

## **AMENDED AGENDA FOR REGULAR MEETING OF COMMON COUNCIL**

To be held on Tuesday, March 21, 2023 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](http://www.chippewafalls-wi.gov/council) livestream link.

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
  - (a) Approve minutes of the Council Meeting of March 7, 2023.
3. **PERSONAL APPEARANCES BY CITIZENS** - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
  - (a) Assistant City Engineer, Bill McElroy, to provide Stormwater MS4 Annual Report and accept public comment on said report.
4. **PUBLIC HEARINGS** – None
5. **COMMUNICATIONS** – None
6. **REPORTS**
  - (a) Consider Board of Public Works minutes of March 13, 2023.
  - (b) Consider Plan Commission minutes of March 13, 2023.
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 March 17, 2023. (*minutes to be distributed prior to meeting*)
  - (b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of March 14, 2023. (*minutes to be distributed prior to meeting*)
  - (c) Consider Committee on Committees minutes of March 21, 2023. (*minutes to be distributed prior to meeting*)
  - (d) Park Board minutes of March 14, 2023.
  - (e) Library Board minutes of February 15, 2023.
8. **APPLICATIONS**
  - (a) Consider Application for Temporary Class “B” Beer Retailer’s License from the Chippewa Blades Hockey Club for the Blades Men’s Hockey Tournament to be held at the Chippewa Ice Arena, 839 First Avenue, on April 8-10, 2023.
  - (b) Consider Application for Temporary Class “B”/“Class B” Beer and Wine Retailer’s License from the Helpful Hearts Foundation for Designer Purse Bingo to be held at the Knights of Columbus, 236 Pumphouse Road, on May 13, 2023.
  - (c) Consider Street Use Permit Application from the Chippewa Falls Senior High School for the Chippewa Falls Senior High Graduation to be held on May 26, 2023 from 6:00 pm – 7:30 pm (rain date of June 2, 2023) utilizing various City Streets and to charge accordingly for requested City services.
  - (d) Consider Street Use Permit Application from the Chippewa County Recycling Program for the Chippewa County Clean Sweep to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street, on April 15, 2023 from 7:00 am – 12:15 pm and to charge accordingly for requested City services.
  - (e) Consider Non-Commercial Kennel License Application of Nora Bering, 503 W Park Avenue.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR’S REPORT** - None
12. **REPORT OF OFFICERS** - None

**13. ORDINANCES**

(a) First Reading of **Ordinance #2023-08 Entitled:** Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin.

**14. RESOLUTIONS**

(a) Consider **Resolution #2023-06 Entitled:** Resolution Approving a Certified Survey Map.

**\* (b)** Consider **Resolution #2023-07 Entitled:** Resolution Adopting Rates for Stormwater Utility Fee.

**15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW** - None

**16. CLAIMS**

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

**17. CLOSED SESSION**

(a) Closed Session under Wis. Stats. Sec. 19.85(1)(g) for “conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved” relative to the following:

1. EOG Resources, Inc.

May return to Open Session for possible action on Closed Session item.

(b) 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 other specified public business, whenever competitive or bargaining reasons require a Closed Session” to discuss and consider the following:

1. All matters relative to procurement of a satisfactory Development Agreement with Chippewa Crossing Partners, LLC; WW Chippewa Falls, LLC; TD Chippewa Falls, LLC; SMW Chippewa Falls, LLC; and CFX Properties, LLC.

May return to Open Session for possible action on Closed Session item.

**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 March 17, 2023 at 10:15 am by BNG.

I hereby certify that an amended 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 March 20, 2023 at 11:50 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, March 7, 2023 in the City Hall Council Chambers. Council President Chuck Hull 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, Heather Martell, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Robert Ferg; Finance Manager/Treasurer Lynne Bauer; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Fire Chief Jason Thom; Library Director Joe Niese; Police Lt. Korry Boos; City Clerk Bridget Givens; and those on the attached sign-in sheet.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Monarski/Hiess** to approve the minutes of the Council Meeting of February 21, 2023. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

**(a)** Brian Micolichek was presented with a plaque honoring his years of committed service to the community.

**PUBLIC HEARINGS** - None

**COMMUNICATIONS** - None

### REPORTS

**(a)** The Board of Public Works meeting of February 27, 2023 was cancelled due to inclement weather.

**(b) Motion by Hiess/Nadreau** to approve the BID Board minutes of March 2, 2023. **Roll Call Vote: Aye – Hiess, Nadreau, Monarski, Kiefer, Gilliam, Martell. Motion carried.**

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

**(a) Motion by Monarski/Gilliam** to approve the Joint Committee #1 Revenues, Disbursements, Water, and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of March 7, 2023. **Roll Call Vote: Aye – Monarski, Gilliam, Martell, Nadreau, Hiess, Kiefer. Motion carried.**

### APPLICATIONS

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

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

**(a)** Street Use Permit Application from Chippewa Falls Main Street for the Earth Day Cleanup to be held on April 22, 2023 utilizing Harmony Courtyard.

**(b)** Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the 2023 Smelt Feed to be held at the KC Hall, 236 Pumphouse Road, on April 27, 2023.

**All present voting aye, motion carried.**

**(c) Motion by Kiefer/Gilliam** to approve the Original Alcohol Beverage Retail License Application of Sid Harvey's Family Diner, LLC, Bryce Ploeckelman, Agent, for a Class "B" Beer/"Class C" Wine License for Sid Harvey's Family Diner, 704 E Grand Avenue. **All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES**

**(a) Motion by Hiess/Kiefer to approve Ordinance #2023-02 Entitled:** An Ordinance Establishing the Width of Pavement on Chippewa Street (Canal Street to Depot Street) at 30 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**(b) Motion by Hiess/Kiefer to approve Ordinance #2023-03 Entitled:** An Ordinance Establishing the Width of Pavement on Columbia Street (Carson Street to Superior Street) at 30 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**(c) Motion by Hiess/Kiefer to approve Ordinance #2023-04 Entitled:** An Ordinance Establishing the Width of Pavement on Walnut Street (Pear Street to Main Street) at 30 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**(d) Motion by Hiess/Kiefer to approve Ordinance #2023-05 Entitled:** An Ordinance Establishing the Width of Pavement on Columbia Street (Superior Street to Island Street) at 36 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**(e) Motion by Hiess/Kiefer to approve Ordinance #2023-06 Entitled:** An Ordinance Establishing the Width of Pavement on Walnut Street (Main Street to Woodward Avenue) at 38 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**(f) Motion by Hiess/Kiefer to approve Ordinance #2023-07 Entitled:** An Ordinance Establishing the Width of Pavement on Pearl Street (Mansfield Street to Stanley Street) at 38 Feet Face to Face of Curbs. **Roll Call Vote: Aye – Hiess, Kiefer, Gilliam, Martell, Nadreau, Monarski. Motion carried.**

**RESOLUTIONS** - None

**OTHER NEW/UNFINISHED BUSINESS**

**CLAIMS**

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

City General Claims:	\$527,457.50
Authorized/Handwritten Claims:	\$50,036.45
Department of Public Utilities:	\$45,324.08
Total of Claims Presented	<u>\$622,818.03</u>

**Roll Call Vote: Aye – Kiefer, Monarski, Gilliam, Martell, Nadreau, Hiess. Motion carried.**

**CLOSED SESSION**

**(a) Motion by Monarski/Gilliam 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 other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:**

- a. Potential Tax Increment Financing Incentives and a Developers Agreement for a project in TID #11 including all matters relative to procurement of a satisfactory Developers Agreement; and to include the Council, Mayor, Ferg, Bauer, Givens, Hentschel, Rubenzer, CCEDC President/CEO Charlie Walker, and representatives of the project; may return to Open Session for possible action on Closed Session item.

**Roll Call Vote: Aye – Monarski, Gilliam, Martell, Nadreau, Hiess, Kiefer. Motion carried.**

The Council discussed item (a) above.

**Motion by Kiefer/Monarski to return to Open Session. All present voting aye, motion carried.**

**ADJOURNMENT**

**Motion by Monarski/Gilliam to adjourn at 8:11 pm. All present voting aye, motion carried.**

Submitted by:  
Bridget Givens, City Clerk

# CITY COUNCIL ATTENDANCE SHEET - March 7, 2023

NAME	ADDRESS
RFlem	1304 Penn. Ct
Ryan Micslchek	16758 46 <sup>th</sup> Ave CF
Samantha BlesKuchek	4249 125 <sup>th</sup> St CF
Brian + Kelly Micolchek	15758 46 <sup>th</sup> Ave CF
Jeremy Weller	704 E Grand Ave CF
Buyer Ploechelner	704 E Grand Ave CF
CHRIS GREAFY	1515 BLUESTEM BLVD. ALTONA.
LESLIE BRAINE	_____

# Submittal of Annual Reports and Other Compliance Documents for Municipal Separate Storm Sewer System (MS4) Permits

NOTE: Missing or incomplete fields are highlighted at the bottom of each page. You may save, close and return to your draft permit as often as necessary to complete your application. After 120 days your draft is deleted.

Form 3400-224(R8/2021)

## Reporting Information :

Will you be completing the Annual Report or other submittal type?  Annual Report  Other

**Project Name:** 2022 Annual Report

**County:** Chippewa

**Municipality:** Chippewa Falls City

**Permit Number:** S050075

**Facility Number:** 24027

**Reporting Year:** 2022

DRAFT

Is this submittal also satisfying an Urban Nonpoint Source Grant funded deliverable?  Yes  No

Under s. 283.53(3)(a), a general MS4 permittee is required to reapply for permit coverage at least 180 days prior to the expiration date of the permit .

In order to acknowledge that you are reapplying for permit coverage, please check the following box:

## Required Attachments and Supplemental Information

Please complete the contents of each tab to submit your MS4 permit compliance document. The information included in this checklist is necessary for a complete submittal. A complete and detailed submittal will help us review about your MS4 permit document. To help us make a decision in the shortest amount of time possible, the following information must be submitted:

### Annual Report

- Review related web site and instructions for [Municipal storm water permit eReporting \[Exit Form\]](#)
- Complete all required fields on the annual report form and upload required attachments
- Attach the following other supporting documents as appropriate using the attachments tab above
  - Public Education and Outreach Annual Report Summary
  - Public Involvement and Participation Annual Report Summary

- Illicit Discharge Detection and Elimination Annual Report Summary
  - Construction Site Pollution Control Annual Report Summary
  - Post-Construction Storm Water Management Annual Report Summary
  - Pollution Prevention Annual Report Summary
    - Leaf and Yard Waste Management
    - Municipal Facility (BMP) Inspection Report
    - Municipal Property SWPPP
    - Municipally Property Inspection Report
    - Winter Road Maintenance
  - Storm Sewer Map Annual Report Attachment
  - Storm Water Quality Management Annual Report Attachment
  - TMDL Attachment
  - Storm Water Consortium/Group Report
  - Municipal Cooperation Attachment
  - Other Annual Report Attachment
- Attach the following permit compliance documents as appropriate using the attachments tab above
- Storm Water Management Program
    - Public Education and Outreach Program
    - Public Involvement and Participation Program
    - Illicit Discharge Detection and Elimination Program
    - Construction Site Pollutant Control Program
    - Post-Construction Storm Water Management Program
    - Pollution Prevention Program
      - Municipal Storm Water Management Facility (BMP) Inventory
      - Municipal Storm Water Management Facility (BMP) Inspection and Maintenance Plan
  - Total Maximum Daily Load documents (*\*If applicable, see permit for due dates.*)
    - TMDL Mapping\*
    - TMDL Modeling\*
    - TMDL Implementation Plan\*
    - Fecal Coliform Screening Parameter \*
    - Fecal Coliform Inventory and Map (*S050075-03 general permittees Appendix B B.5.2 – document due to the department by March 31, 2022*)
    - Fecal Coliform Source Elimination Plan (*S050075-03 general permittees Appendix B - document due to the department by October 31, 2023*)
- Sign and Submit form



**Municipal Contact Information- Complete**

**Notice:** Pursuant to s. NR 216.07(8), Wis. Adm. Code, an owner or operator of a Municipal Separate Storm Sewer System (MS4) is required to submit an annual report to the Department of Natural Resources (Department) by March 31 of each year to report on activities for the previous calendar year ("reporting year"). This form is being provided by the Department for the user's convenience for reporting on activities undertaken in each reporting year of the permit term. Personal information collected will be used for administrative purposes and may be provided to the extent required by Wisconsin's Open Records Law [ss. 19.31-19.39, Wis. Stats.].

**Note:** Compliance items must be submitted using the Attachments tab.

**Municipality Information**

**Name of Municipality:** Chippewa Falls City  
**Facility ID # or (FIN):** 24027  
**Updated Information:**  Check to update mailing address information

**Mailing Address:** City Hall 30 W Central

**Mailing Address 2:**

**City:** Chippewa Falls City

**State:** WI

**Zip Code:** 54729 xxxxx or xxxxx-xxxx

**Primary Municipal Contact Person (Authorized Representative for MS4 Permit)**

The "Authorized Representative" or "Authorized Municipal Contact" includes the municipal official that was charged with compliance and oversight of the permit conditions, and has signature authority for submitting permit documents to the Department (i.e., Mayor, Municipal Administrator, Director of Public Works, City Engineer).

Select to **create new** primary contact

**First Name:** William

**Last Name:** McElroy

Select to **update** current contact information

**Title:** Assistant City Engin

**Mailing Address:** 30 West Central Street

**Mailing Address 2:**

**City:** Chippewa Falls

**State:** WI

**Zip Code:** 54729 xxxxx or xxxxx-xxxx

**Phone Number:** 715-726-2736 **Ext:** xxx-xxx-xxxx

**Email:** bmcelroy@chippewafalls-wi.gov

**Additional Contacts Information (Optional)**

- Individual with responsibility for:**  
**(Check all that apply)**
- I&E Program
  - IDDE Program
  - IDDE Response Procedure Manual
  - Municipal-wide Water Quality Plan
  - Ordinances
  - Pollution Prevention Program
  - Post-Construction Program
  - Winter roadway maintenance

**First Name:** Rick

**Last Name:** Ruf

**Title:** Street Manager

**Mailing Address:** 5 Bjork Riverside Dr

**Mailing Address 2:**

**City:** Chippewa Falls

**State:** WI

**Zip Code:** 54729      | xxxxx or xxxxx-xxxx

**Phone Number:** 715-723-4151      | Ext:      | xxx-xxx-xxxx

**Email:** rruf@chippewafalls-wi.gov

**Municipal Billing Contact Person (Authorized Representative for MS4 Permit)**

- Select to **create new** Billing contact

**First Name:** William

**Last Name:** McElroy

- Select to **update** current contact information

**Title:** Assistant City Engineer

**Mailing Address:** 30 W Central Street

**Mailing Address 2:**

**City:** Chippewa Falls

**State:** WI

**Zip Code:** 54729      | xxxxx or xxxxx-xxxx

**Phone Number:** 715-726-2736      | Ext:      | xxx-xxx-xxxx

**Email:** bmcelroy@chippewafalls-wi.gov

1. Does the municipality rely on another entity to satisfy some of the permit requirements?

- Yes     No

2. Has there been any changes to the municipality's participation in group efforts towards permit compliances (i.e., the municipality has added or dropped consortium membership)?

- Yes     No

DRAFT

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7.

Form 3400-224 (R8/2021)

## Minimum Control Measures- Section 1 : Complete

### 1. Public Education and Outreach

- a. Does MS4 conduct any educational efforts or events independently (not with a group)  Yes  
 No
- b. How many total educational events were held during the reporting year: 6
- c. The permit requires that both passive and interactive mechanisms are utilized. How many interactive mechanisms were used during the reporting year? 6

Topics Covered	Target Audience
<input checked="" type="checkbox"/> Illicit discharge detection and elimination	<input checked="" type="checkbox"/> General Public
<input checked="" type="checkbox"/> Household hazardous waste disposal/pet waste management/vehicle washing	<input checked="" type="checkbox"/> Public Employees
<input checked="" type="checkbox"/> Yard waste management/pesticide and fertilizer application	<input checked="" type="checkbox"/> Residents
<input type="checkbox"/> Stream and shoreline management	<input checked="" type="checkbox"/> Businesses
<input checked="" type="checkbox"/> Residential infiltration	<input checked="" type="checkbox"/> Contractors
<input checked="" type="checkbox"/> Construction sites and post-construction storm water management	<input checked="" type="checkbox"/> Developers
<input checked="" type="checkbox"/> Pollution prevention	<input checked="" type="checkbox"/> Industries
<input type="checkbox"/> Green infrastructure/low impact development	<input checked="" type="checkbox"/> Public Officials
<input type="checkbox"/> Other:	<input type="checkbox"/> Other

DRAFT

- d. Will additional information/summary of education events be attached to the annual report?  Yes  
 No

If no, please provide additional comment in the brief explanation box below. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

City is an active member of Rain to Rivers of Western Wisconsin. See attached activity matrix and the about us section from their website.

### Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 2 : Complete

### 2. Public Involvement and Participation

- a. Permit Activities. Complete the following information on Public Involvement and Participation

Activities related to storm water. Select the Delivery Mechanism that best describes how the permit activities were conveyed to your population. Use the Add Event to add additional entries.

<b>Event Start Date</b>	1/1/2022		
<b>Project/Event Name</b>	City Website		
<b>Delivery Mechanism</b>	Website		
<b>Topics Covered</b>	<b>Target Audience</b>	<b>Estimated People Reached (Optional)</b>	<b>Regional Effort (Optional)</b>
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input checked="" type="checkbox"/> Residents <input checked="" type="checkbox"/> Businesses <input checked="" type="checkbox"/> Contractors <input checked="" type="checkbox"/> Developers <input checked="" type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

<b>Event Start Date</b>	3/15/2022		
<b>Project/Event Name</b>	Presentation to Chippewa Falls City Council		
<b>Delivery Mechanism</b>	Government Event (Public Hearing, Council Meeting, etc)		
<b>Topics Covered</b>	<b>Target Audience</b>	<b>Estimated People Reached (Optional)</b>	<b>Regional Effort (Optional)</b>
<input checked="" type="checkbox"/> MS4 Annual Report <input checked="" type="checkbox"/> Storm Water Management Program <input checked="" type="checkbox"/> Storm Water related ordinance <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> General Public <input checked="" type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses <input type="checkbox"/> Contractors <input type="checkbox"/> Developers <input type="checkbox"/> Industries <input checked="" type="checkbox"/> Public Officials <input type="checkbox"/> Other	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

b. Volunteer Activities. Complete the following information on Public Involvement and Participation Activities related to storm water. Select the Delivery Mechanism that best describes how volunteer activities were conveyed to your population. Use the Add Event to add additional entries.

