

#140930 -

August 13<sup>th</sup>, 2014

*Note: These minutes are subject to review and approval at the next regular Common Council meeting.*

The Common Council of the City of Merrill met on the above date in Regular Session, at the City Hall Council Chambers, 1004 East First Street. Mayor William R. Bialecki called the meeting to order at 7:00 P.M.

**140810** Invocation by Rev. Kyle Carnes, St. Stephens United Church of Christ

**140815** Pledge of Allegiance

**140820** Roll Call showed the following Common Council members present (7 of 8): Alderman Peter Lokemoen (Second District), Alderman Ryan Schwartzman (Third District), Alderwoman Kandy Peterson (Fourth District), Alderman John Burgener (Fifth District), Alderman Dave Sukow (Sixth District), Alderman Rob Norton (Seventh District) and Alderman Tim Meehean (Eighth District). Alderman Chris Malm (First District) had an excused absence.

The following were also in attendance: Police Captain Corey Bennett, Transit Director Rich Grenfell, City Attorney Tom Hayden, City Clerk Bill Heideman, City Administrator Dave Johnson, Utility Superintendent Kim Kriewald, Street Commissioner Richard Lupton, Airport Manager/FBO John Miller, Building Inspector/Zoning Administrator Darin Pagel, Fire Chief Dave Savone, Library Director Stacy Stevens, Finance Director Kathy Unertl, City Hall Maintenance Supervisor Ramona Vanderkam and Park and Recreation Director Dan Wendorf.

**140825** Public Comment Period

None.

**140830** Minutes of July Meetings

Motion (Burgener/Sukow) to dispense with the reading of the minutes of the July 8<sup>th</sup>, 2014, July 17<sup>th</sup>, 2014 and July 24<sup>th</sup>, 2014 Common Council meetings and approve them as published. Carried.

**140840** Revenue and Expense Report – July 2014

Motion (Burgener/Meehean) to approve, as submitted, the July 2014 Revenue and Expense report. Carried.

- 140890** Committee of the Whole
- 140891** The Committee recommends approving, as presented, the 2015-2017 assessment maintenance and revaluation contract with Bowmar Appraisal Inc., at a total cost of \$212,400. The annual costs would be as follows: 2015: \$29,500 (for maintenance and electronic updates), 2016: \$158,000 (for maintenance and revaluation of all taxable real property and personal property) and 2017: \$24,900 (for maintenance).
- Motion (Sukow/Norton) to adopt. Carried 7-0 on roll call vote.
- 140892** Consider recommendation from the August 13<sup>th</sup>, 2014, Committee of the Whole meeting regarding bids for West First Street Utilities Improvements. (Bids to be opened on August 11<sup>th</sup>, 2014).
- At that meeting, the Committee of the Whole recommended approving the bid of \$111,198 from Steen Construction, Inc.
- Motion (Schwartzman/Sukow) to adopt. Carried 6-1 on roll call vote. Voting No – Alderman Norton.
- 1408110** Parks and Recreation Commission
- 1408111** The Commission recommends accepting the bid from Mechanical Inc. in the amount of \$37,800.00 for the Smith Center HVAC replacement.
- Motion (Sukow/Norton) to adopt. Carried 7-0 on roll call vote.
- 1408112** The Commission recommends approving the request from the Merrill Girls Softball to accept the donation from the Bierman Foundation for improvement projects at the Merrill Area Recreation Complex.
- Motion (Meehean/Norton) to adopt. Carried.
- 1408120** Board of Public Works
- 1408121** The Board recommends approving the bicycle route designation, as presented and recommended by the Parks and Recreation Commission.
- Motion (Schwartzman/Peterson) to adopt. Carried.
- 1408130** Health and Safety Committee

**1408131** The Committee recommends approving the application from Kort, LLC, Ardis K. Kort, Agent, for a Class “B” (beer) license and a “Class B” (liquor) license for Gesundheit, 1300 East Main Street, effective August 14<sup>th</sup>, 2014.

Motion (Sukow/Meehean) to adopt. Carried.

**1408132** The Committee recommends approving the request from Merrill Youth Hockey for an extension of premises to sell alcoholic beverages in a fenced-in area outside the Smith Center, 1100 MARC Drive, on Saturday, September 13<sup>th</sup>, 2014, in conjunction with a “Pork in the Park” event. In addition to the fencing, wristbands would be used to ensure compliance.

Motion (Schwartzman/Norton) to adopt. Carried.

**1408160** City Plan Commission

**1408161** The Commission recommends approving, as submitted by the Parks and Recreation Department, a site plan for two proposed 24X28 foot covered areas and expansion of the covered area on the concession stand at the Merrill Area Recreational Complex (MARC), 1100 Marc Drive.

Motion (Meehean/Norton) to adopt. Carried.

**1408230** Placing Committee Reports on file

Motion (Sukow/Peterson) to place the following committee reports on file: Housing Authority, Committee of the Whole, Parks and Recreation Commission, Board of Public Works, Health and Safety Committee, Personnel and Finance Committee, Water and Sewage Disposal Committee, City Plan Commission, Library Board, Airport Commission and Police and Fire Commission. Carried.

**1408240** Mayor’s Appointments

Ralph Sturm, to the Redevelopment Authority, term to expire September, 2019

Lyle Banser, to the Airport Commission, term to expire October 1<sup>st</sup>, 2017

Motion (Schwartzman/Norton) to approve the appointments. Carried.

**1408260 RESOLUTION NO. 2381****A RESOLUTION APPROVING A FEE SCHEDULE FOR DUTIES PERFORMED BY THE STREET DEPARTMENT FOR GRASS AND WEED MOWING**

WHEREAS, the City of Merrill Code of Ordinances provides for the abatement of a nuisance where the property owner, occupant or person in charge of certain property fails to cut his lawn, grass or weeds; and,

WHEREAS, after written notice is given, the City shall abate the nuisance and the cost thereof shall be assessed to the property owner as a special charge; and,

WHEREAS, it is necessary, from time to time, to review the charges for such abatement;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 13<sup>th</sup> day of August, 2014, that the following nuisance abatement fees for lawn mowing and or weed removal are approved as follows:

Lawn mowing and/or weed removal: \$100.00 for the first hour or part thereof and \$20.00 for every additional 15 minutes or portion thereof after the first hour, plus applicable taxes.

Motion (Schwartzman/Meehean) to adopt. Carried.

**1408261 RESOLUTION NO. 2382****A RESOLUTION APPROVING A FEE SCHEDULE FOR DUTIES PERFORMED BY THE STREET DEPARTMENT FOR SNOW AND ICE REMOVAL**

WHEREAS, the City of Merrill Code of Ordinances provides for the abatement of a nuisance where the property owner, occupant or person in charge of certain property fails to remove snow and ice from the sidewalk; and,

WHEREAS, after written notice is given, the City shall abate the nuisance and the cost thereof shall be assessed to the property owner as a special charge; and,

WHEREAS, it is necessary, from time to time, to review the charges for such abatement;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 13<sup>th</sup> day of August, 2014, that the following nuisance abatement fees for snow and ice removal are approved as follows:

Snow and Ice Removal: \$100.00 for the first hour or part thereof and \$20.00 for every additional 15 minutes or portion thereof after the first hour.

Motion (Schwartzman/Meehean) to adopt. Carried.

**1408262 RESOLUTION NO. 2383**

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP ON EAST SIXTH STREET AND MEMORIAL DRIVE REQUESTED BY LINCOLN COUNTY**

WHEREAS, Lincoln County has applied for approval of a division of land by certified survey map pursuant to Code of Ordinances Sections 111-116 for land located in part of the Northwest quarter of the Southwest quarter (NW ¼ SW ¼ ) of Section Seven (7), Township Thirty-one (31) North, Range Seven (7) East, City of Merrill, Lincoln County, Wisconsin; and,

WHEREAS, the application was referred to the City Plan Commission which considered the proposed division at a meeting on August 5, 2014; and,

WHEREAS, the City Plan Commission has recommended approval of the land division by certified survey map;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 13<sup>th</sup> day of August, 2014, that the proposed certified survey map presented by Lincoln County and prepared by Lincoln County Land Surveying Department, involving land located in part of the Northwest quarter of the Southwest quarter (NW ¼ SW ¼ ) of Section Seven (7), Township Thirty-one (31) North, Range Seven (7) East, City of Merrill, Lincoln County, Wisconsin is hereby approved.

BE IT FURTHER RESOLVED, that the City Clerk is directed to so certify the approval of this certified survey map and return the original to the applicant together with a certified copy of this resolution.

Motion (Schwartzman/Peterson) to adopt. Carried.

**1408270** Mayor's Communications

Mayor Bialecki reminded everyone that Crazy Daze will be August 14<sup>th</sup>. He invited all to participate in the festivities and partake of the food being offered.

The annual Labor Day parade and other festivities are scheduled for Monday, September 1<sup>st</sup>.

Both school and the fall sports schedule will be starting soon.

Closed session

The Common Council may convene in closed session per Wisconsin State Statutes 19.85 (1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session to consider potential acquisition of property.

Mayor Bialecki announced that information necessary and pertinent to the closed session has not yet been received. Therefore, the Common Council opted to not convene in closed session at this time.

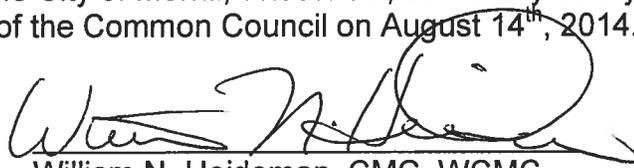
**1408999** Motion (Burgener/Norton) to adjourn. Carried. Adjourned at 7:24 P.M.


William R. Bialecki  
Mayor



William N. Heideman, CMC, WCMC  
City Clerk

I, William N. Heideman, City Clerk of the City of Merrill, Wisconsin, do hereby certify that the Mayor approved the above action of the Common Council on August 14<sup>th</sup>, 2014.



William N. Heideman, CMC, WCMC  
City Clerk

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

10 -General Fund

#140940

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	4,117,336.00	541,393.82	4,110,386.13	99.83	6,949.87
Intergovernmental	3,892,496.00	0.00	1,167,581.37	30.00	2,724,914.63
Licenses and Permits	40,971.00	1,920.00	31,683.50	77.33	9,287.50
Fines, Forfeits, & Pen.	131,000.00	5,619.97	90,483.93	69.07	40,516.07
Public Charges-Services	6,500.00	211.00	4,325.25	66.54	2,174.75
Miscellaneous Revenues	91,400.00	5,940.90	56,112.59	61.39	35,287.41
TOTAL Non-Departmental	8,279,703.00	555,085.69	5,460,572.77	65.95	2,819,130.23
<u>Municipal Court</u>					
Intergov Charges (Misc.)	6,225.00	1,950.00	1,950.00	31.33	4,275.00
TOTAL Municipal Court	6,225.00	1,950.00	1,950.00	31.33	4,275.00
<u>City Attorney</u>					
Intergov Charges (Misc.)	8,500.00	0.00	2,133.74	25.10	6,366.26
Miscellaneous Revenues	5,370.00	0.00	0.00	0.00	5,370.00
TOTAL City Attorney	13,870.00	0.00	2,133.74	15.38	11,736.26
<u>Mayor</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Mayor	0.00	0.00	0.00	0.00	0.00
<u>City Administrator</u>					
Miscellaneous Revenues	16,500.00	0.00	0.00	0.00	16,500.00
TOTAL City Administrator	16,500.00	0.00	0.00	0.00	16,500.00
<u>City Clerk</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL City Clerk	0.00	0.00	0.00	0.00	0.00
<u>Clerk/Treasurer Staff</u>					
Miscellaneous Revenues	2,200.00	0.00	0.00	0.00	2,200.00
TOTAL Clerk/Treasurer Staff	2,200.00	0.00	0.00	0.00	2,200.00
<u>Elections - AVERAGED</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL Elections - AVERAGED	0.00	0.00	0.00	0.00	0.00
<u>Treasurer/Finance Dir.</u>					
Miscellaneous Revenues	17,995.00	0.00	0.00	0.00	17,995.00
TOTAL Treasurer/Finance Dir.	17,995.00	0.00	0.00	0.00	17,995.00

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>City Hall Maintenance</u>					
Miscellaneous Revenues	0.00	0.00	15.00	0.00	( 15.00)
TOTAL City Hall Maintenance	0.00	0.00	15.00	0.00	( 15.00)
<u>Over-Collected Taxes</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Over-Collected Taxes	0.00	0.00	0.00	0.00	0.00
<u>Police</u>					
Intergovernmental	13,000.00	0.00	3,623.85	27.88	9,376.15
Public Charges-Services	15,300.00	1,140.72	10,734.01	70.16	4,565.99
Intergov Charges (Misc.)	8,000.00	0.00	7,727.68	96.60	272.32
Miscellaneous Revenues	800.00	0.00	692.01	86.50	107.99
TOTAL Police	37,100.00	1,140.72	22,777.55	61.40	14,322.45
<u>Traffic Control</u>					
Miscellaneous Revenues	0.00	0.00	438.93	0.00	( 438.93)
TOTAL Traffic Control	0.00	0.00	438.93	0.00	( 438.93)
<u>Fire Protection</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	4,550.00	860.00	3,994.00	87.78	556.00
Intergov Charges (Misc.)	225,101.00	0.00	225,101.00	100.00	0.00
Miscellaneous Revenues	0.00	0.00	20,336.85	0.00	( 20,336.85)
TOTAL Fire Protection	229,651.00	860.00	249,431.85	108.61	( 19,780.85)
<u>Ambulance/EMS</u>					
Intergovernmental	987,000.00	72,135.48	540,147.61	54.73	446,852.39
Miscellaneous Revenues	0.00	0.00	2,453.16	0.00	( 2,453.16)
TOTAL Ambulance/EMS	987,000.00	72,135.48	542,600.77	54.97	444,399.23
<u>Bldg. Inspection/Zoning</u>					
Licenses and Permits	25,000.00	1,860.00	13,460.00	53.84	11,540.00
Miscellaneous Revenues	30,150.00	0.00	0.00	0.00	30,150.00
TOTAL Bldg. Inspection/Zoning	55,150.00	1,860.00	13,460.00	24.41	41,690.00
<u>Operations Support (M&amp;E)</u>					
Intergovernmental	300,000.00	31,625.48	187,493.92	62.50	112,506.08
TOTAL Operations Support (M&E)	300,000.00	31,625.48	187,493.92	62.50	112,506.08
<u>Roads</u>					
Intergovernmental	7,500.00	0.00	1,732.94	23.11	5,767.06
Public Charges-Services	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL Roads	10,000.00	0.00	1,732.94	17.33	8,267.06

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Snow and Ice</u>					
Public Charges-Services	4,925.00	0.00	2,975.00	60.41	1,950.00
TOTAL Snow and Ice	4,925.00	0.00	2,975.00	60.41	1,950.00
<u>Stormwater Maintenance</u>					
Intergovernmental	0.00	0.00	939.52	0.00	( 939.52)
TOTAL Stormwater Maintenance	0.00	0.00	939.52	0.00	( 939.52)
<u>Street Painting-Marking</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL Street Painting-Marking	0.00	0.00	0.00	0.00	0.00
<u>Street Lighting</u>					
Miscellaneous Revenues	0.00	0.00	7,858.86	0.00	( 7,858.86)
TOTAL Street Lighting	0.00	0.00	7,858.86	0.00	( 7,858.86)
<u>Stormwater Plan/Const.</u>					
Licenses and Permits	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL Stormwater Plan/Const.	1,000.00	0.00	0.00	0.00	1,000.00
<u>Airport</u>					
Fines, Forfeits, & Pen.	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	33,250.00	1,007.82	19,759.36	59.43	13,490.64
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Airport	33,250.00	1,007.82	19,759.36	59.43	13,490.64
<u>Transit</u>					
Specials (Utility Rev.)	235,000.00	0.00	65,339.00	27.80	169,661.00
Intergovernmental	97,500.00	0.00	47,929.00	49.16	49,571.00
Public Charges-Services	151,500.00	9,341.00	84,388.00	55.70	67,112.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Transit	484,000.00	9,341.00	197,656.00	40.84	286,344.00
<u>Garbage Collection</u>					
Miscellaneous Revenues	0.00	446.00	2,282.00	0.00	( 2,282.00)
TOTAL Garbage Collection	0.00	446.00	2,282.00	0.00	( 2,282.00)
<u>Recycling</u>					
Intergovernmental	32,500.00	0.00	32,652.69	100.47	( 152.69)
Miscellaneous Revenues	0.00	987.00	6,807.50	0.00	( 6,807.50)
TOTAL Recycling	32,500.00	987.00	39,460.19	121.42	( 6,960.19)
<u>Weed &amp; Nuisance Control</u>					
Public Charges-Services	2,500.00	0.00	317.50	12.70	2,182.50
Miscellaneous Revenues	3,500.00	0.00	0.00	0.00	3,500.00
TOTAL Weed & Nuisance Control	6,000.00	0.00	317.50	5.29	5,682.50

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>MACCEC - Enrichment</u>					
Public Charges-Services	5,772.00	0.00	0.00	0.00	5,772.00
TOTAL MACCEC - Enrichment	5,772.00	0.00	0.00	0.00	5,772.00
<u>Library</u>					
Intergovernmental	424,775.00	0.00	212,387.50	50.00	212,387.50
Public Charges-Services	20,500.00	753.40	13,078.93	63.80	7,421.07
Miscellaneous Revenues	0.00	1,279.00	5,629.00	0.00	( 5,629.00)
TOTAL Library	445,275.00	2,032.40	231,095.43	51.90	214,179.57
<u>Parks</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	14,000.00	1,806.12	11,693.44	83.52	2,306.56
Miscellaneous Revenues	1,000.00	1,063.92	2,989.96	299.00	( 1,989.96)
TOTAL Parks	15,000.00	2,870.04	14,683.40	97.89	316.60
<u>Lion's Park Lights</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Lion's Park Lights	0.00	0.00	0.00	0.00	0.00
<u>Recreation Programs</u>					
Public Charges-Services	75,700.00	7,327.18	64,674.08	85.43	11,025.92
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Recreation Programs	75,700.00	7,327.18	64,674.08	85.43	11,025.92
<u>CATV - MP3</u>					
Licenses and Permits	85,800.00	26,844.21	53,091.25	61.88	32,708.75
TOTAL CATV - MP3	85,800.00	26,844.21	53,091.25	61.88	32,708.75
<u>MARC - Smith Center</u>					
Taxes (or Utility Rev.)	6,500.00	0.00	2,812.66	43.27	3,687.34
Public Charges-Services	93,883.00	1,095.00	41,021.38	43.69	52,861.62
TOTAL MARC - Smith Center	100,383.00	1,095.00	43,834.04	43.67	56,548.96
<u>Pool</u>					
Public Charges-Services	0.00	0.00	0.00	0.00	0.00
TOTAL Pool	0.00	0.00	0.00	0.00	0.00
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TOTAL REVENUE	11,244,999.00	716,608.02	7,161,234.10	63.68	4,083,764.90
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EXPENDITURES					
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CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Common Council</u>					
Personnel Services	35,275.00	3,867.86	21,317.53	60.43	13,957.47
Contractual Services	7,000.00	2,274.97	4,382.91	62.61	2,617.09
Supplies & Expenses	10,780.00	595.57	8,975.57	83.26	1,804.43
TOTAL Common Council	53,055.00	6,738.40	34,676.01	65.36	18,378.99
<u>Municipal Court</u>					
Personnel Services	59,936.00	7,698.36	37,454.72	62.49	22,481.28
Contractual Services	1,585.00	74.26	511.18	32.25	1,073.82
Supplies & Expenses	6,700.00	201.28	4,489.51	67.01	2,210.49
Fixed Charges	355.00	0.00	325.00	91.55	30.00
Technology	6,320.00	72.36	5,812.62	91.97	507.38
TOTAL Municipal Court	74,896.00	8,046.26	48,593.03	64.88	26,302.97
<u>City Attorney</u>					
Personnel Services	176,696.00	19,411.47	117,319.76	66.40	59,376.24
Contractual Services	3,950.00	300.00	900.00	22.78	3,050.00
Supplies & Expenses	8,550.00	384.97	4,687.65	54.83	3,862.35
TOTAL City Attorney	189,196.00	20,096.44	122,907.41	64.96	66,288.59
<u>Mayor</u>					
Personnel Services	13,780.00	( 29.90)	7,310.98	53.06	6,469.02
Supplies & Expenses	2,445.00	243.13	1,008.13	41.23	1,436.87
TOTAL Mayor	16,225.00	213.23	8,319.11	51.27	7,905.89
<u>City Administrator</u>					
Personnel Services	96,275.00	10,750.42	63,437.04	65.89	32,837.96
Contractual Services	650.00	56.36	451.14	69.41	198.86
Supplies & Expenses	1,950.00	0.00	0.00	0.00	1,950.00
TOTAL City Administrator	98,875.00	10,806.78	63,888.18	64.62	34,986.82
<u>Personnel - HR</u>					
Contractual Services	6,000.00	356.85	2,092.15	34.87	3,907.85
Supplies & Expenses	250.00	0.00	57.79	23.12	192.21
TOTAL Personnel - HR	6,250.00	356.85	2,149.94	34.40	4,100.06
<u>City Clerk</u>					
Personnel Services	71,416.00	7,897.15	46,970.74	65.77	24,445.26
Supplies & Expenses	5,834.00	44.75	2,635.47	45.17	3,198.53
TOTAL City Clerk	77,250.00	7,941.90	49,606.21	64.22	27,643.79
<u>Clerk/Treasurer Staff</u>					
Personnel Services	139,755.00	13,989.36	98,934.78	70.79	40,820.22
Supplies & Expenses	1,000.00	89.64	688.04	68.80	311.96
TOTAL Clerk/Treasurer Staff	140,755.00	14,079.00	99,622.82	70.78	41,132.18

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Elections - AVERAGED</u>					
Personnel Services	18,461.00	7,291.45	12,946.07	70.13	5,514.93
Contractual Services	10,000.00	0.00	37.65	0.38	9,962.35
Supplies & Expenses	3,039.00	148.20	1,275.18	41.96	1,763.82
TOTAL Elections - AVERAGED	31,500.00	7,439.65	14,258.90	45.27	17,241.10
<u>Treasurer/Finance Dir.</u>					
Personnel Services	89,976.00	10,065.68	59,140.45	65.73	30,835.55
Contractual Services	3,500.00	141.17	1,039.54	29.70	2,460.46
Supplies & Expenses	25,900.00	1,168.27	17,569.85	67.84	8,330.15
TOTAL Treasurer/Finance Dir.	119,376.00	11,375.12	77,749.84	65.13	41,626.16
<u>Information Technology</u>					
Personnel Services	39,432.00	4,298.26	24,143.91	61.23	15,288.09
Technology	127,568.00	10,486.74	93,218.76	73.07	34,349.24
TOTAL Information Technology	167,000.00	14,785.00	117,362.67	70.28	49,637.33
<u>Assessment of Property</u>					
Contractual Services	31,800.00	0.00	22,050.00	69.34	9,750.00
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Assessment of Property	31,900.00	0.00	22,050.00	69.12	9,850.00
<u>Independent Auditing</u>					
Contractual Services	15,500.00	2,950.00	14,950.00	96.45	550.00
TOTAL Independent Auditing	15,500.00	2,950.00	14,950.00	96.45	550.00
<u>City Hall Maintenance</u>					
Personnel Services	113,086.00	13,116.70	80,571.45	71.25	32,514.55
Contractual Services	61,639.00	4,541.67	42,380.08	68.76	19,258.92
Supplies & Expenses	13,775.00	978.85	9,947.29	72.21	3,827.71
Capital Outlay	4,500.00	0.00	2,966.00	65.91	1,534.00
TOTAL City Hall Maintenance	193,000.00	18,637.22	135,864.82	70.40	57,135.18
<u>Former Fire Station</u>					
Personnel Services	0.00	43.48	74.17	0.00	( 74.17)
Contractual Services	0.00	62.14	62.14	0.00	( 62.14)
TOTAL Former Fire Station	0.00	105.62	136.31	0.00	( 136.31)
<u>Over-Collected Taxes</u>					
Supplies & Expenses	1,150.00	0.00	379.64	33.01	770.36
TOTAL Over-Collected Taxes	1,150.00	0.00	379.64	33.01	770.36
<u>Insurance/Employee</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Fixed Charges	285,000.00	91,679.12	222,081.58	77.92	62,918.42
TOTAL Insurance/Employee	285,000.00	91,679.12	222,081.58	77.92	62,918.42

