

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MAY 6, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 6, 2019 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 Assistant City Engineer Bill McElroy, PE and those on the attached attendance sheet.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the April 22, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

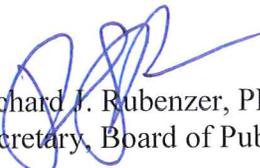
2. The Board of Public Works considered the attached proposed Developers Agreement for Wissota Shores Phase III. Rubenzer stated that a previous draft had been submitted without the necessary Prevailing Wage rate clause in it but that the handed out version had it included. He stated that the handed out Developers Agreement was very similar to and in the same mode as previous developer agreements for Wissota Shores, Wissota Green, and Willow Creek Developments. He continued that Attorney Ferg had been provided with the initial draft but had not commented to this point in time. Alderperson Paul Olson asked that section 10.5- Severability be revised to read a “Chippewa County Court” instead of “any court of competent jurisdiction” to preclude a suit being filed in another state. Attorney Ferg’s opinion will be requested. **Motion** by Hoffman, seconded by Senn to recommend the common council approve the Wissota Shores III Developer Agreement with Two Rivers Real Estate LLC and authorize Mayor Hoffman to execute the said agreement contingent on a successful review of the agreement and supporting documents by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached bid summary for bids received earlier today(May 6) for the Technology Way (Basswood Lane to Cashman Drive.) Street Improvement Project. Three competitive bids ranging from \$87,807.00 to \$110,986.50 were received. The low bid of was submitted by Harmon Concrete. The engineering estimate for the project was \$90,519. **Motion** by Rubenzer, seconded by Olson to recommend the Common Council accept the low bid of \$87,807.00 and award the contract for the Technology Way (Basswood Lane to Cashman Drive) Street Improvement Project to Harmon Concrete. Said award contingent on successful review of bid, performance and financial contract security and approval of all contract documents by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

4. Attorney Dave Raihle appeared to support the attached petition to discontinue and vacate the alley bounded by Bridgewater Avenue, Madison Street and John Street located in Block 4, Northern Addition to the City of Chippewa Falls. Attorney Ferg has reviewed the petition and prepared an appropriate resolution to be introduced at the May 7, 2019 common council meeting and acted on at the June 18, 2019 Common Council meeting after a public hearing concerning the resolution is conducted at that meeting. **Motion** by

Senn, seconded by Olson to recommend the council accept the petition and initial resolution to discontinue and vacate the alley bounded by Bridgewater Avenue, Madison Street and John Street located in Block 4, Northern Addition to the City of Chippewa Falls and to schedule a public hearing for June 18, 2019 to consider the same. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Olson, seconded by Senn 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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 22, 2019 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, April 22, 2019 at 5:30 PM. Present were Director of Public Works Rick Rubenzer, P.E., Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent were Mayor Greg Hoffman and Darrin Senn. Chippewa Falls Main Street Director Teri Ouimette was also present at the meeting.

1. **Motion** by Rubenzer, seconded by Bauer to approve the minutes of the April 8, 2019 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached bid summary and tabulation for the High Street (Spring St. to Grand Ave.) Utility and Street Improvement Project. Four bids within a ten percent range were received from \$444,268.50 to \$485,719.85. The engineers estimate for the project is \$442,187. The low bid of \$444,268.50 was submitted by Skid Steer Guy. As per pre-bid qualifications submitted, Skid Steer Guy has experience in municipal water main and street construction but not in rock excavation and twenty-five foot deep sanitary sewer construction. Experience and references are being checked.
Motion by Rubenzer, seconded by Olson to recommend the Common Council accept the low bid of \$444,268.50 and award the contract for the High Street (Spring St. to Grand Ave.) Utility and Street Improvement Project to Skid Steer Guy. Said award contingent on successful review of bid, performance and financial contract security, experience and approval of all contract documents by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer, P.E. proposed the attached highlighted changes to City Municipal Code 8.15 concerning underground sprinkling systems located within city street right-of-ways. It was noted that numerous sprinkling systems have been hit over the past few years even though existing ordinance 8.15(2) clearly states it is the responsibility of the private homeowner to mark, maintain and repair underground sprinkling systems in the public right-of-way adjacent to their property. An annual notice is published in the local newspaper informing readers of this ordinance. Alderperson Olson stated that the proposed revisions should be forwarded to Attorney Ferg for review and recommendation and then brought back to the Board of Public Works for a recommendation to Common Council. **No Action Taken.**