<b>Event Start Date</b>	3/15/2022 <input type="checkbox"/> NA (Individual Permittee).		
<b>Project/Event Name</b>	City Council Event - Public Input Allowed		
<b>Delivery Mechanism</b>	Presentation of Storm Water Information		
<b>Topics Covered</b>	<b>Target Audience</b>	<b>Estimated People Reached (Optional)</b>	<b>Regional Effort (Optional)</b>
Volunteer Opportunity	<input checked="" type="checkbox"/> General Public <input type="checkbox"/> Public Employees <input type="checkbox"/> Residents <input type="checkbox"/> Businesses	Select...	<input type="radio"/> Yes <input checked="" type="radio"/> No

- Contractors
- Developers
- Industries
- Public Officials
- Other

c. Brief explanation on Public Involvement and Participation reporting. *Limit response to 250 characters and/or attach supplemental information on the attachments page.*

**Missing Information**

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

**Minimum Control Measures - Section 3 : Complete**

**3. Illicit Discharge Detection and Elimination**

- |   |     |                                 |
|---|-----|---------------------------------|
| a. How many total outfalls does the municipality have?  | 153 | <input type="checkbox"/> Unsure |
| b. How many outfalls did the municipality evaluate as part of their routine ongoing field screening program?  | 153 | <input type="checkbox"/> Unsure |
| c. From the municipality's routine screening, how many were confirmed illicit discharges?   | 0   | <input type="checkbox"/> Unsure |
| d. How many illicit discharge complaints did the municipality receive?  | 2   | <input type="checkbox"/> Unsure |
| e. From the complaints received, how many were confirmed illicit discharges?  | 1   | <input type="checkbox"/> Unsure |
| f. How many of the identified illicit discharges did the municipality eliminate in the reporting year (from both routine screening and complaints)? | 1   | <input type="checkbox"/> Unsure |

(If the sum of 3.c. and 3.e. does not equal 3.f., please explain below.)

g. How many of the following enforcement mechanisms did the municipality use to enforce its illicit discharge ordinance? Check all that apply and enter the number of each used in the reporting year.  Unsure

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Verbal Warning         | 1 |
| <input type="checkbox"/> Written Warning (including email) |   |
| <input type="checkbox"/> Notice of Violation               |   |
| <input type="checkbox"/> Civil Penalty/ Citation           |   |

Additional Information:

h. Brief explanation on Illicit Discharge Detection and Elimination reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to*

250 characters and/or attach supplemental information on the attachments page.

The unconfirmed illicit discharge could not be confirmed due to timeframe after which it was reported. A discussion was had with the business that was potentially involved.

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 4 : Complete

### 4. Construction Site Pollutant Control

- a. How many total construction sites with one acre or more of land disturbing construction activity were active at any point in the reporting year? 18  Unsure
- b. How many construction sites with one acre or more of land disturbing construction activity did the municipality issue permits for in the reporting year? 13  Unsure
- c. How many erosion control inspections did the municipality complete in the reporting year (at sites with one acre or more of land disturbing construction activity)? 36  Unsure
- 
- d. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.  Unsure
- No Authority
  - Verbal Warning 5
  - Written Warning (including email) 24
  - Notice of Violation 0
  - Civil Penalty/ Citation 0
  - Stop Work Order 0
  - Forfeiture of Deposit 0
  - Other - Describe below

- e. Brief explanation on Construction Site Pollutant Control reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

The five sites that did not have have municipal permits were City Street projects. The inspection on those sites was at least weekly and was not included in question c.

## Missing Information

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

**Minimum Control Measures - Section 5 : Complete**

**5. Post-Construction Storm Water Management**

a. How many sites with new structural storm water management Best Management Practice (BMP) have received local approval ? 12  Unsure

\*Engineered and constructed systems that are designed to provide storm water quality control such as wet detention ponds, constructed wetlands, infiltration basins, grassed swales, permeable pavement,

b. Does the MS4 have procedures for inspecting and maintaining private storm water facilities?  Yes  No  Unsure

c. If Yes, how many privately owned storm water management facilities were inspected in the reporting year ?  Unsure  
 Inspections completed by private landowners should be included in the reported number.

d. Does the municipality utilize privately owned storm water management BMP in its pollutant reduction analysis?  Yes  No  Unsure

e. If yes, does MS4 have maintenance authority on these privately owned BMPs? 2  Unsure

f. How many municipally owned storm water management BMPs were inspected in the reporting year? 22  Unsure

g. What types of enforcement actions does the municipality have available to compel compliance with the regulatory mechanism? Check all that apply and enter the number of each used in the reporting year.

- No Authority
- Verbal Warning 0
- Written Warning (including email) 0
- Notice of Violation
- Civil Penalty/ Citation 0
- Forfeiture of Deposit
- Complete Maintenance 0
- Bill Responsible Party 0
- Other - Describe below

e. Brief explanation on Post-Construction Storm Water Management reporting . *If marked 'Unsure' on any questions above, justify your reasoning. Limit your response to 250 characters and/or attach supplemental information on the attachments page.*



Unknown how many pond inspections were done by private individuals. they are not required to report that information to the City. Two private ponds are included in the TSS analysis for the City. Question 5e marked auto marked "unsure."

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

### Minimum Control Measures - Section 6 : Complete

#### 6. Pollution Prevention

Storm Water Management Best Management Practice Inspections  Not Applicable

- a. Enter the total number of municipally owned or operated structural storm water management best management practices. 22  Unsure
- b. How many new municipally owned storm water management best management practices were installed in the reporting year? 0  Unsure
- c. How many municipally owned storm water management best management practices were inspected in the reporting year? 22  Unsure
- d. What elements are looked at during inspections (250 character limit)?

Bank erosion, sedimentation in forebays, growth of plants/brush, outfall condition, water levels

- e. How many of these facilities required maintenance? 22  Unsure
- f. Brief explanation on Storm Water Management Best Management Practice inspection reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Regular mowing maintenance done on all ponds. Cattails were removed 4 ponds.  
Forebay sedimentation was removed from 2 ponds.

Public Works Yards & Other Municipally Owned Properties (SWPPP Plan Review)  Not Applicable

- g. How many municipal properties require a SWPPP? 1  Unsure
- h. How many inspections of municipal properties have been conducted in the reporting year? 1  Unsure
- i. Have amendments to the SWPPPs been made?  
 Yes  No  Unsure
- j. If yes, describe what changes have been made. Limit response to 250 characters and/or attach supplemental information on the attachment page:

- k. Brief explanation on Storm Water Pollution Prevention Plan reporting. *If you marked*

Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.

Collection Services - *Street Sweeping / Cleaning Program*  Not Applicable

- l. Did the municipality conduct street sweeping/cleaning during the reporting year?  
 Yes  No  Unsure
- m. If known, how many tons of material was removed? 1900  Unsure
- n. Does the municipality have a low hazard exemption for this material?  Yes  No
- o. If street cleaning is identified as a storm water best management practice in the pollutant loading analysis, was street cleaning completed at the assumed frequency?  
 Yes - Explain frequency Swept once every 2 weeks in Spring/Fall  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Catch Basin Sump Cleaning Program*  Not Applicable

- p. Did the municipality conduct catch basin sump cleaning during the reporting year?  
 Yes  No  Unsure
- q. How many catch basin sumps were cleaned in the reporting year? 925  Unsure
- r. If known, how many tons of material was collected? 300  Unsure
- s. Does the municipality have a low hazard exemption for this material?  Yes  No
- t. If catch basin sump cleaning is identified as a storm water best management practice in the pollutant loading analysis, was cleaning completed at the assumed frequency?  
 Yes - Explain frequency Cleaned annual and inspected every 6 months  
 No - Explain \_\_\_\_\_  
 Not Applicable

Collection Services - *Leaf Collection Program*  Not Applicable

- u. Does the municipality conduct curbside leaf collection?  Yes  No  Unsure
- v. Does the municipality notify homeowners about pickup?  Yes  No  Unsure
- w. Where are the residents directed to store the leaves for collection?  
 Pile on terrace  Pile in street  Bags on terrace  Unsure  
 Other - Describe Residents can take their leaves to the City Yard
- x. What is the frequency of collection?  
\_\_\_\_\_
- y. Is collection followed by street sweeping/cleaning?  Yes  No  Unsure
- z. Brief explanation on Collection Services reporting. *If you*

marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

Winter Road Management  Not Applicable

\*Note: We are requesting information that goes beyond the reporting year, answer the best you can.

aa. How many lane-miles of roadway is the municipality responsible for doing snow and ice control? (One mile of a two-way road equals two lane miles.) 210  Unsure

ab. Provide amount of de-icing products used by month last winter season?  
Solids (tons) (ex. sand, or salt-sand)

Product	Oct	Nov	Dec	Jan	Feb	Mar
<u>Salt</u>	0	75	115	225	175	100
<u>Sand</u>	0	0	50	195	150	50

Liquids (gallons) (ex. brine)

	Oct	Nov	Dec	Jan	Feb	Mar
<u>None</u>						

- ac. Was salt applying machinery calibrated in the reporting year?  Yes  No  Unsure
- ad. Have municipal personnel attended salt reduction strategy training in the reporting year?  Yes  No  Unsure

Training Date

Training Name

# Attendance

ae. Brief explanation on Winter Road Management reporting. If you marked *Unsure* for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page

Most staff has attended a salt reduction training in the last 2 years. Plan to send remaining staff in 2023. Staff attended pond maintenance training this year.

### Internal (Staff) Education & Communication

af. Has the municipality provided an opportunity for internal training or education to staff implementing the municipality's procedures for each of the pollution prevention program element?  Yes  No  Unsure

If yes, describe what training was provided (250 character limit):

Annual snow plow lunch - discuss winter maintenance strategies

When: 10/26/2022

How many attended: 20

ag. Describe how the municipality has kept the following local officials and municipal staff aware of the municipal storm water discharge permit programs, procedures and pollution prevention program requirements.

Elected Officials

Presentation at Common Council Meeting, March 15th 2022

Municipal Officials

Presentation at Common Council Meeting, March 15th 2022

Appropriate Staff ( such as operators, Department heads, and those that interact with public)

Monthly staff meetings within public works to update appropriate staff on our discharge permit. More focused discussion during construction season.

- ah. Brief explanation on Internal Education reporting. *If you marked Unsure for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

## Missing Information

Do not close your work until you **SAVE**.

Note: For the minimum control measures, you must fill out all questions in sections 1 through 7

Form 3400-224 (R8/2021)

## Minimum Control Measures - Section 7 : Complete

### 7. Storm Sewer System Map

- a. Did the municipality update their storm sewer map this year?

Yes  No  Unsure

If yes, check the areas the map items that got updated or changed:

Storm water treatment facilities

Storm pipes

Vegetated swales

Outfalls

Other - Describe below

- b. Brief explanation on Storm Sewer System Map reporting. *If you marked Unsure for an question for any questions above, justify the reasoning. Limit response to 250 characters and/or attach supplemental information on the attachments page.*

Annual updates made. See attached storm sewer map.

## Missing Information

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

### Final Evaluation - Has Missing Items

#### Fiscal Analysis

Complete the fiscal analysis table provided below. For municipalities that do not break out funding into permit program elements, please enter the monetary amount to your best estimate of what funding may be going towards these programs.

Annual Expenditure Reporting Year	Budget Reporting Year	Budget Upcoming Year	Source of Funds
-----------------------------------	-----------------------	----------------------	-----------------

Element: Public Education and Outreach

Storm water utility

Element: Public Involvement and Participation

Storm water utility

Element: Illicit Discharge Detection and Elimination

Storm water utility

Element: Construction Site Pollutant Control

Storm water utility

Element: Post-Construction Storm Water Management

Storm water utility

Element: Pollution Prevention

Storm water utility

Other (describe)

Select...

Please provide a justification for a "0" entered in the Fiscal Analysis. *Limit response to 250 characters.*

#### Water Quality

a: Were there any known water quality improvements in the receiving waters to which the

municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**b:** Were there any known water quality degradation in the receiving waters to which the municipality's storm sewer system directly discharges to?

Yes  No  Unsure      If Yes, explain below:

**c:** Have any of the receiving waters that the municipality discharges to been added to the impaired waters list during the reporting year?

Yes  No  Unsure

**d:** Has the municipality evaluated their storm water practices to reduce the pollutants of concern?

Yes  No  Unsure

### Storm Water Quality Management

**a.** Has the municipality completed or updated modeling in the reporting year (relating to developed urban area performance standards of s. NR 151.13(2)(b)1., Wis. Adm. Code)?  Yes  No

**b.** If yes, enter percent reduction in the annual average mass discharging from the entire MS4 to surface waters of the state as compared to implementing no storm water management controls:

Total suspended solids (TSS) |

Total phosphorus (TP) |

### Additional Information

Based on the municipality's storm water program evaluation, describe any proposed changes to the municipality's storm water program. *If your response exceeds the 250 character limit, attach supplemental information on the attachments page.*

## Missing Information

Please enter expenditure amount, Please enter proposed budget amount, Please enter budgeted amount,

Do not close your work until you SAVE.

Form 3400-224 (R8/2021)

## Requests for Assistance on Understanding Permit Programs

Would the municipality like the Department to contact them about providing more information on understanding any of the Municipal Separate Storm Sewer Permit programs?

Please select all that apply:

- Public Education and Outreach
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Pollutant Control
- Post-Construction Storm Water Management
- Pollution Prevention
- Storm Water Quality Management
- Storm Sewer System Map
- Water Quality Concerns
- Compliance Schedule Items Due
- MS4 Program Evaluation

DRAFT

Do not close your work until you **SAVE**.

Form 3400-224(R8/2021)

## Required Attachments and Supplemental Information

Any other MS4 program information for inclusion in the Annual Report may be attached on here. Use the Add Additional Attachments to add multiple documents.

Upload Required Attachments (15 MB per file limit) - [Help reduce file size and trouble shoot file uploads](#)

\*Required Item

Note: To replace an existing file, use the 'Click here to attach file ' link or press the to delete an item.

### Storm Sewer System Map

📎 File Attachment

[StormSewerMapChippewaFalls2022.pdf](#)

### Attach - Other Supporting Documents

#### AR SWGroupReport

📎 File Attachment

[RaintoRiversAboutUs-2022.pdf](#)

#### AR SWGroupReport

📎 File Attachment

[RaintoRiversEducationalActivities-2022.pdf](#)

#### AR CSPC

📎 File Attachment

[StormwaterInspections2022-ChippewaFalls1.pdf](#)

#### AR CSPC

📎 File Attachment

[StormwaterInspections2022-ChippewaFalls2.pdf](#)

#### AR CSPC

📎 File Attachment

[StormwaterInspections2022-ChippewaFalls3.pdf](#)

DRAFT

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

- Public Education and Outreach Annual Report Summary
- Public Involvement and Participation Annual Report Summary
- Illicit Discharge Detection and Elimination Annual Report Summary
- Construction Site Pollution Control Annual Report Summary



- Post-Construction Storm Water Management Annual Report Summary
- Pollution Prevention Annual Report Summary
  - Leaf and Yard Waste Management
  - Municipal Facility (BMP) Inspection Report
  - Municipal Property SWPPP
  - Municipally Property Inspection Report
  - Winter Road Maintenance
- Storm Sewer Map Annual Report Attachment
- Storm Water Quality Management Annual Report Attachment
- TMDL Attachment
- Storm Water Consortium/Group Report
- Municipal Cooperation Attachment
- Other Annual Report Attachment

## Attach - Permit Compliance Documents

(To remove items, use your cursor to hover over the attachment section. When the drop down arrow appears, select remove item)

## Missing Information

Draft and Share PDF Report with the permittee's governing body or delegated representatives.

Press the button below to create a PDF. The PDF will be sent to the email address associated with the WAMS ID that is signed in. After the annual report has been reviewed by the governing body or delegated representative, return to the MS4 eReporting System to submit the final report to the DNR.

[Draft and Share PDF Report](#)

**Complete and Submit Your Application**

You have not completed all areas of the application. Please return to the application and complete all missing items.

Contact Information: Complete

Minimum Control Measures Section 1: Complete

Minimum Control Measures Section 2: Complete

Minimum Control Measures Section 3: Complete

Minimum Control Measures Section 4: Complete

Minimum Control Measures Section 5: Complete

Minimum Control Measures Section 6: Complete

Minimum Control Measures Section 7: Complete

Attachments: Complete

Final Evaluation: Has Missing Items

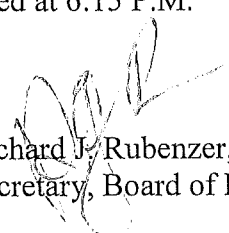
DRAFT

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, MARCH 13, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, March 13, 2023 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Jason Hiess and Tom Hubbard. Also attending were Assistant City Engineer Bill McElroy, Julie Williams and Wayne Abbott.

