



CITY OF MARSHFIELD  
**MEETING NOTICE**

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**COMMON COUNCIL**  
**CITY OF MARSHFIELD, WISCONSIN**  
**TUESDAY, JULY 28, 2015**  
**Council Chambers, Lower Level, City Hall Plaza**  
**7:00 p.m.**

NOTE TO VISITORS AND GUESTS: Welcome to this meeting of the Common Council. We appreciate your interest in the City of Marshfield. Item "E" on the agenda (below) provides an opportunity for the Mayor and Council to receive comments from members of the public. If you would like to make a comment, please write your name and address and indicate your topic on a form at a table near the entrance to the Council Chambers prior to the beginning of the meeting. After being recognized by the Mayor at the appropriate time, please address the Council from the podium, first stating your name and address.

- A. Call to Order by Chris Meyer, Mayor
- B. Roll Call
- C. Pledge of Allegiance
- D. Reading of items added to the agenda
- E. Public Comment Period/Correspondence  
At this time, the Mayor will recognize members of the public who have indicated a desire to address the Council. Upon recognition by the Mayor, persons may address the Council from the podium, first stating their name and address. The Council may take action on emergency matters introduced by members of the public.
- F. Approval of Minutes – June 23, 2015 strategic planning meeting  
July 14, 2015 regular meeting
- G. Staff updates
- H. Mayor's Comments
- I. Council Comments
- J. Consideration of a request from the High Street Salon for a variance of noise levels as permitted by Chapter 10-33(7) for a fundraiser to be held in the parking lot behind High Street Salon on August 14 and 15, There will be a movie shown both nights starting at 6 p.m. and ending around 8:30 p.m. Presented by Steve Barg, City Administrator  
  
Recommended Action: Approve the noise variance as requested
- K. Reports from commissions, boards, and committees

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L. Consent Agenda:

- 1) Meeting minutes/reports
  - a. Community Center Leasing Committee (April 27, 2015)
  - b. Library & Community Center Committee (May 6, 2015)
  - c. Library Board (May 19, 2015)
  - d. Fire & Police Commission (June 4, 2015)
  - e. Library Board (June 16, 2015)
  - f. Economic Development Board (July 2, 2015)
  - g. Utility Commission (July 13, 2015)
    - 1) Job Order #17823, replace failed U/G Blodgett to Fillmore at a cost of \$57,308
  - h. Library Finance Committee (July 14, 2015)
  - i. Business Improvement District (July 15, 2015)
  - j. Airport Committee (July 16 2015)
  - k. Economic Development Board (July 20, 2015)
  - l. Board of Public Works (July 20, 2015)
  - m. Utility Commission (July 21, 2015 special meeting)
  - n. Judiciary and License (July 21, 2015)
  - o. Finance, Budget, and Personnel Committee (July 21, 2015)
  - p. Plan Commission (July 21, 2015)
    1. Resolution No. 2015-34, CUP by Ministry Saint Joseph's Hospital to allow a building addition
    2. Resolution No. 2015-35 by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units
    3. Resolution No. 2015-36 by John Peters to allow a reduction to the required vision triangles and setback requirements
    4. Resolution No. 2015-37 CUP by Rogers Cinema, Inc. to allow an exception to reduce the setback for a fence.
  - q. Airport Committee (July 23, 2015)

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

M. Consideration of items removed from the consent agenda, if any

N. Presentation – Communication study performed by City's emergency management team. Presented by Bob Haight, Fire Chief

Recommended Action: None, for information only

O. Second Reading of Ordinance No, 1307, amending Section 13-126 (7) maintenance of trees and shrubs. Presented by Tom Turchi, City Engineer

Recommended Action: Approve Ordinance No. 1307

P. First Reading – Ordinance No. 1312, amending Chapter 10 of the Municipal Code, Regulation of noise and vibrations. Presented by Tom Turchi, City Engineer

Recommended Action: None at this unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

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- Q. First Reading – Ordinance No. 1308 amending Section 4-38 of the Municipal Code pertaining to Room Tax. Presented by Steve Barg, City Administrator

Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

- R. First Reading – Ordinance No. 1306, Detachment and Attachment request by the City of Marshfield, in accordance with the Cooperative Boundary Plan and Agreement between the Town of Cameron and the City of Marshfield, dated April, 2000, the following described territory in the Town of Cameron, Wood County, Wisconsin, for that portion of the “City Growth Area” lying outside the “No Contest Area” as identified in said plan, to be detached from the Town of Cameron and attached to the City of Marshfield, and zoned “CMU” Community Mixed Use Zoning and “LI” Light Industrial Zoning, located south of 29th Street, east of Central Avenue, north of Heritage Drive, and west of Business Park Avenue: That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, and more particularly described in Item DD, Attachment A below. Presented by Josh Miller, City Planner

Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

- S. First Reading – Ordinance No. 1309, Campus Master Plan Amendment request by Marshfield Municipal Airport to amend the five year Master Campus Plan, addressing when Federal Aviation Administration approval is needed for non-aeronautical uses, located at 210, 320, 324, and 400 West 29th Street, including all parcels owned by the City of Marshfield under the Airport’s jurisdiction zoned “CD” Campus Development District. Presenter by Josh Miller, City Planner

Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

- T. First Reading – Ordinance No. 1310, Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Section 18-72 to allow the front and street side yard setbacks to be adjusted by averaging adjoining properties in all districts and to clarify language pertaining to such adjustments. Presenter by Josh Miller, City Planner

Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

- U. First Reading – Ordinance No. 1311, Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Sections 18-25 through 18-33, 18-54, and 18-65 (1) & (2), allowing Minor Home Occupations as a permitted accessory use and Conditional Home Occupations as a conditional accessory use in all residential zoning districts and to clarify the requirements for a home occupation. Presented by Josh Miller, City Planner

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Recommended Action: None at this time unless the rules are suspended; final action will be scheduled for the August 11, 2015 meeting

- V. Request to approve Budget Resolution No. 16-2015 transferring \$5,000 from Safe Routes to School Program donations to the Planning & Economic Development Budget for event prizes and awards. Presented by Josh Miller, City Planner

Recommended Action: Approve Budget Resolution No. 16-2015

- W. Request to approve Budget Resolution No. 18-2015 transferring \$11,900 from TID #9 Fund Balance Applied to TID #9 Urban Development Budget for the TID #9 amendment. Presented by Jason Angell, Director of Planning and Economic Development

Recommended Action: Approve Budget Resolution No. 18-2015

- X. Request to approve Budget Resolution No.19-2015 transferring \$8,334 within the General Fund Airport Budget from Repairs and Maintenance operating expense to Land capital outlay expense. Presented by Jeff Gaier, Marshfield Airport

Recommended Action: Approve Budget Resolution No. 19-2015

- Y. Adjourn to closed session under Wisconsin Statutes Chapter 19.85(1)(e) "Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session

- Possible purchase of land near Marshfield Fairgrounds Park

- Z. Reconvene in Open Session

- AA. Action on matter discussed in closed session, if appropriate

- BB. Items for future agendas

- CC. Adjournment

- DD. Attachment A – Legal Description for Item 5.

That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, and more particularly described as follows:

1. Beginning at the SW corner of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence East on the South line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E to the East line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence north on the east line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the North line of the Heritage Drive (formerly known as United States Highway 10); thence West along the North line of Heritage Drive for a distance of 30.09 feet; thence N 00°21'13" E for a distance of 783.04 feet; thence N 89°03'35" W on a line extended to the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence south on the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the point of beginning; EXCEPT

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The following parcels and road right-of-way which are contained within the above described real property in paragraph 1 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

- a. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 19; the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 20; the NW ¼ of the NW ¼ of Section 29; and the NE ¼ of the NE ¼ of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S 88°36'11" E along the North line of the SW ¼ of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S 00°24'47" W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S 00°24'08" W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S 01°45'48" E along the East Right of Way Line of Central Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning; and

2. Beginning at the southeast corner of Wood County Certified Survey Map Number 3785; thence north along the east line of the said Wood County Certified Survey Map Number 3785 to the south line of 29<sup>th</sup> Street; thence east along with south line of 29<sup>th</sup> Street to the northwest corner of Wood County Certified Survey Map Number 2404; thence south along the west line of Wood County Certified Survey Map Number 2404 to the southwest corner of Wood County Certified Survey Map Number 2404; thence east along the south line of Wood County Certified Survey Map Number 2404 to the southeast corner of Wood County Certified Survey Map 2404, being the northwest corner of the SE ¼ NW ¼, Section 20, T25N, R3E; thence east long the north line of the SE ¼ NW ¼, Section 20, T25N, R3E to the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; thence south along the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; to the south line of the SE ¼ NW ¼, Section 20, T25N, R3E; thence S 00°10'08" W for a distance of 33.01 feet; thence N 88°41'03" W for a distance of 650.63 feet; thence N88°41'03" W for a distance of 878.80 feet; thence S 00°21'13" W for a distance of 360 feet; thence N

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88°41'03" W on a line extended to the west line of the NW ¼ SW ¼, Section 20, T25N, R3E; thence north on the west line of the NW ¼ SW ¼, Section 20, T25N, R3E to the southwest corner of the SW ¼ NW ¼, Section 20, T25N, R3E; thence north along the west line of the SW ¼ NW ¼, Section 20, T25N, R3E to the north line extended on that property described in Volume 312 of deeds, Page 521, Wood County records; thence east along the north line of the property described in said deed a distance of 270.6 feet, more or less; thence south along the east line of the property described in said deed, a distance of 100 feet, more or less; thence east at right angles a distance of 273.77 feet, more or less, to the centerline of proposed Cedar Avenue, extended; thence north a distance of 1,235 feet, more or less, along the centerline of said proposed street; thence west at right angles to said proposed street, a distance of 544.5 feet more or less to the west line of the NW ¼ NW ¼, Section 20, T25N, R3E; thence north along the west line of the NW ¼ NW ¼, Section 20, T25N, R3E, to a point which is the extension of the south line of Wood County Certified Survey Map Number 3785; thence east along the south line of Wood County Certified Survey Map Number 3785 to the point of beginning; EXCEPT

The following parcels and road right-of-way which are contained within the above described real property in paragraph 2 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

- a. Lot 1 of Wood County Certified Survey Map No. 8547, recorded in Volume 29 of Survey Maps, Page 147, located in part of the NW1/4 of the NW1/4 of Section 20, Township 25 North, Range 3 East, and adjacent right of way of Cherry Avenue, City of Marshfield, Wood County.
- b. Part of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, in the Town of Cameron, Wood County, Wisconsin, described as follows:

Commencing on the South line of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East at a point where said South line intersects with the East line of Central Avenue (formerly known as State Trunk Highway 13), thence East 916.65 feet, thence North 462 feet to the point of beginning, thence North 294 feet, thence East 498 feet, thence South 294 feet, thence West 498 feet back to the point of beginning.

- c. Road right-of-way known as 35<sup>th</sup> Street (formerly known as Nikolay Drive) described as follows:

Commencing at the west ¼ corner of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, thence South 88°41'03" east along the east-west quarter line of said Section 20, a distance of 60 feet to the east right-of-way line of Central Avenue (formerly known as State Trunk Highway 13), the point of beginning; thence north 00°21'13" east along said east right-of-way line of Central Avenue, a distance of 33.01 feet to the north line of 35<sup>th</sup> Street; thence south 88°41'03" east along said north right-of-way line of 35<sup>th</sup>

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Street, a distance of 1,892.22 feet; thence south 00°10'08" west a distance of 66.01 feet to the south right-of-way line of 35<sup>th</sup> Street; thence north 88°41'03" west along said south line of 35<sup>th</sup> Street to the east right-of-way line of Central Avenue; thence north 00°21'13" east along said east line of Central Avenue to the point of beginning.

- d. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of road right-of-way described above in paragraph 2 that also falls within the area described below:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 19; the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 20; the NW ¼ of the NW ¼ of Section 29; and the NE ¼ of the NE ¼ of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S 88°36'11" E along the North line of the SW ¼ of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S 00°24'47" W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S 00°24'08" W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S 01°45'48" E along the East Right of Way Line of Central Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning.

Posted this day, July 24, 2015 at 2:00 p.m., by Deb M. Hall, City Clerk

Notice

*It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request this service, contact Deb M. Hall, City Clerk at 630 South Central Avenue or by calling (715)486-2023.*

**SPECIAL COMMON COUNCIL MEETING MINUTES**  
**JUNE 23, 2015**

**PRESENT:** Buttke, Cummings, Earll, Feddick, Feirer, Jockheck, Reinart, Spiros, Wagner  
**ABSENT:** Hendler  
**OTHERS:** City Administrator Barg, Mayor Meyer

Mayor Meyer called the meeting to order at 5:32 p.m. in Room 108 of the City Hall Plaza.

The Mayor and Council reviewed the items mentioned under the heading of “economic development” at another strategic planning session earlier this year, and identified the following 4 high-level goals:

- Attract/retain quality businesses
- Offer environment (utilities, workforce, etc.) where companies can start and flourish
- Assist new business opportunities (incubators, financing, etc.)
- Identify/focus on areas where we might be most successful (health care, technology, etc.)

Barg advised that the next strategic planning session is set for Tuesday, July 28th at 5:30 p.m. in Room 108 of City Hall.

With no other business before the Council, Wagner moved and Spiros seconded the motion to adjourn. Motion carried unanimously. Meyer declared the meeting adjourned at 6:47 p.m.

Respectfully submitted,  
Steve Barg, City Administrator

**JULY 14, 2015**

Regular meeting of the Common Council was called to order by Mayor Meyer at 7:00 p.m., in the Council Chambers, City Hall Plaza.

**PRESENT:** Michael Feirer, Alanna Feddick, Chris Jockheck, Gordon H. Earll, Ed Wagner, Rich Reinart, Gary Cummings, Rebecca Spiros, and Tom Buttke.

**ABSENT:** Peter Hendler

The flag was saluted and the pledge given.

No items were added to the agenda.

### **PUBLIC COMMENT PERIOD**

William Penker, 600 Sycamore Avenue. The 2<sup>nd</sup> Street Corridor is not a new concept. The corridor is meant to be a catalyst for urban renewal, rehabilitation and development which would fill a gap between a renewed area and one to be renewed, the library block. There is no parking problem downtown. The 2015 Downtown Master Plan specifically notes that downtown business owners did not site parking among their concerns. Main Street Marshfield, the Business Improvement District, business owners as well as other stake holders provided no verbal or written comments to the Plan Commission for consideration during the hearing for the revised Downtown Plan. Rather than having a reactive approach to the corridor wouldn't it have been better if local interests would have used their ingenuity, creativity and talents to help develop the vision and plan for active revitalization in this area. Wouldn't it have been better if the plan could have been put into action as soon as the opportunity arose. The City cannot always be the catalyst for revitalizing the downtown, enhancing its appearance or establishing a center of activity which is an exciting place to stop and shop. There are other groups to do this. He urged the Council to develop the corridor however do no tinker that corridor to death. 2<sup>nd</sup> Street is going to be upbeat and the opposition to that is probably not very well founded.

**CC15-149** Motion by Earll, second by Feirer to approve the minutes of the Common Council meeting of June 23, 2015 regular meeting.

**Motion carried**

**CC15-150** Motion by Jockheck, second by Cummings to approve the minutes of the Common Council meeting of July 7, 2015 special meeting.

**Motion carried**

### **STAFF UPDATES**

None

### **MAYOR'S COMMENTS**

Employee Recognition

Aaron Wargowsky, Police Department	July 26, 2005	10 years
Dan Jonas, Fire & Rescue Department	July 16, 1990	25 years

### **COUNCIL COMMENTS**

Alderperson Wagner talked about the library project, specifically gap financing. He emailed the Mayor and City Administrator with his concerns about the gap financing. He has asked for a cash flow projection from the Marshfield Area Community Foundation that will show how much money they have and what their expected cash flow through the end of construction is. The Construction Manager will give an estimate of what their obligations will be during that same period of time.

**CC15-151** Motion by Feddick, second by Feirer to approve the request from the Marshfield Area Relay for Life for a variance of noise levels as permitted by Chapter 10-33 (7) for the annual Relay for Life to be held at the Marshfield Middle School track beginning on Friday, August 7<sup>th</sup> at 4:30 p.m. and ending on Saturday, August 8<sup>th</sup> at 7:00 a.m.

**CC15-152** Motion by Cummings, second by Earll to amend the motion to change the time from 4:30 p.m. – 7:00 a.m. to 4:30 p.m. - 11:00 p.m. Ayes – 3 (Earll, Cummings, Buttke); Nays – 6 (Feirer, Feddick, Jockheck, Wagner, Reinart, Spiros)

**Motion failed**

Vote on motion **CC15-151**; Ayes - 8; Nay – 1 (Cummings)

**Motion carried**

**CC15-153** Motion by Reinart, second by Cummings to approve the request from Main Street Marshfield, Inc. for a variance of noise levels as permitted by Chapter 10-33 (7) for Hub City Days. This event will be held on Friday, July 24<sup>th</sup> (dusk to approximately midnight) and Saturday, July 25<sup>th</sup> (10 a.m. to 11 p.m.) Ayes - 9

**Motion carried**

## **REPORTS FROM COMMISSIONS, BOARDS AND COMMITTEES**

None

## **CONSENT AGENDA**

**CC15-154** Motion by Buttke, second by Spiros to receive and place on file, approving all recommended actions for the items listed on the consent agenda. Meeting Minutes/Reports: Cable TV Committee of April 27, 2015; Board of Review of May 21, 2015; Community Development Authority of May 28, 2015; Community Development Authority Finance and Strategic Planning Committee of June 11, 2015; Airport Committee of June 18, 2015; Committee on Aging of June 25, 2015; Main Street Board of July 1, 2015; Historic Preservation Committee of July 6, 2015; Finance, Budget and Personnel Committee of July 7, 2015 (Approve job description/pay grade for the position of Human Resources Manager/Assistant to the City Administrator, and authorize City Administrator to begin the hiring process); and Board of Public Works of July 7, 2015.

**Motion carried**

No items were removed from the consent agenda.

Kent Mueller, Financial Manager for Marshfield Utilities and Brian Della from PFM, presented information on the proposed bonding for Marshfield Utilities projects.

**CC15-155** Motion by Wagner, second by Earll to approve Resolution No. 2015-33, providing for the sale of approximately \$3,230,000 Water System Revenue Bonds, Series 2015. Ayes - 9

**Motion carried**

Second reading of Ordinance No. 1305, Rezoning Request by Marshfield Clinic to change the zoning from “SR-4” Single Family Residential to “CD” Campus Development located at 913 North Pine Avenue to allow this property to be part of the Marshfield Clinic Campus Development.

**CC15-156** Motion by Cummings, second by Buttke to approve Ordinance No. 1305. Ayes - 7; Nay – 1 (Feddick); Abstained – 1 (Spiros)

**Motion carried**

First reading of Ordinance No. 1307, amending Section 13-126 (7) maintenance of trees and shrubs.

**CC15-157** Motion by Earll, second by Cummings to approve Budget Resolution No. 17-2015, transferring \$60,000 from General Funds, Airport Terminal Building HVAC Project to Ordinance Enforcement, Marshfield Area Pet Shelter Project, for use as a donation to Marshfield Area Pet Shelter, Inc. (MAPS), subject to amending the lease, and executing a Memorandum of Understanding with MAPS.

**CC15-158** Motion by Wagner, second by Feddick to amend motion CC15-157 to authorize the City to reimburse Marshfield Area Pet Shelter, Inc. (MAPS) up to \$60,000 for the cost of an HVAC unit at the Airport Terminal Building. Ayes – 8; Nays – 1 (Buttke)

**Motion carried**

Vote on motion **CC15-157 as amended**. Ayes - 9

**Motion carried**

**CC15-159** Motion by Buttke, second by Cummings to approve Resolution No. 2015-32, exemption from the Wood County Library tax. Ayes - 9

**Motion carried**

Mayor Meyer announced that Shelly Babcock resigned from the Business Improvement District Board. Anyone interested in this position should contact his office.

**CC15-160** Motion by Feddick, second by Spiros to go into closed session pursuant to Wisconsin Statutes, chapter 19.85 (1)(e) deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

1. Possible developer's agreement for land located near Peach Avenue/Ives Street.
2. Possible developer's agreement for land located at Highway 13/Heritage Drive.

Roll call vote, all ayes. (Time: 8:01 p.m.)

**Motion carried**

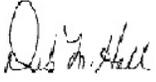
Present in closed session: Alderpersons Feirer, Feddick, Jockheck, Earll, Wagner, Reinart, Cummings, Spiros and Buttke, Mayor Meyer, City Administrator Barg, City Attorney Wolfgram, City Clerk Hall, Finance Director Strey, Planning/Economic Director Angell, Director of Public Works Knoeck, City Planner Miller and City Engineer Turchi.

**CC15-161** Motion by Buttke, second by Spiros to return to open session. Roll call vote, all ayes. (Time: 8:25 p.m.)

**Motion carried**

There was no action taken in open session regarding the closed session items.

Motion by Buttke to adjourn at 8:26 p.m.

A handwritten signature in cursive script that reads "Deb M. Hall".

Deb M. Hall  
City Clerk

## **High Street Salon, Spa, and Travel**

210 S. Central Avenue  
Marshfield, WI 54449  
July 14, 2015

Phone: 715-387-1477

### **Common Council**

City Hall  
110 E. Second Street  
Marshfield, WI 54449

Dear Common Council,

I am writing on behalf of our establishment. We will be holding a fundraiser on August 14-15, 2015, in our back parking lot. The money that we will raise will go to needy families in the area. The idea for the fundraiser is "Under the Sea." We will have party games and concessions. The concern we are to present to you is that we wish to play movies on a projected screen. We will have the games and concessions starting at 6-6:30 PM and then start the movie around 8-8:30 PM. The movies that we have chosen to show are The Little Mermaid, and Finding Nemo. Since both movies are well under two hours we should be done with the event each night before 10 PM.

The concern that was raised was still how the noise might affect the surrounding neighbors. Our parking lot is surrounded by three walls with the west opening up to the parking lot across from the Post Office. Since the business that we share the south wall with will be closed for the day, we have planned to place the screen as well as the speakers on that wall. While we are aware that several buildings around us have apartments with tenants, we do plan to be done before or around 10 PM each of the nights.

We thank you for your consideration in this matter. Also we would gladly change the placement according to what you deem is most appropriate, as well as follow any other suggestions you may have. If you have any concerns or questions we can be reached at the above phone number or at the following email address. Thank you again.

Sincerely,

Brooke Vomocil  
High Street Salon Team

Minutes of the  
Marshfield Community Center Leasing Committee  
Wednesday, April 27, 2015 2:30 p.m.  
Marshfield City Hall, Room 108

Feddick called the meeting to order at 2:30 p.m.

Attendance: Dan Knoeck, Mike Feirer, Alanna Feddick, Kelly Cassidy and Lori Belongia (arrived 2:45 p.m.)

There were no public comments and no changes to the agenda.

There were no objections to the minutes of the March 18, 2015 meeting of the Community Center Leasing Committee.

Discussion focused on the establishing a base rate and lease term for each of the potential tenants.

Knoeck handed out an analysis of various lease rates with build-out costs added in depending on the length of lease term. At first blush, it looks like a 10 to 20 year lease will be necessary to accomplish the payback without increasing what ADRC is currently paying for rent. It was decided that Knoeck will speak with Linda Weitz of the ADRC (Aging & Disability Center) to initiate a conversation about their expectation for length of lease. Knoeck, Cassidy and Belongia will then meet with ADRC representatives to fine tune their space needs and to optimize space to minimize build out costs. In a couple of weeks Zimmerman Architectural Studios should be available to help further develop plans for this space. Boson will be needed to provide a better estimation of the development cost, although this is not currently part of Boson's contract. Better development of these plans will be critical to the starting point for lease negotiation. Again, Knoeck, Cassidy and Belongia will work with ADRC representatives and Zimmerman to move this effort forward.

Knoeck spoke with realtor, Rich Chronquist about market lease rates. Chronquist compared the first floor space under consideration by ADRC and suggested that it has competitive value of \$8 – \$10 per square foot for Class "C" (older, less attractive space). Space in the basement would be comparable to warehouse space which has a competitive value of \$3 – 3.25 per square foot.

Because the basement space is less than ideal for warehouse, a lease rate of \$2.50 per square foot for the Marshfield History Museum was discussed. The

annual rent cost for 2,400 square feet would be \$6,000. The Common Council could consider subsidizing the museum through budget support. A copy the Marshfield Historic Preservation Association's latest 990 IRS filing and a list of their Board of Directors should be provided as part of the lease conditions.

The Parks and Recreation Department should develop a plan and development costs to be included in the appropriate budget year for them to move to the 1<sup>st</sup> floor of the Community Center.

A date will be set for the next meeting after conversations and development costs are discussed with Zimmerman Architectural Studios.

Seeing no other business Feddick adjourned the meeting at 3:23 p.m.

Respectfully submitted,

Dan Knoeck and Lori Belongia

**Minutes**  
**LIBRARY & COMMUNITY CENTER COMMITTEE**  
**Wednesday, May 6, 2015 4:00 P.M.**  
**Marshfield Public Library - Beebee Forum Room**

Chair Doty called the meeting to order at 4:03 p.m.

Attendance: Jean Doty, Mat Bartkowiak, Becky Spencer, Gary Cummings, Kelly Cassidy, Steve Barg (arrived at 4:25 p.m.), and Lori Belongia

Excused: Kris Keogh and Mayor Meyer.

Others in attendance: Joanne Ampe, Floreine Kurtzweil and Dick Pokorny

There was no public comment.

Bartkowiak moves and Cummings seconds a motion to approval the minutes of the March 4, 2015 Library & Community Center Committee meeting.

Belongia reported a fundraising update provided by Gail Thomalla, capital campaign coordinator. Donations and pledges in the Marshfield Area Community Foundation total \$4,623,020.

Belongia also shared that the WEDC grant was not awarded to our project. As one of the largest factors in evaluating this grant opportunity is the creation of new jobs, it was determined that resubmitting the grant would not be in our best interest. The CDBG grant has a requirement that grant funds go to project serving populations with least a 51% low income make up. Marshfield simple does not qualify.

Ampe gave an update from the Donor Recognition group. Ampe, Doty, Keogh and Belongia met with Brian Hopperdeitzel of Marshfield Monument to explore options. In summary, the group recommends a brass plaque(s) with etched 3/8" lettering with an installation in between the south entry doors to the hub.

Cassidy spoke about developments regarding senior activities continuing in the Senior Community Center during Library construction. After meetings on April 4 with the Senior Citizen Council and general membership on April 17<sup>th</sup>, the senior citizens are asking to be temporarily relocated as soon as possible due to concerns about safety, noise, vibration, limited access and inconvenience. This request to move to space at the Marshfield Mall has been sent to the Finance, Budget & Personnel Committee for recommendation and referral to the Common Council. If this change is approved, then the Senior Center demolition would take place as the

initial earth work is being done for the project.

Belongia noted a question regarding the depth of the mechanical rooms on the north side of the Library from Keogh prior to the meeting by email before the meeting. The mechanical rooms are now 2'8" below grade.

Belongia also noted that the plan as 95% of development were available for viewing after the meeting or in her office later.

Barg and Cassidy spoke about the Community Center Leasing Committee's guidelines and recommendations to the Finance, Budget & Personnel Committee and eventually the Common Council. The committee has been authorized to have conversations about leases with the Aging & Disability Resource Center, and the Marshfield History Museum. Moving the Parks and Recreation Offices to the Community Center was also approved.

Ampe asked an official name for the piece connecting the Library to the Community Center should be determined. The terms link, lobby, center, hub, and connector were discussed. When the idea that a donor for that segment might want to name it was considered it was decided to let that issue ride for the time being.

Barg that since the project had gone out to bid and Boson Construction is responsible for managing it from here on, unless there were objections, the committee would cease meeting. If later circumstances warrant reconvening the committee, it could be done then. Mayor Meyer will recognize the Library & Community Center Committee and all project volunteers at the May 12, 2015 Common Council meeting.

Seeing no other business, Doty adjourned the meeting at 4:49 p.m.

MARSHFIELD PUBLIC LIBRARY  
BOARD MEETING  
211 E. Second Avenue, Marshfield, WI 54449  
May 19, 2015  
7:00 a.m.

The meeting was called to order at 7:00 a.m. by Jean Swenson. Attendance was taken.

Present: Joanne Ampe, Gary Cummings, Xin Ruppel, Don Schnitzler, Jean Swenson, Ruth Voss, Kim Vrana, and Library Director Lori Belongia.

Also present: Amanda Duer

Absent: Mary Hartl, Kris Keogh, Pat Saucerman

Citizen's comments, correspondence and announcements: WSAW Your Town commercial, Thank you card to Kim for story time, thank you card to Mary & Emily for sharing services that the Library offers to Companion Day Services, and a compliment to Mary Adler for doing a great job handling a very rude patron.

Changes or additions to the agenda: Trebron invoice added to business section.

LB15-25 Minutes of the Library Board Meeting: Motion by Schnitzler, second by Cummings to approve and place on file the minutes of the April 14, 2015 Library Board Meeting. All ayes. Motion carried.

LB15-26 Minutes of the Nominations Committee Meeting: Motion by Ampe, second by Voss to approve and place on file the minutes of the May 1, 2015 Nominations Committee Meeting with the spelling correction to Ruppel's name. All ayes. Motion carried.

LB15-27 Director's Report: Motion by Vrana, second by Voss to receive and place on file the April 2015 Director's Report. All ayes. Motion carried.

LB15-28 2<sup>nd</sup> April and 1<sup>st</sup> May Vendor List: Motion by Ruppel, second by Ampe to approve Vendor Lists. All ayes. Motion carried.

LB15-29 April 2015 Financial Control Report: Motion by Ruppel, second by Cummings to receive and place on file the April 2015 Financial Control Report. All ayes. Motion carried.

LB15-30 Trebron invoice: Motion by Schnitzler, second by Vrana to approve the invoice. All ayes. Motion carried.

LB15-31 Business

Suspend bylaws: Motion by Schnitzler, second by Ampe to suspend the bylaws and extend the officers position for 1 year for the President, Vice President, and Secretary. All ayes. Motion carried.

Slate of officers as follows:

President: Jean Swenson  
Vice-President: Kris Keogh  
Secretary: Mary Hartl  
Treasurer: Ruth Voss

Motion by Ampe, second by Ruppel to accept the slate of officers. All ayes. Motion carried.

Library & Community Center Project: Belongia updated the board on the project. Belongia mentioned that the ground breaking date has changed to the end of July due to the Senior Center moving into the mall. There is currently 4.6 million dollars raised so far and approaching 4.7 million dollars. Belongia informed the board that the public campaign begins on June 1<sup>st</sup>.

LB15-32

Minutes of other organizations: Motion by Ampe, second by Voss, to accept and place on file the minutes of the March 17, 2015 FOMPL Board, and the April 23, 2015 SCLS Board of Trustees. All ayes. Motion carried.

Adjournment: Seeing no other business to come before the board, Swenson adjourned the meeting at 7:40 a.m.

Respectfully submitted,

Amanda Duer  
Pro tem

**MINUTES  
FIRE AND POLICE COMMISSION/REGULAR MEETING  
JUNE 4, 2015**

The meeting was called to order by Commissioner Andy Keogh at 7:31 a.m. in the Marshfield Fire and Rescue Department training room located at 514 East Fourth Street, Marshfield, Wisconsin.

**PRESENT:** Commissioners Meyers, Mueller, Frankland, Gershman, and Keogh.

**ALSO PRESENT:** Police Chief Gramza, Fire Chief Haight, Deputy Fire Chief Owen, and Alderman Earll.

**FP15-033** Motion by Gershman, second by Frankland to approve the minutes of the 05/07/15 regular meeting.

**Motion carried.**

**FP15-034** Motion by Frankland, second by Mueller to approve the fire department bills in the amount of \$286,305.61.

Roll call: Meyers yes, Mueller yes, Gershman yes, Frankland yes and Keogh yes.

**Motion carried.**

**FP15-035** Motion by Meyers, second by Mueller to approve the police department bills in the amount of \$348,016.00.

Roll call: Meyers yes, Mueller yes, Gershman yes, Frankland yes and Keogh yes.

**Motion carried.**

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

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

**FP15-036** Motion by Mueller, second by Gershman to approve police policies 1.01 Written Directives System; 1.02 Agency Role, and 1.03 Employee Role.

Roll call: Meyers yes, Mueller yes, Gershman yes, Frankland yes and Keogh yes.

**Motion carried.**

Briefly reviewed and discussed crime reports.

**FP15-037** Motion by Gershman, second by Mueller to adjourn into closed session pursuant to Section 19.85(1)(c), Wis. Stats., considering employment, promotion, compensation, or performance evaluation data of any public employee over which the governmental body has jurisdiction nor exercises responsibility

Specifically to discuss performance evaluations of Police Chief Gramza and Fire Chief Haight.

Roll call: Meyers yes, Mueller yes, Gershman yes, Frankland yes and Keogh yes.

**Motion carried.**

(Time: 8:03 a.m.)

Present in closed session: Commissioners.

Fire and Police Commission  
Meeting Minutes – June 4, 2015  
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**FP15-038** Motion by Mueller, second by Gershman to emerge from closed session.  
Roll call: Meyers yes, Mueller yes, Gershman yes, Frankland yes and Keogh yes.

**Motion carried.**  
(Time: 8:38 a.m.)

The meeting was adjourned at 8:38 a.m.

**COMMISSIONER GERSHMAN IS SCHEDULED TO ATTEND THE JUNE 23, 2015  
COMMON COUNCIL MEETING AT 7:00 P.M.**



**Marshfield Fire and Police Commission  
Nate Mueller, Secretary**

MARSHFIELD PUBLIC LIBRARY  
BOARD MEETING  
211 E. Second Avenue, Marshfield, WI 54449  
June 16, 2015  
7:00 a.m.

The meeting was called to order at 7:00 a.m. by Ruth Voss. Attendance was taken.

Present: Joanne Ampe, Gary Cummings, Mary Hartl, Xin Ruppel, Don Schnitzler, Ruth Voss, Kim Vrana, and Library Director Lori Belongia.

Also present: Kathy Baker, Amanda Duer

Absent: Kris Keogh, Pat Saucerman, Jean Swenson

Citizen's comments, correspondence and announcements: Thank you card from Eric Nelson and Cassie Gehrke regarding the Marshfield Past, Present, and Future art exhibit.

Changes or additions to the agenda: None.

LB15-33 Minutes of the Library Board Meeting: Motion by Schnitzler, second by Vrana to approve and place on file the minutes of the May 19, 2015 Library Board Meeting. All ayes. Motion carried.

LB15-34 Director's Report: Motion by Ruppel, second by Cummings to receive and place on file the May 2015 Director's Report. All ayes. Motion carried.

LB15-35 2<sup>nd</sup> May and 1<sup>st</sup> June Vendor List: Motion by Ruppel, second by Schnitzler to approve Vendor Lists. All ayes. Motion carried.