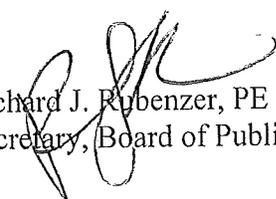
4. The Board of Public Works considered the attached Street Use Permit application from Chippewa Falls Main Street for the Summer Cruise In Car Show series. Three events were scheduled in 2018 and one event was rained out. Four events are scheduled for 2019. Per City Ordinance 8.10(5)(b)7, an event utilizing City services and funding goes to the Board of Public Works for a recommendation to the Common Council. Previously the Council has not charged Chippewa Falls Main Street for hosting the Summer Cruise In Car Show series or Pure Water Days. It was noted that for every hour Street Department staff spent setting up traffic control and taking down after events was one

less hour spent repairing streets. Also, that the funding of City services for events like Pure Water Days and the Cruise In series should either be accounted for and earmarked in the Chippewa Falls Main Street budget or the Chippewa Falls Street Department budget. The difference in "City" events and fundraisers was also discussed.

Motion by Olson, seconded by Rubenzer to recommend the Common Council approve the Street Use Permit application of Chippewa Falls Main Street for three Summer Cruise In Car Shows on May 18, June 15 and July 20, 2019 and to charge Chippewa Falls Main Street \$300 per event. Voting aye were Olson and Rubenzer. Voting nay was Bauer.

MOTION CARRIED.

5. **Motion** by Bauer, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:04 P.M.


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

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of May, 2019 between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and 2 Rivers Real Estate, LLC, a Wisconsin limited liability company ("Developer").

WITNESSETH THAT, the parties hereto recite and agree as follows:

ARTICLE 1 - RECITALS

Section 1.1 Background.

(a) Ownership. Developer is the owner of the Property. The Property has been platted as the Plat of Wissota Shores III, a copy of which is attached hereto as Exhibit "A." The preliminary plat of Wissota Shores was approved by the City Plan Commission on May 13, 2013 and by the City Council on May 21, 2013.

(b) Development. Developer desires to develop and construct the Wissota Shores III Development (the "Development") upon the Property. Upon approval of the final Plat of Wissota Shores III by the City, the plat will be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin (the "Final Plat").

(c) Construction. Developer will construct five (5) eight-unit residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2019 with all of the buildings and related improvements are to be completed by 2021.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 5.85 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Wissota Shores III.

Section 1.3 Order of Construction. Developer will initially construct two (2) eight-unit residential buildings and related improvements. Construction of the remaining buildings and related improvements will continue as demand justifies.

Section 1.4 Public Improvements. Developer has requested that Developer, at its expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve the Development (the "Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "C". City is willing to allow Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied.

Section 1.5 Public Improvements; Plans, Specifications. City agrees to authorize its City Engineer to review and approve the plans and specifications prepared by Developer for the Public Improvements (the "Plans and Specifications"). All street, storm, sanitary and water infrastructure will conform to City's Standard Construction Specifications. Approval of the Plans and Specifications for the Public Improvements is a condition of this Agreement.

Section 1.6 Public Improvements, Warranty. Developer agrees that the Public Improvements will be constructed in a workmanlike manner; that all materials and labor for the Public Improvements will be in strict conformity to the Plans and Specifications and any other requirements reasonably set forth by City. All work done pursuant to this Agreement is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or

stop work on the Public Improvements if any condition of this Agreement is breached or any law or administrative rule is violated and such breach or violation is not cured or remedied to the satisfaction of the City Engineer promptly after the City Engineer provides written notice of same to Developer.

If any material or labor that is supplied for the Public Improvements is rejected by the City Engineer as defective or unsuitable, then the rejected materials must be removed and replaced with approved material, and the rejected labor will be redone to the reasonable satisfaction and approval of the City Engineer at the sole cost and expense of Developer. This warranty will extend for one year beyond the final acceptance of the Public Improvements by City. City agrees that acceptance of the Public Improvements will not be unreasonably delayed or withheld.

Developer acknowledges and agrees that the Public Improvement work described herein may be subject to Wisconsin Prevailing Wage Rates and Hours of Labor laws. Developer will not undertake any work until the City Engineer is satisfied that Wisconsin Prevailing Wage Rates and Hours of Labor laws are being complied with and that Developer will continue to comply with said laws at all times while this Agreement is in effect.

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

Developer represents to City that as of the date of this Agreement, the statements set forth in this section are true.