1. **Motion** by Rubenzer, seconded by Hubbard to approve the minutes of the February 13, 2023 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Director of Public Works Rubenzer provided background information on trucks hitting the house on the alley property line located at 612 N. High Street. Julie Williams has previously requested no truck traffic in alley. A previous Board of Public Works and Common Council meetings took no action to restrict trucks from using the alley. Director of Public Works Rubenzer suggested bollards such as near 3D Fitness and Chamber parking lot protecting decorative fence. Bollards would then protect the house. Director of Public Works Rubenzer stated he is not sure if the City installed or the owner did at 3D Fitness. Mayor Hoffman suggested to check with Hunts regarding unloading in the street, using smaller trucks, etc. Williams believes it is only Olson's Ice Cream deliveries that use semi-trailers. Mayor Hoffman will speak with Dan Hunt. Director of Public Works Rubenzer will check into prices of bollards. **No action taken.**
  
3. Director of Public Works Rubenzer provided background regarding agreement with VMC, LLC for Telecom Services. The previous pass through cost was \$11,500 for telecommunication companies for review when telecommunication companies want to upgrade/install equipment on our towers (\$13,500 for each installation). Dale Romsos would be the main contact. Dale changed employment, thus the reason for the revised contract. Difference between contracts is this one is for when vendors want to be on the towers and do upgrades, etc. Next item is general engineering for our own devices, (Police and Street Department radios).  
**Motion** by Hubbard, seconded by Hiess to recommend the Common Council approve the attached agreement for Professional Services with VMC, LLC for review and inspection of all vendor communication antennae installations on City utility towers, (pass through costs), pending review and approval by Attorney Ferg. **All present voting aye. MOTION CARRIED.**
  
4. The agreement with VMC, LLC for General Engineering Services was explained in the previous item. This was previously done with bonding. If a project comes up, then the agreement would come back. Mayor Hoffman suggested that we approve the agreement to have on hand if needed.  
**Motion** by Hiess, seconded by Hubbard to recommend the Common Council approve the attached agreement for Professional Services for on-call General Engineering Services with VMC, LLC. **All present voting aye. MOTION CARRIED.**

5. Director of Public Works Rubenzer gave background on the Agreement with Ayres Associates, Inc. for the annual Groundwater Sampling, Analysis and Reporting. **Motion** by Hiess, seconded by Hubbard to recommend the Common Council approve the agreement with Ayres Associates, Inc. for annual Groundwater Sampling, Analysis and Reporting. **All present voting aye. MOTION CARRIED.**
  
6. Director of Public Works Rubenzer presented the annual Groundwater Sampling, Analysis and Reporting Reduction Program Agreement with Ayres Associates Inc. This agreement is to attempt to reduce the number of wells for testing and therefore reduce testing costs. Presently, testing is done twice per year on a total of 17 wells. Hiess asked if there is a chance to get it closed out. Ayres has had success to get sampling to once per year at other cities landfills. This would be an estimated two year payback if approved. Funding comes from the general fund. **Motion** by Hubbard, seconded by Hoffman to recommend the Common Council approve the agreement with Ayres Associates, Inc. for the annual Groundwater Sampling, Analysis and Reporting Reduction Program. **All present voting aye. MOTION CARRIED.**
  
7. **Motion** by Hubbard seconded by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:15 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, February 27, 2023 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, FEBRUARY 27, 2023**

**IS**

**CANCELLED**

**DUE TO INCLEMENT WEATHER**

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

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

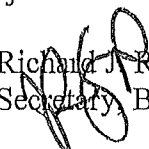
**CERTIFICATION**

I hereby certify that a copy of this Notice was emailed to the Chippewa Herald, posted on the 1<sup>st</sup> floor, City Hall and on the City Hall Bulletin Board on Monday, February 27, 2023 at 11:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, FEBRUARY 13, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, February 13, 2023 at 5:30 PM. Attending were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer, Alderperson Jason Hiess and Tom Hubbard.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the January 23, 2023 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. **Motion** by Hiess, seconded by Hubbard to combine Board of Public Works agenda items 2-6. **All present voting aye. MOTION CARRIED.**
  
3. The Board of Public Works considered the width, functional classification and sidewalk locations of the following streets proposed for reconstruction in 2023. **Motion** by Hiess, seconded by Hubbard to recommend:
  - a). the common council set the street width of Chippewa Street(Canal Street to Depot Street) at 30 feet face of curb to face of curb, to not add any sidewalk in this section of street and to functionally classify this street as a Local Street.
  
  - b). the common council set the street width of Columbia Street(Carson Street to Superior Street) at 30 feet face of curb to face of curb, Columbia Street(Superior Street to Island Street) at 36 feet face of curb to face of curb, to keep the existing sidewalks in this section of street in place, replacing all condemnable sidewalks and to functionally classify this street as a Local Street.
  
  - c). the common council set the street width of Walnut Street(Pear Street to Main Street) at 30 feet face of curb to face of curb, Walnut Street(Main Street to Woodward Avenue) at 38 feet face of curb to face of curb, to replace condemnable sidewalk between Main Street and Duncan Street, to remove sidewalks between Duncan Street and Woodward Avenue and to functionally classify this street as a Local Street.
  
  - d). the common council set the street width of Prentice Street(Morris Street to First Avenue) at 30 feet face of curb to face of curb, to not add any sidewalk in this section of street and to functionally classify this street as a Local Street.
  
  - e). the common council set the street width of Pearl Street(Mansfield Street to Stanley Street) at 38 feet face of curb to face of curb, to keep the existing sidewalks in this section of street in place replacing all condemnable sidewalks and to functionally classify this street as a Local Street.**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 5:32 P.M.

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

# Agreement for Professional Services

This Agreement is effective as of February 09, 2023 between City of Chippewa Falls (Client) and VMC LLC (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as:

<b>Client's Authorized Representative</b>	Richard Rubenzer
<b>Address</b>	30 West Central Street Chippewa Falls WI 54729
<b>Telephone</b>	718 726-2739
<b>Email</b>	rrubenzer@cippewafalls-wi.gov
<b>VMC Director</b>	Dale Romsos
<b>Address</b>	1650 West End Blvd., St Louis Park, MN 55416
<b>Telephone</b>	715 645-9360
<b>Email</b>	dale.romsos@vmcllc.com

## I. Scope

The Basic Services to be provided by Consultant as set forth herein are provided subject to General Conditions of the Agreement for Professional Services, which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

### Telecommunication: Review and Inspection

#### 1. Documentation Review

- Review lease, lease amendment, site drawings, antenna information, and specifications.
  - Consult with Client and Carrier representative, providing associated administrative support to confirm that the plan meets the Client requirements.
- Review related structural and associated construction documents, calculations.

2. Conduct preconstruction meeting with the contractor, subcontractors, and Client prior to the commencement of construction to confirm that all parties understand the Client requirements and coordinate the construction schedule.

3. Perform paint shop and site visits to check work to determine if it's generally in accordance with the construction plans and specifications, utility requirements, and the preconstruction meeting minutes:

- Paint shop observations for antenna and components identified in construction plans.

- Provide observation of the applicable surface preparation and coating application to determine if generally in accordance with the existing system and manufacturer's recommendations.
  - Provide observation of mechanically attached component and communication cable routing/line dressing in accordance with the construction plans; to be scheduled in cooperation with the contractor (3 site visits).
    - Include evidence of non-compliant items.
    - Include approved and corrected installation/modification as part of follow up from previous inspection.
4. Perform final review of the installation to determine if it is generally in accordance with the Client's approved project plans and preconstruction meeting minutes. Develop and distribute a punch list as applicable. Follow-up inspections for punch list work are excluded and represent additional inspections.
  5. Complete a final installation close-out package.

\*Please note:

1. The above scope reflects the level of effort associated with typical carrier site upgrades. (excl. field inspections associated with civil site work and weldments) This scope can be modified on a per project basis, as requested by the Client, based on the level of effort required as applicable to the carrier's submitted plan set
2. Consultant will track project milestones and remaining budget

## II. Schedule

Upon Client authorization, the Consultant can begin this work immediately. Specific to this project, it is the Consultant's intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

## III. Payment

Consultant proposes to provide services as referenced in the scope above on an hourly basis including reimbursable expenses (reproductions, mileage, and daily vehicle allowance). Consultant estimates a fee of <enter cost here> in accordance with the Table below.

Task Description	Fee
<b>Telecommunication: Review and Inspection</b>	
1. Documentation Review	\$1,800.00
1a. Structural Review	\$800.00
2. Preconstruction Meeting	\$1,800.00



3. Inspections	
<i>Shop Paint Inspections</i>	\$850.00
<i>Field Inspection</i>	\$4,000.00
4. Final Inspection	\$2,000.00
5. Project Closeout/Site Admin.	\$1,800.00
<b>Total</b>	<b>\$13,050.00</b>

\*Note: Above fees for Additional Services are Lump Sum per Task representing services outside the scope of this agreement.

Fee assumes the project has been created by tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to client. Landlord encourages tenant to contact consultant for site information and project time lines.

Should circumstances arise that require Additional Services on the part of consultant staff, Consultant will provide notification to the Client of the services to be provided. Reference the table above for associated fees. Consultant will invoice the project monthly. Invoices are to be paid net 30.

### III. Other Terms and Conditions

Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

### IV. Summary

This Agreement for Professional Services represents the entire understanding between the Client and Consultant with respect to providing services for this project and may only be modified in writing signed by both parties.



**Accepted by:**

**<Client Organization Name>**

---

Printed Name, Title

---

Signature

Date

**VMC LLC**

Angela Merrifield, President

---

Printed Name, Title

---

Signature

Date



## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to an equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

**SECTION IV – GENERAL CONSIDERATIONS**

**A. Standards of Performance**

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

**B. Indemnity for Environmental Issues**

1. Consultant is not a user, generator, handler, operator, arranger, store, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

**C. Limitations on Consultant's Liability**

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

**D. Assignment**

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

**SECTION V – DISPUTE RESOLUTION**

**A. Mediation**

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

**B. Litigation – Choice of Venue and Jurisdiction**

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

**SECTION VI – INTELLECTUAL PROPERTY**

**A. Proprietary Information**

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

**B. Client Use of Instruments of Service**

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

**C. Reuse of Documents**

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.



**Exhibit A-1  
to Agreement for Professional Services  
Between xxxxxx (Client)  
and  
VMC LLC (Consultant)  
Dated February 8, 2023**

**Payments to Consultant for Services and Expenses  
Time and Materials**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**I. Hourly Basis Option**

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

**II. Expenses**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project in accordance with current GSA Per Diem rates.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.



7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.
12. The Client shall pay Consultant monthly for expenses.

### **III. Equipment Utilization**

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



## General Conditions of the Agreement for Professional Services

### SECTION I – SERVICES OF CONSULTANT

#### A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

#### B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

#### C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

#### D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

### SECTION II – CLIENT RESPONSIBILITIES

#### A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

### SECTION III – PAYMENTS

#### A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

**SECTION IV – GENERAL CONSIDERATIONS**

**A. Standards of Performance**

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

**B. Indemnity for Environmental Issues**

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

**C. Limitations on Consultant's Liability**

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

**D. Assignment**

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

**SECTION V – DISPUTE RESOLUTION**

**A. Mediation**

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

**B. Litigation – Choice of Venue and Jurisdiction**

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

**SECTION VI – INTELLECTUAL PROPERTY**

**A. Proprietary Information**

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

**B. Client Use of Instruments of Service**

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

**C. Reuse of Documents**

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.





## Agreement for Professional Services On Call General Engineering Services

This Agreement is effective as of February 9, 2023, between City of Chippewa Falls (Client) and VMC LLC (Consultant).

This Agreement authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: On Call General Engineering Services.

<b>Client's Authorized Representative</b>	
<b>Address</b>	
<b>Telephone</b>	
<b>Email</b>	
<b>VMC Director</b>	Dale Romsos
<b>Address</b>	1650 West End Blvd., St Louis Park, MN 55416
<b>Telephone</b>	
<b>Email</b>	dale.romsos@vmcllc.com

### I. Scope

The Basic Services to be provided by Consultant as set forth herein is provided subject to the attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16), which is incorporated by reference herein and subject to Exhibits attached to this Agreement.

General Services – General Services are services of an immediate or minor nature that will be requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, Consultant will provide a fee estimate at the time the services are requested.

Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

### II. Payment



The total cost will not exceed \_\_\_\_\_ unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

This Agreement for Professional Services, attached General Conditions, Exhibits and any Attachments (collectively referred to as the "Agreement") supersedes all prior contemporaneous oral or written agreements and represents the entire understanding between Client and Consultant with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all other Exhibits unless noted below under "Other Terms and Conditions". The Agreement for Professional Services and the General Conditions (including scope, schedule, fee and signatures) shall take precedence over attached Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

Consultant will invoice the project monthly. Invoices are to be paid net 30.

**III. Other Terms and Conditions**

Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein:

**Accepted by:**

<Client Organization Name>

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**VMC LLC**

Angela Merrifield, President



---

Printed Name, Title

---

Signature

Date

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of February 16, 2023, between the City of Chippewa Falls, 30 West Central Street, Chippewa Falls, Wisconsin (CLIENT) and Ayres Associates Inc, 3376 Packerland Drive, Ashwaubenon, Wisconsin (CONSULTANT).

CLIENT intends to retain CONSULTANT for professional services environmental monitoring and as described in Attachment A (hereinafter called the Project).

CLIENT and CONSULTANT agree to performance of professional services by CONSULTANT and payment for those services by CLIENT as set forth below.

**This Project includes services on a site with hazardous substances. Because of the inherent risk on the site, provisions contained in Attachment E are hereby incorporated into this Agreement between CLIENT and CONSULTANT.**

The following Attachments are attached to and made a part of this Agreement.

Attachment A - Scope of Services, consisting of 1 page.

Attachment B - Period of Services, consisting of 1 page.

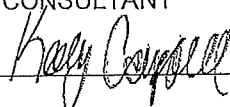
Attachment C - Compensation and Payments, consisting of 2 pages.

Attachment D - Terms and Conditions, consisting of 2 pages.

**Attachment E - Terms and Conditions for Services Involving Hazardous Substances, consisting of 3 pages.**

This Agreement (consisting of 1 page), together with the Attachments identified above, constitute the entire agreement between CLIENT and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Attachments may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

_____		Ayres Associates Inc
CLIENT		CONSULTANT
_____	(Signature)	
_____	(Typed Name)	Keely Campbell, PG
_____	(Title)	Manager-Midwest Development Services
_____	(Date)	February 16, 2023

## ATTACHMENT A - SCOPE OF SERVICES

This is an attachment to the Agreement dated February 16, 2023, between the City of Chippewa Falls (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 1 - BASIC SERVICES

CONSULTANT shall provide professional environmental services for CLIENT for 2023 (1-year) as provided below.

#### Task 1-Monitoring Well and Gas Probe Sampling

CONSULTANT will sample 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, 17 monitoring wells, 4 private wells, and 1 leachate location will be sampled annually in September, and 11 monitoring wells will be sampled in March. The groundwater temperature, conductivity, and pH will be recorded during the collection of each groundwater sample in March and September.

CONSULTANT will monitor 8 landfill gas probes annually in September for percent by volume of methane, oxygen, and balance gas. The ground condition (i.e., frozen), ambient temperature, barometric pressure, and pressure trend will also be recorded during sampling.

#### Task 2-Sample Analysis

Samples will be submitted to a State-certified laboratory for analysis. Samples collected in September will be analyzed for volatile organic compounds (VOCs), alkalinity, hardness, and chloride. Samples collected in March will be analyzed for VOCs. EPA Method 8260 will be used for VOC analysis. Inorganic samples (alkalinity, hardness, and chloride) will be analyzed in accordance with currently approved methods.

#### Task 3-Data Reporting

The groundwater monitoring data will be submitted electronically to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. Additionally, an groundwater quality exceedance notification will be sent to the WDNR project manager as required in Wis. Admin. Code ch. NR 507. CONSULTANT will provide the CLIENT with a hard copy of the results for their files. WDNR has also requested the private well data be submitted to their local District Office immediately after receipt from the laboratory. CONSULTANT will continue to provide this data to the local WDNR office.

### ARTICLE 2 - ADDITIONAL SERVICES

If authorized in writing by CLIENT, CONSULTANT shall furnish or obtain from others Additional Services as provided below. These services are not included as part of Basic Services and will be paid for by CLIENT as indicated in Attachment C.

- Additional semi-annual environmental monitoring rounds in subsequent years.
- Sampling to confirm groundwater quality standard exceedances.
- Evaluation and significance explanations requested by WDNR.
- Assessment monitoring as described in Wis. Admin. Code ch. NR 507.

### ARTICLE 3 - CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

Designate a person in writing to act as CLIENT's representative.

Provide all criteria and full information as to CLIENT's requirements.

Furnish to CONSULTANT all available pertinent information including, but not limited to, property, boundary, easement, right-of-way, and utility surveys, the location of buried tanks, piping, and related utilities, and previous reports, all of which CONSULTANT may use and rely upon in performing services under this Agreement.

Provide access to the site of the Project and provide any required easements for monitoring wells to be installed on or off the site.

Recognizing and acknowledging that CONSULTANT's services and expertise do not include the following services, provide, as required for the Project (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; and (2) Legal services with regard to issues pertaining to the Project as CLIENT requires or CONSULTANT reasonably requests.

## ATTACHMENT B - PERIOD OF SERVICES

This is an attachment to the Agreement dated February 16, 2023, between the City of Chippewa Falls (CLIENT) and Ayres Associates Inc (CONSULTANT).

### ARTICLE 4 - PERIOD OF SERVICES

The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided below and if such dates are exceeded through no fault of CONSULTANT, compensation provided herein shall be subject to equitable adjustment.

Task

Sampling  
Reporting

Calendar Days After

Authorization to Proceed

March and September 2023

Within 60 days of the end of the sampling period as required by the WDNR

## **ATTACHMENT C - COMPENSATION AND PAYMENTS**

This is an attachment to the Agreement dated February 16, 2023, between the City of Chippewa Falls (CLIENT) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 5 - COMPENSATION AND PAYMENTS**

#### **5.1 Compensation for Services and Expenses**

5.1.1 Basic Services. CLIENT shall pay CONSULTANT for Basic Services set forth in Attachment A as follows:

5.1.1.1 CONSULTANT will complete the work in Attachment A for a fee of \$11,450. If laboratory subconsultant costs exceed the estimated \$3,700, the CLIENT shall pay CONSULTANT for the difference between the estimated and actual laboratory cost incurred.

5.1.2 Additional Services. CLIENT shall pay CONSULTANT for Additional Services, if any, as follows:

5.1.2.1 For services of CONSULTANT's employees engaged directly on the Project pursuant to Attachment A, Article 2, an amount equal to the cumulative hours charged to the Project by each of CONSULTANT's employees times Standard Hourly Rates for each applicable employee for all Additional Services performed on the Project, plus related Reimbursable Expenses and charges of CONSULTANT's independent professional associates and subconsultants, if any.

5.1.3 Other Provisions Concerning Compensation

5.1.3.1 Charges of CONSULTANT's Independent Professional Associates and Subconsultants. Whenever CONSULTANT is entitled to compensation for the charges of CONSULTANT's independent professional associates and subconsultants, those charges shall be the amounts billed to CONSULTANT times a factor of 1.

5.1.3.2 Annual Adjustments. The Standard Hourly Rates Schedule will be adjusted annually (as of January) and the Reimbursable Expenses Schedule will be adjusted annually (as of May) to reflect equitable changes in the compensation payable to CONSULTANT.

5.1.3.3 Records. Records pertinent to CONSULTANT's compensation will be kept in accordance with generally accepted accounting practices. To the extent necessary to verify CONSULTANT's charges and upon CLIENT's timely request, CONSULTANT shall make copies of such records available to CLIENT at cost.

#### **5.2 Payments**

5.2.1 Times of Payments. CONSULTANT shall submit monthly invoices for Basic and Additional Services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments in response to CONSULTANT's invoices.

5.2.2 Failure to Pay. If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT's invoices, the amounts due CONSULTANT will be increased at the rate of 1-1/2% per month (18% A.P.R.), or the maximum rate of interest permitted by law, if less, from said thirtieth day, and in addition, CONSULTANT may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services and expenses.



