AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, July 7, 2020 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

The Mayor and City Council 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.

1. **CLERK CALLS THE ROLL**

2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
   (a) Approve minutes of the Regular Council Meeting of June 16, 2020.
   (b) Approve minutes of the Special Council Meeting of June 29, 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.
   (a) Citizen appearances – call 715-726-2762.

4. **PUBLIC HEARINGS**
   (a) Public Hearing regarding Levying Special Assessments – Pumphouse Road (Grady Drive to Scheidler Road) *(see Resolution #2020-29)*

5. **COMMUNICATIONS** – None

6. **REPORTS**
   (a) Consider Board of Public Works minutes of June 22, 2020.
   (b) Consider Board of Public Works minutes of June 29, 2020.
   (c) Redevelopment Authority Board of Directors minutes of June 29, 2020.

7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
   (a) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of July 7, 2020 *(minutes to be distributed prior to meeting)*.
   (b) Consider Committee of the Whole minutes of June 22, 2020.

8. **APPLICATIONS**
   (a) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Northern Wisconsin State Association, Inc. for the Fair Food Shindig to be held on July 9-12, 2020 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
   (b) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Northern Wisconsin State Fair Association, Inc. for the Eau Claire Children's Theatre Production of Newsies on July 22 – 24, 2020 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
   (c) Consider Major Arcade License Application of Joseph Minke for Falls Bowl, 9 W Columbia Street *(completed application on file in the office of the City Clerk).*

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 #2020-14 Entitled:** An Ordinance Amending §3.12 of the Chippewa Falls Municipal Code – Refunding General Obligation Bonds (consider suspending the rules for second reading and decision).
    (b) First Reading of **Ordinance #2020-15 Entitled:** An Ordinance Creating Ward 3B in the City of Chippewa Falls due to Annexation of Real Property Located in a Different County Supervisory District.

13. **ORDINANCES** (continued)
(c) First Reading of **Ordinance #2020-16 Entitled:** An Ordinance Creating Ward 5A in the City of Chippewa Falls due to Annexation of Real Property Located in a Different County Supervisory District.

14. **RESOLUTIONS**
(a) Consider **Resolution #2020-28 Entitled:** Final Resolution Levying Special Assessments and Authorizing Construction in Pumphouse Road (Grady Dr to Scheidler Rd).
(b) Consider **Resolution #2020-29 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.

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
(a) Discuss and consider Development Agreement relating to Marilyn Second Addition.

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

17. **CLOSED SESSION**

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 July 2, 2020 at 2:00 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, June 16, 2020 in the City Hall Council Chambers. Mayor Greg Hoffman (remotely) called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: Remotely - John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Jason Hiess.
Also Present: Remotely – City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matthew Kelm, Fire Chief Lee Douglas, Parks, Recreation and Forestry Director Dick Hebert, Brian Reilly of Ehlers, and City Clerk Bridget Givens.
In-person: Utilities Office Manager Connie Freagon.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Monarski/Olson to approve the minutes of the Regular Council Meeting of June 2, 2020. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Olson/Hiess to approve the Board of Public Works minutes of June 8, 2020. **All present voting aye, motion carried.**
(b) Motion by Hiess/King to approve the Plan Commission minutes of June 8, 2020. **All present voting aye, motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Monarski/Nadreau to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of June 16, 2020. **Roll Call Vote: Aye – Monarski, Nadreau, Hiess, Kiefer, King, Hull, Olson. Motion carried.**
(b) Motion by Monarski/Nadreau to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of June 16, 2020. **Roll Call Vote: Aye – Monarski, Nadreau, Hiess, Kiefer, King, Hull, Olson. Motion carried.**
(c) Motion by Nadreau/Kiefer to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of June 16, 2020 with a correction in the guidelines from Operator (Bartender) to employee. **Roll Call Vote: Aye – Nadreau, Kiefer, Hull, Olson, Hiess, Monarski; No – King. Motion carried.**
(d) The Park Board minutes of June 9, 2020 were presented.
(e) The Library Board minutes of May 20, 2020 were presented.

APPLICATIONS

(a) Motion by King/Hiess to approve the 2020/2021 Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, except Kiefer who recused, motion carried.**
(b) Motion by King/Monarski to approve the Dance License Applications/Renewals for 2020/2021. **All present voting aye, except Kiefer who recused, motion carried.**
(c) Motion by Nadreau/King to approve the Alcohol Beverage License Applications/Renewals for 2020/2021 conditioned upon approval by the Health Inspector. **All present voting aye, except Kiefer who recused, motion carried.**
(d) Motion by King/Olson to approve the Alcohol Beverage License Applications/Renewals for 2020/2021 for Darrel Hazelton (Rookies Pub) and Mystic Grill, LLC (Mystic) conditioned upon payment verification of fees due the City. **All present voting aye, motion carried.**

APPLICATIONS (continued)
(e) Motion by Kiefer/Olson to approve the renewal of the 2020/2021 Garbage/Recycling Licenses of Advanced Disposal; Boxx Sanitation, LLC; Express Disposal, Inc.; Gorilla Dumpster Bag, LLC; and Waste Management, LLC conditioned upon approval by the Health Inspector. **All present voting aye, except Hiess who recused, motion carried.**
(f) Motion by Kiefer/Olson to approve the renewal of the 2020/2021 Taxicab Business License of Nina Eisold (Ready Ride Taxi) conditioned upon receipt of her certificate of liability insurance. **All present voting aye, motion carried.**
(g) Motion by Olson/Hiess to approve the renewal of the 2020/2021 Taxicab Business Licenses of Jay McNulty (Town and Country Taxi) and Penny Sorensen (American Phoenix Transportation) conditioned upon submission of passing Taxicab Vehicle Inspections as performed by the Police Department. **All present voting aye, motion carried.**
(h) Motion by Olson/Hiess to approve the Street Use Permit Application from Paul Krause of Bridge Street Brew to place tables and chairs for dining on the sidewalk adjacent to 114 N Bridge Street. **All present voting aye, motion carried.**

PETITIONS
(a) Motion by Monarski/Hiess to refer the Petition to discontinue and vacate the Herschel Street right of way located at the northwest corner of Badger Street, Grand Avenue, and Herschel Street to the Board of Public Works. **All present voting aye, motion carried.**

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES
(a) Motion by Kiefer/Hiess to approve **Ordinance #2020-13 Entitled:** An Ordinance Authorizing the City Clerk to Issue Alcoholic Beverage Operator's and Provisional Licenses under Newly Enacted 2019 Wisconsin Act 166. **Roll Call Vote: Aye – Kiefer, Hiess, Monarski, King, Hull, Olson, Nadreau. Motion carried.**

RESOLUTIONS
(a) Motion by Hiess/Hull to approve **Resolution #2020-19 Entitled:** Resolution Approving a Certified Survey Map (Chippewa County Historical Society). **Roll Call Vote: Aye – Hiess, Hull, Olson, Nadreau, Monarski, Kiefer, King. Motion carried.**
Motion by Kiefer/Nadreau to consider Item (i) before Item (b). **All present voting aye, motion carried.** City Finance Manager/Treasurer Bauer provided an overview of the borrowing and a Pre-Sale Report was provided to the Council.
(i) Motion by Olson/Nadreau to approve **Resolution #2020-27 Entitled:** Resolution Authorizing the Issuance and Sale of $840,000 General Obligation Promissory Note, Series 2020A. **Roll Call Vote: Aye – Olson, Nadreau, Hiess, Monarski, Kiefer, King, Hull. Motion carried.**
(b) Motion by Kiefer/Hull to approve **Resolution #2020-20 Entitled:** Initial Resolution Authorizing $210,000 General Obligation Bonds for a Building for the Housing of Machinery and Equipment. **Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Monarski, King; Recuse – Hiess. Motion carried.**
(c) Motion by King/Olson to approve **Resolution #2020-21 Entitled:** Initial Resolution Authorizing $255,000 General Obligation Bonds for Equipment of the Fire Department. **Roll Call Vote: Aye – King, Olson, Nadreau, Hiess, Monarski, Kiefer, Hull. Motion carried.**
(d) Motion by Olson/King to approve **Resolution #2020-22 Entitled:** Initial Resolution Authorizing $725,000 General Obligation Bonds for Sewerage Projects. **Roll Call Vote: Aye – Olson, King, Hull, Nadreau, Hiess, Monarski, Kiefer. Motion carried.**
(e) Motion by Hiess/Hull to approve **Resolution #2020-23 Entitled:** Initial Resolution Authorizing $875,000 General Obligation Bonds for Street Improvement Projects. **Roll Call Vote: Aye – Hiess, Hull, Monarski, Kiefer, King, Olson, Nadreau. Motion carried.**

RESOLUTIONS (continued)
(f) Motion by King/Nadreau to approve **Resolution #2020-24 Entitled:** Initial Resolution Authorizing $870,000 General Obligation Refunding Bonds. **Roll Call Vote: Aye – King, Nadreau, Hiess, Monarski, Kiefer, Hull, Olson. Motion carried.**
(g) Motion by King/Kiefer to approve **Resolution #2020-25 Entitled:** Resolution Directing Publication of Notice to Electors Relating to Bond Issues. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Hiess, Monarski. Motion carried.**
(h) Motion by Hull/Kiefer to approve **Resolution #2020-26 Entitled**: Resolution Providing for the Sale of $2,935,000 General Obligation Corporate Purpose Bonds, Series 2020B. **Roll Call Vote: Aye – Hull, Kiefer, King, Olson, Nadreau, Monarski; Recuse – Hiess. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW
(a) The Council discussed options for Allen Park Improvements (Phase III Riverfront) including funding availability, creation of a steering committee, and developing a Request for Proposal for engineering/design services. **Motion by Kiefer** to refer this item to Committee #1 for discussion and recommendation. **Motion died for lack of a second. Motion by Kiefer/Olson** to refer this item to the Committee of the Whole for discussion and recommendation. **All present voting aye, motion carried.**
(b) The Council discussed the safety measures recommended by the EOC including plexi-glass installation, possible dates for resuming in-person meetings, and possible dates of reopening City buildings to the public. It was recommended that this item be referred to the Committee of the Whole.

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

City General Claims:	$771,308.90
Authorized/Handwritten Claims:	$0.00
Department of Public Utilities:	$59,417.80
Total of Claims Presented	$830,726.70

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

CLOSED SESSION
(a) Motion by Monarski/Hiess to go into Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:

a. Options for Lake Wissota Business Park stormwater pond and potential amendment to Development Agreement between the City of Chippewa Falls, VES, Chippewa Falls Holdings, LLC, and Chippewa County; and to include the Council, Mayor, Ferg, Bauer, Hentschel, Rubenzer, Givens, and representatives of Chippewa County, Chippewa Holdings, LLC or VES; may return to Open Session for possible action on Closed Session item.

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

The Council discussed Item (a) above.