Section 2.1 No Disability. Developer knows of no legal disability that would prevent it from carrying out this Agreement.

Section 2.2 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which Developer is a party.

Section 2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement,

Section 2.4 Compliance. Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

Developer will install the Public Improvements in accordance with the provisions in this section.

Section 3.1 Final Plat Approval. Provided that Developer is not in default of this Agreement, City will approve the Final Plat in advance of acceptance of the Public Improvements within the Final Plat.

Section 3.2 Contracts for Work. Buildings may be constructed prior to final acceptance of the Public Improvements only with the express written consent and approval of the

City Inspection Department, Engineering Department, and City Attorney. Developer may award separate contracts for each part of the Public Improvements. Any contract awarded by Developer for work on the Public Improvements must contain the following provisions:

(a) Failure to Perform. Developer may, by written notice to the contractor, immediately terminate the contract in any of the following circumstances:

(1) Failure to make satisfactory progress toward completion of the work subject to the contract after contractor has been given three (3) notices by Developer and contractor has failed in each case to commence making satisfactory progress toward completion of the work within seventy-two (72) hours of such notice.

(2) Failure to comply with the Plans and Specifications or to correct deficiencies after contractor has been given three (3) notices by Developer and contractor has failed in each case to meet the Plans and Specifications or correct deficiencies within seventy-two (72) hours of such notice.

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developer will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer Or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on the Public Improvements, Developer shall provide to City either an irrevocable letter of credit or a performance bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of all of the Public Improvements. A performance bond or irrevocable letter of credit is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. The performance bond or irrevocable letter of credit shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond or irrevocable letter of credit be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

Each performance bond or irrevocable letter of credit will provide that City may draw upon it for the full face amount of the cost of curing any default of Developer hereunder after City has provided written notice to Developer describing the default and Developer has not cured such default within ten (10) days of receipt of such notice.

Developer shall pay City for a plat review fee, storm water management plan review fee, and a legal review fee for the Development according to City of Chippewa Falls Code of Ordinances or policy as determined by the City of Chippewa Falls Common Council.

ARTICLE 5 - DEVELOPERS RESPONSIBILITY

Section 5.1 Easements. Developer will execute and deliver to City upon request

and without charge, permanent easements for the location, construction, installation and operation of the Public Improvements on the Property as designated in the Plans and Specifications or will execute and deliver to City upon request and without charge, a deed or deeds for the portions of the Property on which the Public Improvements are located, which easements and deeds shall be in form and content satisfactory to City.

Section 5.2 Inspection. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control of the Public Improvements, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management.

Developer shall pay the City for engineering and construction observation of the Public Improvements performed by the City Engineer. Such engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the work, coordination for final inspection and acceptance, and processing of request for reduction in security.

Section 5.3 Engineering Data. Developer, through its engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in carrying out the City Engineer's duties under this Agreement in order to ensure that the Public Improvements conform to the Plans and Specifications.

Section 5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

Section 5.5 City Regulations. Developer acknowledges that the Property is subject to regulation by City and that a default under applicable City ordinances for a failure to meet or perform any condition of approval of any permit applicable to the Public Improvements shall be a default hereunder. The following conditions must be fulfilled to the satisfaction of the City Engineer before construction of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council of the City if adequate assurances of compliance are provided by Developer.

(a) A Storm Water Management Plan for the Development shall be submitted and approved. The City Engineering Department reserves the right to take up to two (2) weeks for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place, as determined by the City Engineer, before building permits for the Development are issued.

(b) The Development shall be constructed according to all conditions imposed upon final plat approval.

(c) City shall review and approve, as applicable, a grading plan, utilities plan, sidewalk and trail plan, driveway plan, street light plan, and sign plan for the Development.

(d) Developer shall obtain all required permits from City of Chippewa Falls, Chippewa County, the State of Wisconsin, and the United States for the Development.

Section 5.6 Damage to City or County Facilities. Developer will be responsible for any damage caused to any City or Chippewa County facilities or improvements including roads, storm water systems, sewer and water facilities whether done by Developer, its

contractors, agents or employees and for any repair or clean up costs or expenses incurred by City or Chippewa County in taking remedial action as a result of such damage.

ARTICLE 6- INSURANCE

Section 6.1 Insurance. Developer and its contractors will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and, from time to time at the request of City, furnish City with proof of payment of premiums on:

(a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used), and will be endorsed to show City as an additional insured to the extent of its interest.

