

**COOPERATIVE BOUNDARY PLAN**

**THE CITY OF MARSHFIELD  
AND  
THE TOWN OF CAMERON**

**APRIL, 2000**

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*This is the only  
complete approved  
master!! Keep  
in tact!!*

Admi  
C.uce

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February 14, 2000

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630 South Central Avenue  
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Mr. Roger W. Clark  
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Re: City of Marshfield and the Town of Cameron Cooperative Boundary Plan

Dear Mike and Roger:

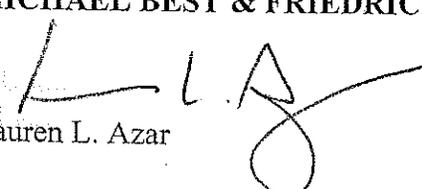
Enclosed please find the latest draft of the Cooperative Boundary Plan between the City of Marshfield and the Town of Cameron. Changes were made based on our most recent telephone conference call and based on comments received from the Department of Administration. Please review this document and call me with your suggested revisions.

We are still awaiting receipt of the Town's initial authorizing resolution and an affidavit of mailing on the same. Accordingly, those documents are missing from Tabs 13 and 14. Moreover, we did not recopy the 1997 Cooperative Plan and Agreement because everyone should already have received, at least, one copy of this Agreement. Please place your copy at Tab 2. *Done*

We appreciate your assistance in this matter. Should you have any questions, please give me a call at the above number.

Very truly yours,

**MICHAEL BEST & FRIEDRICH LLP**

  
Lauren L. Azar

Enclosures

cc: William F. White

LLA:lmf

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# COOPERATIVE BOUNDARY PLAN

## CITY OF MARSHFIELD AND THE TOWN OF CAMERON

APRIL, 2000

This Cooperative Boundary Plan ("Plan") has been prepared and approved by the City of Marshfield (the "City"), with offices located at 630 South Central Avenue, Marshfield, Wisconsin 54449, and the Commission of the Marshfield Electric and Water Department (the "Utility"), with offices located at 2000 South Roddis Avenue, Marshfield, Wisconsin 54449, and the Town of Cameron (the "Town"), with offices located at 10820A Highway 13 South, Marshfield, Wisconsin 54449 (collectively referred to as "the Parties").

### INTRODUCTION

On January 14, 1997, to expand its Mill Creek Business Park, the City approved an ordinance annexing an area located in the southern half of Section 20, T25N, R3E in the Town of Cameron, Wood County, Wisconsin. To accommodate the infrastructure costs for this expansion, in March 1997, the City created a tax incremental finance district under the powers granted in Wis. Stat. § 66.46. (A copy of the PROJECT PLAN AND BOUNDARY DESCRIPTION for TID No. 5—"TID Plan"—is attached hereto at Tab 1.)

On April 10, 1997, the Town challenged this annexation through a lawsuit filed in Wood County Court. The City and Town negotiated the boundary issues encompassed by the lawsuit plus additional boundary issues. These negotiations resulted in two documents. First, on August 27, 1997 and under the powers granted in Wis. Stat. § 66.30, the Parties executed a Cooperative Plan and Agreement ("Agreement" attached hereto at Tab 2) encompassing certain portions of Sections 20, 21 28, 29 and 30, T25N, R3E in the Town. Second, pursuant to powers granted under Wis. Stat. § 66.027, the Parties executed a Stipulation to Change Boundaries to settle the annexation litigation. ("Stipulation" attached hereto at Tab 3). The Court filed the Stipulation with its final judgment on June 19, 1998.

Under both the Agreement and the Stipulation, the Parties agreed to prepare, process and receive approval for a cooperative boundary plan under the powers granted in Wis. Stat. § 66.023. To accomplish that goal, the Parties have prepared this Plan.

### PURPOSE OF THE PLAN

Wis. Stat. § 66.023 provides that all Cooperative Boundary Plans have

"the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order,

convenience, prosperity or the general welfare, as well as efficiency and economy in the process of development.”

It is with this purpose that the Parties have prepared and adopted this Plan.

## **ORGANIZATION OF THE PLAN**

To ensure compliance with Wis. Stat. § 66.023, each section of this Plan relates to and references a specific statutory section. Some of the statutory requirements are location-specific while others are generic and pertain to all of the boundary changes collectively. Accordingly, this Plan initially discusses the areas encompassed by this Plan and addresses some Wis. Stat. § 66.023 requirements on a location-specific basis. Then, the Plan addresses the remaining statutory requirements as they apply collectively to all boundary changes.

### **I. THE PROPOSED BOUNDARY CHANGES AND SITE-SPECIFIC INFORMATION AS REQUIRED UNDER WIS. STAT. § 66.023.**

All of the boundary changes encompassed by this Plan are located at the northern boundary of the Town of Cameron adjacent to the City of Marshfield. (See the map attached hereto at Tab 4.) This Plan encompasses boundary changes in four areas, entitled as follows:

- Vobora Farm;
- No Contest Area;
- City Growth Area; and
- Joint Planning Area

The existing uses in these areas of the Town are primarily agricultural with some residential and commercial. The targeted area lies adjacent to the southern boundary of the City containing the Mill Creek Business Park.

#### **A. VOBORA FARM**

The City intends to expand the Mill Creek Business Park into all lands formerly and currently known as Vobora Farm. To accomplish this, the City has already annexed half of the farm and will soon annex the remainder of the farm in accordance with this Plan.

##### **1. Description of Area and Boundary Change** (Wis. Stat. § 66.023(3)(d)(1).)

Vobora Farm has, in part, already been and the remainder will be detached from the Town and attached to the City in the manner set forth in this Paragraph I.A. The Vobora Farm is legally described at Tab 5 and shown on the scale map attached hereto at Tab 4. The Vobora Farm is bordered on the west by State Trunk Highway 13, on the north by East 29th Street, on the south by U.S. Highway 10 and on the east by a line parallel to and one-quarter mile west of Washington Avenue all lying in a portion of Section 20 of the Town of Cameron. (Agreement, ¶ 1.)

The easterly half of Vobora Farm currently has one commercial building and the infrastructure improvements for future industrial-park development. The westerly half of Vobora Farm is currently vacant, but was most recently used for agricultural purposes. The lands to the east and south of Vobora Farm are primarily agricultural. The current land uses to the west are agricultural with some commercial and residential. The lands to the north have industrial, storage and transportation uses.

The easterly one-hundred (100) acres, more or less, of the Vobora Farm was annexed to the City and detached from the Town pursuant to the annexation-of-owned-territory procedures set forth in Wis. Stat. § 66.025. (Agreement, ¶ 1.) The tax-incremental-finance district encompasses this entire one hundred acres. (TID Plan, p. 5.)

The westerly one-hundred (100) acres of Vobora Farm, more or less, will be detached from the Town and attached to the City upon the State of Wisconsin Department of Administration's ("DOA") approval of this Plan pursuant to Wis. Stat. § 66.023. (Agreement, ¶ 1.) According to the TID Plan, the City intends to expand its tax-incremental-finance district to include the westerly hundred acres of Vobora Farm. (TID Plan, p. 6.)

**2. Conditions for Change**  
(Wis. Stat. § 66.023(3)(d)(2).)

In Vobora Farm, the Town will not directly or indirectly oppose any annexations, detachments or attachments of properties in the Town nor will it financially support any person, organization or other entity opposing such annexations, attachments or detachments. (Agreement, ¶ 2.C.)

As conditions for adopting this Plan, the Parties agreed to the following conditions for the Industrial Park as built on the Vobora Farm. (All references to the "Industrial Park" only pertain to that portion of the park that is or will be located on Vobora Farm.)

**a. Nikolay Drive**

On September 7<sup>th</sup>, 1999 the Town conveyed to the City all of its rights, title and interest with appropriate warranties of title, in and to the northerly two (2) rods of Nikolay Drive. (See Tab 6 for a copy of the deed.) The City will thereafter publicly dedicate said private drive when and if appropriate dedications and conveyances are made for the southerly two (2) rods. (Agreement, ¶ 5.B.)

**b. Entrance to the Industrial Park**

The Parties agree to meet, discuss and cooperate on a common design for the proposed entrance to the Industrial Park to be located at the northwest corner of Vobora Farm which exits on what is now known as Nikolay Private Drive. This cooperation shall include arrangements for the purpose and/or dedication of the street. However, the final decision on the location and design of the entryway remains with the City. (Agreement, ¶ 5.A.)

**c. Restrictive Covenants for the Industrial Park**

On April 27, 1999, the City recorded with the Wood County Register of Deeds restrictive covenants ("Covenants") to regulate various aspects of the Industrial Park on the Vobora Farm including use and design restrictions. (See Tab 7 for a copy of the recorded Covenants.) Under these Covenants, the Town is entitled to designate a voting member on the Covenants Committee that is the regulatory body charged with approving building plans within the Industrial Park. As of the drafting of this plan, the Covenant Committee has met three times and currently has the following members:

- Nate Norberg (formerly Richard Daniels) Mayor for the City
- Daniel Knoeck, Director of Public Works
- Chris Jockheck, Common Council Representative
- James Schreiner, Town of Cameron Representative
- Barb Fleisner, Director of the Marshfield Chamber of Commerce and Industry.

(The minutes for these meetings can be found at Tab 8.)

The City agrees that it will not violate the recorded Covenants established for the Industrial Park. The City reserves the right to amend the Covenants to respond to changed economic circumstances, to implement reasonable business decisions, or to further other legitimate reasons related to the sound financial operation of the Industrial Park. The Covenants may not be amended without the approval of the Town's representative on the Covenants Committee. The Town's representative on the Covenants Committee shall not unreasonably withhold its approval of any such amendments. The Town acknowledges that the City may enforce its right to amend the Covenants through seeking extraordinary relief in a court of competent jurisdiction in the event the City believes that the Town representative on the Covenants Committee has unreasonably withheld its consent to any amendment. The Town hereby waives any right to receive a notice of claim under Wis. Stat. § 893.80 prior to the City initiating such action. The Town will cooperate fully with the City in the extraordinary relief proceeding. (Agreement, ¶ 4.)

**3. Schedule for Change**  
(Wis. Stat. § 66.023(3)(d)(3).)

The easterly one hundred (100) acres of Vobora Farm has already been annexed. The westerly one-hundred (100) acres will be annexed upon the DOA approval of this Plan. (Agreement, ¶ 1.)

**4. Services & Infrastructure**  
(Wis. Stat. § 66.023(3)(d)(5).)

The City has already completed the infrastructure improvements along Business Park Avenue in the Industrial Park. According to the timeline presented at Tab 9, the City will install municipal water and sanitary sewer service to the remainder of the Industrial Park. The Town will, upon request of the City, promptly grant appropriate easements within the Town to the City for installation of said sewer and water infrastructure improvements in accordance with the TID Plan. (Agreement, ¶ 6.)

A description of the roadway, utility and other infrastructure improvements for the Industrial Park are included within the TID Plan. (TID Plan, pp. 9-13.) A timeline for these improvements can be found at Tab 9. Utility infrastructure and roadway improvements to the Industrial Park will be brought from the north and will be paid for with tax incremental financing funds in accordance with the TID Plan. (One commercial building, Donnelly Marketing – A First Data Company, has already been constructed in the Industrial Park; the benefits of the tax-incremental financing began to accrue with this building.) The City agrees not to specially assess benefited property owners in the Town who are located north of the Industrial Park for such roadway and utility infrastructure improvements. Further, the City will be responsible for maintenance to all utilities installed within the road right-of-way north of the Industrial Park. If utility maintenance requires disturbance of the roadway surface, then the City shall also repair and replace such roadway surface to then-current Town Standards. The Town shall be responsible for all routine roadway maintenance and plowing. (Agreement, ¶ 5.C.)

Until August 27, 2012, the City shall not make charges or special assessments for the installation of either sewer or water mains to be located within the Town that are identified in the TID Plan. Charges to property owners will be made for construction of lateral connections, but no connection will be allowed until the properties are annexed to the City. (Agreement, ¶ 6.F.)

**5. Compatibility with Surrounding Community**  
(Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

The proposed use of Vobora Farm as an industrial park will take advantage of the nearby transportation links and employment base. The entire area will be integrated mixed use. Joint planning for the adjacent area to the south, as discussed later, will ensure compatible uses with the developing surrounding community.

**6. Consideration of Compactness of Area**  
(Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

The proposed Industrial Park will be contiguous with an existing industrial area to the north. The compactness, therefore, is appropriate for the intended use.

**B. NO CONTEST AREA**

**1. Description of Area and Boundary Change**  
(Wis. Stat. § 66.023(3)(d)(1).)

The “No Contest Area” contains all properties within Section 20 lying east of Vobora Farm. (Agreement, ¶ 2.A.) The No Contest Area is shown on the map attached hereto at Tab 4 with a legal description attached hereto at Tab 10. The No Contest Area is currently used for agriculture with some mixed commercial and residential uses.

This area is available for the City’s growth. The City may annex properties within the No Contest Area as allowed by statute and any annexations within that area will not be opposed by the

Town. (Agreement, ¶ 2.A.) The No Contest Area is a subset of the larger City Growth Area as defined *infra* on pages 6 to 9.

**2. Conditions for Change**  
(Wis. Stat. § 66.023(3)(d)(2).)

For the No Contest Area, the City need only meet statutory requirements prior to a boundary change, no additional conditions are required. In this area, the Town will not directly or indirectly oppose any annexations, detachments or attachments of properties in the Town nor will it financially support any person, organization or other entity opposing such annexations, attachments or detachments. (Agreement, ¶ 2.C.)

**3. Schedule for Change**  
(Wis. Stat. § 66.023(3)(d)(3).)

Until August 27, 2012, as allowed by statute, the City may expand into the No Contest Area without challenges from the Town. (Agreement, ¶ 2.A.)

**4. Compatibility with Surrounding Community**  
(Wis. Stat. §§ 66.023(3)(d)4 and 66.023(5)(c)(4).)

The No Contest Area will allow the City to pursue orderly and compatible development in the area. The entire area will be integrated mixed use. As discussed later, joint planning for the adjacent area to the south will ensure compatible uses with the developing surrounding community.

**5. Consideration of Compactness of Area**  
(Wis. Stat. §§ 66.023(3)(d)4 and 66.023(5)(c)(4).)

The No Contest Area is adjacent to and contiguous with the Industrial Park. The compactness, therefore, is appropriate for the intended use.

**C. CITY GROWTH AREA**

**1. Description of Area and Boundary Change**  
(Wis. Stat. § 66.023(3)(d)(1).)

The City Growth Area encompasses the No Contest Area and also includes all other property, beside Vobora Farm, remaining within Section 20 of the Town of Cameron. (Agreement, ¶ 2.B.) The City Growth Area is shown on the map as attached at Tab 4 with a legal description at Tab 11. The City Growth Area is currently industrial and commercial with limited residential on septic. Thus far, no land use controls or planning have been utilized in this area.

**a. No Contest Area**

The boundary changes within the No Contest Area are described above.

**b. City Growth Area Excluding the No Contest Area**

That portion of the City Growth Area lying outside of the No Contest Area shall remain within the Town for a period not to exceed 15 years from the execution date of this Plan except as provided within Paragraph I.C.2.b. (Agreement, ¶ 2.B.i.) Any properties within this area which are not annexed within fifteen (15) years from the date of this Plan shall be detached by the Town and attached to the City. (Agreement, ¶ 2.B.iv.) Each municipality shall promptly and in good faith take all necessary actions to effectuate this attachment and detachment of such territory. (Agreement, ¶ 2.B.iv.)

**2. Conditions for Change (Wis. Stat. § 66.023(3)(d)(2) and Schedule for Change (Wis. Stat. § 66.023(3)(d)(3).)**

**a. No Contest Area**

The conditions and schedule for change within the No Contest Area are described above on page 6.

**b. City Growth Area Excluding the No Contest Area**

That portion of the City Growth Area lying outside of the No Contest Area shall remain within the Town for a period not to exceed 15 years from the execution date of this Plan except as provided below:

- By petition: For a period of fifteen (15) years after the execution of this Plan, the City may annex only those properties within this area for which property owners have submitted a petition for direct annexation pursuant to Wis. Stat. § 66.021. The City may not initiate nor involuntarily annex any such properties unless such properties were included within the property owner's petition for annexation. (Agreement, ¶ 2.B.i.)
- Boundary Changes Triggered by Demand for Sewer and Water: For a period of fifteen (15) years after the execution of this Plan, the City shall require annexations of property where individual property owners or residents demand municipal sanitary sewer or municipal water service to their property. (Agreement, ¶ 2.B.iii.)

For a period of 15 years after the execution of this Plan, the City shall share revenues with the Town for those properties within the City Growth Area but outside of the No Contest Area that are annexed under this Paragraph I.C.2.b. For these properties, the City shall remit to the Town on or before January 10 of each year, an amount equal to the then-current mill rate of the Town as applied against the general property tax assessment existing on the date of annexation for any such properties annexed to the City. Such revenue sharing obligations shall expire without further action by the City on the 15<sup>th</sup> year anniversary of the execution of this Plan. The revenues shared shall be prorated on a daily basis based on time for the initial year of annexation and for the year revenue sharing terminates. (Agreement, ¶ 2.B.ii.)

In the City Growth Area outside of the No Contest Area, the Town will not directly or indirectly oppose any annexations, detachments or attachments of properties in the Town nor will it financially support any person, organization or other entity opposing such annexations, attachments or detachments. (Agreement, ¶ 2.C.)

**3. Services and Infrastructure**  
(Wis. Stat. § 66.023(3)(d)(5).)

**a. Water, Sewer and Fire Protection**

Only utility service to property owners abutting the utility installations within the Town will be made available for connection to the Utility. Lateral connections shall only be allowed upon annexation of the benefited properties to the City. However, water lines will be connected to fire hydrants within the City Growth Area for the purpose of fire protection and fire protection solely for the benefit of abutting Town property owners within the City Growth Area. The Town shall remain primarily responsible for fire protection within the Town and the City Growth Area. (Agreement, ¶ 6.C.)

With the exception of lateral municipal-water connections, the City agrees not to specially assess benefited property owners in the Town who are also within the City Growth Area north of the Industrial Park for utility infrastructure improvements. (Agreement, ¶ 5.C.)

The City will allow a water main to be installed westerly from the intersection of Cherry Avenue, on Prashak Street, to the intersection of Cedar Avenue and thereafter north on Cedar Avenue to 29th Street. This water main shall provide for hydrants at normal intervals for the purpose of being available for fire protection services to abutting property owners within the Town; provided, however, that the Town shall remain primarily responsible for fire protection within the Town and the City Growth Area. Such installation shall be at the sole cost and expense of the Town per the City's water utility specifications and requirements. The Town shall submit its plans and specifications for approval by the City prior to construction. All construction will be undertaken by a contractor approved by the City in its sole discretion. Upon completion of construction, ownership of the infrastructure improvements shall be dedicated to the Utility. Hydrant rental charges will be paid by the Town upon invoice from the City and will be equal to the standard charges made by the City's Electric and Water Department to City residents. The Town shall have sole discretion to determine how payment for the water main will be made and whether or not to specially assess benefited property owners in the Town for the improvements. (Agreement, ¶ 6.D.)

The Town shall allow the City the right to install utility infrastructure improvements that conform to the TID Plan within Cherry Street and other lands within the Town regardless whether the DOA approves this Plan. The Town shall grant appropriate easements upon the City's request to facilitate implementation of this Subparagraph 3. (Agreement, ¶ 6.G.) Maintenance of the utilities installed within the road rights-of-way of Cherry Avenue shall be the responsibility of the City. (Agreement, ¶ 6.A.)

## **b. Roadways**

The City agrees not to specially assess benefited property owners in the Town who are also within the City Growth Area north of the Industrial Park for roadway improvements.

(Agreement, ¶ 5.C.) No charges or special assessments shall be made by the City to the Town or any property owner in the Town for the construction of the roadway known as Cherry Avenue between 29th Street and Industrial Park because such roadway improvements are paid for with tax incremental financing funds. (Agreement, ¶ 6.F.)

Disruption of road surface on Cherry Avenue will be repaired and replaced at the City's sole cost and expense. During construction of any roadway, the City will be responsible to provide access to affected property owners. The City agrees that the roadways from 29th Street to Nikolay Private Drive will be surfaced with an asphalt service of no less than two (2) compacted two-inch layers of asphalt and will be constructed to Town Standards. The contractor specifications for backfilling any trench under the roadways require granular material and be compacted as set forth in existing Town specifications. During the term of this Plan, all maintenance and plowing on those portions of the roadways that are reconstructed shall be at the sole cost and expense of the Town. However, if the City disturbs roadway surfaces to fulfill its utility maintenance responsibilities, the surfaces will be restored and repaved to then-current Town Standards. In any area where the City has disturbed the roadway, the City shall remain responsible to restore any portion of the roadway where it is determined that the necessary repair/restoration has resulted from a failure of proper surfacing, subgrade, or base course. Such repairs shall be deemed to be beyond ordinary maintenance. (Agreement, ¶ 6.A.)

The Parties shall meet, discuss and develop the necessary and appropriate regulation of the streets within the Town on Cherry Avenue and Cedar Avenue which lay north of the Industrial Park; (Agreement, ¶ 5.A.) The Town and the City shall use reasonable efforts to regulate traffic and limit the use of Cherry Avenue and Cedar Avenue for access to the Industrial Park. As discussed later on page 13, the Parties request that the Joint Commission recommend changes to the City regarding traffic regulations and patterns in the Industrial Park. (Agreement, ¶ 5.A.)

### **4. Compatibility with Surrounding Community** (Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

The City Growth Area's industrial and commercial uses will be contiguous to the soon-to-be-developed industrial park on Vobora Farm.

### **5. Consideration of Compactness of Area** (Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

Though areas serviced only by septic systems are often spread out, the City Growth Area is surprisingly compact.

## D. JOINT PLANNING AREA

### 1. Description of Area and Boundary Change (Wis. Stat. § 66.023(3)(d)(1).)

The Joint Planning Area ("JPA") is located to the south and to the east of all other areas encompassed by this Plan. The JPA is legally described at Tab 12 and is shown on the scale map attached hereto at Tab 4. It currently has minimal residential use while the majority of the area is undeveloped rural lands.

Boundary changes within the JPA cannot occur except under the conditions specified in Subparagraph D.2.

### 2. Conditions for Change and Schedule for Change (Wis. Stat. § 66.023(3)(d)(2) and Wis. Stat. § 66.023(3)(d)(3).)

Until August 27, 2012, the City shall not initiate any annexations within the JPA. However, direct annexations initiated by a property owner within the JPA under Wis. Stat. § 66.021, may be approved and accepted by the City. (Agreement, ¶ 3.A.)

The JPA has been created to ensure that the land uses, at the evolving boundary between the City and Town, can accommodate both the City's and the Town's planned uses for the area. The City and Town have agreed to the following in order to accomplish this goal:

- ❖ Building Permits Until August 27, 2000 the Town agrees not to issue any building permits within the JPA for which an on-site sanitary sewer system permit is required, without the approval of the Joint Commission constituted below. (Agreement, ¶ 3. B.)
- ❖ Joint Commission
  - Creation and Appointments As of the drafting of this Plan, the Parties are establishing a Joint Commission. The commissioners must meet the appointment qualifications set forth in Wis. Stat. § 62.23(7a)(c). (Agreement, ¶ 3. C.) The Town and City may change the membership of the Joint Commission from time to time in a manner consistent with Wis. Stat. § 62.23(7a). (Agreement, ¶ 3. D.)
  - Duties: The Joint Commission shall meet at least monthly and shall:
    - if the City elects in its sole discretion to exercise extra-territorial zoning controls over all or part of the JPA, then this body will constitute the joint commission required under Wis. Stat. § 62.23(7a) (Agreement, ¶ 3. C. 1.);

- Approve the issuance of building permits as specified above (Agreement, ¶ 3. C.2.);
  - Review proposed land divisions within the JPA for compliance with the subdivision ordinances applicable to the land division. Each municipality shall designate the Joint Commission as its reviewing authority for land subdivision under Wis. Stat. § 236.10(3) (Agreement, ¶ 3. C. 3.);
  - By August 27, 2000, prepare or cause to be prepared a comprehensive master plan and map for the JPA and a proposed zoning map for the JPA (Agreement, ¶ 3. C. 4.); and
  - Review and recommend changes to any traffic regulations within the Industrial Park, City Growth Area and JPA to relieve traffic congestion (Agreement, ¶ 3. C. 5.).
- Costs of the Commission: All costs of the Joint Commission operations, including any consultants hired to prepare the master plan and map and the zoning map, shall be paid for equally by the Town and City. (Agreement, ¶ 3. D.)
- Term of the Commission: The Joint Commission shall exist until August 27, 2012 unless extended by the Parties. (Agreement, ¶ 3. D.)

**3. Compatibility with Surrounding Community**  
(Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

The Joint Commission will determine the land use for the JPA. One of the goals in determining this land use will be compatibility with surrounding communities.

**4. Consideration of Compactness of Area**  
(Wis. Stat. §§ 66.023(3)(d)(4) and 66.023(5)(c)(4).)

As with the goal for compatibility, it will be the responsibility of the Joint Commission to ensure that the JPA is appropriately compact.

## **II. ADDRESSING THE STATUTORY REQUIREMENTS AS THEY APPLY COLLECTIVELY TO ALL PROPOSED BOUNDARY CHANGES**

### **A. SERVICES**

(Wis. Stat. § 66.023(3)(d)(5).)

#### **1. Description of Water, Sewer and Fire Protection**

Where the water and sewer mains of the City cross through the Town, service lateral installations will be constructed if property owners or other third parties agree to pay for installation of said service laterals; provided, however, that no connection to the City sewer and water system shall be allowed without annexation of the benefited properties to the City. The City will install water hydrants at normal intervals (as within the City boundaries) where a water main is installed in the Town. (Agreement, ¶ 6.B.)

Even though the installation of sewer and water pipes shall pass through Town property, these pipes are not "available" for the connection of residents or property owners within the Town without annexation to the City except for the hydrant installation as established above. (Agreement, ¶ 6. E.)

#### **2. Schedule for Services**

(Wis. Stat. § 66.023(3)(d)(6).)

The installation of sewer and water pipes shall be completed as development occurs or as indicated at Tab 9.

#### **3. Adequacy of Services**

(Wis. Stat. §§ 66.023(3)(d)(7) and 66.023(5)(c)(3).)

Properties joining the City may obtain sewer and water as they annex. Those properties will also be served by City fire protection upon annexing to the City. Houses remaining within the Town will retain their current source of sewer and water. The Town will continue to provide police and fire services to these properties.

### **B. PARTICIPATING MUNICIPALITIES**

(Wis. Stat. § 66.023(3)(d)(8).)

The City of Marshfield and the Town of Cameron are the municipalities participating in this Plan.

### **C. PRESERVATION OF HISTORIC DISTRICTS AND ARCHEOLOGICAL SITES**

(Wis. Stat. § 66.023(3)(c)(6).)

No historic districts are included within the area encompassed by this Plan. No known archeological sites are included within the area encompassed by this Plan

**D. ENVIRONMENTAL CONSIDERATIONS**

(Wis. Stat. § 66.023(3)(dm)(1-3, 5) and § 66.023(5)(c)(5m).)

**1. Significant Adverse Consequences to the Natural Environment**

This Plan will have no significant adverse consequences to the air, water or soils of this state. No known threatened or endangered plant and animal species are present within the area encompassed by this Plan.