Motion by Kiefer/Olson to return to Open Session. **All present voting aye, motion carried.**

ADJOURNMENT
Motion by Olson/King to adjourn at 8:31 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

MINUTES OF THE SPECIAL MEETING OF THE COMMON COUNCIL

A Special Meeting of the Common Council of the City of Chippewa Falls was held on Monday, June 29, 2020 in the City Hall Council Chambers. Mayor Greg Hoffman (remotely) called the meeting to order at 10:02 am.

CLERK CALLS THE ROLL

Council Members present: **Remotely** – John Monarski, Rob Kiefer, Chuck Hull, Paul Olson, Paul Nadreau, and Jason Hiess. **In-person** – CW King.

Also Present: **Remotely** – Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matt Kelm, Fire Chief Lee Douglas, and City Clerk Bridget Givens.

COUNCIL COMMITTEE REPORTS

(a) Motion by Olson/Hull to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of June 24, 2020. **Roll Call Vote: Aye – Olson, Hull, Nadreau, Hiess, Monarski, Kiefer, King. Motion carried.**

APPLICATIONS

(a) Motion by Olson/Kiefer to approve the Application for Temporary Extension of Premises due to COVID-19 for Casa Mexicana, 324 N Bridge Street. **All present voting aye, except King who voted no, motion carried.**

(b) Motion by Olson/Hiess to approve the Application for Temporary Extension of Premises due to COVID-19 for Blue Marble Pub, 816 N High Street. **All present voting aye, except King who voted no, motion carried.**

ADJOURNMENT

Motion by Olson/Hiess to adjourn at 10:07 am. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens
City Clerk

NOTICE OF PUBLIC HEARING ON SPECIAL ASSESSMENTS

Please take notice that the Common Council of the City of Chippewa Falls, Wisconsin, has declared its intention to exercise its police power to levy special assessments in accordance with Chapter 3.08 of the Municipal Code and will conduct a public hearing for Special Assessments within the following described areas for the specified improvements:

Pumphouse Road (Grady Drive to Scheidler Road)

1. Removal and replacement of deficient curb and gutter.
2. Removal and replacement of deficient street surfacing.

The hearing concerning matters contained in the Preliminary Resolution and the report of the Director of Public works will be held in the Council Chambers at **6:30 P.M. on Tuesday, July 7, 2020.** All interested persons, or their agents, or their attorneys will be heard at this time. The Mayor and Council 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 email your name, address and phone number to rrubenzer@chippewafalls-wi.gov by July 7 at 4pm and you will receive a phone call at the time of the public hearing or call 715-726-2762 at the time of the public hearing

Following the hearing, the Common Council will determine the amount of the Special Assessments and will consider a Final Resolution levying these Special Assessments and authorizing construction of these improvements.

The report of the Director of Public Works, including the amount to be assessed is on file in the City Engineer's office, 30 West Central Street, Chippewa Falls, WI and may be inspected in the City Engineer's office, Monday through Friday between 8:00 A.M. to 4:00 P.M.

Dated this 18th day of June, 2020

Bridget Givens
City Clerk

If you have any questions about individual assessments, or the method used to compute them, please call the City Engineer's office at 715-726-2736, before the hearing.

Richard J. Rubenzer, P.E.
Director of Public Works, City Engineer, Utilities Manager

PUBLISH: Thursday, June 18, 2020
and
Thursday, June 25, 2020

1 Column Legal Ad

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 22, 2020 – 5:30 PM

The Board of Public Works met in City Hall on Monday, June 22, 2020 at 5:30 PM. Present was Director of Public Works Rick Rubenzer, P.E. Attending remotely were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Also attending remotely was Bronson Stein of 620 E Grand Avenue.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the June 8, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered a request for placement of a stop sign at the southeast corner of the intersection of Lakeland Drive and Lakeview Drive to stop northbound Lakeland Drive traffic at Lakeview Drive. Director of Public Works Rubenzer noted that trucks had been involved with accidents due to the private driveway of Mills Fleet Farm being directly across from the north end of Lakeland Drive. A hydrant was hit and has been stolen. Numerous semi-trucks have been observed parking along Lakeview Drive near this intersection exacerbating visibility problems for northbound trucks on Lakeland Drive. The only official warrant for a stop sign at this intersection is that there have been multiple accidents but Director of Public Works Rubenzer recommends that the Chippewa Falls Municipal Code be revised to include a stop sign at this intersection.
   Motion by Olson, seconded by Hoffman to recommend the Common Council revise the Chippewa Falls Municipal Code of Ordinances to include a stop sign at the southeast corner of the intersection of Lakeview Drive and Lakeland Drive to stop northbound Lakeland Drive traffic at Lakeview Drive.
   All present voting aye. MOTION CARRIED.

3. The Board of Public Works considered the attached draft Developers Agreement from Steve Frazer for Marilyn 2nd Addition. Director of Public Works Rubenzer noted that the document was taken from a Developer Agreement template used for Wissota Shores in 2019. He noted that the estimate numbers needed to be added in Exhibit "B" and all the rest of the exhibits would be added for the executable agreement. He recommended approval pending City Attorney Ferg's review, revision and approval.
   Motion by Hoffman, seconded by Senn to recommend the Common Council approve the executable final Developer's Agreement (draft attached) for Marilyn 2nd Addition and authorize Mayor Hoffman and Clerk Givens to execute the said agreement contingent on City Attorney Ferg's review, revision and approval and submission of complete and legible exhibits A, B and C. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered the attached draft Preliminary Resolution Declaring Intent to Levy Special Assessments for water main and services construction in Chapman Road between A Street and Wisconsin Street. Director of Public Works Rubenzer explained that a letter had been sent to the five Chapman Road property owners in October of 2019 apprising them that the 2" diameter cast iron main serving their residences was a sixty-five year old PRIVATE main. It was recently brought to Director of Public Works Rubenzer's attention that the main was leaking. Director of Public Works Rubenzer sent another letter to the Chapman Road property owners stating they

would have to repair the main or that the City Water Department could install a new 6" diameter water main and new individual services to each property. If the leak were to worsen, the Water Utility would have to shut off the water to all five property owners until the leak had been repaired. If the private 2" diameter main were repaired now, the water main would be replaced with a six inch diameter main when Chapman Road was improved (tentatively scheduled for 2023). Director of Public Works Rubenzer stated that four of the five property owners wanted to have the main and individual services replaced in 2020. He had not yet heard from the fifth.
Motion by Senn, seconded by Rubenzer to recommend the Common Council approve the attached Preliminary Resolution Declaring Intent to Levy Special Assessments for water main and services construction in Chapman Road between A Street and Wisconsin Street and schedule a public hearing to consider the same for July 21, 2020. **All present voting aye. MOTION CARRIED**

5. The Board of Public Works considered the attached petition to discontinue and vacate a triangular piece of Herschel Street right-of-way located at the northwest corner of Badger Street, Grand Avenue and Herschel Street. Bronson Stein appeared remotely as owner of parcel 22808-0522-60430305 to support the petition. The petition is signed by owners of all adjacent frontage to the triangle requested for vacation. Alderperson Olson asked about remnant parcels. Director of Public Works Rubenzer stated that the triangular piece of Herschel right-of-way would be modified to the most regular shape possible for the vacation. Board member Senn asked that Emergency Services opinion be solicited. **Motion** by Senn, seconded by Rubenzer to recommend the Common Council introduce a resolution to discontinue and vacate a triangular piece of Herschel Street right-of-way located at the northwest corner of Badger Street, Grand Avenue and Herschel Street and then schedule a public hearing to consider the same not less than forty days after introduction of the resolution. Said public hearing to be scheduled contingent on;
   1) review and approval of the resolution and parcel description.
   2) review and approval of Emergency Services.
   3) proper notice of the public hearing in the Chippewa Herald and adjacent property owners.

   All present voting aye. MOTION CARRIED.

6. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:55 P.M.

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

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

BPW - June 22, 2020

CHIPPEWA COUNTY

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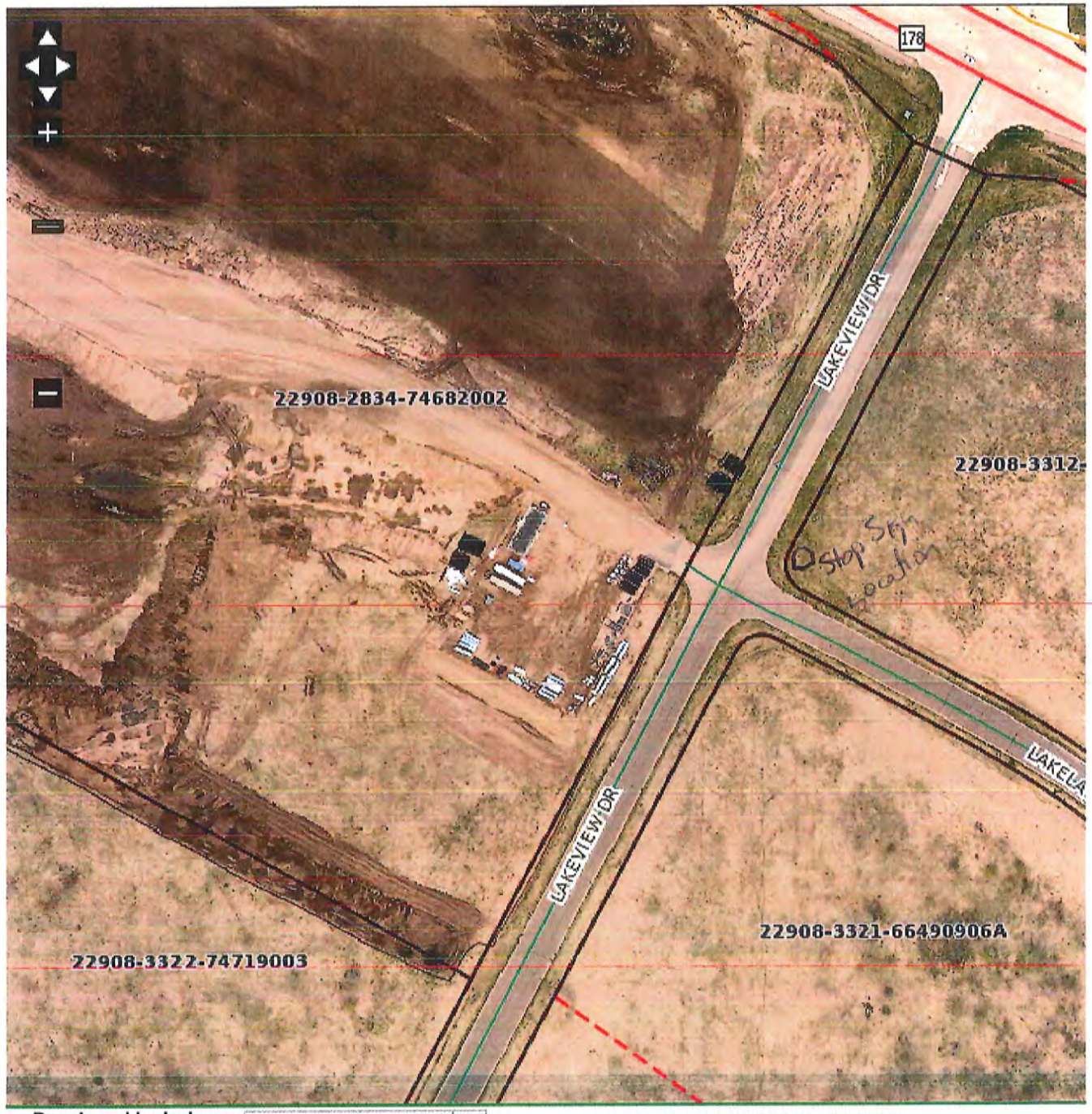

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DEVELOPMENT AGREEMENT

RELATING TO
MARILYN ADDITION PLAT

BY AND BETWEEN

CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

AND

FRAZER CONSTRUCTION

This agreement was drafted by:
Frazer Construction

DEVELOPMENTAGREEMENT

THIS AGREEMENT ("Agreement") is made this_____day of _____ between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Frazer Construction, a Wisconsin limited liability company ("Developer").

