profit. Any actions of Lessor as set forth in (i), (ii) or (iii) shall be considered a material breach of this Lease. In case of a breach by Lessor of the covenants contained in this Section 32, Lessee will be irreparably damaged and shall be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief to enforce Lessor’s obligations herein.

33. **Miscellaneous.**

(a) The substantially prevailing party in any litigation arising hereunder shall be
entitled to its reasonable attorney’s fees and court costs, including appeals and post-judgment proceedings, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Lease, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by Lessor and Lessee; provided, however, that this Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on a Secured Party’s interest therein, or surrendered, terminated or cancelled by Lessee, without the prior written consent of such Secured Party.

(d) If either Lessor or Lessee is represented by a broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) This Lease shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(f) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(g) Lessor shall cooperate with Lessee in executing any documents necessary to protect Lessee’s rights under this Lease or Lessee’s use of the Leased Premises and the Easement(s), and to take such action as Lessee may reasonably require to effect the intent of this Lease.

(h) This Lease may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart. The parties agree that a scanned or electronically reproduced copy or image of this Lease shall be deemed an original.

(SIGNATURE PAGES FOLLOWING)
IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LESSOR:
THE CITY OF MARSHFIELD,
a municipal corporation

WITNESS:

______________________________
Print Name

______________________________
Print Name

______________________________
Print Name

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

WOOD COUNTY,
a Municipal corporation

______________________________
Print Name

______________________________
Print Name

______________________________
Print Name

By: ____________________________

Name: __________________________

Title: __________________________

Date: __________________________

LESSEE:
PT TOWER DEVELOPMENT LLC,
a Delaware limited liability company

WITNESS:

______________________________
Print Name

______________________________
Print Name

______________________________
Print Name

By: ____________________________

Print Name: _____________________

Title: __________________________

Date: __________________________
EXHIBIT “A”

Description of Real Property (Leased Premises)

A 50’ by 90’ parcel of land for the tower compound being located around the base of the tower, all being a portion of the parent tract (see attached warranty deed for legal description of parent tract, if available). The legal description of the Leased Premises shall be determined by survey and shall thereafter replace this Exhibit “A”.

Tax Parcel I.D. # of parent tract: 3305037

Physical Address of parent tract: 2000 W. 5th Street
Marshfield, WI 54495
EXHIBIT “A-1”

Survey or Site Plan

Location of the Leased Premises shall be determined by survey, and upon completion shall replace this Exhibit “A-1”.
EXHIBIT “B”

Easement(s)

(i) An easement from the Leased Premises to an open and improved public road in a minimum width of either 25 feet or the minimum width necessary to comply with any applicable governmental requirements, whichever is greater, to allow for ingress to and egress from the Leased Premises by vehicle;

(ii) An easement as may be required to provide utilities to the Leased Premises from the utility providers’ preferred connection point;

(iii) if required by governmental authorities, an easement for a “Fall Zone” centered on the location of the Lessee’s tower and extending outward in a circle for the number of feet as may be required by local zoning authorities (typically equal to the height of the Lessee’s tower but could be more); and

(iv) if required by governmental authorities, an easement for a landscape buffer zone or any such additional easement(s) as may be required by local zoning authorities,

each to be determined by survey, and upon completion of survey, shall replace this Exhibit “B”.
EXHIBIT “C”

Liens and Encumbrances

Holder of 1st Mortgage: ____________________________
Address: _______________________________________
Contact Name: ___________________________________
Phone Number: _________________________________
Loan Number: __________________________________

Holder of 2nd Mortgage: ____________________________
Address: _______________________________________
Contact Name: ___________________________________
Phone Number: _________________________________
Loan Number: __________________________________

Other Liens/Encumbrances
(Please Describe):
____________________________________________
____________________________________________
____________________________________________

If No Mortgage(s), check here: _________________
EXHIBIT “D”

MEMORANDUM OF GROUND LEASE AGREEMENT

See Attached
This Memorandum of Ground Lease Agreement is made on ____________, 201__, by and between THE CITY OF MARSHFIELD and WOOD COUNTY, each a municipal corporation as Lessor, whose mailing address is _______________________________ and PI TOWER DEVELOPMENT LLC, a Delaware limited liability company, as Lessee, whose address is 7411 Fullerton Street Suite 110, Jacksonville, Florida  32256.

1. Lessor and Lessee are parties to a Ground Lease Agreement dated as of ____________, 201__ (the "Lease"), the terms and provisions of which are incorporated herein by this reference. The premises covered by the Lease are located in Wood County, WI, as more fully described in the legal description attached hereto as Exhibit "A" ("Leased Premises").

2. Pursuant to the Lease, the Lessor has granted, and by these presents does grant, to the Lessee easements for ingress, egress, utilities, “and any other easements required by Lessee or governmental authorities for the duration of the Lease Agreement a more particularly described on Exhibit “A” hereto. The easement rights herein granted include the right and authority of Lessee to grant or assign to third parties all or some of the easement rights granted to Lessee herein.

