

## 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 22, 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](http://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 June 8, 2020 Board of Public Works meeting. *(Attachment)*
2. Consider placement of a stop sign at the intersection of Lakeland Drive and Lakeview Drive (study for Lake Wissota Business Park). Make recommendation to the Common Council.
3. Consider proposed Developers Agreement for Marilyn 2<sup>nd</sup> Addition Subdivision. Make recommendation to the Common Council. *(Attachment)*
4. Consider draft Preliminary Resolution Declaring Intent to Levy Special Assessments for Chapman Road (A Street to Wisconsin Street). Make recommendation to the Common Council. *(Attachment)*
5. Consider petition to discontinue and vacate Herschel Street right-of-way located at the Northwest corner of Badger Street, Grand Avenue and Herschel Street. Make recommendation to the Common Council. *(Attachment)*
6. 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, 1<sup>st</sup> floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, June 17, 2020 at 11:30 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, JUNE 8, 2020 – 5:30 PM**

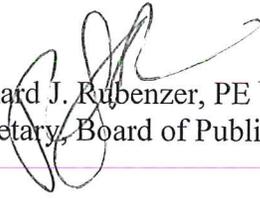
The Board of Public Works met in City Hall on Monday, June 8, 2020 at 5:30 PM. Present were Director of Public Works Rick Rubenzer, P.E and Darrin Senn. Attending remotely via Webex were Mayor Greg Hoffman, Alderperson Paul Olson and Finance Manager Lynne Bauer. Also attending remotely were John Abbe of 115 West Wisconsin Street, Dennis Mengel of 765 Wilson Street and Matt Appel of AEC.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the May 11, 2020 Board of Public Works meeting. **All present voting aye. Motion Carried.**
  
2. The Board of Public Works considered the attached petition to pave the alley in Block 1 and 2, Willette Addition bounded by Wisconsin Street, Maple Street, Garden Street and Wilson Street. Director of Public Works Rubenzer stated the petitions listed Dupey's Addition but that the alley is located in Willette Addition. Director of Public Works Rubenzer noted that signatures of property owners on the petition represented 44% of frontage along the alley. He continued that if less than a majority of the frontage along an alley was represented by the owner signatures on a petition the Common Council would need to conduct a public hearing to consider such paving as per Chippewa Falls Municipal Code 8.01(5)(c). He also noted that prior to alley paving, a survey was done and a drainage plan designed but that alleys had narrow sixteen foot rights-of-way and were often very "flat" so drainage sometimes was into existing yards. Dennis Mengel stated that traffic moved fast in the alley and that he was concerned about his small children playing in his backyard. He doesn't have a fence around his backyard and noted others along the alley had small children in unfenced backyards. Director of Public Works Rubenzer stated that a traffic count and speed study would be done to determine traffic volumes and speeds in the alley. Mayor Hoffman asked where the traffic in the alley was coming from and if it was residents along the alley. John Abbe stated that the alley was in poor condition and became very muddy and rutted up in the spring and that it was only graded once or twice a year. He and a neighbor have recently put in new concrete driveways and paving the alley would match the driveways and also provide much needed drainage.  
**Motion** by Senn, seconded by Rubenzer to recommend the Common Council schedule a public hearing to consider paving the alley in Block 1 and 2, Willette Addition bounded by Wisconsin Street, Maple Street, Garden Street and Wilson Street after notice was given to all adjacent alley frontage property owners and proper notice in the Chippewa Herald. **All present voting aye. Motion Carried.**
  
3. The Board of Public Works considered a developers agreement for public utilities on Lot #72, Wissota Green replat. Director of Public Works Rubenzer stated that after the agenda went out, it was decided that all utilities not in the public right-of-way would be "private" utilities so the developers agreement was no longer needed.  
**Motion** by Olson, seconded by Hoffman to take no action on the proposed developers agreement for public utilities on Lot #72, Wissota Green replat since there would be no public utilities on Lot #72. **All present voting aye. Motion Carried.**

4. The Board of Public Works considered a request from Mark Mueller to remove a utility easement on Lots 1 and 2 of Maple Leaf Townhomes. Director of Public Works Rubenzer noted that lots along the west side of Chippewa Crossing Boulevard, south of Garden Street had been served with “private” utilities but that the lot at the northwest corner of South Avenue and Chippewa Crossing Boulevard remained unserved. He stated that the present owner of the said northwest lot had no interest in selling or developing the lot but that a future owner may have interest. The utility easement on Lots 1 and 2 would remain an option to serve this northwest lot and there was no reason to remove the easement at this time until utilities were provided to the said northwest lot in the future by another option.

**Motion** by Olson, seconded by Senn to take no action on the request from Mark Mueller to remove a utility easement on Lots 1 and 2 of Maple Leaf Townhomes. **All present voting aye. Motion Carried.**

5. **Motion** by Senn, seconded by Bauer to adjourn. **All present voting aye. Motion Carried.** The Board of Public Works meeting adjourned at 5:50 P.M.

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

Development Agreement

Relating To  
Marilyn 2<sup>nd</sup> Addition Plat  
By and Between  
City of Chippewa Falls, Chippewa County, Wisconsin  
And  
Frazer Construction

This agreement was drafted by:  
Frazer Construction

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## DEVELOPMENT CONTRACT

THIS AGREEMENT, made this 12 day of July, between the City of Chippewa Falls, a Wisconsin Municipality, ("City"), and Frazer Construction, with an address of 4833 160<sup>th</sup> Street, Chippewa Falls, Wisconsin 54729, ("the Developer");

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

### Section 1. Recitals.

1.01. The Property. The Developer now owns the property described in the attached Exhibit "A" comprising of 3.7 acres, and which is also known as the Plat of Marilyn Addition, located in the City of Chippewa Falls, Chippewa County, Wisconsin. The Developer has proposed to subdivide the property and construct 9 duplex style homes.

1.02. Public Improvements. The Developer has requested that they, at their 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 property area ("Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "B". The City is willing to allow the Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied.

1.03. Public Improvements; Plans, Specifications. The City agrees to authorize Richard J. Rubenzer, P.E., the City Engineer, to review and approve the plans and specifications prepared by the Developers for the Public Improvements. All street, storm, sanitary and water infrastructure will conform to the Standard Construction Specifications of the City of Chippewa Falls. Approval of said specifications and plans for the Public Improvements is a condition of this agreement.

1.04. Public Improvements, Warranty. Developer agrees that the work will be done in a workmanlike manner; that all materials and labor will be in strict conformity to the specifications and any requirements set forth by the City. All work done pursuant to this contract is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or stop work on the project if any condition of this contract is breached or any law or administrative rule is violated if not rectified immediately to the satisfaction of the City Engineer.

If any material or labor that is supplied 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 done anew to the reasonable satisfaction and approval of the City Engineer at the sole cost and expense of the Developer.

This warranty will extend for one year beyond the final acceptance of the Public Improvements by the City. The City agrees that acceptance will not be unreasonably delayed.

Developer acknowledges and agrees that the public improvement work described herein is subject to Wisconsin's Prevailing Wage Rates and Hours of Labor Law. Developer will not undertake any work until the City Engineer is satisfied that

Wisconsin's 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.

**Section 2. Developers' Representation.** The Developer represents to the City that as of the date of this Agreement, the statements set forth in this section are true.

**2.01. No Disability.** The Developer knows of no legal disability that would prevent it from carrying out this Agreement.

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

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

**2.04. Compliance.** The Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

**Section 3. Public Improvement Schedule** The Developer will install improvements in accordance with the provisions in Section 3 of this Agreement.

**3.01. Final Plat Approval.** Provided that the Developer is not in default of this Agreement, the City will approve the final plat of each Phase in advance of acceptance of the streets and utilities within that plat.

**3.02. Selection and Control of Contractors.** The City and the Developer must review and jointly approve the selection of any contractors who will work on the Public Improvements. The City's approval will not be unreasonably withheld.

**3.03. Contracts for Work.** Any contract awarded by the Developer for work on the Public Improvements must contain the following provisions:

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

1. Failure to make satisfactory progress toward completion of this contract and contractor has been given three (3) notices by Owner and has failed in each case to correct a delay within seventy two (72) hours of notice.
2. Failure to meet specifications or correct deficiencies and the contractor has been given three (3) notices by Owner and has

failed in each case to meet specifications or correct deficiencies within seventy two (72) hours.

**3.04. Dedication of Work.** 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 the Developers 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 the Developer or assigns.

#### **Section 4. Security.**

**4.01. Consultant Fees and Charges.** The Developer will pay to the City, within thirty (30) days of being invoiced, as reimbursement for consultant fees incurred by the City in the performance of City responsibilities undertaken pursuant to this Agreement, including: the costs of engineering, legal and testing services, oversight and inspection of grading, erosion control, wetland restoration and any other development related improvement as well as reasonable administrative expenses associated with the review of the plans and specifications and inspection and supervision of construction and re-inspection for one (1) year beyond the acceptance of the completed work. In no event will the City have the right to collect any fees or charges that exceed four percent (4%) of actual construction costs of the Public Improvements, excluding the costs of site grading and other Private Improvements. Actual construction costs as used in this Section will not include soft costs such as legal, surveying, engineering, inspection and financing. Fees due under this section will be paid to the City at least quarterly.

**4.02. Security for Cost of Developer Improvements.** Developer must, prior to beginning work on each phase of the Public Improvements, provide the City with a performance bond satisfactory to the City in the sum of one hundred twenty-five percent (125%) of the estimated cost of the Public Improvements. The performance bond is a guaranty to the City that the Public Improvements will be timely completed to the City's satisfaction. The performance bond will be maintained continuously by the Developer until the Public Improvements are completed to the City's satisfaction. The performance bond for Public Improvements shall be released upon certification by the City Engineer that items are satisfactorily completed 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 the City that the performance bond be reduced for the work which has been fully completed and paid.

The performance bond will permit the City to draw upon it for the full face amount of the cost of curing any default of the Developer upon ten (10) days written notice to the Developer of its opportunity to cure.

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

#### **Section 5. Developer's Responsibility.**

**5.01. Easements.** The Developer must furnish to the City upon request and without

charge, all permanent easements over property owned or controlled by them as designated in the plans and specifications, and deeds to property deemed necessary by the City for the location, construction, installation and operation of the Public Improvements, in form and content satisfactory to the City.

**5.02. Inspection.** The Developer shall instruct its Engineer to provide adequate field inspection personnel to assure an acceptable level of quality control, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City representatives and a soil engineer observe the work on a full or part time basis.

The Developer shall pay for City engineering and construction observation performed by the City Engineer. City engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the plat, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of request for reduction in security. Construction observation performed by the City Engineer shall include part or full time observation of proposed public utilities and street construction.

**5.03. Engineering Data.** The Developer, through their Engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in his duties in order to insure that the complete improvements conform to the approved plans and specifications.

**5.04. Erosion Control Measures During Construction.** Developer and builders shall comply with Chapter 30 (Construction Site Erosion Control) of the City of Chippewa Falls Code of Ordinances, and all applicable DNR regulations contained in SS283, NR151 and NR216.

**5.05. City Regulations.** Developer acknowledges the property is regulated by the City and that a default under City ordinances or condition of approval of any permit is a default as defined in this agreement. The following conditions must be fulfilled to the satisfaction of the City Planner and City Engineer before construction of each phase of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council if adequate assurances of compliance are provided by the Developer.

- (a) A Storm Water Management Plan shall be submitted and approved. The City Engineering Department reserves a minimum of one month for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place before building permits are issued as determined by the City Engineer.
- (b) All development shall be done according to All Applicable City of Chippewa Falls specifications and Municipal Code of Ordinances.
- (c) The City shall review and approve a grading plan, utilities plan, and phase plan for each phase of development.
- (d) The Developer shall obtain all required permits from the City of Chippewa Falls, Chippewa County, the State of Wisconsin and the United States Federal Government.
- (e) The Developer reserves the Right to request a special use permit that will allow for a "Twin home" residential plat on all or part of the approved plat

of Natures View at some time in the future. Developer will be required to and responsible for compliance with all applicable existing City, County, and State requirements in the establishment of the "Twin Home" Residential Plat.

**5.06. Damage to City or County Facilities.** The Developer will be responsible for any damage caused to any City or County facilities or improvements including roads, storm water systems, sewer and water facilities whether done by the Developer, their contractors, agents or employees and for any repair or clean up costs or expenses incurred by the City or County in taking remedial action.

#### **Section 6. Insurance.**

**6.01. Insurance.** The 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 the City, furnish the 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 the 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 the 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.

**Section 7. Construction before final acceptance.** The Developer will have the right to construct on the property, before a full range of municipal services are available or approved by the city. The Developer will be responsible at no risk to the City for any building construction on the site prior to final acceptance from the City. All Building that occurs will be required to conform to all City requirements and ordinances and the grading plan integrated properly with street, utilities and drainage patterns for the completed Development. In all events, however, the Uniform Dwelling Code must be followed and the Developer shall obtain all required approvals from City before allowing the public access to the models or an occupancy permit is issued by the City. The Developer will be solely responsible for any damage to paved City streets or any other City property that occur or arise out of this section. Before any Permits may be issued under this section, the following conditions must be fulfilled to the approval of the City Inspector, Director of Public Works and City Planner;

- a) Design review must be approved.
- b) Grading plan must be approved.

#### **Section 8. Indemnification.**

**8.01. Indemnification.** Developer agrees to defend and hold the 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 the Developer, its employees and agents, in connection with the Public Improvements.

**8.02. Enforcement by City; Damages.** The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that their failure to perform any or all of its obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the 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.

### **Section 9. Events of Default.**

**9.01. Events of Default Defined.** 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 by the Developer to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.

b) Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

c) In each event the Developer will be afforded ten (10) days after receipt of written notice to cure the violation and avoid a default.

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

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

b) Take action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer or under the performance bond described in §4.02.

c) Undertake to complete the public improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.02 for the full amount of the estimated work.

### **Section 10. Administrative Provisions.**

**10.01. Notices.** All Notices, certificates or other communications required to be given to the City and the Developers 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 the City: Richard J. Rubenzer, P.E.

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

If to Developers: Steven Frazer  
Frazer Construction  
4833 160<sup>th</sup> St.  
Chippewa Falls, WI 54729

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

**Section 11. Additional Provisions.**

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

**11.02. Counterparts.** This Agreement is executed in any number of counterparts, each of which will constitute one and the same instrument.

**11.03. Modification.** If the Developer is requested by the Holder of a Mortgage or by a prospective Holder of a prospective Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.

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

**11.05. 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.

**11.06. Assignability.** The Developer may not assign this contract without prior written permission of the City Council. Such permission may not be unreasonably withheld.

**11.07. Recording.** Acknowledge that the Contract will run with the land, will be recorded against the property, and will be enforceable against all owners, successors and assigns.

**Section 12. Termination of Agreement.**

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

Time lines for Marilyn 2<sup>nd</sup> Addition

2020

Install public utilities

2021

Place base course

Install curb & gutter

First layer of black top

Second layer of black top to be installed when  
building construction is complete

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

In Presence Of:

CITY OF CHIPPEWA FALLS

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Greg Hoffman, Mayor

And: \_\_\_\_\_

Bridget Givens, City Clerk

(SEAL)

DEVELOPER

Frazer Construction, Steven Frazer

By: \_\_\_\_\_

Steven Frazer  
Signature & Title

STATE OF WISCONSIN )  
COUNTY OF CHIPPEWA ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_ (Mayor) and \_\_\_\_\_ (City Clerk), respectively, of the City of Chippewa Falls, a Wisconsin Municipal Corporation, on behalf of the Municipal Corporation.

\_\_\_\_\_  
Notary Public

Initials of Developer: \_\_\_\_\_

Initials of Clerk: \_\_\_\_\_

STATE OF WISCONSIN )  
COUNTY OF CHIPPEWA ) ss:

Personally came before me this this \_\_\_\_\_ day of \_\_\_\_\_, the above-named Steven Frazer, who to be stated that he is \_\_\_\_\_ of Frazer Construction, and to me known to be the person who executed the foregoing instrument in such capacity.

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

\* \_\_\_\_\_  
\_\_\_\_\_  
Notary Public  
State of Wisconsin  
My Commission expires \_\_\_\_\_

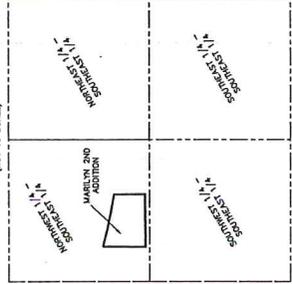
EXHIBIT A  
MARILYN 2<sup>ND</sup> ADDITION

CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHG	CBG	1ST TAN	2ND TAN
A-B	LOT 13	47.12	5039.58	004°32'39"	488.97	N77°47'09"W	N80°13'29"W	N75°20'50"W	
	LOT 12	164.83	5039.58	001°37'02"	164.83	N76°35'11"W			
	LOT 11	180.35	5039.58	001°16'43"	180.35	N78°16'54"W			
	LOT 10	102.84	5039.58	001°00'04"	102.83	N79°43'27"W			
C-D	OUTLOT 1	248.35	208.00	082°24'46"	231.00	N81°11'33"W	N01°39'00"W	N70°23'46"W	
	LOT 9	43.02	208.00	011°31'00"	42.84	S07°54'30"E			
	LOT 8	62.35	208.00	017°00'37"	62.12	S22°25'01"E			
	LOT 7	62.35	208.00	017°00'48"	62.02	S37°14'49"E			
	LOT 6	80.34	208.00	025°14'38"	80.23	S59°10'32"E			
E-F	LOT 12	46.54	50.00	222°29'42"	91.16	S04°30'27"E	N77°25'46"W	N01°02'32"E	
	LOT 14	45.85	50.00	047°53'37"	44.87	N82°59'27"E			
	LOT 16	30.99	50.00	052°39'13"	44.33	N72°56'55"W			
	LOT 17	25.12	50.00	028°47'22"	24.88	S72°30'12"W			
F-G	LOT 17	44.58	40.00	063°31'04"	42.31	S86°37'56"E	N81°00'32"E	S89°02'24"E	
G-H	LOT 17	131.48	142.00	053°03'24"	128.85	S26°30'42"E	N81°00'32"E	S01°50'00"E	

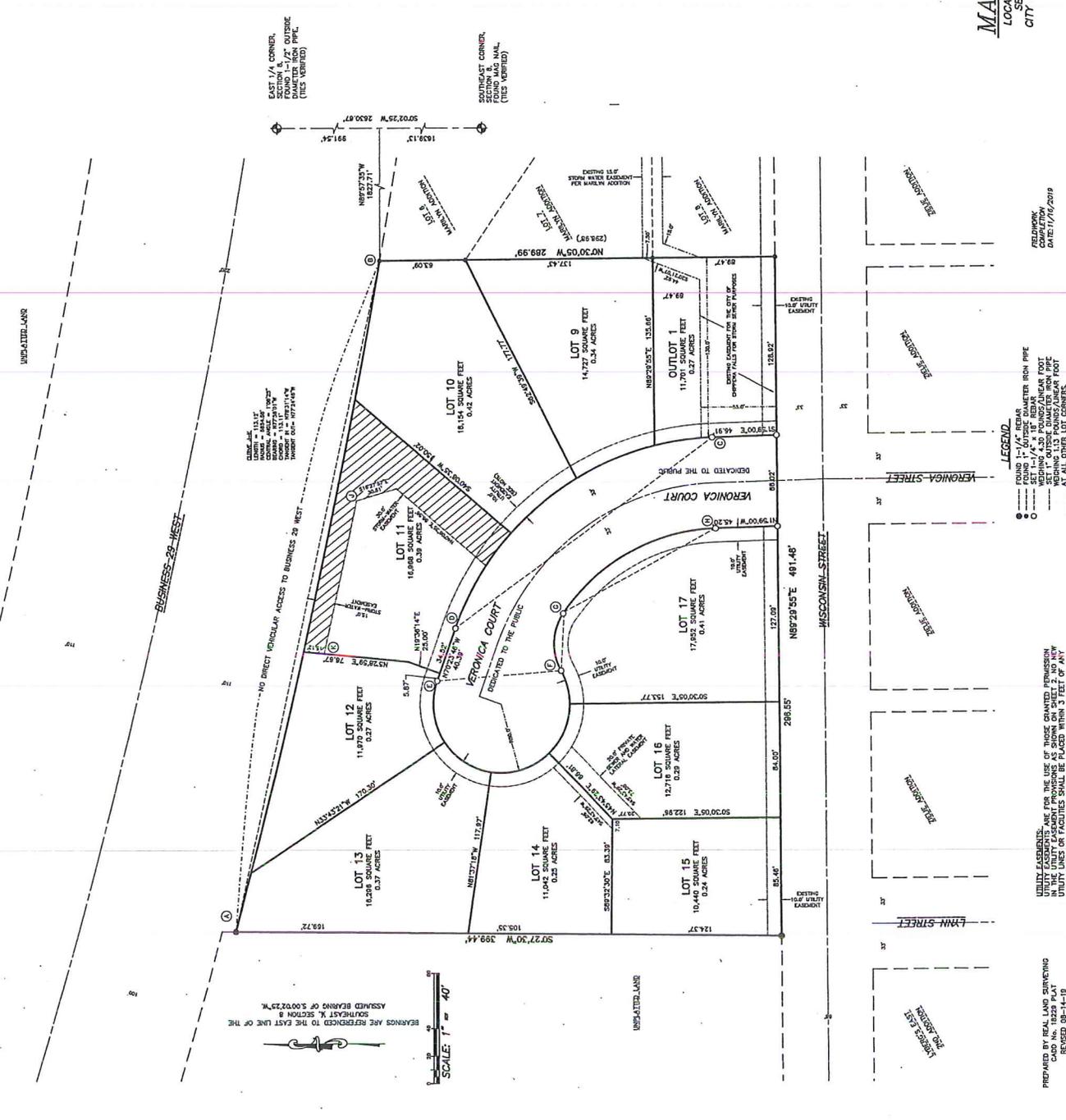
There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Notarized November 21, 2019

*Steph M. Papp*  
 Department of Administration



**MARILYN 2ND ADDITION**  
 LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4,  
 SECTION 8, TOWNSHIP 36S, RANGE 10E,  
 COUNTY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN  
 BEING ALL OF LOT 9 OF MARILYN ADDITION



RECORD NO. 181119  
 DATE: 11/16/2019

LEGEND  
 FOUND 1" OUTSIDE DIAMETER IRON PIPE  
 FOUND 1" INSIDE DIAMETER IRON PIPE  
 SET 1" INSIDE DIAMETER IRON PIPE  
 SET 1" OUTSIDE DIAMETER IRON PIPE  
 AT ALL OTHER LOT CORNERS.  
 STORM-WATER CULVERT AREA

UTILITY PLACEMENTS FOR THE USE OF STORM OR SANITATION SEWERAGE, WATER, GAS, TELEPHONE, CABLE, AND OTHER UTILITIES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.

PREPARED BY: TERRY LUND, SURVEYING  
 CAD: 08-14-19  
 REVISED: 08-14-19  
 REVISED: 11-18-19

OWNER'S CERTIFICATE OF DEDICATION:  
STEVE FRAZER, AS OWNER, I HEREBY CERTIFIES THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED BY THIS PLAT.  
I, STEVE FRAZER, CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:  
-----CITY OF CHIPPEWA FALLS  
-----DEPARTMENT OF ADMINISTRATION  
WITNESS THE HAND AND SEAL OF SAID OWNER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019  
STEVE FRAZER  
STATE OF WISCONSIN  
COUNTY OF \_\_\_\_\_SS

PERSONALTY CAME BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019, THE ABOVE NAMED STEVE FRAZER, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.  
\_\_\_\_\_  
NOTARY PUBLIC  
MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF CITY TREASURER:  
STATE OF WISCONSIN  
COUNTY OF CHIPPEWA, SS

I, BRIDGET GIVENS, BEING THE DULY APPOINTED, ACTING AND QUALIFIED TREASURER OF THE CITY OF CHIPPEWA FALLS, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF MARILYN 2ND ADDITION IN THE CITY OF CHIPPEWA FALLS.

(SIGNATURE): \_\_\_\_\_ DATE: \_\_\_\_\_  
BRIDGET GIVENS, CITY TREASURER

UTILITY EASEMENT PROVISIONS:  
AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY STEVE FRAZER, GRANTORS TO XCEL ENERGY COMPANY, GRANTEE AT&T, A WISCONSIN CORPORATION, GRANTEE CHARTER COMMUNICATIONS, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM THE POINTS OF ATTACHMENT TO THE PROPERTY SHOWN ON THIS PLAT THROUGH THE PROPERTY SHOWN ON THIS PLAT TO THE POINTS OF ATTACHMENT TO THE PROPERTY SHOWN ON THIS PLAT FOR THE INSTALLATION AND OPERATION OF ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV AND INTERNET FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS UTILITY EASEMENT TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS TO THE PROPERTY SHOWN ON THIS PLAT FROM THE POINTS OF ATTACHMENT TO THE PROPERTY SHOWN ON THIS PLAT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES, NO LIABILITY, FEDERAL, STATE OR ANY OTHER, SHALL BE INCURRED BY THE GRANTEE OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND ELECTRIC FACILITIES OR UNDERGROUND CABLE TELEVISION FACILITIES, PROVIDED THAT THE GRANTEE SHALL BE RESPONSIBLE FOR THE REPAIR AND MAINTENANCE OF SUCH FACILITIES WITHIN THE LINES MARKED UTILITY EASEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES.  
THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

SURVEYOR'S CERTIFICATE:  
I, PETER J. CARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF MARILYN 2ND ADDITION, LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING ALL OF LOT 9 OF MARILYN 2ND ADDITION, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
• BEING ALL OF LOT 9 OF MARILYN ADDITION;

THAT I HAVE SURVEYED, DIVIDED AND MAPPED SAID PLAT BY THE DIRECTION OF STEVE FRAZER.  
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.  
I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, AS-7, OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS IN SURVEYING, DIVIDING AND MAPPING THE SAME.

PETER J. CARTMANN, P.L.S. No. 2278  
DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019

COMMON COUNCIL RESOLUTION:  
RESOLVED, THAT THE PLAT OF MARILYN 2ND ADDITION IN THE CITY OF CHIPPEWA FALLS, IS HEREBY APPROVED BY THE COMMON COUNCIL.

APPROVED: (DATE) \_\_\_\_\_ AND SIGNED: \_\_\_\_\_  
I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL, CITY OF CHIPPEWA FALLS.

\_\_\_\_\_  
BRIDGET GIVENS, CITY CLERK

CERTIFICATE OF COUNTY TREASURER:  
STATE OF WISCONSIN  
COUNTY OF CHIPPEWA, SS

I, PATRICIA SCHIMMEL BEING THE DULY APPOINTED, ACTING AND QUALIFIED TREASURER OF THE COUNTY OF CHIPPEWA, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2019, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF MARILYN 2ND ADDITION IN THE CITY OF CHIPPEWA FALLS.

(SIGNATURE): \_\_\_\_\_ DATE: \_\_\_\_\_  
PATRICIA SCHIMMEL, COUNTY TREASURER

There is an addition to the plat with respect to Sections 236.15, 236.16, 236.20 and 236.21 and (3), Wis. Stats. as provided by s. 236.12, Wis. Stats.  
Certified November 21, 2019  
Department of Administration

**MARILYN 2ND ADDITION**  
LOCATED IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN  
BEING ALL OF LOT 9 OF MARILYN ADDITION

**EXHIBIT B**  
**DESCRIPTION OF PUBLIC IMPROVEMENTS**

: Veronica Court is 32' F-F  
 : Pavement Section: 3" Bit, 9" CABC  
 : Assume 9 Lots (9 Duplexes)

AEC #18229

<b>MARILYN 2ND ADDITION</b>				PRICE	TOTAL PRICE
NO	ITEM	UNITS	QUANT.		
<b>GRADING</b>					
1	CLEARING & GRUBBING	LS	1		
2	STRIPPING TOPSOIL	LS	1		
3	COMMON EXCAVATION	LS	1		
4	BORROW (FILL)	LS	1		
5	RESTORATION (SEED, MULCH, FERT; INCL. 6" TOPSOIL)	AC	2.2		
6	INLET PROTECTION	EA	5		
7	EROSION MAT	SY	810		
8	CONSTRUCTION ENTRANCE	EA	1		
9	SILT FENCE	LF	470		
10	EROSION LOG	EA	4		
<b>SUBTOTAL</b>					
<b>STREET</b>					
1	REMOVE PAVEMENT	SY	327		
2	REMOVE CURB & GUTTER	LF	64		
3	SAWCUT	LF	330		
4	CRUSHED AGGREGATE BASE (9" IN-PLACE)	CY	545		
5	ASPHALTIC BINDER COURSE (1.5")	SY	1,745		
6	ASPHALTIC SURFACE COURSE (1.5")	SY	1,745		
7	ADJUST INLET/MANHOLE CASTINGS	EA	2		
8	CONCRETE CURB & GUTTER, 30" BARRIER	LF	1,078		
9	ADJUST WATER VALVES	EA	3		
<b>SUBTOTAL</b>					
<b>SANITARY</b>					
1	CONNECT TO EXISTING (CORE DRILL)	EA	1		
2	48" PRECAST CONCRETE MANHOLE (3)	VF	36.2		
3	CASTINGS	EA	3		
4	8" SANITARY SEWER	LF	340		
5	8"X4" WYES	EA	16		
6	4" SANITARY SERVICE	LF	1,865		
7	TRACER WIRE ACCESS BOXES	LF	18		
8	4" CLEANOUT	EA	8		
<b>SUBTOTAL</b>					
<b>WATERMAIN</b>					
1	CONNECT TO EXISTING (WET-TAP)	EA	1		
2	HYDRANT ASS'Y (hydrant, valve & lead)	EA	1		
3	8-INCH WATERMAIN	LF	370		
4	TAP AND CORPORATION STOP, 1 INCH	EA	18		
5	CURB STOP AND BOX, 1 INCH	EA	18		
6	WATER SERVICE, 1 INCH POLY	LF	1,817		
7	INSULATION (4'X8' SHEET)	EA	4		
<b>SUBTOTAL</b>					
<b>STORM SEWER</b>					
1	CONNECT TO EXISTING MANHOLE	EA	2		
2	8" PVC	LF	40		
3	12" HDPE	LF	83		
4	24" HDPE	LF	357		
5	8" MITER DRAIN	EA	1		
6	12" STEEL ENDWALL	EA	1		
7	24" STEEL ENDWALL	EA	1		
8	CATCH BASIN (2'X3' BOX)	EA	3		
9	48" CONCRETE MANHOLE (2)	VF	9.4		
10	INLET CASTINGS	EA	4		
11	MANHOLE CASTINGS	EA	1		
12	MEDIUM RIP-RAP	CY	57		
<b>SUBTOTAL</b>					

**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:

**Chapman Road (A Street to Wisconsin Street)**

1. Removal and replacement of deficient water main.
2. Removal and replacement of individual water services.

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.

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 7<sup>th</sup> day of July, 2020.

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

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

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

Mayor

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

City Clerk

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

DRAFT



**66.1003 Discontinuance of a public way.**

- (1) In this section, "public way" means all or any part of a road, street, slip, pier, lane or paved alley.
- (2) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of a public way upon the written petition of the owners of all the frontage of the lots and lands abutting upon the public way sought to be discontinued, and of the owners of more than one-third of the frontage of the lots and lands abutting on that portion of the remainder of the public way which lies within 2,650 feet of the ends of the portion to be discontinued, or lies within so much of that 2,650 feet as is within the corporate limits of the city, village or town. The beginning and ending of an alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 80.11.
- (3) The common council of any city, except a 1st class city, or a village or town board may discontinue all or part of an unpaved alley upon the written petition of the owners of more than 50% of the frontage of the lots and lands abutting upon the portion of the unpaved alley sought to be discontinued. The beginning and ending of an unpaved alley shall be considered to be within the block in which it is located. This subsection does not apply to a highway upon the line between 2 towns that is subject to s. 80.11.
- (4)
  - (a) Notwithstanding subs. (2) and (3), proceedings covered by this section may be initiated by the common council or village or town board by the introduction of a resolution declaring that since the public interest requires it, a public way or an unpaved alley is vacated and discontinued. No discontinuance of a public way under this subsection may result in a landlocked parcel of property.
  - (b) A hearing on the passage of a resolution under par. (a) shall be set by the common council or village or town board on a date which shall not be less than 40 days after the date on which the resolution is introduced. Notice of the hearing shall be given as provided in sub. (8), except that in addition notice of the hearing shall be served on the owners of all of the frontage of the lots and lands abutting upon the public way or unpaved alley sought to be discontinued in a manner provided for the service of summons in circuit court at least 30 days before the hearing. When service cannot be made within the city, village or town, a copy of the notice shall be mailed to the owner's last-known address at least 30 days before the hearing.
  - (c) Except as provided in this paragraph, no discontinuance of the whole or any part of a public way may be ordered under this subsection if a written objection to the proposed discontinuance is filed with the city, village or town clerk by any of the owners abutting on the public way sought to be discontinued or by the owners of more than one-third of the frontage of the lots and lands abutting on the remainder of the public way which lies within 2,650 feet from the ends of the public way proposed to be discontinued or which lies within that portion of the 2,650 feet that is within the corporate limits of the city, village or town. If a written objection is filed, the discontinuance may be ordered only by the favorable vote of two-thirds of the members of the common council or village or town board voting on the proposed discontinuance. An owner of property abutting on a discontinued public way whose property is damaged by the discontinuance may recover damages as provided in ch. 32. The beginning and ending of an alley shall be considered to be within the block in which it is located.
  - (d) No discontinuance of an unpaved alley shall be ordered if a written objection to a proposed discontinuance is filed with the city, village or town clerk by the owner of one parcel of land that abuts the portion of the alley to be discontinued and if the alley provides the only access to off-street parking for the parcel of land owned by the objector.
- (5) For the purpose of this section, the narrowing, widening, extending or other alteration of any road, street, lane or alley does not constitute a discontinuance of any part of the former road, street, lane or alley, including any right-of-way, which is included within the right-of-way for the new road, street, lane or alley.
- (6) Whenever any of the lots or lands subject to this section is owned by the state, county, city, village or town, or by a minor or incompetent person, or the title to the lots or lands is held in trust, petitions for discontinuance or objections to discontinuance may be signed by the governor, chairperson of the board of supervisors of the county, mayor of the city, president of the village, chairperson of the town board, guardian of the minor or incompetent person, or the trustee, respectively, and the signature of any private corporation may be made by its president, secretary or other principal officer or managing agent.
- (7) The city council or village or town board may by resolution discontinue any alley or any portion of an alley which has been abandoned, at any time after the expiration of 5 years from the date of the recording of the plat by which it was dedicated. Failure or neglect to work or use any alley or any portion of an alley for a period of 5 years next

preceding the date of notice provided for in sub. (8) shall be considered an abandonment for the purpose of this section.

- (8) Notice stating when and where the petition or resolution under this section will be acted upon and stating what public way or unpaved alley is proposed to be discontinued shall be published as a class 3 notice under ch. 985.
- (9) In proceedings under this section, s. 840.11 shall be considered as a part of the proceedings.

**History:** 1973 c. 189 s. 20; Sup. Ct. Order, 67 Wis. 2d 585, 774 (1975); 1975 c. 46; 1993 a. 184, 246, 491; 1995 a. 239; 1999 a. 150 ss. 265, 337 to 343; Stats. 1999 s. 66.1003.

**Cross-reference:** See s. 236.43 for other provisions for vacating streets.

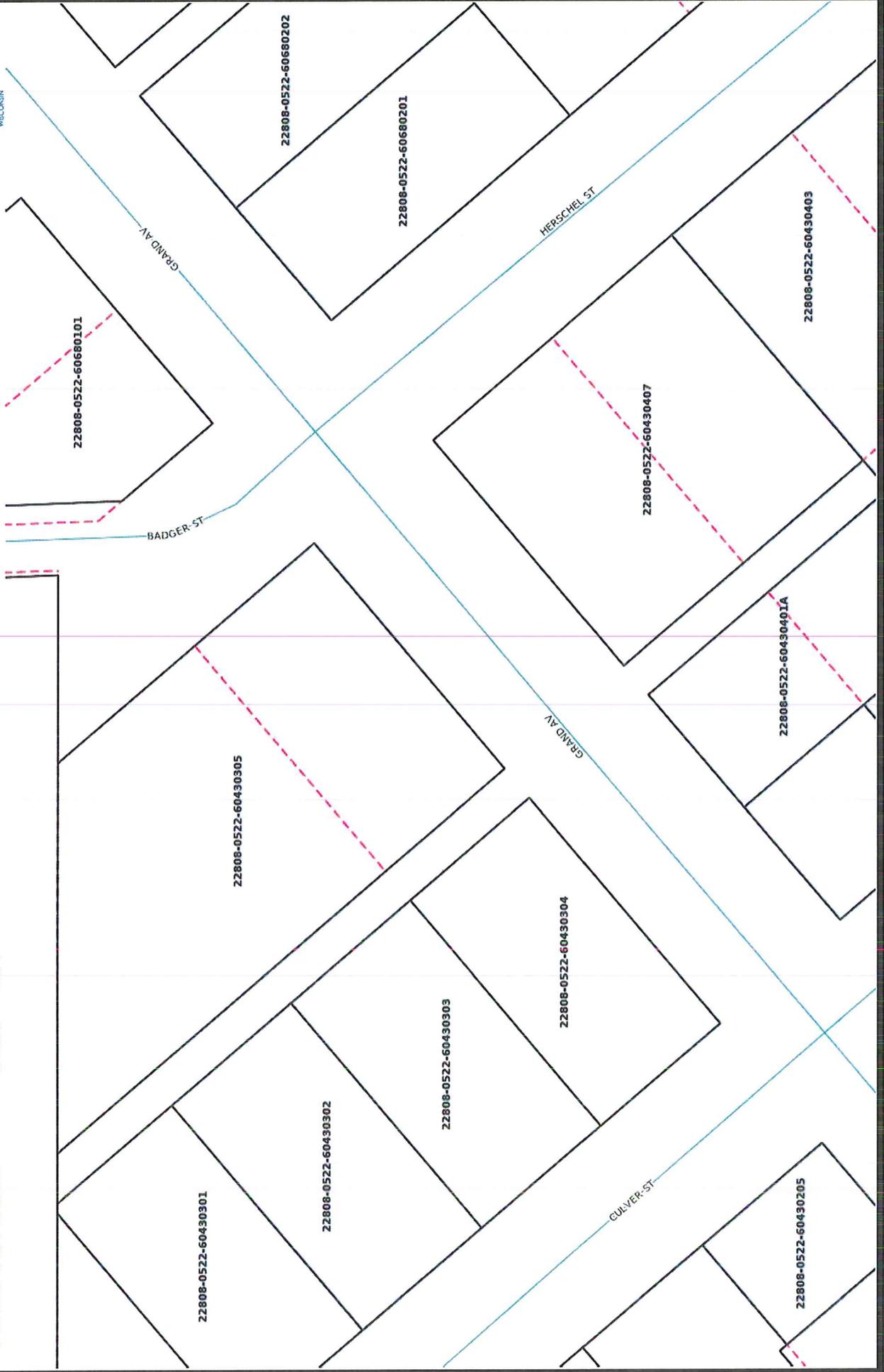
The enactment of sub. (2m) did not eliminate any vested rights of abutting property owners. *Miller v. City of Wauwatosa*, 87 Wis. 2d 676, 275 N.W.2d 876 (1979).

Who are a property owners with veto rights under sub. (2) (c) is discussed. *Voss v. City of Middleton*, 162 Wis. 2d 737, 470 N.W.2d 625 (1991).

# Map

Printed 05/04/2020

Scale = 1:54'

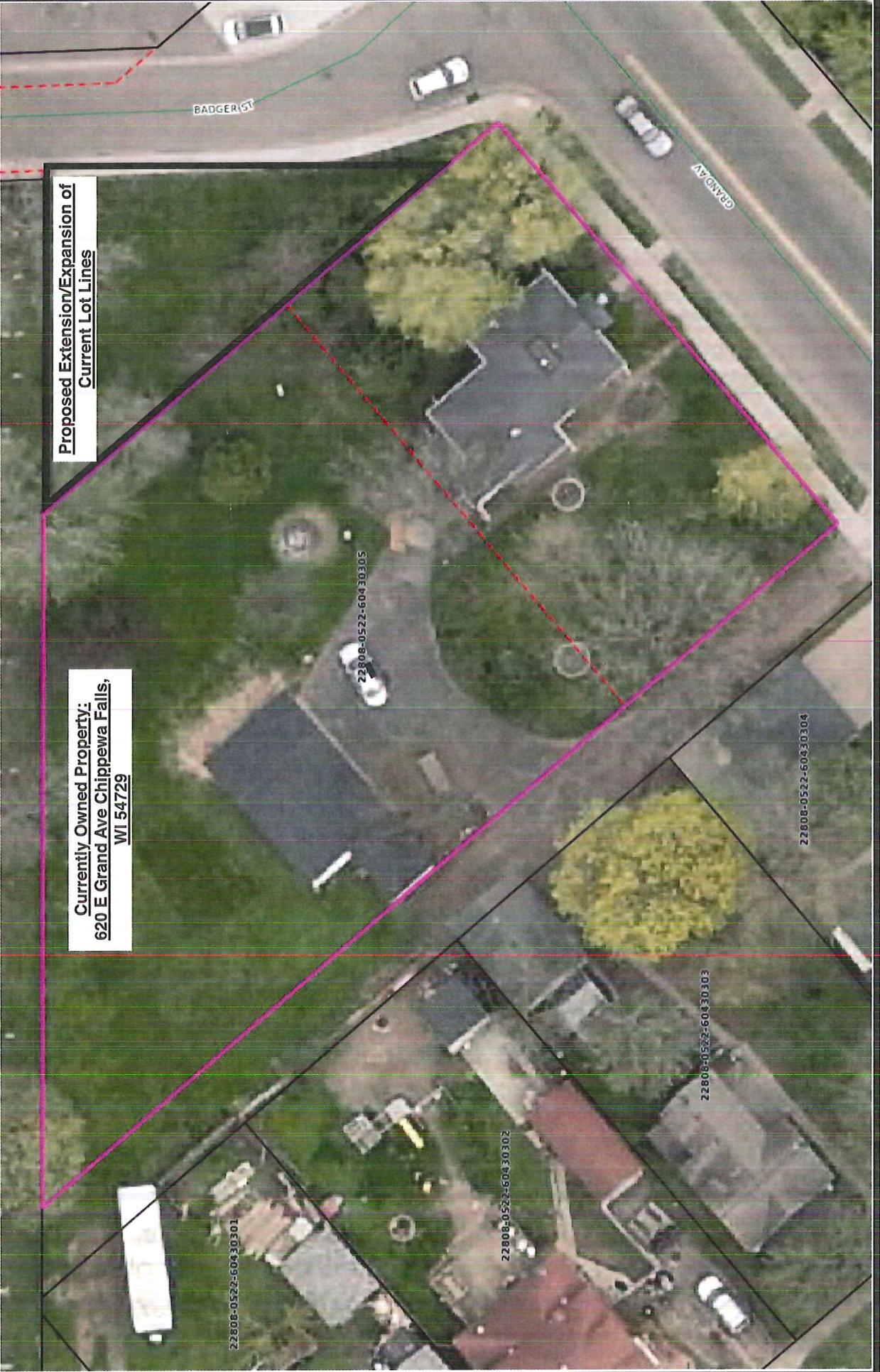


**Disclaimer:** This map is a compilation of records as they appear in the Chippewa County Offices affecting the area shown and is to be used only for reference purposes.

# Map

Printed 05/04/2020

Scale = 1:30'



**Proposed Extension/Expansion of  
Current Lot Lines**

**Currently Owned Property:  
620 E Grand Ave Chippewa Falls,  
WI 54729**

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