AGENDA
BOARD OF PUBLIC WORKS
CITY OF MARSHFIELD, WISCONSIN
MONDAY, May 6, 2019 at 5:30 PM
CITY HALL COUNCIL CHAMBERS, 207 WEST 6TH STREET

1. Call meeting to order – Acting Secretary Turchi
2. Election of Chairman of the Board of Public Works
3. Election of Vice-Chairman of the Board of Public Works
4. Approval of minutes of April 15, 2019 Board of Public Works meeting
5. Citizen Comments
6. Construction Update – Presented by Dean Schiller, Street Superintendent and Tom Turchi, City Engineer
7. Approval of Development Agreement for Sanitary Sewer Extension on West McMillan Street – Presented by Tom Turchi, City Engineer
8. Approval of Preliminary Resolution No. 2019-12 for additional Mill-in-Place Projects – Presented by Tom Turchi, City Engineer
9. Recommended items for future agendas
10. Adjournment

Posted this 3rd day of May, 2019 at 4:00 PM by Daniel G. Knoeck, Director of Public Works

NOTE

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 Mary Anderson, Public Works Department at 207 West 6th Street or by calling (715) 486-2034.
1. **Call meeting to order – Acting Secretary Turchi**

2. **Election of Chairman of the Board of Public Works**

3. **Election of Vice-Chairman of the Board of Public Works**

4. **Approval of minutes of April 15, 2019 Board of Public Works meeting**

5. **Citizen Comments**

6. **Construction Update – Presented by Dean Schiller, Street Superintendent and Tom Turchi, City Engineer**

7. **Approval of Development Agreement for Sanitary Sewer Extension on West McMillan Street – Presented by Tom Turchi, City Engineer**
   See attached memo, easement and agreement. **Recommend approval of the easement and developer’s agreement and refer to the Common Council for their consideration.**

8. **Approval of Preliminary Resolution No. 2019-12 for additional Mill-in-Place Projects – Presented by Tom Turchi, City Engineer**
   See attached Resolution No. 2019-12. **Recommend approval and refer to the Common Council for their consideration.**

9. **Recommended items for future agendas**

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

PRESENT: Tom Witzel, Tom Buttke, Steve Mac Swain, Mike Feirer & Chris Jockheck

EXCUSED: None

ALSO PRESENT: Alderman Earl; Director of Public Works Knoeck; City Engineer Turchi; Assistant City Engineer Cassidy; City Planner Hembrook; Street Superintendent Schiller; the media; and others.

PW19-26 Motion by Jockheck, second by Feirer to recommend approval of the minutes of the April 1, 2019 Board of Public Works meeting.
Motion Carried

Citizen Comments: None

Street Superintendent Schiller presented a Street Division construction update. He mentioned the Wood County Agriculture and Household Clean Sweep being held on Saturday, September 7, 2019 at the Saratoga Town Hall from 8:00 AM to 12:00 Noon. City Engineer Turchi presented an Engineering Division update.

PW19-27 Motion by Witzel, second by Feirer to recommend approval of revised Policy 5.080 – Public Right-of-Way Enhancement/Use Program as presented.
Motion Carried

PW19-28 Motion by Jockheck, second by Witzel to recommend approval of the PROW application request as presented for property located at 108 West 9th Street with the following conditions:
- An outdoor dining area is permitted at 108 West 9th Street until November 1, 2019.
- Allow service of alcoholic beverages while food is served within the outdoor dining area provided the liquor license allows for it.
- Alcohol may only be consumed within the dining area and allow a variance to the policy to allow alcohol to be served in glass containers.
- Allow enhancements to remain in the outdoor dining area through the duration of the outdoor dining area use this year provided the applicant is able to anchor or lock the furniture away and the furniture is kept in a clean and sanitary condition.
- The outdoor dining area shall be designated as “No Smoking”.
- Music is permitted, but must follow the regulations of the noise ordinance.
- The dining area is limited to the space outlined by the planters (no greater than 5 feet from the property line along 9th Street.
- The outdoor dining area shall be closed by 10:00 PM daily.
- The outdoor dining area shall be properly lit when in use.
- Upon approval of the PROW permit, a certificate of liability insurance is required in the amount of $100,000 to the City Clerk’s Office.
Motion Carried
PW19-29  Motion by Feirer, second by Mac Swain to recommend approval of the PROW application request as presented for property located at 201 South Central Avenue with the following conditions:

- An outdoor dining area is permitted at 201 South Central Avenue until November 1, 2019.
- Allow service of alcoholic beverages while food is served within the outdoor dining area provided the liquor license allows for it.
- Alcohol may only be consumed within the dining area and allow a variance to the policy to allow alcohol to be served in glass containers.
- Allow enhancements to remain in the outdoor dining area through the duration of the outdoor dining area use this year provided the applicant is able to anchor or lock the furniture away and the furniture is kept in a clean and sanitary condition.
- The outdoor dining area shall be designated as “No Smoking”.
- Music is permitted, but must follow the regulations of the noise ordinance.
- The dining area is limited to the space outlined by the enclosed map (nothing shall encroach into the accessible space on the sidewalk).
- The outdoor dining area shall be closed by 10:00 PM daily.
- The outdoor dining area shall be properly lit when in use.
- Upon approval of the PROW permit, a certificate of liability insurance is required in the amount of $100,000 to the City Clerk’s Office.

Motion Carried

PW19-30  Motion by Mac Swain, second by Witzel to recommend approval of the bid submitted by American Asphalt of Mosinee, WI for 2019 asphalt paving projects in an amount not to exceed budgeted funding and authorize execution of a contract.

Motion Carried

PW19-31  Motion by Jockheck, second by Feirer to recommend approval of the final assessments for 2018 Mill in Place projects as follows:

- 312290 - Auburn Avenue (Blodgett Street to Fillmore Street)
- 312291 - Balboa Avenue (17th Street to cul-de-sac)
- 312292 - Colonial Street (Adams Avenue to North Hills Avenue)
- 312293 - Palmetto Avenue (Depot Street to Blodgett Street)
- 312294 - Ridge Road (Schmidt Avenue to cul-de-sac)
- 312295 - Wallonnie Drive (Palmetto Avenue to Palmetto Avenue)
- 312288 - 18th Street (Pecan Parkway to Washington Avenue)
- 312289 - 21st Street (Maple Avenue to Vine Avenue)

Motion Carried

PW19-32  Motion by Witzel, second by Feirer to recommend continuing placement of planters in the downtown medians for 2019.

Motion Carried

Recommended items for future agendas: None

Motion by Jockheck, second by Witzel that the meeting be adjourned at 6:04 PM.

Daniel G. Knoeck, Secretary
BOARD OF PUBLIC WORKS
TO: Board of Public Works  
FROM: Tom Turchi, City Engineer  
DATE: May 3, 2019  
RE: Developers Agreement and easement for residential development.

BACKGROUND

David and Debra Nikolai have applied for a building permit for a new home where sanitary sewer access is not currently available.

ANALYSIS

Sanitary sewer access will be available but not in the time frame the homeowner desires to construct.

The enclosed developer’s agreement (draft) has been created to ensure that the developer will pay for the sanitary sewer extension to convert a stub for future development into a sanitary sewer main.

The easement is required to allow access for the city and to convert this sanitary sewer stub to a sanitary sewer main as part of our municipal sanitary system.

RECOMMENDATION

I recommend that the enclosed easement be approved and further recommend the draft developer’s agreement be submitted to the Common Council for their consideration.

Respectfully submitted,

Thomas Turchi
CITY OF MARSHFIELD
DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of May, 2019 by and between the CITY OF MARSHFIELD, a municipal corporation of the State of Wisconsin, hereinafter referred to as “City” and David L. Nikolai & Debra J. Nikolai, a husband and wife, hereinafter referred to as “Developer”.

RECITALS

WHEREAS:

A. City has agreed to design a sanitary sewer extension to supply sanitary sewer service to an undeveloped residential parcel 330MS088, and to obtain all necessary Wisconsin DNR permits necessary for said sanitary sewer extension, including ordering and purchasing the materials for said sanitary sewer extension; and

B. The Developer desires to develop certain real property for a residential property.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein made and agreed to be kept, the parties hereto agree as follows:

1. Subject Property. Developer owned property described as approximately 9.14 acres being Lot 1 of CSM No. 18253 located in the SE ¼ of the SE ¼, Section 36 T26N R2E, City of Marshfield, Marathon County, Wisconsin.

2. Developer Requirements.

   (a) Developer agrees to pay for and/or install said sanitary sewer extension and pay for all costs associated but not limited to sanitary sewer design, inspection, materials including but not limited to manhole casting, manhole structure, chimney seal, butyl gaskets, mac wrap, pipe bedding, labor, tools and other necessary items required for the installation of said sanitary sewer main extension. Developer shall be responsible for the actual costs associated with the sanitary sewer extension. The estimated cost for the sanitary sewer main installation is Eight Thousand and no/100 Dollars ($8,000).

   (b) Developer agrees to hire a contractor approved by the City with the necessary plumbing licensing for the installation of said sanitary sewer main.

   (c) Developer agrees to supply the City with the required easement necessary for said sanitary sewer main extension installation at no cost to the City.
(d) Developer agrees that an occupancy permit shall not be granted until the sanitary sewer extension has been installed, inspected, approved for use and all costs noted above have been paid to the City by the Developer.

3. **City Requirements.**

   (a) City will complete the design of a sanitary sewer main extension, submit plans and specifications necessary for Wisconsin Department of Natural Resources permit approvals for said sanitary sewer main extension.

   (b) City will purchase / supply the manhole structure, manhole casting, chimney seal, butyl gaskets, mac wrap following the City of Marshfield 2019 Standard Specifications for Public Works Construction.

   (c) City agrees to issue a residential building permit for the Developer to begin construction of a residential home following the execution of the Developers agreement and the sanitary sewer easement for the said sanitary sewer main (Exhibit 2).

4. **Indemnification.** The Developer hereby agrees to indemnify, defend and hold harmless the City from and against all claims, damages, fines, judgments, penalties, costs, liabilities and losses, including reasonable attorneys’ fees and costs, suffered or incurred by the City in any manner caused by Developer in connection with Subject Property and/or the sanitary sewer extension installation, without limitation:

5. **Notice.** Any notice or request required or authorized to be given by the terms of this Agreement or under any applicable law by either party shall be in writing, hand delivered or sent by certified or registered mail postage prepaid, return receipt requested. Such written notice shall be addressed as follows:

   As to the City: City of Marshfield
   207 W 6th Street
   Marshfield, WI 54449
   Attn: City Administrator

   As to the Developer: David L. Nikolai &
   Debra J. Nikolai
   1901 W McMillan Street
   Marshfield, WI 54449
   Attn: David Nikolai

Either party may, by subsequent written notice, designate a different address or party for receiving notice;

6. **Governing Law.** This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.
7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax copies of signatures shall be treated as originals for all purposes.

*The remainder of this page 3 is intentionally left blank; Signatures appear on the following page 4.*
IN WITNESS WHEREOF, this Agreement is executed as of the date first above written.

DEVELOPER  
David L. & Debra J. Nikolai

By: _____________________________  
David L. Nikolai, Husband

By: _____________________________  
Debra J. Nikolai, Wife

Attest: ____________________________

Print Name: _______________________

Title: _____________________________

CITY OF MARSHFIELD

By: _____________________________  
Bob McManus, Mayor

Attest: ____________________________  
Deb M. Hall, City Clerk

By: _____________________________  
Ron Aumann, Finance Director
EXHIBIT 1
Certified Survey Map of “Subject Property”

EXHIBIT 2
Sanitary Sewer Easement
KNOW ALL MEN BY THESE PRESENTS:

That in consideration of One Dollar ($0.00) and other good and valuable consideration paid to David L. & Debra J. Nikolai hereinafter referred to as GRANTOR, by the City of Marshfield, hereinafter referred to as GRANTEE, the receipt of which is hereby acknowledged, the GRANTOR does hereby grant, bargain, sell, transfer, and convey unto the GRANTEE, its successor and assigns, a perpetual easement with the right to construct, install, and lay, and thereafter use, operate, inspect, repair, maintain, replace and remove Sanitary Sewer Main, over across, and through the land of the GRANTOR situate in Marathon County, State of Wisconsin, said land being located in the SE ¼ of the SE ¼, Section 36, T26N, R2E, City of Marshfield, Marathon County, Wisconsin, together with the right of ingress and egress over the adjacent lands of the GRANTOR, his successors and assigns, for the purposes of this easement.

The easement shall be described as follows: A twenty (20) feet wide strip of land being centered on proposed sanitary sewer main and extending thirty (30) feet north of W. McMillan St. Right-of-way, located in Marathon County CSM number 18253 recorded in vol. 89 pg. 111 of Marathon County records, being part of the Southeast Quarter of the Southeast Quarter of Section 36, Township 26 North, Range 2 East, Marathon County, Wisconsin described as follows: Commencing at the southwest corner of Lot 1 of Marathon County CSM number 18253, thence east along the north line of W McMillan St. a distance of three-hundred-twenty-two (322) feet more-or-less to an existing sanitary sewer main and also the POB, thence North thirty (30) feet along the extended alignment of the existing sanitary sewer stub, with said alignment being the center of the twenty (20) feet wide easement.

That consideration hereinabove recited shall constitute payment in full for any damages to the land of the GRANTOR, his successors and assigns, by reason of the operation and maintenance of the structures or improvements referred to herein. The GRANTEE covenants that in the event that lands of the GRANTOR are damaged during installation of the sanitary sewer facilities, said lands shall be fully restored by the GRANTEE. The GRANTEE further covenants to maintain the easement in good repair so that no unreasonable damage will result from its use to the adjacent land of the GRANTOR, his successors and assigns.

The grant and other provisions of this easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has executed this instrument this ______ day of __________, 20_____.

Drafted by: City of Marshfield
Engineering Division
207 W 6th Street
Marshfield, WI 54449-0727

______________________________________________ (SEAL)
David L. Nikolai, Husband

______________________________________________ (SEAL)
Debra J. Nikolai, Wife

STATE OF WISCONSIN COUNTY OF ________________________

Personally came before me, this ________ day of __________, 20____ the above named State of Wisconsin to me known to be the person who executed the foregoing instrument and acknowledged the same.

______________________________________________
Notary Public, __________ County, Wisconsin
My Commission Expires: ____________________
MARATHON COUNTY CERTIFIED SURVEY MAP
PREPARED FOR: DAVID NIKOLAI
BEING LOTS 1, 2, 3, CSM NO. 18135–88–114 AND OUTLOT
1, CSM NO. 7051–27–34, AND PART OF THE SE1/4 OF
THE SE1/4, SECTION 36 T26N R2E, CITY OF MARSHFIELD,
MARATHON COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE
I DARREN KRZANOWSKI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT UNDER
THE DIRECTION OF DAVID NIKOLAI, I HAVE SURVEYED, DIVIDED AND MAPPED LOTS 1, 2, 3,
CERTIFIED SURVEY MAP NO. 18135 VOLUME 88 PAGE 114 AND OUTLOT 1, CERTIFIED SURVEY
MAP NO. 7051 VOLUME 27 PAGE 34, AND PART OF THE SOUTHEAST QUARTER OF THE
SOUTHEAST QUARTER, SECTION 36 TOWNSHIP 26 NORTH RANGE 2 EAST, CITY OF
MARSHFIELD, MARATHON COUNTY, WISCONSIN.

DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36; THENCE S 89°45'30" E
1519.57 FEET; THENCE N 00°18'25" E 35.00 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUING N 00°18'25" E 1121.86 FEET; THENCE S 44°35'48" E 535.66 FEET; THENCE
N 45°24'12" E 50.00 FEET; THENCE S 44°35'48" E 800.00 FEET; THENCE S 45°24'12" W 50.00
FEET; THENCE S 44°35'48" E 67.28 FEET; THENCE S 00°48'32" W 127.03 FEET; THENCE
N 89°45'30" W 899.25 FEET TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD OR USAGE.

 THAT SAID MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES
OF THE LANDS SURVEYED AND THE DIVISION THERE OF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE
WISCONSIN STATUTES AND THE LAND DIVISION REGULATIONS OF THE CITY OF MARSHFIELD,
MARATHON COUNTY, WISCONSIN. ALL TO THE BEST OF MY KNOWLEDGE AND BELIEF IN
SURVEYING AND MAPPING THE SAME.

DARREN B. KRZANOWSKI P.L.S. 2663
MOSINEE, WI

DATED THIS 11TH DAY OF JANUARY, 2019

THIS CERTIFIED SURVEY MAP IS APPROVED IN ACCORDANCE
WITH CHAPTER 19-61(3) OF THE MUNICIPAL CODE

CITY ENGINEER DATE

1/17/2019

CENTRAL STAKING INC.
2523 POST ROAD
STEVENS POINT WI 54481
OFFICE: 715-345-6904 FAX:715-345-7728

SHEET 2 OF 2
RESOLUTION NO. 2019-12

SPECIAL ASSESSMENT - PRELIMINARY RESOLUTION

Preliminary Resolution in the matter of Improvement Project No.

312192 Mill-in-place with ditching 24th Street – Hume Avenue to Veterans Parkway
312192 Mill-in-place with ditching 28th Street – Washington Avenue to Butternut Parkway
312192 Mill-in-place with ditching Chapel Court
312192 Mill-in-place with ditching Chapel Street – North Hills Avenue to Chapel Court
312192 Mill-in-place with ditching Weber Avenue – Fillmore Street to Becker Road
312192 Mill-in-place with ditching Fillmore Street – Weber Avenue to Willow Avenue

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

SECTION 1. The Common Council hereby declares its intention to exercise its police power under Section 66.0703, Wisconsin Statutes, to levy special assessments upon property in the assessment district hereafter described for benefits conferred upon such property by reason of the following public work and improvement:

Pulverizing asphalt pavement, asphalt street paving, sanitary sewer laterals, ditching / underdrain, asphalt driveway apron paving and culverts of varying sizes.

SECTION 2. The property to be assessed lies within the following described assessment district:

ASSESSMENT DISTRICT
All property fronting or abutting 24th Street from and including its intersection with Hume Avenue to and including its intersection with Veterans Parkway.
All property fronting or abutting 28th Street from and including its intersection with Washington Avenue to and including its intersection with Butternut Parkway.
All property fronting or abutting Chapel Court.
All property fronting or abutting Chapel Street from and including its intersection with North Hills Avenue to and including its intersection with Chapel Court.
All property fronting or abutting Weber Avenue from and including its intersection with Fillmore Street to and including its intersection with Becker Road.
All property fronting or abutting Fillmore Street from and including its intersection with Weber Avenue to and including its intersection with Willow Avenue.

SECTION 3. Before the improvements are made, the City Engineer shall cause water and sewer pipes to be laid in the street from the mains to the property lines of each vacant or unserved lot fronting on such street, shall keep an accurate account of the expenses incurred in front of each such lot, and shall report these costs to the City Clerk who shall cause the amount charged to each lot to be entered on the tax roll as a special tax against the lot.

SECTION 4. The total amount assessed against the properties in the described assessment district shall not exceed the total cost of the improvements.

SECTION 5. The Common Council determines that the improvements constitute an exercise of the police power for health, safety and general welfare of the City and its inhabitants.

SECTION 6. The City Engineer shall prepare a Report, which shall consist of:
   a. Plans and Specifications for the improvements
   b. An estimate of the entire cost of proposed improvements
   c. A schedule of proposed assessments

SECTION 7. When the Report is completed, the City Engineer shall file a copy of the Report with the City Clerk for public inspection.

SECTION 8. Upon receiving such Report, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed Assessment District, the time and place at which the Report may be inspected, and the time and place of the public hearing on the matters contained in the Preliminary Resolution and the Report. This notice shall be published as a Class 1 notice under Chapter 985 of the Wisconsin Statutes, and a copy shall be mailed, at least 10 days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.

SECTION 9. The hearing shall be held in the Council Chambers of City Hall Plaza, 630 South Central Avenue, Marshfield, Wisconsin at a time set by the Clerk in accordance with Section 66.0703(7), Wisconsin Statutes.

SECTION 10. The assessment against any parcel may be paid in cash or in annual installments in accordance with the Municipal Code of the City of Marshfield and the City of Marshfield Policy and Procedures Manual.

ADOPTED____________________       _________________________________________________________

APPROVED____________________       _________________________________________________________

Bob McManus, Mayor

Deb M. Hall, City Clerk