



CITY OF MARSHFIELD

MEETING NOTICE

**COMMON COUNCIL
CITY OF MARSHFIELD, WISCONSIN
TUESDAY, AUGUST 8, 2023
207 WEST 6TH STREET
6:00 P.M.**

NOTE TO VISITORS AND GUESTS: Welcome to this meeting of the Common Council. Item "D" on the agenda is your opportunity to provide input to the Council. If you wish to make a comment, please write your name/address and state your topic on the form at a table near the entrance to the Council Chambers before the start of the meeting. When you have been recognized by the Mayor at the appropriate time, please address the Council from the podium, first stating your name and address.

- A. Call to Order/Roll Call – Lois TeStrake, Mayor
- B. Pledge of Allegiance
- C. Identify possible conflicts of interest
- D. **PUBLIC HEARING** - 2022 Revised Special Assessment Project 312240 - Hinman Avenue, Doege Street to Becker Road.
- E. **PUBLIC HEARING** – 2023 Estimated Special Assessment Projects 311916 (Street Construction, Water Service Laterals, Storm Sewer) and 351755 (Sanitary Sewer Service Laterals) – Lincoln Avenue, 5th Street to Adler Road
- F. Public Comment Period/Correspondence
At this time, the Mayor will recognize those members of the public who have indicated a desire to address the Council. Upon recognition by the Mayor, persons may address the Council, first stating their name and address. The Council may act on emergency matters introduced by members of the public.
- G. Approval of Minutes: July 25, 2023
- H. Staff Updates
 - 1. Introduction of new staff member, Vicky Raab, Administrative Associate II (Clerk/Finance); Introduced by Jordan Munger, Accounting Manager.
 - 2. Yard waste site maintenance update. Presented by Tim Rasmussen, Acting Street Superintendent.
- I. Mayor's Comments (*For Informational Purposes Only*)
 - 1. Employee Recognitions
 - Corey Brock, Street Department, 8/20/2018, 5 years
- J. Council Comments (*For Informational Purposes Only*)
- K. City Administrator's Update

COMMON COUNCIL AGENDA
AUGUST 8, 2023

- L. Reports from Commissions, Boards, and Committees
- M. Consent Agenda:
1. Meeting minutes/reports
 - a. Fairgrounds Commission (January 19, 2023)
 - b. Historic Preservation Commission (June 5, 2023)
 - c. Community Development Authority – Finance (June 26, 2023)
 - d. Community Development Authority – Board (June 26, 2023)
 - e. Parks, Recreation & Forestry Committee (July 12, 2023)
 - f. Economic Development Board (July 13, 2023)
 - g. Judiciary and License Committee (August 1, 2023)
 - h. Finance, Budget & Personnel Committee (August 1, 2023)
 1. Approve agreement for EMS billing and collection services with EMS/MC
 2. Approve increase in the sale price of land in City's business and industrial land to \$20,000 per acre, effective January 1, 2024
 3. Approve job description and pay range for the new position of Assistant City Administrator/Community Development Director

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

- N. Action on items removed from the consent agenda, if any
- O. Second reading of Ordinance No. 1498, rezoning portion of parcel 33-06973 from TR-6 (Two-family residential) to MR-12 (Multi-family residential). Presented by Steve Barg, City Administrator.

Recommended Action: Approve Ordinance No. 1498

- P. Second reading of Ordinance No. 1499, amending Sections 18-31 (Zoning district regulations: MR-12, Multi-family residential), 18-32 (Zoning district regulations: MR-24, Multi-family residential), and 18-55(5) (Residential uses: Townhouse) to clarify minimum lot size and minimum lot width for townhouse units located on individual lots. Presented by Steve Barg, City Administrator.

Recommended Action: Approve Ordinance No. 1499

- Q. First reading of Ordinance No. 1497, amending Chapter 9-52, permitting chickens to be housed in residential areas. Presented by Steve Barg, City Administrator

Recommended Action: None at this time; set 2nd reading for the August 22nd meeting

- R. Request to approve Budget Resolution No. 20-2023, transferring \$35,886.98 from the General Fund contingency account to the General Fund fire department repairs and maintenance account for repairs to Fire Truck #1. Presented by Pete Fletty, Fire Chief.

Recommended Action: Approve Budget Resolution No. 20-2023

- S. Request to approve Budget Resolution No. 22-2023, increasing 2023 budget for UWSP-Marshfield capital projects by \$1,556. Presented by Jennifer Selenske, Finance Director.

Recommended Action: Approve Budget Resolution No. 22-2023

- T. Request to approve Resolution No. 2023-43, securing bank loan for certain 2023 capital projects. Presented by Jennifer Selenske, Finance Director.

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Recommended Action: Approve Resolution No. 2023-43

- U. Request to approve Resolution No. 2023-44, Revised Final Resolution (2022 Hinman Avenue). Presented by Josh Mauritz, City Engineer.

Recommended Action: Approve Resolution No. 2023-44

- V. Request to approve Resolution No. 2023-45, Final Resolution, 2023 Lincoln Avenue Reconstruction. Presented by Josh Mauritz, City Engineer.

Recommended Action: Approve Resolution No. 2023-45

- W. Request to approve right-of-way plat and Resolution No. 2023-46 (relocation order) for acquisition of property in connection with the Adler Road trail project. Presented by Tom Turchi, Public Works Director.

Recommended Action: Approve right-of-way plat and Resolution No. 2023-46

- X. Request to approve plan for implementation of Ordinance No. 1496 (Utility Commission membership), effective October 1, 2023. Presented by Steve Barg, City Administrator.

Recommended Action: Approve implementation plan

- Y. Review hiring plan for the Assistant City Administrator/Community Development Director position. Presented by Sarah Dresel, Human Resources Director.

Recommended Action: None, for information only

- Z. Appoint 2 Council members to the City's negotiating team for collective bargaining with the police and fire unions. Presented by Lois TeStrake, Mayor.

Recommended Action: Approve appointments

- AA. Appoint Housing Committee (per June 15th Council-EDB meeting). Presented by Steve Barg, City Administrator.

Recommended Action: Approve appointments

- BB. Suggested items for future agendas

- CC. Adjournment

Posted this day August 4, 2023 at 10:30 a.m. by Jessica Schiferl, City Clerk

NOTICE

It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body 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 Jessica A. Schiferl, City Clerk, at 207 West 6th Street or by calling (715) 486-2022.

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The filming of this meeting is provided by [Marshfield Broadcasting](#), a division of our [Communications Department](#) that can be viewed streaming "LIVE" on the City's website at ci.marshfield.wi.us, cable tv channel 991, and marshfieldbroadcasting.com at the time of this meeting in open session. Additionally, this meeting can be viewed live on over-the-top devices, Roku, Amazon Fire TV, and Apple TV, by downloading the Marshfield Broadcasting app. After this meeting is adjourned, the video will be available within 24 hours on the City's website at www.ci.marshfield.wi.us, marshfieldbroadcasting.com, Marshfield Broadcasting app on over-the-top devices, and cable channel 991. If you have questions regarding the filming of this meeting, please get in touch with Communications Director Tom Loucks at 715-486-2070.

NOTICE OF PUBLIC HEARING

STREET IMPROVEMENTS

PROJECT NO.

312240 2022 – Asphalt Paving Program

- Hinman Avenue – Doege Street to Becker Road.

Take notice that the Common Council of the City of Marshfield has determined that it is for the best interests of the City and properties affected to improve the following streets with the following improvements at the cost of the properties benefited thereby:

Asphalt pulverizing, asphalt street paving, asphalt driveway aprons, culverts, water services, sanitary sewer services, curb boxes, storm sewer and underdrain.

A report showing proposed plans and proposed assessments is on file in the Engineering Division Office and may be inspected there on Monday – Thursday between the hours of 7:30 AM and 4:30 PM and on Friday between the hours of 7:30 AM and 12:00 PM.

Further notice is given that the Common Council will hear all persons interested, their agents or attorneys, concerning the matters contained in Revised Final Resolution No. 2023-44 and the report, including proposed assessments at 6:00 PM on Tuesday, August 8th, 2023 in the Council Chambers of City Hall Plaza, 207 West 6th Street, Marshfield, WI 54449.

Jessica Schiferl
CITY CLERK

PUBLISH: News Herald – July 28th, 2023 - LEGAL

NOTICE OF PUBLIC HEARING

STREET IMPROVEMENTS

PROJECT NO.

311916 Street Construction, Water Service Laterals, Storm Sewer
351755 Sanitary Sewer Service Laterals

- Lincoln Avenue – 5th Street to Adler Road

Take notice that the Common Council of the City of Marshfield has determined that it is for the best interests of the City and properties affected to improve the following streets with the following improvements at the cost of the properties benefited thereby:

Construction of concrete curb and gutter, concrete street paving, sanitary sewer main and service laterals, storm sewer main and service laterals, water main and service laterals, concrete driveway aprons, concrete sidewalk, and general site grading, including all items necessary for the construction of a new municipal street.

A report showing proposed plans and proposed assessments is on file in the Engineering Division Office and may be inspected there on Monday – Thursday between the hours of 7:30 AM and 4:30 PM and on Friday between the hours of 7:30 AM and 12:00 PM.

Further notice is given that the Common Council will hear all persons interested, their agents or attorneys, concerning the matters contained in Preliminary Resolution No. 2023-42 and the report, including proposed assessments at 6:00 PM on Tuesday, August 8th, 2023 in the Council Chambers of City Hall, 207 West 6th Street, Marshfield, WI 54449.

Jessica Schiferl
CITY CLERK

PUBLISH: News Herald – July 28th, 2023 – LEGAL

July 25, 2023

Common Council meeting was called to order by Mayor TeStrake at 6:00 p.m., in the Council Chambers, City Hall.

PRESENT: Mike Feirer, Derek Wehrman, Natasha Tompkins (via Zoom), Brian Varsho, Ed Wagner, Russ Stauber, Brian Giles, Mike O'Reilly, and Andy Reigel.

ABSENT: Rebecca Spiros

The flag was saluted and the pledge given.

IDENTIFY POSSIBLE CONFLICTS OF INTEREST

- None

CITIZEN COMMENTS

- Raneef Graf, 231 Drake Street, Wisconsin Rapids, concerns with CWSF expo placements
- Steve MacSwain, 428 Wildwood Court, concerns over storm sewer line

Dale Christensen, Executive Director, CWSF, provided a fairground maintenance report in response to concerns raised at previous Common Council meeting.

CC23-160 Motion by Wagner, second by O'Reilly to go into closed session under Wisconsin Statutes, Chapter 19.85 (1)(g) "Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved."

- Update on claims for unlawful tax with Marshfield Clinic

Roll call vote; All ayes. (Time: 6:24 p.m.)

Motion carried

Present in closed session: Alderpersons Feirer, Wehrman, Varsho, Wagner, Stauber, Giles, O'Reilly, and Reigel, Mayor TeStrake, City Administrator Barg, City Attorney Wolfgram, Steve Shepro, Keith Pugh, Beth Polacek, Ryan Braithwaite, Ted Waskowski, Tom Turchi, Jennifer Selenske and Jessica Schiferl.

CC23-161 Motion by Reigel, second by Giles to return to open session. Roll call vote, all ayes. (Time: 7:01 p.m.)

Motion carried

CC23-162 Motion by Feirer, second by Stauber to approve the minutes of the July 11, 2023 Common Council meeting. Roll call vote, all ayes

Motion carried

STAFF UPDATES

- City Administrator Barg will provide status on future agenda requests at an upcoming meeting.

MAYOR'S COMMENTS

- Employee Recognitions
 - Kris Hawley, Street Department, 7/27/98, 25 years

COUNCIL COMMENTS

- None

CITY ADMINISTRATOR'S UPDATE

- Department heads are working on budgets. Finance will begin tech review in August followed by City Administrator reviewing with department heads.
- Wood County grant applications will be reviewed on Thursday, July 27th.

REPORTS from COMMISSIONS, BOARDS, and COMMITTEES

- None

CONSENT AGENDA

CC23-163 Motion by Feirer, second by Wagner to receive and place on file, approving all recommended actions for the items listed on the consent agenda: Airport Committee of May 25, 2023; Economic Development Board of June 8, 2023; Economic Development Board of June 15, 2023; Fire and Police Commission of June 15, 2023; Airport Committee of June 15, 2023; Central Wisconsin State Fair Board of June 26, 2023; Marshfield Utilities Commission of July 10, 2023; Board of Public Works of July 17, 2023 (1. Approve final assessments for 2022 asphalt paving projects. 2. Approve final assessments for 2022 East 17th Street project. 2. Approve Resolution No. 2023-42, special assessments for Lincoln Avenue project); Judiciary and License Committee of July 18, 2023; Finance, Budget and Personnel Committee of July 18, 2023 (1. Approve refilling vacant part-time Library Specialist (Youth Services) position. 2. Approve refilling vacant Equipment Operator I position. 3. Authorize executing contract for services to establish a street light user charge.); Plan Commission of July 18, 2023. Roll call vote; all ayes

Aldersperson Wehrman removed the minutes of the May 25, 2023 Airport Committee.

Aldersperson Tompkins removed the minutes of the July 10, 2023 Marshfield Utilities Commission.

Vote on CC23-163 as amended

Motion carried

Aldersperson Wehrman had question regarding future runway projects in the May 25, 2023 Airport Committee minutes.

CC23-164 Motion by Reigel, second by Stauber to approve minutes of May 25, 2023 Airport Committee as presented. Roll call vote; all ayes

Motion carried

Aldersperson Tompkins had questions regarding closed session items at the July 10, 2023 Marshfield Utilities Commission meeting.

CC23-165 Motion by Wehrman, second by Reigel to approve minutes of July 10, 2023 Marshfield Utilities Commission as presented. Roll call vote; all ayes

Motion carried

Second reading of Ordinance No. 1496, amending section 14-36(2) of the Marshfield Municipal Code, membership on the Utility Commission.

CC23-166 Motion by Wagner, second by O'Reilly to approve Ordinance No. 1496. Roll call vote; all ayes.

Motion carried

First reading of Ordinance No. 1498, rezoning a portion of parcel 33-06973 from TR-6 (Two-family residential) to MR-12 (Multi-family residential).

First reading of Ordinance No. 1499, amending Sections 18-31 (Zoning district regulations: MR-12, Multi-family residential), 18-32 (Zoning district regulations: MR-24, Multi-family residential), and 18-55(5) (Residential uses: Townhouse) to clarify minimum lot size and minimum lot width for townhouse units located on individual lots.

CC23-167 Motion by Stauber, second by Giles to approve Budget Resolution No. 21-2023, transferring \$25,000 from the 2023 contingency budget to the Marshfield Fairgrounds Commission account for repairs and upgrades to the electrical system at the fairgrounds. Roll call vote; all ayes
Motion carried

CC23-168 Motion by Giles, second by Varsho to approve list of comparable communities for use in the compensation market study. Roll call vote; all ayes
Motion carried

Discussion regarding duties and responsibilities of a proposed Assistant City Administrator/Community Development Director position.

CC23-169 Motion by O'Reilly, second by Reigel to approve an agreement for services with Cedar Corporation for the creation of TIF District #14. Roll call vote; all ayes
Motion carried

CC23-170 Motion by O'Reilly, second by Varsho to approve moving forward with the process to update the Mill Creek Business Park covenants. Roll call vote; Ayes – 6, Nays – 2 (Wagner, Stauber), Abstain – 1 (Reigel)
Motion carried

CC23-171 Motion by Stauber, second by Wehrman to approve members of City's negotiating team for collective bargaining with the police and fire unions with Council members to be selected at the August 8, 2023 meeting. Roll call vote; all ayes
Motion carried

Future Agenda Items

- Alderperson Wehrman requested update on public comment regarding fair booths.
- Alderperson Wehrman suggested Common Council volunteer at the fair.
- Alderperson Wehrman requested a review of app Communications Director Loucks presented previously.
- Alderperson Wehrman requested training on the survey tool presented previously by Communications Director Loucks.
- Alderperson Wehrman would like to review any policies/procedures surrounding committee members soliciting bids for services.
- Alderperson Reigel requested a review of any policies/procedures regarding multiple bids.

CC23-172 Motion by Wehrman, second by Varsho to go into closed session under Wisconsin Statutes, Chapter 19.85 (1)(e) "Deliberating or negotiating the purchasing of public properties, the

investing of public funds, or conducting other specified public business, whenever competitive or bargaining treasons require a closed session.”

- Fairgrounds management agreement with Central Wisconsin State Fair Board
- Update on permanent restrooms for Wenzel Family Plaza
- Possible relocation of the City’s Communications Department
- Possible development agreement for project in TIF District #13

Roll call vote; All ayes. (Time:8:43 p.m.)

Motion carried

Present in closed session: Alderpersons Feirer, Wehrman, Tompkins (via Zoom), Varsho, Wagner, Stauber, Giles, O’Reilly, and Reigel, Mayor TeStrake, City Administrator Barg, Justin Casperson, Tom Turchi, and Jessica Schiferl.

City Attorney Wolfgram joined closed session at 9:20 p.m.

Turchi left closed session at 9:20 p.m.

Casperson left closed session at 9:42 p.m.

Aldersperson Feirer left at 9:55 p.m.

Item “Possible relocation of the City’s Communication Department” was removed from the agenda.

CC23-173 Motion by Reigel, second by Varsho to return to open session. Roll call vote, all ayes. (Time: 10:05 p.m.)

Motion carried

CC23-174 Motion by Wehrman, second by Varsho to direct Parks and Recreation Director to begin the process of soliciting bids for Wenzel Family Plaza restrooms. Roll call vote, Ayes – 7, Nays – 1 (O’Reilly) **Motion carried**

Motion by Wehrman, second by Varsho to adjourned the meeting at 10:07 p.m.

Respectfully submitted,

Jessica Schiferl
City Clerk

MARSHFIELD FAIRGROUNDS COMMISSION
Thursday, January 19, 2023 Meeting Minutes

1. CALL TO ORDER:

Meeting was called to order by Chairperson Tom Witzel at 12:05 p.m. at the 2nd Street Community Center.

ROLL CALL:

Present: Commissioners Tom Witzel, Bill Winch, Natasha Tompkins, Jeff Penzkover, Tom Buttke.

Absent: Pete Hendler.

Also Present: Justin Casperson, Parks & Recreation Director; Dale Christianson, CWSFA Manager, Adam Fischer, Wood County Board Supervisor.

2. APPROVAL OF MINUTES: *Motion by Tompkins, seconded by Penzkover to approve the October 13, 2022 Fairgrounds Commission meeting minutes; motion carried 5-0.*

3. CONFLICT OF INTEREST: None.

4. PUBLIC COMMENT: None.

5. FAIRGROUNDS COMMISSION:

- A. Financial Statement: Casperson shared the bank statement from the Wood County Treasury Department. The balance as of December 31, 2022 is \$17,040.44.
- B. Approval of Bills: None.
- C. Round Barn Windows: Casperson notified the windows were installed by Woodstock Construction. One window needs middle dividers, which Woodstock is aware and waiting for the company to build a new window.
- D. 10-Year Loan Update: Casperson told the Commission that the 10-year note ended at the end of 2022. For the past 10-years the Commission received \$50,000 (\$25,000 from City & \$25,000 from County) to be used for capital projects. The City has not taken any formal action on a 2023 payment. The County said they are not paying their \$25,000 until the Commission provides a list of projects.
- E. Capital Improvement List: Casperson and Christianson explained the concept of a new expo/office building in place of the Jr. Fair Expo and storage buildings to the south or in that area. The project entails replace the Jr. Fair Expo, John Deere Storage, Green Beef and Small Animal building and replace with a 25,000+ SF building that includes an office, kitchen, restrooms, and a large year-round expo area. There was some discussion about possibly keeping some of those building and moving the new Expo building somewhere else on the property. Casperson and Christianson plan to meet with Marawood Construction to discuss a new building budget. The estimate timeline from Marawood is 60-days.

6. FAIRGROUNDS MANAGEMENT REPORT: Christianson told the Commission the City froze the 2022 rates for 2023. The CWSFA agreed to the freeze, but wanted to still have the ability to come back to the City of inflation or costs get out of control.

7. CWSF REPORT: Christianson reported that the Fair went well, even with rain on Saturday and Sunday.

8. PARKS AND RECREATION: No report.

9. FUTURE AGENDA ITEMS: None.

10. NEXT MEETING: TBD – Based on Marawood’s response on the Expo budget

11. ADJOURNMENT: Meeting adjourned by Witzel at 12:54pm

Respectfully Submitted: Justin Casperson, Director of Parks & Recreation

**HISTORIC PRESERVATION COMMISSION MINUTES
JUNE 5, 2023**

PRESENT: Ken Bargender, Kris Coleman, Kim Fredrick, Brian Giles, Bill Penker, Vickie Schnitzler
ABSENT: Erin Howard
OTHERS: City Administrator Steve Barg, Main Street Executive Director Kaelie Gomez

City Administrator Barg called the meeting to order at 3:30 p.m. in the City Hall Public Conference Room.

Election of officers

HP 23-13 Bargender moved and Penker seconded the motion to nominate Schnitzler for chairperson. No other nominations were received.

Motion carried

HP 23-14 Penker moved and Bargender seconded the motion to nominate Coleman for vice-chairperson. No other nominations were received.

Motion carried

Approve minutes – May 1, 2023

HP 23-15 Bargender moved and Penker seconded a motion to approve the May 1, 2023 meeting minutes as presented.

Motion carried

Citizen comments

- Former HPC member Kris Keogh presented the Marshfield 150 Out and About booklet to Schnitzler.
- Penker challenged the HPC to work harder to spread the word on historic preservation in Marshfield.

Review façade grant request – 113 East 4th Street

Karen Mueller, owner of the property at 113 East 4th Street, presented and highlighted a request under the “interior conversion” part of the City’s façade grant program. Planned improvements inside this structure will make possible an “axe throwing” business that will include food and beverage service. HPC members agreed the focus of their involvement in reviewing façade grant applications is to protect historic elements of a structure’s exterior. As a result, they didn’t see a role for themselves in evaluating this request. Having said this, members thanked Ms. Mueller for attending the meeting, and commended her for her efforts to improve this downtown building and attract new business.

Review design guidelines for façade grant requests; discuss the Commission’s role in the process

Gomez stated that she wrote the current guidelines, and that she has a heart for historic preservation. She added that the guidelines are based closely on criteria provided by the Wisconsin Main Street organization. After considerable discussion, the following suggestions were made and deemed to be appropriate:

- Two Commission members should attend Main Street Design Committee meetings when possible.
- The façade grant program should be modified to provide greater focus on improving rear entrances.
- Clarification is needed on whether an HPC opinion is advisory, or whether their approval is required.

Discuss Wood County funding application

Members discussed the specifics of the Commission’s planned application to Wood County for economic development grant funding, which is due by July 7th. Topics included: number of signs, type/size of signs, and estimated cost.

HP23-16 Penker moved and Coleman seconded the motion to submit a request for economic development grant funding to Wood County, seeking to cover the expense of 5 “historic district” signs, at an estimated cost of approximately \$9,000.

Motion carried

Discuss creation of Columbia Park Historic District

Members discussed possible district boundaries, evaluating benefits of including certain properties. A key question is whether a building can be included in the district, but not subject to the same standard as other properties in the district. No consensus was reached on boundaries, but it was agreed that the Commission should focus attention on this project in the months ahead.

