



CITY OF MERRILL
COMMON COUNCIL
AGENDA • TUESDAY MARCH 8, 2016

Regular Meeting

City Hall Council Chambers

7:00 PM

1. Call to Order
2. Invocation by Pastor Andy Perry, Bible Presbyterian Church
3. Pledge of Allegiance
4. Roll Call
5. Public Comment Period
6. Minutes of previous Common Council meeting(s):
 1. Minutes of February 9, 2016 meeting
7. Revenue & Expense Report(s):
 1. Revenue and Expense Report for period ending February 29, 2016
8. Communications and Petitions:
 1. A petition related to Charter Ordinance 2015-C1, related to replacing the elected Street Commissioner with an appointed Street Superintendent. The petition demands that the Charter Ordinance be submitted to a vote of the electors of the City of Merrill (277 signatures submitted, 263 verified).
9. Board of Public Works:
 1. Project related to sidewalk inspection pursuant to the City sidewalk inspection policy. Sidewalk maintenance area is generally confined to the Third District, west of Pier Street and South of East Third Street.
 2. Project related to reconstruction of Blaine Street from East Fifth Street, north to dead end.
 3. Project related to the reconstruction of East Sixth Street from Blaine Street to North Mill Street.
 4. Project related to the reconstruction of Hendricks Street from East Sixth Street to East Eighth Street.
 5. Project related to the reconstruction of East Eighth Street from Pier Street to Hendricks Street.
10. Health and Safety Committee:
 1. Consider application from CAP Operations, Gail Closser, Agent, for a Class "A" (beer) and a "Class A" (liquor) license for Holiday #71, 702 N. Center Avenue, effective March 15, 2106. The Health and Safety Committee recommends approval.
 2. Consider application from CAP Operations, Mary J. Hofele, Agent, for a Class "A" (beer) license for Holiday #49, 1312 W. Main Street, effective March 15, 2016. The Health and Safety Committee recommends approval.

3. Consider application from the Merrill Historical Society, 100 East Third Street, for a temporary Class "B" license to sell fermented malt beverages and wine at 100 East Third Street on Saturday, April 30, 2016, as part of the 2016 History Hunt. The Health and Safety Committee recommends approval.
11. Placing Committee Reports on File:
 1. Consider placing the following committee reports on file: Board of Canvass, Board of Public Works, City Plan Commission, Committee of the Whole, Health and Safety Committee, Housing Authority, Library Board, Personnel and Finance Committee, Transit Commission, Water and Sewage Disposal Committee and Zoning Board of Appeals.
12. Ordinances:
 1. Ordinance Repealing Chapter 2, Article VI, Section 2-151 to eliminate the Parking Commission. The Health and Safety Committee recommends approval.
 2. An Ordinance amending Chapter 36, Article VII, Section 36-314, related to airport traffic regulations. The Airport Commission recommends approval.
13. Resolutions:
 1. A Resolution approving acquisition and approving the land cleanup and reuse negotiated agreement to facilitate the development of land at 201 South Prospect Street, by the City of Merrill. Mayor Bialecki is bringing this resolution directly to the Common Council.
 2. A Resolution authorizing a Development Agreement by and between the City of Merrill and Alamsa, LLC (Kindhearted Home Care).
14. Mayor's Communications
15. Adjournment

William N. Heideman, CMC, WCMC
City Clerk

The Merrill City Hall is accessible to the physically disadvantaged. If special accommodations are needed, please contact the Merrill City Hall at (715) 536-5594.



CITY OF MERRILL
COMMON COUNCIL
MINUTES • TUESDAY FEBRUARY 9, 2016

Regular Meeting**City Hall Council Chambers****7:00 PM****1. Call to Order**

Mayor Bialecki called the meeting to order at 7:00 P.M.

Attendee Name	Title	Status	Arrived
Chris Malm	Aldersperson - First District	Excused	
Pete Lokemoen	Aldersperson - Second District	Present	
Ryan Schwartzman	Aldersperson - Third District	Present	
Kandy Peterson	Aldersperson - Fourth District	Present	
John Burgener	Aldersperson - Fifth District & President	Present	
Dave Sukow	Aldersperson - Sixth District	Present	
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
Bill Bialecki	Mayor	Present	

Also in attendance: Public Works Director/City Engineer Rod Akey, Police Lieutenant Matt Drabek, Interim Street Superintendent Roger Drewek, Fire Captain Mike Drury, Transit Director Rich Grenfell, City Attorney Tom Hayden, City Administrator Dave Johnson, Building Inspector/Zoning Administrator Darin Pagel, Library Director Stacy Stevens, Finance Director Kathy Unertl, Park and Recreation Director Dan Wendorf and City Clerk Bill Heideman.

2. Invocation by Pastor Paul Hohman, New Testament Church
3. Pledge of Allegiance
4. Roll Call
5. Public Comment Period

There was no public comment.

6. Minutes of previous Common Council meeting(s):

1. Minutes of January 12, 2016 meeting and January 20, 2016 meeting.

Motion (Burgener/Sukow) to approve.

RESULT:	APPROVED
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7. Revenue & Expense Reports(s):

1. Revenue and Expense Reports for periods ending December 31, 2015 & January 31, 2016

Motion (Burgener/Sukow) to place on file.

RESULT: PLACED ON FILE

8. Communications and Petitions:

None.

9. General agenda items:

1. Employee Years of Service Recognition:

Faith E. Martinson, 15 years (Library)

City Clerk Heideman read a certificate of recognition for Faith E. Martinson.

10. Committee of the Whole:

1. Consider recommendation(s) from February 9, 2016 Committee of the Whole meeting regarding a proposal from Kindhearted Home Care, LLC for a development previously planned for 900 East First Street to relocate to 120 South Mill Street (former Lincoln House site) and related matters.

At their meeting on February 9th, 2016, the Committee of the Whole recommended approving the proposal. If the proposal is approved, a development agreement would be drafted. That agreement would be subject to Common Council approval.

Motion (Meehean/Burgener) to approve.

RESULT: APPROVED

11. Health & Safety Committee:

1. Consider applications from St. Francis Xavier Catholic Church for seven temporary Class "B" (picnic) licenses to sell fermented beverages during fish fries in Bellarmine Hall at St. Francis Xavier Catholic Church, 1708 East Tenth Street, on the following dates in 2016: February 12th, February 19th, February 26th, March 4th, March 11th, March 18th and March 25th. Alderman Norton is bringing these applications directly to the Common Council.

Motion (Norton/Peterson) to approve.

RESULT: APPROVED

12. Redevelopment Authority:

1. Consider purchase of Lot 4 of Certified Survey Map No. 2467 for \$200,000 to facilitate 1501 Highway 107 apartment development. The Redevelopment Authority recommends approving the purchase.

Motion (Schwartzman/Burgener) to approve.

RESULT:	APPROVED BY ROLL CALL VOTE [5 TO 2]
AYES:	Schwartzman, Peterson, Burgener, Sukow, Meehean
NAYS:	Lokemoen, Norton
EXCUSED:	Malm

13. Committee Reports:

1. Consider placing the following committee reports on file: Airport Commission, Committee of the Whole/City Plan Commission/Redevelopment Authority (joint meeting), Community Development Committee, Housing Authority, Library Board, Merrill Enrichment Center Committee, Parks & Recreation Commission, Redevelopment Authority and Water & Sewage Disposal Committee.

Motion (Sukow/Schwartzman) to place on file.

RESULT:	PLACED ON FILE
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14. Ordinances:

None.

15. Resolutions:

1. A Resolution authorizing a Development Agreement by and between the City of Merrill, Wisconsin and Nicolet/Premier's LLC (Resolution #2445). The Redevelopment Authority recommends approving the resolution.

WHEREAS, the Common Council of the City of Merrill created Tax Increment District (TID) No. 5 on August 27, 2007; and,

WHEREAS, Nicolet/Premier's LLC proposes acquisition of about five acres of land at 1501 Highway 107, for construction of three apartments buildings with attached garages, which is located within TID No. 5; and,

WHEREAS, the City of Merrill finds that the proposed redevelopment and the fulfillment of the items and conditions of the attached Agreement are in the vital and best interest of the City of Merrill, Redevelopment Authority and City residents and serves a public purpose in accordance with State law; and,

WHEREAS, the City and Nicolet/Premier's LLC have negotiated the development agreement to provide an incentive payment not to exceed \$500,000 to facilitate the development;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 9th day of February, 2016, that the Mayor and City Clerk are authorized to sign the development agreement by and between the City of Merrill and Nicolet/Premier's LLC and to facilitate the implementation thereof.

Motion (Schwartzman/Burgener) to approve.

RESULT: APPROVED

2. A Preliminary Resolution of intent to exercise special assessment powers by police power under Section 66.0703 of the Wisconsin State Statutes (Resolution #2446). Mayor Bialecki is bringing this resolution directly to the Common Council.

Without objection, City Attorney Hayden read the resolution by synopsis only.

RESOLVED, by the Common Council of the City of Merrill, Wisconsin:

- A. The Common Council hereby declares its intention to exercise its power under Section 66.0703 Wisconsin Statutes, to levy special assessments under the police power upon all properties abutting the following improvements in the City of Merrill, Wisconsin:
1. Sidewalk inspection pursuant to sidewalk inspection program. Sidewalk maintenance area is generally confined to the Third District, west of Pier Street and south of East Third Street involving:
 - a) Isolated sidewalk repairs requested or needed.
 - b) Driveway approaches requested or needed.
 - c) Curb and gutter requested or needed.
 - d) New sidewalk extensions as requested and/or approved by Board of Public Works.
 2. Reconstruction of Blaine Street from East 5th Street north to the dead end involving:
 - a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sanitary lift station.
 - c) Replacement of existing sewer and water laterals.
 - d) Replacement and upgrade of existing storm sewers.
 - e) Curb and Gutter and pavement replacement.
 - f) Limited sidewalk replacement associated with utility replacements.
 3. Reconstruction of East Sixth Street from Blaine Street to North Mill Street involving:
 - a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sewer and water laterals.
 - c) Replacement and upgrade of existing storm sewers.
 - d) Curb and Gutter and pavement replacement.
 - e) Limited sidewalk replacement associated with utility replacements.

4. Reconstruction of Hendricks Street from East Sixth Street to East Eighth Street involving:
 - a) Replacement and upgrade of existing storm sewers.
 - b) Curb and Gutter and pavement replacement.
5. Reconstruction of East Eighth Street from Pier Street to Hendricks Street involving:
 - a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sewer and water laterals.
 - c) Replacement and upgrade of existing storm sewers.
 - d) Curb and gutter installation and pavement replacement.
 - e) Limited sidewalk replacement associated with utility replacements.
- B. Said public improvements shall include, where appropriate:
 1. The grading of said street.
 2. The surfacing of said street with asphalt.
 3. The installation of curb and gutter on said street.
 4. The installation, removal or replacement of sidewalk, driveway and curb and gutter on said street.
 5. The installation of water main and water laterals on said street.
 6. The installation of sanitary sewer and sewer laterals on said street.
 7. The installation of storm sewer on said street.
 8. All improvements shall be completed to plans and specifications prepared or approved by the Public Works Director and recorded in the office of the Public Works Director/City Engineer.
- C. The Common Council determines that the above improvements constitute an exercise of the police power and the amount assessed each parcel abutting on the street shall be on a reasonable basis as approved by the Common Council and which rates are in effect at the time of installation in accordance with special assessment procedures set forth in provisions of Chapter 18, Article III, Division 3 of the Code of Ordinances, City of Merrill, Wisconsin.
- D. The assessments against any parcels of land may be paid in cash not later than November 1 of the year such improvements are made, or in installments as provided by Chapter 18, Article III, Division 3 of the Code of Ordinances, City of Merrill, Wisconsin. Rate of interest on installment payments shall be as set by Common Council action.
- E. The City Public Works Director/City Engineer or City Building Inspector shall,

with respect to the items mentioned at paragraph A above, prepare a report consisting of:

1. Preliminary or final plans and specifications with maps of the improvements.
 2. An estimate of the entire cost of the proposed work or improvements.
 3. A schedule of the proposed assessments as to each parcel of property affected.
 4. A statement that the properties against which the assessments are proposed are benefited and that the improvements constitute an exercise of the police power.
- F. The City Public Works Director/City Engineer or City Building Inspector shall complete and file such reports in the City Clerk's office for public inspection no later than February 3, 2016.

The Board of Public Works of the City of Merrill shall hold a public hearing on Wednesday, February 24, 2016 at 6:00 p.m. The hearing shall be held in the Council Chambers in the City Hall, Merrill, Wisconsin, on the improvements mentioned in paragraph A above. The City Clerk shall cause a notice of said hearing to be published once as a Class I notice no later than February 12, 2016. The City Clerk shall mail a copy of the notice to all interested persons at least ten (10) days before the date of the hearing.

Motion (Schwartzman/Meehean) to approve.

RESULT:	APPROVED
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3. A Resolution honoring Michael J. Hamann for his long-term service to the City of Merrill (Resolution #2447).

WHEREAS, Michael J. Hamann has served the City of Merrill Police Department for over 32 years, from November 28, 1983 to January 14, 2016; and,

WHEREAS, these years of service have been marked by dedication to the best interests of our community, and the safety and well-being of our employees and citizens; and

WHEREAS, Michael J. Hamann has earned the admiration and respect of his fellow employees by the way in which he has carried out his duties; and

WHEREAS, Michael J. Hamann's skills and experience will be missed at the City of Merrill Police Department;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 9th day of February, 2016, that the Common Council, and the people of Merrill officially acknowledge with deep appreciation the dedicated and faithful service Michael J. Hamann has given the City of Merrill Police Department and commends him for those 32 years of

service; and

BE IT FURTHER RESOLVED, that we hereby commend the meritorious and dedicated service of Michael J. Hamann, congratulate him upon the occasion of his retirement from the City of Merrill Police Department, and extend our warmest wishes for his enjoyment of continued prosperity in the years that lie ahead.

Motion (Common Council/Common Council) to approve.

RESULT: APPROVED

16. Mayor's Communications

Mayor Bialecki reminded everyone of the Spring Primary election on Tuesday, February 16th.

Mayor Bialecki extended congratulations and best wishes to Diane Goetsch and to her business, Kindhearted Home Care.

17. Adjournment

Motion (Burgener/Schwartzman) to adjourn. Carried. Adjourned at 7:13 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 February 15th, 2016.

William N. Heideman, CMC, WCMC
City Clerk

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CITY OF MERRILL

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					

Non-Departmental					
Taxes (or Utility Rev.)	4,287,664.00	1,208,563.97	3,477,075.48	81.09	610,588.52
Intergovernmental	4,008,970.00	18,754.32	168,829.45	4.21	3,840,140.55
Licenses and Permits	41,271.00	1,758.36	3,768.36	9.13	37,502.64
Fines, Forfeits, & Pen.	122,000.00	25,699.01	37,350.40	30.62	84,649.60
Public Charges-Services	6,625.00	774.33	1,073.40	16.20	5,551.60
Miscellaneous Revenues	95,425.00	6,399.15	22,880.43	23.98	72,544.57
TOTAL Non-Departmental	8,561,955.00	1,261,949.14	3,710,977.52	43.34	4,850,977.48
Municipal Court					
Intergov Charges (Misc.)	5,725.00	375.00	375.00	6.55	5,350.00
TOTAL Municipal Court	5,725.00	375.00	375.00	6.55	5,350.00
City Attorney					
Intergov Charges (Misc.)	8,500.00	0.00	0.00	0.00	8,500.00
Miscellaneous Revenues	9,753.00	0.00	0.00	0.00	9,753.00
TOTAL City Attorney	18,253.00	0.00	0.00	0.00	18,253.00
Mayor					
Miscellaneous Revenues	1,722.00	0.00	0.00	0.00	1,722.00
TOTAL Mayor	1,722.00	0.00	0.00	0.00	1,722.00
City Administrator					
Miscellaneous Revenues	20,819.00	0.00	0.00	0.00	20,819.00
TOTAL City Administrator	20,819.00	0.00	0.00	0.00	20,819.00
City Clerk					
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
Clerk/Treasurer Staff					
Miscellaneous Revenues	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL Clerk/Treasurer Staff	2,500.00	0.00	0.00	0.00	2,500.00
Elections - AVERAGED					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL Elections - AVERAGED	0.00	0.00	0.00	0.00	0.00
Treasurer/Finance Dir.					
Miscellaneous Revenues	18,886.00	0.00	0.00	0.00	18,886.00
TOTAL Treasurer/Finance Dir.	18,886.00	0.00	0.00	0.00	18,886.00

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CITY OF MERRILL

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

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	0.00	0.00	0.00
TOTAL City Hall Maintenance	0.00	0.00	0.00	0.00	0.00
<u>Over-Collected Taxes</u>					
Miscellaneous Revenues	250.00	0.00	0.00	0.00	250.00
TOTAL Over-Collected Taxes	250.00	0.00	0.00	0.00	250.00
<u>Police</u>					
Intergovernmental	19,000.00	0.00	0.00	0.00	19,000.00
Public Charges-Services	13,500.00	1,083.73	2,485.02	18.41	11,014.98
Intergov Charges (Misc.)	8,000.00	0.00	9,495.20	118.69	(1,495.20)
Miscellaneous Revenues	250.00	482.95	514.95	205.98	(264.95)
TOTAL Police	40,750.00	1,566.68	12,495.17	30.66	28,254.83
<u>Traffic Control</u>					
Miscellaneous Revenues	0.00	361.14	361.14	0.00	(361.14)
TOTAL Traffic Control	0.00	361.14	361.14	0.00	(361.14)
<u>Fire Protection</u>					
Public Charges-Services	7,050.00	670.00	940.00	13.33	6,110.00
Intergov Charges (Misc.)	209,100.00	0.00	104,550.00	50.00	104,550.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Fire Protection	216,150.00	670.00	105,490.00	48.80	110,660.00
<u>Ambulance/EMS</u>					
Intergovernmental	1,003,500.00	91,801.67	91,801.67	9.15	911,698.33
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Ambulance/EMS	1,003,500.00	91,801.67	91,801.67	9.15	911,698.33
<u>Bldg. Inspection/Zoning</u>					
Licenses and Permits	25,000.00	800.00	1,515.00	6.06	23,485.00
Miscellaneous Revenues	18,640.00	0.00	0.00	0.00	18,640.00
TOTAL Bldg. Inspection/Zoning	43,640.00	800.00	1,515.00	3.47	42,125.00
<u>Public Works/Engineer</u>					
Miscellaneous Revenues	12,000.00	0.00	0.00	0.00	12,000.00
TOTAL Public Works/Engineer	12,000.00	0.00	0.00	0.00	12,000.00
<u>Operations Support (M&E)</u>					
Intergovernmental	315,000.00	16,511.05	28,341.53	9.00	286,658.47
TOTAL Operations Support (M&E)	315,000.00	16,511.05	28,341.53	9.00	286,658.47
<u>Roads</u>					
Intergovernmental	17,500.00	446.85	446.85	2.55	17,053.15
Public Charges-Services	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL Roads	20,000.00	446.85	446.85	2.23	19,553.15

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CITY OF MERRILL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2016

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10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Snow and Ice</u>					
Public Charges-Services	10,100.00	300.00	1,246.02	12.34	8,853.98
TOTAL Snow and Ice	10,100.00	300.00	1,246.02	12.34	8,853.98
<u>Stormwater Maintenance</u>					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL Stormwater Maintenance	0.00	0.00	0.00	0.00	0.00
<u>Street Painting-Marking</u>					
Intergovernmental	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL Street Painting-Marking	2,500.00	0.00	0.00	0.00	2,500.00
<u>Street Lighting</u>					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Street Lighting	0.00	0.00	0.00	0.00	0.00
<u>Stormwater Plan/Const.</u>					
Licenses and Permits	750.00	0.00	0.00	0.00	750.00
TOTAL Stormwater Plan/Const.	750.00	0.00	0.00	0.00	750.00
<u>Airport</u>					
Public Charges-Services	40,000.00	1,019.37	10,655.85	26.64	29,344.15
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Airport	40,000.00	1,019.37	10,655.85	26.64	29,344.15
<u>Aviation Fuel</u>					
Public Charges-Services	0.00	1,561.84	2,615.86	0.00	(2,615.86)
TOTAL Aviation Fuel	0.00	1,561.84	2,615.86	0.00	(2,615.86)
<u>Transit</u>					
Specials (Utility Rev.)	242,500.00	0.00	0.00	0.00	242,500.00
Intergovernmental	100,000.00	0.00	0.00	0.00	100,000.00
Public Charges-Services	148,000.00	12,851.00	17,816.50	12.04	130,183.50
Miscellaneous Revenues	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL Transit	510,500.00	12,851.00	17,816.50	3.49	492,683.50
<u>Garbage Collection</u>					
Miscellaneous Revenues	4,500.00	392.00	922.00	20.49	3,578.00
TOTAL Garbage Collection	4,500.00	392.00	922.00	20.49	3,578.00
<u>Recycling</u>					
Intergovernmental	30,000.00	0.00	0.00	0.00	30,000.00
Miscellaneous Revenues	15,000.00	321.06	857.71	5.72	14,142.29
TOTAL Recycling	45,000.00	321.06	857.71	1.91	44,142.29

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CITY OF MERRILL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2016

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10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Weed & Nuisance Control</u>					
Public Charges-Services	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL Weed & Nuisance Control	5,000.00	0.00	0.00	0.00	5,000.00
<u>MACEC - Enrichment</u>					
Public Charges-Services	2,459.00	0.00	0.00	0.00	2,459.00
TOTAL MACEC - Enrichment	2,459.00	0.00	0.00	0.00	2,459.00
<u>Library</u>					
Intergovernmental	437,720.00	0.00	0.00	0.00	437,720.00
Public Charges-Services	18,500.00	1,707.88	2,074.83	15.54	15,625.17
Miscellaneous Revenues	0.00	225.00	225.00	0.00	(225.00)
TOTAL Library	456,220.00	1,932.88	3,099.83	0.68	453,120.17
<u>Parks</u>					
Public Charges-Services	14,750.00	1,107.79	3,178.52	21.55	11,571.48
Miscellaneous Revenues	1,250.00	250.00	375.00	30.00	875.00
TOTAL Parks	16,000.00	1,357.79	3,553.52	22.21	12,446.48
<u>River Bend Trail</u>					
Taxes (or Utility Rev.)	8,038.00	2,759.08	4,259.08	52.99	3,778.92
Miscellaneous Revenues	0.00	0.00	846.00	0.00	(846.00)
TOTAL River Bend Trail	8,038.00	2,759.08	5,105.08	63.51	2,932.92
<u>Lion's Park Lights</u>					
Miscellaneous Revenues	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL Lion's Park Lights	1,500.00	0.00	0.00	0.00	1,500.00
<u>Recreation Programs</u>					
Public Charges-Services	76,200.00	0.00	500.00	0.66	75,700.00
TOTAL Recreation Programs	76,200.00	0.00	500.00	0.66	75,700.00
<u>CATV - MP3</u>					
Licenses and Permits	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL CATV - MP3	5,000.00	0.00	0.00	0.00	5,000.00
<u>MARC - Smith Center</u>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Public Charges-Services	87,400.00	3,024.08	6,059.08	6.93	81,340.92
TOTAL MARC - Smith Center	87,400.00	3,024.08	6,059.08	6.93	81,340.92
<u>Aquatic Center</u>					
Public Charges-Services	25,000.00	30.00	280.00	1.12	24,720.00
Miscellaneous Revenues	50,500.00	0.00	0.00	0.00	50,500.00
TOTAL Aquatic Center	75,500.00	30.00	280.00	0.37	75,220.00
TOTAL REVENUE	11,627,817.00	1,400,030.63	4,004,515.33	34.44	7,623,301.67

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CITY OF MERRILL

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
EXPENDITURES					
<u>Common Council</u>					
Personnel Services	34,100.00	2,261.45	4,666.89	13.69	29,433.11
Contractual Services	6,931.00	0.00	0.00	0.00	6,931.00
Supplies & Expenses	<u>12,024.00</u>	<u>592.14</u>	<u>2,540.99</u>	<u>21.13</u>	<u>9,483.01</u>
TOTAL Common Council	53,055.00	2,853.59	7,207.88	13.59	45,847.12
<u>Municipal Court</u>					
Personnel Services	75,593.00	5,875.53	11,751.06	15.55	63,841.94
Contractual Services	1,735.00	0.00	0.00	0.00	1,735.00
Supplies & Expenses	6,500.00	111.99	151.99	2.34	6,348.01
Technology	<u>5,500.00</u>	<u>0.00</u>	<u>4,784.00</u>	<u>86.98</u>	<u>716.00</u>
TOTAL Municipal Court	89,328.00	5,987.52	16,687.05	18.68	72,640.95
<u>City Attorney</u>					
Personnel Services	195,481.00	15,036.09	30,072.17	15.38	165,408.83
Contractual Services	3,950.00	300.00	300.00	7.59	3,650.00
Supplies & Expenses	<u>8,450.00</u>	<u>54.74</u>	<u>54.74</u>	<u>0.65</u>	<u>8,395.26</u>
TOTAL City Attorney	207,881.00	15,390.83	30,426.91	14.64	177,454.09
<u>Mayor</u>					
Personnel Services	13,780.00	1,043.40	2,086.80	15.14	11,693.20
Supplies & Expenses	<u>2,275.00</u>	<u>18.64</u>	<u>26.44</u>	<u>1.16</u>	<u>2,248.56</u>
TOTAL Mayor	16,055.00	1,062.04	2,113.24	13.16	13,941.76
<u>City Administrator</u>					
Personnel Services	104,094.00	7,880.02	15,760.04	15.14	88,333.96
Contractual Services	650.00	56.53	113.06	17.39	536.94
Supplies & Expenses	<u>1,300.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,300.00</u>
TOTAL City Administrator	106,044.00	7,936.55	15,873.10	14.97	90,170.90
<u>Personnel - HR</u>					
Contractual Services	6,000.00	275.05	575.10	9.59	5,424.90
Supplies & Expenses	<u>250.00</u>	<u>449.99</u>	<u>512.33</u>	<u>204.93</u>	<u>(262.33)</u>
TOTAL Personnel - HR	6,250.00	725.04	1,087.43	17.40	5,162.57
<u>City Clerk</u>					
Personnel Services	73,025.00	5,618.03	11,236.06	15.39	61,788.94
Supplies & Expenses	5,100.00	975.42	1,009.92	19.80	4,090.08
Technology	<u>0.00</u>	<u>0.00</u>	<u>450.00</u>	<u>0.00</u>	<u>(450.00)</u>
TOTAL City Clerk	78,125.00	6,593.45	12,695.98	16.25	65,429.02

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CITY OF MERRILL

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Clerk/Treasurer Staff</u>					
Personnel Services	146,020.00	17,241.20	33,073.41	22.65	112,946.59
Supplies & Expenses	<u>1,135.00</u>	<u>369.62</u>	<u>500.54</u>	<u>44.10</u>	<u>634.46</u>
TOTAL Clerk/Treasurer Staff	147,155.00	17,610.82	33,573.95	22.82	113,581.05
<u>Elections - AVERAGED</u>					
Personnel Services	24,950.00	5,864.38	5,864.38	23.50	19,085.62
Contractual Services	12,000.00	0.00	0.00	0.00	12,000.00
Supplies & Expenses	<u>1,550.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,550.00</u>
TOTAL Elections - AVERAGED	38,500.00	5,864.38	5,864.38	15.23	32,635.62
<u>Treasurer/Finance Dir.</u>					
Personnel Services	94,418.00	7,116.90	14,238.74	15.08	80,179.26
Contractual Services	3,500.00	134.03	280.63	8.02	3,219.37
Supplies & Expenses	25,400.00	6,209.56	7,249.07	28.54	18,150.93
Technology	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Treasurer/Finance Dir.	123,318.00	13,460.49	21,768.44	17.65	101,549.56
<u>Information Technology</u>					
Personnel Services	81,884.00	7,958.15	15,737.97	19.22	66,146.03
Technology	<u>117,616.00</u>	<u>19,069.88</u>	<u>47,020.47</u>	<u>39.98</u>	<u>70,595.53</u>
TOTAL Information Technology	199,500.00	27,028.03	62,758.44	31.46	136,741.56
<u>Assessment of Property</u>					
Contractual Services	26,900.00	0.00	0.00	0.00	26,900.00
Supplies & Expenses	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL Assessment of Property	27,000.00	0.00	0.00	0.00	27,000.00
<u>Independent Auditing</u>					
Contractual Services	<u>15,000.00</u>	<u>2,946.94</u>	<u>2,946.94</u>	<u>19.65</u>	<u>12,053.06</u>
TOTAL Independent Auditing	15,000.00	2,946.94	2,946.94	19.65	12,053.06
<u>City Hall Maintenance</u>					
Personnel Services	76,627.00	5,160.76	10,514.48	13.72	66,112.52
Contractual Services	66,500.00	8,227.01	15,671.53	23.57	50,828.47
Supplies & Expenses	14,000.00	1,273.73	1,603.67	11.45	12,396.33
Capital Outlay	<u>9,100.00</u>	<u>1,578.50</u>	<u>1,677.82</u>	<u>18.44</u>	<u>7,422.18</u>
TOTAL City Hall Maintenance	166,227.00	16,240.00	29,467.50	17.73	136,759.50
<u>Former Fire Station</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Former Fire Station	0.00	0.00	0.00	0.00	0.00

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Over-Collected Taxes</u>					
Supplies & Expenses	900.00	0.00	0.00	0.00	900.00
TOTAL Over-Collected Taxes	900.00	0.00	0.00	0.00	900.00
<u>Insurance/Employee</u>					
Personnel Services	15,000.00	0.00	0.00	0.00	15,000.00
Fixed Charges	303,000.00	126,348.00	200,935.28	66.32	102,064.72
TOTAL Insurance/Employee	318,000.00	126,348.00	200,935.28	63.19	117,064.72
<u>Police</u>					
Personnel Services	2,209,003.00	161,468.05	342,742.59	15.52	1,866,260.41
Contractual Services	53,900.00	2,598.18	6,006.87	11.14	47,893.13
Supplies & Expenses	62,100.00	3,631.36	6,415.47	10.33	55,684.53
Capital Outlay	11,000.00	2,691.10	2,691.10	24.46	8,308.90
Technology	13,000.00	(82.72)	10,431.09	80.24	2,568.91
TOTAL Police	2,349,003.00	170,305.97	368,287.12	15.68	1,980,715.88
<u>Traffic Control</u>					
Personnel Services	7,556.00	1,102.92	1,153.68	15.27	6,402.32
Supplies & Expenses	18,587.00	573.94	1,114.72	6.00	17,472.28
TOTAL Traffic Control	26,143.00	1,676.86	2,268.40	8.68	23,874.60
<u>Fire Protection</u>					
Personnel Services	1,352,552.00	91,220.40	196,336.09	14.52	1,156,215.91
Contractual Services	29,300.00	4,590.39	6,602.92	22.54	22,697.08
Supplies & Expenses	58,500.00	5,814.30	6,225.70	10.64	52,274.30
Capital Outlay	0.00	0.00	0.00	0.00	0.00
Technology	5,000.00	749.55	1,519.87	30.40	3,480.13
TOTAL Fire Protection	1,445,352.00	102,374.64	210,684.58	14.58	1,234,667.42
<u>Fire Protection-Hydrants</u>					
Contractual Services	114,540.00	0.00	28,635.00	25.00	85,905.00
TOTAL Fire Protection-Hydrants	114,540.00	0.00	28,635.00	25.00	85,905.00
<u>Ambulance/EMS</u>					
Personnel Services	893,432.00	61,534.84	144,654.13	16.19	748,777.87
Contractual Services	28,250.00	5,949.27	7,961.83	28.18	20,288.17
Supplies & Expenses	78,818.00	13,800.81	19,700.32	24.99	59,117.68
Capital Outlay	0.00	0.00	0.00	0.00	0.00
Technology	3,000.00	749.55	1,519.86	50.66	1,480.14
TOTAL Ambulance/EMS	1,003,500.00	82,034.47	173,836.14	17.32	829,663.86
<u>Bldg. Inspection/Zoning</u>					
Personnel Services	99,360.00	7,261.07	14,510.81	14.60	84,849.19
Contractual Services	1,900.00	59.60	88.50	4.66	1,811.50
Supplies & Expenses	5,100.00	418.90	1,091.83	21.41	4,008.17
TOTAL Bldg. Inspection/Zoning	106,360.00	7,739.57	15,691.14	14.75	90,668.86

