

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, October 20, 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 October 6, 2020 (*minutes to be distributed prior to meeting*).

(b) Approve minutes of the Special Council Meeting of October 13, 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** - None

5. **COMMUNICATIONS** – None

6. **REPORTS**

(a) Consider Board of Public Works minutes of October 12, 2020.

(b) Consider Plan Commission minutes of October 12, 2020.

(c) Joint Review Board minutes of October 20, 2020 (*minutes to be distributed prior to meeting*).

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

(a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of October 15, 2020 (*minutes to be distributed prior to meeting*).

(b) Consider Committee #4 Recycling, Computerization, Buildings and Intergovernmental Services minutes of October 20, 2020. (*minutes to be distributed prior to meeting*).

(c) Park Board minutes of October 13, 2020.

(d) Library Board minutes September 9, 2020.

8. **APPLICATIONS**

(a) Consider Street Use Permit Application from the Chippewa County Recycling Program for the Chippewa County Clean Sweep to be held on October 24, 2020 from 7:00 am – 12:15 pm at the Northern Wisconsin State Fairgrounds, 225 Edward Street, utilizing various City Streets (see attached application).

(b) Consider Application for Temporary Class “B” Beer Retailer’s License from the Chippewa Youth Hockey Association for the Chippewa Steel game to be held on October 29, 2020 at the Chippewa Area Ice Arena, 839 First Avenue.

(c) Consider conditional surrender from David and Cindy Welk of their Class “B” / “Class B” Intoxicating Liquor and Malt Beverage License predicated upon the granting of the licenses to Rumor Mill Pub & Grill, LLC, Holly Paskert, Agent.

(e) Consider Original Alcohol Beverage Retail License Application from Rumor Mill Pub & Grill, LLC, Holly Paskert, Agent, for a Class “B” / “Class B” Intoxicating Liquor and Malt Beverage License for the Rumor Mill Pub & Eatery located at 465 Chippewa Mall Drive.

(f) Consider Application for Class “B” Dance and Live Music License from Holly Paskert for the Rumor Mill Pub & Eatery, 465 Chippewa Mall Drive.

9. **PETITIONS** - None

10. **MAYOR ANNOUNCES APPOINTMENTS** - None

11. **MAYOR’S REPORT** - None

12. **REPORT OF OFFICERS** - None

13. ORDINANCES

(a) Consider Ordinance #2020-21 Entitled: An Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin.

(b) Consider Ordinance #2020-22 Entitled: An Ordinance Prohibiting Parking on a Portion of Lakeview Drive - §7.09(1)(b) of the Chippewa Falls Municipal Code.

(c) First Reading of Ordinance #2020-23 Entitled: An Ordinance Making the Speed Limit for all Streets in Irvine Park 15MPH, §7.02(3)(c) of the Chippewa Falls Municipal Code.

14. RESOLUTIONS

(a) Consider Resolution #2020-41 Entitled: Resolution Approving a Certified Survey Map (Lot #4 of CSM #4836, Lake Wissota Business Park).

(b) Consider Resolution #2020-42 Entitled: Tax Incremental District (TID) #4 Affordable Housing Extension Resolution.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider quotes for Chippewa Falls Public Works Base Course Crushing.

(b) Discuss and consider General Street Lighting Contract with Xcel Energy for Operations and Maintenance Services for Xcel-owned street lights on Wissota Green Parkway.

(c) Discuss and consider Development Agreement between the City of Chippewa Falls and Ryan Stelter for Stelter Ridge.

16. CLAIMS

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

17. CLOSED SESSION - None

18. ADJOURNMENT

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on October 16, 2020 at 3:30 pm by BNG.

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 Tuesday, October 13, 2020 in the City Hall Council Chambers. Mayor Greg Hoffman (remotely) called the meeting to order at 4:00 pm.

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, Police Chief Matt Kelm, Northern Wisconsin State Fair Executive Director Rusty Volk, and City Clerk Bridget Givens. **In-person** – Utility Office Manager Connie Freagon.

APPLICATIONS

Motion by Monarski/Olson to consider items (a) – (d) in one motion. **All present voting aye, motion carried.**

Motion by Monarski/Olson to approve items (a) – (d) as follows:

(a) Application for Temporary Class “B” Beer Retailer’s License from the Northern Wisconsin State Fair Association, Inc. for the Live in the Valley music event to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street, on October 17, 2020.

(b) Application for Class “E” Dance and Live Music License from the Northern Wisconsin State Fair Association for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on October 17, 2020.

(c) Application for Temporary Class “B” Beer Retailer’s License from the Northern Wisconsin State Fair Association, Inc. for the Live in the Valley music event to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street, on October 30-31, 2020.

(d) Application for Class “E” Dance and Live Music License from the Northern Wisconsin State Fair Association for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on October 30-31, 2020.

All present voting aye, motion carried.

ADJOURNMENT

Motion by Olson/Hull to adjourn at 4:01 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens
City Clerk

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, OCTOBER 12, 2020 – 5:30 PM**

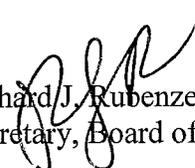
The Board of Public Works met in City Hall on Monday, October 12, 2020 at 5:30 PM. Attending remotely were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the September 14, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered moving the existing stop sign at the Northwest corner of the intersection of Dockside Way and 160th Street to the Northeast corner of Dockside Way and Wissota Green Parkway as shown on the attachment. Director of Public Works Rubenzer stated that the existing stop sign had been placed many years ago. Wissota Green Parkway was opened in 2019 and extended to the north and is now the through street for subdivision traffic.
Motion by Senn, seconded by Olson to recommend the Common Council approve that the City of Chippewa Falls Code of Ordinances be revised to move a stop sign from the Northwest corner of the intersection of Dockside Way and 160th Street to the Northeast corner of Dockside Way and Wissota Green Parkway. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached draft Developers Agreement for the Stelter Ridge Subdivision. Director of Public Works Rubenzer suggested adding a change that the developer be responsible for all infrastructure installed prior to the annexation being approved and the Developers Agreement being signed subject to Attorney Ferg's review, addition of the change and approval.
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached Developers Agreement for the Stelter Ridge Subdivision conditioned upon;
 - 1) Addition of a condition that the developer be responsible for all infrastructure installed prior to the annexation being approved and the Developers Agreement being signed, inserted by Attorney Ferg.
 - 2) Annexation of the Stelter Ridge Subdivision.
 - 3) Review and approval of the Developers Agreement by Attorney Ferg.**Voting aye were Hoffman, Olson, Bauer and Rubenzer. Recusing himself and abstaining from the vote was Senn. Motion was approved on a 4-0 vote with one abstention.**

4. **Motion** by Olson, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:39 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on Monday, September 21, 2020 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, SEPTEMBER 21, 2020

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, September 16, 2020 at 9:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 14, 2020 – 5:30 PM**

The Board of Public Works met remotely via Webex on Monday, September 14, 2020 at 5:30 PM. Present were Board Members Director of Public Works Rick Rubenzer, P.E., Darrin Senn, Alderperson Paul Olson and Finance Manager Lynne Bauer. Absent was Mayor Greg Hoffman.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the August 24, 2020 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works discussed parking concerns in Lake Wissota Business Park. Complaints have been received about obstructed view issues around driveways and the intersection of Lakeview Drive and Lakeland Drive caused by semi-trucks and trailers parking on the said two streets. Also there have been complaints about trash on the boulevard. Alderperson Olson suggested no parking from 30 feet west of the west Nordson EDI driveway entrance to STH #178. Darrin Senn asked if prohibiting overnight parking was the solution. Director of Public Works Rubenzer and Olson both voiced the opinion to try the suggested plan first.
Motion by Olson, seconded by Rubenzer to recommend the Common Council prohibit parking on the south side of Lakeview Drive from thirty feet west of the west driveway entrance to Nordson EDI to State Trunk Highway #178. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer nominated Darrin Senn as Board of Public Works Vice-President. There were no other nominations and Darrin Senn agreed to serve as Board of Public Works Vice-President.
Motion by Rubenzer, seconded by Olson to close nominations and cast a unanimous vote for Darrin Senn as Board of Public Works Vice-President. **All present voting aye except Senn who recused himself and abstained from the vote. MOTION CARRIED.**

4. Director of Public Works Rubenzer presented the attached summary of qualifications and proposals of Engineering/Architecture services for the Public Works Commodity Building Project. Director of Public Works Rubenzer stated that both companies that submitted qualifications appeared to be very qualified with excellent experience.
Motion by Olson, seconded by Bauer to recommend the Common Council approve the qualifications and \$8,480 proposal of CBS Squared and award design, bidding and construction administration of the City Public Works Commodity Building Project to the said company. **All present voting aye except Rubenzer who recused himself and abstained from the vote. MOTION CARRIED.**

5. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:44 P.M.


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

CHIPPEWA COUNTY

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DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of October 07, 2020 between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Ryan Stelter, a individual property owner ("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 Stelter Ridge, a copy of which is attached hereto as Exhibit "A." The preliminary plat of Stelter Ridge was approved by the City Plan Commission on August 10, 2020 and by the City Council on August 25, 2020.

(b) Development. Developer desires to develop and construct the Stelter Ridge Development (the "Development") upon the Property. Upon approval of the final Plat of Stelter Ridge 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 prepare eleven (11) residential lots. (10) of such lots are to be for the future construction of single-family residential homes and related improvements on the property (the "Development"). The (10) lots designated for future construction are to be annexed into the City of Chippewa Falls and will be served by City services. Developer intends to begin construction of the Development in 2020, with all the lot preparation and related improvements to be completed by 2021. The vacant lots will be sold and residential home construction will be the responsibility of the purchaser.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 28.6 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Stelter Ridge.

Section 1.3 Order of Construction. Developer will initially construct a new city street, one residential buildings and related improvements. Construction of the remaining vacant lots will continue as lots are sold.

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, 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.

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 NoDisability. Developer knows of no legal disability that would prevent it from carrying out this Agreement.

Section 2.2 ExecutionNoViolation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which Developer is a party.

Section 2.3 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,

Section 2.4 Compliance. Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

Developer will install the Public Improvements in accordance with the provisions in this section.

Section 3.1 FinalPlatApproval. Provided that Developer is not in default of this Agreement, City will approve the Final Plat in advance of acceptance of the Public Improvements within the Final Plat.

Section 3.2 Contracts for Work. The Public Improvements will be constructed and installed prior to such buildings and improvements being constructed. Building permits will not be issued prior to Public Improvements being constructed and installed. 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

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contractor has failed in each case to commence making satisfactory progress toward completion of the work within seventy-two (72) hours of such notice.

(2) Failure to comply with the Plans and Specifications or to correct deficiencies after contractor has been given three (3) notices by Developer and contractor has failed in each case to meet the Plans and Specifications or correct deficiencies within seventy-two (72) hours of such notice.

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developer will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer Or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on the Public Improvements, Developer shall provide to City either an irrevocable letter of credit or a performance bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of all of the Public Improvements. A performance bond or irrevocable letter of credit is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. The performance bond or irrevocable letter of credit shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond or irrevocable letter of credit be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

Each performance bond or irrevocable letter of credit will provide that City may draw upon it for the full face amount of the cost of curing any default of Developer hereunder after City has provided written notice to Developer describing the default and Developer has not cured such default within ten (10) days of receipt of such notice.

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

ARTICLE 5 - DEVELOPERS RESPONSIBILITY

Section 5.1 Easements. Developer will execute and deliver to City upon request and without charge, permanent easements for the location, construction, installation and operation of the Public Improvements on the Property as designated in the Plans and Specifications or will execute and deliver to City upon request and without charge, a deed or deeds for the portions of the Property on which the Public Improvements are located, which easements and deeds shall be in form and content satisfactory to City.

Section 5.2 Inspection. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control of the Public Improvements, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management.

Developer shall pay the City for engineering and construction observation of the Public Improvements performed by the City Engineer. Such engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the work, coordination for final inspection and acceptance, and processing of request for reduction in security.

Section 5.3 Engineering Data. Developer, through its engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in carrying out the City Engineer's duties under this Agreement in order to ensure that the Public Improvements conform to the Plans and Specifications.

Section 5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

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

(a) 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. Refer to Exhibit D for approved haul route.

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: Ryan Stelter
15331 STH 124
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.

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STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this _____ day of October, 2020, the above-named Ryan Stelter, who to be stated that he is the Owner and Developer, 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 _____

List of Exhibits

- Exhibit A Draft of Preliminary Plat
- Exhibit B Legal Description of the Property
- Exhibit C Description of the Public Improvements and Estimates of Costs
- Exhibit D Haul Route

Exhibit A Draft
of Final Plat
[to be attached]

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Exhibit B
Legal Description of the Property

Legal description for Stelter Ridge:

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Exhibit C
Description of the Public Improvements and Estimates of Costs
[to be attached]

Exhibit D
Haul Route Map
[to be attached]

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, OCTOBER 12, 2020– 6:30 PM**

The Plan Commission met in City Hall on Monday, October 12, 2020 at 6:30 P.M. Attending remotely were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Dan Varga was absent. Also attending remotely was Paul Zillmer representing U-Haul.

1. **Motion** by Smith, seconded by Tzanakis to approve the minutes of the September 14, 2020 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered election of a vice-chairperson. Commissioner Smith nominated Tom Hubbard for re-election.
Motion by Smith, seconded by Cihasky to close nominations and cast a unanimous vote for Tom Hubbard as vice-chairperson of the Plan Commission. **All present voting aye. Motion Carried.**

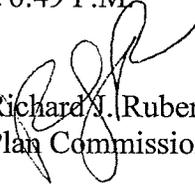
3. The Plan Commission considered a Certified Survey Map for Lot #4 of CSM #4836 in Lake Wissota Business Park between Commerce Parkway on the West and Seymour Cray Sr. Blvd./STH #178 on the East. Director of Public Works Rubenzer suggested some minor changes including better description of the Harrison Monument, abbreviations must be listed and extension of lot lines for non-dedicated roads.
Motion by Misfeldt, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map for Lot #4 of CSM #4836 in Lake Wissota Business Park between Commerce Parkway on the West and Seymour Cray Sr. Blvd./STH #178 on the East conditioned on;
 - 1) Receipt of the Certified Survey Map review fees.
 - 2) Minor changes listed above be made to the Certified Survey Map.**All present voting aye. Motion carried**

4. The Plan Commission considered the attached application to amend Conditional Use Permit Resolution No. 2017-02 and allow U-Haul to construct eighteen additional ten foot by ten foot outdoor storage units. Director of Public Works Rubenzer noted that twenty-two ten foot by twenty-five foot units were shown on the submitted site plan. Mayor Hoffman noted the existing units along the east side of the U-Haul site weren't shown on the site plan. He continued that the decorative skirts on the existing units made them more aesthetically pleasing. Paul Zillmer of U-Haul joined by phone and stated that U-Haul would complete the decorative skirts on the existing units and also add them to the proposed eighteen additional ten foot by ten foot units. Commissioners commented that U-Haul was a good neighbor, an appropriate use of the existing site, somewhat attractive in appearance and convenient for Chippewa Falls residents.
Motion by Misfeldt, seconded by Hubbard to recommend the Plan Commission conduct a public hearing to consider amending Conditional Use Permit Resolution No. 2017-02 and allow U-Haul to construct eighteen additional ten foot by ten foot outdoor storage units. Public hearing to be scheduled upon;

- 1) Receipt of the \$300 legal advertising fee.
- 2) Proper notification of adjacent property owners.
- 3) Submission of a revised to scale site plan showing;
 - a) the proposed additional eighteen ten foot by ten foot storage units near the north property line.
 - b) the existing sixty eight foot by twenty four foot storage units along the east property line.
 - c) the “temporary” ten existing ten foot by ten foot units near the north side of the lot.
 - d) the tent canopy structure for storing returned trailers.
 - e) dimensions from all units to lot lines.
- 4) U-Haul completing the decorative skirting on the east property line units and the proposed eighteen new units.

All present voting aye. Motion carried.

5. **Motion** by Tzanakis, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:49 P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, SEPTEMBER 14, 2020 – 6:30 PM**

The Plan Commission met in City Hall on Monday, September 14, 2020 at 6:30 P.M. Attending remotely were Commissioners Dennis Doughty, Dave Cihasky, Greg Misfeldt, Mike Tzanakis, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer and Vice-Chairperson Tom Hubbard. Absent were Mayor Greg Hoffman and Commissioners Dan Varga. Also attending remotely was Mike Rowan.

1. **Motion** by Tzanakis, seconded by Misfeldt to approve the minutes of the August 10, 2020 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached annexation petition for Parcel #22809-0132-00020000 and Parcel #22809-0133-02510000, Part of the NW ¼ of the SW ¼ and part of the SW ¼ of the SW ¼, Section 1, T28N, R9W, Town of Wheaton, Chippewa County, Wisconsin. Commissioner Hubbard noted that the plat of Stelter Ridge had been considered at the August 10, 2020 Plan Commission meeting and had been approved at the following Council meeting. Commissioner Cihasky listed a concern about the diameter of the cul-de-sac “bulb” and the length of the cul-de-sac. Director of Public Works Rubenzer stated that the cul-de-sac “bulb” radius exceeded the minimum radius listed in Chapter 18 of the Chippewa Falls Municipal Code. He continued that the 1200’ length exceeded the 500’ maximum cul-de-sac length set forth in Chapter 18 and should have emergency services review and approval. He stated that there wasn’t room for additional outlets from Stelter Ridge because the subdivision was bound by USH #53 on the west, a steep slope on the south and the Middle School and existing residential development on the east.
Motion by Tzanakis, seconded by Misfeldt to recommend the Common Council approve an annexation of Parcel #22809-0132-00020000 and Parcel #22809-0133-02510000, Part of the NW ¼ of the SW ¼ and part of the SW ¼ of the SW ¼, Section 1, T28N, R9W, Town of Wheaton, Chippewa County, Wisconsin contingent on a successful review and approval of emergency services.. **All present voting aye. Motion carried.**

3. The Plan Commission considered zoning Stelter Ridge Plat R-1B Single Family Residential District. Director of Public Works Rubenzer noted that the adjacent neighborhoods of Stelter Ridge in the City of Chippewa Falls had a R-1B Single Family Residential zoning designation.
Motion by Misfeldt, seconded by Smith to recommend the Common Council approve zoning Stelter Ridge Plat R-1B Single Family Residential District. **All present voting aye. Motion carried.**

4. **Motion** by Tzanakis, seconded by Cihasky to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:49 P.M.


Richard J. Rubenzer, P.E., Secretary
Plan Commission

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Plan Commission XXX

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

Will be held on **Monday, September 7, 2020 at 6:30 P.M.** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If unable to attend the meeting, please notify the Engineering Dept. by calling 726-2736.

NOTE:

THE PLAN COMMISSION MEETING

FOR

MONDAY, SEPTEMBER 7, 2020

IS

CANCELLED

DUE TO THE HOLIDAY

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

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

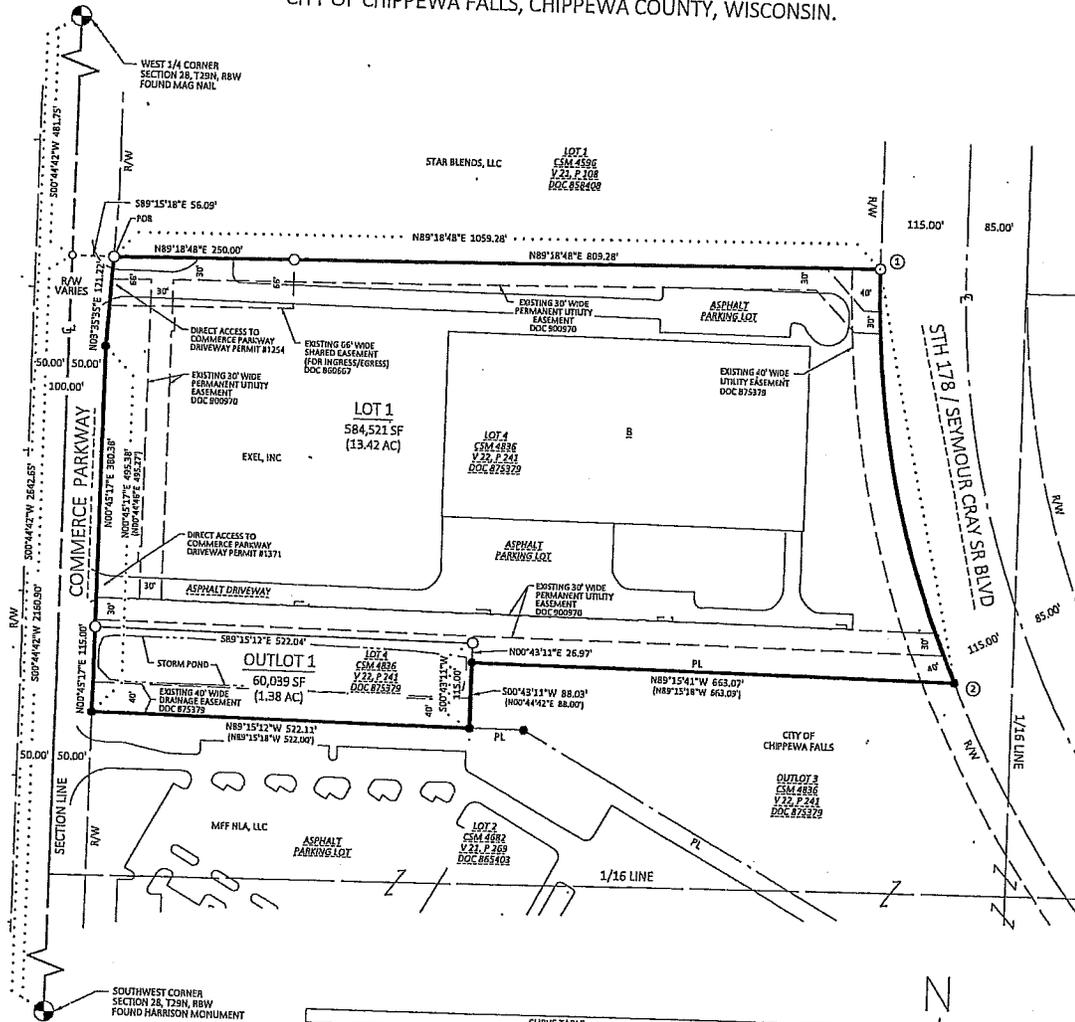
CERTIFICATION

I hereby certify that a copy of this agenda was placed in the Chippewa Herald mail box, 1st Floor, City Hall and also posted on the City Hall Bulletin Board on Tuesday, September 1, 2020 at 11:00 A.M. by Mary Bowe.

FOR
R212V2W ONLY

CHIPPEWA COUNTY CERTIFIED
SURVEY MAP NO. _____

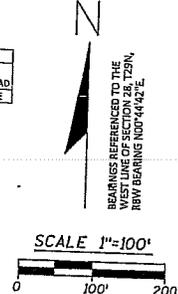
ALL OF LOT 4, CSM 4836, V 22, P 241, DOC 875379,
LOCATED IN PART OF THE NW 1/4 - SW 1/4, SEC 28, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



CURVE TABLE							
CURVE	RADIUS	LONG CHORD	LONG CHORD BEARING	CENTRAL ANGLE	TANGENT	ARC LENGTH	TANGENT BACK
3-2	3388.24'	567.68'	S 31° 28' 05" E	23° 35' 44"	289.98'	571.71'	5 00' 39" 47" W
							5 23' 15" 58" E

LEGEND

- ...SET 3/4" X 18" IRON REBAR WEIGHING 1.502 LBS/LF
- ...FOUND 3/4" DD IRON REBAR
- ...COMPUTED POINT
- ⊙ ...GOVERNMENT CORNER MONUMENT (AS NOTED)
- () ...RECORDED AS
- R/W ...RIGHT-OF-WAY
- REBAR ...REINFORCING BAR
- LF ...LINEAR FOOT
- POB ...POINT OF BEGINNING
- DOC ...DOCUMENT
- T29N ...TOWNSHIP NORTH
- R14W ...RANGE WEST
- V ...VOLUME
- P ...PAGE
- SF ...SQUARE FEET
- AC ...ACRES
- DD ...OUTSIDE DIAMETER
- LBS ...POUNDS
- CL ...CENTER LINE
- B ...BUILDING
- PL ...PROPERTY LINE
- CSM ...CERTIFIED SURVEY MAP
- ...SECTION LINE
- ...PROPERTY LINE
- ...LOT LINE
- ...EASEMENT
- ...R/W LINE
- ...STORM POND



NOTES

THE RECORDING OF A CERTIFIED SURVEY MAP DOES NOT TRANSFER OWNERSHIP. DEEDS MUST ALSO BE EXECUTED TO COMPLETE THIS LAND DIVISION.

A TITLE SEARCH WAS NOT COMPLETED FOR THIS SURVEY.

FIELD SURVEY COMPLETED ON 9/4/20

PREPARED FOR:
DHL REAL ESTATE SOLUTIONS
360 WESTAR BLVD
WESTERVILLE, OH 43082-7627

PREPARED BY:
NEIL C. BOWE, PLS 2827
770 TECHNOLOGY WAY
CHIPPEWA FALLS, WI 54729

DATE: _____
SIGNED: _____

CHIPPEWA COUNTY CERTIFIED
SURVEY MAP NO. _____

ALL OF LOT 4, CSM 4836, V 22, P 241, DOC 875379,
LOCATED IN PART OF THE NW 1/4 - SW 1/4, SEC 28, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, NEIL C. BOWE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY: THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 4,
CSM 4836, V 22, P 241, DOC 875379, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE S00°44'42"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF
THE SOUTHWEST 1/4, A DISTANCE OF 481.75 FEET; THENCE S89°15'18"E, A DISTANCE OF 56.09 FEET TO THE NORTHWEST CORNER OF SAID
LOT 4 OF CSM 4836 AND THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, BEING THE POINT OF BEGINNING; THENCE
N89°18'48"E, ALONG THE NORTHERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 1059.28 FEET TO THE WESTERLY RIGHT-OF-WAY LINE
OF STH 178 / SEYMOUR CRAY SR BLVD; THENCE 571.71 FEET, ALONG AN ARC OF A CURVE TO THE LEFT AND THE EASTERLY LINE OF SAID LOT 4
OF CSM 4836 AND WESTERLY RIGHT-OF-WAY LINE OF STH 178 / SEYMOUR CRAY SR BLVD, CONCAVE TO THE EAST, HAVING A RADIUS OF
1388.24 FEET, THE LONG CHORD OF WHICH BEARS S11°28'05"E, 567.68 FEET; THENCE N89°15'41"W, ALONG THE SOUTHERLY LINE OF SAID
LOT 4 CSM 4836, A DISTANCE OF 663.07 FEET; THENCE S00°43'11"W, ALONG THE EASTERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF
88.03 FEET; THENCE N89°15'12"W, ALONG THE SOUTHERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 522.11 FEET TO THE WESTERLY
LINE OF SAID LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY; THENCE N00°45'17"E, ALONG SAID WESTERLY
LINE OF SAID LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, A DISTANCE OF 495.38 FEET; THENCE
N03°35'35"E, ALONG SAID WESTERLY LINE OF LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, A DISTANCE
OF 121.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 644,561 SQUARE FEET (14.80 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD.

THAT I HAVE MADE SUCH A SURVEY AT THE DIRECTION OF DHL REAL ESTATE SOLUTIONS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF s.236.34 OF THE WISCONSIN STATUTES, A-E 7 WI ADMINISTRATIVE CODE AND THE
SUBDIVISION CONTROL ORDINANCE FOR THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE
SAME.

I, NEIL C. BOWE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY IS CORRECT AND ACCURATE
TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 21ST DAY OF SEPTEMBER, 2020.

NEIL C. BOWE
S-2827

CITY OF CHIPPEWA FALLS APPROVAL

THIS CERTIFIED SURVEY MAP IS APPROVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS THIS

_____ DAY OF _____, 2020.

GREG HOFFMAN, MAYOR

DATE

BRIDGET GIVENS, CITY CLERK

DATE



PREPARED FOR:
DHL REAL ESTATE SOLUTIONS
360 WESTAR BLVD
WESTERVILLE, OH 43082-7627

PREPARED BY:
NEIL C. BOWE, PLS 2827
770 TECHNOLOGY WAY
CHIPPEWA FALLS, WI 54729

DATE: _____
SIGNED: _____

Date Filed: 10-6-2020

Fee Paid: \$25.00 Date: 10-6-2020 TR#: 62108

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A CONDITIONAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Plan Commission of the City of Chippewa Falls, WI, for a Conditional Use Permit as authorized by the Chippewa Falls Zoning Code, Section 17.47, for the following described property:

Address of Property: 409 E Prairie View Rd Chippewa Falls WI 54729.
(4428)

Lot#: _____ Block#: _____ Subdivision: _____ Parcel# 22808-1722-70801001

Legal Description: NW NW PRT CSM #801 LEASED PCL BEG @ NE COR CSM #801; S 622.50', W 170' N 155' W 129.40' N 45D W 21.21', W 385' N 69 D E 311.83', E 406.60' TO POB CSM IN VZ P380 DOC#47918.

Zoning classification of property: C-2 General Commercial

Purpose for which this Permit is being requested: Adding additional out door storage units along the Northside of the building.

Existing use of property within 300 feet of subject property: (List or attach map)

Cardinal Family Eye Care - 509 E South Ave
Foxboro Property Management - 493, 495, 497 E South Ave
Chippewa Yellow Bus Co - 510 South Ave

Recite any facts indicating that the proposed use will not be detrimental to the general public's interest, the purposes of this Chapter and the general area in which it is located:

Safe and secure individual storage units with minimal after hour use. Quality curb appeal. Affordable storage option.

Operational plans of the proposed use:

Hours of Operation: 7am - 7pm Mon-Thu and ~~Sat~~ ^{Sat} 7am - 8pm Fri 9-5 Sun
Days of Operation: Mon-Sun
Number of Employees: 8 Part-time 2 Full-time

Capacity:

Number of Units: N/A
Size: _____
Number of Residents/Children: _____
Ages: _____
Other: _____

Building plans:

Existing buildings: No change
Proposed buildings: Adding additional outside storage units - Total 18 size of units - 10x10
Use of part of building: N/A
Proposed additions: None
Future additions: None

Change in use: Exterior self storage

Outside appearance: Self contained storage units - See Attached pictures of example

Number of buildings: Total of 3 buildings each building containing 6 units

Planting & Landscaping:

Type: No change

Timetable: _____

Screening:

Type: None

Fences: None

Type: _____

Height: _____

Location: _____

Earth Bank:

Planting: N/A

Maintenance: N/A

Other: N/A

Lights:

Number of lights: No change in lighting

Location: N/A

Hours: N/A

Type: N/A

Signs:

Type: No change to signage

Lighted: _____

Size: _____

Location: _____

Setbacks: _____

Drives:

Number of: No change

Location: _____

Width: _____

Parking:

Number of stalls: Removing roughly 26 parking stalls

Location of stalls: North of building

Setbacks: N/A

Surfacing: N/A

Screening: N/A

Drainage:

Storm sewer: No Change

Rock beds: _____

Detention pond: _____

Retention pond: _____

Submit site plan showing property line, buildings and other structures.

List any additional information being submitted with this permit application: _____

Offering inexpensive option to interior self storage, taking advantage of large parking lot from previous business

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

Amerco Real Estate,
2727 N. Central Ave. Phoenix, AZ 85004.

Phone #: 800-528-0463.

Email: _____

Signature: Paul Zillmer

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Petitioner(s)/Address(es):

Paul Zillmer- Owners Representative.
409 E Prairie View Rd Chippewa Falls WI 54729.

Phone #: 715-897-0929.

Email: paul_zillmer@uhaul.com

Signature: Paul Zillmer

Phone #: _____

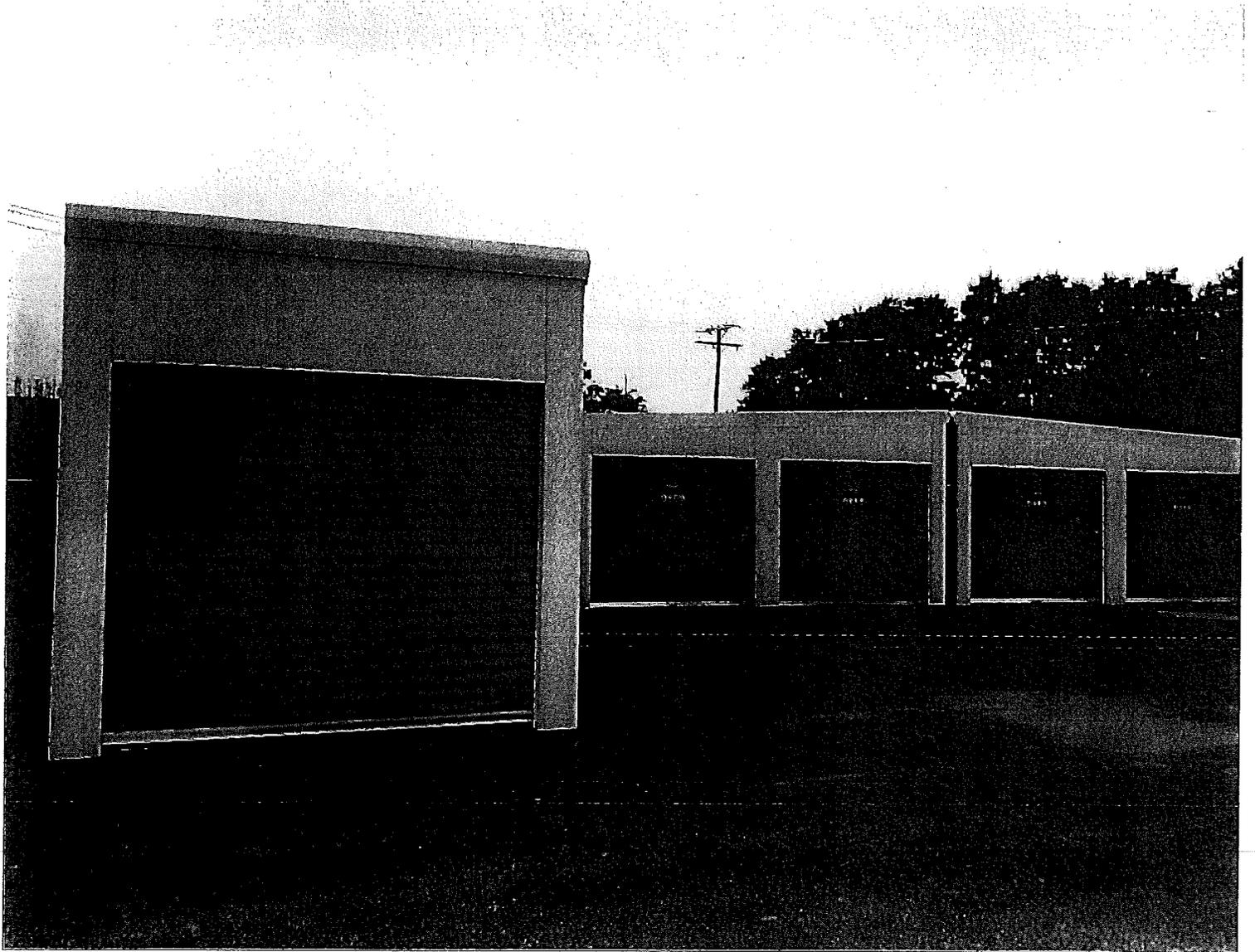
Email: _____

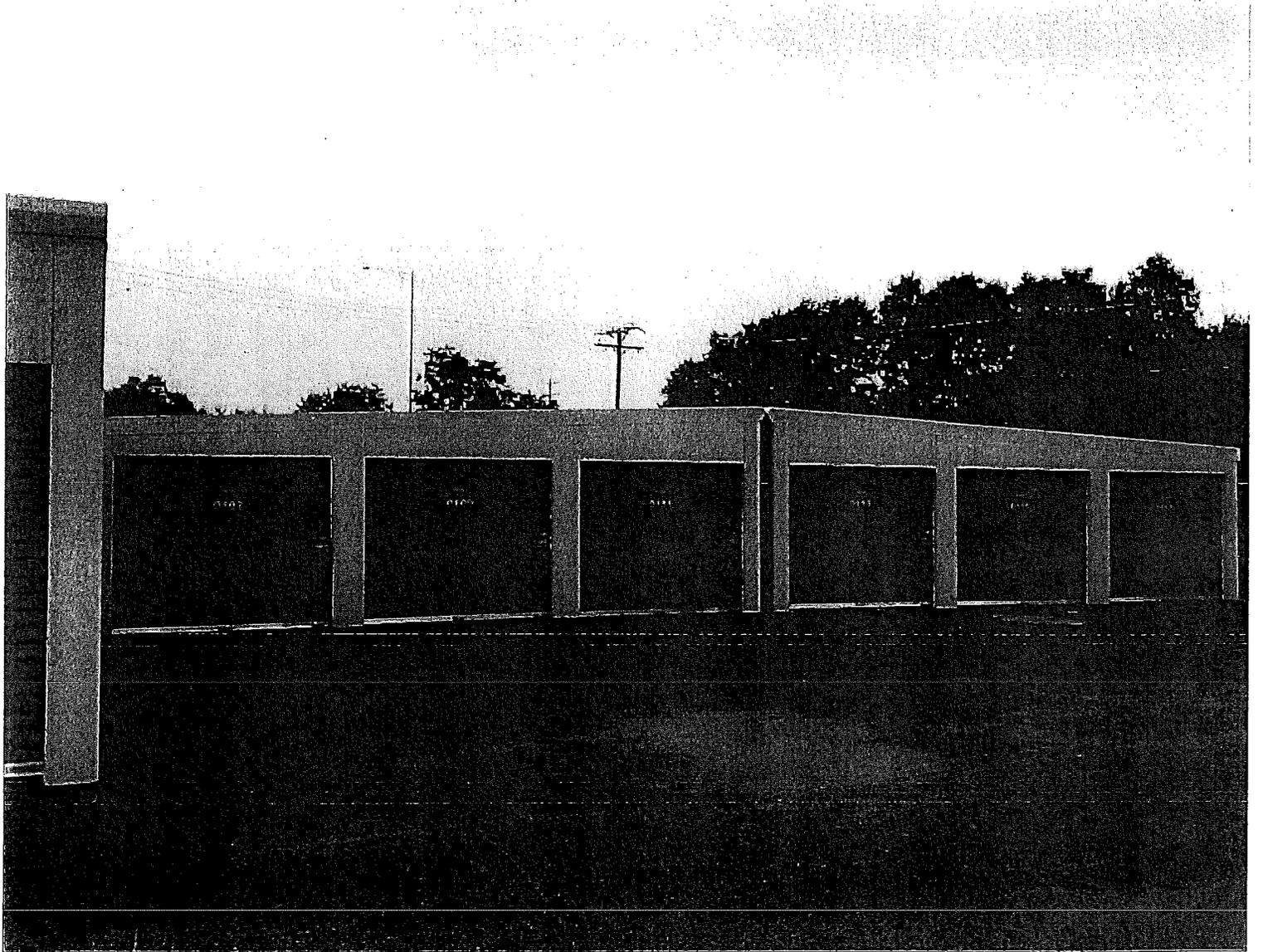
Signature: _____

Phone #: _____

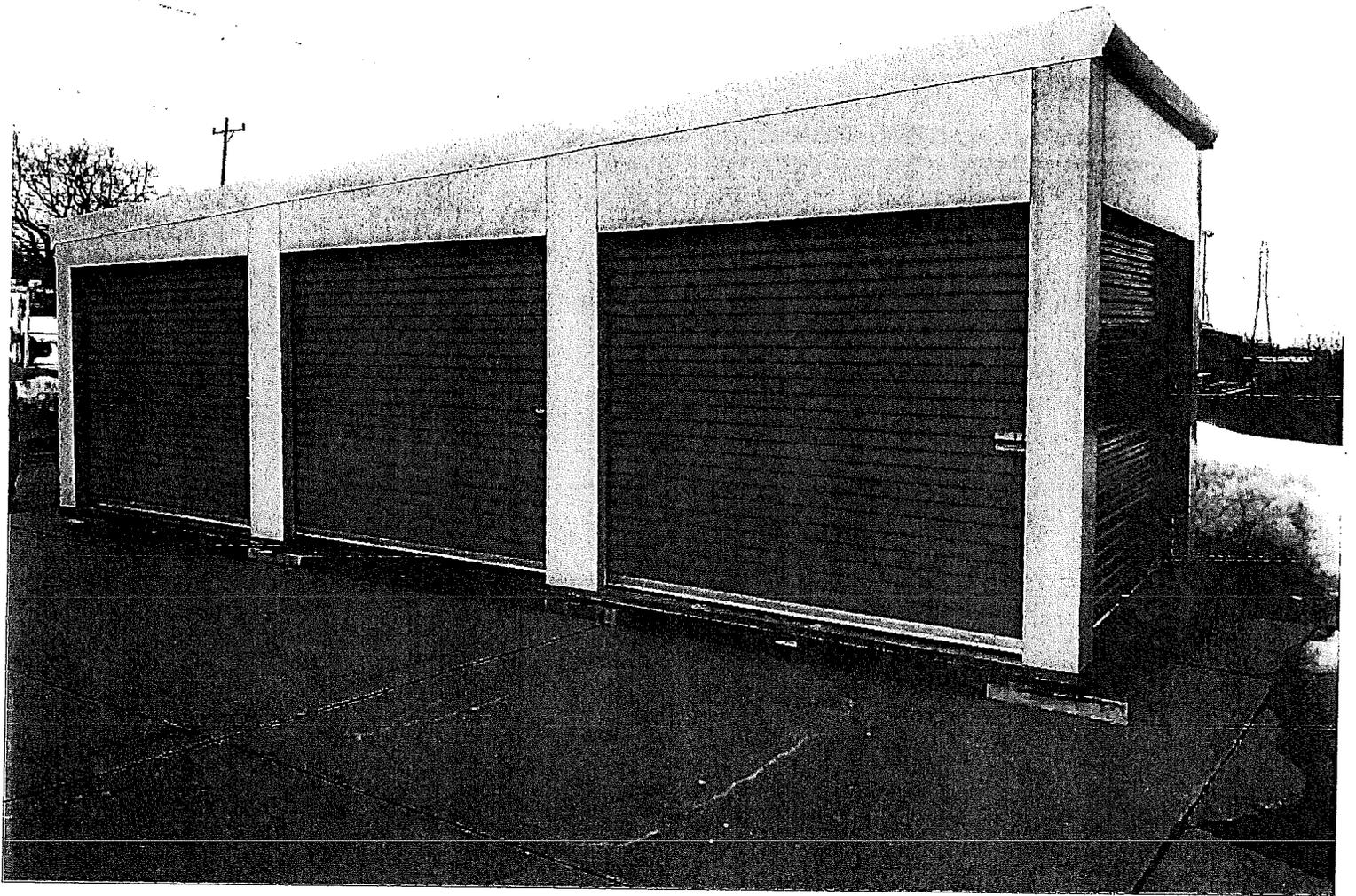
Email: _____

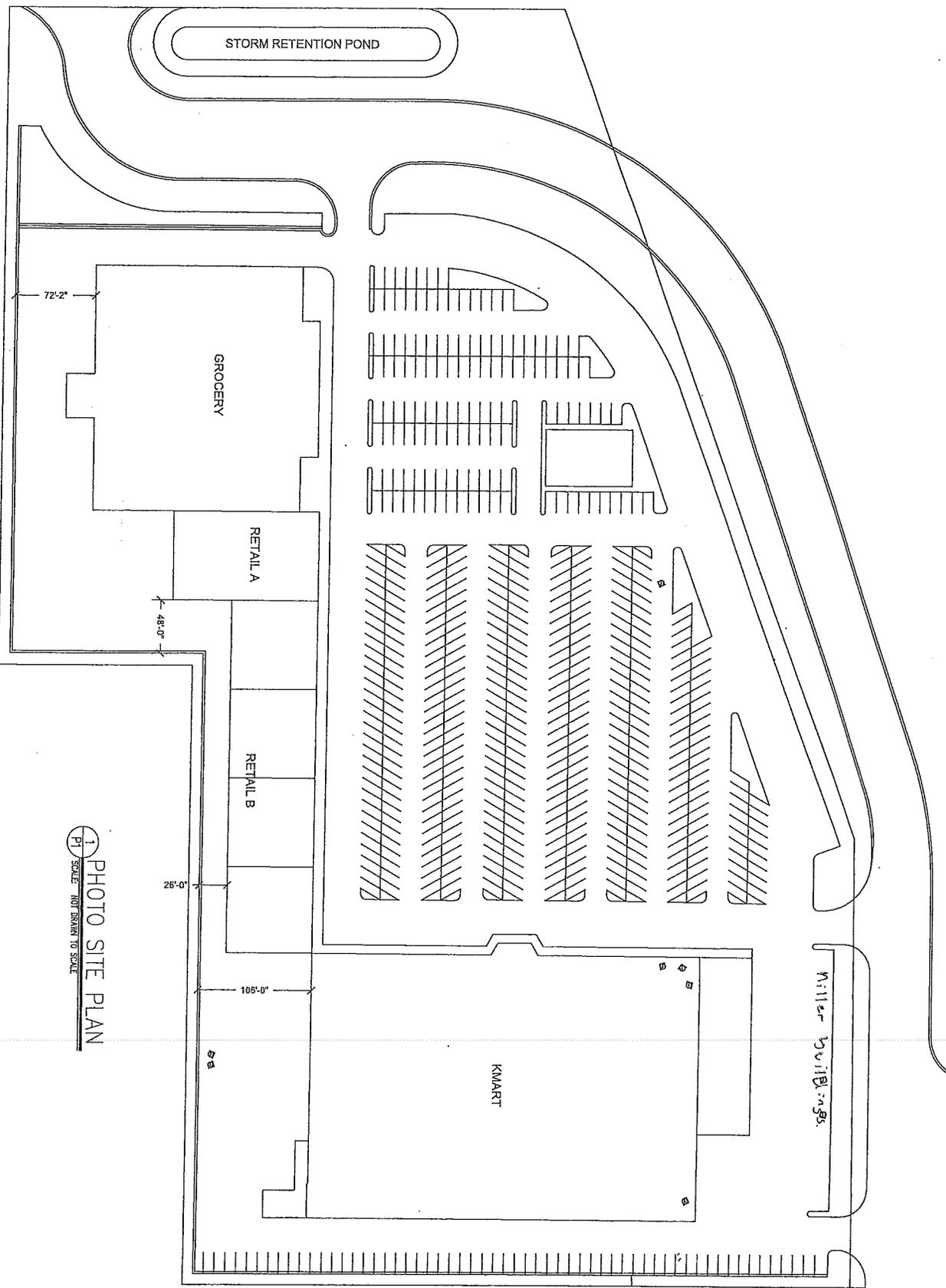
Signature: _____











1 PHOTO SITE PLAN
 P1 SCALE: NOT DRAWN TO SCALE

SHEET P1	PHOTO SITE PLAN	PROJECT #:	17-34	MARK DATE DESCRIPTION	THIS DRAWING IS A PROFESSIONAL ENGINEERING DESIGN AND IS THE PROPERTY OF DRL DRAFTING & DESIGN. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DRL DRAFTING & DESIGN. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO DRL DRAFTING & DESIGN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO DRL DRAFTING & DESIGN.
		ISSUE DATE:	6-18-17	REVISIONS	
		DESIGNED BY:	JJP		
		DRAWN BY:	JJP		
EXISTING KMART CHIPPEWA FALLS, WI		DRL DRAFTING & DESIGN CHIPPEWA FALLS, WI 715-728-8058 WWW.DRLDD.COM			

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, October 13, 2020

1. Call to order by Carmen Muenich at 6:02 p.m.

Roll Call: Members Present: Audrey Stowell, Carmen Muenich, Justin Agnew, Beth Arneberg (via Zoom) and Rob Kiefer (via phone). Absent: Dale Berg and John Abbe

Staff present: Dick Hebert and Angela George.

2. Approval of Minutes: September 8, 2020. **Motion by Stowell/Agnew to approve minutes of September 8, 2020. Motion passed.**
3. Personal Appearances By Citizens. None.
4. Discuss/Consider Special Event Applications. None.

John Abbe arrives.

5. Discuss/Consider

- a. 2020 Thorpe Foundation Funding Request. There is \$162,063.00 available to disperse from the Thorpe Foundation. Dick makes recommendation that the monies be used for the Flag Hill bathrooms. **Motion by Arneberg/Kiefer that the funds from Thorpe Foundation, \$162,063.00 be used for the Flag Hill Renovation project, with the bathrooms having priority. Motion passed.**
- b. Improvements and Master Plan for Flag Hill. Dick has received information for a block-built bathroom with a larger maintenance room. Discussed preparing the stewardship grant for this project in-house. Dick will inquire about the possible timeline of the project.
- c. Erickson Park Improvements, Rules, Policies and Fees. Dick reports grant is complete; the girl scouts' projects are close to being done; donor wall is almost done; and signage for grants will be done. Dick also indicates that the Rotary Club and Master Gardeners will be planting needed trees at Erickson Park.
- d. Riverfront Park Improvements, Rules, Policies and Fees. Water spigots for food trucks have been installed. Fiber for WiFi and security cameras is being run this fall.
- e. Park Signage. Dick gives update.
- f. Director Report.
 - A new concrete sidewalk from the main pavilion to the new playground and from the parking lot to new playground will be installed to make playground piece handicap-accessible.
 - Continuing to develop the final design for the disk golf course. Dick has submitted a grant for the crushed granite trail in the amount of \$7,880.

- Dick indicates there have been requests to reserve the big shelter at Erickson Park on the weekends and suggests we consider in the future. Parking is a concern if more than one shelter reserved.
 - Next month's meeting will be in the basement of City Hall.
 - Discussed History Center's use of Marshall Park parking
- g. Recreation Report. Angela reports that there won't be a Run for the Lights 5K; however, she has sent out fundraising letters and will be distributing Christmas bulbs for purchase.
6. Approve Claims. **Motion by Abbe/Agnew to approve claims in the amount of \$74,728.42. Motion passed.**
7. Park Board Members' Concerns or Comments. Duck pond repairs will be reviewed when the water is drained. Discussed possibility of installing sidewalk from duck pond all the way to bridge.
8. Adjournment. **Motion by Muenich/Arneberg to adjourn at 6:45 p.m. Motion passed.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
September 9, 2020**

1. Call to Order

Meeting was called to order by President Hiess at 5:00 p.m. at City Hall Council Chambers.

2. Roll Call of Members

Members Present: Ambelang, Drehmel, Hiess, Jones, King, Newton, Russell

Others Present: Director Joe Niese, Confidential Administrative Assistant Deb Braden

3. Approval of Agenda

Motion by King seconded by Jones to approve the agenda. All present Voting Aye. Motion carried.

4. Disposition of the minutes of the Board of Trustees meeting of August 12, 2020.

Motion made by Jones, seconded by King to approve the minutes of the Board of Trustees meeting of August 12, 2020. All present Voting Aye.

5. Disposition of the vouchers to be paid from the 2020 budget after September 15, 2020.

Motion made by Russell seconded by Drehmel to approve the vouchers to be paid from the 2020 budget after September 15, 2020. Roll Call Vote: Voting Aye: Ambelang, Drehmel, Hiess, Jones, King, Newton and Russell. Motion carried.

6. Public Appearances

None

7. Correspondence

None

8. Management report

Director Niese presented highlights from the Management Report. The wrap up of the Summer Program is happening. The Children's Department did an outstanding job this summer with their virtual programming. It was well received by the public. The Library is working on broadening its services this year.

9. Committee Reports

a) None

10. Current Business

a) Library Reopening Progress

There was a nice article about the Library opening in the Leader Telegram. The news stations also carried our opening strategy. Two of the pages have returned to help with the monitoring of the doors. The doors are no longer locked when we are opened to the Public. The curb site will discontinue when the winter weather comes. Advance notice of when it will discontinue will be advertised to Patrons. We might be stepping up on home deliveries. We will continue to follow the County requirements for number of patrons allowed in the building at a time period.

b) Fall Schedule

At this time, we will continue with the hours we are doing. We will wait until the risk for the County goes down to extend hours.

c. Library Budget 2021

Motion was made by Russell, seconded by Drehmel to approve the 2021 budget as presented at this time. Roll Call Vote. Voting Aye: Ambelang, Drehmel, Hiess, Jones, King, Newton and Russell. All Voting Aye. Motion carried.

11. Announcements

The Scrabble Bee is being held September 10th and it is virtual. Connie Russell, Mary Ann King, Jessi Peterson and Joe Niese are participating on behalf of the Friends of the Library.

12. Items for future consideration

- a) Reports from staff members about the COVID-19 change in their departments.
- b). Changes in Job Descriptions
- c) Talk about when to return to in person Board of Trustees meetings

13. Adjournment

Motion made to adjourn by Drehmel seconded by Newton. All present Voting Aye. Motion carried. Meeting adjourned at 5:25 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: 711 N. Bridge St Applicant Phone Number: 715-726-7999
Chippewa County Recycling Program, Chippewa Falls WI

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:

Name of the event: Chippewa County Clean Sweep Estimated number of persons participating: 700 Vehicles

Date and start and end times requested for street use: Saturday, Oct, 24, 2020 From 7am - 12¹⁵ PM

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Charles Street would be the entrance only to the NW State Fair. North Street would be an exit only for the event.

Use, described in detail, for which the street use permit is requested:
Restricted use for the event.

City services requested for the event (e.g., Street Department or Police Department staff time)
Police officer to be present + three barricades.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant: Karen York, Recycling Coordinator Date: 10-13-20

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

Requirements of Applicant: 1 officer - 4 hrs @ \$50/hr = \$200 total (officer on overtime)

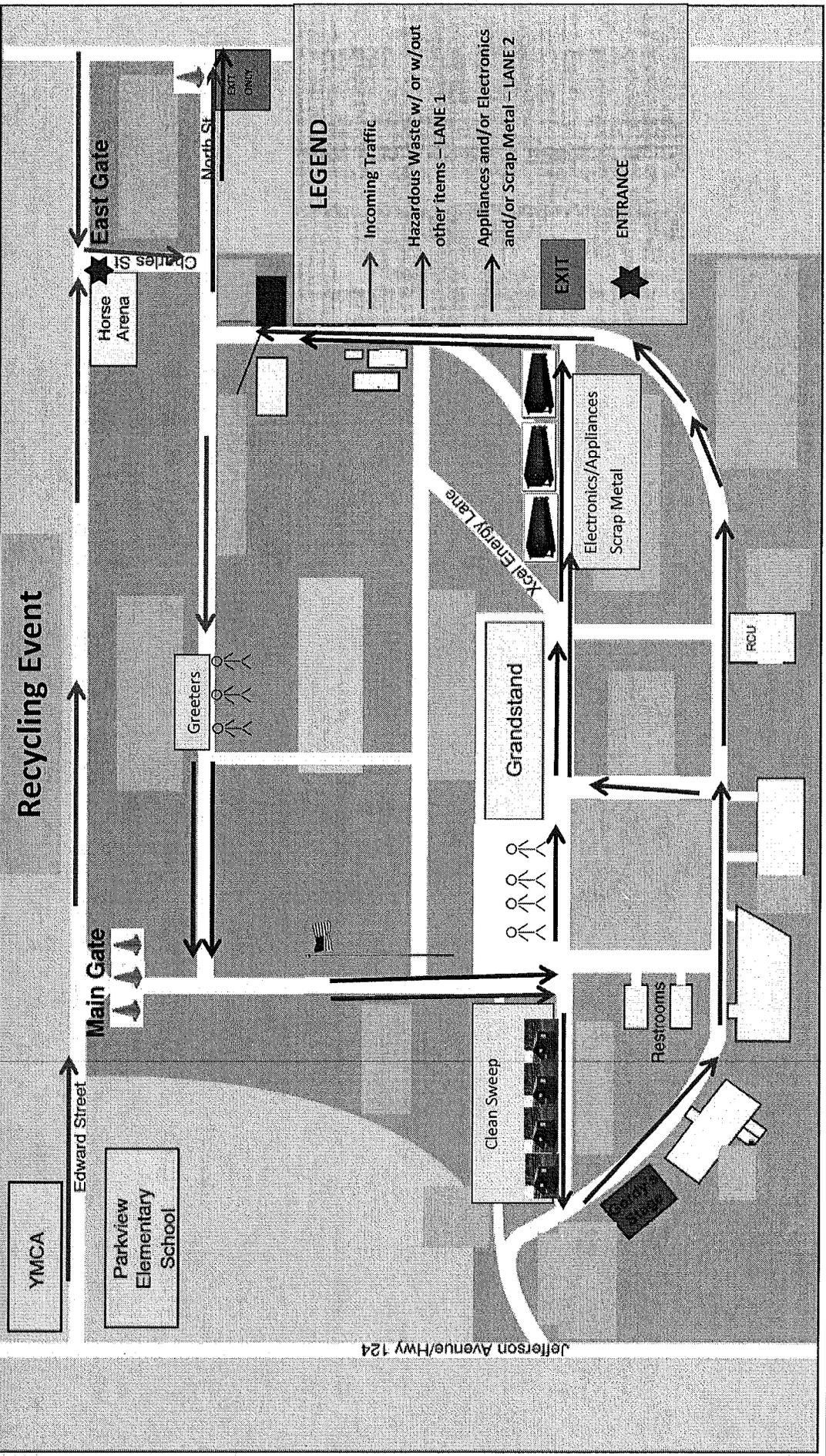
Approved by: [Signature]

Signature of Chief of Police: _____ Signature of Director of Public Works: Richard J. Rudy PE 10/14/2020

Recommendation of Board of Public Works (if required): Approved Denied

Decision of City Council (required): Approved Denied

Northern Wisconsin State Fairgrounds



NOTE: Dumpsters must be placed on blacktop or gravel road ways and not on the grass.

DIRECTIONS: State Hwy 53N to Cty Trk S East. At the first roundabout, take the first right onto State Hwy 124 South. Continue approx. 3-4 miles. Turn left on Edward Street (between YMCA and Parkview School). The Northern WI State Fairgrounds is on the right (south side).

PAID
CITY OF CHIPPEWA FALLS
SEP 23 2020
CITY TREASURER
TR # 62038

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: 9/21/2020

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 10/29/2020 and ending 10/29/2020 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. **Organization** (check appropriate box) → Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name Chippewa Youth Hockey Association

(b) Address 839 First Ave, PO Box 131, Chippewa Falls, WI 54729
(Street) Town Village City

(c) Date organized 1969

(d) If corporation, give date of incorporation 1972

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names, addresses and phone numbers of all officers:

President Robert Normand, 640 S Main St, Chippewa Falls, WI 54729 715-456-1316

Vice President Steve Gibbs, 3320 172nd St, Chippewa Falls, WI 54729 715-828-2272

Secretary Jodi Ash, 509 W Columbia St, Chippewa Falls, WI 54729 218-779-6979

Treasurer Jennifer Lindstrom, 15872 93rd Ave, Chippewa Falls, WI 54729 715-579-8598

(g) Name and address of manager or person in charge of affair: Robert Normand, 640 S Main St, Chippewa Falls, WI 54729

2. **Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:**

(a) Street number 839 First Ave, Chippewa Falls, WI 54729

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Part - South Rink bleachers, mezzanine, standing room viewing areas, concession area.
Alcohol will not be allowed outside of the premises or in locker rooms.

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover:

(e) Will minors be present? Yes

Reason for minors being present: Spectators at games

Security measures: Licensed bartenders, security personnel to check IDs

3. **Name of Event**

(a) List name of the event Chippewa Steel vs Janesville WI Exhibition Game

(b) Dates and times of event October 29, 2020 5:00PM-12:00AM, Game start at 7:10 PM

DECLARATION

The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Robert Normand
(Signature/date)

Chippewa Youth Hockey Association
(Name of Organization)

Officer [Signature]
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk 9/23/20

Officer _____
(Signature/date)

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [Signature] 9/23/20

Date _____ Wisconsin Department of Revenue

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: Chippewa Steel Hockey Game	Event Description (e.g. walk, concert, etc.): Junior Hockey Game Chippewa Steel vs Janesville Jets
Name and Address of Sponsoring Organization: Chippewa Youth Hockey Association	
Contact Name: Bob Normand	Contact Address: 640 S Main St, Chippewa Falls, WI 54729
Work Phone: 608-421-6794	Cell Phone: 715-456-1316
Email: rjnormand55@gmail.com	Day of Event Contact Name and Number (if different): Bob Normand 715-456-1316
Date(s) of Event October 29, 2020	Estimated Daily Attendance: 400
Location(s) of Event: Chippewa Area Ice Arena	
City Services/Equipment Requested:	

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

- | | |
|---|---|
| <input checked="" type="checkbox"/> Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application | <input type="checkbox"/> Food Vendors*
*supply proof of licensure from Chippewa County |
| <input type="checkbox"/> Street Use Permit Application | <input type="checkbox"/> Dance/Music Application |
| <input type="checkbox"/> Fireworks Permit | <input type="checkbox"/> 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: 10/01/2020
Fire Chief Signature: 	Date: 10/06/2020
Director of Public Works/City Engineer/Utilities Manager: PE	Date: 10/09/2020

Chippewa Youth Hockey COVID-19 Plan

Version 1

With the 2020-21 season getting started, we want to ensure that our hockey community at the rink is safe for our player, voluntaries, and spectators. It is important that we all do are parts and understand the guidelines here at the rink to ensure a safe experience. This includes washing our hands regularly, using properly sanitize equipment, practicing social distancing and wearing our masks properly.

To start, we want to maintain a healthy environment for everyone attending.

- **Cleaning and Disinfection**
 - Prior to games and/or tournaments all frequently touched surfaces within the rink which included locker rooms, bathrooms, hallways, bleachers, and other spectator viewing areas shall be sprayed with a disinfecting prior to allowing people to use.
 - During the games and/or tournaments a routine cleaning and disinfecting should be scheduled and should be based on the number of people using the facility. During largely attended games, cleaning of frequently touched surfaces should be performed more frequently (i.e. drinking fountains, bathrooms, and frequently used doors).
 - During the games and/or tournaments a facility member shall be appointed to ensure proper cleaning and disinfection of objects, rooms, and frequently touched surfaces.
 - Personnel using the products to disinfect the facility shall ensure that the areas are clear of children, well ventilated and that they are wearing proper personal protective equipment prior to disinfecting and cleaning.
- **Shared Objects**
 - The policy of the rink during this pandemic is that we are discouraging the share / use of equipment not able to be properly cleaned, sanitized, or disinfected.
 - The pro shop at the rink will provide adequate supplies of shared items to minimize sharing of equipment to the extent possible.
 - Equipment no being used, must be stored in individual labeled containers or bags under direct visual contact of the owner. Containers and/or bags that are left unattended may be removed and disposed of in consideration of the safety of others.
- **Water System**
 - To minimize the risk of others, the drinking fountain will be disabled but the bottle filling on the drinking fountain will be available. We will encourage those to purchase or bring their own water to minimize touching of the water fountain.
 - Drinking fountains shall be cleaned and disinfected frequently.

Chippewa Youth Hockey COVID-19 Plan

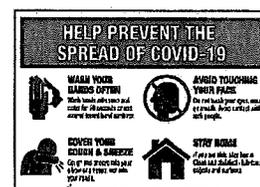
Version 1

- **Social Distancing**

- During the games and/or tournaments a facility member shall be appointed to assist social distancing guidelines of players, coaches, and spectators.
- Ensure spacing of spectator groups at least 6 feet apart for 15 continuous minutes in the bleachers and viewing areas (Bleachers shall have numbering decals 1 through 6 and repeating again to ensure that groups can determine their correct spacing).
- Ensure spacing of players and/or coaches at least 6 feet apart for 15 continuous minutes during warmup and games to the extent possible (Add bench areas to create more spacing to be provided).
- Discourage unnecessary physical contact (i.e. high five, handshakes, or hugs).

- **Facility Guidelines**

- The facility will post signs indicating social distancing,



- The facility will provide hand sanitizer stations at all entrances, high-contact areas (i.e. lobby, check-in desk, dressing rooms, and spectator traffic areas).
- The facility will provide spectator fences to create safe movement of spectators.
- Upon spectators entering the facility, a mask should be properly worn in all situations where social distancing cannot be maintained.
- All facility volunteers, workers, coaches, and staff shall wear a mask properly in all situations where social distancing cannot be maintained.

- **Concessions**

- Concessions workers will be instructed to not come to the event if they are exhibiting symptoms or have had exposure to COVID-19.
- Only workers age 16 and up will be allowed in the concession stand.
- Workers must wash their hands with soap and water upon entering the concession stand and before exiting.
- Concession workers will wear masks.
- Disposable gloves will be provided in the concessions stand. Concessions workers will be required to wear gloves and utilize correctly to ensure there is no cross-contamination.
- Markers will be placed on the floor to ensure 6 feet social distancing between customers.

Chippewa Youth Hockey COVID-19 Plan

Version 1

- Prepackaged disposable utensils and supplies will be provided.
- No self-serve food or drinks will be permitted.
- Single-service condiments will be provided.
- Sanitation will follow CDC guidelines. Disposable disinfectant wipes will be stocked so that staff can wipe down commonly touched surfaces such as door handles and knobs, countertops, refrigerator/freezer doors and handles.

CITY OF CHIPPEWA FALLS

SURRENDER OF LICENSE

This is to advise that, as licensee, I (We) hereby surrender a Combination "Class B" Intoxicating Liquor & Fermented Malt Beverage license for the premise located at 465 CHIPPEWA MAIL DR. CE. WI, on the condition that it be granted to the applicant (future licensee) as described below.

DAVE + CINDY WELK, d/b/a THE RUMORZ MILL PUB + EATERY
(Current business owner) (Current business name)
and Holly Pastert, as applicant, make a
(Future business owner)

concurrent application for said license.

CURRENT LICENSEE

Signature [Signature], CWK Date 9/27/20

Name DAVE + CINDY WELK
Home address 89243 690th AVE
City ELK MOUND, WI Zip 54739
Phone (715) 563-0353

APPLICANT - FUTURE LICENSEE

Signature [Signature] Date 9/27/20

Name Holly Pastert
Home address 13797 210th Ave
City Bloomer Zip 54724
Phone (715) 933 0900

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 10/20/2020 ending: 6/30/2021
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of }
 Village of } Chippewa Falls
 City of }

County of Chippewa Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number	
FEIN Number <u>[REDACTED]</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Paskert, Holly, Theresa LLC - Rumor Mill Pub & Grill LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Paskert	Holly	Theresa	13797 210th Avw Bloomer, WI 54724
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Paskert</u>	<u>Holly</u>	<u>Theresa</u>	<u>" "</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Rumor Mill Pub & Eatery Business Phone Number (715) 861-5600
 2. Address of Premises 465 Chippewa Mall Dr Post Office & Zip Code 54729

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Entire 1st floor including patio

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? David Welk, The Rumor Mill Pub & Eatery

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Paskert, Holly, T	Title/Member president	Date 10/05/20
Signature <i>Holly Paskert</i>	Phone Number (715) 933-0900	Email Address smsstaffing@bloomer.net

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Holly Paskert</i>	Address of Applicant: <i>13797 210th Ave Bloomer, WI 54724</i>																						
Name of Premises to be Licensed: <i>Rumor Mill Pub & Eatery</i>	Address of Premises: <i>465 Chippewa Mall Dr. Chippewa Falls, WI 54729</i>	Date(s) of Event (Class "E" Licenses only):																					
Class of License Applied for:	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[X]</td> <td style="padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">--</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[X]</td> <td style="padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[]	\$130.00	Class "B" Annual	[X]	\$80.00	Class "C" Annual	[]	\$30.00	Class "D"	[]	\$10.00	Class "E"	[]	\$10.00/day	Live Music Annual	--	\$30.00	Juke Box	[X]	\$30.00 (annual)
Class "A" Annual	[]	\$130.00																					
Class "B" Annual	[X]	\$80.00																					
Class "C" Annual	[]	\$30.00																					
Class "D"	[]	\$10.00																					
Class "E"	[]	\$10.00/day																					
Live Music Annual	--	\$30.00																					
Juke Box	[X]	\$30.00 (annual)																					

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Holly Paskert
Signature of Applicant

10/5/2020
Date

Attest: *Bridget Gavens*
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

ORDINANCE ANNEXING TERRITORY TO
THE CITY OF CHIPPEWA FALLS, WISCONSIN

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

SECTION 1: Territory Annexed. In accordance with sec. 66.0217(2) of the Wisconsin Statutes and the Petition for Direct Annexation By Unanimous Approval that was served upon the City Clerk for the City of Chippewa Falls, signed by the sole owners of a parcel of real property of which said population of said parcel is zero. The following described territory which is located in the Town of Wheaton, Chippewa County, Wisconsin, is hereby annexed to the City of Chippewa Falls, Wisconsin:

A parcel of land located in the SW ¼, Section 1, T28N, R9W, Town of Wheaton, Chippewa County, Wisconsin, more particularly describes as follows:

Commencing at the West ¼ corner of Section 1, T28N, R9W; Thence N. 89° 36' 31" E. along the north line of the SW ¼ of said Section 1, 229.62 feet, to a point on the easterly right-of-way line of US Highway 53; Thence S. 04° 53' 53" W. 33.14 feet to the point of beginning; Thence continuing S. 04° 53' 53" W. along the easterly right-of-way line of US Highway 53, 547.44 feet; Thence S. 01° 06' 54" E. along the easterly right-of-way line of US Highway 53, 498.73 feet; Thence S. 02° 45' 13" W. along the easterly right-of-way line of US Highway 53, 393.00 feet; Thence S. 05° 06' 45" W. along the easterly right-of-way line of US Highway 53, 144.75 feet; Thence S. 89° 56' 08" E. 494.15 feet; Thence N. 00° 07' 58" E. 735.00 feet; Thence Northerly 132.56 feet along the arc of a curve concaved left, with a radius of 166.00 feet, whose long chord bears N. 14° 20' 29" E. 131.20 feet; Thence N. 00° 03' 52" E. 35.59 feet; Thence N. 87° 11' 22" E. 482.89 feet; Thence N. 11° 54' 29" W. 249.08 feet; Thence S. 89° 37' 11" W. 197.92 feet; Thence S. 24° 55' 35" E. 185.33 feet; Thence N. 52° 06' 56" W. 147.09 feet; Thence N. 30° 01' 40" W. 170.71 feet; Thence N. 86° 43' 45" W. 135.32 feet; Thence N. 27° 57' 32" W. 127.54 feet; Thence N. 05° 21' 07" E. 127.97 feet; Thence N. 29° 51' 13" E. 118.50 feet; Thence S. 89° 36' 31" W. 445.20 feet to the point of beginning.

Said parcel contains 19.69 acres.

PARCEL IDENTIFICATION NUMBER (PIN): Part of 22809-0132-00020000

SECTION 2: Compliance with Statute. Said Petition for Direct Annexation By Unanimous Approval is a proper petition for Direct Annexation in that said petition stated the purpose for said annexation, contained a legal description of the territory to be annexed, included a scale map of the territory to be annexed which is unincorporated and is contiguous to the City of Chippewa Falls; and

WHEREAS, the Petition for Direct Annexation By Unanimous Approval of the Territory legally described in Section 1, was properly served upon the Town Clerk, for the Town of Wheaton; and

WHEREAS, the Petition for Direct Annexation By Unanimous Approval of the Territory, legally described in Section 1, was properly served upon the State of Wisconsin, Department of Administration; and

WHEREAS, approval by the State of Wisconsin Department of Administration for the proposed annexation finding it to be in the public interest is pending but approval is expected; and

WHEREAS, this Ordinance is subject to and contingent upon the ultimate approval and advice of the State of Wisconsin Department of Administration; and

WHEREAS, The Common Council of the City of Chippewa Falls believes that annexation of the Territory, legally described in Section 1, in the Town of Wheaton, Chippewa County, Wisconsin, to the City of Chippewa Falls, Wisconsin, is in the public interest.

SECTION 3: Effect of Annexation. From and after the date of this ordinance the Territory legally described in Section 1 shall be a part of the City of Chippewa Falls for any and all purposes provided by law and all persons coming into or residing within said territory shall be subject to all ordinances, rules and regulations governing the City of Chippewa Falls.

SECTION 4: Zoning Classification. Upon recommendation of the Plan Commission, the Territory annexed to the City of Chippewa Falls by this Ordinance is designated to be a part of the following district of the City for zoning purposes and subject to all provisions of the Zoning Ordinance of the City of Chippewa Falls:

R-1B SINGLE FAMILY RESIDENTIAL

SECTION 5: Ward Designation. The Territory described in Section 1 of this Ordinance is hereby made a part of Ward 3c of the City of Chippewa Falls, either presently existing or to be established by Ordinance, subject to all other ordinances, rules and regulations of the City, County, and State governing wards.

SECTION 6: Severability. If any provision of this Ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

SECTION 7: Effective Date. This ordinance shall take effect upon passage and publication as provided by law.

Dated this 20th day of October, 2020.

CW King, Council President

FIRST READING: October 6, 2020

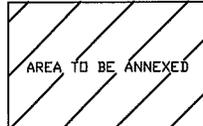
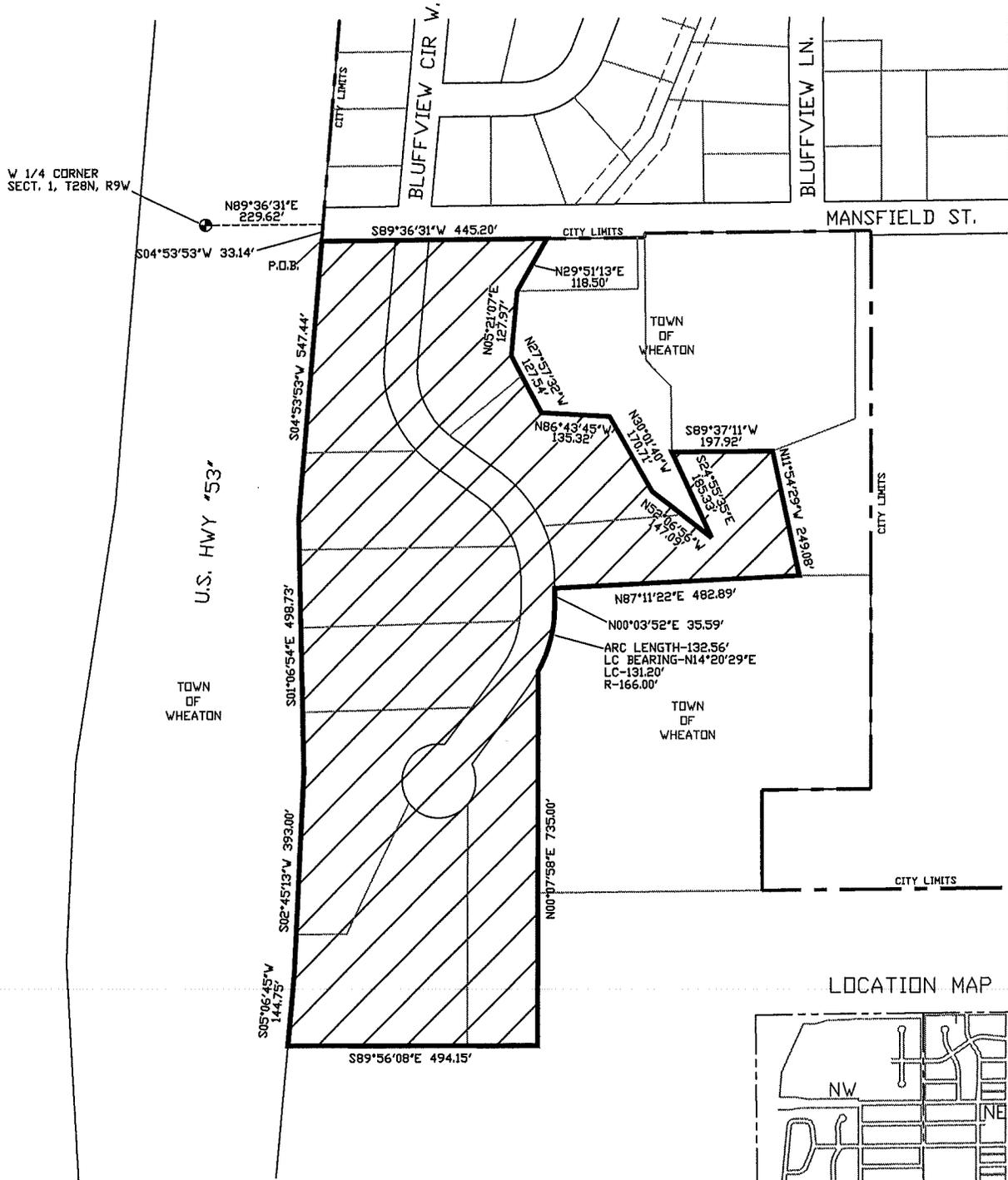
SECOND READING: October 20, 2020

APPROVED: _____
Gregory S. Hoffman, Mayor

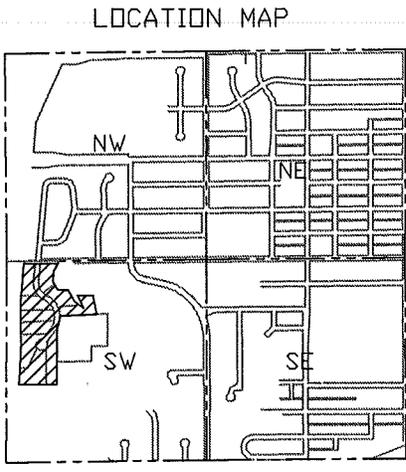
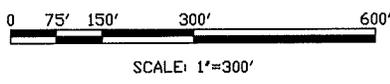
ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**MAP OF ANNEXATION
TOWN OF WHEATON TO THE CITY OF CHIPPEWA FALLS
LOTS 1-3 & LOTS 5-11
STELTER RIDGE SUBDIVISION**



LEGEND
DATE: 9/2/2020
DRAWN BY: T.M.B.



SECTION 1-28-9

AN ORDINANCE PROHIBITING PARKING ON A
PORTION OF LAKEVIEW DRIVE – § 7.09(1)(b)
OF THE CHIPPEWA FALLS MUNICIPAL CODE

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

That § 7.09(1)(b) of the Chippewa Falls Municipal Code which presently provides as follows:

7.09 PARKING RESTRICTIONS.

(1) NO PARKING.

...

(b) No operator of a vehicle shall park such
vehicle in any of the following places in the
City:

...

Kennedy Rd., north side and south
side from Halbleib Rd. to the east
curb line of RCU Ct.

Main St., east side, from the south
curb line of E. Canal St. to a point 38
feet south.

...

be amended to provide as follows:

7.09 PARKING RESTRICTIONS.

(1) NO PARKING.

...

(b) No operator of a vehicle shall park such vehicle in any of the following places in the City:

...

Kennedy Rd., north side and south side from Halbleib Rd. to the east curb line of RCU Ct.

Lakeview Drive, south side from thirty feet west of the west driveway entrance to the present Nordson EDI to State Trunk Highway #178.

Main St., east side, from the south curb line of E. Canal St. to a point 38 feet south.

...

Dated this 20th day of October, 2020.



CW King, Council President

FIRST READING: October 6, 2020

SECOND READING: October 20, 2020

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

AN ORDINANCE MAKING THE SPEED LIMIT
FOR ALL STREETS IN IRVINE PARK 15MPH,
§7.02(3)(c) OF THE CHIPPEWA FALLS MUNICIPAL CODE

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

That § 7.02(3) of the Chippewa Falls Municipal Code which presently provides as follows:

7.02 SPEED LIMITS.

(1) STATE SPEED LIMITS ADOPTED. The provisions of §§ 346.57, 346.58, and 346.59, Wis. Stats., relating to the maximum and minimum speed of vehicles are hereby adopted as part of this section as if fully set forth herein, except as specified by subs. (2) and (3), pursuant to § 349.11(3)(c), Wis. Stats.

(2) SPEED LIMITS INCREASED.

...

(3) SPEED LIMITS DECREASED. The speed limits are decreased upon the following streets as follows:

- (a) 10 mph. All alleys within the City.
- (b) 15 mph. Ashley Lane leading into and through Erickson Park.
- (c) 45 mph. River Street from the west boundary of the Waste Disposal Plant to Regent Street.
- (d) 50 mph. River Street from Regent Street to the west City limits.

be amended to provide as follows:

7.02 SPEED LIMITS.

(1) STATE SPEED LIMITS ADOPTED. The provisions of §§ 346.57, 346.58, and 346.59, Wis. Stats., relating to the maximum and minimum speed of vehicles are hereby adopted as part of this section as if fully set forth herein, except as specified by subs. (2) and (3), pursuant to § 349.11(3)(c), Wis. Stats.

(2) SPEED LIMITS INCREASED.

•••

(3) SPEED LIMITS DECREASED. The speed limits are decreased upon the following streets as follows:

- (a) 10 mph. All alleys within the City.
- (b) 15 mph. Ashley Lane leading into and through Erickson Park.
- (c) 15 mph. Irvine Park – all streets and roadways located in Irvine Park.
- (d) 45 mph. River Street from the west boundary of the Waste Disposal Plant to Regent Street.
- (e) 50 mph. River Street from Regent Street to the west City limits.

Dated this 3rd day of November, 2020.

CW King, Council President

FIRST READING: October 20, 2020

SECOND READING: November 3, 2020

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

RESOLUTION NO. 2020-41

**RESOLUTION
APPROVING A CERTIFIED SURVEY MAP**

RESOLVED, that a Certified Survey Map prepared by Professional Land Surveyor Neil C. Bowe on behalf of DHL Real Estate Solutions is hereby approved by the Chippewa Falls Common Council. Said parcel being part of Lot #4 of CSM #4836, Lake Wissota Business Park, V22, P241, DOC 875379, located in part of the NW 1/4 - SW 1/4, Section 28, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 20th day of October, 2020

ADOPTED: _____

Council President

APPROVED: _____

Mayor

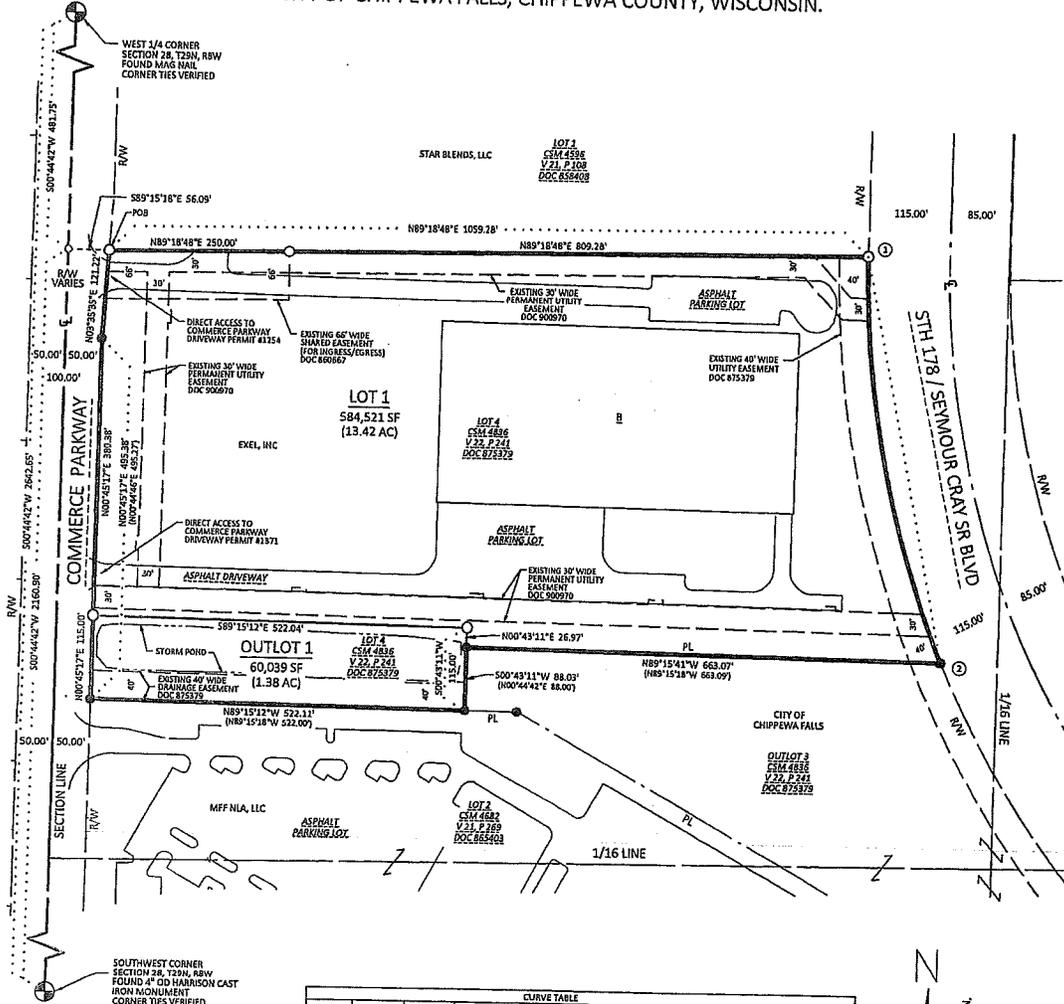
I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST: _____

City Clerk

CHIPPEWA COUNTY CERTIFIED
SURVEY MAP NO. _____

ALL OF LOT 4, CSM 4836, V 22, P 241, DOC 875379,
LOCATED IN PART OF THE NW 1/4 - SW 1/4, SEC 28, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



LEGEND

- ...SET 3/4" X 18" IRON REBAR WEIGHING 1.502 LBS/LF
- ⊙ ...FOUND 3/4" OD IRON REBAR
- ...COMPUTED POINT
- ⊕ ...GOVERNMENT CORNER MONUMENT (AS NOTED)
- () ...RECORDED AS
- OD ...OUTSIDE DIAMETER
- REBAR ...REINFORCING BAR
- LF ...LINEAR FOOT
- LBS ...POUNDS

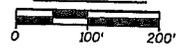
CURVE TABLE							
CURVE	RADIUS	LONG CHORD	LONG CHORD BEARING	CENTRAL ANGLE	TANGENT	ARC LENGTH	TANGENT BACK
1-2	1388.24'	567.68'	S 11° 28' 05" E	23° 35' 44"	289.55'	571.71'	S 00° 15' 47" W
							S 28° 15' 58" E

- POB ...POINT OF BEGINNING
- DOC ...DOCUMENT
- T29N ...TOWNSHIP NORTH
- R14W ...RANGE WEST
- V ...VOLUME
- P ...PAGE
- SP ...SQUARE FEET
- AC ...ACRES
- R/W ...RIGHT-OF-WAY
- CL ...CENTERLINE
- B ...BUILDING
- PL ...PROPERTY LINE
- CSM ...CERTIFIED SURVEY MAP
- N,E,S,W ...NORTH, EAST, SOUTH, WEST
- BLVD ...BOULEVARD
- INC ...INCORPORATED
- LLC ...LIMITED LIABILITY COMPANY
- WI ...WISCONSIN
- ...SECTION LINE
- ...PROPERTY LINE
- ...LOT LINE
- ...EASEMENT
- ...R/W LINE
- ...STORM POND



BEARINGS REFERENCED TO THE WEST LINE OF SECTION 28, T29N, R14W BEARING N100°44'42"E.

SCALE 1"=100'



NOTES

THE RECORDING OF A CERTIFIED SURVEY MAP DOES NOT TRANSFER OWNERSHIP. DEEDS MUST ALSO BE EXECUTED TO COMPLETE THIS LAND DIVISION.

A TITLE SEARCH WAS NOT COMPLETED FOR THIS SURVEY.

FIELD SURVEY COMPLETED ON 9/4/20

PREPARED FOR:
DHL REAL ESTATE SOLUTIONS
360 WESTAR BLVD
WESTERVILLE, OH 43082-7627

PREPARED BY:
NEIL C. BOWE, PLS 2827
770 TECHNOLOGY WAY
CHIPPEWA FALLS, WI 54729

DATE: _____
SIGNED: _____

cbs²
ENGINEERS - SURVEYORS - ARCHITECTS
770 TECHNOLOGY WAY
CHIPPEWA FALLS, WI 54729
PHONE: 715.861.5226
www.cbsquaredinc.com

CHIPPEWA COUNTY CERTIFIED
SURVEY MAP NO. _____

ALL OF LOT 4, CSM 4836, V 22, P 241, DOC 875379,
LOCATED IN PART OF THE NW 1/4 - SW 1/4, SEC 28, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, NEIL C. BOWE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED ALL OF LOT 4, CSM 4836, V 22, P 241, DOC 875379, LOCATED IN PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 28; THENCE S00°44'42"W, ALONG THE WEST LINE OF SAID NORTHWEST 1/4 OF THE SOUTHWEST 1/4, A DISTANCE OF 481.75 FEET; THENCE S89°15'18"E, A DISTANCE OF 56.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 4 OF CSM 4836 AND THE EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, BEING THE POINT OF BEGINNING; THENCE N89°18'48"E, ALONG THE NORTHERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 1059.28 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STH 178 / SEYMOUR CRAY SR BLVD; THENCE 571.71 FEET, ALONG AN ARC OF A CURVE TO THE LEFT AND THE EASTERLY LINE OF SAID LOT 4 OF CSM 4836 AND WESTERLY RIGHT-OF-WAY LINE OF STH 178 / SEYMOUR CRAY SR BLVD, CONCAVE TO THE EAST, HAVING A RADIUS OF 1388.24 FEET, THE LONG CHORD OF WHICH BEARS S11°28'05"E, 567.68 FEET; THENCE N89°15'41"W, ALONG THE SOUTHERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 663.07 FEET; THENCE S00°43'11"W, ALONG THE EASTERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 88.03 FEET; THENCE N89°15'12"W, ALONG THE SOUTHERLY LINE OF SAID LOT 4 OF CSM 4836, A DISTANCE OF 522.11 FEET TO THE WESTERLY LINE OF SAID LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY; THENCE N00°45'17"E, ALONG SAID WESTERLY LINE OF SAID LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, A DISTANCE OF 495.38 FEET; THENCE N03°35'35"E, ALONG SAID WESTERLY LINE OF LOT 4 OF CSM 4836 AND EASTERLY RIGHT-OF-WAY LINE OF COMMERCE PARKWAY, A DISTANCE OF 121.22 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 644,561 SQUARE FEET (14.80 ACRES), MORE OR LESS.

SUBJECT TO ANY EASEMENTS OF RECORD.

THAT I HAVE MADE SUCH A SURVEY AT THE DIRECTION OF DHL REAL ESTATE SOLUTIONS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND DIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH PROVISIONS OF s.236.34 OF THE WISCONSIN STATUTES, A-E 7 WI ADMINISTRATIVE CODE AND THE SUBDIVISION CONTROL ORDINANCE FOR THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY IN SURVEYING, DIVIDING AND MAPPING THE SAME.

I, NEIL C. BOWE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 21ST DAY OF SEPTEMBER, 2020.

NEIL C. BOWE
S-2827

CITY OF CHIPPEWA FALLS APPROVAL

THIS CERTIFIED SURVEY MAP IS APPROVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS THIS

_____ DAY OF _____, 2020.

GREG HOFFMAN, MAYOR

DATE

BRIDGET GIVENS, CITY CLERK

DATE



PREPARED FOR:
DHL REAL ESTATE SOLUTIONS
360 WESTAR BLVD
WESTERVILLE, OH 43082-7627

PREPARED BY:
NEIL C. BOWE, PLS 2827
770 TECHNOLOGY WAY
CHIPPEWA FALLS, WI 54729

DATE: _____

SIGNED: _____

COMMON COUNCIL OF THE
CITY OF CHIPPEWA FALLS, WISCONSIN

Resolution No. 2020-42

TAX INCREMENTAL DISTRICT (TID) #4 AFFORDABLE HOUSING EXTENSION RESOLUTION

WHEREAS, the City of Chippewa Falls created TID #4 on November 16, 1993, and successfully completed the implementation of the project plan and sufficient increment was collected or will be collected in 2020 from the 2019 tax roll to pay off its aggregate project costs; and

WHEREAS, state law requires termination of a TID after all project costs have been paid, state law (sec. 66.1105(6)(g), Wis. Stats.), does allow extension of a TID up to one year, using the last year of increment to improve the City's housing stock; and

WHEREAS, at least 75 percent of the final increment must benefit affordable housing with the remaining portion used to improve housing stock.

NOW, THEREFORE, BE IT RESOLVED, that the City of Chippewa Falls hereby extends the life of TID #4 for 12 months to use the final year's increment collected in 2021 from the 2020 tax roll to benefit affordable housing; and

BE IT FURTHER RESOLVED, the City of Chippewa Falls shall use the final increment to improve housing quality and affordability by creating a Revolving Loan Fund Program using the BUILD-CF (Beautify, Uplift, Improve Local Dwellings - Chippewa Falls) Program outline with Curb Appeal, Downtown Housing Conversion, Major Renovation, First Time Homebuyer and Acquisition/Demolition components; and

BE IT FURTHER RESOLVED, that the City of Chippewa Falls Clerk shall notify the Wisconsin Department of Revenue by providing a copy of this resolution.

Adopted and approved this 20th day of October, 2020.

Mayor

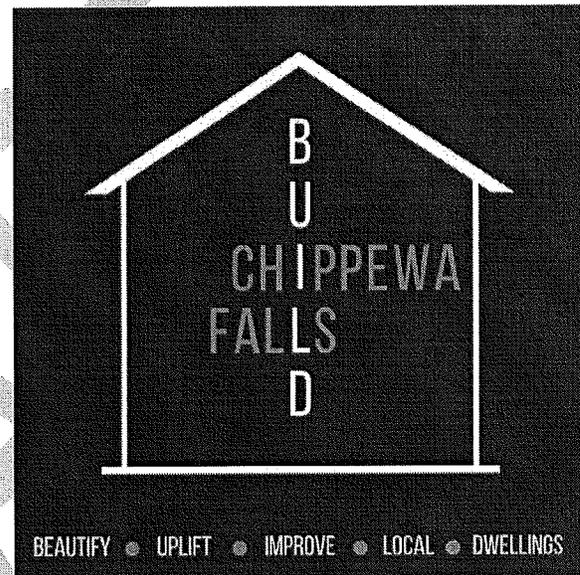
City Clerk



BUILD-Chippewa Falls

Overview

The Beautify, Uplift & Improve Local Dwellings – Chippewa Falls (BUILD-CF) Program is an initiative developed by the City of Chippewa Falls aimed at increasing the quality and affordability of the Chippewa Falls housing supply. BUILD-CF seeks to collaborate with citizens to invest in both them and their homes. The City, in partnership with the Chippewa County Housing Authority, runs a Community Development Block Grant (CDBG) Revolving Loan Fund Program, aimed at making home repairs and downpayment assistance. The BUILD-CF Initiative will create five new programs: Curb Appeal, Downtown Housing Conversions, Major Renovation, First Time Homebuyer, and Property Acquisition. The new programs will be financed through a TIF financing law known as the “Affordable Housing Extension” that allows the extension of a TIF to benefit a community’s housing stock. Funds for these programs will be available in the form of grants or loans. Investing in the City’s housing will benefit the entire community.



Goals

Increase the quality of the Chippewa Falls’ housing stock.

- *Increase home ownership stability.*
- *Increase homeowner reinvestment.*
- *Increase the conversion of underutilized downtown spaces.*

Program Summary

BUILD-CF’s wide range of programs intend to rebuild the City’s aging housing stock and increase home ownership and reinvestment. The following is a list of programs administered through this initiative.

1. **Curb Appeal:** Program to assist in the repair and replacement of various exterior housing improvements – minimum project size of \$2,000.
 - a. Owner Occupied Housing: Up to 50% of project cost, up to \$5,000 Grant.
 - b. Rental Housing: Up to 33% of project cost, up to \$5,000 Grant.

2. **Downtown Housing Conversions** – Program designating funds targeted to increase affordable dwelling units in Downtown Chippewa Falls.
 - a. Up to \$10,000 per unit created, up to \$50,000 – 0% interest loan

3. **Major Renovation** – Program designating funds for large exterior and interior home improvement projects – Minimum Project Size - \$20,000.
 - a. Up to \$15,000 Forgivable Loan
 - b. Up to 50% of project cost

4. **First Time Homebuyer:** A down payment assistance program for first time home buyers.
 - a. Up to \$5,000 Forgivable Loan

5. **Property Acquisition:** Program designated to assist the City in the acquisition, demolition or rehabilitation of blighted properties.

DRAFT

BUILD-CF PROGRAM DETAILS

CURB APPEAL PROGRAM

The curb appeal program is a grant program to help eligible single and two-family homes increase the curb appeal of their home. The program is a matching grant project and will provide funds of up to \$5,000 for eligible expenses.

Example Scenarios

HOME TYPE	PROJECT AMOUNT	CITY GRANT	PRIVATE MATCH	ELIGIBLE LANDSCAPING EXPENSES
Owner Occupied	\$2,000	\$1,000	\$1,000	\$100
Non-Owner Occupied	\$2,000	\$666	\$1,334	\$66
Owner Occupied	\$5,000	\$2,500	\$2,500	\$250
Non-Owner Occupied	\$5,000	\$1,667	\$3,333	\$167.50
Owner Occupied	\$15,000	\$5,000	\$10,000	\$500
Non-Owner Occupied	\$15,000	\$5,000	\$10,000	\$500

- A. Eligible Properties:** Properties that meet the following criteria may apply for up to a \$5,000 grant, with 50% matching funds for owner occupied housing units and 66% matching funds from non-owner occupied housing units.
- a. Single Family or Two-Family Residence use properties (mobile homes are not eligible).
 - b. Property owner and/or tenant cannot spend more than 30% of their gross monthly household income on housing related expenses. Owner shall obtain and provide to the City tenant income.
 - c. Minimum project value of \$2,000.
- B. Ineligible Properties:** See Additional Program Details
- C. Eligible Projects:** See Additional Program Details
- D. Grant Guidelines**
- a. Applicant must submit a completed application packet, including before photos, prior to any work being completed in order to be considered for a Grant Program.
 - b. A project timeline must be submitted to the City Planner.
 - c. This program is a reimbursement grant. The applicant is required to pay all expenses related to their approved project and then submit for reimbursement from the City.
 - d. Must provide 50% matching funds if owner occupied and 66% if non-owner occupied.
 - e. Homeowner/Contractor must agree to obtain all necessary permits (e.g. building, plumbing, electrical, roofing, permits, etc.)
 - f. All work must meet local, state and national standards including but not limited to lead and asbestos.
 - g. For painting and staining projects, applicants are required to scrape and prime all surfaces.

- h.* Up to 10% of the total project grant reimbursement can be for trees and shrubs planted in the front yard.
- i.* Projects must be substantially completed within twelve (12) months of grant approval.
- j.* Property owner or tenant(s) must document that their housing costs are less than 30% of their household income.

E. *Ineligible Grant Expenditures:* Items/projects that are not eligible for reimbursement under the Grant Program include, but are not limited to the following:

- a.* The repair or replacement of any structure for animals.
- b.* Any interior projects to the primary building, detached garage, or accessory building.
- c.* Rental companies or other organizations may not use this program to reimburse their own staff's labor expenses to complete their project.
- d.* Materials that have been purchased or projects that are completed or underway prior to issuance of a signed Agreement by City staff.
- e.* The purchasing of permanent equipment or tools (ladder, paint sprayers, etc.) is not an eligible expense.

F. *Reimbursement Procedures*

- a.* A completed Final Reimbursement Form/Worksheet. This form must include a description of the proposed project(s) and the final cost for each project. Any items for projects not listed on the Pre-Documentation Form are not considered for reimbursement. Change orders for necessary but unforeseen project requirements may be considered on a case-by-case basis.
- b.* Copies of receipts/paid invoices showing proof of purchase of the approved/completed items/materials for each project. The applicant is required to mark on their receipt which item(s) is/are being requested for reimbursement and what project they were for.
- c.* Lien waivers from contractor(s) on the project.
- d.* Final photo documentation of the complete project ("after" photos). Photos shall be taken in a similar manner to the "before" photos.
- e.* After applicants submit all of the required information for reimbursement, City staff shall review all information submitted to ensure it is eligible for reimbursement and will determine the amount awarded, if any, to the applicant.
- f.* Once the request is complete, copies are made of the reimbursement form and all receipts and/or paid invoices are forwarded to the City of Chippewa Falls' Finance Department and the dollar amount to be reimbursed back to the applicant.

DOWNTOWN HOUSING CONVERSIONS

The Downtown Housing Conversion Program is a revolving loan program to help eligible property owners renovate upper stories in the downtown. Up to \$10,000 per unit created or renovated (up to a maximum of \$50,000) will be loaned to the property owner.

A. Eligible Properties:

- a. Downtown multi-story facilities within the Business Improvement District.
- b. Tenant or owner housing expenses must be less than 30% of their gross monthly household income.

B. Eligible Projects:

- a. Repair work to floors, walls and ceilings.
- b. Upgrading/retrofitting mechanical systems.
- c. Space reconfiguration.
- d. Installation of permanent fixtures.
- e. Finishing work (i.e. painting, coverings for ceilings, walls and floors)
- f. Preservation of elements appropriate to the design of the interior (i.e. pressed metal ceilings, wood floor surfaces)
- g. Access to upper story
- h. Renovations must comply with all code requirements

C. Loan Guidelines

- a. Applicant must submit a completed application packet, including before photos, prior to any work being completed in order to be considered for a Loan.
- b. A project timeline must be submitted to the City Planner.
- c. Property owner/Contractor must agree to obtain all necessary permits.
- d. All work must meet local, state and national standards.
- e. Projects must be substantially completed within one (1) year of loan approval.
- f. Final documentation of all costs must be submitted within two (2) months of substantial completion.
- g. Loans will carry a 0% interest rate for up to ten (10) years and act as a mortgage.
- h. Tenant cannot spend more than 30% of their gross monthly household income on housing related expenses. **Landlord** must screen tenants and provide tenant income annually to the City for verification.
- i. Loan must be repaid in full prior to property owner selling property
- j. Loan must be repaid in full within twelve (12) months of notice if 25 percent or more of the units under the application are rented to tenants not meeting income limits.

D. Ineligible Loan Expenditures: Items/projects that are not eligible for reimbursement under the Grant Program include, but are not limited to the following:

- a. Furnishings, fixtures, equipment or other personal property that does not become a part of the building.
- b. Soft costs (i.e. building permits, space plans, professional fees)
- c. Work already commenced or a building permit has been issued prior to the application.

MAJOR RENOVATIONS

The Major Renovation Program will help eligible homes increase their value and assist with needed upgrades. The program provides up to 50% funding in the form of a forgivable loan of up to \$15,000. The forgivable loans will act as a deferred second mortgage with no principal or payments due until the sale of the house. The loan will be forgiven 20% per year beginning after year six of living in the home. If the applicant lives in the home for ten (10) consecutive years the entire loan is forgiven.

PROJECT AMOUNT	CITY LOAN	PRIVATE MATCH
\$20,000	\$10,000	\$10,000
\$30,000	\$15,000	\$15,000
\$40,000	\$15,000	\$25,000

- A. Eligible Properties:** Properties that meet the following criteria may apply for the Major Renovation Program:
- Single Family or Two-Family Residence use properties (mobile homes are not eligible).
 - Homes that are or will be owner-occupied within one (1) year of loan distribution.
 - Property owner and/or tenant cannot spend more than 30% of their gross monthly household income on housing related expenses.
 - Minimum project value of \$20,000.
- B. Ineligible Properties:** See Additional Program Details
- C. Eligible Projects:** See Additional Program Details
- D. Loan Guidelines**
- The applicant must submit a completed application packet, including before photos, prior to any work being completed in order to be considered for a Major Renovation Program loan.
 - A project timeline must be submitted to the City Planner.
 - Loans will consist of a 0% interest over the life of the loan, and act as a deferred mortgage. After six (6) consecutive years of living in the home, the loan will be forgiven 20% annually. After ten (10) consecutive years of living in the home that received the loan funds, the loan will be 100% forgiven.
 - If the property owner sells before the six (6) year time period or is no longer the primary place of residence, the loan is required to be paid back in full.
 - The homeowner and/or contractor must agree to obtain all necessary permits (e.g. building, plumbing, electrical, roofing, etc.)
 - All work must meet local, state and national standards, including but not limited to lead and asbestos.
 - Projects must be substantially completed within twelve (12) months of loan approval.
 - Property must meet housing quality standards and final inspection before final payment is made.
 - Payment will be issued directly to contractor(s).

E. Ineligible Loan Expenditures: Items/projects that are not eligible for reimbursement under the Program include, but are not limited to the following:

- a.** The repair or replacement of any structure for animals.
- b.** Any interior projects to the detached garage or accessory building.
- c.** Rental companies or other organizations may not use this program to reimburse their own staff's labor expenses to complete their project.
- d.** Materials that have been purchased or projects that are completed or underway prior to issuance of a signed Agreement by City staff.
- e.** The purchasing of permanent equipment of tools (ladder, paint sprayers, etc.) is not an eligible expense.
- f.** Proposed projects that are solely demolition.
- g.** Project costs that demolish a structure or part of a structure and do not replace the structure in kind to protect the character of the home and neighborhood.

DRAFT

FIRST TIME HOMEBUYER

The First Time Homebuyer Program is an incentive that provides first time homebuyers with down payment assistance. The incentive will be provided in the form of a forgivable loan of ten percent (10%) of the purchase price, up to \$5,000. The loan will accrue no interest. The loan will be forgiven 20% per year beginning after year six of living in the home. If the applicant lives in the home for ten (10) consecutive years the entire loan is forgiven.

A. Eligible Properties:

- a.** Owner-occupied homes
- b.** Individuals purchasing their first home
- c.** Property owner cannot spend more than 30% of their gross monthly household income on housing-related expenses.
- d.** Single-Family properties (mobile homes are not eligible).

B. Ineligible Properties: See Additional Program Details

C. Loan Guidelines

- a.** The applicant must submit a completed application packet.
- b.** Loans will consist of a 0% interest over the life of the loan, and act as a deferred second mortgage. After six (6) consecutive years of living in the home, the loan will be forgiven 20% annually. After ten (10) consecutive years of living in the home that received the loan funds, the loan will be 100% forgiven.
- c.** The individual who received the loan must use the property as their primary place of residency.
- d.** The loan will be forgiven 20% per year beginning after year six of living in the home.
- e.** If the property owner sells before the full ten (10) year time period or is no longer the primary place of residence, the loan is required to be paid back in full.
- f.** The loan can be paid in full or in part at any time before the sale of the home.
- g.** Properties may receive a loan, not to exceed \$5,000.
- h.** Applicants are required to complete a HUD approved first-time homebuyer program with certificate.

PROPERTY ACQUISITION

The Property Acquisition Program is a tool the City of Chippewa Falls can use to help remove blighted properties within the City. The intent of the property acquisition program is to acquire strategically located or blighted properties. These properties would then be razed and sold to a qualified contractor that would work with the City of Chippewa Falls to rehabilitate the property. All costs associated with acquiring the property and rehabilitating the site is eligible under the program.

A. *Eligible Properties:* Properties deemed eligible by the City staff shall be presented to the Chippewa Falls Common Council. It is the discretion of the Chippewa Falls Common Council on which properties to acquire. Properties that meet the following criteria may be considered by the Chippewa Falls Common Council for acquisition through the Property Acquisition Program.

- a. Any properties that are blighted or in disrepair.
- b. Properties that present an economic benefit to acquire.
- c. Properties, that when acquired, will further the goals of the City of Chippewa Falls Comprehensive Plan.
- d. Properties, that when acquired, will further the goals of the City of Chippewa Falls Downtown Riverfront Plan.
- e. Properties that have an active raze order.
- f. Any property that will benefit the City of Chippewa Falls' housing stock.

B. *Eligible Expenditures*

- a. Property Acquisition.
- b. Demolition/Razing costs.
- c. Costs associated with the sale of a property.
- d. Costs associated with the maintenance of a property.
- e. Utility costs.
- f. Any costs associated with ensuring the housing unit(s) are not a health or sanitation risk, including but not limited to, asbestos removal, well abatement, removal of hazardous material and lead removal.
- g. Safety costs.
- h. Legal costs.
- i. Bringing non-compliant features up to code.

ADDITIONAL PROGRAM DETAILS

Income Requirements

No loans or grants shall be provided to applicants who do not meet the state requirement of affordable housing as defined in Wisconsin Statute Section 66.1105(2)(ab) – “Affordable housing” means housing that costs a household no more than 30 percent of the household’s gross monthly income. Housing related expenses include mortgage or rent, property taxes and home insurance. For the Downtown Apartment Conversion program or for rental properties of the Curb Appeal and Major Renovation programs, the tenants must meet this requirement based on rent rates. *Example: \$3,000 Gross Monthly Income = \$900 maximum amount spent on housing costs.*

Ineligible Properties A property which has any one or more of the following conditions is ineligible for the BUILD-CF Programs.

- a.* A property that is not located within the corporate limits of the City of Chippewa Falls.
- b.* Any property where the owner of that property is delinquent on any debt it owes to the City of Chippewa Falls or the Chippewa Falls Public Utilities.
- c.* Properties owned in part or in whole by a tax exempt entity.
- d.* A property that has an open or issued Correction Notice. Applications that are submitted for projects that will close a Correction Notice may be considered on a case-by-case basis.
- e.* Any properties that are in violation of the City of Chippewa Falls City Code, regardless of the presence of an open or issued Correction Notice (i.e. junk or disabled vehicles in yards, etc.)
- f.* Mobile homes.
- g.* Property that has received past housing funds, excluding the Community Development Block Grant (CDBG) Program, in the previous five (5) years or has a Major Housing Renovation Loan open with the City of Chippewa Falls.

Eligible Projects: Eligible items include, but are not limited, the following:

- a.* Bringing non-compliant features up to code
- b.* Repair/Replace windows
- c.* Exterior masonry repair/replace
- d.* Foundation repair (Curb Appeal program only)
- e.* Front porch repair
- f.* Replace/Repair Siding
- g.* Roof Replacements
- h.* Install guards and handrails
- i.* Paving driveway
- j.* Replace, repair or install garage
- k.* Demolition and removal of structures deemed dilapidated by City Building Inspector as part of a larger project.
- l.* Repair/Replace/Install fences
- m.* Repair/Replace gutters or trim
- n.* Repair/Replace Soffit and Fascia

- o. Lead and asbestos remediation
- p. Shrubs and trees within front yard (not to exceed 10% of total project reimbursement)
- q. Other projects may be eligible for reimbursement upon approval.
- r. Additions or added architectural features that will enhance the character of the home
- s. Additional project permitting for major renovation:
 - i. Interior remodel
 - ii. Upgrading electrical
 - iii. Upgrading plumbing
 - iv. Upgrading mechanical systems

Labor

Only professional labor can be claimed for reimbursement. Professional labor is considered work done by an individual who is trained and engaged in such work for a career. All work must meet the housing standards set forth in Appendix B. Selected contractors cannot be listed on the Federal Debarment list.

Application Process

The City Planner shall ensure a complete application is submitted and then will process them.

- A. Administration and Approval:
 - a. Curb Appeal – City staff review and Housing Authority approval.
 - b. Downtown Apartment Conversions – City staff review and Housing Authority Approval/Administration.
 - c. Major Renovation – City staff review and Housing Authority Approval/Administration
 - d. First Time Homebuyer – City staff review and Housing Authority approval/Administration.
 - e. Property Acquisition – Common Council review and approval.
- B. A complete Pre-Documentation Project Form must be submitted. For renovation projects, this must include an itemize description of the proposed project and an estimated cost for each item. Any item not listed on the worksheet will not be considered for reimbursement or a loan. If the project is being completed by a contractor, a copy of their estimate to complete the work must be attached.
- C. Submit a timeline outlining when the project will be completed.
- D. A completed W-9 form must be completed and submitted in order to be eligible for the program.
- E. City Staff determines whether the applicant owes money to the City or Public Utilities and if there are any Correction Notices on the property.
- F. Before photos of the proposed project. Items will not be considered if before photos are not submitted.
- G. A Housing Quality Standards (HQS) Inspection is conducted. This is to ensure the dwelling will meet housing quality standards after the project is completed. *For all programs except Downtown Conversion – as these spaces will require more significant state and/or local code reviews and would not likely meet a HQS inspection at application. ***If a housing unit does not pass a HQS inspection, the deficiencies must be corrected before funds can be approved.***

- H. It is anticipated that an applicant will receive a response regarding eligibility for the Program within 30 days from the date received.
- I. A signed Agreement must be submitted. If approved, a signed copy of the Agreement from the City will be sent back to the applicant.
- J. Additional Requirements
 - a. Three (3) recent consecutive months of paycheck stubs
 - b. Last one (1) year full tax return (federal) and W2's and 1099s.
 - c. Last six (6) months checking/savings statements and recent retirement/financial asset statements.
 - d. Most recent mortgage loan statement (if any) and homeowner's insurance policy and coverage page.
 - e. Statement of all current debt.

Authority Approval

Applications will be reviewed on an ongoing basis. The following criteria will be taken into consideration for approval or denial:

- Applicant's financial history.
- History of applicant and/or listed contractors including past ordinance violations and/or citations.
- Quality of work performed by the applicant in any other applicable home renovation.
- Project quality.
- Neighborhood impact of the project.

Administration

The City Planning Office will coordinate with the Chippewa County Housing Authority (serving as the City of Chippewa Falls' Housing Authority) to implement the BUILD-CF program. Administration includes, but is not limited to, promoting and advertising the program, accepting and reviewing completed applications, interpreting program guidelines, approving or disapproving property acquisitions, and reviewing reimbursement requests.

Any loan or grant funds that were allocated but not used in full by an approved applicant and/or any unused funds within the calendar year will either be reprogrammed to another loan/grant application with eligible project(s) or will be carried over to the next calendar year's budget.

Approving or disapproving applications, loans and grants for the programs will be done on an as-needed basis. The Chippewa County Housing Authority, after consultation with City staff, will have final determination on amount and successful recipients from all programs with the exception of the Acquisition Program.

The City and Chippewa County Housing Authority will enter into a separate agreement for administration efforts. The estimated fee schedule for administrative expenses payable to CCHA is shown below. Administration expenses will be payable from the BUILD-CF Program funds.

CCHA ADMINISTRATIVE FEE SCHEDULE

Curb Appeal

\$55 per applicant file for administrative expenses (review/double check application and loan committee)

\$125 – HQS inspection

Major Renovation

10% of loan amount for administrative expenses

\$50 annual fee per unit that is tenant occupied for income/housing expense ratio

\$250² – initial HQS and final inspection

\$65² – title work

\$30² – recording fee

\$600^{1,2} – Lead risk assessment (if needed)

\$500^{1,2} – Lead clearance test (if needed)

\$560^{1,2} – Asbestos testing (if needed)

Downtown Housing Conversion

10% of loan amount for 2 units or less for administrative expenses (includes any payment inspections)

7.5% of loan amount for 3 or more units for administrative expenses (includes any payment inspections)

\$50 annual fee per unit that is tenant occupied for income/housing expense ratio

\$65² – title work

\$30² – recording fee

\$600^{1,2} – Lead risk assessment (if needed)

\$500^{1,2} – Lead clearance test (if needed)

\$560^{1,2} – Asbestos testing (if needed)

First Time Homebuyer

10% of loan amount for administrative expenses

\$125² – HQS inspection

\$30² – recording fee

¹Price estimate – may be higher depending on scope of work and number of tests needed

²Items will be paid from City to CCHA upon invoice. Items will be included in mortgage/loan amounts. In the event loans are not forgiven, program funds may recapture these dollars.

Only funds available from TID Affordable Housing Extension(s) will be utilized to fund these programs. It is intended to retain the funds in this account until they are exhausted, which may span many years. At least 75% of the funds will go to improve affordable housing within the City of Chippewa Falls.

Conflict of Interest

Each applicant will be required to disclose conflict of interest and may be determined to be ineligible based on conflict of interest.

Elected officials with the City of Chippewa Falls and the Chippewa County Housing Authority representatives are not eligible for the programs.

Program Amendments

Any update clarifying the intent of the document and/or process that does not drastically change the program details or the programs intent may be made by City staff. Changes that would alter the programs intent, drastically change the review and approval process, or alter a funding amount shall require consent of the Common Council.

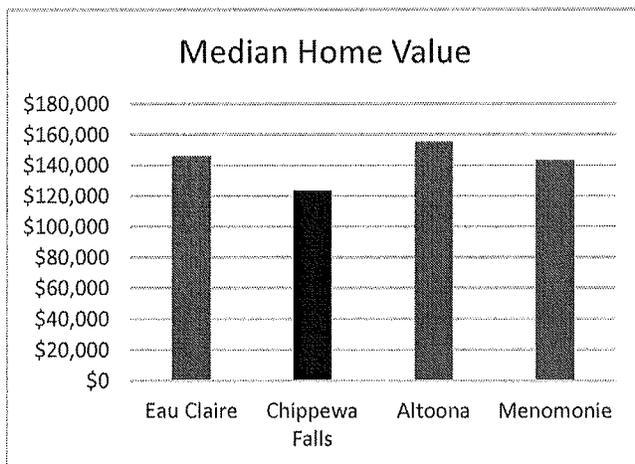
These programs and procedures may be revised at any time by the City without prior notice. The City retains the exclusive right to change, add to, eliminate, or modify the program requirements at any time, with or without notice.

Funding for these programs is limited. The City may suspend the program from new applications from time to time as funding availability changes.

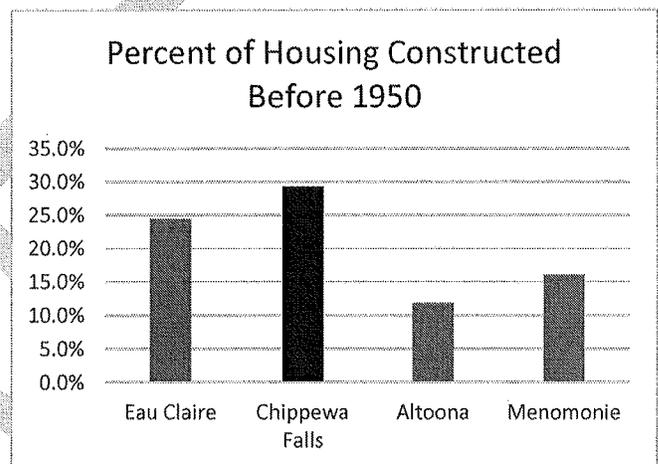
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APPENDIX A - Background

A person's home is typically the largest investment they will make. Similarly – a City's housing stock is often one of a community's largest assets. Chippewa Falls housing varies widely in style, age and value. Almost 30 percent was constructed prior to 1950, significantly higher than many nearby communities. The City's median home value is \$123,500 – significantly lower than nearby communities. These two factors typically correlate strongly. While that does result in Chippewa Falls being generally more affordable than some nearby communities, it also reflects an older housing stock which tend to require more maintenance and upkeep to prevent their condition from deteriorating – and subsequently deflating housing values.

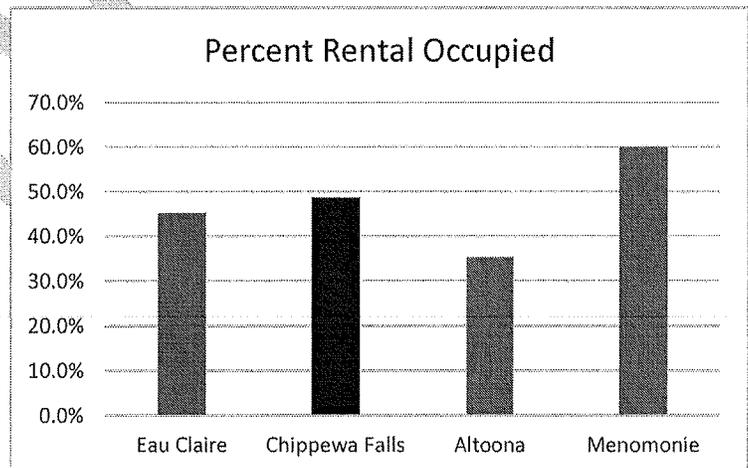


2018 American Factfinder



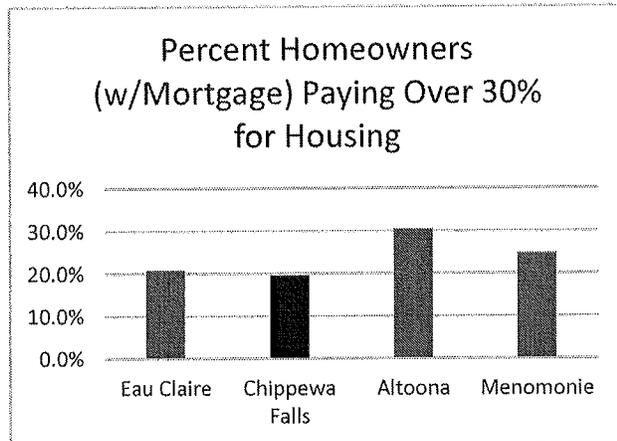
2018 American Factfinder

A large portion of the City's housing stock is rental units – which can again affect housing values. Slightly under half (48.7%) of Chippewa Falls' housing stock are rental units. While this is not particularly out of line with Eau Claire's (45.2%) and Menomonie's (60.1%); the difference is both of those communities have four-year UW-System Universities within their geographical boundaries.

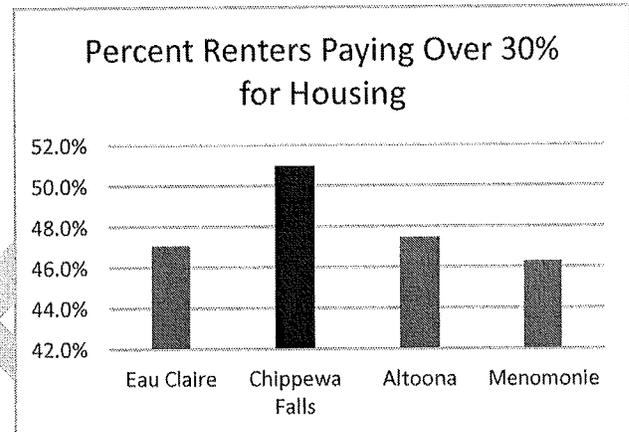


2018 American Factfinder

The US Department of Housing and Urban Development has identified that affordable housing ideally consumes less than 30 percent of a household's income. This does not mean households cannot spend more than this if they want or need to, but acts as a general unit of measurement for affordability. In Chippewa Falls, owner-occupied housing units are generally more affordable than those in neighboring communities. However, 51 percent of rental households are paying more than 30% of their income towards housing costs; far higher than other surrounding communities.



2018 American Factfinder



2018 American Factfinder

Hence – the various offerings within BUILD-CF. In an attempt to encourage reinvestment into older homes, transitioning and encouraging new homeownership, and trying to generate additional rental units that are income restricted are all an attempt to generally improve and re-balance Chippewa Falls housing.

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APPENDIX B

These programs are primarily aimed at renovating existing homes. The character of these homes should be preserved and enhanced when possible. The purpose of the renovations are not to make an old house new – but rather to improve or repair existing features. The following design guidelines should be followed to ensure that the aesthetics of existing homes are not lost with renovation projects. However – improvements made should be done in a fashion to that does not create an unsustainable burden – proposals to be evaluated on a case-by-case basis.

A. Siding:

- When existing wood siding exists it is preferred that the existing siding be maintained opposed to replacing it with new siding. This will depend on the severity of degradation and long-term maintenance challenges.
- New siding shall be applied in a manner to preserve distinguishing architectural features and ornamentation.
- Width of new siding should be consistent with the type, age and style of house.

B. Brick and Exterior Masonry

- When feasible, exterior masonry is to be preserved and repaired.
- New masonry shall be applied in a manner that preserves distinguishing architectural features and ornamentation.

C. Porches

- Existing porches will be maintained and repaired. In no case should a salvageable porch be removed.
- Existing front porches will be maintained and repaired to original appearance and condition. Salvageable front porches will not be removed.

D. Windows and Doors

- Style and design of new windows or doors should match the original.
- Removal of windows or doors shall not be permitted unless the removal of the window or door is vital to the completion of the project.
- The replacement of windows shall not destroy any distinguishing features or architectural ornamentation.
- A new window or door may not be smaller than the existing window or door.

E. Outbuildings

- Any outbuilding, shed, garage or other structure will conform in style and color to the principal structure on the lot.

Chippewa Falls Public Works Base Course Crushing Quotes

10/15/2020											
Item Description	UofM	Est. Quantity	Senn Blacktop		Haas Sons, Inc		A-1 Excavating		Stelter, Inc		
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
Crushing Recycled City Owned Materials to Conform to Base Agg. Dense 1 1/4-Inch	CY	21000	\$3.80	\$79,800.00	\$4.00	\$84,000.00	\$4.88	\$102,480.00	\$5.60	\$117,600.00	



7. **Payment.** Customer will receive a monthly statement from Company reflecting service for streetlights identified in this Agreement and payment shall be rendered on or before the due date. Customer also understands that if payment is not made, Company shall have the right to discontinue streetlight operations and maintenance services covered under this Agreement and Customer's liability shall not be avoided nor any right of the Company waived by said discontinuation. A one percent (1%) per month late payment charge will be applied to outstanding charges unpaid 20 days after the date of billing.
8. **Equipment Damage; Prevention of Service.** In the event Company is prevented from performing the agreement wholly or in part by reason of any cause not reasonably within its control, including fire, explosion, flood, strike or unavoidable accident, Federal, State or Municipal interference, Company will (except in the event of a practically total destruction of its property or a practically total suspension of its business) proceed with all reasonable diligence to put itself and its works in condition to resume and continue that supply of electric energy and the performance of the agreement. During the existence of such interruption or cessation, Company will furnish as much electric energy and other service called for by the agreement as it is able to furnish, pro-rata, with the rightful requirements of its own uses and the uses of other customers. In the event of the total or partial interruption of service by reason of any cause not within the control of Company, including the above mentioned causes, it is understood that Company shall not be liable for damages caused by such interruption of service, except to the extent of a pro-rata reduction in the compensation agreed upon.
9. **Understanding of the Parties.** This Agreement contains, with respect to the specific services to be performed by Company, the entire understanding of the parties, and shall supersede any other oral or written agreements. No course of prior dealing, usage of trade and course of performance shall be used to modify, supplement or explain any terms of this Agreement.
10. **No Implied Waiver.** Failure by Company at any time or from time to time to enforce any of the provisions of this Agreement shall not be construed to be a waiver of such provision or of Company's right, to thereafter enforce each and every provision hereof.
11. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Wisconsin (as opposed to conflicts of laws provisions) as though all acts and omissions contemplated hereby or related hereto occurred in Wisconsin. If any provision of this Agreement is determined by a court to be unenforceable, then such provision will be deemed null and void but the remaining provisions shall be enforceable according to their terms.
12. **Transfer of Rights.** This Agreement shall be binding upon and inure to the benefit of the parties' successors and assigns, provided that written consent of the non-assigning party is first received. Notwithstanding the foregoing, the parties agree that the Company may assign its rights or obligations to its parent or any of its affiliates without the written consent of the Customer. All other assignments or transfers of rights or obligations established hereunder without the advance written consent of the other party are void.
13. **Notices.** All Customer notices under this Agreement shall be sent or delivered to Customer's Billing Address. All Company notices under this Agreement shall be sent or delivered to 1414 W. Hamilton Ave, Attn: Outdoor Lighting Services, PO Box 8, Eau Claire, WI 54702-0008.

SIGNATURE PAGE FOLLOWS



In consideration of the forgoing mutual promises, the sufficiency of which the parties acknowledge, the parties' respective authorized agents execute this Agreement:

Customer:

Xcel Energy:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



XCEL ENERGY USE ONLY	Date:
Xcel Energy Outdoor Lighting Consultant	
Xcel Energy Contract Code:	5767701



EXHIBIT 1

Approved Non-facility Attachments

Street Sign: (Placed at all intersections)

Flag: (Flags and banners would be alternated on poles)

Banner: (Flags and banners would be alternated on poles)

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ____ day of October 20, 2020 between the City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Ryan Stelter, a individual property owner ("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 Stelter Ridge, a copy of which is attached hereto as Exhibit "A." The preliminary plat of Stelter Ridge was approved by the City Plan Commission on August 10, 2020 and by the City Council on August 25, 2020.

(b) Development. Developer desires to develop and construct the Stelter Ridge Development (the "Development") upon the Property. Upon approval of the final Plat of Stelter Ridge 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 prepare eleven (11) residential lots. (10) of such lots are to be for the future construction of single-family residential homes and related improvements on the property (the "Development"). The (10) lots designated for future construction are to be annexed into the City of Chippewa Falls and will be served by City services. Developer intends to begin construction of the Development in 2020, with all the lot preparation and related improvements to be completed by 2021. The vacant lots will be sold and residential home construction will be the responsibility of the purchaser.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 28.6 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Stelter Ridge.

Section 1.3 Order of Construction. Developer will initially construct a new city street, one residential buildings and related improvements. Construction of the remaining vacant lots will continue as lots are sold.

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, 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.

Section 1.7 Prior Installation. Developer shall be financially and legally responsible for any and all infrastructure installed prior to the annexation being approved and this Development Agreement being executed.

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.

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

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

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

Section 2.2 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which Developer is a party.

Section 2.3 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,

Section 2.4 Compliance. Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

Developer will install the Public Improvements in accordance with the provisions in this section.

Section 3.1 Final Plat Approval. Provided that Developer is not in default of this Agreement, City will approve the Final Plat in advance of acceptance of the Public Improvements within the Final Plat.

Section 3.2 Contracts for Work. The Public Improvements will be constructed and installed prior to such buildings and improvements being constructed. Building permits will not be issued prior to Public Improvements being constructed and installed. Developer may award separate contracts for each part of the Public Improvements. Any contract awarded by Developer for work on the Public Improvements must contain the following provisions:

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

(1) Failure to make satisfactory progress toward completion of the work subject to the contract after contractor has been given three (3) notices by Developer and contractor has failed in each case to commence making satisfactory progress toward completion of the work within seventy-two (72) hours of such notice.

(2) Failure to comply with the Plans and Specifications or to correct deficiencies after contractor has been given three (3) notices by Developer and contractor has failed in each case to meet the Plans and Specifications or correct deficiencies within seventy-two (72) hours of such notice.

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developer will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer Or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on the Public Improvements, Developer shall provide to City either an irrevocable letter of credit or a performance bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of all of the Public Improvements. A performance bond or irrevocable letter of credit is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. The performance bond or irrevocable letter of credit shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond or irrevocable letter of credit be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

Each performance bond or irrevocable letter of credit will provide that City may draw upon it for the full face amount of the cost of curing any default of Developer hereunder after City has provided written notice to Developer describing the default and Developer has not cured such default within ten (10) days of receipt of such notice.

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

ARTICLE 5 - DEVELOPERS RESPONSIBILITY

Section 5.1 Easements. Developer will execute and deliver to City upon request and without charge, permanent easements for the location, construction, installation and operation of the Public Improvements on the Property as designated in the Plans and Specifications or will execute and deliver to City upon request and without charge, a deed or deeds for the portions of the Property on which the Public Improvements are located, which easements and deeds shall be in form and content satisfactory to City.

Section 5.2 Inspection. Developer shall instruct its engineer to provide adequate

field inspection personnel to assure an acceptable level of quality control of the Public Improvements, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management

.Developer shall pay the City for engineering and construction observation of the Public Improvements performed by the City Engineer. Such engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the work, coordination for final inspection and acceptance, and processing of request for reduction in security.

Section 5.3 Engineering Data. Developer, through its engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in carrying out the City Engineer's duties under this Agreement in order to ensure that the Public Improvements conform to the Plans and Specifications.

Section 5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

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

(a) 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. Refer to Exhibit D for approved haul route.

ARTICLE 6- INSURANCE

Section 6.1 Insurance. Developer and its contractors will provide and maintain or

(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:

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) 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: Ryan Stelter
15331 STH 124
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, City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and Developer has caused this Agreement to be executed in its company name by a duly authorized member, Wisconsin, on the day and year first above written.

In Presence Of:

CITY OF CHIPPEWA FALLS

By: _____
Greg Hoffman, Mayor

Attest: _____
_____, City Clerk

DEVELOPER

Ryan Stelter

By: _____
Ryan Stelter

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this _____ day of October, 2020, the above-named Greg Hoffman and _____, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capabilities.

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

* _____
Notary Public
State of Wisconsin
My Commission expires _____

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this _____ day of October, 2020, the above-named Ryan Stelter, who to be stated that he is the Owner and Developer, 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 _____

List of Exhibits

- Exhibit A Draft of Preliminary Plat
- Exhibit B Legal Description of the Property
- Exhibit C Description of the Public Improvements and Estimates of Costs
- Exhibit D Haul Route

Exhibit A Draft
of Final Plat
[to be attached]

Exhibit B
Legal Description of the Property

Legal description for Stelter Ridge:

Exhibit C
Description of the Public Improvements and Estimates of Costs
[to be attached]

Exhibit D
Haul Route Map
[to be attached]