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 Hoffinan 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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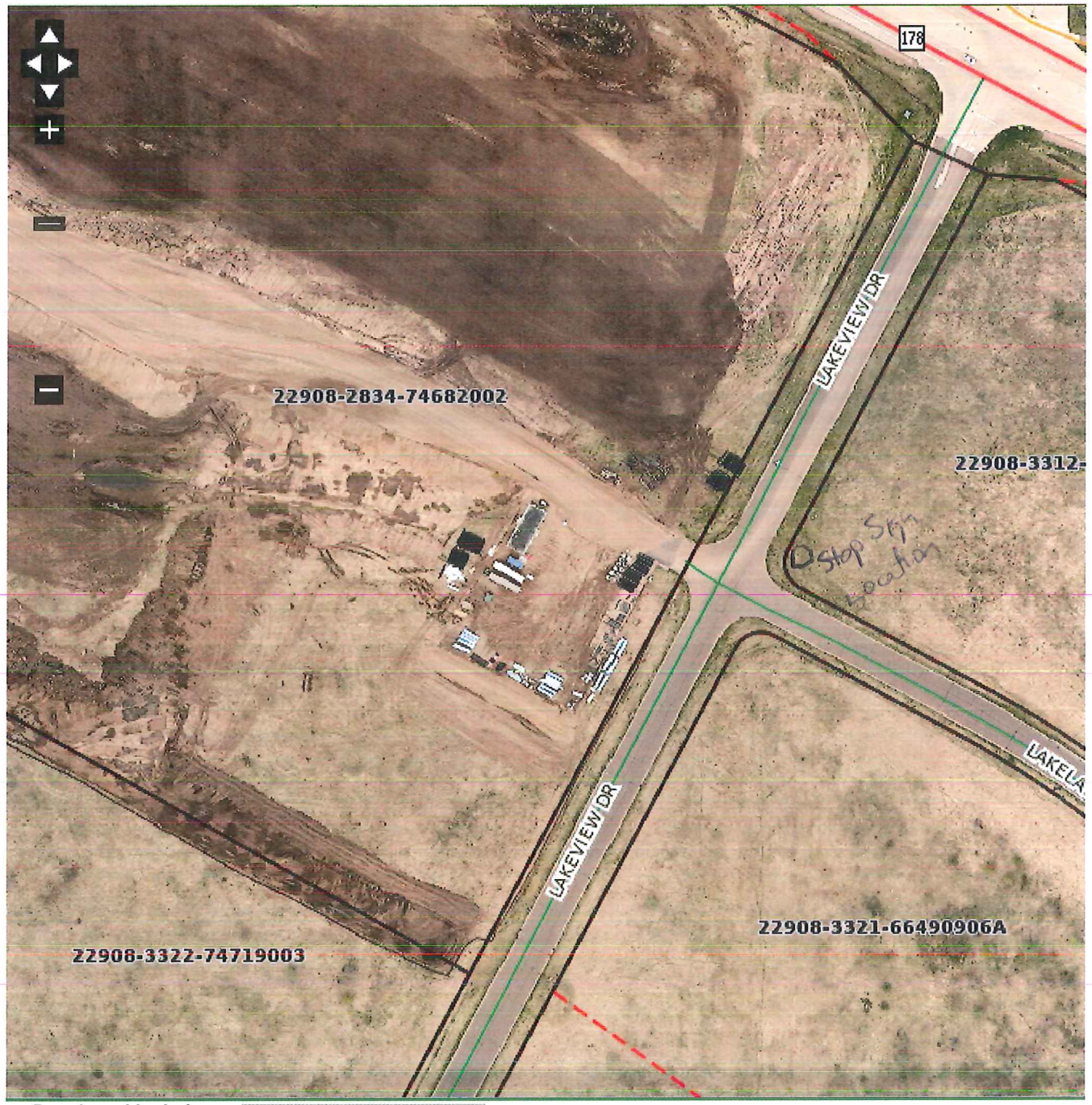

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DEVELOPMENT AGREEMENT

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)

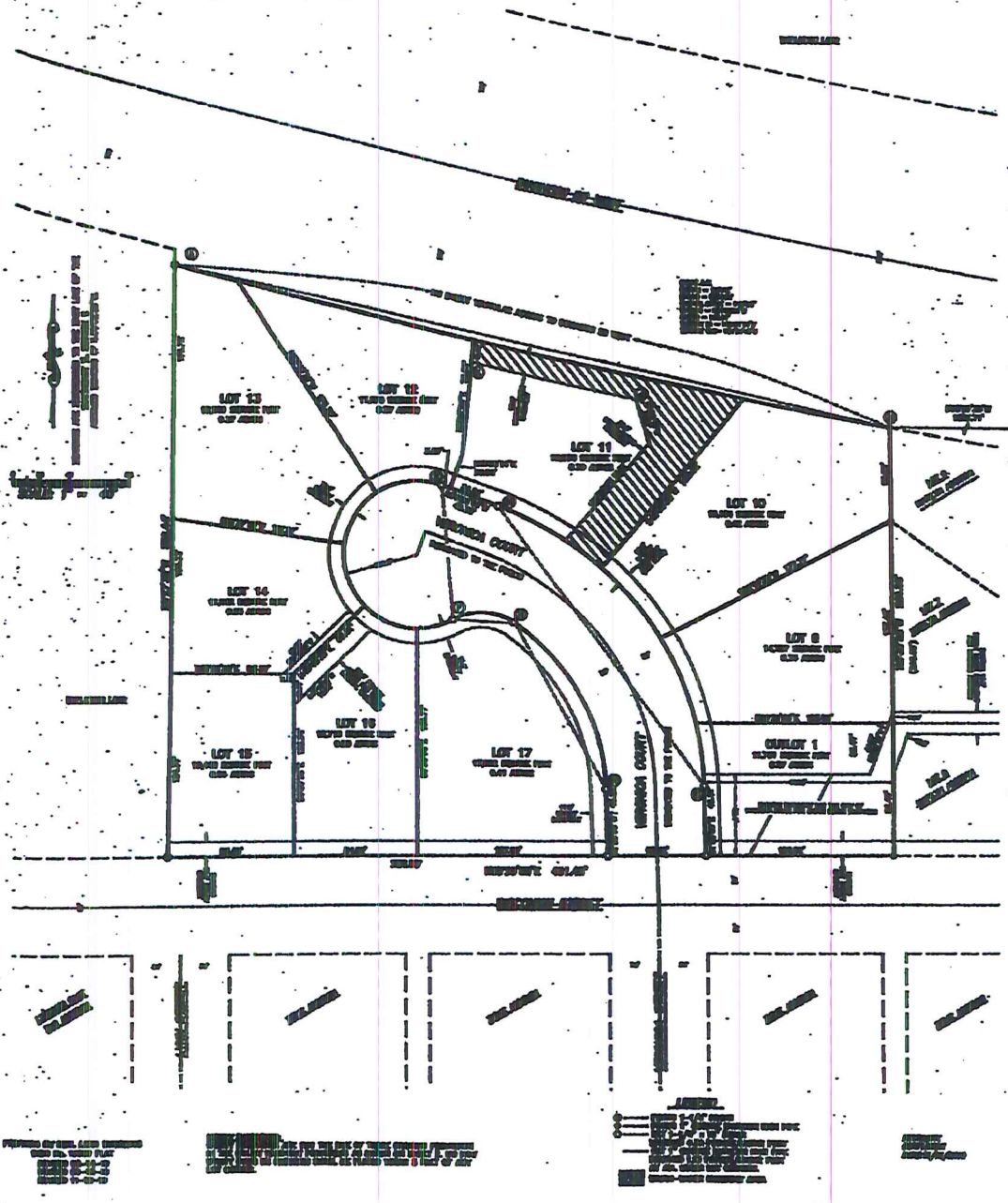
Personally came before me this this _____ day of _____, ____, the above-named Steven Frazer, who to be stated that he is _____of Frazer Construction, and to me known to be the person who executed the foregoing instrument in such capacity.

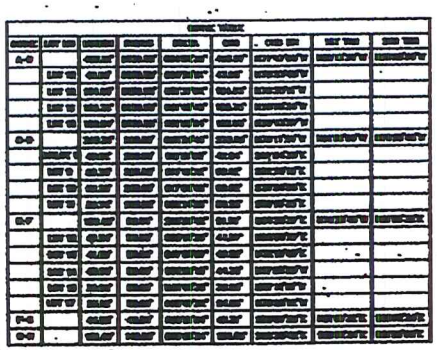
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

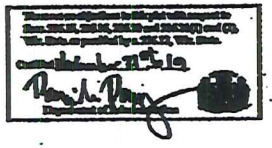
_____
_____
Notary Public
State of Wisconsin
My Commission expires _____

Exhibit A
Draft of Final Plat

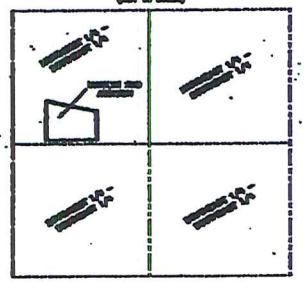
[to be attached]







LOCATION SKETCH



MARILYN 2ND ADDITION

LOCATED IN THE NORTHWEST ¼ OF THE SOUTHWEST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 8 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. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF MARILYN 2ND ADDITION, LOCATED IN THE NORTHEAST ¼ OF THE SOUTHWEST 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 _____, 2010

PETER J. GARTMANN, P.L.S. No. 2270

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.

_____

SHERRY GIGGEL, CITY CLERK

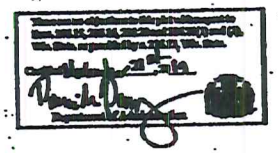
CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN
COUNTY OF CHIPPEWA SS

I, PATRICIA SCHMAHL, 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 SCHMAHL, COUNTY TREASURER



PREPARED BY SEH, LAND SURVEYING
CHIP No. 10001 PLAT
ISSUED 03-02-10
ISSUED 03-22-10

OWNER'S CERTIFICATE OF DEDICATION:

STEVE 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 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 ____, 2010

_____

STEVE FRAZER

STATE OF WISCONSIN
COUNTY OF _____SS

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2010, 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, SHERRY GIGGEL, 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: _____

SHERRY GIGGEL, CITY TREASURER

UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

STEVE FRAZER, GRANTOR, TO
SEH, HERSEY CORPORATE, 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, CABLE TELEVISION 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 DESIGNED AS "UTILITY EASEMENT" TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ABOVE AND BENEATH THE SURFACE OF SUCH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BUSHES AND SHRUBS AS MAY BE REASONABLY DEEMED NECESSARY TO THE SAFE OPERATION OF THE SYSTEM, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES TO EXCAVATE, INSTALL, CONSTRUCT, REPAIR OR ANY TYPE OF EXTENSIONS SHALL BE REQUIRED CHARGE THAN THREE FEET FROM ANY LOT CORNER, THE GRANTOR ALSO TO RESERVE OR CAUSE TO BURY OR REMOVE, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS REFERENCE, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF THE UNDERGROUND ELECTRICAL FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BUSHES OR SHRUBS THAT MAY BE REMOVED AT ANY THE PURSUANT TO THE GRANTED RIGHTS GRANTED. GRANTOR 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 NORTHEAST ¼ OF THE SOUTHWEST 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 2 OF 2 SHEETS

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	UNIT	QUANTITY	UNIT PRICE	TOTAL
	GENERAL				
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	510		
8	CONSTRUCTION ENTRANCE	EA	1		
9	SILT FENCE	LF	470		
10	EROSION LOG	EA	4		
	SUBTOTAL				
	STREET				
1	REMOVE PAVEMENT	SY	527		
2	REMOVE CURB & GUTTER	LF	64		
3	SAWCUT	LF	330		
4	CRUSHED AGGREGATE BASE (8" 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 SEWER				
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	1,565		
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	1,517		
7	INSULATION (4'X8' SHEET)	EA	4		
	SUBTOTAL				
	STORM SEWER				
1	CONNECT TO EXISTING MANHOLE	EA	2		
2	6" PVC	LF	40		
3	12" HDPE	LF	63		
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.

DRAFT

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.

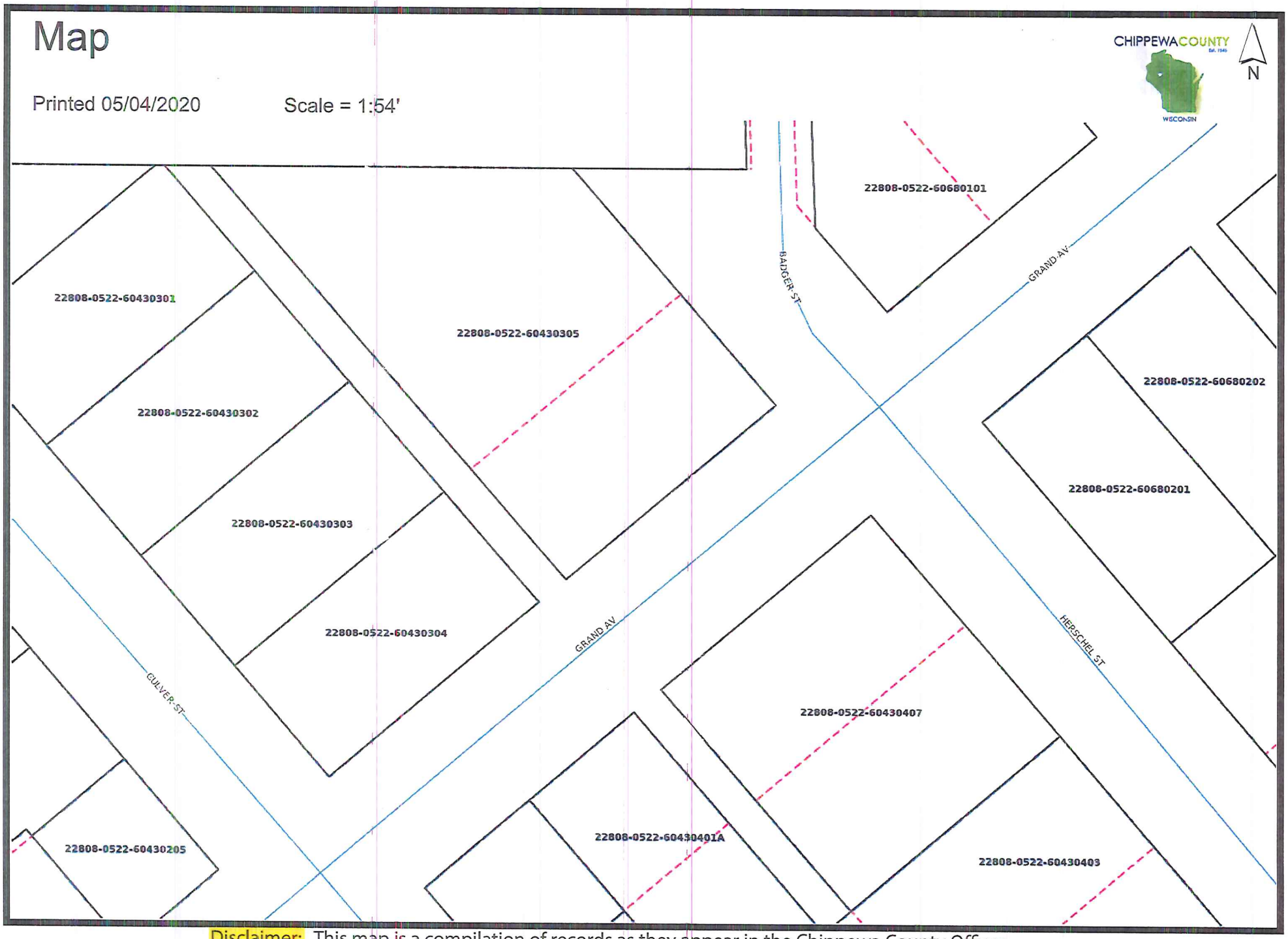
Cross-reference: See s. 236.43 for other provisions for vacating streets.

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

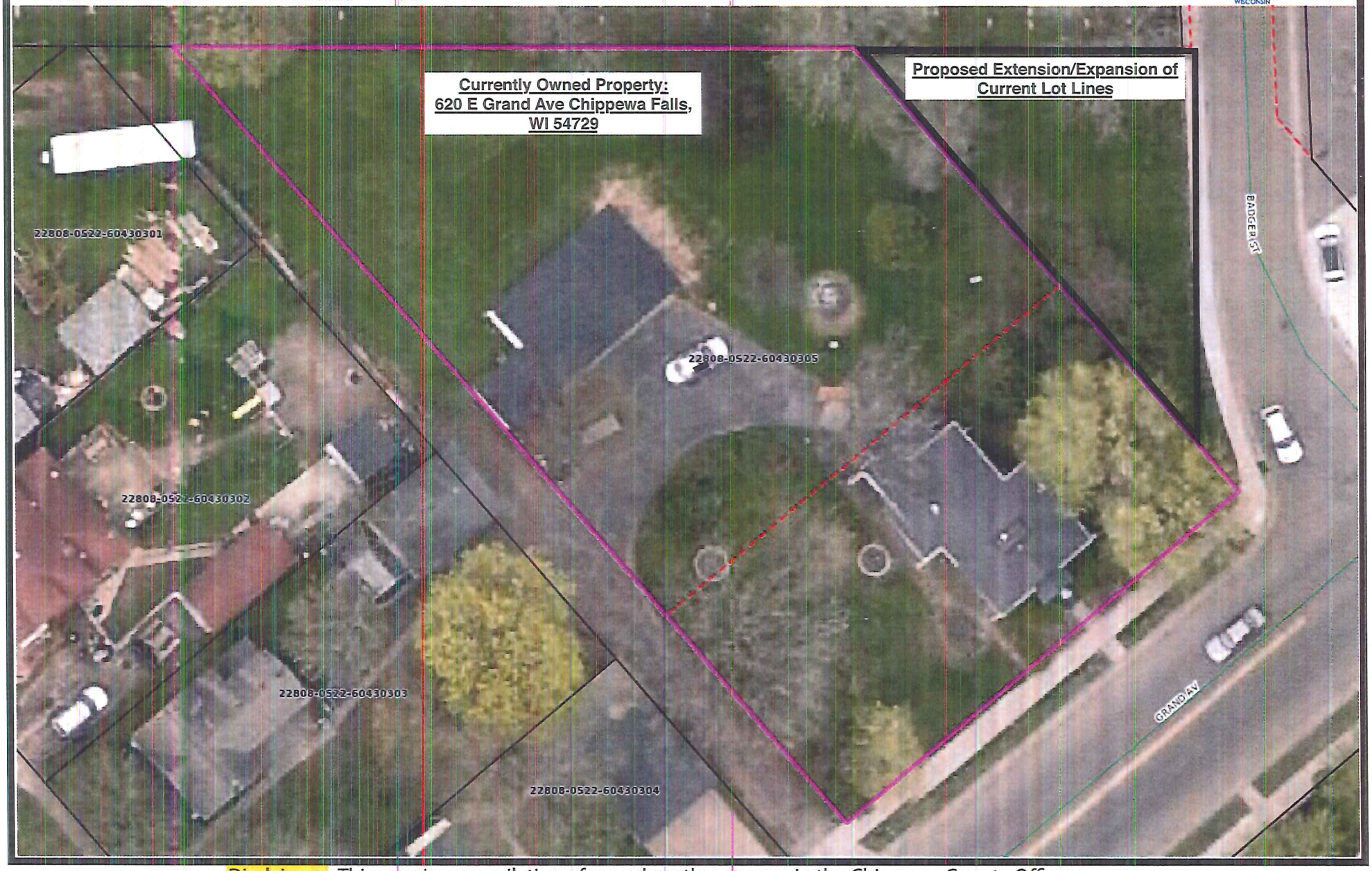
Printed 05/04/2020 Scale = 1:54'



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'



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