AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, September 18, 2018 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**

2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
   (a) Approve minutes of the Regular Council Meeting of September 4, 2018.

3. **PERSONAL APPEARANCES BY CITIZENS** - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
   (a) Tourism Director, Jackie Boos, to provide a brief tourism update.

4. **PUBLIC HEARINGS** - None

5. **COMMUNICATIONS** - None

6. **REPORTS**
   (a) Consider Board of Public Works minutes of September 10, 2018.
   (b) Consider Plan Commission minutes of September 10, 2018.

7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
   (a) Consider Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of September 18, 2018. *(minutes to be distributed prior to meeting)*
   (b) Park Board minutes of September 11, 2018.
   (c) Library Board minutes of August 15, 2018.

8. **APPLICATIONS**
   (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*
   (b) Consider Street Use Permit Application from Clarissa Cleven-Peterson of the Chi-Hi Student Council for the Homecoming Parade and Bonfire to be held on September 28, 2018 utilizing various City Streets (see attached application). *(see recommendation of the BPW)*
   (c) Consider Street Use Permit Application from Chippewa Falls Main Street for the Bridge to Wonderland Parade on December 1, 2018 from 6:00 pm – 7:30 pm utilizing various City Streets (see attached map). *(see recommendation of the BPW)*
   (d) Consider Street Use Permit Application from Arthur Butcher for the Run for the Fallen to be held on October 6, 2018 from 8:00 am – noon utilizing various City Streets (see attached application).
   (e) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the McDonell Athletic Booster Club for the Spirit of the Macks Auction to be held on October 6, 2018 at McDonell Central Catholic High School, 1316 Bel Air Blvd.
   (f) Consider Applications for Temporary Class "B" Beer Retailer's License from the Chippewa Youth Hockey Association for the Chippewa Steel games to be held at 839 First Avenue on various dates in accordance with the attached applications.

9. **PETITIONS** - None

10. **MAYOR ANNOUNCES APPOINTMENTS**
    (a) Mayor announces appointment of Julie Marshall and Judy Monarski as Election Inspectors. Action on these appointments scheduled for October 2, 2018.

11. **MAYOR'S REPORT** – None

12. **REPORT OF OFFICERS** – None

13. **ORDINANCES**
    (a) Consider **Ordinance #2018-13 Entitled:** An Ordinance Prohibiting Open-Flame Candles and Fixtures.

13. **ORDINANCES** (continued)

(b) Consider **Ordinance #2018-14 Entitled:** An Ordinance Creating § 12.03(13) of the Chippewa Falls Municipal Code to Allow for the Issuance of Certain Alcohol Licenses as Allowed by the Wisconsin Statutes.

(c) First Reading of **Ordinance #2018-15 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (Lots 5 and 6, Replat of Block 5, Zielie's Addition, located at the Southwest corner of Garden Street and Chippewa Crossing Blvd).

14. **RESOLUTIONS**

(a) Consider **Resolution #2018-33 Entitled:** Resolution Awarding the Sale of $4,660,000 General Obligation Corporate Purpose Bonds, Series 2018A. (final resolution to be distributed prior to meeting)

(b) Consider **Resolution #2018-34 Entitled:** Resolution Concerning Completion of Nelson Road Extension Utilities and Infrastructure.

(c) Consider **Resolution #2018-35 Entitled:** Resolution Approving a Certified Survey Map (Lots 16-18, Block 1, Zielie's Addition).

(d) Consider **Resolution #2018-36 Entitled:** Resolution Approving a Certified Survey Map (Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace 1st Addition and part of vacated Marrs Street).

(e) Consider **Resolution #2018-37 Entitled:** Resolution Approving a Certified Survey Map (Outlot 7, Lots 21 and 22 of 2nd Riverside Industrial Park and all of Lots 41 and 42 of 4th Riverside Industrial Park)

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW** - None

16. **CLAIMS**

(a) Consider claims as recommended by the Claims Committee.

17. **CLOSED SESSION** - None

18. **ADJOURNMENT**

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on September 14, 2018 at 1:45 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, September 4, 2018 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Robert Hoekstra.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matt Kelm, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Kiefer/Hoekstra to approve the minutes of the Regular Council Meeting of August 21, 2018. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS

(a) Mayor Hoffman opened a Public Hearing regarding a proposed Special Use Permit to place two tiny houses on Parcel #4588, located at Our Saviour's Lutheran Church, 1300 Mansfield Street at 6:31 pm. Mike Cohoon appeared to provide an overview of the plan for the tiny homes indicating they have had success with the other homes located at Trinity United Methodist Church and Chippewa Valley Bible Church. The Mayor asked for a show of hands from the gallery as to who was in support of the project. All those appearing were in support, none were in opposition. The Public Hearing was closed at 6:33 pm.

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works Meeting of August 27, 2018 was cancelled due to a lack of agenda items.
(b) Motion by Hoekstra/King to approve the Business Improvement District (BID) Board of Directors minutes of August 23, 2018. **Roll Call Vote: Aye – Hoekstra, King, Hull, Olson, Nadreau, Monarski, Kiefer. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Nadreau/Hull to approve the Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of August 28, 2018. **All present voting aye, motion carried.**
(b) Motion by Monarski/King to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of August 28, 2018. **Roll Call Vote: Aye – Monarski, King, Hull, Olson, Nadreau, Hoekstra, Kiefer. Motion carried.**
(c) Motion by Kiefer/Hoekstra to approve the Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of September 4, 2018. **All present voting aye, motion carried.**

APPLICATIONS

(a) Motion by King/Kiefer to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried. Motion by Hoekstra/Kiefer** to deny the Operator (Bartender) License of Debbie Murphy as recommended by the Police Department. **All present voting aye, motion carried.**
Motion by Monarski/Kiefer to consider items (b) – (d) in one motion. **All present voting aye, motion carried.**
Motion by Monarski/Olson to approve items (b) – (d) as follows:
(b) Street Use Permit Application from Angela Bowe for the Southview Bear Crawl to be held on September 29, 2018 from 10:00 am – 11:30 am utilizing various City streets.

APPLICATIONS (continued)
(c) Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Boys & Girls Club for the Men & Women Who Cook – Battle of the Sexes event to be held on September 29, 2018 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
(d) Sidewalk Use Permit Application from Andrea Smith of the Chippewa Falls Area Unified School District to place scarecrows on various light/street posts (similar to flower bicycles) from September 20 – October 31, 2018.
All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS
(a) Motion by King/Hoekstra to approve the appointment of Joel Jacobsen to the BID Board to fulfill the term of Jerry Jacobson. **All present voting aye, motion carried.**

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES
a) Motion by King/Nadreau to approve **Ordinance #2018-11 Entitled:** An Ordinance Granting a Special Use Permit to Locate up to Two Tiny Houses at 1300 Mansfield Street, on Parcel #4588. **Roll Call Vote: Aye – King, Nadreau, Hoekstra, Monarski, Kiefer, Hull, Olson. Motion carried.**
(b) Motion by King/Kiefer to approve **Ordinance #2018-12 Entitled:** An Ordinance Updating the Parking Ticket Forfeiture Code Section, Section 25.04(5) of the Chippewa Falls Municipal Code. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Hoekstra, Monarski. Motion carried.**
(c) The First Reading of **Ordinance #2018-13 Entitled:** An Ordinance Prohibiting Open-Flame Candles and Fixtures was held.
(d) The First Reading of **Ordinance #2018-14 Entitled:** An Ordinance Creating § 12.03(13) of the Chippewa Falls Municipal Code to Allow for the Issuance of Certain Alcohol Licenses as Allowed by the Wisconsin Statutes was held.

RESOLUTIONS
(a) Motion by Nadreau/Olson to approve **Resolution #2018-31 Entitled:** Resolution (regarding sale of real estate on Cashman Drive). **Roll Call Vote: Aye – Nadreau, Olson, Hoekstra, Monarski, Kiefer, King, Hull. Motion carried.**
(b) Motion by Hoekstra/Hull to approve **Resolution #2018-32 Entitled:** Resolution Regarding Exemption from Library Levy. **Roll Call Vote: Aye – Hoekstra, Hull, Olson, Nadreau, Monarski, Kiefer, King. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS
(a) Motion by Olson/Nadreau to approve the claims as recommended by the Claims Committee.

City General Claims:	$140,571.69
Authorized/Handwritten Claims:	$0.00
Department of Public Utilities:	$56,283.10
Total of Claims Presented	$196,854.79

Roll Call Vote: Aye – Olson, Nadreau, Hoekstra, Monarski, Kiefer, King, Hull. Motion carried.

CLOSED SESSION - None

ADJOURNMENT

Motion by Nadreau/Olson to adjourn at 6:48 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET – September 4, 2018

NAME	ADDRESS
Mark Rukamp	1050 Broadway ST. Wrightstown WI 54180
Richard Hanhart	913 Bluff view circle. Chippewa Falls WISC 54729
Anne Welke	1131 Weatherridge CF
Tiffany Wogahn	116 N. Grove
LaMae Rohland	10808 175th Street C.F.
Curt Rohland	10803 175th ST. Chip. Fls. 54729
Mike Cohoon	463 Glenwood Ct
Gayle Klitzke	516 W Grand Ave CF
Bob Klitzke	516 W. Grand Ave. C.F.
Jim Boettcher	1230 Manfield ST
Larry Larson	19806 CO. Hwy S

CITY COUNCIL ATTENDANCE SHEET – September 4, 2018

NAME	ADDRESS
Mike Leisz	1456 W Willow LF
Sue Krenzelok	810 E Park Ave CF

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 10, 2018 – 5:30 PM

The Board of Public Works met in City Hall on Monday, September 10, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Assistant City Engineer Bill McElroy also attended.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the August 13, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached Street Use Permit application for Chi-Hi Homecoming 2018. Director of Public Works Rubenzer noted that police services were necessary for the event and per City ordinance, the Board had to address the permit. **Motion** by Rubenzer, seconded by Olson to recommend the Common Council approve the Street Use Permit application from Chippewa Falls High School Student Council for the Chi-Hi Homecoming Parade, Pig Roast and Bonfire on Friday, September 28, 2018 and to charge for the event. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached Street Use Permit application from Chippewa Falls Main Street for the 2018 Bridge to Wonderland Parade. Director of Public Works Rubenzer noted that there were City services associated with the event but that Main Street had not been charged for previous parades.
   Motion by Rubenzer, seconded by Bauer to recommend the Common Council approve the attached Street Use Permit application from Chippewa Falls Main Street for the 2018 Bridge to Wonderland Parade on December 1, 2018 and not to charge for the event. **All present voting aye. MOTION CARRIED.**

4. The Board considered paving the East 125' of the downtown alley in Block 46, Chippewa Falls Plat, bound by Columbia Street, Bay Street, Grand Avenue and Island Street. Director of Public Works Rubenzer noted this is a continuation of the hot mix paving of downtown alleys program that began in 2016. He stated that the intention was for the Engineering Department to schedule the Public Information Meeting and for the Common Council to conduct the public hearing in October and then to pave the alleys in October 2018 or Spring 2019, depending on weather conditions. He continued that the 2018 price of $6.75/alley front foot would be included on the resolution. Mayor Hoffman asked if the alley in Block 47, Chippewa Falls Plat, bound by Bridge Street, Grand Avenue, Bay Street and Columbia Street could be included. Director of Public Works Rubenzer stated it would be added to the September 24, 2018 Board of Public Works agenda.
   Motion by Hoffman, seconded by Olson to recommend the Common Council approve paving the East 125' of the downtown alley in Block 46, Chippewa Falls Plat, bound by

Columbia Street, Bay Street, Grand Avenue and Island Street. **All present voting aye. MOTION CARRIED.**

5. The Board considered paving the West 121' and the East 140' of the downtown alley in Block 40, Chippewa Falls Plat, bound by Central Street, Bay Street, Grand Avenue and Bridge Street.
   Motion by Rubenzer, seconded by Olson to recommend the Common Council approve paving the West 121' and the East 140' of the downtown alley in Block 40, Chippewa Falls Plat, bound by Central Street, Bay Street, Grand Avenue and Bridge Street. **All present voting aye. MOTION CARRIED.**

6. The Board considered paving the West 276' of the downtown alley in Block 21, Chippewa Falls Plat, bound by Central Street, Bridge Street, Spring Street and Bay Street.
   Motion by Olson, seconded by Bauer to recommend the Common Council approve paving the West 276' of the downtown alley in Block 21, Chippewa Falls Plat, bound by Central Street, Bridge Street, Spring Street and Bay Street. **All present voting aye. MOTION CARRIED.**

7. The Board considered paving the East 330' of the downtown alley in Block 20, Chippewa Falls Plat, bound by Central Street, Bay Street, Spring Street and Island Street.
   Motion by Hoffman, seconded by Olson to recommend the Common Council approve paving the East 330' of the downtown alley in Block 20, Chippewa Falls Plat, bound by Central Street, Bay Street, Spring Street and Island Street. **All present voting aye. MOTION CARRIED.**

8. The Board considered paving the West 90' of the downtown alley in Block 22, Chippewa Falls Plat, bound by Bridge Street, Central Street, Rushman Drive and Spring Street.
   Motion by Rubenzer, seconded by Olson to recommend the Common Council approve paving the West 90' of the downtown alley in Block 22, Chippewa Falls Plat, bound by Bridge Street, Central Street, Rushman Drive and Spring Street. **All present voting aye. MOTION CARRIED.**

9. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:48 P.M.

Richard J. Rubenzer, PE
Secretary, Board of Public Works

Please note, these are draft minutes and may be amended until approved by the Common Council.

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, August 27, 2018 at 5:30 P.M.** in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, AUGUST 27, 2018

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.

Please note that attachments to this agenda may not be final and are subject to change.
This agenda may be amended as it is reviewed.

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, August 21, 2018 at 2:30 PM by Mary Bowe.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, AUGUST 13, 2018 – 5:30 PM

The Board of Public Works met in City Hall on Monday, August 13, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Also attending were Main Street Director Teri Ouimette, Lisa Gienapp and Deb Johnson of the Heyde Center and Alderperson Paul Nadreau.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the June 11, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer nominated Mayor Hoffman to continue as Board of Public Works President. There were no other nominations and Mayor Hoffman agreed to contine as Board President.
   Motion by Rubenzer, seconded by Senn to close nominations and cast a unanimous vote for Mayor Hoffman for Board of Public Works President. **All present voting aye. MOTION CARRIED.**

3. The Board considered a possible jurisdictional transfer of an approximate 0.23 mile segment of 160th Street (formally CTH I) to the Town of Eagle Point. Director of Public Works Rubenzer stated that this segment was planned for residential housing in Phase III of the Wissota Green Development and that this segment would be where sanitary sewer, water, storm and other City infrastructures would be located. He continued that this segment should remain in the City but that maintenance of the segment was the City's responsiblility and needed to be worked out with the Town of Eagle Point. **No action was taken.**

4. Lisa Gienapp and Deb Johnson appeared on behalf of the Heyde Center to support a Street Use Permit application to use the Spring Street Rainbow Marsh Arch Bridge for the Dining on the Duncan event. After discussion, Deb and Lisa stated volunteers would pick up barricades from the City garage and place them according to the attached map.
   Motion by Senn, seconded by Hoffman to recommend the Common Council approve the Street Use Permit application to use the Spring Street Rainbow Marsh Arch Bridge for the Dining on the Duncan event and waive the electricity costs for the event. **All present voting aye. MOTION CARRIED.**

5. Teri Ouimette appeared to support the Street Use Permit application from Chippewa Falls Main Street for Downtown Trick or Treating 2018. Teri estimated participants to be four or five thousand and emphasized that the downtown area was much safer during the event due to the streets being barricaded off.
   Motion by Hoffman, seconded by Senn to recommend the Common Council approve the Street Use Permit application from Chippewa Falls Main Street for Downtown Trick or

Treating 2018 and not to charge for the event. **All present voting aye. MOTION CARRIED.**.

6. Teri Ouimette appeared to support the Street Use Permit application from Chippewa Falls Main Street for the Paint the Town Pink event. After discussion, **motion** by Rubenzer, seconded by Bauer to recommend the Common Council approve the Street Use Permit application from Chippewa Falls Main Street for the Paint the Town Pink event and not to charge for the event. **All present voting aye. MOTION CARRIED.**

7. The Board considered the attached 1996 petition to pave the alley bound by Canal St., Depot St., Vine St. and Chippewa St. in Block #2, LC Stanley Additon and Block A, Southside Plat. Director of Public Works Rubenzer noted the alley had not been paved due to the two alley right-of-way not lining up at the midiblock alley connection, (see attached). He continued that alley right-of-way could be purchased or easements obtained for the existing alley and then the alley paved if a new petition were received. **Motion** by Senn, seconded by Olson for the Engineering Department to proceed with obtaining the necessary easements to properly connect the alley rights-of-way near the mid-block connection point. **All present voting aye. MOTION CARRIED.**

8. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:58P.M.

Richard J. Rubenzer, PE
Secretary, Board of Public Works

Please note, these are draft minutes and may be amended until approved by the Common Council.

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Clarissa Cleven-Peterson (clevencr@chipfalls.org)	715-726-2406 ex 1128

☒ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls High School Student Council 735 Terrill St Chippewa Falls, WI 54729
Name of the event: Homecoming Parade / Bonfire	Estimated number of persons participating: Parade/100 Bonfire/600

Date and start and end times requested for street use:
Friday Sept 28th Parade 4:30pm to 5:00pm
Bonfire 9:00pm to 11pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parade Chi-Hi Parking lot - Coleman - Wheaton - Miles - Terrill - Coleman
Bonfire: Tropicana - Bel Air Streets (between middle school + McDonell

Use, described in detail, for which the street use permit is requested:
Homecoming Parade and Bonfire / Pig Roast

City services requested for the event (e.g., Street Department or Police Department staff time)
Police Escort for Parade - patrol / squad on duty
Police Involvement for bonfire - Barricades for bonfire

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

[signature] 08/20/2018
Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

ON DUTY MARKED PATROL UNIT PARADE ESCORT; 2 officers on OT for Bonfire and FB game.

Requirements of Applicant: Pick up any traffic control (Cones or barricades) necessary for this event at the City Garage located at #5 Bank - Riverside Drive before noon on Friday Sept. 28 and return on Monday, October 1, 2018. [signature] 8/30/2018 Approx $450

Approved by:

[signature] 8-29-18 [signature] PE 8/30/2018
Signature of Chief of Police Signature of Director of Public Works

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-6661

✔ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. 514 N. Bridge St. Chippewa Falls, WI 54729 715-723-6661
Name of the event: Bridge to Wonderland Parade	Estimated number of persons participating: 10,000

Date and start and end times requested for street use:

Saturday, December 1, 2018 6-7:30 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

North Bridge Street from Cedar Street to the roundabout (see enclosed map)

Use, described in detail, for which the street use permit is requested:

Floats, vehicles, and walking units will participate in the annual Bridge to Wonderland Parade

City services requested for the event (e.g., Street Department or Police Department staff time)

Barricades (the Street Department will be provided with a map like previous years)

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Signature of Applicant — Date: 8/14/18

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

10 hrs of St. Dept staff @ $41/hour = $410.00 pr if city council approves

3-4 officers for traffic direction - No cost.

Requirements of Applicant:

Approved by:

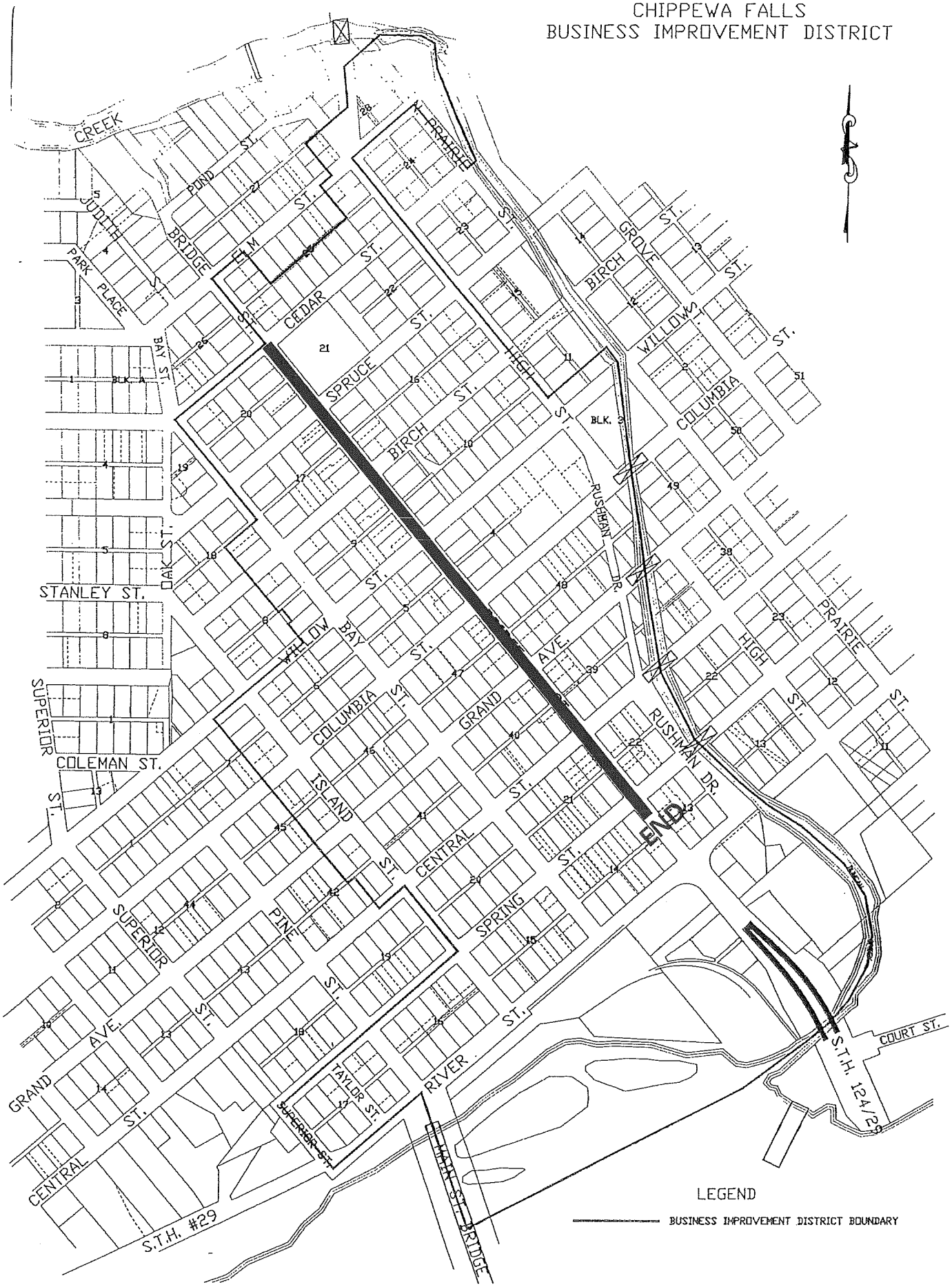
Signature of Chief of Police — 8-29-18

Signature of Director of Public Works

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

CHIPPEWA FALLS
BUSINESS IMPROVEMENT DISTRICT



MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, SEPTEMBER 10, 2018 – 6:30 PM

The Plan Commission met in City Hall on Monday, September 10, 2018 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Also attending were Assistant City Engineer Bill McElroy, City Inspector Paul Lasiewicz, City Planner Brad Hentschel and those on the attached attendance sheet.

1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the August 13, 2018 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered a Certified Survey Map submitted by Real Land Surveying on behalf of Steve Frazer for Lots 16-18, Block 1, Zielie's Addition. Director of Public Works Rubenzer stated that the Certified Survey Map was a follow-up to PD CUP Resolution No. 2018-03 allowing Mr. Frazer to construct duplexes or twin homes on proposed Lots 1 and 2 of the Certified Survey Map.
   Motion by Smith, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map submitted by Real Land Surveying on behalf of Steve Frazer for Lots 16-18, Block 1, Zielie's Addition. Said approval contingent on:
   1) Receipt of the $100 Certified Survey Map review fee.
   2) Submission and approval of any necessary stormwater management plan.
   All present voting aye. Motion carried.

3. Mayor Hoffman opened a public hearing to consider Planned Development Conditional Use Permit Resolution No. 2018-05 to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums, (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI. Jim Statz of 1319 Timber Road, Eau Claire, WI appeared to oppose PD CUP Resolution No. 2018-05 to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums, (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI. Mr. Statz stated that he owned apartment units adjacent to the proposed development and that when he had constructed the apartments, he had to adhere to building requirements in the R-3-8 Multi-Family Residential zoning district. He stated that he felt that Mr. Wurzer should also be required to build per said code. He was concerned about the building density. Mark Erickson of Everyday Engineering spoke for the permit, stating the development's future occupants would be able to take advantage of the spacious City park adjacent to the development and that aesthetically pleasing and appropriate vegetation would be placed around the stormwater pond perimeter bench. No one else spoke for or against the permit. Commissioner Cihasky

listed concerns with the ten foot deep stormwater pond depth. He wanted vegetation to be planted along the pond perimeter bench. Director of Public Works Rubenzer stated that condition "C" of the permit required the developer to adhere to the stormwater and erosion control chapters (30 and 31) of the Chippewa Falls Municipal Code.
Mayor Hoffman closed the public hearing.
Motion by Tzanakis, seconded by Varga to approve the Planned Development Conditional Use Permit Resolution No. 2018-05 to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums, (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,9000 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI. Mayor Hoffman requested a roll call vote. **Voting aye were Tzanakis, Varga, Misfeldt, Doughty, Arneberg, Smith, Hull, Rubenzer, Hubbard and Hoffman. Voting nay was Cihasky. The motion was approved on a 10-1 vote.**

4. The Plan Commission considered the attached Certified Survey Map of Palisades Condominiums submitted by Everyday Surveying on behalf of Craig Wurzer for Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street. Director of Public Works Rubenzer noted that this was the certified survey map for the Palisades Condominiums which was approved in the previous item. He continued that any stormwater conditions could be added to the Certified Survey Map approval.
Motion by Cihasky, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Palisades Condominiums submitted by Everyday Surveying on behalf of Craig Wurzer for Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street upon:
   1) Payment of the $100 Certified Survey Map review fee.
   2) Submission and approval of a vegetative plan for the stormwater ponds perimeter.
All present voting aye. Motion carried.

5. The Plan Commission considered the attached petition from Peter Pohl and Wes Mueller to rezone Lots 5 and 6, Parcels 4046.9100 and 4046.9200, replat of Block 5, Zielie's Addition from R-1C Single Family Residential District to R-2 Two Family Residential District.
Motion by Hubbard, seconded by Varga to recommend the Common Council conduct a public hearing to consider rezoning Lots 5 and 6, Parcels 4046.9100 and 4046.9200, replat of Block 5, Zielie's Addition from R-1C Single Family Residential District to R-2 Two Family Residential District. Said public hearing to be scheduled upon;
   1) Receipt of the $300 legal advertising fee.
   2) Proper notification of adjacent property owners.
All present voting aye. Motion carried.

6. The Plan Commission considered the attached Certified Survey Map from Chippewa Surveying redividing lots in 2nd Riverside Industrial Park and allowing a land swap/purchase between the City of Chippewa Falls, Premium Waters and Allied Dies.

City Planner Hentschel explained that this redivision of lots would allow both businesses potential growth and future expansion.
Motion by Tzanakis, seconded by Hull to recommend the Common Council approve the attached Certified Survey Map from Chippewa Surveying redividing lots in 2nd Riverside Industrial Park and allowing a land swap/purchase between the City of Chippewa Falls, Premium Waters and Allied Dies contingent on:

1) Receipt of the $100 Certified Survey Map review fee.
2) Submission and approval of any necessary stormwater management plan.
3) That lot areas be added to the survey map.

All present voting aye. Motion carried.

7. The Plan Commission considered the attached sign and 20' x 40' tent canopy structure at the U-Haul site next to Chippewa Commons on E. Prairie View Road. Director of Public Works Rubenzer explained that both items should have been included with Planned Development Conditional Use Permit Resolution No. 2017-02 and that the Common Council had approved the addition of the sign in September 2018. City Inspector Lasiewicz indicated he had no issues with adding the items to PD CUP Resolution No. 2017-02 without a new notice and public hearing process.
Motion by Hubbard, seconded by Tzanakis to approve administratively adding the attached sign and 20' x 40' tent canopy structure to Planned Development Conditional Use Permit Resolution No. 2017-02 for U-Haul without a new notice and public hearing process.
All present voting aye. Motion carried.

8. **Motion** by Smith, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:04 P.M.

Richard J. Rubenzer, P.E., Secretary
Plan Commission

Please note, these are draft minutes and may be amended until approved by the Common Council.

PLAN COMMISSION ATTENDANCE SHEET

DATE: September 10, 2018

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Steve Frazer	4833 160th St			
Justin Kaminski	1608 N. Main St. Oshkosh, WI 54901	U-HAUL	414-407-1728	justin_kaminski@uhaul.com
Jason Rein	5317 190th St. Chippewa Falls	U-HAUL	715-577-9051	jason_rein@uhaul.com
Wes Mueller	3963 138th St CF 54729	Wes Mueller	715-225-0053	
Mark Erickson	1898 Brackett Ave E.C. WI 54701	E.S.E.	715-831-0654	mark@esellco.co
Burt Brevoll	19459 7th Ave	SELF	715-723-2779	
Jim Statz	1319 Timber Rd EC	Myself	7158358999	

MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, AUGUST 13, 2018 – 6:30 PM

The Plan Commission met in City Hall on Monday, August 13, 2018 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Dan Varga, Beth Arneberg, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Mike Tzanakis and Jerry Smith. Also present were City Inspector Paul Lasiewicz, City Planner Brad Hentschel, Chris Vetter from the Eau Claire Leader Telegram and persons on the attached attendance sheet.

1. **Motion** by Varga, seconded by Hubbard to approve the minutes of the July 9, 2018 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Mike Cohoon appeared to support the attached petition for a Special Use Permit to place and operate two tiny homes for the homeless at Our Saviors Lutheran Church located at 1300 Mansfield Street. Mr. Cohoon noted that there are two existing tiny homes at Landmark Church in the Village of Lake Hallie (Fall of 2016), two at Trinity United Methodist Church in Chippewa Falls (Spring of 2017) and two at Chippewa Valley Bible Church in Chippewa Falls (Fall of 2017).He noted that about two thousand nights of service had been provided thus far for seventeen different people in the existing six tiny homes. Of the seventeen people, fourteen were able to find permanent housing while three weren't able to. He stated that a mens group, the Boy Scouts and other churches were in the process of constructing the tiny homes. He stated that the Trinity United Methodist Church location was close to downtown while the Chippewa Valley Bible Church, Landmark Church and the proposed Our Savior's Lutheran Church locations required rides for occupants needed services. He stated that the McDonell Area Catholic Schools and the Chippewa Falls Area United School District had provided support letters for the 1300 Mansfield Street location at Our Savior's Lutheran Church. He also noted that representatives had went door to door in the 1300 Mansfield Street neighborhood with an informational document and presentation. Good conversations with the neighbors were had and there were questions but no notable objections. Commissioner Arneberg stated as a member of Chippewa Valley Bible Church, that the guest at the Chippewa Valley Bible Church location was an asset to the congregation. Commissioner Misfeldt asked if a permanent ordinance change allowing tiny homes should be considered. Inspector Lasiewicz stated that the existing Special Use Permit process considering each on an individual basis was the best way to move forward. He also stated there weren't any complaints received concerning either the Trinity United Methodist Church or Chippewa Valley Bible Church tiny homes locations thus far. Mike Cohoon added that Police Chief Kelm was consulted about all potential tiny homes guests after the Hope Village background checks and screening process had occurred. Director of Public Works Rubenzer asked if the petition support documents could be revised to list Our Savior's Lutheran Church as the applicant instead of Trinity United Methodist Church.
Motion by Misfeldt, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider granting a Special Use Permit to Our Savior's Lutheran

Church located at 1300 Mansfield Street, to place and operate two tiny homes on church property to shelter homeless people on a temporary basis with the same conditions as Special Use Permit Ordinance No. 2017-01 and Special Use Permit Ordinance No. 2017-16. Said public hearing to be scheduled upon receipt of the $300 advertising fee and proper notification of adjacent property owners. **All present voting aye. Motion carried.**

3. Craig Wurzer of C&E Wurzer Builders and Mark Erickson of Everyday Engineering appeared to support the petition for a Planned Development Conditional Use Permit to construct six eight-plex buildings (forty-eight 2900 square foot two bedroom units) on Lot #'s 1 and 2, Block #4, Timber Terrace Addition, Lot #'s 3-5, 15-17, Block #4, Timber Terrace First Addition. The minimum square footage of a two bedroom unit in a R-3-8 Multi-Family 8-Plex zoning district is 3000 square feet. Director of Public Works Rubenzer requested that the zoning density (in dwelling units per acre) be listed on the conceptual site plan. He added that a building elevation drawing and floor plan needed to be submitted. A general development plan is also required as per city municipal code 17-26. The Plan Commission discussed the application and requested that a dumpster enclosure elevation also be included. Director of Public Works Rubenzer noted that the driveway to existing Marrs Street was in conflict with adjacent property and the existing Marrs Street curb radii and needed to be revised. Director of Public Works Rubenzer also noted that a trail plan and recreation plan for the development should be included with the application.
   Motion by Hubbard, seconded by Cihasky that the Plan Commission conduct a public hearing to consider granting a Planned Development Conditional Use Permit to construct six eight-plex buildings (forty eight 2900 square foot two bedroom units) on lot #'s 1and 2, Block #4, Timber Terrace Addition, Lot #'s 3-5, 15-17, Block #4, Timber Terrace First Addition. The public hearing to be scheduled upon submission of:
   1) Stormwater Management Plans
   2) Building Elevations
   3) Building Floor Plans
   4) General Development Plan
   5) Dumpster Enclosure Elevation
   6) Home Owner Agreement Documents
   7) Revision of Marrs Street driveway access
   8) $300 Review Fee
   9) Proper notification of adjacent property owners

   All present voting aye. Motion carried.

4. **Motion** by Misfeldt, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:10 P.M.

Richard J. Rubenzer, P.E., Secretary
Plan Commission

Please note, these are draft minutes and may be amended until approved by the Common Council.

PLAN COMMISSION ATTENDANCE SHEET

DATE: August 13, 2018

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Mark Erickson	1818 Brackett Ave	E.S.E.	715-831-0654	mark@esellc.co
Angela Andmann	622 Superwood, CF	Hope Village	715-512-0029	angelaleah@uahe
Nick Todes	620 Super CF			
Dave Eden	620 Super			
Becky Pepin	508 N. Bridge St.	CDC Outreach Hope Village	(715) 205-1067	bbdmm.me@gmail
Gayle Klitzke	516 W Grand Ave	OSLC member	715 723-5053	gayleklitzke@hotmail.com
[illegible] Frederick	122 Glenn Pl E.C.	OSLC Member	715-577-5560	prfred54@gmail.com
Jill Tallman	828 Bluff Vieu	Cir West also	715-644-8205	jill.tms@thehomeplaceof.com
[illegible]	828 Bluff View Cir W	OSLC member 3rd ward resident	715-703-3266	jim.tallman@thehomeplaceof.com
Curt Rohland	10803 175th St Chp. Fls.	Our Saviour Lutheran Church - O.S.L.	715-894-0733	prrohland@gmail.com

PLAN COMMISSION ATTENDANCE SHEET

DATE: August 13, 2018

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Mike Cohoon	463 Glenwood Ct	Hope Village	715-910-5405	cohoonms@yahoo
Gerard Strizik	171 Amstaudr	Hope Village	715 808 5230	pbob99@yahoo
Ken & Shirley Frelich	22940 City Hwy X Cadott	Hope Village	715-225-9591	
Anne Welke	1131 Weatherjo Rd	Hope Village	715-723-2306	
Tiffany Wagahn	116 N Grove	Hope Village	715-944-7797	
Rev Karel Hamhart	913 Bluffview Circle	Hope Village	715 226-1585	
Craig Wurzer	1750 Hallie RD	C&E Wurzer Builder	715 271 4828	

PLAN COMMISSION ATTENDANCE SHEET

DATE: August 13, 2008

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Ruth Rosenow	508 Squires St CF	Chippewa Co. Housing Authority	715-~~723-8280~~ 726-7935	rrosenow@co.chippewa.wi.us

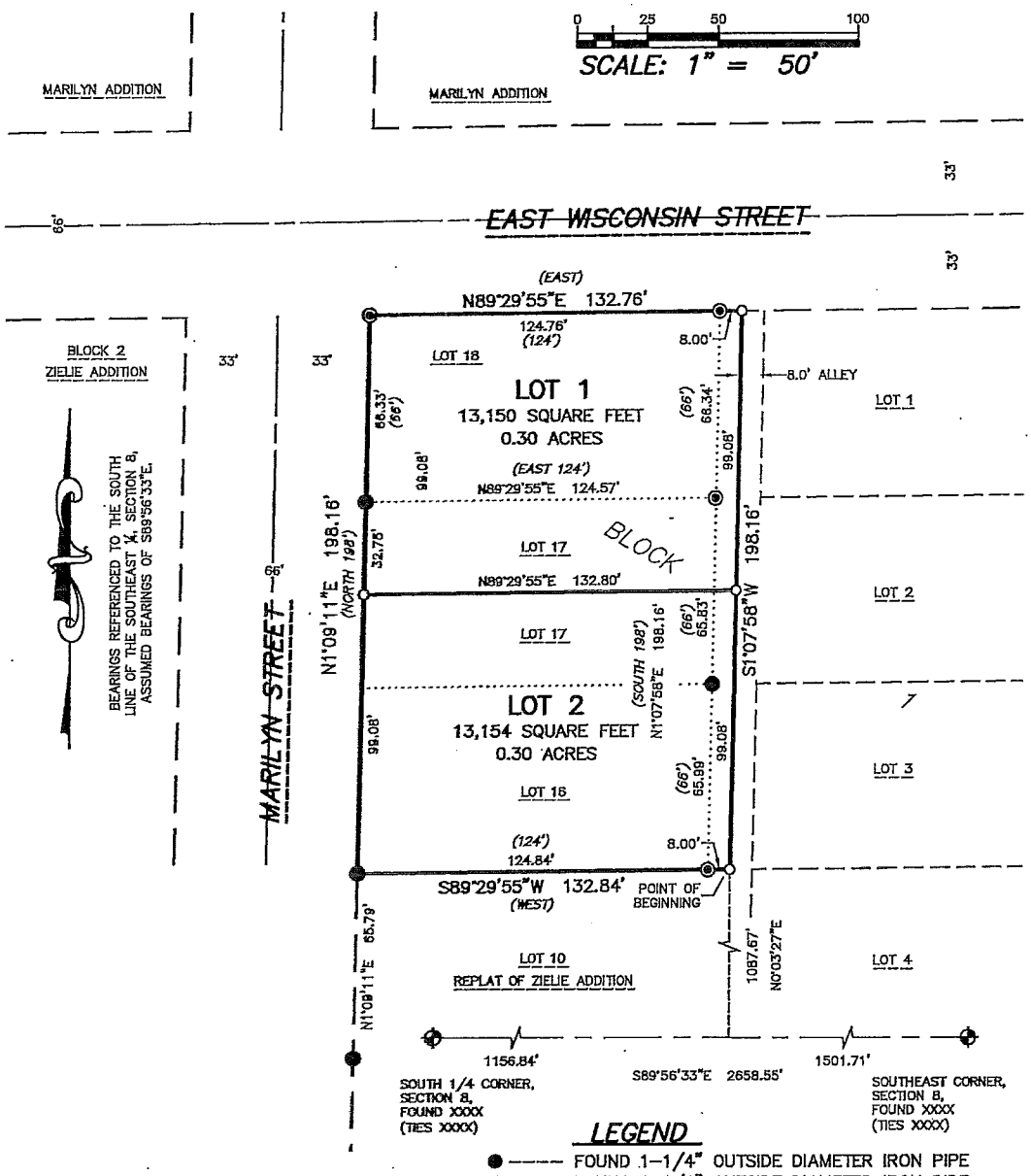
CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER_____

RECORDED IN VOLUME ____ OF CERTIFIED SURVEY MAPS PAGE_____

_____
REGISTER

LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

INCLUDING ALL OF LOTS 16–18, BLOCK 1 OF ZIELIE ADDITION



LEGEND

- ● ——— FOUND 1-1/4" OUTSIDE DIAMETER IRON PIPE
- ◉ ——— FOUND 1-1/4" OUTSIDE DIAMETER IRON PIPE WITH PINCHED TOP
- o ——— SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
- ( ) ——— RECORDED AS

FIELDWORK COMPLETED ON: _____

DATE APPROVED_____
CHIPPEWA COUNTY PLANNING AGENCY

BY_____

REAL LAND SURVEYING
1360 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514-4116
CADD # 18228

SHEET 1 OF 2 SHEETS

PAGE_____

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER_____

RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS PAGE _____

LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT BY THE DIRECTION OF STEVE FRASER, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN; INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8;
- THENCE S.89°56'33"E., ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, A DISTANCE OF 1156.84 FEET;
- THENCE N.00°03'27"E., A DISTANCE OF 1087.67 FEET TO THE POINT OF BEGINNING;
- THENCE S.89°29'55"W., ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 132.84 FEET TO THE EAST RIGHT OF WAY LINE OF MARILYN STREET;
- THENCE N.01°09'11"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 198.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST WISCONSIN STREET;
- THENCE N.89°29'55"E., ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 132.76 FEET;
- THENCE S.01°07'58"W., A DISTANCE OF 198.15 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS____DAY OF_____, 2018
PETER J. GARTMANN, P.L.S. 2279

Prepared for:
Fraser Construction
Steve Fraser
4833 160th Street
Chippewa Falls, WI 54729

Prepared By:
Real Land Surveying
1360 International Drive
Eau Claire, WI 54701

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

CADD NO. 18228

CITY OF CHIPPEWA FALLS PLAN COMMISSION PLANNED UNIT DEVELOPMENT CONDITIONAL USE PERMIT RESOLUTION NO. 2018-05 ALLOWING CONSTRUCTION OF SIX EIGHT-PLEX BUILDINGS, HEREAFTER REFERRED TO AS PALISADES CONDOMINIUMS (FORTY-EIGHT 1,100 SQUARE FOOT TWO-BEDROOM UNITS WITH A PER UNIT LOT AREA OF 2,900 SQUARE FEET), ON LOTS 1 AND 2, BLOCK 4, TIMBER TERRACE ADDITION, LOTS 3-5 AND 15-17, BLOCK 4, TIMBER TERRACE FIRST ADDITION AND BOUND BY DUTCHMAN DRIVE' MARRS STREET AND TERRENCE STREET, CHIPPEWA FALLS, WISCONSIN

WHEREAS, at its August 13, 2018 meeting, the Plan Commission heard a request from Craig Wurzer of C & E Wurzer Builders and Mark Erickson of Everyday Engineering to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI; and

WHEREAS, said lots are zoned R-3-8 Multi-Family 8-Plex Residential District; and

WHEREAS, as per City of Chippewa Falls Municipal Code 17.23.8(3), the minimum required lot area for two bedroom units is 3000 square feet per unit; and

WHEREAS, Mr. Wurzer has proposed a lot area of forty-eight 2900 square foot per two bedroom unit; and

WHEREAS, Mr. Wurzer has proposed to vary from Chippewa Falls Municipal Code 17.17(2) setbacks and 17.17(3)1 side to side requirements; and

WHEREAS, the Plan Commission has evaluated the request for a Planned Unit Development Conditional Use Permit to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI; and

WHEREAS, the Plan Commission conducted a public hearing on this request on Monday, September 10, 2018, after publication of a Class 2 legal notice and mailing of said notice to adjacent property owners, as required by Chapter 17.47 (5) of the Code of Ordinances of the City of Chippewa Falls, Wisconsin and hearing all comments and concerns.

THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN that, pursuant to Chapters 17.27.5(7)(f) and 17.47 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin, a Planned Unit Development Conditional Use Permit be and is hereby issued to construct six eight-plex buildings, hereafter referred to as Palisades Condominiums (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), on Lots 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace First Addition and bound by Dutchman Drive, Marrs Street and Terrence Street, Chippewa Falls, WI under the following conditions:

a) Six eight-plex buildings, (forty-eight 1,100 square foot two-bedroom units with a per unit lot area of 2,900 square feet), are allowed to be constructed according to the attached plans and details.

b) That the eight-plex buildings be in conformance with the attached site plan and building floor plan and details and all attachments become part and parcel of this Conditional Use Permit.

c) That a storm water management plan be submitted and approved as per City of Chippewa Falls Municipal Code.

d) The attached General/Final Development Plan, Eight-Plex Development Standards, Typical Photos, Elevations, and Floor Plans, and zoning map become part and parcel of PD CUP No.2018-05 and are available for inspection in the City of Chippewa Falls Engineering and Inspection offices.

e) That the attached Organizational Resolutions and Declarations of the Condominium Association be recorded at the Chippewa County Register of Deeds, with a copy provided to the City Engineer's Office.

f) Except as specifically provided herein, all regulations of the City Zoning Code shall apply.

g) That this permit shall become null and void by non-compliance with this permit or related Codes or by application to the Board of Appeals for any Code variance for this facility.

h) Chapter 17.47 (13) shall apply and this permit shall terminate if the use for which this permit is issued shall cease for a continuous two year period.

i) Modifications or changes to this permit may be made only by the Plan Commission after an application for amendment has been duly filed and notices and hearing requirements have been complied with.

MOTION: Tzanakis

SECONDED: Varga

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on September 10, 2018, by a vote of 10 ayes, 1 nays and 0 abstentions.

Richard J. Rubenzer, PE, Secretary
Plan Commission

General / Final Development Plan

For

Palisades Condominium

By

C & E Lighthouse Properties, LLC.

Owners: Mr. Craig Wurzer & Mr. Earnest Wurzer

Address: 1750 U.S. 53 Business, Chippewa Falls, WI 54729

Phone: 715-839-8806

Statement of Development Concept:
The Palisades Condominium site is located between Marrs Street on the west, Dutchman Drive on the north, Terrence Street on the east and lies just north of Pumphouse Road. Please refer to Attachment A, city maps. The first step is to combine the eight (8) existing lots currently zoned R-3-8 Multi-Family 8-Plex and the recently vacated half (1/2) width of Marrs Street Right of Way and combine them all into a one (1) lot Certified Survey Map (CSM). Please refer to Attachment B, the preliminary "Palisades CSM". Upon the approval and recording of the CSM a Planned Development (PD) will be created via the device known as a condominium plat. Please refer to the Attachment C, the preliminary "Palisades Condominium" plat. This condominium plat (Condo Plat) will ultimately house six (6) Multi-Family 8-Plex buildings, with each being one of the units.

The planning objective and character of this Condo Plat is to create a modern, efficient and affordable housing for the community. The building's will be

dressed up having eye appealing earth tone colors. Landscaping for the Condo Plat will be installed and maintained by a professional local landscaping company.

The proposed land use will consist of the construction of six (6) 8-Plex buildings / units along with the associated driveways, parking areas, bike racks, garbage enclosures, walking path to the adjacent city park land, and the storm water management swales, ponds and features.

The six (6) building / units will be comprised of eight (8) two (2) bedroom places. Thus, making 48 total two (2) bedroom residences on this 139,282 square foot (3.20 acre) parcel of land. The density of this proposed PD is calculated to be 2,901.7 square feet per two (2) bedroom residences. The density of a standard R-3-8 Multi-Family zoning district is 3,000 square feet per two (2) bedroom residences. There are two ways to look at the standard zoning density as a comparison for this project site, the project is missing the density by 3.27% of the area allocation per residence or only 46 total two (2) bedroom residences could occupy the land area present.
Please note as it pertains to density, in the existing state of the original parcels, there were eight (8) parcels with the same zoning on average the original lots were 13,000 square feet each. In this case, if an 8-Plex was to occupy a Lot the area allocated would be around 1,625 square feet per residences or only four (4) one or two bedroom(s) building could be built on each of the original eight parcels.

The Condo Plat sits immediately adjacent to the east of approximately 2.5 acres of City Park land. There will be a walking path created to connect the residence to the city park. The city park land is considered the recreational space for the neighborhood.

This Condo Plat has fully developed the site's engineering plans. Please refer to the Attachment D, Engineering Plans.

The owners / builders of the proposed Building / Units have a fully developed floor plan for said structures. Please refer to Attachment E, Building Plans.

The Condo Plat and the associated Condo Plat Documentation has been created and will be fully executed upon the final approval of the City. Please refer to Attachment F, Condo Documents.
The timeline established for the build out of this project is as follows;

Buildings / Units 1, 2 & 3 will commence building this year, 2018 and finished for occupancy in 2019.
Buildings / Units 4, 5 & 6 will commence building in 2019 and should be finished for occupancy in either 2019 or the latest 2020.
The majority of the Condo Plat's exterior site work, including by not limited to earth work, utility work, installation of access and parking areas will be done in 2018.

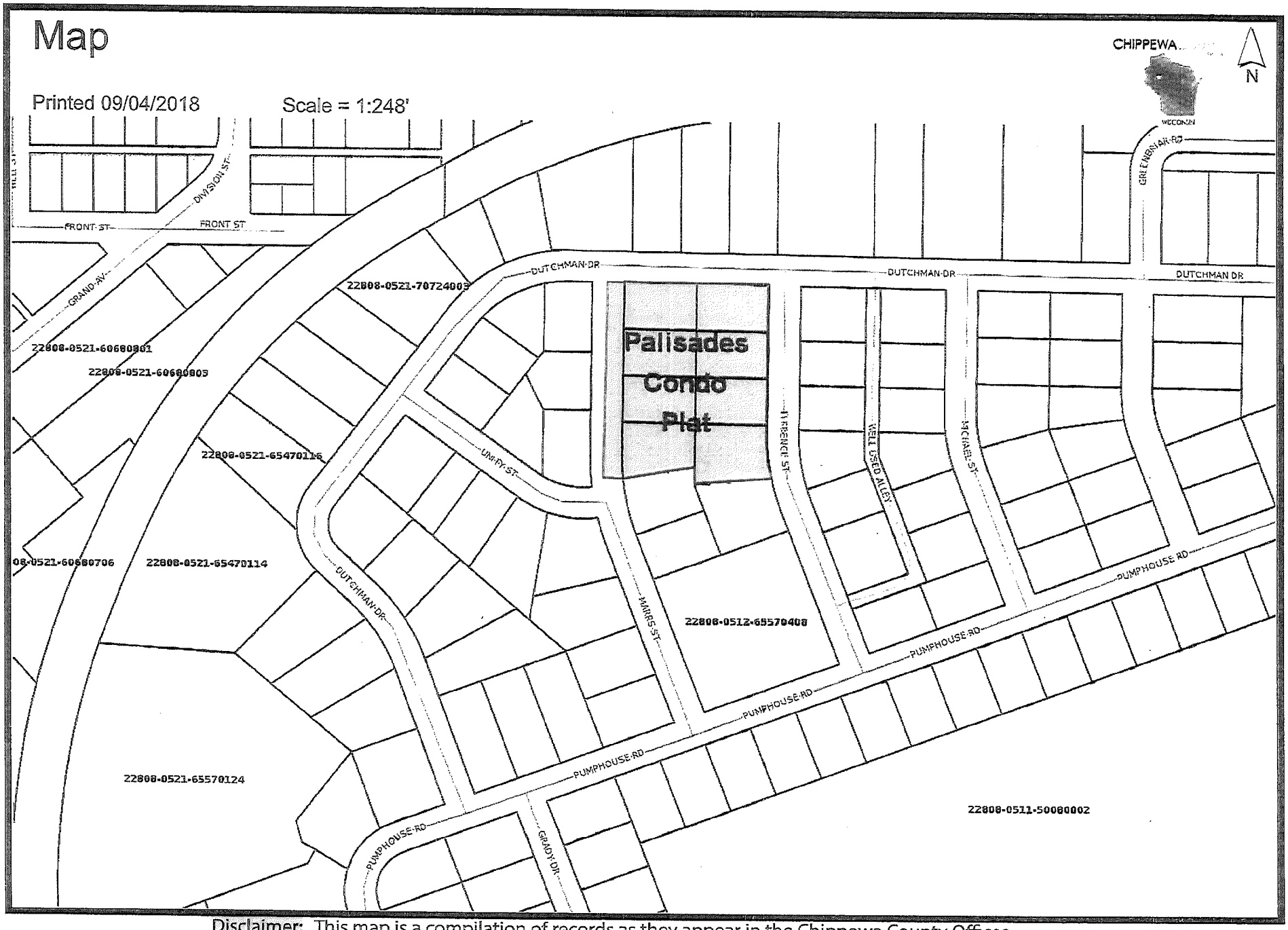
Project financing is currently set up with Winona National Bank for the land purchase that closes on Monday the 13th of August. The building unit owner's will have specific financing for each of the building units. Financing will also be provided by Winona National Bank in the amount of at least 80% of the appraised building unit/pad value which is estimated at $800,000 for each building unit.

Attachment A

City Maps

Map

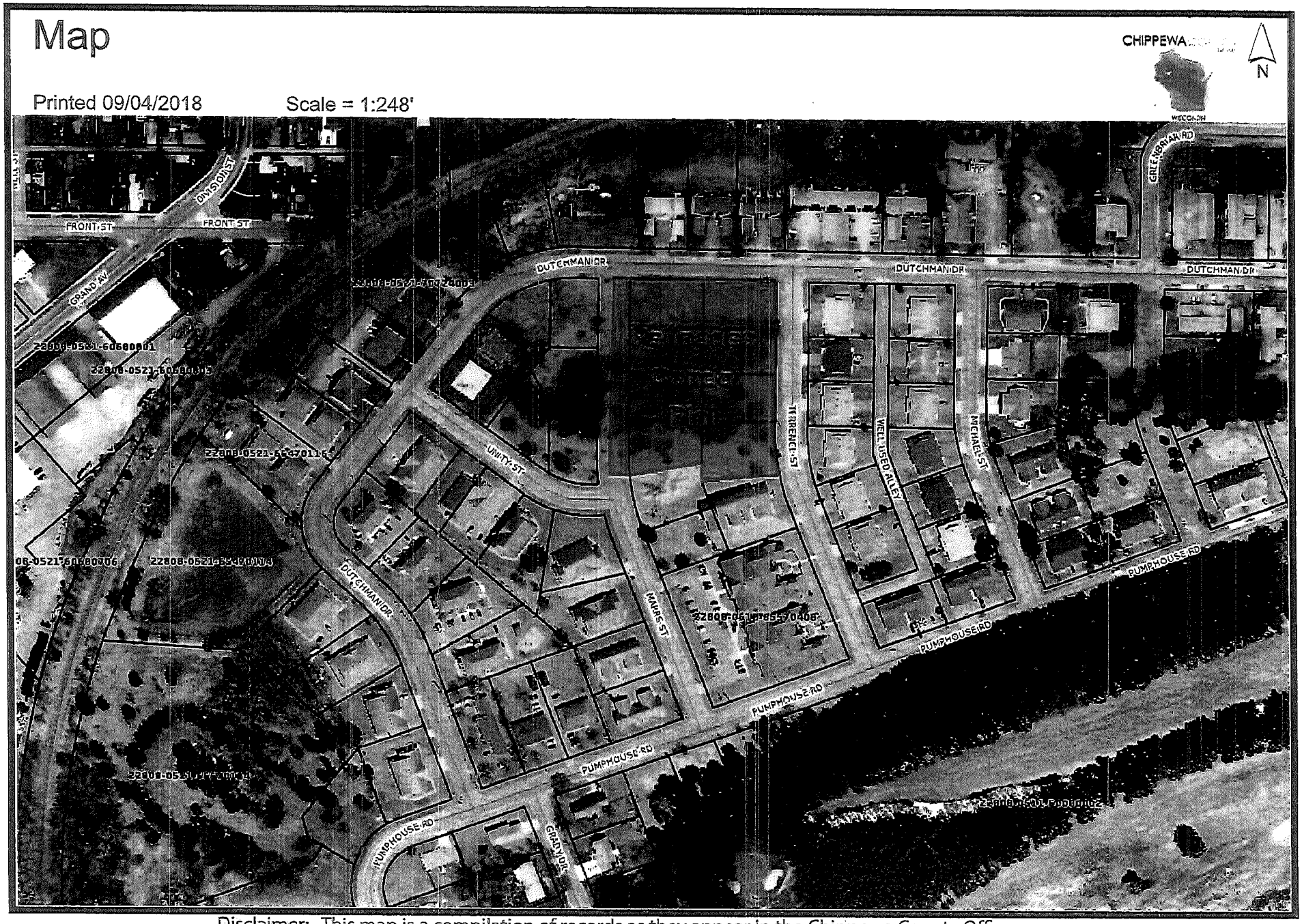
Printed 09/04/2018 Scale = 1:248'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map

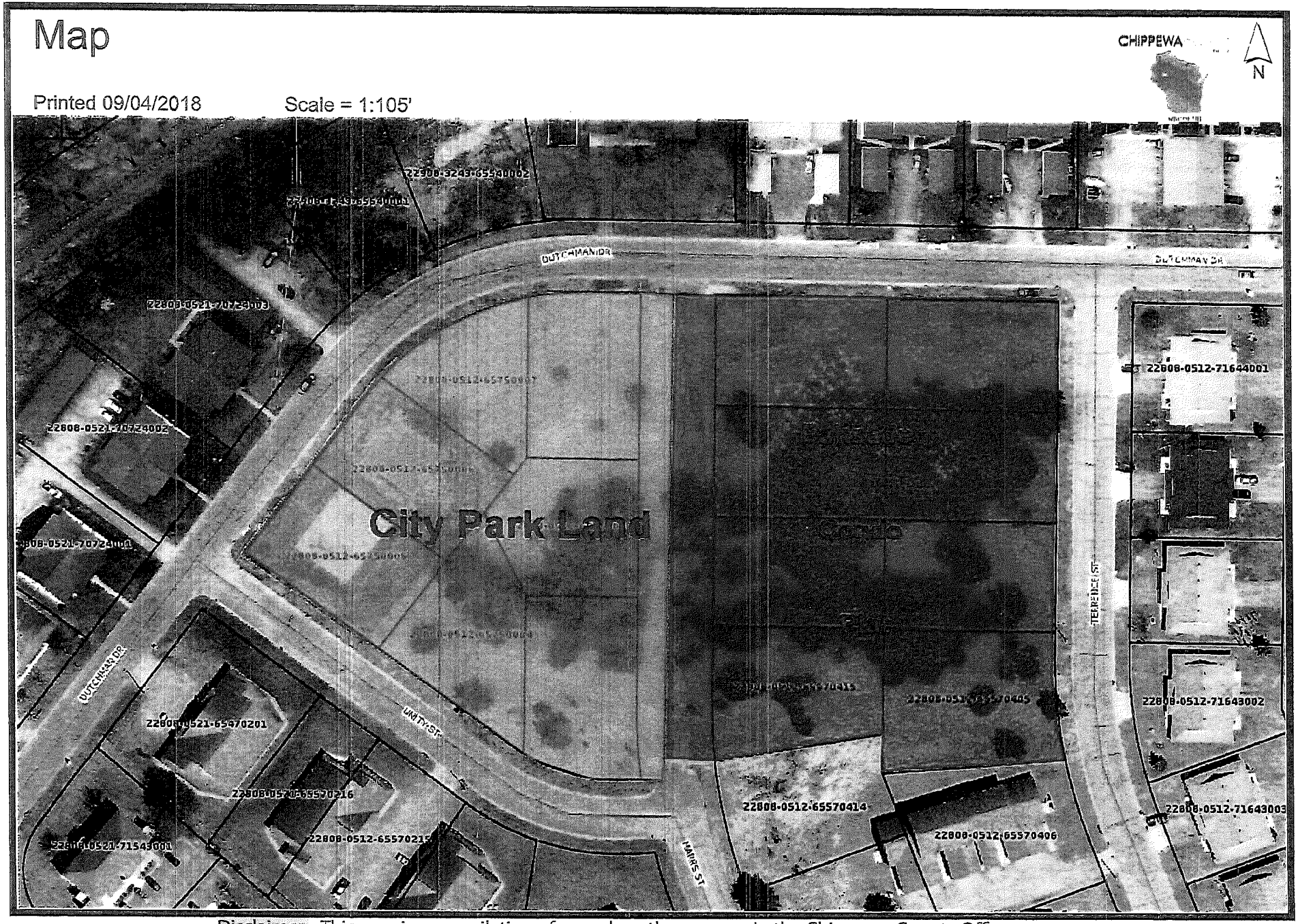
Printed 09/04/2018 Scale = 1:248'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map

Printed 09/04/2018 Scale = 1:105'



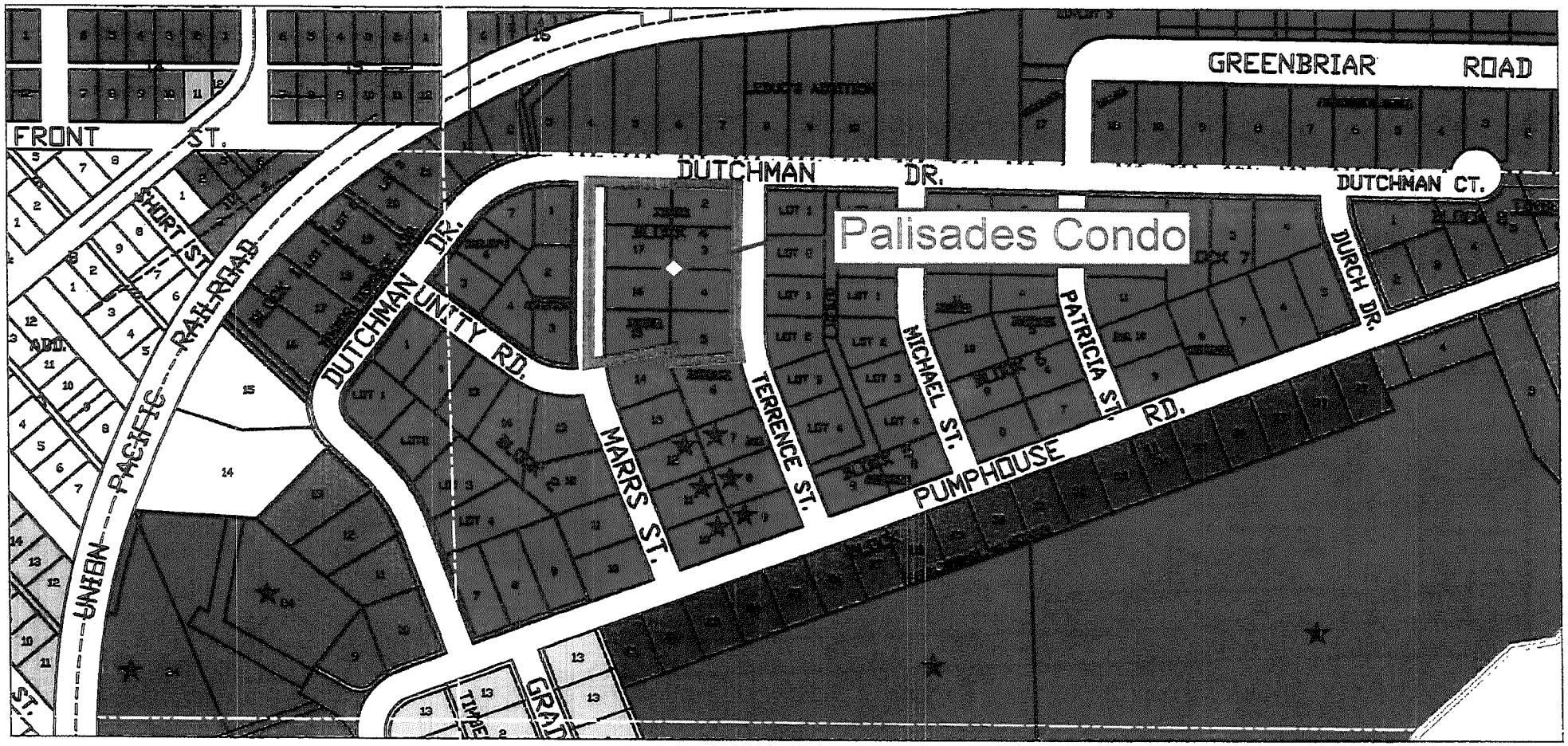
Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

Map

Chippewa County Contour Map

Printed 07/16/2018 Scale = 1:83'

Disclaimer: This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.


Palisades Condo
GREENBRIAR ROAD
DUTCHMAN DR.
DUTCHMAN CT.
FRONT ST.
SHORT ST.
UNION PACIFIC RAILROAD
DUTCHMAN DR.
UNITY RD.
MARRS ST.
TERRENCE ST.
MICHAEL ST.
PATRICIA ST.
DURCH DR.
PUMPHOUSE RD.

C-1 NEIGHBORHOOD SHOPPING

C-2 GENERAL COMMERCIAL

C-3 CENTRAL BUSINESS

C-4 HIGHWAY COMMERCIAL

TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT

R-1A SINGLE FAMILY

R-1B SINGLE FAMILY

R-1C SINGLE FAMILY

R-2 TWO FAMILY

R-3-4 MULTI-FAMILY 4-PLEX

R-3-8 MULTI-FAMILY 8-PLEX

R-3A MULTI-FAMILY

R-3B MULTI-FAMILY

R-3-M MULTIPLE FAMILY RESIDENCE

I-1 LIMITED INDUSTRIAL

I-2 LIGHT INDUSTRIAL

I-3 HEAVY INDUSTRIAL

O-1 OFFICE

O-2 OFFICE & INSTITUTIONAL

P-1 PUBLIC

CN CONSERVANCY

A-1 AGRICULTURE

★ C.U.P., S.U.P. OR PD

Attachment B

One (1) Lot Certified Survey Map

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO._____
RECORDED IN VOL._____OF THE CERTIFIED SURVEY MAPS PAGE_____,

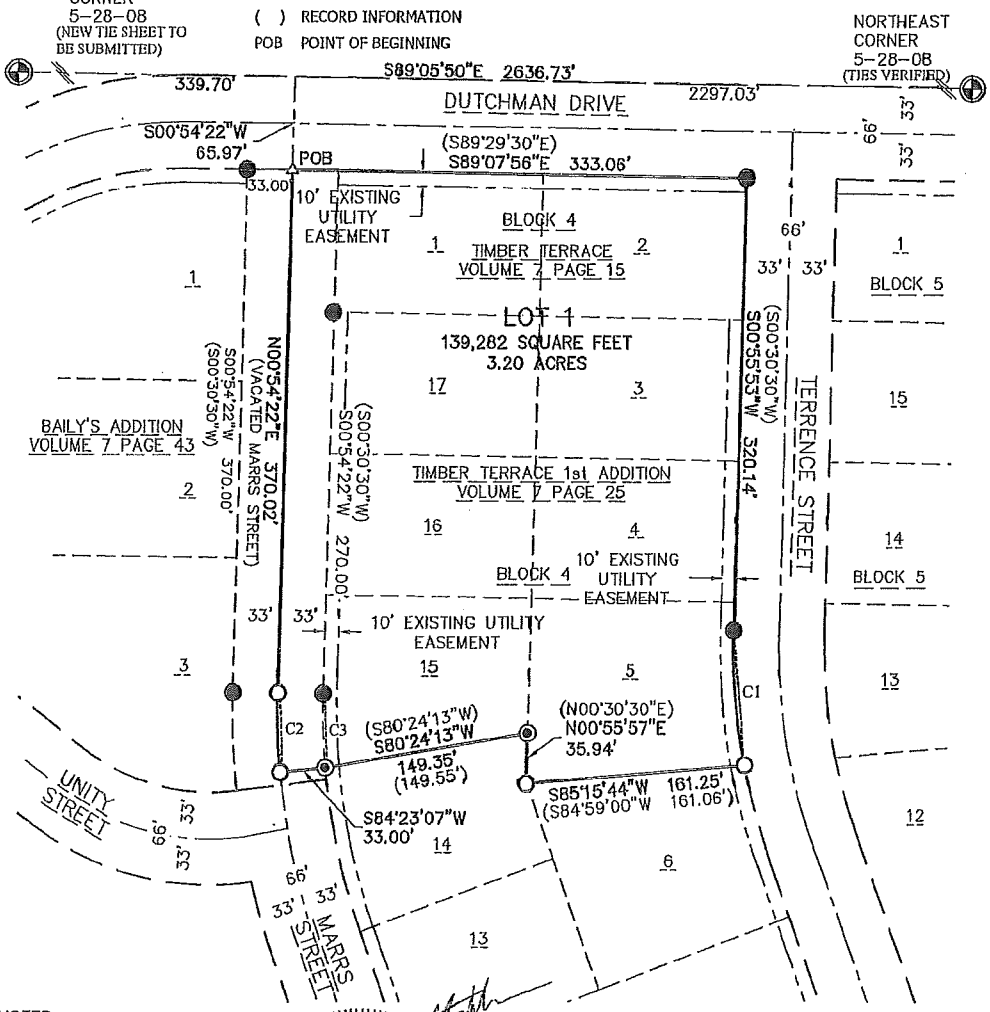
_____
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

LEGEND
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- SET MAGNAIL
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- ( ) RECORD INFORMATION
- POB POINT OF BEGINNING

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°05'50"E.

NORTH
0 50 100
1"=100'



NOTES:
1. SEE SHEET 2 FOR CURVE TABLE.
2. FIELDWORK COMPLETED 8/27/2018.

Owner:
C & E Lighthouse Properties LLC
1750 Hallie Road
Chippewa Falls, WI 54729

WISCONSIN LAND SURVEYOR
JEFF C. STOCKBURGER
S-2708
EAU CLAIRE, WI

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH (715) 831-0854 • EMAIL: NFO@KLDS.NET

SHEET 1 OF 2 SHEETS

PAGE_____

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO._____
RECORDED IN VOL._____OF THE CERTIFIED SURVEY MAPS PAGE_____,

_____
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Craig Wurzer, I have surveyed Lot 1 and 2, Block 4 of "Timber Terrace", Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addtion", and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 5;
Thence S89°05'50"E, 339.70 feet along the north line of the Northeast Quarter;
Thence S00°54'22"W, 65.97 feet to the northerly line of vacated Marrs Street and the point of beginning;
Thence S89°07'56"E, 333.06 feet along said vacated Marrs Street and the southerly right-of-way line of Dutchman Drive to the westerly right-of-way line of Terrence Street;
Thence S00°55'53"W, 320.14 feet along westerly right-of-way line of Terrence Street;
Thence along said right-of-way line and the arc of a curve 96.25 feet, concave easterly, with a chord bearing of S05°17'35"E, a chord length of 96.06 feet, and a radius of 444.77 feet to the southeast corner of said Lot 5 "Timber Terrace 1st Addition";
Thence S85°15'44"W, 161.25 feet along the southerly line of said Lot 5;
Thence N00°55'57"E, 35.94 feet along the westerly line of said Lot 5 to the southeast corner of Lot 15 of said "Timber Terrace 1st Addition";
Thence S80°24'13"W, 149.35 feet to the southwest corner of said Lot 15;
Thence S84°23'07"W, 33.00 feet to the centerline of vacated Marrs Street;
Thence along the centerline of vacated Marrs Street and the arc of a curve 56.41 feet, concave easterly, with a chord bearing of N02°21'15"W, a chord length of 56.37 feet, and a radius of 495.60 feet;
Thence N00°54'22"E, 370.02 feet along said centerline of vacated Marrs Street to the point of beginning.

Said parcel contains 139,282 square feet or 3.20 acres of land, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconin Administrative Code Chapter AE-7, and the City of Chippewa Falls Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this_____day of_____, 2018.

_____
Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
Project Number: 18100

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°29'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E
C3	N02°21'15"W (N02°45'06.5"W)	52.62'	462.60'	52.64'	6°31'13"		

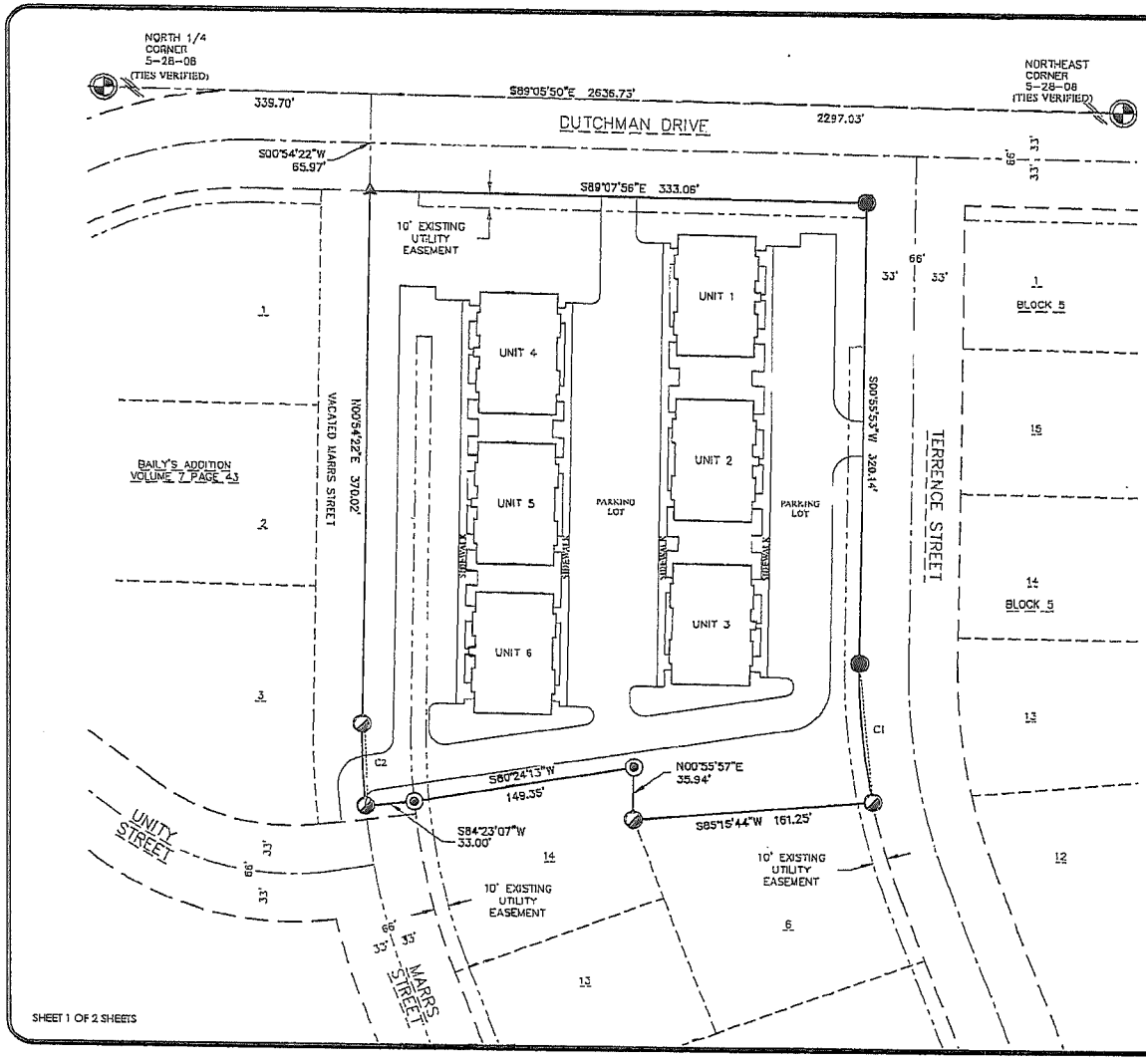
Approved by the City of Chippewa Falls.

_____
Date

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: NFO@KLD5.NET

Attachment C

Proposed Condominium Plat



PRELIMINARY

PALISADES CONDOMINIUM

Lot 1 Certified Survey Map Number XXXX recorded in Volume XX on Pages XX-XX, Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

LEGAL DESCRIPTION

All of Lot 1 Certified Survey Map Number XXXX recorded in Volume XX on Pages XX-XX

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°39'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E

Notes:
1. All areas that are not specified as a unit shall be considered a Common Element.
2. All sidewalks and access ways attached to, leading directly to or from, or adjacent to each Unit shall be considered a Limited Common Element.
3. All improvements shown are proposed and not existing.
4. Fieldwork was completed on 8-27-18.

NORTH

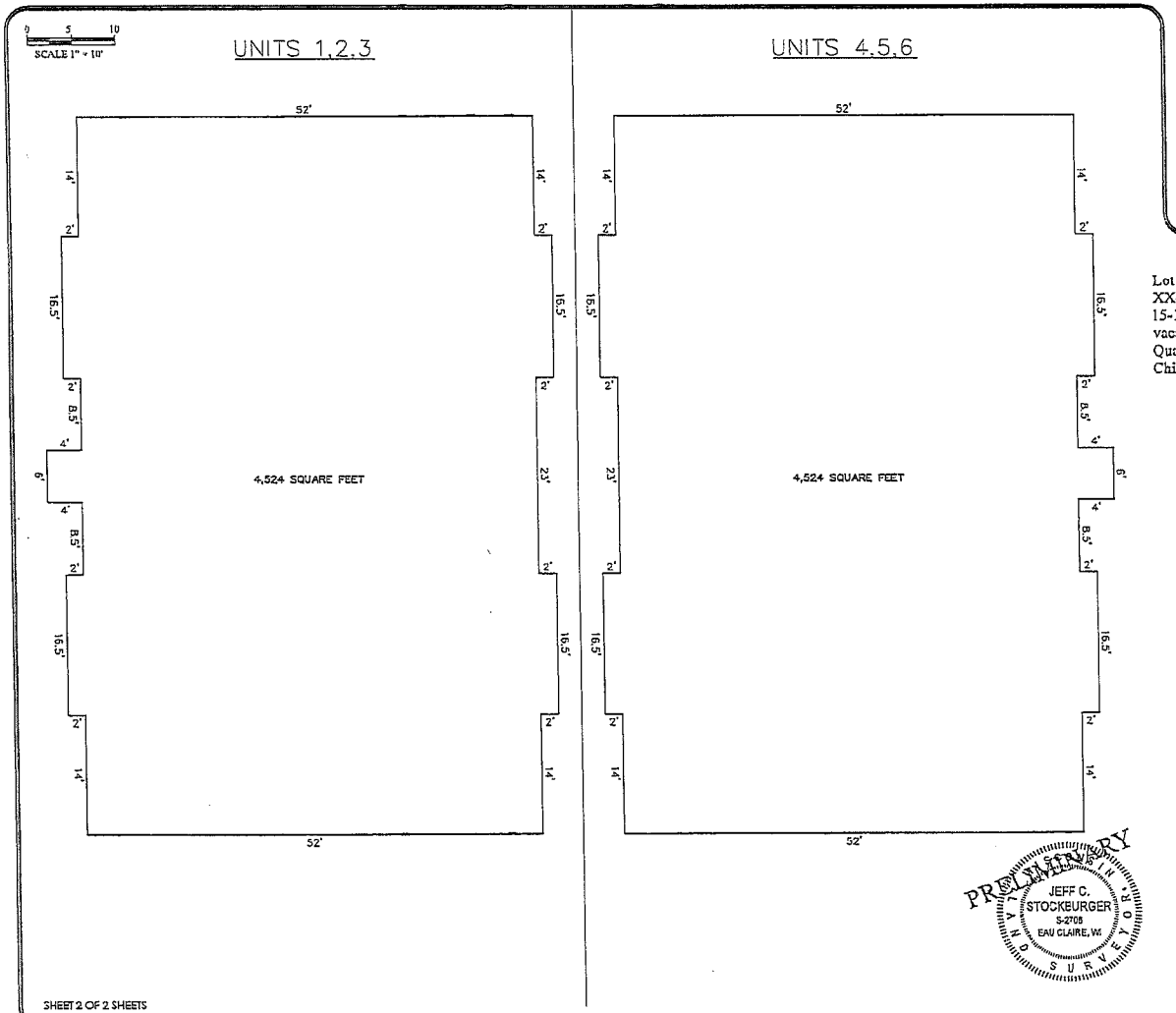
BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°09'50"E.

