

**CITY OF MERRILL
COMMITTEE OF THE WHOLE**

Tuesday, January 8th, 2013 at 6:00 P.M.

**City Hall Basement Conference Room
1004 East First Street**

AGENDA

1. Call to order
2. Public Comment
3. The Committee of the Whole may convene in closed session pursuant to Wisconsin State Statutes 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, to consider policy direction for negotiation of the following:
 - a. Potential fire protection agreement renewal options with Towns of Merrill, Scott, and Rock Falls effective in 2014;
 - b. Potential continued participation in and fiscal commitments to Lincoln County Economic Development Corporation (LCEDC); and
 - c. Potential boundary agreement with Town of Pine River (follow-up from July 31st, 2012 Committee of Whole meeting).
4. Adjournment

Mayor William R. Bialecki

The Merrill City Hall is accessible to the physically disadvantaged. If special accommodations are needed, please contact the Merrill City Hall at 536-5594.

Date and time agenda was posted: _____ *Posted by:* _____

AGREEMENT FOR FIRE PROTECTION/INSPECTIONS

This agreement dated as of the 19th day of August, 2008, by and between the City of Merrill ("City"), a Wisconsin Municipal Corporation and the Towns of MERRILL, SCOTT, and ROCK FALLS (hereinafter collectively referred to as "Towns"), Wisconsin Municipal Corporations:

WITNESSETH:

WHEREAS, the City has established and provides fire protection service for the City and the Towns; and

WHEREAS, the Towns are required by Wis. Stat. Sec. 60.55 to provide for fire protection for their residents; and

WHEREAS, the City has the ability to provide said fire protection and the Towns desire to contract with the City to provide said fire protection;

NOW THEREFORE in consideration of the promises and covenants contained herein the parties hereto agree as follows:

1. **FIRE PROTECTION SERVICES.** The City shall be responsible for furnishing fire protection and fire inspection to all towns covered by this agreement. The City of Merrill is further responsible for equipment, firefighters and their training, communications, operations of the Fire Department, budgeting and record keeping. The City shall provide fire protection services to the area of each Town as shown on Exhibit 1 (the "Fire District").
2. **FIRE DEPARTMENT MANAGEMENT.** Day to day management of the Fire Department shall be under the direction of the City as delegated to the Fire Chief. The Fire Chief of the City shall have the exclusive right to prescribe the manner and method of giving the alarm for fire or other emergency service in the Fire District served by this Agreement. In addition, the Fire Chief, or other officers designated by the City, shall, immediately upon arriving at the scene of any alarm or emergency, have the exclusive authority to direct the fire fighting and/or fire prevention activities and emergency operations, and all officers and/or firefighters appointed by the Fire Department shall be subject to the orders of the Fire Chief.
3. **RULES AND REGULATIONS.** All fire fighting and fire prevention activities carried on under the provisions of this Agreement shall be in accordance with the regulations and ordinances of the City.

4. PAYMENT:

- A. A. The Town of Merrill will pay the City of Merrill as follows:
 - i) In 2009 the payment to the City of Merrill shall be \$122,564.00
 - ii) In 2010 the payment to the City of Merrill shall be \$126,241.00
 - iii) In 2011 the payment to the City of Merrill shall be \$130,028.00
 - iv) In 2012 the payment to the City of Merrill shall be \$133,929.00
 - v) In 2013 the payment to the City of Merrill shall be \$137,947.00

- B. The Town of Scott will pay the City of Merrill as follows:
 - i) In 2009 the payment to the City of Merrill shall be \$ 54,053.00
 - ii) In 2010 the payment to the City of Merrill shall be \$ 55,675.00
 - iii) In 2011 the payment to the City of Merrill shall be \$ 57,345.00
 - iv) In 2012 the payment to the City of Merrill shall be \$ 59,065.00
 - v) In 2013 the payment to the City of Merrill shall be \$ 60,837.00

- C. The Town of Rock Falls will pay the City of Merrill as follows:
 - i) In 2009 the payment to the City of Merrill shall be \$ 23,383.00
 - ii) In 2010 the payment to the City of Merrill shall be \$ 24,084.00
 - iii) In 2011 the payment to the City of Merrill shall be \$ 24,807.00
 - iv) In 2012 the payment to the City of Merrill shall be \$ 25,551.00
 - v) In 2013 the payment to the City of Merrill shall be \$ 26,317.00

- D. Payments due under this agreement shall be due each year according to the following schedule:
 - i) One half of the annual amount due shall be paid to the City Treasurer of the City of Merrill by January 31 of each year;
 - ii) The balance due and payable to the City Treasurer of the City of Merrill each year on August 31.

