



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department Committee, Agency, Corporation, Quasi-Municipal Corporation or Sub-unit thereof.

Notice is hereby given that the CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE of the City of Wausau, Wisconsin will hold a regular or special meeting on the date, time and location shown below.

Meeting of the:

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU

Date/Time:

Thursday, May 11, 2023 at 5:15 p.m.

Location:

City Hall (407 Grant Street, Wausau WI 54403) - COUNCIL CHAMBERS

Members:

Lou Larson (C), Doug Diny, Gary Gisselman, Chad Henke, Lisa Rasmussen

AGENDA ITEMS FOR CONSIDERATION

1. CONSENT AGENDA (Any item can be removed from the Consent Agenda at the request of a
 - A. Approval of minutes of the April 13 and May 1, 2023 meetings.
 - B. Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue.
 - C. Action on Stormwater Maintenance Agreement with Wausau School District at 2607 North 18th Street.
 - D. Action on Stormwater Maintenance Agreement with Wausau School District at 1400 and 1402 Stewart Avenue.
 - E. Action on Stormwater Maintenance Agreement with 2600 Stewart Avenue LLC and 2606 Stewart Avenue LLC at 2600 Stewart Avenue and 2606 Stewart Avenue.
 - F. Action on Easement with Wausau Opportunity Zone Inc. at 201 Wasington Street for 40-foot sewer and water easement between 2nd Street and 3rd Street.
2. Discussion and possible action on the sale of 1515 Curling Way.
3. Discussion and possible action on proposed 2024 Street Construction Projects and 5-Year Plan.

Adjournment

LOU LARSON - Committee Chair

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail lori.wunsch@ci.wausau.wi.us with "CISM public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, if agendaized, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 05/04/23 @ 9:30 a.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

It is possible that members of and possibly a quorum of the Common Council and/or members of and possibly a quorum of other committees of the Common Council of the City of Wausau may be in attendance at this meeting to gather information. No action will be taken by any such groups at this meeting other than the committee specifically referred to in this notice.

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Becher Hoppe Associates, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell

*** All present are expected to conduct themselves in accordance with our City's Core Values ***



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Meeting of the: **CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE OF THE CITY OF WAUSAU**
Date/Time: **Thursday, May 11, 2023 at 5:15 p.m.**
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Members: **Lou Larson (C), Doug Diny, Gary Gisselman, Chad Henke, Lisa Rasmussen**

ADDENDUM

4. Discussion and possible action on dedication of right-of-way at 1705 Wegner Street.
LOU LARSON - Committee Chair

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This Notice was posted at City Hall and transmitted to the Daily Herald newsroom on 05/05/23 @ 2:00 p.m. Questions regarding this agenda may be directed to the Engineering Department at (715) 261-6740.

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Distribution List: City Website, Media, Committee Members, Mayor, Council Members, Assessor, Attorney, City Clerk, Community Development, Engineering, Finance, Inspections, Park Dept., Planning, Public Works, County Planning, Police Department, Wausau School District, Becher Hoppe Associates, REI, Judy Bayba, Scholfield Group, Clark Dietz, Inc., Brown and Caldwell

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: April 13, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Chad Henke, Lisa Rasmussen, Gary Gisselman, Doug Diny (Lou Larson was excused)

Also Present: Eric Lindman, Allen Wesolowski, Tara Alfonso, Jill Kurtzhals, Dustin Kraege, Chad Abbiehl, Lori Wunsch

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:15 p.m. Vice Chair Gisselman called the meeting to order.

Approval of minutes of the March 9, 2023 meeting

Diny moved to approve the minutes of the previous meeting. Henke seconded and the motion carried 4-0.

Public Hearing: Discussion and possible action on vacating and discontinuing right-of-way located east of 1610 Meadowview Road, 1615 Meadowview Road, and 1612 Evergreen Road, which abuts the boundary of Parcels 080-2908-074-0992 and 156001 Forest Valley Road in the Town of Wausau

No one appeared and the public hearing was closed.

Noting the petition received from the abutting property owners and no one appearing to testify against the vacation, Rasmussen moved to approve the vacation. Diny seconded and the motion carried 4-0.

Public Hearing: Discussion and possible action on vacating and discontinuing the portion of an alley that abuts 300 West Knox Street, 1110 North 3rd Avenue, 1114 North 3rd Avenue, and 1111 North 4th Avenue

No one appeared and the public hearing was closed.

This is in Rasmussen's district. She noted that one property owner owns all of the abutting property. This alley runs behind Blue Willow Café and is not real functional.

Rasmussen moved to approve the vacation. Henke seconded and the motion carried 4-0.

Discussion and possible action on parking restrictions on Sherman Street from 3rd Avenue to 17th Avenue

Gisselman noted the email from Alder Larson that was included in the packet. Wesolowski did hear from Butch Gabrielski, whose mother lives at 1417 Sherman Street, which is on the west end of Sherman Street. They want to keep the option to park on the street. They felt taking away parking would increase speeding and once in a while they utilize street parking.

Mary Hulke, 1010 Sherman Street, lives on the north side of the street between 10th and 11th Avenues. She indicated she is not in favor and would like to understand the problem this is trying to solve. She has the same concerns just noted. Her house is close to Sherman Street. Traffic is insane and no one obeys the speed limit. She is concerned for herself and friends that visit. She noted a neighbor is disabled and has to use a van with a lift. She would be concerned for her safety if parking is restricted. She is very aware of the problem further east on Sherman Street. People park nearly 24 hours a day for many days at a time, do not adhere to overnight parking regulations, and plows have to go around them. She understands restricting parking there but asked why the solution involves no parking all the way to 17th Avenue. There is no problem in her opinion and asked that parking not be restricted.

Gisselman indicated the issue is coming off of 3rd Avenue. The initial discussion was how to treat Sherman Street west of 3rd Avenue with the variety of congestion. That brought forth discussions of no parking on Sherman Street and to what extent.

Hulke understands the signs further west on the north side of Sherman Street to 8th Avenue are not in ordinance. She glanced at the meeting packet and found the suggestion of restricting parking on the north side except during the fair. She has lived in this house since 1976. Her personal experience is that parking restrictions are needed during the fair. With parking on both sides of the road there is barely enough room for anyone to drive. When she had a smaller vehicle, she could not see traffic coming in any direction.

Rasmussen indicated that most of the opposition is west of 8th Avenue. She feels it makes sense to codify the no parking that is already posted between 3rd Avenue and 8th Avenue and leave everything west of 8th Avenue alone. This did come at the request of the Alder, but there are now two homeowners who are opposed. She believes we should stick with what we already have posted and not go any further unless there is evidence to show there is more of a problem.

Gisselman asked if this would have to be brought back with it agendized differently. Alfonso feels any parking restrictions can be discussed and action can take place on any parking restrictions.

Rasmussen moved to adopt no parking on the north side of Sherman Street between 3rd Avenue and 8th Avenue. Henke seconded.

Diny asked if staff has looked at this and if there is any recommendation. He does not want to take closing of parking too lightly. He believes the trend should be to maintain as much parking as we can. Wesolowski drove the area and did not see any issues with leaving parking between 8th and 17th Avenues. It was lightly parked the times he drove the area.

Henke noted that the existing signs should be replaced. Wesolowski agreed. If approved, the signs would be replaced and would be more uniformly spaced.

There being a motion and a second, motion to adopt no parking on the north side of Sherman Street between 3rd Avenue and 8th Avenue carried 4-0.

Discussion and possible action on preliminary resolution for 2023 Alley Paving Projects

Wesolowski indicated a petition was received to pave an alley. Staff recommends moving forward with a public hearing. A public hearing would have to be held because special assessments would be levied against the property owners. There is money in the budget for paving one alley. This is the only alley paving request received this year.

Robert Baumann, 817 Hamilton Street, appeared. There is dead vegetation and weeds on both sides of the alley, and he asked if this would include clearing the vegetation. Wesolowski explained the alley right-of-way would be staked. If the vegetation is within the right-of-way, it would be cleared. If it is on private property, it would not be taken down.

Diny moved to approve the paving project. Seconded by Henke.

Lindman noted this is just to set the public hearing for the project, which would be scheduled in May or June.

There being a motion and a second, motion to approve carried 4-0.

Discussion and possible action on sale of 123 West Thomas Street

Lindman explained this item is going through the process in accordance with the ordinance for the sale of city-owned property. It went to Plan Commission, is back before CISM, and then would go to Council. The bid amount received is \$750, which was the only bid received.

Henke moved to approve. Diny seconded and the motion carried 4-0.

Discussion and possible action examining and developing possible alternatives to prohibited street parking during snow emergencies, including amendment to any necessary ordinances such as Section 10.20.040 – No parking during snow removal and/or Chapter 10.48 – Parking meters

In Lindman's staff report, he tried to provide information on what is currently available for residents. Since writing his report, he learned the city sells all day value passes. These are in groups of 15 for \$35 and do not expire. They can be used in any of the ramps after entering the code into the kiosk. It equates to \$2.40 for the day. We typically have one or two snow emergencies a year, with one to two more during a bad year. Staff talked about different options and trying to change the Wausau Municipal Code. However, staff feels there are enough things in place, and this is more of an education situation. He feels more outreach is needed.

Rasmussen agrees. Communication about options and what is available would be helpful. She also believes that to open up different regulations because a few people received a \$100 parking ticket is a bad idea. Our snow emergency penalties exist for a reason. Snow emergencies are declared just a couple times a year. In every district one can find streets where cars are parked where they shouldn't be. They either get plowed in or the street is done when vehicles are moved. She gets it that it may be difficult for people at times but if it is just a day or two a year, she does not think we should change the rules. We have to make it as easy as possible for our crews to clear the roads where there is a significant event. She feels we are good with what we have but it would be helpful if we improve our communication with what people's options are.

Henke agrees and along with education suggested working on getting snow emergencies out to the public. In the past he never knew when snow emergencies were declared. He suggested a text message that people could voluntarily sign up for, which could also be used in cases such as the recent flood warning. Lindman agrees with push notifications, but currently we do not have that ability.

Diny asked if local radio stations were used for these types of releases. Wesolowski indicated they do go out, but it is up to them to publish. Wunsch indicated notices are sent to the paper, local media outlets, First Student, the school district, city Facebooks pages and others. Rasmussen said the last emergency was on both local news stations and on their Facebook pages. She also feels a push notification would be useful. She noted Marathon County uses a system for alerts and suggested checking to see if we could partner with them a couple times a year.

No action was taken on this item.

Adjourn

Diny moved to adjourn the meeting. Henke seconded and the motion carried 4-0. Meeting adjourned at approximately 5:45 p.m.