Giles left the meeting at 5:27 p.m.

Discussion/action on the 2023 Stewardship Award

HP23-17 Penker moved and Bargender seconded a motion to present the 2023 Stewardship Award to the Ken Wood family in honor of Ken’s outstanding contributions to preserving and celebrating Marshfield’s history and heritage. The award will be presented at the June 27th Council meeting.

Motion carried

Due to the meeting length, it was agreed to table items #11, 13, 14, and 15 until the next HPC meeting.

Staff updates

Barg noted that efforts continue to address the staffing shortage in the Development Services Department. The current focus is on creating a position called “Assistant City Administrator/Community Development Director”. If that occurs, this person will likely play a key role in framing the final department structure.

Announce date/time for next meeting

It was agreed not to meet in July, but to hold the next Commission meeting on Monday, August 7th at 3:30 p.m. in the Public Conference Room at City Hall.

Coleman moved and Penker seconded the motion to adjourn. Motion carried. Schnitzler adjourned the meeting at 5:39 p.m.

Respectfully submitted,

Steve Barg
City Administrator

COMMUNITY DEVELOPMENT AUTHORITY
Finance and Strategic Planning Committee
June 26, 2023

The Finance and Strategic Planning meeting of the Community Development Authority was called to order by Finance Chairperson Dave LaFontaine at 10:30 am in the Executive Conference Room located at Cedar Rail Court, 601 South Cedar Avenue, Marshfield and via Zoom meetings.

Affirmation of Proper Posting of Meeting: Meeting posted June 21, 2023 at 10:18 a.m.

PRESENT: Andrew Keogh, Dave LaFontaine, Michael Feirer, Natasha Tompkins, and Chris Meyer

OTHERS PRESENT: Mary James-Mork - Executive Director, Carol Kerper – Director of Business Services

EXCUSED: Ashley Winch

CDA TENANT PRESENT: Karen Johnson

Declaration of a Quorum

Identify any Potential Conflicts of Interest: None

Invitation for Public Comment: None

Review of March and April 2023 Month End Financials:

Discussion included concern about the ongoing late arrival of monthly reports by Fee Accountants, as well as budget adjustments to better reflect actual costs for utilities, cable TV and other maintenance categories, given the increasing annual costs.

Discussion regarding FDIC insurance and CDA bank accounts. A representative with Forward Bank will be invited to attend the July meeting to present an overview of CDA options for investments as they pertain to FDIC coverage.

CDA F23-06-1 Motion by Meyer, second by Feirer to accept and recommend to the Board. 5 ayes
MOTION CARRIED

Next meeting will take place on July 24, 2023.

New Business: None

Agenda Items for Next Month: None

Meeting declared adjourned by LaFontaine at 11:01 a.m.

Respectfully Submitted,

Mary James-Mork
Executive Director

Dave LaFontaine
Chairperson

COMMUNITY DEVELOPMENT AUTHORITY
June 26, 2023

Chairperson Andrew Keogh called the monthly meeting of the Community Development Authority to order at 11:03 a.m.

Affirmation of Proper Posting of Meeting: Meeting posted June 21, 2023 at 10:18 a.m.

ROLL CALL:

PRESENT: Andrew Keogh, Dave LaFontaine, Mike Feirer, Natasha Tompkins, and Chris Meyer

OTHERS PRESENT: Mary James-Mork- Executive Director, Carol Kerper – Director of Business Services, Michael Bowen-Transformation Group, LLC

EXCUSED: Ashley Winch

CDA TENANT PRESENT: Karen Johnson

Declaration of a Quorum.

Identify any Conflicts of Interest: None

Invitation for Public Comment: None

Introduction of Board Members: Natasha Tompkins was welcomed to the CDA Board of Commissioners.

CDA 23-06-1 Motion by LaFontaine and second by Meyer to approve the April 27, 2023 CDA Board Meeting Minutes. 5 Ayes

MOTION CARRIED

CDA 23-06-2 Motion by LaFontaine and second by Feirer to approve the April 27, 2023 Financial and Strategic Planning minutes. 5 Ayes

MOTION CARRIED

CDA 23-06-3 Motion by LaFontaine and second by Meyer to accept and place on file the Financial and Strategic Planning Committee report. 5 Ayes

MOTION CARRIED

Personnel Committee Report: No Update

Grievance Committee Report: No Update

Executive Director's Report:

CDA 23-06-4 Motion by Meyer, second by Feirer to accept the Executive Director's report and place on file.

MOTION CARRIED

RAD Development Update:

Michael Bowen of the Transformation Group, LLC provide a monthly update on progress with the RAD transition. Word was received in May that the application for WHEDA Low Income Housing Tax Credits was not approved. Though the news was disappointing, there are enough resources available to close and complete the project at Parkview. Renovations are expected to begin in January. WHEDA grant applications will be submitted for the Cedar Rail project.

New Business: A meeting took place on June 15th to discuss housing needs in the community. Members were present from the Marshfield Economic Development Board, Marshfield City Council and CDA.

A Housing Subcommittee will be established to further address the issue of affordable housing in the City of Marshfield.

Next Meeting Date: Monday, July 24th, 2023 at 11:00 a.m. at Cedar Rail Court and via Zoom

Agenda Items for Next Month: No additional at this time.

Meeting declared adjourned by Chairman Keogh at 11:57 a.m.

Respectfully submitted,

Mary James- Mork
Executive Director

Andrew Keogh
Chairperson

CITY OF MARSHFIELD - PARKS, RECREATION AND FORESTRY COMMITTEE

July 12, 2023 Meeting Minutes

1. **CALL TO ORDER:** Meeting called to order by John White, Jr. at 6:30 p.m. at the 2nd Street Community Center.

ROLL CALL:

Present: John White, Jr., Ben Lee; Jane Yaeger; Natasha Tompkins; Brett Butler

Excused: Ali Luedtke & Randy Krogman

Also Present: Justin Casperson, Parks & Recreation Director; Amy Beauchamp, Technical Services Coordinator; Ben Steinbach, Parks Superintendent; Amanda Bruce, Recreation Manager; Al Nystrom, Rotary Winter Wonderland; Kristine Johaneck, First Presbyterian Church

2. **APPROVAL OF MINUTES:**

PR23-17 Motion by Yaeger, seconded by Butler to approve the May 10, 2023 meeting minutes. Motion carried.

3. **CONFLICTS OF INTEREST:** None.

4. **PUBLIC COMMENTS:** None.

5. **FIRST PRESBYTERIAN CHURCH FLYERS:** Kristine Johaneck, a representative from First Presbyterian Church contacted Casperson with a request to hang flyers in public restrooms. Their flyer would contain contact information for people in crisis. Johaneck was on-hand to explain their project, provide samples and answer questions.

PR23-18 Motion by Tompkins, seconded by Yaeger to approve their request and work with the department on design and location. Motion carried.

6. **CANVAS OUTDOOR FURNITURE:** Tabled until next meeting.

7. **ROTARY WINTER WONDERLAND AGREEMENT:** The City of Marshfield and Rotary Winter Wonderland (RWW) have had a long-standing agreement for use of Wildwood Park and Zoo for their holiday light show. RWW continues to work with many organizations throughout the community, with the common goal of providing food for local area pantries, and a fun holiday experience. RWW started in 2006, and has provided over 700,000 food items to food pantries in Marshfield and the surrounding area. The project requires the valuable help of volunteer organizations and businesses. RWW continually meets and communicates with the Department on design ideas, logistics, troubleshooting, weather and challenges.

PR23-19 Motion by Lee, seconded by Butler to approve the agreement with RWW for another 5 years, starting in 2024. Motion carried.

8. **OFFICE HOURS:** There has been a request to evaluate the Department office hours and perhaps make them in line with the hours of City Hall. Currently, Parks and Recreation office hours are Monday – Friday 7:30am to 4:30pm. Last year, City Hall changed their hours to Monday – Thursday 7:30am to 4:30pm and Fridays 7:30am to 12:00pm.

Staff feels that business is slow enough to warrant closing at 12:00pm (noon) on Fridays. The employees can make up any hours lost in a combination of ways like coming early or staying late, working through lunch hours or working Friday afternoons. Either way, staff has to work 40 hours in the work week and be here during posted office hours. Staff feels the extra hours before or after work will be beneficial without customer interruptions. The employees will be able to complete tasks and reports that frequently get disturbed by customers during normal business hours.

If this item is approved and it is to move forward, it would require adequate time to notify the public, change posted hours and iron out any wrinkles that occur. City Hall Administration feels the new hours work very well. Employees are able to work their 40 hours and production is not impacted.

The adjusted Parks and Recreation hours would be Monday – Thursday 7:30am to 4:30pm and Fridays 7:30am to 12:00pm, starting on Tuesday, September 5th and staff will document the number of visitors after 12:00pm on Fridays between now and then. It was suggested that this be tried for a 6-month trial.

PR23-20 Motion by White, seconded by Yaeger to approve changing the Parks & Recreation office hours to Monday – Thursday 7:30am to 4:30pm and Fridays 7:30am to 12:00pm, starting on Tuesday, September 5th. Motion carried.

9. **DEPARTMENT STRATEGIC PLAN:** The Parks and Recreation strategic plan was developed in 2018. Each year it is reviewed, updated and approved by the PRFC. In May, it was introduced to the Committee for review and comment. In July, comments and changes were noted. In August, we will look for final approval.

10. **HANDLING PUBLIC MONEY:** After review of Policy 6.750 Handling Public Monies, it was decided to update the policy to reflect more current practice as it relates to Vandehy Waters. The updated policy with edits was shared with the committee.

PR23-21 Motion by Lee, seconded by Yaeger to approve the changed policy as presented. Motion carried.

Jane Yaeger left meeting at 7:32 p.m.

11. **REPORTS:**

A. Recreation & Aquatics

1. Senior Center – Monthly craft, ice cream socials, swaps, exercise, billiards, Bingo, cards, Ukulele.
2. Sr. Health Fair – Will be held October 6th; in current planning phases.
3. ADRC Meal Site – Mon-Fri at 2nd Street Community Center.
4. Charcoal drawing – Monthly.
5. Tennis – Haven't canceled any due to low enrollment yet! Sessions going well, few interested instructors.

6. Pickleball – Outdoors, upwards of 20-40 participating daily, depending on several factors.
7. Summer Programming –In Session II right now, everything going very well. Rec numbers are higher than last year, but I haven't officially analyzed anything yet.
8. Summer Brochure – Working on Fall brochure now, should be out mid-August.
9. Softball – 8U team enrollment, cancelled 10U & 12U due to low enrollment. 28 girls signed up for the new camp we started this year.
10. Jr. & Sr. League Volleyball Leagues – In progress, ends July 19th. 16 teams total, same as last year.
11. Vandehey Waters – Bruce shared updates with the committee.
12. Program Supervisor – Vital to programs this year so that I could focus on pool. Addison Baierl has been a huge asset to this department and keeping things going this summer.

B. Events & Programs

1. 2nd Street Redevelopment Committee
 - a. No Updates
2. Looking forward
 - a. May 13th- United Way Wine Walk
 - b. June 1st-Summer Kick-off with 95.5 WIFC
 - c. June 2nd- Start of Hub City Concert Series and Dairyfest
 - d. June 14th -Wild Wednesdays kick off
 - e. June 21st-Make Music Day
 - f. Private rentals will start.

C. Parks, Forestry & Zoo

1. Parks Maintenance Operations
 - a. Athletics
 - i. Griese and UW soccer fields being lined as needed for games / practices.
 - ii. New home plates installed at Braem and Rogers softball fields.
 - iii. Weed management as needed at athletic facilities.
 - iv. Hackman, GP West, and GP East have been repaired from tournament damage. Sprayed lips, edged, and trimmed.
 - v. Windscreen installed to enclose dugouts at Rogers, Lee, GP East & West, and Reeths fields.
 - vi. Irrigation head repairs as needed. Watering athletics fields as needed.
 - vii. Over seeding as needed. Spring Green summer weed and feed performed early July on irrigated athletic fields.
 - viii. New dugout roofs installed at Rogers and Lee softball fields.
 - ix. Daily gameday field preparations at Braem, Fairgrounds, and SJ Miller facilities.
 - x. Vandalism repairs at Hackman baseball field.
 - b. Special Events
 - i. Hub City Concerts Series- Attendance 250-500
 - ii. Private Rentals-8 Rentals in May and June
 - iii. Dairyfest- Very well attended, event successful, no issues
 - iv. Kick-off to Summer- 200+ in attendance, 95.5 WIFC handouts, turned on fountain, successful
 - c. Volunteers
 - i. Prevail Bank did a clean-up day on June 19th
 - d. Parks
 - i. Pool is up and running, daily maintenance as needed
 - ii. Full summer staff with about 15 maintenance staff during winter season and 30 during summer. Summer staff performs many misc. projects such as; string trimming, brush hauling, weed control, ball field prep, special events assistance, staining, garage and litter pick up.
 - iii. Mowing operations are being performed, mowing park areas about once every two weeks.
 - iv. We had a heavy stretch of vandalism in early June, things have calmed down as of late.
2. Forestry
 - a. Performing routine landscape bed weed control
 - b. EAB injections in progress
 - c. Installed grow tubes on trees planted in Braem Park for Arbor Day
 - d. Planted memorial trees
 - e. Watering trees planted within the last two years
 - f. Submitted mid-term grant update to WI DNR
 - g. Fielding homeowner tree maintenance requests
3. Zoo
 - a. Current zoo hours are 7:30am to 7:30pm.
 - b. Ruby, our female mountain goat, unfortunately passed away due to complications from labor. We are currently working with the Dakota Zoo to determine how to proceed with Hemlock, the male. He is currently doing well on his own.
 - c. Work on bison pasture area and shelter has begun. New fencing/shed area will be finished by end of summer.
 - d. Summer camps have begun and all hit or exceeded capacity!

- e. Wild Wednesdays have begun and are having a great turn out-thanks to the Zoo Society for their sponsorship.
- f. Sandhill Wildlife Area donated seven bison to the zoo when culling their herd.
- g. Thunder has seen improvement from beginning his new arthritis regime but unfortunately, we can only delay the onset of it worsening.
- h. Three interns have started and are doing well.

D. Cemetery

1. There were 11 burials in May (2 traditional, 9 cremation).
2. There were 13 burials in June (1 traditional, 11 cremation, 1 crypt).
3. Two seasonal employees were hired to mow for the summer. Mowing operations are going well.
4. Pulled old bushes out of Veterans Field of Honor flag display area, filled with black dirt and planted grass. Added a few large, decorative rocks. Huge improvement. Schalows will be planting two small trees in that area this summer.
5. Cemetery tours were held on Fri, May 26th for the elementary schools. They had beautiful weather that day.
6. Memorial Day ceremony held at Veterans Field of Honor on Mon, May 29th. The weather was great and there was a huge attendance.
7. Marked out 20 graves for Marshfield Monument to place new headstones.
8. Measured and marked out 24 spaces toward the back of the cemetery for Nikolai to dig and pour a concrete foundation for a private family mausoleum going in this summer/fall.
9. Filled in and seeded current and older, sunken graves. Moved headstones back from recent burials.
10. Mowed the City's portion of the back field. This is generally done twice per summer.
11. There were 6-8 fawns born in the cemetery this spring/summer.
12. Staff worked at the zoo to dig out the old bison feeding area and tear down the old shelter. A concrete pad was poured with the help of park staff.

E. Director

1. Braem Park & Pickleball
2. Fairgrounds Expo Building
3. Jurustic Park
4. CORP
5. Wenzel Restrooms
6. CIP

F. Parks, Recreation & Forestry Committee (items for future agendas)

1. Friends of the Trails and Parks & Recreation coordinating efforts together (Tompkins).

12. NEXT MEETING: Wednesday, August 9, 2023 at 5:30 p.m.

13. ADJOURNMENT: White adjourned meeting at 7:50 p.m.

Respectfully Submitted,

Amy Beauchamp
Technical Services Coordinator

Economic Development Board Meeting
July 13, 2023

Present: Mary Jo Wheeler-Schueller, Ken Bargender, Tom Buttke, Lyle Lang, John Tracy, Andrew Reigel (via Zoom),

Absent: Russ Stauber, Paul Kapla

Others Present: Steve Barg, City Administrator; Natalie Delo, Administrative/Permit Specialist; Jordan Munger, Accounting Manager; Josh Miller, Cedar Corp; Nicki Anderson, Parks & Recreation; Karen Olson, MACCI; Denise Sonnemann MACCI; Tom Loucks, Communication Director; Justin Casperson, Director of Parks and Recreation; Kaelie Gomez, Main Street Marshfield; Justin Grueneberg, Wood County; Brandon Bodendofer, On Focus; and others.

Chairperson Wheeler-Schueller called the meeting to order at 7:30 a.m.

EDB23-28 Buttke moved and Reigel seconded the motion to approve the June 8, 2023 regular meeting minutes.

All ayes.

Motion carried.

EDB23-29 Reigel moved and Buttke seconded the motion to approve the June 15, 2023 special meeting minutes.

All ayes.

Motion carried.

Chairperson Wheeler-Schueller welcomed John Tracy to the board.

Conflicts of Interest

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

Citizen comments

Barg updated the board on the Utility Transfers for General Government Utilization Policy 4.320 that was approved at the Council meeting. The money will directly go to the Council instead of directly to Fund 205, but the budget process will remain the same for the EDB.

The Council had the first reading of an ordinance to change membership for the Utility Commission. If passed, the ordinance would expand the commission to 7 members, with two council members included.

Chairperson's Comments

Wheeler-Schueller stated she is a mover and a shaker and will go out to the community and ask questions. She would like those who have questions to reach out to her.

Board member's Comments

None

205 Fund balance sheet update

Barg shared the updated balance sheet with the board. Not much change from last month. No questions were asked by the Board at this time.

Presentations from Economic Development partners for the 2024 Budget request

Karen Olson from MACCI requested \$53,000.

EDB23-30 Buttke moved and Lang seconded the motion to approve the MACCI budget requested at \$53,000.

All ayes.

Motion carried.

Kaelie Gomez from Main Street Marshfield requested \$25,000.

Ordinance with the Food Trucks with the Farmer's Market discussion on that change at the City level. Wheeler-Schueller suggested working with the Marshfield High School for saving costs on the flowers. Facade Program to have a hard deadline to help in the future.

Tracy commended the Main Street on the work they do. He stated he is in favor of beautifying downtown. Lang stated that it is important to have a program in place for the planters and green space downtown and with how large those planters are, the amount of \$136.00 per planter is not a big ask.

Buttke would like the budget broken down more.

EDB23-31 Bargender moved and Lang seconded the motion to approve the Main Street Marshfield budget requested at \$25,000.

All ayes.

Motion carried.

Nicki Anderson from Parks and Recreation requested for 40% for the next 4 years.

EDB23-32 Buttke moved and Bargender seconded the motion to approve the Park and Recreation budget requested at 40% for the next 4 years.

All ayes.

Motion carried.

Tom Loucks from Communications made a request for Local Business Matters for equipment of \$5,000.

Buttke would like to give \$6,000 for all the work that they do.

Bargender asked how Communications can manage with the time that is needed to do these projects.

Loucks stated he would like better equipment would help with time.

EDB23-33 Lang moved and Buttke seconded the motion to approve the Communications department requested for \$5,000.

All ayes.

Motion carried.

Review results of June 15th joint meeting with Council and discuss next steps

Barg stated that Wheeler-Schueller suggested that we create a committee to look at housing issues and to make recommendations to the EDB and Council. Mary Jo Wheeler-Schueller, Ken Bargender, Ed Wagner and Derek Wehrman have agreed to serve on this committee.

Review the list of economic development grant requests sent to Wood County

Barg stated that we have 8 requests for Wood County Economic Development Grants.

Grueneberg spoke on the process of the grant program. On July 27th, decisions will be made on the grants. \$1.2 million has been requested, and no decisions have been made on how much will be granted for the funding. Final approval is in November with the County's budget.

Andrew Reigel left meeting at 9:01am

Update on recommended changes to the Economic Development Board bylaws

Wheeler-Schueller offered to our new board member John Tracy if he would like to be a part of the group to review the bylaws. He was just handed them at this meeting and will reach out to Wheeler-Schueller if interested.

Report on issues related to necessary electrical work at the fairgrounds property

Wheeler-Schueller stated that Dale Christianson has neglected the electrical work for many years. Wheeler-Schueller applied for a grant personally because Dale Christiansen did not help with funding the neglected work.

Wheeler-Schueller also stated that this is economic development, because it affects those coming to our community and will visit other businesses in town. She stated we need to work together to get that Fair going, and we are a part of that piece of the puzzle.

Buttke stated that since Justin Casperson has started, he has gotten a lot of things done. Buttke also stated that the Fairgrounds Commission isn't informed when there are issues.

Project Updates

- Marshfield Mall – Five Below is open, work continues on Ross Dress for Less and Hobby Lobby
- Weinbrenner Shoes – Josh Miller is working with them.
- Possible housing projects – Barg updated on some prospects, and noted that approval with Cedar Corp to create a new TIF district, including a multifamily project, is a possibility

Economic development activity updates

Jason Grueneberg updated on the following:

- Broadband Focus with a Digital Equity Solutions team for a strategy for the County
- Marketing for Economic Development with Discover Media Works
- Wood County Economic Development Roundtable to meet with North and South Wood County including sub-groups like Broadband, Quality and Place, Housing

Next meeting date and items for future agendas

Facade Program

Dale Christianson from the Fair to attend.

The next meeting will be on Thursday, August 3rd 2023 at 7:30 a.m.

With no other business before the Board, Buttke moved and Bargender seconded a motion to adjourn. Without any objection, Wheeler-Schueller adjourned the meeting at 9:16 a.m.

Respectfully submitted,



Natalie Delo
Administrative/Permit Specialist

JUDICIARY AND LICENSE COMMITTEE
MINUTES OF AUGUST 1, 2023

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

PRESENT: Alderpersons Brian Varsho, Ed Wagner, and Rebecca Spiros

EXCUSED: None

ALSO PRESENT: Mayor TeStrake, Chief Geurink, and City Clerk Schiferl

CITIZEN COMMENTS: None

JLC23-035 Motion by Varsho, second by Spiros to approve the minutes of the July 18, 2023 meeting.

Motion carried

JLC23-036 Motion by Varsho, second by Spiros to approve by application for Class “B” fermented malt beverage license and Class “C” wine license for Grey Dog, LLC; Agent Joshua Shamrowicz, 113 East 4th Street.

Motion carried

Future Agenda Items

- None

There being no further business, Alderperson Wagner adjourned the meeting at 5:05 p.m.