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

ARTICLE 1 - RECITALS

Section 1.1 Background.

(a) Ownership. Developer is the owner of the Property. The Property has been platted as the Plat of Frazer Construction, a copy of which is attached hereto as Exhibit "A." The preliminary plat of Marilyn Second Addition was approved by the City Plan Commission on _____ and by the City Council on _____.

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

(c) Construction. Developer will construct nine (9) duplex residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2020 with all of the Public Utilities and related improvements are to be completed by 2021.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 3.4 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Frazer Construction.

Section 1.3 Order of Construction. Developer will initially construct nine (9) Duplex residential buildings and related improvements. Construction of the remaining buildings and related improvements will continue as demand justifies.

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

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

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

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

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

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

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

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

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

Section2.2 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.

Section2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement,

Section2.4 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.

Section3.2 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 fill 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.

Section5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

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

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

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

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

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

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

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

ARTICLE 6- INSURANCE

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

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

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

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

ARTICLE 7- INDEMNIFICATION.

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

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

ARTICLE 8 - Events of Default.

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

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

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

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

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

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

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

ARTICLE 9- ADMINISTRATIVE PROVISIONS

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

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

If to Developer: Frazer Construction
c/o Steve Frazer
4833 160th Street
Chippewa Falls, WI
54729

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

ARTICLE 10- ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11 - TERMINATION OF AGREEMENT

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

IN WITNESS WHEREOF, 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:

_____

_____

(SEAL)

CITY OF CHIPPEWA FALLS

By:_____
Greg Hoffman, Mayor

And:_____
Bridget Givens, City Clerk

DEVELOPER

Frazer Construction, Steven Frazer

By:_____
Steven Frazer
Signature & Title

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

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)
) ss:
COUNTY OF CHIPPEWA)

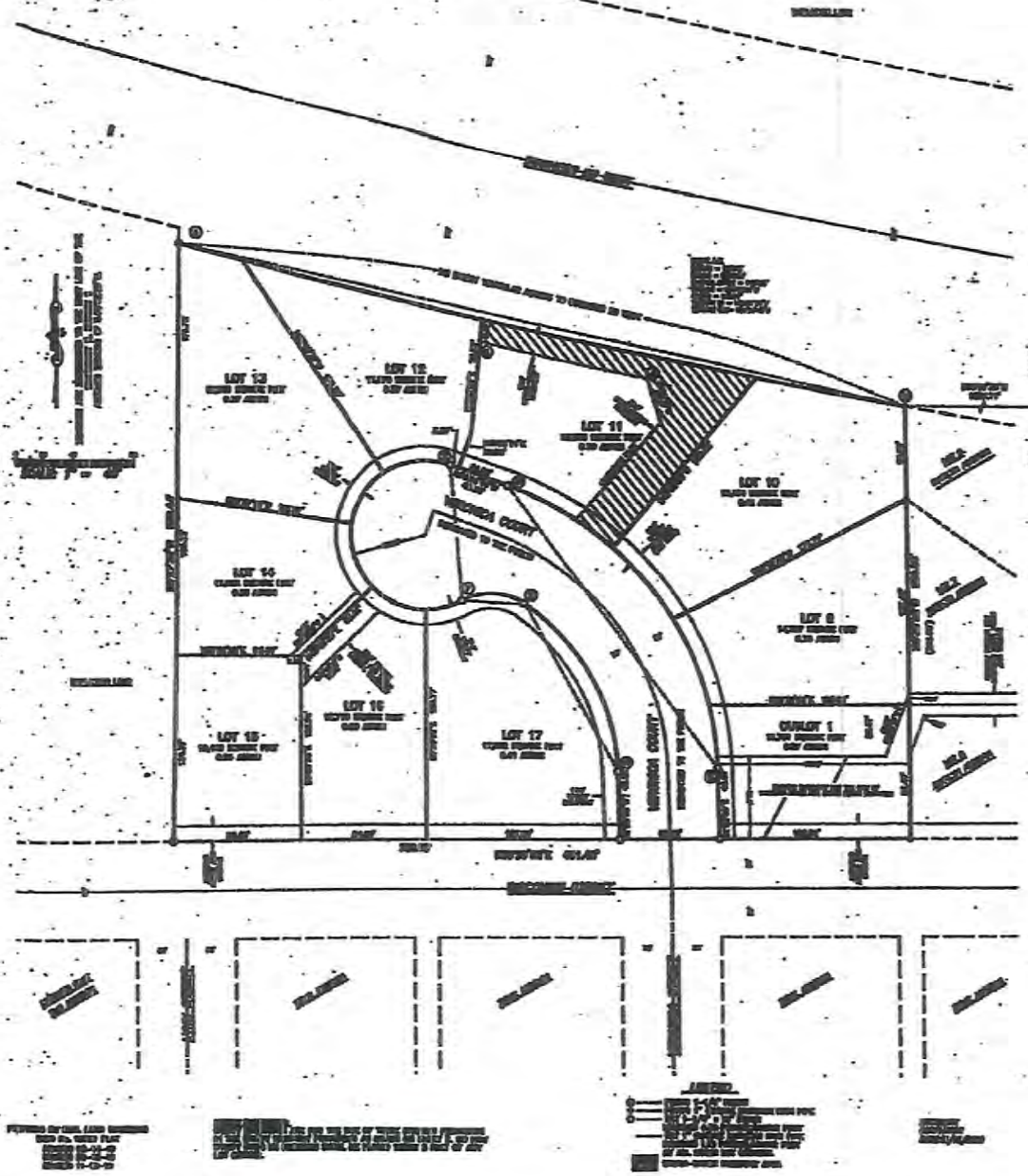
Personally came before me this this _____ day of _____, _____, the above-named Steven Frazer, who to be stated that he is _____of Frazer Construction, and to me known to be the person who executed the foregoing instrument in such capacity.

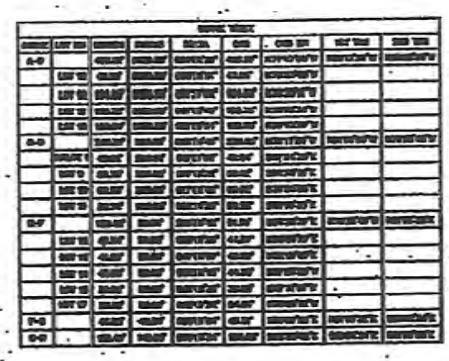
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____
_____
Notary Public
State of Wisconsin
My Commission expires _____

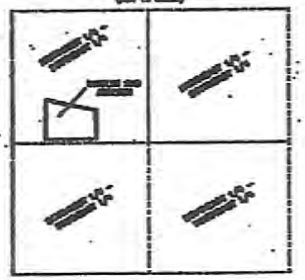
Exhibit A
Draft of Final Plat

[to be attached]





LOCATION SKETCH



MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN BEING ALL OF LOT 9 OF MARILYN ADDITION

SHEET 1 OF 2 SHEETS

Exhibit B
Legal Description of the Property

Legal description for Wissota Shores III:

SURVEYOR'S CERTIFICATE.

I, PETER J. GATTAMORI, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF MARILYN 2ND ADDITION, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING ALL OF LOT 9 OF MARILYN 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 SIGNE FRAZER.

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE DIVISIONS THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS IN SURVEYING, DIVIDING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2010

PETER J. GATTAMORI, P.L.S. No. 2370

CHIPPEWA FALLS CITY COUNCIL.

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.

_____

DIDIER GAGNE, CITY CLERK

CERTIFICATE OF COUNTY TREASURER.

STATE OF WISCONSIN
COUNTY OF CHIPPEWA, SS

I, PATRICIA SCHMIDT, 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 _____, 2010, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF MARILYN 2ND ADDITION IN THE CITY OF CHIPPEWA FALLS.

(SIGNATURE): _____ DATE: _____

PATRICIA SCHMIDT, COUNTY TREASURER

Pursuant to the authority delegated to me by Sec. 236.15, 236.16, 236.20(2)(f) and (7), Wis. Stats. as specified by s. 236.10, Wis. Stats.

_____ 2-25-10

Register of Deeds

PREPARED BY SEH, LAND SERVICES
CAD No. MARILYN
DRAWN 02-24-10
REVISED 02-25-10

OWNER'S CERTIFICATE OF DEDICATION.

I, SIGNE FRAZER, AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED BY THIS PLAT.

IT AND CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR 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 _____, 2010

_____

SIGNE FRAZER

STATE OF WISCONSIN
COUNTY OF _____SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2010, THE ABOVE NAMED SIGNE 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, DIDIER GAGNE, 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 _____, 2010, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF MARILYN 2ND ADDITION IN THE CITY OF CHIPPEWA FALLS.

(SIGNATURE): _____ DATE: _____

DIDIER GAGNE, CITY TREASURER

UTILITY EASEMENT PROVISIONS.

AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

SIGNE FRAZER, GRANTOR, TO
XCEL ENERGY COMPANY, GRANTEE
AND A TELECOMMUNICATIONS COMPANY, GRANTEE
CHARTER COMMUNICATIONS, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE, FROM TIME TO TIME, POWER-LINES OR COMMUNICATION LINES WITH NECESSARY TRANSFORMERS AND EXTENSIONS OF ELECTRICITY AND ELECTRONIC SIGNALS, 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 UPON, ABOVE, UNDER AND ACROSS THE SUBJECT OF THIS LOT TO OTHER INDIVIDUALS, THEREIN, OR ON ADJACENT LOTS, AND TO GIVE THEM THE RIGHT TO DO SO. SUCH SERVICE MAY BE TERMINABLE BY GRANTOR UPON THE TERMS HEREIN SET FORTH, AND WE AGREE TO BURY UPON THE EXPRESSED PROPERTY OF ALL SUCH PURPOSES, THE FACILITIES, POWERS, CABLE OR ANY TYPE OF EXTENSIONS SHALL BE INSTALLED CLOSER THAN NINE FEET FROM ANY LOT CORNER. THE GRANTOR AGREE TO REMOVE OR CAUSE TO BE REMOVED THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH EVENT BY THE GRANTEE OR THEIR AGENTS, THIS MAY APPLY TO THE REMOVAL, REPLACEMENT OF SAID UNDERGROUND EXISTING FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS THAT MAY BE DEMANDED AT ANY TIME PRESENT TO THE GRANTEE HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEE FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHIN THE PERIOD WITHIN CONSENT OF GRANTEE.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 9 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 9 OF MARILYN ADDITION

Exhibit C
Description of the Public Improvements and Estimates of Costs

[to be attached]

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

AEC #18229

MARILYN 2ND ADDITION

NO	ITEM	[illegible]	[illegible]	[illegible]	[illegible]
	[illegible]				
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		
	SUBTOTAL				
	STREET				
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		
	SUBTOTAL				
	SANITARY				
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		
	SUBTOTAL				
	WATERMAIN				
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	1,617		
7	INSULATION (4'X8' SHEET)	EA	4		
	SUBTOTAL				
	[illegible]				
1	CONNECT TO EXISTING MANHOLE	EA	2		
2	6" PVC	LF	40		
3	12" HDPE	LF	83		
4	24" HDPE	LF	357		
5	6" 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		
	SUBTOTAL				

RESOLUTION NO. 2020-

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 7th day of July, 2020.

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DRAFT

RECEIVED
JUN - 2 2020
City Clerk
City of Chippewa Falls
By

PETITION

DATE: June 1st 2020

TO THE MAYOR AND COMMON COUNCIL:

We the undersigned wish the City of Chippewa Falls to find it in the Public Interest to Discontinue and Vacate the Herschel Street Right of Way shown on the attached drawing located at the Northwest corner of Badger Street, Grand Avenue and Herschel Street in The Eastern Addition in the City of Chippewa Falls

Name	Address
Bronson Jon Stein	620 E Grand Ave, Chippewa Falls WI 54729
Leah Johnson	620 E Grand Ave Chippewa Falls 54729

Circulated by:

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.

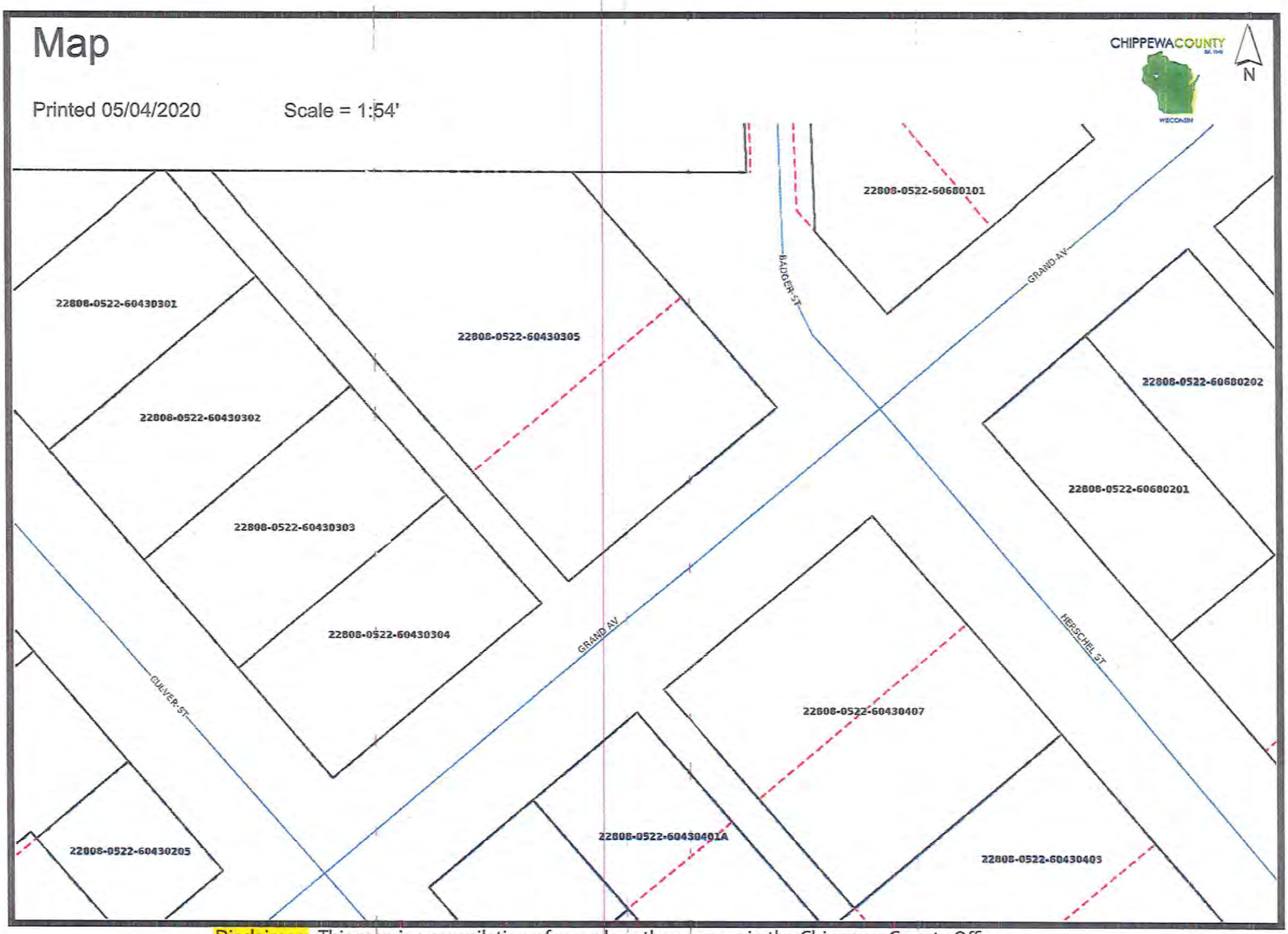
Cross-reference: See s. 236.43 for other provisions for vacating streets.

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'

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.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 29, 2020 – 5:30 PM

The Board of Public Works met remotely via Webex on Monday, June 29, 2020 at 5:30 PM. Attending remotely were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, P.E. and Darrin Senn. Also attending remotely was Assistant Engineer Bill McElroy. Absent were Finance Manager Lynne Bauer and Alderperson Paul Olson.

1. **Motion** by Rubenzer, seconded by Senn to approve the minutes of the June 22, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

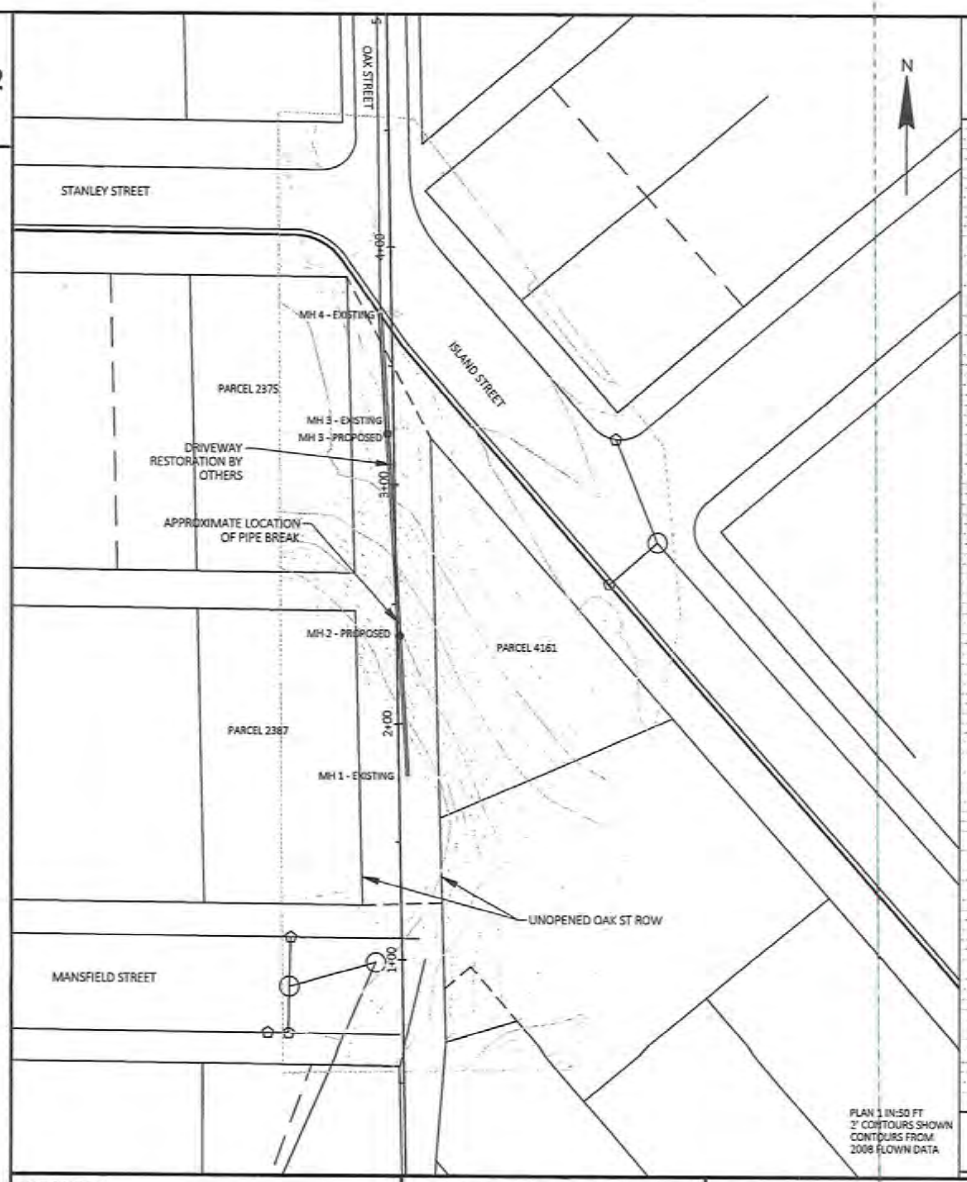
2. The Board of Public Works considered declaring a public emergency for the repair of a collapsed storm sewer in the unopened Oak Street Right of Way between Mansfield Street and Stanley Street. Director of Public Works Rubenzer stated that the storm sewer in the steep slope of Oak Street just north of Mansfield Street had collapsed and the bank eroded during and after a post Memorial Day intense rainfall event. Street Department staff have had to remove sand and debris that have eroded onto Island Street after subsequent storms. The engineering department considered putting the project out for bids but are concerned that the bank will completely collapse before public bids can be advertised and opened. An initial engineering estimate was done and a contractor proposal has now been obtained. Senn asked about the contractor proposal coming in higher than the engineering estimate. Assistant City Engineer McElroy answered that the pipe lining part of the engineering estimate had been an unknown and a large guesstimate but that he was confident that the proposal submitted by Haas Sons, Inc. was fair and reasonable. Rubenzer stated that bids were not necessary in an emergency situation as authorized in Wisconsin State Statutes 62.15 and that an emergency can be declared by resolution of the board of public works.
Motion by Senn, seconded by Rubenzer to declare a public emergency for the repair of a collapsed storm sewer in the unopened Oak Street Right of Way between Mansfield Street and Stanley Street and authorize Director of Public Works Rubenzer to execute the proposal from Haas Sons inc. to complete the repair. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Rubenzer, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:41 P.M.

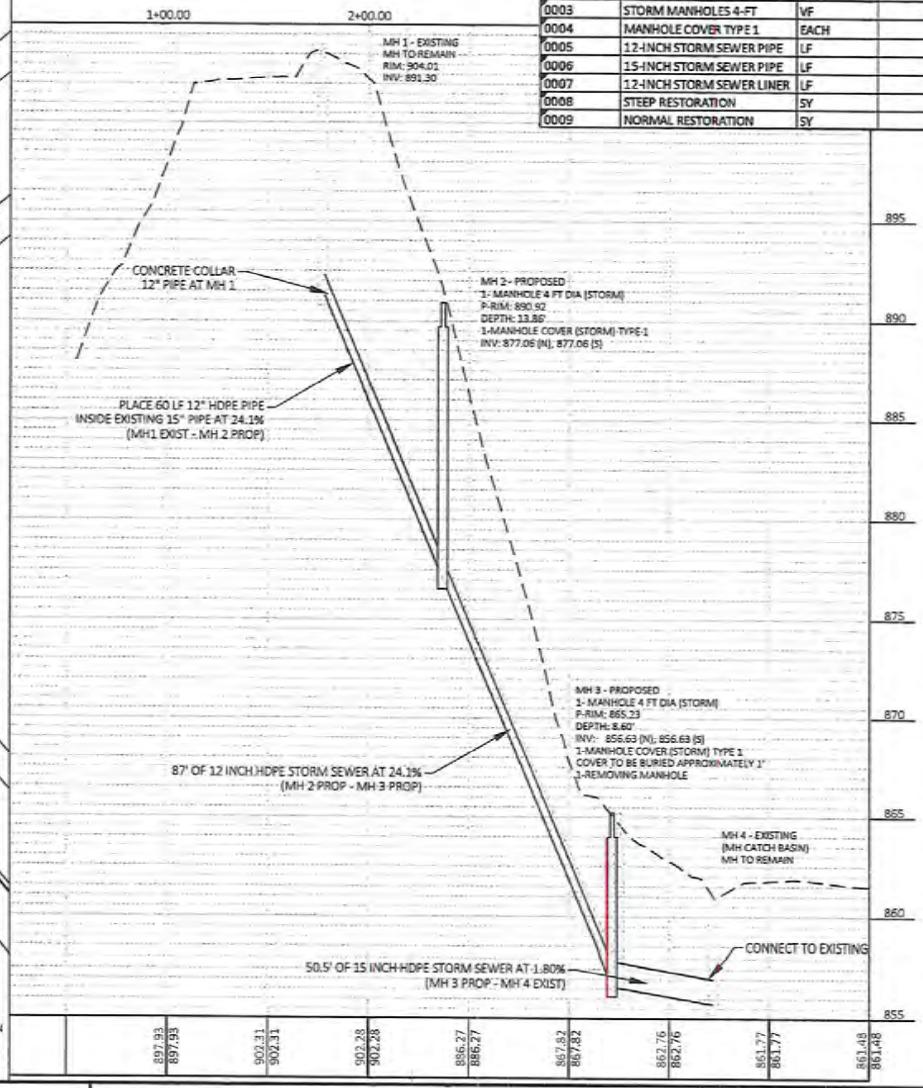
Richard J. Rubenzer, PE
Secretary, Board of Public Works

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

2



PLAN 1 IN:50 FT
2' CONTOURS SHOWN
CONTOURS FROM
2008 FLOWN DATA



2

OAK STREET STORM SEWER REPAIR QUANTITIES			
ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY
0001	CLEARING & GRUBBING	LF	135
0002	REMOVING STORM MANHOLE	EACH	1
0003	STORM MANHOLES 4-FT	VF	22.5
0004	MANHOLE COVER TYPE 1	EACH	2
0005	12-INCH STORM SEWER PIPE	LF	87
0006	15-INCH STORM SEWER PIPE	LF	50.5
0007	12-INCH STORM SEWER LINER	LF	60
0008	STEEP RESTORATION	SY	180
0009	NORMAL RESTORATION	SY	160

PROJECT NO:	HWY: OAK ST UNOPENED ROW	COUNTY: CHIPPEWA	STORM SEWER REPAIR	SHEET	E

FILE NAME : W:\ENGINEERING\PROJECT FILES\OAK ST (MANSFIELD - ISLAND) 2020\CIVIL 3D\BASEDATA\OAK STREET STORM SEWER.DWG
LAYOUT NAME - Plan 1 IN 50 FT
PLOT DATE : 6/11/2020 2:59 PM PLOT BY : BILL MCELROY PLOT NAME : PLOT SCALE : 1 IN:50 FT

WISDOT/CADDS SHEET 42

BILL MCELROY

OAK STREET STORM SEWER ESTIMATE

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	EXT
0001	CLEARING + GRUBBING	LF	135	$20	$2700.00
0002	REMOVE STORM MANHOLE	EACH	1	$300	$300.00
0003	STORM MANHOLE 4-FT	VF	22.5	$350	$7875.00
0004	MANHOLE COVER TYPE I	EACH	2	$600	$1200.00
0005	12-INCH STORM SEWER PIPE	LF	87	$40	$3480.00
0006	15-INCH STORM SEWER PIPE	LF	50.5	$45	$2272.50
0007	12-INCH STORM SEWER LINER	LF	60	$20	$1200.00
0008	STEEP RESTORATION	SY	180	$8.00	$1440.00
0009	NORMAL RESTORATION	SY	160	$5.00	800.00

TOTAL: $21,267.50

O: 715-669-5469
F: 715-669-7489
203 E. Birch St.
Thorp, WI 54771

HAAS INC.

Proposal

Thorp - Eau Claire
www.haas4.com
Bidding@haas4.com
E.E.O Employer

Date:

Haas Sons Inc.
203 East Birch St.
Thorp, WI. 54771

TO: Chippewa Falls
ATTN: Bill
JOB: Oak Street Storm Sewer
PH:

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL
			-	-	$ -
1	Clearing and Grubbing	LF	135.00	27.00	$ 3,645.00
2	Removeing Storm Manhole	EA	1.00	300.00	$ 300.00
3	Storm Manhole 4'	VF	22.50	335.00	$ 7,537.50
4	Manhole Cover Type 1	EA	2.00	525.00	$ 1,050.00
5	12" Storm Sewer Pipe	LF	87.00	47.75	$ 4,154.25
6	15" Storm Sewer Pipe	LF	50.50	48.25	$ 2,436.63
7	12" Storm Sewer Liner	LF	60.00	47.75	$ 2,865.00
8	Steep Restoration	SY	180.00	9.45	$ 1,701.00
9	Normal Restoration	SY	160.00	8.70	$ 1,392.00
10	Connect to Existing	EA	1.00	550.00	$ 550.00
11	Mobilization	LS	1.00	2,340.00	$ 2,340.00
	PROJECT TOTAL		-	-	$ 27,971.38

Payment to be made as follows: 30 days from receipt of invoice. Amount overdue subject to 1.5% interest.

Authorized Signature _____ Date 6-24-20
Contractor

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature _____ Date _____
Owner

MEETING MINUTES
CHIPPEWA FALLS REDEVELOPMENT AUTHORITY
June 29, 2020

The Chippewa Falls Redevelopment Authority met in the Council Chambers of City Hall on June 29, 2020 at 8:00 a.m. Present were Dan Zylstra, Greg Hoffman, John Monarski, Teresa Germain and Bill Burich. Also present: Brad Hentschel, Paul Nadreau and Connie Freagon.

The meeting was called to order at 8:02 a.m.

1. **Consider approval of the minutes of the June 2, 2020 Redevelopment Authority Meeting.**

   Motion by Monarski, seconded by Zylstra to approve the minutes of the June 2, 2020 Redevelopment Authority meeting. All present voting aye. Motion carried 4-0.

   *Bill Burich arrives.

2. **Review and Consider Applications to the COVID-19 Emergency Small Business Relief Program.**

   Hentschel presented 29 applications that were received for the program. Eight of the applications were within a Redevelopment District. Three applications were received late but were accepted as deadline is going to be extended. One application had over the FTE requirement, but was accepted due to some of the FTE's being delivery and/or installers – under 15 FTE working within the retail sector.

   Motion by Monarski, seconded by Zylstra to approve the eight (8) applications within the RDA and to issue their payments contingent upon them being current with outstanding real estate and/or personal property taxes, utility bills and being in good standing with the Wisconsin Department of Financial Institutions. All present voting aye, motion carried 5-0.

   Letters will be sent to International Food Safety Institute (High Sierra Group), Bu'tiful Kids and Glen Loch Inn requesting them to further document their mandated closures and to otherwise offer them to come to the public hearing when scheduled.

   RDA discussed and will re-open applications for an additional week to encourage more applications. RDA will meet after that deadline and set a public hearing date for properties outside of a Redevelopment District.

3. **Adjournment**

   Motion by Zylstra, seconded by Monarski to adjourn. The meeting adjourned at 8:34 a.m.

Submitted by:
Brad Hentschel, Secretary, RDA

Minutes
Committee of the Whole
June 22, 2020

The Committee of the Whole met on **Monday, June 22, 2020** at **10:00 am** at **City Hall, Council Chambers, 30 W Central Street, Chippewa Falls, Wisconsin.**

Council/Committee Members present: **In-person** - John Monarski, CW King, Paul Olson and Jason Hiess. **Remotely** – Rob Kiefer, Chuck Hull, and Paul Nadreau.
Others Present: **In-person** – Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Brad Hentschel, Utility Office Manager Connie Freagon, County Administrator Randy Scholz, and City Clerk Bridget Givens. **Remotely** - Mayor Greg Hoffman, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Matt Kelm, Fire Chief Lee Douglas, Parks and Recreation Director Dick Hebert, and Library Director Joe Niese.

The meeting was called to order at 10:00 am by Council President, CW King.

1. **Open Session**

2. **Motion by Monarski/Olson to go into Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:**

   a. Options for Lake Wissota Business Park stormwater pond and potential amendment to Development Agreement between the City of Chippewa Falls, VES, Chippewa Falls Holdings, LLC, and Chippewa County; and to include Committee/Council Members, Mayor, Ferg, Bauer, Givens, Rubenzer, Hentschel, Freagon, Kelm, Douglas, and Scholz; may return to Open Session for possible action on Closed Session item.

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

   The Committee discussed Item (a) above.

   Motion by Kiefer/Olson to return to Open Session. **All present voting aye, motion carried.**

Motion by Monarski/Hiess to move Item 4 ahead of Item 3. **All present voting aye, motion carried.**

4. **Discuss timeline for resuming in-person meetings and opening City buildings. Possible recommendations to the Council.**

   County Administrator, Randy Scholz, provided an overview of the courthouse reopening to the public. Chief Kelm advised what the EOC has proposed for safety measures to implement including plexiglass installation, signage, sanitizing stations, etc. To allow time to implement the measures, the plan is to open most of the City buildings on July 13. Library Director Niese will work with the Library Board on a date for reopening the library.

City meetings will continue to be held as they have been to this point with members given the choice of appearing remotely or in-person.

No action taken.

3. **Discuss options for future Allen Park Improvements (Phase III Riverfront). Possible recommendations to the Council.**

City Planner/Transit Manager Hentschel advised that he is working with Brian Reilly of Ehlers regarding funding for Phase III of Chippewa Riverfront which would include Allen Park. Hentschel stated that enhancements have been discussed and he would recommend developing a Steering Committee and soliciting proposals to work with an engineering firm for design. It was suggested that the City wait until Ehlers finalizes their review of the new TIF values in August prior to moving forward.

No action taken.

5. **Adjournment**

Motion by Olson/Hiess to adjourn at 11:05 am. **All present voting aye, motion carried.**

Minutes submitted by:
CW King
Council President

PAID
CITY OF CHIPPEWA FALLS
JUN 30 2020
CITY TREASURER
TR # 621495

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: June 29, 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 July 9 and ending July 12 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 ☐ Veteran's Organization ■ Fair Association
   (a) Name Northern Wisconsin State Fair Association, Inc
   (b) Address 225 Edward Street
   (Street) ☐ Town ☐ Village ■ City
   (c) Date organized 1933
   (d) If corporation, give date of incorporation Nov. 29, 1995
   (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 and addresses of all officers: (including cell/telephone numbers)
   President James Koehler, N110 N Duncan Rd, Bloomer, WI 54724 (715-829-6485)
   Vice President
   Secretary Jeri Maher, 114 South Grove Street, Chippewa Falls, WI 54729 (715-226-0093)
   Treasurer Craig Toycen, 19062 63rd Ave, Chippewa Falls, WI 54729 (715-404-5160)
   (g) Name and address of manager or person in charge of affair: Rusty Volk CFE, 1676 120th Street, Chippewa Falls, WI 54729 (715-577-3725)

2. **LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**
   (a) Street number 225 Edward Street
   (b) Lot Block
   (c) Do premises occupy all or part of building? All fenced area of Fairgrounds
   (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: Wristbands for 21 and older to purchase or consume alcoholic

Minors Present? Yes, if eating at the Fairgrounds.

Reason for Minors being Present? Family meal at Picnic Tables

3. **NAME OF EVENT**
   (a) List name of the event Northern Wisconsin State Fair "Fair Food Shindig"
   (b) Dates of event and times July 9,10,11,12 (11:00am - 7:00pm)

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.

Northern Wisconsin State Fair Association, Inc
(Name of Organization)

Officer _____ *(Signature/date)*

Officer Rusty Volk 6/29/2020 *(Signature/date)*

Officer _____ *(Signature/date)*

Officer Craig Toycen 6/29/2020 *(Signature/date)*

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

SPECIAL EVENT COVER SHEET

This form was developed to ensure that organizations wishing to have a special event in the City of Chippewa Falls have completed all appropriate applications associated with the event. Additionally, in the interest of promoting a safe and enjoyable event, to provide emergency services personnel the opportunity to review the applications and discuss any potential concerns.

Name of Event: "Fair Food Shindig"	**Event Description (e.g. walk, concert, etc.):** Drive-In for your Fair Food Fix - 2020
Name and Address of Sponsoring Organization: Northern Wisconsin State Fair, 225 Edward Street, Chippewa Falls, WI 54729	
Contact Name: Rusty Volk	**Contact Address:** 225 Edward Street
Work Phone: 715.723.2861 ext 102	**Cell Phone:** 715.577.3725
Email: rvolk@nwsfa.com	**Day of Event Contact Name and Number (if different):** Same
Date(s) of Event: July 9, 10, 11, 12	**Estimated Daily Attendance:** Hopefully 200- 300 each day
Location(s) of Event: NWSF, 225 Edward Street, Chippewa Falls, WI 54729	
City Services/Equipment Requested: None	

Please check each box below that applies to your event.
Corresponding applications must be completed and attached to this document.

- [X] Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application
- [ ] Food Vendors* *supply proof of licensure from Chippewa County
- [ ] Street Use Permit Application
- [ ] Dance/Music Application
- [ ] Fireworks Permit
- [ ] Temporary Extension of Premises (in relation to existing license holders)

Events to be held in any City Park must complete a special event application with the Parks, Recreation and Forestry Department for consideration by the Park Board.

FOR OFFICE USE ONLY - ROUTING VERIFICATION

Police Chief Signature:	**Date:**
Fire Chief Signature:	**Date:**
Director of Public Works/City Engineer/Utilities Manager:	**Date:**

DEPARTMENT RECOMMENDATIONS

PAID
CITY OF CHIPPEWA FALLS
JUN 30 2020
CITY TREASURER
TR # 61495

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: June 29, 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 July 22 and ending July 24 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 ☐ Veteran's Organization ■ Fair Association
   (a) Name Northern Wisconsin State Fair Association, Inc
   (b) Address 225 Edward Street *(Street)* ☐ Town ☐ Village ■ City
   (c) Date organized 1933
   (d) If corporation, give date of incorporation Nov. 29, 1995
   (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 and addresses of all officers: (including cell/telephone numbers)
   President James Koehler, N110 N Duncan Rd, Bloomer, WI 54724 (715-829-6485)
   Vice President
   Secretary Jeri Maher, 114 South Grove Street, Chippewa Falls, WI 54729 (715-226-0093)
   Treasurer Craig Toycen, 19062 63rd Ave, Chippewa Falls, WI 54729 (715-404-5160)
   (g) Name and address of manager or person in charge of affair: Rusty Volk CFE, 1676 120th Street, Chippewa Falls, WI 54729 (715-577-3725)

2. **LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:**
   (a) Street number 225 Edward Street
   (b) Lot Block
   (c) Do premises occupy all or part of building? All fenced area of Fairgrounds
   (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: Wristbands for 21 and older to purchase or consume alcoholic

Minors Present? Yes, if attending theatre production "Newsies"

Reason for Minors being Present? Food & beverages are available

3. **NAME OF EVENT**
   (a) List name of the event Eau Claire Children's Theatre Production "Newsies"
   (b) Dates of event and times July 22, 23, 24, 2020 (6:00pm - 9:30pm)

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.

Northern Wisconsin State Fair Association, Inc
(Name of Organization)

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Officer Rusty Volk 6/29/2020 *(Signature/date)*

Officer Craig Toycen 6/29/2020 *(Signature/date)*

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

SPECIAL EVENT COVER SHEET

This form was developed to ensure that organizations wishing to have a special event in the City of Chippewa Falls have completed all appropriate applications associated with the event. Additionally, in the interest of promoting a safe and enjoyable event, to provide emergency services personnel the opportunity to review the applications and discuss any potential concerns.

Name of Event: "Newsies" at the Fairgrounds	**Event Description (e.g. walk, concert, etc.):** Live Broadway Production
Name and Address of Sponsoring Organization: Eau Claire Children's Theatre, 1814 N. Oxford Ave, Eau Claire, WI 54703	
Contact Name: Rusty Volk	**Contact Address:** 225 Edward Street
Work Phone: 715.723.2861 ext 102	**Cell Phone:** 715.577.3725
Email: rvolk@nwsfa.com	**Day of Event Contact Name and Number (if different):** Same
Date(s) of Event: July 22,23,24	**Estimated Daily Attendance:** Hopefully 200- 300 each day
Location(s) of Event: NWSF, 225 Edward Street, Chippewa Falls, WI 54729	
City Services/Equipment Requested: None	

Please check each box below that applies to your event.
Corresponding applications must be completed and attached to this document.

- [X] Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application
- [ ] Food Vendors*
  *supply proof of licensure from Chippewa County
- [ ] Street Use Permit Application
- [ ] Dance/Music Application
- [ ] Fireworks Permit
- [ ] Temporary Extension of Premises (in relation to existing license holders)

Events to be held in any City Park must complete a special event application with the Parks, Recreation and Forestry Department for consideration by the Park Board.

FOR OFFICE USE ONLY - ROUTING VERIFICATION

Police Chief Signature:	**Date:**
Fire Chief Signature:	**Date:**
Director of Public Works/City Engineer/Utilities Manager:	**Date:**

DEPARTMENT RECOMMENDATIONS

AN ORDINANCE AMENDING §3.12 OF THE CHIPPEWA FALLS MUNICIPAL CODE – REFUNDING GENERAL OBLIGATION BONDS

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

That §§3.12(4) and (6) of the Chippewa Falls Municipal Code which presently provide as follows:

3.12 - <u>REFUNDING GENERAL OBLIGATION BONDS</u>.

The following procedures shall be followed in refunding outstanding general obligation bonds of the City issued pursuant to Ch. 67, Wis. Stats., and this section is enacted pursuant to the authority granted by Wis. Const. Art. XI, §3 and §§62.11(5) and 66.01, Wis. Stats.

• • •

(4) MINIMUM AGE OF BOND. No bond shall be refunded hereunder unless the bond has been outstanding for at least one year since the date of its delivery.

• • •

(6) EXCHANGE OR SALE; MINIMUM PRICE. Any refunding bonds may either be delivered in exchange for the outstanding bonds being refunded or sold in the manner provided by law, but not refunding bonds shall be sold at a price less than the principal amount thereof plus accrued interest thereon to the date of delivery.

• • •

be amended to provide as follows:

3.12 - REFUNDING GENERAL OBLIGATION BONDS.

The following procedures shall be followed in refunding outstanding general obligation bonds of the City issued pursuant to Ch. 67, Wis. Stats., and this section is enacted pursuant to the authority granted by Wis. Const. Art. XI, §3 and §§62.11(5) and 66.01, Wis. Stats.

• • •

(4) (Repealed and reserved for future use)

• • •

(6) EXCHANGE OR SALE; MINIMUM PRICE. Any refunding bonds may either be delivered in exchange for the outstanding bonds being refunded or sold in the manner provided by law, but refunding bonds shall not be sold at a price less than the principal amount thereof plus accrued interest thereon to the date of delivery, but less any applicable sale discounts or like charges.

Dated this _____ day of July, 2020.

_____
CW King, Council President

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

ORDINANCE NO. 2020-15

AN ORDINANCE CREATING WARD 3b IN THE CITY OF CHIPPEWA FALLS DUE TO ANNEXATION OF REAL PROPERTY LOCATED IN A DIFFERENT COUNTY SUPERVISORY DISTRICT

WHEREAS, Ordinance No. 2017-18 annexed real property located in the Town of Wheaton into the City of Chippewa Falls;

WHEREAS, the annexed property is in a different County Supervisory District than the rest of Ward 3 and Ward 3a in the City of Chippewa Falls;

WHEREAS, revised State Statutes require that the annexed real property be located in a different City ward;

WHEREAS, revised State Statutes now allow for and permit the designation of wards with alphabetical letters following a numerical designation;

WHEREAS, the annexed real property has no population and is not expected to have a population which would disproportionately skew aldermanic population representation;

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

1. The City hereby establishes Ward 3b which shall be comprised of the following parcel of real property annexed from the Town of Wheaton into the City of Chippewa Falls by Ordinance No. 2017-18 and which is in a different County Supervisory District, to wit:

   Lots 5 and 18, Block 4, Tropicana City, Town of Wheaton, Chippewa County, Wisconsin.

   Said parcel is subject to easements and restrictions of record.

Ward 3b, presently with no population, is hereby designated a part of the 3rd aldermanic district and shall have the ward boundaries described above. The boundaries of the 3rd aldermanic district are revised to encompass Ward 3, Ward 3a, and Ward 3b.

Dated this _____ day of _____, 2020.

_____
CW King, Council President

FIRST READING:_____

SECOND READING:_____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

ORDINANCE NO. 2020-16

AN ORDINANCE CREATING WARD 5a IN THE CITY OF CHIPPEWA FALLS DUE TO ANNEXATION OF REAL PROPERTY LOCATED IN A DIFFERENT COUNTY SUPERVISORY DISTRICT

WHEREAS, Ordinance No. 2020-12 annexed real property located in the Town of Eagle Point into the City of Chippewa Falls;

WHEREAS, the annexed property is in a different County Supervisory District than the rest of Ward 5 in the City of Chippewa Falls;

WHEREAS, revised State Statutes require that the annexed real property be located in a different City ward;

WHEREAS, revised State Statutes now allow for and permit the designation of wards with alphabetical letters following a numerical designation;

WHEREAS, the annexed real property has no population and is not expected to have a population which would disproportionately skew aldermanic population representation;

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

1. The City hereby establishes Ward 5a which shall be comprised of the following parcel of real property annexed from the Town of Eagle Point into the City of Chippewa Falls by Ordinance No. 2020-12 and which is in a different County Supervisory District, to wit:

   Part of the Northeast ¼ of the Southeast ¼ of Section 33, Township 29 North, Range 8 West, Town of Eagle Point, Chippewa County, Wisconsin. The parcel is more particularly described as follows:

   COMMENCING at the East ¼ Corner of said Section 33; thence S. 00°39'20" W. along the East Line of the Southeast ¼, 55.95 feet to the

POINT OF BEGINNING; thence, continuing S. 00°39'20" W. along said East Line, 1,269.73 feet; thence, S. 89°53'10" W. along the South Line of said Northeast ¼ of the Southeast ¼, 1,067.88 feet to the beginning of a curve to the left, having a radius of 4,396.32 feet and a long Chord which bears N. 12°40'13" E. for a distance of 1.47 feet; thence, Northeasterly along the arc of said curve and the Easterly right-of-way line of State Highway 178 1.47 feet; thence along the South and East Lines of Certified Survey Map (C.S.M.) number 3505 the following courses:

1. N.68°04'57" E., 289.92 feet; thence,
2. N.34°25'20" E., 229.65 feet; thence,
3. N.74°16'46" E., 237.77 feet; thence,
4. N.40°51'56" E., 532.78 feet; thence,
5. N.00°40'03" E., 505.41 feet; thence,

S.89°58'36" E. along the Southerly right-of-way line of Beach Drive, 99.94 feet to the POINT OF BEGINNING.

Said parcel contains 436,967 square feet or 10.03 acres.

PARCEL IDENTIFICATION NUMBER (PIN): 22908-3341-00020000

Said parcel is subject to easements and restrictions of record.

Ward 5a, presently with no population, is hereby designated a part of the 5th aldermanic district and shall have the ward boundaries described above. The boundaries of the 5th aldermanic district are revised to encompass Ward 5, and Ward 5a.

Dated this ____ day of _____, 2020.

_____

CW King, Council President

FIRST READING:_____

SECOND READING:_____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

RESOLUTION NO. 2020-28

FINAL RESOLUTION LEVYING SPECIAL ASSESSMENTS AND AUTHORIZING CONSTRUCTION IN PUMPHOUSE ROAD (GRADY DR. TO SCHEIDLER RD.)

(Pursuant to police power under 66.0701 Wisconsin Statutes and Chapter 3.08 of the Municipal Code)

WHEREAS, the Common Council of the City of Chippewa Falls, Wisconsin held a public hearing at 6:30 P.M. on Tuesday, July 7, 2020, for the purpose of hearing all interested persons concerning the Preliminary Resolution which was approved May 5, 2020 by the Common Council of the City of Chippewa Falls, the report of the Director of Public Works, and the Final Resolution Levying Special Assessments and Authorizing Construction for the following improvements undertaken pursuant to the City's police power under 66.0701 Wisconsin Statutes and Chapter 3.08 of the Municipal Code:

Pumphouse Road (Grady Drive to Scheidler Road)

1. Removal and replacement of deficient curb and gutter.
2. Removal and replacement of deficient street surfacing.

and has heard all persons desiring audience at such hearing;

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, AS FOLLOWS:

1. That the report of the Director of Public Works pertaining to the construction of the above described public improvements, including plans and specifications and proposed special assessments therefore, (as modified) (as prepared) is hereby adopted and approved.

2. That payment for said improvements be made by assessing the cost to the abutting property as indicated in said report.

3. That the properties against which these special assessments are levied are benefited by these improvements and that the costs shown on the accepted report, representing an exercise of police power, are true and correct and have been determined on a reasonable basis and are hereby confirmed.

4. That the special assessments be paid to the City Treasurer as provided by Section 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin, as amended by Ordinance #09-06 adopted April 7, 2009, which provides for cash payments and installment payments with interest as follows: (A) If the amount due is less than $500, a single payment; (B) If the amount due is at least $500 but less than $2,500, five (5) annual installments with deferred payments bearing interest at the rate of 0.5% over the city finance rate on a per annum basis on the unpaid balance, and (C) If the amount due is $2,500 or more, ten (10) annual installments with deferred payments bearing interest at the rate of 0.5% over the city finance rate on a per annum basis on the unpaid balance.

5. That the City Clerk is directed to publish this Resolution as a Class I notice and to mail a copy of this Resolution to every interested person whose post office address is known or can be ascertained with reasonable diligence. Further, that a copy of City Ordinance 8.06 (2) (e), which prohibits cuts in the new street surface, be mailed to each abutting owner.

6. That the Public Works Director is hereby ordered to cause these improvements to be constructed by contract and City Forces in accordance with said report.

Dated this 7th day of July, 2020.

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

RESOLUTION NO. 2020-29

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 7th day of July, 2020.

ADOPTED:_____ _____
Council President

APPROVED:_____
Mayor

ATTEST:_____
City Clerk

PUBLISHED:_____

DEVELOPMENT AGREEMENT

RELATING TO
MARILYN ADDITION PLAT

BY AND BETWEEN

CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

AND

FRAZER CONSTRUCTION

This agreement was drafted by:
Frazer Construction

DEVELOPMENTAGREEMENT

THIS AGREEMENT ("Agreement") is made this_____day of _____ between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Frazer Construction, a Wisconsin limited liability company ("Developer").

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

ARTICLE 1 - RECITALS

Section 1.1 Background.

(a) Ownership. Developer is the owner of the Property. The Property has been platted as the Plat of Frazer Construction, a copy of which is attached hereto as Exhibit "A." The preliminary plat of Marilyn Second Addition was approved by the City Plan Commission on _____ and by the City Council on _____.

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

(c) Construction. Developer will construct nine (9) duplex residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2020 with all of the Public Utilities and related improvements are to be completed by 2021.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 3.4 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Frazer Construction.

Section 1.3 Order of Construction. Developer will initially construct nine (9) Duplex residential buildings and related improvements. Construction of the remaining buildings and related improvements will continue as demand justifies.

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

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

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

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

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

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

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

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

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

Section2.2 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.

Section2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement,

Section2.4 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.

Section3.2 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 fill 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.

Section5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

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

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

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

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

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

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

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

ARTICLE 6- INSURANCE

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

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

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

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

ARTICLE 7- INDEMNIFICATION.

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

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

ARTICLE 8 - Events of Default.

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

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

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

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

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

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

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

ARTICLE 9- ADMINISTRATIVE PROVISIONS

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

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

If to Developer: Frazer Construction
c/o Steve Frazer
4833 160th Street
Chippewa Falls, WI
54729

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

ARTICLE 10- ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

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

ARTICLE 11-TERMINATION OF AGREEMENT

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

IN WITNESS WHEREOF, 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:

_____

_____

(SEAL)

CITY OF CHIPPEWA FALLS

By:_____
Greg Hoffman, Mayor

And:_____
Bridget Givens, City Clerk

DEVELOPER

Frazer Construction, Steven Frazer

By:_____
Steven Frazer
Signature & Title

STATE OF WISCONSIN)
) ss.
COUNTY OF CHIPPEWA)

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)
) ss:
COUNTY OF CHIPPEWA)

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.

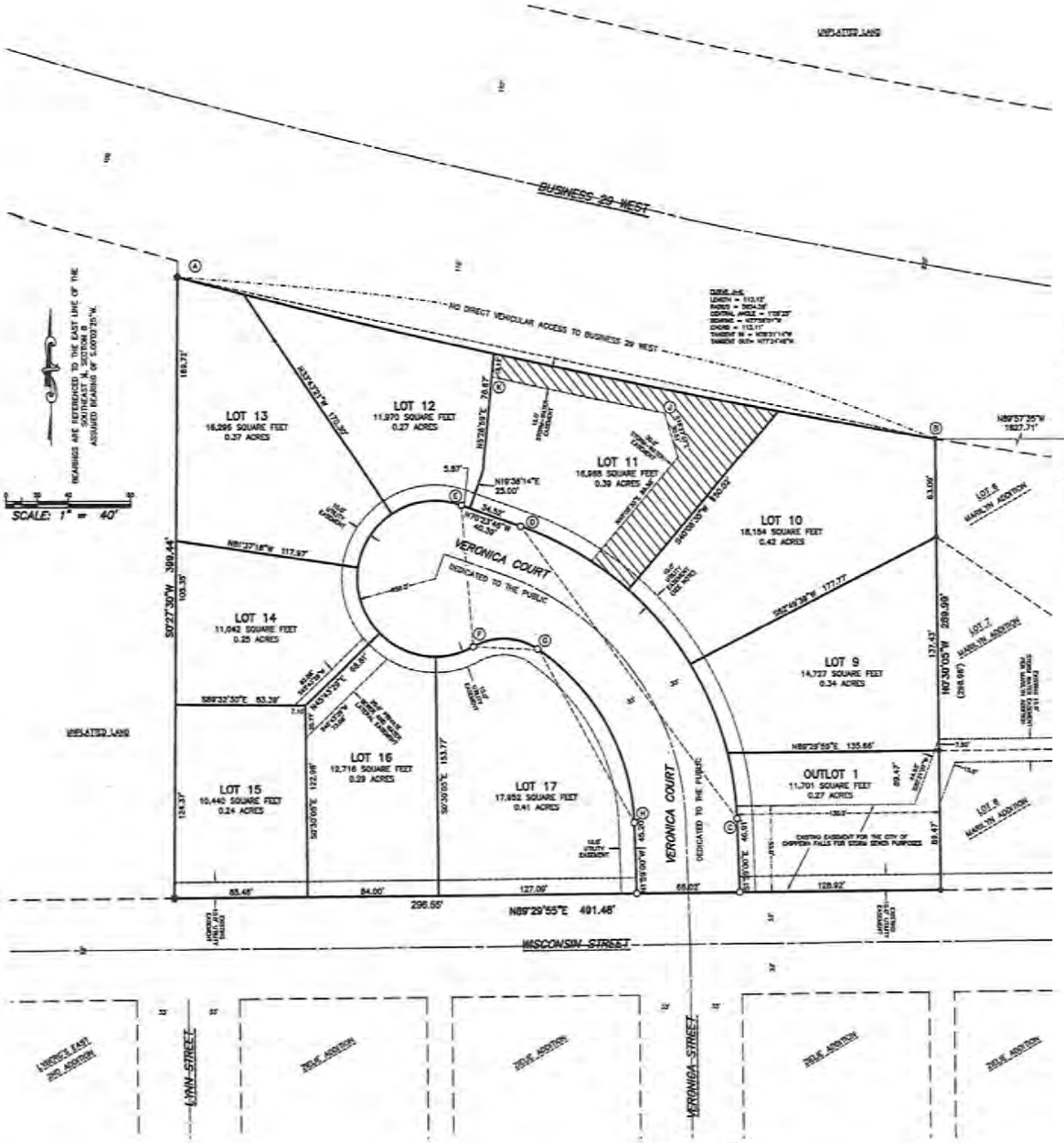
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

_____
Notary Public
State of Wisconsin
My Commission expires _____

Exhibit A
Draft of Final Plat

[to be attached]



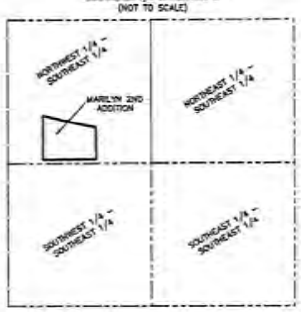
CURVE TABLE								
CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN
A-B		497.12'	5839.58'	004°52'39"	496.97'	N77°47'08"W	N80°13'29"W	N75°20'50"W
	LOT 13	43.90'	5839.58'	000°25'51"	43.90'	N75°33'45"W		
	LOT 12	164.83'	5839.58'	001°37'02"	164.83'	N76°35'11"W		
	LOT 11	186.36'	5839.58'	001°49'43"	186.35'	N78°18'34"W		
	LOT 10	102.04'	5839.58'	001°00'04"	102.03'	N79°43'27"W		
C-D		248.35'	208.00'	068°24'46"	233.86'	N36°11'23"W	N01°59'00"W	N70°23'46"W
	OUTLOT 1	43.02'	208.00'	011°51'00"	42.94'	S07°54'30"E		
	LOT 9	62.35'	208.00'	017°10'32"	62.12'	S22°25'18"E		
	LOT 10	62.25'	208.00'	017°08'46"	62.02'	S39°34'56"E		
	LOT 11	80.74'	208.00'	022°14'26"	80.23'	S59°16'33"E		
E-F		199.40'	50.00'	228°23'42"	91.18'	S04°36'37"E	N70°23'46"W	N61°06'32"E
	LOT 12	48.54'	50.00'	053°13'35"	44.87'	N82°56'27"E		
	LOT 13	41.80'	50.00'	047°53'57"	40.59'	N32°19'40"E		
	LOT 14	45.95'	50.00'	052°39'13"	44.35'	N17°56'30"W		
	LOT 16	38.99'	50.00'	045°49'25"	38.93'	N67°11'19"W		
	LOT 17	23.12'	50.00'	026°47'22"	24.66'	S75°30'12"W		
F-G		44.58'	40.00'	063°51'04"	42.31'	S85°57'56"E	N61°06'32"E	S35°02'24"E
G-H		131.49'	142.00'	053°03'24"	126.85'	S28°30'42"E	S55°02'24"E	S01°59'00"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. 234.12, Wis. Stats.

Certified November 21st, 20 19

Department of Administration

LOCATION SKETCH
SOUTHEAST 1/4 OF SECTION 8
(NOT TO SCALE)



MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN BEING ALL OF LOT 9 OF MARILYN ADDITION

SHEET 1 OF 2 SHEETS

PREPARED BY REAL LAND SURVEYING
CADD No. 18229 PLAT
REVISED 08-14-19
REVISED 09-18-19
REVISED 11-18-19

UTILITY EASEMENTS:
UTILITY EASEMENTS ARE FOR THE USE OF THOSE GRANTED PERMISSION IN THE UTILITY EASEMENT PROVISIONS AS SHOWN ON SHEET 2. NO NEW UTILITY LINES OR FACILITIES SHALL BE PLACED WITHIN 3 FEET OF ANY LOT CORNER.

LEGEND
- FOUND 1-1/4" REBAR
- FOUND 1" OUTSIDE DIAMETER IRON PIPE
- SET 1-1/4" x 18" REBAR WEIGHING 4.30 POUNDS/LINEAR FOOT
- SET 1" OUTSIDE DIAMETER IRON PIPE WEIGHING 1.13 POUNDS/LINEAR FOOT AT ALL OTHER LOT CORNERS.
- STORM-WATER EASEMENT AREA

FIELDWORK COMPLETION DATE: 11/18/2019

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF MARILYN 2ND ADDITION, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING ALL OF LOT 9 OF MARILYN 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.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS IN SURVEYING, DIVIDING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2019
PETER J. GARTMANN, P.L.S. No. 2279

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 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.

Certified November 21st, 2019

Department of Administration

PREPARED BY REAL LAND SURVEYING
CADD file: 18229 PLAT
REVISED 09-14-19
REVISED 09-16-19

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.

IT ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR 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

PERSONALLY 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 TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND 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 UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES. NO FACILITY, PEDESTAL, CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND ELECTRIC FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY 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.

MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼,
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
Legal Description of the Property

Marilyn II Addition

Legal description for ~~Wissota Shores III~~:

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF MARILYN 2ND ADDITION, LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼, SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING ALL OF LOT 9 OF MARILYN 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.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE, AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS IN SURVEYING, DIVIDING AND MAPPING THE SAME.

_____ DATED THIS _____ DAY OF _____, 2019
PETER J. GARTMANN, P.L.S. No. 2279

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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 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.

Certified November 21st, 2019

Department of Administration

PREPARED BY REAL LAND SURVEYING
CADD No. 18329 PLAT
REVISED 08-14-19
REVISED 09-18-19

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.

IT ALSO CERTIFIES THAT THIS PLAT IS REQUIRED BY S.236.10 OR 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

PERSONALLY 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: _____
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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 TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND 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 UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES. NO FACILITY, PEDESTAL, CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND ELECTRIC FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY 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.

MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHEAST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 9 OF MARILYN ADDITION

Exhibit C
Description of the Public Improvements and Estimates of Costs

[to be attached]

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

AEC #18229

MARILYN 2ND ADDITION

NO	ITEM	UNITS	QUANT.	PRICE	TOTAL PRICE
	GRADING				
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	65.-	325.-
7	EROSION MAT	SY	810		
8	CONSTRUCTION ENTRANCE	EA	1		
9	SILT FENCE	LF	470	2.-	940.-
10	EROSION LOG	EA	4		
	SUBTOTAL				1,265.00
	STREET				
1	REMOVE PAVEMENT	SY	327	2.50	817.50
2	REMOVE CURB & GUTTER	LF	64	2.75	176.00
3	SAWCUT	LF	330	3.00	990.00
4	CRUSHED AGGREGATE BASE (9" IN-PLACE)	CY	545	18.00	9,810.00
5	ASPHALTIC BINDER COURSE (1.5")	SY	1,745	1.00	1,745.00
6	ASPHALTIC SURFACE COURSE (1.5")	SY	1,745	1.25	2,181.25
7	ADJUST INLET/MANHOLE CASTINGS	EA	2	200.00	400.00
8	CONCRETE CURB & GUTTER, 30" BARRIER	LF	1,078	15.00	16,170.00
9	ADJUST WATER VALVES	EA	3	150.00	450.00
	32,739.75 **SUBTOTAL**				32,739.75
	SANITARY				
1	CONNECT TO EXISTING (CORE DRILL)	EA	1	1,500.-	1,500.00
2	48" PRECAST CONCRETE MANHOLE (3)	VF	36.2	260.-	9,412.00
3	CASTINGS	EA	3	670.-	2,010.00
4	8" SANITARY SEWER	LF	340	28.-	9,520.00
5	8"X4" WYES	EA	16	90.-	1,440.00
6	4" SANITARY SERVICE	LF	1,865	16.	29,840.00
7	TRACER WIRE ACCESS BOXES	LF	18	75.-	1,350.00
8	4" CLEANOUT	EA.	8	200.-	1,600.00
	SUBTOTAL				56,672
	WATERMAIN				
1	CONNECT TO EXISTING (WET-TAP)	EA	1	4,000.-	4,000.00
2	HYDRANT ASS'Y (hydrant, valve & lead)	EA	1	5000.-	5,000.00
3	8-INCH WATERMAIN	LF	370	28.-	10,360.00
4	TAP AND CORPORATION STOP, 1 INCH	EA	18	200.-	3,600.00
5	CURB STOP AND BOX, 1 INCH	EA	18	250.-	4,500.00
6	WATER SERVICE, 1 INCH POLY	LF	1,817	12.-	21,804.00
7	INSULATION (4'X8' SHEET)	EA	4	30.-	120.00
	SUBTOTAL				49,384.00
	STORM SEWER				
1	CONNECT TO EXISTING MANHOLE	EA	2	500.-	1,000.00
2	8" PVC	LF	40	35.-	1,400.00
3	12" HDPE	LF	83	25.-	2,075.00
4	24" HDPE	LF	357	35.-	12,495.00
5	8" MITER DRAIN	EA	1	500.-	500.00
6	12" STEEL ENDWALL	EA	1	700.-	700.00
7	24" STEEL ENDWALL	EA	1	1200.-	1,200.00
8	CATCH BASIN (2'X3' BOX)	EA	3	800.-	2,400.00
9	48" CONCRETE MANHOLE (2)	VF	9.4	480.-	4,512.00
10	INLET CASTINGS	EA	4	550.-	2,200.00
11	MANHOLE CASTINGS	EA	1	400.-	400.00
12	MEDIUM RIP-RAP	CY	57	35.-	1,995.00
	SUBTOTAL				30,877.00

170,933.75