

## AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, February 4, 2020 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 January 21, 2020.

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.

4. PUBLIC HEARINGS - None

5. COMMUNICATIONS - None

6. REPORTS

(a) Consider Board of Public Works minutes of February 3, 2020. (*minutes to be distributed prior to meeting*)

7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code

(a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of January 30, 2020.

(b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of January 29, 2020.

(c) Park Board minutes of January 14, 2020.

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 CVCA/Heyde Center for the Arts for the Dinner over the Duncan to be held on September 10, 2020 from 2:00 pm – 10:00 pm utilizing a portion of Spring Street including the Rainbow Marsh Bridge. (*see recommendation of the BPW*)

(c) Consider Application for Temporary Class "B" Beer Retailer's License from the Chippewa Youth Hockey Association for Northwest Beer Fest to be held on May 2, 2020 at the Chippewa Area Ice Arena, 839 First Avenue.

(d) Consider Application for Class "E" Dance and Live Music License from the Chippewa Youth Hockey Association for the Chippewa Area Ice Arena on May 2, 2020.

9. PETITIONS - None

10. MAYOR ANNOUNCES APPOINTMENTS - None

11. MAYOR'S REPORT - None

12. REPORT OF OFFICERS – None

13. ORDINANCES

(a) First Reading of **Ordinance #2020-02 Entitled:** An Ordinance Granting a Special Use Permit to Great Northern Corporation to Utilize Parcel #22908-3231-71691002 as a Stand Alone Parking Lot.

(b) First Reading of **Ordinance #2020-03 Entitled:** An Ordinance Amending the Loading Zone Provisions of the Chippewa Falls Municipal Code - §7.10(4).

14. RESOLUTIONS

(a) Consider **Resolution #2020-01 Entitled:** Preliminary Resolution Declaring Intent to Levy Special Assessments Under Chapter 66.0701 Wisconsin Statutes & Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

(b) Consider **Resolution #2020-02 Entitled:** Resolution Regarding 2020 Special Assessment Rates.

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

16. **CLAIMS**

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

(b) Consider claim of Douglas Bjork, 320 S. Grove Street (refer to insurance company).

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 January 31, 2020 at 1:00 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, January 21, 2020 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 Jason Hiess.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Police Chief Matthew Kelm, Fire Chief Lee Douglas, and City Clerk Bridget Givens.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Nadreau/Kiefer** to approve the minutes of the Regular Council Meeting of January 7, 2020. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

**(a) Wesley Escondo**, CEO of Big Brothers Big Sisters of Northwestern Wisconsin, appeared in anticipation of the proclamation to be presented later in the meeting and to thank the Council and Mayor for their years of continued support.

**PUBLIC HEARINGS** - None

**COMMUNICATIONS** - None

### REPORTS

**(a) Motion by Kiefer/Nadreau** to approve the Board of Public Works minutes of January 13, 2020. **Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, Monarski, King, Hull, Olson. Motion carried.**

**(b) Motion by King/Olson** to approve the Plan Commission minutes of January 13, 2020. **Roll Call Vote: Aye – King, Olson, Nadreau, Hiess, Monarski, Kiefer, Hull. Motion carried.**

### COUNCIL COMMITTEE REPORTS

**(a) Motion by Nadreau/King** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of January 21, 2020. **Roll Call Vote: Aye – Nadreau, King, Hull, Olson, Hiess, Monarski, Kiefer. Motion carried.**

**(b) Motion by Nadreau/Kiefer** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of January 21, 2020. **Roll Call Vote: Aye – Nadreau, Kiefer, King, Hull, Olson, Hiess, Monarski. Motion carried.**

**(c)** The Library Board minutes of December 11, 2019 were presented.

### APPLICATIONS

**(a) Motion by King/Olson** to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**

**(b) Motion by Olson/Hiess** to approve the Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the MACS Music Boosters for Mardi Gras to be held on February 8, 2020 at McDonell Central Catholic High School, 1316 Bel Air Blvd. **All present voting aye, motion carried.**

**(c) Motion by Olson/King** to approve the Application for Class "E" Dance and Live Music License from Megan McChesney for McDonell Central Catholic High School, 1316 Bel Air Blvd, on February 8, 2020. **All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

### MAYOR'S REPORT

**(a)** Mayor Hoffman shared a proclamation declaring January 30, 2020 as Big Brothers Big Sisters Thank Your Mentor Day in the City of Chippewa Falls.

**REPORT OF OFFICERS** - None

**ORDINANCES**

**(a) Motion by Nadreau/King** to approve **Ordinance #2020-01 Entitled:** An Ordinance Amending the Relation to Adjoining Street System Code Section of the Subdivision and Platting Chapter of the Chippewa Falls Municipal Code, Code Section 18.08. **Roll Call Vote: Aye – Nadreau, King, Hull, Olson, Hiess, Monarski, Kiefer. Motion carried.**

**RESOLUTIONS** – None

**OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW** – None

**CLAIMS**

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

City General Claims:	\$550,986.00
Authorized/Handwritten Claims:	\$2,896.35
Department of Public Utilities:	<u>\$229,344.23</u>
Total of Claims Presented	<u>\$783,226.58</u>

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

**CLOSED SESSION** - None

**ADJOURNMENT**

**Motion by King/Olson** to adjourn at 6:45 pm. **All present voting aye, motion carried.**

Submitted by:  
Bridget Givens, City Clerk

# CITY COUNCIL ATTENDANCE SHEET - January 21, 2020

NAME	ADDRESS
IVES ESCONDO	1021 GOLDRIDGE CT. EMU CUNNE 54701.



**MINUTES**  
**COMMITTEE #1**  
**REVENUES, DISBURSEMENTS, WATER AND WASTEWATER**  
**January 30, 2020**

**Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, January 30, 2020 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Police Chief Matt Kelm, Roger Koski of Bowmar Appraisal, and City Clerk Bridget Givens.

Call to Order: 9:00 am

**1. Brief update on City revaluation process. (Information Only)**

Roger Koski of Bowmar Appraisal provided an update on the status of the City's revaluation process, indicating the last revaluation was done in 2004. Bowmar is currently performing an exterior revaluation of each property (not including manufacturing). If residents are not home when they arrive, a tag is left to advise the property owner that Bowmar was there. Anticipated completion of the revaluation is September of 2020 with assessment notices going out 30 days prior to Board of Review.

**No action taken.**

**2. Discuss final version of RFP for Police Department radio system upgrade. Possible recommendations to the Council.**

The final version of the RFP was distributed to the Committee members. Chief Kelm requested permission to send the RFP out tomorrow to the four companies identified as being able to complete the work. They will be advised the RFP is subject to change pending final approval by Council.

**Motion by Kiefer/Nadreau** to recommend Council approve the RFP for the Police Department radio system upgrade. **All present voting aye, motion carried.**

**3. Discuss authorizing 2019 funds from Account 10.53450.5364 to pay for traffic signal control cabinets ordered in August 2019 but received in January 2020. Possible recommendations to the Council.**

Finance Manager/Treasurer Bauer stated that the traffic signal control cabinets were ordered in August of 2019 but were not received until January 2020. As such, it was requested that 2019 budget funding be carried forward to 2020 to cover the expense.

**Motion by Kiefer/Nadreau** to recommend Council approve moving \$25,492 from 2019 funding to 2020 funding in account 10.53450.5364 to pay for the traffic signal control panels. **All present voting aye, motion carried.**

#### **4. Adjournment**

**Motion by Nadreau/Kiefer to adjourn at 9:20 am. All present voting aye, motion carried.**

**Minutes submitted by,  
Lynne Bauer, Finance Manager/Treasurer**

# CITY OF CHIPPEWA FALLS, WISCONSIN



**TO PROVIDE UPGRADES AND ENHANCEMENTS TO THE CHIPPEWA  
FALLS PUBLIC SAFETY RADIO SYSTEM**

Submission Deadline:

Monday, February 27, 2020 – 3:30 PM CST

## **REQUEST FOR PROPOSAL (RFP)**

### **TO PROVIDE UPGRADES AND ENHANCEMENTS TO THE CHIPPEWA FALLS PUBLIC SAFETY RADIO SYSTEM**

ISSUED: Feb 5, 2020

The City of Chippewa Falls Police Department (hereafter referred to as the "City") requests proposals from Vendors to supply enhancements to the department's existing two-way radio system.

