

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

To be held on Tuesday, June 20, 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 June 6, 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) Allyson Wisniewski, Chippewa Falls Area Chamber President, and Sue Leonard, Tourism Director, to provide a brief update to the Council.

### **4. PUBLIC HEARINGS** – None

### **5. COMMUNICATIONS** – None

### **6. REPORTS**

(a) Consider Board of Public Works minutes of June 12, 2023.

(b) Consider Plan Commission minutes of June 12, 2023.

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

(a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of June 13, 2023.

(b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of June 15, 2023.

(c) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of June 19, 2023. *(minutes to be distributed prior to meeting)*

(d) Park Board minutes of June 13, 2023.

(e) Library Board minutes of May 10, 2023.

### **8. APPLICATIONS**

(a) Consider Alcohol Beverage License Applications/Renewals for 2023/2024 conditioned upon approval by the Health Inspector. *(See attached listing – completed applications on file with City Clerk)*

(b) Consider Dance License Applications/Renewals for 2023/2024. *(See attached listing – completed applications on file with City Clerk)*.

(c) Consider renewal of the 2023/2024 Garbage/Recycling Licenses of GFL Solid Waste Midwest, LLC and Waste Management conditioned upon approval by the Health Inspector. *(Completed applications on file with City Clerk)*

(d) Consider renewal of the 2023/2024 Garbage/Recycling Licenses of Gorilla Dumpster Bag and Trash on Trucks. *(Completed applications on file with City Clerk)*

(e) Consider renewal of the 2023/2024 Taxicab Business License Applications of Penny Sorensen (American Phoenix Transportation), John Hallquist (Checker Taxi), and Nina Eisold (Ready Ride Taxi) conditioned upon submission of passing Taxicab Vehicle Inspections as performed by the Police Department. *(Completed applications on file with City Clerk)*

(f) Consider renewal of the 2023/2024 Taxicab Business License Applications of Jay McNulty (Town and Country Taxi) and Angela Rands (On Time Taxi). *(Completed applications on file with City Clerk)*

(g) Consider Conditional Surrender of Kevin DeCook (Platinum Pet Supply) of his Class "B"/"Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Bryce Smetana (Smetana Operations, LLC).

(h) Consider Original Alcohol Beverage Retail License Application of Smetana Operations, LLC, Bryce Smetana, Agent, for Rally House, located at 465 Chippewa Mall Drive.

(i) Consider Application for Class "B" Dance and Live Music License from Bryce Smetana for Rally House, 465 Chippewa Mall Drive.

8. **APPLICATIONS** (continued)
- (j) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Eau Claire North Booster Club for the G&S Classic Softball Tournament to be held at Casper Park, 1025 W Canal Street, on June 23, 2023.
  - (k) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Northern Wisconsin State Fair Association, Inc. for the Northern Wisconsin State Fair to be held at the Fairgrounds, 225 Edward Street, on July 12 – 16, 2023.
  - (l) Consider Street Use Permit Application from the Northern Wisconsin State Fair Association, Inc. for the Northern Wisconsin State Fair requesting one-way traffic on Edward Street from Hwy 124 to Prentice Street during high traffic hours and to charge accordingly for City Services.
  - (m) Consider Application for Class "E" Dance and Live Music License from the Northern Wisconsin State Fair Association, Inc. for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on July 12 – 16, 2023.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
- (a) Consider **Ordinance #2023-13 Entitled:** An Ordinance Amending the Closing Hours for City Parks Regarding Pedestrian Traffic.
  - (b) Consider **Ordinance #2023-14 Entitled:** An Ordinance Amending the Eight-Hour Parking Limitation for the "Market Place" Parking Lot to Twelve Hours.
  - (c) First Reading of **Ordinance #2023-15 Entitled:** An Ordinance Repealing and Recreating Chapter 22 of the City of Chippewa Falls Municipal Code.
14. **RESOLUTIONS**
- (a) Consider **Resolution #2023-22 Entitled:** Resolution Approving a Certified Survey Map (Mark Connell - Lowater Road).
  - (b) Consider **Resolution #2023-23 Entitled:** Resolution Approving a Certified Survey Map (Robert and Annaliese Fish - parcel at NE corner of Elm and Bridge Street).
  - (c) Consider **Resolution #2023-24 Entitled:** Compliance Maintenance Resolution.
  - (d) Consider **Resolution #2023-25 Entitled:** Initial Resolution Authorizing \$1,185,000 General Obligation Bonds for Street Improvement Projects.
  - (e) Consider **Resolution #2023-26 Entitled:** Initial Resolution Authorizing \$505,000 General Obligation Bonds for Sewerage Projects.
  - (f) Consider **Resolution #2023-27 Entitled:** Initial Resolution Authorizing \$2,085,000 General Obligation Refunding Bonds.
  - (g) Consider **Resolution #2023-28 Entitled:** Resolution Directing Publication of Notice to Electors Relating to Bond Issues.
  - (h) Consider **Resolution #2023-29 Entitled:** Resolution Providing for the Sale of Not to Exceed \$3,775,000 General Obligation Corporate Purpose Bonds.
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
- (a) Discuss and consider State/Municipal Agreement for a State-Let Local Bridge Project for Central Street Bridge Replacement.
  - (b) Discuss and consider Supplemental Letter Agreement between the City of Chippewa Falls and SEH for the Safe Drinking Water (SDW) loan application and administration.
16. **CLAIMS**
- (a) Consider claims as recommended by the Claims Committee.

**16. CLAIMS (continued)**

(b) Consider claim of Mary Rudd, 3201 60<sup>th</sup> Avenue, Elk Mound. (see letter from Statewide Services, Inc. recommending denial of the claim)

**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. Renewal Alcohol License Application of Badger State Hospitality, 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.

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 June 16, 2023 at 10:50 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, June 6, 2023 in the City Hall Council Chambers. Council President John Monarski called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

### CLERK CALLS THE ROLL

Council Members present: Rob Kiefer, CW King, Chuck Hull, Heather Martell, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Robert Ferg; Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Police Lt. Ryan Douglas; Assistant City Engineer Bill McElroy; and City Clerk Bridget Givens.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Kiefer/Nadreau to approve the minutes of the Council Meeting of May 16, 2023. All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS - None

### PUBLIC HEARINGS - None

### COMMUNICATIONS - None

### REPORTS

**(a)** The Board of Public Works meeting of May 22, 2023 was cancelled due to a lack of agenda items.

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

**(a) Motion by Hull/Hiess to approve the Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of May 31, 2023. Roll Call Vote: Aye – Hull, Hiess, Kiefer, King, Martell, Nadreau. Motion carried.**

**(b) Motion by Kiefer/Hiess to approve the Committee #4 Recycling, Computerization, Buildings and Intergovernmental Services minutes of June 6, 2023. All present voting aye, motion carried.**

### APPLICATIONS

**(a) Motion by Kiefer/Nadreau to approve the Street Use Permit Application of Mary Crosby to place a memorial bench on City-owned property adjacent to the American Legion, 12 E Spring Street. The applicant will remove the existing bench and was directed to contact engineering when the new bench arrives. All present voting aye, motion carried.**

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

**Motion by Kiefer/Nadreau to approve items (b) – (i) as follows:**

**(b)** Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the CRBL All Star Game to be held at Casper Park, 1025 W Canal Street, on June 30, 2023.

**(c)** Application for Temporary Class "B"/"Class B" Beer and Wine' Retailer's License from the American Legion Post 77 for a Flag Day Celebration to be held at the American Legion, 12 E Spring Street, on June 14, 2023.

**(d)** Street Use Permit Application from the American Legion Post 77 for a Flag Day Celebration to be held on June 14, 2023 utilizing the City-owned parking lot at the corner of E Spring Street and Rushman Drive.

**(e)** Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Parade to be held on August 12, 2023 utilizing the 100 – 700 blocks of N Bridge Street.

**(f)** Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from Chippewa Falls Main Street for Pure Water Days Riverfest to be held at Chippewa Riverfront, 12 S Bridge Street, on August 12, 2023.

**(g)** Application for Class "E" Dance and Live Music License from Chippewa Falls Main Street for Chippewa Riverfront, 12 S Bridge Street, on August 12, 2023.

**(h)** Street Use Permit Application from the Leinie Lodge for the Summer Kick Off to be held on June 17, 2023 utilizing various City Streets and to charge accordingly for City services.

**APPLICATIONS** (continued)

(i) Application for Class "E" Dance and Live Music License from the Northern Wisconsin State Fair Association for the Northern Wisconsin State Fairgrounds (FMCA Rally), 225 Edward Street, on June 13 & 16, 2023.

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

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS** - None

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES**

(a) The First Reading of **Ordinance #2023-13 Entitled:** An Ordinance Amending the Closing Hours for City Parks Regarding Pedestrian Traffic was held.

(b) The First Reading of **Ordinance #2023-14 Entitled:** An Ordinance Amending the Eight-Hour Parking Limitation for the "Market Place" Parking Lot to Twelve Hours was held.

**RESOLUTIONS**

(a) **Motion by Hiess/Nadreau** to approve **Resolution #2023-21 Entitled:** Resolution Concerning Completion of Carli Court Utilities and Infrastructure. **Roll Call Vote: Aye – Hiess, Nadreau, Kiefer, King, Hull, Martell. Motion carried.**

**OTHER NEW/UNFINISHED BUSINESS**

Assistant City Engineer McElroy advised that he submitted three successful grant applications to replace existing high pressure sodium street lights with LEDs. These are material only, cost-sharing grants with the City's portion being roughly \$50,000. Energy savings should allow the City's cost to be repaid within five years. McElroy is working to determine if additional funds may be available through Focus on Energy.

(a) **Motion by Kiefer/Hull** to approve the State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (1). **Roll Call Vote: Aye – Kiefer, Hull, Martell, Nadreau, Hiess, King. Motion carried.**

(b) **Motion by Hiess/Kiefer** to approve the State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (2). **Roll Call Vote: Aye – Hiess, Kiefer, King, Hull, Martell, Nadreau. Motion carried.**

(c) **Motion by Martell/Nadreau** to approve the State/Municipal Agreement for a Carbon Reduction Program Project for the City of Chippewa Falls, LED Street Light Replacement (3). **Roll Call Vote: Aye – Martell, Nadreau, Hiess, Kiefer, King, Hull. Motion carried.**

**CLAIMS**

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

|                                 |                     |
|---------------------------------|---------------------|
| City General Claims:            | \$373,121.50        |
| Authorized/Handwritten Claims:  | \$104,220.29        |
| Department of Public Utilities: | \$125,901.55        |
| Total of Claims Presented       | <u>\$603,243.34</u> |

**Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, King, Hull, Martell. Motion carried.**

(b) **Motion by Hiess/Nadreau** to refer the claim of Ed and Kim Grabinski, 516 W Columbia Street, to the insurance company. **All present voting aye, motion carried.**

(c) **Motion by Hiess/Nadreau** to refer the claim of Thomas Nayes, 418 Squires Street, to the insurance company. **All present voting aye, motion carried.**

**CLOSED SESSION** - None

**ADJOURNMENT**

**Motion by Nadreau/Hull to adjourn at 6:55 pm. All present voting aye, motion carried.**

Submitted by:  
Bridget Givens, City Clerk

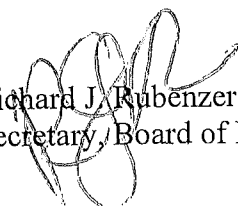
**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, JUNE 12, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 12, 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. City Engineer Bill McElroy also attended.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the May 08, 2023 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board of Public Works considered the Water Utilities entry into the safe drinking water loan program for replacement of water services with lead joint goosenecks in them. Director of Public Works Rubenzer handed out the attached supplemental letter agreement with S.E.H. The application is due June 30, 2023.  
**Motion** by Hubbard, seconded by Hiess to recommend the Common Council approve the attached supplemental letter agreement with S.E.H. for the City of Chippewa Falls Water Utilities application and administration of a safe drinking water loan for lead gooseneck and service replacement. The agreement is for \$6000 for program application and \$22,000 for administration of the loan. Up to 50% of the loan may be principal forgiveness but it is unknown how much at this time. **All present voting aye except Bauer who voted nay. MOTION CARRIED**
  
3. Director of Public Works Rubenzer summarized the attached Real Estate Assessment form for WisDOT Documentation as it regards to Sojenhomer LLC vs Village of Egg Harbor decision and how it relates to WisDOT projects in the City of Chippewa Falls. He said due to the said court decision, WisDOT can no longer “condemn” for temporary limited easements or parcel acquisitions on WisDOT projects where new sidewalk construction or large replacement of sidewalks on projects are concerned. He stated that Right-of-Way Professionals who are performing acquisitions on STH #124 resurfacing projects and AECOM consulting engineers both agree that the City shouldn’t have any sidewalks requiring condemnation on the STH #124 project. The forms stating such will need to be completed for each parcel and sent to WisDOT.  
**Motion** by Hiess, seconded by Hubbard that the Common Council direct the Engineering Department to work with Right-of-Way Professionals to complete the Real Estate Assessment form for WisDOT Documentation as it regards to Sojenhomer LLC vs Village of Egg Harbor decision and how it relates to WisDOT projects in the City of Chippewa Falls for the STH #124 resurfacing projects currently scheduled for 2026. **All present voting aye. MOTION CARRIED.**
  
4. The Board of Public Works discussed the request from Karen Bushland and Dan Bushland representing Goercke ETAL to revise an existing easement with Wolfgang on an existing City of Chippewa Falls owned driveway at the Nelson Road Landfill. The October 10, 2022 Board of Public Works considered three options as attached. At that time Ms. Bushland stated that Mr. Henning was not in favor of an access easement across his property (option #2). After the Board of Public Works meeting, the Village of Lake Hallie DENIED the request to detach triangular parcel #22809-1044-50050800. The easement was again considered by the December 12, 2022 Board of Public Works (minutes attached), and a recommendation to the

Common Council to allow the revision of the existing easement with Wolfgang was made and approved. After that, Director of Public Works Rubenzer received an email from Doug Clary of Chippewa County showing that there was an existing legal and viable easement across the Henning property and Director of Public Works Rubenzer learned that a possible split of the triangular lot, parcel #22809-1044-50050800 was also being considered. At that point it was again placed on the upcoming June 12, 2023 Board of Public Works agenda for discussion. **Motion** by Hiess, seconded by Hubbard to reaffirm the previous Common Council discussion to allow revising of the existing Wolfgang easement with the condition that a deed restriction be placed on triangular lot, parcel #22809-1044-50050800 that prevented ANY future subdivision of the lot. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the attached 2022 Compliance Maintenance Annual Report summary and corresponding approval resolution. Director of Public Works Rubenzer explained that the wrong application rate had been used for the past decade or so and a new WDNR staff person had discovered this in the review of the report. Using the said application rate resulted in over-applying Nitrogen to a 6.5 acre field in 2022 yielding an “F” in the biosolids part of the report. The application rate will be revised to a correct and acceptable amount moving forward. As noted on the resolution, two quarterly Molybdenum analyses exceeded 80% of the ceiling limit. **Motion** by Hoffman, seconded by Rubenzer to recommend that the Common Council accept the 2022 Compliance Maintenance Annual Report and approve the corresponding resolution. **All present voting aye. MOTION CARRIED.**
6. City Engineer Bill McElroy presented the attached State Municipal Agreement for replacement of Central Street Bridge over Duncan Creek. The project is an 80% - 20% split, so the federal share would be \$2,596,480 and the City share would be \$649,620 and the project is currently scheduled for 2027. Design of the bridge would occur between 2023 and 2027 and cost approximately \$375,200 with a local share of \$75,040 for the said design. **Motion** by Hubbard, seconded by Rubenzer to recommend the Common Council approve the State Municipal Agreement for replacement of Central Street Bridge over Duncan Creek and authorize Mayor Hoffman to execute the same. **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 6:20 P.M.

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



BOARD OF PUBLIC WORKS ATTENDANCE SHEET

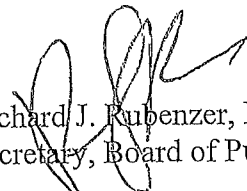
DATE: June 12, 2018

| NAME           | COMPANY REPRESENTING | ADDRESS       | PHONE #      | EMAIL |
|----------------|----------------------|---------------|--------------|-------|
| Karen Bushland |                      | 4285 113th St | 715-723-9720 | _____ |
| Dawn Bushland  |                      | cc            | cc           | _____ |
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**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, MAY 8, 2023 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 8, 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 Fire Chief Jason Thom, City Inspector Paul Lasiewicz, City Planner Brad Hentschel and Erik Hennisgard of S.E.H.

1. **Motion** by Hubbard, seconded by Hiess to approve the minutes of the April 10, 2023 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Director of Public Works Rubenzer gave background on Street Use Permits, stating if city services were requested, the permits should go to the Board of Public Works for recommendation to the Common Council.  
**Motion** by Hubbard, seconded by Hiess to recommend the Common Council approve the Street Use Permit from Chippewa Falls Main Street for four Cruise In Car Shows on June 17, July 15, September 9 and October 5, 2023 and not charge Main Street for the \$300 per event fee. **All present voting aye. MOTION CARRIED.**
  
3. Erik Hennisgard of S.E.H. appeared and presented the attached bid summary for the Chippewa Crossing Boulevard widening project. The estimate for the project was 1.3 million dollars. The bids were received as per the attached sheets and ranged from the low bid of \$1,157,624.21 (Haas) to \$1,479,630.00 (A-1). Mr. Hennisgard recommended the project be awarded to low bidder Haas Sons Inc. of Thorp in the amount of \$1,157,624.21. He summarized that there weren't individual bid items that varied greatly in amounts: Alderperson Hiess pointed out the difference in traffic control of \$8,500 (Haas) to \$58,000 (A-1). Those traffic control differences were also evident in the five 2023 city street improvement project bids. Director of Public Works Rubenzer surmised it could be bid unbalancing. Mr. Hennisgard said it could be that Haas already has projects in the city and thus didn't have to cover a mobilization cost whereas A-1 did. Mr. Hennisgard stated the project was slated to be completed by September 8, 2023.  
**Motion** by Hubbard, seconded by Hiess to recommend the Common Council accept the low bid of \$1,157,624.21 and award the Chippewa Crossing Boulevard widening project to Haas Sons Inc. of Thorp contingent on successful review of the bids from City Attorney Ferg. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Hiess, seconded by Hubbard to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works adjourned at 5:43 PM.

  
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, May 22, 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, MAY 22, 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 Notice was emailed to the Chippewa Herald, posted on 1<sup>st</sup> floor, City Hall and on the City Hall Bulletin Board on Wednesday, May 17, 2023 at 9:45 AM by Mary Bowe.

**Rick Rubenzer**

**From:** Matthew R Boos  
**Sent:** Thursday, May 25, 2023 8:00 AM  
**To:** Rick Rubenzer  
**Subject:** FW: [EXTERNAL] RE: Chippewa Falls LSL SDWLP

Rick,

SEH for the grant will charge us \$6,000 to do the application and \$22,000 to administration work after the grant is awarded. I highlighted below what that entails. Nate said the sooner we let them know we are a go the better being that the application is due June 30<sup>th</sup>.

Matt Boos  
Water Supervisor  
City of Chippewa Falls  
715-720-6981  
Cell: 715-828-8739

**From:** Nate Day <nday@sehinc.com>  
**Sent:** Tuesday, May 23, 2023 3:29 PM  
**To:** Matthew R Boos <mboos@chippewafalls-wi.gov>  
**Subject:** [EXTERNAL] RE: Chippewa Falls LSL SDWLP

\*\*\*\*\* [CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe \*\*\*\*\*

Hi Matt - Apologies for the no answer. I'll bet our receptionist was at lunch. My direct line is listed below.

- The \$6,000 takes care of all the paper work for the application correct? Yes, see below
- For the administration of the project \$22,000.00
  - What does this entail? See below
  - Does the City still do all the communicating with residents about the money available? Yes
  - Do we still get licensed plumbers who want to do the work? Yes
  - Does SEH make sure all work is done to DNR requirement's or is that the plumbers responsibilities? Plumber
  - How does the payment schedule work with the homeowners. Does that go through SEH then the city or directly to the city? Through the City.
  - What are you seeing with other communities - City paying for all of the service or just partial. The community is generally footing the entire bill. A specific amount will be established after a few quotes.

The application fee includes:

1. Work with Client to determine the scope of the project for submittal to the WDNR – Replacement of LSL's.
2. Assemble required documentation. Consultant will work with the Client Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to assemble required documentation for the SDW application.
3. Draft resolution and work with Client to on adoption of required Reimbursement Resolution.
4. Complete the Financial Assistance Application and submit to the Wisconsin Department of Natural Resources (DNR) through the electronic filing system.
5. Submit required documentation for Disadvantaged Business Enterprise (DBE), American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance, and Green Project Reserve certification.
6. Coordinate with the Engineer submission of plans, specifications, and engineering report.
7. Coordinate with Client and submit necessary financial documentation.

The administration fee includes:

1. Loan Closing. Coordination of loan closing between the Client, DNR and DOA.
2. General Administration.
  - a. Set up a complete set of file folders that meet DNR requirements.
  - b. Review proposed contract between the Client and DNR. Propose revisions to contract.
3. Financial Management.
  - a. Draft all financial management forms.
  - b. Complete all drawdown requests for submittal to DNR.
  - c. Maintain required records.
  - d. Final reporting.
4. Equal Opportunity and Procurement Requirements.
  - a. Ensure compliance with MBE/WBE requirements.
  - b. Maintain compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
  - c. Ensure all required federal and state forms are in all bidding documents, as appropriate.
5. Document compliance with Drug-Free Workplace Act, (P.L. 100-690).
6. Assist the Client in documenting compliance with the Real Property Acquisition Policies Act.
7. American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance.
8. Assist in Central Contractor Registration requirements.
9. Labor Standards.
  - a. Ensure proper Davis Bacon Wage Rates are inserted in all bid documents.
  - b. Assist with Davis Bacon requirements.
  - c. Review payrolls on a weekly basis.
  - d. Document payroll violations.
  - e. Work with contractor to correct wage underpayments (if applicable).
10. Document compliance with lobbying restrictions (Section 319 (P.L. 101-121)).

**Rick Rubenzer**

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**From:** Matthew R Boos  
**Sent:** Wednesday, May 17, 2023 7:17 AM  
**To:** Rick Rubenzer  
**Subject:** RE: [EXTERNAL] Accepted --SDWLP SFY 2024 ITA for City of Chippewa Falls

I had to scroll it a few times to find it also. Should we ask SEH move forward with the application? Or do we need to take it to the council before we commit to spending any of our money on this being that it all won't be principal forgiveness.

11. Audit Requirements. Determine what level of Audit (if any) is required. Coordinate and submit audit. Audits and Audit costs are the responsibility of the Client.
12. Close Out. Complete Close out documentation. Schedule and participate in DNR monitoring visit (if required by DNR).

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**Nate Day, AICP**  
Associate | Senior Planner  
**SEH | 100% Employee-Owned Company**  
608.620.6185  
Building a Better World for All of Us®  
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**From:** Matthew R Boos <mboos@chippewafalls-wi.gov>  
**Sent:** Tuesday, May 23, 2023 1:31 PM  
**To:** Nate Day <nday@sehinc.com>  
**Subject:** RE: [EXTERNAL] RE: [EXTERNAL] RE: Chippewa Falls LSL SDWLP

Nate,

Just tried giving you a call and there wasn't a message to leave a voicemail. I called this number 1-608-620-6199.

Just a couple questions.

- The \$6,000 takes care of all the paper work for the application correct?
- For the administration of the project \$22,000.00
  - What does this entail?
  - Does the City still do all the communicating with residents about the money available?
  - Do we still get licensed plumbers who want to do the work?
  - Does SEH make sure all work is done to DNR requirement's or is that the plumbers responsibilities?
  - How does the payment schedule work with the homeowners. Does that go through SEH then the city or directly to the city?
  - What are you seeing with other communities
    - City paying for all of the service or just partial.

Just trying to gauge the workload for the project.

That's just a few of the questions and if there is anything else you can think of please let me know. Rick Rubenzer who is the utilities Manager is out of the office till Friday so I'm hoping to have most of these things answered by then.

Project Priority List (PPL)  
May 12, 2023

| Self Score | Municipality            | Project Number | Project Description  | Estimated Project Cost | Region | CME       | Federal Equivalency |
|------------|-------------------------|----------------|--|------------------------|--------|-----------|---------------------|
| 179        | MAYVILLE, CITY OF       | 5443-09        | Replace Existing Water Treatment System/SCADA                | \$2,830,000            | SC     | Zetti     | No                  |
| 176        | RIPON, CITY OF          | 5289-04        | Replace well #5, treatment, storage, filtration & SCADA      | \$10,000,000           | NE     | Hannes    | No                  |
| 171        | MADISON, CITY OF (SDW)  | 4837-09        | Treat Well #15 for PFAS (EC)                                 | \$6,000,000            | SC     | Zetti     | Yes                 |
| 156        | MENOMONIE, CITY OF      | 4846-04        | Construct New Well   | \$7,000,000            | WC     | Cameron   | Yes                 |
| 139        | TWO RIVERS, CITY OF     | 4920-50        | Replace Watermains System Wide                               | \$1,500,000            | NE     | Hannes    | No                  |
| 136        | DARLINGTON, CITY OF     | 5387-04        | Construct Well #3  | \$880,000              | SC     | Zetti     | No                  |
| 135        | READSTOWN, VILLAGE OF   | 5523-07        | Construct New Well #2  | \$500,000              | NE     | Hannes    | Yes                 |
| 134        | TWO RIVERS, CITY OF     | 4920-49        | BIL SFY24 LSL Program  | \$4,527,000            | SC     | Zetti     | No                  |
| 133        | CAMBRIDGE, VILLAGE OF   | 5055-05        | Well 3 rehab, treatment                                      | \$2,500,000            | NE     | Hannes    | No                  |
| 132        | RIPON, CITY OF          | 5289-06        | Upgrade well #8 filtration, building, pumps, SCADA           | \$2,100,000            | SC     | Zetti     | No                  |
| 132        | MUSCODA, VILLAGE OF     | 5159-05        | Abandon/Replace Elevated Water Tower                         | \$5,000,000            | SC     | Andruciak | Yes                 |
| 130        | BELOIT, CITY OF         | 5471-07        | Treat Well #9 for Radium                                     | \$1,900,000            | WC     | Cameron   | Yes                 |
| 128        | ADAMS, CITY OF          | 5310-04        | Construct Well #6; Replace Well #4 (EC)                      | \$1,200,000            | WC     | Cameron   | Yes                 |
| 128        | ADAMS, CITY OF          | 5310-06        | Treat Well #4 for PFAS- Temporary (EC)                       | \$2,800,000            | WC     | Cameron   | Yes                 |
| 128        | ADAMS, CITY OF          | 5310-05        | Treat Well #4 for PFAS (EC)                                  | \$7,140,000            | NE     | Hannes    | No                  |
| 126        | SUAMICO, VILLAGE OF     | 5392-05        | Construct New Well #5  | \$1,000,000            | NE     | Hannes    | Yes                 |
| 125        | GREEN BAY, CITY OF      | 5331-31        | BIL SFY24 LSL Program  | \$400,000              | SC     | Zetti     | No                  |
| 124        | BROWNTOWN, VILLAGE OF   | 5056-03        | Rehab Water Tower  | \$11,800,000           | NE     | Hannes    | No                  |
| 121        | PULASKI, VILLAGE OF     | 5373-08        | Construct Connection to Green Bay Water Utility              | \$700,000              | SC     | Zetti     | Yes                 |
| 120        | LAKE MILLS, CITY OF     | 4828-11        | BIL SFY24 LSL Program  | \$2,000,000            | SE     | Blinder   | Yes                 |
| 117        | RACINE, CITY OF         | 4887-16        | BIL SFY24 LSL Program  | \$8,000,000            | NO     | Cameron   | No                  |
| 116        | BALSAM LAKE, VILLAGE OF | 5329-06        | Well #2 wellhouse improvements & water transmission main     | \$8,000,000            | NO     | Cameron   | No                  |
| 116        | BALSAM LAKE, VILLAGE OF | 5329-05        | Well #1 wellhouse improvements & water transmission main     | \$6,500,000            | NO     | Cameron   | No                  |
| 116        | BALSAM LAKE, VILLAGE OF | 5329-03        | Treat Well #3 for Mn   | \$998,000              | SC     | Zetti     | No                  |
| 116        | WIOTA SD #1             | 5442-03        | Upgrade Well/House #1 Including Controls & Pump              | \$1,215,000            | WC     | Cameron   | Yes                 |
| 114        | CHIPPewa FALLS, CITY OF | 4785-04        | BIL SFY24 LSL Program  | \$1,000,000            | SC     | Zetti     | Yes                 |
| 114        | BARABOO, CITY OF        | 4762-05        | BIL SFY24 LSL Program  | \$3,498,500            | NO     | Cameron   | No                  |
| 114        | CHETEK, CITY OF         | 4784-07        | Replace Water Tower  | \$1,815,200            | SE     | Blinder   | Yes                 |
| 113        | OCONOMOWOC, CITY OF     | 5452-07        | Replace WM on Grove, Oakwood, Capitol, and Bolson            | \$3,172,613            | NE     | Hannes    | Yes                 |
| 112        | KAUKAUNA, CITY OF       | 5120-13        | Replace WMs on Canal, Park, Klein, 4th, 5th, Hendricks...    | \$1,400,000            | WC     | Cameron   | No                  |
| 112        | MONDOVI, CITY OF        | 5620-02        | Treat Well #1 for Mn   | \$1,400,000            | WC     | Cameron   | No                  |
| 112        | MONDOVI, CITY OF        | 5620-03        | Upgrade Well 3   | \$1,400,000            | WC     | Cameron   | No                  |
| 112        | MONDOVI, CITY OF        | 5620-04        | Upgrade Well 4   | \$880,000              | SC     | Zetti     | No                  |
| 112        | MONDOVI, CITY OF        | 5065-04        | Construct Well 2 and Appurtenances                           | \$880,000              | SC     | Zetti     | No                  |
| 112        | BLOOMINGTON, VILLAGE OF | 4761-04        | Construct Well/House 3, Piping, Chem Addition, Standby Power | \$700,000              | WC     | Cameron   | No                  |
| 112        | AVOCA, VILLAGE OF       | 5506-01        | Construct Well, Well House, Treatment, Connecting Mains      |                        |        |           |                     |

Matt Boos  
Water Supervisor  
City of Chippewa Falls  
715-720-6981  
Cell: 715-828-8739



## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between the City of Chippewa Falls ("Client"), and SEH ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated May 31, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **SFY24 SDW Application/Administration – Lead Service Line (LSL) Replacement.**

**Client's Authorized Representative:** Matthew Boos  
**Address:** 30 West Central Street  
Chippewa Falls, WI 54729  
**Telephone:** 715.720.6981 **email:** mboos@chippewafalls-wi.gov

**Project Manager:** Nate Day  
**Address:** 6808 Odana Road, Suite 200  
Madison, WI 53719  
**Telephone:** 608.620.6185 **email:** nday@sehinc.com

### Project Understanding:

Consultant understands that the City of Chippewa Falls, WI would like to apply to the Wisconsin Department of Natural Resources (WDNR) Safe Drinking Water (SDW) Loan Program to assist with financing lead service line replacement.

**Scope:** The Basic Services to be provided by Consultant:

### Task 1: Safe Drinking Water (SDW) Loan Application

1. Work with Client to determine the scope of the project for submittal to the WDNR – Replacement of LSL's.
2. Assemble required documentation. Consultant will work with the Client Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to assemble required documentation for the SDW application.
3. Draft resolution and work with Client to on adoption of required Reimbursement Resolution.
4. Complete the Financial Assistance Application and submit to the Wisconsin Department of Natural Resources (DNR) through the electronic filing system.
5. Submit required documentation for Disadvantaged Business Enterprise (DBE), American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance, and Green Project Reserve certification.
6. Coordinate with the Engineer submission of plans, specifications, and engineering report.
7. Coordinate with Client and submit necessary financial documentation.

*Task 2 will only be completed upon acceptance of funding application from WDNR.*

### Task 2: SDW Loan Administration

1. Loan Closing. Coordination of loan closing between the Client, DNR and DOA.
2. General Administration.
  - a. Set up a complete set of file folders that meet DNR requirements.
  - b. Review proposed contract between the Client and DNR. Propose revisions to contract.
3. Financial Management.
  - a. Draft all financial management forms.
  - b. Complete all drawdown requests for submittal to DNR.

- c. Maintain required records.
- d. Final reporting.
4. Equal Opportunity and Procurement Requirements.
  - a. Ensure compliance with MBE/WBE requirements.
  - b. Maintain compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
  - c. Ensure all required federal and state forms are in all bidding documents, as appropriate.
5. Document compliance with Drug-Free Workplace Act, (P.L. 100-690).
6. Assist the Client in documenting compliance with the Real Property Acquisition Policies Act.
7. American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance.
8. Assist in Central Contractor Registration requirements.
9. Labor Standards.
  - a. Ensure proper Davis Bacon Wage Rates are inserted in all bid documents.
  - b. Assist with Davis Bacon requirements.
  - c. Review payrolls on a weekly basis.
  - d. Document payroll violations.
  - e. Work with contractor to correct wage underpayments (if applicable).
10. Document compliance with lobbying restrictions (Section 319 (P.L. 101-121)).
11. Audit Requirements. Determine what level of Audit (if any) is required. Coordinate and submit audit. Audits and Audit costs are the responsibility of the Client.
12. Close Out. Complete Close out documentation. Schedule and participate in DNR monitoring visit (if required by DNR).

*The fee for Task 2 – SDW Administration is based on a construction period of one construction season (up to 8 months) requiring one bid package, with a single general contractor.*

**Additional Services:** These services are not included in the estimated fee. If requested by the Client, Consultant will complete them on a time and materials basis at Consultant's current rates.

1. **Detailed Historical/Archeological Review:** This section applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Client's Municipal Code or other requirements associated with development in the historic districts.
2. **Detailed Floodplain/Wetland Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, further study will be required, and documentation provided as an additional service.
3. **Publication of Notices** required by the grant application or administration process: Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the Client.
4. **Labor Standards:** As of the time of this contract, field interviews to determine compliance with Federal Labor Standards is not required by DNR. Should such requirements change or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, Consultant will complete said interviews as an additional service.
5. **Build America, Buy America (BABA):** As of the time of this contract, this project is not deemed to be a federal equivalency project, therefore is not required to comply with BABA for the purchase of products and construction materials. Should this project be determined to require federal equivalency, additional work will be required.

6. **Accounting, Financial Advisor or Legal fees** that may be required as part of the grant application or administration process.

**Schedule:** Our services will begin promptly upon the approval of this agreement. Task 1 will be complete by June 30, 2023, to meet the WDNR SDW application deadline. Task 2 to include additional coordination for the submittal of required documents through loan closing. WDNR SDW Administration is ongoing during construction and will be completed approximately 90-days after final construction. If there are delays in the Project that are beyond Consultant's control, Client agrees to grant additional time to complete the services.

**Payment:** The lump sum fee including expenses and equipment is \$28,000 and broken out by task is:  
Task 1 - \$6,000  
Task 2 - \$22,000

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.


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.

**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:  
None.

[https://sehincazure-my.sharepoint.com/personal/nday\\_sehinc\\_com/documents/desktop/project folders/\\_pursuits/20230522 sdw chippewa falls sla.docx](https://sehincazure-my.sharepoint.com/personal/nday_sehinc_com/documents/desktop/project%20folders/_pursuits/20230522%20sdw%20chippewa%20falls%20sla.docx)

Short Elliott Hendrickson Inc.

City of Chippewa Falls

By:   
\_\_\_\_\_  
Jeff Nussbaum, PE (WI)  
Title: Client Service Manager  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Agreement for Professional Services**  
**Between City of Chippewa Falls, WI (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated May 31, 2023**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

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

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

# 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 ("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 the 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 the 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 the 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, including delivery of documents, CAD files, or information not expressly included as deliverables, 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 seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect 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, such as 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; and 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 Project site to locate and mark said utilities upon request, relocate and/or protect said utilities 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.

6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.

7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## 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 Services or deliverables 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, deliverables, 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. Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. 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 Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an independent cost estimator.

##### 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 Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for 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, or reputation; and 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. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
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.

4. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

##### 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.

##### E. Dispute Resolution

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to 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.
2. Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

#### SECTION V – 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"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Notwithstanding anything to the contrary, 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. 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.

##### 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 nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. 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, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

##### 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.

# REAL ESTATE ASSESSMENT FOR WisDOT DOCUMENTATION

This mandatory cover sheet is designed to collect sidewalk real estate information related to the Court of Appeals Decision, *Sojenhomer LLC v. Village of Egg Harbor*. This provides a mechanism for WisDOT to respond to all parcels in question and provides WisDOT with the appropriate documentation for project oversight. It further serves to document an assessment the Local Public Agency (LPA) is making on the impacted parcels. The LPA must provide below the documentation, reasoning and plan of the LPA for the specific sidewalk related parcels. To expedite a response, fill ALL applicable fields with as much detail as possible.

The LPA must confer with their legal counsel to develop the official parcel by parcel determinations. The LPA may collaborate with their consultants and contractors to develop the assessment. However, the consultant/contractor may NOT make these determinations. The LPA must have a meeting including their acquisition agents, design team and the LPREM to discuss. The below information and request for response must be signed by the LPA's approving authority.

DO NOT SEND ASSESSMENTS DIRECTLY TO THE STATEWIDE LOCAL PROGRAM REAL ESTATE  
MANAGER (LPREM).

---

*LPA Assessment to LPREM:* [date]

Time Sensitive:  High

Moderate

Low

*WisDOT LPREM Review & Acknowledgment of Receipt:* [date]

- 
- 1) Please provide a clear description of the project parcel(s) as it relates to real estate acquisition for new or extending sidewalk. Outline/highlight the parcel(s) in question on the plat for ease of reference. (e.g., new sidewalk to be installed with existing right of way, but TLE is needed for construction, new or extension of sidewalk where none previously existed, etc.) See instructions for detailed information.
  - 2) What is the status of real estate acquisition (e.g., offer out, JO out, partial release, no agreement, in condemnation, etc):

*If in condemnation, explain why?*

# REAL ESTATE ASSESSMENT FOR WisDOT DOCUMENTATION

3) How has the LPA Legal Counsel determined to proceed?

4) If clarifications are needed, what is the name and contact information of the legal counsel?

---

|  |  |
|--|--|
| <p>Project ID(s):</p> <p>PS&amp;E: [date]</p> <p>AD: [date]</p> <p>Project LET : [date]</p> <p>Parcel ID(s):</p> | <p>Region:</p> <p>LPA Sponsor:</p> <p><b>- For Response -</b></p> <p>Contact Name:</p> <p>Contact Email:</p> |
|--|--|

---

Signature of LPA approving Authority

---

Name of LPA Approving Authority

Email the materials outlined in the attached instructional sheet to:

|                    |                      |
|--------------------|----------------------|
| North Central (NC) | <u>E. Jay Viste</u>  |
| Southwest (SW)     | <u>Angie Kneip</u>   |
| Northwest (NW)     | <u>Angie Kneip</u>   |
| Southeast (SE)     | <u>MeriKate Bock</u> |
| Northeast (NE)     | <u>E. Jay Viste</u>  |

General Questions can be directed to Statewide Local Program Real Estate Manager Abby Ringel  
(Abigail.ringel@dot.wi.gov)

See Page 4 for the Draft Real Estate FAQ



# INSTRUCTIONS FOR PROVIDING ASSESSMENT TO WISDOT

WisDOT must provide oversight to federal aid Local Program projects. Federal Code (23 CFR 710 and 49 CFR 24), FHWA Order 5020.2 and Federal Highway Administration and Wisconsin Department of Transportation Stewardship & Oversight Agreement provide the framework for that oversight.

The Court of Appeals *Sojenhomer LLC v. Village of Egg Harbor* decision impacts parcels being acquired for establishment of new sidewalks, and parcels being acquired for extension of existing sidewalks. Since this decision impacts acquisitions currently in progress, WisDOT has developed interim guidance for those specific instances as part of WisDOT's internal procedures.

This decision impacts parcels that need right of way for:

- New or extension of sidewalk in conjunction with a roadway
- New sidewalk being established in existing right of way, and TLE is needed for the work
- New curb ramps not connected to an existing sidewalk

For WisDOT to provide the required oversight, interim guidance has been provided. WisDOT developed a process to document that application of the recent case is followed. It provides a mechanism for WisDOT to respond to parcels in question and provides appropriate documentation for project oversight. The LPA must provide the documentation, reasoning and plan of the LPA for the specific sidewalk related parcels.

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- Cover sheet with:
  - Project id
  - Parcel numbers
  - Use needed
    - Sidewalk
      - Existing
      - New
      - Extending
  - Sidewalk & Road
    - When the acquisition is needed for a combination of bike/ped accommodations and roadway improvements, the sizes of each must be broken out.
  - Stage in acquisition process
  - Date offers made
  - LPA's Recommendation with date
  - Name and signature of authorized approving authority of LPA
- Plat
  - Parcels in question highlighted
- Plan Set
  - Plan and profile sheets
  - Only plan sheets for impacted parcels
  - Impacted parcels identified (highlighted, parcel number)
- Other supporting documentation (as needed)
  - Any pictures clearly labeled with parcel number

The information must be submitted to the regional Local Program Real Estate Manager (LPREPM). They will then forward it to the statewide Local Program Real Estate Manager (LPREM) for response. WisDOT will review the provided information for compliance with the Court of Appeals Decision, *Sojenhomer LLC v. Village of Egg Harbor*. A written response will be provided to the LPREPM to forward to the LPA. It is the responsibility of the LPA to provide this information to their real estate consultants.

# INSTRUCTIONS FOR PROVIDING ASSESSMENT TO WISDOT

# INSTRUCTIONS FOR PROVIDING ASSESSMENT TO WISDOT



DRAFT External  
Sidewalk Interi...

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---

Project ID(s):

Region:

PS&E: [date]

AD: [date]

Project LET : [date]

LPA Sponsor:

Parcel ID(s):

- For Response -

Contact Name:

Contact Email:

---

Signature of LPA approving Authority

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Name of LPA Approving Authority

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# INSTRUCTIONS FOR PROVIDING ASSESSMENT TO WISDOT

# INSTRUCTIONS FOR PROVIDING ASSESSMENT TO WISDOT



DRAFT External  
Sidewalk Interi...



June 12, 2023 5PM



Location of Easement Per the Deed (65' x 40')

BPW June 12, 2023

22809-15111-50080025

22809-15111-50080025

City Limit  
Wolfgang  
Eggc.

Existing  
Access  
Easement  
on  
Harris Prop.

Henning  
Parcel

City Limit



22809-15111-50080025



June 12, 2023 B/W



Proposed Driveway Configuration:

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, DECEMBER 12, 2022 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 12, 2022 at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer and Alderperson Jason Hiess. Also attending were Assistant City Engineer Bill McElroy, P.E. and those on the attached attendance sheet.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the November 7, 2022 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Lake Hallie Village President Gary Spilde appeared and made a request to revise easement #386249 for access to parcel #22809-1133-00020000 located at the Northwest corner of Nelson Road (50<sup>th</sup> Avenue) and 110<sup>th</sup> Street. Director of Public Works Rubenzer stated that the request had been made by Karen Bushland and her mother, Lorraine Gourley at Board of Public Works meetings dating back to 2018. At the most recent October 10, 2022 Board of Public Works meeting, three options were recommended as follows:
  - 1) Grant themselves an easement across parcel #22809-1511-50080002 (same owner) to 110<sup>th</sup> Street in the Village of Lake Hallie.
  - 2) Obtain an easement across the Don Henning parcel to Nelson Road.
  - 3) Detach the triangular parcel #22809-1044-50050800 from the Village of Lake Hallie, annex the parcel to the City of Chippewa Falls and then modify the existing Wolfgang-City of Chippewa Falls easement to access to Nelson Road.

Mr. Spilde stated that the easement wouldn't need to be too large, but that it would clear up congestion at the corner of 110<sup>th</sup> Street and Nelson Road. Alderperson Hiess suggested that a parcel be "sold" to Goercke ETAL and that any costs associated with revising the existing easement or drafting and recording a new easement be borne by Goercke ETAL. In addition, that any new easement be a non-exclusive easement that wouldn't prevent the City from dedicating the easement strip as right-of-way if desired in the future. Also, that all revisions and proceedings need to be reviewed by Attorney Ferg and approved or denied. The Board of Public Works then discussed appropriate sizes for the easement.

**Motion** by Hubbard, seconded by Hiess to recommend the Common Council allow Goercke ETAL to revise existing easement number 386249 along the west side of parcel 22809-1133-00020000 and draft and record a new 25'x50' easement beginning at the southwest corner of said parcel 22809-1133-00020000 conditioned on:

- 1) Attorney Ferg review and revise and then approve or deny the 25'x50' easement.
- 2) If approved, that the existing easement and new easement be recorded by Goercke ETAL.
- 3) All fees and costs associated with the existing easement revision and recording and preparation of said recording of a new easement be borne by Goercke ETAL.

**All present voting aye. MOTION CARRIED.**

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

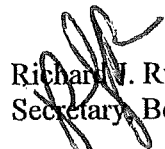
The Board of Public Works met in City Hall on Monday, October 10, 2022 at 5:30 PM. Attending were, Vice-President Tom Hubbard, Director of Public Works Rick Rubenzer P.E., Finance Manager Lynne Bauer and those on the attached attendance sheet. Mayor Greg Hoffman and Alderperson Hayden Frey were absent.

1. **Motion** by Rubenzer, seconded by Bauer to approve the minutes of the September 26, 2022 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. Karen Bushland appeared to request an access easement by revising easement #386249 (City of Chippewa Falls and Elmer Wolfgang). Director of Public Works Rubenzer stated that Ms. Bushland had provided proof that she could speak on behalf of Brenda Goecke ETAL. She indicated that the existing gravel and dirt road along the west side of Nelson Road Landfill (parcel #22809-1133-00020000) could be used for access for parcel #22809-1044-50050800 owned by Brenda Goerke ETAL. She has also asked about an access easement from Mr. Henning, who is not in favor. Director of Public Works Rubenzer stated there were basically three options:
  - 1) Grant themselves an easement across parcel #22809-1511-50080002 (same owner) to 110<sup>th</sup> Street in the Village of Lake Hallie.
  - 2) Obtain an easement across the Don Henning parcel to Nelson Road.
  - 3) Detach the triangular parcel #22809-1044-50050800 from the Village of Lake Hallie, annex the parcel to the City of Chippewa Falls and then modify the existing Wolfgang-City of Chippewa Falls easement to access to Nelson Road.

Ms. Bushland has inquired about drilling a well on the said triangular parcel should an access easement be granted and a house built on the parcel. Director of Public Works Rubenzer noted municipal water was available east of the parcel to the Eagle Ridge Campground but future expansion of the water main westerly was unlikely.

