NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on **Monday, June 8, 2020 at 5:30 P.M.** in the City Hall Council Chambers, Chippewa Falls, Wisconsin. The Mayor and Board of Public Works members may not be physically present at the meeting but may attend remotely. The meeting may be viewed via livestream at the www.chippewafalls-wi.gov live stream link. **To participate in this meeting, please call 715-726-2762**. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

1. Approve the minutes of the May 11, 2020 Board of Public Works meeting. *(Attachment)*

2. Consider petition to pave alley in Block 1 and 2, Willette Addition, bounded by Wisconsin St., Maple St., Garden St. and Wilson St. Make recommendation to the Common Council. (Attachment)

3. Consider Developers Agreement for Lot 72, Wissota Green Replat. Make recommendation to the Common Council. *(Attachment)*

4. Discuss and consider request from Mark Mueller to remove a utility easement on Lots 1 and 2 of Maple Leaf Townhomes Plat, East of Chippewa Crossing Boulevard and North of South Avenue. Make recommendation to the Common Council. *(Attachment)*

5. Adjournment

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, June 3, 2020 at 9:00 AM by Mary Bowe.

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on **Monday, May 25, 2020 at 5:30 P.M.** in the City Hall Council Chambers, Chippewa Falls, Wisconsin. The Mayor and Board of Public Works members may not be physically present at the meeting but may attend remotely. The meeting may be viewed via livestream at the www.chippewafalls-wi.gov live stream link. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, MAY 25, 2020

IS

CANCELLED

DUE TO THE HOLIDAY.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, May 19, 2020 at 11:00 AM by Mary Bowe.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MAY 11, 2020 – 5:30 PM

The Board of Public Works met in City Hall on Monday, May 11, 2020 at 5:30 PM. Attending remotely were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the April 27, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered four proposals to inspect the Glen Loch Dam ranging from $1,500 to $2,600. Director of Public Works Rubenzer explained that WDNR requires inspection of a high hazard dam such as Glen Loch every two years. Ayres was the multi-disciplined company that designed and inspected the drawdown gate, fence and buoy line project in 2018-2020 and is well qualified to perform the inspection.
   Motion by Olson, seconded by Bauer to recommend the Common Council accept the low proposal of $1,500 and award the 2020 inspection and reporting of the high hazard Glen Loch Dam in the City of Chippewa Falls to Ayres Associates, Inc. **All present voting aye. MOTION CARRIED.**

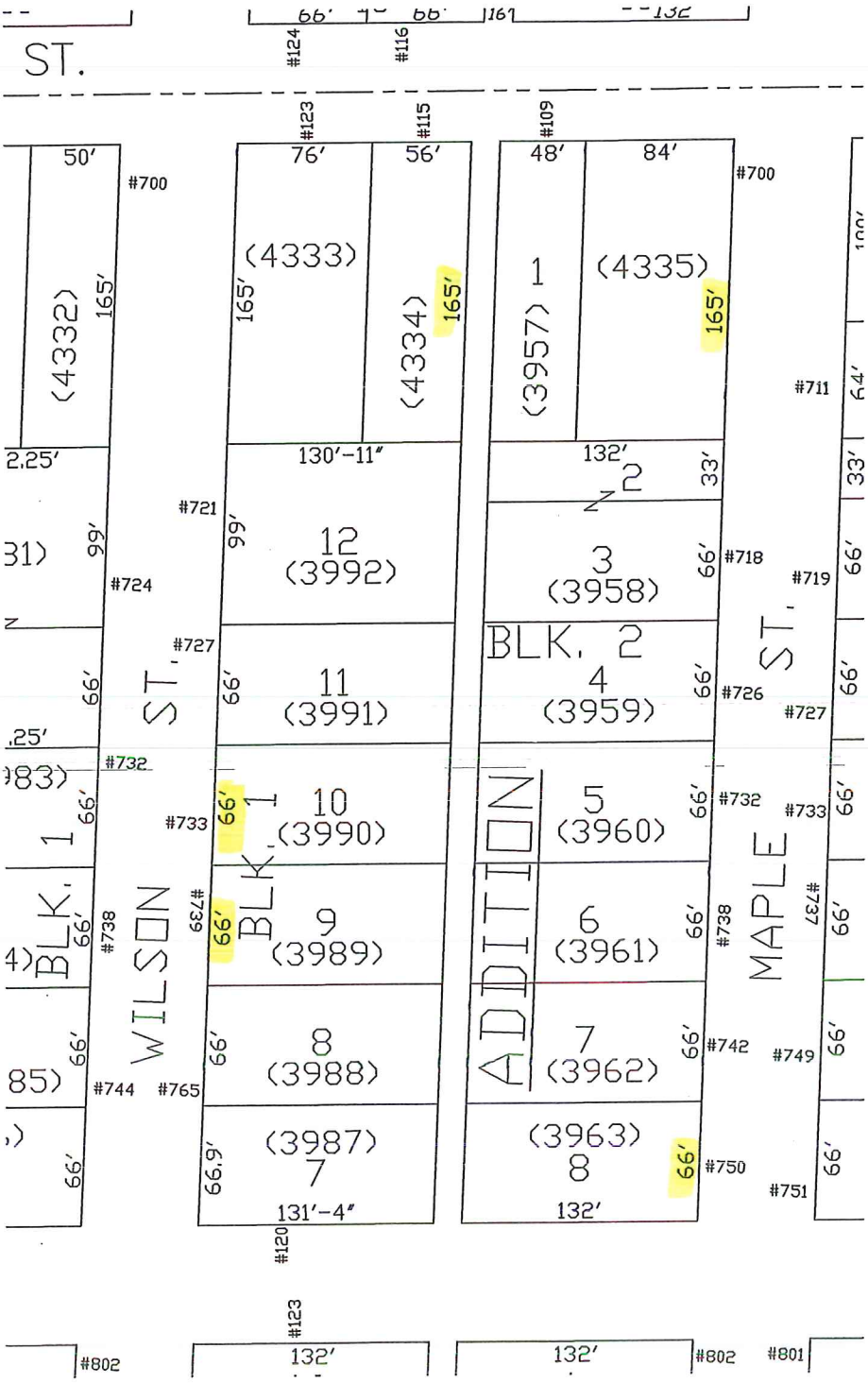
3. **Motion** by Bauer, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:33 P.M.

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

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

1188.9 Total Frontage

528 Frontage of Signatures = 44%



May 19, 2020

Susan Rineck
10042 43rd Avenue
Chippewa Falls, WI 54729

RECEIVED
MAY 21 2020
City Clerk
City of Chippewa Falls
By

Engineering Department
Chippewa Falls City Hall
30 West Central Street
Chippewa Falls, WI 54729

Dear Mr. Berg,

I spoke with you earlier this spring in regards to paving the alley in between Wisconsin Street and Garden Street on the south side of town. In the meantime I have made an effort to reach all of the neighbors bordering this alley. Given the current health pandemic, I chose to send a letter and a copy of the petition to each household on both sides of the alley (and one at the end). Unfortunately not everyone responded and I have no way of knowing if they received the information and/or properly understood the proposal. Despite that challenge, I did acquire five signatures in favor of paving the alley! I had two that contacted me to tell me that they were not supporting the project due to their jobs being affected by the Coronavirus pandemic. They stated that they were presently not working and did not have the funds to pay the $8. Per lineal foot that they were quoted. So this letter has two appeals: one to please put this paving project before the Board of Public Works with a favorable recommendation and two, to please consider reducing or waiving the individual fees.

I have included the petition(s). Sorry there is more than one copy, but like I mentioned, I sent a copy of the original petition (which had three signatures) to each of the neighbors. (I had gotten three before the whole lock down happened.)

Please consider paving this alley, the alley before us is paved and the alley after us is paved. My Mother, Dorothy Zwiefelhofer had just invested close to $3000. on a new driveway along with John Abbe who also just put in a new driveway. Having the gravel alley adjacent to their new driveways is going to significantly shorten the beauty and ultimately the life of their new pavement. With annual spring grading and of course winter plowing, I'm just afraid that it's going to negatively impact those property improvements.

There is a significant amount of vehicle traffic and pedestrian traffic through this alley, I know paving it will be a great, functional improvement, not to mention the aesthetic value for the households that border this alley and the city as a whole.

Thank you for considering this project in the very near future. Please contact me if you have any questions. I will inform you if I receive any more input from the letters I sent.

Sincerely,

Susan Rineck
(715)456-2270

PETITION
(Alley Paving)

I/We, the undersigned, hereby petition that the alley through Block 2 of DUPEY'S ADDITION Addition (Bounded by WILSON ST. MAPLE ST, WISCONSIN ST + GARDEN ST) be blacktopped at the current front foot rate as determined by the Common Council.

Name/Address

Dorothy P. Zwiefelhofer 109 W. Wisconsin St. D. Zwiefelhofer
Gerald Prince 750 Maple St. Gerald Prince
John + Stephanie Abbe 115 W. Wisconsin St. Stephanie Abbe

Addresses of owners that I/We were unable to contact:

Petition circulated by Sue Rineck Phone 715-456-2270

Petition Form picked-up

Petition Received by Clerk

NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

Rate is subject to change by the Common Council.
(Rate as of 2/25/2020 is $ 8.00 /front foot)

PETITION
(Alley Paving)

I/We, the undersigned, hereby petition that the alley through Block 2 of DUPEY'S ADDITION Addition (Bounded by WILSON ST. MAPLE ST, WISCONSIN ST + GARDEN ST) be blacktopped at the current front foot rate as determined by the Common Council.

Name/Address

Please sign and return →

Dorothy P. Zwiefelhofer 109 W. Wisconsin St. D. Zwiefelhofer
Gerald Prince 750 Maple St. Gerald J. Prince
John + Stephanie Abbe 115 W. Wisconsin St. Stephanie Abbe
→ Bob + Joan Pehlke 733 Wilson ST Robert Pehlke

Addresses of owners that I/We were unable to contact:

Petition circulated by Sue Rineck Phone 715-456-2270

Petition Form picked-up

Petition Received by Clerk

NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

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Name/Address

Dorothy P. Zwiefelhofer 109 W. Wisconsin St. D Zwiefelhofer
Gerald Prince 750 Maple St. Gerald J. Prince
John + Stephanie Abbe 115 W. Wisconsin St. Stephanie Abbe
Please sign and return → Anthony + Jan Mathwig 739 Wilson St

Addresses of owners that I/We were unable to contact:

Petition circulated by Sue Rineck Phone 715-456-2270

Petition Form picked-up

Petition Received by Clerk

NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

Rate is subject to change by the Common Council.

(Rate as of 2/25/2020 is $ 8.00 /front foot)

April 27, 2020

Todd,

This is a copy of the letter I Sent to all the households bordering the alley. I don't know if all were recieved or if the people had a good understanding (?)

Sue Zwiefelhofer Rineck
On behalf of/
Dorothy Zwiefelhofer
109 West Wisconsin Street
Chippewa Falls, WI 54729

Dear Wilson Street Resident,

I am writing this letter to find out if you would be interested in having the alley, behind your house blacktopped. There are a handful of neighbors who would like to have this done. We feel it will add to the beauty and function of this area. Paving this alley will allow a place to more easily do activities like walk or ride a bike. It would eliminate the spring mud fest and get rid of all the dust and dirt on your house, windows and vehicles. I feel it will add value and class to our neighborhood. The surrounding blocks have paved allies and I don't think any of those residents regret making that decision. I would have liked to come door to door to discuss this endeavor but the current Coronavirus situation has prevented that. So I have some basic information. The current cost per resident with frontage to the alley is only $8. per linear foot. I am certainly not collecting any money, this is just the first step to get people on board. I've included a copy of the sign up sheet, a couple people have signed this one, and a self addressed, stamped envelope to my house. (I am helping my Mom with this.) Please sign the sheet,under the other names, include your address and return it in the stamped envelope provided. Once I have enough signatures, I will take them into the city engineer and they will make the final decision whether to pave the alley and when. I will try to relay any information I get to you, when I get it. Thank you for considering this project for our neighborhood.

Also one Place is a rental So not Sure if the right person got this info.

Thanks
Sue

Sincerely,

Sue Zwiefelhofer Rineck

Please feel free to call if you have any questions (715)456-2270

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of May, 2020 between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Daniel W. Acker and Phyllis G. Acker ("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 Bay Twin Home Condominiums and Wissota Bay Town Home Condominiums, a copy of which is attached hereto as Exhibit "A" The preliminary plat was approved by the City Plan Commission on May 11, 2020 and by the City Council on May 19, 2020.

(b) Development. Developer desires to develop and construct the Wissota Bay Twin Home Condominiums and Wissota Bay Town Home Condominiums (the "Development") upon the Property. Upon approval of the final Plats of Wissota Bay Twin Home Condominiums and Wissota Bay Town Home Condominiums by the City, the plats will be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin (the "Final Plats").

(c) Construction. Developer will construct four (4) twin homes and one (1) five unit residential building and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2020 with all of the buildings and related improvements are to be completed by 2022.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 2.08 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Wissota Bay Twin Home Condominiums and Wissota Bay Town Home Condominiums.

Section 1.3 Order of Construction. Developer will initially construct two (2) twin- 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 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 23 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) The Development shall be constructed according to all conditions imposed upon plat approval.

(b) 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.

(c) 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 of Chippewa Falls 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, W154729

If to Developer: Daniel W. Acker and Phyllis G. Acker
N2265 Curtis Road
Stanley, WI 54768

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 103 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 and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin and the venue for any legal action concerning this Agreement shall be Chippewa County, Wisconsin.

Section 105 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.

See following pages for signatures, notaries and exhibits.

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 this day and year first above written.

CITY OF CHIPPEWA FALLS:

_____

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
_____ County)

Personally came before me this _____ day of _____, 2020 the above named

_____

to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____

* _____

Notary Public, _____ County, WI

My Commission is permanent. (If not, state expiration date):_____

DEVELOPERS:

_____
Daniel W. Acker

_____
Phyllis G. Acker

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
_____ County)

Personally came before me this _____ day of _____, 2020 the above named
_____
to me known to be the person who executed the foregoing instrument and acknowledge the same.

_____
* _____
Notary Public, _____ County, WI
My Commission is permanent. (If not, state expiration date):_____

EXHIBIT "A"-

Draft of Final Plats

EXHIBIT "B"

Legal Description

Exhibit "C"

Description of Public Improvements and Estimates of Costs

Date: 5/13/2020
AEC Project #: 19224
Assumptions: Includes relocating hydrant and new valve for hydrant next to the private watermain extension

Wissota Green Condominiums - Public Improvements Estimate

No.	ITEM	UNITS	QUANT.	Unit Price	Total Price
	STREETS				
1	4" CONCRETE SIDEWALK (5' WIDTH)	SF	140	$5.00	$700.00
	SUBTOTAL				$700.00
	SANITARY SEWER				
1	CONNECT TO EXISTING SEWER STUB	EA	1	$200.00	$200.00
2	48" PRECAST CONCRETE MANHOLE (1 structures)	VF	7	$300.00	$2100.00
3	MANHOLE FRAME & GRATE (Neenah R-1642)	EA	1	$400.00	$400.00
4	4" SANITARY SEWER (SERVICE)	LF	126	$8.00	$1008.00
5	8" SANITARY SEWER	LF	144	$12.00	$1728.00
6	8"X4" WYE	EA	5	$100.00	$500.00
7	INSULATION-EXTRUDED POLYSTYRENE (2"x4'x8')	EA	40	$40.00	$1600.00
8	TRACER WIRE ACCESS BOX	EA	5	$75.00	$375.00
	SUBTOTAL				$7,911.00
	WATERMAIN				
1	CONNECT TO EXISTING (remove MJ-PLUG)	EA	1	$325.00	$325.00
2	RELOCATE EXISTING HYDRANT	EA	1	$500.00	$500.00
3	HYDRANT ASS'Y (hydrant, valve & lead)(11.5' bury)	EA	1	$3,500.00	$3500.00
4	6" VALVE & BOX	EA	2	$1,400.00	$2800.00
5	6-INCH WATERMAIN, C-900 PVC	LF	160	$25.00	$4000.00
6	TAP & CORPORATION STOP, 1-INCH	EA	5	$100.00	$500.00
7	CURB STOP & BOX, 1 INCH	EA	5	$170.00	$850.00
8	WATER SERVICE, 1-INCH (POLY)	LF	76	$15.00	$1140.00
	SUBTOTAL				$13,615.00
	STORM SEWER				
1	CONNECT TO EXISTING	EA	1	$200.00	$200.00
2	RESET EX. FLARED END	EA	1	$50.00	$50.00
3	18" HDPP	LF	133	$20.00	$2660.00
4	48" PRECAST CONCRETE MANHOLE (2 STRUCTURES)	VF	11	$300.00	$3300.00
5	MANHOLE FRAME & GRATE (Neenah R-1642)	EA	2	$400.00	$800.00
	SUBTOTAL				$7,010.00
	TOTAL CONSTRUCTION COST ESTIMATE				**$29,236.00**
	125% of Estimate				**$36,545.00**

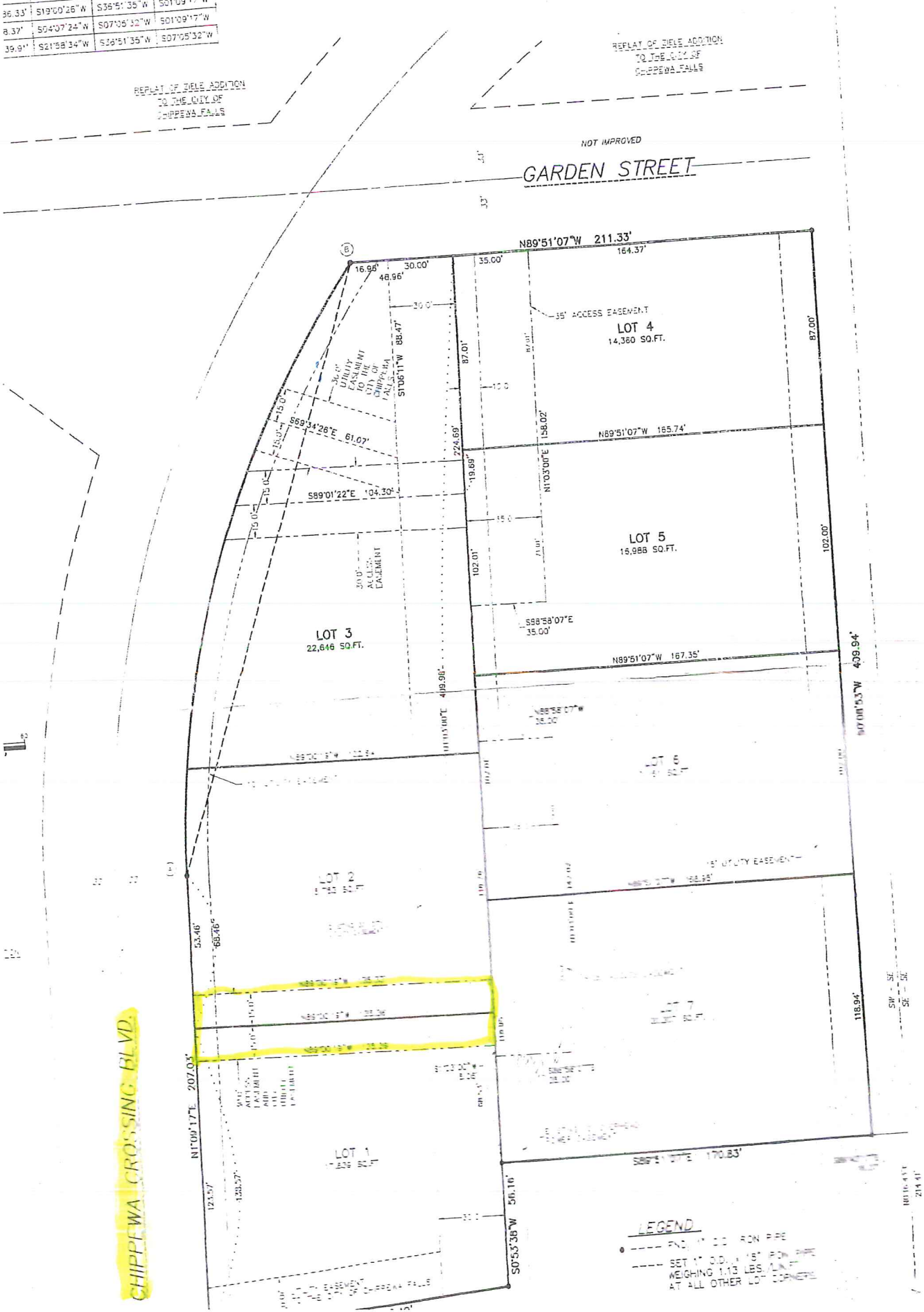
TUESDAY 5.26.

GREG. WE WOULD LIKE TO VACATE THE EASEMENT I HIGHLIGHTED. THE PURPOSE WAS TO SERVICE THE LOTS TO THE WEST. WE HAVE SINCE BROUGHT UTILITIES TO SERVICE THOSE LOTS. SO THE EASEMENT IS NO LONGER NEEDED.

ACCORDING TO THE REGISTER OF DEEDS ALL WE NEED IS THE CITY OF CF ATTORNEY TO GIVE US AN EASEMENT DEED OR A QUIT CLAIM DEED. THEN WE WOULD FILE WITH THE REGISTER OF DEEDS.

HOPE YOU AND YOURS ARE SAFE & HEALTHY

LET ME KNOW HOW TO PROCEED.

MARK MUELLER
5734 180th ST
CHIPPEWA FALLS, WISC 54729
715.514.9507

ABLE			
CHD	CHD BR	1ST TAN	2ND TAN
36.33'	S19°00'26"W	S36°51'35"W	S01°09'17"W
8.37'	S04°07'24"W	S07°05'32"W	S01°09'17"W
39.9"	S21°58'34"W	S36°51'35"W	S07°05'32"W