3. The Lease provides for an initial term of five (5) years (the “Initial Term”) which commenced on ____________. The Lease also provides for five (5) additional five (5) year renewal terms (each, a “Renewal Term”). The Lease shall automatically renew for each such Renewal Term unless Lessee delivers written notice of intent not to renew to Lessor at least thirty (30) days prior to the expiration of the Initial Term, or the Renewal Term then in effect.

4. The Lease provides that during the term of the Lease neither Lessor nor any tenant or person or entity claiming by or through Lessor shall be allowed to install or operate a communications facility, including a telecommunications transmission tower, or operate an antenna site leasing business which competes directly or indirectly with Lessee on the lands of Lessor within a radius of five (5) miles of the Leased Premises.

5. The Lease provides that during the term of the Lease, in the event that the Lessor receives and desires to accept a bona fide offer to sell and convey the Leased Premises to a third party not related to the Lessor by at least 51% common ownership, then the Lessor shall first provide the Lessee with a written offer to sell and convey the Leased Premises to Lessee upon the same terms and conditions as the offer made by the third party, and Lessee shall have twenty (20) business days in which to accept the offer.

6. The Lease provides that during the term of the Lease, Lessor shall not enter into a lease, license, or other agreement whereby Lessor (i) transfers its beneficial rights in this Lease to a third party without such third party purchasing Lessor’s right, title and interest in the entire Site, (ii) transfers the rights to use or operate any portion of the Site to a third party for the operation of wireless telecommunications equipment,
or (iii) authorizes the construction of any wireless telecommunications towers or structures on the Site, for Lessor’s own use, or for the use of any unaffiliated third parties.

7. All of the terms and conditions of the Lease are incorporated herein by reference. In the event of a conflict between the terms hereof and the terms of the Lease, the terms of the Lease shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

LESSOR:

THE CITY OF MARSHFIELD,
a municipal corporation

Witness:

EXHIBIT ONLY – DO NOT SIGN

Print Name: ____________________________
Title: ____________________________

Print Name: ____________________________
Print Name: ____________________________
Print Name: ____________________________

STATE OF ____________
COUNTY OF ____________

I, ____________________________, a Notary Public of the County and State aforesaid, certify that ____________________________, as ____________________________, of ____________________________, a ____________________________ personally came before me this day and acknowledged that (s)he executed the foregoing instrument on behalf of said ____________________________. He/She is personally known to me or produced ____________________________ as identification.

WITNESS my hand and notarial seal, this ___ day of ____________, 201__.

Notary Public: ____________________________
Print Name: ____________________________
My Commission Expires: __________________
WOOD COUNTY,
a municipal corporation

Witness:

EXHIBIT ONLY – DO NOT SIGN

Print Name:______________________
Title:_____________________________

Print Name:______________________

Print Name:______________________

Print Name:______________________

STATE OF _______________
COUNTY OF _______________

I,_________________________________, a Notary Public of the County and State aforesaid, certify that ___________________________, as ______________________ of ____________________, a ______________________personally came before me this day and acknowledged that (s)he executed the foregoing instrument on behalf of said ______________________. He/She is personally known to me or produced ________________________________ as identification.

WITNESS my hand and notarial seal, this ___ day of _________, 201__.

Notary Public: __________________________
Print Name: __________________________
My Commission Expires: ________________
LESSEE:

PI TOWER DEVELOPMENT LLC,
a Delaware limited liability company

Witness:

______________________________
Print Name:

Print Name:______________________
Title: ____________________________

EXHIBIT ONLY – DO NOT SIGN

STATE OF FLORIDA
COUNTY OF _______

I, _________________, the undersigned Notary Public for said County and State, do hereby certify that _________________, as ___________ of PI Tower Development LLC, a Delaware limited liability company, personally appeared before me this day, and acknowledged the due execution of the foregoing instrument on behalf of said company. He/She is personally known to me or produced __________________________ as identification.

WITNESS my hand and notarial seal, this ___ day of __________, 201___.

Notary Public: ________________________
Print Name: ________________________
My Commission Expires: ________________
EXHIBIT “A”

LEASED PREMISES AND EASEMENTS

The 50’ x 90’ Leased Premises and Easement(s) are located in the land legally described as follows:

The Southwest Quarter of the Northeast Quarter (SW¼-NE¼) of Section Twelve (12), Township Twenty Five (25) North, Range Two (2) East, Wood County, Wisconsin.

AND BEING the same property conveyed to The City of Marshfield and Wood County, each a municipal corporation from Raymond U. Herman and Germaine Herman, his wife, and in her own right, said Raymond U. Herman also being known as Raymond Herman by Warranty Deed dated October 21, 1963 and recorded October 22, 1963 in Deed Book 354, Page 251.

Tax Parcel No. 3305037
DATE: January 19, 2018
TO: Mayor Meyer and City Council
FROM: Steve Barg, City Administrator
RE: Communications coordinator

**Background**
As the Council is aware, the Communications Team met several times last year, and they recommended creating a Communications Coordinator position, similar to what the City of River Falls put in place 3 years ago (job description attached). At Council’s October 10th meeting when this recommendation was discussed (minutes attached), Mayor Meyer directed that this item be brought back for further Council review and discussion after the 2018 budget process was finished.

