

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, November 15, 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 November 1, 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.
 - (a) Tourism Director, Jackie Boos, to provide tourism update.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of November 7, 2016.
 - (b) Consider Plan Commission minutes of November 7, 2016.
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 November 8, 2016.
 - (b) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 14, 2016. *(minutes to be distributed prior to meeting)*
 - (c) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 15, 2016. *(minutes to be distributed prior to meeting)*
 - (d) Consider Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 15, 2016. *(minutes to be distributed prior to meeting)*
 - (e) Park Board minutes of November 8, 2016.
 - (f) Library Board minutes October 12, 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 the Bridge to Wonderland Parade to be held on December 3, 2016 utilizing various City Streets (see attached map).
 - (c) Consider Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Christmas to be held on December 15, 2016 from 4:00 pm – 7:00 pm utilizing the 200 block of N Bridge Street.
 - (d) Consider Annual Outdoor Beer Garden Application of Glenloch Bar and Grill, 1300 Jefferson Avenue.
9. **PETITIONS** – None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES** - None

14. RESOLUTIONS

(a) Consider **Resolution #2016-43 Entitled:** Resolution Right-of-Way Plat for High Street/Rushman Drive/STH#124, From Bridge Street to Elm Street.

(b) Consider **Resolution #2016-44 Entitled:** Resolution Plat of Three by Three Townhomes.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail (bike path).

16. CLAIMS

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

(b) Consider claim of Jeff Pederson, 7704 141st Street, against the City of Chippewa Falls. See attached letter from Statewide Services, Inc. recommending denial of this claim.

(c) Consider claim submitted by Jeremy Gjelhaug, 104 Duncan Street (refer to insurance company).

(d) Consider claim of Jeremy Gjelhaug, 104 Duncan Street, against the City of Chippewa Falls. See attached letter from Statewide Services, Inc. recommending denial of this claim.

17. CLOSED SESSION

(a) Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider potential tax increment financing incentives and a Developers Agreement for a project in Lake Wissota Business Park – TID #14.

May return to Open Session.

18. ADJOURNMENT

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

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

Please note that attachments to this agenda may not be final and are subject to change.

This agenda may be amended as it is reviewed.

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on November 11, 2016 at 12:40 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, November 1, 2016 in the City Hall Council Chambers. Council President Rob Kiefer called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Police Lt. Brian Micolichuk, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Ford/King to approve the minutes of the Regular Council Meeting of October 18, 2016. All present voting aye, motion carried.

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by King/Hull to approve the Board of Public Works minutes of October 24, 2016. All present voting aye, motion carried.

COUNCIL COMMITTEE REPORTS

(a) Motion by King/Nadreau to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of October 25, 2016. All present voting aye, motion carried.

(b) Motion by Hull/Nadreau to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 1, 2016. All present voting aye, motion carried.

(c) Motion by Nadreau/Hull to approve the Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 1, 2016. Roll Call Vote: Aye – Nadreau, Hull, Olson, King, Monarski; No – Ford. Motion carried.

(d) Motion by Ford/Olson to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of October 21, 2016. All present voting aye, motion carried.

APPLICATIONS

(a) Motion by Ford/King to approve the Operator (Bartender) Licenses as approved by the Police Department. All present voting aye, motion carried.

(b) Motion by Ford/King to approve the Street Use Permit Application from the Indianhead Track Club for the Frigid 8/Thermal 3 Run/Walk to be held on December 3, 2016 from 8:00 am – 1:00 pm on various City Streets. All present voting aye, motion carried.

(c) Motion by King/Ford to approve the Street Use Permit Application from the Chippewa Manor for the Veteran's Salute at 222 Chapman Road on November 3, 2016; flags to be displayed in the boulevard from November 2 – 16, 2016. All present voting aye, motion carried.

(d) Motion by Nadreau/Ford to approve the Original Alcohol Beverage Retail License Application from Land and Sea, LLC, Brenda Hopkins, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Farm Store Grille located at 213 N Bridge Street. All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS

(a) Motion by King/Ford to approve the appointment of Jacqueline Price as an Election Inspector for the 2016-2017 Election Cycle. **All present voting aye, motion carried.**

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) The easement has been reviewed by the City Attorney and is in good form. The City will be compensated a one-time payment of \$13,330 for the easement with Xcel agreeing to restore any damage resulting from utilization of the easement. **Motion by Ford/Olson** to approve the easement for Xcel Energy to access the north shore of Chippewa River through Chippewa Riverfront. **Roll Call Vote: Aye – Ford, Olson, King, Hull, Nadreau; No – Monarski. Motion carried.**

(b) Council expressed concern with granting a permanent easement without knowing why it was required by the State Inspector. There was discussion that the City should receive a written explanation as to why it is needed. **Motion by Hull/Monarski** to approve the easement for Garrett Bresina and Greg Misfeldt to utilize the east 14' of Lot #6, Blk 40, Chippewa Falls Plat. **Roll Call Vote: Aye – Hull, Monarski, Olson, Nadreau, Ford; No – King. Motion carried.**

CLAIMS

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

City General Claims:	\$142,399.92
Authorized/Handwritten Claims:	\$4,301.44
Department of Public Utilities:	\$271,536.36
Total of Claims Presented	<u>\$418,237.72</u>

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

(b) Motion by Ford/Nadreau to forward the claim submitted by Nicole Estenson, 920 Pine Needle Drive, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by Ford/King to adjourn at 7:16 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - November 1, 2016

NAME	ADDRESS
R F Kline	1304 Pennick F
Garret Brasim	1426 Hilary St.
Roy Rice	2114 Henry Ave.
Bob Schultz	320 Hollen Road Menomonee WI.
Xcel Energy	2

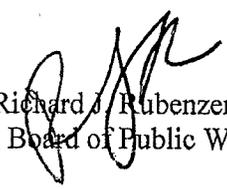
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, NOVEMBER 7, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 7, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Darrin Senn was absent.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the October 24, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer presented the attached Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail. The Board of Public Works discussed responsibility between the two municipalities. The Village of Lake Hallie would be responsible for the length of path/trail in the Village Corporate Limits, (1.21 miles), and the City of Chippewa Falls would be responsible for the length in the City of Chippewa Falls, (0.43 miles). Estimated dollar amounts are \$52,576.36 for Chippewa Falls and \$74,419.39 for the Village of Lake Hallie of the \$126,995.75 estimated local share. As per the agreement, the City would pay for the entire project cost as incurred and then be reimbursed within thirty days by the Village of Lake Hallie. Also, each municipality would be responsible for right-of-way acquisitions in their own jurisdictions.
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the Intergovernmental Cooperation Agreement with the Village of Lake Hallie for completion of the Chippewa River State Trail and authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

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


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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, OCTOBER 24, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, October 24, 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. Cheri Barna of Xcel Energy and Garrett Bresina were also present at the meeting.

1. **Motion** by Senn, seconded by Olson to approve the minutes of the October 10, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached proposed easement for Xcel Energy to access the north shore, (on rare occasions), of the Chippewa River located in the Chippewa Riverfront to maintain the hydro plant and tailrace area. Director of Public Works Rubenzer stated that the Board and Council had reviewed previous drafts of this easement. He stated that Attorney Ferg had reviewed and approved the proposed easement. Cheri Barna of Xcel Energy appeared to support the easement. **Motion** by Rubenzer, seconded by Olson to recommend the Common Council approved the attached easement for Xcel Energy to access the north shore of the Chippewa River through the Chippewa Riverfront to maintain the Xcel Energy Dam tailrace and hydro plant. **All present voting aye. MOTION CARRIED.**

3. Garrett Bresina appeared and presented the attached easement for the new Livery building. The proposed fourteen foot wide easement would be along the east side of the existing City owned parking lot at #21 West Grand Avenue, Lot #6, Block #40, Chippewa Falls Plat. Mr. Bresina stated that the easement was required for the sidewalk and area under the fire escape and outside stairwell. He stated that existing parking spaces would not be removed other than one parking space would be utilized for a dumpster. The Board discussed, asking for compensation for this easement. Finance Manager Bauer asked if the easement would be passed to future owners. Alderperson Olson asked if the City would remove the easement from the lot if the building was torn down or sold. Director of Public Works Rubenzer suggested that Attorney Ferg review the easement. **Motion** by Senn, seconded by Olson to recommend the Common Council approve a fourteen foot wide easement along the east side of the City owned parking lot at #21 West Grand Avenue, Lot #6, Block #40, Chippewa Falls Plat for the new owners Garrett Bresina and Greg Misfeldt, (former Ben Franklin and Hometown Variety stores), upon review and approval of the easement by Attorney Ferg. Also, not to ask for compensation for this easement. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Olson, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:42 P.M.


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

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

**INTERGOVERNMENTAL COOPERATION AGREEMENT
DESIGN/CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE
CHIPPEWA RIVER STATE TRAIL PROJECT**

This agreement entered into by and between the City of Chippewa Falls, hereinafter referred to as "City" and the Village of Lake Hallie, hereinafter referred to as the "Village".

WHEREAS, the City and Village submitted a joint Transportation Alternative Project (TAP) application to the Wisconsin Department of Transportation (WisDOT) on January 29, 2016 for the construction of segments of the Chippewa River State Trail within their jurisdictions; and

WHEREAS, WisDOT selected the Chippewa River State Trail project TAP application sponsored by the City and Village for funding in September 2016; and

WHEREAS, the City and Village recognize that successful delivery of the Chippewa River State Trail project will require close cooperation between the City and Village; and

WHEREAS, the City accepted the responsibility of being the project sponsor for the TAP application; and

WHEREAS, WisDOT awarded the Chippewa River State Trail project based upon the submitted joint application with a total estimated cost of \$634,977.75 for design and construction. Federal/State funding for the Chippewa River State Trail project will be capped at \$507,982; and

WHEREAS, the City and Village passed resolutions of support for the TAP application and committed to funding the local portion of the project within their jurisdiction as defined in City resolution no. 2016-17, and Village resolution no. 2016-03; and

WHEREAS, Wis. Stat. Section 66.0301 permits the City and the Village to enter into an agreement and contract for the joint exercise of any power or duty required or authorized by law.

NOW THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will continue to act as the project sponsor for the Chippewa River State Trail project. In that role as the sponsor the City will coordinate design and construction administration.
2. The Village shall pay the City for the portion of the project within its jurisdiction. This includes all costs including design, construction administration, construction, state review fees, applicable Right of Way acquisitions, and any other costs associated with the section of proposed Chippewa River State Trail within the Village corporate boundaries.
3. The City shall invoice the Village on a monthly basis as costs are incurred. The Village shall be responsible for all costs for design/improvements within the Village's corporate boundary involved in the project until reimbursement from WisDOT occurs. The Village agrees to pay any invoices within 30-days of receipt of the invoice from the City. The City agrees to provide a detailed invoice illustrating incurred costs with each invoice.
4. The Village agrees that design and construction administration of the Chippewa River State trail project will be completed by City Staff. The Village agrees to compensate the City for costs associated with the design and construction administration of the Chippewa River State Trail

within the Village Corporate limits, these costs shall be billed monthly has incurred. Reimbursement (Federal/State) for incurred costs will be distributed within 30-days of receipt by the City and shall be prorated based on the expenses of the Chippewa River State project that were incurred in the respective jurisdictions.

5. The initial term of this Agreement shall be for the length of time necessary to design and construct the Chippewa River State Trail project. The Agreement may be extended or revised in writing, signed by the parties.
6. If either party fails to uphold their portion of the agreement, and the Federal/State TAP reimbursement monies are withheld because of the failure, the party responsible for the failure to complete the project shall compensate the other for incurred costs up to the point of termination of this agreement. Incurred costs can include design costs, construction administration costs, Right of Way acquisition costs, state design review costs, and other applicable project expenditures. The parties will not be responsible for construction costs outside of their respective jurisdictions.
7. The City agrees to update the Village on the design and construction process on a monthly basis. The City will present plans for review within Village jurisdiction at 30% design, 60% and 90%.
8. The City agrees to host a design scoping meeting with the Village to discuss the proposed Chippewa River State Trail project design and identify key design decisions for the Village in an effort to incorporate Village design concerns.
9. The City agrees that during the construction phase of the Chippewa River State trail that construction administration staff will gain approvals from the Village prior to any contract modifications that are required to complete the project. The Village will approve/deny any construction changes that may increase/decrease project costs. Slight variations in unit quantities may be expected during construction.
10. The City agrees to let the project as a local let project. The City agrees to follow all legal and WisDOT requirements in letting the proposed Chippewa River State Trail project. Upon opening of the bids, both the City and Village will take official action, once WisDOT has granted approval, to award the bid to the lowest responsible bidder.
11. The City and Village will each be individually responsible for all Right of Way acquisition costs that are necessary as part of Chippewa River State Trail. All R/W acquisition costs will be locally funded with no Federal/State funding. All Right of Way acquisition that is required as part of Chippewa River State Trail shall be completed following provisions of the Uniform Act and any applicable State and Federal law.

CITY

VILLAGE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, NOVEMBER 7, 2016 – 6:30 PM**

The Plan Commission met in City Hall on Monday, November 7, 2016 at 6:30 P.M. Present were Commissioners Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Dan Varga, Beth Arneberg, , Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dave Cihasky and Jerry Smith. Also attending were Attorney Heather Hunt and Rob Majeski.

1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the October 17, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached right-of-way plat for the Rushman Drive/High Street, STH #124 resurfacing project. Secretary Rubenzer noted that the right-of-way would be acquired by Assistant City Engineer Krejci, who is certified for such acquisitions. He continued that the project was tentatively scheduled for 2018. **Motion** by Tzanakis, seconded by Hubbard to recommend the Common Council approve the attached right-of-way plat for the Rushman Drive/High Street, STH #124 resurfacing project. **All present voting aye. Motion carried.**

3. Secretary Rubenzer gave background information for the attached Commercial Planned Development Conditional Use Permit Resolution No. 2016-04. The permit would grant zero setback lines between parcel #4430, located at #303 East Prairie View Road and parcel #4428, located at #409 East Prairie View Road, which is the existing condition. He also noted that Attorney Hunt had handed out an updated site plan which would be included with the final Commercial PD CUP. Mayor Hoffman opened a public hearing to consider attached Commercial Planned Development Conditional Use Permit Resolution No. 2016-04. No one spoke for or against the permit. Mayor Hoffman closed the public hearing. **Motion** by Hubbard, seconded by Varga to approve Commercial Planned Development Conditional Use Permit Resolution No. 2016-04 to allow zero setback lot lines for owner, Wisconsin Real Property Investments, LLC on parcel #4430, located at #303 East Prairie View Road. **All present voting aye on a 9-0 vote. Motion carried.**

4. Secretary Rubenzer gave background information for the attached Commercial Planned Development Conditional Use Permit Resolution No. 2016-05. The permit would grant zero set back lines between parcel #4428, located at #409 East Prairie View Road and parcel #4430, located at #303 East Prairie View Road, which is the existing condition. He noted that both parcels were included in both Conditional Use Permit Resolutions to state that the declarations applied to both parcels. Mayor Hoffman opened a public hearing to consider attached Commercial Planned Development Conditional Use Permit Resolution No. 2016-05. No one spoke for or against the permit. Mayor Hoffman closed the public hearing. **Motion** by Hubbard, seconded by Varga to approve Commercial Planned Development Conditional Use Permit Resolution No. 2016-05 to allow zero setback lot lines for owner, Wisconsin Real Property Investments, LLC on parcel #4428, located at #409 East Prairie View Road. **All present voting aye on a 9-0 vote. Motion carried.**

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

5. The Plan Commission considered the attached plat of Three by Three Townhomes in the Town of Lafayette. Secretary Rubenzer noted that it was located on 190th Street within the city's three mile extraterritorial plat review limit.

Motion by Tzanakis, seconded by Varga to recommend the Common Council approve the attached plat of Three by Three Townhomes in the Town of Lafayette contingent upon:

- 1) Receipt of the proper plat review fees.
- 2) Compliance with stormwater management ordinance.
- 3) Recording of the plat once approved and providing the Engineering Department with a recorded copy.

All present voting aye. Motion carried.

6. **Motion** by Varga, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:41 P.M.


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

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, OCTOBER 17, 2016 – 6:30 PM**

The Plan Commission met in City Hall on Monday, October 17, 2016 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent was Commissioner Dan Varga. Also attending was Katy Macek of the Chippewa Herald, Chris Vetter of the Eau Claire Leader Telegram, Dave Schafer, Heather Hunt, Robb Majeski and Alderperson Paul Nadreau.

1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the October 10, 2016 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached petition for a Commercial Planned Development Conditional Use Permit from Wisconsin Real Property Investments, LLC for parcel #4430 located at 303 E. Prairie View Road. Secretary Rubenzer gave background information stating owners of the Chippewa Commons would like to sell parcel #4428, which would create basically a zero setback lot line between existing buildings along the North property line of parcel #4430 and the South property line of parcel #4428. The two parcels are zoned C-2 General Commercial and the existing Declarations would apply for storm water, sanitary, water, parking and other common area needs between the two parcels. He stated that the Planned Developments would apply to the two parcels and run with the land for future owners as long as general commercial uses remained the same. Dave Schafer of Gordy's Market stated their goal had been to redevelop the grocery store and had accomplished that but weren't in the strip mall management business. He stated Wisconsin Real Property Investments, LLC wanted to sell parcel #4430 to a corporation in the business of managing a strip mall. He continued that the K-Mart building would continue to be used for storage of bottled water on a temporary basis.
Motion by Hubbard, seconded by Rubenzer to recommend the Plan Commission conduct a public hearing to consider a Commercial Planned Development Conditional Use Permit to allow for separate ownership of parcel #4430 and adjacent parcel #4428 with a zero setback between the North property line of parcel #4430 and the South property line of parcel #4428. Said public hearing to be scheduled upon receipt of the \$300 advertising fee and proper notification of the adjacent property owners. **All present voting aye. Motion carried.**

3. The Plan Commission considered the attached petition for a Commercial Planned Development Conditional Use Permit from Wisconsin Real Property Investments, LLC for parcel #4428 located at 409 E. Prairie View Road.
Motion by Hubbard, seconded by Tzanakis to recommend the Plan Commission conduct a public hearing to consider a Commercial Planned Development Conditional Use Permit to allow for separate ownership of parcel #4428 and adjacent parcel #4430 with a zero setback between the South property line of parcel #4428 and the North property line of parcel #4430. Said public hearing to be scheduled upon receipt of the \$300 advertising fee and proper notification of the adjacent property owners. **All present voting aye. Motion carried.**

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

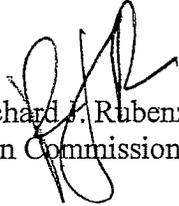
4. The Plan Commission considered the attached Certified Survey Map from Hiess-Loken and Associates for combining Lot #1, discontinued alley right-of-way and discontinued Grove Street right-of-way all in Block #36, Chippewa Falls Plat. Secretary Rubenzer noted that Grove Street had been discontinued in 2014 and Chippewa County required a survey in order to create a new parcel number.