Respectfully submitted,

Jessica Schiferl
City Clerk

FINANCE, BUDGET AND PERSONNEL COMMITTEE
MINUTES OF AUGUST 1, 2023

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

PRESENT: Alderpersons Brian Varsho, Ed Wagner, Rebecca Spiros, Andrew Reigel

ABSENT: Natasha Tompkins

ALSO PRESENT: Mayor TeStrake, City Personnel (Steve Barg, Sarah Dresel, Pete Fletty, Steve Bakos, Everett Mueller, Jordan Munger and Jessica Schiferl)

Identify potential conflicts of interest: None

Citizen Comments

- None

FBP23-091 Motion by Wagner, second by Reigel to approve the items on the consent agenda:

1. Minutes of the July 18, 2023 meeting.
2. Bills in the amount of \$1,379,107.12 and Payroll in the amount fo \$1,073,961.64
3. Monthly Position Control Report
4. Report of Personnel Actions

Motion carried

FBP23-092 Motion by Varsho, second by Reigel to recommend Council approval of Budget Resolution No. 20-2023, repairs for Fire Truck #1.

Motion carried

FBP23-093 Motion by Wagner, second by Varsho to recommend Council approval of Budget Resolution No. 22-2023, increasing the 2023 budget for UWSP-Marshfield capital projects by \$1,556.

Motion carried

FBP23-094 Motion by Reigel, second by Varsho to recommend Council approval of agreement for EMS billing and collection services with EMS/MC (formerly LifeQuest).

Motion carried

FBP23-095 Motion by Varsho, second by Reigel to recommend Council approval of an increase in the sale price of land in the City's business and industrial parks to \$20,000/acre, effective January 1, 2024.

Ayes – 3, Nays – 1 (Wagner)

Motion carried

FBP23-096 Motion by Wagner, second by Reigel to recommend Council approval of a job description and pay range for the position of Assistant City Administrator/Community Development Director.

Motion carried

Staff report – quarterly update on the City's shared-ride taxi service.

FUTURE AGENDA ITEMS

- None

Motion by Reigel, second by Varsho to adjourned the meeting at 6:05 p.m.

Respectfully submitted,

Jessica Schiferl
City Clerk



MEMORANDUM

DATE: August 1, 2023
TO: Finance, Budget, & Personnel Committee
FROM: Jennifer Selenske, Finance Director
RE: Contract renewal for ambulance billing and collections services

Background

In 2017, the Council approved outsourcing Ambulance Billing to LifeQuest on a three year contract. Ambulance Billing had previously been conducted in-house by a total of 1.0 FTE. In May of 2020, the contract was extended for an additional three years. The contract expired on May 23, 2023 but was renewed for ninety days as LifeQuest was purchased by a new company, EMS|MC, and time was needed to thoroughly review a new contract.

Analysis

The terms of the contract with EMS|MC are not materially different than the contract with LifeQuest. Fees for services will remain at the same rate. The City's attorney has reviewed the contract and all recommendations were incorporated in the final version enclosed in the packet.

The initial term of the agreement will begin upon approval and continue for three years and shall automatically renew on the same terms and conditions for successive one year terms unless either party gives written notice of intent not to renew.

Recommendation

Staff recommends that the FBP Committee recommend Council approval to execute a new contract with EMS|MC for ambulance billing and collection services.

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement") is entered into this _____ day of _____ 2023, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF MARSHFIELD, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing up to three patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to an outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all “Completed Claims” to the applicable third-party payer. A “Completed Claim” is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within five (5) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days’ prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

h. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

i. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

j. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

k. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no

obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow EMS|MC to carry out its billing and other duties under this Agreement; and
- vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client ("Users") with access to EMS|MC Web Portals (the "Portals"), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the

individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User's rights; (iii) monitoring Users' access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User's compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User's employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User's access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User's access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User's access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 5.9% percent of "Net Collections" as defined below (the "RCM Fee"). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney's offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient's account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client's transports, less refunds processed or any other necessary adjustments to those amounts.

b. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 26% percent of "Net Collections" for "Delinquent Accounts". Delinquent accounts shall mean any account that has exhausted the 30, 60, 90-day invoice cycle with a remaining balance on the 120th day.

c. The RCM Fee is referred to as the "Compensation".

d. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The

Compensation amount reflected on the invoice shall be paid in full by the 30th day of the month in which the invoice is first presented to Client (the “Payment Date”). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed “undisputed” for all purposes of the Agreement. All invoices are to be paid directly from Client’s banking institution to EMS|MC via ACH draft initiated by EMS|MC into EMS|MC’s bank account.

e. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client and set forth in Exhibit A, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

f. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on May 24, 2023 and shall thereafter continue through May 23, 2026, (“Initial Term”). This Agreement shall be binding upon the parties hereto and their respective successors, assigns, and transferees. The Agreement shall automatically renew on the same terms and conditions as stated herein, for successive one (1) year terms (each a “Renewal Term”), unless either party gives written notice of intent not to renew at least 60 days before expiration of any term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below. (The Initial Term and any Renewal Terms are referred to as the “Term”.)

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. Immediate Termination. Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General ("OIG") Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client's continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination

of this Agreement, whatever the reason, and ending one (1) year after the date of termination of this Agreement (the "Restricted Period"), Client shall not, without EMS|MC's prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC's employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* Public Records. Client is a municipal corporation subject to the Wisconsin public records law. EMS|MC agrees to provide any and all records related to the services provided under this Agreement available to Client as soon as practicable and without delay upon request of City for any period of time the Vendor maintains such records. EMS|MC shall have the right to deny the release of any record that would qualify for an exemption under the public records law including any records EMS|MC determines is protected under HIPPA or is proprietary. EMS|MC also agrees to maintain all records directly related to its services provided under this Agreement during the term of this Agreement or any extension thereof and for an additional period of seven (7) years after the termination of this Agreement or any extension thereof. Further, EMS|MC agrees to defend, indemnify and hold the Client harmless from any claims, damages and causes of action including payment of actual attorney's fees incurred by Client resulting from the EMS|MC breach of this section of this Agreement.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities

permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission

of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. To the fullest extent allowed by law, and notwithstanding any statute of limitations, statute of repose, or other legal time limit to the contrary, no Claim shall be brought by Client against EMS|MC after the earlier of the following to occur (the "Claim Time Limit"): (i) the time period for bringing an action under any applicable state or federal statute of limitations; one (1) year after the date upon which Client discovered, or should have discovered, the facts giving rise to an alleged claim; or (ii) two (2) years after the first act or omission giving rise to an alleged claim. Any Claim not brought within the Claim Time Limit is waived. The Claim Time Limit applies, without limitation, to any Claim brought in arbitration under the arbitration clause below, and shall be deemed to have been satisfied if an arbitration demand asserting such Claim is received by the American Arbitration Association (or other arbitration administrator as may be mutually agreed on by EMS|MC and Client) within the Claim Time Limit. Notwithstanding the foregoing, if a Claim has been asserted in arbitration within the Claim Time Limit, a proceeding in court to confirm, enforce, vacate, modify, correct, or amend an arbitration award resulting from such arbitration may be brought outside the Claim Time Limit as long as it is brought within the time period required by applicable law.

g. To the fullest extent allowed by law, EMS|MC and Client waive claims against each other for consequential, indirect, incidental, special, punitive, exemplary, and treble damages, and for any other damages in excess of direct, compensatory damages including, but not limited to, loss of profits, loss of data, or loss of business, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise, even if a party has been apprised of the possibility or likelihood of such damages occurring (the "Non-Direct Damages Waiver").

h. Subject to the Liability Cap, the Claim Time Limit and the Non-Direct Damages Waiver, EMS|MC agrees to indemnify, hold harmless, and defend Client, with reasonably acceptable counsel, from and against any fines, penalties, damages, and judgments that Client becomes legally obligated to pay to a third party proximately caused by EMS|MC's gross negligence or willful misconduct. Provided, however, that this indemnity is subject to the following further conditions and limitations: (i) Client must provide prompt written notice to EMS|MC of the matter for which indemnity is or may be sought, within such time that no right of EMS|MC is prejudiced, and in no event no later than thirty (30) days after Client first becomes aware of the facts that give rise or may give rise to a right of indemnity; (ii) Client must allow EMS|MC the opportunity to direct and control the defense and handling of the matter for which indemnity is or may be

sought; (iii) Client must not agree to any settlement or other voluntary resolution of a matter for which indemnity is or may be sought without EMS|MC's express consent; and (iv) Client shall not seek or be entitled to indemnify for amounts that Client reimburses or refunds to Medicaid, Medicare, any governmental entity, any insurer, or any other payer as a result of medical services or medical transportation services for which Client should not have received payment in the first place under applicable rules, regulations, standards and policies. Client waives all rights of indemnity against EMS|MC not in accordance with this subsection.

i. Any dispute between the parties shall be venued in the Wood County Circuit Court and EMS|MC and Client hereby expressly agree to such jurisdiction.

j. The prevailing party in any action at law between the parties shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

12. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party. Any purported assignment in violation of this Section 12(b) shall be null and void.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after

the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of Marshfield
207 West 6th Street
Marshfield, WI 54449

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wisconsin, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal (“RFP”) from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Marshfield

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment 1 Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2023, by and between the City of Marshfield hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does **not** include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been

given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (*e.g.*, a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual’s request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual’s representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual’s request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual’s request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity’s compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity’s computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual’s representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

1. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Marshfield

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Marshfield Memorandum

DATE: July 28, 2023
TO: Finance, Budget & Personnel Committee
FROM: Steve Barg, City Administrator
RE: Request to increase asking price of the City's business and industrial land

Background

Historically (more than my 12 years), the City has offered its business and industrial park land at a price of \$10,000/acre. During a recent review of the “after development” value of land in Yellowstone Industrial Park that a developer was considering buying, the City Assessor noted that a better estimate of actual land value was \$19,000/acre. Staff believes that the City should raise its asking price for business/industrial park land commensurate with the market value, understanding that the City could always choose (as has been done often in the past) to refund the purchase price upon project completion, if it provides the desired benefits (tax base, jobs, etc.) Because discussions are ongoing on a few potential development projects, staff recommends that the increase not take effect for a few months to allow time for these discussions to be completed.

Recommendation

Staff recommends that the Committee recommend Council approval to raise the asking price for its business and industrial park land to \$20,000/acre, effective January 1, 2024. (NOTE: This will also be brought to the August 3rd EDB meeting for the Board's review and recommendation.)

JOB DESCRIPTION

Job Title:	Assistant City Administrator/ Community Development Director	Department:	Administration
Job Code:		Pay Range:	\$107,619.20 - \$129,147.20
Supervisor:	City Administrator	Exempt Status:	Exempt

JOB SUMMARY

This position will assist the City Administrator in directing and supervising departments and the development and coordination of City functions and programs. This position is the department head for Development Services. Responsibilities for the department include leadership oversight, planning, budgeting and coordination and management of the department. Oversight of other departments will be assigned by the City Administrator and duties will include assisting in the preparation of the City and Department budgets, project management and strategic planning. This position reports to the City Administrator.

ESSENTIAL JOB FUNCTIONS

1. Assists the City Administrator, Mayor and Common Council by developing work plans and strategies to meet the organization's needs; develops and directs the implementation of goals, objectives, policies, procedures and work standards to ensure success.
2. Serves as an advisor to the City Administrator, Mayor, and Common Council on changes and interpretations of laws, guidelines, policies and procedures.
3. Provides leadership and oversight to the Development Services Department including direction and goals for operating the department, project management and budget oversight including operating budgets and capital improvement plans. Supports staff and other agencies and groups to ensure that the objectives of the department are being performed in the most efficient manner possible.
4. Provides leadership and management to all assigned Directors and Department Heads. Directs staff on complex work and interpreting the application of policy and procedure.
5. Serves as a representative to outside partners to foster mutually beneficial and cooperative relations, coordinating procedures and finding solutions to complex issues, serving as staff liaison to boards, committee's and commissions as assigned.
6. Submits recommendations and/or suggestions regarding improvement of the administration of the City; develops and maintains standard operating procedures and suggests changes to City ordinances where appropriate.
7. Researches, interprets, and stays current with National, State, and local legislative and political initiatives and changes, as well as business developments and opportunities, and summarizes and shares information and analysis with the City's Directors/Department Heads and Common Council.
8. Is responsible for the development, implementation, and updating of the City's Comprehensive Plan, Economic Development Action Plan, Downtown Master Plan, Comprehensive Outdoor Recreation Plan, other special plans and planning proposals to direct growth and redevelopment within the community.

9. Manages and coordinates economic development activities between City, EDB, CDA, MACCI, Main Street and BID with the objective to plan, coordinate and implement economic development and redevelopment.
10. Project Management duties to include communicating and coordinating activities with Economic Development, Planning, Inspection Services, the Development Review Team and EDB. Partnering with the City Administrator, adjacent communities, private entities, citizens, county government, State and Federal agencies, and regional planning agencies to reduce redundancy and increase efficiency related to economic development.
11. Recommends actions to the EDB, Plan Commission, Zoning Board of Appeals, Town of McMillan Joint Plan Commission, Historic Preservation Committee, and Common Council to comply with issues related to development.
12. Represents the City in meetings and administrative hearings and before the media associated with planning and economic development.
13. Assists in the preparation of applications for various federal and state grant programs. Oversees the administration of funds once they are awarded to the City to comply with provision of grant awards.
14. Reviews and meets ongoing competency requirements of the role to maintain the skills, knowledge and abilities to perform, within scope, role specific functions.
15. Regular attendance is required in order to carry out the essential functions of the position.

ADDITIONAL DUTIES

1. Other duties as assigned.

JOB QUALIFICATIONS

EDUCATION

Bachelor's degree in business, public administration, business administration, planning or other closely related field is required.

Master's Degree in Public Administration or closely related field preferred but not required.

For positions requiring education beyond a high school diploma or equivalent, educational qualifications must be from an institution whose accreditation is recognized by the Council for Higher Education and Accreditation.

EXPERIENCE

Minimum Required: 5-8 years of progressively responsible professional level experience in planning or economic development to include project management, planning, and grant writing, economic development, real estate or community development. 5 or more years of supervisory experience.

Preferred/Optional: Combination of education, training and experience that is equivalent in knowledge, skills and abilities needed to perform the tasks and duties of the position.

CERTIFICATIONS/LICENSES

The following licensure(s), certification(s), registration(s), etc., are required for this position. Licenses with restrictions are subject to review to determine if restrictions are substantially related to the position.

Minimum Required: None

Preferred/Optional: AICP desired.

KNOWLEDGE/SKILLS/ABILITIES

Ability to direct and supervise staff with a variety of skillsets. Working knowledge of the principles, practices and administration of urban and regional planning; knowledge of the building inspection process and related construction fields; knowledge of the methods and procedures in establishing and maintaining zoning ordinances; knowledge of the principles of budgeting; ability to communicate effectively, verbally, and in writing.

EXCLUSION FROM FEDERAL PROGRAMS

Certain employees (Fire Department, Administration, and Finance employees) may not at any time have been or be excluded from participation in any federally funded program, including Medicare and Medicaid. This is a condition of employment. Employee must immediately notify his/her manager if he/she is threatened with exclusion or becomes excluded from any federally funded program.

ORGANIZATIONAL CORE VALUES

- Professionalism
- Integrity
- Customer Service
- Respect
- Teamwork
- Accountability

The statements above are intended to describe the general nature and level of work being performed by the person assigned to this position. Essential job functions are intended to describe those functions that are essential to the performance of this job, and additional job functions include those that are considered incidental or secondary to the overall purpose of this job.

This job description does not state or imply that the above are the only duties and responsibilities assigned to this position. Employees holding this position will be required to perform any other job-related duties as requested by management. All requirements are subject to possible modification to reasonably accommodate individuals with a disability.

CREATED BY:

DATE MODIFIED:

TO: Plan Commission
FROM: Bryce Hembrook, AICP, Planner
DATE: July 18, 2023

RE: Rezoning Request by Samantha Miller, representing Denyon Homes, to rezone a portion of parcel 33-06973 from “TR-6 Two-Family Residential” to “MR-12” Multi-Family Residential.

Background

The applicant is planning on subdividing the subject parcel, as well as the lot to the north, to create single-family lots, two-family lots, and lots intended for townhouses. The subject parcel is currently zoned “TR-6” Two-Family Residential and the applicant intends for the majority of the parcel to remain “TR-6” because single-family and two-family land uses are allowed in the TR-6 district. The applicant is proposing to rezone the southeast corner (approximately 120’ by 475.5’) to MR-12 to allow for the construction of four townhouse buildings with four units each (16 total townhouse units).

<i>Existing Land Use</i>	<i>Zoning</i>
Vacant	Existing: TR-6 Two-Family Residential (TR-6) Proposed: MR-12 Multi-Family Residential (MR-12)

Adjacent Land Use and Zoning

<i>Existing Uses</i>		<i>Zoning</i>
North	Single-Family Residential	Single-Family Residential-4 (SR-4)
South	Mobile Home Park and Vacant Land	Mobile Home Residential-8 (MH-8)
East	Vacant Land	Two-Family Residential-6 (TR-6)
West	Single- and Two-Family Residential	Single Family Residential-4 (SR-4) Two-Family Residential-6 (TR-6)

Comprehensive Plan

<i>Land Use Recommendation</i>	<i>Land Use</i>
Future Land Use Map Recommendation	Medium Density Single-Family, Two-Family, and Townhouse (3-10 units per acre)

Analysis

According to the City of Marshfield 2017-2037 Comprehensive Plan Future Land Use Map, the subject property is identified as Medium Density Single-Family, Two-Family Residential, and Townhouse (3-10 units per acre). The district is intended to accommodate low to medium density residential development and may include two-family buildings and townhome developments. It is important to note that 3-10 units is the preferred density, but densities can be lower or higher than the preferred density in certain situations. When figuring out the density, the calculation should look at the entire block and any existing or proposed rights-of-ways shall be excluded from the land area calculation.

The applicant is proposing to rezone a portion of the subject property to MR-12 Multi-Family Residential and keep the remaining portion zoned as “TR-6” Two-Family Residential. The proposed rezoned area can be found on attachment 4. The “MR-12” Multi-Family Residential District is intended to create, preserve, and enhances areas for multi-family uses in small buildings at medium densities, up to 12 dwelling units per acre.

The following land uses are permitted by right in the “MR-12” zoning district:

- Single Family
- Two Flat
- Twin House
- Duplex
- Townhouse (3-4 units per building)
- Multiplex (3-4 units per building)
- Apartment (3-4 units per building)
- Community Garden
- Small Scale Indoor Institutional
- Outdoor Open Space Institutional
- Passive Outdoor Recreation
- Active Outdoor Recreation
- Essential Services
- Small Scale Public Services and Utilities
- Community Living Arrangement (1-15 residents)
- Communication Antenna

The following land uses are permitted by conditional use in the “MR-12” zoning district:

- Townhouse (5-8 units per building)
- Multiplex (5-12 units per building)
- Apartment (5-12 units per building)
- Large Scale Indoor Institutional
- Institutional Residential
- Community Living Arrangement (16+ residents)
- Bed and Breakfast
- Boarding House
- Group Daycare Center
- Communication Tower

The subject property is approximately 16.24 acres; however, the portion that is proposed to be rezoned is approximately 1.3 acres. The total area of the portion of the parcel that is proposed to be rezoned to multi-family is approximately 8% of the existing parcel. As the concept plan is currently proposed, the density would be approximately 12.3 units per acre which is slightly higher than the desired density in the MR-12 district and future land use designation. However, as mentioned above, staff generally considers the density of the surrounding area and block for determining if the density is appropriate in the specific location. The density in the surrounding neighborhood and the townhouse area will be somewhere between 4-6 units per acre if the proposed subdivision is fully completed as shown on the conceptual plan. Please note that the plans could change and that the conceptual plan is not final. However, the applicant is planning on submitting for a preliminary plat review in upcoming months.

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, Wisconsin Department of Natural Resources, and the Federal Emergency Management Agency (FEMA).

The request does not adversely affect the purpose and intent of Section 18-03. The City does not anticipate any issues with the zoning ordinance or applicable state or federal standards.

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

The Future Land Use Map in the Comprehensive Plan identifies the subject property as Medium Density Single-Family, Two-Family, and Townhouse (3-10 acres per unit). The applicant intends to build townhomes and the current conceptual plan shows that the proposed density would be under 6 units per acre. One of the recommendations listed under Goal 4-5 of the Comprehensive Plan suggests “encouraging developer to include a variety of housing styles such as townhomes, duplexes, and condos as well as moderately priced single-family homes and the development of 3-bedroom rentals.” The developer is interested in providing a mixture of single-family, duplexes, and townhomes in this area.

One thing to keep in mind is that approving this rezoning does not approve the conceptual plan and the development plan could change in the future. If the rezoning is approved, the developer, or a different developer, could decide to build apartments (3-4 units permitted by right) or any other permitted use instead, if all zoning code requirements are met. Overall, staff believes that this zoning district is appropriate in the proposed location and is consistent with the recommendations in the Comprehensive Plan.

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

The total area of the portion of the parcel that is proposed to be rezoned to multi-family is approximately 8% of the existing parcel and is located in the southeast corner of the property. Generally, the area directly next to proposed rezoned area is currently vacant or there are plans for future single- or two-family residential development. There is also a mobile home park located to the southwest of the proposed area and the density of the mobile home park will likely be higher than the density of the future townhouse development, or any future multi-family development that would be able to meet zoning code requirements. The majority of the existing parcel is proposed to remain available for single- and two-family residential development. This area appears to be an appropriate location for medium density townhomes and could potentially assist in the future development of the vacant lands to the south and east of the property due to the proposed installation of streets and utilities in this location.

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 comprehensive plan shows the property as being located in the Medium Density Single-Family, Two-Family, and Townhouse (3-10 units per acre) Residential district and the “MR-12” Multi-Family Residential District appears to be consistent with the Future Land Use Map. The Housing Study has indicated that the City needs townhouses and this is a suitable location for townhouse or a similar lower density multifamily development. It should be noted that if the property is rezoned there is no guarantee that townhouses will be constructed.

Plan Commission Options

The Plan Commission can make the following recommendations:

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

Recommendation

APPROVE the Rezoning Request by Samantha Miller, representing Denyon Homes, to rezone a portion of parcel 33-06973 from “TR-6 Two-Family Residential” to “MR-12” Multi-Family Residential and direct staff to prepare an ordinance for Common Council consideration.

Attachments

1. Location Map
2. Zoning Map
3. Rezoning Report
4. Conceptual Plan

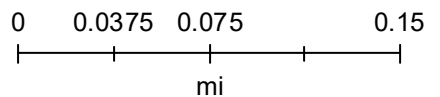
Public hearing occurred at July 18th Plan Commission meeting. 1 member of the public mentioned concerns of drainage and density. Plan Commission recommended approval and directed staff to prepare an ordinance.



City of Marshfield GIS Map

Author: City of Marshfield

Printed: 7/14/2023



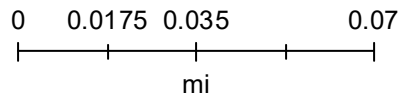
This is not a legal survey document. This map was compiled by the City of Marshfield's Geographic Information System based on interpretation of resources to the date printed herein.
Sources: City of Marshfield GIS Department



City of Marshfield GIS Map

Author: City of Marshfield

Printed: 7/14/2023



This is not a legal survey document. This map was compiled by the City of Marshfield's Geographic Information System based on interpretation of resources to the date printed herein.
Sources: City of Marshfield GIS Department



City of Marshfield Planning Commission Rezoning Report

Agenda Date: 7/18/23
Applicant: Samantha Miller
Owner(s): Allan P. Nikolai

Parcel Numbers: 3306973 (Southeast portion)
Jurisdiction: Aldermanic District 7
Location: Located to the south of Green Acres Subdivision, north of Greenway Terrace Marshfield Mobile Home Park, and east of Washington Avenue
Approx. Size of Rezoned Area: 56,808 square feet or 1.3 acres (portion proposed to be rezoned)
Land Use Plan: Medium Density Single-Family, Two-Family, and Townhouse (3-10 units per acre)
Accessibility: No. Streets will be proposed as a part of an upcoming Subdivision Plat Review. No development will occur until a street is completed.
Utilities: No. Storm sewer, sanitary sewer, water, and electric utilities will be proposed as a part of an upcoming Subdivision Plat Review. No development will occur until the utilities are installed.