**Analysis**
Should the Council wish to proceed with the creation of this new position, there would be several questions/concerns, including the source of funding, who this person would report to, the timing to make this happen, etc. I’ll draft my preliminary thoughts and rough plan to present to the Mayor and Council for consideration at Tuesday night’s meeting, if the Council expresses a desire to move forward at that time.

**Recommendation**
Discretion of the Council
Second reading of Ordinance No. 1362, amending Section 6-33 and 6-34(2) and (3) of the Marshfield Municipal Code relating to the City of Marshfield Fee Schedule.

CC17-199  Motion by Witzel, second by Jockheck to approve Ordinance No. 1362. Ayes – 10
Motion carried


CC17-200  Motion by Spiros, second by Zaleski to approve Ordinance No. 1363. Ayes – 10
Motion carried

Second reading of Ordinance No. 1364, approving a 5-year Campus Master Plan for UW-Marshfield/Wood County, located at 2000 West 5th Street and 2313 West 5th Street.

CC17-201  Motion by Earll, second by Buttke to approve Ordinance No. 1364. Ayes – 10
Motion carried

CC17-202  Motion by Witzel, second by Buttke to approve Budget Resolution No. 14-2017, transferring $6,550 from Room Tax Fund (Fund Balance Applied) to Hefko Pool Replacement Project. Ayes – 10
Motion carried

CC17-203  Motion by Wagner, second by Feirer to refer to Plan Commission the Official Map amendment to remove Grant Street from Hume Avenue to Anton Avenue.
Motion carried

CC17-204  Motion by Wagner, second by Poeschel to direct staff to notify Tri-Media that they are in material breach of their contract and need to procure errors and omissions insurance and return community produced programming to the public access channel by November 1, 2017.

CC17-205  Motion by Witzel, second by Hendler to amend the main motion to change the deadline date to October 13, 2017. Ayes – 5 (Feirer, Poeschel, Wagner, Witzel, Hendler); Nays – 5 (Jockheck, Earll, Zaleski, Spiros, Buttke). The Mayor broke the tie and voted Aye.
Motion carried

CC17-206  Motion by Wagner, second by Feirer to amend the main motion to add the time of noon on October 13th. Ayes – 7; Nays – 3 (Earll, Zaleski, and Spiros)
Motion carried

Vote on main motion CC17-204 as amended to read: to direct staff to notify Tri-Media that they are in material breach of their contract and need to procure errors and omissions insurance and return community produced programming to the public access channel by noon on October 13, 2017.
Ayes – 7; Nays – 3 (Earll, Zaleski, and Spiros)
Motion carried

Alderman Wagner updated the Council on the findings of the Communications Team. The issues that it always boiled down to are:
1. Do we use our existing resources (staff) and train them to be better communicators, how to use social media, etc.
2. Do we hire a communications manager?
The vote that took place was a split vote but it was in favor of hiring a communications director. The committee didn’t put together a job description, a salary schedule or determine where the money was going to come from. Basically what they did do is present to the Council that this was their intent to do this at some time in the future, probably in 2018, effective in 2019. The best model to use is the River Falls model.

Mayor Meyer said that it would be prudent to take some time and digest the information that was given, ask questions, and then bring it back for further discussion by the Council sometime after the budget process is completed. The decision needs to be made by the Council and not at the Committee level. Whether it was a unanimous vote in support, unanimous vote against, or split vote 50/50, the decision rests with the Council moving forward.

City Administrator Barg gave an update on the possible relocation of the cable television studio. The current studio space is leased for roughly $3,000/month. It was an 8-year lease back in 2005 and then in 2013 there was a 3-year lease signed with an opportunity for two 1-year extensions. They are starting the 2nd of those extensions, October 1, 2017, and it will end September of 2018. The options are:

1. Negotiate a new lease with the property owner for the current space.
2. Relocating and consolidating into one operation within the new city hall, lower level. It appears they would need approximately 1,500-2,000 sq. ft. to make it work.
3. Consolidate everything into the current city hall and lease space from the new owner.
4. Explore other options in the City.

The Council was asked to provide feedback to the City Administrator and/or the Mayor.

CC17-207 Motion by Witzel, second by Hendler to postpone the request to air Council/Committee meetings live on Facebook for 6 months. It will be brought back to the 2nd meeting in April.
Ayes – 8; Nays – 2 (Zaleski and Spiros)
Motion carried

CC17-208 Motion by Buttke, second by Earll to approve the appointment of Mike Eberl as Marshfield Utilities representative to the Economic Development Board, effective October 13, 2017.
Motion carried

Recessed at 9:25 p.m.
Reconvened at 9:29 p.m.

City Administrator Barg presented the recommended 2018 City budget.

CC17-209 Motion by Jockheek, second by Witzel to adjourn to closed session pursuant to Wisconsin Statutes 19.85(1)(e) “Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.”

- 2016-2017 employee merit awards

and

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.”