Motion by Tzanakis, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map for Tim and Lori Lorentz, (A Cut Above Beauty Shop), combining parcels in Block #36, Chippewa Falls Plat, prepared by Hiess-Loken Associates. Said Certified Survey Map be approved upon:

- 1) Receipt of the \$100 Certified Survey Map review fee.
- 2) Receipt of an original Certified Survey Map for signing.
- 3) Receipt of a copy of the recorded Certified Survey Map.

All present voting aye. Motion carried.

5. **Motion** by Smith, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:45 P.M.

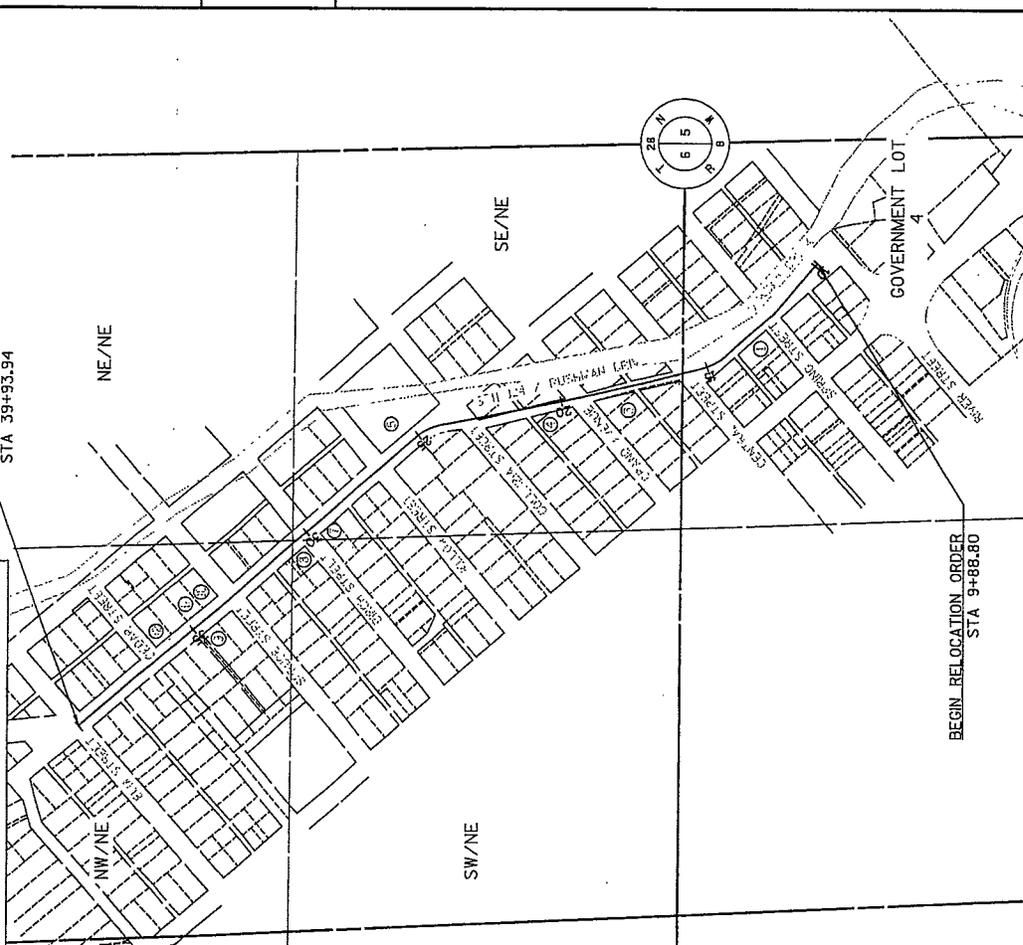

Richard J. Rubenzer, P.E., Secretary
Plan Commission

SCHEDULE OF LANDS & INTERESTS REQUIRED

AREAS SHOWN IN TOTAL ACRES COLUMN MAY BE APPROXIMATE AND ARE DERIVED FROM TAX ROLLS OR OTHER AVAILABLE SOURCES AND MAY NOT INCLUDE LANDS OF THE OWNER WHICH ARE NOT CONTIGUOUS TO THE AREA TO BE ACQUIRED.

COMMENTS STATES THE 3RD-4TH F99 REFERENCE PURPOSES ONLY AND ARE SUBJECT TO CHANGE PRIOR TO TRANSFER OF LAND TO THE CITY.

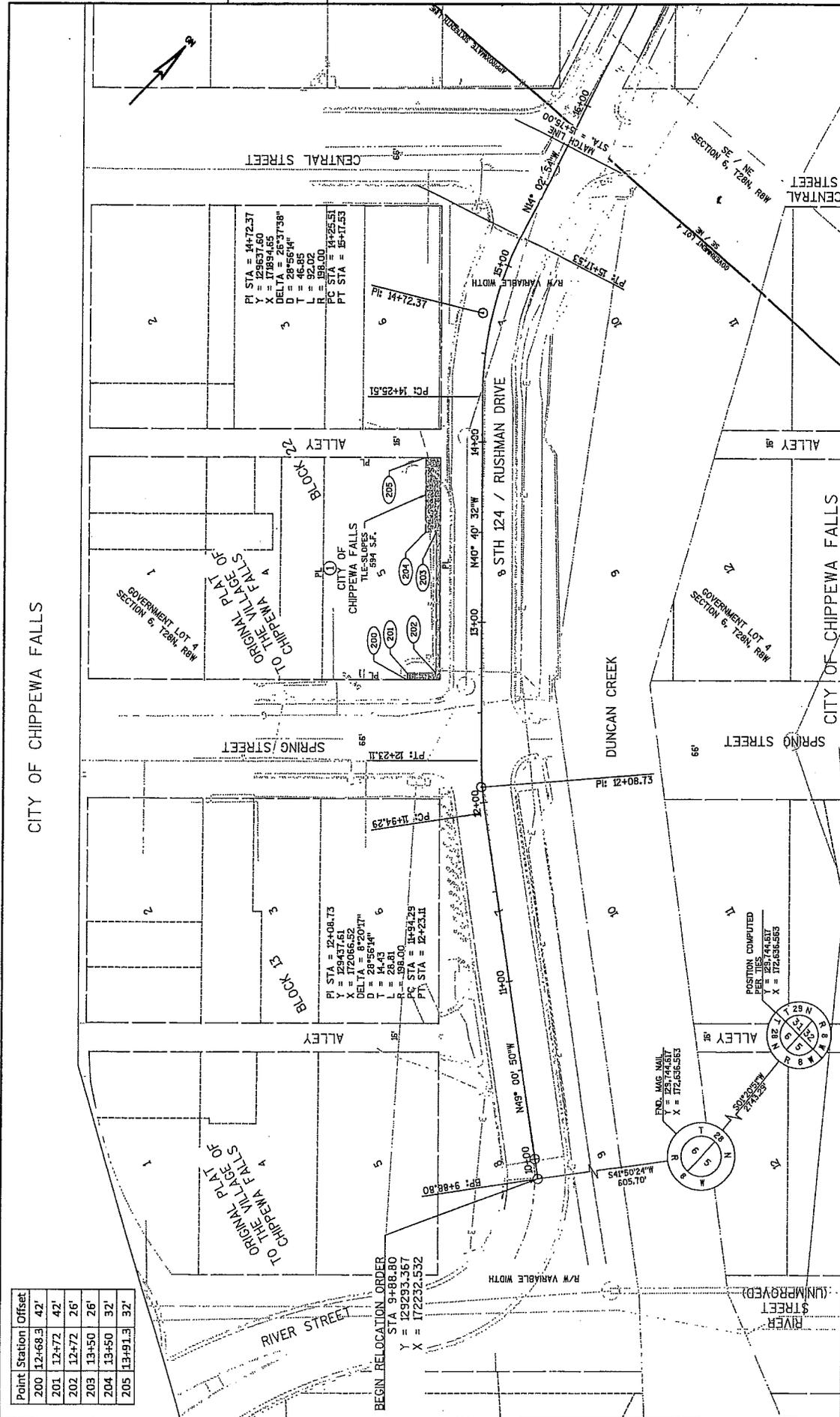
PROJECT NUMBER	PROJECT NAME	PROPERTY ACQUIRED	R/W REQUIRED	TOTAL ACRES
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REVISION DATE	DATE	GRID FACTOR N/A	SCALE, FEET 0 200 400	HWY: 124 COUNTY: CHIPPEWA	STATE R/W PROJECT NUMBER 8610-01-25	PLAT SHEET 4.02
FILE NAME : SCHEDULE OF LANDS.DWG LAYOUT NAME - 4.0B - 4.0B				PLOT DATE : 1/17/2016 9:57 AM PLOT BY : NICK BNGH	CONSTRUCTION PROJECT NUMBER #####	PS&E SHEET E

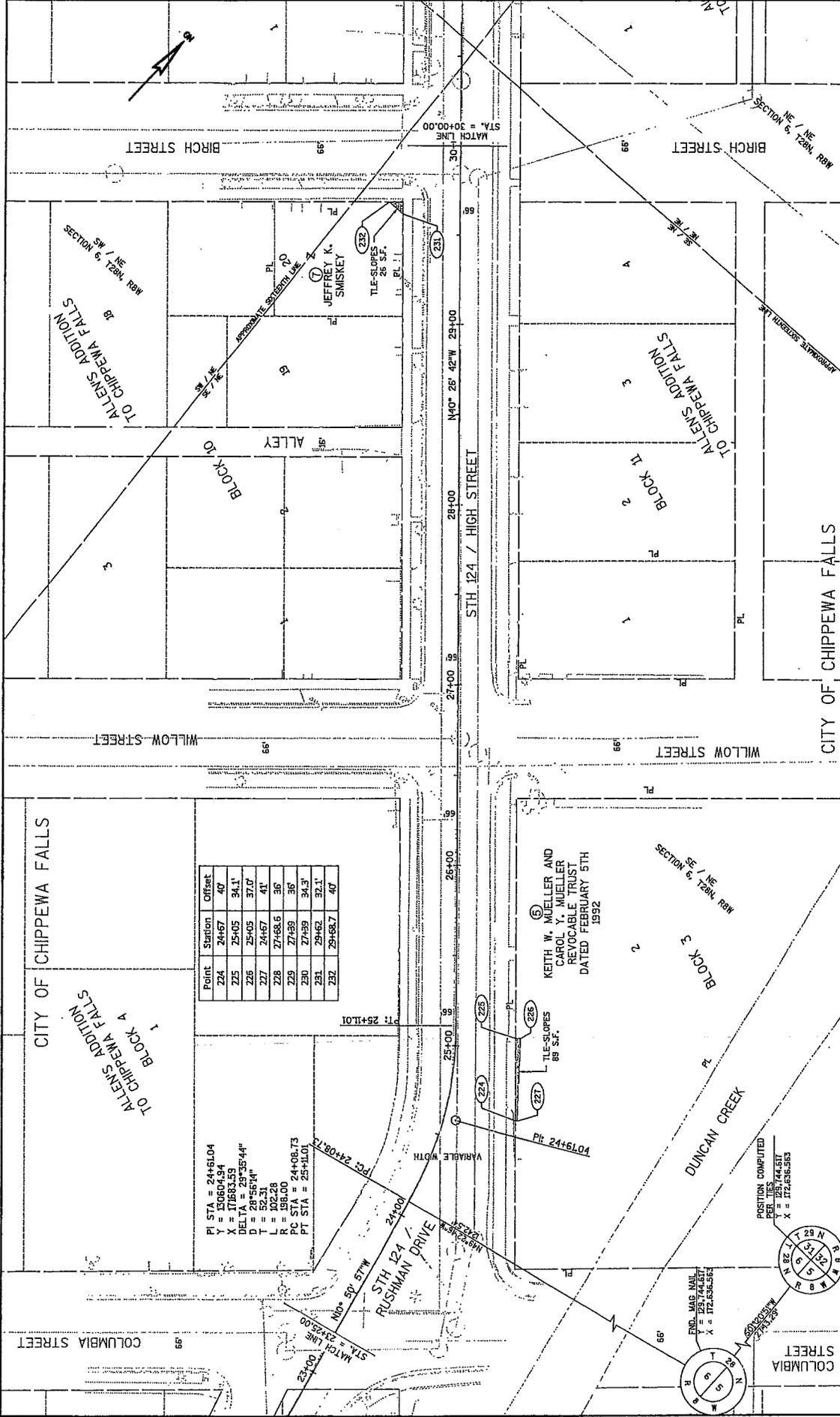
PLOT SCALE : 1 IN=400 FT WISDOT/CADDIS SHEET 75

Point	Station	Offset
200	12+68.3	42'
201	12+72	42'
202	12+72	26'
203	13+50	26'
204	13+50	32'
205	13+91.3	32'



REVISION DATE	DATE	GRID FACTOR N/A	SCALE, FEET	HWY: 124	STATE R/W PROJECT NUMBER 8610-01-25	PLAT SHEET	4.03
			0 25 50	CITY OF CHIPPEWA FALLS	CONSTRUCTION PROJECT NUMBER #####	PS&E SHEET	
				COUNTY: CHIPPEWA	PLAT NAME :		
				LOT DATE : 1/7/2015 9:59 AM	PLAT BY : NICK ENGH		
					PLAT SCALE : 1 IN. = 50 FT		

FILE NAME : 4.04.DWG
LAYOUT NAME - 4.04 - 4.04
WISDOT/CADDS SHEET 75



Point	Station	Offset
224	24+67	40
225	25+05	34.1
226	25+05	37.0
227	24+67	41
228	27+68.5	36
229	27+68	36
230	27+99	34.3
231	29+62	32.1
232	29+68.7	40

PI STA = 24+61.04
 Y = 12660.84
 DELTA = 28°53'44"
 D = 28°56'19"
 T = 52.31
 L = 102.28
 R = 196.00
 PC STA = 24+08.73
 PT STA = 25+11.01

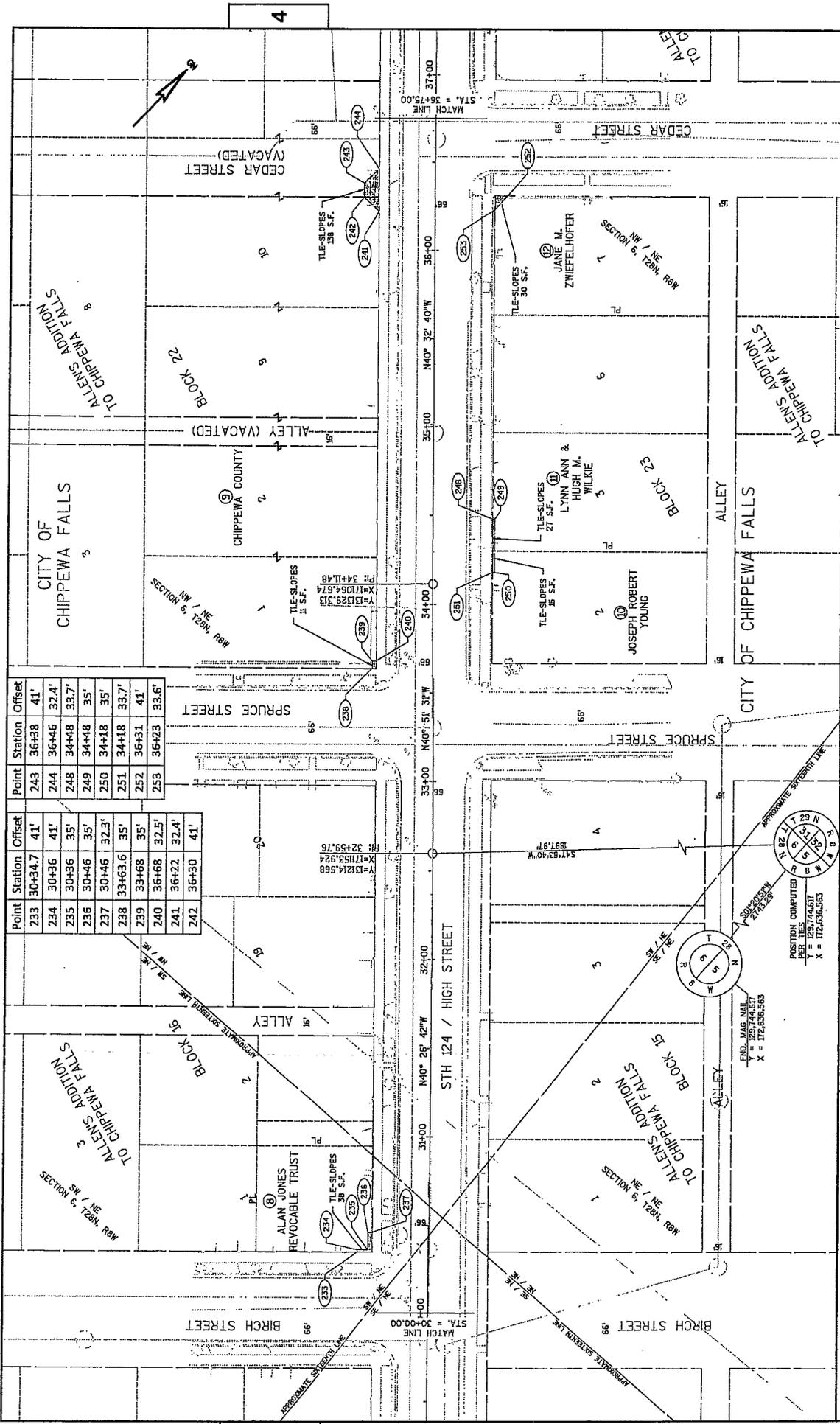
⑤
 KEITH W. MUELLER AND
 CAROL Y. MUELLER
 REVOCABLE TRUST
 DATED FEBRUARY 5TH
 1992

POSITION COMPUTED
 PC STA = 24+08.73
 Y = 12674.44
 X = 172436.583

END. MAG. MAIL
 Y = 126744.617
 X = 172436.582

REVISION DATE	DATE	SCALE, FEET	PLAT SHEET
	GRID FACTOR N/A	0 25 50	4.05
			PS&E SHEET
			E

STATE R/W PROJECT NUMBER 8610-01-25
 CONSTRUCTION PROJECT NUMBER *****
 COUNTY: CHIPPEWA
 CITY OF CHIPPEWA FALLS
 HWY: 124
 PLOT BY: NICK BIRCH
 PLOT DATE: 1-17-2015 9:58 AM
 PLOT NAME: 1
 PLOT SCALE: 1:1,250 FT



Point Station	Offset	Point Station	Offset		
233	30+34.7	41'	243	36+38	41'
234	30+36	41'	244	36+46	32.4'
235	30+36	35'	248	34+48	33.7'
236	30+46	35'	249	34+48	35'
237	30+46	32.3'	250	34+18	35'
238	33+63.6	35'	251	34+18	33.7'
239	33+68	35'	252	36+31	41'
240	36+68	32.5'	253	36+23	33.6'
241	36+22	32.4'			
242	36+30	41'			

REVISION DATE: _____
 DATE: _____
 GRID FACTOR N/A
 SCALE: FEET
 0 25 50
 HWY: 124
 COUNTY: CHIPPEWA
 STATE R/W PROJECT NUMBER 8610-01-25
 CONSTRUCTION PROJECT NUMBER *****
 PLAT SHEET 4-06
 PS&E SHEET E

FILE NAME : 4.07.DWG
 LAYOUT NAME : 4.07 - 4.07
 PLOT DATE : 1/7/2018 9:59 AM
 PLOT BY : NICK BISH
 PLOT SCALE : 1:1 IN/60 FT
 WSDOT/CADDIS SHEET 75

**CITY OF CHIPPEWA FALLS PLAN COMMISSION COMMERCIAL
PLANNED DEVELOPMENT CONDITIONAL USE PERMIT
RESOLUTION #2016-04 TO ALLOW ZERO SETBACK LOT LINES ON
PARCEL #4430 LOCATED AT #303 EAST PRAIRIE VIEW ROAD**

WHEREAS, On October 17, 2016, the City of Chippewa Falls Plan Commission heard a request from Wisconsin Real Property Investments, LLC to allow for separate ownership of parcel #4430 and adjacent parcel #4428 with a zero setback between the North property line of parcel #4430, located at #303 East Prairie View Road and the South property line of parcel #4428 located at #409 East Prairie View Road; and

WHEREAS, the Plan Commission evaluated the development proposal in accordance with Municipal Code Section 17.26 which directs such evaluation as a conditional use permit under section 17.47; and

WHEREAS, the Plan Commission conducted a public hearing on Monday, November 7, 2016 at 6:30 P.M. to hear all concerns about Commercial Planned Development Conditional Use Permit Resolution No. 2016-04 to allow zero setback lot lines on parcel #4430, located at #303 East Prairie View Road after proper notification of all adjacent property owners within 150 feet of the parcel and the publishing of a Class II notice for the said public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, pursuant to Chapters 17.26 and 17.47 of the code of Ordinances of the City of Chippewa Falls, that Commercial Planned Development Conditional Use Permit Resolution No. 2016-04 to allow zero setback lot lines on parcel #4430, located at #303 East Prairie View Road is granted under the following conditions:

- a) That this permit shall apply to parcel #4430 as described on the attached property description and as shown on the attached site plan.
- b) That the attached stated declarations apply to parcel #4430 and adjacent parcel #4428 as long as this permit remains valid.
- c) That a zero setback is required along the North property line of parcel #4430.
- d) That this permit shall run with the land and apply for all present and future owners as long as permitted uses in the C-2 General Commercial District are employed.
- e) That all attached site plans, declarations and property descriptions become part and parcel of this permit.
- f) This permit will be available in the offices of the City Engineer and City Inspector.
- g) That this permit shall become null and void by non-compliance with the conditions of this permit or related Codes, or by application to the Board of Appeals for any Code variance at these premises.

**CITY OF CHIPPEWA FALLS PLAN COMMISSION COMMERCIAL
PLANNED DEVELOPMENT CONDITIONAL USE PERMIT
RESOLUTION #2016-04 TO ALLOW ZERO SETBACK LOT LINES ON
PARCEL #4430 LOCATED AT #303 EAST PRAIRIE VIEW ROAD**

- h) That all changes or modifications to this permit shall be made only after review and approval by the Plan Commission and after public notice and hearing as required for a Commercial Planned Development Conditional Use Permit.
- i) That except as specifically provided herein, all regulations of City Codes shall apply.

MOTION: Hubbard

SECONDED: Varga

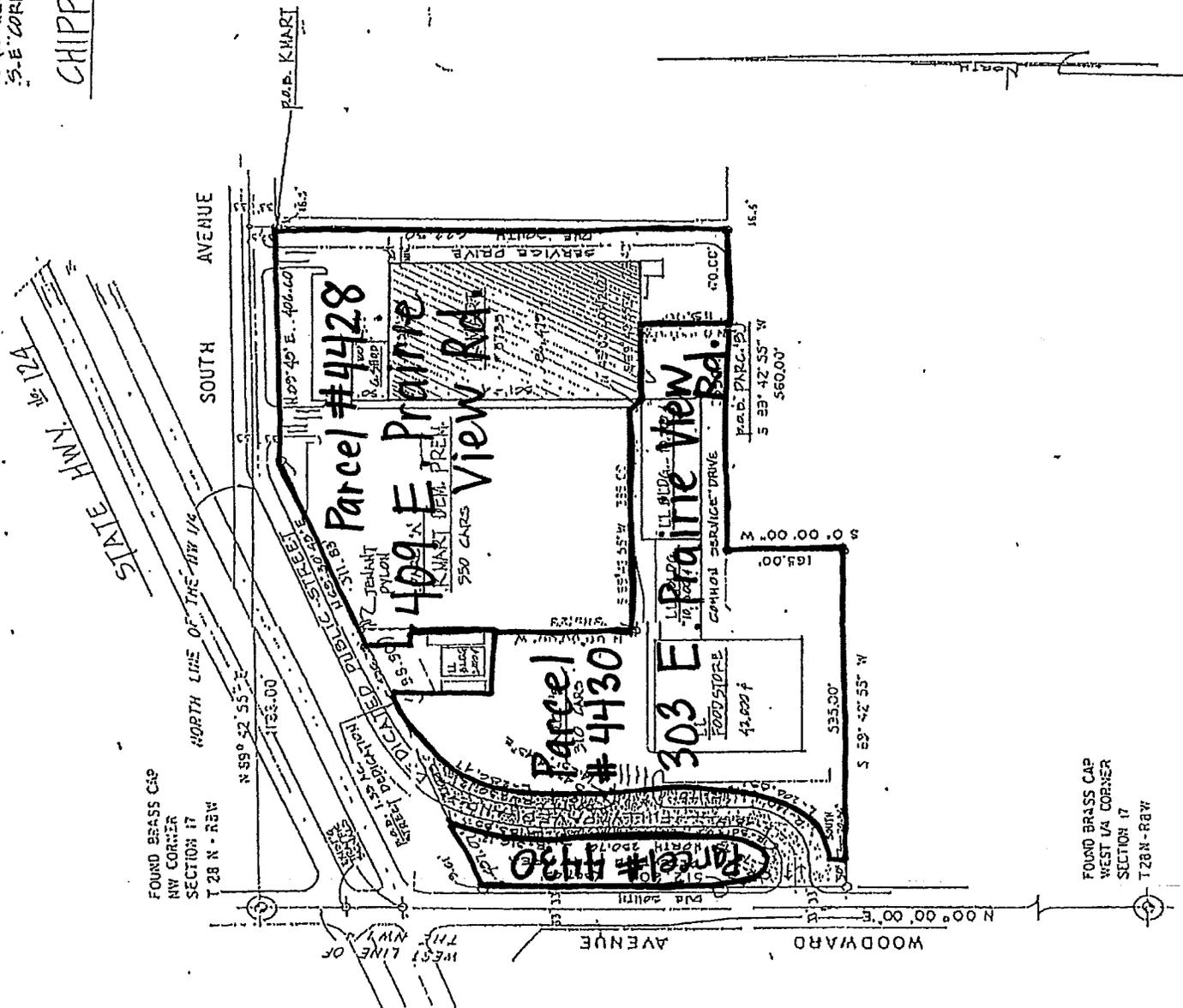
I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on November 7, 2016 by a vote of 9 ayes, 0 nays and 0 abstentions.

ATTEST: Richard J. Rubenzer
Richard J. Rubenzer, PE
Secretary, Plan Commission

STORE # 3735
 S-E CORNER STATE HIGHWAY # 124 AND
 WOODWARD AVENUE
 CHIPPEWA FALLS, WI.

EXHIBIT 'B'
 DATE: AUG. 1, 1955

SCALE:
 100 FT. TO 1 INCH
 0 50 100 200'



FOUND BRASS CAP
 NW CORNER
 SECTION 17
 T28N-R2W

FOUND BRASS CAP
 WEST 1/4 CORNER
 SECTION 17
 T28N-R2W

INDEXED _____

486705

DECLARATION OF RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF EASEMENT made as of the *23rd* day of *August* 1989, by CHIPPEWA COMMONS a Michigan Partnership, (sometimes hereinafter referred to as "DECLARANT").

W I T N E S S E T H :

WHEREAS, DECLARANT is the owner of certain parcels of real estate located in the County of Chippewa and in the State of Wisconsin, said parcels being sometimes hereinafter referred to as "K mart Demised Premises" and "Balance of Shopping Center" and more particularly described in Parcel A of Exhibit "A" and Parcel B of Exhibit "A" respectively, attached hereto; the K MART DEMISED PREMISES and BALANCE OF SHOPPING CENTER are sometimes collectively hereinafter referred to as "SHOPPING CENTER."

WHEREAS, DECLARANT intends to improve said SHOPPING CENTER with retail stores and/or other buildings and site improvements in conformance to the Exhibit "B" attached hereto and DECLARANT desires for the benefit of said SHOPPING CENTER to provide, create, reserve and grant certain mutual, non-exclusive easement rights for access, ingress, egress, in, on, over, under and through said property, to provide, create, reserve and grant certain mutual non-exclusive rights to use the parking areas of the SHOPPING CENTER and to provide for the common mutual use, maintenance and repair of certain common facilities on and about said property.

NOW, THEREFORE, in consideration of the foregoing, DECLARANT, for itself, its successors and assigns, does hereby declare as follows:

1.(a) Declarant hereby grants to each and every person, partnership, corporation or other entity now or hereinafter owning or having any interest in all or any portion of the K MART DEMISED PREMISES and the BALANCE OF SHOPPING CENTER, a mutual reciprocal and non-exclusive easement, license, right and privilege, for the installation, maintenance, and connection to all underground utilities including all utility lines, wires, pipes, conduits, sewer and drainage lines, and the rights and privileges of passage and use both pedestrian and vehicular including but not limited to, the parking of vehicles, and for ingress and egress to and from the roadways adjoining the SHOPPING CENTER, in, to, upon, through and over the Common Areas from time-to-time located on the SHOPPING CENTER. Common Areas shall include, but not be limited to the parking areas, service drives, driveways, entrances and exits, pedestrians walks and all other areas within the SHOPPING CENTER intended to be used in common as shown on the plot plan which is Exhibit "B" attached hereto. DECLARANT agrees that any future connections to the existing "underground utility lines", the term "underground utility lines" as used herein shall include by way of reference but not limitation, all wires, pipes, conduits, sewer lines, etc., and located on the K MART DEMISED PREMISES shall be subject to the advanced written approval of the Construction Department of K mart Corporation while K mart Corporation is the Tenant thereof, said consent not to be unreasonably withheld. If any future connections are located on the BALANCE OF SHOPPING CENTER, they shall be subject to the prior written approval of the owner thereof, said consent not to be unreasonably withheld.

Notwithstanding any of the foregoing, however, it is specifically understood and agreed that the easement referred to herein shall not affect nor shall it be over, through or under any building or structure located on any Site. No building may be affected, damaged or destroyed in connection with work on utility easements.

(b) DECLARANT agrees that any costs or expenses incurred by the owner or Tenant of the K MART DEMISED PREMISES or the BALANCE OF SHOPPING CENTER in repairing or maintaining the underground sanitary sewer line (or other underground lines) shall be paid by the owner or Tenant (if obligated pursuant to a valid existing lease).

(c) The easements, rights, and privileges granted hereby shall be for the benefit of and be restricted solely to the owner or owners and/or Tenants from time-to-time of all or any portion of the property described in Parcel A of Exhibit "A" and Parcel B of Exhibit "A" and such owner or owners shall grant the benefit of such easement, rights, privileges to its tenants now or hereafter occupying a building or portions thereof on the SHOPPING CENTER for the period of such tenancy, and to the customers, employees, and business invitees of said tenants, but the same is not intended and shall not be constructed as creating any rights in and for the benefit of the general public.

(d) The easements, rights, and privileges hereinbefore granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the business at any time existing on the SHOPPING CENTER.

2. The owner or owners and/or tenants (if obligated to do so pursuant to any lease) of the respective parcels of property comprising the SHOPPING CENTER shall be responsible at their own expense for all costs and expenses of the maintenance of the Common Area located on their respective parcels which shall include but not be limited to all utilities, cleaning, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards, landscaping, and all other functions necessary for the property maintenance, upkeep and operation of such Common Areas.

3. DECLARANT hereby agrees that the Shopping Center will not be used for a purpose other than primarily for retail sales and services, and further, will not be used for skating rinks, bowling alleys, health clubs, movie theatres, theatres, dancing ballrooms or establishments, night clubs, entertainment facilities, family centers (such as, without limitation, video arcades or game centers and pool rooms).

4. The terms, covenants and agreements contained herein shall be binding upon and inure to the benefit of DECLARANT, its successors, assigns, and mortgagees and the owners from time-to-time of the SHOPPING CENTER and shall run with and against the SHOPPING CENTER. Anything to the contrary notwithstanding, DECLARANT, its successors, assigns and mortgagees shall not be personally liable for the performance of the covenants contained in this Agreement, but instead said covenants are made solely for the purpose of binding the fee or leasehold interest owned by DECLARANT in said property.

5. Notwithstanding anything to the contrary herein, this Declaration shall in no way limit K mart Corporation's rights under Article 16, "Alterations and Additional Construction", of the lease between K mart Corporation, as Tenant, and Chippewa Commons, as Landlord, covering Parcel A of Exhibit "A", the K mart Demised Premises.

IN WITNESS WHEREOF, DECLARANT has hereunto set its hand the day and year first above written.

WITNESSES:

Clayton R. Costa
Gladys P. Costa
CLAYTON R. COSTA
GLADYS P. COSTA

CHIPPEWA COMMONS

BY:

Richard Agree
Richard Agree

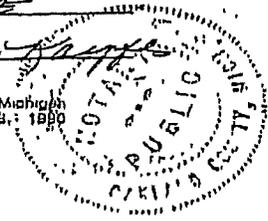
STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me, a Notary Public,
on this 16 day of AUGUST, 1989, by RICHARD AGREE

My commission expires:

Claudia Jane Kayfes

CLAUDIA JANE KAYFES
Notary Public, Oakland County, Michigan
My Commission Expires May 8, 1990



CONSENT OF LESSEE

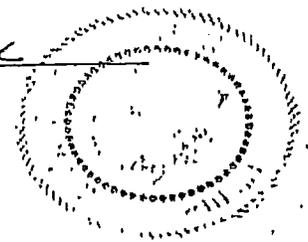
The undersigned Lessee hereby acknowledges the terms, covenants and
conditions contained in the foregoing Declaration of Easement and agrees to be
bound thereby.

K MART CORPORATION
a Michigan Corporation

WITNESSES:

Marilyn Thomas
C.S. Lot 245, B.L.
Marilyn Thomas
MARILYN THOMAS

By: M. L. Skiles
M. L. SKILES



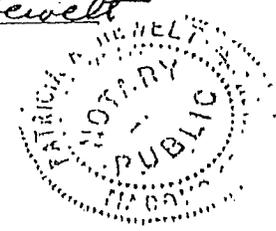
STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before my this 23rd day
of August, 1989, by M. L. Skiles of K MART CORPORATION, a
Michigan Corporation on behalf of the said Corporation.

My commission expires:

Patricia A. Hewelt

PATRICIA A. HEWELT
Notary Public, Macomb County, Mich.
My Commission Expires July, 26 1992
Acting in O.S.: 11 County,



Register's Office
Chippewa County, WI } ss.

Received for Record
the 16 day of Feb
A.D. 1990 at 9:30 o'clock a.m.
and recorded in vol. 662
of Records Page 265-271
Patricia M. Koppert
Register

07779

Loken Abstract & Title Co
106 1st Street Ave
Eau Claire, WI 54601
16.00 pd.

Legal Description
(Property being sold by WRPI)

Outlot 1 and Lot 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,

EXCEPT:

Lot 1 of Certified Survey Map #896 as recorded in Volume 3 of Certified Survey Maps on Page 154 as Document No. 493371, and

EXCEPT:

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.

Commencing at the Northwest corner of said Section 17; thence N 89°42'55" E. along the North line of the NW ¼ - NW ¼ of said Section 17 a distance of 1188.00 feet; thence S 00°00'00" W. 37.50 feet to the point of beginning; continuing thence S 00°00'00" W 622.50 feet; thence S 89°42'55" W. 170.00 feet; thence N 0°00'00" W. 115.00 feet; thence S 89°42'55" W. 129.40 feet; thence N 45°00'00" W 21.21 feet; thence S 89°42'55" W. 385.00 feet; thence N 0°00'00" E. approximately 213.37 feet to the Southeast corner of Lot 1 of Chippewa County Certified Survey Map No. 896, thence N 0°00'00" E. 130 feet, thence N 90°00'00" W. 8 feet, thence N 0°00'00" E. 38.98 feet, thence N 69°30'45" E. 320.38 feet; thence N 89°48'00" E. 406.60 feet to the point of beginning, and

EXCEPT:

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.

Parcel Identification Number: 22808-1722-70801001B
303 East Prairie View Road, Chippewa Falls, Wisconsin

Legal Description
(Property retained by WRPI)

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.

Commencing at the Northwest corner of said Section 17; thence N 89°42'55" E. along the North line of the NW ¼ - NW ¼ of said Section 17 a distance of 1188.00 feet; thence S 00°00'00" W. 37.50 feet to the point of beginning; continuing thence S 00°00'00" W 622.50 feet; thence S 89°42'55" W. 170.00 feet; thence N 0°00'00" W. 115.00 feet; thence S 89°42'55" W. 129.40 feet; thence N 45°00'00" W 21.21 feet; thence S 89°42'55" W. 385.00 feet; thence N 0°00'00" E. approximately 213.37 feet to the Southeast corner of Lot 1 of Chippewa County Certified Survey Map No. 896, thence N 0°00'00" E. 130 feet, thence N 90°00'00" W. 8 feet, thence N 0°00'00" E. 38.98 feet, thence N 69°30'45" E. 320.38 feet; thence N 89°48'00" E. 406.60 feet to the point of beginning.

Parcel Identification Number: 22808-1722-70801001A
409 East Prairie View Road, Chippewa Falls, Wisconsin

ATTACHMENT B.

STREET DEDICATION

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.

EXHIBIT A

STORE # 3735

S.E. CORNER STATE HIGHWAY # 124 AND
WOODWARD AVENUE

CHIPPEWA FALLS, WI.

EXHIBIT 'B'

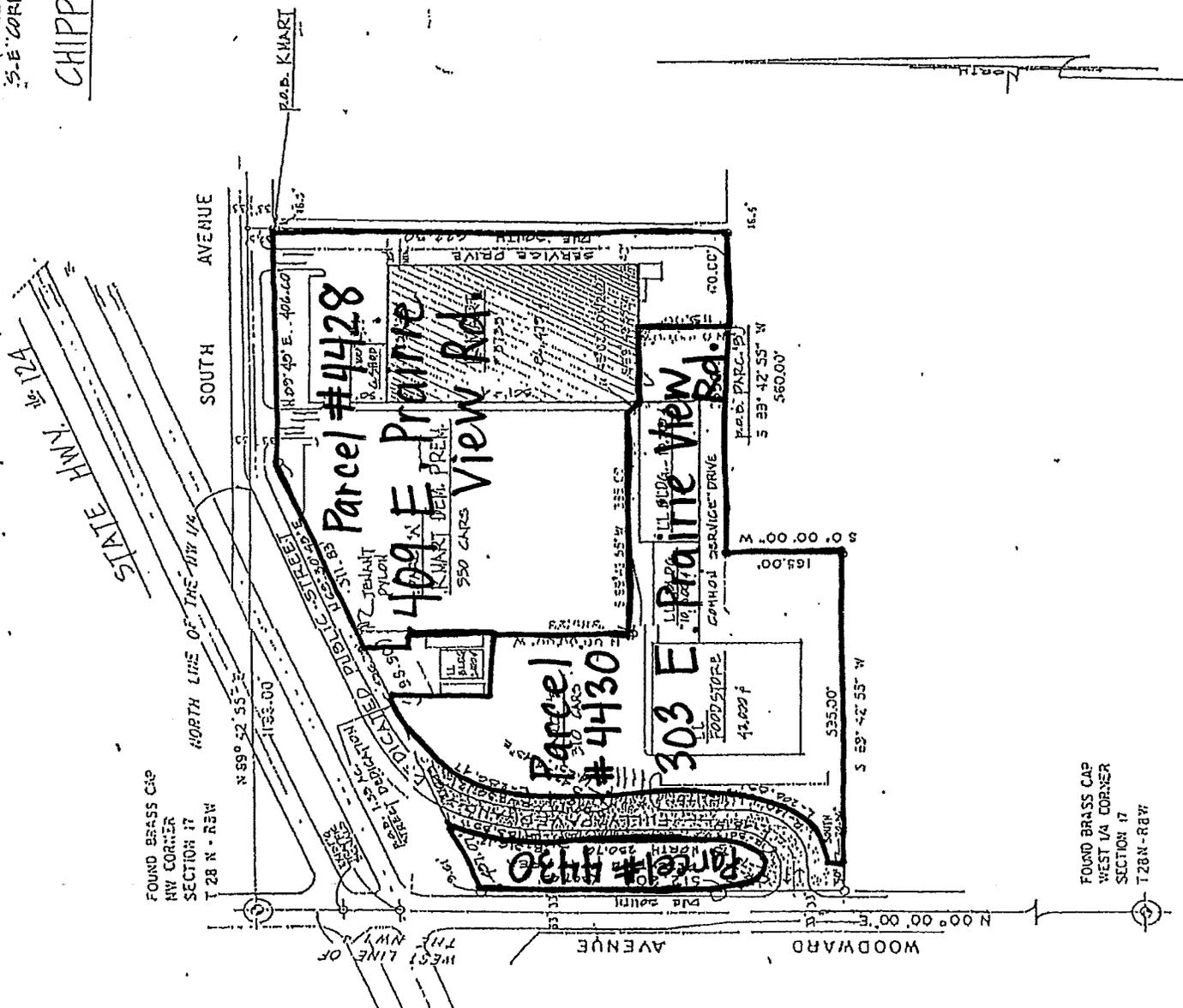
DATE:

AUG. 1, 1983

SCALE:

100 FT. TO 1 INCH

0 50 100 200'



FOUND BRASS CAP
NW CORNER
SECTION 17
T 28 N - R 8 W

FOUND BRASS CAP
WEST 1/4 CORNER
SECTION 17
T 28 N - R 8 W

Parcel #4428
409 E Prairie
KIMART VIEW RD
550 CARS

Parcel #4430
310 CARS

Parcel #4431
303 E Prairie View
FOOD STORE
43,000 f
COMMON SERVICE DRIVE

**CITY OF CHIPPEWA FALLS PLAN COMMISSION COMMERCIAL
PLANNED DEVELOPMENT CONDITIONAL USE PERMIT
RESOLUTION #2016-05 TO ALLOW ZERO SETBACK LOT LINES ON
PARCEL #4428 LOCATED AT #409 EAST PRAIRIE VIEW ROAD**

WHEREAS, the City of Chippewa Falls Common Council conducted a public hearing on January 5, 2016 and then granted a Special Use Permit Ordinance No. 2015-06 allowing Wisconsin Real Property Investments, LLC and Chippewa Commons to use the existing building, (for K-Mart), to store pallets of bottled water; and

WHEREAS, Said former K-Mart, parcel number 4428 is zoned C-2 General Commercial District; and

WHEREAS, On October 17, 2016, the City of Chippewa Falls Plan Commission heard a request from Wisconsin Real Property Investments, LLC to allow for separate ownership of parcel #4428 and adjacent parcel #4430 with a zero setback between the South property line of parcel #4428, located at #409 East Prairie View Road and the North property line of parcel #4430 located at #303 East Prairie View Road; and

WHEREAS, the Plan Commission evaluated the development proposal in accordance with Municipal Code Section 17.26 which directs such evaluation as a conditional use permit under section 17.47; and

WHEREAS, the Plan Commission conducted a public hearing on Monday, November 7, 2016 at 6:30 P.M. to hear all concerns about Commercial Planned Development Conditional Use Permit Resolution No. 2016-05 to allow zero setback lot lines on parcel #4428, located at #409 East Prairie View Road after proper notification of all adjacent property owners within 150 feet of the parcel and the publishing of a Class II notice for the said public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN, pursuant to Chapters 17.26 and 17.47 of the code of Ordinances of the City of Chippewa Falls, that Commercial Planned Development Conditional Use Permit Resolution No. 2016-05 to allow zero setback lot lines on parcel #4428, located at #409 East Prairie View Road is granted under the following conditions:

- a) That this permit shall apply to parcel #4428 as described on the attached property description and as shown on the attached site plan.
- b) That the attached stated declarations apply to parcel #4428 and adjacent parcel #4430 as long as this permit remains valid.
- c) That a zero setback is required along the South property line of parcel #4428.
- d) That this permit shall run with the land and apply for all present and future owners as long as permitted uses in the C-2 General Commercial District are employed.
- e) That all the attached site plans, declarations and property descriptions become part and parcel of this permit.

**CITY OF CHIPPEWA FALLS PLAN COMMISSION COMMERCIAL
PLANNED DEVELOPMENT CONDITIONAL USE PERMIT
RESOLUTION #2016-05 TO ALLOW ZERO SETBACK LOT LINES ON
PARCEL #4428 LOCATED AT #409 EAST PRAIRIE VIEW ROAD**

- f) This permit will be available in the offices of the City Engineer and City Inspector.
- g) That this permit shall become null and void by non-compliance with the conditions of this permit or related Codes, or by application to the Board of Appeals for any Code variance at these premises.
- h) That all changes or modifications to this permit shall be made only after review and approval by the Plan Commission and after public notice and hearing as required for a Commercial Planned Development Conditional Use Permit.
- i) That except as specifically provided herein, all regulations of City Codes shall apply.

MOTION: Hubbard

SECONDED: Varga

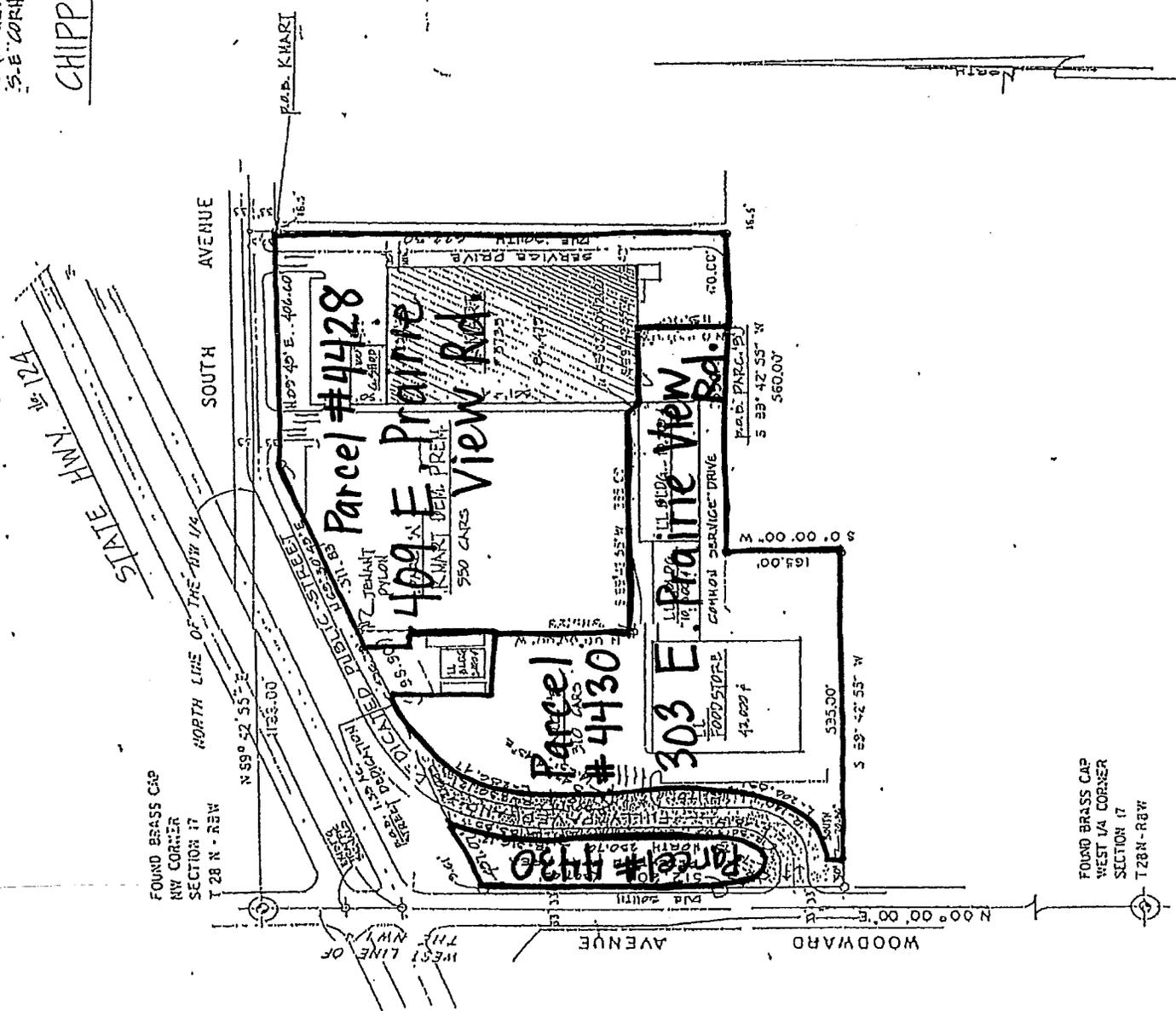
I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on November 7, 2016 by a vote of 9 ayes, 0 nays and 0 abstentions.

ATTEST: Richard J. Rubenzer
Richard J. Rubenzer, PE
Secretary, Plan Commission

STORE # 3735
 S.E. CORNER STATE HIGHWAY # 124 AHP
 WOODWARD AVENUE
 CHIPPEWA FALLS, WI.

EXHIBIT 'B'
 DATE: AUG. 1, 1959

SCALE:
 100 FT. TO 1 INCH
 0 50 100 200'



FOUND BRASS CAP
 NW CORNER
 SECTION 17
 T 28 N - R 8 W

FOUND BRASS CAP
 WEST 1/4 CORNER
 SECTION 17
 T 28 N - R 8 W

INDEXED _____

486705

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W I T N E S S E T H :

WHEREAS, DECLARANT is the owner of certain parcels of real estate located in the County of Chippewa and in the State of Wisconsin, said parcels being sometimes hereinafter referred to as "K mart Demised Premises" and "Balance of Shopping Center" and more particularly described in Parcel A of Exhibit "A" and Parcel B of Exhibit "A" respectively, attached hereto; the K MART DEMISED PREMISES and BALANCE OF SHOPPING CENTER are sometimes collectively hereinafter referred to as "SHOPPING CENTER."

WHEREAS, DECLARANT intends to improve said SHOPPING CENTER with retail stores and/or other buildings and site improvements in conformance to the Exhibit "B" attached hereto and DECLARANT desires for the benefit of said SHOPPING CENTER to provide, create, reserve and grant certain mutual, non-exclusive easement rights for access, ingress, egress, in, on, over, under and through said property, to provide, create, reserve and grant certain mutual non-exclusive rights to use the parking areas of the SHOPPING CENTER and to provide for the common mutual use, maintenance and repair of certain common facilities on and about said property.

NOW, THEREFORE, in consideration of the foregoing, DECLARANT, for itself, its successors and assigns, does hereby declare as follows:

1.(a) Declarant hereby grants to each and every person, partnership, corporation or other entity now or hereinafter owning or having any interest in all or any portion of the K MART DEMISED PREMISES and the BALANCE OF SHOPPING CENTER, a mutual reciprocal and non-exclusive easement, license, right and privilege, for the installation, maintenance, and connection to all underground utilities including all utility lines, wires, pipes, conduits, sewer and drainage lines, and the rights and privileges of passage and use both pedestrian and vehicular including but not limited to, the parking of vehicles, and for ingress and egress to and from the roadways adjoining the SHOPPING CENTER, in, to, upon, through and over the Common Areas from time-to-time located on the SHOPPING CENTER. Common Areas shall include, but not be limited to the parking areas, service drives, driveways, entrances and exits, pedestrians walks and all other areas within the SHOPPING CENTER intended to be used in common as shown on the plot plan which is Exhibit "B" attached hereto. DECLARANT agrees that any future connections to the existing "underground utility lines", the term "underground utility lines" as used herein shall include by way of reference but not limitation, all wires, pipes, conduits, sewer lines, etc., and located on the K MART DEMISED PREMISES shall be subject to the advanced written approval of the Construction Department of K mart Corporation while K mart Corporation is the Tenant thereof, said consent not to be unreasonably withheld. If any future connections are located on the BALANCE OF SHOPPING CENTER, they shall be subject to the prior written approval of the owner thereof, said consent not to be unreasonably withheld.

Notwithstanding any of the foregoing, however, it is specifically understood and agreed that the easement referred to herein shall not affect nor shall it be over, through or under any building or structure located on any Site. No building may be affected, damaged or destroyed in connection with work on utility easements.

(b) DECLARANT agrees that any costs or expenses incurred by the owner or Tenant of the K MART DEMISED PREMISES or the BALANCE OF SHOPPING CENTER in repairing or maintaining the underground sanitary sewer line (or other underground Lines) shall be paid by the owner or Tenant (if obligated pursuant to a valid existing lease).

(c) The easements, rights, and privileges granted hereby shall be for the benefit of and be restricted solely to the owner or owners and/or Tenants from time-to-time of all or any portion of the property described in Parcel A of Exhibit "A" and Parcel B of Exhibit "A" and such owner or owners shall grant the benefit of such easement, rights, privileges to its tenants now or hereafter occupying a building or portions thereof on the SHOPPING CENTER for the period of such tenancy, and to the customers, employees, and business invitees of said tenants, but the same is not intended and shall not be constructed as creating any rights in and for the benefit of the general public.

(d) The easements, rights, and privileges hereinbefore granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the business at any time existing on the SHOPPING CENTER.

2. The owner or owners and/or tenants (if obligated to do so pursuant to any lease) of the respective parcels of property comprising the SHOPPING CENTER shall be responsible at their own expense for all costs and expenses of the maintenance of the Common Area located on their respective parcels which shall include but not be limited to all utilities, cleaning, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards, landscaping, and all other functions necessary for the property maintenance, upkeep and operation of such Common Areas.

3. DECLARANT hereby agrees that the Shopping Center will not be used for a purpose other than primarily for retail sales and services, and further, will not be used for skating rinks, bowling alleys, health clubs, movie theatres, theatres, dancing ballrooms or establishments, night clubs, entertainment facilities, family centers (such as, without limitation, video arcades or game centers and pool rooms).

4. The terms, covenants and agreements contained herein shall be binding upon and inure to the benefit of DECLARANT, its successors, assigns, and mortgagees and the owners from time-to-time of the SHOPPING CENTER and shall run with and against the SHOPPING CENTER. Anything to the contrary notwithstanding, DECLARANT, its successors, assigns and mortgagees shall not be personally liable for the performance of the covenants contained in this Agreement, but instead said covenants are made solely for the purpose of binding the fee or leasehold interest owned by DECLARANT in said property.

5. Notwithstanding anything to the contrary herein, this Declaration shall in no way limit K mart Corporation's rights under Article 16, "Alterations and Additional Construction", of the lease between K mart Corporation, as Tenant, and Chippewa Commons, as Landlord, covering Parcel A of Exhibit "A", the K mart Demised Premises.

IN WITNESS WHEREOF, DECLARANT has hereunto set its hand the day and year first above written.

WITNESSES:
Clayton Hayes
Glady's P. Costa
CLAYTON HAYES
GLADYS P. COSTA

CHIPPEWA COMMONS
BY: *[Signature]*
Richard Agree

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me, a Notary Public,
on this 16 day of AUGUST, 1989, by RICHARD AGREE
My commission expires:

Claudia Jane Kayfes
CLAUDIA JANE KAYFES
Notary Public, Oakland County, Michigan
My Commission Expires May 8, 1990

CONSENT OF LESSEE

The undersigned Lessee hereby acknowledges the terms, covenants and
conditions contained in the foregoing Declaration of Easement and agrees to be
bound thereby.

K MART CORPORATION
a Michigan Corporation

WITNESSES:

C. S. [Signature]
C. S. [Signature]
Marilyn Thomas
MARILYN THOMAS

By: M. L. Skiles
M. L. SKILES

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before my this 23rd day
of August, 1989, by M. L. SKILES of K MART CORPORATION, a
Michigan Corporation on behalf of the said Corporation.

My commission expires:

Patricia A. Hewelt
PATRICIA A. HEWELT
Notary Public, Macomb County, Mich.
My Commission Expires July, 26 1992
Acting in Oakland County

Register's Office }
Chippewa County, WI }
Received for Record
the 16 day of Feb
A.D. 1990 at 9:30 o'clock A.m.
and recorded in vol. 668
of Records Page 265-271
Patricia M. Kopsch
Register

0777q

Loken Abstract & Title Co
106 W. Grand Ave
Eau Claire, WI 54601
16.00 pd.

Legal Description
(Property retained by WRPI)

A parcel of land being part of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 17, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

Commencing at the Northwest corner of said Section 17; thence N 89°42'55" E. along the North line of the NW $\frac{1}{4}$ - NW $\frac{1}{4}$ of said Section 17 a distance of 1188.00 feet; thence S 00°00'00" W. 37.50 feet to the point of beginning; continuing thence S 00°00'00" W 622.50 feet; thence S 89°42'55" W. 170.00 feet; thence N 0°00'00" W. 115.00 feet; thence S 89°42'55" W. 129.40 feet; thence N 45°00'00" W 21.21 feet; thence S 89°42'55" W. 385.00 feet; thence N 0°00'00" E. approximately 213.37 feet to the Southeast corner of Lot 1 of Chippewa County Certified Survey Map No. 896, thence N 0°00'00" E. 130 feet, thence N 90°00'00" W. 8 feet, thence N 0°00'00" E. 38.98 feet, thence N 69°30'45" E. 320.38 feet; thence N 89°48'00" E. 406.60 feet to the point of beginning.

Parcel Identification Number: 22808-1722-70801001A
409 East Prairie View Road, Chippewa Falls, Wisconsin

Legal Description
(Property being sold by WRPI)

Outlot 1 and Lot 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,

EXCEPT:

Lot 1 of Certified Survey Map #896 as recorded in Volume 3 of Certified Survey Maps on Page 154 as Document No. 493371, and

EXCEPT:

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.

Commencing at the Northwest corner of said Section 17; thence N 89°42'55" E. along the North line of the NW ¼ - NW ¼ of said Section 17 a distance of 1188.00 feet; thence S 00°00'00" W. 37.50 feet to the point of beginning; continuing thence S 00°00'00" W 622.50 feet; thence S 89°42'55" W. 170.00 feet; thence N 0°00'00" W. 115.00 feet; thence S 89°42'55" W. 129.40 feet; thence N 45°00'00" W 21.21 feet; thence S 89°42'55" W. 385.00 feet; thence N 0°00'00" E. approximately 213.37 feet to the Southeast corner of Lot 1 of Chippewa County Certified Survey Map No. 896, thence N 0°00'00" E. 130 feet, thence N 90°00'00" W. 8 feet, thence N 0°00'00" E. 38.98 feet, thence N 69°30'45" E. 320.38 feet; thence N 89°48'00" E. 406.60 feet to the point of beginning, and

EXCEPT:

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.

Parcel Identification Number: 22808-1722-70801001B
303 East Prairie View Road, Chippewa Falls, Wisconsin

ATTACHMENT B.

STREET DEDICATION

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.

EXHIBIT A

Plat Review Comments

Department of Administration

Plat Review – DOA

Shipping Address: 101 E Wilson St FL 9, Madison WI 53703

Mailing Address: PO Box 1645, Madison WI 53701

Phone: 608-266-3200 Fax: 608-264-6104

Email: plat.review@wi.gov

Web: <http://doa.wi.gov/platreview>

DATE: October 11, 2016

FROM: Don Sime

TO: Peter Gartmann, REAL LAND SURVEYING, LLC,
Phone: 715/514-4116, Fax: 715/552-0330, pgartmann@rls-aec.com

SUBJECT: THREE BY THREE TOWNHOMES, File No 27559-0113

We have reviewed your plat and the changes listed below must be made. If you have questions please contact us at the number listed above. Please refer to file number 27559. Thank you!

Please confirm that you have received our review comments and let us know how you'd like to proceed:

I will submit a revised drawing, and request a review time extension of days upon receipt by DOA.

I am withdrawing the plat from the review process and may resubmit the plat after state and local review comments are resolved. (*When resubmitting plat include review form, \$120 review fee and \$40/sheet for postage & reprographics plus \$30 for each parcel you reconfigure.*)

Form: http://doa.wi.gov/Documents/DIR/Plat_Review/WI_Plat_Review_Form.doc

COMMENTS:

- s. 236.20 (2) (c) The easement created with Lot 10 of Wissota Woods East Lake Addition must be shown on this plat or released in writing per s. 236.293 prior to recording this plat.
- The 326.72' block length from the NE corner of Lot 8 to the SE corner of Lot 10 must be shown along the east subdivision boundary.
- s. 236.20 (2) (i) The bearing reference notation is incomplete; please revise as needed.
- s. 236.21 (2) (a) This subdivision is located within the extraterritorial plat approval jurisdiction of the City of Chippewa falls. If the City has adopted a subdivision control ordinance or an official map, it is an approving authority for this plat unless the City waives this right by a resolution of the governing body filed with the register of deeds.
- If the City exercises its authority with this plat, then the City must be included in the list of review authorities in the Owner's certificate, and a City approval certificate must be included on the plat.
- If the City waives its authority for this plat, then a note to that effect should be included on the plat.



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
November 8, 2016

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, November 8, 2016 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, Brent Ford, Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer; Police Chief Matt Kelm; Public Utility Officer Manager/IT Coordinator Connie Freagon; Library Director Joe Niese; Fire Chief Mike Hepfler; Parks & Recreation Director Dick Hebert; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; Street and Utility Maintenance Manager Rick Ruf; and Assistant City Engineer Rob Krejci.

Call to Order: 9:00 AM

- 1. Review preliminary 2017 Budget data including department budgets, utility budgets and omitted budget requests. Also update on 2017 Budget process and timeline. Possible recommendations to the Council.**

The Committee discussed department personnel and omitted budget requests. Finance Manager/Treasurer Lynne Bauer provided an update on the budget process.

No action taken.

- 2. Adjournment.**

Motion by Ford/Nadreau to adjourn at 11:10 AM. All present voted aye. Motion carried.

**Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer**

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, November 8, 2016

1. Call to order by Dale Berg at 6:00 p.m.
Roll Call: Members Present: Audrey Stowell, Rob Kiefer, Carmen Muenich, Dale Berg and Heidi Hoekstra. Absent: Beth Arneberg.
Staff present: Dick Hebert.
2. Approval of October 11, 2016, Minutes: **Motion by Hoekstra/Berg to approve October 11, 2016, minutes. Motion carried.**
3. Personal Appearances By Citizens. None.
4. Discuss / Consider Special Event Applications: March for Babies
 - a. March for Babies. Application presented for a special event on May 6, 2017, to raise funds and awareness for March of Dimes. In order to be consistent with similar events, Dick Hebert recommended approval with payment of rental and application fees as well as insurance policy. **Motion by Muenich/Hoekstra to approve the special event application as recommended. Motion carried.**
5. Discuss/Consider:
 - a. Discuss 2017 Music in Irvine Park Program. Attendance in 2016 has increased over past years. **Motion by Berg/Hoekstra to contribute \$250.00 to Music in Irvine Park for 2017. Motion carried.**
 - b. Discuss Irvine Park Wayfinding Study. Phil Johnson of Ayres Associates discusses the goal of providing signs that are consistent within each park and within the park system. System sign design suggestions were presented. Johnson indicates that elements currently present in the park as well as parts of the department logo have been used in the sign designs. Johnson discussed and presented options for entrance signs, facility signs, vehicle directional, trail directional, and map signs. Johnson also discussed using a kiosk to present information electronically. Seckora suggested Johnson use the feedback on the concepts from this meeting to put together a proposal for Board approval. Discussed that the system sign designs will be used in all City parks, but that each park would probably have its own entrance sign to match its elements. Johnson indicates he will now place the signs on an overall map, provide a summary report (which will be finalized after feedback from the next meeting), and develop an opinion of probable cost.
 - c. Discuss Marshall Park Master Plan. Dick Hebert distributed a draft of the proposed skateboard park. The fundraising goal is \$125,000.00. Hebert suggests the Board take time to decide on a location for the skateboard park & potentially contact SEH and revisit the Marshall Park Master Plan.

Audrey Stowell leaves at this time. Heidi Hoekstra will take over minutes.

- d. Director's Report. Dick Hebert distributed a draft of the Agreement between the City of Chippewa Falls, Inc. pertaining to the Erickson Park Project on Glen Loch. Hebert reports that the Christmas Village is on schedule and many community individuals have stepped forward to volunteer. The Park Board will need to create the rules for the Chippewa Riverfront at a future Park Board Meeting.
6. Approve Claims. Claims reviewed. **Motion by Muenich/Kiefer to approve claims of \$61,851.87. Motion carried.**
7. Park Board Members' Concerns or Comments. Hoeskstra commented on the need for an AED in the new Welcome Center in Irvine Park. Hebert will approach businesses for possible funding of a new AED. Muenich commented on the idea of limiting large groups in Irvine Park. Board briefly discussed the idea of creating a maximum capacity for special events. Board will discuss this item at future meetings.
8. Adjournment. **Motion by Muenich/Hoekstra to adjourn at 7:39pm. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
October 12, 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, Hull, Jones, King, Newton, Rasmus.

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

3. Approval of Agenda

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

4. Disposition of the minutes of the regular meeting of September 14, 2016.

Motion made by Hoekstra seconded by King to approve the minutes of the regular meeting of September 14, 2016. All present Voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2016 budget after October 18, 2016.

Motion made by Hull seconded by Rasmus to approve payment of the vouchers to be paid from the 2016 budget after October 18, 2016. Roll Call Vote taken. Aye – Ambelang, Hoekstra, Hull, Jones, King, Newton, Rasmus. All present Voting Aye. Motion carried.

6. Public appearances by citizens.

None

7. Correspondence

A Thank You from the United Way for participating in the Community Block Party.

8. Management report

Director Niese presented the Management Report. He talked about highlights from the report. He talked The Foods for Fines in September with 132 patrons participating. The Fall Author Series is continuing with Author John Hildebrand having the highest attendance so far with 32 attendees. The City has requested Capital Expenditures for 2017 budget be submitted. We are including the elevator, fixing the facing on the roof and replacing the Library entrance doors since they are not functioning correctly and are the original doors.

9. Committee reports

a) None

10. Current Business

a) Brick wall proposal

Director Niese has talked to the Building Inspector and the wall can be removed. We just need to contact Roshell Electric about disconnecting the lights behind the wall. The Board of Trustees directed Director Niese to contact the Street Department to see if they could remove the wall and the tree behind the wall. Niese will be contacting an interested group about redefining the area in the spring.

b) Schedule policy meeting on Loitering/Smoking policy

After discussion the Board of Trustees directed Director Niese to contact City Committee #3 about being placed on the agenda to hash out an ordinance about banning all smoking on Library grounds. Determining a definition of what Library grounds entails.

c) Page Wages

Motion made by King, seconded by Hull to increase the starting hourly wage and current pages hourly wage to \$8.00 effective with the next payroll. Voting yes-Ambelang, Hull, Jones, King, Newton, and Rasmus. Voting No – Hoekstra. Motion carried.

11. Announcements

a) None

13. Items for future consideration.

a)

b)

14. Adjournment

Motion made to adjourn by Hoekstra seconded by King. All present Voting Aye. Motion carried. Meeting adjourned at 5:45 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

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

<input checked="" type="checkbox"/> 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: Bridge to Wonderland Parade	Estimated number of persons participating: 5000
---	--

Date and start and end times requested for street use:
Saturday, December 3, 2016

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
N Bridge Street from Elm Street to E Spring Street (including the market lot)

Use, described in detail, for which the street use permit is requested:
Winter parade with floats, walking units, and horse-drawn wagons

City services requested for the event (e.g., Street Department or Police Department staff time)
Barricades - The Street Dept. will be provided with a map. No changes are anticipated from last year.

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.**

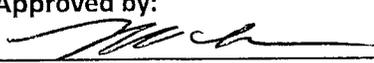
09/01/2016

Signature of Applicant _____ Date _____

OFFICE USE ONLY

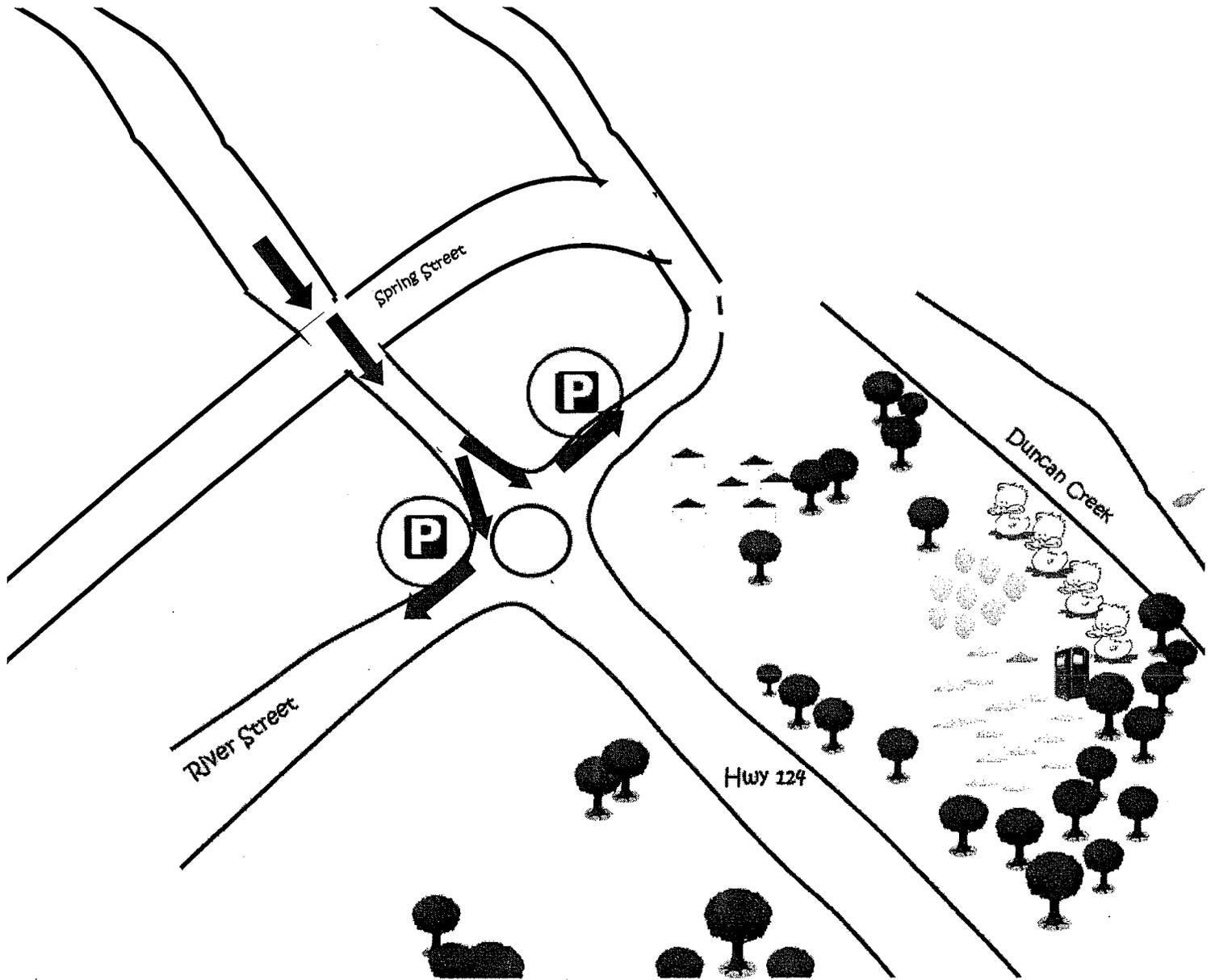
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
4 officers for crowd/intersection control on overtime. [4 officers x 2 hrs x \$45/hr]
Marked Squad to lead the Parade (See ATTACHED MAP) per PD - no charge

Requirements of Applicant: *No map for barricades was attached.*

Approved by:
 11-9-16  11/11/2016
 Signature of Chief of Police Signature of Director of Public Works

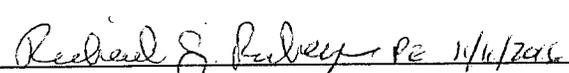
Recommendation of Board of Public Works (if required): Approved Denied

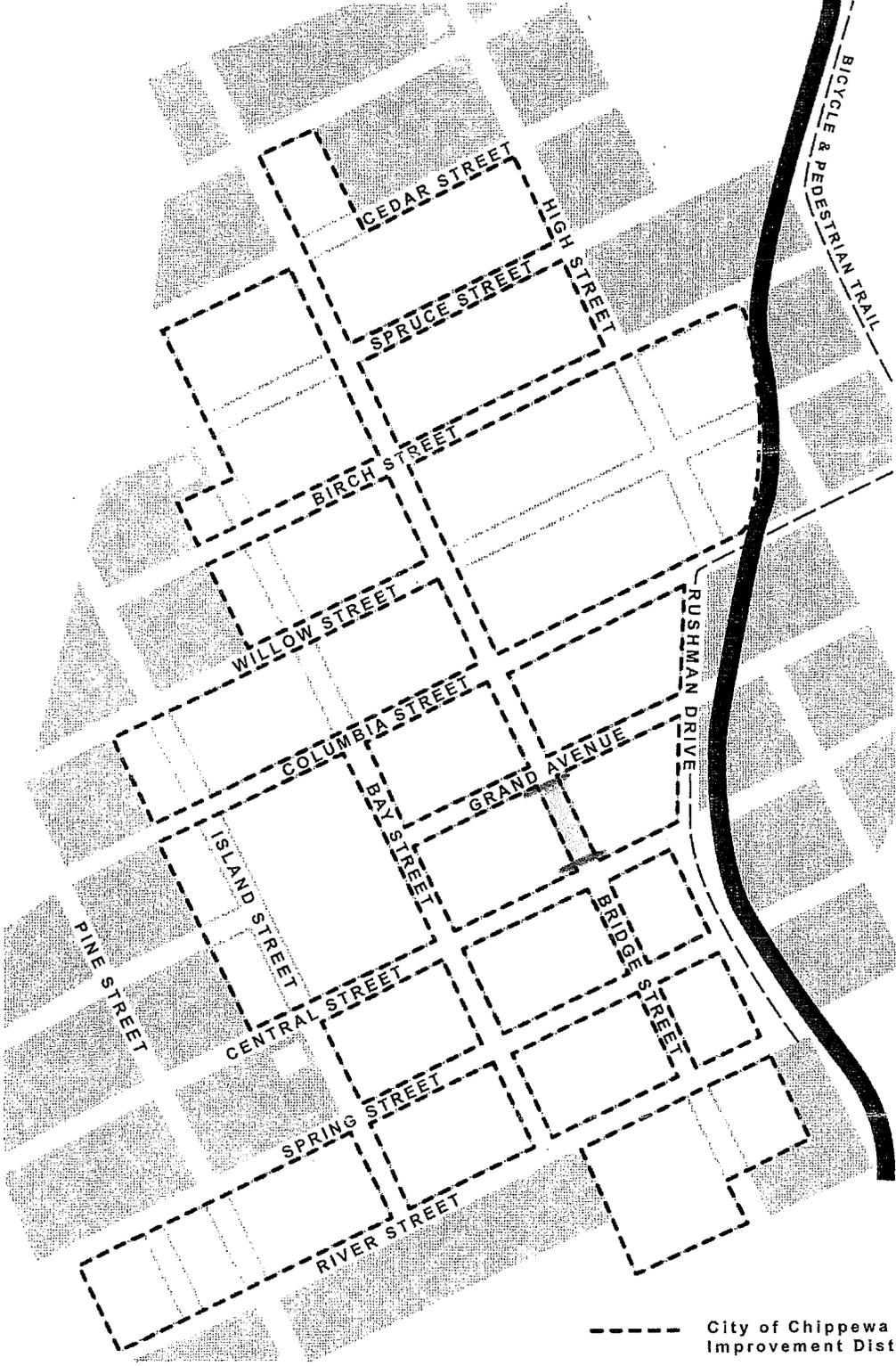
Decision of City Council (required): Approved Denied





CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729		Applicant Phone Number: 715-723-6661
<input checked="" type="checkbox"/> 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. (same info as applicant)	
Name of the event: Paint the Town Christmas	Estimated number of persons participating: 200-400	
Date and start and end times requested for street use: December 15, 2016 4-7 p.m.		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): 200 block of North Bridge Street closed off with cross streets open (see map)		
Use, described in detail, for which the street use permit is requested: Space for fire dancers and a portable skating rink		
City services requested for the event (e.g., Street Department or Police Department staff time) Barricades on the north and south ends of the 200 block of North Bridge Street (see map)		
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		11/2/16 Date
OFFICE USE ONLY		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): No charge.		
Requirements of Applicant: Setup traffic barricades on Bridge St. between Grand Ave. and Central St. RJR 11/11/2016		
 Signature of Chief of Police		 Signature of Director of Public Works
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied



 = barricades
 = permitted off



--- City of Chippewa Falls Business Improvement District Boundary Map



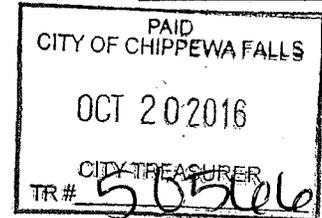
ANNUAL OUTDOOR BEER GARDEN APPLICATION

Renewal

New Applicant

Name of Applicant: Glenloch Saloon LLC DBA - Glenloch Bar & Grill		Address of Applicant: 1300 JEFFERSON AVE. CHIPPEWA FALLS WI. 54729	
Telephone Number (Applicant): WAYNE GARZO DIANE GARZO (702) 525-8080		Trade Name: Glenloch Bar & Grill	Telephone Number (Premises): (715) 760-9025
Address/Description of Premises: LOCAL BAR & RESTAURANT THAT HAS BEEN IN EXISTENCE FOR OVER 90 YEARS. SERVES BEER & LIQUOR, FOOD, PIZZA'S ETC.			
Owner of Premises: (If applicant does not own premises, require proof of knowledge/approval of owner) WAYNE & DIANE GARZO / SOLE MEMBERS OF GLENLOCH SALOON LLC			

REQUIRED INFORMATION: A scaled plan indicating property boundaries, buildings, driveways, parking spaces and beer garden area must be submitted for review. Please include other pertinent information such as fencing type and height, gates, illumination, etc. Plan not required for renewals that do not involve changes.



Inspection and Approval:

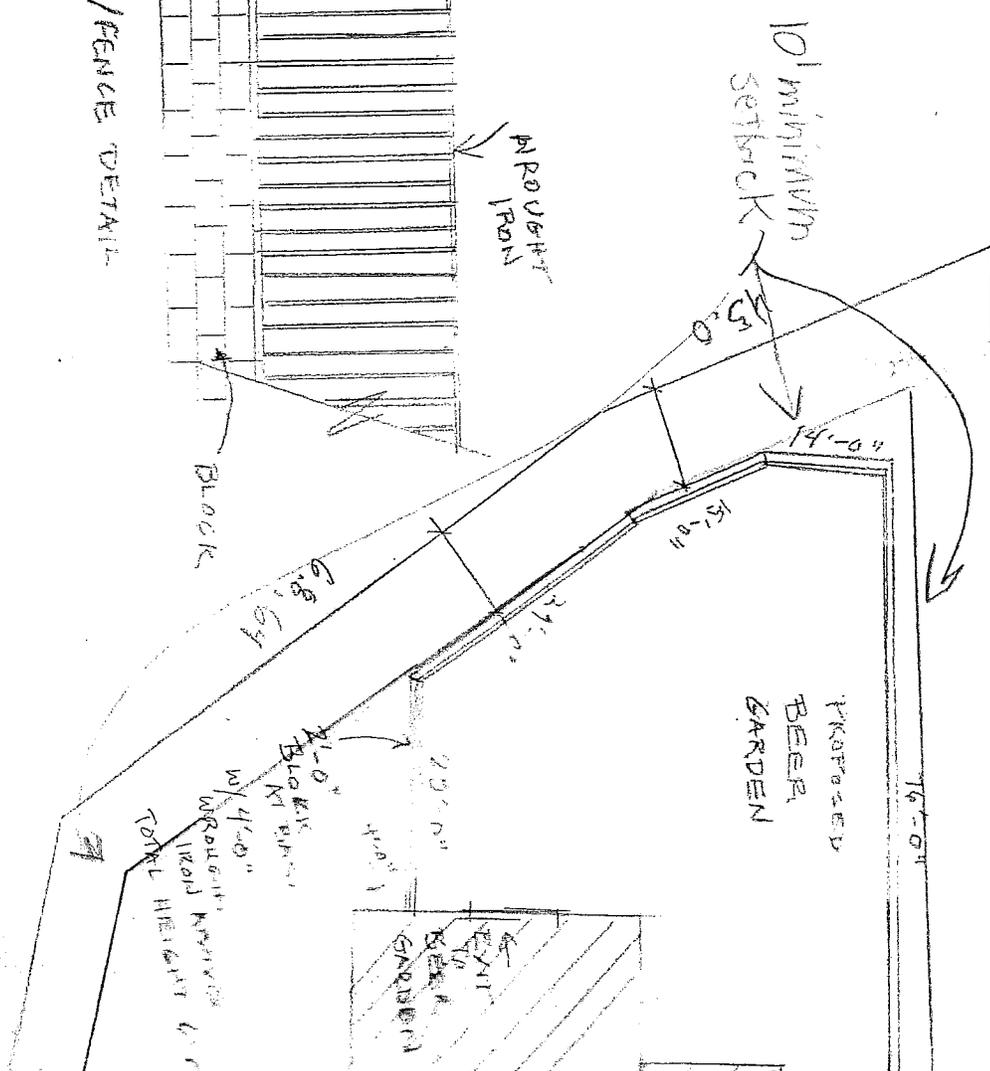
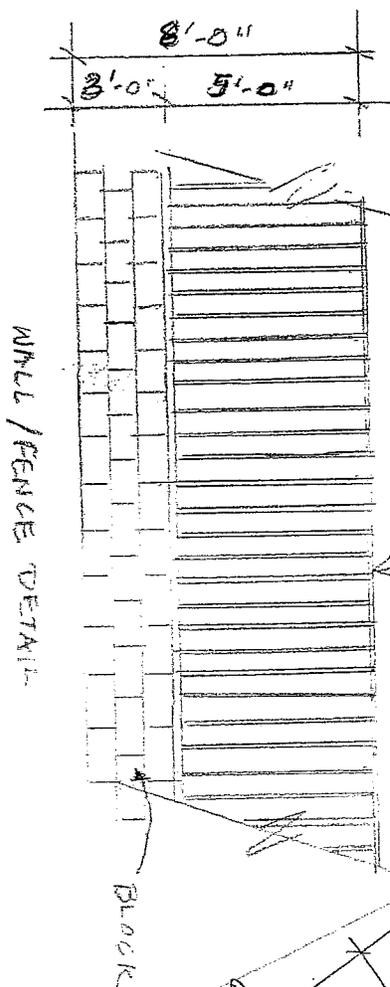
Police Department Ma J Approved Denied

Inspection Department Paul J Approved Denied

Fire Department * GA Approved Denied

Date of Council Approval _____ Approved Denied

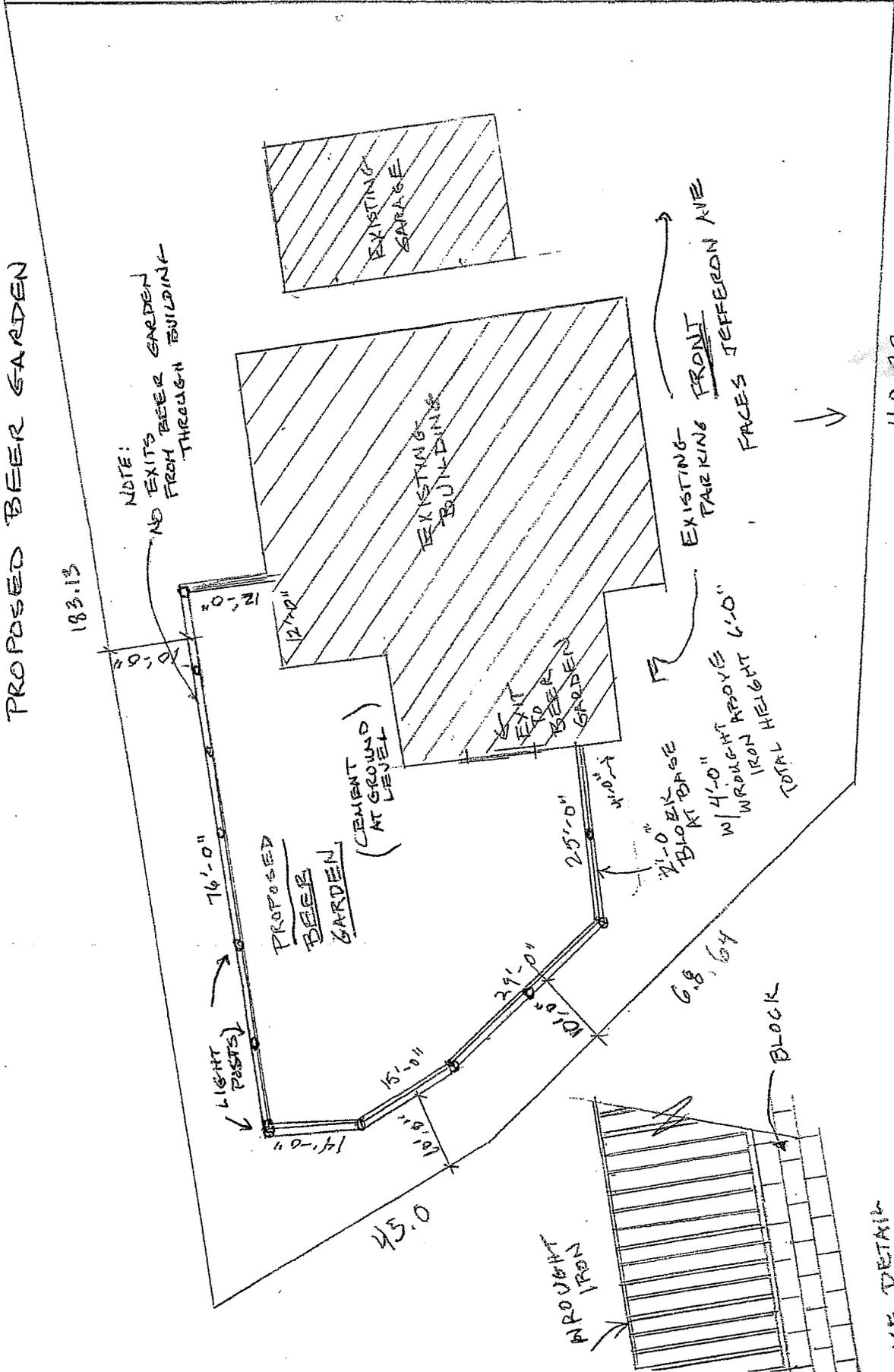
* Conditioned upon inclusion of emergency exit with proper hardware out of beer garden.





EXAMPLE
OF WROUGHT
IRON TO BE
USED ABOVE
BLOCK WALL
BASE

GLENLOCH SALOON
 1300 JEFFERSON AVE.
 CHIPPEWA FALLS
 PROPOSED BEER GARDEN



NOTE:
 NO EXITS FROM BEER GARDEN THROUGH BUILDING

12.2.02

ENCE DETAIL

Map

Printed 05/20/2016

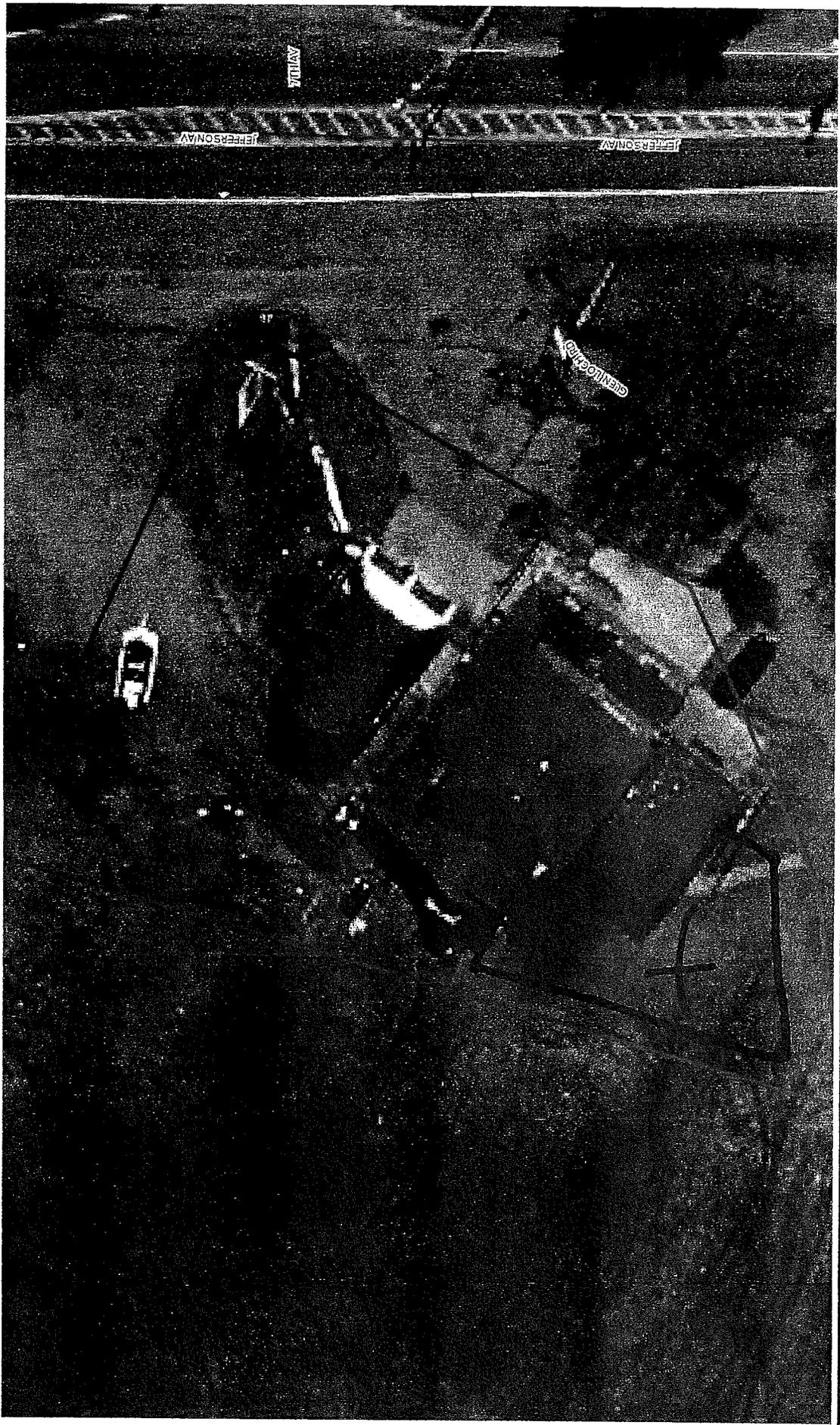
Scale = 1:29'



CHIPPewa COUNTY
WI, USA



WISCONSIN



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

**OUTDOOR BEER GARDEN APPLICATION COMPLIANCE WALK THROUGH
GLENLOCH BAR AND GRILL
1300 JEFFERSON AVE. CHIPPEWA FALLS**

On 11/4/16, I, Lt. Brian Micolichек working for the Chippewa Falls Police Department met with Kelli Brooks at the Glenloch Bar and Grill. Brooks is currently acting as the bar manager for Wayne and Diane Gazzo who are the proprietors.

Brooks showed me the area off the southwest portion of the building that they are planning to build large patio to act as their beer garden. I went over the portions of the ordinance that pertain compliance for law enforcement.

Brooks advised me that a camera system would be installed. She also advised me that they will be utilizing a block wall base and wrought iron fencing to deter the passing of alcohol through the fence.

I did not see any areas of concern at this time.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "B. Micolichек", written in a cursive style.

Lt. Brian Micolichек

RESOLUTION
RIGHT-OF-WAY PLAT FOR HIGH STREET/RUSHMAN DRIVE/STH #124,
FROM BRIDGE STREET TO ELM STREET

RESOLVED, that the Right-of-Way Plat for High St./Rushman Dr./STH #124 from Bridge Street to Elm Street, also referenced as Wisconsin Department of Transportation R/W Project Number 8610-01-25 in the City of Chippewa Falls, Wisconsin, is hereby approved by the City of Chippewa Falls Plan Commission and the City of Chippewa Falls Common Council.

Dated this 15th day of November, 2016

ADOPTED: _____

Council President

APPROVED: _____

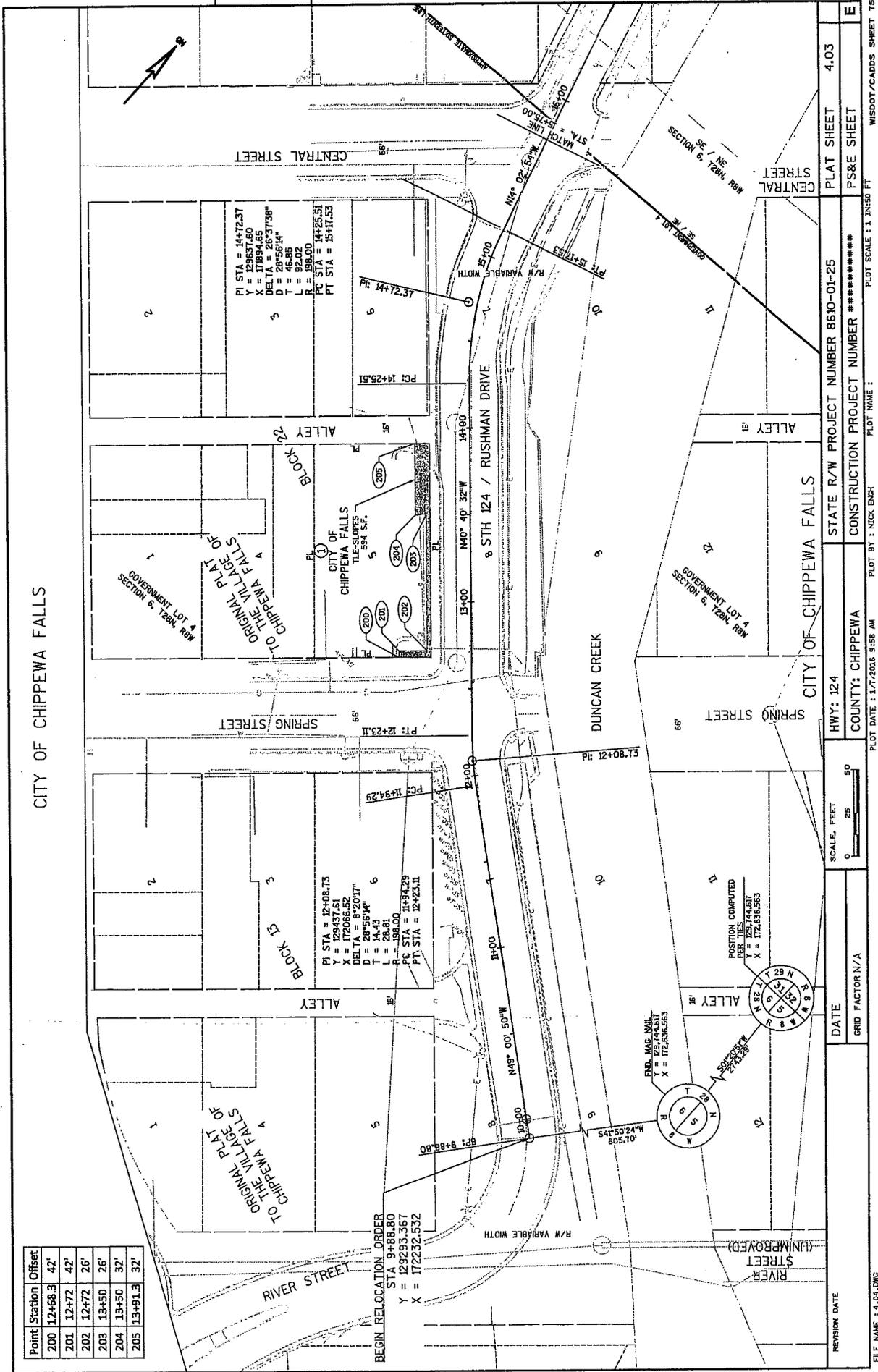
Mayor

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

Point	Station	Offset
200	12+68.3	42'
201	12+72	42'
202	12+72	26'
203	13+50	26'
204	13+50	32'
205	13+91.3	32'



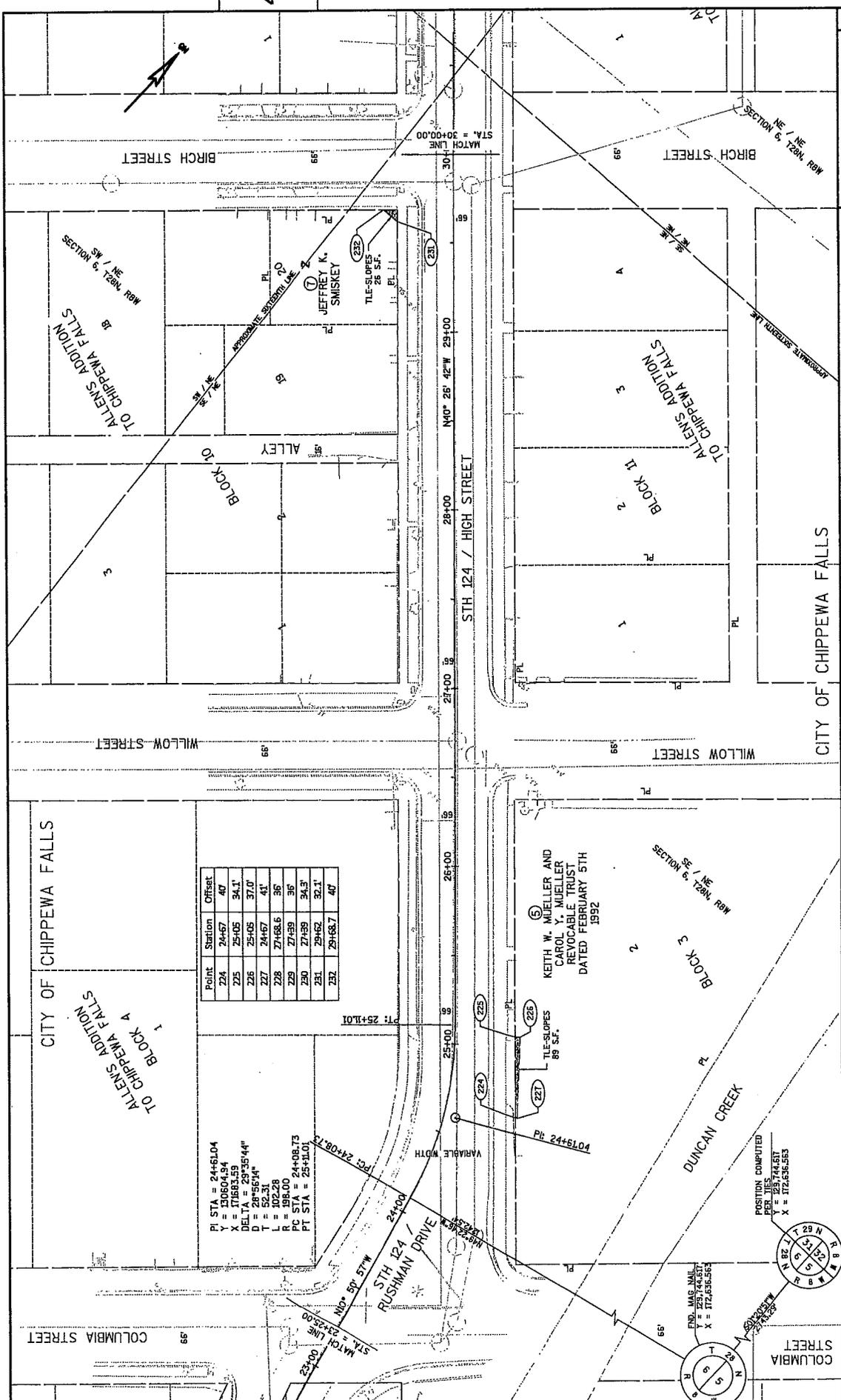
BEGIN RELOCATION ORDER
 STA 9+88.80
 Y = 129295.367
 X = 172232.532

PI STA = 14+72.37
 Y = 129637.60
 X = 170994.65
 DELTA = 28°37'38"
 D = 28°58'14"
 T = 46.85
 R = 393.00
 PC STA = 14+25.51
 PT STA = 14+72.37

PI STA = 12+08.73
 Y = 129437.61
 X = 172065.52
 DELTA = 87°20'17"
 D = 14.43
 L = 198.00
 PC STA = 11+94.29
 PT STA = 12+23.11

POSITION COMPUTED
 PER LINES
 Y = 172343.63
 X = 172345.53

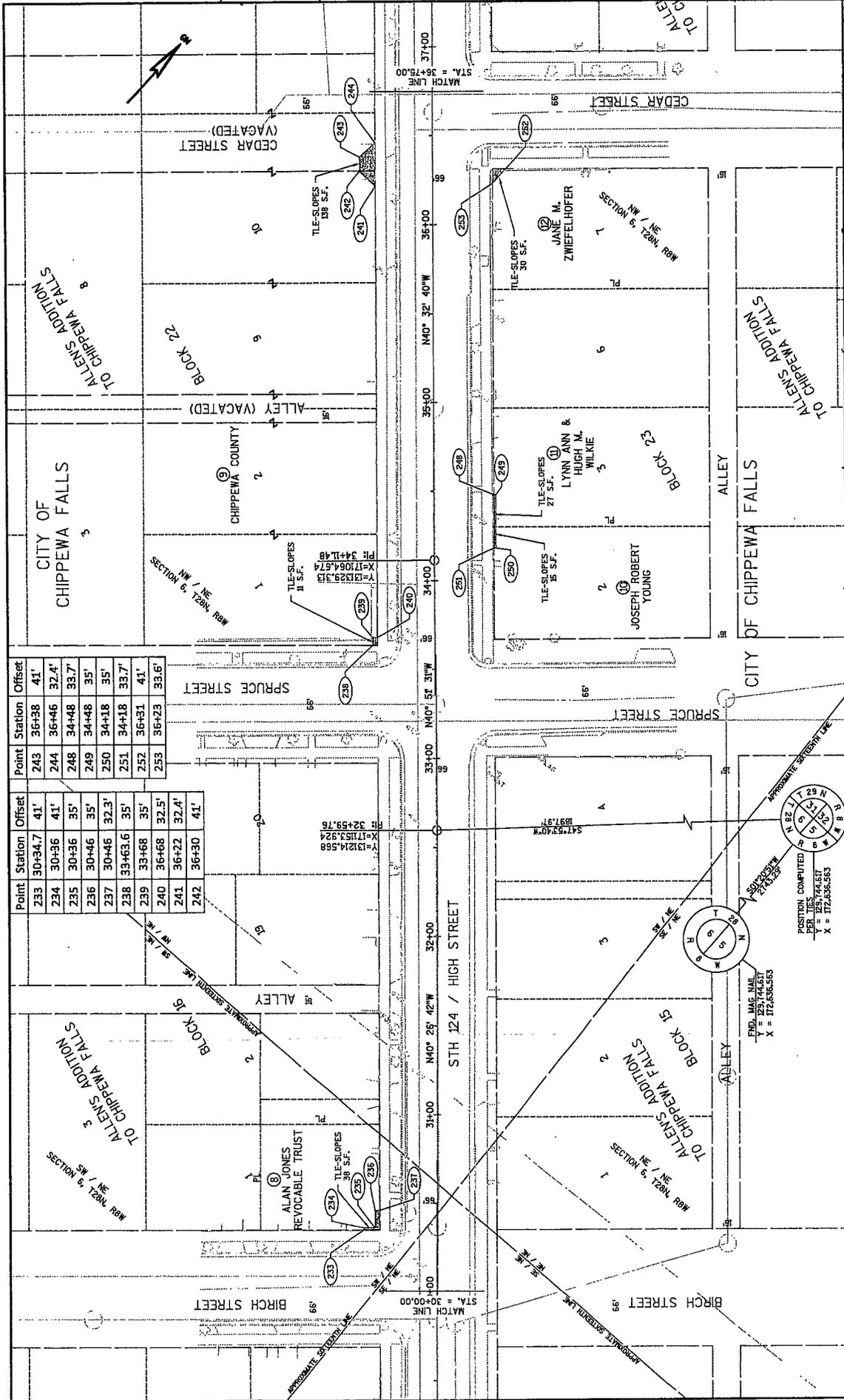
REVISION DATE	DATE	GRID FACTOR N/A	SCALE, FEET 0 25 50	HWY: 124	CITY OF CHIPPEWA FALLS	STATE R/W PROJECT NUMBER 8610-01-25	PLAT SHEET 4.03
				COUNTY: CHIPPEWA	CONSTRUCTION PROJECT NUMBER *****	PS&E SHEET	E



Point	Station	Offset
224	24+67	40'
225	25+05	34.1'
226	25+05	37.0'
227	24+67	41'
228	27+68.6	36'
229	27+59	36'
230	27+59	34.3'
231	29+62	32.1'
232	29+68.7	40'

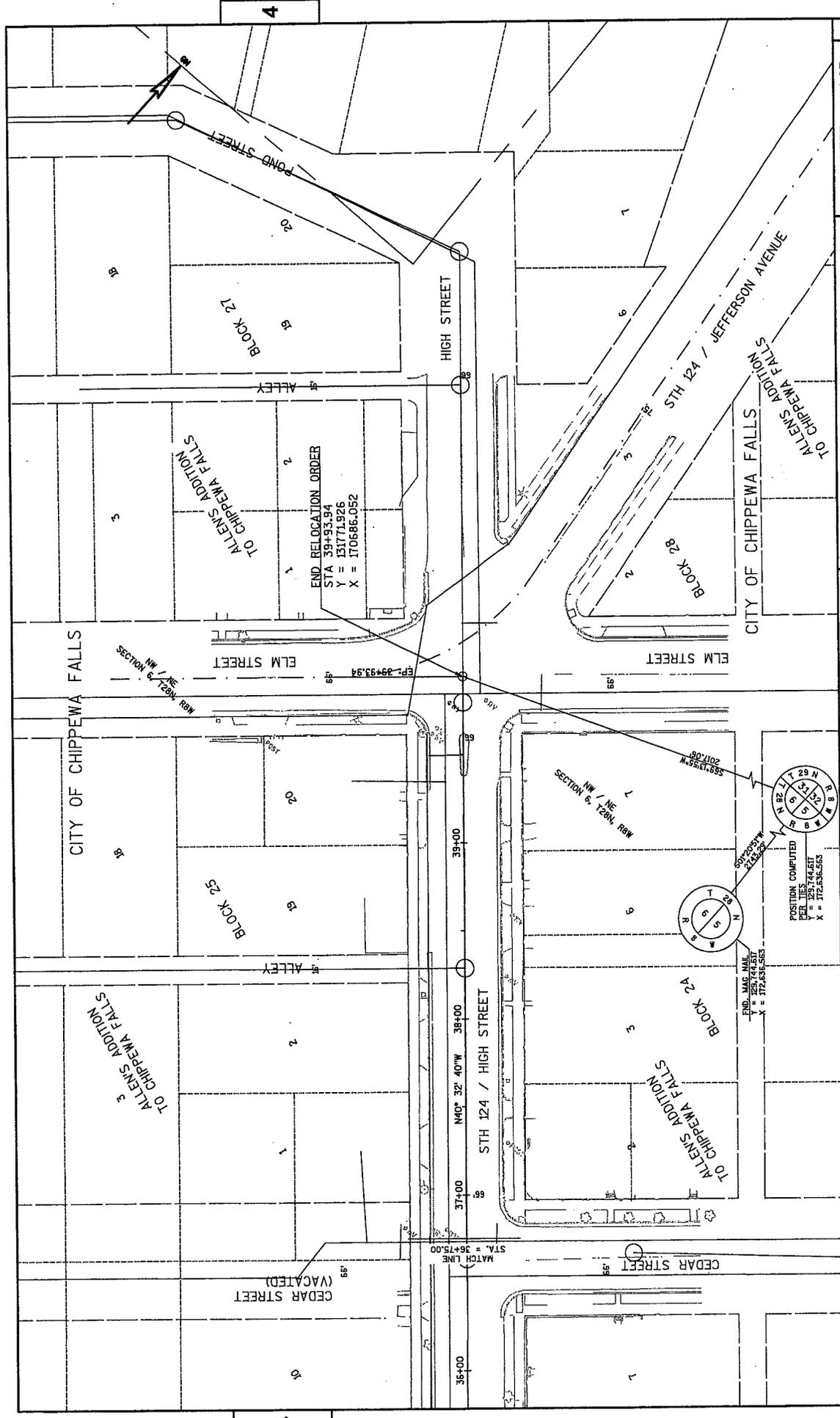
REVISION DATE
 DATE
 GRID FACTOR N/A
 SCALE, FEET
 0 25 50
 HWY: 124
 COUNTY: CHIPPEWA
 CONSTRUCTION PROJECT NUMBER *****
 STATE R/W PROJECT NUMBER 8610-01-25
 PLAT SHEET 4.05
 PS&E SHEET E

PLOT BY : NICK BNSH
 PLOT DATE : 1.17.2015 9:58 AM
 PLOT NAME :
 FILE NAME : 4.05.DWG
 LAYOUT NAME : 4.05 - 4.05
 WISDOT/CADD'S SHEET 76



Point	Station	Offset	Point	Station	Offset
233	30+34.7	41'	243	36+38	41'
234	30+36	41'	244	36+46	32.4'
235	30+36	35'	248	34+48	33.7'
236	30+46	35'	249	34+48	35'
237	30+46	32.3'	250	34+18	35'
238	33+63.6	35'	251	34+18	33.7'
239	33+68	35'	252	36+31	41'
240	36+68	32.5'	253	36+23	33.6'
241	36+22	32.4'			
242	36+30	41'			

REVISION DATE: _____
 DATE: _____
 GRID FACTOR N/A
 HWY: 124
 COUNTY: CHIPPEWA
 STATE R/W PROJECT NUMBER 8610-01-25
 CONSTRUCTION PROJECT NUMBER *****
 PLAT SHEET 4.06
 PS&E SHEET E



REVISION DATE	DATE	GRID FACTOR N/A	SCALE, FEET 0 25 50	HWY: 124	CONSTRUCTION PROJECT NUMBER *****	PLAT SHEET 4.07
				COUNTY: CHIPPEWA	STATE R/W PROJECT NUMBER 8610-01-25	PS&E SHEET E

**RESOLUTION
PLAT OF THREE BY THREE TOWNHOMES**

RESOLVED, that the Plat being all of Lot 10, Wissota Woods East Lake Addition and all of Outlot 1, Certified Survey Map # 4431, located in the NE ¼ of the SE ¼ of Section 1, Township 28 North, Range 8 West in the Town of Lafayette, in the City of Chippewa Falls, Wisconsin, is hereby approved by the City of Chippewa Falls Plan Commission and the City of Chippewa Falls Common Council.

Dated this 15th day of November, 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

**INTERGOVERNMENTAL COOPERATION AGREEMENT
DESIGN/CONSTRUCTION ADMINISTRATIVE SERVICES FOR THE
CHIPPEWA RIVER STATE TRAIL PROJECT**

This agreement entered into by and between the City of Chippewa Falls, hereinafter referred to as "City" and the Village of Lake Hallie, hereinafter referred to as the "Village".

WHEREAS, the City and Village submitted a joint Transportation Alternative Project (TAP) application to the Wisconsin Department of Transportation (WisDOT) on January 29, 2016 for the construction of segments of the Chippewa River State Trail within their jurisdictions; and

WHEREAS, WisDOT selected the Chippewa River State Trail project TAP application sponsored by the City and Village for funding in September 2016; and

WHEREAS, the City and Village recognize that successful delivery of the Chippewa River State Trail project will require close cooperation between the City and Village; and

WHEREAS, the City accepted the responsibility of being the project sponsor for the TAP application; and

WHEREAS, WisDOT awarded the Chippewa River State Trail project based upon the submitted joint application with a total estimated cost of \$634,977.75 for design and construction. Federal/State funding for the Chippewa River State Trail project will be capped at \$507,982; and

WHEREAS, the City and Village passed resolutions of support for the TAP application and committed to funding the local portion of the project within their jurisdiction as defined in City resolution no. 2016-17, and Village resolution no. 2016-03; and

WHEREAS, Wis. Stat. Section 66.0301 permits the City and the Village to enter into an agreement and contract for the joint exercise of any power or duty required or authorized by law.

NOW THEREFORE, in consideration of the mutual provisions of this Agreement and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The City will continue to act as the project sponsor for the Chippewa River State Trail project. In that role as the sponsor the City will coordinate design and construction administration.
2. The Village shall pay the City for the portion of the project within its jurisdiction. This includes all costs including design, construction administration, construction, state review fees, applicable Right of Way acquisitions, and any other costs associated with the section of proposed Chippewa River State Trail within the Village corporate boundaries.
3. The City shall invoice the Village on a monthly basis as costs are incurred. The Village shall be responsible for all costs for design/improvements within the Village's corporate boundary involved in the project until reimbursement from WisDOT occurs. The Village agrees to pay any invoices within 30-days of receipt of the invoice from the City. The City agrees to provide a detailed invoice illustrating incurred costs with each invoice.
4. The Village agrees that design and construction administration of the Chippewa River State trail project will be completed by City Staff. The Village agrees to compensate the City for costs associated with the design and construction administration of the Chippewa River State Trail

within the Village Corporate limits, these costs shall be billed monthly has incurred. Reimbursement (Federal/State) for incurred costs will be distributed within 30-days of receipt by the City and shall be prorated based on the expenses of the Chippewa River State project that were incurred in the respective jurisdictions.

5. The initial term of this Agreement shall be for the length of time necessary to design and construct the Chippewa River State Trail project. The Agreement may be extended or revised in writing, signed by the parties.
6. If either party fails to uphold their portion of the agreement, and the Federal/State TAP reimbursement monies are withheld because of the failure, the party responsible for the failure to complete the project shall compensate the other for incurred costs up to the point of termination of this agreement. Incurred costs can include design costs, construction administration costs, Right of Way acquisition costs, state design review costs, and other applicable project expenditures. The parties will not be responsible for construction costs outside of their respective jurisdictions.
7. The City agrees to update the Village on the design and construction process on a monthly basis. The City will present plans for review within Village jurisdiction at 30% design, 60% and 90%.
8. The City agrees to host a design scoping meeting with the Village to discuss the proposed Chippewa River State Trail project design and identify key design decisions for the Village in an effort to incorporate Village design concerns.
9. The City agrees that during the construction phase of the Chippewa River State trail that construction administration staff will gain approvals from the Village prior to any contract modifications that are required to complete the project. The Village will approve/deny any construction changes that may increase/decrease project costs. Slight variations in unit quantities may be expected during construction.
10. The City agrees to let the project as a local let project. The City agrees to follow all legal and WisDOT requirements in letting the proposed Chippewa River State Trail project. Upon opening of the bids, both the City and Village will take official action, once WisDOT has granted approval, to award the bid to the lowest responsible bidder.
11. The City and Village will each be individually responsible for all Right of Way acquisition costs that are necessary as part of Chippewa River State Trail. All R/W acquisition costs will be locally funded with no Federal/State funding. All Right of Way acquisition that is required as part of Chippewa River State Trail shall be completed following provisions of the Uniform Act and any applicable State and Federal law.

CITY

VILLAGE

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

VIA E-MAIL ONLY

October 31, 2016

City of Chippewa Falls
Attn: Ms. Lynne Bauer, Administrator
30 W, Central St.
Chippewa Falls, WI 54719

RE: Our Claim #: WM000092110188
Date of Loss: 09/21/2016
Claimant: Mr. Jeff Pederson
7704 141 St.
Chippewa Falls, WI 54729

Loss location: Grand Avenue near intersection of Beaver—near Senior Center
Chippewa Falls, WI 54729

Dear Ms. Bauer:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Chippewa Falls. We are in receipt of the above-captioned claim involving damage to the claimant vehicle which occurred when he came into contact with standing rain water on a City street.

Our investigation has revealed that the City was not negligent for this incident. Therefore, we recommend that the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

The claimant states that his vehicle was damaged when he encountered “standing water” on Grand Avenue near the intersection with Beaver and/or near the Senior Service Center. I spoke with City Assistant Engineer, Rob Krejci, to learn that the City drainage system simply became overwhelmed by an onslaught of rain—an “act of God” event which the City is not liable. If it is argued that City drainage system was inadequate, the City has specific immunity against sewer flooding and backups as “...the acts of designing, planning and implementing a sewer system are discretionary acts protected”. Furthermore, if it were argued that the grading in the area allowed for the water to pool, the City has discretionary immunity for such decisions, too.

Finally, Mr. Pederson suggested that the City had prior notice that a heavy rain can lead to standing water in the area, thus suggesting the City is liable for not having taken a corrective action prior to his loss. Please know that WI Statute 893.80 provides the City discretionary immunity for their decisions about how to best allocate limited funds for “governmental” actions.

Given the City is not liable for this loss and/or given the immunity in place for the City, we recommend that the claim be disallowed.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. These should be sent certified or registered (restricted) mail, and must be received by the claimant within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you for your attention to the above, Lynne, and please do not hesitate to contact me with any questions.

Best regards,

Doug Detlie

Douglas A. Detlie
Casualty Claims Specialist
Statewide Services, Inc.
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512
E-mail: ddetlie@statewidesvcs.com

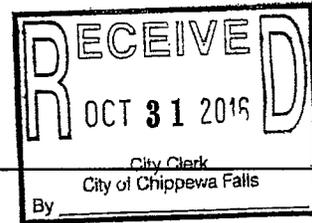
Cc: Darrel Zaleski, Agent



CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM

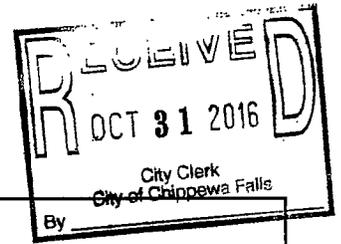


Name of Claimant: <i>Jeremy B Gjelhaug</i>	Claimant Address: <i>104 Duncan Street Chippewa Falls WI 54729</i>
Claimant Phone Number: <i>715-450-5832</i>	Date of Incident: <i>21 Sep 2016</i>
Time of Incident:	Location of Incident: <i>Home of Residence</i>
Damages Claimed (attach any relevant receipts and supporting documentation): <i>Furnace destroyed and duct work mud and water in Hot water heater destroyed Mold</i>	
Description of Incident: <p style="margin-top: 10px;"><i>on 21 Sep 2016 we recieved heavy rains, the drains on the street in front of my house sit at below grade of street and slope of Roads. With that they plugged up with debris causing the drains to back up into my yard all the way next to my house saturating the ground under standing water which then caused the ground next to my basement to sink into my basement causing 5 ft of water to flood my basement submerging my furnace, hot water heater and several inches into my electric box. I had to call 911 and get the fire department to show up and open the drains allowing the water to stay away from my house.</i></p>	
Signature of Claimant: <i>Jeremy B Gjelhaug</i>	Date:





CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM



Name of Claimant:	Claimant Address:
Claimant Phone Number:	Date of Incident:
Time of Incident:	Location of Incident:
Damages Claimed (attach any relevant receipts and supporting documentation):	
Description of Incident: <p>I have taken photos, and have estimates on what it will cost to replace the furnace and clean up of the mold, and hot water heater,</p> <p>Hot water heater same kind to replace from Menards is \$408</p>	
Signature of Claimant:	Date:



Heating, Air Conditioning & Electrical Contractor

Bryant Legacy Line Gas Furnace

CUSTOMER: Jeremy Gjelhaug DATE: 9/30/16.

JOB ADDRESS: 104 Duncan St, Chippewa Falls WI

KELLY HEATING & ELECTRIC LLC HEREBY PROPOSES THE FOLLOWING:
MATERIAL AND LABOR – Kelly Heating & Electric, LLC shall

Provide the Material and Labor to Replace Existing Furnace in Home as follows:

- o (1) **Bryant 915S 40 ,000 BTU 95% AFUE Single Stage gas Furnace**
- o (1) **Pro IAQ T 705 Digital Programmable Thermostat**
- o (1) **4” Filter System, Supply & Return Sheet metal Air Plenum Adapters**
- o **All Necessary Mechanical work including:** Adapting to PVC venting, Drain piping, refrigerant piping, Hi-voltage electrical, Control voltage, **and Removal & Disposal of old Equipment.**
- o (1) **10 Year Parts,1 Years Labor Warranty & Factory Authorized Start-Up By NATE Certified Technicians**
- o (Optional) **10 Year Extended Warranty = \$ Additional \$ 200 (Requires Annual Maintenance to uphold Warranty)**

PRICE AND PAYMENT TERMS

Except as otherwise provided herein, Customer shall pay Kelly Heating & Electric, LLC **\$ 2,425. Applies for Tier 2 Focus On Energy & Xcel Rebates of \$ 530, for an End Investment of \$ 1,895. We at Kelly Heating & Electric appreciate your business.** Note- This Proposal may be withdrawn by us if not accepted within **30 Days.**

Kelly Heating & Electric LLC _____

Customer _____

(Signature)

(Date)

(Signature)

(Date)

1219 Vernon Street • Altoona, WI 54720
Phone 715-832-6909 • Phone 715-720-1696 • Fax 715-832-7509
kellyheatingandelectric.com
SEE REVERSE SIDE FOR TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. Prices: Terms of Payment: Kelly Heating & Electric, LLC ("Kelly") will provide the labor and materials described in the Proposal ("the Work") at the prices set forth on the Proposal and will invoice Buyer for the Work. Typographic and other errors on invoices are subject to correction. Invoices are due in full within 15 days of receipt. Any amount not paid when due is subject to a monthly late fee equal to 1.5% of the unpaid amount. **All Credit Cards will be assessed a 5% Convenience Fee**
2. Default: If Buyer fails to pay any invoice when due, Kelly may exercise any and all rights and remedies provided by law. Unless otherwise provided by law, Buyer shall pay to Kelly all reasonable costs of collection, including reasonable attorney's fees, incurred by Kelly in attempting to collect any amounts owed by Buyer for the Work.
3. Force Majeure: Kelly shall not be liable to Buyer for any delay or failure of delivery or of any other performance cause in whole or in part by any contingency beyond Kelly's reasonable control, including, without limitation, fire, flood, Acts of God, acts of any government or any agency or subdivision thereof or shortage of or inability to secure labor, fuel, energy, raw materials, supplies or machinery at reasonable prices or from regular sources. If the Proposal sets forth a deadline for completion of the Work, Kelly will give Buyer timely notice of any impending delay which would result in the Work not being completed by the date specified.
4. Limited Warranty: Kelly warrants to Buyer that the Work will be free from defects in materials and workmanship for one year after the Work is completed. SAID WARRANTY SHALL NOT APPLY TO ANY WORK WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR INSTALLED OR REPAIRED BY ANYONE OTHER THAN KELLY. EXCEPT AS EXPRESSLY PROVIDED HEREIN, KELLY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE WORK, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR ANY OTHER MATTER. Kelly will only be obligated on its warranty if Kelly receives a written claim on the warranty from Buyer within one year after the Work is completed. Upon receipt of a timely claim which Kelly determines to be valid, Kelly will within sixty days of receipt of the claim either: repair or replace the Work; or refund payments made for the Work.
5. LIMITATION OF REMEDIES: KELLY SHALL HAVE NO LIABILITY TO ANY PERSON FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY DESCRIPTION, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE. Buyer expressly agrees that: the limitations of indirect, incidental, consequential and special damages set forth herein are agreed allocations of risk and they shall survive the determination of any court of competent jurisdiction that any remedy provided herein fails of its essential purpose. Under no circumstances shall Kelly's liability to Buyer in any case exceed the price paid by Buyer for the Work.
6. Lien Waivers: Buyer is entitled to receive written lien waivers from Kelly and all subcontractors and material suppliers at or prior to the time final payment is due, and where partial payments are due at various stages in the performance of the Work, for the proportionate value of all Work furnished or delivered at the time partial payment is made.

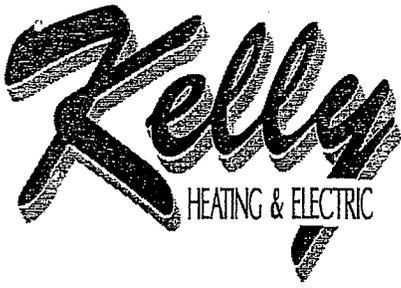
7. Changes: All agreement regarding changes to the Work shall be in writing.

8. Construction Lien Notice: AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, KELLY HEREBY NOTIFIES BUYER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING, OR PROCURING LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE WORK SET FORTH IN THE PROPOSAL MAY HAVE LIEN RIGHTS ON YOUR LAND AND BUILDINGS IF THEY ARE NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO KELLY, ARE THOSE WHO CONTRACT DIRECTLY WITH BUYER OR THOSE WHO GIVE BUYER NOTICE WITHIN 60 DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE WORK. BUYER WILL PROBABLY RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE WORK. BUYER SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO BUYER'S MORTGAGE LENDER FOR THE WORK, IF ANY. KELLY AGREES TO COOPERATE WITH BUYER AND BUYER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

9. Receipt of Copy: Buyer acknowledges receipt of a copy of the Proposal, including these terms and conditions, prior to commencement of the Work or the making of any payment by Buyer for the Work.

10. Severability: If any of these terms and conditions is determined by a court of competent jurisdiction to be unenforceable, the remainder thereof shall remain in full force and effect.

11. Applicable Law: These terms and conditions shall be construed in accordance with Wisconsin Law.



1219 Vernon St
 Altoona, WI 54720
 715-832-6909 (Voice)
 715-832-7509 (Fax)

Invoice No.	26826
Page	1

BILL TO	Jeremy Gjelhaug 104 Duncan St Chippewa Falls WI 54729	JOB NO	COUNTER1
---------	---	--------	----------

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
10/11/16	26826	GJE001	Net Due	

Quantity	Description	Unit Price	Extended Price
----------	-------------	------------	----------------

1.00 EA	Credit Card Fees	6.0300	6.03
---------	------------------	--------	------

PAID
 Date 10/11/16 CK# credit card

\$6.03
 Thank you!

Gross	Retainage	Tax	Net Amount
6.03	.00	.00	6.03



1219 Vernon St
 Altoona, WI 54720
 715-832-6909 (Voice)
 715-832-7509 (Fax)

Invoice No.	26764
Page	1

Jeremy Gjelhaug 104 Duncan St Chippewa Falls WI 54729	Jeremy Gjelhaug 104 Duncan St Chippewa Falls WI 54729
---	---

Invoice Date	Invoice No.	Customer No.	Payment Terms	Contract No.
09/30/16	26764	GJE001	Net Due	

Ticket #	Qty	Unit Meas	Description	Unit Price	Extended Price
----------	-----	-----------	-------------	------------	----------------

W/O # - B61005003

Electrical Service on 9/23/16 by Aaron.

Looked over panel. Found no issues other than bottom breakers appeared to have gotten slightly wet. Replaced breakers. Cleaned out/dried panel. Installed ground clamp to water pipe to completely ground water meter.

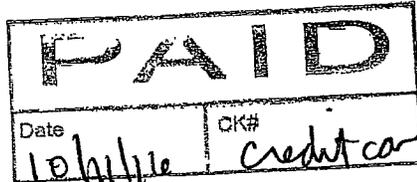
Materials: Square D single-pole breakers, water pipe clamp.

KELLY HEATING AND ELECTRIC
 1219 VERNON STREET
 ALTOONA, WI 54720
 (715) 832-6909

) EA Trip Charge	25.00	25.00
) EA Materials	14.22	14.22
) HR Labor - Regular	75.00	75.00
Sales Tax		6.29

Sale

Merchant ID: 542929805521853
 Term ID: LK00242236
 October 11, 2016 03:06 PM
 Batch#: 067 Inv #: 000002
 VISA Entry Method: K
 XXXXXX XXXXX6642
 Seq. #: 0002 Appr Code: 026771
 Total \$ 126.54
 AVS Code: Y CVV2 Code: H



\$120.51
Thank you!

APPROVED

Customer Copy

THANK YOU
 HAVE A GREAT DAY

TRANSACTION
 ENCRYPTED BY
 WORLDPAY
 REFERENCE ID:
 1610110670002

days are subject to an interest charge.
 of 1 1/2% will be applied.
 this invoice please call (715) 215-0110

Gross	Tax	Net Amount
114.22	6.29	120.51

Statewide Services, Inc.

Claim Division

1241 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

VIA E-MAIL ONLY

November 10, 2016

City of Chippewa Falls
Attn: Ms. Lynne Bauer, Administrator
30 W, Central St.
Chippewa Falls, WI 54719

RE: Our Claim #: WM000092110192
Date of Loss: 09/21/2016
Claimant: Mr. Jeremy Gjelhaug
104 Duncan St.
Chippewa Falls, WI 54729

Loss location: 104 Duncan St.
Chippewa Falls, WI 54729

Dear Ms. Bauer:

As you know, Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Chippewa Falls. We are in receipt of the above-captioned claim involving water damage to the claimant home.

Our investigation has revealed that the City was not negligent for this incident. Therefore, we recommend that the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

The claimant states that his home incurred damage after rain water flooded into his yard and then into his basement. I spoke with City Director of Public Works, Mr. Rick Rubenzer, to learn that the City drainage system simply became overwhelmed by an onslaught of rain—an “act of God” event which the City is not liable. If it is argued that City drainage system was inadequate, the City has specific immunity against sewer flooding and backups as “...the acts of designing, planning and implementing a sewer system are discretionary acts protected”. Furthermore, if it were argued that the grading in the area allowed for the water to flow into the claimant’s yard, the City has discretionary immunity for such decisions, too. Given the City is not liable for the rain event and/or given the sewer pipe immunity in place for the City, we recommend that the claim be disallowed.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. These should be sent certified or registered (restricted) mail, and must be received by the claimant within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you for your attention to the above, Lynne, and please do not hesitate to contact me with any questions.

Best regards,

Doug Detlie

Douglass A. Detlie

Casualty Claims Specialist

Office: 608-828-5503

Fax: 800-720-3512

E-mail: ddetlie@statewidesvcs.com

Cc: Darrel Zaleski, Agent