LB15-36 May 2015 Financial Control Report: Motion by Ampe, second by Hartl to receive and place on file the May 2015 Financial Control Report. All ayes. Motion carried.

LB15-37 Business

2015 Budget Calendar: Motion by Schnitzler, second by Ruppel to approve the 2016 Budget Calendar as presented. All ayes. Motion carried.

Wood County Library Tax Exemption: Motion by Vrana, second by Hartl to recommend to the City Council. All ayes. Motion carried.

Library & Community Center Project: Belongia updated the board on the project. Belongia mentioned that the ground breaking date has changed to the end of July due to the Senior Center moving into the mall. The Senior Center has finished their move to the Mall. There is currently 4.6 million dollars raised so far and 1.7 of that is in cash. Belongia informed the board that there are a couple of fundraising events coming up. There is the Fund a Foot Campaign, a hot dog sale at Hub City Days on July 25<sup>th</sup>, and a Brat Sale on August 9<sup>th</sup> at Festival Foods in August.

LB15-38

Minutes of other organizations: Motion by Ampe, second by Hartl, to accept and place on file the minutes of the May 6, 2015 Library & Community Center Committee, and the May 28, 2015 SCLS Board of Trustees. All ayes. Motion carried.

Adjournment: Seeing no other business to come before the board, Voss adjourned the meeting at 7:35 a.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Mary Hartl".

Mary Hartl  
Secretary

## **Economic Development Board meeting July 2, 2015**

Present: Meissner, Sennholz, Michalski, Wagner, Buttke, Dickrell, and Trussoni  
Absent: Staab  
Others: Mayor Meyer, Gordy Earll, Jason Angell, Karen Olson, Angie Eloranta,  
and Jonathan Anderson

### **Approve minutes**

Motion by Buttke, 2<sup>nd</sup> by Meissner to approve the minutes from the following meeting, June 4<sup>th</sup> regular board meeting, June 16<sup>th</sup>, 200 Block Subcommittee, June 23<sup>rd</sup> Local Loan Subcommittee Meeting, and June 24<sup>th</sup> Recreation Subcommittee Meeting. The minutes from the June 22<sup>nd</sup> 2<sup>nd</sup> Street Development Subcommittee Meeting were pulled out due to the fact that the meeting was not posted. These minutes will be approved at the next meeting  
Motion Carried

### **Conflicts of interest**

None

### **Citizen comments**

None

### **Economic development reports**

Angell updated the Board on the city subdivision, ACE, and 200 Block

Sennholz updated the Board on the Development Corporation

Eloranta updated the Board on the 2<sup>nd</sup> Street Development

Buttke updated the Board on Recreation

Michalski updated the Board on local loan committee. He informed the Board that the members of the committee suggest that we forgo the idea of creating our own local loan fund as we have limited funds and that we should continue to work with CWED and NCCAP to utilize their existing programs.

Wagner brought up the discussion on creating an incubator building. Olson and Angell will explore things further and look to bring a couple of proposals from local firms that could help with an incubator assessment. Proposals would then be brought back and presented to the Board as soon as possible.

### **Update on 2<sup>nd</sup> Street Corridor**

Angell updated the Board on the recent discussions and directions by the Council on how things are proceeding with the 2<sup>nd</sup> Street design. The Board was asked to provide feedback on the direction we are heading with the project. Sennholz agrees with the proposed design as it would really fit perfectly with developing green space in the downtown. He fully supports the direction we are heading. Meissner agrees that we need to make a change. She agrees and fully supports the direction. Buttke was originally opposed to the idea for 2<sup>nd</sup> Street but is now fully behind the proposal.

Eloranta stated that the Main Street Board is now on board with the proposed one way with angled parking

Trussoni agrees with the one way. He asked if the parking and green space could be on the same side of the street so the drive aisle is on the other side.

Michalski stated it appears that the people we are trying to help don't want our help. If we can't do this, we'll never be able to develop a green space in the downtown. He offered to come before the Common Council in the near future to highlight all of the money that the City has invested in the downtown in recent years to counter the comments made by others that "we are trying to kill downtown".

### **Closed Session**

Motion by Buttke, 2<sup>nd</sup> by Dickrell to adjourn to closed session under Wisconsin Statutes 19.85(1)(e), "deliberating or conducting other specified public business, whenever competitive or bargaining reasons require a closed session." The purpose of this closed session is to consider a possible development agreement for property located in TID #4 at the northeast corner of South Central Avenue and East 5<sup>th</sup> Street. Roll Call vote, all ayes (time 4:18 p.m.) **Motion carried**

Presented in closed session: Wagner, Trussoni, Meissner, Sennholz, Michalski, Dickrell, Meyer, Earll, Angell, Olson, Eloranta

Motion by Meissner, 2<sup>nd</sup> by Trussoni to go into open session. Roll call vote, all ayes (Time 4:32 p.m.) **Motion carried**

Motion by Meissner, 2<sup>nd</sup> by Dickrell to approve the request by Rogers Cinema Inc. to fund up to \$20,000 for a façade renovation at 103-105 E. 5<sup>th</sup> St.

**Motion carried**

### **Announce next Board meeting date/time**

With no more business before the Board, Dickrell moved and Michalski seconded a motion to adjourn. Motion carried unanimously. Sennholz adjourned the meeting at 4:41 p.m.

Respectfully submitted,  
Jason Angell  
Director of Planning and Economic Development

**MARSHFIELD UTILITIES, A MUNICIPAL UTILITY  
MARSHFIELD UTILITY COMMISSION  
JULY 13, 2015**

**COMMISSION MEETING MINUTES**

A regular meeting of the Marshfield Utility Commission was called to order by President Mike Eberl at 4:00 pm on July 13, 2015 in the downstairs meeting room of the utility office. Present were Commissioners Mike Eberl, John Maggitti, and George Holck. Also present were Alderperson Gordon Earll and Utility staff. Absent were Commissioner Harry Borgman, Commissioner Kathy Heintz-Dzikowich, and Alderperson Peter Hendler.

- During public comment, Kurt Wozniak shared information related to the insurance claim he filed.
- During commissioner, council and staff comments, the Human Resources Manager introduced employees Eric Lorenzen, Tony Nelson, and Faith Schmidt to the group.

**UC/15-55** Motion by Maggitti, seconded by Holck, to dispense with reading the minutes of the previous meetings and accept them as submitted. All ayes, motion carried.

**UC/15-56** Motion by Holck, seconded by Maggitti, to approve payroll for June in the amount of \$238,468.82 and general bills for June in the amount of \$2,971,173.13. All ayes, motion carried.

**UC/15-57** Motion by Holck, seconded by Maggitti, to approve the following job order:

JO# 17823	Replace Failed U/G Blodgett to Fillmore	\$57,308
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All ayes, motion carried.

**May 2015 Financial Statement Notes**

**Electric Utility**

- Net income was \$22 thousand for the month, with a net income of \$909 thousand year-to-date.
- Net operating income was \$157 thousand for the month, compared to budgeted net operating income of \$94 thousand. Year-to-date net operating income was \$1.485 million, compared to budgeted net operating income of \$1.147 million.
- After adjusting for the PCAC timing, net operating income for the month was \$175 thousand.
- The League of Wisconsin Municipalities Mutual Insurance, which provides our liability and workers compensation insurance, declared a dividend of \$1.9 million for the 2014 policy year. Our portion of the dividend was \$4,464; \$3,125 of which was allocated to the electric utility.
- May consumption was up 4.06% from May 2014, with year-to-date consumption down 0.12%. Year-to-date energy losses were -0.05%, compared to prior year losses of 0.98%.

**Water Utility**

- Net income was \$99 thousand for May, with a net income of \$304 thousand year-to-date.
- Net operating income was \$128 thousand for the month, compared to budgeted net operating income of \$61 thousand. Year-to-date net operating income was \$447 thousand, compared to budgeted net operating income of \$239 thousand.
- Operating expenses included \$5 thousand for road salt contamination study.
- The water utility portion of the League of Wisconsin Municipalities Mutual Insurance dividend for the 2014 policy year was \$1,339.
- May consumption was up 14.43% from May 2014, with all major customer classes showing an increase. Year-to-date consumption was up 5.25% from the prior year. Year-to-date water losses were 14.14%, compared to prior year losses of 14.46%.

**Communication Utility**

- Net income was \$19,489 for the month, compared to budgeted net income of \$18,077. Year-to-date net income was \$93,162, compared to budgeted net income of \$86,113.

- Commissioner Kathy Heintz-Dzikowich arrived at 4:11 p.m.
- Brian Della with Public Financial Management gave a presentation on water bonding.

**UC/15-58** Motion by Maggitti, seconded by Holck, to approve the water bonding. All ayes, motion carried.

- The Department Managers reviewed noteworthy projects including:
  - Electric gave updates on Stratford work, combustion turbine revenue, and the capacity market bid.
  - Water informed on a waterman retirement, the unidirectional flushing taking place, and the methods of communication being used to inform the community about the flushing.
  - Office discussed the water rate case related to bonding, and the PSC hearing date for DPA discussions.
  - Technical Services discussed the completion of the semi-annual air permit inspection, and provided a link to an EPA document that highlights the Groundwater Guardian programs.
  - Administration announced that Leonard & Finco Public Relations has been selected to work on upcoming PR projects.
- The General Manager presented information on Kevin Brock insurance claim.

**UC/15-59** Motion by Maggitti, seconded by Holck, to deny the claim. All ayes, motion carried.

- The General Manager presented information on Kurt Wozniak insurance claim. No action taken at this time.
- The Electric, Communications & Gas Manager presented information on distribution poles.
- The General Manager presented options for meeting times to discuss governance and strategic planning.

**UC/15-60** Motion by Maggitti, seconded by Heintz-Dzikowich, to go into closed session per Wisconsin State Statutes 19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved for the purpose of discussing DNR notice of violation update.

Closed session per Wisconsin State Statutes 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the purpose of discussing the purchase of real estate.

Closed session per Wisconsin 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 for the purpose of discussing General Manager review.

All ayes, motion carried. Closed session at 5:01 p.m.

**UC/15-61** Motion by Heintz-Dzikowich, seconded by Holck, to resume in open session. All ayes, motion carried. Open session resumed at 6:02 p.m.

**UC/15-62** Motion by Maggitti, seconded by Heintz-Dzikowich, to purchase land for the water department in the amount not to exceed \$110,000 (JO# 5712). All ayes, motion carried.

**UC/15-63** Motion by Holck, seconded by Heintz-Dzikowich, to adjourn. All ayes, motion carried. Meeting adjourned at 6:04 p.m.

A handwritten signature in black ink, appearing to read "John Maggitti", written over a horizontal line.

John Maggitti, Secretary

**Department: Electric**

**Manager: Nicolas Kumm**

Contributing: Derrek Caflisch

Month: June 2015

- M-1 didn't run during the month of June.
- Electric AMI meters installed: 5,086 out of 13,100 (38.8%). Bruce Ackerman, Al Derge, Cole Eswein, and Dustin Oleson have completed all of the meter change-outs thus far. Ray Burrill has helped with check reads and transfers to allow others to focus on meter change outs.
- Sold old truck 506 locally to Merkel Electric.
- I presented to the Marshfield Fire Department on our natural gas system on June 3<sup>rd</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup>. The natural gas system outreach is federally required as part of our public awareness plan. The electrical safety presentation discussed topics like touch and step potential, and how to respond to pole fires and accidents involving utility equipment.
- The Department of Natural Resources completed a routine air inspection of the M-1 combustion turbines and emergency generator on June 10<sup>th</sup>. The inspection included a review of supporting documents that demonstrate compliance with MU's air permit.
- The Public Service Commission of Wisconsin – Gas Division completed an audit on June 15<sup>th</sup> of MU's Integrity Management Plan, Operations, Maintenance, & Emergency Manual, and Operator qualification plan along with support documents that demonstrate compliance.
- Dustin completed Week 3 of year 1 of the Metering Technician Apprenticeship at Mid-State Technical College in Wisconsin Rapids during the week of June 22<sup>nd</sup>.
- Sean Wall with MEUW provided training to staff on June 19<sup>th</sup> and 25<sup>th</sup> on Emergency Action Plan and Fire Prevention/Safety.
- Tim Habermeyer, Jeff Holbrook, Mike Vanderwyst, Jeff Irish, Randy Ayer, and Ryan Steffen have been working the CTH E project. Birch Street North to Turtle Ridge is completed. The new line from Ash North to Mann is energized with the cutover mostly finished.
- Dean Bohman and Robert Olwell have been working services, street lights, and many small projects.
- Mid West Ariel inspected bucket and digger trucks June 15<sup>th</sup> & 16<sup>th</sup>.
- MEUW Job Training & Safety conference call June 16<sup>th</sup> where the majority of utilities in this program connected to discuss close calls and lineman related topics.

**Department: Technical Services**

**Manager: Cathy Lotzer**

Contributing: Heather Young, Shawn Marsh, Jim Benson

Month: June 2015

- Cathy presented information on our Groundwater Guardian outreach program during an EPA sponsored webinar: Moving Toward Sustainability - Stakeholder Understanding and Support. Also, the long awaited document that features our GG program has been released by the EPA.

<http://www2.epa.gov/safedrinkingwater40/communicating-value-drinking-water-services-using-campaigns-and-community>

- Cathy, Heather, Jim, and Shawn participated in Strengths Finder assessments and training.
- Cathy and Heather prepared for and met with our DNR Compliance Inspector for our bi-annual Air Permit Inspection. MU received DNR's inspection summary report on June 16, 2015, which concluded no new findings of noncompliance. New construction permit no. 13-DCF-111 was issued by DNR on June 5, 2015.
- Heather, Cathy, and Jim conducted a chemical inventory sweep of the main office building to ensure SDS/OSHA compliance.
- Shawn has been working on making additions to our system for a new employee account and also setting up two new laptops for crews.
- Shawn has also been making website updates to include information on new utility projects.
- Shawn and Cole toured the City Engineering Department to see how they are handling viewing large drawings on the engineers PCs.
- Jim has been working on his Marshfield Television spot. He has also been working with the Apartment Association related to the FOE direct install program and the newly added multi-family toilet rebate program.
- Jim processed the sale of our old bucket truck. The base bid for the truck was obtained by researching trade-in, State resale, and National resale pricing estimates. The truck was sold to Merkel Electric.
- Jim will be listing the old water engineer vehicle with Wisconsin Surplus. This is the same organization the PD has used for their old squad cars.

**Department:** Office  
**Manager:** Kent S. Mueller  
**Month:** June 2015

- Tracey updated the pole contacts for activity from January through June for the July billing. Companies that have their communication cables attached to our utility poles are charged a semiannual fee. These companies include cable and phone companies as well as our Communication utility and a private company.
- The schedule for updating Public Fire Protection values has been set, which is coordinated with the City Assessor and the City Technology Department. Effective July 2005, Public Fire Protection revenues were no longer billed to the City and included on property taxes. Instead, the City directed Marshfield Utilities to bill Public Fire Protection to the water utility customers based on assessed values of properties. The City has these values updated in June each year. Since our billings include customers that are tax exempt, the City must separately determine the assessed values of these properties. In July, we will send a file to the city so that they can update the assessed values of properties using the January 1, 2015 assessed values. We will then update these values in our billing system. These updated values will be used for our billing effective July 31<sup>st</sup>.
- On June 17<sup>th</sup>, the office received training for the new version of Marshfield Utilities Online. Marshfield Utilities Online is available to all customers, and allows them to see their statements, payments, electric and water usage in chart or graph form, and allows customers to make payments using debit or credit cards. This new version has additional features and is designed to allow for future enhancements.
- The League of Wisconsin Municipalities Mutual Insurance, which provides our liability, auto, and workers' compensation insurance, declared a dividend of \$1.9 million for the 2014 policy year. Our portion of this dividend was \$4,464. Dividends are paid to return excess funds to the policyholders as a result of good claims experience, positive investment earnings and low expenses.
- We have been working with the City and PFM (our bond consultants) on our bonding needs. Based on the 2015 bonds that the City will issue, we will be able to issue bonds in 2015 for the water department's 2015 and 2016 major projects and still have the City as a whole stay under the \$10 million bank qualified limit. By issuing bonds in 2015 that include the 2016 projects, the water utility will save on the issuance costs that would have been incurred if we would have issued separate bonds in 2016.

**Department: Water**  
**Manager: David Wasserburger**  
**Month: June 2015**

Construction of the new water tower is progressing as planned. The weather has not caused any delays in the construction of the tower but it has caused a delay in the construction of the sedimentation basin. The contractor is waiting for some dry weather which will facilitate the construction of the basin.

The new water main and water services on the Maple Avenue project are installed and in service on that part of the project to the north of E. 4<sup>th</sup> Street. That portion of the project to the south of E. 4<sup>th</sup> Street will begin after the north side is paved and open for traffic.

1450 feet of 4" water main on Wildwood Court was burst and a new 6" water main pulled in place. The existing water services were then installed onto the new water main. The water main installation is complete. The city will mill off the existing surface and resurface the street.

An All Employee meeting was held on June 17<sup>th</sup>. Department Managers discussed ongoing projects.

AMI remains on hold for the Water Department until changes are made in the billing software to facilitate the new Sensus endpoint firmware.

A SCADA upgrade is in progress. The upgrade will allow a Water Data Management Software Package to be installed. This software will provide the reporting services and data management for daily, monthly and annual water reports.

Sean Wall provided safety training on June 19<sup>th</sup> and 25<sup>th</sup>. Topics covered were the Emergency Action Plan and fire extinguisher training.

The Wisconsin Department of Agriculture, Trade and Consumer Protection performed a laboratory evaluation on our water testing lab on June 18<sup>th</sup>. A few minor upgrades were recommended and the lab was recertified for another 2 years.

Unidirectional water main flushing has started and will continue thru most of the summer and fall. Unidirectional flushing is very different than standard flushing. With unidirectional flushing we achieve a high velocity through the pipe and really scour the debris off the pipe wall. We don't stop flushing until we measure a reading of 1 or less NTU's (National Turbidity Units) on a turbidimeter (a device that measures the relative clarity of the water) which is very clean. Unidirectional flushing is essential for achieving the best water quality that we can achieve.

### **Groundwater Guardians**

Cathy Lotzer has scheduled a GWG dinner for July 15<sup>th</sup>.

MARSHFIELD PUBLIC LIBRARY  
211 East Second Street  
Marshfield, Wisconsin 54449  
(Finance Committee)

July 14, 2015  
7:00 a.m.

The meeting was called to order at 7:00 a.m. by Jean Swenson. Attendance was taken.

Present: Joanne Ampe, Jean Swenson, Ruth Voss and Library Director Lori Belongia.

Absent: Don Schnitzler, Kim Vrana

Also present: Amanda Duer

LB15-39 Election of Chair:  
Motion by Voss, second by Swenson to elect Ampe as the Chair. All ayes.  
Motion Carried.

LB15-40 Director presented the 2016 Library Budget to the Board for discussion, changes, and approval.  
Motion by Ampe, second by Voss to accept the presented budget and bring it to the board. All ayes. Motion carried.

Adjournment: Seeing no other business to come before the board, Ampe adjourned the meeting at 7:50 a.m.

Respectfully submitted,

Amanda Duer

**Business Improvement District Board**  
**Minutes of the July 15, 2015 Meeting**

Meeting called to order by Al Nystrom, Chairman, at 8:00 a.m. in Room 108 of City Hall Plaza.

Members present: Scott Koran, Dewey Schutz, Carol Knauf, and Al Nystrom

Members Absent: Pete Hendler and Pat Schreiner

Others Present: Steve Barg, Tony Abney, Angie Eloranta, Jason Angell, and Amy Krogman

**BID15-05** Motion by Koran, second by Knauf to approve the minutes of the April 15, 2015 meeting.

**Motion carried**

There were no citizen's comments

**BID14-06** Motion by Knauf, second by Koran to approve the financial statements as presented.

**Motion carried**

Eloranta updated the committee on the following:

- Business Visits:
  - ✓ There is interest in the Façade program, Main Street is talking to the Economic Development Board about starting program again. This time the program would include back alleys.
  - ✓ The construction on 3<sup>rd</sup> St. is impacting some businesses.
  - ✓ Pedestrian crossing continues to be an issue in the downtown. It was suggested to have the same traffic single as Peach and Becker, by the High School. Starts flashing when someone pushes the button. Another suggestion was enforcement from the Police Department when someone doesn't stop for a pedestrian.
  - ✓ Parking permits. There are month passes or 12 month passes, but nothing in place for 6 month parking pass. Steve Barg is going to look into this problem and see if there can be a reduced rate for a 6 month pass.
  
- Upcoming Events:
  - ✓ 3<sup>rd</sup> Tuesdays went over very well. Lots of good responses. More business signed up for the July Tuesday.
  - ✓ Hot Time in the City and Hub City Days will be held at the end of the month
  - ✓ Block Party was held in June. Attendance was up this year.
  - ✓ Main Street Marshfield is hosting the State Award in April 2016.
  
- New Businesses
  - ✓ Off the Mat
  - ✓ Back Porch is now Back Porch Living
  - ✓ Railroad Antiques is still closing. The Howards are working on getting someone in there
  - ✓ Granny's Attic closed
  - ✓ Center City Vapors expanded
  
- Changes in Board of Directors or Staff

- ✓ Main Street has two interns working 15 hours a week. They have been a huge help. One wants to stay on and do another internship. One is working with businesses and social media pages. She has worked with 8 businesses.
- ✓ Trina Ignatowski has resigned from the Board of Directors. She has been replaced by Erin Howard

Board discussed raising the BID assessment by the inflationary adjustments. This will be discussed at a later date.

Committee discussed the 2016 BID operating plan. Some suggestions were made and Eloranta will bring this to the next meeting for approval.

Angell updated the committee on the following:

- ✓ Maple Ave. is moving forward. There have been some issues with the weather, but still on track.
- ✓ Bids for the Library and Community Center were high. Project is being resized. Grounding will be held on Friday, January 31<sup>st</sup>.
- ✓ Paul Rogers's project has been moving along nicely. 2<sup>nd</sup> part of that project is the back brick building. EDB agreed to support that project with \$45,000 funding
- ✓ EDB wants to revisit the façade program. Funding is included in the 2016 budget request.
- ✓ This is a local developer who wants to put the building up on the 200 block. Business owners like the open space.
- ✓ Property owners are not in favor of the proposed 2<sup>nd</sup> Street project. Community has mixed support. Council passed 5 to 4. In order to fund project we need 7 votes.

Next meeting date will be August 19<sup>th</sup> at 8:00 a.m.

Motion by Carol, 2<sup>nd</sup> Dewey to adjourn at 9:02

Respectfully submitted,

Amy Krogman  
Administrative Assistant III

# Marshfield Airport Committee Minutes

## July 16th, 2015

Meeting called to Order at 6:00 p.m. by Vice Chairman Bremer

Present: Chris Jockheck, Jack Bremer, Paul Knauf and Dan Maurer

Absent: John Berg

Also Present: Josh Miller and Jeffrey Gaier

Citizens Comments: None

AP15-33 Motion by Jockheck Second by Knauf to amend the Airport Campus Zoning Plan with the following language:

Sections 3-2(1) & (2) of the Airport Campus Master Plan to include the following language regarding non-aeronautical uses:

"Any non-aeronautical uses must be coordinated with the Bureau of Aeronautics and receive approval from the Federal Aviation Administration as deemed appropriate by the Bureau of Aeronautics."

Section 3-7(5) would include the following language pertaining to fences:

"Fences for the Airport do not require a setback in any yard and may cross parcel boundaries. Chain-link, privacy, and security fences are permitted in any required yard and may exceed the height standards listed in Section 18-106 of the Municipal Zoning Code, as guided by the Bureau of Aeronautics."

Motion Carried

Additional Citizens Comments: None

Motion by Maurer, second by Jockheck to adjourn at 6:06 PM, All Ayes Motion Carried

Respectfully Submitted - Jeffrey Gaier

**Economic Development Board meeting  
July 20, 2015**

Present: Meissner, Sennholz, Michalski, Wagner, Buttke, Dickrell, and Trussoni  
Absent: Staab  
Others: Jason Angell, Angie Eloranta, Karen Olson, Adam Hocking, Jonathon Anderson

Sennholz called the meeting to order at 3 p.m.

**Conflict of interest**

None

**Citizen comments**

None

Committee began discussing the 2016 budget. Angell, Eloranta, and Olson went over their proposed budgets.

Motion by Michalski, 2<sup>nd</sup> by Buttke to increase the contribution to a combined Façade/Back Alley Improvement program to \$65,000 contingent on Main Street Marshfield Board providing \$10,000 or greater.

**Motion Carried**

Motion by Wagner, 2<sup>nd</sup> by Dickrell to delete funding for Public Art Installation (\$1,500) Third Tuesdays (\$1,500) and Marketing Expenses (Downtown Directory) (\$1,250).

**Motion Carried**

Motion by Trussoni, 2<sup>nd</sup> by Meissner to reduce Flower Power to \$5,000.

**Motion Carried**

Motion by Wagner to reduce the Business Development Director's salary contribution to \$54,000. Motion died for lack of second.

Motion by Michalski, 2<sup>nd</sup> by Wagner to delete the \$10,000 from Entrepreneurial Development, and increase the Incubator/Makerspace Assessment to \$30,000.

**Motion carried**

Motion by Trussoni, 2<sup>nd</sup> Dickrell to reduce funding for the "200 Block" Development by \$75,000 leaving \$25,000.

**Motion carried**

Motion by Trussoni, 2<sup>nd</sup> Michalski to approve budget with the changes

**Motion carried**

Motion by Wagner second to Trussoni adjourn to closed session under WI Statues Chapter 19.85(1)(e), “Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reason require a closed session.” The closed session is requested to consider the possible purchase of land for a City housing subdivision. (Time: 4:33 p.m.)

Present is closed session: Sennholz, Wagner, Buttke, Trussoni, Angell, Eloranta, Olson, Michalski, Dickrell, Krogman, Meissner,

Motion by Wagner, 2<sup>nd</sup> by Buttke to go back into open session. Time 4:53 p.m.

No action in open session

Next meeting date, Tuesday, August 4<sup>th</sup>

Motion by Buttke, 2<sup>nd</sup> by Meissner to adjourn the meeting at 4:54 p.m.

Respectfully submitted,  
Amy Krogman  
Administrative Assistant III

**BOARD OF PUBLIC WORKS MINUTES**  
**OF JULY 20, 2015**

Meeting called to order by Chairman Buttke at 5:30 PM in the Council Chambers of City Hall Plaza.

**PRESENT:** Mike Feirer, Tom Buttke, Ed Wagner, Gary Cummings and Chris Jockheck

**EXCUSED:** None

**ALSO PRESENT:** City Engineer Turchi; Assistant City Engineer Cassidy; Street Superintendent Winch; the media; and others.

**PW15-89** Motion by Feirer, second by Jockheck to recommend approval of the minutes of the July 7, 2015 Board of Public Works meeting.

**Motion Carried**

**Citizen Comments – None**

City Engineer Turchi presented an Engineering Division construction update. Street Superintendent Winch presented a Street Division construction update.

**PW15-90** Motion by Feirer, second by Cummings to recommend approval of the changes to Section 10-33(6)(c) Regulation of Noise and Vibration, regarding concrete sawing on paving projects and request an ordinance be drafted for Common Council consideration.

**Feirer, Buttke, Cummings & Jockheck voted ‘Aye’, Wagner voted ‘No’ Motion Carried**

**Recommended items for future agendas - None**

Motion by Jockheck, second by Wagner that the meeting be adjourned at 5:48 PM.

**Motion Carried**

Thomas R. Turchi, Acting Secretary  
BOARD OF PUBLIC WORKS

**MARSHFIELD UTILITIES, A MUNICIPAL UTILITY  
MARSHFIELD UTILITY COMMISSION**

**July 21, 2015**

**COMMISSION MEETING MINUTES**

A special meeting of the Marshfield Utility Commission was called to order by President Mike Eberl at 3:00 pm on July 21, 2015 in the downstairs meeting room of the utility office. Present were Commissioners Mike Eberl, John Maggitti, and George Holck. Also present were Alderperson Gordon Earll, Mayor Chris Meyer, Andy Keogh-CDA, City staff, and Utility staff. Absent were Commissioners Kathy Heintz-Dzikowich and Harry Borgman, and Alderperson Peter Hendler.

- The group discussed the possible integration of other city entities into the potential utility building project based on current needs.
- Two sub groups were developed to discuss the functional space needs and the spaces/locations that are available. The sub groups will meet to further define the potential building options.

Motion by John Maggitti to adjourn. Second by George Holck. Meeting adjourned at 4:37 p.m.



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John Maggitti, Secretary

**JUDICIARY AND LICENSE COMMITTEE**  
**MINUTES OF JULY 21, 2015**

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

**PRESENT:** Alderpersons Ed Wagner, Gordon Earll and Alanna Feddick

**ABSENT:** None

**ALSO PRESENT:** Chief Gramza, City Clerk Hall, Armando Velasco and Tammy Livingston

**JLC15-088** Motion by Feddick, second by Earll to approve the minutes of the July 7, 2015 meeting.

**Motion carried**

**CITIZEN COMMENTS**

None

**JLC15-089** Motion by Earll, second by Feddick to approve by unanimous consent the following:

- a) Sixteen (16) Beverage Operator Licenses for the 2015-2017 license year to: Jessica Baker, Robert Brown, Lori Butts, Chelsea Clark, Brendon Conner, Alison Fait, Samantha Fuller, Cassandra Hansen, Jessica Hinz, Kristi Luchterhand, Jeanette Peplinski, Michelle Petke, Juan Valdovinos, Maricela Rodriguez, Michael Witt and Emily Ziebell.

**Motion carried**

**JLC15-090** Motion by Feddick, second by Earll to disallow the claim of James Altmann pursuant to Wisconsin Statute 893.80 (1g).

**Motion carried**

**JLC15-091** Motion by Feddick, second by Earll to go into closed session pursuant to Wisconsin Statute chapter 19.85 (1)(b) considering dismissal, demotion, licensing or discipline of any public employee or person licensed by a board or commission or the investigation of charges against such person. Specifically, the Chairperson had requested a closed session in order to hold a reconsideration hearing regarding the beverage operator application of Armando Velasco and the "Class B" Combination Liquor License of Jack's Bar. Roll call vote, all ayes. (Time: 5:05 p.m.)

**Motion carried**

Present in closed session: Alderpersons Wagner, Earll and Feddick, Police Chief Gramza, City Clerk Hall and Tammy Livingston.

Tammy Livingston and Police Chief Gramza left the closed session at 5:14 p.m.

Police Chief Gramza and Armando Velasco joined the closed session at 5:16 p.m. and left at 5:25 p.m.

**JLC15-092** Motion by Earll, second by Feddick to return to open session. Roll call vote, all ayes. (Time: 5:27 p.m.)

**Motion carried**

**JLC15-093** Motion by Feddick, second by Earll to rescind the 25 demerit points that were originally assessed to the "Class B" Combination Liquor License of Jack's Bar; Tammy Livingston, owner, based on the credibility of Ms. Livingston and the case being dismissed in court by the Judge.

**Motion carried**

**JLC15-094** Motion by Feddick, second by Earll to grant a Beverage Operator License to Armando Velasco with 25 demerit points assessed for failure to list his violations and with the condition that if he doesn't attend the victim impact panel then another hearing will be scheduled to address the issue.

**Motion carried**

Future Agenda Items

Double fencing for Temporary "Class B"/Class "B" Retailer's Licenses (Picnic)

Motion by Earll, second by Feddick to adjourn at 5:30 p.m.

**Motion carried**



Deb M. Hall  
City Clerk

**FINANCE, BUDGET AND PERSONNEL COMMITTEE**  
**MINUTES OF JULY 21, 2015**

Meeting called to order by Vice-Chairperson Feddick at 5:34 p.m., in the Common Council Chambers, City Hall Plaza.

**PRESENT:** Alderpersons Rebecca Spiros, Rich Reinart, Gordon Earll, and Alanna Feddick

**ABSENT:** Alderperson Peter Hendler

**ALSO PRESENT:** Alderperson Wagner, City Administrator Barg, Media, and City Personnel (Jason Angell, Amy VanWyhe, Keith Strey, Jeff Gaier and Deb Hall)

Alderperson Hendler resigned as Chair of the Finance, Budget and Personnel Committee. Vice-Chairperson Feddick will assume the Chair.

**FBP15-078** Motion by Spiros, second by Reinhart to accept the resignation of Alderperson Peter Hendler as Chair of the Finance, Budget and Personnel Committee.

**Motion carried**

Chairperson Feddick asked for nominations for Vice-Chairperson.

Alderperson Spiros nominated Alderperson Earll for Vice-Chair.

There being no further nominations the Chair declared the nominations closed.

**FBP15-079** Motion by Spiros, second by Reinhart to elect Alderperson Earll as Vice-Chairperson.

**Motion carried**

**Citizen Comments**

None

**FBP15-080** Motion by Spiros, second by Reinhart to approve the items on the consent agenda:

1. Minutes of the July 7, 2015 meeting.
2. Bills in the amount of \$810,143.65.
3. Report of Personnel Actions of July 21, 2015.
4. Treasurer's Report of June 2015.

**Motion carried**

No items were removed from the consent agenda.

City Administrator Barg presented information on the refilling of the vacant Police Officer position at the Marshfield Police Department.

**FBP15-081** Motion by Earll, second by Reinhart to recommend approval of Budget Resolution No. 16-2015 to the Common Council, transferring \$5,000 from the Safe Routes to School Program donations to the Planning & Economic Development Budget for event prizes and awards and to extend a "Thank You" to Kim and Ken Heiman of Nasonville Dairy and to Team Sporting Goods for their generous donation.

**Motion carried**

**FBP15-082** Motion by Earll, second by Reinhart to approve the contract for services with Vierbicher for work related to expanding the boundaries of TIF #9 and authorize staff to execute the contract.

**Motion carried**

**FBP15-083** Motion by Reinhart, second by Spiros to recommend approval of Budget Resolution No. 18-2015 to the Common Council, transferring \$11,900 from TID #9 Fund Balance Applied to TID #9 Urban Development Budget for the TID #9 amendment.

**Motion carried**

**FBP15-084** Motion by Reinhart, second by Earll to recommend approval of Budget Resolution No. 19-2015 to the Common Council, transferring \$8,334 within the General Fund Airport Budget from Repairs and Maintenance operating expense to Land capital outlay expense.

**Motion carried**

**FBP15-085** Motion by Spiros, second by Reinhart to go into closed session pursuant to Wisconsin Statutes Chapter 19.85 (1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

- Possible renewal of City Hall leases (2 separate items)
- Possible purchase of land near Marshfield Fairgrounds Park

Roll call vote, all ayes. (Time: 5:46 p.m.)

**Motion carried**

Present in closed session: Alderpersons Feddick, Reinart, Spiros, Earll and Wagner, City Administrator Barg, Finance Director Strey, and City Clerk Hall.