Present Zoning: "TR-6" Two-Family Residential
Zoning Requested: "MR-12" Multi-Family Residential
Existing Land Use: Vacant
Proposed Use: The area proposed to be rezoned is intended for townhouse development. The remaining portion of the parcel will be intended for single- and two-family lots.
Extension of Zone: No, but the future land use map identifies this parcel as Medium Density Single-Family, Two-Family, and Townhouse (3-10 units per acre) and the proposed zoning district and concept plan show that the proposed development will align with the future land use district designation. The portion of the property that is proposed to be rezoned is located near TR-6 Two-Family Residential and MH-8 Mobile Home Residential. Staff believes this transition of zoning districts is appropriate in this location.
History of Zoning: Prior to the 2013 City-wide rezoning the property was zoned "R-6" Medium High Density Residential. Since the 2013 City-wide rezoning, the property became "TR-6" Two-Family Residential.
Surrounding Land Use and Zoning: North: Single-family – Zoned "SR-4"
East: Vacant land – Zoned "TR-6"

South: Mobile Home Park and Vacant Land – Zoned “MH-8”

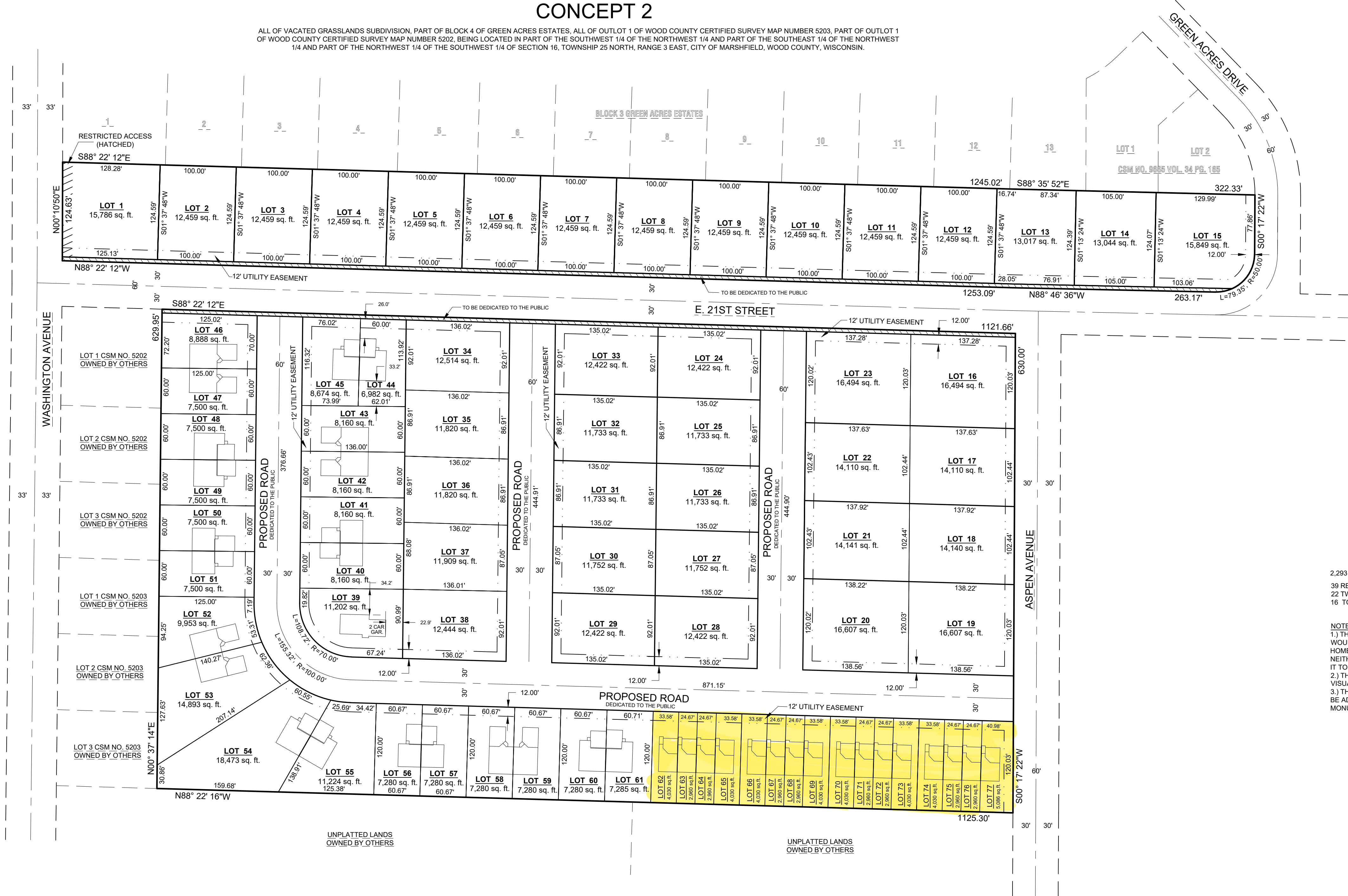
West: Single- and two- family – Zoned “SR-4” and “TR-6”

Neighborhood Context:

The subject property is located in an area that consists of single- and two-family residences and a mobile home park to the south. This area is intended for medium density residential.

CONCEPT 2

ALL OF VACATED GRASSLANDS SUBDIVISION, PART OF BLOCK 4 OF GREEN ACRES ESTATES, ALL OF OUTLOT 1 OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 5203, PART OF OUTLOT 1 OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 5202, BEING LOCATED IN PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 25 NORTH, RANGE 3 EAST, CITY OF MARSHFIELD, WOOD COUNTY, WISCONSIN.

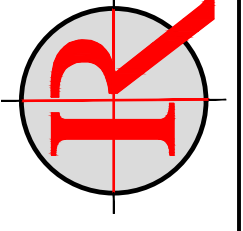


2,293 LINEAL FEET OF PROPOSED ROAD
 39 RESIDENTIAL LOTS
 22 TWIN HOME LOTS (11 TWIN HOMES)
 16 TOWN HOME LOTS (4 TOWN HOMES)

NOTES:
 1.) THE RESIDENTIAL LOTS MEET SR-3 ZONING AND THE TWIN HOMES WOULD MEET THE TR-6 ZONING AND AS FAR AS I CAN TELL THE TOWN HOMES WOULD NOT WORK WITH ANY ZONING THE CITY HAS, BUT NEITHER DID WESTONS ORIGINALLY. THEY CHANGED THEIR MULTIFAMILY IT TO MAKE IT WORK FOR THE DEVELOPMENT.
 2.) THE TWIN HOMES, TOWN HOMES AND HOUSE ARE JUST SHOWN FOR VISUALIZATION AND MAY BE CHANGED TO DIFFERENT HOUSE PLANS.
 3.) THIS CONCEPT IS BASED ON CALCULATE PROPERTY LINES AND WILL BE ADJUSTED ONCE WE SURVEY THE PROPERTY BASED ON FOUND MONUMENTATION.

PROJECT No.
4121

RIVERSIDE LAND SURVEYING LLC
 5310 WILLOW STREET, WESTON, WI 54476 PH 715-241-7500 - FAX 715-355-6894
 email - mail@riversidelandsurveying.com



REVISIONS:
 SURVEYED BY: KJW
 DRAWN BY: KJW
 CHECKED BY:
 APPROVED BY:
 DATE: JUNE 23, 2023

CONCEPT 2
 SECTION 16, T25N, R3E CITY OF
 MARSHFIELD, WOOD COUNTY, WISCONSIN

SHEET
1 OF 1

ORDINANCE NO. 1498

AN ORDINANCE REZONING A PORTION OF PARCEL 33-06973 FROM “TR-6 TWO-FAMILY RESIDENTIAL” TO “MR-12” MULTI-FAMILY RESIDENTIAL.

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 18th day of July 2023 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:

Of part of the Vacated Grasslands Subdivision, located in part of the Northwest ¼ of the Southwest ¼ of Section 16, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin described as follows:

Commencing at the West ¼ Corner of said Section 16; Thence South 00°40’22” West along the West line of the Southwest ¼, 658.14 feet; Thence South 88°21’18” East along the North line of Certified Survey Map Number 10307 and the extension thereof, 814.31 feet to the point of beginning; Thence North 01°38’42” East, 120.00 feet; Thence South 88°21’18” East, 473.42 feet to the West right-of-way line of Aspen Avenue; Thence South 00°16’45” West along said West right-of-way line, 120.03 feet to said North line of Certified Survey Map Number 10307; Thence North 88°21’18” West along said North line, 476.28 feet to the point of beginning.

Contains 56,982 sq.ft. or 1.308 acres more or less.

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: _____

Lois TeStrake, Mayor

APPROVED: _____

ATTEST: _____
Jessica Schiferl, City Clerk

PUBLISHED: _____

TO: Plan Commission
FROM: Bryce Hembrook, AICP
Planner
DATE: July 18, 2023

RE: Municipal Code Amendment Request by City of Marshfield to consider amending Sections 18-31 (Zoning District Regulations: MR-12 Multi-Family Residential), 18-32 (Zoning District Regulations: MR-24 Multi-Family Residential), and 18-55(5) (Residential Uses: Townhouse) to clarify minimum lot size and minimum lot width for townhouse units located on individual lots.

Background

The City adopted a new zoning code in 2013 and new code created a new townhouse definition and one issue that staff has noticed is that the minimum lot width, minimum lot area, and building coverage of lot requirements do not properly address individual townhouse lots. The zoning code allows for townhouse dwelling units to be located on individual lots or within a group development. However, it is not clear how to calculate the required lot width, lot area, and building coverage of lot for interior lots. Staff has recently received inquiries from potential townhouse developers and staff wants to amend the code language prior to any building permit submittals.

Analysis

The following is a brief summary of the recommended changes:

- Remove “All townhouse units within a development shall be located a minimum of 25 feet from the boundary of the development” from Section 18-55(5)(b) .
- Add “For townhouse buildings with individual lots per dwelling unit, all lots combined must meet the minimum lot width, minimum lot area, and maximum building coverage of lot standards as required in the underlying zoning district” to Section 18-55(5)(b).

Density, intensity, and bulk regulations are provided in a table for each zoning district. For example, the MR-12 zoning district states that the minimum lot width requirement is 100 feet. For a townhouse development where all units are located on the same property, this requirement is straightforward. However, for a townhouse development where all units are located on individual lots, this requirement is not ideal because it is unreasonable to assume that each interior townhouse would be 100 feet wide. Minimum lot width requirements are similar because this will essentially require all interior townhouse lots to be deep lots. Staff believes that the lot size, lot width, and building coverage of lot requirements for townhouse buildings with individual lots should be calculated the same as townhouse buildings on a single lot. In order to do so, staff recommends to add the following language to Section 18-55(5). Essentially, all of the

lots with a townhouse dwelling unit will be counted together when calculating the lot size, lot width, and building coverage of lot requirements. Staff believes that this was originally the intent of the code, but that it was not specifically stated.

Also, staff recommends to remove the requirement that “all townhouse units within a development shall be located a minimum of 25 feet from the boundary of the development”. Staff believes that setbacks should dictate the distance between the townhouse and neighboring properties just like all other residential land uses. This a requirement that staff was originally considering removing as part of the zoning code re-write project which was stalled due to staff turnover.

No changes to Sections 18-31 and 18-32 were necessary.

Plan Commission Options

The Plan Commission can make the following recommendations:

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

Recommendation

APPROVE the Municipal Code Amendment Request by the City of Marshfield to consider amending Sections 18-31 (Zoning District Regulations: MR-12 Multi-Family Residential), 18-32 (Zoning District Regulations: MR-24 Multi-Family Residential), and 18-55(5) (Residential Uses: Townhouse) to clarify minimum lot size and minimum lot width for townhouse units located on individual lots and direct staff to prepare an ordinance for Common Council consideration.

Attachments

1. Draft Redline Ordinance Language
2. Draft Ordinance Language

Public hearing occurred at July 18th Plan Commission meeting. No comments were made. Plan Commission recommended approval and directed staff to prepare an ordinance.

Section 18-55: Residential Land Uses

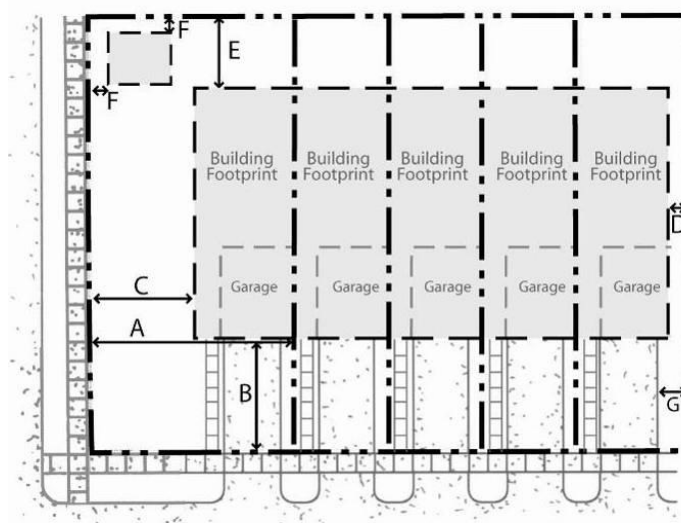
- (5) Townhouse: A Townhouse consists of attached, 2 story residences, each having a private, individual access. This dwelling unit type may be located on its own lot or within a group development. Each dwelling unit shares at least one common wall with an abutting dwelling unit.

Regulations:

- ~~(a)~~ No more than 8 and no less than 3 Townhouse dwelling units may be attached per building. ~~All Townhouse units within a development shall be located a minimum of 25 feet from the boundary of the development.~~
- ~~(a)~~~~(b)~~ For townhouse buildings with individual lots per dwelling unit, all lots combined must meet the minimum lot width, minimum lot area, and maximum building coverage of lot standards as required in the underlying zoning district.
- ~~(b)~~~~(c)~~ This dwelling unit type may not be split into additional residences.
- ~~(c)~~~~(d)~~ A Townhouse is permitted a zero foot setback along the common wall and/or lot line.
- ~~(c)~~~~(e)~~ Minimum required parking: 2 spaces per dwelling unit.
- ~~(c)~~~~(f)~~ This following figure is intended to provide a graphic depiction of the setback and dimensional requirements for Townhouse land uses. Specific requirements for Townhouses can be found in Article II under the density, intensity, and bulk requirements for each residential zoning district.

Key to Figure

- A Minimum lot width (at building minimum setback line)
- B Street setback (lot line to principal building or attached garage):
- C Corner lot (street side) setback (lot line to principal building or attached garage)
- D Side setback (lot line to principal building or attached garage)
- E Rear setback (lot line to principal building or attached garage)
- F Accessory building side and rear setback (lot line to accessory building)
- G Minimum pavement setbacks (lot line to pavement excluding driveways entrances and lots that are 50 feet wide or less)
- H Minimum principal building separation (multi-structure developments on shared lots)



ORDINANCE NO. 1499

An Ordinance amending Sections 18-55(5) (Residential Uses: Townhouse) of the Municipal Code Chapter 18, General Zoning Ordinance. These changes will clarify minimum lot size, minimum, and building coverage of lot requirements for townhouse units located on individual lots.

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

SECTION 1. Section 18-55(5) is hereby amended to read as follows:

- (5) Townhouse. A Townhouse consists of attached, 2 story residences, each having a private, individual access. This dwelling unit type may be located on its own lot or within a group development. Each dwelling unit shares at least one common wall with an abutting dwelling unit.
 - (a) No more than 8 and no less than 3 Townhouse dwelling units may be attached per building.
 - (b) For townhouse buildings with individual lots per dwelling unit, all lots combined must meet the minimum lot width, minimum lot area, and maximum building coverage of lot standards as required in the underlying zoning district.
 - (c) This dwelling unit type may not be split into additional residences.
 - (d) A Townhouse is permitted a zero foot setback along the common wall and/or lot line.
 - (e) Minimum required parking: 2 spaces per dwelling unit.
 - (f) This following figure is intended to provide a graphic depiction of the setback and dimensional requirements for Townhouse land uses. Specific requirements for Townhouses can be found in Article II under the density, intensity, and bulk requirements for each residential zoning district.

Note: Figure and Figure Key to remain as shown in the Code.

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: _____

Lois TeStrake, Mayor

APPROVED: _____

ATTEST: _____

PUBLISHED: _____

Jessica Schiferl, City Clerk

TO: Common Council
FROM: Bryce Hembrook, AICP
Planner
DATE: August 8, 2023

RE: Municipal Code Amendment Request related to Backyard Chickens

Background

At the November 2010 Plan Commission meeting, Sustainable Marshfield presented a draft ordinance that would allow up to 4 chickens on a single-family residential property. This topic was discussed in 2011 and did not receive approval. Since then, this topic has been discussed throughout the years but no changes have been made. At a February Common Council meeting, the Council directed staff to discuss a potential chicken ordinance at an upcoming Plan Commission meeting. The previous City Planner created a draft chicken ordinance in 2022 and the Plan Commission reviewed this proposed ordinance and held a public hearing to discuss the proposed ordinance.

Section 9-52(1) of the Municipal Code currently restricts residents (except in certain circumstances) from keeping chickens and other animals on their property. The proposed amendment would create a section within Chapter 9-52 to provide specific regulations regarding allowing chickens on single-family lots within city limits and the zoning code would be amended to list this “backyard chickens” as a new accessory land use in certain districts. The Plan Commission has decided to move forward with a proposed text amendment to allow backyard chickens.

Plan Commission Recommendation

A public hearing was held on Tuesday, April 18, 2023 and there were several public comments from individuals that were generally supportive of the ordinance and others who were opposed or had questions and/or concerns. Plan Commission discussed the item over the course of a few Plan Commission meetings and voted to recommend approval at the June 20, 2023 Plan Commission meeting and directed staff to create an ordinance for Common Council consideration.

Recommendation

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the August 22, 2023 Common Council meeting.

Attachments

1. Ordinance No. 1497
2. Ordinance No. 1497 - Redline

ORDINANCE NO. 1497

An Ordinance amending portions of the Municipal Code Section 9-52 (Animals and Fowl), creating Section 9-52(5) and amending portions of Chapter 18 (Zoning Code). These changes create an ordinance related to the keeping of backyard chickens and create a licensing procedure.

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

SECTION 1. Section 9-52(1) is hereby amended to read as follows:

Sec. 9-52. Animals and fowl.

- 1) *License required.* Except as provided in section 9-52 (5) of this chapter no person shall keep any horse, mule, donkey, pony, cow, pig, goat, sheep, swine, fowl, or animal raised for fur-bearing purposes within the city, except in an outlying district where there are no residences other than that occupied by the owner or occupant of the premises upon which such animals are kept and within a distance of 200 feet of the structure or fence housing or enclosing such animal, without a special written license therefore issued by the city clerk, after an inspection of the premises and a finding of fact to the effect that no nuisance will be created thereby. Such special license shall be issued for the keeping of such animals on any lot only in the following cases:
 - a. Where such animals were being lawfully kept on such lot prior to the enactment of the ordinance from which this section derives.
 - b. Where such animals were being lawfully kept on such lot after the enactment of the ordinance from which this section derives in an area in which there were no residences within a distance of 200 feet of the structure or fence enclosing such animals, and subsequently one or more residences were built, bringing the structure or fence housing the animals within the restricted distance.
 - c. As a condition to approval of the application, applicant must register their premises through the Wisconsin Livestock Identification Consortium at www.wiid.org or the Department of Agriculture, Trade, and Consumer Protection (DATCP). Proof of registration must be provided by the applicant upon request by the City.

SECTION 2. Section 9-52(3)d. is hereby amended to read as follows:

- d. Small animals and fowl.* Except as provided in section 9-52 (5) of this chapter, standards for enclosures for small animals and fowl shall be as follows:

1. *Structures.* No chicken coop, dovecote, dog kennel built for or intended for the use of more than two dogs, rabbit warren built for or intended for the use of more than two rabbits, or other yard or establishment where small animals or fowl are kept shall be maintained, nor shall more than two dogs, cats, rabbits, guinea pigs, nor any ducks, geese, chickens, or other fowl be kept, on any premises within the city limits, except in outlying districts where there is no tenement or apartment house; hotel; restaurant; boardinghouse; retail food store; building used for school, religious or hospital purposes; or residence other than that occupied by the owner or occupant of the premises upon which such yard, establishment or creatures are maintained or kept, within a radius of 200 feet of such yard or establishment or structure or area enclosing such creatures, without a special written license issued after an inspection of the premises and a finding of fact to the effect that no nuisance will be created thereby. Such special license shall be issued for the maintenance of any such yard or establishment or fowl or animals which were being lawfully maintained or kept on such lot prior to the enactment of the ordinance from which this section derives.
2. *Existing uses.* Where such yard or establishment or fowl or animals were being lawfully maintained or kept on such lot prior to the enactment of the ordinance from which this section derives in an area in which there were no such buildings or residences within a distance of 200 feet of the structure enclosing such animals, and subsequently one or more such buildings or residences were built bringing the structure or area housing the animals within the restricted distance. Such license shall be for the term of one year and shall not be renewed without a reinspection. The provisions of this subsection shall not apply to the keeping or maintaining of guinea pigs or other small animals for bona fide medical research purposes by duly qualified persons, or to the keeping or maintaining of small animals or fowl for bona fide pet shop purposes when permitted in the zoning code of the city; provided that such animals are kept and maintained indoors, and provided further that the keeping or maintaining of such small animals does not create a nuisance.

SECTION 3. Section 9-52(5) is hereby created to read as follows:

(5) *Backyard Chickens.*

(a) *Purpose.* This section is intended to regulate the keeping of chickens on single-family lots within the City and limit issues that could arise with unregulated chicken-keeping in the City. In regulating chicken-keeping the City can accommodate property owners wishing to keep chickens in a legal manner while maintaining the comfort, use, and enjoyment of surrounding properties by their owners.

(b) *Definitions*

1. “*Abutting lot*” shall mean all lots that the applicant’s property contacts at one or more points including lots that only contact the applicant’s property at the

- corners. The exception is lots that are legally abutting but separated from the applicant's property by a public or private street, alley, or other right-of-way.
2. "*Chicken*" shall mean hens or pullets only and does not include roosters.
 3. "*Chicken-keeper*" shall mean a person who owns one or more chickens on his or her property.
 4. "*Chicken enclosure, Chicken coop, housing facilities, enclosure*" shall mean the enclosure inhabited by one or more chickens constructed for such purpose.
 5. "*Lot*" means a contiguous parcel of land under common ownership.
 6. "*Run*" or "*Pen*" shall mean a fenced or enclosed outdoor space provided for chickens. Runs must be fully enclosed, including all sides and the top.
 7. "*Primary Residential Structure*" or "*Principal Structure*" shall mean any building located on a lot used for living purposes.
 8. "*Private Nuisance*" shall mean a condition that materially interferes with the ordinary comfort, use or enjoyment of the property of another.