0 15 30
SCALE 1" = 30'

LEGEND
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- SET MAGNAIL
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- ( ) RECORD INFORMATION

PRELIMINARY
WISCONSIN JEFF C. STOCKBURGER S-2700 EAU CLAIRE, WI LAND SURVEYOR

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 851-0654 • EMAIL: INFO@KLDS.NET



PRELIMINARY

PALISADES CONDOMINIUM

Lot 1 Certified Survey Map Number XXXX recorded in Volume XX on Pages XX-XX, Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

COMMON COUNCIL RESOLUTION:

THE CONDOMINIUM PLAT OF PALISADES CONDOMINIUM, IN THE CITY OF CHIPPEWA FALLS, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED_____(DATE) SIGNED:_____

I HEREBY CERTIFY: THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF CHIPPEWA FALLS.

_____
CITY CLERK

CHIPPEWA COUNTY CERTIFICATION:

I, BRAD HENTSCHEL, CITY OF CHIPPEWA FALLS PLANNER HAVE REVIEWED THE PALISADES CONDOMINIUM AND CERTIFY PER WISCONSIN STATUTES 703.115(1) THAT SUCH INSTRUMENT IS APPROVED FOR RECORDING.

_____DATED THIS_____DAY OF_____, 2018.
BRAD HENTSCHEL
CITY OF CHIPPEWA FALLS, PLANNER

SURVEYOR'S CERTIFICATE

I, Jeffrey C. Stockburger, Professional Land Surveyor, do hereby certify that I have surveyed the above described property at the request of Craig Wurzer and that this survey is an accurate representation of exterior boundary lines and the location of the building and improvements upon the property.

This plat is a correct representation of "Palisades Condominium" as proposed at the date hereof, and the identification and location of each unit and the common elements can be determined from the plat. The undersigned surveyor makes no certification as to the accuracy of the floor plans of the condominium building and units contained in the plat and the approximate dimensions and floor plan areas thereof.

_____ _____
Jeffrey C. Stockburger Date

PRELIMINARY
JEFF C. STOCKBURGER
S-2705
EAU CLAIRE, WI
LAND SURVEYOR

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 851-0654 • EMAIL: INFO@KLDS.NET

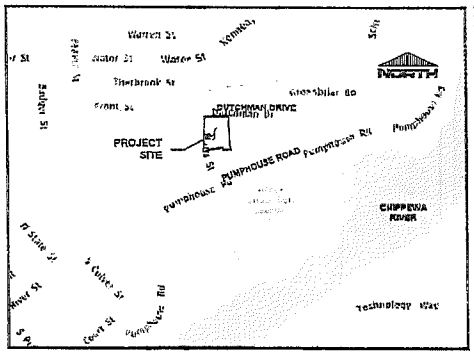
SHEET 2 OF 2 SHEETS

Attachment D

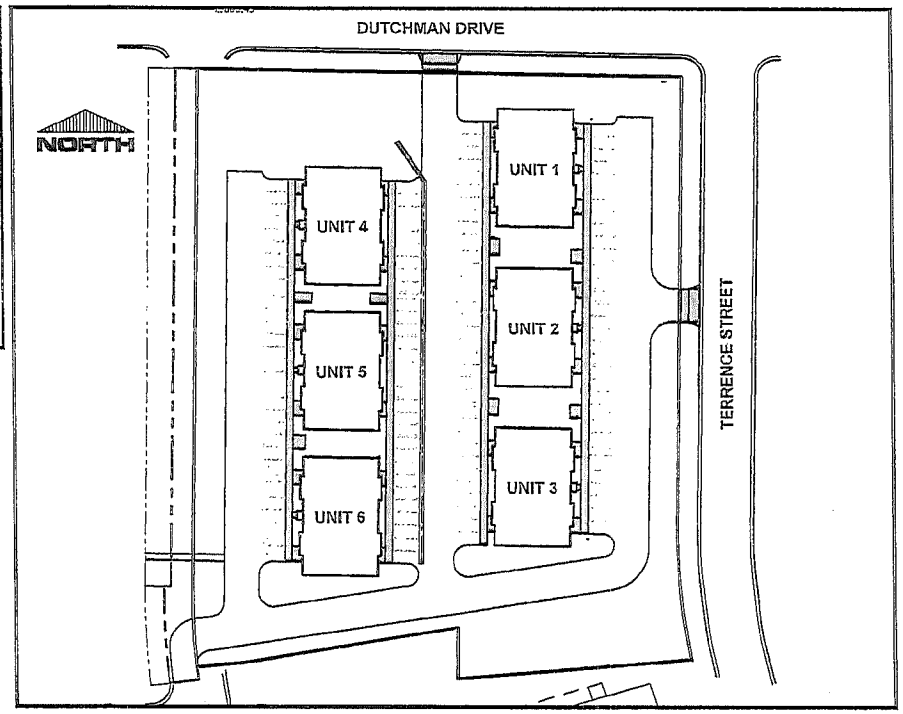
Engineering Plans

C & E LIGHTHOUSE - PALISADES CONDO

RESIDENTIAL DEVELOPMENT
CITY OF CHIPPEWA FALLS



VICINITY MAP
(N.T.S.)



PROJECT SITE
DUTCHMAN DRIVE AND TERRENCE STREET
CITY OF CHIPPEWA FALLS
(N.T.S.)

SHEET INDEX:

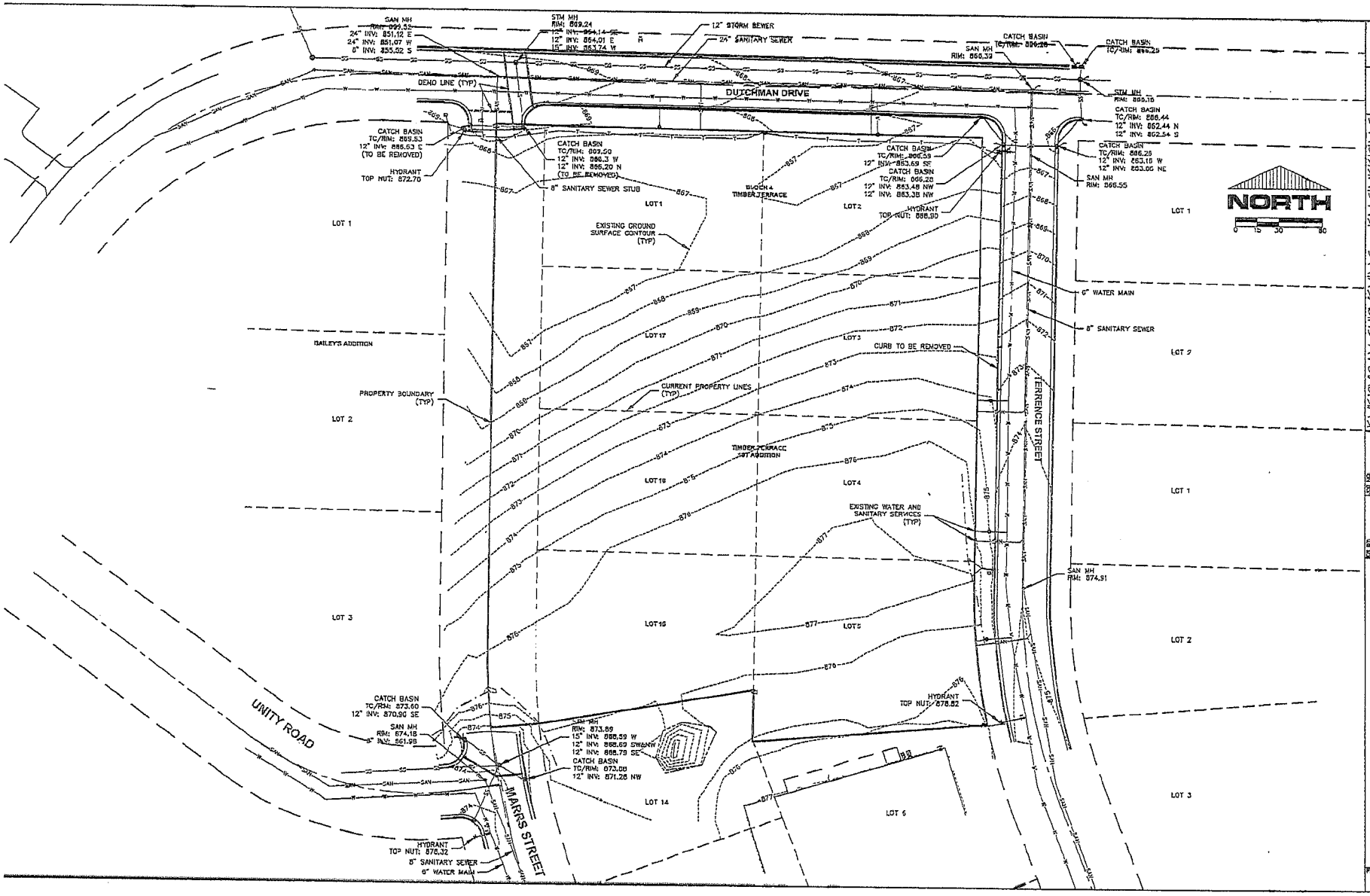
C100	TITLE SHEET
C101	EXISTING CONDITIONS PLAN
C102	SITE PLAN OVERVIEW
C103	SITE PLAN
C104	GRADING PLAN OVERVIEW
C105	UTILITY PLAN
C106	LANDSCAPE PLAN
C500	CONSTRUCTION DETAILS

OWNER:
MR. CRAIG WURZER
C & E WURZER
1750 BUSINESS HIGHWAY "53"
CHIPPEWA FALLS, WI 54729
PHONE: 715-839-9701
EMAIL: CRAIGWURZER@GMAIL.COM

ENGINEER:
EVERYDAY SURVEYING
& ENGINEERING, LLC
MR. MARK ERICKSON, P.E.
1818 BRACKETT AVENUE
EAU CLAIRE, WI 54701
EMAIL: MARK@ESELLC.CO
PHONE: 715-831-0654

EVERYDAY SURVEYING & ENGINEERING

ESE PROJECT #: 18100
DATE: 08-31-18

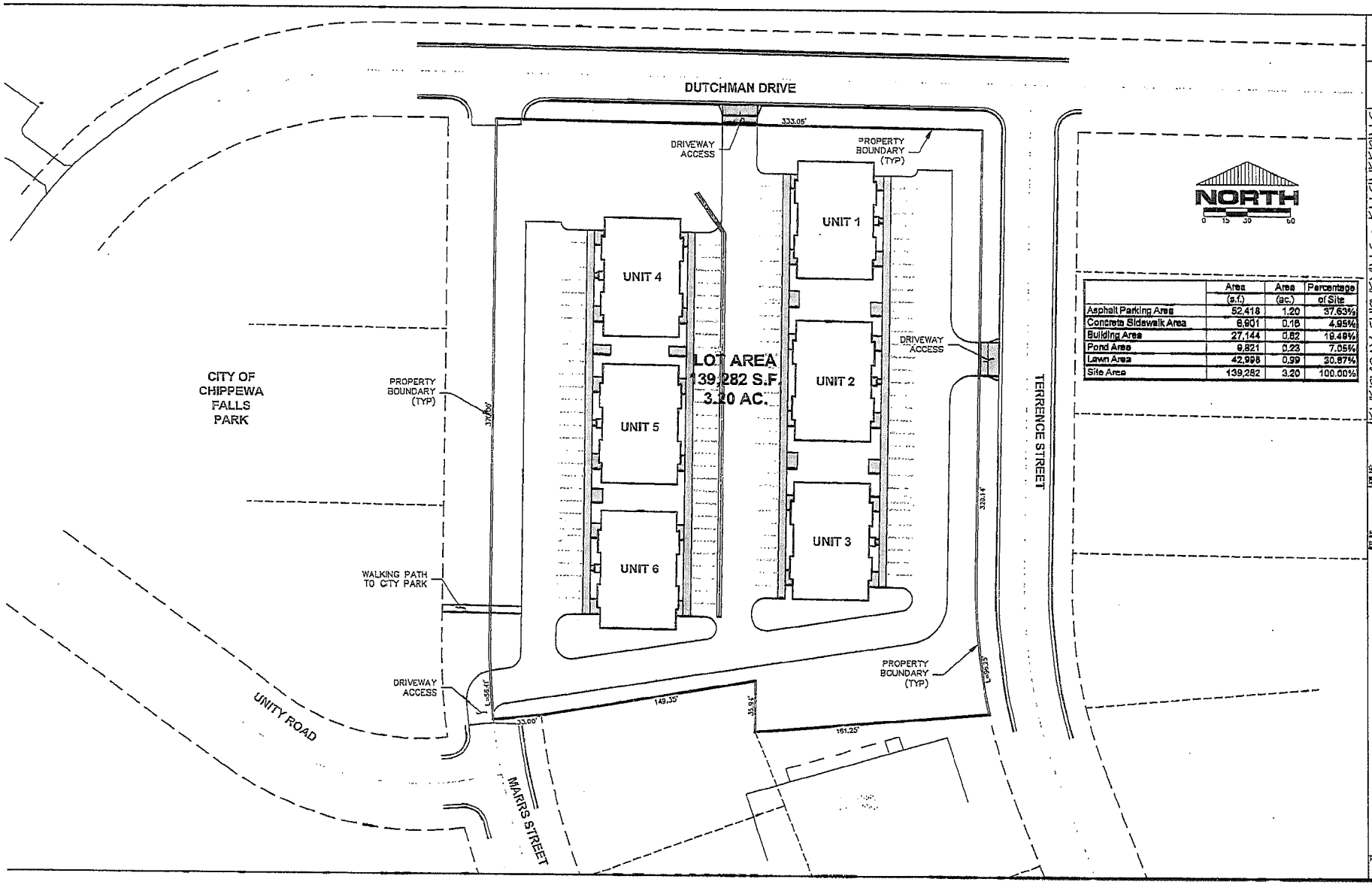


EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1593 PEACHTREE AVENUE • EAU CLAIRE, WI 54701
PH. (715) 231-0954 • EMAIL: INFO@EVDSE.ET

JOB NO.	18100
DWG NAME	EX COND
DRAWN	--/--/--
CK BY:	DHK
CHK BY:	MAE
DATE	09-31-18

C & E LIGHTHOUSE - PALISADES CONDO
EXISTING CONDITIONS PLAN
CITY OF CHIPPEWA FALLS, WI

PAGE NO. C102



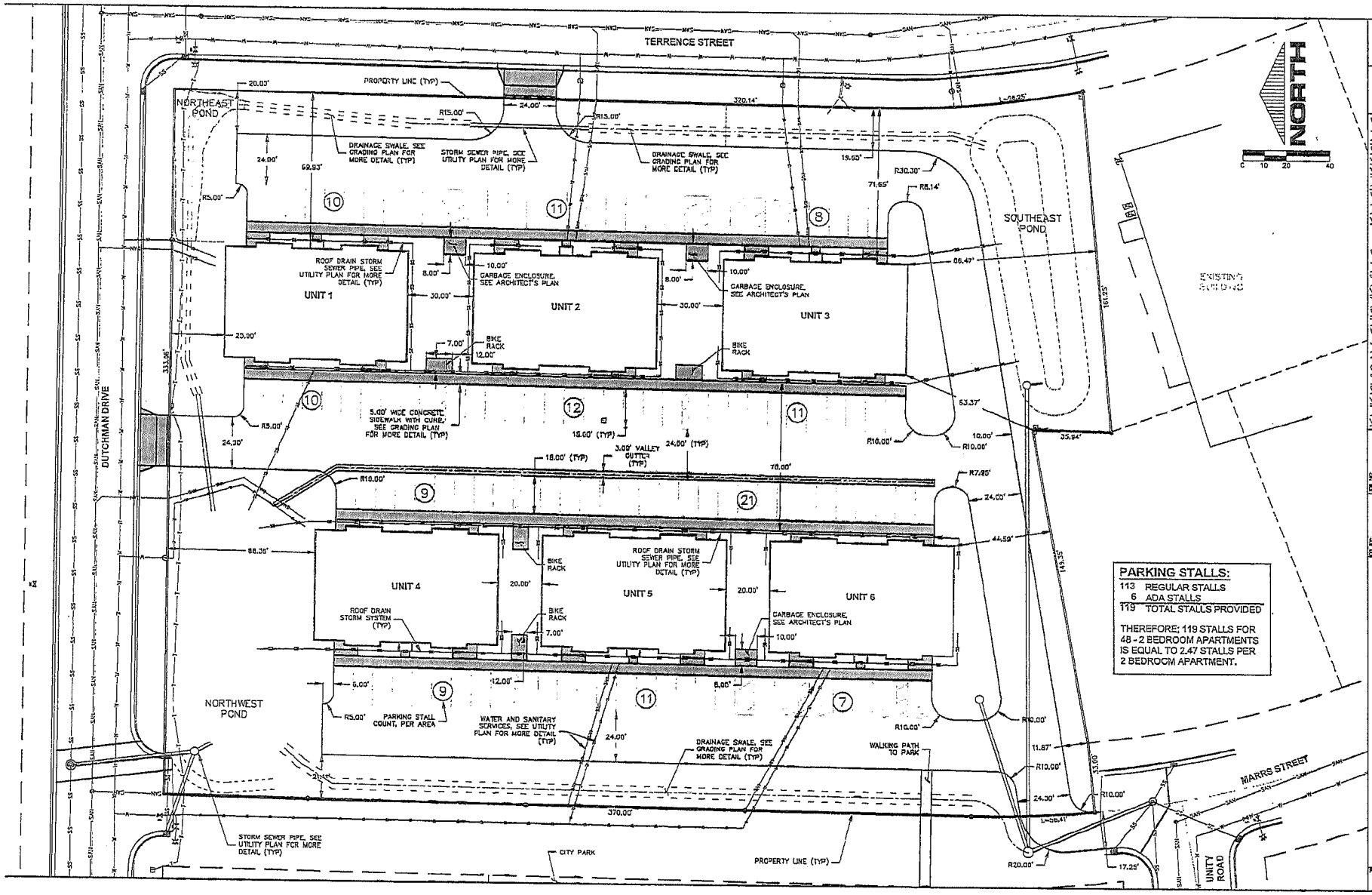
	Area (s.f.)	Area (ac.)	Percentage of Site
Asphalt Parking Area	52,418	1.20	37.63%
Concrete Sidewalk Area	6,901	0.16	4.95%
Building Area	27,144	0.62	19.49%
Pond Area	9,821	0.23	7.05%
Lawn Area	42,998	0.99	30.87%
Site Area	139,282	3.20	100.00%

EVERYDAY SURVEYING & ENGINEERING
dbaa KRAMER LAND DESIGN
1815 FRACTED AVENUE • EAU CLAIRE, WI 54701
PH (715) 821-0854 • EMAIL: INFO@EAUCLAIRE.ES

DR BY: MAE	JOB NO: 18100
CHK BY: DHK	DWG. NAME: C102
DATE: 08-31-18	APPVD: --/--/--

C & E LIGHTHOUSE - PALISADES CONDO
SITE PLAN - OVERVIEW
CITY OF CHIPPEWA FALLS, WI

PROJ. NO. C102

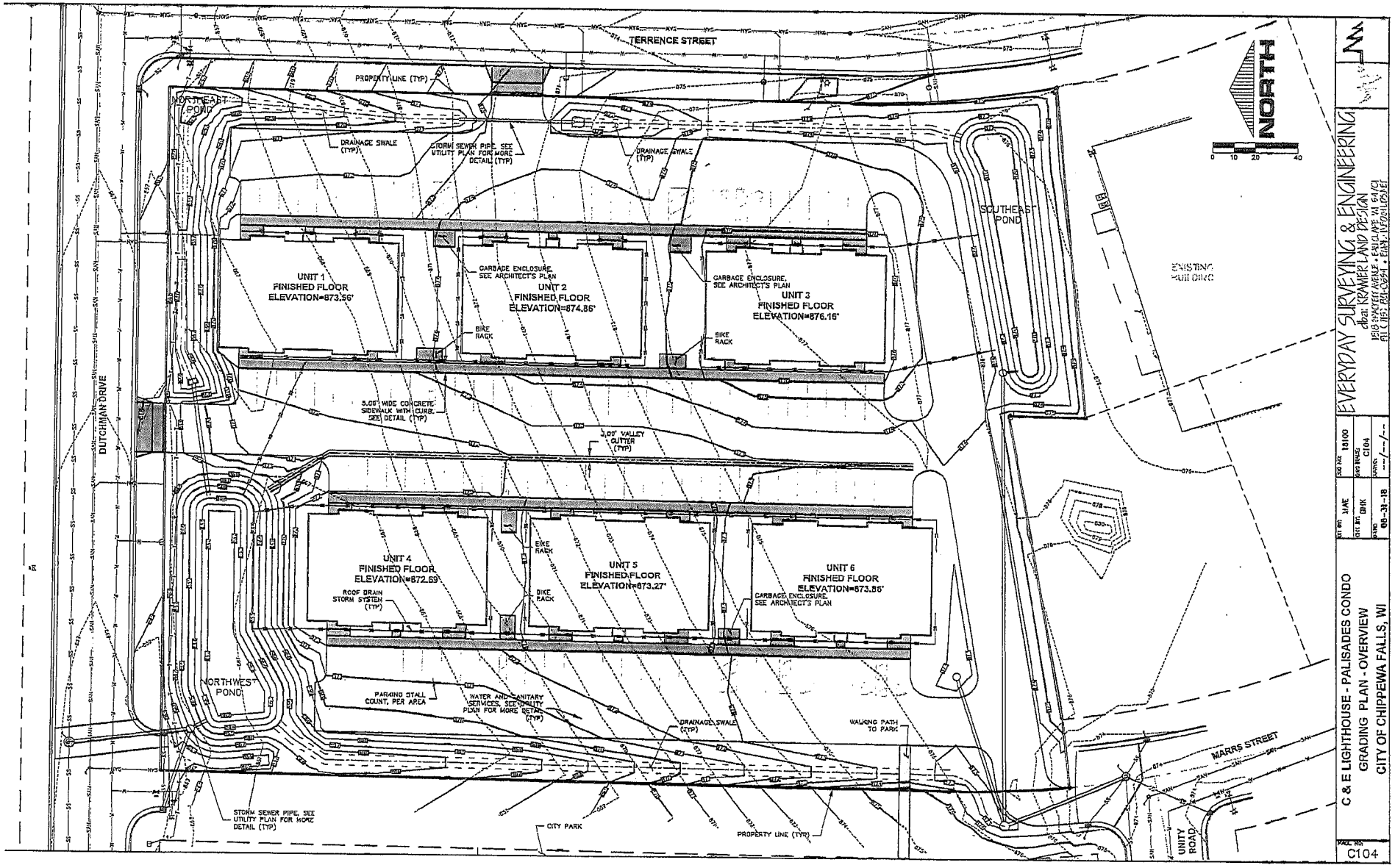


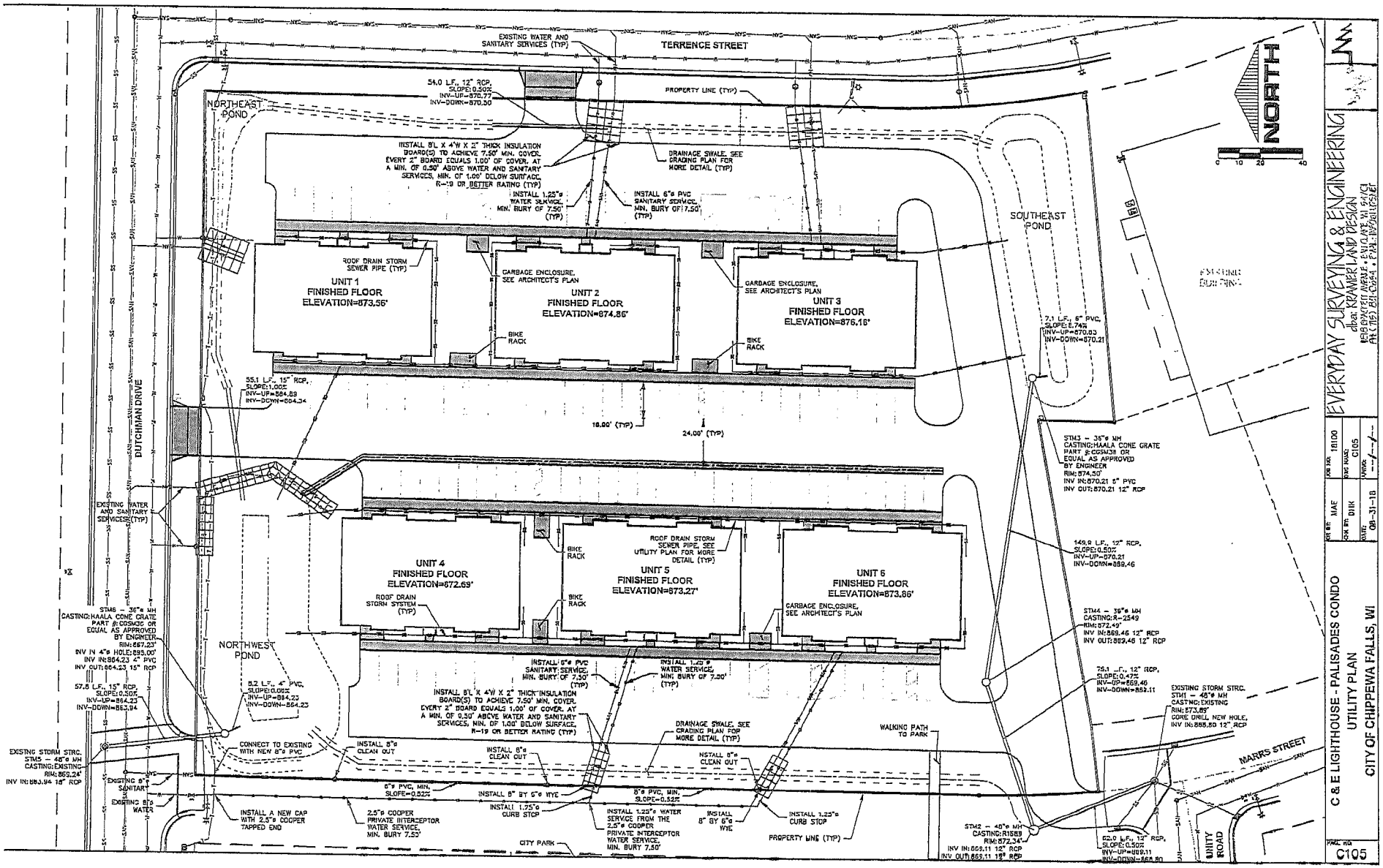
EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1518 BRACKETT AVENUE • EAU CLAIRE, WI 54703
PH (715) 831-0064 • FAX: N/A • ELLIOTS@EVERYDAYSURVEY.NET

C & E LIGHTHOUSE - PALISADES CONDO
SITE PLAN
CITY OF CHIPPEWA FALLS, WI

DR BY: MAE	JOB NO: 18100
CHK BY: DHK	DWG NUMBER: C102
DATE: 08-31-18	REVISION: --/--/--

PAGE NO: C103


TERRENCE STREET
PROPERTY LINE (TYP)
NORTHEAST POND
DRAINAGE SWALE (TYP)
STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
DRAINAGE SWALE (TYP)
SOUTHEAST POND
NORTH
0 10 20 40
UNIT 1
FINISHED FLOOR
ELEVATION=873.56'
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
UNIT 2
FINISHED FLOOR
ELEVATION=874.86'
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
UNIT 3
FINISHED FLOOR
ELEVATION=876.16'
BIKE RACK
BIKE RACK
EXISTING PAUL DRIVE
DUTCHMAN DRIVE
5.00' WIDE CONCRETE SIDEWALK WITH CURB, SEE DETAIL (TYP)
3.00' VALLEY GUTTER (TYP)
UNIT 4
FINISHED FLOOR
ELEVATION=872.69
ROOF DRAIN STORM SYSTEM (TYP)
BIKE RACK
UNIT 5
FINISHED FLOOR
ELEVATION=873.27'
BIKE RACK
UNIT 6
FINISHED FLOOR
ELEVATION=873.86'
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
NORTHWEST POND
PARKING STALL COUNT, PER AREA
WATER AND SANITARY SERVICES, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
DRAINAGE SWALE (TYP)
WALKING PATH TO PARK
MARRS STREET
STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
CITY PARK
PROPERTY LINE (TYP)
UNITY ROAD
EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1918 SPOOTEET AVENUE • EAU CLAIRE, WI 54703
OFC (715) 831-0394 • EMAIL: INFO@LDLNET
C & E LIGHTHOUSE - PALISADES CONDO
GRADING PLAN - OVERVIEW
CITY OF CHIPPEWA FALLS, WI
DRN BY: JLAE
CHK BY: DHK
DATE: 08-31-18
JOB NO: 18100
SHT NUMBER: C104
REVISIONS: --/--/--
SHEET NO.
C104

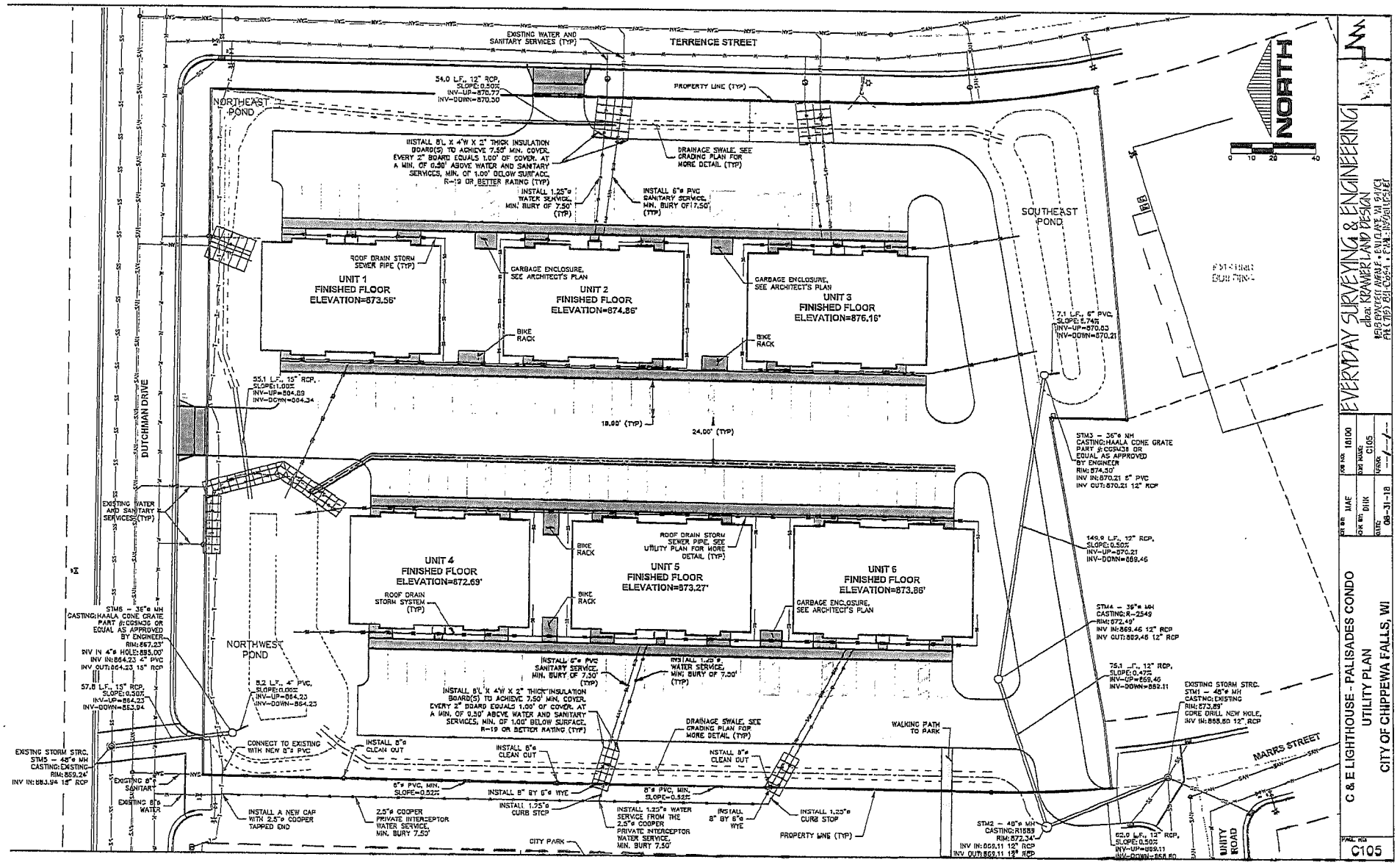


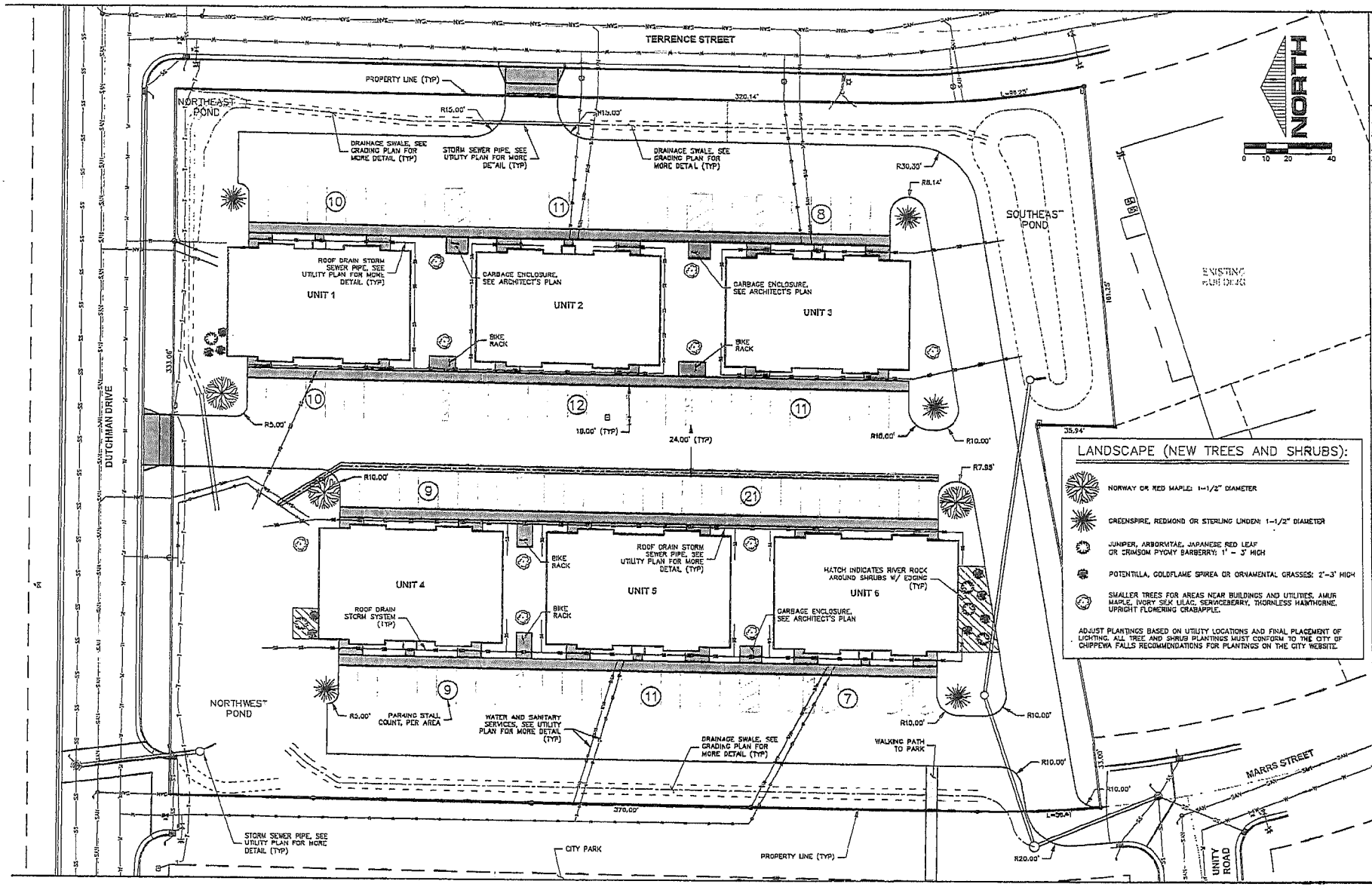
EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
N8699 PATTI AVENUE • EVELYN, WI 54761
PH: (715) 861-0294 • FAX: (715) 861-0297

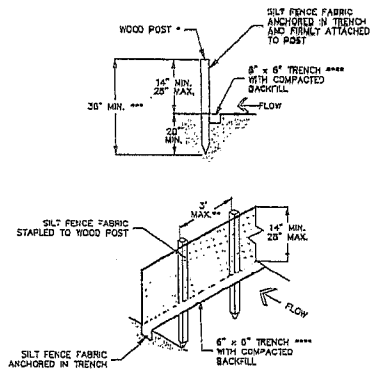
C & E LIGHTHOUSE - PALISADES CONDO
UTILITY PLAN
CITY OF CHIPPEWA FALLS, WI

DWN BY: MAE	JOB NO: 181100		
CHK BY: DJK	DWG NO: C105		
DATE: 08-31-18	REVISE:		