5.2.3 Payments Upon Termination. In the event of termination by CLIENT, CONSULTANT will be entitled to invoice CLIENT and to receive full payment for all services performed or furnished and all Reimbursable Expenses and charges of CONSULTANT'S independent professional associates and subconsultants incurred through the effective date of termination.

5.2.4 Payments for Taxes Assessed on Services. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to the compensation as determined above.

5.2.5 Deductions or Offsets. No deductions or offsets shall be made from CONSULTANT's compensation or expenses on account of any setoffs or back charges.

### **5.3 Definitions**

5.3.1 Reimbursable Expenses. Reimbursable Expenses mean the actual expenses incurred by CONSULTANT, directly or indirectly in connection with the Project, such as expenses for: transportation and subsistence incidental thereto; toll telephone calls and mobile phone charges; facsimile transmissions; expenses incurred for computer time, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

## APPENDIX 2 - STANDARD HOURLY RATES SCHEDULE

The range of Standard Hourly Rates for each class of CONSULTANT's employees is as follows:

Project Manager I	\$155 per hour
Professional III	\$140 per hour
Professional II	\$120 per hour
CAD Designer	\$115 per hour
Professional I	\$108 per hour
Accountant	\$86 per hour
Technician	\$78 per hour
Admin Assistant	\$78 per hour

## **ATTACHMENT D - TERMS AND CONDITIONS**

This is an attachment to the Agreement dated February 16, 2023, between the City of Chippewa Falls (CLIENT) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 6 - OPINIONS OF COST**

#### **6.1 Opinions of Probable Cost**

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.

### **ARTICLE 7 - GENERAL CONSIDERATIONS**

#### **7.1 Standard of Performance**

The standard of care for all professional services performed or furnished by CONSULTANT under this Agreement 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 Agreement or contract subject to the provisions of any uniform commercial code. Similarly, CONSULTANT will not accept those terms and conditions offered by CLIENT in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgment 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.

#### **7.2 Reuse of Documents**

All documents prepared by CONSULTANT (and independent professional associates and subconsultants) pursuant to this Agreement are instruments of service and CONSULTANT shall retain an ownership and property interest therein. CLIENT may make and retain copies for information and reference in connection with use by CLIENT.

#### **7.3 Electronic Files**

CLIENT and CONSULTANT agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this Agreement 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. CLIENT 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.

#### **7.4 Insurance**

CONSULTANT shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any and all employees or of any person other than such employees, and from claims

or damages because of injury to or destruction of property including loss of use resulting therefrom. Requirements for insurance are amended and supplemented as indicated in Attachment E.

## **7.5 Termination**

The obligation to provide further services under this Agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

## **7.6 Controlling Law**

This Agreement is to be governed by the law of the place of business of CONSULTANT at the address hereinbefore stated.

## **7.7 Assignment of Rights**

7.7.1 Neither CLIENT nor CONSULTANT shall assign, sublet or transfer any rights under or interest in this Agreement (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 Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and subconsultants as CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and CONSULTANT and not for the benefit of any other party.

## **7.8 Dispute Resolution**

7.8.1 Negotiation. CLIENT 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 dispute resolution provision below or other provisions of this Agreement, or under law.

7.8.2 Mediation. If direct negotiations fail, CLIENT 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 Agreement 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 Agreement prior to exercising other rights under law.

## **7.9 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 Agreement.

## **ATTACHMENT E - TERMS AND CONDITIONS FOR SERVICES INVOLVING HAZARDOUS SUBSTANCES**

This is an attachment to the Agreement dated February 16, 2023, between the City of Chippewa Falls (CLIENT) and Ayres Associates Inc (CONSULTANT).

### **ARTICLE 8 - SERVICES INVOLVING HAZARDOUS SUBSTANCES**

#### **8.1 Standard of Care - Services Involving Hazardous Substances**

In accepting this Agreement for professional services, CLIENT acknowledges the inherent risk associated with hazardous, oil, radioactive, toxic, irritant, pollutant, or otherwise dangerous substances or conditions as well as with construction activities. In performing the professional services, CONSULTANT shall use that degree of care and skill ordinarily exercised, under similar circumstances, by members of the profession practicing in the same or similar locality. The standard of care shall be judged exclusively at the time the services are rendered and not according to later standards.

#### **8.2 Project Site**

8.2.1 CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to the identity, location, quantity, nature, or characteristics of any hazardous substances at, on, or under the site. In addition, CLIENT shall furnish all data, prior studies, manufacturing or waste disposal histories, and construction documents actually or potentially informative as to the actual conditions at the site for performance of CONSULTANT's services. CONSULTANT shall be entitled to rely upon CLIENT-furnished documents and information in performing the services required under this Agreement, however, CONSULTANT assumes no responsibility or liability for their accuracy or completeness.

8.2.2 CONSULTANT shall not supervise, direct, or have control over the work of construction contractors or their subcontractors. CONSULTANT's services do not include a review or evaluation of the contractor's or subcontractor's safety measures.

8.2.3 CONSULTANT shall be responsible only for its activities and that of its employees and subconsultants on the site. Neither the professional activities nor the presence of CONSULTANT or its employees or its subconsultants on the site shall imply that CONSULTANT controls the operations of others, nor shall this be construed to be an acceptance by CONSULTANT of any responsibility for jobsite safety.

#### **8.3 Right-of-Entry**

CLIENT shall furnish right-of-entry for CONSULTANT to such property as may be necessary for CONSULTANT to perform the services under this Agreement. CONSULTANT shall take reasonable precautions to minimize damage to the property caused by CONSULTANT's equipment but has not included in CONSULTANT's fee the cost of restoration of damage which may result from CONSULTANT's operations. If CLIENT requires CONSULTANT to restore property to its former conditions, the costs associated with restoration shall be added to CONSULTANT's fee.

#### **8.4 Disposal of Contaminated Material**

It is understood and agreed that CONSULTANT is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of hazardous or toxic substances found or identified at the site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation, and disposal of hazardous substances or constituents found or identified at the site.

## **8.5 Indemnification**

8.5.1 It is understood and agreed that CLIENT is requesting CONSULTANT to undertake, for CLIENT's benefit, obligations involving the presence or potential presence of hazardous substances. Therefore, it is expressly understood that CLIENT shall in no manner hold CONSULTANT responsible for any existing site condition and the presence or potential presence of hazardous substances.

8.5.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, directors and employees, and subconsultants (collectively, CONSULTANT) against all damages, liabilities or costs, including reasonable attorney fees and defense costs, to the extent caused by CLIENT's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

8.5.3 CONSULTANT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CLIENT, its officers, directors, and employees (collectively, CLIENT) against all damages, liabilities, or costs, including reasonable attorney fees and defense costs, to the extent caused by CONSULTANT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom CONSULTANT is legally liable.

8.5.4 Neither CLIENT nor CONSULTANT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence. In the event there is joint negligence on the part of CLIENT and CONSULTANT, the responsibility and indemnification obligations for such negligence shall be prorated to reflect the relative degree of negligence or fault attributable to CLIENT and CONSULTANT. CONSULTANT shall not be liable for any indirect damages.

## **8.6 Limitation of Liability**

8.6.1 CLIENT 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 CLIENT 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 CLIENT's written request prior to the start of CONSULTANT's services.

8.6.2 CLIENT shall not be liable to CONSULTANT and CONSULTANT shall not be liable to CLIENT for any consequential damages incurred by either due to fault of other, regardless of nature of this fault, or whether it was committed by CLIENT or CONSULTANT, their employees, agents or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

## **8.7 Insurance**

CONSULTANT represents that it carries statutorily required Workers' Compensation Insurance, Commercial General Liability Insurance in the amount of \$1,000,000, Business Automobile Liability Insurance in the amount of \$1,000,000, and Professional Liability Insurance, with Pollution Liability coverage, in the amount of \$1,000,000. Certificates of these insurances shall be provided to CLIENT upon request. If CLIENT requires additional insurance coverage, CONSULTANT shall endeavor to obtain additional coverage at CLIENT's expense, payable in advance.

## **8.8 Precedence**

These Terms and Conditions for Services Involving Hazardous Substances shall take precedence over any conflicting provisions elsewhere in the Agreement.

### **8.9 Severability**

If any of these Terms and Conditions are determined to be invalid or unenforceable in whole or part, the remaining provisions of this Agreement shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

### **8.10 Survival**

These Terms and Conditions shall survive the completion of the services under this Agreement and the termination of this Agreement for any cause.



Ingenuity, Integrity,  
and Intelligence.

February 21, 2023

Rick Rubenzer, PE  
City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729

Re: Plan Modification Request to Reduce Groundwater Monitoring

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for preparing a request to reduce groundwater monitoring at the Chippewa Falls County Landfill. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

### Project Description

Per the Wis. Admin. Code Ch. NR 507 environmental monitoring is required at the Chippewa Falls Landfill, Wisconsin Department of Natural Resources (WDNR) Facility Identification (FID) number 609009390, license number 00085, located at 2736 Nelson Road, Chippewa Falls, Wisconsin.

As part of the required environmental monitoring plan, groundwater is sampled semi-annually from seventeen monitoring wells, four private wells, and one leachate location. Groundwater monitoring may be reduced by requesting a modification to the monitoring plan. The proposed modification may eliminate sampling parameters, reduce the sampling frequency, or both, which can significantly reduce annual monitoring costs.

### Scope of Services

Following the WDNR guidance (PUB-WA 1013, Revised 2014), Ayres proposes to prepare a plan modification request to reduce groundwater monitoring. The proposed scope includes the tasks listed below.

#### Task 1 – Monitoring Device Inspection

Ayres will inspect and photo document the condition of all monitoring devices at the landfill for compliance with Wis. Admin. Code ch. NR 141 and NR 507. The condition of the monitoring devices must be documented in the reduction request, and the WDNR may require that damaged monitoring devices be repaired before approving the request. The inspection could be completed during the next routine monitoring event or in a separate trip if snow limits access and observation of wells.

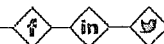
#### Task 2 – Preliminary Review

Ayres will review historical information and prepare a written request to reduce the current groundwater monitoring plan to an annual frequency. A draft version of the request will be submitted to the County for comment. After addressing any comments, the request will be submitted to WDNR for a preliminary review. The written request will include the following items:

- A description of the proposed (reduced) monitoring program and rationale.
- A description of the current monitoring plan and network that includes the direction of groundwater flow, parameters, monitored frequency, and quality assurance considerations.
- A narrative of the landfill's history, including dates of operation and closure, types of wastes accepted, estimated volumes, whether waste was permitted to be burned, and a summary of previous investigations.

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- Groundwater elevation contour maps showing the direction of groundwater flow.
- A scaled site map showing the property boundaries, monitoring points, structures, nearby water supply wells (<1,200 ft for private, <0.5 mile for public), zoning, and surface water features.
- A summary of the current monitoring well conditions and repairs needed, if any.
- An evaluation of historical trends and exceedances of public health and public welfare parameters currently monitored.

Task 3 – Plan Modification to Reduce Groundwater Monitoring

Ayres will address one round of comments from WDNR following the preliminary review. After addressing the comments, Ayres will finalize the plan modification request and submit it to the WDNR for a formal review.

Task 4 – WDNR Review Fee

Following a preliminary review of the plan modification request, the WDNR requires a fee to issue formal approval. The fee varies depending on the complexity of the review request. The County is responsible for fees that exceed the amount shown in Task 4 of the proposed project budget table. Alternatively, the County can pay the review fee directly to WDNR and remove the cost from this contract.

Task 5 – Additional Sampling Parameters

After reviewing the preliminary request, the WDNR may request that additional parameters be temporarily added to the existing groundwater monitoring plan for two sampling rounds (1 year). These parameters will be collected during the two subsequent routine monitoring events. The results will be reported to WDNR along with the routine monitoring results. A Wisconsin Certified laboratory will perform all sample analyses. If the WDNR requests additional sampling, the analytical costs would be addressed by an amendment to this agreement.

**Responsibilities of Owner and Others**

OWNER will provide access to the property for the initial inspection.

**Additional Services**

Services not included in this proposal, but which are available upon request include, but are not limited to:

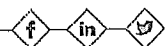
- Additional Groundwater Monitoring
- Monitoring Well Abandonment
- Monitoring Device Repair

**Time Schedule**

We will submit the modification request to the WDNR within 90 days of authorization to proceed unless the WDNR requests additional sampling during the preliminary review. If additional sampling is required, the schedule will be adjusted accordingly.

**Fee**

We will perform the above services for a lump sum amount of \$6,725. The cost is itemized in the table below.



Task	Fee
Task 1 – Monitoring Device Inspection	\$525
Task 2 – Preliminary Review	\$3,300
Task 3 – Plan Modification to Reduce Groundwater Monitoring	\$1,500
Task 4 – WDNR Review Fee	\$1,400
Total	\$6,725

**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**

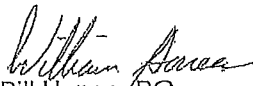
If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.  
This proposal is valid until March 17, 2023, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



Keely Campbell, PG  
Manager- Development Services Midwest



Bill Honea, PG  
Project Manager / Geologist

Accepted by Owner:

\_\_\_\_\_  
Owner's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
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 acknowledgment 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.

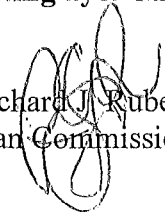
**22. Amendments:** This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, MARCH 13, 2023 – 6:30 PM**

The Plan Commission met in City Hall on Monday, March 13, 2023 at 6:30 P.M.

Attending were Commissioners Dave Cihasky, Greg Misfeldt, Ross Wilson, Mike Tzanakis, Dan Varga, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer and Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Dan Knowlton of Everyday Surveying and Engineering also attended.

1. **Motion** by Hiess, seconded by Misfeldt to approve the minutes of the February 13, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission considered the attached Preliminary Plat of Wissota Meadows in the Town of Lafayette submitted by Everyday Surveying and Engineering on behalf of Wissota Straits, LLC. The Plan Commission discussed the 3 mile extraterritorial plat review and why the City is reviewing. **Motion** by Hiess, seconded by Tzanakis to recommend the Common Council approve the attached Preliminary Plat of Wissota Meadows in the Town of Lafayette submitted by Everyday Surveying and Engineering on behalf of Wissota Straits, LLC contingent on;
  - 1) receipt of all plat review fees.
  - 2) submission and approval of a stormwater management plan.
  - 3) recording of the final approved plat with Chippewa County Register of Deeds and providing the Chippewa Falls Engineering Department with a copy of the recorded original final plat.**All present voting aye. Motion carried.**
  
3. Director of Public Works Rubenzer presented six comments for review from County Surveyor Sam Wenz regarding the attached revised Certified Survey Map of a 39.9 acre parcel adjacent to Chippewa Crossing Boulevard submitted by Professional Land Surveyor Eric Sturm on behalf of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, WW Chippewa Falls, LLC and Chippewa Crossing Partners, LLC. There was discussion regarding the 33' shared easement. Cihasky commented that the drive access should be greater than 35'.  
**Motion** by Hiess, seconded by Hubbard to recommend the Common Council approve the attached revised Certified Survey Map of 39.9 acre parcels adjacent to Chippewa Crossing Boulevard submitted by Chippewa Crossing Partners and Professional Land Surveyor Eric Sturm on behalf of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, WW Chippewa Falls, LLC and Chippewa Crossing Partners, LLC contingent on;
  - 1) receipt of all certified survey map review fees.
  - 2) submission and approval of a stormwater management plan.
  - 3) recording of the final approved certified survey map with Chippewa County Register of Deeds and providing the Chippewa Falls Engineering Department with a copy of the recorded original certified survey map.**A roll call vote was taken. Voting aye were Misfeldt, Wilson, Tzanakis, Hiess, Varga, Arneberg, Trowbridge, Hiess, Rubenzer, Hubbard and Hoffman. Cihasky voted nay. Motion was approved on a 10-1 vote.**
  
4. **Motion** by Hubbard, seconded by Cihasky to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:08 P.M.

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



**NOTICE OF PUBLIC MEETING**

CITY OF CHIPPEWA FALLS, WISCONSIN

---

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

**Plan Commission XXX**

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

Will be held on **Monday, February 13, 2023 at 6:30 P.M.** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

**NOTE:**

**THE PLAN COMMISSION MEETING**

**FOR**

**MONDAY, FEBRUARY 13, 2023**

**IS**

**CANCELLED**

**DUE TO A LACK OF AGENDA ITEMS.**

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

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

**CERTIFICATION**

I hereby certify that a copy of this agenda was emailed to the Chippewa Herald, posted on the 1<sup>st</sup> Floor of City Hall and on the City Hall Bulletin Board on Wednesday, February 8, 2023 at 830 P.M. by Mary Bowe.

**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, JANUARY 9, 2023 – 6:30 PM**

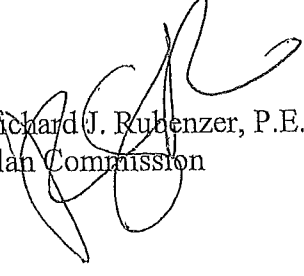
The Plan Commission met in City Hall on Monday, January 9, 2023 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Ross Wilson, Dan Varga, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice Chairperson Tom Hubbard and Mayor Greg Hoffman. Commissioner Mike Tzanakis was absent. Also attending were Sean Bohan, Jeremy Skaw and Jordan Crusing of Advanced Engineering Concepts.