Except as otherwise specified, it is the intention of the City to enter into a single contract with the selected vendor for the entire scope of work. Vendors submitting proposals must have the capability of providing the products and services requested in this RFP. Vendors may use joint ventures or subcontractors but must disclose these in their RFP response.

The City assumes no obligation of any kind for expenses incurred by any respondent to this solicitation prior to execution of an agreement.

The City reserves the right to reject any or all proposals, including determining any or all submittals to be non-responsive.

All specifications and data produced for a City project belong to the City. No specifications or data shall be supplied to any third party unless permission in writing is obtained from the City. Unless otherwise specified, all products will be delivered to the City of Chippewa Falls Police Department.

Proposals will be evaluated on: Vendor experience and technical qualifications, vendor record of past performance for project similar in scope, project approach, cost (initial and annual maintenance), ability to provide timely maintenance and repair, familiarity of city systems, and proposed implementation schedule.

Incomplete quotes may be deemed unresponsive. The city will negotiate contract terms after a prospective vendor is selected. If contract terms are not mutually agreeable, the city may opt to negotiate with another vendor following notice to the first ranked vendor. The City of Chippewa Falls retains the right to reject all submissions.

Proposals must be delivered by February 27, 2020 at 3:30pm and should be addressed to: City Clerk, Chippewa Falls Police Department, 30 W. Central St, Chippewa Falls, WI 54729.

Vendors may request to inspect the existing radio system equipment and facilities prior to submitting their proposal. The City will make reasonable efforts to accommodate any

such requests if they are scheduled at least 10 days prior to bid deadline. Vendor questions must also be submitted at least 10 days prior to the deadline for bid submission. Responses to questions submitted to the City or received during inspection tours will be shared with all vendors participating in the bid process.

Questions concerning this RFP should be directed to Chief Matthew Kelm, Chippewa Falls Police Department, 210 Island St, Chippewa Falls WI 54729  
mkelm@chippewafalls-wi.gov (715) 726-2703.

**BID BOND REQUIRED:**

Bidders quoting the project shall include a bid bond in the lump sum amount of \$5,000.00. The bond may be in the form of a Cashier's Check made payable to City of Chippewa Falls or, alternatively may be submitted using a bond form.

**PROJECT OVERVIEW:** The City currently operates an analog conventional narrowband VHF voted repeater system. The system consists of a transmit/receive site at the Police Department headquarters (210 Island Street) and three (3) remote receive sites at the West Hill Water Tower (703 Westwood Ct), the East Hill Water Tower (1821 Kennedy Road), and the South Side Water Tower (631 Chippewa Street). All sites are within the city limits of Chippewa Falls. Repeater output frequency is 155.745 MHz. Repeater input frequency is 158.865 MHz. Both the transmit and receive frequency utilize a 162.2 Hz CTCSS. Capacity for future broadcast of multiple repeated frequencies is desirable.

Site voting is currently achieved with a JPS SNV-12 voter. "Hardwired" COR and PTT connections between the voter and repeater are utilized i.e. VOX is not used.

The City desires to improve the radio system performance by installing a new simulcasting radio system and IP backbone. The remote sites may be connected to the Police Department site with a new microwave system, fiber optic cable connection or other technology with comparable or better performance.

The analog conventional VHF repeater system is interconnected to Chippewa County dispatch with and analog control station. Please provide pricing to replace this control station with a P25 4-Wire tone control station as part of the P25 optional police system pricing.

**GENERAL SYSTEM REQUIREMENTS:** All site equipment supplied by the Vendor shall be of high quality, and designed to provide high reliability to support mission critical communications. The system shall have a high degree of redundancy and survivability.

The simulcast system shall operate without the need for frequent manual optimization and alignment. All voting and simulcast control shall reside in the base stations.

Should a remote site fail or should a loss of connectivity occur between Police Department Headquarters and a remote site, the Police Department Headquarters transmit/receive site and the other sites shall continue to function.

Should the Police Department Headquarters transmit site fail, a secondary site shall continue to function with backup voting capability. Please describe this capability.

All radio and simulcast interconnection equipment shall be equipped with battery-backup systems capable of automatic transfer in the event of an AC power failure.

The current analog receivers are located at the city water towers [East Hill Water Tower - 1821 Kennedy Rd], [West Hill Water Tower – 703 Westwood Ct], [South Side Water Tower – 631 Chippewa St.]. All tower locations are within the city limits of Chippewa Falls. All tower locations are connected to Chippewa Falls Police Department Headquarters via an RT circuit.

Microwave systems operating in the 4.9 GHz, 6 GHz or 11 GHz bandwidth may be proposed to connect the sites. Please design for 99.999% path reliability with a minimum of 50Mbps throughput. Please provide network routers as needed.

The city will consider as an alternative to the East Hill Water Tower, use of the HSHS St. Joseph's Hospital rooftop, with their permission. A fiber optic cable connection is available between this location and the Chippewa Falls Police Department Headquarters. The city currently maintains an analog antenna at this location for the Chippewa Falls Fire Department.

Vendor may choose to utilize fiber connection for any associated simulcast equipment connection. As a separate line item, vendors may optionally propose to supply a standalone microwave connection between these two points for any associated simulcast equipment. Other connection options of similar capability may be considered.

The city will provide suitable floor space in the base of the water towers. A rack or cabinet mount enclosure must be provided to accommodate the simulcast and radio equipment of sufficient height to protect from reasonable flooding (reuse of current rack mount enclosures is also acceptable). AC power is available in the shelter building. Vendor shall specify the required operational temperature range of their proposed equipment to insure that the shelter climate equipment can accommodate this.

The City installed a new Sinclair 4 Bay Dipole antenna at the Police Department in 2017. In addition, the City installed a new Comprod 4 Bay dual dipole antenna at West Hill Water Tower. These antennas may be reused in the new system.

**SYSTEM SUPERVISION AND MONITORING:** The system supplied shall be self-monitoring and have a method of automatic reporting/notification of faults. Desired monitored events/elements include TX/Simulcast failure, remote site AC power loss, and remote site under/over ambient temperature.

**QUALITY ASSURANCE:** The Vendor shall comply with applicable provisions of the following standards, rules, regulations, and industry guidelines, presented here alphabetically with no priority implied:

- American National Standards Institute (ANSI)
- American Society of Testing Materials (ASTM)
- Electronic Industry Association (EIA)
- National Electrical Manufacturer's Association (NEMA)
- National Fire Protection Association (NFPA)
- Telecommunications Industry Association (TIA)

If the requirements of this specification conflict with those of the governing codes and regulations, then the more stringent of the two shall become applicable.

The Vendor shall comply with industry best practices for system installation, grounding, bonding, and transient voltage surge suppression (TVSS). Either of the following standards are acceptable:

Motorola R56 - Standards and Guidelines for Communications Sites

Harris Site Grounding and Lightning Protection Guidelines AE/LZT -123 4618/1

Vendors should also include in the bid costs associated with inspection of the installation by a City approved 3<sup>rd</sup> party with qualified personnel to inspect the installation.

**LICENSING:** The vendor shall be responsible for ALL FCC licensing and coordination fees.

**OPERATIONS DURING INSTALLATION:** The city realizes that some interruption to the current police radio system may be necessary during installation. The Vendor shall work with the City's representative to minimize these interruptions.

**PROGRESS MEETINGS:** Progress meetings shall be scheduled when deemed advisable by the Vendor or City representative. Meetings are intended to have change orders signed, review progress of the work, identify and mitigate impediments to timely completion, or otherwise facilitate a successful project outcome.