CAPITAL IMPROVEMENTS AND STREET MAINTENANCE COMMITTEE

Date of Meeting: May 1, 2023, at 5:15 p.m. in the Council Chambers of City Hall.

Members Present: Lou Larson, Chad Henke, Lisa Rasmussen, Gary Gisselman, Doug Diny

Also Present: Mayor Katie Rosenberg, Eric Lindman, Allen Wesolowski, Anne Jacobson, Jill Kurtzhals, Liz Brodek, Dawn Herbst, Lori Wunsch

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and received by the *Wausau Daily Herald* in the proper manner.

Noting the presence of a quorum, at approximately 5:15 p.m. Chair Larson called the meeting to order.

Discussion and possible action approving the closure of the McClellan Ramp and skywalk

Larson asked if anyone present would like to comment on this issue. No one came forward.

Larson walked the ramp today. It is dated and he will not dispute that it needs to be replaced. He will dispute the way it has been brought forward. He gets tired of things being brought to us with the notion it needed to be done two weeks ago. He does not believe there has been a survey taken of the people affected by this. He believes the ramp is important as it serves two of the largest buildings downtown; the City Square building and Dudley Tower. To his knowledge there is no strategic plan to move forward other than to just tear down the ramp.

Rasmussen said there has been talk of this in a number of meetings. The city commissioned a city-wide parking study a few years ago that ascertained the engineering condition of the ramps. In public meetings back to 2015 or 2016 we were already talking about the fact that the McClellan Ramp has less than 10 years to live. At that point, a plan was put in place to likely bring down that structure. Depending upon parking demand, there was talk of constructing a new ramp on either the church block or on the McClellan site depending on what made the most sense and what the costs were. They were taking a study of what the surface parking and ramp parking demands were. This was before the rise of work from home and now a lot of the office towers are not even close to full capacity. There is 30% or less in use and permit sales. Staff was performing enough maintenance to hobble structures along to end of life. We knew a long time ago and had agreed that at some point McClellan would need to go. It is nearing 50 years old and has had a continuous flow of water, concrete and road salt. Its life expectancy is pretty much up. Her concern is collapse. In New York two weeks ago, a ramp went down full of cars and killed the ramp attendant. Cars were pancaked and falling off the top onto the sidewalk below. If we think people are upset about the fact that we may retire the McClellan Ramp, imagine how upset they would be if the ramp comes down with cars or people in it. She is very nervous about its condition. 20 years ago, she parked in the ramp every day; it was not the best back then. She parked in the ramp for a few minutes today and drove right back out. As soon as a car drives behind you, it is bouncing. You can feel the flex in the joints. When it is raining, water is running through it. When we have two engineers and an engineering firm saying the ramp is done, she feels we need to listen. We would be looking at an awful sum of money to get the ramp through the fall and another awful sum to get through 2025. She is not a fan of letting the ramp live much longer.

Diny hopes the impression was not given that they were not listening last week. He thinks there are two issues. One is a long-term strategic plan that may be changing due to different work schedules since COVID. The other issue is the safety of the ramp. If it needs to be shut down, we need to shut it down. We need to talk about budgeting if we are talking about planning. The destruction of the ramp will cost as much if not more than maintaining it. Part of the plan is how will we pay for it and what are we going to do next. With the information given, he is convinced it likely needs to be closed and soon. He feels that decision can be made without clouding it with everything else we need to look at.

Henke needed some time to think this over after the discussion at Council. He agreed with a lot of things that were said at Council. As this was talked about at Finance and Council, there were a lot of points brought up that he felt CISM would have answered and not felt like something was missed. He feels staff has the power to shut it down if it is that bad and questioned if that happened. Wesolowski indicated the top level was closed on Friday. Wesolowski stated some people were concerned if the top level was closed there would not be enough parking,

but when he went through today at 10:00 am it was still 50% empty with closing the top level. Henke asked if notices were sent out. Wesolowski said they did not feel notices were needed as there is adequate parking in the rest of the ramp. People that want to utilize the skywalk can take the elevator to the skywalk level. Henke mentioned that when we take away street parking, the residents have a chance to come to committee. If that is what this meeting is for, he feels it was worth it. Wesolowski explained that this spring we did not plan on closing the ramp June 1. We have a \$350,000 budget for ramp maintenance. We went out for bids on the JC Penney Ramp, which came in at approximately \$185,000. There was about \$100,000 to put into McClellan. When we had Walker go through the ramp and give estimates, we found we did not have the money to band aid it through. Since we did not have enough money to try to get it through another year, it was brought forward to Finance to make the decision. It was staff's opinion that it did not make sense to band aid it for another year. The consultant said it is one of the worst leaking ramps that they have seen.

Gisselman's concern at Council was the legal obligation with the Dudley Tower. He does not want them to be surprised with how we are proceeding for the rest of 2023. Lindman's contact for the Dudley Tower is Paul Schlindwein. He left him a voice mail but has not heard back. Gisselman does not want their legal department to show up at a Council meeting; the city has an obligation to provide them a ramp to the second tower. He wants to make sure that our legal obligations are taken care of before we go much further.

Gisselman moved to close the McClellan Ramp as of June 1, 2023 and recommend a budget for the demolition of it in 2024. He added that the Walker report was included in the packet, and he feels there is a need to proceed for the safety of the customers of the McClellan Ramp. Rasmussen seconded the motion.

Larson asked how many permits are sold. He had talked to a person in the ramp who knew of people that wanted permits but were told permits were not available. Lindman does not have the exact numbers, but thought it was 280 to 300. They do not all park in the ramp. There is a surface lot at 120 Scott Street that they can park at. They can also park in Lot 14, the gravel lot. Larson asked if staff has talked with the City Square Building. Lindman stated formal notices have not been sent out because Council approval is needed to permanently close the structure. Staff did talk with the landlord, Compass Properties. They let their tenants know this is being brought forward. We have had quite a few conversations with Mark Craig. We have had emails from some of the tenants and have responded with other parking options. This may have been a different discussion if we did not have plenty of parking in the Jefferson Ramp and other lots. It always was the city's intention to get this ramp into 2024. A Towers Area report was done by the city that showed this ramp going away around this time. That has been discussed with tenants of the ramp and landlords downtown over the years.

Larson questioned what will happen when buildings start renting again. He has concerns about overcrowding at the Jefferson Ramp. There may have been strategic plans in the past, but questioned what the strategic plan is moving forward when the ramp is torn down. He spoke with someone in the ramp who is fully aware of the ramp condition and needed changes but would rather be able to park where their cars are protected from the weather rather than just a paved lot. He noted the ramp is in a TIF district and tearing it down and rebuilding could possibly come from the TIF district. He understands the need to tear it down but is uncomfortable with no strategic plan moving forward.

Rasmussen mentioned the materials received in Finance last week. They talked about the short-term plan for post-mortem on the McClellan Ramp. This included consideration of paving the gravel lot to the north in 2024. If that is paved it will bring approximately 70 new stalls. There are 300 covered stalls available across the road in the Jefferson Ramp. When the Towers Area Master Plan was developed, there was a stake holder engagement component. There were focus group meetings where all of the management of the affected businesses were around the table. No one thought this would be necessary this soon, but the deterioration has sped up to this point. If we would have a development boom downtown and parking needs change, we hold enough land in the area where we could have discussions about replacement of a ramp. With a lot of people still working from home, we do not need to plan to reconstruct a ramp in the immediate future. We could revisit that if the demand is different.

Larson feels it may be more of an inconvenience for the City Square people to park in the Jefferson Ramp than it is to those in the Dudley Tower. If there are plans to pave the lot where the ramp is now, he is concerned for

elderly and handicapped individuals. He asked if there would be immediate parking for those people so they do not have to walk an extra block and a half. Lindman stated there is parking in the 120 Scott Street lot with handicapped parking. That lot does get parked up. If there are concerns, we could always mark a couple extra spots. He has not heard of any concerns at this point but would be willing to look at it. We will be working with our staff to do some grading and add gravel to the gravel lot to make it more usable than what it is now.

Brodek cannot speak for Dudley Tower legal counsel, but she did receive an email from an attorney with Ruder Ware asking about the ramp closure. A few others from the Dudley Building have contacted staff so they as well as City Square are aware of the plans. There was an adopted market study done in February 2020 that does detail many different scenarios. Staff is internally working to figure out what makes the most sense and working with stake holders to figure out what that should look like.

Diny hopes it does not look like we were sharp shooting staff last week. The process matters because the public has an opportunity to see how we operate. We take different routes because of emergencies. He is glad to hear there has been talk with stake holders, so this does not come as a surprise. If you build a chicken coop in this town that is 2' bigger than what is allowed, you are required to get permission from your neighbors. That is why he asked last week what the neighbors think. Their input is important and now that we have that he will support this. He wants to continue to keep people informed and work on the strategic plan.

Larson will begrudgingly support this for the safety of the people, but he does not feel the public has been properly notified of this change. There have been Master Plans in the past but there is no Master Plan going forward.

Amy Zientara, Building Manager for the Dudley Tower, primarily came to listen tonight. They have not had communication with anyone regarding the McClellan Ramp, the skywalk, or their development agreement in quite some time, probably 3 years. However, they are fine if the McClellan Ramp comes down assuming the land is blacktopped, stripped and parking is made available.

There being a motion and a second, motion to close the McClellan Ramp as of June 1, 2023 and recommend a budget for the demolition of it in 2024 passed unanimously 5-0.

Adjourn

Diny moved to adjourn the meeting. Henke seconded and the motion carried 5-0. Meeting adjourned at approximately 5:45 p.m.

Agenda Item No.

1B

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Wausau School District at 1200 West Wausau Avenue

BACKGROUND

The Wausau School District is proposing the redevelopment of an existing baseball field and an existing softball field at the Wausau West High School Campus. This redevelopment project will include synthetic turf infields with associated drainage as well as drainage improvements to the outfields. Impervious surface at the site will be reduced, which will reduce the amount of stormwater runoff, and all runoff will be managed by existing stormwater features.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.