(c) *License Required.* No person shall maintain or keep any chicken within city limits prior to obtaining an annual license from the City and registration with the State of Wisconsin. The license year shall commence on July 1st of every year and licenses shall expire by June 30th of the following year. Prior to obtaining a license from the City, the applicant shall provide proof of State Livestock Registration.

1. Every Chicken-keeper shall pay the required fee and obtain a license to keep chickens on property owned and occupied by the person.
2. A maximum of four (4) chickens may be kept on lots containing single-family residential uses if:
 - a. The license application is submitted including but not limited to the following information: name of applicant, property address, contact number, license fee, and scaled, dimensioned site plan showing property boundaries, locations of existing principal and accessory structures, and the proposed location of chicken coop and run area consistent with the standards of practice listed in this section. The materials accompanying the license application shall include current proof of premises registration through the Wisconsin Livestock Identification Consortium at www.wiid.org or the Department of Agriculture, Trade, and Consumer Protection (DATCP). The City Clerk may deny the application if the applicant fails to provide all required materials listed above.
 - b. Approval for the construction of the required coop and run is granted by the Development Services Department and a license to keep chickens is issued by the City Clerk's office.
 - c. Inspection: Upon an approved application, applicant shall be required to schedule an inspection with the Development Services Department and Ordinance Control Officer, or designee. License shall not be issued until inspection has been completed and premises approved.
3. Licenses are personal to the applicant, non-transferrable, and do not attach to or run with the land.

4. The fee for the initial license and renewals shall be as established by the Common Council. Annual license renewal is required and the renewal fee shall equate to the initial license fee as established by this Chapter.
5. If the standards of practice as listed in this Chapter are not established and/or maintained after the issuance of a chicken keeping license, the license may be revoked by the City. Once such a license is revoked, it shall not be reissued for a period of at least two years.

(d) *Standards of Practice.* Every chicken-keeper shall provide the chickens with shelter and bedding as prescribed in this Section as a minimum.

1. All chickens shall be kept and maintained within a stationary, detached structure whose sole purpose is the keeping of chickens. Temporary or movable structures or devices are prohibited. An exemption is for chicks which can be incubated indoors for no more than four (4) weeks.
2. The housing facilities shall be structurally sound, moisture proof, and maintained in good repair.
3. Chicken enclosures must be constructed and maintained to allow sufficient space for adequate freedom of movement and retention of body heat for each animal.
4. The chicken enclosure's floor, foundation, and any footings shall be constructed using a hard, cleanable surface such as concrete, wood, linoleum, or hard plastic and shall be resistant to rodents. A dirt floor is not acceptable.
5. A sufficient quantity of clean bedding material shall be provided in order to provide insulation and protection against the cold and dampness and to promote the retention of body heat.
6. Chickens shall be provided enclosures that are enclosed, predator-proof, insulated, and adequately ventilated.
7. Chicken coops shall be constructed to provide at least four (4) square feet per chicken, with a maximum area of forty (40) square feet.
8. Chicken enclosures shall be constructed and maintained so as to prevent rodents from being harbored underneath or within the walls.
9. Chicken feed shall be stored in a vermin-proof container which makes it inaccessible to rodents, vermin, wild birds, and predators.
10. The chicken enclosure shall provide elevated perches to allow chickens to rest in their natural roosting positions.
11. Chickens shall be secured in the enclosure during non-daylight hours.
12. All chicken coops and pen areas shall be set back at least twenty-five (25) feet from an existing principal residential structure on an abutting lot (new homes and additions shall not necessitate relocation of an existing coop). Chicken coops and pens shall be located at least 5 feet from the side and rear lot lines of the subject property.
13. No chicken coop or pen area shall be placed in the front yard or any closer to the front lot line than the principal structure. Additionally, coops and run areas shall be visually screened from direct view of the street and sidewalk with either a solid fence or dense hedges of at least 5 feet in height. On corner lots only the view from the front street frontage shall require such screening.

14. The chicken coop shall include a run or pen area of at least 10 square feet per bird for access to sunlight, exercise, soil, and vegetation (maximum area of 80 square feet).
15. The run/pen area shall be enclosed with a 6-foot fence or fence that is less than 6 feet in height provided it is covered with a mesh or other appropriate coverings which may include a roof suitable to prevent chickens from escaping the pen area.
16. Chickens shall be secured within the chicken coop and pen area at all times. At no time shall the owner(s) allow chickens to roam outside of these areas.
17. All chicken coops and pen areas shall be kept in a clean, sanitary condition and free from all objectionable odors and shall be subject to the inspection and approval of an Ordinance Control Officer. All chicken enclosures, attached runs/pens, and yards where chickens are kept or maintained shall be cleaned regularly to keep them reasonably free from substances, including but not limited to manure, uneaten feed, feathers, and other such waste so that it does not cause the air or environment to promote the breeding of flies, mosquitoes, or other insects, or to provide a habitat, breeding or feeding place for rodents or other animals, or otherwise be injurious to public health. Manure shall not cause a private nuisance and shall be disposed of either off-site or as fertilizer or mulch for on-site use.
18. Chickens shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases among birds or to humans.
19. Any person keeping chickens shall immediately report any unusual illness or death of chickens to the Health Department of the county in which the person's property is located.
20. The sale of chickens is permitted.

(e) Prohibitions.

1. The slaughter of chickens within the city is prohibited.
2. No property shall contain more than four (4) chickens.
3. Roosters are prohibited except in Rural Holding (RH-35) Zoning Districts or unless part of an agricultural operation authorized by the City of Marshfield Zoning Ordinance (Chapter 18) of the Municipal Code.
4. Chicken-keeping within the City may only occur on lots containing single-family residential land uses. Chicken-keeping on lots containing any other land uses is prohibited.
5. Chickens shall not be kept or maintained within a residential structure, including basements, porches, garages, sheds, or similar storage structures. An exemption is permitted for chicks, allowing them to be incubated indoors for a period not to exceed four (4) weeks.
6. The commercial sale of eggs (on or off premises) is prohibited except as otherwise permitted by the State of Wisconsin and United States Department of Agriculture.
7. Chickens with infectious diseases capable of being transmitted from bird to bird or birds to humans, including but not limited to, salmonella, avian influenza, etc., are prohibited and shall be immediately euthanized by a veterinarian.
8. No one other than the owner(s) of the subject property where chickens would be kept may apply for a license for that property.

(f) Exceptions.

1. Chickens, when used by educational institutions, only for educational purposes, do not require a license and are exempt from the requirements of this Chapter.
2. If no complaints have been made in the prior year, no inspection of the applicant's property is required upon permit renewal.

(g) Appeals regarding Determinations to Deny Permit.

1. The City of Marshfield elects not to be strictly bound by the provisions of Chapter 68: Wisconsin Statutes in relation to Appeals of Determinations to Deny Chicken-keeping Permits under this Chapter and all appeals shall proceed as follows.
2. Any person denied a permit may file an appeal with the Judiciary and Licensing Committee within ten (10) business days of the date the notice of denial is postmarked.
3. Notices of Appeal shall be filed with the City Clerk's office in writing, specify the reasons for the appeal and bear the signature of the person making the appeal.
4. The Judiciary and Licensing Committee shall decide whether to uphold or reverse the administrative decision of the City Clerk or Designee.
5. The Judiciary and Licensing Committee shall act upon the appeal and issue its written decision within sixty (60) days of the filing of the Notice of Appeal. The decision of the Common Council shall be the final determination in relation to this issue and may be appealed within the time specified and as provided in Section 68.13 Wisconsin Statutes.

(h) Revocations of Permits

1. *Authority.* The Ordinance Control Officer shall have the authority to investigate complaints regarding violations of this Section.
2. Revocation of permits may be commenced by complaint filed by City staff acting in their official capacities or by any abutting property owner.
3. Complaints shall be filed with the City Clerk in writing or electronically, specifying the reasons revocation of the permit is necessary, and bear the signature of the person making the complaint.
4. The City Clerk shall refer the complaint to the Ordinance Control Officer who shall investigate the complaint and may revoke the license by giving written notice of revocation to the licensee if the licensee has failed to correct any violation or violations set forth in a written warning given by the Ordinance Control Officer.
5. Any person(s) aggrieved by the decision of the Ordinance Control Officer may appeal such decision to the Judiciary and Licensing Committee within ten (10) business days of mailing of a written order from the Ordinance Control Officer.
6. The Judiciary and Licensing Committee shall decide whether to uphold or reverse the administrative decision of the Ordinance Control Officer.
7. The Judiciary and Licensing Committee shall act upon the appeal and issue its written decision within sixty (60) days of the filing of the Notice of Appeal. The decision of the Judiciary and Licensing Committee shall be the final determination in relation to

this issue and may be appealed within the time specified and as provided in Section 68.13 Wisconsin Statutes.

8. Unless appealed as provided above in which case such appeal shall act as a stay upon this provision until a final determination is issued by a court of competent jurisdiction, upon revocation of a permit the property owner shall cease all chicken-keeping activity on his or her lot and remove all chicken-keeping structures within thirty (30) days. Failure to do so shall be a violation of this Ordinance. The Ordinance Control Officer shall have the responsibility of enforcing this provision and may take such action as is necessary to abate such violation.

SECTION 4. Section 18-25(4) is hereby amended to read as follows:

- (t) Backyard Chickens.

SECTION 5. Section 18-26(4) is hereby amended to read as follows:

- (p) Backyard Chickens.

SECTION 6. Section 18-27(4) is hereby amended to read as follows:

- (p) Backyard Chickens.

SECTION 7. Section 18-28(4) is hereby amended to read as follows:

- (p) Backyard Chickens.

SECTION 8. Section 18-29(4) is hereby amended to read as follows:

- (p) Backyard Chickens.

SECTION 9. Section 18-30(4) is hereby amended to read as follows:

- (p) Backyard Chickens.

SECTION 10. Section 18-54 (Accessory Land Uses Section) is hereby amended to read as follows:

Rural Holding (RH-35)		
Single Family Residential – 2 (SR-2)	P	
Single Family Residential – 3 (SR-3)	P	
Single Family Residential – 4 (SR-4)	P	
Single Family Residential – 6 (SR-6)	P	
Two Family Residential – 6 (TR-6)	P	
Multi-Family Residential – 12 (MR-12)		
Multi-Family Residential – 24 (MR-24)		
Mobile Home – Residential – 8 (MH-8)		
Neighborhood Mixed Use (NMU)		
Community Mixed Use (CMU)		
Urban Mixed Use (UMU)		
Downtown Mixed Use (DMU)		
Industrial Park (IP)		
Light Industrial (LI)		
General Industrial (GI)		
Research and Development (RD)		
Campus Development (CD) Central Area	P/ C	
Campus Development (CD) Peripheral	P/ C	(20) Backyard chickens including coops and pens

Land Uses Permitted:

Refer to the detailed definitions and requirements listed for each land use on the following pages.

P: By Right

C: By Conditional Use Permit

SECTION 11. Section 18-65(20) is hereby created to read as follows:

(20) Backyard Chickens: This land use includes the housing of chickens in a residential setting including the use of chicken coops and pens. Applicants must apply for a license and meet the requirements of Section 9-52 of the Marshfield Municipal Code.

SECTION 12. Section 18-106(3)(b)(2) is hereby amended to read as follows:

- Decorative fencing, fences encompassing a garden, and other similar fences including pet kennels, and chicken pens, are exempt from a required permit provided they are not located in the required or provided front yard, are setback a minimum of 5 feet from all property lines, and do not exceed 6 feet in height.

SECTION 13. 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 14. 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 15. This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

ADOPTED: _____

Lois TeStrake, Mayor

APPROVED: _____

ATTEST: _____

PUBLISHED: _____

Jessica Schiferl, City Clerk

ORDINANCE NO. 1497 - REDLINE

An Ordinance amending portions of the Municipal Code Section 9-52 (Animals and Fowl), creating Section 9-52(5) and amending portions of Chapter 18 (Zoning Code). These changes create an ordinance related to the keeping of backyard chickens and create a licensing procedure.

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

SECTION 1. Section 9-52 (1) is hereby amended to read as follows:

Sec. 9-52. Animals and fowl.

- 1) ~~Permit~~License required. Except as provided in section 9-52 (5) of this chapter no person shall keep any horse, mule, donkey, pony, cow, pig, goat, sheep, swine, fowl, or animal raised for fur-bearing purposes within the city, except in an outlying district where there are no residences other than that occupied by the owner or occupant of the premises upon which such animals are kept and within a distance of 200 feet of the structure or fence housing or enclosing such animal, without a special written ~~permit~~license therefore issued by the city clerk, ~~upon recommendation of the building services supervisor and committee on health~~ after an inspection of the premises and a finding of fact to the effect that no nuisance will be created thereby. Such special ~~permit~~license shall be issued for the keeping of such animals on any lot only in the following cases:
 - a. Where such animals were being lawfully kept on such lot prior to the enactment of the ordinance from which this section derives.
 - b. Where such animals were being lawfully kept on such lot after the enactment of the ordinance from which this section derives in an area in which there were no residences within a distance of 200 feet of the structure or fence enclosing such animals, and subsequently one or more residences were built, bringing the structure or fence housing the animals within the restricted distance.
 - b.c. As a condition to approval of the application, applicant must register their premises through the Wisconsin Livestock Identification Consortium at www.wiid.org or the Department of Agriculture, Trade, and Consumer Protection (DATCP). Proof of registration must be provided by the applicant upon request by the City.

SECTION 2. Section 9-52 (3) d. is hereby amended to read as follows:

- d. Small animals and fowl.* Except as provided in section 9-52 (5) of this chapter, standards for enclosures for small animals and fowl shall be as follows:
 1. *Structures.* No chicken coop, dovecote, dog kennel built for or intended for the use of more than two dogs, rabbit warren built for or intended for the use of more than two rabbits, or other yard or establishment where small animals or fowl are kept shall be maintained, nor shall more than two dogs, cats, rabbits, guinea pigs, nor any ducks, geese, chickens, or other fowl be kept, on any premises within the city limits, except in outlying districts where there is no tenement or apartment house; hotel; restaurant; boardinghouse; retail food store; building used for school, religious or hospital purposes; or residence other than that occupied by the

owner or occupant of the premises upon which such yard, establishment or creatures are maintained or kept, within a radius of 200 feet of such yard or establishment or structure or area enclosing such creatures, without a special written ~~permit~~license issued ~~by the building services supervisor~~ after an inspection of the premises and a finding of fact to the effect that no nuisance will be created thereby. Such special ~~permit~~license shall be issued for the maintenance of any such yard or establishment or fowl or animals which were being lawfully maintained or kept on such lot prior to the enactment of the ordinance from which this section derives.

2. *Existing uses.* Where such yard or establishment or fowl or animals were being lawfully maintained or kept on such lot prior to the enactment of the ordinance from which this section derives in an area in which there were no such buildings or residences within a distance of 200 feet of the structure enclosing such animals, and subsequently one or more such buildings or residences were built bringing the structure or area housing the animals within the restricted distance. Such ~~permit~~license shall be for the term of one year and shall not be renewed without a reinspection. The provisions of this subsection shall not apply to the keeping or maintaining of guinea pigs or other small animals for bona fide medical research purposes by duly qualified persons, or to the keeping or maintaining of small animals or fowl for bona fide pet shop purposes ~~in a B-2 or a B-4 zoning district under the when permitted in the~~ zoning code of the city ~~where such pet shop is located not closer than 50 feet from any building or place as designated in this subsection~~; provided that such animals are kept and maintained indoors, and provided further that the keeping or maintaining of such small animals does not create a nuisance.

SECTION 3. Section 9-52 (5) is hereby created to read as follows:

(5) Backyard Chickens.

(a) Purpose. This section is intended to regulate the keeping of chickens on single-family lots within the City and limit issues that could arise with unregulated chicken-keeping in the City. In regulating chicken-keeping the City can accommodate property owners wishing to keep chickens in a legal manner while maintaining the comfort, use, and enjoyment of surrounding properties by their owners.

(b) Definitions

- (1) "Abutting lot" shall mean all lots that the applicant's property contacts at one or more points including lots that only contact the applicant's property at the corners. The exception is lots that are legally abutting but separated from the applicant's property by a public or private street, alley, or other right-of-way.
- (2) "Chicken" shall mean hens or pullets only and does not include roosters.
- (3) "Chicken-keeper" shall mean a person who owns one or more chickens on his or her property.
- (4) "Chicken enclosure, Chicken coop, housing facilities, enclosure" shall mean the enclosure inhabited by one or more chickens constructed for such purpose.
- (5) "Lot" means a contiguous parcel of land under common ownership.
- (6) "Run" or "Pen" shall mean a fenced or enclosed outdoor space provided for chickens. Runs must be fully enclosed, including all sides and the top.
- (7) "Primary Residential Structure" or "Principal Structure" shall mean any building located on a lot used for living purposes.

(8) “Private Nuisance” shall mean a condition that materially interferes with the ordinary comfort, use or enjoyment of the property of another.

(c) License Required. No person shall maintain or keep any chicken within city limits prior to obtaining an annual license from the City and registration with the State of Wisconsin. The license year shall commence on July 1st of every year and licenses shall expire by June 30th of the following year. Prior to obtaining a license from the City, the applicant shall provide proof of State Livestock Registration.

(1) Every Chicken-keeper shall pay the required fee and obtain a license to keep chickens on property owned and occupied by the person.

(2) A maximum of four (4) chickens may be kept on lots containing single-family residential uses if:

a. The license application is submitted including but not limited to the following information: name of applicant, property address, contact number, license fee, and scaled, dimensioned site plan showing property boundaries, locations of existing principal and accessory structures, and the proposed location of chicken coop and run area consistent with the standards of practice listed in this section. The materials accompanying the license application shall include current proof of premises registration through the Wisconsin Livestock Identification Consortium at www.wiid.org or the Department of Agriculture, Trade, and Consumer Protection (DATCP). The City Clerk may deny the application if the applicant fails to provide all required materials listed above.

b. Approval for the construction of the required coop and run is granted by the Development Services Department and a license to keep chickens is issued by the City Clerk’s office.

c. Inspection: Upon an approved application, applicant shall be required to schedule an inspection with the Development Services Department and Ordinance Control Officer, or designee. License shall not be issued until inspection has been completed and premises approved.

(3) Licenses are personal to the applicant, non-transferrable, and do not attach to or run with the land.

(4) The fee for the initial license and renewals shall be as established by the Common Council. Annual license renewal is required and the renewal fee shall equate to the initial license fee as established by this Chapter.

(5) If the standards of practice as listed in this Chapter are not established and/or maintained after the issuance of a chicken keeping license, the license may be revoked by the City. Once such a license is revoked, it shall not be reissued for a period of at least two years.

(d) Standards of Practice. Every chicken-keeper shall provide the chickens with shelter and bedding as prescribed in this Section as a minimum.

1. All chickens shall be kept and maintained within a stationary, detached structure whose sole purpose is the keeping of chickens. Temporary or movable structures or devices are prohibited. An exemption is for chicks which can be incubated indoors for no more than four (4) weeks.

2. The housing facilities shall be structurally sound, moisture proof, and maintained in good repair.

3. Chicken enclosures must be constructed and maintained to allow sufficient space for adequate freedom of movement and retention of body heat for each animal.

4. The chicken enclosure's floor, foundation, and any footings shall be constructed using a hard, cleanable surface such as concrete, wood, linoleum, or hard plastic and shall be resistant to rodents. A dirt floor is not acceptable.
5. A sufficient quantity of clean bedding material shall be provided in order to provide insulation and protection against the cold and dampness and to promote the retention of body heat.
6. Chickens shall be provided enclosures that are enclosed, predator-proof, insulated, and adequately ventilated.
7. Chicken coops shall be constructed to provide at least four (4) square feet per chicken, with a maximum area of forty (40) square feet.
8. Chicken enclosures shall be constructed and maintained so as to prevent rodents from being harbored underneath or within the walls.
9. Chicken feed shall be stored in a vermin-proof container which makes it inaccessible to rodents, vermin, wild birds, and predators.
10. The chicken enclosure shall provide elevated perches to allow chickens to rest in their natural roosting positions.
11. Chickens shall be secured in the enclosure during non-daylight hours.
12. All chicken coops and pen areas shall be set back at least twenty-five (25) feet from an existing principal residential structure on an abutting lot (new homes and additions shall not necessitate relocation of an existing coop). Chicken coops and pens shall be located at least 5 feet from the side and rear lot lines of the subject property.
13. No chicken coop or pen area shall be placed in the front yard or any closer to the front lot line than the principal structure. Additionally, coops and run areas shall be visually screened from direct view of the street and sidewalk with either a solid fence or dense hedges of at least 5 feet in height. On corner lots only the view from the front street frontage shall require such screening.
14. The chicken coop shall include a run or pen area of at least 10 square feet per bird for access to sunlight, exercise, soil, and vegetation (maximum area of 80 square feet).
15. The run/pen area shall be enclosed with a 6-foot fence or fence that is less than 6 feet in height provided it is covered with a mesh or other appropriate coverings which may include a roof suitable to prevent chickens from escaping the pen area.
16. Chickens shall be secured within the chicken coop and pen area at all times. At no time shall the owner(s) allow chickens to roam outside of these areas.
17. All chicken coops and pen areas shall be kept in a clean, sanitary condition and free from all objectionable odors and shall be subject to the inspection and approval of an Ordinance Control Officer. All chicken enclosures, attached runs/pens, and yards where chickens are kept or maintained shall be cleaned regularly to keep them reasonably free from substances, including but not limited to manure, uneaten feed, feathers, and other such waste so that it does not cause the air or environment to promote the breeding of flies, mosquitoes, or other insects, or to provide a habitat, breeding or feeding place for rodents or other animals, or otherwise be injurious to public health. Manure shall not cause a private nuisance and shall be disposed of either off-site or as fertilizer or mulch for on-site use.
18. Chickens shall be kept and handled in a sanitary manner to prevent the spread of communicable diseases among birds or to humans.
19. Any person keeping chickens shall immediately report any unusual illness or death of chickens to the Health Department of the county in which the person's property is located.
20. The sale of chickens is permitted.

(e) Prohibitions.

- (1) The slaughter of chickens within the city is prohibited.
- (2) No property shall contain more than four (4) chickens.
- (3) Roosters are prohibited except in Rural Holding (RH-35) Zoning Districts or unless part of an agricultural operation authorized by the City of Marshfield Zoning Ordinance (Chapter 18) of the Municipal Code.
- (4) Chicken-keeping within the City may only occur on lots containing single-family residential land uses. Chicken-keeping on lots containing any other land uses is prohibited.
- (5) Chickens shall not be kept or maintained within a residential structure, including basements, porches, garages, sheds, or similar storage structures. An exemption is permitted for chicks, allowing them to be incubated indoors for a period not to exceed four (4) weeks.
- (6) The commercial sale of eggs (on or off premises) is prohibited except as otherwise permitted by the State of Wisconsin and United States Department of Agriculture.
- (7) Chickens with infectious diseases capable of being transmitted from bird to bird or birds to humans, including but not limited to, salmonella, avian influenza, etc., are prohibited and shall be immediately euthanized by a veterinarian.
- (8) No one other than the owner(s) of the subject property where chickens would be kept may apply for a license for that property.