**FBP15-086** Motion by Earll, second by Feddick to return to open session. Roll call vote, all ayes. (Time: 6:05 p.m.)

**Motion carried**

**FBP15-087** Motion by Spiros, second by Reinhart to approve a two year lease renewal with Tanya Genett for space on the first floor of City Hall Plaza and authorize execution of a lease extension.

**Motion carried**

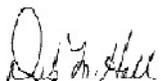
**FBP15-088** Motion by Spiros, second by Reinhart to approve a lease with the State of Wisconsin, Department of Administration for space on floor 1R of City Hall Plaza and authorize execution of the lease.

**Motion carried**

### **FUTURE AGENDA ITEMS**

None

Motion by Earll, second by Spiros to adjourn at 6:07 p.m.



Deb M. Hall  
City Clerk

**CITY PLAN COMMISSION  
MARSHFIELD, WISCONSIN  
MINUTES OF JULY 21, 2015**

Meeting called to order by Chairman Meyer at 7:00 PM in the Council Chambers of City Hall Plaza.

**PRESENT:** Mayor Meyer, Ed Wagner, Joe Gustafson (arrived at 7:04 PM); Bill Penker & Ken Wood

**EXCUSED:** Laura Mazzini and Josh Witt

**ABSENT:** None

**ALSO PRESENT:** Alderman Earll, City Administrator Barg, Planning & Economic Development Director Angell; City Planner Miller; Zoning Administrator Schroeder; the media; and others.

**PC15-38** Motion by Penker, second by Wood to recommend approval of the minutes of the June 16, 2015 City Plan Commission meeting.

**Motion Carried**

**Citizen Comments: None**

**PUBLIC HEARING** - Detachment and Attachment request by the City of Marshfield, in accordance with the Cooperative Boundary Plan and Agreement between the Town of Cameron and the City of Marshfield, dated April, 2000, the following described territory in the Town of Cameron, Wood County, Wisconsin, for that portion of the "City Growth Area" lying outside the "No Contest Area" as identified in said plan, to be detached from the Town of Cameron and attached to the City of Marshfield, and zoned "CMU" Community Mixed Use Zoning and "LI" Light Industrial Zoning, located south of 29th Street, east of Central Avenue, north of Heritage Drive, and west of Business Park Avenue: That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, and more particularly described as:

1. Beginning at the SW corner of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence East on the South line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E to the East line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence north on the east line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the North line of the Heritage Drive (formerly known as United States Highway 10); thence West along the North line of Heritage Drive for a distance of 30.09 feet; thence N 00°21'13" E for a distance of 783.04 feet; thence N 89°03'35" W on a line extended to the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence south on the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the point of beginning; EXCEPT

The following parcels and road right-of-way which are contained within the above described real property in paragraph 1 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

a. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE  $\frac{1}{4}$  of the

SE ¼ and the SE ¼ of the SE ¼ of Section 19; the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 20; the NW ¼ of the NW ¼ of Section 29; and the NE ¼ of the NE ¼ of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S 88°36'11" E along the North line of the SW ¼ of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S 00°24'47" W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S 00°24'08" W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S 01°45'48" E along the East Right of Way Line of Central Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning; and

2. Beginning at the southeast corner of Wood County Certified Survey Map Number 3785; thence north along the east line of the said Wood County Certified Survey Map Number 3785 to the south line of 29<sup>th</sup> Street; thence east along with south line of 29<sup>th</sup> Street to the northwest corner of Wood County Certified Survey Map Number 2404; thence south along the west line of Wood County Certified Survey Map Number 2404 to the southwest corner of Wood County Certified Survey Map Number 2404; thence east along the south line of Wood County Certified Survey Map Number 2404 to the southeast corner of Wood County Certified Survey Map 2404, being the northwest corner of the SE ¼ NW ¼, Section 20, T25N, R3E; thence east long the north line of the SE ¼ NW ¼, Section 20, T25N, R3E to the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; thence south along the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; to the south line of the SE ¼ NW ¼, Section 20, T25N, R3E; thence S 00°10'08" W for a distance of 33.01 feet; thence N 88°41'03" W for a distance of 650.63 feet; thence N88°41'03" W for a distance of 878.80 feet; thence S 00°21'13" W for a distance of 360 feet; thence N 88°41'03" W on a line extended to the west line of the NW ¼ SW ¼, Section 20, T25N, R3E; thence north on the west line of the NW ¼ SW ¼, Section 20, T25N, R3E to the southwest corner of the SW ¼ NW 1/4, Section 20, T25N, R3E; thence north along the west line of the SW ¼ NW ¼, Section 20, T25N, R3E to the north line extended on that property described in Volume 312 of deeds, Page 521, Wood County records; thence east along the north line of the property described in said deed a distance of 270.6 feet, more or less; thence south along the east line of the property described in said deed, a distance of 100 feet, more or less; thence east at right angles a distance of 273.77 feet, more or less, to the centerline of proposed Cedar Avenue, extended; thence north a distance of 1,235 feet, more or less, along the centerline of said proposed street; thence west at right angles to said proposed street, a distance of 544.5 feet more or less to the west line of the NW ¼ NW ¼, Section 20, T25N, R3E; thence north along the west line of the NW ¼ NW ¼, Section 20, T25N, R3E, to a point which is the extension of the south line of Wood County Certified Survey Map Number 3785; thence east along the south line of Wood County Certified Survey Map Number 3785 to the point of beginning; EXCEPT

The following parcels and road right-of-way which are contained within the above described real property in paragraph 2 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

- a. Lot 1 of Wood County Certified Survey Map No. 8547, recorded in Volume 29 of Survey Maps, Page 147, located in part of the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 20, Township 25 North, Range 3 East, and adjacent right of way of Cherry Avenue, City of Marshfield, Wood County.
- b. Part of the South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, in the Town of Cameron, Wood County, Wisconsin, described as follows:

Commencing on the South line of the South Half (S  $\frac{1}{2}$ ) of the Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East at a point where said South line intersects with the East line of Central Avenue (formerly known as State Trunk Highway 13), thence East 916.65 feet, thence North 462 feet to the point of beginning, thence North 294 feet, thence East 498 feet, thence South 294 feet, thence West 498 feet back to the point of beginning.

- c. Road right-of-way known as 35<sup>th</sup> Street (formerly known as Nikolay Drive) described as follows:

Commencing at the west  $\frac{1}{4}$  corner of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, thence South 88°41'03" east along the east-west quarter line of said Section 20, a distance of 60 feet to the east right-of-way line of Central Avenue (formerly known as State Trunk Highway 13), the point of beginning; thence north 00°21'13" east along said east right-of-way line of Central Avenue, a distance of 33.01 feet to the north line of 35<sup>th</sup> Street; thence south 88°41'03" east along said north right-of-way line of 35<sup>th</sup> Street, a distance of 1,892.22 feet; thence south 00°10'08" west a distance of 66.01 feet to the south right-of-way line of 35<sup>th</sup> Street; thence north 88°41'03" west along said south line of 35<sup>th</sup> Street to the east right-of-way line of Central Avenue; thence north 00°21'13" east along said east line of Central Avenue to the point of beginning.

- d. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of road right-of-way described above in paragraph 2 that also falls within the area described below:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 19; the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 20; the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29; and the NE  $\frac{1}{4}$  of

the NE ¼ of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S 88°36'11" E along the North line of the SW ¼ of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S 00°24'47" W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S 00°24'08" W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S 01°45'48" E along the East Right of Way Line of Central Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning.

**COMMENTS: None**

**PC15-39** Motion by Penker, second by Wood to recommend approval of the Detachment and Attachment request by the City of Marshfield, in accordance with the Cooperative Boundary Plan and Agreement between the Town of Cameron and the City of Marshfield, dated April, 2000, the following described territory in the Town of Cameron, Wood County, Wisconsin, for that portion of the "City Growth Area" lying outside the "No Contest Area" as identified in said plan, to be detached from the Town of Cameron and attached to the City of Marshfield, and zoned "CMU" Community Mixed Use Zoning and "LI" Light Industrial Zoning, located south of 29th Street, east of Central Avenue, north of Heritage Drive, and west of Business Park Avenue: That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, and more particularly as described above and request an ordinance be drafted for Common Council consideration.

**PC15-40** Motion by Wagner, second by Penker to recommend amending Motion PC15-39 to include referring this annexation area to the CIP to extend utilities to serve the new area.

**Motion Carried**

**Vote on Motion PC15-39 as amended.**

**Motion Carried**

**PUBLIC HEARING** - Campus Master Plan Amendment request by Marshfield Municipal Airport to amend the five year Master Campus Plan, addressing when Federal Aviation Administration approval is needed for non-aeronautical uses, located at 210, 320, 324, and 400 West 29th Street, including all parcels owned by the City of Marshfield under the Airports jurisdiction zoned "CD" Campus Development District.

**COMMENTS:**

- Karl Zimmermann, 1906 South Balboa Avenue, questioned if there are any current plans for fencing in this area.

**PC15-41** Motion by Penker, second by Wagner to recommend approval of the Campus Master Plan Amendment request by Marshfield Municipal Airport to amend the five year Master Campus Plan, addressing when Federal Aviation Administration approval is needed for non-aeronautical uses, located at 210, 320, 324, and 400 West 29th Street, including all parcels owned by the City of Marshfield under the Airports jurisdiction zoned “CD” Campus Development District, and request an ordinance be drafted for Common Council consideration.

**Motion Carried**

**PUBLIC HEARING** - Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Section 18-72 to allow the front and street side yard setbacks to be adjusted by averaging adjoining properties in all districts and to clarify language pertaining to such adjustments.

**COMMENTS:** None

**PC15-42** Motion by Penker, second by Gustafson to recommend approval of the Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Section 18-72 to allow the front and street side yard setbacks to be adjusted by averaging adjoining properties in all districts and to clarify language pertaining to such adjustments and request an ordinance be drafted for Common Council consideration.

**Motion Carried**

**PUBLIC HEARING** - Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Sections 18-25 through 18-33, 18-54, and 18-65 (1) & (2), allowing Minor Home Occupations as a permitted accessory use and Conditional Home Occupations as a conditional accessory use in all residential zoning districts and to clarify the requirements for a home occupation.

**COMMENTS:** None

**PC15-43** Motion by Wood, second by Gustafson to recommend approval of the Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Sections 18-25 through 18-33, 18-54, and 18-65 (1) & (2), allowing Minor Home Occupations as a permitted accessory use and Conditional Home Occupations as a conditional accessory use in all residential zoning districts, to clarify the requirements for a home occupation and request an ordinance be drafted for Common Council consideration.

**Motion Carried**

**PUBLIC HEARING** - Conditional Use Request by Ministry Saint Joseph’s Hospital to allow a building addition within a property zoned “CD” Campus Development for the purpose of expanding the mobile tech docking area, located at 611 Saint Joseph Avenue.

**COMMENTS:** None

**PC15-44** Motion by Wood, second by Wagner to recommend approval of the Conditional Use Request by Ministry Saint Joseph’s Hospital to allow a building addition within a property zoned “CD” Campus Development for the purpose of expanding the mobile tech docking area, located at 611 Saint Joseph Avenue, subject to the following conditions:

1. A Certified Survey Map must be recorded combining Parcels 33-03228 and 33-03060 prior to issuance of any building permits.
2. The proposed addition shall be constructed as presented, allowing minor changes to be made administratively.

3. The addition must be completed within one year of approval by the Common Council.

**Motion Carried**

**PUBLIC HEARING** - Conditional Use Request by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units without meeting the minimum parking requirements of one stall per unit, located at 333 South Central Avenue, zoned “DMU” Downtown Mixed Use.

**COMMENTS:** None

**PC15-45** Motion by Wood, second by Gustafson to recommend approval of the Conditional Use Request by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units without meeting the minimum parking requirements of one stall per unit, located at 333 South Central Avenue, zoned “DMU” Downtown Mixed Use, subject to the following condition:

1. Subject property is permitted up to 6,864 square feet of first floor commercial indoor sales or similar use and up to 5 apartment units on the second floor without having any on-site parking stalls.

**Motion Carried**

**PUBLIC HEARING** - Conditional Use Request by John Peters to allow a reduction to the required vision triangles and setback requirements for a fence, located at 305 South Maple Avenue and 200 East 3rd Street, zoned “SR-6” Single Family Residential.

**COMMENTS:** None

**PC15-46** Motion by Wood, second by Gustafson to recommend approval of the Conditional Use Request by John Peters to allow a reduction to the required vision triangles and setback requirements for a fence, located at 305 South Maple Avenue and 200 East 3rd Street, zoned “SR-6” Single Family Residential, subject to the following conditions:

1. The fence must be setback a minimum of 1 foot from all right-of-way lines.
2. The fence may be located within the 30’ x 30’ public street vision triangles as required by the Zoning Code but may not intrude into the vision triangle defined by Chapter 13, Public Works which is 15’ (along South Maple Avenue) by 10’ (along East 3<sup>rd</sup> Street).
3. The fence may be located within the driveway vision triangles.

**Meyer, Wagner, Gustafson & Penker voted ‘Aye’, Penker voted ‘No’, Motion Carried**

**PUBLIC HEARING** - Conditional Use Request by Rogers Cinema Inc., to allow an exception to reduce the setback for a fence to be incorporated into the future City park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned “DMU” Downtown Mixed Use.

**COMMENTS:** None

**PC15-47** Motion by Gustafson, second by Wood to recommend approval of the Conditional Use Request by Rogers Cinema Inc., to allow an exception to reduce the setback for a fence to be incorporated into the future City park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned “DMU” Downtown Mixed Use, subject to the following conditions:

1. The required 3 foot fence setback from the right-of-way in the front and street side yard is waived because it is located in the Downtown Mixed Use District.

**Motion Carried**

**PUBLIC HEARING** - Alternative Sign Permit Request by Rogers Cinema Inc., for murals to be developed in the future downtown park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned “DMU” Downtown Mixed Use.

**COMMENTS:** None

**PC15-48** Motion by Penker, second by Wood to recommend approval of the Alternative Sign Permit Request by Rogers Cinema Inc., for murals to be developed in the future downtown park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned “DMU” Downtown Mixed Use.

**Motion Carried**

**Items for Future Agendas: None**

**Staff Updates: None**

There being no objections, Chairman Meyer adjourned the meeting at 7:57 PM.

**Jason Angell, Acting Secretary**  
**CITY PLAN COMMISSION**



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Sam Schroeder, Zoning Administrator  
DATE: July 28, 2015

RE: Resolutions 2015-34, 2015-35, 2015-36, and 2015-37 – July  
Conditional Use Permits.

## **Background**

On July 21<sup>st</sup>, the Plan Commission recommended approval of four Conditional Use Permit requests. Two of the requests were to allow exceptions to fence regulations, another request was to allow for a parking exception, and the last request was to allow for an addition to a structure located in the “CD” Campus Development district.

## **Analysis**

### **Resolution 2015-34**

- Conditional Use Request by Ministry Saint Joseph’s Hospital to allow an expansion of a structure within a property zoned “CD” Campus Development to expand the mobile tech docking area, located at 611 North Saint Joseph Avenue.

A public hearing was held on Tuesday, July 21, 2015 where no public comments were made.

The Plan Commission recommended the following action:

APPROVE a Conditional Use Request by Ministry Saint Joseph’s Hospital to allow an expansion of a structure within a property zoned “CD” Campus Development district to expand the existing mobile tech area, located at 611 Saint Joseph Avenue with the following conditions:

1. A certified survey map must be recorded combining parcels 33-03228 and 33-03060 prior to issuance of any building permits.
2. The proposed addition shall be constructed as presented, allowing minor changes to be made administratively.

3. The addition must be completed within one year of approval by the Common Council.

The Clerk will submit the resolution to the appropriate Register of Deeds upon approval by the Common Council.

### **Resolution 2015-35**

Conditional Use Request by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units without meeting the minimum parking requirements of one stall per unit, located at 333 South Central Avenue, zoned "DMU" Downtown Mixed Use.

A public hearing was held on Tuesday, July 21, 2015 where no public comments were made.

Staff provided the following recommendation to the Plan Commission:

APPROVE the Conditional Use Request by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units without meeting the minimum parking requirements of one stall per unit, located at 333 South Central Avenue, zoned "DMU" Downtown Mixed Use with the following conditions:

1. Subject property is permitted to up to 6,864 square feet of first floor commercial indoor sales or similar use and up to 5 apartment units on the second floor without having any on-site parking stalls.

The Clerk will submit the resolution to the appropriate Register of Deeds upon approval by the Common Council.

### **Resolution 2015-36**

Conditional Use Request by John Peters to allow a reduction to the required 3 foot fence setback and vision triangles, located at 305 South Maple Avenue and 200 East 3rd Street, zoned "SR-6" Single Family Residential.

A public hearing was held on Tuesday, July 21, 2015 where no public comments were made.

Staff provided the following recommendation to the Plan Commission:

APPROVE the Conditional Use Request by John Peters to allow a reduction to the required 3 foot fence setback and to waive the required

vision triangles, located at 305 South Maple Avenue and 200 East 3rd Street, zoned "SR-6" Single Family Residential with the following conditions:

1. The fence must be setback a minimum of 1 foot from all right-of-way lines.
2. The fence may be located within the 30' by 30' public street vision triangles as required by the Zoning Code but may not intrude into the vision triangle defined by Chapter 13, Public Works which is 15' (along South Maple Avenue) by 10' (along East 3rd Street).
3. The fence may be located within the driveway vision triangles.

The Clerk will submit the resolution to the appropriate Register of Deeds upon approval by the Common Council.

### **Resolution 2015-37**

Conditional Use Request by Rogers Cinema Inc. to allow an exception to reduce the setback for a fence to be incorporated into a future City park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned "DMU" Downtown Mixed Use.

A public hearing was held on Tuesday, July 21, 2015 where no public comments were made.

Staff provided the following recommendation to the Plan Commission:

APPROVE the Conditional Use Request by Rogers Cinema Inc. to allow an exception to reduce the setback for a fence to be incorporated into a future City park (Marilyn Hardacre Park), located at 451 and 453 South Central Avenue, zoned "DMU" Downtown Mixed Use with the following conditions:

1. The required 3 foot fence setback from the right-of-way in the front and street side yard is waived because it is located in the Downtown Mixed Use district.

The Clerk will submit the resolution to the appropriate Register of Deeds upon approval by the Common Council.

### **Council Options**

The Common Council can take the following actions:

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

3. Table the request for further study.

**Recommendation**

Approve Resolutions 2015-34, 2015-35, 2015-36, and Resolution 2015-37

**Attachments**

1. Resolution 2015-34
2. Resolution 2015-35
3. Resolution 2015-36
4. Resolution 2015-37

Concurrence:



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Jason Angell  
Planning and Economic Development Director



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Steve Barg  
City Administrator

**RESOLUTION NO. 2015-34**  
Document Title

Document Number

A Resolution approving a Conditional Use request by Ministry Saint Joseph's Hospital to allow an expansion of a structure within a property zoned "CD" Campus Development to expand the mobile tech docking area prior to the adoption of a campus master plan, zoned "CD" Campus Development, located at 611 North Saint Joseph Avenue, City of Marshfield, Wood County, Wisconsin.

**WHEREAS**, it is determined by the Plan Commission that the proposed conditional use and amendment meets the criteria listed in Section 18-161(6)(c) of the Marshfield Municipal Code; and

**WHEREAS**, the City Clerk, having published a Notice of Public Hearing regarding such conditional use application, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of July, 2015 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

**SECTION 1.** That since the Common Council finds it in the public interest to allow the proposed conditional use permit, described in Section 2, on the following described property, subject to the conditions listed below:

**LEGAL DESCRIPTION WILL BE AVAILABLE PRIOR TO RECORDING.**

**SECTION 2.** The above described property, is allowed to expand an existing structure to expand the mobile tech docking area within a property zoned "CD" Campus Development prior to the adoption of a campus master plan, located at 611 North Saint Joseph Avenue.

**SECTION 3.** The conditional use permit is subject to the following conditions:

- A certified survey map must be recorded combining parcels 33-03228 and 33-03060 prior to issuance of any building permits.
- The proposed addition shall be constructed as presented, allowing minor changes to be made administratively.
- The addition must be completed within one year of approval by the Common Council.

**SECTION 4.** The City Clerk is hereby directed to record a certified copy of this Resolution as the Conditional Use Permit in the office of the Register of Deeds of Wood County, Wisconsin, upon approval by the Common Council.

NOTE: This action is recommended by the City Plan Commission.

ADOPTED \_\_\_\_\_

CHRIS L. MEYER, Mayor

ATTEST:

APPROVED \_\_\_\_\_

DEB M. HALL, City Clerk

Drafted by: City of Marshfield, Samuel Schroeder  
Planning and Economic Development Department  
630 South Central Avenue  
6<sup>th</sup> Floor, Suite 602  
Marshfield, WI 54449

STATE OF WISCONSIN COUNTY OF \_\_\_\_\_

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the above named **CHRIS L. MEYER & DEB M. HALL** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wood County, Wisconsin  
My Commission Expires: \_\_\_\_\_

**Recording Area**

Name and Return Address

**City of Marshfield**  
**Attn: City Clerk**  
**630 S Central Ave, Suite 502**  
**Marshfield, WI 54449**

**33-03228 & 33-03060**

Parcel Identification Number (PIN)

**RESOLUTION NO. 2015-35**  
Document Title

Document Number

A Resolution approving a Conditional Use request by Arlon Haessly to grant a parking exception to allow a single apartment unit to be converted into two separate units without meeting the minimum parking requirements of one stall per unit, zoned "DMU" Downtown Mixed Use, located at 333 South Central Avenue, City of Marshfield, Wood County, Wisconsin.

**WHEREAS**, it is determined by the Plan Commission that the proposed conditional use and amendment meets the criteria listed in Section 18-161(6)(c) of the Marshfield Municipal Code; and

**WHEREAS**, the City Clerk, having published a Notice of Public Hearing regarding such conditional use application, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of July, 2015 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

**SECTION 1.** That since the Common Council finds it in the public interest to allow the proposed conditional use permit, described in Section 2, on the following described property, subject to the conditions listed below:

Lot 3, Block 79, of the First Addition to the City of Marshfield, being part of the SE ¼ of the NW ¼ and the SW ¼ of the NW ¼ of Section 8, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin.

**SECTION 2.** The above described property, is allowed to convert one apartment unit into two units without meeting the minimum on-site parking requirement of one stall per unit, zoned "DMU" Downtown Mixed Use, located at 333 South Central Avenue.

**SECTION 3.** The conditional use permit is subject to the following conditions:

- Subject property is permitted to up to 6,864 square feet of first floor commercial indoor sales or similar use and up to 5 apartment units on the second floor without having any on-site parking stalls.

**SECTION 4.** The City Clerk is hereby directed to record a certified copy of this Resolution as the Conditional Use Permit in the office of the Register of Deeds of Wood County, Wisconsin, upon approval by the Common Council.

NOTE: This action is recommended by the City Plan Commission.

ADOPTED \_\_\_\_\_

CHRIS L. MEYER, Mayor

ATTEST:

APPROVED \_\_\_\_\_

DEB M. HALL, City Clerk

Drafted by: City of Marshfield, Samuel Schroeder  
Planning and Economic Development Department  
630 South Central Avenue  
6<sup>th</sup> Floor, Suite 602  
Marshfield, WI 54449

STATE OF WISCONSIN COUNTY OF \_\_\_\_\_

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the above named **CHRIS L. MEYER & DEB M. HALL** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wood County, Wisconsin  
My Commission Expires: \_\_\_\_\_

Recording Area

Name and Return Address

**City of Marshfield**  
**Attn: City Clerk**  
**630 S Central Ave, Suite 502**  
**Marshfield, WI 54449**

**33-00970**

Parcel Identification Number (PIN)

**RESOLUTION NO. 2015-36**  
Document Title

Document Number

A Resolution approving a Conditional Use request by John Peters to allow a reduction to the required 3 foot setback and vision triangles, zoned "SR-6" Single Family Residential , located at 305 South Maple Avenue and 200 East 3<sup>rd</sup> Street, City of Marshfield, Wood County, Wisconsin.

**WHEREAS**, it is determined by the Plan Commission that the proposed conditional use and amendment meets the criteria listed in Section 18-161(6)(c) of the Marshfield Municipal Code; and

**WHEREAS**, the City Clerk, having published a Notice of Public Hearing regarding such conditional use application, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of July, 2015 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

**SECTION 1.** That since the Common Council finds it in the public interest to allow the proposed conditional use permit, described in Section 2, on the following described properties, subject to the conditions listed below:

Lot 5 and the west 50 feet of Lots 6 and 7, all in Block 78 of the City of Marshfield, located in the SE ¼ of the NW ¼ of Section 8, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin.

**SECTION 2.** The above described properties, are permitted to install a fence with a reduced setback and vision triangles, zoned "SR-6" Single Family Residential, located at 305 South Maple Avenue and 200 East 3<sup>rd</sup> Street.

**SECTION 3.** The conditional use permit is subject to the following conditions:

- The fence must be setback a minimum of 1 foot from all right-of-way lines.
- The fence may be located within the 30' by 30' public street vision triangles as required by the Zoning Code but may not intrude into the vision triangle defined by Chapter 13, Public Works which is 15' (along South Maple Avenue) by 10' (along East 3rd Street).
- The fence may be located within the driveway vision triangles.

**SECTION 4.** The City Clerk is hereby directed to record a certified copy of this Resolution as the Conditional Use Permit in the office of the Register of Deeds of Wood County, Wisconsin, upon approval by the Common Council.

NOTE: This action is recommended by the City Plan Commission.

ADOPTED \_\_\_\_\_

CHRIS L. MEYER, Mayor

ATTEST:

APPROVED \_\_\_\_\_

DEB M. HALL, City Clerk

Drafted by: City of Marshfield, Samuel Schroeder  
Planning and Economic Development Department  
630 South Central Avenue  
6<sup>th</sup> Floor, Suite 602  
Marshfield, WI 54449

STATE OF WISCONSIN COUNTY OF \_\_\_\_\_

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the above named **CHRIS L. MEYER & DEB M. HALL** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wood County, Wisconsin  
My Commission Expires: \_\_\_\_\_

Recording Area

Name and Return Address

**City of Marshfield**  
**Attn: City Clerk**  
**630 S Central Ave, Suite 502**  
**Marshfield, WI 54449**

**33-00957 & 33-00960**

Parcel Identification Number (PIN)

**RESOLUTION NO. 2015-37**  
Document Title

Document Number

A Resolution approving a Conditional Use request by Rodgers Cinema Inc. to allow an exception to reduce the setback for a fence to be incorporated into a future City park (Marilyn Hardacre Park), zoned "DMU" Downtown Mixed Use, located at 451 South Central Avenue, City of Marshfield, Wood County, Wisconsin.

**WHEREAS**, it is determined by the Plan Commission that the proposed conditional use and amendment meets the criteria listed in Section 18-161(6)(c) of the Marshfield Municipal Code; and

**WHEREAS**, the City Clerk, having published a Notice of Public Hearing regarding such conditional use application, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of July, 2015 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys; and

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Marshfield, Wisconsin, do ordain as follows:

**SECTION 1.** That since the Common Council finds it in the public interest to allow the proposed conditional use permit, described in Section 2, on the following described property, subject to the conditions listed below:

Lot 1, Block 95 of the City of Marshfield, located in the SW ¼ of the NW ¼ of Section 8, Township 25 North, Range 3 East, City of Marshfield, Wood County, Wisconsin.

**SECTION 2.** The above described property, is permitted to construct a decorative fence to be incorporated into a future City park (Marilyn Hardacre Park) with reduced setbacks, zoned "DMU" Downtown Mixed Use, located at 451 South Central Avenue.

**SECTION 3.** The conditional use permit is subject to the following conditions:

- The required 3 foot fence setback from the right-of-way in the front and street side yard is waived because it is located in the Downtown Mixed Use district.

**SECTION 4.** The City Clerk is hereby directed to record a certified copy of this Resolution as the Conditional Use Permit in the office of the Register of Deeds of Wood County, Wisconsin, upon approval by the Common Council.

NOTE: This action is recommended by the City Plan Commission.

ADOPTED \_\_\_\_\_

\_\_\_\_\_  
CHRIS L. MEYER, Mayor

ATTEST:

APPROVED \_\_\_\_\_

\_\_\_\_\_  
DEB M. HALL, City Clerk

Drafted by: City of Marshfield, Samuel Schroeder  
Planning and Economic Development Department  
630 South Central Avenue  
6<sup>th</sup> Floor, Suite 602  
Marshfield, WI 54449

STATE OF WISCONSIN COUNTY OF \_\_\_\_\_

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ the above named **CHRIS L. MEYER & DEB M. HALL** to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wood County, Wisconsin  
My Commission Expires: \_\_\_\_\_

Recording Area

Name and Return Address

**City of Marshfield**  
**Attn: City Clerk**  
**630 S Central Ave, Suite 502**  
**Marshfield, WI 54449**

**33-01095**

Parcel Identification Number (PIN)

# Marshfield Airport Committee Minutes

## July 23rd, 2015

Meeting called to Order at 6:02 p.m. by Chairman Berg

Present: Chris Jockheck, Jack Bremer, Paul Knauf, and John Berg

Absent: Dan Maurer

Also Present: Duffy, Alice and Jeffrey Gaier

Citizens Comments: None

AP15-34 Motion by Jockheck Second by Bremer to approve the Airport Minutes of June 18th, 2015, All Ayes,

Motion Carried

AP15-35 Motion by Bremer Second by Knauf to approve the Airport Minutes for July 16th, 2015, All Ayes,

Motion Carried

AP15-36 Motion by Bremer, Second by Knauf to pay the bill for the plumbing repairs to the office complex terminal prior to the occupation of the Marshfield Area Pet Shelter, All Ayes,

Motion Carried

AP15-37 Motion by Bremer, Second by Jockheck to approve the hangar development of a commercial hangar by Don Nikolai Construction for RRH Real Estate Services, LLC. The hangar will be developed in the next available lot to the South of Duffy's Aircraft hangar at 320 West 29th Street. All Ayes

Motion Carried

AP15-38 Motion by Knauf Second by Bremer to approve the Airport Manager's July 2015 Report, All Ayes

Motion Carried

AP15-39 Motion by Bremer, Second by Knauf to approve the July 2015 Activity Report, All Ayes

Motion Carried

AP15-40 Motion by Jockheck, Second by Knauf to approve the Airport Bills for July 2015, All Ayes

Motion Carried

AP15-41 Motion by Bremer, Second by Knauf to approve a budget for the airport for 2016 and submit it to City Administration for consideration in the City's 2016 budget process. All Ayes

Motion Carried

Additional Citizens Comments: None

Motion by Jockheck, second by Knauf to adjourn at 7:01 PM, All Ayes Motion Carried

Respectfully Submitted - Jeffrey Gaier

# Airport Manager's Report July 23rd, 2015



The cleanup on the former Grosbier Property is going well. All the trees have been removed as have the trailer homes and storage building. The ranch style house will be moved out shortly. The basement has been removed and the hole has been filled in.



We have received the annual permits applications for the fuel tanks at the airport and have submitted the signed documents to the Keith Strey in City Finance. Keith then includes a certificate of insurance and affidavit of financial responsibility for the city. He will then send it to the Division of Trades and Consumer protection in Madison, Wisconsin for new permits to operate the tanks.

Fire and Safety paid a visit this month to the

airport for the annual inspection of the fire extinguishers. The fire extinguishers have been check and now have new tags. We did have one fire extinguisher that needed to be refurbished.

The globe in the terminal building at 210 West 29th Street. Has been removed and put in a storage crate in the large hangar. We were very fortunate that the globe did not fall apart and drop on



anyone prior to its removal. The globe is in need of repair. Prior to its removal from the building, some of the metal structure had separated and a few of the glass pieces were coming off. Unfortunately Clyde Wynia does not have the capability to refurbish the globe. If anyone knows of someone that has the ability to work on stained glass, please let us know.

We have seen some traffic into Marshfield for EAA AirVenture this year. Mostly the aircraft are smaller and are stopping at Marshfield as a fuel stop. The weather this year for AirVenture has been good so we are not seeing many people stop for weather related issues.



Duffy's Aircraft is advertising for a new full time flight instructor. In the meantime we have a new part time instructor that has joined Duffy's Aircraft to help us out. Greg Marchel of Junction City will be performing flight instructor duties at Marshfield on a part time basis.

Marshfield Airport played host to the Wisconsin Flying Hamburger Social on July 15th. We had an amazing turnout for the event. 44 aircraft flew into Marshfield and we had over 200 people show up. We were so overwhelmed by the response that all the food ran out. It is great to see the flying community turn out for these social events.

Happy Flying - Duffy, Alice, Bob and Jeff



Pictures from the Wisconsin Flying Hamburger Social July 15th posted below.







