

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, January 18, 2022 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

The meeting may be viewed via livestream at the
www.chippewafalls-wi.gov/council livestream link.

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of January 4, 2022.
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 January 10, 2022.
 - (b) Consider Plan Commission minutes of January 10, 2022.
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of January 11, 2022.
 - (b) Park Board minutes of January 11, 2022.
 - (c) Library Board minutes of December 15, 2021.
8. **APPLICATIONS**
 - (a) Consider Application for Temporary Class “B” Beer Retailer’s License from McDonell Music Booster Club for Mardi Gras to be held at McDonell Central Catholic High School, 1316 Bel Air Blvd, on February 12, 2022.
 - (b) Consider Appointment of Brenda Gabriela Reynua as Successor Agent for Badger State Hospitality, 1009 W Park Avenue, in relation to their alcohol beverage license.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR’S REPORT**
 - (a) Proclamation declaring January 27, 2022 as Big Brothers Big Sisters Thank Your Mentor Day.
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) Consider **Ordinance #2022-01 Entitled:** An Ordinance Creating a No Parking Zone on Northview Lane - §7.09(1)(b) of the Chippewa Falls Municipal Code.
 - (b) Consider **Ordinance #2022-02 Entitled:** Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin.
 - (c) First Reading of **Ordinance #2022-03 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (904 Therbrook Street from R-1C Single Family Residential District to R-2 Two Family Residential District).
14. **RESOLUTIONS**
 - (a) Consider **Resolution #2022-02 Entitled:** Preliminary Resolution Declaring Intent to Levy Special Assessments Under Chapter 66.0701 Wisconsin Statutes and Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.
 - (b) Consider **Resolution #2022-03 Entitled:** Resolution Regarding 2022 Special Assessment Rates.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider MS4 Permitted Municipal Agreement for Stormwater Education and Outreach Coordination by Rain to Rivers of Western Wisconsin, Inc. and authorize Assistant City Engineer to act as permittee representative.

(b) Discuss and consider 2022 Amendment to Agreement with Ayres Associates, Inc. for Nelson Road Landfill groundwater sampling, analysis, and reporting.

(c) Discuss and consider agreement with Ayres Associates, Inc. to apply for grant and design improvements at the Glen Loch Dam.

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.

Due to COVID-19, public attendance is at your own risk.

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 January 14, 2022 at 9:55 am 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, January 4, 2021 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, Chris Gilliam, Chuck Hull, Hayden Frey, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Police Chief Matt Kelm, Fire Chief Lee Douglas, Library Director Joe Niese, and City Clerk Bridget Givens.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Monarski/Frey** to approve the minutes of the Regular Council Meeting of December 21, 2021. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Tourism Director, Jackie Boos, was unable to attend the meeting to provide a tourism update.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of December 27, 2021 was cancelled due to a lack of agenda items.

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

(a) **Motion by Kiefer/Hiess** to approve the Committee on Committees minutes of January 4, 2022. **All present voting aye, motion carried.**

APPLICATIONS

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

Motion by Monarski/Nadreau to approve items (a) – (b) as follows:

(a) Application for Class "E" Dance and Live Music License from the McDonell Alumni Association for McDonell Central Catholic High School, 1316 Bel Air Blvd, on January 15, 2022.

(b) Street Use Permit Application from Chippewa Falls Main Street for the 2022 Great Race Event to be held on June 24, 2022 from 9:00 am – 4:00 pm utilizing various City Streets.

All present voting aye, motion carried.

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) The First Reading of **Ordinance #2022-01 Entitled:** An Ordinance Creating a No Parking Zone on Northview Lane - §7.09(1)(b) of the Chippewa Falls Municipal Code was held.

(b) The First Reading of **Ordinance #2022-02 Entitled:** Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin was held.

RESOLUTIONS

(a) Motion by Hiess/Kiefer to approve Resolution #2022-01 Entitled: A Resolution to Combine Wards in the City of Chippewa Falls for Election Purposes. Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Hull, Frey, Nadreau, Monarski. Motion carried.

OTHER NEW/UNFINISHED BUSINESS - None

CLAIMS

(a) Motion by Kiefer/Monarski to approve the claims as recommended by the Claims Committee.

City General Claims:	\$203,883.52
Authorized/Handwritten Claims:	\$0.00
Department of Public Utilities:	\$41,664.53
Total of Claims Presented	<u>\$245,548.05</u>

Roll Call Vote: Aye – Kiefer, Monarski, Gilliam, Hull, Frey, Nadreau, Hiess. Motion carried.

CLOSED SESSION - None

ADJOURNMENT

Motion by Hiess/Frey to adjourn at 6:37 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JANUARY 10, 2022 - 5:30 PM**

The Board of Public Works met in City Hall on Monday, January 10, 2022 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Hayden Frey and Tom Hubbard. Also attending were Assistant City Engineer Bill McElroy P.E. and Alderperson Jason Hiess.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the December 13, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works discussed the attached City of Chippewa Falls Municipal Code Chapter 7.09 Parking Restrictions, (3) Overnight Parking, (c) Thirty-Minute Parking. Alderperson Gilliam had received a request from a constituent to allow parking in the boulevard through a permit process. Director of Public Works Rubenzer noted that existing code 7.09(3)(c) allowed for boulevard parking with the street use permit process. He stated that the Board of Public Works and Common Council had considered allowing parking in the boulevard after requests in 2017 but had not allowed any boulevard parking. He continued that if someone parks eight feet or more in back of the edge of pavement or curb where no sidewalk exists, space for snow storage then existed. He stated that alternate side parking was investigated every year but that it was estimated to cost an extra \$10,000 per six inch or greater snowfall if the alternate side parking option were chosen. To this point in time, the Council has chosen not to implement the alternate side parking option. Mayor Hoffman thought the present Council should discuss existing Chippewa Falls Municipal Code 7.09(3)(c). Director of Public Works Rubenzer stated that neither Street Manager Ruf or Police Chief Kelm wanted to be making decisions about what criteria would allow parking in the boulevard.
Motion by Hoffman, seconded by Rubenzer to take no action to revise attached City of Chippewa Falls Municipal Code Chapter 7.09 Parking Restrictions, (3) Overnight Parking, (c) Thirty-Minute Parking but to recommend the Common Council discuss any such revision. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached 2022 Amendment to Agreement with Ayres Associates, Inc. for Nelson Road Landfill Groundwater Sampling, Analysis and Reporting. Director of Public Works Rubenzer noted that this is an annual requirement from WDNR to sample, analyze and report results of seventeen wells located on Nelson Road Landfill and four private wells from residences around Nelson Road Landfill. He stated that this annual sampling had once involved significantly more wells in the early 1990's for around thirteen or fourteen thousand dollars. The Nelson Road Landfill was abandoned around 1980. A well reduction study was performed and implemented in 2008.
Motion by Hoffman, seconded by Hubbard to recommend the Common Council approve the attached 2022 Amendment to Agreement with Ayres Associates, Inc. for Nelson Road Landfill Groundwater Sampling, Analysis and Reporting in an amount not to exceed \$9,700. **All present voting aye. MOTION CARRIED.**

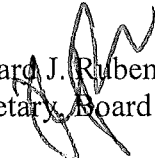
4. Assistant City Engineer Bill McElroy presented the attached Preliminary Resolution Declaring Intent to Levy Special Assessments for 2022. Assistant City Engineer McElroy requested that the limits of the Cliff Street Project be reduced by a block from Edna Street to Main street instead of from Eva Street to Main Street. This section between Edna St. and Eva St. has a surface rating of 5, where 10 is new and the underground utilities are not as old as originally thought. The rest of Cliff Street has a surface rating of 2 and 3.

Motion by Rubenzer, seconded by Hubbard to recommend the Common Council approve the attached Preliminary Resolution Declaring Intent to Levy Special Assessments for 2022 with the change in limits of the Cliff Street Project from Edna Street to Main Street. **All present voting aye. MOTION CARRIED.**

5. Assistant City Engineer McElroy presented the attached 2022 Special Assessment Rates and corresponding resolution. He stated that rates were based on 2021 actual prices and noted that sanitary sewer main prices were reduced by \$1.75 per front foot from 2021, watermain increased by \$0.75 per front foot, sanitary services increased by \$75 per service and street surface rates remained the same as 2021.

Motion by Hubbard, seconded by Rubenzer to recommend the Common Council approve the attached resolution for 2022 Special Assessment Rates and corresponding resolution. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Hubbard, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:05 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on Monday, December 27, 2021 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, DECEMBER 27, 2021

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 13, 2021 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 13, 2021 at 5:30 PM. Attending were Mayor Greg Hoffman, Tom Hubbard, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer and Alderperson Hayden Frey. Assistant City Engineer Bill McElroy also attended and those on the attached attendance roster.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the October 11, 2021 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

Motion by Rubenzer, seconded by Hubbard to move item 3 to item 2. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered and discussed the request from the Willow Creek Masters Homeowners Association to restrict or prohibit parking on Northview Lane. Director of Public Works Rubenzer provided background information regarding the request. He indicated that Northview Lane narrows from 38 feet width to a 30 foot width as it turns north-south. Sander Englesgjerd, 1819 Luke Place, commented that when vehicles are parked on the street, visibility at the intersection is reduced and bi-directional traffic is not possible. Alan Alden, 1744 Timber Trail, agreed and added similar comments.

Motion by Hubbard, seconded by Rubenzer to recommend the Common Council amend Chippewa Falls Municipal Code 7.09 (1) (b) to prohibit parking on the north/east side of Northview Lane from Timber Trail to 280 feet to the southeast. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered and discussed the 2022-2026 Capital Improvement plan as presented in the attachments. Assistant City Engineer McElroy provided an overview and background information of the projects included in the 2022-2026 plan detailing changes and additions made from the previous plan. Mayor Hoffman inquired about how additional mileage could be added to the program. Assistant City Engineer McElroy responded that in the proposed plan included additional funding for non-structural overlays and that several projects within the proposed plan included full utility replacements which increases project overall cost and complexity.

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the 2022-2026 Capital Improvement Plan as presented and accept the corresponding resolution. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Hubbard, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:52 P.M.



William M. McElroy, PE for
Richard J. Rubenzer, PE
Secretary, Board of Public Works

BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: 12/13/2021

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
BILL McELROY		CITY OF CHIPPEWA FALLS		
Sander Emselsofer	1819 Luke Pl	CITY, C.F.	715-723-2527	SJE@LOR@me.com
Alan Alden	1744 Timber Trail	Chippewa Falls	715-383-9111	ajalden52@gmail.com

7.09 - PARKING RESTRICTIONS.