This Plan will not contribute to urban sprawl because of both the joint planning and the predictability of accretions to the urban core. Use of municipal sewer and water will encourage compactness of development.

**2. Alternatives Considered**

The Town and City compared the environmental impacts of additional unsewered properties with the provision of municipal sewer and water. Both municipalities believe this Plan will improve the environment by decreasing the number of unsewered properties. The Town considered and, because of cost considerations, rejected its own municipal water and sewer source.

In addition to protecting the environment, the provision of municipal services will also bring the Town up to City standards.

**3. Compliance with Environmental Laws**

This Plan is compatible with all applicable state and federal environmental laws.

**E. HOUSING CONSIDERATIONS**

(Wis. Stat. § 66.023(3)(dm)(4-5); § 66.023(5)(c)(5m).)

No impact on housing, in general, is expected nor on affordable housing, in particular.

The City's Comprehensive Master Plan Update (updated September 13, 1994) notes that its southern residential districts consist of several scattered smaller neighborhoods separated by vacant or underutilized land. The City's Master Plan Update recommends infilling the large number of vacant parcels which have been "leap-frogged" by successive subdivisions.

If nearby housing is needed for any jobs created by the expansion of the City's Industrial Park, then the underutilized land in the southern portion of the City could certainly accommodate additional housing through infill. Moreover, the Joint Commission has been charged with developing a comprehensive master plan, map, and proposed zoning map for the Joint Planning Area. Should any unforeseen impacts on housing occur by this Plan, the Joint Commission can assist with responding to any such residential needs.

**F. COMPATIBILITY WITH EXISTING LAWS**

(Wis. Stat. § 66.023(3)(e).)

**1. State and Federal Laws**

This Plan is compatible with all applicable state and federal laws.

**2. County Shoreland Zoning**

This Plan is compatible with the Wood County Shoreland Wetland Zoning Ordinance.

**3. Municipal Regulations and Plans**

This Plan is compatible with all applicable municipal regulations of the Town and the City, as well as with the plans of the Town and the City.

**4. Administrative Rules**

This Plan is compatible with all applicable rules within the Wisconsin Administrative Code. Any approvals or permits required under Wis. Admin. Code ch. NR 110 for the expansion of the sewer system will be obtained.

**G. PLANNING PERIOD**

(Wis. Stat. § 66.023(3)(f).)

The planning period for most areas encompassed by this Plan was triggered by the Agreement and it, therefore, extends until August 27, 2012. However, the planning period for the City Growth Area excluding the No Contest Area extends for fifteen (15) years from the execution of this Plan. Though Wis. Stat. § 66.023(3)(f) notes that the traditional planning period is ten years, the Town and City prefer the stability and predictability that a fifteen (15) year period affords.

**H. PUBLIC HEARINGS, NOTICES AND RESOLUTIONS**

(Wis. Stat. § 66.023(4).)

**1. Authorizing Resolution**

On June 10, 1997, the City passed Resolution # 97-56 authorizing its participation in the preparation of this Plan and on August 27, 1997, the Town passed a similar resolution. (Copies of the resolutions are attached hereto at Tab 13.) Pursuant to Wis. Stat. § 66.023(4)(a), a notice of each resolution was timely provided to the following entities:

- The Wisconsin Department of Commerce;
- The Wisconsin Department of Natural Resources;
- The Wisconsin Department of Agriculture, Trade and Consumer Protection;
- The Wisconsin Department of Transportation;

- The Clerks of “any municipality, school district, technical college district, sewerage district or sanitary district which has any part of its territory within 5 miles of a participating municipality”;
- The clerk of each county in which a participating municipality is located; and
- Any county zoning agency under s. 59.69(2) or regional planning commission whose jurisdiction includes a participating municipality.

(An affidavit of mailing is attached hereto at Tab 14.)

## **2. Public Hearing**

On May 11, 1999, a joint public hearing on the Plan was held. (The minutes of that hearing are attached hereto at Tab 15.) No public comments were received at the public hearing. A class 3 notice of this joint public hearing was duly published on April 19, April 26 and May 3, 1999. (A copy of the notice and the certification of publication are attached hereto at Tab 16.) Notices of the joint public hearing were also mailed to the following entities on April 19, 1999 via U.S. Mail:

- The Wisconsin Department of Administration;
- The Wisconsin Department of Natural Resources;
- The Wisconsin Department of Agriculture, Trade and Consumer Protection;
- The Wisconsin Department of Transportation;
- The Clerks of “any municipality, school district, technical college district, sewerage district or sanitary district which has any part of its territory within 5 miles of a participating municipality”; and
- The clerk of each county in which a participating municipality is located.

(An affidavit of mailing is attached hereto at Tab 17.)

Notice of the May 11, 1999 Public Hearing was provided to and written comments on the Plan were elicited from “the county zoning agency under s. 59.69(2) or regional planning commission whose jurisdiction includes a participating municipality.” (A copy of the request and their written responses are included at Tab 18.) These were the only written comments received on the Plan.

## **3. Adopting Resolution**

After duly considering the public comments received, the Parties adopted the Plan on the following dates:

City:	June 9, 1999;
Utility:	June 30, 1999; and
Town:	July 13, 1999;

Based upon suggestions submitted by the DOA, the Parties reformatted the Plan as it appears now and reconfirmed their adoption of the Plan as reformatted. (Copies of the resolutions are attached hereto at Tab 19.)

# Tab 1

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Final pass  
3/25/97

# City of Marshfield, Wisconsin

## TID No. 5 Project Plan and Boundary Description



**Vandewalle & Associates**  
Planning Design & Development Consultants  
402 West Lakeside Street  
Madison, Wisconsin 53718  
(608) 255-3988  
(608) 255-0814 (Fax)

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## SECTION I. INTRODUCTION

The project plan for Tax Increment Financing District #5 (TID #5) in the City of Marshfield, Wisconsin, has been prepared in compliance with Section 66.46, Wis. Stats. The project plan establishes the need for the project, lists the proposed improvements within the district, provides an estimated time schedule for completion of the project and an estimated budget. This project plan is to be adopted by resolution of the City Council on the recommendation of the City Plan Commission to be the official plan and guide for public and private sector development within the boundaries of TID #5.

Implementation of the project plan and construction of the proposed improvements listed will still require a case-by-case authorization by the City Council. Public expenditures for projects listed in the project plan should and will be based on market conditions and the status of development at the time a project is scheduled for construction. The City Council is not mandated to make the public expenditures described in this plan, but is limited to spending no more than the total estimated cost herein projected. Changes in the proposed project, requiring increased budget expenditures exceeding the total estimated cost in Table 1, will require a formal amendment to the project plan with public review (including meetings with the Joint Review Board and Plan Commission public hearing) and City Council approval. Redistribution of project costs within the total budget estimate will not require amendments to the plan, provided that the projects meet the purpose and intent of the district.

The current status of TIF districts in Wisconsin state legislation allows a district to have a seven-year spending period with twenty-three (23) years to retire the district

or sixteen (16) years after the date of the last expenditure. In addition, the district boundary may be amended once during the first seven years of the TIF district. Any spending within the amended area may take place for only three years after the boundary amendment is adopted by the City Council. Consequently, the City must amend the boundary by the end of the fourth year of the TIF district in order to take advantage of the full three years of spending within that amended area. In addition, all spending must be completed within the seven-year spending period. The City may also amend the project costs at any time during the seven-year spending period.

It is the intent of the City to continually monitor the State legislative changes regarding Section 66.46, Wis. Stats. in order to determine its potential effect on this and future TIF Districts within the City of Marshfield.

As required by Section 66.46(4)(f), Wis. Stats., a copy of this project plan will be submitted to the Department of Revenue and used as the basis of their certification of Tax Increment District #5 in the City of Marshfield.

**SECTION II. DESCRIPTION OF HOW TAX INCREMENT DISTRICT #5 WILL PROMOTE THE ORDERLY DEVELOPMENT OF THE CITY OF MARSHFIELD**

Tax Increment Financing District #5 has been created for the purpose of promoting the orderly development of the City of Marshfield. The specific purpose of TID #5 is to finance the construction of streets and utilities within the Mill Creek Business Park and also provide incentives necessary for industrial recruitment and growth.

The City of Marshfield is a major community within the region. Business of regional and national reputations are located in the community. The Marshfield Clinic is probably the most renown business in the community, attracting thousands of patients and visitors to the community each year.

Marshfield is also the site for manufactured homes businesses as well as transportation and trucking and other manufacturing companies. Location within this region has attracted businesses that service the Twin Cities as well as southern and southeastern Wisconsin and northern Illinois.

The Mill Creek Business Park land was recently purchased. The intent of the design is for the specific purpose of providing quality, easily-accessible industrial and business sites for businesses wanting to locate within the region. The City currently has an industrial park for medium to heavy industrial uses. The Mill Creek Business Park will afford the City the opportunity to recruit higher end businesses and office-type uses through the establishment of covenant-controlled and highway accessible and visible properties.

The Mill Creek Business Park is located on USH 10 and STH 13, south of the City. There is a significant amount of traffic which travels along these major

transportation corridors. The location of the Business Park is viewed as prime due to excellent visibility and access.

It is important that the establishment of an aggressive but careful marketing strategy and eventual implementation of the Mill Creek Business Park marketing plan be accomplished in order to successfully complete the intent of this business park. Successful implementation of the marketing plan as well as recruitment of high quality businesses will greatly contribute to the orderly growth of the community.

The City is unable to construct the needed infrastructure for Business Park development without the use of tax increment financing due to the cost of developing this infrastructure and services. It is for this reason that the City of Marshfield is proposing the creation of Tax Increment Financing District No. 5.

With the creation of TID #5, the City of Marshfield will remain competitive with surrounding communities in attracting new industry by being able to offer fully-serviced, attractive lots for industries and businesses wishing to relocate and/or expand within the community. This development will contribute to the balanced growth of the City.

### SECTION III.

### TAX INCREMENT DISTRICT BOUNDARY DESCRIPTION AND EQUALIZED VALUES

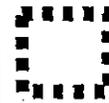
The boundaries of TID #5 are officially designated on Map 1 on the following page. The Business Park will be developed in two phases. Approximately one hundred (100) acres of the proposed Mill Creek Business Park are currently being annexed into the City of Marshfield. Phase 1 will include these 100 acres on the eastern portion of the City-owned property, fronting on USH 10. It is the intent of the City to annex the remaining 100+ acres which will constitute Phase 2 improvements and development. This second annexation is intended to be accomplished in the very near future. At that point, the City will amend the TIF district boundary to include this newly-annexed area and potentially other properties which would logically fulfill the long-range planning and economic development efforts and goals of the City.

Tax Increment District #5 has an equalized base value of zero because the property is City owned. As of January 1, 1996, TID Nos. 2 and 3 had a current value of \$1,106,800. TID No. 4 was created in 1996. January 1, 1997 values will be available from the Department of Revenue in August, 1997.

The City has approximately \$45,000,000 of total capacity, less the value of the existing TIF districts, to create any new districts. Even with the creation of TIF District No. 5, the City has ample capacity to create additional TIF(s). However, the City should carefully monitor the TIF District status on an annual basis to determine future TIF capacity.

# City of Marshfield, Wisconsin TIF District #5

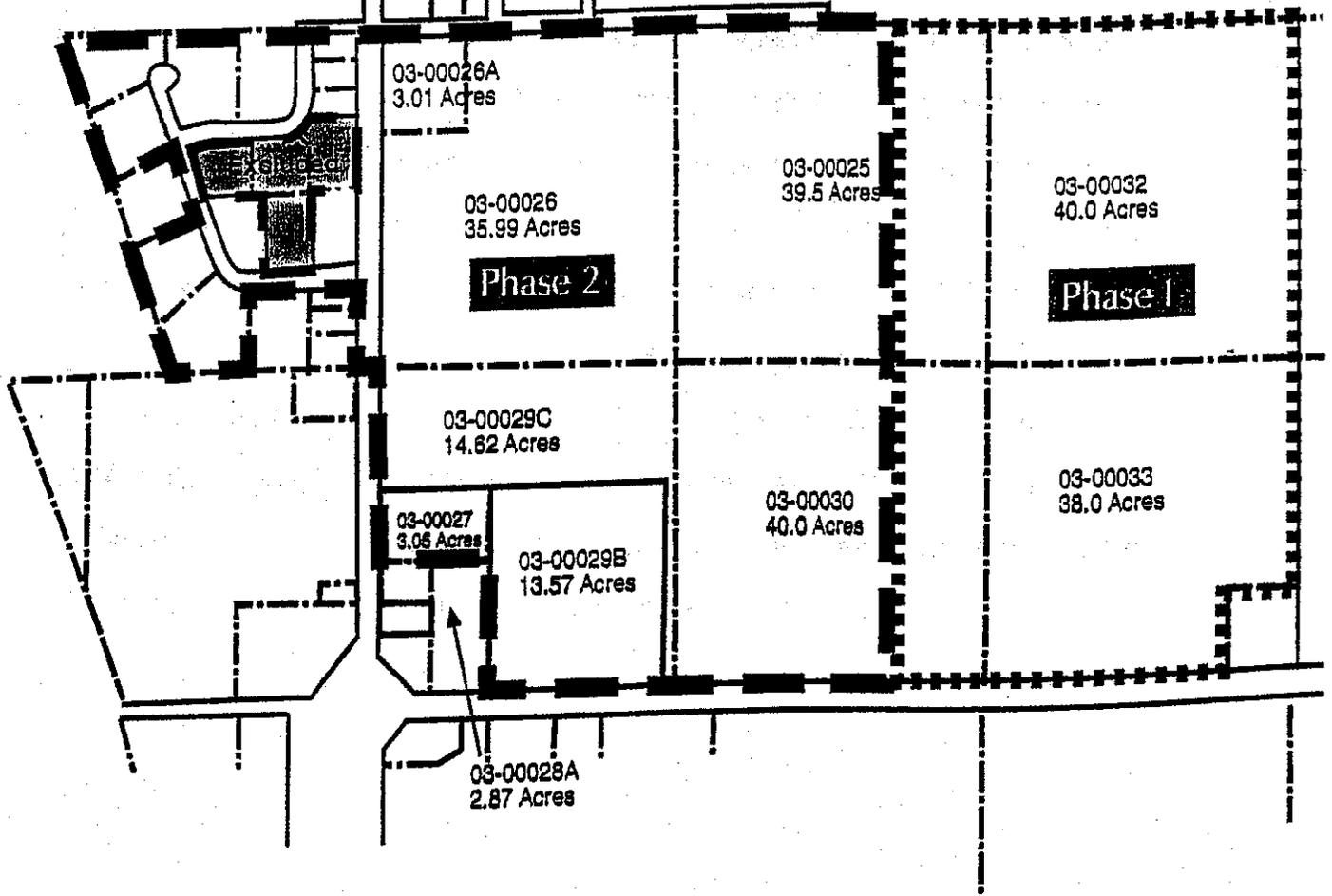
Map #1  
Proposed Boundary,  
TIF District #5



Phase 1



Phase 2



#### **SECTION IV. EXISTING USES AND CONDITIONS OF REAL PROPERTY**

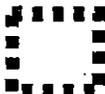
Map 2, on the following page, shows that the lands within Tax Increment Financing District #5 are currently vacant and have been in agricultural use. Upon annexation, the land use and zoning will meet the requirements of being suitable for industrial development as required by Section 66.46(4)(gm)(4), Wis. Stats.

The land use of abutting properties to the west are primarily agricultural with some commercial and residential. The land to the east and south is also primarily agriculture. The land to the north of Phase 1 is in the City and is the well field. Special consideration is given to protecting this area through restricted uses within the covenants as well as a wellhead protection ordinance which is anticipated to be adopted in the very near future. Lastly, the land north of the proposed Phase 2 is currently in the Town and is developed in heavier industrial-type and storage and transportation uses.

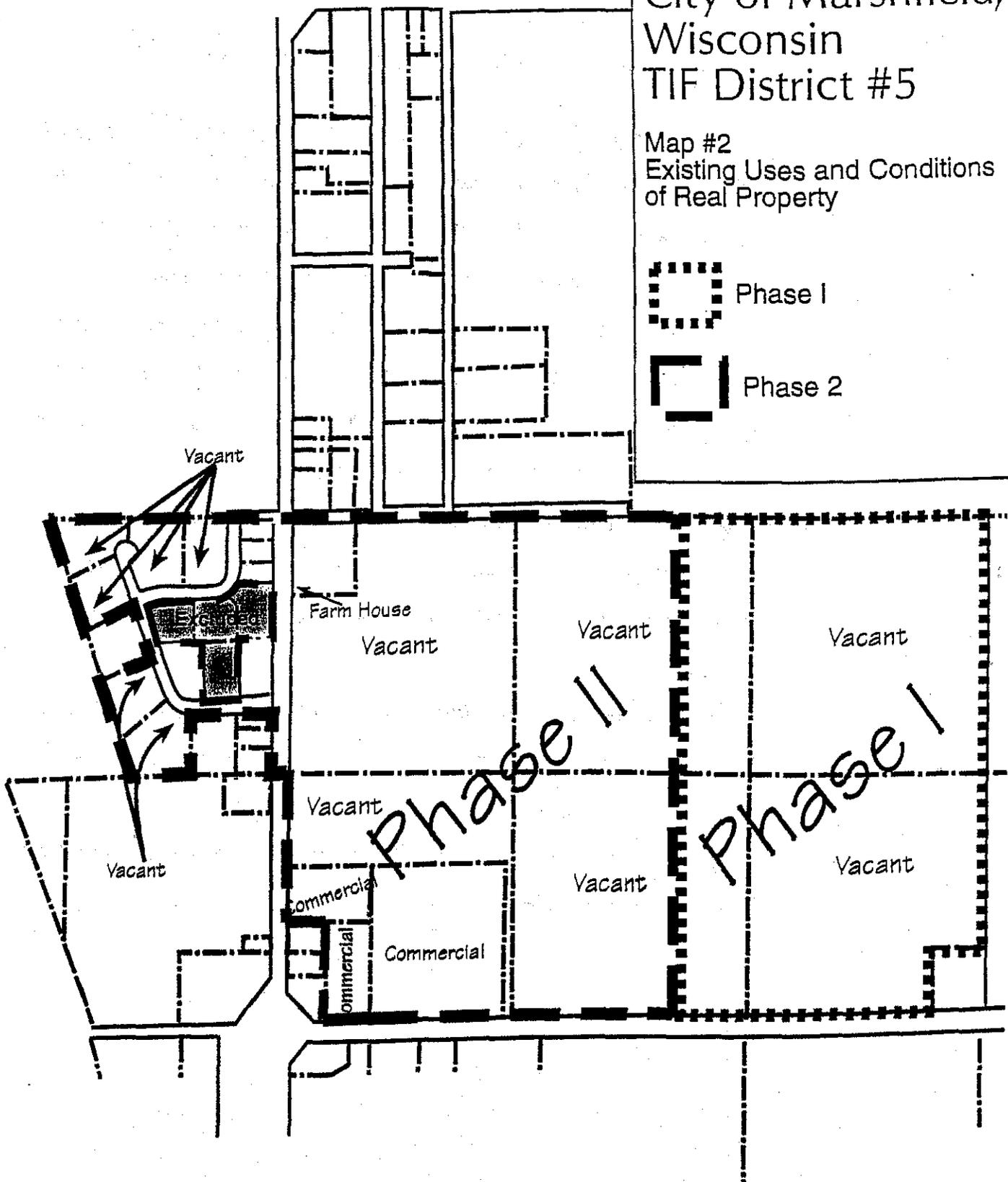
The Mill Creek Business Park is fronted by USH 10 on the south and STH 13 on the west. These highways are direct links to Central Wisconsin and USH 51 to the east and connect with Interstate 90/94 to the south. Both are considered major linkages to the state's highway system. Location along these two highways provides excellent transportation access to the region and entire state.

City of Marshfield,  
Wisconsin  
TIF District #5

Map #2  
Existing Uses and Conditions  
of Real Property

 Phase I

 Phase II



## **SECTION V. PROPOSED PUBLIC WORKS AND ESTIMATED COSTS**

Because it is the intent of the City to annex the remaining 100+ acres of the proposed Mill Creek Business Park within the next year, this TIF project plan is written to provide the overlying taxing jurisdictions with both Phase 1 and Phase 2 improvements, development increment assumptions and economic feasibility analyses.

Phase 1 project costs are included in Table 1. The development assumptions for Phase 1 are in Table 2, located in Section VI. Economic Feasibility Analysis. Tables 3 and 4 are the Phase 1 economic feasibility analysis tables and are also located in Section VI.

Tables in Appendix A are included as part of the project plan to show the new project costs, development assumptions and economic feasibility analysis once Phase 2 is annexed to the City and joined with Phase 1 of the Business Park. The tables in Appendix A are as follows: Table 5 is the project cost table combining Phases 1 and 2 proposed project costs. Table 6 is the development assumptions for both Phases 1 and 2. Tables 7 and 8 combine information in Tables 5 and 6. These tables are located in Appendix A and not in the main body of the project plan because they are not part of the Phase 1 project plan for TID No. 5.

Table 1 describes the proposed public improvements, the estimated time of construction and estimated costs proposed as improvements. Map 3 shows the location of the proposed improvements.

The public improvement costs included in TID #5 are for the development of infrastructure within the Mill Creek Business Park. The cost estimates are based on preliminary engineering estimates that will be refined as the planning for construction and platting of the land proceeds. The cost estimates have been prepared assuming a

25% contingency above hard construction costs. This contingency includes costs for engineering and typical construction contingencies.

Another type of cost included in the Table 1 is for marketing the Business Park. There are currently \$100,000 of funds designated for marketing over the seven-year spending period. The Marshfield Area Chamber of Commerce and Industry is currently soliciting proposals for the development of a marketing strategy and marketing materials to market the Mill Creek Business Park. Careful consideration should be given during the course of developing the marketing strategy. Economic success of the business park rests solely on the types of industries and businesses recruited into the park. Development of a comprehensive marketing strategy and approach and careful, aggressive implementation will be the key to successfully recruiting these businesses. As will be discussed in the economic feasibility analysis, a level of value per acre must be achieved in order to economically cashflow the debt service needed to install the proposed infrastructure. Selective marketing to higher end businesses will assure economic success.

In addition, it is critical that the Industrial Park Authority carefully adhere to the protective covenants proposed for the Mill Creek Business Park. Higher end businesses are very selective in the areas they relocate to. Individual investment in a community needs to be protected, therefore adherence by the Industrial Park Authority to the proposed protective covenants will give assurance to new businesses that their investment will not only be protected but enhanced as time goes on.

Business recruitment incentives have been included as another key project cost throughout the seven-year spending period. An estimated total of \$700,000 has been included. Competition for industrial recruitment within the region is keen. A high quality park is necessary to remain competitive. However, additional incentives are many

times needed to attract desired business to a community. Through creation of the TIF district, the City is committing to construct infrastructure and pay for it through taxes generated from new development within the TIF. The cost of infrastructure is not reflected in the land cost. However, even with this lower land cost, businesses may seek further incentives to locate to Marshfield as they will generally be offered incentive packages from other communities. Consequently, the City of Marshfield should maintain the flexibility of being able to offer additional recruitment incentives, but only if absolutely necessary. The City should reserve those incentives for optimum businesses they are trying to recruit.

Planning, legal and administration costs are the last project costs included in Table 1. Inclusion of these costs are typical in industrially-created TIF districts. It is essential that continued planning take place within the Business Park as it develops and expands. Phase 1 is currently not platted. Conceptual lot layouts have been prepared by the City's planning consultant with cooperation from the City's engineering consultant on this project. Continued refinement of this conceptual lot layout is critical to meet the market demands and needs. Additional planning activities can also include assisting the Industrial Park Authority and/or City with services such as site plan review, preparation of refined lot layouts, recommendations on project funding strategies and other similar activities.

The City will be expending staff time to administer this TIF district. In addition, any legal time associated with the TIF district administration or needed to review documents and implementation of the project plan and establishment of the TIF District and Business Park are also TIF-eligible. The City will be able to recoup these costs by including them in the project plan. Taxes generated from the TIF will pay for these costs rather than taking them out of the general fund and tax levy.

As platting and engineering of Phase 1 improvements take place, the projects and cost estimates will be finalized. The infrastructure improvements in Phase 1 are anticipated to be constructed over a two year period. This construction timeline is based solely on marketing and development of properties within the Park. Phase 2 improvements are anticipated to be constructed over a three year period. This is due to the fact that project expenditures within an amended area must take place within three years of amendment. If the district is amended in 1998, Phase 2 project costs must be expended 3 years after that date or 2001. The City will need to carefully monitor land sales and lot availability prior to making the decision to amend the district as the expenditure timeline within the amended area will then be accelerated.

The estimated year of construction for each of the phases is based upon an assumption that industrial recruitment goes well. The actual construction phasing will be based on an annual review of tax increment revenues. If the tax increment revenue projections are not being met, part of the infrastructure construction may be deferred or not even commenced within the seven-year spending period of this district.

Anticipated Phase 1 non-project costs are private sector improvements which could total \$21,550,000 if all development occurs.