- Veteran’s Parkway Estates

Roll call vote, all ayes. (Time: 9:54 p.m.)
Motion carried
CITY OF RIVER FALLS
JOB DESCRIPTION

JOB TITLE: COMMUNICATIONS MANAGER

DEPARTMENT: Administration  REPORTS TO: City Administrator
FLSA STATUS: Exempt  LOCATION: City Hall
JOB CLASS:  DATE: January 29, 2016

DESCRIPTION:
The Communications Manager is responsible for managing and coordinating all strategic communications, marketing, and branding efforts for the City of River Falls. This position is a key member of the Administration Department and senior leadership team, and also assists the Public Information Officer function of the City Administrator. The Communications Manager is responsible for coordinating communications functions for the City, and supporting economic development activities and other special projects.

This position contributes to enhancing the image and reputation of the City of River Falls by carrying out strategic external communications and brand promotion. The Communications Manager will also help foster a positive organizational climate by building relationships that improve internal communications and those with community and regional partner organizations.

ESSENTIAL JOB FUNCTIONS:
Strategic Communications
- Under the direction of the City Administrator, develop and implement an integrated communication strategy that connects the public to the community and the city organization.
- Coordinate communications services and functions carried out by departments and provide guidance on effective methods and strategies to communicate with the public.
- Design or oversee the design of diverse visual materials on a wide range of issues affecting the City and its residents, such as maps, graphs, reports, newsletters, promotional materials and organizational publications.
- Develop and maintain effective working relationships with local and regional media contacts, and assist elected officials and city staff in communications and interviews.

Marketing and Branding
- Develop and coordinate City written communications for internal and external audiences, ensuring consistency of brand identity, key messages, and strategic plan goals.
- Manage the overall direction and content of the City website and related pages, and oversee content of social media platforms for consistency and integrity of messages.
- Work to continuously expand the reach of the City’s communication efforts, and continually improve and refine the accuracy, clarity, and presentation of information for its intended audience.
Organizational Support
- Assist the Public Information Officer function of the City Administrator and support crisis management communications.
- Coordinate the planning of special events, such as groundbreaking and ribbon cutting events.
- Coordinate and promote effective internal communications among departments.
- Work with the Administration department and senior leadership team to promote a positive organizational culture through consistent and effective communications.
- Performs other duties or assumes other responsibilities as apparent or assigned.

QUALIFICATIONS:
Minimum Qualifications
1. Bachelor’s Degree (Journalism, Communications, English, Marketing, or related field)
2. Valid Driver’s License
3. Three years of experience leading communications in an organization.

Preferred Qualifications
1. Five years successful communications leadership experience in an organization of similar size and complexity.
2. Knowledge of the City of River Falls and its history
3. Knowledge of the principles and methods of public relations as it relates to public administration and public information.

KNOWLEDGE, SKILLS, AND ABILITIES:
- Expertise in professional writing, with sound communication, storytelling, editing, and research skills.
- Strong leadership skills and experience with project management, including the ability to set and abide by project deadlines; ability to prioritize and see projects through to completion; and experience managing both urgent, short-term projects and complex, longer-term projects.
- Excellent organizational, time management, and analytical/problem-solving skills, along with a high degree of flexibility.
- Must be able to communicate complex and technical information to a diverse audience, including City residents, local businesses, elected officials, and members of the media.
- Think strategically and maintain a “big picture” focus, while paying attention to detail and managing complex multi-stakeholder project execution.
- Master content management systems and desktop publishing software, and serve as a resource for other City employees.
- Knowledge of current social media practices.
- Knowledge of Office suite, SharePoint, and Adobe Creative Suite.
- Knowledge of A.P. style.

WORKING CONDITIONS:
While performing the duties of this job, the employee is regularly required to sit, stand, and move about the office; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee is required to speak, hear, and
see in order to share information, receive instructions, and complete tasks using a computer screen. The employee must occasionally lift and/or move up to 25 pounds.

The normal work environment is a modern, climate-controlled office building, with moderate levels of noise generated by conversations, phones and other office equipment. The employee is occasionally required to work outside in a variety of seasonal weather conditions to participate in events and may occasionally work in and around emergency scenes in order to assist the public safety departments with communication needs.

Typical work hours are Monday – Friday 8:00 AM – 5:00 PM with additional hours for public meetings and as needed to complete the essential functions of the position. This position will work nights and weekends supporting official events and meetings of the City. The City of River Falls also supports the use of flexible scheduling with approval by the position’s supervisor.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
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**KEY**
- 1 Market adjusted positions
- 2 Adjustment based on hiring experience not market data
- 3 Internal equity
DATE: January 19, 2018
TO: Mayor Meyer and City Council
FROM: Steve Barg, City Administrator
RE: Letter of interest – Wisconsin Healthy Community Designation Program

Background
The Wisconsin Healthy Community Designation Program is now seeking applications for recognition for their work in the area of community health improvement. As noted on the attached materials, the first step in making application is submission of a letter of interest, for which the deadline is January 31st. At this time, I am working to clarify a few points with the contact person for this program, including explanation of the difference between the application categories (gold, silver, bronze), and outlining expectations (financial and otherwise) of participating communities.