AGREEMENT

Document Title

AGREEMENT FOR THE MANAGEMENT AND MAINTENANCE OF A STORMWATER FACILITY

THIS AGREEMENT made this 13th day of APRIL, 2023, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and WAUSAU SCHOOL DISTRICT A SCHOOL DISTRICT, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

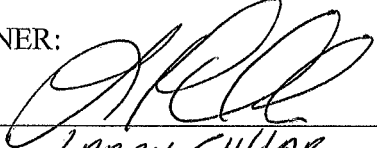
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

291.2907.233.0740

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: 
 LARRY CIHLAR
 DIRECTOR BLDG & GRNDS

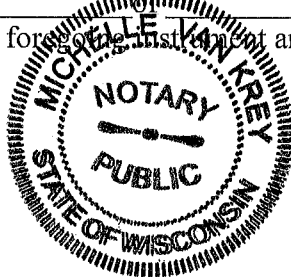
CITY OF WAUSAU:

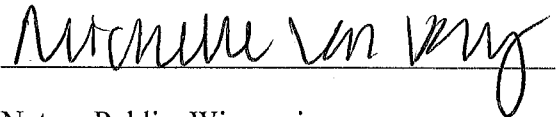
By: _____
 Katie Rosenberg, Mayor

By: _____
 Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 13th day of April, 2023, the above-named Larry Cihlar and _____, LLC, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



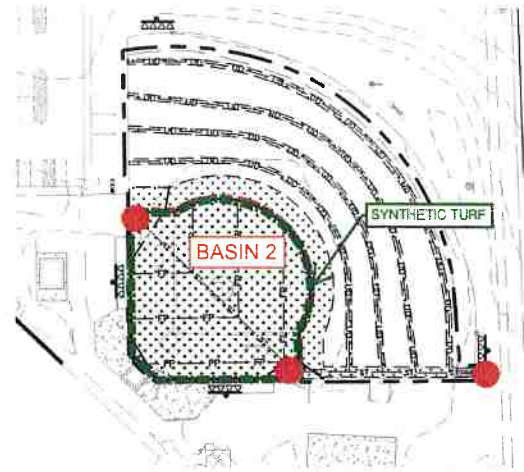

 Notary Public, Wisconsin
 My commission: 6/8/24

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor, and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, Wisconsin
 My commission: _____

EXHIBIT A



● STORM SEWER STRUCTURE



EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

WAUSAU WEST ATHLETIC
REDEVELOPMENT
1200 W WAUSAU AVENUE
WAUSAU, WI 54401

LOT 1 OF CSM VOL 45-173 (10921). PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ SECTION 23, TOWNSHIP 27 NORTH, RANGE 7 EAST, AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 22, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

The Land Owner, Wausau School District, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. **DEBRIS**: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. **STORM SEWER PIPES AND STRUCTURES**: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. **SYNTHETIC TURF**: Brush synthetic turf in accordance with manufacturers manual. Remove foreign objects with equipment specified by manufacturer. Remove accumulated debris from tributary hard surfaces. Do not store soil on tributary hard surfaces.
4. **MOWING**: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds.

Agenda Item No.

1C

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Wausau School District at 2607 North 18th Street

BACKGROUND

The Wausau School District is proposing the redevelopment of an existing baseball field, an existing softball field, and an existing multiuse field at the Wausau East High School Campus. This redevelopment project will include synthetic turf infields and a synthetic turf multiuse field with associated drainage as well as drainage improvements to the baseball and softball outfields. Impervious surface at the site will be reduced, which will reduce the amount of stormwater runoff, and all runoff will be managed by existing stormwater features.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Nicksich 715-261-6748

Document No.

AGREEMENT
Document Title

**AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 13th day of APRIL, 2023, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and WAUSAU SCHOOL DISTRICT A SCHOOL DISTRICT, a ~~corporation~~ organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:
291.2908.194.0947

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: *[Signature]*
LARRY CIHLAR
 DIRECTOR BLDG & GRNOS

By: _____

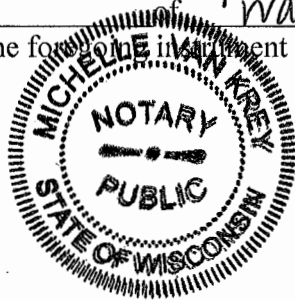
CITY OF WAUSAU:

By: _____
 Katie Rosenberg, Mayor

By: _____
 Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 13th day of April, 2023, the above-named Larry Cihlar
 and _____ of Wausau School District, LLC, to me known to
 be the person(s) who executed the foregoing instrument and acknowledged the same.



[Signature]
 Notary Public, Wisconsin
 My commission: 6/8/24

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor,
 and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing
 instrument and acknowledged the same.

 Notary Public, Wisconsin
 My commission: _____

EXHIBIT A

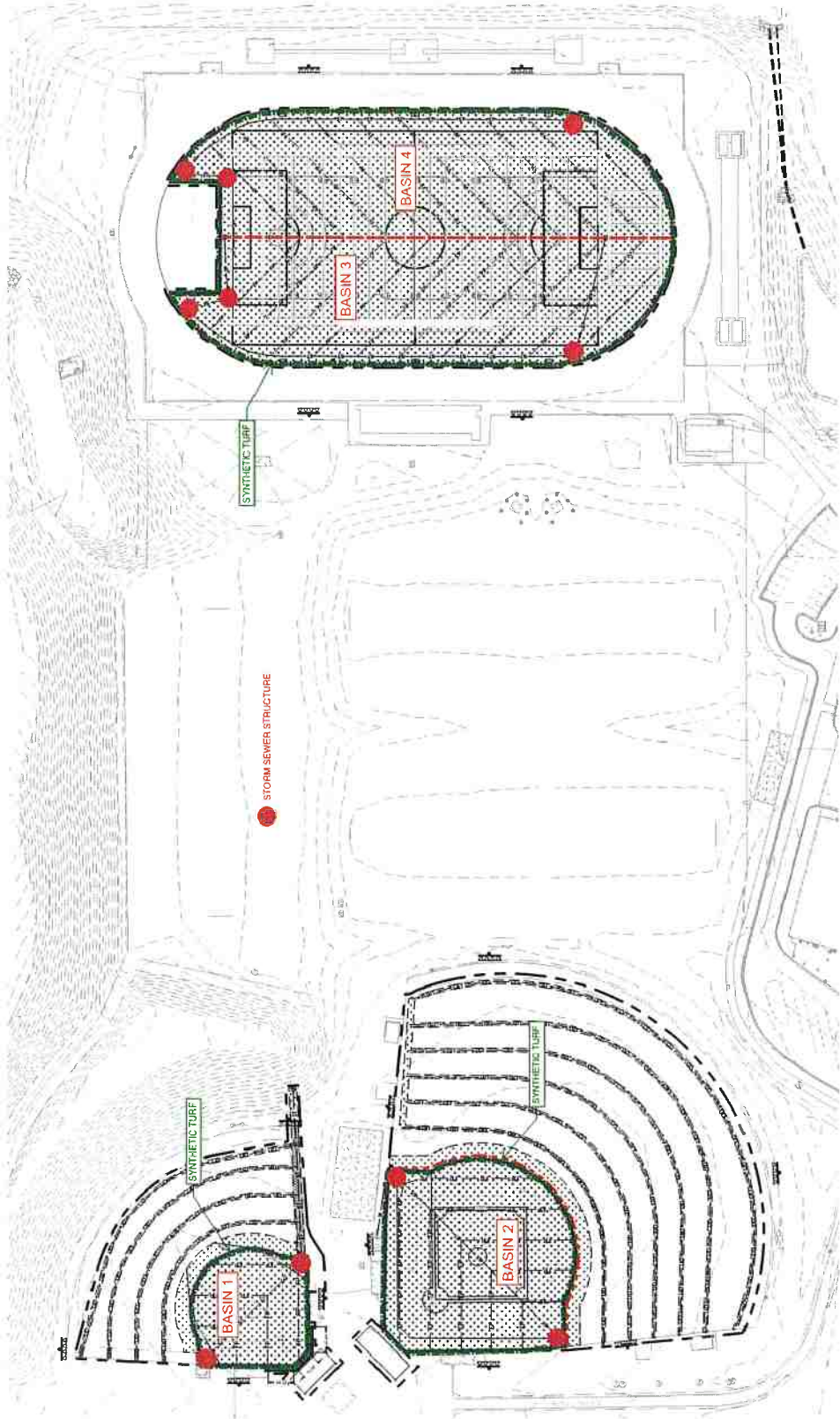


EXHIBIT B

STORM WATER FACILITIES MAINTENANCE SCHEDULE AND PROCEDURES

FOR

WAUSAU EAST ATHLETIC
REDEVELOPMENT
2607 N 18TH STREET
WAUSAU, WI 54403

SEC 19-29-08 PT OF N1/2 SE 1/4 DESD AS LOT (1) & OUTLOT (1) OF CSM VOL 49-38(11556) ALSO LOT (1) OF CSM VOL 36-142(9139), INCL PT OF SE1/4 NE1/4 & SW1/4 NE1/4 OF SD SEC DESD AS LOT (2) CSM VOL 18-217(5049) EX THE W 25', LOTS (1,2&3) CSM VOL 34-7(8629) EX THE N 25' OF LOTS (1&2) THEREOF, LOTS 2, 3,&4) CSM VOL 36-142(9139), LOTS (1&2A) CSM VOL 38-4 (9381) EX THE N & W 25' OF LOT (1) & EX W 25' OF LOT (2A) THEREOF

The Land Owner, Wausau School District, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural storm water treatment measures. Maintenance inspections by the Owner shall take place at a minimum of twice per year, typically spring and fall, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the storm water facilities depicted in **Exhibit A**.

1. DEBRIS: Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the stormwater facilities on the site.
2. STORM SEWER PIPES AND STRUCTURES: Remove accumulated sediment and/or debris from the storm sewer structures, piping, sumps, curb gutters, inlets and outfalls on the site.
3. SYNTHETIC TURF: Brush synthetic turf in accordance with manufacturers manual. Remove foreign objects with equipment specified by manufacturer. Remove accumulated debris from tributary hard surfaces. Do no store soil on tributary hard surfaces.
4. MOWING: Mow pond side slopes, swales, and embankments to promote aesthetics and control weed growth and establishment of woody vegetation. Do not allow brush to accumulate or woody vegetation to grow within swales or ponds.

Agenda Item No.

1D

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM

Action on Stormwater Maintenance Agreement with Wausau School District at 1400 and 1402 Stewart Avenue

BACKGROUND

John Muir Middle School is proposing renovations to their existing site at 1400 & 1402 Stewart Avenue. The proposed project consists of improvements to the existing John Muir Middle School campus including a building addition, new and reconfigured parking, driveways, and sidewalks. Stormwater Management requirements will be achieved utilizing overland flow coupled with a storm sewer conveyance system that routes stormwater runoff to the designed stormwater management facilities consisting of two underground stormwater systems and four sumped catch basins.

To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approval of the stormwater maintenance agreement.

Staff contact: TJ Niksich 715-261-6748

Document No.

AGREEMENT
Document Title

**AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 13th day of APRIL, 2023 by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and WAUSAU SCHOOL DISTRICT A SCHOOL DISTRICT, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and also a "detention pond" which is the subject of this agreement.
2. OWNER specifically agrees to maintain the detention pond in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address
City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:
291.2907.274.0996

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: [Signature]
 HARRY CIHLAR
 DIRECTOR OF BLDG & GRNDS

By: _____

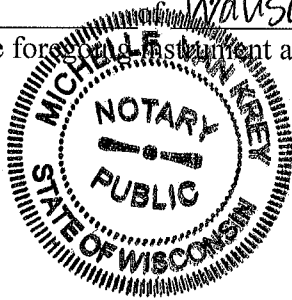
CITY OF WAUSAU:

By: _____
 Katie Rosenberg, Mayor

By: _____
 Kaitlyn A. Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 13 day of April, 2023, the above-named Larry Cihlar
 and Wausau School District, LLC, to me known to
 be the person(s) who executed the foregoing instrument and acknowledged the same.

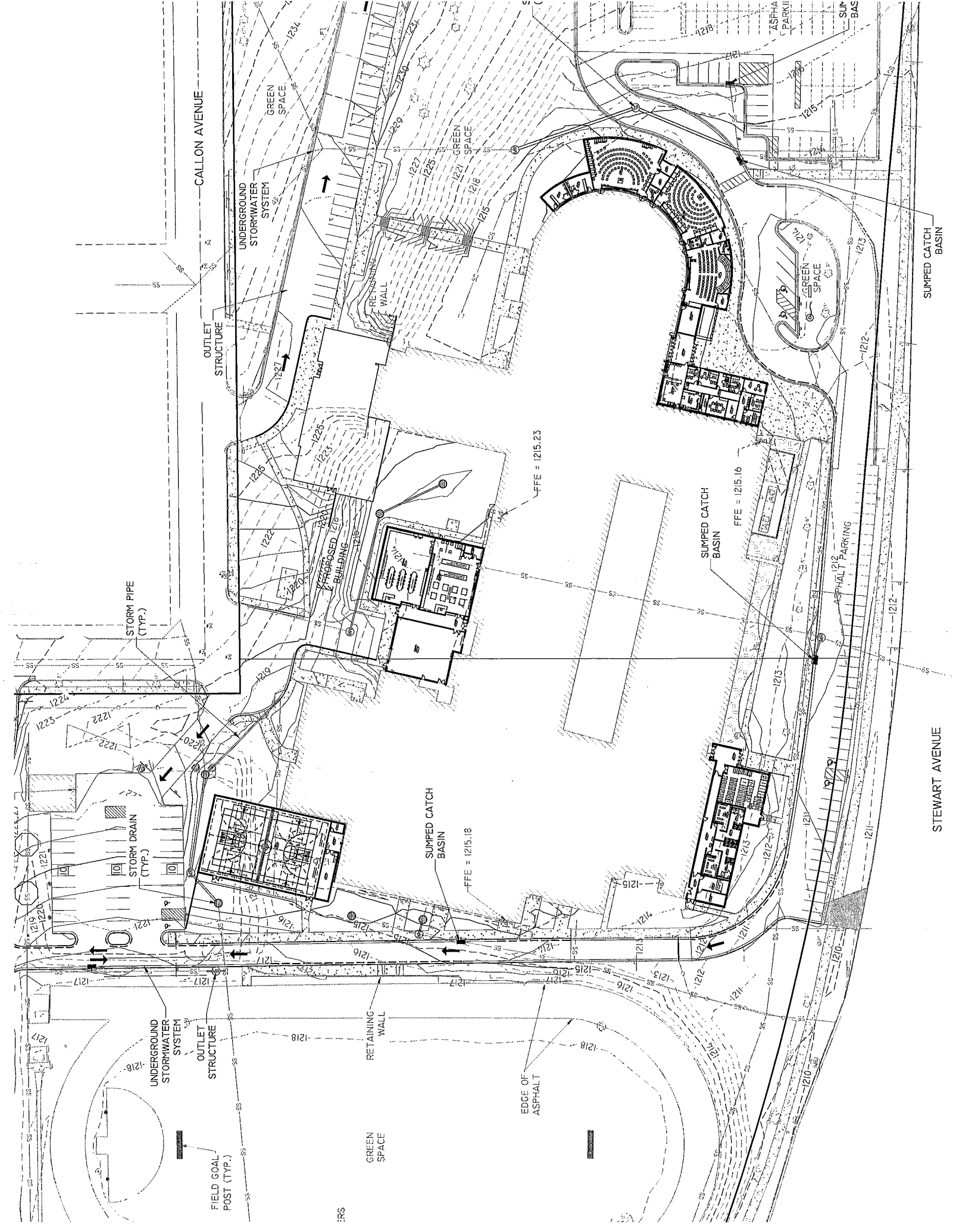


[Signature]
 Notary Public, Wisconsin
 My commission: 6/8/24

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor,
 and Kaitlyn A. Bernarde, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing
 instrument and acknowledged the same.

 Notary Public, Wisconsin
 My commission: _____



CALLON AVENUE

SUMPED CATCH BASIN

STORM PIPE (TYP.)

SUMPED CATCH BASIN

FFE = 1215.16

ASPHALT PARKING

STEWART AVENUE

STORM DRAIN (TYP.)

SUMPED CATCH BASIN

FFE = 1215.18

UNDERGROUND STORMWATER SYSTEM

OUTLET STRUCTURE

RETAINING WALL

EDGE OF ASPHALT

GREEN SPACE

FIELD GOAL POST (TYP.)

ERS

EXHIBIT B
Stormwater Management Facilities Maintenance Schedule & Procedures
For
John Muir Middle School
1400 Stewart Ave
City of Wausau
Marathon County, WI

Property Legal Description:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 27, Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin, more particularly described as follows:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 27; THENCE SOUTH 00°04'47" EAST, COINCIDENT WITH THE EAST LINE OF SAID SOUTHEAST 1/4, 2639.63 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 56°49'41" WEST, 64.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STEWART AVENUE AND THE POINT OF BEGINNING; THENCE NORTH 85°02'22" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE, 578.81 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 655.43 FEET COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 2206.53 FEET, A CENTRAL ANGLE OF 17°01'09", AND A CHORD THAT BEARS NORTH 76°31'47" WEST FOR A DISTANCE OF 653.02 FEET TO THE EAST RIGHT-OF-WAY LINE OF SOUTH 17TH AVENUE; THENCE NORTH 04°45'36" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 57.50 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST; THENCE 180.74 FEET, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 2129.89 FEET, A CENTRAL ANGLE OF 04°51'44" AND A CHORD THAT BEARS NORTH 01°10'09" EAST FOR 180.69 FEET; THENCE NORTH 01°15'43" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 61.33 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST; THENCE 69.35 FEET, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, SAID CURVE HAVING A RADIUS LENGTH OF 3973.60 FEET, A CENTRAL ANGLE OF 01°00'00" AND A CHORD THAT BEARS NORTH 00°45'43" WEST FOR 69.35 FEET; THENCE NORTH 00°15'43" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 666.93 FEET; THENCE NORTH 01°19'24" WEST, COINCIDENT WITH SAID EAST RIGHT-OF-WAY LINE, 33.49 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14228, RECORDED IN VOLUME 63, ON PAGE 55, AS DOCUMENT 824911, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89°37'20" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14228, 123.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 OF CERTIFIED SURVEY MAP NUMBER 14228 AND THE SOUTHWEST CORNER OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 18501, RECORDED IN VOLUME 91, ON PAGE 132, AS DOCUMENT NUMBER

1793743, FILED IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; THENCE NORTH 89°26'05" EAST, COINCIDENT WITH THE SOUTH LINE OF SAID LOT 1 AND LOT 2 OF SAID CERTIFIED SURVEY MAP NUMBER 18501, 445.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2 OF CERTIFIED SURVEY MAP NUMBER 18501 AND THE WEST RIGHT-OF-WAY LINE OF SOUTH 14TH AVENUE; THENCE SOUTH 00°06'42" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 14TH AVENUE, 687.06 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CALLON AVENUE; THENCE NORTH 89°24'03" EAST, COINCIDENT WITH SAID SOUTH RIGHT-OF-WAY, 672.21 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH 12TH AVENUE; THENCE SOUTH 00°00'18" EAST, COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE OF SOUTH 12TH AVENUE, 578.84 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF STEWART AVENUE; THENCE NORTH 88°07'31" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF STEWART AVENUE, 22.51 FEET; THENCE SOUTH 03°11'27" WEST, COINCIDENT WITH SAID NORTH RIGHT-OF-WAY LINE OF STEWART AVENUE, 18.29 FEET TO THE POINT OF BEGINNING.

Responsible Party: Wausau School District

The Owner, their successors, and assigns, shall inspect and maintain the structural and non-structural measures that function to facilitate compliance with stormwater management regulations.

Maintenance Schedule and Procedures:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed as follows:

- 1) **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the underground stormwater systems, outlet structures, sumped catch basins, storm sewer on the site.
- 2) **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the ponds and storm sewer pipe.
- 3) **UNDERGROUND STORMWATER SYSTEMS & SUMPED CATCH BASINS:** Remove accumulated sediment and/or debris from the sumped portion of the underground stormwater systems and sumped catch basins a minimum of every other year.
- 4) **MOWING:** Conduct regular mowing of greenspace areas to promote aesthetics. Keep clippings from entering storm sewer systems.

| AGENDA ITEM |
|--|
| <p>Action on Stormwater Maintenance Agreement with 2600 Stewart Avenue LLC and 2606 Stewart Avenue LLC at 2600 Stewart Avenue and 2606 Stewart Avenue</p> |
| BACKGROUND |
| <p>This maintenance agreement is an update to the maintenance agreement that was signed in 2019 when the majority of the construction took place. The proposed development is the last of 5 developable parcels to be developed. This project consists of constructing a new financial institution with parking and driving surfaces, and drive-through lanes. The development will occur on a property located at 2608 Stewart Ave within the City of Wausau, however, per this agreement, the owner of 2600 and 2606 Stewart Avenue will assume responsibilities to maintain the stormwater facilities.</p> <p>Stormwater Management requirements will be achieved utilizing overland flow coupled with a storm sewer conveyance system that routes stormwater runoff to the designed stormwater management facilities consisting of two existing underground systems.</p> <p>To ensure properly functioning post-stormwater facilities year after year, the City requires the owner to sign a maintenance agreement, making the owner inspect and maintain the facilities on a biennial basis. The maintenance agreement is attached for your review.</p> |
| FISCAL IMPACT |
| <p>None</p> |
| STAFF RECOMMENDATION |
| <p>Staff recommends approval of the stormwater maintenance agreement.</p> |
| <p>Staff contact: TJ Niksich 715-261-6748</p> |

**AGREEMENT FOR THE MANAGEMENT AND
MAINTENANCE OF A STORMWATER FACILITY**

THIS AGREEMENT made this 1 day of May, 2023, by and between the City of Wausau, a municipal corporation of the State of Wisconsin, hereinafter referred to as "CITY", and _____

_____, a corporation organized under the laws of the State of Wisconsin, hereinafter referred to as "OWNER";

WITNESSETH:

WHEREAS, CITY has an interest in and an obligation for the development, management, and maintenance of stormwater facilities within the corporate limits of the City of Wausau, which interest and obligation is evidenced in CITY's stormwater management ordinance and in this agreement which is being entered into pursuant to that ordinance; and

WHEREAS, OWNER wishes to construct certain buildings on land in the City of Wausau, and as an inducement for CITY to grant to OWNER a permit to construct these improvements, OWNER wishes to enter into this agreement for the management and maintenance of a stormwater facility; and

WHEREAS, the specific provision of the Wausau Municipal Code which provides for stormwater management is Chapter 15.56 of the Wausau Municipal Code, which code provides for the routine and extraordinary post construction maintenance of a stormwater management facility, and such a facility is being herein installed for the use and benefit of the development of OWNER's property, and this agreement will specifically provide for the management and maintenance of that stormwater facility.

NOW, THEREFORE, the parties hereto agree as follows:

1. That attached hereto, and incorporated herein by reference, is "Exhibit A," a map upon which there is located certain improvements and storm water facilities, which are the subject of this agreement.
2. OWNER specifically agrees to maintain the storm water facilities in accordance with the schedules and procedures set forth in "Exhibit B" attached hereto and incorporated herein by reference.
3. OWNER specifically grants CITY access to, from and across the property encompassed in "Exhibit A" in order to evaluate and inspect the pond and, in addition to the detention pond, any other stormwater facilities, which evaluation and inspection will, from time to time, be necessary in order to ascertain that the practices concerning management and maintenance are being followed pursuant to CITY's stormwater management ordinances; CITY shall maintain, as a public record, the results of all site inspections, and shall recommend any corrective actions required to bring the stormwater management practices into proper operating condition.
4. Upon notification to OWNER that maintenance deficiencies exist on property, any corrective actions shall be undertaken by OWNER within a time frame as set forth by CITY, which time frame will be reasonable; should OWNER not satisfactorily complete any directives of CITY, as identified in any inspection report or directive, within the time frame provided by CITY, then the parties agree that CITY shall complete any corrective actions and the cost of those actions, including any administrative charges, shall be paid in full by OWNER or, in lieu thereof, shall be placed as a special assessment on the tax rolls of all of the property described on "Exhibit A" pursuant to Wisconsin Statutes.

Recording Area

Name and Return Address

City of Wausau Engineering Dept.
407 Grant Street
Wausau, WI 54403

PIN:

5. This agreement is being entered into pursuant to the provisions of Chapter 15.56 of the city ordinances of the City of Wausau, and the parties agree that OWNER will be bound by these provisions or any future amendments to these provisions or any separate provisions relating to stormwater management.
6. These covenants, agreements, and obligations provided for in this agreement shall travel with the land and be binding upon OWNER, its successors and assigns in perpetuity.

OWNER:

By: 2600 Stewart Ave LLC
2606 Stewart Ave LLC

By: Charles A. Ghidoui Manager

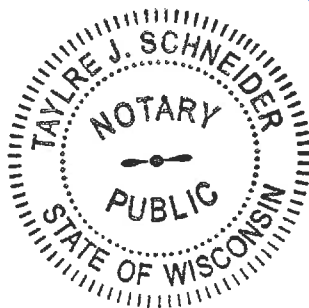
CITY OF WAUSAU:

By: _____
 Katie Rosenberg, Mayor

By: _____
 Kaitlyn Bernarde, Clerk

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this 1st day of May, 2023, the above-named Charles Ghidoui and _____ of _____, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.



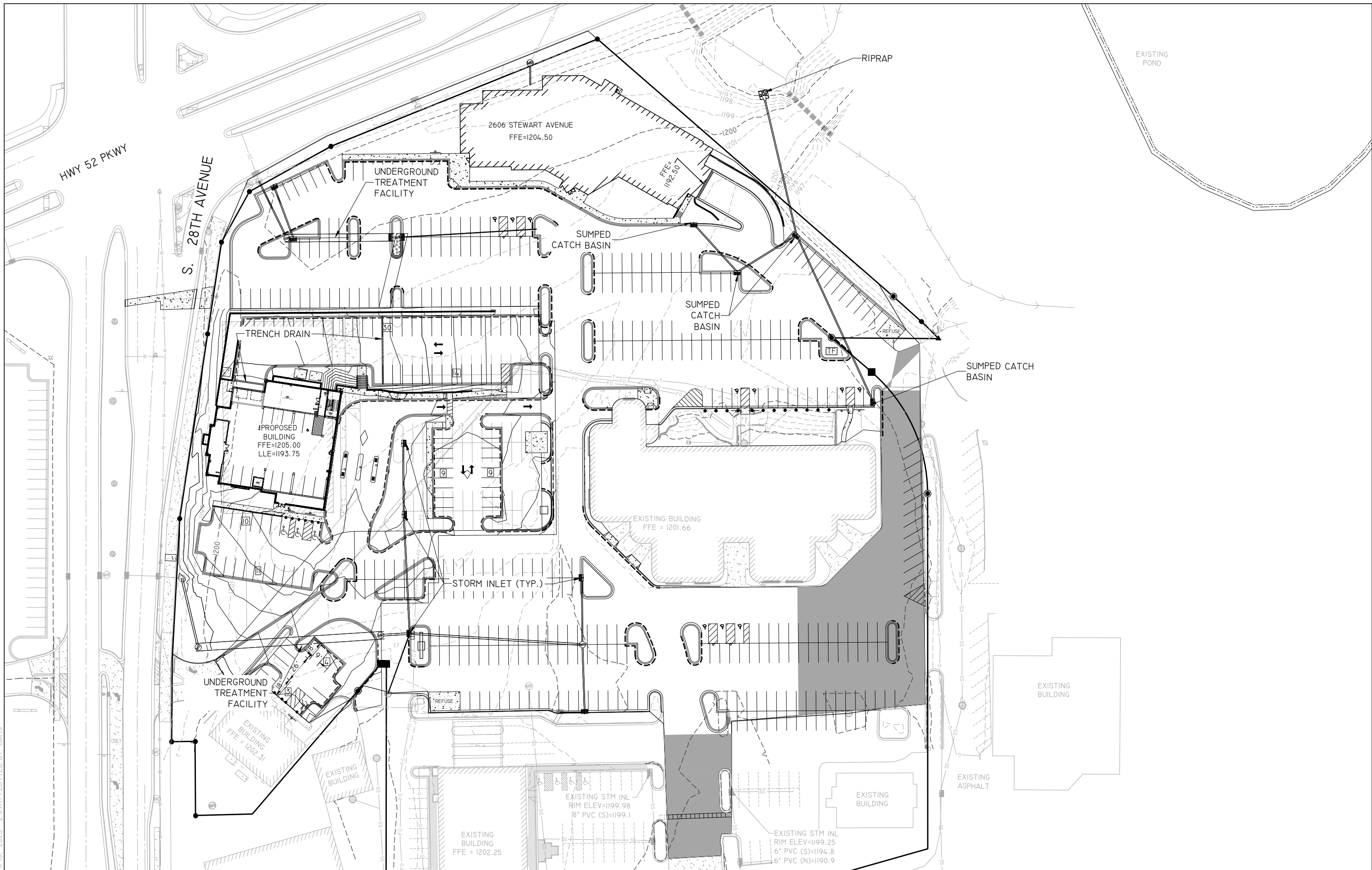
Taylre J. Schneider
 Notary Public, Wisconsin
 My commission: 10-31-23 exp.

STATE OF WISCONSIN)
) ss.
 COUNTY OF MARATHON)

Personally came before me this _____ day of _____, 20____, the above-named Katie Rosenberg, Mayor, and Leslie Kremer, Clerk of the City of Wausau, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, Wisconsin
 My commission: _____

DRAWING FILE: P:\4300-4399\4365C - NICOLET BANK\Drawing Figures & Exhibits\4365C-EXHIBIT A.dwg LAYOUT: EXH A
 PLOTTED: APR 10, 2023 - 2:09PM PLOTTED BY: CORYS



REI Engineering, INC.
 4080 N. 20TH AVENUE
 WAUSAU, WISCONSIN 54401
 PHONE: 715.675.9784, FAX: 715.675.4060
 EMAIL: MAIL@REIENGINEERING.COM



REI

**CIVIL & ENVIRONMENTAL
 ENGINEERING, SURVEYING**



| DATE | REVISION | BY | CHK'D |
|------|----------|----|-------|
| | | | |
| | | | |
| | | | |

| | |
|------------------|----------------|
| DESIGNED BY: CSS | CHECKED BY: |
| SURVEYED BY: | APPROVED BY: |
| DRAWN BY: CSS | DATE: 04/10/23 |

EXHIBIT A: GRADING AND DRAINAGE
 2606 STEWART AVENUE LLC
 STEWART AVENUE
 WAUSAU, WISCONSIN 54401

REI
 REI No. 4365A
 SHEET EXH A

EXHIBIT A

See Grading & Drainage Exhibit

EXHIBIT B

STORM WATER FACILITIES MANAGEMENT MAINTENANCE SCHEDULE & PROCEDURES FOR COMMERCIAL DEVELOPMENT 2600 & 2606 STEWART AVENUE CITY OF WAUSAU, MARATHON COUNTY, WI

PROPERTY LEGAL DESCRIPTION:

Parcels of land being described as Lot 2 and Lot 3 of Certified Survey Map number 18379, recorded as document number 1784168, filed in the Marathon County Register of Deeds; and Lot 5, Lot 6, and Lot 7 of Certified Survey Map number 18386, recorded as document number 1784453, filed in the Marathon County Register of Deeds office; located in the Northwest 1/4 of the Northwest 1/4 of Section 34 and the Southwest 1/4 of the Southwest 1/4 of Section 27, all in Township 29 North, Range 7 East, City of Wausau, Marathon County, Wisconsin.

RESPONSIBLE PARTY:

The Owner, 2600 Stewart Avenue, LLC, their successors, and assigns, shall inspect and maintain the following structural and/or non-structural measures.

MAINTENANCE SCHEDULE AND PROCEDURES:

Maintenance inspections by the Owner shall take place at a minimum of twice per year, following Owner's acceptance of the Project from the Site Contractor. Owner shall maintain a written inspection and maintenance log.

Maintenance and inspection shall be performed within the underground treatment facilities, sumped catch basins, and on-site storm sewer.

1. **DEBRIS:** Removal of trash, debris, and noxious weeds should be done on a regular basis to maintain aesthetics and functionality of the storm sewer on the site.
2. **STORM AND OUTLET STRUCTURES:** Remove accumulated sediment and/or debris from the outlet structures of the underground treatment facilities, storm sewer structures, and storm sewer piping on the site.
3. **UNDERGROUND TREATMENT FACILITIES & CATCH BASINS:** Remove accumulated sediment and/or debris from the sumped portion of the underground treatment facilities and catch basins a minimum of every other year.
4. **MOWING:** Mow the greenspace areas to promote aesthetics and control weed growth.
5. **RIPRAP:** Inspect riprap and replace as may be needed to maintain integrity and a clean appearance of riprap.

Agenda Item No.

1F

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM

Action on Easement with Wausau Opportunity Zone Inc. at 201 Washington Street for 40-foot sewer and water easement between 2nd Street and 3rd Street

BACKGROUND

As part of the redevelopment the City will be installing sewer and water lines across 201 Washington Street. WOZ is granting an easement for the installation and maintenance of these facilities.

FISCAL IMPACT

None

STAFF RECOMMENDATION

Staff recommends approving the easement.

Staff contact: Allen Wesolowski 715-261-6762



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

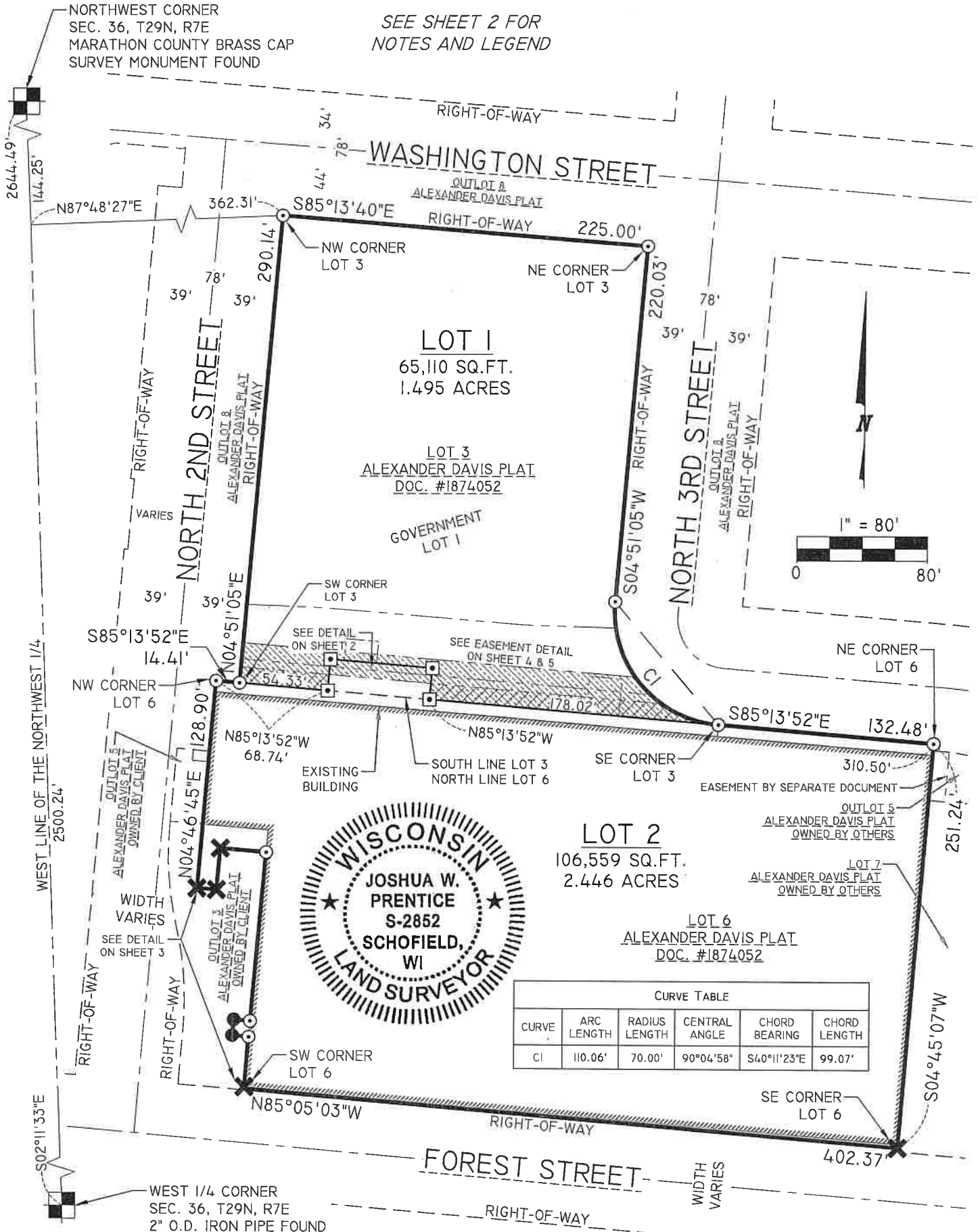
MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

ALL OF LOT 3 AND ALL OF LOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SEE SHEET 2 FOR
NOTES AND LEGEND





REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

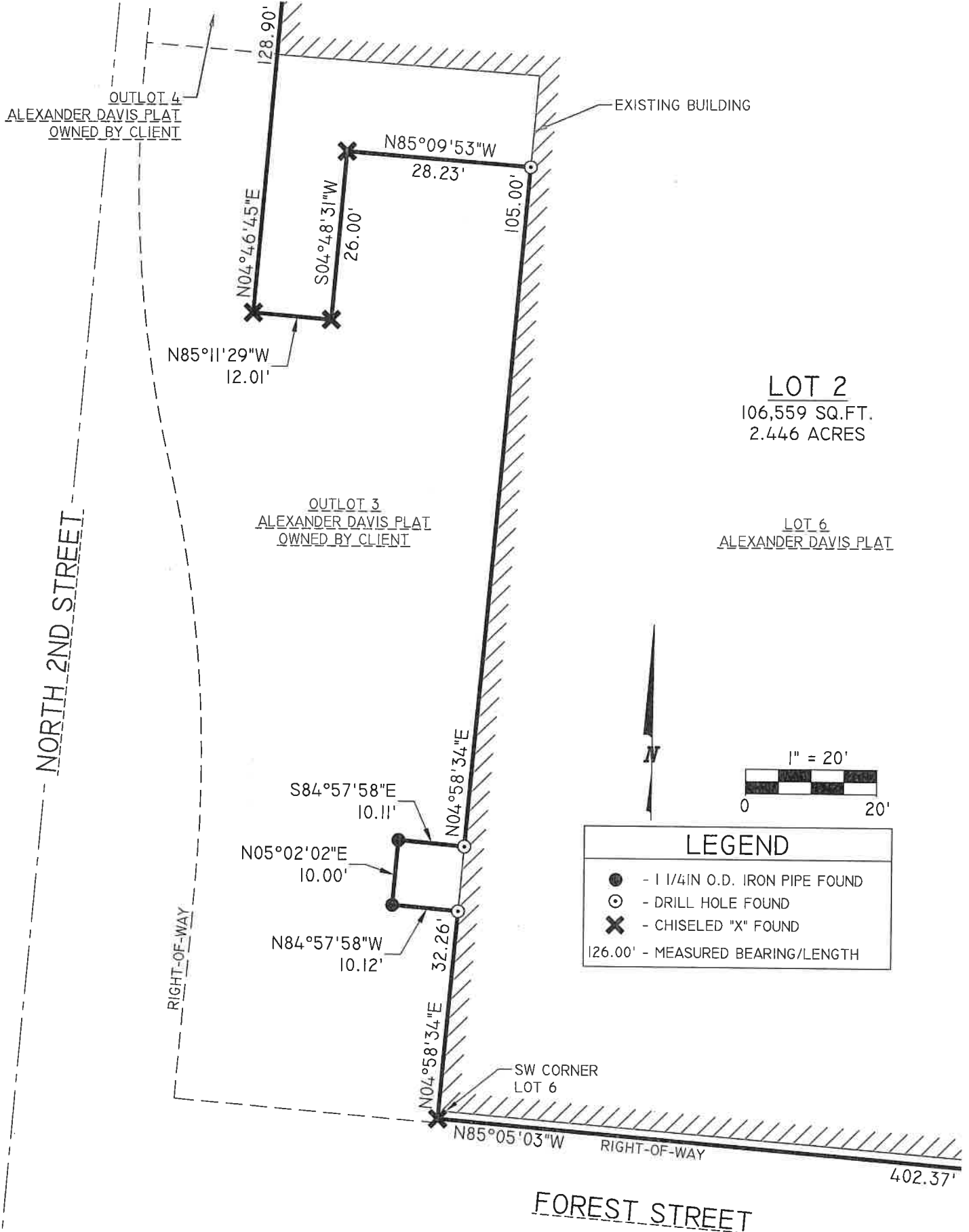
MARATHON COUNTY CERTIFIED SURVEY MAP

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REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

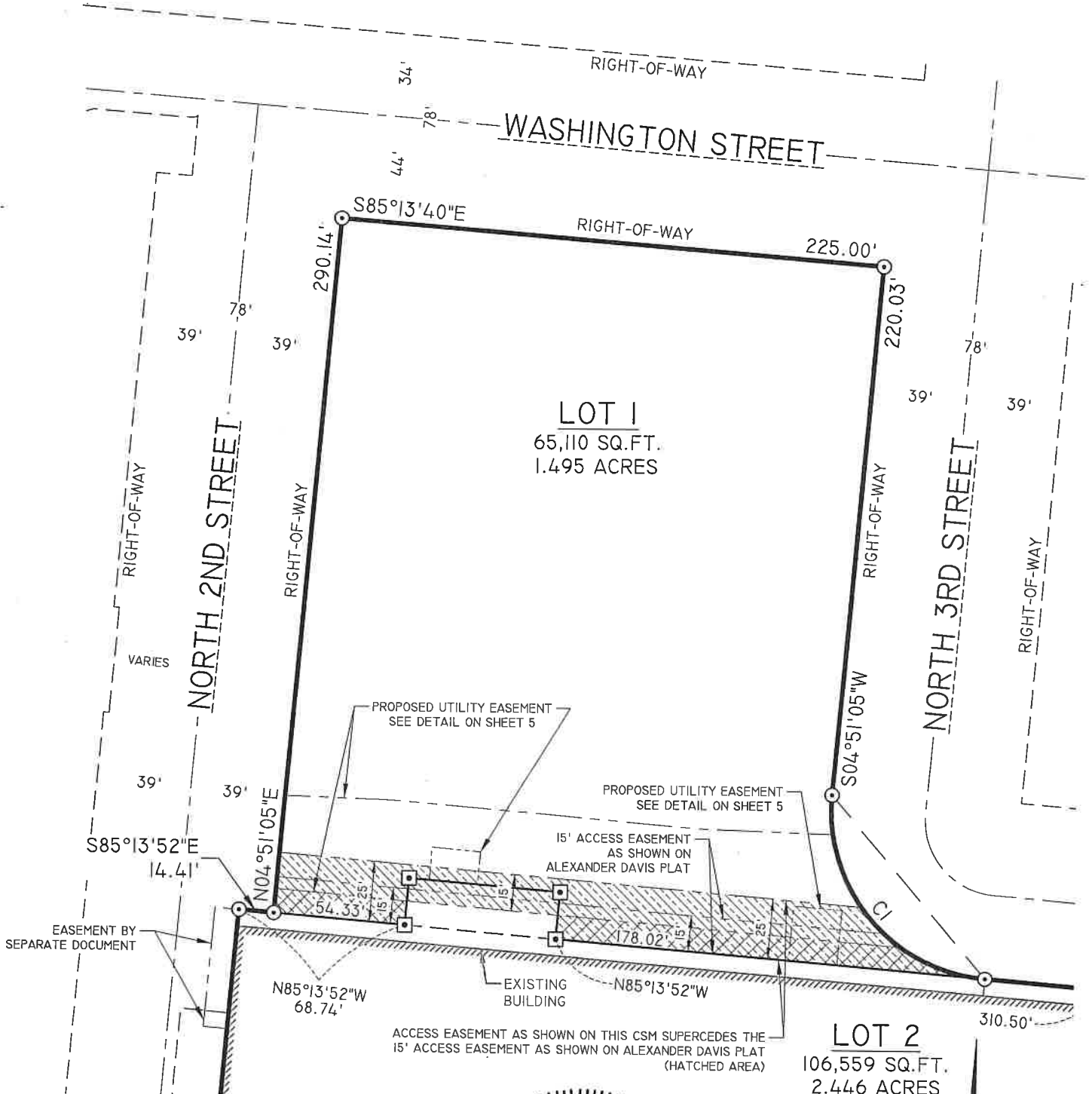
MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

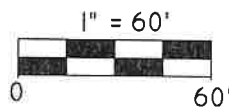
LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

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NOTES:

1. FIELD SURVEY WAS COMPLETED ON 03-01-2023.
2. BEARINGS ARE BASED ON THE MARATHON COUNTY COORDINATE SYSTEM, NAD 83(2011) DATUM AND REFERENCED TO THE SOUTH LINE OF THE LOT 3 OF ALEXANDER DAVIS PLAT, MEASURED TO BEAR NORTH 85°13'52" WEST.
3. THIS CERTIFIED SURVEY MAP DOES NOT TRANSFER PROPERTY OWNERSHIP, AND THE SALE OR TRANSFER OF PROPERTY REQUIRES A RECORDED DEED EXCEPT FOR PUBLIC DEDICATIONS.



| LEGEND | |
|---------|------------------------------|
| | - DRILL HOLE SET IN CONCRETE |
| | - DRILL HOLE FOUND |
| 126.00' | - MEASURED BEARING/LENGTH |



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

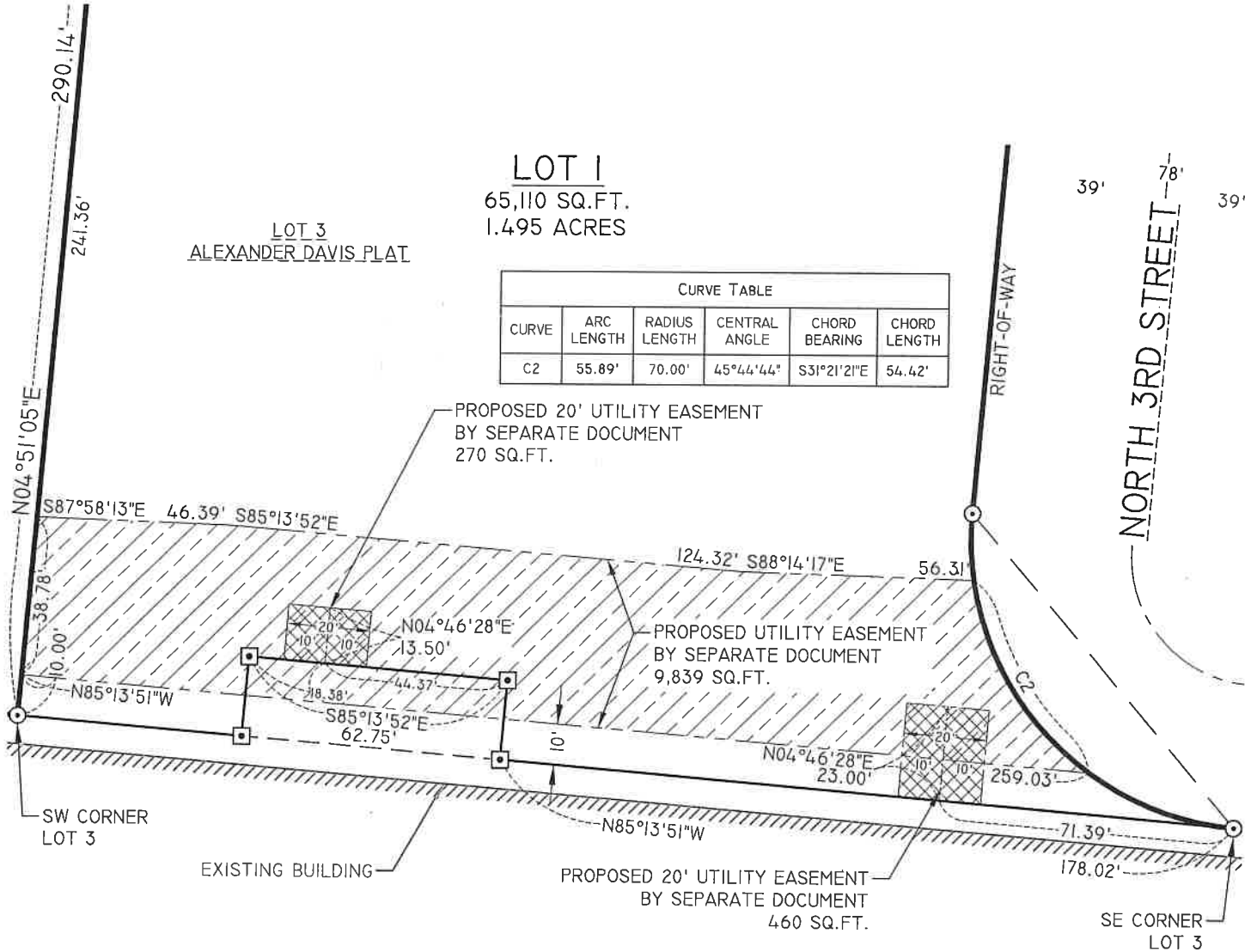
LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

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LOT 1
65,110 SQ.FT.
1.495 ACRES

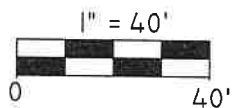
LOT 3
ALEXANDER DAVIS PLAT

| CURVE TABLE | | | | | |
|-------------|------------|---------------|---------------|---------------|--------------|
| CURVE | ARC LENGTH | RADIUS LENGTH | CENTRAL ANGLE | CHORD BEARING | CHORD LENGTH |
| C2 | 55.89' | 70.00' | 45°44'44" | S31°21'21"E | 54.42' |



LOT 2
106,559 SQ.FT.
2.446 ACRES

LOT 6
ALEXANDER DAVIS PLAT



| LEGEND | |
|---------|------------------------------|
| | - DRILL HOLE SET IN CONCRETE |
| | - DRILL HOLE FOUND |
| 126.00' | - MEASURED BEARING/LENGTH |



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

PREPARED FOR: WAUSAU OPPORTUNITY ZONE INC.

LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

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SURVEYOR'S CERTIFICATE

I, JOSHUA W. PRENTICE, WISCONSIN PROFESSIONAL LAND SURVEYOR S-2852, DO HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF: THAT I HAVE SURVEYED, MAPPED, AND DIVIDED ALL OF LOT 3 AND ALL OF LOT 6 OF ALEXANDER DAVIS PLAT, RECORDED AS DOCUMENT NUMBER 1874052 IN THE MARATHON COUNTY REGISTER OF DEEDS OFFICE; LOCATED IN GOVERNMENT LOT 1 OF SECTION 36, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

THAT THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 171,669 SQUARE FEET, 3.941 ACRES, MORE OR LESS.

THAT I HAVE MADE THIS SURVEY, DIVISION AND MAP THEREOF AT THE DIRECTION OF WAUSAU OPPORTUNITY ZONE INC., OWNER OF SAID PARCELS.

THAT SAID PARCELS ARE SUBJECT TO EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF SECTION 236.34 OF THE WISCONSIN STATUTES, WISCONSIN ADMINISTRATIVE CODE A-E7, AND THE SUBDIVISION REGULATIONS OF THE CITY OF WAUSAU.

THAT THIS MAP IS A CORRECT AND ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARIES OF SAID PARCEL, AND OF THE DIVISION THEREOF MADE.

DATED THIS _____ DAY OF _____

REI
JOSHUA W. PRENTICE
WI P.L.S. S-2852



ZONING ADMINISTRATOR
BEING DULY APPOINTED BY THE COMMON COUNCIL, DO
HEREBY CERTIFY THAT THE ATTACHED CERTIFIED
SURVEY MAP HAS BEEN REVIEWED AND THERE ARE NO
OBJECTIONS TO RECORDING THIS CERTIFIED SURVEY IN
THE REGISTER OF DEEDS OFFICE.

DATE _____



REI

CIVIL & ENVIRONMENTAL ENGINEERING, SURVEYING
4080 N. 20TH AVENUE, WAUSAU, WI 54401
(715) 675-9784

MARATHON COUNTY CERTIFIED SURVEY MAP

MAP NO. _____

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LANDOWNER: WAUSAU OPPORTUNITY ZONE INC.

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LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE

WAUSAU OPPORTUNITY ZONE, LLC, A WISCONSIN LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY CERTIFY THAT SAID COMPANY CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED, AND MAPPED, AS REPRESENTED ON THE CERTIFIED SURVEY MAP.

WAUSAU OPPORTUNITY ZONE, LLC, DOES FURTHER CERTIFY THAT THIS PLAT IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU.

IN WITNESS WHEREOF, THE SAID WAUSAU OPPORTUNITY ZONE, LLC, HAS CAUSED THESE PRESENTS

TO BE SIGNED BY _____, MEMBER AT _____, WISCONSIN,

THIS _____ DAY OF _____, 2023

IN THE PRESENCE OF: WAUSAU OPPORTUNITY ZONE, LLC

_____, MEMBER

STATE OF WISCONSIN)

) SS

_____ COUNTY)

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023 THE ABOVE NAMED

_____, MEMBER OF THE ABOVE NAMED WAUSAU OPPORTUNITY ZONE, LLC AND TO ME KNOWN TO BE THE SAME PERSONS WHO EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AND TO ME KNOWN TO BE SUCH MEMBER OF SAID COMPANY, AND ACKNOWLEDGE THAT THEY EXECUTED THE FOREGOING LIMITED LIABILITY COMPANY OWNER'S CERTIFICATE AS SUCH MEMBER AS THE DEED OF SAID COMPANY, BY ITS AUTHORITY.

NOTARY PUBLIC

STATE OF WISCONSIN

MY COMMISSION EXPIRES _____

Agenda Item No.

2

STAFF REPORT TO CISM COMMITTEE – May 11, 2023

AGENDA ITEM

Discussion and possible action on the sale of 1515 Curling Way

BACKGROUND

A minimum bid of \$750 was set by CISM for the sale of 1515 Curling Way. A bid of \$5,000 was received from Foxy Rail Systems at the April 5th BPW meeting. Plan Commission approved the sale on April 18, 2023.

FISCAL IMPACT

City receives \$5,000 and future taxes from the parcel.

STAFF RECOMMENDATION

Recommend approving the sale.

Staff contact: Allen Wesolowski 715-261-6762

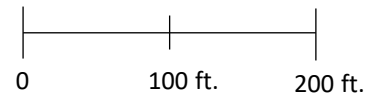
1515 Curling Way



McDonald St

Curling Way

1515



Bid to Purchase Property from City of Wausau

I hereby submit the following bid to purchase the surplus City-owned property located at 1515 Curling Way. The parcel is approximately 9,990 sq. ft. and is not a buildable lot.

A minimum bid price of \$750 is required.

Bid price: \$

Briefly describe your intended use of the property at 1515 Curling Way:

Name:

Mailing Address:

Telephone:

Date:

Signature of bidder:

Bids shall include a deposit of 10% of the bid price in the form of a cashier, personal, or business check.

Sealed bids shall be submitted by 10:00 a.m. on April 5, 2023, to the City Engineering Department at Wausau City Hall, 407 Grant Street, Wausau, WI 54403.

The City of Wausau reserves the right to reject any or all bids.

PLAN COMMISSION

Time and Date: The Plan Commission met on Tuesday, April 18, 2023, at 5:00 p.m. in the Common Council Chambers of Wausau City Hall.

Members Present: Mayor Katie Rosenberg, Eric Lindman, Dawn Herbst, Bruce Bohlken, Andrew Brueggeman, George Bornemann.

Others Present: Brad Lenz, Andrew Lynch, Tara Alfonso, Maryanne Groat

In compliance with Chapter 19, Wisconsin Statutes, notice of this meeting was posted and transmitted to the *Wausau Daily Herald* in the proper manner.

Mayor Katie Rosenberg called the meeting to order at approximately 5:00 p.m. noting that a quorum was present.

Discussion and possible action on authorizing sale of 1515 Curling Way.

Lenz said that this is a remnant parcel that is not buildable. The railroad owns the property to the south and had assumed they owned it. They had been parking vehicles on it. Staff does not see a use for the property. The city received one bid for the property. Staff recommends approval.

Brueggeman motioned to authorize the sale 1515 Curling Way. Bornemann seconded, and the motion carried unanimously 6-0.

AGENDA ITEM

Discussion and possible action on proposed 2024 Street Construction Projects and 5-Year Plan

BACKGROUND

The attached 5-year plan is an outline for future construction projects. The following changes to the 5-year plan are proposed:

2024: Short Street (1st Street – 3rd Street) was added

2025: West Randolph, 3rd Avenue, and Eldred Street move from 2026 to 2025, Stark Street and N. 8th Ave move from 2025 to 2026. This was done because failing storm sewer on Randolph make it more of a priority. Also, Fulton Street and 1st/River Drive were added to 2025 with TID 3 funding.

2026: Stark Street and 8th Ave shifted down from 2025 to 2026. 8th Ave will be funded by TID 8. 28th Avenue from Westhill to West Wausau Ave was added. Design alternatives for 28th Avenue will be discussed at future CISM meetings. West Wausau Avenue added, funding 80% from STP Urban grant.

2027: Ethel Street (Grand to Zimmerman) added.

2028: Cherry Street, N. 9th Ave, and N. 11th Street added as new streets.

FISCAL IMPACT

Fiscal impacts are shown on attached plan.

STAFF RECOMMENDATION

Several streets have shifted years, TID funding has been added and STP Urban funding has been added. Staff recommends considering the 5-year plan for approval. Discussion on other streets should also be considered. The streets on this 5-year plan are not the only streets in need of reconstruction.

Staff contact: Allen Wesolowski 715-261-6762

2024-2028 STREET RECONSTRUCTION (5 Year Plan)

2024

| | | |
|--------------------|---|-------------|
| Eau Claire Blvd | (Grand Ave – West Termini) | \$1,400,000 |
| Emerson Street | (Eau Claire - Kent Street) | \$120,000 |
| Mount View Blvd | (Eau Claire - Kent Street) | \$120,000 |
| Pied Piper Lane | (Eau Claire – Kent Street) | \$120,000 |
| Short Street | (N. 1 st Street-N. 3 rd Street) | \$140,000 |
| Stewart Avenue (1) | (48 th Avenue – 72 nd Avenue) | \$6,000,000 |

2025

| | | |
|--|--|-------------|
| W. Randolph Street | (Burek – Merrill) | \$1,300,000 |
| 3 rd Avenue | (W. Eldred Street – Randolph Street) | \$250,000 |
| W. Eldred Street | (N. 3 rd Ave – N. 1 st Ave) | \$200,000 |
| Fulton Street (2) | (N 1 st Street – N. 7 th Street) | \$750,000 |
| 1 st Street/River Drive (3) | (McIndoe Street – 300’ N of Fulton) | \$200,000 |

2026

| | | |
|-----------------------------|--|-------------|
| Stark Street | (5 th Street – 12 th Street) | \$1,000,000 |
| 28 th Avenue (4) | (Westhill Drive – W. Wausau Ave) | \$1,500,000 |
| N. 8 th Ave (5) | (Spruce Street – Bridge Street) | \$500,000 |
| West Wausau Ave (6) | (N. 10 th Ave- Stevens Drive) | \$1,300,000 |

2027

| | | |
|----------------------------|--------------------------------|-------------|
| S. 11 th Avenue | (W. Thomas – Flieth) | \$850,000 |
| Ethel Street | (Grand Ave – Zimmerman Street) | \$1,300,000 |

2028

| | | |
|----------------------------|----------------------------------|-----------|
| Cherry Street | (West Wausau Ave – Randolph St.) | \$800,000 |
| N. 9 th Ave | (Elm Street – Bridge Street) | \$900,000 |
| N. 11 th Street | (East Crocker – Sylvan Street) | \$400,000 |

Street costs do not include sewer, water main or storm sewer costs

(1) Stewart Avenue paid for with \$2,730,000 STP Urban Grant and TID 10 Funding.

(2) TID 3 Funding

(3) TID 3 Funding

(4) 28th Avenue costs are estimated. Actual costs will depend upon chosen design alternative.

(5) TID 8 Funding

(6) STP Urban Funding (80% participating item funding from WDOT)



Memorandum

From: William D. Hebert, Chief Inspector / Zoning Administrator
To: CISM and Plan Commission
Date: 05/05/2023
Re: 1711 Stewart Ave - Seehafer CSM and Street Dedication

1711 Stewart Avenue owned by Seehafer Properties LLP is proposing to split the large lot into 2 parcels. When reviewing the mapping, it was discovered that there is a 10 foot wide strip of land that is owned by Dan and Thomas Seehafer and is a technical block to Wegner Street for Walgreens and the 1711 Stewart Avenue parcel.

By accepting this dedication it will provide clean access to the Walgreen's property from the second exit.

The lot split will meet all zoning code standards once the land dedication is acceptable by council.

Staff recommends approval.

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____

LOT 3 OF CSM 15946-73-50, LOCATED IN THE NORTHWEST 1/4
OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.
SHEET 2 OF 2 SHEETS

SURVEYORS CERTIFICATE

I, TIMOTHY G. VREELAND, PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE DIRECTION OF DAN SEEHAFFER, I SURVEYED, MAPPED AND DIVIDED ALL OF LOT 3 OF CERTIFIED SURVEY MAP NUMBER 15946, RECORDED IN VOLUME 73 ON PAGE 50, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH, RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN. SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD AND USE.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISION AND THE CERTIFIED SURVEY MAP THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH SECTION 236.34 OF THE WISCONSIN STATUTES IN SURVEYING, MAPPING AND DIVIDING THE LANDS, CHAPTER A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE LAND DIVISION ORDINANCE OF THE CITY OF WAUSAU, ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN SURVEYING, DIVIDING AND MAPPING THE SAME.

TIMOTHY G. VREELAND P.L.S. 2291
DATED THIS 25TH DAY OF APRIL, 2023
SURVEY PERFORMED JANUARY 12TH, 2021

CERTIFIED SURVEY MAP

MARATHON COUNTY NO. _____

LOT 3 OF CSM 15946-73-50, LOCATED IN THE NORTHWEST 1/4
OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 29 NORTH,
RANGE 7 EAST, CITY OF WAUSAU, MARATHON COUNTY, WISCONSIN.

SHEET 2 OF 2 SHEETS

OWNERS CERTIFICATE OF DEDICATION

AS OWNER, SEEHAFFER PROPERTIES LLC DOES HEREBY CERTIFY THAT IT CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED ON THE MAP. IT ALSO CERTIFY THAT THIS MAP IS REQUIRED BY s.236.10 OR s.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION: CITY OF WAUSAU.

SEEHAFFER PROPERTIES LLC
DAN SEEHAFFER

STATE OF WISCONSIN)
MARATHON COUNTY) SS
PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2023, THE ABOVE NAMED DAN SEEHAFFER OF SEEHAFFER PROPERTIES LLC., TO ME KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, MARATHON COUNTY, WISCONSIN

MY COMMISSION EXPIRES _____

COMMON COUNCIL RESOLUTION

RESOLVE, THAT THIS MAP IN THE CITY OF WAUSAU, SEEHAFFER PROPERTIES LLC., OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

DATE _____ APPROVED _____
KATIE ROSENBERG

DATE _____ SIGNED _____
KATIE ROSENBERG

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WAUSAU.

DATE _____
CLERK, KAITLYN BERNARDE