(3)OVERNIGHT PARKING. (Am. #81-34)

(c)Thirty-Minute Parking. (Am. #2017-15) No person shall park or leave parked any vehicle on any street, alley, highway or any right-of-way area, including any boulevard area, in the City for more than 30 minutes between 2 a.m. and 6 a.m. from November 15 of one year to March 31 of the following year. The Street and Utility Maintenance Manager and the Chief of Police, by mutual agreement, are authorized to suspend enforcement of this subsection prior to April 1 if weather permits. From April 1 through November 14 of each year, this paragraph shall be effective only in the downtown area as defined in subparagraph (a)2. of this section. This paragraph shall not prohibit necessary parking by licensed health professionals on professional calls or restrict parking on boulevard areas where otherwise permitted such as by a street use permit.

AMENDMENT TO AGREEMENT

Amendment Dated December 22, 2021

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (CLIENT) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES:

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The Plan Modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled annually in September.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently approved methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

Upon WDNR request for additional monitoring well information, including survey data, Ayres Associates will assist the City with reporting of requested data.

COMPENSATION:


CONSULTANT's services will be charged at a fixed fee not to exceed \$9,700.00, which includes laboratory fees and the gas meter rental fee.

PERIOD OF SERVICE:

The following schedule is estimated to complete the Services:

<u>TASK</u>	<u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u>
Sampling	March and September 2022
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Chippewa Falls</u> CLIENT <hr/> <hr/> <hr/> <hr/>	 (Signature) (Typed Name) (Title) (Date)	<u>Ayres Associates Inc</u> CONSULTANT  <hr/> Ben Peotter, PE <hr/> Manager – Wisconsin Environmental Services <hr/> December 22, 2022 <hr/>
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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. Mansfield Street (Wheaton Street to Pearl Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing

B. Cliff Street ^{Edna} (~~Edna~~ Street to Main Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Preparation for and construction of curb and gutter

RESOLUTION NO. 2022-XX

C. Therbrook Street (Badger Street to Palmer Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing

D. Stanley Street (Perry Street to St. Augustine Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Preparation for and construction of sidewalk where it does not currently exist and is deemed necessary

E. Wheaton Street (Dwight Street to Bridgewater Avenue)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Retaining walls

RESOLUTION NO. 2022-XX

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.

Dated this 18th day of January, 2022.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____

RESOLUTION REGARDING 2022 SPECIAL ASSESSMENT RATES

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

That the following schedule be and is hereby adopted as the front foot special assessment rates to be charged against abutting property for the installation of the following facilities in the City of Chippewa Falls, WI.

1. Grading and Graveling - \$17.00 per front foot of abutting property.
2. Sanitary Sewer Main
 - a) New construction - \$28.25 per front foot of abutting property
 - b) Replacement - \$28.25 per front foot of abutting property, prorated for 75 year life of old main.
3. Water Main
 - a) New construction - \$30.75 per front foot of abutting property
 - b) Replacement - \$30.75 per front foot of abutting property, prorated for 75 year life of old main
4. Curb and Gutter
 - a) New construction - 100% of the cost, as bid annually.
 - b) Replacement - 100% of the cost of removal & replacement, as bid annually.
5. Preparation for Curb and Gutter on streets that have been graded and graveled in a previous year.
 - a) \$3.00 per front foot of abutting property.
6. Sanitary Sewer Laterals
 - a) New construction - 100% of the cost.
 - b) Replacement - \$1050.00/each.
7. Water Services (Actual Cost) New and replacement, in accordance with Public Service Commission rules.
8. Sidewalks
 - a) New construction - 100% of the cost.
 - b) Replacement - 100% of the cost.
9. Driveways
 - a) New construction - 100% of the cost
 - b) Replacement - 100% of the cost

10. Street Surfacing -Assessed per front foot of abutting property based on street width:
 - a) \$20.75 for 34' face of curb to face of curb or wider.

11. Retaining Walls
 - a) New construction - 100% of the cost.
 - b) Replacement - 100% of the cost.

All Resolutions in conflict herewith are hereby repealed.

This Resolution shall be effective immediately upon passage.

Dated this 18th day of January, 2022.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

2022 Special Assessment Rate Computations

Completed By: WMM - 11/29/2021

A. Grade, Gravel, Open

Street Parameters: 34' F-F, 3" HMA Pavement, 9" Base Aggregate Dense 1 1/4"

Items:	Width ft	Depth ft	CF/CY	CY/FT
Common Excavation	37	1	0.04	1.37
Base Aggregate Dense 1-1/4-Inch	37	0.75	0.04	1.03

Costs:	Unit CY/FT	Unit Price CY	Price/FT
Common Excavation	1.37	\$7.75	\$10.62
Base Aggregate Dense 1-1/4-Inch	1.03	\$19.58	\$20.12
Total			\$30.74
Total W/10% for Intersections			\$33.82
Total per Side of Frontage			\$16.91

Recommend \$17.00 FT/ of Frontage

B. HMA Pavement

Items:	Width ft	Length ft	Depth	LBS/SY/IN	Tons/FT
HMA Pavement	30	1	3.00	113.00	0.57

Costs:	Unit Tons/FT	Unit Price Ton	Price/FT
HMA Pavement	0.57	\$66.60	\$37.63 FT/of Street
Total			\$37.63
Total W/10% for Intersections			\$41.39
Total per Side of Frontage			\$20.70

Recommend \$20.75 FT/ of Frontage

C. Water main

Items/Cost:	Unit	Quantity	Unit Price	Total
Water main, 6-8-Inch(Inc. Hyd lead)	LF	312	\$37.10	\$11,575.20
Fire Hydrant	Each	1	\$3,916.67	\$3,916.67
Gate Valve, 6-8-Inch(also 1 hyd. Valve)	Each	2	\$1,450.00	\$2,900.00
Connect to Existing Water main	Each	1	\$796.67	\$796.67
Total				\$19,189
Total per FT (312 FT Calculated)				\$61.50
Total per Side of Frontage				\$30.75

Recommend \$30.75 FT/ of Frontage

D. Sanitary Sewer

Items/Cost:	Unit	Quantity	Unit Price	Total
Sanitary Sewer Main, 8-Inch	LF	312	\$30.98	\$9,665.76
Sanitary Manhole 4-Ft Diameter	Each	1	\$2,385.00	\$2,385.00
Sanitary Manhole Cover	Each	1	\$525.00	\$525.00
Connect to Existing Sanitary Sewer	Each	1	\$510.00	\$510.00
				\$13,086
Total per FT (232 FT Calculated)				\$56.40
Total per Side of Frontage				\$28.20

Recommend \$28.25 FT/ of Frontage

E. Sanitary Service

Items/Cost:	Unit	Quantity	Unit Price	Total
Sanitary Service Pipe, 4-6-Inch	LF	33	\$26.45	\$872.85
Sanitary Wye, 8"x4", 8"x6"	Each	1	\$113.33	\$113.33
Reconnect Sanitary Service	Each	1	\$67.33	\$67.33
Total				\$1,053.51

Recommend \$1,050.00 Each

F. Alley Surfacing

Items:	Width ft	Length ft	Depth	LBS/SY/IN	Tons/FT
HMA Pavement	12	1	3.00	113.00	0.23
Costs:			Unit Price	Price/FT	
	Tons/FT		Ton		
HMA Pavement	0.23		\$75.00	\$16.95	FT/of Street
Total				\$16.95	
Total per Side of Frontage				\$8.48	

Recommend \$8.50 FT/ of Frontage

G. Preparation for Curb and Gutter

Prep C&G Parameters: 2.5' C"G width + 1' behind curb, 9" CABG

Items:	Width ft	Depth ft	CF/CY	CY/FT
Common Excavation	3.5	0.75	0.04	0.10
Base Aggregate Dense 1-1/4-Inch	3.5	0.75	0.04	0.10
Costs:	Unit CY/FT	Unit Price CY	Price/FT	
Common Excavation	0.10	\$7.75	\$0.75	
Base Aggregate Dense 1-1/4-Inch	0.10	\$19.58	\$1.90	
Total				\$2.66

Recommend \$3.00 FT/ of Frontage

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JANUARY 10, 2022 – 6:30 PM**


The Plan Commission met in City Hall on Monday, January 10, 2022 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dennis Doughty and Mike Tzanakis. Also attending were City Inspector Paul Lasiewicz and Kevin and Kristina Custer.

1. **Motion** by Hubbard, seconded by Hiess to approve the minutes of the December 13, 2021 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached Special Use Permit petition from U-Haul to use the property at 303 E. Prairie View Road for warehousing. Director of Public Works Rubenzer updated the Plan Commission that City Planner Hentschel and he had met with U-Haul the previous week to discuss the petition. He stated that not enough details had been provided and the request wasn't specific enough. U-Haul did not own the property for which the petition was made. There was an existing Conditional Use Permit for the parcel that needed updating and different U-Haul representatives had stated different things to both Planner Hentschel and Inspector Lasiewicz. Director of Public Works Rubenzer stated that conditions previously approved for the U-Haul property in the existing Conditional Use Permit had not been followed through on by U-Haul. Therefore, U-Haul wished to withdraw the Special Use Permit application at this time until further detail could be provided.
No action was taken.

3. Kevin & Kristina Custer appeared to support their petition for a Conditional Use Permit to own and operate a bed and breakfast and to host small gatherings at 522 Superior Street. Director of Public Works Rubenzer pointed out the conditions set forth in the attached Wisconsin Administrative Code Chapter 97.01 Definitions and enforced by the Department of Agriculture, Trade and Consumer Protection. Kristina Custer stated that it was a twenty year dream of hers to own and operate a bed and breakfast. She stated the health inspector had inspected 522 Superior Street with her. She also stated that she wished to rent out main floor space for small business meetings, bridal showers and rehearsal dinners. She stated that the twelve onsite parking spaces were more than adequate for the bed and breakfast and most small group gatherings. She continued that some on street parking would occur from time to time but no overnight parking would occur on the street. Kristina continued that the bed and breakfast at 522 Superior street would be good for tourism and the city. Commissioner Hiess asked about paving and number of driveways and Inspector Lasiewicz stated that there was no code requirement for paving driveways or regulating the number of driveways. It was pointed out that a bed and breakfast is responsible to pay city room tax.
Motion by Cihasky, seconded by Smith that the Plan Commission conduct a public hearing to consider a Conditional Use Permit for Kevin and Kristina Custer to live at, own and operate a bed and breakfast and host small gatherings at 522 Superior Street. Said public hearing to be scheduled upon receipt of the \$300 advertising and administrative fee, proper notification of adjacent property owner and advertising in the Chippewa Herald. **All present voting aye. Motion carried.**

4. **Motion** by Hubbard, seconded by Misfeldt to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:00 P.M.


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

MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, DECEMBER 13, 2021-6:30 PM

The Plan Commission met in City Hall on Monday, December 13, 2021 at 6:30P.M. Present were Commissioners Mike Tzanakis, Jerry Smith, Alderperson Jason Hiess, Vice-Chairperson Tom Hubbard, Dave Cihasky, Greg Misfeldt, Dan Varga, Beth Arneberg, Secretary Rick Rubenzer and Mayor Greg Hoffman. Absent was Dennis Doughty. Also attending was Assistant City Engineer Bill McElroy and those listed on the attendance sheet.