(b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles involved in work on the Public Improvements, in the minimum amount for each occurrence of \$1,000,000, and will be endorsed to show City as an additional insured to the extent of its interest.

(c) Worker's Compensation insurance respecting all employees in amounts not less than the minimum required by statute.

ARTICLE 7- INDEMNIFICATION.

Section 7.1 Indemnification. Developer agrees to defend and hold City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by Developer, its employees and agents, in connection with the Public Improvements.

Section 7.2 Enforcement by City: Damages. Developer acknowledges the right of City to enforce the terms of this Agreement against Developer, by action for specific performance or damages, or both, or by any other legally authorized means. Developer acknowledges that its failure to perform any or all of its obligations under this Agreement may result in substantial damages to City; that in the event of default hereunder by Developer, City may commence legal action to recover all damages, losses and expenses sustained by City; and that the expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

ARTICLE 8 - Events of Default.

The following will be "Events of Default" under this Agreement and the term "Event of Default," will mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure of Developer to commence or complete construction of the Public Improvements pursuant to the terms, conditions, and limitations of this Agreement after City has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

(b) Failure of Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement after City has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

Section 8.2 Remedies on Default. Whenever any "Event of Default" occurs, City may take any one or more of the following actions:

(a) Suspend work on the Public Improvement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement.

(b) Take action, including legal or administrative action, as is necessary for City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer or under the performance bond or irrevocable letter of credit described in §4.1 of this Agreement.

(c) Undertake to complete the Public Improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond or irrevocable letter of credit described in §4.1 of this Agreement for the full amount of the estimated work.

ARTICLE 9- ADMINISTRATIVE PROVISIONS

Section 9.1 Notices. All Notices, certificates or other communications required to be given to City and Developer must be sufficiently given and will be deemed given when delivered, or when deposited in the United States mail in certified form with postage fully prepaid and addressed with return receipt requested, as follows:

If to City: Director of Public Works/City Engineer
30 West Central Street
Chippewa Falls, WI 54729

If to Developer: 2 Rivers Real Estate, LLC
c/o William Albright
3420 Mall Drive, Suite 1
Eau Claire, WI 54701

City and Developer by notice given to the other, may designate different addresses to which subsequent notice, certificates or other communications will be sent.

ARTICLE 10- ADDITIONAL PROVISIONS

Section 10.1 Titles of Sections. Any titles of the several parts of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute one and the same instrument.

Section 10.3 Modification. If Developer is requested by the holder of a mortgage

on the Property or by a prospective holder of a prospective mortgage on the Property to amend or supplement this Agreement in any manner whatsoever, City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.

Section 10.4 Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.5 Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, holding will not validate or render unenforceable any other provisions.

Section 10.6 Assignment. Developer may not assign this Agreement without prior written consent of City, which consent shall not be unreasonably withheld or delayed.

Section 10.7 Recording. This Agreement, or a memorandum thereof executed by the parties, may be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin, and will be enforceable against all owners of the Property and their successors and assigns.

ARTICLE 11 - TERMINATION OF AGREEMENT

Section 11.1 Termination. This Agreement will terminate at the time all of Developer's obligations hereunder have been fulfilled and when the cost of the Public Improvements have been paid in full and any default of Developer has been cured, or one (1) year after acceptance of the Public Improvements by City, whichever occurs later. Upon request of Developer, City shall promptly provide Developer with a certificate in recordable form that shall serve as evidence that Developer has completed its obligations hereunder.

IN WITNESS WHEREOF, City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and Developer has caused this Agreement to be executed in its company name by a duly authorized member, Wisconsin, on the day and year first above written.

In Presence Of:

CITY OF CHIPPEWA FALLS

By: _____
Greg Hoffman, Mayor

Attest: _____
_____, City Clerk

DEVELOPER

2 Rivers Real Estate, LLC

By: _____
William Albright, Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this _____ day of May, 2019, the above-named Greg Hoffman and _____, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capabilities.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

*

Notary Public
State of Wisconsin
My Commission expires _____

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this _____ day of May, 2019, the above-named William Albright, who to be stated that he is a Member of 2 Rivers Real Estate, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

* _____
Notary Public
State of Wisconsin
My Commission expires _____

List of Exhibits

- Exhibit A Draft of Preliminary Plat
- Exhibit B Legal Description of the Property
- Exhibit C Description of the Public Improvements and Estimates of Costs

Exhibit A
Draft of Final Plat
[to be attached]

Exhibit B
Legal Description of the Property

Legal description for Wissota Shores III:

Exhibit C
Description of the Public Improvements and Estimates of Costs
[to be attached]

DATE: 03/14/19

:630 LF of new City streets

Wissota Shores Phase 3 - City Improvements					
NO	ITEM	UNITS	QUANT.	PRICE	TOTAL PRICE
STREET					
1	SAWCUT	LF	24	\$3.00	\$72.00
2	CRUSHED AGGREGATE BASE (8" IN-PLACE; 1-1/4-INCH)	CY	475	\$18.00	\$8,550.00
3	ASPHALTIC BINDER COURSE (1.5")	SY	1,630	\$6.49	\$10,598.70
4	ASPHALTIC SURFACE COURSE (1.5")	SY	1,630	\$6.49	\$10,598.70
5	4" CONCRETE SIDEWALK (5' WIDTH)	SF	3,106	\$4.20	\$13,045.20
6	6" CONCRETE SIDEWALK (5' WIDTH)	SF	120	\$5.00	\$600.00
7	CONCRETE CURB & GUTTER, 30" BARRIER	LF	1,270	\$11.50	\$14,605.00
SUBTOTAL					\$58,069.60
SANITARY					
1	CONNECT TO EXISTING MANHOLE	EA	2	\$789.75	\$1,579.50
2	48" PRECAST CONCRETE MANHOLE	VF	24.5	\$375.00	\$9,187.50
3	MANHOLE CASTINGS	EA	3	\$500.00	\$1,500.00
4	8" SANITARY SEWER	LF	541	\$12.00	\$6,492.00
5	8"X4" WYES	EA	4	\$100.00	\$400.00
6	8"X6" WYE	EA	1	\$150.00	\$150.00
7	4" SANITARY SERVICE	LF	182	\$8.00	\$1,456.00
8	6" SANITARY SERVICE	LF	266	\$10.00	\$2,660.00
9	TRACER WIRE ACCESS BOX	EA	5	\$75.00	\$375.00
SUBTOTAL					\$23,800.00
WATERMAIN					
1	CONNECT TO EXISTING (REMOVE PLUG)	EA	1	\$682.00	\$682.00
2	HYDRANT ASS'Y (hydrant, valve & lead)	EA	2	\$3,500.00	\$7,000.00
3	GATE VALVE & BOX, 8-INCH	EA	2	\$1,500.00	\$3,000.00
4	8-INCH WATERMAIN (C900, DR18)	LF	594	\$8.00	\$4,752.00
5	TAP AND CORPORATION STOP, 2 INCH	EA	5	\$2,000.00	\$10,000.00
6	CURB STOP AND BOX, 2 INCH	EA	5	\$2,500.00	\$12,500.00
7	WATER SERVICE, 2 INCH POLY	LF	438	\$7.00	\$3,066.00
SUBTOTAL					\$41,000.00
STORM SEWER					
1	12" HDPP	LF	477	\$10.00	\$4,770.00
2	15" HDPP	LF	96	\$14.00	\$1,344.00
3	12" STEEL ENDWALL	EA	5	\$130.00	\$650.00
4	15" STEEL ENDWALL	EA	1	\$320.00	\$320.00
5	CATCH BASIN (2'X3' BOX)	EA	4	\$800.00	\$3,200.00
6	36" CONCRETE MANHOLE (2)	VF	9.1	\$275.00	\$2,502.50
7	INLET CASTINGS	EA	4	\$400.00	\$1,600.00
8	MANHOLE CASTINGS (1 SOLID; 1 OPEN GRATE)	EA	2	\$400.00	\$800.00
SUBTOTAL					\$15,186.50
TOTAL COSTS					\$138,056.10

Bid Tab Summary - AS READ (5/6/19)

Project: Technology Way Street Improvement Project

Limits: Basswood - Cashman

Engineering Estimate \$90,519
Project Length 0.5 mi

Item No.	Item	Unit	Est. Quantity	Harmon Concrete		Chippewa Concrete Services		Pember Companies Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
416.0160	Concrete Driveway, 7-Inch	SF	4399	\$6.00	\$26,394.00	\$6.45	\$28,373.55	\$7.50	\$32,992.50
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	5541	\$11.00	\$60,951.00	\$12.10	\$67,046.10	\$14.00	\$77,574.00
602.0405	Concrete Sidewalk, 4-Inch	SF	84	\$5.50	\$462.00	\$10.00	\$840.00	\$5.00	\$420.00

Harmon Concrete	Chippewa Concrete Services	Pember Companies Inc.
\$87,807.00	\$96,259.65	\$110,986.50

PETITION

April 23, 2019

TO THE MAYOR AND COMMON COUNCIL:

The Chippewa County Historical Society which is the owner of property on either side of an alley located in Lot 3, Block 4 of the Northern Addition to the City of Chippewa Falls seeks to abandon the alley from Bridgewater Avenue North to John Street. Attached is a photo with a map of the proposed alley for abandonment highlighted in "orange".

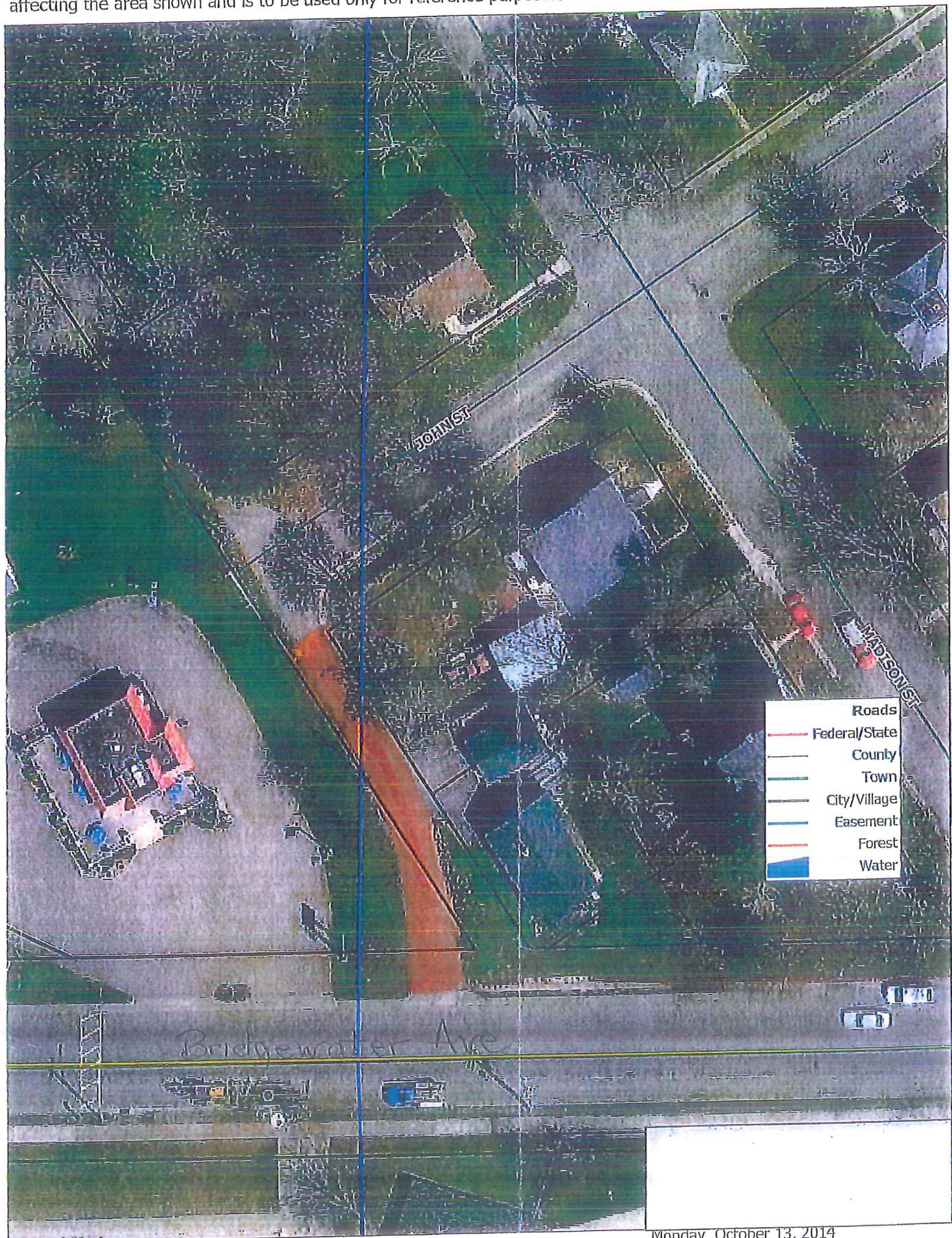
The Chippewa Falls Historical Society is the owner of land on either side of the alley at the beginning of Bridgewater North to the John and Vicki Demski Netzel property line. The Chippewa County Historical Society has entered into an agreement with the owners of the land on the east side of the alley South of the John Street intersection, John and Vicki Demski Netzel. A copy of the Agreement is attached hereto.