5. TERM AND WITHDRAWAL

- A. The term of this agreement shall commence on January 1, 2009 and shall continue thereafter until December 31, 2013. Thereafter, this contract shall continue year to year unless terminated pursuant to the terms of paragraph 5.C. below. Prior to the renewal of this Agreement, the parties hereto agree to meet and discuss any amendments to the terms hereof starting no later than March 31, 2013.
- B. In the event that this agreement is extended on a year to year basis as set forth in paragraph 5.A. above, after the initial term hereof, the annual payment to the City of Merrill for each subsequent year period of this Agreement shall be increased by Three Percent (3%) per annum.
- C. Any party to this agreement may withdraw from the agreement by giving a written notice to the other parties to the agreement no later than July 1 of any year during the term of this agreement. The withdrawal shall only be effective commencing with January 1 of the year following the delivery of

the notice pursuant to this paragraph. No party to this agreement is entitled to refund of any funds paid under paragraph 4 or 5. Any withdrawing party will remain liable for any outstanding payment due under this agreement. In the event that the City gives notice of its intent to terminate this agreement, then the agreement shall terminate as of the January 1 following the delivery of the notice under this paragraph. Should any of the towns withdraw from this agreement pursuant to this Paragraph , the minimum contribution contemplated shall be renegotiated by the remaining parties to this agreement.

6. BUDGET INFORMATION. The City shall have available by November 15 of each year a detailed budget for the following year, a summary of all fire department activities to date and quarterly written reports. .
7. REVIEW COMMITTEE.
 - A. Any participating Town Board, or the City through the Mayor or Fire Chief, may, with two weeks written notification, request a full or partial group meeting to discuss and resolve any item pertaining to fire protection, inspection, operations or contract agreement. The Review Committee contemplated by this paragraph shall be composed of the Town Chairs of each Town presented by this agreement, the Mayor of the City of Merrill or his or her designee, and the Fire Chief of the City of Merrill. Notwithstanding the foregoing, the City retains the right to manage and direct, in its sole discretion, the operations of the Fire Department.
 - B. In addition to the foregoing, the Chairpersons of the Towns shall be notified of the dates of the July and December meetings of The City of Merrill, Wisconsin's Health & Safety Committee. Representatives of the Towns shall be permitted input in the process for developing the Fire Department Budget at the July meeting and shall be allowed to review year end expense reports of the Fire Department at the December meeting. Notwithstanding the Towns participation, the City retains exclusive authority to establish the Fire Department budget and approve operating and capital expenditures.
8. FIRE INSURANCE DUES AND WISCONSIN STATE FACILITY REIMBURSEMENTS. The distribution and use of the 2% Fire Insurance Premiums, paid on equalized real property improvements in the State of Wisconsin, and received by each Town Treasurer, shall be assigned to the City of Merrill Treasurer in that proportional amount for real property value located on the sections of land specified in this contract, as directed by the Department of Commerce ("COMM"). The City shall be responsible for all fire inspections required by COMM regulations within the Fire District.

The Town of Merrill will retain the Wisconsin Department of Administration's Municipal Aid Reimbursement for Wisconsin Department of Natural Resources Council Grounds facilities located within the Town of Merrill.

9. TANK INSPECTIONS. In addition to the other duties contemplated by this Agreement, the City of Merrill Fire Department shall be responsible for furnishing a certified tank inspector, and the enforcement of WISCONSIN ADMINISTRATIVE CODE, Chapter COMM 10, Flammable and Combustible Liquids; with the addition of:
- A. All COMM rules will be enforced.
 - B. A tank removal permit must be applied for by the owner prior to removal. Fees will be the same as in the City of Merrill.
 - C. The City reserves the right to discontinue the Underground Storage Tank (UST) inspection program if there are further decreases in State of Wisconsin reimbursements and increased training expense costs. If the Fire Chief makes the determination to discontinue this program, UST inspections will be provided through the State of Wisconsin.
10. NOTICE. Notices required under this agreement shall be delivered either in person or by U.S. Mail postage prepaid, to the following individuals:

If to the City:
Fire Chief, City of Merrill
701 E. First Street
Merrill, WI 54452

With a copy to:
City Clerk, City Hall
1004 E. First Street
Merrill, WI 54452

If to the Town of Merrill
William Burgener, Chair.
N2205 Prairie River Avenue
Merrill, WI 54452

With a copy to:
Naomi Fischer, Town Clerk
N2518 HWY 107
Merrill, WI 54452

If to the Town of Scott
Eugene D. Mootz, Chair
W5651 Tannery Drive
Merrill, WI 54452

With a copy to:
Mary Baumann, Town Clerk
N330 Hilltop Lane
Merrill, WI 54452

If to the Town of Rock Falls:
Rudolph Burgener, Chair
N4864 South End Rd
Irma, WI 54442

With a copy to:
Judith Buch, Clerk
W5230 Olivotti Lake Rd
Irma, WI 54442

In the event that any Town officials change during the pendency of this contract, it shall be the responsibility of the Town experiencing the change to notify the other parties of the change. In the event that a change occurs but other parties are not notified, notice sent to the most recent Town officials listed in this agreement

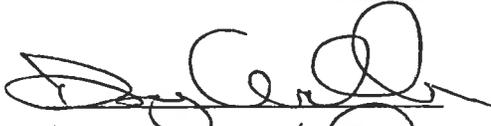
or as later changed upon proper notification shall constitute effective notice notwithstanding subsequent later change in officials without notice.

11. **COMPLETE AGREEMENT.** This Agreement constitutes the complete Agreement of the parties. Any prior Agreements by the parties hereto are hereby superseded by this written Agreement. Any amendment to this Agreement may be done only in writing signed by all parties to this Agreement. This agreement shall be governed by, and construed according to Wisconsin Law.
12. **COUNTERPARTS.** This agreement may be signed separately by each of the parties hereto and each separate signing shall together constitute one and the same agreement between the parties.

IN WITNESS WHEREOF, the parties hereby have signed this Agreement as of the date first above written.

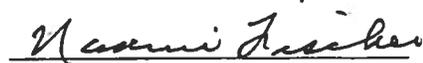
CITY OF MERRILL:

DATE: 8/19/08



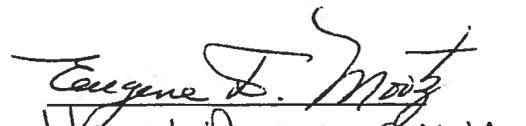

TOWN OF MERRILL:

DATE: 8/14/08

TOWN OF SCOTT:

DATE: 8-18-08




TOWN OF ROCK FALLS:

DATE: 8-19-08




EXHIBIT 1

The following areas of the listed Townships are to be included in the Contract for Fire Services between the City of Merrill and the listed Towns:

Town of Merrill:

All areas of the Town.

Town of Scott:

All areas of the Town.

Town of Rock Falls:

All that area of the Town South of an East-West line equal to County Trunk Highway J.

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Discussion of potential terms of development agreement between the City of Merrill and Wal-Mart:

Hass advised that he had no additional ideas. Mark Peterson commended staff on the document. Caylor asked if Wal-Mart attorney had any concerns. City Administrator Johnson and City Attorney Hayden responded that the proposed City changes were acceptable. However, various referenced exhibits need to be finalized as well as the transportation improvements. City staff will continue to fine tune the agreement.

Committee took no action.

Review and discuss status of potential boundary agreement between the City of Merrill and the Town of Merrill and potential negotiation terms:

Bialecki reported that there had been a November 10th, 2009 Council resolution to discuss a potential boundary agreement with Town of Pine River.

Mark Peterson emphasized that there is nothing for the City to gain. The draft agreement appeared to be one sided in favor of Town of Pine River.

Bialecki explained that having a cooperative working relationship with the Township was important to show developers interested in investing in the community.

Malm asked about City water and sewer capacity. Bialecki responded that the City had adequate capacities since the shutdown of the paper mill. Finance Director Unertl highlighted significant fiscal challenges for both the water and sewer utilities due to the over \$2 million in water treatment improvements and potential \$1 million needed for replacement sanitary sewer force main which just had a break and leak into the Wisconsin River. Norton noted that a number of properties in his aldermanic district do not have municipal water and sewer service yet are paying City of Merrill property taxes. Norton also suggested that the City needed control over any potential connections to avoid having to make additional utility infrastructure improvements to serve areas outside the City boundaries.

Mark Peterson suggested that the way to expand the City's tax base is through direct annexation. Caylor added that the proposed boundary agreement would build Town of Pine Ridge tax base – not City of Merrill tax base. Although jobs anywhere are good, Caylor also did not want to see City utility capacities overextended. The proposed twenty-five (25) year term is too long.

Burgener emphasized that if one township received the proposed terms of the boundary agreement, there would likely be additional townships requesting the same considerations. Although Burgener is not against cooperation, the City of Merrill Mayor should be chair of any joint planning group and that the City should have four representatives.

Review and discuss status of potential boundary agreement between the City of Merrill and the Town of Merrill and potential negotiation terms (Continued):

Caylor emphasized that direct annexation would be a better approach for City of Merrill. The proposed boundary agreement is just the Town of Pine River protecting their tax base. Norton also question the limited area included in the proposed no contest area. Malm concurred that if not more balanced between the parties, than an agreement is not worth the time pursuing.

Hass asked City Administrator Dave Johnson if City staff could draw up a boundary agreement from the City's perspectives that would be more balanced. Johnson response that City staff could. However, Johnson also suggested that perhaps no boundary agreement is needed and that property owners interested in developing with municipal utility services be annexed.

Committee consensus is to have City Administrator Johnson prepare a revised City of Merrill version of the proposed boundary agreement for review and discussion at a future Committee of the Whole.

Finance Director Unertl added that since the 2008 economic collapse, development is challenging from fiscal viability perspective. Unertl also emphasized that there is over seventy (70) acres of vacant or "blighted" properties needing redevelopment within the City of Merrill.

Public Comment

Gene Bebel commented that he disagreed with Finance Director Kathy Unertl's assessment regarding potential east side development and suggested that City of Merrill needs to have something ready if a developer wants to proceed.

Adjournment

Motion (Hass/Schwartzman) to adjourn. Carried. Adjourned at 6:12 P.M.

Minutes prepared and submitted by:

Kathy Unertl, Finance Director/Deputy City Clerk