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>City Sealer</u>					
Contractual Services	4,800.00	0.00	0.00	0.00	4,800.00
TOTAL City Sealer	4,800.00	0.00	0.00	0.00	4,800.00
<u>Public Works/Engineer</u>					
Personnel Services	42,000.00	4,850.07	7,613.72	18.13	34,386.28
Contractual Services	5,000.00	0.00	0.00	0.00	5,000.00
Supplies & Expenses	1,750.00	137.06	167.06	9.55	1,582.94
Capital Outlay	0.00	1,597.46	1,597.46	0.00	(1,597.46)
Technology	1,250.00	0.00	0.00	0.00	1,250.00
TOTAL Public Works/Engineer	50,000.00	6,584.59	9,378.24	18.76	40,621.76
<u>Street Commissioner</u>					
Personnel Services	0.00	0.00	4,681.22	0.00	(4,681.22)
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL Street Commissioner	0.00	0.00	4,681.22	0.00	(4,681.22)
<u>Street Superintendent</u>					
Personnel Services	98,683.00	0.00	0.00	0.00	98,683.00
Supplies & Expenses	1,500.00	354.60	354.60	23.64	1,145.40
TOTAL Street Superintendent	100,183.00	354.60	354.60	0.35	99,828.40
<u>Garage Maintenance</u>					
Personnel Services	297.00	0.00	680.70	229.19	(383.70)
Contractual Services	42,000.00	4,088.63	7,392.68	17.60	34,607.32
Supplies & Expenses	11,000.00	454.78	828.78	7.53	10,171.22
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL Garage Maintenance	53,297.00	4,543.41	8,902.16	16.70	44,394.84
<u>Operations Support (M&E)</u>					
Personnel Services	209,468.00	19,327.08	44,570.85	21.28	164,897.15
Contractual Services	3,000.00	2,988.00	2,988.00	99.60	12.00
Supplies & Expenses	356,550.00	12,235.71	24,427.79	6.85	332,122.21
TOTAL Operations Support (M&E)	569,018.00	34,550.79	71,986.64	12.65	497,031.36
<u>Roads</u>					
Personnel Services	209,691.00	15,352.22	22,075.06	10.53	187,615.94
Supplies & Expenses	100,750.00	715.94	1,162.31	1.15	99,587.69
TOTAL Roads	310,441.00	16,068.16	23,237.37	7.49	287,203.63
<u>Street Cleaning</u>					
Personnel Services	50,770.00	0.00	0.00	0.00	50,770.00
Supplies & Expenses	1,500.00	0.00	0.00	0.00	1,500.00
TOTAL Street Cleaning	52,270.00	0.00	0.00	0.00	52,270.00

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Snow and Ice</u>					
Personnel Services	199,520.00	24,596.26	42,808.09	21.46	156,711.91
Contractual Services	1,500.00	135.00	135.00	9.00	1,365.00
Supplies & Expenses	<u>59,000.00</u>	<u>11,424.58</u>	<u>11,424.58</u>	<u>19.36</u>	<u>47,575.42</u>
TOTAL Snow and Ice	260,020.00	36,155.84	54,367.67	20.91	205,652.33
<u>Stormwater Maintenance</u>					
Personnel Services	24,156.00	1,058.54	1,836.86	7.60	22,319.14
Contractual Services	2,500.00	0.00	0.00	0.00	2,500.00
Supplies & Expenses	<u>15,000.00</u>	<u>202.96</u>	<u>202.96</u>	<u>1.35</u>	<u>14,797.04</u>
TOTAL Stormwater Maintenance	41,656.00	1,261.50	2,039.82	4.90	39,616.18
<u>Street Painting-Marking</u>					
Personnel Services	14,374.00	0.00	0.00	0.00	14,374.00
Supplies & Expenses	<u>12,100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,100.00</u>
TOTAL Street Painting-Marking	26,474.00	0.00	0.00	0.00	26,474.00
<u>Street Leave Expenses</u>					
Personnel Services	<u>71,023.00</u>	<u>3,292.27</u>	<u>10,005.61</u>	<u>14.09</u>	<u>61,017.39</u>
TOTAL Street Leave Expenses	71,023.00	3,292.27	10,005.61	14.09	61,017.39
<u>Street Lighting</u>					
Contractual Services	177,500.00	13,897.10	15,825.26	8.92	161,674.74
Capital Outlay	<u>2,500.00</u>	<u>305.10</u>	<u>305.10</u>	<u>12.20</u>	<u>2,194.90</u>
TOTAL Street Lighting	180,000.00	14,202.20	16,130.36	8.96	163,869.64
<u>Stormwater Plan/Const.</u>					
Contractual Services	7,250.00	1,500.00	1,500.00	20.69	5,750.00
Supplies & Expenses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Stormwater Plan/Const.	7,250.00	1,500.00	1,500.00	20.69	5,750.00
<u>Airport</u>					
Personnel Services	625.00	41.31	84.69	13.55	540.31
Contractual Services	123,665.00	18,042.20	33,607.90	27.18	90,057.10
Supplies & Expenses	30,960.00	1,444.10	2,544.74	8.22	28,415.26
Special Services	<u>4,500.00</u>	<u>373.46</u>	<u>403.17</u>	<u>8.96</u>	<u>4,096.83</u>
TOTAL Airport	159,750.00	19,901.07	36,640.50	22.94	123,109.50
<u>Aviation Fuel</u>					
Special Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL Aviation Fuel	0.00	0.00	0.00	0.00	0.00
<u>Transit</u>					
Personnel Services	415,672.00	29,948.48	59,385.58	14.29	356,286.42
Contractual Services	4,500.00	541.49	911.49	20.26	3,588.51
Supplies & Expenses	155,425.00	6,292.96	10,285.81	6.62	145,139.19
Fixed Charges	27,500.00	6,272.48	17,679.48	64.29	9,820.52
Technology	<u>1,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>

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CITY OF MERRILL

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Garbage Collection</u>					
Personnel Services	137,027.00	9,827.77	23,330.09	17.03	113,696.91
Supplies & Expenses	97,000.00	6,926.09	6,926.09	7.14	90,073.91
Capital Outlay	<u>32,000.00</u>	<u>1,193.81</u>	<u>2,468.99</u>	<u>7.72</u>	<u>29,531.01</u>
TOTAL Garbage Collection	266,027.00	17,947.67	32,725.17	12.30	233,301.83
<u>Recycling</u>					
Personnel Services	141,610.00	10,539.62	20,863.73	14.73	120,746.27
Supplies & Expenses	<u>56,350.00</u>	<u>4,120.08</u>	<u>8,386.68</u>	<u>14.88</u>	<u>47,963.32</u>
TOTAL Recycling	197,960.00	14,659.70	29,250.41	14.78	168,709.59
<u>Weed & Nuisance Control</u>					
Personnel Services	11,766.00	0.00	0.00	0.00	11,766.00
Supplies & Expenses	<u>250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>
TOTAL Weed & Nuisance Control	12,016.00	0.00	0.00	0.00	12,016.00
<u>Health Officer</u>					
Personnel Services	3,660.00	0.00	0.00	0.00	3,660.00
Supplies & Expenses	<u>100.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL Health Officer	3,760.00	0.00	0.00	0.00	3,760.00
<u>MACEC - Enrichment</u>					
Personnel Services	98,122.00	7,499.24	14,452.72	14.73	83,669.28
Contractual Services	100.00	0.00	0.00	0.00	100.00
Supplies & Expenses	<u>4,625.00</u>	<u>0.00</u>	<u>174.00</u>	<u>3.76</u>	<u>4,451.00</u>
TOTAL MACEC - Enrichment	102,847.00	7,499.24	14,626.72	14.22	88,220.28
<u>Library</u>					
Personnel Services	721,195.00	53,019.22	109,512.82	15.18	611,682.18
Contractual Services	57,628.00	3,692.05	4,862.02	8.44	52,765.98
Supplies & Expenses	50,490.00	6,556.97	9,912.81	19.63	40,577.19
Fixed Charges	8,400.00	126.00	126.00	1.50	8,274.00
Capital Outlay	0.00	478.39	844.82	0.00	(844.82)
Print Media - Library	55,050.00	2,636.72	3,397.49	6.17	51,652.51
Non-Print Media-Library	22,665.00	756.79	1,107.43	4.89	21,557.57
Technology	<u>58,794.00</u>	<u>3,040.05</u>	<u>3,707.40</u>	<u>6.31</u>	<u>55,086.60</u>
TOTAL Library	974,222.00	70,306.19	133,470.79	13.70	840,751.21
<u>Parks</u>					
Personnel Services	224,565.00	14,326.23	28,954.14	12.89	195,610.86
Contractual Services	33,500.00	923.71	1,687.30	5.04	31,812.70
Supplies & Expenses	37,638.00	1,373.10	2,040.07	5.42	35,597.93
Capital Outlay	<u>24,500.00</u>	<u>2,444.60</u>	<u>2,444.60</u>	<u>9.98</u>	<u>22,055.40</u>
TOTAL Parks	320,203.00	19,067.64	35,126.11	10.97	285,076.89

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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: FEBRUARY 29TH, 2016

10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>River Bend Trail</u>					
Personnel Services	5,000.00	202.31	332.03	6.64	4,667.97
Contractual Services	0.00	348.50	378.81	0.00	(378.81)
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Capital Outlay	0.00	354.00	354.00	0.00	(354.00)
TOTAL River Bend Trail	5,000.00	904.81	1,064.84	21.30	3,935.16
<u>Athletic Park Lights</u>					
Contractual Services	1,800.00	73.13	154.71	8.60	1,645.29
Supplies & Expenses	200.00	0.00	0.00	0.00	200.00
TOTAL Athletic Park Lights	2,000.00	73.13	154.71	7.74	1,845.29
<u>Ott's Park Lights</u>					
Contractual Services	1,400.00	83.84	176.66	12.62	1,223.34
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Ott's Park Lights	1,500.00	83.84	176.66	11.78	1,323.34
<u>Lion's Park Lights</u>					
Contractual Services	1,400.00	0.00	0.00	0.00	1,400.00
Supplies & Expenses	100.00	0.00	0.00	0.00	100.00
TOTAL Lion's Park Lights	1,500.00	0.00	0.00	0.00	1,500.00
<u>Recreation Programs</u>					
Personnel Services	190,887.00	10,658.18	20,055.54	10.51	170,831.46
Contractual Services	2,150.00	359.15	649.34	30.20	1,500.66
Supplies & Expenses	40,825.00	1,987.23	2,889.45	7.08	37,935.55
TOTAL Recreation Programs	233,862.00	13,004.56	23,594.33	10.09	210,267.67
<u>Marketing - PR</u>					
Personnel Services	2,875.00	0.00	0.00	0.00	2,875.00
Supplies & Expenses	20,625.00	730.50	730.50	3.54	19,894.50
TOTAL Marketing - PR	23,500.00	730.50	730.50	3.11	22,769.50
<u>Christmas Decorations</u>					
Personnel Services	3,267.00	0.00	1,013.25	31.01	2,253.75
Contractual Services	300.00	0.00	0.00	0.00	300.00
Supplies & Expenses	1,000.00	0.00	0.00	0.00	1,000.00
Capital Outlay	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL Christmas Decorations	7,567.00	0.00	1,013.25	13.39	6,553.75
<u>Outside Agencies</u>					
Supplies & Expenses	41,875.00	15,000.00	21,925.00	52.36	19,950.00
TOTAL Outside Agencies	41,875.00	15,000.00	21,925.00	52.36	19,950.00

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10 -General Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>CATV - MP3</u>					
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL CATV - MP3	0.00	0.00	0.00	0.00	0.00
<u>MARC - Smith Center</u>					
Personnel Services	47,425.00	5,305.01	10,185.29	21.48	37,239.71
Contractual Services	61,000.00	821.99	7,546.40	12.37	53,453.60
Supplies & Expenses	25,800.00	3,014.49	4,455.04	17.27	21,344.96
Capital Outlay	6,500.00	2,052.66	2,052.66	31.58	4,447.34
TOTAL MARC - Smith Center	140,725.00	11,194.15	24,239.39	17.22	116,485.61
<u>Aquatic Center</u>					
Personnel Services	36,875.00	0.00	0.00	0.00	36,875.00
Contractual Services	20,000.00	0.00	0.00	0.00	20,000.00
Supplies & Expenses	18,625.00	0.00	600.00	3.22	18,025.00
TOTAL Aquatic Center	75,500.00	0.00	600.00	0.79	74,900.00
<u>Economic Development</u>					
Contractual Services	19,700.00	0.00	0.00	0.00	19,700.00
TOTAL Economic Development	19,700.00	0.00	0.00	0.00	19,700.00
<u>Transfers</u>					
Transfers	0.00	0.00	0.00	0.00	0.00
TOTAL Transfers	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL EXPENDITURES	11,557,779.00	966,120.46	1,888,993.33	16.34	9,668,785.67
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	70,038.00	433,910.17	2,115,522.00	0.00	(2,045,484.00)
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20 -Remedial Action-Landfill

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<u>Remediation Action</u>					
Other Financing Sources	0.00	0.00	0.00	0.00	0.00
TOTAL Remediation Action	0.00	0.00	0.00	0.00	0.00
<hr/>					
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00
<hr/>					
EXPENDITURES					
<u>Remediation Action</u>					
Personnel Services	1,650.00	0.00	0.00	0.00	1,650.00
Contractual Services	25,250.00	330.15	485.27	1.92	24,764.73
Supplies & Expenses	250.00	0.00	0.00	0.00	250.00
TOTAL Remediation Action	27,150.00	330.15	485.27	1.79	26,664.73
<hr/>					
TOTAL EXPENDITURES	27,150.00	330.15	485.27	1.79	26,664.73
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(27,150.00)	(330.15)	(485.27)	0.00	(26,664.73)

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21 -Police - SRO

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
Police-SRO					
Taxes (or Utility Rev.)	51,916.00	0.00	0.00	0.00	51,916.00
Intergovernmental	54,917.00	0.00	0.00	0.00	54,917.00
TOTAL Police-SRO	106,833.00	0.00	0.00	0.00	106,833.00
TOTAL REVENUE	106,833.00	0.00	0.00	0.00	106,833.00
EXPENDITURES					
Police-SRO					
Personnel Services	104,308.00	7,868.39	17,637.06	16.91	86,670.94
Supplies & Expenses	475.00	0.00	0.00	0.00	475.00
Fixed Charges	2,050.00	0.00	0.00	0.00	2,050.00
TOTAL Police-SRO	106,833.00	7,868.39	17,637.06	16.51	89,195.94
TOTAL EXPENDITURES	106,833.00	7,868.39	17,637.06	16.51	89,195.94
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(7,868.39)	(17,637.06)	0.00	17,637.06

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24 -Merrill Festival Grounds

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
Grandstand					
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL Grandstand	0.00	0.00	0.00	0.00	0.00
Room Tax					
Taxes (or Utility Rev.)	0.00	4,184.45	4,184.45	0.00	(4,184.45)
TOTAL Room Tax	0.00	4,184.45	4,184.45	0.00	(4,184.45)
TOTAL REVENUE	0.00	4,184.45	4,184.45	0.00	(4,184.45)
EXPENDITURES					
Grandstand					
Contractual Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL Grandstand	0.00	0.00	0.00	0.00	0.00
Merrill Festival Grounds					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	0.00	0.00	87.00	0.00	(87.00)
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL Merrill Festival Grounds	0.00	0.00	87.00	0.00	(87.00)
Room Tax					
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
TOTAL Room Tax	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0.00	0.00	87.00	0.00	(87.00)
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4,184.45	4,097.45	0.00	(4,097.45)

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25 -Community Development

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					

<u>CDBG Grants/Loans</u>					
Miscellaneous Revenues	86,225.00	614.27	39,435.00	45.73	46,790.00
TOTAL CDBG Grants/Loans	86,225.00	614.27	39,435.00	45.73	46,790.00
<u>Community Development</u>					
Taxes (or Utility Rev.)	40,000.00	0.00	0.00	0.00	40,000.00
Intergov Charges (Misc.)	11,250.00	0.00	0.00	0.00	11,250.00
TOTAL Community Development	51,250.00	0.00	0.00	0.00	51,250.00
<hr/>					
TOTAL REVENUE	137,475.00	614.27	39,435.00	28.69	98,040.00
<hr/>					
EXPENDITURES					

<u>CDBG Grants/Loans</u>					
Special Services	100,500.00	5,383.21	16,506.66	16.42	83,993.34
TOTAL CDBG Grants/Loans	100,500.00	5,383.21	16,506.66	16.42	83,993.34
<u>Community Development</u>					
Personnel Services	47,850.00	3,732.62	7,458.52	15.59	40,391.48
Contractual Services	725.00	859.62	888.52	122.55	(163.52)
Supplies & Expenses	2,675.00	146.01	146.01	5.46	2,528.99
TOTAL Community Development	51,250.00	4,738.25	8,493.05	16.57	42,756.95
<hr/>					
TOTAL EXPENDITURES	151,750.00	10,121.46	24,999.71	16.47	126,750.29
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(14,275.00)	(9,507.19)	14,435.29	0.00	(28,710.29)
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30 -Debt Sevice

Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<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	70,335.00	0.00	0.00	0.00	70,335.00
40000-41110 Tax Levy - Debt Service	<u>1,222,234.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,222,234.00</u>
TOTAL Taxes (or Utility Rev.)	1,292,569.00	0.00	0.00	0.00	1,292,569.00
<u>Miscellaneous Revenues</u>					
40000-48110 Interest - Debt Service Fund	0.00	0.00	0.00	0.00	0.00
40000-48250 Fed Stimulus - BAB	<u>13,000.00</u>	<u>12,462.32</u>	<u>12,462.32</u>	<u>95.86</u>	<u>537.68</u>
TOTAL Miscellaneous Revenues	13,000.00	12,462.32	12,462.32	95.86	537.68
<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 Insurance	0.00	0.00	0.00	0.00	0.00
40000-49200 Transfer-Prior Service DS	<u>11,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,500.00</u>
TOTAL Other Financing Sources	11,500.00	0.00	0.00	0.00	11,500.00
TOTAL REVENUES	1,317,069.00	12,462.32	12,462.32	0.95	1,304,606.68

EXPENDITURESDebt Service

50000-06-11750 GO 2006A - Prin. Equip	16,000.00	0.00	0.00	0.00	16,000.00
50000-06-11755 STL 2009-2 Equip	12,872.68	0.00	0.00	0.00	12,872.68
50000-06-11800 STL 2010-1 Prin BAB	40,500.00	0.00	0.00	0.00	40,500.00
50000-06-11900 GO 2013A - Fire Primarily	170,000.00	0.00	0.00	0.00	170,000.00
50000-06-11905 GO 2013B - Various	370,000.00	0.00	0.00	0.00	370,000.00
50000-06-12040 GO 2004 Prin- St./Park	70,000.00	0.00	0.00	0.00	70,000.00
50000-06-12043 STL 2009-1 -Prin Faciliti	12,886.01	0.00	0.00	0.00	12,886.01
50000-06-12045 SIB Prin.-W. Main St.	9,405.52	0.00	2,333.82	24.81	7,071.70
50000-06-12050 STL 2005 Prin.-Streets	14,335.59	0.00	0.00	0.00	14,335.59
50000-06-12065 STF 2011-1 BAB-10 Year	38,738.11	0.00	0.00	0.00	38,738.11
50000-06-12067 STF 2011-2 BAB-20 Year	24,678.66	0.00	0.00	0.00	24,678.66
50000-06-12075 GO 2006B Prin.-Streets	85,000.00	0.00	0.00	0.00	85,000.00
50000-06-12080 GO 2008B Prin.-Streets	35,000.00	0.00	0.00	0.00	35,000.00
50000-06-14067 STF 2011-2-TID #6 Princ	3,321.34	0.00	0.00	0.00	3,321.34
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
50000-06-18075 STL 2004 Prin.- Pension	21,954.62	0.00	0.00	0.00	21,954.62
50000-06-21750 GO 2006A - Int. Equipment	640.00	0.00	0.00	0.00	640.00

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30 -Debt Service

Debt Service

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
50000-06-21905 GO 2013B - Various Int.	58,475.00	0.00	0.00	0.00	58,475.00
50000-06-22040 GO 2004 Int.- St./Park	16,140.00	0.00	0.00	0.00	16,140.00
50000-06-22043 STL 2009-1 - Int Faciliti	1,824.51	0.00	0.00	0.00	1,824.51
50000-06-22045 SIB Int.-W. Main St.	908.98	0.00	244.81	26.93	664.17
50000-06-22050 STL 2005 Int.-Streets	9,052.59	0.00	0.00	0.00	9,052.59
50000-06-22065 STF 2011-1 Int BAB-10 YR	7,621.67	0.00	0.00	0.00	7,621.67
50000-06-22067 STF 2011-2 Int BAB-20 YR	23,521.11	0.00	0.00	0.00	23,521.11
50000-06-22075 GO 2006B Int.-Streets	33,707.50	0.00	0.00	0.00	33,707.50
50000-06-22080 GO 2008B Int.-Streets	16,700.00	0.00	0.00	0.00	16,700.00
50000-06-24067 STF 2011-2 Int -TIF #6	3,165.55	0.00	0.00	0.00	3,165.55
50000-06-24075 GO 2006B Int.-TIF #3	4,065.00	0.00	0.00	0.00	4,065.00
50000-06-24080 GO 2008B Int.-TID #4	12,400.00	0.00	0.00	0.00	12,400.00
50000-06-24085 GO2013A Int, -TID #5	1,099.52	0.00	0.00	0.00	1,099.52
50000-06-24090 GO2013A Int. - TID #6	6,282.98	0.00	0.00	0.00	6,282.98
50000-06-28075 STL 2004 Int.- Pension	11,147.92	0.00	0.00	0.00	11,147.92
50000-06-32040 GO 2004 PA- St./Park	0.00	0.00	0.00	0.00	0.00
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	0.00	0.00	0.00
50000-06-38085 GO 2008B PA -St./TIF	0.00	0.00	0.00	0.00	0.00
50000-06-38087 GO2013A	0.00	0.00	0.00	0.00	0.00
50000-06-38090 GO 2013B	0.00	0.00	0.00	0.00	0.00
50000-06-38100 BAB Fed Paperwork	0.00	0.00	0.00	0.00	0.00
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
TOTAL Debt Service	1,308,847.63	0.00	2,578.63	0.20	1,306,269.00
TOTAL EXPENDITURES	1,308,847.63	0.00	2,578.63	0.20	1,306,269.00
REVENUES OVER/(UNDER) EXPENDITURES	8,221.37	12,462.32	9,883.69	0.00	(1,662.32)
FUND TOTAL REVENUES	1,317,069.00	12,462.32	12,462.32	0.95	1,304,606.68
FUND TOTAL EXPENDITURES	1,308,847.63	0.00	2,578.63	0.20	1,306,269.00
REVENUES OVER/(UNDER) EXPENDITURES	8,221.37	12,462.32	9,883.69	0.00	(1,662.32)

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40 -TID No. 10

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<u>TID #10-Fox Point</u>					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergovernmental	0.00	0.00	0.00	0.00	0.00
TOTAL TID #10-Fox Point	0.00	0.00	0.00	0.00	0.00
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TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00
EXPENDITURES					
<u>TID #10-Fox Point</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Contractual Services	3,400.00	0.00	0.00	0.00	3,400.00
Special Services	50,000.00	0.00	0.00	0.00	50,000.00
Capital Outlay	2,500.00	0.00	0.00	0.00	2,500.00
TOTAL TID #10-Fox Point	55,900.00	0.00	0.00	0.00	55,900.00
<hr/>					
TOTAL EXPENDITURES	55,900.00	0.00	0.00	0.00	55,900.00
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(55,900.00)	0.00	0.00	0.00	(55,900.00)

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43 -TID #3 - East Side

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #3 - East Side					
Taxes (or Utility Rev.)	1,554,516.11	145,596.04	376,788.54	24.24	1,177,727.57
Intergovernmental	7,500.00	0.00	0.00	0.00	7,500.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #3 - East Side	1,562,016.11	145,596.04	376,788.54	24.12	1,185,227.57
TID #3 - Wal-Mart Dev.					
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #3 - Wal-Mart Dev.	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	1,562,016.11	145,596.04	376,788.54	24.12	1,185,227.57
EXPENDITURES					
TID #3 - East Side					
Personnel Services	8,228.00	0.00	0.00	0.00	8,228.00
Contractual Services	53,150.00	530.19	530.19	1.00	52,619.81
Supplies & Expenses	300.00	0.00	0.00	0.00	300.00
Special Services	280,625.83	0.00	0.00	0.00	280,625.83
Fixed Charges	14,065.00	0.00	0.00	0.00	14,065.00
Capital Outlay	405,000.00	0.00	0.00	0.00	405,000.00
TOTAL TID #3 - East Side	761,368.83	530.19	530.19	0.07	760,838.64
TID #3 -Festival Grounds					
Capital Outlay	250,000.00	0.00	0.00	0.00	250,000.00
TOTAL TID #3 -Festival Grounds	250,000.00	0.00	0.00	0.00	250,000.00
TID #3 - Wal-Mart Dev.					
Capital Outlay	300,000.00	0.00	0.00	0.00	300,000.00
TOTAL TID #3 - Wal-Mart Dev.	300,000.00	0.00	0.00	0.00	300,000.00
TOTAL EXPENDITURES	1,311,368.83	530.19	530.19	0.04	1,310,838.64
REVENUES OVER/(UNDER) EXPENDITURES	250,647.28	145,065.85	376,258.35	0.00	(125,611.07)

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44 -TID #4 - Thielman/P Ridge

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #4 -Thielman/P Ridge					
Taxes (or Utility Rev.)	25,924.98	4.99	10.32	0.04	25,914.66
Intergovernmental	3,500.00	0.00	0.00	0.00	3,500.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #4 -Thielman/P Ridge	29,424.98	4.99	10.32	0.04	29,414.66
TOTAL REVENUE	29,424.98	4.99	10.32	0.04	29,414.66
EXPENDITURES					
TID #4 -Thielman/P Ridge					
Personnel Services	4,625.00	0.00	0.00	0.00	4,625.00
Contractual Services	13,900.00	0.00	0.00	0.00	13,900.00
Special Services	50,000.00	0.00	0.00	0.00	50,000.00
Fixed Charges	32,400.00	0.00	0.00	0.00	32,400.00
Capital Outlay	3,500.00	5,716.74	5,716.74	163.34	(2,216.74)
TOTAL TID #4 -Thielman/P Ridge	104,425.00	5,716.74	5,716.74	5.47	98,708.26
TOTAL EXPENDITURES	104,425.00	5,716.74	5,716.74	5.47	98,708.26
REVENUES OVER/(UNDER) EXPENDITURES	(75,000.02)	(5,711.75)	(5,706.42)	0.00	(69,293.60)

*** END OF REPORT ***

7.1.a

Attachment: Revenue & Expense Report - Feb 2016 (1549) : Revenue and Expense Report for period

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45 -TID #5 - Hwy 107/Taylor

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #5 - Hwy 107/Taylor					
Taxes (or Utility Rev.)	115,407.52	0.00	0.00	0.00	115,407.52
Intergovernmental	300.00	0.00	0.00	0.00	300.00
TOTAL TID #5 - Hwy 107/Taylor	115,707.52	0.00	0.00	0.00	115,707.52
TOTAL REVENUE	115,707.52	0.00	0.00	0.00	115,707.52
EXPENDITURES					
TID #5 - Hwy 107/Taylor					
Personnel Services	5,221.00	0.00	0.00	0.00	5,221.00
Contractual Services	10,000.00	152.00	152.00	1.52	9,848.00
Special Services	225,000.00	0.00	250.00	0.11	224,750.00
Fixed Charges	2,589.00	0.00	0.00	0.00	2,589.00
Capital Outlay	107,500.00	0.00	0.00	0.00	107,500.00
TOTAL TID #5 - Hwy 107/Taylor	350,310.00	152.00	402.00	0.11	349,908.00
TOTAL EXPENDITURES	350,310.00	152.00	402.00	0.11	349,908.00
REVENUES OVER/(UNDER) EXPENDITURES	(234,602.48)	(152.00)	(402.00)	0.00	(234,200.48)

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46 -TID #6 - Downtown

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #6 - Downtown					
Taxes (or Utility Rev.)	90,000.00	0.00	0.00	0.00	90,000.00
Specials (Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergovernmental	3,000.00	0.00	0.00	0.00	3,000.00
Miscellaneous Revenues	6,000.00	1,032.60	1,032.60	17.21	4,967.40
TOTAL TID #6 - Downtown	99,000.00	1,032.60	1,032.60	1.04	97,967.40
TID #6 - Lincoln House					
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
TOTAL REVENUE	99,001.00	1,032.60	1,032.60	1.04	97,968.40
EXPENDITURES					
TID #6 - Downtown					
Personnel Services	17,112.00	0.00	0.00	0.00	17,112.00
Contractual Services	42,900.00	3,235.00	3,235.00	7.54	39,665.00
Special Services	151,000.00	300.00	4,073.21	2.70	146,926.79
Fixed Charges	21,250.00	0.00	0.00	0.00	21,250.00
Capital Outlay	95,000.00	75.00	75.00	0.08	94,925.00
TOTAL TID #6 - Downtown	327,262.00	3,610.00	7,383.21	2.26	319,878.79
TID #6 - Lincoln House					
Personnel Services	0.00	0.00	0.00	0.00	0.00
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	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL TID #6 - Lincoln House	6,500.00	0.00	0.00	0.00	6,500.00
TOTAL EXPENDITURES	333,762.00	3,610.00	7,383.21	2.21	326,378.79
REVENUES OVER/(UNDER) EXPENDITURES	(234,761.00)	(2,577.40)	(6,350.61)	0.00	(228,410.39)

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47 -TID #7 - N Center Ave

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #7 - N Center Ave					
Taxes (or Utility Rev.)	150,000.00	0.00	0.00	0.00	150,000.00
Intergovernmental	42,500.00	0.00	0.00	0.00	42,500.00
Miscellaneous Revenues	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL TID #7 - N Center Ave	197,500.00	0.00	0.00	0.00	197,500.00
TOTAL REVENUE	197,500.00	0.00	0.00	0.00	197,500.00
EXPENDITURES					
TID #7 - N Center Ave					
Personnel Services	6,893.00	0.00	0.00	0.00	6,893.00
Contractual Services	23,650.00	2,627.20	2,627.20	11.11	21,022.80
Special Services	260,000.00	0.00	0.00	0.00	260,000.00
Capital Outlay	158,500.00	1,257.50	1,257.50	0.79	157,242.50
TOTAL TID #7 - N Center Ave	449,043.00	3,884.70	3,884.70	0.87	445,158.30
TOTAL EXPENDITURES	449,043.00	3,884.70	3,884.70	0.87	445,158.30
REVENUES OVER/(UNDER) EXPENDITURES	(251,543.00)	(3,884.70)	(3,884.70)	0.00	(247,658.30)

*** END OF REPORT ***

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48 -TID #8 - West Side

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #8 - West Side					
Taxes (or Utility Rev.)	125,000.00	0.00	0.00	0.00	125,000.00
Intergovernmental	2,500.00	0.00	0.00	0.00	2,500.00
Miscellaneous Revenues	0.00	0.00	0.00	0.00	0.00
TOTAL TID #8 - West Side	127,500.00	0.00	0.00	0.00	127,500.00
TID #8 -River Bend Trail					
Taxes (or Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergovernmental	0.00	0.00	0.00	0.00	0.00
Miscellaneous Revenues	0.00	2,345.00	2,345.00	0.00	(2,345.00)
TOTAL TID #8 -River Bend Trail	0.00	2,345.00	2,345.00	0.00	(2,345.00)
TID #8 - 201 S Prospect					
Intergovernmental	160,000.00	0.00	0.00	0.00	160,000.00
Miscellaneous Revenues	40,000.00	0.00	0.00	0.00	40,000.00
TOTAL TID #8 - 201 S Prospect	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL REVENUE	327,500.00	2,345.00	2,345.00	0.72	325,155.00
EXPENDITURES					
TID #8 - West Side					
Personnel Services	14,271.00	0.00	0.00	0.00	14,271.00
Contractual Services	48,220.00	5,033.94	5,033.94	10.44	43,186.06
Special Services	220,000.00	0.00	100.00	0.05	219,900.00
Capital Outlay	155,000.00	0.00	0.00	0.00	155,000.00
TOTAL TID #8 - West Side	437,491.00	5,033.94	5,133.94	1.17	432,357.06
TID #8 -River Bend Trail					
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL TID #8 -River Bend Trail	0.00	0.00	0.00	0.00	0.00
TID #8 - 201 S Prospect					
Contractual Services	0.00	0.00	0.00	0.00	0.00
Special Services	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL TID #8 - 201 S Prospect	200,000.00	0.00	0.00	0.00	200,000.00
TOTAL EXPENDITURES	637,491.00	5,033.94	5,133.94	0.81	632,357.06
REVENUES OVER/(UNDER) EXPENDITURES	(309,991.00)	(2,688.94)	(2,788.94)	0.00	(307,202.06)

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REVENUE & EXPENSE REPORT (UNAUDITED)

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49 -TID#9 -WI River/S Center