FINAL NO.
C105

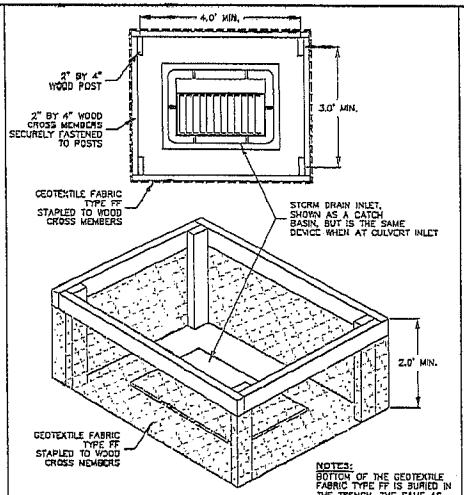

TERRENCE STREET
EXISTING WATER AND SANITARY SERVICES (TYP)
PROPERTY LINE (TYP)
NORTHEAST POND
54.0 L.F., 12" RCP, SLOPE:0.50% INV-UP=870.77 INV-DOWN=870.50
INSTALL 8'L X 4'W X 2" THICK INSULATION BOARD(S) TO ACHIEVE 7.50' MIN. COVER. EVERY 2" BOARD EQUALS 1.00' OF COVER. AT A MIN. OF 0.50' ABOVE WATER AND SANITARY SERVICES, MIN. OF 1.00' BELOW SURFACE. R-19 OR BETTER RATING (TYP)
DRAINAGE SWALE, SEE GRADING PLAN FOR MORE DETAIL (TYP)
INSTALL 1.25"ø WATER SERVICE, MIN. BURY OF 7.50' (TYP)
INSTALL 6"ø PVC SANITARY SERVICE, MIN. BURY OF 7.50' (TYP)
SOUTHEAST POND
NORTH
0 10 20 40
ROOF DRAIN STORM SEWER PIPE (TYP)
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
UNIT 1 FINISHED FLOOR ELEVATION=873.56'
UNIT 2 FINISHED FLOOR ELEVATION=874.86'
UNIT 3 FINISHED FLOOR ELEVATION=876.16'
BIKE RACK
7.1 L.F., 6" PVC, SLOPE:0.74% INV-UP=870.03 INV-DOWN=870.21
DUTCHMAN DRIVE
35.1 L.F., 15" RCP, SLOPE:1.00% INV-UP=864.09 INV-DOWN=864.34
18.00' (TYP)
24.00' (TYP)
STM3 - 36"ø MH CASTING:HAALA CONE GRATE PART #:CGSM30 OR EQUAL AS APPROVED BY ENGINEER RIM:874.50' INV IN:870.21 6" PVC INV OUT:870.21 12" RCP
EXISTING WATER AND SANITARY SERVICES (TYP)
UNIT 4 FINISHED FLOOR ELEVATION=872.69'
UNIT 5 FINISHED FLOOR ELEVATION=873.27'
UNIT 6 FINISHED FLOOR ELEVATION=873.86'
ROOF DRAIN STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
ROOF DRAIN STORM SYSTEM (TYP)
149.9 L.F., 12" RCP, SLOPE: 0.50% INV-UP=870.21 INV-DOWN=869.46
STM5 - 36"ø MH CASTING:HAALA CONE GRATE PART #:CGSM30 OR EQUAL AS APPROVED BY ENGINEER RIM:857.23' INV IN 4"ø HOLE:855.00' INV IN:864.23 4" PVC INV OUT:864.23 15" RCP
NORTHWEST POND
STM4 - 36"ø MH CASTING:R-2549 RIM:872.49' INV IN:869.46 12" RCP INV OUT:869.46 12" RCP
INSTALL 6"ø PVC SANITARY SERVICE, MIN. BURY OF 7.50' (TYP)
INSTALL 1.25"ø WATER SERVICE, MIN. BURY OF 7.50' (TYP)
75.1 L.F., 12" RCP, SLOPE:0.47% INV-UP=859.46 INV-DOWN=862.11
57.8 L.F., 15" RCP, SLOPE:0.50% INV-UP=864.23 INV-DOWN=863.94
5.2 L.F., 4" PVC, SLOPE:0.00% INV-UP=864.23 INV-DOWN=864.23
EXISTING STORM STRC. STM1 - 48"ø MH CASTING: EXISTING RIM:873.89' CORE DRILL NEW HOLE, INV IN:868.80 12" RCP
INSTALL 8'L X 4'W X 2" THICK INSULATION BOARD(S) TO ACHIEVE 7.50' MIN. COVER. EVERY 2" BOARD EQUALS 1.00' OF COVER. AT A MIN. OF 0.50' ABOVE WATER AND SANITARY SERVICES, MIN. OF 1.00' BELOW SURFACE. R-19 OR BETTER RATING (TYP)
DRAINAGE SWALE, SEE GRADING PLAN FOR MORE DETAIL (TYP)
WALKING PATH TO PARK
EXISTING STORM STRC. STM5 - 48"ø MH CASTING: EXISTING RIM:859.24' INV IN:863.94 15" RCP
CONNECT TO EXISTING WITH NEW 8"ø PVC
INSTALL 8"ø CLEAN OUT
INSTALL 8"ø CLEAN OUT
INSTALL 8"ø CLEAN OUT
MARRS STREET
EXISTING 8"ø SANITARY
EXISTING 8"ø WATER
6"ø PVC, MIN. SLOPE=0.52%
INSTALL 8" BY 6"ø WYE
8"ø PVC, MIN. SLOPE=0.52%
INSTALL 1.25"ø CURB STOP
INSTALL 1.25"ø WATER SERVICE FROM THE 2.5"ø COOPER PRIVATE INTERCEPTOR WATER SERVICE, MIN. BURY 7.50'
INSTALL 8" BY 6"ø WYE
INSTALL 1.25"ø CURB STOP
PROPERTY LINE (TYP)
INSTALL A NEW CAP WITH 2.5"ø COOPER TAPPED END
2.5"ø COOPER PRIVATE INTERCEPTOR WATER SERVICE, MIN. BURY 7.50'
CITY PARK
STM2 - 48"ø MH CASTING:R1589 RIM:872.34' INV IN:869.11 12" RCP INV OUT:869.11 12" RCP
62.0 L.F., 12" RCP, SLOPE: 0.50% INV-UP=869.11 INV-DOWN=868.80
UNITY ROAD
EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1518 BRYANT AVENUE • EAU CLAIRE, WI 54703
PH (715) 831-0054 • FAX: (715) 831-0057
C & E LIGHTHOUSE - PALISADES CONDO
UTILITY PLAN
CITY OF CHIPPEWA FALLS, WI
DRAWN BY: MAE
CHK BY: DHK
DATE: 08-31-18
JOB NO: 18100
DWG NAME: C105
VERSION: --/--/--
PAGE NO: C105


TERRENCE STREET
PROPERTY LINE (TYP)
NORTHEAST POND
DRAINAGE SWALE, SEE GRADING PLAN FOR MORE DETAIL (TYP)
STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
DRAINAGE SWALE, SEE GRADING PLAN FOR MORE DETAIL (TYP)
R15.00'
R15.00'
320.14'
R30.00'
R8.14'
SOUTHEAST POND
EXISTING BUILDING
NORTH
0 10 20 40
UNIT 1
UNIT 2
UNIT 3
ROOF DRAIN STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
BIKE RACK
BIKE RACK
DUTCHMAN DRIVE
331.06'
R5.00'
18.00' (TYP)
24.00' (TYP)
R10.00'
R10.00'
35.94'
R7.33'
R10.00'
UNIT 4
UNIT 5
UNIT 6
BIKE RACK
BIKE RACK
ROOF DRAIN STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
HATCH INDICATES RIVER ROCK AROUND SHRUBS W/ EDGING (TYP)
ROOF DRAIN STORM SYSTEM (TYP)
GARBAGE ENCLOSURE, SEE ARCHITECT'S PLAN
NORTHWEST POND
R5.00'
PARKING STALL COUNT, PER AREA
WATER AND SANITARY SERVICES, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
DRAINAGE SWALE, SEE GRADING PLAN FOR MORE DETAIL (TYP)
WALKING PATH TO PARK
R10.00'
R10.00'
R10.00'
R10.00'
33.00'
MARRS STREET
370.00'
L=50.41'
R20.00'
UNITY ROAD
STORM SEWER PIPE, SEE UTILITY PLAN FOR MORE DETAIL (TYP)
CITY PARK
PROPERTY LINE (TYP)
LANDSCAPE (NEW TREES AND SHRUBS):
NORWAY OR RED MAPLE: 1-1/2" DIAMETER
GREENSPIRE, REDMOND OR STERLING LINDEN: 1-1/2" DIAMETER
JUNIPER, ARBORVITAE, JAPANESE RED LEAF OR CRIMSOM PYGMY BARBERRY: 1' - 3' HIGH
POTENTILLA, GOLDFLAME SPIREA OR ORNAMENTAL GRASSES: 2'-3' HIGH
SMALLER TREES FOR AREAS NEAR BUILDINGS AND UTILITIES, AMUR MAPLE, IVORY SILK LILAC, SERVICEBERRY, THORNLESS HAWTHORNE, UPRIGHT FLOWERING CRABAPPLE.
ADJUST PLANTINGS BASED ON UTILITY LOCATIONS AND FINAL PLACEMENT OF LIGHTING. ALL TREE AND SHRUB PLANTINGS MUST CONFORM TO THE CITY OF CHIPPEWA FALLS RECOMMENDATIONS FOR PLANTINGS ON THE CITY WEBSITE.
EVERYDAY SURVEYING & ENGINEERING
d/b/a KRAMER LAND DESIGN
1939 SPECHT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0951 • FAX: 831-0953 • EMAIL: KRAMERLD@WEB.NET
MAE
DHK
08-31-18
181100
C106
---/--/--
C & E LIGHTHOUSE - PALISADES CONDO
LANDSCAPE PLAN
CITY OF CHIPPEWA FALLS, WI
C106



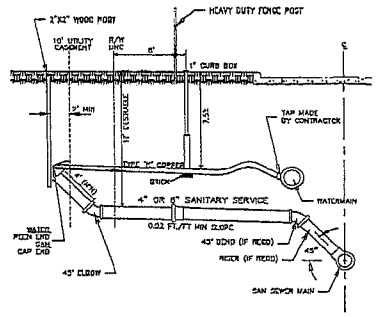
NOTES:
* WOOD POSTS SHALL BE A MINIMUM SIZE OF 1-½" X 1-½" OF EITHER OAK OR HICKORY.
** ADDITIONAL WOOD POST OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS.
*** ADDITIONAL DEPTH OF WOOD POST MAY BE REQUIRED IN UNSTABLE SOILS.
**** TRENCH SHALL BE A MINIMUM OF 4" WIDE & 6" DEEP TO BURY AND ANCHOR THE SILT FENCE FABRIC.

ERO 1 — SILT FENCE
(DNR STD 1056)
N.T.S.



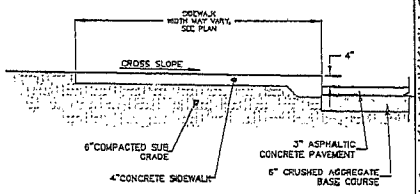
NOTES:
BOTTOM OF THE GEOTEXTILE FABRIC TYPE FF IS BURIED IN THE TRENCH, THE SAME AS WHEN IT IS INSTALLED AS SILT FENCE.

ERO 4 — STORM DRAIN INLET PROTECTION
(DNR STD 1056)
N.T.S.

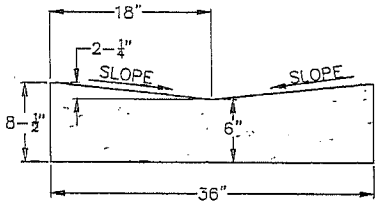


NOTE:
TAP WATER MAIN ON 45° WITH WRPL.
SANITARY SERVICE TO BE INSTALLED AT A MINIMUM GRADE OF 1/4" PER FOOT UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
MINIMUM SEPARATION BETWEEN SERVICES SHALL BE 12" VERTICAL AND 18" HORIZONTAL.
SERVICES SHALL BE EXTENDED A MINIMUM OF 2' BEYOND THE UTILITY EASEMENT.

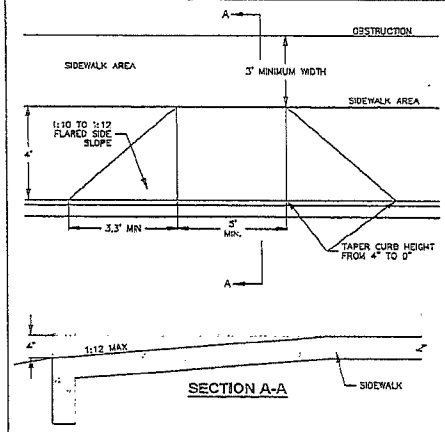
WAT 7 — WATER AND SEWER SERVICE DETAIL
N.T.S.



SITE 9A — 4" SIDEWALK CURB
N.T.S.

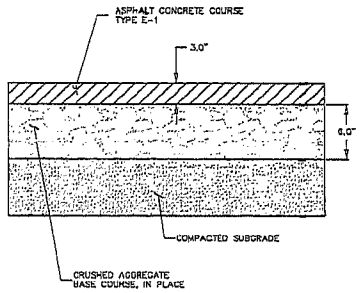


SITE 16 — 36" WIDE CONCRETE CURB & GUTTER
N.T.S.



NOTES:
1) TRUNCATED DOME PANELS NOT REQUIRED FOR COMMERCIAL SITES.
2) THE SURFACE TEXTURE SHALL BE A COARSE BROOMED FINISH. TRANSVERSE TO THE SLOPE OF THE RAMP.

SITE 23A — 4" SIDEWALK CURB ADA RAMP
N.T.S.



SITE 34 — PARKING LOT ASPHALT SECTION
N.T.S.

EVERYDAY SURVEYING & ENGINEERING
drawn KRAMER LAND DESIGN
N16 W23033 RIVERWOOD DR. • PEWAUKEE, WI 53072
PH: (262) 691-0651 • FAX: (262) 691-0652

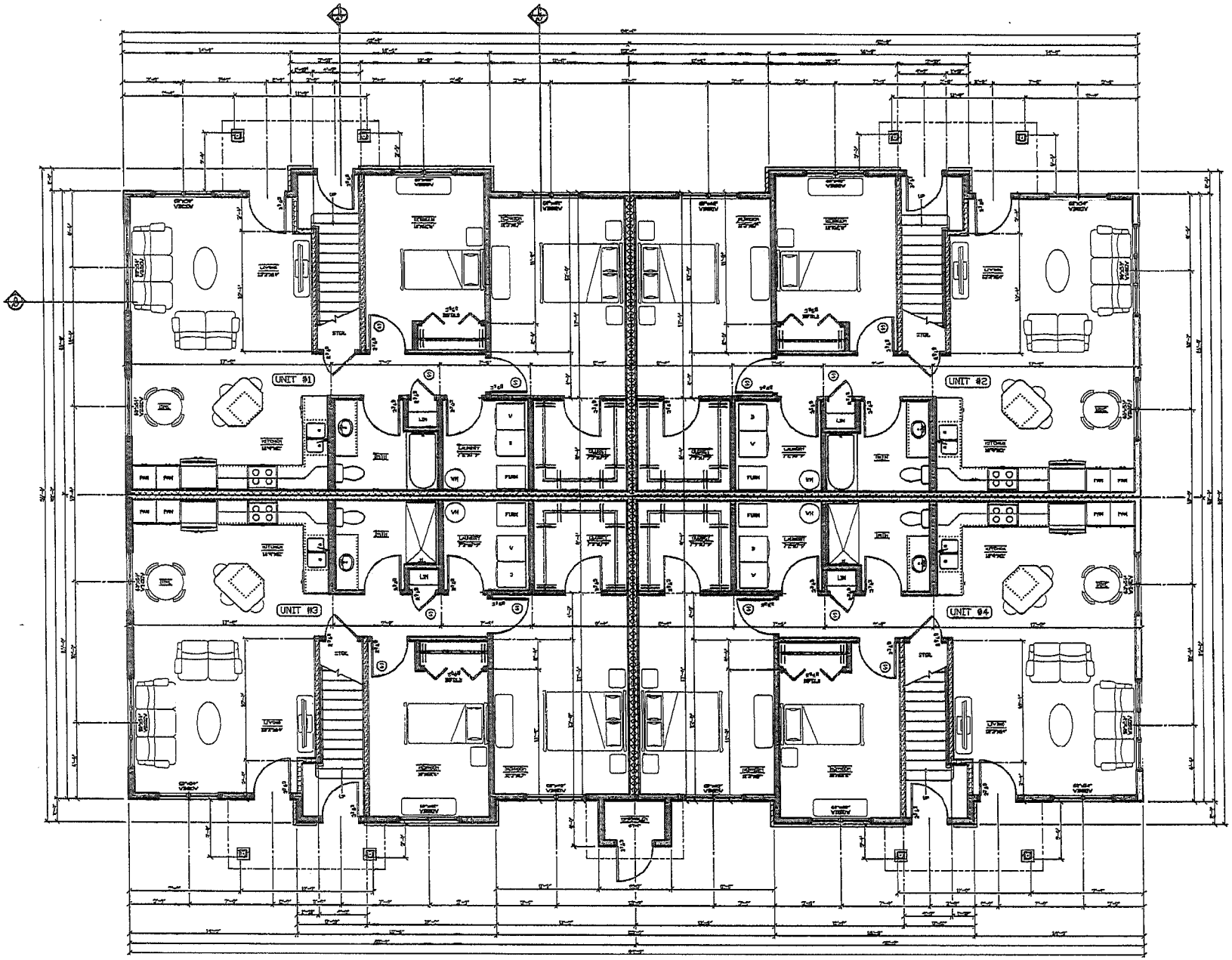
JOB NO.	18100
DWG NAME	C500 DETAILS
DATE	--/--/--
DRN BY	DMK
CHK BY	MAE
DATE	08-31-18

C & E LIGHTHOUSE - PALISADES CONDO
CONSTRUCTION DETAILS
CITY OF CHIPPEWA FALLS, WI

PAGE NO. C500

Attachment E

Building Plans



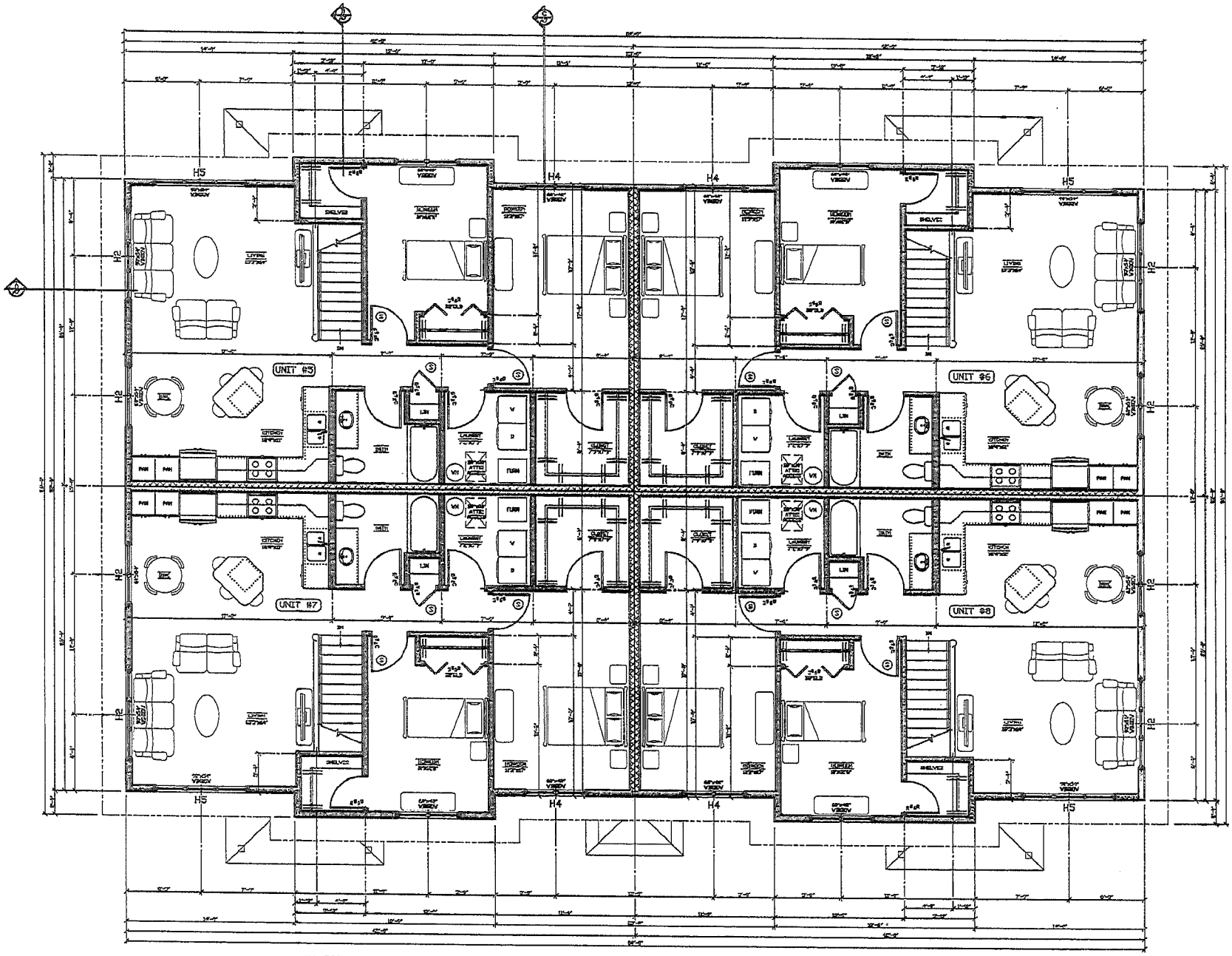
VALL TYPES

- INDICATES NON-RATED EXTERIOR & INTERIOR WALL FRAMING
  TYPICAL INTERIOR WALL FRAMING
  2"x4" STUDS @ 16" O.C. WITH 1/2" SHEETROCK EACH SIDE
  2"x6" STUDS AT PLUMBING WALLS
- INDICATES 1 HOUR RATED COMMON WALL FRAMING SETWEEN UNITS
- INDICATES 1 HOUR RATED EXTERIOR WALL (EAST END ONLY)
  EAST WALL SURFACE (SEE SHEETS - WINDOWS (SEE SHEET) = 0.4% OPENINGS.
- INDICATES 1 HOUR RATED SEPARATION WALLS (FIRST FLOOR) ON EACH SIDE OF STAIRWELL
  CCC SECTION "A/A" FOR FRAMING INFORMATIONS
  NOTE: UNDERSIDE OF STAIR IS ALSO 1 HOUR RATED.
  CCC SECTION "B/B" FOR FRAMING INFORMATIONS

1 FIRST FLOOR PLAN
A0 1/4" = 1'-0"

S - INDICATES AN APPROVED SMOKE DETECTOR AS PER ISC 907.8.6

NOTES:
- CONTRACTOR TO VERIFY ALL DIMENSIONS.
- INTERIOR COMMON WALLS HAVE 3/8" SHEETROCK HAULER WITH
  6d COOLER OR WALLBOARD HAULS @ 7" O.C. MAX. TO STORE AND TOP & BOTTOM PLATES.
- ALL WALLS ON CONCRETE TO HAVE TREATED BOTTOM PLATES.



WALL TYPES

- INDICATES NON-RATED EXTERIOR & INTERIOR WALL FRAMING
  TYPICAL INTERIOR WALL FRAMING
  2"x4" STUDS @ 16" O.C. WITH 1/2" SHEETROCK EACH SIDE
  (2"x6" STUDS AT PLUMBING WALLS)
- INDICATES 1 HOUR RATED CORNER WALL FRAMING BETWEEN UNITS
- INDICATES 1 HOUR RATED EXTERIOR WALL (EAST END ONLY)
  EAST WALL SURFACE (SEE SHEET) = VINEVIEW (SEE SHEET) = ENC SPECIFIED

SECOND FLOOR PLAN

N

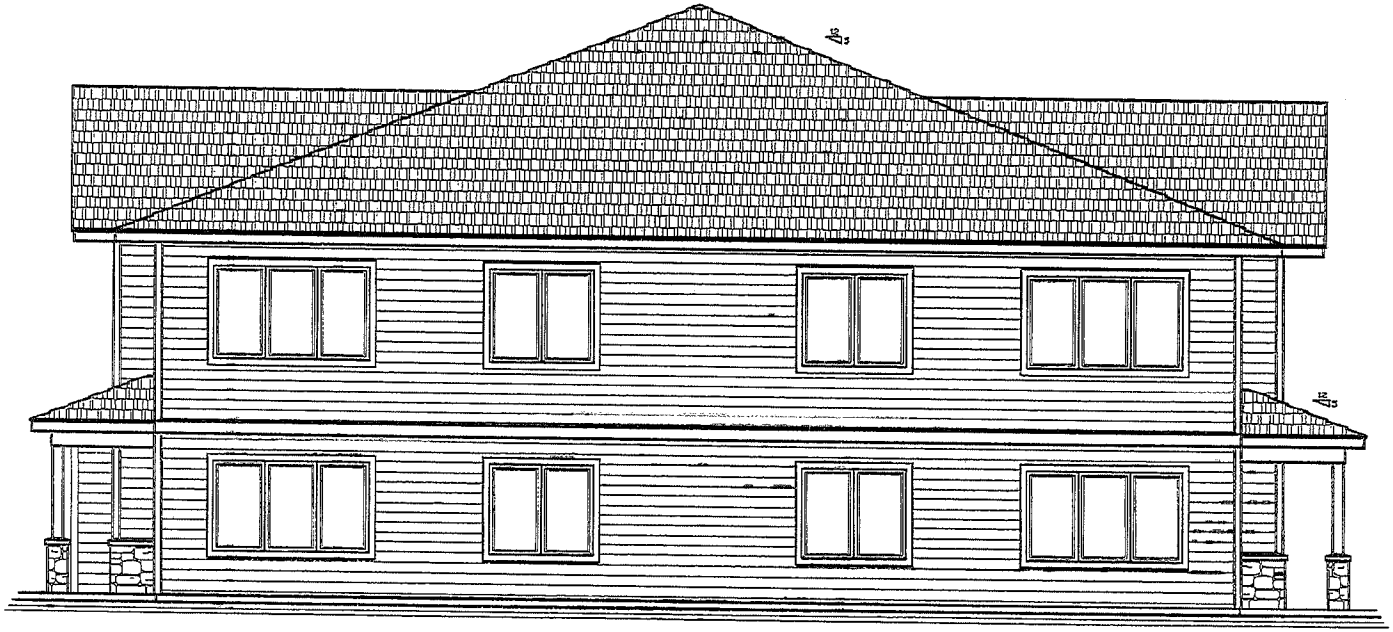
(S) - INDICATES AN APPROVED SMOKE DETECTOR AS PER ISC 7672.2

NOTES:
- CONTRACTOR TO VERIFY ALL DIMENSIONS.
- INTERIOR CORNER WALLS HAVE 5/8" SHEETROCK NAILED WITH
  6d COOLER OR WALLBOARD NAILS @ 7" O.C. MAX. TO STUDS AND TOP & BOTTOM PLATES.
- ALL WALLS IN CONCRETE TO HAVE TREATED BOTTOM PLATES.

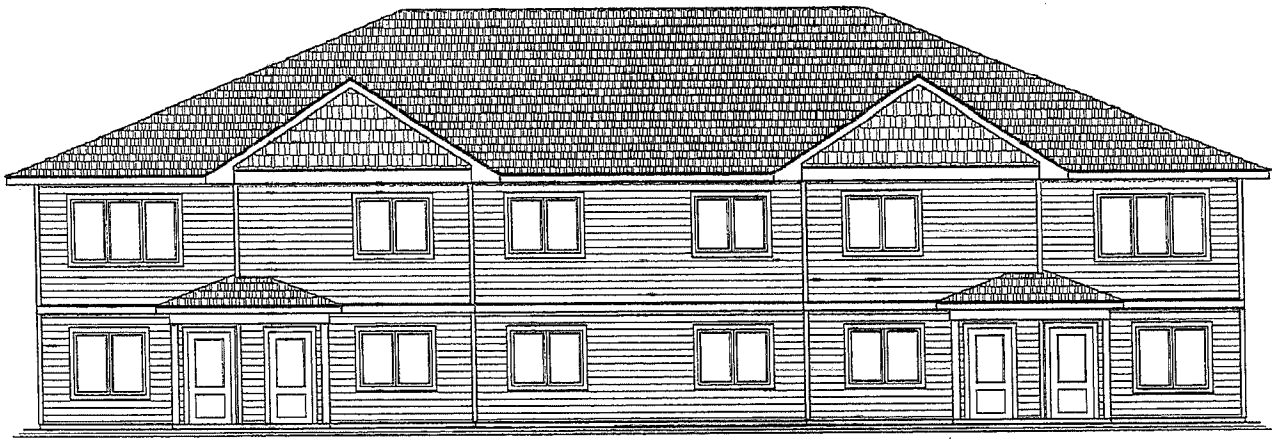
HEADER SCHEDULE			
SYMBOL	HEADER	STUDS UNDER HDR	LAM STUDS
H1	CD 2"x6" @2 SPF HEADER	* &	-
H2	CD 2"x10" @2 SPF HEADER	2	1
H3	CD 2"x10" @2 SPF HEADER	** -	-
H4	CD 2"x10" @2 SPF HEADER	2	1
H5	(2) 1 3/4" x 9 1/4" LSL LVL	2	1

(2) 2"x6" HEADERS UNLESS OTHERWISE NOTED.
* STAIR HEADER COURT IN JOIST SPACES
** PORCH HEADER

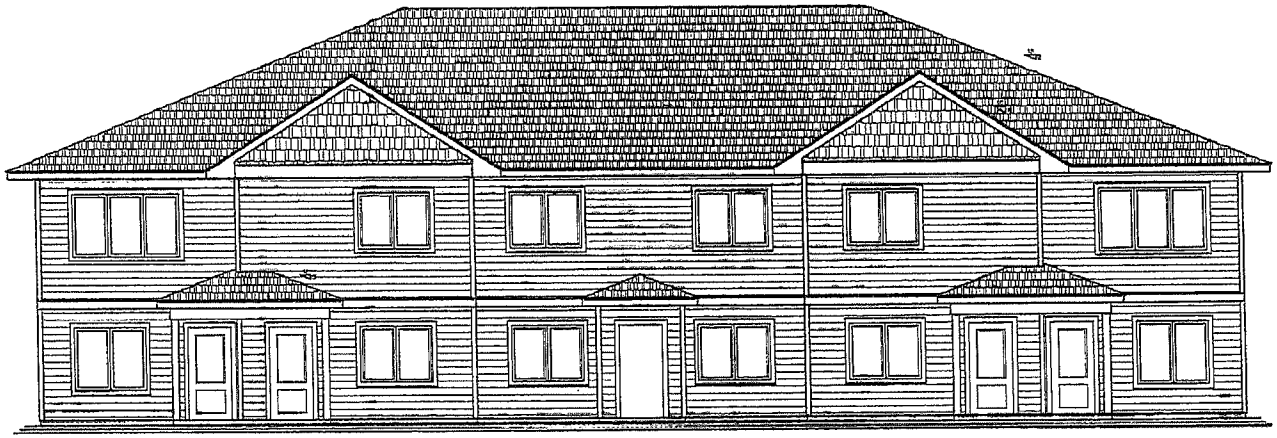
4 / A6 SOUTH ELEVATION
1/8" = 1'-0"
(NORTH ELEVATION SIMILAR)



3 / A6 EAST ELEVATION
1/8" = 1'-0"
(WEST ELEVATION SIMILAR)



1 / A1 NORTH ELEVATION
1/8" = 1'-0"



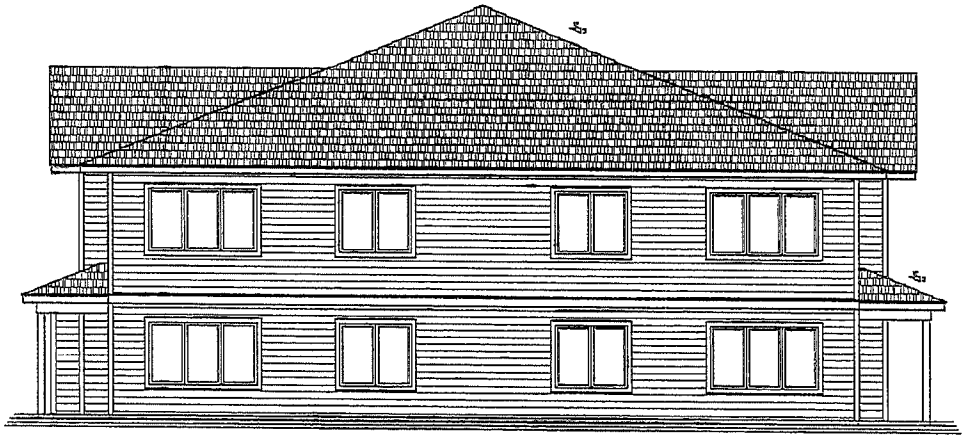
2 / A1 SOUTH ELEVATION
1/8" = 1'-0"

ROBERT JOHNSON
5201 STONEWOOD DRIVE
EAU CLAIRE, WI 54703
CELL (715) 833-5330

C&E LIGHTHOUSE PROPERTIES
CHIPPEWA FALLS, WI

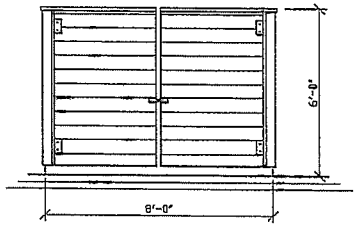
ORIGINAL:
9-31-18
REVISIONS:

A1
1 of 2

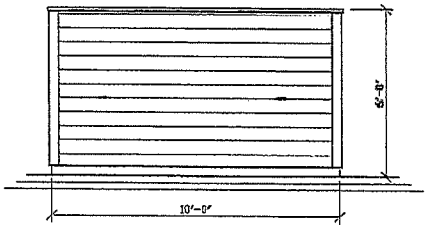


1 / A2 EAST ELEVATION
1/4" = 1'-0"

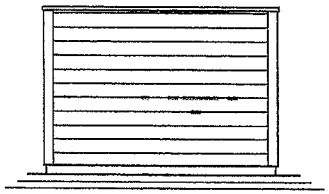
(WEST ELEVATION SIMILAR)



2 / A2 FRONT ELEVATION
1/4" = 1'-0"



3 / A2 SIDE ELEVATION
1/4" = 1'-0"



4 / A2 REAR ELEVATION
1/4" = 1'-0"

TYPICAL RECYCLING CENTER ENCLOSURE

ROBERT JOHNSON
5201 STONEWOOD DRIVE
EAU CLAIRE, WI 54703
CELL: (715) 828-0330

C&E LIGHTHOUSE PROPERTIES
CHIPPEWA FALLS, WI

ORIGINAL: 8-31-18
REVISIONS:

A2
2 OF 2

Attachment F

Condominium Documentation

Document No.

DECLARATION OF CONDOMINIUM

RETURN TO:
Ruder Ware, L.L.S.C.
Attn: Paul J. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

See attached Exhibit A.
Parcel Numbers

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM (this "Declaration"), is made effective as of August 29, 2018 (the "Effective Date"), by **CE LIGHTHOUSE PROPERTIES, LLC**, a Wisconsin limited liability company (the "Declarant").

1. DECLARATION

Declarant hereby declares that it is the sole owner of the Land (as defined in Section 2.2), together with all improvements located thereon and all easements, rights, and appurtenances pertaining thereto (the "Property"), and further declares that the Property is hereby submitted to the condominium form of ownership as provided in Chapter 703, Wisconsin Statutes (the "Condominium Ownership Act").

2. NAME, DESCRIPTION OF PROPERTY

2.1 Name. The name of the condominium created by this Declaration (the "Condominium") is **PALISADES CONDOMINIUM.**

2.2 Legal Description. The land comprising the Property (the "Land") is located in the City of Chippewa Falls, County of Chippewa, State of Wisconsin, and is legally described on **Exhibit A** attached hereto and made a part hereof.

2.3 Address. The address of the Condominium is 1750 Hallie Road, Suite #1, Chippewa Falls, WI 54729.

3. DESCRIPTION OF UNITS

3.1 Identification of Units. The Condominium shall initially consist of six (6) units (individually a "Unit" and collectively the "Units") located in the buildings (individually, a "Building" and, collectively, the "Buildings") identified on the condominium plat attached hereto as **Exhibit B** and made a part hereof (the "Condominium Plat"), together with the Common Elements as described in Article 4 below. The Condominium Plat shows floor plans for each Unit showing the layout, boundaries, and dimensions of each Unit. The Units shall be identified as Units 1 through 6, inclusive, as numbered on the Condominium Plat. Each owner of a Unit is referred to as a "Unit Owner." When a Unit has been sold under a land contract, the purchaser (and not the vendor) shall be the Unit Owner.

3.2 Boundaries of Units. The boundaries of each Unit shall be as follows:

(a) **Upper Boundary.** The upper boundary of the Unit shall be the exterior surface of the roof above the highest level of the living area, extended to an intersection with the perimetrical boundaries.

(b) **Lower Boundary.** The lower boundary of the Unit shall be the lower surface of the bottom of the unfinished floor of the lowest level of the Unit extended to an intersection with the perimetrical boundaries.

(c) **Perimetrical Boundary.** The perimetrical boundaries of the Unit shall be vertical planes of the exterior of the perimeter walls extending in either case to the intersections with each other and with the upper and lower boundaries.

It is intended that the surface of each plane described above (be it drywall, tiles, wallpaper, paneling, carpeting, or otherwise covered) is included as part of each defined Unit. Furthermore and notwithstanding any provision to the contrary herein, all aspects inside and on the exterior of each Building are to be considered part of the Units of such Building, and not part of the Common Elements.

3.3 Additional Items Included as Part of Unit. The Unit shall also include each of the following items that serve such Unit exclusively, whether or not located within the boundaries described in section 3.2:

(a) Windows, balconies, doors, and garage doors (with all opening, closing, and locking mechanisms and all hardware) that provide direct access to or within the Unit.

(b) Interior lights and light fixtures.

(c) Cabinets.

(d) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(e) Telephone, fax, cable television, computer, Internet, stereo, or other sound systems, if any, including outlets, switches, hardware, and other appurtenances serving them.

(f) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(g) The foundations, columns, pilasters, girders, beams, supports, main walls within each Building (which shall be defined as exterior walls and surfaces, structural walls, roof trusses, and roofs);

(h) The heating, ventilating, and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit.

(i) Those structural components of each Building and any portion of the plumbing, electrical, or mechanical systems of the Building serving more than one (1) Unit or another Unit, even if located within the Unit.

Notwithstanding any provision to the contrary herein, all aspects inside and on the exterior of each Building are to be considered part of the Units of such Building, and not part of the Common Elements.

3.4 Unbuilt Units. The Unit Owners of all Units within any Building not yet constructed shall have the right, at their sole cost and expense, to construct such Building in accordance with the Condominium Plat. Until such Building has been substantially completed, such Unit Owners shall bear the entire cost of construction, maintenance, repair, and insurance of the Building, and shall maintain builder's risk insurance for such Building. Upon substantial completion of any Building, the Unit Owners thereof shall notify the Association, at which point such portions of the Building that are Common Elements shall be maintained, repaired, replaced, and insured by the Association, and the costs thereof shall be Common Expenses. A Building shall be considered "substantially complete" if it houses any Unit for which an occupancy permit has been issued.

4. COMMON ELEMENTS; LIMITED COMMON ELEMENTS

4.1 Common Elements. The common elements (the "Common Elements") are all of the Condominium except for the Units. The Common Elements include, without limitation, the following:

(a) The Land;

(b) The paved driveway, private streets, pedestrian walkways, if any, situated on the Land;

(c) Underground water and sewer utilities serving multiple Units; and

(d) Any other portion of the improvements to the Land that is not part of a Unit as described above.

4.2 Limited Common Elements. Certain Common Elements as described in this Section shall be reserved for the exclusive use of the Unit Owners of one or more but less than all Units. Such Common Elements shall be referred to collectively as "Limited Common Elements." The following Common Elements shall be reserved for the exclusive use of one or more Unit Owners as described herein:

(a) All sidewalks and access ways attached to, leading directly to or from, or adjacent to each Unit; and

(b) The parking spaces identified on the Condominium Plat as designated and reserved for any Unit, if any.

4.3 Conflict Between Unit Boundaries; Common Element Boundaries.

(a) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then the existing physical boundaries of such Units or Common Elements shall be conclusively presumed to be the boundaries of such Units or Common Elements, regardless of the variations between the physical boundaries described in Sections 3.2 and 3.3 or elsewhere in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such Units or Common Elements.

(b) If any portion of the Common Elements shall encroach on any Unit, or if any Unit shall encroach on any other Unit or on any portion of the Common Elements as a result of the duly authorized construction, reconstruction, or repair of a Building, or as a result of settling or shifting of a Building, then a valid easement for the encroachment and for its maintenance shall exist so long as such Building stands; provided, however, that if any such encroachment or easement materially impairs any Unit Owner's enjoyment of the Unit owned by such Unit Owner or of the Common Elements in the judgment of the Board of Directors of the Association (as defined below), such encroachment shall be removed or just compensation shall be provided to each injured Unit Owner within ninety (90) days of the discovery of the encroachment.

(c) Following any change in the location of the boundaries of the Units under this Section 4.3, the square footages of all affected Units or Common Elements shall continue to be determined by the square footages, if any, shown on the Condominium Plat for all purposes under this Declaration.

5. PERCENTAGE INTERESTS; VOTING

5.1 Percentage Interests. The undivided percentage interest in the Common Elements (the "Percentage Interest") appurtenant to each Unit shall be a percentage equal to one divided by the total number of Units. If the number of Units changes due to expansion of the Condominium under Article 6, the Percentage Interest shall be recalculated. Initially, each Unit's Percentage shall be 16.67%.

5.2 Conveyance, Lease, or Encumbrance of Percentage Interest. Any deed, mortgage, or other instrument purporting to convey, encumber, or lease any Unit shall be deemed to include the Unit Owner's Percentage Interest in the Common Elements and in the insurance proceeds or condemnation awards even though such interest is not expressly described or referred to therein.

5.3 Voting. Each Unit shall have one (1) vote appurtenant to such Unit at meetings of the Association (as defined in Article 8).

5.4 Multiple Owners. If there are multiple owners of any Unit, their votes shall be counted in the manner provided in the Bylaws.

5.5 Limitations on Voting Rights. No Unit Owner shall be entitled to vote on any matter submitted to a vote of the Unit Owners until the Unit Owner's name and current mailing address, and the name and address of the Mortgagee of the Unit, if any, has been furnished to the secretary of the Association. The bylaws of the Association may contain a provision prohibiting any Unit Owner from voting

on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit and the amount necessary to release the lien has not been paid at the time of the voting.

6. RIGHT TO EXPAND [INTENTIONALLY OMITTED]

7. CONDOMINIUM ASSOCIATION

7.1 General. Following the conveyance of the first Unit to any person other than Declarant, all Unit Owners shall be entitled and required to be a member of an association of Unit Owners known as **PALISADES CONDOMINIUM ASSOCIATION, INC.** (the "Association"), which shall be responsible for carrying out the purposes of this Declaration, including exclusive management and control of the Common Elements and facilities of the Condominium, which may include the appointment and delegation of duties and responsibilities hereunder to a committee or subcommittee commissioned by the Association for that purpose. The Association shall be incorporated as a nonstock corporation under the laws of the State of Wisconsin. The powers and duties of the Association shall include those set forth in the Association's articles of incorporation (the "Articles") and bylaws (the "Bylaws"), the Condominium Ownership Act, this Declaration, and Chapter 181, Wisconsin Statutes (the "Wisconsin Nonstock Corporation Law"). All Unit Owners, tenants of Units, and all other persons and entities that in any manner use the Property or any part thereof shall abide by and be subject to all provisions of all rules and regulations of the Association (collectively, the "Rules and Regulations"), this Declaration, the Articles, and Bylaws. The Association shall have the exclusive right to promulgate, and to delegate the right to promulgate, the Rules and Regulations from time to time and shall distribute to each Unit Owner the updated version of such Rules and Regulations upon any amendment or modification to the Rules and Regulations. Any new rule or regulation or any revision to an existing rule and regulation shall become effective immediately upon distribution to the Unit Owners.

7.2 Declarant Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium and pay all expenses thereof until a Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed on, Declarant under this Declaration through its duly authorized agent. After a Unit has been sold to any person other than the Declarant, except as provided in Section 7.3, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law from the date the first Unit of this Condominium is conveyed by the Declarant to any person other than Declarant, until the earliest of: (a) ten (10) years from such date, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Percentage Interest to purchasers, assuming that the Condominium has been fully expanded under Article 6; or (c) thirty (30) days after the Declarant's election to waive its right of control.

7.3 Board of Directors. The affairs of the Association shall be governed by a Board of Directors. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least twenty-five percent (25%) of the directors on the Board of Directors. Within thirty (30) days after the conveyance of fifty percent (50%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors.

7.4 Maintenance and Repairs.

(a) **By Association.** The Association shall be responsible for the management and control of the Common Elements and Limited Common Elements (except patios and balconies) and shall maintain the same in good, clean, and attractive order and repair, and shall have an easement over the entire Condominium for the purpose of carrying out these responsibilities. In addition, the Association shall be responsible for providing and maintaining all Limited Common Elements; for snow plowing all sidewalks, driveways, private streets, parking areas; and the maintenance, repair, and replacement of all outdoor amenities, including lawns, landscaping, sidewalks, bicycle paths, driveways, and parking areas. The Association shall be responsible for repairing and replacing when necessary any Common Elements and Limited Common Elements.

(b) **By Unit Owner.** Each Unit Owner shall be responsible for the maintenance, repair, and replacement of all other improvements constructed within the Unit (including the electrical, heating, and air conditioning systems serving such Unit, and including any ducts, vents, wires, cables, or conduits designed or used in connection with such electrical, heating, or air conditioning systems), and for the maintenance (but not the repair or replacement of) exterior patio areas or balconies appurtenant to the Unit, except to the extent any repair cost is paid by the Association's insurance policy described in Section 9.11.

Each Unit shall at all times be kept in good condition and repair. If any Unit or portion of a Unit for which a Unit Owner is responsible falls into disrepair so as to create a dangerous, unsafe, unsightly, or unattractive condition, or a condition that results in damage to the Common Elements, the Association, upon fifteen (15) days' prior written notice to the Unit Owners of such Unit, shall have the right to correct such condition or to restore the Unit to its condition existing before the disrepair, or the damage or destruction if such was the cause of the disrepair, and to enter into such Unit for the purpose of doing so, and the Unit Owners of such Unit shall promptly reimburse the Association for the cost thereof. All amounts due for such work shall be paid within ten (10) days after receipt of written demand therefor, or the amounts may, at the option of the Association, be levied against the Unit as a Special Assessment under Section 7.7.

(c) **Damage Caused by Unit Owners or Occupants.** To the extent (i) any cleaning, maintenance, repair, or replacement of all or any part of any Common Elements or the Unit is required as a result of the negligent, reckless, or intentional act or omission of any Unit Owner, tenant, or occupant of a Unit, or (ii) any cleaning, maintenance, repair, replacement, or restoration of all or any part of any Common Element or the Unit is required as a result of an alteration to a Unit by any Unit Owner, tenant, or occupant of a Unit, or the removal of any such alteration (regardless of whether the alteration was approved by the Association or any committee thereof), or (iii) the Association must restore the Common Elements or the Unit following any alteration of a Common Element or Limited Common Element required by this Declaration, or the removal of any such alteration, the Unit Owner that committed the act or omission or that caused the alteration, or the Unit Owners of the Unit occupied by such tenant or occupant or responsible for such guest, contractor, agent, or invitee, shall pay the cost of such cleaning, maintenance, repair, replacement, and restoration.

7.5 Common Expenses. Any and all expenses incurred by the Association in connection with the management, maintenance, repair, and replacement of the Condominium, maintenance of the Common Elements and other areas described in Section 7.4, and administration of the Association shall be deemed to be common expenses (the "Common Expenses"), including, without limitation, expenses incurred for: landscaping and lawn care; snow shoveling and plowing; improvements to the Common Elements; common grounds security lighting; municipal utility services provided to the Common Elements; trash collection; and maintenance and management salaries and wages.

7.6 **General Assessments.** The Association shall levy monthly general assessments (the "General Assessments") against the Unit Owners for the purpose of maintaining a fund from which Common Expenses may be paid. The General Assessments against the Unit Owners shall be assessed in proportion to their Percentage Interests. General Assessments shall be due in advance on the first day of each month, or in such other manner as the Association may set forth in the Bylaws. Any General Assessment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the assessment becomes due as provided in the Condominium Ownership Act. Notwithstanding the foregoing, any Unit for which an occupancy permit has not been issued shall be exempt from General Assessments until the occupancy permit is issued. If, however, any Unit is so exempt, the General Assessments payable by the nonexempt Unit Owners shall not exceed the amount set forth in the budget per Unit that they would be charged if the Condominium were fully built out, with all Units and Common Elements completed, and all Units in the Condominium were subject to full General Assessments. If this results in the total General Assessments being insufficient to cover the total Common Expenses, the deficit shall be assessed pro rata (based on their respective interests in the Common Elements) to the Unit Owners of the exempt Units. Furthermore, if the Association has established a reserve account, (a) no reserve fund assessments shall be levied against any Unit until a certificate of occupancy has been issued for that Unit, and (b) payment of any reserve fund assessments against any Unit may be deferred until the earlier to occur of (i) the first conveyance of such Unit, or (ii) five years from the date exterior construction of the Building in which the Unit is located has been completed.

7.7 **Special Assessments.** The Association may, whenever necessary or appropriate, levy special assessments (the "Special Assessments") against the Unit Owners, or any of them, for deficiencies in the case of destruction or condemnation as set forth in Section 10.5 and Section 11.5; for defraying the cost of improvements to the Common Elements; for the collection of monies owed to the Association under any provision of this Declaration, including, without limitation, Section 7.4 and Article 14, or for any other purpose for which the Association may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine. Any Special Assessment or installment not paid when due shall bear interest until paid, as set forth in the Bylaws and, together with the interest, collection costs, and reasonable attorney fees, shall constitute a lien on the Unit on which it is assessed if a statement of condominium lien is filed within two (2) years after the Special Assessment becomes due as provided in the Condominium Ownership Act.

7.8 **Common Surpluses.** If the surpluses of the Association (the "Common Surpluses") should be accumulated, other than surpluses in any construction fund as described in Section 10.6 and Section 11.6, such Common Surpluses may be credited against the Unit Owners' General Assessments in proportion to their respective Percentage Interests or may be used for any other purpose as the Association may determine.

7.9 **Certificate of Status.** The Association shall, upon the written request of an owner, purchaser, or Mortgagee of a Unit (as defined below), issue a certificate of status of lien. Any such party may conclusively rely on the information set forth in such certificate.

7.10 **Management Services.** The Association shall have the right to enter into a management contract with a manager selected by the Association (the "Manager") under which services may be provided to the Unit Owners to create a community environment for the entire Condominium community. Such services may include, without limitation, provision of activity programs, community lounges, and housekeeping services. Certain of such services may be available only on a fee-for-services basis by agreement between the Manager and individual Unit Owners. All amounts payable by the Association to the

Manager under the management contract shall be chargeable to the Owners as a Common Expense. The management contract shall be subject to termination by the Association under Section 703.35 of the Wisconsin Statutes.

8. ALTERATIONS AND USE RESTRICTIONS

8.1 Unit Alterations.

(a) General Restrictions on Alterations. A Unit Owner may make improvements and alterations within its Unit; provided, however, that such improvements or alterations shall not impair the structural soundness or integrity or lessen the structural support of any portion of the Condominium, and do not impair any easement. A Unit Owner may not change the dimensions of or the exterior appearance of a Unit or any portion of the Common Elements without obtaining the prior written permission of the Association, which permission may be denied in the sole discretion of the Association. Any approved improvement or alteration that changes the exterior dimensions of a Unit must be evidenced by recording a modification to this Declaration and the Condominium Plat before it shall be effective and must comply with the then applicable legal requirements for such amendment or addendum. Furthermore, any approved improvements or alterations must be accomplished in accordance with applicable laws and regulations, must not unreasonably interfere with the use and enjoyment of the other Units and the Common Elements, and must not be in violation of any underlying mortgage, land contract, or similar security interest.

(b) Alteration to Adjoining Units. A Unit Owner acquiring an adjoining part of another Unit may remove all or any part of the intervening partition wall or create doorways or other apertures therein. This may be done even if the partition wall may, in whole or in part, be a Common Element, provided that those acts do not impair the structural integrity or lessen the support of any portion of the Condominium, do not reduce the value of the Condominium, and do not impair any easement. The creation of doorways or other apertures is not deemed an alteration of boundaries.

(c) Percentage Interest Upon Acquisition of Adjoining Units. If a Unit Owner acquires all of one or more adjoining Units, the Unit Owner's Percentage Interest shall be equal to the number of Units so combined divided by the total number of Units, and as otherwise provided in Section 5.1 above.

8.2 Separation, Merger, and Boundary Relocation.

(a) General Restrictions. Boundaries between Units may be relocated upon compliance with Wis. Stat. § 703.13(6) and with the written consent of the Association. A Unit may be separated into two or more units only upon compliance with Wis. Stat. § 703.13(7) and with the written consent of the Association. Furthermore, two or more Units may be merged into a single unit only upon compliance with Wis. Stat. § 703.13(8) and with the written consent of the Association. No boundaries of any Units may be relocated, no Unit may be separated, and no Units may be merged hereunder without the consent of all Owners and Mortgagees having an interest in the Unit or Units affected.

(b) Procedure. Any Unit Owner applying for a boundary relocation, Unit separation, or merger of Units shall provide to the Association for review complete plans and specifications for the relocation, separation, or merger, accompanied by a signed statement from a Wisconsin-licensed structural engineer or professional engineer specializing in structural engineering certifying that the alteration described by the plans and specifications will not impair the structural integrity or strength of the building. Furthermore, each Unit Owner applying for a boundary relocation, Unit separation, or merger shall pay the Association's cost of application review and documentation, including, without limitation, any and all engineering, surveying, and legal fees incurred by the Association in considering such application and

preparing any documentation, whether or not the application is ultimately approved. When any boundary relocation, unit separation, or merger would require the approval of the municipality in which the Condominium is located, the applicant shall obtain such approval. The Association may recover any unpaid costs by imposing a Special Assessment against the applicant's Unit. Following any boundary relocation, Unit separation, or merger, the Percentage Interests shall be reallocated as follows:

(1) In the case of a boundary relocation, the Percentage Interests formerly appurtenant to the Units whose boundaries are being adjusted shall be determined as follows: for each resulting Unit (the "Resulting Unit"), the Percentage Interests of the two Units whose boundary is being relocated shall be added together, and multiplied by a fraction, the numerator of which is the square footage of the Resulting Unit, and the denominator of which is the square footage of both Resulting Units. The product is the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association formerly appurtenant to the Units whose boundaries are being adjusted shall be reallocated in the same manner.

(2) In the case of a Unit separation, the Percentage Interests appurtenant to each Resulting Unit shall be determined as follows: for each Resulting Unit, the Percentage Interest appurtenant to the original Unit from which the Resulting Unit is created (the "Original Unit") shall be multiplied by a fraction, the numerator of which is the total square footage of the Resulting Unit, and the denominator of which is the total square footage of all Resulting Units that were originally part of the Original Unit. The product shall be the new Percentage Interest for the Resulting Unit. Furthermore, votes in the Association that were formerly appurtenant to the Original Unit that are to be assigned to the Resulting Units shall be reallocated in the same manner.

(3) In the case of the merger of two or more Units, the Percentage Interests appurtenant to the resulting Unit shall be the combined Percentage Interests of the Units from which the resulting Unit was created. Furthermore, votes in the Association appurtenant to the resulting Unit shall be the combined votes of the Units from which the resulting Unit was created.

(4) An amendment to the Declaration or the plat pursuant to these procedures shall require only the signatures of the Association and the Unit Owners and Mortgagees of the affected Units.

8.3 Use and Restrictions on Use of Unit. Each Unit shall be used for single-family residential purposes and for no other purpose unless otherwise authorized by the Association before the commencement of such use. A Unit shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage, or legal adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted from any Unit. The foregoing restrictions as to residence and use shall not, however, be construed in such a manner as to prohibit a Unit Owner from:

(a) keeping his or her personal business or professional records or accounts in his or her Unit;

(b) handling his or her personal or business records or accounts in his or her Unit; or

(c) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section 8.3 shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

8.4 Nuisances. No nuisances shall be allowed on the Property, nor any use or practice that is unlawful or interferes with the peaceful possession and proper use of the Condominium by the Unit Owners or that would cause an increase in the premiums for insurance required to be maintained by the Association under Section 9.1. All parts of the Condominium shall be kept in a clean and sanitary condition, and no fire or other hazard shall be allowed to exist. No Unit Owner shall permit any use of its Unit or of the Common Elements that increases the cost of insuring the Condominium.

8.5 Lease of Units.

(a) Lease of Units. Each Unit or any part thereof may be rented by written lease, provided that:

(1) The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

(2) The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(b) Liability of Unit Owner. During the term of any lease of all or any part of a Unit, each Unit Owner of such Unit shall remain liable for the compliance of the Unit, such Unit Owner and all tenants of the Unit with all provisions of this Declaration, the Bylaws, and the Rules and Regulations of the Association, and shall be responsible for securing such compliance from the tenants of the Unit. The Association may require that a copy of each lease of all or any part of a Unit be filed with the Association. The restrictions against leasing contained in this Section 8.5 shall not apply to leases of the Units by the Declarant or leases of the Units to the Association.

8.6 Signs. Except as expressly permitted in Wis. Stat. § 703.105, no sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association and, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect appropriate signage for the sales of Units.

8.7 Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage, or waste. All clippings, rocks, or earth must be in containers.

8.8 Storage. Outdoor storage of disabled vehicles or personal property shall not be permitted. No firewood or woodpile shall be kept outside a structure unless it is neatly stacked and screened from street view. No vehicles shall be parked on any yard at any time.

8.9 Pets. Pets are permitted in accordance with the current applicable Rules and Regulations.

8.10 Landscaping. Unit Owners may not plant any decorative plants, vegetables, and shrubbery outside their Unit without the prior written consent of the Association.

9. INSURANCE

9.1 Fire and Extended Loss Insurance. The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Common Elements, for the Unit as originally constructed as of the date the occupancy permit for the Unit was originally issued, and for the Association's service equipment, supplies, and personal property. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage for all improvements to the Unit made after issuance of the original certificate of occupancy and all improvements located therein for not less than the full replacement value thereof. Insurance coverage for the Common Elements shall be reviewed and adjusted by the Board of Directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance maintained by the Association shall be written on the Condominium's Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. The policy shall contain the standard mortgagee clause, which shall be endorsed to provide that any proceeds shall be paid to the Association, as insurance trustee, for the use and benefit of any Mortgagee as its interest may appear. All premiums for such insurance shall be Common Expenses. In the event of damage to or destruction of all or part of the Condominium insured hereunder, the proceeds of the insurance shall be paid to the Association, as insurance trustee, for the Unit Owners and the Mortgagees and distributed as provided in Article 10.

9.2 Public Liability Insurance. The Board of Directors of the Association shall obtain and maintain a comprehensive liability insurance policy insuring the Association, its officers, directors, and the Unit Owners against any liability arising out of the maintenance, repair, ownership, or use of the Common Elements. Liability coverage shall be for at least $1,000,000 per occurrence for personal injury and/or property damage or such higher limit as may be adopted from time to time by the Association. The insurance coverage shall be written on the Condominium in the name of the Association as insurance trustee for the Association, its directors and officers, and for the individual Unit Owners in their respective Percentage Interests. Such insurance policy shall contain a "severability of interest" or cross-liability endorsement, which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or other Unit Owners. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit.

9.3 Fidelity Insurance. Subsequent to the sale by Declarant of the first Unit, the Association shall require or maintain fidelity coverage against dishonest acts by any person responsible for handling the funds belonging to or administered by the Association. The Association shall be named insured and the insurance shall be in an amount of not less than fifty percent (50%) of the Association's annual operating expenses and reserves. All premiums for such insurance shall be Common Expenses.

9.4 Directors' and Officers' Insurance. Subsequent to the conveyance of title by Declarant to the first Unit, the Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

9.5 Mutual Waiver of Subrogation. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the

Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions, or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

9.6 Standards for All Insurance Policies. All insurance policies provided under this Article 9 shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A", as rated in the latest edition of Best's Key Rating Guide, unless the Board of Directors of the Association determines by unanimous vote or unanimous written consent that any policy may be issued by a company having a different rating.

10. RECONSTRUCTION, REPAIR, OR SALE IN THE EVENT OF DAMAGE OR DESTRUCTION

10.1 Determination to Reconstruct or Repair. If all or any part of the Condominium becomes damaged or is destroyed by any cause, the damaged portion shall be repaired or reconstructed except as provided otherwise in this Section 10.1.

(a) **Damage Less Than Five Percent of Replacement Cost.** If the cost to repair or reconstruct the damaged the damaged portion of the Condominium is less than five percent (5%) of the replacement cost of all improvements constituting the Condominium, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization to the Association to repair or reconstruct, as may in the future be needed from time to time, up to such stated amount. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(b) **Damage Equal To or Greater Than Five Percent of Replacement Cost; Insurance Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium, and the insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are sufficient to complete such repair or reconstruction, the damaged portion of the Condominium shall be repaired or reconstructed even if the cost of such repair or reconstruction exceeds the available insurance proceeds. Acceptance by a Unit Owner of a deed to a Unit shall be deemed to be consent to the authorization of the Association to repair or reconstruct, as may in the future be needed from time to time, up to the amount of the available insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium. If such authorization is challenged, whether through action taken at a meeting of the Unit Owners or otherwise, the issue of whether to repair or reconstruct shall be put to a vote of all Unit Owners entitled to vote, and such repair or reconstruction shall be deemed approved if all votes appurtenant to any one (1) Unit are cast in favor of such repair or reconstruction.

(c) **Damage Equal to or Greater Than Five Percent of Replacement Cost; Insurance Not Available.** If the cost to repair or reconstruct the damaged portion of the Condominium is

equal to or greater than five percent (5%) of the replacement cost of all improvements constituting the Condominium and insurance proceeds plus five percent (5%) of the replacement cost of all improvements constituting the Condominium are insufficient to complete such repair or reconstruction, the damaged Condominium shall be repaired or reconstructed unless within thirty (30) days of the date the Association receives repair or reconstruction estimates, the Unit Owners having seventy-five percent (75%) or more of the votes consent in writing to not repair or reconstruct the damaged portion of the Condominium. Delivery of such written consent under the circumstances described in this Section 10.1(c) shall be deemed to be consent to subject the Condominium to an action for partition.

10.2 Plans and Specifications. Any reconstruction or repair shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium, unless (a) the Unit Owners having at least a majority of the votes approve of the variance from such plans and specifications; (b) the Board of Directors authorizes the variance; and (c) in the case of reconstruction of or repair to any of the Units, the Unit Owners of the damaged Units authorized the variance. If a variance is authorized from the maps, plans, and specifications contained in the Condominium Plat or this Declaration, an amendment shall be recorded by the Association setting forth such authorized variance.

10.3 Responsibility for Repair. In all cases after a casualty has occurred to the Condominium (except as otherwise provided in Section 9.1), the Association has the responsibility of reconstruction and repair, and immediately shall obtain reliable and detailed estimates of the cost to rebuild or repair.

10.4 Insurance Proceeds and Construction Fund. Insurance proceeds held by the Association as trustee pursuant to Section 9.1 shall be disbursed by the Association for the repair or reconstruction of the damaged portion of the Condominium. Unit Owners and Mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds unless there is a surplus of insurance proceeds after the damaged portion of the Condominium has been completely restored or repaired as set forth in Section 10.6.

10.5 Assessments for Deficiencies. If the proceeds of insurance are not sufficient to defray the costs of reconstruction and repair by the Association, a Special Assessment shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to the Condominium shall be in proportion to each Unit Owner's Percentage Interest. All assessed funds shall be held and disbursed by the Association as trustee for the Unit Owners and Mortgagees involved.

10.6 Surplus in Construction Funds. All insurance proceeds, condemnation awards, and Special Assessments held by the Association as trustee for the purpose of rebuilding or reconstructing any damage to the Condominium are referred to herein as "Construction Funds." It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or repair are insurance proceeds. If there is a balance in the Construction Funds after payment of all costs of reconstruction or repair, such balance shall be divided among the Unit Owners according to their respective Percentage Interests.

10.7 Partition and Sale Upon Consent. If following damage or destruction described in Section 10.1(c), the Unit Owners having Seventy-Five Percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Chippewa County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund

and shall be divided among the Unit Owners according to the Percentage Interest that is appurtenant to each Unit.

10.8 Mortgagees' Consent Required. No approval, consent, or authorization given by any Unit Owner under this Article shall be effective unless it is consented to by the Mortgagee (if any) holding the first lien against the Unit.

11. CONDEMNATION

11.1 Allocation of Award. Any damages for a taking of all or part of the Condominium shall be awarded as follows:

(a) If all of a Unit is taken, the Unit Owner of the Unit shall be allocated the entire award for the taking of the Unit, including any equipment, fixtures, or improvements located therein, and for consequential damages to the Unit or improvements located therein.

(b) If only a part of a Unit is taken, then, if the Association determines that it shall repair or restore the Unit as described in Section 11.2 below, the award for the taking of the Unit shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award, plus any award for equipment, fixtures or improvements located therein and for consequential damages to the Unit or the improvements located therein, shall be allocated to the Unit Owner.

(c) If part of the Common Elements are taken, then, if the Association determines that it shall repair or restore the Condominium as described in Section 11.2, below, the award for the partial taking of the Common Elements shall be provided to the Association as needed to fund such repair and restoration, and the balance of the award shall be allocated to all Unit Owners in proportion to their respective Percentage Interests.

(d) If the entire Condominium is taken, then any award for the taking of any Unit shall be allocated to the respective Unit Owner, and any award for the taking of the Common Elements shall be allocated to all Unit Owners in proportion to their Percentage Interests.

11.2 Determination to Reconstruct Condominium. Following the taking of any part of the Condominium, then, if the Association determines that the Condominium can be restored to a useable whole, the Condominium shall be restored or reconstructed.

11.3 Plans and Specifications for Condominium. Any reconstruction shall, as far as is practicable, be made in accordance with the maps, plans, and specifications used in the original construction of the Condominium.

11.4 Responsibility for Reconstruction. In all cases of restoration of the Condominium following a partial taking, the responsibility for restoration and reconstruction shall be that of the Association and it shall immediately obtain reliable and detailed estimates of the cost to rebuild.

11.5 Assessments for Deficiencies. If the condemnation award for the taking of the Condominium is not sufficient to defray the costs of reconstruction by the Association, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments shall be in proportion to each Unit Owner's respective Percentage Interest and shall constitute a Common Expense.

11.6 Surplus in Construction Fund. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction or restoration shall be from the award for taking. If there is a surplus of Construction Funds after payment of all costs of construction, such balance shall be divided among all Unit Owners in proportion to their respective Percentage Interests.

11.7 Percentage Interests Following Taking. Following the taking of all or any part of any Unit, the Percentage Interest appurtenant to any Unit shall be equitably adjusted to reflect the respective relative values of the remaining Units (or portions thereof) to all Units, determined without regard to the value of any improvements located within the Units except for those improvements that were part of the Unit as originally constructed. The Association shall promptly prepare and record an amendment to the Declaration reflecting the new Percentage Interests appurtenant to the Units.

11.8 Partition and Sale Upon Consent. If, pursuant to Section 11.2, the Association determines that, following a taking of any part of the Condominium, the Condominium cannot be restored to a usable whole, then, if the Unit Owners having seventy-five percent (75%) or more of the votes consent to subject the Condominium to an action for partition, the Association shall record with the office of the Register of Deeds for Chippewa County, Wisconsin, a notice setting forth such facts, and upon the recording of such notice, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale together with any amounts held by the Association as Construction Funds shall be considered as one (1) fund and shall be divided among the Unit Owners according to their respective Percentage Interests.

12. MORTGAGEES

12.1 Notice. Any holder of a recorded mortgage or any vendor under a recorded land contract encumbering a Unit (the "Mortgagee") that has so requested of the Association in a writing received by the Association's agent for service of process shall be entitled to receive notice of the following matters:

(a) The call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles, or the Bylaws.

(b) After 30 days, any default under, any failure to comply with, or any violation of, any of the provisions of this Declaration, the Articles, or Bylaws or any rules and regulations by the Unit Owner whose Unit is subject to the mortgage or land contract.

(c) Any physical damage to the Condominium in an amount exceeding five percent (5%) of its replacement value.

12.2 Amendment of Provisions Affecting Mortgagees. Notwithstanding the provisions of Article XIII of this Declaration, neither Section 12.1 nor any Section of this Declaration requiring the approval of any Mortgagee to any action shall be amended unless all Mortgagees have given their prior written approval.

12.3 Owners of Unmortgaged Units. Whenever any provision contained in this Declaration requires the consent or approval (whether by vote or in writing) of a stated number or percentage of Mortgagees to any decision, each Unit Owner of any unmortgaged Unit shall be considered a "Mortgagee" as well as a "Unit Owner" for purposes of such provision.

12.4 Condominium Liens. Any Mortgagee who obtains title to a Unit under the remedies provided in the mortgage or land contract against the Unit or through foreclosure shall not be liable for more

than six (6) months of the Unit's unpaid dues and assessments accrued before the date on which the holder acquired title.

13. AMENDMENT

Except as otherwise provided by the Condominium Ownership Act, or as otherwise provided in this Declaration, this Declaration may be amended with the written consent of not less than the number of Unit Owners who together hold at least two-thirds (2/3) of the total voting interests held by all Unit Owners. No Unit Owner's consent shall be effective without the consent of the first mortgagee of such Unit. So long as the Declarant owns any Unit, and so long as the Condominium is subject to expansion under Article 6 (if applicable), the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the president and secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Chippewa County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at its address on file with the Association. Until the initial conveyance of all Units, this Declaration may be amended by the Declarant alone for purposes of clarification and correction of errors and omissions and for expansion of the Condominium as provided in Article 6.

14. REMEDIES

The Association shall have the sole right to enforce the provisions hereof or any of its orders by proceedings at law or in equity against any person or persons violating or attempting to violate any provision of this Declaration, either to restrain or cure the violation or to recover damages, or both, for a period that shall include thirty (30) days from the date of the filing with the Association of a petition by any person who shall be a Unit Owner subject to this Declaration on the date of the filing, petitioning the Association to redress the violation or attempted violation of any of the provisions of this Declaration by any other persons. Liability among multiple owners of a Unit shall be joint and several. Nothing herein shall be deemed to limit the rights of the Chippewa County Zoning Department to enforce any zoning codes, ordinances, regulations, or other requirements that may be identical or similar to the requirements of this Declaration. Such period of thirty (30) days shall be considered to be a period for the consideration of the petition by the Association and if the Association denies or fails to act upon the petition to the satisfaction of the petitioner within the thirty (30)-day period, thereafter petitioner shall have the right to enforce the provisions hereof (except for the collection of charges and assessments under Article 7), to the extent that he or she shall so have petitioned, by proceedings at law or in equity against any person or persons violating or attempting to violate the provisions of this Declaration, either to restrain the violation or to recover damages, or both, provided, however, that any such person shall be a Unit Owner and commence such proceedings against such other person or persons within a period of sixty (60) days from (a) the date of the Association's denial of such petition, or (b) the passage of the aforementioned 30-day period for consideration of the petition by the Association. The Association or the petitioning Unit Owner(s), as the case may be, shall have the right to recover court costs and reasonable attorneys' fees in any successful action brought against another Unit Owner to enforce, or recover damages for a violation of, this Declaration. Any damages collected by the Association shall be distributed, first, to pay all costs of enforcement, and, secondly, to the owners of the Units damaged by the violation pro rata. Notwithstanding the foregoing, if any Unit Owner fails to comply with the terms and conditions of this Declaration, and such failure continues beyond any applicable cure period, the Association shall have the right to cure on behalf of the Unit Owner and such Unit Owner shall promptly reimburse the Association for the cost thereof within ten (10) days after receipt of written demand therefor. Alternatively, the Association may, at the option of the Association, levy such amounts against the Unit as a Special Assessment under Article 7. In addition to all other remedies available to the Association, the Association shall have the right to collect from any Unit Owner who is in violation beyond any applicable cure period of

this Declaration, the Association's Articles or Bylaws, or any Rules and Regulations promulgated hereunder, a fine for each day such violation continues in such amount as is from time to time set forth in the Bylaws or Rules and Regulations.

15. MISCELLANEOUS

15.1 Utility Easements. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the rights to grant to any public or semi-public utility companies easements and rights-of-way for the erection, construction, and maintenance of all poles, wires, pipes, and conduits for the transmission of electricity, gas, water, telephone, and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar services and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

15.2 Right of Entry. By acceptance of a Condominium Deed, each Unit Owner shall have granted a right of entry and access to its Unit to the Association to correct any condition originating in its Unit and threatening another Unit or the Common Elements, to install, alter, or repair mechanical or electrical services or other Common Elements in its Unit or elsewhere in the Condominium, and to maintain and repair Common Elements and other areas as described in Section 7.4. Such entry shall be made with prior notice to the Unit Owners, and shall be scheduled for a time reasonably convenient to the Unit Owners, except in the case of an emergency when injury or property damage will result in delayed entry. Such entry shall be done with as little inconvenience to the Unit Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense, except as allocable to an individual Unit or Units for cause in the discretion of the Board of Directors.

15.3 Notices. All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a Unit regardless of the number of owners who have an interest therein. Notices and other documents to be served on Declarant shall be given to the agent for service of process specified in Section 15.6. All owners shall provide the secretary of the Association with an address for the mailing or service of any notice or other documents and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him or her.

15.4 Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or unenforceability of the remaining portion of said provision or of any other provision hereof.

15.5 Access to Condominium by the Declarant and Owners of Unbuilt Units. During any period in which (1) Declarant is constructing any Building or other improvements on the Property; (2) all Unit Owners of units within a Building are constructing such Building and Limited Common Elements appurtenant to such units; or (3) Declarant is replacing or repairing any Common Elements or Limited Common Elements, then Declarant and such Unit Owners, as the case may be, and their respective contractors, subcontractors, agents, and employees, shall have an easement for access to all parts of the Condominium as may be required in connection with the work.

15.6 Resident Agent. The name and address of the resident agent under Section 703.23 of the Wisconsin Statutes is **CRAIG WURZER**, 1750 Hallie Road, Suite 1, Chippewa Falls, Wisconsin 54729. The resident agent may be changed by the Association in any manner permitted by law.

15.7 Assignment of Declarant's Rights. The rights, powers, and obligations of the party named as "Declarant", as granted by this Declaration, may be assigned by a written, recorded amendment to any other party who assumes such rights, powers, and obligations, provided that such other party also assumes the obligations imposed on declarants by Chapter 703 of the Wisconsin Statutes. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment need be signed only by the assignor and assignee named therein.

15.8 Conflicts. If a conflict exists among any provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations, the Declaration shall prevail over the Articles, Bylaws, and Rules and Regulations; the Articles shall prevail over the Bylaws and the Rules and Regulations; and the Bylaws shall prevail over the Rules and Regulations.

15.9 Disclosure Regarding Warranties. The Declarant shall assign to the Association upon substantial completion of each phase of construction all warranties held by the Declarant and covering any construction of the Common Elements. No warranties or representations, express or implied, including, but not limited to, the implied warranty of fitness for a particular purpose and merchantability, are made by the Declarant to any Unit Owner or other person or entity regarding the past or future performance or quality of the Common Elements, including the Limited Common Elements. Any implied warranty of workmanlike performance and that the Building or other Common Elements, including the Limited Common Elements, are or will be reasonably adequate for use and occupancy, created by Section 706.10(7), Wisconsin Statutes, which statutory section creates the above-stated implied warranties, for the conveyance of a newly constructed home or condominium, is hereby expressly disclaimed and excluded. Any other implied warranties created by common law, including, without limitation, the Declarant's duty to perform all work in a good and sufficient workmanlike manner, are also disclaimed and excluded. Any claims by the Association against a contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements shall be subject to the provisions of Section 895.07(8) of the Wisconsin Statutes.

[*Signature page follows.*]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

DECLARANT:
CE LIGHTHOUSE PROPERTIES, LLC

By: _____
Craig Wurzer, its _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on August , 2018, **CRAIG WURZER**, in his capacity as the _____ of **CE LIGHTHOUSE PROPERTIES, LLC**, who acknowledged the foregoing document for the purposes recited therein on behalf of said company.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage executed by **CE LIGHTHOUSE PROPERTIES, LLC** to the undersigned recorded in the office of the Register of Deeds of Chippewa County, Wisconsin on _____, 20__, as Document No. _____, does hereby consent to all terms and conditions of the foregoing Declaration, and agrees that its interest in the Property shall be subject in all respects to the terms thereof.

Dated as of _____, 2018.

_____
By: _____
Name: _____
Its: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me on _____, 2018, _____, in his/her capacity as the _____ of _____, who acknowledged the foregoing document for the purposes recited therein on behalf of the same.

_____
Name: _____
Notary Public, State of Wisconsin
My Commission: _____

This document drafted by:
Ruder Ware L.L.S.C.
Attn: Paul J. Mirr
P.O. Box 187
Eau Claire, WI 54702-0187

EXHIBIT A
Legal Description of the Property

The Property is legally described as follows:

Lots 1, 2, 3, 4, 5, 15, 16 and 17 of Block 4, Timber Terrace 1st Addition, located in the City of Chippewa Falls, Chippewa County, Wisconsin.

PINs: 22808-0512-65470401
22808-0512-65470402
22808-0512-65470403
22808-0512-65470404
22808-0512-65470405
22808-0512-65570415
22808-0512-65570416
22808-0512-65570417

EXHIBIT B
Condominium Plat

[Attached.]

BYLAWS OF
_____ CONDOMINIUM ASSOCIATION, INC.

1. NAME AND ADDRESS

1.1 **Name; Purpose.** The name of the corporation shall be _____ **CONDOMINIUM ASSOCIATION, INC.** (the "Association"). The Association is incorporated as a nonstock corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes.

1.2 **Address.** The principal office of the Association shall be located at _____. This address shall also be the mailing address of the Association.

1.3 **Binding Effect.** These Bylaws (the "Bylaws") shall be binding upon the Unit Owners, their heirs, successors, and assigns and shall govern the use, occupancy, operation, and administration of the Condominium.

1.4 **Capitalized Terms.** Capitalized terms not defined in these Bylaws shall have the definitions given to such terms in the Declaration of Condominium for **[NAME OF CONDOMINIUM]** executed by **CE LIGHTHOUSE PROPERTIES, LLC**, a Wisconsin limited liability company (the "Declarant") and recorded in the office of the Chippewa County Register of Deeds (the "Declaration").

2. MEMBERSHIP

2.1 **Membership.** The membership of the Association shall at all times consist exclusively of all Unit Owners of the Condominium. Land contract vendees but not land contract vendors shall be members of the Association. Persons who hold an interest in a Unit merely as security for the performance of an obligation (including Mortgagees) are not members of the Association.

2.2 **Commencement and Termination.** Membership shall immediately commence upon acquisition of an ownership interest in a Unit of the Condominium and shall immediately terminate upon conveyance of such ownership interest. If a Unit Owner's ownership interest passes to its personal representative or to a trustee upon the Unit Owner's death, such personal representative or trustee shall be a member of the Association.

2.3 **Withdrawal or Expulsion.** No Unit Owner may voluntarily withdraw from membership in the Association nor may any Unit Owner be expelled from such membership.

2.4 **Membership Certificates.** Membership certificates shall not be issued.

2.5 **Membership List.** The Association shall maintain a current membership list listing all Unit Owners of each Unit, the current mailing address for each Unit Owner to which notice of meetings of the Association shall be sent, all Mortgagees of the Unit, if any, and, in the case of multiple owners of a Unit, the Unit Owner, if any, designated to cast any or all votes pertaining to such Unit in accordance with the Declaration. Each Unit Owner shall promptly provide written notice to the Association of any transfer of its Unit as provided in Section 2.6 and of any change in such Unit Owner's name or current mailing address. No Unit Owner may vote at meetings of the Association until the name and current mailing address of such Unit Owner has been provided to and received by the secretary of the Association. Any Unit Owner that mortgages its Unit or any interest therein or enters into a land contract with respect to its Unit shall notify the

secretary of the name and mailing address of its Mortgagee and shall also notify the secretary when such mortgage has been released or such land contract has been fulfilled, and the secretary shall make appropriate changes to the membership list effective as of the date of the mortgage, release, land contract, or fulfillment, as the case may be.

2.6 **Transfer of Membership.** Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance with the transfer of a Unit. As soon as possible following the transfer of a Unit, the new Unit Owners shall give written notice to the secretary of the Association of such transfer identifying the Unit and setting forth the names and mailing addresses of the new Unit Owners, the date of the transfer, the names and addresses of each Mortgagee, if any, and in the case of a Unit owned by multiple Unit Owners, the name of the person designated to vote, if any. The Association shall make appropriate changes to the membership list described in Section 2.5 effective as of the date of transfer.

2.7 **Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

2.8 **Quorum.** Unit Owners holding fifty-one percent (51%) of the total votes of the Association as set forth in the Declaration, present in person or represented by proxy, shall constitute a quorum at all meetings of the Unit Owners for the transaction of business.

2.9 **Vote Required to Transact Business.** When a quorum is present in person or represented by proxy at any meeting, a majority of votes cast shall decide any question brought before the meeting unless the question requires a different vote by express provision in the Declaration, Articles of Incorporation of the Association (the "Articles"), Wisconsin Condominium Ownership Act, Wisconsin Nonstock Corporation Law, or these Bylaws, in which case such express provision shall apply.

2.10 **Proxies.** All proxies shall be in writing, signed by the Unit Owner giving such proxy, and filed with the secretary of the Association before or at the time of the meeting. No proxy shall be valid after one hundred eighty (180) days from its date of issuance, unless granted to a Mortgagee or tenant of a Unit.

2.11 **Voting Designations of Multiple Unit Owners.** If there are multiple Unit Owners of any single Unit, then each vote appurtenant to such Unit may be cast proportionately among the multiple Unit Owners in accordance with their respective percentages of ownership of the Unit, unless (a) the multiple Unit Owners have designated a single Unit Owner to exercise any or all votes appertaining to their Unit and have filed written notice of such designation signed by all such multiple Unit Owners with the secretary of the Association, in which case such votes cast by a Unit Owner so designated shall be deemed to be the unanimous act of the multiple Unit Owners, or (b) only one of multiple Unit Owners of a Unit is present in person or by proxy at a meeting of the Association, in which event the Unit Owner present (whether or not such Unit Owner or any other Unit Owner has been designated to cast votes pursuant to item (a) of this Section 2.11) is entitled to cast all votes allocated to the Unit and the same shall be deemed to be the unanimous act of the multiple Unit Owners. No designation of a single Unit Owner to cast any vote appertaining to any Unit owned by multiple Unit Owners shall be effective until written notice of such designation signed by all Unit Owners of such Unit has been received by the secretary of the Association before casting such vote. If any Unit Owner is so designated, then except as provided in the Declaration or in these Bylaws, only that Unit Owner shall be entitled to cast such vote in person or by proxy. A voting designation may be limited in time or may be changed by notice in writing to the secretary of the Association signed by all Unit Owners.

2.12 **Effect of Condominium Lien.** No Unit Owner may vote on any matter submitted to a vote of the Unit Owners if the Association has recorded a statement of condominium lien on the Unit owned by such Unit Owner and the amount necessary to release the lien has not been paid at the time of the voting.

3. MEETINGS OF MEMBERS

3.1 **Place.** All meetings of the Unit Owners shall be held at a place in Chippewa County, Wisconsin, that shall be stated in the notice of the meeting.

3.2 **Annual Meetings.** The first annual meeting of the Unit Owners shall be held on the **[insert day – i.e., first Monday, second Saturday, etc.]** of the first **[month]** after the Declarant has ceased to control the Association as provided in Section 7.2 of the Declaration. Thereafter, regular annual meetings of the Unit Owners shall be held on the **[insert day – i.e., first Monday, second Saturday, etc.]** of **[month]** of each succeeding year.

3.3 **Special Meetings.** Special meetings of the Unit Owners may be called at any time by the president of the Association and shall be called upon the written request of Unit Owners holding at least twenty-five percent (25%) of the votes. Business transacted at special meetings shall be limited to the objects stated in the notice of such meeting.

3.4 **Notice of Meetings.** No annual or special meeting of the Unit Owners may be held except upon at least ten (10) days' (but not more than 60 days') written notice delivered or mailed to each Unit Owner at the address shown on the Association's current membership list. Such notice shall specify the place, day, and hour of the meetings and, in the case of a special meeting, the purpose of the meeting. Prior notice of a meeting is not required to any Unit Owner that signs a waiver of notice of such meeting.

3.5 **Adjourned Meetings.** If a quorum shall not be present in person or represented by proxy at any meeting, the Unit Owners present shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented by proxy. At such adjourned meeting at which a quorum shall be present or represented by proxy, any business may be transacted that might have been transacted at the meeting originally called.

3.6 **Duties of Officers at Meetings.** The president of the Association shall preside at all meetings of the Unit Owners, and in his or her absence, the vice president shall preside. The secretary shall take the minutes of the meeting and keep such minutes in the Association's minute book. Votes at all meetings shall be counted by the secretary.

3.7 **Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

(a) Calling the meeting to order;
(b) Calling the roll of Unit Owners and certifying the proxies;
(c) Proof of notice of meeting or waiver of notice;
(d) Reading and disposal of any unapproved minutes;
(e) Reports of officers;
(f) Reports of committees (if appropriate);
(g) Election of directors (if appropriate);
(h) Unfinished business;
(i) New business; and

(j) Adjournment.

3.8 **Action Without a Meeting by Written Consent.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if a written consent, setting forth the action so taken, is signed and dated by Unit Owners that would have been entitled to vote on the action at such meeting and that hold a number of votes equal to fifty-one percent (51%) of the total number of votes in the Association. Written consent may be given in electronic form.

3.9 **Action Without a Meeting by Written Ballot.** Any action required or permitted by any provision of the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws to be taken by the vote of the Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

4. BOARD OF DIRECTORS

4.1 **Number and Membership in Association.** The affairs of the Association shall be managed initially by a Board of Directors composed of **three (3)** directors selected by the Declarant. At such time as the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers, the number of directors on the Board of Directors shall be increased to **four (4)**. At such time as the Declarant has conveyed fifty percent (50%) of the percentage interest in the Common Elements as determined under Section 7.3 of the Declaration to purchasers, the number of directors on the Board of Directors shall be decreased to three (3). No more than one director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control as provided in Section 7.2 of the Declaration, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.

4.2 **Term of Office.** The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the Percentage Interest to purchasers. Within thirty (30) days after the conveyance of twenty-five percent (25%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one (1) director to serve on the Board of Directors. The Declarant shall elect the remaining three (3) directors. Such Board of Directors shall serve until the Declarant has conveyed fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers. Within thirty (30) days after the conveyance of fifty percent (50%) of the Percentage Interest in the Common Elements to purchasers, the Unit Owners other than the Declarant shall elect one (1) director to serve on the Board of Directors. The Declarant shall elect the remaining two (2) directors. Such Board of Directors shall serve until the next election upon expiration of the period of Declarant control as provided in Section 7.2 of the Declaration. Not later than forty-five (45) days after the expiration of the period of Declarant control, a

special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners as provided in Section 3.2. Thereafter, each director shall take office at the annual meeting and shall serve for a term of one (1) year or until his or her successor shall be elected.

4.3 **Election of Directors.** One (1) month before each annual meeting of the Unit Owners, the secretary of the Association shall mail to all Unit Owners a notice setting a deadline for nomination of persons to serve as directors on the Board of Directors. All nominations shall be mailed to the secretary. Unit Owners must obtain the prior consent of any person they nominate and may nominate themselves. Only Unit Owners entitled to vote on the election of any director may nominate a person to serve as a director. If the number of nominees equals the number of directors to be elected, the nominees shall automatically become the new directors to take office at the annual meeting. If the number of nominees is fewer than the number of directors to be elected, the secretary shall solicit further nominees by mail. If the number of nominees exceeds the number of directors to be elected, the secretary shall conduct an election by written ballot in accordance with Section 3.9 with all written ballots due before the deadline set by the secretary. Each Unit shall have the number of votes provided in the Declaration. The persons receiving the largest number of votes shall be elected as directors and shall take office at the annual meeting.

4.4 **Vacancy and Replacement.** If the office of any director becomes vacant because of death, resignation, disqualification, or removal from office, such vacancy shall be filled by vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of such vacancy, even though the directors present may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the director who left office or until a successor is elected in accordance with these Bylaws. Notwithstanding the foregoing, during the period of Declarant control as described in Section 7.2 of the Declaration, only the Declarant shall have the right to replace any director elected by Declarant.

4.5 **Removal.** Before the expiration of the period of Declarant control as described in Section 7.2 of the Declaration, only the Declarant shall have the right to remove a director from the Board of Directors. Thereafter, any director may be removed from the Board of Directors, with or without cause, by a majority vote of the Unit Owners.

4.6 **Compensation.** No director shall receive any compensation for his or her services as a director of the Association other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of directors' duties.

5. MEETINGS OF THE BOARD OF DIRECTORS

5.1 **Regular Meetings.** Until the expiration of Declarant control as described in Section 7.2 of the Declaration, the regular meeting of the Board of Directors shall be held annually on the [insert day] of [month] at the time and place designated in the notice of such meeting. Thereafter, regular meetings of the Board of Directors shall be held annually without notice following the annual meeting of the Unit Owners at the same place as the Unit Owners' meeting or at such place as the Board of Directors may vote to hold the meeting.

5.2 **Special Meetings.** Special meetings of the Board of Directors may be called at any time by the president and shall be called by the president or secretary at the request of any director on the Board of Directors. Business transacted at all special meetings shall be limited to the objects stated in the notice of such meeting.

5.3 **Notice of Special Meetings.** No special meeting of the Board of Directors may be held except upon at least three (3) days' prior written notice delivered or mailed by the secretary to each member of the Board of Directors. Such notice shall specify the place, day, and hour of the meeting of the Board of Directors and the purpose of the meeting. Attendance by any director at any meeting of the Board of Directors shall be deemed a waiver of such notice.

5.4 **Quorum.** A majority of the Board shall constitute a quorum for the transaction of business. Except as otherwise expressly provided in the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, every act of a majority of directors present at any meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum is not present at the meeting, the directors then present may adjourn the meeting until such time as a quorum is present, and at such later meeting at which a quorum is present, may transact any business that might have been transacted at the meeting originally called.

5.5 **Order of Business.** The order of business at all meetings of the Board of Directors shall be as follows:

(a) Calling the meeting to order;
(b) Proof of notice of meeting or waiver of notice;
(c) Reading and disposal of any unapproved minutes;
(d) Reports of officers;
(e) Reports of committees (if appropriate);
(f) Election of officers (if appropriate);
(g) Unfinished business;
(h) New business; and
(i) Adjournment.

5.6 **Action Without a Meeting by Written Consent.** Any action required or permitted by the Articles or these Bylaws to be taken by the Board of Directors may be taken without a meeting if a written consent, setting forth the action so taken, is signed by two-thirds (2/3) of the directors then in office. Written consent may be given in electronic form.

6. POWERS AND DUTIES OF BOARD OF DIRECTORS

6.1 **Powers and Duties.** All powers and duties of the Association under the Declaration, the Articles, these Bylaws, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law shall be exercised by the Board of Directors except those powers and duties specifically given to or required of any committees of the Association or the Unit Owners. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

(a) Adopt budgets for revenues, expenditures, and reserves;

(b) Levy and collect General Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

(c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

(d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

(e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

(f) Sue on behalf of all Unit Owners;

(g) Make contracts and incur liabilities;

(h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

(i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

(j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

(k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person on or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association. Such rules and regulations may also be adopted, amended, and repealed by the Unit Owners having sixty-seven percent (67%) or more of the votes of the Association. Notwithstanding anything in these Bylaws to the contrary, (i) rules and regulations that are adopted, amended or repealed by the Unit Owners may not thereafter be amended, repealed, or readopted by the Board of Directors; and (ii) the Declarant and its successors and assigns shall not be subject to or bound by any rule, regulation, or amendment to a rule or regulation that is adopted without the written consent of the Declarant and its successors and assigns to the specific rule, regulation, or amendment;

(l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

(m) Keep all books and records and prepare accurate reports of all transactions of the Association;

(n) Appoint committees to carry out any tasks that the Board of Directors deems necessary or appropriate;

(o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

(p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

(q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

6.2 **Manager.** The Board of Directors may hire a manager or managing agent at a compensation rate established by the board to perform such duties and services as the Board of Directors shall authorize, including, without limitation, the duties enumerated in Sections 6.1 and 7.7.

7. OFFICERS AND THEIR DUTIES

7.1 **Officers.** The principal officers of the Association shall be the president, vice president, secretary, and treasurer, all of whom shall be elected by the Board of Directors. All officers shall be Unit Owners, provided, however, that during the period of Declarant control as provided in Section 7.2 of the Declaration, any person named by the Declarant to the Board of Directors or as an officer shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee, or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only. The same individual may simultaneously hold more than one office in the Association.

7.2 **Election of Officers.** The first election of officers shall take place at the first meeting of the initial Board of Directors. Thereafter, the officers shall be elected annually by the Board of Directors at its regular meeting.

7.3 **Term.** Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

7.4 **Special Appointments.** The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for a period specified by the Board of Directors which shall not exceed three (3) years, have such authority and perform such duties as the Board of Directors may from time to time determine.

7.5 **Resignation and Removal.** Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

7.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

7.7 **Duties.** Unless otherwise indicated by the Board of Directors or delegated to a manager or managing agent pursuant to Article 6, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes, and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(b) Vice President. The vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list described in Section 2.5; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles, or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

7.8 **Compensation.** No officer shall receive any compensation for his or her services as an officer of the Association, other than reimbursement for reasonable out-of-pocket expenses incurred in the performance of officers' duties.

7.9 **Fidelity Bonds.** The Board of Directors may require that any officers, agents, or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

8. BOOKS AND RECORDS

8.1 **Inspection.** The books, records, minutes, papers, and membership list of the Association shall at all times, during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles, and the Bylaws shall be available for inspection by any Unit Owner, Mortgagee, or prospective purchaser of a Unit at the principal office of the Association, where copies may be purchased at reasonable cost.

8.2 **Audits.** The accounts and records of the Association may be audited at least once every other year by an audit committee selected by the Board of Directors. The committee shall retain such professional auditors and other independent examiners as it deems appropriate. The cost of such audit shall be a Common Expense.

9. BUDGET, ASSESSMENT, AND ANNUAL REPORT

9.1 **Fiscal Year.** The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

9.2 **Budget.** Throughout the period of Declarant control as described in Section 7.2 of the Declaration, the Board of Directors shall adopt an annual operating budget for the Association at the annual meeting of the Board of Directors, provided, however, that the first annual operating budget for the Association shall be adopted by the Board of Directors before the first sale of a Unit by the Declarant. After the expiration of the period of Declarant control as described in Section 7.2 of the Declaration, the Unit Owners holding at least fifty-one percent (51%) of the votes present in person or represented by proxy at their

annual meeting shall adopt the annual operating budget for the Association at such annual meeting. The budget shall be effective for the period beginning January 1 through December 31 of the succeeding year. For any year in which the Association is maintaining a statutory reserve account for the condominium under Wis. Stat. § 703.163, the Board shall include within the budget the amount of reserve funds to be collected for the ensuing year after considering:

(a) The reserve funds then in the reserve account;

(b) The estimated cost of repairing or replacing Common Elements, other than routine maintenance;

(c) The estimated remaining useful life of the Common Elements; and

(d) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

9.3 **Levying and Payment of General Assessments.** Based on the duly adopted annual operating budget, the Board of Directors shall levy General Assessments against the Unit Owners in proportion to their respective Percentage Interest. **On or before the last day of December** of each year, the secretary shall mail or deliver a copy of the annual operating budget and a statement of assessment for the next twelve (12) months to each Unit Owner. General Assessments shall be payable to the Association in **twelve (12) equal installments that shall be due monthly in advance on the first day of each month.** Such installments shall be mailed or delivered to the principal office of the Association and shall be deemed paid on the date of mailing or on the date of delivery, as the case may be.

9.4 **Special Assessments.** Special Assessments may from time to time be levied against Unit Owners by the Board of Directors for any of the purposes enumerated in the Declaration and shall be due and payable in the manner and on the date or dates designated by the Board of Directors.

9.5 **Association Remedies upon Nonpayment of Assessments.** Any General Assessment or Special Assessment not paid within ten (10) days of the date on which it is due shall bear interest from the day following such due date at the rate of eighteen percent (18%) per year or the highest rate permitted by law, whichever is less. The Association may seek to collect any assessments not paid when due by filing statements of condominium lien against the Units on which they are assessed, by enforcing and foreclosing such liens, or by bringing an action for money damages against the Unit Owners personally obligated to pay the delinquent assessments. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving any lien securing the same. No Unit Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of its Unit.

9.6 **Annual Report.** Each January, the Board of Directors shall, by formal action, approve a full and clear annual report of all business transacted by the Association during the previous fiscal year, including a report of the Common Expenses, surpluses, and assessments collected from each Unit Owner during the year. Copies of the annual report for the previous year shall be mailed or delivered to each Unit Owner at the address in the Association's membership list before the third Thursday in February.

9.7 **Statutory Reserve Account.** All funds collected to fund a statutory reserve account as described in section 9.2, above, shall be held in a separate, segregated account maintained in the name of the Association. Funds may be withdrawn from said account only for the purpose of repairing or replacing

common elements, other than routine maintenance or for such other purposes as may be allowed under section 703.163 of the Wisconsin Statutes. Funds held in the statutory reserve account may be invested only in those investments allowed by law.

10. USE

Each Unit shall be used only for purposes permitted under the Declaration, the Articles, these Bylaws, and any rules and regulations of the Association.

11. ENFORCEMENT OF CONDOMINIUM DOCUMENTS

It shall be the responsibility of each Unit Owner to see that the occupants and tenants of the Unit owned by such Unit Owner, and the employees, agents, representatives, invitees, and guests of such Unit Owner, occupants, and tenants, abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, all rules and regulations of the Association, and any decisions made by the Association, the Board of Directors, or any committees of the Association that are authorized by any of the foregoing. Unit Owners should report infractions to the Board of Directors in writing, and the Board of Directors shall reply to the reporting Unit Owner within thirty (30) days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, any rule or regulation of the Association, or any authorized decision of the Association, the Board of Directors, or any committee of the Association, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action against the offending Unit Owner or the Unit Owners of the Unit in which such offender is a tenant, occupant, employee, agent, representative, invitee, or guest, to correct the violation. In any such action brought against any Unit Owner in which the Association is the prevailing party, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. If the Association fails to take appropriate enforcement action within thirty (30) days of the Association's receipt of the report of the infraction, any Unit Owner may take appropriate legal action to enforce the provisions of the Declaration, the Bylaws, the Condominium Ownership Act, the rules and regulations of the Association, and any authorized decision of the Association, the Board of Directors, or any committee of the Association.

12. LIABILITY AND INDEMNITY

12.1 General Scope and Definitions.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association, (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee, or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and that is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

12.2 **Mandatory Indemnification.**

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action by which he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 12.2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article 12, the Association has purchased or is required under Section 12.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

12.3 **Determination of Right to Indemnification.** Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 12.2 shall make a written request for indemnification that shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related

proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 12.3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

12.4 **Allowance of Expenses as Incurred.** Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all the following: (a) a written affirmation of his or her good-faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 12.3 that indemnification under Section 12.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

12.5 Partial Indemnification.

(a) it is determined pursuant to Section 12.3 that a director or officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses that are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all circumstances.

(b) If it is determined pursuant to Section 12.3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

12.6 **Indemnification of Employees and Agents.** The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

12.7 Limited Liability of Directors and Officers.

(a) Except as provided in Sections 12.7(b) and (c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines,

penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 12.2(b).

(b) Except as provided in Section 12.7(c), this Section 12.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wis. Stat. §§ 181.0832 and 181.0833.

12.8 **Severability of Provisions.** The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

12.9 **Nonexclusivity of Rights.** The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association that constitutes conduct under Section 12.2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

12.10 **Purchase of Insurance.** The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

12.11 **Benefit.** The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

12.12 **Amendment.** No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based on occurrences that take place before such amendment or repeal.

13. MISCELLANEOUS

13.1 **Seal.** The Association shall not have a corporate seal.

13.2 **Interpretation.** These Bylaws are subject to all provisions of the Declaration, the Articles, the Wisconsin Condominium Ownership Act, and the Wisconsin Nonstock Corporation Law. If any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof that can be given effect. Any invalid provision or portion thereof shall be interpreted as having been amended to comply with the provisions of the Wisconsin Condominium Ownership Act and/or the Wisconsin Nonstock Corporation Law in effect on the date of the adoption of these Bylaws. Nothing in these Bylaws shall be deemed or construed to authorize the Association to conduct or engage in any active business for profit on behalf of any or all Unit Owners.

13.3 **Notices.** Except as otherwise may be provided in the Wisconsin Condominium Ownership Act or Wisconsin Nonstock Corporation Law, notices to any Unit Owner that are to be delivered or mailed pursuant to these Bylaws shall be deemed to have been given (a) in the case of delivered notices, on the date when the notice is delivered to the address on file with the secretary of the Association, or (b) in the case of mailed notices, on the date when the notice, addressed to the address on file with the secretary of the Association, is deposited in the United States mail with sufficient postage to effect delivery.

14. AMENDMENT

These Bylaws may be amended only with the assent of at least sixty-seven percent (67%) of the votes of the Unit Owners; provided, however, as long as the Declarant owns any Unit, no amendment shall be effective without the written consent of the Declarant. Any first Mortgagee or its insurer or guarantor shall, upon written request to the Association, be entitled to timely written advance notice of any proposed amendment to these Bylaws.

ORGANIZATIONAL RESOLUTIONS
OF
_____ CONDOMINIUM ASSOCIATION, INC.

Pursuant to sections 181.0205 and 181.0821 of the Wisconsin Nonstock Corporation Law, the undersigned, being the incorporator and initial directors of _____ **CONDOMINIUM ASSOCIATION, INC.**, a Wisconsin nonstock corporation (the "Corporation"), hereby adopts the following resolutions with the same effect as though adopted by vote at the organizational meeting of the Corporation's board of directors.

RATIFICATION OF ARTICLES OF INCORPORATION

RESOLVED, that the Corporation's Articles of Incorporation as filed with the Department of Financial Institutions and attached hereto as Exhibit A are hereby ratified and approved.

ELECTION OF INITIAL DIRECTORS

RESOLVED, that the following persons are hereby elected as the initial directors of the Corporation and whose terms of office each are as follows:

Director	Term
_____	1 year
_____	1 year
_____	1 year

APPROVAL OF BYLAWS

RESOLVED, that the Bylaws attached to these resolutions as Exhibit B are hereby approved and adopted as the Corporation's Bylaws.

APPOINTMENT OF OFFICERS

RESOLVED, that the following persons are hereby appointed as the Corporation's officers to serve until their successors are appointed in the offices set forth opposite their respective names:

Name	Office
_____	President
_____	Vice President
_____	Secretary
_____	Treasurer

SELECTION OF FISCAL YEAR

RESOLVED, that the Corporation's fiscal year shall be from January 1 to December 31 each year.

DESIGNATION OF FINANCIAL INSTITUTION AND APPROVAL OF DEPOSITORY RESOLUTIONS

RESOLVED, that Charter Bank of Eau Claire, Wisconsin (the "Financial Institution") is hereby designated as the depository of the Corporation in which the Corporation's funds may be deposited by its officers, agents, and employees; and that the Financial Institution is authorized to receive, certify, honor, or pay all instruments and documents signed or accepted in accordance with the immediately following resolution.

FURTHER RESOLVED, that any corporate resolutions in pre-printed form required by the Financial Institution to be adopted by the Corporation are hereby approved and adopted.

FURTHER RESOLVED, that a copy of the immediately preceding resolutions, certified by the Corporation's secretary to be correct, may be delivered to the Financial Institution, and that the Financial Institution may rely on these resolutions until notice in writing of any change in the resolutions is given by the Corporation to the Financial Institution.

PAYMENT OF EXPENSES OF INCORPORATION

RESOLVED, that all fees and expenses incurred in the Corporation's organization and in the preparation of the agreements and documents necessary to allow the Corporation to commence its business shall be paid out of the Corporation's funds.

COMPLETION OF INCORPORATION PROCESS

RESOLVED, that the Corporation's officers are hereby authorized and directed to take all appropriate action to complete the organization of the Corporation, and to cause the Corporation to be qualified to conduct its intended business operations and to be in compliance with all applicable government regulations.

EXECUTION IN COUNTERPARTS

RESOLVED, that these organizational resolutions may be executed in any number of counterparts, all of which, when executed and delivered, shall have the effect of an original. The resolutions shall be effective as of the date the last required signature is obtained on any counterpart.

[*Signature page follows.*]

IN WITNESS WHEREOF, the undersigned have executed these Organizational Resolutions effective as of the ____ day of August, 2018..

INCORPORATOR:
CE LIGHTHOUSE PROPERTIES, LLC

By: _____
Craig Wurzer, _____

DIRECTORS:

_____
Name: _____

_____
Name: _____

_____
Name: _____

EXHIBIT A
Copy of Articles of Incorporation

[Attached.]

EXHIBIT B
Copy of Bylaws

[Attached.]

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO._____
RECORDED IN VOL.____OF THE CERTIFIED SURVEY MAPS PAGE_____,

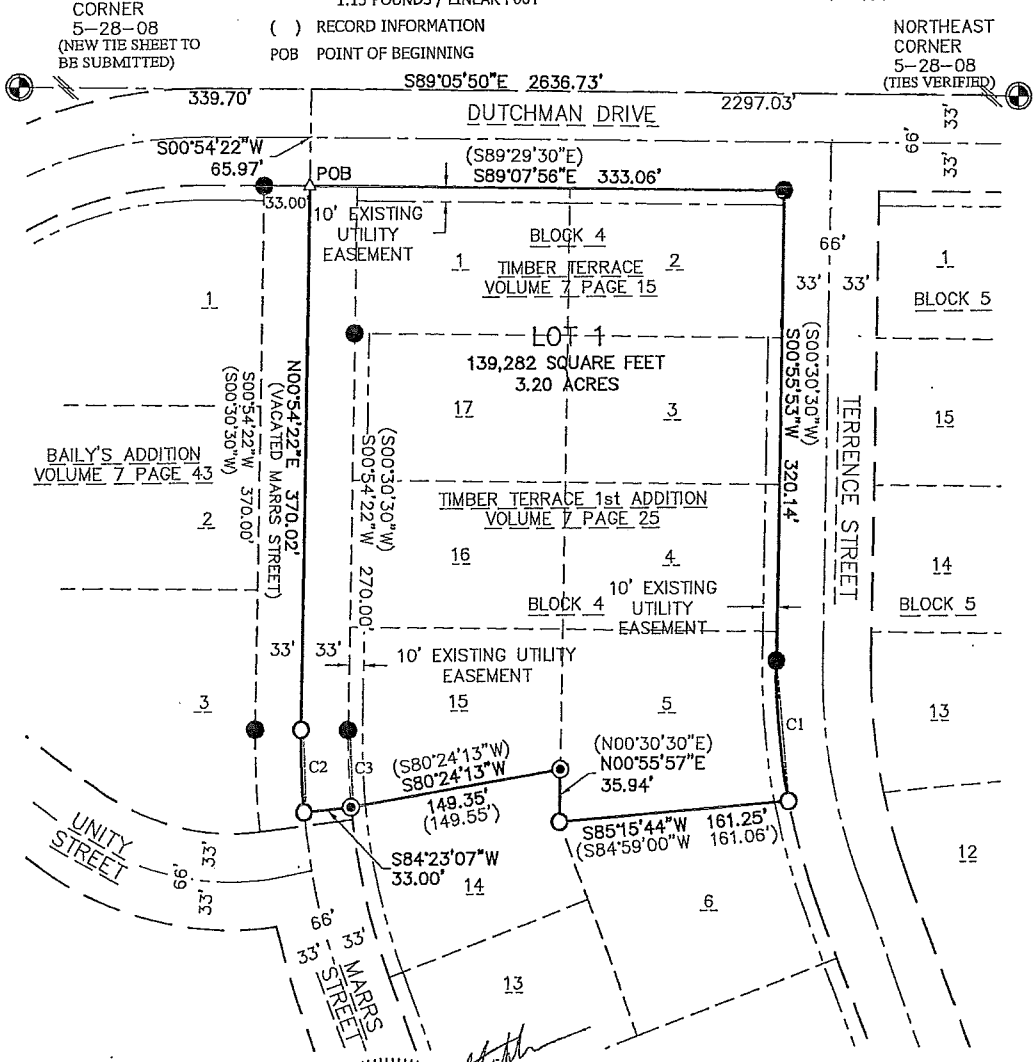
_____
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

LEGEND
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- △ SET MAGNAIL
- ○ SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- ( ) RECORD INFORMATION
- POB POINT OF BEGINNING

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°05'50"E.

NORTH
0 50 100
1"=100'



NOTES:
1. SEE SHEET 2 FOR CURVE TABLE.
2. FIELDWORK COMPLETED 8/27/2018.

Owner:
C & E Lighthouse Properties LLC
1750 Hallie Road
Chippewa Falls, WI 54729

WISCONSIN LAND SURVEYOR
JEFF C. STOCKBURGER
S-2708
EAU CLAIRE, WI

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@KLDS.NET

SHEET 1 OF 2 SHEETS

PAGE_____

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO._____
RECORDED IN VOL._____OF THE CERTIFIED SURVEY MAPS PAGE_____,

_____
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Craig Wurzer, I have surveyed Lot 1 and 2, Block 4 of "Timber Terrace", Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addtion", and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 5;
Thence S89°05'50"E, 339.70 feet along the north line of the Northeast Quarter;
Thence S00°54'22"W, 65.97 feet to the northerly line of vacated Marrs Street and the point of beginning;
Thence S89°07'56"E, 333.06 feet along said vacated Marrs Street and the southerly right-of-way line of Dutchman Drive to the westerly right-of-way line of Terrence Street;
Thence S00°55'53"W, 320.14 feet along westerly right-of-way line of Terrence Street;
Thence along said right-of-way line and the arc of a curve 96.25 feet, concave easterly, with a chord bearing of S05°17'35"E, a chord length of 96.06 feet, and a radius of 444.77 feet to the southeast corner of said Lot 5 "Timber Terrace 1st Addition";
Thence S85°15'44"W, 161.25 feet along the southerly line of said Lot 5;
Thence N00°55'57"E, 35.94 feet along the westerly line of said Lot 5 to the southeast corner of Lot 15 of said "Timber Terrace 1st Addition";
Thence S80°24'13"W, 149.35 feet to the southwest corner of said Lot 15;
Thence S84°23'07"W, 33.00 feet to the centerline of vacated Marrs Street;
Thence along the centerline of vacated Marrs Street and the arc of a curve 56.41 feet, concave easterly, with a chord bearing of N02°21'15"W, a chord length of 56.37 feet, and a radius of 495.60 feet;
Thence N00°54'22"E, 370.02 feet along said centerline of vacated Marrs Street to the point of beginning.

Said parcel contains 139,282 square feet or 3.20 acres of land, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconin Administrative Code Chapter AE-7, and the City of Chippewa Falls Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this_____day of_____, 2018.

_____
Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
Project Number: 18100

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°29'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E
C3	N02°21'15"W (N02°45'06.5"W)	52.62'	462.60'	52.64'	6°31'13"		

Approved by the City of Chippewa Falls.

_____
Date

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@KLDS.NET

Date Filed: September 4, 2018

Fee Paid: $25.00 Date: 9/4/2018 TR#: 56541

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, WI, for rezoning authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: _____

Lot: _____ Block: _____ Subdivision: _____ Parcel# _____

Legal Description: Replat of Block 5 Zielie Addition, lot's 5 and 6

PIN's 22808-0843-68100005 and 22808-0843-68100006
4046.9100 4046.9200

Present zoning classification of property: R1C

Zoning classification requested: R2 for Duplexes

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: —

Existing use of all buildings on such land: Vacant

Principal use of all properties within 300 feet of such land: Residential Duplexes and single family homes

Purpose for which such property is to be used: For Duplexes

Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: These Duplexes will be built the same as the ones currently on Chippewa Crossing Blvd. They will be managed by the owner. These will be well taken care of buildings with great tenants.

Attach a plot plan or survey plat, drawn to scale, showing the property to be rezoned, location of structures and property lines within 300 feet of the property to be altered.

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council:

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

Peter A. Dahl
3760 130th St.
Chippewa Falls, WI 54729
Phone #: 715-828-5673
Email: Pete@locanconstruction.com
Signature: [illegible]

Phone #:
Email:
Signature:

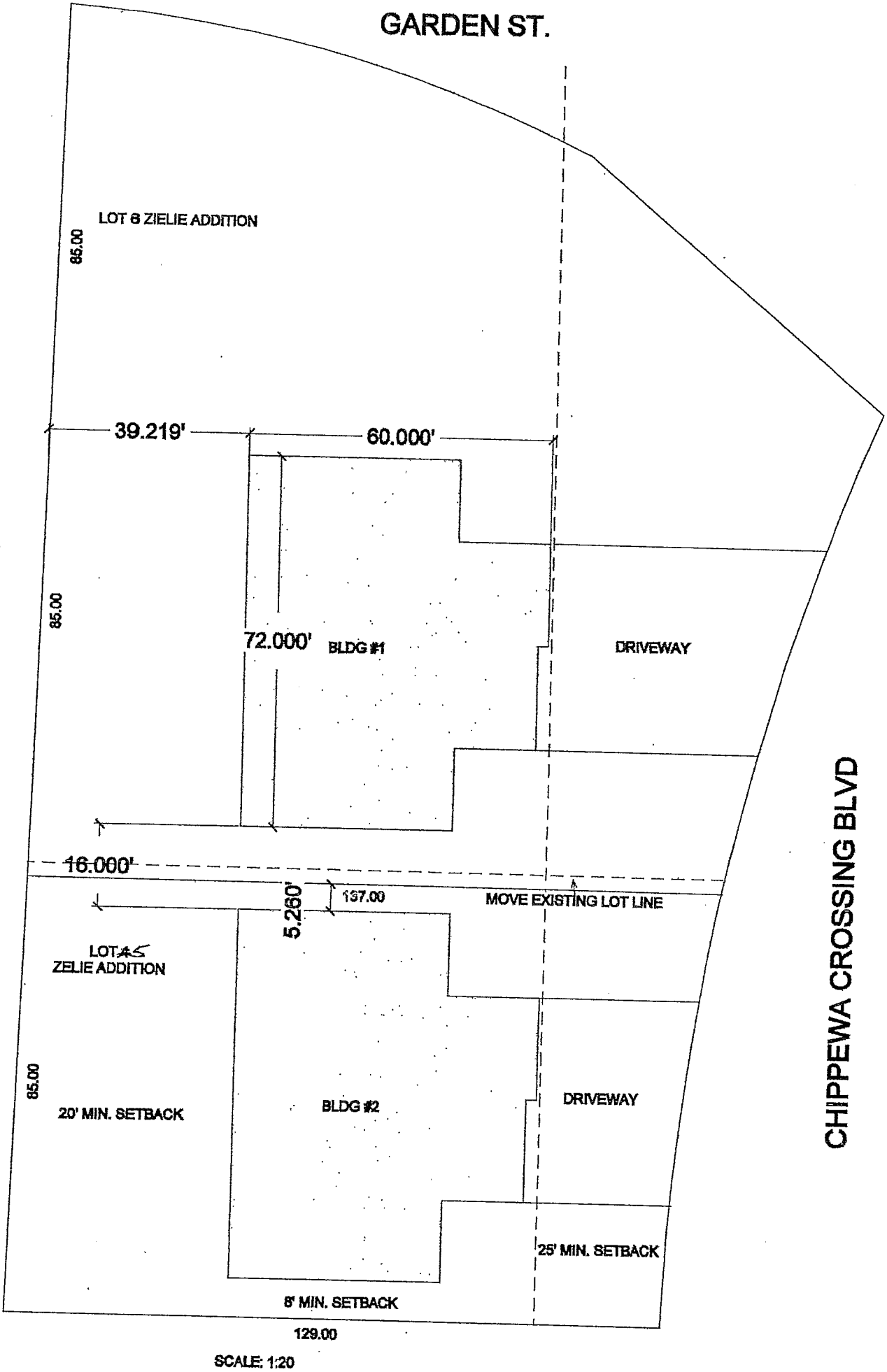
Phone #:
Email:
Signature:

Petitioner(s)/Address(es):

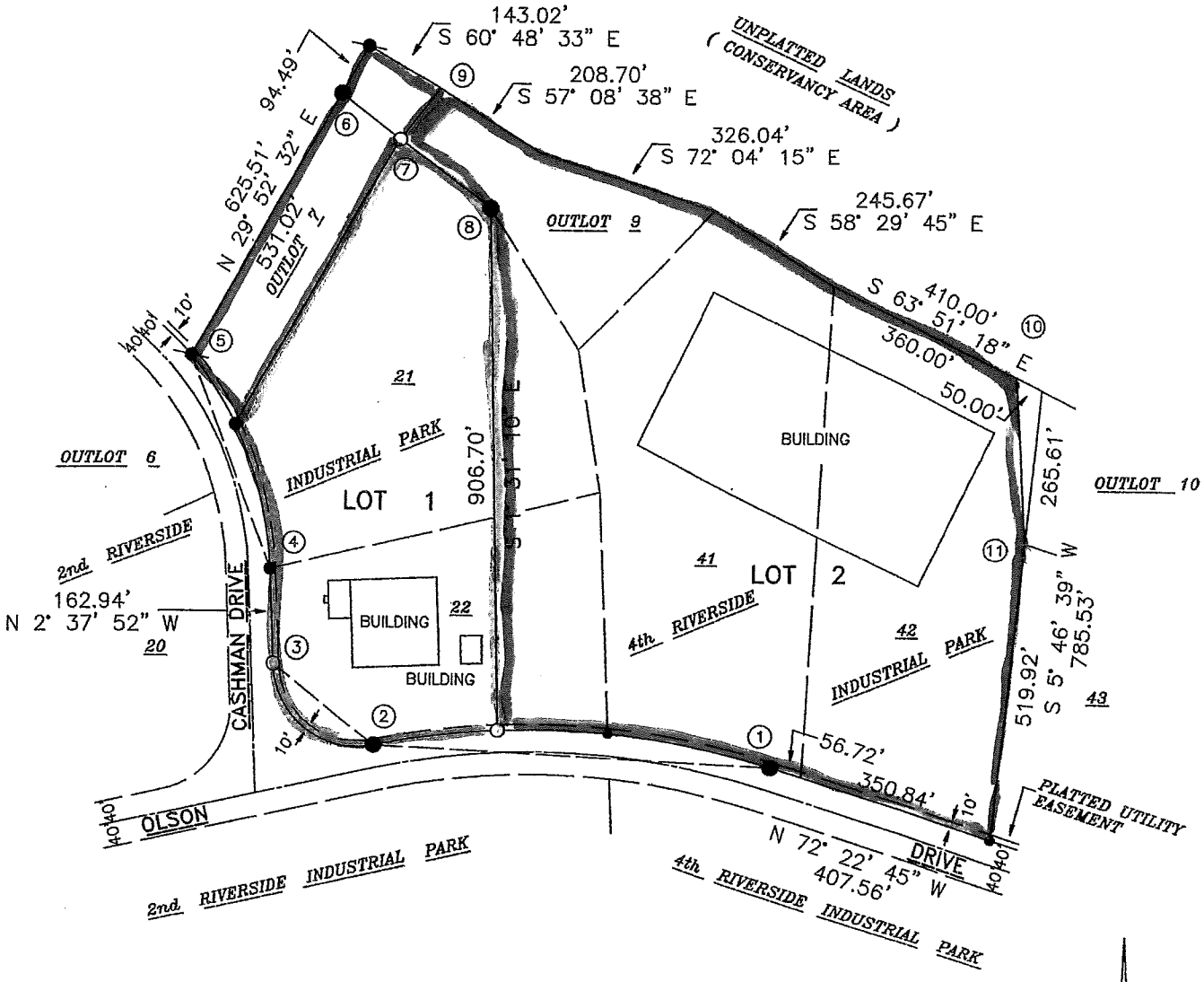
Wes and Karen Mueller
3963 138th St.
Chippewa Falls, WI 54729
Phone #: 715-225-0053
Email: wes.mueller.ob@gmail.com
Signature: Wesley Mueller

Phone #:
Email:
Signature:

Phone #:
Email:
Signature:


GARDEN ST.
LOT 6 ZIELIE ADDITION
85.00
39.219'
60.000'
85.00
72.000'
BLDG #1
DRIVEWAY
16.000'
5.260'
137.00
MOVE EXISTING LOT LINE
LOT 45
ZELIE ADDITION
85.00
20' MIN. SETBACK
BLDG #2
DRIVEWAY
25' MIN. SETBACK
8' MIN. SETBACK
129.00
CHIPPEWA CROSSING BLVD
SCALE: 1:20

BEING ALL OF OUTLOT 7, LOTS 21 AND 22 OF 2nd RIVERSIDE INDUSTRIAL PARK AND ALL OF OUTLOT 9, LOTS 41 AND 42 OF 4th RIVERSIDE INDUSTRIAL PARK IN SECTION 4, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



SCALE : 1" = 300'

0' 75' 150' 300' 600'

SURVEYOR
JOHN D. MICKESH
12059 115th STREET
CHIPPEWA FALLS, WISCONSIN 54729

FIELD WORK – 8 / 21 / 2018

N

LEGEND

O SET 1 1/4" OUTSIDE DIAMETER x 24" IRON PIPE WEIGHING 1.68 POUNDS / LINEAL FOOT

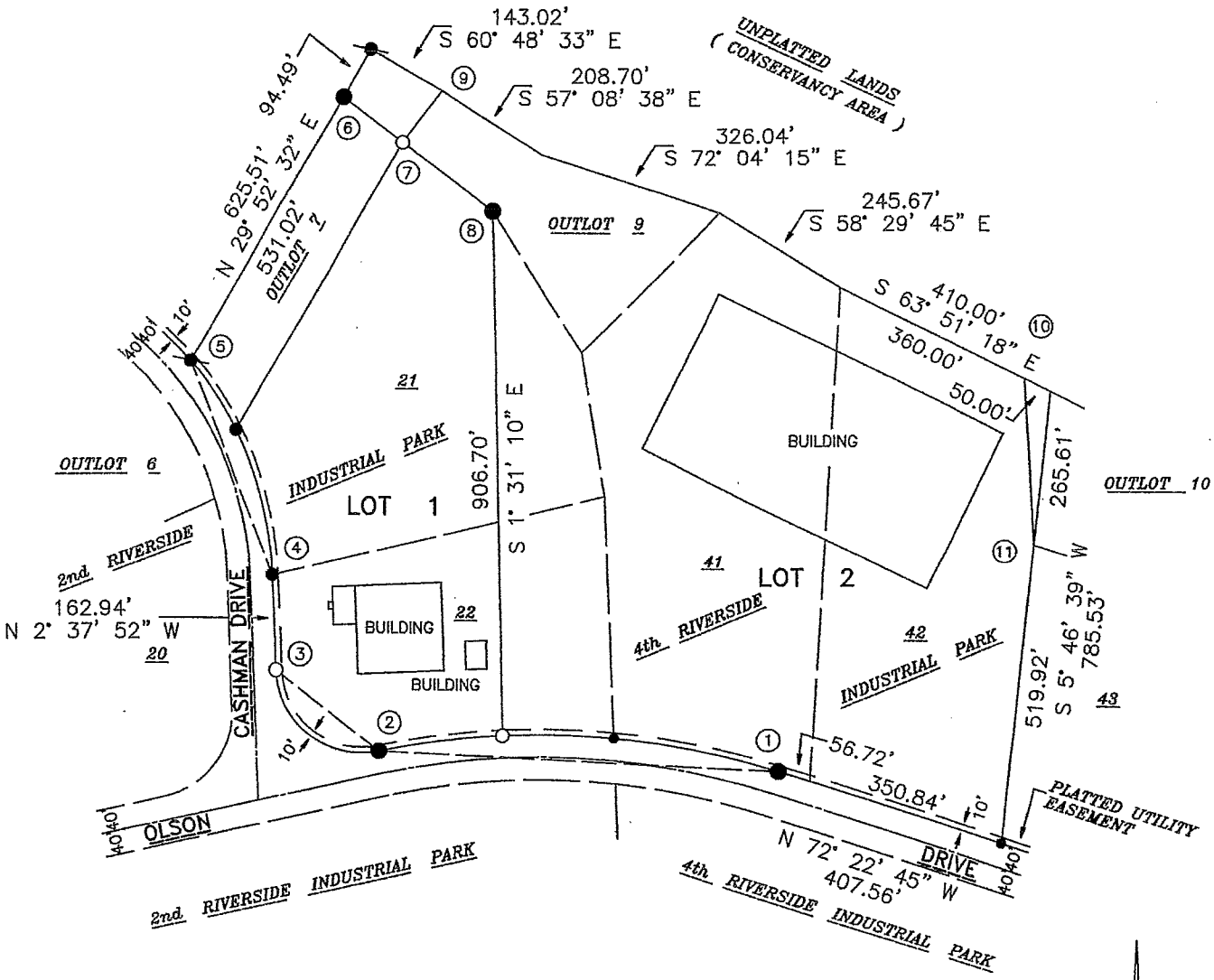
• FOUND 1" OUTSIDE DIAMETER IRON PIPE

● FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE

FOUND 1 1/4" REBAR

● FOUND 2" OUTSIDE DIAMETER IRON PIPE

BEING ALL OF OUTLOT 7, LOTS 21 AND 22 OF 2nd RIVERSIDE INDUSTRIAL PARK AND ALL OF OUTLOT 9, LOTS 41 AND 42 OF 4th RIVERSIDE INDUSTRIAL PARK IN SECTION 4, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



SCALE : 1" = 300'

0' 75' 150' 300' 600'

SURVEYOR
JOHN D. MICKESH
12059 115th STREET
CHIPPEWA FALLS, WISCONSIN 54729

FIELD WORK – 8 / 21 / 2018

N

LEGEND

O SET 1 1/4" OUTSIDE DIAMETER x 24" IRON PIPE WEIGHING 1.68 POUNDS / LINEAL FOOT

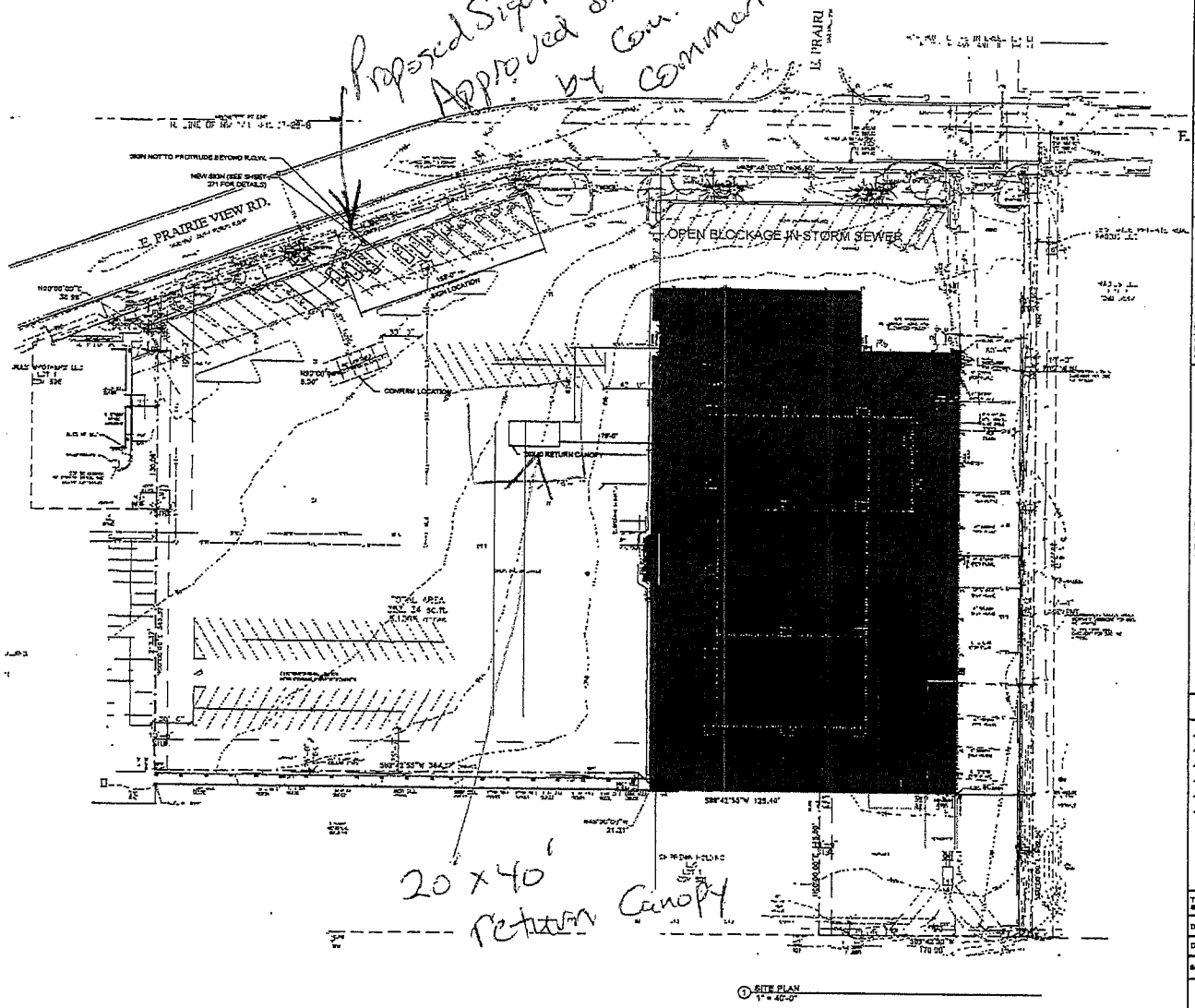
• FOUND 1" OUTSIDE DIAMETER IRON PIPE

● FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE

FOUND 1 1/4" REBAR

● FOUND 2" OUTSIDE DIAMETER IRON PIPE

Proposed Sign Location
Approved on 9/4/2018
by Com. # 3 and
Common Council



1 SITE PLAN
1" = 40'-0"

COMMERCIAL | INDUSTRIAL | DESIGN/BUILD

Alliance CONSTRUCTION & DESIGN

ARCHITECT OF RECORD:

PROJECT
18-003 INF#868075
PROPOSED BUILDING ALTERATION:
AMERCO REAL ESTATE COMPANY
409 E. PRAIRIE VIEW RD.
CHIPPEWA FALLS, WI 54729

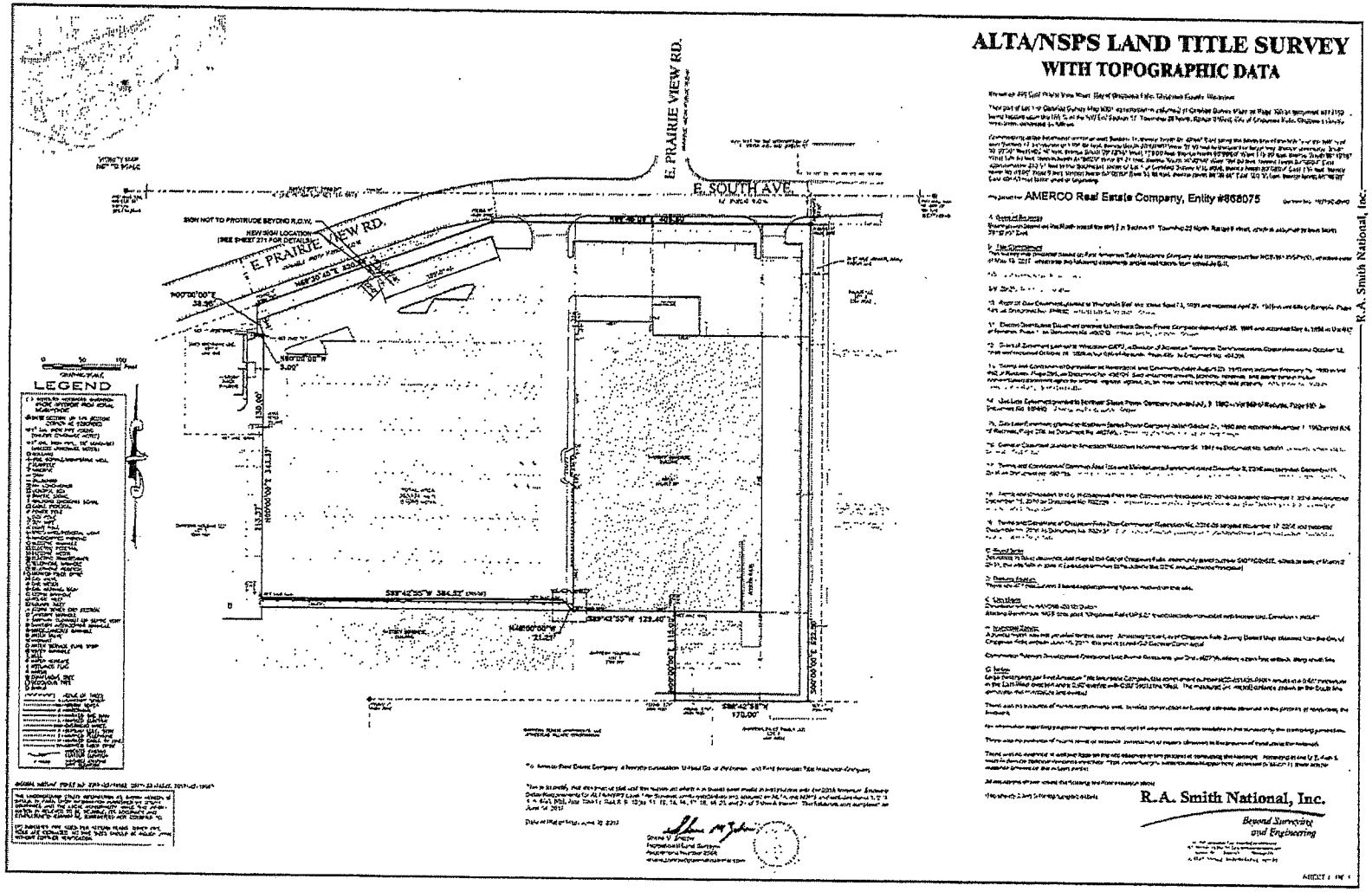
REVISIONS

1	05/25/18 FOR CONST.
2	06/28/18 DOOR SCHED.
3	
4	
5	
6	
7	
8	
9	
10	

TIME STAMP	8/29/2018 11:43:28 AM
DRAWN BY	Author
DATE	03/09/2018
SCALE	1" = 40'-0"

PROPOSED SITE

102



1 SIGN LOCATION
1" = 60'-0"

COMMERCIAL | INDUSTRIAL | DESIGN/BUILD

Alliance CONSTRUCTION & DESIGN

ARCHITECT OF RECORD:

PROJECT
18-003 - #868075
PROPOSED BUILDING ALTERATION:
AMERCO REAL ESTATE COMPANY
409 E. PRAIRIE VIEW RD.
CHIPPEWA FALLS, WI 54729

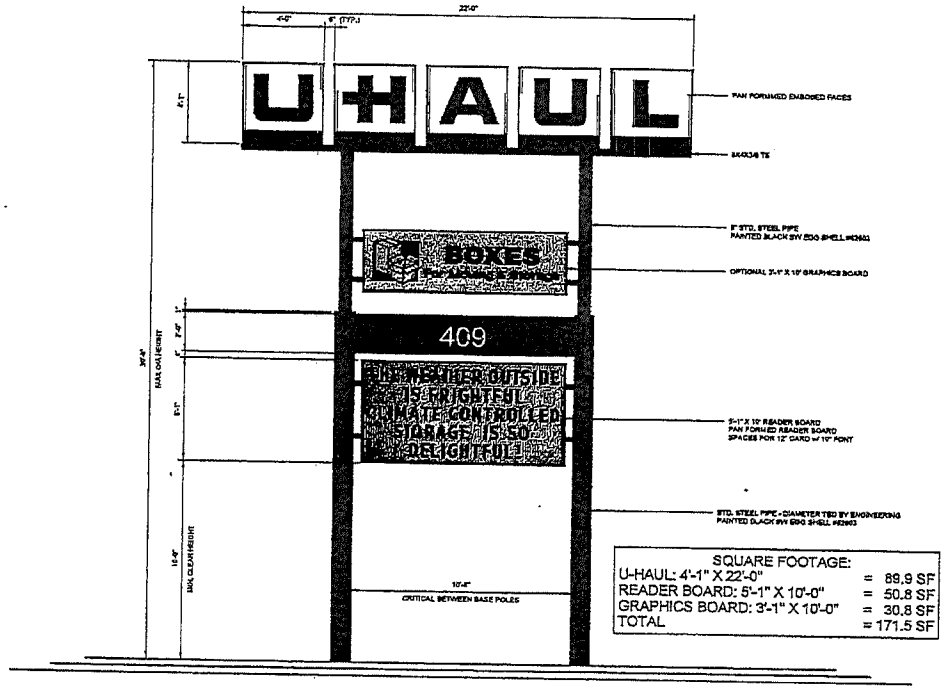
REVISIONS

1	06/26/18 FOR CONST.
2	06/26/18 DOOR SCHED.
3	
4	
5	
6	
7	
8	
9	
10	

TIME STAMP	8/29/2018 11:43:28 AM
DRAWN BY	M.J.D.
DATE	03/09/2018
SCALE	1" = 60'-0"

SIGN LOCATION

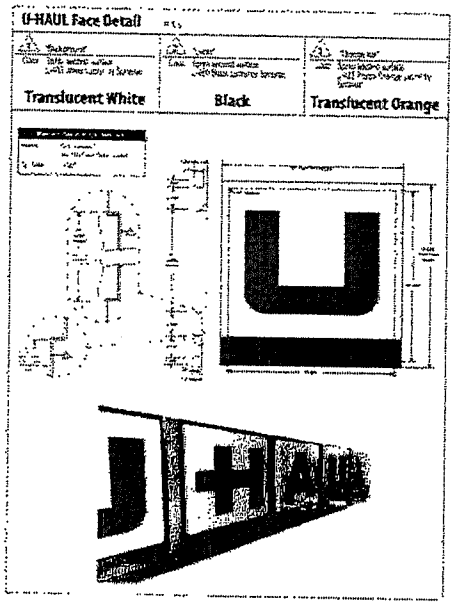
104



SQUARE FOOTAGE:

U-HAUL: 4'-1" X 22'-0"	=	89.9 SF
READER BOARD: 5'-1" X 10'-0"	=	50.8 SF
GRAPHICS BOARD: 3'-1" X 10'-0"	=	30.8 SF
TOTAL	=	171.5 SF

1 SIGN DETAIL
3/8" = 1'-0"



COMMERCIAL | INDUSTRIAL | DESIGN/BUILD

Alliance CONSTRUCTION & DISPLAY

ARCHITECT OF RECORD:

PROJECT
18-003 - INF #868075
PROPOSED BUILDING ALTERATION:
AMERCO REAL ESTATE COMPANY
409 E. PRAIRIE VIEW RD.
CHIPPEWA FALLS, WI 54729

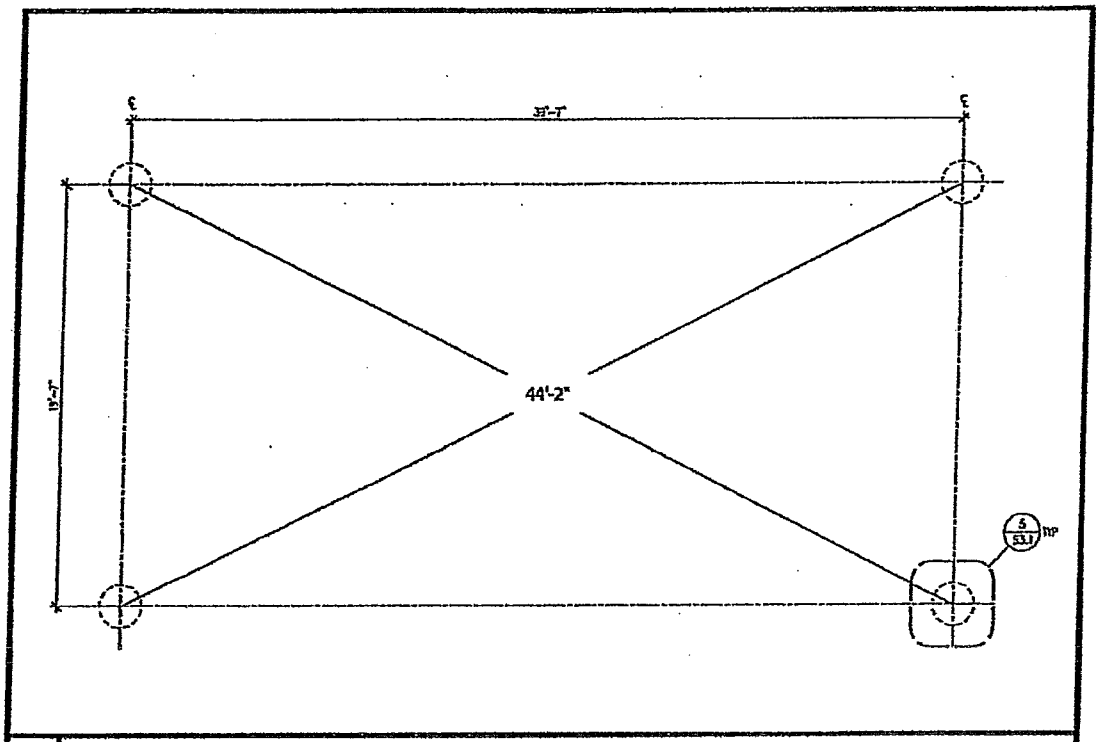
REVISIONS

1 06/20/18 FOR COAST
2 08/28/18 DOOR SCHED.
3
4
5
6
7
8
9
10

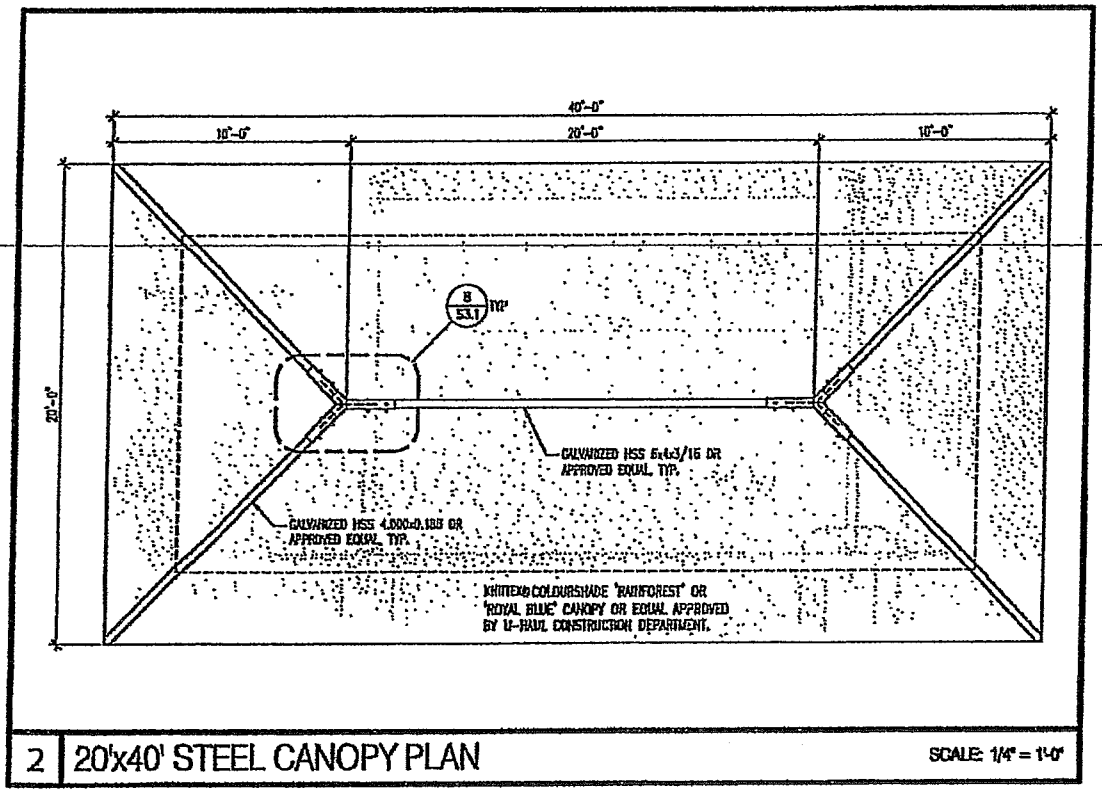
TIME STAMP 8/28/2018 11:43:29 AM
DRAWN BY M.J.D.
DATE 03/08/2018
SCALE 3/8" = 1'-0"

SIGN DETAIL

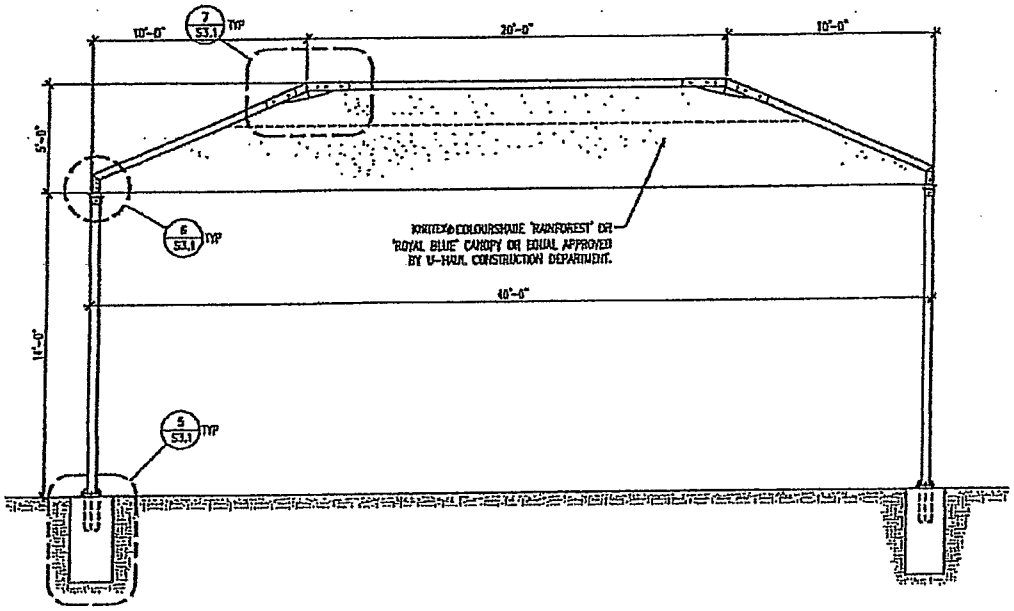
271



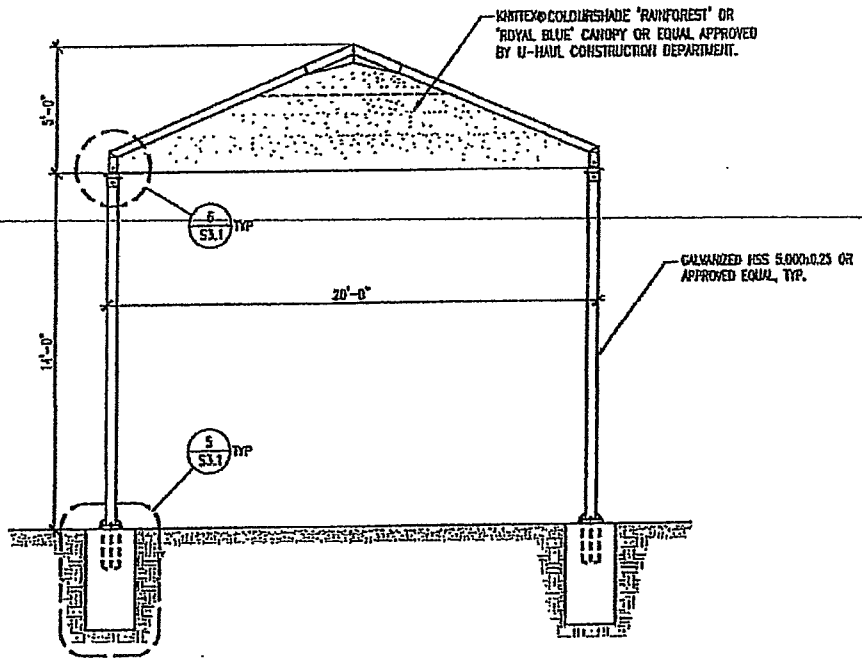
1 20'x40' STEEL CANOPY FOUNDATION PLAN SCALE: 1/4" = 1'-0"



2 20'x40' STEEL CANOPY PLAN SCALE: 1/4" = 1'-0"



3 20'x40' STEEL CANOPY SIDE ELEVATION SCALE: 1/4" = 1'-0"



4 20'x40' STEEL CANOPY SIDE ELEVATION SCALE: 1/4" = 1'-0"

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, September 11, 2018

1. Call to order by Beth Arneberg at 6:00 p.m.

   Roll Call: Members Present: Dale Berg, Carmen Muenich, Beth Arneberg, Heidi Hoekstra, Nate Seckora and Rob Kiefer. Absent: Audrey Stowell.

   Staff present: Dick Hebert and Josh Kriesel.

2. Approval of Minutes: **Motion by Nate Seckora/Dale Berg to approve August 14, 2018, minutes. Motion passed.**

   Audrey Stowell arrives.

3. Personal Appearances by Citizens. None.

4. Discuss/Consider Special Event Applications. None.

5. Discuss Consider:

   a. Replacing Walking Bridges in Irvine Park. Dick Hebert reports that installation starts next Wednesday. The project will take two weeks.

   b. Improvements and Repairs to Irvine Park Bandshell. Liberty's proposal for roof repair work on the bandshell is reviewed. Discussion regarding having more than one contractor's quote. Carmen Muenich will investigate to see if there are other contractors available for comparison purposes.

   c. Improvements and Repairs to Irvine Park Entrance Pillars. Dick Hebert reports this work should be done at the end of this month.

   d. Erickson Park Project. Ron Bakken reports on the Erickson Park project. He indicates there is a second overlook option for which engineering work would need to be done. The second overlook is desirable because while the ADA overlook is scenic, the dam is not viewable. It is not possible to move the overlook so that the dam is viewable and meet ADA requirements because of the slope. Proposal is to have two overlooks: one that meets ADA requirements and one with a view of the dam. Ayres Associates engineering work would be $4,900. **Motion by Rob Kiefer/Carmen Muenich to approve Amendment to Agreement #5 for engineering services of Ayres Associates in the amount of $4,900. Motion passed with one opposed.** Discussion regarding a tree drop that has DNR approval. A white pine would be removed from the shoreline and secured in the water for fish habitat. Haas is willing to drop the tree at no cost. **Motion by Nate Seckora/Rob Kiefer to do the fish drop. Motion passed.** Dick reports that Sept. 22 will be Leinenkugel's annual volunteer day for water projects. They will be clearing out invasives and dead wood.

   e. Improvements to Welcome Center. Heidi Hoekstra discusses exploring having the Historial Society continue work on artifact themes and finding someone to restore carriage and perhaps build a platform. Heidi will reach out to them. Discussed a donation box; Dick will have park employees make

one. Dick will also call John Mann to discuss possible class project ideas. Maintenance of the artifact database is also discussed.

f. Discuss Riverfront Park Improvements, Rules, Policies and Fees. Subcommittee is continuing to work. They will be meeting with groups that intend to use the park to get a better understanding of needs and ideas. Dick discusses option of portable fencing for larger events. Mission Statement has been distributed and will be voted on at a future meeting.

g. Recreation Report. Josh Kriesel reports pool is closed. There was better weather this year. Good attendance at dog swim. 272 soccer participants this year. Starting to work on Run for the Lights. Also doing some martial arts classes.

h. Director Report. Dick Hebert reports the Outdoor Recreation Plan needs to be done before May 1, 2019. This is needed in order to apply for DNR Stewardship Funds.

6. Approve Claims. Claims reviewed. **Motion by Rob Kiefer/Dale Berg to approve claims of $42,557.98. Motion passed.**

7. Park Board Members' Concerns or Comments. None.

8. Adjournment. **Motion by Heidi Hoekstra/ Carmen Meunich to adjourn at 7:01 p.m. Motion passed.**

Submitted by:

Dick Hebert
Audrey Stowell, Secretary

Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
August 15, 2018

1. Call to Order
Meeting was called to order by President Jeff Newton at 5:00 p.m.

2. Roll Call of Members
Members Present: Hoekstra, Jones, Newton, Rasmus
Absent: Ambelang, Drehmel, King
Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda
Motion by Ramus seconded by Jones to approve the agenda. All present Voting Aye. Motion carried.

4. Disposition of the minutes of the regular meeting of July 11, 2018.
Motion made by Hoekstra seconded by Rasmus to approve the minutes of the regular meeting of July 11, 2018. All present Voting Aye. Motion carried.

5 Disposition of the vouchers to be paid from the 2018 budget after August 21, 2018.
Motion made by Hoekstra seconded by Rasmus to approve payment of the vouchers to be paid from the 2018 budget after August 21, 2018. Roll call Vote taken. Aye – Hoekstra, Jones, Newton, Rasmus. All present Voting Aye. Motion carried.

6. Public appearances by citizens.
None

7. Correspondence
Thank you from the Legacy Community Center for the Library's donation of books.

8. Management report
Director Niese presented the Management Report. Staff has been doing Words on Wheels bring it to the splash pad, farmer's market and other gathering sites. The lobby to the Library has been finished. Patrons have been commented about the "clean" feel to the entrance area. The Library is now in the process of sheet rocking the wall directly across from the circulation desk.

9. Committee reports
a) None.

10. Current Business
a) Employee Handbook
The employee handbook was handed out with noted revisions for the Board of Trustees to review. Next month they will take action on the proposed changes.
b) Possible courtyard/outdoor classroom
The Library would like to take the area behind the brick wall and develop it into a courtyard/outdoor classroom. The issue of the brick wall was addressed. Director Niese was give the go ahead to seek quotes from outside vendors to remove the wall. He will report his findings at the next meeting.

11. Closed Session under WI Statues 10.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. "To:

a) .Director Evaluation

Motion made by Hoekstra, seconded by Rasmus to go into Closed Session under WI Statues 19.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employer over which the governmental body has jurisdiction or exercised responsibility to discuss Director Evaluation with only the Board present. Roll Call Vote taken. Aye Hoekstra, Jones, Newton, Rasmus. All present Voting Aye. Motion carried 5:25 pm.

Motion made by Hoekstra, seconded by Rasmus to return to open session. Returned to open session at 5:27 p.m. Motion made by Hoekstra, seconded by Rasmus to hold off Director Evaluation until more of the Board is present. All present Voting Aye. Motion carried.

12. Announcements

a) None

13. Items for future consideration.

a)

13. Adjournment

Motion made to adjourn by Rasmus seconded by Jones. All present Voting Aye. Motion carried. Meeting adjourned at 5:30 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address: Clarissa Cleven-Peterson (clevencr@chipfalls.org)	Applicant Phone Number: 715-726-2406 ex 1128
☒ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls High School Student Council 735 Terrill St Chippewa Falls, WI 54729
Name of the event: Homecoming Parade / Bonfire	Estimated number of persons participating: Parade / 100 Bonfire / 600

Date and start and end times requested for street use:
Friday Sept 28th Parade 4:30pm to 5:00pm
Bonfire 9:00pm to 11pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Parade Chi-Hi Parking lot - Coleman - Wheaton - Miles - Terrill - Coleman
Bonfire: Tropicana - Bel Air Streets (between middle school + McDonell

Use, described in detail, for which the street use permit is requested:
Homecoming Parade and Bonfire / Pig Roast

City services requested for the event (e.g., Street Department or Police Department staff time)
Police Escort for Parade - patrol / squad on duty
Police Involvement for bonfire - Barricades for bonfire

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Signature of Applicant: [signature] Date: 08/20/2018

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

On duty marked patrol unit parade escort; 2 officers on OT for bonfire and FB game.

Requirements of Applicant: Pick up any traffic control (cones or barricades) necessary for this event at the City Garage located at 115 Bank - Riverside Drive before noon on Friday Sept. 28 and return on Monday, October 1, 2018. Approx $450 [illegible] 8/30/2018

Approved by:

Signature of Chief of Police: [signature] 8-29-18

Signature of Director of Public Works: [signature] PE 8/30/2018

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-6661

☑ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. 514 N. Bridge St. Chippewa Falls, WI 54729 715-723-6661
Name of the event: Bridge to Wonderland Parade	Estimated number of persons participating: 10,000

Date and start and end times requested for street use:

Saturday, December 1, 2018 6-7:30 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

North Bridge Street from Cedar Street to the roundabout (see enclosed map)

Use, described in detail, for which the street use permit is requested:

Floats, vehicles, and walking units will participate in the annual Bridge to Wonderland Parade

City services requested for the event (e.g., Street Department or Police Department staff time)

Barricades (the Street Department will be provided with a map like previous years)

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Signature of Applicant — Date: 8/14/18

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

10 hrs of St. Dept staff @ $41/hour = $410.00 per if city council approves

3-4 officers for traffic direction - No cost.