(f) Exceptions.

- (1) Chickens, when used by educational institutions, only for educational purposes, do not require a license and are exempt from the requirements of this Chapter.
- (2) If no complaints have been made in the prior year, no inspection of the applicant's property is required upon permit renewal.

(g) Appeals regarding Determinations to Deny Permit.

- (1) The City of Marshfield elects not to be strictly bound by the provisions of Chapter 68: Wisconsin Statutes in relation to Appeals of Determinations to Deny Chicken-keeping Permits under this Chapter and all appeals shall proceed as follows.
- (2) Any person denied a permit may file an appeal with the Judiciary and Licensing Committee within ten (10) business days of the date the notice of denial is postmarked.
- (3) Notices of Appeal shall be filed with the City Clerk's office in writing, specify the reasons for the appeal and bear the signature of the person making the appeal.
- (4) The Judiciary and Licensing Committee shall decide whether to uphold or reverse the administrative decision of the City Clerk or Designee.
- (5) The Judiciary and Licensing Committee shall act upon the appeal and issue its written decision within sixty (60) days of the filing of the Notice of Appeal. The decision of the Common Council shall be the final determination in relation to this issue and may be appealed within the time specified and as provided in Section 68.13 Wisconsin Statutes.

(h) Revocations of Permits

- (1) Authority. The Ordinance Control Officer shall have the authority to investigate complaints regarding violations of this Section.
- (2) Revocation of permits may be commenced by complaint filed by City staff acting in their official capacities or by any abutting property owner.

- (3) Complaints shall be filed with the City Clerk in writing or electronically, specifying the reasons revocation of the permit is necessary, and bear the signature of the person making the complaint.
- (4) The City Clerk shall refer the complaint to the Ordinance Control Officer who shall investigate the complaint and may revoke the license by giving written notice of revocation to the licensee if the licensee has failed to correct any violation or violations set forth in a written warning given by the Ordinance Control Officer.
- (5) Any person(s) aggrieved by the decision of the Ordinance Control Officer may appeal such decision to the Judiciary and Licensing Committee within ten (10) business days of mailing of a written order from the Ordinance Control Officer.
- (6) The Judiciary and Licensing Committee shall decide whether to uphold or reverse the administrative decision of the Ordinance Control Officer.
- (7) The Judiciary and Licensing Committee shall act upon the appeal and issue its written decision within sixty (60) days of the filing of the Notice of Appeal. The decision of the Judiciary and Licensing Committee shall be the final determination in relation to this issue and may be appealed within the time specified and as provided in Section 68.13 Wisconsin Statutes.
- (8) Unless appealed as provided above in which case such appeal shall act as a stay upon this provision until a final determination is issued by a court of competent jurisdiction, upon revocation of a permit the property owner shall cease all chicken-keeping activity on his or her lot and remove all chicken-keeping structures within thirty (30) days. Failure to do so shall be a violation of this Ordinance. The Ordinance Control Officer shall have the responsibility of enforcing this provision and may take such action as is necessary to abate such violation.

SECTION 4. Section 18-25(4) is hereby amended to read as follows:

(t) Backyard Chickens.

SECTION 5. Section 18-26(4) is hereby amended to read as follows:

(p) Backyard Chickens.

SECTION 6. Section 18-27(4) is hereby amended to read as follows:

(p) Backyard Chickens.

SECTION 7. Section 18-28(4) is hereby amended to read as follows:

(p) Backyard Chickens.

SECTION 8. Section 18-29(4) is hereby amended to read as follows:

(p) Backyard Chickens.

SECTION 9. Section 18-30(4) is hereby amended to read as follows:

(p) Backyard Chickens.

SECTION 10. Section 18-54 (Accessory Land Uses Section) is hereby amended to read as follows:

Rural Holding (RH-35)	Single Family Residential – 2 (SR-2)	Single Family Residential – 3 (SR-3)	Single Family Residential – 4 (SR-4)	Single Family Residential – 6 (SR-6)	Two Family Residential – 6 (TR-6)	Multi-Family Residential – 12 (MR-12)	Multi-Family Residential – 24 (MR-24)	Mobile Home – Residential – 8 (MH-8)	Neighborhood Mixed Use (NMU)	Community Mixed Use (CMU)	Urban Mixed Use (UMU)	Downtown Mixed Use (DMU)	Industrial Park (IP)	Light Industrial (LI)	General Industrial (GI)	Research and Development (RD)	Campus Development (CD) Central Area	Campus Development (CD) Peripheral Area	Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages. P: By Right C: By Conditional Use Permit
P	P	P	P	P	P												P/ C	P/ C	(20) Backyard chickens including coops and pens

SECTION 11. Section 18-65(20) is hereby created to read as follows:

(20) Backyard Chickens: This land use includes the housing of chickens in a residential setting including the use of chicken coops and pens. Applicants must apply for a license and meet the requirements of Section 9-52 of the Marshfield Municipal Code.

SECTION 12. Section 18-106(3)(b)(2) is hereby amended to read as follows:

- Decorative fencing, fences encompassing a garden, and other similar fences including pet kennels, and chicken pens, are exempt from a required permit provided they are not located in the required or provided front yard, are setback a minimum of 5 feet from all property lines, and do not exceed 6 feet in height.

SECTION 13. 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 14. 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 15. This ordinance shall take effect and be in force from and after the day after its passage and publication as provided by law.

ADOPTED: _____

Nick Poeschel, Council President

APPROVED: _____

ATTEST: _____
Deb M. Hall, City Clerk

PUBLISHED: _____



MEMORANDUM

Peter J. Fletty, Fire Chief

TO: Police and Fire Commission (July 20, 2023)
Finance, Budget, and Personnel Committee (August 1, 2023)
Common Council (August 8, 2023)

FROM: Pete Fletty, Fire Chief

DATE: June 19, 2023

SUBJECT: Budget Resolution 20-2023

BACKGROUND

In 2022, our 2017 Rosenbauer Aerial Truck sustained damage on two (2) separate occasions. Insurance claims were filed for both instances. The city's insurance carrier issued a check for the amount of the repairs, minus \$1,000 for the deductible amount in 2022. Due to the fact we had to wait for Engine 2's repairs to be completed and supply chain issues in getting parts to repair Truck 1, we were unable to get the Truck 1 repairs completed in 2022.

ANALYSIS

Recently, Deputy Chief Mueller sent an email to the Finance Department to verify the funds to repair the Truck were brought forward to 2023. The intent of this email was to also notify the Finance Department that all of the parts to repair Truck 1 are now in and we are ready to get the Truck repaired. Deputy Chief Mueller was notified by Finance that the funds were not brought forward from 2022, and that we will need a budget resolution in the amount of \$35,886.98 to expend the funds that were deposited in 2022 for Truck 1's repairs.

Finance's previous process was to record these payments as negative expenses in the year the payment is received. Typically, the timing of the expense doesn't differ from the payment receipt. This creates a net \$0.00 impact on the financials and usually doesn't require any budget to be expended other than the deductible.

In the case for Truck 1, the payments were received in 2022, well before the repair invoice was going to be received (2023). While DC Mueller did an outstanding job of trying to communicate this to Finance, it was inadvertently missed to carry the funds forward from 2022 to 2023. Because we can't take the money out of 2022 and put it in 2023, we need a resolution to increase 2023's budget to account for taking the insurance payments out of unrestricted fund balance. The City was already paid to make these repairs and Finance is actively making changes to how it accounts for insurance receipts/repairs to avoid this timing issue moving forward.

RECOMMENDATION

I recommend that Budget Resolution 20-2023 be approved as presented.

BUDGET RESOLUTION NO. 20-2023

A resolution changing the 2023 budget of the City of Marshfield, Wisconsin.

Budget Amendment

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

1. That the 2023 adopted budget for the General fund fire department repairs and maintenance account is increased \$35,886.98 and the General Fund contingency account is decreased \$35,886.98 for the purpose of repairing truck 1.
2. That upon the adoption of this resolution by a two thirds vote of the entire membership of the Common Council, and within ten (10) days thereafter, the City Clerk publish notice of this change in the official newspaper.

ADOPTED _____

Mayor

APPROVED _____

Attest – City Clerk

PUBLISHED _____

Accounting Note: Budgetary Only

Increase 101-52210-21-52500

Decrease 101-51412-05-57350



**City of
Marshfield**

Memorandum

DATE: April 17, 2023
TO: Finance, Budget and Personnel Committee
FROM: Jennifer Selenske, Finance Director
SUBJECT: Budget Resolution 22-2023 UW Capital Projects

BACKGROUND

The approved 2022-2026 Capital Improvement Plan and the 2022 budget included \$90,000 for replacement of a 200-ton chiller and \$12,000 for sidewalk and parking lot repairs at UWSP-Marshfield Campus (UWSP). The total chiller project cost was estimated at \$180,000 and as joint owners of the buildings and grounds, Wood County agreed to pay \$90,000 toward the project as well. However, in May 2022, the UWSP Facilities Manager, Brian Panzer, advised the City and County that two recent quotes were considerably higher causing UWSP to revisit its plan. They decided to purchase a 150-ton chiller instead and estimated the total cost to be \$210,000. The City passed Budget Resolution 08-2022 for \$15,000 .

The installation was recently completed and the total cost of the chiller is actually \$220,330 (\$110,358 each for Wood County and the City) which would require an additional budget resolution for \$5,358. However, actual expenditures for the sidewalk and parking lot repairs we \$3,802 less than budget and the UW will not ask for further reimbursement for that project. Therefore, the amount of the budget resolution is \$1,556.

The approved 2023-2027 Capital Improvement Plan and the 2023 budget included \$107,500 for the replacement of HVAC roof top unit 1. This project is now estimated to be less than \$100,000. The City borrowed for this project and has excess funds in the account available to cover the shortfall of the chiller project.

ANAYSIS

The budgetary level of control for capital projects is at the project level and a budget resolution is need to comply with the control level.

RECOMMENDATION

Staff recommends that the FBP Committee recommend Council's approval of Budget Resolution 22-2023 to increase the budget for UW Capital Projects.

BUDGET RESOLUTION NO. 22-2023

A resolution changing the 2023 budget of the City of Marshfield, Wisconsin.

Budget Amendment

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

1. That the 2023 adopted budget for the Public Facilities Capital Outlay fund Buildings account is increased \$1,556.
2. That upon the adoption of this resolution by a two thirds vote of the entire membership of the Common Council, and within ten (10) days thereafter, the City Clerk publish notice of this change in the official newspaper.

ADOPTED _____
Mayor

APPROVED _____
Attest – City Clerk

PUBLISHED _____

Accounting Note: Budgetary Only
Increase 405-57650-64-58830 project 647341 \$1,556



**City of
Marshfield**
Memorandum

TO: Common Council
FROM: Jennifer Selenske, Finance Director
DATE: August 1, 2023
SUBJECT: Resolution 2023-43- Loan for 2023 Capital Projects

BACKGROUND

The majority of the 2023 borrowing for capital projects was financed through bonds. For the past several years, the City has obtained loans from the Board of Commissioners of Public Lands (State Trust Fund Loan) for those items that were not eligible for bond financing. The following items were approved capital expenditures in the 2023 budget and are ineligible for bond financing:

\$ 26,000 - Taxi Vehicle – City portion
\$ 193,000 - Police Squad Cars
\$ 24,000 –City Hall Boiler
\$ 243,000 -Total

ANALYSIS

This year, I have compared State Trust Fund Loan rates to two local lenders. The current rates offered are as follows:

State Trust Fund Loan	5.75%
Forward Financial	5.65%
Citizens State Bank	5.95%

The loan is being requested for three years which aligns with the useful life of the police squad cars. The first payment will be due March 1, 2024 which aligns with the city's other debt payments. There are no loan origination fees.

RECOMMENDATION

Staff recommends approval of Resolution 2023-43.

RESOLUTION NO. 2023-43

\$243,000 Loan

2023 Capital Expenditures

By the provisions of Chapter 67 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed.

THEREFORE, BE IT RESOLVED, that the City of Marshfield, in the counties of Marathon and Wood, Wisconsin, borrow from Forward Bank the sum of **Two hundred forty-three Thousand, and 00/100 Dollars (\$243,000.00)** for the purpose of financing 2023 capital expenditures and for no other purpose.

The loan is payable within 3 years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of 5.65 percent per annum from the date of making the loan to the 15th day of March next and thereafter annually.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the City of Marshfield, in the counties of Marathon and Wood, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that the Mayor and Clerk of the City of Marshfield, in the counties of Marathon and Wood, Wisconsin, are authorized and empowered, in the name of the city to execute and deliver to Forward Bank certificates of indebtedness, in such form as required by Forward Bank, for any sum of money that may be loaned to the city pursuant to these resolutions. The Mayor and Clerk of the city will perform all necessary actions to fully carry out the provisions of Chapter 67, Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this city forward this certified record, to Forward Bank.

ADOPTED: _____

Mayor

ADOPTED: _____

Clerk

Alderman _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

1. Alderman _____ voted _____
2. Alderman _____ voted _____
3. Alderman _____ voted _____
4. Alderman _____ voted _____
5. Alderman _____ voted _____
6. Alderman _____ voted _____
7. Alderman _____ voted _____
8. Alderman _____ voted _____
9. Alderman _____ voted _____
10. Alderman _____ voted _____

A majority of the members of the common council of the City of Marshfield, in the counties of Marathon and Wood, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

STATE OF WISCONSIN

Counties of Marathon and Wood

I, Jessica A. Schiferl, Clerk of the City of Marshfield, in the counties of Marathon and Wood, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the common council of the City of Marshfield at a meeting held on the _____ day of _____, 2023 relating to a loan from Forward Bank; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the common council of the City of Marshfield, counties of Marathon and Wood, is constituted by law to have 10 members, and that the original of said preamble and resolutions was adopted at the meeting of the common council by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the city.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Marshfield this _____ day of _____, 2023.

Jessica Schiferl, Clerk (Signature)

City of Marshfield

Counties of Marathon and Wood

State of Wisconsin

RESOLUTION NO. 2023-44

REVISED Final Resolution in the matter of Improvement Project Nos.

312240 2022 – Asphalt Paving Program
351755 Sanitary Sewer Laterals

- Hinman Avenue – Doege Street to Becker Road.

WHEREAS, the Common Council of the City of Marshfield, having held a Public Hearing in the Council Chambers of City Hall at 6:00 PM on August 8th, 2023 in the matter of reconstruction of the following: Asphalt pulverizing, asphalt street paving, asphalt driveway aprons, culverts, storm sewer, sanitary sewer laterals, water service laterals curb boxes and underdrain the estimate has been made from a view by myself, the Department of Public Works and members of the Common Council of each parcel of property and it has been determined that the benefits are in proportion to the front footage, after notice thereof having been duly published in the official newspaper according to law, and all parties desiring to be heard having been heard.

All property fronting or abutting:

- Hinman Avenue from and including its intersection with Doege Street to and including its intersection Becker Road.

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

SECTION 1. That the report of the City Engineer, Thomas R. Turchi, as prepared pursuant to Preliminary Resolution No. 2022-08, adopted April 12th, 2022 be and the same is adopted, and that the Plans and Specifications included in said report are hereby adopted and approved.

SECTION 2. It is further directed that the work or improvements be carried out in accordance with the report as finally approved, and that payments be made therefore as therein provided, and by assessing the cost of said improvement to the abutting property owners, that no part of the cost need be paid in cash, but at the option of the property owners may be paid in cash or in annual installments as described by the installment assessment notice attached herein; that the assessments shown on said report are reasonable and correct, and are hereby determined to be proportional to the front footage, do not exceed the benefits accruing to the property and are hereby confirmed.

SECTION 3. In accordance with Section 13-98 of the Municipal Code of the City of Marshfield, the following shall apply to the number of annual installments for special assessments if a property owner chooses to utilize annual installments:

- \$ 0.00 - \$ 500.00 One (1) annual installment
- \$ 501.00 to \$5,000.00 Ten (10) annual installments
- Over \$5,000 Twenty (20) annual installments

SECTION 4. That in the event the property affected by the final assessments of the project are sold in part, the unpaid assessment for the original parcel of the property shall be paid in full.

SECTION 5. That the interest to be charged on the special assessments provided for herein is five and zero tenths percent (5.00%) per annum.

SECTION 6. The City Clerk is directed to publish this Resolution in the official newspaper. The Clerk is further directed to mail a copy of this Resolution to every property owner whose name appears on the assessment roll whose post address is known or can with reasonable diligence be ascertained.

ADOPTED _____

Lois TeStrake, Mayor

APPROVED _____

PUBLISHED _____

Jessica Shiferl, City Clerk

RESOLUTION NO. 2023 -45

Final Resolution in the matter of Improvement Project No.

311916 Street and Utility Reconstruction
Lincoln Avenue – 5th Street to Adler Road

WHEREAS, the Common Council of the City of Marshfield, having held a Public Hearing in the Council Chambers of City Hall at 6:00 PM on Tuesday, August 8th, 2023 in the matter of reconstruction of the following: Concrete street paving, concrete curb and gutter, sanitary sewer main and service laterals, storm sewer main and service laterals, water main and service laterals, concrete driveway aprons, concrete sidewalk, excavation, and materials necessary to construct a municipal street, the estimate has been made from a view by myself, the Department of Public Works, and members of the Common Council of each parcel of property, and it has been determined that the benefits are in proportion to the front footage, after notice thereof having been duly published in the official newspaper according to law, and all parties desiring to be heard having been heard.

ASSESSMENT DISTRICT

All property fronting or abutting Lincoln Avenue from and including its intersection with 5th Street to and including its intersection with Adler Road.

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

SECTION 1. That the report of the City Engineer, Josh A. Mauritz, as prepared pursuant to Preliminary Resolution No. 2023-42, adopted July 25, 2023 be and the same is adopted, and that the Plans and Specifications included in said report are hereby adopted and approved.

SECTION 2. It is further directed that the work or improvements be carried out in accordance with the report as finally approved, and that payments be made therefore as therein provided, and by assessing the cost of said improvement to the abutting property owners, that no part of the cost need be paid in cash, but at the option of the property owners may be paid in cash or in annual installments as described by the installment assessment notice attached herein; that the assessments shown on said report are reasonable and correct, and are hereby determined to be proportional to the front footage, do not exceed the benefits accruing to the property and are hereby confirmed.

SECTION 3. In accordance with Section 13-98 of the Municipal Code of the City of Marshfield, the following shall apply to the number of annual installments for special assessments if a property owner chooses to utilize annual installments:

- \$ 0.00 - \$ 500.00 One (1) annual installment
- \$ 501.00 to \$5,000.00 Ten (10) annual installments
- Over \$5,000 Twenty (20) annual installments

SECTION 4. That in the event the property affected by the final assessments of the project are sold in part, the unpaid assessment for the original parcel of the property shall be paid in full.

SECTION 5. That the interest to be charged on the special assessments provided for herein is five and five tenths percent (5.50%) per annum.

SECTION 6. The City Clerk is directed to publish this Resolution as a Class 1 notice in the official newspaper. The Clerk is further directed to mail a copy of this Resolution to every property owner whose name appears on the assessment roll whose post address is known or can be ascertained with reasonable diligence.

ADOPTED _____

Lois TeStrake, Mayor

APPROVED _____

PUBLISHED _____

Jessica Shiferl, City Clerk



MEMORANDUM

Date: August 3, 2023
TO: Common Council
FROM: Tom Turchi, Director of Public Works
SUBJECT: Property Acquisition for Adler Road – Sycamore Avenue to Weber Park

BACKGROUND

In 2022, the City of Marshfield was awarded a TAP grant from the Wisconsin Department of Transportation for the construction of a multi-use trail on Adler Road from Sycamore Avenue to Weber park. The project will require some permanent limited easements and temporary easements for grading for a multi-use trail along the south side of Adler Road. Due to federal funds being used on the project, the real estate acquisition must follow the WisDOT process, which includes preparation of a right-of-way plat and a Relocation Order resolution to initiate the process.

ANAYSIS

Attached are the Relocation Order and the right-of-way plat. The plat shows the land interests that need to be acquired for the project. Along the south side of the project, the required land interests are permanent limited easements for drainage structures and temporary limited easements for grading purposes to match in driveways as well as slopes behind the multi-use trail. The Relocation Order is the instrument that initiates the Common Councils intent to acquire the property.

In April 3rd, 2023 the Board of Public Works and subsequently the Common Council on April 11th, 2023 approved a contract with MSA for parcel acquisitions following the DOT process.

RECOMMENDATION

Approve the right-of-way plat and Relocation Order. Further, authorize the Director of Public Works to sign the right-of-way plat on behalf of the City.

CONVENTIONAL SYMBOLS			
SECTION LINE		SECTION CORNER SYMBOL	
QUARTER LINE		NON-MONUMENTED R/W POINT	
SIXTEENTH LINE		FOUND IRON PIN (1-INCH UNLESS NOTED)	
NEW REFERENCE LINE		GEODETIC SURVEY MONUMENT	
NEW R/W LINE		SIXTEENTH CORNER MONUMENT	
EXISTING R/W OR HE LINE		SIGN	
PROPERTY LINE		OFF-PREMISE SIGN	
LOT, TIE & OTHER MINOR LINES		COMPENSABLE	
SLOPE INTERCEPT		NON-COMPENSABLE	
CORPORATE LIMITS		ELECTRIC POLE	
UNDERGROUND FACILITY (COMMUNICATIONS, ELECTRIC, ETC)		TELEPHONE POLE	
NEW R/W (FEE OR HE) (HATCHING VARIES BY OWNER)		PEDESTAL (LABEL TYPE) (TV, TEL, ELEC, ETC.)	
TEMPORARY LIMITED EASEMENT AREA		ACCESS RESTRICTED BY ACQUISITION	
EASEMENT AREA (PERMANENT LIMITED OR RESTRICTED DEVELOPMENT)		NO ACCESS (BY STATUTORY AUTHORITY)	
TRANSMISSION STRUCTURES		ACCESS RESTRICTED (BY PREVIOUS PROJECT OR CONTROL)	
BUILDING TO BE REMOVED		NO ACCESS (NEW HIGHWAY)	
BRIDGE		PARCEL NUMBER 25	
CULVERT		UTILITY NUMBER 40	
CONVENTIONAL UTILITY SYMBOLS		CURVE DATA ABBREVIATIONS	
WATER		LONG CHORD	LCH
GAS		LONG CHORD BEARING	LCB
TELEPHONE		RADIUS	R
OVERHEAD TRANSMISSION LINES		DEGREE OF CURVE	D
ELECTRIC		CENTRAL ANGLE	Δ/DELTA
CABLE TELEVISION		LENGTH OF CURVE	L
FIBER OPTIC		TANGENT	T
SANITARY SEWER		DIRECTION AHEAD	DA
STORM SEWER		DIRECTION BACK	DB
ELECTRIC TOWER			
POWER POLE			
TELEPHONE POLE			
TELEPHONE PEDESTAL			

CONVENTIONAL ABBREVIATIONS			
ACCESS RIGHTS	AR	OUTLOT	OL
ACRES	AC	PAGE	P
AHEAD	AH	POINT OF TANGENCY	PT
ALUMINUM	ALUM	PROPERTY LINE	PL
AND OTHERS	ET AL	RECORDED AS (100')	
BACK	BK	REEL / IMAGE	R/I
BLOCK	BLK	REFERENCE LINE	R/L
CENTERLINE	C/L	PERMANENT LIMITED EASEMENT	PLE
CERTIFIED SURVEY MAP	CSM	POINT OF BEGINNING	POB
CONCRETE	CONC	POINT OF CURVATURE	PC
COUNTY	CO	POINT OF COMPOUND CURVE	PCC
COUNTY TRUNK HIGHWAY	CTH	POINT OF INTERSECTION	PI
DISTANCE	DIST	REMAINING	REM
CORNER	COR	RESTRICTIVE DEVELOPMENT EASEMENT	RDE
DOCUMENT NUMBER	DOC	RIGHT	RT
EASEMENT	EASE	RIGHT OF WAY	R/W
EXISTING	EX	SECTION	SEC
GAS VALVE	GV	SEPTIC VENT	SEPV
GRID NORTH	GN	SQUARE FEET	SF
HIGHWAY EASEMENT	HE	STATE TRUNK HIGHWAY	STH
IDENTIFICATION	ID	STATION	STA
LAND CONTRACT	LC	TELEPHONE PEDESTAL	TP
LEFT	LT	TEMPORARY LIMITED EASEMENT	TLE
MONUMENT	MON	TRANSPORTATION PROJECT PLAT	TPP
NATIONAL GEODETIC SURVEY	NGS	UNITED STATES HIGHWAY	USH
NUMBER	NO	VOLUME	V

NOTES:

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"x24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.