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
TID #9-WI River/S Center					
Taxes (or Utility Rev.)	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Intergovernmental	3,500.00	0.00	0.00	0.00	3,500.00
TOTAL TID #9-WI River/S Center	1,003,500.00	0.00	0.00	0.00	1,003,500.00
TID #9-Former D&L					
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
TID #9-Idle Sites (Page)					
Miscellaneous Revenues	467,250.00	26,112.39	26,112.39	5.59	441,137.61
TOTAL TID #9-Idle Sites (Page)	467,250.00	26,112.39	26,112.39	5.59	441,137.61
TOTAL REVENUE	1,470,750.00	26,112.39	26,112.39	1.78	1,444,637.61
EXPENDITURES					
TID #9-WI River/S Center					
Personnel Services	5,575.00	0.00	0.00	0.00	5,575.00
Contractual Services	22,050.00	0.00	0.00	0.00	22,050.00
Special Services	65,000.00	0.00	0.00	0.00	65,000.00
Capital Outlay	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL TID #9-WI River/S Center	97,625.00	0.00	0.00	0.00	97,625.00
TID #9-Former D&L					
Personnel Services	6,800.00	0.00	0.00	0.00	6,800.00
Contractual Services	2,500.00	0.00	0.00	0.00	2,500.00
Supplies & Expenses	0.00	0.00	0.00	0.00	0.00
Special Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	5,000.00	0.00	0.00	0.00	5,000.00
TOTAL TID #9-Former D&L	14,300.00	0.00	0.00	0.00	14,300.00
TID #9-Idle Sites (Page)					
Contractual Services	201,434.00	2,432.00	3,866.29	1.92	197,567.71
Special Services	347,500.00	0.00	47,500.00	13.67	300,000.00
Capital Outlay	600,000.00	3,500.00	3,500.00	0.58	596,500.00
TOTAL TID #9-Idle Sites (Page)	1,148,934.00	5,932.00	54,866.29	4.78	1,094,067.71
TOTAL EXPENDITURES	1,260,859.00	5,932.00	54,866.29	4.35	1,205,992.71

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52 -Capital Projects

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	181,000.00	8.81	18.23	0.01	180,981.77
Specials (Utility Rev.)	30,000.00	0.00	4,128.00	13.76	25,872.00
Intergovernmental	256,000.00	0.00	0.00	0.00	256,000.00
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
TOTAL Non-Departmental	467,000.00	8.81	4,146.23	0.89	462,853.77
<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
TOTAL Fire Station	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	467,000.00	8.81	4,146.23	0.89	462,853.77
EXPENDITURES					
<u>Fire Station</u>					
Capital Outlay	0.00	0.00	0.00	0.00	0.00
TOTAL Fire Station	0.00	0.00	0.00	0.00	0.00
<u>Streets - Sealcoat</u>					
Personnel Services	38,006.00	0.00	0.00	0.00	38,006.00
Supplies & Expenses	105,070.00	0.00	0.00	0.00	105,070.00
TOTAL Streets - Sealcoat	143,076.00	0.00	0.00	0.00	143,076.00
<u>Capital Outlay/Projects</u>					
Personnel Services	0.00	0.00	0.00	0.00	0.00
Capital Outlay	1,954,029.65	124,319.15	148,535.15	7.60	1,805,494.50
TOTAL Capital Outlay/Projects	1,954,029.65	124,319.15	148,535.15	7.60	1,805,494.50
<u>Financing Costs</u>					
Debt Service	0.00	0.00	0.00	0.00	0.00
TOTAL Financing Costs	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	2,097,105.65	124,319.15	148,535.15	7.08	1,948,570.50
REVENUES OVER/(UNDER) EXPENDITURES	(1,630,105.65)	(124,310.34)	(144,388.92)	0.00	(1,485,716.73)

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REVENUE & EXPENSE REPORT (UNAUDITED)

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62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					

<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	87,331.00	12,032.50	15,715.58	18.00	71,615.42
Specials (Utility Rev.)	(1,438.00)	0.00	0.00	0.00	(1,438.00)
Public Charges-Services	1,440,500.00	62,431.66	220,242.12	15.29	1,220,257.88
Intergov Charges (Misc.)	15,625.00	1,035.31	1,723.22	11.03	13,901.78
Miscellaneous Revenues	<u>2,500.00</u>	<u>147.86</u>	<u>305.88</u>	<u>12.24</u>	<u>2,194.12</u>
TOTAL Non-Departmental	1,544,518.00	75,647.33	237,986.80	15.41	1,306,531.20
<hr/>					
TOTAL REVENUE	<u>1,544,518.00</u>	<u>75,647.33</u>	<u>237,986.80</u>	<u>15.41</u>	<u>1,306,531.20</u>
EXPENDITURES					

<u>Non-Departmental</u>					
Work Orders - Utility	<u>622,500.00</u>	<u>35,675.26</u>	<u>35,675.26</u>	<u>5.73</u>	<u>586,824.74</u>
TOTAL Non-Departmental	622,500.00	35,675.26	35,675.26	5.73	586,824.74
<u>Pumping Expenses</u>					
	<u>76,250.00</u>	<u>5,269.31</u>	<u>7,407.10</u>	<u>9.71</u>	<u>68,842.90</u>
TOTAL Pumping Expenses	76,250.00	5,269.31	7,407.10	9.71	68,842.90
<u>Water Treatment Expenses</u>					
	<u>107,500.00</u>	<u>5,319.14</u>	<u>9,233.79</u>	<u>8.59</u>	<u>98,266.21</u>
TOTAL Water Treatment Expenses	107,500.00	5,319.14	9,233.79	8.59	98,266.21
<u>Trans & Distribution Exp</u>					
	<u>213,000.00</u>	<u>16,906.21</u>	<u>26,734.01</u>	<u>12.55</u>	<u>186,265.99</u>
TOTAL Trans & Distribution Exp	213,000.00	16,906.21	26,734.01	12.55	186,265.99
<u>Customer Accts Expenses</u>					
	<u>59,250.00</u>	<u>6,183.56</u>	<u>11,824.31</u>	<u>19.96</u>	<u>47,425.69</u>
TOTAL Customer Accts Expenses	59,250.00	6,183.56	11,824.31	19.96	47,425.69
<u>Admin & General Expenses</u>					
	<u>314,381.00</u>	<u>25,221.71</u>	<u>53,706.34</u>	<u>17.08</u>	<u>260,674.66</u>
TOTAL Admin & General Expenses	314,381.00	25,221.71	53,706.34	17.08	260,674.66
<u>Contract Work</u>					
	<u>3,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,500.00</u>
TOTAL Contract Work	3,500.00	0.00	0.00	0.00	3,500.00

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62 -Water Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>Depreciation</u>					
	<u>370,500.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>370,500.00</u>
TOTAL Depreciation	370,500.00	0.00	0.00	0.00	370,500.00
<u>Taxes</u>					
	<u>380,611.00</u>	<u>1,765.16</u>	<u>358,339.97</u>	<u>94.15</u>	<u>22,271.03</u>
TOTAL Taxes	380,611.00	1,765.16	358,339.97	94.15	22,271.03
<u>Debt Service</u>					
	<u>30,000.00</u>	<u>0.00</u>	<u>666.42</u>	<u>2.22</u>	<u>29,333.58</u>
TOTAL Debt Service	30,000.00	0.00	666.42	2.22	29,333.58
<hr/>					
TOTAL EXPENDITURES	<u>2,177,492.00</u>	<u>96,340.35</u>	<u>503,587.20</u>	<u>23.13</u>	<u>1,673,904.80</u>
REVENUES OVER/(UNDER) EXPENDITURES	<u>(632,974.00)</u>	<u>(20,693.02)</u>	<u>(265,600.40)</u>	<u>0.00</u>	<u>(367,373.60)</u>

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63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
REVENUES					
<u>Non-Departmental</u>					
Taxes (or Utility Rev.)	3,750.00	192.70	395.79	10.55	3,354.21
Specials (Utility Rev.)	0.00	0.00	0.00	0.00	0.00
Intergov Charges (Misc.)	7,500.00	393.87	1,155.41	15.41	6,344.59
Miscellaneous Revenues	986.00	594.42	594.42	60.29	391.58
Public Charges-Services	1,510,250.00	73,315.04	218,059.20	14.44	1,292,190.80
Other Charges-Services	<u>122,500.00</u>	<u>10,264.14</u>	<u>10,286.14</u>	<u>8.40</u>	<u>112,213.86</u>
TOTAL Non-Departmental	1,644,986.00	84,760.17	230,490.96	14.01	1,414,495.04
TOTAL REVENUE	<u>1,644,986.00</u>	<u>84,760.17</u>	<u>230,490.96</u>	<u>14.01</u>	<u>1,414,495.04</u>
EXPENDITURES					
<u>Non-Departmental</u>					
Work Orders - Utility	<u>393,500.00</u>	<u>845.78</u>	<u>845.78</u>	<u>0.21</u>	<u>392,654.22</u>
TOTAL Non-Departmental	393,500.00	845.78	845.78	0.21	392,654.22
<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>29,000.00</u>	<u>2,000.47</u>	<u>7,259.43</u>	<u>25.03</u>	<u>21,740.57</u>
TOTAL Taxes - SS/Medicare	29,000.00	2,000.47	7,259.43	25.03	21,740.57
<u>Operations</u>					
	<u>290,000.00</u>	<u>24,417.95</u>	<u>40,573.60</u>	<u>13.99</u>	<u>249,426.40</u>
TOTAL Operations	290,000.00	24,417.95	40,573.60	13.99	249,426.40
<u>Maintenance</u>					
	<u>235,250.00</u>	<u>18,453.54</u>	<u>28,614.53</u>	<u>12.16</u>	<u>206,635.47</u>
TOTAL Maintenance	235,250.00	18,453.54	28,614.53	12.16	206,635.47
<u>Customer Accts Expenses</u>					
	<u>67,750.00</u>	<u>7,040.56</u>	<u>14,113.28</u>	<u>20.83</u>	<u>53,636.72</u>
TOTAL Customer Accts Expenses	67,750.00	7,040.56	14,113.28	20.83	53,636.72
<u>Admin & General Expenses</u>					
	<u>404,000.00</u>	<u>27,510.49</u>	<u>90,905.93</u>	<u>22.50</u>	<u>313,094.07</u>
TOTAL Admin & General Expenses	404,000.00	27,510.49	90,905.93	22.50	313,094.07

3-02-2016 11:49 AM

CITY OF MERRILL
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: FEBRUARY 29TH, 2016

PAGE: 2

63 -Sewer Fund

SUMMARY	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>Taxes & Depreciation</u>					
	240,500.00	0.00	0.00	0.00	240,500.00
TOTAL Taxes & Depreciation	240,500.00	0.00	0.00	0.00	240,500.00
<u>Transfers</u>					
	5,910.00	0.00	448.81	7.59	5,461.19
TOTAL Transfers	5,910.00	0.00	448.81	7.59	5,461.19
<hr/>					
TOTAL EXPENDITURES	1,666,410.00	80,268.79	182,761.36	10.97	1,483,648.64
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	(21,424.00)	4,491.38	47,729.60	0.00	(69,153.60)
<hr/>					

*** END OF REPORT ***

December 18, 2015 Date Ordinance was published
 plus 60 Days after publishing ordinance takes effect
 February 16, 2016 Effective date of Ordinance
 February 15, 2016 Date petition was submitted

Votes for Governor 11/14/2014	District	Votes Cast		
	1	469		
	2	442		
	3	352		
	4	382	Source for Votes	
	5	395	Cast is Lincoln	
	6	441	County Website	
	7	455		
	8	340		
	Total =	3276	7%	229.32

230 valid signatures needed
 Based on Wis Stat. 66.0101(5)



CITY OF MERRILL

1004 EAST FIRST STREET
MERRILL, WI 54452-2586

NOTICE OF PUBLIC HEARING

All persons interested will be given an opportunity to be heard at a public hearing to be held by and before the Board of Public Works of the City of Merrill, Wisconsin, commencing at 6:00 p.m., on Wednesday, February 24, 2016, in the Council Chambers at City Hall, Merrill, Wisconsin, on the following proposed matter, to wit:

- 1 Sidewalk inspection pursuant to sidewalk inspection program. Sidewalk maintenance area is generally confined to the Third District, west of Pier Street and south of East Third Street involving:
 - a) Isolated sidewalk repairs requested or needed.
 - b) Driveway approaches requested or needed.
 - c) Curb and gutter requested or needed.
 - d) New sidewalk extensions as requested and/or approved by the Board of Public Works.

2. Reconstruction of Blaine Street from East 5th Street north to dead end involving:
 - a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sanitary lift station.
 - c) Replacement of existing sewer and water laterals.
 - d) Replacement and upgrade of existing storm sewers.
 - e) Curb and Gutter and pavement replacement.
 - f) Limited sidewalk replacement associated with utility replacements.

3. Reconstruction of East Sixth Street from Blaine Street to North Mill Street involving:
 - a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sewer and water laterals.
 - c) Replacement and upgrade of existing storm sewers.
 - d) Curb and Gutter and pavement replacement.
 - e) Limited sidewalk replacement associated with utility replacements.

4. Reconstruction of Hendricks Street from East Sixth Street to East Eighth Street involving:
 - a) Replacement and upgrade of existing storm sewers.
 - b) Curb and Gutter and pavement replacement.

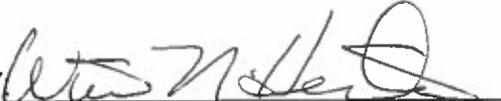
5. Reconstruction of East Eighth Street from Pier Street to Hendricks Street involving:
- a) Replacement of existing sewer and water mains.
 - b) Replacement of existing sewer and water laterals.
 - c) Replacement and upgrade of existing storm sewers.
 - d) Curb and gutter installation and pavement replacement.
 - e) Limited sidewalk replacement associated with utility replacements.

Any person desiring a transcript of the proceeding must obtain and furnish the same at his or her own expense.

If you have any questions, please call Public Works Director/City Engineer, Rod Akey at 536-5594.

Dated: February 10, 2016

CITY OF MERRILL, WISCONSIN

BY 
William N. Heideman
City Clerk



Roderick J. Akey, PE
 Public Work Director/City Engineer
 1004 East First Street, Merrill, WI 54452
Rod.Akey@ci.merrill.wi.us (715) 536-5594

February 10th, 2016

REPORT TO THE BOARD OF PUBLIC WORKS

Re: Public Works hearing to be held February 24th, 2016, at 6:00 pm for sanitary sewer, water main, storm sewer, asphaltic paving, sidewalk and curb and gutter replacement.

The following general comments can be made in regard to the public hearing for sanitary sewer, water main, storm sewer, asphaltic paving, sidewalk and curb and gutter replacement to be reviewed on February 24th, 2016. The comments will be applicable to all of the individual projects that will be reviewed in detail.

1. A preliminary resolution will be submitted to the Common Council on February 9th, 2016, in regard to the proposed projects.
2. Projects being heard have either been petitioned for by private owners, the City Engineer, Street or Utility Superintendent or initiated by committees of the Common Council.
3. The 2016 assessment rates used in this public hearing are attached.
4. Each project has a separate hearing, along with an Engineer's report, indicating generally: standard notes, specific notes, cost estimates, special assessments, all of which are attached.
5. The Merrill Engineering Department has inspected the site to produce the preliminary design, and has determined, unless otherwise noted, that all abutting properties will benefit from the improvements.
6. This hearing is being recorded, therefore, please come to the microphone when speaking in regard to a particular project, giving your name and address.

7. Any person requesting a transcript of the hearing may obtain one at his or her expense.
8. All plans, estimated costs and assessments for the M-1-2016 Project are preliminary and subject to change. Adjustments will be based on the final design, final quantities and the unit cost on the assessed items in the bids received. The M-1-2016 Project consists of :
 - A) Blaine Street – East Fifth Street north to end.
 - B) East Sixth Street – Blaine Street east to North Mill Street.
 - C) Hendricks Street – East Sixth Street north to East Eighth Street.
 - D) East Eighth – Pier Street east to Hendricks Street.
9. All projects brought forth at this public hearing will receive a recommendation from the Board of Public Works to the Common Council for final action. The Common Council will act on recommendations at the March 8th, 2016, Council meeting or as otherwise indicated in the recommendations.
10. All projects receiving final approval from the Common Council will be scheduled for completion in 2016.
11. The estimated special assessments are projected at an estimated rate based on previous construction and knowledge of existing conditions. The estimates are subject to change depending on final conditions of the project involved. If a project is approved, the assessment rate will be based on the project's final unit costs and final quantities. All assessments will include 10% for engineering, legal and record keeping.
12. It is intended that in all cases new copper water services will be replacing existing galvanized services. It is recommended that if a new water service is installed, a new sanitary sewer service should also be installed, if a property owner has experienced any problems. Any existing lot owner wishing to hook up to the municipal system must make known their intent, so services may be extended to the property line.
13. Special assessments billed by October 1st will be due November 1st of the year installed. Special assessments billed by October 1st are due November 1st of the following year. The payment date the assessment is due will be indicated on the invoice.
 - A. If the special assessment is paid by November 1st of the year constructed or due date as indicated on the invoice, a 10% discount will be deducted.
 - B. If the special assessment exceeds \$500.00, a five-year payment plan may be initiated. If the special assessment exceeds \$1,250.00, a six-year payment plan may be initiated. If the special assessment exceeds \$2,500.00, a seven-year payment plan may be initiated. If the special assessment exceeds \$5,000.00, a ten-year payment plan may be initiated. For assessments

exceeding \$10,000.00, a fifteen-year payment plan is available to the property owner. The first payment is due November 1st of the year construction occurred and the invoice was billed. The special assessment interest rate for the 2016 projects is 4.75% on declining balance per year. Requests for payment plans must be requested from the City Clerk by October 20th, and must be signed and returned **with the first payment** to the City Clerk by November 1st.

14. The upgrade of driveway approaches, as required, will be discussed in the field with the property owners, and be addressed on a case by case basis. On vacant lots there will be no driveway openings unless requested by property owners. The City of Merrill will not allow private work on driveways or lateral work on a project once the project has been bid.
15. Private sanitary sewer and storm sewer connections may be included in the project, if requested by the property owner.

Respectfully submitted,

Roderick J. Akey, PE
Public Works Director/City Engineer



**CITY OF MERRILL
ENGINEER'S REPORT
PROPOSED PUBLIC WORKS IMPROVEMENTS
AND ASSESSMENTS UNDER
THE POLICE POWERS**

STREET: Blaine Street (Fifth Street north to end)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

In accordance with the preliminary resolution being presented to The Board of Public Works of the City of Merrill at the public hearing on Wednesday, February 24, 2016 at 6:00 p.m., I hereby submit my report on the assessment of benefits under the police power for the improvements to be made in the streets or portions of the street listed above.

This report consists of the following schedules attached hereto:

SCHEDULE A	Preliminary Plans and Specifications
SCHEDULE B	Estimate of Cost for the Proposed Improvements
SCHEDULE C	Proposed Assessment Rates and Parcel Assessments
SCHEDULE D	Proposed Total Assessments, Project Cost Details and Assessment Benefits

Respectfully Submitted

Roderick Akey, PE

Public Works Director/City Engineer

SCHEDULE A

STREET: Blaine Street (Fifth Street north to end)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Plans are in preliminary design phase only at the time of the public hearing and are subject to change. Final plans and specifications will be on file in the office of the City Engineer for inspection.

The project described above will be let out on bids to private contractors and completed in 2016.

SPECIFIC PROJECT NOTES:

1. Project initiated by the Board of Public Works and Water and Sewage Committee.
2. The project includes: replacement of existing sewer and water mains, replacement of existing sewer and water laterals as needed, replacement and upgrade of existing storm sewers, curb and gutter and pavement installation and replacement, limited sidewalk replacement associated with utility replacements.
3. The final design will include eight inches of crushed aggregate base course and three inches of asphaltic pavement.
4. Existing concrete or asphalt driveways will be replaced at no cost to the owner. Gravel driveways will be upgraded to asphalt or concrete with the cost of the upgrade to be assessed to the property owner.
5. Installation of additional sidewalk is not included in this project.

**SCHEDULE B
CITY OF MERRILL
2016 BLAINE STREET (E 5TH ST.NORTH TO END)
RECONSTRUCTION.**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>EST. QNTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL ITEM AMOUNT</u>
1	6 Inch DI Watermain	640	LF	\$63.00	\$40,320.00
2	6 Inch Valve with Box	3	Each	\$1,100.00	\$3,300.00
3	Hydrant	1	Each	\$4,100.00	\$4,100.00
4	Remove Existing Hydrant	1	Each	\$500.00	\$500.00
5	Abandon Old Watermain	1	LS	\$1,000.00	\$1,000.00
6	6 Inch 90 DEG Bend	0	Each	\$210.00	\$0.00
7	6 Inch 45 DEG Bend	2	Each	\$120.00	\$240.00
8	6 Inch Tee	1	Each	\$275.00	\$275.00
9	6 Inch DI Coupling	1	Each	\$205.00	\$205.00
10	6 Inch DI Plug/Cap	1	Each	\$136.00	\$136.00
11	3/4 Inch Corporation	13	Each	\$115.00	\$1,495.00
12	1 Inch Corporation	2	Each	\$128.00	\$256.00
13	3/4 Inch Curb Stop with Box	10	Each	\$185.00	\$1,850.00
14	3/4 Inch Water Service	200	LF	\$40.00	\$8,000.00
15	1 Inch Water Service	20	LF	\$42.00	\$840.00
16	3/4 Inch & 1 Inch Rehook	5	Each	\$100.00	\$500.00
17	8 Inch PVC Sanitary Main	650	LF	\$38.00	\$24,700.00
18	Lift Station	1	LS	\$25,000.00	\$25,000.00
19	8 Inch x 4 or 6 Inch WYE	15	Each	\$125.00	\$1,875.00
20	12 Inch x 4 or 6 Inch WYE	0	Each	\$180.00	\$0.00
21	4 Inch Sanitary Sewer Lateral	200	LF	\$20.00	\$4,000.00
22	6 Inch Sanitary Sewer Lateral	50	LF	\$22.00	\$1,100.00
23	4 Foot Dia. Sanitary Manhole	2	Each	\$1,500.00	\$3,000.00
24	Sanitary Sewer Manhole Frame and Cover	2	Each	\$475.00	\$950.00
25	Insulation (4'x8'x2")	20	Each	\$70.00	\$1,400.00
26	Storm Sewer Manhole 4' Dia.	0	Each	\$1,500.00	\$0.00
27	Storm Sewer Manhole Frame and Cover	0	Each	\$475.00	\$0.00
28	12 Inch RCP Storm Sewer	0	LF	\$45.00	\$0.00
29	18 Inch RCP Storm Sewer	0	LF	\$52.00	\$0.00

Attachment: 2016 Blaine Street - Engineer's Report (1534 : Public Hearing - Blaine Street)

30	Storm Sewer Inlet 2'x3'	0	Each	\$800.00	\$0.00
31	Inlet Frame and Grate	0	Each	\$525.00	\$0.00
32	Remove Existing Storm Sewer	0	LF	\$5.00	\$0.00
33	Remove Existing Inlet	0	Each	\$300.00	\$0.00
34	Remove Existing Manhole	2	Each	\$350.00	\$700.00
35	Asphalt Binder E-1	200	Ton	\$73.00	\$14,600.00
36	Asphalt Surface E-1	200	Ton	\$73.00	\$14,600.00
37	Crushed Aggregate Base 1 1/4" Dense	750	CY	\$9.00	\$6,750.00
38	Adjust Existing Manhole Frame	0	Each	\$300.00	\$0.00
39	Adjust Existing Valve Boxes	1	Each	\$125.00	\$125.00
40	4 Inch Sidewalk	300	SF	\$5.10	\$1,530.00
41	6 Inch Sidewalk & Driveway	200	SF	\$5.60	\$1,120.00
42	Remove Asphaltic Pavement	1900	SY	\$3.00	\$5,700.00
43	Concrete Removal	500	SF	\$0.50	\$250.00
44	Curb and Gutter Removal	1300	LF	\$2.50	\$3,250.00
45	30 Inch Curb and Gutter	1300	LF	\$14.00	\$18,200.00
46	Expansion Joint	40	LF	\$1.10	\$44.00
47	Saw Cutting Pavement	100	LF	\$2.75	\$275.00
48	Common Excavation	500	CY	\$9.35	\$4,675.00
49	Excavation Below Subgrade	200	CY	\$10.50	\$2,100.00
50	Topsoil, Fertilize, Seed and Mulch	1200	SY	\$4.50	\$5,400.00
51	Remove Stumps	2	Each	\$60.00	\$120.00
52	Inlet Erosion Protection, Type D	0	Each	\$150.00	\$0.00
53	Traffic Control	1	LS	\$1,000.00	\$1,000.00
54	Silt Fence	200	LF	\$3.50	<u>\$700.00</u>
				Total=	\$206,181.00

Attachment: 2016 Blaine Street - Engineer's Report (1534 : Public Hearing - Blaine Street)

SCHEDULE C



Date: February 10th, 2016

PROPOSED ASSESSMENT 2016

Estimate of special assessment as determined by the Board of Public Works, confirmed by the Common Council, to be assessed against parcel of land for said improvements by police power under Section 66.0703 of the Wisconsin Statutes.

Date of Original Hearing: February 24th, 2016

PIN: [Redacted]

Parcel #: [Redacted]

Property Address: [Redacted]

Property Owner/Mailing Address: [Redacted] Merrill WI 54452

Footage		Description	Unit Cost (\$)		Unit	Item total Cost	
Est.	Final		Est.	Final		Est.	Final
		Sq. Ft. of Sidewalk 50%	\$3.30		Per SF		
		Sq. Ft. of Sidewalk 100%	\$6.60		Per SF		
		L.F Curb & Gutter 50%	\$8.80		Per LF		
		L.F Curb & Gutter 100%	\$17.60		Per LF		
		Sq. Ft. of Driveway Upgrade			Per SF		
		L.F. Asphalt Paving 100%	\$20.24		Per LF		

Total estimated amount to be assessed to said Real Estate as determined by the Board of Public Works and approved by the Common Council under the Special Assessment Policy.	Total =		\$0.00	

Anticipated Date of Final Resolution April 12th, 2016

Attachment: 2016 Blaine Street - Engineer's Report (1534 : Public Hearing - Blaine Street)

SCHEDULE C CONTINUED

2016 Blaine Street (E 5th north to end) Proposed Assessments

Physical			Sidewalk	C&G	
<u>Address</u>	<u>Street</u>	<u>Name</u>	<u>Assessment</u>	<u>Assessment</u>	
212	5th	Michael Prein	123	\$49.50	\$2,164.80
501	Blaine	Maria R Galella	114	\$49.50	\$2,006.40
507	Blaine	John & Kathryn Koehler	52	\$49.50	\$915.20
509	Blaine	Matthew Kropp	52	\$49.50	\$915.20
510	Blaine	Dennis & Sara Burdick	119	\$49.50	\$2,094.40
600	Blaine	Robert Galella & Pamela Hitz	50	\$49.50	\$880.00
601	Blaine	Robert Ricci	50	\$49.50	\$880.00
602	Blaine	Creative Finance Group, LLC	50	\$49.50	\$880.00
603	Blaine	Mary Simerson	50	\$49.50	\$440.00
604	Blaine	Lonnie Woller	50	\$49.50	\$440.00
605	Blaine	Tony Talerico	45	\$49.50	\$396.00
607	Blaine	Lonnie Woller	55	\$49.50	\$484.00
608	Blaine	Tyler & Breanne Mueller	75	\$49.50	\$660.00
609	Blaine	Andre Galella	50	\$49.50	\$440.00
610	Blaine	Donna Mae Buss & The Buss Trust	77	\$49.50	\$677.60
611	Blaine	Mary Barrett	75	<u>\$49.50</u>	<u>\$660.00</u>
			TOTAL=	\$792.00	\$14,933.60
BLAINE STREET				TOTAL ASSESSMENTS =	\$15,725.60

Attachment: 2016 Blaine Street - Engineer's Report (1534 : Public Hearing - Blaine Street)

SCHEDULE D

STREET: Blaine Street (Fifth Street north to end)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Proposed Assessments

The assessed properties will benefit from the proposed improvements by replacing or installing new curb and gutter and sidewalk as needed. This will increase the value of the assessed property and allow for proper drainage thereby improving the safety and aesthetics of the assessed property. These improvements constitute an exercise of the police under Section 66.0703 of the Wisconsin Statutes.

The estimated total amount to be assessed for this project =	\$15,725.60
The estimated total project cost =	<u>\$206,181.00</u>
City of Merrill estimated total project cost=	\$190,455.40

Attachment: 2016 Blaine Street - Engineer's Report (1534 : Public Hearing - Blaine Street)



**CITY OF MERRILL
ENGINEER'S REPORT
PROPOSED PUBLIC WORKS IMPROVEMENTS
AND ASSESSMENTS UNDER
THE POLICE POWERS**

STREET: East Sixth Street (Blaine Street to Mill Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

In accordance with the preliminary resolution being presented to The Board of Public Works of the City of Merrill at the public hearing on Wednesday, February 24, 2016 at 6:00 p.m., I herewith submit my report on the assessment of benefits under the police power for the improvements to be made in the streets or portions of the street listed above.

This report consists of the following schedules attached hereto:

SCHEDULE A	Preliminary Plans and Specifications
SCHEDULE B	Estimate of Cost for the Proposed Improvements
SCHEDULE C	Proposed Assessment Rates and Parcel Assessments
SCHEDULE D	Proposed Total Assessments, Project Cost Details and Assessment Benefits

Respectfully Submitted

Roderick Akey, PE

Public Works Director/City Engineer

SCHEDULE A

STREET: East Sixth Street (Blaine Street to Mill Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Plans are in preliminary design phase only at the time of the public hearing and are subject to change. Final plans and specifications will be on file in the office of the City Engineer for inspection.

The project described above will be let out on bids to private contractors and completed in 2016.

SPECIFIC PROJECT NOTES:

1. Project initiated by the Board of Public Works and Water and Sewage Committee.
2. The project includes; replacement of existing sewer and water mains, replacement of existing sewer and water laterals as needed, replacement and upgrade of existing storm sewers, curb and gutter and pavement installation and replacement, limited sidewalk replacement associated with utility replacements.
3. There are portions of the project where curb and gutter does not currently exist. These areas will have curb and gutter installed and will be assessed 100% to the property owner.
4. The final design will include eight inches of crushed aggregate base course and three inches of asphaltic pavement.
5. Existing concrete or asphalt driveways will be replaced at no cost to the owner. Gravel driveways will be upgraded to asphalt or concrete with the cost of the upgrade to be assessed to the property owner.
6. Installation of additional sidewalk is not included in this project.