# Airport Activity Report July 2015

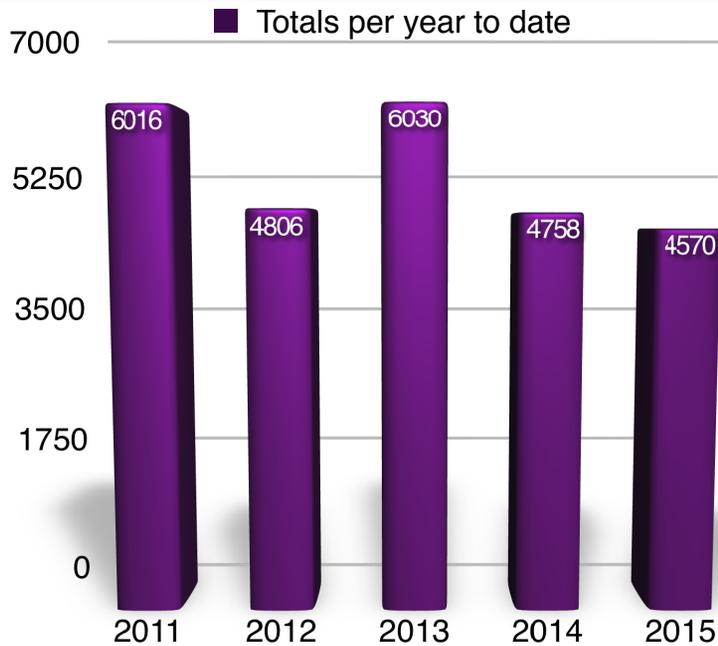


## Departures and or Landings Information - Flight Operations - 35 Days Between Reports

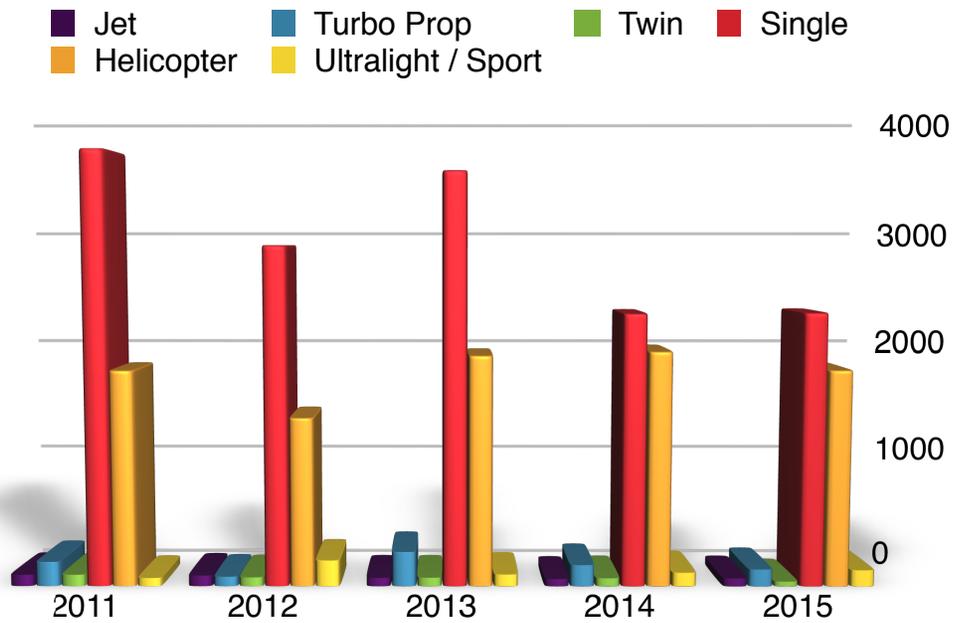
<i>Year</i>	<i>YTD 2011</i>	<i>YTD 2012</i>	<i>YTD 2013</i>	<i>YTD 2014</i>	<i>July 2014</i>	<i>July 2015</i>	<i>YTD 2015</i>
<i>Jet</i>	<b>98</b>	<b>92</b>	<b>74</b>	<b>64</b>	<b>6</b>	<b>10</b>	<b>70</b>
<i>TurboProp</i>	<b>208</b>	<b>82</b>	<b>294</b>	<b>182</b>	<b>22</b>	<b>14</b>	<b>146</b>
<i>Twin</i>	<b>98</b>	<b>76</b>	<b>74</b>	<b>70</b>	<b>12</b>	<b>8</b>	<b>42</b>
<i>Single</i>	<b>3700</b>	<b>2894</b>	<b>3518</b>	<b>2322</b>	<b>346</b>	<b>560</b>	<b>2328</b>
<i>Helicopter</i>	<b>1842</b>	<b>1440</b>	<b>1968</b>	<b>2002</b>	<b>490</b>	<b>280</b>	<b>1844</b>
<i>Light Sport</i>	<b>70</b>	<b>222</b>	<b>102</b>	<b>118</b>	<b>48</b>	<b>72</b>	<b>140</b>
<i>Total</i>	<b>6016</b>	<b>4806</b>	<b>6030</b>	<b>4758</b>	<b>1208</b>	<b>944</b>	<b>4570</b>
<b>Passengers</b>							
<i>Total</i>	<b>8018</b>	<b>6403</b>	<b>7905</b>	<b>6341</b>	<b>1610</b>	<b>1258</b>	<b>5328</b>
<b>Local and Transient Traffic</b>							
<i>Transient</i>	<b>1820</b>	<b>1187</b>	<b>2102</b>	<b>1780</b>	<b>484</b>	<b>594</b>	<b>1534</b>
<i>Local</i>	<b>4196</b>	<b>3619</b>	<b>3928</b>	<b>2980</b>	<b>724</b>	<b>350</b>	<b>3036</b>
<b>Training Flights</b>							
<i>Total</i>	<b>2497</b>	<b>2776</b>	<b>2704</b>	<b>1790</b>	<b>384</b>	<b>472</b>	<b>2338</b>
<b>Fuel Dispensed</b>							
<i>Av Gas</i>	<b>10991</b>	<b>11440</b>	<b>8916</b>	<b>11083</b>	<b>2130</b>	<b>2189</b>	<b>7487</b>
<i>Jet A</i>	<b>19222</b>	<b>20796</b>	<b>29892</b>	<b>23229</b>	<b>3371</b>	<b>2441</b>	<b>20583</b>
<i>Total</i>	<b>30213</b>	<b>32236</b>	<b>38808</b>	<b>34312</b>	<b>5875</b>	<b>4630</b>	<b>28070</b>

All Information In This Report Is Estimated Based On The Activity At The Airport For The Month. An Operation is considered a take-off or a landing.

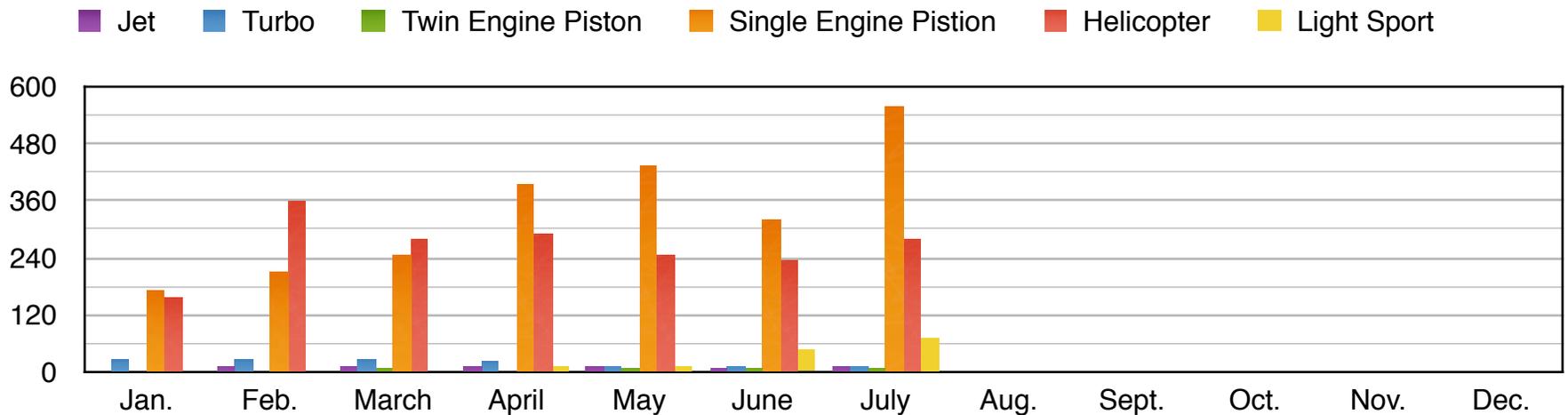
Flights Over the Past Five Years by the Present Month



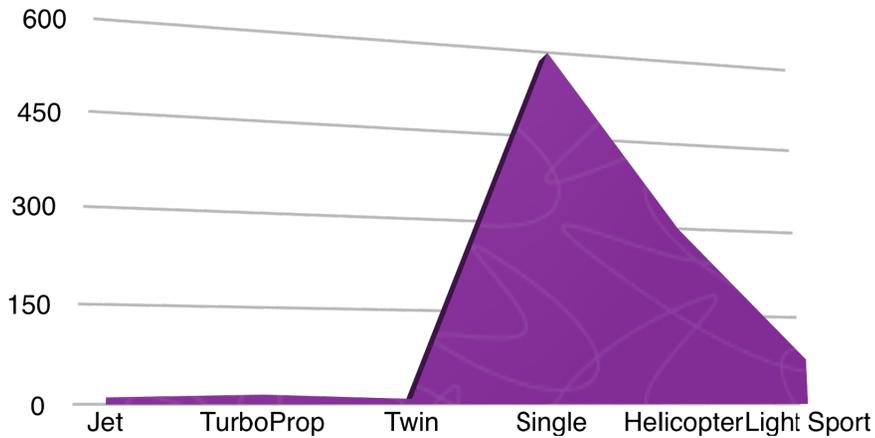
Types Of Aircraft That Have Visited Marshfield Per Year by the Present Month



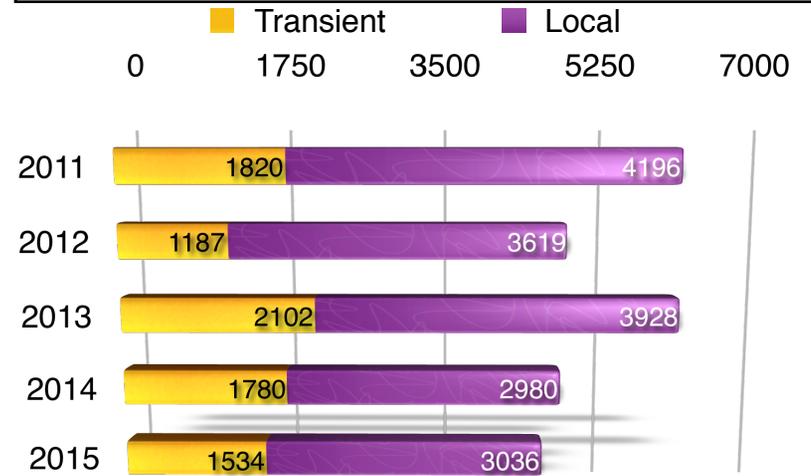
Operations by Aircraft for the Year of 2014



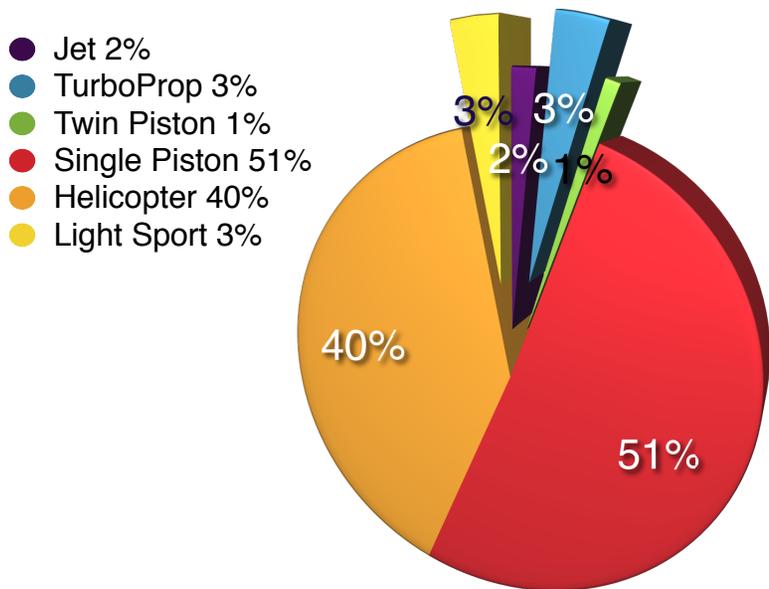
Traffic Activity For This Month



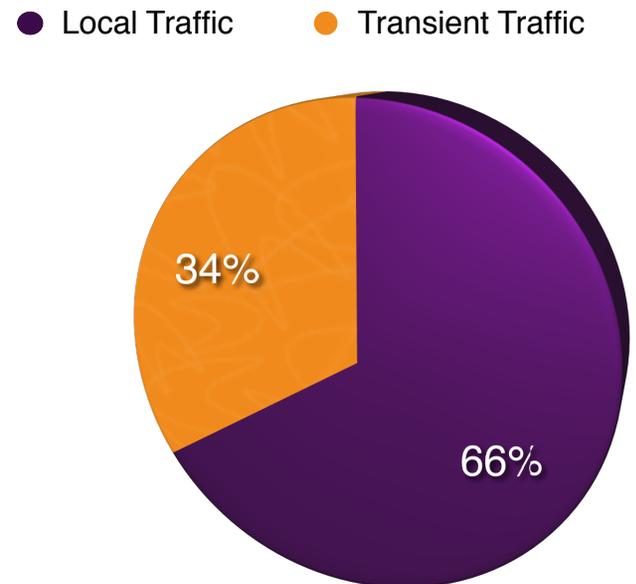
Transient Vs. Local Traffic



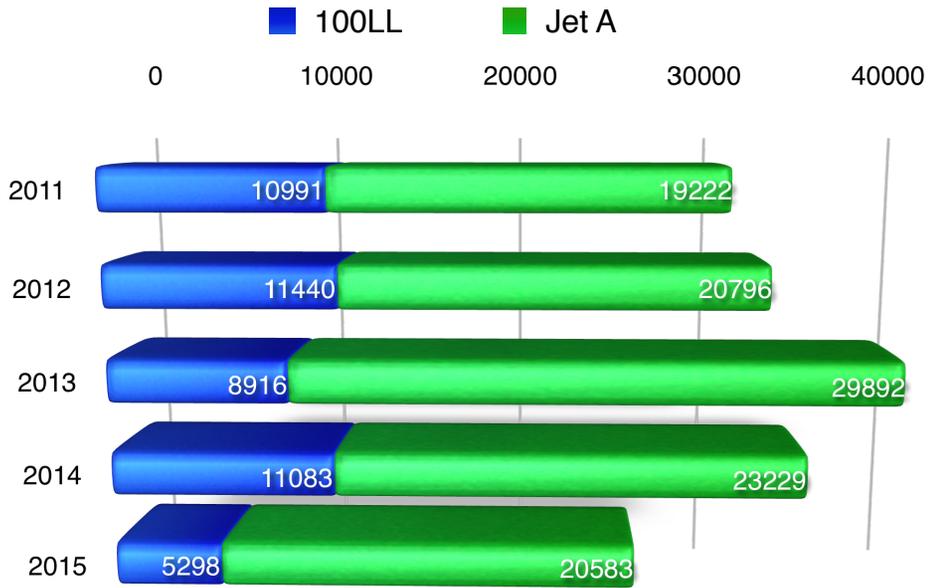
Percentage By Type Of Aircraft That Came Into Marshfield In 2015



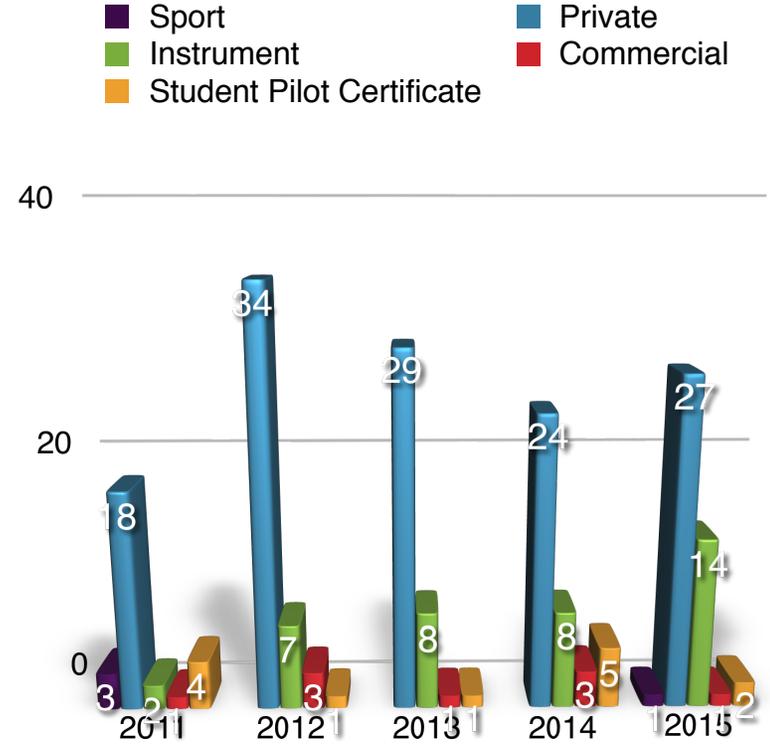
Percentage of Local Vs. Transient Traffic



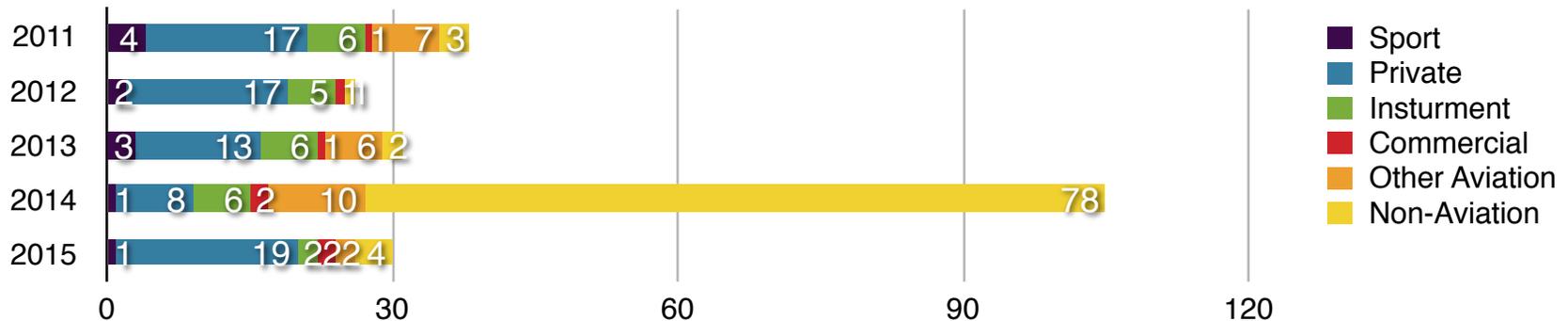
Fuel Sold - 5 Year Comparison



Duffy's Flight Checks for Pilots - 5 Year Comparison



Computerized Written Exams Given At The Airport



# ***Individuals and Businesses that have used the Airport The Month of July 2015***

Duffy's Aircraft Sales and Leasing Inc.  
Aviation On Demand  
Spirit Transport  
Dan Hiller  
CrossWind Aviation LLC  
Wheelers Chevy Olds Pontiac Cadillac Inc.,  
Dan Wheeler  
Myles Richmond  
Duffy Gaier  
Bob Gaier  
Jeffrey & Elizabeth Gaier  
Al Hatz  
Gary Buchanan  
Georgi Georgiev  
Craig Cook  
Don Halloran  
Howard Rand  
Steve Humphrey  
Mayo One (Medflight Eau Claire)  
Custom Fabrication and Repair  
Brian Barnett  
Kirk Haslow  
Haslow Farms  
Father Eric Berns  
April Thums  
James Weber  
Dick Rau  
Brian Parker  
Scott Singkofer

Art Scottberg  
Jim Hills  
Brad Travor  
Jackson County Forestry  
Medevac (Medflight Wausau)  
Country Flyers Education  
Jake & LouAnna Jasinski  
Jack Jasinski  
Troy Rens  
Life Link III (Medflight New Richmond)  
Wayne Short  
Enbridge  
MQA Aviation LLC  
Matt Thomas  
Burrnett Co. Flying Service  
Michael Tyler  
Bob Thill  
Valley Medical - Fixed Wing Medflight  
Randy Musack  
Harry Dolan  
Am I High Aviation  
Wausau Flying Service  
Krist Oil  
Mark Preston  
Festival Foods  
State of Wisconsin - Donor Flight  
State of Wisconsin - DNR

Wisconsin Aviation  
Beau Serchen  
Landon Now  
Gary Rosch  
John DeFreytas  
Steve Hilstad  
William Sugden  
Mark Preston  
Allan Jones  
Luke Connolly  
Ryan Kallenbach  
Steve Monk  
Travis Epp  
Michael Pierce  
Nicholas Meyer  
Cameron Jaxheimer  
Steve Horychun  
John Swanson  
Gerry Kelly  
Rick Fugleberg  
Daniel Reis  
Kenneth Schambepger  
Jack Smith  
Jason Keffeler

**Businesses or Groups That Have Utilized The Conference Room or Airport This Month From The Community.**

Experimental Aircraft Association Chapter 992 (Marshfield & Medford Group)

Toastmasters of Marshfield

Central Wisconsin Apple User Group

Marshfield Youth Hockey

C12 Group (Christian CEOs and owners building great businesses for a greater purpose)



**The Trickle Effect** - These are businesses that we know of that have been utilized by the patrons of the airport this month. They spend money in Marshfield and the surrounding communities. This is just from conversations we have with pilots and passengers. There are more business that do benefit from the airport each month. These are

Marshfield Hotel	McDonalds
Holiday Inn	Little Casears
Blue Heron / West 14th	Target
Marshfield Clinic	Hardees
St. Joseph's Hospital	The Store
Festival Foods	Baltus
V & H Heavy Trucks	Wildwood Zoo
Roehl Transport	Nasonville Dairy
Custom Fabrication and Repair	El Mexical
Subway	Hub City Ice Cream
Chips	Nuts Deep

just the ones we know about from the people that have discussed their time at Marshfield



**Summary Report**

This month was an average July for traffic with a slightly below average flight training month. The below average flight training was due to not having a full time instructor around training students. We did see some corporate traffic into the airport this month.

Thomas Pue  
Anna Rosyaykina  
Wilbur Eck  
Tom Wroblewski  
Arden Krueger  
Marcy Lange  
Perry Thomas  
Mark Corbett  
Gerard Baeten  
Todd Tuls  
Michael Reeser  
Marc Jacobson  
David Cook  
Maria Banach  
Grant Neilsen  
Mark Larson  
P Girgrich  
Nick Helminen  
Mark Nelles  
Tim Wood  
William McCullough  
James Michaels  
Ken Seidl  
Ricky Now  
Howard Joling  
HJ Aviation  
Bob Moh  
Hawthorne Aviation (formerly  
Heartland Aviation of Eau  
Claire) - Medflight  
LJ Aviation  
Roehl Transport





Obj #	Description	2015 Amount Approved	2015 July Invoices	Firm Expenses Paid	Used To Date	Balance
52100	Professional Services	44,950.00	3,745.83	Manager's contract	28,220.81	18,729.19
52210	Electric	18,825.00			7,533.43	11,391.57
52220	Water	498.00		Marshfield Utilities	182.78	333.24
52230	Sewer	560.00		Marshfield Utilities	178.71	381.29
52240	Fire Protection Charge	1,934.00	316.28	Marshfield Utilities	948.78	985.22
52280	Heating - Gas	3,368.00	21.13	west side of old terminal	1,819.28	1,568.71
			8.90	east side of old terminal		
			27.28	General terminal		
52300	Telephone	1,290.00	119.19	Frontier	695.39	594.61
52400	Rep/Maint. Serv-Streets	17,200.00			3,180.00	14,020.00
52500	Repair/Mainte Service	60,967.00	285.00	Market Co., Inc. -Removed 4' light globe from old terminal.	18,039.82	41,927.18
			65.00	Market Co., Inc. Locate wire under taxiway.		
			200.00	Maid to Order Cleaning Service		
			47.05	UniFirst - floor mats		
			4,890.00	Duffy's Aircraft Sales - Mowing with JD860 34.0 hrs. Mowing with Dixon 14.0 hrs. & 66.0 hrs @40.00 to operate equipment, spray weeds, hand mow, build large globe box, & help to remove & pack globe		

City of Marshfield - 2015 Airport Budget continued

		July Expenses		Used To Date	
52800	Other Contractual Ser.	3,000.00			3,000.00
53100	Office Supplies & Exp	500.00			500.00
53200	Publications & dues	400.00		130.00	270.00
53400	Operating supplies	1,600.00		566.22	1,014.78
53500	Rep/Mainte. Supplies	6,728.00	59.28 Duffy's Aircraft Sales - Materials for globe box. 317.40 Merkel Co., Inc. - Repaired runway lights. 249.22 Hillier's Hardware - Roundup & weed grass killer. 22.00 Hillier's Hardware - Hillman specialty item	754.62	5,973.38
55110	Buildings & Contents	2,431.00			2,431.00
55140	Professional Liability	317.00			317.00
55150	Airport Liability	4,350.00		4,350.00	
55170	Boiler	371.00			371.00
55830	Airport Buildings	6,120.00			6,120.00
<b>Grand Totals</b>		<b>175,525.00</b>	<b>10,144.54</b>	<b>65,598.83</b>	<b>109,926.17</b>

**ORDINANCE NO. 1307**

An Ordinance amending Chapter 13 of the City of Marshfield Municipal Code.

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

SECTION 1. The following sections are hereby amended to read as follows:

Sec 13-126 (7) (a) be amended as follows:

(7) *Maintenance of trees and shrubs.* Maintenance of trees and shrubs shall be in accordance with the following:

- (a) *Trees to be kept trimmed over streets, alleys, public lands, sidewalks and multi-use paths and trails.* Trees and shrubs standing upon any private premises adjacent to any public street, ~~alley (where vehicles or trucks may come in contact with over-hanging branches), right-of-way multi-use path and/or trail,~~ or park, playground ~~or place~~ shall be kept trimmed by the owner so that the lowest branches projecting over the public area ~~street or right-of-way~~ provide a clearance of not less than 13- 1/2 feet. ~~and over all public places of not less than ten feet~~ *Where a private tree is adjacent to an unopened right of way and/or where a private tree is over a public sidewalk, all over-hanging branches shall be kept trimmed to a minimum of 8 (eight) feet.* These provisions may be waived for newly planted trees if it is determined that they do not interfere with public travel, obstruct the light of any streetlight or endanger public safety. Any tree or shrub not so trimmed is a public nuisance.

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

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

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk

**ORDINANCE NO. 1312**

An Ordinance amending Chapter 10 of the City of Marshfield Municipal Code.

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

SECTION 1. The following sections are hereby amended to read as follows:

Sec 10-33 (6) be amended as follows:

(6) *Measurement and control of noise.* Measurement and control of noise shall be in accordance with the following:

(a) *Noise prohibited.* No person shall make, continue or cause to be made or continued any noise in excess of the noise levels set forth in this subsection unless such noise is reasonably necessary to the preservation of life, health, safety or property.

(b) *Measurement and control.* It shall be unlawful for any person to cause a sound from a stationary source which exceeds any sound level as set forth in the applicable column in the following table titled "Maximum Permissible Sound Levels" when measured at the real property line of the offending source. Measurement shall be made by a duly authorized individual who is knowledgeable in the proper use of the measurement equipment. Measurement shall be made in the slow response, A-weighting of the sound meter.

Maximum Permissible Sound Levels  
Zones Time of Day dB

All 7:00 a.m. to 10:00 p.m. 80

All 10:00 p.m. to 7:00 a.m. 65

*Exemptions.* Exemptions shall be as follows:

- (1) Operations of emergency equipment shall be exempt from this section. Equipment shall include ambulance, police, fire, snow removal, civil defense sirens, etc., necessary for the health, safety and protection of the citizens of the city.
- (2) Snow blowers not operated on a commercial basis shall be exempt from this section when used to gain access to a city street.
- (3) Lawn mowers, chainsaws, powered garden equipment and other - maintenance equipment shall be operated only during the hours between 7:00 a.m. and 10:00 p.m. unless within the specified noise levels measured at the property line of the location at which such equipment is in use.
- (4) Concrete joint sawing done in conjunction with a concrete paving or patching project shall be exempt from this section.**

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

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

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk



# City of Marshfield Memorandum

---

DATE: July 23, 2015  
TO: Mayor Meyer & City Council  
FROM: Steve Barg, City Administrator  
RE: First reading of Ordinance No. 1308 – room tax rate increase

## **Background**

On May 26<sup>th</sup>, the Council approved a motion increase the city's room tax rate from 6% to 8%, effective January 1, 2016. These funds, collected by our lodging facilities, are to be used for tourism and promotion, and 8% is the rate currently charged by Wausau, Stevens Point, Wisconsin Rapids.

## **Recommendation**

Staff recommends that Council hold the first reading of Ordinance No. 1308, making this change effective January 1, 2016. Second reading and adoption would then be scheduled for the Council's August 11<sup>th</sup> meeting.

## ORDINANCE NO. 1308

An Ordinance amending Section 4-38 to the Municipal Code of the City of Marshfield, Wisconsin, pertaining to Room Tax

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

SECTION 1, Sub-Section 4-38(2), Imposition of tax is hereby amended to read as follows:

- (2) *Imposition of tax.* Pursuant to § 66.0615 Wis. Stats. a tax is hereby imposed on the privilege and service of furnishing, at retail, except sales for resale, of rooms or lodging to transients by hotel keepers, motel operators and other persons furnishing accommodations that are available to the public, irrespective of whether membership is required for the use of the accommodations, but such tax shall apply only if such services are subject to the Wisconsin Sale Tax imposed by §§ 77.52—77.62 Wis. Stats. Such tax shall be at the rate of ~~six~~ eight percent of the gross receipts from such retail furnishing of rooms or lodgings, which tax is an increase of two percent from the previous tax rate. Such tax shall not be subject to the selective sales tax imposed by § 77.52(2)(a)1 Wis. Stats.

SECTION 2. Sub-section 4-38(3)(b), Tax monies is hereby amended to read as follows:

- (b) *Distribution of tax.* The room tax collected shall be allocated as follows:
1. Two percent or one-third of the gross receipts from such tax shall be allocated for public parks and/or Wildwood Park and Zoo development.
  2. Two percent or one-third of the gross receipts from such tax shall be allocated to the Marshfield Convention and Visitor's Bureau (CVB).
  3. Thirty percent of the increase in room tax of ~~two~~ four percent of the gross receipts of such tax shall be allocated for public parks and/or Wildwood Park and Zoo development.
  4. Seventy percent of the increase in room tax of ~~two~~ four percent shall be allocated to the CVB.

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

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

effect.

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

\_\_\_\_\_  
Deb M. Hall, City Clerk



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: July 28, 2015

RE: First Reading – Ordinance No. 1306 Detachment and Attachment request by the City of Marshfield, in accordance with the Cooperative Boundary Plan and Agreement between the Town of Cameron and the City of Marshfield, dated April, 2000, for that portion of the “City Growth Area” lying outside the “No Contest Area” as identified in said plan, to be detached from the Town of Cameron and attached to the City of Marshfield, and zoned “CMU” Community Mixed Use Zoning and “LI” Light Industrial Zoning, located south of 29th Street, east of Central Avenue, north of Heritage Drive, and west of Business Park Avenue.

## **Background**

Back on August 23, 2000, the Department of Administration approved a Cooperative Boundary Plan Agreement between the Town of Cameron and City of Marshfield. Most of the plan expired in 2012 and was not renewed. The only remaining element of the plan that is still effective is the detachment/attachment provision that stated lands within the “City Growth Area”, but lying outside the “No Contest Area” 15 years from the execution date of the Plan, shall be detached from the Town of Cameron and attached to the City of Marshfield. This is essentially a large scale annexation, but is technically not called an annexation because of the boundary agreement in place.

Staff has been in communication with the Town Officials and property owners within the attachment area since May, trying to make sure the transition is a smooth one.

## **Analysis**

Staff is recommending zoning the northern portion (68.8 acres) of the attachment area “LI” Light Industrial as that is the most common use in that area and would still be meeting the allowable uses identified on the Future Land Use map in the Comprehensive Plan. In addition, a number of abutting properties are already zoned “LI”.

The recommended zoning for the southern portion (23.2 acres) is “CMU” Community Mixed Use as all the abutting properties are also zoned “CMU” and the allowable uses also fit within uses on the Future Land Use map. There are three homes within that area and although single family homes are not permitted in the “CMU” district, they would be grandfathered in and it would be an easy request to rezone them to “UMU” Urban Mixed Use at a later date, which does allow single family homes as a permitted use.

The land consists of 92 acres on 30 parcels, most of which are developed and individual rezonings were not feasible as part of the attachment process as the legal descriptions included in the Cooperative Boundary Plan were only available for the two areas that are to be attached. Once the properties are brought in to the City, individual property owners could get legal descriptions and then request a rezoning for their property if desired. This attachment process is likely to result in a few nonconforming uses. In those instances, the City should be willing to accept rezoning requests that would allow them to have a legal conforming status.

Typically, staff is required to evaluate whether an annexation complies with the criteria in the Comprehensive Plan, however, because this is part of a Cooperative Boundary Agreement and not an annexation that criteria does not have to be met. Some areas will not be served by utility service for a long time due the cost of extending sanitary sewer to some of the lower lying areas. Staff will continue to work with the property owners and bring up opportunities in the Capital Improvement Plan (CIP) to expand services when it is economically viable to do so. Water is available to the entire northern portion of the attachment area. Neither sanitary nor water service is available for the southern portion of the attachment area at the present time.

If adopted, the ordinance would take effect on August 24, 2015.

### **Plan Commission Recommendation**

A public hearing was held on July 21, 2015 where no public comment was made. The Plan Commission recommended approving the proposed ordinance as presented.

### **Council Options**

The Common Council can take the following actions:

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

**Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the August 11, 2015 Common Council meeting.

**Attachments**

1. Draft Ordinance No. 1306
2. Exhibit A - Map of Attachment Area

Concurrence:



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Jason Angell  
Planning and Economic Development Director



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Steve Barg  
City Administrator

## ORDINANCE NO. 1306

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

AN ORDINANCE ATTACHING CERTAIN LANDS OF THE TOWN OF CAMERON TO THE CITY OF MARSHFIELD, WISCONSIN PURSUANT TO THE COOPERATIVE BOUNDARY PLAN DATED APRIL, 2000.

SECTION I. In accordance with the Cooperative Boundary Plan and Agreement between the City of Marshfield and Town of Cameron, dated April, 2000, the following described territory in the Town of Cameron, Wood County, Wisconsin, for that portion of the "City Growth Area" lying outside the "No Contest Area" as identified in said plan, is hereby detached from the Town of Cameron and attached to the City of Marshfield, pursuant to the Cooperative Boundary Plan and Agreement:

That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, and more particularly described as follows:

1. Beginning at the SW corner of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence East on the South line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E to the East line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence north on the east line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the North line of the Heritage Drive (formerly known as United States Highway 10); thence West along the North line of Heritage Drive for a distance of 30.09 feet; thence N  $00^{\circ}21'13''$  E for a distance of 783.04 feet; thence N  $89^{\circ}03'35''$  W on a line extended to the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E; thence south on the west line of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$ , Section 20, T25N, R3E, to the point of beginning; EXCEPT

The following parcels and road right-of-way which are contained within the above described real property in paragraph 1 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

- a. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  and the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 19; the NW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 20; the NW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29; and the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S  $88^{\circ}36'11''$  E along the North line of the SW  $\frac{1}{4}$  of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S  $00^{\circ}24'47''$  W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S  $00^{\circ}24'08''$  W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S  $01^{\circ}45'48''$  E along the East Right of Way Line of Central

Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning; and

2. Beginning at the southeast corner of Wood County Certified Survey Map Number 3785; thence north along the east line of the said Wood County Certified Survey Map Number 3785 to the south line of 29<sup>th</sup> Street; thence east along with south line of 29<sup>th</sup> Street to the northwest corner of Wood County Certified Survey Map Number 2404; thence south along the west line of Wood County Certified Survey Map Number 2404 to the southwest corner of Wood County Certified Survey Map Number 2404; thence east along the south line of Wood County Certified Survey Map Number 2404 to the southeast corner of Wood County Certified Survey Map 2404, being the northwest corner of the SE ¼ NW ¼, Section 20, T25N, R3E; thence east long the north line of the SE ¼ NW ¼, Section 20, T25N, R3E to the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; thence south along the east line of the west ½ of the SE ¼ NW ¼, Section 20, T25N, R3E; to the south line of the SE ¼ NW ¼, Section 20, T25N, R3E; thence S 00°10'08" W for a distance of 33.01 feet; thence N 88°41'03" W for a distance of 650.63 feet; thence N88°41'03" W for a distance of 878.80 feet; thence S 00°21'13" W for a distance of 360 feet; thence N 88°41'03" W on a line extended to the west line of the NW ¼ SW ¼, Section 20, T25N, R3E; thence north on the west line of the NW ¼ SW ¼, Section 20, T25N, R3E to the southwest corner of the SW ¼ NW 1/4, Section 20, T25N, R3E; thence north along the west line of the SW ¼ NW ¼, Section 20, T25N, R3E to the north line extended on that property described in Volume 312 of deeds, Page 521, Wood County records; thence east along the north line of the property described in said deed a distance of 270.6 feet, more or less; thence south along the east line of the property described in said deed, a distance of 100 feet, more or less; thence east at right angles a distance of 273.77 feet, more or less, to the centerline of proposed Cedar Avenue, extended; thence north a distance of 1,235 feet, more or less, along the centerline of said proposed street; thence west at right angles to said proposed street, a distance of 544.5 feet more or less to the west line of the NW ¼ NW ¼, Section 20, T25N, R3E; thence north along the west line of the NW ¼ NW ¼, Section 20, T25N, R3E, to a point which is the extension of the south line of Wood County Certified Survey Map Number 3785; thence east along the south line of Wood County Certified Survey Map Number 3785 to the point of beginning; EXCEPT

The following parcels and road right-of-way which are contained within the above described real property in paragraph 2 of the above legal description shall be excluded from the property subject to detachment from the Town of Cameron and attachment to the City of Marshfield due to these parcels and right of way having previously been annexed by the City of Marshfield:

- a. Lot 1 of Wood County Certified Survey Map No. 8547, recorded in Volume 29 of Survey Maps, Page 147, located in part of the NW1/4 of the NW1/4 of Section 20, Township 25 North, Range 3 East, and adjacent right of way of Cherry Avenue, City of Marshfield, Wood County.