1. **Motion** by Hubbard, seconded by Misfeldt to approve the minutes of the November 8, 2021 Plan Commission meeting. **All present voting aye. Motion carried.**

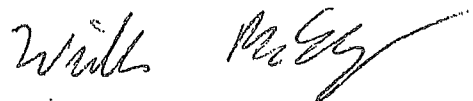
2. The Plan Commission considered the attached petition for annexation from Rooney Properties for three acres of former USH 53 right-of-way located in the Town of Wheaton. Director of Public Works Rubenzer provided background information including that this petition was previously before the Plan Commission but due to errors in the petition regarding the acreage, parcel description and current township no action was taken. The petition has since then been revised. The zoning of the parcel was discussed and it was noted that the surrounding zoning is R1-B single family. **Motion** by Smith, seconded by Hubbard to recommend the Common Council consider an ordinance to annex the former right-of-way from the Town of Wheaton and assign with R1-B single family zoning. **All present voting aye. Motion carried.**

3. The Plan Commission considered and discussed the request from Chippewa County Housing Authority to rezone parcel #22908-3233-60661807 located at 904 Therbrook Street from R-1C Single Family Residential to R-2 Two Family Residential District. Director of Public Works Rubenzer provided background information on the parcel including that the structure on the parcel had recently burned down and razed. Jessica Oleson-Bue from Chippewa County Housing Authority commented that the property was previously used as a multi-family triplex. Director of Public Works Rubenzer commented that often multi-family is located within a single family zoning due to being grandfathered in when the zoning code was adopted. Director of Public Works Rubenzer also commented that City Inspector Lasiewicz did not have any issue with the proposed rezoning. Commissioner Misfeldt commented that he was in favor of the rezoning and did not consider this as "spot zoning" since its previous use was multi-family. Commissioner Smith was concerned about parking in the area. Oleson-Bue responded that there is an existing two car garage off Badger Street and a one car concrete slab off Therbrook Street that the tenants could use. **Motion** by Misfeldt, seconded by Hubbard to recommend the Common Council schedule a public hearing to consider a petition from Chippewa County Housing Authority to rezone parcel #22908-3233-60661807 located at 904 Therbrook Street from R-1C Single Family Residential to R-2 Two Family Residential District. Said public hearing to be scheduled contingent upon:
 - 1). Proper notification of adjacent property owners and advertising in the Chippewa Herald.
 - 2.) Receipt of all rezoning advertising and administration fees.

Further discussion then began regarding the parcel with Alderperson Hiess commenting that while the use fits the neighborhood, he felt that it is still "spot zoning." He expressed concern about setting precedent for the future. Alderperson Hiess asked Oleson-Bue if Chippewa County Housing Authority would own and maintain the property and if they paid taxes to the City. Oleson-Bue replied that the Housing Authority would own and maintain the property and that they are part of a "Payment in Lieu of Taxes" (PILOT) program. These payments are made on an annual basis. In response to questions about the reasoning for multi-family over single family and if the housing would be income based, Oleson-Bue responded that the Housing Authority is trying to preserve as many housing units as possible within the City. Due to the fire, three housing units were lost and they would like to replace with at least two units. Oleson-Bue also indicated that the funding source they plan to utilize requires the tenant to have an income at or below 120 percent of the County median income. Oleson-Bue commented that the unit would not be subsidized. Mayor Hoffman commented that recently the Chippewa County Housing Authority has taken a loss on single family homes due to the current housing market and HUD restrictions and that this was further reasoning for building multi-family housing.

Cihasky, Misfeldt, Tzanakis, Varga, Arneberg, Smith, Rubenzer, Hubbard & Hoffman voting Aye; Hiess voting Nay. The motion passed on a 9-1 vote.

3. **Motion** by Cihasky, seconded by Varga to adjourn. **All present voting aye.**
Motion carried. The Plan Commission adjourned at 7:15 P.M.



William McElroy, PE for
Richard J. Rubenzer, P.E., Secretary
Plan Commission

Date Filed: Dec. 14 (2021)

Fee Paid: 25.00 Date: 12-14-2021 TR# 64834

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A SPECIAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, Wisconsin, for a Special Use Permit as authorized by the Chippewa Falls Zoning Code, Section 17.48, for the following described property:

Address of Property: 303 E Prairie View Rd., Chippewa Falls, WI 54729

Lot: 1 Block: _____ Subdivision: _____ Parcel# 22808-1722-7080100

Legal Description: Please refer to the attached document.

NW NW LOT 1 + OUTLOT 1 OF CERT SUR MAP # 801 FW VZ P380 Doc # 479180 EX PCL ON LEASE TO KMART + EX CSM # 896

Zoning classification of property: C2 (General Commercial)

Purpose for which this Permit is being requested: Please refer to the attached Project Narrative.

Existing use of property within 300 feet of subject property: (List or attach map)
Please refer to the attached map.

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

Please refer to the attached Project Narrative.

Operational plans of the proposed use:

Hours of Operation: _____

Days of Operation: _____

Number of Employees: _____

Part-time

Full-time

Capacity:

Number of Units: _____

Size: _____

Number of Residents/Children: N/A

Ages: _____

Other: _____

Building plans:

Existing buildings: _____

Proposed buildings: N/A

Use of part of building: _____

Proposed additions: _____

Future additions: _____

Change in use: _____

Outside appearance: _____

Number of buildings: _____

Planting & Landscaping:

Type: N/A _____

Timetable: _____

Screening:

Type: N/A _____

Fences:

Type: N/A _____

Height: _____

Location: _____

Earth Bank:

Planting: N/A _____

Maintenance: _____

Other: _____

Lights:

Number of lights: _____

Location: _____

Hours: _____

Type: _____

Signs:

Type: _____

Lighted: _____

Size: _____

Location: _____

Setbacks: _____

Drives:

Number of: Existing _____

Location: _____

Width: _____

Parking:

Number of stalls: Existing _____

Location of stalls: _____

Setbacks: _____

Surfacing: _____

Screening: _____

Drainage:

Storm sewer: _____

Rock beds: _____

Detention pond: _____

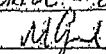
Retention pond: _____

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

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

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

Owners/Addresses:

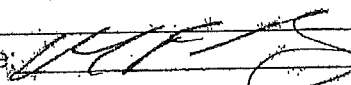
CHIPPewa HOLDINGS, LLC
2439 KUSER ROAD
HAMILTON, NJ 08690
Phone #: 609.338.1546
Email: M.GALL@GENESIS-IP.COM
Signature: 

Phone #: _____
Email: _____
Signature: _____

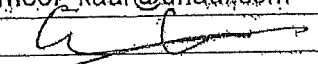
Phone #: _____
Email: _____
Signature: _____

Petitioners/Addresses:

Matthew F. Braccia, Amerco Real Estate Company
2727 N. Central Ave., Suite 500, Phoenix, AZ 85004

Phone #: _____
Email: _____
Signature: 

Gurnoor Kaur, Amerco Real Estate Company
2727 N. Central Ave., Suite 500, Phoenix, AZ 85004

Phone #: 602-263-6649
Email: gurnoor.kaur@uhaul.com
Signature: 

Phone #: _____
Email: _____
Signature: _____

AMERCO[®]

REAL ESTATE COMPANY

2727 North Central Avenue, 5-N • Phoenix, Arizona 85004
Phone: 602.263.6649 • Fax: 602.277.5824 • Email: Gurnoor_Kaur@uhaul.com

Project Narrative

AMERCO Real Estate Company (AREC) has prepared this application package for the opportunity to receive the City of Chippewa Falls's participation and counseling regarding a Special Use Permit for the property located at 303 E Prairie View Rd., Chippewa Falls, WI 54729. AREC is the wholly owned real estate subsidiary of the U-Haul System.

The proposed adaptive reuse of the above-mentioned property is abutting an existing U-Haul facility, at 409 E Prairie View Rd. U-Haul is proposing an expansion of its use onto this site, which will consist of warehousing. This development will allow U-Haul to better serve the storage needs of the community and activate a property that is currently vacant.

The property is currently zoned C-2 (General Commercial). The use of warehousing requires a Special Use Permit. U-Haul is proposing to apply for the permit to allow this use.

Custom site design for every U-Haul assures that the facility complements the community it serves. Adherence to community objectives is key in order to ensure each U-Haul is both a neighborhood asset and an economic success.

U-Haul looks forward to working with the City of Chippewa Falls as you consider the Special Use Permit; we are currently submitting.

Sincerely,

Gurnoor Kaur
AMERCO Real Estate - Planner

30 West Central Street
Chippewa Falls, Wisconsin 54729
715 726 2739 Office 715 577 4917 Cell

From: Rick Rubenzer
Sent: Monday, December 6, 2021 12:54 PM
To: Paul Lasiewicz <plasiewicz@chippewafalls-wi.gov>
Subject: RE: 522 Superior St. Bed and Breakfast

Thanks I'll pass this on to the applicant.

Richard J. Rubenzer PE
Director of Public Works, City Engineer, Utilities Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, Wisconsin 54729
715 726 2739 Office 715 577 4917 Cell

From: Paul Lasiewicz
Sent: Monday, December 6, 2021 7:12 AM
To: Rick Rubenzer <rrubenzer@chippewafalls-wi.gov>; Bridget Givens <bgivens@chippewafalls-wi.gov>
Cc: Brad Hentschel <bhentschel@chippewafalls-wi.gov>
Subject: RE: 522 Superior St. Bed and Breakfast

I am not aware of any other licensing requirements. A bed and breakfast would be considered a lodging house under the zoning definitions and be a conditional use in the R-2 district.

Furthermore, the bed and breakfast would have to meet the following criteria per state code:

97.01 Definitions. In this chapter, unless inconsistent with context:

(1g) "Bed and breakfast establishment" means any place of lodging that satisfies all of the following:

- (a)** Provides 8 or fewer rooms for rent to no more than a total of 20 tourists or transients.
- (b)** Provides no meals other than breakfast and provides the breakfast only to renters of the place.
- (c)** Is the owner's personal residence.
- (d)** Is occupied by the owner at the time of rental.

1

97.01(1g)(e)(e) Was originally built and occupied as a single-family residence, or, prior to use as a place of lodging, was converted to use and occupied as a single-family residence.

The main thing to check would be is this going to be their primary residence. If not, they would need to get State approval for the conversion. Permits from my office would be needed for any alterations.