**SCHEDULE B
CITY OF MERRILL
2016 E SIXTH STREET (BLAINE ST. - MILL ST.)
RECONSTRUCTION.**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>EST. QNTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL ITEM AMOUNT</u>
1	8 Inch DI Watermain	2200	LF	\$80.00	\$176,000.00
2	8 Inch Valve with Box	16	Each	\$1,400.00	\$22,400.00
3	Hydrant	2	Each	\$4,100.00	\$8,200.00
4	Remove Existing Hydrant	2	Each	\$500.00	\$1,000.00
5	Abandon Old Watermain	1	LS	\$1,000.00	\$1,000.00
6	8 Inch 90 DEG Bend	4	Each	\$260.00	\$1,040.00
7	8 Inch 45 DEG Bend	2	Each	\$150.00	\$300.00
8	8 Inch Tee	5	Each	\$350.00	\$1,750.00
9	8 Inch DI Coupling	7	Each	\$300.00	\$2,100.00
10	8 Inch DI Plug/Cap	4	Each	\$200.00	\$800.00
11	3/4 Inch Corporation	28	Each	\$115.00	\$3,220.00
12	1 Inch Corporation	5	Each	\$128.00	\$640.00
13	3/4 Inch Curb Stop with Box	20	Each	\$185.00	\$3,700.00
14	3/4 Inch Water Service	700	LF	\$40.00	\$28,000.00
15	1 Inch Water Service	150	LF	\$42.00	\$6,300.00
16	3/4 Inch & 1 Inch Rehook	14	Each	\$100.00	\$1,400.00
17	8 Inch PVC Sanitary Main	200	LF	\$38.00	\$7,600.00
18	12 Inch PVC Sanitary Main	1400	LF	\$45.00	\$63,000.00
19	8 Inch x 4 or 6 Inch WYE	4	Each	\$125.00	\$500.00
20	12 Inch x 4 or 6 Inch WYE	30	Each	\$180.00	\$5,400.00
21	4 Inch Sanitary Sewer Lateral	500	LF	\$20.00	\$10,000.00
22	6 Inch Sanitary Sewer Lateral	200	LF	\$22.00	\$4,400.00
23	4 Foot Dia. Sanitary Manhole	6	Each	\$1,500.00	\$9,000.00
24	Sanitary Sewer Manhole Frame and Cover	6	Each	\$475.00	\$2,850.00
25	Insulation (4'x8'x2")	100	Each	\$70.00	\$7,000.00
26	Storm Sewer Manhole 4' Dia.	7	Each	\$1,500.00	\$10,500.00
27	Storm Sewer Manhole Frame and Cover	7	Each	\$475.00	\$3,325.00
28	12 Inch RCP Storm Sewer	300	LF	\$45.00	\$13,500.00
29	18 Inch RCP Storm Sewer	1500	LF	\$52.00	\$78,000.00

Attachment: 2016 EAST SIXTH STREET ENGINEERS REPORT (1535 : E. 6th St from Blaine St from Blaine to Mill)

30	Storm Sewer Inlet 2'x3'	20	Each	\$800.00	\$16,000.00
31	Inlet Frame and Grate	20	Each	\$525.00	\$10,500.00
32	Remove Existing Storm Sewer	1000	LF	\$5.00	\$5,000.00
33	Remove Existing Inlet	18	Each	\$300.00	\$5,400.00
34	Remove Existing Manhole	13	Each	\$350.00	\$4,550.00
35	Asphalt Binder E-1	800	Ton	\$73.00	\$58,400.00
36	Asphalt Surface E-1	800	Ton	\$73.00	\$58,400.00
37	Crushed Aggregate Base 1 1/4" Dense	2800	CY	\$9.00	\$25,200.00
38	Adjust Existing Manhole Frame	3	Each	\$300.00	\$900.00
39	Adjust Existing Valve Boxes	10	Each	\$125.00	\$1,250.00
40	4 Inch Sidewalk	2200	SF	\$5.10	\$11,220.00
41	6 Inch Sidewalk & Driveway	1000	SF	\$5.60	\$5,600.00
42	Remove Asphaltic Pavement	7200	SY	\$3.00	\$21,600.00
43	Concrete Removal	2000	SF	\$0.50	\$1,000.00
44	Curb and Gutter Removal	3500	LF	\$2.50	\$8,750.00
45	30 Inch Curb and Gutter	4500	LF	\$14.00	\$63,000.00
46	Expansion Joint	200	LF	\$1.10	\$220.00
47	Saw Cutting Pavement	500	LF	\$2.75	\$1,375.00
48	Common Excavation	2000	CY	\$9.35	\$18,700.00
49	Excavation Below Subgrade	500	CY	\$10.50	\$5,250.00
50	Topsoil, Fertilize, Seed and Mulch	4000	SY	\$4.50	\$18,000.00
51	Remove Stumps	10	Each	\$60.00	\$600.00
52	Inlet Erosion Protection, Type D	20	Each	\$150.00	\$3,000.00
53	Traffic Control	1	LS	\$7,500.00	\$7,500.00
54	Silt Fence	200	LF	\$3.50	<u>\$700.00</u>
				Total=	\$825,040.00

SCHEDULE C



Date: February 10th, 2016

**PROPOSED ASSESSMENT
2016**

Estimate of special assessment as determined by the Board of Public Works, confirmed by the Common Council, to be assessed against parcel of land for said improvements by police power under Section 66.0703 of the Wisconsin Statutes.

Date of Original Hearing: February 24th, 2016

PIN:

Parcel #:

Property Address:

Property Owner/Mailing Address: Merrill WI 54452

Footage		Description	Unit Cost (\$)		Unit	Item total Cost	
Est.	Final		Est.	Final		Est.	Final
		Sq. Ft. of Sidewalk 50%	\$3.30		Per SF		
		Sq. Ft. of Sidewalk 100%	\$6.60		Per SF		
		L.F Curb & Gutter 50%	\$8.80		Per LF		
		L.F Curb & Gutter 100%	\$17.60		Per LF		
		Sq. Ft. of Driveway Upgrade			Per SF		
		L.F. Asphalt Paving 100%	\$20.24		Per LF		

Total estimated amount to be assessed to said Real Estate as determined by the Board of Public Works and approved by the Common Council under the Special Assessment Policy.	Total =		\$0.00	

Anticipated Date of Final Resolution April 12th, 2016

Attachment: 2016 EAST SIXTH STREET ENGINEERS REPORT (1535 : E. 6th St from Blaine to Mill)

SCHEDULE C CONTINUED

2016 East Sixth Street(Blaine to Mill St) Proposed Assessments

Physical				Sidewalk	C&G
<u>Address</u>	<u>Street</u>	<u>Name</u>	<u>Lot Frontage</u>	<u>Assessment</u>	<u>Assessment</u>
510	Blaine	Dennis & Sara Burdick	85	\$0.00	\$1,496.00
600	Blaine	Robert Galella & Pamela Hitz	85	\$0.00	\$1,496.00
509	Blaine	Matthew Kropp	99	\$0.00	\$1,742.40
601	Blaine	Robert Ricci	99	\$0.00	\$1,742.40
309	E Sixth	Scott Fillmore	50	\$0.00	\$880.00
306	E Sixth	Adele Huber	81	\$0.00	\$1,425.60
510	Douglas	Bryon Pfortmiller	100	\$0.00	\$1,760.00
312	E Sixth	Dean Dahlke	75	\$0.00	\$1,320.00
507	Douglas	Dan Szulczewski	72	\$49.50	\$633.60
400	E Sixth	Jessica Wolf	72	\$49.50	\$633.60
403	E Sixth	Edward & Amy Jo Wayda	50	\$49.50	\$440.00
402	E Sixth	T&T Evergreen Enterprises, LL	50	\$49.50	\$440.00
405	E Sixth	John & Charleen Giese	50	\$49.50	\$440.00
404	E Sixth	John & Beverly Traeger	50	\$49.50	\$440.00
409	E Sixth	Dean Dahlke	100	\$49.50	\$880.00
408	E Sixth	Laura Lechmaier	100	\$49.50	\$880.00
411	E Sixth	Chris & Lorrie Schiender	75	\$49.50	\$660.00
410	E Sixth	Richard & Carol Pehlke	60	\$49.50	\$528.00
508	Pier	Gary & Rachel Bartz	75	\$49.50	\$660.00
414	E Sixth	Invision Investment Properties,	90	\$49.50	\$792.00
509	Pier	Joseph Perry	67	\$49.50	\$589.60
502	E Sixth	Fred & Pamela Plegge	90	\$49.50	\$792.00
503	E Sixth	James & Julie Wiederhoeft	67	\$49.50	\$589.60
504	E Sixth	Jennifer & Chad Schmidt	90	\$49.50	\$792.00
510	Hendricks	Mary Stahoski & Gerald Robin	135	\$49.50	\$1,188.00
506	E Sixth	Harold Hopp	90	\$49.50	\$792.00
601	E Sixth	Timothy Brandt	135	\$49.50	\$2,376.00
600	E Sixth	Manda Strick & Kim Voight	90	\$49.50	\$792.00
606	E Sixth	Joseph Malsack & Jody Schmid	90	\$49.50	\$792.00
506	Cleveland	Larry & Colleen Woller	135	\$49.50	\$2,376.00
600	Cleveland	Lydia Bauman Trust	90	\$49.50	\$792.00
701	E Sixth	T&T Evergreen Enterprises, LL	68	\$49.50	\$598.40
700	E Sixth	Amy Hayes	48	\$49.50	\$422.40
703	E Sixth	Fred Reinichen	68	\$49.50	\$598.40
702	E Sixth	Steven & Lisa Hass	48	\$49.50	\$422.40
704	E Sixth	Walter & Nancy Plautz	66	\$49.50	\$580.80
706	E Sixth	Pauline & Wayne Polak	53	\$49.50	\$466.40
506	Scott	John & Linda Rautiola	136	\$49.50	\$1,196.80
710	E Sixth	Dylan Ruplinger	73	\$49.50	\$642.40
509	Scott	Christine Brown	117	\$49.50	\$1,029.60
800	E Sixth	David Hotzfeld	75	\$49.50	\$660.00
804	E Sixth	James & Paula Koppelman	75	\$49.50	\$660.00
806	E Sixth	Jan Lemmer Etal	50	\$49.50	\$440.00
506	Mill	Thomas & Adrienne Ponik	117	\$49.50	\$1,029.60
808	E Sixth	James & Sherryl Dallmann	50	<u>\$49.50</u>	<u>\$440.00</u>

TOTAL = \$1,831.50 \$40,348.00

E Sixth Street Total Assessment= **\$42,179.50**

Attachment: 2016 EAST SIXTH STREET ENGINEERS REPORT (1535 : E. 6th St from Blaine to Mill)

SCHEDULE D

STREET: East Sixth Street (Blaine Street to Mill Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Proposed Assessments

The assessed properties will benefit from the proposed improvements by replacing or installing new curb and gutter and sidewalk as needed. This will increase the value of the assessed property and allow for proper drainage thereby improving the safety and aesthetics of the assessed property. These improvements constitute an exercise of the police under Section 66.0703 of the Wisconsin Statutes.

The estimated total amount to be assessed for this project =	\$42,179.50
The estimated total project cost =	<u>\$825,040.00</u>
City of Merrill estimated total project cost=	\$782,860.50

Attachment: 2016 EAST SIXTH STREET ENGINEERS REPORT (1535 : E. 6th St from Blaine St to Mill)



**CITY OF MERRILL
ENGINEER'S REPORT
PROPOSED PUBLIC WORKS IMPROVEMENTS
AND ASSESSMENTS UNDER
THE POLICE POWERS**

STREET: Hendricks Street (Sixth Street – Eighth Street)

Project: Storm Sewer, Curb and Gutter and Asphaltic Paving.

In accordance with the preliminary resolution being presented to The Board of Public Works of the City of Merrill at the public hearing on Wednesday, February 24, 2016 at 6:00 p.m., I hereby submit my report on the assessment of benefits under the police power for the improvements to be made in the streets or portions of the street listed above.

This report consists of the following schedules attached hereto:

SCHEDULE A	Preliminary Plans and Specifications
SCHEDULE B	Estimate of Cost for the Proposed Improvements
SCHEDULE C	Proposed Assessment Rates and Parcel Assessments
SCHEDULE D	Proposed Total Assessments, Project Cost Details and Assessment Benefits

Respectfully Submitted

Roderick Akey, PE

Public Works Director/City Engineer

SCHEDULE A

STREET: Hendricks Street (Sixth Street – Eighth Street)

Project: Storm Sewer, Curb and Gutter and Asphaltic Paving.

Plans are in preliminary design phase only at the time of the public hearing and are subject to change. Final plans and specifications will be on file in the office of the City Engineer for inspection.

The project described above will be let out on bids to private contractors and completed in 2016.

SPECIFIC PROJECT NOTES:

1. Project initiated by the Board of Public Works and Water and Sewage Committee.
2. The project includes: replacement and upgrade of existing storm sewers, curb and gutter and pavement installation and replacement, limited sidewalk replacement associated with utility replacements.
3. The final design will include eight inches of crushed aggregate base course and three inches of asphaltic pavement.
4. Existing concrete or asphalt driveways will be replaced at no cost to the owner. Gravel driveways will be upgraded to asphalt or concrete with the cost of the upgrade to be assessed to the property owner.
5. Installation of additional sidewalk is not included in this project.

**SCHEDULE B
CITY OF MERRILL
2016 HENDRICKS STREET (E 6TH ST.- E 8TH ST.)
RECONSTRUCTION.**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>EST. QNTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ITEM AMOUNT</u>
1	Storm Sewer Manhole 4' Dia.	1	Each	\$1,500.00	\$1,500.00
2	Storm Sewer Manhole Frame and Cover	1	Each	\$475.00	\$475.00
3	12 Inch RCP Storm Sewer	50	LF	\$45.00	\$2,250.00
4	18 Inch RCP Storm Sewer	0	LF	\$52.00	\$0.00
5	Storm Sewer Inlet 2'x3'	1	Each	\$800.00	\$800.00
6	Inlet Frame and Grate	1	Each	\$525.00	\$525.00
7	Remove Existing Storm Sewer	50	LF	\$5.00	\$250.00
8	Remove Existing Inlet	1	Each	\$300.00	\$300.00
9	Remove Existing Manhole	1	Each	\$350.00	\$350.00
10	Asphalt Binder E-1	175	Ton	\$73.00	\$12,775.00
11	Asphalt Surface E-1	175	Ton	\$73.00	\$12,775.00
12	Crushed Aggregate Base 1 1/4" Dense	500	CY	\$9.00	\$4,500.00
13	Adjust Existing Manhole Frame	1	Each	\$300.00	\$300.00
14	Adjust Existing Valve Boxes	1	Each	\$125.00	\$125.00
15	4 Inch Sidewalk	200	SF	\$5.10	\$1,020.00
16	6 Inch Sidewalk & Driveway	200	SF	\$5.60	\$1,120.00
17	Remove Asphaltic Pavement	2162	SY	\$3.00	\$6,486.00
18	Concrete Removal	200	SF	\$0.50	\$100.00
19	Curb and Gutter Removal	1300	LF	\$2.50	\$3,250.00
20	30 Inch Curb and Gutter	1300	LF	\$14.00	\$18,200.00
21	Expansion Joint	40	LF	\$1.10	\$44.00
22	Saw Cutting Pavement	100	LF	\$2.75	\$275.00
23	Common Excavation	500	CY	\$9.35	\$4,675.00
24	Excavation Below Subgrade	200	CY	\$10.50	\$2,100.00
25	Topsoil, Fertilize, Seed and Mulch	1200	SY	\$4.50	\$5,400.00
26	Remove Stumps	0	Each	\$60.00	\$0.00
27	Inlet Erosion Protection, Type D	2	Each	\$150.00	\$300.00
28	Traffic Control	1	LS	\$1,000.00	\$1,000.00
29	Silt Fence	100	LF	\$3.50	\$350.00
	Total=				\$81,245.00

Attachment: 2016 HENDRICKS STREET ENGINEERS REPORT (1536 : Hendricks St from E. Sixth St to E. Eighth St)

SCHEDULE C



Date: February 10th, 2016

**PROPOSED ASSESSMENT
2016**

Estimate of special assessment as determined by the Board of Public Works, confirmed by the Common Council, to be assessed against parcel of land for said improvements by police power under Section 66.0703 of the Wisconsin Statutes.

Date of Original Hearing: February 24th, 2016

PIN:

Parcel #:

Property Address:

Property Owner/Mailing Address: Merrill WI 54452

Footage		Description	Unit Cost (\$)		Unit	Item total Cost	
Est.	Final		Est.	Final		Est.	Final
		Sq. Ft. of Sidewalk 50%	\$3.30		Per SF		
		Sq. Ft. of Sidewalk 100%	\$6.60		Per SF		
		L.F Curb & Gutter 50%	\$8.80		Per LF		
		L.F Curb & Gutter 100%	\$17.60		Per LF		
		Sq. Ft. of Driveway Upgrade			Per SF		
		L.F. Asphalt Paving 100%	\$20.24		Per LF		

Total estimated amount to be assessed to said Real Estate as determined by the Board of Public Works and approved by the Common Council under the Special Assessment Policy.			Total =	\$0.00	
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Anticipated Date of Final Resolution April 12th, 2016

Attachment: 2016 HENDRICKS STREET ENGINEERS REPORT (1536 : Hendricks St from E. Sixth St to E. Eighth St)

SCHEDULE C CONTINUED

2016 Hendricks Street (e 6th St. - E 8th St.) Proposed Assessments

Physical				Sidewalk	C&G
<u>Address</u>	<u>Street</u>	<u>Name</u>	<u>Lot Frontage</u>	<u>Assessment</u>	<u>Assessment</u>
506 E Sixth		Harold Hopp	142	\$49.50	\$1,249.60
600 E Sixth		Jean Fredrich	142	\$49.50	\$1,249.60
509 E Seventh		Harry & Dolores Kleinhans ET AL	142	\$49.50	\$1,249.60
601 E Seventh		Ronald & Rosalie Jaeger Trust	142	\$49.50	\$1,249.60
700 Hendricks		The Haunted Sawmill, LLC	256	\$49.50	\$2,252.80
601 E Eighth		Dennis & Sharon Karow	120	\$49.50	\$1,056.00
				TOTAL=	\$297.00
HENDRICKS STREET TOTAL ASSESSMENTS =					\$8,307.20
					\$8,604.20

Attachment: 2016 HENDRICKS STREET ENGINEERS REPORT (1536 : Hendricks St from E. Sixth St to E. Eighth St)

SCHEDULE D

STREET: Hendricks Street (East Sixth Street – East Eighth Street)

Project: Storm Sewer, Curb and Gutter and Asphaltic Paving.

Proposed Assessments

The assessed properties will benefit from the proposed improvements by replacing or installing new curb and gutter and sidewalk as needed. This will increase the value of the assessed property and allow for proper drainage thereby improving the safety and aesthetics of the assessed property. These improvements constitute an exercise of the police under Section 66.0703 of the Wisconsin Statutes.

The estimated total amount to be assessed for this project =	\$8,604.20
The estimated total project cost =	<u>\$81,245.00</u>
City of Merrill estimated total project cost=	\$72,640.80

Attachment: 2016 HENDRICKS STREET ENGINEERS REPORT (1536 : Hendricks St from E. Sixth St to E. Eighth St)



**CITY OF MERRILL
ENGINEER'S REPORT
PROPOSED PUBLIC WORKS IMPROVEMENTS
AND ASSESSMENTS UNDER
THE POLICE POWERS**

STREET: Eighth Street (Pier Street – Hendricks Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

In accordance with the preliminary resolution being presented to The Board of Public Works of the City of Merrill at the public hearing on Wednesday, February 24, 2016 at 6:00 p.m., I hereby submit my report on the assessment of benefits under the police power for the improvements to be made in the streets or portions of the street listed above.

This report consists of the following schedules attached hereto:

SCHEDULE A	Preliminary Plans and Specifications
SCHEDULE B	Estimate of Cost for the Proposed Improvements
SCHEDULE C	Proposed Assessment Rates and Parcel Assessments
SCHEDULE D	Proposed Total Assessments, Project Cost Details and Assessment Benefits

Respectfully Submitted

Roderick Akey, PE

Public Works Director/City Engineer

SCHEDULE A

STREET: Eighth Street (Pier Street – Hendricks Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Plans are in preliminary design phase only at the time of the public hearing and are subject to change. Final plans and specifications will be on file in the office of the City Engineer for inspection.

The project described above will be let out on bids to private contractors and completed in 2016.

SPECIFIC PROJECT NOTES:

1. Project initiated by the Board of Public Works and Water and Sewage Committee.
2. The project includes: replacement of existing sewer and water mains, replacement of existing sewer and water laterals as needed, replacement and upgrade of existing storm sewers, curb and gutter and pavement installation and replacement, limited sidewalk replacement associated with utility replacements.
3. The final design will include eight inches of crushed aggregate base course and three inches of asphaltic pavement.
4. Existing concrete or asphalt driveways will be replaced at no cost to the owner. Gravel driveways will be upgraded to asphalt or concrete with the cost of the upgrade to be assessed to the property owner.
5. Installation of additional sidewalk is not included in this project.

**SCHEDULE B
CITY OF MERRILL
2016 EAST EIGHTH STREET (PIER ST. - HENDRICKS ST.)
RECONSTRUCTION.**

<u>ITEM NO.</u>	<u>ITEM</u>	<u>EST. QNTY.</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL ITEM AMOUNT</u>
1	6 Inch DI Watermain	330	LF	\$63.00	\$20,790.00
2	6 Inch Valve with Box	3	Each	\$1,100.00	\$3,300.00
3	Hydrant	1	Each	\$4,100.00	\$4,100.00
4	Remove Existing Hydrant	1	Each	\$500.00	\$500.00
5	Abandon Old Watermain	1	LS	\$1,000.00	\$1,000.00
6	6 Inch 90 DEG Bend	0	Each	\$210.00	\$0.00
7	6 Inch 45 DEG Bend	0	Each	\$120.00	\$0.00
8	6 Inch Cross	1	Each	\$275.00	\$275.00
9	6 Inch DI Coupling	4	Each	\$205.00	\$820.00
10	6 Inch DI Plug/Cap	1	Each	\$136.00	\$136.00
11	3/4 Inch Corporation	5	Each	\$115.00	\$575.00
12	1 Inch Corporation	1	Each	\$128.00	\$128.00
13	3/4 Inch Curb Stop with Box	3	Each	\$185.00	\$555.00
14	3/4 Inch Water Service	100	LF	\$40.00	\$4,000.00
15	1 Inch Water Service	20	LF	\$42.00	\$840.00
16	3/4 Inch & 1 Inch Rehook	3	Each	\$100.00	\$300.00
17	12 Inch PVC Sanitary Main	330	LF	\$38.00	\$12,540.00
18	Lift Station	0	LS	\$25,000.00	\$0.00
19	8 Inch x 4 or 6 Inch WYE	0	Each	\$125.00	\$0.00
20	12 Inch x 4 or 6 Inch WYE	6	Each	\$180.00	\$1,080.00
21	4 Inch Sanitary Sewer Lateral	100	LF	\$20.00	\$2,000.00
22	6 Inch Sanitary Sewer Lateral	30	LF	\$22.00	\$660.00
23	4 Foot Dia. Sanitary Manhole	1	Each	\$1,500.00	\$1,500.00
24	Sanitary Sewer Manhole Frame and Cover	1	Each	\$475.00	\$475.00
25	Insulation (4'x8'x2")	10	Each	\$70.00	\$700.00
26	Storm Sewer Manhole 4' Dia.	0	Each	\$1,500.00	\$0.00
27	Storm Sewer Manhole Frame and Cover	0	Each	\$475.00	\$0.00
28	12 Inch RCP Storm Sewer	40	LF	\$45.00	\$1,800.00
29	18 Inch RCP Storm Sewer	0	LF	\$52.00	\$0.00

Attachment: 2016 EAST EIGHTH STREET ENGINEERS REPORT (1537 : E. 8th St from Pier St to Hendricks St)

30	Storm Sewer Inlet 2'x3'	3	Each	\$800.00	\$2,400.00
31	Inlet Frame and Grate	3	Each	\$525.00	\$1,575.00
32	Remove Existing Storm Sewer	40	LF	\$5.00	\$200.00
33	Remove Existing Inlet	3	Each	\$300.00	\$900.00
34	Remove Existing Manhole	1	Each	\$350.00	\$350.00
35	Asphalt Binder E-1	90	Ton	\$73.00	\$6,570.00
36	Asphalt Surface E-1	90	Ton	\$73.00	\$6,570.00
37	Crushed Aggregate Base 1 1/4" Dense	400	CY	\$9.00	\$3,600.00
38	Adjust Existing Manhole Frame	0	Each	\$300.00	\$0.00
39	Adjust Existing Valve Boxes	1	Each	\$125.00	\$125.00
40	4 Inch Sidewalk	100	SF	\$5.10	\$510.00
41	6 Inch Sidewalk & Driveway	100	SF	\$5.60	\$560.00
42	Remove Asphaltic Pavement	1000	SY	\$3.00	\$3,000.00
43	Concrete Removal	200	SF	\$0.50	\$100.00
44	Curb and Gutter Removal	0	LF	\$2.50	\$0.00
45	30 Inch Curb and Gutter	600	LF	\$14.00	\$8,400.00
46	Expansion Joint	40	LF	\$1.10	\$44.00
47	Saw Cutting Pavement	52	LF	\$2.75	\$143.00
48	Common Excavation	200	CY	\$9.35	\$1,870.00
49	Excavation Below Subgrade	100	CY	\$10.50	\$1,050.00
50	Topsoil, Fertilize, Seed and Mulch	600	SY	\$4.50	\$2,700.00
51	Remove Stumps	0	Each	\$60.00	\$0.00
52	Inlet Erosion Protection, Type D	3	Each	\$150.00	\$450.00
53	Traffic Control	1	LS	\$1,000.00	\$1,000.00
54	Silt Fence	100	LF	\$3.50	<u>\$350.00</u>
				Total=	\$100,541.00

Attachment: 2016 EAST EIGHTH STREET ENGINEERS REPORT (1537 : E. 8th St from Pier St to Hendricks St)

SCHEDULE C



Date: February 10th, 2016

**PROPOSED ASSESSMENT
2016**

Estimate of special assessment as determined by the Board of Public Works, confirmed by the Common Council, to be assessed against parcel of land for said improvements by police power under Section 66.0703 of the Wisconsin Statutes.

Date of Original Hearing: February 24th, 2016

PIN:

Parcel #:

Property Address:

Property Owner/Mailing Address: Merrill WI 54452

Footage		Description	Unit Cost (\$)		Unit	Item total Cost	
Est.	Final		Est.	Final		Est.	Final
		Sq. Ft. of Sidewalk 50%	\$3.30		Per SF		
		Sq. Ft. of Sidewalk 100%	\$6.60		Per SF		
		L.F Curb & Gutter 50%	\$8.80		Per LF		
		L.F Curb & Gutter 100%	\$17.60		Per LF		
		Sq. Ft. of Driveway Upgrade			Per SF		
		L.F. Asphalt Paving 100%	\$20.24		Per LF		

Total estimated amount to be assessed to said Real Estate as determined by the Board of Public Works and approved by the Common Council under the Special Assessment Policy.	Total =		\$0.00	

Anticipated Date of Final Resolution April 12th, 2016

Attachment: 2016 EAST EIGHTH STREET ENGINEERS REPORT (1537 : E. 8th St from Pier St to Hendricks St)

SCHEDULE C CONTINUED

2016 East Eighth Street (Pier Street - Hendricks Street) Proposed Assessments

Physical

<u>Address</u>	<u>Street</u>	<u>Name</u>	<u>Lot Frontage</u>	<u>Sidewalk Assessment</u>	<u>C&G Assessment</u>
500 E Eighth		Daniel Bacher	67	\$49.50	\$1,179.20
501 E Eighth		Barbara Schulz	135	\$49.50	\$2,376.00
504 E Eighth		Andrew & Kristina Proulx	67	\$49.50	\$1,179.20
506 E Eighth		Creative Finance Group, LLC	45	\$49.50	\$792.00
700 Hendricks		The Haunted Sawmill, LLC	135	\$49.50	\$2,376.00
510 E Eighth		Ricky & Ninette Candler	90	\$49.50	\$1,584.00
TOTAL=				\$297.00	\$9,486.40
EAST EIGHTH STREET TOTAL ASSESSMENTS =					\$9,783.40

Attachment: 2016 EAST EIGHTH STREET ENGINEERS REPORT (1537 : E. 8th St from Pier St to Hendricks St)

SCHEDULE D

STREET: Eighth Street (Pier Street – Hendricks Street)

Project: Sanitary Sewer, Water Main, Storm Sewer, Curb and Gutter and Asphaltic Paving.

Proposed Assessments

The assessed properties will benefit from the proposed improvements by replacing or installing new curb and gutter and sidewalk as needed. This will increase the value of the assessed property and allow for proper drainage thereby improving the safety and aesthetics of the assessed property. These improvements constitute an exercise of the police under Section 66.0703 of the Wisconsin Statutes.

The estimated total amount to be assessed for this project =	\$9,783.40
The estimated total project cost =	<u>\$100,541.00</u>
City of Merrill estimated total project cost=	\$90,757.60



February 25, 2016

City of Merrill
Clerk, Bill Heideman
1004 E 1st ST
Merrill, WI 54452

Dear Bill:

Upon the closing of the sale of the stores at 1312 W Main St and 702 N Center Ave, Merrill, WI 54452 to CAP Operations, Inc., SSG Corporation will voluntarily surrender its licenses for the location at 1312 W Main St and 702 N Center Ave, Merrill, WI 54452 to the municipality.

Thank you,

Gail N. Dahlstrom
Executive Vice President/COO



Since 1971

715-386-8281 651-436-7498 715-386-7421 Fax
P.O. Box 1000 512 Second Street Hudson, WI 54016

10.1.b

Packet Pg. 76

456-1029096087-02

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Approx. March 15 20 16 :
ending June 30 20 16

TO THE GOVERNING BODY of the: Town of } MERRILL
 Village of }
 City of }

County of Lincoln Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): CRP OPERATIONS

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>SEE ATTACHED</u>		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>GAIL CLOSSER</u>		
Directors/Managers			

3. Trade Name HOLIDAY #71 Business Phone Number 210-692-2140
4. Address of Premises 702 N. CENTER AVE, MERRILL Post Office & Zip Code PA 154452

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state DELAWARE and date 7-31-16 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SINGLE STORY CONVENIENCE STORE - SEE ATTACHED

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? SSG HOLIDAY
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 12 day of February, 20 16
Eileen M. Watson
(Clerk/Notary Public)
My commission expires 1-23-2017

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Eileen M. Watson, Notary Public
City of Allentown, LEHIGH COUNTY
My Commission Expires Jan. 23, 2017

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2/15/16</u>	Date reported to council/board <u>2/22/16</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

PA RATED

456-1029096087-02

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning APPROX. March 15 20 16 ;
ending JUNE 30 20 16

TO THE GOVERNING BODY of the: Town of Village of City of } MERRILL

County of LINCOLN Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN): <u>47-4681784</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input checked="" type="checkbox"/> Class A beer	\$ <u>33.36</u>
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>10.00</u>
TOTAL FEE	\$ <u>43.36</u>

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): CAP OPERATIONS

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>SEE ATTACHED</u>		
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>MARY J. HOPELE</u>		
Directors/Managers			

3. Trade Name HOLIDAY #49 Business Phone Number 210-692-2140
4. Address of Premises 1312 W. MAIN ST. MERRILL Post Office & Zip Code WI 54452

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state DELAWARE and date 7-31-15 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) SINGLE STORY CONVENIENCE STORE

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? SSG HOLIDAY
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 12 day of February, 20 16

Eileen M. Watson Notary Public
My commission expires 1-23-2017

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2/15/16</u>	Date reported to council/board <u>2/22/16</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

PA
11/21/16

FEE \$ 10-

Application Date: 11/21/16

Town Village City of Merrill County of Lincoln

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4/30/16 and ending 4/30/16 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Merrill Historical Society

(b) Address 100 E. Third Street, Merrill, WI 54452
(Street) Town Village City

(c) Date organized 1978

(d) If corporation, give date of incorporation 1978

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Bea Lebal, 100 E. Third St, Merrill, WI 54452

Vice President Mike Weckwerth, 100 E. Third St, Merrill, WI 54452

Secretary Dave Johnson, 100 E. Third St, Merrill, WI 54452

Treasurer Patricia Burg, 100 E. Third St, Merrill, WI 54452

(g) Name and address of manager or person in charge of affair: _____

Jane Francoeur, 100 E. Third St, Merrill, WI 54452

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 100 E. Third St, Merrill, WI 54452

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover.

3. NAME OF EVENT

(a) List name of the event 2016 History Hunt

(b) Dates of event Saturday, April 30, 2016

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Merrill Historical Society
(Name of Organization)

Officer Bea Lebal 1-21-16 President
(Signature/date)

Officer _____
(Signature/date)

Officer Patricia Burg 1-21-16 Treasurer
(Signature/date)

Officer [Signature] 11/21/16
(Signature/date)

Date Filed with Clerk 11/21/16

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

**City of Merrill
Board of Canvass
Monday, February 22, 2016 at 8:45 A.M.
Basement Conference Room, City Hall**

Members Present: Ron Turner, Kathy Seubert and City Clerk Bill Heideman

Others Present: None

The meeting was called to order by City Clerk Heideman at 8:45 A.M.

City Clerk Heideman stated that the purpose of the Board of Canvass meeting is to process any late-arriving and/or provisional ballots for the February 16, 2016, election. He reported that there was one provisional ballot in District 2 and three late-arriving ballots, one each in Districts 1, 3 and 6. There were no provisional or late-arriving ballots in Districts 4, 5, 7 and 8.

The Board of Canvass processed the information for Districts 4, 5, 7 and 8. A Statement of the Municipal Board of Canvass and a Record of MOBC Activity was completed for each district to record that there were no late-arriving and/or provisional ballots.

The Board of Canvass processed the late-arriving ballots for Districts 1, 3 and 6. All of the ballots were postmarked prior to the February 16th election and received before 4:00 p.m. on the Friday after the election on February 19th. Each voter was verified as a registered voter. The Absentee Ballot Certification was signed by each voter and had the required witness signature. The last voter number for each district was amended to reflect the late-arriving ballots. Each ballot was recorded on the Absentee Ballot Log. The votes cast by each elector were recorded on the write in Tally Sheet. Each ballot was then placed in the late-arriving Absentee Ballot Container bag for their district and properly sealed.

The last item to be processed by the Board of Canvass was a provisional ballot in District 2. The voter cast her ballot on Election Day without photo identification. The voter then has until 4:00 p.m. the Friday after the election to provide photo identification to the City Clerk's office for the ballot to be counted. The Board of Canvass verified that photo identification was received timely. The votes cast by the elector were recorded on the write in Tally Sheet and then the ballot was placed in the Ballot Container bag and sealed.

