

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, August 1, 2017 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 July 18, 2017.
3. PERSONAL APPEARANCES BY CITIZENS No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. PUBLIC HEARINGS - None
5. COMMUNICATIONS - None
6. REPORTS
 - (a) Consider Board of Public Works minutes of July 24, 2017.
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 July 26, 2017.
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of August 1, 2017. (*minutes to be distributed prior to meeting*)
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 Wendy Hutton for the Loop de Lori Triathlon and 5K to be held on September 9, 2017 from 10:00 am – 1:00 pm utilizing various City Streets (see attached map).
 - (c) Consider Street Use Permit Application from the Northern WI Antique Dealers Association to place a sandwich sign at Allen Park on September 27 - October 1, 2017 to direct visitors to the antique show being held at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
 - (d) Consider Street Use Permit Application from Dan Sweeney of the Chippewa Candy Shop, 322 N Bridge Street, to utilize two parking spots in front of the store on August 3 – 4, 2017 from 6:00 am – 7:00 pm to place trailers for dumping construction debris.
 - (e) Consider Street Use Permit Application from the Chippewa Falls Public Library for the Summer Book Sale to be held on August 9 – 12, 2017 utilizing the west side of the library parking lot.
 - (f) Consider Sidewalk Use Permit from the Chippewa Falls Public Library to place a sandwich sign on the sidewalk adjacent to the library advertising the Summer Book Sale.
 - (g) Consider Application for Temporary Class "B" Beer Retailer's License from the Wisconsin Baseball Association over Thirty-Five League for the Wisconsin Baseball Association over Thirty-Five State Baseball Finals to be held at Casper Park on August 25 – 27, 2017.
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS - None
11. MAYOR'S REPORT - None
12. REPORT OF OFFICERS – None
13. ORDINANCES
 - (a) First Reading of **Ordinance #2017-12 Entitled:** An Ordinance Amending Section, § 17.29 C-2 General Commercial District and Section, §17.31 C-4 Highway Commercial District of the City of Chippewa Falls Municipal Code, Chippewa Falls, Wisconsin.

14. RESOLUTIONS

(a) Consider Resolution #2017-35 Entitled: Preliminary Resolution Declaring Intent to Levy Special Assessments Under Chapter 66.0701 Wisconsin Statutes & Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

(b) Consider Resolution #2017-36 Entitled: Resolution (regarding resurfacing alleys in the downtown area).

(c) Consider Resolution #2017-37 Entitled: Resolution Concerning Completion of Willow Creek Subdivision Phase III Utilities and Infrastructure.

(d) Consider Resolution #2017-38 Entitled: Resolution Regarding Exemption from Library Levy.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss construction cost estimate and fundraising to date for the Erickson Park project. *(to be distributed prior to meeting)*

(b) Discuss and consider grant agreement in the amount of \$38,500 for the City of Chippewa Falls Glen Loch Fishing Pier and authorize appropriate city personnel to execute the grant agreement.

(c) Discuss and consider grant agreement in the amount of \$87,965 for the City of Chippewa Falls Glen Loch Boat Access and authorize appropriate city personnel to execute the grant agreement.

(d) Discuss and consider amendment to Ayres Associates' proposal for library roof repairs to include asbestos investigation. *(amendment to be distributed prior to meeting)*

16. CLAIMS

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

17. CLOSED SESSION - None

18. ADJOURNMENT

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

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

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on July 28, 2017 at 2:00 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, July 18, 2017 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Robert Hoekstra. Absent was Rob Kiefer.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Fire Chief Mike Hepfler, Police Chief Matthew Kelm, City Clerk Bridget Givens, Lindsey Everson of Leinenkugel's and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Olson/Nadreau** to approve the minutes of the Regular Council Meeting of June 20, 2017.

All present voting aye, motion carried.

(b) The Council Meeting of July 4, 2017 was cancelled due to the holiday.

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of June 26, 2017 was cancelled due to a lack of agenda items.

(b) **Motion by Olson/King** to approve the Board of Public Works minutes of July 10, 2017. Councilor Hoekstra expressed concern with the street closure for the Leinenkugel's Kick-Off Party as it is for a 24-hour period. Lindsey Everson of Leinenkugel's came forward and explained that security will be posted at all barriers and they will have a list of residents in the area. Residents will be able to come and go from their homes. **All present voting aye, motion carried.**

(c) **Motion by Hull/Hoekstra** to approve the Plan Commission minutes of July 10, 2017. **Roll Call Vote: Aye – Hull, Hoekstra, Monarski, King, Olson, Nadreau. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) **Motion by Hoekstra/Nadreau** to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of June 21, 2017. **Roll Call Vote: Aye – Hoekstra, Nadreau, Monarski, King, Hull, Olson. Motion carried.**

(b) **Motion by Nadreau/Olson** to approve the Committee #2 Labor Negotiation, Personnel, Policy & Administration minutes of July 17, 2017. **Roll Call Vote: Aye – Nadreau, Olson, Hoekstra, Monarski, King, Hull. Motion carried.**

(c) **Motion by King/Hoekstra** to approve the Committee #3, Transportation, Construction, Public Safety & Traffic minutes of July 18, 2017. **All present voting aye, motion carried.**

(d) The Park Board minutes of July 11, 2017 were presented.

(e) The Library Board minutes of June 14, 2017 were presented.

APPLICATIONS

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

Motion by Monarski/Nadreau to consider items (b) – (i) in one motion. **All present voting aye, motion carried.**

Motion by Monarski/Nadreau to approve items (b) – (i) in one motion as follows:

(b) Appointment of Agent Change to Rebecca Ciezki for Kwik Trip #660, 503 E. Grand Avenue.

(c) Original Class A Malt Beverage Retail License Application of Mega Holiday #3716, 501 N. Bridge Street, Agent Michelle Vincent, to add the "Class A" Malt Beverage (Cider Only) to their current license.

APPLICATIONS (continued)

(d) Application for Temporary Class "B" Beer Retailer's License from Holy Ghost Parish for the Holy Ghost Parish Picnic to be held on Sept 9--10, 2017, 412 S. Main Street.

(e) Class "E" Dance and Live Music License from Holy Ghost Parish, 412 S. Main Street to be held on September 9--10, 2017.

(f) Street Use Permit Application from Oktoberfest/Chippewa Partners, Inc. for the Golden Keg Procession to be held on September 15, 2017 from 12:00 pm – 1:00 pm utilizing Jefferson Avenue from Leinie's Lodge to the Northern WI State Fairgrounds, 225 Edward St.

(g) Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from Oktoberfest/Chippewa Partners, Inc., for Oktoberfest to be held on September 15—17, 2017 at the Northern WI State Fairgrounds.

(h) Application for Class "E" Dance and Live Music from Oktoberfest/Chippewa Partners, Inc. for Oktoberfest on September 15—17, 2017 at the Northern WI State Fairgrounds.

(i) Street Use Permit Application from Leinenkugel's for the 150th Anniversary Kick-Off Party to be held on August 10, 2017 utilizing various City streets.

All present voting aye, motion carried.

(j) It was noted that Ms. Panosh withdrew her application as she intends to move outside of the City Limits. Clerk Givens requested that the Council take formal action on the application in case she does not move.

Motion by Hoekstra/King to deny the Non-Commercial Kennel License Application of Dorothea Panosh, 8 Madison Street, as recommended by the Police Department. **All present voting aye, motion carried.**

Motion by Monarski/Nadreau to consider items (k) – (n) in one motion. **All present voting aye, motion carried.**

Motion by Monarski/Nadreau to approve items (k) – (n) as follows:

(k) Application for Temporary Class "B"/"Class B" Beer Retailer's License from Eau Claire Morning Rotary for Eau Claire Big Rig Truck Show to be held on August 17—20, 2017 at the Northern WI State Fairgrounds.

(l) Application for Class "E" Dance & Live Music License from the Eau Claire Big Rig Truck Show to be held on August 18—20, 2017 at the Northern WI State Fairgrounds.

(m) Request of Dwayne Lambert to change his trade name from Stiffy's to 13th Step.

(n) Street Use Permit Application from Bye the Willow, 501 High St., on August 19, 2017 to extend the premise by blocking off the parking lot for an event to serve drinks & donuts and include music.

All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Hoekstra/Olson** to approve **Ordinance #2017-11 Entitled:** An Ordinance Updating and Amending the Statutory References in §§3.08, 3.081, and 3.082 of the Chippewa Falls Municipal Code.

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

RESOLUTIONS

(a) **Motion by King/Hull** to approve **Resolution No. 2017-31 Entitled:** Resolution Authorizing the Execution of the 2017 FTA Supplemental Agreement Between the Cities of Eau Claire and Chippewa Falls.

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

Motion by King/Nadreau to consider items (b) – (c) in one motion. **All present voting aye, motion carried.**

Motion by King/Olson to approve items (b) – (c) as follows:

(b) **Resolution 2017-32 Entitled:** Resolution Authorizing the Execution of the 2015 FTA Supplemental Agreement Between the Cities of Eau Claire and Chippewa Falls.

RESOLUTIONS (continued)

(c) Resolution 2017-33 Entitled: Resolution Authorizing the Execution of the 2014 FTA Supplemental Agreement Between the Cities of Eau Claire and Chippewa Falls.

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

(d) Motion by Hull/King to approve Resolution 2017-34 Entitled: Resolution Approving a Certified Survey Map of a Parcel on Nelson Road for Max Gehler. **Roll Call Vote: Aye – Hull, King, Olson, Nadreau, Hoekstra, Monarski. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Motion by Monarski/King to ratify the labor agreement between the City of Chippewa Falls and the Chippewa Falls Professional Police Association. Finance Manager/Treasurer Bauer indicated this is a three-year contract with wage increases delineated as follows: 2017 Jan 1 - 1%; 2018 Jan 1 - 1%; 2018 July 1 - 1%; and 2019 Jan 1 - 2%. **Roll Call Vote: Aye – Monarski, King, Hull, Olson, Nadreau, Hoekstra. Motion carried.**

CLAIMS

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

City General Claims:	\$1,300,974.90
Authorized/Handwritten Claims:	\$94,195.72
Department of Public Utilities:	\$213,982.73
Total of Claims Presented	<u>\$1,609,153.35</u>

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

CLOSED SESSION

(a) Motion by Monarski/King to go into 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 the following:

- (1)** Consider Nominal Payment Parcel Report and offers and sales study for STH #124 (High St— Jefferson Ave) Bridge St. to Elm St. mill and resurfacing project.
- (2)** Discuss private access street improvements on Commerce Parkway including potential tax increment financing incentives in TIF 14; and to include the Mayor, Council, Ferg, Bauer, Rubenzer, Smith, and Givens; may return to Open Session.

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

Council discussed items (1) and (2) above.

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

ADJOURNMENT

Motion by King/Olson to adjourn at 7:31 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - July 18, 2017

NAME	ADDRESS
Richard P Flynn	1304 Perry St
Dan Toyken	13713 91st St. C.F.
Dorothy Lambert	167 Canal

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 24, 2017 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 24, 2017 at 5:30 PM. Present were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Absent was Director of Public Works Rick Rubenzer. Also present at the meeting were Ian Kopp of Citizen's State Bank and Chris Elstran of Chippewa County.

1. **Motion** by Olson, seconded by Hoffman to approve the minutes of the July 10, 2017 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Ian Kopp of Citizen's State Bank appeared to request a non-exclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin. This parcel is owned by the City of Chippewa Falls and shown as Lot #1 on the attached map. At the July 10th meeting, it was explained that access to the existing laundry building on Lot #3 of the attached map normally is along 156th Street but that 156th Street is actually a private street and access across Lot #2, (shown on the attached map and owned by Dennis Heyde), would also be necessary in order to get to Lot #1. At that time, the Board was concerned about granting an easement across a City parcel which would allow access to a township lot, (Lot #3), without annexation. Mr. Kopp indicated they are willing to annex their parcel in to the City of Chippewa Falls and stated they are attempting to acquire a city parcel to the South of their parcel that is currently owned by Dennis Heyde. Discussion included whether the City should allow annexation of the Citizen's State Bank property as it would create an island for the parcel to the east owned by Joe Kelly and located in the Town of Eagle Point. Although absent, the recommendation of City Engineer/Public Works Director/Utility Manager Rick Rubenzer was to not grant the easement without securing the annexation of the Citizen's State Bank parcel as well as the Kelly parcel. Mayor Hoffman stated there are other islands in the City and didn't think it would be an issue.

Motion by Senn to grant an easement to Citizen's State Bank along Lakeland Drive contingent on annexation of the property to the City and granting a permanent easement to the Kelly property by Citizen's State Bank. **This motion died for lack of a second.**

Motion by Hoffman to grant the easement contingent on annexation of the Citizen's State Bank property to the City. **This motion died for lack of a second.**

Motion by Olson/Hoffman to grant an easement to Citizen's State Bank contingent upon annexation of their property to the City. **All present voting aye except Bauer who voted nay. MOTION CARRIED.**

3. Chris Elstram from Chippewa County asked the Board to consider their request to replace concrete driveways on Grand Avenue and Central Street with hotmix. He indicated the concrete is failing due to heavy truck traffic and would prefer to replace with hotmix.

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

Motion by Olson/Hoffman to allow Chippewa County to replace the driveway entrance on Central Street with asphalt but require them to replace the driveway entrances on Grand Avenue with concrete. **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 6:00 P.M.

Lynne Bauer
Board of Public Works

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 10, 2017 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 10, 2017 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer and Alderperson Paul Olson. Absent were Finance Manager Lynne Bauer and Darrin Senn. Also present at the meeting were Lindsey Everson representing Leinenkugel's, Neil Mathwig of Citizen's State Bank and Dennis Heyde.

1. **Motion** by Olson, seconded by Hoffman to approve the minutes of the June 5, 2017 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached example of Wisconsin DOT Adopt-A-Highway Program documents as administered by Chippewa County. Premium Waters has requested to adopt the section of Park Avenue from STH #178, (near Westconsin Credit Union), to the west city limits near Avalon, (STH #124). Director of Public Works Rubenzer stated that the terms and conditions and application permit used by Chippewa County could be modified for use in the city. He highlighted conditions that the applicant group would pick up litter a minimum of three times annually, safety rules would be reviewed with all participants, at least one adult will supervise each group of five or six, the City Street Department will supply participant safety vests, garbage bags, any necessary traffic signs and pick up filled garbage bags at designated sites.
Motion by Olson, seconded by Rubenzer to recommend the Common Council approve an Adopt-A-Highway Program for the City of Chippewa Falls using the terms and conditions and application permit utilized by Chippewa County but modified for the City of Chippewa Falls. **All present voting aye. MOTION CARRIED.**

3. The Board discussed the attached letter from Laurie Hedrington requesting that Pond Street be placed on the 5-Year Street Improvement Program or sooner. Director of Public Works Rubenzer stated that the water utility had replaced a large number of services this summer and thus, much of the existing street surface and curb and gutter would be replaced. He suggested the project be done later this fall using Street Department forces. The curb and gutter and sidewalk would be inspected as part of this project. Special Assessments would be levied after conducting a public information meeting and a public hearing to consider the same.
Motion by Olson, seconded by Rubenzer to recommend the Common Council approve reconstructing Pond Street in 2017 after giving notice to all adjacent property owners of intent to levy special assessments, conducting a public information meeting, conducting a public hearing and then levying special assessments for the project. **All present voting aye. MOTION CARRIED.**

4. The Board considered the attached Street Use Permit application from Chippewa Falls Chamber for the Oktoberfest parade and celebration. Director of Public Works Rubenzer noted that two Chippewa Falls police officers would be needed for the event at an estimated cost of \$1000.
Motion by Olson, seconded by Hoffman to recommend the Common Council approve the attached Street Use Permit from the Chippewa Falls Chamber for the Oktoberfest

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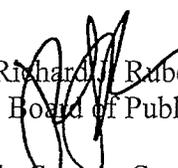
parade and celebration held September 15-17, 2017 and to charge for Chippewa Falls Police Department services for the event. **All present voting aye. MOTION CARRIED.**

5. Lindsey Everson of Leinenkugel's appeared to support the Street Use Permit application for the Leinenkugel's 150th Anniversary Kick-Off party. Ms. Everson requested that the one block square of Elm St., N. Prairie St. and Cedar St. be closed from 12:00 A.M. to 12:00 P.M. on August 10, 2017 for the Leinenkugel's 150th Kick-Off party.
Motion by Rubenzer, seconded by Olson that the Common Council approve the Street Use Permit application from Miller Coors for the Leinenkugel's 150th Kick-Off party to be held August 10, 2017 and to charge for Chippewa Falls Police Department services for the event. **All present voting aye. MOTION CARRIED.**

6. The Board considered the attached draft resolution for paving four downtown alleys. Director of Public Works Rubenzer noted the \$6.75 per foot of alley frontage would be a special charge to adjacent property owners. He continued that, by statute, special charges were to be paid with a single payment instead of in multiple payments. He stated that a public information meeting and public hearing would be conducted to consider the said special charges.
Motion by Olson, seconded by Rubenzer to recommend the Common Council approve the attached resolution authorizing paving four downtown alleys with hot mix in the fall of 2017 after conducting a public information meeting and public hearing to consider the special charges. In addition, that Attorney Ferg give his opinion as to whether or not the special assessment payment process could be utilized for the said special charges. **All present voting aye. MOTION CARRIED.**

7. Neil Mathwig of Citizen's State Bank appeared to request a non-exclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin. This parcel is owned by the City of Chippewa Falls and shown as Lot #1 on the attached map. Mr. Mathwig explained that access to the existing laundry building on Lot #3 of the attached map normally is along 156th Street but that 156th Street is actually a private street. Access across Lot #2, (shown on the attached map and owned by Dennis Heyde), would also be necessary in order to get to Lot #1. The Board was concerned about granting an easement across a City parcel which would allow access to a township lot, (Lot #3), without annexation. Mr. Mathwig said he would check with the potential buyer as to if he intended to annex the parcel to the City of Chippewa Falls.
Motion by Olson, seconded by Hoffman to table any recommendation on a non-exclusive easement for ingress and egress over and across Outlot #1 of Certified Survey Map #1813 in Government Lot #2 of Section #33, T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin until learning of the potential owners intention to annex the parcel to the City of Chippewa Falls. **All present voting aye. MOTION CARRIED.**

8. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:00 P.M.


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

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

EASEMENT AGREEMENT

This Easement Agreement is made and entered into this _____ day of _____, 2017, by and between City of Chippewa Falls, a municipal corporation existing under and by the virtue of the laws of the State of Wisconsin (hereinafter "Grantor") and Citizens State Bank, a Wisconsin banking corporation (hereinafter "Grantee").

Recitals

THE PARTIES hereto acknowledge the following:

1. Grantor is the owner of the following parcel in Chippewa County, Wisconsin:

1813

Outlot 1 of Chippewa County Certified Survey Map No. ~~418~~ as recorded in Volume ____ of Certified Survey Maps, pages _____, as Document No. _____, Chippewa County, Wisconsin ("Parcel 1").

2. Grantee is the owner of the following described parcel in Chippewa County, Wisconsin:

Lot 1, Chippewa County Certified Survey Map No. 1352 as recorded in Volume 5 of Certified Survey Maps, pages 236-237, as Document No. 544106, Chippewa County, Wisconsin ("Parcel 2").

3. Grantee is the owner of the following described parcel in Chippewa County, Wisconsin:

Lot 1, Chippewa County Certified Survey Map No. 948 as recorded in Volume 3 of Certified Survey Maps on page 253 as Document No. 500518, City of Chippewa Falls, Chippewa County, Wisconsin ("Parcel 3").

4. Parcel 3 is contiguous on its southern boundary with Parcel 1.

5. Grantor desires to grant Grantee a non-exclusive easement for ingress and egress over Parcel 1.

Agreements

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, it is hereby agreed as follows:

Draft 06/29/17

1. **Grant of Easement.** Grantor does hereby grant and convey to Grantee, its successors, and assigns, a non-exclusive easement for ingress and egress over, through and across Parcel 1 as legally described in Exhibit A attached hereto in order to provide ingress, egress and access to Parcels 2 and 3.

2. **Easement Benefit.** The easement described in this instrument shall run with the land and shall be for the benefit of the Grantee and its successors and assigns.

3. **Legal Status.** Each and all of the easements and rights granted or created herein are appurtenances to each respective parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such parcels. For the purposes of such easement and rights, the parcel which is benefitted shall constitute the dominant estate, and the parcel which is burdened by such easement and rights shall constitute the servient estate.

4. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether written or oral, of the parties, and there are no representations, warranties or other agreements between or among the parties in connection with the subject matter hereof, except as specifically set forth herein.

5. **Governing Law.** The validity and construction of this Agreement shall be governed by the internal substantive laws of the State of Wisconsin and may be enforced against any of the parties hereto in the courts of such state, the parties hereby submitting themselves to the jurisdiction of such courts.

6. **Binding on Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, and/or successors and assigns of the parties hereto.

7. **Amendment; Severability.** No change, termination, or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by the party against whom the same shall be sought to be enforced. In case any provision in this Agreement shall be held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be a factor impaired thereby, but this Agreement shall be construed as if such provisions had never been contained herein.

8. **Further Assurance.** After the execution of this Agreement, each party shall from time to time, at the request of the other and without further cost or expense to the requesting party, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9. **Descriptive Headings; Gender.** The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and shall not control or affect any meaning of construction of any of the provisions hereof. Any use herein of the male, female, or neuter gender

shall be deemed, except if otherwise so stated, to include the omitted genders. Use of the singular or plural case includes the other where appropriate.

10. **Recording.** A fully executed counterpart of this Agreement shall be recorded in the office of the Register of Deeds for Chippewa County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

[SIGNATURE PAGES FOLLOW]

GRANTOR:

CITY OF CHIPPEWA FALLS

By: _____
_____, Mayor

By: _____
_____, City Clerk

GRANTEE:

CITIZENS STATE BANK

By: _____
_____, Its _____

STATE OF WISCONSIN)
 ss.
Chippewa County)

On this _____ day of _____, 2017, before me a Notary Public within and for said County and State, personally appeared _____, to me personally known, who, being by me duly sworn did say he/she is the Mayor of Chippewa Falls, Wisconsin, the municipality named in the foregoing instrument, and that said instrument was signed on behalf of said municipality by authority of its city council and said Mayor acknowledges said instrument to be the free act and deed of said municipality.

_____, Notary Public
Chippewa County, Wisconsin
My commission expires: _____

Post Office Box 1457
Eau Claire, WI 54702-1457

An easement located in Outlot 1 of Certified Survey Map #1813 in Government Lot 2 of Section 33, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

Commencing at the NW corner of Certified Survey Map #1813 (said corner being the SW corner CSM #948), thence N 89° 53' 53" E 498.77 feet, thence along the arc of a curve to the left with a radius of 165.00 feet and whose chord bears N 87° 16' 44" E 15.08 feet, thence continuing along the arc of a curve to the left with a radius of 165.00 feet and whose chord bears N 60° 35' 14" E 134.60 feet, thence N 36° 30' 54" E 166.26 feet, thence S 22° 04' 33" E 77.33 feet, thence along the arc of a curve to the right with a radius of 60.00 feet and whose chord bears S 5° 36' 56" E 80.50 feet, thence S 36° 30' 54" W 142.27 feet, thence S 89° 53' 53" W 582.80 feet, thence along the arc of a curve to the right with a radius of 60.00 feet and whose chord bears S 89° 53' 53" W 100.22 feet, thence N 0° 37' 29" E 66.01 feet to the point of beginning.

Said parcel is subject to easements and restrictions of record.

Exhibit A

Highway Department

Brian M. Kelley, PE
Highway Commissioner

CHIPPEWACOUNTY



WISCONSIN

Mr. Rick Rubenzer
Director of Public Works, City Engineer, Utilities Manager
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer,

I would like to make a request to be placed on the agenda for the Board of Public Works in regards to a variance from the city ordinance for removal and replacement of 3 of our current driveway entrances for our facility located at 801 E. Grand Ave.

I am proposing to remove and reconstruct the driveways at the intersections of Grand Avenue at Maynard and Beaver Streets and one also on Central Street similar to the entrances at the Chippewa Falls Middle School (Please see the attached photos). These entrance experience heavy truck traffic on a daily basis and as you can see from the attached photos the concrete is failing. A concrete gutter section would be installed to maintain the existing drainage pattern and curb ramps would be installed also. The new entrances will be the same widths as what is currently in place.

Our main entrance would also be replaced at this time but will be replaced in its current configuration.

Thank you for your consideration in this matter.

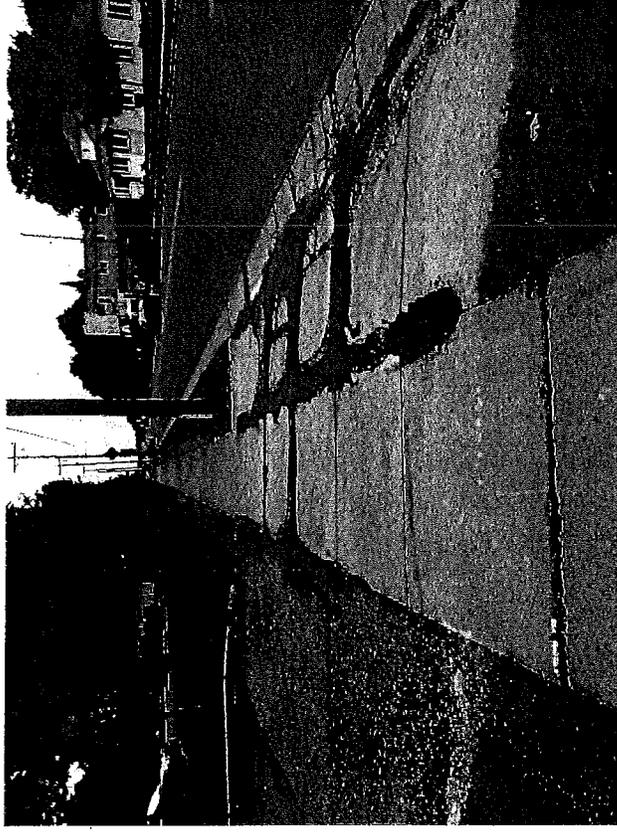
Sincerely,

Chris Elstran
Construction Manager

Cc:

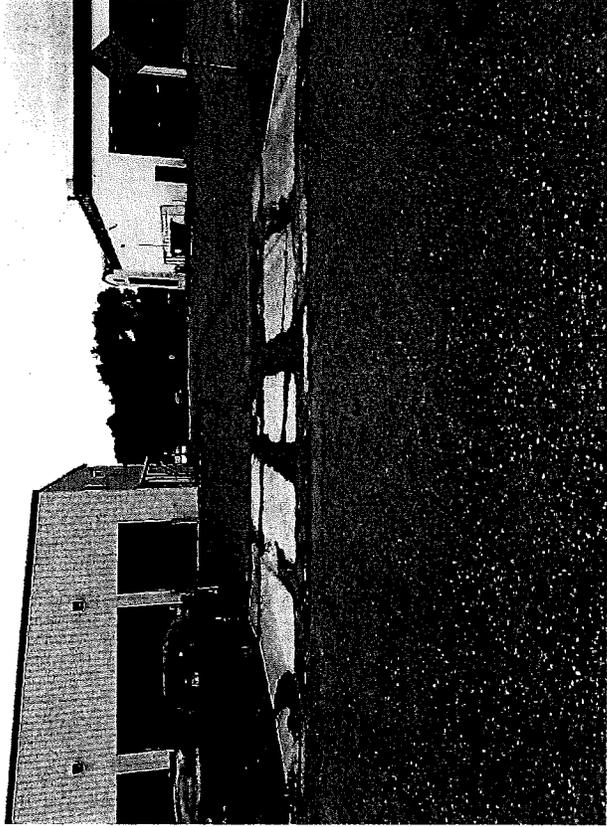
Main Entrance at Grand Ave. & Marshall St. Propose to replace in kind

Existing width is 25 feet – Proposed Replacement width 25 feet



Entrance on Central Street Remove and Replace with Asphalt and Curb & Gutter

Existing width is 30 feet – Proposed Replacement width 30 feet



Main Truck Access Grand Ave. & Maynard Street

Remove and Replace with Asphalt and Curb & Gutter

Existing width is 40 feet – Proposed Replacement width 40 feet



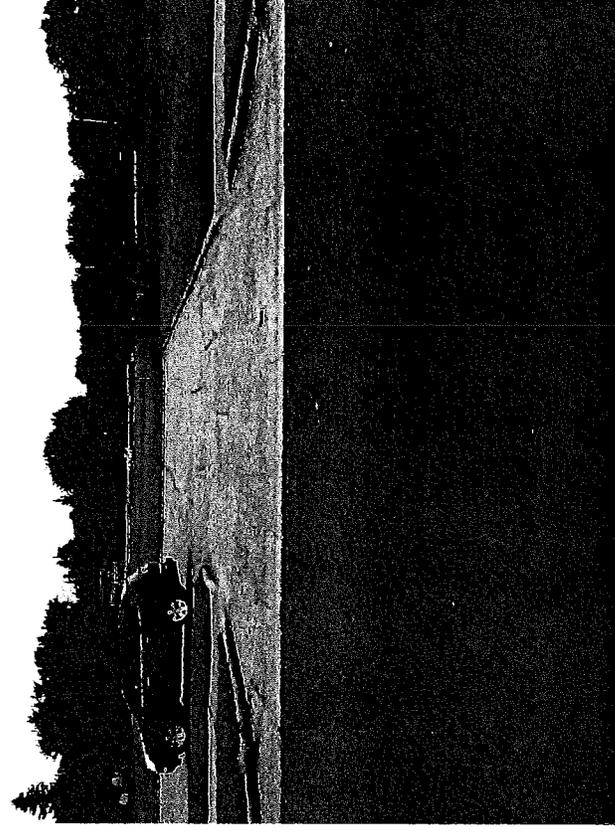
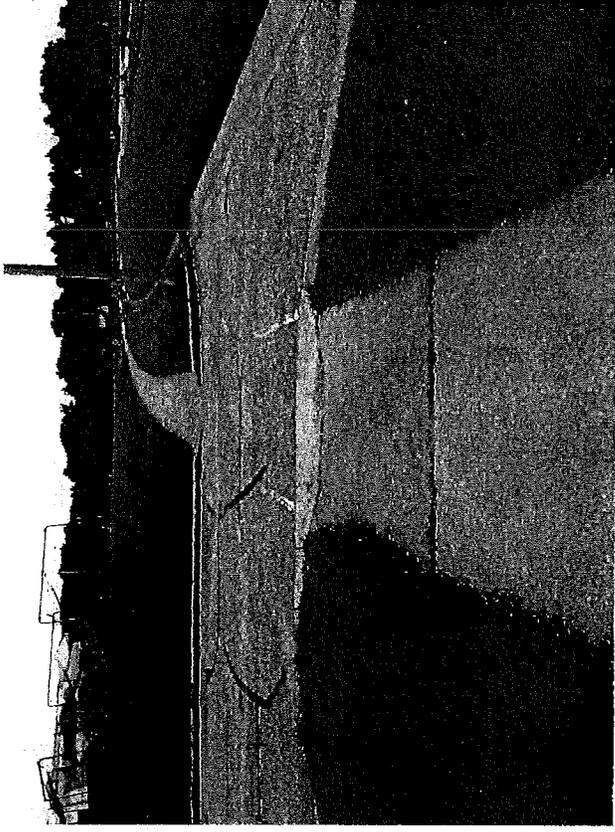
Secondary Truck Access Grand Ave. and Beaver Street

Remove and Replace with Asphalt and Curb & Gutter

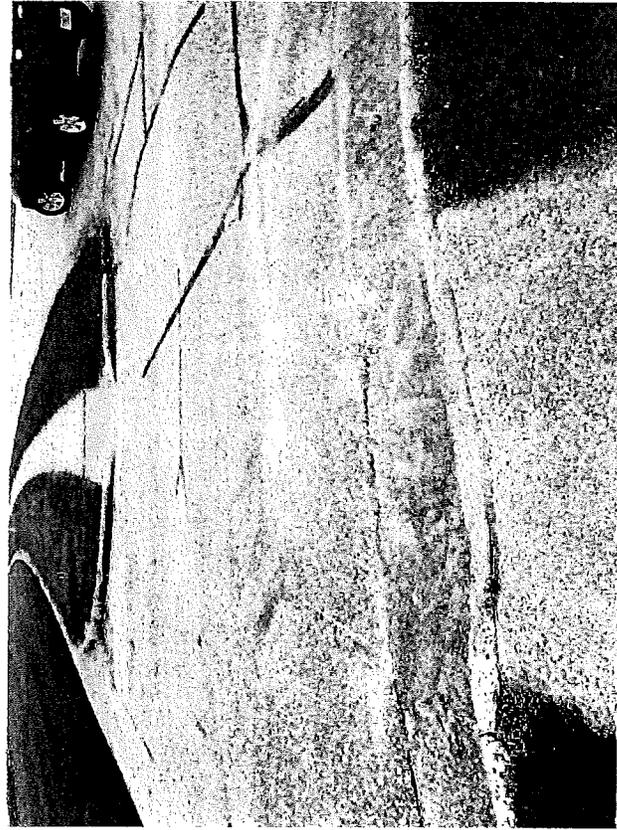
Existing width is 40 feet – Proposed Replacement width 40 feet



Examples of Proposed Driveways

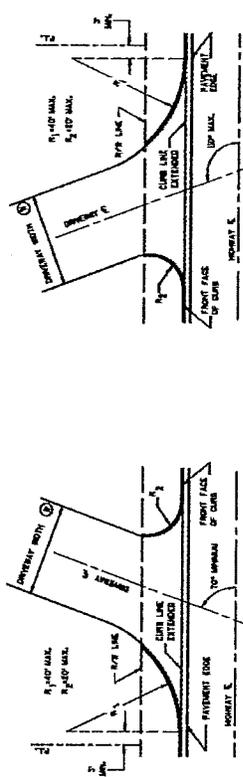


Examples of Proposed Driveways

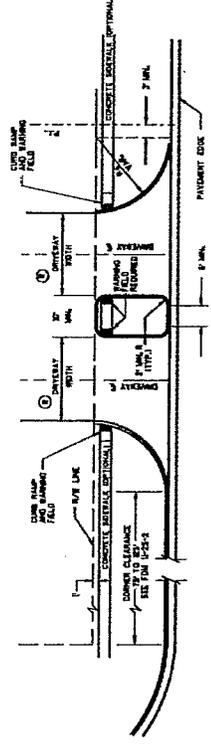


Asphalt with Curb & Gutter Detail

8D20: Driveways with Curb & Gutter Returns



SKewed DRIVEWAY DETAILS
(COMMERCIAL AND NON-COMMERCIAL)
SIDEWALK NOT SHOWN



DRIVEWAY LOCATION AND SPACING DETAILS
SIDEWALK SHOWN

NOTES
A MINIMUM CLEARANCE OF 10 FEET SHALL BE MAINTAINED FOR NON-COMMERCIAL PRIVATE ENTRANCES. ALSO FOR COMMERCIAL DRIVEWAYS SHALL BE DETERMINED BY THE ENGINEER BASED ON TRAFFIC AND DRIVEWAY HEIGHT RESTRICTIONS.
THE MINIMUM CLEARANCE OF INTERSECTION BETWEEN THE DRIVEWAY AND HIGHWAY CENTRALLINE SHALL BE 10'.
ALL DRIVEWAY PRIVATE ENTRANCE OUTLETES SHALL BE CONTAINED WITHIN THE HIGHWAY R/W.
NO DRIVEWAY SHALL BE MAINTAINED WITHIN 3 FEET OF THE PROPERTY LINE EXCEPT FOR EXISTING JOINT DRIVEWAY SHARED BY TWO DWELLS.

① DRIVEWAY WIDTH
COMMERCIAL - 10' MAX. 10' MIN.
NON-COMMERCIAL - 8' MAX. 8' MIN.

STATE OF MICHIGAN
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION
SECTION 100.00 - DRIVEWAYS
PAGE 100.00.01



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
July 26, 2017

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Wednesday, July 26, 2017 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Parks & Recreation Director Dick Hebert, Library Director Joe Niese, Custodian Scot Michels and Travis Schroeder from Ayres Associates.

Call to Order: 9:00 AM

Motion by Monarski/Nadreau to address Item #2 before Item #1. All present voted aye. Motion carried.

- 1. Discuss request to use room tax funds for Irvine Park Brochures. Possible recommendations to the Council.**

Parks & Recreation Director Dick Hebert requested room tax funds of \$1,141 to pay for 20,000 Irvine Park Brochures. Room tax monies have been used in the past for this purpose. Bauer stated the City receives about \$15,000 in room tax funds each year and has given Chippewa Falls Main Street \$6,400 for the 2017 Pure Water Days Parade. Mr. Hebert indicated 90% of the brochures are placed at the Chamber and Leinenkugel's Hospitality Center. Additional locations discussed include the rest area in Menomonie; the Chippewa Valley Airport and the truck stop in Cadott.

Motion by Kiefer/Nadreau to recommend the Council approve use of room tax funds of \$1,141 for the purchase of Irvine Park Brochures. All present voted aye. Motion carried.

- 2. Discuss proposal from Ayres Associates for professional services to assist with replacement of the library roof. Possible recommendations to the Council.**

The Committee discussed the proposal from Ayres Associates for the Library re-roofing project. Travis Schroeder from Ayres summarized the proposal and answered questions regarding their "Scope of Services" and the City's responsibilities. A deadline for the work to be completed would be included in the bid specs and Travis believes the roof could be replaced by late October – mid-November. He corrected Item #2 in "Responsibilities of Owner and Others" Section replacing "asphalt-containing" to "asbestos-containing". Scot

stated that RTS Roofing had conducted core sampling but was not sure if the samples were still available. Travis will get names of companies that could do the core sampling and testing. Travis also indicated Ayres would complete the "Division 00 bidding documents and spec sections" listed under the "Responsibilities and Owner and Others" Section and that work would be included in the \$14,600 cost. Monies from the sale of Fire Station #2 will be used until the City completes their anticipated borrowing process in early 2018. Funds from that borrowing process will be used to repay the City for Ayres costs as well as the roof replacement costs.

Motion by Kiefer/Monarski to recommend the Council approve the proposal from Ayres Associates in the amount of \$14,600 for professional services to replace the Library roof. **All present voted aye. Motion carried.**

3. Adjournment.

Motion by Monarski/Nadreau to adjourn at 9:33 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer



July 7, 2017

Scot Michels
Chippewa Falls Police Department
210 Island St.
Chippewa Falls, WI 54729

Via email: smichels@chippewafalls-wi.gov

Re: Reroof Fee Proposal
Chippewa Falls Library

Dear Mr. Michels:

Thank you for the opportunity to submit this proposal for professional services for the reroof of the Chippewa Falls Library building. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Scope

The project consists of a roof replacement for the Chippewa Falls Library Building. The work will consist of tear-off of the existing sprayed polyurethane foam (SPF) roof system, and replacement with a new EPDM membrane roof system. As part of the new roof system all metal flashing and coping will be replaced.

Scope of Services

We propose to provide the following services related to the project described above:

- Review existing available building plans and verify existing building conditions.
- Preparation of electronic drawings for existing roof plans.
- Review core sample testing results.
- Send bidding/construction documents at 60% and 90% completion to the City for review.
- Prepare final bidding/construction documents
- Attend one (1) pre-bid meeting and prepare meeting notes.
- Respond to bidder requests for information and issue addenda as needed.
- Attend one (1) pre-construction meeting and prepare meeting notes.
- Review shop drawing and product data submittals.
- Conduct two (2) construction observation site visits during construction.
- Review contractor payment requests.
- Conduct one (1) punchlist walk-through with follow-up report at substantial completion.

Responsibilities of Owner and Others

- Coordinate and conduct roof core sampling.
- Coordinate and conduct testing of asphalt-containing roofing materials.
- Prepare Division 00 bidding documents and spec sections.
- Solicit bids and distribute bid documents.

- Receive and tabulate bids.

Additional Services

Additional Services listed below are not included in the Scope of Services; however, are available upon written request:

- Mechanical engineering
- Plumbing design
- Electrical engineering
- Fire protection design
- Civil engineering
- Photorealistic renderings and videos
- Field measuring existing conditions
- Multiple preliminary designs
- Value engineering

Reimbursable Expenses

Reimbursable Expenses are in addition to compensation for Basic and Additional Services include expenses incurred by Ayres Associates Inc and their consultants directly related to the Project, as follows:

- Transportation and subsistence;
- Fees paid for securing approval of authorities having jurisdiction over Project;
- Printing, reproductions, plots and delivery;
- Printing and plotting exterior renderings;
- Postage, handling and delivery;
- Expense of professional liability insurance dedicated exclusively to this Project, or expense of additional insurance coverage or limits if the Client or Owner requests such insurance in excess of that normally carried by the Architect's consultant;
- All taxes levied on professional services and on reimbursable expenses;

Time Schedule

We can meet most any schedule you require, although for purpose of discussion, we estimate that it may take six weeks to complete our work after receipt of authorization to proceed.

Fee

We will perform the above services for an amount based on a standard hourly rate for each class of employee, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$14,600.00. The Reimbursable Expenses Schedule and Standard Hourly Rates Schedule are attached as Appendices 1 and 2, respectively.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until August 31, 2017 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

City of Chippewa Falls

Owner's Name



Raivo A. Balciunas, AIA, LEED AP
Architect

Signature

Name

Title

Date

Attachments: Contract Terms and Conditions
Appendix 1 - Reimbursable Expenses Schedule

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt

of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

15. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

16. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

17. Third Party Benefits: This contract does not create any benefits for any third party.

18. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

19. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

20. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

21. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

ROONEY PRINTING

It's what we know!

1500 First Avenue • Chippewa Falls, WI 54729
(715) 723-7777 • FAX (715) 723-1158

PARKS RECREATION & FORESTRY
30 W CENTRAL ST
CHIPPEWA FALLS, WI 54729
USA

INVOICE NO: 68095

DATE: 6/28/17

CUSTOMER P.O. ANGIE WEDEMEYER

QUANTITY / DESCRIPTION		AMOUNT
20000.00	GENERAL IRVINE PARK VISITOR BROCHURE	1,141.00
Subtotal		1,141.00
Tax		
Invoice Total		\$1,141.00
Payment Received		0.00
Total Due		\$1,141.00

Check No:

TERMS: NET - Payable upon receipt of invoice
Accounts unpaid after 30 days, shall be subject to a SERVICE CHARGE of 1.5% PER MONTH
ANNUAL PERCENTAGE RATE OF 18%

Picnic, Play Areas & Facilities

Whether simply lingering by yourself or enjoying a family get-together, Irvine Park has abundant picnic tables and benches. Three playgrounds with well-maintained equipment await your kids and their friends.

Looking for a place for a family reunion, wedding or birthday party? Irvine Park has a wide selection of picnic areas and shelters to fit your needs. Call Parks and Rec at (715) 723-0051 to reserve a shelter or visit www.chippewafalls-wi.gov/pr for more information.

Shelter reservations for the following year will be accepted starting the first working Monday in June at 8:30 a.m.

Facilities in Irvine Park

Site	Cost	Capacity
Main Pavilion	\$250	140-150
Activity Building	\$200	50-70
Bear Den Shelter	\$75	48
Hollow Shelter	\$75	36
Knights of Pythias Shelter	\$75	48
Large Flag Hill Shelter	\$100	75-100
Loretta Cutsforth Shelter	\$75	48
Pine Grove Shelter	\$30	36
Roger Meir Shelter	\$75	36
Band Shell/Gazebo	\$200	150

*Fees are subject to change.

Irvine Park

"A great place to play for over 100 years"



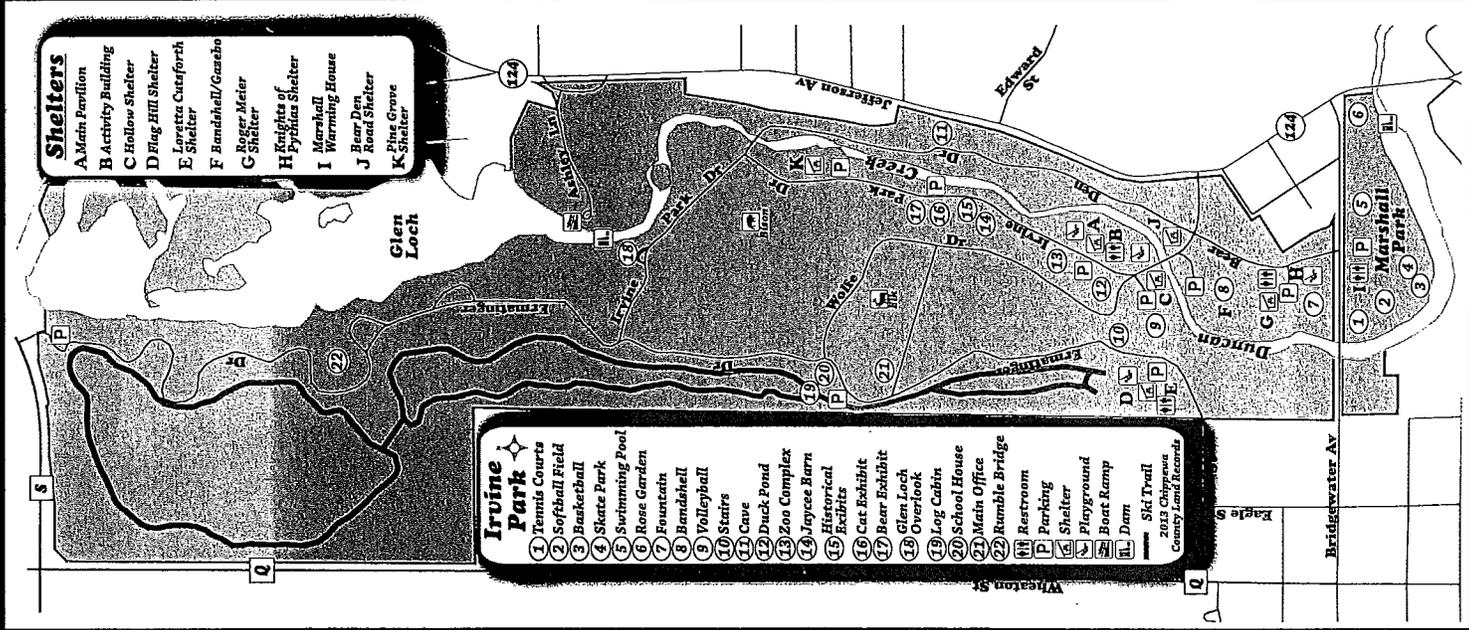
Chippewa Falls Parks, Recreation & Forestry Department

30 W. Central Street
Chippewa Falls, WI 54729

Phone 715-723-0051 • Fax 715-720-6932

Visit: www.chippewafalls-wi.gov/pr for more information

Park facilities are maintained by the City of Chippewa Falls.
*Admission is free, but donations are encouraged.



Produced by Rooney Printing Company, Chippewa Falls, Wisconsin.

Attractions

Irvine Park offers activities and sports for people of all ages, all year 'round. There are full-length, basketball courts and sand volleyball courts. The tennis courts are lit for a quick game after dinner.

In the summer one of the best places to spend your day is at the Bernard F. Willi Pool. Swimmers get thrills from riding down the waterslide!

For you cold weather enthusiasts, Irvine Park has miles of cross-country ski trails: great exercise plus a terrific way to see the park and its wildlife.

Thanksgiving to New Year's Day, the Park is an illuminated Christmas Village with over 60,000 lights and 195 displays! The Christmas Village has been a tradition since 1987, making it a treasured part of Christmas!

Activities

- Basketball Courts
- Volleyball Courts
- Tennis Courts
- Horseshoe Pits
- Picnic Grounds
- Hiking Trails
- Playgrounds
- Outdoor Pool
- Fountain/Splash Pad
- Skateboard Park
- Cross Country Ski Trails
- Christmas Village
- Petting Zoo
- Bird Watching

Irvine Park Zoo

Wildlife is abundant here at Irvine Park Zoo year 'round. We house birds, mammals, and even a couple of reptiles from around the globe. Our picturesque duck pond has been treasured for generations. We are especially proud of our new exhibits that house the Big Cats and American Black Bears. Watch these remarkable animals take a splash in their ponds, and run through their waterfalls!

One of the most popular summer attractions is the Red Barn Petting Zoo. Here visitors can interact with a variety of friendly farm animals, from bunnies to pigs and goats. Kids are invited to explore the Petting Zoo and learn about the animals through touch and play.

Petting Zoo, Open Memorial Day thru Labor Day

* Admission to the zoo is free, but donations are appreciated.

** Your zoo donations will help fund the construction of our new

Welcome Center/Small Mammal/Aviary Building.

Irvine Park History Facts

Chippewa Falls businessman, William Irvine, his firm, Chippewa Lumber and Boom Company, and L. C. Stanley established Irvine Park in 1906 through generous donations of 165 acres of land. Since then, the size of Irvine Park has grown to 318 acres and is a recreational resource for the citizens of Chippewa Falls.

Take a short walk through Irvine Park and you will find many locations and areas with rich history.

The Band Shell, designed in the 19th Century Romantic tradition and erected in 1924 stands as a memorial to "Our Soldiers and Sailors." This popular site is used for summertime concerts and weddings.

The historic Irvine Park Main Pavilion, built in 1908 is a great alternative for your reunions or large group gatherings.

The Sunny Valley Schoolhouse, built in 1903 and the Log Cabin, over 100 years old, are fine examples of our architectural heritage. These buildings are open to the public Sundays & Holidays, 10:00-5:00pm, Memorial Day to Labor Day.

The Rumbly Bridge was erected in 1901

over Duncan Creek near the Park's

back entrance. The Rumbly Bridge is

possibly the only remaining metal truss

in Wisconsin specifically designed as an

ornamental park bridge.

As you walk through the park, there is history at

every turn. Take time to explore and appreciate this

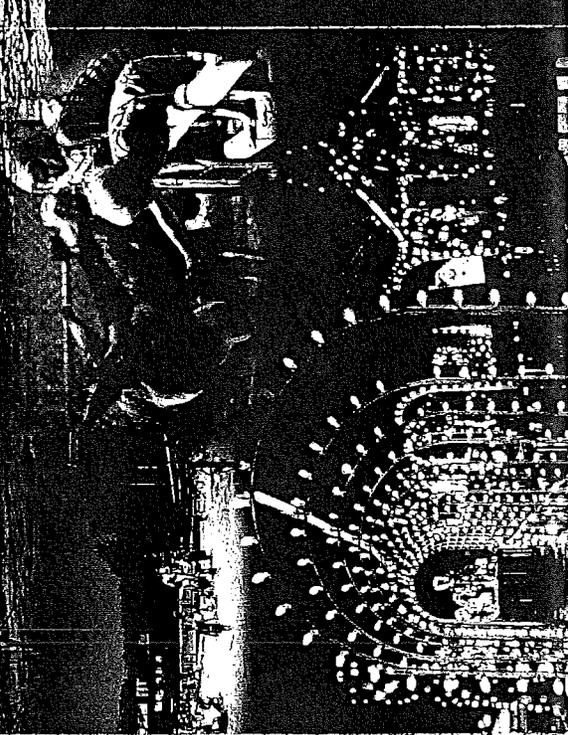
beautiful park.

Did you enjoy Irvine Park?

Please consider the Irvine Park Endowment Fund. This endowment fund will support Irvine Park for you and future generations to enjoy for free. To contribute, please contact **Community Foundation of Chippewa**

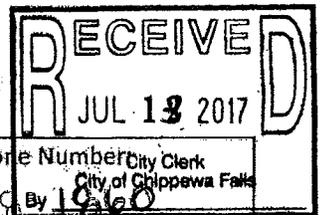
County, Inc. at 715.723.8125 or

visit www.yourlegacyforever.org and click on the green "donate now" button at the top of the page.





CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: <i>Wendy Hutton</i>	Applicant Phone Number: <i>715 828-1860</i>	City Clerk City of Chippewa Falls By: <i>1860</i>
--	--	---

<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: <i>Loop de Lori Loopys Grill and Saloon 10691 City Hwy X Chippewa Falls, WI 54729</i>
--	--

Name of the event: <i>Loop de Lori Triathlon and 5K</i>	Estimated number of persons participating: <i>100</i>
--	--

Date and start and end times requested for street use:
September 9th 10:00 start - September 9th 1pm, end.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Bike section of triathlon will enter Chippewa via 110th St. in Lake Hallie. They will turn onto Canal Street, then use the sidewalk on main St. to the boat launch area

Use, described in detail, for which the street use permit is requested: *at the City Shops*
Bike portion of the triathlon.

City services requested for the event (e.g., Street Department or Police Department staff time):
See attached 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: *Wendy Hutton* Date: *7/12/17*

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None from CPD - Wendy advised they put up their own barricades. 10/2/17

Requirements of Applicant: *Sign for "No Right turn" onto Canal St. (SB) from Main St. Provide Detour from Main St. to Vine St. to Herbert St. to Canal St. Pick up signs, traffic cones and barricades at the city garage (#5 York Riverside Drive) on Friday Sept. 8 prior to 1pm and return Sept 11, 2017. Triathlon volunteers ^{safety} invests to assist at Main/Canal intersection.*

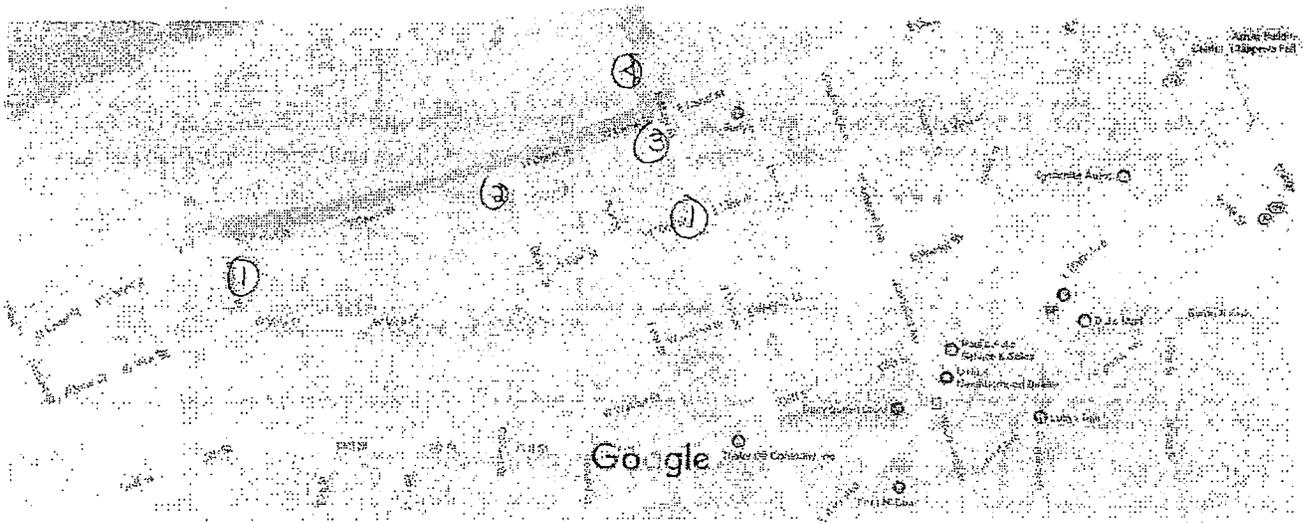
Approved by: *[Signature]* *OK to exit through city garage parking area*
Signature of Chief of Police: *[Signature]* Signature of Director of Public Works: *Richard J. Robyn PE, 7/17/2017*

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

Decision of City Council (required): Approved Denied

Scheduled for 8/1/17 Council Meeting

Google Maps



Map data ©2017 Google United States 200 ft

Road Block Requested for these intersections.

- 1) ~~Herbert St and Canal St.~~
- 2) Mittel St. and Canal St.
- 3) Center St. and Center St.
- 4) The right hand turn lane
on main street onto Canal St.

1) Downbar Signs to place onto Vine St.
and Herbert St. So cars can
be re-routed from the turn
onto Canal St. from 11:00 AM
to 1:00 pm.

* Pick up signs on Friday Sept 8th



RECEIVED
 JUL 14 2017
 City Clerk
 City of Chippewa Falls
 By

**CITY OF CHIPPEWA FALLS
 STREET USE PERMIT APPLICATION**

Applicant Name and Address: 54460 Applicant Phone Number: 715-617-4310
Gerald Fults, 2125. Harding Owen WI

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

Name of the event: Chippewa Falls Antique Show + Sale Estimated number of persons participating: 1,000

Date and start and end times requested for street use:
Wed. Sep. 27th - Sunday Oct. 1st

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

Use, described in detail, for which the street use permit is requested:
sandwich board sign (same as last year)

City services requested for the event (e.g., Street Department or Police Department staff time) 2016
none

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.
Gerald E Fults 7-13-17
 Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
None from CPD. \$6105

Requirements of Applicant:

Approved by: [Signature] 7-18-17 Richard J. Rubey PE 7/19/2017
 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: <i>Dan Sweeney 322 N Bridge St CF</i>	Applicant Phone Number: <i>715-226-0982</i>
--	--

<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:
--	---

Name of the event: <i>Residing the front of Chippewa Candy Shop</i>	Estimated number of persons participating: <i>1</i>
--	--

Date and start and end times requested for street use:
8/3/17 6 AM to 8/4/17 7 PM

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Two parking spots from in front of 322 N Bridge to corner of

Use, described in detail, for which the street use permit is requested:
To park a dump trailer for old siding and park another trailer that has the new siding on it.

City services requested for the event (e.g., Street Department or Police Department staff time)
None

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

Signature of Applicant: *[Signature]* Date: *7/26/17*

OFFICE USE ONLY

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

Requirements of Applicant:

Approved by:

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



CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

RECEIVED
JUL 28 2017

City Clerk
City of Chippewa Falls

Applicant Name and Address: CHIPPEWA FALLS PUBLIC LIBRARY
Applicant Phone Number: 715-726-2740
JOE NIESE 105 W. CENTRAL ST (CF)

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.
TERRI ANDERSON

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
FRIENDS OF THE CHIPPEWA FALLS PUBLIC LIBRARY
105 W. CENTRAL ST. (CF)

Name of the event: SUMMER BOOK SALE - FRIENDS OF THE CHIPPEWA FALLS PUBLIC LIBRARY

Estimated number of persons participating: 200-300

Date and start and end times requested for street use:
AUG 9. (afternoon) - AUG 12 (afternoon)

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
A PORTION OF THE LIBRARY PARKING WILL BE USED. WEST SIDE OF LOT

Use, described in detail, for which the street use permit is requested:
A TENT WILL BE PLACED IN THE LOT TO SELL BOOKS

City services requested for the event (e.g., Street Department or Police Department staff time)
NONE

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted.

Signature of Applicant: Joseph Niese

Date: 7/27/17

OFFICE USE ONLY

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

Requirements of Applicant:

Approved by:

Signature of Chief of Police

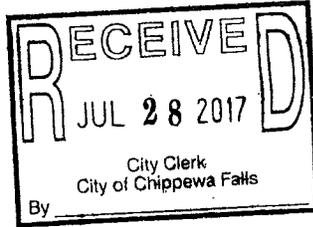
Signature of Director of Public Works

Recommendation of Board of Public Works (if required):

Approved Denied

Decision of City Council (required):

Approved Denied



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: JOE NIESE	Address Of Applicant: CHIPPEWA FALLS PUBLIC LIBRARY 105 W. CENTRAL ST. (CF)
Telephone Number: 715-726-2740	Date And Length Of Time Requested For Use Of Sidewalk: AUG. 7 - 12 DURING LIBRARY HOURS
Description Of The Portion Of Sidewalk To Be Used: SIDEWALK BY FRONT DOOR OF THE PUBLIC LIBRARY	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: SANDWICH BOARD SIGN ADVERTISING ANNUAL SUMMER BOOK SALE	

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 on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner

Joseph K. G. [Signature]

Date Signed

7/27/17

Date of Council Approval

PAID
CITY OF CHIPPEWA FALLS
JUL 21 2017
CITY TREASURER
TR # 53187

Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 7/21/17

Town Village City of Chippewa Falls

County of Chippewa

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
- A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning _____ and ending _____ and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

- (a) Name Wisconsin Baseball Association Over Thirty-five
- (b) Address 18962 145th Avenue, Jim Falls, WI 54748
(Street) Town Village City
- (c) Date organized 2003
- (d) If corporation, give date of incorporation _____
- (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
- (f) Names, addresses and phone numbers of all officers:
- President Rick Berber 607 Main St, P.O. Box 37 Bruce WI 54819
- Vice President Mike Roiger N5085 Bens Lane Medford, WI 54451
- Secretary Rick Rubenzer 18962 145th Ave Jim Falls, WI 54748
- Treasurer Rick Rubenzer 18962 145th Ave Jim Falls, WI 54748
- (g) Name and address of manager or person in charge of affair: Rick Rubenzer, 18962 145th Ave Jim Falls, WI 54748

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

- (a) Street number Cannon Field at Casper Park Chippewa Falls, WI 54729
- (b) Lot _____ Block _____
- (c) Do premises occupy all or part of building? Concession and Ball Diamond Area Only
- (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: _____
- (e) Will minors be present? Yes Reason for minors being present: Family Baseball Tournament
Security measures: _____

3. Name of Event

- (a) List name of the event Wisconsin Baseball Association Over 35 State Baseball Finals
- (b) Dates and times of event August 25-27, 2017 8 AM until Midnight Tournament

DECLARATION

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

Wisconsin Baseball Association Over 35 Baseball
(Name of Organization)

Officer Rick Rubenzer 7/21/2017
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval [Signature]

Date 07/25/17 Wisconsin Department of Revenue

BPM
7/24/17

**AN ORDINANCE AMENDING
SECTION, § 17.29 C-2 GENERAL COMMERCIAL DISTRICT AND SECTION, § 17.31
C-4 HIGHWAY COMMERCIAL DISTRICT OF THE CITY OF CHIPPEWA FALLS
MUNICIPAL CODE, CHIPPEWA FALLS, WISCONSIN**

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

1. That § 17.29 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.29 C-2 General Commercial District

•••

(5) PERMITTED USES

(i) Interior unit self-service storage facility consisting of a building with all units having an access door from an interior hallway. There shall be a separate secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

2. That § 17.31 (5) of the Chippewa Falls Municipal Code be amended to include as follows:

17.31 C-4 Highway Commercial District

•••

(5) PERMITTED USES

(n) Interior unit self-service storage facility consisting of a building with all units contained within that building and all units having an access door from an interior hallway. There shall be a separate, secure 24 hour access entrance to interior units. Operations shall include a retail store front of related commercial activity.

DATED this 15th day of August, 2017.

FIRST READING: August 1, 2017

SECOND READING: August 15, 2017

ADOPTED: _____

Council President

APPROVED: _____

Gregory S. Hoffman, Mayor

ATTEST: _____

Bridget Givens, City Clerk

PUBLISHED: _____

RESOLUTION NO. 2017-35

**PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY
SPECIAL ASSESSMENTS UNDER CHAPTER 66.0701 WISCONSIN STATUTES &
CHAPTER 3.08 OF THE CODE OF ORDINANCES OF
THE CITY OF CHIPPEWA FALLS, WISCONSIN**

**BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF
CHIPPEWA FALLS, WISCONSIN:**

1. The Common Council of the City of Chippewa Falls, Wisconsin, hereby declares its intention to exercise its police power under Chapter 66.0701 Wisconsin Statutes and Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

2. The property to be assessed for the following described improvements includes all property fronting on both sides of the following streets:

A. Pond Street (Bridge Street to High Street)

1. Removal and replacement of deficient curb and gutter.
2. Removal and replacement of deficient sidewalks.
3. Remove existing driveways and replace them with concrete driveways in the public right of way.
4. Removal and replacement of deficient street surfacing.

3. The Common Council of the City of Chippewa Falls determines that these improvements constitute an exercise of the police power for the health, safety and general welfare of the municipality and its inhabitants.

4. The Director of Public Works is directed to prepare a report which shall consist of:

- a) Plans and specifications for the improvements.
- b) A schedule of proposed special assessments.
- c) An estimate of the cost of the proposed improvements.

5. Upon completing the report, the Director of Public Works is directed to file a copy thereof in the City Clerk's office for public inspection.

6. Upon receiving the report of the Director of Public Works, the City Clerk is directed to give a Class I notice of public hearing on such report. A copy of such notice shall also be mailed at least ten (10) Days before the hearing or proceedings to every interested person whose post office address are known or can be ascertained with reasonable diligence. The hearings shall be held in the Council Chambers in City Hall at a time set by the City Clerk, and which hearing shall commence not less than ten or not more than forty days after such publications.

7. Upon adoption, the City Clerk shall mail a copy of the Preliminary Resolution to every interested party whose post office address is known or can be ascertained with reasonable diligence.

RESOLUTION NO. 2017-35

Dated this 1st day of August, 2017.

ADOPTED: _____

Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

PUBLISHED: _____

RESOLUTION

WHEREAS, the Board of Public Works at its February 22, 2016 meeting, recommended that the City Engineering Department rate all the surfaces of the alleys in the downtown area.

WHEREAS, the Board of Public Works at its February 27, 2017 meeting, recommended the Common Council approve spending approximately \$20,000 of the \$100,000 budgeted for the street resurfacing program to begin resurfacing downtown alleys whose surfaces are in the worst condition, in the fall of 2017 or 2018. In addition that the \$6.75 per linear foot of alley be confirmed, notice be given to all alley adjacent property owners, a public information meeting and a public hearing be conducted and a special charge be assessed for alley paving.

WHEREAS, the Board of Public Works at its July 10, 2017 meeting recommend that the following alleys be resurfaced

- A. **Alley through Block 9, Allen's Addition**
(Bound by Bridge Street, Birch Street, Bay Street and Willow Street)
- B. **Alley through Block 17, Allen's Addition**
(Bound by Bridge Street, Spruce Street, Bay Street and Birch Street)
- C. **Alley through Block 18, Allen's Addition**
(Bound by Bay Street, Spruce Street, Island Street and Birch Street)
- D. **Alley through Block 6, Allen's Addition**
(Bound by Bay Street, Willow Street, Island Street and Columbia Street)

and a special charge of \$6.75 per linear foot be assessed to property owners after conducting a public hearing to consider paving of the same.

WHEREAS, the Common Council at its July 18, 2017 meeting approved the July 10, 2017 minutes of the Board of Public Works.

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

1. That the Director of Public Works is authorized to cause the above described alleys to be blacktopped under current City alley paving policies.
2. That the cost be charged to the abutting property at the rate of \$6.75 per front foot abutting the alley as a special charge under 66.0627 of the Wisconsin Statutes.
3. That all such charges shall be due and payable when billed and any charge not paid

RESOLUTION NO. 2017-36

when due shall become a lien upon the property assessed as of the date of such delinquency and shall be extended upon the tax roll as a delinquent tax against the property.

4. That upon adoption, the Director of Public Works shall cause a copy of this resolution to be mailed to each interested person whose address is known or can be ascertained by reasonable diligence. Mailing of this adopted resolution shall serve as notice of a special charge specified in Chapter 66.0627 (3) (a) of the Wisconsin Statutes.

Dated this 1st day of August 2017

ADOPTED: _____

Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

PUBLISHED: _____

**RESOLUTION CONCERNING
COMPLETION OF WILLOW CREEK SUBDIVISION PHASE III
UTILITIES AND INFRASTRUCTURE**

WHEREAS, the City of Chippewa Falls and Westwood Land Company have entered into a Developer's Agreement for the construction of Willow Creek Subdivision Phase III; and

WHEREAS, project contractor Heartland Construction has completed underground infrastructure, street signs and surface work for lots 83 – 90 and lots 97 – 102 of Willow Creek Subdivision Phase III; and

WHEREAS, said underground infrastructure and surface work on the said lots of Willow Creek Subdivision Phase III has been inspected and tested and found to be in compliance with City of Chippewa Falls standards, ordinances and specifications.

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

That the City of Chippewa Falls declares open and accepts the infrastructure, (except for street lights, which will be completed when scheduled with Xcel Energy), and street surface treatment for lots 83 – 90 and lots 97 – 102 of Willow Creek Subdivision Phase III.

Dated this 1st day of August, 2017.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

RESOLUTION REGARDING EXEMPTION FROM LIBRARY LEVY

WHEREAS, the City of Chippewa Falls desires to be exempt from the Library portion of the General Tax Levy for Chippewa County.

NOW, THEREFORE BE IT RESOLVED, that pursuant to Wisconsin Statutes 43.64(2) the City Clerk for the City of Chippewa Falls, Wisconsin be and is authorized to execute an application for an Exemption from Library Levy and deliver the same to the County Clerk of Chippewa County, Wisconsin.

Dated at Chippewa Falls this 1st day of August, 2017.

Council President

ADOPTED: _____

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 6, 2017

► **REQUIRES IMMEDIATE ACTION** ◀
Sport Fish Restoration
Grant# F95P56.2_GLENLOCH
Grant Amount: \$38,500.00

Richard Hebert, Parks Director
City Of Chippewa Falls
30 W Central St
Chippewa Falls, WI 54729

Dear Mr Hebert:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Chippewa Falls Glen Loch Fishing Pier*

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Luke Albers at the Northeast Region, 2984 Shawano Ave, Green Bay, WI 54313. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: April 11, 2017 through October 31, 2018. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: Your reimbursement check will be mailed to City Of Chippewa Falls, Richard Hebert, 30 W Central St, Chippewa Falls, WI 54729. Please notify us if this is not the correct person to receive checks.

Changes to the approved project scope may not be made without prior approval from the Department.

Please note: To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aids/Grants.html>. Snowmobile and Off-Road Vehicle Council established rates, supersede the DOT rates and are available on those web pages.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Luke. Feel free to contact Luke at 920-662-5168, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Mary Rose Teves, Director
Bureau of Community Financial Assistance

C: Luke Albers - NER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor City Of Chippewa Falls	Project Number F95P56.2_GLENLOCH								
Project Title City of Chippewa Falls Glen Loch Fishing Pier									
Period Covered by This Agreement April 11, 2017 Through October 31, 2018	Name of Program Sport Fish Restoration CFDA 15.605								
Project Scope and Description of Project The City of Chippewa Falls intends to construct two fishing piers, a fishable boardwalk, and ADA parking at Glen Loch Lake. This project will provide shore fishing access for residents, especially those with disabilities. Fishing access is currently very limited.									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table border="0"> <tr> <td>Total Project Cost</td> <td style="text-align: right;">\$232,693.91</td> </tr> <tr> <td>Cost-Share Percentage</td> <td style="text-align: right;">16.55%</td> </tr> <tr> <td>State Aid Amount</td> <td style="text-align: right;">\$38,500.00</td> </tr> <tr> <td>Project Sponsor Share</td> <td style="text-align: right;">\$194,193.91</td> </tr> </table>	Total Project Cost	\$232,693.91	Cost-Share Percentage	16.55%	State Aid Amount	\$38,500.00	Project Sponsor Share	\$194,193.91	<ol style="list-style-type: none"> 1. Chapter NR 7, Wisconsin Administrative Code 2. Application Dated 01/28/2016 3. US Fish & Wildlife Service Fish Management in Wisconsin – Fishing Piers Grant F95P56 / F17AF00182
Total Project Cost	\$232,693.91								
Cost-Share Percentage	16.55%								
State Aid Amount	\$38,500.00								
Project Sponsor Share	\$194,193.91								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Sport Fish Restoration and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$38,500.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 16.55 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The sponsor shall implement and maintain proper soil erosion and sediment control best management (BMPs) practices during construction of the project. Erosion and sediment control BMPs shall be accomplished using the guidelines in the Wisconsin Stormwater Technical Standards available via the internet at <http://dnr.wi.gov/runoff/stormwater/techstds.htm>. BMPs shall be properly installed, and maintained to function as intended until the project site is stabilized. All temporary erosion and sediment control practices (e.g. silt fence, etc.) shall be removed once the construction site has undergone final stabilization. Construction sites associated with land disturbing activities over one acre and grading sites of 10,000 sq. ft., or more on the bank of a navigable waterway require an erosion control and stormwater management plan prepared by the sponsor. Construction sites disturbing one or more acres of land require coverage under a construction site stormwater discharge permit prior to commencing any land disturbing construction activity.
2. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state or local agencies must be obtained prior to project construction and complied with fully during project construction.
3. The sponsor agrees that if any fees are to be imposed for use of the public access, such fees shall not exceed the fee charged for daily entrance to state parks and forest areas, unless a higher fee is approved by the Department under NR 1.93, Wis. Adm. Code
4. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to an ADA-accessible main walkway and/or parking lot.
5. Prior to construction, the sponsor must provide Wisconsin Department of Natural Resources Bureau of Facilities and Lands' Engineering Section with a copy of the engineering specifications and design drawings stamped by a Wisconsin Registered Professional Engineer for review and approval.
6. The sponsor agrees to maintain the access site for the useful life of the project (20 years).
7. The federal funds for this project are part of a Sportfish Restoration grant, F95P56 / F17AF00182, awarded to the Department of Natural Resources and administered by the US Fish and Wildlife Service. As a subrecipient of these federal funds, the sponsor agrees to comply with the following federal financial administration requirements: 2CFR Part 225 for cost principles, Office of Management and Budget (OMB) circulars A-102 for administrative requirements and A-133 for audit requirements, and Federal Rules 50CFR Part 80 and 43 CFR Part 12. The sponsor agrees to have an audit in accordance with OMB circular A-133 if they expend \$500,000 or more federal awards during the year.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

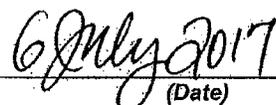
STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)



(Date)

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 6, 2017

► **REQUIRES IMMEDIATE ACTION** ◀
Sport Fish Restoration
Grant# F95P58 GLENLOCH
Grant Amount: \$87,965.00

Richard Hebert, Parks Director
City Of Chippewa Falls
30 W Central St
Chippewa Falls, WI 54729

Dear Mr Hebert:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the following project: *City of Chippewa Falls Glen Loch Boat Access*

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Luke Albers at the Northeast Region, 2984 Shawano Ave, Green Bay, WI 54313. Your grant is not official until you have returned the signed copy. Please read the items checked below. They apply to your project and grant award.

Grant Award Time Period: April 11, 2017 through October 31, 2018. All project activities must occur within this time period to be eligible costs for reimbursement.

Reimbursement Check: Your reimbursement check will be mailed to City Of Chippewa Falls, Richard Hebert, 30 W Central St, Chippewa Falls, WI 54729. Please notify us if this is not the correct person to receive checks.

Changes to the approved project scope may not be made without prior approval from the Department.

Please note: To simplify record keeping on chargebacks for equipment referenced in county machinery agreements, we will use rates established by the Department of Transportation (DOT). The correct version of the DOT rates will be indicated on your grant web page located at <http://dnr.wi.gov/Aids/Grants.html>. Snowmobile and Off-Road Vehicle Council established rates, supersede the DOT rates and are available on those web pages.

Reimbursement claim forms and/or financial administration information can be found by going to: <http://dnr.wi.gov/Aid/forms.html>. Please submit reimbursement claim forms for your project to Luke. Feel free to contact Luke at 920-662-5168, if you have any questions about your grant award or the reimbursement procedures. You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Mary Rose Teves".

Mary Rose Teves, Director
Bureau of Community Financial Assistance

C: Luke Albers – NER

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss.19.31 - 19.39, Wis. Stats].

Grantee/Project Sponsor		Project Number	
City Of Chippewa Falls		F95P58 GLENLOCH	
Project Title			
City of Chippewa Falls Glen Loch Boat Access			
Period Covered by This Agreement		Name of Program	
April 11, 2017 Through October 31, 2018		Sport Fish Restoration Boat Access Grant F17AF00160 CFDA 15.605	
Project Scope and Description of Project			
<p>The City of Chippewa Falls is initiating a project in Erickson Park on Glen Loch Lake with the goal of developing a boat launch and amenities. This will include a concrete boat ramp with a floating dock, a paddlecraft launch, a vault toilet, and a widened road with parking. Currently no developed launch exists on the lake limiting users.</p>			
PROJECT FINANCIAL ASSISTANCE SUMMARY:		The following documents are hereby incorporated into and made part of this agreement:	
Total Project Cost	\$181,668.20	<ol style="list-style-type: none"> 1. Chapter NR 7, Wisconsin Administrative Code 2. Application Dated 01/28/2016 3. U.S. Fish and Wildlife Service Fish Management in Wisconsin – Boat Access F-95-P-58 / F17AF00160 	
Cost-Share Percentage	48.42%		
State Aid Amount	\$87,965.00		
Project Sponsor Share	\$93,703.20		

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Sponsor mutually agree to perform this agreement in accordance with the Sport Fish Restoration and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Sponsor by the Department in writing without the requirements of Sponsor signature.
3. Failure by the sponsor to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Project Sponsor:

4. Agrees to comply with all applicable Wisconsin Statutes and Wisconsin Administrative codes in fulfilling terms of this agreement. In particular, the Sponsor agrees to comply with the provisions of Chapter NR 7, Wis. Adm. Code, as well as comply with all applicable local and state contract and bidding requirements. The sponsor should consult its legal counsel with questions concerning contracts and bidding.
5. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
6. Agrees, to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Sponsor's employees, agents or representatives.
7. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Sponsor fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Sponsor fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
8. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Status, sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Sponsor further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Sponsor agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Department:

9. Promises, in consideration of the covenants and agreements made by the Sponsor, to obligate for the Sponsor the amount of \$87,965.00, and to tender to the Sponsor that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing 48.42 percent of eligible project costs. The Sponsor promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.
10. Agrees that the Sponsor shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department reserves the right only to inspect the job site or premises for the sole purpose of insuring that the performance is progressing or has been completed in compliance with the agreement. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Sponsor or the Sponsor's employees or agents. The Sponsor is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

B. Special Conditions:

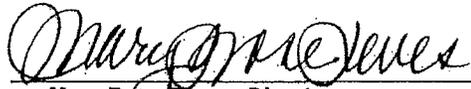
The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. The sponsor agrees that if any fees are to be imposed for use of the public access, such fees shall not exceed the fee charged for daily entrance to state parks and forest areas, unless a higher fee is approved by the Department under NR 1.93, Wis. Adm. Code.
2. All regulatory permits and approvals, including water and wetland regulatory permits and approvals, required by federal, state, or local agencies must be obtained prior to project construction and complied with fully during project construction.
3. The sponsor agrees to display a sign at the site acknowledging funding through the Federal Aid in Sport Fish Restoration Act and the Wisconsin Department of Natural Resources.
4. All facilities constructed with assistance from this program must be accessible to persons with disabilities. All facilities developed with these grant funds shall be connected by linkage trails to a main walkway and/or parking lot.
5. Prior to construction, the sponsor must provide Wisconsin Department of Natural Resources Bureau of Facilities and Lands' Engineering Section with a copy of the engineering specifications and design drawings stamped by a Wisconsin Registered Professional Engineer for review and approval.
6. The sponsor agrees to maintain the access site for the useful life (20 years) of the project.
7. The federal funds for this project are part of a US Fish & Wildlife Sport Fish Restoration Boat Access Grant, Federal grant number F-95-P-58 / F17AF00160, CFDA # 15.605, awarded to Department of Natural Resources and administered by the U.S. Fish and Wildlife Service. As a subrecipient of these federal funds, the sponsor (DUNS number 831760918) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"). The sponsor agrees to have an audit performed in accordance with the Uniform Guidance if the sponsor expends \$750,000 or more in federal funds during the fiscal year.

The persons signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By 
Mary Rose Teves, Director
Bureau of Community Financial Assistance

(Title)

(Date)



(Date)