1. **Motion** by Varga seconded by Cihasky to approve the minutes of the November 7, 2022 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission discussed the attached petition to detach an approximately 13.67 acre parcel from the City of Chippewa Falls. The parcel was annexed in 1972 when the Northern Center annexed to the City of Chippewa Falls. No one appeared to represent the petition or to give a reason for the detachment request. Attorney Ferg has opined that the period to legally contest the 1972 annexation has passed, (see attached).  
**Motion** by Hiess, seconded by Hubbard that the Common Council deny the attached petition to detach an approximately 13.67 acre parcel from the City of Chippewa Falls and to pursue collecting back taxes on the parcel from the Town of Lafayette. **All present voting aye. Motion carried.**
  
3. The Plan Commission considered revisions to the attached Bike/Pedestrian Path plan as approved in Planned Development Conditional Use Permit Resolution No. 2022-02. Review discussion included why the path along Tropicana Boulevard (crossing County “N” and sidewalk maintenance in the Town of Wheaton) was omitted. Developer Jim Rooney has prepared a sidewalk maintenance agreement for the segment of proposed sidewalk along the North side and “located” inside County “N” right-of-way. In the maintenance agreement, the developer would maintain the sidewalk. Storm sewer best management practices (ponds) did not allow pedestrian path construction north of said County “N” right-of-way. Chippewa County then denied permission to install the sidewalk on County Trunk “N” right-of-way citing liability concerns.  
**Motion** by Hiess, seconded by Varga to approve the attached Pedestrian Path plan for the Park West Subdivision after the connection to Macomber Street has been added. **All present voting aye except Trowbridge who voted nay. The motion was approved on a 9-1 vote.**
  
4. The Plan Commission considered the attached proposed Final Plat for the Park West III subdivision. This plat would complete the layout of the Park West Townhomes Subdivision.  
**Motion** by Hubbard, seconded by Cihasky to recommend the Common Council approve the attached Park West III plat submitted by Real Land Surveying contingent on;
  - 1) receipt of the plat review fees.
  - 2) submission and approval of a storm water management plan.
  - 3) recording of Park West III plat by the developer.**All present voting aye. Motion carried.**
  
5. The Plan Commission considered the proposed annexation of an approximately 2.9 acre parcel recently detached from the Village of Lake Hallie. This parcel is proposed for a storm water best management practice for the Chippewa Crossing Development. The Plan Commission discussed the proximity to the former “weigh” station along the then STH #29. Annexation of the parcel would allow approximately three more acres of developable property.  
**Motion** by Hiess, seconded by Hubbard to recommend the Common Council annex approximately 2.9



acre parcel recently detached from the Village of Lake Hallie and assign a C-2 General Commercial zoning district. **All present voting aye. Motion carried.**

6. The Plan Commission considered the attached petition to annex a 0.55 acre parcel in the Town of Eagle Point submitted by Hiess-Loken & Associates LLC on behalf of Dan Estenson and assign a R-1B Single Family Residential zoning district. Director of Public Works Rubenzer noted that Mr. Estenson planned to construct a garage on the lot proposed for annexation. His existing house is the lot adjacent to and east of the proposed annexation and in the City of Chippewa Falls fronting on Pine Needle Drive. **Motion** by Hubbard, seconded by Varga to recommend the Common Council annex a 0.55 acre parcel in the Town of Eagle Point submitted by Hiess-Loken & Associates LLC on behalf of Dan Estenson and assign a R-1B Single Family Residential zoning district. **All present voting aye except Hiess who recused himself and abstained from the vote. Motion passed on a 9-0 vote with one abstention.**
7. **Motion** by Hubbard, seconded by Cihasky to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:26 P.M.

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

# PLAN COMMISSION ATTENDANCE SHEET

DATE: January 9, 2023

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Jordan Crusings	AEC	1215 Wilson Dr Evanston, IL		
Jeremy Skau	RLS	1871 186 <sup>th</sup> CF		
Sean Bohan	AEC	ESS INTERLACHEN BLVD, ELKHA		

**PRELIMINARY PLAT**  
OF  
**WISSOTA MEADOWS**

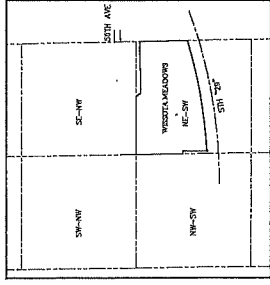
Part of the Northwest Quarter of the Southwest Quarter and the Northeast Quarter of the Southwest Quarter, Section 10, Township 28 North, Range 8 West, Town of Lafayette, Chippewa County, Wisconsin.

REVISIONS ARE TO BE SUBMITTED TO THE COUNTY CLERK AND THE TOWNSHIP SUPERVISOR.



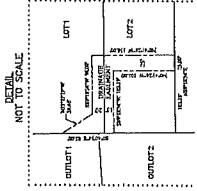
**VICINITY MAP**

North 1/2 of the Southwest Quarter, and South 1/2 of the Northwest Quarter, Section 10, Township 28 North, Range 8 West

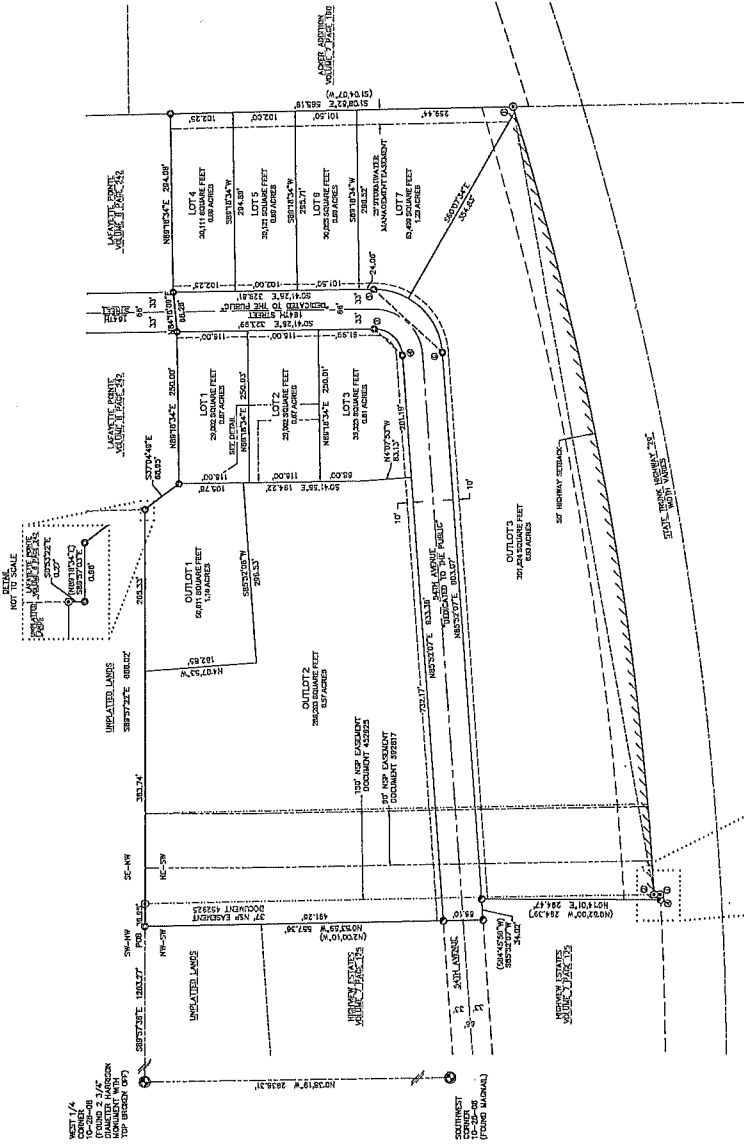


- LEGEND**
- ① BOUNDARY AS SHOWN
  - ② FOUND 1" UTILITY EXHIBITION PIPE
  - ③ FOUND 4" UTILITY EXHIBITION PIPE
  - ④ FOUND 6" UTILITY EXHIBITION PIPE
  - ⑤ SET 1" UTILITY EXHIBITION PIPE
  - ⑥ SET 4" UTILITY EXHIBITION PIPE
  - ⑦ SET 6" UTILITY EXHIBITION PIPE
  - ( ) RECORD INFORMATION
- POLE**
- UTILITY EASMENT
  - RECORD
  - RECORD

CURVE	RADIUS	CHORD BEARING	CHORD	ARC	BETA	TANGENT	
						CHORD	BEARING
1-2	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
1-7	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
1-8	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
2-4	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
4-7	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
7-8	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W
1-7-8	5523.17	N79°44'48"W	3194.4	152.02	135.22	5523.17	N79°44'48"W



**EVERYDAY SURVIVING & ENGINEERING**  
711 S HILLCREST PARKWAY  
ALTOONA, WI 54720  
PH: (715) 831-0854 • EMAIL: INFO@ESLCCO

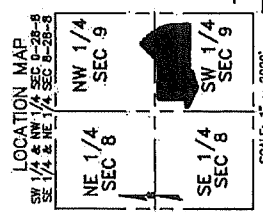
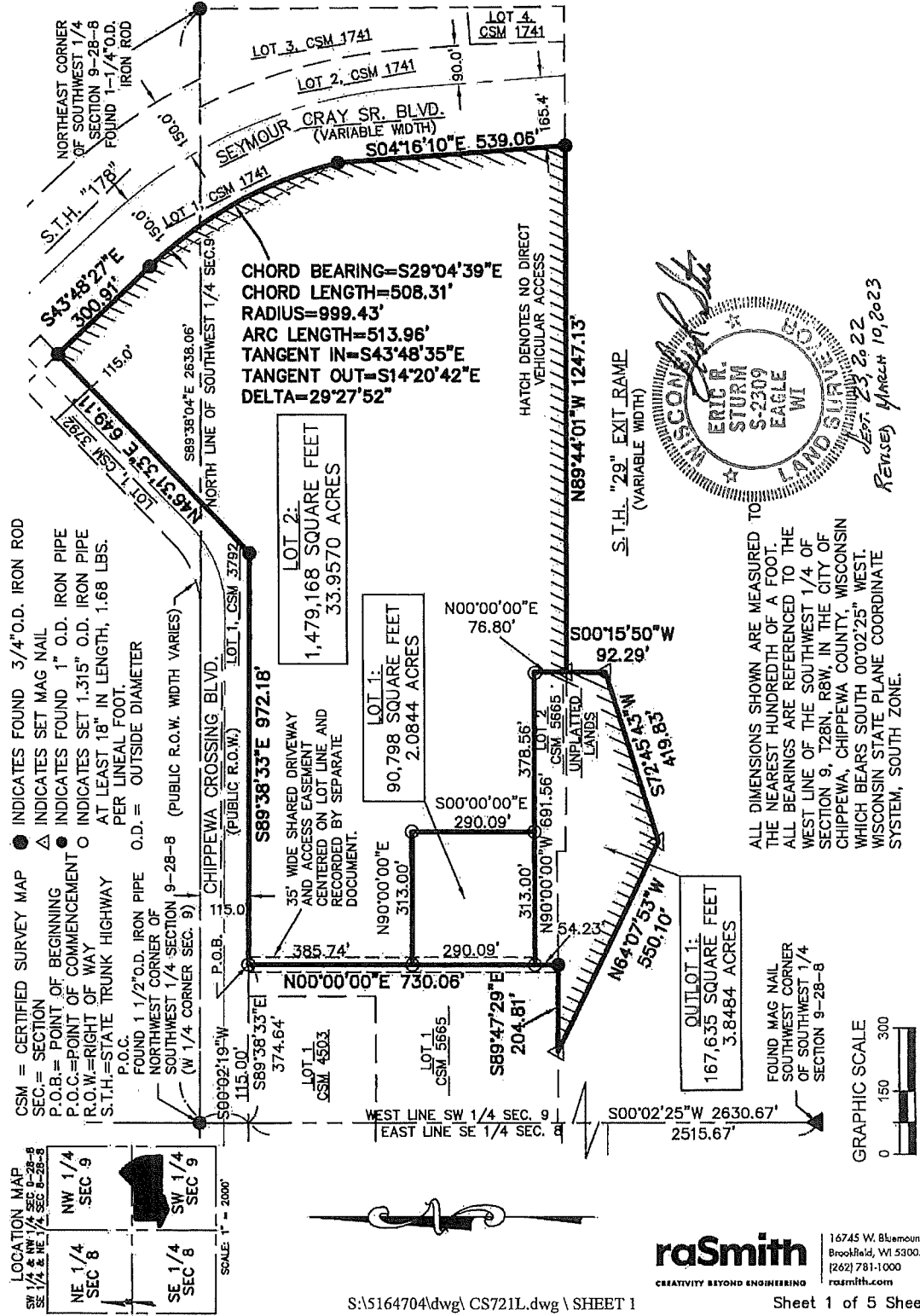


- Notes:**
- The use of this plat shall be subject to any applicable laws or ordinances. The Department of Transportation is not responsible for liability from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway.
  - 33.05(2) - DRAINAGE: The owner of the property or interested persons shall be responsible for the construction, maintenance, and repair of any drainage system or structure on the property or on any highway or connecting highway. The Department of Transportation is not responsible for liability from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway.
  - 33.05(3) - EASEMENTS: The owner of the property or interested persons shall be responsible for the construction, maintenance, and repair of any easement or structure on the property or on any highway or connecting highway. The Department of Transportation is not responsible for liability from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway.
  - 33.05(4) - EASEMENTS: The owner of the property or interested persons shall be responsible for the construction, maintenance, and repair of any easement or structure on the property or on any highway or connecting highway. The Department of Transportation is not responsible for liability from existing state trunk highways or connecting highways, in the absence of any increase by the department to the highway.



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.



**raSmith**  
CREATIVITY BEYOND ENGINEERING  
16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

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SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN        }  
                                      }SS  
WAUKESHA COUNTY         }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'19" West along the West line of said Southwest 1/4 Section 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the point of beginning; thence South 89°38'33" East along said South line 972.18 feet to a point; thence North 46°31'33" East along said South line 649.11 feet to a point on the West line of Seymour Cray Sr. Boulevard (also known as S.T.H. "178"); thence South 43°48'27" East along said West line and the West line of Lot 1 of Certified Survey Map No. 1741, a distance of 300.91 feet to a point; thence Southeasterly 513.96 feet along the arc of a curve, whose center lies to the West, whose radius is 999.43 feet, and whose chord bears South 29°04'39" East 508.31 feet to a point; thence South 04°16'10" East along said West line 539.06 feet to a point on the North line of S.T.H. "29" Exit Ramp; thence North 89°44'01" West along said North line 1247.13 feet to a point; thence South 00°15'50" West 92.29 feet to a point; thence South 72°45'43" West 419.83 feet to a point; thence North 64°07'53" West 550.10 feet to a point on the South line of Lot 1 of Certified Survey Map No. 5665; thence South 89°47'29" East along said South line 204.81 feet to the Southeast corner of said Lot 1; thence North 00°00'00" East along the East line of said Lot 1, a distance of 730.06 feet to the point of beginning.

Said lands containing 1,737,601 square feet or 39.8898 acres.

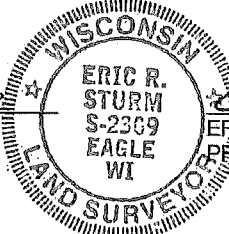
THAT I have made the survey, land division and map by the direction of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, WW Chippewa Falls, LLC, and Chippewa Crossing Partners, LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT this survey was prepared under my supervision and is correct to the best of my professional knowledge and belief and complies with Chapter AE-7 of the Wisconsin Administrative Code.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Chippewa Falls Municipal Code in surveying, dividing and mapping the same.

DATE SEPTEMBER 23, 2022 \*  
*REVISED*  
JANUARY 24, 2023  
MARCH 10, 2023

 (SEAL)  
ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309

### CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

#### CITY OF CHIPPEWA FALLS APPROVAL CERTIFICATE

This Certified Survey Map is Approved by the Common Council of the City of Chippewa Falls this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
Greg Hoffman, Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Bridget Givens, City Clerk

\_\_\_\_\_  
Date:

#### OWNER'S CERTIFICATE

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, limited liability companies duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, on behalf of all owners, certify that said limited liability company caused the land described on this map to be surveyed, divided, and mapped as represented on this map.

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereof, \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

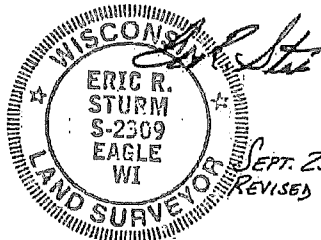
SMW Chippewa Falls, LLC  
TD Chippewa Falls, LLC  
WW Chippewa Falls, LLC

on behalf of all ownership entities above

\_\_\_\_\_  
By: Stewart M. Wangard, Member

STATE OF \_\_\_\_\_ }  
  } ;SS  
\_\_\_\_\_  
                  COUNTY            }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_, of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.



\_\_\_\_\_  
(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
My commission is permanent.

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

**OWNER'S CERTIFICATE**

Chippewa Crossing Partners, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, on behalf of all owners, certify that said limited liability company caused the land described on this map to be surveyed, divided, and mapped as represented on this map.

Chippewa Crossing Partners, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereof, \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

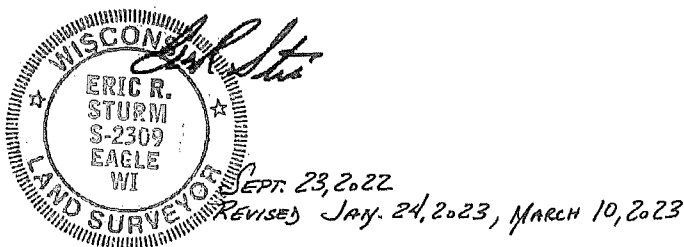
Chippewa Crossing Partners, LLC

By: Deborah A. Bernhardt, attorney-in-fact  
for John Bernhardt, Member

STATE OF \_\_\_\_\_ }  
  }SS  
\_\_\_\_\_ COUNTY                    }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
\_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
My commission is permanent.





CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a \_\_\_\_\_, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of ERIC R. STURM, Surveyor, and does hereby consent to the certificate of said owner.

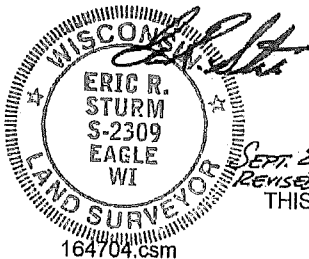
In witness whereof, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, and its corporate seal to be hereunto affixed. this \_\_\_ day of \_\_\_\_\_, 2023.