The Clerk reported that there were no other late-arriving or provisional ballots to process. He will deliver the completed reports and materials to the County Clerk's office to verify the results of the Municipal Board of Canvass.

Public Comment – None.

Motion by Kathy Seubert, seconded by Ron Turner, to adjourn. Carried.

Adjourned at 10:05 a.m.

Minutes prepared and submitted by Kathy Seubert



CITY OF MERRILL
BOARD OF PUBLIC WORKS
MINUTES • WEDNESDAY FEBRUARY 24, 2016

Regular Meeting

City Hall Council Chambers

5:30 PM

1. Call to Order

Mayor Bialecki called the meeting to order at 5:30 P.M.

Attendee Name	Title	Status	Arrived
Pete Lokemoen	Aldersperson - Second District	Present	
Ryan Schwartzman	Aldersperson - Third District	Present	
Rob Norton	Aldersperson - Seventh District	Present	
Bill Bialecki	Mayor	Present	

Also in attendance: City Administrator Dave Johnson, Public Works Director/City Engineer Rod Akey, Utility Superintendent Kim Kriewald, City Attorney Tom Hayden, Finance Director Kathy Unertl, Police Chief Ken Neff, Parks and Recreation Director Dan Wendorf, Alderman Dave Sukow, Alderwoman Kandy Peterson, Joseph Florian, Stephanie Yonke, Erik Pfantz, Kyle Gulke, Joe Gehin (Becher Hoppe) and City Clerk Bill Heideman.

Hearings attendees included: Roger Brandt, Gerane Brandt, Kathy Seubert, Ned Seubert, Garth Swanson, Kurt Helmstadter, Isaac Donn, Brenda Mamer, Dale Rasmussen, Nate Stenberg, Seth Gryskiewicz, Dave Stenberg and Luke Pflugsten.

2. Preliminary items:

1. Vouchers

Motion (Schwartzman/Lokemoen) to approve.

RESULT:	APPROVED
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3. Other agenda items for consideration:

1. Consider appeal from Joseph Florian on bill he received for Street Dept. weed & grass cutting at 207 N. State St.

Joseph Florian, the property owner at 207 N. State Street, has received a special assessment charge of \$168.80 as a result of the Street Department removing tall grass and weeds at that resident. Mr. Florian is appealing that charge.

Joseph Florian addressed the board. He contends that he was not given adequate and proper notification, questioning whether certified mail is the proper way of notification. He suggested e-mail or cell phones as alternate avenues of notification. In his opinion, the policy is selective and unfair. He also claims that a \$168 charge is excessive.

City Attorney Hayden suggested that a decision on this be delayed until the next meeting. In the meantime, City Attorney Hayden will conduct research related to this issue and appeal.

No action was taken at this time.

2. Discuss speed limit, signage and road markings on East Main Street (Court Street to Mill Street).

This item was also discussed at the February 24th, 2016 Health and Safety Committee meeting. At that meeting, no action was taken.

Erik Pfantz and Kyle Gulke are suggesting that, with the implementation of angle parking, there are increased safety concerns related to pedestrians. They are suggesting lowered the speed limit to 15 mph in this area, as well as adding signage and street markings.

Police Chief Neff stated that he has not received any official complaints on this issue. Alderman Schwartzman and Alderman Lokemoen stated that they do not see any need for any action at this time. Alderman Norton responded that he would be in favor of increased signage.

No action was taken at this time.

3. Consider Bike Route Designation proposals as recommended by the Parks & Recreation Commission.

Parks and Recreation Director Wendorf explained that the Parks and Recreation Commission has approved bike routes. Information related to those routes was in the meeting packet.

Alderman Norton stated that he would be in favor of even more bike routes. Parks and Recreation Director Wendorf responded that approving these routes would be a good starting point, and that additional routes could be planned and added later.

Motion (Lokemoen/Norton) to approve the concept of the bike routes, as submitted.

RESULT:	APPROVED
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4. Continue discussion of policies related to parking on unimproved services, including memo from City Attorney Hayden.

Note: This was the first agenda item considered after the public hearings were concluded. The remaining agenda items then followed in order.

A memo from City Attorney Hayden was in the meeting packet.

City Attorney Hayden explained that numerous complaints have been received relating to people parking on unimproved surfaces. He suggested that the best way to approach this issue would be provide advance notice that the ordinance would be enforced, followed by actual ordinance enforcement. A preliminary step in that process would be to determine whether gravel is considered an improved surface. Most municipalities have an ordinance prohibits parking on unimproved surfaces, including gravel.

Alderman Lokemoen requested that City Attorney Hayden submit an ordinance to the next meeting, for discussion and revision.

No action was taken at this time.

5. Review Code of Ordinances 32.91(c) related to placing snow on streets.

Interim Street Superintendent Drewek had requested that this item be placed on the agenda.

There is currently an ordinance that allows the placing on snow in the streets. Public Works Director/City Engineer Akey stated that he believe the ordinance was to allow businesses to remove snow in the vicinity of their business, but that the ordinance was not intended to allow private residents to place snow in the streets.

Alderman Lokemoen requested that City Attorney Hayden prepare and submit a revised ordinance to the next meeting.

No action was taken at this time.

6. Discuss curb & gutter installation and Special Assessments on Eugene Street.

Public Works Director/City Engineer Akey had requested this agenda item. He is proposed that the installation of curb and gutter be excluded from a 350 foot "fill" section of Eugene Street, as part of that upcoming project. He believes that the section will not be developed in the near future.

Alderman Lokemoen stated that he has reservations about reversing a 40-year old policy. Alderman Sukow remarked that he also is against granting a "waiver" to policy. Alderman Lokemoen suggested taking no action on the "waiver" request at this time.

No action was taken.

7. Public information/discussion of Edgewater Drive/Highland Drive 2017 Improvements.

Alderman Lokemoen stated that the property owners should be aware that this project will eventually be approved and completed. The project will be subject to a public hearing in 2017.

Public Works Director/City Engineer Akey provided an overview of the project.

Garth Swanson suggested the possibility of TIF funding to help pay for this project. He also asked whether the amount of the charges could vary dramatically from the estimates. Alderman Lokemoen responded that normally the actual charges do not vary dramatically from estimates.

Jody Lokemoen asked and received answers to several questions related to the project.

No action was taken.

4. Public Hearings (6:00 P.M.):

Note: Because the public hearings were scheduled to begin at 6:00 P.M, the hearings began immediately after the agenda item related to bicycle route designations.

City Attorney Hayden read the public hearings notice.

1. Project related to sidewalk inspection pursuant to the City sidewalk inspection policy. Sidewalk maintenance area is generally confined to the Third District, west of Pier Street and South of East Third Street.

Public Works Director/City Engineer Akey provided a project overview.

Motion (Schwartzman/Lokemoen) to open the public hearing. Carried.

Nobody spoke for or against the project.

Motion (Schwartzman/Lokemoen) to close the public hearing. Carried.

A recommendation to approve this project was part of a motion made after all five public hearings.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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2. Project related to reconstruction of Blaine Street from East Fifth Street, north to dead end.

Public Works Director/City Engineer Akey provided a project overview.

Representing the Haunted Sawmill, Evelyn Lee expressed concern that the special assessment for the Haunted Sawmill would be significant. She expressed surprise that they would be assessed for sidewalk.

A recommendation to approve this project was part of a motion made after all five public hearings.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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3. Project related to the reconstruction of East Sixth Street from Blaine Street to North Mill Street.

Public Works Director/City Engineer Akey provided a project overview.

Nobody spoke for or against the project.

A recommendation to approve this project was part of a motion made after all five public hearings.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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4. Project related to the reconstruction of Hendricks Street from East Sixth Street to East Eighth Street.

Public Works Director/City Engineer Akey provided a project overview.

Nobody spoke for or against the project.

A recommendation to approve this project was part of a motion made after all five public hearings.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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5. Project related to the reconstruction of East Eighth Street from Pier Street to Hendricks Street.

Public Works Director/City Engineer Akey provided a project overview.

Nobody spoke for or against the project.

Motion (Lokemoen/Schwartzman) to recommend approving all five project as presented.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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5. Monthly Reports:

1. Building Inspector/Zoning Administrator Pagel

The report was in the meeting packet.

2. Consider placing monthly report on file

Motion (Lokemoen/Schwartzman) to place the monthly report on file.

RESULT:	PLACED ON FILE
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6. Establish date, time and location of next regular meeting

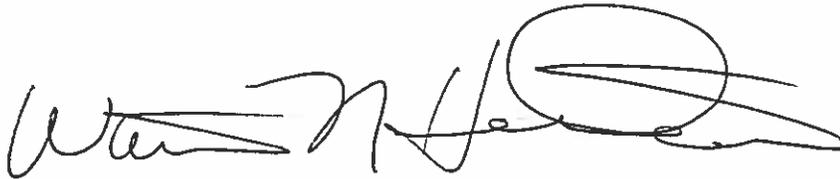
Wednesday, March 23rd, 2016 at 4:00 P.M. in the City Hall Common Council Chambers.

7. Public Comment Period

Kurt Helmstadter reminded everyone that the City already has ordinances related to parking on unimproved surfaces and related to placing snow in the streets. He suggested that no more ordinances be passed if they are not going to be enforced.

8. Adjournment

Motion (Schwartzman/Lokemoen) to adjourn. Carried. Adjourned at 7:48 P.M.





CITY OF MERRILL
CITY PLAN COMMISSION
MINUTES • TUESDAY MARCH 1, 2016

Regular Meeting

City Hall Council Chambers

5:00 PM

I. Call to Order

Mayor Bialecki called the meeting to order at 5:00 P.M.

Attendee Name	Title	Status	Arrived
Pete Lokemoen	Aldersperson - Second District	Excused	
Bill Bialecki	Mayor	Present	
Mike Willman	Chairman - Park & Rec	Excused	
Ralph Sturm		Present	
Melissa Schroeder		Present	
Ken Maule		Present	
Robert Reimann		Present	

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Public Works Director/City Engineer Rod Akey, Building Inspector/Zoning Administrator Darin Pagel, Alderwoman Kandy Peterson, Alderman Dave Sukow, Dennis Lawrence, Brad Sippel and City Clerk Bill Heideman.

II. Minutes of previous meeting(s):

1. Minutes of January 5, 2016 meeting

Motion (Sturm/Schroeder) to approve.

RESULT:	APPROVED
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III. Agenda items related to update of City Comprehensive Plan

1. Comprehensive Plan Status

Representing North Central Wisconsin Regional Planning Commission, Dennis Lawrence provided information on the status of the ongoing process of updating the City Comprehensive Plan. He then gave a preview of upcoming steps in the process.

2. Natural Resources Chapter Review

Dennis Lawrence provided information on the Natural Resources chapter of the plan update, including background, inventory, trends, goals, objectives and policies. He also answered questions and accepted input from commission members.

3. Utilities & Community Facilities Chapter Review

Representing North Central Wisconsin Regional Planning Commission, Brad Sippel provided information on the Utilities & Community Facilities chapter of the plan update, including background, inventory, trends, goals, objectives and policies. He also answered questions and accepted input from commission members.

4. Survey Review and Discussion

Dennis Lawrence provided information on a draft version of a citizen survey being prepared. He also answered questions related to the survey and accepted input from commission members.

If anyone has a question, comment or concern related to the survey, they are to contact either Dennis Lawrence or City Administrator Johnson.

IV. Public Comment Period

There was no public comment.

V. Establish date, time and location of next meeting

The next meeting will be at the call of the chairperson.

VI. Adjournment

Motion (Schroeder/Reimann) to adjourn. Carried. Adjourned at 5:49 P.M.

A handwritten signature in black ink, appearing to be "W. Schroeder", is written across the page.



CITY OF MERRILL
COMMITTEE OF THE WHOLE
MINUTES • TUESDAY FEBRUARY 9, 2016

Regular Meeting

City Hall Council Chambers

6:30 PM

I. Call to Order

Mayor Bialecki called the meeting to order at 6:30 P.M.

Attendee Name	Title	Status	Arrived
Chris Malm	Aldersperson - First District	Excused	
Pete Lokemoen	Aldersperson - Second District	Present	
Ryan Schwartzman	Aldersperson - Third District	Present	
Kandy Peterson	Aldersperson - Fourth District	Present	
John Burgener	Aldersperson - Fifth District & President	Present	
Dave Sukow	Aldersperson - Sixth District	Present	
Rob Norton	Aldersperson - Seventh District	Present	
Tim Meehean	Aldersperson - Eighth District	Present	
Bill Bialecki	Mayor	Present	

Other attendees included: City Administrator Dave Johnson, Public Works Director/City Engineer Rod Akey, Police Lieutenant Matt Drabek, Transit Director Rich Grenfell, City Attorney Tom Hayden, Building Inspector/Zoning Administrator Darin Pagel, Finance Director Kathy Unertl, Park & Recreation Director Dan Wendorf and City Clerk Bill Heideman.

II. Public Comment Period

There was no public comment.

III. Agenda Items:

1. Consider a proposal from Kindhearted Home Care, LLC for a development previously planned for 900 East First Street to relocate to 120 South Mill Street (former Lincoln House site) and related matters.

Kindhearted Home Care, LLC is in the process of locating a facility at 900 East First Street. They are now requesting a proposal to instead locate that facility at 120 South Mill Street, the former Lincoln House site.

Representing Kindhearted Home Care, Diane Goetsch addressed the committee. She verbally provided historical information on Kindhearted Home Care, as well as future plans and goals.

Motion (Meehean/Burgener) to approve the proposal. If the proposal is approved, a development agreement would be drafted. That agreement would be subject to Commom Council approval.

RESULT:	APPROVED & SENT TO COUNCIL
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IV. Adjournment

Motion (Burgener/Schwartzman) to adjourn. Carried. Adjourned at 6:35 P.M.



CITY OF MERRILL
HEALTH AND SAFETY COMMITTEE
MINUTES • MONDAY FEBRUARY 22, 2016

Regular Meeting

City Hall Council Chambers

5:00 PM

I. Call to Order

Alderman Sukow called the meeting to order at 5:00 P.M.

Table with 4 columns: Attendee Name, Title, Status, Arrived. Rows include Chris Malm, Kandy Peterson, and Dave Sukow.

Others in attendance: City Administrator Dave Johnson, Fire Chief Dave Savone, Police Chief Ken Neff, Deputy Health Officer Norbert Ashbeck, Alderman Rob Norton, Erik Pfantz, Kyle Gulke and City Clerk Bill Heideman.

II. Nuisance Complaints and Vouchers:

1. Vouchers

Police Chief Neff and Fire Chief Savone answered questions related to the vouchers.

Motion (Peterson/Malm) to approve.

RESULT: APPROVED

2. Nuisance Complaints

The nuisance complaints were discussed before the vouchers.

Deputy Health Officer Ashbeck reported on the cases in the meeting packet.

Discussion was held on a mold problem in several apartments. The owner will be contacted regarding this reoccurring problem.

Alderman Malm expressed concern that certain cases are not being resolved in a more timely manner.

III. Picnic and/or Liquor License Applications:

1. Consider application from CAP Operations, Gail Closser, Agent, for a Class "A" (beer) and a "Class A" (liquor) license for Holiday #71, 702 N. Center Avenue, effective March 15, 2106.

Police Chief Neff has no concerns with the application.

Motion (Peterson/Malm) to approve.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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2. Consider application from CAP Operations, Mary J. Hofele, Agent, for a Class "A" (beer) license for Holiday #49, 1312 W. Main Street, effective March 15, 2016.

Police Chief Neff has no concerns with the application.

Motion (Malm/Peterson) to approve.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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3. Consider application from the Merrill Historical Society, 100 East Third Street, for a temporary Class "B" license to sell fermented malt beverages and wine at 100 East Third Street on Saturday, April 30, 2016, as part of the 2016 History Hunt.

Police Chief has no concerns with the application.

Motion (Malm/Peterson) to approve.

RESULT:	APPROVED & SENT TO COUNCIL	Next: 3/8/2016 7:00 PM
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4. Any other license application(s):

None.

IV. Other agenda items to consider:

1. Discuss, speed limit, signage and road markings on East Main Street (Court Street to Mill Street).

Erik Pfantz and Kyle Gulke had requested that this item be placed on the agenda.

Mr. Pfantz and Mr. Gulke have concerns that, with the implementation of angle parking, it is more difficult and dangerous for people backing out of parking spots. They also have concerns related to pedestrians, and consequently would like to see a speed limit reduction in that area, as well as additional signage and street markings.

Alderman Sukow responded that the Board of Public Works currently handles these types of issues, and he added that the request was also on the February 24th Board of Public Works meeting agenda.

No action was taken.

2. Discuss and consider Internet Exchange Safe Zone in Merrill

Alderman Rob Norton had requested that this item be placed on the agenda.

Alderman Norton addressed the committee. He began by explaining the correct terminology is Internet Safe Exchange Zone. Establishing such a zone would provide buyers and sellers a safe area to exchange goods and services when buying/selling via the Internet. Alderman Norton is proposing that this zone be established in the parking lot at the Lincoln County Safety Building. Although there are cameras in the parking lot, it is not monitored 24 hours per day. Alderman Norton explained that 24-hour monitoring is not a necessary component of a safe zone.

Fire Chef Savone remarked that the fire station has cameras on all four sides of the building.

Alderman Sukow indicated that it appears the committee is in favor of establishing this zone, as long as it is approved by the Lincoln County Sheriff. The parking lot being suggested for the zone is on county-owned land. Discussion was held on who would be responsible for purchasing a sign for the zone. It was suggested that the City could bear this cost.

No formal action was taken.

3. Consider Ordinance Repealing Chapter 2, Article VI, Section 2-151 to eliminate the Parking Commission

Mayor Bialecki had requested that this item be placed on the agenda. The ordinance is being considered because the Parking Commission has not met for some time, and as of late, the duties assigned to the Parking Commission have actually been assumed by the Board of Public Works.

RESULT:

APPROVED & SENT TO COUNCIL

Next: 3/8/2016 7:00 PM

4. Follow-up Report on Alcohol Compliance

Police Chief Neff reported that all businesses that were required to meet with him to discuss compliance have done so. Also, all eight businesses that were issued citations as a result of the most recent compliance check have attended the server class.

Another round of compliance checks is scheduled to be held in summer.

V. Monthly Reports:

1. Fire Chief Savone

Fire Chief Savone reported that the new cot purchased by the Bierman Foundation is now in service.

Discussion was held on policies related to transfers that are not medically necessary.

The Community Care Paramedic program is currently being discussed. More information on this program will be available in the next 6 to 8 months.

A new vehicle is scheduled to arrive February 24th.

2. Police Chief Neff

Police Chief Neff reported that new driver feedback signs are installed and in operation. These new signs were purchased by grant funding and a private donation.

The two newest officers seem to be doing well. A new squad car has arrived. Officer in-service training will be conducted in March.

3. Lincoln County Humane Society

The Grand Opening for the new facility will be held on Saturday, February 27th.

4. Consider placing monthly reports on file

Motion (Peterson/Malm) to place the monthly reports on file.

RESULT: PLACED ON FILE

VI. Establish date, time and location of next regular meeting

Monday, March 28th, 2016 at 5:00 P.M. in the City Hall Common Council Chambers.

VII. Public Comment Period

There was no public comment.

VIII. Adjournment

Motion (Peterson/Malm) to adjourn. Carried. Adjourned at 5:48 P.M.



**THE HOUSING AUTHORITY OF THE CITY OF MERRILL
215 GRAND AVENUE, MERRILL, WI 54452**

Special Meeting of the Commissioners of the Merrill Housing Authority

WEDNESDAY, January 27, 2016, 4:00 P.M., Park Place, 215 Grand Ave, Merrill, WI

The Commissioners and Executive Director will meet to share information and plans for the Fire Station.

Present: Chairman Kathy Colclasure, Denise Humphrey, Amanda Kostman, Paul Wagner, James Erno, Russell Grefe, and Wayne Zimmerman

PARK PLACE – PUBLIC HOUSING – Jan. 27, 2016, 4:00 p.m. Park Place,
215 and Ave, Merrill, WI

The meeting was called to order by Chairman Colclasure

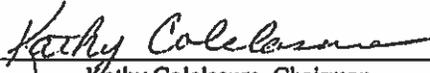
Public Comment - None

Sharing of information dealing with the Fire Station project:

A meeting was held to share information concerning the purchase of the Fire Station and for possible uses for the building. Commissioner Wagner suggested that input from other agencies such as the Warming Center committee, Homeless committee, and Veterans Affairs be sought to ascertain if there was any interest in using the space. This caused a discussion as to what type of use HUD would approve for the Fire Station. Wagner suggested that the HUD office be contacted to get clarification on this issue. Other possible uses included office space, a community center and the removal of the existing building to create covered parking for the tenants or a more efficient, modern office building. It was brought out that the Housing Authority had an obligation to preserve the historical value of building and that Grefe should check into the wording of the purchase agreement. The discussion then turned to the issue of the roof replacement and the commissioners indicated that they wanted to move forward with those plans. Financing of the project was also discussed as well as developing a site plan for the entire parking area. As the purpose of this meeting was to share ideas and information, no motions were made on this topic.

Motion to adjourn Erno/Wagner. Motion passed unanimously.

Next Regular Meeting Date: Wednesday February 10, 2016, 4:00 p.m. at Jenny Towers Library, 711 E. First Street, Merrill, WI.



Kathy Colclasure, Chairman

2-17-16
Date

It should be noted that the recording secretary for these minutes has left employment of the Housing Authority and consequently there is no signature line for that position on these minutes.

**REGULAR MONTHLY MEETING OF THE HOUSING AUTHORITY
COMMISSIONERS OF THE CITY OF MERRILL, WISCONSIN**

Wednesday, February 10, 2016, 4:00 P.M., Jenny Towers Library 711 E First Street, Merrill, WI

PRESENT: Chairman Kathy Colclasure, Amanda Kostman, James Erno, Paul Wagner, Rob Norton (Ex-Officio), Wayne Zimmerman, and Kay Tautges.

ABSENT: Denise Humphrey

SECTION-8 HOUSING- JENNY TOWERS and SCATTERED SITES MEETING called to order by Chairman Kathy Colclasure. Motion to excuse Denise Humphrey. Wagner/Kostman. Motion passed unanimously.

Public Comment Period: Lucy Pehlke, #314 asked if the public comment period could be moved further down on the agenda so that tenants can comment on items which are being addressed at the current meeting. She would like to know what is happening with the wiring project and asked if a vending machine could be installed in the laundry room. Mary Peters, #206 would also like to have a vending machine here. Denise Humphrey arrived a meeting. Kay Gruett, #712 wanted to acknowledge that having Wayne Zimmerman here has been good for the Merrill Housing Authority and she expressed gratitude for his work. She feels that board members who voted to purchase the Fire Department property have wasted money and she would like them to explain how it will be of betterment to the people here at Jenny Towers. Mary Peters, #206 and Jim Zellmer, #202 seconded that statement.

Motion to approve minutes of January 13, 2016 meeting and today's agenda. Wagner/Kostman. Motion passed unanimously.

Discussion and motion to approve Checks #17796 thru #17865 and Billings to date for January 2016: Wagner/Humphrey. Motion passed unanimously by roll call vote: Kostman - aye, Erno-aye, Humphrey-aye, Wagner - aye and Colclasure-aye.

Discussion and Approval of Move-ins and Move-outs for January 2016: Wayne reported that there are 3 vacancies but Move-Ins scheduled during February and March. Motion to accept report and place on file. Kostman/Wagner. Motion passed unanimously.

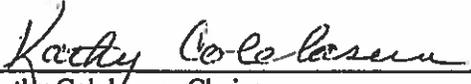
Report on Jenny Tower Investments: Wayne reported that it is a routine report and we continue to earn interest on the account. Wagner/Humphrey. Motion passed unanimously.

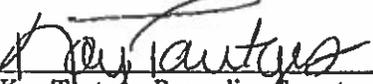
For the Good and Betterment of the Section-8 Housing Program:

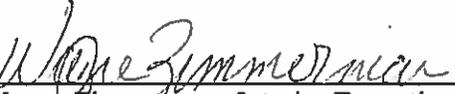
1. Commissioner Items/Comments – Commissioner Wagner thinks it would be a good idea to get vending machines. The board discussed changing the order of public comment on the agenda. There was no decision made to do so at this time.
2. Executive Director's Report – None.

The next regular meeting of the Commissioners of the Housing Authority will be held on Wednesday, March 9th, 2016, 4:00 p.m. at Park Place 215 Grand Ave., Merrill, WI.

Motion to adjourn meeting at 4:16 p.m. Kostman/Wagner. Motion passed unanimously.


Kathy Colclasure, Chairman


Kay Tautges, Recording Secretary


Wayne Zimmerman, Interim Executive Director

**REGULAR MONTHLY MEETING OF THE HOUSING AUTHORITY
COMMISSIONERS OF THE CITY OF MERRILL, WISCONSIN**

Wednesday, February 10, 2016, 4:16 P.M., Jenny Towers Library 711 East First St. Merrill, WI

PRESENT: Chairman Kathy Colclasure, Amanda Kostman , Denise Humphrey, Rob Norton (Ex-Officio), James Erno, Paul Wagner , Wayne Zimmerman and Kay Tautges.

PUBLIC HOUSING - PARK PLACE and WESTGATE MEETING called to order by Chairman Kathy Colclasure. Motion to approve the minutes of January 13, 2016 meeting and today's agenda. Kostman/Wagner. Motion passed unanimously.

Public Comment Period: None.

Discussion and motion to approve Checks #22561 thru #22609 and Billings to date for January 2016: Kostman/Wagner. Motion passed unanimously by roll call vote: Kostman-aye, Colclasure-aye, Humphrey-aye, Wagner-aye and Erno-aye.

Move-ins and Move-outs for January 2016: Wayne reported that progress continues to be made to fill the vacant apartments. There are now 11 vacancies, with 3 expected move-ins. It is important to note that we are reaching the end of the waiting list. Erno/Wagner. Motion passed unanimously.

Report on Park Place Investments: Wayne reported that interest earned on accounts was normal. Kostman/Wagner. Motion passed unanimously.

Discussion/Evaluation of Executive Director and Interim Position – Closed Session: Motion to go into closed session at 4:23p.m. pursuant to WI State Statutes 19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility as it pertains to board/tenant/staff concerns. Erno/Kostman. Motion passed unanimously by roll call vote 4-0: Those attending closed session: Wagner, Erno, Colclasure, Humphrey, Norton, Wayne Zimmerman and Recording Secretary, Kay Tautges.

The minutes from this closed session will be filed separately and confidentially.

The Committee may reconvene in open session for potential action(s) on closed session issues(s): Motion to reconvene in open session at 5:32 p.m. Wagner/Erno. Motion passed unanimously. Motion to adopt Resolution No. 404, "Executive Director". Kostman/Wagner. Motion passed unanimously by roll call vote: Kostman-aye, Colclasure-aye, Humphrey-aye, Wagner-aye and Erno-aye. Motion to extend the employment contract for Wayne Zimmerman. Kostman/Erno. Motion passed unanimously.

For the Good and Betterment of the Public Housing Program:

1. Commissioner Items/Comments – Commissioner Wagner asked if we had followed up with the request from the Merrill Police Department for keys/security passes to Park Place and Jenny Towers. Wayne explained that Russ did follow up on that request and discovered that the Police Dept. had been issued 16 security passes which have been lost. New passes have been issued to them.
2. Executive Director's Report – None.

The next regular meeting of the Commissioners of the Housing Authority will be held Wednesday, March 9th, 2015, 4:00 p.m. at Park Place, 215 Grand Avenue, Merrill, WI.

Motion to adjourn at 5:35 P.M. Kostman/Erno. Motion passed unanimously.

Kathy Coleclasure
Kathy Coleclasure, Chairman

Kay Tauges
Kay Tauges, Recording Secretary

Wayne Zimmerman
Wayne Zimmerman
Interim Executive Director

T. B. Scott Free Library Board of Trustees
REGULAR MEETING
February 17th, 2016
Minutes

1. Opening

President Mike Geisler called the Regular Meeting of the Board of Trustees to order at 4:07 p.m. in the Library Board Room. Present: Katie Breitenmoser, Paul Gilk, D'Lacey Haight, Tim Meehean, Jim Wedemeyer and Vickie Yelle. Absent (ex.): Gene Bebel and Richard Mamer. Also present: Don Litzer and Tyler H. from MP3.

There was no correspondence.

There was no public comment.

2. Consent Items

M Breitenmoser/S Yelle/C to approve the minutes of the January meeting as printed. M Meehean/S Breitenmoser/C to accept the Monthly Revenue and Expense Printouts for January, and to accept the updated Monthly Revenue and Expense Report for December 2015.

3. Reports/Discussion Items/Action Items

A. 2015 Local Annual Report: Ms. Stevens presented the report. M Meehean/S Breitenmoser/C to approve the report.

B. 2015 State Annual Report System Effectiveness Statement: M Meehean/S Gilk/C to approve the 2015 State Annual Report System Effectiveness Statement as presented.

C. 2015 State Annual Report: M Breitenmoser/S Yelle/C to approve the 2015 State Annual Report as presented.

D. 125th Anniversary Celebration Update: Ms. Stevens discussed progress on the celebration plans. Staff intend to utilize Endowment Fund annual programming monies previously approved by the Library Board to pay for the purchase of advertising and an iPad for the event. Staff have been in contact with many local businesses during this process. Ms. Stevens brought forward a comment from the Cosmo Theater regarding concerns related to library programming. The board recognized the importance of local business support and emphasized the need to keep open communication with all of our library partners. Ms. Stevens was directed to follow up to address these concerns.

E. Strategic Plan Progress Goal 2: Ms. Stevens presented staff progress on goals and objectives.

F. Trustee Essentials #2—Who Runs the Library: Ms. Stevens provided copies of Trustee Essential #2.

G. Reports from Friends and WVLS Representative: The Friends of the Library approved expending funds to purchase 2 Gift Baskets, one including a Kindle eReader, for the 125th Anniversary Celebration. In addition, the Friends purchased an iPad and a Kindle eReader for use by the Outreach Department for checkout to homebound, assisted living and other Outreach patrons who might not otherwise have the opportunity to experience this technology. WVLS Directors Report for January was presented. Board members expressed their appreciation to WVLS for providing this document.

4. Forthcoming Events & Library Director Report

- January Monthly Statistical Report was presented.
- Milwaukee Bucks Reading Challenge continues through February 19th.
- Read Across America March 6th.
- Seed Library will be starting soon. Staff is working with local Master Gardeners to present programming in conjunction with Seed Library.
- Painting in the Carnegie has been completed. 3rd floor work is in progress. Mr. Wszalek has scheduled a meeting with the local representative from Focus on Energy to conduct a cost analysis for phasing out fluorescent light fixtures and replacing them with LEDs.

T.B. Scott Free Library

Board of Trustees

February 17th, 2016

- WLA position statement on Cross County Borrowing was presented. Ms. Stevens informed the board of the status of 2 Wisconsin counties that pursued the option of opting out of these payments.
- Tax assistance programming is underway.
- Staff members were commended for going above and beyond their job requirements to continue providing outstanding service while covering for unexpected staffing issues. The Library Board wished to thank and recognize staff for their hard work and commitment.
- Recent developments indicate that the federal energy credit for solar energy installations may be extended beyond 2015.
- Library Legislative Day was held on February 9th. Representative Czaja was recognized as a Library Champion for demonstrating significant legislative support of measures benefiting Wisconsin libraries.

5. Adjournment

The meeting adjourned at 4:45 p.m. The next regularly scheduled meeting of the Board of Trustees will be held on March 16th at 4:00 p.m. in the Library Board Room.

Stacy D. Stevens, Secretary



CITY OF MERRILL
PERSONNEL AND FINANCE COMMITTEE
MINUTES • TUESDAY FEBRUARY 23, 2016

Regular Meeting

City Hall Council Chambers

5:15 PM

I. Call to Order

Alderman Schwartzman called the meeting to order at 5:15 P.M.

Attendee Name	Title	Status	Arrived
Ryan Schwartzman	Aldersperson - Third District	Present	
John Burgener	Aldersperson - Fifth District & President	Present	
Tim Meehean	Aldersperson - Eighth District	Present	

Also in attendance: City Administrator Dave Johnson, City Attorney Tom Hayden, Finance Director Kathy Unertl, Alderwoman Kandy Peterson, Alderman Dave Sukow, Kortney Pike and City Clerk Bill Heideman

II. Vouchers:

1. Vouchers for November, December 2015 & January 2016

The vouchers were in the meeting packet.

Motion (Burgener/Meehean) to place on file.

RESULT:	PLACED ON FILE
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III. Agenda items for consideration:

1. Consider appeal from Kim David for Special Assessment @ 806-808 Superior Street (placed on tax roll).

This item was part of an amended agenda.

Motion (Meehean/Burgener) to disallow the appeal.