- b. Part of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, in the Town of Cameron, Wood County, Wisconsin, described as follows:

Commencing on the South line of the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East at a point where said South line intersects with the East line of Central Avenue (formerly known as State Trunk Highway 13), thence East 916.65 feet, thence North 462 feet to the point of beginning, thence North 294 feet, thence East 498 feet, thence South 294 feet, thence West 498 feet back to the point of beginning.

- c. Road right-of-way known as 35<sup>th</sup> Street (formerly known as Nikolay Drive) described as follows:

Commencing at the west ¼ corner of Section Twenty (20), Township Twenty-Five (25) North, Range Three (3) East, thence South 88°41'03" east along the east-west quarter line of said Section 20, a distance of 60 feet to the east right-of-way line of Central Avenue (formerly known as State Trunk Highway 13), the point of beginning; thence north 00°21'13" east along said east right-of-way line of Central Avenue, a distance of 33.01 feet to the north line of 35<sup>th</sup> Street; thence south 88°41'03" east along said north right-of-way line of 35<sup>th</sup> Street, a distance of 1,892.22 feet; thence south 00°10'08" west a distance of 66.01 feet to the south right-of-way line of 35<sup>th</sup> Street; thence north 88°41'03" west along said south line of 35<sup>th</sup> Street to the east right-of-way line of Central Avenue; thence north 00°21'13" east along said east line of Central Avenue to the point of beginning.

- d. Road right-of-way for Central Avenue (formerly known as State Highway 13 and Maple Avenue), described as follows:

That portion of road right-of-way described above in paragraph 2 that also falls within the area described below:

That portion of South Central Avenue road right-of-way from the center of the intersection of Commerce Drive to a point approximately 300 feet south of the intersection of Heritage Drive further described as follows: Part of the NE ¼ of the SE ¼ and the SE ¼ of the SE ¼ of Section 19; the NW ¼ of the SW ¼ and the SW ¼ of the SW ¼ of Section 20; the NW ¼ of the NW ¼ of Section 29; and the NE ¼ of the NE ¼ of Section 30, all in Town 25 North, Range 3 East, Wood County, Wisconsin, described as follows:

Commencing at the West quarter corner of said Section 20, the Point of Beginning; thence S 88°36'11" E along the North line of the SW ¼ of said Section 20, 60.00 feet to the East Right of Way Line of Central Avenue; thence S 00°24'47" W along the East Right of Way Line of Central Avenue, 1,314.07 feet; thence S 00°24'08" W along the East Right of Way Line of Central Avenue, 638.35 feet; thence S 01°45'48" E along the East Right of Way Line of Central Avenue, 531.25 feet, thence S 48°06'55" E, 120.79 feet; thence S 02°46'31" E, 130.28 feet; thence S 48°44'30" W, 147.36 feet; thence S 02°25'35" E 99.73 feet; thence N 89°52'08" W, 152.69 feet; thence N 15°55'24" W, 236.18 feet; thence N 00°43'45" W, 66.01 feet; thence N 23°31'20" E, 224.60 feet to the West Right

of Way Line of Central Avenue; thence N 00°21'00" E along the West Right of Way Line of Central Avenue 1,079.04 feet; thence N 00°26'14" E along the West Right of way Line of Central Avenue, 1,314.14 feet to the North line of the SE ¼ of said Section 19; thence S 89°53'29" E, 60.00 feet along the North line of the SE ¼ of said Section 19, to the Point of Beginning.

3. A map depicting the described property to be attached to the City of Marshfield is attached hereto and incorporated herein by reference as Exhibit A.

SECTION II. Pursuant to the authority granted in section 62.23(7), Wis. Stats. the above shall be zoned the following:

1. The parcels within the described area in paragraph 1 of the above legal description shall be zoned "CMU" Community Mixed Use, totaling approximately 23.2 acres more or less.

2. The parcels within the described area in paragraph 2 of the above legal description shall be zoned "LI" Light Industrial, approximately 68.8 acres more or less.

SECTION III. The attached territory is hereby made a part of the 6th Aldermanic District, of the City of Marshfield and is attached for all municipal purposes including attachment for school purposes and is hereby made a part of the School District of Marshfield, and subject to laws governing the same. This attachment will be made part of and will be in District 6, Ward 6.

SECTION IV. The City limits of the City of Marshfield, Wisconsin are hereby changed and enlarged as so to include the real estate described in Section I of this ordinance and the official map is amended to include said real estate.

SECTION V. The City Clerk shall file immediately with the Secretary of State a certified copy of the Ordinance, with a copy of the map and legal description and the City Clerk shall send one copy to each company that provides utility service in the area that is attached. The City Clerk shall also record the Ordinance with the Register of Deeds and file a signed copy of the Ordinance with the Clerk of any affected school district. The Clerk's Certificate shall include reference to the population of the territory being attached, which population is twelve (12) persons.

SECTION VI. Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder shall not be affected thereby.

SECTION VII. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this ordinance are hereby repealed.

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

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

effect.

SECTION X. This ordinance shall take effect upon August 24, 2015 and passage and publication as required by law. The Zoning Administrator is hereby directed to make the necessary changes to the Zoning Map forthwith.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

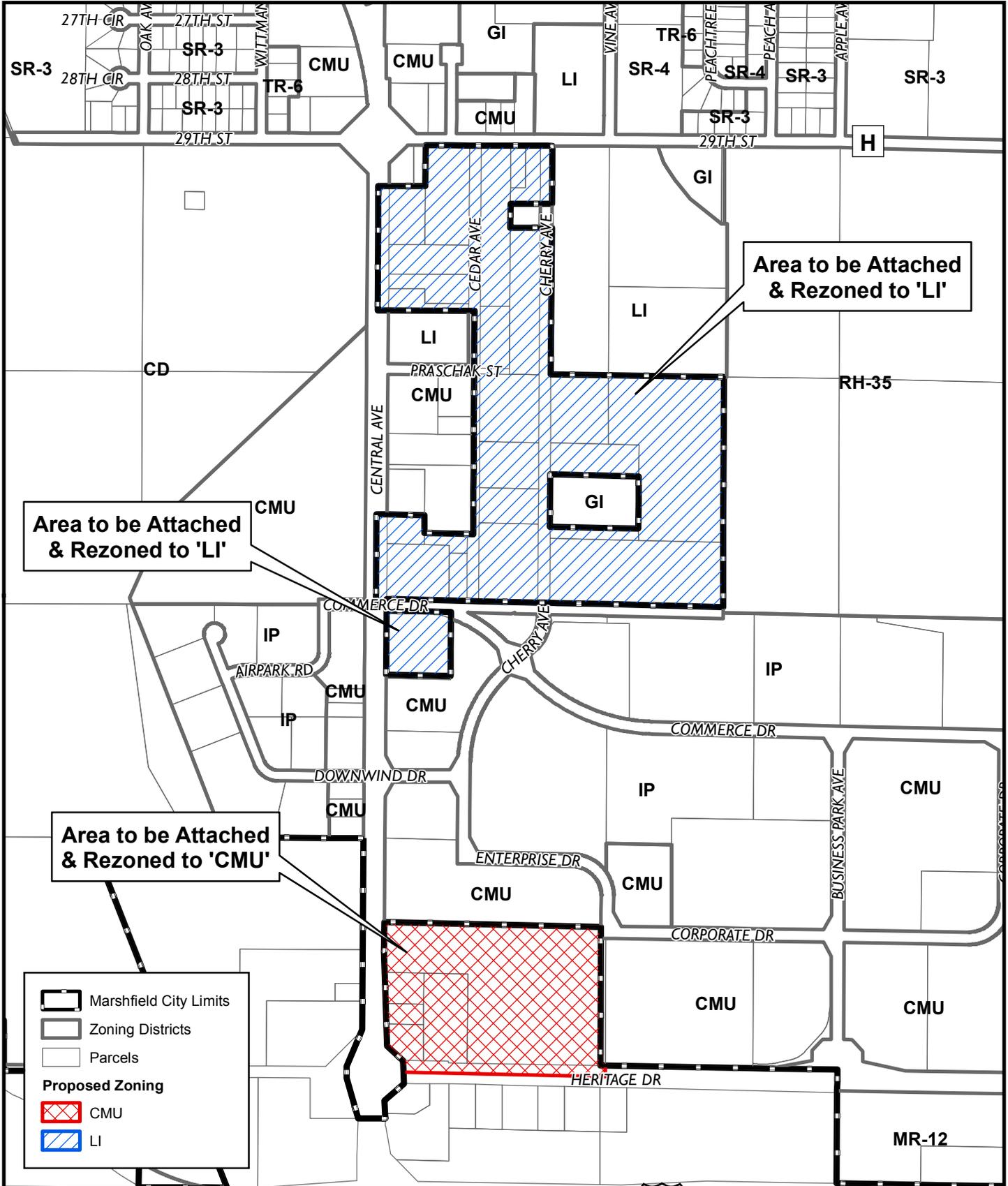
APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk

# EXHIBIT A FOR ORDINANCE NO. 1306



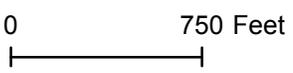
Area to be Attached & Rezoned to 'LI'

Area to be Attached & Rezoned to 'LI'

Area to be Attached & Rezoned to 'CMU'

**Legend**

- Marshfield City Limits
- Zoning Districts
- Parcels
- Proposed Zoning**
- CMU
- LI



ATTENTION: The representation of data presented herein is intended for reference purposes only; the City of Marshfield assumes no responsibility for the accuracy of the information provided. Any duplication without consent is prohibited.





# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: July 28, 2015

RE: First Reading – Ordinance No. 1309 Campus Master Plan request by Marshfield Municipal Airport to amend the five year Master Campus Plan, to address when the Federal Aviation Administration approval is needed for non-aeronautical uses, and to address fencing regulations for the campus for all parcels owned by the City of Marshfield under the Airports jurisdiction zoned “CD” Campus Development District.

## **Background**

Marshfield Municipal Airport is requesting an amendment to their 5-year Campus District Master Plan. The current plan states that any non-aeronautical uses must be approved by the Bureau of Aeronautics (BOA) and the Federal Aviation Administration (FAA). This language was included in the plan as directed by the BOA after they reviewed it. When the request came through for the BOA to review the Pet Shelter use at the old terminal building, they said the FAA does not need to review the use. Essentially, they felt that since it was a temporary use, the FAA was not required to review it. Essentially, the amendment is being proposed to define when the (FAA) is required to review non-aeronautical uses for the airport.

Another aspect of the proposed amendment is to include allowances for fences. The current plan did not address fencing and both the Pet Shelter and the Airport have plans to add fencing in the upcoming years.

## **Analysis**

The proposed language for the amendment related to the FAA review (in Sections 3-2(1) & 3-7(3)) of the Airport Campus Master Plan) is as follows:

“Any non-aeronautical uses must be coordinated with the Bureau of Aeronautics and receive approval from the Federal Aviation Administration as deemed appropriate by the Bureau of Aeronautics.”

The amendment also includes a provision to allow the Airport to install fencing for both security purposes as well as for their tenant needs. The zoning code

prohibits chain-link fences in the front yard and limits security fences to 8 feet, however, it is important that the Airport be granted flexibility to provide security to the airport facility. The proposed language for the amendment related to fencing (in Section 3-7(5) of the Airport Campus Master Plan) is as follows:

“Fences for the Airport do not require a setback in any yard and may cross parcel boundaries. Chain-link, privacy, and security fences are permitted in any required yard and may exceed the height standards listed in Section 18-106 of the Municipal Zoning Code, as guided by the Bureau of Aeronautics.”

The Airport Committee reviewed the proposed changes on Thursday, July 16<sup>th</sup> and recommended amendment as presented.

### **Plan Commission Recommendation**

A public hearing was held on July 21, 2015 where an adjoining property owner, Karl Zimmermann, asked about any proposed plans for fencing around the Airport property. No one present at the meeting was aware of what the plans were, but Mayor Meyer suggested he get in touch with Jeff Gaier at the Airport and he would be able to share the plans (if any are in place) on future fence projects. The Plan Commission recommended approving the proposed ordinance as presented.

### **Council Options**

The Common Council can take the following actions:

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

### **Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the August 11, 2015 Common Council meeting.

### **Attachments**

1. Draft Ordinance No. 1309
2. Redline Airport Campus Master Plan

Concurrence:



Jason Angell  
Planning and Economic Development Director



Steve Barg  
City Administrator

**ORDINANCE NO. 1309**

**AN ORDINANCE AMENDING THE FIVE YEAR MASTER CAMPUS PLAN THAT DESCRIBES THE EXISTING CONDITIONS AND FUTURE PLANNED DEVELOPMENTS LOCATED AT 210, 320, 324, AND 400 WEST 29TH STREET, WHICH INCLUDES ALL PARCELS OWNED BY THE CITY OF MARSHFIELD UNDER THE AIRPORTS JURISDICTION, ZONED “CD” CAMPUS DEVELOPMENT DISTRICT.**

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

WHEREAS, the City Clerk, having published a Notice of Public Hearing regarding such change in zoning and, pursuant thereto, a public hearing having been held on the 21<sup>st</sup> day of July, 2015 at 7:00 pm, and the Plan Commission having heard all interested parties or their agents and attorneys;

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

**SECTION I. Zoning**

All parcels owned by the City of Marshfield, shown in the attached map, under the airports jurisdiction, zoned “CD” Campus District are hereby regulated by, the provisions of Chapter 18, Marshfield Municipal Code and the contents of the attached 2013-2018 Amended Campus Master Plan Marshfield Municipal Airport, adopted August 13, 2013, amended August 11, 2015:

See Map – Attachment A.

See 2013-2018 Amended Campus Master Plan Marshfield Municipal Airport, adopted August 13, 2013 and amended on August 11, 2015 – Attachment B.

**SECTION II. Effective Date**

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

ADOPTED \_\_\_\_\_

APPROVED \_\_\_\_\_

PUBLISHED \_\_\_\_\_

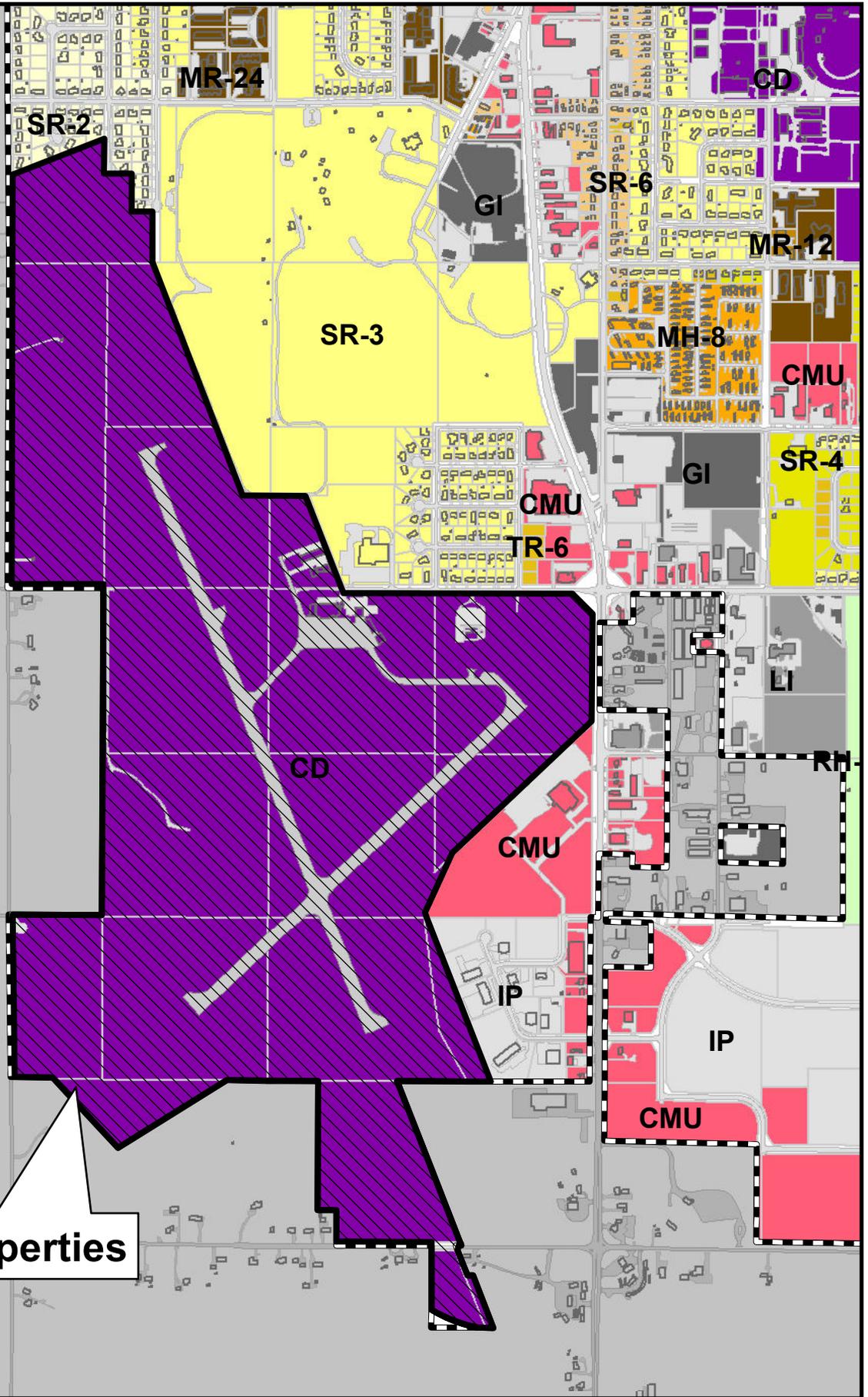
\_\_\_\_\_  
Chris L. Meyer, Mayor

ATTEST:

\_\_\_\_\_  
Deb M. Hall, City Clerk

**Legend**

-  Airport Boundary
-  City Limits
-  Outside City Limits



**Subject Properties**



**Attachment A - Ordinance No. 1309**  
**City of Marshfield - August 11, 2015**



Map Not To Scale  
For Reference Only

ATTENTION: The representation of data presented herein is intended for reference purposes only; the City of Marshfield assumes no responsibility for the accuracy of the information provided. Any duplication without consent is prohibited.

2013-2018  
**Amended Campus Master  
Plan**  
**Marshfield Municipal Airport**

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Adopted: August 13, 2013  
Amended: August 11, 2015

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## **SECTION 1: INTRODUCTION**

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### **1-1 WHAT IS A CAMPUS MASTER PLAN?**

A Campus Master Plan (CMP) is a plan to help guide the physical campus, infrastructure and land use, for future development using present knowledge of campus' land use and infrastructure. The City requirements for a Campus Master Plan can be found under Section 18-166(5) of the Municipal Zoning Code.

### **1-2 MARSHFIELD MUNICIPAL AIRPORT**

The Marshfield Municipal Airport, Roy Shwery Field is located in the south west corner of the City of Marshfield. It is classified by the State of Wisconsin, Bureau of Aeronautics as a Medium General Aviation Airport. It is designed to serve high performance corporate aircraft as well as general aviation aircraft under all weather conditions.

Services provided at the airport include air charter, aircraft rental, flight training, aircraft sales, aircraft leasing, maintenance, refueling, pilot exams, computerized testing, and aircraft storage. There are 28 aircraft based at the Marshfield Airport according to the Federal Aviation Administration database.

### **1-3 MISSION STATEMENT**

The Mission of the Marshfield Municipal Airport Committee and Airport Management is to operate a convenient, safe, properly maintained and professionally managed airport that is a benefit for the Citizens of Marshfield, WI and the surrounding communities of Central Wisconsin. We are proud of the Marshfield Municipal Airport, Roy Shwery Field and what it does for our community. We hope you will be too.

- Marshfield Municipal Airport, Roy Shwery Field is more than a place where people and products change from one mode of transportation to another. We will strive to accommodate all services requested of us.
- Marshfield Municipal Airport, Roy Shwery Field will provide the thoroughfare for business services and goods to flow through our community in the most efficient methods possible.
- Marshfield Municipal Airport, Roy Shwery Field will provide a gateway for our citizens and transient citizens as a means to come into and exit the City of Marshfield, WI on a daily basis for their personal and business goals.
- The Marshfield Airport Committee and Marshfield Airport Management will promote the Marshfield Municipal Airport, Roy Shwery Field and continue to assist the future continued development of the airport and technologies related to aviation that may be used at the airport.

### **1-4 OBJECTIVES OF THE CAMPUS MASTER PLAN**

- Inventory of current uses in and around the airport
- Inventory of the airport facilities

## Airport Campus District Plan – 2013-2018

- Inventory of access point to the airport
- Summary of stormwater plan
- Summary of surrounding zoning districts
- Summary of height restriction areas
- Summary of the central developable area
- Table of permitted uses
- Five year future development plan
- Long term development goals

## SECTION 2: EXISTING CONDITION ANALYSIS

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### 2-1 EXISTING LAND USES

The Federal Aviation Administration (FAA) has established that the designated airport property as outlined in the Airport Layout Plan is under federal obligations for the funds the airport receives. Compatible land uses are very important to the FAA. The FAA is adapting and changing their guidelines for compatible land use regularly.

Table 2-1a. Land Area Summary

Description	Acres
Total Acreage within airport boundary (does not reflect recent property exchanges with adjacent land owners)	552.25
Total Acreage in Avigation Easements	67.65
Total Acreage in Clear Zone Easements	40.94
Combined Acreage within Airport Jurisdiction and Boundaries	623.94

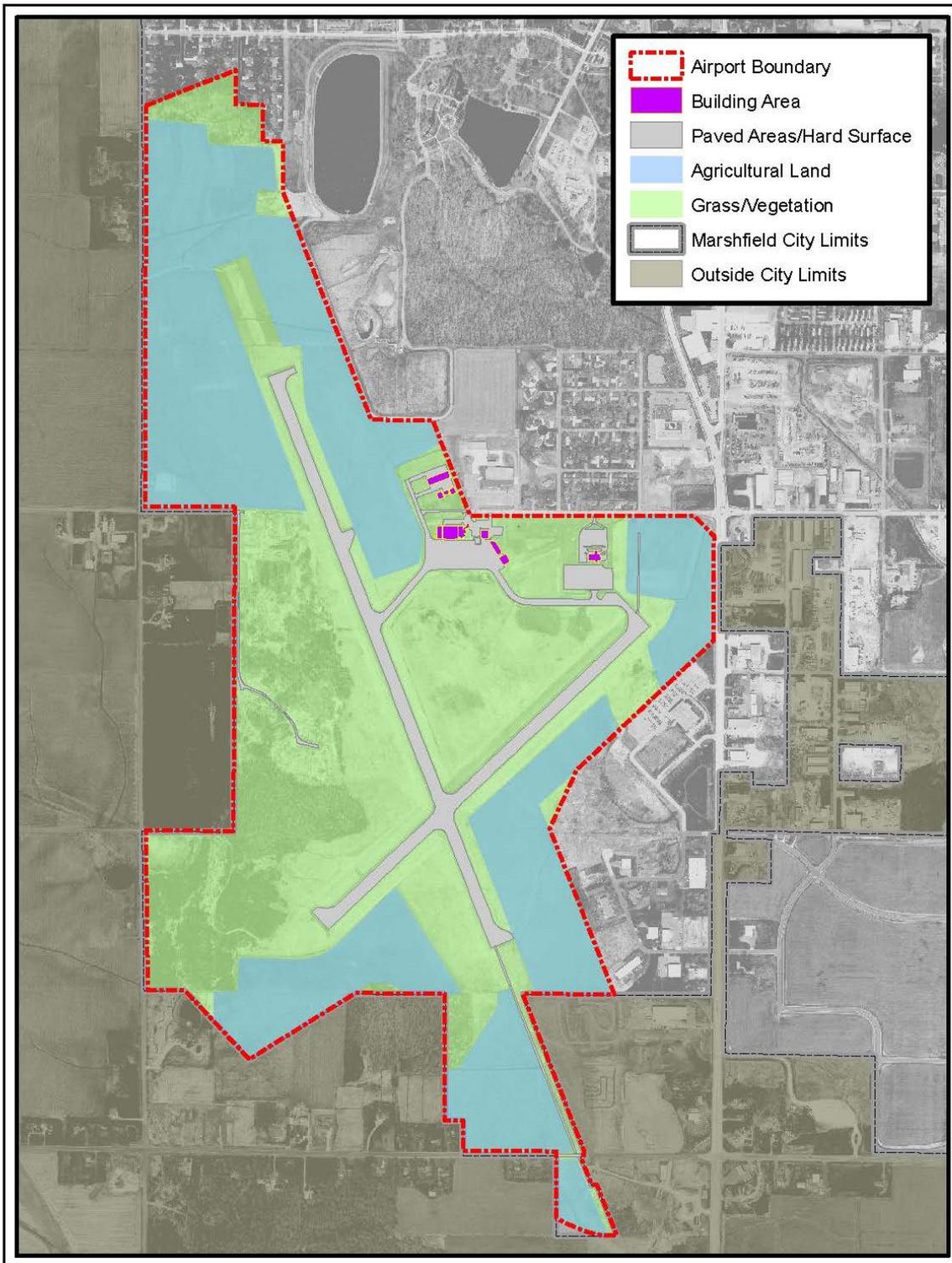
All Airport Campus District regulations, including property line and building restrictions lines, clear zone easements, avigation easements, farming operations shall be consistent with the current Airport Layout Plan and Federal Aviation Guidelines for Airport Use.

Table 2-1b. Land Use Summary

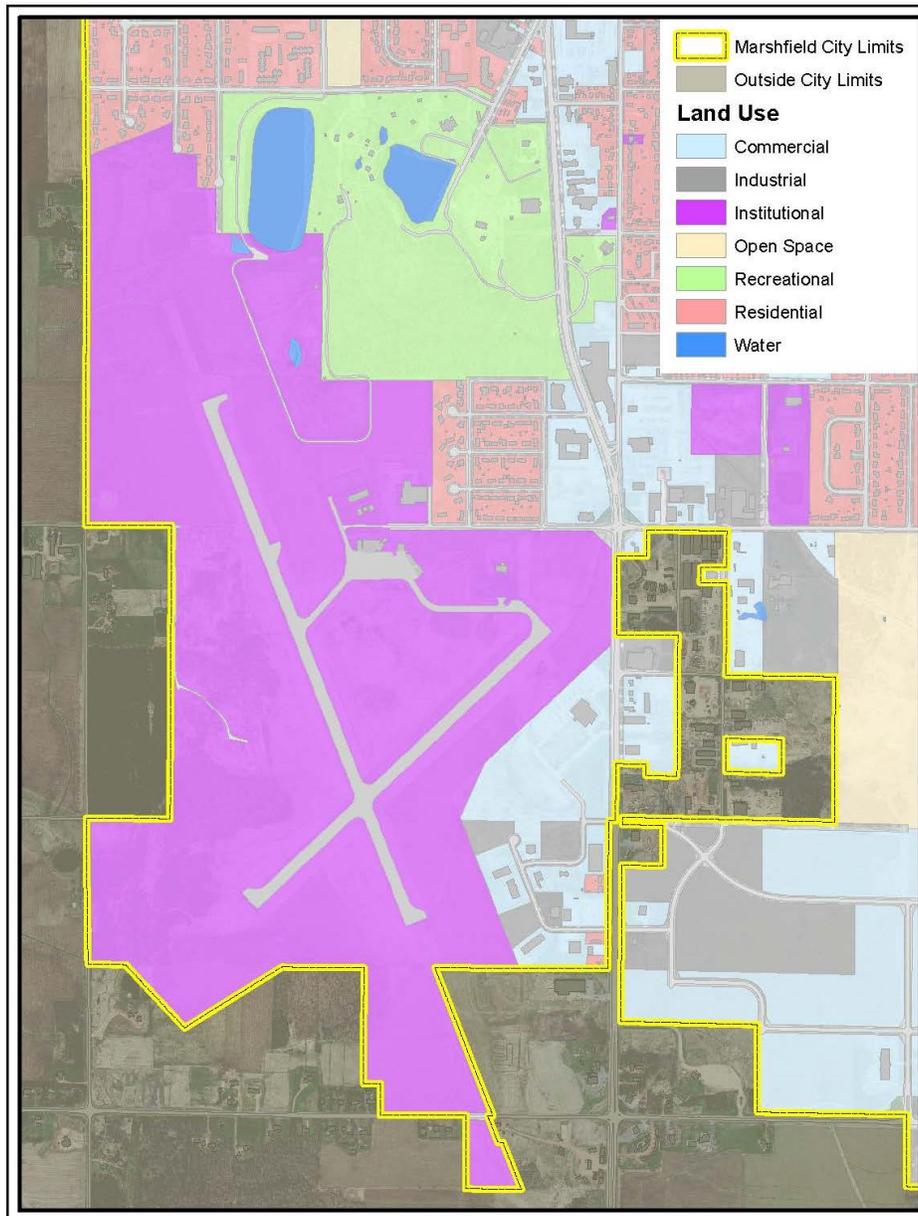
Description	Acres
Building Area	1.38
Pavement and Hard Surface Area	6.42
Grass/Vegetation	188.38
Agricultural	274.26
<b>Total:</b>	470.44

Airport Campus District Plan – 2013-2018

Map 2-1a. Airport Existing Uses



Map 2-1b. Surrounding Uses



The Marshfield Municipal Airport is made up of 17 individual parcels, all owned by the City of Marshfield. Within these 17 parcels are a mixture of uses including:

**(1.) Antennas**

Antennas developed by the airport and Federal Aviation Administration for the safe transition of aircraft by radio navigation or communication within the airport airspace.

**(2.) Airfield Lighting**

Airfield lighting is needed for the safe landing and take-off of aircraft. This may also include lighting for instrument approaches and or lighting of navigational aids.

**(3.) Farming**

The airport does allow crops to be raised on the airport as long as they do not create a hazard to the navigation of aircraft. Crops raised at the airport will also be of the types that do not attract excessive wildlife.

**(4.) Parking**

Adequate on-site parking is provided for all uses and facilities within the airport property.

**(5.) Airport and Helipad**

The Marshfield Airport includes a helipad as well as the existing facilities listed in Section 2-3.

**2-2 SURROUNDING ZONING**

All Airport campus zoning including property line and building restrictions lines, clear zone easements, aviation easements, farming operations shall be consistent with the current Airport Layout Plan and Federal Aviation Guidelines for Airport Use.

Airport Campus District Plan – 2013-2018

Map 2-2a. Surrounding Zoning

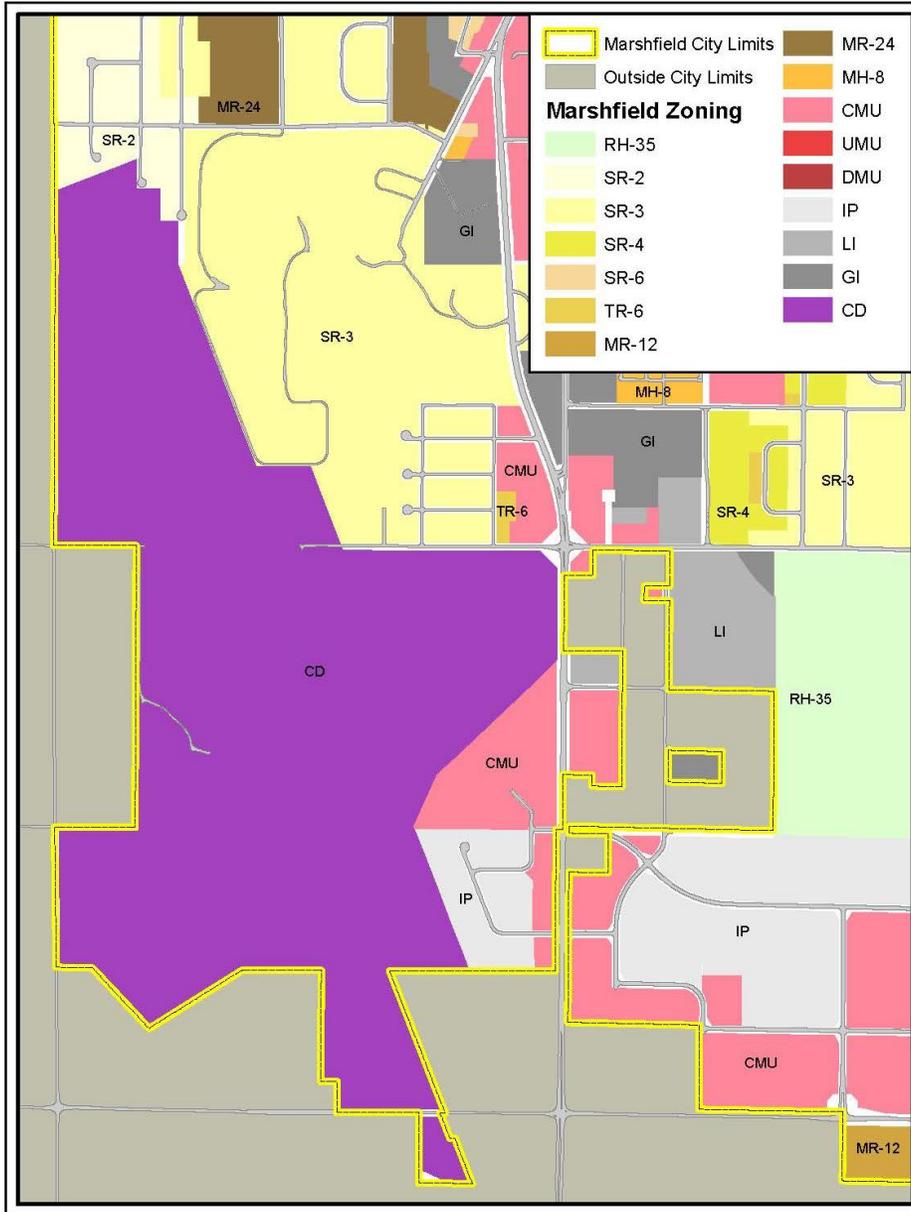


Table 2-2a. Zoning Descriptions

Zone	Description
CD	Large scale governmental, office, educational, medical, and research and development facilities
SR-2	Low density single family detached dwellings
SR-3	Very low density single family detached dwellings
SR-4	Moderate density single family detached dwellings
TR-6	Single family detached and two family attached dwellings
MR-12	Multi-family uses in small buildings at medium density
MR-24	Multi-family uses in small and mid-sized buildings at higher density

Airport Campus District Plan – 2013-2018

LI	Large and small scale industrial and office development
GI	Manufacturing and industrial operations
IP	High-quality industrial, office, and related land uses
MH-8	Mobile Home developments
CMU	Wide range of large and small scale office, retail, service, and lodging
RH-8	Very low density single family detached residential development

**2-3 EXISTING AIRPORT FACILITIES**

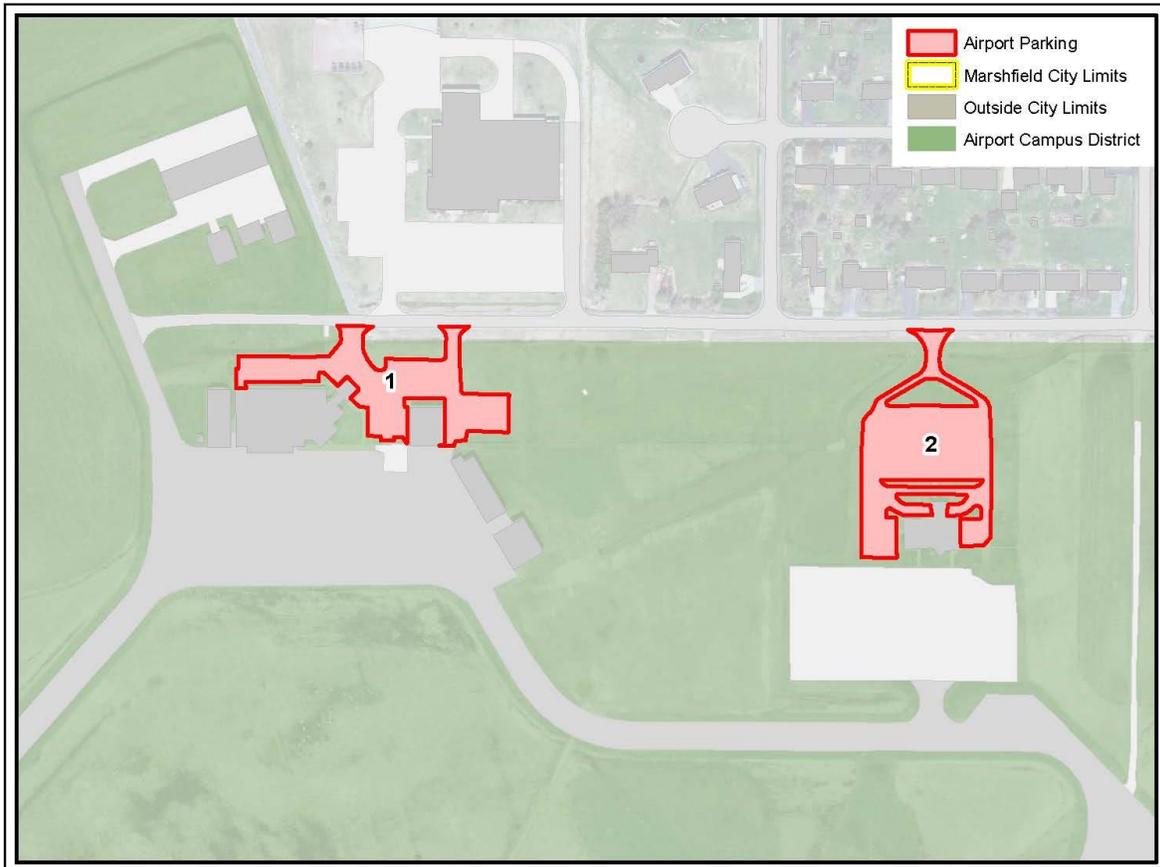
**(1.) Parking**

Adequate parking is provided on site for all existing facilities. Below is a list of the number of stalls available for each facility.

Table 2-3a. Parking Areas

Map Number	Lot	Area	Number of Parking Spaces
1	General Aviation Lot	51,603 sq. ft.	60
2	Office Complex Lot	39,249 sq. ft.	96 (estimated)

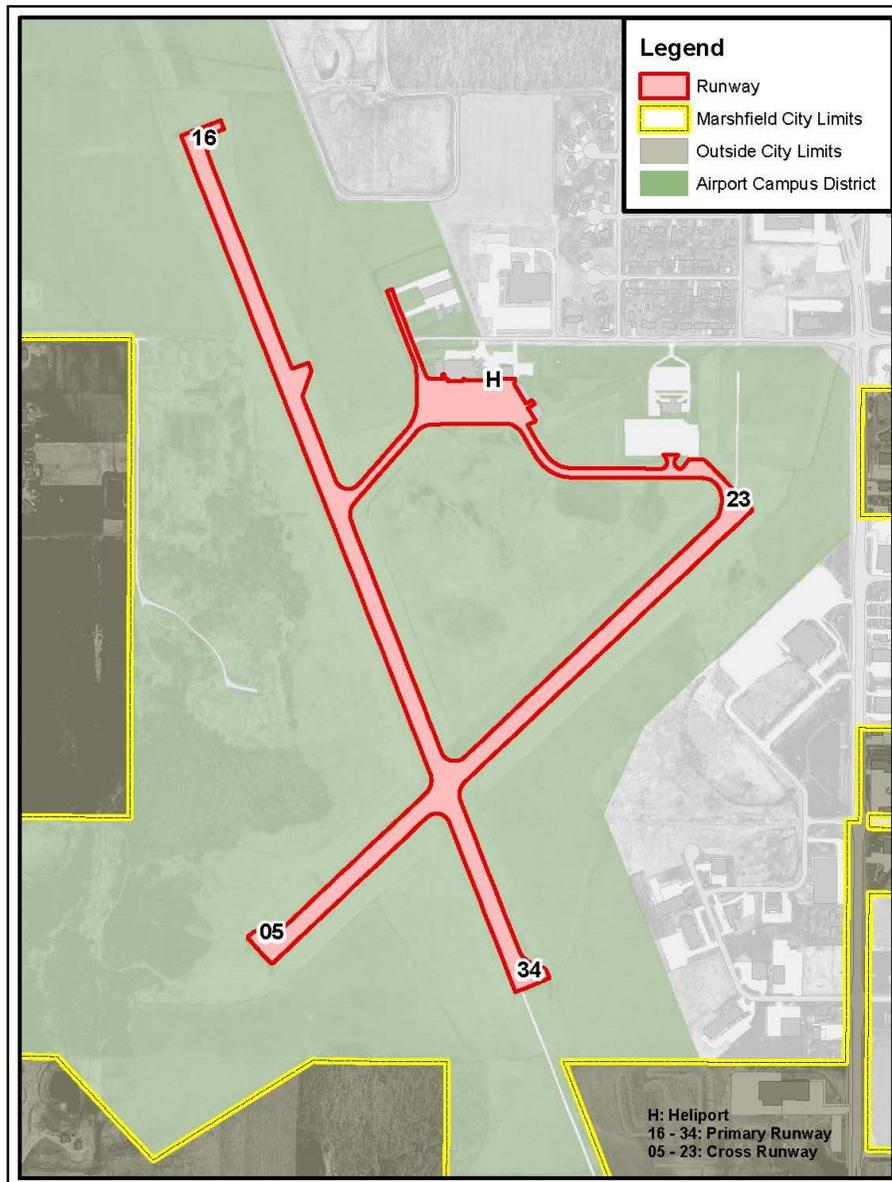
Map 2-3a. Parking Areas



**(2.) Runways**

Currently there are two operational runways on the airport campus district ground. There is a primary runway (16 – 34) which is hard surfaced, 100' wide by 5,002' long. It has a medium intensity runway lighting system MIRLS with a medium intensity approach lighting system MALSR on runway 34. Runway end identifier lights, (REILS), on runway 16 and visual approach slope indicators, (VASIs), on 16 & 34. The instrumental landing systems include R-Nav GPS on Runway 34, LPV R-Nav GPS on Runway 16, LPV and a SDF on Runway 34. The second runway is a cross runway, which is 05 - 23 is hard surface 100' wide and 3600' long. Lighting includes medium intensity runway lights (MIRLS), and runway end identifier lights (REILS). It has a non-directional instrument approach to runway 05.

Map 2-3b. Runways and Heliport



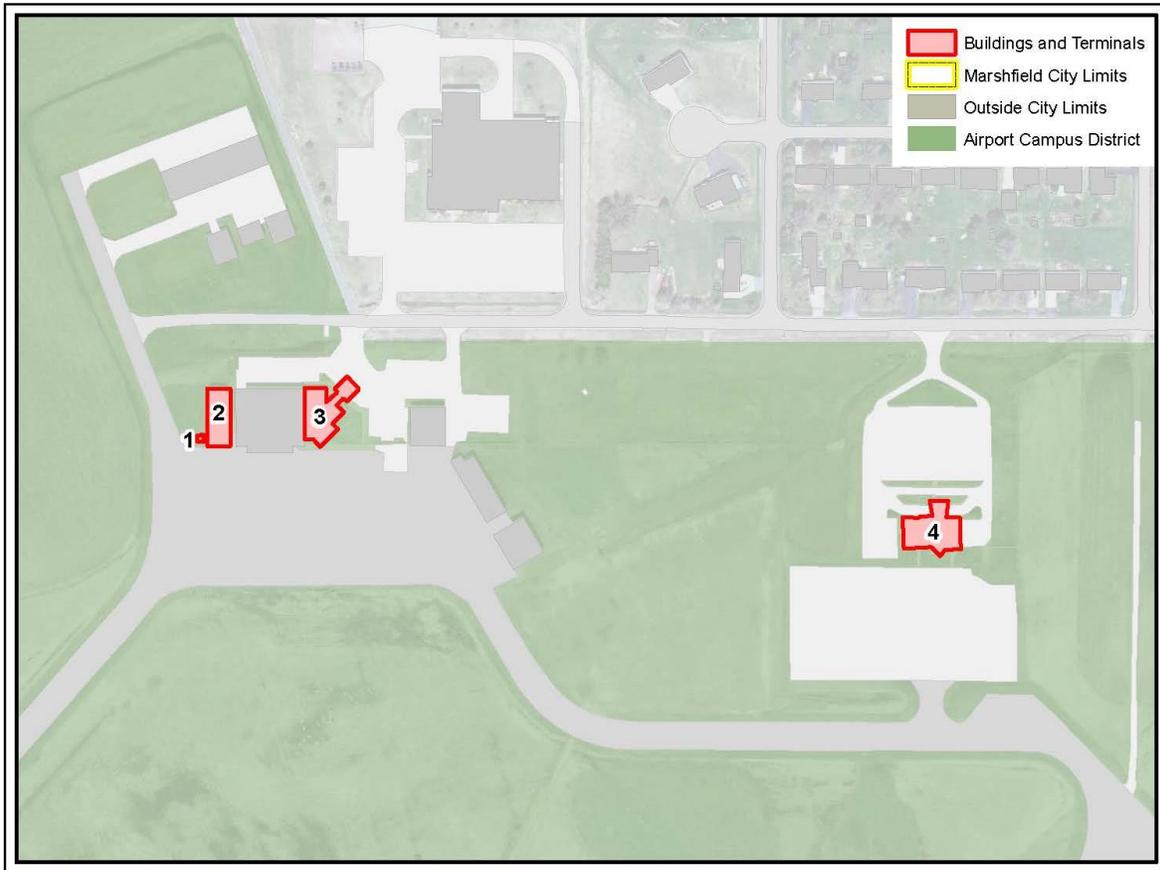
**(3.) Terminals/Buildings**

As of August 2012 the following buildings in Table 2-3b were present on the Airport Campus District (buildings are marked with a number on their outside walls for fire identification):

Table 2-3b. List of Buildings and Terminals

Map Number	Fire Number	Name
1	6	Electrical Building
2	5	Quonset Building
3	3	General Aviation Terminal Building
4	1	Office Complex Terminal Building

Map 2-3c. Buildings and Terminals



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**A. Building #1 Office Complex Terminal Building** (*map number 4*)

The office complex terminal building was original Midstate Airlines Terminal building. It was constructed in 1976 with a modern design, large parking area. The entire building can be used by one business, or two businesses can occupy the building, (east half and west half). Additional businesses can further be divided up into the East half. Both East and West half have independent entrances, bathrooms furnaces / air conditioning units.

*Uses:*

1. Vacant Office Space
2. On-site Parking

50' x 80' over 4000 sq. ft.



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**B. Building #3 General Aviation Terminal Building** (*map number 3*)

The General Aviation Terminal Building was constructed in 2007. It serves as the ambassador for the City as the first impression most people get when coming to Marshfield by air. The building has public and private rest rooms, Conference Room, Various Offices. The Fixed Based Operator and Airport Manager are in the building.

*Uses:*

1. Fixed Based Operator Offices
2. Airport Manager Office
3. Airport Fuel Farm Tank Monitoring and 24/7 Credit Card Operations
4. Conference Room
5. Ingress and Egress of people to the City of Marshfield through the Airport

Approx. 4680 sq. ft. including the car port



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**C. Building #5 Quonset Building** (*map number 2*)

The Quonset building is the oldest building on the airport. It was built in the 1940's when the airport was constructed. It has served as airplane storage and maintenance vehicle storage at the airport. It presently serves as storage for the snow removal and grass cutting equipment as well as various pieces of equipment used to maintain the airport.

*Uses:*

1. Storage of airport maintenance equipment.
2. Storage of construction equipment and supplies

40' x 100' 4,000 sq. ft.



---

**D. Building #6 Electrical Building** (*map number 1*)

The Electrical Building was built around 1995 to house the electrical controls for the airport runway lighting and instrument approaches.

*Uses:*

1. Storage of Airport electrical controls
2. Storage of airport instrument approach controls

13' x 16' 208 sq. ft.



**(4.) Hangars**

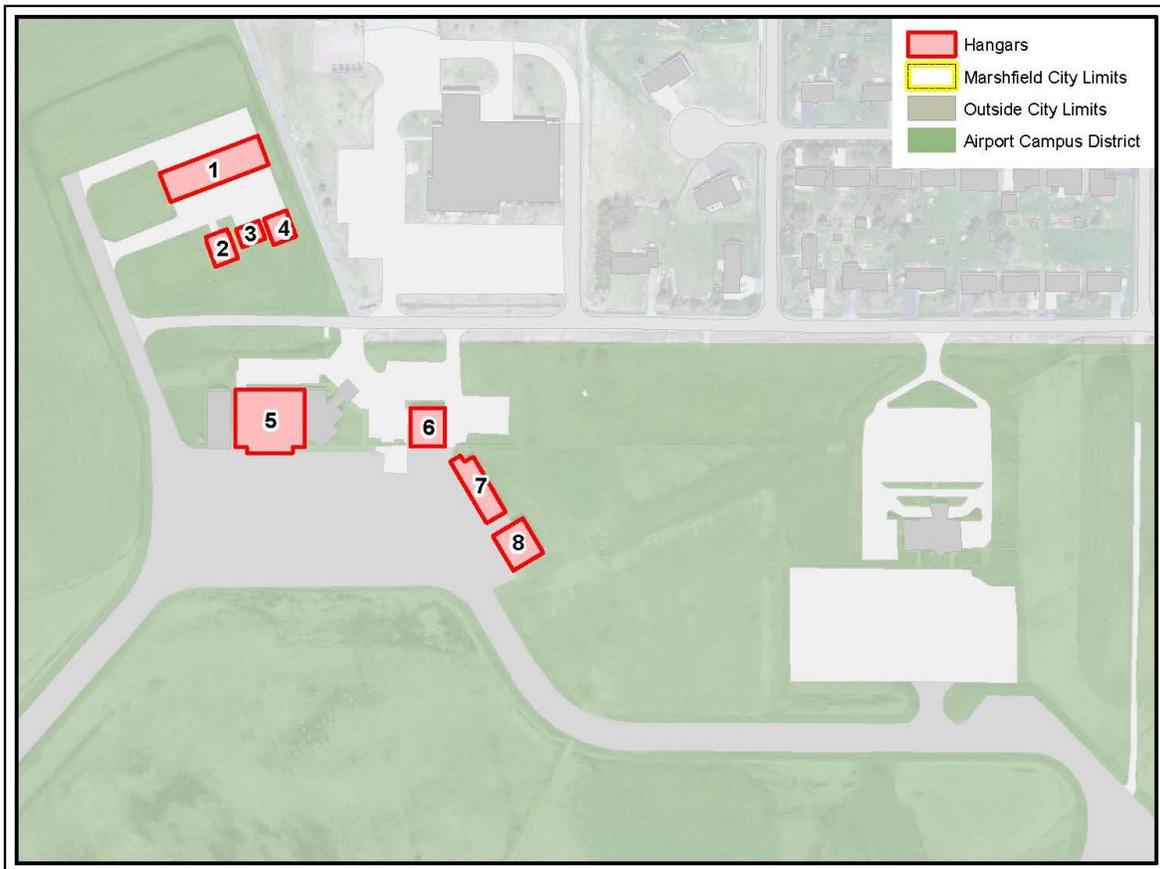
Currently there are 8 hangars on the Airport campus district. These 8 hangars are a mixture of commercial and private hangars. Commercial hangars are kept on the south east side of the general aviation terminal building while the private hangars are located north of the general terminal building.

Airport Campus District Plan – 2013-2018

Table 2-3c. List of Hangars

Map Number	Fire Number	Name
1	10	Private 8 Unit T-Hangar
2	9	Private Hangar
3	8	Private Hangar
4	7	Private Hangar
5	4	Large Storage Hangar
6	2	Maintenance Hangar
7	11	Private 2 Unit Hangar
8	12	Private Hangar

Map 2-3d. Hangars



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**A. Hangar #2 Maintenance Hangar** (*map number 6*)

The Maintenance Hangar was constructed in the early 1980's with the sole purpose of providing a location for mechanics to work on aircraft. The building is heated in cold weather, has water access, has its own bathroom, and mechanic's office. The building is also tied into the main phone system at the airport and is typically used by the existing Fixed Based Operator as part of the Fixed Based Operator's Contract.

*Uses:*

1. Aircraft Maintenance
2. Aircraft Storage
3. Large Public Airport Events - i.e. Pancake Breakfast

60' x 64' 3840 sq. ft.



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**B. Hangar #4 Large Storage Hangar** (*map number 5*)

The Large Storage Hangar was constructed by Midstate Airlines in the 1950's to store the large airline aircraft that were utilized by Midstate. The building is now owned by the City of Marshfield. The building is utilized by the Fixed Based Operator as part of the Fixed Based Operator's Contract.

*Uses:*

1. Storage of the Fixed Based Operator's Aircraft
2. Short Term Storage of Transient Aircraft.
3. Corporate Aircraft Storage (Both Local and Transient)
4. Aircraft Maintenance
5. Storage of Airport Electronic Equipment and Light Bulbs
6. Storage of Airport Supplies
7. Storage of Tables and Chairs for Airport Activities
8. Large Airport Public Events
9. Radiant heat De-Icing of Aircraft.

120' x 100' 12,000 sq. ft.



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**C. Hangar #7 Private Hangar** (*map number 4*)

Used for storage of aircraft and personal storage.

*Uses:*

1. Storage

42' x 48' 2016 sq. ft.



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**D. Hangar #8 Private Hangar** (*map number 3*)

Used for storage of aircraft and personal storage.

*Uses:*

1. Storage

40' x 30' 1200 sq. ft.



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**E. Hangar #9 Private Hangar** (*map number 2*)

Used for storage of aircraft and personal storage.

*Uses:*

1. Storage

42' x 48' 2016 sq. ft.



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**F. Hangar #10 Private 8 Unit T-Hangar** (*map number 1*)

Used for storage of aircraft and personal storage.

*Uses:*

1. Storage

50' x 180' 9000 sq. ft.



---

**G. Hangar #11 Corporate 2-Unit Hangar** (*map number 7*)

Used for storage of aircraft and personal storage.

*Uses:* 40' x 114' (attached office: 10' x 20.5') 4765  
1. Storage sq. ft.



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**H. Hangar #12 Corporate Hangar** (*map number 8*)

Used for storage of aircraft and personal storage.

*Uses:* 70' x 60' 4200 sq. ft.  
1. Storage



**(5.) Aircraft Refueling Facilities**

The fuel facility was constructed in 2009 with a 24/7 credit card system that is monitored in the General Aviation Terminal Building. The Tank monitors for the system are also located in the General Aviation Terminal Building. There are two underground 12,000 gallon storage tanks. The fuel farm has a 100LL dispenser, Jet A Generator / Filter and Jet A fuel dispenser.



## **2-4 GROUND ACCESS**

### **(1.) Highway/Road Access**

Road access to the Airport is from West 29<sup>th</sup> Street. The General Aviation Terminal Building is located approximately a half mile west of Central Avenue and approximately 1.5 miles northwest of U.S. Highway 10.

### **(2.) Transit**

#### **A. Public**

Taxi service is available from the General Aviation Terminal.

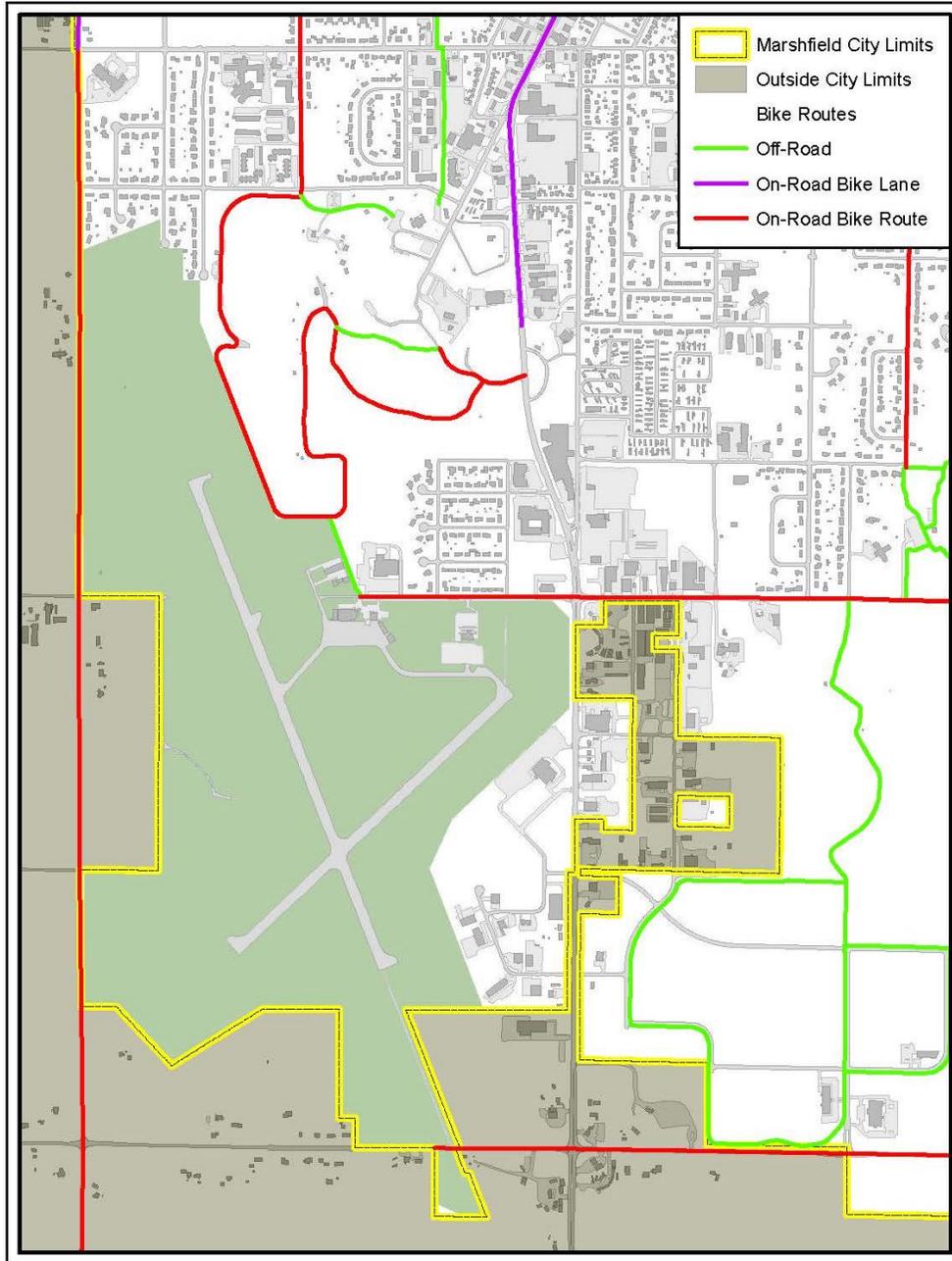
#### **B. Bike Trails**

The General Aviation Terminal is directly connected to an off-road trail from the Wildwood Park and Zoo to the north. 29<sup>th</sup> Street is also an on-road bike route.

#### **C. Parking**

Adequate on-site parking is provided for all uses and facilities within the airport property.

Map 2-4a. Nearby Bike Trails and Routes



## 2-5 STORMWATER

The existing stormwater system is addressed under the Marshfield Municipal Airport Stormwater Pollution Prevention Plan. All development must adhere to the requirements within the Plan and follow the Best Management Practices listed therein per the requirements of the DNR. The primary stormwater management features are outfalls.



## SECTION 3: FUTURE USES ANALYSIS

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### 3-1 FUTURE LAND USES

Other than some additional hangars being constructed, there are no plans to expand any of the existing facilities at this time. However, as opportunities become available, the Airport may be able to provide additional services and therefore must plan for potential future uses.

### 3-2 FUTURE FACILITIES

All existing facilities are projected to remain. The categories under the permitted and conditional uses in Section 3-7 are broad in nature. The actual uses will be limited by the FAA and the Bureau of Aeronautics.

Below are the potential changes in use. With the exception of hangars, fences or similar ancillary/landscape structures, no new development is proposed for this Campus Master Plan. Minor additions under 500 square feet may be approved administratively provided the remaining requirements of the Plan are followed. Any additional development would require a Conditional Use Permit. All development must abide by minimum standards that the Airport has in place. Temporary structures such as tents would be permitted at the discretion of the Airport.

#### (1.) Building #1 Office Complex Terminal Building

The office complex terminal building was original Midstate Airlines Terminal building. It was constructed in 1976 with a modern design, large parking area. The entire building can be used by one business, or two businesses can occupy the building, (east half and west half). Additional businesses can further be divided up into the East half. Both the East and West half have independent entrances, bathrooms furnaces / air conditioning units.

##### *Existing and Potential Future Uses\*:*

- A. Aviation Related Business
- B. Aviation Crew Facility
- C. Office Space
- D. Retail Outlet
- E. Public Use Facility
- F. Medical Use Facility
- F. Corporate Office
- H. Vehicle Rental
- I. Taxi Office and Parking

50' x 80' over 4000 sq. ft.



**\*Any non-aeronautical uses must be coordinated with the Bureau of Aeronautics and receive approval from the Federal Aviation Administration as deemed appropriate by the**

**Bureau of Aeronautics.** Nonaeronautical uses of airport property must provide a net benefit to the airport, be compatible with normal airport operations.

**(2.) Hangars**

The Marshfield Airport Committee has developed a hangar application booklet that all future hangar construction must comply with the application form and have the Marshfield Airport Committee and Common Council approval before construction will begin.

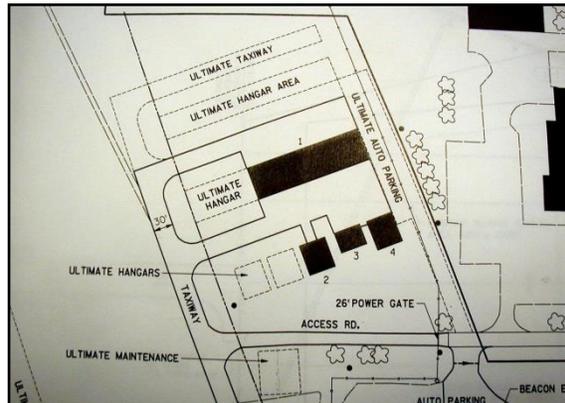
*Special Note:* The Federal Aviation Administration does not allow the construction of Residential Hangars (Hangars that are also homes) to be constructed on the Marshfield Airport.

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**A. Hangar Building Site #1 Future Corporate Hangar Area Site**

*Existing and Potential Future Uses:*

1. Aircraft Storage
2. Corporate Flight Offices
3. Corporate Flight Department Fuel Storage
4. Each Unit will have their own utilities access for water, sewer, electrical, phone, etc.
5. Plans for building must be consistent with the Marshfield Hangar Application for Area #1

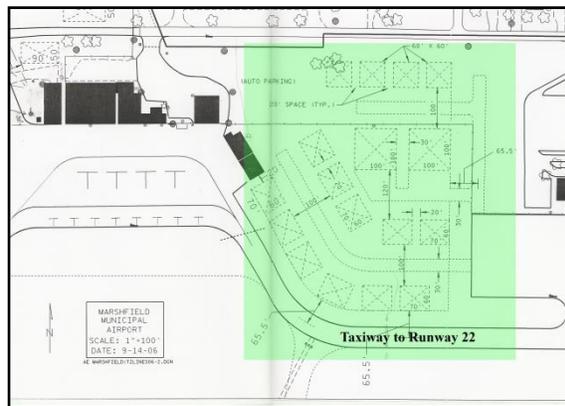


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**B. Hangar Building Site #2 Future Corporate Hangar Area Site**

*Existing and Potential Future Uses:*

1. Aircraft Storage
2. Limited Personal Storage
3. Plans for future buildings must be consistent with the Marshfield Hangar Application for Area #2



**(3.) Runway**

The current runways will be maintained. The Airport has a goal of expanding the runway 16/34 1,000 feet within 15 years, but that is not part of this 5-year plan at this time.

**3-3 FUTURE GROUND ACCESS**

Ground access such as highway/road access, transit, and parking, is not projected to change in the next 5 years.

**3-4 FUTURE STORMWATER**

Storm water management will follow the requirements of the current Marshfield Municipal Airport Stormwater Pollution Prevention Plan and any subsequent updates.

**3-5 FUTURE AIRPORT HEIGHT RESTRICTION AREA**

The Airport Height Restriction Area is not expected to change in the next 5 years unless the runway is extended.

**3-6 FUTURE LAND ACQUISITION**

The Marshfield Municipal Airport is in the process of acquiring additional land for the primary purpose of reserving aviation easements over the property. The Bureau of Aeronautics is assisting with this process. The plan is to acquire approximately 15 acres within the next 5 years.

**3-7 ALLOWABLE USES AND SETBACKS FOR THE CENTRAL AND PERIPHERAL AREAS**

**(1.) Campus District Development**

All land uses and development (including buildings, structures, paved areas, fixtures, landscaping and signage) existing as of the date of CMP approval which are depicted on the approved Campus Existing Conditions Graphic and/or listed on the approved Campus Existing Development Inventory, shall be considered as fully legal, conforming land uses and development, unless explicitly identified by the City within the CMP approval documentation as having a legal nonconforming or nonconforming status.

Proposed land uses and development which are located within the Campus Development zoning district, and which are consistent with the approved Campus Plan Graphic and/Campus Plan Development Inventory, shall be considered, reviewed and approved prior to the time of their development.

Specific land uses and development within the Campus Development zoning district which are inconsistent with an approved CMP shall be reviewed as conditional uses.

A Planned Development may be proposed, considered and approved within any portion of the area of an approved CMP, and if approved, shall supersede explicitly approved provisions of the CMP and the Zoning Ordinance, for the area included within the boundaries of the Planned Development.

Land Uses which are proposed, but not listed in Section 3-7, shall be subject to the rules of interpretation and appeals governing the Zoning Ordinance.

Boundary of the campus, clearly divided into a Central Campus Area and a Peripheral Campus Area. The boundary between the Central Campus Area and the Peripheral Campus Area may vary from parcel lines. As the Airport acquires additional properties, the boundaries of the Airport will change.

## **(2.) Central and Peripheral Areas**

The Central District consists of all existing and potential future Airport and Heliport facilities, Office Complex, Terminal, runways, helipad, hangars, accessory buildings, parking areas and some land that is presently farmed. All new development will take place within this boundary.

Beginning at the east side of the easternmost access on Parcel No. 33-03566, the Central District is setback 50 feet from the 29<sup>th</sup> Street right-of-way, running east until reaching 100 feet west of the western Central Avenue right-of-way. Then the Central District runs directly south along the Central Avenue right-of-way. The Central District then continues southwesterly, running parallel along a line 100 feet west of the Campus District Zoning until it reaches the south line of Parcel No. 33-03567. The Central District then continues southeasterly, running parallel along a line 100 feet west of the Campus District Zoning until it reaches the south line of Parcel No. 33-03570-9. The Central District continues along the border of the Campus District Zoning until it reaches the northwest corner of Parcel No. 33-035670-2A. The west boundary of the Central District then runs northeasterly 400 feet northwest off of runway 5-23 until it reaches 400 feet west of runway 16-34. Then the Central District runs northwesterly parallel to and 400 feet west of runway 16-34 until reaching the northwest property corner of Parcel No. 33-03540. Then the Central District runs east along the north parcel lines of Parcels No. 33-03540 and 33-03539A to the eastern edge of Parcel No. 33-03539A. Then the Central District runs southeasterly along the east edge of the Campus District to the south right-of-way of 29<sup>th</sup> Street. Then the Central District runs east along the south right-of-way of 29<sup>th</sup> Street to the east side of the easternmost access on Parcel No. 33-03566 to the point of beginning.