Paul Lasiewicz

City Inspector/Zoning Administrator
City of Chippewa Falls
30 West Central Street

Date Filed: Jan 4, 2022

Fee Paid: 25.00 Date: Jan 4, 2022 TR#: 64966

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A CONDITIONAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: 522 SUPERIOR ST. CHIPPEWA FALLS, WI 54729

Lot#: 1, 2, 3 (NE 22^{ft}) Block#: 12 Subdivision: CARSON'S ADDITION Parcel# 22808-0631-60571201

Legal Description: CARSON'S ADDITION LOTS 1, 2 & NE 22' OF LOT 3 BLK 12

Zoning classification of property: R-2 TWO FAMILY RESIDENTIAL

Purpose for which this Permit is being requested: Property to be used as primary Residence and a Bed & Breakfast Inn, with occasional use hosting small gatherings in FRONT PARLOR ROOMS AND DINING ROOM ON MAIN FLOOR. ROOMS ON MAIN FLOOR.

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

SINGLE & MULT-FAMILY RESIDENCES

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

There are enough parking spaces on the property to accommodate all guests staying at the Inn. Guests will not infringe on neighboring properties.

MIN. ~~APPROX.~~ 12 PARKING SPACES ON PROPERTY

Operational plans of the proposed use:

Hours of Operation: 24

Days of Operation: 7

Number of Employees: 1 (FAMILY) Part-time DAUGHTER 1 ? (MYSELF) Full-time

Capacity:

Number of Units: 6

Size: Bedroom

Number of Residents/Children: 3

Ages: 51, 48, 22

Other:

Building plans:

Existing buildings: ~~THE~~ HOUSE - ATTACHED GARAGES

Proposed buildings: N/A

Use of part of building: N/A USE 6 BEDROOMS AND PARLORS AND DINING ROOM ON MAIN FLOOR

Proposed additions: NONE

Future additions: NONE

Change in use: ~~N/A~~ ALLOWING BEDROOMS FOR RENT
AND MAIN FLOOR SPACE FOR RENT

Outside appearance: N/A

Number of buildings: 1

Planting & Landscaping:

Type: GENERAL PERRENIALS

Timetable: ~~N/A~~ SPRING / SUMMER

Screening:

Type: EXISTING
PRIVACY FENCE

POSSIBLE Fences: EXISTING WOOD FENCE W/ LATTICE ON TOP
FUTURE FENCE (3-4') ON NORTH SIDE OF HOUSE

Type: WOOD

Height: 6'

Location: BACK YARD ONLY

Earth Bank:

Planting: N/A

Maintenance: N/A

Other:

Lights:

Number of lights: 4 EXISTING EXTERIOR LIGHTS

Location: FRONT, SIDES, BACKYARD, GARAGE

Hours: ~~N/A~~ SECURITY LIGHTS 24/7 OR AS NEEDED.

Type: RESIDENTIAL OUTDOOR LIGHTING

Signs: (FUTURE SIGNS FOR BUSINESS - NOT YET CREATED)

Type: WOOD

Lighted: YES - (UPLIGHTS)

Size: NOT LARGER THAN 4'x6' W/UPLIGHTS

Location: DN FRONT YARD

Setbacks: N/A

Drives:

Number of: 3 (see attached)

Location: 3 car garage, SIDE CARRIAGE TURN, BACK.

Width: 2 CARS WIDE, 3 CARS DEEP (SIDE) 12' WIDE (BACK) 12' WIDE

Parking:

Number of stalls: 3 INSIDE GARAGE

Location of stalls: INSIDE GARAGE,

Setbacks:

Surfacing: ~~CEMENT~~ CONCRETE

Screening:

Drainage:

Storm sewer: CITY SEWER & WATER

Rock beds: N/A

Detention pond: N/A

Retention pond: N/A

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

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

(ON ATTACHED MAP)

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

Owner(s)/Address(es):

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Petitioner(s)/Address(es):

Kristina & Kevin Custer
1215 MANSFIELD ST
CHIPPEWA FALLS, WI 54729

Phone #: 715-720-0878

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

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

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

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

Owner(s)/Address(es):

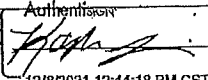
522 Superior Street

Chippewa Falls, WI 54729

Phone #: 715-379-6219

Email: service@goldstartechstore

Signature: _____


12/8/2021 12:44:18 PM CST

Petitioner(s)/Address(es):

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

Signature: _____

Phone #: _____

Email: _____

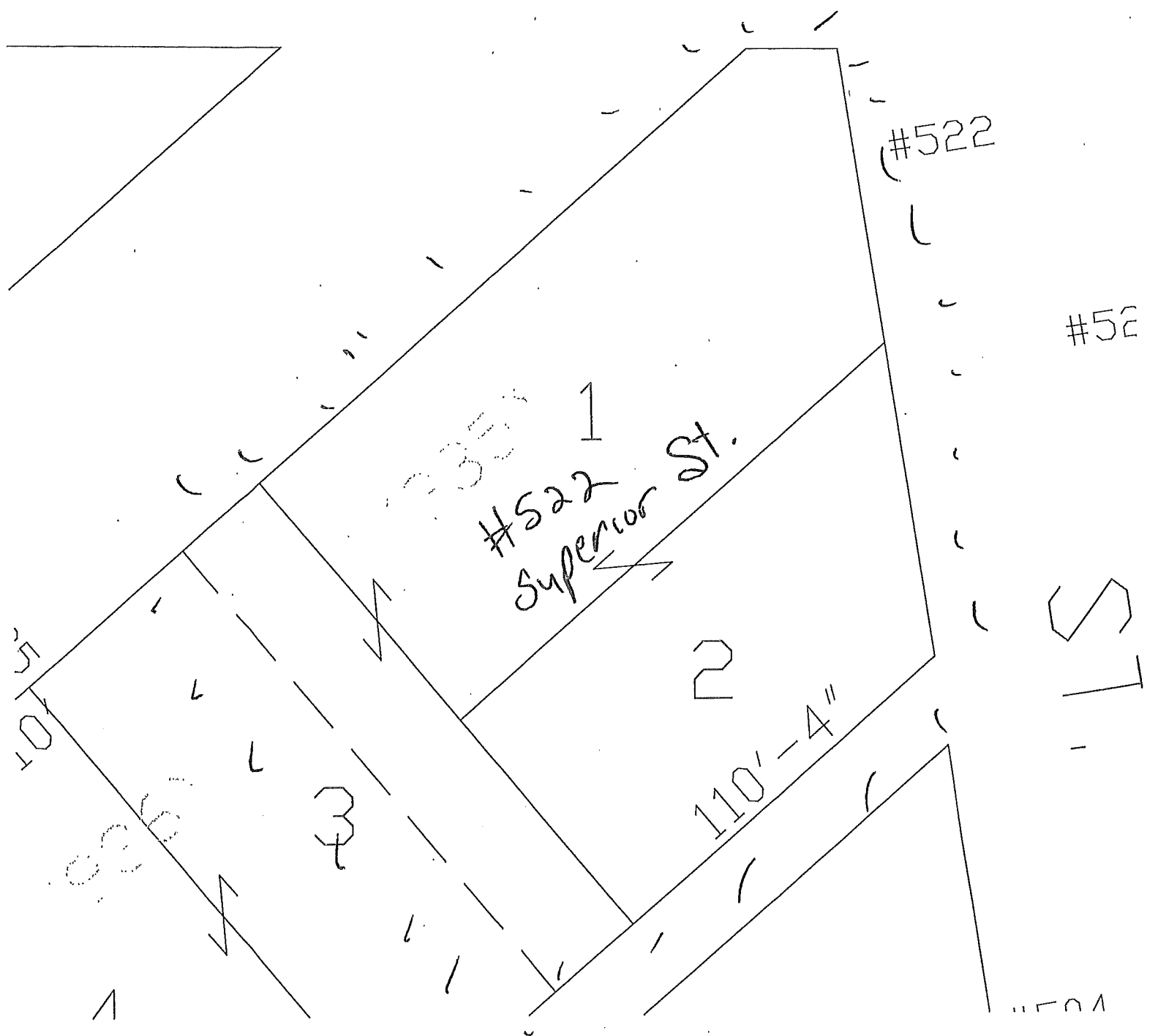
Signature: _____

Phone #: _____

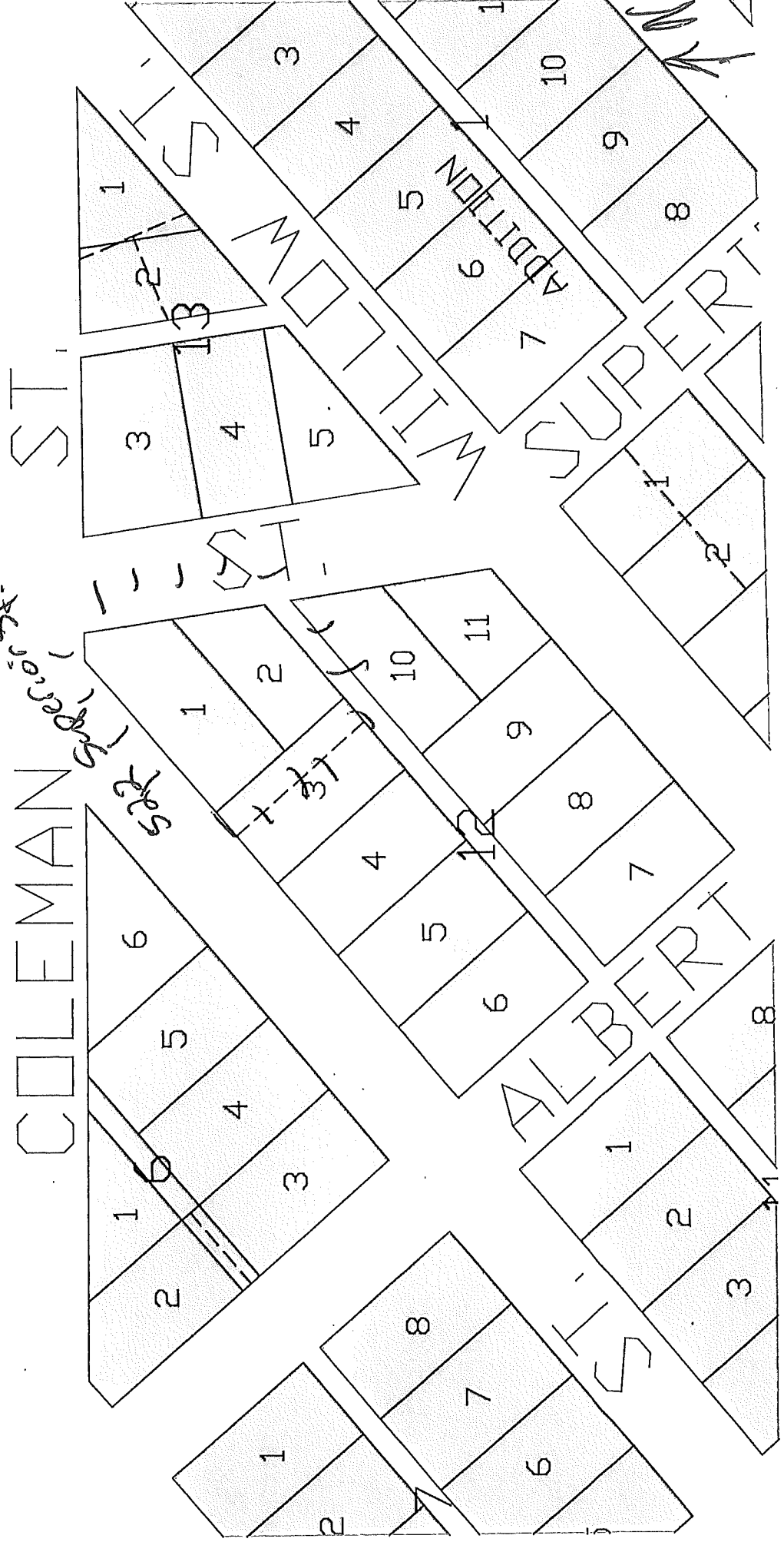
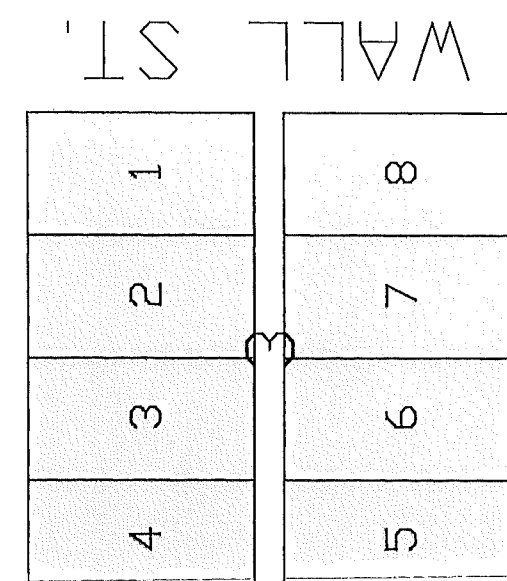
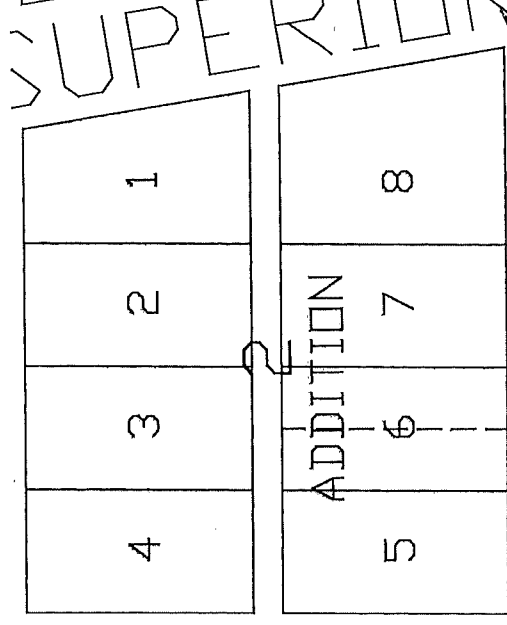
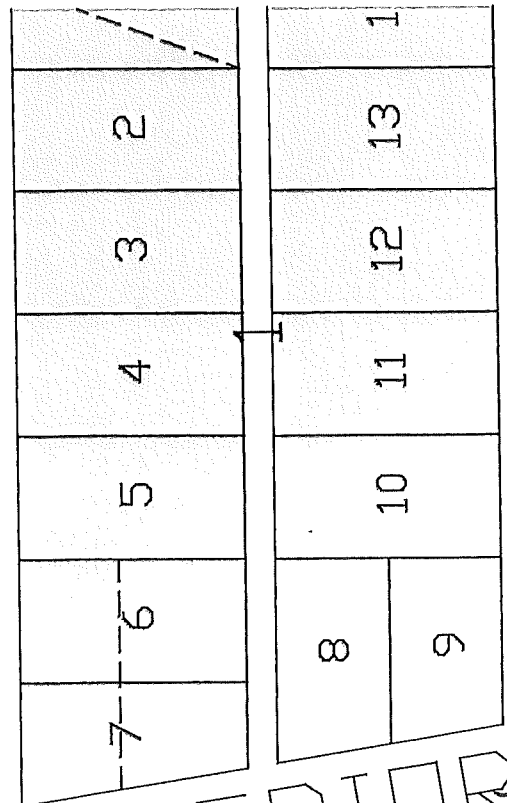
Email: _____

Signature: _____

Scale 1" = 30'



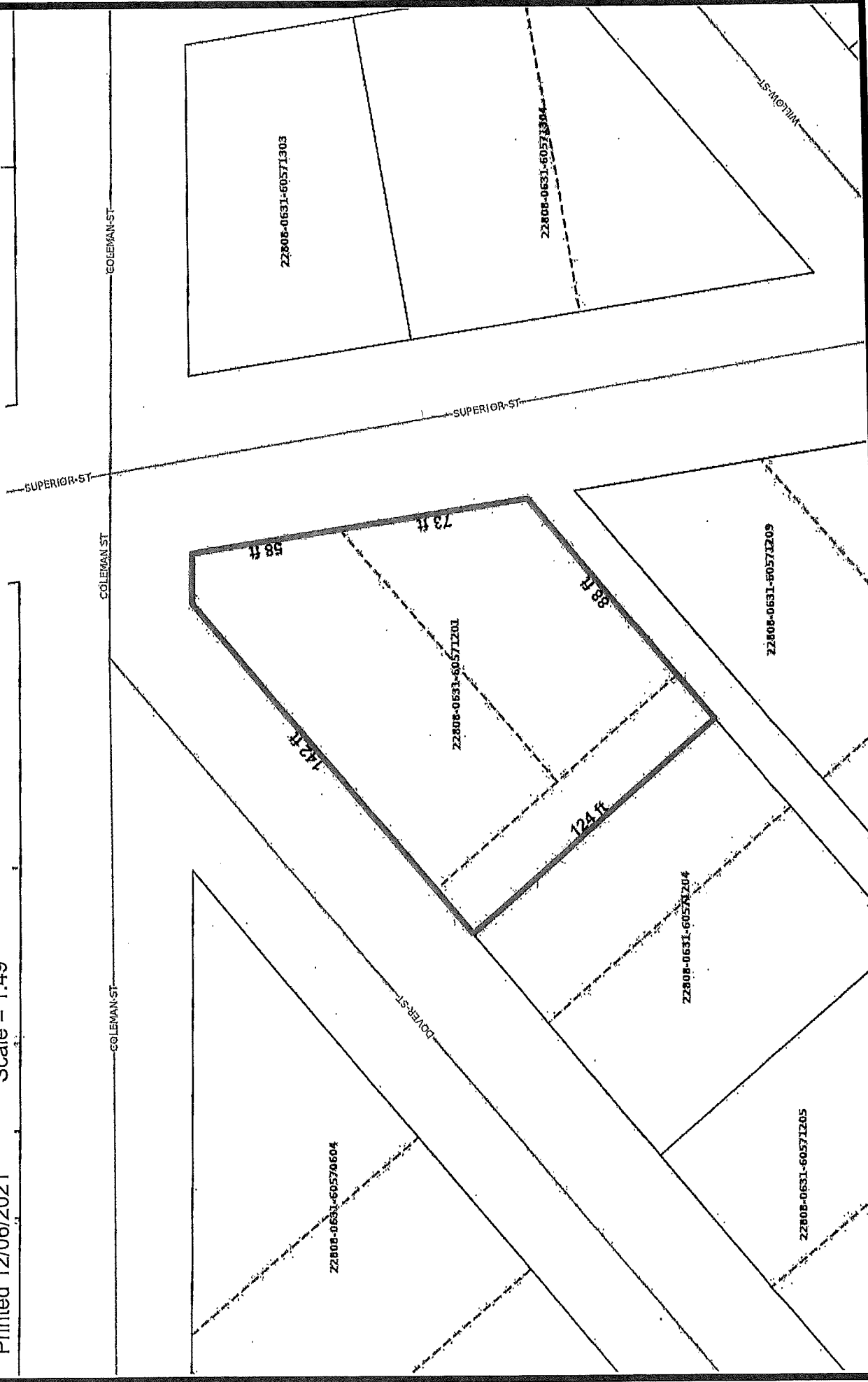
Scale 1" = 100'



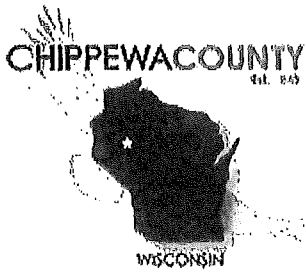


Map

Printed 12/06/2021 Scale = 1:49'



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



(http://www.co.chippewa.wi.us/home)



(http://www.gcssoftware.com)

Chippewa County, WI Web Portal

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2021 <input type="checkbox"/>	Real Estate	22808-0631-60571201	211 - CITY OF CHIPPEWA FALLS	522 SUPERIOR ST	MATTHEW R & KAYLA L MEIER 522 SUPERIOR ST CHIPPEWA FALLS WI 54729
Tax Year Legend: ⏪ = owes prior year taxes ☒ = not assessed ⊙ = not taxed Delinquent Current					

Property Summary

Parcel #:	22808-0631-60571201
Alt. Parcel #:	211-0935
Parcel Status:	Current Description
Creation Date:	
Historical Date:	
Acres:	0.000 <i>.73</i>

Property Addresses

Primary <input type="checkbox"/>	Address
<input type="checkbox"/>	522 SUPERIOR ST CHIPPEWA FALLS 54729

Owners

Name	Status	Ownership Type	Interest
MEIER, MATTHEW R & KAYLA L	CURRENT OWNER		
BARKLEY, WILLIAM J & SHARON M	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

CARSON'S ADDITION LOTS 1 2 & NE 22' OF LOT 3 BLK 12

Public Land Survey - Property Descriptions

Primary	Section <input type="checkbox"/>	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type	#	Plat
<input type="checkbox"/>	06	28 N	08 W					LOT	1	CARSON'S ADDITION

Map

Printed 12/06/2021

Scale = 1:24'

DRAWING FUTURE DRIVEWAY & FENCE
W/ LIGHT POSTS AT EACH END.



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



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
January 11, 2022

Committee #2 met on Tuesday, January 11, 2022 at 8:30 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: John Monarski, Chuck Hull, Paul Nadreau

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Attorney Steve Weld, Attorney Justin Andrews, Fire Union Members Greg Bowe, Mike Keown, Chad Schara.

Call to Order: 8:34 am

1. Open Session

2. Closed Session

Motion by Hull/Nadreau to go into Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting public business with competitive or bargaining implications" to:

- a. Discuss labor negotiation issues and strategies; and**
- b. Negotiations with Chippewa Falls International Association of Firefighters, Local 1816 related to a new contract; and to include the Mayor/Council/Committee Members, Bauer, Weld, Andrews, Fire Union Representatives and City IT Manager Connie Freagon (if needed); may return to Open Session.**

Roll Call Vote: Hull – Aye; Nadreau – Aye; Monarski – Aye. Motion carried.

The Committee discussed Items (a) and (b) above.

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

3. Adjournment

Motion by Hull/Nadreau to adjourn at 11:12 am. All present voting aye, motion carried.

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, January 11, 2022

1. Call to order by Beth Arneberg at 6:00 p.m.
Roll Call: Members Present: Justin Agnew, Beth Arneberg, Carmen Muenich, Travis Siebert and Audrey Stowell.
Absent: Christopher Gilliam and John Abbe
Staff present: John Jimenez
2. Approval of Minutes: December 14, 2021. **Motion by Muenich/Siebert to approve minutes of December 14, 2021. Motion passed.**
3. Personal Appearances by Citizens. None.
4. Discuss/Consider Special Event Applications. None.
5. Discuss/Consider

John Abbe arrives.

- a. Park Bench Proposal. Jaden Uttecht makes presentation for building benches on trail from bridge to Kells Corner. **Motion by Muenich/Arneberg to approve benches on new trail, pending coordination of placement with Staff. Motion passed.**
- b. Flag Hill Update. John J. reports that \$687,974.03 has been paid for the project, about \$37,000 is still owed. The new facility is open and looks great. Chris from Ayres is present, and his Phase 2 cost opinion is discussed. Phase 2 includes playgrounds, parking lot, and plaza. Sub-phasing was discussed, wherein the focus would be on playgrounds. Ideas for cutting costs would be having current shelter and playground demo-ed by staff and moving picnic tables to a later phase. Pros and cons discussed including possibility of waiting to build resulting in an increase in costs as well as an increase in AE fees. Chris indicates that the bidding documents could be produced in tandem with looking at fundraising. There is money allocated for the playground, but not for the earth work and other costs associated with putting in a playground. Chris states a design model to be used for fundraising purposes would cost approximately \$3,000-\$4,000. This is similar to what was done for the Erickson Park project. Chris suggests contacting Patronicity. Community Development Block grants may also be possibilities. Discussed fundraising for the remainder of project vs. for the phase. John J. would like everything done yet this year if at all possible. Grant writing can be done by Ayres or by us. John J. is comfortable writing grants, but he isn't sure he has the time. There is no guarantee we would be recipient of any grant; there are many variables. **Motion by Siebert/Arneberg to use \$3,000-\$5,000 from Irvine Park Donation Fund to pay Ayres for grant writing services. Motion passed.** Chris will inquire about specific projects/grants to make sure it is a worthwhile effort before starting and get back to us next month.

- c. Community Foundation Endowments. John J. reports the three endowment funds at the Community Foundation have funds available for receipt. **Motion by Siebert/Stowell to reinvest the available \$3,801.00 back into the William Irvine Fund; motion passed. Motion by Siebert/Muenich to receive the \$42,901.00 of available funds from the Irvine Park Endowment Fund; motion passed. Motion by Arneberg/Siebert to receive the \$13,196.00 of available funds from the Chippewa Falls Parks, Recreation and Forestry Fund. Motion passed.**
- d. Pool Concessions. John J. feels this is another location with opportunity for someone, similar to the Welcome Center model. John reached out to Custer's Cones and recommends a Memorandum of Understanding with them. **Motion by Muenich/Agnew to authorize Director Jimenez to proceed with a Memorandum of Understanding with Custer's Cones using terms similar to those in the Welcome Center Memorandum of Understanding. Discussion regarding length of MOU. Motion passed.**
- e. Price Increase on Facilities and Fees. John J. states there hasn't been an increase in facilities rentals for a few years. He's recommending the following increases:
- Bandshell to \$300.00
 - Main Pavilion to \$300.00
 - Flag Hill pavilion to \$250.00
 - Various shelters, Hollow, Roger Meier, Bear Den, and Knights of Pythias to \$80.00
 - Everything else the same.
- The Erickson Park and Riverfront facilities rentals would stay as is. John recommends the Major Event fee for Riverfront increase to \$1,500. He suggests the damage deposit needs to be reviewed.
- Muenich questions the cost charged to others using Casper Park facilities. John will look into what other communities are doing for similar facilities.
- Motion by Abbe/Agnew to accept the increases as presented. Motion passed.**
- f. Mission Statement. John J. would like the existing Mission Statement to be updated. Carmen suggests it be sent to all members and be discussed and updated next month. **Motion by Muenich/Siebert to review mission statement for updating next month. Motion passed.**
- e. Recreation Report. John J. presents the recreation report in Jack's absence. Women's Volleyball has started. A Virtual Cooking class is scheduled. Jack is looking at a Junior Zookeeper educational program that will start at the end of January and be geared toward kids ages 8-12. He's also preparing for spring and summer, including replacing supplies and getting enough seasonal employment applicants. Music and Movies at Riverfront is shaping up as well.

- f. Director Report. John J. reports MyRec will be opening to the public soon. Jennifer London will be retiring on Saturday. Applications have been submitted and will be reviewed shortly. Christmas Village was tremendous this year, even with the weather issues that needed to be overcome. \$47,000 in donations this year. John J. is looking forward to working with Molly Hogan regarding getting more diverse representation in the Village. John J. has met with both high school curriculum developers to implement more educational programming with the zoo. He's met with Olson's Ice Cream to discuss past year at the Welcome Center. They want to be at the Welcome Center every day from Memorial Day to Labor Day in 2022. They do need additional storage space at the Center. Conservatively projected to receive about \$13,000 to \$14,000. John J. would use that money for Welcome Center coordinator.
6. Approve Claims. **Motion by Muenich/Stowell to approve claims in the amount of \$83,675.82. Motion passed.**
7. Park Board Members' Concerns or Comments. On behalf of the Board, Beth Arneberg thanks Jennifer London for her 21+ years of dedicated service to the Zoo and the animals. She is much appreciated and will be missed.
8. Adjournment. **Motion by Muenich/Siebert to adjourn at 7:30 p.m. Motion passed.**

Submitted by:
Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
December 15, 2021**

1. Call to Order

Meeting was called to order by Vice-President Ambelang at 5:00 p.m. at Chippewa Falls Public Library Virginia O. Smith Meeting Room.

2. Roll Call of Members

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

Absent: Hiess

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

3. Approval of Agenda

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

4. Disposition of the minutes of the Board of Trustees meeting of November 10, 2021.

Motion made by King seconded by Russell to approve the minutes of the Board of Trustees meeting of November 10, 2021. All present Voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2021 budget after December 21, 2021.

Motion made by Jones seconded by Russell to approve the vouchers to be paid from the 2021 budget after December 21, 2021. Roll Call Vote. Voting Aye: Ambelang, Drehmel, Jones, King, Newton and Russell. Motion carried.

6. Public Appearances

None.

7. Correspondence

Thank you from Main Street for Joe Niese consenting to be the Grand Marshal for the 31st Annual Bridge to Wonderland Parade.

8. Management report

Director Niese talked about highlights from the Management Report. A lot of activity in November including the rap up of the Food for Fines and Give A Kid a Book. Received a number of grants including one from the Master Gardener's which includes renovating the area behind the brick wall.

9. Current Business

a) Processing Fee

Motion made by Jones, seconded by King to eliminate the processing fee. All present Voting Aye. Motion carried.

b) Zoom meetings

At this time no other City Department is doing zoom. The Board would like to investigate being able to do zoom from the Library. Director Niese will contact the County IT about this possibility.

c) Community Foundation Report

The Board of Trustees each received a copy of the yearly report. At a further meeting they would like the Director of the Community Foundation to explain the details of the report.

10. Closed Session under WI Statutes 19.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. "To

a) Pay raises for fulltime staff, director and Admin. Assistant

b) Director Evaluation

Motion made by Russell, seconded by King to go into closed session under WI Statutes 19.85(1)" Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, "to consider pay raises for fulltime staff, director and Admin. Assistant and Director evaluation. Roll Call Vote: Voting Aye: Ambelang, Drehmel, Jones, King, Newton and Russell. Motion carried. Time: 5:30pm.

Motion made by Russell, seconded by King to return to open session. Time 5:48pm.

Motion made by Russell, seconded by King to approve the 2% pay raise for fulltime staff, Director, and Admin. Assistant and to approve the next step increase for the Director. Roll Call Vote: Voting Aye: Ambelang, Drehmel, Jones, King, Newton and Russell. Motion carried.

Evaluation of the Director will be at the next regularly scheduled Board of Trustees Meeting in January. A Special Board of Trustees Meeting will be held the week before on January 5th when surveys that are being send to Library Employees will be discussed and the Board will finalize the Director evaluation process.

11. Announcements

a) None

12. Items for future consideration

- a) Evaluation of the Director in January
- b) Community Foundation in February
- c) Library needs

14. Adjournment

Motion made to adjourn by Russell seconded by King. All present Voting Aye. Motion carried. Meeting adjourned at 5:58 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

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: 12/28/21
 County of Chippewa

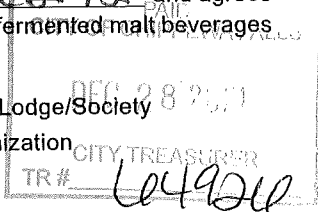
Town Village City of Chippewa Falls

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 Feb. 12 and ending Feb. 12 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



McDonnell Music Boosters

(a) Name McDonnell Area Catholic Schools
 (b) Address 1213 Bel Air Blvd Chippewa Falls, WI 54729
(Street) Town Village City

(c) Date organized 12/28/21
 (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 Megan McChesney 1256 Hilary St Chippewa Falls, WI 54729 715-579-3480
 Vice President _____
 Secretary _____
 Treasurer John Abbe 200 Wisconsin St Chippewa Falls, WI 54729

(g) Name and address of manager or person in charge of affair: Amanda Empey 2109 City Hwy 00 Chippewa Falls WI 54729 715-225-0311

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 1213 Bel Air Blvd
 (b) Lot 1316 Block _____
 (c) Do premises occupy all or part of building? yes
 (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? no Reason for minors being present: _____
 Security measures: _____

3. Name of Event

(a) List name of the event Mardi Gras
 (b) Dates and times of event February 12 5 - midnight

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.

McDonnell Music Boosters Club
(Name of Organization)

Officer Megan McChesney 12/28/21
(Signature/date)

Officer _____
(Signature/date)

Officer John Abbe 12/28/21
(Signature/date)

Officer _____
(Signature/date)

Date Filed with Clerk _____

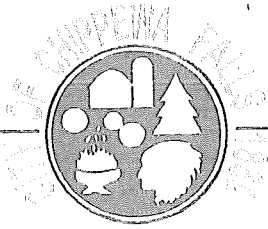
Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval 0377C 1/6/22

Date _____ Wisconsin Department of Revenue



City of Chippewa Falls

30 WEST CENTRAL STREET, CHIPPEWA FALLS, WISCONSIN 54729

PROCLAMATION

WHEREAS, Every Child Deserves to Achieve Their Full Potential in Life;
and

WHEREAS, One-to-one Mentoring Relationships Through Big Brothers Big Sisters of Northwestern Wisconsin ignites the power and promise of youth; and

WHEREAS, Children with a Mentor Set Higher Goals for Themselves; and

WHEREAS, Children with a Mentor are Less Likely to Use Drugs and Alcohol; and

WHEREAS, Children with a Mentor are More Likely to Reach Higher Levels of Education; and

WHEREAS, Each Year, Hundreds of Caring Adults Volunteer Their Time to Better the Lives of Children in our Community as Mentors; and

WHEREAS, 2022 Marks the 50th Anniversary of Big Brothers Big Sisters of Northwestern Wisconsin serving children, families, and volunteers; and

NOW, THEREFORE, I, Greg Hoffman, Mayor of the City of Chippewa Falls, do hereby proclaim January 27, 2022 as **Big Brothers Big Sisters 'Thank Your Mentor' Day** and urge everyone in Chippewa Falls to thank their mentors and those who made a positive impact on them while growing up.

IN WITNESS WHEREOF, I have hereunto set my hand and signed this on the 18th day of January, 2022.

Signed _____

Greg Hoffman, Mayor
Chippewa Falls, Wisconsin

Home of The World's Purest Water

715-726-2701 • FAX - 715-726-2759

AN ORDINANCE CREATING A NO PARKING ZONE
ON NORTHVIEW LANE – § 7.09(1)(b) OF THE
CHIPPEWA FALLS MUNICIPAL CODE

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

1. That § 7.09(1)(b) of the Chippewa Falls Municipal Code, regarding places of no parking in the City of Chippewa Falls, be amended to provide for no parking on Northview Lane and that said § 7.09(1)(b) be amended to provide as follows:

7.09 PARKING RESTRICTIONS.

- (1) NO PARKING.

• • •

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

• • •

Northview Lane, north|east side, from Timber Trail going 280 feet to the southeast.

• • •

DATED this 18th of January, 2022.

COUNCIL PRESIDENT: 
Chuck Hull, Council President

FIRST READING: January 4, 2022

SECOND READING: January 18, 2022

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

ORDINANCE ANNEXING TERRITORY TO
THE CITY OF CHIPPEWA FALLS, WISCONSIN

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

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

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

Commencing at the Northwest Corner of said Section 1, T28N, R9W; Thence N. 89°28'21" E. 842.76 feet along the north line of the NW ¼ of said Section 1 to a point of intersection with a line 150.0' easterly and parallel with the "Reference Line" of U.S. Highway 53, DOT Project T 08-4(34); Thence S. 04°55'04" W. 33.41 feet along said parallel line to the point of beginning; Thence N. 89°25'46" E. 255.69 feet to a point on the existing corporate limits of the City of Chippewa Falls; Thence S. 00°48'22" E. 107.81 feet along the existing corporate limits of the City of Chippewa Falls to a point on the existing easterly right-of-way of U.S. Highway 53, DOT Project T 08-4(34); Thence S. 23°16'31" W. 842.24 feet along said easterly right-of-way; Thence N. 04°55'04" E. 882.20 feet along a line parallel to and 150.0 feet easterly of the reference line of said U.S. Highway 53 to the point of beginning.

Said parcel contains 3.00 acres.

PARCEL IDENTIFICATION NUMBER (PIN): Part of present 22809-0122-0444000

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

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

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

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

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

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

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

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


R-1B SINGLE FAMILY RESIDENTIAL

SECTION 5: Ward Designation. The Territory described in Section 1 of this Ordinance is hereby made a part of Ward 4A of the City of Chippewa Falls, either presently existing or to be established by Ordinance, subject to all other ordinances, rules and regulations of the City, County, and State governing wards.

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

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

Dated this 18th day of January, 2022.



Chuck Hull, Council President

FIRST READING: January 4, 2022

SECOND READING: January 18, 2022

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**AN ORDINANCE AMENDING THE ZONING CODE
OF THE CITY OF CHIPPEWA FALLS**

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

- 1. That the following described real estate situated in the City of Chippewa Falls,
Chippewa County, Wisconsin, be rezoned:

**Parcel #22908-3233-60661807, Lot 7, Block 18, Mansfield and McBean's Addition
located at 904 Therbrook Street**

R-1C Single Family Residential District to R-2 Two Family Residential District

- 2. That the Zoning District Map of the City of Chippewa Falls be and the same is
hereby amended in accordance with the foregoing.
- 3. That this Ordinance shall take effect from and after its passage and publication.

Dated this 1st day of February 2022

FIRST READING: January 18, 2022

Council President

SECOND READING: February 1, 2022

PUBLIC HEARING: February 1, 2022

APPROVED: _____

Mayor

ATTEST: _____

Bridget Givens, City Clerk

PUBLISHED: _____

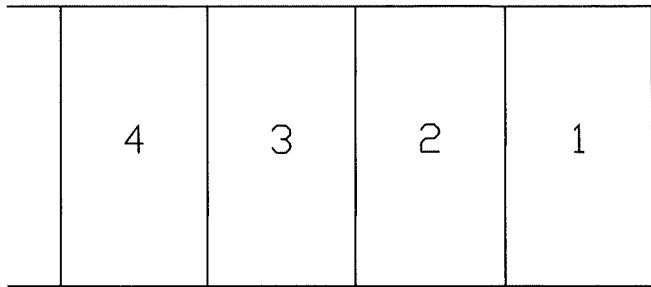
904 THERBROOK ST. LOCATION MAP REZONING



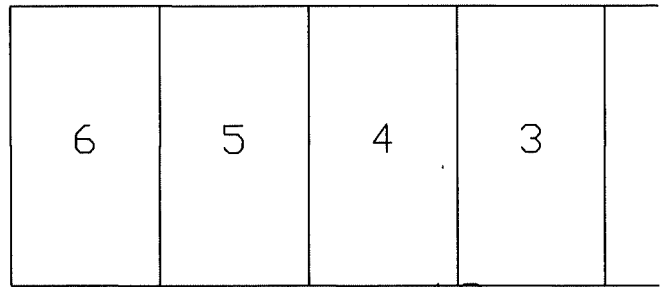
NO SCALE



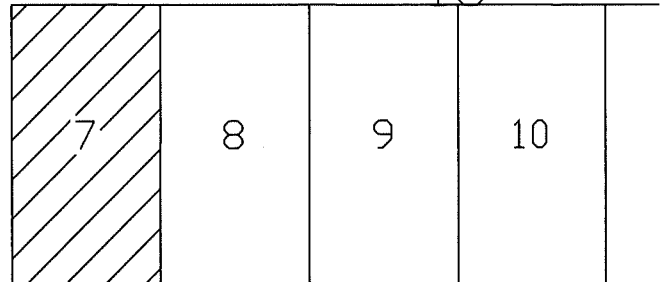
WATER ST.



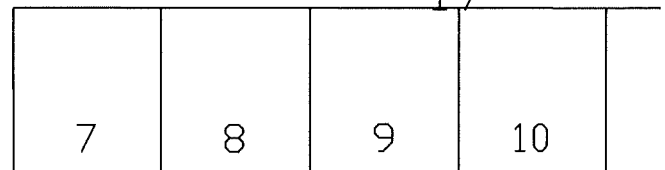
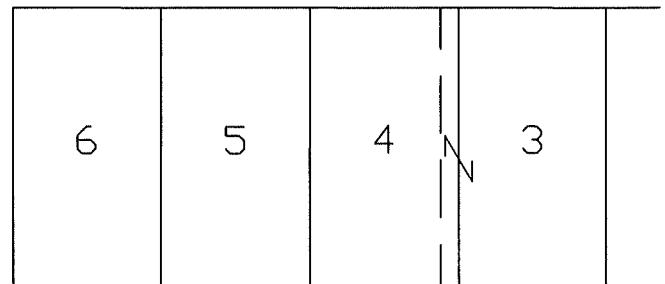
BADGER ST.



18



THERBROOK ST.



**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. Mansfield Street (Wheaton Street to Pearl Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing

B. Cliff Street (Edna Street to Main Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Preparation for and construction of curb and gutter

C. **Therbrook Street (Badger Street to Palmer Street)**

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing

D. **Stanley Street (Perry Street to St. Augustine Street)**

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Preparation for and construction of sidewalk where it does not currently exist and is deemed necessary

E. **Wheaton Street (Dwight Street to Bridgewater Avenue)**

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard
3. Water main
4. Water services, from the main to the boulevard
5. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer services
6. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary sewer services
7. Remove existing driveways and replace them with concrete driveways in the public right of way
8. Removal and replacement of deficient street surfacing
9. Retaining walls

RESOLUTION NO. 2022-02

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.

Dated this 18th day of January, 2022.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____

RESOLUTION REGARDING 2022 SPECIAL ASSESSMENT RATES

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

That the following schedule be and is hereby adopted as the front foot special assessment rates to be charged against abutting property for the installation of the following facilities in the City of Chippewa Falls, WI.

1. Grading and Graveling - \$17.00 per front foot of abutting property.
2. Sanitary Sewer Main
 - a) New construction - \$28.25 per front foot of abutting property
 - b) Replacement - \$28.25 per front foot of abutting property, prorated for 75 year life of old main.
3. Water Main
 - a) New construction - \$30.75 per front foot of abutting property
 - b) Replacement - \$30.75 per front foot of abutting property, prorated for 75 year life of old main
4. Curb and Gutter
 - a) New construction - 100% of the cost, as bid annually.
 - b) Replacement - 100% of the cost of removal & replacement, as bid annually.
5. Preparation for Curb and Gutter on streets that have been graded and graveled in a previous year.
 - a) \$3.00 per front foot of abutting property.
6. Sanitary Sewer Laterals
 - a) New construction - 100% of the cost.
 - b) Replacement - \$1050.00/each.
7. Water Services (Actual Cost) New and replacement, in accordance with Public Service Commission rules.
8. Sidewalks
 - a) New construction - 100% of the cost.
 - b) Replacement - 100% of the cost.
9. Driveways
 - a) New construction - 100% of the cost
 - b) Replacement - 100% of the cost

Resolution No. 2022-03

10. Street Surfacing -Assessed per front foot of abutting property based on street width:
 - a) \$20.75 for 34' face of curb to face of curb or wider.

11. Retaining Walls
 - a) New construction - 100% of the cost.
 - b) Replacement - 100% of the cost.

All Resolutions in conflict herewith are hereby repealed.

This Resolution shall be effective immediately upon passage.

Dated this 18th day of January, 2022.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

**MS4 PERMITTED MUNICIPAL AGREEMENT FOR STORMWATER
EDUCATION AND OUTREACH COORDINATION BY
RAIN TO RIVERS OF WESTERN WISCONSIN, INC.**

The City of Chippewa Falls, agrees to be bound and participate as an
(MS4 Permittee)
active member of the "MS4 Permitted Municipal Agreement for Storm Water Education and
Outreach Coordination by Rain to Rivers of Western Wisconsin, Inc."

I. PARTIES/MEMBERS

This Intergovernmental Agreement, hereinafter referred to as "Agreement," is made and entered into between the MS4 Permittee above and Rain to Rivers of Western Wisconsin, Inc., hereinafter referred to as "R2R". All participating permittees of R2R are established through separate Agreements, and are to be individually known as "Party" and collectively known as "Members" of R2R.

II. TERM OF AGREEMENT

This Agreement is entered into pursuant to Wis. Stat. 66.0301 to specify those certain responsibilities of the Members hereto in the implementation of an intergovernmental storm water public education and outreach program during the term of this Agreement. *This Agreement shall commence January 1, 2022, and continue through December 31, 2024.*

In the event that any Party determines that it is in its best interest to terminate participation in this Agreement, the Party may do so by the following action:

A. The Party shall send written correspondence to the acting Secretary of R2R indicating its desire to terminate participation in this Agreement. This correspondence shall include an official resolution or documented action indicating that the requested termination has been authorized by a governmental body possessing the legal authority required to terminate this Agreement, and that the signatories to this correspondence are duly authorized to sign correspondence terminating their participation in this Agreement.

B. In the event that a Party withdraws and terminates its participation in this Agreement, the withdrawing Party shall be responsible for its financial contribution under Section V with regard to this Agreement until December 31 of the year the Party withdraws. No partial refund based on the date of the withdrawal by the Party shall be given.

III. PURPOSE OF AGREEMENT

The purpose of this Agreement is to take part in a unified storm water education program established by R2R for meeting the requirements of Wis. Admin. Code NR 216.07 (Exhibit B). This Agreement provides the framework for setting annual goals, work plan, and budget, and defines the responsibilities of the participating Members, and the responsibilities of R2R.

IV. **DUTIES**

1. **Pay \$2,000 annual membership fee in a timely manner**
2. ***Members are recommended to complete at least one of the following activities on an annual basis:**

- Host and/or attend at least one R2R meeting annually;
- Sponsor and/or participate in at least one storm water education and outreach activity annually that may include presenting at and/or organizing an event, assisting with the R2R booth at events, or distributing R2R materials at a public meeting or event;
- Distribute at least one mailing per calendar year to their community about storm water Best Management Practices and the efforts being undertaken as a member of R2R;
- Assist with the development and presentation of workshops or training sessions for municipal officials, agency staff, and developers in the R2R membership area as defined in the R2R Work Plan as needed;
- Be willing to serve on the R2R Board of Officers as nominated by Members for the following positions: President, Vice President, Secretary, or Treasurer; to be served for the term identified in the R2R Bylaws or immediately upon termination of participation in this Agreement.
- Contribute toward the development of an annual program budget and work plan;
- Be willing to contribute work, knowledge, or expertise in the completion of work plan activities of mutual benefit to R2R Members and their communities.

****Note: Some of the duties above may be evaluated by DNR during an MS4 audit. Please refer to MS4 permit or speak with an R2R member for further guidance.***

3. **R2R agrees to the following:**

1. R2R will execute this agreement in accordance with its Bylaws (Exhibit A). This constitutes the duties and responsibilities of R2R, its Officers, and its Members to be carried out for the term of this agreement.

V. **BUDGET**

Municipal Members of R2R agree to contribute a \$2,000.00 USD annual membership fee, payable to Rain to Rivers of Western Wisconsin, Inc. These funds will be deposited to an R2R account, and may only be used towards those items detailed in the most recent R2R Annual Work Plan. In the event of dissolution of R2R, all remaining funds or excess revenues, after settling its debts, will be distributed in accordance with the R2R Bylaws.

VI. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally, sent by registered or certified mail, or e-mailed to the Secretary of R2R, whose contact information will be maintained at the following website: www.raintorivers.org

VII. INSURANCE

Each party to this Agreement shall maintain its own liability insurance sufficient to insure against the risks arising from each party's responsibilities under this Agreement.

VIII. MUTUAL INDEMNIFICATION

The Members agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The Members shall give to each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

IX. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

X. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Eau Claire County Circuit Court.

XI. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XII. NON-ASSIGNMENT OF AGREEMENT

The Members agree that there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.

XII. MODIFICATIONS TO AGREEMENT

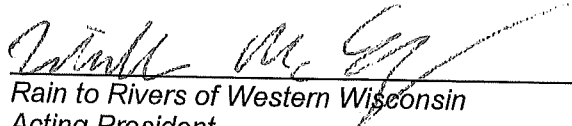
There shall be no modifications to this Agreement, except in writing and signed by the affected jurisdiction and an R2R Officer.

XVI. INTEGRATION OF AGREEMENT

The entire Agreement of R2R and the Party listed in this document is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between R2R and said Party relating to the subject matter.

Rain to Rivers of Western Wisconsin, Inc. and the undersigned, hereto having read and understood the entirety of this Agreement consisting of four (4) typewritten pages along with Exhibits A and B, hereby affix their duly authorized signatures.

RAIN TO RIVERS OF WESTERN WISCONSIN, INC. BY:



Rain to Rivers of Western Wisconsin
Acting President

1/5/2022

(Date)

MS4 PERMITEE & REPRESENTATIVE:

MS4 PERMITEE

Name, (please sign and date)

(Date)

Title/Position

AMENDMENT TO AGREEMENT

Amendment Dated December 22, 2021

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (CLIENT) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES:

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The Plan Modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled annually in September.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently approved methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

Upon WDNR request for additional monitoring well information, including survey data, Ayres Associates will assist the City with reporting of requested data.

COMPENSATION:

CONSULTANT's services will be charged at a fixed fee not to exceed \$9,700.00, which includes laboratory fees and the gas meter rental fee.

PERIOD OF SERVICE:

The following schedule is estimated to complete the Services:

<u>TASK</u>	<u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u>
Sampling	March and September 2022
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

<u>City of Chippewa Falls</u> CLIENT _____ _____ _____ _____ _____	_____ _____ _____ _____ _____	<u>Ayres Associates Inc</u> CONSULTANT _____ <i>Ben Peotter</i> _____ Ben Peotter, PE _____ Manager – Wisconsin Environmental Services _____ _____ December 22, 2022 _____
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Ingenuity, Integrity,
and Intelligence.

January 7, 2022

Mr. Richard J. Rubenzer, P.E.
Director of Public Works/City Engineer/Utility Manager
City of Chippewa Falls Engineering Department
30 West Central Street
Chippewa Falls, WI 54729

Re: Glen Loch Dam
Repair Bidding and Construction

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for engineering services for the Glen Loch Dam repairs. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The Glen Loch dam has three abandoned sluice's that were plugged with wooden plugs in the 1980's. One of the wood plugs failed and the sluice is free flowing. The sluice's are not needed for spillway capacity and each of the three sluices should be plugged to repair the failed plug and replace the existing two wooden plugs.

Scope of Services

1. We will assist the City in submittal of a Municipal Dam Grant application to WDNR for potential 50% cost share of the project. We will prepare the application and supporting materials for the City to submit to WDNR for grant reimbursement.
2. We will prepare 65% drawings, specifications, and opinion of probable costs for abandonment of the three sluice ways. We will design the abandonment of the sluice's; however, the contractor will be responsible for design of the dewatering system they will use. By requiring the contractor to design the cofferdam (stamped by PE), they can take advantage of their experience as well as available materials they might have to construct a cofferdam. We will review the 65% plans and costs with the City and incorporate their comments into finalize the design
3. We will prepare final plans, specifications and cost estimate and prepare the Plan approval application for City signature. We will submit the plan approval application on behalf of the City and we will pay the \$500 permit application fee, which we will be invoiced to City at actual cost.
4. Upon receipt of plan approval from the WDNR, we will assist the City bidding the approved repairs. Services include:

715.834.3161 | 3433 Oakwood Hills Parkway | Eau Claire, WI 54701-7698

www.AyresAssociates.com



- a. Upload project manual to Quest for online bidding. We will also provide the project manual to the Builder's Exchange for publication.
 - b. Provide hard copies of Project manual to City and paper bids can also be accepted
 - c. Coordinate and attend a prebid meeting
 - d. Answer questions during bidding
 - e. Prepare addenda if needed
 - f. Conduct the on-line bid opening, review bids and provide results to City for Review.
 - g. With approval of the low bid from the City, submit received bids to WDNR for approval of the low bidder.
5. Once WDNR approves the low bidder, we will issue a notice of award, we will develop contract documents to be executed between the City and the selected contractor and issue a notice to proceed once contractor returns fully executed contracts.
6. Construction Phase services include:
- a. Kickoff meeting with Contractor and City to review contractor's plan and schedule.
 - b. Review shop drawings and RFI's
 - c. Submit shop drawings to WDNR as required by permit.
 - d. Process change orders if needed and review payment applications.
 - e. Provide three site visits during construction. We have budget 24 hours for construction observation. If additional site visits are required and previous visits required less than 24 hours, additional site visits if within budget will be provided if needed without a change order from the City.
 - f. Submit progress reports to WDNR as required by the permit.
 - g. Complete a substantial completion visit.
7. Project and Grant closeout.
- a. Following completion of project, we will prepare record drawings for submittal to WDNR.
 - b. Prepare grant closeout forms and grant reimbursement forms for submittal by the City

Responsibilities of Owner and Others

Owner shall be executing contract with selected general contractor and signing grant reimbursement forms.

Additional Services

If additional services are needed, a scope and fee will be provided to the City before incurring services.

Time Schedule

The municipal dam grant application will be completed by the March 4th submittal due date. The scope of services, through plan approval will be completed within 60 days of notice to proceed or following 60 days from notice of grant award if the City prefers. Bidding and Construction phase services will be provided per schedule dictated by receipt of plan approval and per contractor's schedule.



Fee

We will perform the above services for an amount equal to the direct labor costs times a factor of 3.1, plus reimbursable expenses and subconsultant charges. The estimated cost of services is \$24,200. We will not exceed an amount of \$24,200 without your prior approval.

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.

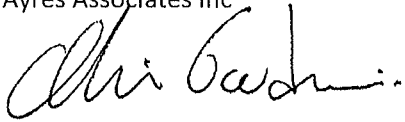
Acceptance

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 February 1, 2022 unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin
Manager – Water Resources
Direct: 715.831.7682
Cell: 715.829.6941
Email: Goodwinc@AyresAssociates.com

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Rick Rubenzer

Name

Director of Public Works

Title

Date

Attachments: Contract Terms and Conditions



**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 for any and all claims for loss, damage or injury, including but not limited to, claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty, to an amount of \$50,000.00 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 \$1,000,000.00 for increased consideration of ten percent (10%) of the total fee or \$500.00, 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. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. 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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

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