RESULT:	DISALLOWED
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2. Review policy concerning city employees taking time off during work hours to attend pre-scheduled meetings.

Alderman Schwartzman has placed this item on the agenda. He explained that, as a result of the election in April, there is a possibility that one, two or three city employees will be elected to the Lincoln County Board. Since Lincoln County schedules some meetings during the day, Alderman Schwartzman wants to ensure that the City has a clear policy in place regarding employees taking time off to attend pre-scheduled meetings.

City Administrator Johnson reported that, based on policy and union contracts, there are three sets of rules for taking time off to attend meetings. One set of rules is for the fire union, one for the police union and one for non-union employees. He added that Department Heads have discretion when granting time off, but that at no time may an employee take off if it results in a minimum staffing rule being compromised.

Alderman Schwartzman and Alderman Meehean directed City Administrator Johnson to research this issue further and report his findings at the next meeting.

No action was taken at this time.

IV. Monthly Reports:

1. Municipal Court

The monthly report was in the meeting packet.

2. Finance Director Unertl

The monthly report was in the meeting packet.

Financial support for the River Bend Trail continues to progress well.

3. City Attorney Hayden

The monthly report was in the meeting packet.

4. City Clerk Heideman

The monthly report was in the meeting packet.

5. City Administrator Johnson

The monthly report was in the meeting packet.

City Administrator Johnson reported that Greenheck has donated \$50,000 to help pay for construction of the new building at the Merrill Festival Grounds. It is anticipated that the Schulz Building will be demolished after the fair. It is hoped that construction of the new grandstand will begin on March 7th.

6. Consider placing monthly reports on file

Motion (Meehean/Burgener) to place the monthly reports on file.

RESULT: PLACED ON FILE

V. Establish date, time and location of next regular meeting

Tuesday, March 29th, 2016 at 5:15 P.M. in the City Hall Common Council Chambers.

VI. Public Comment Period

There was no public comment.

VII. Adjournment

Motion (Burgener/Meehan) to adjourn. Carried. Adjourned at 5:40 P.M.

Transit Meeting
February 15, 2016

Present; Mr. Rick Blake – Chairman, Mr. Steve Willis, Mr. Gordon Geiger, Ms. Sue Kunkel, Mr. Tony Kusserow and Rich Grenfell – Transit Administrator.

Absent; Mr. Tony Kusserow

Public Comment; Citizens Erik Pfantz and Kyle Gulke were present to discuss pedestrian / traffic safety concerns they have in the east Main Street business district. We discussed trafficking and passenger boarding / alighting issues that transit is now incurring with the angle parking on the north side, but the consensus is the biggest safety issue is with pedestrian traffic, vehicle blind spots and traffic speed. The young men will be bringing their concerns to the Board of Public Works and the Health & Safety Committee later this week.

A motion to approve the minutes of the November 16, 2015 meeting was made by Ms. Kunkel and seconded by Mr. Geiger. C.U.

The Transit Commission reviewed the 2015 3rd & 4th Quarter stats. There were no significant changes during these Quarters. A motion to approve the reports was made by Mr. Willis and seconded by Mr. Geiger. C.U.

The Commission reviewed the 2015 Annual report. 2015 experienced a 2% loss in ridership and fare box revenues. The DHS ridership increased 5% and DHS revenues increased by 3%. A motion to approve the report was made by Ms. Kunkel and seconded by Mr. Willis. C.U.

Administrator's Report:

- 1) TMI Safety Director & Staff performed 20+ ride checks throughout the system in 2015. There were no traffic safety violations cited against any of our Bus Operators. There were (2) "seat belts engaged while the vehicle was departing" documented.

TMI Safety Director Judy Grenz will be visiting in March to assist with our Driver Training Program. This is a new service offered by TMI to help connect the Company to the front line operators.

All current Transit Bus Operators had an accident / claims free year in 2015 and will receive their Certificate of Achievement from the Mayor, Transit Chairman and Transit Administrator.

- 2) Transit Coordinator Brummond is performing and learning progressively. He is working well independently in dispatch and in his Supervisory role.

- 3) WisDOT is currently experiencing a shortage in staffing to include a Procurement Specialist. All project approvals are going to be delayed during this reorganization. Merrill's Transit Facility Project is going to be reviewed for approval and publication in the near future.
- 4) With the absence of a Procurement Specialist, the State is experiencing an incompleteness of Bus purchasing contracts and delivery. Many Cities that have their local share of their Bus Capital Purchases are not yet approved for purchase. Some of these communities Capital Grants have reached their "sunset" and will have to be reapplied for and or extended. We met with (2) DOT staff members on 2/12/16 to discuss our concerns and also seek guidance on how to move this process forward. We are exploring the feasibility of creating a (5) year State wide heavy duty bus procurement specification /contract that will allow all Wisconsin properties to join and purchase from. The Capital Funding needed today for bus replacement in Wisconsin is 85 million. The available appropriation of bus purchase funds is 6.7 million per year. We are going to have to work with our Legislators to recognize this shortfall and to prioritize better formula funding for these Capital purchases. Merrill, along with all Transit communities are going to have to reevaluate our replacement schedules and adjust them by the "crisis needs" throughout the State.

A motion to approve the Administrator's report was made by Ms. Kunkel and seconded by Mr. Geiger. C.U.

Next Transit Commission meeting; **Monday March 21, 2016**

A motion to adjourn was made by Ms. Kunkel and seconded by Mr. Willis



CITY OF MERRILL
WATER & SEWAGE DISPOSAL COMMITTEE
MINUTES • WEDNESDAY FEBRUARY 24, 2016

Regular Meeting

City Hall Council Chambers

4:00 PM

I. Call to Order

Alderman Norton called the meeting to order at 4:17 P.M.

Attendee Name	Title	Status	Arrived
Kandy Peterson	Alderman - Fourth District	Present	
John Burgener	Alderman - Fifth District & President	Present	
Rob Norton	Alderman - Seventh District	Present	

Also in attendance: City Administrator Dave Johnson, Utility Superintendent Kim Kriewald, Public Works Director/City Engineer Rod Akey, Joe Gehin (Becher Hoppe) and City Clerk Bill Heideman. A student was also present to videotape the meeting.

II. Vouchers:

1. Vouchers

Motion (Peterson/Burgener) to approve.

RESULT: APPROVED

III. Agenda items:

1. Discussion and recommendation related to Collection System I & I Evaluation.

The meeting packet contained a proposal from Strand Associates to perform a Collection System Infiltration/Inflow (I/I) Evaluation.

Utility Superintendent Kriewald provided details on the proposal. The approximate cost is \$25,000.

Motion (Burgener/Peterson) to approve the proposal.

RESULT: APPROVED

2. Discussion and recommendation related to cleaning of filter media as part of planned maintenance.

Layne Christensen Company has submitted a proposal to perform to perform cleaning and maintenance on the City's filter equipment.

Utility Superintendent Kriewald provided details on the proposal. The approximate cost is \$27,655.

Motion (Peterson/Burgener) to approve the proposal.

RESULT: APPROVED

3. Operations Report

The report was in the meeting packet.

The new part-time utility clerk has begun work. A new Wastewater Treatment Plant employee will begin work on February 25th.

The implementation of a credit card option for utility payments is proceeding.

IV. Public Comment Period

There was no public comment.

V. Establish date, time & location of next meeting

Wednesday, March 23rd at 5:00 P.M. in the City Hall Common Council Chambers.

VI. Adjournment

Motion (Burgener/Peterson) to adjourn. Carried. Adjourned at 4:27 P.M.



ZONING BOARD OF APPEALS MINUTES
February 9, 2016, 6:00 p.m.

PRESENT: Zoning Administrator Pagel, Ron Burrow, Dean Haas, Dave Sukow, Chairman Bill Schneider, and Jim Koebe

Absent: Adam Rekau

Chairman Schneider called the meeting to order at 6:00 pm in the Basement Conference Room.

Motion to approve October 6, 2015 minutes Mr. Sukow, second Mr. Haas, carried.

ZA Pagel read the meeting notice.

Motion to open hearing Mr. Haas, second Mr. Koebe, carried.

ZA Pagel briefed the Board on the request stating the reason for the variance request. Ken Maule appeared and clarified the reason for the variance and process for site clean-up and final ownership and resolution.

Motion to close hearing Mr. Haas, second Mr. Koebe, carried.

Motion to approve the variance by Mr. Koebe, second Mr. Burrow, Motion carried unanimously.

Under other business ZA Pagel informed the Board of upcoming meetings in March and April. The Board requested that the City Attorney attend the March meeting to give an update on the removal of the container at 604 Blaine St.

Motion to adjourn Mr. Burrow, second Mr. Sukow, carried.

Meeting adjourned 6:15pm

Darin Pagel, Recording Secretary.

ZONING BOARD OF APPEALS MINUTES
March 1, 2016, 6:00 p.m.

PRESENT: Zoning Administrator Pagel, Dean Haas, Dave Sukow, Chairman Bill Schneider, and Jim Koebe

Absent: Ron Burrow, Adam Rekau

Also present: City Attorney Tom Hayden, City Administrator Dave Johnson, Kurt and Joyce Helmstaetter

Chairman Schneider called the meeting to order at 6:00 pm in the Basement Conference Room.

Motion to approve February 9, 2016 minutes Mr. Sukow, second Mr. Koebe carried.

Chairman Schneider read the meeting notice.

Motion to open hearing Mr. Haas, second Mr. Sukow, carried.

ZA Pagel briefed the Board on the request stating the reason for the variance request and giving a brief history of the previous garage variance in 2002. Lonnie Woller, appellant, spoke in favor of the variance and stated he would remove the existing container if granted a variance. ZA Pagel explained the container was a previous case and should not be a condition for granting a variance. Dave Johnson spoke in opposition of the variance since it did not meet the statutory requirements as explained by the ZA for granting a variance.

Motion to close hearing Mr. Sukow, second Mr. Haas, carried.

After deliberation by the Board Members, Motion to deny the variance by Mr. Sukow, motion fails for lack of a second.

After further deliberation, Motion to approve the variance by Chairman Schneider, second Mr. Haas, A roll call vote requested by Mr. Sukow, Mr. Koebe, Mr. Schneider, Mr. Haas in favor, Mr. Sukow opposed. Variance approved.

Under public comment, Chairman Schneider asked Attorney Hayden the status case involving the removal of the container at Mr. Woller's property. He said he could not comment pending possible litigation.

Motion to adjourn Mr. Koebe, second Mr. Haas, carried.

Meeting adjourned 6:25pm

Darin Pagel, Recording Secretary.



CITY OF MERRILL

Office of the City Attorney

Thomas N. Hayden, City Attorney

1004 East First Street • Merrill, Wisconsin • 54452

Phone (715) 539-3510 • FAX (715) 536-0514

e-mail: tom.hayden@ci.merrill.wi.us

M E M O R A N D U M

DATE: February 11, 2016
TO: Health and Safety Chair, Dave Sukow
CC: Mayor Bialecki, City Clerk Heideman
FROM: City Attorney Thomas N. Hayden *Tom H.*
RE: Parking Commission

Dave:

At the request of Mayor Bialecki, I am attaching a copy of an Ordinance eliminating the Parking Commission.

Section 2-151 (c) Duties (4) will be transferred to the Board of Public Works, Section 2-81(1)(b). A copy of that ordinance is also attached.

Please put this on the Health and Safety agenda for their review.

Thank you

"Focusing on the Future"

An equal opportunity/affirmative action employer.

CITY OF MERRILL
1004 EAST FIRST STREET
MERRILL, WI 54452-2586

AN ORDINANCE: By Health and Safety Committee
 Re: Repealing Chapter 2, Article VI, Section 2-151
 to eliminate the Parking Commission

ORDINANCE NO. 2016

Introduced: March 8, 2016

1st Reading: _____

2nd Reading: _____

3rd Reading: _____

Committee/Commission Action:

RECOMMENDED FOR PASSAGE

AN ORDINANCE

The Common Council of the City of Merrill, Wisconsin, does ordain as follows:

Section 1. Chapter 2, Article VI, Section 2-151 of the Code of Ordinances for the City of Merrill is hereby repealed and the duties set forth in Section C(4) will be transferred to the Board of Public Works.

~~Sec. 2-151. Parking commission.~~

- ~~(a) — *Creation.* The parking commission shall be a subcommittee of the health and safety committee, whose actions and recommendations would be subject to approval by the said safety committee.~~
- ~~(b) — *Composition.* The members of the parking commission shall consist of:~~
- ~~(1) — The mayor, who shall be the chairperson.~~
 - ~~(2) — An alderperson of the personnel and finance committee.~~
 - ~~(3) — An alderperson of the health and safety committee.~~
 - ~~(4) — A representative from the city police department.~~
 - ~~(5) — Three persons from the city's business community.~~
- ~~(c) — *Duties.* The parking commission's responsibilities shall include:~~
- ~~(1) — Administration of all parking revenue, expenditures and parking control.~~
 - ~~(2) — Preparation of quarterly reports of operation.~~
 - ~~(3) — Recommendations of policies and procedures for operation.~~
 - ~~(4) — Recommendations for meeting future needs of on-street and off-street parking.~~
 - ~~(5) — Preparation of an annual budget.~~
- ~~(d) — *Disposition of revenue.* The parking commission shall have the authority to recommend the disposition of parking revenue under the Code.~~

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct

and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Approved:

Moved by: _____

Adopted: _____

Approved: _____

Published: _____

William R. Bialecki,
Mayor

Attest:

William N. Heideman, City Clerk

DRAFT

Attachment: Ordinance Eliminating Parking Commission (1518 : Ordinance elimination Parking Commission)

CITY OF MERRILL
1004 EAST FIRST STREET
MERRILL, WI 54452-2586

AN ORDINANCE: By Airport Commission
Re: Amending Chapter 36, Article VII, Section 36-314 Airport Traffic Regulations

ORDINANCE NO. 2016-
Introduced: March 8, 2016
1st Reading: _____
2nd Reading: _____
3rd Reading: _____
Committee/Commission Action:
RECOMMENDED FOR PASSAGE

Attachment: Ordinance on Airport Traffic Regulations (1556 : Ordinance on Airport Traffic Regulations)

AN ORDINANCE

The Common Council of the City of Merrill, Wisconsin, does ordain as follows:

Section 1. Chapter 36, Article VII, Section 36-314 of the Code of Ordinances for the City of Merrill is amended as follows:

Sec. 36-314. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

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

Pedestrian means any person afoot.

Service, maintenance and construction equipment means approved equipment normally operated by ~~Northwinds Aviation~~ the airport manager, fixed base operator, and/or the Federal Aviation Administration on land areas, runways, taxiways and peripheral roads for the servicing, maintenance and construction of airport facilities and services or for the servicing of aircraft. The term "service, maintenance and construction equipment" means and includes equipment owned and operated by a contractor performing work on the airport under a contractual agreement with the city.

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

Section 2. Severability. In the event any section, subsection, clause, phrase or portion of this ordinance is for any reason held illegal, invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remainder of this ordinance. It is the legislative intent of the Common Council that

this ordinance would have been adopted if such illegal provision had not been included or any illegal application had not been made.

Section 3. Repeal and Effective Date. All ordinances or parts of ordinances and resolutions in conflict herewith are hereby repealed. This ordinance shall take effect from and after its passage and publication.

Moved by: _____

Adopted: _____

Approved: _____

Published: _____

Approved:

William R. Bialecki,
Mayor

Attest:

William N. Heideman, City Clerk

Attachment: Ordinance on Airport Traffic Regulations (1556 : Ordinance on Airport Traffic Regulations)

RESOLUTION NO. _____**A RESOLUTION APPROVING ACQUISITION AND APPROVING THE LAND CLEANUP AND REUSE NEGOTIATED AGREEMENT TO FACILITATE THE DEVELOPMENT OF LAND AT 201 SOUTH PROSPECT STREET BY THE CITY OF MERRILL**

WHEREAS, the Merrill Area Development Corporation (MADC) is the owner of Lot 2 of CSM No. 2536 recorded in Lincoln County, Wisconsin; and,

WHEREAS, City officials, the Wisconsin Department of Natural Resources (DNR), MADC and others are desirous of taking the necessary environmental response actions and pursuing all avenues necessary to facilitate the cleanup and development of the property described above, with the goal of achieving DNR case closure, through the DNR and ultimate reuse of the property to benefit the City of Merrill and the State of Wisconsin; and,

WHEREAS, MADC, the DNR, and the City of Merrill have initiated steps necessary to ultimately achieve transfer of the property to the City of Merrill while taking advantage of various programs to clean up and avoid responsibility for environmental contamination believed to exist on the property; and,

WHEREAS, the DNR has determined that the City of Merrill is not a responsible party with respect to environmental contamination at the site and will not become a responsible party if the City acquires title to that property in accordance with Wis. Stats. §292.11(9)(e)1m; and,

WHEREAS, The City of Merrill does hereby enter into the Land Cleanup and Reuse Negotiated Agreement, attached to this resolution, and will comply with the terms therein; and,

WHEREAS, it is necessary that the City of Merrill acquire title via condemnation or other proceedings under Ch. 32, Wis. Stats., to facilitate transfer of the property to the City of Merrill from MADC, without becoming a responsible party and to achieve beneficial use of the property;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 8th day of March, 2016, that the Land Cleanup and Reuse Negotiated Agreement is hereby approved and City staff and officials are authorized to take all means necessary, including condemnation, to accomplish all activities relating to the remediation and ultimate redevelopment of the property described above.

Recommended by: Mayor Bialecki

CITY OF MERRILL, WISCONSIN

Moved: _____

William R. Bialecki
Mayor

Passed: _____

William N. Heideman
City Clerk

Attachment: Resolution Rehab of 201 South Prospect Street (1555 : Resolution related to cleanup and reuse at 201 South Prospect)

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES**

IN THE MATTER OF:

**LAND CLEANUP & REUSE
NEGOTIATED AGREEMENT
BRRTS 02-35-559460**

THIS NEGOTIATED AGREEMENT ("Agreement") by and between the City of Merrill, Wisconsin ("City"), the Merrill Area Development Corporation ("MADC"), and the Wisconsin Department of Natural Resources ("DNR"), relates to the transfer, acquisition and environmental cleanup of the former Hurd Windows and Doors - Dip Tank Area Site, DNR BRRTS 02-35-559460, which is located within the boundaries of 2015 Lincoln County land record Parcel 34-0005-000-255-00-00, in the City of Merrill, Wisconsin ("Site").

RECITALS

WHEREAS, the City, MADC and DNR have decided to enter into this Agreement, pursuant to Wis. Stat. § 292.11(7)(d), to facilitate the environmental remediation and reuse of the Site, as defined above and depicted in Exhibit A; and

WHEREAS, the DNR recognizes that environmental contamination at the Site has the potential to threaten public health, safety, welfare and the environment; and

WHEREAS, the DNR is overseeing an open environmental response action, BRRTS 02-35-559460, at the Site and further cleanup work is necessary; and

WHEREAS, MADC is the current owner of the site and is interested in working with the City and DNR to ensure that the property is redeveloped; and

WHEREAS, the City has voluntarily decided to take direct action under Wis. Stat. Chapter 292, ("Spill Law"), at the Site in order to achieve regulatory closure under Wis. Admin. § NR 726, because no responsible party has yet been willing or able to undertake the necessary remedial actions and the Site would otherwise not be remediated; and

WHEREAS, the DNR will consider an application from the City for a DNR Ready for Reuse program grant for environmental cleanup at the Site; and

WHEREAS, the DNR has determined that the City is not presently a responsible party with respect to environmental contamination at the Site, and will not become a responsible party if the City acquires title to the Site in accordance with Wis. Stat. § 292.11(9)(e)1m; and

WHEREAS, the City will acquire title to the Site from MADC, within six (6) months of the date of this Agreement, using one of the methods identified in Wis. Stat. § 292.11(9)(e)1m and will retain title to the Site until the Ready for Reuse grant contract, if awarded, has been closed; and

WHEREAS, MADC consents to City acquisition of the Site and will cooperate with the City's acquisition efforts; and

WHEREAS, the City will perform or will arrange to conduct "All Appropriate Inquiry," (Exhibit B) consistent with ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and will ensure that the City is not affiliated with any other person who is potentially liable for response costs at the Site prior to acquiring title to the Site, will take reasonable steps with respect to hazardous substances on the Site following acquisition, and will take any other necessary actions to qualify for a liability exemption as a Bona Fide Prospective Purchaser under the federal Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"); and

WHEREAS, the City, MADC and DNR are entering into this Agreement to facilitate the implementation of environmental response actions associated with the Hurd Windows & Doors (FMR) – Dip Tank Area BRRTS # 03-35-559460 including, but not limited to, oversight, monitoring, environmental operation and maintenance, and environmental cleanup (collectively, the "Environmental Response Actions"), at the Site in accordance with s. 292, Wis. Stats. and ch. NR 700, Wis. Admin. Code, with the goal of achieving case closure and beneficial reuse of the Property; and

WHEREAS, this Agreement is desirable to outline the roles and responsibilities of the City, MADC and DNR contemplated under this Agreement; and

WHEREAS, in consideration of, and in exchange for, the promises and mutual understandings and covenants contained herein, and intending to be bound legally hereby, the City, MADC and DNR, by their authorized representatives, agree to the execution of this Agreement.

AGREEMENT

NOW, THEREFORE, based upon the above recitals and the terms and conditions set forth below, the City, MADC and DNR (collectively, the "Parties") agree as follow:

1) PARTIES BOUND

- a) The City, MADC and DNR have entered into this Agreement pursuant to Wis. Stat. § 292.11(7)(d), which authorizes the DNR to negotiate and enter into an Agreement with municipalities and site owners to facilitate the cleanup and redevelopment of property.

This Agreement shall apply to and be binding upon the undersigned Parties.

- b) The undersigned representative of each Party certifies that he or she is fully authorized by the Party whom he or she represents to enter into this Agreement and to execute and legally bind such party to the terms of this Agreement.
- c) This Agreement constitutes an integral part of the partnership among the City, MADC and DNR, which is intended to conduct Environmental Response Actions at the Site and return the Site to beneficial use. Nothing in this Agreement shall be construed as an admission of fact or liability by the City, MADC or DNR for any matters other than the contractual obligation between the Parties as further described in this Agreement. DNR, the City and MADC agree to undertake all actions required by the terms and conditions of this Agreement and consent to and will not contest or legally challenge the validity of this Agreement, or the authority of any other Party to enter into this Agreement.
- d) The DNR, the City and MADC agree to meet in-person, as needed, to discuss real estate transactions, inspections, funding, environmental response actions, and any other matters associated with the Site that are central to the fulfillment of this Agreement.
- e) Nothing in this Agreement adversely affects the Parties' rights to require other parties to take action to restore the environment under applicable laws, including but not limited to ch. 292, Wis. Stats., or to recover its expenditures from responsible parties under ss. 292.11(7)(b) or 292.31(8) or 292.33 or 292.81, Wis. Stats.

2) CITY AGREEMENTS AND OBLIGATIONS

- a) The City will perform or will arrange to conduct "All Appropriate Inquiry," (Exhibit B) for the Site consistent with ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*, and will ensure that the City is not affiliated with any other person who is potentially liable for response costs at the Site prior to acquiring title to the Site, will take reasonable steps with respect to hazardous substances on the Site following acquisition, and will take any other necessary actions to qualify for a liability exemption as a Bona Fide Prospective Purchaser under CERCLA.
- b) The City will acquire title to the Site, within six (6) months of the date of this Agreement, using one of the methods identified in Wis. Stat. § 292.11(9)(e)1m and will retain title to the Site until the Ready for Reuse grant contract, if awarded, has been closed.
- c) Within one month of obtaining title to the Site, if not sooner, the City will apply to DNR for a \$200,000 Ready for Reuse program subgrant to fund Environmental Response Actions at the Site. If a Ready for Reuse program subgrant is awarded by DNR and accepted by the City, the City agrees to adhere to the terms and conditions of the Ready for Reuse grant agreement (Exhibit C).

- d) If the City receives a Ready for Reuse program grant from DNR, the City will engage a professional contractor ("Contractor") in accordance with state and local procurement laws to conduct Environmental Response Actions on the Site to the extent funding is available and allocated to the Site, as will be defined in mutually agreed upon scopes of work.
- e) The City agrees to oversee any Environmental Response Actions at the Site unless otherwise directed by DNR. The City agrees to submit drafts of all required Environmental Response Action documents to DNR for its review and comment, and then to submit final documents for approval by DNR. The DNR agrees that such activities are Environmental Response Actions.
- f) All work to be performed by the City and its Contractor(s) pursuant to this Agreement shall be done in accordance with applicable local, state and federal law, including the Ch. NR 700 administrative rule series.
- g) The City will ensure that any Environmental Response Actions undertaken at the Site are protective of public safety, welfare and human health and the environment in accordance with the Wis. Admin. §§ NR 700 rule series.

3) MADC AGREEMENTS AND OBLIGATIONS

- a) MADC will allow the City to acquire the Site for no consideration via one of the methods identified in Wis. Stat. § 292.11(9)(e)1m, and will cooperate with the City and DNR throughout the acquisition process.
- b) At MADC's expense, MADC agrees to complete a ch. NR 716 Wis. Admin. Code Site Investigation and a ch. NR 722.07 Wis. Admin. Code Remedial Action Options Report. Both documents shall be submitted to DNR with the correct fee for approval within 2 months of the date of this agreement.
- c) MADC will provide the funding for the city's required match of 22% to the Ready for Reuse subgrant, if awarded. MADC agrees to coordinate directly with the City to accomplish this.

4) DNR AGREEMENTS AND OBLIGATIONS

- a) The DNR agrees to consult with the City and MADC during the evaluation and selection of remedial action options.
- b) The DNR agrees to consider an application from the City for a \$200,000 Ready for Reuse program subgrant for Environmental Response Actions at the Site.

- c) If a Ready for Reuse program subgrant is awarded to the City, the DNR agrees to work with the City to facilitate the regulatory completion of Environmental Response Actions at the Site.
- d) If a Ready for Reuse program subgrant is awarded, WDNR shall promptly review reimbursement requests received from the City and process such requests as expeditiously as possible.

5) SITE ACCESS

Nothing herein shall be construed as restricting the inspection or access authority of the DNR or the City to the Site under any statute or rule.

6) PUBLIC RECORDS

All information paid for pursuant to this Agreement is part of the public record and will be available for review pursuant to state law.

7) MODIFICATION OF WORK

In the event that the DNR, MADC or the City determines that either a modification of the planned work or additional work is necessary to accomplish the objectives of this Agreement, notification in writing and amended documents prepared in accordance with paragraph 2(e) shall be provided to all parties.

8) SUBMISSION OF DOCUMENTS, CORRESPONDENCE AND PROJECT CONTACTS

- a) Documents to be submitted to the DNR shall be sent to:

DNR Project Manager

John Robinson, Team Supervisor
Wisconsin Department of Natural Resources
5301 Rib Mountain Drive
Wausau, WI 54401
(715) 359-8932 or John.Robinson@Wisconsin.gov

WDNR Project Coordinator

Gena Larson, RR/5
Wisconsin Department of Natural Resources
PO Box 7921

101 S. Webster Street
Madison, WI 53707-7921
(608) 266-5404 or Gena.Larson@Wisconsin.gov

- b) Documents to be submitted to the City of Merrill shall be sent to:

Dave Johnson, City Administrator
City Hall
1004 E 1st St
Merrill, WI 54452
(715) 536-5594 or David.Johnson@ci.merrill.wi.us

- c) Documents to be submitted to MADC shall be sent to

Ken Maule
PO Box 22,
Merrill, WI 54452-0022
(715) 539-1024 or kmaule@co.lincoln.wi.us

- d) Reports should be sent in both paper and electronic formats to the WDNR Project Manager and in electronic format to the WDNR Project Coordinator.

9) EFFECTIVE DATE

This Agreement shall be executed by the City and MADC before being executed by the DNR. When DNR executes this Contract, the DNR shall enter an effective date immediately below the DNR's signature which shall be a minimum of five (5), but not greater than ten (10) business days after the date of mailing of a fully executed copy of the Agreement (first class postage prepaid) by the DNR to the City and MADC.

10) SUBSEQUENT AMENDMENT

This Agreement may be amended by mutual agreement of the City, MADC and the DNR. Any amendment of this Agreement shall be in writing, signed by all parties and shall have as the effective date that date on which the last party signed such amendment.

11) TERMINATION AND SATISFACTION

- a) The provisions of this Agreement shall be deemed satisfied upon receipt by the City of written notice from the DNR that the City of Merrill has documented that all of the terms of this Agreement, including any modified or additional work, or amendments, have been

completed in accordance with the terms hereof to the satisfaction of the DNR. Upon the submission of such documentation by the City of Merrill, said written notice shall not be unreasonably withheld or delayed by the DNR. A copy of the written notice will be provided to MADC.

- b) This agreement shall have no further force or effect upon DNR if the City fails to submit the Ready for Reuse subgrant application or obtain title to the Site within six months of the date of this Agreement or if the City is otherwise unsuccessful in obtaining a Ready for Reuse grant.
- c) The DNR recognizes that the City is voluntarily undertaking remediation of the Site. If the Ready for Reuse subgrant funding is not sufficient to achieve case closure, DNR recognizes that the City has no legal obligation under this Agreement or s. 292.11(9)(e), Wis. Stats., to complete the Environmental Response Actions.

The Parties, whose signatures appear below hereby agree to the terms of this Agreement. Each person signing this Agreement represents and warrants that he or she has been duly authorized by the City, MADC or the DNR, as the case may be, to execute and legally bind the respective parties to the terms of this Agreement. This agreement may be signed in counterparts which, when taken together, shall constitute one in the same document.

CITY OF MERRILL, WI

MERRILL AREA DEVELOPMENT CORP.

By _____
(name, title)

By _____
(name, title)

(Date)

(Date)

WISCONSIN DEPARTMENT OF NATURAL RESOURCES

By _____
Cathy Stepp, Secretary

(Date)

Exhibit A

Site Map



Wisconsin DNR, Wisconsin Department of Natural Resources, 2010

Exhibit A - Site Map

 Approximate site location
 BRRS # - 02-35-559460

 Feet
 0 250 100 150 200



Exhibit B

All Appropriate Inquiries (AAI) Rule



All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content

WHAT IS "ALL APPROPRIATE INQUIRIES"?

"All appropriate inquiries" is a process of evaluating a property's environmental conditions and assessing potential liability for any contamination. All appropriate inquiries must be conducted to obtain certain protections from liability under the federal Superfund Law (CERCLA).

WHY DID EPA ESTABLISHING STANDARDS FOR CONDUCTING ALL APPROPRIATE INQUIRIES?

The 2002 Brownfields Amendments to the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) require EPA to promulgate regulations establishing standards and practices for conducting all appropriate inquiries.

WHEN IS THE ALL APPROPRIATE INQUIRES RULE EFFECTIVE?

The final rule is effective on November 1, 2006, one year after its publication date in the Federal Register.

WHAT ARE THE DOCUMENTATION REQUIREMENTS FOR ALL APPROPRIATE INQUIRIES?

The final rule requires that the results of an all appropriate inquiries investigation be documented in a written report. The specific reporting requirements for all appropriate inquiries are provided in 40 CFR §312.21 (*Results of Inquiry by an Environmental Professional*) and §312.31 of the final rule and include:

- I. An *opinion* as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property.
- II. An identification of *data gaps* (as defined in §312.10) in the information collected for the inquiry that affect the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property, as well as comments regarding the significance of these data gaps.
- III. *Qualifications* and *signature* of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in §312.10 of this part."

"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."

- IV. In compliance with §32.31(b), the environmental professional must include in the final report an *opinion regarding additional appropriate investigation*, if the environmental professional has such an opinion.

IS THERE A REQUIRED FORMAT FOR REPORTING RESULTS OF ALL APPROPRIATE INQUIRIES?

The final rule requires no specific format, length, or structure of the written report. However, EPA offers the following suggestions regarding the potential content of a written report. The following suggestions generally are consistent with recommendations published in ASTM E1527-13, *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The ASTM E 1527-13 standard is consistent with the requirements of the final rule and may be used to comply with the provisions of the rule. The following are suggestions regarding format and content of an all appropriate inquiries written report. Please note that the suggestions below do not represent regulatory requirements. Prospective landowners and environmental professionals may design their own format for a written report, as long as the report contains the four documentation requirements listed above (and as noted below).

- **Introduction.** An introduction could include descriptions of: the purpose and objectives of the assessment; scope of services provided; methodology used to complete the inquiry; any significant assumptions made; limitations and exceptions; any modifications or deviations from the final rule requirements or from the ASTM E 1527-13 process; special terms and conditions; and information obtained from the landowner or user. The environmental professional and the person(s) who conducted the site reconnaissance and interviews may be identified.
- **Site Description.** This section may describe the property location; site and vicinity characteristics; structures, roads, site improvements, and utilities; current and historic use(s) of the property; site topography, geology, and surface/ground water resources; and current and historic use(s) of adjacent properties.
- **User-Provided Information.** The report may describe any information provided by the prospective landowner, or user, to the environmental professional. This information may include: title records; information of recorded environmental cleanup liens; recorded activity and use limitations (e.g., engineering controls, land use restrictions, institutional controls); specialized knowledge or experience held by the user related to the property or nearby properties; commonly known or reasonably ascertainable information; and relationship of the purchase price to the fair market value of the property, if it were not contaminated.
- **Records Review.** The written report may include a section that summarizes the information found during the records review. This section may describe records that were reviewed to complete the inquiry including: physical setting sources (e.g., topographic maps); historical use sources (e.g., aerial photographs, fire insurance maps, street directories, newspaper archives); federal, state, tribal, and local records or databases of government records; and other environmental record sources (e.g., prior investigation reports, tank/transformer inventories, spill records, permits, etc.).
- **Site Reconnaissance.** The written report may include a section dedicated to describing the methodology used to conduct the visual inspection of the subject and adjoining properties. The description may include: when and who performed the reconnaissance; physical imitations (e.g., snow-covered ground, limited access, safety concerns, etc.); general site setting; exterior observations; and interior observations. Additional information on evidence of staining, spills, odors, stressed vegetation, corrosion, pools of liquids, discolored water, ground surface alterations, and other conditions that might suggest a release or threatened release of hazardous substances also may be provided.
- **Interviews.** A summary of the interviews conducted could include a description of when and with whom the interviews were conducted (e.g., current property owner and occupants, site manager, attorneys, financial manager, local/state/federal government officials, past site owners and

occupants) and the method used to conduct the interviews (e.g., in person, written, telephone). If property is abandoned, this section may describe which neighboring property owners were interviewed and if applicable, which past owners and occupants were interviewed.

- **Findings.** A findings section could describe the results of the assessment including the identified known or suspected recognized environmental conditions, historical recognized environmental conditions, and de minimis conditions. This section also may include findings related to, but not limited to: current and historic site usage; adjoining and nearby properties; hazardous substances and petroleum products; non-hazardous, solid, and hazardous waste management; water pollution; pits, ponds, and lagoons; drains and sumps; waste water; wells; septic systems; spills or releases; air emissions; storage tanks and drums; soil and groundwater contamination, polychlorinated biphenyls (PCB) contaminants, or other contaminants.
- **Opinion of the Environmental Professional.** In compliance with the all appropriate inquiries final rule at §312.21(c)(1), the written report must include the environmental professional's opinion(s) as to whether the inquiry identified conditions indicative of releases or threatened releases of hazardous substances on, at, in, or to the subject property. The opinion likely will be based on conditions identified during the inquiries (and potentially noted in a findings section), and include a discussion of the logic, reasoning, and rationale used by the environmental professional in developing the opinion. The environmental professional also must include in the final report an opinion regarding additional appropriate investigation to detect the presence of contamination at the property, if the environmental professional has such an opinion.
- **Data Gaps.** As required in §312.21(c)(2) of the final rule, the report should document and discuss significant data gaps that affect the ability of the environmental professional to identify conditions indicative of releases or threatened releases.
- **Conclusions.** A conclusions section may be included that summarizes all identified conditions indicative of releases or threatened releases of hazardous substances (or recognized environmental conditions) connected with the property. The final rule does not require that any specific statements be made regarding these conditions, however, ASTM E 1527-13 requires that the report include a statement substantially similar to one of the following written statements:
 - *"We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of [insert address or legal description], the property. Any exceptions to, or deletions from, this practice are described in Section [] of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property,"* or
 - *"We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E 1527 of [insert address or legal description], the property. Any exceptions to, or deletions from, this practice are described in Section [] of this report. This assessment has revealed no evidence of recognized environmental conditions in connection with the property except for the following: (list)."*
- **Additional Services.** If applicable, it may be useful to include a description of any additional services performed as part of the assessment that are beyond the scope of the final rule, and were contracted for between the user and the environmental professional. Additional services could include, but are not limited to: non-scope considerations (e.g., lead-based paint, mold, radon, asbestos, regulatory compliance assessment, indoor air quality, etc.); broader scope of assessment; liability or risk evaluations; Phase II sampling and analysis; health and safety; evaluation of remediation techniques; etc.
- **References.** A reference section may be included that lists the published sources relied upon to complete the assessment.

- *Signature(s) and Qualifications of the Environmental Professional(s).* Include the statements and environmental professional(s) signature required by §312.21(d), as discussed above in “*What are the Documentation Requirements for All Appropriate Inquiries?*”
- *Appendices.* Appendices could include: regulatory records documentation; environmental database report; site map/plan; vicinity maps; site photographs; historical source documentation (building department records, local street records, chain of title documents, property tax records, zoning/land use records, aerial photos, fire insurance maps, USGS topographical maps); interview documentation; and qualifications of the environmental professional(s).

CONTACT INFORMATION

Patricia Overmeyer
U.S. EPA's Office of Brownfields Cleanup and Redevelopment
(202) 566-2774
Overmeyer.Patricia@epa.gov

Also see U.S. EPA's website at www.epa.gov/brownfields for additional information.

*Brownfields Fact Sheet
AAI: Reporting Requirements and
Suggestions on Report Content*

*Solid Waste
and Emergency
Response (5105)*

*EPA 560-F-14-003
February 2014
www.epa.gov/brownfields*

Exhibit C

Ready for Reuse Model Grant Agreement

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

Ready for Reuse Program
Grant Agreement
Form 4400-242
12-09

Notice: Completion of this Agreement is required to obtain a Ready for Reuse Brownfields Cleanup Grant under s. 292.72, Wis. Stats. Personally identifiable information included on this form will be used to process your application and may be made available to requests under Wisconsin's Open Records law [ss. 19.31 - 19.39, Wis. Stats.].

Grantee City of _____, Wisconsin	Grant Number RRG – xxx								
Site Name or Title and Address [name and address]	Funding Category Hazardous Substance or Petroleum								
Period Covered by This Agreement Twenty-eight months (two years and four months) starting from the date of the Department's signature of this grant contract.	Grantee's Authorized Representative								
Scope and Description of cleanup activities funded by this grant <ol style="list-style-type: none"> 1. Preparation/Finalization of RAP 2. Public Participation Costs 3. Soil Excavation 4. Soil Transportation & Disposal 5. Soils Confirmation Testing 6. Groundwater Remediation Capital Costs 7. Groundwater Remediation Operation and Maintenance 	<ol style="list-style-type: none"> 8. Post-Remedial Groundwater Monitoring 9. Remediation Oversight 10. Health & Safety Site Monitoring 11. DNR Fees 12. Hazardous Substance Storage Tank Removal and Disposal 13. Other Eligible Costs: 								
GRANT COSTS:	<i>The following documents are hereby incorporated into and made part of this Agreement:</i>								
<table> <tr> <td>Grant Amount:</td> <td>\$000,000</td> </tr> <tr> <td>Grantee Match:</td> <td>\$00,000</td> </tr> <tr> <td>Grantee Match%:</td> <td>22%</td> </tr> <tr> <td>Total Project Cost:</td> <td>\$000,000</td> </tr> </table>	Grant Amount:	\$000,000	Grantee Match:	\$00,000	Grantee Match%:	22%	Total Project Cost:	\$000,000	<ol style="list-style-type: none"> 1. 2015 US EPA Revolving Loan Fund Terms and Conditions 2. Section 292.72, Wisconsin Statutes 3. DNR-approved Remedial Action Plan (RAP) 4. Signed application and all attachments and exhibits
Grant Amount:	\$000,000								
Grantee Match:	\$00,000								
Grantee Match%:	22%								
Total Project Cost:	\$000,000								

I. Definitions

Hereafter, the following terms used throughout this document will meet the following definitions:

- A. DEPARTMENT: The State of Wisconsin Department of Natural Resources.
- B. GRANTEE: The City of _____, the party receiving the grant.
- C. PROJECT: Remedial actions including Preparation of the Remedial Action Plan, Public Participation, Soil Excavation, Transportation, Disposal and Confirmatory Testing, Groundwater Remediation and Monitoring, Remediation Oversight, Health and Safety Monitoring, DNR Fees, Hazardous Substance Storage Tank Removal and Disposal and Other Eligible Costs at the [name of site], the project receiving the grant.
- D. PROGRAM: The DEPARTMENT'S Ready for Reuse Loan and Grant Program.
- E. PROPERTY: The [name of site] site located at [address].

II. General Provisions

- A. The DEPARTMENT acts as the financial agent for the Wisconsin Brownfields Coalition, a recipient of U.S. EPA Brownfields Revolving Loan Fund Cooperative Agreement, and is authorized to make certain grants from these funds.
- B. The period of the grant shall be from the Grant Approval Date of date the DEPARTMENT signs this document until the Grant End Date of twenty eight months later.
- C. These funds are to be used to undertake cleanup of the PROJECT, a brownfields site with a release of a hazardous substance defined by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), at [address]. In general, the hazardous substances at the site include [contaminants].
- D. The PROPERTY is not listed, or proposed for listing on the National Priorities List of the U.S. Environmental Protection Agency (EPA).
- E. The brownfields site will be owned by the GRANTEE, who will have full access to site.
- F. The GRANTEE is not a generator or transporter of the contamination at the site.
- G. The PROPERTY is subject to the jurisdiction and oversight of the Wisconsin Department of Natural Resources (WDNR) Remediation and Redevelopment Program (Exhibit A: BRRTS Printout for the Property), including the ch. NR 700 rule series.
- H. The GRANTEE is not and has never been subject to any penalties resulting from environmental non-compliance at or on the PROPERTY nor is the GRANTEE, or its PROJECT contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this federal program or from the receipt of these funds.
- I. The making and performance by GRANTEE of this Agreement does not violate any provision of law, or result in a breach of or constitute a default under any agreement, indenture or other instrument to which GRANTEE is a party or by which GRANTEE may be bound.
- J. This Agreement has been duly authorized, executed and delivered, and is a valid and binding Agreement. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the grant is outstanding and unpaid.

- K. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement which can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
- L. Except for any exhibits, attachments, plats or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
- M. The GRANTEE will acquire the PROPERTY after the time of disposal or placement of hazardous substances and has not caused, contributed to, permitted, or exacerbated the release of a hazardous substance on, or emanating from that PROPERTY.
- N. The GRANTEE is the current owner of the site, but is not a potentially responsible party under Section 107 of CERCLA, 42 U.S.C. Section 9607. The GRANTEE is a bona fide prospective purchaser under Section 101(40) of CERCLA, 42 U.S.C. 9601(40). The DEPARTMENT has documented the GRANTEE'S liability exemption in a memo dated date, which was sent to US EPA.
- O. The GRANTEE, through the Contractor, has performed or obtained copies of all Phase I and Phase II Environmental Site Assessments of the PROPERTY performed according to the ASTM International (ASTM) standards, or equivalent assessment procedures in conformance with the DEPARTMENT which verifies the presence of hazardous substances or petroleum products present in the soil, sediments and/or groundwater of the PROPERTY. The GRANTEE shall be responsible for the payment of all costs and expenses related to the Assessments. The GRANTEE agrees that grant funds shall not be used for the payment of any cost or expense related to the Assessments. The Assessments shall include, but are not limited to: Site background, analysis of the threat posed by the contaminant to public health, welfare and the environment and review of all past enforcement activities conducted by any governmental agency, and the site testing results.
- P. The DEPARTMENT and the GRANTEE mutually agree to perform this Agreement in accordance with the PROGRAM and with the PROJECT description, application, terms, conditions, plans, specifications, estimates, procedures, maps and assurances attached hereto and made a part hereof. In general, the work to be done at the site is described in the definitions as the PROJECT.
- Q. The GRANTEE is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
- R. This Agreement, together with any referenced parts and attachments, shall constitute the entire Agreement and previous communications or agreements pertaining to the subject matter of this Agreement are hereby superseded. Any revisions, including cost adjustments, must be made by an amendment to this Agreement or other written documentation, prior to the end date of the Agreement.
- S. Any cost adjustments must be made by a written amendment to this Agreement, signed by both parties, prior to the expenditure of funds or the termination date of the Agreement. Adjustments for time of performance or scope of work may be granted to the GRANTEE by the DEPARTMENT in writing without the requirements of the GRANTEE'S signature.
- T. The GRANTEE may decline this offer of financial assistance in writing at any time prior to the start of the PROJECT and before expending any funds. After the PROJECT has been started or funds expended, this Agreement may be terminated, modified, or amended consistent with the provisions of this agreement.
- U. Failure by the GRANTEE to comply with the terms of this Agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the GRANTEE. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this Agreement, at the DEPARTMENT'S discretion.

III. The GRANTEE agrees:

1. To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the DEPARTMENT'S Ready for Reuse program manager both original Agreements duly signed by the authorized representative. This action must take place within 30 days of receipt of this Agreement. Once signed by all parties, the DEPARTMENT will return the GRANTEE's copy and the Agreement is binding.
2. And understands that all grant funds provided to GRANTEE shall be used solely for the PROJECT.
3. That any and all work performed on the PROPERTY for which grant funds are used and the receipt of any grant funds under this Agreement is conditioned upon the GRANTEE'S full compliance with this Agreement, all PROJECT documents and attachments, and the attached 2010 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D).
4. To provide a match, in cash or in-kind services, funds of at least 22% of the grant amount.
5. To make substantial progress on grant and match activities within six (6) months of the date of the DNR's signature on page 9 of this Agreement. If the DEPARTMENT determines that the GRANTEE has not made sufficient progress within this time frame, the DEPARTMENT may terminate this agreement. "Sufficient progress" may include, at a minimum, the completion of activities listed in Section III, Number 14(a-d).
6. To ensure environmental cleanups are protective of public safety, welfare and human health and the environment.
7. To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes, and federal and local laws, in fulfilling the terms of this Agreement. In particular, the GRANTEE agrees to conduct environmental response actions in accordance with the NR 700 series, Wis. Adm. Code.
8. To carry out the PROJECT activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including, but not limited to, the following: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, et. seq.) (CERCLA); Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments 40 CFR Part 31; the National Oil and Hazardous Substances Contingency Plan (NCP), 40 C.F.R. Part 300; all applicable 'cross-cutting requirements', including those federal requirements agreed between the USEPA and the DEPARTMENT defined by their Cooperative Agreement No. BF-96560601; MBE/WBE requirements found at 40 C.F.R. 31.36(e) or 40 C.F.R. 30.44(b); OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act; Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327-333), the Anti Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. This includes, but is not limited to, carrying out procurements in compliance with 40 C.F.R. Section 31.36, having a financial management system which complies with 40 C.F.R. Section 31.20, and performing audits in accordance with 40 C.F.R. Section 31.26. Failure to comply with this provision shall not be a breach of this covenant if such failure does not have, or is not reasonably expected to have a materially adverse effect on the properties, business prospects or condition (financial or otherwise) of GRANTEE and GRANTEE is acting in good faith and with reasonable dispatch to cure such noncompliance.
9. To carry out the PROJECT in accordance with the Davis-Bacon Act of 1931 (40 U.S.C. 276a-276a-5 and 42 U.S.C. 3222). CERCLA compliance with Davis-Bacon requires payment of Federal prevailing wage rates for construction, repair or alteration work funded in whole or in part with PROGRAM funds. The GRANTEE must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
10. To comply with Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4 relating to Federally-assisted construction contracts.

11. To comply with the statutes prohibiting discrimination on the grounds of race, color, national origin, sex and disability. In addition, the GRANTEE will undertake good faith efforts to give opportunities for qualified Small Business Enterprises (SBE), Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE) to submit proposals, bids, and provide services on contracts and subcontracts for services and supplies. The GRANTEE shall submit a report of such efforts.
12. The GRANTEE shall be responsible for the consequences of its own acts, errors or omissions in connection with accessing the Property and taking any action thereon and those of its employees, agents, officers and representatives in connection with accessing the Property and taking any action thereon and shall be responsible for any losses, claims and liabilities that are attributable to such acts, errors or omissions.
13. To comply with all applicable local, state and federal contract and bidding requirements.
14. To submit reports and copies of other studies, reports, contracts, or documents relating to the PROJECT in accordance with the 2010 US EPA Revolving Loan Fund Terms and Conditions (Exhibit D), including, but not limited to:
 - (a) To prepare a community relations plan for DEPARTMENT review and approval, and implement the approved community relations plan that includes providing a copy of all public mail notices and agendas of all meetings or public information hearings to the DEPARTMENT, prior to commencing any response actions.
 - (b) i. To prepare an analysis of Brownfields cleanup alternatives' document for Department review and approval that contains information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed remediation. The evaluation of alternatives must include effectiveness, ability to be implemented, and the cost of the remediation proposed; ii. GRANTEE shall submit copies of the draft analysis of brownfields cleanup alternatives to the DEPARTMENT for review and approval and to US EPA and the DEPARTMENT'S designated environmental project manager; iii. A publicly available administrative record shall be established by the GRANTEE and a newspaper notice be placed in the newspaper, in accordance with the attached terms and conditions; iv. The GRANTEE shall make the analysis of brownfields cleanup alternatives document available for review and public comment in the administrative record for a period of not less than thirty (30) days from the date of publication of a public notice which announces the availability of the document for public review; v. After the public comment period, the GRANTEE shall respond to the specific public comments, and provide the DEPARTMENT with a copy of all comments received and the GRANTEE'S responses, a copy of the newspaper notice, and documentation of any changes proposed by the GRANTEE to the remediation; vi. The DEPARTMENT shall incorporate all appropriate comments into a DEPARTMENT-prepared decision document, as appropriate. The final decision document is the GRANTEE'S authorization to undertake the site-specific remediation. No site work, unless authorized by the Department, shall occur prior to the date of the finalized decision document.
 - (c) To prepare remedial design and engineering documents and submit them to the DEPARTMENT for review and approval and to the DEPARTMENT'S designated environmental project manager, if applicable, for review and comment. This may occur simultaneously with the submittal of the analysis of cleanup alternatives document.
 - (d) If confirmatory samples will be collected during cleanup activities to document the completeness of the cleanup, the GRANTEE, through the Contractor, shall prepare a Quality Assurance Project Plan, or its equivalent (e.g. QA/QC), which sets forth the manner and method of collecting and analyzing samples and submit it to the DEPARTMENT for review and approval.
 - (e) The GRANTEE is responsible for the completion of the community relations plan and the analysis of Brownfields cleanup/interim actions alternatives referenced in (a) and (b) above.
15. To reimburse the DEPARTMENT for any and all funds the DEPARTMENT deems appropriate in the event the GRANTEE fails to comply with the conditions of this Agreement as described, or fails to provide public benefits as indicated in the PROJECT application, proposal description, or this Agreement. In addition, should the

GRANTEE fail to comply with the conditions of this Agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the PROJECT to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this Agreement may be terminated, including further PROJECT cost payment.

16. Not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, arrest or conviction record or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the GRANTEE further agrees to take affirmative action to ensure equal employment opportunities. The GRANTEE agrees to post in a conspicuous place available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
17. To cooperate fully with an audit of the Grant and the Work, if so requested.
18. To document all the uses of the grant proceeds, and maintain adequate books and accounts in accordance with generally accepted accounting principles consistently applied. GRANTEE shall permit any representative of DEPARTMENT, at any reasonable time, to inspect, audit and examine such books and inspect the properties of GRANTEE and shall maintain documentation on the use of the grant proceeds for a minimum of three (3) years after the completion of remediation activities supported by the grant, or for the length of the grant, whichever is greater, except that records that are subject to audit findings shall be retained three (3) years after such findings have been resolved, and all such records and supporting documents shall be made available, upon request, for inspection or audit by the DEPARTMENT or its representatives.
19. To maintain documentation until the completion of any litigation, claim, negotiation, audit or other action involving those documents or for the record retention period set above, whichever is longer. GRANTEE shall seek the written approval of the DEPARTMENT prior to disposing of records.
20. To notify the DEPARTMENT when the PROJECT is complete. The notice shall contain certification or documentation that the eligible activities are completed and have been performed in accordance with the terms of this Agreement. This grant closeout documentation shall summarize the actions taken, the resources committed, the problems encountered in completion of the PROJECT, if any, identify any institutional controls required, and document that the cleanup is complete and is protective of human health and the environment. This documentation shall be submitted to the DEPARTMENT'S designated Environmental Project Manager for review and comment.
21. To obtain a close out letter under ch. NR 726, Wis. Adm. Code, or a Certificate of Completion under s. 292.15, Wis. Stats., for the PROPERTY or other approved liability assurance letter acceptable to the GRANTEE.
22. To erect a sign on the PROJECT site stating that the PROJECT is being financed in part by the DEPARTMENT and the PROGRAM, and providing the appropriate contacts for obtaining information on activities being conducted at the site and for reporting suspected criminal activities. The sign erected on the PROPERTY shall comply with the requirements of 40 C.F.R. Part 35, Subpart O (35.6105(a)(2)(ii)) and all requirements of the state and local laws applicable to on-premise outdoor advertising, and be posted on the PROPERTY within 30 days of signing this Agreement. The sign shall be posted in a publicly visible location.
23. That it is expressly understood that a failure or delay on the part of the GRANTEE in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an Act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement, however, the GRANTEE shall use its best effort to ensure that the PROJECT is completed in a reasonable time without unnecessary delay.
24. And understands that any use of the PROPERTY or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.

IV. The DEPARTMENT agrees:

1. To obligate to the GRANTEE the amount of \$000,000, and to tender to the GRANTEE that amount as long as the GRANTEE or another Local Governmental Unit provides matching funds of at least 22% of the grant amount.
2. To supply the GRANTEE with all necessary state and federal reporting forms.
3. That the GRANTEE shall have sole control of the method, hours worked, and time and manner of any performance under this Agreement other than as specifically provided herein. The DEPARTMENT reserves the right to inspect the job site or premises for insuring that the performance is progressing or has been completed in compliance with the Agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the Agreement to be performed by the GRANTEE or the GRANTEE's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the GRANTEE'S employees or agents.
4. That [name] has been designated by the DEPARTMENT as the Environmental Project Manager, who shall review and approve the proposed cleanup and coordinate the work to be performed using grant funds, and will review the GRANTEE'S remedial planning, design, and engineering documents and review the cleanup activities as they are on-going to ensure that the cleanup is being completed in accordance with all local, state, and federal requirements and is protective of human health and the environment.

V. Special Conditions**1. Grant Reimbursement**

The GRANTEE may request a maximum of one reimbursement payment per month and the GRANTEE shall use form #4400-243 provided by the DEPARTMENT. Such requests shall include documentation of (1) work completed; (2) eligible costs, and (3) match incurred by the GRANTEE.

The GRANTEE or another Local Governmental Unit must provide documentation that the match percentage indicated on the first page of this contract has been incurred by the GRANTEE at each payment request. Grant payments are contingent upon review by the DEPARTMENT and may be adjusted if costs are determined to be ineligible.

The DEPARTMENT may withhold ten percent of the total grant amount stated in this contract for final payment. The final payment request shall be made on form #4400-243 provided by the Department.

The Grant Funds shall be payable to the GRANTEE as reimbursement for allowable expenses incurred based upon the progress of the work and in accordance with the approved Project Budget (Exhibit B) attached hereto and made a part hereof. No reimbursement shall be made to the GRANTEE without the written approval of the DEPARTMENT.

Final Report

The GRANTEE shall complete a Final Report on form #4400-253 available from the DEPARTMENT documenting the activities completed with the funds awarded under this Agreement. The GRANTEE shall submit a copy of any Site Investigation (SI) reports or Remedial Action Plans (RAPs) funded by this grant as a component of the final report on grant activities required by the DEPARTMENT. The report shall be submitted to the DEPARTMENT along with the final request for reimbursement under this grant Agreement.

2. Quarterly Progress Reports

The GRANTEE shall furnish brief written progress reports to the DEPARTMENT on a quarterly basis during the cleanup. The reports are due on April 15, July 15, October 15 and January 15 of each year.

3. Changes to PROJECT Scope or Budget

The GRANTEE shall conduct all the activities listed in the "Scope and Description of Grant Activities" section of this Agreement. If the GRANTEE requests a modification to the scope and description of the grant activities to be conducted, the GRANTEE shall submit a request for an amendment to this Agreement in writing to the DEPARTMENT before the end date of this Agreement. Such a request must be submitted before any activities are conducted that are different than those listed in this Agreement. Amendments are subject to DEPARTMENT approval and availability of funds. No additional work or expense may be undertaken until approval is received, in writing, for the scope or budget change.

If the GRANTEE determines that they will not need to use the full amount of their grant award, the GRANTEE shall notify the DEPARTMENT in writing as soon as possible such that excess funds may be allocated to another project.

4. GRANTEE In-Kind Cost Documentation

This grant may be used to pay the actual costs to conduct the site-specific grant eligible activities, even if the work was conducted directly by the local government who received the grant. In order for in-kind costs to be reimbursed or count as matching funds, the GRANTEE shall provide adequate documentation of staff time, equipment use, and other eligible costs. Any staff overtime charges must be approved by the DEPARTMENT prior to the work being conducted. The GRANTEE shall make the request in writing that includes a justification as to why overtime is necessary and a private company estimate for the work. Equipment rental rates may not exceed the county machinery rates established annually by the Department of Transportation. The GRANTEE shall clarify whether the GRANTEE is requesting DEPARTMENT reimbursement or if the in-kind documentation is to apply to the 22% match.

5. Site Access

The GRANTEE shall have legal and physical access to the site or facility to conduct all the activities described in the "Scope and Description of Grant Activities" section of this Agreement before this Agreement is executed. If circumstances change resulting in reduction of access, the GRANTEE shall notify the DEPARTMENT immediately in writing.

6. Site Investigation and Remedial Action Plan

A ch. NR 716, Wis. Adm. Code, site investigation and a ch. NR 722, Wis. Adm. Code, remedial action option report must be approved by the DEPARTMENT before the GRANTEE can obtain reimbursement from this grant. If the site investigation and remedial action option report have not already been approved, the GRANTEE shall submit those reports to the DEPARTMENT'S Environmental Project Manager for review and approval. If a site investigation report and/or remedial action option report is not approved by the project manager and further work is necessary for the activity to satisfy the appropriate regulatory requirements, then the additional work must be conducted in order for that report or plan to be approved and eligible grant activities to be reimbursed. Costs incurred to conduct site investigation activities shall not be reimbursed by this grant. Costs to prepare the remedial action option report can be reimbursed by this grant if included in the "Scope and Definitions of Grant Activities" section of this Agreement.

7. Assessment and Investigation Activities

Lead surveys are not reimbursable under this grant.

All investigative wastes, as defined in s. NR 716.03(4), Wis. Adm. Code, will be properly stored and disposed of in accordance with applicable regulations in chs. NR 500 to 590 and chs. NR 600 to 690, Wis. Adm. Code. Disposition of investigative wastes by the GRANTEE must occur within six (6) months of generation of wastes.

Abandonment of any wells or drillholes must be completed in accordance with s. NR 812.26 or s. NR 141.25, Wis. Adm. Code. Abandonment forms (Form 3300-005 and/or 3300-5B) must be submitted within sixty (60) days after the wells or drillholes have been abandoned. The date and recipient of the forms shall be noted in the final report.

8. Remedial Actions

All investigation and remedial actions conducted as part of this grant shall follow the procedures and requirements included in s. 292.11, Wis. Stats., and ch. NR 140, Wis. Adm. Code and the NR 700 rule series. Remedial actions eligible for funding are those consistent with the definition in s. NR 700.03(48), Wis. Adm. Code, and those described in the "Scope and Definitions of Grant Activities" section of this Agreement. Nothing in this Agreement shall entitle the GRANTEE or any other party involved with the PROJECT to any special rights, privileges, liability exemptions, or obligations regarding their responsibility to undertake remedial actions under s. 292.11, Wis. Stats., or any other state or federal environmental laws.

9. Waste Disposal

All solid wastes generated at the Site, including contaminated soil and other solid wastes generated during response actions associated with this grant/loan, will be disposed of properly at either a ch. 289, Stats., licensed landfill or in a manner consistent with the applicable provisions of ch. NR 718, Wis. Admin. Code. In limited situations, some solid wastes managed under this Agreement may be eligible for a low hazard exemption under ch. 289, Stats. In order for the response action costs associated with a low-hazard exemption activities to be eligible for reimbursement under this Agreement, the grant/loan recipient will need to receive written, pre-approval of such response actions and costs from the Department's Brownfields and Outreach Section Chief, the RR Project Manager and the Solid Waste program.

Note: Final approval of proposed disposal option – on or off-site - will be in writing and authorized as a component of the Remedial Action Plan (RAP) approval, by the Department's Brownfields and Outreach Section Chief. This Department-written approval of the disposal location is required in advance of any disposal actions taking place. The Department reserves the right to deny payment of transportation and disposal costs if such written approval is not obtained prior to those costs being incurred.

10. Fees

If the GRANTEE requests the DEPARTMENT to conduct any technical reviews of reports, including the Site Investigation Report, Remedial Action Options Report, and other reports, letters or approvals, the review is subject to the fee schedule described in chs. NR 749 or NR 750, Wis. Adm. Code. These fees are eligible for reimbursement if incurred during the grant Agreement period.

11. Backfill, Capping and Cover Material

Backfill, capping and cover material brought to the PROPERTY must be from a known source that does not contain contaminants above non-industrial soil cleanup standards established in ch. NR 720, Wis. Adm. Code. The GRANTEE, their contractor or GRANTEE's assignee shall submit to the DEPARTMENT for approval a materials management plan that includes a sampling and analysis plan for the material prior to it being brought on to the PROPERTY. Included in the submittal for approval shall be a description of where the material will be placed on the PROPERTY in accordance with ch. NR 718, Wis. Adm. Code.

12. Hazardous Substances

Hazardous substances shall be analyzed and disposed of in accordance with all applicable requirements in ch. NR 700 series, Wis. Adm. Code.

13. Petroleum or Hazardous Substance Storage Tank Removal

All petroleum or hazardous substance storage tank removal(s) shall be conducted in accordance with ch. SPS 310, Wis. Adm. Code.

Any wastes generated during the removal and cleaning of the tanks shall be analyzed and managed in accordance with all applicable requirements in the ch. NR 500 and ch. NR 600 series, Wis. Adm. Code. The

GRANTEE shall submit a copy of any report that summarizes work done with regards to petroleum or hazardous substance storage tank removal(s) as a result of grant activities to the DEPARTMENT as a component of the final report.

14. Demolition Operations [Only if required by the Remedial Action Plan and listed in the "Scope and Description of Grant Activities" section of this Agreement.]

Disposal of waste or media containing waste shall be managed in accordance with the applicable requirements of chs. NR 447, NR 500 to NR 590, and NR 600 to NR 690, Wis. Adm. Code.

A GRANTEE who plans to haul the demolition waste must be licensed in accordance with the applicable requirements of either ch. NR 500 or ch. NR 600, Wis. Adm. Code., unless exempted under s. NR 500.08, Wis. Adm. Code.

15. Asbestos Abatement [Only if required by the Remedial Action Plan and listed in the "Scope and Description of Grant Activities" section of this Agreement.]

Inspection of buildings for the presence of asbestos shall be performed by an asbestos inspector, and the oversight of the asbestos abatement shall be completed by an asbestos supervisor, both certified under ch. HFS 159, Wis. Adm. Code.

Asbestos abatement shall be conducted in accordance with ch. NR 447, Wis. Adm. Code. Asbestos waste shall be transported by a licensed solid waste hauler to a solid waste landfill which meets the requirements in s. NR 506.10, Wis. Adm. Code for the type of asbestos containing material being disposed. Transportation and disposal shall also be done in accordance with chs. NR 447, NR 500 to NR 590, and NR 600 to NR 690, Wis. Adm. Code.

VI. Signatures

The person signing for the GRANTEE represents that he or she is authorized to execute this Agreement and bind the GRANTEE, either by a duly adopted resolution or otherwise. The foregoing offer is hereby accepted on behalf of the GRANTEE. The GRANTEE promises to execute the purchases and activities funded in part by this grant in strict accordance with the terms and conditions of this Agreement.

**GRANTEE
AUTHORIZED REPRESENTATIVE**

**STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY**

By _____
[name and title]

By _____
Mark F. Giesfeldt, P.E., Director
Bureau for Remediation and Redevelopment

(Date)

(Date)

List of Exhibits

- A. **BRRTS Printout for the Property**
- B. **Project Budget Sheet Summary**
- C. **Project Manager Summary Page**
- D. **US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2010**

EXHIBIT A
BRRTS PRINTOUT FOR THE PROPERTY

DNR Copy

Exhibit A

Grantee Initials _____

EXHIBIT B

PROJECT BUDGET SHEET SUMMARY

City of _____
 [site name]
 RRG-xxx

Approved Activity Name	Eligible Costs	Matching Costs	Total Cost
1. Preparation/Finalization of Remedial Action Plan	\$0		\$0
2. Public Participation Costs	\$0		\$0
3. Soil Excavation	\$0		\$0
4. Soil Transportation and Disposal	\$0		\$0
5. Soils Confirmation Testing	\$0		\$0
6. Groundwater Remediation Capital Costs	\$0		\$0
7. Groundwater Remediation Operation and Maintenance	\$0		\$0
8. Post-Remedial Groundwater Monitoring	\$0		\$0
9. Remediation Oversight	\$0		\$0
10. Health & Safety Site Monitoring	\$0		\$0
11. DNR Fees		\$0	\$0
12. Hazardous Substance Storage Tank Removal and Disposal		\$0	\$0
13. Other Eligible Costs: VPLE Insurance		\$0	\$0
TOTALS	\$0	\$0	\$0

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

City of _____
[site name]
RRG-~~xxx~~
DNR Project Manager – [name]

1. PROJECT DESCRIPTION
2. ELIGIBLE ACTIVITIES
3. INELIGIBLE ACTIVITIES

4. ADDITIONAL NOTES

EXHIBIT D

US EPA Revolving Loan Fund (RLF) Terms and Conditions for 2015

Administrative Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at: http://www.epa.gov/ogd/tc/general_tc_applicable_aa_recipients_dec_26_2014.pdf. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

2. GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide [SEE DBE COORDINATOR INFO LISTED BELOW] with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

Adrienne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The Wisconsin Department of Natural Resources has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: 8%

WBE: 8%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that

encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

3. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

4. UNLIQUIDATED OBLIGATIONS - INTERIM FFR

Submission of Interim Federal Financial Reports

Pursuant to 2 CFR 200.327 and 2 CFR 200.343(a), EPA recipients shall submit an annual Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the Internet at <http://www.epa.gov/financial/>.

All FFRs must be submitted to the Las Vegas Finance Center: **USEPA LVFC**
4220 S. Maryland Pkwy
Bldg C, Ste 503

Las Vegas, NV 89119

or by Fax to: 702-798-2423;
or via email at LVFC-Grants@epa.gov.

A courtesy copy of the Interim FFR can be submitted to the Grants Management Office using one of the following options: email the Grants Specialist listed on the award or send to us in the mail at U.S. EPA - Region 5, 77 W. Jackson Blvd., MC-10J, Chicago, IL 60604. All email attachments must be sent in pdf format. Documents emailed to us in any other format cannot and will not be accepted.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the close-out of the assistance agreement.

EPA may take enforcement actions in accordance with 2 CFR 200.338 if the recipient does not comply with this term and condition.

Programmatic Conditions

THE FOLLOWING TERMS & CONDITIONS SUPERSEDE PREVIOUSLY CITED TERMS & CONDITIONS:

1. NATIONAL HISTORIC PRESERVATION ACT

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable shall assist EPA in complying with any requirements of the Act and implementing regulations.

2. FUND (RLF)

REVOLVING LOAN

Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization Grants awarded under CERCLA § 104(k) and those that chose to transition to § 104(k), or those agreements which have been amended after 12/24/14

They do not apply to pre-FY 2003 grants subject to § 104(d).

I. GENERAL FEDERAL REQUIREMENTS

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, EPA has approved the proposal for the Cooperative Agreement Recipient (CAR).
2. In implementing this agreement, the cooperative agreement recipient shall comply with and require that work done by borrowers and subrecipients with cooperative agreement funds comply with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k). The CAR will ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR will ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to have borrowers or subrecipients conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subrecipients to participate in a State or Tribal response program, then the CAR is required to consult with the Environmental Protection Agency (EPA) on each loan or subaward to ensure the proposed cleanup is protective of human health and environment.

II. SITE/BORROWER/SUBRECIPIENTS ELIGIBILITY

A. Brownfields Site Eligibility

1. The CAR must provide information to EPA about site-specific work prior to incurring any costs under this cooperative agreement. The information that must be provided includes whether or not the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA, whether the CAR is the potentially responsible party under CERCLA 107 and/or has defenses to liability.
2. If the site is excluded from the general definition of a brownfield site, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination. In their request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that the Agency has determined that the property is eligible.
3. For any petroleum-contaminated brownfields site, the CAR shall provide sufficient documentation to the EPA prior to incurring costs under this cooperative agreement which includes (refer to EPA's *Proposal Guidelines for Brownfields Revolving Loan Fund Grants* dated November 2013 for discussion of this element) documenting that:
 - a. a State has determined that the petroleum site is of relatively low risk, as compared to other petroleum sites in the State;
 - b. the State determines there is "no viable responsible party" for the site;
 - c. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
 - d. the site is not subject to any order issued under section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State following contact and discussion with the appropriate state petroleum program official.

4. Documentation must include (1) the identity of the State program official contacted, (2) the State official's telephone number, (3) the date of the contact, and (4) a summary of the discussion to reach each determination that the site is of relatively low risk, that there is no viable responsible party and that the person assessing, investigating, or cleaning up the site is not potentially liable for cleaning up the site. Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.
5. If the State chooses not to make the determinations described in 3.a. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
6. EPA will make all determinations on the eligibility of petroleum-contaminated brownfields sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in "3" above.

B. Borrower and Subrecipient Eligibility

1. The CAR may only provide cleanup subawards to an eligible entity or nonprofit organization to clean up sites *owned* by the eligible entity or nonprofit organization at the time of subawards. Eligible

subrecipients include eligible entities as defined under CERCLA § 104(k)(1) and nonprofit organizations as defined in Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subawards.

2. The subrecipient must retain ownership of the site throughout the period of performance of the subaward. For the purposes of this agreement, the term "owns" means fee simple title unless EPA approves a different arrangement. However, the CAR may not provide a subaward to itself or another component of its own unit of government or organization.
 3. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principle. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 30 percent, provided that the total amount of the principal forgiven for that loan shall not exceed \$200,000. Eligible entities include those identified in CERCLA § 104(k)(1) and nonprofit organizations as defined at Section 4(6) of the Federal Financial Assistance Management Improvement Act of 1999. Private, for-profit entities are not eligible for discounted loans.
 4. The CAR shall not loan or subaward funds that will be used to pay for cleanup activities at a site for which a loan or grant recipient is potentially liable under CERCLA § 107. The CAR may rely on its own investigation which can include an opinion from the subrecipient's or borrower's counsel. However, the CAR must advise the borrower or subrecipient that the investigation and/or opinion of the subrecipient's or borrower's counsel is not binding on the Federal Government.
 5. For approved eligible petroleum-contaminated brownfields sites, the person cleaning up the site must be a person who is not potentially liable for cleaning up the site. For brownfields grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum-product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.
 6. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subrecipients.
 7. A borrower or subrecipient must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subaward. The CAR, in consultation with the EPA, must consider this history in its analysis of the borrower or subrecipient as a cleanup and business risk.
 8. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subrecipient.
- C. Obligations for Grant Recipients, Borrowers, or Subrecipients Asserting a Limitation on Liability from CERCLA § 107**
1. Grant recipients, borrowers, or subrecipients who are eligible, or seek to become eligible, to receive a grant, loan, or subaward based on a liability protection from CERCLA as a: (1) bona fide prospective purchaser (BFPP), (2) contiguous property owner (CPO), or (3) innocent landowner (ILO) (known as the "landowner liability protections"), must meet certain threshold criteria and satisfy certain continuing obligations to maintain their status as an eligible grant recipient, borrower, or subrecipients. These include, but are not limited to the following:
 - a. All grant recipients, borrowers, or subrecipients asserting a BFPP, CPO or ILO limitation on liability must perform (or have already performed) "all appropriate inquiry," as found in section 101(35)(B) of CERCLA, on or before the date of acquisition of the property.

- b. Grant recipients, borrowers, or subrecipients seeking to qualify as bona fide prospective purchasers or contiguous property owners must not be potentially liable, or affiliated with any other person that is potentially liable for response costs at the facility through;
- (a) any direct or indirect familial relationship; or
 - (b) any contractual, corporate, or financial relationships; or
 - (c) a reorganized business entity that was potentially liable or otherwise liable under CERCLA § 107(a) as a prior owner or operator, or generator or transporter of hazardous substances to the facility.

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- c. Landowners must meet certain continuing obligations in order to achieve and maintain status as a landowner protected from CERCLA liability. These continuing obligations include:
- i. complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
 - ii. taking reasonable steps to stop any continuing hazardous substance releases, prevent any threatened future release, and prevent or limit human, environmental, or natural resource exposure to any previously released hazardous substance;
 - iii. providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration;
 - iv. complying with information requests and administrative subpoenas (applies to bona fide prospective purchasers and contiguous property owners); and
 - v. complying with legally required notices (again, applies to bona fide prospective purchasers and contiguous property owners) [see CERCLA § § 101(40)(B)-(H), 107(q)(1)(A), 101(35)(A)-(B).].
- d. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Term of the Agreement

1. The term of an RLF agreement is five years, unless otherwise extended by EPA at the CAR's request.
2. If after 2 years from the date of award, EPA determines that the recipient has not made sufficient progress in implementing its cooperative agreement the recipient must implement a corrective action plan approved by the EPA Project Officer or EPA may terminate this agreement for material non-compliance with its terms. Sufficient progress is indicated by the grantee having made loan(s) and/or subaward(s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, and the development of one or more potential loans/subawards.

B. Substantial Involvement

1. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative

agreement.

- a. Substantial involvement by the U.S. EPA generally includes administrative activities such as: monitoring; reviewing and approving of procedures for loan and subrecipient selection; review of project phases; and approving substantive terms included in professional services contracts.
 - b. Substantial EPA involvement also includes brownfields property-specific funding determinations described in I. B.1. under *EPA and/or State Approvals of Brownfields Sites* above. The CAR may also request technical assistance from EPA to determine if sites qualify as brownfields sites and to determine whether the statutory prohibition found in section 104(k)(4)(B)(i)(IV) of CERCLA applies. This prohibition prohibits a grant or loan recipient from using grant funds to clean up a site if the recipient is potentially liable under §107 of CERCLA for that site.
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports; and monitoring all reporting, record-keeping, and other program requirements.
 - d. Substantial EPA involvement may include the review of the substantive terms of RLF loans and cleanup subawards.
 - e. EPA may waive any of the provisions in term and condition III. B.1, with the exception of property-specific funding determinations. EPA will provide waivers in writing.
2. Effect of EPA's substantial involvement includes:
- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with EPA.
 - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Parts 200 and 1500.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for establishing an RLF team that will implement the Program and for coordinating the team's activities as outlined below.
2. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields cleanup activities at a particular site, if they do not have such a professional on staff.
3. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subaward program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager for services performed must be consistent with 2 CFR Parts 200 and 1500.
4. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel should review all loan/subaward agreements prior to execution.

5. The CAR is responsible for ensuring that borrowers and subaward recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subaward recipients are consistent with the terms and conditions of this agreement.
6. **Competency of Organizations Generating Environmental Measurement Data :** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

D. Quarterly Progress Reports

1. The CAR must submit progress report on a quarterly basis to the EPA Project Officer. Quarterly progress report must include:
 - a. Summary of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - b. An update on project schedules and milestones.
 - c. A list of the loans and/or subawards during the reporting quarter.
 - d. A budget recap summary table with the following information: current approved project budget; costs incurred during the reporting quarter; costs incurred to date (cumulative expenditures); cost share updates; and total remaining funds.
2. The CAR must maintain records that will enable it to report to EPA on the amount of funds expended on specific properties under this cooperative agreement.
3. In accordance with 2 CFR 200.328(d)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the approved work plan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., loan signed, cleanup started) and any final accomplishments (i.e., cleanup completed, contaminants removed, Institution Controls, Engineering Controls) by completing and submitting relevant portions of the Property Profile Form using the Brownfields Program on-line reporting system, known as Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. EPA will provide the CAR with training prior to obtaining access to ACRES. The training is required to obtain access to ACRES. The CAR must utilize the ACRES system unless approval is obtained from the regional Project Officer to utilize the Property Profile Form.

F. Final Report

1. The CAR must submit a final report at the end of the period of performance in order to finalize the closeout of the grant. This final report must capture the site names, what work was done at each site and how much funding was spent at each site. It should also provide information that documents the outreach efforts done by the CAR and other activities that help explain where the funding was utilized. See Section VII for more details on final report and closeout.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

B. Eligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients

1. To the extent allowable under the EPA approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to capitalize the RLF and conduct cleanups.
 - a. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers or subrecipients at brownfields sites.
 - b. At least 50% of the funds must be used by the CAR to provide loans for the cleanup of eligible brownfields sites and for eligible programmatic costs for managing the RLF. Up to 50% can be used for subawards to clean up eligible brownfield sites under the RLF and for eligible programmatic costs for managing subaward(s). (Note: cleanup subawards are limited to \$200,000 per site). (Note: The CAR may request a waiver to the 50% cap on subaward funds. Please consult with your Regional Project Officer for the waiver process.)
 - c. To determine whether a cleanup subaward is appropriate, the CAR must consider the following as required by CERCLA § 104(k)(3)(B)(c):
 - i. The extent the subaward will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
 - ii. The extent the subaward will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
 - iii. The extent the subaward will facilitate the use or reuse of existing infrastructure; and
 - iv. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

2. The CAR may use cooperative agreement funds to capitalize a revolving loan fund to be used for loans or subawards for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include direct costs for:
 - a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k);
 - b. Ensuring that a RLF cleanup complies with applicable requirements under Federal and State laws, as required by CERCLA § 104(k);
 - c. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed;

- d. Preparing an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
 - e. Ensuring that public participation requirements are met. This includes preparing a community relations plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments;
 - f. Establishing an administrative record for each site;
 - g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR 1500.11. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 6, 2000;
 - h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subrecipients activities to ensure compliance with applicable Federal and State environmental requirements;
 - i. Ensuring that the site is secure if a borrower or subrecipient is unable or unwilling to complete a brownfields cleanup;
 - j. Using a portion of a loan or subaward to purchase environmental insurance for the site. The loan or subaward may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section C.
 - k. Any other eligible programmatic costs including costs incurred by the recipient in making and managing a loan; obtaining financial management services; quarterly reporting to EPA; awarding and managing subawards; and carrying out outreach pertaining to the loan and subaward program to potential borrowers and subrecipients; and
 - l. Subrecipient progress reporting to the CAR is an eligible programmatic cost.
3. If the CAR makes a subaward to a local government that includes an amount (not to exceed 10% of the subaward) for brownfields program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subrecipient maintains records adequate to ensure compliance with the limits on the amount of subaward funds that may be expended for this purpose.
- C. Ineligible uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subrecipients**
1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subrecipient for any of the following activities:
 - a. Environmental assessment activities, including Phase I and Phase II Environmental Site

- Assessments.
 - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action.
 - c. Construction, demolition, and development activities that are not integral to the cleanup actions, and addressing public or private drinking water supplies that have deteriorated through ordinary use.
 - d. Job training unrelated to performing a specific cleanup at a site covered by a loan or subaward.
 - e. To pay for a penalty or fine.
 - f. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority.
 - g. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107.
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup.
 - i. Unallowable costs (e.g., lobbying and fund raising) under 2 CFR Parts 200 and 1500.
2. Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs incurred by the CAR and subrecipients under 2 CFR 200 Subpart E.
- a. Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the *Uniform Administrative Requirement for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR 200 and 1500. Direct costs for grant and subaward administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grantee or subrecipient is required to carry out the activity under the grant agreement. Costs incurred to report quarterly performance to EPA under the grant are eligible.
 - b. Ineligible grant or subaward administration costs include direct costs for:
 - i. Preparation of applications for Brownfields grants and subawards;
 - ii. Record retention required under 2 CFR Parts 200.333-337 and 1500.6;
 - iii. Record-keeping associated with equipment purchases required under 2 CFR 200.313;
 - iv. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR 200.308 and 2 CFR 1500.8;
 - v. Maintaining and operating financial management systems required under 2 CFR 200.302;
 - vi. Preparing payment requests and handling payments under 2 CFR 200.305
 - vii. Non-federal audits required under 2 CFR 200 Subpart F; and

- viii. Close out under 2 CFR 200.343.
 - ix. Borrowers are subject to the CERCLA § 104(k)(4)(B) administrative cost prohibition requirements. The CAR must ensure that loan agreements prohibit borrowers and subrecipients from using loans financed with cooperative agreement funds for administrative costs.
 - c. Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs.
 - d. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement. Ineligible loan administration costs include expenses for:
 - i. Preparation of applications for loans and loan agreements;
 - ii. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
 - iii. Maintaining and operating financial management and personnel systems;
 - iv. Preparing payment requests and handling payments; and
 - v. Audits.
 - e. Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:
 - i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);
 - ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
 - iii. Supplies and equipment not used directly for cleanup at the site.
 - iv. Costs incurred by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls.
 - v. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.
4. Cooperative agreement funds may not be used for any of the following properties:
- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody or control of the United States

government except land held in trust by the United States government for an Indian tribe;
or

- d. A site excluded from the definition of a brownfields site for which EPA has not made a property-specific funding determination.

D. Use of Program Income

1. In accordance with 2 CFR 200.307 and 2 CFR 1500.7 the CAR is authorized to add program income to the funds awarded by the EPA and use the program income under the same terms and conditions of this agreement. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.

for Transitioned RLFs only

2. In accordance with Section 104(d)(3)(D), when a CAR transitions to a 104(k) cooperative agreement, any program income (e.g. fees, interest or principal repayments) generated prior to transition will be added to the 104(k) agreement and must be used in a manner consistent with Section 104(k)(3) and with the terms and conditions, contained herein.
3. The CAR may use program income from fees, interest payments from loans, and other forms of eligible program income to meet its cost-share. The CAR shall not use repayments of principal of loans to meet the CAR's cost-share requirement. Repayments of principal must be returned to the CAR's Brownfields cleanup revolving fund.
4. The CAR that elects to use program income to cover all or part of an RLF's programmatic costs shall maintain adequate accounting records and source documentation to substantiate the amount and percent of program income expended for eligible RLF programmatic costs, and comply with applicable OMB cost principles when charging costs against program income. For any cost determined by the EPA to have been an ineligible use of program income, the recipient shall reimburse the RLF or the EPA. EPA will notify the recipient of the time period allowed for reimbursement.
5. Loans or subawards made with a combination of program income and direct funding from EPA are subject to the same terms and conditions as those applicable to this agreement. Loans and subawards made with direct funding from EPA in combination with non Federal sources of funds are also subject to the same terms and conditions of this agreement.
6. The CAR must obtain EPA approval of the substantive terms of loans and subawards made entirely with program income.

E. Post Cooperative Agreement Program Income

1. After the end of the award period, the CAR shall use program income in a manner consistent with the terms and conditions of a "close out" agreement negotiated with EPA. In accordance with 2 CFR 200.333(e), the CAR shall maintain appropriate records to document compliance with the requirements of the close out agreement (i.e., records relating to the use of post-award program income). EPA may request access to these records or may negotiate post-close-out reporting requirements to verify that post-award program income has been used in accordance with the terms and conditions of the close out agreement.
2. In accordance with 2 CFR 1500.7(c), to continue the mission of the Brownfields Revolving Loan fund, recipients may use grant funding prior to using program income funds generated by the revolving

loan fund. Recipients may also keep program income at the end of the assistance agreement as long as they use these funds to continue to operate the revolving loan fund or some other brownfield purpose as outlined in their closeout agreement.

F. Interest-Bearing Accounts

1. The CAR must deposit advances of grant funds and program income (e.g., fees, interest payments, repayment of principal) in an interest bearing account.
2. Interest earned on advances, CARs and subrecipients are subject to the provisions of 2 CFR 200.305(b)(7)(II) relating to remitting interest on advances to EPA on a quarterly basis.
3. Interest earned on program income is considered additional program income.

V. RLF ENVIRONMENTAL REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR shall prepare an analysis of brownfields cleanup alternatives which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, implementability, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The clean up method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the grantee shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

C. Community Relations and Public Involvement in RLF Cleanup Activities

1. All RLF loan and subaward cleanup activities require a site-specific community relations plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved work plan, which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed. Specifically:
 - a. If any document, fact sheet, and/or web material are developed as part of this cooperative

agreement, then they shall include the following statement: "Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of the EPA."

- b. If a sign is developed, as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at: <http://www.epa.gov/oqd/tc.htm>.

D. Administrative Record

1. The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include the analysis of brownfield cleanup alternatives; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subaward agreement shall contain terms and conditions, subject to any required approvals by the regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subrecipient is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the U.S. EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the administrative record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subaward Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending/subawarding objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements; and, lending/subawarding practices that can include loan/subaward processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.
2. The CAR shall not incur costs under this cooperative agreement for loans, subawards or other eligible costs until an RLF grant workplan (*OPTIONAL: "and RLF implementation plan"*) has been submitted to and approved by U.S. EPA. *Though the workplan must identify tasks and milestones for establishing and operating the RLF, more detailed information may be submitted in supplemental documents, e.g., an "implementation plan."* The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of individual

loans/subawards and lending/subawarding practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subawards on a competitive basis. If the CAR decides not to award any subawards competitively, it must document the basis for that decision and inform EPA.
- b. Establishing appropriate project selection criteria consistent with Federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subrecipients receive RLF financing.
- d. Developing a formal protocol for potential borrowers or subrecipients to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subrecipient to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subrecipients for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
- e. Requiring that borrowers or subrecipients submit information describing the borrower's or subrecipient's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subaward recipient as a cleanup and business risk.
- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
- g. Establishing standardized procedures for the disbursement of funds to the borrower or subrecipient.

B. Inclusion of Special Terms and Conditions in RLF Loan and Subaward Documents

1. The CAR shall ensure that the borrower or subrecipient meets the cleanup and other program requirements of the RLF grants by including the following special terms and conditions in RLF loan agreements and subawards:
 - a. Borrowers or subrecipients shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable Federal and State laws and regulations. See Section I.A.2.
 - b. Borrowers or subrecipients shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subrecipients shall document how funds are used. If a loan or subaward includes cleanup of a petroleum-contaminated brownfields site(s), the CAR shall include a term and condition requiring that the borrower or subrecipient maintain separate records for costs incurred at that site(s).
 - d. Borrowers or subrecipients shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with RLF funds. Borrowers or subrecipients shall obtain written approval from the CAR prior to disposing of records. Cooperative agreement recipients shall also require that the borrower or subrecipient provide access to records relating to loans and subawards supported with RLF funds to authorized representatives of the Federal government.
 - e. Borrowers or subrecipients shall certify that they are not currently, nor have they been,

subject to any penalties resulting from environmental non-compliance at the site subject to the loan.

- f. Borrowers or subrecipients shall certify that they are not potentially liable under § 107 of CERCLA for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using grant funds for petroleum-contaminated brownfields sites, borrowers or subrecipients shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. Refer to the most recent issue of EPA's *Proposal Guidelines for Brownfields Assessment, Revolving Loan Fund and Cleanup Grants* for a discussion of these terms. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subrecipients shall conduct cleanup activities as required by the CAR.
- h. Subrecipients shall comply with applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subaward funds must comply with Procurement Standards of 2 CFR 200.317 through 200.326, as applicable.
- i. A term and condition or other legally binding provision shall be included in all loans and subawards entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-Federal sources of funds, to ensure that borrowers and subrecipients comply with all applicable Federal and State laws and requirements. In addition to CERCLA § 104(k), Federal applicable laws and requirements include: 2 CFR Parts 200 and 1500.
- j. The CAR must comply with Davis-Bacon Act prevailing wages for all construction, alteration and repair contracts and subcontracts awarded with EPA grant funds. For more detailed information on complying with Davis-Bacon, please see the Davis-Bacon Addendum to these terms and conditions.
- k. Federal cross-cutting requirements include, but are not limited to, DBE requirements found at 40 CFR 33; OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for: (1) documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and (2) securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

D. Conflict of Interest

1. The CAR shall establish and enforce conflict of interest provisions that prevent the award of subawards that create real or apparent personal conflicts of interest, or the CAR's appearance of lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a grant or subaward to a subaward recipient in which the affected party has a financial

or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:

- a. The affected party,
- b. Any member of his immediate family,
- c. His or her partner, or
- d. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the subrecipient.

Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients. Recipients may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.

VII. DISBURSEMENT, PAYMENT AND CLOSEOUT

For the purposes of these terms and conditions, the following definitions apply: "payment" is the U.S. EPA's transfer of funds to the CAR; the CAR incurs an "obligation" when it enters into a loan agreement with the borrower or subrecipient; "disbursement" is the transfer of funds from the CAR to the borrower or subrecipient. "Close out" refers to the process that the U.S. EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed, and, to establish a closeout agreement to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's incurred costs.
 - a. An 'actual expense' disbursement approach requires the borrower to submit documentation of the borrower's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
 - b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subrecipients on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subrecipient's payment of costs incurred in carrying out the loan/subaward. In unusual circumstances, disbursement may occur upon execution of the loan or subaward. The CAR shall submit documentation of disbursement schedules to EPA.
 - c. If the disbursement schedule of the loan/subaward agreement calls for disbursement of the entire amount of the loan/subaward upon execution, the CAR shall demonstrate to the U.S. EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subaward. Further, the CAR shall include an appropriate provision in the loan/subaward agreement which ensures that the borrower/recipient uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.
 - d. Subaward funds must be disbursed to the subrecipient in accordance with 2 CFR 200.305, as applicable.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:
 - a. Final payment of funds from EPA to the CAR following expiration of the terms of the agreement or expenditure of the funds awarded; and
 - b. Completion of all cleanup activities funded by the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the initial amount of the award are complete.
3. The CAR must negotiate a closeout agreement with EPA to govern the use of program income after closeout. Eligible uses include continuing to operate an RLF for brownfields cleanup and/or other brownfields activities.
4. The closeout agreement will require that any assessments or cleanups financed with program income be consistent with the CERCLA § 107 prohibitions and site eligibility limitations for the effective period of the closeout agreement.

C. Compliance with Closeout Schedule

1. If a CAR fails to comply with the closeout schedule, any cooperative agreement funds not obligated under loan agreement to a borrower or subrecipient may be subject to federal recovery, and the cooperative agreement award may be amended to reflect the reduced amount of the cooperative agreement.

D. Final Requirements

1. The CAR, within 90 days after the expiration or termination of the grant, must submit all financial, performance, and other reports required as a condition of the grant.
 - a. The CAR must submit the following documentation:
 1. The Final Report as described in III.F.
 2. A Final Federal Financial Report (FFR - SF425). Submitted to:

US EPA, Las Vegas Finance Center
4220 S. Maryland Pkwy, Bld C, Rm 503
Las Vegas, NV 89119
<http://www.epa.gov/ocfo/finservices/payinfo.html>
 3. A Final MBE/WBE Report (EPA Form 5700-52A). Submitted to the regional office.
 - b. The CAR must ensure that all appropriate data has been entered into ACRES or all Property Profile Forms are submitted to the Region

E. Recovery of RLF Assets

1. In case of termination for cause or convenience, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under Remedies for

Noncompliance at 2 CFR 200.338 through 200.342 and CERCLA § 104(k) when the Agency determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the Agency's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

F. Loan Guarantees

1. *If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms & conditions apply:*
 - a. *The CAR shall:*
 - i. *document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;*
 - ii. *maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and*
 - iii. *ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k) and applicable Federal and State laws and will protect human health and the environment.*
 - b. *Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower or subrecipient (See Section on Methods of Disbursement). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the assistance agreement as required by 2 CFR 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR 200.305.*
 - c. *To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:*
 - i. *the recipient cannot retain the funds;*
 - ii. *the recipient does not have access to the escrow funds on demand;*

- iii. *the funds remain in escrow unless there is a default of a guaranteed loan;*
 - iv. *the organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and*
 - v. *there must be an agreement with financial institutions participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfields site in exchange for access to funds held in escrow in the event of a default by the borrower or subrecipient.*
- d. *Federal Obligation to the Loan Guarantee Program*
- i. *Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subrecipient.*
- e. *Repayment of Guaranteed Loans*
- i. *Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to the U.S. EPA. Alternatively, the CAR may, with EPA approval,*
 - 1) *Guarantee additional loans under the terms and conditions of the agreement or,*
 - 2) *amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfields related activities.*

3. CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to

EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

4. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

5. PRE-AWARD COSTS

In accordance with 2 CFR 1500.8, the grantee may charge allowable pre-award costs (both Federal and non-Federal matching shares) incurred 90 calendar days before the actual award date provided that such costs were contained in the approved application. Expenses more than 90 calendar days pre-award require prior approval of EPA.

6. COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL MEASUREMENT DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MERRILL, WISCONSIN AND ALAMSA LLC

WHEREAS, the Common Council of the City of Merrill created Tax Increment District (TID) No. 6 on May 12, 2009 and amended the district boundary and plan on September 22, 2015; and,

WHEREAS, Alamsa, LLC is purchasing a vacant lot and constructing a new two-story commercial building at 120 S. Mill Street within TID No. 6: and,

WHEREAS, the City of Merrill finds that the proposed development and the fulfillment of the items and conditions of the attached Development Agreement are in the vital and best interest of the City of Merrill, the Merrill Redevelopment Authority and City residents and serves a public purpose in accordance with State law; and,

WHEREAS, additional tax base will be generated, existing jobs retained, and an important community service provided, and,

WHEREAS, Alamsa, LLC has negotiated the development agreement to provide an incentive payment not to exceed \$100,000 to facilitate new building construction;

NOW THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF MERRILL, WISCONSIN this 8th day of March, 2016, that the Mayor and City Clerk are authorized to sign the development agreement by and between the City of Merrill and Alamsa, LLC and to facilitate the implementation thereof.

BE IT FURTHER RESOLVED that this resolution replaces Resolution No. 2435

Recommended by: Redevelopment Authority

CITY OF MERRILL, WISCONSIN

Moved: _____

William R. Bialecki
Mayor

Passed: _____

William N. Heideman
City Clerk

Attachment: Resolution Kindhearted Home Care (1548 : Revised Resolution for Kindhearted)

City of Merrill – TIF Development Incentive Overview

TID No. 6 (Downtown)

Property Owner:	Developer purchasing former Lincoln House site from the City of Merrill – for \$1.00
Business Entity:	Alamasa LLC - Kindhearted Home Care, LLC (Diane Goetsch)
Location:	120 S. Mill St. (Former Lincoln House site)
Development:	New one-story commercial building – about 5,000 sq. ft. - owner investment of over \$550,000 Developer will provide at least ten (10) off-street parking spots.
Jobs:	Maintaining existing jobs (about 20 full and part-time) with likely future additional positions.
Infrastructure:	N/A – None for City of Merrill. Developer will need to connect to City water and sanitary sewer, as well as provide stormwater drainage for the site.

TID Development Incentives:

Developer:	Total of \$100,000 pay as follows: \$25,000 upon occupancy \$25,000 in 2017 \$25,000 in 2018 \$25,000 in 2019
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TID Lifespan Tax Increment:

New tax increment projected at over \$275,000 - please see TIF spreadsheet.

City of Merrill - TID No. 6					
Projected Tax Increment for 120 S. Mill St. Kindhearted Home Care, LLC (Diane Goetsch)					
Projected Tax Increment:					
	Land Valuation	Improved Valuation	Total RE Valuation		
2010	\$55,200	\$0	\$55,200	Demo in 2014	
Future	\$55,200	\$525,000	\$580,200		Personal Property
New Tax Increment	\$0	\$525,000	\$525,000		\$10,000 Averaged
Projected Tax Increment:					
Const. Year	Value Year	Revenue Year	TID Value Increment	Tax Rate	Projected Tax Increment
2016	2017	2018	\$535,000	27.07	\$14,482
2017	2018	2019	\$535,000	27.07	\$14,482
2018	2019	2020	\$535,000	27.07	\$14,482
2019	2020	2021	\$535,000	27.07	\$14,482
2020	2021	2022	\$535,000	27.07	\$14,482
2021	2022	2023	\$535,000	27.07	\$14,482
2022	2023	2024	\$535,000	27.07	\$14,482
2023	2024	2025	\$535,000	27.07	\$14,482
2024	2025	2026	\$535,000	27.07	\$14,482
2025	2026	2027	\$535,000	27.07	\$14,482
2026	2027	2028	\$535,000	27.07	\$14,482
2027	2028	2029	\$535,000	27.07	\$14,482
2028	2029	2030	\$535,000	27.07	\$14,482
2029	2030	2031	\$535,000	27.07	\$14,482
2030	2031	2032	\$535,000	27.07	\$14,482
2031	2032	2033	\$535,000	27.07	\$14,482
2032	2033	2034	\$535,000	27.07	\$14,482
2033	2034	2035	\$535,000	27.07	\$14,482
2034	2035	2036	\$535,000	27.07	\$14,482
					\$275,167 Total