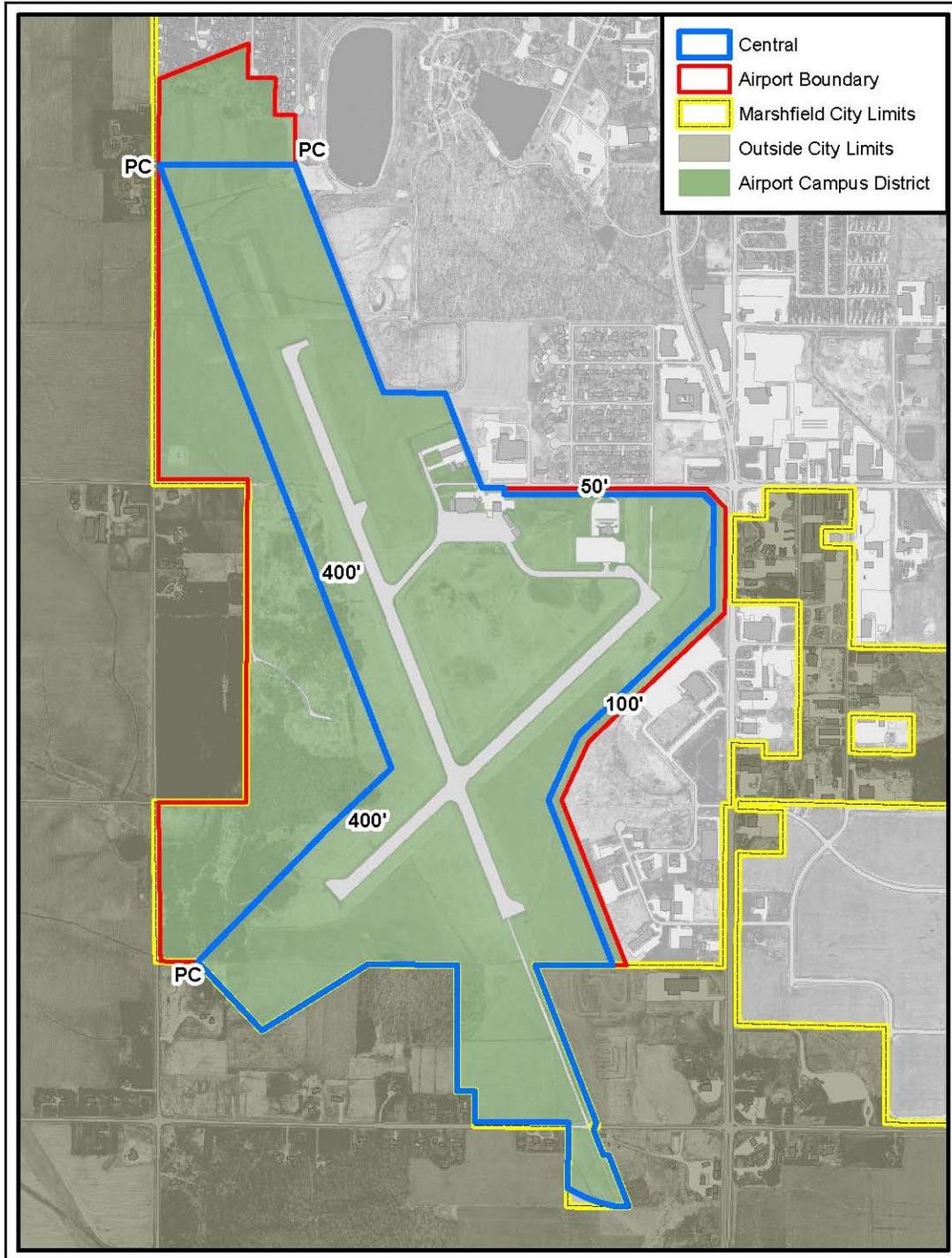
## Airport Campus District Plan – 2013-2018

The Peripheral District consists of land that is presently farmed and parking access for the Office Complex. Future uses may include the extension of fencing around the perimeter of the property and any lighting or communications system required by the FAA. The boundary of the Peripheral District is described as follows:

Peripheral District consists of the remaining portions of the Campus District excluding the above described Central District.

Map 3-7a. Central and Peripheral Areas

# Airport Campus District Plan – 2013-2018



### (3.) Permitted Land Use Types

All uses listed below shall adhere to the requirements in Article III of the Marshfield Municipal Code unless further defined or restricted in the Campus District Plan. Table 3-7a describes the allowable uses in each the Central District and the Peripheral District. In the table, permitted uses are indicated with a P, conditional uses are indicated with a C,

Airport Campus District Plan – 2013-2018

and a dash indicates a use that is not permitted. All uses conducted at the time of adoption of the Campus District Plan are permitted to continue.

Table 3-7a. Permitted and Conditional Uses. Even if a use is permitted by the City as a general use, any nonaeronautical uses **must be coordinated with the Bureau of Aeronautics and receive approval from the Federal Aviation Administration as deemed appropriate by the Bureau of Aeronautics.** Nonaeronautical uses of airport property must provide a net benefit to the airport, be compatible with normal airport operations.

<i><u>Land Use Types</u></i>	<i>Central District</i>	<i>Peripheral District</i>
Small Scale Indoor Institutional	P	-
Large Scale Indoor Institutional	-	-
Passive Outdoor Recreation	P	-
Active Outdoor Recreation	P	-
Intensive Outdoor Recreation	-	-
Essential Services	P	-
Small Scale Public Services and Utilities	P	-
Institutional Residential	-	-
Office	P	-
Personal or Professional Services	P	-
Artisan Studio	-	-
Indoor Sales or Services	P	-
Indoor Commercial Entertainment	C	-
Outdoor Commercial Entertainment	-	-
Commercial Indoor Lodging	-	-
Boarding House	-	-
Research and Development	P	-
Indoor Food Production	-	-
Indoor Storage and Wholesaling	-	-
Outdoor Storage and Wholesaling	-	-
Transit Center	-	-
Airport	P	P
Heliport	P	-
Off-Site Parking	P	-
Communication Antenna	P	-
Communication Tower	P	-
Market Garden	C	P
Outdoor Display	P	-
In-Vehicle Sales or Services	P	-
Group Daycare Center	-	-
Onsite Ancillary Use	P	-
Solar Energy System	P	-
Recreational Facility	-	-
Landscape Features	P	-

Airport Campus District Plan – 2013-2018

Deck	P	-
Satellite Dish	P	-

**(4.)Setbacks**

Below are the setbacks for the Airport Campus District (includes Central and Peripheral Districts). Setbacks are measured from the boundary of the Campus District instead of individual property lines as there are multiple parcels within the airport property.

Table 3-7b. Regulations

Minimum Lot Area	Airport Boundary
Maximum Building Coverage of Lot	20 percent
Minimum Lot Width	100 feet
Minimum Front Setback	50 feet
Minimum Street Side Setback	25 feet
Minimum Side Setback	25 feet
Minimum Rear Setback	25 feet
Major Street Setback	Minimum of 50 feet or mean of adjoining lots (see Section 18-12 and 18-72)
Maximum Principal Building Height	50 feet
Minimum Principal Building Separation (multi-structure developments on shared lots)	25 feet
Minimum Hangar Building Separation	Per the Airport Hangar Policy
Minimum Pavement Setback (lot line to pavement; excludes driveway entrances and lots that are 50 feet wide or less)	3 feet from side or rear, or 0 feet for shared driveway; 10 feet from right of way
Accessory Building Side Setback	3 feet
Accessory Building Rear Setback	5 feet
Maximum Detached Accessory Building Height	Per the Airport Hangar Policy
Minimum Parking Required	1 stall per 300 square feet of gross floor area

**(5.)Landscape and Other Requirements**

Except for new hangars, all new development shall comply with the landscaping requirements as determined by the Airport Committee. Article VIII in Chapter 18 of the Marshfield Municipal Code. New hangars shall comply with the development standards in the Airport Hangar Policy. Any changes to that policy will be reviewed by the Plan Commission and Common Council prior to approval. All new lighting within the parking areas of the Airport must comply with Section 18-104 of the Marshfield Municipal Code. All other Airport lighting may comply with FAA and the Bureau of Aeronautics lighting requirements. All new parking areas must be hard surfaced within a year initial expansion. **Fences for the Airport do not require a setback in any yard and may cross parcel boundaries. Chain-link, privacy, and security fences are permitted in any required**

yard and may exceed the height standards listed in Section 18-106 of the Municipal Zoning Code, as guided by the Bureau of Aeronautics.

## **SECTION 4: REFERENCES**

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- Marshfield Municipal Airport Stormwater Management Plan
- Marshfield Municipal Airport Hangar Policy
- Marshfield Municipal Airport Layout Plan
- Marshfield Municipal Zoning Code References
  - Section 18-42 of the Marshfield Municipal Campus Development Zoning District
  - Section 18-66(5) of the Marshfield Municipal Campus Master Plan Requirements
  - Section 18-93 of the Marshfield Municipal Code Airport Overlay District
  - Article VIII of the Marshfield Municipal Code Landscaping Requirements



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: July 28, 2015

RE: First Reading – Ordinance No. 1310 Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Section 18-72 to allow the front and street side yard setbacks to be adjusted by averaging adjoining properties in all districts and to clarify language pertaining to such adjustments.

## **Background**

Since the adoption of the latest zoning code, over two years ago, staff has been making notes on areas of the code that could be improved. Often, the changes are identified when applications come in on a frequent basis for similar requests. During a recent review of the Zoning Code, it was discovered that some of the districts weren't included in the section that refers to setback averaging. Essentially, all districts should have been included in this section of code.

## **Analysis**

Averaging allows for a deviation to the standard setback based on the average setback of the adjoining properties. Zoning districts have a standard front and street side yard setback. In most residential districts, the front yard setback is 25 feet and the street side yard setback is 15 feet. Averaging allows a reduction to the front or street side yard setback based on the average setback of the 5 nearest adjoining properties. In some older neighborhoods, the homes or businesses are closer to the street than the current setback requirement of the zoning district. Allowing averaging provides an opportunity for new development to match the similar characteristics of the surrounding neighborhood, without having an outlier structure that is setback significantly farther than the neighboring properties.

The intent of the Zoning Code was to include all districts in this section, however, specialty districts such as "CD" Campus District, "RH-35" Rural Holding, "RD" Research and Development, and the Industrial districts were left out of this exception. The purpose of the amendment would include all districts under this section.

In addition to the standard setback, a special 50 foot setback applies to all major streets (Primary Arterial and Minor Arterial streets) outside of the Downtown. The major street setback provision is to allow room for future street expansion on the arterial streets, so when additional property is needed, structures are placed at an adequate setback to accommodate the expansion without having to raze or remove buildings. However, many of the major streets will likely never see a need for street expansion and without averaging, the 50 foot setback becomes a major outlier and new development will look out of place. This amendment, to allow averaging in all districts, would apply to the major street setback as well.

The amendment will include mirroring the two sections for standard adjustments as well as for major street setback adjustments in how the average is calculated. In the current code, the standard setback is in paragraph form. The amendment puts it in a bullet form which makes it easier to follow and administer.

### **Plan Commission Recommendation**

A public hearing was held on July 21, 2015 where no public comment was made. The Plan Commission recommended approving the proposed ordinance as presented.

### **Council Options**

The Common Council can take the following actions:

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

### **Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the August 11, 2015 Common Council meeting.

### **Attachments**

1. Draft Redline Ordinance No. 1310
2. Draft Ordinance No. 1310

Concurrence:



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Jason Angell  
Planning and Economic Development Director



---

Steve Barg  
City Administrator

## REDLINE ORDINANCE NO. 1310

### An Ordinance amending Section 18-72 of the City of Marshfield Municipal Code pertaining to yard setback adjustments.

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

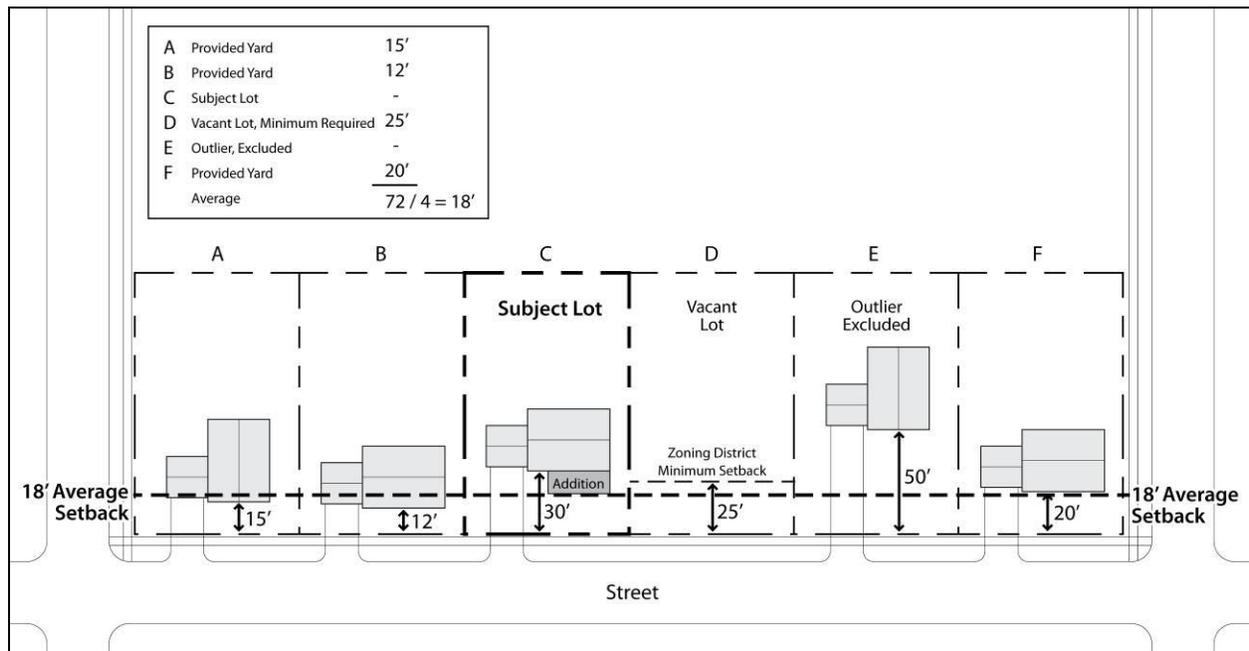
SECTION 1. Section 18-72 of the Marshfield Municipal Code is hereby amended to read as follows:

#### Section 18-72: Yard Setback Adjustments

- (1) Lot size and minimum yard dimensions. No lot, yard, court, parking area, or other space shall be reduced in area or dimension so as to make the area or dimension less than the minimum required by this chapter. If an existing yard is less than the minimum required, it shall not be reduced further, except where exempted by the provisions of this Section.
- (2) Front Yard or Street Side Setback Adjustments.
  - (a) A front yard and street side yard setback may be reduced to the mean of the setbacks of the immediately adjoining lots that are on either or both sides of the subject lot. The following rules apply in calculating the mean setback (see Figure 18-72):
    1. Only the setbacks on 5 or fewer adjoining lots, are contiguous to each other in either direction of the subject lot, and are on the same side of the street as each other may be used. Properties separated by a cross street may be used in the average calculation.
    2. Where a lot is vacant, the minimum setback of the zoning district will be applied to the vacant lot and factored into the averaging calculation.
    3. Outliers shall be excluded in calculating the mean setback as determined by the Zoning Administrator.
    4. In residential districts, the depth of the minimum front yard and side street side yard on any lot shall be at least 15 feet and the minimum setback for an attached or detached garage facing the front yard, or the street side yard, shall be at least 20 feet except where the provisions of Section 18-65(8)(i) are met.
  - (b) ~~In the SR 2, SR 3, SR 4, SR 6, TR 6, MR 12, MR 24, MH 8, NMU, UMU, and CMU districts where the average depth of existing front yards and street side yards on the 5 or fewer adjoining lots nearest to the lot in question, on the same side of the street and within the same block front, is less than the least front yard and street side yard depth prescribed elsewhere in this chapter, the required depth of the front yard and the street side yard on such lot may be modified to be not less than the average depth of the existing front yards and street side yards; provided, however, that in a residential district the depth of the minimum front yard and side street side yard on any lot shall be at least 15 feet and the minimum setback for an attached or detached garage facing the front yard, or the street side yard, shall be at least 20 feet except where the provisions of Section 18-65(8)(i) are met.~~
- (3) Side and Rear Yard Adjustments for Bufferyards. In instances where the required bufferyard width (per Article VIII) exceeds the minimum required setback width, the minimum required bufferyard width shall prevail.
- (4) **Major** Street Setback Adjustments. A special **major street** setback of 50 feet shall be required along existing and proposed primary and minor arterial streets shown in the National Functional Classification map of the Comprehensive Plan.

- (a) For existing streets, the setback shall be measured from the right of way line. For proposed streets, the setback shall be added to one-half the proposed right of way width and measured from the anticipated street centerline.
- (b) The special setback shall not apply in the DMU district.
- (c) In the SR-2, SR-3, SR-4, SR-6, TR-6, MR-12, MR-24, MH-8, NMU, CMU, and UMU districts, a front yard and street side yard setback may be reduced to the mean of the setbacks of the immediately adjoining lots that are on either or both sides of the subject lot. The following rules apply in calculating the mean setback (see Figure 18-72):
  1. Only the setbacks on 5 or fewer adjoining lots, are contiguous to each other in either direction of the subject lot, and are on the same side of the street as each other may be used. Properties separated by a cross street may be used in the average calculation.
  2. Where a lot is vacant, the minimum setback of the zoning district will be applied to the vacant lot and factored into the averaging calculation.
  3. Outliers shall be excluded in calculating the mean setback as determined by the Zoning Administrator.
  4. In residential districts, the depth of the minimum front yard and side street side yard on any lot shall be at least 15 feet and the minimum setback for an attached or detached garage facing the front yard, or the street side yard, shall be at least 20 feet except where the provisions of Section 18-65(8)(i) are met.

Figure 18-72



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

## ORDINANCE NO. 1310

### **An Ordinance amending Section 18-72 of the City of Marshfield Municipal Code pertaining to yard setback adjustments.**

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

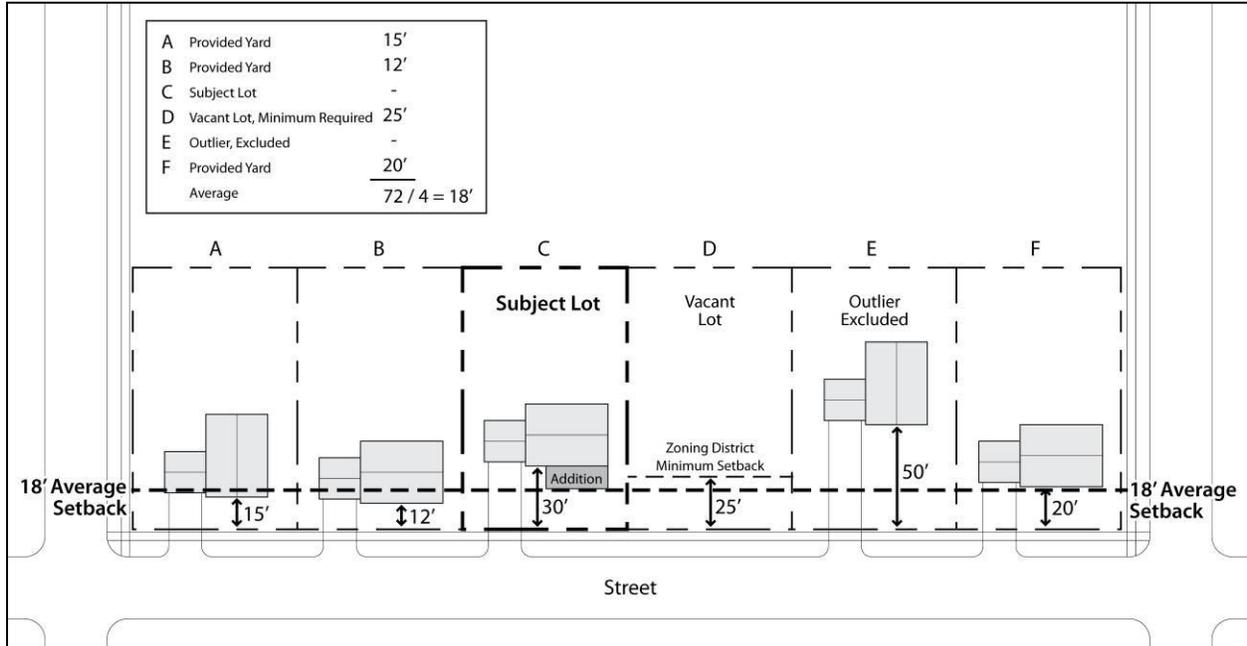
SECTION 1. Section 18-72 of the Marshfield Municipal Code is hereby amended to read as follows:

#### **Section 18-72: Yard Setback Adjustments**

- (1) Lot size and minimum yard dimensions. No lot, yard, court, parking area, or other space shall be reduced in area or dimension so as to make the area or dimension less than the minimum required by this chapter. If an existing yard is less than the minimum required, it shall not be reduced further, except where exempted by the provisions of this Section.
- (2) Front Yard or Street Side Setback Adjustments.
  - (a) A front yard and street side yard setback may be reduced to the mean of the setbacks of the immediately adjoining lots that are on either or both sides of the subject lot. The following rules apply in calculating the mean setback (see Figure 18-72):
    1. Only the setbacks on 5 or fewer adjoining lots, are contiguous to each other in either direction of the subject lot, and are on the same side of the street as each other may be used. Properties separated by a cross street may be used in the average calculation.
    2. Where a lot is vacant, the minimum setback of the zoning district will be applied to the vacant lot and factored into the averaging calculation.
    3. Outliers shall be excluded in calculating the mean setback as determined by the Zoning Administrator.
    4. In residential districts, the depth of the minimum front yard and side street side yard on any lot shall be at least 15 feet and the minimum setback for an attached or detached garage facing the front yard, or the street side yard, shall be at least 20 feet except where the provisions of Section 18-65(8)(i) are met.
- (3) Side and Rear Yard Adjustments for Bufferyards. In instances where the required bufferyard width (per Article VIII) exceeds the minimum required setback width, the minimum required bufferyard width shall prevail.
- (4) Major Street Setback Adjustments. A special major street setback of 50 feet shall be required along existing and proposed primary and minor arterial streets shown in the National Functional Classification map of the Comprehensive Plan.
  - (a) For existing streets, the setback shall be measured from the right of way line. For proposed streets, the setback shall be added to one-half the proposed right of way width and measured from the anticipated street centerline.
  - (b) The special setback shall not apply in the DMU district.
  - (c) A front yard and street side yard setback may be reduced to the mean of the setbacks of the immediately adjoining lots that are on either or both sides of the subject lot. The following rules apply in calculating the mean setback (see Figure 18-72):
    1. Only the setbacks on 5 or fewer adjoining lots, are contiguous to each other in either direction of the subject lot, and are on the same side of the street as each other may be used. Properties separated by a cross street may be used in the average calculation.

2. Where a lot is vacant, the minimum setback of the zoning district will be applied to the vacant lot and factored into the averaging calculation.
3. Outliers shall be excluded in calculating the mean setback as determined by the Zoning Administrator.
4. In residential districts, the depth of the minimum front yard and side street side yard on any lot shall be at least 15 feet and the minimum setback for an attached or detached garage facing the front yard, or the street side yard, shall be at least 20 feet except where the provisions of Section 18-65(8)(i) are met.

**Figure 18-72**



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

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

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk

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

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk



# City of Marshfield Memorandum

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TO: Mayor Meyer & Common Council  
FROM: Josh Miller, City Planner  
DATE: July 28, 2015

RE: First Reading – Ordinance No. 1311 Municipal Code Amendment Request to amend Chapter 18, General Zoning Ordinance, Sections 18-25 through 18-33, 18-54, and 18-65 (1) & (2), allowing Minor Home Occupations as a permitted accessory use and Conditional Home Occupations as a conditional accessory use in all residential zoning districts and to clarify the requirements for a home occupation.

## **Background**

Under the current code, some of the districts don't allow home occupations, either by right or as a conditional use. Essentially, this was an oversight in the drafting of the most recent zoning code as the intent was to allow minor and conditional home occupations in all residential districts.

## **Analysis**

Currently, a minor home occupation is defined as an activity performed within a single family detached residence. Staff is proposing to allow a minor home occupation in any type of residence. Examples include personal and professional services. Minor Home Occupations are intended to provide a means to accommodate a small home-based family or professional business without the necessity of a rezoning from a residential to a business district. Minor Home Occupations are limited to low intensity service-oriented businesses and businesses with a minimal number of short customer visits, but no additional employees.

Conditional home occupations are intended to provide greater flexibility than Minor Home Occupations in terms of number of employees, number of customer visits, and allowable occupations. Basically, selling items out of the home or providing a repair service would be considered a Conditional Home Occupation.

A minor home occupation is permitted by right whereas a conditional home occupation requires a conditional use permit. A conditional use permit gives the City discretion on the conditions that must be met in order to conduct business. In many cases, limiting the time of operation, allowing signage, or defining how

much parking is needed can be conditions of approval and reduce any potential adverse impact to the neighboring properties. The way the Land Use section was written, it was intended that a Conditional Home Occupation could be approved by a Conditional Use Permit in all residences. However, many of the districts do not include this use which was an oversight. The previous code had a standalone section for home occupations where they were allowed in all districts. When the new code was written, this use was left out of those sections of code that identify allowable uses within each district. The proposed amendment would allow minor home occupations by right in all residential districts, and would allow conditional home occupations in all residential districts by issuance of a Conditional Use Permit. In mixed use districts, home occupations would be allowed as a permitted use.

In addition to the above changes, staff is proposing additional changes to do a better job of clearly defining the regulations:

- Removed some duplicitous language allowing only one truck and trailer for a home occupation.
- Rearrange language in more logical order such as having examples under the regulations section rather than in the definition.
- Move “Sale or transfer of the property shall cause the conditional use permit to be null and void” from Minor Home Occupations to Conditional Home Occupations.

### **Plan Commission Recommendation**

A public hearing was held on July 21, 2015 where no public comment was made. The Plan Commission recommended approving the proposed ordinance as presented.

### **Council Options**

The Common Council can take the following actions:

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

### **Recommendation**

None at this time unless the rules are suspended; final action will be requested after the second reading scheduled for the August 11, 2015 Common Council meeting.

### **Attachments**

1. Draft Redline Ordinance No. 1311
2. Draft Ordinance No. 1311

Concurrence:



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Jason Angell  
Planning and Economic Development Director



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Steve Barg  
City Administrator

## **REDLINE ORDINANCE NO. 1311**

### **An Ordinance amending Sections 18-25-33, 18-54, and 18-65 (1) & (2) of the City of Marshfield Municipal Code pertaining to amending the requirements for home occupations and allowing conditional home occupations in all residential districts.**

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

SECTION 1. Section 18-26 (5) of the Marshfield Municipal Code for the (SR-2) Single Family Residential–2 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

SECTION 2. Section 18-27 (5) of the Marshfield Municipal Code for the (SR-3) Single Family Residential–3 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

SECTION 3. Section 18-28 (5) of the Marshfield Municipal Code for the (SR-4) Single Family Residential–4 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

SECTION 4. Section 18-29 (5) of the Marshfield Municipal Code for the (SR-6) Single Family Residential–6 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

SECTION 5. Section 18-30 (4) and (5) of the Marshfield Municipal Code for the (TR-6) Two Family Residential–6 Zoning District, is hereby amended to read as follows:

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation**
- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation**

**SECTION 6.** Section 18-31 (4) and (5) of the Marshfield Municipal Code for the (MR-12) Multi-Family Residential–12 Zoning District, is hereby amended to read as follows:

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
- (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation**

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Accessory Dwelling Unit
  - (d) Conditional Home Occupation

**SECTION 7. Section 18-32 (4) and (5) of the Marshfield Municipal Code for the (MR-24) Multi-Family Residential–24 Zoning District, is hereby amended to read as follows:**

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation
- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Accessory Dwelling Unit
  - (d) Conditional Home Occupation

**SECTION 8. Section 18-33 (4) and (5) of the Marshfield Municipal Code for the (MH-8) Mobile Home Residential–8 Zoning District, is hereby amended to read as follows:**

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite

- (e) Residential Accessory Building
- (f) Nonresidential Accessory Building
- (g) Landscape Feature
- (h) Deck
- (i) Recreational Facility
- (j) Residential Kennel
- (k) On-Site Parking
- (l) Solar Energy System
- (m) Onsite Ancillary Use

(n) **Minor Home Occupation**

(5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for the following uses.

- (a) Small Wind Energy System
- (b) Solar Energy System
- (c) Accessory Dwelling Unit

(d) **Conditional Home Occupation**

SECTION 9. Section 18-54 of the Marshfield Municipal Code is hereby amended to include the following in the Accessory Land Uses section of the Table of Uses:

**Section 18-54: Table of Land Uses**

Rural Holding (RH-35)	Single Family Residential – 2 (SR-2)	Single Family Residential – 3 (SR-3)	Single Family Residential – 4 (SR-4)	Single Family Residential – 6 (SR-6)	Two Family Residential – 6 (TR-6)	Multi-Family Residential – 12 (MR-12)	Multi-Family Residential – 24 (MR-24)	Mobile Home – Residential – 8 (MH-8)	Neighborhood Mixed Use (NMU)	Community Mixed Use (CMU)	Urban Mixed Use (UMU)	Downtown Mixed Use (DMU)	Industrial Park (IP)	Light Industrial (LI)	General Industrial (GI)	Research and Development (RD)	Campus Development (CD) Central Area	Campus Development (CD) Peripheral Area	Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages.  P: By Right C: By Conditional Use Permit
																			Dwelling Unit Type
																			Accessory Land Uses
P	P	P	P	P	P	P	P	P	P	P	P	P							(1) Minor Home Occupation
C	C	C	C	C	C	C	C	C	P	P	P	P							(2) Conditional Home Occupation
P	P	P	P	P	P	P	P	P	P		P						P	P	(3) In-Home Daycare 4-8 Children

Rural Holding (RH-35)	Single Family Residential – 2 (SR-2)	Single Family Residential – 3 (SR-3)	Single Family Residential – 4 (SR-4)	Single Family Residential – 6 (SR-6)	Two Family Residential – 6 (TR-6)	Multi-Family Residential – 12 (MR-12)	Multi-Family Residential – 24 (MR-24)	Mobile Home – Residential – 8 (MH-8)	Neighborhood Mixed Use (NMU)	Community Mixed Use (CMU)	Urban Mixed Use (UMU)	Downtown Mixed Use (DMU)	Industrial Park (IP)	Light Industrial (LI)	General Industrial (GI)	Research and Development (RD)	Campus Development (CD) Central Area	Campus Development (CD) Peripheral Area	Land Uses Permitted:
P	P	P	P	P	P	P	P	P	P		P								(4) In-Family Suite
					C	C	C	C	C		C								(5) Accessory Dwelling Unit
P																			(6) Farm Residence
C																			(7) Migrant Employee Housing
P	P	P	P	P	P	P	P	P	P	P	P	P					P	P	(8) Residential Accessory Building
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(9) Nonresidential Accessory Building
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(10) Recreational Facility
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(11) Landscape Feature
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(12) Deck
P	P	P	P	P	P	P	P	P	P	P	P								(13) Residential Kennel
P																			(14) Residential Stable
P													P	P	P				(15) Outdoor Wood Boiler
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			(16) On-Site Parking
P									P	P	P	P	P	P	P	P			(17) Company Cafeteria
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(18) Onsite Ancillary Use

**Land Uses Permitted:**

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

P: By Right

C: By Conditional Use Permit

SECTION 10. Section 18-65 (1) and (2) of the Marshfield Municipal Code is hereby amended to read as follows:

**Section 18-65: Accessory Land Uses and Structures**

- (1) Minor Home Occupation: Economic activities performed within a single family detached residence. Examples include personal and professional services and handiworks. Minor Home Occupations are intended to provide a means to accommodate a small home-based family or professional business

without the necessity of a Conditional Use Permit or rezoning from a residential to a business district. Minor Home Occupations are limited to low intensity service-oriented businesses and businesses with a minimal number of short customer visits. This land use shall not include parking a work vehicle at a residence. This section shall not limit an individual that does not have a home occupation from bringing home their work vehicles. Private home or personal items events (such as Tupperware and Mary Kay parties) are exempt from the requirements of this section.

Regulations:

- (a) The Minor Home Occupation shall be conducted only within the enclosed area of the dwelling unit or garage.
  - (b) There shall be no exterior evidence of the Minor Home Occupation, no exterior alterations which change the character of the structure as a single family dwelling unit, and no signage identifying the Home Occupation.
  - (c) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, vibration, electrical interference, traffic congestion, or other nuisances resulting from the Home Occupation.
  - ~~(d) All vehicles and equipment stored onsite and shall be limited to a total of one vehicle and one trailer.~~
  - (e) Except for one vehicle and one trailer, no storage or display of materials, goods, supplies, or equipment related to the operation of the Minor Home Occupation shall be visible outside any structure located on the premises.
  - (f) Minor Home Occupations shall not involve the use of commercial vehicles for more than occasional delivery of materials to or from the premises.
  - (g) Minor Home Occupations may occupy no more than 10 percent of the floor area of the dwelling unit.
  - (h) Detached accessory buildings may only be used for storage and are not counted against the 10 percent allowance.
  - (i) Minor Home Occupations shall be carried out only by members of the immediate family residing on the premises.
  - (j) No structural alterations or construction involving features not customarily found in dwellings are allowed.
  - (k) Minor Home Occupations shall not involve manufacturing, processing, gunsmithing, the repair or dismantling of appliances, vehicles, or motors or construction of equipment and machinery.
  - (l) No Minor Home Occupation shall endanger the public health and safety and shall not interfere with other parcels in the neighborhood.
  - (m) No article may be sold or offered for sale on the premises; samples and goods may be kept, but not sold on the premises. Internet sales and private home or personal item events (such as Tupperware, Mary Kay, or similar events) are permitted and are not ~~be~~ considered a Home Occupation.
  - ~~(n) Sale or transfer of the property shall cause the conditional use permit to be null and void.~~
  - (o) Minimum required parking: No additional spaces required for Minor Home Occupations.
- (2) Conditional Home Occupation: Conditional Home Occupations are intended to provide greater flexibility than Minor Home Occupations in terms of number of employees, number of customer visits, and allowable occupations. For example, retail trade may be conducted in a Conditional Home Occupation, whereas Minor Home Occupations are limited to service-oriented businesses and businesses that do not generate customer visits. This land use shall not include parking a work vehicle at a residence. This section shall not limit an individual that does not have a home occupation from

~~bringing home their work vehicles. Conditional Home Occupations require a Conditional Use Permit and must be reviewed by the Building Inspector prior to review of the Plan Commission.~~

Regulations:

- (a) The Conditional Home Occupation shall be conducted only within the enclosed area of the dwelling unit or garage.
- (b) There shall be no exterior alterations which change the character of the structure as a single family dwelling unit and/or exterior evidence of the Conditional Home Occupation, other than those signs permitted in the district.
- ~~(c) All vehicles and equipment stored onsite and shall be limited to a total of one vehicle and one trailer.~~
- (d) Except for one vehicle and one trailer, no storage or display of materials, goods, supplies, or equipment related to the operation of the Conditional Home Occupation shall be visible outside any structure located on the premises.
- (e) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, vibration, electrical interference, traffic congestion, or other nuisances resulting from the Conditional Home Occupation.
- (f) The Plan Commission may grant exceptions to any of the above requirements (a) through (ed).
- (g) Conditional Home Occupations may occupy no more than 50 percent of the floor area of the dwelling unit including the garage.
- (h) Conditional Home Occupation dwellings are limited to be a maximum of 3,000 square feet including the basement.
- (i) Conditional Home Occupations may employ one employee not residing at the home.
- (j) Under no circumstances shall a vehicle repair shop or body work business qualify as a Conditional Home Occupation.
- (k) No Conditional Home Occupation shall endanger the public health and safety and shall not interfere with other parcels in the neighborhood.
- (l) Minimum required parking shall be reviewed at the time of conditional use permit review.
- (m) Conditional Home Occupations must be reviewed by the Building Inspector and shall meet ~~International~~ Wisconsin Commercial Building Code requirements.
- ~~(n) Sale or transfer of the property shall cause the conditional use permit to be null and void.~~

SECTION 11. Savings Clause. If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

SECTION 12. Severability. If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

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

ADOPTED: \_\_\_\_\_

Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk

## **REDLINE ORDINANCE NO. 1311**

### **An Ordinance amending Sections 18-25-33, 18-54, and 18-65 (1) & (2) of the City of Marshfield Municipal Code pertaining to amending the requirements for home occupations and allowing conditional home occupations in all residential districts.**

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

**SECTION 1.** Section 18-26 (5) of the Marshfield Municipal Code for the (SR-2) Single Family Residential–2 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

**SECTION 2.** Section 18-27 (5) of the Marshfield Municipal Code for the (SR-3) Single Family Residential–3 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

**SECTION 3.** Section 18-28 (5) of the Marshfield Municipal Code for the (SR-4) Single Family Residential–4 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

**SECTION 4.** Section 18-29 (5) of the Marshfield Municipal Code for the (SR-6) Single Family Residential–6 Zoning District, is hereby amended to read as follows:

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

**SECTION 5.** Section 18-30 (4) and (5) of the Marshfield Municipal Code for the (TR-6) Two Family Residential–6 Zoning District, is hereby amended to read as follows:

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation
- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Conditional Home Occupation

**SECTION 6. Section 18-31 (4) and (5) of the Marshfield Municipal Code for the (MR-12) Multi-Family Residential–12 Zoning District, is hereby amended to read as follows:**

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation

- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Accessory Dwelling Unit
  - (d) Conditional Home Occupation

**SECTION 7. Section 18-32 (4) and (5) of the Marshfield Municipal Code for the (MR-24) Multi-Family Residential–24 Zoning District, is hereby amended to read as follows:**

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite
  - (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation
- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for the following land uses.
  - (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Accessory Dwelling Unit
  - (d) Conditional Home Occupation

**SECTION 8. Section 18-33 (4) and (5) of the Marshfield Municipal Code for the (MH-8) Mobile Home Residential–8 Zoning District, is hereby amended to read as follows:**

- (4) Accessory Uses Permitted by Right. Refer to Article III for detailed definitions and requirements for each of the following land uses.
  - (a) Satellite Dish
  - (b) Personal Antenna and Tower
  - (c) In-Home Daycare (4-8 children)
  - (d) In-Family Suite

- (e) Residential Accessory Building
  - (f) Nonresidential Accessory Building
  - (g) Landscape Feature
  - (h) Deck
  - (i) Recreational Facility
  - (j) Residential Kennel
  - (k) On-Site Parking
  - (l) Solar Energy System
  - (m) Onsite Ancillary Use
  - (n) Minor Home Occupation
- (5) Accessory Uses Permitted as Conditional Use. Refer to Article III for detailed definitions and requirements for the following uses.
- (a) Small Wind Energy System
  - (b) Solar Energy System
  - (c) Accessory Dwelling Unit
  - (d) Conditional Home Occupation

SECTION 9. Section 18-54 of the Marshfield Municipal Code is hereby amended to include the following in the Accessory Land Uses section of the Table of Uses:

**Section 18-54: Table of Land Uses**

Rural Holding (RH-35)	Single Family Residential – 2 (SR-2)	Single Family Residential – 3 (SR-3)	Single Family Residential – 4 (SR-4)	Single Family Residential – 6 (SR-6)	Two Family Residential – 6 (TR-6)	Multi-Family Residential – 12 (MR-12)	Multi-Family Residential – 24 (MR-24)	Mobile Home – Residential – 8 (MH-8)	Neighborhood Mixed Use (NMU)	Community Mixed Use (CMU)	Urban Mixed Use (UMU)	Downtown Mixed Use (DMU)	Industrial Park (IP)	Light Industrial (LI)	General Industrial (GI)	Research and Development (RD)	Campus Development (CD) Central Area	Campus Development (CD) Peripheral Area	Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages.  P: By Right C: By Conditional Use Permit
																			Dwelling Unit Type
																			Accessory Land Uses
P	P	P	P	P	P	P	P	P	P	P	P	P							(1) Minor Home Occupation
C	C	C	C	C	C	C	C	C	P	P	P	P							(2) Conditional Home Occupation
P	P	P	P	P	P	P	P	P	P		P						P	P	(3) In-Home Daycare 4-8 Children

Rural Holding (RH-35)	Single Family Residential – 2 (SR-2)	Single Family Residential – 3 (SR-3)	Single Family Residential – 4 (SR-4)	Single Family Residential – 6 (SR-6)	Two Family Residential – 6 (TR-6)	Multi-Family Residential – 12 (MR-12)	Multi-Family Residential – 24 (MR-24)	Mobile Home – Residential – 8 (MH-8)	Neighborhood Mixed Use (NMU)	Community Mixed Use (CMU)	Urban Mixed Use (UMU)	Downtown Mixed Use (DMU)	Industrial Park (IP)	Light Industrial (LI)	General Industrial (GI)	Research and Development (RD)	Campus Development (CD) Central Area	Campus Development (CD) Peripheral Area	Land Uses Permitted: Refer to the detailed definitions and requirements listed for each land use on the following pages.  P: By Right C: By Conditional Use Permit
P	P	P	P	P	P	P	P	P	P		P								(4) In-Family Suite
					C	C	C	C	C		C								(5) Accessory Dwelling Unit
P																			(6) Farm Residence
C																			(7) Migrant Employee Housing
P	P	P	P	P	P	P	P	P	P	P	P	P					P	P	(8) Residential Accessory Building
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(9) Nonresidential Accessory Building
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(10) Recreational Facility
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(11) Landscape Feature
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(12) Deck
P	P	P	P	P	P	P	P	P	P	P	P								(13) Residential Kennel
P																			(14) Residential Stable
P													P	P	P				(15) Outdoor Wood Boiler
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			(16) On-Site Parking
P									P	P	P	P	P	P	P	P			(17) Company Cafeteria
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	(18) Onsite Ancillary Use

SECTION 10. Section 18-65 (1) and (2) of the Marshfield Municipal Code is hereby amended to read as follows:

**Section 18-65: Accessory Land Uses and Structures**

- (1) Minor Home Occupation: Economic activities performed within a residence. Examples include personal and professional services. Minor Home Occupations are intended to provide a means to accommodate a small home-based family or professional business without the necessity of a Conditional Use Permit or rezoning from a residential to a business district. Minor Home Occupations

are limited to low intensity service-oriented businesses and businesses with a minimal number of short customer visits.

Regulations:

- (a) The Minor Home Occupation shall be conducted only within the enclosed area of the dwelling unit or garage.
  - (b) There shall be no exterior evidence of the Minor Home Occupation, no exterior alterations which change the character of the structure as a single family dwelling unit, and no signage identifying the Home Occupation.
  - (c) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, vibration, electrical interference, traffic congestion, or other nuisances resulting from the Home Occupation.
  - (d) Except for one vehicle and one trailer, no storage or display of materials, goods, supplies, or equipment related to the operation of the Minor Home Occupation shall be visible outside any structure located on the premises.
  - (e) Minor Home Occupations shall not involve the use of commercial vehicles for more than occasional delivery of materials to or from the premises.
  - (f) Minor Home Occupations may occupy no more than 10 percent of the floor area of the dwelling unit.
  - (g) Detached accessory buildings may only be used for storage and are not counted against the 10 percent allowance.
  - (h) Minor Home Occupations shall be carried out only by members of the immediate family residing on the premises.
  - (i) No structural alterations or construction involving features not customarily found in dwellings are allowed.
  - (j) Minor Home Occupations shall not involve manufacturing, processing, gunsmithing, the repair or dismantling of appliances, vehicles, or motors or construction of equipment and machinery.
  - (k) No Minor Home Occupation shall endanger the public health and safety and shall not interfere with other parcels in the neighborhood.
  - (l) No article may be sold or offered for sale on the premises; samples and goods may be kept, but not sold on the premises. Internet sales and private home or personal item events (such as Tupperware, Mary Kay, or similar events) are permitted and are not considered a Home Occupation.
  - (m) Minimum required parking: No additional spaces required for Minor Home Occupations.
- (2) Conditional Home Occupation: Conditional Home Occupations are intended to provide greater flexibility than Minor Home Occupations in terms of number of employees, number of customer visits, and allowable occupations. For example, retail trade may be conducted in a Conditional Home Occupation, whereas Minor Home Occupations are limited to service-oriented businesses and businesses that do not generate customer visits.

Regulations:

- (a) The Conditional Home Occupation shall be conducted only within the enclosed area of the dwelling unit or garage.
- (b) There shall be no exterior alterations which change the character of the structure as a single family dwelling unit and/or exterior evidence of the Conditional Home Occupation, other than those signs permitted in the district.

- (c) Except for one vehicle and one trailer, no storage or display of materials, goods, supplies, or equipment related to the operation of the Conditional Home Occupation shall be visible outside any structure located on the premises.
- (d) There shall be no detriments to the residential character of the neighborhood due to the emission of noise, odor, smoke, dust, gas, heat, vibration, electrical interference, traffic congestion, or other nuisances resulting from the Conditional Home Occupation.
- (e) The Plan Commission may grant exceptions to any of the above requirements (a) through (d).
- (f) Conditional Home Occupations may occupy no more than 50 percent of the floor area of the dwelling unit including the garage.
- (g) Conditional Home Occupation dwellings are limited to be a maximum of 3,000 square feet including the basement.
- (h) Conditional Home Occupations may employ one employee not residing at the home.
- (i) Under no circumstances shall a vehicle repair shop or body work business qualify as a Conditional Home Occupation.
- (j) No Conditional Home Occupation shall endanger the public health and safety and shall not interfere with other parcels in the neighborhood.
- (k) Minimum required parking shall be reviewed at the time of conditional use permit review.
- (l) Conditional Home Occupations must be reviewed by the Building Inspector and shall meet Wisconsin Commercial Building Code requirements.
- (m) Sale or transfer of the property shall cause the conditional use permit to be null and void.

SECTION 11. Savings Clause. If any provision of this Ordinance shall be less restrictive than applicable state statute or in conflict with such statutes, as they exist at passage hereof or as they may hereafter be amended, then, in such case, the state statute shall supersede the provision hereof to the extent applicable.

SECTION 12. Severability. If any provision of this Ordinance is found to be unconstitutional or otherwise contrary to law, then such provision shall be deemed void and severed from the Ordinance and the remainder of this Ordinance shall continue in full force and effect.

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

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Chris L. Meyer, Mayor

APPROVED: \_\_\_\_\_

ATTEST: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

Deb M. Hall, City Clerk



# City of Marshfield Memorandum

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TO: Finance, Budget, and Personnel Committee  
FROM: Josh Miller, City Planner  
DATE: July 21, 2015

RE: Budget Resolution No. 16-2015 to approve expenditures for the Safe Routes to School Program.

## **Background**

As part of the Safe Routes to School Program, one of the events we do each year in October is the Walk/Bike to School Challenge with the elementary school students. This event provides incentives to encourage kids to walk or bike to school, or complete a similar activity in order to qualify for various levels of prizes. The prizes include water bottles, reflector strips, t-shirts, bike helmets, and a new bike. The more days the student participates, the greater prize level he or she is eligible for.

Historically, the costs to put on the event range from \$1,200-\$2,000 to purchase prizes and incentives. The program has either been funded by grant dollars or donations by local area businesses. In the past, we have partnered with Healthy Lifestyles, Marshfield Area Coalition to accept donations and therefore, have not needed a City expenditure account for the Safe Routes program. This year, Nasonville Dairy has generously donated \$4,000 to the program to ensure that we can give away a bike for each participating school. Last year, we were able to give away three bikes because of donations from local businesses. Before that, we were giving away only one bike per year. Additionally, TEAM Sporting Goods has also generously donated \$270 for the program.

## **Analysis**

The Finance Department has created a revenue account to place the money in, however, until an expenditure is approved by the Common Council, we cannot spend the money on the prizes needed for the program. So far we have \$4,270 from the two businesses and we don't anticipate additional money coming in, however, we wanted to request a budget resolution for \$5,000 just in case additional businesses or groups would like to support this program. We will not be spending any more than the amount donated.

**Recommendation**

Staff recommends that the Committee approve Budget Resolution No. 16-2015 and thank Kim and Ken Heiman from Nasonville Dairy as well as the staff at TEAM Sporting Goods for their generous donations to the program.

**Attachments**

1. Budget Resolution No. 16.2015

Concurrence:



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Steve Barg  
City Administrator



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Keith Strey  
Finance Director

BUDGET RESOLUTION NO. 16-2015

A resolution changing the 2015 budget of the City of Marshfield, Wisconsin.

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

1. That the sum of \$5,000 is hereby transferred from Safe Routes to School Program Donations, a/c#1014800070.700000 to the Planning & Economic Development budget, a/c #1015690170.702671.
  
3. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED \_\_\_\_\_  
Mayor

APPROVED \_\_\_\_\_  
Attest – Deputy City Clerk

PUBLISHED \_\_\_\_\_

DETAIL OF BUDGET RESOLUTION NO. 16-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund Miscellaneous Revenue, a/c# 1014800070.700000:

1. 48500 – Donations	\$ 5,000
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TRANSFERRED TO:

General Fund Planning & Economic Development, a/c# 1015690170.702671:

1. 57330 – Prizes & Awards	\$ 5,000
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\* \* \* \* \*



# City of Marshfield Memorandum

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TO: Finance, Budget and Personnel Committee  
FROM: Jason Angell, Director of Planning & Economic Development  
DATE: July 21, 2015

RE: Budget Resolution No.18–2015 and associated service contract

## **Background**

The City has been approached by a developer that is looking to improve the area near existing TIF District #9. In order to allow the development to move forward, the developer has requested that the City consider expanding the district boundaries to incorporate the subject property and utilize the funding mechanism contained within TIF to allow the project to move forward.

## **Analysis**

Based upon initial conversations with the Common Council, staff has obtained a proposal from Vierbicher who would assist the City in completing the TIF amendment process. The attached proposal/service contract outlines the scope of services and provides an estimated 60-day timeframe to complete the work. The cost for these services is estimated at \$11,900 and would be considered a TIF eligible expense.

Although the FBP Committee is asked to approve a budget resolution, it should be noted that staff is not proposing any new borrowing for this work. Instead we are proposing that we utilize a portion of the previously borrowed funds in TIF 9 that have yet to be spent. These funds were borrowed in late 2014 for a project that ultimately never occurred – 2<sup>nd</sup> strip mall between Dunkin Donuts and Burger King.

## **Staff Recommendation**

Staff requests the following two approvals:

1. Approve the contract for services with Vierbicher for work related to expanding the boundaries of TIF 9 and authorize staff to execute the contract.
2. Approve Budget Resolution No. 18-2015

Concurrence:

Steve Barg, City Administrator

Keith Strey, Finance Director

BUDGET RESOLUTION NO. 18-2015

A resolution changing the 2015 budget of the City of Marshfield, Wisconsin.

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

1. That the sum of \$11,900 is hereby transferred from Fund Balance Applied, a/c #4344900008.080000 to the TID #9 Central Ave & Ives Street Fund Urban Development, a/c #4345662008.080000.
2. That upon the adoption of this resolution by a two-thirds vote of the entire membership of the COMMON COUNCIL, and within ten (10) days thereafter, the CITY CLERK publish notice of this change in the official newspaper.

ADOPTED \_\_\_\_\_  
Mayor

APPROVED \_\_\_\_\_  
Attest – Deputy City Clerk

PUBLISHED \_\_\_\_\_

DETAIL OF BUDGET RESOLUTION NO. 18-2015 BY OBJECT NUMBER

**TRANSFERRED FROM:**

- 1. TID #9 Central Ave & Ives Street Fund, a/c #4344900008.080000:
  - a. 49300 – Fund Balance Applied \$ 11,900

**TRANSFERRED TO:**

- 1. TID #9 Central Ave & Ives Street Fund, a/c #4345662008.080000:
  - a. 52100 – Professional Services \$ 11,900

\* \* \* \*



July 15, 2015

Jason Angell  
Director of Planning & Development  
City of Marshfield  
630 S. Central Avenue  
Marshfield, WI 54449

Re: Agreement to Amend Tax Increment District (TID) No. 9 or Create TID No. 10

Dear Mr. Angell:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide Tax Increment District planning services to the City of Marshfield (Client).

## **I. PROJECT UNDERSTANDING**

The Client wishes to encourage new investment in and around the Marshfield Mall and existing TID No. 9. Consultant will assist Client in evaluating whether to create a new TID or amend the existing TID No. 9. Consultant will assist Client with the process of either creating a new TID or amending TID No. 9. Consultant understands TID No. 9 is a blight-elimination TID and a new TID is also likely to be a blight-elimination TID. The proposal would essentially re-create defeated TID #8. Upon initial examination it appears that a new blight determination study, nor a new boundary description would be needed as the work done previously may be suitable for reuse.

One of the projects proposed for the TID is realignment of an existing storm sewer. The Client would like Consultant to prepare an opinion of probable cost for this project. The Client would like to complete this TID process by Sept. 30<sup>th</sup>, 2015.

## **II. SCOPE OF SERVICES**

1. Discuss and develop TID options, project lists, financial projections, timelines, and responsibilities with City staff. Draft TID boundary and Project Plan in consultation with City staff and provide draft of Plan and boundary to Plan Commission for initial discussion.
2. Consultant shall provide an opinion of probable cost to realign a storm sewer pipe within the project area.
3. Prepare and coordinate publishing of notices and agendas for Public Meetings and Public Hearing related to the TID creation process.

4. Coordinate with the Client, Technical College, School District, and County on Joint Review Board representation, meeting schedule, and Tax Increment Financing information.
5. Facilitate a meeting of the Joint Review Board to review an initial draft proposal to create or amend the TID.
6. Revise draft TID boundary and Project Plan in response to initial Plan Commission comments and provide an updated draft TID Plan to the Plan Commission for a Public Hearing on the proposed TID Project Plan.
7. Draft TID Project Plan for discussion at the Plan Commission Public Hearing shall include:
  - a. Statement of the type, number, and location of the proposed public works or improvements within the district.
  - b. Economic feasibility study.
  - c. Detailed list of estimated project costs.
  - d. Description of finance methods and estimated timeline for costs or monetary obligations.
  - e. Maps showing existing land use, proposed land use, existing and proposed zoning, conditions of the property, and proposed improvements within the TID boundary.
  - f. Proposed changes in zoning ordinances.
  - g. Present and potential value of property.
  - h. Comparison of program to the master plan, official map, building codes, and local ordinances.
  - i. List of estimated non-project costs.
  - j. Statement of a proposed method for the relocation of any displaced persons.
  - k. Statement indicating how creation of the TID promotes the orderly development of the community.
8. Present a summary of the TID creation/amendment at the public hearing and be available to respond to questions or issues that arise during the hearing.
9. Prepare final Project Plan and boundary map as recommended by the Plan Commission.
10. Prepare City Council adoption resolutions and required findings. Provide final Project Plan draft to City for discussion by the City Council.
11. Facilitate a meeting of the Joint Review Board to solicit input and to obtain a final decision regarding creation of the TID.
12. Submit a copy of the Project Plan, TID map, legal notices, and Legal Requirements Reports to the Department of Revenue and the Client.

13. Submit two (2) copies of the final TID Project Plan to the Client, along with an electronic copy suitable for reproduction.

### **III. SERVICES NOT PROVIDED AS PART OF THIS PROJECT**

- A. In addition to the "Services Not Provided as Part of This Contract" section indicated in the attached General Terms and Conditions, the following services are not included as part of this work.
  1. Preparation of a blight determination study.
  2. Preparation of a legal description of the TID boundary.
  3. Project cost estimates other than those specifically identified in section II.
  4. Services related to implementation of projects including financing, development agreements, design, permitting, and other related implementation activities.

### **IV. INFORMATION PROVIDED BY OTHERS & CLIENT RESPONSIBILITY**

- A. The Client will solicit public input and will work with Consultant to develop an appropriate TIF program.
- B. The Client will review TIF program materials and schedule meetings and public hearings in a timely manner.
- C. The Client will provide planning studies, TIF reports, and blight findings that relate to the area proposed for the TID, as well as a legal description for the boundary of former TID No. 8. Client will also provide cost estimates for project costs other than those to be provided by Consultant as described in section II 2.
- D. The Plan Commission will review and recommend a final TIF program to the City Council for adoption.
- E. The City Council will accept a TIF program and take appropriate action.
- F. The Client will convene a Joint Review Board.
- G. The Client and Client's Assessor will provide property and tax information; and prepare and submit the Base Year Package to the Department of Revenue.
- H. The Client will provide the services of their attorney to review all elements of the TID creation process and project plan; and provide an opinion whether the plan is complete and complies with state statute required by Wisconsin Statute 66.1105.
- I. The Client will review cost estimates for project costs to be included in the project plan including land acquisition, infrastructure improvements, utility extensions, etc.
- J. The Client will provide copies of all studies, reports, and other available information that may be helpful in the creation of the TID.
- K. If a whole parcel of real property needs to be split on the tax roll to accommodate the amendment of the TID, the Client will be responsible for facilitating the parcel split.
- L. The Client will be responsible for obtaining the financing for the TID projects.

M. The Client will pay for all newspaper publications costs.

## V. SCHEDULE

Consultant anticipates completion of the TID creation/amendment process by Sept. 30, 2015 assuming authorization to proceed is received from Client by July 17, 2015. A preliminary timetable is included with this document.

## VI. SCHEDULE OF DELIVERABLES

- A. Notices and agendas for public meetings.
- B. Resolutions
- C. PDF copies of draft documents throughout the process will be provided to Client for printing and distribution.
- D. Two (2) hard copies of the final TID project plan for the Client, along with an electronic copy suitable for reproduction.
- E. Copy of the project plan, TID map, legal notices, and legal requirements reports for the Department of Revenue and the Client.

## VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Gary Becker, CEcD, Project Manager. He, along with other personnel, will provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Gary.

The Client designates Jason Angell, Director of Planning & Development, as its representative. Consultant will direct all communications that have a substantive impact on the project to Jason.

## VIII. FEES

The estimated fee to provide the scope of services described herein is: **\$11,900**. Consultant will not bill beyond this estimate without authorization from the Client. Consultant will promptly notify the Client if additional effort is required beyond that anticipated by the described scope of services.

The above fee includes five meetings in the City of Marshfield:

- Staff meeting, site visit *and Plan Commission meeting #1*: Discuss first draft of a new or amended TID project plan, budget, and projects.
- *Joint Review Board (JRB) meeting #1*: Introduce draft TID Project Plan, confirm JRB chair, confirm at-large JRB member.
- *Plan Commission meeting #2*: Public hearing to discuss draft TID plan and boundary.
- *City Council meeting*: Discuss adoption of TID plan and boundary
- *Joint Review Board meeting #2*: Consider adoption of TID No. 3 Project Plan.

The above fee estimate is for a TID of up to 10 parcels. Reimbursable expenses are included in the above stated fees. **All fees associated with this contract are eligible for recovery from the TID.**

**IX. GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions dated 7/1/14 and attached hereto are incorporated herein by reference.

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Madison office. Should you have any questions or require any additional information, please feel free to contact us.

Sincerely,



Gary Becker, CEcD  
Project Manager

Enclosure: General Terms and Conditions

**AUTHORIZATION TO PROCEED**

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

By: \_\_\_\_\_  
Jason Angell, Director of Planning &  
Development  
City of Marshfield  
416 Freemont Street  
Marshfield, WI 54166

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Consultant

  
\_\_\_\_\_  
Gary Becker, CEcD  
Project Manager  
Vierbicher Associates, Inc.  
999 Fourier Drive, Suite 201  
Madison, WI 53717

\_\_\_\_\_  
July 15, 2015  
Date

\_\_\_\_\_  
Witness

© 2015 Vierbicher Associates, Inc.

**CITY OF MARSHFIELD**  
**TAX INCREMENT DISTRICT CREATION/AMENDMENT**

Preliminary Summary of Activities and Timetable  
Updated: 7/15/15

Action	Party Responsible	Date
1. <b>City Council Meeting:</b> Authorization to proceed with creation/amendment of TID.	City Council	7/14/15
2. Staff meeting and site visit.	City Staff/ Vierbicher	7/21/15
3. <b>Plan Commission Meeting:</b> <ul style="list-style-type: none"> <li>• Review TID budget, boundary, blight determination and Project Plan elements</li> <li>• Schedule Plan Commission public hearing for TID (if no major further discussion needed)</li> </ul>	Vierbicher/ City Staff / Plan Commission	7/21/15
4. Prepare Draft TID Project Plan, resolutions, preliminary TID budget.	Vierbicher	7/15/15 – 8/05/15
5. Letters to taxing jurisdictions confirming JRB appointments.	Vierbicher	8/05/15
6. JRB notice to newspaper.	Vierbicher	8/20/15
7. Public hearing notice to newspaper.	Vierbicher	8/20/15
8. Mail out JRB packets.	Vierbicher	8/24/15
9. Send hearing notices to taxing entities.	Vierbicher	8/24/15
10. Publish notice for TID JRB meeting ( <i>Class I</i> )	Newspaper	8/27/15
11. Publish notice for TID boundary & Project Plan public hearing ( <i>Class II</i> )	Newspaper	8/27/15 9/3/15
12. Send letter to property owners within TID boundary ( <i>at least 15 days prior to hearing</i> ).	City Staff	8/28/15
13. <b>JRB – First Meeting on TID Creation/Amendment:</b> Confirm chairperson and at-large member, discuss draft TID Project Plan and boundary ( <i>at least 5 days after publication of JRB meeting notice; latest date 14 days after first notice of Public Hearing</i> )	Vierbicher / City Staff / JRB	9/1/15 to 9/10/15
14. <b>Plan Commission Meeting:</b> <ul style="list-style-type: none"> <li>• Public hearing – TID boundary and Project Plan (<i>at least 7 days after last insertion of public notice</i>)</li> <li>• Consider adoption of TID boundary and Project Plan, refer to City Council for Approval</li> </ul>	City Staff / Plan Commission	9/15/15
15. Provide information to City Attorney for attorney opinion letter.	Vierbicher	9/18/15
16. <b>City Council Meeting:</b> <ul style="list-style-type: none"> <li>• Review TID boundary and Project Plan</li> <li>• Consider approval of TID boundary and Project Plan (<i>Not less than 14 days after public hearing</i>)</li> </ul>	City Staff / City Council	9/30/15 (special)
17. JRB notice to newspaper	Vierbicher	TBD
18. Mail out JRB packets.	Vierbicher	TBD
19. Publish JRB meeting notice.	Newspaper	TBD
20. <b>JRB – Final Meeting on TID Creation/Amendment:</b> Approval of TID boundary and Project Plan by JRB ( <i>At least 5 days after publication of meeting notice and within 30 days of City Council approval</i> )	City Staff / JRB	TBD
21. Notify DOR of TID creation/amendment.	City Staff	Following JRB
22. Submit TID boundary and Project Plan package to Wisconsin Department of Revenue (with \$1,000 certification fee)	City Clerk/ Assessor	By Oct 31, 2015

The official newspaper of the City of Marshfield is the Marshfield News-Herald, published 7 days. Notices should be sent by the day prior to publication – 888-774-7744. Plan Commission meets the 3<sup>rd</sup> Tuesday of each month. City Council meets 2<sup>nd</sup> & 4<sup>th</sup> Tuesday at 7:00 p.m.

**VIERBICHER ASSOCIATES, INC. (CONSULTANT)  
GENERAL TERMS AND CONDITIONS OF SERVICES**

**1. Services Not Provided as Part of This Contract**

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

**2. Hazardous Environmental Conditions**

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

**3. Additional Services**

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard contract.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

**4. Client's Responsibility**

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- D. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.

- E. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- F. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- G. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- H. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

**5. General Considerations (for projects involving construction)**

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

**6. Fees**

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.
- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90

days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.

- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant will make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

## 7. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

## 8. Insurance

### A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

### B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

### C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

## 9. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or

expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of express or implied warranty.

- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

## 10. Use of Documents

All documents prepared or furnished by consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

## 11. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized used by Client or others acting through Client.

## 12. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

## 13. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the

industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

**14. Standard of Care**

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

**15. Termination**

The obligation to provide further services under this Agreement may be terminated:

**A. For Cause**

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
  - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
  - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
  - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

**B. To Discontinue Project**

By Client effective upon the receipt of notice by Consultant.

**C. Reimbursement for Services**

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

**16. Force Majeure**

Neither party shall be deemed in default of this Agreement to the extent that any delay of failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

**17. Successors Assigns and Beneficiaries**

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation,

**18. Municipal Financial Advisor Services**

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

**19. Controlling Laws**

This Agreement is to be governed by the laws of the state in which the project is located.



# Memo

TO: Finance

Date: July 14th, 2015

**Duffy's Aircraft**  
400 West 29th Street  
Marshfield, WI 54449  
T 715-387-2211  
F 715-384-5251  
[jeff@duffysaircraft.com](mailto:jeff@duffysaircraft.com)  
[www.duffysaircraft.com](http://www.duffysaircraft.com)

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From: Jeff Gaier

Regarding: Invoice from the Bureau of Aeronautics

We are requesting a budget resolution for an unexpected higher bill than anticipated from the Wisconsin Bureau of Aeronautics in the amount of \$8334.00. This bill is for the remainder of our share for the land purchase of the Power Pac property covered by the airport's clear zone easement, and the clean-up of the Grosbier property that the Bureau recently purchased for the airport.

We were anticipating the Grosbier clean up portion of the bill, but not the Power Pac property purchase for this year. We were anticipating that the litigation for the Power Pac property would go into 2016. As it stands, the judge ruled on the litigation for the Power Pac property and Power Pac has removed their race track. This action seems to imply that they will not proceed with additional appeals.

The Wisconsin Bureau of Aeronautics is proceeding with the purchase of the Power Pac property that is covered by the airport clear zone. They will conduct several survey studies before a new offer to purchase the Power Pac property can be made. Unfortunately, their previous data from 2013 can not be used as it has passed the statute of limitations for the survey data.

At this time we do believe that the existing airport budget could absorb this bill. Line item 101-53510-33-52500 (the Airport Repair/ Maintenance Service).

If you have any questions or concerns, please let me know.

Thank you.

Jeff Gaier - Airport

# Memo

**Duffy's Aircraft**  
**400 West 29th Street**  
**Marshfield, WI 54449**  
**T 715-387-2211**  
**F 715-384-5251**  
[jeff@duffysaircraft.com](mailto:jeff@duffysaircraft.com)  
[www.duffysaircraft.com](http://www.duffysaircraft.com)



DETAIL OF BUDGET RESOLUTION NO. 19-2015 BY OBJECT NUMBER

TRANSFERRED FROM:

General Fund, Airport Budget, a/c# 1015351033.330000:

1. 52500 – Repairs & Maintenance	\$ 8,334
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TRANSFERRED TO:

General Fund, Airport Budget, a/c# 1015351033.330000:

1. 58810 – Land	\$ 8,334
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\* \* \* \*



Division of Transportation  
Investment Management  
PO Box 7914  
Madison, WI 53707-7914

Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: 608-266-3351

Facsimile (FAX): 608-267-6748

May 27, 2015

MARSHFIELD MUNICIPAL AIRPORT  
DUFFY GAIER, MANAGER  
400 W 29<sup>TH</sup> STREET  
MARSHFIELD WI 54449

**Marshfield Municipal Airport**

Federal Airport Project 3-55-0039-08

Land acquisition for runway approach protection (parcels 42,43,44,45 and 49); airport planning study; crackseal airfield pavements and necessary related work.

Dear Mr. Gaier:

To date our records indicate we have received \$23,657.00 towards your share of this project. Please send us a check in the amount of \$8,334.00 to pay for your remaining share of this project, as indicated in the State Finding signed 4/18/11, Superseding Findings signed 3/28/12 and 5/5/14, Directives signed 6/28/13 and 5/26/15.

This amount represents your estimated share of project costs. If project costs differ from original estimates, we may request additional funds or return funds to you at a later date.

Please follow the instructions on the attached invoice when sending your check. If you have questions regarding this billing, contact us.

Sincerely,

A handwritten signature in blue ink that reads "Tamera Weaver".

Tamera Weaver  
(608) 267-7110  
[tamera.weaver@dot.wi.gov](mailto:tamera.weaver@dot.wi.gov)

TJW  
800dev.dot/r.03/11/15



Division of Business Management  
 Bureau of Business Services  
 PO Box 7366  
 Madison, WI 53707-7366

(608) 267-3145

**INVOICE**

**69054**

Invoice Date:

5/29/2015

HAROLD GAIER, MGR.  
 MARSHFIELD MUNICIPAL AIRPORT-ROY SCHWERY FIE  
 400 W 29TH ST  
 MARSHFIELD, WI 54449

Account #: MARS5  
 Customer P.O.#:

<i>Description</i>	<i>Qty</i>	<i>Unit Price</i>	<i>Amount</i>
MARSHFIELD MUNICIPAL AIRPORT FEDERAL AIRPORT PROJECT 3-55-0039-08 LAND ACQUISITION FOR RUNWAY APPROACH PROTECTION (PARCELS 42,43,44,45 AND 49) AIRPORT PLANNING STUDY CRACKSEAL AIRFIELD PAVEMENTS AND NECESSARY RELATED WORK	1	\$8,334.000	\$8,334.00

Total:	\$8,334.00
State Sales Tax:	\$0.00
Local Sales Tax:	\$0.00
Stadium Tax:	\$0.00
<b>Invoice Total:</b>	<b>\$8,334.00</b>
Paid:	
<b>Balance Due:</b>	<b>\$8,334.00</b>

(Please refer to the above invoice number for all inquiries) - Retain this part for your records

Invoice Number: 69054      Balance Due: \$8,334.00      **AMOUNT PAID:** \_\_\_\_\_

Date: 5/29/2015

Make checks payable to:  
 Wisconsin Dept. of Transportation

Mail To:  
 Wisconsin Dept. of Transportation  
 Bureau of Business Services  
 P.O. Box 7366  
 Madison, WI 53707-7366

\*\*\*\* For proper credit, return this part with your remittance \*\*\*\*