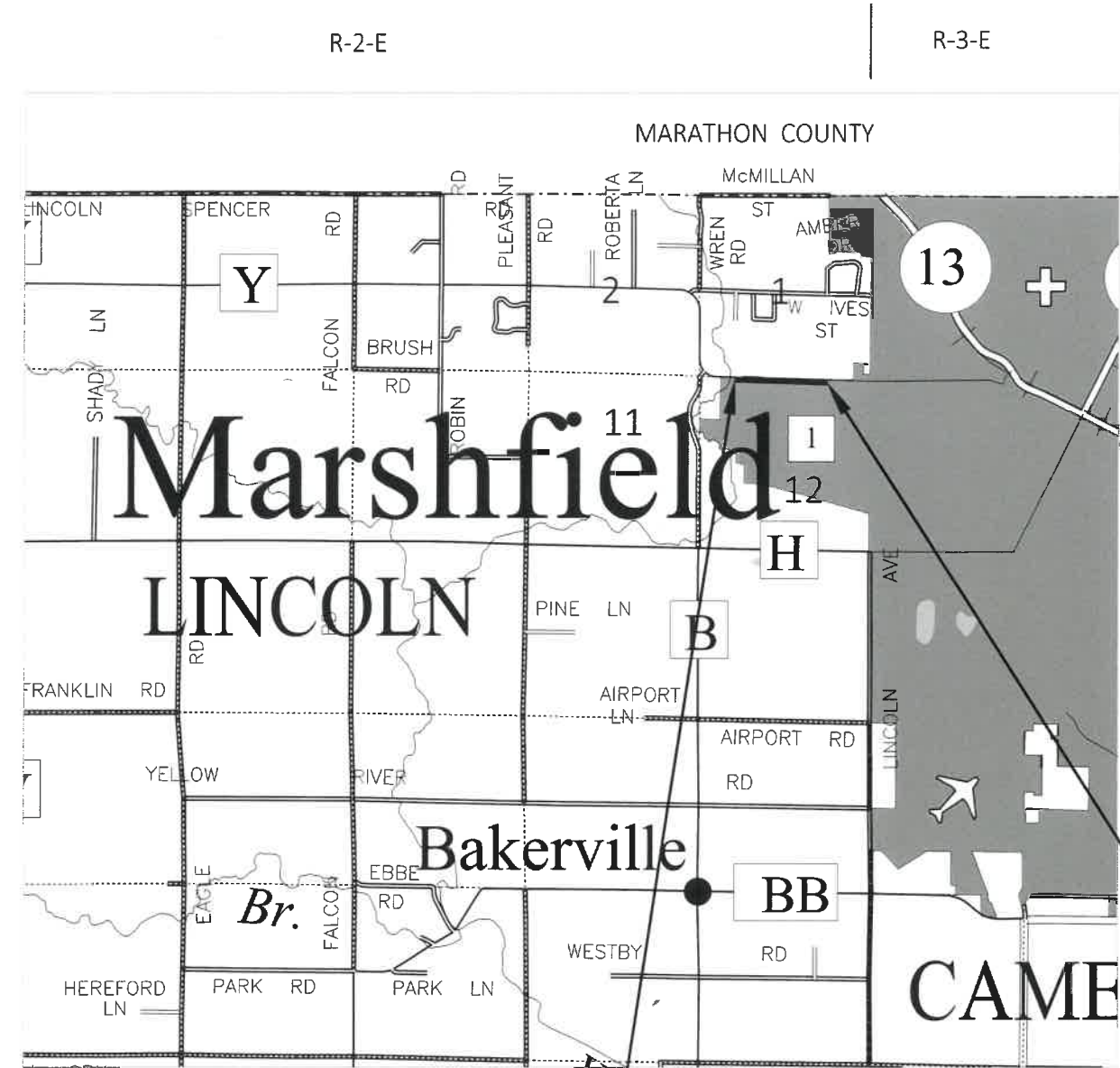
RIGHT-OF-WAY BOUNDARIES ARE DEFINED WITH COURSES OF THE PERIMETER OF THE HIGHWAY LANDS REFERENCED TO THE U.S. PUBLIC LAND SURVEY SYSTEM OR OTHER "SURVEYS" OF PUBLIC RECORD.

DIMENSIONS FOR THE NEW RIGHT-OF-WAY IS MEASURED ALONG AND PERPENDICULAR TO THE NEW REFERENCE LINES.

A TEMPORARY LIMITED EASEMENT (TLE) IS A RIGHT FOR CONSTRUCTION PURPOSES, AS DEFINED HEREIN, INCLUDING THE RIGHT TO OPERATE NECESSARY EQUIPMENT THEREON, THE RIGHT OF INGRESS AND EGRESS, AS LONG AS REQUIRED FOR SUCH PUBLIC PURPOSE, INCLUDING THE RIGHT TO PRESERVE, PROTECT, REMOVE, OR PLANT THEREON ANY VEGETATION THAT THE HIGHWAY AUTHORITIES MAY DEEM DESIRABLE. ALL (TLES) ON THIS PLAT EXPIRE AT THE COMPLETION OF THE CONSTRUCTION PROJECT FOR WHICH THIS INSTRUMENT IS GIVEN.

PROPERTY LINES SHOWN ON THIS PLAT ARE DRAWN FROM DATA DERIVED FROM MAPS AND DOCUMENTS OF PUBLIC RECORD AND/OR EXISTING OCCUPATIONAL LINES. THIS PLAT MAY NOT BE A TRUE REPRESENTATION OF EXISTING PROPERTY LINES, EXCLUDING RIGHT-OF-WAY, AND SHOULD NOT BE USED AS A SUBSTITUTE FOR AN ACCURATE FIELD SURVEY.

INFORMATION FOR THE BASIS OF EXISTING HIGHWAY RIGHT-OF-WAY POINTS OF REFERENCE ARE LISTED ON THE DETAIL PAGES.



BEGIN RELOCATION ORDER
 STA. 100+00.00
 Y = 553,758.237
 X = 628,265.363

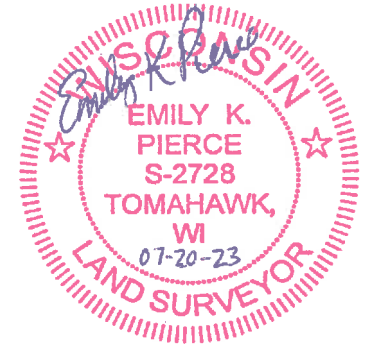
END RELOCATION ORDER
 STA. 131+21.30
 Y = 553,671.405
 X = 631,385.448

LAYOUT
 SCALE 0 1 MI
 TOTAL NET LENGTH OF CENTERLINE = 0.591 MI

R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 1	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

ORIGINAL PLAT PREPARED BY

 146 North Central Ave, Marshfield WI 54449
 (715) 384-2133



07/20/2023
 DATE

 Professional Land Surveyor



PROJECT LOCATION

END RELOCATION ORDER
 STA. 131+21.30
 Y = 553,671.405
 X = 631,385.448
 1015.00 FEET WEST AND
 28.27 FEET NORTH OF THE
 NORTHEAST CORNER OF
 SECTION 12, T-25-N, R-2-E,
 CITY OF MARSHFIELD, WOOD
 COUNTY, WI

CAUTION:
 THIS PLAT IS FOR ILLUSTRATIVE PURPOSES ONLY. DEEDS
 MUST BE CHECKED TO DETERMINE PROPERTY BOUNDARIES.

REVISION DATE	WOOD COUNTY
APPROVED FOR THE COUNTY	
DATE: _____	(Signature)

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE SQ. FT.	PLE SQ. FT.
			NEW	EXISTING	TOTAL		
1	THE CITY OF MARSHFIELD	TLE				2380	0
2	MARK J. KNAUF AND MELISSA A. BOHN, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP	PLE/TLE				2289	875
3	GINGER HEIER, A MARRIED WOMAN	PLE/TLE				692	608

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

PLE POINTS				
PNT #	STATION	OFFSET	Y	X
200	102+19.37	32.77'	553719.208	628483.794
201	102+19.42	35.77'	553716.208	628483.769
202	105+11.16	36.11'	553707.536	628775.256
203	105+71.17	36.14'	553705.751	628835.242
204	106+92.42	36.20'	553702.145	628956.440
205	106+92.41	58.20'	553680.155	628955.786
206	107+02.41	58.20'	553679.858	628965.781

Line Table		
Line #	Direction	Length
L20	N02°00'15"E	0.485'
L21	S01°40'38"W	0.200'

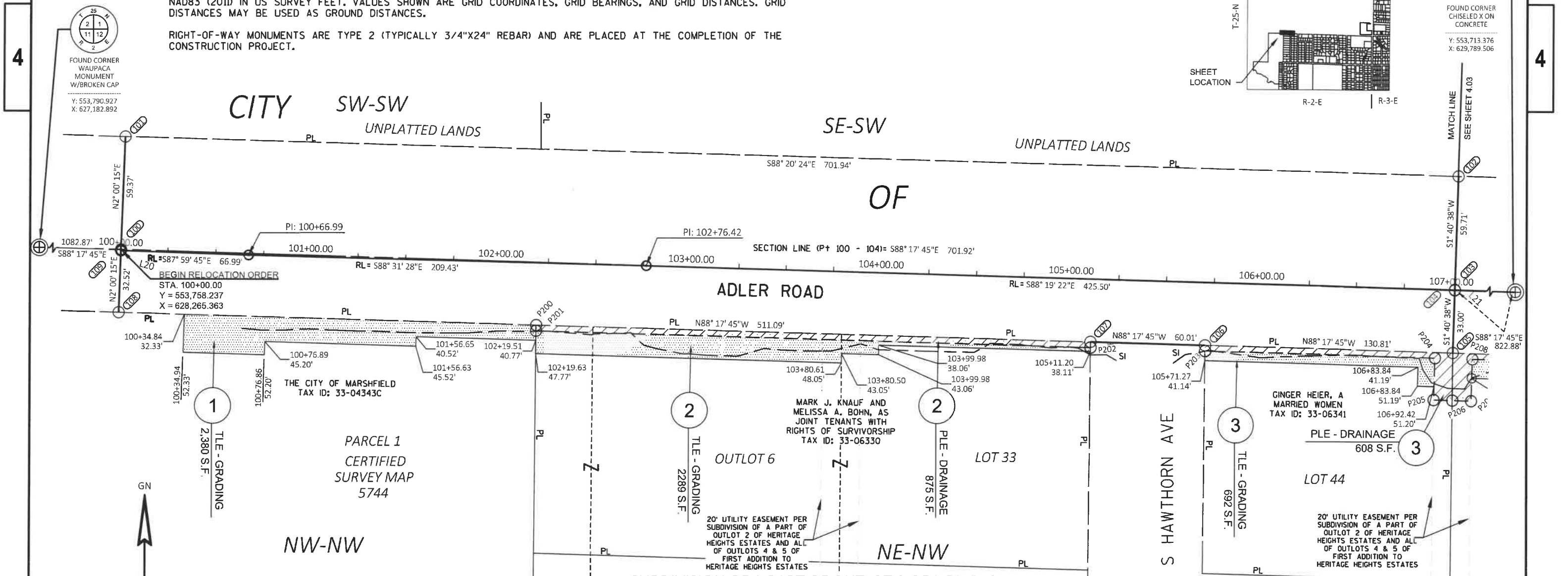
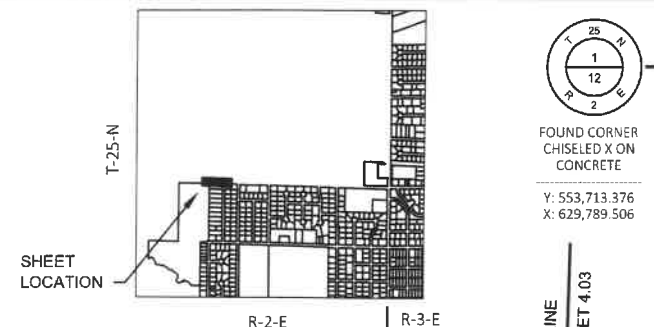
RW POINTS				
PNT #	STATION	OFFSET	Y	X
100	100+00.00	0.485'	553758.721	628265.380
101	100+00.00	59.86'	553818.058	628267.456
102	107+01.92	-59.71'	553797.734	628968.742
103	107+01.92	0.00'	553738.047	628966.995
104	107+01.92	0.20'	553737.847	628966.989
105	107+01.92	33.20'	553704.861	628966.023
106	105+71.11	33.14'	553708.751	628835.271
107	105+11.10	33.11'	553710.536	628775.285
108	100+00.00	32.52'	553725.741	628264.226
109	100+00.00	0.00'	553758.237	628265.363

R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 2	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

NOTES:
EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: CERTIFIED SURVEY MAP #5744, 1ST ADDITION TO HERITAGE HEIGHTS ESTATES and WARRANTY DEED DOC. #792127.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"x24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.



SUBDIVISION OF A PART OF OUTLOT 2 OF HERITAGE HEIGHTS ESTATES AND ALL OF OUTLOTS 4 & 5 OF FIRST ADDITION TO HERITAGE HEIGHTS ESTATES

MARSHFIELD

SUBDIVISION OF A PART OF OUTLOT 2 OF HERITAGE HEIGHTS ESTATES AND ALL OF OUTLOTS 4 & 5 OF FIRST ADDITION TO HERITAGE HEIGHTS ESTATES

REVISION DATE	DATE 04/11/2023	SCALE, FEET	HWY: ADLER ROAD	R/W PROJECT NUMBER 6995-12-01	PLAT SHEET 4.02
	GRID FACTOR	0 50 100	COUNTY: WOOD	CONSTRUCTION PROJECT NUMBER 6995-12-01	PS&E SHEET

SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

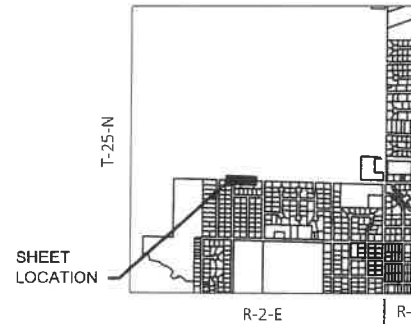
PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE SO. FT.	PLE SO. FT.
			NEW	EXISTING	TOTAL		
4	THOMAS M. LESCHKE AND LAURA A. LESCHKE, HUSBAND AND WIFE AS SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				1266	635

NOTES:
EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: CERTIFIED SURVEY MAP #8120, CERTIFIED SURVEY MAP #9532 AND 1ST ADDITION TO HERITAGE HEIGHTS ESTATES.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"X24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.

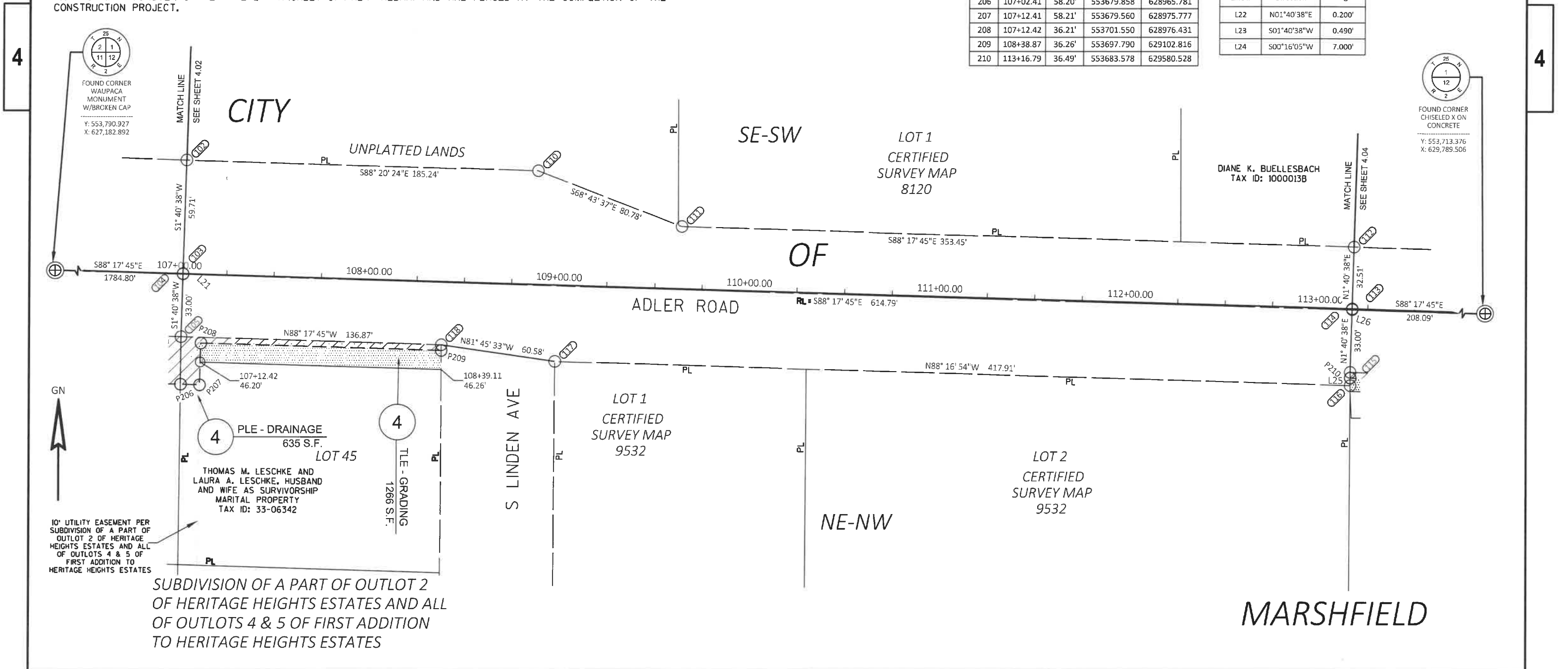
RW POINTS				
PNT #	STATION	OFFSET	Y	X
102	107+01.92	-59.71'	553797.734	628968.742
103	107+01.92	0.00'	553738.047	628966.995
104	107+01.92	0.20'	553737.847	628966.989
105	107+01.92	33.20'	553704.861	628966.023
110	108+87.16	-59.77'	553792.368	629153.904
111	109+63.26	-32.68'	553763.061	629229.177
112	113+16.72	-32.51'	553752.550	629582.474
113	113+16.72	0.00'	553720.053	629581.523
114	113+16.72	0.49'	553719.564	629581.508
115	113+16.72	33.49'	553686.578	629580.542
116	113+16.89	40.49'	553679.576	629580.510
117	108+98.98	40.19'	553692.108	629162.785
118	108+38.79	33.26'	553700.791	629102.832



R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 3	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

PLE POINTS				
PNT #	STATION	OFFSET	Y	X
206	107+02.41	58.20'	553679.858	628965.781
207	107+12.41	58.21'	553679.560	628975.777
208	107+12.42	36.21'	553701.550	628976.431
209	108+38.87	36.26'	553697.790	629102.816
210	113+16.79	36.49'	553683.578	629580.528

Line Table		
Line #	Direction	Length
L22	N01°40'38"E	0.200'
L23	S01°40'38"W	0.490'
L24	S00°16'05"W	7.000'



REVISION DATE	DATE 04/11/2023	SCALE, FEET 0 50 100	HWY: ADLER ROAD	R/W PROJECT NUMBER 6995-12-01	PLAT SHEET 4.03
	GRID FACTOR		COUNTY: WOOD	CONSTRUCTION PROJECT NUMBER 6995-12-01	PS&E SHEET

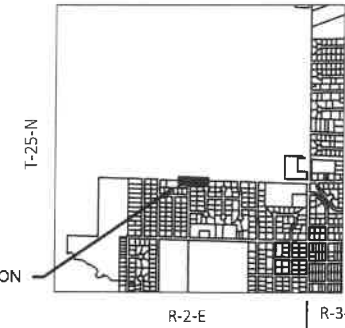
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE SO. FT.	PLE SO. FT.
			NEW	EXISTING	TOTAL		
5	JENIFER D. BINDER	PLE/TLE				1416	528
6	BEATRICE TERSKI (LIFE ESTATE), CHRIS TERSKI, AND CLAUDIA MILLER	PLE/TLE				1404	177
7	KENNETH M. BAUR AND BRENDA L. BAUR, HUSBAND AND WIFE, SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				1948	183

Line Table		
Line #	Direction	Length
L25	N00°16'05"E	7.000'
L26	N01°40'38"E	0.490'
L27	N00°30'46"E	7.000'
L28	S01°37'50"W	0.014'

RW POINTS				
PNT #	STATION	OFFSET	Y	X
112	113+16.72	-32.51'	553752.550	629582.474
113	113+16.72	0.00'	553720.053	629581.523
114	113+16.72	0.49'	553719.564	629581.508
115	113+16.72	33.49'	553686.578	629580.542
116	113+16.89	40.49'	553679.576	629580.510
119	115+23.80	-32.41'	553746.392	629789.468
120	115+23.66	-39.41'	553753.390	629789.530
121	119+08.93	-40.01'	553743.029	630174.632
122	119+08.93	-0.01'	553703.045	630173.493
123	119+08.93	0.00'	553703.031	630173.493
124	119+08.93	34.99'	553668.059	630172.497
125	115+58.64	35.53'	553677.480	629822.336
126	114+92.60	33.57'	553681.348	629756.353



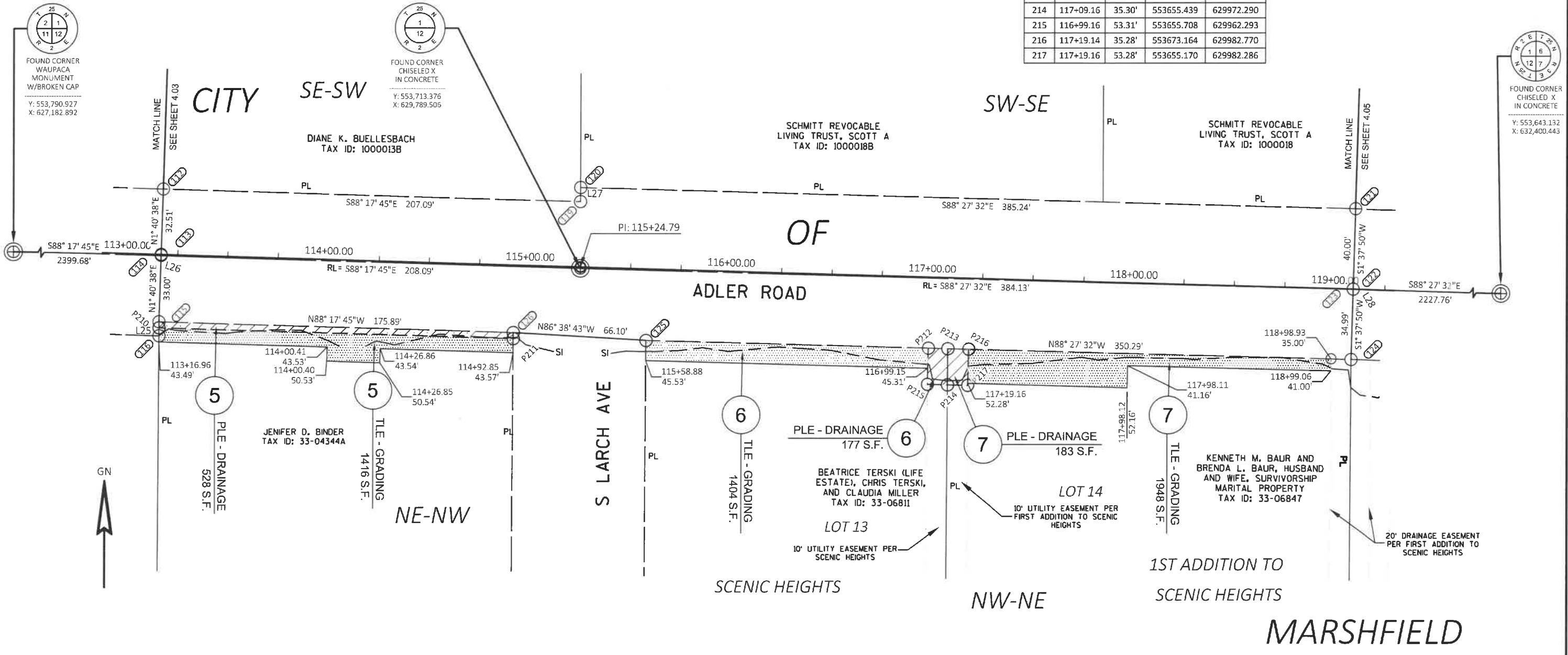
R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 4	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

PLE POINTS				
PNT #	STATION	OFFSET	Y	X
210	113+16.79	36.49'	553683.577	629580.528
211	114+92.68	36.57'	553678.347	629756.339
212	116+99.14	35.31'	553673.702	629962.777
213	117+08.77	35.30'	553673.443	629972.406
214	117+09.16	35.30'	553655.439	629972.290
215	116+99.16	53.31'	553655.708	629962.293
216	117+19.14	35.28'	553673.164	629982.770
217	117+19.16	53.28'	553655.170	629982.286

NOTES:
 EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: SCENIC HEIGHTS AND 1ST ADDITION TO SCENIC HEIGHTS.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"X24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.

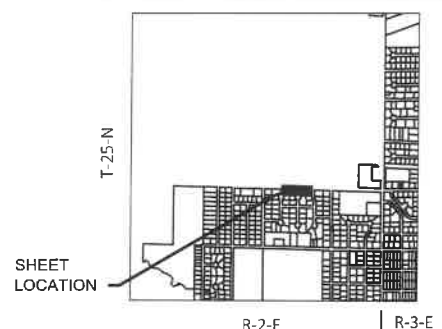


REVISION DATE	DATE 04/11/2023	SCALE, FEET 0 50 100	HWY: ADLER ROAD	R/W PROJECT NUMBER 6995-12-01	PLAT SHEET 4.04
GRID FACTOR			COUNTY: WOOD	CONSTRUCTION PROJECT NUMBER 6995-12-01	PS&E SHEET

PARCEL NUMBER	OWNER(S)	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE SQ. FT.	PLE SQ. FT.
			NEW	EXISTING	TOTAL		
8	SHAWN P. SHUSTER AND CINDY M. SHUSTER, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				851	0
9	RAM D. PATHAK AND SUMEDHA R. PATHAK, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				875	0
10	PATRICK L. ANDREAE AND KAYE A. ANDREAE, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				1259	0

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

RW POINTS				
PNT #	STATION	OFFSET	Y	X
121	119+08.93	-40.01'	553743.029	630174.632
122	119+08.93	-0.01'	553703.045	630173.493
123	119+08.93	0.00'	553703.031	630173.493
124	119+08.93	34.99'	553668.059	630172.497
127	120+66.59	-39.90'	553738.792	630332.130
128	120+66.57	-32.77'	553731.669	630331.919
129	125+83.78	-32.34'	553717.885	630848.964
130	125+83.78	0.00'	553685.559	630848.113
131	125+83.78	0.66'	553684.896	630848.095
132	125+83.78	35.66'	553649.908	630847.174



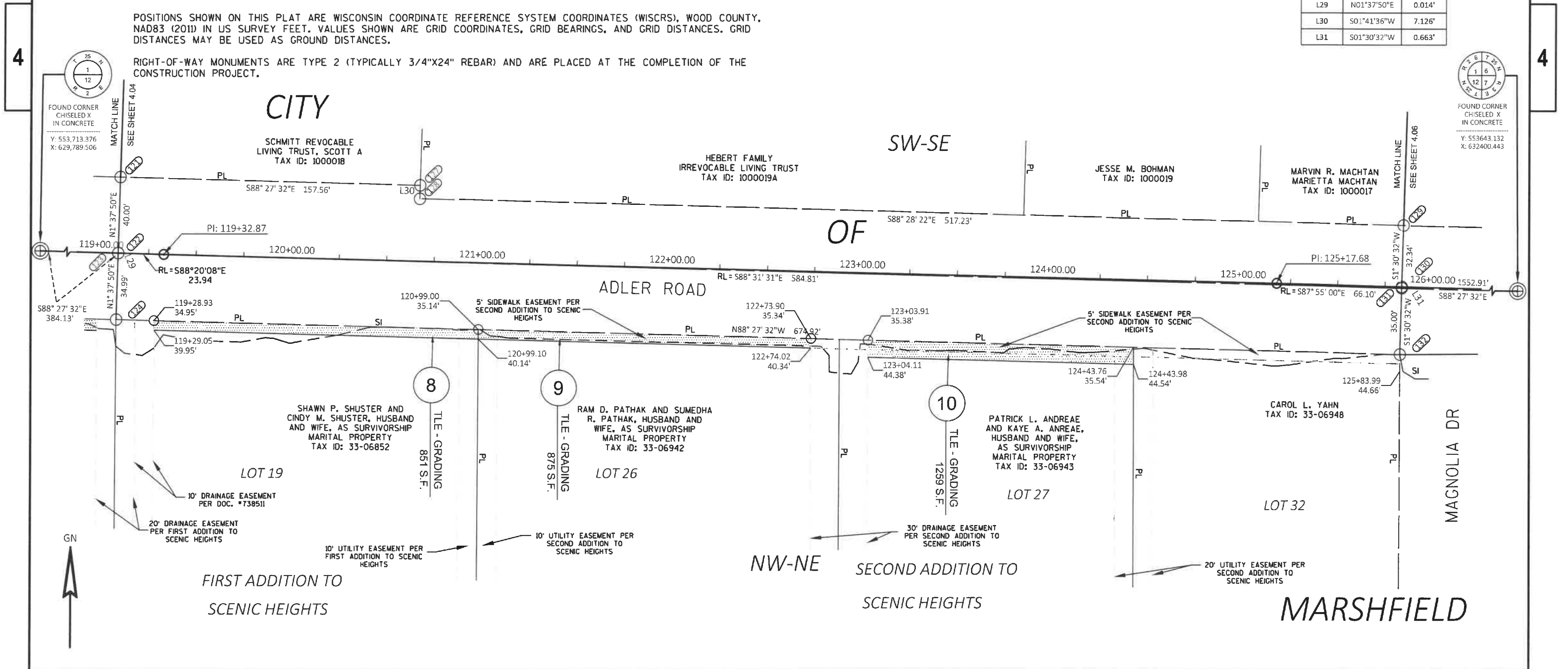
R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 5	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

NOTES:
EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: 1ST ADDITION TO SCENIC HEIGHTS ESTATES AND 2ND ADDITION TO SCENIC HEIGHTS.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"X24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.

Line Table		
Line #	Direction	Length
L29	N01°37'50"E	0.014'
L30	S01°41'36"W	7.126'
L31	S01°30'32"W	0.663'



REVISION DATE	DATE 04/11/2023	SCALE, FEET 0 50 100	HWY: ADLER ROAD	R/W PROJECT NUMBER 6995-12-01	PLAT SHEET 4.05
	GRID FACTOR		COUNTY: WOOD	CONSTRUCTION PROJECT NUMBER 6995-12-01	PS&E SHEET

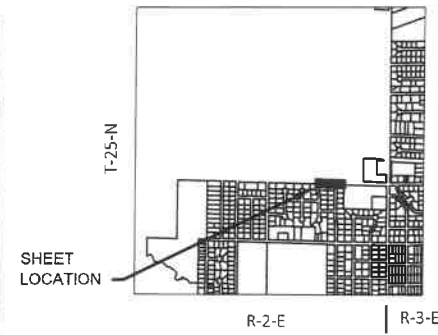
SCHEDULE OF LANDS & INTERESTS REQUIRED

OWNER'S NAMES ARE SHOWN FOR REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO THE TRANSFER OF LAND INTERESTS TO THE COUNTY.

PARCEL NUMBER	OWNERS	INTEREST REQUIRED	R/W ACRES REQUIRED			TLE SQ. FT.	PLE SQ. FT.
			NEW	EXISTING	TOTAL		
11	BRUCE A. LAUTENSCHLAGER AND NADENE N. LAUTENSCHLAGER, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	PLE/TLE				1340	563
12	JAMES M. MCCROSSEN AND KATHERINE M. MCCROSSEN, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY	TLE				584	0

Line Table		
Line #	Direction	Length
L32	N01°30'32"E	0.663'
L33	N00°10'14"E	7.002'
L34	S01°30'32"W	0.885'
L35	N00°01'19"E	7.002'

RW POINTS				
PNT #	STATION	OFFSET	Y	X
129	125+83.78	-32.34'	553717.885	630848.964
130	125+83.78	0.00'	553685.559	630848.113
131	125+83.78	0.66'	553684.896	630848.095
132	125+83.78	35.66'	553649.908	630847.174
133	128+29.97	-32.20'	553711.263	631095.073
134	128+29.81	-39.20'	553718.265	631095.094
135	129+77.66	-39.12'	553714.289	631242.885
136	129+77.66	0.00'	553675.187	631241.855
137	129+77.66	0.89'	553674.303	631241.832
138	129+77.66	40.89'	553634.317	631240.779
139	128+31.59	40.80'	553638.245	631094.763
140	128+31.41	33.80'	553645.248	631094.766
141	126+43.75	33.70'	553650.295	630907.175



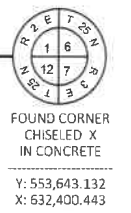
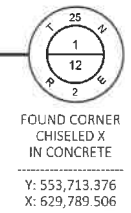
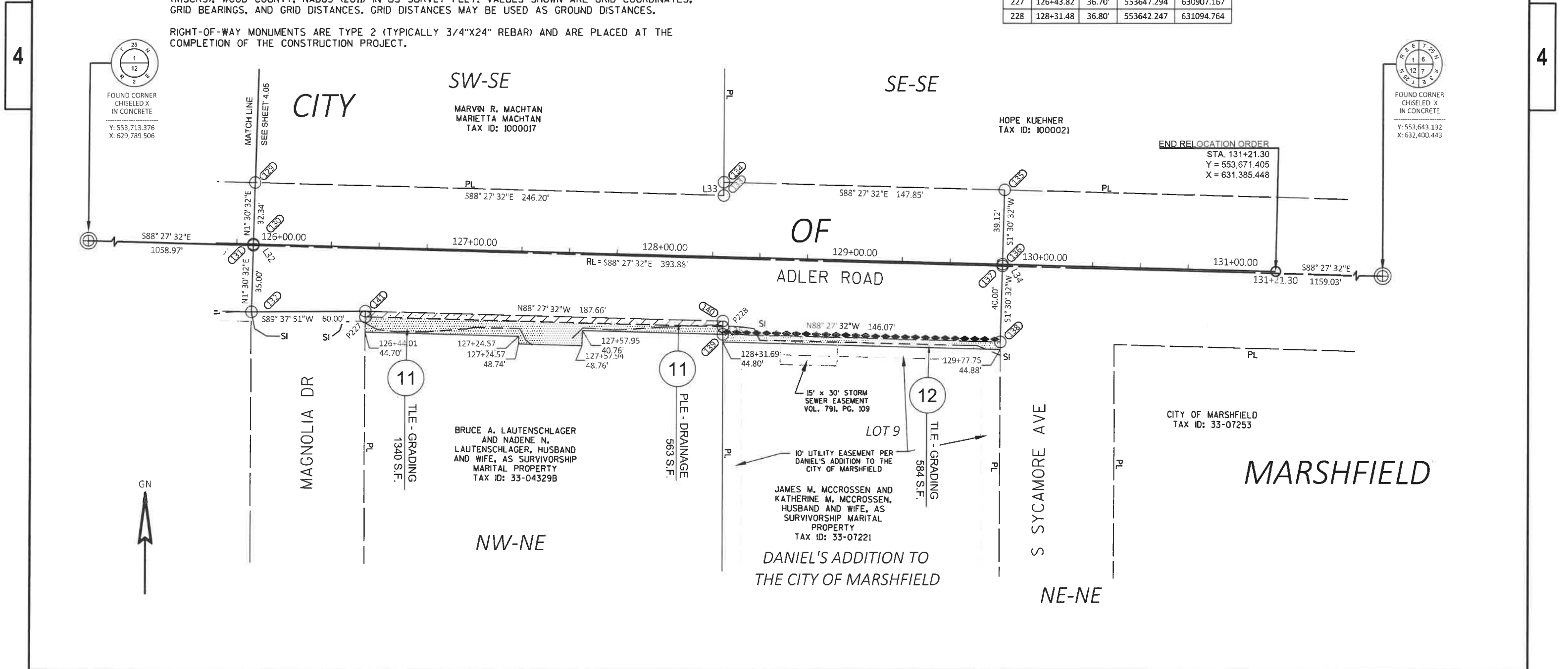
R/W PROJECT NUMBER 6995-12-01	SHEET NUMBER 6	TOTAL SHEETS 6
CONSTRUCTION PROJECT NUMBER		
PLAT OF RIGHT OF WAY REQUIRED FOR ADLER ROAD (COUNTY ROAD Y) MARSHFIELD, WI		
ADLER ROAD	WOOD COUNTY	

PLE POINTS				
PNT #	STATION	OFFSET	Y	X
227	126+43.82	36.70'	553647.294	630907.167
228	128+31.48	36.80'	553642.247	631094.764

NOTES:
EXISTING HIGHWAY RIGHT-OF-WAY SHOWN HEREIN IS BASED ON THE FOLLOWING POINTS OF REFERENCE: DANIEL'S ADDITION TO THE CITY OF MARSHFIELD.

POSITIONS SHOWN ON THIS PLAT ARE WISCONSIN COORDINATE REFERENCE SYSTEM COORDINATES (WISCRS), WOOD COUNTY, NAD83 (2011) IN US SURVEY FEET. VALUES SHOWN ARE GRID COORDINATES, GRID BEARINGS, AND GRID DISTANCES. GRID DISTANCES MAY BE USED AS GROUND DISTANCES.

RIGHT-OF-WAY MONUMENTS ARE TYPE 2 (TYPICALLY 3/4"X24" REBAR) AND ARE PLACED AT THE COMPLETION OF THE CONSTRUCTION PROJECT.



REVISION DATE	DATE 04/11/2023	SCALE, FEET 0 50 100	HWY: ADLER ROAD	R/W PROJECT NUMBER 6995-12-01	PLAT SHEET 4.06
GRID FACTOR			COUNTY: WOOD	CONSTRUCTION PROJECT NUMBER 6995-12-01	PS&E SHEET

**CITY OF MARSHFIELD
RESOLUTION NO. 2023-46
RELOCATION ORDER
Document Title**

Document Number

WHEREAS, the City of Marshfield desires to construct a multi-use trail on Adler Road (Sycamore Avenue to Weber Park) located in the NW ¼ of the NW ¼ of Section 12, Town 25 North Range 2 East, NE ¼ of the NW ¼ of Section 12, Town 25 North, Range 2 East and in the NW ¼ of the NE ¼ of Section 12, Town 25 North, Range 2 East, City of Marshfield, Wood County, Wisconsin; and

WHEREAS, it has been determined that the property described herein is needed for said transportation improvement; and

WHEREAS, it is required that all needed lands and interest in lands be acquired in accordance with the provisions of various state statutes; and

WHEREAS, it is necessary that the City of Marshfield approve a relocation order for the project described below:

NOW, THEREFORE, BE IT RESOLVED, that the City of Marshfield makes and declares the following Relocation Order.

1. That this Resolution is a Relocation Order in accordance with Section 32.05(1) of the Wisconsin Statutes, for the purpose of the above described public improvement project to acquire the property described in plat of survey, and which property lies in the City of Marshfield, Wood County, Wisconsin; and it is also determined that this acquisition is necessary to provide for orderly development of transportation facilities;

2. That to effect this change pursuant to the authority granted under Section 32.05 Wisconsin Statutes, the Common Council of the City of Marshfield hereby:

- A. Determines that it is necessary and that it is for a public purpose, that the property described in the attached right-of-way plat be acquired by the City of Marshfield for improvement of Adler Road.
- B. Orders that the required lands or interest in lands as described and as shown in the attached right-of-way plat shall be acquired by the City of Marshfield pursuant to Section 32.05 of the Wisconsin Statutes.

This Relocation Order is issued by the City of Marshfield and is entered in the Minutes of the City Council and passed and approved this 8th day of August, 2023.

CITY COUNCIL OF THE CITY OF MARSHFIELD, WISCONSIN

BY: _____ (Seal) ATTEST: _____ (Seal)
Lois TeStrake, Mayor Jessica Schiferl, City Clerk

I hereby certify on the 8th day of August, 2023, the within Relocation Order was adopted by a vote of _____ ayes and _____ nays by the City Council of the City of Marshfield, Wisconsin.

ATTEST: _____ (Seal)
Jessica Schiferl, City Clerk

STATE OF WISCONSIN COUNTY OF _____

Personally came before me, this _____ day of _____, 20 _____ the above named Lois TeStrake and Jessica Schiferl to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, _____ County, Wisconsin
My Commission Expires: _____

THIS INSTRUMENT WAS DRAFTED BY:
Thomas R. Turchi, Director of Public Works
City of Marshfield
207 W 6th Street
Marshfield, WI 54449

Recording Area

Name and Return Address

City of Marshfield, City Clerk
207 W 6th Street
Marshfield, WI 54449

3304343C, 3306330, 3306241, 3306342,
3304344A, 33306811, 3308847, 3306852,
3306942, 3306943, 3304329B, 3307221

Parcel Identification Number (PIN)



City of Marshfield Memorandum

DATE: August 3, 2023
TO: Mayor TeStrake & Council members
FROM: Steve Barg, City Administrator
RE: Implementation of Ordinance No. 1496: Utility Commission membership

Background

On July 25th, Council approved Ordinance No. 1496, amending Municipal Code Section 14-46(2) to increase the membership of the Utility Commission to 7 members, including 2 members of the Council. This ordinance also increases the term of office to 7 years.

Under State law, Utility Commissioners are elected by the Council, with terms starting on October 1st. Citizens are invited to send letters of interest in serving on the Commission by early September each year. Candidates are presented at the Council's first meeting in September. Commissioners are then elected at the second Council meeting in September, which allows newly-elected Commissioners to begin their term on October 1st.

Analysis

As the annual election process is set to begin next month, staff recommends electing the 2 Council Commissioners at that time, making for a smooth transition on the Commission. Staff recommends electing one Council member from an "even" Council district and one from an "odd" Council district, to reduce the likelihood of two mid-term vacancies at the same time. Council members wishing to serve on the Commission should tell the Mayor of their interest by no later than September 6th.

Staff also recommends that one Council Commissioner term expire in 2028, and the other one in 2029. The term of the citizen Commissioner elected in September would expire in 2030. The remaining citizen terms would become 7-year terms at the time of election or re-election. If a Council member serving on the Commission isn't re-elected as a Council member, their term on the Commission will be treated as any other Commission vacancy. A Council election would fill the vacancy for the balance of that term.

Recommendation:

Staff recommends approval of the Utility Commission membership implementation plan.



City of Marshfield Memorandum

DATE: August 3, 2023
TO: Mayor TeStrake & City Council
FROM: Steve Barg, City Administrator
RE: Approval of 2 Council members for the City's collective bargaining team

Background

On July 25th, the Council approved appointment of the City's collective bargaining team for contract negotiations with the police and fire unions as highlighted below. (Both labor contracts expire on December 31, 2023.) The team will be comprised as follows:

- Mayor
- 1-2 Council members
- City Administrator
- Human Resources Director
- Finance Director
- Police or Fire Chief
- FPC representative

At that time, Council members were asked to let Mayor TeStrake know if they wish to be considered for this role. On Tuesday night, the Mayor will make her appointment, subject to Council approval.

Recommendation

Staff recommends Council approval of the Mayor's appointments.



City of Marshfield Memorandum

DATE: August 3, 2023
TO: Mayor TeStrake & City Council
FROM: Steve Barg, City Administrator
RE: Approval of appointments to the City's new Housing Committee

Background

At a joint Council-EDB meeting (with CDA invited) on June 15th, it was agreed to create a Housing Committee. The Committee's mission is to study the City's residential needs and provide a report with recommendations on how to address them. Two representatives stepped forward from each group (Council/EDB/CDA) to volunteer. I will provide staff assistance as needed. Committee members presented for consideration are as follows:

- From Council: Derek Wehrman and Ed Wagner
- From EDB: Mary Jo Wheeler-Schueller and Ken Bargender
- From CDA: Mary James-Mork and Carol Kerper

Recommendation

Staff recommends Council approval of the Housing Committee members as presented.