Requirements of Applicant:

Approved by:

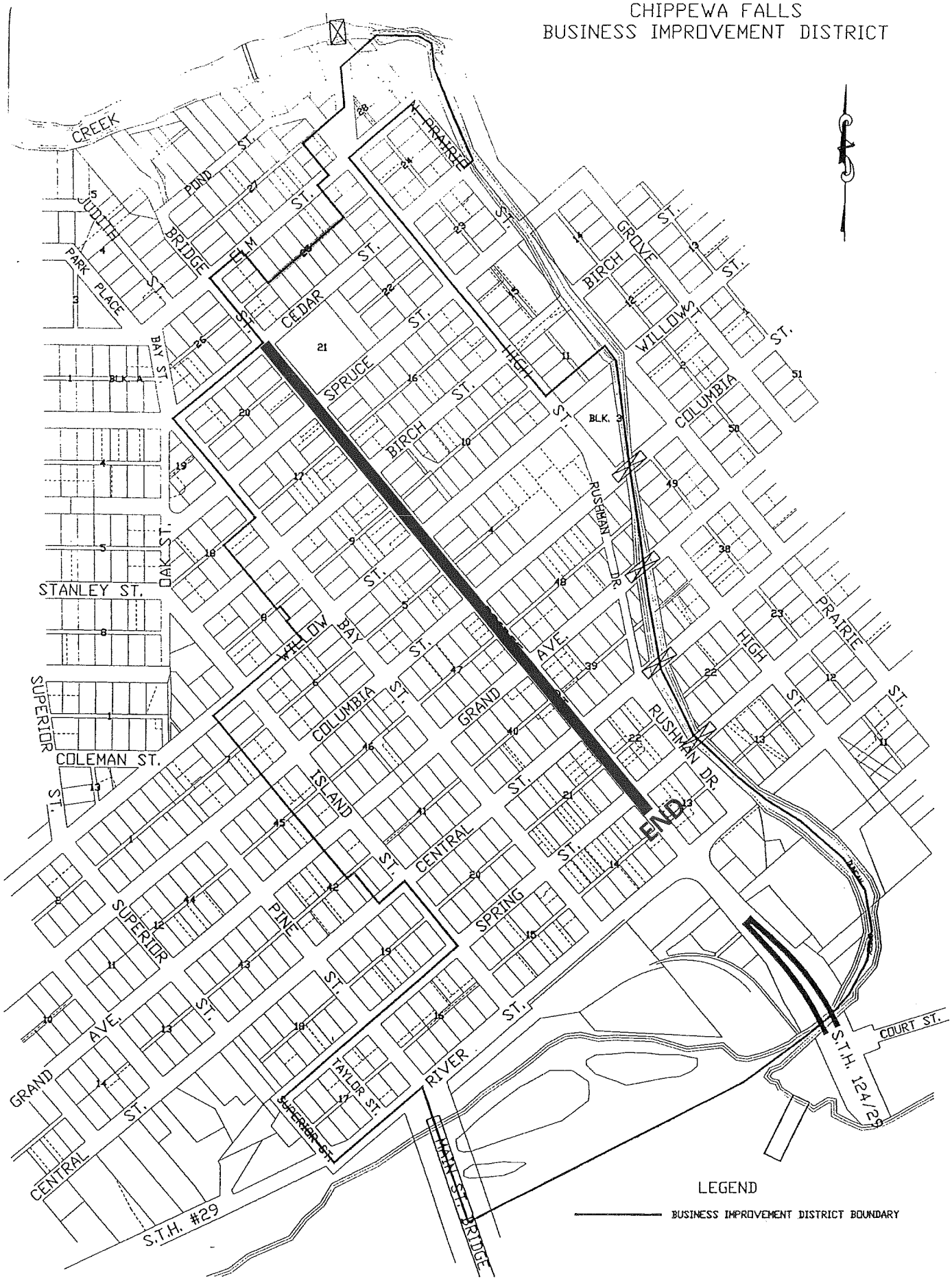
Signature of Chief of Police — 8-29-18

Signature of Director of Public Works — Richard J. Rabyne PE 9/13/2018

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

CHIPPEWA FALLS
BUSINESS IMPROVEMENT DISTRICT



CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address: ARTHUR BUTCHER 1008 DUTCHMAN DR. #2 CHIPPEWA FALLS WI 54729	Applicant Phone Number: 715 456 8568
☑ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: NO ORGANIZATION
Name of the event: RUN FOR THE FALLEN	Estimated number of persons participating: UNKNOWN

Date and start and end times requested for street use:

OCT. 6TH 2018 8:00 AM START 12:00 PM FINISH

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
LAKE WISSOTA INDUSTRIAL PARK
LAKE WISSOTA DR, LAKEVIEW DR., LAKELAND DR

Use, described in detail, for which the street use permit is requested: TO RUN/WALK FOR THOSE WHO HAVE FALLEN. I DO IT TO HONOR THE MILITARY, BUT ALSO MANY WHO HAVE FALLEN HELPING OTHERS

City services requested for the event (e.g., Street Department or Police Department staff time)

NONE OVER

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Signature of Applicant — Date: 9/7/18

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

None from CFPD. [illegible]

Requirements of Applicant:
Pick up any necessary traffic control cones or barricades prior to 1pm on Friday October 5, 2018 at the City Garage #5 Bjorn-Riverside Drive. Return on Monday, October 7, 2018 [illegible]

Approved by:

Signature of Chief of Police: 9-11-18

Signature of Director of Public Works: [illegible] PE 9/13/2018

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10 — Application Date: 9-4-2018

☐ Town ☐ Village ☑ City of Chippewa Falls — County of Chippewa

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

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

☑ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10-6-2018 and ending 10-6-2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** *(check appropriate box)* → ☑ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name McDonell Athletic Booster Club

(b) Address 1316 Bel Air Blvd. Chippewa Falls, WI 54729

(c) Will minors be present? NO Reason for minors being present: ☐ city

(d) Date organized

(e) If corporation, give date of incorporation

Security measures: Arm Band over age 21

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

(f) Names, addresses and phone numbers of all officers:

President Mike Wardusky 330 Summit Ct, CF 54729 715-577-4536

Vice President Sarah Schultz, 9330 137th St Chippewa Falls, WI 54729 715-559-0403

Secretary Janet Roth 1673 197th St Chippewa Falls WI 54729 715-720-0463

Treasurer Pam Baughman 7410 E Townline Rd S, Cornell WI 54732 715-239-6359

(g) Name and address of manager or person in charge of affair: Sarah Schultz (see above) and Michele Kressin

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 1316 Bel Air Blvd, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part. Commons and gym

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

PAID CITY OF CHIPPEWA FALLS SEP - 7 2018 CITY TREASURER TR # 56598

3. **Name of Event**

(a) List name of the event Spirit of the Macks Silent/Live Auction

(b) Dates and times of event 10-6-2018 5pm to 12AM

BM 9/11/18

DECLARATION

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

McDonell Athletic Boosters Club (Name of Organization)

Officer (Signature/date)

Officer Sarah Schultz (Signature/date)

Officer (Signature/date)

Officer (Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Police Department Approval

Date Granted by Council

License No. Date 9/11/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 9/29/2018 and ending 9/29/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

PAID CITY OF CHIPPEWA FALLS SEP - 5 2018 CITY TREASURER TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729 *(Street)* ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games

Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Janesville WI Game

(b) Dates and times of event September 29, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association *(Name of Organization)*

Officer Robert Normand 8/31/18 *(Signature/date)*

Officer [signature] 8/31/18 *(Signature/date)*

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/19/2018 and ending 10/20/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

RECEIVED CITY OF CHIPPEWA FALLS SEP - 5 2018 CITY TREASURER TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729 *(Street)* ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games

Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Aberdeen SD Games

(b) Dates and times of event October 19-20, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association *(Name of Organization)*

Officer Robert Normand 8/31/18 *(Signature/date)*

Officer _____ *(Signature/date)* 8-31-18

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval _____

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 10/26/2018 and ending 10/26/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

CITY OF CHIPPEWA FALLS
SEP - 5 2018
CITY TREASURER
TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Austin MN Game

(b) Dates and times of event October 26, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 11/2/2018 and ending 11/3/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

SEP - 5 2018
CITY TREASURER
TR # 505600

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Janesville WI Games

(b) Dates and times of event November 2-3, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer _____ 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval _____

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 11/16/2018 and ending 11/16/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 56560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Wilderness Game

(b) Dates and times of event November 16, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 11/24/2018 and ending 11/24/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 56500

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Austin MN Game

(b) Dates and times of event November 24, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 9/7/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/8/2018 and ending 12/8/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

SEP - 5 2018
CITY TREASURER
TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Fairbanks AK Game

(b) Dates and times of event December 8, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/14/2018 and ending 12/15/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 56560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Kenai AK Games

(b) Dates and times of event December 14-15, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval _____

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/21/2018 and ending 12/21/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 565600

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Magicians Game

(b) Dates and times of event December 21, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer 8-31-18
(Signature/date)

Officer
(Signature/date)

Officer
(Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 12/28/2018 and ending 12/29/2018 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 56560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games

Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Fairbanks AK Games

(b) Dates and times of event December 28-29, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 1/26/2019 and ending 1/26/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 526560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Magicians Game

(b) Dates and times of event January 26, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 2/1/2019 and ending 2/1/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 560560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Wilderness Game

(b) Dates and times of event February 1, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval _____

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 2/8/2019 and ending 2/9/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018
CITY TREASURER
TR # 56560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Janesville WI Games

(b) Dates and times of event February 8-9, 2018 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 2/14/2019 and ending 2/15/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

SEP - 5 2018 CITY CLERK TR # 56560

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Kenai AK Games

(b) Dates and times of event February 14-15, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer 8-31-18
(Signature/date)

Officer
(Signature/date)

Officer
(Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 2/22/2019 and ending 2/22/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

PAID
CITY OF CHIPPEWA FALLS
SEP - 5 2018
CITY TREASURER
TR # 545160

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Magicians Game

(b) Dates and times of event February 22, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 3/8/2019 and ending 3/9/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

PAID
CITY OF CHIPPEWA FALLS
SEP - 5 2018
CITY TREASURER
TR # 560560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Springfield IL Games

(b) Dates and times of event March 8-9, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 3/22/2019 and ending 3/23/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

PAID
CITY OF CHIPPEWA FALLS
SEP - 5 2018
CITY TREASURER
TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Springfield IL Games

(b) Dates and times of event March 22-23, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer [signature] 8-31-18
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [signature]

Date 09/07/18

Wisconsin Department of Revenue

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE $ 10.00 Application Date: 8/31/2018

☐ Town ☐ Village ☒ City of Chippewa Falls County of Chippewa

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

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

☐ A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4/6/2019 and ending 4/6/2019 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization *(check appropriate box)* → ■ Bona fide Club ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

PAID
CITY OF CHIPPEWA FALLS
SEP - 5 2018
CITY TREASURER
TR # 56560

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) ☐ Town ☐ Village ■ City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

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

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

Treasurer Erik LeMay, 13383 132nd St, Chippewa Falls, WI 54729 716-563-6806

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot Block

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area. Alcohol will not be allowed outside of the premises or in locker rooms.

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

(e) Will minors be present? Yes Reason for minors being present: Spectators at games
Security measures: Licensed bartenders, security personnel to check IDs

3. Name of Event

(a) List name of the event Chippewa Steel vs Minnesota Magicians Game

(b) Dates and times of event April 6, 2019 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

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

Chippewa Youth Hockey Association
(Name of Organization)

Officer Robert Normand 8/31/18
(Signature/date)

Officer 8-31-18
(Signature/date)

Officer
(Signature/date)

Officer
(Signature/date)

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval

Date 09/07/18

Wisconsin Department of Revenue

ORDINANCE NO. 2018-13

AN ORDINANCE PROHIBITING OPEN-FLAME CANDLES AND FIXTURES

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That § 9.025 of the Chippewa Falls Municipal Code be created to provide as follows:

9.025 OPEN-FLAME CANDLES AND FIXTURES

No airborne open-flame device, i.e., sky lantern, may be launched or used, free-floating or tethered in the City of Chippewa Falls. Airborne open-flame devices from neighboring jurisdictions that enter into the City of Chippewa Falls are also prohibited. The term "sky lantern" as used in this section means any airborne lantern typically constructed from paper with a wood, metal or cardboard frame containing a candle or fuel cell composed of a waxy flammable material or other open flame which serves as a heat source to heat the air inside the lantern to cause it to lift into the air. Sky candles, fire balloons and airborne paper lanterns and like names mean the same as sky lanterns.

DATED this 18th day of September, 2018.

COUNCIL PRESIDENT: _____
Rob Kiefer

FIRST READING: September 4, 2018

SECOND READING: September 18, 2018

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

ORDINANCE NO. 2018-14

AN ORDINANCE CREATING § 12.03(13) OF THE CHIPPEWA FALLS MUNICIPAL CODE TO ALLOW FOR THE ISSUANCE OF CERTAIN TEMPORARY ALCOHOL LICENSES AS ALLOWED BY THE WISCONSIN STATUTES.

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. Section 125.26(1) of the Wisconsin Statutes provides that every municipal governing body may authorize an official of the municipality to issue temporary Class "B" licenses under § 125.26(6), Wisconsin Statutes.

2. Section 125.51(1)(a) of the Wisconsin Statutes provides that every municipal governing body may authorize an official of the municipality to issue temporary "Class B" licenses under § 125.51(10) of the Wisconsin Statutes.

3. Based upon the foregoing state statutes § 12.03(13) of the Chippewa Falls Municipal Code is hereby created to provide as follows:

   (13) CITY CLERK AUTHORIZATION FOR TEMPORARY LICENSES.
   It is recognized that organizations, bona fide clubs, and other entitled permittees to temporary alcohol licensing sometimes fail to timely apply for temporary alcohol licenses for which they qualify and this necessitates convening Special City Council Meetings in order to pass upon the temporary alcohol licensing request. In such situations the Chippewa Falls City Clerk is hereby authorized to determine the validity of the temporary alcohol licensing application and, if valid, issue the requested temporary alcohol license. This is limited to Class "B" licenses permitted under § 126.26(6), Wisconsin Statutes, and "Class B" license permitted under § 125.51(10), Wisconsin Statutes.

DATED this 18th day of September, 2018.

COUNCIL PRESIDENT: _____
Rob Kiefer

FIRST READING: September 4, 2018

SECOND READING: September 18, 2018

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

ORDINANCE NO. 2018-15

AN ORDINANCE AMENDING THE ZONING CODE OF THE CITY OF CHIPPEWA FALLS

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That the following described real estate situated in the City of Chippewa Falls, Chippewa County, Wisconsin, be rezoned:

Parcels 4046.9100 and 4046.9200, Lots 5 and 6, Replat of Block 5, Zielie's Addition, located at the Southwest corner of Garden Street and Chippewa Crossing Boulevard

R-1C Single Family Residential District to R-2 Two Family Residential District

2. That the Zoning District Map of the City of Chippewa Falls be and the same is hereby amended in accordance with the foregoing.
3. That this Ordinance shall take effect from and after its passage and publication.

Dated this 2nd day of October 2018

FIRST READING: September 18, 2018

SECOND READING: October 2, 2018

PUBLIC HEARING: October 2, 2018

_____
Council President

APPROVED:_____
Mayor

ATTEST:_____
Bridget Givens, City Clerk

PUBLISHED:_____

LOTS 5 & 6-ZIELIE'S REPLAT
REZONING
LOCATION MAP

AREA TO BE REZONED

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF $4,660,000 GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2018A

WHEREAS, on August 21, 2018, the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") (by a vote of at least 3/4 of all of the members of the Common Council as required by Section 2.27 of the City's Municipal Code) adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: $1,030,000 for street improvement projects; $255,000 for library projects; and $365,000 for sewerage projects (collectively, the "Project Initial Resolutions");

WHEREAS, on August 21, 2018, the Common Council of the City also adopted an initial resolution authorizing the issuance of general obligation refunding bonds in an amount not to exceed $3,010,000 (the "Refunding Initial Resolution");

WHEREAS, the obligations to be refunded are the General Obligation Corporate Purpose Bonds, Series 2009A, dated December 17, 2009 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Project Initial Resolutions, the City Clerk caused a notice to electors to be published in the Chippewa Herald, stating the purpose and maximum principal amount of the bond issues authorized by the Project Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues, authorized by the Project Initial Resolutions;

WHEREAS, to date no petition for referendum has been filed with the City Clerk, and the time to file such a petition will expire on September 20, 2018;

WHEREAS, on August 21, 2018, the Common Council of the City also adopted a resolution (the "Set Sale Resolution"), providing that the general obligation bond issues authorized by the Project Initial Resolutions and the Refunding Initial Resolution be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds, Series 2018A" (the "Bonds") for the purpose of paying the cost of the Project and the Refunding;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds to pay the cost of the Project and the Refunding;

WHEREAS, the requirements of Section 3.12 of the City's Municipal Code have been met with respect to the Refunded Obligations and the portion of the Bonds issued for the Refunding (the "Refunding Obligations") as shown on Exhibit D-3;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on September 18, 2018;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on September 18, 2018;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the Common Council now deems it necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of $_____ for the following purposes and in the following amounts: $_____ for street improvement projects; $_____ for library projects; $_____ for sewerage projects; and $_____ for refunding obligations of the City, including interest on them.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Project and the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION SIX HUNDRED SIXTY THOUSAND DOLLARS ($4,660,000) from the Purchaser in accordance with the terms and conditions of the Proposal. Subject to the condition that no valid petition for a referendum is filed by September 20, 2018 in connection with any of the Project Initial Resolutions, the Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the

date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2018A"; shall be issued in the aggregate principal amount of $4,660,000; shall be dated October 3, 2018; shall be in the denomination of $5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and the obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

[If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the City shall direct.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2018A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds

canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds and the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if

taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Bonds.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall

cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 1, 2018 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 18, 2018.

_____
Gregory S. Hoffman
Mayor

ATTEST:

_____
Bridget Givens
City Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-3

Refunding Obligations and Section 3.12 of the City's Municipal Code

Schedule of Refunding Obligations to be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

All of the requirements of Section 3.12 of the City's Municipal Code have been met with respect to the Refunded Obligations and the Refunding Obligations including:

Section (3): this Resolution authorizes the issuance of the Refunding Obligations without an election because the issuance of the Refunding Obligations will reduce interest costs for the City;

Section (4): the Refunded Obligations have been outstanding for at least one year since the date of their delivery;

Section (5): the principal amount of the Refunding Obligations ($_____) does not exceed the principal amount of the Refunded Obligations ($2,950,000);

Section (6): the purchase price of the Refunding Obligations is equal to ($_____), which is not less than the principal amount thereof.

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)

For the Term Bonds Maturing on October 1, ____

Redemption Date	Amount
____	$_____
____	_____
____	_____ (maturity)]

DRAFT

EXHIBIT E

(Form of Bond)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS

CHIPPEWA COUNTY

NO. R-___ CITY OF CHIPPEWA FALLS $_____

GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2018A

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
October 1, _____	October 3, 2018	____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
($_____)

FOR VALUE RECEIVED, the City of Chippewa Falls, Chippewa County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on October 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of $4,660,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: $_____ for street improvement projects; $_____ for library projects; $_____ for sewerage projects; and $_____ for refunding obligations of the City, including interest on

them, as authorized by resolutions adopted on August 21, 2018 and September 18, 2018. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on October 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2027 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution awarding the Bonds, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together

with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

DRAFT

IN WITNESS WHEREOF, the City of Chippewa Falls, Chippewa County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CHIPPEWA FALLS
CHIPPEWA COUNTY, WISCONSIN

By: _____
Gregory S. Hoffman
Mayor

(SEAL)

By: _____
Bridget Givens
City Clerk

DRAFT

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolutions of the City of Chippewa Falls, Chippewa County, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By_____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

_____

(Name and Address of Assignee)

_____

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____
(e.g. Bank, Trust Company or Securities Firm)

_____
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

_____
(Authorized Officer)

DRAFT

EXHIBIT F

NOTICE OF FULL CALL*

CITY OF CHIPPEWA FALLS
CHIPPEWA COUNTY, WISCONSIN
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2009A,
DATED DECEMBER 17, 2009

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on December 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

Maturity Date	Principal Amount	Interest Rate	CUSIP No.
12/01/19	$695,000	3.40%	169772UD0
12/01/20	705,000	3.60	169772UE8
12/01/21	720,000	3.80	169772UF5
12/01/23	185,000	4.00	169772UH1
12/01/24	100,000	4.20	169772UJ7
12/01/25	100,000	4.30	169772UK4
12/01/26	110,000	4.40	169772UL2
12/01/27	110,000	4.50	169772UM0
12/01/28	120,000	4.60	169772UN8
12/01/29	105,000	4.70	169772UP3

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay Wisconsin, the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on December 1, 2018.

By Order of the
Common Council
City of Chippewa Falls
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to December 1, 2018. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2018 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

Resolution No. 2018-34

RESOLUTION CONCERNING COMPLETION OF NELSON ROAD EXTENSION UTILITIES AND INFRASTRUCTURE

WHEREAS, the City of Chippewa Falls and Max G. Gehler Jr. have entered into a Developer's Agreement for the construction of Nelson Road Extension and

WHEREAS, project contractor Tanner Excavating, Inc. has completed underground infrastructure and surface work for the entire Nelson Road Extension; and

WHEREAS, said underground infrastructure and surface work on Nelson Road Extension has been inspected and tested and found to be in compliance with City of Chippewa Falls standards, ordinances and specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN:

That the City of Chippewa Falls declares open and accepts the infrastructure and street surface treatment for the Nelson Road Extension.

Dated this 18th day of September, 2018.

ADOPTED: _____ _____
Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

RESOLUTION NO. 2018-35

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP

RESOLVED, that a Certified Survey Map prepared by Real Land Surveying, on behalf of Steve Frazer is hereby approved by the Chippewa Falls Common Council. Said parcels being all of Lots 16-18, Block 1, Zielie's Addition located in of the SW ¼ of the SE ¼ of Section 8, T28N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18th day of September, 2018

ADOPTED: _____ _____

Council President

APPROVED: _____

Mayor

I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST:_____

City Clerk

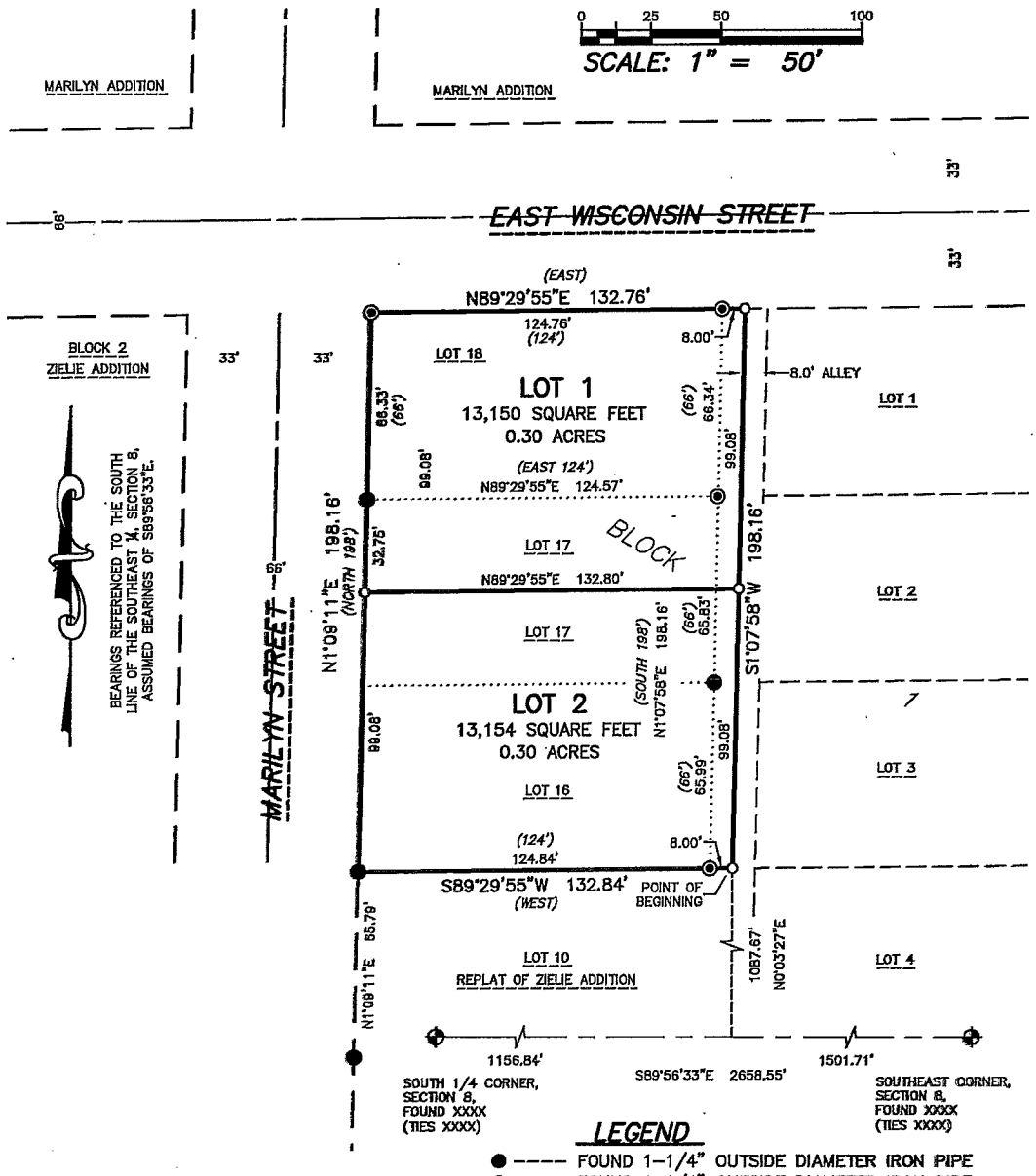
CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER_____

RECORDED IN VOLUME ____ OF CERTIFIED SURVEY MAPS PAGE_____

_____
REGISTER

LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

INCLUDING ALL OF LOTS 16–18, BLOCK 1 OF ZIELIE ADDITION



LEGEND

- ● ---- FOUND 1–1/4" OUTSIDE DIAMETER IRON PIPE
- ◉ ---- FOUND 1–1/4" OUTSIDE DIAMETER IRON PIPE WITH PINCHED TOP
- o ---- SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT
- ( ) ---- RECORDED AS

FIELDWORK COMPLETED
ON: _____

DATE APPROVED_____
CHIPPEWA COUNTY PLANNING AGENCY

BY_____

REAL LAND SURVEYING
1360 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514–4116
CADD # 18228

SHEET 1 OF 2 SHEETS

PAGE_____

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER_____

RECORDED IN VOLUME _____ OF CERTIFIED SURVEY MAPS PAGE _____

LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT BY THE DIRECTION OF STEVE FRASER, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: LOCATED IN THE SOUTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN; INCLUDING ALL OF LOTS 16-18, BLOCK 1 OF ZIELIE ADDITION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 8;
- THENCE S.89°56'33"E., ALONG THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 8, A DISTANCE OF 1156.84 FEET;
- THENCE N.00°03'27"E., A DISTANCE OF 1087.67 FEET TO THE POINT OF BEGINNING;
- THENCE S.89°29'55"W., ALONG THE SOUTH LINE OF SAID LOT 16, A DISTANCE OF 132.84 FEET TO THE EAST RIGHT OF WAY LINE OF MARILYN STREET;
- THENCE N.01°09'11"E., ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 198.15 FEET TO THE SOUTH RIGHT OF WAY LINE OF EAST WISCONSIN STREET;
- THENCE N.89°29'55"E., ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 132.76 FEET;
- THENCE S.01°07'58"W., A DISTANCE OF 198.15 FEET TO THE POINT OF BEGINNING.

AND BEING SUBJECT TO EXISTING EASEMENTS.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS_____DAY OF_____, 2018
PETER J. GARTMANN, P.L.S. 2279

Prepared for:
Fraser Construction
Steve Fraser
4833 160th Street
Chippewa Falls, WI 54729

Prepared By:
Real Land Surveying
1360 International Drive
Eau Claire, WI 54701

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

CADD NO. 18228

RESOLUTION NO. 2018-36

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP

RESOLVED, that a Certified Survey Map prepared by Everyday Surveying on behalf of Craig Wurzer is hereby approved by the Chippewa Falls Common Council. Said parcels being Lot 1 and 2, Block 4, Timber Terrace Addition, Lots 3-5 and 15-17, Block 4, Timber Terrace 1st Addition and part of vacated Marrs Street located in part of the NW ¼ of the NE ¼, of Section 5, T28N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18th day of September, 2018

ADOPTED: _____ _____

Council President

APPROVED: _____

Mayor

I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST:_____

City Clerk

CHIPPEWA CO. CERTIFIED SURVEY

MAP NO._____

RECORDED IN VOL._____OF THE CERTIFIED SURVEY MAPS PAGE_____,

_____ REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

LEGEND

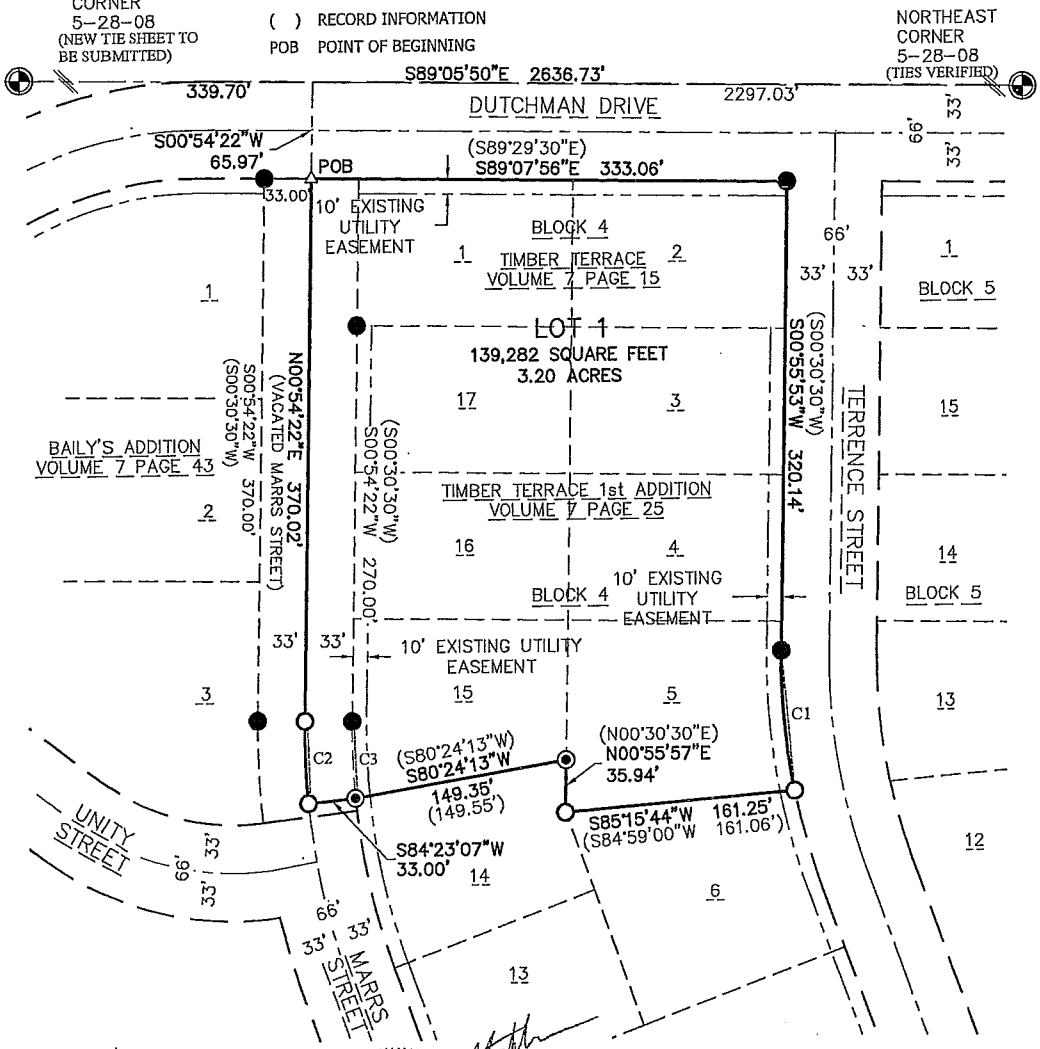
- FOUND 2 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE
- FOUND 1 1/4" IRON BAR
- SET MAGNAIL
- SET 1" OUTSIDE DIAMETER BY 18" IRON PIPE, 1.13 POUNDS / LINEAR FOOT
- ( ) RECORD INFORMATION
- POB POINT OF BEGINNING

BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 5, WHICH IS ASSUMED TO BEAR S89°05'50"E.

NORTH

0 50 100

1"=100'



NOTES:
1. SEE SHEET 2 FOR CURVE TABLE.
2. FIELDWORK COMPLETED 8/27/2018.

Owner:
C & E Lighthouse Properties LLC
1750 Hallie Road
Chippewa Falls, WI 54729

WISCONSIN JEFF C. STOCKBURGER S-2708 EAU CLAIRE, WI LAND SURVEYOR

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@KLDS.NET

SHEET 1 OF 2 SHEETS

PAGE_____

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO._____
RECORDED IN VOL._____OF THE CERTIFIED SURVEY MAPS PAGE_____,

_____
REGISTER

Lot 1 and 2, Block 4 of "Timber Terrace" Volume 7 Page 15, Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addition" Volume 7 Page 25, and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE:

I, Jeffrey C. Stockburger, Professional Land Surveyor in the State of Wisconsin, do hereby certify that by the order of Craig Wurzer, I have surveyed Lot 1 and 2, Block 4 of "Timber Terrace", Lots 3-5, and 15-17, Block 4 of "Timber Terrace 1st Addtion", and part of vacated Marrs Street all lying in part of the Northwest Quarter of the Northeast Quarter, Section 5, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 5;
Thence S89°05'50"E, 339.70 feet along the north line of the Northeast Quarter;
Thence S00°54'22"W, 65.97 feet to the northerly line of vacated Marrs Street and the point of beginning;
Thence S89°07'56"E, 333.06 feet along said vacated Marrs Street and the southerly right-of-way line of Dutchman Drive to the westerly right-of-way line of Terrence Street;
Thence S00°55'53"W, 320.14 feet along westerly right-of-way line of Terrence Street;
Thence along said right-of-way line and the arc of a curve 96.25 feet, concave easterly, with a chord bearing of S05°17'35"E, a chord length of 96.06 feet, and a radius of 444.77 feet to the southeast corner of said Lot 5 "Timber Terrace 1st Addition";
Thence S85°15'44"W, 161.25 feet along the southerly line of said Lot 5;
Thence N00°55'57"E, 35.94 feet along the westerly line of said Lot 5 to the southeast corner of Lot 15 of said "Timber Terrace 1st Addition";
Thence S80°24'13"W, 149.35 feet to the southwest corner of said Lot 15;
Thence S84°23'07"W, 33.00 feet to the centerline of vacated Marrs Street;
Thence along the centerline of vacated Marrs Street and the arc of a curve 56.41 feet, concave easterly, with a chord bearing of N02°21'15"W, a chord length of 56.37 feet, and a radius of 495.60 feet;
Thence N00°54'22"E, 370.02 feet along said centerline of vacated Marrs Street to the point of beginning.

Said parcel contains 139,282 square feet or 3.20 acres of land, more or less.

I also certify that I have complied with the provisions of Chapter 236.34 of the Wisconsin Statutes, Wisconin Administrative Code Chapter AE-7, and the City of Chippewa Falls Subdivision Ordinance. I further certify to the best of my knowledge and belief that the accompanying map is a true and correct representation of the exterior boundaries of the land surveyed and the division thereof made.

Dated this_____day of_____, 2018.

_____
Jeffrey C. Stockburger, Wisconsin Professional Land Surveyor, S-2708
Project Number: 18100

CURVE TABLE

CURVE	CHORD BEARING	CHORD	RADIUS	ARC	DELTA	TANGENT IN	TANGENT OUT
C1	S05°17'35"E	96.06'	444.77'	96.25'	12°23'55"	S00°54'23"W	S11°29'33"E
C2	N02°21'15"W	56.37'	495.60'	56.41'	6°31'15"	N05°36'53"W	N00°54'23"E
C3	N02°21'15"W (N02°45'06.5"W)	52.62'	462.60'	52.64'	6°31'13"		

Approved by the City of Chippewa Falls.

_____
Date

EVERYDAY SURVEYING & ENGINEERING
dba: KRAMER LAND DESIGN
1818 BRACKETT AVENUE • EAU CLAIRE, WI 54701
PH: (715) 831-0654 • EMAIL: INFO@KLDS.NET

RESOLUTION NO. 2018-37

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP

RESOLVED, that a Certified Survey Map prepared by Chippewa Surveying is hereby approved by the Chippewa Falls Common Council. Said parcels being all of Outlot 7, Lots 21 and 22 of 2nd Riverside Industrial Park and all of Lots 41 and 42 of 4th Riverside Industrial Park in Section 4, T28N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18th day of September, 2018

ADOPTED: _____ _____

Council President

APPROVED: _____

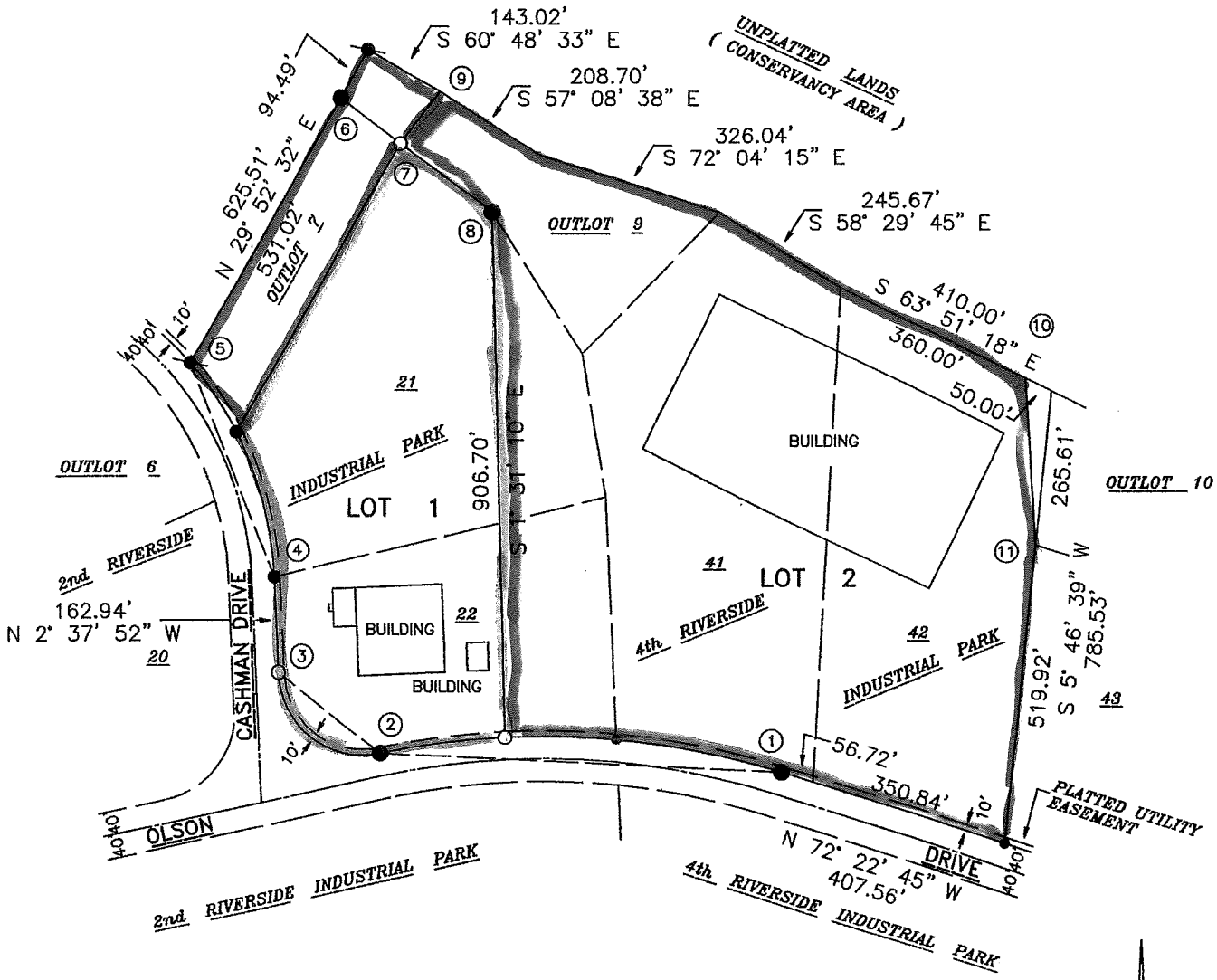
Mayor

I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST:_____

City Clerk

BEING ALL OF OUTLOT 7, LOTS 21 AND 22 OF 2nd RIVERSIDE INDUSTRIAL PARK AND ALL OF OUTLOT 9, LOTS 41 AND 42 OF 4th RIVERSIDE INDUSTRIAL PARK IN SECTION 4, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



SCALE : 1" = 300'

0' 75' 150' 300' 600'

SURVEYOR
JOHN D. MICKESH
12059 115th STREET
CHIPPEWA FALLS, WISCONSIN 54729

FIELD WORK – 8 / 21 / 2018

—N—

LEGEND

O SET 1 1/4" OUTSIDE DIAMETER x 24" IRON PIPE WEIGHING 1.68 POUNDS / LINEAL FOOT

• FOUND 1" OUTSIDE DIAMETER IRON PIPE

● FOUND 1 1/4" OUTSIDE DIAMETER IRON PIPE

FOUND 1 1/4" REBAR

● FOUND 2" OUTSIDE DIAMETER IRON PIPE