**PAYMENT:** Payment to the Vendor for equipment and services provided shall be:

- 10% upon acceptance of the Vendors proposal
- 40% upon delivery of equipment
- 40% upon completion of installation and system activation

- 10% after the system has performed properly for 30 days and after final acceptance of the system by the City as meeting all RFP requirements, and upon completion of any punch list items.

#### **ADDITIONAL REQUIREMENTS:**

Along with their proposal, vendors shall identify three (3) recent projects where they have supplied a similar public safety simulcast radio system, including the name of a contact person at each identified agency.

Any design changes, upgrades, and/or structural modification request to city property (i.e. water towers etc.) must be presented in a complete scope of work. To include but not limited to:

1. Equipment data information
2. Plan set and/or scope of work for installation of new equipment (City to determine based on requested design)
3. Engineered construction drawing/s for any structural work with in the scope
4. Post construction close out documentation and final inspection (Punch-list report)
5. At the City's discretion the City may determine that some of these requirements are better suited for the City to perform the service or that it is handled as a pass through based on project scope.

The Vendor shall include detailed specification sheets/manuals for all supplied equipment. In addition to all manufacturer's documentation, the chosen vendor, upon completion of the project, shall supply a system block/functional diagram to the City. The vendor shall provide the manufacturer projected end-of-life for equipment provided.

The Vendor shall provide coverage maps showing the anticipated levels of transmit and receive coverage for their proposed simulcast system, based upon a standard 5 watt portable on-hip operation, no speaker-mic antenna, and a 95% coverage 95% of the time probability assuming 20 dB of building attenuation.

The Vendor shall provide a schedule for ongoing maintenance costs for the first 3 years. Specify software upgrades and other services provided in this maintenance package. Identification of terms for subsequent support costs for years four through ten are preferred (i.e., annual cap for maintenance cost increases, service rates, items not covered). The vendor shall commit to maintenance of the radio system for a period not less than 10 years.

The Vendor shall supply a proposal price for upgrade of police and fire radio system as well as a separate proposal price for upgrade of police only radio system. The vendor shall also provide a proposal for converting the police only radio system to conventional P25 Phase 1 along with P25 coverage maps.

Vendor shall also provide optional pricing for replacement of Police and Fire mobile and portable radios. Portable radios must provide 5 Watts of output power and include: speaker mics, batteries, chargers, and antennas. Mobile radios must provide 50 Watts of output power. All portable and mobile radios must include P25 conventional and be software upgradable to P25 Phase 1 Trunking as well as P25 Phase 2.

Quantity:

11 Mobile radios for Police

16 Mobile radios for Fire

27 Portable radios for Police

20 Portable radios for Fire

**\*\*If remote head mount is required please include additional pricing if needed\*\***

## **PERFORMANCE AND PAYMENT BONDS, INSURANCE**

The Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising there under. The costs of such bonds shall be included in the bid. Bonds shall be dated on or after the date of the Contract. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Owner's insurance requirements are set forth in the Agreement Form – "Contract for Purchase of Services". The cost of required insurance shall be included in the bid.

Bonds and Certificates of Insurance shall be delivered with the executed Contract.

## **SCHEDULE**

The following is an anticipated schedule for the RFP process. The City of Chippewa Falls reserves the right to modify any part of this schedule:

Distribute RFP:	February 5, 2020
Proposals Due:	February 27, 2020
Council Award (Anticipated):	To be Determined



Minutes  
Committee #3  
Transportation, Construction, Public Safety and Traffic

Committee #3 met on Wednesday, January 29, 2020 at 5:00 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Jason Hiess and CW King. Absent was Paul Olson.

Council Members present: Paul Nadreau

Others present: Fire Chief Lee Douglas, Police Chief Matt Kelm, and City Clerk Bridget Givens.

The meeting was called to order at 4:45 pm.

1. **Discuss possibility of directing Operator (Bartender) and Taxicab Driver License denial appeals to Committee #3. Possible recommendations to the Council.**

The Committee discussed the pros and cons of hearing license denial appeals at Committee #3 versus the full Council. Committee members felt it could decrease the probability of appeals being granted as only three members are voting as opposed to seven.

**Motion by King/Hiess** to recommend Council leave the appeal process the same as it is currently. **All present voting aye, motion carried.**

2. **Discuss Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services. Possible recommendations to the Council.**

Chief Douglas presented an MOU with the DNR for Mutual Aid and Fire Suppression Services. Details of the agreement were discussed. Douglas advised that entering into the agreement qualifies the City to apply for DNR grants in addition to being able to purchase materials at reduced cost. The City has had an existing agreement in place since 2012, and mutual aid has not been requested to date.

**Motion by King/Hiess** to recommend Council approve executing the Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services. **All present voting aye, motion carried.**

3. **Discuss draft ordinance entitled: An Ordinance Which Updates the Statutory Reference in the Compliance with the Rules of the Road Subsection of the Ordinance Section Relating to Bicycles. Possible recommendations to the Council.**

**Motion by King/Hiess** to recommend Council approve the ordinance entitled: An Ordinance Which Updates the Statutory Reference in the Compliance with the Rules of the Road Subsection of the Ordinance Section Relating to Bicycles. **All present voting aye, motion carried.**

4. **Discuss draft ordinance entitled: An Ordinance Which Updates the Chippewa Falls Ordinances Regarding the Statutory Changes Made under Wisconsin Alcoholic Beverage Laws. Possible recommendations to the Council.**

**Motion by King/Hiess** to recommend Council approve the ordinance entitled: An Ordinance Which Updates the Chippewa Falls Ordinances Regarding the Statutory Changes Made under Wisconsin Alcoholic Beverage Laws. **All present voting aye, motion carried.**

**5. Adjournment.**

**Motion by King/Hiess to adjourn at 5:29 pm. All present voting aye, motion carried.**

**Minutes submitted by:  
Jason Hiess, Vice-Chair**



January 8, 2020

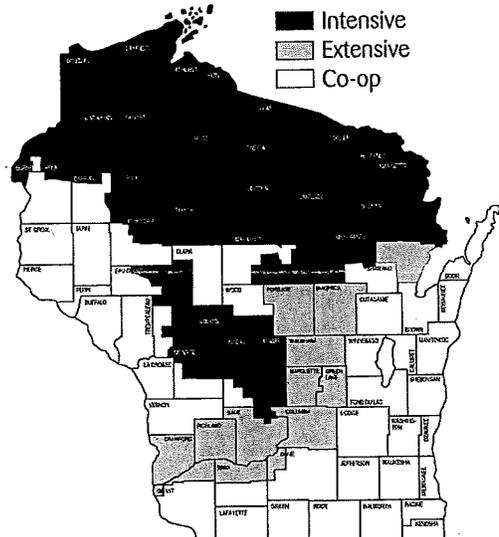
Dear Chief,

This letter is in reference to the forest fire suppression agreements in place between the Department of Natural Resources (DNR) and Fire Departments (FDs) across Wisconsin. The DNR would like to update all of these agreements at this time. The reason for this action is threefold:

- The state legislature approved increased reimbursement rates for FD suppression efforts on forest fires. Updating the agreements applies these rates equally for all FDs.
- The Department has authorized compensation of FD resources for assisting with prescribed burns on DNR lands with permission of the DNR Burn Boss and Fire Chief.
- The forest fire suppression agreements in place were 8 years old. Updating all of the agreements at one time sets a standard timetable for updates in the future.

Enclosed is the new agreement; **Fire Department/DNR Memorandum of Understanding for Mutual Aid and Fire Suppression Services**. This agreement will apply to all FD forest fire suppression efforts in DNR fire protection areas, extensive or intensive (see map). This agreement applies also to FD forest fire suppression efforts only on DNR owned lands in the Cooperative fire protection areas (see map).

### Forest Fire Protection



There are three questions that each FD must answer on the new agreement. The questions pertain to billing the DNR for fire suppression services on initial/extended attack fires; and assistance with prescribed burning on DNR lands. Initial attack fires are defined as the first hour of forest fire suppression. Extended attack fires are defined as those fires that additional resources are necessary to control the forest fire and is generally when suppression efforts exceed one hour.

**Notice:** Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name		Check one	
Chippewa Falls Fire & Emergency Services Department		<input type="checkbox"/> In DNR Fire Protection Area	
		<input checked="" type="checkbox"/> In Cooperative Area	
Address		Phone Number (include area code)	
1301 Chippewa Crossing Blvd.		715-723-5710	
City	State	ZIP Code	Tax ID #
Chippewa Falls	WI	54729	[REDACTED]
Agreement			

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s. 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09(1)(2), 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

1. **DEFINITIONS**
  - a. "Cooperative Area" means the areas of the State outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities.
  - b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR 30.02, Wis. Adm. Code, as intensive or extensive.
  - c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
  - d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cutover or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cutover or other lands (as defined in s. 26.01(2), Wis. Stats.).
  - e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
  - f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
  - g. "Non-reportable Fires" include incidents involving:
    - i. Burning activity that does not spread from predetermined limits.
    - ii. Fires that cannot be located.
    - iii. False alarms.
    - iv. Structural fires.
    - v. Vehicular or equipment fires.
  - h. "Project fire" means an extended attack forest fire requiring state-wide resource deployment by the DNR.
  - i. "Reportable Fires" are all other fires not listed in section. 1. g.

Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services

Form 4300-061 (R 12/19)

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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8-hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

**7. FIRE SUPPRESSION SERVICES AND COMPENSATION**

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation **only** applies to forest fires originating on DNR owned lands.
- d. On all State lands and lands under DNR management, Fire Department compensation for invited assistance for prescribed burning on DNR managed lands.

**8. COMPENSATION**

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR:

a. INITIAL ATTACK:

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

- Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. EXTENDED ATTACK:

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

- Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

c. PRESCRIBED BURNING:

Compensation for assistance with DNR for prescribed burning activities.

- Option 1.** No payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.
- Option 2.** Receive payment for providing prescribed burn assistance on prescribed burns on DNR managed lands.

**9. BILLING PROCEDURE**

- a. Fire Dept, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.

Board and approved in accordance with statutes.

**14. COORDINATION**

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

**15. TERMINATION**

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

**16. NONDISCRIMINATION**

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following; employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**17. ASSIGNMENT**

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

**18. PARTIES**

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

**19. AMENDMENT**

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

**20. AUTHORIZATION**

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL  
RESOURCES For the Secretary

Signature of DNR Area Forestry Leader	Date Signed
Signature of Fire Chief	Fire Department
Signature of Other Authorized Representative	Date Signed

# COPY

State of Wisconsin  
Department of Natural Resources  
PO Box 7921, Madison WI 53707-7921  
dnr.wi.gov

**Fire Department / DNR Memorandum  
of Understanding for Mutual Aid and  
Fire Suppression Services**  
Form 4300-061 (R 12/11) Page 1 of 5

**Notice:** Collection of this information is authorized pursuant to s. 26.145, Wis. Stats.; Chapter NR 47, subch. I and VIII, Wis. Adm. Code; Cooperative Forestry Assistance Act of 1978, Section 10(b)2 as amended; and 16 U.S.C. 2101-2114. Personal information collected will be used for administrative purposes and may be provided to requesters to the extent required by Wisconsin's Open Records laws (ss. 19.32-19.39, Wis. Stats.).

Fire Department Information			
Fire Department Name <i>CHIPPEWA FALLS FIRE &amp; EMERGENCY SERVICES</i>			Check one <input type="checkbox"/> In DNR Fire Protection Area <input checked="" type="checkbox"/> In Cooperative Area
Address <i>211 BAY ST.</i>			Phone Number (include area code) <i>715-723-4703</i>
City <i>CHIPPEWA FALLS</i>	State <i>WI</i>	ZIP Code <i>54729</i>	Tax ID # <i>[REDACTED]</i>

### Agreement

THIS AGREEMENT is entered into by and between the above-listed fire department (the Fire Department), and the State of Wisconsin Department of Natural Resources (DNR), for the suppression of forest fires within each party's respective jurisdiction in DNR Protection Area and/or on land owned by the DNR (DNR Land) in Cooperative Area.

WHEREAS, s 26.11, Wis. Stats., vests the DNR with the power, authority, and jurisdiction in all matters relating to prevention, detection, and suppression of forest fires outside the limits of incorporated villages and cities and s. 23.09(4), Wis. Stats., and s. NR 1.23, Wis. Adm. Code, authorize the DNR to render assistance in case of emergencies.

WHEREAS, the DNR and the Fire Department pursuant to ss. 23.09; 23.11 and 26.11(4), Wis. Stats., desire to cooperate in the suppression of fires; it is agreed by and between the DNR and the Fire Department as follows:

#### 1. DEFINITIONS

- a. "Cooperative Area" means the areas of the state outside the DNR Protection Areas where Fire Departments have primary forest fire initial attack responsibilities;
- b. "DNR Protection Area" are the areas of the state defined by ss. NR 30.01 and NR.30.02, Wis. Adm. Code, as intensive or extensive
- c. "Extended Attack" occurs when resources beyond those designated for initial attack must be dispatched to an incident or when extensive mop-up is required. This is generally when suppression efforts exceed one hour.
- d. "Forest Fire" means an uncontrolled, wild or running fire occurring on a forest, marsh, field, cut over or other lands or involving farm, city, or village property and improvements incidental to the uncontrolled, wild or running fire occurring on forest, marsh, field, cut over or other lands (as defined in s. 26.11(2), Wis. Stats.).
- e. "Incident Command System" means a set of personnel, policies, procedures, facilities, and equipment, integrated into a common organizational structure designed to improve emergency response operations of all types and complexities. ICS is a subcomponent of the National Incident Management System (NIMS), as released by the U.S. Department of Homeland Security in 2004.
- f. "Initial Attack" is defined as the first hour when suppression efforts are needed.
- g. "Non-reportable Fires" are those fires that:
  - i. Do not spread from predetermined limits;
  - ii. Cannot be found;
  - iii. Are false alarms;
  - iv. Are structural fires; or
  - v. Are vehicular fires.
- h. A project fire means an extended attack forest fire requiring state wide resource deployment by the DNR.
- i. "Reportable Fires" are all others not listed in sub. 1. d.

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- j. "Suppression" means the action of the responding agency(ies) beginning with initial attack and continuing through control of the forest fire, mop-up, and until the forest fire is out.
- k. "Unified Command" means a system of that enables institutions and agencies with different legal, geographic, and functional responsibilities to coordinate, plan, and interact effectively.

**2. RESPECTIVE RESPONSIBILITIES**

- a. The DNR is responsible for the suppression of all forest fires and protection and suppression of any improvements threatened by forest fires as defined previously in section 26.11, Wis. Stats.
- b. DNR may assist the Fire Department when resources are available, as authorized by section NR 1.23, Wis. Adm. Code and section 26.11(1), Wis. Stats
- c. Within DNR Protection Areas, the DNR may request the assistance of the Fire Departments to provide forest fire suppression, as well as structural protection.
- d. Outside of DNR Protection Areas, in the Cooperative Areas, the Fire Departments may request the assistance of the DNR to provide additional resources and support in forest fire suppression and Fire Departments have been delegated the authority on DNR owned lands for fire suppression actions by virtue of this Agreement.
- e. Structural and vehicular fires are the responsibility of the Fire Department, but the Fire Department may request DNR equipment and personnel to assist with the structural and vehicular fire or when there is danger of a forest fire being caused by the structural or vehicular fire.

**3. REPORTING FIRES**

- a. The Fire Department agrees to make every effort to immediately notify the DNR of forest fires, or fires which may become forest fires that are burning or threatening DNR protection areas or DNR Lands. If immediate notification cannot be made, the Fire Department shall report the location of the fires, and the action taken, to the DNR as soon as possible, but no later than 24 hours from its knowledge of the forest fires.
- b. If the Fire Department is unable to contact the DNR, it shall take immediate, independent action to effectively put out the forest fire.
- c. If it is uncertain whether a reported forest fire is within a DNR protection area or on DNR land due to the fire's proximity to the boundary line, the Fire Department or DNR shall notify the other party. If the Fire Department or DNR is unable to contact the other party, it shall take immediate, independent action to effectively put out the forest fire, as soon as practicable. Thereafter it shall notify the other party and report the location of the fire and the action that was taken.
- d. The DNR agrees to notify the Fire Department through County Dispatch if they become aware of a structure or vehicular fire within the Fire Department's jurisdiction.

**4. COMMAND AT FIRES**

The Incident Command System will be used at all forest fires. When the Fire Department is the first to arrive at the scene of a forest fire within a DNR protection area or on DNR land, the Fire Department shall establish incident command and begin initial attack. Command of the incident may be transferred to a qualified DNR incident commander upon arrival. A Unified Command structure is encouraged when deemed appropriate. If DNR does not arrive on scene, or is called to another incident, the Fire Department shall maintain command of the forest fire until out.

**5. OUTSIDE ASSISTANCE**

A DNR designated employee shall be consulted when in attendance by the chief officer of the Fire Department before calling in additional crews and equipment or outside fire departments for forest fires originating and occurring in DNR protection areas or on DNR lands. The incident commander is responsible for releasing the additional crews or equipment as soon as possible.

**6. EQUIPMENT AND PERSONNEL REQUIREMENTS**

- a. The DNR and the Fire Department agree to have available and utilize firefighting units suitable for suppressing forest fires. Responding units should be equipped with forest fire fighting hand tools and equipment. All responding units shall be equipped with a radio that contains a common frequency with the local DNR fire units, such as "Fireground Blue."

Fire Department / DNR Memorandum  
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- b. It is recommended that Fire Departments respond to forest fires with firefighters that have successfully completed **BASICS OF WILDLAND FIRE SUPPRESSION FOR RURAL FIRE DEPARTMENTS** in accordance with NFPA 1051 standards, which is an 8 hour course taught by DNR personnel and available to all Fire Departments.
- c. Firefighters shall wear protective clothing on all forest fires. It is recommended that protective clothing meets the 1977 NFPA standard on protective clothing and equipment for forest fire fighting including, as a minimum, Nomex shirts, pants or coveralls, boots, hardhat or helmet, and leather gloves. Use of web belts and fire shelters are also recommended for additional protection. Structural turnout gear should be available on each unit for every firefighter in the event there is a structural fire.

**7. FIRE SUPPRESSION SERVICES AND COMPENSATION**

- a. The Fire Department agrees to provide suppression services on forest fires, if its resources are available, whenever it is requested to respond by DNR or through established dispatch procedures. The DNR agrees to provide suppression services on forest fires, when resources are available, if requested by the Fire Department or through established dispatch procedures.
- b. In DNR Protection Areas, Fire Department suppression services compensation applies to all forest fires occurring outside the limits of incorporated villages and cities.
- c. In Cooperative Areas, Fire Department suppression services compensation only applies to forest fires originating on DNR owned lands.

**8. COMPENSATION**

The Fire Department must choose one compensation option from each of the following response categories below. **Choose an option from each response category and check the selected option box.**

NOTE: The person(s) responsible for causing the forest fire may be billed by DNR for all suppression costs, including those incurred by the Fire Department, that are billed to DNR.

a. **INITIAL ATTACK:**

Compensation for providing **initial attack** forest fire suppression, (including building protection) on forest fires within the Fire Department's area of jurisdiction. Initial attack is defined as the first hour of forest fire suppression services. (Choose one):

- Option 1.** No payment for providing forest fire suppression on all initial attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all initial attack forest fires.

b. **EXTENDED ATTACK:**

Compensation for providing **extended attack** forest fire suppression, (including building protection) on forest fires either in or outside the Fire Department's own area of jurisdiction. Extended attack is defined as forest fire suppression services after the first hour (Choose one):

- Option 1.** No payment for providing forest fire suppression on all extended attack forest fires.
- Option 2.** Receive payment for providing forest fire suppression on all extended attack forest fires.

**9. BILLING PROCEDURE**

- a. The Fire Department, township, or governing body agrees not to directly bill any landowner, responsible party or governmental body for forest fire suppression service costs paid by the DNR for services consistent with this Agreement.
- b. If the Fire Department bills the DNR for fire suppression costs; (a) the bill shall be prepared on the appropriate form, and (b) the bill shall be presented no later than 14 days following the date on which the fire suppression was completed. Failure to meet this deadline may jeopardize the payment of the bill.
- c. If the Fire Department submits a bill for services rendered in suppressing a forest fire it shall be paid by the DNR subject to the following limitations.

**Fire Department / DNR Memorandum  
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i. No payment will be made by DNR for runs that are not reportable forest fires. Examples include but are not limited to:

- Burning activity covered by a legal burning permit.
- Burning activity not covered by a legal burning permit but has not escaped control.
- Cannot be found
- False alarms
- Structural fires
- Vehicle fires
- Cooking or warming fires

ii. No payment will be made by DNR for forest fire suppression actions where the Fire Department provides no suppression services.

#### 10. RECOMMENDED STAFFING

a. The recommended staffing and equipment for initial attack forest fire suppression operations is as follows:

- 1 4x4 brush rig (ICS Type 5-7 Engine);
- 1 engine (or a tender (tanker) with pumping capabilities, ICS Type 1-4 Engines);
- 6 forest fire trained firefighters

b. During periods of very high or extreme fire danger, more personnel and equipment than listed above may be required for the initial response.

c. Should the Fire Department respond with more than the recommended or requested dispatch, only that equipment and personnel needed and actually used for suppression will be compensated at the predetermined rate. Compensation for additional equipment and personnel may not be made to the Fire Department unless the DNR agrees it was reasonably necessary for suppression.

#### 11. STAFFING FOR STRUCTURAL PROTECTION

Staffing and equipment dispatched for structural protection on project fires is Fire Department specific. A project fire means an extended attack forest fire requiring state wide resource deployment by the DNR.

#### 12. PAYMENT

a. SCHEDULE - Payment for engines and personnel used in forest fire suppression shall be made according to the following schedule:

- (i) Engines that pumped for active forest fire suppression **\$75/hour**
- (ii) ATVs, UTVs and similar equipment that pumped for active forest fire suppression **\$35/hour**
- (iii) Fire Department personnel that provide suppression assistance on the fire. **\$10/hour**

b. CALCULATION OF PAYMENT - Following the first hour of suppression service, bills submitted shall be calculated to the nearest ½ hour. Service begins when the engine leaves its station, and continues until it returns to its station when suppression action was taken by the Fire Department.

#### 13. LIABILITY

The Fire Department, its employees, agents, and members, shall not be deemed employees or agents of the DNR for any purpose, including worker's compensation. Worker's compensation coverage for the employees, agents, and members of the Fire Department shall be provided by the Fire Department in accordance with section 102.07(7), Wis. Stats. In addition, the DNR shall not be liable for any damage to, or destruction of, vehicles or suppression equipment beyond that liability established in section 893.82 or 895.46, Wis. Stats., or as otherwise established by the State Claims Board and approved in accordance with statutes.

#### 14. COORDINATION

- a. A written outline of routine communication procedures, notification procedures, together with maps and rosters of on-call personnel, should be jointly prepared by and between the Fire Department and the DNR.
- b. A current contact list of the names, addresses and telephone numbers of the DNR's Forestry personnel for the area described in the Agreement shall be developed.

**Fire Department / DNR Memorandum  
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Fire Suppression Services**

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**15. TERMINATION**

This Agreement shall be binding upon the parties hereto until six months following written notice of termination by either party. Either party reserves the right to cancel this Agreement in whole or in part without penalty. The DNR reserves the right to cancel this Agreement in whole, or in part, without penalty, due to non-appropriation of funds or failure of the Fire Department to comply with the terms, conditions, or specifications described.

**16. NONDISCRIMINATION**

The Fire Department agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, as described in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Fire Department agrees to post in conspicuous places, availability for employees and applications for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

**17. ASSIGNMENT**

This Agreement may not be assigned or subcontracted in part or in whole without written approval from the DNR and may only be changed or amended in writing.

**18. PARTIES**

- a. In this Agreement, the DNR and the Fire Department includes its successors, their respective officers, employees, agents, directors, subcontractors, assignees, partners, and representatives.
- b. This Agreement and its referenced parts and attachments, shall constitute the entire Agreement and previous Agreements, whether written or oral, are hereby superseded.

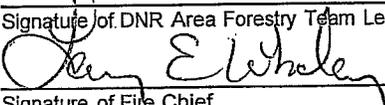
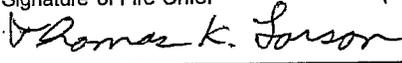
**19. AMENDMENT**

Any revisions must be made by an amendment to this Agreement or other written documentation, and signed by both parties. This Agreement shall commence upon its signing by both parties and continue until termination under paragraph 15.

**20. AUTHORIZATION**

Each person signing this agreement, personally warrants and represents that he or she is authorized by his or her principal to bind the party for whom he or she is signing.

DEPARTMENT OF NATURAL  
RESOURCES For the Secretary

Signature of DNR Area Forestry Team Leader		Date Signed
		1/12/12
Signature of Fire Chief	Fire Department	Date Signed
	CHIPPEWA FALLS FIRE & EMERGENCY SERVICES	1-9-2012
Signature of Other Authorized Representative		Date Signed

AN ORDINANCE WHICH UPDATES THE STATUTORY  
REFERENCE IN THE COMPLIANCE WITH THE  
RULES OF THE ROAD SUBSECTION OF THE  
ORDINANCE SECTION RELATING TO BICYCLES

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. That § 12.07(7) of the Chippewa Falls Municipal Code which presently provides as follows:

**12.07 BICYCLES.**

• • •

- (7) COMPLIANCE WITH RULES OF THE ROAD. The operator of a bicycle shall comply with Ch. 346, Wis. Stats., including § 346.81 relating to lamps and other equipment on bicycles.

be amended to provide for updated statutory references as follows:

**12.07 BICYCLES.**

• • •

- (7) COMPLIANCE WITH RULES OF THE ROAD. The operator of a bicycle shall comply with Chs. 346 and 347, Wis. Stats., including § 347.489, Wis. Stats., relating to lamps and other equipment on vehicles. § 346.77, Wis. Stats., places responsibility on parents and guardians not to violate § 347.489, Wis. Stats., and that provision may also be enforced hereunder.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNCIL PRESIDENT: \_\_\_\_\_  
CW King

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffinan, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

AN ORDINANCE WHICH UPDATES THE CHIPPEWA FALLS  
ORDINANCES REGARDING THE STATUTORY CHANGES  
MADE UNDER WISCONSIN ALCOHOLIC BEVERAGE LAWS.

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO ORDAIN AS FOLLOWS:

1. § 12.03(1)(a) of the Chippewa Falls Municipal Code adopts Chapter 125 of the Wisconsin Statutes. The Wisconsin legislature has amended § 125.02, Wis. Stats., to include a definition of a "Caterer" at subsection (3r) which provides:

(3r) "Caterer" means any person holding a license under s. 97.30 for a restaurant who is in the business of preparing food and transporting it for consumption on premises where gatherings, meetings, or events are held, if the sale of food at each gathering, meeting, or event accounts for greater than 50 percent of the gross receipts of all of the food and beverages served at the gathering, meeting, or event.

This definition is now recognized as a part of the Chippewa Falls Municipal Code by virtue of § 12.03(1)(a) adopting Chapter 125 of the Wisconsin Statutes.

2. The Wisconsin legislature has revised § 125.51(3)(b), Wis. Stats., to eliminate a 4 liter limit on sales for off premise consumption and the amended statutory section now provides as follows:

(b) In all municipalities electing by ordinance to come under this paragraph, a retail "Class B" license authorizes the sale of intoxicating liquor to be consumed by the glass only on the premises where sold and also authorizes the sale of intoxicating liquor in the original package or container, in any quantity, to be consumed off the premises where sold. This paragraph does not apply to a winery that has been issued a "Class B" license. Paragraph (am) applies to all wineries that have been issued a "Class B" license.

Based thereon it is hereby ordained that § 12.03(5) of the Chippewa Falls Municipal Code, which presently provides as follows:

**12.03 INTOXICATING LIQUOR, FERMENTED MALT BEVERAGES AND TOBACCO.**

• • •

(5) OFF-PREMISES CONSUMPTION

• • •

(b) Section 125.51(3)(b), Wis. Stats., shall apply to the City and permit the holder thereof to sell, deal and traffic in intoxicating liquor to be consumed by the glass only on the licensed premises and in the original package or container in multiples not to exceed 4 liters at any one time, to be consumed off the premises so licensed, except wine may be sold in the original package or otherwise in any quantity to be consumed off the premises.

be amended to provide as follows:

**12.03 INTOXICATING LIQUOR, FERMENTED MALT BEVERAGES AND TOBACCO.**

• • •

(5) OFF-PREMISES CONSUMPTION

• • •

(b) Section 125.51(3)(b), Wis. Stats., shall apply to the City and permit the holder thereof to sell, deal and traffic in intoxicating liquor to be consumed by the glass only on the licensed premises and in the original package or container, in any quantity, to be consumed off the premises so licensed. This subsection does not apply to a winery that has been issued a "Class B" license. Section 125.51(3)(am) applies to all wineries that have been issued a "Class B" license.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2020.

COUNCIL PRESIDENT: \_\_\_\_\_  
CW King

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

PARKS, RECREATION & FORESTRY BOARD MEETING  
Tuesday, January 14, 2020

1. Call to order by Dale Berg at 6:00 p.m.  
Roll Call: Members Present: Audrey Stowell, Carmen Muenich, Dale Berg and Rob Kiefer. Absent: Beth Arneberg, Justin Agnew, and John Abbe.  
Staff present: Dick Hebert.
2. Approval of Minutes: December 10, 2019: **Motion by Kiefer/Muenich to approve minutes of December 10, 2019. Motion passed.**
3. Personal Appearances By Citizens. None.
4. Discuss/Consider Special Event Applications. Dick reviews renewal applications and recommends approval as past practice. **Motion by Muenich/Kiefer to approve special event renewal applications by Tinkergarten and Chippewa Falls Farmers Market as presented. Motion passed.**
5. Discuss/Consider:  
John Abbe arrives.
  - a. New Disc Golf/Snow Shoe Facility in and next to Casper Park. Jamie Johnson, Ryan Dolan and Travis Blaeser of Chippewa Valley Disc Golf Association are present to discuss a new disc golf course that would be constructed in and next to Casper Park. Initial thoughts are that there will be 6 handicap holes. Public Works has given approval to start design process using public works land next to Casper Park for the course. Leiviska Disc Golf Design LLC has given proposal for design of course. Maintenance of the course was discussed. **Motion by Kiefer/Berg to move forward with the design of the project with cost of \$3,000.00 to be taken from the Chippewa Falls Parks & Rec Endowment Fund. Motion passed.**
  - b. Improvements and Master Plan for Flag Hill. Dick reports that Ayres will be putting together costs for both projects. The two major decisions that need to be decided are whether the bathrooms will be seasonal or year-round and the road location.
  - c. Department Community Foundation Endowment Funds. Dick reports that the Irvine Park Endowment Fund has \$36,101 available to disburse and the Chippewa Falls Parks Recreation & Forestry Endowment Fund has \$11,176.00 available to disburse. He recommends receiving all monies from both funds and reinvesting the funds available from the William Irvine Endowment Fund. **Motion by Kiefer/Muenich to receive the available funds of \$36,101.00 from the Irvine Park Endowment Fund and \$11,176.00 from the Chippewa Falls Parks Recreation & Forestry Endowment fund and reinvesting funds available in the William Irvine Endowment Fund. Motion passed.**  
**Motion by Kiefer/Abbe to combine items d. thru j. Motion passed. No discussion on items d thru j.**

6. Approve Claims. **Motion by Muenich/Berg to approve claims of \$50,289.07. Motion passed.**
7. Park Board Members' Concerns or Comments. Berg inquired about the new playground equipment. Dick reports it's been ordered.
8. Adjournment. **Motion by Muenich/Kiefer to adjourn at 6:39 p.m. Motion passed.**

Submitted by:

Audrey Stowell, Secretary



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

*Rec'd 1/2/20*

Applicant Name and Address: Taylor Huppert - 3 South High Street, Chippewa Falls, WI 54729	Applicant Phone Number: 715-726-9000
---	---

<input checked="" type="checkbox"/> 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: CVCA/Heyde Center for the Arts 3 South High Street, Chippewa Falls, WI 54729 715-726-9000
--	--

Name of the event: Dinner over the Duncan	Estimated number of persons participating: 125
--	---

Date and start and end times requested for street use:  
Thursday, September 10, 2020 from 2 pm - 10 pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
Portion of Spring Street to include Rainbow Marsh Bridge, from Hwy 124 to High Street.

Use, described in detail, for which the street use permit is requested:  
A formal dinner celebrating our community and the arts.

City services requested for the event (e.g., Street Department or Police Department staff time)  
Lights and outlets active by 2:00 pm on day of event, barricades delivered to location - event staff will set up.

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.**

<i>Taylor Huppert</i> Signature of Applicant	12/19/2019 Date
---	--------------------

### OFFICE USE ONLY

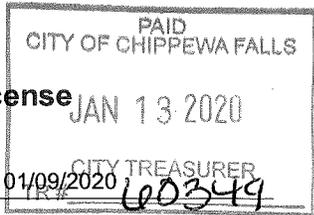
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
*City Street Dept. staff to drop off and pick up traffic control barricades  
Estimate is 2 staff - 2 hrs each = 4 hrs @ \$50/hr = 200  
None from CPD. JHS*

Requirements of Applicant:

Approved by: <i>[Signature]</i> 1-3-20 Signature of Chief of Police	<i>[Signature]</i> PE 1/02/2020 Signature of Director of Public Works
---	--

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 \$ 10.00

Application Date: 01/09/2020

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 5/2/2020 and ending 5/2/2020 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 Jodi Ash, 617 Dover St, Chippewa Falls, WI 54729 218-779-6979 Treasurer Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

(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? All - Both buildings and concession area. Alcohol will not be allowed outside of premises.

(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? No Reason for minors being present: Not during event, cleanup before & after

Security measures: IDs will be checked at the entrance. Wristbands will be used to identify 21 & over. Alcohol will not be allowed outside of building.

3. Name of Event

(a) List name of the event Northwest Beer Fest

(b) Dates and times of event May 2, 2020 12:00 PM-Midnight

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.

Officer [Signature] 1/9/2020 (Signature/date)

Chippewa Youth Hockey Association (Name of Organization)
Officer Robert Normand 1/9/2020 (Signature/date)

Officer [Signature] 1/9/2020 (Signature/date)

Officer (Signature/date)

Date Filed with Clerk 1/30/20

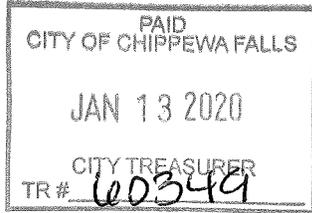
Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval [Signature] 1/21/20

Date Wisconsin Department of Revenue



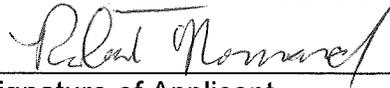
## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Chippewa Youth Hockey Association	<b>Address of Applicant:</b> 839 First Ave, PO Box 131 Chippewa Falls, WI 54729																									
<b>Name of Premises to be Licensed:</b> Chippewa Area Ice Arena	<b>Address of Premises:</b> 839 First Ave Chippewa Falls, WI 54729	<b>Date(s) of Event (Class "E" Licenses only):</b> May 2, 2020																								
<b>Class of License Applied for:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$125.00	Class "B" Annual	<input type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D" Annual	<input type="checkbox"/>	\$25.00	Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input type="checkbox"/>	\$30.00 (annual)
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Live Music Annual	<input type="checkbox"/>	\$30.00																								
Juke Box	<input type="checkbox"/>	\$30.00 (annual)																								

### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

  
 \_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Date 1/13/2020

Attest:   
 \_\_\_\_\_  
 City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT  
TO GREAT NORTHERN CORPORATION TO UTILIZE  
PARCEL #22908-3231-71691002 AS A STAND ALONE PARKING LOT**

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, DO  
ORDAIN AS FOLLOWS:

1. That a Special Use Permit is hereby issued, pursuant to Chapter 17.48 of the Municipal Code of the City of Chippewa Falls, for Great Northern Corporation to utilize Parcel #22908-3231-71691002 as a Principal Use in a I-2 Light Industrial District and I-3 Heavy Industrial District.

2. That the Special Use Permit hereby granted shall be expressly subject to and conditioned upon the following:

- a) That the surface parking lot be permitted to support the manufacturing facility located at 421 Palmer Street.
- b) That no principal structure be required on parcel #22908-3231-71691002
- c) That plans and details attached become part of this Special Use Permit.
- d) That no equipment, materials or product related to the manufacturing facility be stored on the parking facility.
- e) That a minimum of a four (4') foot tall planting screen or landscaped fence or wall screening be installed along site perimeter abutting or facing residential uses. Details to be provided to City Inspector prior to construction.
- f) That any parking lighting be shielded from abutting residential properties. Details to be provided to City Inspector prior to construction.
- g) That this permit be reviewed by the plan commission and common council within three (3) years of the date of issue and, as the primary contributing factor necessitating the requested Special Use Permit, should the construction of the proposed addition to the manufacturing facility at 421 Palmer Street not commence within three (3) years and be substantially complete within five (5) years from date of Special Use Permit approval, that permit renewal shall not be granted unless request is made in writing and presented to the City Council.
- h) That Great Northern Corporation will submit site plans, stormwater management plans and screening plans for review and approval in conformance with City Codes prior to being issued permission to construct.
- i) That this permit shall become null and void by non-compliance with the conditions of this permit or related codes, or by application to the Board of Appeals for any code variance at these premises.
- j) That all changes or modifications to this permit shall be by the Common Council only after review and recommendation by the Plan Commission and after public notice and hearing as required for a Special Use Permit.
- k) That except as specifically provided herein, all regulations of City Codes shall apply.

ORDINANCE NO. 2020-02

3. That this ordinance shall take affect from and after its passage and publication.

Dated this 18<sup>th</sup> day of February, 2020.

FIRST READING: February 4, 2020

SECOND READING: February 18, 2020

ADOPTED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Mayor

\_\_\_\_\_

Council President

ATTEST: \_\_\_\_\_

City Clerk

PUBLISHED: \_\_\_\_\_

AN ORDINANCE AMENDING THE LOADING  
ZONE PROVISIONS OF THE CHIPPEWA  
FALLS MUNICIPAL CODE – § 7.10(4)

THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN DO ORDAIN  
AS FOLLOWS:

1. That § 7.10(4) of the Chippewa Falls Municipal Code, which presently provides, in part, as follows:

**7.10 LOADING ZONES.**

The following described portions of streets in the City are hereby set aside as loading zones to be used exclusively for the loading and unloading of freight and merchandise, other commercial purposes and customer service. Such loading and unloading shall be limited to 30 minutes for loading and unloading of freight, merchandise and other commercial purposes and 10 minutes for customer service.

- (1) That part along the easterly curb on the east side of Wheaton St., extending from Elm St., on the south, north to the alley, immediately to the rear of 440 W. Elm St.
- (2) A portion of street 20 feet in length along the southerly curb line of W. Central St. in front of the Central St. entrance to 124 North Bridge St.
- (3) Reserved.
- (4) South side of West Grand Ave. from a point 93 feet west of the west curb line of Bridge St. and running 24 feet west.
- (5) South side of West Spring St. from a point 98 feet west of the west curb line of Bay St. and running 22 feet west.

• • •

be amended to provide as follows:

**7.10 LOADING ZONES.**

The following described portions of streets in the City are hereby set aside as loading zones to be used exclusively for the loading and unloading of freight and merchandise, other commercial purposes and customer service. Such loading and unloading shall be limited to 30 minutes for loading and unloading of freight, merchandise and other commercial purposes and 10 minutes for customer service.

- (1) That part along the easterly curb on the east side of Wheaton St., extending from Elm St., on the south, north to the alley, immediately to the rear of 440 W. Elm St.
- (2) A portion of street 20 feet in length along the southerly curb line of W. Central St. in front of the Central St. entrance to 124 North Bridge St.
- (3) Reserved.
- (4) Reserved.
- (5) South side of West Spring St. from a point 98 feet west of the west curb line of Bay St. and running 22 feet west.

• • •

Dated this 18th day of February, 2020.

\_\_\_\_\_  
CW King, Council President

FIRST READING: February 4, 2020

SECOND READING: February 18, 2020

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTESTED: \_\_\_\_\_  
Bridget Givens, City Clerk

**RESOLUTION NO. 2020-01**

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY  
SPECIAL ASSESSMENTS UNDER CHAPTER 66.0701 WISCONSIN STATUTES &  
CHAPTER 3.08 OF THE CODE OF ORDINANCES OF  
THE CITY OF CHIPPEWA FALLS, WISCONSIN**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA  
FALLS, WISCONSIN:**

1. The Common Council of the City of Chippewa Falls, Wisconsin, hereby declares its intention to exercise its police power under Chapter 66.0701 Wisconsin Statutes and Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

2. The property to be assessed for the following described improvements includes all property fronting on both sides of the following streets:

**A. Elm Street (Perry Street to Wheaton Street)**

1. Sanitary sewer main.
2. Sanitary sewer services, from the main to the boulevard.
3. Water Main.
4. Water services, from the main to the boulevard.
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services.
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary services.
7. Remove existing driveways and replace them with concrete driveways in the public right of way.
8. Removal and replacement of deficient street surfacing
9. Preparation for and construction of sidewalk where it does not currently exist and is deemed necessary.

**B. Huron Street (Elm Street to Macomber Street)**

1. Sanitary sewer main.
2. Sanitary sewer services, from the main to the boulevard.
3. Water services, from the main to the boulevard.
4. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services.
5. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary services.
6. Remove existing driveways and replace them with concrete driveways in the public right of way.
7. Removal and replacement of deficient street surfacing.

**RESOLUTION NO. 2020-01**

**C. Linden Street (Maple Street to Woodward Avenue)**

1. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services.
2. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary services.
3. Remove existing driveways and replace them with concrete driveways in the public right of way.
4. Removal and replacement of deficient street surfacing.
5. Preparation for and construction of sidewalk where it does not currently exist and is deemed necessary.

**D. Park Avenue (City Limits to Main Street)**

1. Sanitary sewer main.
2. Sanitary sewer services, from the main to the boulevard.
3. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services.
4. Remove existing driveways and replace them with concrete driveways in the public right of way.
5. Removal and replacement of deficient street surfacing.
6. Preparation for and construction of curb and gutter.

**E. Prentice Street (Morris St. to Fourth Ave.), Fourth Avenue (Broadway Ave. to Prentice St.)**

1. Sanitary sewer main.
2. Sanitary sewer services, from the main to the boulevard.
3. Water Main.
4. Water services, from the main to the boulevard.
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services.
6. Remove existing driveways and replace them with concrete driveways in the public right of way.
7. Removal and replacement of deficient street surfacing.
8. Preparation for and construction of sidewalk where it does not currently exist and is deemed necessary.

3. The Common Council of the City of Chippewa Falls determines that these improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

4. The Director of Public Works is directed to prepare a report which shall consist of:
- a) Plans and specifications for the improvements.
  - b) A schedule of proposed special assessments.
  - c) An estimate of the cost of the proposed improvements.

**RESOLUTION NO. 2020-01**

5. Upon completing the report, the Director of Public Works is directed to file a copy thereof in the City Clerk's office for public inspection.

6. Upon receiving the report of the Director of Public Works, the City Clerk is directed to give a Class I notice of public hearing on such report. A copy of such notice shall also be mailed at least ten (10) Days before the hearing or proceedings to every interested person whose post office address are known or can be ascertained with reasonable diligence. The hearings shall be held in the Council Chambers in City Hall at a time set by the City Clerk, and which hearing shall commence not less than ten or not more than forty days after such publications.

7. Upon adoption, the City Clerk shall mail a copy of the Preliminary Resolution to every interested party whose post office address is known or can be ascertained with reasonable diligence.

Dated this 4<sup>th</sup> day of February, 2020.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk

PUBLISHED: \_\_\_\_\_

**RESOLUTION REGARDING 2020 SPECIAL ASSESSMENT RATES**

**BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF  
CHIPPEWA FALLS, WISCONSIN:**

That the following schedule be and is hereby adopted as the front foot special assessment rates to be charged against abutting property for the installation of the following facilities in the City of Chippewa Falls, WI.

1. Grading and Graveling - \$18.25 per front foot of abutting property.
2. Sanitary Sewer Main
  - a) New construction - \$28.00 per front foot of abutting property
  - b) Replacement - \$28.00 per front foot of abutting property, prorated for 75 year life of old main.
3. Water Main
  - a) New construction - \$29.50 per front foot of abutting property
  - b) Replacement - \$29.50 per front foot of abutting property, prorated for 75 year life of old main
4. Curb and Gutter
  - a) New construction - 100% of the cost, as bid annually.
  - b) Replacement - 100% of the cost of removal & replacement, as bid annually.
5. Preparation for Curb and Gutter on streets that have been graded and graveled in a previous year.
  - a) \$3.00 per front foot of abutting property.
6. Sanitary Sewer Laterals
  - a) New construction - 100% of the cost.
  - b) Replacement - \$1,085.00/each.
7. Water Services (Actual Cost) New and replacement, in accordance with Public Service Commission rules.
8. Sidewalks
  - a) New construction - 100% of the cost.
  - b) Replacement - 100% of the cost.
9. Driveways
  - a) New construction - 100% of the cost
  - b) Replacement - 100% of the cost

**Resolution No. 2020-02**

- 10. Street Surfacing -Assessed per front foot of abutting property based on street width:
  - a) \$19.75 for 34' face of curb to face of curb or wider.
  
- 11. Retaining Walls
  - a) New construction - 100% of the cost.
  - b) Replacement - 100% of the cost.

All Resolutions in conflict herewith are hereby repealed.

This Resolution shall be effective immediately upon passage.

Dated this 4<sup>th</sup> day of February, 2020.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Council President

APPROVED: \_\_\_\_\_

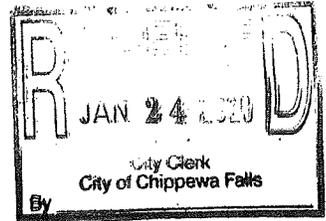
Mayor

ATTEST: \_\_\_\_\_

City Clerk



# CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM



Name of Claimant: Douglas Bjork	Claimant Address: 320 So. Grove St
Claimant Phone Number: 715 723 6859	Date of Incident: Wed 1-22-20
Time of Incident: 2:15 PM	Location of Incident: Commerce Pkwy
Damages Claimed (attach any relevant receipts and supporting documentation): Quote from Post Glass \$295.40 includes Tax	
Description of Incident: I was driving my Mom Lorraine Bjork to an appointment 715 723 5649 on County I and a plow truck threw ice on our windshield and caused two cracks on the drivers side windshield. causing a need for a windshield replacement	
Signature of Claimant: 	Date: 1-24-2020