STATE OF \_\_\_\_\_ }  
:SS  
COUNTY OF \_\_\_\_\_ }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ and \_\_\_\_\_ of the (name) (title) (name) (title)

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ and the \_\_\_\_\_ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_



SEPT. 23, 2022  
REVISED JAN. 24, 2023, MARCH 19, 2023  
THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,  
PROFESSIONAL LAND SURVEYOR S-2309

PARKS, RECREATION & FORESTRY BOARD MEETING  
Tuesday, March 14, 2023

1. Call to order by Beth Arneberg at 6:00 p.m.  
Roll Call: Members Present: Audrey Stowell, Travis Siebert, Beth Arneberg, Justin Agnew and John Abbe.  
Absent: Reggie Geissler  
Staff present: John Jimenez and Jack Hays
2. Approval of Minutes: February 14, 2023. **Motion by Abbe/Siebert to approve minutes of February 14, 2023. Motion passed.**
3. Personal Appearances by Citizens. Ron Bakken is present and updates the Board on the Learn to Fish event on the first Saturday in June. This coincides with the DNR's free fishing weekend. There is also an event in the winter, but that event is not held at the parks.
4. Discuss/Consider Special Event Applications. None.
5. Discuss/Consider
  - a. Chippewa Valley Vipers Rugby Pitch Proposal at Casper Park. Players from the Vipers Rugby team are present and discuss their hope to start a team in the Chippewa Valley. The team consists of 17-year-olds with parental consent and older players. Looking for a field to call home. John J. feels we can convert the soccer field closest to Gannon field to a multi-purpose field and line it for both soccer and rugby. John will put together proposal for contract. **Motion by Siebert/Abbe to approve having Director prepare contract to have Vipers Rugby team use a field at Casper Park as its home field as presented. Motion passed.**
  - b. Flag Hill Update. Floors in bathroom are being re-installed. Council approved funds for matching grant. With other donations, we can move on to Phase 2. Hoping to have everything in place to break ground in 2024. Phase 2 includes the stairs, parking lot, plaza, and fully-accessible playground. Discussion included pavilions and donation bricks at the plaza.  
Jack Hays leaves during this time.
  - c. Pool Committee Meeting. Listening forum will be held on April 17 at 6:00 p.m. People will be able to speak for 3 minutes. Survey will be coming out March 27 and available until May 5.
  - d. Log Cabin at Irvine Park. John J. states it is pretty bad shape. The chimney has dropped causing floor to crack and cave in. Discussed possibly seeking some sort of collaboration with Historical Society.
  - e. Chippewa Store Collaboration. John J. gave printing costs for t-shirts. Working on proposal to sell t-shirts, etc., at either the Welcome Center and/or their store. **Motion by Siebert/Arneberg to use funds from Welcome Center donation fund to purchase shirts with funds being returned to donation fund from revenue. Motion carried.**

- f. Recreation Report. Jack's written report is distributed. New Activity Guide was released digitally. It looks great. Printed guides are not yet available. John briefly discusses report highlights. Discussion regarding Marshall Park tennis courts being converted to pickle ball courts.
  - g. Director Report. Reviewed letter from citizen who wishes us to consider extending hours of park. Discussed consulting with police department and reviewing ordinance with respect to patrol and safety issues before taking any action. John would like to recognize Park Board members by having their pictures at City Hall. John discussed how he's attempting to better know what each staff's day looks like.
6. Approve Claims. **Motion by Siebert/Stowell to approve claims in the amount of \$17,706.37. Motion passed.**
  7. Park Board Members' Concerns or Comments. Question regarding maintenance of roads in Park. Discussion of All Trails app. John and Jack are planning to walk and GPS all trails. Discussion of youth or beginner's league for disc golf course. Discussed using nice color signage and possible QR codes next year on our trails, similar to what is in use at Kemper Woods.
  8. Adjournment. **Motion by Siebert/Abbe to adjourn at 7:49 p.m. Motion passed.**

Submitted by:  
Audrey Stowell, Secretary

**Minutes of the  
Meeting of the Chippewa Falls Public Library Board of Trustees  
February 15, 2023**

**1. Call to Order**

Meeting was called to order by President Ambelang at 5:01 p.m. in the Virginia O. Smith Meeting Room at the Chippewa Falls Public Library.

**2. Roll Call of Members**

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

Members Absent: Newton

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

**3. Approval of Agenda**

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

**4. Department presentation – Jessi Peterson**

Jessi Peterson Youth Services Coordinator gave an overview of youth services in the Chippewa Falls Public Library. She touched on the materials available and the many various programs the department has been organizing. She also introduced the new book bike that has just arrived. The Board thanked her for her very informative presentation.

**5. Disposition of the minutes of the Board of Trustees meeting of January 11, 2023.**

Motion made by King seconded by Drehmel to approve the minutes of the Board of Trustees meeting of January 11, 2023. All present Voting Aye. Motion carried.

**6. Disposition of the vouchers to be paid from the 2023 budget after February 21, 2023.**

Motion made by Jones seconded by King to approve the vouchers to be paid from the 2023 budget after February 21, 2023. Roll Call Vote. Voting Aye: Ambelang, Drehmel, Jones, King, Martell, and Russell. Motion carried.

**7. Public Appearances**

none

**8. Correspondence**

None

**9. Management Report**

Director Niese talked about highlights from the Management Report. It has been a busy January with many programming opportunities for all age levels. The new shelving for the adult section has been ordered if any member of the Board would like to see how the new shelving will be arranged they are welcome to view it anytime.

**10. Current Business**

**a) Job Titles and descriptions.**

Motion made by Russell, seconded by King to approve the job title and job descriptions as presented. All present Voting Aye. Motion passed

**b) Annual Report**

The Annual Report was reviewed and highlights were shared by Director Niese.

Motion made by Russell, seconded by King to approve submission of the 2022 Annual Report. All present Voting Aye. Motion carried.

**c) Community Foundation Report**

No further information is available at this time.

**d) Lobby bathroom renovations update**

The only bid we have is from Market & Johnson. The one other company contacted stated that they were the subcontractor for Market & Johnson so would not be giving a quote. Director Niese will check with Market & Johnson about making sure the quote is valid at this time. He will also check into whether this is a Capital Fund expenditure or whether other funding is available.

**e) Hours discussion**

The need for other hours for other patrons was discussed. No action will be taken.

**11. Closed Session under WI Statues 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) Director Evaluation**

Motion made by Drehmel, seconded by King to go into Closed Session under WI Statues 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 Director evaluation to include Director later in discussion. Roll Call Vote: Voting Aye: Ambelang, Drehmel, Jones, King, Martell and Russell. Motion carried. Time 6:00 pm.

Motion made by Drehmel seconded by Martell to return to open session Time 6:04 p.m.

**12. Announcements**

none

**13. Items for future consideration**

- a) Bathroom renovation
- b) Department Head presentations- written reports

**14. Adjournment**

Motion made to adjourn by Russell seconded by Drehmel. All present Voting Aye. Motion carried. Meeting adjourned at 6:08 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: 3-2-23

Town  Village  City of Chippewa Falls

County of Chippewa

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

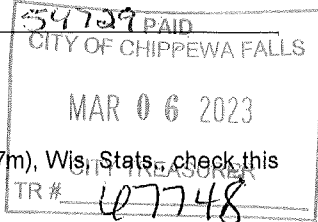
- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 4-7-23 and ending 4-9-23 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Chippewa Blades Hockey Club

(b) Address 778 Bluffview Circle, Chippewa Falls, WI  
(Street)  Town  Village  City



(c) Date organized 1988

(d) If corporation, give date of incorporation N/A

(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 Todd Bresina, 715-210-9185, 778 Bluffview Circle, C.F.

Vice President Trent Mueller, 715-828-5963, 715 Grand ave., C.F.

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Todd Bresina, see above **MAR - 6 2023**

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 Chippewa Ice Arena, 839 1st ave., C.F.

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? All, entire building, north & south rink

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

(e) Will minors be present? Yes Reason for minors being present: Watching Family members play  
 Security measures: All served will be 21

3. Name of Event

(a) List name of the event Blades Men's Hockey Tournament

(b) Dates and times of event 4/8-4/10, 8am-2am

### DECLARATION

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

Officer Todd Bresina 3-2-23  
(Signature/date)  
 Officer Trent Mueller 3-2-23  
(Signature/date)

\_\_\_\_\_  
(Name of Organization)  
 Officer \_\_\_\_\_  
(Signature/date)  
 Officer \_\_\_\_\_  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Police Department Approval [Signature]

Date 03/13/23 Wisconsin Department of Revenue

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

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

FEE \$ 10.00 \_\_\_\_\_

Application Date: 03/01/2023

Town  Village  City of Chippewa Falls

County of Chippewa

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

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

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

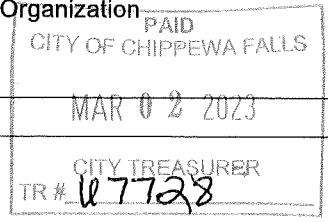
at the premises described below during a special event beginning 05/13/2023 and ending 05/13/2023 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

**1. Organization** (check appropriate box) →

Bona fide Club  Church  Lodge/Society

Chamber of Commerce or similar Civic or Trade Organization

Veteran's Organization  Fair Association



(a) Name Helpful Hearts Foundation

(b) Address 535 S Hilcrest Pkwy, Altoona WI 54720  
(Street)

Town  Village  City

(c) Date organized 08/30/2013

(d) If corporation, give date of incorporation 08/30/2013

(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 Mike Kelash 826 Hastings Way, Eau Claire, WI 54701 (715) 559-0822

Vice President Randy Mundt 3119 Sherman st, Eau Claire WI 54701 (715) 577-5217

Secretary Marit Waack 800 Wisconsin st #86, Eau Claire WI 54701

Treasurer Marit Waack 800 Wisconsin st #86, Eau Claire WI 54701

(g) Name and address of manager or person in charge of affair: Kirsten Gerlach 1717 Skeels Ave, Eau Claire WI 54701  
(715) 864-7433

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

(a) Street number 236 Pumphouse rd, Chippewa Falls WI 54729

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? First Floor, Columbus Hall

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

(e) Will minors be present? yes Reason for minors being present: With parent or gaurdian only  
Security measures: bartenders checking ID's

**3. Name of Event**

(a) List name of the event Designer Purse Bingo

(b) Dates and times of event 05/13/2023 10:00am-6:00pm

**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.

Pres. Mike Kelash 3/1/23  
Officer (Signature/date)

VP Randy Mundt 3-1-23  
Officer (Signature/date)

Helpful Hearts Foundation  
(Name of Organization)

Officer Marit C. Waack Treasurer  
(Signature/date)

Officer \_\_\_\_\_ Secretary  
(Signature/date)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_

Police Department Approval J. K. Boz  
03-07-23

Date \_\_\_\_\_ Wisconsin Department of Revenue



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Brian Flug - Chippewa Falls Area Unified School District, 735 Terrill St, CF		Applicant Phone Number: (715) 559-5738	
<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Additional Contacts - Donna Goodman, Building Principal (715) 271-9993, Dave Hutzler, Asst Principal (715) 563-4476	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Senior High School, Donna Goodman (Building Principal) 735 Terrill St, CF (715) 271-9993		
Name of the event: Chippewa Falls Senior High Graduation	Estimated number of persons participating: 350 vehicles		
Date and start and end times requested for street use: Friday May 26th 6:00pm-7:30pm (see attached for detailed information) Rain date June 2nd (same times)			
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): A procession is planned leaving from Northern WI State Fairgrounds and ending at the High School, 735 Terrill St			
Use, described in detail, for which the street use permit is requested: Request to be block off 700 block of Terrill St, Request to block intersection of Bridgewater/Jefferson (see attached)			
City services requested for the event (e.g., Street Department or Police Department staff time) Request use of street department barricades which will be placed and picked up by school staff.			
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.			
Signature of Applicant		03/07/23 Date	
<b>OFFICE USE ONLY</b>			
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>(PD) - 3/7/23 - 10 OFFICERS ON OT x 2 HRS @ \$70/HR = \$1400<sup>00</sup></i>			
Requirements of Applicant: <i>Pick up traffic control barricades at the city garage (to Back-Riverside Drive) on May 25th or early on May 26th and return by Tuesday, May 30, 2023. Inform procession drivers to allow cross procession traffic to go across/through the procession when applicable. 03/15/2023</i>			
Signature of Chief of Police		Signature of Director of Public Works	
Recommendation of Board of Public Works (if required):		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):		<input type="checkbox"/> Approved	<input type="checkbox"/> Denied



## Street use permit – additional information

The Chippewa Falls Area Unified School District is in the process of a modified graduation program. Our plan is a “drive thru” graduation.

The event date and time will be Friday May 26<sup>th</sup>, 2022 starting at 6:00pm. We are also looking at an inclement weather date of Friday June 2<sup>rd</sup>.

A procession of vehicles (graduates) will leave the Northern WI State Fairgrounds at 6:00pm heading south on Jefferson Ave continuing on the following roads; E. Elm St, N. Bridge St, Right turn on E Central, Govenor St, Wheaton St, Coleman St ending at the High School parking lot, 735 Terrill St. Downtown businesses will be encouraged to decorate will windows for the class of 2022.

We are requesting the 700 block of Terrill St be shut down. We are also requesting the temporary shutdown of the intersection of Bridgewater Ave at Jefferson Ave while the procession goes by. We would place a barricade showing “closed to thru traffic” on Bridgewater at Eagle St, but still allow cars down the hill to access Irvine Park, with barricades closing Bridgewater Ave at Madison St. Volunteers would be used along the procession route. Additional barricades are requested at Willow/Bridge, Columbia/Bridge, Central/Bridge. All of the barricades will be moved into position and removed by volunteers.

This year we will include “pace cars” again in order to keep speeds lower and the cars more together. These cars will be specifically marked.

Police Department Officer assistance would be requested for the intersections deemed necessary by Lt. Douglas.



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

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

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
--	---

Name of the event: Chippewa County Clean Sweep	Estimated number of persons participating: 800 vehicles
---	--

Date and start and end times requested for street use:  
Saturday, April 15, 2023, from 7 am - 12:15 p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
Edward Street would be a one-way street coming in from State Street. Charles Street would be closed. North St. would be a one-way as the exit.

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

City services requested for the event (e.g., Street Department or Police Department staff time)  
Police officer to be present at State/Edward Street. Use of 6 barricades from the Street Dpt. (Drop off by main gate)


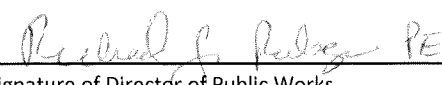
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for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

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

### OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
CPD- 3/6/23 - ONE OFFICER FOR TRAFFIC AS NEEDED. 5 HRS X \$ 70 = \$350

Requirements of Applicant:

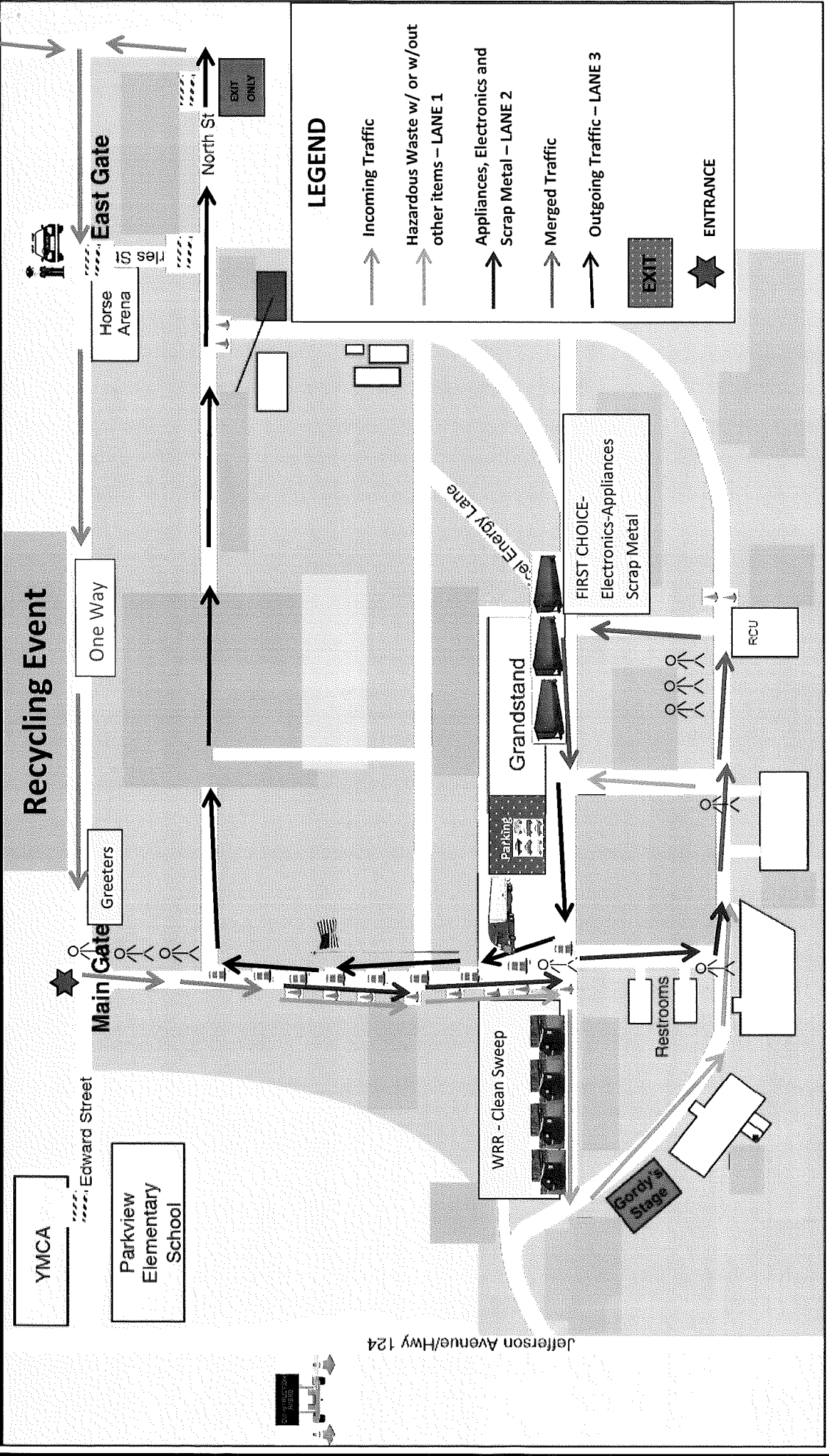
Approved by:  \_\_\_\_\_  PE  
Signature of Chief of Police \_\_\_\_\_ Signature of Director of Public Works \_\_\_\_\_

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

Decision of City Council (required):  Approved  Denied

Traffic flow map for Clean Sweep, April 15, 2023 due to construction at NWSF.

# Northern Wisconsin State Fairgrounds



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

**DIRECTIONS:** State Hwy 53N to Cty Trk S East. At the first roundabout, take the first right onto State Hwy 124 South. Continue approx. 3-4 miles. Turn left on First Avenue to State Street. Follow signage. Edward Street will be a one-way. The Northern WI State Fairgrounds is on the right (south side).



# NON-COMMERCIAL KENNEL LICENSE APPLICATION

PAID  
CITY OF CHIPPEWA FALLS  
FEB 08 2023  
CITY TREASURER  
TR # 07594

Complete this application and submit it, along with a legible photocopy of the following:

- Current Rabies Vaccination Certificate (required)
- Certificate of Spay or Neuter (if applicable)
- Proof of Dog/Cat License from the City of Chippewa Falls Police Department (CFPD) or proof of pending application for animals in excess of three.

**Note:**

\*Addition of animals requires completion and approval of a new Non-Commercial Kennel License Application (\$25 fee applies)  
\*Pending dog/cat licenses with the CFPD must be paid within 10 days of approval for Non-Commercial Kennel License to be in effect.