The Petition seeks abandonment of the alley from John Street South to Bridgewater Avenue located in Block 4 of the Northern Addition to the City of Chippewa Falls.

NAME	ADDRESS
Chippewa County Historical Society	123 Allen Street Chippewa Falls, WI 54729
John Netzel and Vicki Demski Netzel	10 Madison Street Chippewa Falls, WI 54729

Circulated By: *David M. Gulan*

affecting the area shown and is to be used only for reference purposes.



Monday, October 13, 2014

Discontinuance and Property Exchange Agreement

THE DISCONTINUANCE AND PROPERTY EXCHANGE AGREEMENT (*the Agreement*) made by and between the **Chippewa County Historical Society** and **John E. Netzel Jr. and Vicki Demski Netzel**, is made to resolve title to ownership of certain property located in the City of Chippewa Falls, WI.

1. Recitals

- A. **John E. Netzel, Jr. and Vicki Demski Netzel** are the owners of certain real property located in Chippewa County, Wisconsin, as described on the attached Exhibit A and referred to on the exhibit and in this Agreement as *Parcel A*.
- B. The **Chippewa County Historical Society** is the owner of certain real property located in Chippewa County, Wisconsin, as described on the attached Exhibit B and referred to on the exhibit and in this Agreement as *Parcel B* and *Parcel C*.
- C. *Parcel D* consists of a southwestern section of *Parcel A* including the portion of the Chippewa County Historical Society garage and driveway to which the Chippewa County Historical Society may have an adverse possession claim.
- D. *Parcel E* consists of the eastern half of the alley running perpendicular to the southwestern end of John Street in Chippewa Falls, WI. This alley connects the southwestern end of John Street to Bridgewater Avenue. If an action to discontinue the public way were filed, **John Netzel & Vicki Demski Netzel** would have an ownership claim to *Parcel E*.

2. Discontinuance

- A. The **Chippewa County Historical Society** agrees to bear all costs of pursuing an action to discontinue the public way with the City of Chippewa Falls to obtain title to *Parcel E*.
- B. The above action shall be made pursuant to Wis. Stat. § 66.1003 & 66.1005.
- C. **John Netzel & Vicki Demski Netzel** agree to transfer any claims that they might have to *Parcel E*: their half of the alleyway between *Parcels A, B, and C*.
- D. **John Netzel** agrees to cooperate with the **Chippewa County Historical Society**, in its pursuance of said action to discontinue the public way.

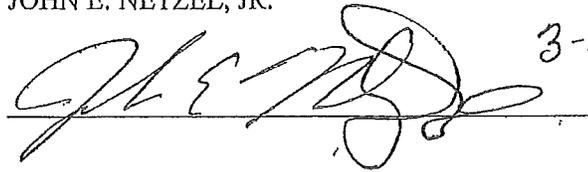
3. Adverse Possession

- A. The **Chippewa County Historical Society** has a valid claim of adverse possession to *Parcel D*.

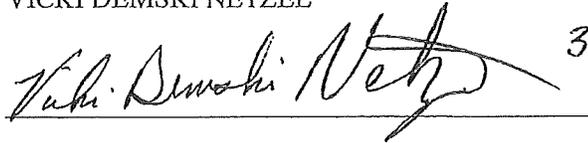
- B. The Chippewa County Historical Society agrees to abandon its claim, with prejudice, of adverse possession to *Parcel D*.
- C. The Chippewa County Historical Society agrees to bear all cost of demolishing the structures occupying *Parcel D*.

Dated this 27 day of March, 2019.

JOHN E. NETZEL, JR.

 3-27-19

VICKI DEMSKI NETZEL

 3-27-19

CHIPPEWA COUNTY HISTORICAL SOCIETY

 3-27-19

David M. Gordon, President

Exhibit A

Parcel A

Lot 3, Block 4, Northern Addition, Section 31, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

EXHIBIT B

Parcel B

A part of the SE ¼ of the SW ¼ of Section 31, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Commencing on the North and South quarter line of said Section 31 at a point 114.7 feet North of the quarter post on the South side of said Section, which point is on the Western line of the Alley on the West side of the Northern Addition to the City of Chippewa Falls; thence N 35.5° 00' 00" W along the Western line of said Alley 152 feet; thence at right angles Southwesterly 121 feet; thence S 24.5° 00' 00" E 122 Feet; thence S 66° 00' 00" E 88 feet; thence N 33° 00' 00" E 106.5 feet to the point of beginning.

Parcel C

A parcel of land located in the SE ¼ of the SE ¼ and the SW ¼ of the SE ¼ of Section 31, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Commencing at the Southwest corner of said Section 31; thence N87° 46' 48"E 2302.34 feet to the prorated S ¼ corner of said section; thence N05° 19' 00" W 107.39 feet to the point of beginning; thence S 33° 00' 00" W 87.15 feet to the North line of Bridgewater Avenue; thence N87° 31' 30" E along the said North line to the Westerly line of the alley on the Westerly side of the Northern Addition to the City of Chippewa Falls; thence Northwesterly along the Westerly line of said alley to the point of beginning.

Parcel No. 22908-3134-08700000

PETITION TO DISCONTINUE A PUBLIC WAY PERSUANT TO WIS. STAT. §
66.1003(2)

THE PETITION TO DISCONTINUE A PUBLIC WAY PERSUANT TO WIS. STAT. §
66.1003 (2) (*the petition*) by and between the **Chippewa County Historical Society** and **John
Netzel and Vicki Demski Netzel**, is made to discontinue that portion of the alleyway connecting
John Street and Bridgewater Avenue in the City of Chippewa Falls, Chippewa County, WI.

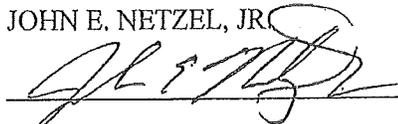
1. **Recitals**

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referred to on the exhibit and in this Agreement as *Parcel A*.
- B. The **Chippewa County Historical Society** is the owner of certain real property
located in Chippewa County, Wisconsin, as described on the attached Exhibit B and
referred to on the exhibit and in this Agreement as *Parcel B* and *Parcel C*.

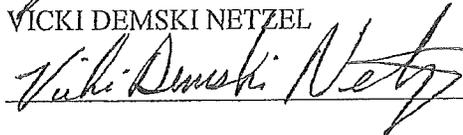
2. **Landowners Abutting the Public Way**

These landowners abutting the public way hereby join in the petition to discontinue the public
way:

JOHN E. NETZEL, JR.

 3-27-19

VICKI DEMSKI NETZEL

 3-27-19

CHIPPEWA COUNTY HISTORICAL SOCIETY

 4/2/19

By: David M. Gordon, President

Dated this ____ day of _____, 2019.

Exhibit A

Parcel A

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EXHIBIT B

Parcel B

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Parcel No. 22908-3134-08700000

**RESOLUTION REGARDING THE DISCONTINUANCE OF
THE PUBLIC ALLEY CONNECTING THE SOUTHWESTERN
END OF JOHN STREET TO BRIDGEWATER AVENUE**

WHEREAS, a petition to discontinue the public alley connecting the southwestern end of John Street to Bridgewater Avenue has been presented, with the signatures on the petition representing all of the property owners of the frontage on both sides of the said public alley, and additionally, more than $\frac{1}{3}$ of the frontage within 2,650 feet on either end of the proposed vacation are represent by signatures on the petition, all in compliance with § 66.1003(2), Wis. Stats.;

WHEREAS, there are no known city utilities in the area sought to be vacated;

WHEREAS, the interests of the City will not be harmed by the requested discontinuance or vacation of the said public alley;

WHEREAS, the Chippewa Falls Board of Public Works has recommended vacation of the parcel at its' meeting of May 6, 2019;

WHEREAS, it is in the public interest to vacate the parcel requested to be vacated and place it on the tax rolls; and

WHEREAS, the City of Chippewa Falls Common Council has duly considered the basis for this Resolution;

NOW THEREFORE, BE IT RESOLVED, that pursuant to the provisions of § 66.1003(2) of the Wisconsin Statutes that the public alley connecting the southwestern end of John Street to Bridgewater Avenue kbe discontinued and vacated.

BE IT FURTHER RESOLVED that the City of Chippewa Falls does retain an easement for any public utilities which may presently or hereinafter exist or be located in that portion of the said public alley herein being discontinued and vacated.

Dated this 7th day of May, 2019.

COUNCIL PRESIDENT: _____
C.W. King

VOTE: Aye: _____ Nay: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk