AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, October 18, 2016 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**

2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
   (a) Approve minutes of the Regular Council Meeting of October 4, 2016.

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.

4. **PUBLIC HEARINGS** - None

5. **COMMUNICATIONS** - None

6. **REPORTS**
   (a) Consider Board of Public Works minutes of October 10, 2016
   (b) Consider Plan Commission minutes of October 10, 2016.
   (c) Consider Plan Commission minutes of October 17, 2016. *(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 13, 2016.
   (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of October 5, 2016.
   (c) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of October 18, 2016. *(minutes to be distributed prior to meeting)*
   (d) Park Board minutes of October 11, 2016.
   (e) Library Board minutes of September 14, 2016.

8. **APPLICATIONS**
   (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*
   (b) Consider Street Use Permit Application from Chippewa Falls Main Street for Downtown Trick or Treating to be held on October 31, 2016 from 2:30 pm – 5:15 pm utilizing N Bridge Street from Spring St to Cedar St.
   (c) Consider Street Use Permit Application from Chippewa Falls Main Street for Horse Drawn Wagon Rides to be held on December 6-8, 13-15, and 20-22 from 4:30 pm – 8:30 pm beginning at the parking lot on 514 N Bridge St proceeding through downtown to Irvine Park (see attached map).
   (d) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Chippewa Falls Music Association for Celebration of Music to be held on October 29, 2016 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
   (e) Consider Application for Class "E" Dance and Live Music License from the Chippewa Falls Music Association for the Northern Wisconsin State Fairgrounds on October 29, 2016.
   (f) Consider Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the Hunter's Stag to be held at the KC Hall, 236 Pumphouse Rd, on November 9, 2016.
   (g) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from McDonell Area Catholic Schools for the 9th Annual Spaghetti Spectacular to be held on November 13, 2016 at McDonell Central Catholic High School, 1316 Bel Air Blvd.
   (h) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from McDonell Area Catholic Schools for the 9th Annual Mid-Winter Mardi Gras to be held on February 11, 2017 at McDonell Central Catholic High School, 1316 Bel Air Blvd.
   (i) Consider Application for Class "E" Dance and Live Music License from McDonell Area Catholic Schools for McDonell Central Catholic High School on February 11, 2017.
   (j) Consider conditional surrender from Eugene Beecroft (Irvine Ghost Pub, 130 Fleet Street) of his Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Mary Berg.

8. **APPLICATIONS** (continued)
(k) Consider Original Alcohol Beverage Retail License Application from Ritz on the River, LLC, Mary Berg, Agent for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Irvine Pub and Grill located at 130 Fleet Street.

9. **PETITIONS** – None

10. **MAYOR ANNOUNCES APPOINTMENTS**
(a) Consider appointment of Debrah Adams and Deanne Rubenzer as Election Inspectors for the 2016-2017 Election Cycle.
(b) Consider appointment of Jacqueline Price as an Election Inspector for the 2016-2017 Election Cycle. Action on this appointment scheduled for November 1, 2016.

11. **MAYOR'S REPORT** - None

12. **REPORT OF OFFICERS** - None

13. **ORDINANCES** - None

14. **RESOLUTIONS**
(a) Consider **Resolution #2016-41 Entitled:** Resolution Approving a Certified Survey Map of a Parcel on Old Eau Claire Road for Angela Schlagater.
(b) Consider **Resolution #2016-42 Entitled:** Resolution Approving a Certified Survey Map of A Cut Above for Tim and Lori Lorentz.

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
(a) Discuss and consider consenting to WRPI assigning its rights under the Wisconsin Real Property Investments, LLC Development Agreement Tax Incremental District No. 13 dated April 7, 2015 to Genesis Investment Properties, LLC.

16. **CLAIMS**
(a) Consider claims as recommended by the Claims Committee.
(b) Consider claim submitted by Jonathan Schutz, 17869 County Hwy K, Cornell (refer to insurance company).

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 14, 2016 at 3:25 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, October 4, 2016 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Police Chief Matthew Kelm, City Clerk Bridget Givens, Chippewa County Recycling Coordinator Renee Yohnk, Paul Salm of CCEDC, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Kiefer/Ford to approve the minutes of the Regular Council Meeting of September 20, 2016. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Mayor Hoffman presented a plaque to Mark Johnson honoring his years of committed service to the community.
(b) Chippewa County Recycling Coordinator Renee Yohnk provided a brief overview of the City's new recycling program to date. A survey was added to the City's website to determine satisfaction with the new recycling program with 86% of those responding indicating they are satisfied or very satisfied with the service. Recycling tonnage is continuing to increase. Yohnk reminded people not to include plastic bags or water bottle caps in their recycling.
(c) Paul Salm provided an update on Chippewa County Economic Development focusing on their key principles of economic development; retain, attract, nurture, assist, and promote.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of September 26, 2016 was cancelled due to a lack of agenda items.

COUNCIL COMMITTEE REPORTS

(a) Motion by Ford/Nadreau to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of September 28, 2016. **All present voting aye, motion carried.**

APPLICATIONS

(a) Motion by King/Ford to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**
(b) Motion by King/Ford to approve the Street Use Permit Application from Chippewa Falls Main Street for Santa's Arrival to be held on November 25, 2016 utilizing Spring Street to the parking lot of 411 N Bridge Street. **All present voting aye, motion carried.**
(c) Motion by Kiefer/Ford to approve the Street Use Permit Application from Wesley Partlo to utilize the five parking stalls in front of 19 W Central Street on October 8th, November 11th, November 26th, and December 8th from 1:00 pm – 2:00 am for Every Buddy's Music Events. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS

(a) Mayor Hoffman announced the appointment of Debrah Adams and Deanne Rubenzer as Election Inspectors for the 2016-2017 Election Cycle. Action on these appointments is scheduled for October 18, 2016.

MAYOR'S REPORT

(a) Mayor Hoffman proclaimed October 10 – 14, 2016 as Arbor Week in the City of Chippewa Falls and urged all citizens to protect our trees and woodlands.

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS

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

City General Claims:	$215,404.17
Authorized/Handwritten Claims:	$13,798.57
Department of Public Utilities:	$152,161.78
Total of Claims Presented	$381,364.52

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

(b) Motion by Kiefer/Ford to refer the claim submitted by Jeffrey Pederson, 7704 141st Street, to the insurance company. **All present voting aye, motion carried.**

(c) Motion by Kiefer/Olson to disallow the claim of Ann Shipman, 115 W South Avenue, against the City of Chippewa Falls. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by Olson/King to adjourn at 7:18 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET – October 4, 2016

NAME	ADDRESS
R F Lynn	Bay Port, CT
Renee Yohnk	Chippewa County Recycling Coord.
Alyssa Kellagher	BCI Scouts (CCEDC)
Jerilyn Sahr	Chippewa County EDC

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, OCTOBER 10, 2016 – 5:30 PM

The Board of Public Works met in City Hall on Monday, October 10, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Chippewa Fall Main Street Executive Director Teri Ouimette was also present at the meeting.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the September 6, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Teri Ouimette appeared to support Chippewa Falls Main Streets attached request for a street use permit to close Bridge Street, (Cedar Street to Spring Street), to traffic on Halloween, (October 31, 2016), between the hours of 2:30 p.m. and 5:15 p.m. Intersecting cross streets would remain open. The main reason for the request is for the safety of the 3000 to 5000 participants anticipated for the downtown trick or treating event. The Board discussed the recent similar closing of Bridge Street for the Paint the Town Pink event and noted many positive comments. The consensus that the Board reached was that this Halloween event is a community event and not to charge Main Street for the Public Works or Police services
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the Street Use Permit request from Chippewa Falls Main Street to close Bridge Street, (Cedar Street to Spring Street), on Halloween, October 31, 2016 from 2:30 p.m. to 5:15 p.m. for Halloween participant safety. In addition, to not charge Main Street for the associated requested Public Works and Police services. **All present voting aye. MOTION CARRIED.**

3. The Board discussed the attached request for a wider than 35 foot, (68') driveway for Spectrum Industries on Fleet Street. The existing driveway is 68' wide and is for the Spectrum Industries building, (former Pactiv), located at 1500 West River Street. Director of Public Works Rubenzer stated this is a very low volume traffic street and he had no issues with approving the request.
Motion by Olson, seconded by Bauer that the Board of Public Works approve a 68' wide reconstruction of an existing 68' wide driveway onto Fleet Street from the Spectrum Industries building located at 1500 West River Street. **All present voting aye except Senn who recused himself and abstained from the vote. MOTION CARRIED.**

4. **Motion** by Senn, seconded by Olson to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:46 P.M.

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

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

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 26, 2016 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 26, 2016

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 Tuesday, September 20, 2016 at 8:30 AM by Mary Bowe.

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
TUESDAY, SEPTEMBER 6, 2016 – 4:00 PM

The Board of Public Works met in City Hall on Tuesday, September 6, 2016 at 4:00 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, and Alderperson Paul Olson. Absent was Darrin Senn. Also attending were Ian Kopp and Alderperson CW King.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the August 8, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer presented the attached bid summary for the Pine Acre Lane/Pine Needle Drive Street and Utility reconstruction project. He briefly detailed quantities and noted there were four bidders and that the engineering department had conducted the bid process and would be administering the contract.
   Motion by Hoffman, seconded by Olson to recommend the Common Council accept the low bid of $108,633.03 and award the contract for the Pine Acre Lane reconstruction project to Haas Sons, Inc. Said award contingent on successful review and approval of all bid and contract documents by City Attorney Ferg. **Voting aye were Hoffman, Rubenzer and Olson. Bauer recused herself and abstained from the vote. MOTION CARRIED.**

3. The Board considered the attached State Municipal Agreement for Park Avenue, (Main St. to West Termini), reconstruction project, Project ID #8996-01-00/01. Rubenzer stated this project included a bike path and is tentatively scheduled for 2020 construction. He noted that project design was funded with 80/20 Federal(WIDOT)/Local(City)split while construction would be a 65/35 split. Sanitary Sewer main would be replaced in the north boulevard at 100% city wastewater utility cost.
   Motion by Rubenzer, seconded by Olson to recommend the Common Council approve the attached State Municipal Agreement for Park Avenue, (Main St. to West Termini), reconstruction project, Project ID #8996-01-00/01 and authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

4. Director of Public Works Rubenzer presented the attached Engineering Agreement with Ayres Associates Inc. for Hydro surveying at Glen Loch Dam. Rubenzer stated it was a requirement of the 2016 Glen Loch Dam inspection done by Ayres. He continued that WDNR required inspections every two years and that the 2018 inspection would be done by WDNR. Mayor Hoffman and alderperson Olson inquired about the dams condition and remaining life. Rubenzer stated the condition was "fair" and didn't estimate the remaining life but will ask Ayres for an estimate.
   Motion by Olson, seconded by Hoffman to recommend the Common Council approve the attached Engineering Agreement with Ayres Associates Inc. for hydro surveying at Glen Loch Dam. **All present voting aye. 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 4:17 P.M.

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

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

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
AUG 29 2016
City Clerk
City of Chippewa Falls
By

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	(715) 723-6661

☑ 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: Chippewa Falls Main Street, Inc. 514 N. Bridge St. Chippewa Falls, WI 54729
Name of the event: Downtown Trick or Treating	Estimated number of persons participating: 5,000+

Date and start and end times requested for street use:

Monday, October 31, 2016 2:30-5:15 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

North Bridge St. from Spring to Cedar Sts. - traffic flow can be diverted to Bay Street and Rushman Drive/High Street.

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

Children and their families will be trick or treating downtown. This will allow them to do it safely.

City services requested for the event (e.g., Street Department or Police Department staff time)

Barricades at Spring Street and Cedar Street

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] 8/25/16

Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
Barricades at each intersection blocking N/B and S/B traffic on Bridge St. cross traffic will be allowed - but no traffic going north or south on Bridge St during this time. CFMS Request one officer on the Bike Patrol for this event. CFMS will reimburse the city for the Bike Patrol overtime. #105

Requirements of Applicant: DPW staff - 2 staff - 4-6 hrs each to set out and pick up barricades @ $35/hr = $350 publicworks
Rgr 1 officer on OT ($50/hr approx) x 3 hrs = $150

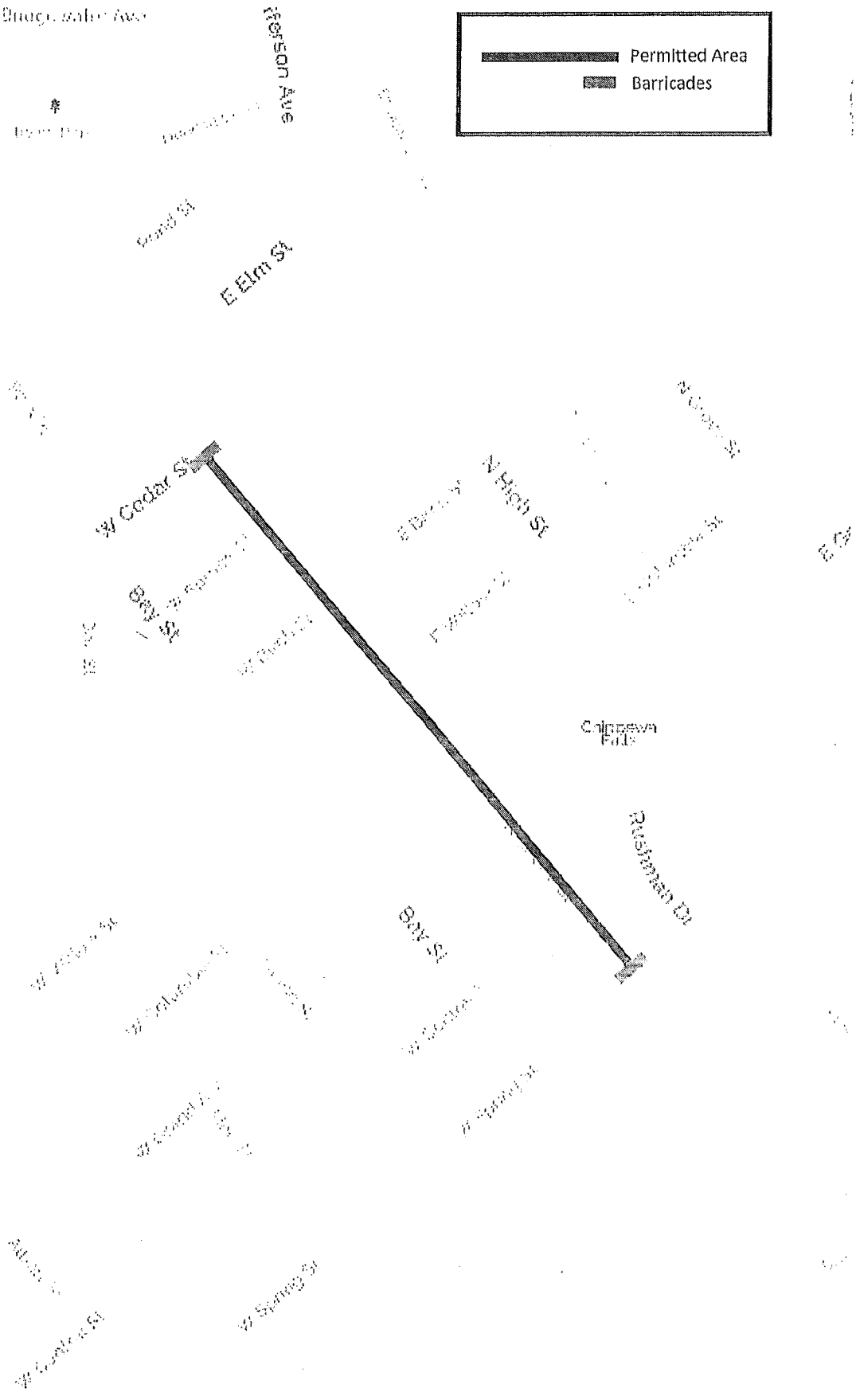
Approved by:

[signature] 9.1.16 Richard J. Rubeyn, PE Oct. 10, 2016

Signature of Chief of Police Signature of Director of Public Works

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

Decision of City Council (required): ☐ Approved ☐ Denied


Permitted Area
Barricades
E Elm St
W Cedar St
N High St
Rushmann Dr

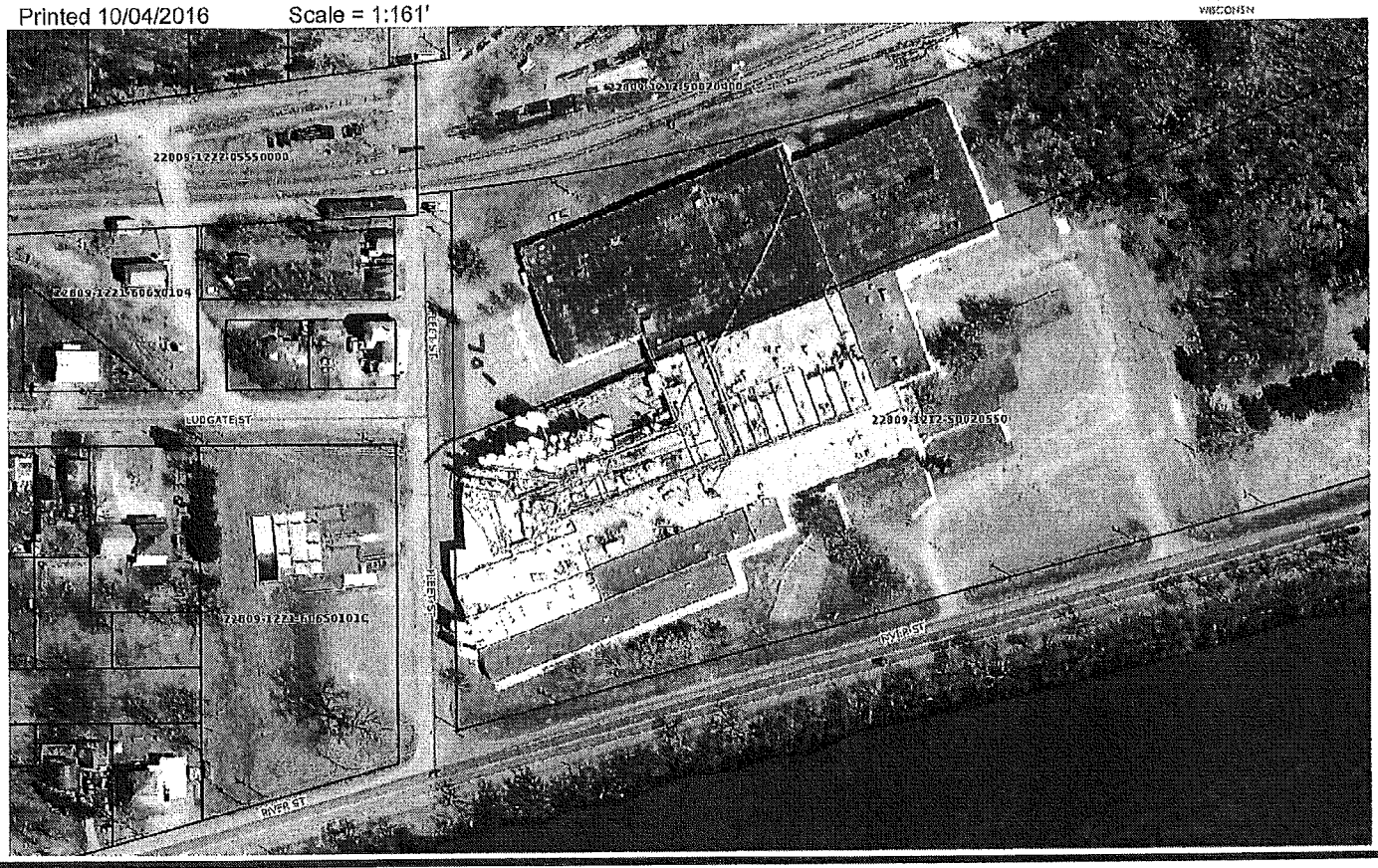
Map

CHIPPEWA COUNTY

WISCONSIN

N

Printed 10/04/2016 Scale = 1:161'



Disclaimer: This map is a compilation of records as they appear in the Chippewa County O□ces a□ecting the area shown and is to be used only for reference purposes.

Permit No. 1252

DRIVEWAY APPLICATION AND PERMIT
CITY OF CHIPPEWA FALLS, WISCONSIN

Application

I/We the undersigned hereby apply for a permit to (construct) (reconstruct) (maintain) a driveway at the following location and as follows:

Owner: Spectrum Ind Address: 1500 W River St Fleet St

Address: 925 1st Ave *(Drive Location)*

Lot _____ Block _____ Addition _____

Contractor: Sam Blacktop Contractor's Phone #: 723-8527

Drive Will Enter Upon Fleet Street

Proposed Width of Drive at Right-Of-Way Line 68 Feet

Proposed Width of Drive at Curb — Feet

Permit Fee $50.00 TR# 50443

Is this driveway being constructed in conjunction with a building permit? Yes _____ No _____

Type of Curb in Place?

Standard 30" Curb and Gutter _____

Standard Mountable Curb and Gutter____

None X Layback _____

*** Contractor is responsible to sawcut hot mix along street side of driveway. Coordinate with Street Department by calling 723-4151.**

Walk in Place? Yes _____ Width _____ Feet No X

Proposed Driveway Type: Concrete _____ Blacktop X

Additional Information: _____

Applicant's Signature: _____ Applicant is (Building Contractor) or (Driveway Contractor)

Date: 10-3-16 Applicant's Telephone #: 723-8527

Permit

A driveway permit is hereby issued for the above location under Chapter 8.04 of the Chippewa Falls Code of Ordinances and the following conditions:

Maximum Width at Right-Of-Way Line: _____

Maximum Width at Curb, Measured from Top of Curb Tapers: _____

Width of Walk Section: _____

Slope Across Walk Section: _____

Type of Driveway: _____

Is Removal of Existing Curb and Gutter Required: _____

Is a Request for Grades Being Filed at This Time: _____

(Please Call 726-2736 Ten (10) Days Prior to Construction and Request Grades)

Additional Information: _____

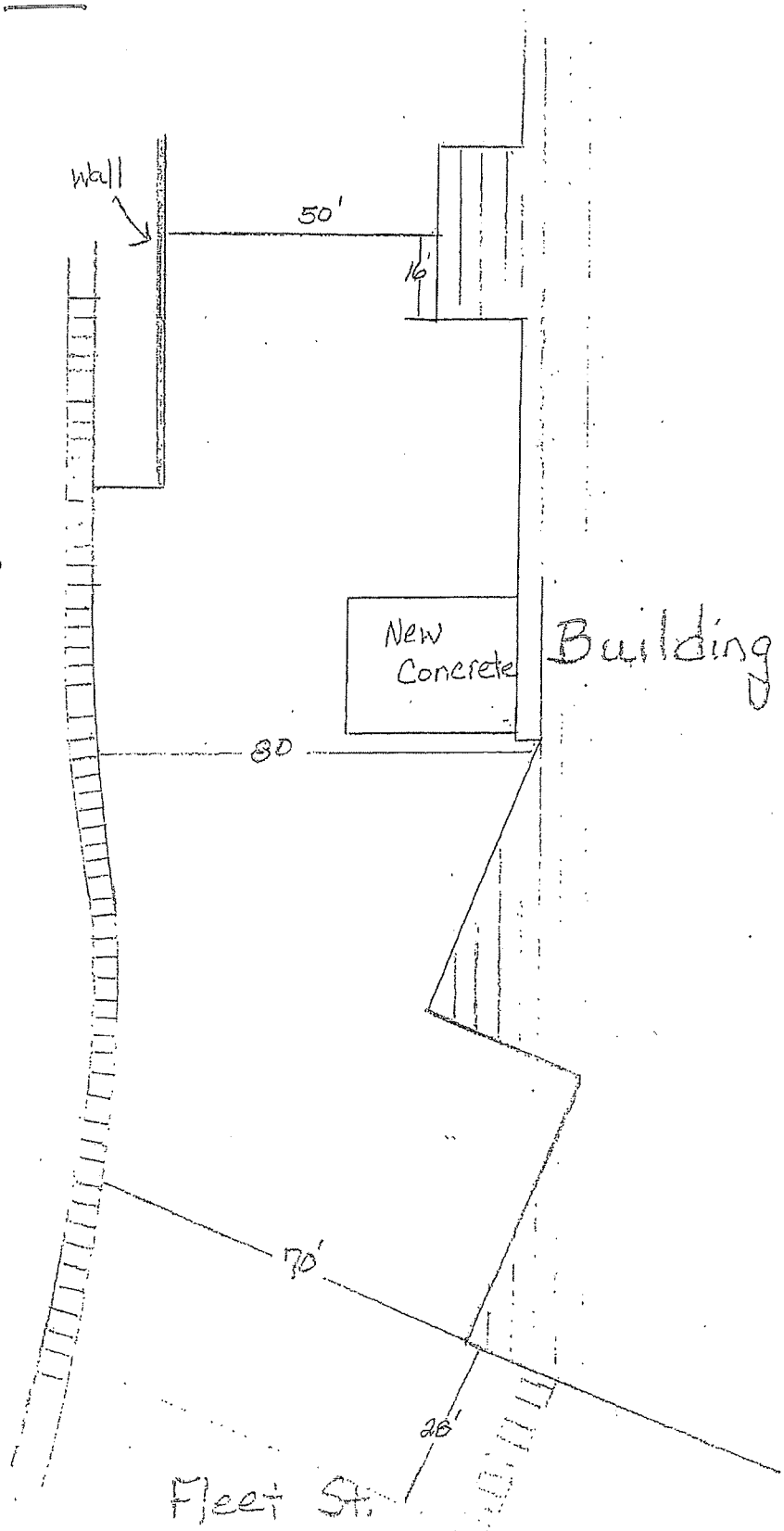
Approved By: _____ Date: _____

White - CONTRACTOR Yellow - ENGINEERING Pink - INSPECTION Gold - OWNER

Insty-Prints • 715-723-4697

Spectrum Industries
River St. Project

925 First Ave



MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, OCTOBER 10, 2016 – 6:30 PM

The Plan Commission met in City Hall on Monday, October 10, 2016 at 6:30 P.M. Present were Commissioners Greg Misfeldt, Dennis Doughty, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice Chairman Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dave Cihasky and Mike Tzanakis. Also attending were Paul and Karla Hansen.

1. **Motion** by Hubbard, seconded by Doughty to approve the minutes of the August 8, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached Certified Survey Map which combined Lot #3 of Certified Survey Map #2112 with Lot #1 of Certified Survey Map #3354 into one Lot #4 of Certified Survey Map #4611.
   Motion by Hubbard, seconded by Hull to recommend the Common Council approve the attached Certified Survey Map #4611 upon:
   1) Receipt of the $100 Certified Survey Map review fee.
   2) The property owner or the surveyor record the Certified Survey Map and provide the Engineering Department with a recorded copy.
   All present voting aye. Motion carried.

   Paul Hansen appeared to request a temporary waiver of the requirement to hard surface the parking and drive areas around the proposed Star Blend facility. Mr. Hansen stated that future municipal water and sewer service locations from the street were unknown and he didn't want to remove "new" blacktop. Secretary Rubenzer noted that municipal water and sewer main installation would probably be years away but that the water and sewer locations in the building are known so a forty or fifty foot wide strip could be left out of the paving. Mr. Hansen requested a year waiver after building completion and giving Star Blends a chance to observe the traffic flow around the building. Commissioner Arneberg asked about dust control. Mr. Hansen explained that he didn't believe there would be a large volume of traffic and not much dust production.
   Motion by Smith, seconded by Varga to grant Star Blends a temporary waiver of the requirement to hard surface the parking lots and drive areas around their proposed building until November 30, 2018. **All present voting aye. Motion carried.**

3. **Motion** by Hubbard, seconded by Doughty to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:48 P.M.

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

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

MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, AUGUST 8, 2016 – 6:30 PM

The Plan Commission met in City Hall on Monday, August 8, 2016 at 6:30 P.M. Present were Commissioners Dave Cihasky, Dennis Doughty, Dan Varga, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Beth Arneberg, Greg Misfeldt and Mike Tzanakis. Also attending was Attorney Anthony Schmoldt.

1. **Motion** by Varga, seconded by Hubbard to approve the minutes of the July 11, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Anthony Schmoldt presented the attached Certified Survey Map for the resubdivision of Lots 1-3, Block #19, Allen's Addition in the City of Chippewa Falls into four new lots. Mr. Schmoldt stated that the proposed survey was to clean up property line discussions and questions among adjacent neighbors. Secretary Rubenzer noted two changes had been made to the Certified Survey Map that was handed out at the meeting versus the Certified Survey Map attached to the agenda.
   Motion by Hubbard, seconded by Smith to recommend the Common Council approve the attached Certified Survey Map submitted by Vreeland Associate Land Surveying on behalf of Anthony Schmoldt that subdivided Lots 1-3, Block #19, Allen's Addition in the City of Chippewa Falls into four lots upon:
   1) receipt of the $100 Certified Survey Map review fee.
   Secretary Rubenzer noted that Vreeland Associate Land Surveying should provide the City with an original for signing and then upon approval of the Common Council, provide a copy of the recorded Certified Survey Map to the Engineering Department. **All present voting aye. Motion carried.**

3. **Motion** by Cihasky, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:40 P.M.

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

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

8080709
Tx:4063174
859639
RECORDED ON
09/13/2016
2:06 PM
MARGE L. GEISSLER
REGISTER OF DEEDS
REC FEE: 30.00
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 2

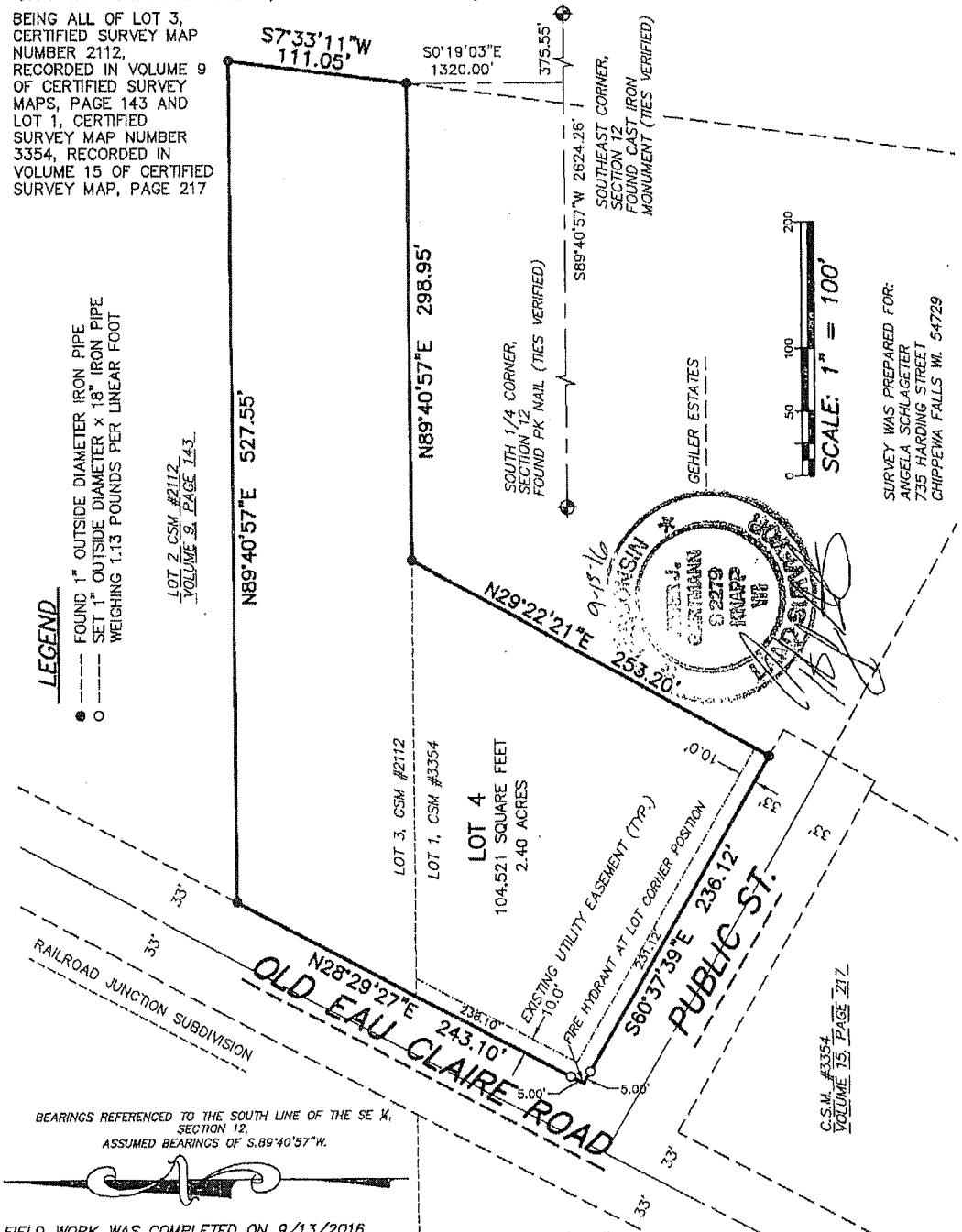
CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER 4611

RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS PAGE 140-141

Marge L Geissler
REGISTER

IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, NORTHEAST ¼ OF THE SOUTHEAST ¼ SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

BEING ALL OF LOT 3, CERTIFIED SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAP, PAGE 217



LEGEND

- ● FOUND 1" OUTSIDE DIAMETER IRON PIPE
- O SET 1" OUTSIDE DIAMETER x 18" IRON PIPE WEIGHING 1.13 POUNDS PER LINEAR FOOT

BEARINGS REFERENCED TO THE SOUTH LINE OF THE SE ¼, SECTION 12, ASSUMED BEARINGS OF S.89°40'57"W.

FIELD WORK WAS COMPLETED ON 9/13/2016

THIS CERTIFIED SURVEY MAP IS A LOT CONSOLIDATION OF EXISTING, PREVIOUSLY CREATED LOTS AND NO NEW LOTS WERE CREATED. NO REVIEW BY ANY GOVERNING AGENCIES IS REQUIRED AS NO SUBDIVISION WAS PREFORMED.

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720
(715) 514-4116
CADD #16257

SHEET 1 OF 2 SHEEETS

PAGE 140

CHIPPEWA CO. CERTIFIED SURVEY MAP NO. 4611

RECORDED IN VOL. 21
OF THE CERTIFIED SURVEY MAPS
PAGE 140 & 141
REGISTER

INDEXED

LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼
AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼. SECTION 12,
TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 3, CERTIFIED SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217

SURVEYOR'S CERTIFICATE:

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

THAT BY THE DIRECTION OF ANGELA SCHLAGETER, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼. SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 3, CERTIFIEID SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:
LOT 3, CERTIFIEID SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143, DOCUMENT NUMBER 623609.

LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217, DOCUMENT NUMBER 736624.

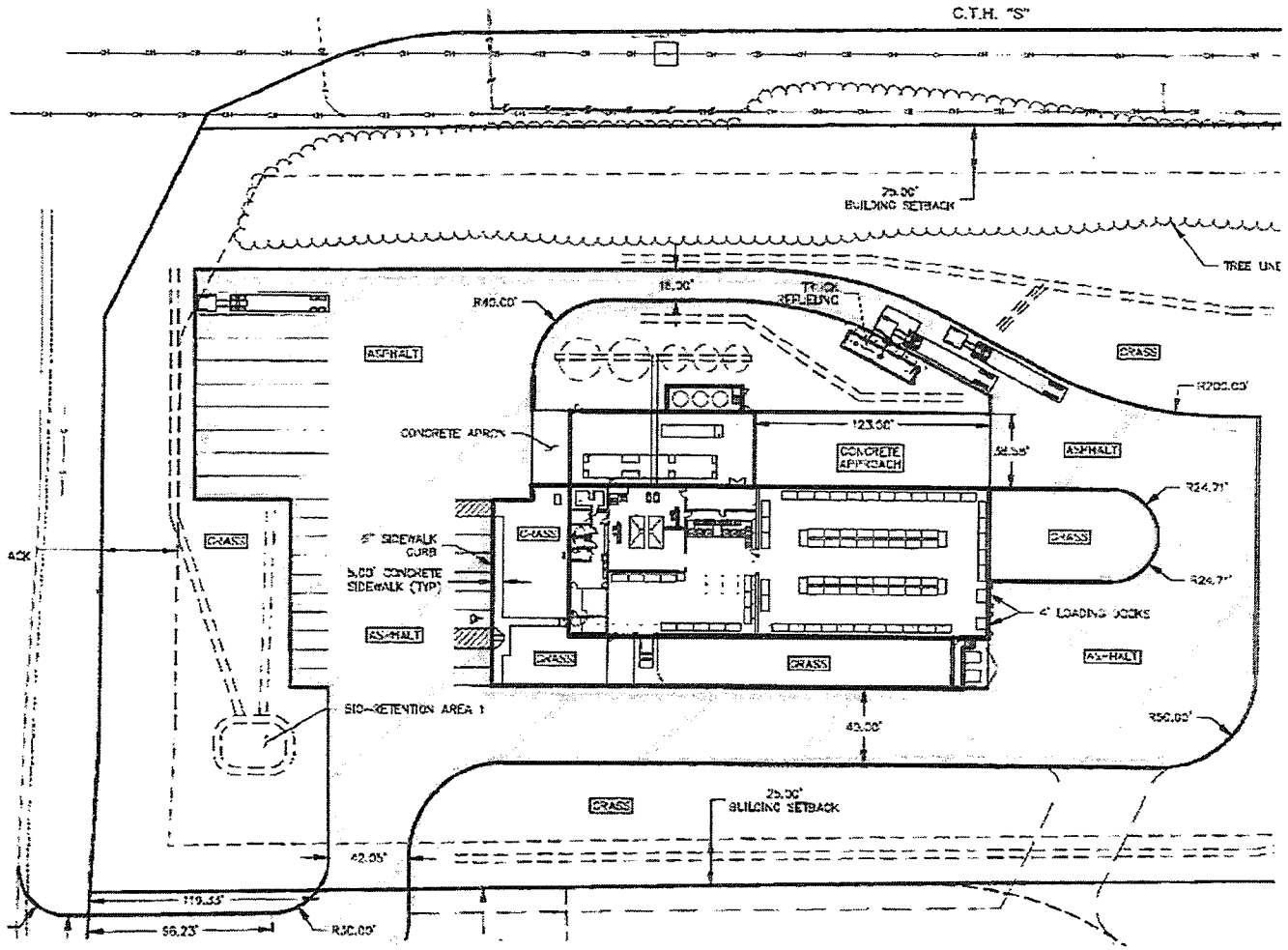
THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED.

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

_____ DATED THIS 15th DAY OF Sept, 2016
PETER J. GARTMANN, P.L.S. 2279

9-13-16

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720



TEMPORARY PAVEMENT WAIVER

STAR BLENDS

Lot 1 of CSM 4596

Chippewa Falls, WI

- 17(8)

SURFACING. (Am. #05-26) Any off-street parking area, other than that provided for single-family and two-family dwelling units, having a capacity for more than 4 vehicles shall be hard surfaced and maintained in a reasonable dustless condition, except that, subject to Plan Commission approval, this requirement may be waived temporarily or permanently as provided for in subs. (a) and (b) below. The Plan Commission shall find that if a waiver is approved for an unimproved surface that it will not result in a public nuisance or pose a potential danger to adjacent properties or the public right-of-way due to erosion, blowing dirt or dust, or ponding of water. The Plan Commission may require conditions for approval.

(a)

Temporary waivers may be allowed by the Plan Commission where it finds that future development or change in use of the property would remove or change the parking planned for paving.

(b)

Permanent waivers may be allowed by the Plan Commission where it finds the limited use of the parking area does not warrant the need for a hard surface, such as special event parking or seasonal parking, or the parking area is not required parking or is a storage yard area.

MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
October 13, 2016

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, October 13, 2016 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, Brent Ford.
Mayor/Other Council Members present: Paul Nadreau.
Others present: Finance Manager/Treasurer Lynne Bauer, Utility Office Manager Connie Freagon, Police Chief Matt Kelm, Police Lieutenants Brian Micolichek and Dave Bebeau, Street & Utility Maintenance Manager Rick Ruf, Lead Janitor Scot Michels, and Parks & Recreation Director Dick Hebert.

Call to Order: 9:00 AM

1. **Discuss funding for Police Department elevator repairs. Possible recommendations to the Council.**
   The Committee discussed quotes for elevator repairs at the Police Department. The cost to repair the oil pump is $1,069 and to repair rust damage in the elevator pit is $3,736. In addition, two estimates have been received from Bohl & Proulx and Geissler Plumbing to install sump pumps. The estimates need to be reviewed as it doesn't appear the companies are providing the same service. Chief Kelm indicated the monies can come from the 2016 budgeted amount of $5,400 that they will not be using for the computer CAD license. Additional funding could come from the gas account as it appears that account should come in under budget for 2016. The committee also discussed that electricity could be installed so the pumps automatically turn on and off. An estimate will be obtained for that and reviewed at a future meeting.

   Motion by Ford/Monarski to recommend the Council approve funding for the elevator repairs from the 2016 Police Budget. **All present voted aye. Motion carried.**

2. **Discuss parking ticket fine amounts. Possible recommendations to the Council.**
   The Committee briefly discussed parking fine amounts. More research will be done as to what other communities are charging. This issue will be discussed at a future meeting.

   No action taken.

3. **Discuss 2017 budget process, timeline and preliminary issues affecting the budget.**
   The Committee set budget meetings for Tuesday's at 8 AM commencing with October 18.

   No action taken.

4. **Adjournment.**
   Motion by Ford/Monarski to adjourn at 9:37 AM. **All present voted aye. Motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

Braun T K Elevator
Americas Business Unit

Work Order.

BR-276-9019-RO

Date:	09/14/2016	Purchaser:	Chippewa Falls Police Department
Location:	Chippewa Falls Police Department	Contact Name:	
Address:	210 Island Street	Title:	
City:	Chippewa Falls, WI 54729	Company:	Chippewa Falls Police Department
Contract #:	F02890	Address:	210 Island Street
Telephone:	(715)723-4424	City/ST/ZIP:	Chippewa Falls, WI 54729
Equipment ID:	20380	Phone:	(715)723-4424
RWO Title:	C69019 - Oil Scavenger Pump	Facsimile:	

Purchaser authorizes Braun ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

Provide and install an oil return pump in the pit with a hose running back to the oil tank. This pump comes with 2 floats, 1 to pump the oil back to the oil tank and the other to disconnect power in case the pit floods so water is not returned to the oil tank.

Purchaser agrees to pay the sum of: One Thousand Sixty-Nine ($1,069.00) Dollars which includes all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

Unless otherwise stated, you agree to pay as follows: 0% upon signed acceptance and 100% upon completion.

This Work Order is submitted for acceptance within 30 days from the date executed by Braun ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized Braun ThyssenKrupp Elevator Corporation manager.

Braun ThyssenKrupp Elevator Corporation:	Chippewa Falls Police Department	Braun ThyssenKrupp Elevator Corporation Approval:
By: Digitally signed by Michael Shaide (Signature of Braun ThyssenKrupp Elevator Representative) Michael Shaide Service Sales Rep. Return Address: 2829 Royal Avenue Madison, WI 53713 Tele: (608)268-3244 Fax: (608)221-4475 09/14/2016 (Date Submitted)	By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	By: _____ (Signature of Authorized Individual) Andrew Braun (Print or Type Name) Service Manager (Print or Type Title) _____ (Date of Approval)

Terms and Conditions.

Braun ThyssenKrupp Elevator Corporation assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that Braun ThyssenKrupp Elevator Corporation does not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Braun ThyssenKrupp Elevator Corporation has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that Braun ThyssenKrupp Elevator Corporation's personnel shall be given a safe place in which to work and Braun ThyssenKrupp Elevator Corporation reserves the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of Braun ThyssenKrupp Elevator Corporation or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold Braun ThyssenKrupp Elevator Corporation harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of Braun ThyssenKrupp Elevator Corporation performing the services herein specified, Purchaser expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of Braun ThyssenKrupp Elevator Corporation and/or its employees. Purchaser recognizes that its obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. Purchaser expressly agrees to name Braun ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure Braun ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of Braun ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

Braun ThyssenKrupp Elevator Corporation shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall

Braun ThyssenKrupp Elevator Corporation be liable for any consequential, special, or indirect damages. Braun ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order and Purchaser expressly agrees to release and discharge Braun ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

Should loss of or damage to Braun ThyssenKrupp Elevator Corporation's material, tools or work occur at the erection site, Purchaser shall compensate Braun ThyssenKrupp Elevator Corporation therefore, unless such loss or damage results from our own acts or omissions.

Purchaser agrees that all existing equipment removed by Braun ThyssenKrupp Elevator Corporation shall become the exclusive property of Braun ThyssenKrupp Elevator Corporation.

Braun ThyssenKrupp Elevator Corporation retains title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, Braun ThyssenKrupp Elevator Corporation may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at Braun ThyssenKrupp Elevator Corporation's request, Purchaser agrees to join with Braun ThyssenKrupp Elevator Corporation in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest n such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to purchaser only upon written request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the Work Order price set forth in this agreement.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

Purchaser shall bear all cost(s) for any reinspection of Braun ThyssenKrupp Elevator Corporation's work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of Braun ThyssenKrupp Elevator Corporation.

The price of this work described above does not include applicable sales and/or use taxes or fees for necessary permits and/or licenses unless specifically provided for elsewhere in this Work Order. Even in the event that any of those items have been specifically included elsewhere in this Work Order, Purchaser agrees to pay Braun ThyssenKrupp Elevator Corporation, as an extra, for any change in the amount and/or cost of those items as required by any applicable statute, law, or governmental act enacted or modified after the date that Braun ThyssenKrupp Elevator Corporation first submitted this Work Order to Purchaser.

A service charge of 1 ½% per month, or the highest legal rate, whichever is more,, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Purchaser hereby waives trial by jury. Purchaser agrees that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. Purchaser consents to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

The rights of Braun ThyssenKrupp Elevator Corporation under this agreement shall be cumulative and the failure on the part of the Braun ThyssenKrupp Elevator Corporation to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by Braun ThyssenKrupp Elevator Corporation in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between the parties.

Chippewa Falls Police Department

By: _____

(Initial by Authorized Individual)

BR-276-9019-RO

Braun T K **Elevator**
Americas Business Unit

Work Order.

BR-276-8577-RO

Date:	09/14/2016	Purchaser:	Chippewa Falls Police Department
Location:	Chippewa Falls Police Station	Contact Name:	
Address:	210 Island Street	Title:	
City:	Chippewa Falls, WI 54729	Company:	Chippewa Falls Police Department
Contract #:	F02890	Address:	210 Island Street
Telephone:	(715)723-4424	City/ST/ZIP:	Chippewa Falls, WI 54729
Equipment ID:	20380	Phone:	(715)723-4424
RWO Title:	C68577 - clean and paint pit	Facsimile:	

Purchaser authorizes Braun ThyssenKrupp Elevator Corporation to perform the following described work on the following elevator(s) in the above building:

The elevator pit in the above mentioned elevator occasionally floods. The pit jack channel, buffer stands hydraulic oil line and bottom of riser have begun to rust. Along with this, the pit floor has accumulated lime scale.

We will provide the material and labor to clean the above mentioned parts and coat them with a moisture resistant, heavy duty coating.

Purchaser agrees to pay the sum of: Three Thousand Seven Hundred Thirty-Six ($3,736.00) Dollars which includes all applicable taxes. Delivery and shipping is included. All work is to be performed during regular working days and hours, unless otherwise indicated herein. No permits or inspections by others are included in this work, unless otherwise indicated herein.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work order.

Unless otherwise stated, you agree to pay as follows: 0% upon signed acceptance and 100% upon completion.

This Work Order is submitted for acceptance within 30 days from the date executed by Braun ThyssenKrupp Elevator Corporation.

Purchaser's acceptance of this Work Order together with the terms and conditions printed on subsequent pages hereof and which are expressly made a part of this proposal and agreed to, will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. This Work Order specifically contemplates work outside the scope of any maintenance contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the written approval of an authorized Braun ThyssenKrupp Elevator Corporation manager.

Braun ThyssenKrupp Elevator Corporation:	Chippewa Falls Police Department	Braun ThyssenKrupp Elevator Corporation Approval:
By: Digitally signed by Michael Shaide DN: cn=Michael Shaide, o=Braun ThyssenKrupp Elevator, ou=Service and Maintenance, email=michael.shaide@braun-corp.com, c=US (Signature of Braun ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
Michael Shaide Service Sales Rep. Return 2829 Royal Avenue Address: Madison, WI 53713 Tele: (608)268-3244 Fax: (608)221-4475	_____ (Print or Type Name) _____ (Print or Type Title)	Andrew Braun (Print or Type Name) Service Manager (Print or Type Title)
09/14/2016 (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

Terms and Conditions.

Braun ThyssenKrupp Elevator Corporation assumes no responsibility for any part of the elevator equipment except that upon which work has been done under this agreement. No work, service, examination or liability on the part of us other than that specifically mentioned herein is included or intended. It is agreed that Braun ThyssenKrupp Elevator Corporation does not assume possession or control of any part of the equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Our performance of this contract is contingent upon your furnishing us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment.

Braun ThyssenKrupp Elevator Corporation has made no examination of, and assumes no responsibility for, any part of the elevator equipment except that necessary to do the work described in this proposal.

It is agreed that Braun ThyssenKrupp Elevator Corporation's personnel shall be given a safe place in which to work and Braun ThyssenKrupp Elevator Corporation reserves the right to discontinue our work in the building whenever, in our sole opinion, this provision is being violated.

You agree that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of Braun ThyssenKrupp Elevator Corporation or those of our subcontractors, the work place will be monitored, and prior to and during our presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event our employees, or those of our subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than our employees, or those of its subcontractors, you agree to indemnify, defend, and hold Braun ThyssenKrupp Elevator Corporation harmless from any and all claims, demands, lawsuits, and proceedings brought against us, or our employees resulting from such exposure. You recognize that your obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is your responsibility.

Unless otherwise agreed, it is understood that the work will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at our usual rates for such work shall be added to the contract price.

In consideration of Braun ThyssenKrupp Elevator Corporation performing the services herein specified, Purchaser expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against Braun ThyssenKrupp Elevator Corporation, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of Braun ThyssenKrupp Elevator Corporation and/or its employees. Purchaser recognizes that its obligation to Braun ThyssenKrupp Elevator Corporation under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance. Purchaser expressly agrees to name Braun ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure Braun ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or or losses arising from the sole negligence or responsibility of Braun ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

Braun ThyssenKrupp Elevator Corporation shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control, and in no event shall

Braun ThyssenKrupp Elevator Corporation be liable for any consequential, special, or indirect damages. Braun ThyssenKrupp Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order and Purchaser expressly agrees to release and discharge Braun ThyssenKrupp Elevator Corporation from any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order.

Should loss of or damage to Braun ThyssenKrupp Elevator Corporation's material, tools or work occur at the erection site, Purchaser shall compensate Braun ThyssenKrupp Elevator Corporation therefore, unless such loss or damage results from our own acts or omissions.

Purchaser agrees that all existing equipment removed by Braun ThyssenKrupp Elevator Corporation shall become the exclusive property of Braun ThyssenKrupp Elevator Corporation.

Braun ThyssenKrupp Elevator Corporation retains title to all equipment supplied by us under this contract, and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of this contract, including deferred payments and any extension is thereof, shall have been made. In the event of any default by you in the payment, under any other provision of this contract, Braun ThyssenKrupp Elevator Corporation may take immediate possession of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at Braun ThyssenKrupp Elevator Corporation's request, Purchaser agrees to join with Braun ThyssenKrupp Elevator Corporation in executing any financing or continuation statements, which may be appropriate for us to file in public offices in order to perfect our security interest n such equipment.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage Liability Insurance coverage will be furnished to purchaser only upon written request. The premium for any bonds or insurance beyond our standard coverage and limits will be an addition to the Work Order price set forth in this agreement.

If any drawings, illustrations or descriptive matter are furnished with this proposal, they are approximate and are submitted only to show the general style and arrangement of equipment being offered.

Purchaser shall bear all cost(s) for any reinspection of Braun ThyssenKrupp Elevator Corporation's work due to items outside the scope of this agreement or for any inspection arising from the work of other trades requiring the assistance of Braun ThyssenKrupp Elevator Corporation.

The price of this work described above does not include applicable sales and/or use taxes or fees for necessary permits and/or licenses unless specifically provided for elsewhere in this Work Order. Even in the event that any of those items have been specifically included elsewhere in this Work Order, Purchaser agrees to pay Braun ThyssenKrupp Elevator Corporation, as an extra, for any change in the amount and/or cost of those items as required by any applicable statute, law, or governmental act enacted or modified after the date that Braun ThyssenKrupp Elevator Corporation first submitted this Work Order to Purchaser.

A service charge of 1 ½% per month, or the highest legal rate, whichever is more,, shall apply to delinquent accounts. In the event of any default of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection costs or court costs in connection therewith.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

Purchaser hereby waives trial by jury. Purchaser agrees that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. Purchaser consents to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

The rights of Braun ThyssenKrupp Elevator Corporation under this agreement shall be cumulative and the failure on the part of the Braun ThyssenKrupp Elevator Corporation to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by Braun ThyssenKrupp Elevator Corporation in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this agreement.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between the parties.

Chippewa Falls Police Department

By: _____

(Initial by Authorized Individual)

BR-276-8577-RO

PROPOSAL

BOHL & PROULX PLUMBING, INC.
Plumbing & Water Systems
1280 W. River Street
Chippewa Falls, WI 54729
832-4795 or 723-9655

Proposal Submitted To: CHIPPEWA FALLS POLICE DEPT	Phone	Date 10-6-16
Street	Job Name SUMP PUMP REPLACEMENT	
City, State and Zip	Job Location	
Attention SCOT MICHELS	Fax Number	Job Phone

REPLACE TWO CLEAR WATER SUMP PUMPS IN EXISTING PIT. PUMPS WILL BE ABLE TO BE CONVERTED TO ALTERNATE, BUT ONLY IF THEY ARE REWIRED BY AN ELECTRICIAN. NO ELECTRICAL INCLUDED BUT PUMPS WILL WORK AT 110 VOLT AND CAN OPERATE WITH A PLUG IN LIKE THEY CURRENTLY ARE.

MATERIALS AND LABOR --$1243.00

We Propose hereby to furnish material and labor – complete with the above specifications, for the sum of:

_____ dollars $ _____

Payment to be made as follows:

All material is guaranteed to be as specifies. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmens Compensation Insurance.

Authorized Signature Jeffrey R Bohl

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified.

PAYMENT TO BE MADE AS OUTLINED ABOVE.

DATE OF ACCEPTANCE: _____

Signature: _____

Signature: _____

Geissler Plumbing, Inc

1702 Martin Road
Bloomer, WI 54724
Phone: 715-568-1213
Email: geisplb@bloomer.net

Estimate

Date	Estimate #
9/16/2016	490

Name / Address
Chippewa Falls Police Dept. 210 Island St. Chippewa Falls, WI 54729

Project

Item	Description	Qty	Rate	Total
	ESTIMATE FOR REPLACING SUMP PUMPS			
VA1	52249 000 7 VA1 SUMP PUMP HYDROMATIC WITH ROD	2	177.63	355.26T
2' IP BALL VALVE	T100 2' IP JOMAR THRD BV	1	77.06	77.06T
1102 HICO	2 ' SUMP PUMP CHK VALVE	1	34.51	34.51T
2' X 10 FT	2' X 10 FT SCH 40 PIPE AND FITTINGS	15	5.32	79.80T
1-1/2" x 2" MALE...	436-213 1-1/2x2 SCH40 PVC MPTXSOC ADPT	1	3.35	3.35T
SERVICE CALL ...	SERVICE CALL OVER 1 HOUR	1	20.00	20.00T
LABOR TERENCE	LABOR	4	80.00	320.00T
	Sales Tax		0.00%	0.00

Total $889.98

Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
October 5, 2016

Committee #2 met on Wednesday, October 5, 2016 at 10:45 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, and John Monarski
Mayor/Other Council Members present: Rob Kiefer, Paul Nadreau
Others present: Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Attorney Steve Weld, Mediator Peter Davis, and Fire Department Union Members Greg Bowe, Kyle Schimmel, Dan Loschko and Chuck Goettl.

Call to Order: 10:45 AM

1. **Open Session**

2. **Closed Session**
Motion by Hull/Monarski to go into closed session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other public business whenever competitive or bargaining implications require a closed session" to: **a) Discuss labor negotiation issues and strategy; and b) conduct mediation between the City of Chippewa Falls and Chippewa Falls International Association of Firefighters Local 1816;** and to include Committee and Council Members, Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, Attorney Steve Weld, Mediator Peter Davis, and Fire Department Union Members; and may return to open session.

Roll call vote: Hull - Aye; Monarski – Aye; King - Aye. Motion carried.

The Committee conducted mediation regarding labor issues with Firefighters Local 1816 Union Representatives.

Motion by Hull/ Monarski to return to open session. **All present voted aye. Motion carried.**

3. **Adjournment**
Motion by Monarski/Hull to adjourn at 12:53 PM. **All present voted aye. Motion carried.**

Minutes submitted by,
CW King, Chair

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, October 11, 2016

1. Call to order by Beth Arneberg at 6:00 p.m.

   Roll Call: Members Present: Audrey Stowell, Rob Kiefer, Carmen Muenich, Beth Arneberg and Heidi Hoekstra. Absent: Dale Berg.

   Staff present: Dick Hebert and Josh Kriesel.

2. Approval of September 13, 2016, Minutes: **Motion by Muenich/Hoekstra to approve September 13, 2016, minutes. Motion carried.**

3. Personal Appearances By Citizens. None.

4. Discuss / Consider Special Event Applications:

   a. United Way Community Block Party. Dick Hebert presents that the United Way Community Block party is an annual event, which is scheduled for Saturday, September 9, 2017. The Activity Building & Pavilion are both utilized and reserved. They should have a place to set up on Friday and store items overnight. Because this is a community event and not a fundraiser, Hebert proposes waiving the fee for the activity building on Friday. This past year, there were approximately 1,200 people who participated in the event. Parking concerns were discussed. It was also discussed that this is an event that may soon be too large to hold at Irvine Park. **Motion by Arneberg/Stowell to approve the event with past practice with the exceptions of waiving the reservation fee for the activity building on Friday and addressing parking concerns. Motion carried.**

5. Discuss/Consider:

   a. Discuss Irvine Park Wayfinding Study. Phil Johnson and Thomas Ramsey of Ayres Associates present their findings so far. They are in the inventory and analysis stage of the study. They have reviewed behavioral, environmental, and operational elements; entrance destinations; activity areas; and circulation characteristics. They have identified the main thoroughfare in front of the zoo as one of the predominate-use areas and greatest vehicle / pedestrian conflict; they have also identified bear den road as being underutilized. From the Board, they sought characteristics and traits of how the community views the park, why they go and what they appreciate. They will utilize the answers in the design and development stage. Items discussed included limiting access at S, bear den road, neighborhood feel of Flag Hill, yearly number of vehicle use, and the need for off-road trail connectivity in the lower areas of the park. Dick Hebert will provide the vehicle use study done at the time of the capital campaign. The next step will be determining schematic design of signs, including style, color, material, font, hierarchy & wayfinding. Design development includes matrix of sign type and location as well as wayfinding report. Ayres will review schematic & design development and return in November. A final plan should be complete and discussed in December.

b. Discuss Chippewa Riverfront Logo for Council Approval. Hebert presents the four logo options presented by the City. After discussion, #2 was selected for recommendation to the City Council.

c. Discuss Marshall Park Master Plan. Dick Hebert distributed the Marshall Park Master Plan that was developed in 2012. This should be reviewed as to the location of the skate park. There is a fundraising effort for improvements that will include putting down a new concrete pad. The future location of the skate park needs to be finalized before that takes place.

d. Recreation Report. Josh indicates that there have been some early entries for the Run for the Lights benefitting the Christmas Village. Adult volleyball and basketball leagues will be starting.

e. Director's Report. Dick Hebert highlights the many "Best Places" categories awarded to Irvine and other parks in Volume One.

6. Approve Claims. Claims reviewed. **Motion by Muenich/Kiefer to approve claims of $125,757.10. Motion carried.**

7. Park Board Members' Concerns or Comments. None.

8. Adjournment. **Motion by Muenich / Hoekstra to adjourn at 7:40 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
September 14, 2016

1. Call to Order
Meeting was called to order by Board President Amy Ambelang at 5:00 p.m.

2. Roll Call of Members
Members Present: Ambelang, Hoekstra, Jones, King, Rasmus.
Absent: Hull, Newton
Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda
Motion by Hoekstra seconded by King to approve the agenda All present Voting Aye. Motion carried.

4. Disposition of the minutes of the special meeting of July 20, 2016.
Motion made by Jones seconded by Hoekstra to approve the minutes of the special meeting of July 20, 2016. All present Voting Aye. Motion carried.

5. Disposition of the minutes of the regular meeting of August 10, 2016.
Motion made by Rasmus seconded by King to approve the minutes of the regular meeting of August 10, 2016. All present Voting Aye. Motion carried.

6. Disposition of the vouchers to be paid from the 2016 budget after September 20, 2016.
Motion made by Jones seconded by King to approve payment of the vouchers to be paid from the 2016 budget after September 20, 2016. Roll Call Vote taken. Aye – Ambelang, Hoekstra, Jones, King, Rasmus. All present Voting Aye. Motion carried.

7. Public appearances by citizens.
None

8. Correspondence
A email from a patron that is moving and wanted to express her gratitude toward the opportunities her boys were able to be a part of in the children's programming at the Library. A Thank you from IFLS for hosting the July meetings of the IFLS Board of Trustees and Personnel Committee.

9. Management report
Director Niese presented the Management Report. He talked about highlights from the report. He talked The successful Friends of the Library Book Sale. The Movie in the Park with a successful petting zoo. A grant received from IFLS for creating kits that support the Pyramid Model of fostering healthy social and emotional development has been received. Jenna and Jessi will be working on developing these kits that will be added to our Parent Teacher Resource collection. The new A/C has been installed. Programming has increased in the past few months.

10. Committee reports
a) None

11. Current Business

a) 2017 Library preliminary budget

The Board was presented the 2017 Library preliminary budget. After reviewing the budget the Board decided to send it to the City as working budget.

b) 2017 Holiday Schedule

The 2017 Holiday Schedule was presented to the Board. Motion made by Hoekstra, seconded by King to approve the 2017 Holiday Schedule as presented. All present Voting Aye. Motion carried.

c. Loitering Signage

Discussion on the signage to be placed for smoking/no loitering. Motion made by Hoekstra, seconded by King to have Director Niese get the sign. All present Voting Aye. Motion carried.

12. Announcements

a) The Chippewa Community Foundation's Annual meeting will be October 3, 2016 at the Avalon. The cost is $10.00 you can contact the Foundation to RSVP. The timetable is 5-6pm is social and the program is from 6-7pm.

b) The City is talking about updating security in all the buildings. This will be at City expense and will not come out of the Library's budget.

13. Items for future consideration.

a) Work on a policy for loitering and smoking.

b) Make a decision on getting the brick wall with bike rack removed.

c)

14. Adjournment

Motion made to adjourn by King seconded by Hoekstra. All present Voting Aye. Motion carried. Meeting adjourned at 5:30 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
AUG 29 2016
City Clerk
City of Chippewa Falls
By

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	(715) 723-6661

☑ 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: Chippewa Falls Main Street, Inc. 514 N. Bridge St. Chippewa Falls, WI 54729
Name of the event: Downtown Trick or Treating	Estimated number of persons participating: 5,000+

Date and start and end times requested for street use:

Monday, October 31, 2016 2:30-5:15 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

North Bridge St. from Spring to Cedar Sts. - traffic flow can be diverted to Bay Street and Rushman Drive/High Street.

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

Children and their families will be trick or treating downtown. This will allow them to do it safely.

City services requested for the event (e.g., Street Department or Police Department staff time)

Barricades at Spring Street and Cedar Street

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 — Date: 8/25/16

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
Barricades at each intersection blocking N/B and S/B traffic on Bridge St. Cross traffic will be allowed - but no traffic going north or south on Bridge St during this time. CFMS Request one officer on the Bike patrol for this event. CFMS will reimburse the City for the Bike Patrol overtime. #105

Requirements of Applicant: DPW staff - 2 staff - 4-6 hrs each to set out and pick up barricades @ $35/hr ≈ $350 plus wages
1 officer on OT ($50/hr approx) x 3 hrs = $150

Approved by:

Signature of Chief of Police — 9.1.16

Signature of Director of Public Works

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

Decision of City Council (required): ☐ Approved ☐ Denied

Permitted Area
Barricades
Bridgewater Ave
Irvine Park
Duncan Creek
Pond St
E Elm St
Park Pl
W Cedar St
Bay St
Oak St
W Spruce St
W Birch St
E Birch St
E Willow St
N High St
Duncan Creek
N Grove St
E Columbia St
Chippewa Falls
Rushman Dr
W Willow St
W Columbia St
Island St
W Central St
W Grand Ave
Pine St
W Spring St
Albert St
W Central St

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address:	Applicant Phone Number:
Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729	715-723-6661

☑ 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: Chippewa Falls Main Street, Inc. 514 N. Bridge St. Chippewa Falls, WI 54729 715-723-6661
Name of the event: Horse Drawn Wagon Rides	Estimated number of persons participating: 5000

Date and start and end times requested for street use:
Start Dec [redacted] 6, 7, 8, 13, 14, 15, 20, 21, 22
4:30pm – 8:30pm each day

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

From the parking lot at 514 N. Bridge St. through the downtown to Irvine Park and back (see map)

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

Horse drawn wagons will take riders through the downtown and Irvine Park's Christmas Village

City services requested for the event (e.g., Street Department or Police Department staff time)

None

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 — Date: 09/01/2016

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None for CFPD #105
No public works services requested or required

Requirements of Applicant:

Approved by:

Signature of Chief of Police

Signature of Director of Public Works: Richard J. Rudge, PE 10/05/2016

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

Decision of City Council (required): ☐ Approved ☐ Denied

Wagons will go through the Christmas Village at Irvine Park and return to the starting point.

Wagon Route

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: 10.13.16

☐ 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 October 29, 2016 and ending October 29, 2016 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

PAID
CITY OF CHIPPEWA FALLS
OCT 13 2016
CITY TREASURER
TR # 50614

(a) Name Chippewa Falls Music Association, Ltd.

(b) Address 735 Terrill Street, Chippewa Falls, WI 54729 *(Street)* ☐ Town ☐ Village ■ City

(c) Date organized June 30, 1995

(d) If corporation, give date of incorporation June 30, 1995

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

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

President Heather M. Hunt, 7739 189th St., Chippewa Falls, WI 54729 715 864-9166

Vice President Lisa Gienapp, 1725 Brickyard Ln., Chippewa Falls, WI 54729

Secretary Annalie Thies, 19287 67th Ave., Chippewa Falls, WI 54729

Treasurer Todd Prill, 315 Irvine Ct., Chippewa Falls, WI 54729

(g) Name and address of manager or person in charge of affair: Megan K. MacLaughlin-Barck, 19681 55th Avenue, Chippewa Falls, WI

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 225 Edward Street

(b) Lot Expo Hall C Block N/A

(c) Do premises occupy all or part of building? all of building

(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: participation in music group

Security measures: ID and wristbands for legal-age consumers

3. Name of Event

(a) List name of the event Celebration of Music

(b) Dates and times of event October 29, 2016; 6pm - 11:30p

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.

Chippewa Falls Music Association, Ltd.
(Name of Organization)

Officer _____ *(Signature/date)*

Officer _____ *(Signature/date)*

Officer [signature] President *(Signature/date)*

Officer _____ *(Signature/date)*

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval _____

Date _____

Wisconsin Department of Revenue

APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant:	Address of Applicant:	
Chippewa Falls Music Association, Ltd.	735 Terrill Street, Chippewa Falls, WI 54729	
Name of Premises to be Licensed:	**Address of Premises:**	**Date(s) of Event (Class "E" Licenses only):**
Northern Wisconsin State Fairgrounds, Expo Hall C	225 Edward Street Chippewa Falls, WI	October 29, 2016
Class of License Applied for:	**Class "A" Annual** ☐	**$125.00**
	Class "B" Annual ☐	**$80.00**
	Class "C" Annual ☐	**$30.00**
	Class "D" Annual ☐	**$25.00**
	Class "D" If holder of Class "C" ☐	**$10.00**
	Class "E" ☒	**$10.00/day**
	Live Music Annual ☐	**$30.00**
	Juke Box ☐	**$30.00 (annual)**

PAID
CITY OF CHIPPEWA FALLS
OCT 13 2016
CITY TREASURER
TR # 50514

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.

[signature], President
Signature of Applicant

10.13.2016
Date

Attest: _____
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

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: SEP 23 2016

☐ 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 11/9/16 and ending 11/9/16 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 Knights of Columbus. Goldsmith Council mail license

(b) Address 92 E. Grand Ave, Chippewa Falls, WI 54729 to Jason@here
(Street) ☐ Town ☐ Village ☐ City

(c) Date organized 6/13/1905

(d) If corporation, give date of incorporation

(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 Jason Martell, 313 S Prairie St. 715-226-0254
Vice President Karen VanDen Heuvel 2228 Trenton Ct. Eau Claire WI 54703 608-712-4906
Secretary Larry Wright 912 Bond St Apt 119 Ct 715-944-9454
Treasurer Steve Armstrong 810 Summit Ave Chippewa Falls WI 715 723 1997

(g) Name and address of manager or person in charge of affair: Jason Martell (as above) 715 226-0254

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 236 Pumphouse Road

(b) Lot Block

(c) Do premises occupy all or part of building? yes, all.

(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: attending w/Parents

Security measures: Licensed Bartender on site, all checking ID's

PAID
CITY OF CHIPPEWA FALLS
SEP 23 2016
CITY TREASURER
50372

3. Name of Event

(a) List name of the event Hunter's Stag

(b) Dates and times of event 5pm - 11pm

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.

Knights of Columbus
(Name of Organization)

Officer [signature] 9/12/16 *(Signature/date)*

Officer Steve Armstrong 9/12/16 *(Signature/date)*

Officer [signature] 9/12/16 *(Signature/date)*

Officer Larry D. Wright *(Signature/date)*

DRM 9/29/16

Date Filed with Clerk

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval [signature]

Date 9/30/16

Wisconsin Department of Revenue

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: 9-26-2016

☐ 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 11-13-2016 and ending 11-13-2016 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/School ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name McDonell Area Catholic Schools

(b) Address 1316 Bel Air Blvd, Chippewa Falls (Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1892

(d) If corporation, give date of incorporation 1892

(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 Jeff Heinzen 715-235-6226
Vice President
Secretary
Treasurer Robert Konop, Controller 715-723-5084

(g) Name and address of manager or person in charge of affair: Jenny Schafer
19697 53rd Ave, C.F.

PAID
CITY OF CHIPPEWA FALLS
OCT 04 2016
CITY TREASURER
TR # 150450

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 1316 Bel Air Blvd

(b) Lot Block

(c) Do premises occupy all or part of building? No

(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: 1st floor only

(e) Will minors be present? Yes Reason for minors being present: family dining event
Security measures: only adults serve beverages

3. Name of Event

(a) List name of the event 9th Annual Spaghetti Spectacular

(b) Dates and times of event Sunday November 13th 11am to 6pm

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.

BJM 10/10/16

McDonell Area Catholic Schools (Name of Organization)

Officer _____ (Signature/date)

Officer _____ (Signature/date)

Officer [signature] 9-26-2016 (Signature/date)

Officer [signature] (Signature/date)

Date Filed with Clerk 10-4-16

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval [signature] Date 10/12/16

Wisconsin Department of Revenue

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: 9-26-16

☐ 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 02-11-2017 and ending 02-12-2017 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/School ☐ Church ☐ Lodge/Society ☐ Chamber of Commerce or similar Civic or Trade Organization ☐ Veteran's Organization ☐ Fair Association

(a) Name McDonell Area Catholic Schools

(b) Address 1316 Bel Air Blvd, Chippewa Falls
(Street) ☐ Town ☐ Village ☒ City

(c) Date organized 1892

(d) If corporation, give date of incorporation

(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 Jeff Heinzen 715-235-6226
Vice President
Secretary
Treasurer Robert Konop, Controller 715-723-5084

(g) Name and address of manager or person in charge of affair:

PAID
CITY OF CHIPPEWA FALLS
OCT 04 2016
CITY TREASURER
TR # 50450

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 1316 Bel Air Blvd

(b) Lot Block

(c) Do premises occupy all or part of building? No

(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: 1st floor only

(e) Will minors be present? No Reason for minors being present:
Security measures:

3. Name of Event

(a) List name of the event 9th Annual Mid-Winter Mardi Gras

(b) Dates and times of event 2-11-17 begins at 6pm, ends midnight 2-12-17

BSM 10/4/16

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.

McDonell Area Catholic Schools
(Name of Organization)

Officer _____ (Signature/date)

Officer _____ (Signature/date)

Officer [signature] 9/26/2016 (Signature/date)

Officer [signature] (Signature/date)

Date Filed with Clerk 10-4-16

Date Reported to Council or Board

Date Granted by Council

License No.

Police Department Approval [signature]

Date 10/12/16

Wisconsin Department of Revenue

APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant:	Address of Applicant:	
McDonell Area Catholic Schools	1316 Bel Air Blvd	
Name of Premises to be Licensed:	**Address of Premises:**	**Date(s) of Event (Class "E" Licenses only):**
McDonell High School	1316 Bel Air Blvd	02-11-2017
Class of License Applied for:		
One Day Dance License	**Class "A" Annual** [ ]	**$125.00**
	Class "B" Annual [ ]	**$80.00**
	Class "C" Annual [ ]	**$30.00**
	Class "D" Annual [ ]	**$25.00**
	Class "D" If holder of Class "C" [ ]	**$10.00**
	Class "E" [X]	**$10.00/day**
	Live Music Annual [ ]	**$30.00**
	Juke Box [ ]	**$30.00 (annual)**

PAID
CITY OF CHIPPEWA FALLS
OCT 04 2016
CITY TREASURER
TR # 50450

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.

Signature of Applicant President — Date: 9-26-2016

Attest: _____
City Clerk/Deputy Clerk

Date of Council Approval: _____ License No.: _____

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 130 Fleet St **, on the condition that it be granted to the applicant (future licensee) as described below.**

Eugene Beecroft, d/b/a Irvine Ghost Pub
(Current business ~~owner~~) [redacted] (Current business name)

and Mary E Berg, as applicant, make a
(Future business ~~owner~~) Leasee

concurrent application for said license.

****

CURRENT LICENSEE

Signature Eugene Beecroft **Date** 9-22-2016

Name Eugene Beecroft
Home address 3791 Cty K
City Chippewa Falls, WI **Zip** 54729
Phone (715) 723-8141

APPLICANT - FUTURE LICENSEE

Signature Mary Berg **Date** 9-29-16

Name Mary Berg
Home address 620 W. Willow St
City Chippewa Falls, WI **Zip** 54729
Phone (715) 226-0408

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

Applicant's WI Seller's Permit No.	FEIN Number
[redacted]	

For the license period beginning NOV 1 20 16;
ending June 30 20 17

TO THE GOVERNING BODY of the: ☐ Town of ☐ Village of ☒ City of } Chippewa Falls

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

LICENSE REQUESTED ▶	
TYPE	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

1. The named ☐ INDIVIDUAL ☐ PARTNERSHIP ☒ LIMITED LIABILITY COMPANY ☐ CORPORATION/NONPROFIT ORGANIZATION hereby makes application for the alcohol beverage license(s) checked above.
2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Ritz on the River, 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 name, title, and place of residence of each person.

	Title	Name	Home Address	Post Office & Zip Code
President/Member	Manager	Mary E. Berg	620 W. Willow	Chip Fls 54729
Vice President/Member	Manager	Dale R. Berg	620 W. Willow	Chip Fls 54729
Secretary/Member				
Treasurer/Member				
Agent ▶	Mary Berg	620 W. Willow	Chip Fls	54729
Directors/Managers				

3. Trade Name ▶ Irvine Pub & Grill Business Phone Number
4. Address of Premises ▶ 130 Fleet St Post Office & Zip Code ▶ Chippewa Falls, 54729
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? ☐ Yes ☒ No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? ☐ Yes ☒ No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
   (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? ☐ 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? ☒ Yes ☐ No

   (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. 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.) Bar, diningroom, Cooler,
10. Legal description (omit if street address is given above): _____
11. (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? Irvine Ghost Bar
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5d) before beginning business? [phone 1-800-937-8864] ☒ Yes ☐ No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
14. 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 signers. Signers agree 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 and each member of a partnership applicant must sign; corporate officer(s), members/managers 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.

SUBSCRIBED AND SWORN TO BEFORE ME

this 3rd day of October, 20 16

Bridgit Givens
(Clerk/Notary Public)

My commission expires _____

Mary E. Berg
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

Dale R. Berg
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

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
10-3-16			Bridgit Givens
Date license granted	Date license issued	License number issued	

RESOLUTION NO. 2016-41

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP
OF A PARCEL ON OLD EAU CLAIRE ROAD FOR ANGELA SCHLAGATER

RESOLVED, that a Certified Survey Map prepared By Real Land Surveying for Angela Schlageter is hereby approved by the Chippewa Falls Common Council. Said parcel combines Lot #1 CSM #3554 with Lot #3 CSM #2112 creating Lot #4 of CSM #4611. Said parcel is located partially in the SE ¼, SE ¼ and partially in the NE ¼ , SE ¼ Section 12, T28N, R9W, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18th day of October, 2016

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

8080709
Tx:4063174
859639
RECORDED ON
09/13/2016
2:06 PM
MARGE L. GEISSLER
REGISTER OF DEEDS
REC FEE: 30.00
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 2

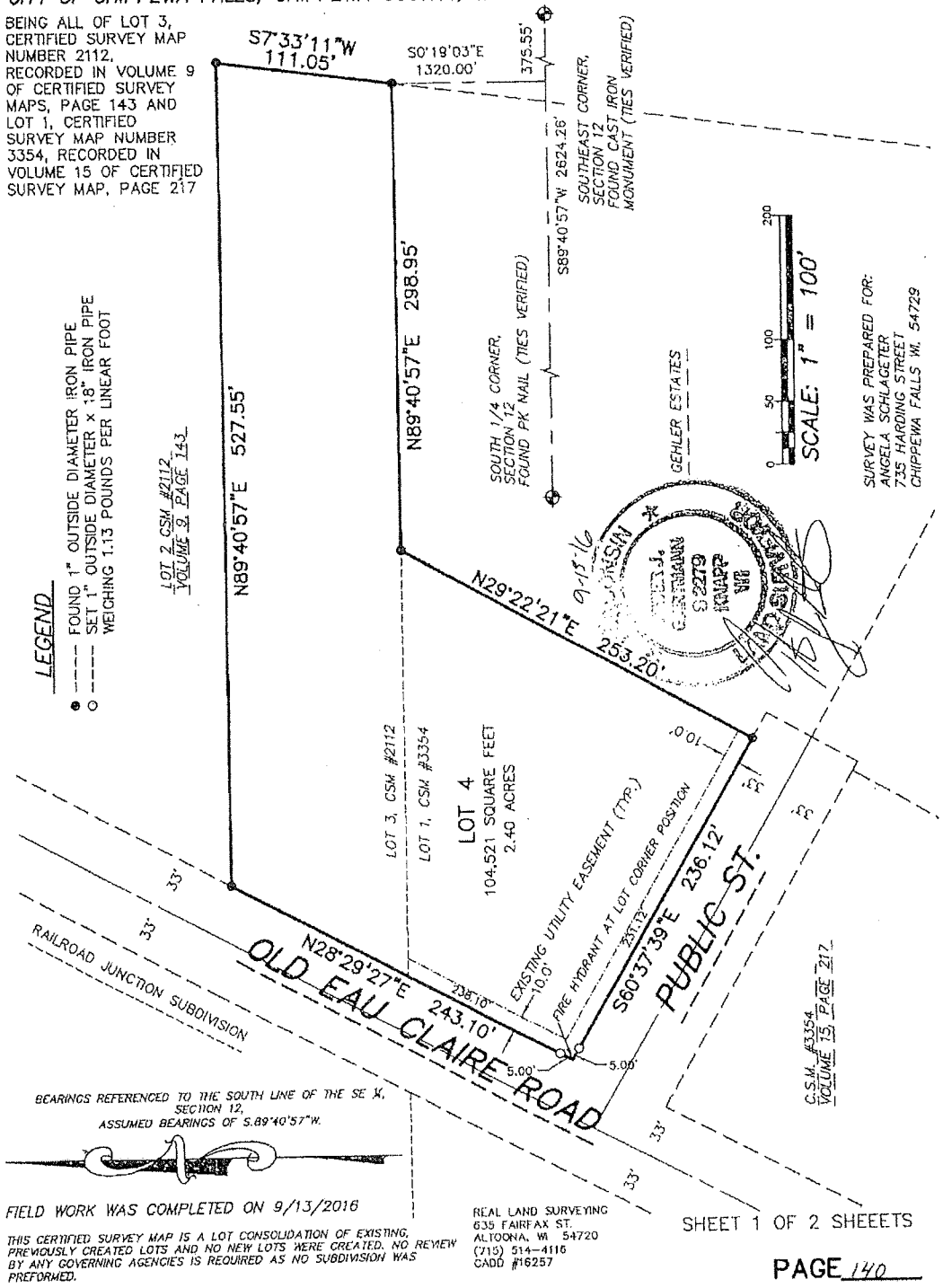
CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER 4611

RECORDED IN VOLUME 21 OF CERTIFIED SURVEY MAPS PAGE 140-141

Marge L. Geissler
REGISTER

IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, NORTHEAST ¼ OF THE SOUTHEAST ¼
SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

BEING ALL OF LOT 3, CERTIFIED SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAP, PAGE 217



BEARINGS REFERENCED TO THE SOUTH LINE OF THE SE ¼, SECTION 12, ASSUMED BEARINGS OF S.89°40'57"W.

FIELD WORK WAS COMPLETED ON 9/13/2016

THIS CERTIFIED SURVEY MAP IS A LOT CONSOLIDATION OF EXISTING, PREVIOUSLY CREATED LOTS AND NO NEW LOTS WERE CREATED. NO REVIEW BY ANY GOVERNING AGENCIES IS REQUIRED AS NO SUBDIVISION WAS PREFORMED.

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720
(715) 514-4116
CADD #16257

SHEET 1 OF 2 SHEEETS

PAGE 140

CHIPPEWA CO. CERTIFIED SURVEY MAP NO. 4611

RECORDED IN VOL. 21
OF THE CERTIFIED SURVEY MAPS
PAGE 9
REGISTER

INDEXED

LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼
AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼. SECTION 12,
TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

BEING ALL OF LOT 3, CERTIFIED SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217

SURVEYOR'S CERTIFICATE:

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

THAT BY THE DIRECTION OF ANGELA SCHLAGETER, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE LOCATED IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ AND THE NORTHEAST ¼ OF THE SOUTHEAST ¼. SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 3, CERTIFIEID SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143 AND LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DESCRIPTION:
LOT 3, CERTIFIEID SURVEY MAP NUMBER 2112, RECORDED IN VOLUME 9 OF CERTIFIED SURVEY MAPS, PAGE 143, DOCUMENT NUMBER 623609.

LOT 1, CERTIFIED SURVEY MAP NUMBER 3354, RECORDED IN VOLUME 15 OF CERTIFIED SURVEY MAPS, PAGE 217, DOCUMENT NUMBER 736624.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED.

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

_____ DATED THIS 15th DAY OF Sept, 2016
PETER J. GARTMANN, P.L.S. 2279

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720

9-15-16
WISCONSIN
PETER J. GARTMANN
S-2279
MADISON
WI
LAND SURVEYOR

SHEET 2 OF 2

CADD NO. 16257

PAGE 141

RESOLUTION NO. 2016-42

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP
OF A CUT ABOVE FOR TIM AND LORI LORENTZ

RESOLVED, that a Certified Survey Map of A Cut Above Beauty Shop for Tim and Lori Lorentz is hereby approved by the Chippewa Falls Common Council. Said parcel being Parcel #281, Lot One, Block 36 of the Chippewa Falls Plat and that portion of discontinued Alley abutting said Lot 1, Block 36(resolution number 87-37), and that portion of one-half of discontinued Grove Street abutting said Lot 1, Block 36(resolution number 14-16) located at 302 Central Street, in the SW ¼ of the NW ¼ , Section 5, T28N, R8W, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18th day of October, 2016

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 CO. CERTIFIED SURVEY MAP NO. _____

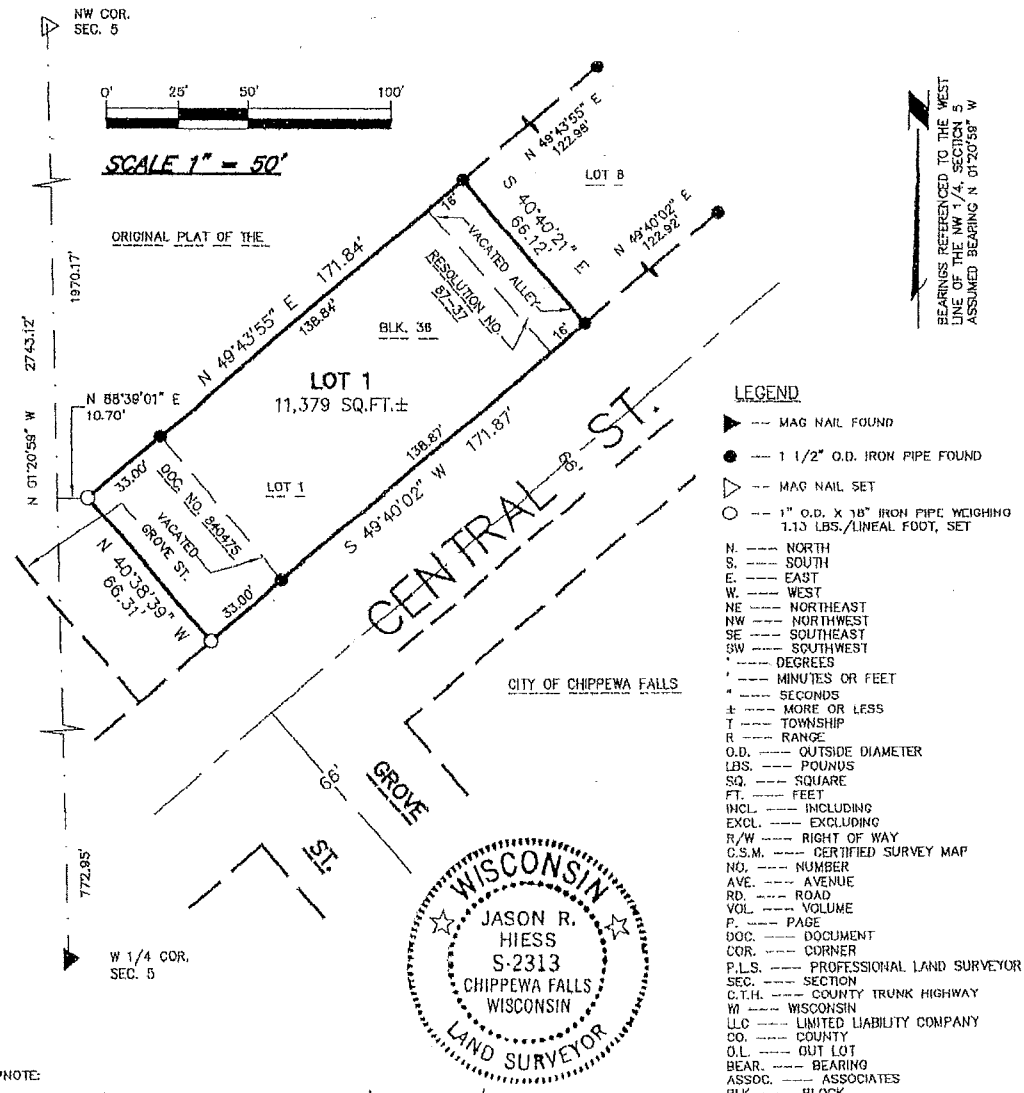
RECORDED IN VOL._____OF THE
CERTIFIED SURVEY MAPS PAGE_____

_____
REGISTER

LOCATED IN THE SW 1/4 OF THE NW 1/4, SECTION 5, T28N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA CO. WI

BEING LOT 1, BLK. 36 OF THE ORIGINAL PLAT OF CHIPPEWA FALLS, RECORDED IN VOL. 1 P.5 OF PLATS AS DOC. NO. 001005 AND INCLUDING PART OF THE VACATED ALLEY IN BLK 36. AND PART OF VACATED GROVE ST.

CAD NAME: LORENTZ101



LEGEND

- ▶ -- MAG NAIL FOUND
- ● -- 1 1/2" O.D. IRON PIPE FOUND
- ▷ -- MAG NAIL SET
- ○ -- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET

N. --- NORTH
S. --- SOUTH
E. --- EAST
W. --- WEST
NE --- NORTHEAST
NW --- NORTHWEST
SE --- SOUTHEAST
SW --- SOUTHWEST
° --- DEGREES
' --- MINUTES OR FEET
" --- SECONDS
± --- MORE OR LESS
T --- TOWNSHIP
R --- RANGE
O.D. --- OUTSIDE DIAMETER
LBS. --- POUNDS
SQ. --- SQUARE
FT. --- FEET
INCL. --- INCLUDING
EXCL. --- EXCLUDING
R/W --- RIGHT OF WAY
C.S.M. --- CERTIFIED SURVEY MAP
NO. --- NUMBER
AVE. --- AVENUE
RD. --- ROAD
VOL. --- VOLUME
P. --- PAGE
DOC. --- DOCUMENT
COR. --- CORNER
P.L.S. --- PROFESSIONAL LAND SURVEYOR
SEC. --- SECTION
C.T.H. --- COUNTY TRUNK HIGHWAY
WI --- WISCONSIN
LLC --- LIMITED LIABILITY COMPANY
CO. --- COUNTY
O.L. --- OUT LOT
BEAR. --- BEARING
ASSOC. --- ASSOCIATES
BLK. --- BLOCK

WISCONSIN
JASON R. HIESS
S-2313
CHIPPEWA FALLS
WISCONSIN
LAND SURVEYOR

**NOTE:

COMPLETION DATE OF FIELD WORK--- 09-27-16

TIES VERIFIED FOR THE SECTION CORNERS SHOWN

Jason R Hiess

JASON R. HIESS, P.L.S.

DATED THIS 6th DAY OF October, 2016.

SURVEYING SERVICES BY:
HIESS-LOKEN & ASSOC., LLC
PROFESSIONAL LAND SURVEYING
4905 C.T.H. 'J'
CHIPPEWA FALLS, WI 54729
(715)-720-4000 PHONE/FAX

DATE APPROVED _____
CHIPPEWA COUNTY ZONING AGENCY
BY _____

PAGE _____

CHIPPEWA CO. CERTIFIED SURVEY
MAP NO. _____

RECORDED IN VOL_____OF THE
CERTIFIED SURVEY MAPS PAGE_____

_____
REGISTER

SURVEYOR'S CERTIFICATE

I, JASON R. HIESS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF TIM AND LORI LORENTZ, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.

THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 5, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING LOT 1, BLOCK 36 OF THE ORIGINAL PLAT OF CHIPPEWA FALLS, RECORDED IN VOLUME 1 OF PLATS, PAGE 5 AS DOCUMENT NUMBER 001005 AND INCLUDING PART OF THE VACATED ALLEY IN BLOCK 36 AND PART OF VACATED GROVE STREET. BEING FURTHER DESCRIBED A FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 5; THENCE N.01°20'59"W. ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 5, 772.95 FEET; THENCE N.88°39'01"E. 10.70 FEET TO A POINT ON THE CENTERLINE OF VACATED GROVE STREET AND THE POINT OF BEGINNING; THENCE N.49°43'55"E. ALONG AND ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID LOT 1, 171.84 FEET TO THE NORTHWEST CORNER OF LOT 8, BLOCK 36 OF SAID ORIGINAL PLAT OF THE CITY OF CHIPPEWA FALLS; THENCE S.40°40'21"E. ALONG THE WEST LINE OF SAID LOT 8, 66.12 FEET; THENCE S.49°40'02"W. ALONG AND ALONG A WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1, 171.87 FEET TO THE CENTER LINE OF SAID VACATED GROVE STREET; THENCE N.40°38'39"W. ALONG SAID CENTERLINE, 66.31 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO EXISTING EASEMENTS.

THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND MAPPED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, AE-7 OF THE WISCONSIN ADMINISTRATIVE CODE AND THE SUBDIVISION CODE OF THE CITY OF CHIPPEWA FALLS.

Jason R Hiess
JASON R. HIESS, P.L.S.

DATED THIS 6TH DAY OF October, 2016.

COMMON COUNCIL RESOLUTION

RESOLVED THAT THIS CERTIFIED SURVEY MAP, LOCATED IN THE CITY OF CHIPPEWA FALLS IS HEREBY APPROVED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS, WISCONSIN.

APPROVED: _____ SIGNED: _____
GREG HOFFMAN, MAYOR DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE CITY OF CHIPPEWA FALLS.

_____
BRIDGET GIVENS, CITY CLERK

DATE APPROVED _____
CHIPPEWA COUNTY ZONING AGENCY
BY _____

PAGE _____

WILEY
LAW S.C.
ATTORNEYS AT LAW

B. JAMES COLBERT
CHARLES G. NORSENG
HEATHER M. HUNT
TERESA GERMAIN
MOLLY BUSHMAN
BENJAMIN LANE
TIMOTHY J. PROUE
JENNIFER R. HEINZ

INGOLF E. RASMUS (1906-1996)
MARSHALL A. WILEY (1912-1993)
VICTOR T. WAHL (1925-2000)

CHIPPEWA FALLS OFFICE
119 ½ N. BRIDGE STREET
CHIPPEWA FALLS, WI 54729

October 13, 2016

Jayson Smith, City Planner/Economic Development Director
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Re: Development Agreement – Wisconsin Real Property Investments, LLC

Dear Jayson:

I represent Wisconsin Real Property Investments, LLC ("WRPI"). This letter follows up on the conversations I have had with City Attorney Robert Ferg, you, and also with Mayor Hoffman concerning the Development Agreement entered into on April 7, 2015 between the City of Chippewa Falls and WRPI ("Agreement"). For your convenience, a copy of the Agreement is included with this letter.

WRPI is working towards selling a portion of the real property and improvements it owns to Genesis Investment Properties, LLC. I provided Mayor Hoffman with the purchaser's website: www.genesis-ip.com which provides additional information about Genesis. As may be found there, Genesis Investments Properties, LLC is a real estate investment, development and management company based in New Jersey which manages a nationwide portfolio valued at over $300 million. I understand that yesterday, you, Mayor Hoffman, and Rick Rubenzer had a positive telephone conversation with representatives of WRPI, Dave Schafer and Robb Majeski, and the purchaser's representative, Michael Gale, Vice President of Acquisitions & Business Development in order to familiarize the City with the proposed purchaser.

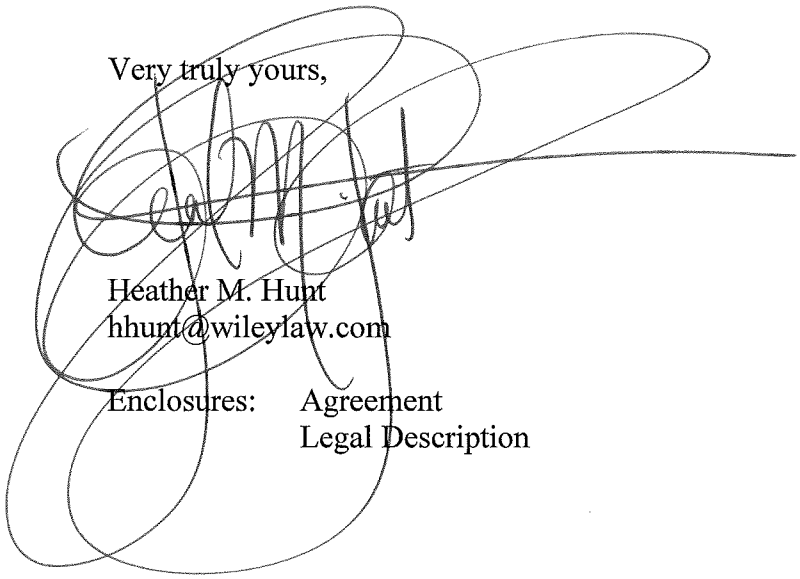
The portion of the property being sold is located at 303 East Prairie View Road in Chippewa Falls and consists of the strip mall and Gordy's grocery store real estate and improvements. The legal description of such property is included with this letter.

WRPI has completed all of its obligations under the Agreement. The remaining obligations pertain to the payment by the City of the Development Funds as outlined in Section 3, and at the closing on the sale of the property, WRPI needs to assign its rights under the Agreement to the purchaser. Under the terms of the Agreement, the City needs to consent to such assignment.

Therefore, WRPI respectfully requests that assuming the transaction closes with the proposed purchaser, that the City consent to WRPI assigning its rights under the Agreement to the purchaser, Genesis Investment Properties, LLC or a subsidiary of that entity.

I understand that the City Council needs to approve this request and ask that this item be placed on the Council's agenda for its October 18th meeting. If any additional information is needed in connection with this request, please let me know.

Very truly yours,



Heather M. Hunt
hhunt@wileylaw.com

Enclosures: Agreement
Legal Description

119 ½ N. BRIDGE STREET, P.O. BOX 370, CHIPPEWA FALLS, WI 54729
TELEPHONE (715) 723-8591 * FAX (715) 723-5335

Legal Description
(Property being sold by WRPI)

Outlot 1 of Certified Survey Map #801 as recorded in Volume 2 of Certified Survey Maps on Page 280 as Document #479180; being a part of the NW ¼ of the NW ¼ of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin;

AND
A parcel of land being part of the NW ¼ of the NW ¼ of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, described as follows: Commencing at the northwest corner of said Section 17; thence 89°42'55" East along the north line of the NW ¼ - NW ¼ of said Section 17 a distance of 1188.00 feet; thence South 00°00'00" West 660.00 feet thence South 89°42'55" West 170.00 feet to the point of beginning; thence N 00°00'00" West 115.00 feet; thence South 89°42'55" West 129.40 feet; thence North 45°00'00" West 21.21 feet; thence South 89°42'55" West 385.00 feet; thence North 00°00'00" West 385.23 feet; thence South 69°30'45"East 487.07 feet; thence South 00°00'00" East 512.20 feet; thence South 89°42'55"West 595.00 feet; thence North 00°00'00" West 165.00 feet; thence South 89°42'55" West 390.00 feet to the point of beginning, except for the parcel dedicated for street right of way described below as the Right of Way, said parcel contains 6.92 acres more or less (after Right of Way) subject to easements and restrictions of record.

"The Right of Way" is described as follows: That part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 28 North, Range 8 West, Chippewa County, Wisconsin, more fully described as follows:

Commencing at the Northwest corner of said Section 17; thence N 89°42'55" E along the North line of said Northwest Quarter, 1188.00 feet; thence S 00°00'00" W, 37.50 feet; thence S 89°48'00" W, 406.60 feet; thence S 69°30'45" W, 456.78 feet to the point of beginning; thence 286.47 feet along the arc of a curve to the left having a radius of 236.12 feet, the long chord of which bears S 34°45'22" W, 269.22 feet; thence S 00°00'00" W, 70.00 feet; thence S 42°54'45" E, 14.69 feet; thence S 00°00'00" W, 170.00 feet; thence 206.89 feet along the arc of a curve to the right having a radius of 140.00 feet, the long chord of which bears S 42°20'10" W, 188.57 feet; thence S 00°00'00" W, 20.36 feet; thence S 89°42'55" W, 50.00 feet; thence N 00°00'00" E, 512.20 feet; thence N 69°30'45" E, 9.61 feet; thence S 00°00'00 W, 367.05 feet; thence 78.45 feet along the arc of a curve to the left having a radius of 36.00 feet, the long chord of which bears S 62°25'30" E, 63.82 feet to a point of compound curve; thence 48.13 feet along the arc of a curve to the left having a radius of 50.00 feet, the long chord of which bears N 27°34'30" E, 46.29 feet; thence N 00°00'00" E, 250.76 feet; thence 153.59 feet along the arc of a curve to the right having a radius of 316.12 feet, the long chord of which bears N 13°55'09" E, 152.09 feet; thence N 69°30'45" E, 210.19 feet to the point of beginning of this description;

Said parcel contains 1.35 acres more or less.
Parcel Identification Number: 22808-1722-70801001B

WISCONSIN REAL PROPERTY INVESTMENTS, LLC DEVELOPMENT AGREEMENT
TAX INCREMENTAL DISTRICT NO. 13

THIS AGREEMENT is entered into as of this 7th day of April, 2015 between the City of Chippewa Falls, Wisconsin (the "City") and Wisconsin Real Property Investments, LLC ("WRPI, LLC");

WHEREAS, WRPI, LLC has acquired certain property in Tax Incremental District No. 13 described in Exhibit A (the "Property");

WHEREAS, the City has established Tax Incremental District No. 13 (the "District"), which includes the Property, in order to finance certain project costs and incentives within the District as permitted under Wis. Stats. § 66.1105;

WHEREAS, WRPI, LLC plans to renovate the Property consistent with the City's zoning of the Property and as further described in the schedule of estimated construction costs, attached hereto as Exhibit B (the "Improvements");

WHEREAS, WRPI, LLC has indicated it would not undertake the Improvements without the use of tax incremental financing to fund a portion of such Improvements as provided for below.

NOW, THEREFORE, the City and WRPI, LLC, for the good and valuable consideration described below and in further consideration of the timely and full performance by WRPI, LLC of the additional obligations, terms, conditions, payments and responsibilities set forth below, receipt of which is hereby acknowledged, do agree as follows:

1. PURPOSE OF THE AGREEMENT

A. The described Property is located in the District and is intended to be improved by WRPI, LLC. The Common Council of the City hereby finds and determines that the Improvements will enhance and benefit the City, promote development, add or retain existing jobs in the City and add to the value of this portion of the City.

B. For these purposes, WRPI, LLC is hereby entering into this Agreement with the City in order to undertake the Improvements and develop said Property consistent with such overall and particular City plans, and in such matters, will produce revenues to the City through increased equalized value of real and personal property, tax increments and tax payments

sufficient and required under this Agreement to repay certain City tax incremental financing ("TIF") expenditures and related costs and expenses within the District. The terms of this Agreement are beneficial to WRPI, LLC.

C. By approving and entering into this Agreement, the Common Council of the City finds and determines that the Agreement and Improvements are in the best interests of the City and of benefit to the community.

D. The further purpose of this Agreement is to facilitate the construction of the Improvements on the Property which shall increase the value of the Property and the City. This purpose shall more than adequately meet and greatly facilitate the intent and goals of the City and its land use development plans for the District. WRPI, LLC acknowledges that the City is only able to reimburse certain costs on the Property through the Project Plan for the District pursuant to applicable Wisconsin Statutes which enable the City to receive and utilize specifically designated future real and personal property tax revenues from the Property as generated by the Improvements thereon which increase the overall equalized value of the City. Further, by law, the City must use such increased incremental tax revenues generated by such Improvements to repay its District development costs and related costs and expenses. But for WRPI, LLC's promises and agreements herein and representations herein and otherwise, the City would not enter into this Agreement. The City relies and relied upon such representations, promises and agreements of WRPI, LLC for all of the City' s purposes arising from creating the District and undertaking the Project.

2. THE AGREEMENT

A. In consideration of WRPI, LLC's construction of the Improvements on the Property and performance by WRPI, LLC of each and every of its other obligations set forth in this Agreement, but only in the event WRPI, LLC fulfills each and every obligation not otherwise waived in writing by the City, the City shall reimburse WRPI, LLC in the amount of Two Hundred Fifty Thousand Dollars ($250,000) for costs of the Project which are described in Exhibit B, provided that said reimbursement shall be paid as provided in Section 3 below.

B. WRPI, LLC shall:

1. Redevelop the Property as described in Exhibit B fully and solely at the expense of WRPI, LLC, at no cost or expense whatsoever to the City except as set forth below, and in compliance and conformity with: each and every of the governmental approvals and permits granted and/or issued by the City pertaining thereto; and all applicable City, federal, state, county and other ordinance and any pertinent provisions of the District Project Plan.

The establishment of the District and the entering into this Agreement shall not obligate the City to grant variances, exceptions or conditional use grants.

2. Fully complete construction and equipping of the project located on the Property as described in Exhibit B, which shall increase the actual real property equalized fair market valuation of the Property by an estimated Two Million Dollars ($2,000,000) and in doing so shall incur Project costs expected to be $3,489,070 as represented by WRPI, LLC and provided for in Exhibit B.

3. Pay all real estate and personal property taxes levied on the Property promptly on or prior to their due date.

3. PAYMENT OF DEVELOPMENT FUNDS

Upon satisfaction of the conditions set forth below, the City agrees to pay WRPI, LLC in the principal amount of $250,000, payable solely from certain Tax Increment (defined below) which are available and appropriated by the Common Council for that purpose. In each year, beginning in 2017 and ending in 2026, the Tax Increment generated by the Property which is in excess of the City Costs (defined below) shall, subject to annual appropriation by the Common Council, be paid to WRPI, LLC in payment of principal up to $250,000. The City may, in its absolute and sole discretion, but is not obligated to, apply other tax increment revenues generated by the District to prepayment of the $250,000 at any time.

"Tax Increment" for the purposes of this Agreement is defined as the property tax on the increased value of the Property over the value of the Property as of January 1, 2015, as determined by the City assessor, and which constitutes only a portion of tax increment as more specifically defined in Wis. Stats. §66.1105(2)(i).

"City Costs" shall mean the City's costs associated with creating Tax Increment District No. 13, in an aggregate amount not exceeding $10,000.

The Payment Date in each year shall be the date which is the earlier of (a) October 15 and (b) ninety (90) days after the City has received full payment of all real and personal property taxes due to be paid with respect to the Developer's Property in that year. The Final Payment Date shall be in the year 2026 and the city's obligation to prepay all or any portion of the $250,000 shall terminate with the final payment on the Final Payment Date

The $250,000 may be prepaid at any time at the option of the City in its sole and absolute discretion.

The $250,000 shall be payable solely from tax increments derived from the Property generated by value in excess of the value of the Property as of January 1, 2015 which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statues ("Tax Increment") which are in excess of the City Costs (defined below), and which are appropriated by the Common Council to the payment of the $250,000 principal (collectively, the "Revenues").

The City may enter into other development agreements with respect to property in TID No. 13, but will not utilize the Tax Increment which, this Agreement provides, will be applied to payment of the $250,000 under such development agreements. Any Tax Increments which this agreement provides will not be used prior to (i) the Final Payment Date of this agreement or (ii) payment in full of the $250,000; whichever comes first.

Payment of the $250,000 to WRPI, LLC from the Tax Increment generated by the property shall end in 2026. If, on the Final Payment Date, amounts remain outstanding and unpaid, the remaining balance of the $250,000 shall be deemed paid in full, it being understood that with the payment made on the Final Payment Date, the obligation of the City to make any further payments on the $250,000 shall terminate. The City shall have no obligation to pay any amount of the $250,000 which remains unpaid after the Final Payment Date and WRPI, LLC shall have no right to receive payment of such amounts.

4. DEFAULT

In the event that either the City or WRPI, LLC defaults under any material terms or conditions of this Agreement, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity. In the event that WRPI, LLC defaults, then the City shall have the right to suspend or reduce, in its discretion and at its sole option, payments of the $250,000 under paragraph 3 above, until such time as WRPI, LLC cures its default.

Whenever any default occurs and any party to this Agreement shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of a party herein contained, the unsuccessful party agrees that it shall pay to the successful party, on demand, the reasonable attorneys fees, including any time spent by the City Attorney, and other expenses so incurred by the successful party.

5. CONDITIONED ON APPROVAL

This Agreement shall be conditioned on approval of TID No. 13 by all required authorities.

6. ASSIGNMENT OF AGREEMENT

This Agreement shall not be assignable by WRPI, LLC without the prior written consent of the City, except that WRPI, LLC may make a collateral assignment of this Agreement to its lender as part of a mortgage on the Property.

7. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of WRPI, LLC; however, this provision shall not constitute an authorization for the Developer to assign or transfer its rights and obligations under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

CITY OF CHIPPEWA FALLS

By: _____
Mayor

By: Bridget Givens
City Clerk

(SEAL)

WISCONSIN REAL PROPERTY INVESTMENTS, LLC

By: _____
Title: VP- Finance

By: _____
Title: Member

STATE OF WISCONSIN)

)ss

CHIPPEWA COUNTY)

Personally came before me this 5th day of April, 2016, the above named Gregory Hoffman, Mayor, and Bridget Givens, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Lori Wade

Notary Public, Wisconsin

My Commission expires

November 20, 2016

STATE OF WISCONSIN)

)ss

Chippewa COUNTY)

Personally came before me this 30th day of March, 2015, the above named Dave Schafer and Robb Majeski to me known to be the persons who executed the foregoing instrument and acknowledges the same.

Dana Amodt

Notary Public, Wisconsin

My Commission expires

6-22-16

Exhibit A

Description of Wisconsin Real Property Investments, LLC, TIF District No. 13

(See Attached)

TIF 13

A parcel of land located in the NW ¼ of the NW ¼ of Section 17, T28N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Commencing at the southeast corner of Woodward Avenue and Prairie View Road and the point of beginning; Thence N 89° 42' 55" W 588.19 feet; thence N 0° 00' 00" E 165.00 feet; Thence N 89° 42' 55" E 560.00 feet; Thence N 0° 00' 00" E 622.50 feet to the southerly right-of-way line of South Avenue; Thence S69° 30' 45" W 789.29 feet to the easterly right-of-way line of Woodward Avenue; Thence S0° 00' 00" W 367.05 feet; Thence S0° 31' 05" W 148.45 feet to the southeast corner of Woodward Avenue and Prairie View Road, and the point of beginning..

Said parcel contains 16.30 acres.

Exhibit B

Wisconsin Real Property Investments, LLC's proposed Improvements and schedule of Estimated Construction Costs prepared by Wisconsin Real Property Investments, LLC.

(See attached)

Chippewa Commons Revitalization & Remodel

Wisconsin Real Property Investment's LLC (WRPI), a joint venture between Shafer Properties and Cottagewood Group Development is currently in the process of revitalizing and remodeling the Chippewa Commons shopping center. We purchased the property on December 19th, 2014 from Agree Realty Corporation of Michigan, a publicly traded Real Estate Investment Trust (REIT). At the time of purchase the retail shopping center formerly anchored with grocery and the entire center anchored by Kmart sat nearly 35% vacant. Agree realty certainly had the contacts and the financial means to fill the shopping center in a good retail environment, however, that is not the current environment we live in. When Gordy's stepped up to reopen the grocery store we knew we needed to aggressively update the Chippewa Commons shopping center with a new look and feel in order to stimulate new retailers to look at and consider the shopping center as a location they would be interested in locating.

WRPI has an aggressive plan to revitalize the Chippewa Commons shopping center starting with the remodel and tenancy of Gordy's in the 46,000 SF anchor location of the site. The entire 46,000 SF will be gutted and completely rebuilt for Gordy's. The entire space will be new with all new cases, shelving, décor, flooring, paint, checkouts, bakery, deli and smokehouse equipment when Gordy's opens for business in the second quarter of 2015. Below is the cost of the improvements for Gordy's inside & out that will be taking place this spring with a tentative opening date at the end of the second quarter 2015.

Interior Demolition	$73,800
Interior Improvements	$773,605
Back of House Equip. Smoker / Deli / Bakery	$500,000
Cases / Coolers / Interior Décor / HVAC	$906,206
Exterior Façade Improvements	$300,000
Parking Lot Improvement	$80,000
Parking Lot Lighting (Grocery)	$12,500
Total for Grocery Store Improvements	**$2,646,111**

In addition to the grocery store interior and exterior improvements, WRPI is planning on exterior improvements to the entire parking lot, and façade of the strip center that includes current tenants like Dollar Tree, Cherry Pickers, Fantastic Sam's, Cardinal Family Eye Care, and H&R Block. The Remodeling and repairs will begin in the 3rd quarter or 2015 and be completed in the 4th quarter of 2015, these improvements include the following items.

Exterior Façade Improvements	$430,459
Parking Lot and Curb Drainage	$40,000
Parking Lot Improvements (Strip Center / Kmart)	$360,000
Parking Lot Lighting (Strip Center / Kmart)	$12,500
Total for Strip Center Improvements	**$842,959**

TOTAL 2015 PROJECT COSTS	**$3,489,070**

The opening of Gordy's at Chippewa Commons will create 75 full time equivalent jobs. Gordy's anticipates $210,000 per week in grocery sales and nearly $1,000,000 in NEW annual wages to the employees of the Gordy's Chippewa Commons location. We recognize the importance of having a grocery store on the south side of Chippewa Falls, but as important as that is, the new traffic that is generated by Gordy's being open will help support the existing shops and stores at Chippewa Commons. Each store provides a different and important service that if lost to the south side of Chippewa Falls would be a loss for the community as a whole.

The improvements we are in the process of and completing in 2015 do not include any material changes or update to the former Kmart building. Regardless of what future tenant decided to take the former Kmart space we will need to make extensive updates to that building which will certainly increase the future value of that parcel as well.

CITY OF CHIPPEWA FALLS
CLAIM REPORTING FORM

RECEIVED
OCT 13 2016
City Clerk
City of Chippewa Falls
By

Name of Claimant: Jonathan D Schutz	Claimant Address: 17869 Cnty Hwy K Cornell Wi. 54732
Claimant Phone Number: 715-827-1605	Date of Incident: 10-11-16
Time of Incident: 6:40 am	Location of Incident: The Corner of Bay St & Island St.

Damages Claimed (attach any relevant receipts and supporting documentation):

Description of Incident:

I was driving to work on the morning of 10-11-16. I was traveling West on Bay St. As I approached the intersection of Bay St and Island St, I merged to the right a bit so I could get into the lane to go straight at the intersection of Bay & Main Sts. When I merged to the right I heard a loud noise and me and the car bounced around. I then heard metal scraping on the road so I turned into the Burger King parking lot and saw both passenger tires were flat and both rims damaged. I put on factory spare and had to call my girlfriend to bring me the only other tire I had for the car from our residence in Cornell.

Signature of Claimant: Jonathan Schutz	Date:

Oct 14th

COLLISION CENTER, INC.
YOUR AUTO BODY PROFESSIONALS
14048 85TH AVE (CORNER OF HWY 124 & CTY S)
CHIPPEWA FALLS, WI 54729
PHONE: (715) 720-0456 FAX: (715) 720-9990

***** PRELIMINARY ESTIMATE *****

10/11/2016 04:21 PM

Owner

Owner: JON SCHUTZ
Address: 178 6TH AVE CTY, HWY K
City State Zip: Cornell, WI 54732

Work/Day:
Home/Evening: (715)827-1605
FAX:

Inspection

Inspection Date: 10/11/2016 04:20 PM
Primary Impact: Right Side

Inspection Type:
Secondary Impact:

Appraiser Name: KEVIN BEHLKE
Address: 14048 85TH AVE.
City State Zip: Chippewa Falls, WI 54729
Email: kevin@collisioncenterinc.com

Appraiser License # :
Work/Day: (715)720-0456
FAX: (715)720-9990

Repairer

Repairer: COLLISION CENTER INC.
Address: 14048 85TH AVE.
City State Zip: Chippewa Falls, WI 54729
Email: goettl@collisioncenterinc.com

Contact: Goettl
Work/Day: (715)720-0456
FAX: (715)720-9990
Work/Day:

Target Complete Date/Time:

Days To Repair: 3

Vehicle

OEM Part Price Quote ID: ****

2006 Chevrolet Impala LT 3.5 4 DR Sedan
6cyl 3.5 liter flex
4 Speed Automatic

Lic.Plate: 708-HDK
Lic Expire:
Prod Date: 01/2006
Veh Insp# :
Condition:
Ext. Color: WHITE
Ext. Refinish: Two-Stage
Ext. Paint Code: 40,8554

Lic State: WI
VIN: 2G1WT55K569289960
Mileage: 124,680
Mileage Type: Actual
Code: U4173B
Int. Color: Ebony w/Custom Cloth Seat Trim
Int. Refinish: Two-Stage
Int. Trim Code: 19C

Options - ***AudaVIN Information Received***

AM/FM CD Player	***Air Conditioning***	Alarm System
Aluminum/Alloy Wheels	***Bucket Seats***	***Cruise Control***
Dual Airbags	Head Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	***Power Brakes***

Power Door Locks	***Power Drivers Seat***	***Power Mirrors***
Power Steering	Power Windows	Rear Spoiler
Rear Window Defroster	Rem Trunk-L/Gate Release	***Remote Starter***
Sport Suspension	***Tachometer***	Theft Deterrent System
Tilt Steering Wheel	Tinted Glass	***Velour/Cloth Seats***
Wood Interior Trim		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	I	157		Mldg,Rocker Panel RT	Repair				0.5*	SM
2	L	157	13	Mldg,Rocker Panel RT	Refinish				2.2	RF
					1.3 Surface					
					0.6 Two-stage setup					
					0.3 Two-stage					
3	RI	157		Mldg,Rocker Panel RT	R & I Assembly				0.4	SM
4	E	1007		Clip,Rocker Panel Mldg RT	MULTI-PART GM Part	$65.76			INC	SM
5	E	1153		Clip,Rocker Panel Mldg RT	MULTI-PART GM Part	$65.76			INC	SM
6	RI	235		Mldg,Rear Door Side RT	R & I Assembly				0.2	SM
Wheels										
7	UC	961		Wheel,Front RT	Replace Reconditioned	$189.00*			0.3	SM
8	UC	963		Wheel,Rear RT	Replace Reconditioned	$189.00*			0.3	SM
Rear Doors										
9	I	414		Pnl,Rear Door Outer RT	Repair				0.5*	SM
10	L	414		Pnl,Rear Door Outer RT	Refinish				2.6	RF
					2.2 Surface					
					0.4 Two-stage					
11	RI	375		Mldg,Rear Door Belt RT	R & I Assembly				0.2	SM
12	RI	306		Handle,RR Door Outer RT	R & I Assembly				0.6	SM
Manual Entries										
13	EC	M07		Pinstripes-Tape	Replace Economy	$30.00*			0.5*	SM
				>> INCL. REMOVE OLD						
14	EC			COVER CAR	Replace Economy	$8.00*			0.3*	SM*
15	SB			4 WHEEL ALIGN.	Sublet Repair	$79.95*				SM*
16	SB			TIRE MOUNT & BALANCE	Sublet Repair	$40.00*			0.6*	SM*
				>> (2)						
17	SB			HAZ. WASTE - MINOR	Sublet Repair	$2.00*				SM*
18	EC			(2) Tires	Replace Economy	$298.00*				SM*

18 Items

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		$131.52	
Other Parts		$714.00	
Paint & Materials	4.8 Hours @ $42.00	$201.60	
Parts & Material Total			$1,047.12
Tax on Parts & Material	@ 5.500%		$57.59

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs

Sheet Metal (SM)	$62.00	2.8	1.6	4.4	$272.80	
Mech/Elec (ME)	$80.00					
Frame (FR)	$78.00					
Refinish (RF)	$62.00	4.8		4.8	$297.60	
Labor Total				9.2 Hours		$570.40
Tax on Labor		@ 5.500%			$31.37	
Sublet Repairs					$121.95	
Tax on Sublet		@ 5.500%			$6.71	
Gross Total						**$1,835.14**
Net Total						**$1,835.14**

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 54729 Default
OEM Part Prices DT 10/11/2016 04:21 PM EstimateID 215217972040450048 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.035 ES 10/11/2016 04:25 PM REL 8.0.035 DT 09/01/2016 DB 10/08/2016
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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

Audatex a Solera company

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