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Police</u>					
Personnel Services	2,163,040.00	220,806.88	1,390,531.72	64.29	772,508.28
Contractual Services	52,600.00	2,262.79	46,181.81	87.80	6,418.19
Supplies & Expenses	73,850.00	5,279.63	41,647.27	56.39	32,202.73
Capital Outlay	11,000.00	0.00	10,213.19	92.85	786.81
Technology	13,000.00	103.85	2,220.15	17.08	10,779.85
TOTAL Police	2,313,490.00	228,453.15	1,490,794.14	64.44	822,695.86
<u>Traffic Control</u>					
Personnel Services	5,210.00	229.93	2,685.82	51.55	2,524.18
Supplies & Expenses	19,790.00	543.51	7,281.19	36.79	12,508.81
TOTAL Traffic Control	25,000.00	773.44	9,967.01	39.87	15,032.99
<u>Fire Protection</u>					
Personnel Services	1,324,865.00	124,211.50	831,705.18	62.78	493,159.82
Contractual Services	22,000.00	2,055.24	23,621.55	107.37	( 1,621.55)
Supplies & Expenses	56,500.00	4,852.12	27,486.31	48.65	29,013.69
Capital Outlay	0.00	2,368.06	16,595.99	0.00	( 16,595.99)
Technology	5,000.00	633.34	1,900.02	38.00	3,099.98
TOTAL Fire Protection	1,408,365.00	134,120.26	901,309.05	64.00	507,055.95
<u>Fire Protection-Hydrants</u>					
Contractual Services	114,540.00	0.00	85,904.85	75.00	28,635.15
TOTAL Fire Protection-Hydrants	114,540.00	0.00	85,904.85	75.00	28,635.15
<u>Ambulance/EMS</u>					
Personnel Services	899,525.00	89,869.56	568,736.74	63.23	330,788.26
Contractual Services	13,550.00	2,272.32	18,128.19	133.79	( 4,578.19)
Supplies & Expenses	73,925.00	10,915.46	58,793.18	79.53	15,131.82
Technology	0.00	0.00	0.00	0.00	0.00
TOTAL Ambulance/EMS	987,000.00	103,057.34	645,658.11	65.42	341,341.89
<u>Bldg. Inspection/Zoning</u>					
Personnel Services	61,458.00	10,057.40	39,344.20	64.02	22,113.80
Contractual Services	20,927.00	126.44	11,985.52	57.27	8,941.48
Supplies & Expenses	2,240.00	( 25.38)	1,420.23	63.40	819.77
TOTAL Bldg. Inspection/Zoning	84,625.00	10,158.46	52,749.95	62.33	31,875.05
<u>City Sealer</u>					
Contractual Services	4,000.00	0.00	4,000.00	100.00	0.00
TOTAL City Sealer	4,000.00	0.00	4,000.00	100.00	0.00
<u>Engineering</u>					
Contractual Services	7,500.00	1,509.00	10,645.38	141.94	( 3,145.38)
Technology	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL Engineering	8,500.00	1,509.00	10,645.38	125.24	( 2,145.38)

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Street Commissioner</u>					
Personnel Services	100,035.00	10,858.86	66,044.14	66.02	33,990.86
Supplies & Expenses	<u>1,240.00</u>	<u>104.00</u>	<u>1,089.04</u>	<u>87.83</u>	<u>150.96</u>
TOTAL Street Commissioner	101,275.00	10,962.86	67,133.18	66.29	34,141.82
<u>Garage Maintenance</u>					
Personnel Services	1,275.00	0.00	0.00	0.00	1,275.00
Contractual Services	43,000.00	766.94	31,625.04	73.55	11,374.96
Supplies & Expenses	<u>10,000.00</u>	<u>755.33</u>	<u>8,432.48</u>	<u>84.32</u>	<u>1,567.52</u>
TOTAL Garage Maintenance	54,275.00	1,522.27	40,057.52	73.80	14,217.48
<u>Operations Support (M&amp;E)</u>					
Personnel Services	227,653.00	22,603.38	138,607.14	60.89	89,045.86
Contractual Services	2,500.00	0.00	2,556.00	102.24	( 56.00)
Supplies & Expenses	<u>351,000.00</u>	<u>38,545.28</u>	<u>274,895.24</u>	<u>78.32</u>	<u>76,104.76</u>
TOTAL Operations Support (M&E)	581,153.00	61,148.66	416,058.38	71.59	165,094.62
<u>Roads</u>					
Personnel Services	198,967.00	31,072.22	141,287.92	71.01	57,679.08
Supplies & Expenses	<u>97,500.00</u>	<u>8,866.17</u>	<u>55,177.02</u>	<u>56.59</u>	<u>42,322.98</u>
TOTAL Roads	296,467.00	39,938.39	196,464.94	66.27	100,002.06
<u>Street Cleaning</u>					
Personnel Services	46,205.00	6,077.81	25,064.94	54.25	21,140.06
Supplies & Expenses	<u>2,075.00</u>	<u>64.10</u>	<u>501.35</u>	<u>24.16</u>	<u>1,573.65</u>
TOTAL Street Cleaning	48,280.00	6,141.91	25,566.29	52.95	22,713.71
<u>Snow and Ice</u>					
Personnel Services	174,138.00	0.00	154,042.68	88.46	20,095.32
Contractual Services	1,500.00	0.00	250.00	16.67	1,250.00
Supplies & Expenses	<u>53,500.00</u>	<u>0.00</u>	<u>41,990.97</u>	<u>78.49</u>	<u>11,509.03</u>
TOTAL Snow and Ice	229,138.00	0.00	196,283.65	85.66	32,854.35
<u>Stormwater Maintenance</u>					
Personnel Services	13,258.00	5,988.50	20,431.37	154.11	( 7,173.37)
Contractual Services	2,500.00	0.00	555.28	22.21	1,944.72
Supplies & Expenses	<u>15,000.00</u>	<u>780.00</u>	<u>1,969.48</u>	<u>13.13</u>	<u>13,030.52</u>
TOTAL Stormwater Maintenance	30,758.00	6,768.50	22,956.13	74.63	7,801.87
<u>Street Painting-Marking</u>					
Personnel Services	12,347.00	5,249.36	13,623.83	110.34	( 1,276.83)
Supplies & Expenses	<u>10,000.00</u>	<u>137.70</u>	<u>2,568.55</u>	<u>25.69</u>	<u>7,431.45</u>
TOTAL Street Painting-Marking	22,347.00	5,387.06	16,192.38	72.46	6,154.62

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Street Leave Expenses</u>					
Personnel Services	59,473.00	5,269.01	33,554.10	56.42	25,918.90
TOTAL Street Leave Expenses	59,473.00	5,269.01	33,554.10	56.42	25,918.90
<u>Street Lighting</u>					
Contractual Services	197,500.00	15,601.14	104,240.08	52.78	93,259.92
Capital Outlay	0.00	0.00	404.52	0.00	( 404.52)
TOTAL Street Lighting	197,500.00	15,601.14	104,644.60	52.98	92,855.40
<u>Stormwater Plan/Const.</u>					
Contractual Services	7,000.00	282.38	6,112.38	87.32	887.62
Supplies & Expenses	500.00	0.00	0.00	0.00	500.00
TOTAL Stormwater Plan/Const.	7,500.00	282.38	6,112.38	81.50	1,387.62
<u>Airport</u>					
Contractual Services	108,100.00	9,068.44	67,561.24	62.50	40,538.76
Supplies & Expenses	20,900.00	1,612.55	15,550.63	74.40	5,349.37
Special Services	1,000.00	0.00	0.00	0.00	1,000.00
TOTAL Airport	130,000.00	10,680.99	83,111.87	63.93	46,888.13
<u>Transit</u>					
Personnel Services	389,738.00	40,035.03	249,736.96	64.08	140,001.04
Contractual Services	5,000.00	221.54	3,381.78	67.64	1,618.22
Supplies & Expenses	156,200.00	10,038.36	63,839.91	40.87	92,360.09
Fixed Charges	28,900.00	0.00	25,660.40	88.79	3,239.60
Technology	2,000.00	0.00	0.00	0.00	2,000.00
TOTAL Transit	581,838.00	50,294.93	342,619.05	58.89	239,218.95
<u>Garbage Collection</u>					
Personnel Services	146,184.00	13,681.93	87,653.20	59.96	58,530.80
Supplies & Expenses	99,750.00	8,916.20	60,588.93	60.74	39,161.07
Capital Outlay	25,000.00	3,077.55	18,714.54	74.86	6,285.46
TOTAL Garbage Collection	270,934.00	25,675.68	166,956.67	61.62	103,977.33
<u>Recycling</u>					
Personnel Services	162,615.00	13,490.78	83,010.31	51.05	79,604.69
Supplies & Expenses	34,231.00	3,655.95	32,534.03	95.04	1,696.97
TOTAL Recycling	196,846.00	17,146.73	115,544.34	58.70	81,301.66
<u>Weed &amp; Nuisance Control</u>					
Personnel Services	11,637.00	763.40	3,270.28	28.10	8,366.72
Supplies & Expenses	250.00	0.00	132.55	53.02	117.45
TOTAL Weed & Nuisance Control	11,887.00	763.40	3,402.83	28.63	8,484.17

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Health Officer</u>					
Personnel Services	3,660.00	0.00	1,830.06	50.00	1,829.94
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Health Officer	3,760.00	0.00	1,830.06	48.67	1,929.94
<u>MACEC - Enrichment</u>					
Personnel Services	101,491.00	11,367.29	67,223.18	66.24	34,267.82
Contractual Services	375.00	52.25	405.91	108.24	( 30.91)
Supplies & Expenses	5,411.00	703.46	3,761.30	69.51	1,649.70
TOTAL MACEC - Enrichment	107,277.00	12,123.00	71,390.39	66.55	35,886.61
<u>Library</u>					
Personnel Services	750,284.00	79,775.56	497,637.26	66.33	252,646.74
Contractual Services	55,350.00	2,682.85	35,489.04	64.12	19,860.96
Supplies & Expenses	33,925.00	1,550.83	22,408.52	66.05	11,516.48
Fixed Charges	7,400.00	224.00	1,627.00	21.99	5,773.00
Capital Outlay	0.00	0.00	692.86	0.00	( 692.86)
Print Media - Library	55,050.00	9,713.70	37,118.49	67.43	17,931.51
Non-Print Media-Library	22,665.00	1,886.65	13,825.55	61.00	8,839.45
Technology	35,594.00	595.00	46,094.23	129.50	( 10,500.23)
TOTAL Library	960,268.00	96,428.59	654,892.95	68.20	305,375.05
<u>Parks</u>					
Personnel Services	212,856.00	31,015.87	143,697.44	67.51	69,158.56
Contractual Services	27,500.00	3,236.84	13,784.98	50.13	13,715.02
Supplies & Expenses	35,888.00	6,849.37	26,731.22	74.49	9,156.78
Capital Outlay	25,500.00	1,815.86	10,150.56	39.81	15,349.44
TOTAL Parks	301,744.00	42,917.94	194,364.20	64.41	107,379.80
<u>Athletic Park Lights</u>					
Contractual Services	1,800.00	0.00	831.81	46.21	968.19
Supplies & Expenses	200.00	0.00	0.00	0.00	200.00
TOTAL Athletic Park Lights	2,000.00	0.00	831.81	41.59	1,168.19
<u>Ott's Park Lights</u>					
Contractual Services	1,400.00	221.53	509.74	36.41	890.26
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Ott's Park Lights	1,500.00	221.53	509.74	33.98	990.26
<u>Lion's Park Lights</u>					
Contractual Services	0.00	0.00	0.00	0.00	0.00
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL Lion's Park Lights	0.00	0.00	0.00	0.00	0.00

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

## 10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Recreation Programs</u>					
Personnel Services	188,000.00	39,699.47	133,862.61	71.20	54,137.39
Contractual Services	2,950.00	161.58	1,598.59	54.19	1,351.41
Supplies & Expenses	<u>41,500.00</u>	<u>5,828.48</u>	<u>23,486.17</u>	<u>56.59</u>	<u>18,013.83</u>
TOTAL Recreation Programs	232,450.00	45,689.53	158,947.37	68.38	73,502.63
<u>Marketing - PR</u>					
Personnel Services	2,875.00	1,364.56	2,245.12	78.09	629.88
Supplies & Expenses	<u>17,625.00</u>	<u>2,086.75</u>	<u>13,006.50</u>	<u>73.80</u>	<u>4,618.50</u>
TOTAL Marketing - PR	20,500.00	3,451.31	15,251.62	74.40	5,248.38
<u>Christmas Decorations</u>					
Personnel Services	2,806.00	0.00	664.25	23.67	2,141.75
Contractual Services	300.00	0.00	0.00	0.00	300.00
Supplies & Expenses	1,250.00	0.00	0.00	0.00	1,250.00
Capital Outlay	<u>9,000.00</u>	<u>0.00</u>	<u>7,633.92</u>	<u>84.82</u>	<u>1,366.08</u>
TOTAL Christmas Decorations	13,356.00	0.00	8,298.17	62.13	5,057.83
<u>Outside Agencies</u>					
Supplies & Expenses	<u>32,500.00</u>	<u>0.00</u>	<u>26,500.00</u>	<u>81.54</u>	<u>6,000.00</u>
TOTAL Outside Agencies	32,500.00	0.00	26,500.00	81.54	6,000.00
<u>CATV - MP3</u>					
Supplies & Expenses	<u>81,000.00</u>	<u>0.00</u>	<u>16,365.19</u>	<u>20.20</u>	<u>64,634.81</u>
TOTAL CATV - MP3	81,000.00	0.00	16,365.19	20.20	64,634.81
<u>MARC - Smith Center</u>					
Personnel Services	49,126.00	2,129.90	24,257.05	49.38	24,868.95
Contractual Services	61,319.00	1,407.36	40,933.23	66.75	20,385.77
Supplies & Expenses	37,450.00	2,257.02	17,803.71	47.54	19,646.29
Capital Outlay	<u>9,000.00</u>	<u>159.99</u>	<u>777.97</u>	<u>8.64</u>	<u>8,222.03</u>
TOTAL MARC - Smith Center	156,895.00	5,954.27	83,771.96	53.39	73,123.04
<u>Pool</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	45,000.00	2,818.73	18,177.66	40.39	26,822.34
Supplies & Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Pool	45,000.00	2,818.73	18,177.66	40.39	26,822.34
<u>Economic Development</u>					
Contractual Services	<u>19,700.00</u>	<u>0.00</u>	<u>19,700.00</u>	<u>100.00</u>	<u>0.00</u>
TOTAL Economic Development	19,700.00	0.00	19,700.00	100.00	0.00
<u>Transfers</u>					
Transfers	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Transfers	0.00	0.00	0.00	0.00	0.00
<b>TOTAL EXPENDITURES</b>	<b>11,244,069.00</b>	<b>1,160,511.05</b>	<b>7,343,114.39</b>	<b>65.31</b>	<b>3,900,954.61</b>

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES OVER/(UNDER) EXPENDITURES	930.00	( 443,903.03)	( 181,880.29)	0.00	182,810.29

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

20 -Remedial Action-Landfill

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Remediation Action</u>					
Other Financing Sources	32,650.17	0.00	0.00	0.00	32,650.17
TOTAL Remediation Action	32,650.17	0.00	0.00	0.00	32,650.17
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TOTAL REVENUE	32,650.17	0.00	0.00	0.00	32,650.17
=====					
<b>EXPENDITURES</b>					
=====					
<u>Remediation Action</u>					
Personnel Services	3,036.00	438.68	2,829.39	93.19	206.61
Contractual Services	14,500.00	203.09	6,725.37	46.38	7,774.63
Supplies & Expenses	250.00	0.00	0.00	0.00	250.00
TOTAL Remediation Action	17,786.00	641.77	9,554.76	53.72	8,231.24
<hr/>					
TOTAL EXPENDITURES	17,786.00	641.77	9,554.76	53.72	8,231.24
=====					
REVENUES OVER/(UNDER) EXPENDITURES	14,864.17	( 641.77)	( 9,554.76)	0.00	24,418.93
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

21 -Police - SRO

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Police-SRO</u>					
Taxes (or Utility Rev.)	51,225.00	0.00	51,225.00	100.00	0.00
Intergovernmental	55,268.00	0.00	26,224.40	47.45	29,043.60
TOTAL Police-SRO	106,493.00	0.00	77,449.40	72.73	29,043.60
<hr/>					
TOTAL REVENUE	106,493.00	0.00	77,449.40	72.73	29,043.60
=====					
<b>EXPENDITURES</b>					
=====					
<u>Police-SRO</u>					
Personnel Services	103,868.00	9,812.03	65,851.83	63.40	38,016.17
Supplies & Expenses	500.00	0.00	487.04	97.41	12.96
Fixed Charges	2,125.00	0.00	1,924.00	90.54	201.00
TOTAL Police-SRO	106,493.00	9,812.03	68,262.87	64.10	38,230.13
<hr/>					
TOTAL EXPENDITURES	106,493.00	9,812.03	68,262.87	64.10	38,230.13
=====					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	( 9,812.03)	9,186.53	0.00	( 9,186.53)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

25 -Community Development

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>CDBG Grants/Loans</u>					
Miscellaneous Revenues	84,750.00	885.34	52,110.48	61.49	32,639.52
TOTAL CDBG Grants/Loans	84,750.00	885.34	52,110.48	61.49	32,639.52
<u>Community Development</u>					
Taxes (or Utility Rev.)	38,744.00	0.00	38,744.00	100.00	0.00
Intergov Charges (Misc.)	12,291.00	0.00	0.00	0.00	12,291.00
TOTAL Community Development	51,035.00	0.00	38,744.00	75.92	12,291.00
<hr/>					
TOTAL REVENUE	135,785.00	885.34	90,854.48	66.91	44,930.52
=====					
<b>EXPENDITURES</b>					
=====					
<u>CDBG Grants/Loans</u>					
Special Services	101,500.00	160.20	235.20	0.23	101,264.80
TOTAL CDBG Grants/Loans	101,500.00	160.20	235.20	0.23	101,264.80
<u>Community Development</u>					
Personnel Services	46,785.00	4,850.62	30,889.79	66.02	15,895.21
Contractual Services	1,100.00	28.81	548.64	49.88	551.36
Supplies & Expenses	3,150.00	52.00	708.45	22.49	2,441.55
TOTAL Community Development	51,035.00	4,931.43	32,146.88	62.99	18,888.12
<hr/>					
TOTAL EXPENDITURES	152,535.00	5,091.63	32,382.08	21.23	120,152.92
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 16,750.00)	( 4,206.29)	58,472.40	0.00	( 75,222.40)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

30 -Debt Sevice  
Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Taxes (or Utility Rev.)</u>					
40000-41010 Transfer from General	0.00	0.00	0.00	0.00	0.00
40000-41041 Transfer from TID	73,283.92	0.00	16,029.90	21.87	57,254.02
40000-41110 Tax Levy - Debt Service	1,302,597.00	0.00	921,619.00	70.75	380,978.00
TOTAL Taxes (or Utility Rev.)	1,375,880.92	0.00	937,648.90	68.15	438,232.02
<u>Miscellaneous Revenues</u>					
40000-48110 Interest - Debt Service Fund	700.00	0.00	0.00	0.00	700.00
40000-48250 Fed Stimulus - BAB	16,450.00	0.00	15,103.00	91.81	1,347.00
TOTAL Miscellaneous Revenues	17,150.00	0.00	15,103.00	88.06	2,047.00
<u>Other Financing Sources</u>					
40000-49110 Proceeds from LT Debt	0.00	0.00	0.00	0.00	0.00
40000-49120 Premium on Debt Inssuance	0.00	0.00	0.00	0.00	0.00
40000-49200 Transfer-Prior Service DS	13,000.00	0.00	13,125.00	100.96	( 125.00)
TOTAL Other Financing Sources	13,000.00	0.00	13,125.00	100.96	( 125.00)
<hr/>					
TOTAL REVENUES	1,406,030.92	0.00	965,876.90	68.70	440,154.02
<b>EXPENDITURES</b>					
=====					
<u>Debt Service</u>					
50000-06-11750 GO 2006A - Prin. Equip	14,000.00	0.00	0.00	0.00	14,000.00
50000-06-11755 STL 2009-2 Equip	11,794.12	0.00	11,794.12	100.00	0.00
50000-06-11800 STL 2010-1 Prin BAB	49,000.00	0.00	49,000.00	100.00	0.00
50000-06-11900 GO 2013A - Fire Primarily	155,000.00	0.00	0.00	0.00	155,000.00
50000-06-11905 GO 2013B - Various	110,000.00	0.00	0.00	0.00	110,000.00
50000-06-12040 GO 2004 Prin- St./Park	65,000.00	0.00	0.00	0.00	65,000.00
50000-06-12043 STL 2009-1 -Prin Faciliti	11,804.67	0.00	11,804.67	100.00	0.00
50000-06-12045 SIB Prin.-W. Main St.	9,037.63	0.00	6,761.28	74.81	2,276.35
50000-06-12050 STL 2005 Prin.-Streets	13,025.22	0.00	13,025.22	100.00	0.00
50000-06-12065 STF 2011-1 BAB-10 Year	37,124.03	0.00	37,124.03	100.00	0.00
50000-06-12067 STF 2011-2 BAB-20 Year	23,797.28	0.00	23,797.28	100.00	0.00
50000-06-12075 GO 2006B Prin.-Streets	110,000.00	0.00	0.00	0.00	110,000.00
50000-06-12080 GO 2008B Prin.-Streets	40,000.00	0.00	0.00	0.00	40,000.00
50000-06-14067 STF 2011-2-TID #6 Princ	3,202.72	0.00	3,202.72	100.00	0.00
50000-06-14075 GO 2006B-TID #3-Prin.	10,000.00	0.00	0.00	0.00	10,000.00
50000-06-14080 GO 2008B-TID #4 Prin.	20,000.00	0.00	0.00	0.00	20,000.00
50000-06-14085 GO2013A - TID #5 Prin	1,489.36	0.00	0.00	0.00	1,489.36
50000-06-14090 GO2013A - TID #6 Prin	8,510.64	0.00	0.00	0.00	8,510.64
50000-06-18025 GO 2001 Prin.- Library	220,000.00	0.00	0.00	0.00	220,000.00
50000-06-18070 Landfill 2004 Prin.- Pens	23,587.18	0.00	0.00	0.00	23,587.18
50000-06-18075 STL 2004 Prin.- Pension	19,846.49	0.00	19,846.49	100.00	0.00
50000-06-21750 GO 2006A - Int. Equipment	1,794.00	0.00	892.10	49.73	901.90
50000-06-21755 STL 2009-2 Int Equip	3,564.54	0.00	3,564.54	100.00	0.00

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

30 -Debt Sevice  
 Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
50000-06-21800 STL 2010-1 BAB Int.	11,227.50	0.00	11,227.50	100.00	0.00
50000-06-21900 GO2013 A - Fire Interest	156,308.40	0.00	88,837.15	56.83	67,471.25
50000-06-21905 GO 2013B - Various Int.	79,982.91	0.00	45,457.91	56.83	34,525.00
50000-06-22040 GO 2004 Int.- St./Park	21,280.00	0.00	10,640.00	50.00	10,640.00
50000-06-22043 STL 2009-1 - Int Faciliti	2,905.85	0.00	2,905.85	100.00	0.00
50000-06-22045 SIB Int.-W. Main St.	1,276.88	0.00	974.60	76.33	302.28
50000-06-22050 STL 2005 Int.-Streets	10,362.94	0.00	10,362.94	100.00	0.00
50000-06-22065 STF 2011-1 Int BAB-10 YR	10,415.41	0.00	10,415.41	100.00	0.00
50000-06-22067 STF 2011-2 Int BAB-20 YR	25,836.57	0.00	25,836.57	100.00	0.00
50000-06-22075 GO 2006B Int.-Streets	41,252.50	0.00	20,626.24	50.00	20,626.26
50000-06-22080 GO 2008B Int.-Streets	19,475.00	0.00	9,737.50	50.00	9,737.50
50000-06-24067 STF 2011-2 Int. -TF #6	3,477.18	0.00	3,477.18	100.00	0.00
50000-06-24075 GO 2006B Int.-TIF #3	4,820.00	0.00	2,410.00	50.00	2,410.00
50000-06-24080 GO 2008B Int.-TID #4	13,880.00	0.00	6,940.00	50.00	6,940.00
50000-06-24085 GO2013A Int, -TID #5	1,351.25	0.00	767.97	56.83	583.28
50000-06-24090 GO2013A Int. - TID #6	7,721.40	0.00	4,388.43	56.83	3,332.97
50000-06-28025 GO 2001 Int.- Library	10,560.00	0.00	5,280.00	50.00	5,280.00
50000-06-28070 Landfill 2004 Int - Pensi	9,062.99	0.00	9,062.99	100.00	0.00
50000-06-28075 STL 2004 Int.- Pension	13,256.05	0.00	13,256.05	100.00	0.00
50000-06-32040 GO 2004 PA- St./Park	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38030 GO 2003 PA - Refund/Equip	0.00	0.00	0.00	0.00	0.00
50000-06-38075 GO 2006B PA - St./TIF/Sew	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38085 GO 2008B PA -St./TIF	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38087 GO2013A	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38090 GO 2013B	0.00	0.00	350.00	0.00	( 350.00)
50000-06-38100 BAB Fed Paperwork	0.00	0.00	350.00	0.00	( 350.00)
50000-06-40000 Debt Costs	0.00	0.00	0.00	0.00	0.00
50000-06-41000 Payment to Escrow	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Debt Service</b>	<b>1,406,030.71</b>	<b>0.00</b>	<b>465,516.74</b>	<b>33.11</b>	<b>940,513.97</b>
<b>TOTAL EXPENDITURES</b>	<b>1,406,030.71</b>	<b>0.00</b>	<b>465,516.74</b>	<b>33.11</b>	<b>940,513.97</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.21</b>	<b>0.00</b>	<b>500,360.16</b>	<b>0.00</b>	<b>( 500,359.95)</b>
<b>FUND TOTAL REVENUES</b>	<b>1,406,030.92</b>	<b>0.00</b>	<b>965,876.90</b>	<b>68.70</b>	<b>440,154.02</b>
<b>FUND TOTAL EXPENDITURES</b>	<b>1,406,030.71</b>	<b>0.00</b>	<b>465,516.74</b>	<b>33.11</b>	<b>940,513.97</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.21</b>	<b>0.00</b>	<b>500,360.16</b>	<b>0.00</b>	<b>( 500,359.95)</b>
=====	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

43 -TID #3 - East Side

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #3 - East Side</u>					
Taxes (or Utility Rev.)	236,262.75	33,509.25	236,262.75	100.00	0.00
Intergovernmental	8,000.00	0.00	4,418.00	55.23	3,582.00
TOTAL TID #3 - East Side	244,262.75	33,509.25	240,680.75	98.53	3,582.00
<u>TID #3 - Wal-Mart Dev.</u>					
Miscellaneous Revenues	59,262.00	0.00	0.00	0.00	59,262.00
TOTAL TID #3 - Wal-Mart Dev.	59,262.00	0.00	0.00	0.00	59,262.00
<hr/>					
TOTAL REVENUE	303,524.75	33,509.25	240,680.75	79.30	62,844.00
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #3 - East Side</u>					
Personnel Services	10,825.00	795.00	862.40	7.97	9,962.60
Contractual Services	42,900.00	936.00	12,320.20	28.72	30,579.80
Supplies & Expenses	300.00	0.00	0.00	0.00	300.00
Special Services	300,625.83	50,625.83	50,625.83	16.84	250,000.00
Fixed Charges	14,820.00	0.00	2,410.00	16.26	12,410.00
Capital Outlay	0.00	1,736.92	10,999.42	0.00	( 10,999.42)
TOTAL TID #3 - East Side	369,470.83	54,093.75	77,217.85	20.90	292,252.98
<u>TID #3 - Wal-Mart Dev.</u>					
Capital Outlay	455,902.00	0.00	23,589.99	5.17	432,312.01
TOTAL TID #3 - Wal-Mart Dev.	455,902.00	0.00	23,589.99	5.17	432,312.01
<hr/>					
TOTAL EXPENDITURES	825,372.83	54,093.75	100,807.84	12.21	724,564.99
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 521,848.08)	( 20,584.50)	139,872.91	0.00	( 661,720.99)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

44 -TID #4 - Thielman/P Ridge

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #4 -Thielman/P Ridge</u>					
Taxes (or Utility Rev.)	103,531.46	95.63	54,280.47	52.43	49,250.99
Intergovernmental	0.00	0.00	1,018.00	0.00	( 1,018.00)
TOTAL TID #4 -Thielman/P Ridge	103,531.46	95.63	55,298.47	53.41	48,232.99
<hr/>					
TOTAL REVENUE	103,531.46	95.63	55,298.47	53.41	48,232.99
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #4 -Thielman/P Ridge</u>					
Personnel Services	3,400.00	400.00	400.00	11.76	3,000.00
Contractual Services	5,400.00	1,500.00	4,119.00	76.28	1,281.00
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Special Services	185,000.00	0.00	203,634.53	110.07	( 18,634.53)
Fixed Charges	33,880.00	0.00	6,940.00	20.48	26,940.00
Capital Outlay	50,000.00	0.00	133.00	0.27	49,867.00
TOTAL TID #4 -Thielman/P Ridge	277,680.00	1,900.00	215,226.53	77.51	62,453.47
<hr/>					
TOTAL EXPENDITURES	277,680.00	1,900.00	215,226.53	77.51	62,453.47
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 174,148.54)	( 1,804.37)	( 159,928.06)	0.00	( 14,220.48)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

45 -TID #5 - Hwy 107/Taylor

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #5 - Hwy 107/Taylor</u>					
Taxes (or Utility Rev.)	13,132.22	0.00	13,132.22	100.00	0.00
Intergovernmental	10.00	0.00	62.00	620.00	( 52.00)
TOTAL TID #5 - Hwy 107/Taylor	13,142.22	0.00	13,194.22	100.40	( 52.00)
<hr/>					
TOTAL REVENUE	13,142.22	0.00	13,194.22	100.40	( 52.00)
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #5 - Hwy 107/Taylor</u>					
Personnel Services	1,350.00	0.00	0.00	0.00	1,350.00
Contractual Services	11,400.00	0.00	400.00	3.51	11,000.00
Special Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL TID #5 - Hwy 107/Taylor	15,250.00	0.00	400.00	2.62	14,850.00
<hr/>					
TOTAL EXPENDITURES	15,250.00	0.00	400.00	2.62	14,850.00
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 2,107.78)	0.00	12,794.22	0.00	( 14,902.00)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

46 -TID #6 - Downtown

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #6 - Courtview Proj</u>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
TOTAL TID #6 - Courtview Proj	0.00	0.00	0.00	0.00	0.00
<u>TID #6 - Downtown</u>					
Taxes (or Utility Rev.)	72,500.00	0.00	0.00	0.00	72,500.00
Intergovernmental	4,250.00	0.00	3,634.00	85.51	616.00
Miscellaneous Revenues	1,000.00	0.00	1,270.98	127.10	( 270.98)
TOTAL TID #6 - Downtown	77,750.00	0.00	4,904.98	6.31	72,845.02
<u>TID #6 - Lincoln House</u>					
Miscellaneous Revenues	1.00	0.00	0.00	0.00	1.00
TOTAL TID #6 - Lincoln House	1.00	0.00	0.00	0.00	1.00
<hr/>					
TOTAL REVENUE	77,751.00	0.00	4,904.98	6.31	72,846.02
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #6 - Courtview Proj</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL TID #6 - Courtview Proj	0.00	0.00	0.00	0.00	0.00
<u>TID #6 - Downtown</u>					
Personnel Services	8,125.00	0.00	34.05	0.42	8,090.95
Contractual Services	45,150.00	1,383.90	9,376.72	20.77	35,773.28
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Special Services	58,000.00	1,000.00	17,729.90	30.57	40,270.10
Fixed Charges	0.00	0.00	0.00	0.00	0.00
Capital Outlay	77,500.00	2,772.00	13,338.40	17.21	64,161.60
TOTAL TID #6 - Downtown	188,775.00	5,155.90	40,479.07	21.44	148,295.93
<u>TID #6 - Lincoln House</u>					
Personnel Services	0.00	10.22	38.34	0.00	( 38.34)
Contractual Services	1,500.00	0.00	0.00	0.00	1,500.00
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Special Services	134,600.00	0.00	130,608.69	97.03	3,991.31
TOTAL TID #6 - Lincoln House	136,100.00	10.22	130,647.03	95.99	5,452.97
<hr/>					
TOTAL EXPENDITURES	324,875.00	5,166.12	171,126.10	52.67	153,748.90
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 247,124.00)	( 5,166.12)	( 166,221.12)	0.00	( 80,902.88)

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

47 -TID #7 - N Center Ave

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<b>TID #7 - N Center Ave</b>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergovernmental	1,750.00	0.00	1,391.00	79.49	359.00
Miscellaneous Revenues	5,000.00	0.00	0.00	0.00	5,000.00
<b>TOTAL TID #7 - N Center Ave</b>	<b>6,750.00</b>	<b>0.00</b>	<b>1,391.00</b>	<b>20.61</b>	<b>5,359.00</b>
<hr/>					
<b>TOTAL REVENUE</b>	<b>6,750.00</b>	<b>0.00</b>	<b>1,391.00</b>	<b>20.61</b>	<b>5,359.00</b>
=====					
<b>EXPENDITURES</b>					
=====					
<b>TID #7 - N Center Ave</b>					
Personnel Services	3,385.00	68.06	338.39	10.00	3,046.61
Contractual Services	19,400.00	2,668.38	4,833.58	24.92	14,566.42
Special Services	100,000.00	0.00	0.00	0.00	100,000.00
Capital Outlay	28,500.00	0.00	0.00	0.00	28,500.00
<b>TOTAL TID #7 - N Center Ave</b>	<b>151,285.00</b>	<b>2,736.44</b>	<b>5,171.97</b>	<b>3.42</b>	<b>146,113.03</b>
<hr/>					
<b>TOTAL EXPENDITURES</b>	<b>151,285.00</b>	<b>2,736.44</b>	<b>5,171.97</b>	<b>3.42</b>	<b>146,113.03</b>
=====					
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 144,535.00)</b>	<b>( 2,736.44)</b>	<b>( 3,780.97)</b>	<b>0.00</b>	<b>( 140,754.03)</b>
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

48 -TID #8 - West Side

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #8 - West Side</u>					
Taxes (or Utility Rev.)	23,000.00	0.00	0.00	0.00	23,000.00
Intergovernmental	0.00	0.00	1,252.00	0.00	( 1,252.00)
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #8 - West Side	23,000.00	0.00	1,252.00	5.44	21,748.00
<u>TID #8 -River Bend Trail</u>					
Intergovernmental	75,666.77	0.00	75,666.77	100.00	0.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #8 -River Bend Trail	75,666.77	0.00	75,666.77	100.00	0.00
<u>TID #8 - 201 S Prospect</u>					
Intergovernmental	120,000.00	0.00	0.00	0.00	120,000.00
TOTAL TID #8 - 201 S Prospect	120,000.00	0.00	0.00	0.00	120,000.00
<hr/>					
TOTAL REVENUE	218,666.77	0.00	76,918.77	35.18	141,748.00
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #8 - West Side</u>					
Personnel Services	12,500.00	68.05	68.05	0.54	12,431.95
Contractual Services	25,250.00	654.64	10,556.93	41.81	14,693.07
Special Services	250,580.00	25,000.00	25,579.45	10.21	225,000.55
Capital Outlay	25,000.00	0.00	0.00	0.00	25,000.00
TOTAL TID #8 - West Side	313,330.00	25,722.69	36,204.43	11.55	277,125.57
<u>TID #8 -River Bend Trail</u>					
Capital Outlay	75,666.77	293.50	75,960.27	100.39	( 293.50)
TOTAL TID #8 -River Bend Trail	75,666.77	293.50	75,960.27	100.39	( 293.50)
<u>TID #8 - 201 S Prospect</u>					
Special Services	120,000.00	0.00	0.00	0.00	120,000.00
TOTAL TID #8 - 201 S Prospect	120,000.00	0.00	0.00	0.00	120,000.00
<hr/>					
TOTAL EXPENDITURES	508,996.77	26,016.19	112,164.70	22.04	396,832.07
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 290,330.00)	( 26,016.19)	( 35,245.93)	0.00	( 255,084.07)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

49 -TID#9 -WI River/S Center

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>TID #9-Former D&amp;L</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #9-Former D&L	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00
=====					
<b>EXPENDITURES</b>					
=====					
<u>TID #9-WI River/S Center</u>					
Personnel Services	5,600.00	400.00	450.96	8.05	5,149.04
Contractual Services	14,400.00	31.00	1,466.00	10.18	12,934.00
Supplies & Expenses	80,000.00	0.00	15,000.00	18.75	65,000.00
TOTAL TID #9-WI River/S Center	100,000.00	431.00	16,916.96	16.92	83,083.04
<u>TID #9-Former D&amp;L</u>					
Contractual Services	0.00	1,153.99	1,280.01	0.00	( 1,280.01)
Special Services	0.00	0.00	0.00	0.00	0.00
TOTAL TID #9-Former D&L	0.00	1,153.99	1,280.01	0.00	( 1,280.01)
<hr/>					
TOTAL EXPENDITURES	100,000.00	1,584.99	18,196.97	18.20	81,803.03
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 100,000.00)	( 1,584.99)	( 18,196.97)	0.00	( 81,803.03)
=====					

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

52 -Capital Projects

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	161,200.00	273.66	163,927.48	101.69	( 2,727.48)
Specials (Utility Rev.)	42,500.00	0.00	0.00	0.00	42,500.00
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
Other Financing Sources	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Non-Departmental</b>	<b>203,700.00</b>	<b>273.66</b>	<b>163,927.48</b>	<b>80.47</b>	<b>39,772.52</b>
<u>Fire Station</u>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Fire Station</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<hr/>					
<b>TOTAL REVENUE</b>	<b>203,700.00</b>	<b>273.66</b>	<b>163,927.48</b>	<b>80.47</b>	<b>39,772.52</b>
=====					
<b>EXPENDITURES</b>					
=====					
<u>Fire Station</u>					
Capital Outlay	465,500.00	5,278.33	359,303.76	77.19	106,196.24
<b>TOTAL Fire Station</b>	<b>465,500.00</b>	<b>5,278.33</b>	<b>359,303.76</b>	<b>77.19</b>	<b>106,196.24</b>
<u>Streets - Sealcoat</u>					
Personnel Services	25,200.00	12,188.64	26,823.05	106.44	( 1,623.05)
Supplies & Expenses	105,000.00	4,625.76	11,231.23	10.70	93,768.77
<b>TOTAL Streets - Sealcoat</b>	<b>130,200.00</b>	<b>16,814.40</b>	<b>38,054.28</b>	<b>29.23</b>	<b>92,145.72</b>
<u>Capital Outlay/Projects</u>					
Personnel Services	0.00	0.00	101.07	0.00	( 101.07)
Capital Outlay	1,099,380.00	30,545.88	372,507.73	33.88	726,872.27
<b>TOTAL Capital Outlay/Projects</b>	<b>1,099,380.00</b>	<b>30,545.88</b>	<b>372,608.80</b>	<b>33.89</b>	<b>726,771.20</b>
<u>Financing Costs</u>					
Debt Service	0.00	0.00	0.00	0.00	0.00
<b>TOTAL Financing Costs</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<hr/>					
<b>TOTAL EXPENDITURES</b>	<b>1,695,080.00</b>	<b>52,638.61</b>	<b>769,966.84</b>	<b>45.42</b>	<b>925,113.16</b>
=====					
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>( 1,491,380.00)</b>	<b>( 52,364.95)</b>	<b>( 606,039.36)</b>	<b>0.00</b>	<b>( 885,340.64)</b>
=====					

CITY OF MERRILL  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: AUGUST 31ST, 2014

62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	79,890.00	7,632.91	68,783.76	86.10	11,106.24
Specials (Utility Rev.)	1,062.00	0.00	0.00	0.00	1,062.00
Public Charges-Services	1,404,352.00	66,401.55	647,499.78	46.11	756,852.22
Intergov Charges (Misc.)	21,125.00	1,126.92	7,923.30	37.51	13,201.70
Miscellaneous Revenues	<u>4,000.00</u>	<u>77.56</u>	<u>1,426.86</u>	<u>35.67</u>	<u>2,573.14</u>
TOTAL Non-Departmental	1,510,429.00	75,238.94	725,633.70	48.04	784,795.30
<hr/>					
TOTAL REVENUE	1,510,429.00	75,238.94	725,633.70	48.04	784,795.30
=====					
<b>EXPENDITURES</b>					
=====					
<u>Non-Departmental</u>					
Work Orders - Utility	<u>384,934.00</u>	<u>216,842.56</u>	<u>218,160.88</u>	<u>56.67</u>	<u>166,773.12</u>
TOTAL Non-Departmental	384,934.00	216,842.56	218,160.88	56.67	166,773.12
<u>Pumping Expenses</u>					
	<u>78,750.00</u>	<u>7,645.18</u>	<u>51,218.54</u>	<u>65.04</u>	<u>27,531.46</u>
TOTAL Pumping Expenses	78,750.00	7,645.18	51,218.54	65.04	27,531.46
<u>Water Treatment Expenses</u>					
	<u>76,000.00</u>	<u>8,724.23</u>	<u>50,310.36</u>	<u>66.20</u>	<u>25,689.64</u>
TOTAL Water Treatment Expenses	76,000.00	8,724.23	50,310.36	66.20	25,689.64
<u>Trans &amp; Distribution Exp</u>					
	<u>200,500.00</u>	<u>18,733.17</u>	<u>229,045.81</u>	<u>114.24</u>	<u>( 28,545.81)</u>
TOTAL Trans & Distribution Exp	200,500.00	18,733.17	229,045.81	114.24	( 28,545.81)
<u>Customer Accts Expenses</u>					
	<u>43,250.00</u>	<u>5,409.86</u>	<u>34,128.06</u>	<u>78.91</u>	<u>9,121.94</u>
TOTAL Customer Accts Expenses	43,250.00	5,409.86	34,128.06	78.91	9,121.94
<u>Admin &amp; General Expenses</u>					
	<u>593,500.00</u>	<u>29,958.25</u>	<u>185,017.98</u>	<u>31.17</u>	<u>408,482.02</u>
TOTAL Admin & General Expenses	593,500.00	29,958.25	185,017.98	31.17	408,482.02
<u>Contract Work</u>					
	<u>3,500.00</u>	<u>594.40</u>	<u>971.24</u>	<u>27.75</u>	<u>2,528.76</u>
TOTAL Contract Work	3,500.00	594.40	971.24	27.75	2,528.76

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Taxes</u>					
	316,750.00	3,425.57	343,567.62	108.47	( 26,817.62)
TOTAL Taxes	316,750.00	3,425.57	343,567.62	108.47	( 26,817.62)
<u>Debt Service</u>					
	45,000.00	0.00	18,625.40	41.39	26,374.60
TOTAL Debt Service	45,000.00	0.00	18,625.40	41.39	26,374.60
<hr/>					
TOTAL EXPENDITURES	1,742,184.00	291,333.22	1,131,045.89	64.92	611,138.11
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	( 231,755.00)	( 216,094.28)	( 405,412.19)	0.00	173,657.19
	=====	=====	=====	=====	=====

\*\*\* END OF REPORT \*\*\*

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
=====					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	4,750.00	139.89	2,874.62	60.52	1,875.38
Specials (Utility Rev.)	125.00	0.00	0.00	0.00	125.00
Intergov Charges (Misc.)	7,500.00	662.49	5,033.21	67.11	2,466.79
Miscellaneous Revenues	985.54	0.00	985.54	100.00	0.00
Public Charges-Services	1,414,500.00	78,178.29	699,094.47	49.42	715,405.53
Other Charges-Services	<u>100,000.00</u>	<u>10,900.93</u>	<u>86,504.49</u>	<u>86.50</u>	<u>13,495.51</u>
TOTAL Non-Departmental	1,527,860.54	89,881.60	794,492.33	52.00	733,368.21
<hr/>					
TOTAL REVENUE	1,527,860.54	89,881.60	794,492.33	52.00	733,368.21
=====					
<b>EXPENDITURES</b>					
=====					
<u>Non-Departmental</u>					
Work Orders - Utility	<u>786,120.00</u>	<u>343,231.29</u>	<u>658,364.14</u>	<u>83.75</u>	<u>127,755.86</u>
TOTAL Non-Departmental	786,120.00	343,231.29	658,364.14	83.75	127,755.86
<u>Contract Work</u>					
	<u>500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>500.00</u>
TOTAL Contract Work	500.00	0.00	0.00	0.00	500.00
<u>Taxes - SS/Medicare</u>					
	<u>27,500.00</u>	<u>2,457.19</u>	<u>15,421.75</u>	<u>56.08</u>	<u>12,078.25</u>
TOTAL Taxes - SS/Medicare	27,500.00	2,457.19	15,421.75	56.08	12,078.25
<u>Operations</u>					
	<u>255,000.00</u>	<u>19,769.14</u>	<u>154,221.41</u>	<u>60.48</u>	<u>100,778.59</u>
TOTAL Operations	255,000.00	19,769.14	154,221.41	60.48	100,778.59
<u>Maintenance</u>					
	<u>218,250.00</u>	<u>36,934.70</u>	<u>136,799.23</u>	<u>62.68</u>	<u>81,450.77</u>
TOTAL Maintenance	218,250.00	36,934.70	136,799.23	62.68	81,450.77
<u>Customer Accts Expenses</u>					
	<u>53,000.00</u>	<u>5,748.11</u>	<u>36,335.34</u>	<u>68.56</u>	<u>16,664.66</u>
TOTAL Customer Accts Expenses	53,000.00	5,748.11	36,335.34	68.56	16,664.66
<u>Admin &amp; General Expenses</u>					
	<u>373,800.00</u>	<u>17,265.89</u>	<u>171,029.69</u>	<u>45.75</u>	<u>202,770.31</u>
TOTAL Admin & General Expenses	373,800.00	17,265.89	171,029.69	45.75	202,770.31

CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Taxes &amp; Depreciation</u>					
	<u>235,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>235,500.00</u>
TOTAL Taxes & Depreciation	235,500.00	0.00	0.00	0.00	235,500.00
<u>Transfers</u>					
	<u>6,091.00</u>	<u>0.00</u>	<u>5,696.97</u>	<u>93.53</u>	<u>394.03</u>
TOTAL Transfers	6,091.00	0.00	5,696.97	93.53	394.03
<hr/>					
TOTAL EXPENDITURES	1,955,761.00	425,406.32	1,177,868.53	60.23	777,892.47
=====					
REVENUES OVER/(UNDER) EXPENDITURES	( 427,900.46)	( 335,524.72)	( 383,376.20)	0.00	( 44,524.26)
=====					

\*\*\* END OF REPORT \*\*\*

# 1 4 0 9 9 1

**Corporate Headquarters**

5700 Crooks Rd., Ste. 100

Troy, MI 48098

800.690.6651 toll free

248.250.5000 phone

248.786.1788 fax



[www.hydrodesignsinc.com](http://www.hydrodesignsinc.com)

August 6, 2014

Kim Kriewald  
Merrill Water Utility  
2401 River St  
Merrill, WI 54452

Dear Mr. Kriewald,

Based on your current Cross Connection Control (CCC) Program, we have prepared a program that will continue to meet your specific Cross-Connection Control Program needs. Also, included within this package is our standard Professional Services Agreement. For your convenience, this has been divided into two sections. They include:

- ◆ Proposal
- ◆ Professional Services Agreement

This proposal is based upon completing a total of **160** initial inspections, compliance inspections/re-inspections of your commercial, industrial & institutional facilities on an annual basis. These inspection numbers are based upon a total number of commercial/industrial connections estimated at **402**.

This proposal is based on a period of 60 months. High hazard facilities will be re-inspected on a biennial basis with all the remaining low hazard facilities being inspected on a six-year re-inspection frequency.

The previous Professional Service Agreement was for one years and **150** initial inspections and compliance inspections.

If you have any questions please feel free to contact me at 608-234-2949 or via email at [tony@hydrodesignsinc.com](mailto:tony@hydrodesignsinc.com). We look forward to working with you and the City of Merrill again on this project.

Sincerely,

Tony Averbeck  
Client Relations Manager

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# City of Merrill Cross Connection Program Proposal

August 6, 2014

Kim Kriewald  
City of Merrill



**Why is this project necessary?** Page 2

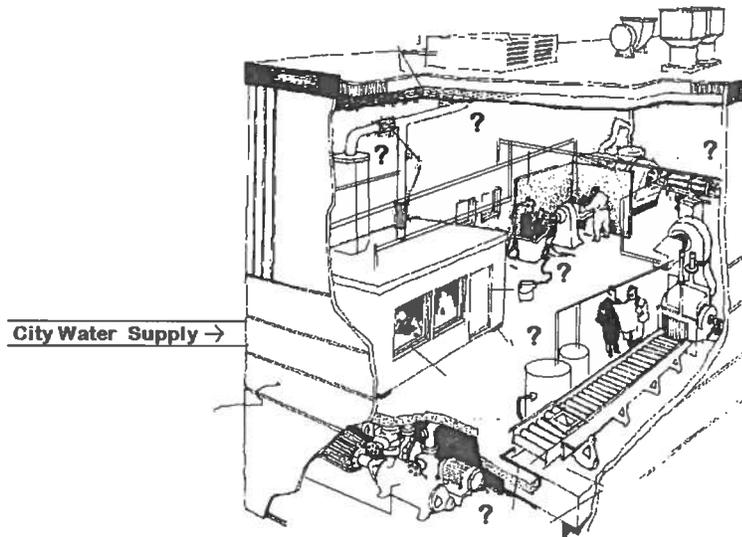
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**Executive Summary** Page 3

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**What we look for and document** Page 4

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Proposal Submitted by  
Phone: 800-315-4305



2665 S. Moorland Rd. Ste 209 New Berlin, WI 53151  
[www.HydroDesignsinc.com](http://www.HydroDesignsinc.com)

# Why?

## NR 810.15



### NR 810.15 Cross connections and interconnections.

Unprotected cross-connections are prohibited. Cross-connections shall be protected as required in Chapter SPS 382.41.

(1) CROSS CONNECTION CONTROL PROGRAM. In order to protect the public water supply system, the water supplier for every municipal water system shall develop and implement a comprehensive cross connection control program for the elimination of all existing unprotected cross-connections and prevention of all future unprotected cross-connections to the last flowing tap or end-use device. The program may include providing public education materials in lieu of inspections of low hazard portions of residential or commercial facilities. Low hazard areas consist of normal kitchen and bathroom fixtures. The water supplier shall keep a current record of the cross connection control program available for annual review by the department. The cross connection control program shall include:

(A) Complete description of the program and the administration procedures, including designation of the inspection or enforcement agency or agencies.

(B) Local authority for implementation of the program, such as ordinance or other governing rule.

(c) A time schedule for public education materials, surveys and follow up surveys of consumer premises for cross connections including appropriate record keeping. Unless otherwise authorized by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every residential service a minimum of once every ten years or on a schedule matching meter replacement. Public educational materials, when being provided in lieu of low hazard inspections, shall be provided to the customer no less than every 3 years and with every cross connection survey. Unless a detailed alternative schedule is included in the cross connection control program and is approved by the department, water suppliers for each municipal water system shall cause a survey to be conducted for every industrial, commercial and public authority service a minimum of once every 2 years. Commercial properties of similar or lesser risk to residential properties may follow the same schedule as residential properties. Completed survey results shall be maintained by the water supplier until corrections and follow up surveys have been made. (d) A complete description of the methods, devices, and assemblies which will be used

to protect the potable water supply. Compliant methods, devices and assemblies are listed in s. SPS 382.41.

(e) Provisions for denial or discontinuance of water service, after reasonable notice, to any premises where an unprotected cross connection exists or where a survey could not be conducted due to denial.

(f) Submission to the department of a copy of an ordinance establishing a cross connection Control Program, an annual report including a total number of all service connections by Category and a report indicating the number of surveys completed in each category for that year.

### (2) INTERCONNECTIONS WITH OTHER ACCEPTABLE WATER

SOURCES. Interconnections between the public water supply system and another source of water are prohibited unless permitted by the department in individual cases. Approval of the department shall be obtained prior to the interconnection.

History: CR 09-073: cr. Register November 2010 No. 659, eff. 12-1-10.

Requires municipal water suppliers have CCC Program in place

Program must be documented and inspections on a time schedule

Inspection frequency and facility hazard type must be authorized by DNR

Must refer to DSPS 382.41 plumbing code

All well to city water interconnections must be permitted individually by DNR

# Executive Summary

## Program Recommendations

Based on your current program, HDI will provide the following services to the City of Merrill. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City of Merrill with the necessary data and information to maintain compliance with the Wisconsin Department of Natural Resources (WDNR) regulations (NR 810.015). Once this project has been approved and accepted by the Village and HDI, you may expect completion of the following elements within a one (1) year period. The components of the project include:

1. Annually, perform a minimum of **160** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities, residential and miscellaneous water customers within the City served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Wisconsin Department of Safety & Professional Services Code Chapter SPS 382.
2. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
3. Generate and document the required program data for the facilities using the HDI Software Data Management Program.
4. Submit comprehensive management reports on a quarterly basis if requested.
5. Conduct an annual review meeting to discuss overall program status and recommendations.
6. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
7. Prepare the annual State of Wisconsin DNR Annual Cross Connection Control Report.
8. Assist the City with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
9. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

<b>Monthly Amount: \$1,340.00</b>	<b>5 Year Contract: \$ 80,400.00</b>
-----------------------------------	--------------------------------------

Contract Amount is based upon a 60-month period. HDI will invoice in 60 equal amounts of \$ 1,340.00

# What we look for & document.

## Cross Connection Control Survey Data:

During the Cross Connection Control Survey, the Surveyor will observe common potable water piping connections such as boiler systems, water softeners and threaded hose bibs and other machines/systems connected to the drinking water supply. Each existing backflow preventer will be verified and documented for correct application.

Where unprotected Cross Connections are identified, the Surveyor will document the required corrective action and if possible, give a brief explanation to the occupant before leaving the premises. Common backflow preventers found within residences are described but not limited to the list and photo examples below:

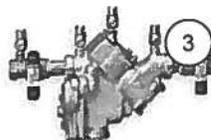
1. Lawn Sprinkler Backflow Preventers



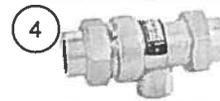
2. Toilet Tank Anti-Siphon Valves



3. Boiler Backflow Preventer – High Hazard Type



4. Boiler Backflow Preventer – Low Hazard Type



5. Outside Hose Bibb Fixture



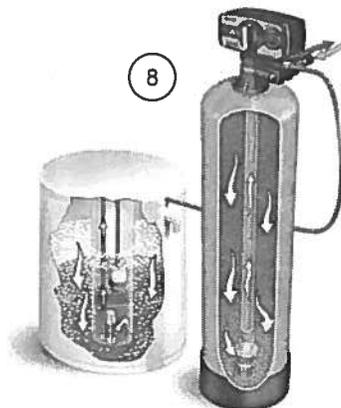
6. Standard Hose Bibb



7. Laundry Tub Threaded Fixture



8. Water Softener Back Flush Drain Hose



# PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this September 1, 2014 by and between the City of Merrill, organized and existing under the laws of the State of Wisconsin, referred to as "Utility," and Hydro-Designs, Inc. a Michigan Corporation, referred to as "HDI".

WHEREAS, the Utility supplies potable water throughout its geographic boundaries to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting and management services.

WHEREAS, HDI is experienced in and capable of supplying professional inspection of potable water distribution systems and cross connection control program management to the Utility and the Utility desires to engage HDI to act as its independent contractor in its cross connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Wisconsin and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

## ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HDI as an independent contractor to inspect its potable water distribution system in public, commercial and industrial facilities within the community and document its findings. Each party to this agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water user's facilities, complete and accurate data is not always available.

## ARTICLE II. Scope of Services

The scope of services to be provided by HDI under this Agreement will include the inspections, compliance, preparation of quarterly management reports, and annual cross connection reports with respect to the Facilities to the extent specifically set forth in this Article II (hereinafter the "Scope of Service"). Should other reports be included within the scope of services, the same shall be appended to this Agreement as Exhibit 1.

2.1 **PROGRAM START-UP MEETING.** HDI will conduct a Program Review Meeting for the Cross Connection Control/Backflow Prevention Program. Items for discussion include the following:

- Review state & local regulations
- Update wording program notifications including:
  - Inspection Notice
  - Compliance Notice
  - Non-Compliance Notices 1
  - Penalty Notices
  - Special Program Notices
- Prioritize Inspections – (i.e. Municipal Buildings, Schools, High Hazard Facilities)
- Establish procedures and protocol for addressing specific hazards
- Establish program reporting procedures
- Review educational and public awareness brochures
- Obtain complete facility listing and address information
- Establish facility inspection schedule
- Discuss high hazard and large industrial facility inspection/containment procedures. (see 2.10)

2.2 **INSPECTIONS.** HDI will perform initial and follow up inspections of individual industrial, commercial, institutional facilities and miscellaneous water customers within the Municipality served by the public water supply for cross-connections. Inspections will be conducted utilizing the Isolation approach as supported by the Wisconsin Department of SPS, SPS 382 standards.

- *Initial Inspection* – the first time an HDI representative inspects a facility for cross connections. Degree of Hazard is assigned to facility. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility. (Facility will be either compliant or non-compliant after this inspection.)
- *Compliance Inspection* – subsequent visit by an HDI representative to a facility that was non-compliant during the initial inspection to verify that the work was completed and meets the program compliance.
- *Re-Inspection* – Revisit by an HDI representative to a facility that was initially inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection. (Two to six year re-inspection cycle.)

2.3 **INSPECTION SCHEDULE.** HDI shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility designated contact person. Initial check in to include a list of inspections scheduled. An exit interview will include a list of inspections completed.

- 2.4 **PROGRAM DATA.** HDI will generate and document the required program data for the facilities listed below (in 2.9) using the HDI Software Data Management Program. Program Data shall remain property of the Utility; however, the HDI Software Data Management program shall remain the property of HDI and can be purchased for an additional fee. Data Services to include:
- Prioritizing and scheduling of inspections.
  - Notify users of inspections, backflow device installation and testing requirements
  - Monitor inspection and testing compliance.
  - Maintenance of program to comply with all WI Department of Natural Resources & Department of SPS requirements.
- 2.5 **MANAGEMENT REPORTS.** HDI will submit comprehensive management reports on a quarterly & annual basis to the City, which will include the following:
- Schedule of Inspections – 3 weeks before scheduled date
  - Activity Reports – detailing inspection activity after each round of inspections
  - Inspections Completed report – details dates and compliance status of facilities inspected
  - Notice Summary Report – details dates notices were sent to facilities
  - Violation Summary report – details what corrective action must be taken by each facility in order to move into compliance.
  - Submit comprehensive annual report to Utility detailing inspection and notice activity as well as compliance status and violations summary.
- 2.6 **REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE.** HDI will review the current cross-connection control ordinance and develop a cross-connection control plan specific to the Utility as required by Wisconsin Department of Natural Resources.
- Plan will include code adoption references, standard operational procedures, program notice documentation, reporting procedures and reference standards.
  - Plan will also include a detailed re-inspection frequency for all facilities.
- 2.7 **VACUUM BREAKERS.** Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection.
- 2.8 **PUBLIC RELATIONS PROGRAM.** HDI will continue to assist the Utility with a community wide public relations program including general awareness brochures and web site cross connection control program overview content and resources.
- 2.9 **SUPPORT.** HDI will provide ongoing support via phone, fax, internet or email.
- 2.10 **FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
  - Public Authority
  - Commercial

- 2.11 **LARGE, HIGH HAZARD FACILITIES.** Large industrial and high hazard complexes or facilities may require containment and additional assessment of the facility operations and/or processes. These facilities may require inspection/survey services outside the scope of this agreement. An independent cross connection control survey (at the business owner's expense) may be required of these facilities and the results submitted to the water utility to help verify program compliance.
- 2.12 **INSPECTION TERMS.** HDI will perform **800** total inspections over a five (5) year contract period. The total inspections include all initial inspections, compliance and re-inspections.
- 2.13 **COMPLIANCE WITH WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND WISCONSIN ADMINISTRATIVE CODE.** HDI will assist in compliance with DNR and WI Administrative Code cross-connection control program requirements for non-residential facilities.
- 2.14 **POLICY MANUAL.** HDI will prepare a comprehensive cross connection control policy manual/plan and submit the plan to the WI-DNR for approval on behalf of the Utility.
- 2.15 **INVENTORY.** HDI shall inventory all accessible (ground level) testable and non-testable backflow prevention devices. Information to include: location, size, make, model and serial number if applicable.
- 2.16 **DATA MANAGEMENT.** HDI shall provide data management and program notices for all inspection services throughout the contract period.
- 2.17 **ANNUAL YEAR END REVIEW.** HDI will conduct an on-site annual year end review meeting to discuss overall program status and specific program recommendations.
- 2.18 **CROSS CONNECTION CONTROL BROCHURES.** HDI will provide **800** cross-connection control educational brochures annually. Educational brochures will also be available for download at [www.hydrodesignsinc.com](http://www.hydrodesignsinc.com).
- 2.19 **INSURANCE.** HDI will provide all required copies of general liability, workers compensation and errors and omissions insurance naming the Utility as an additional insured if required.

### **ARTICLE III. Responsibilities of the Utility**

- 3.1 **UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 **COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HDI, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water distribution system cross-connection control program inspection/surveys and testing and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.

- 3.3 **NOTICE OF LITIGATION.** In the event that the Utility or HDI has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative or undertakes the prosecution of any actions, claims, suits, administrative or arbitration proceedings, or investigations in connection with this agreement, the party receiving such notice or undertaking such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 **FACILITY LISTING.** The Utility must provide HDI a complete list of facilities to be inspected. Information to include facility name, address, contact person (if available), and phone number. (Electronic file format such as Microsoft Excel preferred.) Incorrect facility addresses will be returned to the Utility contact and corrected address will be requested. If Utility is unable to provide an electronic file copy of facility information, HDI will assess a data transfer fee of \$80/hour to manually input the facility listing and/or assembly test record information into the HDI Software Data Management Program. This fee will be invoiced separately outside the scope of this service agreement.
- 3.5 **LETTERHEAD/LOGO.** The Utility should provide HDI with an electronic file copy of logo for mailing notices and envelopes for the program.

#### **ARTICLE IV. Term**

- 4.1 **TERM AND TERMINATION TERM.** Services by HDI under this Agreement shall commence on September 1, 2014 and end five years from such date, unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this agreement within 90 days of its receipt. Failure to execute this Agreement within the 90 day period shall deem the proposed terms void.
- 4.2 **RENEWAL.** Upon the expiration of this Agreement, HDI will continue to provide services as specified in this Agreement and the Agreement will automatically continue on a month-to-month basis at the same monthly contract dollar amount unless either party notifies the other in writing prior to sixty (60) calendar days before the end of this Agreement.
- 4.3 **TERMINATION.** The Utility or HDI may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts of work performed by HDI.
- 4.4 **BASE COMPENSATION.** From September 1, 2014, the City of Merrill shall pay HDI as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, the sum of **\$1,340.00 per month, \$80,400.00 within sixty (60) months of contract date.**

- 4.5 **PAYMENT OF INVOICES.** Upon presentation of invoices by HDI, all payments including base and other compensation shall be due and payable on the first day of each month (due date) for which services will be or have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this agreement. For any payment to HDI which is not made within thirty (30) calendar days after the due date, HDI shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 **CHANGES IN SCOPE OF SERVICES.** In the event that the Utility request and HDI consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HDI shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility, additional costs incurred in (a) treating Abnormal or Biological Toxic Materials; (b) disposing of process residue; (c) meeting new or changed government regulations or reporting requirements, including changed effluent or potable water standards which increase the cost of operating the Facilities; (d) arising from construction or medication of the Facilities, or (e) expenditures for Capital Improvement and Capital Repairs.
- 4.7 **CLIENT CONFIDENTIALITY.** All communications between HDI and the Utility regarding business practices and other methods and forms of doing business will be considered confidential, subject to the requirements of Wisconsin Public Records Law.
- 4.8 **ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 **CONFINED SPACES** – HDI personnel will not enter into confined spaces.

#### **ARTICLE V. Risk Management**

- 5.1 **INFORMATION.** Both Parties to this agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user; complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.

5.2 **INDEMNIFICATION.** HDI agrees to and shall hold the Utility, its elected and appointed officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by or arises from the sole negligence of HDI in the performance of its services under this Agreements. The Utility agrees to and shall hold HDI, its officers, and employees harmless from any liability for claims or damages for personal injury or property damage which is caused by, or arises from, the sole negligence of the Utility. In the event that both HDI and the Utility are found by a fact finder to be negligent and the negligence of both is a proximate cause of such claim for damage, then in such event each party shall be responsible for the portion of the liability equal to its comparative share of the total negligence.

5.3 **HDI INSURANCE.** HDI currently maintains the following insurance coverage's and limits:

	Occurrence	Aggregate
Commercial General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability(Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HDI shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. These policies will be in effect at the time HDI takes possession of the Facilities. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement with and endorsement sent to the Utility showing coverage.

5.4 **UTILITY INSURANCE.** The Utility will maintain liability insurance on an all risk basis and including extended coverage for matters set forth in this agreement. The Utility and HDI agree that with respect to insurance coverage carried by either party in connection with the Facilities, such insurance will provide for the waiver by the insurance carrier of any subrogation rights against the Utility or against HDI as the case may be.

5.5 **RELATIONSHIP.** The relationship of HDI to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HDI shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 **ENTIRE AGREEMENT AMENDMENTS.** This Agreement contains the entire Agreement between the Utility and HDI, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 **HEADINGS, ATTACHMENTS, AND EXHIBITS.** The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as an integral part of this Agreement.

5.8 **WAIVER.** The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

- 5.9 **ASSIGNMENT.** This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.
- 5.10 **REIMBURSABLE EXPENSES.** For the purpose of this Agreement, employee reimbursable expenses shall comply with the published Federal guidelines.
- 5.11 **FORCE MAJEURE.** A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.
- 5.12 **AUTHORITY TO CONTRACT.** Each party warrants and represents that it has proper authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.
- 5.13 **GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Wisconsin, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Wisconsin.
- 5.14 **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
- 5.15 **NOTICES.** All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, telecopied or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HDI:

Hydro Designs, Inc.  
c/o John Hudak  
5700 Crooks Road, Ste. 100  
Troy, MI 48098  
(248) 250-5005  
(248) 789-1789 fax

If to Utility:

City of Merrill  
2401 River St  
Merrill, WI 54452

5.16 **SEVERABILITY.** Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

**Utility**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Date:

**Hydro-Designs, Inc.**



8-06-14

\_\_\_\_\_  
By: John Hudak  
Its: President/COO

\_\_\_\_\_  
Date:

## CITY OF MERRILL - FISCAL NOTE

ITEM # 140991

Board or Committee: Common Council  
Date of Meeting: September 9<sup>th</sup>, 2014  
Prepared By: Finance Director Kathy Unertl

### **HydroDesigns, Inc. water cross-connection contract**

(Follow-up from August 13th, 2014 Committee of Whole meeting request)

#### **Water Fund – Cross Connection Inspections - 2014**

Budgeted at \$20,000 Expenditures-To-Date \$4,255 Balance \$15,745

#### **General Fund – Building Inspection/Zoning Department - 2014**

Attached is the Committee of Whole meeting minutes from February 11<sup>th</sup>, 2014 and background information for that meeting.

- February 6<sup>th</sup>, 2014 memo from City Administrator David Johnson
- E-mails to/from former Alderperson Steve Hass and Tax Increment District (TID) position fiscal overview

As emphasized in my February fiscal information, I fully anticipate that various TIDs will cover the 2014 differences. **If “blight” elimination continues as a priority, TIDs will also offset the 2015 increased costs.**

**Specifically for 2014:** There is a \$8,405 savings from the first three months of 2014 when building/zoning contractor was Northwinds Inspections instead of City of Merrill employee. This amount should cover both reduced Water Cross-Connections and the sidewalk/concrete program lower offsetting revenues.

  
\_\_\_\_\_

Date: 9/4/2014

**Consider change: Building Inspector/Zoning Administrator to full-time employee**

Information was in the meeting packet. City staff is recommending that the present contractual Building Inspector/Zoning Administrator position be changed to a full-time employee position, effective the first pay period in March. The approximate extra cost to make the change is \$9,423, based on the assurance from Building Inspector/Zoning Administrator Pagel that he will decline health insurance coverage through the City.

Alderman Hass stated that, although he is not necessarily opposed to the position being changed to full-time, he does not think the timing is right. In his opinion, this change should have been done either as part of the 2014 budget process or as part of the 2015 budget process, particularly since the City is in the middle of a strategic planning process. He also questioned the logic of allocating Tax Increment Finance (TIF) funds to cover the extra money needed to make the change.

Alderwoman Caylor raised the possibility that, at some future time, Building Inspector/Zoning Administrator Pagel may seek health insurance coverage through the City. Based on that possibility, she stated that the \$18,000 "savings" in health insurance cannot really be considered savings.

Building Inspector/Zoning Administrator Pagel responded that nobody can predict the future, and therefore at some future time he may be seeking health insurance coverage through the City.

**140291**

Motion (Hass/Caylor) to change the Building Inspector/Zoning Administrator position from a contracted position to a full-time City employee position, with the \$9,423 necessary to make the change to be taken from the Utility Fund. Carried.

**Public Comment**

None.

*#KU Note — For Water Cross Connection*

**Adjournment**

Motion (Hass/Caylor) to adjourn. Carried. Adjourned at 6:43 P.M.

Minutes prepared and submitted by:

To: Common Council  
From David Johnson, City Administrator  
Subject: Inspection/zoning services  
Date: 2/6/14

The City of Merrill currently contracts for inspection and zoning administration services with Northwinds (Darin Pagel). There are presently several communities seeking applicants for building inspectors that Darin could apply for. If Darin were to leave Merrill we would lose a great deal of institutional knowledge and most likely end up having to split the position between inspection and zoning duties. Even two part-time positions have the potential to cost more than the single full-time position.

As an employee we have more latitude to direct an individual's work than we do someone under contract. With a full-time position we have someone here the entire work day, as well as being able to attend after-hour meetings. With Darin as an employee, he is unable to undertake other contractual work during the regular work day as he currently is able to do under contract.

Darin's contract Rate for up to 2080 hours annually is \$29.28/hr. or \$60,902.40/year  
FICA - \$0  
Medicare - \$0  
WRS - \$0  
Insurance - \$0

Darin's suggested rate as full-time employee is \$29.39/hr. (Grade 9 Step H) or \$61,313.20/year  
FICA - \$4,050  
Medicare - \$913  
WRS - \$4,049  
Insurance - \$0 (Darin has agreed not to take city offered health insurance - \$18,000 savings)

The difference is approximately \$9,000/annually. This additional amount can be legitimately funded through TIF for all the blight elimination work performed in the TIDs.

It is the recommendation of staff that the present contractual position for inspection/zoning be made a full-time employee position effective the first pay period in March.

## Unertl, Kathy

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**From:** Unertl, Kathy  
**Sent:** Friday, February 07, 2014 4:22 PM  
**To:** Hass, Steve; Johnson, David; Bialecki, Bill  
**Cc:** Aldermen; Heideman, Bill  
**Subject:** RE: TIF money - Fiscal Overview  
**Attachments:** Proposed Bldg Position - TIDs 2014.pdf

Both wages and benefits are eligible TIF expenses. The attached document summaries the 2014 budgeted positions related to TID offsetting revenues. I have also provided a comparison of the Building Inspector as an employee vs. as a contractor related to TIF offsetting revenues.

The proposal to move the Building Inspector/Zoning Administrator to City Employee status would have NO fiscal impact since increased personnel services expenses would be entirely offset by increased TIF offsetting revenues.

Kathy Unertl, Finance Director  
City of Merrill

-----Original Message-----

**From:** Hass, Steve  
**Sent:** Friday, February 07, 2014 12:51 PM  
**To:** Johnson, David; Unertl, Kathy; Bialecki, Bill  
**Cc:** Aldermen; Heideman, Bill  
**Subject:** TIF money

Please provide a list of all wages that are paid out of the TIF districts and the percentages it counts towards such wages, also what line item in these budgets you plan to use to pay this and other wages. I want to know who is getting paid through TIF and a dollar figure for each employee. Thank you.

Steve J. Hass  
City of Merrill  
Council President

## City of Merrill - 2014 Personnel Services to Tax Increment Districts (TIDs)

The following positions (both wages & benefits) are budgeted as **Offsetting Revenues** to the General Fund:

	<u>%</u>	<u>Amount</u>
City Administrator	12.5%	\$16,500
City Attorney	3.5%	\$5,370
Finance Director	17.5%	\$17,995
Clerk-Treasurer Staff	1.5%	\$2,200
Building Inspector Contractor*	10.7%	\$6,500
	Total	<u>\$48,565</u>

\*Without benefits for contractor.

Note: Based upon which TID services are performed, actual costs for wages and benefits are allocated to the appropriate TID.

### If Building Inspector/Zoning Administrator to City Employee Status:

Building Inspector	If Employee	Wage - Difference	\$411
		FICA	\$4,050
		Medicare	\$913
		WRS - Retirement	\$4,049
		Total	<u>\$9,423</u>

Building Inspector	If Employee	22.0%	to TIDs	About	\$15,500
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CITY OF MERRILL  
 REVENUE & EXPENSE REPORT (UNAUDITED)  
 AS OF: AUGUST 31ST, 2014

10 -General Fund  
 Bldg. Inspection/Zoning

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<b>REVENUES</b>					
<u>=====</u>					
<u>Licenses and Permits</u>					
42400-44300 Building/Zoning Permit Fees	25,000.00	1,860.00	13,460.00	53.84	11,540.00
42400-44575 Rental Inspection Fees	0.00	0.00	0.00	0.00	0.00
TOTAL Licenses and Permits	25,000.00	1,860.00	13,460.00	53.84	11,540.00
<u>Miscellaneous Revenues</u> <i>Payroll Directly Posted to appropriate expenditure accounts Projected</i>					
42400-48111 Various TIDs-Blight	6,500.00	0.00	575 0.00	0.00	10,500 <del>6,500.00</del>
42400-48500 Water Cross Inspection	15,000.00	0.00	4,255 0.00	0.00	4,255 <del>15,000.00</del>
42400-48550 Water Cross-Adm Assistant	3,650.00	0.00	676 0.00	0.00	676 <del>3,650.00</del>
42400-48750 Sidewalk Program	5,000.00	0.00	0.00	0.00	<del>5,000.00</del>
TOTAL Miscellaneous Revenues	30,150.00	0.00	0.00	0.00	30,150.00
<hr/>					
TOTAL REVENUES	55,150.00	1,860.00	13,460.00	24.41	<del>41,690.00</del> \$15,431
<u>EXPENDITURES</u>					
<u>=====</u>					
<u>Personnel Services</u>					
52400-01-11000 Salaries-Bldg Inspector	34,612.00	6,945.12	23,088.45	66.71	11,523.55
52400-01-21000 Wages-Regular CD	12,564.00	1,456.92	7,832.83	62.34	4,731.17
52400-01-22000 Overtime	0.00	0.00	0.00	0.00	0.00
52400-01-23000 Longevity	116.00	0.00	0.00	0.00	116.00
52400-01-51000 Social Security	3,618.00	634.48	2,359.11	65.20	1,258.89
52400-01-52000 Retirement (WRS)	3,310.00	588.16	2,197.78	66.40	1,112.22
52400-01-54000 Health Insurance	6,972.00	413.44	3,763.98	53.99	3,208.02
52400-01-55000 Life Insurance	266.00	19.28	102.05	38.36	163.95
TOTAL Personnel Services	61,458.00	10,057.40	39,344.20	64.02	22,113.80
<u>Contractual Services</u>					
52400-02-17000 <u>Inspection/Zoning Contrac</u>	19,502.00	0.00	11,097.12	56.90	8,404.88
52400-02-17550 Title Research-Condemn	100.00	0.00	0.00	0.00	100.00
52400-02-17575 Condemn-Engineering	325.00	0.00	0.00	0.00	325.00
52400-02-25000 Telephone	500.00	86.43	408.28	81.66	91.72
52400-02-25500 iPad - Bldg Inspector	500.00	40.01	480.12	96.02	19.88
TOTAL Contractual Services	20,927.00	126.44	11,985.52	57.27	8,941.48
<u>Supplies &amp; Expenses</u>					
52400-03-10000 Office Supplies/Postage	1,250.00	( 25.38)	971.58	77.73	278.42
52400-03-13500 Title/Legal Services	0.00	0.00	75.00	0.00	( 75.00)
52400-03-20000 Publications & Notices	240.00	0.00	185.27	77.20	54.73
52400-03-32000 Education & Conference	0.00	0.00	0.00	0.00	0.00
52400-03-40000 Operating Supplies	250.00	0.00	99.85	39.94	150.15
52400-03-53000 Mileage & Gas	500.00	0.00	88.53	17.71	411.47
TOTAL Supplies & Expenses	2,240.00	( 25.38)	1,420.23	63.40	819.77
<hr/>					
TOTAL EXPENDITURES	84,625.00	10,158.46	52,749.95	62.33	31,875.05

# 1 4 0 9 2 5 1

7

REQUEST TO INCLUDE ITEM ON AGENDA

Board or Committee: Personnel & Finance Committee

Date of Meeting: September 2<sup>nd</sup>, 2014

Requested By: Finance Director Kathy Unertl

Describe below the item(s) you wish to have put on the agenda:  
(please attach any pertinent information)

**Review of City equalized valuation and implications for City of Merrill borrowing capacity** (Follow-up from July 24<sup>th</sup>, 2014 Committee of Whole meeting)

Attached is information on 2014 equalized valuation by class and historical summary since the 2000 revaluation.

City Charter Ordinance No. 2002-C1 emphasizes that the debt management policy is a guideline for the development of new debt issues.

As shown by the following spreadsheet summary information, almost 10% of the City's borrowing capacity is being used for revenue-supported General Obligation (GO) debt service. Section 3 (i) potentially should be amended/broadened to exclude these revenue-supported borrowing amounts

Kathy Unertl

Date: 8/25/2014

# Statement of Changes in Equalized Values by Class and Item

## Wisconsin Department of Revenue

Year: 2014 ▾ Select year if not displayed AREA: NORTH CENTRAL COUNTY: LINCOLN CITY: MERRILL 80-35-251

REAL ESTATE	2013 R.E. EQUALIZED VALUE	\$ AMOUNT OF ECONOMIC CHG	% CHG	\$ AMOUNT OF NEW CONSTR	% CHG	\$ AMOUNT OF ALL OTHER CHG	% CHG	2014 R.E. EQUALIZED VALUE	TOTAL \$ CHANGE IN R.E. VALUE	% CHG
<b>RESIDENTIAL</b>										
LAND	43,148,800	-4,310,600	-10	19,600	0	-145,700	0	38,712,100	-4,436,700	-10
IMP	195,891,400	-19,573,600	-10	687,200	0	-504,600	0	176,500,400	-19,391,000	-10
TOTAL	239,040,200	-23,884,200	-10	706,800	0	-650,300	0	215,212,500	-23,827,700	-10
<b>COMMERCIAL</b>										
LAND	21,681,800	-434,500	-2	7,000	0	142,700	1	21,397,000	-284,800	-1
IMP	70,585,700	-1,414,900	-2	10,157,800	14	414,000	1	79,742,600	9,156,900	13
TOTAL	92,267,500	-1,849,400	-2	10,164,800	11	556,700	1	101,139,600	8,872,100	10
<b>MANUFACTURING</b>										
LAND	1,658,700	48,700	3	0	0	-8,800	-1	1,698,600	39,900	2
IMP	26,094,400	0	0	694,900	3	-263,300	-1	26,526,000	431,600	2
TOTAL	27,753,100	48,700	0	694,900	3	-272,100	-1	28,224,600	471,500	2
<b>AGRICULTURAL</b>										
LAND/TOTAL	31,000	-500	-2	0	0	0	0	30,500	-500	-2
<b>UNDEVELOPED</b>										
LAND/TOTAL	43,700	2,300	5	0	0	-2,000	-5	44,000	300	1
<b>AG FOREST</b>										
LAND/TOTAL	0	0	0	0	0	0	0	0	0	0
<b>FOREST</b>										
LAND/TOTAL	0	0	0	0	0	0	0	0	0	0
<b>OTHER</b>										
LAND	0	0	0	0	0	0	0	0	0	0
IMP	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0
<b>TOTAL REAL ESTATE</b>										
LAND	66,564,000	-4,694,600	-7	26,600	0	-13,800	0	61,882,200	-4,681,800	-7
IMP	292,571,500	-20,988,500	-7	11,539,900	4	-353,900	0	282,769,000	-9,802,500	-3
TOTAL	359,135,500	-25,683,100	-7	11,566,500	3	-367,700	0	344,651,200	-14,484,300	-4
<b>TOTAL \$ CHANGE</b>										
<b>PERSONAL PROPERTY</b>	<b>2013 MERGED P.P.</b>	<b>2014 EVA P.P.</b>	<b>% CHG</b>	<b>2014 MFG P.P.</b>	<b>% CHG</b>	<b>2014 MERGED P.P.</b>	<b>TOTAL \$ CHANGE IN P.P. VALUE</b>	<b>% CHG</b>		
WATERCRAFT	0	0		0		0	0	0		
MACH TOOL & PAT	4,118,700	3,624,800		1,485,800		5,110,600	991,900	24		
FUR FTX & EQUIP	8,559,000	7,067,700		857,600		7,925,300	-633,700	-7		
ALL OTHER	2,716,900	1,731,100		1,383,700		3,114,800	397,900	15		
COMPENSATION	0	-100		0		-100	-100			
TOTAL PERSONALTY	15,394,600	12,423,500		3,727,100		16,150,600	756,000	5		
	<b>2013 TOTAL EQUALIZED VALUE</b>					<b>2014 TOTAL EQUALIZED VALUE</b>	<b>TOTAL \$ CHANGE IN EQUAL VALUE</b>	<b>% CHG</b>		
	374,530,100					360,801,800	-13,728,300	-4		

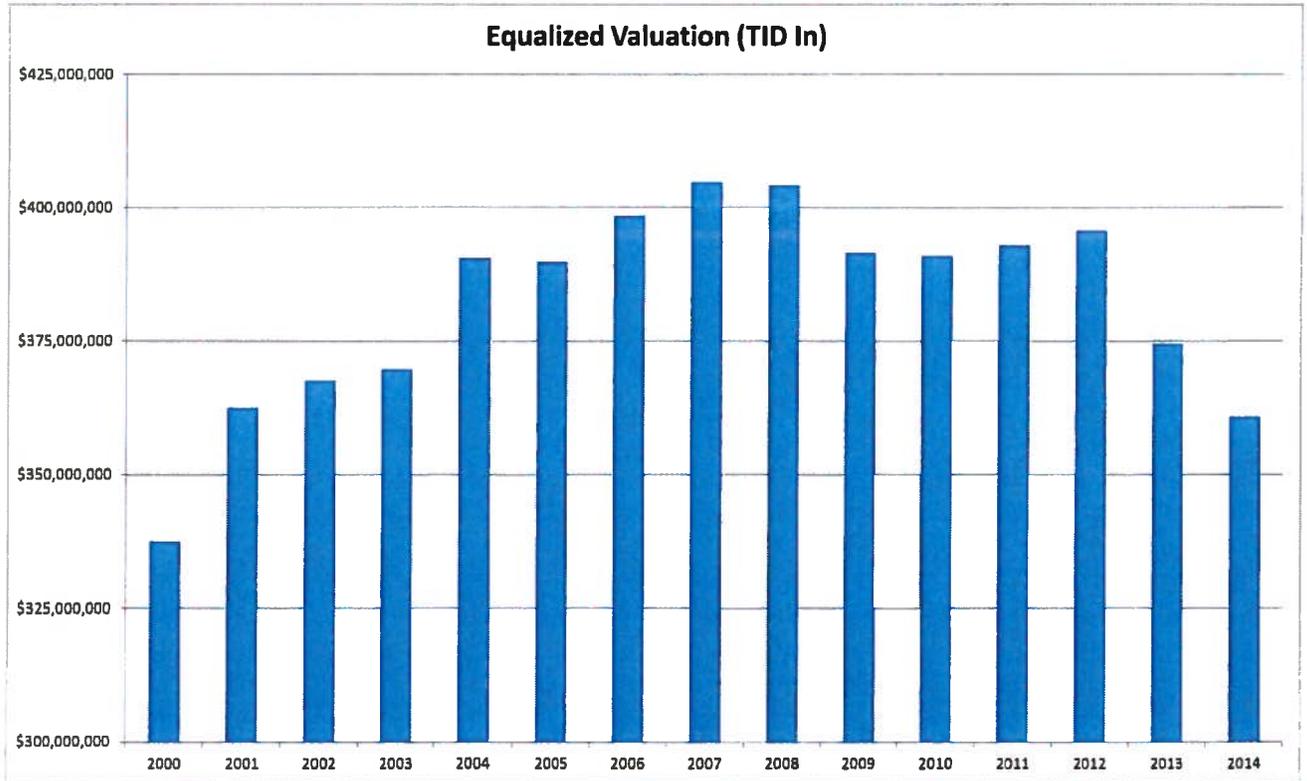
# City of Merrill

# Assessed and Equalized Valuations

Levy Year	Assessed Valuation	% Change	Equalized Valuation TID In	% Change	Equalized Valuation TID Out	% Change	TID Value Increment	% Change	Ratio of Assessed to Equalized Value
<b>2000</b>	<b>\$351,837,900</b>	<b>28.5%</b>	<b>\$337,474,600</b>	<b>2.7%</b>	<b>\$325,735,200</b>	<b>2.0%</b>	<b>\$11,739,400</b>	<b>27.0%</b>	<b>104.26%</b>
2001	\$354,830,500	0.9%	\$362,443,800	7.4%	\$348,699,900	7.1%	\$13,743,900	17.1%	97.90%
2002	\$359,114,300	1.2%	\$367,544,800	1.4%	\$353,312,300	1.3%	\$14,232,500	3.6%	97.71%
2003	\$362,941,900	1.1%	\$369,727,200	0.6%	\$355,235,400	0.5%	\$14,491,800	1.8%	98.20%
2004	\$368,876,400	1.6%	\$390,524,700	5.6%	\$390,524,700	9.9%	\$0	-100.0%	94.43%
2005	\$371,496,700	0.7%	\$389,885,100	-0.2%	\$389,885,100	-0.2%	\$0		95.35%
2006	\$375,339,700	1.0%	\$398,547,900	2.2%	\$395,691,400	1.5%	\$2,856,500		93.67%
2007	\$379,466,000	1.1%	\$404,809,100	1.6%	\$398,948,900	0.8%	\$5,860,200	105.2%	93.74%
2008	\$387,130,900	2.0%	\$404,161,700	-0.2%	\$396,868,900	-0.5%	\$7,292,800	24.4%	95.82%
2009	\$387,613,100	0.1%	\$391,590,700	-3.1%	\$384,545,100	-3.1%	\$7,045,600	-3.4%	98.98%
2010	\$389,251,200	0.4%	\$390,935,400	-0.2%	\$382,255,600	-0.6%	\$8,679,800	23.2%	99.57%
2011	\$391,370,000	0.5%	\$392,919,700	0.5%	\$382,748,200	0.1%	\$10,171,500	17.2%	99.61%
2012	\$389,937,400	-0.4%	\$395,700,100	0.7%	\$385,099,400	0.6%	\$10,140,000	-0.3%	99.67%
2013	\$394,235,310	0.7%	\$374,530,100	-5.4%	\$364,710,300	-5.3%	\$9,819,800	-3.2%	105.26%
2014	Pending		\$360,801,800	-3.7%	\$342,911,400	-6.0%	\$17,890,400	82.2%	Pending
<b>Change</b>			<b>(\$13,728,300)</b>	<b>1.7%</b>	<b>(\$21,798,900)</b>	<b>-0.7%</b>	<b>\$8,070,600</b>	<b>85.3%</b>	

**State General Obligation Borrowing Capacity (2014)**  
 5% of Equalized **\$18,040,090**

**City Charter Ordinance**  
 70% of State Limit **\$12,628,063**





# Memo

**To:** David Johnson, Administrator  
Kathy Unertl, Finance Director  
Thomas Hayden, City Attorney

**From:** Sean Lentz, Ehlers  
Patrick Malloy, Ehlers

**Cc:** Personnel and Finance Committee

**Date:** August 27, 2014

**Subject:** Charter Ordinance regarding General Obligation Debt

---

The City has a charter ordinance that limits the issuance of General Obligation (G.O) debt to 70% of its legal debt limit. The total G.O. Borrowing Capacity for the City is **\$18,040,090**. Per the charter ordinance that amount is reduced to **\$12,628,063**. As of January 1, 2015, the G.O. debt outstanding will be **\$11,049,229**. This will leave the City with **\$1,578,834** in available G.O. Borrowing Capacity for financing the projects forecasted in the City's capital improvement plan and for any economic development initiatives.

The G.O. debt limit is calculated by multiplying the City's total equalized valuation by 5%. The City's total equalized valuation is currently **\$360,801,800**. This amount is approximately equal to what the City's equalized valuation was in 2001. The City's equalized value was at its highest point (**\$404,809,100**) in 2007 and has been on a downward trend since that time. This downward trend in equalized valuation coupled with the charter ordinance has reduced the City's ability to use its lowest cost and most flexible tool (G.O. debt) for financing capital improvement plan and economic development related projects.

The City may wish to consider adjusting its charter ordinance to eliminate from the calculation of available G.O. Borrowing Capacity (per the charter ordinance) any self-supporting debt. Self-supporting debt means any G.O. debt issued by the City that is paid from funds other than general property tax funds. An example of self-supporting debt would be debt repaid by the water system, sewer system, or tax increment revenues. This change would allow for more use of the City's lowest cost borrowing option while still maintaining a limitation which is more stringent than the State law.



## City of Merrill - Revenue-Supported GO Debt Service

### Outstanding Principal as of 12/31/2014:

<b>Water</b>				
SIB 2005	Hwy 64 Projects	Water	\$158,382	<b>\$158,382</b>
<b>Sewer</b>				
SIB 2005	Hwy 64 Projects	Sewer	\$106,666	
GO 2006B	WWT Building	Sewer	\$65,000	
STF 2010	Phosphorus	Sewer	\$57,530	
		<b>Sewer</b>		<b>\$229,196</b>
<b>TIDs - Tax Increment Districts</b>				
GO 2006B	Hwy 64 - East Side	TID 3	\$110,000	
GO 2008B	N. Pine Ridge/Thielman	TID 4	\$320,000	
STF 2011.01	Hwy 64/Downtown Streets	TID 6	\$66,342	
GO 2013A	Streetlights - Airport	TID 5	\$33,511	
GO 2013A	Courtview/2014 Projects	TID 6	\$191,489	
		<b>TIDs</b>		<b>\$721,342</b>

<b>Total Principal - Revenue-Supported</b>	<b>\$1,108,920</b>
--	--------------------

## City of Merrill Borrowing Capacity

State General Obligation Borrowing Capacity (2014)

5% of Equalized \$18,040,090

City Charter Ordinance

70% of State Limit \$12,628,063

<b>Revenue-Supported</b>	<b>\$1,108,920</b>
	<b>8.8%</b>

#1409260



# Strategic Plan

## 2014-2019

July 31, 2014



## **Planning Committee**

Mayor William Bialecki

### *Alderspersons:*

John Burgener, Council President

Pete Lokemoen

Chris Malm

Tim Meehean

Rob Norton

Kandy Peterson

Ryan Schwartzman

David Sukow

### *Former Alderperson:*

Steve Haas

David Johnson, City Administrator

### *Participating Department Heads:*

Jane Deau, Enrichment Center

Rich Grenfell, Transit Administrator

Tom Hayden, City Attorney

Bill Heideman, City Clerk

Ken Neff, Police Chief

Ramona Pampusch, Maintenance Director

Dave Savone, Fire Chief

Stacy Stevens, Library Director

Kathy Unertl, Finance Director

Dan Wendorf, Parks & Recreation Director

## **Regular Participants from the Public**

Gene Bebel

Judy Woller

## **Facilitated & Compiled by:**

Art Lersch

Community Resource Development Educator  
University of Wisconsin Extension, Lincoln County

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## **Executive Summary**

City of Merrill stakeholders met eight times to complete the city government's first ever strategic plan. Important work achieved included a SOAR (strengths, opportunities, aspirations, results) analysis, the pronouncement of core values for city government, the development (and formal Council approval) of both city government vision and mission statements, the identification and prioritization of strategic issues, a review of city services (information provided by department heads), the creation of a vision statement for the community, the identification of strategies and action steps to address the chosen strategic issues, and additional action planning.

Along with achieving all this, another goal was to use the process as a means to better educate both internal leaders and the public about how city government functions and to facilitate better communication and working relations among city officials. Although the public did not participate to the degree that was hoped, despite efforts to engage them, those residents who did attend the meetings made it known early on that they wanted to be participants rather than mere spectators. This, along with the strengthening of internal relationships among city government leaders, is nearly as important a byproduct of the process as the plan itself.

Since this was the first time the stakeholders took part in a comprehensive strategic planning process, they often had to learn about procedures while doing them. Methods used to generate ideas and to ultimately prioritize the issues city government will focus on in the coming five years were kept somewhat basic, hopefully not to the detriment of the outcome. That said, the strategic plan outlined in this document, like most plans of its type, is meant to be simply a framework for action. It is not a panacea, and most important, it should be modified to reflect changing priorities and resources. Perhaps the greatest strength of this particular plan is that city government has already begun to address many of the issues contained in it. The fact that those issues have now been identified in writing will compel city government to focus even more of its resources to address them. Using processes outlined in this document, the planning group chose the following four strategic issues for city government to concentrate on in the coming years.

- ***How can Merrill city government help grow the city's tax base?***
- ***Are there any services that we need to provide that we currently are not? Are there services that we may not be able to provide any longer or should not be offering?***

- ***What is Merrill city government's budget philosophy?***
- ***How does city government create and implement strategic economic development (and redevelopment)?***

Details of how these issues will be addressed begin on page 17 of this report.

## **Primary Core Values**

For the first time in recent history, City of Merrill government stakeholders identified core values for how the government should operate. They became the principles upon which planning conversations took place.

- ***Responsive***
- ***Customer Satisfaction***
- ***Greatest good for the Most Residents***
- ***Government that is easy to do Business With***
- ***Adaptable***
- ***Consistent***
- ***Highest level of Quality Service***
- ***Fairness***
- ***Progress***
- ***Active Listening***
- ***Interact well Together***
- ***Best use of Limited Resources***
- ***Safety***
- ***Positive outlook***
- ***Trust***

## **Vision**

Using the core values and information from other discussions, planning group members developed the following vision statement.

***"We, the employees and officials of the City of Merrill, envision superior services while being open, responsible, and transparent to the public"***

## **Mission**

Stakeholders also developed the mission statement below.

***"The mission of the City of Merrill government is to provide high quality services in an innovative, consistent, and efficient manner"***

Both the city government mission and the vision statements were formally and unanimously approved by City Council during its May 13, 2014 meeting. It is believed that this is the first time city government has had either a mission or vision statement. Following approval, the statements were added to the City of Merrill website and will be communicated via other means from now on.

Also created during the planning process was a community vision statement.

***"Merrill, embracing our diverse heritage while working toward a brighter future"***

Further review and formal approval of this statement is pending.

## SOAR Analysis

SOAR stands for strengths, opportunities, aspirations, and results. This type of analysis is similar to a SWOT (strengths, weaknesses, opportunities, threats) overview, but emphasizes the positive aspects of a particular organization. Opportunities are in many cases also challenges that are being or will be faced. Planning group members completed this exercise in preparation for identifying and prioritizing the most important strategic issues city government will face over the next five years.

### Strengths

- € Safety services.
  - Both the fire and police departments are career rather than volunteer operations
  - Both the police and fire department are administered by very competent, strong leaders
  - Both the police and fire department staff take a highly professional approach to their work
  - The police and fire departments work well together to achieve common goals
  
- € The city workforce is committed/dedicated to public service and is highly competent. (An example would be city employees having to do utility work during Merrill's coldest winter on record). Many of them correctly have the attitude that they are filling career positions.
  
- € All city departments have a community focus. Their employees are constantly thinking of ways to strengthen the community through the services they provide.
  
- € City officials and employees are proud of Merrill and passionately wish to improve it.



- € The city currently has good, strong, progressive leadership.
- € The number and diversity of services the city provides is extensive. (E.g. Services are provided to citizens of various ages.)
- € City government has extensive interaction with the Merrill Area Public School District, especially the fire and police departments.
- € Availability of MP3/Merrill Productions videotaping government in action to show how committees and Council function.
- € There is a unique public transportation system for this size a city.

#### Opportunities

- € Become even more involved in regional efforts that will allow for the pooling of resources.
- € Work more closely with more of the entities that promote regional efforts such as Centergy, Grow North, and North Central Regional Plan Commission.
- € Increase the openness and transparency of city government by improving internal and external communications.
- € Communicate by using a wider variety of means including social networking and other online options.
- € Focus on just a few specific, potentially very impactful economic development projects (Lincoln House; former Guys Shop, etc.). Create a marketing strategy to persuade developers, including those who live in the area, to take on the projects.
- € Continue to explore multijurisdictional ways (intergovernmental cooperation) to provide services (e.g. city and county; working with Tomahawk, etc.).

- € Search and apply for state and federal grants to offset equipment and perhaps other costs.
- € Hold meetings with other governments to learn about their “best practices” and apply those methods if/when it makes sense.
- € Continue attending North Central Wisconsin fire and police chief meetings (learning more about regional issues).
- € City IT department needs to provide training to Council members and residents on how to best use social media and other communication strategies.
- € Develop or join multi-city/county cooperatives that purchase supplies. Cooperatives drive down prices because they buy in bulk. Take a similar approach to providing employee benefits (check out UW-Platteville arrangement.)

### Aspirations

Group members were asked to use the city government and community vision statements as references for the discussion.

- € Focus residential development in the central city area rather than in the outskirts of the city.
  - Continue blight elimination
  - Develop whole areas rather than just isolated lots
  - Review and change when it makes sense zoning ordinances that impede residential re-development
- € Aspire to be responsive to the changing needs of the community.
- € City government needs to have a user friendly attitude while stressing to residents that it can't do it.all.
- € Aspire to educate people how city government works.

- € City government needs to be friendlier to businesses. Help business owners through the process of locating here or expanding. If a regulation cannot/should not be changed, give business owners other options that will help them do what they need to do.
- € More open and transparent communication should be fostered. There needs to be communication improvements between city departments. Information should be out sooner. (IT can help facilitate this). Department reports to oversight committees should be forwarded to alderpersons. Committee minutes should be completed and distributed in a more timely fashion. Make it easier for people to watch MP3 broadcasts (now only on cable; IT can help facilitate).
- € Aspire to be the best we can be: we should be developing and communicating best practices in government management.

#### Results (expected)

- € City government should do all it can to recruit businesses to the area. It should be more strategic about what businesses are recruited. Specifically, there are opportunities to target insurance industry businesses because this is a regional hub for that service.
- € City government should do all it can to squelch the area rumor mill.
- € City government should have stronger ties to the local hospital and be more active in promoting the health of the community. The hospital is a vital institution in our community and losing it would be devastating.
- € “Nurture” business growth. City government should do everything it can to promote the economic health of the community by working closely with businesses that wish to expand or relocate here. Be a facilitator rather than an entity that throws up road blocks to business expansion, retention, and relocation. (The city with the county economic development director as the point person is currently finalizing details that will likely bring a business incubator to Merrill).
- € City government should embrace technology (make information about city government and the community more available).

€ City government should pass more ordinances that enhance residents' quality of life. A recent example would be the "chicken ordinance" allowing residents to raise chickens and have home grown, healthier eggs.

€ City government should help foster a healthier community (e.g. support of River Bend Trail project).

€ City government should take specific actions to attract new residents and increase the tax base.

€ City government should take specific actions to help bring more family supporting jobs to Merrill. Many of these jobs can be realized by promoting industrial growth.



€ City government should help foster a greener, more eco – friendly community.

€ City government should utilize more highly sophisticated technology uses.

€ City government should help find and implement ways to attract and retain young professionals.

€ Each department needs to do a better job of communicating successes. This will help to develop pride in both the community and city government.

€ City government helps solve regional problems. Solving regional problems will help strengthen the city.

## Strategic Issue Identification

Planning group members were asked to think in terms of important, complex issues that city government will likely have to address in the coming years. They used the results of the SOAR analysis to help determine the issues.

- € Rising costs of providing public services while the city's tax base is declining or stagnate (blight issues contribute greatly to this challenge)
  - Economic development, including the creation of such amenities like the River Bend Trail, and job creation are important elements in the attempt to strengthen the tax base
  - Increasing and maintaining the optimal city population is key to increasing the tax base

- € Are there any services that we need to provide that we currently are not? Are there services that we may not be able to provide any longer or should not be offering?



- If services are to be maintained at current levels or even increased, how will that be funded? (Note: It was mentioned that successful efforts to grow the city's tax base and to maintain or increase the city's population will be key components in helping city government pay for the services people need and want.)

- € What is Merrill city government's budget philosophy?

- € How can Merrill city government help to better engage the public and

organizations in projects that will enhance quality of life? Government can no longer do anything important without the help of organizational partners and citizens.

- € How can city government facilitate partnerships with entities that are working to address regional issues? (I.e. with other governments, with nonprofit organizations, with private business, etc.)

- € How can city government help foster a cultural change within Merrill where its citizens are more trusting of one another, their city government, and have more hope for and faith in the future?
  - Perhaps some of this can be done by promoting the positive things that are already happening in the city.
- € City government workforce recruitment and retention. (How can we offer competitive compensation? What other incentives can be offered to hire and keep high quality employees?)
- € Develop Route 51 corridor and County G areas. Foster dialogue with townships in order to get this done. Consider developing northward up County K. Prioritize development by choosing areas that have the best potential return on investment (best bank for the buck.)
- € Finding ways to maintain and improve the city's aging infrastructure. Where/how can the funds be acquired? - This may also be tied to tax base issues. - Break down components of this in order to prioritize what is most needed. (Some infrastructural projects are being mandated by the state. These and others based strictly on deterioration issues are time sensitive). Decide which of these projects can be "piggybacked" (e.g. upgrade sewer system and then fix the roads in that area, etc.)
- € Eliminate blight.
- € Dealing with increased, more pervasive drug use in and around the city.
- € Strengthening fire prevention. This could help reduce blight and benefit economic development.
- € Our aging population.

## Strategic Issue Prioritization

Participants were asked to next begin thinking about which issues already mentioned are the most important for city government to address in the coming years. They were asked to do so also based on the following:

- a. What is urgent and important? (What is the difference between urgency and importance?)
- b. What is not urgent and important? (Issues that city government has time to plan how to address)
- c. Can progress toward addressing the strategic issue be measured? (How can progress that is made be communicated to city government internal stakeholders and the public?)

After discussion and a voting process, planning stakeholders chose the strategic issue priorities below. The issues were put into question format to better facilitate action planning processes (i.e. create an action plan that will help answer the questions).

- ***How can Merrill city government help grow the city's tax base?***
- ***Are there any services that we need to provide that we currently are not? Are there services that we may not be able to provide any longer or should not be offering?***
- ***What is Merrill city government's budget philosophy?***
- ***How does city government create and implement strategic economic development (and redevelopment)?***

The strategic issues chosen primarily have to do with focusing city government resources on promoting economic development and redevelopment that makes the most sense. Most of the issues are tied together by this common thread. It was mentioned during the last strategic planning session that the city may want to consider developing a new comprehensive plan based on this strategic plan framework.

Other issues that were considered were:

- “What can city government do to maintain and improve the city’s aging infrastructure?”
- “How can city government facilitate partnerships with entities that are working to address regional issues?”
- “How can city government better inform and educate internal and external stakeholders in the most transparent way possible about the positive things it is facilitating, some of the challenges it is facing, and how it functions?”

It was agreed that all these “other” issues will be addressed at some level, but will not be areas where city government focuses most of its efforts in the coming years.



## Strategic Plan Framework

Because these strategic issues are so intertwined, a few strategies and action steps are repeated throughout the framework. Taking steps to fulfill a particular strategy may help further another.

### Strategic Issue #1: **How can Merrill city government help grow the city's tax base?**

The planning group identified the following principles upon which strategies for this issue were developed.

- € Make it easier for people to start or expand a business within the city. Too often, city government regulations are obstacles to business development. City officials/employees need to do a better job of helping potential and current business owners find options that will still allow them to comply with regulations while helping them establish or expand their enterprises. We need to say “yes” much more often than “no.” We need to become more business friendly.
- € Find ways to promote job creation and diversity. For this and the principle above, the planning group decided that it will be important to maintain city funding for Lincoln County Economic Development Corporation.
- € Redevelop dilapidated housing sections especially in downtown areas and develop new housing where it makes the most sense. Nearly 65% of the city's total equalized value is derived from residential property (2012 Wisconsin Department of Revenue). Great strides are currently being made to improve the overall quality of the city housing stock, but much more must be done to ensure that homes for sale are quickly sold and houses throughout every ward are well maintained. Planning group members agreed that it is now time to once again approach the county to request that it tighten up its foreclosure process (stick to three rather than five year + timeline).
- € Economic development. When we tear down the old, make certain that we replace it with something better (not possible normally with residential development). Becoming even more aggressive on eliminating blight will be key to good economic development. Prioritizing projects based on their potential for a solid return on investment will also be vital.

- € Attract young families to the area by creating jobs and improving the city's "quality of life" amenities. It was acknowledged that attracting young families will also serve to slow population decline (between 2000 and 2010, the city's population declined nearly 5%). In theory, attracting young families will also help slow aging population trends and reverse current population projections.

### Suggested Metrics

- *Grow the city's tax base by 20% during the five year strategic plan implementation period. (Achieve an annual increase of 3-5%). (Measure by comparing the previous year's figure with the current year's figure; report on actions taken and results; if actions not taken then why.)*
- *Increase the number of jobs in the city by at least 10% (about 500 jobs) by the end of the plan implementation period, with half offering a "family supporting" wage.<sup>1</sup> (Communicate specific actions that city government performed to help create those positions.)*

### Responsible Parties

The following three entities were identified as being the primary lead parties responsible for spearheading actions

- City Redevelopment Authority (in collaboration with the mayor and city administrator)
- Lincoln County Economic Development Corporation
- Common Council (as primary decision making authority)

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<sup>1</sup> According to the MIT Living Wage Calculator (<http://livingwage.mit.edu/counties/55069>), the minimum adequate living hourly wage for a family of four in Lincoln County is \$17.61, or approximately \$36,600 per year. According to the American Community Survey (U.S. Census Bureau), there were 4,600 people employed in the city in 2012 (2008-2012 estimates).

The entities listed below are seen more as partners in implementing processes.

- Redevelopment Resource Team
- Economic development consultants
- Merrill Area Development Corporation
- Merrill Area Chamber of Commerce
- Centergy and whenever possible Grow North
- Private developers

(Note: Efforts to increase the tax base in general will be ongoing.)

Strategies	Action Steps	Timeline
a. City government takes more of an active role in marketing the city	<ul style="list-style-type: none"> <li>• Promote the city and city government by the latter telling stories about existing services, the local educational system, and quality of life amenities (frequently update the city website; partner with the chamber when possible; partner with community entities when possible; use various media to tell the story)</li> <li>• Designate staff to help coordinate and carry out these marketing efforts (could be all department heads, etc.)</li> </ul>	Have promotional tools in place and begin using them in earnest by no later than the end of 2014
b. Increase developable land by exploring and implementing annexation agreements when feasible	<ul style="list-style-type: none"> <li>• Determine which properties outside city limits have the most potential for economic development and then take measures to implement the projects</li> <li>• Continually assess those economic development projects that have the greatest potential to grow the tax base – e.g. return on investment (TIF will continue to be an important tool; see below and strategic issue #4)</li> </ul>	Look for opportunities throughout the plan implementation process and beyond (have ongoing talks with property owners)

Strategies	Action Steps	Timeline
	<ul style="list-style-type: none"> <li>• Plan and implement infrastructure projects first (i.e. after citizens' immediate needs are met) that have the potential to help grow tax base because there is an accompanying business/company building on that site<sup>2</sup></li> <li>• Seek out and work with appropriate project developers</li> <li>• Apply for grants, etc. (to help supplement economic development projects, whether in annexed areas or not)</li> </ul>	
<p>c. Work with/make it easier for existing businesses and corporations to expand their operations (if city government regulations prevent them from doing something, city government must help them find another way to reach their goals that still follows regulations)</p>	<ul style="list-style-type: none"> <li>• Review existing business ordinances and regulations to determine how restrictive or enabling they are</li> <li>• When possible modify those ordinances or regulations that are not "user friendly"</li> <li>• Create new ordinances or regulations that without violating laws make it easier for businesses to expand or locate in the city</li> <li>• Involve existing industry and business owners to better capitalize on their contacts (attract new businesses, etc.)</li> </ul>	<p>Begin as soon as the plan is formally approved</p> <p>(Note: A review of these provisions took place a few years ago and some recent improvements have been made. However, group members agreed that it is time to conduct another thorough assessment.)</p>
<p>d. Seek to partner more often with Merrill Area Development Corporation (MADC) on economic development projects that will help strengthen the city's tax base</p> <p>(Note: Several group members indicated that the MADC</p>	<ul style="list-style-type: none"> <li>• City government continues to build strong relationships with MADC board members and leaders</li> <li>• Continue to support and work closely with Lincoln County Economic Development Corporation (under new director; closely</li> </ul>	<p>Ongoing/when opportunities arise</p>

<sup>2</sup> Current criteria for prioritizing infrastructure projects are: 1. Broken/need; 2. Impact if any on tax levy (need to borrow); 3. Is economic development project dependent on need to upgrade infrastructure; 4. What are the developer's plans?; 5. What is the ROI?

Strategies	Action Steps	Timeline
<p>Board should attempt to better define that organization's mission, including how it relates to working with city government. There was some indication that the planning group believes that part of MADC's mission is and should be to do what the city cannot.)</p>	<p>linked to MADC)</p> <ul style="list-style-type: none"> <li>• Work with the Redevelopment Authority, MADC and other entities to explore development of vacant , underdeveloped, or undeveloped parcels within city limits (as of July 2014, there were three or four parcels that could be targeted)</li> </ul>	
<p>e. Strengthen the relationship with existing railroad business development entities (often related to more regional economic development initiatives)</p>	<ul style="list-style-type: none"> <li>• Learn even more about what the railroads have to offer and how the City of Merrill and them can collaborate</li> <li>• Redevelopment Resources make the appropriate contacts when it is desirable and feasible for city government to work with railroads on a regional or local project</li> <li>• Redevelopment Resources along with city leaders, primarily the mayor and city administrator, negotiate services when applicable</li> </ul>	<p>Ongoing, but show that measures have been taken to complete the action steps during the first year of plan implementation (by the summer/fall of 2015)</p>
<p>f. Reduce blighted residential property by 25% based on current (July 2014) numbers</p> <p>(Note: It was mentioned that Merrill is currently at the forefront of resolving these cases. This strategy is included because the city wants to make sure it continues these efforts and better ascertain the impact of such activities on the overall economic and aesthetic health of the community.)</p>	<ul style="list-style-type: none"> <li>• City government takes the lead with other partners such as the chamber to promote Merrill as a family friendly city</li> <li>• Apply for grants, etc. (to help supplement residential property projects)</li> <li>• Continue to apply for (and hopefully receive) CDBG grants for income eligible home owners wishing to repair homes</li> </ul>	<p>Even more systematic ways to measure how much impact is being made should be in place by the end of the first year of plan implementation (summer/fall of 2015)</p>
<p>g. Establish more Tax Incremental Financing (TIF) Development incentives</p>	<ul style="list-style-type: none"> <li>• Prioritize TIF related opportunities based on similar criteria being used to rank potential economic development and redevelopment projects</li> </ul>	<p>Focus initial efforts in second and third years of plan implementation (mid-2015 through mid-2017). Ongoing thereafter.</p>

Strategies	Action Steps	Timeline
	<ul style="list-style-type: none"> <li>• Recognize and pursue opportunities for city expansion through annexation</li> <li>• Gain a better understanding of funding sources available to help support TIF development projects</li> <li>• Work with the Redevelopment Authority, MADC and other entities to explore development of vacant , underdeveloped, or undeveloped parcels within city limits (as of July 2014, there were at least three or four parcels that could be targeted)</li> </ul>	

**Strategic Issue #2: Are there any services Merrill City Government needs to provide that it currently is not? Are there services that city government may not be able to provide any longer or should not be offering?**

The planning group stated that ongoing analysis of what kinds of services are being provided, how they are being provided, and especially at what levels they are being provided will be an important way to ensure responsible budgeting practices. Emphasis was placed on adjusting levels of service when appropriate rather than eliminating or adding services.

Suggested Metrics

- *Information about what services citizens value and what trends may affect service provision*
- *Ongoing department level analyses and periodic reporting to administration*
- *Decisions about what levels services should be offered at based on the information gathered*

- *Cost of providing services remains the same or is even a bit less throughout the plan implementation period. (If costs are rising, then revenue needs to be generated to cover those costs.)*

Responsible Parties

- City Administrator
- Department heads
- Council
- Mayor
- Department staff

Strategies	Action Steps	Timeline
a. City wide macro analysis of services department by department (include in program descriptions the outcomes that are expected to be derived) <sup>3</sup>	<ul style="list-style-type: none"> <li>• Each department annually compiles information about the level of services that is needed currently and whether that level will need to increase or can be reduced in the future</li> <li>• Analyze overall picture of service provision in the context of annual budget preparations and also using a needs first then wants approach (see strategies b. and c.)</li> <li>• Explore with other entities (government and non-government) collaborations to provide services when it makes sense</li> </ul>	Complete by the beginning of the second year of plan implementation (summer/fall 2015)

<sup>3</sup> Some elements of Performance Based Budgeting may need to be employed to ensure that the extent to which expected outcomes are achieved can be documented.

Strategies	Action Steps	Timeline
<p>b. Internal department analyses of current services, what may be needed in the future, <u>and at what levels services should be provided</u></p> <p>(Note: It was acknowledged several times during the planning process that local governments often do not have much control of what services they provide but can often make decisions about the level at which they are delivered.)</p>	<ul style="list-style-type: none"> <li>Negotiate and implement those collaborations</li> <li>Each department compiles information about the level of services that are needed currently and whether that level will need to rise or can be reduced in the future (begin by using the reports that were developed during the strategic planning process)</li> <li>Provide information about the level of services offered to the public and to city government decision makers on an annual basis as part of the regular budget development process</li> </ul>	<p>Conduct annually</p>
<p>c. Identify services that are recognized priorities indicated by the public (begin with National Citizens Survey results)</p>	<ul style="list-style-type: none"> <li>Create and implement other tools that indicate citizens' attitudes about services, what services are needed, what services are wanted, and what levels services should be provided (focus groups; surveys, etc.)</li> </ul>	<p>Conduct twice during the plan implementation period (within five years); during the summer/fall of 2015 and the winter/spring of 2018</p>

**Strategic Issue #3: What is Merrill City Government’s budget philosophy?**

Such a philosophy should be multi-tiered, meaning that it must include plans for contingency savings, borrowing provisions, prioritizing expenditures, and guidelines for carrying over funds from one year to the next, etc. The budget philosophy should be applied consistently over time. In part, a clearly stated budget philosophy may have to begin by modifying some existing city budget policies.

Suggested Metrics

- *Leveling off of debt payments from year to year<sup>4</sup>*
- *Number of inefficiencies in internal services discovered and remedied declines from year to year of plan implementation*
- *Cost of providing services remains the same or is even a bit less throughout the plan implementation period. (If costs are rising, then revenue needs to be generated to cover those costs.)*
- *Evidence that potential partners in service provision and purchasing have been contacted and that arrangements that make sense (i.e. reduce costs for the parties involved while maintaining efficiencies) are implemented*
- *Evidence of substantial increases in revenue of at least 20% as a result of city government led or arranged development projects (Note: Grow the city's tax base by 20% over the strategic plan implementation period; see strategic issue #1.)*

Responsible Parties

- Finance Director
- Department heads and Council
- Redevelopment Authority
- Administration/staff
- Council

Strategies	Action Steps	Timeline
a. Level debt structure so that debt payments are relatively equal from year to year (makes budget projections	<ul style="list-style-type: none"> <li>▪ Continue to obtain bond counseling to help structure debt more equitably over time</li> <li>▪ Develop comprehensive plan for near and</li> </ul>	Complete the action steps under strategy a. by the end of 2014

<sup>4</sup> In 2014, debt service payments are estimated to be about 11.9% of total expenditures. In 2013, it was about 5.3%. In 2012, it was about 6.9%.

Strategies	Action Steps	Timeline
<p>easier)</p> <p>(Note: During the final planning session, there was discussion about the way library expansion debt had been structured back in 2001 and how that has made it more difficult to restructure debt payments over the years.)</p>	<p>long-term capital/infrastructure needs</p> <ul style="list-style-type: none"> <li>▪ Create a more systematic process for city government to judge specifically how annexed land will be developed or re-developed and how much additional revenue may be derived from the new activity (cost/benefit as to whether it will be worth it in the long run to do the project)</li> </ul>	
<p>b. Maintain as many services at the highest level possible that the budget allows</p>	<ul style="list-style-type: none"> <li>▪ Determine and eliminate if present any inefficiencies in the way services are provided</li> <li>▪ Explore providing services in partnership with other entities (other governments, nonprofit organizations, etc.)</li> <li>▪ Negotiate and implement collaborative or partner service provision arrangements when and where it makes sense</li> <li>▪ Develop carry over options for unspent dollars from one fiscal year to the next at the department level</li> </ul>	<p>Begin immediately; review annually/ongoing</p>
<p>c. Increase revenue through annexations when feasible</p>	<ul style="list-style-type: none"> <li>• Determine which properties outside city limits have the most potential for economic development and then take measures to implement the projects</li> <li>• Continually assess those economic development projects that have the greatest potential to grow the tax base – e.g. return on investment (TIF will continue to be an important tool; see strategic issue #4)</li> <li>• Plan and implement infrastructure projects</li> </ul>	<p>Ongoing; when opportunities are created or present themselves</p>

Strategies	Action Steps	Timeline
	<p>first (i.e. after citizens' immediate needs are met) that have the potential to help grow tax base because there is an accompanying business/company building on that site</p> <ul style="list-style-type: none"> <li>• Work with MADC and other entities to explore development of vacant , underdeveloped, or undeveloped parcels within city limits (as of July 2014, there were at least three or four parcels that could be targeted)</li> <li>• Apply for grants, etc. (to help supplement economic development projects)</li> </ul>	
<p>d. Seek to consolidate internal services and purchases when feasible (attempt to centralize at least some of the services that maintain city government itself). Possible examples include lawn mowing, purchases of supplies, etc.</p>	<ul style="list-style-type: none"> <li>▪ Ongoing evaluation of internal workflows to determine if steps of getting things done can be consolidated without losing the ability to provide services well and keeping existing staff (change workflows if that is the case)</li> <li>▪ Implement bulk purchasing options across various departments when feasible</li> <li>▪ Contact other entities to ask how they might be able to partner with city government on bulk purchases</li> </ul>	<p>Begin a more systematic exploration of potential options in early 2015. Ongoing thereafter.</p>

## **Strategic Issue #4: How does Merrill city government create and implement strategic economic development and redevelopment?**

Part of addressing this strategic issue will be creating and then ranking a list of potential projects based on a number of criteria (see strategy a. below.) The city needs to continue its work to become even more nimble when economic development opportunities that perhaps were unforeseen arise.

### Suggested Metrics

- *Growth in tax base by 20% over the five year plan implementation period. (Achieve an annual increase of 3-5%).*
- *Increase the number of jobs in the city by at least 10% (about 500 jobs) by the end of the planning period, with half offering a “family supporting” wage*

### Responsible Parties

The following three entities were identified as being the primary lead parties responsible for spearheading actions.

- City Redevelopment Authority (in collaboration with the mayor and city administrator)
- Lincoln County Economic Development Corporation
- Common Council (as primary decision making authority)

The entities listed below are seen more as partners in implementing processes

- Redevelopment Resource Team
- Economic development consultants
- Merrill Area Development Corporation
- Merrill Area Chamber of Commerce

- Centergy and whenever possible Grow North
- Private developers

Strategies	Action Steps	Timeline
<p>a. Continue to prioritize possible projects based on potential ROI (tax base increase), need for additional or repaired infrastructure and ability to pay for that (will developer pay?), ability to afford/finance the development project aside from infrastructure expenses, the likelihood of finding a developer, and potential for spin off economic development or redevelopment</p>	<ul style="list-style-type: none"> <li>• Create and use a rating sheet that allows for a systematic cost/benefit analysis of potential economic development and redevelopment projects</li> <li>• Build relationships with local developers and find more ways to help them become more qualified to take on local development and redevelopment projects</li> </ul>	<p>Ongoing: Looking for and implementing economic development and re-development opportunities never ends</p>
<p>e. Engage in more active promotion of the city and its potential (to attract developers, jobs and residents)</p>	<ul style="list-style-type: none"> <li>• Continue to upgrade and maintain the city website (promotion of city)</li> <li>• Identify who specifically will engage in the promotional work</li> <li>• Seek opportunities to collaborate with other entities (e.g. Merrill Area Development Corporation, Lincoln County Development Corporation) on promotions that have the potential of attracting businesses and developers to the city</li> <li>• Create and implement a list of additional promotional actions that the city is or is not currently undertaking (determine capacity to take on that additional work)</li> <li>• Establish and implement a schedule of <u>regular</u></li> </ul>	<p>Begin by the winter of 2015. Ongoing thereafter.</p>

Strategies	Action Steps	Timeline
	<p>public relations activities (e.g. radio appearance every two weeks; newspaper article every two weeks)</p>	
<p>f. City government should develop its own “advertising” about what it is doing to attract economic development and improve quality of life</p>	<ul style="list-style-type: none"> <li>• Research and implement when it makes sense ways other cities are going about doing this (best practices)</li> <li>• Ask local stakeholders experienced in advertising how city government can and should play a more active role in developing promotional materials for this purpose</li> <li>• Develop and install at least two attractive welcome signs, one coming off of Highway 51/39 and the other to be determined based on traffic counts</li> <li>• City government becomes a more active organizer and sponsor (with partners) of events or activities that showcase Merrill (work even more closely with media to promote the events, etc.)</li> </ul>	<p>First year of plan implementation. Ongoing.</p>
<p>g. Establish more Tax Incremental Financing (TIF) Development incentives</p>	<ul style="list-style-type: none"> <li>• Prioritize TIF related opportunities based on similar criteria being used to rank potential economic development and redevelopment projects</li> <li>• Recognize and pursue opportunities for city expansion through annexation</li> <li>• Gain a better understanding through research of potential funding sources to help support TIF development projects</li> <li>• Work with the Redevelopment Authority, MADC and other entities to explore</li> </ul>	<p>Focus initial efforts in second and third years of plan implementation (mid-2015 through mid-2017). Ongoing thereafter.</p>

Strategies	Action Steps	Timeline
	development of vacant , underdeveloped, or undeveloped parcels within city limits (as of July 2014, there were at least three or four parcels that could be targeted)	

## Conclusion

Evaluation, or the documentation and communication of successes, will be an ongoing process throughout this plan’s implementation. As was discussed in the final planning session, constant reporting at the committee level and periodic updates provided at Council or Committee of the Whole meetings will be important methods used to communicate progress. The suggested metrics and benchmarks contained in the plan will help the city create effective evaluation methods. Just as important as documenting and communicating the successes stakeholders, including city residents, will want to know when something in the plan is not accomplished and why. Thus, having this plan is an opportunity for city officials to communicate even more widely and systematically what city government does, what it cannot do and why, and what it might need help doing.

As mentioned in the Executive Summary, this plan is not a panacea. However, if followed closely – but with the caveat that changes be made to it when necessary - it can become a powerful tool helping city government focus on what is truly important. As resources provided to city governments either remain unchanged or in some cases dwindle, those who work for local governments will be even more challenged to develop ways to provide the same level or even higher levels of service based on resident demand. The more tools available to help achieve that the better. Moreover, in some cases, residents may have to be told that their demands cannot be met, at least temporarily. If that is the case, a way to justify that will be to say that city government now has a plan that one day, if successfully implemented, may help provide the additional resources needed to help satisfy service demands well into the future. This plan also makes it clear that more creative thinking about how to govern and provide services is today more than ever necessary to grow communities.

The plan also complements and builds on many of the positive efforts being made by countless numbers of people helping to improve the City of Merrill, whether they work for city government, non-profit agencies, or are community volunteers. It in no way impedes, but seeks to facilitate their efforts. And that, perhaps more than any other reason, is why the public must be kept abreast of the progress made toward implementing the City of Merrill's first ever strategic plan.

# 1 4 0 9 2 6 1

6

REQUEST TO INCLUDE ITEM ON AGENDA

Board or Committee: Personnel & Finance Committee

Date of Meeting: September 2<sup>nd</sup>, 2014

Requested By: Finance Director Kathy Unertl

Describe below the item(s) you wish to have put on the agenda:  
(please attach any pertinent information)

**Consider a resolution deferring the remaining repayment of an 2004 advance from the City of Merrill's Landfill Remediation Fund by the City of Merrill's General Fund** (Follow-up from July 24<sup>th</sup>, 2014 Committee of Whole meeting)

Fiscal Note: The proposed resolution results in \$32,650 lower 2015 through 2020 tax-levy debt service.

*Kathy Unertl*

Date: 8/25/2014

0401262



**RESOLUTION NO. 1855**

**A RESOLUTION AUTHORIZING AN ADVANCE FROM THE CITY OF MERRILL'S LANDFILL REMEDIATION ACCOUNT FOR PREPAYMENT OF THE CITY OF MERRILL'S UNFUNDED PENSION LIABILITY IN JANUARY 2004**

WHEREAS, it is in the best interest of the City of Merrill to repay the Unfunded Pension Liability as discussed at various Council, Personnel & Finance Committee and Committee of the Whole meetings;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 13<sup>th</sup> day of January, 2004, that the Common Council does hereby authorize an advance from the Landfill Remediation Account for prepayment of the Unfunded Pension Liability in January 2004.

BE IT FURTHER RESOLVED, that three percent interest per year shall be paid from the City's General Fund Balance to the Landfill Remediation Account per the attached schedule.

In the City's discretion it may choose to make additional repayments and reduce the amount of interest owed for repayment of the advance from the Landfill Remediation Account.

BE IT FURTHER RESOLVED, that if there are any unanticipated Landfill Remediation Expenses due and payable from the Landfill Remediation Account through January, 2024, the City of Merrill will immediately repay this advance from the City General Fund or additional borrowing from the State of Wisconsin.

Recommended by: Personnel and Finance Committee

Moved: Alderwoman Hatz

Passed: January 13, 2004 7-0

CITY OF MERRILL, WISCONSIN

Handwritten signature of Douglas C. Williams in black ink.

Douglas C. Williams  
Mayor

Handwritten signature of William N. Heideman in black ink.

William N. Heideman  
City Clerk

**City of Merrill, WI**

Repayment of \$325,000 Advance from Landfill Remediation Account

Prepayment of Unfunded Pension Liability

**Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I
01/01/2004	-	-	-	-
01/01/2005	-	-	-	-
01/01/2006	-	-	9,750.00	9,750.00
01/01/2007	-	-	9,750.00	9,750.00
01/01/2008	-	-	9,750.00	9,750.00
01/01/2009	-	-	9,750.00	9,750.00
01/01/2010	-	-	9,750.00	9,750.00
01/01/2011	-	-	9,750.00	9,750.00
01/01/2012	-	-	9,750.00	9,750.00
01/01/2013	22,900.18	-	9,750.00	9,750.00
01/01/2014	23,587.18	3.000%	9,750.00	32,650.18
01/01/2015	24,294.80	3.000%	9,062.99	32,650.17
01/01/2016	25,023.64	3.000%	8,355.38	32,650.18
01/01/2017	25,774.35	3.000%	7,626.54	32,650.18
01/01/2018	26,547.58	3.000%	6,875.83	32,650.18
01/01/2019	27,344.01	3.000%	6,102.60	32,650.18
01/01/2020	28,164.33	3.000%	5,306.17	32,650.18
01/01/2021	29,009.26	3.000%	4,485.85	32,650.18
01/01/2022	29,879.54	3.000%	3,640.92	32,650.18
01/01/2023	30,775.93	3.000%	2,770.64	32,650.18
01/01/2024	31,699.20	3.000%	1,874.25	32,650.18
<b>Total</b>	<b>\$325,000.00</b>		<b>\$144,802.15</b>	<b>\$469,802.15</b>

**Yield Statistics**

Bond Year Dollars	
Average Life	\$4,826.74
Average Coupon	14.852 Years
	3.0000003%
Net Interest Cost (NIC)	
True Interest Cost (TIC)	3.0000003%
Bond Yield for Arbitrage Purposes	2.9778316%
All Inclusive Cost (AIC)	2.9778316%
	2.9778316%
<b>IRS Form 8038</b>	
Net Interest Cost	
Weighted Average Maturity	3.0000003%
	14.852 Years

\$325,000 Advance | SINGLE PURPOSE | 12/15/2003 | 11:21 AM



Account

Fiscal Year

Account Name

General | Balance | Budget | Budget Adjustments | History | Detail |

Grid  Graph



Year	Beginning Balance	Activity	Ending Balance	Original Budget	Adjustments	Ending Budget
2002	0.00	0.00	0.00	0.00	0.00	0.00
2003	0.00	0.00	0.00	0.00	0.00	0.00
2004	0.00	325,000.00	325,000.00	0.00	0.00	0.00
2005	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2006	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2007	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2008	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2009	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2010	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2011	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2012	325,000.00	0.00	325,000.00	0.00	0.00	0.00
2013	325,000.00	22,900.18CR	302,099.82	0.00	0.00	0.00
2014	302,099.82	32,650.17CR	269,449.65	0.00	0.00	0.00

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# # 1 4 0 9 2 6 3 City of Merrill – TIF Development Incentive Overview

## TID No. 3 (East Side)

Property Owner: Amanda and James Clark, Jr.

**Business Entity:** Clark Cup-N-Cone, LLC

Location: 2802 East Main Street

Development: Purchased property (8/22/2014), remodeling building, façade improvements, and some new food-preparation equipment. Investment projected at about \$175,000.

Adding new fast lunch items (sandwiches/etc.) and hot drink items to existing ice cream, cheese, and miniature golf. Potential future meat products.

Financing: Through Merrill Federal Savings & Loan Association

Merrill Community Development Committee approved a \$45,000 CWED loan at 3% for ten-years on 8/21/2014

Jobs: The two business owners anticipate hiring several part-time employees, as well as expanding to year-round instead of just seasonal business.

Infrastructure: N/A

Property Tax Status: Property sale closing resulted in payoff of \$8,052 in previously delinquent real estate taxes (2011 – 2013)

## TID Development Incentives:

Business/Building Owner: \$10,000 upon completion of signage/façade improvements

TID Lifespan Tax Increment:

Spreadsheet provided – projected at \$10,024

<b>City of Merrill - TID No. 3</b>					
<b>Projected Tax Increment for 2802 E. Main St.</b>					
<b>Clark Cup-N-Cone, LLC (Amanda &amp; James Clark)</b>					
<b>Projected Assessment:</b>					
	Land Valuation	Improved Valuation	Total RE Valuation		
2013	\$37,500	\$78,700	\$116,200		
2016	\$50,000	\$87,000	\$137,000		Personal Property
New Tax Increment	\$12,500	\$8,300	\$20,800		\$15,000
					Averaged - through 2025
<b>Projected Tax Increment:</b>					
Const. Year	Value Year	Revenue Year	TID Value Increment	Tax Rate	Projected Tax Increment
2014	2015	2016	\$35,800	28.00	\$1,002
2015	2016	2017	\$35,800	28.00	\$1,002
2016	2017	2018	\$35,800	28.00	\$1,002
2017	2018	2019	\$35,800	28.00	\$1,002
2018	2019	2020	\$35,800	28.00	\$1,002
2019	2020	2021	\$35,800	28.00	\$1,002
2020	2021	2022	\$35,800	28.00	\$1,002
2021	2022	2023	\$35,800	28.00	\$1,002
2022	2023	2024	\$35,800	28.00	\$1,002
2023	2024	2025	\$35,800	28.00	\$1,002
					\$10,024 Total

## City of Merrill - Merrill Municipal Airport Lease and Contract for Airport Manager and Fixed Base Operator Services

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of September, 2014, by and between the Merrill Airport Commission of the City of Merrill, State of Wisconsin, hereinafter referred to as the "Lessor", and Merrill Aviation Services Inc., a Wisconsin Corporation hereinafter referred to as the "Lessee";

The term "AGREEMENT" is used throughout this document and is defined as this Lease and Contract for Airport Manager and Fixed Base Operator Services.

WITNESSETH:

WHEREAS, Lessor owns an airport known as the Merrill Municipal Airport, (the "Airport") with the property address of N2241 Airport Road, and Lessor is desirous of leasing to Lessee certain premises located at the Airport, together with the right to use and enjoy individually and in common with others the facilities hereinafter referred to; and,

WHEREAS, Lessee desires to lease said premises and rights to do business from the Lessor. Lessee intends to engage in the aviation business which may include; the selling of aviation fuel, oil, and other lubricants; maintaining and operating aircraft servicing facilities, including but not limited to the selling of aircraft engines, accessories and parts; providing storage space for aircraft; operation of a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business;; providing pilots and aircraft for the carrying passengers and freight for hire; and to promote and create a community awareness of the airport facility.

NOW, THEREFORE, in consideration of the rents and covenants of this agreement herein contained, the parties agree as follows:

1. LEASE AGREEMENT. Lessor does hereby grant and lease unto Lessee and Lessee does hereby accept and lease from Lessor the premises at the Airport, described under Paragraph 2 - Property Description, with respect to all of which Lessee shall have the use of for the term of this lease.

2. PROPERTY DESCRIPTION. The Airport terminal/hangar building and the newly added terminal building in 2014 and access areas thereto; the Airport tie down areas; and the area set aside for the sale of aviation fuels.

The lease of the terminal portion of the terminals/hangar buildings is subject to the public's right to continue to use the same in those areas set aside for public use. In the reasonable exercise of its discretion, Lessor shall determine the areas of public use and the normal business hours, which areas and hours shall be consistent with the practice at comparable transport category airports in the North Central area of the United States and authorized by the Merrill Municipal Airport Commission.

3. **BUILDING CONSTRUCTION.** Subject to the approval of Lessor as to design, location, proof that Lessee is in a financial condition to undertake such expenditures, and that a materially acceptable lease agreement is executed by the parties, Lessee shall have the right to erect, maintain, and alter office and administration buildings, shops, hangars, radio antennae and other buildings or structures on the Airport property, provided such buildings or structures conform to the Building Code Requirements of the Wisconsin Industrial Commission, any applicable City Ordinance, and with any F.A.A. regulations now or hereafter in effect, and on the further condition that said construction does not in any way conflict with or impede the current or any future airport improvement project known to the Lessee at the time of the execution of this Agreement.

Title to any buildings erected by the Lessee shall remain with the Lessee. Subject to the approval of the Lessor, which agrees not to unreasonably withhold, Lessee shall have the right to transfer title to said buildings. Lessee shall not structurally alter any buildings owned by Lessor without the prior written consent of Lessor. Lessee shall remove any buildings so constructed by Lessee at the conclusion of this Agreement and the area restored to its original condition or ownership of the buildings shall revert to Lessor without further payment, unless agreed to by the parties hereto.

4. **TERM.** The term of this Agreement shall be for a period of five (5) years, commencing on September 15, 2014 and ending September 14, 2019, and further subject to the provisions of Paragraphs 29 and 30 [Rights After Termination and Review Process], hereinafter set forth. Lessee may terminate this Agreement at any time upon not less than six (6) months prior written notice to Lessor.

This Agreement may be extended for an additional five (5) years upon agreement of the parties, unless six (6) months written notice is given to the Lessee by the Lessor.

5. **RENEWAL.** The rent, aviation fuel flow fee, maintenance services hourly compensation, and Lessee compensation will be subject to renegotiation six (6) months prior to renewal.

6. **RENT AND USER FEES.** Lessee intends to set up a wholly-owned subsidiary named Merrill Aviation Maintenance Incorporated ("MAMI"). MAMI will lease from the City the maintenance hangar and attached offices.

(a) MAMI shall pay monthly rent to the Lessor for the use of the premises described under Paragraph 2 - Property Description commencing September 15, 2014, as follows:

- 1) Year 1 - \$100.00 per month plus utilities
- 2) Year 2 - \$200.00 per month plus utilities
- 3) Year 3 - \$400.00 per month plus utilities
- 4) Year 4 - \$500.00 per month plus utilities
- 5) Year 5 - \$600.00 per month plus utilities

If MAMI fails to pay any sums due under this agreement, Lessee agrees to be responsible for and to pay promptly all heat and utility charges incurred in the use and operation of the airport terminals and hangar buildings. Lessor warrants and guarantees that all heat

and other utilities are in proper working order and that there are no outstanding charges related to the same.

Lessee also agrees to pay to the City of Merrill, Wisconsin, a fuel flow fee of \$.07 per gallon for all aviation fuel (excluding Jet A fuel) sold at the Airport. The user charge shall be due and payable quarterly (i.e. January – March, April – June, July – September, and October – December) on or before the 20th day of the month following the end of the quarter.

The City has purchased a vehicle for the sale and dispensing of Jet A fuel. City shall be responsible for repairs to that vehicle, test equipment for the fuel, manual for the pumping system, necessary insurance, and supplying and maintaining the truck fire extinguishers.

Lessee shall perform minor maintenance on the vehicle, provide fuel to run the vehicle, maintain inventory of the product (Jet A Fuel), manage the dispensing of the fuel and provide necessary training for personnel for dispensing of the fuel and maintaining the quality of the fuel.

Lessee shall pay the City of Merrill, Wisconsin a fuel flow fee of \$.50 per gallon for all Jet A fuel sold at the Airport. The user charge shall be due and payable quarterly (i.e. January – March, April – June, July – September, and October – December) on or before the 20th day of the month following the end of the quarter.

(b) It is expressly understood between the Lessor and the Lessee that the monthly rent herein specified, together with the fuel flow fee, shall be subject to reexamination and readjustment at the end of each five (5) year period of this Agreement, provided that any readjustment of present rates shall be reasonably based upon industry standards for comparable transport category airports.

## 7. INSURANCE.

(a) Lessee agrees to deposit with the Merrill City Clerk, at the beginning of the Agreement and on or before the annual renewal date of said Agreement, "Binders" with insurance companies doing business in the State of Wisconsin, guaranteeing coverage as follows. The City of Merrill and the Merrill Airport Commission shall be named as additional insured in all said policies.

- i. A policy of comprehensive general liability insurance insuring the Lessee against loss from liability in the amount of two million (\$2,000,000.00) dollars per occurrence for personal injury or death and/or property damage in any one accident.
- ii. A Fixed-Base Operation - Hangar Keeper's single limit liability insurance policy, in an amount of at least one million (\$1,000,000.00) dollars.
- iii. An aircraft liability insurance policy insuring the Lessee against loss from liability in the amount of at least one million (\$1,000,000.00) dollars per occurrence for personal injury or death, with limits of at least one hundred thousand (\$100,000.00) dollars per passenger. This is in effect only when Lessee possesses an aircraft.
- iv. As required by the State of Wisconsin, the Lessee shall obtain and keep in effect Workers Compensation Insurance coverage.

(b) The policies referred to above may be individual policies of insurance or combined in one or more airport general liability type policies.

(c) Lessee agrees to deposit with the Merrill City Clerk at the beginning of the Agreement and on or before the annual renewal date of said Agreement, a Binder for a policy of Worker's Compensation insurance issued by an insurance company licensed to do business in the State of Wisconsin, covering the Lessee's operation under this Agreement.

(d) The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Agreement, unless another policy has been filed and approved by the City and/or its agents pursuant to this section and is in effect at the time of such cancellation or termination.

(e) Lessee agrees to provide City with advance notice of not less than thirty (30) days of cancellation, modification, or inability to obtain aforesaid coverages stated above.

8. LESSEE'S RIGHTS. Lessee shall have the right:

(a) In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying, and landing of aircraft.

(b) In common with others, to use the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of Lessee to charge visitors a reasonable tie down fee.

(c) To install, operate, maintain, repair and store, subject to approval of Lessor, which will not be unreasonably withheld, and in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of Lessee's business.

(d) Of access to and from the Airport property, limited to streets, driveways or sidewalks designated for such purposes by Lessor, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

(e) In and on the premises, of selling aviation fuels, oil, and other lubricants, maintaining and operating full aircraft servicing facilities, including but not limited to the selling of aircraft engines, accessories, and parts; and providing storage space for instruments, propellers or accessories in connection with said business. The right to conduct these activities shall apply to aircraft of other persons as well as aircraft owned by or leased to the Lessee.

(f) To provide flying instructions, to buy, lease, sell and rent aircraft, to provide pilots for operating planes for others, and to carry passengers and freight for hire, and to provide aircraft management services, subject to all appropriate laws of the Federal Government, the State of Wisconsin, City of Merrill Ordinances, and the requirements of the F.A.A., Wisconsin Department of Transportation or any other duly authorized governmental agency.

9. MAINTENANCE OF BUILDINGS. Prior to the beginning of this Agreement, the Lessor will have the City Property Inspector review the condition of City-owned buildings at the Airport to identify any repair and maintenance requirements. Lessor and Lessee will review the inspection report and Lessor will make necessary repairs at that time.

(a) At its sole expense, Lessor shall make all necessary repairs to the structural portions, including by way of enumeration without restriction, the roof, the heating, plumbing, and electrical systems of the terminal/hangar building and carry fire and extended coverage insurance thereon.

(b) Lessee will particularly make sure that the public areas of the terminal buildings are maintained in a neat, clean and attractive condition. Lessor shall have the right to regulate all activities of Lessee in the public areas.

(c) In the event of fire or any other casualty, the Lessor of any such structure soaffected shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Rent shall abate during repair or replacement of the hangar and terminal building if the same has been rendered unusable because of casualty.

10. RIGHT TO INSPECT. Lessor reserves the right to enter upon the premises at any reasonable time and upon reasonable notice to the Lessee for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this Agreement.

11. AGREEMENT TRANSFER. Lessee may not, at any time during the term hereof, assign, hypothecate, or transfer this Agreement or any interest therein, without the consent of Lessor.

Subject to the approval of Lessor, which will not be unreasonably withheld Lessee shall have the right to lease that portion of any buildings placed on the premises by Lessee which Lessee deems is not needed by Lessee in the operation of its aviation business.

12. COVENANTS. The parties hereto for themselves, their legal representatives, successors, heirs and assigns, further covenant and agree as follows:

(a) Lessee agrees to observe and obey during the term of this agreement, all laws, ordinances, rules and regulations promulgated and enforced by Lessor, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport.

(b) Lessee agrees to hold Lessor free and harmless from all loss, for any wrongful, careless or negligent act or omission on the part of Lessee, Lessee's agents, servants and employees, and from all loss and damage by reason of such acts or omissions.

(c) So long as Lessee conducts Lessee's business in a fair, reasonable and workmanlike manner consistent with industry standards, Lessee shall peaceably and quietly have and enjoy the leased premises, and all the rights and privileges herein granted.

- (d) Lessee agrees that no signs or advertising matter may be erected on the Airport property without the consent of Lessor, which consent Lessor will not unreasonably withhold.
- (e) Lessee agrees to permit Lessor to install, maintain and operate proper obstruction lights on the tops of all buildings or structures to be placed on the premises by Lessee and agrees to reimburse Lessor for the cost of such installation.
- (f) Lessor agrees, represents, and warrants that Lessor shall not enter into, negotiate or take any action which provides to another person, firm, corporation, or entity the rights and privileges granted to the Lessee herein unless the Lessee is in violation or non-compliance with the terms of this Agreement.

13. LESSEE'S OBLIGATIONS. Lessee agrees:

- (a) When sufficient demand has been generated for flight instruction, Lessee will establish a flight school with qualified flight instructors and the appropriate aircraft and related instructional equipment. The provision of such aircraft and related equipment by Lessee will be subject to the availability of viable financing for such equipment.
- (b) As part of the service maintained, Lessee agrees to sell aviation fuels, oil and other lubricants, aircraft accessories and parts on a reasonably competitive basis consistent with industry standards for comparable transport category airports.
- (c) To maintain and operate a aircraft service and repair facility for the aviation public; to provide the services of an Airframe and Power plant Mechanic, with an inspector's authorization, for said purposes. The majority of aircraft maintenance and airframe and inspection work shall be done at the Merrill facility.

On an emergency basis, or when a customer's aircraft will not fit into the present leased facilities and on other select instances as deemed necessary by the Lessee off airport aircraft maintenance, airframe inspection work or repair will be allowed by the Lessor. Said exception will not apply if either party, subject to other terms of this agreement, constructs a larger hangar facility in the future. During the above periods, except during an emergency as solely deemed by the Lessee, the facility will still be manned by an Airframe and Power Plant Mechanic to carry out the duties of the Lessee and the duties and responsibilities of the Airport Manager.

- (d) When sufficient demand has been generated for aircraft rental, Lessee will establish an aircraft-rental service with appropriate aircraft. The provision of such aircraft by Lessee will be subject to the availability of viable financing for such equipment.
- (e) Lessee agrees to maintain minimum aircraft service operations from 8:00 a.m. to 5:00 p.m. weekdays. During the summer months (defined as June, July, and August), this schedule will be from 8:00 a.m. to 7:00 p.m. weekdays. Weekend hours will be Saturday, 8:00 a.m. to 5:00 p.m. and Sundays 9:00 a.m. to 4:00 p.m.

Lessee may, at Lessee's option, close the airport hangar and the non-public areas on the terminal building to the public on five (5) U.S. holidays per year.

Lessee agrees to provide the sale of aviation fuel to aircraft users after the hours set forth herein, provided, however, these sales shall be by prior arrangement or of an emergency type and that there will be occasional times when Lessee is unable to provide such service due to illness and/or personal reasons. Lessee may at Lessee's option, charge a reasonable fee for services rendered to customers after the business hours set forth herein.

Lessee shall post a schedule indicating the hours set forth herein. Lessee will post a telephone number at the office facility of the airport indicating an after hours phone number for aviation fuel purchases. Hours provided in this paragraph may be amended upon the agreement of the parties hereto.

(f) In the event that the Lessor elects to furnish courtesy car transportation for the convenience of Airport users and provide adequate general liability and property damage insurance thereon, Lessee will coordinate use on seven days per week basis, if prior arrangements are made. Lessee will provide routine maintenance and fuel for such car and will maintain a log of users and miles driven.

(g) Lessee's Airframe and Power Plant mechanic shall be at the airport five (5) days per week from 8 a.m. to 5 p.m.

(h) Lessee shall act to create a community awareness of the airport facility. Lessee shall actively promote the airport, its services, and its facilities. Lessee understands the City's desire to foster the use and enjoyment of the airport by the community and lessee will market, and promote the airport, its' services, and facilities during the term of this contract and any extension of the same, subject to the review and/or approval of the Airport Commission.

14. FIXED BASE OPERATION. Lessee shall have the right and privilege of engaging in aviation business which may include; the buying, selling, leasing, rental and management of aircraft; the selling of gasoline, oil, and other lubricants; maintaining and operating aircraft servicing facilities, including but not limited to the selling of aircraft engines, accessories and parts; providing storage space for aircraft; operating a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business; providing flying instruction; providing pilots for the carrying passengers and freight for hire; on the premises of Merrill Municipal Airport under the terms and conditions as more fully set forth herein.

However, this Agreement shall not be construed in any manner to grant Lessee exclusive right to the use of the premises and facilities of said Airport other than those premises leased exclusively to Lessee hereunder.

Lessor intends to, with input from Lessee, establish minimum standards for a fixed based operation at the Airport, which standards shall be consistent with the obligations imposed on Lessee pursuant to this Agreement. Lessee shall abide by the terms of the fixed based operator standards as developed and said standards shall be incorporated into and made part of this Agreement.

15. AIRCRAFT SERVICE BY OWNER OR OPERATOR. It is understood by Lessee that no right or privilege has been granted which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft or with its own employees (including, but not limited to, maintenance and repair) that it may choose to perform.

16. FAIR AND NONDISCRIMINATORY SERVICES. Lessee, in the conduct of any aeronautical activity for furnishing services to the public at the Airport, shall furnish services on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service.

17. TITLE VI, CIVIL RIGHTS ASSURANCES. The Lessee for it, it's representatives, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, religion, sex, age, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of all Airport facilities; (2) in the construction and maintenance of any improvements on, over, or under such land and the furnishing of services thereon or therein, no person on the grounds of race, color, religion, sex, age, marital status, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; (3) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21; Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964; and as said Regulations may be amended. In the event of Lessee's breach of any of the above discriminatory covenants, the Lessor shall have the right to terminate this Agreement and all of the Lessee's rights, duties and responsibilities with respect thereto, and the right to reenter and repossess said land and the facilities thereon and hold same as if said Agreement had never been made or issued.

18. AFFIRMATIVE ACTION. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, sex, age, marital status, or national origin, shall be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered sub organizations, if any, provide Assurances to the Lessor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

19. TAXES. Lessee shall pay all taxes or assessments that may be levied against the personal property of Lessee or the buildings which it may erect on lands leased exclusively to it under Paragraph 2 – Property Description of this Agreement.

20. MAINTENANCE. Lessee shall not be compensated for minor airport maintenance and repairs, but shall consult with the Airport Commission to make a determination as to any compensation for all other maintenance services set forth herein. The decision of the Airport Commission will be final in such determinations.

On an urgent or emergency basis any member of the Merrill Airport Commission can make such a decision. For the purposes of this contract such an individual decision will be interpreted as being made by the Airport Commission at large.

21. MAINTENANCE SERVICES. Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants and facilities on the Airport.

General greens keeping in and around the airport, grass/lawn mowing and brush cutting to FAA and DOT specifications, and snow removal at the Airport, in a prompt and timely fashion, will be the responsibility of Lessee. Lessee will be compensated for these services on a reasonable and timely basis, as approved by Lessor. The rate for operating City equipment will be paid monthly by the City, upon receipt of invoice from Lessee. Compensation will be \$18.00 per hour at this time.

Lessor will review the condition of City-owned equipment at the Airport to identify any repair and maintenance requirements. Lessor and Lessee will review the inspection report and Lessor will make necessary repairs. Lessor will maintain property insurance on the City equipment whether owned or leased.

22. AIRPORT DEVELOPMENT. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. If the physical development of the Airport requires the relocation of Lessee, Lessor agrees to provide a comparable location and agrees to provide similar facilities for Lessee at no cost to Lessee. Lessor shall maintain and keep in repair the landing area of the Airport and all public facilities of the Airport.

23. EMERGENCY AIRPORT USE. During time of war or national emergency, Lessor shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and, if such lease is executed, the provisions of this Agreement, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

24. AIRPORT CLOSINGS. During any period when the airport shall be closed by any lawful authority restricting the use of the airport in such a manner as to interfere with the use of same by Lessee for its' business operation, the rent shall abate and the period of such closure shall be added to the term of this Agreement so as to extend and postpone the expiration thereof.

25. OBSTRUCTIONS. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Federal Aviation Administration, would limit the usefulness of the Airport or constitute a hazard to aircraft. Lessee shall, upon approval by Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Federal Aviation Administration, Great Lakes Regional Office, Attention AGL-530, 2300 E. Devon Ave., Des Plaines, Illinois, 60018, one executed set (four copies) of FAA Form 7460-1, "Notice of Proposed Construction or Alteration", as required by Federal Aviation Regulation Part 77. This notice must be submitted at least thirty days prior to the date of the proposed construction/alteration or the date that an application for a construction permit is filed, whichever is earlier.

26. SUBORDINATION PROVISION. This Agreement shall be subordinate to the provision of any existing or future agreement between Lessor and the United States and/or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal and/or State of Wisconsin funds for the development of the Airport. Furthermore, this Agreement, upon reasonable notice to Lessee, may be amended to include provisions required by those agreements with the United States or the State of Wisconsin. Lessee will have the right to inspect any existing and future agreements. Further, the Lessee will be copied on notices and correspondence related to airport improvement projects.

27. FINANCIAL DISCLOSURE. Lessee shall furnish such evidence as may be reasonably requested by Lessor to show that Lessee is financially capable of providing the services and facilities set forth in this Agreement. Such disclosure shall at a minimum include a financial statement and federal income tax returns filed by the Lessee. The financial information will be reviewed by the Finance Director annually by May 15<sup>th</sup>. There shall be no further disclosure of this financial information unless there is documentation of the Lessee's financial inability to provide the services and facilities set forth in this Agreement.

28. DEFAULT. The Merrill Airport Commission shall provide Lessee with a written notice if Lessee is not fulfilling the terms of this Agreement. Such written notice shall contain specific statement or statements of such failure to fulfill the terms of this Agreement and specific actions felt necessary by the Merrill Airport Commission to correct such non-fulfillment of the terms of this Agreement. If Lessee fails to comply with such notice by the Commission within thirty (30) days, then another notice will be delivered to the Lessee in which the Lessee shall have an additional thirty (30) days to respond to. If appropriate action as delineated in such written notification is not taken with the second (30) day period, the Merrill Airport Commission will send certified mail a third notice notifying the Lessee that the Lessee has thirty (30) days to remedy or vacate the Merrill Airport, removing all of Lessee's personal property from the airport at that time. At the end of the third thirty (30) day period, this Agreement between the Lessee and the Merrill Airport Commission will be at an end and considered terminated.

29. RIGHTS AFTER TERMINATION. In the event of termination for default set forth under Paragraph 28 [Default] by the Lessee, the Lessor shall have the right at once and without further notice to the Lessee, or surety if any, to enter and take possession of the premises occupied by the Lessee, by force or otherwise, and expel, oust and remove any and all parties who may occupy any portion of the premises covered by this Agreement, and any and all goods and chattels belonging to the Lessee and/or its associates which may be found in or upon the Airport, without being liable for prosecution of any claim for damages therefore.

Upon such termination by Lessor, all rights, powers and privileges of Lessee shall cease, and the Lessee shall immediately vacate any and all space occupied by Lessee under this Agreement, and shall make no claim of any kind whatsoever against the Lessor, its agents or representatives, by reason of such termination, or any act incident thereto.

In the event that the termination for any cause which is determined by the Lessor is beyond the control and without the fault or negligence of the Lessee, payment to the Lessor hereunder shall immediately cease, and Lessee shall be entitled to have moneys which have been prepaid or advanced to the Lessor predicated on occupancy of the premises to the end of the period, if any, refunded to the Lessee by the Lessor.

The Lessee shall, in addition to other rights provided for by law, be permitted to remove the Lessee's operating facilities, merchandise, and etc., in a manner and at a time agreed upon by the parties hereto.

30. REVIEW PROCESS. This contract shall have a review period of six (6) months, which will commence, with the signing of the contract by the Lessee. Lessee will participate in a formal review process conducted by the Airport Commission at the first Commission meeting following the anniversary of the first six months. During the review period, the written notice provisions of this contract as outlined in Paragraph 28 [Default] will be binding upon all parties.

31. ARBITRATION. Any controversy or claim arising out of this Agreement or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, or provisions of Wisconsin Statutes Chapter 788. Judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

32. AIRPORT MANAGEMENT DUTIES AND RESPONSIBILITIES. Lessee agrees to assume responsibility for the management of the Airport. In carrying out its' duties and responsibilities, the Lessee shall:

- (a) Conduct or provide for daily inspections of all airport physical properties, including runways, taxiways, lighting systems, buildings, navigational equipment, automobile parking areas, and access roads; personally make or direct others to make routine repairs, replacements and improvements in a timely and efficient manner; requisition from the Lessor or purchase at the Lessor's expense replacement equipment and supplies of a minor nature required in daily operation and maintenance to the extent that a particular purchase does not exceed \$500.00; recommend the purchase of new equipment and other expenditures exceeding \$500.00; keep a complete and accurate record of all maintenance work performed on the Airport and make such reports to the Lessor at such time and in such form as may be reasonably requested by the Lessor;
- (b) In Conjunction with Merrill Airport Commission, determine current and potential program needs and present plans to fill these needs; make recommendations for current and future development of aviation facilities; coordinate all development and improvement with the appropriate local, state and federal agencies, engineers, architects and other professionals, aviation organizations and public interest groups;
- (c) Recommend to the Lessor ordinances and regulations relating to the safe and efficient operation of the Airport, and governing the use of the Airport, including the leasing of floor space, parking, hangars and other property; and assure compliance with all ordinances and regulations concerning the Airport, including but not limited to an airport users guide and an emergency response plan;
- (d) Serve as a liaison between the Lessor and the hangar lessees and the Merrill Airport Commission, relative to the preparation, negotiation, rates and charges and terms of leases and agreements and follow up on rent collection on behalf of Lessor when the same becomes due;
- (e) Develop and maintain effective liaison with the traveling and general public, commercial and general aviation interests, agencies having control over, or interest in,

certain Airport activities, tenants and their employees, and all entities with an interest in the Airport;

- (f) Establish appropriate Airport accounts, prepare periodic and special operations and financial reports, including annual budget requests for the Lessor;
- (g) Coordinate and/or direct the operating, maintenance, security, fire protection, safety and maintenance personnel or contractors on the Airport property, including, but not limited to the airport terminal, hangars, T-hangars, runways and taxiways, airport residence and all Airport property and areas with avigation rights;
- (h) Coordinate and direct the timely and efficient snow plowing and snow removal operations;
- (i) Notify the Federal Aviation Administration Flight Service Station promptly of all conditions affecting the safe use of the Airport through NOTAMS;
- (j) Participate in conferences and meetings of aeronautical and civic organizations for the promotion of aviation activity in the community; give talks on airport progress and service; coordinate the plans for and assure that safe operating procedures are followed for air shows, demonstrations and exhibitions at the Airport;
- (k) Perform such other duties with respect to the management of the Airport as are ordinarily the obligation of the manager operating a comparable transport category airport in the North Central area of the United States;
- (l) Lessee or employee of lessee agrees to reside in the Airport Residence with Lessor understanding that the resident of the Airport Residence may change during the term of this Agreement;

Parties agree to inspect the property to formulate a list of necessary repairs prior to move in.

Both Lessor and Lessee acknowledge and agree that Lessee or employee's extended presence at the Airport by living at the Airport residence permits Lessee to more effectively accomplish Lessee's duties under the Agreement; more specifically to:

- i. Assure availability for telephone/radio calls and operations.
  - ii. Serve as a resident watchperson to prevent vandalism or unauthorized use of the airport property, which causes damage and/or unsafe conditions. Lessee or employee shall be available as required to respond to emergencies at the airport as they arise.
  - iii. Will be available for the operation and proper supervision of the airport facility.
- (m) Promptly pay all bills for utilities consumed at the Airport residence, including but not limited to telephone, gas, electric, and heat.

(n) Monitor the proper and safe operations of the Airport.

(o) Lessor shall, at its sole cost and expense, maintain at all times adequate fire and extended coverage on the Airport residence; pay any and all real estate taxes and special assessments from time to time levied on the Airport residence; and pay all costs of maintenance and repair of the structural portions, the roof, and the heating and plumbing and electrical systems of the Airport residence.

(p) Lessee compensation will be:

Year 1	\$60,000.00	\$5,000.00 Monthly	\$2,500.00 Twice Monthly
Year 2	\$61,800.00	\$5,150.00 Monthly	\$2,575.00 Twice Monthly
Year 3	\$63,650.00	\$5,304.17 Monthly	\$2,652.09 Twice Monthly
Year 4	\$65,550.00	\$5,462.50 Monthly	\$2,731.25 Twice Monthly
Year 5	\$67,500.00	\$5,625.00 Monthly	\$2,812.50 Twice Monthly

There shall be twice monthly payments made on or about the 15<sup>th</sup> and 30<sup>th</sup> day of the month during the term of this Agreement. Should the City of Merrill have a wage freeze in any particular year, the freeze will also affect and put a hold on the Lessee's wages for that year. The Lessee wages will then continue on from the last years wages paid when wage increases do occur.

33. ASSIGNMENT. The Lessee shall not assign or delegate any of Lessee's duties or responsibilities under this Agreement without the prior written approval of the Lessor; provided, however, that nothing herein shall be construed to prohibit the Lessee, at Lessee's expense, from hiring additional personnel to assist in carrying out the obligations under this Agreement.

34. DELIVERY AND NOTICES. Delivery of documents and written notices to a party shall be effective only when accomplished in any of the following ways:

1. By depositing the document or written notice, postage or fees prepaid in the U.S. Mail or a commercial delivery system addressed to the:

LESSOR      City of Merrill  
                  Attn: City Clerk  
                  1004 E. First St.  
                  Merrill, WI. 54452

AND            City of Merrill  
                  Attn: Finance Director  
                  1004 E. First Street  
                  Merrill, WI 54452

LESSEE        Merrill Aviation Services, Inc.  
                  Attn:

AND Merrill Municipal Airport  
David Koch  
N2241 Airport Road  
Merrill, WI 54452

2. By giving the document or written notice personally to the party.

35. MISCELLANEOUS PROVISIONS.

- (a) Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this default under this Agreement be deemed a waiver of any subsequent default or defaults of the same time. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party.
- (b) Amendment/Modification. This Agreement may be amended or modified only by a written amendment approved and executed by the parties hereto.
- (c) Entire Agreement. This written Agreement, and written amendments, and any referenced attachments hereto, shall constitute the entire Agreement between the parties hereto.
- (d) Time. Time is of the essence as to dates and deadlines contained in this Agreement. Provided, however, in any instance where the performance of an act is required within a specified time or by a specified date, strict compliance within the specified time shall be extended if the delay or inability to perform is caused by civil disasters or acts of God. It being the intent of this provision that in the event of the occurrence of any such enforced delay, the time or times or performance of any obligations of the party shall be extended for the period of the enforced delay as determined by the other party, provided that the party seeking the benefit of the enforced delay shall have first notified the other party thereof and the cause or causes requested an extension of the period of the enforced delay.
- (e) Severability. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision and the rights of the parties will be constructed as if the part, term or provision was never part of this Agreement.
- (f) Immunity. Nothing contained in this Agreement constitutes a waiver of the Lessor's sovereign immunity under applicable law.
- (g) Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors and assigns.

- (h) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
  
- (i) Effective Date. This Agreement shall be effective on \_\_\_\_\_ .

IN WITNESS WHEREOF, the parties have executed this Agreement on the date given below.

**CITY OF MERRILL**

\_\_\_\_\_  
Dated

BY: \_\_\_\_\_  
William R. Bialecki, Mayor

\_\_\_\_\_  
Dated

BY: \_\_\_\_\_  
William Heideman, City Clerk

**CITY OF MERRILL – AIRPORT COMMISSION**

\_\_\_\_\_  
Dated

BY: \_\_\_\_\_  
Gary Schwartz, Chairman

**MERRILL AVIATION SERVICES INC.**  
A Wisconsin Corporation

\_\_\_\_\_  
Dated

\_\_\_\_\_  
David Koch, President