Recommendation
I expect to request authorization to submit a letter of interest on behalf of the City prior to the January 31st deadline; however, I will update you at the meeting regarding answers to the questions noted above.
Application Process and Timeline

Letters of Interest

Communities interested in applying for a Wisconsin Healthy Community Designation are first required to submit a Letter of Interest (LOI). The Letter of Interest period will be open from **December 11, 2017 - January 31, 2018**. For more information about the LOI process, please click here. (/letters-of-interest)

**Invitation to Apply**

Based on the Letters of Interest, the Wisconsin Healthy Communities Designation team will follow-up with communities individually with an invitation to apply by **March, 2018**.

**Online Application**

A link to the online application will be sent directly to communities with their invitation. The application period will be open for two months--approximately **March - April, 2018**. The exact timing will depend on when invitations are issued. Sample applications for each tier (bronze, silver, gold) can be found here:

- Bronze level application (/s/Bronze-application-WEBSITE_12132017.pdf)
- Silver level application (/s/Silver-application-
Designees Announced

The first round of Wisconsin Healthy Communities Designees will be announced in **Summer 2018**.

Recognition Event

Designees will be recognized at a celebration during the inaugural Healthiest State Summit on **September 20 - 21, 2018** in Green Bay, WI. Learn more about the Healthiest State Summit (http://www.wpha.org/mpage/HealthiestState).

Submit Letters of Interest via email to:
wihealthycommunities@wisc.edu
(mailto:wihealthycommunities@wisc.edu)

Questions? Please reach out to Ann McCall:
ann.mccall@wisc.edu (mailto:ann.mccall@wisc.edu)

Funding for this program is provided by the Wisconsin Partnership Program.
Letters of Interest

Communities interested in applying for a Wisconsin Healthy Community Designation are required to submit a Letter of Interest (LOI). Program staff and advisors will use the Letters of Interest to gauge which communities are actively engaging in community health improvement and will help us connect neighboring and/or overlapping communities who are working in similar geographic areas but may not be aware of each other’s efforts. The Wisconsin Healthy Communities Designation team will follow-up with communities individually with an invitation to apply and a link to the online application.

LOI Timeline

- Letters of Interest will be accepted starting Monday, December 11, 2017.
- The LOI period will remain open until January 31, 2018.

Letters of Interest should answer the following questions:

- What is the name of your “Community”?
- What type of community do you hope to submit a designation application for? (Neighborhood, Village, Town, City, County, Tribe, or Other)
- Please briefly describe your community. (150 words)
- What level designation are you applying for (e.g. bronze, silver, gold)?
- Please briefly describe why you believe you meet this designation level. (300 words)

Resources:

- Application process and timeline (/application-process-overview)
- Designation criteria (/designation-criteria)
- Sample applications:
  
  Bronze level application (/s/Bronze-application-WEBSITE_12132017.pdf)
  Silver level application (/s/Silver-application-WEBSITE_12132017.pdf)
  Gold level application (/s/Gold-application-WEBSITE_12132017.pdf)

Submit Letters of Interest via email to:
wihealthycommunities@wisc.edu (mailto:wihealthycommunities@wisc.edu)

Questions? Please reach out to Ann McCall:
ann.mccall@wisc.edu (mailto:ann.mccall@wisc.edu)

Funding for this program is provided by the Wisconsin Partnership Program.
Healthy Communities Designation Program GOLD Application

Communities must first submit a short letter of interest which the Healthy Communities Designation team will use to gauge which communities are actively engaging in community health improvement and have the capacity to apply for a designation. The Wisconsin Healthy Communities Designation team will follow-up with communities individually with an invitation to apply.

Please include the following in your letter of interest:

- What is the name of your “community”?
- What type of community do you hope to submit a designation application for?
  - List types- for neighborhood or subunit ask them to define
- Please briefly describe your community (150 words)
- What level designation are you applying for?
- Please describe why you believe you meet this designation level (300 words)

1. **GENERAL APPLICANT INFORMATION:**

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Estimated Population:

Primary Applicant Organization:

Mailing Address

  Address:

  City:

  State:

  Zip Code:

Collaborating Organizations:

Primary Contact Person (this individual will serve as the contact for all program-related information)

Name:
Communities are required to demonstrate evidence of diverse support for their application by uploading letters of support from various community stakeholders. The purpose of submitting letters of support is to demonstrate a commitment for sustained community collaboration to improve health and quality of life.

2. **COMMUNITY DESCRIPTION**: Write up to one single-spaced page (<400 words) defining and describing your community, your residents, and any other notable characteristics.

3. **COMMUNITY NEEDS AND RESOURCES**: Describe how your community has assessed its community health needs and resources and identify what the key needs/priorities are (your answer should reflect the use of both quantitative and qualitative assessment efforts). (<400 words)

   *In addition to the description above, applicants may choose to upload or provide a link to existing document(s) that support the information provided (e.g., community health needs assessment, community health improvement plan, etc.).

4. **SHOWCASE ACCOMPLISHMENTS**: Identify approximately 7-9 ongoing initiatives that your community has implemented to meet the needs described above in #3. For each initiative, indicate whether it is included in Healthy Communities Designation’s checklist of evidence-informed approaches or whether it is an alternative “community wild card submission” (an approach implemented in your community that does not appear on HCD’s checklist).

   Please note: Reviewers will be looking more closely at the fit between the community’s initiatives and its assessed needs, as opposed to the sheer number of initiatives listed. Thus, quality > quantity!

   Initiative 1: __________________________________________
   ___ On HCD program’s checklist of evidence-informed approaches
   ___ Community wild card submission
Which category of health factors does the initiative address?

___ Health Behaviors
___ Clinical Care
___ Social & Economic Factors
___ Physical Environment

Reasoning behind implementation [please report which community health need(s) this initiative addresses]:

Goals and objectives for this initiative:

Description of stakeholder involvement & implementation [please address the following: persons and organizations involved, timeline, description of implementation efforts, plans for initiative’s sustainability]:

What evidence did you review and/or collect to determine whether this initiative would be effective?

Do you have a full tracking plan in place for outcomes of this initiative? Yes or No, please explain. Please describe how your plan includes sustainable infrastructure and dissemination of results.

5. **POLICY, SYSTEMS, AND ENVIRONMENTAL CHANGE**: In what ways has your community implemented sustainable and long-term solutions? Please describe how your community is implementing this work.

6. **HEALTH EQUITY**: Has your community implemented a plan to address equal and fair opportunities for health? Yes __ or No __, please explain.

   Please provide evidence of implementation and describe the progress your community has made engaging in health equity work.
7. How are partners, including local leaders, diverse agencies, and community members, working together for overall community well-being and building sustainable leadership capacity? Please describe any evidence of activity and action.

8. Has your community secured and maximized sustainable and diverse resources, including, but not limited to dollars, partners, and assets? Yes or No, please describe.

*Optional supplementary material: You may upload any relevant documents and/or include website links you believe would be helpful for reviewers as they assess this initiative (e.g., news report, needs assessment, evaluation report, etc.). Such submissions should serve only as additional support and should not take the place of the information requested above.

Please read the following statement and check the box to signal your community's agreement.

☐ Our community understands that the Healthy Communities Designation staff may use the information included in this application in order to connect us with communities engaged in similar efforts. We also understand that our initiatives may be incorporated into the University of Wisconsin-Madison Population Health Institute's database of community health strategies, with the intent of increasing public knowledge of community-enhancing health efforts.
Healthy Communities Designation Program SILVER Application

Communities must first submit a short letter of interest which the Healthy Communities Designation team will use to gauge which communities are actively engaging in community health improvement and have the capacity to apply for a designation. The Wisconsin Healthy Communities Designation team will follow-up with communities individually with an invitation to apply.

Please include the following in your letter of interest:

- What is the name of your “community”?
- What type of community do you hope to submit a designation application for?
  - List types- for neighborhood or subunit ask them to define
- Please briefly describe your community (150 words)
- What level designation are you applying for?
- Please describe why you believe you meet this designation level (300 words)

1. GENERAL APPLICANT INFORMATION:

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Estimated Population:

Primary Applicant Organization:

Mailing Address

Address:

City:

State:

Zip Code:

Collaborating Organizations:

Primary Contact Person (this individual will serve as the contact for all program-related information)

Name:
Communities are required to demonstrate evidence of diverse support for their application by uploading letters of support from various community stakeholders. The purpose of submitting letters of support is to demonstrate a commitment for sustained community collaboration to improve health and quality of life.

2. **COMMUNITY DESCRIPTION**: Write up to one single-spaced page (< 400 words) defining and describing your community, your residents, and any other notable characteristics.

3. **COMMUNITY NEEDS AND RESOURCES**: Describe how your community has assessed its community health needs and resources and identify what the key needs/priorities are (your answer should reflect the use of both quantitative and qualitative assessment efforts). (<400 words)

   *In addition to the description above, applicants may choose to upload or provide a link to existing document(s) that support the information provided (e.g., community health needs assessment, community health improvement plan, etc.).*

4. **SHOWCASE ACCOMPLISHMENTS**: Identify approximately 5-7 ongoing initiatives that your community has implemented to meet the needs described above in #3. For each initiative, indicate whether it is included in Healthy Communities Designation’s checklist of evidence-informed approaches or whether it is an alternative “community wild card submission” (an approach implemented in your community that does not appear on HCD’s checklist).

   Please note: Reviewers will be looking more closely at the fit between the community’s initiatives and its assessed needs, as opposed to the sheer number of initiatives listed. Thus, quality > quantity!

   Initiative 1: __________________________________________

   ___ O1 HCD program’s checklist of evidence-informed approaches
   ___ Community wild card submission
Which category of health factors does the initiative address?

____ Health Behaviors
____ Clinical Care
____ Social & Economic Factors
____ Physical Environment

Reasoning behind implementation [please report which community health need(s) this initiative addresses]:

Goals and objectives for this initiative:

Description of stakeholder involvement & implementation [please address the following: persons and organizations involved, timeline, description of implementation efforts, plans for initiative’s sustainability]:

What evidence did you review and/or collect to determine whether this initiative would be effective?

Have you begun to track outcomes for this initiative? Yes or No, please explain. Please describe how you have used data to inform your work.

5. **POLICY, SYSTEMS, AND ENVIRONMENTAL CHANGE**: In what ways is your community working toward sustainable and long-term solutions? Please describe how your community is demonstrating this work.

6. **HEALTH EQUITY**: Does your community have a plan in place to address equal and fair opportunities for health? Yes__ or No__, please explain.

*Please describe the progress your community has made engaging in health equity work.*
7. How are partners, including local leaders, diverse agencies, and community members, working together on shared priorities? Please describe any evidence of activity and action.

8. How is your community maximizing resources including dollars, people, power, etc. [Select all that apply]:
   - We have funding in place.
   - We are building capacity to leverage dollars, partners, and assets.

   Describe your above selections, providing specific examples:

*Optional supplementary material: You may upload any relevant documents and/or include website links you believe would be helpful for reviewers as they assess this initiative (e.g., news report, needs assessment, evaluation report, etc.). Such submissions should serve only as additional support and should not take the place of the information requested above.

Please read the following statement and check the box to signal your community’s agreement.

☐ Our community understands that the Healthy Communities Designation staff may use the information included in this application in order to connect us with communities engaged in similar efforts. We also understand that our initiatives may be incorporated into the University of Wisconsin-Madison Population Health Institute’s database of community health strategies, with the intent of increasing public knowledge of community-enhancing health efforts.
Healthy Communities Designation Program BRONZE Application

Communities must first submit a short letter of interest which the Healthy Communities Designation team will use to gauge which communities are actively engaging in community health improvement and have the capacity to apply for a designation. The Wisconsin Healthy Communities Designation team will follow-up with communities individually with an invitation to apply.

Please include the following in your letter of interest:

- What is the name of your “community”?
- What type of community do you hope to submit a designation application for?
  - List types- for neighborhood or subunit ask them to define
- Please briefly describe your community (150 words)
- What level designation are you applying for?
- Please describe why you believe you meet this designation level (300 words)

1. **GENERAL APPLICANT INFORMATION:**

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**Primary Contact Person** *(this individual will serve as the contact for all program-related information)*

Name:
Communities are required to demonstrate evidence of diverse support for their application by uploading letters of support from various community stakeholders. The purpose of submitting letters of support is to demonstrate a commitment for sustained community collaboration to improve health and quality of life.

2. **COMMUNITY DESCRIPTION:** Write up to one single-spaced page (<400 words) defining and describing your community, your residents, and any other notable characteristics.

3. **COMMUNITY NEEDS AND RESOURCES:** Describe how your community has assessed its community health needs and resources and identify what the key needs/priorities are (your answer should reflect the use of both quantitative and qualitative assessment efforts). (<400 words)

   *In addition to the description above, applicants may choose to upload or provide a link to existing document(s) that support the information provided (e.g., community health needs assessment, community health improvement plan, etc.).

4. **SHOWCASE ACCOMPLISHMENTS:** Identify approximately 3-5 ongoing initiatives that your community has implemented to meet the needs described above in #3. For each initiative, indicate whether it is included in Healthy Communities Designation’s checklist of evidence-informed approaches or whether it is an alternative “community wild card submission” (an approach implemented in your community that does not appear on HCD’s checklist).

   *Please note: Reviewers will be looking more closely at the fit between the community’s initiatives and its assessed needs, as opposed to the sheer number of initiatives listed. Thus, quality > quantity!*

   Initiative 1: __________________________________________

   ____ On HCD program’s checklist of evidence-informed approaches

   ____ Community wild card submission
Which category of health factors does the initiative address?

- Health Behaviors
- Clinical Care
- Social & Economic Factors
- Physical Environment

Reasoning behind implementation \(\text{please report which community health need(s) this initiative addresses}\):

Goals and objectives for this initiative:

Description of stakeholder involvement & implementation \(\text{please address the following: persons and organizations involved, timeline, description of implementation efforts, plans for initiative's sustainability}\):

What evidence did you review and/or collect to determine whether this initiative would be effective?

Have you begun to track process measures for this initiative? Yes or No, please describe.

5. **POLICY, SYSTEMS, AND ENVIRONMENTAL CHANGE:** In what ways is your community getting ready for work on sustainable and long-term solutions? [Select all that apply]:

- We are building skills of key partners.
- We are planning phases to identify assets and needs.

Please describe how your community is engaging in PSE change as selected above:
6. **HEALTH EQUITY:** Indicate how your community demonstrates increasing commitment to and actions that shows the importance of equitable and fair opportunity for health (Health Equity). [Select all that apply]:

- We have a clearly stated commitment to equal and fair opportunity for health.
- Health equity conversations are occurring across multiple sectors.
- Those who have had limited opportunity/poor health are included in conversations.

*Please describe the progress your community has made engaging in the health equity work as selected above:*

7. **How is your community is working to identify and engage relevant partners, including local leaders, diverse agencies, and community members? Please describe any evidence of activity and action.**

8. **How is your community is maximizing resources including dollars, people, power, etc. [Select all that apply]:**

- Initial funding has been identified.
- Our community is engaged in conversations to explore further resources.

*Describe your above selections, providing examples:*

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**Optional supplementary material:** You may upload any relevant documents and/or include website links you believe would be helpful for reviewers as they assess this initiative (e.g., news report, needs assessment, evaluation report, etc.). Such submissions should serve only as additional support and should not take the place of the information requested above.

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Please read the following statement and check the box to signal your community’s agreement.

- Our community understands that the Healthy Communities Designation staff may use the information included in this application in order to connect us with communities engaged in similar efforts. We also understand that our initiatives may be incorporated into the University of Wisconsin-Madison Population Health Institute’s database of community health strategies, with the intent of increasing public knowledge of community-enhancing health efforts.
Healthiest State Summit

The Wisconsin Healthiest State Summit is an effort of the Mobilizing Action Toward Community Health (MATCH) Group at the University of Wisconsin Population Health Institute. Wisconsin has a long legacy of a strong commitment to advancing the public’s health and we are excited to continue and deepen this work. The Healthiest State Summit will build on the foundation of the Prevention Conference, which set the stage for cross-cutting skill development of public health leaders and coalitions. The Healthiest State Summit also aims to advance shared action on conditions that advance health equity and community well-being. Through engaging networks, coalitions, and multi-stakeholder partnerships, the Healthiest State Summit will not focus on any particular health issue, but will:

- Convene and support diverse leaders in setting and taking action on a common agenda to align and catalyze efforts (e.g. policy agenda, funder agenda, shared metrics);
- Provide capacity building and support to address cross-cutting needs, challenges and opportunities; and
- Advance a shared narrative that expands the understanding of what shapes health and equity.

Healthiest State Summit Staff - MATCH Group, UW Population Health Institute

- Ann McCall, Communications and Project Manager
- Lexi Handrick, Graduate Project Assistant
- Paula Tran Inzio, Director

MATCH Group

The Mobilizing Action Toward Community Health (MATCH) group works with partners to start, catalyze, and sustain community-driven action on root causes and social determinants of health inequity. The MATCH group does this by:

- Improving practice, including using health equity and collaborative leadership approaches
- Developing and disseminating data to action and tools for change
- Building capacity and convening for action through supporting training programs, providing technical assistance, leading learning and action networks, building alliances, and supporting statewide alignment

Making Wisconsin the Healthiest State

The Making Wisconsin the Healthiest State project seeks to help us understand and improve health across Wisconsin. Primary aims of the project are:

http://www.wpha.org/mpage/2018HSAbout
1. Measure, assess, and report on Wisconsin's health and health disparities
2. Support local efforts in health improvement
3. Support statewide impact on policy, systems, and environmental changes for health

Efforts of the Making Wisconsin the Healthiest State project include:

- Making Wisconsin the Healthiest State Summit
- Wisconsin Healthy Communities Designation
- Assessing and Improving Community Health in Wisconsin (www.improvingwihealth.org)
- Healthiest State reports: Trends Report, Report Card

**Questions?**
HealthiestStateSummit@BadgerBay.co.

**Contact**
Healthiest State Summit
563 Carter Court, Suite B, Kimberly, WI 54136
healthieststatesummit@badgerbay.co
Frequently Asked Questions

When and where will the 2018 Healthiest State Summit take place?
The 2018 Healthiest State Summit will be held September 20-21 at the KI Convention Center in Green Bay. More details coming soon!

Who do I contact if I have questions about the Healthiest State Summit?
Please reach out to HealthiestStateSummit@Badgerbay.co with questions.

How do I get on the list to receive information about this event?
We're currently working to build an email distribution list for the Summit. Please reach out to HealthiestStateSummit@Badgerbay.co to be added to the distribution list.

Can I share information about this event with my colleagues?
Yes, please feel free to share information about the Healthiest State Summit. We want to ensure that we're distributing information to as many interested attendees as possible.

Will the Healthiest State Summit: focus on a specific health issue?
The Healthiest State Summit is designed to be a cross-cutting event, and will not focus on a specific health topic. Though, there will be opportunities for those working in specific health issues to connect.

Is there a fee to attend?
There will be a registration fee to attend Healthiest State Summit, 2018. This is to be determined.

Will there be an opportunity to earn CE/CEUs?
Yes, there will be an opportunity to earn CE/CEUs at the Healthiest State Summit.

When can I register?
Registration information will be distributed widely once available.

Who's involved in planning the Summit?
http://www.wpha.org/mpage/healthiestSIQA
Planning for the Healthiest State Summit is led by the MATCH (Mobilizing Action Toward Community Health) program at the University of Wisconsin Population Health Institute. Efforts are advised by a planning committee comprised of statewide partners representing multiple sectors.

Contact
Healthiest State Summit
563 Carter Court, Suite B, Kimberly, WI 54136
PROPOSED 2018 CIP MEETING DATES (meeting times TBD)

- Thursday, February 22\textsuperscript{nd}
- Friday, February 23\textsuperscript{rd}
- Thursday, March 15\textsuperscript{th}
- Tuesday, March 27\textsuperscript{th}
- Committee/Council review
  - BPW Monday, April 16\textsuperscript{th}
  - PC Tuesday, April 17\textsuperscript{th}
  - CC Tuesday, April 24\textsuperscript{th}
  - CC Tuesday, May 8\textsuperscript{th}