**TABLE 1  
PHASE 1 ESTIMATED PROJECT COSTS**

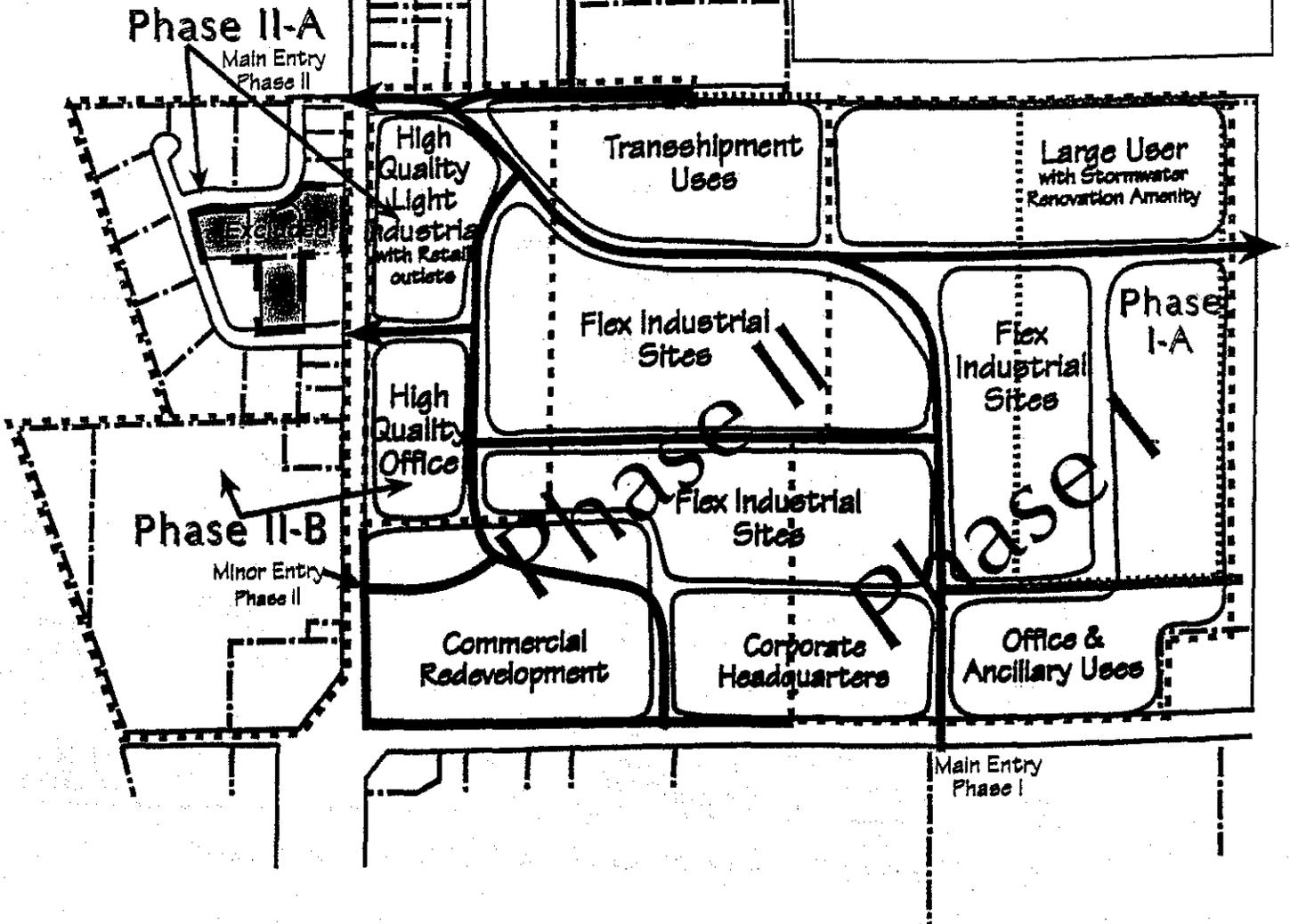
YEAR	PHASE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST	TOTAL ESTIMATED COST
1997	1	Sanitary sewer	\$ 487,000	
		Water mains	330,000	
		Storm water improvements	353,000	
		Street improvements	247,000	
		Entrance & intersection improvements	125,000	
		Street lighting	29,000	
		Site grading	60,000	

YEAR	PHASE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST	TOTAL ESTIMATED COST
		<i>Subtotal Phase 1 Estimated Infrastructure Costs</i>	<i>\$1,631,000</i>	
		Marketing	25,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	30,000	
		<b>SUBTOTAL PHASE 1 ESTIMATED PROJECT COSTS</b>		<b>\$1,786,000</b>
1998	1A	Sanitary sewer	69,000	
		Water mains	116,000	
		Storm water improvements	291,000	
		Street improvements	383,000	
		Street lighting	48,000	
		Site grading	60,000	
		<i>Subtotal Phase 1A Estimated Infrastructure Costs</i>	<i>\$ 967,000</i>	
		Marketing	25,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	30,000	
		<b>SUBTOTAL PHASE 1A ESTIMATED PROJECT COSTS</b>		<b>\$1,122,000</b>
1999	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 1999 PROJECT COSTS</b>		<b>\$ 120,000</b>
2000	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2000 PROJECT COSTS</b>		<b>\$ 120,000</b>
2001	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2001 PROJECT COSTS</b>		<b>\$ 120,000</b>
2002	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2002 PROJECT COSTS</b>		<b>\$ 120,000</b>
2003	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2003 PROJECT COSTS</b>		<b>\$ 120,000</b>
<b>TOTAL PHASE 1 ESTIMATED PROJECT COSTS</b>				<b>\$3,508,000</b>

All infrastructure estimates include 25% for contingencies and engineering.

City of Marshfield,  
Wisconsin  
TIF District #5

Map #3  
Proposed Public Improvements



## SECTION VI. ECONOMIC FEASIBILITY ANALYSIS

The economic feasibility analysis for TID #5 is presented in Tables 3 and 4. Table 3, Phase 1 Economic Feasibility Analysis, Revenue Analysis takes the development increment assumptions from Table 2, below, and projects the amount of tax revenue increments generated over the life of the TIF district. Table 4, Phase 1 Economic Feasibility Analysis, Expenditure Analysis, looks at the project costs listed in Table 1, takes the tax revenue increments as estimated from Table 3, and runs a preliminary cashflow analysis based on a fixed interest rate and rate of inflation. All of the retirement projects are preliminary in nature and will be finalized once bonding has occurred.

The revenue projections in Table 2 are based upon market assumptions of the development increment that will likely occur if the Mill Creek Business Park is aggressively marketed to higher end types of businesses. If this happens, the development increments assumed in Table 2 are considered realistic and conservative. Development increment projections are derived from calculating a value per acre of \$150,000 for 77 acres of industrial land. The second assumption takes into account a per acre value of \$500,000 for 18 acres of office and ancillary uses. These types of uses in Phase 1 are conceptually laid out to front on USH 10. These lots are more conducive to higher end office or office support types of uses needing more visibility and access than a typical light to medium manufacturing use.

The \$150,000 per acre value for industrial uses fits conservatively within the range of businesses already located in the region. The average takes into account the types of businesses anticipated to be recruited for relocation to the Business Park. It is

important to emphasize that quality business that not only provide jobs that pay a living wage and are environmentally clean are important to the community, but businesses that will build quality buildings and help to increase the tax base are essential to cashflowing the TIF district.

The assumptions on when development will occur, or "the rate of absorption", is projected with information from City officials, local businesses and inquiries into the community. Development may occur at a faster pace than projected. However, the reverse is very often the case where development might be slow at first or not be very steady. It is necessary for City staff to annually review the condition of the TIF district to determine whether or not revenue projections are being met. This information should be given to the City Council at the time future expenditures are being considered. The Council may choose to bond for infrastructure and other improvements without a guarantee of available increment sufficient to pay the debt. This action should be carefully thought through to determine if this course is necessary to provide infrastructure which will aid in recruiting businesses to the area. However, the Council should be very well informed prior to making any expenditure decisions.

It anticipated that the City will apply for State and Federal matching funds to offset infrastructure improvements. Currently, the City has made application to the Wisconsin Department of Transportation for the Transportation Economic Assistance Grant program. This program is a 50/50 match for infrastructure necessary to service industry. The program has certain criteria which must be met in order to qualify for the grant. It is anticipated that the City will be successful in obtaining at least one of these grants. This type of funding is known as a "Non-tax revenue". For purposes of determining economic feasibility in Phase 1 of this TIF district, however, no non-tax revenues are being considered for debt service repayment. The development

increment projections, as outlined in Table 2, if met on a fairly similar timeline, will be sufficient to cover the expenditures needed to fully service Phase 1. This economic feasibility is also based on current legislation with no further changes anticipated in existing TIF districts.

**TABLE 2  
PHASE 1 DEVELOPMENT INCREMENT ASSUMPTIONS**

YEAR	PHASE	DESCRIPTION	DVLPMT \$/AC	# OF AC	TOTAL BY TYPE	TOTAL DVLPMT INCRMNT
1997	1	Industrial	\$150,000	6.66	\$1,000,000	\$1,000,000
1998	1	Industrial	150,000	10	1,500,000	\$4,000,000
		Office	1,000,000	2	2,000,000	
		Office & Ancillary Uses	500,000	1	500,000	
1999	1	Industrial	150,000	8.33	1,250,000	\$1,750,000
		Office & Ancillary Uses	500,000	1	500,000	
2000	1	Industrial	150,000	4	600,000	\$1,100,000
	1A	Office & Ancillary Uses	500,000	1	500,000	
2001	1	Industrial	150,000	4	600,000	\$1,100,000
	1A	Office & Ancillary Uses	500,000	1	500,000	
2002	1	Industrial	150,000	4	600,000	\$1,600,000
	1A	Office & Ancillary	500,000	2	1,000,000	
	1	Industrial	150,000	4	600,000	\$1,600,000
	1A	Office & Ancillary	500,000	2	1,000,000	
2004	1	Industrial	150,000	4	600,000	\$1,600,000
		Office & Ancillary	500,000	2	1,000,000	
2005	1A	Industrial	150,000	4	600,000	\$1,600,000
		Office & Ancillary Uses	500,000	2	1,000,000	
2006	1A	Industrial	150,000	8	1,200,000	\$2,200,000
		Office & Ancillary Uses	500,000	2	1,000,000	
2007	1A	Industrial	150,000	4	600,000	\$1,600,000
		Office & Ancillary Uses	500,000	2	1,000,000	
2008	1A	Industrial	150,000	4	600,000	\$ 600,000
2009	1A	Industrial	150,000	8	1,200,000	\$1,200,000
2010	1A	Industrial	150,000	4	600,000	\$ 600,000
<b>GRAND TOTAL DEVELOPMENT ASSUMPTIONS</b>						<b>\$21,550,000</b>

The expenditure analysis presented in Table 4 essentially takes the project costs, outlined in Table 1, and the development increment assumptions and their tax revenue increment projections, shown in Table 3, and analyzes when pay-back would occur. The expenditure analysis assumes that the TIF district will be responsible for the cost of interest repayment conservatively calculated at 6 percent.

In the spring of 1994, the Wisconsin State Legislature passed a new law concerning the allocation of property taxes. The reallocation concerns the property tax levy of each individual school district. The law identifies that the school district's current tax levy, now payable, is reduced. In other words, the school property tax levy has been fairly significantly reduced, thereby reducing the overall tax revenues to the existing TIF districts. Consequently, this change in law has limited the flexibility and amount of spending that municipalities were able to accomplish prior to this law change. This TIF project plan takes into account the law in existence as of the creation of this district.

Based upon the assumptions used in Tables 3 and 4, the TID is feasible and retires in the 18<sup>th</sup> year or 2015.

The preliminary economic feasibility analysis projects that TID #5 is feasible. The City should, however, be cautious at spending at levels projected in the Project Cost Summary (Table 1). The City should analyze the fiscal condition of TID #5 and how well the development assumptions are being reached. This analysis should be done annually. Decisions to continue spending should be based on the "state of the district".

Financing for the proposed project will be determined by City staff, the financial consultant and presented to appropriate City commissions and councils. The amount of borrowing or the strategy of financing is yet to be determined. The accounting for

TID #5 will be done as a separate fund. The City will make its final decision on where and how to borrow funds on a case-by-case basis and with the advice of the City's financial consultant.

**TABLE 3  
PHASE 1 PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS**

**REVENUE ANALYSIS**

	BASE VALUE YEAR	1997		RATE OF INFLATION	0.010		
	BASE VALUE AMOUNT \$1000	0		INTEREST RATE	0.060		
	NET VALUE TAX RATE	0.0250					
YEAR	DEVELOPMENT INCREMENT	TAX BASE LOSS	TOTAL VALUE	INFLATION FACTOR	TOTAL VALUE	TOTAL VALUE	TAX REVENUE
	BASE \$ (\$1000)	BASE \$ (\$1000)	BASE \$ (\$1000)		CURRENT \$ (\$1000)	INCREMENT (\$1000)	INCREMENT (\$1000)
1997	1000	0	1000	1.000	1000.00	1000.00	0.00
1998	5000	0	5000	1.010	5050.00	5050.00	0.00
1999	6750	0	6750	1.020	6885.68	6885.68	25.00
2000	7850	0	7850	1.030	8087.86	8087.86	126.25
2001	8950	0	8950	1.041	9313.41	9313.41	172.14
2002	10550	0	10550	1.051	11088.16	11088.16	202.20
2003	12150	0	12150	1.062	12897.47	12897.47	232.84
2004	13750	0	13750	1.072	14741.86	14741.86	277.20
2005	15350	0	15350	1.083	16621.85	16621.85	322.44
2006	17550	0	17550	1.094	19194.18	19194.18	368.55
2007	19150	0	19150	1.105	21153.51	21153.51	415.55
2008	19750	0	19750	1.116	22034.45	22034.45	479.85
2009	20950	0	20950	1.127	23606.98	23606.98	528.84
2010	21550	0	21550	1.138	24525.91	24525.91	550.86
2011	21550	0	21550	1.149	24771.17	24771.17	590.17
2012	21550	0	21550	1.161	25018.88	25018.88	613.15
2013	21550	0	21550	1.173	25269.07	25269.07	619.28
2014	21550	0	21550	1.184	25521.76	25521.76	625.47
2015	21550	0	21550	1.196	25776.98	25776.98	631.73
2016	21550	0	21550	1.208	26034.75	26034.75	638.04
2017	21550	0	21550	1.220	26295.10	26295.10	644.42
2018	21550	0	21550	1.232	26558.05	26558.05	650.87
2019	21550	0	21550	1.245	26823.63	26823.63	657.38
2020	21550	0	21550	1.257	27091.86	27091.86	663.95
		0					10036.18

**TABLE 4  
PHASE 1 PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS**

**EXPENDITURE ANALYSIS**

BASE VALUE YEAR	1997	RATE OF INFLATION	0.010
BASE VALUE AMOUNT \$1000	0	INTEREST RATE	0.060
NET VALUE TAX RATE	0.0250		

YEAR	TAX REVENUE INCREMENT (\$1000)	NON-TAX REVENUE (\$1000)	PROJECT COSTS (\$1000)	ACCOUNT BALANCE (1/1) (\$1000)	DEBT SERVICE (\$1000)	ACCOUNT BALANCE (12/31) (\$1000)	ANNUAL AMOUNT BORROWED (\$1000)
1997	0.00	0	1786	-1786.00	107.16	-1893.16	-1893.16
1998	0.00	0	1122	-3015.16	180.91	-3196.07	-1302.91
1999	25.00	0	120	-3291.07	197.46	-3488.53	-292.46
2000	126.25	0	120	-3482.28	208.94	-3691.22	-202.69
2001	172.14	0	120	-3639.08	218.34	-3857.42	-166.20
2002	202.20	0	120	-3775.23	226.51	-4001.74	-144.32
2003	232.84	0	120	-3888.91	233.33	-4122.24	-120.50
2004	277.20	0	0	-3845.04	230.70	-4075.74	0.00
2005	322.44	0	0	-3753.30	225.20	-3978.50	0.00
2006	368.55	0	0	-3609.95	216.60	-3826.55	0.00
2007	415.55	0	0	-3411.00	204.66	-3615.66	0.00
2008	479.85	0	0	-3135.81	188.15	-3323.96	0.00
2009	528.84	0	0	-2795.12	167.71	-2962.83	0.00
2010	550.86	0	0	-2411.97	144.72	-2556.68	0.00
2011	590.17	0	0	-1966.51	117.99	-2084.50	0.00
2012	613.15	0	0	-1471.35	88.28	-1559.63	0.00
2013	619.28	0	0	-940.35	56.42	-996.78	0.00
2014	625.47	0	0	-371.30	22.28	-393.58	0.00
2015	631.73	0	0	238.14	0.00	0.00	0.00
2016	638.04	0	0	0.00	0.00	0.00	0.00
2017	644.42	0	0	0.00	0.00	0.00	0.00
2018	650.87	0	0	0.00	0.00	0.00	0.00
2019	657.38	0	0	0.00	0.00	0.00	0.00
2020	663.95	0	0	0.00	0.00	0.00	0.00
	10036.18	0	3508				-4122.24

**SECTION VII. CONSISTENCY OF ACTIVITIES WITHIN TAX INCREMENT DISTRICT #5 WITH THE CITY ZONING ORDINANCE, MASTER PLAN AND OTHER DEVELOPMENT ORDINANCES**

All of the land in TID #5 is currently in the City of Marshfield. The majority of land is zoned Industrial. All of the industrially-zoned land within TID #5 is suitable for "industrial" sites within the meaning of Section 66.52, Wis. Stats. It is further the intent of the City that this land will remain zoned for industrial use for the life of the tax increment district as required by statutes.

The development of the Mill Creek Business Park is consistent with local plans. In addition to local zoning, the Industrial Park Authority is currently finalizing protective covenants that are aimed at encouraging good planning and site design review in the placement of individual business buildings as well as architectural and landscaping controls. Adoption of these covenants is anticipated prior to sale of any of the land.

It is anticipated that there will be no displaced persons from project activities as currently contemplated. If conditions change in the future, the City will conform to the State of Wisconsin Relocation laws.

**APPENDIX A**

**PHASES 1 & 2  
ESTIMATED PROJECT COSTS  
DEVELOPMENT INCREMENT ASSUMPTIONS  
PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS**

**TABLE 5  
PHASES 1 & 2 ESTIMATED PROJECT COSTS**

YEAR	PHASE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST	TOTAL ESTIMATED COST	
1997	1	Sanitary sewer	\$ 487,000		
		Water mains	330,000		
		Storm water improvements	353,000		
		Street improvements	247,000		
		Entrance & intersection improvements	125,000		
		Street lighting	29,000		
		Site grading	60,000		
		<i>Subtotal Phase 1 Estimated Infrastructure Costs</i>	<i>\$1,631,000</i>		
		Marketing	25,000		
		Business recruitment incentives	100,000		
		Planning, legal, administration	30,000		
		<b>SUBTOTAL 1997 PROJECT COSTS</b>			<b>\$1,786,000</b>
1998	1A	Sanitary sewer	\$ 69,000		
		Water mains	116,000		
		Storm water improvements	291,000		
		Street improvements	383,000		
		Street lighting	48,000		
		Site grading	60,000		
		<i>Subtotal Phase 1A Estimated Infrastructure Costs</i>	<i>\$ 967,000</i>		
		2	Sanitary sewer		\$ 165,100
	Water mains		234,500		
	Storm water improvements		180,000		
	Street improvements		531,250		
	Entrances		150,000		
	Street lighting		66,750		
	Site grading & demolition		75,000		
	<i>Subtotal Phase 2 Estimated Infrastructure Costs</i>		<i>\$1,402,600</i>		
	Marketing		25,000		
	Business recruitment incentives		100,000		
	Planning, legal, administration		30,000		
	<b>SUBTOTAL 1998 PROJECT COSTS</b>				<b>\$2,524,600</b>
	1999	2A	Sanitary sewer		122,625
Water mains			101,375		
Storm water improvements			93,750		
Street improvements			271,250		
Entrances			137,500		
Street lighting			14,700		
Site grading			30,000		
Traffic Signals on Hwy 10			100,000		

YEAR	PHASE	PROJECT DESCRIPTION	ESTIMATED PROJECT COST	TOTAL ESTIMATED COST
		<i>Subtotal Phase 2A Estimated Infrastructure Costs</i>	\$872,000	
		Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 1999 PROJECT COSTS</b>		<b>\$ 992,000</b>
2000	2B	Sanitary sewer	31,000	
		Water mains	68,000	
		Storm water improvements	15,000	
		Street improvements	143,000	
		Entrance & intersection improvements	75,000	
		Street lighting	18,000	
		Traffic Signals on Hwy 13	175,000	
		<i>Subtotal Phase 2B Estimated Infrastructure Costs</i>	\$525,000	
		Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2000 PROJECT COSTS</b>		<b>\$ 645,000</b>
2001	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2001 PROJECT COSTS</b>		<b>\$ 120,000</b>
2002	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2002 PROJECT COSTS</b>		<b>\$ 120,000</b>
2003	N/A	Marketing	10,000	
		Business recruitment incentives	100,000	
		Planning, legal, administration	10,000	
		<b>SUBTOTAL 2003 PROJECT COSTS</b>		<b>\$ 120,000</b>
<b>TOTAL ESTIMATED PROJECT COSTS</b>				<b>\$6,307,600</b>

All infrastructure estimates include 25% for contingencies and engineering.

TABLE 6

PHASES 1 & 2 DEVELOPMENT INCREMENT ASSUMPTIONS

YEAR	PHASE	DESCRIPTION	DVLPMNT\$ /AC	# OF AC	TOTAL BY TYPE	TOTAL DVLPMNT INCRMNT BY YEAR
1997	1	Industrial	\$150,000	6.66	1,000,000	\$1,000,000
1998	1	Industrial	\$150,000	10	1,500,000	\$4,000,000
		Office	1,000,000	2	2,000,000	
		Office & Ancillary Uses	500,000	1	500,000	
1999	1	Industrial	150,000	8.33	1,250,000	\$3,950,000
	1A	Office & Ancillary Uses	500,000	1	500,000	
	2	Office	1,000,000	2	2,000,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2000	1	Industrial	150,000	4	600,000	\$3,075,000
	1A	Office & Ancillary Uses	500,000	1	500,000	
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2001	1	Industrial	150,000	4	600,000	\$3,075,000
	1A	Office & Ancillary Uses	500,000	1	500,000	
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2002	1	Industrial	150,000	4	600,000	
	1A	Office & Ancillary Uses	500,000	2	1,000,000	
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	2A	High Quality Light				

YEAR	PHASE	DESCRIPTION	DVLPMNT\$ /AC	# OF AC	TOTAL BY TYPE	TOTAL DVLPMNT INCRMNT BY YEAR
		Industrial	250,000	2	500,000	\$5,575,000
	2B	High Quality Office	500,000	3	1,500,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2003	1	Industrial	150,000	4	600,000	
	1A	Office & Ancillary Uses	500,000	2	1,000,000	\$5,575,000
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	2A	High Quality Light Industrial	250,000	2	500,000	
	2B	High Quality Office	500,000	3	1,500,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2004	1	Industrial	150,000	4	600,000	\$5,575,000
	1A	Office & Ancillary Uses	500,000	2	1,000,000	
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	2A	High Quality Light Industrial	250,000	2	500,000	
	2B	High Quality Office	500,000	3	1,500,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2005	1A	Industrial	150,000	4	600,000	\$5,575,000
		Office & Ancillary Uses	500,000	2	1,000,000	
	2	Industrial	175,000	5	875,000	
		Commercial Redevelopment	300,000	3	900,000	
	2A	High Quality Light Industrial	250,000	2	500,000	
	2B	High Quality Office	500,000	3	1,500,000	
	N/A	Industrial/Office west	200,000	1	200,000	
2006	1A	Industrial	150,000	8	1,200,000	
		Office & Ancillary Uses	500,000	2	1,000,000	

YEAR	PHASE	DESCRIPTION	DVLPMNT\$ /AC	# OF AC	TOTAL BY TYPE	TOTAL DVLPMNT INCRMNT BY YEAR
	2A	High Quality Light Industrial	250,000	2	500,000	\$2,700,000
2007	1A	Industrial	150,000	4	600,000	\$1,600,000
		Office & Ancillary Uses	500,000	2	1,000,000	
2008	1A	Industrial	150,000	4	600,000	\$ 600,000
2009	1A	Industrial	150,000	8	1,200,000	\$1,200,000
2006	1A	Industrial	150,000	4	600,000	\$ 600,000
<b>GRAND TOTAL PHASES 1 &amp; 2 AND WESTERN PARCEL DEVELOPMENT ASSUMPTIONS</b>						<b>\$44,100,000</b>

TABLE 7

PHASES 1 & 2 PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS  
REVENUE ANALYSIS

BASE VALUE YEAR		1997	RATE OF INFLATION		0.010		
BASE VALUE AMOUNT \$1000		0	INTEREST RATE		0.060		
NET VALUE TAX RATE		0.0250					
YEAR	DEVELOPMENT INCREMENT	TAX BASE LOSS	TOTAL VALUE	INFLATION FACTOR	TOTAL VALUE	TOTAL VALUE	TAX REVENUE
	BASE \$ (\$1000)	BASE \$ (\$1000)	BASE \$ (\$1000)		CURRENT \$ (\$1000)	INCREMENT (\$1000)	INCREMENT (\$1000)
1997	1000	0	1000	1.000	1000.00	1000.00	0.00
1998	5000	0	5000	1.010	5050.00	5050.00	0.00
1999	8950	0	8950	1.020	9129.90	9129.90	25.00
2000	12025	0	12025	1.030	12389.37	12389.37	126.25
2001	15100	0	15100	1.041	15713.12	15713.12	228.25
2002	20675	0	20675	1.051	21729.63	21729.63	309.73
2003	26250	0	26250	1.062	27864.90	27864.90	392.83
2004	31825	0	31825	1.072	34120.71	34120.71	543.24
2005	37400	0	37400	1.083	40498.84	40498.84	696.62
2006	40100	0	40100	1.094	43856.78	43856.78	853.02
2007	41700	0	41700	1.105	46062.74	46062.74	1012.47
2008	42300	0	42300	1.116	47192.77	47192.77	1096.42
2009	43500	0	43500	1.127	49016.89	49016.89	1151.57
2010	44100	0	44100	1.138	50189.91	50189.91	1179.82
2011	44100	0	44100	1.149	50691.81	50691.81	1225.42
2012	44100	0	44100	1.161	51198.73	51198.73	1254.75
2013	44100	0	44100	1.173	51710.72	51710.72	1267.30
2014	44100	0	44100	1.184	52227.83	52227.83	1279.97
2015	44100	0	44100	1.196	52750.10	52750.10	1292.77
2016	44100	0	44100	1.208	53277.60	53277.60	1305.70
2017	44100	0	44100	1.220	53810.38	53810.38	1318.75
2018	44100	0	44100	1.232	54348.48	54348.48	1331.94
2019	44100	0	44100	1.245	54891.97	54891.97	1345.26
2020	44100	0	44100	1.257	55440.89	55440.89	1358.71
		0					20595.78

TABLE 8

PHASES 1 & 2 PRELIMINARY ECONOMIC FEASIBILITY ANALYSIS  
EXPENDITURE ANALYSIS

BASE VALUE YEAR		1997	RATE OF INFLATION		0.010		
BASE VALUE AMOUNT \$1000		0	INTEREST RATE		0.060		
NET VALUE TAX RATE		0.0250					
YEAR	TAX REVENUE INCREMENT (\$1000)	NON-TAX REVENUE (\$1000)	PROJECT COSTS (\$1000)	ACCOUNT BALANCE (1/1) (\$1000)	DEBT SERVICE (\$1000)	ACCOUNT BALANCE (12/31) (\$1000)	ANNUAL AMOUNT BORROWED (\$1000)
1997	0.00	0	1786	-1786.00	107.16	-1893.16	-1893.16
1998	0.00	0	2525	-4417.76	265.07	-4682.83	-2789.67
1999	25.00	0	992	-5649.83	338.99	-5988.82	-1305.99
2000	126.25	0	645	-6507.57	390.45	-6898.02	-909.20
2001	228.25	0	120	-6789.77	407.39	-7197.16	-299.14
2002	309.73	0	120	-7007.42	420.45	-7427.87	-230.71
2003	392.83	0	120	-7155.04	429.30	-7584.34	-156.47
2004	543.24	0	0	-7041.10	422.47	-7463.57	0.00
2005	696.62	0	0	-6766.95	406.02	-7172.96	0.00
2006	853.02	0	0	-6319.95	379.20	-6699.14	0.00
2007	1012.47	0	0	-5686.67	341.20	-6027.87	0.00
2008	1096.42	0	0	-4931.45	295.89	-5227.34	0.00
2009	1151.57	0	0	-4075.77	244.55	-4320.32	0.00
2010	1179.82	0	0	-3140.50	188.43	-3328.93	0.00
2011	1225.42	0	0	-2103.51	126.21	-2229.72	0.00
2012	1254.75	0	0	-974.97	58.50	-1033.47	0.00
2013	1267.30	0	0	233.83	0.00	0.00	0.00
2014	1279.97	0	0	0.00	0.00	0.00	0.00
2015	1292.77	0	0	0.00	0.00	0.00	0.00
2016	1305.70	0	0	0.00	0.00	0.00	0.00
2017	1318.75	0	0	0.00	0.00	0.00	0.00
2018	1331.94	0	0	0.00	0.00	0.00	0.00
2019	1345.26	0	0	0.00	0.00	0.00	0.00
2020	1358.71	0	0	0.00	0.00	0.00	0.00
	20595.78	0	6308				-7584.34

## Tab 2

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## COOPERATIVE PLAN AND AGREEMENT

This Cooperative Plan and Agreement ("Agreement") is made by and among the City of Marshfield (the "City"), with offices located at 630 S. Central Avenue, Marshfield, Wisconsin 54449 and the Commission of the Marshfield Electric and Water Department (the "Utility") with offices located at 2000 South Roddis Avenue, Marshfield, Wisconsin 54449 (the City and Utility, as their respective interests may appear, being hereinafter reflectively referred to as the "City Entities") and the Town of Cameron ("Town"), with offices located at 10820A Highway 13 South, Marshfield, Wisconsin 54449.

### W I T N E S S E T H

WHEREAS, the City Entities and the Town seek to establish certain agreements under the provisions of §§ 66.30 and 66.028 of the Wisconsin Statutes and to prepare a cooperative plan under Section 66.023 of the Wisconsin Statutes for the purposes of establishing boundaries and facilitating orderly development, joint planning, zoning, revenue sharing and related municipal functions under the terms of the Wisconsin Statutes; and

WHEREAS, the City Entities and the Town wish to memorialize their agreements concerning the above referenced activities and to take further actions to embody such agreements jointly, cooperatively, promptly and in good faith;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficient of which are hereby mutually acknowledged, the parties hereto do hereby agree as follows:

#### 1. ANNEXATION OF VOBORA FARM.

The property known as the Vobora Farm, will be detached from the Town and attached to the City in the manner set forth in this paragraph. The Vobora Farm is legally described on Exhibit A and shown on the scale map attached hereto as Map A and consists of a portion of Section 20 of the Town of Cameron. The Vobora Farm is bordered on the west by State Trunk Highway 13, on the north by East 29th Street, on the south by U.S. Highway 10 and on the east by a line parallel to and one-quarter mile west of Washington Avenue. The easterly one hundred (100) acres, more or less, of the Vobora Farm has been annexed to the City and detached from the Town pursuant to the annexation of owned territory procedures set forth in § 66.025 of the Wisconsin Statutes. This annexation will proceed notwithstanding any other provision in this Agreement.<sup>1</sup> The westerly one hundred

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<sup>1</sup> The Town of Cameron has filed a legal challenge to the first Vobora 100 acre annexation to preserve its legal right to object, but agrees that on ratification of this agreement by the parties, the legal action will be voluntarily dismissed.

(100) acres of the Vobora Farm, more or less, shall be detached from the Town and attached to the City upon the approval of the cooperative plan and agreement to be entered into by the parties under paragraph 7 of this Agreement and approved by the State of Wisconsin Department of Commerce pursuant to § 66.023 of the Wisconsin Statutes.

## 2. CITY GROWTH AREA.

A. Properties within Section 20 lying east of the Vobora Farm are available as a growth area for the City (the "No Contest Area"). The No Contest Area is shown on the attached Map A and is legally described on Exhibit B. Annexations of said properties within that area will not be opposed by the Town.

B. Properties remaining within Section 20, of the Town of Cameron, other than those described in Paragraph 1, and sub paragraph 2A above, which are shown as being within the red hatched marks on the attached Map A and legally described on Exhibit C ("City Growth Area") shall remain within the Town for a period not to exceed 15 years subject to the following :

i. For a period of fifteen (15) years after the execution of this Agreement, the City may annex only those properties with the City Growth Area for which property owners have submitted a petition for direct annexation pursuant to § 66.021 of the Wisconsin Statutes. The City may not initiate nor involuntarily annex any such properties unless such properties were included within the property owner's petition for annexation.

ii. During the first ten (10) years after the date of execution of this Agreement, the City shall share revenues with the Town for properties annexed within the City Growth Area. For properties annexed within the City Growth Area, the City shall remit to the Town on or before January 10 of each year, an amount equal to the then current mill rate of the Town as applied against the general property tax assessment existing on the date of annexation for any such properties annexed to the City within the first ten (10) years from the date of execution of this Agreement. Such revenue sharing obligations shall expire without further action by the City on a date which is the tenth anniversary from the date this Agreement is executed by both parties. The revenues shared shall be prorated on a daily basis based on time for the initial year of annexation and for the year revenue sharing terminates.

iii. The City shall require annexations of property where individual property owners or residents demand municipal sanitary sewer or municipal water service to their property.

iv. Any properties within the City Growth Area which are not annexed within fifteen (15) years from the date of this Agreement shall be detached by the Town and attached to the

City. Each municipality shall promptly and in good faith take all necessary actions to effectuate this attachment and detachment of such territory. Time is of the essence in performance of the parties' obligations hereunder.

C. The Town agrees that it will not directly or indirectly oppose any annexations, detachments or attachments of properties in the Town as set forth in Paragraph 1 or 2 of this Agreement, nor will it financially support any person, organization or other entity opposing such annexations, attachments or detachments.

### 3. JOINT PLANNING AREA.

The City Entities and the Town hereby agree that the territory legally described on Exhibit D and shown on the scale map attached hereto as Map A and designated as the "Joint Planning Area" ("JPA") is subject to the following regulations:

A. For a period of fifteen (15) years from the date of execution of this Agreement, the City shall not initiate any annexations within the JPA; provided, however, that direct annexations initiated by a property owner within the JPA under Wis. Stats. § 66.021, may be approved and accepted by the City.

B. For a period of three (3) years after the date of execution of this Agreement, the Town agrees not to issue any building permits within the JPA for which an on-site sanitary sewer system permit is required, without the approval of the Joint Commission constituted under subparagraph 3C.

C. The parties shall within sixty (60) days after execution of this Agreement, establish a Joint Commission, the composition of which shall meet the appointment qualifications set forth in Section 62.23(7a)(c) of the Wisconsin Statutes. The Joint Commission shall meet at least monthly and shall:

1. Be the joint commission under § 62.23(7a), of the Wis. Stat., if the City elects in its sole discretion to exercise extra-territorial zoning controls over all or part of the JPA;
2. Approve the issuance of building permits under subparagraph 3B of this Agreement;
3. Review proposed land divisions within the JPA for compliance with the subdivision ordinances applicable to the land division. Each municipality shall designate the Joint Commission as its reviewing authority for land subdivision under Section 236.10(3) of the Wisconsin Statutes;

4. Prepare or cause to be prepared a comprehensive master plan and map for the JPA and a proposed zoning map for the JPA within three (3) years after the date that this Agreement is executed; and
5. Review and recommend changes to any traffic regulations within the Industrial Park, City Growth Area, No Contest Area and JPA to relieve traffic congestion.

D. The term of the Joint Commission shall exist for a period of fifteen (15) years after the date of execution of this Agreement, unless extended by the parties. The Town and City may change the membership of the Joint Commission from time to time in a manner consistent with § 62.23(7a) of the Wisconsin Statutes and the cooperative plan approved under § 66.023 of the Wisconsin Statutes and paragraph 7 of this Agreement. All costs of the Joint Commission operations, including any consultants hired to prepare the master plan and map and the zoning map, shall be paid for equally by the Town and City.

#### 4. RESTRICTIVE COVENANTS FOR VOBORA FARM/INDUSTRIAL PARK.

The City will record with the Wood County Register of Deeds restrictive covenants to regulate various aspects of the Industrial Park to be established by the City on the Vobora Farm including use and design restrictions. The initial draft covenants are attached as Exhibit E (the "Covenants"). The final Covenants shall be substantially in the form attached hereto as Exhibit E. The Town will be entitled to designate a voting member on the Covenants Committee which will be the regulatory body charged with approving building plans within the Industrial Park. The City agrees that it will not violate the recorded Covenants established for the Industrial Park. The City reserves the right to amend the Covenants to respond to changed economic circumstances, to implement reasonable business decisions, or to further other legitimate reasons related to the sound financial operation of the Industrial Park. The Covenants may not be amended without the approval of the Town's representative on the Covenants Committee. The Town's representative on the Covenants Committee shall not unreasonably withhold its approval of any such amendments. The Town acknowledges that the City may enforce its right to amend the Covenants through seeking extraordinary relief in a court of competent jurisdiction in the event the City believes that the Town representative on the Covenants Committee has unreasonably withheld its consent to any amendment. The Town hereby waives any right to receive a notice of claim under § 893.80 of the Wisconsin Statutes prior to the City initiating such action. The Town will cooperate fully with the City in the extraordinary relief proceeding.

**5. ENTRANCE TO INDUSTRIAL PARK.**

A. The parties agree to meet, discuss and cooperate on a common design for the proposed entrance to the Industrial Park to be located at the northwest corner of Vobora Farm which exits on what is now known as Nikolay Private Drive. This cooperation shall include arrangements for the purpose and/or dedication of the street and shall further involve necessary and appropriate regulation of the streets within the Town and the JPA known as Cherry Avenue and Cedar Avenue which lay north of the Industrial Park; provided, however, that the final decision on the location and design of the entryway remains with the City. The Town and the City shall use reasonable efforts to regulate traffic and limit the use of Cherry Avenue and Cedar Avenue for access to the Industrial Park and hereby delegate to the Joint Commission the responsibility to recommend changes to the City regarding traffic regulations and patterns with the JPA and the Industrial Park.

B. The Town, upon thirty (30) days' written request of the City, shall convey all of its right, title and interest with appropriate warranties of title, in and to Nikolay Drive, it being represented by the Town that it owns the northerly two (2) rods of said private drive. The City will thereafter publicly dedicate said private drive when and if appropriate dedications and conveyances are made for the southerly two (2) rods.

C. A description of the roadway, utility and other infrastructure improvements for the Industrial Park were approved by the City on March 25, 1997 ("Project Plan") and are attached to this Agreement as Exhibit F. Utility infrastructure and roadway improvements to the Industrial Park will be brought from the north and will be paid for with tax incremental financing funds in accordance with the Project Plan. The City agrees not to specially assess benefitted property owners in the Town who are also within the City Growth Area north of the Industrial Park for such roadway and utility infrastructure improvements. Further, the City Entities will be responsible for maintenance to all utilities installed within the road right-of-way north of the Industrial Park. If utility maintenance requires disturbance of the roadway surface, then the City shall also repair and replace such roadway surface to then-current Town Standards. The Town shall be responsible for all routine roadway maintenance and plowing.

**6. UTILITIES SERVICE.**

The City will install municipal water and sanitary sewer service to the Industrial Park. The Town will, upon request of the City Entities, promptly grant appropriate easements within the Town to the City for installation of said sewer and water infrastructure improvements in accordance with the Project Plan. As a condition of said installation, the City agrees as follows:

A. Disruption of road surface on Cherry Avenue will be repaired and replaced at the City's sole cost and expense. During construction of any roadway, the City will be responsible to provide access to affected property owners. The City agrees that the roadways from 29th Street to Nikolay Private Drive will be surfaced with an asphalt service of no less than two (2) compacted two-inch layers of asphalt and will be constructed to Town Standards. The contractor specifications for backfilling any trench under the roadways require granular material and be compacted as set forth in existing Town specifications. During the term of this Agreement, all maintenance and plowing on those portions of the roadways which are reconstructed shall be at the sole cost and expense of the Town. Maintenance of the utilities installed within the road rights-of-way of Cherry Avenue shall be the responsibility of the City. If the City disturbs roadway surfaces to fulfill its maintenance responsibilities, the surfaces will be restored and repaved to then current Town Standards. In any area where the City has disturbed the roadway, the City shall remain responsible to restore any portion of the roadway where it is determined that the necessary repair/restoration has resulted from a failure of proper surfacing, subgrade, or base course. Such repairs shall be deemed to be beyond ordinary maintenance.

B. Where the water and sewer mains of the City cross through the Town, service lateral installations will be constructed if property owners or other third parties agree to pay for installation of said service laterals; provided, however, that no connection to the City sewer and water system shall be allowed without annexation of the benefitted properties to the City. The City will install water hydrants at normal intervals (as within the City boundaries) where water main is installed in the Town.

C. Only utility service to property owners abutting the utility installations within the Town will be made available for connection to the City's Utility. Connections shall only be allowed upon annexation of the benefitted properties to the City; provided, however, that water lines will be connected to fire hydrants within the City Growth Area for the purpose of fire protection and fire protection solely for the benefit of abutting Town property owners within the City Growth Area; provided, however, that the Town shall remain primarily responsible for fire protection within the Town and the City Growth Area.

D. The City will allow a water main to be installed westerly from the intersection of Cherry Avenue, on Praschak Street, to the intersection of Cedar Avenue and thereafter north on Cedar Avenue to 29th Street. This water main shall provide for hydrants at normal intervals for the purpose of being available for fire protection services to abutting property owners within the Town; provided, however, that the Town shall remain primarily responsible for fire protection within the Town and the City Growth Area. Such installation shall be at the sole cost and expense of the Town per the City's Water Utility specifications and requirements. The Town

shall submit its plans and specifications for approval by the City prior to construction. All construction will be undertaken by a contractor approved by the City in its sole discretion. Upon completion of construction, ownership of the infrastructure improvements shall be dedicated to the City's water utility. Hydrant rental charges will be paid by the Town upon invoice from the City and will be equal to the standard charges made by the Utility to City residents. The Town shall have sole discretion to determine how payment for the water main will be made and whether or not to specially assess benefitted property owners in the Town for the improvements.

E. Even though the installation of sewer and water pipes shall pass through Town property, these pipes are not "available" for the connection of residents or property owners within the Town without annexation to the City except for the hydrant installation as established above.

F. No charges or special assessments shall be made by the City to the Town or any property owner in the Town for the construction of the roadway known as Cherry Avenue between 29th Street and Industrial Park because such roadway improvements are paid for with tax incremental financing funds. No charges or special assessments shall be made by the City for the installation of either sewer or water mains to be located within the Town during the term of this Agreement which are identified in the Project Plan. Charges to property owners will be made for construction of lateral connections, but no connection will be allowed until the properties are annexed to the City.

G. The Town shall allow City the right to install utility infrastructure improvements which conform to the Project Plan within Cherry Street and other lands within the Town upon execution of this Agreement and notwithstanding whether or not the State of Wisconsin has approved the Cooperative Plan under paragraph 7 of this Agreement. The Town shall grant appropriate easements upon the City's request to facilitate implementation of this subparagraph 6 G.

## **7. PREPARATION OF COOPERATIVE PLAN.**

A. While this Agreement is in full force and effect, it shall create binding obligations upon the parties hereto. The Town Entities and City Entities shall prepare, process and receive approval of a Cooperative Plan submitted to the Wisconsin Department of Commerce under Wis. Stat. § 66.023. Said Cooperative Plan shall require the detachment from the Town and annexation to the City of the remainder of the Vobora Farm consisting of the westerly 100 acres, more or less, and shall include all other portions of this Agreement which will have the effect of changing boundaries of the Town. The parties shall promptly, diligently and in good faith, prepare all necessary documents for submission to the Department of Commerce to receive such approval of the Cooperative Plan.

B. In the event the Cooperative Plan is not initially approved, the parties shall take whatever steps are reasonably necessary to achieve approval in a timely manner. In addition, this Agreement shall continue for an indefinite term and may not be terminated unless and until a Cooperative Plan is approved.

C. In the event that the Department of Commerce determines that it cannot approve any such Cooperative Plan under any set of circumstances, then the parties shall give a full effect to the terms of this Agreement to the maximum extent possible including, without limitation, the transfer of jurisdiction of Town lands from the Town to the City under paragraphs 1 and 2, the sharing of revenues under paragraph 2B, the good faith cooperative participation in an extra territorial zoning plan, the City's Agreement not to annex any territories within the City Growth Area other than those to be transferred pursuant to the terms of this Agreement, and any and all other objectives of the plan.

**8. NO THIRD PARTY BENEFICIARY.**

This Agreement is intended to be solely between the Town and the City Entities. Nothing in this Agreement accords any third party any legal or equitable rights whatsoever which may be enforced by any non-party to this Agreement.

**9. EQUAL OPPORTUNITIES.**

In the performance of the covenants under this Agreement, the parties agree to not discriminate against any employee or applicant because of any category prohibited under federal or state law rule or regulation.

**10. ADMINISTRATION OF THIS AGREEMENT.**

This Agreement shall be administered on behalf of the City by the City Administrator or the City's Administrator's designee and on behalf of the Town by the Town Board Chair or the Town Board Chair's designee. The appointment of a designee must be in writing and the other party to this Agreement must be notified of the appointment. The administration of this Agreement shall include the implementation of policies and procedures which will effectuate the purposes and spirit of the Agreement.

**11. ENFORCEMENT.**

This Agreement is intended to provide each party with right in standing to challenge by court action, including action by certiorari, or otherwise to declare a governmental action invalid, any act of the other party that violates this Agreement. This Agreement is intended to provide each party with the right and standing to seek any available legal or equitable remedy to enforce or seek damages for the breach of this Agreement. In any action concerning an alleged violation of this Agreement, the prevailing

party shall be entitled to recover from the other party its reasonable costs and expenses of litigation, including reasonable attorneys' fees.

Prior to initiating an action, except for an action to amend the Covenants under paragraph 4 hereof, the party seeking to enforce this Agreement shall provide the other party with a written description of the alleged violation of this Agreement and providing a thirty (30) day period in which to cure the alleged violation. The parties shall meet and deal on three separate occasions within a thirty (30) day period to mediate a settlement of any disputes. A party's failure or refusal to meet and deal shall act as that party's waiver of any right under this section to recover costs and attorneys fees. The parties hereby waive any requirement under Section 893.80 of the Wisconsin Statutes that it receive a different form of written notice or that the notice period extend beyond 30 days.

**12. TERM.**

The term of this Agreement is fifteen (15) years from the date of final execution by the parties hereto. No breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination of this Agreement, it being the intent of the parties that any such breach or violation shall only be redressed, enjoined or otherwise remedied by specific performance.

**13. AMENDMENT.**

This Agreement may be amended by mutual Agreement approved by the governing bodies of both parties.

**14. COMPLETE AGREEMENT.**

This Agreement represents the entire integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral; provided, however, that all approvals for matters otherwise subject to this Agreement which were given prior to the date hereof shall remain in full force and effect; provided further, however, that such approvals do not frustrate the material terms of this Agreement.

**15. PERFORMANCE STANDARD.**

This Agreement requires the parties to act or to refrain from acting on number of matters. The parties hereby acknowledge that this Agreement imposes on them a duty of good faith and fair dealing and that each party will promptly and cooperatively perform its obligations hereunder.

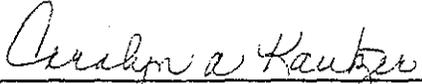
IN WITNESS WHEREOF, the parties have caused the execution of this Agreement by their duly authorized officers as of the date opposite their name.

CITY OF MARSHFIELD

Date: 6/18/97

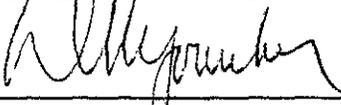
By:   
Richard E. Daniels, Mayor

Date: 6/18/97

Attest:   
Carolyn A. Kautzer, Clerk

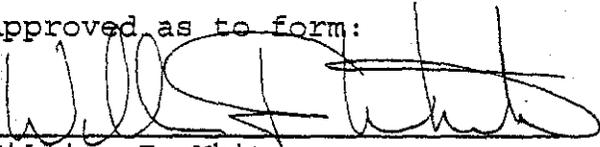
COMMISSION OF THE MARSHFIELD ELECTRIC AND WATER DEPARTMENT

Date: 7/9/97

By:   
Don Younker, President

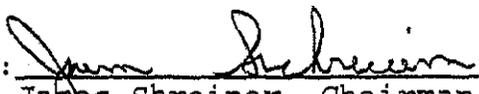
Date: 7/9/97

Attest:   
Bob Kenney, Secretary

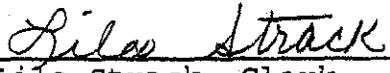
Approved as to form:  
  
William F. White  
City Attorney Special Counsel

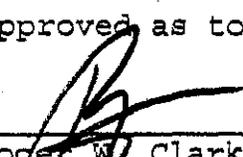
TOWN OF CAMERON

Date: 8-27-97

By:   
James Shreiner, Chairman

Date: 8-27-97

Attest:   
Lila Strack, Clerk

Approved as to form:  
  
Roger W. Clark  
Town Attorney Special Counsel  
e:\x2\client\63658\0001\tmd0120.w52\6/11/97

EXHIBITS

Map A - Scale Map of Cooperative Plan Area

Exhibit A - Legal Description of Vobora Farm

Exhibit B - Legal Description of No Contest Area

Exhibit C - Legal Description of City Growth Area

Exhibit D - Legal Description of Joint Planning Area

Exhibit E - Covenants

Exhibit F - Project Plan

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## Tab 3

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TOWN OF CAMERON,

Plaintiff,

v.

Case No. 97-CV-92

Case Code: 30703

CITY OF MARSHFIELD

Defendant.

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**ORDER AND FINAL JUDGMENT DISMISSING ANNEXATION ACTION  
AND FIXING COMMON BOUNDARY**

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The Town of Cameron and the City of Marshfield, by their attorneys, having filed with the Court a Stipulation to Change Boundaries pursuant to § 66.027 of the Wisconsin Statutes (the "§ 66.027 Stipulation," an original copy of which is attached hereto and incorporated herein by this reference) compromising and settling this annexation action and determining the common boundary line between the Town of Cameron and the City of Marshfield and the circumstances under which the procedures by which territory may be annexed or otherwise transferred from the Town of Cameron to the City of Marshfield until August 27, 2012, at which time the boundary shall be automatically fixed if it has not already been achieved by means of such annexations or other transfers of territory; and the Court having reviewed the circumstances surrounding this § 66.027 Stipulation; and the Town of Cameron having appeared by Special Counsel Roger W. Clark and the City of Marshfield having appeared by Special Counsel William F. White; and it appearing by stipulation of counsel that the § 66.027

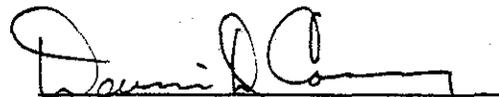
Stipulation was properly published in the Marshfield News-Herald on April 30, 1998 and that thirty (30) days have elapsed without the receipt of the Clerk of the Town of Cameron of a qualified referendum request;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. The above recitals are incorporated into this Order and Final Judgment and made a part hereof.
2. The § 66.027 Stipulation of the parties is approved by the Court and its terms are hereby incorporated by this reference as part of this Order and Final Judgment.
3. This annexation action be and hereby is dismissed with prejudice and without costs to either party.

Dated this 19 day June, 1998.

BY THE COURT:

  
\_\_\_\_\_  
Hon. Dennis D. Conway  
Circuit Court Judge

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TOWN OF CAMERON,

Plaintiff,

vs.

Case No. 97-CV-92

CITY OF MARSHFIELD,

Defendant.

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STIPULATION TO CHANGE BOUNDARIES

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The Town of Cameron, Plaintiff, by its attorneys, Herrling, Clark, Hartzheim & Siddall, Ltd. through Roger W. Clark, and the City of Marshfield, Defendant, by its attorneys, Michael Best & Friedrich LLP through William F. White, hereby stipulate as follows pursuant to Wis. Stat. § 66.027:

1. Parties to Cooperative Plan and Agreement. This Stipulation embodies all of the provisions of that certain Cooperative Plan and Agreement (the "Agreement") entered into by and between the Town of Cameron (the "Town"), and the City of Marshfield (the "City") and the Commission of the Marshfield Electric and Water Department (the "City Entities") on August 27, 1997. A complete copy of the Agreement is available for inspection and review at the office of the Clerk of the Town of Cameron and the office of the Clerk of the City of Marshfield. Unless otherwise defined herein, all terms shall have the meaning set forth in the Agreement.

2. Settlement of Pending Annexation Litigation and Future Boundary Changes. The Town and the City agree to settle pending annexation litigation and other boundary disputes between them, and

to provide cooperatively for annexations or other detachments of territory from the Town and the attachment of such territory to the City, from time to time and upon request of owners of land in question, within the land hereinafter referred to as the "No Contest Area," which is depicted on the map attached hereto as Map A and legally described on Exhibit B and the City Growth Area which is described on Exhibit C. The Town and City will also establish the current Town-City boundary, as hereinafter set forth and the future boundary as set forth on Exhibit A. The terms of the settlement are as follows:

(a) Contested Annexation. Pursuant to the terms of this Stipulation, judgment should be entered in favor of the City declaring that the annexation involved in Wood County Circuit Court Case No. 97-CV-92 is valid and effective, and the case should be dismissed with prejudice and without cost to any party.

(b) No Contest Area. Certain properties within Section 20 lying east of the Vobora Farm are available for annexations to the City (the "No Contest Area"). The No Contest Area is shown on the attached Map A and is legally described on Exhibit B. Annexation of such properties within that area will not be directly or indirectly opposed by the Town.

(c) City Growth Area. Properties remaining within Section 20 of the Town of Cameron, other than those described in subparagraph 2(b) above, which are shown as being within the hatched marks on the attached Map A and legally described on Exhibit C (the "City Growth Area") shall remain within the

Town for a period not to exceed fifteen (15) years subject to the following:

(i) For a period of fifteen (15) years after the execution of the Agreement, the City may annex only those properties within the City Growth area for which property owners have submitted a petition for direction annexation pursuant to § 66.021 of the Wisconsin Statutes. The City may not initiate nor involuntary annex any such properties unless such properties were included within the property owner's petition for annexation.

(ii) The City shall require annexations of property where individual property owners or residents demand municipal sanitary sewer or municipal water service to the property.

(iii) Any properties within the City Growth Area which are not annexed within fifteen (15) years from the date of the Agreement shall be detached by the Town and attached to the City. Each municipality shall promptly and in good faith take all necessary actions to effectuate this attachment and detachment of such territory. Time is of the essence in the performance of the party's obligations hereunder.

(d) Waiver of Opposition. The Town agrees that it will not directly or indirectly oppose any annexations, detachments or attachments of properties in the Town as set forth in Paragraph 1 or 2 of this Stipulation, nor will it financially

support any person, organization or other entity opposing such annexation, attachments or detachments.

3. It is the intent of the parties to this agreement and to the agreement to approve a cooperative plan pursuant to Wis. Stats. § 66.023 to immediately effectuate the agreement pursuant to the terms of this Stipulation. Therefore, in addition to the terms set forth in this Stipulation, the entire agreement previously entered into between the Town and the City is hereby incorporated as a part of this document by reference.

The parties further agree that the terms and conditions contained in the Agreement may be enforced by the Circuit Court of Wood County upon petition to the Court by either party. Authority for enforcement by the Circuit Court shall be available to either party regardless of whether the Cooperative Plan has received approval as a cooperative plan under Wis. Stat. § 66.023. Such authority shall continue for the duration of the agreement. In addition to the settlement contained in this Stipulation, it is the intent of the parties to seek approval of the Agreement as a Cooperative Plan as described hereafter in paragraph four (4) of this Stipulation.

4. Preparation of Cooperative Plan. While the Agreement is in full force and effect, it shall create binding obligations upon the Town and the City Entities. The Town and the City Entities shall prepare, process and receive approval of a cooperative plan submitted to the Wisconsin Department of Commerce under Wis. Stat. § 66.023. Said cooperative plan shall require the detachment from

the Town and annexation to the City of the remainder of the Vobora Farm consisting of the westerly 100 acres, more or less, and shall include all other portions of the Agreement which will have the effect of changing boundaries in the Town. The parties shall promptly, diligently, and in good faith, prepare all necessary documents for submission to the Department of Commerce to receive such approval of the cooperative plan.

5. Boundaries Fixed. This Stipulation comprises and settles the annexation litigation set forth in the caption to this Stipulation and does hereby determine both the present and future boundary lines between the Town of Cameron and the City of Marshfield, under the terms described herein.

6. Publication. After publication of this Stipulation as a Class 1 Notice, and after thirty (30) days have passed thereafter without any valid request for a referendum being filed pursuant to Wis. Stat. § 66.027 or if such a valid request has been filed and a referendum held which supports this Stipulation, then and in that event, the parties shall file with the Court a stipulated final judgment in these cases which incorporate the terms and provisions of the Stipulation which fixes the initial stipulated boundary and future boundary between the Town of Cameron and the City of Marshfield as set forth in this Stipulation.

Dated this 5th day of ~~December 1997~~ February, 1998

CITY OF MARSHFIELD

Date: 1/15/98

By: Richard E. Daniels  
Richard E. Daniels, Mayor

Attest: Carolyn A. Kautzer  
Carolyn A. Kautzer, Clerk

COMMISSION OF THE MARSHFIELD  
ELECTRIC AND WATER DEPARTMENT

Date: 02/05/98

By: Bob Kenney  
Bob Kenney, President

Attest: John Koehne  
John Koehne, Secretary

APPROVED AS TO FORM:

William F. White  
William F. White  
City Attorney, Special Counsel

TOWN OF CAMERON

Date: 1-13-98

By: James Schreiner  
James Schreiner, Chairman

Attest: Lilya Strack  
Lilya Strack, Clerk

APPROVED AS TO FORM:

Roger W. Clark  
Roger W. Clark  
Town Attorney, Special Counsel

f:\staff\N&M\Cameron\Stipulation

EXHIBIT A - (VOBORA FARM,

THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE CITY OF MARSHFIELD AND IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW 1/4 NE 1/4, SECTION 20, T25N, R3E; THENCE EAST ALONG THE SOUTH LINE OF THE SW 1/4 NE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF THE NW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE NW 1/4 SE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; THENCE WEST ALONG THE NORTH LINE OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764 TO THE NORTHWEST CORNER OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; THENCE SOUTH ALONG THE WEST LINE OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764 TO THE NORTH LINE OF UNITED STATES HIGHWAY 10; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 TO THE WEST LINE OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 TO THE WEST LINE OF THE SE 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 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 FOR A DISTANCE OF 1,218.06 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13; THENCE N 00°21'13" E ALONG THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13 FOR A DISTANCE OF 475.03 FEET TO THE NORTH LINE OF THE SAID SW 1/4, SW 1/4, SECTION 20, T25N, R3E; THENCE N 00°21'13" E ALONG THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13 FOR A DISTANCE OF 921.10 FEET; THENCE S 88°41'03" E FOR A DISTANCE OF 363.00 FEET; THENCE N 00°21'13" E FOR A DISTANCE OF 360.00 FEET; THENCE S 88°41'03" E FOR A DISTANCE OF 878.80 FEET TO THE EAST LINE OF THE SAID NW 1/4 SW 1/4 SECTION 20, T25N, R3E; THENCE S 88°41'03" E FOR A DISTANCE OF 650.63 FEET; THENCE N 00°10' 08" E FOR A DISTANCE OF 33.01 FEET TO THE NORTH LINE OF THE NE 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE EAST ON THE NORTH LINE OF THE NE 1/4 SW 1/4, SECTION 20, T25N, R3E, TO THE POINT OF BEGINNING.

EXHIBIT B - (NO CONTEST AREA)

THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; AND
2. NE 1/4 SE 1/4 AND SE 1/4 SE 1/4, SECTION 20, T25N, R3E.

EXHIBIT C - (CITY GROWTH AREA)

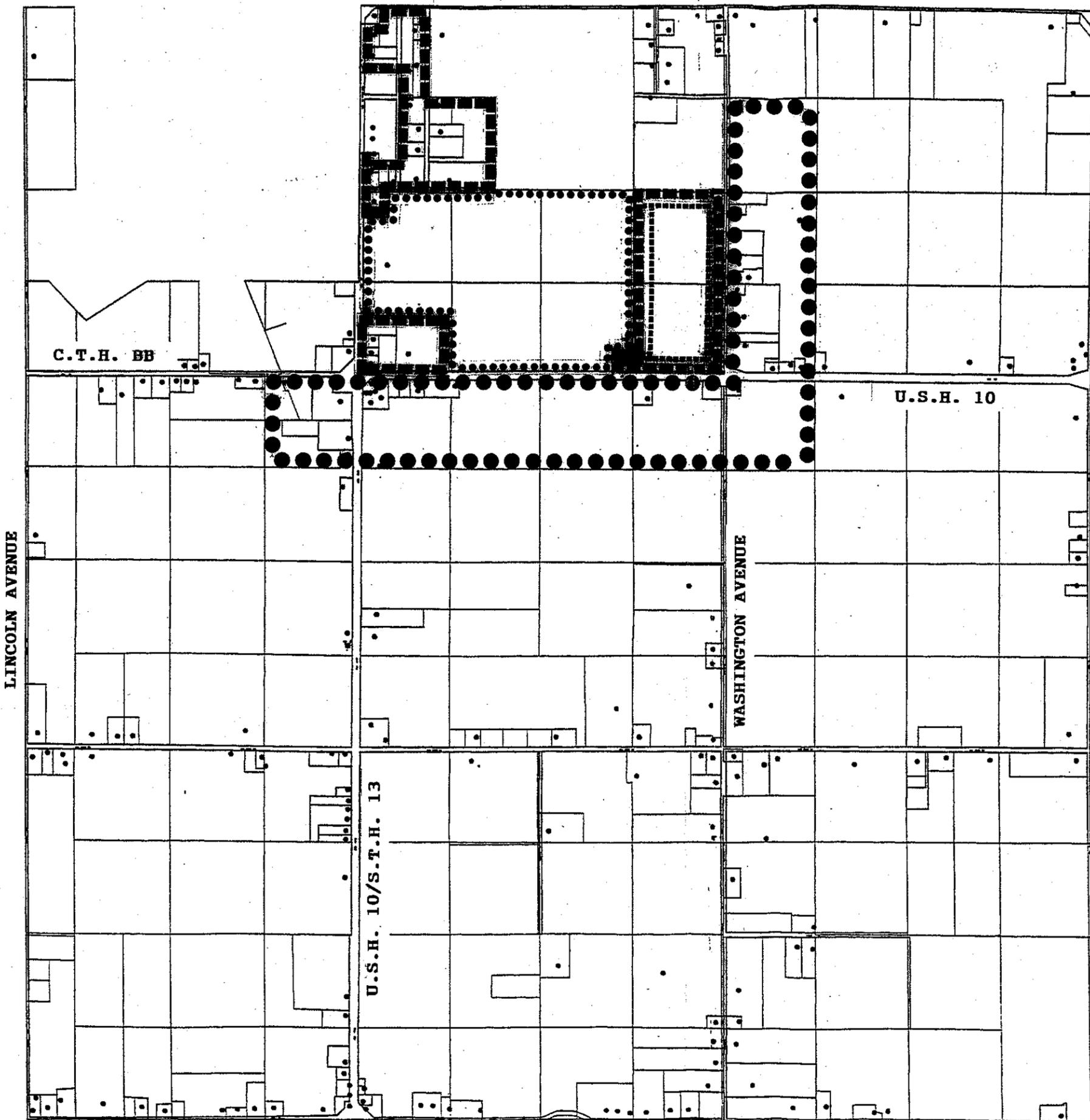
THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE SW CORNER OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE EAST ON THE SOUTH LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E TO THE EAST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ON THE EAST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E, TO THE NORTH LINE OF UNITED STATES HIGHWAY 10; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 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 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ON THE WEST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E, 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 SAID WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 3785 TO THE SOUTH LINE OF 29TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 29TH 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 NUMBER 2404 BEING THE NORTHWEST CORNER OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE EAST ALONG THE NORTH LINE OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE SOUTH LINE OF THE SE 1/4 NW 1/4, 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 N 88°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 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ON THE WEST LINE OF THE NW 1/4 SW 1/4, SECTION 20, T25N, R3E TO THE SOUTHWEST CORNER OF THE SW 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ALONG THE WEST LINE OF THE SW 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE NORTH LINE EXTENDED OF 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 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ALONG THE WEST LINE OF THE NW 1/4 NW 1/4, 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.

# Tab 4

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29TH STREET



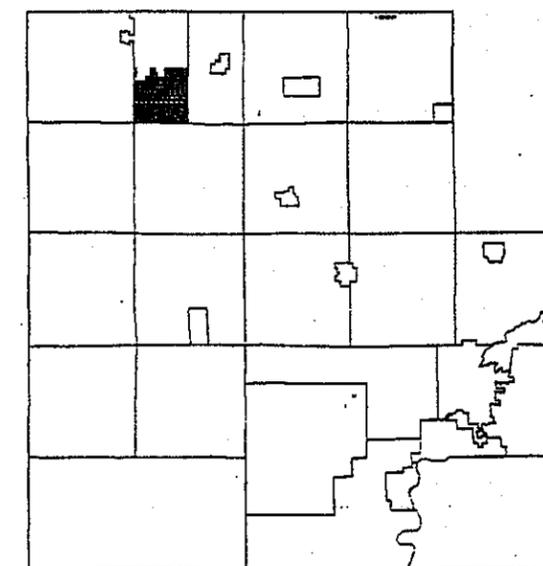
# Town of Cameron

- ..... VOBORA FARM
- NO CONTEST AREA
- CITY GROWTH AREA
- JOINT PLANNING AREA

• Indicates structures present



## Wood County



Locator Map

# Tab 5

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EXHIBIT A - (VOBORA FARM)

THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE CITY OF MARSHFIELD AND IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SW 1/4 NE 1/4, SECTION 20, T25N, R3E; THENCE EAST ALONG THE SOUTH LINE OF THE SW 1/4 NE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF THE NW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE NW 1/4 SE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E TO THE NORTHEAST CORNER OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; THENCE WEST ALONG THE NORTH LINE OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764 TO THE NORTHWEST CORNER OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; THENCE SOUTH ALONG THE WEST LINE OF WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764 TO THE NORTH LINE OF UNITED STATES HIGHWAY 10; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 TO THE WEST LINE OF THE SW 1/4 SE 1/4, SECTION 20, T25N, R3E; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 TO THE WEST LINE OF THE SE 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 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 FOR A DISTANCE OF 1,218.06 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13; THENCE N 00°21'13" E ALONG THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13 FOR A DISTANCE OF 475.03 FEET TO THE NORTH LINE OF THE SAID SW 1/4, SW 1/4, SECTION 20, T25N, R3E; THENCE N 00°21'13" E ALONG THE EAST RIGHT-OF-WAY LINE OF STATE TRUNK HIGHWAY 13 FOR A DISTANCE OF 921.10 FEET; THENCE S 88°41'03" E FOR A DISTANCE OF 363.00 FEET; THENCE N 00°21'13" E FOR A DISTANCE OF 360.00 FEET; THENCE S 88°41'03" E FOR A DISTANCE OF 878.80 FEET TO THE EAST LINE OF THE SAID NW 1/4 SW 1/4 SECTION 20, T25N, R3E; THENCE S 88°41'03" E FOR A DISTANCE OF 650.63 FEET; THENCE N 00°10' 08" E FOR A DISTANCE OF 33.01 FEET TO THE NORTH LINE OF THE NE 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE EAST ON THE NORTH LINE OF THE NE 1/4 SW 1/4, SECTION 20, T25N, R3E, TO THE POINT OF BEGINNING.

# Tab 6

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853020

REGISTER OF DEEDS  
WOOD COUNTY  
RECORDED ON

09-20-1999 11:57 AM

RENE' L KRAUSE  
REGISTER OF DEEDS

*Rene L Krause*

REC. FEE: 10.00  
TRAN. FEE:  
PAGES: 1

Document No.

Town of Cameron, a municipality of the State of Wisconsin, by its Town Chairman, James Schreiner and by its Town Clerk, Lila Strack, quit claims to the City of Marshfield, a municipal corporation, the following described real estate in Wood County, State of Wisconsin:

The South thirty-three (33) feet of the Southwest Quarter (SW<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Twenty (20), Township Twenty-five (25) North, Range Three (3) East; except that part deeded for S.T.H. #13; and

The South Thirty-three (33) feet of the West one-half (W<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of the Northwest Quarter (NW<sup>1</sup>/<sub>4</sub>) of Section twenty (20), Township 25 North, Range 3 East.

This transaction is exempt from a transfer fee and transfer return form pursuant to Section 77.25(2r).

1000P

Stauber, Juncer & Wolfgram, S.C.  
114 W. 5th Street  
Marshfield, WI 54449-1178

(Parcel Identification Number)

This is not homestead property.

Dated this 7<sup>th</sup> day of September, 1999.

Town of Cameron

By: *James Schreiner* (Seal) (Seal)  
James Schreiner, Town Chairman

(Seal) *Lila Strack* (Seal)  
Lila Strack, Town Clerk

AUTHENTICATION

Signature(s) \_\_\_\_\_  
authenticated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

ACKNOWLEDGMENT

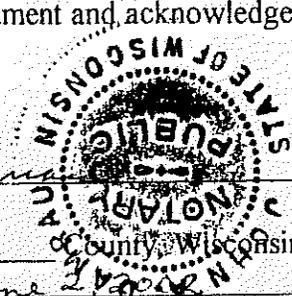
STATE OF WISCONSIN )  
WOOD COUNTY ) ss.

Personally came before me this 7<sup>th</sup> day of September, 1999, the above named Town of Cameron, a municipality of the State of Wisconsin, by: James Schreiner, Town Chairman and Lila Strack, Town Clerk to me known to be the persons who executed the foregoing instrument and acknowledge the same.

TITLE: MEMBER STATE BAR OF WISCONSIN

THIS INSTRUMENT WAS DRAFTED BY:  
Wm. C. Gamoke, Stauber, Juncer & Wolfgram, S.C.  
PO Box 1178, Marshfield, WI 54449

*John A. Danneberg*  
Notary Public Wood County, Wisconsin  
My commission expires: June 2, 2002



## Tab 7

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Document No.

~~W 1/2 SE, E 1/2 SW~~ 20-25-3  
MARSHFIELD CITY OF  
TO  
PUBLIC  
WOOD CO. WIS.

The undersigned, Dennis A. Juncer, being the City Attorney of the City of Marshfield, Wood County, State of Wisconsin, does hereby certify that the attached Declaration of Restrictive Covenants and Restrictions of Mill Creek Business Park -- TIF District No. 5 of the City of Marshfield is a true, correct, and complete copy of the original declaration approved by the City Council of the City of Marshfield on August 11, 1998.

'99 APR 27 AM 9 21

RECORD IN  
VOL. 933 Rec PAGE 1  
REGISTER OF DEEDS

*Rene K. Rausch*

Dated this 19th day of April, 1999.

CENTRAL ABSTRACT & TITLE  
P.O. BOX 758  
WIS. RAPIDS, WI 54495-0758

*Dennis A. Juncer*  
Dennis A. Juncer

G-25742 5200 P STL

Subscribed and sworn to before me  
this 19th day of April, 1999

FILE COPY

*Debra S. Schoenfuss*  
Debra S. Schoenfuss, Notary Public  
State of Wisconsin, Wood County  
My commission expires: July 2, 2000

Drafted by:  
Stauber, Juncer & Wolfgram, S.C.  
114 West Fifth  
P.O. Box 1178  
Marshfield, WI 54449  
(715) 387-1155

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS  
MILL CREEK BUSINESS PARK -- TIF DISTRICT NO. 5**

The property to be governed under this Declaration of Protective Covenants and Restrictions is legally described as follows:

Ward 16, City of Marshfield: That part of Section 20, Township 25 North, Range 3 East, in the Town of Cameron, Wood County, Wisconsin, more particularly described as follows:

Beginning at the southwest corner of the SW ¼ NE ¼, Section 20, T25N, R3E; thence east along the south line of the SW ¼ NE ¼, Section 20, T25N, R3E to the northeast corner of the NW ¼ SE ¼, Section 20, T25N, R3E; thence south along the east line of the NW ¼ SE ¼, Section 20, T25N, R3E to the northeast corner of the SW ¼ SE ¼, Section 20, T25N, R3E; thence south along the east line of the SW ¼ SE ¼, Section 20, T25N, R3E to the northeast corner of Wood County Certified Survey Map number 4764; thence west along the north line of Wood County Certified Survey Map number 4764 to the northwest corner of Wood County Certified Survey Map number 4764; thence south along the west line of Wood County Certified Survey Map number 4764 to the north line of United States Highway 10; thence west along the north line of United States Highway 10 to the west line of the SW ¼ SE ¼, Section 20, T25N, R3E; thence west along the north line of United States Highway 10 to a point 475 feet west of the west line of the SW ¼ SE ¼, Section 20, T25N, R3E; thence north parallel to the west line of the SW ¼ SE ¼, Section 20, T25N, R3E, to the south line of the NE ¼ SW ¼, Section 20, T25N, R3E; thence north parallel to the west line of the NW ¼ SE ¼, Section 20, T25N, R3E, to the north line of the NE ¼ SW ¼, Section 20, T25N, R3E; thence east on the north line of the NE ¼ SW ¼, Section 20, T25N, R3E, to the point of beginning. Being all of the NW1/4 - SE1/4, part of the SW ¼ - SE ¼, NE ¼ - SW ¼ & SE ¼ - SW ¼ of 20-25-3.

WHEREAS, the undersigned City of Marshfield, as owner of all of the lands included in the Mill Creek Business Park, City of Marshfield, Wood County, Wisconsin, except the existing public highways; and

WHEREAS, said lands are proposed to be located within Tax Incremental Financing District No. 5 in the City of Marshfield; and

WHEREAS, it is deemed proper to impose upon all of the above described lands certain restrictions, reservations, limitations and covenants, as hereinafter set forth for the development of said lands as a part of the Mill Creek Business Park to insure the proper use and appropriate development and improvement of each building site therein; to protect the environment in this planned Business Park to insure the proper use and appropriate development and improvement of each building site therein; to protect the environment in this planned Business Park which will also include light industrial uses; to guard against the erection therein of structures built of improper or unsuitable materials; to require conformity to applicable zoning ordinances and building codes; to insure reasonable development of said property and the location of improvements therein; to control the development of said property as a business park permitting proper setbacks from the streets, adequate free space between structures, adequate parking, and, in general, to provide for a high quality of improvement on said property so as to insure that each building site will not adversely affect the general plan for physical development of the Business Park nor adversely affect the health or safety of residents or worker in said areas, nor be detrimental to the use or development of other properties in the Mill Creek Business Park.

NOW, THEREFORE, IT IS HEREBY DECLARED AND AGREED, that the following restrictions, reservations, limitations and covenants be and the same hereby are adopted, and that all of the lands within Mill Creek Business Park in the City of Marshfield, Wood County, Wisconsin, except the public highways presently existing, be subject thereto, as follows; to-wit:

**ARTICLE I  
THE DECLARANT, COVENANT COMMITTEE AND PARK DEFINITIONS**

- A. The Declarant, hereinafter referred to, shall at all times hereafter consist of the City of Marshfield as the owner of said lands, its successor or assigns.
- B. A Covenant Committee shall be appointed consisting of a minimum of five members, all of whom shall be designated by the owner of said land. It is recommended that the Covenant Committee initially be made up of members of the Industrial Park Authority, which consists of the Mayor, a representative from the City Council, the City Public Works Director. In addition, the Covenant Committee shall include a representative from the Town of Cameron. In addition, it is recommended that the Executive Director of the Chamber of Commerce or representative of the Chamber that is directly related to marketing and promotion of the Mill Creek Business Park be included on the Covenant Committee. This committee make-up shall remain the same until 50% of the land is sold and improved with buildings, at which time, one of the members from the Industrial Park Authority shall be replaced by a member to be chosen by the remaining members, from among those persons who are either individual owners or the principal officers of a corporate owner of lands within said Business Park which is the subject of this declaration, being an owner of record to whom the Declarant herein delegate all of the authorities, duties and responsibilities as hereinafter set forth relative to the administration and enforcement of the covenants set forth in this declaration. In the event of a death or resignation of any member of said committee, the City shall have the authority to choose the successor committee member. A simple majority of members shall be empowered to act as and for the Covenant Committee on any matter under the jurisdiction of said committee.

It is also recommended that any member of the Covenant Committee be well versed in site plan review, industrial recruitment and marketing as well as familiar with the Protective Covenants and Restrictions and the intent of these restrictions. The Covenant Committee may choose to use the services of an outside expert in the field of planning to assist in site plan review and compliance recommendations.

- C. The terms "Park" or "Business Park" as used herein shall refer to the above described land which are the subject of this declaration.

ARTICLE II  
LAND USE

- A. No land shall be used for any purpose other than as permitted in a B-3, Highway Business District or M-1, Industrial Park District as provided in the City of Marshfield Zoning Ordinance in force and effect on the date of this document and as the same may be hereafter from time to time amended unless rezoned at the discretion of the Industrial Park Authority and pursuant to the zoning ordinance. The Mill Creek Business Park shall also be governed by restrictions on land uses as described in Article IIB and IIC, below. The Declarant reserves the right to limit or restrict the use of a particular lot or lots under the provisions of Article IIIA hereof which reserved rights are hereby specifically relegated to the said Covenant Committee.
- B. Wellhead Protection Zone.
1. Purpose. The purpose of this section is to establish requirements intended to protect the availability and purity of the City of Marshfield's drinking water supply. The Mill Creek Business Park is located within the wellhead protection zone for the City's southern well field. For that reason, it is essential that activities within the Park not harm the City's drinking water aquifer. Harm to the aquifer can result in serious damage to the health and vitality of the local economy and create a substantial financial liability to the industry at fault.
  2. Prohibited Uses. The following types of industries have a high potential to contaminate groundwater, and are prohibited from developing or locating in the Mill Creek Business Park.
    - a. Agricultural chemical manufacturing or processing plants, distribution facilities handling predominantly agricultural chemicals, storage facilities handling predominantly agricultural chemicals or bulk sale facilities
    - b. Asphalt products manufacturing or processing plants
    - c. Automobile car washes
    - d. Automobile service stations
    - e. Wood building products manufacturing or processing plants involving biohazardous components
    - f. Cemeteries
    - g. Hazardous chemical manufacturing or processing plants, distribution facilities handling predominantly hazardous chemicals, storage facilities handling predominantly hazardous chemicals or bulk sale facilities
    - h. Dry cleaning establishments
    - i. Electronic circuit assembly plants
    - j. Electroplating plants
    - k. Exterminating shops
    - l. Feedlots
    - m. Foundries and forge plants
    - n. Garages - for repair and servicing of motor vehicles, including body repair, painting or engine rebuilding
    - o. Highway salt storage areas
    - p. Industrial liquid waste storage areas

- q. Junkyards and auto graveyards
  - r. Landfills or facilities for the treatment, storage or disposal of waste
  - s. Metal reduction and refinement plants
  - t. Mining operations (gravel pits)
  - u. Motor and machinery service and assembly shops
  - v. Paint products manufacturing
  - w. Petroleum products storage or processing
  - x. Photography studios, including the developing of film and pictures
  - y. Plastics manufacturing, other than molding operations and assembly operations
  - z. Printing and publishing establishments which use nonbiodegradable inks and/or volatile organic compounds
  - aa. Pulp and paper manufacturing
  - bb. Trucking terminals other than those used as on-site distribution centers
3. Prohibited Fixtures. The following fixtures have a high potential to contaminate groundwater and are prohibited from being installed in the Mill Creek Business Park:
- a. No private on-site sewage disposal systems shall be allowed where sanitary sewer exists.
  - b. No underground storage tanks are allowed.
  - c. No above ground storage tanks are allowed, unless the tanks are first surrounded with a dike constructed of impermeable material with a sufficient volume to contain the contents of the tank.
  - d. No underground piping is allowed.
4. Conditions on Usage. Any business located in the Mill Creek Business Park must strictly control its storage and handling of any potential groundwater contaminants, including paints, solvents, degreasers, petroleum products, pesticides, herbicides, fungicides, fertilizer, acids, bases, treated building materials and other industrial chemicals. These materials may not be stored outside.
5. Spill Protection. Each business located within the Mill Creek Business Park must prepare and implement a written spill response plan (SARA reporting requirements would be acceptable). The plan must be provided to the Marshfield Electric and Water Utility for review, comment and final approval. The written spill response plan must provide, at a minimum:
- a. A complete manifest of potential groundwater contaminants that are used, stored or generated on the site.
  - b. Procedures for keeping waste disposal documentation that can be inspected by the Utility.
  - c. A reporting procedure to inform the WDNR and the Utility of any releases that occur on site.
  - d. A list of responsible company personnel with work and home phone numbers.
  - e. Inventory procedures and documentation for all potential contaminant

- sources.
- f. Monitoring and reporting procedures for any significant potential contaminant sources.
- g. Spill contaminant and clean up procedures.

6. Excavations. No excavation of more than 10 feet deep is allowed in the Mill Creek Business Park. This prohibition, however, may be waived by the Utility, at its option, in writing if the owner, developer, or builder conducts a geotechnical feasibility study which (1) investigates the thickness of the confining layer for the drinking water aquifer on site; (2) assesses the impact of the excavation on the drinking water aquifer; and (3) determine that the proposed excavation on site would not negatively impact the drinking water aquifer.

C. Other uses which will be non-permitted in the Mill Creek Business Park.

B-3 Highway Business District

- Agricultural services
- Amusement and recreation services
- Automotive, implement and recreation vehicle sales
- Building supplies
- Garden supplies
- Mini warehouses
- All non-taxable properties (i.e., churches, schools, etc.)
- Single family
- Two family
- Multi-family
- Boarding houses
- Mobile home dealers
- Contractors-building construction

M-1 Industrial Park District

- All non-taxable properties (i.e., churches, schools, etc.)
- Single family
- Two family
- Multi-family
- Boarding houses
- Bed & breakfasts
- Home occupations
- Amusement and recreation services
- Garden supply stores

**ARTICLE III  
PLANS AND SPECIFICATIONS**

A. No buildings, fence, wall, sign, advertising device, roadway, loading facility, outside storage facility, parking area, site grading, planting, landscaping, facility for industrial

waste or sewage disposal, nor any other improvement shall be commenced, erected or constructed, nor shall any addition thereto or change or alteration therein be made (except to the interior of a building), nor shall any change in the use of any premises be made, until the plans and specifications therefore, showing the nature, kind, shape, heights, materials, color scheme, lighting and location on the lot of the proposed uses or change in the use of the premises, shall have been submitted to and approved in writing by the Covenant Committee. A copy of plans and specifications as finally approved shall be filed permanently with the Covenant Committee. The Covenant Committee shall have the right to refuse to approve any such plans or specifications or proposed use of the premises for any reason which the Covenant Committee, in its sole discretion, may deem in the best interests of the Park and the Owners or lessees or prospective owners or lessees of other properties therein.

- B. Failure of the Covenant Committee to act upon the plans and specifications submitted within 30 days after submission shall constitute an approval of such plans.
- C. Construction and alteration of all improvements in the Park shall be in accordance with the requirements of all applicable Building, Zoning and other Codes and Regulations.
- D. No site shall be less than one (1) acre in area in the industrially-zoned area; no site shall be less than 27,000 square feet in the commercially-zoned area.
- E. Spoil excavated or dug on the Park premises may be removed from the area of the Park upon written approval of the Covenant Committee if the owner of any lot has any excess of such spoil excavated during construction. The Covenant Committee may choose to have the spoil deposited elsewhere in the Mill Creek Business Park. In this situation, the owner of the lot from which such spoil is removed shall not be responsible for the leveling thereof on any area so designated for depositing the excess spoil beyond or outside of the boundaries of the owner's lot.

#### ARTICLE IV DEVELOPMENT STANDARDS

##### I. INDUSTRIALLY-ZONED AREA

- A. A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to the Covenant Committee in triplicate for the written approval by the Covenant Committee. Normally, the occupant's trademark and/or trade name may be displayed on the building in the manner in which they are generally used by the occupant.
- B. All present and future vehicular parking, including trucks, trailers, employee and visitor parking, shall be provided on the premises and shall comply with all the provisions of the applicable Marshfield City zoning regulations. All parking areas are to be paved and provide dust-free, all weather surfaces. No parking areas will be permitted within the building setback lines with the following two exceptions: (1) Office employee and visitor parking may be permitted within the front yard setback lines subject to approval of the Covenant Committee, and (2)

Lots bounded by more than one road may have parking areas within the building setback lines along roads other than the one on which the building fronts subject to approval of the Covenant Committee.

C. Building Standards

1. The front facade and street side facades shall be brick, stone, architectural concrete panels, architectural metal, architectural wood and/or glass. Unfaced concrete block, structural concrete, prefabricated metal siding and the like are discouraged from such facade areas. The use of these materials elsewhere shall only be in a manner approved by the Covenant Committee.
2. All elevations of the building shall be designed in a consistent and coherent architectural manner. Changes in material, color and/or texture, when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building.
3. All electrical and air conditioning structures, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design.

D. Landscaping

1. The front yard setback area of each site shall be landscaped with an effective combination of street trees, trees, ground cover and shrubbery. All unpaved areas not utilized for parking shall be landscaped in a similar manner. The entire area between the curb and a point ten (10) feet in back of the front property line shall be landscaped, except for any access driveway in said area. Notwithstanding the above, the entire area between the right-of-way and the building setback line of any property fronting on STHs 10 and 13 shall be densely landscaped with a combination of landscape plantings and earth berming to create an effective visual screen on all use areas with the exception of the building facade.
2. Side and rear yard setback areas not used for parking or storage shall be landscaped utilizing ground cover and/or shrub and tree materials.
3. Undeveloped areas proposed for future expansion shall be maintained in a weed-free condition and shall be landscaped if required by the Covenant Committee.
4. Areas used for parking shall be landscaped and/or fenced in such a manner as to interrupt or screen said areas from view from access streets, highways and adjacent properties. Plant materials used for this purpose shall consist of lineal or grouped masses or shrubs and/or trees.

E. Loading which is visible from adjacent streets shall only be allowed for buildings

with two street frontages: STHs 10 and/or 13 and an interior street. Street side loading shall be allowed provided the loading dock is set back a minimum of seventy (70) feet from the street right-of-way line. Said loading area must be screened from view of adjacent streets.

- F. All outdoor storage shall be visually screened from access streets, STHs 10 and 13 and adjacent property. Said screening shall form a complete opaque screen up to a point eight (8) feet in vertical height but need not be opaque above that point. Outdoor storage shall be meant to include parking of all company owned and operated motor vehicles, with the exception of passenger vehicles. No storage shall be permitted between a frontage street and the building line.
- G. Refuse Collection Areas. All outdoor refuse collection areas shall be visually screened from access streets, STHs 10 and 13 and adjacent property by a complete opaque screen. No refuse collection areas shall be permitted between a frontage street and the building line.
- H. No materials, supplies or products shall be stored or permitted to remain on the premises outside a permanent structure without the prior written consent of the Covenant Committee.
- I. No building shall be painted, repainted, stuccoed or surfaced with any material unless and until the Covenant Committee approves the color and/or material in writing.
- J. Occupants of the Park shall not cause or make any excessive noise, odors, harmful sewage or vibration that could be deemed objectionable to other occupants and that would conflict with the purposes or restrictions of the Park, and shall not create or maintain a nuisance. Each occupant must provide for trash disposal from his building.
- K. No rubbish may be burned on the premises within the Park except in an incinerator especially constructed and designated for this operation and approved by the Covenant Committee and the Wisconsin Department of Workforce Development.
- L. Architectural review by the Covenant Committee will take into account the appearance of all buildings, parking areas and storage areas as viewed from STHs 10 and 13.

## II. COMMERCIALY-ZONED AREA

- A. A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to the Covenant Committee in triplicate for the written approval by the Covenant Committee. Normally, the occupant's trademark and/or trade name may be displayed on the building in the manner in which they are generally used by the occupant.

B. All present and future vehicular parking, including trucks, trailers, employee and visitor parking, shall be provided on the premises and shall comply with all the provisions of the applicable Marshfield City zoning regulations. All parking areas are to be paved and provide dust-free, all weather surfaces. No parking areas will be permitted within the building setback lines with the following two exceptions: (1) Office employee and visitor parking may be permitted within the front yard setback lines subject to approval of the Covenant Committee, and (2) Lots bounded by more than one road may have parking areas within the building setback lines along roads other than the one on which the building fronts subject to approval of the Covenant Committee.

C. Building Standards

1. All elevations shall be of brick, stone, architectural concrete panels, architectural wood and/or glass including curtain walls. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are not acceptable for such facade areas. The use of these materials elsewhere shall only be in a manner approved by Covenant Committee.
2. All elevations of the building shall be designed in a consistent and coherent manner. Changes in material, color and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building.
3. All electrical and air conditioning structures or any other exterior-mounted appurtenances, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design.
4. All buildings shall be sited on the lot to harmoniously relate to buildings on adjoining lots. All buildings shall require proposed development to be designed to appear to have an appearance similar to the front facade facing all four directions.
5. Minimum Building Setback Lines, Yards
  - a. Front yard and street side yard shall be a minimum of 35 feet.
  - b. Interior side yards shall be a minimum of 20 feet.
  - c. Rear yard setback shall be 25 feet.
  - d. The minimum space between building pads shall be 30 feet.

D. Landscaping

1. Landscape design and planting is to be an integral part of the site design concept and not an afterthought merely added onto plans.
2. At least 15% of the area between the main building face and the front property lines shall be of a permeable landscaped surface.

3. Landscape areas shall generally consist of a combination of trees, shrubs and groundcover. Landscape areas shall be viewed as transition and integration between pad sites and surround land uses.
4. Special landscape treatment shall be employed to highlight and identify entrances.
5. Landscape areas shall be regularly spaced in parking lots to break up massiveness of pavement.
6. Landscaping shall be used in conjunction with screening walls when multi-story buildings abut an adjacent property where topography lessens the effect of a wall alone. Where a building exceeds 15 feet in height, 4" caliper trees shall be required, spaced every 30 feet along the wall.
7. Existing trees are to be saved whenever possible, with any necessary removal approved as a part of the landscape plan. It is incumbent upon the owner to take all steps necessary to effectively protect such existing trees during and after clearing, grading and construction.
8. The street and side yard lawns must be sodded. Proper seeding procedures may be used elsewhere. The lawn and as much of the other landscaping as the season permits shall be installed as an integral part of the building project. All remaining landscaping is to be installed during the next planting season.
9. Any approved outdoor storage areas shall be visually screened from view from public streets and public use areas on adjacent properties. Such screening shall form a complete opaque screen up to a point eight feet in vertical height. Location and landscaping plans of storage areas within the this development area must exceed landscaping requirements of the remainder of the Mill Creek Business Park and receive written approval from the Covenant Committee. Special attention shall be given to screening of outdoor storage areas to disallow views of any unscreened storage from STHs 10 and 13. The Covenant Committee will not allow any variance from this policy.

#### E. Parking and Loading Area Standards

1. Main drive aisles shall generally be free of parking. Long circulation aisles (generally in excess of 500') shall be offset (typically 45 degrees or more) to prevent excessive speed.
2. Lanes shall be provided for drive-thru facilities, including stacking space, that are physically separated from other circulation and parking aisles.
3. Parking shall be arranged to provide readily accessible spaces for each establishment.

4. Service facilities shall be separate from main circulation and parking functions. Services areas shall be easily accessible by service vehicles.
5. Pad site service areas shall be screened from the remainder of the development and physically separated from the circulation aisles and parking areas serving the remainder of the site. Pad site service areas shall typically be screened by an extension of the building, i.e., extended wing walls from the building. When used, these walls may be of solid construction if lighted on both sides or a minimum of 30% of open construction if lighted on only one side.

F. Access

1. Driveways shall typically be spaced a minimum of 100 feet from the intersections of major thoroughfares unless a one-way traffic flow is used.
2. The ingress side of the main entrance drive shall be the largest radius allowed by ordinance for better access into the site.
3. Driveways shall maintain an appropriate sight distance triangle at all perimeter entrances.
4. Main entrance drives shall generally be located at median breaks providing left turn access to and from the site.
5. Aisles intersecting with entrance drives shall be spaced a minimum of 20 feet from the property line to provide for smooth turning movements.

III. CORPORATE AND PROFESSIONAL OFFICE AND RESEARCH AND DEVELOPMENT FACILITIES

- A. A scale drawing of any sign, trademark or advertising device to be used on any lot or the exterior of any building or structure will be submitted to the Covenant Committee in triplicate for the written approval by the Covenant Committee. Normally, the occupant's trademark and/or trade name may be displayed on the building in the manner in which they are generally used by the occupant.
- B. All present and future vehicular parking, including trucks, trailers, employee and visitor parking, shall be provided on the premises and shall comply with all the provisions of the applicable Marshfield City zoning regulations. All parking areas are to be paved and provide dust-free, all weather surfaces. No parking areas will be permitted within the building setback lines with the following two exceptions: (1) Office employee and visitor parking may be permitted within the front yard setback lines subject to approval of the Covenant Committee, and (2) Lots bounded by more than one road may have parking areas within the building setback lines along roads other than the one on which the building fronts subject to approval of the Covenant Committee.

## C. Building Standards

1. All facades shall be of brick, stone, architectural concrete panels, architectural wood and/or glass including curtain walls. Unfaced concrete block, structural concrete, prefabricated metal siding, and the like are not acceptable for such facade areas. The use of these materials elsewhere shall only be in a manner approved by the Covenant Committee.
2. All elevations of the building shall be designed in a consistent and coherent manner. Changes in material, color and/or texture when permitted, shall occur at points relating to the massing, fenestration or overall design concept of the building.
3. All electrical and air conditioning structures or any other exterior-mounted appurtenances, including towers and air handling units, regardless of location and whether on the roof or otherwise, shall be concealed by landscaping or by decorative screening materials which form an integral part of the design.
4. All buildings shall be sited on the lot to harmoniously relate to buildings on adjoining lots. All lots within the view of STHs 10 and 13 shall require proposed development to be designed to appear to have an appearance similar to the front façade facing all four directions.
5. Minimum Building Setback Lines, Yards
  - a. Front yard and street side yard shall be a minimum of 35 feet.
  - b. Interior side yards shall be a minimum of 20 feet.
  - c. Rear yard setback shall be 30 feet.

## D. Landscaping

1. Landscape design and planting is to be an integral part of the site design concept and not an afterthought merely added onto plans.
2. At least 30% of the site open space shall be landscaped. The open space area of each lot shall be planted with permanent lawn and ground covers, shrubs and trees. A variety of plant materials shall be used in the landscape plan such as large and small deciduous trees, large, medium and small shrubs, large and small evergreen trees, large, medium and small evergreen shrubs and groundcovers. The landscape plan shall consider size of plant material at maturity, not at purchase. Thorny plants shall not be placed next to pedestrian areas. Landscape materials shall be of long-lived varieties. Plants and other landscape elements shall be permanent in nature. Short-lived materials, such as annual flowers, may be used to accent or supplement the basic permanent landscape plan.
3. Existing trees are to be saved whenever possible, with any necessary removal approved as a part of the landscape plan. It is incumbent upon

the owner to take all steps necessary to effectively protect such existing trees during and after clearing, grading and construction. If existing trees are killed during the construction process or subsequently die for any reason, the lessee/developer shall replace in accord with the following formula: If a tree destroyed was up to 6" caliper, one new tree (of approximately the same size) for each tree destroyed; between 6-18" caliper, two new trees of 6" caliper for each tree destroyed; for trees 18" and over, four new trees of 6" caliper for each tree destroyed.

4. Enough trees and shrubs along with grasses are required to accomplish a park-like appearance, visual screening, sound absorption, border definition, land cooling, drainage and other environmental relationships. If the site is unwooded, the lessee/developer will add trees at the absolute minimum rate of 4 canopy trees of 3" caliper and 2 intermediate trees of 2-1/2" caliper if deciduous and 4' in height if conifer for each one acre of net site area.
5. One of the uses of landscaping will be to screen. This can be by architecturally complementary wing walls, mounds or vegetation. All yards shall have at least a 10-foot depth of landscaping from the lot line. There shall also be a minimum of 10' of landscaping to effectively screen parking lots and the automobiles thereon, loading docks from public streets, joint driveways, and neighboring properties. Landscaped screens shall extend a minimum of 4' in height above view lines in all areas exposed to view from outside of the site. The total landscaped depth of the two side yards shall be at least 30 feet.
6. The street front yard and the street side yards and the side yards abutting the front one-third of the building shall have a minimum of a six-foot strip of landscaping immediately adjacent to the building or to any sidewalk adjacent to the building. Paved pedestrian walks to building entrances may cross said strip.
7. The street and side yard lawns must be sodded. Proper seeding procedures may be used elsewhere. The lawn and as much of the other landscaping as the season permits shall be installed as an integral part of the building project. All remaining landscaping is to be installed during the next planting season.
8. Any approved outdoor storage areas shall be visually screened from view from public streets and public use areas on adjacent properties. Such screening shall form a complete opaque screen up to a point eight feet in vertical height. Location and landscaping plans of storage areas within the this development area must exceed landscaping requirements of the remainder of the Mill Creek Business Park and receive written approval from the Covenant Committee. Special attention shall be given to screening of outdoor storage areas to disallow views of any unscreened storage from STHs 10 and 13. The Covenant Committee will not allow any variance from this policy.

**E. Parking and Loading Area Standards**

1. All parking lots shall be located to the rear of the building or in the side yard behind the front yard setback, except that an office staff and guest parking lot containing not more than twenty five (25) cars may be located within the front yard or street side yard. Such parking lots shall be located at least fifteen (15) feet from any lot line and at least eight (8) feet from the building, and shall be effectively screened as specified elsewhere herein. Loading berths will only be located in the side yards and shall be effectively screened as specified elsewhere herein.
2. It is the intention of the Protective Covenants to prohibit on-street parking within the Mill Creek Business Park. Off-street parking and loading requirements shall be provided as required by the City of Marshfield Zoning Ordinance.
3. All drives, parking lots, storage areas and loading berths shall be paved, dust-free, and properly marked.
4. Driveways shall be laid out to avoid a direct, unscreened view from the street to employee parking areas, loading docks, maneuvering areas and permitted outdoor storage areas. No parking shall be permitted on entry driveways.

**IV. Signs**

- A. Signage in the Mill Creek Business Park is limited to advertising only the names of firms, companies, or corporations operating the use conducted on the site. Signs shall not rotate, gyrate, blink or move in any animated fashion. Illuminations of signs shall be indirect or shielded so as not to be a nuisance to surrounding properties. Signs may be ground or wall mounted or free standing. The Covenant Committee may vary the size of signage provided for in these protective covenants where the owner can demonstrate the need for larger scale advertising and can also demonstrate that the highest quality of design, materials and landscaping, will be used to meet the objectives of maintaining an attractive community appearance as viewed from either Highways 13 or 10. Variances shall be at the sole discretion of the Covenant Committee in interpreting these standards. In no case shall the Covenant Committee grant a variance that exceeds the maximum allowable size in the City of Marshfield Sign Ordinance.

B. Except as otherwise provided herein, the following sign regulations shall apply.

1. Two types of permanent, non-governmental signs shall be permitted:
  - a. Wall signs – a sign attached to or erected on the exposed face of a building or structure in a plane approximately parallel with the plane of the exterior wall and in elevation view shall not extend beyond the cornice or edge of the building or structure. The wall sign shall not comprise more than 10% of the building face on which the sign is located, and shall not exceed 200 square feet in area. The Covenant Committee may require a minimum size for a particular building. Individual letters and/or symbols applied directly shall be measured by calculating the area within the rectangle that circumscribes the lettering and/or symbols. If there is more than one building on the site, the 200 square feet shall be cumulative.
  - b. Ground and freestanding signs – one sign, either single or double faced, is permitted. It shall be integrated with landscaping and shall not unduly interfere with traffic vision. The bottom of the ground sign may be flush with the ground. The ground and freestanding sign must be at least 10 feet from the side or rear lot line or 20 feet from the street right-of-way. The maximum sign size is 100 square feet and the maximum height shall not exceed 8 feet without prior written permission of the Covenant Committee.
2. On-site temporary sign, ground or wall – for purposes of describing a construction or improvement project or advertising the sale or lease of a site or building. The sign shall be no larger than 48 square feet. Review of the proposed temporary sign by the Covenant Committee shall include design review and sign placement on the site. The temporary sign shall not remain longer than either the completion of such construction, sale or lease or eighteen (18) months, whichever term is shorter. Extension of this time period may be requested through submittal to the Covenant Committee for review and approval.
3. Billboard or rooftop signs are specifically prohibited in the Mill Creek Business Park.

#### ARTICLE V MAINTENANCE

- A. Each lot owner shall at all times keep his premises, buildings, improvements and appurtenances in a safe, clean, neat and sanitary condition and shall keep all grass, trees, shrubbery in good appearance at all times and shall comply with all laws, ordinances and regulations pertaining to health and safety. Each lot owner shall provide for the removal of trash and rubbish from his premises.

- B. During construction, it shall be the responsibility of each lot owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials and that construction materials, trailers, shacks and the like are kept in a neat and orderly manner.
- C. The Declarant agrees to maintain all undeveloped land owned by it within the Park in a manner compatible with the provisions of this Article V.

**ARTICLE VI  
PERFORMANCE STANDARDS**

Any use in the Mill Creek Business Park shall comply with the following regulations:

- A. **Purpose:** The purpose of this section is to regulate the creation of noise which adversely affects adjoining properties in order to prevent the creation of nuisances and to promote the general welfare of the public. Businesses must comply with applicable current City ordinances and State of Wisconsin regulations.

**Applicability:** The requirements of this section apply to all uses and activities which create detectable noise, except that these standards shall not apply to noise created during the construction of the principal use on the subject property, or by incidental traffic, parking, loading, maintenance or agricultural operations.

**Requirements:**

1. **Base Noise Level:** All noise shall be muffled so as not be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound-pressure level of noise radiated continuously from a facility exceed at the lot line of the subject property a level of 8 decibels over the ambient noise level as measured by a Type 2 sound meter that is in compliance with ANSI standard S1.4-1983, where said lot abuts property within any residential, institutional, office or commercial zoning district.
2. **Adjustment Factors:** The following adjustment factors shall be used to establish maximum noise levels allowed over ambient conditions in addition to the level permitted in A., above.

Type of Operation in Character of Noise	Correction in Decibels
Daytime operation only	plus 5
Noise source operates less than 20% of any one-hour period*	plus 5*
Noise source operates less than 5% of any one-hour period*	plus 10*
Noise source operates less than 1% of any one-hour period*	plus 15*
Noise of impulsive character (Hammering, etc.)	Minus 5

Noise of periodic character (hum, speech, etc.)	minus 5
* Apply one of these corrections only	

B. Liquid and Solid Waste.

No wastes shall be discharged into a storm sewer or roadside ditch or drainage area except clear and non-polluted water. All liquid waste disposal shall be in compliance with appropriate State and Federal regulations.

C. Electrical Emission.

There shall be no electrical emission permitted beyond the property line which would adversely affect any other use or property in the Mill Creek Business Park. All electrical emission shall be in compliance with appropriate State and Federal regulations.

D. Glare and Heat.

There shall be no reflection or radiation, directly or indirectly, of glare or heat beyond the property line under any conditions which would adversely affect any other use or property in the Mill Creek Business Park. All glare and heat shall be in compliance with appropriate State and Federal regulations.

E. Vibration

There shall be no operation or activity which would cause ground-transmitted vibrations under any conditions which would adversely affect any other use or property in the Mill Creek Business Park. All vibrations shall be in compliance with appropriate State and Federal regulations.

F. Noxious odors

No emission shall be permitted of odorous gases or other odorous matter in such quantities as to be offensive. Any process which may involve the creation or emission of any odors shall be provided with a secondary safeguard system, so that control will be maintained if the primary safeguard system shall fail. The control of emissions shall be in compliance with appropriate State and Federal regulations.

No outdoor storage shall emit noxious odors at any time. Any garbage or other refuse conducive to emitting noxious odors shall be properly contained and disposed of in a timely fashion.

G. Air Contaminants. No smoke, soot, fly ash, dust, cinders, dirt, noxious or obnoxious acids, fumes, vapors, odors, toxic or radioactive substance, waste or particulate, solid, liquid or gaseous matter shall be introduced into the outdoor atmosphere alone or in any combination, in such quantities and of such duration

that they would interfere with the safe and comfortable enjoyment of life or property or any use permitted in this Business Park.

**ARTICLE VII  
AMENDMENT, TERMINATIONS, EXTENSION**

Each condition, restriction and covenant as herein provided shall run with the land. The owner (excluding mortgagees and the holders of other security devices who are not in possession, lessees and tenants) of a majority of the acreage in the Park (excluding highways or other public areas) may by written declaration signed and acknowledged by them and recorded at the Wood County Register of Deeds, alter, amend, revoke or amend indefinitely, or for a limited duration, any or all of said conditions, restrictions and covenants and such declaration may provide for further amendment, alteration, revocation or extension as herein provided or in any other manner; provided however, that no such alteration or amendment shall affect any plans, specifications or use theretofore approved by the Covenant Committee under Article IV hereof or any improvements theretofore or thereafter made pursuant to such approval which comply otherwise with all other Federal, State or local municipal regulations and ordinances.

**ARTICLE VIII  
WAIVER OF INVALIDATION**

Any waiver or failure to enforce any provision of these covenants and restrictions in a particular situation shall not be deemed a waiver or abandonment of such provision as it may apply in any other situation or to the same or a similar situation at any other location in the Park or of any other provisions of these covenants and restrictions. Invalidation by Court adjudication of any provision of these covenants and restrictions shall not affect the validity of any other provision, and all other provisions thereof shall remain in full force and effect.

**ARTICLE IX  
COVENANTS RUN WITH LAND -- ENFORCEABILITY**

- A. The foregoing covenants and restrictions shall run with, bind and inure to the benefit of all of the lands in the Park whether hereafter conveyed by the owners thereof, including the Declarant, or any one of them, as such owners, or retained by the Declarant. All persons who own any lands in the Park covenant and agree to hold such land subject to all the terms, provisions and conditions of these covenants and restrictions and that any and all sales, leases, mortgages or other dispositions of such land or any part thereof shall be subject to these covenants and restrictions. The Declarant reserves the right, however, from time to time hereafter, to delineate, plat, grant or reserve within the Park such public streets, roads, sidewalks, ways and appurtenances thereto, and such easements for drainage and public utilities, as Declarant may deem necessary or desirable for the development of the Park (and from time to time change the location of the same) free and clear of these restrictions and covenants, and to dedicate the same to public use or to appropriate public utility corporations.

- B. Said covenants and restrictions shall be jointly and severally enforceable by the Declarant and its successors and assigns and by any of the owners of lands within the Park, and their heirs, personal representatives, successors and assigns, provided however, that only the Declarant or its assignees, under Article X hereof, shall have the right to exercise the discretionary powers herein reserved to the Declarant.
- C. Violation of any of said restrictions or conditions, or breach of any covenant or agreement herein contained shall give the Declarant or its assignees under Article X, in addition to all other remedies, the rights (but not the obligation) to enter upon the land as to which such violation or breach exists and summarily to abate and remove any erection or thing or correct any condition that may constitute such violation or breach at the expense of the then owner of such land, which expense shall be a lien on such land enforceable in Equity; provided, however, that no such entry shall be made unless the violation or breach has not been remedied and corrected within thirty days after delivery of notice of such violation or breach has occurred or in the alternative within thirty days after mailing such notice, by registered or certified mail, postage prepaid, to the record owner of such premises at his or its last known address.

**ARTICLE X  
RECAPTURE, RESALE AND SUBDIVISION OF LAND**

- A. Lots or sites shall not be further subdivided into parcels without the prior written approval of the Declarant. Any division not only shall comply with applicable government regulations, but also shall not create a parcel which is not readily adaptable to these Covenants.
- B. If the buyer of any lot(s) does not commence construction of a building or buildings thereon within 12 months after the date of purchase and complete the construction of a building or buildings thereon within two years after the date of purchase, the Declarant shall have the option to repurchase the property. Such option shall be exercisable upon delivery in writing of a notice to the buyer within twelve months after the expiration of such 12-month or two-year period. Closing shall take place within sixty (60) days following the notice of intent to exercise such option on such date as shall be designated by the Declarant. The purchase price to be paid by the Declarant upon the exercise of such option shall be the sum of the following:
  - 1. the purchase price paid for the land by the buyer,
  - 2. the current market value (as defined in Subsection 4 below) of all improvements thereon paid by the buyer, less the sum of the following:
    - a. unpaid real estate taxes
    - b. proration of current year's real estate taxes to date of closing
    - c. title insurance policy premium
    - d. unpaid liens or special charges of an ascertainable amount
    - e. cost of restoration of property to original condition prior to original sale
    - f. any other cost of Declarant associated with the original sale.

3. Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, recorded easements for public utilities, and recorded Declaration of Protective Covenants and Restrictions, Mill Creek Business Park and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase price.
  4. The market value of all improvements will be determined by an independent appraiser selected by both the Declarant and Buyer. If the Declarant and Buyer cannot come to an agreement based on the two independent appraisals, a third appraiser, mutually agreed upon, will be selected. The appraisal of this appraiser shall stand.
- C. In the event, prior to the initial improvements having been constructed thereon, a buyer elects to sell all or any part of any parcel which is vacant, the same shall first be offered for sale in writing, to the Declarant at a price per acre computed as set forth in Section B above. The Declarant shall have 60 days from the receipt of such offer to accept or reject same. Upon acceptance by the Declarant, conveyance shall be by warranty deed free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to municipal and zoning and land division ordinances, easements for public utilities and building restrictions and ordinances. The Seller shall furnish title insurance policy at Seller's expense.
- D. If the Declarant fails to timely exercise the options described in Subsection B or the right of first refusal in Subsection C, Buyer may then sell such property to any other buyer and the Declarant shall have no further interest therein, except that any use of said property by any subsequent buyer shall be subject to applicable zoning and land division ordinances, restrictions and regulations of the City relating to the use of said property at the time of such sale and to the provisions of this Declaration of Protective Covenants.
- E. Nothing contained herein in Article VII shall be deemed to give the Declarant a right of first refusal or option in the event that a buyer of a parcel who has improved the same by construction of a building or buildings thereon shall propose to sell all of such property as one parcel together with the improvements thereon, it being intended that the provision of this shall apply only to the resale of vacant parcels.

#### ARTICLE XI NOMINEES AND SUCCESSORS OF THE DECLARANT

The Declarant may, from time to time, delegate any or all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate. It may also permanently assign any or all of its powers and duties (including discretionary powers and duties), obligations, rights, title, easements and estates reserved to it by this Declaration of Restrictive Covenants and Restrictions to any one or more corporations, associations or persons that will accept the same. Any such assignment shall be in writing, recorded in the office of the Register of Deeds in Wood County and the assignee shall join therein for the purpose of evidencing its acceptance of the same, and such assignee shall thereupon have the same rights, title, powers, obligations,

**ARTICLE XII  
INTENT**

It is the intent of the Declarant that this declaration and the provisions thereof herein contained shall affect only those lands which are specifically described herein and shall not in any way affect any adjoining lands, unless by means of a separate instrument, this declaration (by reference) is imposed on adjoining lands in writing, signed by all persons possessing title to the adjoining lands and who desire to adopt this declaration as being applicable to such additional lands described in that instrument and duly recorded.

All parties Declarant have executed this instrument on this

Recorded with the Wood County Register of Deeds;

Revised: September 11, 1998

# Tab 8

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CITY OF MARSHFIELD, WISCONSIN

# MEETING NOTICE

Mike B.  
Susan H.  
Barb  
Chris T  
Diane

1999  
2004 Nelson  
2004

No minutes - no motions  
Notes in file

AGENDA

MILL CREEK BUSINESS PARK  
COVENANT COMMITTEE  
CITY OF MARSHFIELD, WISCONSIN  
TUESDAY, MAY 4, 1999 at 6:00 PM  
Council Chambers, Lower Level, City Hall Plaza



1. Call to order *Mayor late - started w/o her.*
2. Election of Chairman *Not done*
3. Covenant Committee training presentation by Susan Hoeft, Vandewalle & Associates, Inc.
4. Adjournment

Posted this 22nd day of April, 1999 at 4:00 PM by Daniel G. Knoeck,  
Director of Public Works.

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 Amy Krogman, Mayor's Office at 630 South Central Avenue or by calling (715) 384-2919.

\*\*\*\*\*

MILL CREEK BUSINESS PARK COVENANT COMMITTEE  
MARSHFIELD, WISCONSIN

Meeting of the Mill Creek Business Park Covenant Committee of April 13, 1999.

Called to order at 5:30 PM by Chairman Jockheck in the Executive Conference Room, lower level, City Hall Plaza.

**PRESENT:** Mayor Daniels, Dan Knoeck, Chris Jockheck, Barb Fleisner, and James Schreiner

**ABSENT:** None

**ALSO PRESENT:** City Administrator Brehm; Building Services Supervisor Donath; Joé Pacovsky - Marshfield Electric & Water Utility; Chuck Bongard - MSA; Kevin Lagasse - Payton Construction; Ron Frantzen, Kim Baltus & Dan Gust - First Data Solutions; Dave Korth; the media

Ron Frantzen presented plans for the First Data Solutions office building development. Chuck Bongard reviewed the site plan and drainage. The Covenant Committee discussed the April 7, 1999 review memo by Roland Donath including the requirement of a maximum of 25 parking stalls located within the front yard. First Data Solutions agreed to reduce the proposed parking within the front yard to the 25 stall maximum required by the covenants.

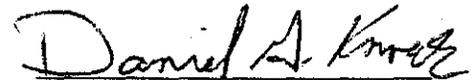
MC99-01 Motion by Daniels, second by Fleisner to grant approval of the plans for First Data Solutions office building development as presented with 2" caliper trees as proposed and with the stipulation that additional plantings be provided along the east boundary of the site.

Motion Carried

The Covenant Committee discussed the merits of a formal training seminar for the committee members to better understand the intent and application of the covenants. This training would be given by Susan Hoeft of Vandewalle & Associates. The Committee felt this would be worthwhile and directed Administrator Brehm to schedule a training session in the near future.

Motion by Knoeck, second by Daniels that the meeting be adjourned at 6:30 PM.

Motion Carried



Dan Knoeck, Secretary  
MILL CREEK BUSINESS PARK  
COVENANT COMMITTEE

MILL CREEK BUSINESS PARK COVENANT COMMITTEE  
MARSHFIELD, WISCONSIN

Meeting of the Mill Creek Business Park Covenant Committee of December 8, 1998.

Called to order at 5:02 PM by Mayor Daniels in the Building Services Conference Room, 6th floor, City Hall Plaza.

**PRESENT:** Mayor Daniels; Dan Knoeck, Chris Jockheck, Barb Fleisner, and James Schreiner

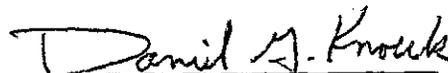
**ABSENT:** None

**ALSO PRESENT:** City Administrator Brehm (arrived at 5:12 PM); John Nelson (arrived at 5:15 PM)

- MC98-01 Motion by Daniels, second by Fleisner to nominate Chris Jockheck for Chairman of the Mill Creek Business Park Covenant Committee.  
Motion Carried
- MC98-02 Motion by Fleisner, second by Knoeck to close nominations for Chairman of the Mill Creek Business Park Covenant Committee and cast a unanimous vote for Chris Jockheck.  
Motion Carried
- MC98-03 Motion by Daniels, second by Schreiner to nominate Barb Fleisner for Vice-Chairman of the Mill Creek Business Park Covenant Committee.  
Motion Carried
- MC98-04 Motion by Daniels, second by Schreiner to close nominations for Vice-Chairman of the Mill Creek Business Park Covenant Committee and cast a unanimous vote for Barb Fleisner.  
Motion Carried
- MC98-05 Motion by Daniels, second by Fleisner to appoint Dan Knoeck as Secretary of the Mill Creek Business Park Covenant Committee.  
Motion Carried

The Committee reviewed the Protective Covenants of Mill Creek Business Park and the responsibilities of the Committee. It was agreed that the review process would be initiated by City staff with recommendations made for consideration by the Covenant Committee.

Motion by Daniels, second by Knoeck that the meeting be adjourned at 5:25 PM.  
Motion Carried

  
Dan Knoeck, Secretary  
MILL CREEK BUSINESS PARK  
COVENANT COMMITTEE

# Tab 9

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**INDUSTRIAL PARK:  
TIMELINE FOR COMPLETING IMPROVEMENTS**

PHASE AS DEFINED ON TID PLAN PAGE 14	TIMELINE FOR COMPLETION	PROJECT DESCRIPTION
1	1998-1999	Sanitary sewer
		Water mains
		Storm water improvements
		Street improvements
		Site grading
	Spring, 2000	Entrance & intersection improvements
		Street lighting
1A	As development occurs but prior to 2004	Sanitary sewer
		Water mains
		Storm water improvements
		Street improvements
		Street lighting
		Site grading
2	As development occurs but prior to 2004	Sanitary sewer
		Water mains
		Storm water improvements
		Street improvements
		Entrances
		Street lighting
		Site grading & demolition
2A	As development occurs but prior to 2004	Sanitary sewer
		Water mains
		Storm water improvements
		Street improvements
		Entrances
		Street lighting
		Site grading
		Traffic Signals on Highway 10
2B	2001-2003	Sanitary sewer
		Water mains
		Storm water improvements
		Street improvements
		Entrance & intersection improvements
		Street lighting

# Tab 10

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(NO CONTEST AREA)

THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; AND
2. NE 1/4 SE 1/4 AND SE 1/4 SE 1/4, SECTION 20, T25N, R3E.

# Tab 11

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(CITY GROWTH AREA)

THAT PART OF SECTION 20, TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. BEGINNING AT THE SW CORNER OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE EAST ON THE SOUTH LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E TO THE EAST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ON THE EAST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E, TO THE NORTH LINE OF UNITED STATES HIGHWAY 10; THENCE WEST ALONG THE NORTH LINE OF UNITED STATES HIGHWAY 10 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 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ON THE WEST LINE OF THE SW 1/4 SW 1/4, SECTION 20, T25N, R3E, 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 SAID WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 3785 TO THE SOUTH LINE OF 29TH STREET; THENCE EAST ALONG THE SOUTH LINE OF 29TH 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 NUMBER 2404 BEING THE NORTHWEST CORNER OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE EAST ALONG THE NORTH LINE OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 OF THE SE 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE SOUTH LINE OF THE SE 1/4 NW 1/4, 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 N 88°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 1/4 SW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ON THE WEST LINE OF THE NW 1/4 SW 1/4, SECTION 20, T25N, R3E TO THE SOUTHWEST CORNER OF THE SW 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ALONG THE WEST LINE OF THE SW 1/4 NW 1/4, SECTION 20, T25N, R3E TO THE NORTH LINE EXTENDED OF 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 1/4 NW 1/4, SECTION 20, T25N, R3E; THENCE NORTH ALONG THE WEST LINE OF THE NW 1/4 NW 1/4, 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.
3. WOOD COUNTY CERTIFIED SURVEY MAP NUMBER 4764; AND
4. NE 1/4 SE 1/4 AND SE 1/4 SE 1/4, SECTION 20, T25N, R3E.

## Tab 12

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EXHIBIT D - (JOINT PLANNING AREA)

THAT PART OF SECTIONS 21, 28, 29 & 30 TOWNSHIP 25 NORTH, RANGE 3 EAST, IN THE TOWN OF CAMERON, WOOD COUNTY, WISCONSIN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. SW 1/4 NW 1/4, NW 1/4 SW 1/4, AND SW 1/4 SW 1/4, SECTION 21, T25N, R3E; AND
2. NW 1/4 NW 1/4, SECTION 28, T25N, R3E; AND
3. NW 1/4 NW 1/4, NE 1/4 NW 1/4, NW 1/4 NE 1/4, AND NE 1/4 NE 1/4, SECTION 29, T25N, R3E; AND
4. NE 1/4 NE 1/4, SECTION 30, T25N, R3E.

# Tab 13

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RESOLUTION NO. 1-97  
RESOLUTION AUTHORIZING PARTICIPATION  
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF  
THE WISCONSIN STATUTES

The Board of Supervisors of the Town of Cameron, Wood County, Wisconsin do hereby ordain as follows:

WHEREAS, the Town of Cameron through its authorized representatives having reached a tentative agreement with the City of Marshfield concerning certain attachments and detachments of territory, joint planning and joint development;

WHEREAS, Section 66.023 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Commerce, a cooperative plan in accordance with the procedures and requirements set forth in said Section 66.023; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process and development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the participating municipalities and the purpose of the resolution is to authorize a special committee to participate with consenting municipalities in cooperative planning;

NOW, THEREFORE, BE IT RESOLVED, that the Board of the Town of Cameron be authorized to participate, pursuant to Wis. Stats. Section 66.023 with the City of Marshfield and such other neighboring and contiguous municipalities as qualify for participation under Wis. Stat. Section 66.023 in the preparation of a cooperative plan determining permanent boundaries and preserving boundaries which are mutually agreeable to the municipalities participating in the cooperative plan;

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to retain and appoint such agents, including without limitation, engineers, financial consultants, planners and attorneys, as is necessary, to advise the Town Board and represent the Town's interests in the preparation of the cooperative plan;

BE IT FURTHER RESOLVED, that the notice of this Resolution shall be given, in writing, by the Clerk of the Town of Cameron, within five (5) days after its adoption to the parties identified in Wis. Stats. Section 66.023(4)(a).

BE IT FURTHER RESOLVED, that the Town Board be and hereby is authorized to enter into any agreement with the City of Marshfield

the purpose of binding said municipalities to the agreements pending final approval of the Cooperative Plan by the Wisconsin Department of Commerce.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Board of the Town of Cameron on August 27, 1997.

APPROVED:

By: James Schrsiner  
James Schrsiner, Town Chairman

Attest: Lila Strack  
Lila Strack, Town Clerk

Vote:

Ayes: 3

Noes: 0

Adopted: 8-27-97

RESOLUTION NO. 97-56  
RESOLUTION AUTHORIZING PARTICIPATION  
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF  
THE WISCONSIN STATUTES

The Common Council of the City of Marshfield, Wood County, Wisconsin do hereby ordain as follows:

WHEREAS, the City of Marshfield through its authorized representatives having reached a tentative agreement with the Town of Cameron concerning certain attachments and detachments of territory, joint planning and joint development;

WHEREAS, Section 66.023 of the Wisconsin Statutes authorizes municipalities to set the boundaries between and among themselves upon adopting and having approved by the Wisconsin Department of Commerce, a cooperative plan in accordance with the procedures and requirements set forth in said Section 66.023; and

WHEREAS, the cooperative plan should be made with the general purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory covered by the plan which will, in accordance with existing and future needs, best promote public health, safety, morals, order, convenience, prosperity for the general welfare, as well as the efficiency and economy in the process of development; and

WHEREAS, cooperative planning and establishment of permanent boundaries is in the best interests of the participating municipalities and the purpose of this resolution is to authorize a special committee to participate with consenting municipalities in cooperative planning;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Marshfield be authorized to participate, pursuant to Wis. Stats. Section 66.023 with the Town of Cameron and such other neighboring and contiguous municipalities as qualify for participation under Wis. Stat. Section 66.023 in the preparation of a cooperative plan determining permanent boundaries and preserving boundaries which are mutually agreeable to the municipalities participating in the cooperative plan;

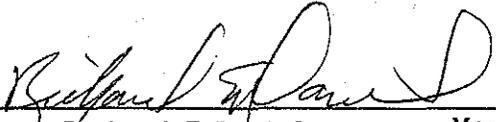
BE IT FURTHER RESOLVED, that the Common Council be and hereby is authorized to retain and appoint such agents, including without limitation, engineers, financial consultants, planners and attorneys, as is necessary, to advise the Common Council and represent the City's interests in the preparation of the cooperative plan;

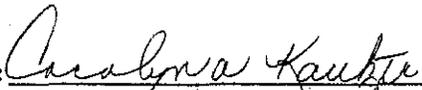
BE IT FURTHER RESOLVED, that notice of this Resolution shall be given, in writing, by the Clerk of the City of Marshfield within five (5) days after its adoption to the parties identified in Wis. Stats. Section 66.023(4)(a).

BE IT FURTHER RESOLVED, that the Common Council be and hereby is authorized to enter into agreements with the Town of Cameron for the purpose of binding said municipalities to the agreements pending final approval of the Cooperative Plan by the Wisconsin Department of Commerce.

The above and foregoing Resolutions were duly adopted by roll call vote at a called and noticed meeting of the Common Council of the City of Marshfield on June 10, 1997.

APPROVED:

By:   
Richard E Daniels, Mayor

Attest:   
Carolyn A Kautzer, City Clerk

Vote:

Ayes: 10

Noes: 0

Adopted: Yes

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# Tab 14

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AFFIDAVIT OF MAILING

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I, Lila Strack, Town Clerk for the Town of Cameron, Wisconsin, hereby certify that on or about August 28, 1997, I deposited into the U.S. Mail a copy of the attached letters to each respective addressee with the correct postage affixed. In each letter, I attached a copy the Town of Cameron's Resolution No. 1-97, Resolution Authorizing Participation in a Cooperative Plan under Section 66.023 of the Wisconsin Statutes, which is also attached hereto.

Lila Strack  
Lila Strack

Subscribed and sworn to before me  
this 6th day of March, 2000

Mary B. Anderson  
Notary Public, State of Wisconsin  
My Commission: 9/7/03

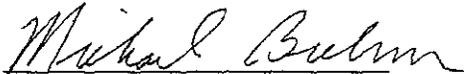
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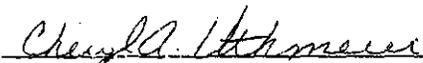
AFFIDAVIT OF MAILING

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I, Michael Brehm, City Administrator for the City of Marshfield, Wisconsin, hereby certify that I searched the City's files for a mailing relating to the City of Marshfield's Resolution # 97-56 authorizing participation in a Cooperative Plan Under Wisconsin Statutes Section 66.023.I. I found the attached documents that were saved in the normal course of City business. These documents indicate that Carolyn A. Kautzer, then City Clerk, on June 11, 1997 deposited into the U.S. Mail a true and correct copy of the City of Marshfield's Resolution # 97-56 to the parties identified on the attached document.

  
Michael Brehm

Subscribed and sworn to before me  
this 11 day of January, 2000

  
Notary Public, State of Wisconsin  
My Commission: 6-9-02

City of Marshfield  
City Hall Plaza  
630 S. Central Avenue  
P.O. Box 727  
Marshfield, Wisconsin 54449-0727



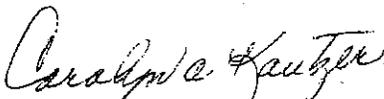
Carolyn Kautzer, CMC  
City Clerk  
(715) 384-3636

June 11, 1997

Enclosed please find a copy of Resolution 97-56 pertaining to Authorizing Participation in a Cooperative Plan Under Section 66.023 of the Wisconsin State Statutes.

This will serve as a notice to you of the Cooperative Plan between the City of Marshfield and the Town of Cameron.

No action is required on your part but meets our requirements as indicated in state statutes.

  
Carolyn A Kautzer  
City Clerk

# CITY OF MARSHFIELD

## MEMORANDUM

TO: Carolyn Kautzer, City Clerk  
FROM: David C. Patek, Director of Public Works *DCP*  
DATE: June 9, 1997  
RE: Notification Required Per Resolution No. 97-56

Per discussion with our Madison attorney, the following individuals or agencies need to be notified by Certified Mail per this resolution:

1. State of Wisconsin - Departments of Commerce/DNR/Agriculture, Trade & Consumer Protection/DOT (See attached list)

2. Clerks for:

Marathon County

Town of Spencer ✓  
Town of McMillan ✓  
Town of Day ✓  
Town of Brighton ✓  
Town of Eau Pleine ✓

Wood County

Town of Cameron ✓  
Town of Lincoln ✓  
Town of Marshfield ✓  
Town of Rock ✓  
Town of Richfield ✓  
Town of Arpin ✓  
Town of Auburndale ✓

Clark County

✓Town of Sherman - Gordon Haselow, Town Clerk  
SH2688 Meridian Road  
Spencer, WI 54479  
✓Town of Fremont - Theresa Fischer, Town Clerk  
W1603 CTH H  
Chili, WI 54420  
Village of Hewitt and separate letter to Hewitt Sanitary District (Village Hall) ✓  
Village of Spencer and separate letter to Spencer Sanitary District (Village Hall) ✓  
Marshfield School District ✓  
Spencer School District ✓  
Stratford School District ✓  
Auburndale School District - 10629 North Rd 54412 ✓  
Pittsville School District - 5407 1st Ave. 54466 ✓  
Midstate Technical College (WI Rapids) ✓  
North Central Technical College (Wausau) - 1000 W. Campus Dr. 54401 ✓

3. Clerk for Wood County and Clerk for Marathon County

4. - Marathon County Zoning Department ✓  
210 River Drive  
Wausau, WI 54403  
- Wood County Planning & Zoning Office ✓  
400 Market Street  
P. O. Box 8095  
WI Rapids, WI 54495-8095  
- North Central Wisconsin Regional Planning Commission ✓  
407 Grant Street  
Wausau, WI 54403-4783

TO: Dave Patek  
FROM: William F. White  
DATE: June 6, 1997  
RE: Requested Addresses

Department of Commerce  
123 West Washington Avenue  
Madison, WI 53703  
608-266-1018

Wisconsin Department of Natural Resources  
101 South Webster Street  
Madison, WI 53703  
266-2621

Wisconsin Department of Agriculture,  
Trade and Consumer Protection  
2811 Agriculture Drive  
Madison, WI 53704  
224-4500

Wisconsin Department of Transportation  
4802 Sheboygan Avenue  
Madison, WI 53705

636580001-

715-384-7631

# Tab 15

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**MAY 11, 1999**

**PUBLIC HEARING:** Called to order by Mayor Daniels at 6:30 p.m. to hear the following:

1. The proposed Cooperative Boundary Plan Between the City of Marshfield, Marshfield Electric and Water Department, and the Town of Cameron. Lauren L. Azar from Michael Best & Friedrich LLP explained the Cooperative Boundary Agreement and the time line. She filed with the City Clerk a copy of the notices of the Public Hearing along with the affidavits of service, the mailing list that the notices were sent out and the Cooperative Boundary Agreement. To the north it is bounded by 29<sup>th</sup> Street, to the south it is bounded just south of US Hwy 10, to the east it is bounded just west of State Hwy 13 and to the west it is bounded just east of Washington Avenue. The general purpose of the Cooperative Boundary Plan is guiding and accomplishing a coordinated, adjusted and harmonious development of the area and that should be done with in accordance with existing and future needs to best promote the public health, welfare, morals, safety, convenience, prosperity, general welfare, efficiency and economy.

**FOR:** No One

**AGAINST:** No One

Public Hearing Closed at 6:44 p.m.

2. Street Improvements – McMillan Street (Peach Avenue to Hume Avenue).

**FOR:** No One

**AGAINST:** Richard Fait of 1720 N. Apple Avenue. Cannot make a left turn onto McMillan and they still have to pay the special assessment even though he cannot use the street.

Margaret Weister is the owner-occupied duplex on the corner of East McMillan and North Palmetto requested that the median (as proposed) be removed from the entrance of her driveway. If it remains, she will have to drive blocks out of her way to basically go anywhere. She should not have to pay a full assessment for a one-way street. If she can only use half the street, then her assessment should be cut in half.

Clem Weis of 700 E. McMillan said that they are being singled out. The City is sticking up for big business. If it has to go through this way, the assessment should be cut drastically. This is unfair.

Public Hearing Closed at 6:49 p.m.

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Regular meeting of the Common Council called to order by Mayor Daniels at 7:02 p.m., in the Council Chambers, City Hall Plaza.

**PRESENT:** Ernest Raschke, Diane Wolf, Gerald Nelson, Chris Jockheck, Russell Stauber, Michael Meyers, Clem Tauschek, Kate Kaz Knauf and Edward Beaudry, Jr.

**ABSENT:** Jerry Bennington, Sr.

# Tab 16

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City of Marshfield  
City Hall Plaza  
630 S. Central Avenue  
P.O. Box 727  
Marshfield, Wisconsin 54449-0727



Michael F. Brehm  
City Administrator  
(715) 387-6597  
Fax (715) 384-9310

April 14, 1999

Marshfield News Herald  
111 W. 3rd  
Marshfield, WI 54449  
Attn: Kay, Legal Ads

Re: Class 3 Legal Notice

Dear Kay:

Enclosed please find a hard copy of a Legal Notice of Public Hearing that the City of Marshfield and the Marshfield Electric and Water Department would like to publish in your newspaper pursuant to Wis. Stat. chapter 985.

Specifically, we would like to publish the Legal Notice three times on the following dates:

April 19, 1999

April 26, 1999

May 3, 1999

When the text is available for proofreading, please contact me at 387-6597 and someone from my office will review it. Should you have any questions, please feel free to contact me.

Thank you very much.

Very truly yours,

Michael F. Brehm  
City Administrator

Enclosure

cc: Joe Pacovsky

*Jim Schreiner, Dir. of Camera*

LEGAL NOTICE OF PUBLIC HEARING  
CITY OF MARSHFIELD,  
MARSHFIELD ELECTRIC AND WATER DEPARTMENT,  
AND TOWN OF CAMERON

Time: 6:30 p.m.  
Date: May 11, 1999  
Place: Common Council Chambers  
City Hall Plaza Building, Lower Level  
630 S. Central Avenue  
Marshfield, WI 54449

Subject  
Matter: PUBLIC HEARING  
ON PROPOSED COOPERATIVE BOUNDARY PLAN BETWEEN THE  
CITY OF MARSHFIELD, MARSHFIELD ELECTRIC AND WATER  
DEPARTMENT, AND THE TOWN OF CAMERON

NOTICE IS HEREBY GIVEN that the City of Marshfield ("City"), the Marshfield Electric and Water Department ("Utility"), and the Town of Cameron ("Town") will hold a joint Public Hearing at the above referenced time and place. The Public Hearing is being held to receive comments on the proposed Cooperative Boundary Plan between the City, the Utility and the Town pursuant to Wis. Stat. § 66.023(4)(b).

The proposed Cooperative Boundary Plan can be reviewed at the following locations:

City of Marshfield:

City Hall Plaza  
7th Floor  
630 S. Central Avenue  
Marshfield, WI 54449

or Marshfield Public Library  
211 E. Second Street  
Marshfield, WI 54449

Town of Cameron:

Town Hall  
10820A Hwy 13 S  
Marshfield, WI 54449

The Plan may be viewed during  
public meetings or from 8 a.m.  
- 5:00 p.m. by appointment

through Lila Strack, Town Clerk, 715-384-4433.

This proposed Cooperative Boundary Plan affects some of the lands located between 29th Street and U.S.H. 10, as well as land just south of U.S.H. 10 and C.T.H. BB.

If you are unable to attend the Public Hearing in person and would like to submit comments in writing, please do so by delivering them to either Michael Brehm, Administrator, of the City of Marshfield or Lila Strack, Clerk, of the Town of Cameron by May 31, 1999, or by mailing to the following address:

Michael Brehm, Administrator  
City of Marshfield

630 S. Central Avenue  
Marshfield, WI 54449

Dated this 19 th day of April, 1999.

/s/  
City of Marshfield, Administrator  
/s/  
Marshfield Electric and Water Department

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# AFFIDAVIT OF PUBLICATION

STATE OF WISCONSIN

County of Wood

Kay Franklin

Being duly sworn, says that they are an agent of the MARSHFIELD NEWS-HERALD, which is a public Newspaper of general circulation, printed in the English Language, and published at the City of Marshfield, in said county and state; that an advertisement or notice of

*Legal Notice of Public Hearing*  
*City of Marshfield*

of which the printed one hereto attached is a true copy, was published in said newspaper 3 times, once in each week for        successive weeks; that the first publication of said notice therein was on the 20th day of April '99 and the last publication of said notice therein was on the 3rd day of May '99 that the said printed copy was taken from the paper in which it was published.

*Kay Franklin* *Kay Franklin*

Subscribed and sworn to before me this

1st day of May 1999  
*Betsy Brubaker*

Commission Expires

3-17-2002

Publisher's Fees  
*Arue* Insertion, 158.40  
Affidavit, 1.00  
Total, 159.40

of  
Marshfield Public Library  
211 E. Second Street  
Marshfield, WI 54449  
Town of Cameron  
Town Hall  
10820A Hwy 13 S  
Marshfield, WI 54449

The Plan may be viewed during public meetings or from 8 a.m. - 5:00 p.m. by appointment through Lila Strack, Town Clerk, 715-384-4433.

This proposed Cooperative Boundary Plan affects some of the lands located between 29th Street and U.S. H. 10, as well as land just south of U.S.H. 10 and C.T.H. BB.

If you are unable to attend the Public Hearing in person and would like to submit comments in writing, please do so by delivering them to either Michael Brehm, Administrator, of the City of Marshfield or Lila Strack, Clerk, of the Town of Cameron by May 31, 1999, or by mailing to the following address:

Michael Brehm,  
Administrator  
City of Marshfield  
630 S. Central Avenue  
Marshfield, WI 54449

Dated this 19th day of April, 1999.

*LS*  
City of Marshfield,  
Administrator

*LS*  
Marshfield Electric and  
Water Department  
(April 26, 1999)  
(May 3, 1999)

# Tab 17

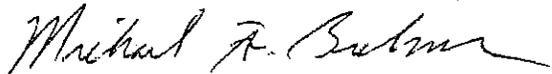
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April 19, 1999

To Whom It May Concern:

Enclosed please find a legal notice regarding the Cooperative Boundary Agreement between the City of Marshfield and the Town of Cameron. We are sending this to you according to Wis. Stat. 66.023(4)(a).

Respectfully yours,

A handwritten signature in cursive script that reads "Michael F. Brehm". The signature is written in dark ink and is positioned above the typed name and title.

Michael F. Brehm  
City Administrator

LEGAL NOTICE OF PUBLIC HEARING  
CITY OF MARSHFIELD,  
MARSHFIELD ELECTRIC AND WATER DEPARTMENT,  
AND TOWN OF CAMERON

Time: 6:30 p.m.  
Date: May 11, 1999  
Place: Common Council Chambers  
City Hall Plaza Building, Lower Level  
630 S. Central Avenue  
Marshfield, WI 54449

Subject  
Matter: PUBLIC HEARING  
ON PROPOSED COOPERATIVE BOUNDARY PLAN BETWEEN THE  
CITY OF MARSHFIELD, MARSHFIELD ELECTRIC AND WATER  
DEPARTMENT, AND THE TOWN OF CAMERON

NOTICE IS HEREBY GIVEN that the City of Marshfield ("City"), the Marshfield Electric and Water Department ("Utility"), and the Town of Cameron ("Town") will hold a joint Public Hearing at the above referenced time and place. The Public Hearing is being held to receive comments on the proposed Cooperative Boundary Plan between the City, the Utility and the Town pursuant to Wis. Stat. § 66.023(4)(b).

The proposed Cooperative Boundary Plan can be reviewed at the following locations:

City of Marshfield:

City Hall Plaza  
7th Floor  
630 S. Central Avenue  
Marshfield, WI 54449

or Marshfield Public Library  
211 E. Second Street  
Marshfield, WI 54449

Town of Cameron:

Town Hall  
10820A Hwy 13 S  
Marshfield, WI 54449

The Plan may be viewed during  
public meetings or from 8 a.m.  
- 5:00 p.m. by appointment

through Lila Strack, Town Clerk, 715-384-4433.

This proposed Cooperative Boundary Plan affects some of the lands located between 29th Street and U.S.H. 10, as well as land just south of U.S.H. 10 and C.T.H. BB.

If you are unable to attend the Public Hearing in person and would like to submit comments in writing, please do so by delivering them to either Michael Brehm, Administrator, of the City of Marshfield or Lila Strack, Clerk, of the Town of Cameron by May 31, 1999, or by mailing to the following address:

Michael Brehm, Administrator  
City of Marshfield

630 S. Central Avenue  
Marshfield, WI 54449

Dated this 19th day of April, 1999.

/s/  
City of Marshfield, Administrator  
/s/  
Marshfield Electric and Water Department

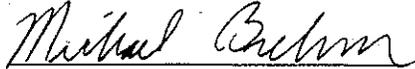
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AFFIDAVIT OF MAILING

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I, Michael Brehm, City Administrator for the City of Marshfield, Wisconsin, hereby certify that on April 19, 1999, I deposited into U.S. Mail to the parties identified on the attached document, with correct postage affixed, a true and correct copy of a Notice for the May 11, 1999 Public Hearing on the Proposed Cooperative Boundary Plan Between the City of Marshfield, the Marshfield Electric and Water Department, and the Town of Cameron.

  
Michael Brehm

Subscribed and sworn to before me  
this 14~~th~~ day of January, 2000

  
Notary Public, State of Wisconsin  
My Commission: Expires 9/7/03

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Mailing List for May 11, 1999, Public Hearing regarding the Cooperative Boundary Agreement under Section 66.023 (City of Marshfield, Marshfield Electric & Water Department, and Town of Cameron)

Town Clerks:

Marathon County

Town of Spencer  
Attn: Pamela Hoff  
S489 Karau Avenue  
Marshfield, WI 54449

Town of McMillan  
Attn: Louise Greenlaw  
M622 Birch Street  
Marshfield, WI 54449

Town of Cleveland  
Attn: Phyllis Schnelle  
C2070 Rock Road  
Stratford, WI 54484

Town of Day  
Attn: Rose M. Theurer  
D2027 Eau Pleine Road  
Stratford, WI 54484

Town of Brighton  
Attn: Arlyn Abeggien  
B3790 Hwy 13  
Spencer, WI 54479

Town of Eau Pleine  
Attn: Eugene Makovec  
EP4253 CTH E  
Stratford, WI 54484

Wood County

Town of Cameron  
Attn: Lila Strack  
10820A Highway 13 South  
Marshfield, WI 54449

Town of Lincoln  
Attn: Donna Siltala  
11599 Robin Rd.  
Marshfield, WI 54449

Town of Marshfield  
Attn: Janet Meyer  
11191 Milling Lane  
Marshfield, WI 54449

Town of Rock  
Attn: Virginia Nelson  
7789 Cty Rd. V  
Marshfield, WI 54449

Town of Richfield  
Attn: James Cross  
8761 Cty Rd. EE  
Marshfield, WI 54449

Town of Arpin  
Attn: Margaret J. Hardesty  
8763 Cty Rd. K  
Arpin, WI 54410

Town of Auburndale  
Attn: Julie Kasner  
7197 Yellowstone Drive  
Marshfield, WI 54449

Clark County

Town of Sherman  
Attn: Joan Bukovec  
W1764 Hwy 98  
Loyal, WI 54446

Town of Fremont  
Attn: Theresa Fischer  
W1603 Cty Hwy H  
Chili, WI 54420

Villages and Sanitary Districts

Village of Hewitt  
Attn: Robert Wunrow  
10843 W. 5th St.  
Hewitt, WI 54441

Hewitt Sanitary District  
Village Hall  
7610 McLean Drive  
Hewitt, WI 54441

Village of Spencer  
Attn: Gerald Kobs  
105 Park Street  
Spencer, WI 54479

Spencer Sanitary District  
Village Hall  
406 S. Chestnut  
Spencer, WI 54479

Rozellville Sanitary District  
Attn: Connie Karl, Secretary  
D3223 Cty Rd. M  
Stratford, WI 54484

School Districts

Marshfield School District  
1010 E. 4th Street  
Marshfield, WI 54449

Spencer School District  
300 School  
Spencer, WI 54479

Stratford School District  
522 N. 3rd Ave.  
Stratford, WI 54484

Auburndale School District  
10629 North Rd.  
Auburndale, WI 54412

Pittsville School District  
5407 1st Avenue  
Pittsville, WI 54466

Mid State Technical College (WI Rapids)  
500 32nd Street North  
Wisconsin Rapids, WI 54495

North Central Technical College (Wausau)  
1000 W. Campus Drive  
Wausau, WI 54401

County Clerks

Wood County Clerk  
Attn: Tony Ruesch  
PO Box 8095  
Wisconsin Rapids, WI 54495-8095

Marathon County Clerk  
Attn: Nan Kottke  
500 Forest Street  
Wausau, WI 54403

Planning and Zoning

Marathon County Zoning Department  
210 River Drive  
Wausau, WI 54403

Wood County Planning and Zoning Office  
400 Market Street  
PO Box 8095  
Wisconsin Rapids, WI 54495-8095

North Central Wisconsin Regional Planning Commission  
407 Grant Street  
Wausau, WI 54403

State of Wisconsin via persons listed at right:

Mr. Mark D. Bugher, Secretary  
Department of Administration  
101 E. Wilson Street, 10th Floor  
PO Box 7864  
Madison, WI 53707-7864

Mr. George Hall, Director  
Office of Land Information Service  
Municipal Boundary Review  
PO Box 952  
Madison, WI 53701-0952

Mr. George E. Meyer, Secretary  
Department of Natural Resources  
101 S. Webster St.  
PO Box 7921  
Madison, WI 53707-7921

Mr. Charles Ledin, Chief  
Great Lakes & Watershed Planning Section  
Wisc. Dept. of Natural Resources  
PO box 7921  
Madison, WI 53708

Mr. Ben Brancel, Secretary  
Department of Agriculture, Trade and  
Consumer Protection  
2811 Agriculture Drive  
PO Box 8911  
Madison, WI 53708-8911

Mr. Keith Foye, Chief  
Soil & Water Management Section  
DATCP  
PO Box 8911  
Madison, WI 53708-8911

Mr. Charles H. Thompson, Secretary  
Department of Transportation  
4802 Sheboygan Avenue  
PO Box 7910  
Madison, WI 53707-7910

Mr. Bruce Fredrickson, Planning Director  
WisDOT District 4  
PO Box 8021  
Wisconsin Rapids, WI 54495-8021

# Tab 18

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**MICHAEL BEST  
& FRIEDRICH** LLP  
*Attorneys at Law*

One South Pinckney Street  
P.O. Box 1806  
Madison, Wisconsin 53701-1806  
FAX (608) 283-2275  
Telephone (608) 257-3501

Offices in:  
Milwaukee, Wisconsin  
Chicago, Illinois  
(Michael Best & Friedrich (Illinois))

Member, Lex Mundi,  
A Global Association of  
122 Independent Firms

Writer's Direct Line:  
(608) 283-2254

April 6, 1999

Gary Popelka, Director  
Wood County Planning and Zoning Department  
P.O. Box 8095  
Wisconsin Rapids, WI 54495-8095

Jim Burgener, Administrator  
Marathon County Zoning Department  
210 River Drive  
Wausau, WI 54403-5449

Dennis Lawrence, Executive Director  
Regional Planning Commission  
407 Grant Street  
Wausau, WI 54403-4783



Re: Cooperative Boundary Agreement between the City of  
Marshfield, the Commission of the Marshfield Electric  
and Water Department and the Town of Cameron

Dear Messrs. Popelka, Burgener and Lawrence:

We represent the City of Marshfield in relation to the development and execution of a Cooperative Boundary Agreement ("Agreement") between it and the Town of Cameron. (A copy of the Agreement is enclosed.) This Agreement has been prepared pursuant to Wis. Stat. § 66.023.

According to Wis. Stat. § 66.023(4)(c), Wood County Zoning, Marathon County Zoning and the Regional Planning Commission must comment on the plan. This statute reads as follows:

(c) Comment on plan...Any county zoning agency under s. 59.69(2) or regional planning commission whose jurisdiction includes any participating municipality shall comment in writing on the plan's effect on the master plan adopted by the regional planning commission

Gary Popelka, Director  
Dennis Lawrence, Executive Director  
Jim Burgener, Administrator  
April 6, 1999  
Page 2

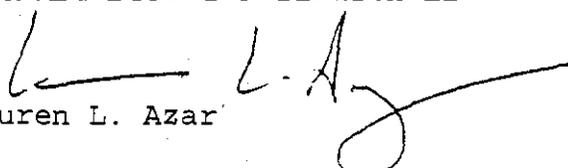
under s. 66.945(9), or development plan adopted by the county board or county planning agency under s. 59.690(3), and on the delivery of municipal services, and may comment on any other aspect of the plan. Any county in the regional planning commission's jurisdiction may submit comments on the effect of the cooperative plan on the master plan adopted under s. 66.945(9) and on the delivery of county services or on any other matter related to the plan.

All written comments on the plan are due on or before May 31, 1999. They can be either submitted to my attention or to Michael Brehm, City Administrator, City of Marshfield, 630 South Central Avenue, Marshfield, Wisconsin 54449. We appreciate your assistance in this matter.

If you have any questions, I can be reached at the above number.

Very truly yours,

MICHAEL BEST & FRIEDRICH LLP

  
Lauren L. Azar

LLA:jw

Enclosure

cc: Michael Brehm, City Administrator, City of Marshfield  
Roger Clark, Attorney, Town of Cameron  
William F. White, Esq.



# COUNTY OF MARATHON

Zoning Department  
210 River Drive  
Wausau, Wisconsin 54403-5449

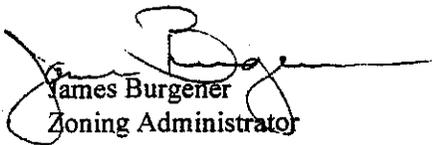
APR 18 1999  
(715) 261-6020 or 6021  
Fax: (715) 261-4116

April 14, 1999

Michael Best & Friedrich LLP  
Attn: Lauren L. Azar  
One South Pinckney Street  
PO Box 1806  
Madison WI 53701-1806

Thank you for the opportunity to review the Cooperative Boundary Agreement between the City of Marshfield and the Town of Cameron in Wood County.

I have consulted with Ed Hammer, Marathon County Planning Director, and we have concluded that the agreement as proposed will have no impact on Marathon County plans which have been adopted.

  
James Burgener  
Zoning Administrator

cc Michael Brehm, City Administration, Marshfield

GARY F. POPELKA, AICP

Director

Courthouse-400 Market Street

P. O. Box 8095

Wisconsin Rapids, WI 54495-8095

Telephone: (715) 421-8466

FAX: (715) 421-8808

MAY 24 1999

May 21, 1999

Attorney Lauren L. Azar  
Michael Best & Friedrich, L. L. P.  
One South Pinckney Street  
P. O. Box 1806  
Madison WI 53701-1806

RE: Cooperative Boundary Agreement between the City of Marshfield, the Commission of the Marshfield Electric and Water Department and the Town of Cameron.

Dear Attorney Azar:

In response to your letter of April 6, 1999, and pursuant to Wis. Stat. § 66.023 (4) (c), I am hereby providing the following comments regarding the cooperative boundary agreement noted above.

The Wood County Planning & Zoning Office finds the cooperative boundary agreement to encourage, support and promote land use planning and orderly development in the Town of Cameron. This office worked with the Town to develop a future land use plan, which encompasses the joint planning area. The cooperative boundary agreement and development of the Mill Creek Business Park changes the Town land use plan. I would encourage the Town to revisit their plan, participate in meetings of the Joint Commission and amend their plan as appropriate. I would also hope that the Town would benefit from the cooperative boundary agreement by receiving input for development of a Town zoning ordinance for the balance of their community. Our office is available to the Town to coordinate that effort.

The cooperative boundary agreement causes to be prepared a comprehensive master plan for the joint planning area. The recently adopted Town land use plan anticipates a use of mixes in what is delineated as the JPA. I would encourage the Joint Commission to consider the thought that was given by the Town Planning Committee in preparing the land use plan. I would be happy to provide copies of the Cameron reports and maps for the JPA master planning process.

The Joint Commission will, under this agreement, cause to be prepared a zoning map for the JPA within three years. Wis. Stat. § 66.023 (7m) authorizes such zoning ordinance to be prepared under § 60.61, 61.35, or 62.23 for all or a portion of the town territory covered by the plan. In Wood County, County Board approval will be necessary under the provisions of Wis. Stat. § 60.62 (3).

Finally, the Joint Commission, under this cooperative agreement, will review proposed land divisions within the JPA for compliance with the subdivision ordinances applicable to the land divisions. Please be advised that the Wood County Planning & Zoning Office administers the Wood County Land Subdivision Ordinance. Any division of land that creates a new parcel of land five acres or less in size is required to submit a certified survey map to this office for review and approval. There are other requirements for a survey as well and I will be happy to provide a copy of that ordinance to the Joint Commission when that group is established.

If you have any questions regarding these comments, please feel free to contact me.

Sincerely,

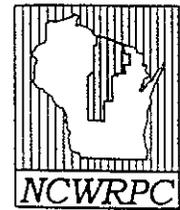


Gary Popelka, AICP  
Director  
Wood County Planning & Zoning

APR 23 1993

# NORTH CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION

407 Grant Street, Wausau, Wisconsin 54403  
Telephone: (715) 261-6565 Fax: (715) 261-6566



SERVING ADAMS, FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, VILAS AND WOOD COUNTIES.

April 22, 1999

Michael Brehm, Administrator  
City of Marshfield  
630 South Central Avenue  
Marshfield, WI 54449

Greetings Mr. Brehm:

At the request of Michael Best & Friedrich LLP, I have reviewed the *Cooperative Boundary Agreement between the City of Marshfield, the Commission of the Marshfield Electric and Water Department and the Town of Cameron* for its "effect on the master plan adopted by the regional planning commission under S.66.945(9)" and "on the delivery of municipal services" which is an element of the regional plan.

The North Central Wisconsin Regional Planning Commission (NCWRPC) was created in 1973 under Wisconsin Statute s.66.945 as a voluntary association of governments. Two of the primary purposes of the NCWRPC include the preparation of a master plan for the physical development of the Region and the facilitation of intergovernmental coordination and cooperation.

The NCWRPC prepared a *Framework for Regional Development* in 1981 (update in progress). This Plan was prepared under the authority of s.66.945 and is intended to provide long-range policy direction for guiding growth, development and redevelopment in north central Wisconsin and for making public and private investment decisions in the Region. The Framework document includes a *Regional Development Guide* that is intended to be used as a guide for local planning and decision making. The Framework does not specify details of local development plans.

The Framework document divides the Region into eight different land use activity areas. These areas are: 1) Urban Centers, 2) Urbanizing Areas, 3) Rural Centers, 4) Rural Places, 5) Waterfront Areas, and 6) Agricultural Areas. The City of Marshfield is classified as an urban center in the Framework. The Framework recommends that major future needs in housing, commercial and industrial development in urban centers should focus on filling in vacant land that is zoned for these purposes, maintenance of existing neighborhoods and business areas, and redevelopment of areas with dilapidated or obsolete buildings or uses. The Framework further recommends that public investments and other incentives should be targeted for these purposes in urban centers.

The unincorporated area immediately surrounding the City of Marshfield is classified as an urbanizing area in the Framework. Wherein, the lands covered by this agreement lie. The recommended development strategy for urbanizing areas is to achieve an orderly transition from rural or vacant land to urban-level development that is physically and politically cohesive. This strategy means that urban development centers should be expanding outward into the urbanizing

area to accommodate area growth. Land should be developed at urban-level densities so that urban-level services and facilities can be economically provided.

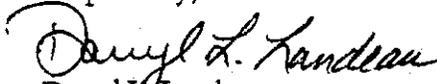
The Framework recommends the following policies for urbanizing areas:

1. Future development in urbanizing areas should be concentrated within areas offering basic public services such as sewer and water.
2. Use of vacant, "skipped over" land within urbanizing areas should be encouraged.
3. "Over platting" of land for residential use should be avoided.
4. Commercial development in urbanizing areas should be concentrated and zoned in appropriate locations rather than developed in highway "strip" or sprawl patterns.
5. Development in or near sewer and water service areas should take place at urban densities.
6. Urban-level facilities and services, such as sewer, water and emergency services, should be provided as areas develop to urban density.
7. Construction of new public facilities should be discouraged when excess capacity exists nearby.
8. The location of facilities such as airports, transmission corridors, etc. should be planned so that they do not interfere with desirable growth patterns.
9. New facilities such as schools, parks, etc., should be used as "growth shapers" in urbanizing areas.
10. Vegetation, structures, and open space should be used as buffers between conflicting land uses.

The proposed agreement appears to adhere to each of the applicable policies as well as the overall Framework concept. There is no apparent ill effect on the *Framework for Regional Development* (the master plan adopted by the regional planning commission under S.66.945(9)) or on the delivery of municipal services resulting from the provisions within this agreement. In fact, execution of the agreement will serve to advance the goals of the Plan. This type of intergovernmental cooperative planning is precisely what the NCWRPC is intended to foster and encourage. We commend both the City of Marshfield and the Town of Cameron for their efforts.

This concludes our review. If you have any questions or comments regarding this review, please feel free to contact me at 715/261-6565.

Respectfully,

  
Darryl L. Landeau  
Regional Planner

**Lauren Azar, Michael Best & Friedrich LLP**

# Tab 19

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RESOLUTION No. 99-01

**RESOLUTION AUTHORIZING PARTICIPATION  
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF  
THE WISCONSIN STATUTES**

The Town Board, Town of Cameron, Wood County, Wisconsin does hereby ordain as follows:

**WHEREAS**, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997.

**WHEREAS**, based on this August 27, 1997 plan, the Parties prepared a Cooperative Boundary Agreement dated February 11, 1999 ("Agreement").

**WHEREAS**, on May 11, 1999 The Parties held a public hearing on the Agreement.

**WHEREAS**, The Parties have accepted written testimony on the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, After considering all written and oral testimony, the Town of Cameron hereby approves and adopts the February 11, 1999 Cooperative Boundary Agreement between the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, The Town of Cameron hereby directs the Town Chairperson to seek State approval of the Agreement and to conduct any other activities necessary to begin implementation of the Agreement.

ADOPTED 7-13-99 James J. Schreiner  
CHAIRPERSON

APPROVED 7-13-99 Rula Strack  
TOWN CLERK

Vote:

Ayes: 2

Nays: 0

RESOLUTION NO. 99-42

**RESOLUTION AUTHORIZING PARTICIPATION  
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF  
THE WISCONSIN STATUTES**

**WHEREAS**, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997.

**WHEREAS**, based on this August 27, 1997 plan, the Parties prepared a Cooperative Boundary Agreement dated February 11, 1999 ("Agreement").

**WHEREAS**, on May 11, 1999 The Parties held a public hearing on the Agreement.

**WHEREAS**, The Parties have accepted written testimony on the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, After considering all written and oral testimony, the Marshfield Electric and Water Department hereby approves and adopts the February 11, 1999 Cooperative Boundary Agreement between the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, The Marshfield Electric and Water Department hereby directs the City Administrator to seek State approval of the Agreement and to conduct any other activities to begin implementation of the Agreement.

Water & Light Commission

ADOPTED

June 30, 1999

Pat Kew  
President

APPROVED

June 30, 1999

Joseph C. Paworsky  
Secretary

Vote:

Ayes: 4

Nays: 0

RESOLUTION NO. 99-42

**RESOLUTION AUTHORIZING PARTICIPATION  
IN A COOPERATIVE PLAN UNDER SECTION 66.023 OF  
THE WISCONSIN STATUTES**

The Common Council of the City of Marshfield, Wood and Marathon Counties, Wisconsin do hereby ordain as follows:

**WHEREAS**, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997.

**WHEREAS**, based on this August 27, 1997 plan, the Parties prepared a Cooperative Boundary Agreement dated February 11, 1999 ("Agreement").

**WHEREAS**, on May 11, 1999 The Parties held a public hearing on the Agreement.

**WHEREAS**, The Parties have accepted written testimony on the Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, After considering all written and oral testimony, the City of Marshfield hereby approves and adopts the February 11, 1999 Cooperative Boundary Agreement between the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, The City of Marshfield hereby directs the City Administrator to seek State approval of the Agreement and to conduct any other activities necessary to begin implementation of the Agreement.

ADOPTED

6-08-99

*Richard D. D.*  
MAYOR

APPROVED

6-08-99

*Deb M. Hall*  
CITY CLERK

Vote:

Ayes: 9

Nays: 0

RESOLUTION No. 2000-26

RESOLUTION CONFIRMING APPROVAL OF A COOPERATIVE BOUNDARY PLAN UNDER  
WIS. STAT. § 66.023

WHEREAS, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997;

WHEREAS, based on this 1997 agreement and under Wisconsin Statutes § 66.023, The Parties prepared a Cooperative Boundary Plan dated February 11, 1999 ("Plan");

WHEREAS, on June 8, 1999, the City approved the Plan by Resolution No. 99-42;

WHEREAS, after approval by The Parties, the Plan was submitted to the Department of Administration on October 19, 1999; and

WHEREAS, based upon a discussion with the Wisconsin Department of Administration, The Parties reformatted the Plan, which is dated March 8, 2000.

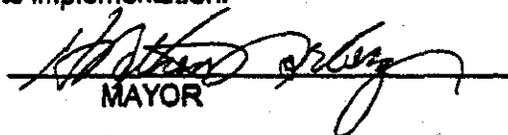
**BE IT RESOLVED THAT**

After reviewing the reformatted document, the City of Marshfield hereby confirms its approval of the Plan as presented in the reformatted version of March 8, 2000.

**BE IT FURTHER RESOLVED THAT**

The City of Marshfield hereby directs the City Administrator to continue seeking State approval of the Plan as presented in the reformatted version of March 8, 2000, and to continue conducting any other activities necessary to begin its implementation.

ADOPTED 3-14-2000

  
MAYOR

APPROVED 3-14-2000

  
CITY CLERK

Votes:

Ayes: 10

Nays: 0

RESOLUTION # 1-2000

RESOLUTION CONFIRMING APPROVAL OF A COOPERATIVE BOUNDARY PLAN  
UNDER WIS. STAT. § 66.023

WHEREAS, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997;

WHEREAS, based on this 1997 agreement and under Wisconsin Statutes § 66.023, The Parties prepared a Cooperative Boundary Plan dated February 11, 1999 (" Plan" );

WHEREAS, on June 30, 1999, the Marshfield Electric and Water Department approved the Plan by Resolution 99-42;

WHEREAS, after approval by The Parties, the Plan was submitted to the Department of Administration on OCTOBER 19, 1999; and

WHEREAS, based upon a discussion with the Wisconsin Department of Administration, The Parties reformatted the Plan, which is dated March 8, 2000.

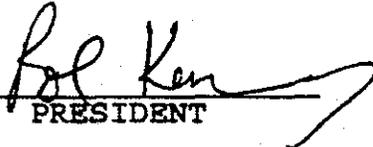
**BE IT RESOLVED THAT**

After reviewing the reformatted document, the Marshfield Electric and Water Department hereby confirms its approval of the Plan as presented in the reformatted version of March 8, 2000.

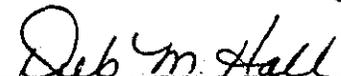
**BE IT FURTHER RESOLVED THAT**

The Marshfield Electric and Water Department hereby directs the City Administrator to continue seeking State approval of the Plan as presented in the reformatted version of March 8, 2000, and to continue conducting any other activities necessary to begin its implementation.

ADOPTED 4-16-00

  
PRESIDENT

APPROVED 4-16-00

  
CITY CLERK

Votes: 3 FOR  
0 AGAINST

RESOLUTION No. 1-2000

**RESOLUTION CONFIRMING APPROVAL OF A COOPERATIVE BOUNDARY PLAN  
UNDER WIS. STAT. SECTION 66.023**

**WHEREAS**, the City of Marshfield, Commission of the Marshfield Electric and Water Department, and the Town of Cameron (collectively "The Parties") executed a Cooperative Plan and Agreement on August 27, 1997;

**WHEREAS**, based on this 1997 agreement and under Wisconsin Statutes Section 66.023, the Parties prepared a Cooperative Boundary Plan dated February 11, 1999 ("Plan");

**WHEREAS**, on July 13, 1999, the Town of Cameron approve the Plan by Resolution 99-1;

**WHEREAS**, after approval by The Parties, the Plan was submitted to the Department of Administration on October 19, 1999; and

**WHEREAS**, based upon a discussion with the Wisconsin Department of Administration, The Parties reformatted the Plan, which is dated March 8, 2000.

**BE IT RESOLVED THAT**

After reviewing the reformatted document, the Town of Cameron hereby confirms its approval of the Plan as presented in the reformatted version of March 8, 2000.

ADOPTED 4-13-2000

Jim Schum  
CHAIR

APPROVED 4-13-2000

Bill Strack  
TOWN CLERK

Vote:

Ayes: 3

Nays: 0