Fee: \$25 non-refundable fee payable to the City of Chippewa Falls

**OWNER INFORMATION - PLEASE PRINT CLEARLY**

Nora  
First Name  
503 W. Park Ave.  
Address  
Nora Baum  
Signature of Applicant

Beving  
Last Name  
712-240-0640  
Telephone Number  
1/31/2023  
Date

**ANIMAL (1)**

Frances F  spayed  neutered  unaltered Labrador Retriever fox red (yellow)  
Pet's Name Sex Breed Color(s)  
3/31/22 3/30/24  
Rabies Vaccination Date Rabies Expiration Date

**ANIMAL (2)**

Farran F  spayed  neutered  unaltered Portuguese Podengo Pequeno tricolored  
Pet's Name Sex Breed Color(s)  
11/17/22 11/17/23  
Rabies Vaccination Date Rabies Expiration Date

**ANIMAL (3)**


Patches F  spayed  neutered  unaltered DSH calico  
Pet's Name Sex Breed Color(s)  
1/18/23 1/18/24  
Rabies Vaccination Date Rabies Expiration Date

**ANIMAL (4)**

Norman M  spayed  neutered  unaltered DSH Sable  
Pet's Name Sex Breed Color(s)  
1/18/23 1/18/24  
Rabies Vaccination Date Rabies Expiration Date

<b>ANIMAL (5)</b>			
Pet's Name <u>Firefox</u>	Sex <u>M</u>	<input type="checkbox"/> spayed <input checked="" type="checkbox"/> neutered <input type="checkbox"/> unaltered	Breed <u>DSH</u>
Rabies Vaccination Date <u>1/18/23</u>	Rabies Expiration Date <u>1/18/24</u>		Color(s) <u>white</u>

<b>ANIMAL (6)</b>			
Pet's Name	Sex	<input type="checkbox"/> spayed <input type="checkbox"/> neutered <input type="checkbox"/> unaltered	Breed
Rabies Vaccination Date	Rabies Expiration Date		Color(s)

WRITTEN RECOMMENDATION OF POLICE DEPARTMENT		
<p>RESIDENCE - 503 W. PARK AVE - INSPECTED (OUTSIDE + INSIDE)          WITH NO ISSUES OR CONCERNS FOUND. LT K. BOB          03-07-23</p>		
Signature of Police Chief 	Date <u>03/07/2023</u>	
TO BE COMPLETED BY CLERK		
Date rcv'd & filed w/municipal clerk <u>2-8-23</u>	Date routed to Police Department <u>2-8-23</u>	Date reported to Council <u>3-21-23</u>
Signature of Clerk/Deputy Clerk	Date license issued	

**IMPORTANT NOTICES**

All dogs over 5 months of age are required to be vaccinated against rabies and licensed.  
 Failure to license may result in a citation and/or fine.

All applicants should read and be familiar with Chippewa Falls Municipal Code Section 12.11 relative to animal care and licenses.

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 Eagle Point, Chippewa County, Wisconsin, is hereby annexed to the City of Chippewa Falls, Wisconsin:

Lot 1, Certified Survey Map Number 5575 as recorded in Volume 27 of the Certified Survey Maps on pages 210-211 as Document No. 931395.

Said parcel contains 0.55 acres.

PARCEL IDENTIFICATION NUMBER (PIN): 22908-3223-75575001

**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 Eagle Point; 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 has been given by date of February 20, 2023; 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 Eagle Point,

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 and Aldermanic District Designations.** The Territory described in Section 1 of this Ordinance is hereby made a part of Ward 17 and Aldermanic District 1 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 4<sup>th</sup> day of April, 2023.

\_\_\_\_\_  
Chuck Hull, Council President

FIRST READING: March 21, 2023

SECOND READING: April 4, 2023

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

ATTEST: \_\_\_\_\_  
Bridget Givens, City Clerk

PUBLISHED: \_\_\_\_\_

# Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration  
Municipal Boundary Review  
PO Box 1645, Madison WI 53701  
608-264-6102  
[wimunicipalboundaryreview@wi.gov](mailto:wimunicipalboundaryreview@wi.gov)  
<https://doa.wi.gov/municipalboundaryreview>

Online Submittal and Payment: Instead of this form go to <https://appengine.egov.com/apps/wi/dir/annexation>  
This will speed up the process by eliminating the time it used to take to mail the check to us.

## Petitioner Information

Name: **DAN ESTENSON**

Phone: **(715)-864-0572**

Email: **DESTENSON@YAHOO.COM**

**RECEIVED**

January 30, 2023

Municipal Boundary Review  
Wisconsin Dept. of Admin.

## Contact Information if different than petitioner:

Representative's Name: **JASON HIESS, HIESS-LOKEN & ASSOC., LLC PROF. LAND SURVEYING**

Phone: **(715)-720-4000**

E-mail: **HLSURVEY@SBCGLOBAL.NET**

1. Town(s) where property is located: **TOWN OF EAGLE POINT**

2. Petitioned City or Village: **CITY OF CHIPPEWA FALLS**

3. County where property is located: **CHIPPEWA**

4. Population of the territory to be annexed: **0**

5. Area (in acres) of the territory to be annexed: **0.55**

6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel):  
**22908-3223-75575001**

## Include these required items with this form:

- Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
- Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
- Signed Petition or Notice of Intent to Circulate [see attached annexation guide]
- Check or money order covering review fee [see next page for fee calculation]

(November 2022)



# Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss. 16.53 (4) and 66.0217, Wis. Stats.

## Required Fees

There is an initial filing fee and a variable review fee

**\$200 Initial Filing Fee** (required with the first submittal of all petitions)

\$200 – 2 acres or less

\$350 – 2.01 acres or more

**\$200 Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)

\$200 – 2 acres or less

\$600 – 2.01 to 10 acres

\$800 – 10.01 to 50 acres

\$1,000 – 50.01 to 100 acres

\$1,400 – 100.01 to 200 acres

\$2,000 – 200.01 to 500 acres

\$4,000 – Over 500 acres

**\$400 TOTAL FEE DUE** (Add the Filing Fee to the Review Fee)

**Include** check or money order, payable to: **Department of Administration**

**DON'T attach the check with staples, tape, ...**

**THE DEPARTMENT WILL NOT PROCESS  
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED  
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD  
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

Shaded Area for Office Use Only

Date fee & form received: 1-30-2023

Payer: Daniel Estenson

Check Number: 1081

Check Date: 12-6-22

Amount: 400<sup>00</sup>

PETITION FOR DIRECT ANNEXATION  
PURSUANT TO SECTION 66.0217(2) WIS. STATS.

I, THE UNDERSIGNED, CONSULTING ALL OF THE ELECTORS AND ALL OF THE OWNERS OF THE REAL PROPERTY IN THE FOLLOWING TERRITORY OF THE TOWN OF EAGLE POINT, CHIPPEWA COUNTY, WISCONSIN, LYING CONTIGUOUS TO THE CITY OF CHIPPEWA FALLS, PETITION THE CITY OF CHIPPEWA FALLS TO ANNEX THE TERRITORY DESCRIBED AS LOT 1, CERTIFIED SURVEY MAP NUMBER 5575, RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS, PAGES 210-211 AS DOCUMENT NUMBER 931395 AND SHOW ON ATTACHED SCALED MAP TO THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

PARCEL DESCRIPTION OF THE PROPOSED TERRITORY TO BE ANNEXED IS: LOT 1, CERTIFIED SURVEY MAP NUMBER 5575, RECORDED IN VOLUME 27 OF CERTIFIED SURVEY MAPS, PAGES 210-211 AS DOCUMENT NUMBER 931395. PARCEL NUMBER 22908-3223-75575001.

THE CURRENT POPULATION OF SUCH TERRITORY IS 0.

I, THE UNDERSIGNED, ELECTED THAT THIS ANNEXATION SHALL TAKE EFFECT TO THE FULL EXTENT CONSISTENT WITH OUTSTANDING PRIORITIES OF OTHER ANNEXATION, INCORPORATION OR CONSOLIDATION PROCEEDINGS, IF ANY.



12-6-2022

DAN ESTENSON

DATE



DOCID:8518736  
Tx:4392157

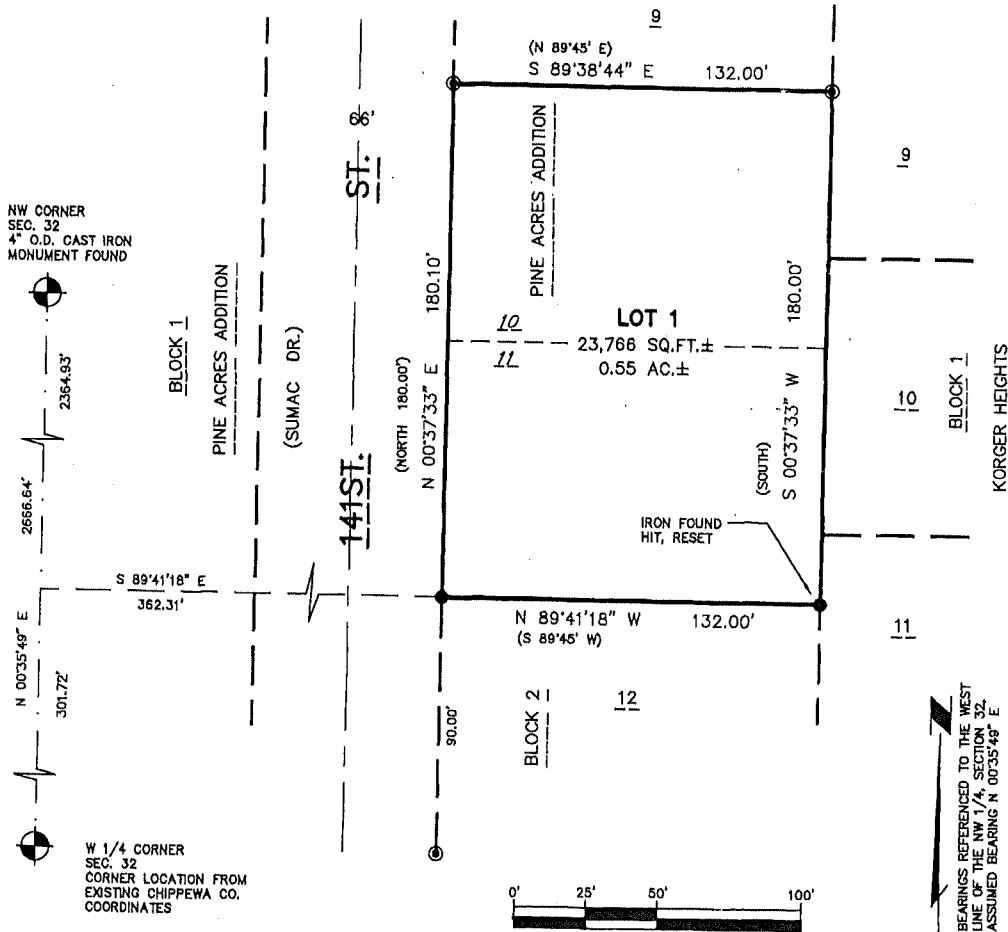
931395

RECORDED ON  
04/29/2022 03:48 PM  
MELANIE K. MCMANUS  
REGISTER OF DEEDS  
REC FEE: 30.00  
TRANSFER FEE:  
FEE EXEMPT:  
CHIPPEWA COUNTY, WI  
PAGES: 2

CHIPPEWA CO. CERTIFIED SURVEY  
MAP NO. 5575

RECORDED IN VOL. 27 OF THE  
CERTIFIED SURVEY MAPS PAGE 210-211

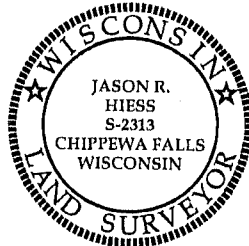
BEING LOTS 10 AND 11, BLOCK 2, PINE ACRES ADDITION,  
RECORDED IN VOL. 5 PLATS, P. 17, AS DOC. NO. 295360,  
LOCATED IN THE SW 1/4 OF THE NW 1/4,  
SECTION 32, T29N, R8W, TOWN OF EAGLE POINT,  
CHIPPEWA COUNTY, WISCONSIN  
CAD NAME: ESTENSON221



SCALE 1" = 50'

\*\*NOTE:

COMPLETION DATE OF FIELD WORK-- 04-11-2022  
TIES VERIFIED FOR THE SECTION CORNERS SHOWN  
SEE SHEET 2 OF 2 FOR LEGEND  
THIS C.S.M. DOES NOT CREATE ANY ADDITIONAL  
PARCELS, IT IS BEING UTILIZED TO COMBINE LOTS  
10 AND 11, BLOCK 2 INTO A SINGLE LOT



*Jason R. Hieess*  
JASON R. HIEESS, P.L.S.

DATED THIS 13TH DAY OF APRIL, 2022.

SURVEYING SERVICES BY:  
HIESS-LOKEN & ASSOC., LLC  
PROFESSIONAL LAND SURVEYING  
4905 WEST PARK AVE.  
CHIPPEWA FALLS, WI 54729  
(715)-720-4000 PHONE  
(715)-832-3300  
WWW.HIESS-LOKEN.COM  
HLSURVEY@SBCGLOBAL.NET

CHIPPEWA CO. CERTIFIED SURVEY  
MAP NO. 5575

RECORDED IN VOL 27 OF THE  
CERTIFIED SURVEY MAPS PAGE 210-211

BEING LOTS 10 AND 11, BLOCK 2, PINE ACRES ADDITION,  
RECORDED IN VOL. 5 PLATS, P. 17, AS DOC. NO. 295360,  
LOCATED IN THE SW 1/4 OF THE NW 1/4,  
SECTION 32, T29N, R8W, TOWN OF EAGLE POINT,  
CHIPPEWA COUNTY, WISCONSIN  
CAD NAME: ESTENSON221

SURVEYOR'S CERTIFICATE

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

THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: BEING LOTS 10 AND 11, BLOCK 2, PINE ACRES ADDITION, RECORDED IN VOLUME 5 PLATS, PAGE 17, AS DOCUMENT NUMBER 295360, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 32, TOWNSHIP 29 NORTH, RANGE 8 WEST, TOWN OF EAGLE POINT, CHIPPEWA COUNTY, WISCONSIN. BEING SUBJECT TO EXISTING EASEMENTS.

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

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES, A-E 7 OF THE WISCONSIN ADMINISTRATIVE CODE AND CHAPTER 38, CHIPPEWA COUNTY LAND DIVISION ORDINANCE.

*Jason R. Hiess*

JASON R. HIESS, P.L.S.

DATED THIS 13TH DAY OF APRIL, 2022.



CHIPPEWA COUNTY DEPARTMENT OF PLANNING AND ZONING

I, DOUGLAS CLARY, DIRECTOR OF THE CHIPPEWA COUNTY DEPARTMENT OF PLANNING & ZONING, CERTIFY THAT THIS CERTIFIED SURVEY MAP IS APPROVED AS COMPLYING WITH CHAPTER 38 AND OTHER APPLICABLE CHAPTERS OF THE COUNTY CODE OF GENERAL ORDINANCES.

DATED THIS 29 DAY OF April, 2022.

*Douglas Clary*  
DOUGLAS CLARY, DIRECTOR

SURVEYING SERVICES BY:  
HIESS-LOKEN & ASSOC., LLC  
PROFESSIONAL LAND SURVEYING  
4905 WEST PARK AVE.  
CHIPPEWA FALLS, WI 54729  
(715)-720-4000 PHONE  
(715)-832-3300  
WWW.HIESS-LOKEN.COM  
HLSURVEY@SBCGLOBAL.NET

SHEET 2 OF 2 SHEETS

Chippewa County, WI

Document # 931395

Page 2 of 2

LEGEND

- --- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ --- 1" O.D. IRON PIPE FOUND
- ( ) --- RECORDED AS
- N. --- NORTH
- S. --- SOUTH
- E. --- EAST
- W. --- WEST
- NE --- NORTHEAST
- NW --- NORTHWEST
- SE --- SOUTHEAST
- SW --- SOUTHWEST
- ' --- DEGREES
- " --- MINUTES OR FEET
- " --- SECONDS
- T --- TOWNSHIP
- R --- RANGE
- O.D. --- OUTSIDE DIAMETER
- LBS. --- POUNDS
- SQ. --- SQUARE
- FT. --- FEET
- AC. --- ACRES
- INCL. --- INCLUDING
- EXCL. --- EXCLUDING
- R/W --- RIGHT OF WAY
- C.S.M. --- CERTIFIED SURVEY MAP
- NO. --- NUMBER
- AVE. --- AVENUE
- ST. --- STREET
- C.T.H. --- COUNTY TRUNK HIGHWAY
- VOL. --- VOLUME
- P. --- PAGE
- COR. --- CORNER
- P.L.S. --- PROFESSIONAL LAND SURVEYOR
- SEC. --- SECTION
- WI --- WISCONSIN
- LLC --- LIMITED LIABILITY COMPANY
- CO. --- COUNTY
- TAN. --- TANGENT
- BEAR. --- BEARING

PAGE 211



PIN: 22908-3223-75575001

Computer Number: 020-1387.1000

Owner Name: DANIEL V & NICOLE F ESTENSON

Owner Address: 920 PINE NEEDLE DR

Owner Address: CHIPPEWA FALLS WI, 54729

Physical Address: 7577 141ST ST CHIPPEWA FALLS 54729

GIS Acres: 0.6

Deed Acres: 0.6

School Code: 1092

Assessed Value:

Fair Market Value:

Description: LOT 1 OF CERT SUR MAP #5575 IN V27 P210 DOC #931395 (WAS LOTS 10 & 11  
BLK 2 PINE ACRES ADDN) NEW PARCEL FOR 2023 ASSESSMENT



Scale = 1":50'

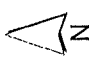
Printed 12/27/2022

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.