**Motion** by Hubbard, seconded by Bauer that Karen Bushland pursue detaching parcel 22809-1044-5005-0800 from the Village of Lake Hallie and then report back to the Board of Public Works or annex the parcel to the City of Chippewa Falls. **All present voting aye. MOTION CARRIED.**

3. Dawn Schultz of Xcel Energy appeared to request an easement on Lots 9 and 12, Block 7, McBean's Addition to Greenville, City of Chippewa Falls, Chippewa County, Wisconsin to provide electric service for a TDS telecom communication node. Director of Public Works Rubenzer noted that Ms. Schultz had provided a certificate of liability insurance and Attorney Ferg had approved the easement form and language. Ms. Schultz explained that a 35% adjustment was typically applied for underground easement compensations while a 50% adjustment was typically applied to an above ground easement application. She continued that this easement was 2/3 in the side yard setback and would minimally affect the lot value. Director of Public Works Rubenzer confirmed that this was a utility owned lot with a water tower on it and no future additional building plan was anticipated.  
**Motion** by Hubbard, seconded by Rubenzer to recommend the Common Council approve and grant an easement to Xcel Energy on Lots 9 and 12, Block 7, McBean's Addition to Greenville, City of Chippewa Falls, Chippewa County, Wisconsin for a compensation amount of \$2,499. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Bauer, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.**  
The Board of Public Works meeting adjourned at 5:58 P.M.

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

COMPLIANCE MAINTENANCE RESOLUTION

WHEREAS: Wisconsin Administrative Code NR 208 requires the Owner of a wastewater treatment facility to complete an electronic Compliance Maintenance Annual Report (eCMAR).

WHEREAS: The Manager of Public Utilities has completed the eCMAR for 2022 and presented it to the Board of Public Works.

WHEREAS: Two quarterly BioSolids Molybdenum analyses, 65mg/kg, 66mg/kg, exceeded 80% of the 75mg/kg ceiling limit, (60 mg/kg).

WHEREAS: Biosolids were land applied one pound of Nitrogen per acre in excess of the Recommended Requirement for the crop of 140 lbs. per acre on one 6.5-acre field due to an application rate calculation data error.

WHEREAS: The Board of Public Works reviewed the eCMAR on June 12, 2023 and recommended adoption of a resolution documenting the review of the eCMAR.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin informs the Department of Natural Resources that the electronic Compliance Maintenance Annual Report has been reviewed and corrective actions have been taken.

- Continue monitoring Influent Molybdenum loadings and Industry compliance with Local Discharge Permit requirements.
- Double check data used for rate application calculations for correctness.

BE IT FURTHER RESOLVED, that the Manager of Public Utilities is directed to submit this resolution and eCMAR to the DNR.

Dated this 20th Day of June, 2023

\_\_\_\_\_  
Alderman

ADOPTED \_\_\_\_\_

APPROVED \_\_\_\_\_  
Mayor

ATTEST \_\_\_\_\_  
City Clerk

# Compliance Maintenance Annual Report

Chippewa Falls Wwtp

Last Updated: Reporting For:  
5/30/2023 2022

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = F

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.38

# Compliance Maintenance Annual Report

Chippewa Falls Wwtp

Last Updated: Reporting For:  
5/30/2023 2022

## Grading Summary

WPDES No: 0023604

| SECTIONS                                | LETTER GRADE | GRADE POINTS | WEIGHTING FACTORS | SECTION POINTS |
|---|--------------|--------------|-------------------|----------------|
| Influent                                | A            | 4            | 3                 | 12             |
| BOD/CBOD                                | A            | 4            | 10                | 40             |
| TSS                                     | A            | 4            | 5                 | 20             |
| Phosphorus                              | A            | 4            | 3                 | 12             |
| Biosolids                               | F            | 0            | 5                 | 0              |
| Staffing/PM                             | A            | 4            | 1                 | 4              |
| OpCert                                  | A            | 4            | 1                 | 4              |
| Financial                               | A            | 4            | 1                 | 4              |
| Collection                              | A            | 4            | 3                 | 12             |
| <b>TOTALS</b>                           |              |              | <b>32</b>         | <b>108</b>     |
| <b>GRADE POINT AVERAGE (GPA) = 3.38</b> |              |              |                   |                |

### Notes:

A = Voluntary Range (Response Optional)

B = Voluntary Range (Response Optional)

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)





**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL  
BRIDGE PROJECT**

Program Name: Local Bridge  
 Sub-program #: 205  
 Cycle: FFY 2023-2026

|  |                                  |
|--|----------------------------------|
| DATE:  | 5/24/2023                        |
| DESIGN ID:   | 8996-01-20                       |
| CONSTRUCTION ID:   | 8996-01-21                       |
| ROAD NAME:   | Central Street                   |
| BRIDGE ID:   | P-09-0715                        |
| TITLE:   | C CHIPPEWA FALLS,<br>CENTRAL ST  |
| LIMITS:  | DUNCAN CREEK<br>BRIDGE P-09-0715 |
| COUNTY:  | Chippewa                         |
| LENGTH (FT)  | 235                              |
| FACILITY OWNER:  | City of Chippewa<br>Falls        |
| PROJECT SPONSOR:   | City of Chippewa<br>Falls        |
| DESIGN SCHEDULED FOR STATE FISCAL YEAR:<br><b>2024</b>       |                                  |
| CONSTRUCTION SCHEDULED FOR STATE<br>FISCAL YEAR: <b>2027</b> |                                  |

The signatory, **City of Chippewa Falls**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.

**TABLE A**

|  | <b>Existing Facility – Current structure and condition</b> | <b>Proposed Improvement – Approved Scope</b> | <b>Notes:</b>             |
|--|--|--|---------------------------|
| Type of facility                                     | bridge   | bridge                                       | historic structure        |
| Bridge ID  | P-09-0715  |  |                           |
| Structure passes over                                | Duncan Creek   |  |                           |
| Clear bridge width                                   | 30 ft  | 30 ft  |                           |
| Bridge length  | 135 ft   | 135 ft                                       |                           |
| Total length of approach work                        |  | 100 ft                                       |                           |
| Number of spans                                      | 1  | 1  |                           |
| Special safety issues                                | no   |  |                           |
| Sidewalk   | both sides   | both sides                                   |                           |
| Sidewalk along approach                              | both sides   | both sides                                   |                           |
| Bicycle / pedestrian improvements required           |  |  |                           |
| Improvement type as indicated on project application |  | Replacement                                  |                           |
| Acquisition of right-of-way                          |  | not expected                                 | 100% local responsibility |
| Approach width and type                              | 38 ft / asphalt  |  |                           |
| Approach shoulder width and type                     |  | curb and gutter                              |                           |
| Bridge rail  |  | yes  |                           |
| Beam guard   |  | yes  |                           |

**Non-participating work, additional notes:**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

A nominal amount (\$500) has been added for maintenance and repair of haul roads.

The Municipality agrees to the following FFY 2023-2026 Local Bridge Program project funding conditions:

**Project Design costs** are funded with up to 80% state/federal funding up to a funding limit of \$300,160.00. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$ 300,160.00 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

**Project Construction costs** are funded with up to 80% state/federal funding up to a funding limit of \$2,296,320.00. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,296,320.00 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2027. Sunset date: June 30, 2032

**Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

**In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.**

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B  
SUMMARY OF COSTS**

| PHASE                               | Total Est. Project Cost | Federal / State Funds               | %   | Municipal Funds     | %         |
|-------------------------------------|-------------------------|-------------------------------------|-----|---------------------|-----------|
| <b>8996-01-20</b>                   |                         |                                     |     |                     |           |
| Design                              | \$350,200.00            | \$280,160.00                        | 80% | \$70,040            | 20% + BAL |
| State Review                        | \$25,000.00             | \$20,000.00                         | 80% | \$5,000             | 20% + BAL |
| <i>Project total</i>                | \$375,200.00            | \$300,160.00                        |     | \$75,040            |           |
| <b>8996-01-21</b>                   |                         |                                     |     |                     |           |
| Participating Construction          | \$2,575,000.00          | \$2,060,000.00                      | 80% | \$515,000           | 20% + BAL |
| Construction Engineering            | \$270,400.00            | \$216,320.00                        | 80% | \$54,080            | 20% + BAL |
| Non-Participating Construction      | \$500.00                |                                     | 0%  | \$500               | 100%      |
| State Review                        | \$25,000.00             | \$20,000.00                         | 80% | \$5,000             | 20% + BAL |
| <i>Project total</i>                | \$2,870,900.00          | \$2,296,320.00                      |     | \$574,580.00        |           |
| <b>Total Est. Cost Distribution</b> | <b>\$3,246,100.00</b>   | <b>\$2,596,480.00</b>               |     | <b>\$649,620.00</b> |           |
| * Design ID                         | 8996-01-20              | federal/state funding is limited to |     | \$300,160.00        |           |
| * Construction ID                   | 8996-01-21              | federal/state funding is limited to |     | \$2,296,320.00      |           |

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

|  |       |
|--|-------|
| Signed for and in behalf of: <b>City of Chippewa Falls</b> |       |
| Name (print)   | Title |
| Signature  | Date  |
| Signed for and in behalf of the <b>State</b>               |       |
| Name (print)   | Title |
| Signature  | Date  |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
  - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
  - i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

**STATE RESPONSIBILITIES AND REQUIREMENTS:**

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2023 - 2026 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary engineering and design.
  - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
  6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the FFY 2023–2026 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement.
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject FFY 2023-2026 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide complete plans, specifications, and estimates to State upon request.
  - f. Provide relocation orders and real estate plats to State upon request.
  - g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
18. It is further agreed by the Municipality that:
  - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### LEGAL RELATIONSHIPS:

- 19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.



21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following FFY 2023-2026 Local Bridge Program project funding conditions:
  - a. ID 8996-01-20: Design is funded with 80% state/federal funding up to a funding limit of \$300,160.00, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$300,160.00 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
  - b. Real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 8996-01-21: Construction
    - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$2,296,320.00, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$2,296,320.00 state/federal funding limit.
    - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

**[End of Document]**

**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, JUNE 12, 2023-6:30PM**

The Plan Commission met in City Hall on Monday, June 12, 2023 at 6:30P.M. Present were Commissioners Greg Misfeldt, Ross Wilson, Dan Varga, Beth Ameberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Dave Cihasky and Mike Tzanakis. Also attending were City Planner Brad Hentschel, City Inspector Paul Lasiewicz, City Engineer Bill McElroy and Riley Wogenese representing the Chip-Wa Hotel Group.

1. **Motion** by Varga, seconded by Hiess to approve the minutes of the May 08, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached 2 lot Certified Survey Map of 1210 Lowater Road from Hiess-Loken and Associates on behalf of Mark Connell in an I-2 Light Industrial Zoning District. Alderperson Hiess noted that an existing shed near the northwest corner of Lot 1 would be razed.

**Motion** by Rubenzer, seconded by Hubbard to recommend Common Council approve the attached 2 lot Certified Survey Map of 1210 Lowater Road from Hiess-Loken and Associates on behalf of Mark Connell in an I-2 Light Industrial Zoning District. Said approval conditioned on;

- 1) receipt of the Certified Survey Map review fees
- 2) revisions from County Surveyor Sam Wentz
- 3) recording of the approved Certified Survey Map with signatures and a copy provided to the City of Chippewa Falls Engineering Department.

**All present voting aye, except Hiess who recused himself and abstained from the vote. Motion carried.**

3. The Plan Commission considered the attached draft Flood Plain Ordinance for the City of Chippewa Falls. Inspector Lasiewicz updated the Plan Commission about the revised Flood Plain Ordinance which was a model ordinance from WDNR. Secretary Rubenzer noted that a couple flood panels had yet to be revised. Clerk Givens will request two notices in the Chippewa Herald for the hearing.

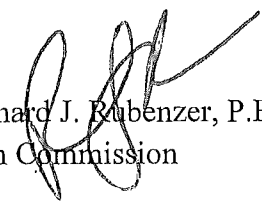
**Motion** by Rubenzer, seconded by Hubbard to recommend the Common Council schedule a public hearing for July 18, 2023 to hear all concerns and comments about the attached Flood Plain Zoning Ordinance for the City of Chippewa Falls. **All present voting aye, Motion carried.**

4. The Plan Commission considered amendments to the City Official Map to remove a corridor of Chippewa Mall Drive from vacated Woodhill Avenue to the Chippewa Crossing Boulevard roundabout and to add a corridor of Chippewa Crossing Boulevard between STH #178 and 160<sup>th</sup> Street. The corridor proposed for removal is on the Toyce Ford property and Chippewa Mall Drive is being constructed in a different location than the corridor proposed for removal.

Secretary Rubenzer will ask Attorney Ferg whether both amendments can be considered with a single public hearing or if each would require a separate set of notices and public hearings.

**Motion** by Hubbard, seconded by Varga to recommend the Common Council schedule one or two public hearings (Attorney Fergs opinion pending) for August 1, 2023 to consider amendments to the City Official Map to remove a corridor of Chippewa Mall Drive from vacated Woodhill Avenue to the Chippewa Crossing Boulevard roundabout and to add a corridor of Chippewa Crossing Boulevard between STH #178 and 160<sup>th</sup> Street **All present voting aye, Motion carried.**

5. Riley Wogenese appeared to support the attached petition for a Planned Development Conditional Use Permit application from Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of CSM #5713 and exceed the 35' maximum height in a C-2 commercial district. After a short discussion about a sign for Kwik Trip going to Committee #3 to exceed height restrictions. **Motion** by Rubenzer, seconded by Hubbard for the Plan Commission to schedule a public hearing to consider a Planned Development Conditional Use Permit for Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of CSM #5713 and exceed the 35' maximum height in a C-2 commercial district after receipt of the advertisement fees and proper notification of adjacent property owners. **All present voting aye, Motion carried.**
6. The Plan Commission considered the attached Certified Survey Map to subdivide parcel #22808-0612-60062709 and located at 12 East Elm Street submitted by Hiess-Loken and Associates on behalf of Robert and Anneliese Fish. Alderperson Hiess explained that the Fish's would like to separate the residential units from the former Mary Ann's Rootbeer stand dividing lots 9 and 10 into lots 1 and 2 as proposed. After subdivision, proposed lot 2 will either be requested to be rezoned to a C-3 Central Business District or requested for a special use permit for the rootbeer stand. **Motion** by Rubenzer, seconded by Varga to recommend the Common Council approve the attached Certified Survey Map to subdivide parcel #22808-0612-60062709 and located at 12 East Elm Street submitted by Hiess-Loken and Associates on behalf of Robert and Anneliese Fish contingent on;
- 1) revisions from County Surveyor Sam Wentz
  - 2) receipt of the Certified Survey Map review fees
  - 3) returning a copy of the approved signed and recorded Certified Survey Map to the City of Chippewa Falls Engineering Department.
- All present voting aye, except Hiess who recused himself and abstained from the vote. Motion carried.**
7. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:58P.M.

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



**MINUTES OF THE PLAN COMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, MAY 8, 2023 – 6:30 PM**

The Plan Commission met in City Hall on Monday, May 8, 2023 at 6:30 P.M. Attending were Commissioners Greg Misfeldt, Ross Wilson, Mike Tzanakis, Dan Varga, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Commissioner Dave Cihasky was absent. Also attending were City Inspector Paul Lasiewicz, City Planner Brad Hentschel and Rob Barse representing Mint Development Company.

1. **Motion** by Varga seconded by Hiess to approve the minutes of the April 10, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission considered the attached Certified Survey Map of Lot #4, CSM #5547 of a 1.8 acre parcel north of Business Hwy #29 and east of Chippewa Crossing Boulevard submitted by Professional Land Surveyor Eric Sturm on behalf of Chippewa Crossing Partners. Director of Public Works Rubenzer stated he handed out a revised Certified Survey Map per County Surveyor Samuel Wentz's comments. City Inspector Lasiewicz noted that utilities had been installed under the parcel being subdivided. Rob Barse stated an easement along the lot line between proposed lots 1 and 2 existed but it hadn't been recorded yet.  
**Motion** by Hiess, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lot #4, CSM #5547 of a 1.8 acre parcel north of Business Hwy #29 and east of Chippewa Crossing Boulevard submitted by Professional Land Surveyor Eric Sturm on behalf of Chippewa Crossing Partners contingent on;
  - 1) including the utilities easement on the Certified Survey Map prior to Council approval and recording of the said Certified Survey Map.
  - 2) receipt of Certified Survey Map review fees.
  - 3) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.**All present voting aye. Motion carried.**
  
3. The Plan Commission considered the subdivision of parcel #22908-3211-645004016, located at 1210 Lowater Road submitted by Hiess-Loken and Associates on behalf of Mark Connell. Jason Hiess stated that Mark Connell said there was a need for additional industrial buildable space and thus proposed the subdivision. Mr. Hiess would prepare a Certified Survey Map should the Plan Commission and Council approve the concept.  
**Motion** by Tzanakis, seconded by Varga to recommend the Common Council approve the attached concept and very preliminary Certified Survey Map of parcel #22908-3211-645004016, located at 1210 Lowater Road submitted by Hiess-Loken and Associates on behalf of Mark Connell. **All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.**
  
4. The Plan Commission considered the attached Certified Survey Map combining Lot #9, Block #1, Korger Heights Addition and Lot #1, CSM #9575, Pine Acres Addition submitted by Hiess-Loken and Associates on behalf of Dan Estensen and located north of First Avenue and west of Pine Needle Drive. Director of Public Works Rubenzer stated that this was a result of a recent annexation of Lot #1, CSM #9575, Pine Acres Addition. The annexation was required by Inspector Lasiewicz to extend electrical

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

service from the house on Lot #9 to a garage on said Lot #1 and have the lot combination. Mr. Hiess stated he had to make a couple corrections before submitting to the Council.

**Motion** by Rubenzer, seconded by Misfeldt to recommend the Common Council approve the attached Certified Survey Map combining Lot #9, Block #1, Korger Heights Addition and Lot #1, CSM #9575, Pine Acres Addition submitted by Hiess-Loken and Associates on behalf of Dan Estensen and located north of First Avenue and west of Pine Needle Drive contingent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

**All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.**

5. The Plan Commission considered the attached 3 lot Certified Survey Map submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of CTH I and west of 156<sup>th</sup> Street in a P-1 Public and Institutional Zoning District. Alderperson Hiess stated that Dove Healthcare owner Tommy Davison wanted to separate off parcels for future builds. After discussion, the Plan Commission was not comfortable with a three lot survey but would allow 1ot 3 to be subdivided off from combined lots 1 and 2 on the proposed Certified Survey Map
- Motion** by Hubbard, seconded by Varga to recommend the Common Council approve an attached 2 lot Certified Survey Map submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of CTH I and west of 156<sup>th</sup> Street continent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

**All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.**

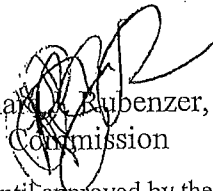
6. The Plan Commission considered the attached Certified Survey Map of Lot #2, CSM #2693 submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of Rutledge Street and east of Eagle Street in a R-1B Single Family Zoning District.

**Motion** by Misfeldt, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lot #2, CSM #2693 submitted by Hiess-Loken and Associates on behalf of Dove Healthcare and located south of Rutledge Street and east of Eagle Street contingent on;

- 1) receipt of Certified Survey Map review fees.
- 2) making any revisions from County Surveyor Sam Wentz and any revisions required by the Stormwater Ordinance.

**All present voting aye, except for Hiess who recused himself and abstained from the vote. The motion passed on a 9-0 vote with one abstention.**

7. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 7:21 P.M.

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

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

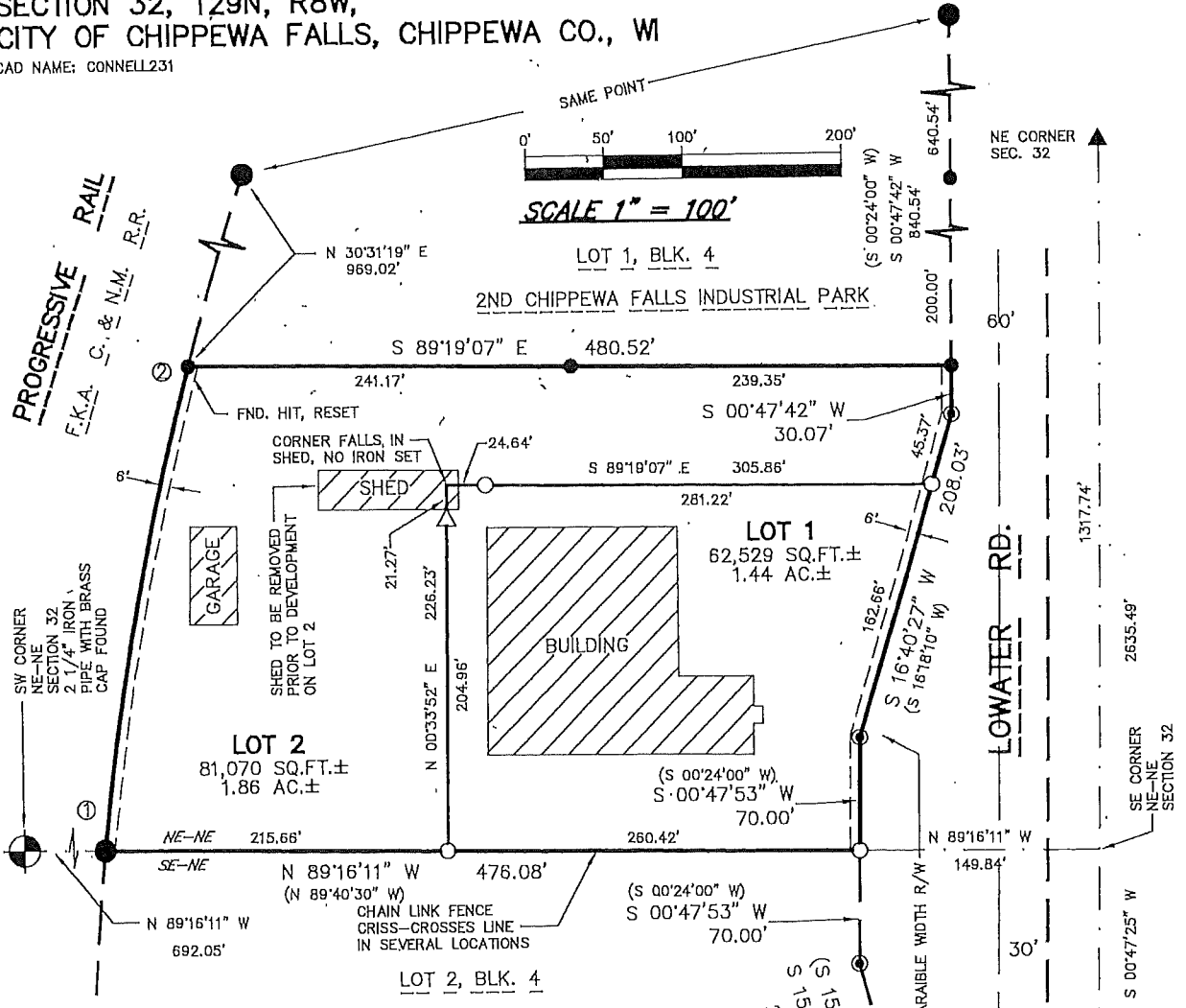


CHIPPEWA CO. CERTIFIED SURVEY  
MAP NO. \_\_\_\_\_

RECORDED IN VOL. \_\_\_\_\_ OF THE  
CERTIFIED SURVEY MAPS PAGE \_\_\_\_\_

PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA FALLS INDUSTRIAL PARK, RECORDED IN VOL. 6 OF PLATS, P. 15, AS DOC. NO. 369533, LOCATED IN THE NE 1/4 OF THE NE 1/4, SECTION 32, T29N, R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA CO., WI

CAD NAME: CONNELL231



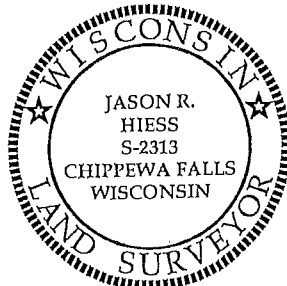
CURVE DATA 1-2

ARC LENGTH = 304.74'  
RADIUS = 1860.08'  
CENTRAL ANGLE = 09°23'13"  
CHORD BEAR. = N 10°43'47" E  
CHORD LENGTH = 304.40'  
1ST TAN BEAR. = N 06°02'11" E  
2ND. TAN. BEAR. = N 15°25'24" E

2ND CHIPPEWA FALLS INDUSTRIAL PARK

\*\*NOTE:  
COMPLETION DATE OF FIELD WORK-- 05-12-2023  
TIES VERIFIED FOR THE SECTION CORNERS SHOWN  
SEE SHEET 2 OF 2 FOR LEGEND

*Jason R. Hiess*  
JASON R. HIESS, P.L.S.  
DATED THIS 12TH DAY OF MAY, 2023.



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  
WI PROFESSIONAL SURVEYOR REG. NO. 100001

BEARINGS REFERENCED TO THE WISCONSIN COORDINATE SYSTEM (WCSRS), CHIPPEWA COUNTY, NORTH AMERICAN DATA 83/2018



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

RECORDED IN VOL \_\_\_\_\_ OF THE  
CERTIFIED SURVEY MAPS PAGE \_\_\_\_\_

**PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA  
FALLS INDUSTRIAL PARK, RECORDED IN VOL.  
6 OF PLATS, P. 15, AS DOC. NO. 369533,  
LOCATED IN THE NE 1/4 OF THE NE 1/4,  
SECTION 32, T29N, R8W,  
CITY OF CHIPPEWA FALLS, CHIPPEWA CO., WI**

CAD NAME: CONNELL231

**SURVEYOR'S CERTIFICATE**

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

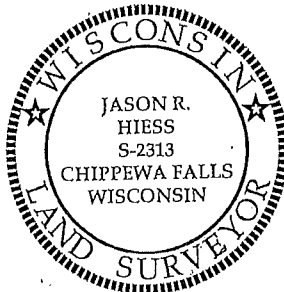
THAT THE EXTERIOR BOUNDARY OF THE LAND SURVEYED AND MAPPED IS AS FOLLOWS: PART OF LOT 1, BLOCK 4, 2ND CHIPPEWA FALLS INDUSTRIAL PARK, RECORDED IN VOLUME 6 OF PLATS, PAGE 15, AS DOCUMENT NUMBER 369533, LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 32, TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 32; THENCE S.00'47'25"W. ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 32, 1317.74 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE N.89'16'11"W. ALONG THE SOUTH LINE THEREOF, 149.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING N.89'16'11"W. ALONG THE SOUTH LINE THEREOF, 476.08 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE ALONG THE WEST LINE THEREOF AND ALONG THE ARC OF A 1860.08 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY, WHOSE CHORD BEARS N.10'43'47"E. 304.40 FEET; THENCE S.89'19'07"E. 480.52 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S.00'47'42"W. ALONG SAID EAST LINE, 30.07 FEET; THENCE S.16'40'27"W. ALONG SAID EAST LINE, 208.03 FEET; THENCE S.00'47'53"W. ALONG SAID EAST LINE, 70.00 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO EXISTING EASEMENTS.

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

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

*Jason R. Hiess*  
\_\_\_\_\_  
JASON R. HIESS, P.L.S.

DATED THIS 12TH DAY OF MAY, 2023.



**LEGEND**

- --- 2 1/4" O.D. IRON PIPE FOUND
- --- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ --- 1 1/4" O.D. IRON PIPE WITH CAP FOUND
- ▲ --- MAG NAIL FOUND
- △ --- COTTON GIN SPIKE SET
- --- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET
- PLATTED UTILITY EASEMENT

- ( ) --- 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
- DOC. --- DOCUMENT
- 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
- F.K.A --- FORMERLY KNOWN AS
- C.&N.W. --- CANADIAN AND NORTHWESTERN
- R.R. --- RAIL ROAD

**CITY OF CHIPPEWA FALLS COMMON COUNCIL RESOLUTION**

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS IS HEREBY APPROVED.

SIGNED: \_\_\_\_\_  
GREGORY S. HOFFMAN, MAYOR

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

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

\_\_\_\_\_  
BRIDGET GIVENS, CITY CLERK

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

FLOODPLAIN ORDINANCE FOR  
Chippewa Falls, WI

Effective \_\_\_\_\_ (enter date of adoption)

Key for editing:

- Blue highlights are instructional for the ordinance writer and can be deleted once the item is completed
- Yellow highlights are places where the ordinance needs to be filled in with community specific information

Adoption schedule tracking

1. Date of Public Hearing: \_\_\_\_\_
  - a. (Requires a Class 2 Hearing Notice of Publication or Posting)
2. Date of Adoption: \_\_\_\_\_
3. Dates of Publication or Posting: \_\_\_\_\_
  - a. (Second/last date must be at least 7 days before hearing, see definition, Ch 985 Stats)
4. Date of Publication or Posting of Notice of Enacted Ordinance:
  - a. \_\_\_\_\_

## STATUTORY APPROVAL REQUIREMENTS

**\*\*This whole page can be deleted. It is for informational purposes and does not need to remain in the ordinance**

The public hearing notice must be published twice, THE SECOND TIME AT LEAST 7 DAYS BEFORE THE HEARING, to meet statutory notice requirements to legally adopt any zoning ordinance or amendment. The community must also furnish a certified copy of the ordinance and proof of publication or posting of the amended ordinance.

There are places in this document where blanks must be completed. After filling in those blanks (and putting in proper map references), publishing a Class 2 public hearing notice, and conducting the hearing, this document may be adopted as is by the municipality's governing body.

This model ordinance includes both the minimum regulatory standards required in ch. NR 116, Wis. Admin. Code, and those of the National Flood Insurance Program 44 CFR 59-72. Section 87.30(1)(b), Stats., permits a county, city, village, or town to adopt a floodplain zoning ordinance that is more restrictive than the provisions required by the State, but not less restrictive. Other model ordinances are available from DNR, or we will help you develop alternative regulations to meet state and federal guidelines.

Submit the proposed ordinance to the DNR Regional Office zoning specialist for review at least 30 days before the public hearing to determine whether it meets all minimum standards. After public hearing and adoption, it is an added expense to change unacceptable ordinance language. No floodplain zoning ordinance amendment is effective until officially approved by DNR. All amendments must also be submitted to the Federal Emergency Management Agency.

Model ordinances and FEMA flood insurance maps are periodically revised. Contact the DNR before public hearing or adoption to assure you are using the most recent and accurate map and ordinance text available.

A handbook entitled *The Floodplain-Shoreland Management Guidebook* has been developed and distributed to all counties, cities and villages with floodplain or shoreland zoning ordinances. Look for publication in your municipal zoning office for answers to many questions about floodplain, wetland and shoreland zoning, dam safety, and the NFIP. The *Guidebook* is also available for download on the DNR website.

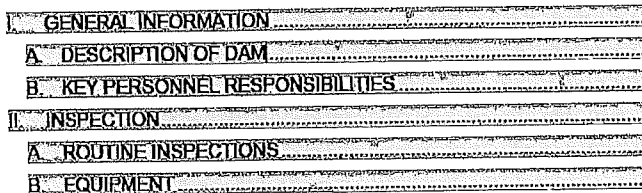
If possible, please submit your draft ordinance electronically. If you have made any changes to the model ordinance, please note the location of the changes in the draft.

**!! Instructional Information Only !!**

**Please delete THIS ENTIRE PAGE when ordinance update is complete.**

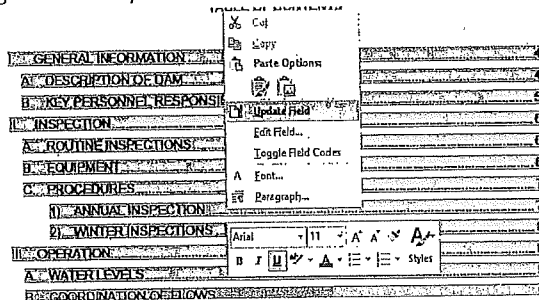
After all updates are done, you will need to update the table of contents. Because this is a linked function within document, the page references will update automatically when you tell it to do so:

1. Click anywhere in the table of contents so that gray shows up behind the words.

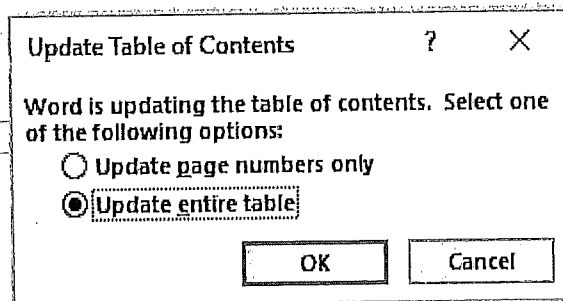


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2. Right click anywhere in the table of contents so that a window pops up. Select "Update Field"



3. Select "Update entire table" so that both the headings and page numbers update. If you changed heading names you may notice that some of the headings will not be capitalized correctly – you will need to find them in the document for formatting and then repeat steps 1-3.



If you make further changes (like deleting this page) and just need to update the page numbers, repeat steps 1-3...this time, you can select "Update page numbers only".

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**1.0 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS**

**1.1 STATUTORY AUTHORIZATION**

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for cities; and the requirements in s. 87.30, Stats.

**1.2 FINDING OF FACT**

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

**1.3 STATEMENT OF PURPOSE**

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

**1.4 TITLE**

This ordinance shall be known as the Floodplain Zoning Ordinance for Chippewa Falls, Wisconsin.

**1.5 GENERAL PROVISIONS**

**(1) AREAS TO BE REGULATED**

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30 or AE, on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

**(2) OFFICIAL MAPS & REVISIONS**

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the City Inspector/Zoning Administrator located at Chippewa Falls City Hall, 30 West Central Street.

**(a) OFFICIAL MAPS** : Based on the Flood Insurance Study (FIS):

1. Flood Insurance Rate Map (FIRM), panel numbers 55017C0558E , 55017C0559E , 55017C0562E , 55017C0578E, 55017C0579E, 55017C0586E, 55017C0590E dated 03/02/2010 and panel numbers 55017C0566F and 55017C0567F dated 10/19/2023,
2. Flood Insurance Study (FIS) volume 55017CV000C for Chippewa County, dated 10/19/2023 .

3. Letter of Map Revision, LOMR 20-05-0796P dated 10/26/2020

Approved by: The DNR and FEMA

- (b) OFFICIAL MAPS: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development. (

(3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(4) LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- b) Where flood profiles do not exist for projects, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.

(5) REMOVAL OF LANDS FROM FLOODPLAIN

- a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments*.
- b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the



Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
  2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;
- c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

#### (6) COMPLIANCE

- a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.
- b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.
- c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

#### (7) MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

#### (8) ABROGATION AND GREATER RESTRICTIONS

- a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

- b) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

(9) INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

(10) WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by man-made or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

(11) SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

(12) ANNEXED AREAS FOR CITIES AND VILLAGES

The Chippewa County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program (NFIP)*. These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

**2.0 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS**

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- 1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
  - a. be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - b. be constructed with flood-resistant materials;
  - c. be constructed by methods and practices that minimize flood damages; and
  - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation.
- 2) If a subdivision or other proposed new development is in a flood-prone area, the community shall

assure that:

- a. such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
- b. public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
- c. adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

## **2.1 HYDRAULIC AND HYDROLOGIC ANALYSES**

1) No floodplain development shall:

- a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
  - b. Cause any increase in the regional flood height due to floodplain storage area lost.
- 2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.

## **2.2 WATERCOURSE ALTERATIONS**

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

## **2.3 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT**

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.

## **2.4 PUBLIC OR PRIVATE CAMPGROUNDS**

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- 1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- 2) A land use permit for the campground is issued by the zoning administrator;

- 3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- 4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- 5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;
- 6) All mobile recreational vehicles placed on site must meet one of the following:
  - a. Be fully licensed, if required, and ready for highway use; or
  - b. Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
  - c. Meet the requirements in either s. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.
- 7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 2.4(6) and shall ensure compliance with all the provisions of this section;
- 8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- 9) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- 10) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and
- 11) Standards for structures in a campground:
  - a. All structures must comply with section 2.4 or meet the applicable requirements in ss. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;
  - b. Deck/landing-a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof,

and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with section 2.4(4). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

- c. Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.
- d. Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with section 2.4(4).
- e. Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with section 2.4(4).

12) A land use permit shall be obtained as provided under 7.1(2) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

## **1.0 FLOODWAY DISTRICT (FW)**

### **3.1 APPLICABILITY**

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

### **3.2 PERMITTED USES**

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
  - they meet the standards in s. 3.3 and 3.4; and
  - all permits or certificates have been issued according to s. 7.1.
- 1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
  - 2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
  - 3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).

- 4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.
- 5) Extraction of sand, gravel or other materials that comply with s. 3.3(4).
- 6) Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
- 7) Public utilities, streets and bridges that comply with s. 3.3(3).
- 8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Ch. SPS 383, Wis. Adm. Code.
- 9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
- 10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.
- 11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

### **3.3 STANDARDS FOR DEVELOPMENT IN THE FLOODWAY**

#### **1) GENERAL**

- a. Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.
- b. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- c. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

#### **2) STRUCTURES**

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- a. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- b. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
  1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without

- human intervention during flooding;
2. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;
  3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).
- c. Must be anchored to resist flotation, collapse, and lateral movement;
  - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
  - e. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
  - f. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:
    1. The lowest floor must be elevated to or above the regional flood elevation;
    2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
    4. The use must be limited to parking, building access or limited storage.
  - g. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
    1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
    2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);
    3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
    4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
    5. Placement of utilities to or above the flood protection elevation.
- 3) PUBLIC UTILITIES, STREETS AND BRIDGES  
 Public utilities, streets and bridges may be allowed by permit, if:
- a. Adequate floodproofing measures are provided to the flood protection elevation; and

b. Construction meets the development standards of s. 2.1.

4) FILLS OR DEPOSITION OF MATERIALS

Fills or deposition of materials may be allowed by permit, if:

- a. The requirements of s. 2.1 are met;
- b. No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
- c. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
- d. The fill is not classified as a solid or hazardous material.

**3.4 PROHIBITED USES**

All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

- 1) Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;
- 2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- 3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- 4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- 5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- 6) Any solid or hazardous waste disposal sites;
- 7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- 8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

**4.0 FLOODFRINGE DISTRICT (FF)**

**4.1 APPLICABILITY**

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

**4.2 PERMITTED USES**

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3



are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.

#### **4.3 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE**

Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

##### **(1) RESIDENTIAL USES**

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

- a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).
- b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
- c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
- d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
  1. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
  2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

##### **(2) ACCESSORY STRUCTURES OR USES**

In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

##### **(3) COMMERCIAL USES**

In addition to s. 2.0, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

##### **(4) MANUFACTURING AND INDUSTRIAL USES**

In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.
- b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

- a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

1. have the lowest floor elevated to the flood protection elevation; and
  2. be anchored so they do not float, collapse, or move laterally during a flood
- c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

- a) fully licensed and ready for highway use; or
- b) shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

**5.0 OTHER FLOODPLAIN DISTRICTS**

**5.1 GENERAL FLOODPLAIN DISTRICT (GFP)**

1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).

2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

3) PERMITTED USES

Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.

4) STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).

- a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:
  1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent

natural grade; or

2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.
  - b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.
  - c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.
  - d) All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to flood fringe areas.
- 5) DETERMINING FLOODWAY AND FLOODFRINGE LIMITS  
Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:
- a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM.
  - b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.
    1. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).
    2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
    3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

### **3.0 NONCONFORMING USES**

#### **6.1 GENERAL**

##### **1) Applicability**

- a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.

- b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.
- 2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:
- a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

- b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;
- c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;
- d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;
- e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.
- f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).

- g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.
- h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

#### 1. Residential Structures

- a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).
- b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.
- c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.
- d. In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.
- e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

#### 2. Nonresidential Structures

- a. Shall meet the requirements of s. 6.1(2)(h)1a-f.
  - b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).
  - c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).
- 3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation

will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

- 4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:
  - a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;
  - b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;
  - c) The nonconforming building is permanently changed to conform to the applicable requirements of 2.0;
  - d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4);
  - e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 4.3 and 6.3;
  - f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;
  - g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:
    - i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.
    - ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;
  - h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

- i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.
  - ii. The bottom of all openings must be no higher than one foot above the adjacent grade.
  - iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;
- i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;
- k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
  - i. Be on site for fewer than 180 consecutive days; or
  - ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
  - iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above;
- l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original



nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;

- n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

## **6.2 FLOODWAY DISTRICT**

1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

- a) Has been granted a permit or variance which meets all ordinance requirements;
- b) Meets the requirements of s. 6.1;
- c) Shall not increase the obstruction to flood flows or regional flood height;
- d) Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and,
- e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
  - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
  - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
  4. The use must be limited to parking, building access or limited storage.
- 2) No new on-site sewage disposal system, or addition to an existing on-site sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing on-site sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and Ch. SPS 383, Wis. Adm. Code.
  - 3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

### **6.3 FLOODFRINGE DISTRICT**

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.
- 2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s. 7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:
  - a) No floor is allowed below the regional flood elevation for residential or commercial structures;
  - b) Human lives are not endangered;
  - c) Public facilities, such as water or sewer, shall not be installed;
  - d) Flood depths shall not exceed two feet;
  - e) Flood velocities shall not exceed two feet per second; and
  - f) The structure shall not be used for storage of materials as described in s. 4.3(5).
- 3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.
- 4) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

### **7.0 ADMINISTRATION**

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

## 1.1 ZONING ADMINISTRATOR

### 1) DUTIES AND POWERS

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate
- c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.
- d) Keep records of all official actions such as:
  1. All permits issued, inspections made, and work approved;
  2. Documentation of certified lowest floor and regional flood elevations;
  3. Floodproofing certificates.
  4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
  5. All substantial damage assessment reports for floodplain structures.
  6. List of nonconforming structures and uses.
- e) Submit copies of the following items to the Department Regional office:
  1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
  2. Copies of case-by-case analyses and other required information.
  3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
- f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
- g) Submit copies of amendments to the FEMA Regional office.

### 2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

#### a) GENERAL INFORMATION

1. Name and address of the applicant, property owner and contractor;
2. Legal description, proposed use, and whether it is new construction or a modification;

#### b) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

1. Location, dimensions, area and elevation of the lot;
2. Location of the ordinary highwater mark of any abutting navigable waterways;
3. Location of any structures with distances measured from the lot lines and street center lines;
4. Location of any existing or proposed on-site sewage systems or private water supply systems;
5. Location and elevation of existing or future access roads;
6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and
9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).

c) **HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT**

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

1. Zone A floodplains and in AE zones within which a floodway is not delineated:
  - a. Hydrology
    - i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
  - b. Hydraulic modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

    - i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
    - ii. channel sections must be surveyed.
    - iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

- iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
  - v. the most current version of HEC-RAS shall be used.
  - vi. a survey of bridge and culvert openings and the top of road is required at each structure.
  - vii. additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.
  - viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
  - ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.
- c. Mapping
- A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.
- i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
  - ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

## 2. Zone AE Floodplains

- a. Hydrology
 

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
- b. Hydraulic model
 

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

  - i. Duplicate Effective Model
 

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous

FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

- ii. Corrected Effective Model.  
The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.
  - iii. Existing (Pre-Project Conditions) Model.  
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
  - iv. Revised (Post-Project Conditions) Model.  
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
  - v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
  - vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c. Mapping  
Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
- i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
  - ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
  - iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
  - iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

- v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
- vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
- vii. Both the current and proposed floodways shall be shown on the map.
- viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

- a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;
- b) Application for such certificate shall be concurrent with the application for a permit;
- c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;
- d) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.
- e) Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.
- f) Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).

4) OTHER PERMITS

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

## **7.2 ZONING AGENCY**

- 1) The City of Chippewa Falls Floodplain Board of Appeals shall:
  - a) oversee the functions of the office of the zoning administrator; and
  - b) review and advise the governing body on all proposed amendments to this ordinance, maps, and text.
  - c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place, and subject of the public hearing.
- 2) The City of Chippewa Falls Floodplain Board of Appeals shall not:
  - a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
  - b) amend the text or zoning maps in place of official action by the governing body.

## **7.3 BOARD OF ADJUSTMENT/APPEALS**

The Board of Appeals, created under s. 62.23(7)(e), Stats., for cities is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

### **1) POWERS AND DUTIES**

The Board of Appeals shall:

- a) Appeals - Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
- b) Boundary Disputes - Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
- c) Variances - Hear and decide, upon appeal, variances from the ordinance standards.

### **2) APPEALS TO THE BOARD**

- a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

### **b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES**

1. Notice - The board shall:

- a. Fix a reasonable time for the hearing;
- b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
- c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

2. Hearing - Any party may appear in person or by agent. The board shall:



- a. Resolve boundary disputes according to s. 7.3(3);
- b. Decide variance applications according to s. 7.3(4); and
- c. Decide appeals of permit denials according to s. 7.4.

c) **DECISION:** The final decision regarding the appeal or variance application shall:

- 1. Be made within a reasonable time;
- 2. Be sent to the Department Regional office within 10 days of the decision;
- 3. Be a written determination signed by the chairman or secretary of the Board;
- 4. State the specific facts which are the basis for the Board's decision;
- 5. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
- 6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

3) **BOUNDARY DISPUTES**

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
- c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

4) **VARIANCE**

a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

- 1. Literal enforcement of the ordinance will cause unnecessary hardship;
- 2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
- 3. The variance is not contrary to the public interest; and
- 4. The variance is consistent with the purpose of this ordinance in s. 1.3.

b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

- 1. The variance shall not cause any increase in the regional flood elevation;

2. The applicant has shown good and sufficient cause for issuance of the variance;
  3. Failure to grant the variance would result in exceptional hardship;
  4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;
  5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.
- c) A variance shall not:
1. Grant, extend or increase any use prohibited in the zoning district;
  2. Be granted for a hardship based solely on an economic gain or loss;
  3. Be granted for a hardship which is self-created.
  4. Damage the rights or property values of other persons in the area;
  5. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and
  6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.
- d) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

#### **7.4 TO REVIEW APPEALS OF PERMIT DENIALS**

- (1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:
- a. Permit application data listed in s. 7.1(2);
  - b. Floodway/floodfringe determination data in s. 5.1(5);
  - c. Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the zoning administrator; and
  - d. Other data submitted with the application or submitted to the Board with the appeal.
- (2) For appeals of all denied permits the Board shall:
- a. Follow the procedures of s. 7.3;
  - b. Consider zoning agency recommendations; and
  - c. Either uphold the denial or grant the appeal.
- (3) For appeals concerning increases in regional flood elevation the Board shall:

- a. Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and
- b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

## **7.5 FLOODPROOFING STANDARDS**

- (1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0 or 5.1.
- (2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:
  - a. certified by a registered professional engineer or architect; or
  - b. meeting or exceeding the following standards:
    - 1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
    - 2. the bottom of all openings shall be no higher than one foot above grade; and
    - 3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (3) Floodproofing measures shall be designed, as appropriate, to:
  - a. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;
  - b. Protect structures to the flood protection elevation;
  - c. Anchor structures to foundations to resist flotation and lateral movement;
  - d. Minimize or eliminate infiltration of flood waters;
  - e. Minimize or eliminate discharges into flood waters;
  - f. Placement of essential utilities to or above the flood protection elevation; and
  - g. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
    - 1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
    - 2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

4. The use must be limited to parking, building access or limited storage.

#### **7.6 PUBLIC INFORMATION**

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

#### **8.0 AMENDMENTS**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

#### **8.1 GENERAL**

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

#### **8.2 PROCEDURES**

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

## **9.0 ENFORCEMENT AND PENALTIES**

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats

## **10.0 DEFINITIONS**

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See "AREA OF SHALLOW FLOODING".
3. AO ZONE – See "AREA OF SHALLOW FLOODING".
4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
5. ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is

characterized by ponding or sheet flow.

7. BASE FLOOD – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. BASEMENT – Any enclosed area of a building having its floor sub-grade on all sides.
9. BREAKAWAY WALL – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
10. BUILDING – See STRUCTURE.
11. BULKHEAD LINE – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
12. CAMPGROUND – Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
13. CAMPING UNIT – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
14. CERTIFICATE OF COMPLIANCE – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
15. CHANNEL – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
16. CRAWLWAYS or CRAWL SPACE – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
17. DECK – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
18. DEPARTMENT – The Wisconsin Department of Natural Resources.
19. DEVELOPMENT – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
20. DRYLAND ACCESS – A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
21. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.

22. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
23. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
24. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
- The overflow or rise of inland waters;
  - The rapid accumulation or runoff of surface waters from any source;
  - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
  - The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
25. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
26. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
27. FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
28. FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
29. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
30. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
31. FLOODPLAIN MANAGEMENT – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
32. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.
33. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to

- properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
34. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)
  35. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
  36. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
  37. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
  38. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.
  39. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
  40. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
  41. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
  42. HISTORIC STRUCTURE – Any structure that is either:
    - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
    - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
    - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
    - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
  43. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
  44. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)



45. LOWEST ADJACENT GRADE – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
46. LOWEST FLOOR – The lowest floor of the lowest enclosed area (including basement).
47. MAINTENANCE – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.
48. MANUFACTURED HOME – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
49. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
50. MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
51. MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
52. MOBILE RECREATIONAL VEHICLE – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
53. MODEL, CORRECTED EFFECTIVE – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.
54. MODEL, DUPLICATE EFFECTIVE – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
55. MODEL, EFFECTIVE – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
56. MODEL, EXISTING (PRE-PROJECT) – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

57. MODEL, REVISED (POST-PROJECT) – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
58. MUNICIPALITY or MUNICIPAL – The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.
59. NAVD or NORTH AMERICAN VERTICAL DATUM – Elevations referenced to mean sea level datum, 1988 adjustment.
60. NGVD or NATIONAL GEODETIC VERTICAL DATUM – Elevations referenced to mean sea level datum, 1929 adjustment.
61. NEW CONSTRUCTION – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
62. NON-FLOOD DISASTER – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.
63. NONCONFORMING STRUCTURE – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
64. NONCONFORMING USE – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
65. OBSTRUCTION TO FLOW – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
66. OFFICIAL FLOODPLAIN ZONING MAP – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
67. OPEN SPACE USE – Those uses having a relatively low flood damage potential and not involving structures.
68. ORDINARY HIGHWATER MARK – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
69. PERSON – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.
70. PRIVATE SEWAGE SYSTEM – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.
71. PUBLIC UTILITIES – Those utilities using underground or overhead transmission lines such as

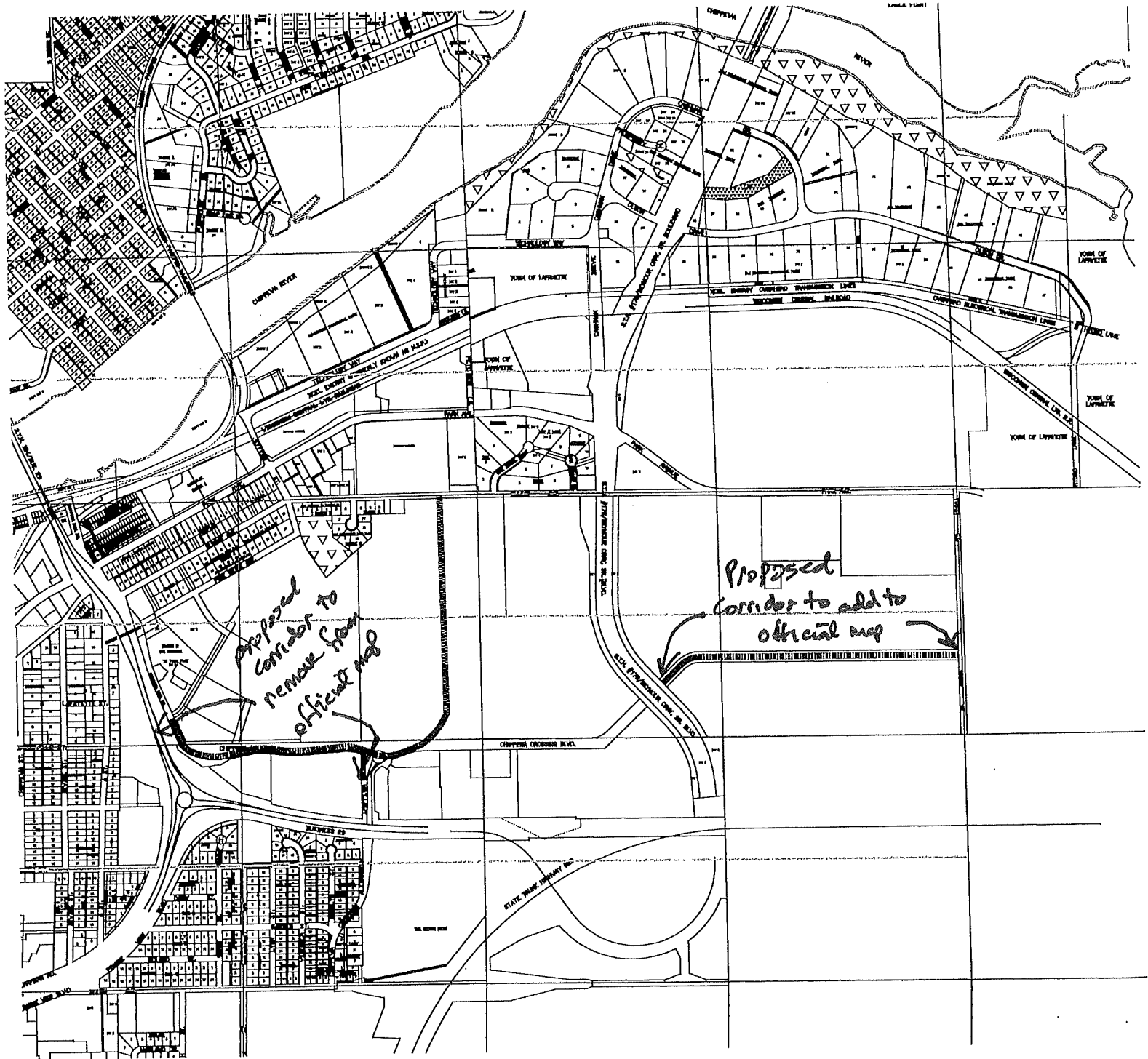
electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

72. **REASONABLY SAFE FROM FLOODING** – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
73. **REGIONAL FLOOD** – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
74. **START OF CONSTRUCTION** – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
75. **STRUCTURE** – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
76. **SUBDIVISION** – Has the meaning given in s. 236.02(12), Wis. Stats.
77. **SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
78. **SUBSTANTIAL IMPROVEMENT** – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
79. **UNNECESSARY HARDSHIP** – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
80. **VARIANCE** – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
81. **VIOLATION** – The failure of a structure or other development to be fully compliant with the

floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

82. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.
83. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
84. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

# Proposed Amendments to city of Chippewa Falls Official Map



**NOTICE OF PUBLIC HEARING**  
**REGARDING AMENDMENTS TO THE OFFICIAL MAP OF THE CITY OF CHIPPEWA**  
**FALLS, WISCONSIN TO REMOVE A CORRIDOR OF CHIPPEWA MALL DRIVE**  
**BETWEEN VACATED WOODHILL AVENUE AND THE CHIPPEWA CROSSING**  
**BOULEVARD ROUNDABOUT AND TO ADD A CHIPPEWA CROSSING**  
**BOULEVARD CORRIDOR BETWEEN STH #178 AND 160<sup>TH</sup> STREET**

Notice is hereby given that the Common Council of the City of Chippewa Falls, Wisconsin will conduct a Public Hearing in the Council Chambers, 2<sup>nd</sup> Floor, City Hall, 30 West Central Street, Chippewa Falls, Wisconsin, commencing at 6:30 PM on Tuesday, August 1, 2023 regarding proposed amendments to the Official Map of the City of Chippewa Falls to remove a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160<sup>th</sup> Street.

On June 12, 2023, the Plan Commission recommended that a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout be removed from the official map of the City of Chippewa Falls and a corridor of Chippewa Crossing Boulevard between STH #178 and 160<sup>th</sup> Street be added to the official map of the City of Chippewa Falls.

Following the Public Hearing concerning these amendments, the Common Council will consider adoption of Ordinance No. 2023- thereby removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout from the official map of the City of Chippewa Falls and a corridor of Chippewa Crossing Boulevard between STH #178 and 160<sup>th</sup> Street be added to the official map of the City of Chippewa Falls.

Additional information may be obtained by contacting the City Engineer's Office at 715.726-2736.

Bridget Givens  
City Clerk

2 column legal box ad

PUBLISH: Wednesday, July 12, 2023  
and  
Wednesday, July 19, 2023

**AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF CHIPPEWA FALLS, WISCONSIN BY REMOVING A CORRIDOR OF CHIPPEWA MALL DRIVE BETWEEN VACATED WOODHILL AVENUE AND THE CHIPPEWA CROSSING BOULEVARD ROUNDABOUT AND TO ADD A CHIPPEWA CROSSING BOULEVARD CORRIDOR BETWEEN STH #178 AND 160<sup>TH</sup> STREET**

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

1. That, pursuant to Chapter 62.23(6) Wisconsin Statutes, action from the City of Chippewa Falls Plan Commission was requested. At its regular meeting on June 12, 2023 the Chippewa Falls Plan Commission recommended removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160<sup>th</sup> Street.
2. That, pursuant to Chapter 62.23(6) Wisconsin Statutes, the ordinance establishing the Official Map of The City of Chippewa Falls on December 20, 1966 be and is hereby amended by removing a corridor of Chippewa Mall Drive between vacated Woodhill Avenue and the Chippewa Crossing Boulevard roundabout and to add a Chippewa Crossing Boulevard corridor between STH #178 and 160<sup>th</sup> Street.
3. That Ordinance No. 2023- hereby repeals any and all previous ordinances in conflict with said Ordinance No. 2023- .
4. That this Ordinance take effect from and after its passage and publication.
5. That the City Clerk record a certified copy of this Ordinance with the Chippewa County Register of Deeds as required in chapter 8.14(4) of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

**Dated this 1<sup>st</sup> Day of August, 2023.**

FIRST READING: July 18, 2023

\_\_\_\_\_  
John Monarski, Council President

SECOND READING: August 1, 2023

PUBLIC HEARING: August 1, 2023

APPROVED: \_\_\_\_\_  
Gregory Hoffman, MAYOR

ATTEST: \_\_\_\_\_  
Bridget Givens, CITY CLERK

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

RECORDED WITH THE CHIPPEWA COUNTY REGISTER OF DEEDS: \_\_\_\_\_ / \_\_\_\_ /2023

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

Fee Paid: \_\_\_\_\_ Date: \_\_\_\_\_ TR#: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Date: \_\_\_\_\_ TR#: \_\_\_\_\_

**PETITION FOR A CONDITIONAL USE PERMIT**

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: Chippewa Crossing Blvd

Lot 1 of CSM 5713 Part of 22808-0841-75665001  
Lot#: \_\_\_\_\_ Block#: \_\_\_\_\_ Subdivision: \_\_\_\_\_ Parcel#: \_\_\_\_\_

Legal Description: Lot 1 of CSM No 5713 recorded in the office of the Register of Deeds for Chippewa County, WI, on March 23, 2023 in Volume 28 of Certified Survey Maps, Page 211-215 as Document No. 940007, being a redivision of Lot 2 of CSM No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document No. 937905, being part of the NE 1/4 of the SW 1/4, the NW 1/4 of the SW 1/4 and the SE 1/4 of the NW 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Zoning classification of property: C-2

Purpose for which this Permit is being requested: \_\_\_\_\_  
Planned Unit Development approval required for building height of 52' to the tallest parapet, which exceeds the maximum building height standard of 35' in the C-2 district.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Existing use of property within 300 feet of subject property: (List or attach map)  
\_\_\_\_\_  
Proposed project is in the Chippewa Crossing development.  
\_\_\_\_\_  
\_\_\_\_\_



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

The requested building height will not harm the public interest and/or adjacent or nearby properties.

Operational plans of the proposed use:

Hours of Operation: 24 hours per day  
Days of Operation: 7 days per week  
Number of Employees: 5-10 Part-time 6 Full-time

Capacity:

Number of Units: 58 hotel rooms  
Size:  
Number of Residents/Children:  
Ages:  
Other:

Building plans:

Existing buildings: NA  
Proposed buildings: Hotel  
Use of part of building: NA  
Proposed additions: NA  
Future additions: NA

Change in use: NA

Outside appearance: See attached elevations

Number of buildings: 1

Planting & Landscaping:

Type: See attached landscaping plan

Timetable: Late 2023

Screening:

Type: NA

Fences: NA

Type: \_\_\_\_\_

Height: \_\_\_\_\_

Location: \_\_\_\_\_

Earth Bank:

Planting: NA

Maintenance: NA

Other: NA

Lights:

Number of lights: See attached photometric plan (C3.1)  
\_\_\_\_\_  
\_\_\_\_\_  
Location: See attached photometric plan (C3.1)  
\_\_\_\_\_  
\_\_\_\_\_  
Hours: Dusk-Dawn  
\_\_\_\_\_  
\_\_\_\_\_  
Type: Pole mounted LEDs  
\_\_\_\_\_  
\_\_\_\_\_

Signs:

Type: See attached elevations (A2.0 & A2.1) - channel letters & logo  
Lighted: See attached elevations (A2.0 & A2.1) - yes  
Size: See attached elevations (A2.0 & A2.1)  
Location: On building  
\_\_\_\_\_  
\_\_\_\_\_  
Setbacks: NA  
\_\_\_\_\_

Drives:

Number of: 1 via cross access easement, plus one on west side in the future  
Location: West side of site  
\_\_\_\_\_  
\_\_\_\_\_  
Width: 30'  
\_\_\_\_\_

Parking:

Number of stalls: 59  
Location of stalls: West & South of hotel  
\_\_\_\_\_  
\_\_\_\_\_  
Setbacks: 25'  
Surfacing: Asphalt  
Screening: NA  
\_\_\_\_\_

Drainage:

Storm sewer: Yes  
Rock beds: NA  
Detention pond: Regional stormwater pond  
Retention pond: Regional stormwater pond  
\_\_\_\_\_

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

List any additional information being submitted with this permit application: \_\_\_\_\_  
Certified survey map, utility easement, cross-access easement documents for reference.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Owner(s)/Address(es):

Chlp-Wa Hotel Group, LLC  
980 American Drive  
Neenah, WI 54956  
Phone #: 920-237-0233 Ext. 122  
Email: kwogernese@slatehg.com

*Kim C. Wogernese*

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Petitioner(s)/Address(es):

Chlp-Wa Hotel Group, LLC  
980 American Drive  
Neenah, WI 54956  
Phone #: 920-237-0233 Ext. 122  
Email: kwogernese@slatehg.com

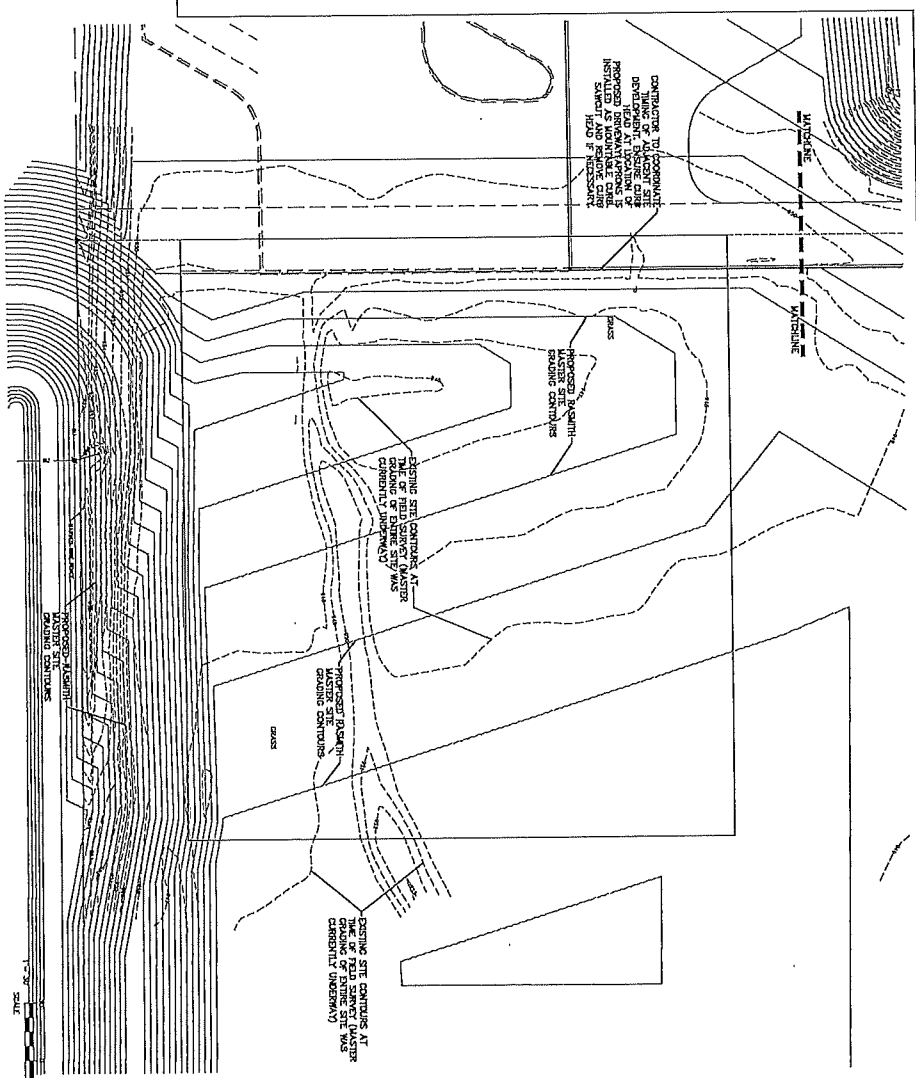
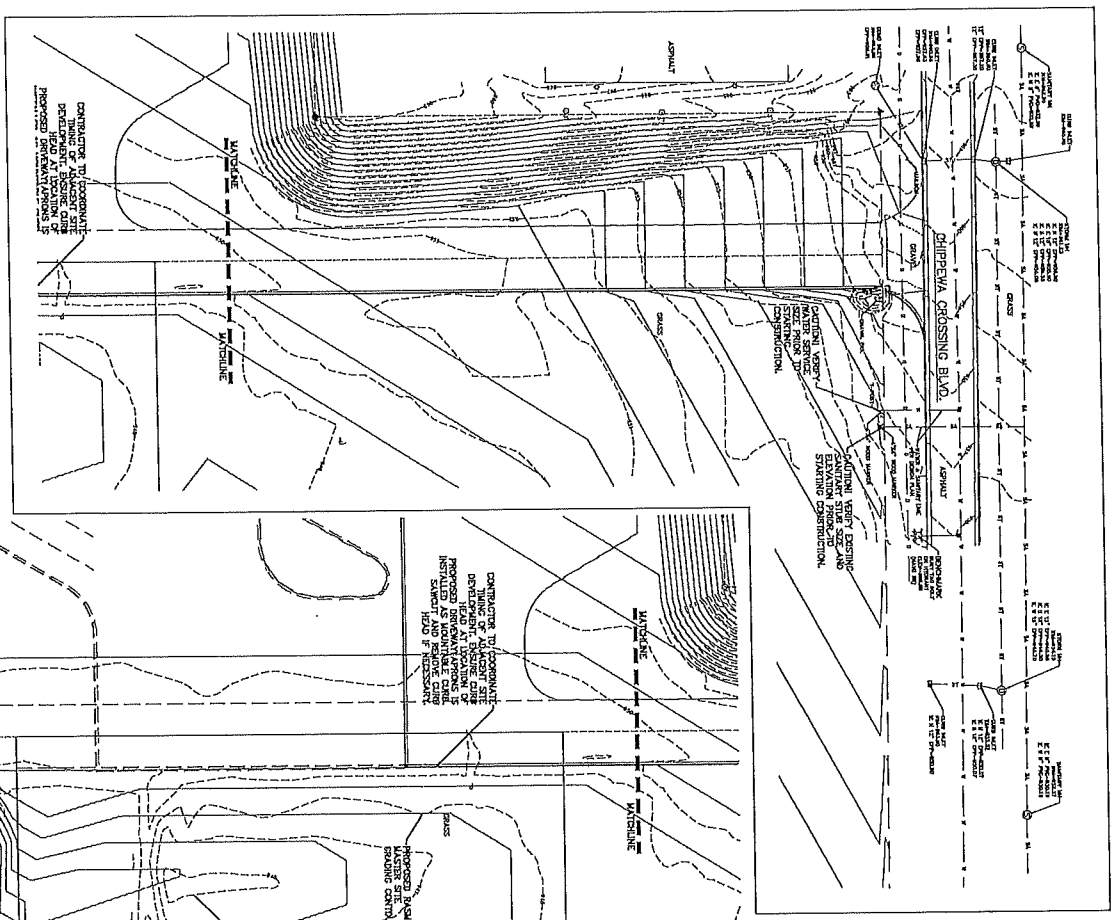
*Kim C. Wogernese*

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Email: \_\_\_\_\_

**SELECTION NOTE:**  
SEE SECTION FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

NOTE:  
1. THIS SECTION WAS NOT CONSIDERED AS PART OF THE SURVEY AND SHOULD NOT BE CONSIDERED AS A BASIS FOR ANY DESIGN OR CONSTRUCTION.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

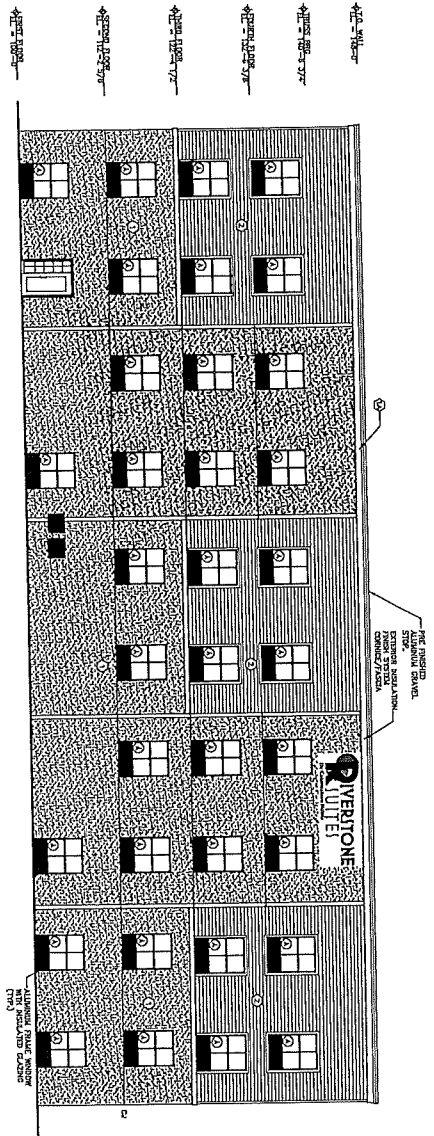


CIVIL EXISTING SITE AND DEMOLITION PLAN

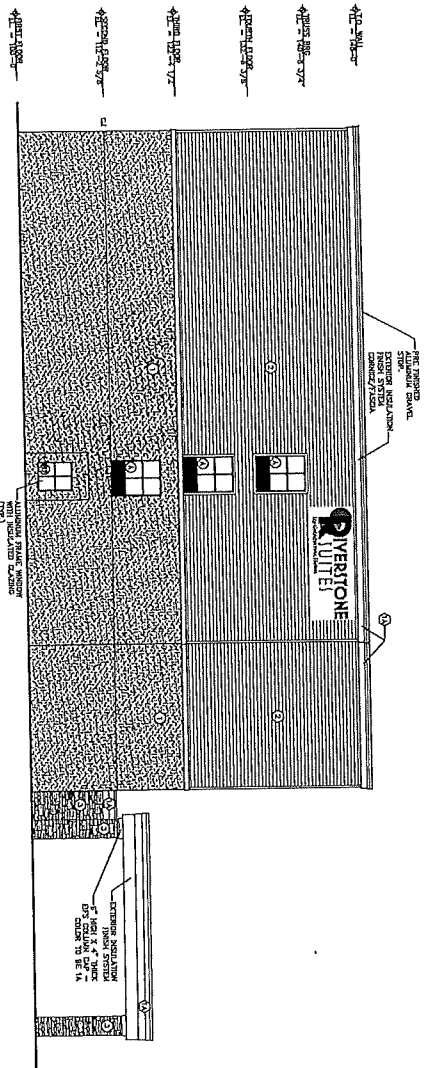
|   |  |                                 |   |   |                                  |                                 |
|---|--|---------------------------------|---|---|----------------------------------|---------------------------------|
| <p>ALWAYS A BETTER PLAN<br/>2023 CHIPPewa CROSSING<br/>CHIPPewa FALLS, WISCONSIN<br/>PH: 920.222.5040</p> |  | <p>BIMark<br/>Builders, LLC</p> | <p>PROJECT INFORMATION</p> <p>NEW DEVELOPMENT FOR:<br/><b>RIVERSTONE HOTEL AND SUITES</b><br/>CHIPPewa CROSSING BLVD. • CHIPPewa FALLS, WISCONSIN</p> | <p>SHEET DATES</p> <p>DATE: MAY 4, 2023</p> | <p>JOB NUMBER</p> <p>2225040</p> | <p>SHEET NUMBER</p> <p>C1.0</p> |
|---|--|---------------------------------|---|---|----------------------------------|---------------------------------|







NORTH ELEVATION  
SCALE 1/8" = 1'-0"



WEST ELEVATION  
SCALE 1/8" = 1'-0"

EXTERIOR MATERIALS AND COLORS

|                        |   |  |
|------------------------|---|--|
| EPS COLOR #1           | ① | SYNTH-COUMESTR CASET                       |
| EPS COLOR #2           | ② | SYNTH-COUMESTR CASET                       |
| DIAGONAL MESH SCHEDULE | ③ | 1/2" - SQUARE CASET                        |
| FINISH                 | ④ | CENTURION HIGH ENGLAND SPRAYZEE CASET #250 |

WINDOW SCHEDULE

| NO. | UNIT     | DESCRIPTION  | MINIMUM PANEL UNIT                      |
|-----|----------|--------------|---|
| ①   | ALUMINUM | FIXED WINDOW | DATE 03 5'-0" x 5'-0" x 1/2" FRAME SILL |
| ②   | ALUMINUM | FIXED WINDOW | DATE 03 5'-0" x 5'-0" x 1/2" FRAME SILL |
| ③   | ALUMINUM | FIXED WINDOW | DATE 03 4'-0" x 5'-0" x 1/2" FRAME SILL |
| ④   | ALUMINUM | FIXED WINDOW | DATE 03 5'-0" x 7'-0" x 1/2" FRAME SILL |
| ⑤   | ALUMINUM | FIXED WINDOW | DATE 03 4'-0" x 7'-0" x 1/2" FRAME SILL |
| ⑥   | ALUMINUM | FIXED WINDOW | DATE 03 3'-0" x 5'-0" x 1/2" FRAME SILL |

FOR THE 2008 AIA SAFETY GLASSING LAWSUIT TO A DETERMINE THE WINDOW MATERIALS SHALL BE USED TO PROVIDE THE FOLLOWING INFORMATION TO THE ARCHITECT AND ENGINEER (A/E) AND ARCHITECTURAL RECORD DRAWING (A/R) FOR THE PROJECT. THE FOLLOWING INFORMATION IS FOR THE ARCHITECT'S USE ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

ARCHITECTURAL EXTERIOR ELEVATIONS

**EXCEL**  
ARCHITECTS • CONSULTANTS • ENGINEERS  
Always a Better Plan  
1000 N. WISCONSIN ST. SUITE 200  
MILWAUKEE, WI 53233  
PHONE: 414.224.2200  
WWW.EXCELARCHITECTS.COM

**BIMark**  
Builders, LLC

PROJECT INFORMATION

NEW DEVELOPMENT FOR:  
**RIVERSTONE HOTEL AND SUITES**  
CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

SHEET NUMBER: MAY 4, 2023  
JOB NUMBER: 2225040  
SHEET NUMBER: **A2.1**







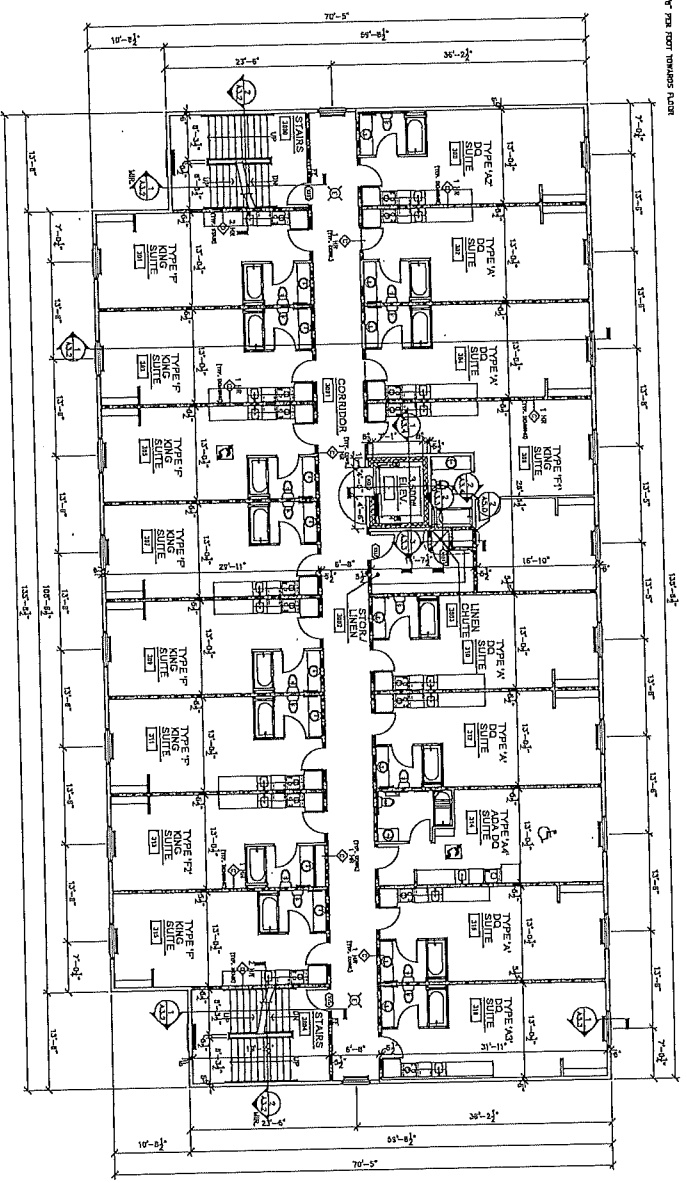
**GENERAL NOTES - FLOOR PLANS:**

1. REFER TO GENERAL NOTES FOR FLOOR FINISH & ELECTRICAL SYMBOLS, DIMENSIONS & MARKINGS.
2. REFER TO ALL ROOM UTILITY REQUIREMENTS FOR FLOOR FINISH, WALL, AND CEILING FINISH.
3. ROOMS ARE TO BE FINISHED TO BE IDENTIFIED AS SHOWN ON THIS PLAN.
4. ROOMS ARE TO BE FINISHED TO BE IDENTIFIED AS SHOWN ON THIS PLAN.
5. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
6. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
7. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
8. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
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15. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
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17. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
18. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
19. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.
20. THE GENERAL WALL ASSUMPTIONS ARE AS FOLLOWS: SEE AS NOTED FOR ROOM AND UTILITY TYPES.

**3RD FLOOR PLAN SYMBOLS:**

|   |           |
|---|-----------|
| ○ | WALL TYPE |
| □ | WALL TYPE |
| ▨ | WALL TYPE |
| ▩ | WALL TYPE |
| ▧ | WALL TYPE |
| ▦ | WALL TYPE |
| ▤ | WALL TYPE |
| ▣ | WALL TYPE |
| ▢ | WALL TYPE |
| □ | WALL TYPE |
| ■ | WALL TYPE |
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| ▁ | WALL TYPE |
| ▀ | WALL TYPE |

| TOTAL UNIT QUANTITIES |              | TOTAL UNIT QUANTITIES |              | TOTAL UNIT QUANTITIES |              |
|-----------------------|--------------|-----------------------|--------------|-----------------------|--------------|
| NO. OF UNITS          | NO. OF UNITS | NO. OF UNITS          | NO. OF UNITS | NO. OF UNITS          | NO. OF UNITS |
| 1                     | 1            | 1                     | 1            | 1                     | 1            |
| 2                     | 2            | 2                     | 2            | 2                     | 2            |
| 3                     | 3            | 3                     | 3            | 3                     | 3            |
| 4                     | 4            | 4                     | 4            | 4                     | 4            |
| 5                     | 5            | 5                     | 5            | 5                     | 5            |
| 6                     | 6            | 6                     | 6            | 6                     | 6            |
| 7                     | 7            | 7                     | 7            | 7                     | 7            |
| 8                     | 8            | 8                     | 8            | 8                     | 8            |
| 9                     | 9            | 9                     | 9            | 9                     | 9            |
| 10                    | 10           | 10                    | 10           | 10                    | 10           |
| 11                    | 11           | 11                    | 11           | 11                    | 11           |
| 12                    | 12           | 12                    | 12           | 12                    | 12           |
| 13                    | 13           | 13                    | 13           | 13                    | 13           |
| 14                    | 14           | 14                    | 14           | 14                    | 14           |
| 15                    | 15           | 15                    | 15           | 15                    | 15           |
| 16                    | 16           | 16                    | 16           | 16                    | 16           |
| 17                    | 17           | 17                    | 17           | 17                    | 17           |
| 18                    | 18           | 18                    | 18           | 18                    | 18           |
| 19                    | 19           | 19                    | 19           | 19                    | 19           |
| 20                    | 20           | 20                    | 20           | 20                    | 20           |
| 21                    | 21           | 21                    | 21           | 21                    | 21           |
| 22                    | 22           | 22                    | 22           | 22                    | 22           |
| 23                    | 23           | 23                    | 23           | 23                    | 23           |
| 24                    | 24           | 24                    | 24           | 24                    | 24           |
| 25                    | 25           | 25                    | 25           | 25                    | 25           |
| 26                    | 26           | 26                    | 26           | 26                    | 26           |
| 27                    | 27           | 27                    | 27           | 27                    | 27           |
| 28                    | 28           | 28                    | 28           | 28                    | 28           |
| 29                    | 29           | 29                    | 29           | 29                    | 29           |
| 30                    | 30           | 30                    | 30           | 30                    | 30           |



**THIRD FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

ARCHITECTURAL THIRD FLOOR PLAN

NEW DEVELOPMENT FOR:

# RIVERSTONE HOTEL AND SUITES

CHIPPewa CROSSING BLVD. • CHIPPewa FALLS, WISCONSIN

PROJECT INFORMATION

**Brinkmark**  
Builders, LLC

EXCEL

Always a Better Plan

100% Customer Satisfaction

100% On-Time Delivery

100% Quality Control

100% Safety Record

100% Client Satisfaction

SHEET NUMBER: **A1.3**

DATE: MAY 4, 2023

PROJECT NUMBER: 2225040

PROJECT INFORMATION

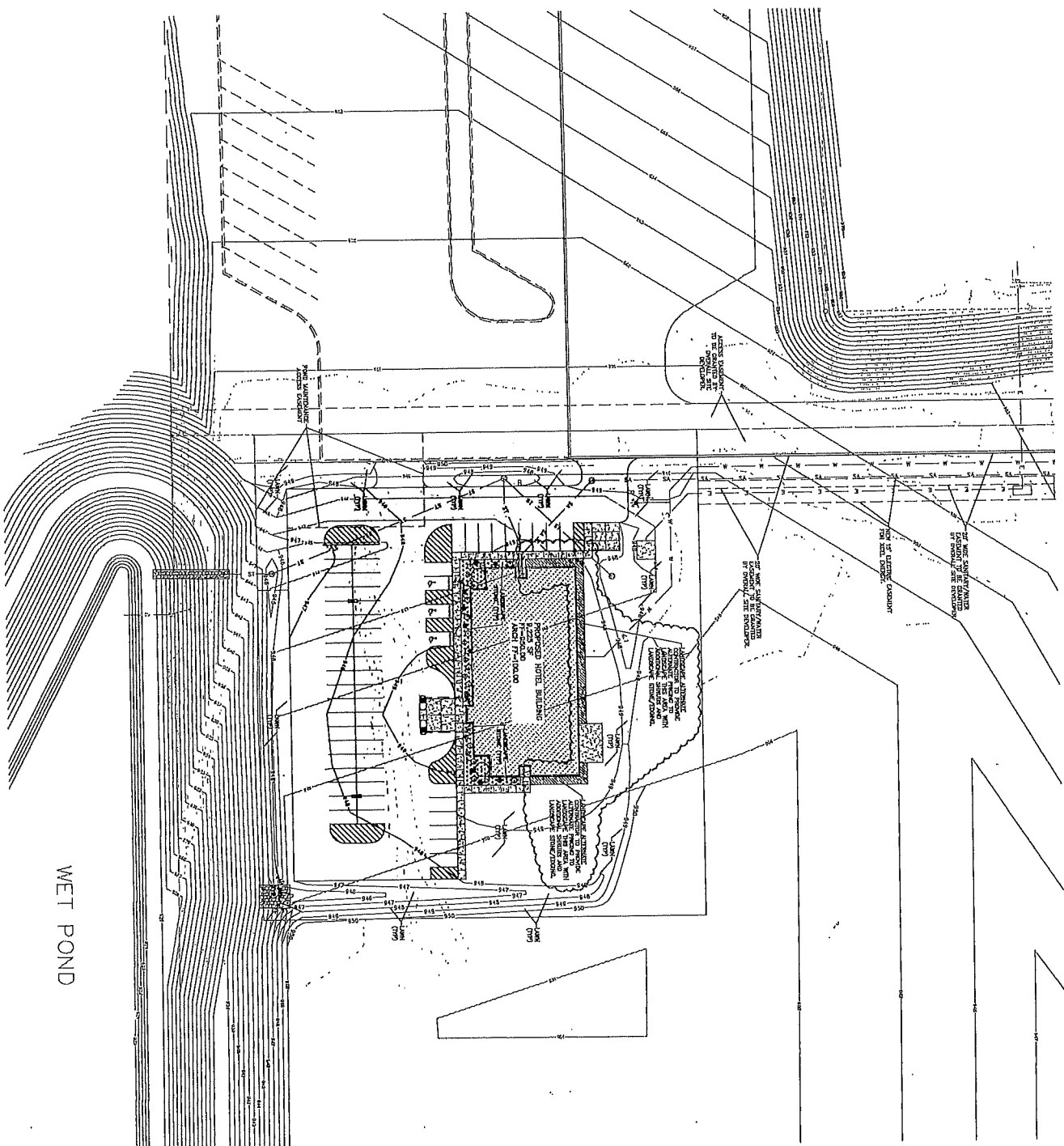
PROJECT NUMBER: 2225040

DATE: MAY 4, 2023

ARCHITECTURAL THIRD FLOOR PLAN



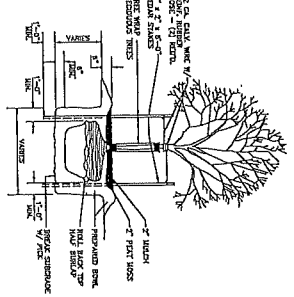




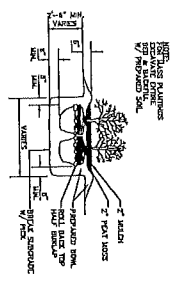
**EROSION BANTING LOCATION**

| Symbol | Name      | Size             | Quantity | Comments |
|--------|-----------|------------------|----------|----------|
| ○      | TRB       | TRB              | 2        |          |
| ○      | SHRUB     | 1 CAL. CONTAINER | 17       |          |
| ○      | LANDSCAPE | 1 CAL. CONTAINER | 15       |          |
| ○      | DAUNT     | 1 CAL. CONTAINER | 15       |          |

NOTES:  
 1. CONTRACTOR TO PREPARE ORDERS AND GET OWNER APPROVAL FOR THIS TREE GRASS SEEDING TO INCLUDE ENTIRE PROPERTY TO LOT BOUNDARY.  
 PROVIDE ALTERNATE PRICING FOR SOIL PLACEMENT INSTEAD OF SEEDING.



TREE PLANTING DETAIL  
NO SCALE



SHRUB PLANTING DETAIL  
NO SCALE

1" = 30' SCALE  
 NORTH  
 CIVIL LANDSCAPE AND RESTORATION PLAN

**EXCEL**  
 ARCHITECTS • LANDSCAPE ARCHITECTS  
 Always a Better Plan  
 1000 W. WISCONSIN ST.  
 CHIPPewa FALLS, WI 54926  
 WWW.EXCELARCHITECTS.COM

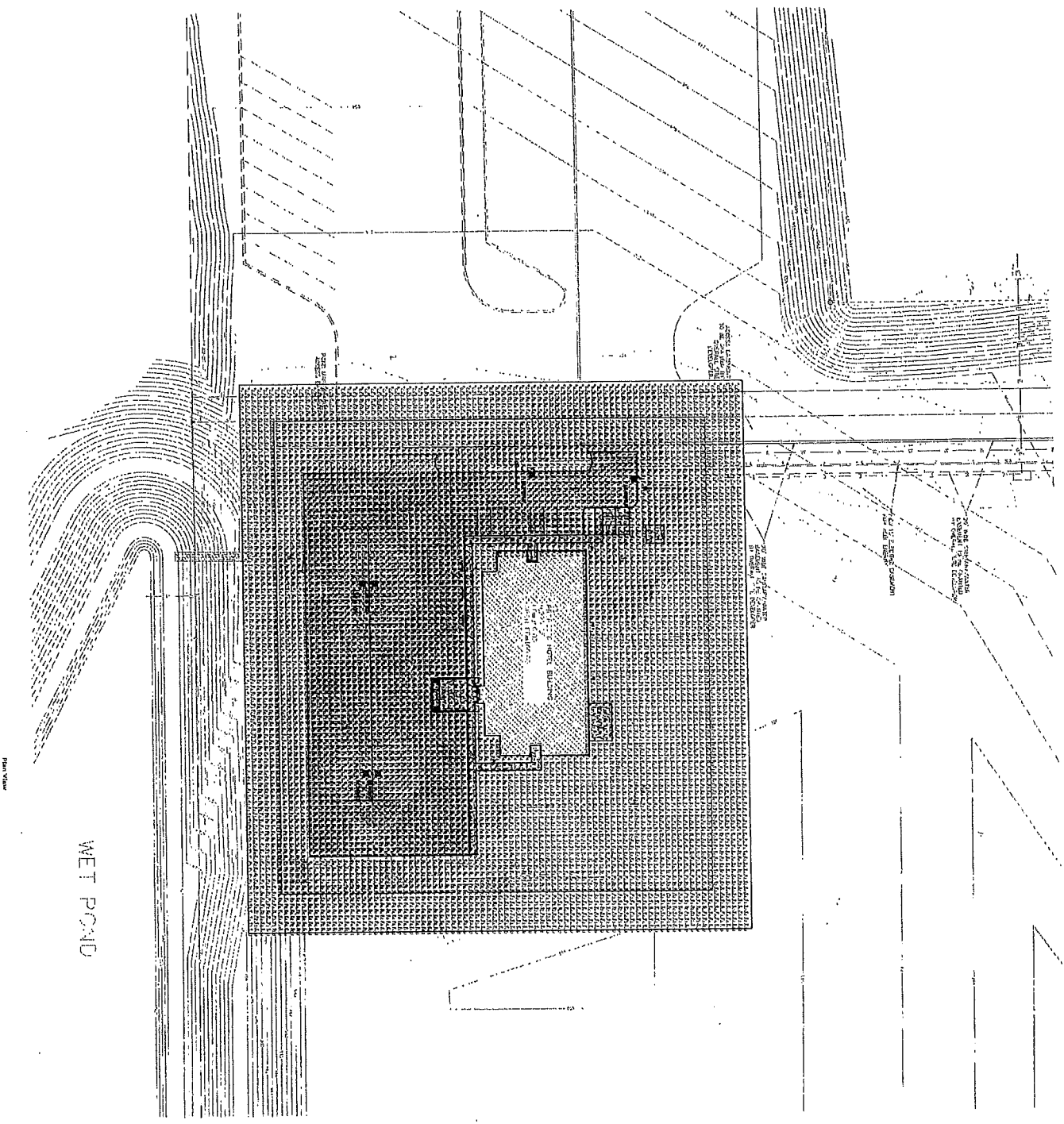
NEW DEVELOPMENT FOR:  
**RIVERSTONE HOTEL AND SUITES**  
 CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

**BrMark**  
 Builders, LLC  
 PROJECT INSURANCE

**SHEET DATE** MAY 4, 2022  
**DATE** MAY 17, 2022  
**BY**

**SHEET NUMBER** C1.4

**JOB NUMBER** 2225040



Plan View

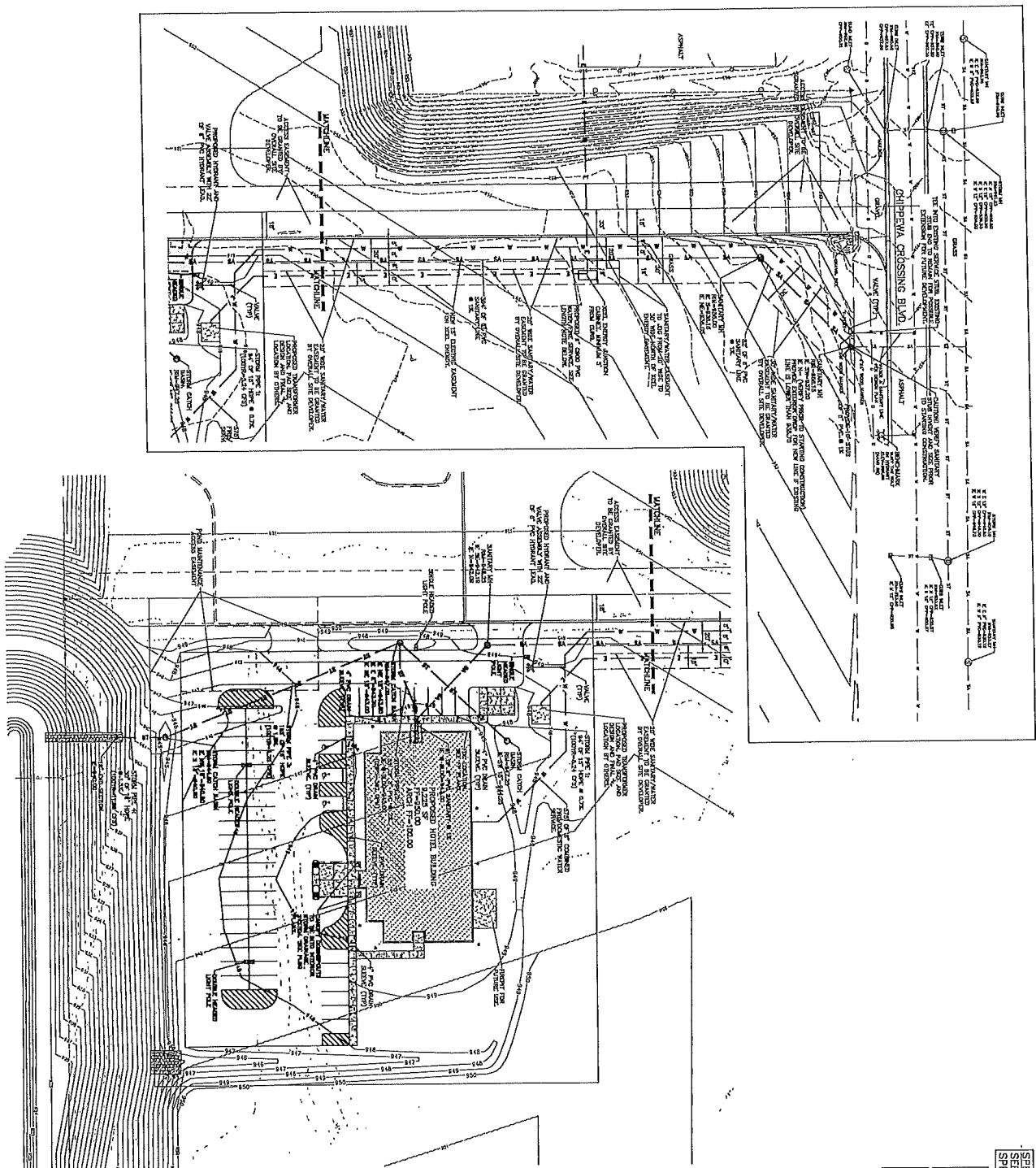
WET POND

| REVISIONS |                         |
|-----------|-------------------------|
| NO.       | DESCRIPTION             |
| 1         | ISSUED FOR PERMIT       |
| 2         | ISSUED FOR CONSTRUCTION |
| 3         | ISSUED FOR AS-BUILT     |

CIVIL SITE PHOTOMETRIC PLAN & DETAILS

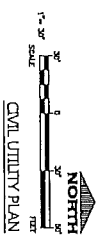


|  |   |                            |
|--|---|----------------------------|
| <p>EXCEL<br/>ALWAYS A BETTER PLAN<br/>FOR YOUR PROJECT</p>   | <p>BM<br/>BETTER MANAGEMENT SYSTEMS, INC.</p> | <p>PROFESSIONAL SEAL</p>   |
|  |   | <p>PROJECT INFORMATION</p> |
| <p>NEW DEVELOPMENT FOR:<br/> <b>RIVERSTONE HOTEL AND SUITES</b><br/>         CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN</p> |   |                            |
| <p>SHEET NO. 3.1</p>   | <p>ISSUE NO. 2225040</p>                      | <p>DATE: MAY 4, 2020</p>   |



**SPECIFICATION NOTE:**  
SEE SHEET C01 FOR PLAN SPECIFICATIONS AND REQUIREMENTS

**CONTRACTOR NOTE:**  
 - PAVEMENT FORMS TO BE PLACED IN POSITION TO BE AT ALL 50 TO 60 INCH DEPTHS. SEE ARCH PLAN FOR FINAL LOCATIONS.  
 - REMOVE LOCATIONS WHERE CONTRACTOR SHALL INSTALL CLEARWAYS. SEE C01 FOR SPECIFICATION.



|                     |   |
|---------------------|---|
| <b>SHEET NUMBER</b> | <b>DATE</b>                                     |
| C1.3                | MAY 4, 2023                                     |
| <b>CON NUMBER</b>   | <b>PROJECT</b>                                  |
| 2225040             | NEW DEVELOPMENT FOR RIVERSTONE HOTEL AND SUITES |
| <b>DESIGNER</b>     | <b>CHECKED</b>                                  |
|                     |   |
| <b>DATE</b>         | <b>BY</b>                                       |
|                     |   |

NEW DEVELOPMENT FOR:  
**RIVERSTONE HOTEL AND SUITES**  
 CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

**EXCEL**  
 PROJECT SERVICES FROM  
 A TEAM OF EXPERTS  
 TO DELIVER BETTER  
 RESULTS FOR YOUR  
 BUSINESS

**BIM**  
 Builders, LLC

**PROJECT INFORMATION**



ELECTRIC UNDERGROUND  
DISTRIBUTION EASEMENT

Name: CHIPPEWA CROSSING PARTNERS, LLC, a Wisconsin limited liability company as to an undivided 25.0% interest; SMW CHIPPEWA FALLS, LLC a Wisconsin limited liability company as to an undivided 64.5% interest; TD CHIPPEWA FALLS, LLC a Wisconsin limited liability company as to an undivided 3.0% interest; WW CHIPPEWA FALLS LLC, a Wisconsin limited liability company as to an undivided 7.5% interest in the Property as tenants in common as their interests may appear.

The undersigned, hereinafter referred to as "Grantor", hereby grants to Northern States Power Company, a Wisconsin corporation, hereinafter referred to as "NSP", this Electrical Underground Distribution Easement ("Easement") as set forth below.

RECITALS

A. Grantor owns real property in Chippewa County, Wisconsin described as follows:

*Lot 2 of Certified Survey Map No. 5713 recorded in the office of the Register of Deeds for Chippewa County, Wisconsin on March 3, 2023, in Volume 28 of Certified Survey Maps, Page 211-215 as Document No. 940007, being 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, 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.*

(the "Property")

B. NSP wishes to locate within the Property the facilities described as follows:

The necessary cables, wires, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances necessary for the purposes of conducting electric energy, light, and communication impulses.

(the "Facilities")

C. Grantor agrees to grant to NSP, its successors and assigns, the right, privilege and easement to construct, operate, maintain, use, rebuild or remove the Facilities over, under and upon the following described portions of the Property, hereinafter collectively referred to as the "Easement Area".

*The 15-foot strips of land identified on Exhibit A, the black lines of which are the center of the 15-foot strips. The location of these 15-foot strips are approximate. Once the Facilities are constructed, the 15-foot strips will each be located 7.5 feet on either side of the centerline of the Facilities. Grantor and NSP agree to execute, to be delivered to NSP after execution by Grantor, without additional compensation to Grantor, an amendment to correct the legal description and depiction of the Easement Area to conform to the right of way actually occupied by the Facilities and the actual location of the 15-foot strips.*

(the "Easement Area")

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to NSP a perpetual, non-exclusive easement to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain the Facilities described above within the Easement Area. Grantor also grants to NSP the full right and authority to (1) reasonably access the Easement Area and the Facilities over and across the Property for the purpose of maintaining, replacing and constructing the Facilities; (2) the reasonable temporary use by NSP of the Property adjacent to the Easement Area during construction, repair or replacement of the Facilities; and (3) cut, remove, prune or otherwise control, all trees, brush and

RETURN TO: NSP

Dawn Schultz

PO Box 8

Eau Claire WI 54702-0008

PIN: 22808-0932-75713002

other vegetation on or overhanging the Easement Area. Grantor agrees that it will not perform any act on the Easement Area which will interfere with or endanger the Facilities. Grantor shall not locate any structure or obstruction, nor plant any trees, shrubs, bushes or plants of any kind, nor change the ground elevation within the Easement Area without the express written consent of NSP.

After installation of the Facilities or after the exercise of any of the rights granted herein, NSP agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Property and the Easement Area.

Grantor covenants with NSP, its successors and assigns, that Grantor is the owner of the above described Property and has the right to sell and convey an easement in the manner and form aforesaid.

Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation, any additional documents needed to correct the legal description of the Easement Area to conform to the right of way actually occupied by the Facilities.

It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

The rights granted herein may be exercised at any time subsequent to the execution of this document and said rights shall continue until such time as NSP, its successors and assigns have notified Grantor, its successors or assigns, that NSP has abandoned and relinquishes its easement rights. Following such notification by NSP, Grantor, its successors or assigns may require by written notification that NSP remove all of its Facilities from the Easement Area at NSP's expense, or if no notification is given, then NSP may decide to abandon such Facilities in place. NSP shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.

All provisions of this Easement, including the benefits and burdens, shall be deemed to run with title to the Property and shall inure to the benefit of, and shall be binding upon, the successors and assigns of the parties hereto as fully as upon themselves.

(Signatures appear on following pages.)

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

IN WITNESS WHEREOF, Grantor has executed this Easement as of this 9<sup>th</sup> day of MAY, 2023.

Grantor(s):

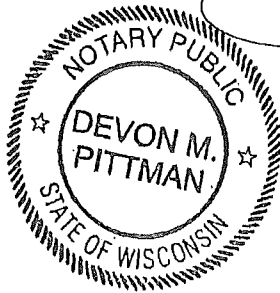
**CHIPPEWA CROSSING PARTNERS, LLC,**  
a Wisconsin limited liability company

By: [Signature]  
Name: Deborah A. Bernhardt,  
Title: Power of Attorney for John L. Bernhardt,  
Manager

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF Milwaukee

This instrument was acknowledged before me on May 9<sup>th</sup>, 2023 by Deborah A. Bernhardt, in her capacity as Power of Attorney for John L. Bernhardt, Manager of CHIPPEWA CROSSING PARTNERS, LLC.



[Signature]  
Name: Devon M. Pittman  
Notary Public, State of Wisconsin  
My commission expires: 12-31-2025

GRANTOR SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

SMW CHIPPEWA FALLS, LLC,  
a Wisconsin limited liability company

By: [Signature]  
Name: Stewart M. Wangard  
Title: Sole Member

TD CHIPPEWA FALLS, LLC,  
a Wisconsin limited liability company

By: [Signature]  
Name: Stewart M. Wangard  
Title: Sole Member

WW CHIPPEWA FALLS, LLC,  
a Wisconsin limited liability company

By: [Signature]  
Name: Stewart M. Wangard  
Title: Sole Member

ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on May 9<sup>th</sup>, 2023 by Stewart M Wangard, Sole Member of SMW CHIPPEWA FALLS, LLC; TD CHIPPEWA FALLS, LLC and WW CHIPPEWA FALLS, LLC.



Anne M. White  
Name: ANNE M. WHITE  
Notary Public, State of Wisconsin  
My commission expires: 10/26/2024

GRANTEE SIGNATURE PAGE TO ELECTRIC UNDERGROUND DISTRIBUTION EASEMENT

Grantee:

NORTHERN STATES POWER COMPANY  
a Wisconsin corporation

By: *Pamela Jo Rasmussen*  
Name: Pamela Jo Rasmussen  
Title: Director, Siting and Land Rights

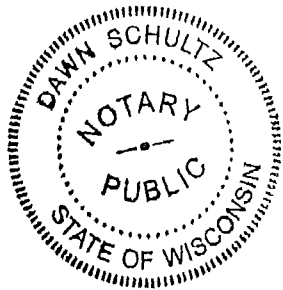
ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF EAU CLAIRE

This instrument was acknowledged before me on May 8, 2023, 2023 by Pamela Jo Rasmussen, Director,  
Siting and Land Rights of Northern States Power Company.

*Dawn Schultz*

Name: Dawn Schultz  
Notary Public, State of Wisconsin  
My commission expires: \_\_\_\_\_



**DAWN SCHULTZ**  
NOTARY PUBLIC - STATE OF WISCONSIN  
My commission expires 2/5/2025

CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: MAY 5<sup>th</sup>, 2023

SPRING BANK

By: Glenn A. Michaelsen

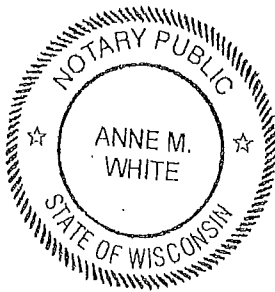
Name: GLENN MICHAELSEN

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF WAUWATOSA

This instrument was acknowledged before me on MAY 5<sup>th</sup>, 2023 by Glenn A. Michaelsen the Senior Vice President of Spring Bank.



Anne M. White  
Name: ANNE M. WHITE  
Notary Public, State of Wisconsin  
My commission expires: 06/20/2024

This instrument drafted by: Dawn Schultz, an employee of Xcel Energy Services Inc.



Document Number

Document Name

PRIVATE UTILITY BASEMENT  
AGREEMENT

Recording Area

Name and Return Address

Wangard Partners, Inc.  
1200 N. Mayfair Road, Suite 410  
Milwaukee, Wisconsin 53226  
Attn: Legal

22808-0932-75713002

Parcel Identification Number (PIN)



THIS PRIVATE UTILITY EASEMENT AGREEMENT (the "*Agreement*") is made as of this 10 day of May, 2023, by and between CHIPPEWA CROSSING PARTNERS, LLC, a Wisconsin limited liability company, SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company, WW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company, and TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company (collectively, the "*Grantor*") and CHIP-WA HOTEL GROUP, LLC, a Wisconsin limited liability company (the "*Grantee*").

### RECITALS:

A. The Grantor is the fee holder of certain real property in the City of Chippewa Falls, Chippewa County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit A (the "*Grantor Property*").

B. The Grantee is the fee holder of certain real property in the City of Chippewa Falls, Chippewa County, State of Wisconsin, as more particularly described on the attached and incorporated Exhibit B (the "*Grantee Property*").

C. For the benefit of the Grantee Property, Grantee has requested that the Grantor grant a permanent non-exclusive easement for the construction, reconstruction, maintenance, operation and supplement of wet utility facilities within certain portions of the Grantor Property (the "*Easement*") as such portions are described on the attached and incorporated Exhibit C (the "*Utility Easement Area*") along with a temporary non-exclusive construction easement (the "*Temporary Construction Easement*") described below.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Grant of Easement.** The Grantor grants to the Grantee, and its agents and licensees, a perpetual non-exclusive easement and right-of-way to construct, reconstruct, maintain, operate, and supplement, wet utility facilities consisting of a 6 inch sanitary sewer line and a 6 inch water line and other related fixtures, equipment, and appurtenances that may from time to time be required, with the right of ingress and egress for the purpose of this grant, over and under the Utility Easement Area. All improvements shall be located below grade. The Grantee agrees to complete the initial construction of all such improvements no later than December 31, 2023 (the "*Final Completion Date*").

**2. Temporary Construction Easement.** During the period of construction or installation of improvements within the Utility Easement Area, the Grantee shall have a Temporary Construction Easement over those portions of the Grantor Property located within fifteen (15) feet of each side of the Utility Easement Area that is within the Grantor Property for the purpose of transporting equipment and materials in connection with the construction or installation of

improvements within the Utility Easement Area. The Temporary Construction Easement shall expire on the earlier to occur of (a) completion of installation as contemplated in Section 1, above, or (b) the Final Completion Date as specified in Section 1, above. Grantee acknowledges that utility and access road installations by other parties may be occurring on lands adjacent to the Utility Easement Area simultaneously with Grantee's construction and installation within the Utility Easement Area. Grantee shall have the sole responsibility to coordinate its construction and installation schedule with these other parties.

**3. Indemnification.** The Grantee shall indemnify the Grantor from and against all loss, costs (including reasonable attorney fees), injury, death, or damage to persons or property that at any time during the term of this Agreement may be suffered or sustained by any person or entity in connection with the Grantee's activities conducted on the Grantor Property, regardless of the cause of the injury, except to the extent caused by the gross negligence or misconduct of the Grantor or its agents or employees.

**4. Consistent Uses Allowed.** The Grantor reserves the right to use the Utility Easement Area and the Grantor Property for purposes that will not interfere with the Grantee's full enjoyment of the Easement rights granted in this Agreement. Nothing contained herein shall prevent the Grantor from performing construction activities related to the further development of the Grantor Property including finish grading, landscaping, and placement of asphalt and concrete surfaces and curbs over or within the Utility Easement Area.

**5. Restoration of Surface.** The Grantee shall restore the surface disturbed by any construction or maintenance of any equipment located within the Utility Easement Area or the due to Grantee's use of the Temporary Construction Easement, to its condition before the disturbance.

**6. Covenants Run with Land.** All terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns. The party named as Grantor in this Agreement and any successor or assign to the Grantor as fee simple owner of the Grantor Property shall cease to have any liability under this Agreement with respect to facts or circumstances arising after the party has transferred its fee simple interest in the Grantor Property.

**7. Non-Use.** Non-use or limited use of the Easement or Temporary Construction Easement rights granted in this Agreement shall not prevent the benefiting party from later use of the Easement or Temporary Construction Easement rights to the fullest extent authorized in this Agreement.

**8. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

**9. Entire Agreement.** This Agreement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Register of Deeds of Chippewa County, Wisconsin.

**10. Notices.** All notices to either party to this Agreement shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other party at that party's last known address. If the other party's address is not known to the party desiring to send a notice, the party sending the notice may use the address to which the other party's property tax bills are sent. Either party may change its address for notice by providing written notice to the other party.

**11. Invalidity.** If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

**12. Waiver.** No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.

**13. Enforcement.** Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.


**14. No Public Dedication.** Nothing in this Agreement shall be deemed a gift or dedication of any portion of the easements granted under this Agreement to the general public or for any public purpose whatsoever.

*(Signatures appear on following pages.)*

GRANTOR SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTOR:

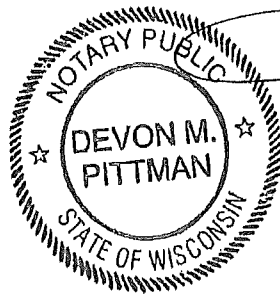
CHIPPEWA CROSSING PARTNERS, LLC, a  
Wisconsin limited liability company

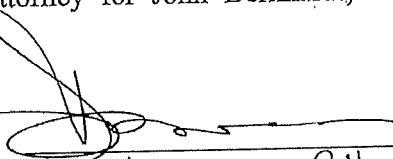
By:   
Deborah A. Bernhardt  
Power-of-Attorney for John L. Bernhardt, *Manager*

ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on May 8<sup>th</sup>, 2023 by Deborah A. Bernhardt in her capacity as power-of-attorney for John Bernhardt, Manager of Chippewa Crossing Partners, LLC.



  
Name: Devon M. Pittman  
Notary Public, State of Wisconsin  
My commission expires: 12/31/2025

GRANTOR SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTOR:

SMW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]  
Stewart M. Wangard, Sole Member

TD CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]  
Stewart M. Wangard, Sole Member

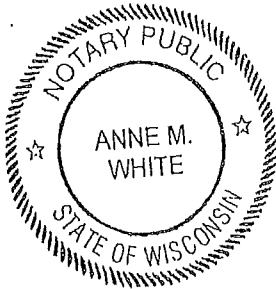
WW CHIPPEWA FALLS, LLC, a Wisconsin limited liability company

By: [Signature]  
Stewart M. Wangard, Sole Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE

This instrument was acknowledged before me on May 9, 2023 by Stewart M. Wangard, the Sole Member of SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC.



[Signature]  
Name: ANNE M. WHITE  
Notary Public, State of Wisconsin  
My commission expires: 06/24/2024

GRANTEE SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTEE:

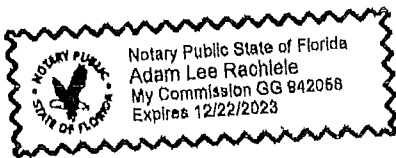
CHIP-WA HOTEL GROUP, LLC  
a Wisconsin limited liability company

By: Kim C. Wogernese  
Kim Wogernese, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN Florida  
COUNTY OF Orange

This instrument was acknowledged before me on May 9<sup>th</sup>, 2023 by Kim Wogernese,  
Managing Member of Chip-Wa Hotel Group, LLC.



Adam Rachlele  
Name: Adam Rachlele  
Notary Public, State of Wisconsin  
My commission expires: 12/22/2023

**CONSENT OF MORTGAGEE**

The undersigned, being the holder of a mortgage against the Property, consents to the grant of the easement and temporary construction easement set forth above and agrees that its interest in the Property shall be subject to the easement.

Dated: May 5<sup>th</sup>, 2023

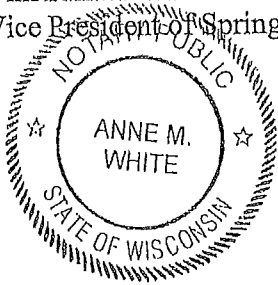
SPRING BANK

By: Glenn A. Michael  
Glenn Michaelsen, Senior Vice President

**ACKNOWLEDGMENT**

STATE OF WISCONSIN  
COUNTY OF WAUKESHA

This instrument was acknowledged before me on May 5<sup>th</sup>, 2023 by Glenn Michaelsen, the Senior Vice President of Spring Bank.



Anne M. White  
Name: ANNE M. WHITE  
Notary Public, State of Wisconsin  
My commission expires: 06/20/2024

This document was drafted by:

Timothy J. Voeller, Esq.  
Wangard Partners, Inc.  
1200 N Mayfair Road, Suite 410  
Milwaukee, Wisconsin 53226

**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR PROPERTY**

Lot 2 of Certified Survey Map No. 5713 recorded as Document No. 940007 in Volume 28 of Certified Survey Maps, Pages 211-215 on March 23, 2023, in the Chippewa County Register of Deeds being a part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.



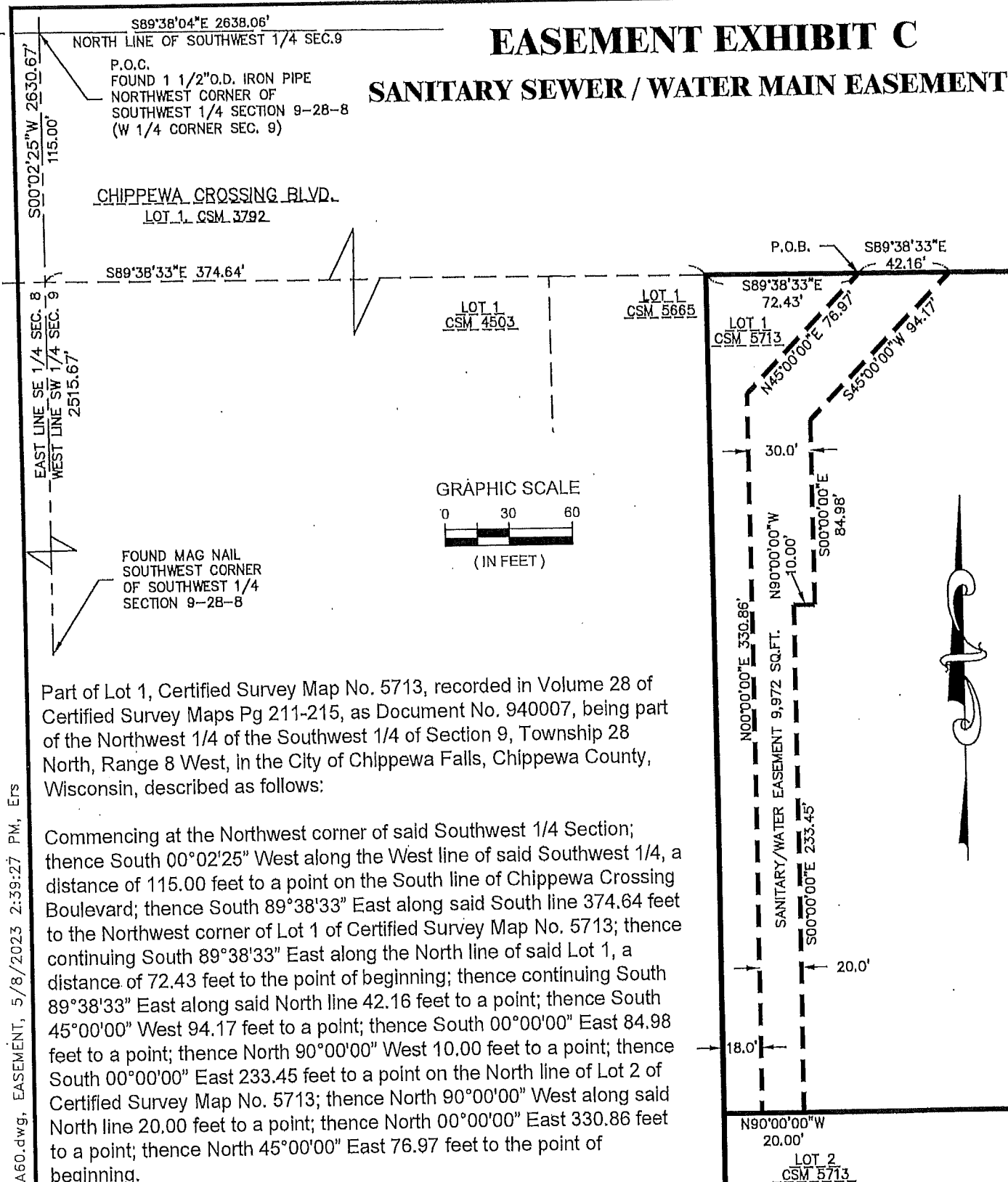
## EXHIBIT B

### LEGAL DESCRIPTION OF GRANTOR PROPERTY

Lot 1 of Certified Survey Map No. 5713 recorded as Document No. 940007 in Volume 28 of Certified Survey Maps, Pages 211-215 on March 23, 2023, in the Chippewa County Register of Deeds being a part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$ , and the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin.

# EASEMENT EXHIBIT C

## SANITARY SEWER / WATER MAIN EASEMENT



Part of Lot 1, Certified Survey Map No. 5713, recorded in Volume 28 of Certified Survey Maps Pg 211-215, as Document No. 940007, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Commencing at the Northwest corner of said Southwest 1/4 Section; thence South 00°02'25" West along the West line of said Southwest 1/4, a distance of 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 Northwest corner of Lot 1 of Certified Survey Map No. 5713; thence continuing South 89°38'33" East along the North line of said Lot 1, a distance of 72.43 feet to the point of beginning; thence continuing South 89°38'33" East along said North line 42.16 feet to a point; thence South 45°00'00" West 94.17 feet to a point; thence South 00°00'00" East 84.98 feet to a point; thence North 90°00'00" West 10.00 feet to a point; thence South 00°00'00" East 233.45 feet to a point on the North line of Lot 2 of Certified Survey Map No. 5713; thence North 90°00'00" West along said North line 20.00 feet to a point; thence North 00°00'00" East 330.86 feet to a point; thence North 45°00'00" East 76.97 feet to the point of beginning.

Said lands containing 9,972 square feet.

Date: May 8, 2023  
 Drawing No: 164704-KAC

**raSmith**  
 CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
 Brookfield, WI 53005-5938  
 (262) 781-1000  
 rasmith.com

S:\5164704\dwg\EX2201A60.dwg, EASEMENT, 5/8/2023 2:39:27 PM, Ers



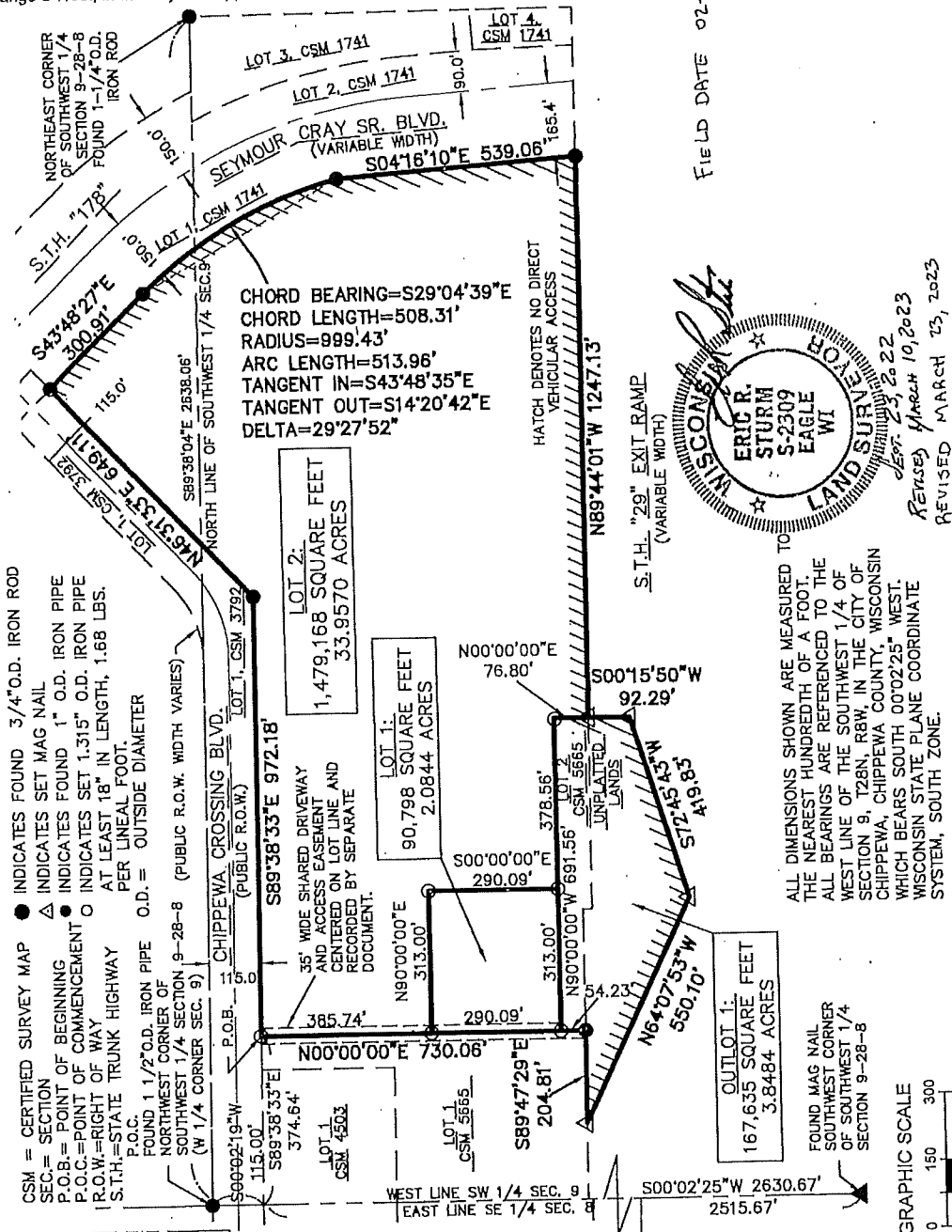
940007

RECORDED ON  
03/23/2023 02:05 PM  
MELANIE K. MCMANUS  
REGISTER OF DEEDS  
REC FEE: 30.00  
TRANSFER FEE:  
FEE EXEMPT:  
CHIPPEWA COUNTY, WI  
PAGES: 5

Recorded in Vol 28 of Certified Survey Maps Pg 211-215  
**CERTIFIED SURVEY MAP NO. 5713**

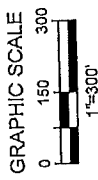
A redivision of Lot 2 of Certified Survey Map No. 5665, recorded in Volume 28 of CSM's on page 97-104 as Document number 937098, and lands being part of the Northeast 1/4 of the Southwest 1/4, the Northwest 1/4 of the Southwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 9, Township 28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

FIELD DATE 02-21-2023  
CJH 03-23-23

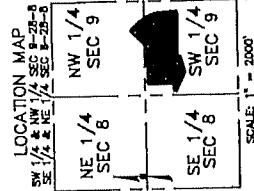


- CSM = CERTIFIED SURVEY MAP
- SEC. = SECTION
- P.C.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R.O.W. = RIGHT OF WAY
- S.T.H. = STATE TRUNK HIGHWAY
- P.O.C. = POINT OF CORNER
- FOUND 1 1/2\" O.D. IRON PIPE
- FOUND 1\" O.D. IRON PIPE
- INDICATES SET MAG NAIL
- INDICATES FOUND 1\" O.D. IRON PIPE
- INDICATES SET 1.315\" 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.
- (PUBLIC R.O.W.)
- 35' WIDE SHARED DRIVEWAY AND ACCESS EASEMENT CENTERED ON LOT LINE AND RECORDED BY SEPARATE DOCUMENT.
- UNPLATTED LANDS

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.



REVISED MARCH 23, 2023



S:\S164704\dwg\CS721L.dwg \ SHEET 1

raSmith  
CREATIVITY BEYOND ENGINEERING  
16745 W. Blumound Road  
Brookfield, WI 53005-5938  
(262) 791-1000  
raSmith.com

Sheet 1 of 5 Sheets

**CERTIFIED SURVEY MAP NO. 5713**

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*  
DATE JANUARY 24, 2023  
MARCH 10, 2023  
ERIC R. STURM  
PROFESSIONAL LAND SURVEYOR S-2309

Recorded in Vol 28 of Certified Survey Maps Pg 211-215  
**CERTIFIED SURVEY MAP NO. 5713**

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 21<sup>st</sup> day of March 2023.

Greg Hoffman  
 Greg Hoffman, Mayor

Bridget Givens  
 Bridget Givens, City Clerk

March 21, 2023  
 Date:

March 21, 2023  
 Date:

OWNER'S CERTIFICATE

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and VW Chippewa Falls, LLC, limited liability companies duly organized and existing under and by virtue of the laws of the State of WISCONSIN, 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.

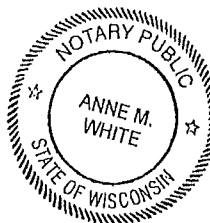
SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and VW Chippewa Falls, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

IN Witness Whereof, SMW CHIPPEWA FALLS, LLC, TD CHIPPEWA FALLS, LLC, VW CHIPPEWA FALLS, LLC has caused these presents to be signed by STEWART M. WANGARD, its MEMBER, at CLANBAMOND, WISCONSIN, this 17<sup>th</sup> day of MARCH, 2023.

SMW Chippewa Falls, LLC  
 TD Chippewa Falls, LLC  
 VW Chippewa Falls, LLC

on behalf of all ownership entities above

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



STATE OF WISCONSIN }  
 :SS  
WAUKESHA COUNTY }

PERSONALLY came before me this 17<sup>th</sup> day of MARCH, 2023, STEWART M. WANGARD, MEMBER 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.

Anne M. White (SEAL)  
 Notary Public, State of WISCONSIN  
 My commission expires 10/20/2024  
 -My commission is permanent-



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





**941073**

RECORDED ON  
05/08/2023 02:48 PM  
MELANIE K. MCMANUS  
REGISTER OF DEEDS  
REC FEE: 30.00  
TRANSFER FEE:  
FEE EXEMPT:  
CHIPPEWA COUNTY, WI  
PAGES: 24

\*\*The above recording information  
verifies that this document has  
been electronically recorded and  
returned to the submitter.\*\*

Document Number

CROSS ACCESS EASEMENT

Name and Return Address:

Thomas E. Reinhart  
P.O. Box 2107  
La Crosse, WI 54602-2107

Part of 22808-0841-75665001 and  
Part of 22808-0841-75665002

Parcel Identification Number (PIN)



## CROSS ACCESS EASEMENT AGREEMENT

**THIS CROSS ACCESS EASEMENT AGREEMENT** ("Agreement"), dated May 3, 2023, by and between Kwik Trip, Inc., a Wisconsin corporation ("Kwik Trip"), Chippewa Crossing Partners, LLC, a Wisconsin limited liability company, SMW Chippewa Falls, LLC, a Wisconsin limited liability company, WW Chippewa Falls, LLC, a Wisconsin limited liability company, and TD Chippewa Falls, LLC, a Wisconsin limited liability company (collectively "Wangard") and the City of Chippewa Falls, a Wisconsin municipal corporation ("City") for the purpose of ingress/egress. Kwik Trip and Wangard are individually referred to herein as a "Party" and collectively referred to herein as the "Parties". The following statements are a material part of this Agreement.

- A. Kwik Trip owns the real estate described on the attached Exhibit A ("Kwik Trip Property");
- B. Wangard owns the real estate described on the attached Exhibit B as Wangard Lot 1 and the real estate described on the attached Exhibit B as Wangard Lot 2 (collectively "Wangard Property");
- C. Kwik Trip is willing to grant Wangard, for the benefit of the Wangard Property, and the City easement rights of ingress and egress over that certain portion of the Kwik Trip Property legally described and shown on the attached Exhibit C ("Kwik Trip Easement Property"), pursuant to the terms and conditions contained in this Agreement; and
- D. Wangard is willing to grant Kwik Trip, for the benefit of the Kwik Trip Property, and the City easement rights of ingress and egress over that certain portion of the Wangard Property legally described and shown on the attached Exhibit D-1 and D-2 ("Wangard Easement Property" and collectively with the Kwik Trip Easement Property, the "Easement Property"), pursuant to the terms and condition contained in this Agreement.

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements and covenants are made:

### INGRESS AND EGRESS EASEMENT

Kwik Trip grants and conveys to Wangard, for the benefit of the Wangard Property and the Kwik Trip Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Wangard Property, over, upon and across the Kwik Trip Easement Property by the owner(s) of the Wangard Property, its occupants, employees, agents, guests and invitees (the "Wangard Users"). Such use by the Wangard Users of the Kwik Trip Easement Property shall not unreasonably interfere with Kwik Trip's use and enjoyment of the Kwik Trip Property, including the Kwik Trip Easement Property.

Wangard grants and conveys to Kwik Trip, for the benefit of the Kwik Trip Property and the Wangard Property, a permanent non-exclusive easement for vehicular and pedestrian ingress and egress to and from the Kwik Trip Property, over, upon and across the Wangard Easement Property by the owner(s) of the Kwik Trip Property, its occupants, employees, agents, guests and invitees (the "Kwik Trip Users"). Such use by the Kwik Trip Users of the Wangard Easement Property shall not unreasonably interfere with Wangard's use and enjoyment of the Wangard Property, including the Wangard Easement Property.

Kwik Trip and Wangard grant and convey to the City, for the benefit of the City, a permanent non-exclusive easement for access to the storm pond located within the parcel known as Outlot 1 of CSM 5713 over, upon and across the Kwik Trip Easement Property and the Wangard Easement Property.

### CONSTRUCTION AND MAINTENANCE OF THE EASEMENT PROPERTY

Kwik Trip shall construct an access road six hundred thirty-two feet and six and one-half inches (632' 6 1/2") long and thirty-five feet (35') wide within the Easement Property ("Access Road") as depicted

on the attached Exhibit E, which construction shall include the installation of any lighting to illuminate the Easement Property and any sidewalks required by the Municipality, on or before November 1, 2023. The owner(s) of the Wangard Property shall reimburse Kwik Trip 40% of the actual costs incurred by Kwik Trip in the construction of the Access Road (the "Easement Property Construction Costs"). Within thirty (30) days of the date upon which the owner(s) of the Wangard Property receive (i) an invoice (the "Easement Property Invoice") setting forth the Easement Property Construction Costs and the 40% share thereof allocable to the owner(s) of the Wangard Property and (ii) reasonable supporting documentation of the Easement Property Construction Costs, the owner(s) of the Wangard Property shall pay the Easement Property Invoice. Kwik Trip shall be responsible for the on-going maintenance, repair and replacement of the Access Road and Easement Property and shall pay the costs of such on-going maintenance, repair and replacement, with 40% of the costs of such on-going maintenance, repair and replacement payable by the owner(s) of the Wangard Property within thirty (30) days of delivery of an invoice displaying the 40% share thereof allocable to the Wangard Property and reasonable substantiating documentation for the reimbursable amount being invoiced. Kwik Trip shall be responsible for 60% of the on-going maintenance, repair and replacement of the Access Road and the Easement Property. In the event the Wangard Property is further subdivided, the costs of on-going maintenance, repair and replacement allocable to the owner(s) of the Wangard Property shall be split pro rata based on acreage among the new lots created by the subdivision of the Wangard Property. In the event the Kwik Trip Property is further subdivided, the costs of on-going maintenance, repair and replacement allocable to the owner(s) of the Kwik Trip Property shall be split pro rata based on acreage among the new lots created by the subdivision of the Kwik Trip Property.

#### **INDEMNITY**

Each Party (the "Indemnifying Party") shall indemnify and defend and hold harmless the other Party (the "Indemnified Party"), their officers, agents, invitees and employees (collectively, the "Indemnified Parties") from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including court costs and legal fees, for claims of any character, including liability and expenses in connection with the loss of life, personal injury, or damage to property, that are suffered or incurred stemming from any accidents, injuries, loss, or damage of or to any person or property related to or arising from the negligent, intentional or willful acts or omissions of the Indemnifying Party or its affiliates, officers, directors, partners, members, agents, employees, residents, occupants, tenants, invitees, and assigns pertaining to this Agreement, provided, however, that such indemnity shall not apply to the extent such claims, liabilities and expenses result from the negligence or willful misconduct of the Indemnified Party or any of the Indemnified Parties or such indemnity is prohibited by Wisconsin law.

#### **INSURANCE**

Each Party shall maintain commercial public liability insurance with commercially reasonable limits, but in no event less than one Million and 00/100 Dollars (\$1,000,000.00) per occurrence. Each Party shall provide a certificate of insurance evidencing such insurance to the other Party upon request.

#### **WARRANTIES OF TITLE**

Kwik Trip warrants that it has good and indefeasible fee simple title to the Kwik Trip Property; that Kwik Trip has the full right and lawful authority to grant the easement described herein upon the Kwik Trip Easement Property; and that the City, Wangard and its successors, shall and may peaceably have, hold and, along with the Wangard Users, enjoy said easement.

Wangard warrants that it has good and indefeasible fee simple title to the Wangard Property; that Wangard has the full right and lawful authority to grant the easement described herein upon the Wangard Easement Property; and that the City, Kwik Trip and its successors, shall and may peaceably have, hold and, along with the Kwik Trip Users, enjoy said easement.

## **RUNNING OF BENEFITS**

All provisions of this Instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the owners of their respective properties.

## **LIMITS ON USE**

The Parties and the City shall not make any use of or suffer anything to be done to the Kwik Trip Easement Property and the Wangard Easement Property that: (i) blocks or obstructs access to and from either the Kwik Trip Property or the Wangard Property, or any public right-of-ways; (ii) interferes with the use and enjoyment of the Kwik Trip Easement Property and the Wangard Easement Property by the other Party and/or its agents, contractors, subcontractors, invitees, or employees; (iii) limits the size of the Kwik Trip Easement Property and the Wangard Easement Property; or (iv) is in any manner inconsistent with the purposes of this Agreement.

## **CONSTRUCTION LIENS**

Neither of the Parties shall create, incur, impose, permit, or suffer to exist any lien or other obligation against the other party's property by reason of any improvement or repair made with the Kwik Trip Easement Property or the Wangard Easement Property. At its expense, the lien-creating property owner shall cause to be discharged, within thirty (30) days of filing thereof, any construction lien claim filed against the other property for work claimed to have been done for, or materials claimed to have been furnished to or on behalf of the lien-creating property owner; provided, however, that in the event of a good faith dispute by the lien-creating property owner, the lien-creating property owner shall have the right, in lieu of discharging said lien, to furnish a bond indemnifying the other property owner against loss by reason of such lien.

## **NO PUBLIC DEDICATION**

Nothing contained in this Easement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Kwik Trip Easement Property or the Wangard Easement Property to the general public or for the benefit of the general public or for any public purpose whatsoever except for the access easement granted to the City herein, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

## **LIABILITY**

The Parties and each of their successors and assigns as fee simple owners of any of the Kwik Trip Property or Wangard Property, respectively, shall cease to have further liability under this Agreement with respect to facts and circumstances first arising after such Party has transferred its fee simple interest in the particular parcel.

## **AMENDMENT OR TERMINATION**

This Easement may be amended or terminated by a document executed by all owners of each parcel affected hereby, or their successors or assigns, as the case may be, and the consent of no other party shall be required. Any such document shall be duly recorded in the office of the Register of Deed of Chippewa County, Wisconsin.

## **DEFAULT AND ENFORCEMENT**

If any Party fails or neglects to perform any obligations required by this Agreement, then any Party impacted by such failure or neglect may deliver written notice demanding compliance. If the defaulting Party fails to comply within thirty (30) days of receiving notice, or if an obligation cannot reasonably be performed within thirty (30) days, fails to commence compliance with the obligation within thirty (30) days

of receiving notice, then the other Party shall have the right to enforce this Agreement by proceedings at law or in equity, and shall be entitled to damages, injunctive relief or any other remedy available at law or in equity. In addition, any non-defaulting Party, at the sole cost and expense of the defaulting Party, may, but shall not be obligated to, undertake the obligations that the defaulting Party has failed to perform, and the defaulting Party shall, within fifteen (15) days of receipt of a written request (including an invoice(s) reasonably detailing the work performed), pay one hundred percent (100%) of any and all costs incurred by said non-defaulting Party. Nothing in this Section shall prevent a defaulting Party from recouping reimbursement as may otherwise be permitted under this Agreement from the other Party (including the non-defaulting Party) for costs paid by the defaulting Party to the non-defaulting Party pursuant to the foregoing sentence. If a lawsuit or other cause of action is brought to enforce this Agreement, the prevailing Party(ies) shall be entitled to recover its costs and expenses in bringing or defending against the action, including reasonable attorney's fees, from the non-prevailing Party(ies).

#### **SEVERABILITY**

If any portion or provision of this Agreement or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. The remainder of this Agreement shall be valid, and enforced, to the fullest extent permitted by law.

#### **WAIVERS**

Whenever a waiver, consent or approval is required or permitted herein, it must be express and in writing; no waiver, consent or approval shall be implied. No delay or omission in exercising any right or power accruing upon any default, non-compliance or failure of performance under this Agreement shall be construed to be a waiver thereof. A waiver of any obligation under this Agreement shall be in writing by the waiving Party and shall not be construed to be a waiver of any subsequent breach or a breach of any other terms, covenants or conditions of this Agreement.

#### **NOTICES**

All notices and communications to be given under this Agreement by any Party to any other Party shall be in writing and shall be sent, postage prepaid, by certified or registered mail, return receipt requested, and shall be deemed given two days after being postmarked. In the alternative, such notices may be delivered personally or transmitted by an overnight delivery service. Notices shall be given to the owner of a Property subject to this Agreement at the address shown in the records of the City of Chippewa Falls Property Tax Assessor for delivery of property tax notices to such owner.

#### **NO MERGER**

There shall be no merger or termination of any of the easements granted herein by reason of the fact that the same person or entity may hold, own, or acquire more than one of the properties subject to this Agreement.

[Signature Pages Follow]

KWIK TRIP, INC.

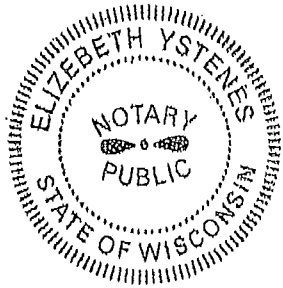
By: [Signature]

Its: CFO and Treasurer

Jeffrey J. Wrabel

STATE OF WISCONSIN )  
 ) ss.  
COUNTY OF LA CROSSE )

This instrument was acknowledged before me on April 5, 2023 by Jeffrey J. Wrabel,  
the CFO & Treasurer of Kwik Trip, Inc., a Wisconsin corporation.



[Signature]  
Elizabeth Ystenes  
Notary Public, State of Wisconsin  
My Commission: 3/30/24

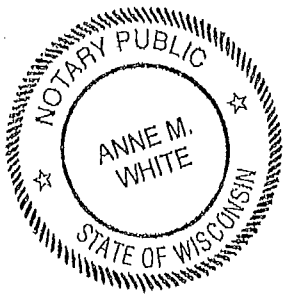
CHIPPEWA CROSSING PARTNER, LLC

By: [Signature]

Its: SOLE MEMBER  
John Bernhardt

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

This instrument was acknowledged before me on April 6<sup>th</sup>, 2023 by JOHN BERNHARDT  
the SOLE MEMBER of Chippewa Crossing Partner, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN  
My Commission: expires 02/24/2024

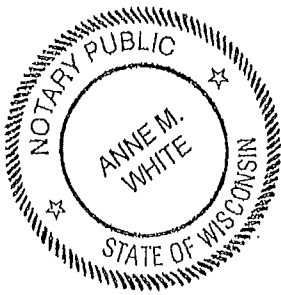
SMW CHIPPEWA FALLS, LLC

By: [Signature]

Its: SOLE MEMBER  
Stewart M. Wangard

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE ) ss.

This instrument was acknowledged before me on April 6<sup>th</sup>, 2023 by STEWART M. WANGARD  
the SOLE MEMBER of SMW Chippewa Falls, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN  
My Commission: expires 4/20/2024

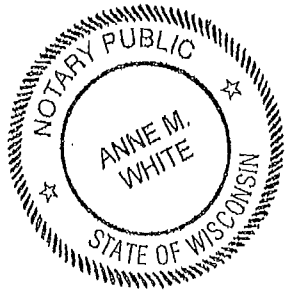
WW CHIPPEWA FALLS, LLC

By: [Signature]

Its: SOLE MEMBER Stewart M. Waugard

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

This instrument was acknowledged before me on April 6<sup>th</sup>, 2023 by STEWART M. WAUGARD  
the SOLE MEMBER of WW Chippewa Falls, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN  
My Commission: Expires 6/26/2024



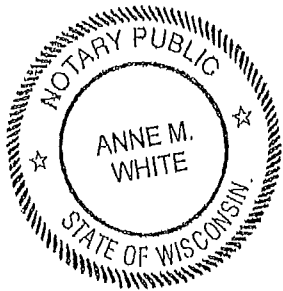
TD CHIPPEWA FALLS, LLC

By: [Signature]

Its: SOLE MEMBER  
Stewart M. Wengard

STATE OF WISCONSIN )  
  ) ss.  
COUNTY OF MILWAUKEE

This Instrument was acknowledged before me on April 6<sup>th</sup>, 2023 by STEWART M. WENGARD  
the SOLE MEMBER of TD Chippewa Falls, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN  
My Commission: expires 6/26/2024

CITY OF CHIPPEWA FALLS

By: [Signature]

Its: Mayor - Gregory S. Hoffman

By: [Signature]

Its: City Clerk - Bridget Givens

STATE OF Wisconsin }  
COUNTY OF Chippewa } ss.

This Instrument was acknowledged before me on May 2, 2023 by Gregory S. Hoffman, the Mayor, and Bridget Givens the City Clerk of the City of Chippewa Falls, a Wisconsin municipal corporation.

[Signature]  
Robert A. Berg  
Notary Public, State of Wisconsin  
My Commission: is permanent

This document was drafted by:  
Thomas E. Reinhart, Attorney at Law  
P. O. Box 2107, La Crosse, WI 54602-2107

JOINDER BY MORTGAGEE  
WANGARD

Spring Bank, a WISCONSIN banking institution ("Lender") joins in and consents to this Cross Access Easement Agreement between Kwik Trip, Inc., a Wisconsin corporation, Chippewa Crossing Partners, LLC, a Wisconsin limited liability company, SMW Chippewa Falls, LLC, a Wisconsin limited liability company, WW Chippewa Falls, LLC, a Wisconsin limited liability company, and TD Chippewa Falls, LLC, a Wisconsin limited liability company, and Lender does hereby subject and subordinate its rights under any mortgage, assignment and/or other security interest(s) it holds against any part(s) of the Wangard and Additional Wangard Property to the covenants and restrictions set forth in this Cross Access Easement Agreement, to the end that such covenants and restrictions are binding upon Lender's interest in the Wangard Property under and pursuant to any such mortgage, assignment and/or other security interest held by Lender and all present and future holders of Lender's interest in the Wangard Property or any part thereof under and pursuant to any such mortgage, assignment and/or other security interest.

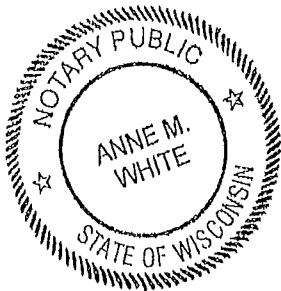
LENDER:

By: Glenn A. Michaelson  
Its: Senior Vice President  
Glenn Michaelson

STATE OF WISCONSIN )  
COUNTY OF WAUKESHA )

SS.

Personally came before me this 6<sup>th</sup> day of April, 2023, the above named GLENN MICHAELSON the SR. VP of, Spring Bank, a WISCONSIN banking institution, to me known to be the person who executed the foregoing instrument and acknowledged the same.



Anne M. White  
Notary Public, State of Wisconsin  
My Commission: expires 10/26/2024

**EXHIBIT A**

**KWIK TRIP PROPERTY**

Lot 1, Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

**EXHIBIT B**

**WANGARD PROPERTY**

Wangard Lot 1:

Lots 1 of Certified Survey Map No. 5713 as recorded on March 23, 2023 in Volume 28 of Certified Survey Maps pages 211 – 215 as Document No. 940007 being a redivision of: Part of the NW¼ of the SW¼ of Section 9, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin and Part of Lot 2 Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

Wangard Lot 2:

Lots 2 of Certified Survey Map No. 5713 as recorded on March 23, 2023 in Volume 28 of Certified Survey Maps pages 211 – 215 as Document No. 940007 being a redivision of: Part of the NW¼ of the SW¼ of Section 9, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin and Part of Lot 2 Chippewa County Certified Survey Map No. 5665 as recorded in Volume 28 of Certified Survey Maps on pages 97-104 as Document No. 937098, City of Chippewa Falls, Chippewa County, Wisconsin.

**EXHIBIT C**  
**KWIK TRIP EASEMENT PROPERTY**

Exhibit C

P.O.C.  
NORTHWEST CORNER  
OF SOUTHWEST 1/4  
SECTION 9-28-8  
(W 1/4 CORNER SEC. 9)

# EASEMENT EXHIBIT

## ACCESS EASEMENT

N. LINE OF SW 1/4 SEC. 9

CHIPPEWA CROSSING BLVD.

W. LINE OF SW 1/4 SEC. 9  
S00°02'25"W 2630.67'  
S00°02'25"W 115.00'

S89°38'33"E 357.14'

P.O.B.

S89°38'33"E  
17.50'

LOT 2,  
CSM

LOT 1,  
CSM 4503

Part of Lot 1 of Certified survey Map No. 5665, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line of Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 357.14 feet to the point of beginning; thence continuing South 89°38'33" East along said South line 17.50 feet to the Northeast corner of Lot 1 of Certified Survey Map No. 5665, thence South 00°00'00" East along the East line of said Lot 1, a distance of 730.06 feet to the Southeast corner of said Lot 1; thence North 89°47'29" West along the South line of said Lot 1, a distance of 17.50 feet to a point; thence North 00°00'00" East 730.10 feet to the point of beginning.

Said lands containing 12,776 sq.ft. or 0.2933 ac.

Date: March 17, 2023  
Drawing No: 164704-KAC

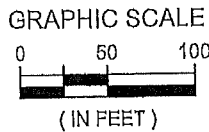
SOUTHWEST CORNER  
OF SOUTHWEST 1/4  
SECTION 9-28-8

LOT 1,  
CSM 5665

N00°00'00"E 730.10'  
EASEMENT: 12,776 SF. OR 0.2933 AC.  
S00°00'00"E 730.06'

ACCESS

N89°47'29"W  
17.50'



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5998  
(262) 781-1000  
rasmith.com

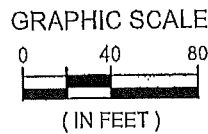
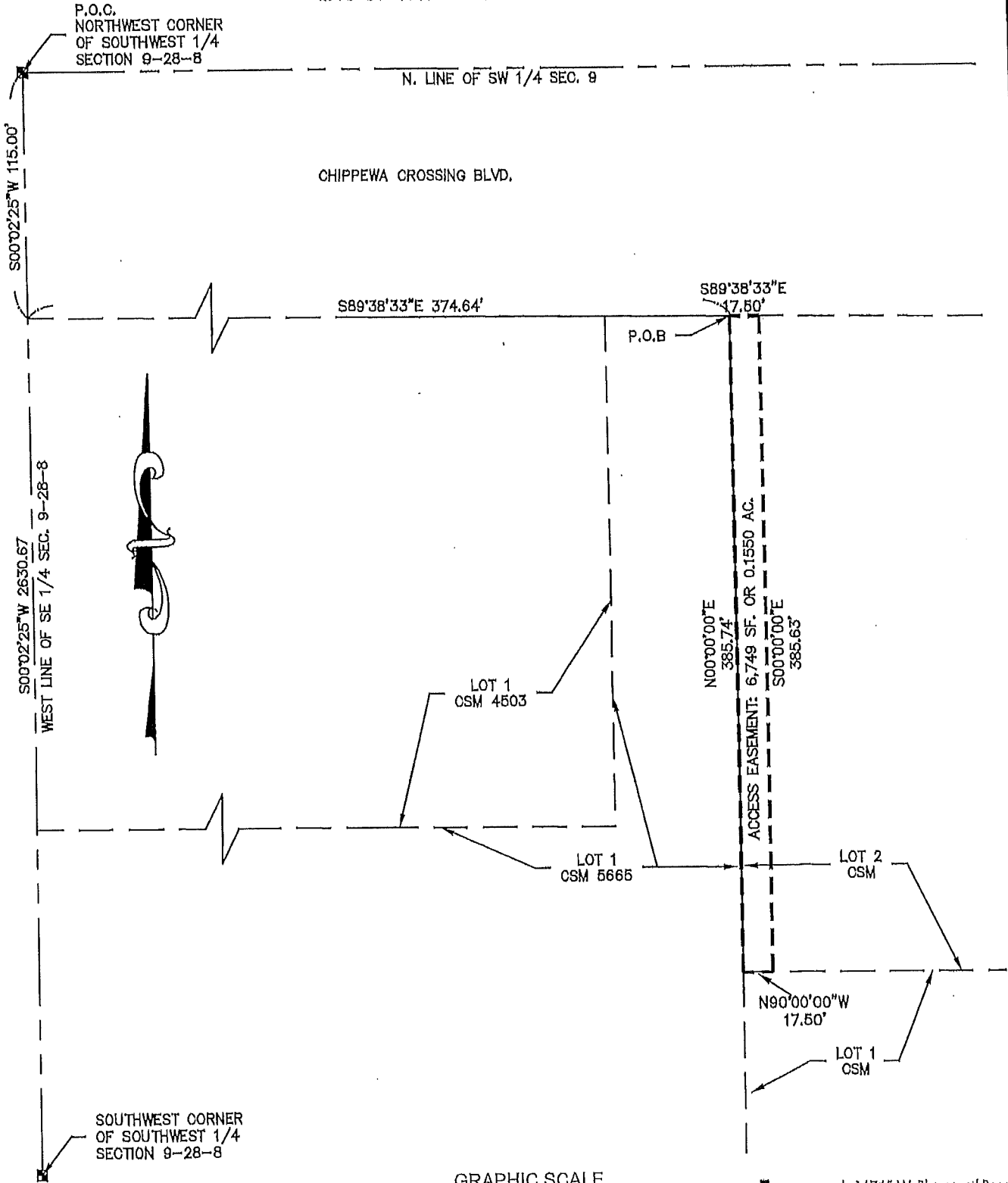
SHEET 1 OF 1

EXHIBIT D-1  
WANGARD EASEMENT PROPERTY



# EASEMENT EXHIBIT

## ACCESS EASEMENT



**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemount Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

# EASEMENT EXHIBIT

## ACCESS EASEMENT

Part of Lot 2 of Certified Survey Map No. 5713, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the Northeast corner of Lot 1 in Certified Survey Map No. 5665 and the point of beginning; thence South 89°38'33" East continuing along said South line 17.50 feet to a point; thence South 00°00'00" East 385.63 feet to a point; thence North 90°00'00" West 17.50 feet to a point on the East line of Lot 1 in Certified Survey Map No. 5665; thence North 00°00'00" East along the aforesaid East line 385.74 feet to the point of beginning.

Said lands containing 6,749 sq.ft. 0.1550 ac.

Date: March 17, 2023

Drawing No: 164704-ers

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S:\5164704\dwg\EX1011A\_Access 1 and 2.dwg\ACCESS 1 (2)

**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

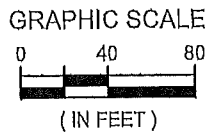
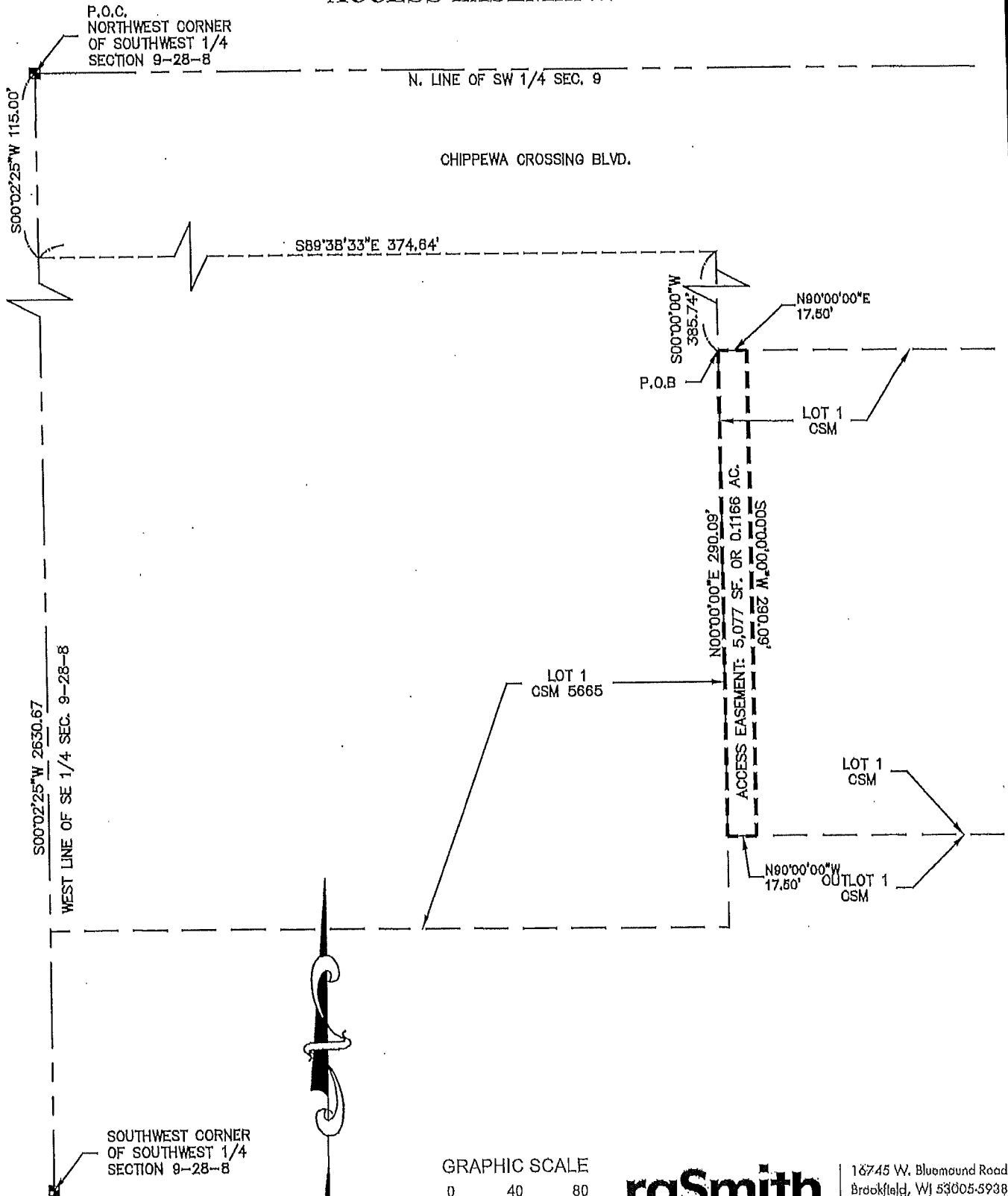
SHEET 2 OF 2

**EXHIBIT D-2**  
**WANGARD EASEMENT PROPERTY**

Exhibit D-2

# EASEMENT EXHIBIT

## ACCESS EASEMENT



**raSmith**  
CREATIVITY BEYOND ENGINEERING

18745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

SHBET 1 OF 2

S:\5164704\dwg\EX1011A\_Access 1 and 2.dwg \ ACCESS 2

# EASEMENT EXHIBIT

## ACCESS EASEMENT

Part of Lot 1 of Certified Survey Map No. 5713, being part of the Northwest 1/4 of the Southwest 1/4 of Section 9, Township 28 North, Range 8 East, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

COMMENCING at the Northwest corner of the Southwest 1/4 of said Section 9; thence South 00°02'25" West along the West line of said Southwest 1/4 of Section 9, a distance of 115.00 feet to a point on the South line Chippewa Crossing Boulevard; thence South 89°38'33" East along said South line 374.64 feet to the point at the Northeast corner of Lot 1 in Certified Survey Map No. 5665; thence South 00°00'00" West along the East line of the aforesaid Lot 1 for a distance of 385.74 feet to the point of beginning; thence North 90°00'00" East 17.50 feet to a point; thence South 00°00'00" West 290.09 feet to a point; thence North 90°00'00" West 17.50 feet to a point on the East line of Lot 1 in Certified Survey Map No. 5665; thence North 00°00'00" East along the aforesaid East line 290.09 feet to the point of beginning.

Said lands containing 5,077 sq.ft. 0.1166 ac.

Date: March 17, 2023

Drawing No: 164704-ers

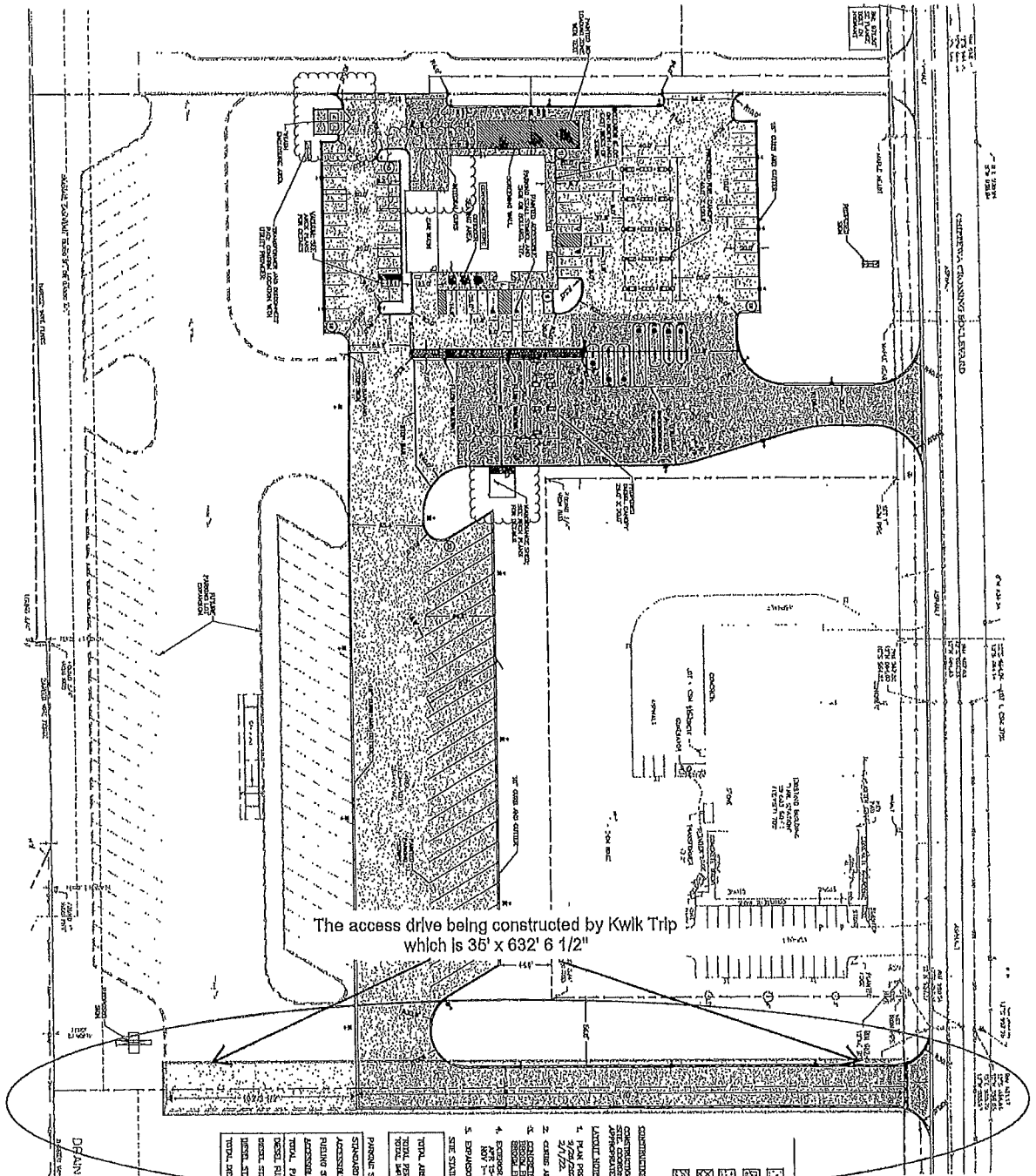
**raSmith**  
CREATIVITY BEYOND ENGINEERING

16745 W. Bluemound Road  
Brookfield, WI 53005-5938  
(262) 781-1000  
rasmith.com

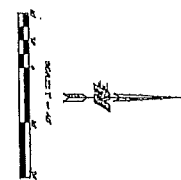
SHEET 2 OF 2

**EXHIBIT E**  
**EASEMENT PROPERTY**

# EXHIBIT E



The access drive being constructed by Kwik Trip which is 35' x 632' 6 1/2"



**LEGEND**

|          |                  |
|----------|------------------|
| [Symbol] | PROPERTY LINE    |
| [Symbol] | EXISTING DRIVE   |
| [Symbol] | PROPOSED DRIVE   |
| [Symbol] | EXISTING CONCRET |
| [Symbol] | PROPOSED CONCRET |
| [Symbol] | EXISTING ASPH    |
| [Symbol] | PROPOSED ASPH    |

- CONSTRUCTION NOTES:**
1. ALL PROPOSED DRIVE MEDIALS AND ASPH LANE TRIP SERVICE SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE WISCONSIN DEPARTMENT OF TRANSPORTATION (DOT) AND SHALL BE SUBJECT TO DOT REVIEW AND APPROVAL.
  2. DRIVE ARE PROPOSED TO FACE OF CURB.
  3. CONCRET IN ALL DRIVE AND DRIVE CHANGES TO BE INSTALLED WITH REINFORCING BARS AND SHALL BE SUBJECT TO DOT REVIEW AND APPROVAL.
  4. EXISTING CONCRET TO BE REPAIRED TO MEET DOT REQUIREMENTS.
  5. DRIVEWAY LIGHTS SHALL BE 100'-0" SPACED AND OUTLINED WITH 30" DIA. SIGN LIGHTS - WITH BATTER PAVEMENT LIGHT DIVISION.

| PARKING SPACES          | AREA    | COMMENTS |       |
|-------------------------|---------|----------|-------|
| STANDARD PARKING SPACES | 464,472 | 1,147    | 32,45 |
| ACCESSIBLE SPACES       | 15,758  | 1,42     | 32,45 |
| TOTAL PARKING SPACES    | 308,616 | 726      | 67,25 |

**811**  
Kwik Trip  
Call before you dig.

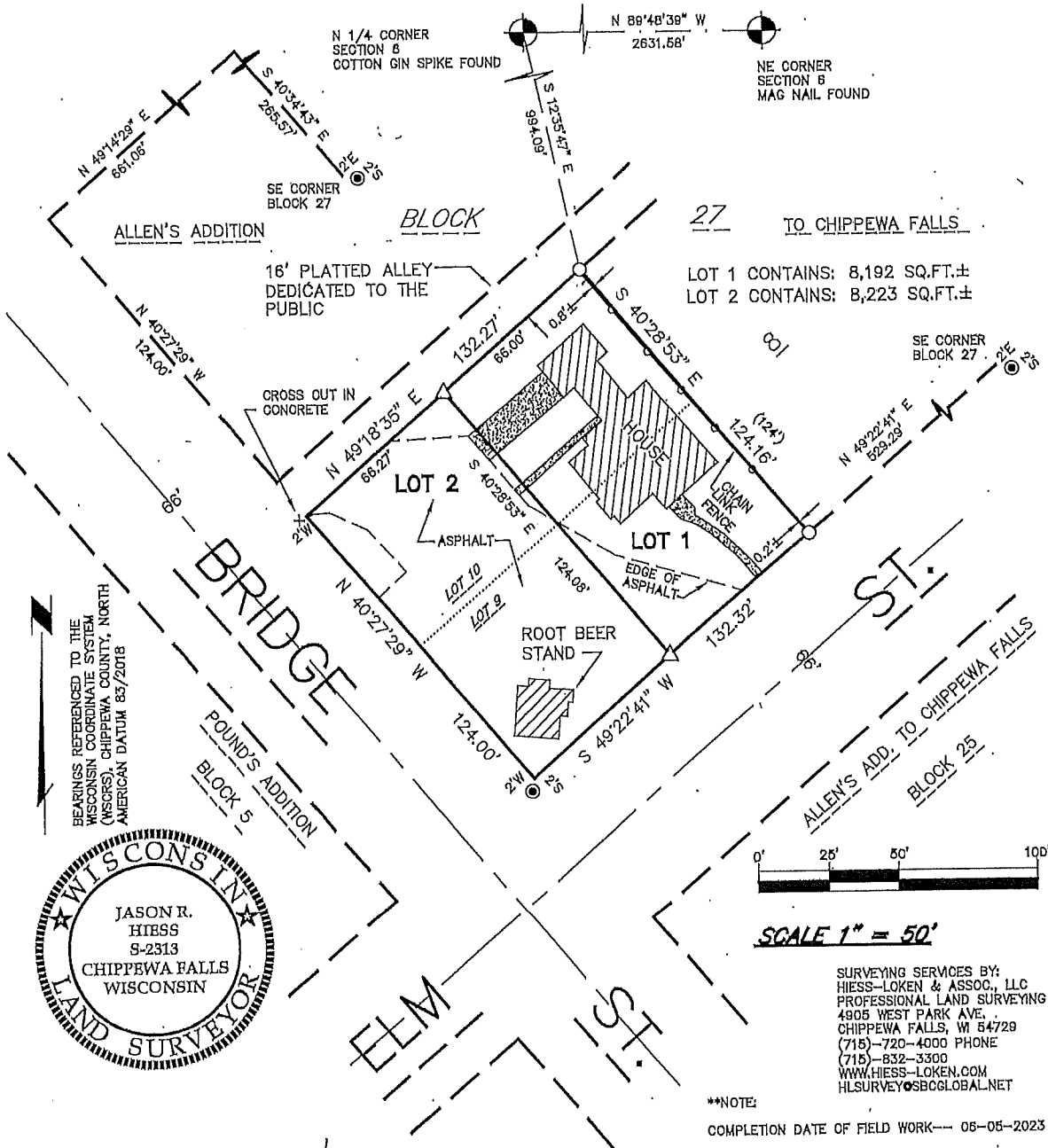
811 is a national emergency number for utility services. It is not a police or fire emergency number. For more information, visit www.811.com.

|  |  |  |  |  |
|--|--|--|--|--|
| <p><b>SITE PLAN</b></p> <p><b>CONVENIENCE STORE #1267 WITH TRUCK STOP &amp; CAT SCALE</b></p> <p>BUS, 29 &amp; CHIPPEWA CROSSING BLVD<br/>CHIPPewa FALLS, WI</p> |  | <p><b>Kwik Trip</b></p> <p>108 DAVE STREET<br/>CHIPPewa FALLS, WI 54926<br/>PH: (920) 781-8880<br/>FAX: (920) 781-8880</p> |  | <p><b>Smith</b></p> <p>Professional Engineer</p> |
|--|--|--|--|--|

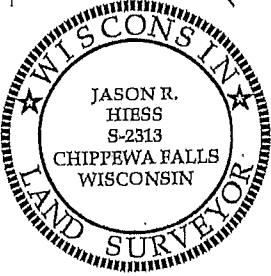
CHIPPEWA CO. CERTIFIED SURVEY  
 MAP NO. \_\_\_\_\_

RECORDED IN VOL. \_\_\_\_\_ OF THE  
 CERTIFIED SURVEY MAPS, PAGE \_\_\_\_\_

BEING LOTS 9 AND 10, BLOCK 27, ALLEN'S ADDITION TO  
 CHIPPEWA FALLS, RECORDED IN VOL. 1 PLATS, P. 20, AS DOC.  
 NO. 001020, LOCATED IN THE NW 1/4 OF THE NE 1/4,  
 SECTION 06, T28N, R8W, CITY OF CHIPPEWA FALLS,  
 CHIPPEWA COUNTY, WISCONSIN  
 OAD NAME: FISH231



BEARINGS REFERENCED TO THE  
 WISCONSIN COORDINATE SYSTEM  
 (WCSORS), CHIPPEWA COUNTY, NORTH  
 AMERICAN DATUM 83/2018



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

DATED THIS 5TH DAY OF JUNE, 2023.

SHEET 1 OF 2 SHEETS

PAGE \_\_\_\_\_

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

\*\*NOTE:  
 COMPLETION DATE OF FIELD WORK— 06-06-2023  
 TIES VERIFIED FOR THE SECTION CORNERS SHOWN  
 SEE SHEET 2 OF 2 FOR LEGEND

THIS O.S.M. DOES NOT CREATE ANY ADDITIONAL  
 PARCELS, IT IS BEING UTILIZED TO RE-ARRANGE  
 LOT LINES WITHIN LOTS 9 AND 10, BLOCK 27



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

RECORDED IN VOL. \_\_\_\_\_ OF THE  
 CERTIFIED SURVEY MAPS PAGE \_\_\_\_\_

**BEING LOTS 9 AND 10, BLOCK 27, ALLEN'S ADDITION TO  
 CHIPPEWA FALLS, RECORDED IN VOL. 1 PLATS, P. 20, AS DOC.  
 NO. 001020, LOCATED IN THE NW 1/4 OF THE NE 1/4,  
 SECTION 06, T28N, R8W, CITY OF CHIPPEWA FALLS,  
 CHIPPEWA COUNTY, WISCONSIN**

CAD NAME: FISH231

**SURVEYOR'S CERTIFICATE**

I, JASON R. HIESS, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT BY THE DIRECTION OF ROBERT FISH, 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 9 AND 10, BLOCK 27, ALLEN'S ADDITION TO CHIPPEWA FALLS, RECORDED IN VOLUME 1 PLATS, PAGE 20, AS DOCUMENT NUMBER 001020, LOCATED IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 06, TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING SUBJECT TO EXISTING EASEMENTS.

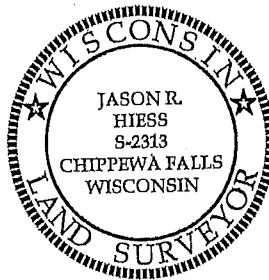
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND MAPPED.

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 THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS.

*Jason R. Hiess*

JASON R. HIESS, P.L.S.

DATED THIS 5TH DAY OF JUNE, 2023.



**LEGEND**

- --- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ --- 1 1/2" O.D. BRASS PLUG
- △ --- MAG NAIL SET
- --- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET
- ( ) --- 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

**CITY OF CHIPPEWA FALLS COMMON COUNCIL RESOLUTION**

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS IS HEREBY APPROVED.

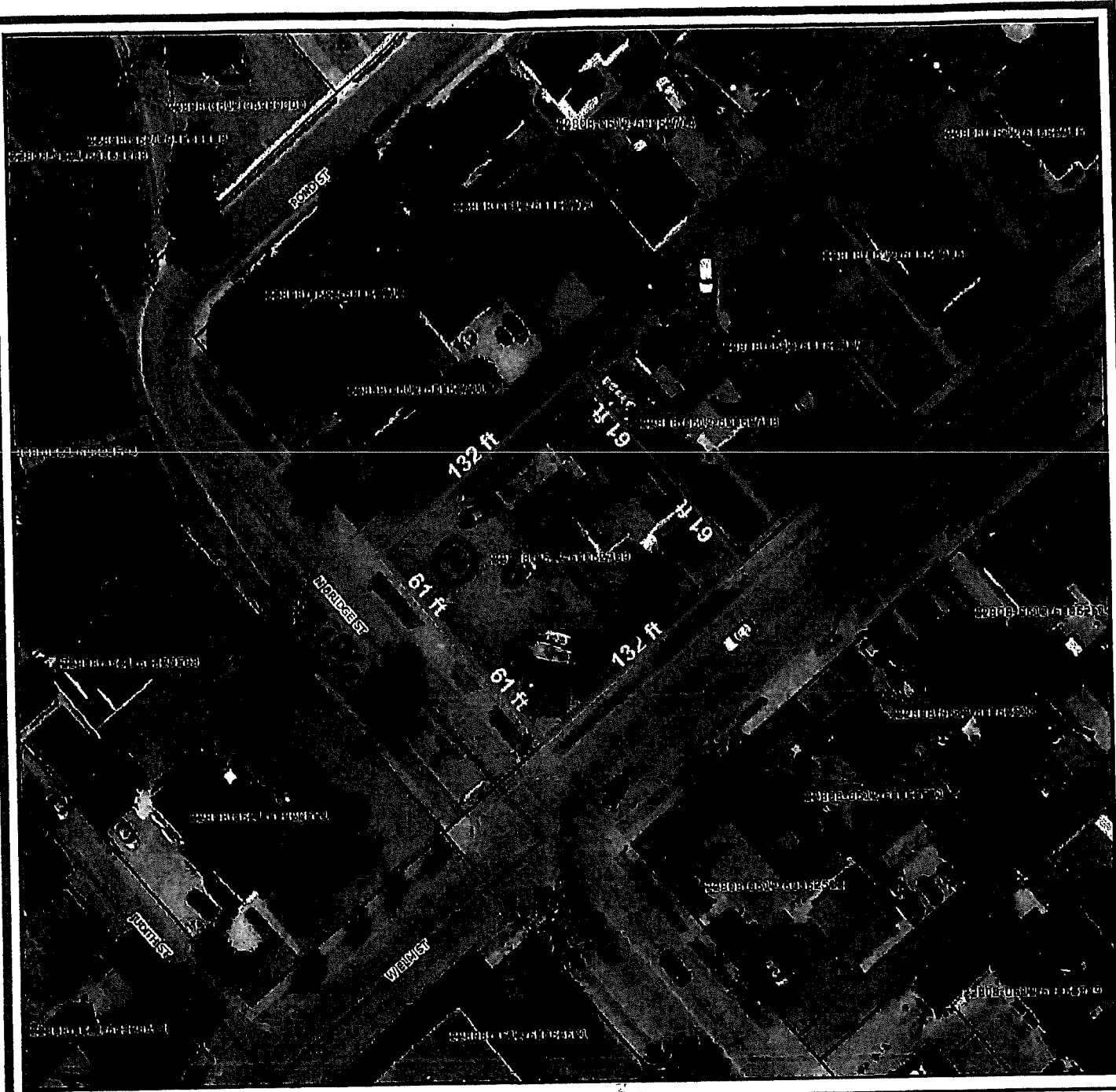
SIGNED: \_\_\_\_\_  
 GREGORY S. HOFFMAN, MAYOR

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

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

\_\_\_\_\_  
 BRIDGET GIVENS, CITY CLERK

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



PIN: 22808-0612-60062709

Computer Number: 211-0785

Owner Name: ROBERT & ANNELIESE FISH

Owner Address: 12 E ELM ST

Owner Address: CHIPPEWA FALLS WI, 54729

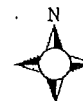
Physical Address: 12 E ELM ST CHIPPEWA FALLS 54729

GIS Acres: 0.4      Deed Acres: 0.0

School Code: 1092

Assessed Value: 176300      Fair Market Value: 207800

Description: ALLEN'S ADDITION LOTS 9 & 10 BLK 27

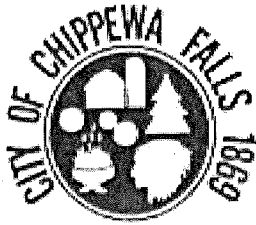


START # 700

Scale = 1"=67'

Printed 05/10/2023

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



**MINUTES**  
**COMMITTEE #1**  
**REVENUES, DISBURSEMENTS, WATER AND WASTEWATER**  
**June 13, 2023**

**Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, June 13, 2023 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

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

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer; Public Works Director/Utility Manager Rick Rubenzer; Fire Chief Jason Thom; Street, Fleet and Utility Maintenance Manager Rick Ruf; Police Chief Matt Kelm; Utilities Office Manager Connie Freagon; Brian Reilly of Ehlers; and City Clerk Bridget Givens.

Call to Order: 9:00 am

**1. Discuss request to purchase spray patcher. Possible recommendations to the Council.**

Due to a recent incident in the Street Department, Street, Fleet and Utility Maintenance Manager Ruf is requesting to purchase a spray patcher to replace the trailer that is currently being utilized. He feels the option presented would allow patching to be done in a safer manner. Additionally, the patcher would require only one staff member for operation as opposed to two. Options for borrowing were discussed including items that have currently been ordered for 2023 and committed for borrowing in 2024. It was noted that this item would be prioritized over the snowblower being requested in 2024 (\$175,000). Ruf is requesting authorization to purchase the patcher in 2023, and depending on delivery schedule, be included with either the 2023 or 2024 borrowing.

**Motion by Monarski/Nadreau** to recommend Council approve the purchase of the spray patcher in either the 2023 or 2024 borrowing and removing the snowblower from the priority list for 2024. **All present voting aye, motion carried.**

**2. Discuss funding for temporary person in the Street Department to do traffic painting. (Pending approval by Committee #2). Possible recommendations to the Council.**

Due to an injury in the Street Department, Ruf is requesting the temporary hire of a retired Street Department employee who was previously responsible traffic painting. This will be a temporary, seasonal hire with no benefits. Possible rates of pay were discussed.

**Motion by Monarski/Kiefer** to recommend Council approve the hiring of a temporary, seasonal person in the Street Department for traffic painting and authorize a range of pay of \$15-\$20/hr with funding to come from the Street Department budget. **All present voting aye, motion carried.**

**3. Discuss items to be purchased utilizing Police Department Law Enforcement Grant Funds. Possible recommendations to the Council.**

Police Chief Kelm provided an update of items that have been authorized for purchase utilizing the Law Enforcement Grant including the following:

Rifle plates;  
Signing bonuses;  
Radios (3); and  
E-bike for patrol.

Kelm advised the Committee that the e-bike was authorized, but not ordered. He is recommending to utilize the funds that were obligated to instead purchase two pedal bikes. It was noted that the traffic safety lighting and medical response bags that were previously authorized for purchase are grant eligible items. Kelm is requesting additional rifle shields and death investigation school utilizing the grant funds. Kelm stated he would like the signing bonuses to continue, but was concerned there would not be enough funds remaining in the grant to support the bonus in the future.

**Motion by Kiefer/Monarski** to recommend Council approve the purchase of one rifle shield, traffic safety lighting, medical response bags, and death investigation school from the Law Enforcement Grant and to authorize the bike purchase modification as presented. **All present voting aye, motion carried.**

**4. Discuss 2023 borrowing and funding options for requested items. Possible recommendations to the Council.**

No discussion occurred on this item.

**No action taken.**

**5. Discuss funding for purchase of lift to be used by various city departments. Possible recommendation to the Council.**

The City will receive a safety grant from the League of Wisconsin Municipalities of roughly \$3,800. The Safety Committee is recommending the purchase of a scissor lift which could be utilized by various departments.

**Motion by Kiefer/Nadreau** to recommend Council approve the purchase of a scissor lift in an amount not to exceed \$9,000 with funding to come from the safety grant with the remaining balance split between Water, Wastewater, and the City. **All present voting aye, motion carried.**

**6. Discuss funding for the revised Engineering Technician position. (Pending approval by Committee #2). Possible recommendations to the Council.**

The previous Engineering Tech was hired as the City's Civil Engineer, creating a vacancy. A revised job description was reviewed with the Committee and will be presented to Committee #2 at a future meeting. The increased responsibilities for the position were discussed, and it was requested this position be moved to a different pay grade with a starting wage of \$27.08 per hour. It was noted that funding for the wage increase is available due to the open positions in the Engineering Department.

**Motion by Kiefer/Nadreau** to recommend Council approve placing the Engineering Technician position in a new pay grade with a starting wage of \$27.08/hr with funding to come from the current budget pending approval of the revised job description by Committee #2. **All present voting aye, motion carried.**

- 7. Discuss funding for renewal of the Intergovernmental Agreement between the City of Chippewa Falls and Chippewa County for administration of the city's recycling program for 2024-2025. Possible recommendations to the Council.**

The renewal agreement was received and includes a 2.5% annual increase in the two-year contract.

**Motion by Kiefer/Monarski** to recommend Council approve incorporating funding for the Intergovernmental Agreement between the City of Chippewa Falls and Chippewa County for administration of the city's recycling program for 2024-2025 into the upcoming budget. **All present voting aye, motion carried.**

- 8. Adjournment.**

**Motion by Monarski/Nadreau** to adjourn at 9:38 am. **All present voting aye, motion carried.**

Minutes submitted by,  
Rob Kiefer, Chair

Roland Machinery Company  
 816 N. Dirksen Parkway  
 Springfield, IL 62702  
 PHONE 800-262-2926/FAX 217-789-77117



|                 |                        |       |     |
|-----------------|------------------------|-------|-----|
| <b>Customer</b> |                        |       |     |
| Name            | City of Chippewa Falls |       |     |
| Address         | _____                  |       |     |
| City            | State                  | _____ | ZIP |
| Phone           | _____                  |       |     |

|      |                |
|------|----------------|
| Misc |                |
| Date | 6/2/2023       |
| Attn |                |
| Rep  | Craig Sedlacek |
| FOB  |                |

| Qty | Description  | Unit Price | TOTAL |
|-----|--|------------|-------|
|     | <b>One Rosco RA400 SPRAY PATCHER</b><br><br>All RA-400 Spray Patchers are designed for one-man control from the cab of the truck. Units are equipped with: 300-gallon heated emulsion tank, overnight heating with two electric heat elements located in the water heat exchanger tube, hydraulically-driven, low pressure positive displacement blower and the exclusive "Patch On The Go" system, Venturi Nozzle with cleanout, welded rectangular aggregate hopper vibration system, adjustable feed control slide gate, In-cab & driver's side emulsion level indicator, tank-mounted 5" dial thermometer, one-piece double-acting boom, 3-stage telescoping aggregate delivery tube, emulsion hose E-Chain hose protection, 30" x 60" 13-bulb multi-function arrow board with separate arrow board control panel, control panel with fuses, Features a Joystick controller for extending / retracting, swing of boom, boom raise/lower, Rock On/Off, and a trigger for maximum Blower output, Functions driven by a variable displacement hydrostatic pump controlled by the Plus 1 system with DP200 Graphic display for system monitoring and settings adjustment, Driven by Auxillary engine with a PV480 Color Graphic Display for engine monitoring, Swith Panel includes switches for blower, work lights, and beacon light. ICC Bumpers are standard on all LeeBoy Truck Chassis.<br><br>Price new FOB customer yard |            |       |
|     |  |            |       |

|  |              |               |          |            |
|--|--------------|---------------|----------|------------|
| Base Machine   | \$301,194.00 |               | SubTotal |            |
| Back-up/reverse camera                                   | \$1,776.00   |               | Shipping |            |
| LED larger arrow board                                   | \$4,364.00   |               |          |            |
| LED night working light package                          | \$1,090.00   |               |          |            |
| 240V heater conversion in lieu of 120V                   | \$1,140.00   |               |          |            |
| Emergency triangle kit, flare kit, and fire extinguisher | \$1,090.00   |               |          |            |
| Jet flush system   | \$2,550.00   |               |          |            |
| Rock hopper heat   | \$6,196.00   |               |          |            |
|  |              | Sales Tax     |          |            |
|  |              | TOTAL NET DUE | \$       | 319,400.00 |

# RA-400 Patcher

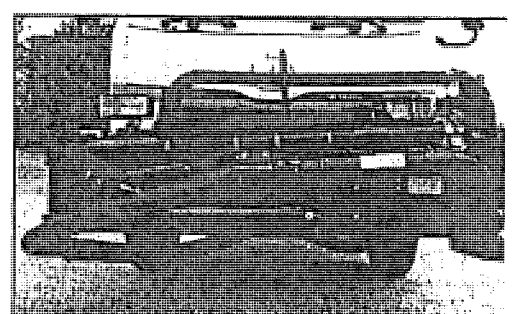
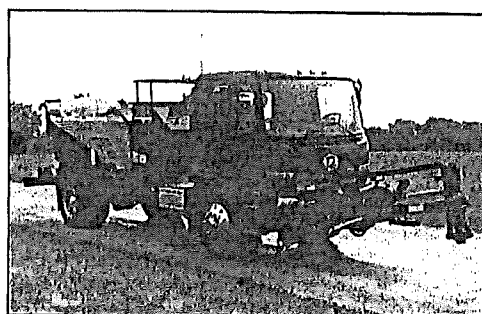
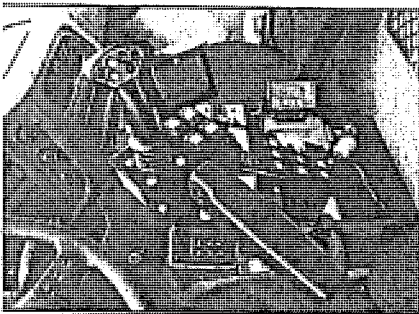
**Rosco**  
A Lull Company



The ultimate output of the RA-400, which is capable of correcting over 200 road defects in a single day by a single individual, has been deployed by contractors looking to maximize productivity while finding a cost-effective patching solution. The driver operated joystick performs a four-step spray injection process typically in less than one minute per repair. Including one of the largest emulsion tanks available in the market, the RA-400 patching boom extends and retracts providing a wide patching range with minimal required maintenance.

## Performance Features:

- Front Corner Mounted Boom for Greater Working Range
- VORTEC System (Vacuum Operated Rock Transfer Emulsion Control)
- 10' 3" x 7' Rectangular Aggregate Hopper
- 300 Gallon Liquid Asphalt Emulsion Tank
- Can Bus Plus 1 In-Cab Control System
- One Person Operation, Easy-to Use Joystick Controls
- Industry Leading Hydraulic "Patch on the Go" System
- Tier 4 Final 74 HP (55.2 kw) Kubota Diesel Auxiliary Engine
- 30" x 60" LED Rear Mounted Arrow Board
- Optional Hopper Aggregate Heater



# RA-400 Patcher Specifications



**Dimensions**

- Length: 28' boom retracted  
38' 5" boom fully extended
- Width: 8' 6"
- Height: 10'
- Weight: 18,000 lbs w/ standard chassis

**Chassis**

- Cab-over Peterbilt 220 (or equivalent)
- Engine: 240 hp (179 kw) diesel engine
- Gross vehicle weight: 33,000 lbs
- Single axle, rear

**Auxiliary Engine**

Kubota diesel engine  
Tier 4 Final - 74 hp (55.2 kw)

**Hydraulics**

- Dual hydraulic pump
- 28 gallons per minute, blower function
- 9 gallons per minute, all other functions
- Tank reservoir: 20 gallons

**Tank Capacity**

- 300 gallons

**Tank**

- Overnight heating, two 2,250 watt, 120v thermostatically controlled heater elements
- 5" diameter dial thermometer and emulsion level indicator, both visible from cab

**Insulation**

- Styrofoam-lined liquid asphalt emulsion tank

**Boom**

- Front-corner mounted boom, joystick controlled
- Folds and stows across front bumper
- Reach, extracted: 7' 5" radius
- Reach, extender: 11' 5"
- Patching area: 42 sq ft

**Compressed Air System**

- High volume, low pressure, positive displacement blower driven by truck hydraulics motor
- Capable of: 850 cfm @ 2,850 rpm

**Aggregate System**

- Low profile, 5 cu yard hopper
- Rectangular welded 10' 3" x 7' aggregate hopper
- Cab-controlled, adjustable slide gate in hopper
- Accepts aggregates up to 3/4"
- Plus+1 settings: rock flow, emulsion flow and air flow

**VORTEC System**

- Vacuum Operated Rock Transfer Emulsion Coating System (VORTEC)
- Utilizes no mechanical or moving parts
- Ease of access to clean/service slide gate

**Feed and Flush System**

- Air pressurized, deliver sufficient asphalt to cover aggregate at full feed capacity
- Delivery system capable of maintaining 60 psi
- 30 gallon minimum capacity, provisions for storing used flush material
- 3-way valve for flush, delivery and shut-off

**Operator Controls**

- One person operation from driver seat
- All patching functions in-cab, including cleaning, tack coating, patching and dust coating
- Single joystick control: boom swing, extend/retract and push button for up/down
- Push button operates: blow out mode, emulsion on/off, blower on/off, blow inc/dec, rock flow inc/dec and emulsion inc/dec

**Additional Standard Equipment**

- LED beacon light
- LED lights in the 30" x 60" arrow board, 13 light
- LED lights, stop, turn signals and tail lights

**Optional Equipment**

- Back-up/reverse camera with in-cab color display
- Larger arrow board 48" x 96"
- LED night working light package, 2 front, 1 rear
- 240V heater conversion in lieu of 120V
- Emergency triangle kit, flare, fire extinguisher
- Jet flush system
- Hopper Aggregate Heater



ST Engineering LeeBoy, Inc. ■ 500 Lincoln County Parkway Extension ■ Lenoir, NC 28092 ■ 704.966.3300  
[www.LeeBoy.com](http://www.LeeBoy.com)

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## Lynne Bauer

---

**From:** Matthew Kelm  
**Sent:** Thursday, June 8, 2023 9:18 AM  
**To:** Lynne Bauer  
**Subject:** RE: Committee #1 Meeting - June 13

Lynne,

I would like to get some items authorized for the Law Enforcement Grant so we can get that submitted. The grant period ends at the end of the year.

Right now we are sitting at about \$17,000 uncommitted for the grant.

I would like to use \$1,800 for the upcoming death investigation school  
I am refreshing the quote on the rifle shields and I expect to be able to order two shields for about \$7,500 each (\$15,000 total).

That would pretty much zero out that grant. Once the final costs are all in I can look at some smaller items to spend whatever remains.

Thanks,

Chief Matthew Kelm  
715-726-2703  
mkelm@chippewafalls-wi.gov

**From:** Lynne Bauer <lbauer@chippewafalls-wi.gov>  
**Sent:** Wednesday, June 7, 2023 3:54 PM  
**To:** Council Members - City <CityCouncilMembers@chippewafalls-wi.gov>; Paul Lasiewicz <plasiewicz@chippewafalls-wi.gov>; Bridget Givens <bgivens@chippewafalls-wi.gov>; Brad Hentschel <bhentschel@chippewafalls-wi.gov>; John Jimenez <jjimenez@chippewafalls-wi.gov>; Rick Rubenzer <rrubenzer@chippewafalls-wi.gov>; Rick Ruf <rruf@chippewafalls-wi.gov>; Joseph Niese <jniese@mycfpl.org>; Connie Freagon <cfreagon@chippewafalls-wi.gov>; Matthew Kelm <mkelm@chippewafalls-wi.gov>; Jason W. Thom <jthom@chippewafalls-wi.gov>  
**Subject:** Committee #1 Meeting - June 13

Good Afternoon-

Committee # 1 will be meeting on Tuesday, June 13<sup>th</sup> at 9:00 AM. Please get agenda items to me by tomorrow at 10:00 AM. Thank you!

Lynne Bauer  
City of Chippewa Falls  
Finance Manager/Treasurer  
30 W Central Street  
Chippewa Falls, WI 54729  
Population: 14,049 (Estimated)  
715-726-2765  
715-726-2759 (fax)

# CHIPPEWA FALLS POLICE

*Integrity • Compassion • Commitment*

TO: Finance Manager/Treasurer Lynne Bauer  
 FROM: Chief Kelm  
 DATE: Updated 5/24/2023  
 REF: PD items for consideration for 2023

| PD Items for ARPA/Bonding/Borrowing |  |  |  |
|-------------------------------------|--|--|--|
| Rank                                | Cost   | Funding Options  | Description                                      |
| 1                                   | \$49,450 (Installation and 2-year contract) est. | ARPA<br>Bonding/Borrowing?                                       | Flock Safety ALPR cameras                        |
| 2                                   | \$18,000 - \$36,000 est.                         | ARPA<br>Bonding/Borrowing?<br>WI DOA LE Grant Eligible           | Rifle Shields                                    |
| 3                                   | \$1,500 est.                                     | ARPA<br>Bonding/Borrowing?<br>WI DOA LE Grant Eligible           | Death Investigation Training                     |
| 4                                   | \$30,000 - \$50,000 est.                         | ARPA<br>Bonding/Borrowing?<br>Sale/Trade-in of existing Scooter  | Parking Enforcement Scooter                      |
| 5                                   | \$5,040 - \$10,315 est.                          | ARPA<br>Bonding/Borrowing?                                       | Leadership Training                              |
| 6                                   | \$125,000 est.                                   | ARPA<br>Bonding/Borrowing  | PD Roof  |
| 7                                   | \$33,000 est.                                    | ARPA<br>Bonding/Borrowing?<br>Sale/Trade-in of existing Squad(s) | Investigator Squad Replacement                   |
| 8                                   | \$35,000 est.                                    | ARPA<br>Bonding/Borrowing?<br>Sale/Trade-in of existing Squad(s) | K9 Squad Replacement                             |
| 9                                   | \$30,200 est.                                    | ARPA<br>Bonding/Borrowing?                                       | Taser 7 Replacement                              |
| 10                                  | \$21,525 - \$55,125 est.                         | ARPA<br>Bonding/Borrowing  | Police Department Flooring                       |
|                                     | \$4,200 Approved                                 | ARPA<br>Bonding/Borrowing?<br>WI DOA LE Grant Eligible           | Medical Response Bags (Approved – Funding TBD)   |
|                                     | \$3,987.60 Actual Cost<br>\$4,000 Approved       | ARPA<br>Bonding/Borrowing?<br>WI DOA LE Grant Eligible           | Traffic Safety Lighting (Approved – Funding TBD) |

Note: All costs are estimates unless otherwise noted and may be subject to change

Note: WI DOA LE Grant remaining amount is projected at \$16,464. Must be spent in 2024.

FLOCK Camera system Flock Safety | Flock Cameras

Cost: \$49,450 (installation and 2-year contract)

\$3,000 per year per camera + one-time installation of \$350 per camera

\$2,500 per year Advanced Search

**Recommend 7 cameras be installed**

*Note: Due to the nature of this item, I would want to provide further explanation via a Zoom and/or a PowerPoint presentation*

The Flock Safety camera system allows the use of Automatic License Plate Reader (ALPR) technology to be mounted on poles overseeing traffic in strategically located places in public locations to monitor various areas of the City and alert officers to wanted or stolen vehicles or vehicles of interest in crimes or in special cases such as Amber, Green or Silver Alerts. The public's knowledge of these cameras being used and the success of such cameras acts as a deterrent to criminal activity.

ALPRs have the ability, without human effort, to take multiple still photos of vehicles and quickly check wanted status, missing person status if a person is linked to a specific vehicle, or an Amber/Silver/Green Alerts. Suspect vehicles can be witnessed at a crime, such as a retail theft or assault, where the caller will provide dispatch with a color, make, model, plate number, etc. Often times, the callers are only able to get minimal information which makes it difficult to identify the suspect(s). Normal cameras capture the side of a car which is of limited value, Flock Safety ALPR cameras capture the really useful data.

Flock Safety's ALPR cameras are somewhat unique in that they not only detect a license plate number, but the software can also detect type of vehicle, color, unique characteristics, etc. Vehicles entered into a wanted list, based upon their involvement in reported criminal acts, that are detected by the ALPRs will cause a real-time alert to be sent to officers that a vehicle for which law enforcement is looking for drove by one of the cameras within the City.

A very common concern everywhere with this kind of system is privacy. Flock Safety is very aware of this and they focus on protecting personal data/privacy. They have put in place robust privacy features which include the following:

- Data is automatically deleted every 30 days unless saved by the department as evidence in a case;
- Data is securely stored in an encrypted cloud-based system required of law enforcement sensitive data and Flock Safety does not share or sell data to third parties;
- Only individuals approved by the Department will be allowed to access data. Even then these individuals must note the reason why and typically a case number showing a legitimate law enforcement purpose. In addition to that, the system records all access to data which can be audited on a regular basis; and
- Data collected is for specific vehicles – not people. These ALPRs do not have facial recognition.

All communities are concerned about privacy so it is worth noting that 1,500 communities in 42 states have looked at it and are choosing to use Flock Safety cameras.

In 2022 the nearby City of Rice Lake conducted a trial of the Flock Safety camera. They saw immediate results. In fact, during their initial training on the system they were able to confirm a suspect vehicle plate number involved in a hit/run crash to an occupied vehicle based off a known vehicle description and possible partial plate number.

Within just the 3-month trial period (from March-May) they were able to use the system to solve a variety of crimes and community concerns:

- March 4th – Stolen vehicle recovered based on an alert from ALPR on Main Street.
- March 19th – Report of teens shooting people with water beads on Main St. Only a vehicle description was provided. Officers were able to use the ALPR data to discover who the vehicle owner was. Parents were contacted and handled.
- March 20th – Stolen property complaint. Owner reported a theft from his business and provided a vehicle description. Officers learned vehicle owner through use of the ALPR data and contacted the suspect in less than an hour. Property was returned to owner.
- March 22nd – Domestic incident at local hotel. Suspect vehicle description was provided and license plate was discovered through ALPR data. Officer located vehicle within minutes.
- March 22nd – Suspect was wanted for a domestic incident. ALPR alert on Main St allowed officers to locate unoccupied vehicle fairly quickly. Suspect was located in the area and arrested.
- April 6th – Intentional gas drive-off at local gas station. Officer used ALPR data to locate correct vehicle and license plate number.
- April 14th – Stolen license plate from Montana. Officer was able to locate vehicle after ALPR alert and recovered license plate.
- April 21st – Suspect vehicle from a drug transaction was entered into the system. Approximately three hours later, officers located the vehicle based upon an ALPR alert and the suspect was taken into custody.

The City of Barron recently implemented Flock Safety Cameras. In the first 3 days they had two apprehensions completely due to the cameras.

A telling fact about the success of these cameras is that the City of Rice Lake decided to fund 8 cameras after the trial period ended. The City of Hudson installed 16 Flock Safety Cameras. These are significant investments for communities of this size. In addition, these area cities, this year the City of Altoona is also investing in Flock Safety cameras.

As a result of the successes realized by the City of Rice Lake, other law enforcement agencies in the area are reported to have or be considering adding Flock Safety ALPRs in their communities. This will undoubtedly reduce crime and improve efficiencies in law enforcement in this area. Each community with Flock Safety cameras can, and typically does, choose to share their data with every other community. The outstanding thing about Flock Safety cameras is that the more communities that have them, the more crimes and criminal activity can be solved. This can make it an amazing force multiplier for police.

The cost to lease a Flock Safety ALPR is \$3,000 per year / per camera\*. There are also miscellaneous costs for set up or to move cameras. Instead of the added cost and difficulty of connecting these cameras to city electrical power, they have a solar power option similar to our speed boards. The City of

Rice Lake has been using these cameras over the last several years and the solar panels have provided power in all weather conditions without maintenance.

Another interesting characteristic is that Flock Safety ALPR cameras can also be sold to private persons/groups/businesses to help keep local neighborhoods safe. This is an opportunity to further work with members of the community, specifically businesses, to expand the use of such cameras. In doing so, the Department could further support its' mission of community policing and well as potentially offset the cost of some of these cameras. Finally, we can reach out to area businesses to see if they would be willing to fund some of these cameras near their businesses.

The Flock Safety Advance Search feature allows our officers three additional features. First, is the Convoy Analysis feature. This feature allows a user to search any license plate, plus or minus one minute of a suspect vehicle. This would be helpful in identifying accomplice vehicles. Second, it allows users to conduct a Visual Search. Here a user can upload a known suspect vehicle picture and search all cameras for it. This would be beneficial in attempting to locate suspect vehicles where the license plate cannot be read from a security camera, but the vehicle has special features which are not searchable in the current program such as a ladder in the rear of a pickup truck at an odd angle. Lastly, it allows users the ability to use a Multi-geo search. This search would be used to search several cameras over different periods to look for a vehicle. This would be helpful to locate a vehicle which participated in multiple thefts at different known times. This feature costs \$2,500 each year. Flock Safety does offer a 30 day no cost opt out trial. Additionally, the contract can be ended after the 2-year period without cost.

\*If the city decides to move ahead on this before April 1 the cost per camera per year is reduced by \$500. This would mean a savings of \$7,000.

### **Rifle Shields**

**Cost \$9,000 per shield. (requesting 2-4 shields)**

Our current ballistic shields will not stop rifle rounds which are being seen more often in shootings, including the recent school shooting in TX. Advances in portable shields now allow for much lighter armor that can be carried as a shield to help protect them from head to toe from rifle fire. The shield we have tested only weighs 17lbs, meaning patrol officers can deploy it effectively, even in longer duration critical incidents.

This armor protects from some 5.56mm and 7.62 mm rifle ammunition and also provides additional protection from handgun rounds. This is exceptionally thin and lightweight compared to older rifle shields that were so heavy they were virtually unusable as a portable solution.

Officers have tested this version of the shield and it will work for us.

If approved this amount would allow us to order and have in place several shields making it more likely a shield will be available on scene when it is needed.

### **Death Investigation Training**

Cost: \$1,500 per student

With the recent retirement of Lt. Brian Micolichek and the promotion of Inv. Drew Zehm to Sergeant, we need to develop new trained death investigators in our Investigation Division. As you might expect, this is highly specialized training.

The premier training for this is the State of Wisconsin - Department of Criminal Investigations (DCI) Death Investigations school. The cost per student is estimated at \$1,500 which, given our other training needs, is a significant cost. This is an eligible expense for the 2022-2023 WI- DOA Law Enforcement Grant.

This is a school is in high demand state-wide and typically only one student is accepted per department per year. (Note: if we have the opportunity to send two I would like to do that.)

### Parking Enforcement Scooter

**Cost: \$30,000 - \$50,000 Estimated**

Our current parking scooter was purchased in 2020. After years of use it is just too underpowered to be a long-term solution in the winter. The number of options are extremely limited, especially with today's supply chain issues, as the unit has to have center or right hand steering.

One options is \$46,600. This would be a right hand steer 2023 Jeep Wrangler 4dr Sport. This vehicle is expensive, but would serve our needs for many years to come. This is what ECPD uses for Parking Enforcement.

A second option would be a Westward Industries Parking Enforcement Vehicle. These are vehicles specifically designed for parking enforcement. The closest dealer is out of Minneapolis.

- \$29,925 Go4 Parking Enforcement Vehicle – gasoline powered. Our previous parking scooter was a Go4 and it lasted a very long time. [GO4 Parking and Enforcement Vehicles | GO4 | Westward Industries](#)
- \$36,750 MaxEV 4-wheel Electric. 4 or Rear-wheel drive. Battery lasts 2000 recharges or (typically 5-8 years depending on use and environment) [MAX-EV 4 Wheel LSV | Electric Utility Vehicle \(westwardindustries.com\)](#)

From what I was able to see on-line, our current Gem E2 may have a sale or trade in value of an estimated \$8,000.

### Leadership Training

Cost: \$5,040 - \$10,315

With recent retirements of senior supervisors, the PD is faced with Sergeants and Lieutenants with very little experience in their current role. As you can see below, I am by far the most senior in my role with a little under 7 years as Chief. The drop off after that is steep.

Supervisors time in current role (as of the end of Apr 2023):

|                            |                  |
|----------------------------|------------------|
| Ryan Douglas as Lieutenant | 13 months        |
| Korry Boos as Lieutenant   | 2 months         |
| Sheridan Pabst as Sergeant | 3 years 7 months |
| Stephen McMahon            | 1 year 6 months  |
| Drew Zehm                  | 10 months        |
| Cody Monson                | 2 month          |

Also, all officers are sent to a first line supervisor course when they hit 5 years of experience as this is the minimum amount of experience to be promoted to Sergeant. This year that will be James Harper and Nathan Bowe.

We cannot purchase experience, but we can do the next best thing by sending them to training. Succession planning is crucial for any organization and especially so for police departments.

These are the training sessions that are needed. These are all vetted, top level courses:

- Drew Zehm and Cody Monson
  - Leadership in Police Organizations - \$4115 (yet to be accepted)
- Ryan Douglas
  - Command College - \$2000 (yet to be accepted)
  - or
  - FBI-LEEDA Executive Leadership Institute – \$840
- James Harper and Nathan Bowe
  - FBI-LEEDA Supervisor Leadership Institute – \$1680
- Sheridan Pabst
  - FBI-LEEDA Command Leadership Institute – \$840
- Korry Boos
  - FBI-LEEDA Executive Leadership Institute – \$840

Sending our supervisors to these trainings this year will help out significantly in addressing this concern. This is a one-time cost to get us to a good level. Future leadership training can be more incremental and should be able to be folded into our normal operational training budgets.

If all of the officers are accepted to these courses that would account for 46% of our total training budget. With the Lieutenant of Investigations and both general investigators all being new and requiring a large amount of specific training in addition to our normal annual training needs, we will almost certainly be over our operational training budgets without this being approved.

PD Roof

Cost: Subject to Bidding Process (\$125,000 est.)

As noted in my annual budget justification sheets for the Building Maintenance account, the PD roof is well over its intended lifespan. The PD roof is 10,171 Sq Ft.

To my knowledge the roof has never been replaced, which means it is likely the same roof that was installed in 1990 when the Police Department building was constructed. My understanding is that the type of roof installed was a 20-year roof. Therefore, we are in year 33 on a 20-year roof.

To their credit, our maintenance personnel along with outside roof vendors have been able to keep the roof functional well in excess of its intended lifespan. Regardless, we are now seeing repeated leak issues that we have not been able to fully resolve.

Historical PD Building roof repairs:

- In 2020 we spent \$329 on roof repairs
- In 2021 we spent \$825 on roof repairs
- In 2022 we spent \$2,300 on roof repairs

#### Investigator Squad Replacement

Cost: \$33,000

We have an Investigator squad which is a 2018 Ford Explorer with apparent transmission issues that we would like to replace with a vehicle similar to what we did last year. Last year our 2009 Chev Impala investigator squad that was replaced with a Honda CRV. This has been an outstanding vehicle for the police department with excellent gas mileage for travel to training sites. As expected it blends in with other vehicles for surveillance work and everyone here enjoys using it.

Last year this replacement was estimated to cost \$33,000 and we were able to get that down to \$25,000 with a good trade-in.

*Note: We have several PD vehicles that could be sold or traded in to defer this cost.*

#### K9 Squad Replacement

Cost: \$35,000 estimate

The K9 Squad is a 2019 Chev Tahoe with 46,000 miles. The vehicle was purchased at the state bid price of \$36,000. A 2023 Chev Tahoe would have cost \$24,567 with the trade in of our current squad. Current pricing is unknown, but estimated to be more than the 2023 price. I would project a changeover cost of \$5,000 to move the equipment into a new vehicle. Essentially replacing a four-year-old vehicle while it still has good value with a new vehicle at the municipal pricing.

*Note: We have several PD vehicles that could be sold or traded in to defer this cost.*



### Taser 7 Replacement

**Cost: \$30,200 for 10 Taser 7 CEW**

The Conducted Energy Device (CED) in use by the CFPD is the Taser X26 and X26P. Both models are being phased out in favor of the Taser 7 by Axon. Although batteries and cartridges are still available, Axon has advised Taser instructors that end of life is on the horizon for the X26 models.

The Taser 7 has several advantages over the X26 models including a better sighting system, availability of a second shot without reloading and stronger darts able to connect through more clothing. It also has rechargeable batteries. The Taser 7 has a recommended service life of 5 years.

<https://www.axon.com/products/taser-7>

CED is an important less lethal use of force option for the police department that has been in continual use for well over a decade. Over the last 6 years the Taser has been used to de-escalate situations 49 times just by being pointed towards the suspect and 13 times by actually being deployed.

### Police Department Flooring

**Cost Option #1: \$21,525 to purchase materials for later installation. Flooring styles are commonly discontinued from year to year. (2021 price + 5%)**

**Cost Option #2: \$55,125 full project (2021 price + 5%)**

The carpet flooring in the police department is in poor condition and needs replacement due to 24/7 use of the floor by 29 employees and visitors over the last decade.

### Police Department Desks

**Cost: \$4,000**

Two of the investigator offices need new desks. These desks are custom made to the office room dimensions and match the existing office that does have a new desk. See quote.

Currently there is no desk for our parking enforcement worker to use. She will need the ability to work at a desk on her computer to manage the parking enforcement program as well as to check her email and other office tasks. Finding a desk that will match the other furniture in the records area is estimated at \$1,000 or less.

### Medical Response Bags (approved – funding TBD)

**Cost: \$4,200**

**\$1,800 for 6 Go-bags at \$300 per bag**

### **\$2,400 for 3 Mass Causality Response Medical Bags at \$800 per bag**

In many cases Patrol Officers will arrive on scene and provide medical aid either before EMS arrives or while the scene is not secure and EMS cannot come in to provide aid. Patrol Officers require these types of items to be readily accessible to them in the field as seconds and minutes matter greatly in preserving life.

#### Go-bags

In 2015 The Chippewa Falls Police Department purchased several "go bags" for each patrol vehicle in the fleet. Go-bags are small bags of gear and resources meant to supply officers with a small amount of additional supplies in special situations. They contain medical supplies, additional ammunition and access cards.

Over the last 8 years they have seen their fair share of wear and tear. Given the status of the satchel style bags, they need replacement. After 8 years of use and research we have determined a backpack style bag is a better option. The cost of each Bag and Medical supplies is approximately \$300. To fully outfit 6 patrol vehicles (the K9 vehicle is already properly equipped), it will cost approximately \$1,800.

Some of the medical supplies in the bags will have an expiration date of 3-5 years depending on product. As with our current situation there will be a reoccurring cost associated with QuickClot and Bandages.

#### Mass Causality Response Medical Bags

Given the current state of affairs nationally it is our desire to further prepare ahead of time and also purchase 3 Mass Causality Response Medical Bags to be carried in 3 of the 7 squads.

Chippewa Falls itself has experienced a mass casualty event in 2019 involving three victims stabbed on Bridgewater near Marshall Park. We saw during that incident that even with only three victims and EMS in town, we quickly exhausted the medical supplies we had at hand with only the go-bags. The current medical supplies we have in each patrol vehicle are designed provide aide to one victim. With each kit officers on scene could provide aide to multiple individuals with one bag. By outfitting three patrol vehicles it will increase our odds of having access to medical supplies in the field when it is needed, without have to run back to the Police Department.

#### Traffic Safety Lighting (approved – funding TBD)

**Cost: \$2,800-\$6,000**

Keeping personnel safe on roadways during traffic crashes or other roadway closure related events is of critical important. The majority of officers killed in the line of duty has historically been while directing traffic. Locally this includes both our own Officer Donald Spike and Deputy Jason Zunker with the Chippewa County Sheriff's Dept.

Currently the CPFDD uses road flares for lighting at night for these scenes. However, these flares are dangerous, cannot be turned off and shouldn't be left at a scene. They also require being replaced every 20 mins.

Both Eau Claire and Chippewa County Sheriff's Departments have transitioned to the PowerFlare traffic roadway safety lighting as an option: Cone Kit with 4 PowerFlare Soft Pack – PF Distribution Center (pfdci.com). These are rugged electronic lighting units that are more visible to traffic and are able to be used in conjunction with our existing expandable cones we have now.

The PowerFlare has a runtime of 44 hours per \$3 battery, they are safe to use and provide better lighting than road flares or cones alone.

- ✓ \$2,800 will equip the seven marked patrol squads
- ✓ \$6,000 will equip all police vehicles including the SRO squads, investigations, parking enforcement and admin vehicles

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These items are just for the PD, as requested.

However, I feel the city should consider the long-term savings that taking advantage of the Focus on Energy program for lighting replacement city-wide. Also, I am still an advocate for an employee bonus of some type for our employees working through COVID without any disruption to the public for city services.

## Lynne Bauer

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**From:** Matthew R Boos  
**Sent:** Wednesday, May 3, 2023 2:01 PM  
**To:** Lynne Bauer  
**Cc:** Rick Rubenzer  
**Subject:** Scissor Lift

Lynne,

With the help of Scot, I was able to get a price on a Genie Lift. He gave me a used price and a new price. I asked him about the used ones and he said they put new batteries in the machines and give them a new paint job and decals before selling them. The model he has in stock are from 2012 but if we want to get a new one I'm good with that too and we would get a warranty.

Brand Genie  
GS-1930  
New \$15,750 3 Year Warranty  
Used \$9,000 no Warranty

Matt Boos  
Water Supervisor  
City of Chippewa Falls  
715-720-6981  
Cell: 715-828-8739

**CITY OF CHIPPEWA FALLS  
JOB DESCRIPTION  
CIVIL ENGINEERING TECHNICIAN/RESIDENT PROJECT REPRESENTATIVE  
June 2023**

**GENERAL STATEMENT OF DUTIES**

Under general supervision of the Director of Public Works/remove / Replace City Engineer with Utilities Manager or his/her designated representative, to perform office work, field work and inspection work related to Public Works construction and maintenance projects and to perform related or other functions as may be assigned.

**ESSENTIAL FUNCTIONS OF THE POSITION INCLUDE BUT ARE NOT LIMITED TO:**  
Perform specific duties assigned by Director of Public Works/Utilities Manager or City Engineer.

Perform typical surveying functions such as operating a Carlson Remove Carlson GPS unit, total station, automatic level and other survey equipment, taking topography, levels and construction staking, notes and grades.

Perform drafting of street plans and record draws and As Built, revisions and updates of maps, survey calculations, general office work and calculations and estimates pertaining to public works construction projects.

Assists Civil Engineer and City Engineer with or performs project design, construction estimates and quantity calculations, bid quantitative analysis

Locate existing City infrastructure as requested through Digger's Hot Line.

Reviews existing records in preparation for street design

Responsible for PASER Street Surface System including the physical surface rating of all city streets

Performs Traffic Counts as directed and responsible for placement, purchase and maintenance of traffic counters.

Perform Inspection/Observation on street construction and maintenance projects and keep records of construction.

Provide information from records to the public, contractors, utility representatives and other City departments.

GIS, asset management for City of Chippewa Falls infrastructure. Remove entire sentence

Related work and other functions that may be assigned.

**ESSENTIAL KNOWLEDGE AND ABILITIES**

Ability to use surveying and drafting instruments.

Ability to use AUTOCAD/Civil 3D.

Ability to communicate effectively with the public and contractors.

Ability to take and reduce standard field notes.

Ability to perform surveying computations.

Knowledge of Public Works construction materials, methods and practices.

**DESIRABLE TRAINING AND EXPERIENCE**

Possession of a 2 year Associate Degree as a Civil Engineering Technician or a combination of civil engineering or related education and experience in surveying, construction inspection or observation, and civil engineering drafting. A basic understanding of and working knowledge of GIS is a plus.

Must possess a valid driver's license.



"Responsibility for a better tomorrow"

715-726-7999

1000 Chippewa Falls, WI 54729

715-726-7999

Chippewa Falls, WI 54729



Recycling Division  
(715) 726-7999

*Liberty, Justice Under Law - Honor - Integrity*

May 23, 2023

Lynne Bauer  
Finance Manager/Treasurer  
30 W Central Street  
Chippewa Falls WI 54729

Dear Lynne,

This letter serves as written notice that Chippewa County intends to renew the 66.30 intergovernmental agreement with the City of Chippewa Falls for the administration of the city's recycling program for 2024 and 2025.

The County proposes a 2.5% increase to calculate the two-year contract amount at \$10,269.23 (2023's rate) x 2.5% = \$10,525.96/yr.

If you have any questions please call me at 715-726-7999.

Sincerely,

Renee Yohnk  
Recycling Coordinator

cc: Committee #4 Chairman

## INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is between the City of Chippewa Falls, ("City") and Chippewa County, ("County") as follows:

WHEREAS, pursuant to section 66.30 Wis. Stats., the City has agreed to contract with the County as its agent, and the County has agreed to act as such agent, for the administration of the City's recycling program, and

WHEREAS, this agreement allows the City to obtain personnel and administrative services as needed and as determined necessary to carry out the City's recycling programs.

### WITNESSETH:

1. The City hereby agrees to engage the County and the County agrees to provide personnel and administrative services to carry out the City's recycling programs.
2. A description of the recycling tasks and roles is attached as Exhibit A and made a part hereof, and is titled Chippewa County Solid Waste and Recycling Responsibilities for the City of Chippewa Falls Contract. The definition and functions set out the scope of services under this agreement. In addition, the City may, from time to time, make other specific directives in mutual agreement with the County to carry out current and future recycling programs.
3. The parties recognize and agree that the City recycling program is a component of the City Solid Waste Management Plan (as amended from time to time), and that some solid waste issues are involved as part of the recycling program.
4. The County agrees that the personnel who administer the program will have the knowledge, ability, training, and experience as set out in Exhibit A. The County shall select the personnel to provide the services herein.
5. The City shall pay to the County for said services the sum of \$10,525.96 per year (290 hours = \$877.16 monthly).
6. The term of this agreement shall be through December 31, 2025. This agreement shall be renewable on the same terms and conditions for successive two-year periods. Written notice of intent to renew shall be delivered to the other party at least 60 days prior to the expiration of the term of this agreement or any renewal hereof, with the other party having 30 days thereafter to signify its agreement to renew. Notwithstanding the foregoing, either party may terminate this agreement without further obligation on 30 days written notice. This ability to terminate applies to 2024 and any time thereafter.
7. The parties agree and understand that the sole cost to the City hereunder shall be the payments as set out in paragraph 5, above. Normal and customary office space, clerical assistance, equipment, and supply costs shall be at the expense of the County



and shall not be separately or additionally billed to the City. However, all postage, letterhead, envelopes and recycling carts will be paid by the City through existing City accounts.

8. In connection with the performance of this agreement the parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicapped, sex, physical condition, developmental disability, as defined in sec. 51.05(5), Wis. Stats., political affiliation or national origin.
9. Each party to this agreement shall hold and save each other, its officers, agents, and employees, harmless from any liability of any nature or kind, including costs and expenses, for or on account of any and all suits or claims for damages of any character whatsoever resulting from injuries or damages sustained by anyone in the performance of services under this agreement.
10. The parties agree that the County shall act as the agent of the City under this agreement. However, the personnel performing such services shall at all times be and remain employees and/or agents of the County and not of the City. Personnel providing services under this agreement shall not be eligible for wages, salaries, fringe benefits, unemployment compensation, worker's compensation, health or life insurance, or any other form of payment through or on behalf of the City.
11. Notices hereunder shall be provided to the following representatives of the parties:

City: Lynne Bauer  
Finance Manager/Treasurer  
30 West Central Street  
Chippewa Falls WI 54729

County: Lynda Schweikert  
Department Director  
Department of Land Conservation & Forest Management  
711 N Bridge Street  
Chippewa Falls WI 54729

12. This agreement represents the entire agreement between the parties and may not be changed, amended, or modified unless agreed to by each party in writing.

The parties hereto, having read and understood the entirety of this agreement consisting of three pages, and Exhibit A consisting of one page, hereby affix their duly authorized signature.

Exhibit A

Chippewa County  
Solid Waste & Recycling Responsibilities  
for the City of Chippewa Falls Contract

1. Program Responsibilities

- a. Represent the City at County, regional and other meetings dealing with recycling and related topics.
- b. Provide technical assistance and information to the Committee #4 – Recycling. Attends committee meetings as necessary.
- c. Assist with the preparation of studies, reports, grant applications and projects in accordance to instructions of the Committee #4 – Recycling.
- d. Act as public contact person for matters relating to recycling.
- e. Publicize special recycling events and disseminate regulatory information.
- f. Assist the city with the Request for Proposal development for their curbside recycling program.
  1. Draft revisions to the Request for Proposal. Review with city administrator and city attorney.
  2. Conduct public notice for RFP.
  3. Conduct direct mailing of the RFP's to recycling contractors.
  4. Draft revisions to the curbside recycling contract. Review with the city attorney. Contract signing will occur between clerk, mayor, and recycling contractor.
- g. Prepare city recycling brochure.
- h. Monitor contract requirements with hauler for curbside pick-up.
  1. Receive and approve proposed recycling cart from contractor.
  2. Receive daily phone calls and compile log from city residents regarding the following:  
Cart requests; Brochure requests; Missed Pick-ups; Concerns
  3. Conduct monthly compliance checks to approve payment to the recycling contractor.
  4. Receive cart distribution reports, signed monthly tonnage reports and signed yearly tonnage reports and maintain the record. In the event reports are not turned in by the recycling contractor, the County/City personnel will develop a Compliance Status Report for review by city attorney and consideration by Committee #4 to withhold monthly payments to the recycling contractor.

2. Fiscal Responsibilities

- a. Assist with the development of a solid waste/recycling budget and review fiscal reports with the Committee #4 – Recycling.
- b. Furnish financial reports to the Committee #4 – Recycling and City Council as needed.
- c. Maintain documentation file for grant.
- d. Prepare grant documentation for reimbursement of costs.

City of Chippewa Falls

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynne Bauer  
Finance Manager/Treasurer

Dated: \_\_\_\_\_

\_\_\_\_\_  
Robert Ferg  
City Attorney, and approved as to form.

Dated: \_\_\_\_\_

Chippewa County

\_\_\_\_\_  
Randy Scholz  
County Administrator

Dated: \_\_\_\_\_

\_\_\_\_\_  
Lynda Schweikert  
Department Director

Dated: \_\_\_\_\_

I hereby certify that sufficient funds exist in the accounts of the City of Chippewa Falls to pay for and meet the financial obligation incurred hereunder.

\_\_\_\_\_  
Lynne Bauer  
Finance Manager/Treasurer



**Minutes  
Committee #2  
Labor Negotiations, Personnel, Policy & Administration  
June 15, 2023**

**Committee #2 met on Thursday, June 15, 2023 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.**

Committee Members present: John Monarski, Chuck Hull, and CW King

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer; Public Works Director/Utility Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Fire Chief Jason Thom; Police Chief Matt Kelm; Parks, Recreation, and Forestry Director John Jimenez; Battalion Chief Justus Busse; Water Supervisor Matt Boos; and City Clerk Bridget Givens.

Call to Order: 9:00 am

**1. Discuss potential changes to the Engineering Tech position. Possible recommendations to the Council.**

The previous Engineering Tech was hired as the City's Civil Engineer, creating a vacancy. A revised job description was presented and reviewed with the Committee. It was noted that Committee #1 recommended changing the pay grade for this position, resulting in a starting wage of \$27.08/hr. Funding for the wage increase is available due to the open positions in the Engineering Department.

**Motion by Hull/King** to recommend Council approve the revised job description and pay grade change for the Engineering Tech position. **All present voting aye, motion carried.**

**2. Discuss revisions to the Firefighter/EMT Job Description. Possible recommendations to the Council.**

Fire Chief Thom advised the Committee of a recent retention/recruitment meeting, where the option was discussed to hire firefighters who have not yet received their paramedic licensure, but are on track to do so. Conditional offers have been made to two candidates who will graduate in August. Changing the job description gives the option to hire these individuals prior to graduation, and they would have 120 days from graduation to obtain their paramedic license. This will offer flexibility as the City previously waited until individuals had their paramedic license before hiring. It was noted the job description does not state that paramedic licensure must be obtained within 120 days, and it was recommended for incorporation into the job description.

**Motion by Hull/Monarski** to recommend Council approve the Firefighter/EMT job description with the inclusion of the requirement to obtain paramedic licensure within 120 days. **All present voting aye, motion carried.**

**3. Discuss appointment of an interim Department of Public Works/Utility Manager. Possible recommendations to the Council.**

Based upon the upcoming retirement of Rick Rubenzer, it is necessary to appoint an interim Director until such time as his position is filled. This item will need to go to Committee #1 to discuss a temporary pay increase for the added responsibilities for the individual.

**Motion by Monarski/King** to recommend Council appoint City Engineer, Bill McElroy, as interim Director of Public Works/Utility Manager effective July 7, 2023. **All present voting aye, motion carried.**

**4. Discuss hiring a temporary person in the Street Department to do traffic painting. Possible recommendations to the Council.**

Due to a recent incident in the Street Department, the individual trained to perform traffic painting for the City is unable to work. A retiree who previously performed these responsibilities is willing to come back on a seasonal, temporary basis. There will be no benefits associated with the position, and Committee #1 recommended a pay range of \$15 - \$20/hr.

**Motion by King/Hull** to recommend Council approve the hiring of a temporary, seasonal position to perform traffic painting responsibilities with funding to come from the existing Street Department Budget. **All present voting aye, motion carried.**

**5. Discuss requests for pay adjustments and the possibility of conducting a wage study. Possible recommendations to the Council.**

Bauer advised that a number of requests for pay adjustment have been received from various departments, and it may be time for the City to consider a wage study. It was noted that the administrative pay grid was developed in 1999. Bauer would like to ability to investigate cost and the possibilities for conducting the study. It was thought the study itself could potentially be paid for through ARPA funds.

**Motion by Monarski/King** to recommend Council authorize Finance Manager/Treasurer Bauer to explore the options and cost of conducting a wage study. **All present voting aye, motion carried.**

**6. Adjournment**

**Motion by Hull/King** to adjourn at 9:25 am. **All preset voting aye, motion carried.**

Minutes submitted by:  
John Monarski, Chair

**CITY OF CHIPPEWA FALLS**  
**JOB DESCRIPTION**  
**CIVIL ENGINEERING TECHNICIAN/RESIDENT PROJECT REPRESENTATIVE**  
June 2023

**GENERAL STATEMENT OF DUTIES**

Under general supervision of the Director of Public Works/remove / Replace City Engineer with Utilities Manager or his/her designated representative, to perform office work, field work and inspection work related to Public Works construction and maintenance projects and to perform related or other functions as may be assigned.

**ESSENTIAL FUNCTIONS OF THE POSITION INCLUDE BUT ARE NOT LIMITED TO:**

Perform specific duties assigned by Director of Public Works/Utilities Manager or City Engineer.

Perform typical surveying functions such as operating a Carlson Remove Carlson GPS unit, total station, automatic level and other survey equipment, taking topography, levels and construction staking, notes and grades.

Perform drafting of street plans and record draws and As Builts, revisions and updates of maps, survey calculations, general office work and calculations and estimates pertaining to public works construction projects.

Assists Civil Engineer and City Engineer with or performs project design, construction estimates and quantity calculations, bid quantitative analysis

Locate existing City infrastructure as requested through Digger's Hot Line.

Reviews existing records in preparation for street design

Responsible for PASER Street Surface System including the physical surface rating of all city streets

Performs Traffic Counts as directed and responsible for placement, purchase and maintenance of traffic counters.

Perform Inspection/Observation on street construction and maintenance projects and keep records of construction.

Provide information from records to the public, contractors, utility representatives and other City departments.

GIS, asset management for City of Chippewa Falls infrastructure. Remove entire sentence

Related work and other functions that may be assigned.

**ESSENTIAL KNOWLEDGE AND ABILITIES**

Ability to use surveying and drafting instruments.

Ability to use AUTOCAD/Civil 3D.

Ability to communicate effectively with the public and contractors.

Ability to take and reduce standard field notes.

Ability to perform surveying computations.

Knowledge of Public Works construction materials, methods and practices.

**DESIRABLE TRAINING AND EXPERIENCE**

Possession of a 2 year Associate Degree as a Civil Engineering Technician or a combination of civil engineering or related education and experience in surveying, construction inspection or observation, and civil engineering drafting. A basic understanding of and working knowledge of GIS is a plus.

Must possess a valid driver's license.



# Chippewa Falls Fire and Emergency Services Department

211 Bay Street, Chippewa Falls, WI 54729  
(715) 723-5710 (715) 726-2751 Fax

|                              |                        |
|------------------------------|------------------------|
| <b>Position:</b>             | <b>FIREFIGHTER/EMT</b> |
| <b>Reports to:</b>           | Fire Chief             |
| <b>Union Representation:</b> | Represented            |
| <b>Written By:</b>           | Fire Chief, Jason Thom |
| <b>Revised Date:</b>         | <b>06/12/2023</b>      |

## GENERAL STATEMENT OF RESPONSIBILITIES:

Leads by example with a positive and professional attitude, with a teamwork approach to effectively achieve our department's visions, values and mission. The Firefighter/EMT responds to all types of fires and/or medical emergencies and performs those duties required for the effective control and suppression of fires and successful rescue operations.

## HOURS:

The Fire Fighter/EMT works an average of 56 hours per week by being on duty for three 24 hour duty shifts on a rotating nine day cycle. The 24 hour duty shifts begin at 07:00 am and goes until 07:00 am the following day. The Firefighter/EMT is on call for emergencies 24 hours a day.

## DISTINGUISHING FEATURES:

Firefighter/EMT may perform many types of hazardous duties during emergency situations and under extremely adverse conditions.

## DUTIES:

- Responds to all fire alarms, fires, medical emergencies and other emergency calls during a shift and as required
- Performs all maintenance and housekeeping functions associated with the good order of the fire station and facilities
- Attends classes, drills and lectures on fire suppression, fire prevention, rescue emergency first aid and any other training subjects as directed
- Performs all general duties related to fire suppression and rescue including climbing, running, lifting, crawling, laying out fire hose and any other duties as directed
- Gives public education safety presentations to various community groups and organization, and the general public
- Firefighting duties and medical treatment of patients
- Inspects and maintains all types of medical equipment and supplies
- Performs any other duties as directed or required



|  |
|--|
|  |
| <b>QUALIFICATIONS:</b>   |
| <ul style="list-style-type: none"><li>• Ability to work in harmony as a member of a fire suppression team</li><li>• Ability to work under stress during dangerous and extremely adverse conditions</li><li>• Nationally Registered and/or Wisconsin State licensed as an EMT</li><li>• Certification as Firefighter 1</li><li>• Must possess a valid Wisconsin State driver's license</li><li>• Maintain CPR certification</li></ul> |
| <b>TRAINING AND EXPERIENCE:</b>  |
| <ul style="list-style-type: none"><li>• Graduation from high school supplemented by technical college courses in firefighting, fire prevention, rescue, hazardous materials response, CPR/First Aid, EMT certification, supervisory methods and related subjects; or any combination of training and experience which provides the required knowledge, skills and abilities.</li></ul>   |

PARKS, RECREATION & FORESTRY BOARD MEETING  
Tuesday, June 13, 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, Heather Martell  
Absent: Reggie Geissler and John Abbe  
Staff present: John Jimenez and Jack Hays
2. Approval of Minutes: May 9, 2023. **Motion by Siebert/Agnew to approve minutes of May 9, 2023. Motion passed.**
3. Personal Appearances by Citizens. None.
4. Discuss/Consider Special Event Applications. WWIB is celebrating 50 years of broadcasting at Riverfront on Saturday, August 26, 2023. Summary of events presented by Terry Steward. **Motion by Siebert/Arneberg to approve as proposed. Motion passed.** Family Radios family event on Saturday, June 24, 2023, at Marshall Park. **Motion by Siebert/Arneberg to approve as proposed. Motion passed.** Pentecostal Assembly Church worship service/picnic at main pavilion/activity building on August 13, 2023. **Motion by Siebert/Arneberg to approve as proposed. Motion passed.** Down Syndrome Awareness Walk on September 24, 2023, at main pavilion at Irvine Park. **Motion by Arneberg/Siebert to approve as proposed and because of amount of people with rental of activity building. Motion passed.**
5. Discuss/Consider
  - a. Park Board Elections of Officers.  
Motion by Siebert/Stowell to nominate Beth Arneberg as president, no other nominations or objections. Motion by Siebert/Arneberg to nominate John Abbe as vice president; no other nominations or objections. Motion by Arneberg/Siebert to nominate Audrey Stowell as secretary; no other nominations or objections. Motion by Siebert/Agnew to cast unanimous vote for all nominations. Motion passed.
  - b. Update on Flag Hill. John Jimenez discussed Phase 2, which includes stairs, plaza, parking lot, playground and pavilions. Survey is being done. Discussed inclusive playground amenities and possibility of involving community members/organizations.
  - c. Pool Committee. Pool had a busted pipe. It has been fixed and will open on Friday, June 16. John J. discussed committee ideas, visual of attractions; committee is coming up with plan for sponsorship, donations and grants. Discussion regarding various aspects of pool including amenities, separation of areas to keep parts of pool open longer when staff is limited and possibility of indoor space. John is going to contact a couple of different contractors in order to come up with scope.

- d. Old Park Benches. There are numerous old benches in various places of park. Staff member has suggested selling benches we do not wish to retain. John J. will explore how we can do this.
  - e. Special Events Application Update. **Motion by Arneberg/Siebert to approve verbiage that tents, canopies, and inflatables use sandbags instead of stakes in special event application. Motion passed.**
  - f. Update Casper Directional Sign. John J. wants to update the sign to Casper Park to include the Disc Golf Course. He's received a quote for \$652.00 for a new sign. **Motion by Siebert/Martell to approve sign and take funds from Casper donation fund to cover costs. Motion to pass.**
  - g. Recreation Report. Jack gives recreation report. Has hired enough lifeguards to open but working to have more. Zumba is being held Monday mornings and Wednesday evenings around swimming lessons. Discussed soccer, archery, Art in the Park, zookeeper, tee ball, and pickleball programs.
  - h. Director Report. John provides an update on fountain at Riverfront. Water was put in it today. An additional sump pump will be put in. Insurance paid for repair, after deductible. Seasonals are here so staff has been able to catch up on some forestry issues. Movie at the Park had to be improvised because of the wind. Looking at alternatives for a screen to show movie on. Concert this Sunday and then on July 2. Working on updating brochures.
6. Approve Claims. Discussion regarding claims. **Motion by Siebert/Martell to approve claims in the amount of \$247,069.19. Motion passed.**
  7. Park Board Members' Concerns or Comments. Stair area behind the pavilion to Duncan Creek needs to be repaired.
  8. Adjournment. **Motion by Siebert/Agnew to adjourn at 8:03 p.m. Motion passed.**

Submitted by:  
Audrey Stowell, Secretary

**Minutes of the  
Meeting of the Chippewa Falls Public Library Board of Trustees  
May 10, 2023**

**1. Call to Order**

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

**2. Roll Call of Members**

Members Present: Ambelang, Drehmel, King, Martell, Newton, Rasmus

Members Absent: Jones

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

New Board Member Pat Rasmus was introduced. He is replacing Connie Russell.

**3. Approval of Agenda**

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

**4. Disposition of the minutes of the Board of Trustees meeting of April 12, 2023.**

Motion made by King seconded by Drehmel to approve the minutes of the Board of Trustees meeting of April 12, 2023. All present Voting Aye. Motion carried.

**5. Disposition of the vouchers to be paid from the 2023 budget after May 16, 2023.**

Motion made by King seconded by Newton to approve the vouchers to be paid from the 2023 budget after May 16, 2023. Roll Call Vote. Voting Aye: Ambelang, Drehmel, King, Martell, Newton, Rasmus. Motion carried.

**6. Public Appearances**

none

**7. Correspondence**

Thank you from a patron was shared. Also, a card from the Chippewa Falls District Title I team to the Children's Department was also shared.

**8. Management Report**

Director Niese talked about highlights from the Management Report. It has been a busy April with programming. Jessi Peterson and Sue Rada attended a conference late April and will share their reports at the next meeting.

**9. Current Business**

**a) Act 150**

Director Niese shared what Act 150 involves. Act 150 invoices have been made out according to the Annual Report. Motion made by Newton and seconded by King to send out the invoice for Act 150. All present Voting Aye. Motion carried.

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

**a) Staff updates**

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 staff updates to include Director. Roll Call Vote: Voting Aye: Ambelang, Drehmel, King, Martell, Newton and Rasmus.  
Motion carried. Time 5:29 pm.

Motion made by King seconded by Drehmel to return to open session Time 5:34p.m.

## **12. Announcements**

none

## **13. Items for future consideration**

- a) Age to obtain Library Card without parent's signature
- b) Fresh program
- c) Officer Elections
- d) Drop boxes

## **14. Adjournment**

Motion made to adjourn by Russell seconded by Drehmel. All present Voting Aye. Motion carried.  
Meeting adjourned at 5.40 p.m.

Respectfully Submitted,  
Deb Braden, Confidential Administrative Assistant

**CITY OF CHIPPEWA FALLS, WISCONSIN**  
**LIQUOR LICENSE APPLICATIONS – July 1, 2023—June 30, 2024**

For consideration at the June 20, 2023 Council Meeting

**CLASS “A”/ “CLASS A” INTOXICATING LIQUOR AND MALT BEVERAGE LICENSES**

|  |                   |
|--|-------------------|
| Erickson’s Diversified Corporation, 850 76 <sup>th</sup> St SW, Byron Center, MI, Agt Jeri Maher (Family Fare #435)..... | 212 Bay St        |
| Kwik Trip, Inc., 1626 Oak St, LaCrosse, Agt Jennifer Engaldo (Kwik Trip 381).....  | 1010 Woodward Ave |
| Kwik Trip, Inc., 1626 Oak St, LaCrosse, Agt Matthew Nesvacil (Kwik Trip 660).....  | 503 E Grand Ave   |
| T.B.R. LLC, Agt Daniel Reiter (B & G Liquor).....  | 301 Bay St        |
| Walgreen Co., 300 Wilmot Rd, Deerfield, IL, Agt Steven Naumann (Walgreens #07966).....                                   | 849 Woodward Ave  |

**CLASS “A” MALT BEVERAGE LICENSES**

|   |                  |
|---|------------------|
| Cenergy, LLC, 1201 S Hastings Way, Eau Claire, Agt Michelle Vincent (Mega Holiday #3716) (including cider)..... | 501 N. Bridge St |
| Fuel Service DJ’s Mart, LLC, Agt Dan Dineen (DJ’s Mart).....  | 337 E Park Ave   |
| J & S Sales of Chippewa Falls, LLC, 310 S Main St, Agt Laury Konwinski (Express Mart).....                      | 805 N Bridge St  |
| J & S Sales of Chippewa Falls, LLC, 310 S Main St, Agt Ronna Hosig (Express Mart).....                          | 1456 Kennedy Rd  |
| River Country Co-op, Agt Heather Barrows (Cenex Convenience Store).....   | 1080 W River St  |

**CLASS “B”/ “CLASS B” INTOXICATING LIQUOR AND MALT BEVERAGE LICENSES**

|  |                            |
|--|----------------------------|
| Michael J. Ballweg, 6228 Co Hwy S (Tip Top Bar).....   | 310 Allen St               |
| Blue Marble Pub, LLC, Agt Heather Marble (Blue Marble Pub).....  | 816 N High St              |
| Cancun Mexican Grill of Chippewa Falls, LLC, Agt Alejandro Nunez (Cancun Mexican Grill).....                     | 475 Chippewa Mall Dr, #105 |
| Casa Mexicana South, LLC, Agt Maria Jacinto (Casa Mexicana).....   | 324 N Bridge St            |
| Chippewa Valley Cultural Association, Inc., Agt Debra Johnson (Heyde Center for the Arts).....                   | 3 S High St                |
| DBHHH Enterprises, LLC Agt Dustin Kluck (The Brass Lantern Pub & Grill).....                                     | 130 Fleet St               |
| Every Buddy’s, LLC, Agt Wesley Partlo (Every Buddy’s Bar & Grill).....   | 19 W Central St            |
| Falls Bowl of Chippewa, LLC, Agt Joseph Minke (Falls Bowl).....  | 9 W Columbia St            |
| The Fill Inn Station of Chippewa Falls, Inc., Agt Linda Roycraft (The Fill Inn Station Saloon & Restaurant)..... | 104 W Columbia St          |
| G2 Holdings, LLC, Agt David Gordon (Foreign 5 & Lucy’s Eatery).....  | 123 N Bridge St            |
| William Gauger, 29 E Park Ave (1 <sup>st</sup> & Goal Saloon).....   | 29 E Park Ave              |
| Glen Loch Saloon, LLC, Agt Esther Glenz (Glen Loch Saloon).....  | 1300 Jefferson Ave         |
| Darrel Hazelton, 616 N Bridge St (Huckleberry’s on Spring).....  | 24 W Spring St             |
| Darrel Hazelton, 616 N Bridge St (Rookies Pub).....  | 616 N Bridge St            |
| Hotels International, LLC, 980 American Dr, Neenah, Agt Kim Wogernese (Cobblestone Hotel & Suites).....          | 100 N Bridge St            |
| Brian Krista, 10834 161 <sup>st</sup> St (Burly’s Bar).....  | 19 E Canal St              |
| Mad Rab, LLC, Agt Benjamin Thornton (The Dam Bar).....   | 353 E Canal St             |
| Margo’s Sunbeam Tavern, LLC, Agt Margo Harshman (Margo’s Sunbeam Tavern).....                                    | 1310 E Park Ave            |
| Martini Time, LLC, Agt Jes Jensen (Sheeley House Saloon).....  | 236 W River St             |
| Max’s Bistro, LLC, Agt Kalinn Rivera (Max’s Bistro & Bar).....   | 213 N Bridge St            |
| Micon Cinemas, Inc., Agt Daniel Olson (Micon Cinemas).....   | 475 Chippewa Mall Dr, #215 |
| Mystic Grill, LLC, Agt Nichole Poirier (Mystic).....   | 1 E Canal St               |
| Ritz on the River, LLC, Agt Mary Berg (Ritz on the River).....   | 114 W River St             |
| Platinum Pet Supply, LLC 6485 Cty Hwy N, Agt Kevin DeCook (The Rumor Mill).....                                  | 465 Chippewa Mall Dr       |
| Sakura CF, LLC, Agt Kaitao Lin (Sakura).....   | 360 Chippewa Mall Dr       |
| The Snout Saloon, LLC, Agt Cindy Welk (The Snout Saloon).....  | 13 W Central St            |
| Sweeny’s [sic] Pub & Grub, LLC, 444 Grand Canyon Dr, Madison Agt Callie Tarvis (Sweeney’s).....                  | 201 E Canal St             |
| Tomahawk Room, LLC, Agt Robert Kiefer (Tomahawk Room).....   | 306 N Bridge St            |
| West Hill Bar & Grill, LLC, Agt Todd Blaeser (West Hill Bar & Grill).....  | 250 W Elm St               |

**CLASS “B” BEER/ “CLASS C” WINE**

|   |                     |
|---|---------------------|
| A-1 Properties, LLC, 8250 WI-64, Bloomer, Agt William Proud (Eagle Ridge Festival Grounds).....                           | 2302 Nelson Rd      |
| Northfield Restaurant Corporation 9313 E 34 <sup>th</sup> St, Wichita, KS, Agt James Gerlach (Pizza Hut) (beer only)..... | 225 Prairie View Rd |
| Sid Harvey’s Family Diner, LLC Agt Bryce Ploekelman (Sid Harvey’s Family Diner).....                                      | 704 E Grand Ave     |

City of Chippewa Falls, Wisconsin  
**2023-2024 Dance License Applications**

**Class B Annual Dance License**

|   |                    |
|---|--------------------|
| Todd Blaeser (West Hill Bar & Grill)                      | 250 W Elm St       |
| Mary Berg (Ritz on the River)                             | 114 W River St     |
| Callie Tarvis (Sweeney's)                                 | 201 E Canal St     |
| William Gauger (1 <sup>st</sup> & Goal Saloon)            | 29 E Park Ave      |
| Darrel Hazelton (Rookies Pub)                             | 616 N Bridge St    |
| Darrel Hazelton (Huckleberry's on Spring)                 | 24 W Spring St     |
| Debra Johnson (Heyde Center for the Arts)                 | 3 S High St        |
| Benjamin Thornton (The Dam Bar)                           | 353 E Canal St     |
| Esther Glenz (Glen Loch Saloon)                           | 1300 Jefferson Ave |
| Gabriella Reynua (America's Best Value Inn)               | 1009 W Park Ave    |
| Nichole Poirier (Mystic)                                  | 1 E Canal St       |
| Linda Roycraft (The Fill Inn Station Saloon & Restaurant) | 104 W Columbia St  |
| Cindy Welk (The Snout Saloon)                             | 13 W Central St    |
| Robert Kiefer (Tomahawk Room)                             | 306 N Bridge St    |

**Class C Annual Dance License**

|  |                 |
|--|-----------------|
| Michael Ballweg (Tip Top Bar)                | 310 Allen St    |
| Margo Harshman (Margo's Sunbeam Tavern)      | 1310 E Park Ave |
| Brian Krista (Burly's Bar)                   | 19 E Canal St   |
| Joseph Minke (Falls Bowl)                    | 9 W Columbia St |
| Dustin Kluck (The Brass Lantern Pub & Grill) | 130 Fleet St    |

**Live Music Annual License**

|                        |                                    |
|------------------------|------------------------------------|
| Chippewa Falls Main St | Harmony Courtyard, 219 N Bridge St |
| Leinie Lodge           | 124 E Elm St                       |

CITY OF CHIPPEWA FALLS

SURRENDER OF LICENSE

This is to advise that, as licensee, I (We) hereby surrender a Combination "Class B" intoxicating Liquor & Fermented Malt Beverage license for the premise located at 465 Chippewa Mall Dr., on the condition that it be granted to the applicant (future licensee) as described below.

Kevin De Cook d/b/a Platinum Pet Supply  
(Current business owner) (Current business name)  
and Bryce Smetana as applicant, make a  
(Future business owner)  
concurrent application for said license.

\*\*\*\*\*  
CURRENT LICENSEE

Signature [Signature] Date 6-1-23

Name Kevin De Cook  
Home address 6495 Ctg Hwy N  
City Chippewa Falls Zip 54729  
Phone (715) 832-5575

APPLICANT - FUTURE LICENSEE

Signature [Signature] Date 6-1-23

Name Bryce Smetana  
Home address 1117 1542 Ave.  
City B/urner Zip 54724  
Phone (715) 828-0418



# Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 7/1/2023 ending: 6/30/2024  
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the:  Town of } Chippewa Falls  
 Village of }  
 City of }

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

Check one:  Individual  Limited Liability Company  
 Partnership  Corporation/Nonprofit Organization

| TYPE OF LICENSE REQUESTED                            | FEE       |
|--|-----------|
| <input type="checkbox"/> Class A beer                | \$        |
| <input checked="" type="checkbox"/> Class B beer     | \$        |
| <input type="checkbox"/> Class C wine                | \$        |
| <input type="checkbox"/> Class A liquor              | \$        |
| <input type="checkbox"/> Class A liquor (cider only) | \$ N/A    |
| <input checked="" type="checkbox"/> Class B liquor   | \$        |
| <input type="checkbox"/> Reserve Class B liquor      | \$        |
| <input type="checkbox"/> Class B (wine only) winery  | \$        |
| Publication fee                                      | \$        |
| <b>TOTAL FEE</b>                                     | <b>\$</b> |

Name (Individual / partners give last name, first, middle; corporations / limited liability companies give registered name)  
Smetana Operations, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

| President / Member Last Name      | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
|-----------------------------------|--------------|---------------|--|
| <u>Smetana</u>                    | <u>Bryce</u> | <u>L</u>      | <u>1117 15th Ave. Bloomer, WI, 54724</u>               |
| Vice President / Member Last Name | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Secretary / Member Last Name      | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Treasurer / Member Last Name      | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| Agent Last Name                   | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |
| <u>Smetana</u>                    | <u>Bryce</u> | <u>L</u>      | <u>1117 15th Ave. Bloomer WI 54724</u>                 |
| Directors / Managers Last Name    | (First)      | (Middle Name) | Home Address (Street, City or Post Office, & Zip Code) |

By  
BUS

1. Trade Name Rally House Business Phone Number \_\_\_\_\_  
 2. Address of Premises 465 Chippewa Mall Dr. Post Office & Zip Code 54729

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

Building has a bar area, dining hall, and outdoor patio

4. Legal description (omit if street address is given above): \_\_\_\_\_

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year?  Yes  No

(b) If yes, under what name was license issued? Rumor Mill

BUS

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .....  Yes  No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .....  Yes  No  
**If yes, explain.**
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .....  Yes  No
9. (a) Corporate/limited liability company applicants only: Insert state WI and date 6-1-23 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .....  Yes  No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.**  Yes  No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filling (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .....  Yes  No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] .....  Yes  No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .....  Yes  No

**READ CAREFULLY BEFORE SIGNING:** Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

|   |                                     |   |
|---|-------------------------------------|---|
| Contact Person's Name (Last, First, M.I.)<br><u>Smetana, Bryce, L</u> | Title/Member<br><u>Owner</u>        | Date<br><u>6-1-23</u>                       |
| Signature<br><u>Bryce Smetana</u>                                     | Phone Number<br><u>715-828-0418</u> | Email Address<br><u>Smetanabl@yahoo.com</u> |

**TO BE COMPLETED BY CLERK**

|   |  |                                 |   |
|---|--|---------------------------------|---|
| Date received and filed with municipal clerk<br><u>6-2-23</u> | Date reported to council / board<br><u>6-20-23</u> | Date provisional license issued | Signature of Clerk / Deputy Clerk<br><u>B. Givens</u> |
| Date license granted  | Date license issued                                | License number issued           |   |



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

|   |   |  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
|---|---|--|------------------|-----|----------|------------------|-------------------------------------|---------|------------------|-----|---------|-----------|-----|---------|-----------|-----|-------------|-------------------|-----|---------|----------|-------------------------------------|------------------|
| Name of Applicant:<br><i>Bryce Smetana</i>                                      | Address of Applicant:<br><i>1117 15th Ave.</i>  |  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Name of Premises to be Licensed:<br><del>Rumor Mill</del><br><i>Rally House</i> | Address of Premises:<br><i>465 Chippewa Mall Drive</i>  | Date(s) of Event<br>(Class "E" Licenses only): |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Class of License Applied for:   | <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$30.00 (annual)</td> </tr> </table> |  | Class "A" Annual | [ ] | \$130.00 | Class "B" Annual | <input checked="" type="checkbox"/> | \$80.00 | Class "C" Annual | [ ] | \$30.00 | Class "D" | [ ] | \$10.00 | Class "E" | [ ] | \$10.00/day | Live Music Annual | [ ] | \$30.00 | Juke Box | <input checked="" type="checkbox"/> | \$30.00 (annual) |
| Class "A" Annual  | [ ]   | \$130.00                                       |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Class "B" Annual  | <input checked="" type="checkbox"/>   | \$80.00  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Class "C" Annual  | [ ]   | \$30.00  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Class "D"   | [ ]   | \$10.00  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Class "E"   | [ ]   | \$10.00/day                                    |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Live Music Annual   | [ ]   | \$30.00  |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |
| Juke Box  | <input checked="" type="checkbox"/>   | \$30.00 (annual)                               |                  |     |          |                  |                                     |         |                  |     |         |           |     |         |           |     |             |                   |     |         |          |                                     |                  |

### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

*Bryce Smetana*  
Signature of Applicant

*6-1-23*  
Date

Attest: *Bridget Owens*  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

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

ROUTED TO PD 6/13

# 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 \$ \_\_\_\_\_

Application Date: 6-10-2023

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 06/23/2023 and ending 06/25/2023 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 EC North WIORTH BOOSTER CLUB

(b) Address 3526 City Club Road Eau Claire WI 54601

Town  Village  City

PAID  
CITY OF CHIPPEWA FALLS  
JUN 13 2023  
CITY TREASURER  
TR # 1084107

(c) Date organized 2-198

(d) If corporation, give date of incorporation \_\_\_\_\_

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

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

President Jon STANDJFOND 715-210-1944

Vice President Jim HOWARD 715-803-6734

Secretary Dana BOSSON 920-606-8701

Treasurer Mike GUST 715-563-2547

(g) Name and address of manager or person in charge of affair: Jon STANDJFOND 715-210-1944

## 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 1025 W CANAL ST Chippewa Falls, WI 54729 "Casper Park"

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

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

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

beer garden area minors on premises for purchase + storage checking IDs @ purchase point

## 3. Name of Event

(a) List name of the event GES CLASSIC SOFTBALL tournament

(b) Dates and times of event 06-23-2023 2pm TO 10pm 06/24/2023 7am-10pm 06/25/2023 7am 6pm.

## DECLARATION

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

Officer [Signature] 6-10-2023  
(Signature/date)

Officer [Signature] 6/10/2023  
(Signature/date)

EC NORTH BOOSTER CLUB  
(Name of Organization)

Officer [Signature] 06/10/2023  
(Signature/date)

Officer [Signature] 6/10/2023  
(Signature/date)

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

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

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

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

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

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

FEE \$ 10.00

Application Date: May 24, 2023

Town  Village  City of Chippewa Falls

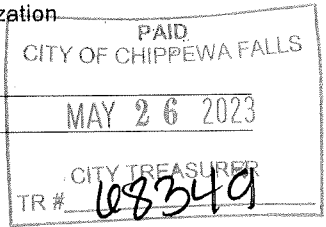
County of Chippewa

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 July 12, 2023 and ending July 16, 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 Northern Wisconsin State Fair Association, Inc

(b) Address 225 Edward Street  
(Street)

Town  Village  City

(c) Date organized 1933

(d) If corporation, give date of incorporation Nov. 29, 1995

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

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

President James Koehler, N110 N Duncan Rd, Bloomer, WI 54724 (715.829.6485)

Vice President Darren Swartz, 1310 17th Ave, Bloomer, WI 54724 (715.456.4997)

Secretary Lori Lyons, 2958 1st Ave, New Auburn, WI 54757 (715.210.0049)

Treasurer Nick Goeman, 6855 189th Street, Chippewa Falls, WI 54729 (715.579.8559)

(g) Name and address of manager or person in charge of affair: Rusty Volk, 1676 120th Street, Chippewa Falls, WI 54729 (715.577.3725)

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

(a) Street number 225 Edward Street

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

(c) Do premises occupy all or part of building? All fenced area of Fairgrounds

(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: Annual Fair with family activities  
Security measures: VRISTOPANS FOR 21 + to purchase/consume

3. **Name of Event**

(a) List name of the event Northern Wisconsin State Fair <sup>125th</sup> (124th edition)

(b) Dates and times of event July 12, through July 15, (9:00am - Midnight) July 16 (9:00am - 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.

Officer Rusty Volk  
(Signature/date)

Officer James J. Koehler  
(Signature/date)

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

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

Police Department Approval Det. K. Boer  
C.F.P.D.

Northern Wisconsin State Fair Association, Inc  
(Name of Organization)

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

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

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

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

Date 06-02-23 Wisconsin Department of Revenue

[Signature] 06/02/2023



# CITY OF CHIPPEWA FALLS

## STREET USE PERMIT APPLICATION

|  |  |  |
|--|--|--|
| Applicant Name and Address:<br>Northern Wisconsin State Fair Association, Inc 225 Edward Street, C Falls 54729   |  | Applicant Phone Number:<br>715.723.2861  |
| <input 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.<br>Rusty Volk<br>225 Edward Street<br>Chippewa Falls, WI 54729<br>715.577.3725   | Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:<br>Northern Wisconsin State Fairgrounds<br>225 Edward Street<br>Chippewa Falls, WI 54729<br>715.723.2861 |  |
| Name of the event:<br>Northern Wisconsin State Fair (125th Edition)  | Estimated number of persons participating:<br>100,000  |  |
| Date and start and end times requested for street use:<br>July 12, 13, 14, 15, 2023 (5:00pm - 9:00pm)  |  |  |
| Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):<br>Edward Street from HWY 124 to Prentice Street  |  |  |
| Use, described in detail, for which the street use permit is requested:<br>Request one-way traffic on Edward Street during high traffic times at the annual NWSF.  |  |  |
| City services requested for the event (e.g., Street Department or Police Department staff time)<br>Request signage and barricades to prevent a bottle neck of vehicles   |  |  |
| 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. <b>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.</b> |  |  |
| Signature of Applicant: <u><i>Rusty Volk</i></u>   |  | Date: <u>05/26/2023</u>  |
| <b>OFFICE USE ONLY</b>   |  |  |
| Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <div style="float: right; text-align: right;"> <math>\approx 25000.00</math><br/> <math>1/2 \text{ cost} = 12500.00</math> </div>  |  |  |
| <i>6/2/23</i> - TUES/WED/THURS = 2 BIKE PATROL (1800-0030) = 13 HRS @ \$65/HR = \$845<br>FRI/SAT = 2 BIKE PATROL (1800-0130) = 15 HRS @ \$65/HR = \$975<br>FRI/SAT = 1 SOUND ASSIGNED TO GUARDS (1900-0300) = 16 HRS @ \$65/HR = \$1040  |  |  |
| Requirements of Applicant:<br><i>6/2/23</i> - COORDINATE "NO PARKING" w/ (CFPD) #102<br>NWSF to setup traffic control, Barricades can be checked out the week of July 08 and returned the week of 18 to the City Garage at 45 Birch - Riverside St.  |  |  |
| Approved by: <u><i>[Signature]</i></u><br>Signature of Chief of Police   |  | <u><i>[Signature]</i></u> PE 05/17/2023<br>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                |



## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

|  |   |   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
|--|---|---|------------------|-----|----------|------------------|-----|---------|------------------|-----|---------|-----------|-----|---------|-----------|-------|-------------|-------------------|-----|---------|----------|-----|------------------|
| <b>Name of Applicant:</b><br>Northern WI State Fair Assoc.   | <b>Address of Applicant:</b><br>225 Edward Street<br>Chippewa Falls, WI 54729   |   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| <b>Name of Premises to be Licensed:</b><br>Northern Wisconsin State<br>Fairgrounds   | <b>Address of Premises:</b><br>225 Edward Street<br>Chippewa Falls, WI 54729  | <b>Date(s) of Event<br/>(Class "E" Licenses only):</b><br>July 12, 13, 14, 15, 16, 2023 |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| <b>Class of License Applied for:</b><br><br><div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">           PAID<br/>CITY OF CHIPPEWA FALLS<br/>MAY 26 2023<br/>CITY TREASURER<br/>TR # 02349         </div> | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Class "A" Annual</td> <td style="width: 10%; text-align: center;">[ ]</td> <td style="width: 50%; text-align: right;">\$130.00</td> </tr> <tr> <td>Class "B" Annual</td> <td style="text-align: center;">[ ]</td> <td style="text-align: right;">\$80.00</td> </tr> <tr> <td>Class "C" Annual</td> <td style="text-align: center;">[ ]</td> <td style="text-align: right;">\$30.00</td> </tr> <tr> <td>Class "D"</td> <td style="text-align: center;">[ ]</td> <td style="text-align: right;">\$10.00</td> </tr> <tr> <td>Class "E"</td> <td style="text-align: center;">[X] 5</td> <td style="text-align: right;">\$10.00/day</td> </tr> <tr> <td>Live Music Annual</td> <td style="text-align: center;">[ ]</td> <td style="text-align: right;">\$30.00</td> </tr> <tr> <td>Juke Box</td> <td style="text-align: center;">[ ]</td> <td style="text-align: right;">\$30.00 (annual)</td> </tr> </table> |   | Class "A" Annual | [ ] | \$130.00 | Class "B" Annual | [ ] | \$80.00 | Class "C" Annual | [ ] | \$30.00 | Class "D" | [ ] | \$10.00 | Class "E" | [X] 5 | \$10.00/day | Live Music Annual | [ ] | \$30.00 | Juke Box | [ ] | \$30.00 (annual) |
| Class "A" Annual   | [ ]   | \$130.00  |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Class "B" Annual   | [ ]   | \$80.00   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Class "C" Annual   | [ ]   | \$30.00   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Class "D"  | [ ]   | \$10.00   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Class "E"  | [X] 5   | \$10.00/day   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Live Music Annual  | [ ]   | \$30.00   |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |
| Juke Box   | [ ]   | \$30.00 (annual)  |                  |     |          |                  |     |         |                  |     |         |           |     |         |           |       |             |                   |     |         |          |     |                  |

### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

*Rushy Alb*  
Signature of Applicant

05/26/2023  
Date

Attest: *Bridget Mivens*  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

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

## SPECIAL EVENT COVER SHEET

This form was developed to ensure that organizations wishing to have a special event in the City of Chippewa Falls have completed all appropriate applications associated with the event. Additionally, in the interest of promoting a safe and enjoyable event, to provide emergency services personnel the opportunity to review the applications and discuss any potential concerns.

|  |   |
|--|---|
| Name of Event:<br>Northern Wisconsin State Fair  | Event Description (e.g. walk, concert, etc.):<br>125th Edition of the annual Fair |
| Name and Address of Sponsoring Organization:<br>Northern Wisconsin State Fair Association, Inc. 225 Edward Street, Chippewa Falls, WI 54729  |   |
| Contact Name:<br>Rusty Volk, Executive Director  | Contact Address:<br>225 Edward Street, Chippewa Falls, WI 54729                   |
| Work Phone:<br>715.723.2861 ext. 102   | Cell Phone:<br>715.577.3725   |
| Email:<br>rvolk@nwsfa.com  | Day of Event Contact Name and Number (if different):<br>Rusty Volk, 715.577.3725  |
| Date(s) of Event:<br>July 12-17, 2022  | Estimated Daily Attendance:<br>15 - 20,000  |
| Location(s) of Event:<br>225 Edward Street, Chippewa Falls   |   |
| City Services/Equipment Requested:<br>Typically the CFPD has two bicycle officers patrolling the grounds, and Fire/EMS has on site presence to be of service if needed. Request traffic assistance on Thursday, Friday, and Saturday (July 13, 14, & 15) from 5:00 - 9:00pm. |   |

**Please check each box below that applies to your event.  
Corresponding applications must be completed and attached to this document.**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application | <input type="checkbox"/> Food Vendors*<br>*supply proof of licensure from Chippewa County             |
| <input checked="" type="checkbox"/> Street Use Permit Application   | <input checked="" type="checkbox"/> Dance/Music Application   |
| <input checked="" type="checkbox"/> Fireworks Permit  | <input type="checkbox"/> Temporary Extension of Premises<br>(In relation to existing license holders) |

*Events to be held in any City Park must complete a special event application with the Parks, Recreation and Forestry Department for consideration by the Park Board.*

### FOR OFFICE USE ONLY - ROUTING VERIFICATION

|   |                        |
|---|------------------------|
| Police Chief Signature:<br>                                     | Date:<br>06/02/2023    |
| Fire Chief Signature:<br>                                       | Date:<br>06/12/2023    |
| Director of Public Works/City Engineer/Utilities Manager:<br>PE | Date:<br>June 07, 2023 |



AN ORDINANCE AMENDING THE CLOSING HOURS FOR CITY PARKS REGARDING PEDESTRIAN TRAFFIC

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

That § 9.34 of the Chippewa Falls Code of Ordinances which presently provides as follows:

9.34 CLOSING HOURS FOR CITY PARKS.

All City parks shall be closed to vehicular traffic from dark until 7 a.m. year-round, except when a permit is obtained, and to all pedestrian traffic from dark until daylight year-round, except when a permit is obtained.

be amended to provide as follows:

9.34 CLOSING HOURS FOR CITY PARKS.

All City parks shall be closed to vehicular traffic from dark until 7 a.m. year-round, except when a permit is obtained, and to all pedestrian traffic from 10:00 p.m. until daylight year-round, except when a permit is obtained.

DATED this 20th day of June, 2023.

COUNCIL PRESIDENT: [Signature] John Monarski

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

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

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

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

AN ORDINANCE AMENDING THE EIGHT-HOUR  
PARKING LIMITATION FOR THE “MARKET PLACE”  
PARKING LOT TO TWELVE HOURS

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

That § 7.09(2)(k) of the Chippewa Falls Municipal Code which presently provides as follows:

7.09 PARKING RESTRICTIONS.

...

(2) LIMITED PARKING.

...

- (k) Eight-Hour Parking Lot. No operator of a motor vehicle shall park such vehicle in the City owned parking lot known as “Market Place” which is east of Duncan Creek between E. Spring St. and W. Central St. for longer than 8 consecutive hours each day of the week.

be amended to provide as follows:

7.09 PARKING RESTRICTIONS.

...

(2) LIMITED PARKING.

...

- (k) Twelve-Hour Parking Lot. No operator of a motor vehicle shall park such vehicle in the City owned parking lot known as “Market Place” which is east of Duncan Creek between E. Spring St. and W. Central St. for longer than 12 consecutive hours each day of the week.

DATED this 20<sup>th</sup> day of June, 2023.

COUNCIL PRESIDENT: John Monarski  
John Monarski

FIRST READING: \_\_\_\_\_

SECOND READING: \_\_\_\_\_

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

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

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

AN ORDINANCE REPEALING AND RECREATING  
CHAPTER 22 OF THE CITY OF CHIPPEWA FALLS  
MUNICIPAL CODE

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

- 1. That the Federal Emergency Management Agency (FEMA) has mandated that the City of Chippewa Falls Floodplain Ordinance and panel maps be revised and updated by July 19, 2023.
- 2. That the Common Council of the City of Chippewa Falls, held a public hearing on the repealing and recreation of Chapter 22 Floodplain Ordinance for the City of Chippewa Falls, on Tuesday, July 18, 2023, after publication of a Class 2 notice in the official newspaper.
- 3. That Chapter 22 – Floodplain Zoning Code of the City of Chippewa Falls Municipal Code be and is hereby repealed and recreated per the attached Ordinance.
- 4. That this Ordinance shall take effect upon its passage and publication.

DATED this 18<sup>th</sup> day of July, 2023.

COUNCIL PRESIDENT: \_\_\_\_\_  
John Monarski

**PUBLIC HEARING: July 18, 2023**  
**FIRST READING: June 20, 2023**  
**SECOND READING: July 18, 2023**

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

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

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

# CHAPTER 22 – FLOODPLAIN ZONING CODE (Sections Set Forth Below)

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**1.0 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS**

**1.1 STATUTORY AUTHORIZATION**

This ordinance is adopted pursuant to the authorization in s. 61.35 and 62.23, for cities; and the requirements in s. 87.30, Stats.

**1.2 FINDING OF FACT**

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

**1.3 STATEMENT OF PURPOSE**

This ordinance is intended to regulate floodplain development to:

- (1) Protect life, health and property;
- (2) Minimize expenditures of public funds for flood control projects;
- (3) Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- (4) Minimize business interruptions and other economic disruptions;
- (5) Minimize damage to public facilities in the floodplain;
- (6) Minimize the occurrence of future flood blight areas in the floodplain;
- (7) Discourage the victimization of unwary land and homebuyers;
- (8) Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- (9) Discourage development in a floodplain if there is any practicable alternative to locate the activity, use or structure outside of the floodplain.

**1.4 TITLE**

This ordinance shall be known as the Floodplain Zoning Ordinance for Chippewa Falls, Wisconsin.

**1.5 GENERAL PROVISIONS**

**(1) AREAS TO BE REGULATED**

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30 or AE, on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

**(2) OFFICIAL MAPS & REVISIONS**

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH or AO on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (a) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (b) below. These maps and revisions are on file in the office of the City Inspector/Zoning Administrator located at Chippewa Falls City Hall, 30 West Central Street.

- (a) **OFFICIAL MAPS** : Based on the Flood Insurance Study (FIS):
  1. Flood Insurance Rate Map (FIRM), panel numbers 55017C0558E , 55017C0559E , 55017C0562E , 55017C0578E, 55017C0579E, 55017C0586E, 55017C0590E dated 03/02/2010 and panel numbers 55017C0566F and 55017C0567F dated 10/19/2023,
  2. Flood Insurance Study (FIS) volume 55017CV000C for Chippewa County, dated 10/19/2023 .
  3. Letter of Map Revision, LOMR 20-05-0796P dated 10/26/2020

Approved by: The DNR and FEMA

- (b) **OFFICIAL MAPS**: Based on other studies. Any maps referenced in this section must be approved by the DNR and be more restrictive than those based on the FIS at the site of the proposed development. (



### (3) ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

- a) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 5.1(5).
- b) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 5.1(5), within A Zones shown on the FIRM.
- c) The General Floodplain District (GFP) is those riverine areas that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

### (4) LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (a) or (b) below. If a significant difference exists, the map shall be amended according to s. 8.0 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a land use permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 7.3(3) and the criteria in (a) and (b) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 8.0 *Amendments*.

- a) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.
- b) Where flood profiles do not exist for projects, including any boundary of zone A or AO, the location of the boundary shall be determined by the map scale.

### (5) REMOVAL OF LANDS FROM FLOODPLAIN

- a) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 8.0 *Amendments*.
- b) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:
  - 1. The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation;
  - 2. The fill must be contiguous to land outside the floodplain; Applicant shall obtain floodplain development permit before applying for a LOMR or LOMR-F;

c) Removal of lands from the floodplain may also occur by operation of §87.30(1)(e), Wis. Stat. if a property owner has obtained a letter of map amendment from the federal emergency management agency under 44 C.F.R. 70.

**(6) COMPLIANCE**

a) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.

b) Failure to obtain a floodplain development permit shall be a violation of these regulations and shall be punishable in accordance with s. 9.0.

c) Floodplain development permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 9.0.

**(7) MUNICIPALITIES AND STATE AGENCIES REGULATED**

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Stats., applies. Although exempt from a local zoning permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with Federal, State, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local floodplain permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d), the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source that existing data must be utilized by the applicant in the analysis of the project site.

**(8) ABROGATION AND GREATER RESTRICTIONS**

a) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 62.23 for cities; or s. 87.30, Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

b) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

**(9) INTERPRETATION**

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by the Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

**(10) WARNING AND DISCLAIMER OF LIABILITY**

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by manmade or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

**(11) SEVERABILITY**

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

**(12) ANNEXED AREAS FOR CITIES AND VILLAGES**

The Chippewa County floodplain zoning provisions in effect on the date of annexation shall remain in effect and shall be enforced by the municipality for all annexed areas until the municipality adopts and enforces an ordinance which meets the requirements of ch. NR 116, Wis. Adm. Code and 44 CFR 59-72, *National Flood Insurance Program* (NFIP). These annexed lands are described on the municipality's official zoning map. County floodplain zoning provisions are incorporated by reference for the purpose of administering this section and are on file in the office of the municipal zoning administrator. All plats or maps of annexation shall show the regional flood elevation and the floodway location.

**2.0 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS**

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

- 1) If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:
  - a. be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
  - b. be constructed with flood-resistant materials;
  - c. be constructed by methods and practices that minimize flood damages; and
  - d. Mechanical and utility equipment must be elevated to or above the flood protection elevation.
  
- 2) If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:
  - a. such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;
  - b. public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and
  - c. adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 7.1(2).

## **2.1 HYDRAULIC AND HYDROLOGIC ANALYSES**

- 1) No floodplain development shall:
  - a. Obstruct flow, defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or
  - b. Cause any increase in the regional flood height due to floodplain storage area lost.
- 2) The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 8.0 *Amendments* are met.

## **2.2 WATERCOURSE ALTERATIONS**

No land use permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 2.1 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation and pursuant to s. 8.0 *Amendments*, the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

## **2.3 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT**

Development which requires a permit from the Department, under chs. 30 and 31, Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 8.0 *Amendments*.

## **2.4 PUBLIC OR PRIVATE CAMPGROUNDS**

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

- 1) The campground is approved by the Department of Agriculture, Trade and Consumer Protection;
- 2) A land use permit for the campground is issued by the zoning administrator;
- 3) The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;
- 4) There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;
- 5) This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in sub. (4) - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;

- 6) All mobile recreational vehicles placed on site must meet one of the following:
- a. Be fully licensed, if required, and ready for highway use; or
  - b. Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or
  - c. Meet the requirements in either s. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

- 7) All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 2.4(6) and shall ensure compliance with all the provisions of this section;
- 8) The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;
- 9) The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued; and
- 10) All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, sewage systems and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and
- 11) Standards for structures in a campground:
- a. All structures must comply with section 2.4 or meet the applicable requirements in ss. 3.0, 4.0 or 5.1 for the floodplain district in which the structure is located;
  - b. Deck/landing—a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality compliant with section 2.4(4). Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
  - c. Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.
  - d. Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality compliant with section

2.4(4).

- e. Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality compliant with section 2.4(4).

12) A land use permit shall be obtained as provided under 7.1(2) before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated.

## **1.1 FLOODWAY DISTRICT (FW)**

### **3.1 APPLICABILITY**

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

### **3.2 PERMITTED USES**

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
  - they meet the standards in s. 3.3 and 3.4; and
  - all permits or certificates have been issued according to s. 7.1.
- 1) Agricultural uses, such as: farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.
  - 2) Nonstructural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.
  - 3) Nonstructural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas and hiking and horseback riding trails, subject to the fill limitations of s. 3.3(4).
  - 4) Uses or structures accessory to open space uses or classified as historic structures that comply with s. 3.3 and 3.4.
  - 5) Extraction of sand, gravel or other materials that comply with s. 3.3(4).
  - 6) Functionally waterdependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids and river crossings of transmission lines, and pipelines that comply with chs. 30 and 31, Stats.
  - 7) Public utilities, streets and bridges that comply with s. 3.3(3).
  - 8) Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and Ch. SPS 383, Wis. Adm. Code.
  - 9) Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.
  - 10) Wastewater treatment ponds or facilities permitted under s. NR 110.15(3)(b), Wis. Adm. Code.

- 11) Sanitary sewer or water supply lines to service existing or proposed development located outside the floodway that complies with the regulations for the floodplain area occupied.

### **3.3 STANDARDS FOR DEVELOPMENT IN THE FLOODWAY**

#### **1) GENERAL**

- a. Any development in the floodway shall comply with s. 2.0 and have a low flood damage potential.
- b. Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 2.1 and 7.1(2)(c). The analysis must be completed by a registered professional engineer in the state of Wisconsin.
- c. Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 3.3(1)(b) above demonstrates that the encroachment will cause no increase in flood elevations in flood events up to the base flood at any location or removes the encroached area from the regulatory floodway as provided in s. 1.5(5).

#### **2) STRUCTURES**

Structures accessory to permanent open space uses, including utility and sanitary facilities, or functionally dependent on a waterfront location may be allowed by permit if the structures comply with the following criteria:

- a. Not designed for human habitation, does not have a high flood damage potential and is constructed to minimize flood damage;
- b. Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:
  1. Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation without human intervention during flooding;
  2. Have structural components capable of meeting all provisions of Section 3.3(2)(g) and;
  3. Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 3.3(2)(g).
- c. Must be anchored to resist flotation, collapse, and lateral movement;
- d. Mechanical and utility equipment must be elevated to or above the flood protection elevation; and
- e. Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.
- f. For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 3.3(2)(a) through 3.3(2)(e) and meets or exceeds the following standards:

1. The lowest floor must be elevated to or above the regional flood elevation;
  2. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
  3. the bottom of all openings shall be no higher than one foot above the lowest adjacent grade; openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters, otherwise must remain open.
  4. The use must be limited to parking, building access or limited storage.
- g. Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the regional flood:
1. Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;
  2. Construction of wells, water supply systems and waste treatment systems so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 3.4(4) and 3.4(5);
  3. Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;
  4. Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and
  5. Placement of utilities to or above the flood protection elevation.
- 3) PUBLIC UTILITIES, STREETS AND BRIDGES  
Public utilities, streets and bridges may be allowed by permit, if:
- a. Adequate floodproofing measures are provided to the flood protection elevation; and
  - b. Construction meets the development standards of s. 2.1.
- 4) FILLS OR DEPOSITION OF MATERIALS  
Fills or deposition of materials may be allowed by permit, if:
- a. The requirements of s. 2.1 are met;
  - b. No material is deposited in navigable waters unless a permit is issued by the Department pursuant to ch. 30, Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;
  - c. The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling or bulkheading; and
  - d. The fill is not classified as a solid or hazardous material.



### **3.4 PROHIBITED USES**

All uses not listed as permitted uses in s. 3.2 are prohibited, including the following uses:

- 1) Habitable structures, structures with high flood damage potential, or those not associated with permanent openspace uses;
- 2) Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;
- 3) Uses not in harmony with or detrimental to uses permitted in the adjoining districts;
- 4) Any private or public sewage systems, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;
- 5) Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;
- 6) Any solid or hazardous waste disposal sites;
- 7) Any wastewater treatment ponds or facilities, except those permitted under s. NR 110.15(3)(b), Wis. Adm. Code; and
- 8) Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway which complies with the regulations for the floodplain area occupied.

### **4.1 FLOODFRINGE DISTRICT (FF)**

#### **4.2 APPLICABILITY**

This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 5.1(5).

#### **4.3 PERMITTED USES**

Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 4.3 are met, the use is not prohibited by this, or any other ordinance or regulation and all permits or certificates specified in s. 7.1 have been issued.

### **4.3 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE**

Section 2.0 shall apply in addition to the following requirements according to the use requested. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

#### **(1) RESIDENTIAL USES**

Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed the following standards. Any existing structure in the floodfringe must meet the requirements of s. 6.0 *Nonconforming Uses*;

- a) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 1.5(5).

- b) Notwithstanding s. 4.3 (1)(a), a basement or crawlspace floor may be placed at the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;
- c) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (d).
- d) In developments where existing street or sewer line elevations make compliance with subd. (c) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:
  1. The municipality has written assurance from police, fire and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or
  2. The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

(2) ACCESSORY STRUCTURES OR USES

In addition to s. 2.0, new construction and substantial improvements of Accessory structures shall be constructed on fill with the lowest floor at or above the regional flood elevation.

(3) COMMERCIAL USES

In addition to s. 2.0, any commercial structure which is erected, altered, or moved into the floodfringe shall meet the requirements of s. 4.3(1). Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(4) MANUFACTURING AND INDUSTRIAL USES

In addition to s. 2.0, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 7.5. Subject to the requirements of s. 4.3(5), storage yards, surface parking lots and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

(5) STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality or human, animal, plant, fish, or aquatic life shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 7.5. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

(6) PUBLIC UTILITIES, STREETS AND BRIDGES

All utilities, streets and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

- a) When failure of public utilities, streets and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 7.5.

- b) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

(7) SEWAGE SYSTEMS

All sewage disposal systems shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 7.5(3), to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

(8) WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 7.5(3), to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

(9) SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

(10) DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance.

(11) MANUFACTURED HOMES

- a) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.
- b) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:
  - 1. have the lowest floor elevated to the flood protection elevation; and
  - 2. be anchored so they do not float, collapse, or move laterally during a flood
- c) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 4.3(1).

(12) MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

- a) fully licensed and ready for highway use; or
- b) shall meet the elevation and anchoring requirements in s. 4.3 (11)(b) and (c).  
A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices and has no permanently attached additions.

## **5.0 OTHER FLOODPLAIN DISTRICTS**

### **5.1 GENERAL FLOODPLAIN DISTRICT (GFP)**

1) APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 1.5(2)(a).

2) FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 1.5(2)(a), the boundaries of the regulatory floodway shall be determined pursuant to s. 5.1(5). If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 3.0. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 4.0.

3) PERMITTED USES

Pursuant to s. 5.1(5) it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 3.2) and Floodfringe (s. 4.2) Districts are allowed within the General Floodplain District, according to the standards of s. 5.1(4) provided that all permits or certificates required under s. 7.1 have been issued.

4) STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 3.0 applies to floodway areas, determined to pursuant to 5.1(5); Section 4.0 applies to floodfringe areas, determined to pursuant to 5.1(5).

a) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

1. To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade; or
2. If the depth is not specified on the FIRM, to or above two (2) feet above the highest adjacent natural grade.

b) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.

c) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.

d) All development in zones AO and zone AH shall meet the requirements of s. 4.0 applicable to flood fringe areas.

5) DETERMINING FLOODWAY AND FLOODFRINGE LIMITS

Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

a) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures and the flood zone as shown on the FIRM.

b) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation and to determine floodway boundaries.

1. A Hydrologic and Hydraulic Study as specified in s. 7.1(2)(c).
2. Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, water supply, and sanitary facilities; soil types and other pertinent information.
3. Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, water supply and sanitary facilities.

### **3.1 NONCONFORMING USES**

#### **6.1 GENERAL**

##### 1) Applicability

a) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Stats. and §§ NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.

b) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.

2) The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

a) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other nonstructural components and the maintenance, repair or replacement of existing private sewage or water supply systems or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

b) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;

c) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current

value those modifications represent;

d) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). The costs of elevating the lowest floor of a nonconforming building or a building with a nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

e) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1). Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.

f) If on a per event basis the total value of the work being done under (d) and (e) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 4.3(1).

g) Except as provided in subd. (h), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

h) For nonconforming buildings that are substantially damaged or destroyed by a nonflood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

#### h.1. Residential Structures

h.1.a. Shall have the lowest floor, including basement, elevated to or above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of s. 7.5(2).

h.1.b. Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.

h.1.c. Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during

conditions of flooding.

h.1.d. In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.

h.1.e. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).

h.1.f. in AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

h.2. Nonresidential Structures

h.2.a. Shall meet the requirements of s. 6.1(2)(h)1a-f.

h.2.b. Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 7.5 (1) or (2).

h.2.c. In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 5.1(4).

3) A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 3.3 (1), flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 7.5 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 6.1 (2)(h)1 if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

4) Notwithstanding anything in this chapter to the contrary, modifications, additions, maintenance, and repairs to a nonconforming building shall not be prohibited based on cost and the building's nonconforming use shall be permitted to continue if:

a) Any living quarters in the nonconforming building are elevated to be at or above the flood protection elevation;

b) The lowest floor of the nonconforming building, including the basement, is elevated to or above the regional flood elevation;

c) The nonconforming building is permanently changed to conform to the applicable requirements of 2.0;

d) If the nonconforming building is in the floodway, the building is permanently changed to conform to the applicable requirements of 3.3(1), 3.3(2)(b) through (e), 3.3(3), 3.3(4), and 6.2. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4);

e) If the nonconforming building is in the floodfringe, the building is permanently changed to conform to the applicable requirements of 4.3 and 6.3;

f) Repair or reconstruction of nonconforming structures and substantial improvements of residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation;

g) Repair or reconstruction of nonconforming structures and substantial improvements of non-residential buildings in zones A1-30, AE, and AH must have the lowest floor (including basement) elevated to or above the base flood elevation, or (together with attendant utility and sanitary facilities) be designed so that below the base flood elevation the building is watertight with walls substantially impermeable to the passage of water and with structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

a.i. Where a non-residential structure is intended to be made watertight below the base flood elevation, a registered professional engineer or architect must develop and/or review structural design, specifications, and plans for the construction, and must certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions of s. 6.1(4)(g) above.

a.ii. The community must maintain a record of such certification including the specific elevation to which each such structure is floodproofed;

h) Fully enclosed areas below the lowest floor of repair or reconstruction of nonconforming structures and substantial improvements in zones A1-30, AE, and AH that are usable solely for parking of vehicles, building access, or storage, must be designed to adequately equalize hydrostatic forces on exterior walls by allowing for the entry and exit of floodwaters. Subsequent improvements to repaired or reconstructed nonconforming structures must not increase the degree of their nonconformity. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet the following criteria:

a.i. A minimum of two openings into each enclosed area must be located below the base flood elevation and provide a total net area of not less than one square inch for every square foot of enclosed area.

a.ii. The bottom of all openings must be no higher than one foot above the adjacent grade.

a.iii. Openings may be equipped with screens, louvers, valves, or other coverings if they permit the automatic entry and exit of floodwaters;

i) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH outside of a manufactured home park or subdivision, in a new manufactured home park or subdivision, in an expansion to an existing manufactured home park or subdivision, or in an existing manufactured home park or subdivision on which a manufactured home has incurred substantial damage as a result of flood, must be elevated on a permanent foundation such that the lowest floor of the manufactured home is at or above the base flood elevation, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

j) Manufactured homes that are placed or substantially improved within zones A1-30, AE, and AH on existing sites in an existing manufactured home park that is not undergoing expansion and on which a manufactured home has not incurred substantial damage as a result of flood must be elevated so that either the lowest floor of the manufactured home is at or above the base flood elevation, or the manufactured home chassis is supported by



reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade, and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement;

- k) Recreational vehicles placed on sites within zones A1-30, AH, and AE must either:
  - a.i. Be on site for fewer than 180 consecutive days; or
  - a.ii. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions); or
  - a.iii. Meet the elevation and anchoring requirements for manufactured homes in s. 6.1(4)(i) above;
- l) In a regulatory floodway that has been delineated on the FIRM in zone A1-30 or AE, encroachments, including repair or reconstruction of nonconforming structures, substantial improvement, or other development (including fill) must be prohibited unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment will not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- m) In zone A, the community must obtain, review, and reasonably utilize any base flood elevation and floodway data available from a federal, state, or other source as criteria for requiring repair or reconstruction of nonconforming structures, substantial improvement, and other development to meet ss. 6.1(4)(f) through (l) (inclusive) above. Any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- n) In zones A1-30 or AE where a regulatory floodway has not been delineated on the FIRM, repair or reconstruction of nonconforming structures, substantial improvement, or any development that adds additional fill or creates an encroachment in the floodplain from beyond the original nonconforming structure's 3-D building envelope must determine the floodway in accordance with section 5.1(5). If the encroachment is in the floodway, it must meet the standards in section 3.3(4). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity;
- o) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of residential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified). Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity; or
- p) In zone AO, repair or reconstruction of nonconforming structures and substantial improvements of nonresidential structures must have the lowest floor (including basement) elevated above the highest adjacent grade at least as high as the depth number specified in feet on the FIRM (at least two feet if no depth number is specified), or (together with

attendant utility and sanitary facilities) be structurally dry-floodproofed to that level according to the standard specified in s. 6.1(4)(g) above. Subsequent improvements to repair or reconstructed nonconforming structures must not increase the degree of their nonconformity.

## **6.2 FLOODWAY DISTRICT**

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:
  - a) Has been granted a permit or variance which meets all ordinance requirements;
  - b) Meets the requirements of s. 6.1;
  - c) Shall not increase the obstruction to flood flows or regional flood height;
  - d) Any addition to the existing structure shall be floodproofed, pursuant to s. 7.5, by means other than the use of fill, to the flood protection elevation; and,
  - e) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:
    - e.1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;
    - e.2. The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;
    - e.3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and
    - e.4. The use must be limited to parking, building access or limited storage.
- 2) No new onsite sewage disposal system, or addition to an existing onsite sewage disposal system, except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the Floodway District. Any replacement, repair or maintenance of an existing onsite sewage disposal system in a floodway area shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and Ch. SPS 383, Wis. Adm. Code.
- 3) No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 7.5(3) and chs. NR 811 and NR 812, Wis. Adm. Code.

## **6.3 FLOODFRINGE DISTRICT**

- 1) No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 4.3 except where s. 6.3(2) is applicable.
- 2) Where compliance with the provisions of subd. (1) would result in unnecessary hardship and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment/Appeals, using the procedures established in s.

7.3, may grant a variance from those provisions of subd. (1) for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

- a) No floor is allowed below the regional flood elevation for residential or commercial structures;
  - b) Human lives are not endangered;
  - c) Public facilities, such as water or sewer, shall not be installed;
  - d) Flood depths shall not exceed two feet;
  - e) Flood velocities shall not exceed two feet per second; and
  - f) The structure shall not be used for storage of materials as described in s. 4.3(5).
- 3) All new private sewage disposal systems, or addition to, replacement, repair or maintenance of a private sewage disposal system shall meet all the applicable provisions of all local ordinances, s. 7.5 (3) and ch. SPS 383, Wis. Adm. Code.
- 4) All new wells, or addition to, replacement, repair, or maintenance of a well shall meet the applicable provisions of this ordinance, s. 7.5 (3) and ch. NR 811 and NR 812, Wis. Adm. Code.

## **7.0 ADMINISTRATION**

Where a zoning administrator, planning agency or a board of appeals has already been appointed to administer a zoning ordinance adopted under ss. 59.69, 59.692 or 62.23(7), Stats., these officials shall also administer this ordinance.

### **1.1**

#### **ZONING ADMINISTRATOR**

##### **1) DUTIES AND POWERS**

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

- a) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.
- b) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate
- c) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.

- d) Keep records of all official actions such as:
  - 1. All permits issued, inspections made, and work approved;
  - 2. Documentation of certified lowest floor and regional flood elevations;
  - 3. Floodproofing certificates.
  - 4. Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments.
  - 5. All substantial damage assessment reports for floodplain structures.
  - 6. List of nonconforming structures and uses.
  
- e) Submit copies of the following items to the Department Regional office:
  - 1. Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;
  
  - 2. Copies of casebycase analyses and other required information.
  
  - 3. Copies of substantial damage assessments performed and all related correspondence concerning the assessments.
  
- f) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.
  
- g) Submit copies of amendments to the FEMA Regional office.

2) LAND USE PERMIT

A land use permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities, may be initiated. Application to the zoning administrator shall include:

a) GENERAL INFORMATION

- a.1. Name and address of the applicant, property owner and contractor;
  
- a.2. Legal description, proposed use, and whether it is new construction or a modification;

b) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

- b.1. Location, dimensions, area and elevation of the lot;
  
- b.2. Location of the ordinary highwater mark of any abutting navigable waterways;
  
- b.3. Location of any structures with distances measured from the lot lines and street center lines;
  
- b.4. Location of any existing or proposed onsite sewage systems or private water supply systems;
  
- b.5. Location and elevation of existing or future access roads;

- b.6. Location of floodplain and floodway limits as determined from the official floodplain zoning maps;
- b.7. The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);
- b.8. Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of s. 3.0 or 4.0 are met; and
- b.9. Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 2.1. This may include any of the information noted in s. 3.3(1).

c) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the State. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

- c.1. Zone A floodplains and in AE zones within which a floodway is not delineated:
  - c.1.a. Hydrology
    - c.1.a.i. The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.
    - c.1.b. Hydraulic modeling
      - The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:
        - c.1.b.i. determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.
        - c.1.b.ii. channel sections must be surveyed.
        - c.1.b.iii. minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.
        - c.1.b.iv. a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.
        - c.1.b.v. the most current version of HEC-RAS shall be used.
        - c.1.b.vi. a survey of bridge and culvert openings and the top of road is required at each structure.
        - c.1.b.vii. additional cross sections are required at the downstream and upstream

limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

- c.1.b.viii. standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.
- c.1.b.ix. the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

#### c.1.c. Mapping

A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

- c.1.c.i. If the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.
- c.1.c.ii. If any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

#### c.2. Zone AE Floodplains

##### c.2.a. Hydrology

If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

##### c.2.b. Hydraulic model

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

##### c.2.b.i. Duplicate Effective Model

The effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous FIS model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

##### c.2.b.ii. Corrected Effective Model.

The Corrected Effective Model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

- c.2.b.iii. Existing (Pre-Project Conditions) Model.  
The Existing Model shall be required to support conclusions about the actual impacts of the project associated with the Revised (Post-Project) Model or to establish more up-to-date models on which to base the Revised (Post-Project) Model.
- c.2.b.iv. Revised (Post-Project Conditions) Model.  
The Revised (Post-Project Conditions) Model shall incorporate the Existing Model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.
- c.2.b.v. All changes to the Duplicate Effective Model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.
- c.2.b.vi. Changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models upstream and downstream of the revised reach as required. The Effective Model shall not be truncated.
- c.2.c. Mapping  
Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:
  - c.2.c.i. Consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.
  - c.2.c.ii. Certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
  - c.2.c.iii. Annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.
  - c.2.c.iv. If an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.
  - c.2.c.v. The revised floodplain boundaries shall tie into the effective floodplain boundaries.
  - c.2.c.vi. All cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.
  - c.2.c.vii. Both the current and proposed floodways shall be shown on the map.

c.2.c.viii. The stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

d) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or FIS, that took effect after the permit date.

3) CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

a) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;

b) Application for such certificate shall be concurrent with the application for a permit;

c) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;

d) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 7.5 are met.

e) Where applicable pursuant to s. 5.1(4), the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement.

f) Where applicable pursuant to s. 5.1(4), the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 5.1(4).

4) OTHER PERMITS

Prior to obtaining a floodplain development permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

**7.2 ZONING AGENCY**

1) The City of Chippewa Falls Floodplain Board of Appeals shall:

a) oversee the functions of the office of the zoning administrator; and

b) review and advise the governing body on all proposed amendments to this ordinance, maps, and text.

c) publish adequate notice pursuant to Ch. 985, Stats., specifying the date, time, place, and



subject of the public hearing.

- 2) The City of Chippewa Falls Floodplain Board of Appeals shall not:
  - a) grant variances to the terms of the ordinance in place of action by the Board of Adjustment/Appeals; or
  - b) amend the text or zoning maps in place of official action by the governing body.

### **7.3 BOARD OF ADJUSTMENT/APPEALS**

The Board of Appeals, created under s. 62.23(7)(e), Stats., for cities is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

#### **1) POWERS AND DUTIES**

The Board of Appeals shall:

- a) Appeals Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;
  - b) Boundary Disputes Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and
  - c) Variances Hear and decide, upon appeal, variances from the ordinance standards.
- 2) **APPEALS TO THE BOARD**
    - a) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

#### **b) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES**

b.1. Notice The board shall:

- b.1.a. Fix a reasonable time for the hearing;
- b.1.b. Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and
- b.1.c. Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

b.2. Hearing Any party may appear in person or by agent. The board shall:

- b.2.a. Resolve boundary disputes according to s. 7.3(3);
- b.2.b. Decide variance applications according to s. 7.3(4); and
- b.2.c. Decide appeals of permit denials according to s. 7.4.

c) DECISION: The final decision regarding the appeal or variance application shall:

- c.1. Be made within a reasonable time;

- c.2. Be sent to the Department Regional office within 10 days of the decision;
- c.3. Be a written determination signed by the chairman or secretary of the Board;
- c.4. State the specific facts which are the basis for the Board's decision;
- c.5. Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and
- c.6. Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

3) BOUNDARY DISPUTES

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

- a) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary.
- b) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and
- c) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 8.0 *Amendments*.

4) VARIANCE

a) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

- a.1. Literal enforcement of the ordinance will cause unnecessary hardship;
- a.2. The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;
- a.3. The variance is not contrary to the public interest; and
- a.4. The variance is consistent with the purpose of this ordinance in s. 1.3.

b) In addition to the criteria in subd. (a), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

- b.1. The variance shall not cause any increase in the regional flood elevation;
- b.2. The applicant has shown good and sufficient cause for issuance of the variance;
- b.3. Failure to grant the variance would result in exceptional hardship;

b.4. Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances;

b.5. The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

c) A variance shall not:

c.1. Grant, extend or increase any use prohibited in the zoning district;

c.2. Be granted for a hardship based solely on an economic gain or loss;

c.3. Be granted for a hardship which is selfcreated.

c.4. Damage the rights or property values of other persons in the area;

c.5. Allow actions without the amendments to this ordinance or map(s) required in s. 8.0 *Amendments*; and

c.6. Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

d) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to \$25.00 per \$100.00 of coverage. A copy shall be maintained with the variance record.

#### **7.4 TO REVIEW APPEALS OF PERMIT DENIALS**

(1) The Zoning Agency (s. 7.2) or Board shall review all data related to the appeal. This may include:

a. Permit application data listed in s. 7.1(2);

b. Floodway/floodfringe determination data in s. 5.1(5);

c. Data listed in s. 3.3(1)(b) where the applicant has not submitted this information to the zoning administrator; and

d. Other data submitted with the application or submitted to the Board with the appeal.

(2) For appeals of all denied permits the Board shall:

a. Follow the procedures of s. 7.3;

b. Consider zoning agency recommendations; and

c. Either uphold the denial or grant the appeal.

(3) For appeals concerning increases in regional flood elevation the Board shall:

a. Uphold the denial where the Board agrees with the data showing an increase in flood

elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 8.0 *Amendments*; and

b. Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

## **7.5 FLOODPROOFING STANDARDS**

(1) No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 2.0, 3.0, 4.0 or 5.1.

(2) For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

a. certified by a registered professional engineer or architect; or

b. meeting or exceeding the following standards:

1. a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. the bottom of all openings shall be no higher than one foot above grade; and

3. openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

(3) Floodproofing measures shall be designed, as appropriate, to:

a. Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;

b. Protect structures to the flood protection elevation;

c. Anchor structures to foundations to resist flotation and lateral movement;

d. Minimize or eliminate infiltration of flood waters;

e. Minimize or eliminate discharges into flood waters;

f. Placement of essential utilities to or above the flood protection elevation; and

g. If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

g.1. The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

g.2. The parts of the foundation located below the flood protection elevation

must be constructed of flood-resistant materials;

g.3. Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

g.4. The use must be limited to parking, building access or limited storage.

## **7.6 PUBLIC INFORMATION**

- (1) Place marks on structures to show the depth of inundation during the regional flood.
- (2) All maps, engineering data and regulations shall be available and widely distributed.
- (3) Real estate transfers should show what floodplain district any real property is in.

## **8.0 AMENDMENTS**

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1.

- (1) In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 8.1. Any such alterations must be reviewed and approved by FEMA and the DNR.
- (2) In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 8.1.

### **8.1**

#### **GENERAL**

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 8.2 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

- (1) Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;
- (2) Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;
- (3) Any changes to any other officially adopted floodplain maps listed in s. 1.5 (2)(b);
- (4) Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;
- (5) Correction of discrepancies between the water surface profiles and floodplain maps;
- (6) Any upgrade to a floodplain zoning ordinance text required by s. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and
- (7) All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

## **8.2 PROCEDURES**

Ordinance amendments may be made upon petition of any party according to the provisions of s. 62.23, Stats., for cities. The petitions shall include all data required by s. 5.1(5) and 7.1(2). The Land Use Permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes.

- (1) The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 62.23, Stats., for cities.
- (2) No amendments shall become effective until reviewed and approved by the Department.
- (3) All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

## **9.0 ENFORCEMENT AND PENALTIES**

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than \$50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Stats

## **10.0 DEFINITIONS**

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

1. A ZONES – Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
2. AH ZONE – See “AREA OF SHALLOW FLOODING”.
3. AO ZONE – See “AREA OF SHALLOW FLOODING”.
4. ACCESSORY STRUCTURE OR USE – A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
5. ALTERATION – An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
6. AREA OF SHALLOW FLOODING – A designated AO, AH, AR/AO, AR/AH, or VO zone on a community’s Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where

the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

7. **BASE FLOOD** – Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
8. **BASEMENT** – Any enclosed area of a building having its floor sub-grade on all sides.
9. **BREAKAWAY WALL** – A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.
10. **BUILDING** – See **STRUCTURE**.
11. **BULKHEAD LINE** – A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.
12. **CAMPGROUND** – Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
13. **CAMPING UNIT** – Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.
14. **CERTIFICATE OF COMPLIANCE** – A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.
15. **CHANNEL** – A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
16. **CRAWLWAYS or CRAWL SPACE** – An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.
17. **DECK** – An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.
18. **DEPARTMENT** – The Wisconsin Department of Natural Resources.
19. **DEVELOPMENT** – Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
20. **DRYLAND ACCESS** – A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

21. ENCROACHMENT – Any fill, structure, equipment, use or development in the floodway.
22. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) – The federal agency that administers the National Flood Insurance Program.
23. FLOOD INSURANCE RATE MAP (FIRM) – A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
24. FLOOD or FLOODING – A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:
  - The overflow or rise of inland waters;
  - The rapid accumulation or runoff of surface waters from any source;
  - The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
  - The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.
25. FLOOD FREQUENCY – The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.
26. FLOODFRINGE – That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.
27. FLOOD HAZARD BOUNDARY MAP – A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered AZones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.
28. FLOOD INSURANCE STUDY – A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered AZones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.
29. FLOODPLAIN – Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.
30. FLOODPLAIN ISLAND – A natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.
31. FLOODPLAIN MANAGEMENT – Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.
32. FLOOD PROFILE – A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.



33. FLOODPROOFING – Any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.
34. FLOOD PROTECTION ELEVATION – An elevation of two feet of freeboard above the Regional Flood Elevation. (Also see: FREEBOARD.)
35. FLOOD STORAGE – Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.
36. FLOODWAY – The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
37. FREEBOARD – A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.
38. HABITABLE STRUCTURE – Any structure or portion thereof used or designed for human habitation.
39. HEARING NOTICE – Publication or posting meeting the requirements of Ch. 985, Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.
40. HIGH FLOOD DAMAGE POTENTIAL – Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.
41. HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
42. HISTORIC STRUCTURE – Any structure that is either:
  - Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
  - Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
  - Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
  - Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
43. INCREASE IN REGIONAL FLOOD HEIGHT – A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.
44. LAND USE – Any nonstructural use made of unimproved or improved real estate. (Also see DEVELOPMENT.)

45. **LOWEST ADJACENT GRADE** – Elevation of the lowest ground surface that touches any of the exterior walls of a building.
46. **LOWEST FLOOR** – The lowest floor of the lowest enclosed area (including basement).
47. **MAINTENANCE** – The act or process of ordinary upkeep and repairs, including redecorating, refinishing, nonstructural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.
48. **MANUFACTURED HOME** – A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
49. **MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION** – A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
50. **MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING** – A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.
51. **MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING** – The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets and either final site grading, or the pouring of concrete pads.
52. **MOBILE RECREATIONAL VEHICLE** – A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."
53. **MODEL, CORRECTED EFFECTIVE** – A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.
54. **MODEL, DUPLICATE EFFECTIVE** – A copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
55. **MODEL, EFFECTIVE** – The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
56. **MODEL, EXISTING (PRE-PROJECT)** – A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

57. **MODEL, REVISED (POST-PROJECT)** – A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
58. **MUNICIPALITY or MUNICIPAL** – The county, city or village governmental units enacting, administering, and enforcing this zoning ordinance.
59. **NAVD or NORTH AMERICAN VERTICAL DATUM** – Elevations referenced to mean sea level datum, 1988 adjustment.
60. **NGVD or NATIONAL GEODETIC VERTICAL DATUM** – Elevations referenced to mean sea level datum, 1929 adjustment.
61. **NEW CONSTRUCTION** – Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.
62. **NON-FLOOD DISASTER** – A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.
63. **NONCONFORMING STRUCTURE** – An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming.)
64. **NONCONFORMING USE** – An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
65. **OBSTRUCTION TO FLOW** – Any development which blocks the conveyance of floodwaters such that this development alone or together with any future development will cause an increase in regional flood height.
66. **OFFICIAL FLOODPLAIN ZONING MAP** – That map, adopted and made part of this ordinance, as described in s. 1.5(2), which has been approved by the Department and FEMA.
67. **OPEN SPACE USE** – Those uses having a relatively low flood damage potential and not involving structures.
68. **ORDINARY HIGHWATER MARK** – The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
69. **PERSON** – An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.
70. **PRIVATE SEWAGE SYSTEM** – A sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure.
71. **PUBLIC UTILITIES** – Those utilities using underground or overhead transmission lines such as

electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

72. **REASONABLY SAFE FROM FLOODING** – Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.
73. **REGIONAL FLOOD** – A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE is equivalent to the BFE.
74. **START OF CONSTRUCTION** – The date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
75. **STRUCTURE** – Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.
76. **SUBDIVISION** – Has the meaning given in s. 236.02(12), Wis. Stats.
77. **SUBSTANTIAL DAMAGE** – Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
78. **SUBSTANTIAL IMPROVEMENT** – Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.
79. **UNNECESSARY HARDSHIP** – Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.
80. **VARIANCE** – An authorization by the board of adjustment or appeals for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.
81. **VIOLATION** – The failure of a structure or other development to be fully compliant with the

floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

82. WATERSHED – The entire region contributing runoff or surface water to a watercourse or body of water.
83. WATER SURFACE PROFILE – A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
84. WELL – means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

**RESOLUTION NO. 2023-22**

**RESOLUTION  
APPROVING A CERTIFIED SURVEY MAP**

**RESOLVED**, that a Certified Survey Map being part of Lot 1, Block 4, 2<sup>nd</sup> Chippewa Falls Industrial Park, located in the NE ¼ of the NE ¼ in Section 32, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin prepared by Hiess-Loken & Associates LLC. on behalf of Mark Connell, Lowater LLC is hereby approved by the Chippewa Falls Common Council. City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 20<sup>th</sup> day of June, 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

**RESOLUTION NO. 2023-23**

**RESOLUTION  
APPROVING A CERTIFIED SURVEY MAP**

**RESOLVED**, that a Certified Survey Map being Lots 9 and 10, Block 27, Allen's Addition, located in the NW ¼ of the NE ¼, Section 6, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin prepared by Hiess-Loken & Associates LLC on behalf of Robert and Anneliese Fish is hereby approved by the Chippewa Falls Common Council. City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 20<sup>th</sup> day of June, 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

**COMPLIANCE MAINTENANCE RESOLUTION**

WHEREAS: Wisconsin Administrative Code NR 208 requires the Owner of a wastewater treatment facility to complete an electronic Compliance Maintenance Annual Report (eCMAR).

WHEREAS: The Manager of Public Utilities has completed the eCMAR for 2022 and presented it to the Board of Public Works.

WHEREAS: Two quarterly BioSolids Molybdenum analyses, 65mg/kg,66mg/kg, exceeded 80% of the 75mg/kg ceiling limit, (60 mg/kg).

WHEREAS: Biosolids were land applied one pound of Nitrogen per acre in excess of the Recommended Requirement for the crop of 140 lbs. per acre on one 6.5-acre field due to an application rate calculation data error.

WHEREAS: The Board of Public Works reviewed the eCMAR on June 12, 2023 and recommended adoption of a resolution documenting the review of the eCMAR.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin informs the Department of Natural Resources that the electronic Compliance Maintenance Annual Report has been reviewed and corrective actions have been taken.

- Continue monitoring Influent Molybdenum loadings and Industry compliance with Local Discharge Permit requirements.
- Double check data used for rate application calculations for correctness.

BE IT FURTHER RESOLVED, that the Manager of Public Utilities is directed to submit this resolution and eCMAR to the DNR.

Dated this 20th Day of June, 2023

ADOPTED \_\_\_\_\_ Council President

APPROVED \_\_\_\_\_ Mayor

ATTEST \_\_\_\_\_ City Clerk



Resolution No. 2023-25

INITIAL RESOLUTION AUTHORIZING \$1,185,000 GENERAL  
OBLIGATION BONDS FOR STREET IMPROVEMENT PROJECTS

BE IT RESOLVED by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,185,000 for the public purpose of paying the cost of street improvement projects.

Adopted, approved and recorded June 20, 2023.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

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

(SEAL)

Resolution No. 2023-26

INITIAL RESOLUTION AUTHORIZING \$505,000 GENERAL OBLIGATION  
BONDS FOR SEWERAGE PROJECTS

BE IT RESOLVED by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$505,000 for the public purpose of paying the cost of sewerage projects, consisting of storm sewer projects.

Adopted, approved and recorded June 20, 2023.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

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

(SEAL)

Resolution No. 2023-27

INITIAL RESOLUTION AUTHORIZING \$2,085,000 GENERAL  
OBLIGATION REFUNDING BONDS

BE IT RESOLVED by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$2,085,000 for the public purpose of paying the cost of refunding obligations of the City, including interest on them.

Adopted, approved and recorded June 20, 2023.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

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

(SEAL)

Resolution No. 2023-28

RESOLUTION DIRECTING PUBLICATION OF NOTICE TO ELECTORS  
RELATING TO BOND ISSUES

WHEREAS, initial resolutions authorizing general obligation bonds have been adopted by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") and it is now necessary that said initial resolutions be published to afford notice to the residents of the City of their adoption;

NOW, THEREFORE, BE IT RESOLVED that the City Clerk shall, within 15 days, publish a notice to the electors in substantially the form attached hereto in the official City newspaper as a class 1 notice under Ch. 985, Wis. Stats.

Adopted, approved and recorded June 20, 2023.

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Gregory S. Hoffman  
Mayor

ATTEST:

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Bridget Givens  
City Clerk

(SEAL)

CITY OF CHIPPEWA FALLS

NOTICE TO ELECTORS RELATING TO BOND ISSUES

NOTICE IS HEREBY GIVEN, that on June 20, 2023, at a meeting of the Common Council of the City of Chippewa Falls, the following resolutions were adopted and recorded pursuant to Section 67.05(1), Wisconsin Statutes:

INITIAL RESOLUTION AUTHORIZING  
\$1,185,000 GENERAL OBLIGATION BONDS  
FOR STREET IMPROVEMENT PROJECTS

BE IT RESOLVED by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$1,185,000 for the public purpose of paying the cost of street improvement projects.

INITIAL RESOLUTION AUTHORIZING  
\$505,000 GENERAL OBLIGATION BONDS FOR  
SEWERAGE PROJECTS

BE IT RESOLVED by the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin, that there shall be issued, pursuant to Chapter 67, Wisconsin Statutes, general obligation bonds in an amount not to exceed \$505,000 for the public purpose of paying the cost of sewerage projects, consisting of storm sewer projects.

The Wisconsin Statutes (s. 67.05(7)(b)) provide that initial resolutions need not be submitted to the electors unless within 30 days after adoption of the initial resolutions a petition is filed in the City Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast for governor in the City at the last general election. A petition may be filed with respect to any one or more of the initial resolutions.

City of Chippewa Falls

Bridget Givens  
City Clerk

Resolution No. 2023-29

RESOLUTION PROVIDING FOR THE SALE OF NOT TO EXCEED \$3,775,000  
GENERAL OBLIGATION CORPORATE PURPOSE BONDS

WHEREAS, the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") has adopted initial resolutions (the "Initial Resolutions") authorizing the issuance of general obligation bonds for the following public purposes and in the following amounts:

- (a) \$1,185,000 for street improvement projects;
- (b) \$505,000 for sewerage projects, consisting of storm sewer projects; and
- (c) \$2,085,000 for refunding obligations of the City, including interest on them.

WHEREAS, the Common Council hereby finds and determines that the projects and refunding described in the Initial Resolutions are within the City's power to undertake and therefore serve a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Combination of Issues. The issues referred to above are hereby combined into one issue of bonds designated "General Obligation Corporate Purpose Bonds" (the "Bonds") in an amount not to exceed \$3,775,000 for the purposes above specified.

Section 2. Sale of the Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with Ehlers & Associates, Inc. ("Ehlers")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with Ehlers) shall cause an Official Statement to be prepared and distributed. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Official Statement, such certification to constitute full authorization of such Official Statement under this resolution.

Section 5. Reimbursement. The Common Council hereby officially declares its intent pursuant to Treasury Regulation Section 1.150-2 to reimburse any expenditures made in connection with the projects described in the Initial Resolutions prior to the issuance of the Bonds with the proceeds of the Bonds in an amount not to exceed \$1,690,000.

Adopted, approved and recorded June 20, 2023.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

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

(SEAL)



**STATE/MUNICIPAL AGREEMENT  
FOR A STATE- LET LOCAL  
BRIDGE PROJECT**

Program Name: Local Bridge  
Sub-program #: 205  
Cycle: FFY 2023-2026

|   |                                  |
|---|----------------------------------|
| DATE:   | 5/24/2023                        |
| DESIGN ID:  | 8996-01-20                       |
| CONSTRUCTION ID:                                      | 8996-01-21                       |
| ROAD NAME:  | Central Street                   |
| BRIDGE ID:  | P-09-0715                        |
| TITLE:  | C CHIPPEWA FALLS,<br>CENTRAL ST  |
| LIMITS:   | DUNCAN CREEK<br>BRIDGE P-09-0715 |
| COUNTY:   | Chippewa                         |
| LENGTH (FT)   | 235                              |
| FACILITY OWNER:                                       | City of Chippewa<br>Falls        |
| PROJECT SPONSOR:                                      | City of Chippewa<br>Falls        |
| DESIGN SCHEDULED FOR STATE FISCAL YEAR:<br>2024       |                                  |
| CONSTRUCTION SCHEDULED FOR STATE<br>FISCAL YEAR: 2027 |                                  |

The signatory, **City of Chippewa Falls**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

**NEEDS AND ESTIMATE SUMMARY:**

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

The Municipality may elect to construct alternative designs but approved Local Bridge Improvement Assistance Program (s84.18(2)(e)) funding will be limited to a maximum of 80 percent of the cost of the minimum eligible scope of the project.



**TABLE A**

|  | Existing Facility – Current structure and condition | Proposed Improvement – Approved Scope | Notes:                    |
|--|---|---------------------------------------|---------------------------|
| Type of facility                                     | bridge  | bridge                                | historic structure        |
| Bridge ID  | P-09-0715   |                                       |                           |
| Structure passes over                                | Duncan Creek  |                                       |                           |
| Clear bridge width                                   | 30 ft   | 30 ft                                 |                           |
| Bridge length  | 135 ft  | 135 ft                                |                           |
| Total length of approach work                        |   | 100 ft                                |                           |
| Number of spans                                      | 1   | 1                                     |                           |
| Special safety issues                                | no  |                                       |                           |
| Sidewalk   | both sides  | both sides                            |                           |
| Sidewalk along approach                              | both sides  | both sides                            |                           |
| Bicycle / pedestrian improvements required           |   |                                       |                           |
| Improvement type as indicated on project application |   | Replacement                           |                           |
| Acquisition of right-of-way                          |   | not expected                          | 100% local responsibility |
| Approach width and type                              | 38 ft / asphalt                                     |                                       |                           |
| Approach shoulder width and type                     |   | curb and gutter                       |                           |
| Bridge rail  |   | yes                                   |                           |
| Beam guard   |   | yes                                   |                           |

**Non-participating work, additional notes:**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code, or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

A nominal amount (\$500) has been added for maintenance and repair of haul roads.

The Municipality agrees to the following FFY 2023-2026 Local Bridge Program project funding conditions:

**Project Design costs** are funded with up to 80% state/federal funding up to a funding limit of \$300,160.00. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$ 300,160.00 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

**Project Construction costs** are funded with up to 80% state/federal funding up to a funding limit of \$2,296,320.00. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,296,320.00 state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2027. Sunset date: June 30, 2032

**Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

**In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.**

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

**TABLE B  
SUMMARY OF COSTS**

| PHASE                               | Total Est. Project Cost | Federal / State Funds               | %   | Municipal Funds     | %         |
|-------------------------------------|-------------------------|-------------------------------------|-----|---------------------|-----------|
| <b>8996-01-20</b>                   |                         |                                     |     |                     |           |
| Design                              | \$350,200.00            | \$280,160.00                        | 80% | \$70,040            | 20% + BAL |
| State Review                        | \$25,000.00             | \$20,000.00                         | 80% | \$5,000             | 20% + BAL |
| <i>Project total</i>                | <i>\$375,200.00</i>     | <i>\$300,160.00</i>                 |     | <i>\$75,040</i>     |           |
| <b>8996-01-21</b>                   |                         |                                     |     |                     |           |
| Participating Construction          | \$2,575,000.00          | \$2,060,000.00                      | 80% | \$515,000           | 20% + BAL |
| Construction Engineering            | \$270,400.00            | \$216,320.00                        | 80% | \$54,080            | 20% + BAL |
| Non-Participating Construction      | \$500.00                |                                     | 0%  | \$500               | 100%      |
| State Review                        | \$25,000.00             | \$20,000.00                         | 80% | \$5,000             | 20% + BAL |
| <i>Project total</i>                | <i>\$2,870,900.00</i>   | <i>\$2,296,320.00</i>               |     | <i>\$574,580.00</i> |           |
| <b>Total Est. Cost Distribution</b> | <b>\$3,246,100.00</b>   | <b>\$2,596,480.00</b>               |     | <b>\$649,620.00</b> |           |
| * Design ID                         | 8996-01-20              | federal/state funding is limited to |     | \$300,160.00        |           |
| * Construction ID                   | 8996-01-21              | federal/state funding is limited to |     | \$2,296,320.00      |           |

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

|  |       |
|--|-------|
| Signed for and in behalf of: <b>City of Chippewa Falls</b> |       |
| Name (print)   | Title |
| Signature  | Date  |
| Signed for and in behalf of the <b>State</b>               |       |
| Name (print)   | Title |
| Signature  | Date  |

**GENERAL TERMS AND CONDITIONS:**

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.

3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
  - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
  - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
  - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
  - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
  - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
  - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
  - h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
  - i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
  - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

#### STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved FFY 2023 - 2026 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
  - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
  - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
  - c. Storm sewer mains necessary for the surface water drainage.
  - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
  - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
  - g. New installations or alteration of street lighting and traffic signals or devices.
  - h. Landscaping.
  - i. Preliminary engineering and design.
  - j. State review services.
5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
  6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

**MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:**

7. Work necessary to complete the FFY 2023–2026 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
  - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
  - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
  - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
  - d. Conditioning, if required and maintenance of detour routes.
  - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
  - f. All work related to underground storage tanks and contaminated soils.
  - g. Street and bridge width in excess of standards.
  - h. Real estate for the improvement.
8. This line intentionally left blank.
9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.

12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject FFY 2023-2026 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
  - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
  - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
  - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
  - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
  - e. Provide complete plans, specifications, and estimates to State upon request.
  - f. Provide relocation orders and real estate plats to State upon request.
  - g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
  - h. Provide maintenance and energy for lighting.
  - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
18. It is further agreed by the Municipality that:
  - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state

and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.

- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

#### LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.

21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

#### PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following FFY 2023-2026 Local Bridge Program project funding conditions:
- a. ID 8996-01-20: Design is funded with 80% state/federal funding up to a funding limit of \$300,160.00, where applicable when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$300,160.00 state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with state/federal funding and 20% by the Municipality.
  - b. Real estate acquisition is 100% the responsibility of the Municipality.
  - c. ID 8996-01-21: Construction
    - i. Costs for construction, engineering, and state review are funded with 80% state/federal funding up to a funding limit of \$2,296,320.00, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$2,296,320.00 state/federal funding limit.
    - ii. Non-participating costs for are funded 100% by the Municipality. Costs include construction delivery.

**[End of Document]**



## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between the City of Chippewa Falls ("Client"), and SEH ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated May 31, 2023 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: **SFY24 SDW Application/Administration – Lead Service Line (LSL) Replacement.**

Client's Authorized Representative: Matthew Boos

Address: 30 West Central Street

Chippewa Falls, WI 54729

Telephone: 715.720.6981 email: mboos@chippewafalls-wi.gov

Project Manager: Nate Day

Address: 6808 Odana Road, Suite 200

Madison, WI 53719

Telephone: 608.620.6185 email: nday@sehinc.com

### Project Understanding:

Consultant understands that the City of Chippewa Falls, WI would like to apply to the Wisconsin Department of Natural Resources (WDNR) Safe Drinking Water (SDW) Loan Program to assist with financing lead service line replacement.

Scope: The Basic Services to be provided by Consultant:

### Task 1: Safe Drinking Water (SDW) Loan Application

1. Work with Client to determine the scope of the project for submittal to the WDNR – Replacement of LSL's.
2. Assemble required documentation. Consultant will work with the Client Staff, Financial Advisor, Bond Counsel, Engineer, Attorney, and other professionals as required to assemble required documentation for the SDW application.
3. Draft resolution and work with Client to on adoption of required Reimbursement Resolution.
4. Complete the Financial Assistance Application and submit to the Wisconsin Department of Natural Resources (DNR) through the electronic filing system.
5. Submit required documentation for Disadvantaged Business Enterprise (DBE), American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance, and Green Project Reserve certification.
6. Coordinate with the Engineer submission of plans, specifications, and engineering report.
7. Coordinate with Client and submit necessary financial documentation.

*Task 2 will only be completed upon acceptance of funding application from WDNR.*

### Task 2: SDW Loan Administration

1. Loan Closing. Coordination of loan closing between the Client, DNR and DOA.
2. General Administration.
  - a. Set up a complete set of file folders that meet DNR requirements.
  - b. Review proposed contract between the Client and DNR. Propose revisions to contract.
3. Financial Management.
  - a. Draft all financial management forms.
  - b. Complete all drawdown requests for submittal to DNR.

- c. Maintain required records.
- d. Final reporting.
- 4. Equal Opportunity and Procurement Requirements.
  - a. Ensure compliance with MBE/WBE requirements.
  - b. Maintain compliance with Executive Order 11246, 11914 and 11250 and the Age Discrimination Act (P.L. 94-135).
  - c. Ensure all required federal and state forms are in all bidding documents, as appropriate.
- 5. Document compliance with Drug-Free Workplace Act, (P.L. 100-690).
- 6. Assist the Client in documenting compliance with the Real Property Acquisition Policies Act.
- 7. American Iron and Steel (AIS) or Build America, Buy America (BABA) Compliance.
- 8. Assist in Central Contractor Registration requirements.
- 9. Labor Standards.
  - a. Ensure proper Davis Bacon Wage Rates are inserted in all bid documents.
  - b. Assist with Davis Bacon requirements.
  - c. Review payrolls on a weekly basis.
  - d. Document payroll violations.
  - e. Work with contractor to correct wage underpayments (if applicable).
- 10. Document compliance with lobbying restrictions (Section 319 (P.L. 101-121).
- 11. Audit Requirements. Determine what level of Audit (if any) is required. Coordinate and submit audit. Audits and Audit costs are the responsibility of the Client.
- 12. Close Out. Complete Close out documentation. Schedule and participate in DNR monitoring visit (if required by DNR).

*The fee for Task 2 – SDW Administration is based on a construction period of one construction season (up to 8 months) requiring one bid package, with a single general contractor.*

**Additional Services:** These services are not included in the estimated fee. If requested by the Client, Consultant will complete them on a time and materials basis at Consultant's current rates.

1. **Detailed Historical/Archeological Review:** This section applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. Projects that are determined to impact historic or potentially historic properties or are located in historic districts may have a higher standard of review. This may include documentation of compliance with 36 CFR Part 800, Protection of Historic Properties (also known as Section 106 Compliance). This is in addition to any local ordinance compliance with the Client's Municipal Code or other requirements associated with development in the historic districts.
2. **Detailed Floodplain/Wetland Review:** This applies to providing documentation above and beyond the original submittal that is required to accompany the Financial Assistance Application. If portions of this project occur in an area identified as flood hazard areas, further study will be required, and documentation provided as an additional service.
3. **Publication of Notices** required by the grant application or administration process: Publishing arrangements and all costs associated with any required public notices shall be a direct expense of the Client.
4. **Labor Standards:** As of the time of this contract, field interviews to determine compliance with Federal Labor Standards is not required by DNR. Should such requirements change or should there be evidence of failure by contractor(s) to comply with wage requirements and field interviews are required, Consultant will complete said interviews as an additional service.
5. **Build America, Buy America (BABA):** As of the time of this contract, this project is not deemed to be a federal equivalency project, therefore is not required to comply with BABA for the purchase of products and construction materials. Should this project be determined to require federal equivalency, additional work will be required.

6. **Accounting, Financial Advisor or Legal fees** that may be required as part of the grant application or administration process.

**Schedule:** Our services will begin promptly upon the approval of this agreement. Task 1 will be complete by June 30, 2023, to meet the WDNR SDW application deadline. Task 2 to include additional coordination for the submittal of required documents through loan closing. WDNR SDW Administration is ongoing during construction and will be completed approximately 90-days after final construction. If there are delays in the Project that are beyond Consultant's control, Client agrees to grant additional time to complete the services.

**Payment:** The lump sum fee including expenses and equipment is \$28,000 and broken out by task is:  
Task 1 - \$6,000  
Task 2 - \$22,000

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.


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.

**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:  
None.

[https://sehincazure-my.sharepoint.com/personal/nday\\_sehinc\\_com/documents/desktop/project folders/\\_pursuits/20230522 sdw chippewa falls sla.docx](https://sehincazure-my.sharepoint.com/personal/nday_sehinc_com/documents/desktop/project%20folders/_pursuits/20230522%20sdw%20chippewa%20falls%20sla.docx)

Short Elliott Hendrickson Inc.

City of Chippewa Falls

By:   
\_\_\_\_\_  
Jeff Nussbaum, PE (WI)  
Title: Client Service Manager  
\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Exhibit A-2  
to Agreement for Professional Services  
Between City of Chippewa Falls, WI (Client)  
and  
Short Elliott Hendrickson Inc. (Consultant)  
Dated May 31, 2023

**Payments to Consultant for Services and Expenses  
Using the Lump Sum Basis Option**

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

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. 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.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

# 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 ("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 the 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 the 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 the 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, including delivery of documents, CAD files, or information not expressly included as deliverables, 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 seven days written notice or, at its option, accept an equitable adjustment of compensation provided for elsewhere in this Agreement to reflect 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, such as 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; and 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 Project site to locate and mark said utilities upon request, relocate and/or protect said utilities 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.
6. Client agrees to reasonably cooperate, when requested, to assist Consultant with the investigation and addressing of any complaints made by Consultant's employees related to inappropriate or unwelcomed actions by Client or Client's employees or agents. This shall include, but not be limited to, providing access to Client's employees for Consultant's investigation, attendance at hearings, responding to inquiries and providing full access to Client files and information related to Consultant's employees, if any. Client agrees that Consultant retains the absolute right to remove any of its employees from Client's facilities if Consultant, in its sole discretion, determines such removal is advisable. Consultant, likewise, agrees to reasonably cooperate with Client with respect to the foregoing in connection with any complaints made by Client's employees.
7. Client acknowledges that Consultant has expended significant effort and expense in training and developing Consultant's employees. Therefore, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services under this Agreement, whichever is longer, Client shall not directly or indirectly: (1) hire, solicit or encourage any employee of Consultant to leave the employ of Consultant; (2) hire, solicit or encourage any consultant or independent contractor to cease work with Consultant; or (3) circumvent Consultant by conducting business directly with its employees. The two-year period set forth in this section shall be extended commensurately with any amount of time during which Client has violated its terms.

## 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 Services or deliverables 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, deliverables, 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.
- Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
  - 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

- 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.
- 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.
- Consultant's Opinions of Probable Construction Cost are provided if agreed upon in writing and made on the basis of Consultant's experience and qualifications. 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 Probable Construction Cost prepared by Consultant. If Client wishes greater assurance as to construction costs, Client shall employ an Independent cost estimator.

##### B. Indemnity for Environmental Issues

- 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 Liability

- The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for 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).
- 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, or reputation; and 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. Consultant expressly disclaims any duty to defend Client for any alleged actions or damages.
- 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.

- Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued, and the applicable statutes of limitations shall commence to run, not later than either the date of Substantial Completion for acts or failures to act occurring prior to substantial completion or the date of issuance of the final Invoice for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Services are substantially completed.

##### D. Assignment

- 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.

##### E. Dispute Resolution

- Any dispute between Client and Consultant arising out of or relating to this Agreement or the Services (except for unpaid invoices which are governed by Section III) shall be submitted to 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.
- Any dispute not settled through mediation shall be settled through litigation in the state and county where the Project at issue is located.

#### SECTION V – INTELLECTUAL PROPERTY

##### A. Proprietary Information

- 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"). Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
- Notwithstanding anything to the contrary, 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. 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.

##### B. Client Use of Instruments of Service

- Provided that Consultant has been paid in full for its Services, Client shall have the right in the form of a nonexclusive license to use Instruments of Service delivered to Client exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. 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.
- Records requests or requests for additional copies of Instruments of Services outside of the scope of Services, including subpoenas directed from or on behalf of Client are available to Client subject to Consultant's current rate schedule. Consultant shall not be required to provide CAD files or documents unless specifically agreed to in writing as part of this Agreement.

##### C. Reuse of Documents

- 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 other's 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.

## ***Statewide Services, Inc.***

Claim Division

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

June 16, 2023

CITY OF CHIPPEWA FALLS  
ATTN: BRIDGET GIVENS  
30 W. CENTRAL STREET  
CHIPPEWA FALLS, WI 54729

*via email*

RE: Our Claim #: WM000092110262  
Date of Loss: 01/18/2023  
Claimant: Mary Rudd, 3201 – 60<sup>th</sup> Avenue, Elk Mount WI 54739  
Attorney: ***Manydeeds Law, SC, Attn: John Manydeeds***  
***1119 Regis Court, Suite 110, Eau Claire WI 54701***

Dear Ms. Givens:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Chippewa Falls. We are in receipt of the “Notice of Claim” submitted by Attorney Manydeeds in which he is asserting a claim on behalf of Mary Rudd from an alleged trip and fall on a sidewalk near the intersection of Cedar and Bridge Streets on January 18, 2023.

We have performed an investigation, and our investigation has determined that there is no liability or negligence on behalf of the City of Chippewa Falls as the City did not have prior notice or knowledge of the condition which allegedly caused this incident. A municipality has no liability unless it knew, or should have known, of the existence of the condition and had reasonable amount of time to repair the condition. Therefore, in the absence of negligence on the part of the City of Chippewa Falls, we are recommending the City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will allow us to shorten the statute of limitations period to six months.

Please send the disallowance, on your letterhead, directly to the claimant and the Attorney at the above listed addresses. These should be sent certified or registered (restricted) mail and must be received by the claimant within 120 days after you received the Notice of Claim. Please send me a copy of the Notice of Disallowance for our file.

Thank you.

Sincerely,

Ginger Kimpton  
Senior Casualty Adjuster  
855-828-5515 direct  
866-828-6613 fax  
[gkimpton@statewidesvcs.com](mailto:gkimpton@statewidesvcs.com)