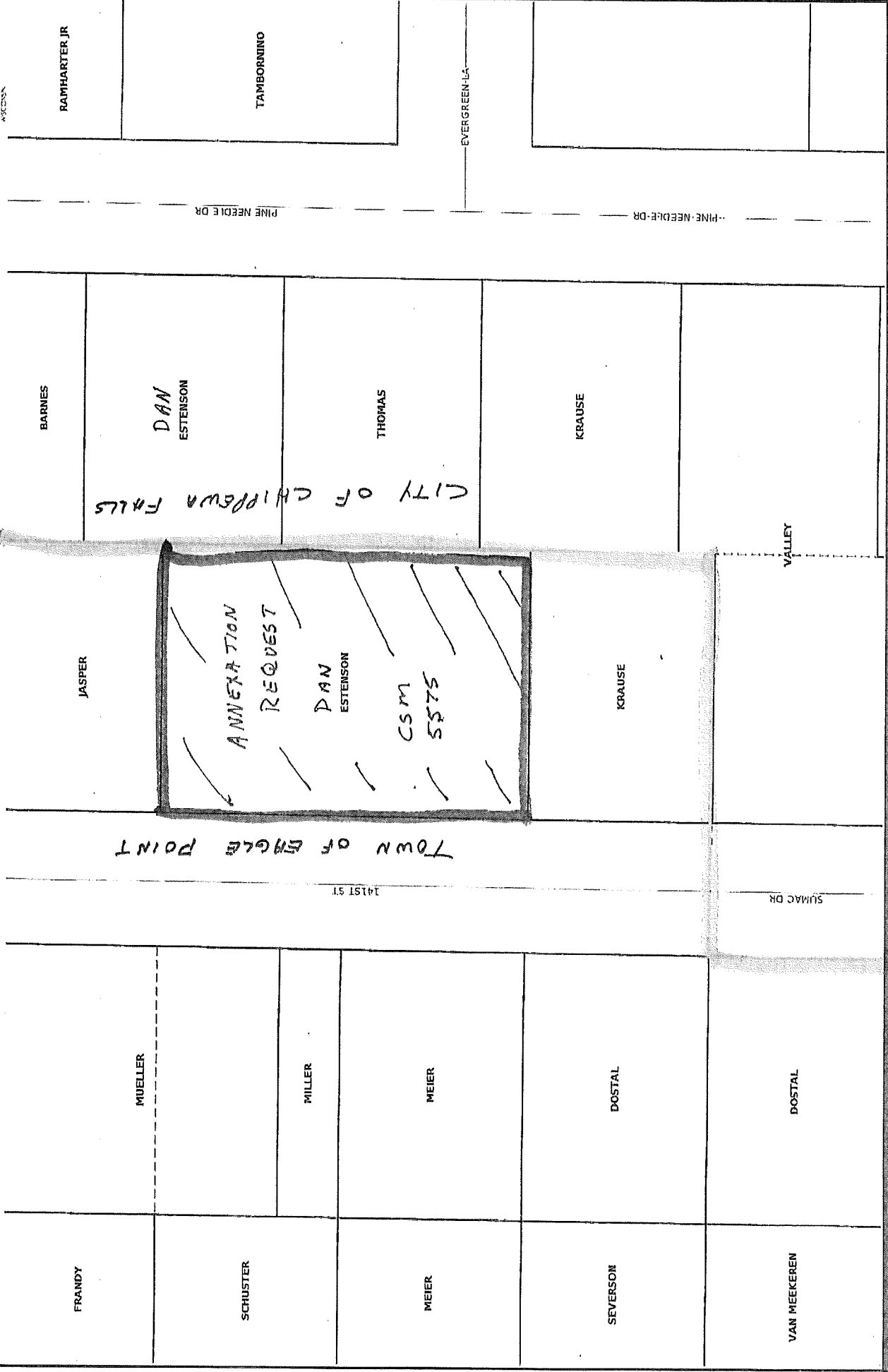
# Map

Printed 01/26/2023

Scale = 1:63'



CHIPPEWA COUNTY  
ACCESS



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.

**RESOLUTION NO. 2023-06**

**RESOLUTION  
APPROVING A CERTIFIED SURVEY MAP**

**RESOLVED**, that a Certified Survey Map prepared by Professional Land Surveyor Eric Sturm is hereby approved by the Chippewa Falls Common Council. Said parcels being a redivision of Lot 2 of Certified Survey Map No. 5665 and lands being part of the NE ¼ of the SW 1/4 , the NW ¼ of the SW ¼ and the SE ¼ of the NW ¼ of Section 9, T28N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 21<sup>st</sup> day of March, 2023

ADOPTED: \_\_\_\_\_

\_\_\_\_\_

Council President

APPROVED: \_\_\_\_\_

Mayor

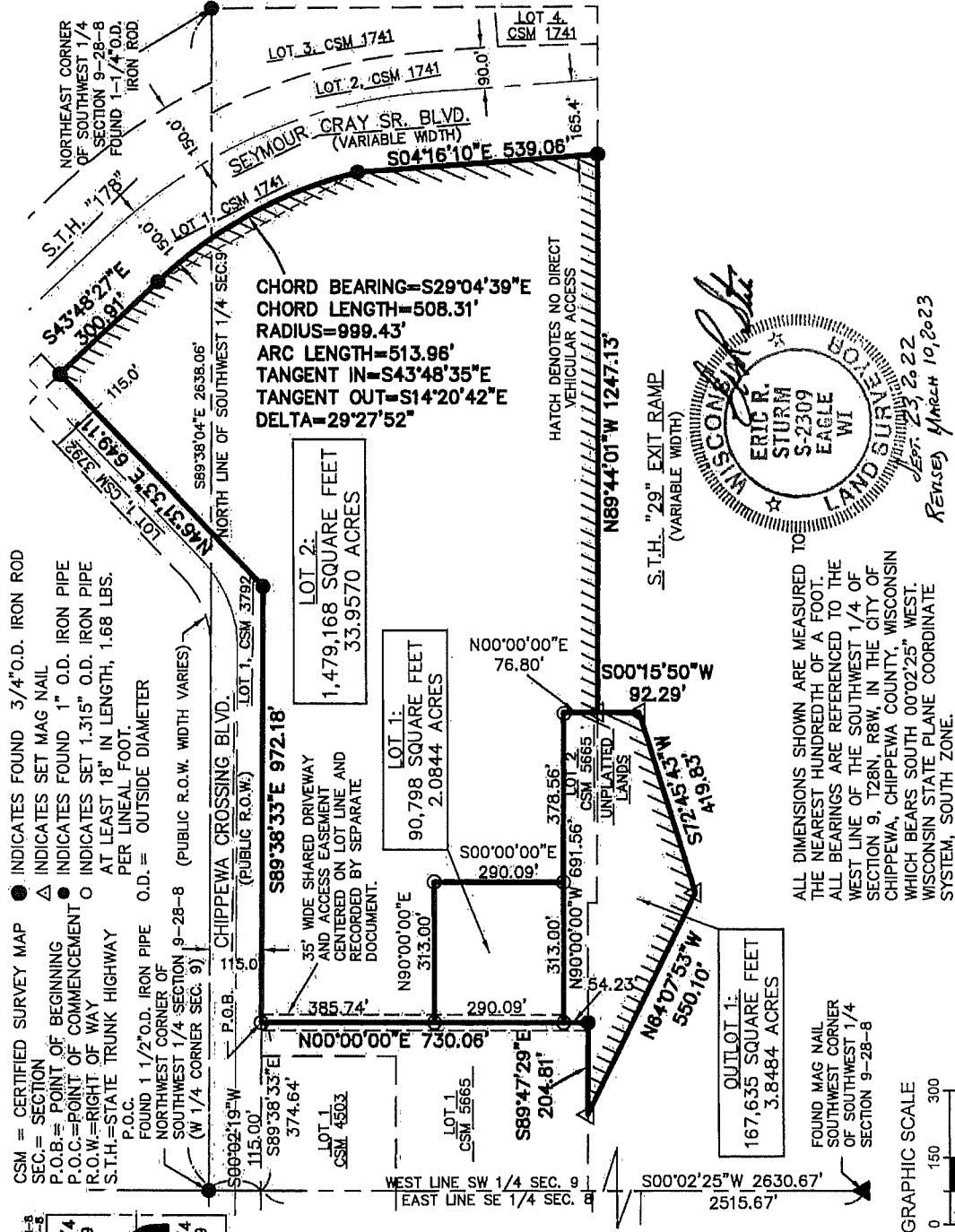
I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST: \_\_\_\_\_

City Clerk

# CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A redvision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.



CSM = CERTIFIED SURVEY MAP  
 SEC. = SECTION  
 P.O.B. = POINT OF BEGINNING  
 P.O.C. = POINT OF COMMENCEMENT  
 R.O.W. = RIGHT OF WAY  
 S.T.H. = STATE TRUNK HIGHWAY  
 P.O.C. = POINT OF COMMENCEMENT  
 FOUND 1 1/2" O.D. IRON PIPE  
 NORTHWEST CORNER OF  
 SOUTHWEST 1/4 SECTION 9-28-8  
 (W 1/4 CORNER SEC. 9)

INDICATES FOUND 3/4" O.D. IRON ROD  
 INDICATES SET MAG NAIL  
 INDICATES FOUND 1" O.D. IRON PIPE  
 INDICATES SET 1.315" O.D. IRON PIPE  
 AT LEAST 18" IN LENGTH, 1.68 LBS.  
 PER LINEAL FOOT.  
 O.D. = OUTSIDE DIAMETER  
 (PUBLIC R.O.W. WIDTH VARIES)

CHIPPewa CROSSING BLVD.  
 LOT 1, CSM 3792  
 LOT 2, CSM 1741  
 LOT 3, CSM 1741  
 LOT 4, CSM 1741  
 LOT 1, CSM 5665  
 LOT 2, CSM 5665  
 LOT 1, CSM 4503  
 LOT 1, CSM 5665

LOT 1:  
 167,635 SQUARE FEET  
 3.8484 ACRES

LOT 2:  
 1,479,168 SQUARE FEET  
 33.9570 ACRES

LOT 1:  
 90,798 SQUARE FEET  
 2.0844 ACRES

LOT 2:  
 90,798 SQUARE FEET  
 2.0844 ACRES

OUTLOT 1:  
 167,635 SQUARE FEET  
 3.8484 ACRES

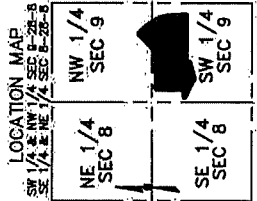
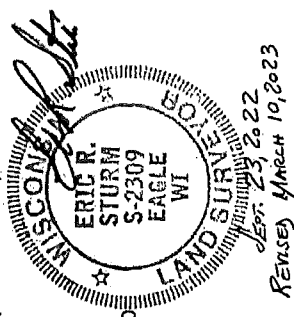
CHORD BEARING = S29°04'39"E  
 CHORD LENGTH = 508.31'  
 RADIUS = 999.43'  
 ARC LENGTH = 513.96'  
 TANGENT IN = S43°48'35"E  
 TANGENT OUT = S14°20'42"E  
 DELTA = 29°27'52"

HATCH DENOTES NO DIRECT  
 VEHICULAR ACCESS

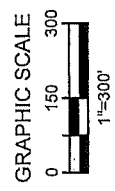
S.T.H. "29" EXIT RAMP  
 (VARIABLE WIDTH)

N89°47'29"E 204.81'  
 N90°00'00"W 691.56'  
 N90°00'00"E 313.00'  
 N90°00'00"W 691.56'  
 N00°00'00"E 76.80'  
 N00°00'00"E 313.00'  
 N00°00'00"E 76.80'

ALL DIMENSIONS SHOWN ARE MEASURED TO  
 THE NEAREST HUNDRETH OF A FOOT.  
 ALL BEARINGS ARE REFERENCED TO THE  
 WEST LINE OF THE SOUTHWEST 1/4 OF  
 SECTION 9, T28N, R8W, IN THE CITY OF  
 CHIPPEWA, CHIPPEWA COUNTY, WISCONSIN  
 WHICH BEARS SOUTH 00°02'25" WEST,  
 WISCONSIN STATE PLANE COORDINATE  
 SYSTEM, SOUTH ZONE.



SCALE: 1" = 200'



**raSmith**  
 CREATIVITY BEYOND ENGINEERING  
 16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
 rasmith.com



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN     }  
  :SS  
WAUKESHA COUNTY       }

I, ERIC R. STURM, Professional Land Surveyor, do hereby certify:

THAT I have surveyed, divided and mapped a redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'19" West along the West line of said Southwest 1/4 Section 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the point of beginning; thence South 89°38'33" East along said South line 972.18 feet to a point; thence North 46°31'33" East along said South line 649.11 feet to a point on the West line of Seymour Cray Sr. Boulevard (also known as S.T.H. "178"); thence South 43°48'27" East along said West line and the West line of Lot 1 of Certified Survey Map No. 1741, a distance of 300.91 feet to a point; thence Southeasterly 513.96 feet along the arc of a curve, whose center lies to the West, whose radius is 999.43 feet, and whose chord bears South 29°04'39" East 508.31 feet to a point; thence South 04°16'10" East along said West line 539.06 feet to a point on the North line of S.T.H. "29" Exit Ramp; thence North 89°44'01" West along said North line 1247.13 feet to a point; thence South 00°15'50" West 92.29 feet to a point; thence South 72°45'43" West 419.83 feet to a point; thence North 64°07'53" West 550.10 feet to a point on the South line of Lot 1 of Certified Survey Map No. 5665; thence South 89°47'29" East along said South line 204.81 feet to the Southeast corner of said Lot 1; thence North 00°00'00" East along the East line of said Lot 1, a distance of 730.06 feet to the point of beginning.

Said lands containing 1,737,601 square feet or 39.8898 acres.


THAT I have made the survey, land division and map by the direction of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, WW Chippewa Falls, LLC, and Chippewa Crossing Partners, LLC, owners.

THAT the map is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

THAT this survey was prepared under my supervision and is correct to the best of my professional knowledge and belief and complies with Chapter AE-7 of the Wisconsin Administrative Code.

THAT I have fully complied with Chapter 236 of the Wisconsin Statutes and Chapter 14 of the City of Chippewa Falls Municipal Code in surveying, dividing and mapping the same.

DATE SEPTEMBER 23, 2022 (SEAL)  
*REVISED*  
JANUARY 24, 2023  
MARCH 10, 2023

 ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

**CITY OF CHIPPEWA FALLS APPROVAL CERTIFICATE**

This Certified Survey Map is Approved by the Common Council of the City of Chippewa Falls this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greg Hoffman, Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Bridget Givens, City Clerk

\_\_\_\_\_  
Date:

**OWNER'S CERTIFICATE**

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, limited liability companies duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, on behalf of all owners, certify that said limited liability company caused the land described on this map to the surveyed, divided, and mapped as represented on this map.

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereof, \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

SMW Chippewa Falls, LLC  
TD Chippewa Falls, LLC  
WW Chippewa Falls, LLC

on behalf of all ownership entities above

By: Stewart M. Wangard, Member

STATE OF \_\_\_\_\_ }  
  }SS  
\_\_\_\_\_ COUNTY        }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.

\_\_\_\_\_(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
My commission is permanent.



SEPT. 23, 2022  
REVISED JAN. 24, 2023, MARCH 10, 2023

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

OWNER'S CERTIFICATE

Chippewa Crossing Partners, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, on behalf of all owners, certify that said limited liability company caused the land described on this map to be surveyed, divided, and mapped as represented on this map.

Chippewa Crossing Partners, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereof, \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

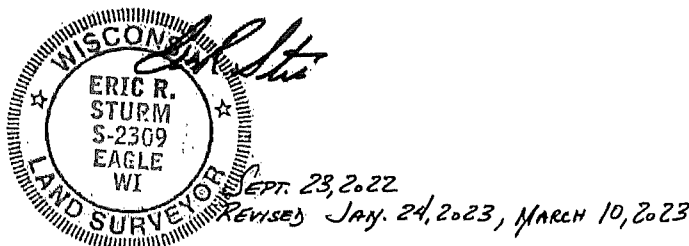
Chippewa Crossing Partners, LLC

By: Deborah A. Bernhardt, attorney-in-fact  
for John Bernhardt, Member

STATE OF \_\_\_\_\_ }  
  :SS  
\_\_\_\_\_ COUNTY         }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ of the above named corporation, to me known as the person who executed the foregoing instrument, and to me known to be such Member of the corporation, and acknowledged that he/she executed the foregoing instrument as such officer, by its authority.

\_\_\_\_\_  
(SEAL)  
Notary Public, State of \_\_\_\_\_  
My commission expires \_\_\_\_\_  
My commission is permanent.



**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**

A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

CONSENT OF CORPORATE MORTGAGEE

\_\_\_\_\_, a \_\_\_\_\_, mortgagee of that portion of the above-described land identified in this Certified Survey Map, does hereby consent to the surveying, dividing and mapping of the land described in the foregoing affidavit of ERIC R. STURM, Surveyor, and does hereby consent to the certificate of said owner.

In witness whereof, the said \_\_\_\_\_, has caused these presents to be signed by \_\_\_\_\_, its \_\_\_\_\_, and by \_\_\_\_\_, its \_\_\_\_\_, at \_\_\_\_\_, and its corporate seal to be hereunto affixed.

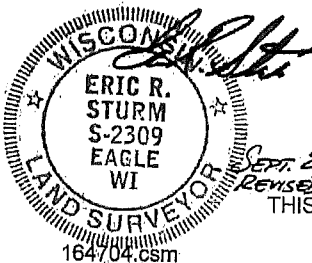
this \_\_\_ day of \_\_\_\_\_, 2023.

STATE OF \_\_\_\_\_ }  
 \_\_\_\_\_ :SS  
 COUNTY OF \_\_\_\_\_ }

PERSONALLY came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_

above named organization, to me known as the person(s) who executed the foregoing instrument, and to me known to be the \_\_\_\_\_ and the \_\_\_\_\_ of the organization, and acknowledged that they executed the foregoing instrument as such officer(s) as the deed of the organization, by its authority.

\_\_\_\_\_  
 Notary Public, State of \_\_\_\_\_ (SEAL)  
 My commission expires \_\_\_\_\_



REvised SEPT. 23, 2022, JAN. 24, 2023, MARCH 19, 2023  
 THIS INSTRUMENT WAS DRAFTED BY ERIC R. STURM,  
 PROFESSIONAL LAND SURVEYOR S-2309

**RESOLUTION ADOPTING RATES FOR STORMWATER UTILITY FEE**

BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin, hereby adopts the following stormwater utility fee as provided in Chapter 32 of the Municipal Code of the City of Chippewa Falls:

Residential stormwater utility fee of \$4.66/parcel/month.

BE IT FURTHER RESOLVED, that when bills for stormwater fees are rendered, they become due and payable on the first of the month following the period for which service is rendered.

A late payment charge of 1 percent per month will be added to bills not paid within 20 days of issuance. This late payment charge will be applied to the total unpaid balance for utility service, including unpaid late payment charges. The late payment charge is applicable to all customers.

BE IT FURTHER RESOLVED, that the Department of Public Utilities shall notify stormwater customers of the Stormwater rate with the first bill issued at the new rate.

BE IT FURTHER RESOLVED, that this resolution replaces Resolution 2017-46, adopted December 19, 2017.

BE IT FURTHER RESOLVED that this resolution shall become effective on April 1, 2023.

Dated this 21st day of March, 2023.

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Council President

ADOPTED: \_\_\_\_\_

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk