

## AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, July 18, 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 20, 2023.

(b) Approve minutes of the Special Council Meeting of June 27, 2023. (*minutes to be distributed prior to meeting*)

(c) The Council Meeting of July 4, 2023 was cancelled due to the holiday.

### 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) Plaque presentation for Rick Rubenzer honoring his years of committed service to the community.

### 4. PUBLIC HEARINGS

(a) Public Hearing regarding the repeal and recreation of Chapter 22, the City of Chippewa Falls Floodplain Zoning Ordinance. (*see Ordinance #2023-15*)

### 5. COMMUNICATIONS – None

### 6. REPORTS

(a) The Board of Public Works meeting of June 26, 2023 was cancelled due to a lack of agenda items.

(b) The Board of Public Works meeting of July 10, 2023 was cancelled due to a lack of agenda items.

(c) Consider Plan Commission minutes of July 10, 2023.

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

(a) Consider Joint Committee #1 Revenues Disbursements, Water, and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of July 13, 2023. (*minutes to be distributed prior to meeting*)

(b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of July 17, 2023. (*minutes to be distributed prior to meeting*)

(c) Park Board minutes of July 11, 2023.

### 8. APPLICATIONS

(a) Consider Street Use Permit Application from Collective Charm for the Second Fiddle Vintage Market to be held on August 26, 2023 utilizing the City-owned parking lot adjacent to 16 W Columbia Street.

(b) Consider Street Use Permit Application from Melissa Kupczak for the Loop-de-Lori Triathlon to be held on September 9, 2023 utilizing various City Streets (*see attached application*).

(c) Consider Street Use Permit Application from Chippewa Partners for the Oktoberfest Golden Keg Procession to be held on September 15, 2023 utilizing Jefferson Avenue from the Leinenkugel Brewery to the entrance of the Northern Wisconsin State Fairgrounds, 225 Edward Street.

(d) Consider Street Use Permit Application from Chippewa Partners to tie ribbons on street lights on Bridge Street and in Harmony Courtyard advertising Oktoberfest from August 20 – September 20, 2023.

(e) Consider Application for Class "B"/"Class B" Beer and Wine Retailer's License from Chippewa Partners for Oktoberfest to be held on September 15 – 16, 2023 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

(f) Consider Application for Class "E" Dance and Live Music License from Chippewa Partners for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on September 15 – 16, 2023.

(g) Consider Non-Commercial Kennel License Application of Kylie Revak, 1020 Broadway Avenue.

### 9. PETITIONS - None

10. **MAYOR ANNOUNCES APPOINTMENTS** - None

11. **MAYOR'S REPORT** - None

12. **REPORT OF OFFICERS** - None

13. **ORDINANCES**

(a) Consider **Ordinance #2023-15 Entitled:** An Ordinance Repealing and Recreating Chapter 22 of the City of Chippewa Falls Municipal Code.

(b) First Reading of **Ordinance #2023-16 Entitled:** 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.

(c) First Reading of **Ordinance #2023-17 Entitled:** An Ordinance Amending the Official Map of the City of Chippewa Falls, Wisconsin, by Adding a Chippewa Crossing Boulevard Corridor Between STH #178 and 160th Street.

(d) First Reading of **Ordinance #2023-18 Entitled:** An Ordinance Amending the Two-Hour Parking Limitation on East Spruce Street Under §7.09(2)(b)17 of the City Code.

14. **RESOLUTIONS**

(a) Consider **Resolution #2023-30 Entitled:** Resolution Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing through the State of Wisconsin Environmental Improvement Fund for Bipartisan Infrastructure Law (BIL) SFY2024 LSL Funding for Replacement of Lead Service Lines.

(b) Consider **Resolution #2023-31 Entitled:** Resolution Approving a Certified Survey Map (Hope Village).

(c) Consider **Resolution #2023-32 Entitled:** Resolution Authorizing the Issuance and Sale of \$2,003,000 General Obligation Promissory Note.

(d) Consider **Resolution #2023-33 Entitled:** Resolution Authorizing the Issuance of \$1,458,000 General Obligation Promissory Notes and the Issuance and Sale of a \$1,458,000 Note Anticipation Note, Series 2023B in Anticipation Thereof.

(e) Consider **Resolution #2023-34 Entitled:** A Resolution Authorizing the Submission of an Application to the Wisconsin Community Development Investment Grant Program (128 W River Street).

(f) Consider **Resolution #2023-35 Entitled:** Resolution Regarding Charges Related to the Restoration of Street Excavations and Openings.

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**

(a) Discuss and consider approval of Development Agreement between the City of Chippewa Falls and the Wisconsin Farmers Union Service Association, Inc. for 128 W. River Street Redevelopment Project and authorize the Mayor to execute the agreement.

16. **CLAIMS**

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

17. **CLOSED SESSION**

(a) Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:

- a. Nominal payment parcel reports and offers and sales study for STH #124 (Elm Street to County S) and STH #124 (Bridge Street to High Street) mill and resurfacing projects.
- b. Potential Transfer of Funds from Tax Incremental District #12 to Redevelopment Authority for Redevelopment Program Revolving Loan Fund Project Request.

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

**18. ADJOURNMENT**

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

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

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

**CERTIFICATION OF OFFICIAL NEWSPAPER**

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on July 14, 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 20, 2023 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

### CLERK CALLS THE ROLL

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

Also Present: City Attorney Robert Ferg; Director of Public Works/ Utilities Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Building/Zoning Inspector Paul Lasiewicz; Brian Reilly of Ehlers; Deputy Clerk Jenny Peterson; and those on the attached sign-in sheet.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Nadreau/Monarski** to approve the minutes of the Council Meeting of June 6, 2023. **All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

**(a)** Allyson Wisniewski, Chippewa Falls Area Chamber President, and Ellie Peabody, Communication and Marketing Manager, provided a Tourism Report to the Council.

**(b)** Troy Rands, 553 Summit Avenue, appeared to express concern with a taxicab business in the City of Chippewa Falls.

**(c)** Dan Miller, 439 W Elm Street, appeared to express concern with the renewal of the taxicab business license application of Ready Ride Taxi.

**(d)** Dawn Miller, 439 W Elm Street, appeared to express concern with a taxicab business in the City of Chippewa Falls.

**PUBLIC HEARINGS** - None

**COMMUNICATIONS** - None

### REPORTS

**(a) Motion by Hiess/Monarski** to approve the Board of Public Works minutes of June 12, 2023. **Roll Call Vote: Aye – Hiess, Monarski, King, Hull, Martell, Nadreau. Motion carried.**

**(b) Motion by Hiess/Nadreau** to approve the Plan Commission minutes of June 12, 2023. **All present voting aye, motion carried.**

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

**(a) Motion by Nadreau/Martell** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of June 13, 2023. Councilor Hiess questioned why only one rifle shield was being purchased when more were requested. Chief Kelm noted that grant funds would not cover the entire request, and the hope is to use ARPA funds for the remainder. **Roll Call Vote: Aye – Nadreau, Martell, Hiess, Monarski, King, Hull. Motion carried.**

**(b) Motion by King/Martell** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of June 15, 2023. **Roll Call Vote: Aye – King, Martell, Nadreau, Hiess, Monarski, Hull. Motion carried.**

**(c) Motion by Monarski/Nadreau** to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of June 19, 2023. **Roll Call Vote: Aye – Monarski, Nadreau, Hiess, King, Hull, Martell. Motion carried.**

**(d)** The Park Board minutes of June 13, 2023 were presented. Councilor Martell provided an update on the progress of the Pool Committee. Staffing concerns were discussed. It was noted that the Council should receive monthly Pool Committee updates.

**(e)** The Library Board minutes of May 10, 2023 were presented.



## APPLICATIONS

(a) **Motion by Hiess/Monarski** to approve the Alcohol Beverage License Applications/Renewals for 2023/2024 conditioned upon approval by the Health Inspector. Discussion ensued relative to the calls for service memorandum prepared by the Police Department in relation to licensed establishments; specifically, the number of calls at some of the locations. Different mechanisms for dealing with issues were reviewed.

**Roll Call Vote: Aye – Hiess, Monarski, King, Hull, Nadreau; No – Martell. Motion carried.**

(b) **Motion by Hiess/Hull** to approve the Dance License Applications/Renewals for 2023/2024. **All present voting aye, motion carried.**

(c) **Motion by Nadreau/Hull** to approve the renewal of the 2023/2024 Garbage/Recycling Licenses of GFL Solid Waste Midwest, LLC and Waste Management conditioned upon approval by the Health Inspector. **All present voting aye, except Hiess who recused, motion carried.**

(d) **Motion by Hiess/Nadreau** to approve the renewal of the 2023/2024 Garbage/Recycling Licenses of Gorilla Dumpster Bag and Trash on Trucks. **All present voting aye, motion carried.**

(e) **Motion by Hiess/Nadreau** to approve the 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. Councilor Monarski noted that drivers should be checked for their Taxicab Driver Licenses when the taxi inspections are performed. **All present voting aye, motion carried.**

(f) **Motion by Hiess/Nadreau** to approve the renewal of the 2023/2024 Taxicab Business License Applications of Jay McNulty (Town and Country Taxi) and Angela Rands (On Time Taxi). **All present voting aye, motion carried.**

(g) **Motion by Hiess/Nadreau** to approve the 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). **All present voting aye, motion carried.**

(h) **Motion by Hiess/Nadreau** to approve the Original Alcohol Beverage Retail License Application of Smetana Operations, LLC, Bryce Smetana, Agent, for Rally House, located at 465 Chippewa Mall Drive. **All present voting aye, motion carried.**

(i) **Motion by Hiess/Martell** to approve the Application for Class "B" Dance and Live Music License from Bryce Smetana for Rally House, 465 Chippewa Mall Drive. **All present voting aye, motion carried.**

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

**Motion by Monarski/King** to approve items (j) – (m) as follows:

(j) 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) 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) 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) 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. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

**ORDINANCES**

**(a) Motion by Hiess/Nadreau to approve Ordinance #2023-13 Entitled:** An Ordinance Amending the Closing Hours for City Parks Regarding Pedestrian Traffic. **Roll Call Vote: Aye – Hiess, Nadreau, King, Hull; No – Monarski, Martell. Motion carried.**

**(b) Motion by Hiess/Martell to approve Ordinance #2023-14 Entitled:** An Ordinance Amending the Eight-Hour Parking Limitation for the “Market Place” Parking Lot to Twelve Hours. **Roll Call Vote: Aye – Hiess, Martell, Nadreau, Monarski, King, Hull. Motion carried.**

**(c) The First Reading of Ordinance #2023-15 Entitled:** An Ordinance Repealing and Recreating Chapter 22 of the City of Chippewa Falls Municipal Code was held.

**RESOLUTIONS**

**(a) Motion by Nadreau/Monarski to approve Resolution #2023-22 Entitled:** Resolution Approving a Certified Survey Map (Mark Connell - Lowater Road). **Roll Call Vote: Aye – Nadreau, Monarski, King, Hull, Martell; Recuse – Hiess. Motion carried.**

**(b) Motion by Monarski/King to approve Resolution #2023-23 Entitled:** Resolution Approving a Certified Survey Map (Robert and Annaliese Fish - parcel at NE corner of Elm and Bridge Street). **Roll Call Vote: Aye – Monarski, King, Hull, Martell, Nadreau; Recuse – Hiess. Motion carried.**

**(c) Motion by Hiess/King to approve Resolution #2023-24 Entitled:** Compliance Maintenance Resolution. **Roll Call Vote: Aye – Hiess, King, Hull, Martell, Nadreau, Monarski. Motion carried.**

Brian Reilly of Ehlers provided an overview of the financing.

**(d) Motion by Monarski/Hull to approve Resolution #2023-25 Entitled:** Initial Resolution Authorizing \$1,185,000 General Obligation Bonds for Street Improvement Projects. **Roll Call Vote: Aye – Monarski, Hull, Martell, Nadreau, Hiess, King. Motion carried.**

**(e) Motion by Monarski/King to approve Resolution #2023-26 Entitled:** Initial Resolution Authorizing \$505,000 General Obligation Bonds for Sewerage Projects. **Roll Call Vote: Aye – Monarski, King, Hull, Martell, Nadreau, Hiess. Motion carried.**

**(f) Motion by Monarski/Martell to approve Resolution #2023-27 Entitled:** Initial Resolution Authorizing \$2,085,000 General Obligation Refunding Bonds. **Roll Call Vote: Aye – Monarski, Martell, Nadreau, Hiess, King, Hull. Motion carried.**

**(g) Motion by Hull/Hiess to approve Resolution #2023-28 Entitled:** Resolution Directing Publication of Notice to Electors Relating to Bond Issues. **Roll Call Vote: Aye – Hull, Hiess, Monarski, King, Martell, Nadreau. Motion carried.**

**(h) Motion by Hiess/Nadreau to approve Resolution #2023-29 Entitled:** Resolution Providing for the Sale of Not to Exceed \$3,775,000 General Obligation Corporate Purpose Bonds. **Roll Call Vote: Aye – Hiess, Nadreau, Monarski, King, Hull, Martell. Motion carried.**

**OTHER NEW/UNFINISHED BUSINESS**

**(a) Motion by Hiess/Monarski to approve the State/Municipal Agreement for a State-Let Local Bridge Project for Central Street Bridge Replacement. Roll Call Vote: Aye – Hiess, Monarski, King, Hull, Martell, Nadreau. Motion carried.**

**(b) Motion by Nadreau/Martell to approve the Supplemental Letter Agreement between the City of Chippewa Falls and SEH for the Safe Drinking Water (SDW) loan application and administration. Roll Call Vote: Aye – Nadreau, Martell, Hiess, Monarski, King, Hull. Motion carried.**

**CLAIMS**

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

City General Claims:	\$410,820.70
Authorized/Handwritten Claims:	\$253,861.76
Department of Public Utilities:	<u>\$52,754.07</u>
Total of Claims Presented	<u>\$717,436.53</u>

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

**(b) Motion by King/Hiess to deny the claim of Mary Rudd, 3201 60<sup>th</sup> Avenue, Elk Mound, as recommended by the insurance company. All present voting aye, motion carried.**

**CLOSED SESSION**

**(a) Motion by Monarski/Nadreau** to go into 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; and to include the Mayor, Council, Ferg, Givens, Peterson, Lasiewicz, Kelm, and Boos; may return to Open Session for possible action on Closed Session Item.

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

The Council discussed Item 1 above.

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

It was noted that a motion was unanimously approved in Closed Session that it is the intention of the Council to not renew the Alcohol License Application of Badger State Hospitality, LLC and to schedule a hearing accordingly.

**ADJOURNMENT**

**Motion by Hiess/Nadreau** to adjourn at 9:16 pm. **All present voting aye, motion carried.**

Submitted by:  
Bridget Givens, City Clerk

# CITY COUNCIL ATTENDANCE SHEET - June 20, 2023

NAME	ADDRESS
Dale Berg	4336 132 <sup>nd</sup> St. Chippewa Falls
Karen Anderson	435 N. State Ave #1, CF.
Allison Wisniewski	71 N. Bridge St. CF
Ellie Peabody	
Troy Kards	553 Summit Ave
Dawn Miller	434 W. Elm St
Dawn Miller	439 W. Elm St.
Victoria Starn	313 W Willow St.

# NOTICE OF PUBLIC HEARING REGARDING THE REPEAL AND RECREATION OF CHAPTER 22, THE CITY OF CHIPPEWA FALLS FLOODPLAIN ZONING ORDINANCE

PLEASE TAKE NOTICE that on July 18, 2023 at 6:30 p.m. at the City of Chippewa Falls City Council Chambers at City Hall, 30 West Central Street, Chippewa Falls, Wisconsin there will be a public hearing open to the public regarding a proposed Ordinance before the City Council to be acted upon at the meeting which repeals and recreates Chapter 22 of the City of Chippewa Falls Code of Ordinances which is the City of Chippewa Falls Floodplain Ordinance. 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. All persons interested are invited to attend this hearing and be heard. Written comments may be submitted to the City Clerk at the below address.

DATED this 27<sup>th</sup> day of June, 2023.

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Bridget Givens, Chippewa Falls City Clerk  
30 West Central Street  
Chippewa Falls, Wisconsin 54729

**MINUTES OF THE PLANCOMMISSION MEETING  
CITY OF CHIPPEWA FALLS  
MONDAY, JULY 10, 2023-6:30 PM**


The Plan Commission met in City Hall on Monday, July 10, 2023 at 6:30P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Mike Tzanakis, Ross Wilson, Beth Arneberg, Chad Trowbridge, Alderperson Jason Hiess, Vice-Chairperson Tom Hubbard, Acting Secretary Bill McElroy and Mayor Greg Hoffman. Dan Varga was absent. Also attending were City Planner Brad Hentschel, Fire Chief Jason Thom, Riley Wogernese representing Cobblestone Hotels and Mike Cohoon representing Hope Village.

1. **Motion** by Hubbard, seconded by Hiess to approve the minutes of the June 12, 2023 Plan Commission meeting. **All present voting aye. Motion carried.**
  
2. The Plan Commission conducted a public hearing regarding Chippewa Falls Plan Commission Planned Development Conditional Use Permit (PDCUP) Resolution No. 2023-01. City Planner Brad Hentschel provided background information noting that the PDCUP was drafted to allow the property to exceed the allowable height in a C-2 Commercial Zoning District. The C-2 District allows for a maximum of 35 foot structures and the proposed hotel would be 52 feet. Hentschel noted that Wangard Properties emailed a letter of support for the project. It was noted that all adjoining property owners were notified. Fire Chief Thom did not have any objections to the increased height of the building.  
Mayor Hoffman opened the public hearing to consider Chippewa Falls Plan Commission Planned Development Conditional Use Permit Resolution No. 2023-01 at 6:33 PM. No public comments were made. Mayor Hoffman closed the public hearing at 6:34 PM.
  
3. **Motion** by Hiess, seconded by Hubbard to approve Chippewa Falls Plan Commission Conditional Use Permit No 2023-01 for Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of Certified Survey Map #5713 and to exceed the maximum principal structure height in a C-2 Commercial Zoning District. **All present voting aye. Motion carried**
  
4. The Plan Commission considered changes to the Hope Village screening and intake procedures replacing the existing procedures from Planned Development Conditional Use Permit Resolution No. 2021-01 and Special Use Permit Ordinance No. 2021-01. McElroy provided background information that these changes were coming before the Plan Commission as the intake and screening procedures were conditions of the PDCUP in 2021. Mike Cohoon provided information that the changes would require more thorough background checks for volunteers and guests. Discussion ensued about whether the screening and intake process should be a condition of the permit.  
**Motion** by Tzanakis, seconded by Trowbridge to administratively replace the screening and intake procedures of Planned Development Conditional Use Permit Resolution No. 2021-01 with the attached policy and instructing McElroy to discuss with Attorney Ferg the process for removal of the condition from the PDCUP. **All present voting aye except Misfeldt who recused himself and abstained from the vote. Motion passed on a 9-0 vote with one abstention.**

5. The Plan Commission considered the attached Certified Survey Map of Lots #3 and 4, CSM #729 and part of the NE ¼ of the SE ¼, Section 32 and the NW ¼, of the SW ¼, Section 33, all in T29N, R8W, in the City of Chippewa Falls, being +/- 1.94 acres and located west of Commerce Parkway and east of RCU Court submitted by Hiess-Loken and Associates on behalf of Hope Village. Alderperson Hiess provided background information that the lots were being combined in order to construct new buildings over the current lot lines.

**Motion** by Cihasky, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map of Lots #3 and 4, CSM #729 and part of the NE ¼ of the SE ¼, Section 32 and the NW ¼, of the SW ¼, Section 33, all in T29N, R8W, in the City of Chippewa Falls, being +/- 1.94 acres and located west of Commerce Parkway and east of RCU Court submitted by Hiess-Loke and Associates on behalf of Hope Village contingent on making any revisions from County Surveyor Wenz and payment of all applicable fees. **All present voting aye except Misfeldt & Hiess who recused themselves and abstained from the vote. Motion passed on an 8-0 vote with two abstentions.**

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

  
William McElroy, P.E.,  
Acting Secretary, Plan Commission



# PLAN COMMISSION ATTENDANCE SHEET

DATE: 7/10/2023

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
1	Mike Coburn	513 W Dine St	715-210-5485	Coburn M K S @ y a h o o . c o m
Riley Wogernise	Hops Valley Cobblestone Hotels	980 American Dr Pleasant, WI	920-230-2622	rwoy@wogernise.com Cobblestonehotels.com



**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 Toycen 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





**RESOLUTION GRANTING A COMMERCIAL PLANNED DEVELOPMENT  
CONDITIONAL USE PERMIT FOR THE CONSTRUCTION OF A HOTEL ON LOT #1 OF  
CERTIFIED SURVEY MAP #5713 FOR CHIP-WA HOTEL GROUP LLC AND TO  
EXCEED THE MAXIMUM PRINCIPAL STRUCTURE HEIGHT IN A C-2 COMMERCIAL  
ZONING DISTRICT**

**WHEREAS**, on June 12, 2023, the Plan Commission of the City of Chippewa Falls, Wisconsin, received an application for a Commercial Planned Development Conditional Use Permit on behalf of Chip-Wa Hotel Group LLC to construct a hotel on part of Parcel #22808-0841-7566500, Lot #1 of Certified Survey Map #5713 located in the City of Chippewa Falls; and

**WHEREAS**, the application included a request to exceed the maximum allowable principal structure height for a C-2 Commercial Zoning District in the construction and operation of a hotel; and

**WHEREAS**, the Plan Commission received and evaluated the development proposal in accordance with Municipal Code Section 17.26(7)(a) which directs such evaluation as a Conditional Use Permit under Section 17.47; and

**WHEREAS**, the Plan Commission conducted a public hearing on July 10, 2023 at 6:30 pm to hear all concerns and comments about Commercial Planned Development Conditional Use Permit Resolution No. 2023-01 after proper notification of all adjacent property owners within 150 feet of the parcel and the publishing of a Class II notice for the said public hearing.

**NOW, THEREFORE BE IT RESOLVED**, that the Plan Commission of the City of Chippewa Falls, Wisconsin finds;

- 1). That the approval of Commercial Planned Development Conditional Use Permit Resolution No. 2023-01 would enhance the Chippewa Crossing development; and
- 2). The Riverstone Hotel is beneficial to the City of Chippewa Falls Community and area tourism.

**NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PLAN COMMISSION OF THE CITY OF CHIPPEWA FALLS, WISCONSIN,**

1). That conclusions based on the previous two findings of fact and pursuant to Chapters 17.26 and 17.47 of the Code of Ordinances of the City of Chippewa Falls, that the Commercial Planned Development Conditional Use Permit for Chip-Wa Hotel Group LLC to exceed the maximum principal structure height in a C-2 Commercial Zoning District is hereby approved with the following conditions:

- a) Completion and approval of a Storm Water Management Plan for the development.

**Commercial Planned Development Conditional Use Permit Resolution No. 2023-01**


---

- b) The driveway, grading and pavement plan be constructed as shown on the attached plan.
- c) That all building and structure plans be designed, inspected, and stamped or sealed by a Professional Engineer registered and licensed to practice in the State of Wisconsin.
- d) That the building height above the 35' maximum principal structure height for a C-2 Commercial Zoning District be allowed as shown on the attached site plan.
- e) All outside lighting shall be constructed as shown on the attached plans.
- f) Chapter 17.47(13) shall apply and this permit shall terminate if the use for which this permit is issued shall cease for a continuous two (2) year period.
- g) Modifications or changes to this permit may be made only by the Plan Commission after an application for an amendment has been duly filed and notices and hearing requirements have been complied with.
- h) That all Federal, State of Wisconsin, County of Chippewa and City of Chippewa Falls approvals and permits be obtained as necessary.
- i) That the attached plans become part of this Conditional Use Permit and available for inspection in the offices of the City Engineer and the City Inspector.

MOTION: JASON HIESS

SECONDED: TOM HUBBARD

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on July 10, 2023 by a vote of 10 ayes, 0 nays, and 0 abstentions.

  
Bill M. McElroy, Acting Secretary  
Plan Commission



**NOTICE OF PUBLIC HEARING  
PLANNED DEVELOPMENT CONDITIONAL USE PERMIT**

Notice is hereby given that the Plan Commission of the City of Chippewa Falls will conduct a public hearing in the Council Chambers, Municipal Building, 30 West Central Street, Chippewa Falls, Wisconsin, commencing at **6:30 P.M. on Monday, July 10, 2023** regarding:

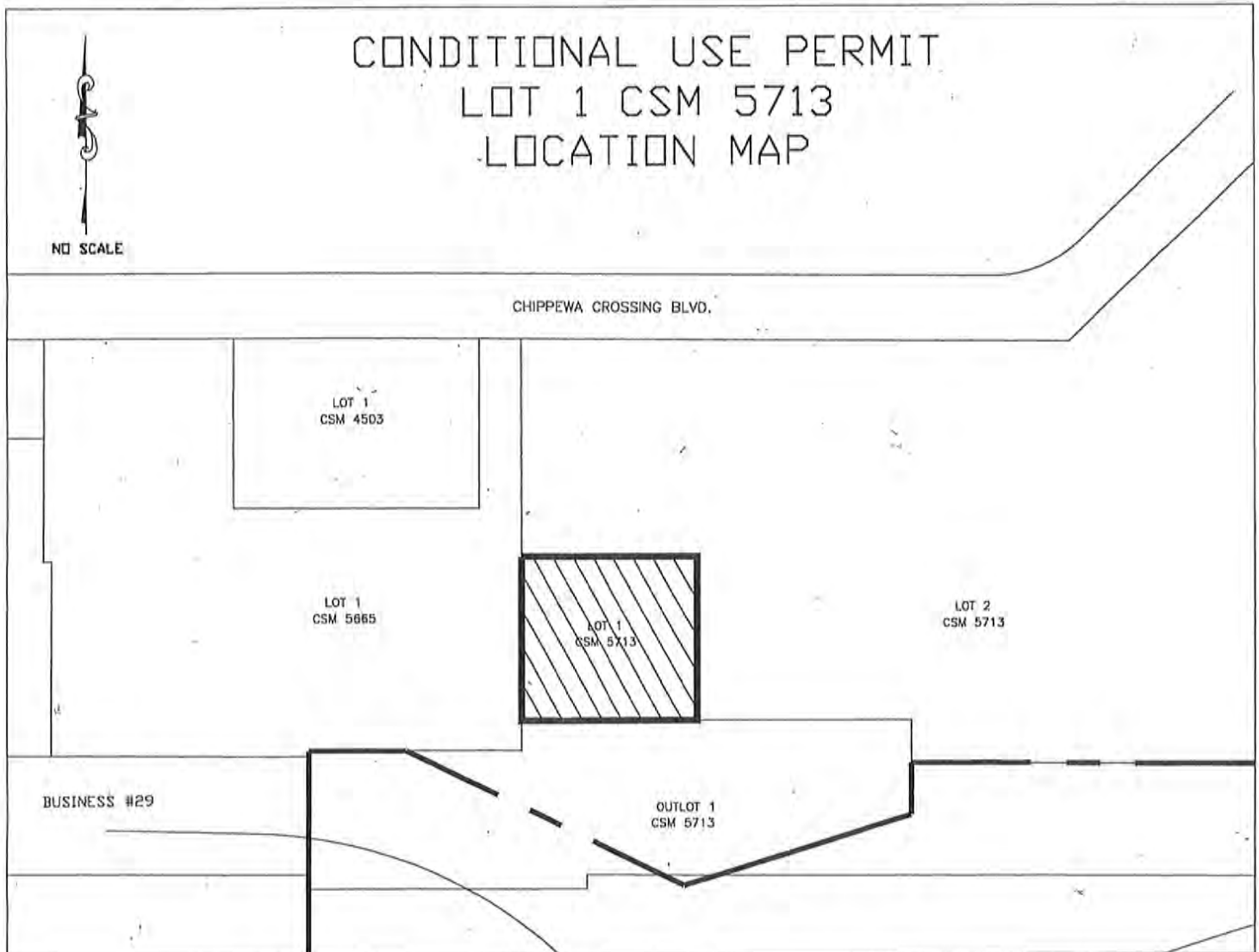
A Planned Development Conditional Use Permit Resolution to allow Chip-Wa Hotel Group LLC to construct a hotel on Lot #1 of Certified Survey Map #5713, on part of Parcel #22808-0841-75665001, and exceed the 35' maximum height in a C-2 Commercial Zoning District, located on Chippewa Crossing Boulevard in the City of Chippewa Falls.

This parcel is currently zoned C-2 Commercial District.

Following the hearing, the Plan Commission will consider adoption of a resolution granting the permit.

A copy of the proposed resolution with the conditions of the proposed permit may be inspected at the office of the City Engineer in the Municipal Building at 30 West Central Street during regular office hours. (8:30 A.M. to 3:30 P.M.)

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



Date Filed: 6-5-2023

Fee Paid: 25.00 Date: 6-5-2023 TR#: 68390

Fee Paid: 300.00 Date: 6-5-2023 TR#: 68390

**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):

Chip-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):

Chip-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: \_\_\_\_\_

**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 Wangard 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]





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 9/24/2024

SMW CHIPPEWA FALLS, LLC

By: [Signature]

Its: SOLE MEMBER  
Stewart M. Wanguard

STATE OF WISCONSIN  
COUNTY OF MILWAUKEE ) ss.

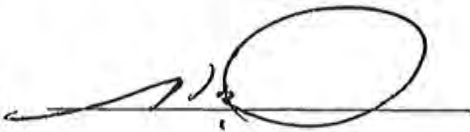
This instrument was acknowledged before me on April 6<sup>th</sup>, 2023 by STEWART M. WANGUARD  
the SOLE MEMBER of SMW Chippewa Falls, LLC, a Wisconsin limited liability company.



Anne M. White

Notary Public, State of WISCONSIN  
My Commission: expires 4/24/2024

WW CHIPPEWA FALLS, LLC

By: 

Its: SOLE MEMBER  
Stewart M. Wargard

STATE OF WISCONSIN )  
COUNTY OF MILWAUKEE ) ss.

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



Anne M. White  
Notary Public, State of WISCONSIN  
My Commission: Expires 4/24/2024

TD 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 TD Chippewa Falls, LLC, a Wisconsin limited liability company.



Duke M. Witt  
Notary Public, State of WISCONSIN  
My Commission: Expires 6/26/2024


CITY OF CHIPPEWA FALLS

By: [Signature]  
 Its: Mayor - Gregory S. Hoffman  
 By: Bridget Givens  
 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. Ferg  
 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 6/26/2024

**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'

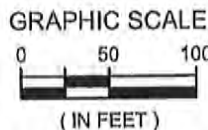
ACCESS

N89°47'29"W  
17.50'

**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

SHBET 1 OF 1



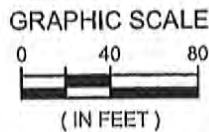
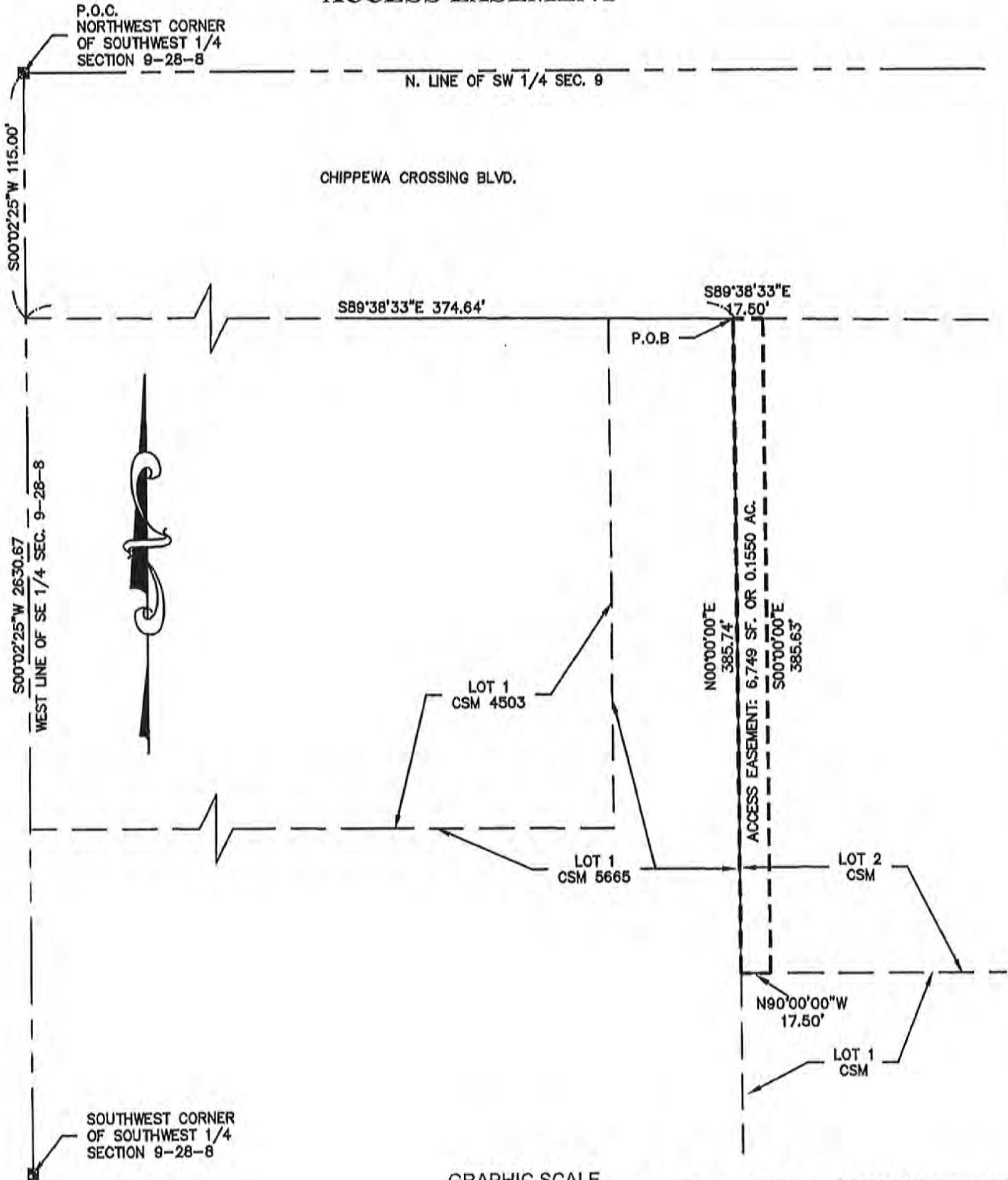
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**EXHIBIT D-1**  
**WANGARD EASEMENT PROPERTY**

Exhibit D-1

# EASEMENT EXHIBIT

## ACCESS EASEMENT



**raSmith**  
CREATIVITY BEYOND ENGINEERING

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

SHEET 1 OF 2

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# 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

S:\5164704\dwg\EX1011A\_Access 1 and 2.dwg. ACCESS 1 (2). 3/17/2023 12:08:25 PM. Ers

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

SHBET 2 OP 2

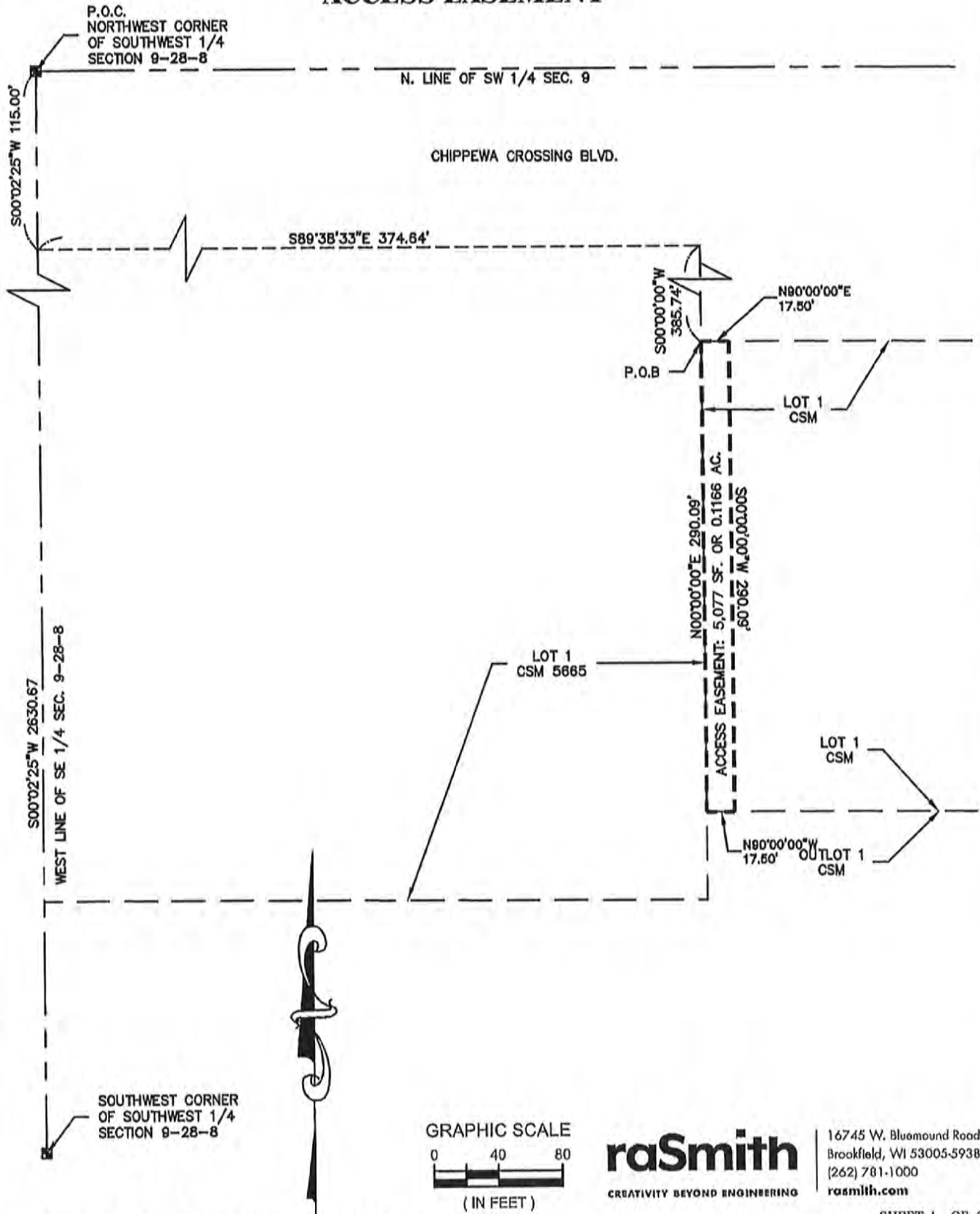
**EXHIBIT D-2**  
**WANGARD EASEMENT PROPERTY**



Exhibit D-2

# EASEMENT EXHIBIT

## ACCESS EASEMENT



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

SHEET 1 OF 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

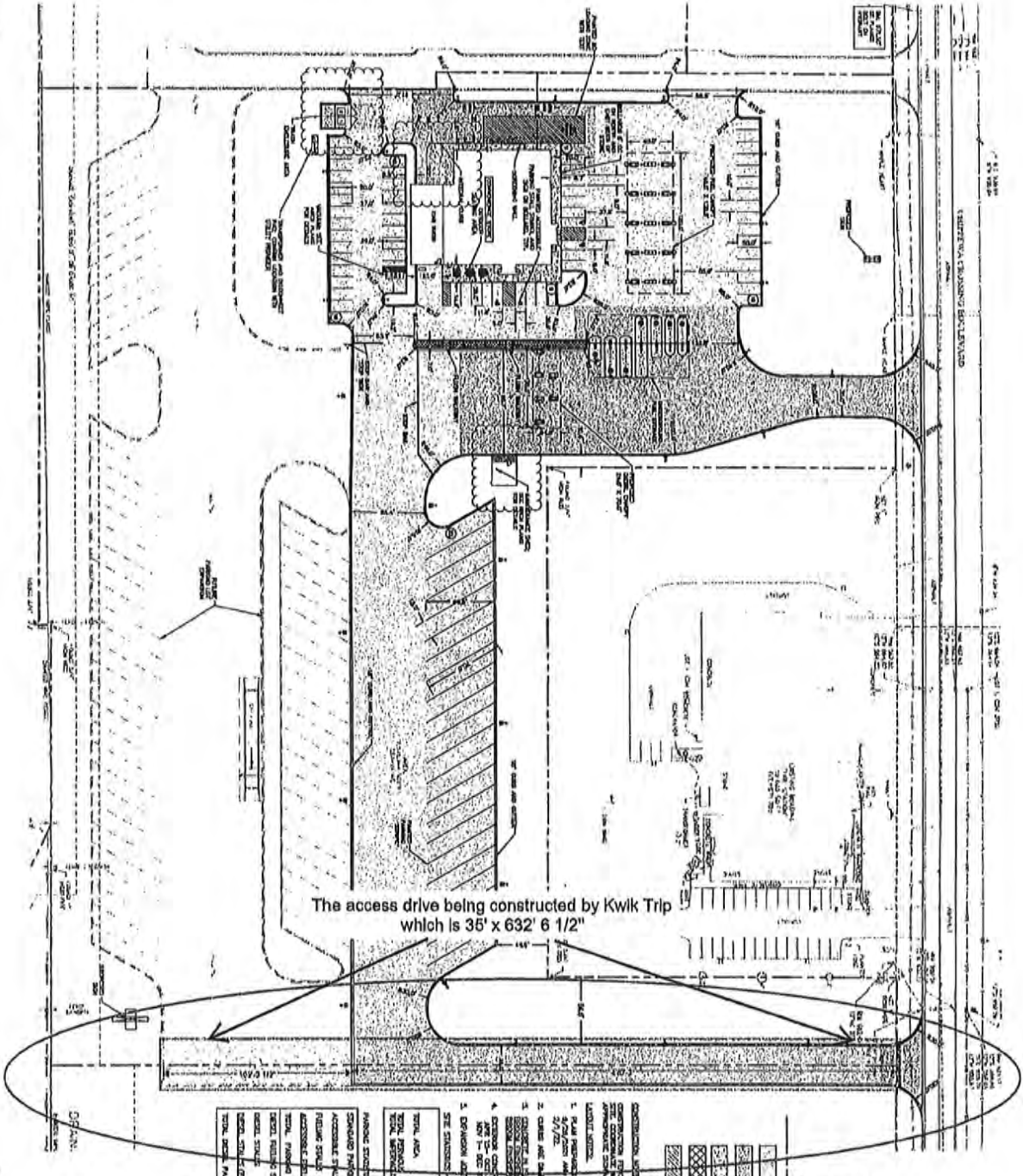
**raSmith**  
CREATIVITY BEYOND ENGINEERING

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"

ANALYZED FINANCING STATE	
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38
ANALYZED STATE	38

TYPE	AMOUNT	PERCENTAGE
TOTAL AREA	63,452	1.17
TOTAL PERMITS	157,228	3.25
TOTAL SERVICES	229,283	4.26

1. PUMP REVISIONS SHALL BE REQUIRED TO BE SUBMITTED TO THE HEALTH DEPARTMENT AND APPROVED BY THE HEALTH DEPARTMENT BEFORE ANY PUMP REVISIONS ARE MADE.
2. CONCRETE CURB AND GUTTER SHALL BE INSTALLED AT THE PERMITS TO CONSTRUCTION AND APPROVED BY THE HEALTH DEPARTMENT.
3. CONCRETE CURB AND GUTTER SHALL BE INSTALLED AT THE PERMITS TO CONSTRUCTION AND APPROVED BY THE HEALTH DEPARTMENT.
4. CONCRETE CURB AND GUTTER SHALL BE INSTALLED AT THE PERMITS TO CONSTRUCTION AND APPROVED BY THE HEALTH DEPARTMENT.

**LEGEND**

- PROPPOSED DRIVE
- PROPOSED DRIVE - 12' WIDE
- PROPOSED DRIVE - 12' WIDE
- PROPOSED DRIVE - 12' WIDE
- PROPOSED DRIVE - 12' WIDE
- PROPOSED DRIVE - 12' WIDE
- PROPOSED DRIVE - 12' WIDE



Know what's below.  
Call before you dig.

WARNING: THE INFORMATION ON THIS PLAN IS FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED AS A BASIS FOR CONSTRUCTION WITHOUT THE PROFESSIONAL ENGINEER'S REVIEW AND APPROVAL. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE PROFESSIONAL ENGINEER. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE PROFESSIONAL ENGINEER.

**SITE PLAN**

**CONVENIENCE STORE #1267 WITH TRUCK STOP & CAT SCALE**

BUS, 28 & CHIPPEWA CROSSING BLVD  
CHIPPEWA FALLS, WI

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

DRAWN BY: \_\_\_\_\_

SCALE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

SP1.0

**rosSmith**  
Professional Engineer  
Wisconsin License # 100000000

**Kwik Trip, Inc.**  
2045 W. GAY STREET  
CHIPPEWA FALLS, WI  
54920

**Kwik Star**

**Kwik Trip**



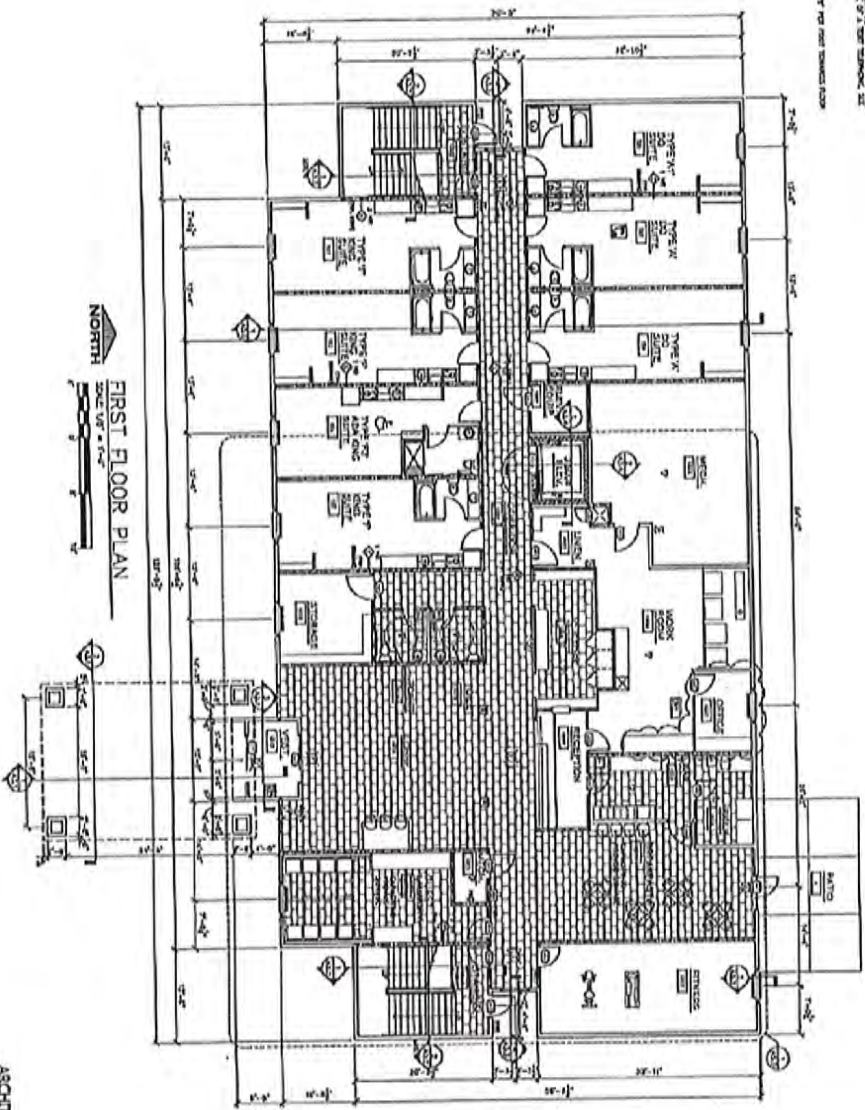
**GENERAL NOTES - FLOOR PLANS:**

1. REFER TO DRAWINGS SHEETS FOR FLOOR FINISH & SCHEDULES FLOOR FINISHES & SCHEDULES
2. PER ALL DIMENSIONS UNLESS OTHERWISE NOTED: 1/4" DIMENSIONS FROM FACE
3. PER ALL DIMENSIONS UNLESS OTHERWISE NOTED: 1/4" DIMENSIONS FROM FACE
4. PER ALL DIMENSIONS UNLESS OTHERWISE NOTED: 1/4" DIMENSIONS FROM FACE
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20. PER ALL DIMENSIONS UNLESS OTHERWISE NOTED: 1/4" DIMENSIONS FROM FACE

**FIRST FLOOR FINISH SCHEDULE**

NO.	DESCRIPTION	FINISH
1	CONCRETE FLOOR	CONCRETE
2	WOOD FLOOR	WOOD
3	CARPET FLOOR	CARPET
4	PAINT	PAINT
5	GLASS	GLASS
6	METAL	METAL
7	CEILING	CEILING
8	WALL	WALL
9	DOOR	DOOR
10	WINDOW	WINDOW
11	STAIR	STAIR
12	ELEVATOR	ELEVATOR
13	MECHANICAL	MECHANICAL
14	ELECTRICAL	ELECTRICAL
15	PLUMBING	PLUMBING
16	TELEPHONE	TELEPHONE
17	TELEVISION	TELEVISION
18	DATA	DATA
19	AC	AC
20	HEATING	HEATING

NO.	DESCRIPTION	FINISH
1	CONCRETE FLOOR	CONCRETE
2	WOOD FLOOR	WOOD
3	CARPET FLOOR	CARPET
4	PAINT	PAINT
5	GLASS	GLASS
6	METAL	METAL
7	CEILING	CEILING
8	WALL	WALL
9	DOOR	DOOR
10	WINDOW	WINDOW
11	STAIR	STAIR
12	ELEVATOR	ELEVATOR
13	MECHANICAL	MECHANICAL
14	ELECTRICAL	ELECTRICAL
15	PLUMBING	PLUMBING
16	TELEPHONE	TELEPHONE
17	TELEVISION	TELEVISION
18	DATA	DATA
19	AC	AC
20	HEATING	HEATING



ARCHITECTURAL FIRST FLOOR PLAN

<p><b>EXCEL</b>          ALWAYS A BETTER PLAN          100% SATISFACTION GUARANTEED          100% ON TIME DELIVERY          100% ON BUDGET</p>		<p><b>Brimark Builders, LLC</b>          100% SATISFACTION GUARANTEED          100% ON TIME DELIVERY          100% ON BUDGET</p>	
<p>NEW DEVELOPMENT FOR:  <b>RIVERSTONE HOTEL AND SUITES</b>          CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN</p>			
<p>DATE: 08/11/2011          TIME: 10:00 AM          PROJECT: RIVERSTONE HOTEL AND SUITES          SHEET: A1.1</p>	<p>DATE: 08/11/2011          TIME: 10:00 AM          PROJECT: RIVERSTONE HOTEL AND SUITES          SHEET: A1.1</p>	<p>DATE: 08/11/2011          TIME: 10:00 AM          PROJECT: RIVERSTONE HOTEL AND SUITES          SHEET: A1.1</p>	<p>DATE: 08/11/2011          TIME: 10:00 AM          PROJECT: RIVERSTONE HOTEL AND SUITES          SHEET: A1.1</p>

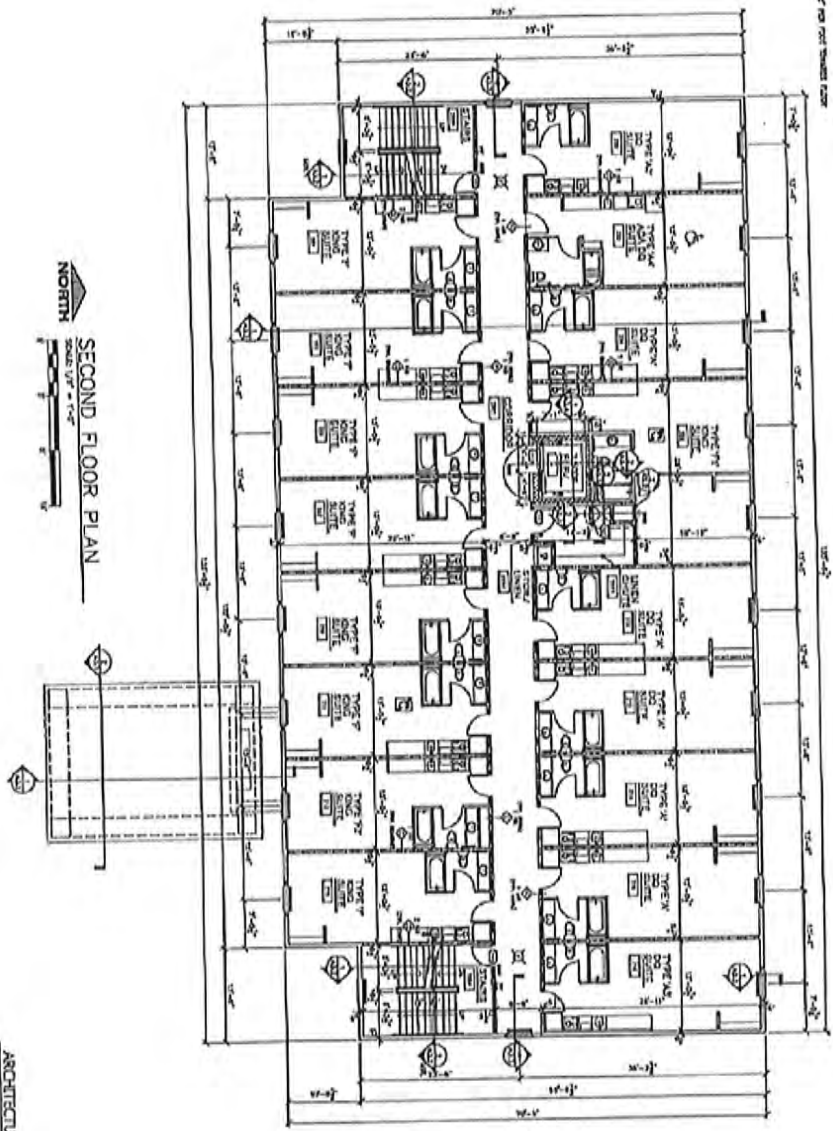
**GENERAL NOTES - FLOOR PLANS**

1. REFER TO GENERAL NOTES FOR FLOOR FINISH & ELEVATION FINISH CONDITIONS & REQUIREMENTS.
2. REFER TO ARCHITECTURE SPECIFICATIONS FOR FLOOR FINISH & ELEVATION FINISH REQUIREMENTS.
3. REFER TO ARCHITECTURE SPECIFICATIONS FOR FLOOR FINISH & ELEVATION FINISH REQUIREMENTS.
4. REFER TO ARCHITECTURE SPECIFICATIONS FOR FLOOR FINISH & ELEVATION FINISH REQUIREMENTS.
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19. REFER TO ARCHITECTURE SPECIFICATIONS FOR FLOOR FINISH & ELEVATION FINISH REQUIREMENTS.
20. REFER TO ARCHITECTURE SPECIFICATIONS FOR FLOOR FINISH & ELEVATION FINISH REQUIREMENTS.

**TYPE OF FLOOR FINISH**

1. POLISHED CONCRETE	2. POLISHED CONCRETE	3. POLISHED CONCRETE	4. POLISHED CONCRETE
5. POLISHED CONCRETE	6. POLISHED CONCRETE	7. POLISHED CONCRETE	8. POLISHED CONCRETE
9. POLISHED CONCRETE	10. POLISHED CONCRETE	11. POLISHED CONCRETE	12. POLISHED CONCRETE
13. POLISHED CONCRETE	14. POLISHED CONCRETE	15. POLISHED CONCRETE	16. POLISHED CONCRETE
17. POLISHED CONCRETE	18. POLISHED CONCRETE	19. POLISHED CONCRETE	20. POLISHED CONCRETE

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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**SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

ARCHITECTURAL SECOND FLOOR PLAN

**EXCEL**  
ALWAYS A BETTER PLAN  
ARCHITECTURE & INTERIOR DESIGN

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

**BIMark**  
BUILDING, LLC

---

DATE: JAN 4, 2023  
PROJECT: RIVERSTONE HOTEL AND SUITES  
DRAWING NO: 2225940

**A1.2**

SCALE: 1/8" = 1'-0"



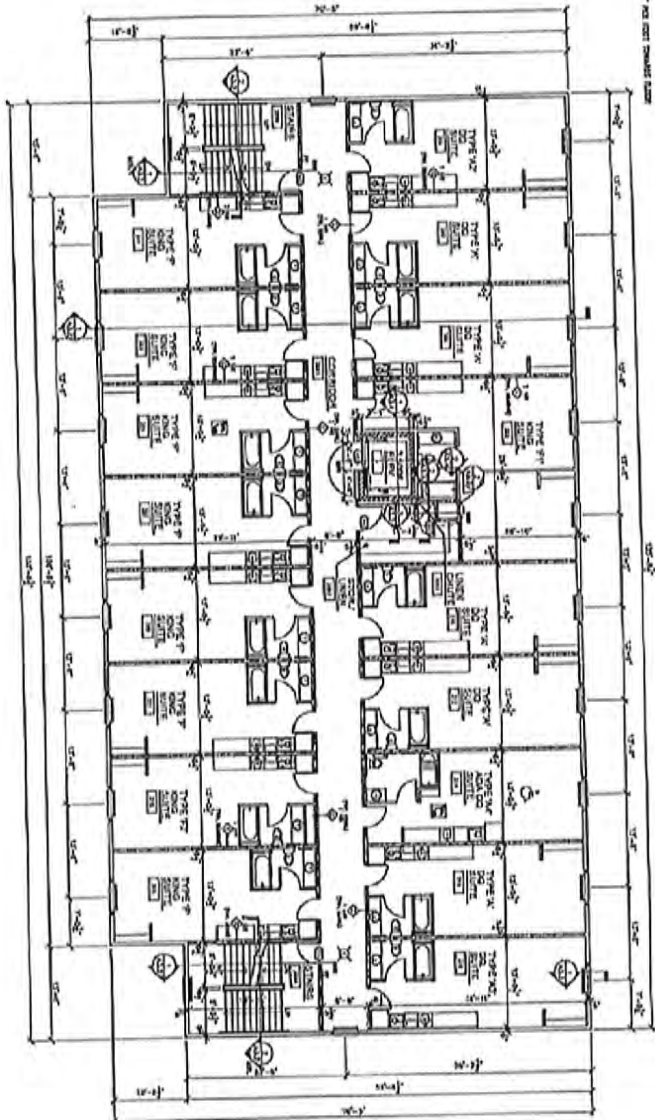
**GENERAL NOTES - FLOOR PLANS**

1. SEE ALL DIMENSIONS UNLESS OTHERWISE NOTED.
2. SEE ALL FINISH SCHEDULES FOR FINISHES.
3. SEE ALL FINISH SCHEDULES FOR FINISHES.
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20. SEE ALL FINISH SCHEDULES FOR FINISHES.

**TYPE ROOMS - FINISH SCHEDULES**

ROOM TYPE	FINISH SCHEDULE
TYPE 1	FINISH SCHEDULE 1
TYPE 2	FINISH SCHEDULE 2
TYPE 3	FINISH SCHEDULE 3
TYPE 4	FINISH SCHEDULE 4
TYPE 5	FINISH SCHEDULE 5
TYPE 6	FINISH SCHEDULE 6
TYPE 7	FINISH SCHEDULE 7
TYPE 8	FINISH SCHEDULE 8
TYPE 9	FINISH SCHEDULE 9
TYPE 10	FINISH SCHEDULE 10
TYPE 11	FINISH SCHEDULE 11
TYPE 12	FINISH SCHEDULE 12
TYPE 13	FINISH SCHEDULE 13
TYPE 14	FINISH SCHEDULE 14
TYPE 15	FINISH SCHEDULE 15
TYPE 16	FINISH SCHEDULE 16
TYPE 17	FINISH SCHEDULE 17
TYPE 18	FINISH SCHEDULE 18
TYPE 19	FINISH SCHEDULE 19
TYPE 20	FINISH SCHEDULE 20

ROOM TYPE	AREA	PERCENT	TOTAL
TYPE 1	100	100	100
TYPE 2	100	100	100
TYPE 3	100	100	100
TYPE 4	100	100	100
TYPE 5	100	100	100
TYPE 6	100	100	100
TYPE 7	100	100	100
TYPE 8	100	100	100
TYPE 9	100	100	100
TYPE 10	100	100	100
TYPE 11	100	100	100
TYPE 12	100	100	100
TYPE 13	100	100	100
TYPE 14	100	100	100
TYPE 15	100	100	100
TYPE 16	100	100	100
TYPE 17	100	100	100
TYPE 18	100	100	100
TYPE 19	100	100	100
TYPE 20	100	100	100




**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



**Excel**  
Arling & Butler, Inc.  
Architectural Firm

**PROJECT INFORMATION**

PROJECT NAME: RIVERSTONE HOTEL AND SUITES

CLIENT: BIRMARK BUILDERS, LLC

DATE: MAY 4, 2023

SCALE: 1/8" = 1'-0"

PROJECT NUMBER: 2225040

ARCHITECT: EXCEL

**A1.3**

**BIRMARK BUILDERS, LLC**

ARCHITECT

**EXCEL**

ARCHITECT



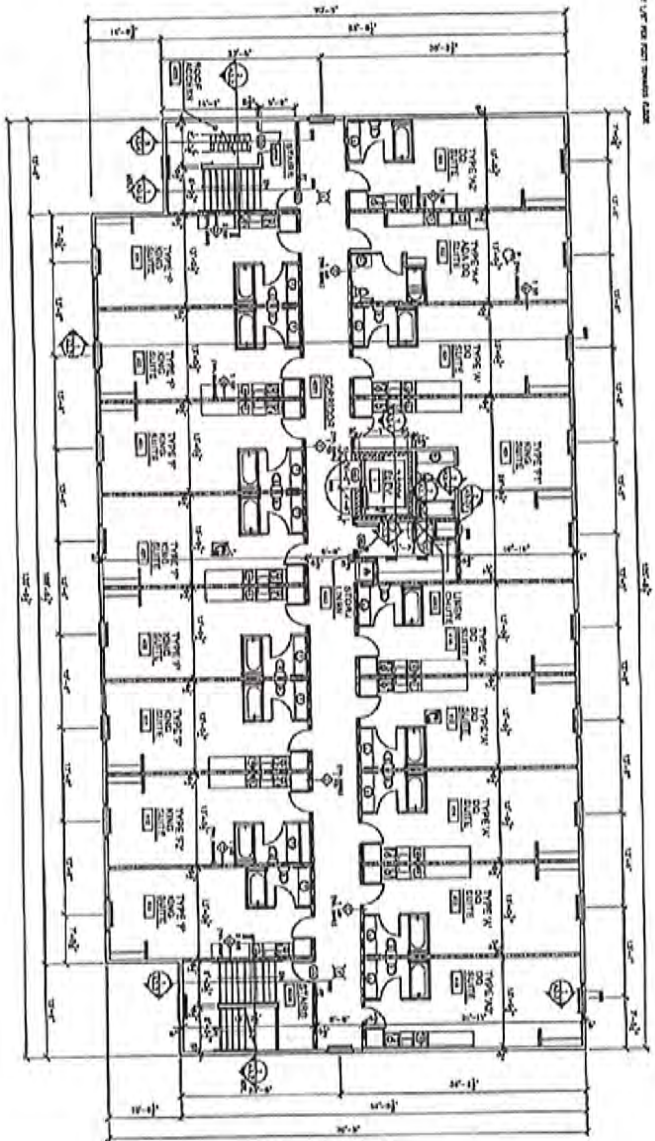
GENERAL NOTES - FLOOR PLANS:

1. REFER TO DRAWING SHEETS FOR FLOOR FINISH & PARTITION PANEL SCHEDULES & SPECIFICATIONS.
2. REFER TO ARCHITECTURAL SCHEDULES FOR VAV BOXES, DAMPERS, COILS, & OTHER MECHANICAL EQUIPMENT.
3. REFER TO MECHANICAL SCHEDULES FOR LIGHT FIXTURES, SWITCHES, & ELECTRICAL EQUIPMENT.
4. REFER TO MECHANICAL SCHEDULES FOR PLUMBING, SANITARY, & GAS PIPING.
5. REFER TO MECHANICAL SCHEDULES FOR ELEVATORS, ESCALATORS, & STAIRS.
6. REFER TO MECHANICAL SCHEDULES FOR REFRIGERATION, AIR CONDITIONING, & HEATING EQUIPMENT.
7. REFER TO MECHANICAL SCHEDULES FOR ROOFING, INSULATION, & EXTERIOR FINISHES.
8. REFER TO MECHANICAL SCHEDULES FOR INTERIORS, PARTITIONS, & CEILING FINISHES.
9. REFER TO MECHANICAL SCHEDULES FOR EXTERIORS, ROOFING, & EXTERIOR FINISHES.
10. REFER TO MECHANICAL SCHEDULES FOR SIGNAGE, MARKINGS, & IDENTIFICATION.
11. REFER TO MECHANICAL SCHEDULES FOR SECURITY, ACCESS CONTROL, & MONITORING.
12. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY EQUIPMENT, SUCH AS LABORATORY EQUIPMENT.
13. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY FINISHES, SUCH AS STAINLESS STEEL.
14. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY PARTITIONS, SUCH AS GLASS PARTITIONS.
15. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY ROOFING, SUCH AS GREEN ROOFING.
16. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY INSULATION, SUCH AS PHASE-CHANGE MATERIALS.
17. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY EXTERIOR FINISHES, SUCH AS SOLAR SCREENING.
18. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY INTERIORS, SUCH AS SOUND-ABSORBING MATERIALS.
19. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY EXTERIORS, SUCH AS PERFORMING ARTS STAGE.
20. REFER TO MECHANICAL SCHEDULES FOR SPECIALTY EQUIPMENT, SUCH AS THEATRE SEATING.

TYPE FLOOR PLAN SYMBOLS:

SYMBOL	DESCRIPTION
○	CIRCLE - 12" DIA. VAV BOX
□	SQUARE - 24" X 24" VAV BOX
■	SOLID SQUARE - 24" X 24" VAV BOX (WITH FINISH)
⊠	SQUARE WITH DIAGONAL - 24" X 24" VAV BOX (WITH FINISH)
▣	SQUARE WITH HATCH - 24" X 24" VAV BOX (WITH FINISH)
⊞	SQUARE WITH X - 24" X 24" VAV BOX (WITH FINISH)
⊟	SQUARE WITH DOT - 24" X 24" VAV BOX (WITH FINISH)
⊠	SQUARE WITH LINE - 24" X 24" VAV BOX (WITH FINISH)
⊡	SQUARE WITH STAR - 24" X 24" VAV BOX (WITH FINISH)
⊢	SQUARE WITH PLUS - 24" X 24" VAV BOX (WITH FINISH)
⊣	SQUARE WITH MINUS - 24" X 24" VAV BOX (WITH FINISH)
⊤	SQUARE WITH AT - 24" X 24" VAV BOX (WITH FINISH)
⊥	SQUARE WITH PERPENDICULAR - 24" X 24" VAV BOX (WITH FINISH)
⊦	SQUARE WITH FOOT - 24" X 24" VAV BOX (WITH FINISH)
⊧	SQUARE WITH T - 24" X 24" VAV BOX (WITH FINISH)
⊨	SQUARE WITH L - 24" X 24" VAV BOX (WITH FINISH)
⊩	SQUARE WITH I - 24" X 24" VAV BOX (WITH FINISH)
⊪	SQUARE WITH J - 24" X 24" VAV BOX (WITH FINISH)
⊫	SQUARE WITH K - 24" X 24" VAV BOX (WITH FINISH)
⊬	SQUARE WITH L - 24" X 24" VAV BOX (WITH FINISH)
⊭	SQUARE WITH M - 24" X 24" VAV BOX (WITH FINISH)
⊮	SQUARE WITH N - 24" X 24" VAV BOX (WITH FINISH)
⊯	SQUARE WITH O - 24" X 24" VAV BOX (WITH FINISH)
⊰	SQUARE WITH P - 24" X 24" VAV BOX (WITH FINISH)
⊱	SQUARE WITH Q - 24" X 24" VAV BOX (WITH FINISH)
⊲	SQUARE WITH R - 24" X 24" VAV BOX (WITH FINISH)
⊳	SQUARE WITH S - 24" X 24" VAV BOX (WITH FINISH)
⊴	SQUARE WITH T - 24" X 24" VAV BOX (WITH FINISH)
⊵	SQUARE WITH U - 24" X 24" VAV BOX (WITH FINISH)
⊶	SQUARE WITH V - 24" X 24" VAV BOX (WITH FINISH)
⊷	SQUARE WITH W - 24" X 24" VAV BOX (WITH FINISH)
⊸	SQUARE WITH X - 24" X 24" VAV BOX (WITH FINISH)
⊹	SQUARE WITH Y - 24" X 24" VAV BOX (WITH FINISH)
⊺	SQUARE WITH Z - 24" X 24" VAV BOX (WITH FINISH)

TYPE	AREA (SQ. FT.)	PERCENT	PERCENT OF TOTAL
TOTAL	100,000	100%	100%
TYPE 1	10,000	10%	10%
TYPE 2	20,000	20%	20%
TYPE 3	30,000	30%	30%
TYPE 4	40,000	40%	40%
TYPE 5	50,000	50%	50%
TYPE 6	60,000	60%	60%
TYPE 7	70,000	70%	70%
TYPE 8	80,000	80%	80%
TYPE 9	90,000	90%	90%
TYPE 10	100,000	100%	100%




FOURTH FLOOR PLAN  
SCALE: 1/4" = 1'-0"

ARCHITECTURAL FOURTH FLOOR PLAN

NEW DEVELOPMENT FOR:

# RIVERSTONE HOTEL AND SUITES


CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN



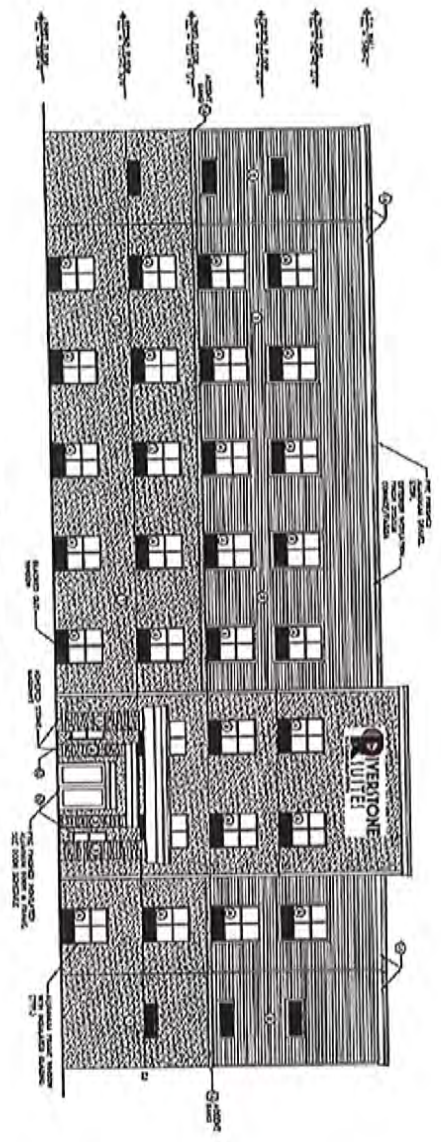
EXCEL  
ARCHITECTURAL & ENGINEERING  
ALWAYS A BETTER PLAN  
ARCHITECTURE & ENGINEERING  
1000 W. MONROE ST. SUITE 200  
CHIPP FALLS, WI 54926  
PH: 715.735.1100  
WWW.EXCEL-ARCHITECT.COM

PROJECT NO.	2225040
DATE	MAY 4, 2022
SCALE	1/4" = 1'-0"
DESIGNED BY	ARCHITECT
DRAWN BY	ARCHITECT
CHECKED BY	ARCHITECT
DATE	MAY 4, 2022

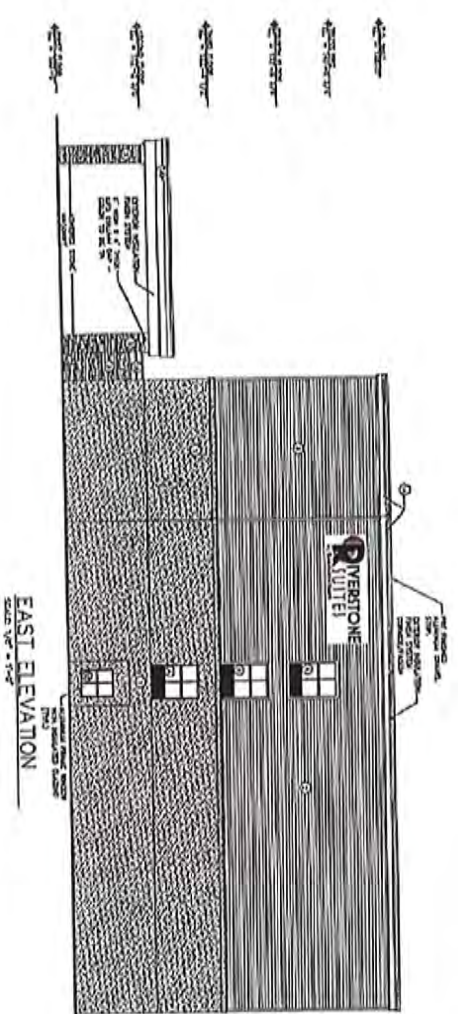
## A1.4



BIM BUILDERS  
1000 W. MONROE ST. SUITE 200  
CHIPP FALLS, WI 54926  
PH: 715.735.1100  
WWW.BIMBUILDERS.COM



**SOUTH ELEVATION**  
Scale: 1/4" = 1'-0"



**EAST ELEVATION**  
Scale: 1/4" = 1'-0"

**EXTERIOR MATERIALS AND COLORS**

ITEM	DESCRIPTION	FINISH / COLOR
1	SPONGE-TEXTURED STONE	STONE-LOOKING GRAY
2	SPONGE-TEXTURED STONE	STONE-LOOKING GRAY
3	1" - SQUARE STONE	STONE-LOOKING GRAY
4	STONE-LOOKING BRICK	STONE-LOOKING GRAY
5	STONE-LOOKING BRICK	STONE-LOOKING GRAY

**WINDOWS/DOORS**

NO.	TYPE	FINISH	PAINT	GLASS
1	WINDOW	WOOD	STAIN	CLERESTORY
2	WINDOW	WOOD	STAIN	CLERESTORY
3	WINDOW	WOOD	STAIN	CLERESTORY
4	WINDOW	WOOD	STAIN	CLERESTORY
5	WINDOW	WOOD	STAIN	CLERESTORY
6	DOOR	WOOD	STAIN	CLERESTORY
7	DOOR	WOOD	STAIN	CLERESTORY

DO NOT SCALE. VERIFY DIMENSIONS FROM PLAN. ALL DIMENSIONS ARE IN FEET AND INCHES. FINISHES ARE TO BE DETERMINED BY THE ARCHITECT. COLORS ARE TO BE DETERMINED BY THE ARCHITECT. MATERIALS AND COLORS ARE TO BE DETERMINED BY THE ARCHITECT. CONTRACTOR TO VERIFY ALL DIMENSIONS AND FINISHES ON THE JOB. (REV. 01/2013)

**ARCHITECTURAL EXTERIOR ELEVATIONS**

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

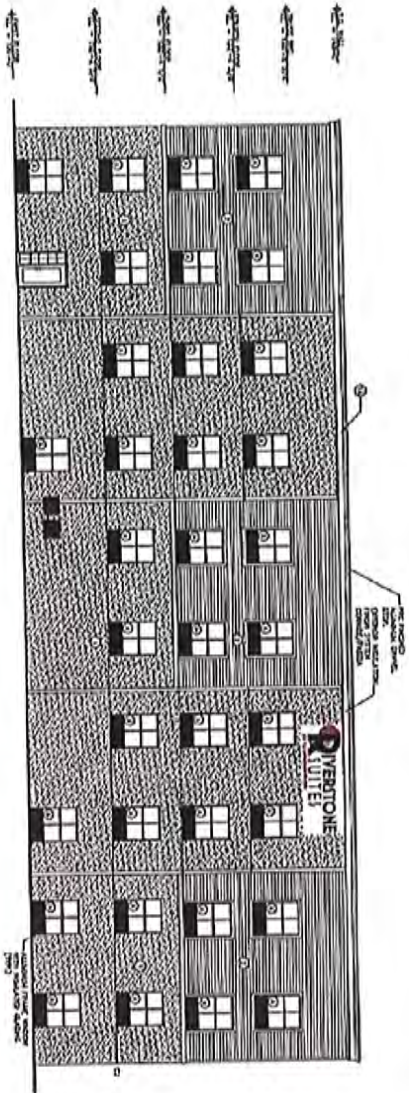
**EXCEL**  
ARCHITECTS & INTERIORS  
ALWAYS A BETTER PLACE  
TO BE

**BM**  
BrMark  
BUILDERS, LLC

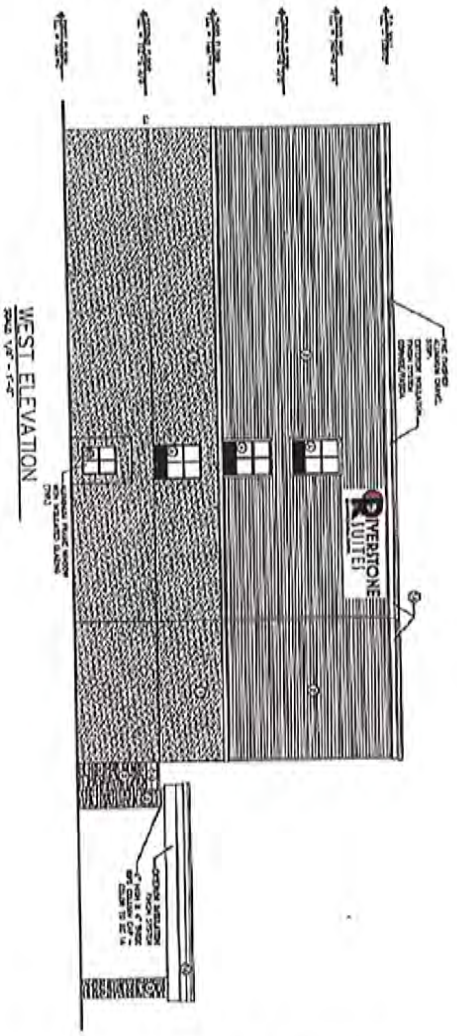
2225040

**A2.0**





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



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

EXTERIOR MATERIALS AND COLORS

01	BRICK	CANTONMENT BRICK
02	BRICK	BRICK BAND AT THE 3RD FLOOR
03	BRICK	BRICK BAND AT THE 3RD FLOOR
04	BRICK	BRICK BAND AT THE 3RD FLOOR
05	BRICK	BRICK BAND AT THE 3RD FLOOR

WINDOW SCHEDULE

NO.	TYPE	FINISH	SIZE
1	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
2	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
3	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
4	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
5	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
6	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
7	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
8	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
9	DOUBLE HUNG	WOOD	3'-0" x 4'-0"
10	DOUBLE HUNG	WOOD	3'-0" x 4'-0"

NOTES:  
1. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
2. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
3. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
4. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
5. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
6. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
7. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
8. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
9. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.  
10. ALL WINDOW SCHEDULES ARE TO BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.

ARCHITECTURAL EXTERIOR ELEVATIONS

NEW DEVELOPMENT FOR:

# RIVERSTONE HOTEL AND SUITES

CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN



EXCEL  
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Brimark  
BUILDERS LLC

DATE: 08/14/2013

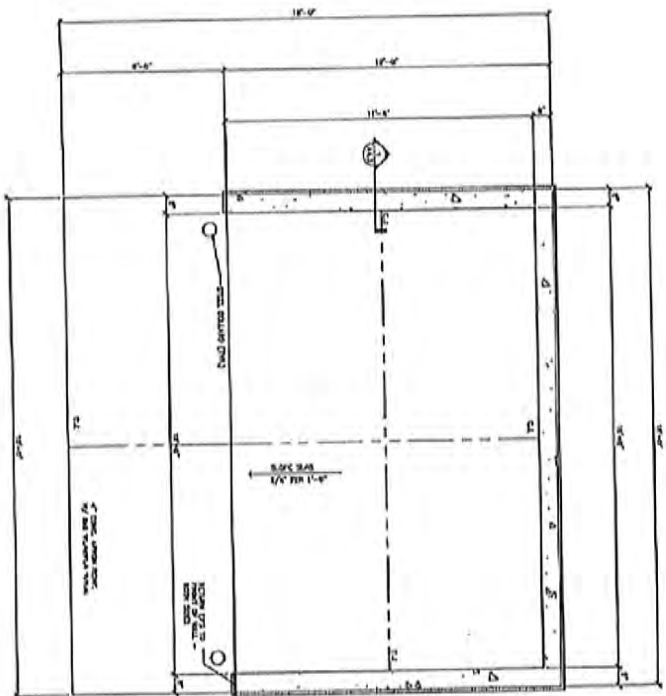
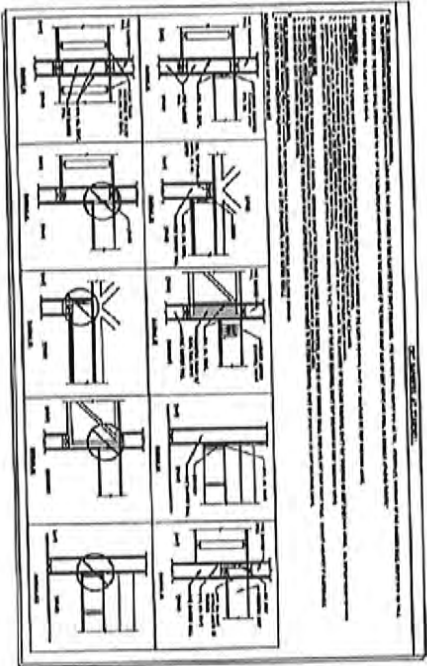
TIME: 10:00 AM

PROJECT: RIVERSTONE HOTEL AND SUITES

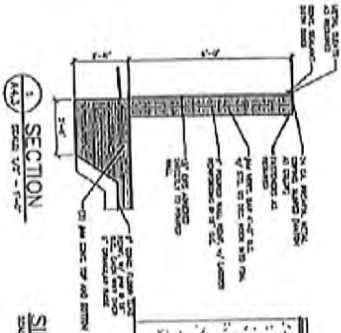
LOCATION: CHIPPEWA CROSSING BLVD., CHIPPEWA FALLS, WI

SCALE: 1/8" = 1'-0"

DATE: 08/14/2013

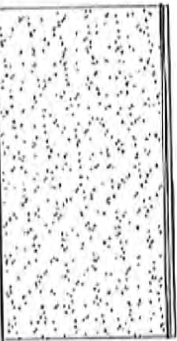


FLOOR PLAN - DUMPSTER  
SCALE 1/8" = 1'-0"

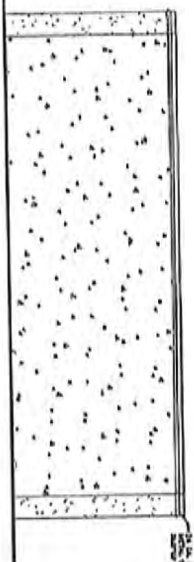


SECTION 1  
SCALE 1/8" = 1'-0"

SIDE ELEVATION - DUMPSTER  
SCALE 1/8" = 1'-0"



FRONT ELEVATION - DUMPSTER  
SCALE 1/8" = 1'-0"

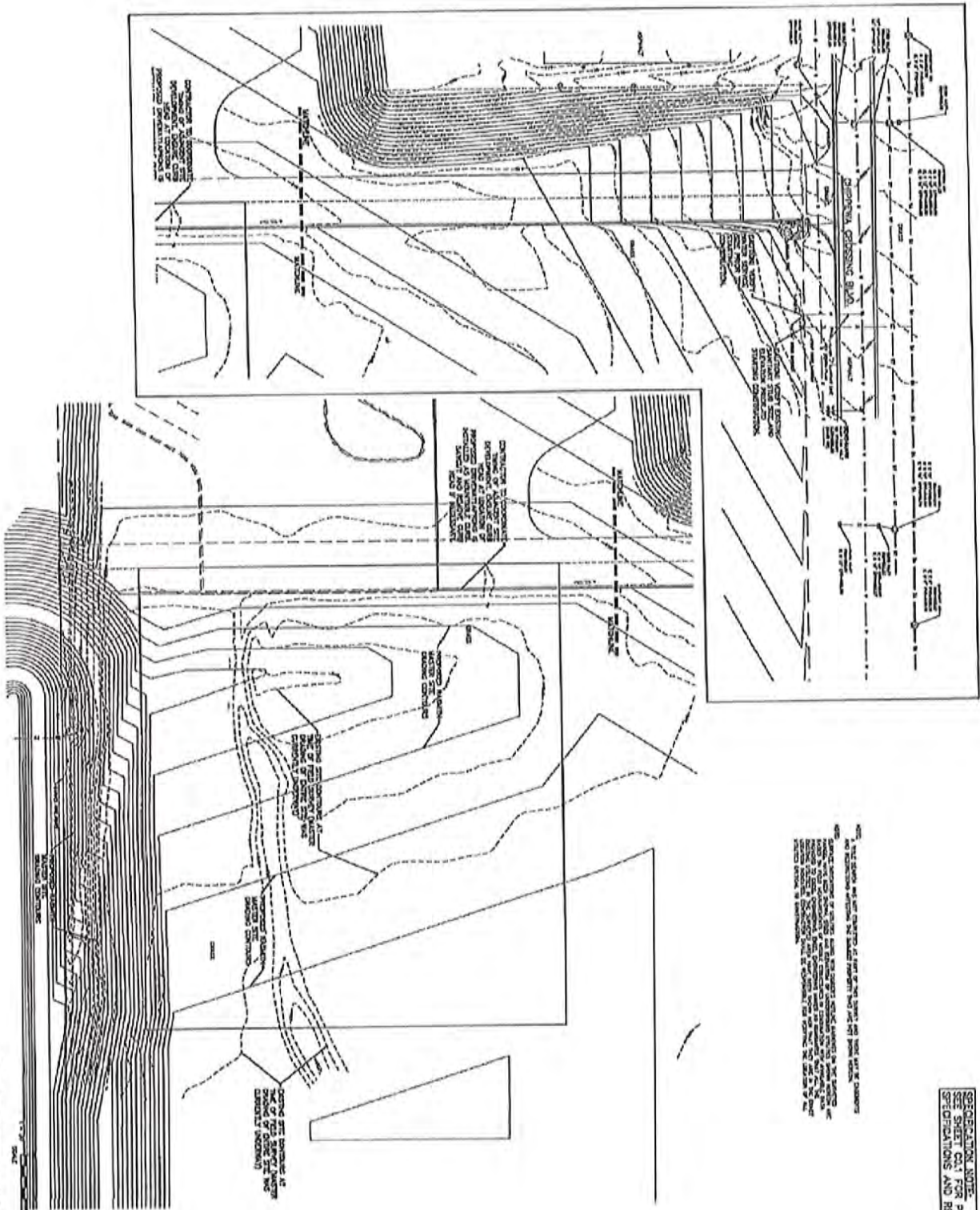


BUILDING DETAILS

	PROJECT INFORMATION <b>BM</b> <b>BrMark</b> Builders, LLC	ALWAYS A BETTER PLAN THE BEST SERVICE THE BEST QUALITY THE BEST VALUE
	NEW DEVELOPMENT FOR: <b>RIVERSTONE HOTEL AND SUITES</b> CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN	
SHEET DATES DATE: MAY 6, 2003	SHEET NUMBER 22250-00	A4.3







SEE SHEET C1.0 FOR PLAN  
SPECIFICATIONS AND REQUIREMENTS

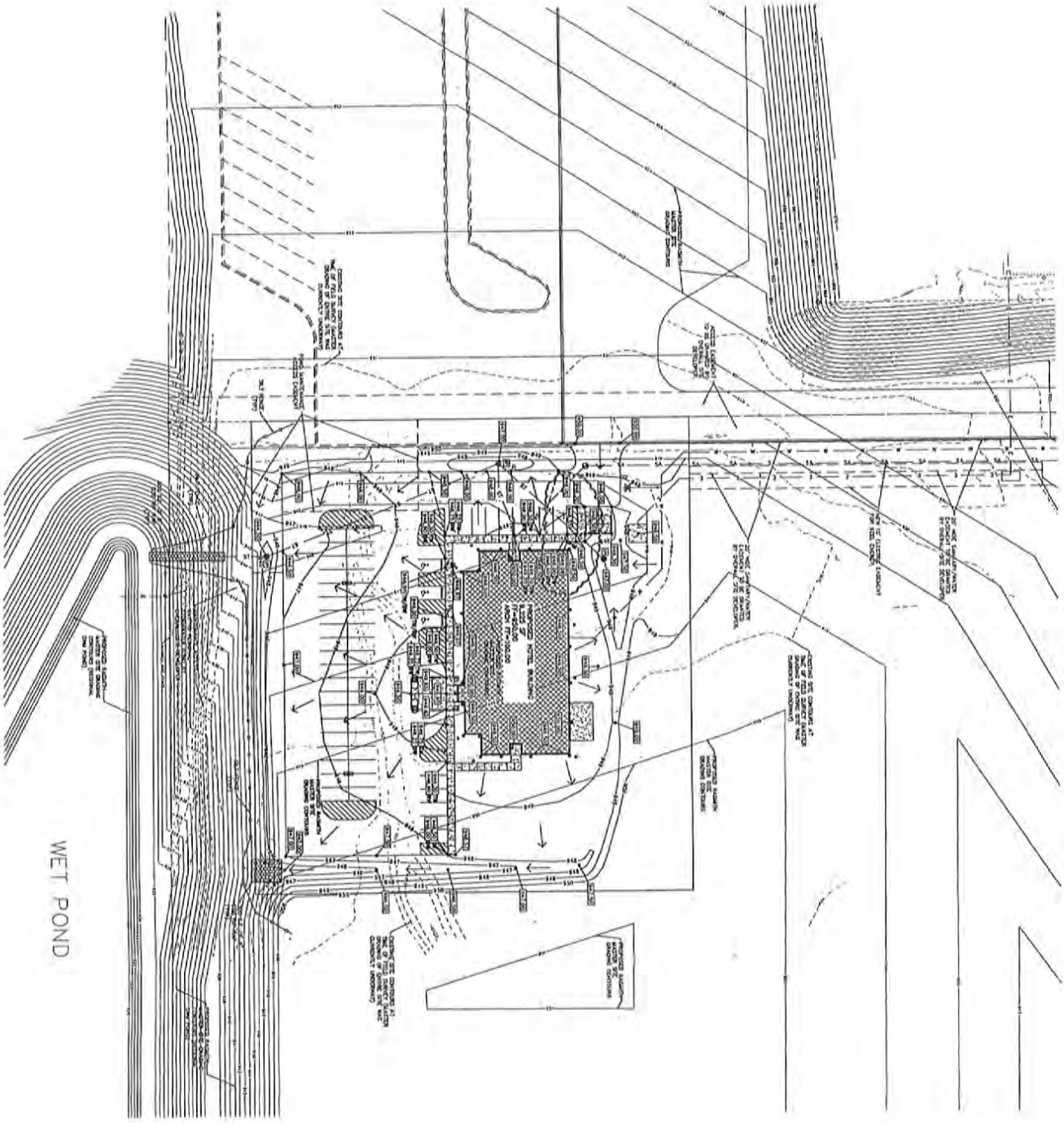
NOT TO SCALE  
THIS PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT ACCEPTS ALL RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED AND THE RESULTS OF ANY INVESTIGATION OR CONSTRUCTION. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.

CIVIL EXISTING SITE AND DEMOLITION PLAN

<p><b>EXCEL</b> Always a Better Plan 1000 North Lincoln Street Chicago, IL 60610 Tel: 312.329.1000</p>	<p><b>BIMark</b> Builders, LLC</p>	<p>NEW DEVELOPMENT FOR: <b>RIVERSTONE HOTEL AND SUITES</b> CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN</p>		<p>DATE PLOTTED: 08/14/2013 DATE: 08/14/2013</p>
		<p>DESIGN NUMBER: 222504D DATE: 08/14/2013</p>	<p>PROJECT NUMBER: 222504D DATE: 08/14/2013</p>	<p><b>C1.0</b></p>







WET POND

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

**NOTES:**

1. MAINTAIN STAY-ALL ACCESS PILES SHALL PROTECT EXISTING UTILITY AND ACCESS PILES (CONCRETE EDITION)
2. ALL SEDIMENT SHALL NOT BE OPEN TO A WIND-DRIVEN SAND DUST STORMS

**WET PROTECTION NOTE:**  
CONTRACTOR SHALL PROVIDE TEMPORARY EROSION PROTECTION FOR ALL EXPOSED EARTHWORK PER PROJECT SET PER LOCAL CODE.

**STABILIZED CONSTRUCTION ENTRANCE NOTE:**  
CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCES AS REQUIRED PER CODE.

**CONCRETE WAREHOUSE NOTE:**  
CONTRACTOR SHALL PROVIDE CONCRETE WAREHOUSE AS REQUIRED PER LOCAL CODE.

**CONCRETE WAREHOUSE NOTE:**  
CONTRACTOR SHALL PROVIDE CONCRETE WAREHOUSE AS REQUIRED PER LOCAL CODE.

CIVIL GRADING AND EROSION CONTROL PLAN



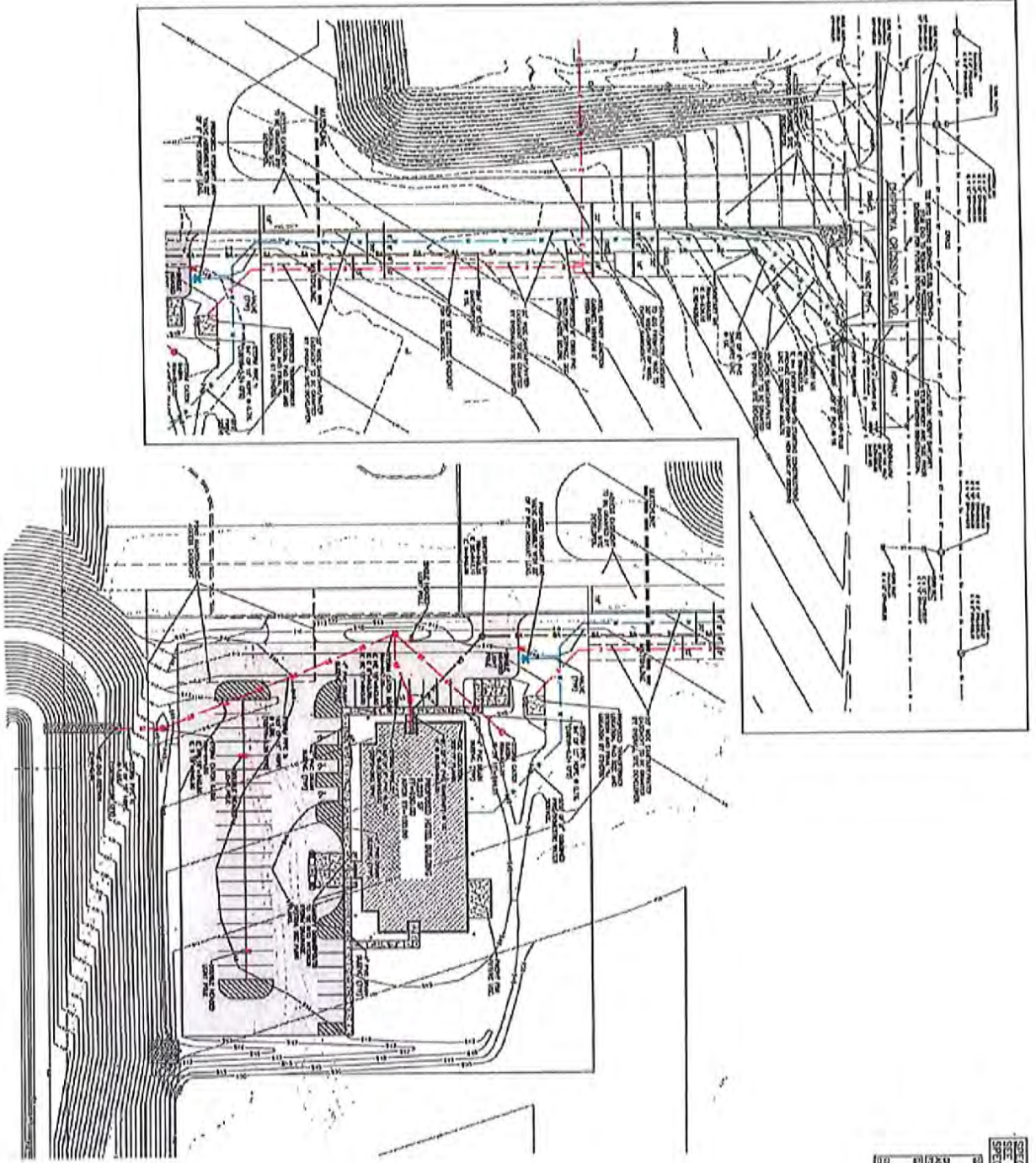
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BrMark  
Builders, LLC

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

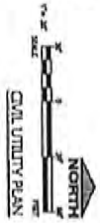
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<b>DATE</b>	MAY 17, 2023
<b>PROJECT NUMBER</b>	22250040
<b>SHEET NUMBER</b>	C1.2





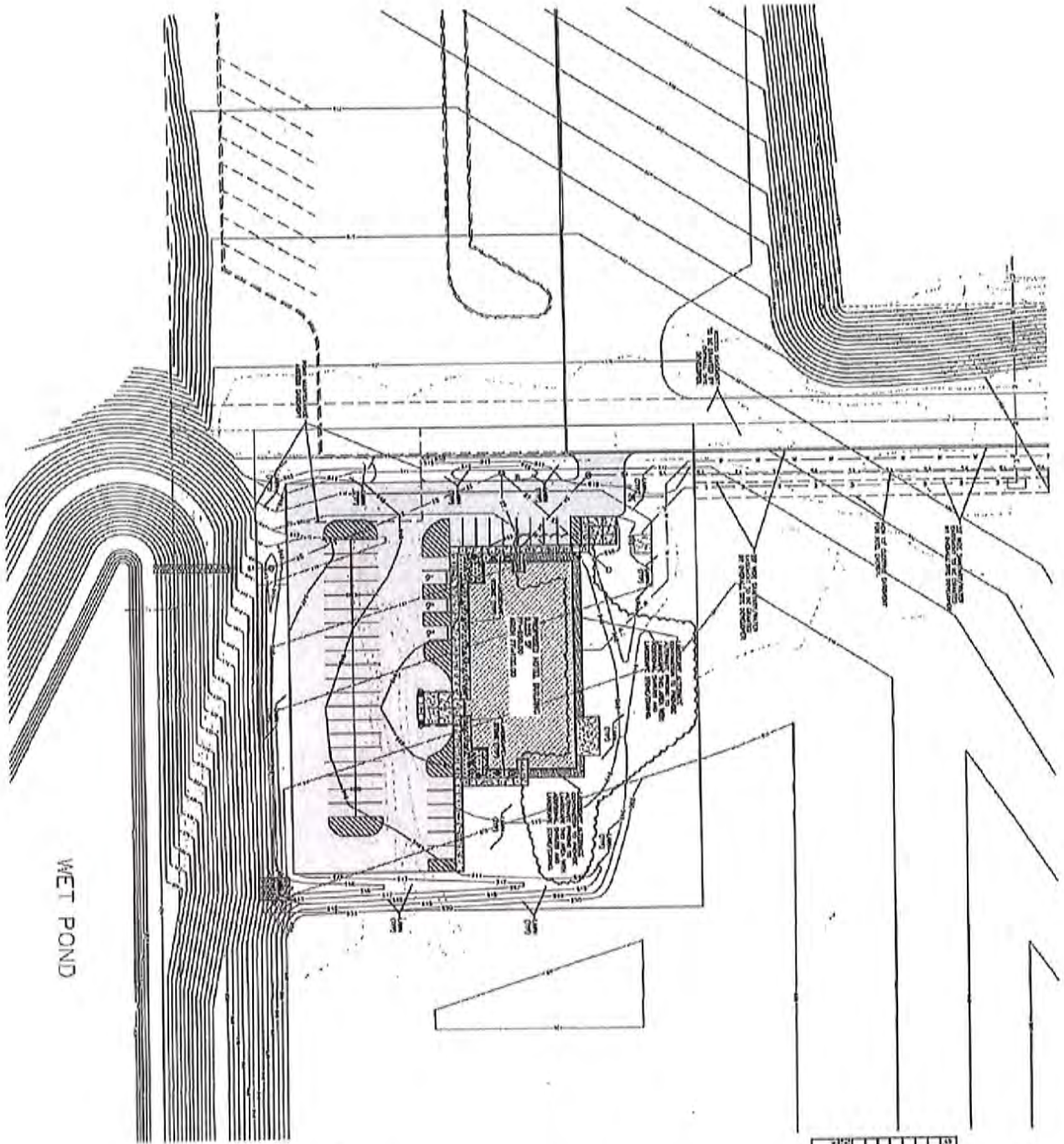
SPECIFICATION NOTE:  
 SEE SHEET C01 FOR PLAN  
 SPECIFICATIONS AND REQUIREMENTS

SYMBOLS:  
 (Symbol) POINT FOUND TO  
 BE A UTILITY FROM AN  
 EXISTING PROJECT FOR WHICH AN  
 AS-BUILT RECORD IS ON FILE.  
 (Symbol) POINT FOUND TO  
 BE A UTILITY FROM AN  
 EXISTING PROJECT FOR WHICH AN  
 AS-BUILT RECORD IS NOT ON FILE.



<b>EXCEL</b> PROJECT MANAGER ALWAYS 3 BETTER PLAN 1000 W. WISCONSIN ST. SUITE 200 CHIPPewa FALLS, WI 54926 PH: 920.735.3535		PROJECT INFORMATION	
		NEW DEVELOPMENT FOR: <b>RIVERSTONE HOTEL AND SUITES</b> CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN	
<b>BIMark Builders, LLC</b>	SHEET NUMBER <b>C1.3</b>	SHEET DATE MAY 6, 2022	SHEET NUMBER 2225M40





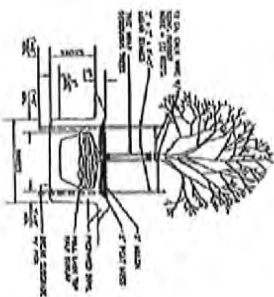
WET POND

SEPARATIONAL WATER  
SEE SHEET C-11 FOR PLANT  
SPECIFICATIONS AND REQUIREMENTS

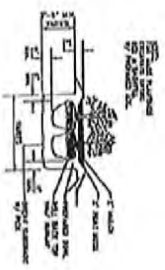
EXISTING MATING LOCATION

Symbol	Notes	Quantity	Comments
①	TR	2	1
②	LANDSC	1	1 CAL CHERRY
③	LANDSC	1	1 CAL CHERRY
④	SHRUB	12	

3" - 4" BIRCH BARK PLANTER BOXES (LANDSCAPE NUMBER)  
1. CONSULTATION TO REPORT DESIGN AND GET OWNER APPROVAL FOR THIS TREE  
2. CHECK EXISTING TO VERIFY TREE PROXIMITY TO LOT BOUNDARY  
3. CHECK EXISTING TO VERIFY TREE PROXIMITY TO LOT BOUNDARY  
4. CHECK EXISTING TO VERIFY TREE PROXIMITY TO LOT BOUNDARY



TREE PLANTING DETAIL



SHRUB PLANTING DETAIL



CIVIL LANDSCAPE AND RESTORATION PLAN

NEW DEVELOPMENT FOR:

## RIVERSTONE HOTEL AND SUITES

CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

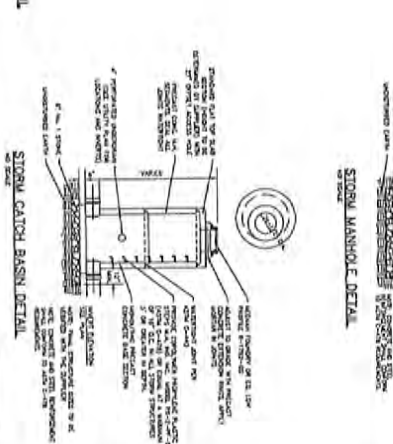
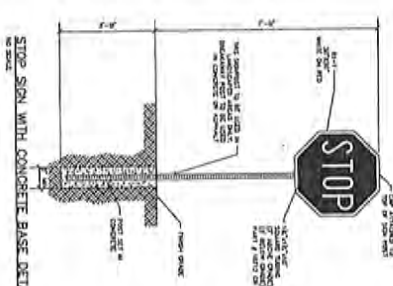
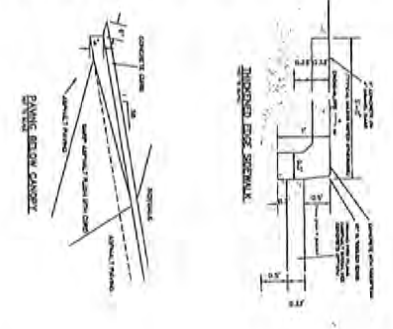
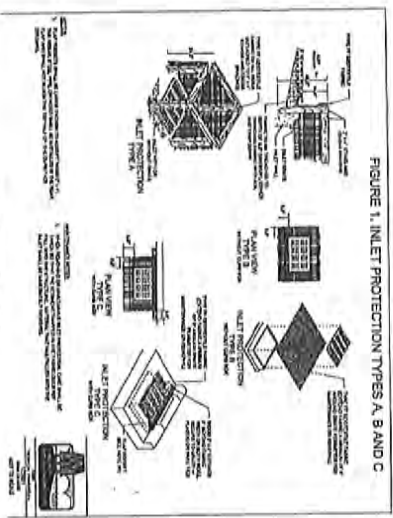
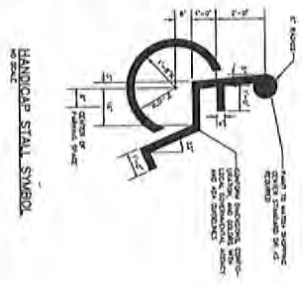
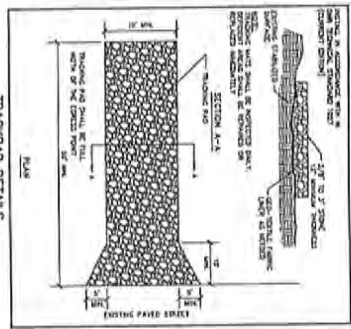
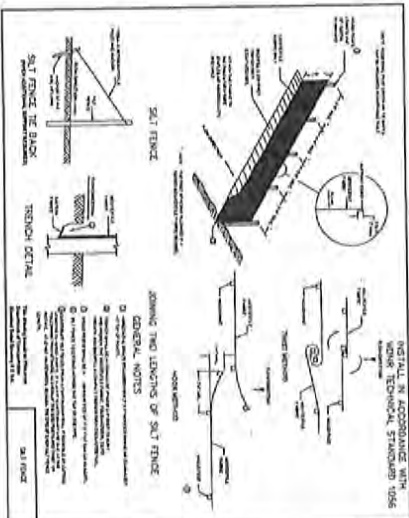
**BriMark**  
BUILDERS, LLC

**EXCEL**

Always a Better Plan

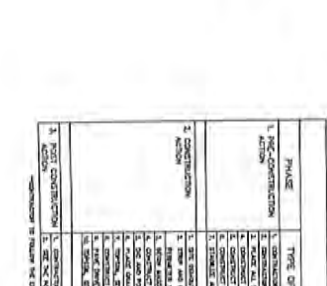
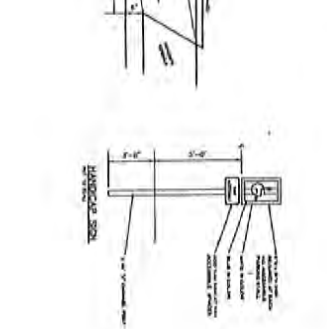
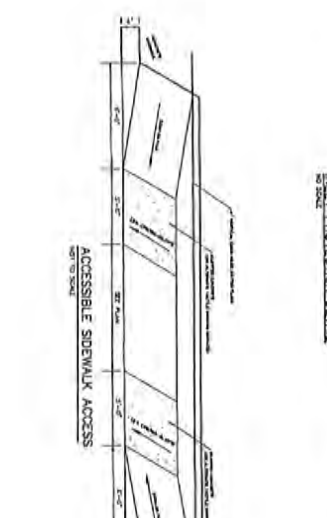
SHEET NUMBER	DATE	DRAWN BY	CHECKED BY	DATE
C1.4	04/11/2023	...	...	...
PROJECT NUMBER	2225040			

CONSTRUCTION PERMITS  
 PRELIMINARY AND REVISIONS



**CONSTRUCTION SEQUENCE**

PHASE	TYPE OF ACTION
1. PRELIMINARY ACTION	1. OBTAIN PERMITS AND APPROVALS FOR CONSTRUCTION.
2. CONSTRUCTION	2. EXCAVATE AND INSTALL CURB AND GUTTER.
3. FINISH CONSTRUCTION	3. INSTALL TRAP CHAMBER AND TRAP COVER.
4. MAINTENANCE	4. MAINTAIN TRAP CHAMBER AND TRAP COVER.



**CONSTRUCTION SEQUENCE**

PHASE	TYPE OF ACTION
1. PRELIMINARY ACTION	1. OBTAIN PERMITS AND APPROVALS FOR CONSTRUCTION.
2. CONSTRUCTION	2. EXCAVATE AND INSTALL CURB AND GUTTER.
3. FINISH CONSTRUCTION	3. INSTALL TRAP CHAMBER AND TRAP COVER.
4. MAINTENANCE	4. MAINTAIN TRAP CHAMBER AND TRAP COVER.

**CIVIL DETAILS**

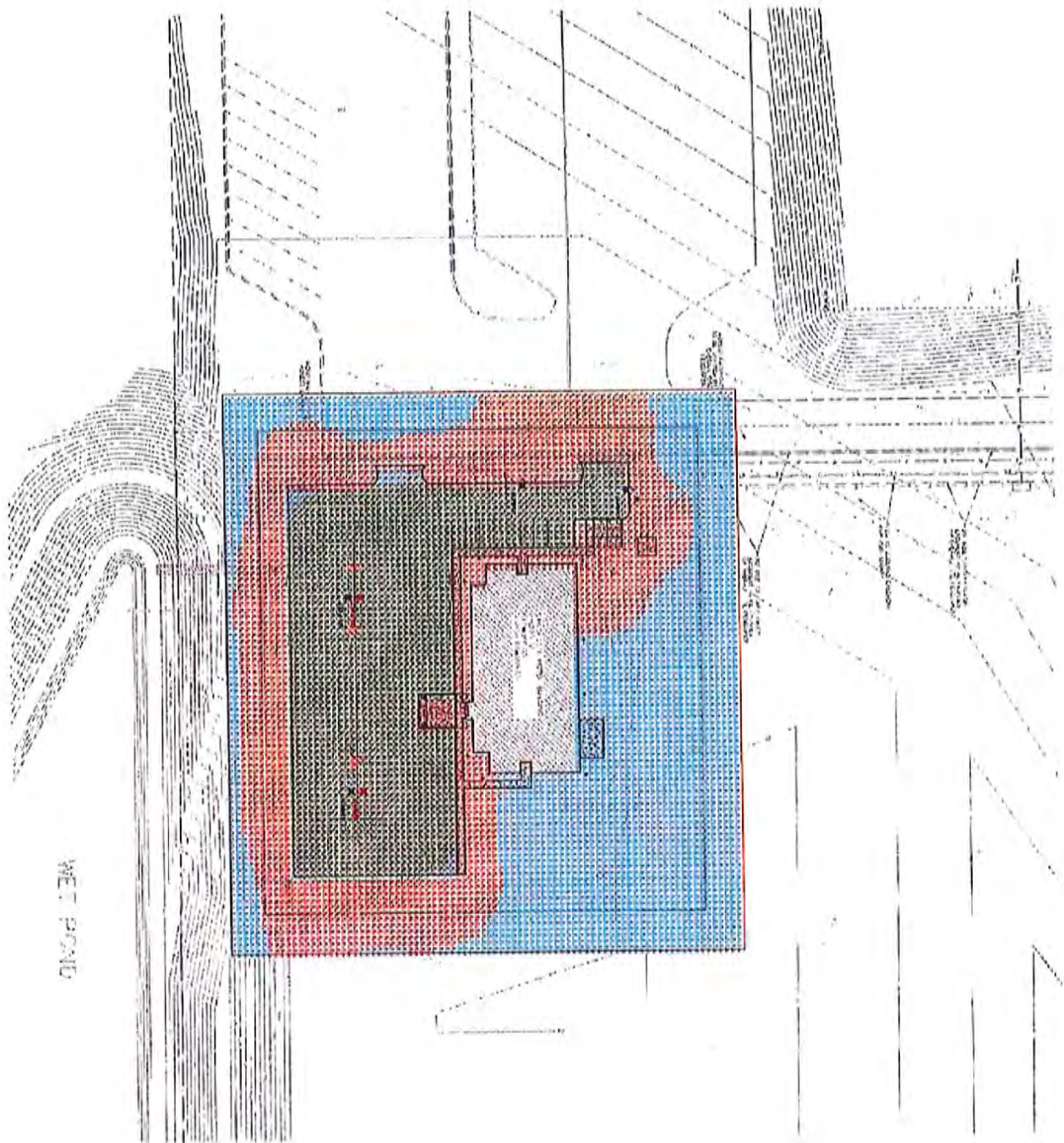
SHEET NO.	C2.0
DATE	MAY 4, 2023
PROJECT NO.	2225040
PROJECT NAME	RIVERSTONE HOTEL AND SUITES

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

**EXCEL**  
 Always a Better Plan  
 Project Management  
 1800 10th Avenue  
 Chippewa Falls, WI 54601  
 715.735.1000

**BM**  
 Brtmark  
 Builders, LLC





WET POND

NO.	DATE	DESCRIPTION
1	11/15/11	PRELIMINARY PLAN
2	03/14/12	REVISED PLAN
3	05/23/12	FINAL PLAN

CIVIL SITE PHOTOGRAMMETRIC PLAN & DETAILS



<b>C3.1</b>	DATE PLOTTED	11/15/11
	SCALE	AS SHOWN
<b>3.1</b>	DATE PLOTTED	11/15/11
	SCALE	AS SHOWN
PROJECT NUMBER	2225940	
DATE PLOTTED	11/15/11	
SCALE	AS SHOWN	

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

**EXCEL**  
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**BW**  
 BENTLEY SYSTEMS, INC.





# Storm Water & Erosion Control Calculations For: **Riverstone Hotel & Suites**

## Chippewa Falls, WI

Excel Job # 2225040

May 18, 2023



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- Appendix B: Storm Sewer TR-55 Calculations
- Appendix C: Storm Sewer Manning's Spreadsheet
- Appendix D: USLE Map and Calculations
- Appendix E: Post Construction Operation and Maintenance Plan



## 0.0 Introduction

### 0.1 Existing Conditions

The proposed development is located within the overall Chippewa Crossing development, on the south side of Chippewa Crossing Boulevard in the City of Chippewa Falls, Wisconsin. The existing site is currently vacant. The site currently drains south to an existing regional stormwater management pond which was constructed for the overall master development. The existing site can be seen on sheet C1.0.

- Property Area: 2.08 acres

### 0.2 Proposed Project Overview

The proposed project will include a proposed hotel building with parking located to the south and west sides of the building. The proposed development will drain to both storm sewer and a ditch which will drain stormwater south into the regional wet pond. The stormwater management pond will reduce peak flows and treat stormwater to meet local and state requirements. The proposed site can be seen in Sheets C1.1-C1.4 of the proposed plan set.

- Disturbed Area: 1.87 acres

## 1.0 Stormwater Management Requirements

### City of Chippewa Falls / Wisconsin DNR-

The proposed site drains to an existing regional stormwater management pond which was constructed with the overall Chippewa Crossing Master Development. This regional stormwater pond treats for all local and state stormwater management requirements.

The stormwater management facility has been designed for a maximum impervious percentage of 90%. The proposed impervious surface percentage for the Cobblestone property is 54.9%, well below the maximum.

**Therefore, stormwater management requirements are met.**

## 2.0 Storm Sewer Design

All storm sewer has been designed to convey the 100-year 24-hour post development storm.

See Appendix A-C for pipe drainage areas and pipe sizing calculations.

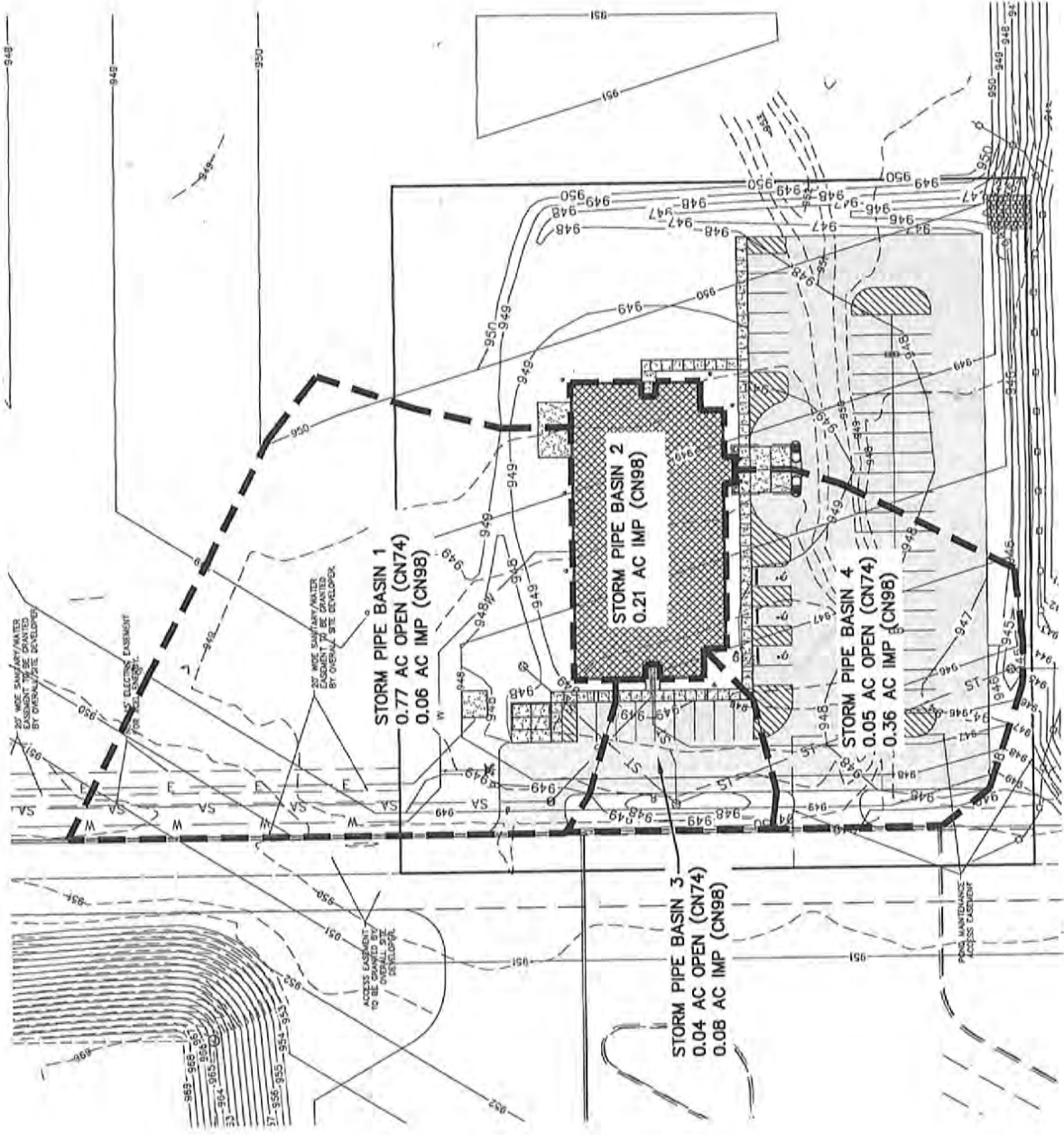
### 2.1 Emergency Overflow Route

The emergency overflow route is to the south, through the proposed parking lot and safely into the regional stormwater management pond.

### 3.0 Erosion Control

The erosion control specifications, construction sequence, site stabilization notes, seeding notes, dewatering notes, and post construction and maintenance plan will be included on sheet C0.1 of the construction plan set.

## Appendix A: Storm Sewer Basin Map



STORM SEWER BASIN MAP





## Appendix B: Storm Sewer TR-55 Calculations

# Hydrograph Summary Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Hyd. No.	Hydrograph type (origin)	Peak flow (cfs)	Time interval (min)	Time to Peak (min)	Hyd. volume (cuft)	Inflow hyd(s)	Maximum elevation (ft)	Total strge used (cuft)	Hydrograph Description
1	SCS Runoff	5.244	2	716	10,678	----	----	----	PIPE 1
2	SCS Runoff	2.023	2	716	4,870	----	----	----	PIPE 2
3	SCS Runoff	0.988	2	716	2,162	----	----	----	PIPE 3
4	SCS Runoff	3.636	2	716	8,388	----	----	----	PIPE 4

# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

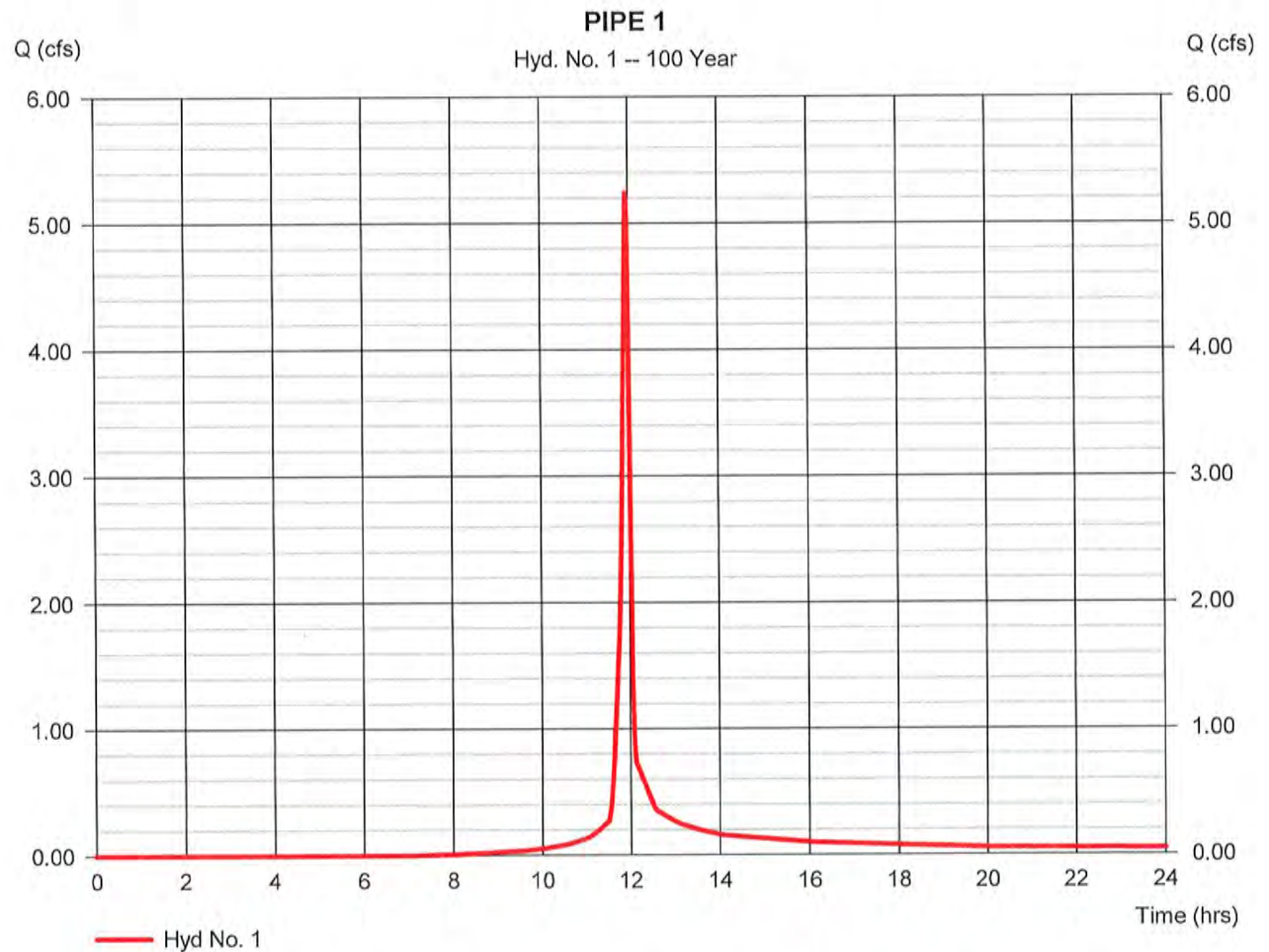
Wednesday, 01 / 18 / 2023

## Hyd. No. 1

### PIPE 1

Hydrograph type	= SCS Runoff	Peak discharge	= 5.244 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 10,678 cuft
Drainage area	= 0.830 ac	Curve number	= 76*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(0.060 x 98) + (0.770 x 74)] / 0.830



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

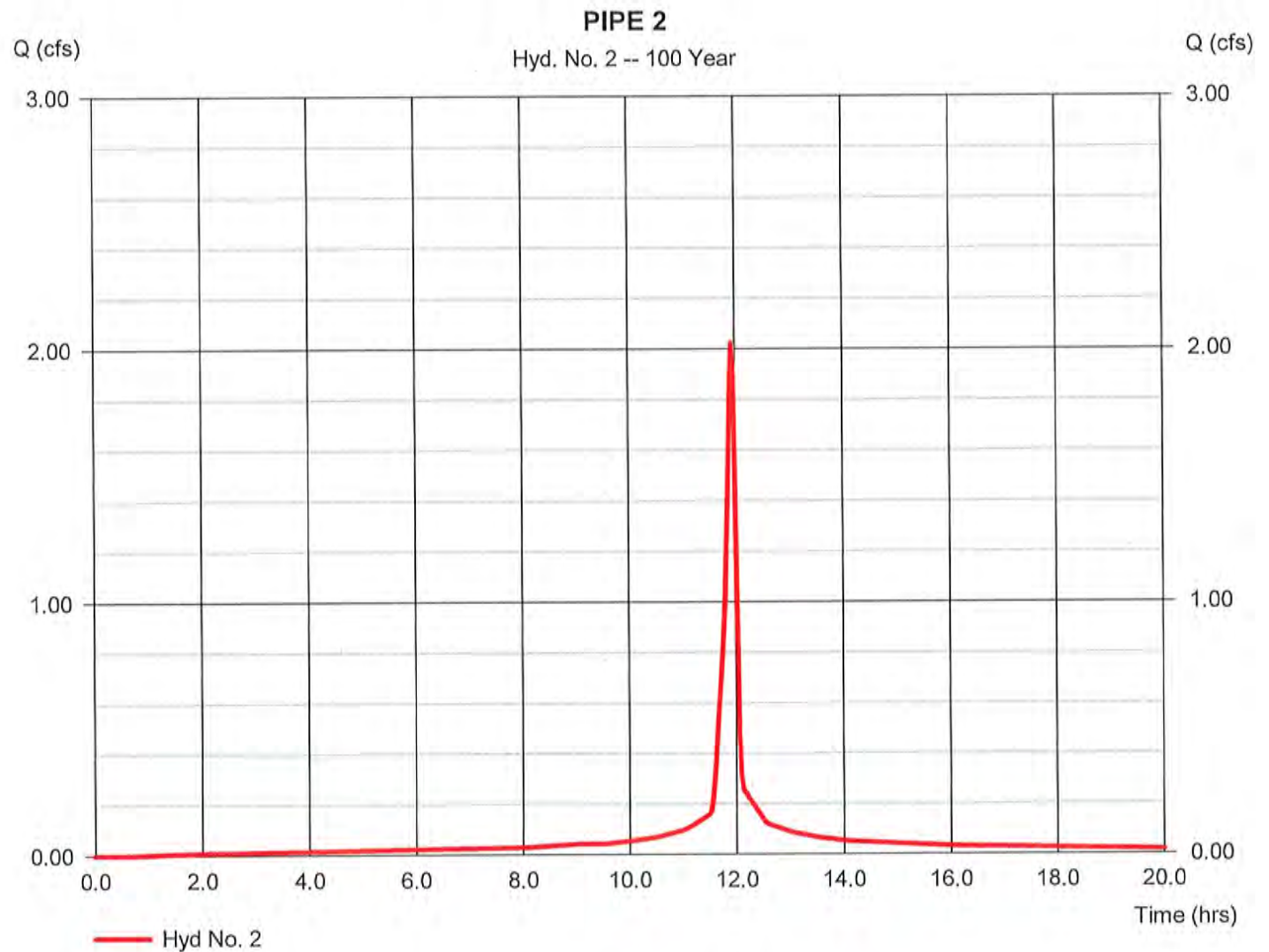
Wednesday, 01 / 18 / 2023

## Hyd. No. 2

### PIPE 2

Hydrograph type	= SCS Runoff	Peak discharge	= 2.023 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 4,870 cuft
Drainage area	= 0.230 ac	Curve number	= 98*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(0.060 x 98) + (0.770 x 74)] / 0.230



# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

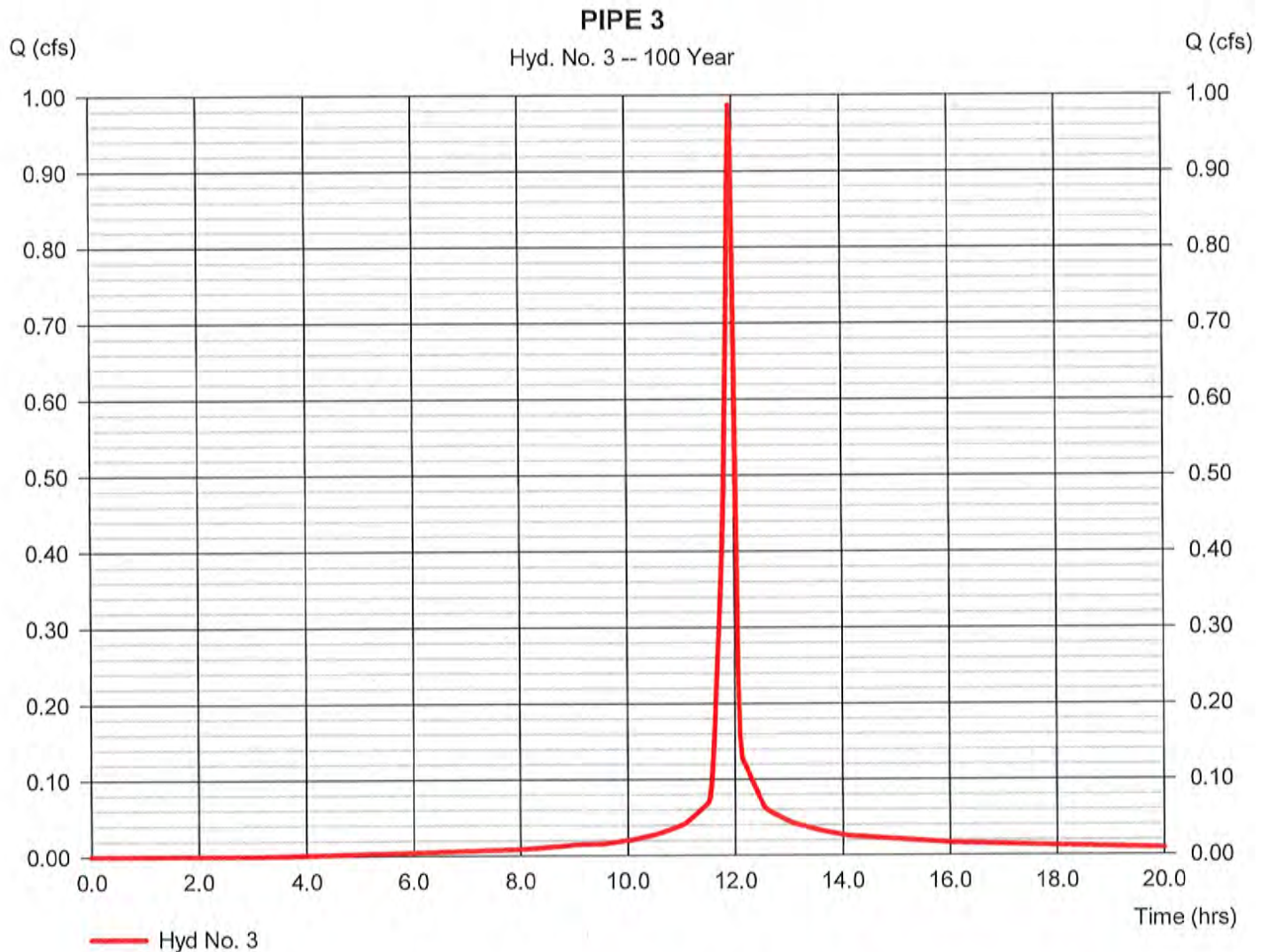
Wednesday, 01 / 18 / 2023

## Hyd. No. 3

PIPE 3

Hydrograph type	= SCS Runoff	Peak discharge	= 0.988 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 2,162 cuft
Drainage area	= 0.120 ac	Curve number	= 90*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) = [(0.080 x 98) + (0.040 x 74)] / 0.120





# Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

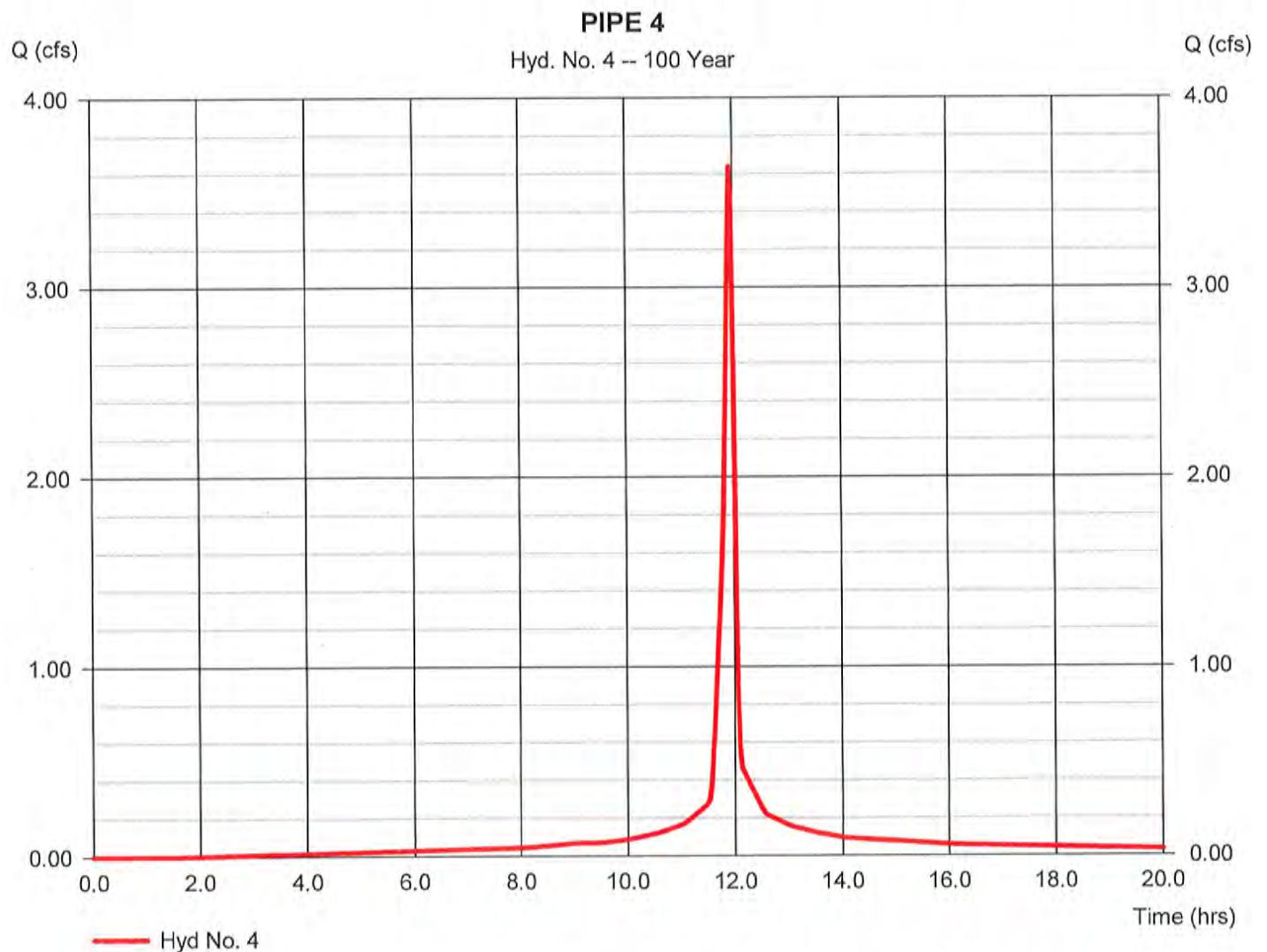
Wednesday, 01 / 18 / 2023

## Hyd. No. 4

### PIPE 4

Hydrograph type	= SCS Runoff	Peak discharge	= 3.636 cfs
Storm frequency	= 100 yrs	Time to peak	= 11.93 hrs
Time interval	= 2 min	Hyd. volume	= 8,388 cuft
Drainage area	= 0.420 ac	Curve number	= 95*
Basin Slope	= 0.0 %	Hydraulic length	= 0 ft
Tc method	= User	Time of conc. (Tc)	= 6.00 min
Total precip.	= 6.46 in	Distribution	= Type II
Storm duration	= 24 hrs	Shape factor	= 484

\* Composite (Area/CN) =  $[(0.360 \times 98) + (0.060 \times 74)] / 0.420$



# Hydraflow Rainfall Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2021

Wednesday, 01 / 18 / 2023

Return Period (Yrs)	Intensity-Duration-Frequency Equation Coefficients (FHA)			
	B	D	E	(N/A)
1	0.0000	0.0000	0.0000	-----
2	69.8703	13.1000	0.8658	-----
3	0.0000	0.0000	0.0000	-----
5	79.2597	14.6000	0.8369	-----
10	88.2351	15.5000	0.8279	-----
25	102.6072	16.5000	0.8217	-----
50	114.8193	17.2000	0.8199	-----
100	127.1596	17.8000	0.8186	-----

File name: SampleFHA.idf

**Intensity = B / (Tc + D)^E**

Return Period (Yrs)	Intensity Values (in/hr)											
	5 min	10	15	20	25	30	35	40	45	50	55	60
1	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2	5.69	4.61	3.89	3.38	2.99	2.69	2.44	2.24	2.07	1.93	1.81	1.70
3	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5	6.57	5.43	4.65	4.08	3.65	3.30	3.02	2.79	2.59	2.42	2.27	2.15
10	7.24	6.04	5.21	4.59	4.12	3.74	3.43	3.17	2.95	2.77	2.60	2.46
25	8.25	6.95	6.03	5.34	4.80	4.38	4.02	3.73	3.48	3.26	3.07	2.91
50	9.04	7.65	6.66	5.92	5.34	4.87	4.49	4.16	3.88	3.65	3.44	3.25
100	9.83	8.36	7.30	6.50	5.87	5.36	4.94	4.59	4.29	4.03	3.80	3.60

Tc = time in minutes. Values may exceed 60.

Precip. file name: Sample.pcp

Storm Distribution	Rainfall Precipitation Table (in)							
	1-yr	2-yr	3-yr	5-yr	10-yr	25-yr	50-yr	100-yr
SCS 24-hour	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.46
SCS 6-Hr	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-1st	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-2nd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-3rd	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-4th	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Huff-Indy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Custom	2.23	2.55	0.00	3.13	3.69	4.68	5.49	6.16

# Appendix C: Storm Sewer Manning's Spreadsheet



Excel Engineering Project No. 2225040 Project Name Cobblestone Chippewa Falls

Pipe Data			Pipe Capacity (100-yr)					
Pipe ID	Diameter (FT)	Slope (FT/FT)	Manning's n	Basin No.	Total Flow (cfs)	Total Flow (gpm)	Full Flow Capacity (cfs)	Full Flow Capacity (gpm)
1	1.25	0.007	0.012	1	5.24	2352	5.87	2635
2	0.66	0.020	0.012	2 (DSPS)	0.87	390	1.81	811
3	1.25	0.015	0.012	1,2,3	8.25	3703	8.59	3857
4	1.5	0.015	0.012	1,2,3,4	11.89	5336	13.97	6272
X	X	X	X	X	X	X	X	X

Full Flow Capacity based off Manning's Equation

$$Q = \frac{1.49}{n} R^{2/3} S^{1/2} a$$

Where: Q = Full Flow Capacity of Pipe (cfs)  
 n = Manning's roughness coefficient  
 R = hydraulic radius (ft) (D/4)  
 s = hydraulic gradient, slope (ft/ft)  
 a = flow area (sq. ft.)

Typical Manning's n

HDPE	0.012
PVC	0.012
Concrete	0.013
CMP	0.024

\*Total Flow calculated via TR-55 hydrologic calculations. Reference Storm Pipe Basin Map & TR-55 Calculations



## Appendix D: USLE Map and Calculations



# Soil Loss & Sediment Discharge Calculation Tool

for use on Construction Sites in the State of Wisconsin



WDNR Version 2.0 (06-29-2017)

YEAR 1

Developer: Riverstone Hotels

Project: Chippewa Falls

Date: 05/18/23

County: Chippewa

Version 1.0

Activity (1)	Begin Date (2)	End Date (3)	Period % R (4)	Annual R Factor (5)	Sub Soil Texture (6)	Soil Erodibility K Factor (7)	Slope (%) (8)	Slope Length (ft) (9)	LS Factor (10)	Land Cover C Factor (11)	Soil loss A (tons/acre) (12)	SDF (13)	Sediment Control Practice (14)	Sediment Discharge (t/ac) (15)
Bare Ground	06/05/23	11/01/23	74.7%	150	Sandy Loam	0.28	2.5%	80	0.23	1.00	7.1	0.957	Silt Fence	4.1
Seed with Mulch or En	11/01/23	06/01/24	23.6%	150	Sandy Loam	0.28	2.5%	80	0.23	0.10	0.2	0.957	Silt Fence	0.1
End	06/01/24						2.5%	80	0.23			0.000		0.0
							2.5%	80	0.23			0.000		0.0
							2.5%	0				0.000		0.0
							0.0%	0				0.000		0.0
<b>TOTAL</b>										<b>TOTAL</b>	<b>7.3</b>		<b>TOTAL</b>	<b>4.2</b>
													<b>% Reduction Required</b>	<b>NONE</b>

**Notes:**

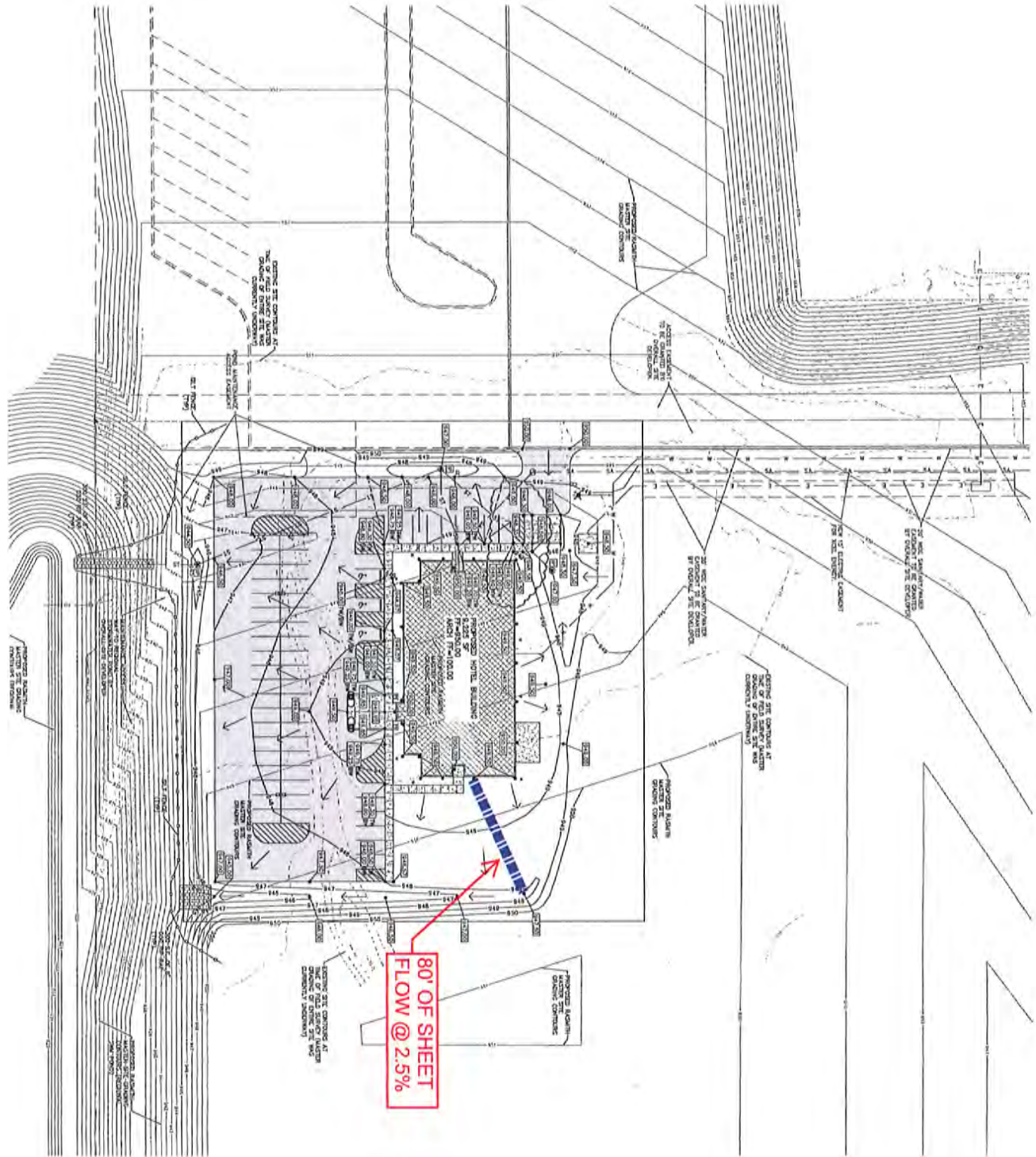
See Help Page for further descriptions of variables and items in drop-down boxes. The last land disturbing activity on each sheet must be 'End'. This is either 12 months from the start of construction or final stabilization. For periods of construction that exceed 12 months, please demonstrate that 5 tons/acre/year is not exceeded in any given 12 month period.

NOTE: THIS TOOL ONLY ADDRESSED SOIL EROSION DUE TO SHEET FLOW. MEASURES TO CONTROL CHANNEL EROSION MAY ALSO BE REQUIRED TO MEET SEDIMENT DISCHARGE REQUIREMENTS.

**Recommended Permanent Seeding Dates:**

4/15-6/1 and 8/1-8/21 Turf, introduced grasses and legumes  
 Thaw-6/30 Native Grasses, forbs, and legumes

Designed By:	
Date:	



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

**NOTES:**

1. HANDICAP STAIR AND ACCESS RAMP SHALL BE CONSTRUCTED IN ACCORDANCE WITH ADA REQUIREMENTS. ALL STAIRS SHALL NOT EXCEED A MAXIMUM CROSS SLOPE OF 1:48 AND RUNNING SLOPE OF 4:36 UNLESS OTHERWISE SPECIFIED.

**NET PROTECTION NOTE:**

CONTRACTOR SHALL PROVIDE TEMPORARY NET PROTECTION AT CONSTRUCTION ENTRANCE FOR PROPOSED WORK AREAS AS REQUIRED PER LOCAL CODE.

**STABILIZED CONSTRUCTION ENTRANCE NOTE:**

CONTRACTOR SHALL PROVIDE STABILIZED CONSTRUCTION ENTRANCE AT CONSTRUCTION ENTRANCE FOR PROPOSED WORK AREAS AS REQUIRED PER LOCAL CODE.

**CONCRETE WASHOUT NOTE:**

CONTRACTOR SHALL PROVIDE CONCRETE WASHOUT AS REQUIRED PER LOCAL CODE.



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NEW DEVELOPMENT FOR:  
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CHIPPEWA CROSSING BLVD. • CHIPPEWA FALLS, WISCONSIN

SHEET DATES	MAY 4, 2023
ISSUED	MAY 17, 2023
NO. 1	
NO. 2	
NO. 3	
NO. 4	
NO. 5	
NO. 6	
NO. 7	
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NO. 99	
NO. 100	

# Appendix E: Post Construction Operation and Maintenance Plan



The owner of the property affected shall inspect and maintain the following stormwater management systems frequently, especially after heavy rainfalls, but at least on an annual basis unless otherwise specified.

STORMWATER FACILITY	TYPE OF ACTION
1. Lawn and Landscaped Areas	All lawn areas shall be kept clear of any materials that block the flow of stormwater. Rills and small gullies shall immediately be filled and seeded or have sod placed in them. The lawn shall be kept mowed, tree seedlings shall be removed, and litter shall be removed from landscaped areas.
2. Swales	All grassed swales showing signs of erosion, scour, or channelization shall be repaired, reinforced, and revegetated immediately. All swales shall be repaired to the original plan requirements. Mowing shall take place no less than twice per year at a height of no less than three inches. Grasses shall not be allowed to grow to a height that permits branching or bending. Mowing shall only take place when the ground is dry and able to support machinery.
3. Rip Rap	All rip rap showing signs of erosion or scour shall be repaired, reinforced, and revegetated immediately. Rip rap should be kept clean of vegetation and sediment. All rip rap shall be repaired to the construction plan requirements.
4. Catch Basin/Curb Inlet Grates	The grate openings to these structures must be cleared of any clogging or the blocking of stormwater flow from getting into the stormwater conveyance system of any kind.
5. Record of Maintenance	The operation and maintenance plan shall remain onsite and be available for inspection when requested by WDNR. When requested, the owner shall make available for inspection all maintenance records to the department or agent for the life of the system.

Document Number

Document Name

PRIVATE UTILITY EASEMENT  
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

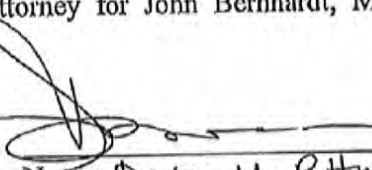
By:   
Deborah A. Bernhardt  
Power-of-Attorney for John L. Bernhardt, Manager

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 <sup>4th</sup> 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: 06/26/2024

GRANTEE SIGNATURE PAGE FOR PRIVATE UTILITY EASEMENT

GRANTEE:

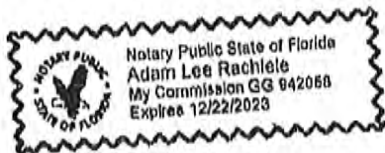
CHIP-WA HOTEL GROUP, LLC  
a Wisconsin limited liability company

By: Kim C. Wogernese  
Kim Wogernese, Managing Member

ACKNOWLEDGMENT

STATE OF WISCONSIN Fla. de  
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 Rachle  
Name: Adam Rachle  
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.

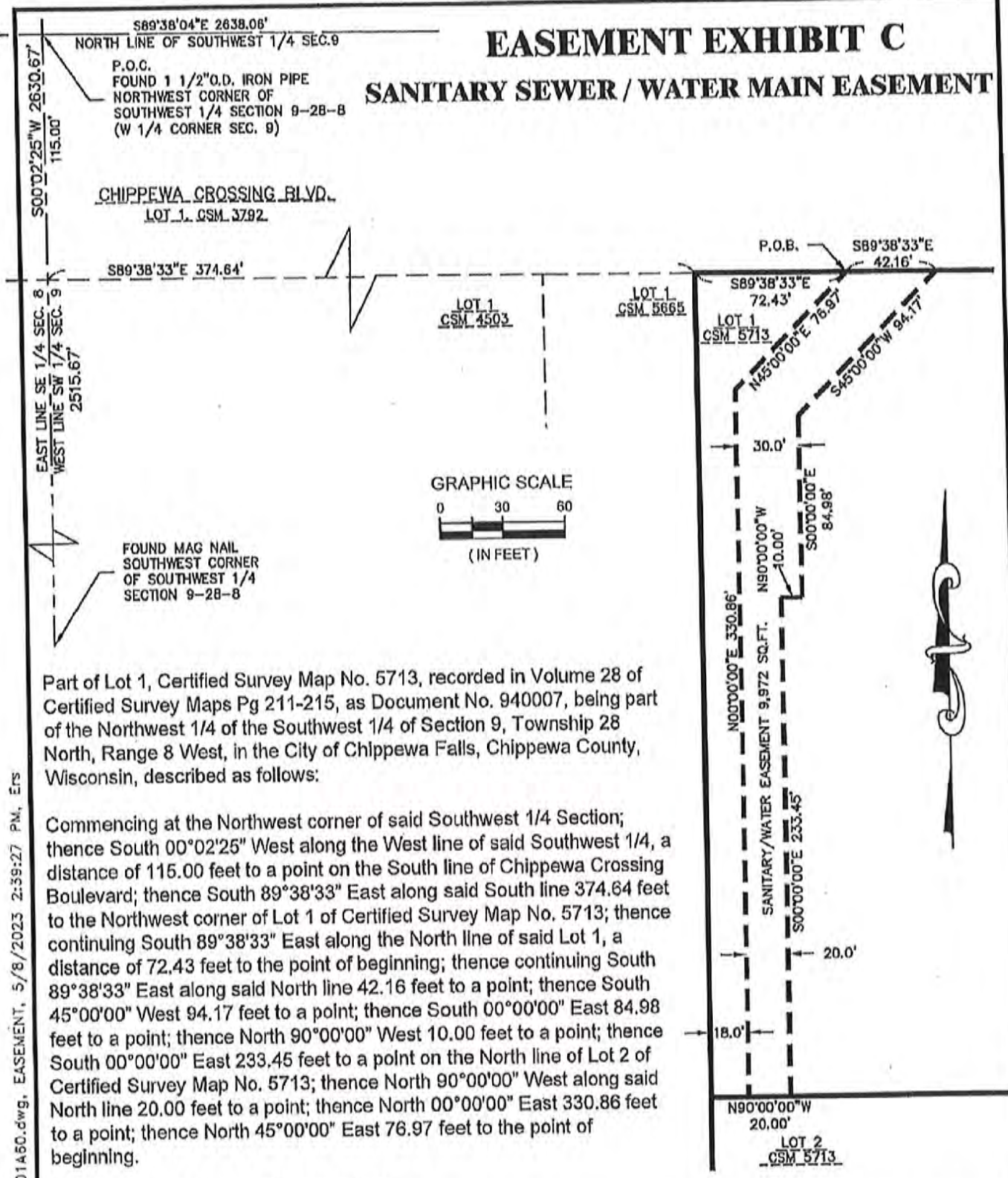
**EXHIBIT B**

**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

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**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 8<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. Michael

Name: GLENN MICHAELSEN

Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF WISCONSIN  
COUNTY OF WALWIS

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: 12/20/2024

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







937098  
Tx:4404329

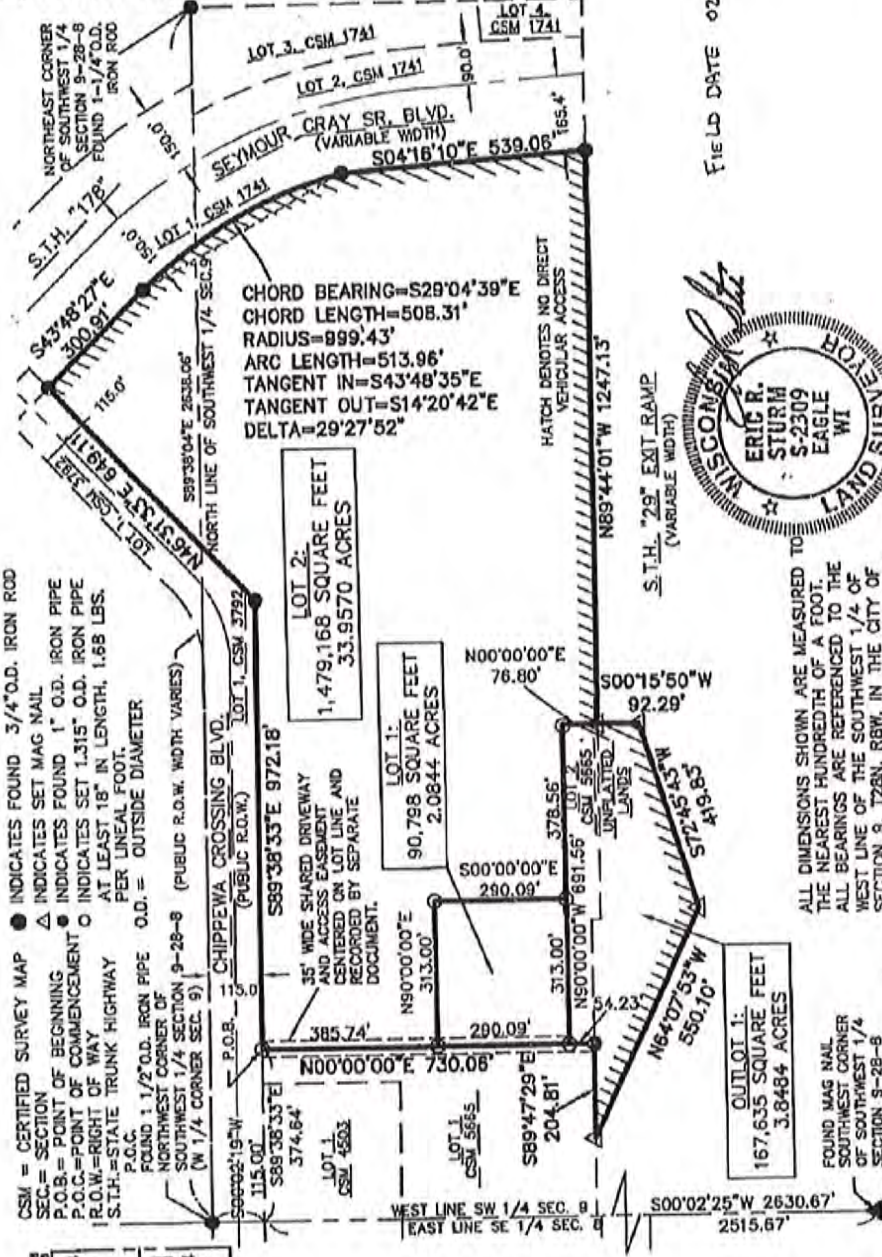
940007

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

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

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

A subdivision of Lot 2 of Certified Survey Map No. 5695, 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.



CHORD BEARING=S29°04'39"E  
CHORD LENGTH=508.31'  
RADIUS=899.43'  
ARC LENGTH=513.96'  
TANGENT IN=S43°48'35"E  
TANGENT OUT=S14°20'42"E  
DELTA=29°27'52"

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

LOT 1:  
90,798 SQUARE FEET  
2.0844 ACRES

OUTLOT 1:  
167,635 SQUARE FEET  
3.8484 ACRES

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.



desig. 23, 2, 22  
Revised March 23, 2023

CSM = CERTIFIED SURVEY MAP  
SEC. = SECTION  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R.O.W. = RIGHT OF WAY  
S.T.H. = STATE TRUNK HIGHWAY  
P.C. = POINT OF CURVATURE  
F.O.C. = POINT OF CURVATURE  
N.W. CORNER = NORTHWEST CORNER OF SECTION 9-28-8 (N 1/4 CORNER SEC. 9)  
P.O.B. = POINT OF BEGINNING  
P.O.C. = POINT OF COMMENCEMENT  
R.O.W. = RIGHT OF WAY  
S.T.H. = STATE TRUNK HIGHWAY  
P.C. = POINT OF CURVATURE  
F.O.C. = POINT OF CURVATURE  
N.W. CORNER = NORTHWEST CORNER OF SECTION 9-28-8 (N 1/4 CORNER SEC. 9)



SCALE 1" = 200'



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

**raSmith**  
16745 W. Algonquin Road  
Brookfield, WI 53005-5928  
(262) 781-1000  
erasmith.com  
Sheet 1 of 5 Sheets



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.

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 ERIC R. STURM (SEAL)  
REVISED ERIC R. STURM  
JANUARY 24, 2023 S-2309  
MARCH 10, 2023 EAGLE  
WI 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

March 21, 2023  
Date:

Bridget Givens  
Bridget Givens, City Clerk

March 21, 2023  
Date:

OWNER'S CERTIFICATE

SMW Chippewa Falls, LLC, TD Chippewa Falls, LLC, and WW Chippewa Falls, LLC, limited liability companies duly organized and existing under and by virtue of the laws of the State of 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 WW Chippewa Falls, LLC, does further certify that this map is required by S.236.10 or 236.12 to be submitted to the following for approval or objection: City of Chippewa Falls

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

SMW Chippewa Falls, LLC  
TD Chippewa Falls, LLC  
WW 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









## Steps for intake and screening for Hope Village

1. Applicants must meet for a face to face appointment at the CDC Resource Center
    - a. They complete an application
    - b. A criminal background check is printed and if necessary discussed.
      - i. Violent criminal behaviors
      - ii. Active drug or alcohol charges (3 year history)
      - iii. Apparent use by observation or past contact at the Resource Center
    - c. A request for police records made to Chippewa Falls Police Department
    - d. Consideration for suitability in the available units
    - e. Assessment of their suitability for the program
      - i. Mental capacity (Are they capable of living in a Tiny Home? would they be safe? Will that type of housing meet their needs.)
      - ii. Mental health
      - iii. Medical needs
      - iv. Employment needs
      - v. Transportation needs
      - vi. Are they compatible with the guest in the adjacent house?
  2. Appropriate for Hope Village
    - a. Contact made with Milke Cohoon, President of Hope Village to notify a guest is ready and to agree on the unit assignment.
    - b. Contact made with the life coaches who will meet the guest at the Tiny House for introductions and move in procedures.
    - c. Navigator completes the paperwork for admission with the guest.
      - i. Client Data Sheet
        1. Contact information
        2. Income sources
        3. Other resources (family, friends, professionals, children, service agencies)
      - ii. Participation Agreement
  3. A meeting to develop the Stable Housing Plan (SHP) is scheduled within 48 hours at the Tiny House (guest, Navigator, Life Coaches)
  4. Second Meeting to review the SHP make amendments as needed. Life Coaches are included
  5. Network friends are introduced and provide support for transportation, housing search, rides for showers, social activities.
- Navigator has contact with the guest weekly to review and update the SHP
  - Life Coaches make at least five contacts each week sometimes more. At least two are face-to-face and three or more are by phone call, text or email.
  - Navigator extends participation one week at a time pending cooperation and progress with SHP and compliance with the Tiny House rules.



Date \_\_\_\_\_

This agreement is between Hope Village-Tiny Housing Alternatives (here after known as "HOPE Village") and \_\_\_\_\_ (Hereafter known as "the Guest").  
First Name, Middle Initial and Last Name

The Guest understands Tiny Houses is Temporary Housing - the duration of the stay is 7 days or less, (with additional seven day stays available upon approval) as outlined in this agreement as follows:

This agreement contain the expectations that the Guest(s) will need to agree to and follow to stay in a Hope Village Tiny House:

1. The Guest must follow the Stable Housing Plan developed with the Hope Village Navigator.
2. The Guest must maintain daily contact with the Hope Village Navigator while being sheltered.
- 3.
4. The Guest will keep the tiny house clean a presentable.
5. The Guest will empty the porta-potty daily. The porta-potty is meant for emergency use only. The Porta-potty can be emptied in the bathroom of the church hosting the Tiny House. Hope staff will show you how to empty and maintain the porta-potty.

There is a zero tolerance policy for any of the four following issues causing your immediate removal:

- No illegal activities may take place on the property.
  - Alcohol is not permitted on the property.
  - Illegal Drugs are not allowed on the property.
  - No guns or other weapons are allowed on the property.
6. The Guest will disclose any police record that they may have. Anyone with an open warrant will need to clear it up before being allowed access to a Hope Village house. The local Police Department will be notified of your occupancy,
  7. The Guest will notify Hope Village of any police contact within 6 hours of said contact.

Additional rules include:

- \* No other persons/outside guests allowed in the shelter.
- \* Cars must be parked in parking lots and not on the lawns.
- \* Smoking is not allowed in the house.
- \* No open flames are allowed in the house, this include candles.

\*\*Hope Village reserves the Hope Village reserves the right to enter the unit without notice if there is an immediate or emergency concern for the well-being of the steward or for concerns for the condition of the property. Hope Village also reserves the right to inspect the unit for general issues while attending meetings with guests or with a one hour notice.

\*\* Turn off the air conditioning when you are gone - the unit is small and takes little power to cool. *This saves the host churches money on the power bill they pay for you.*

- \* All possessions need to be kept inside the house.
- \* The Guest will lock the door whenever they leave the premises.

You are assigned to Tiny House # \_\_, which is located at: \_\_\_\_\_

Your HOPE Village Navigator is: \_\_\_\_\_ Your Life Coach is: \_\_\_\_\_

Contact Information for Navigator is: \_\_\_\_\_ Coach: \_\_\_\_\_

The Guest understands they must follow the rules of this agreement in order to stay in the Tiny House.

Guest \_\_\_\_\_ Hope Village \_\_\_\_\_

Date \_\_\_\_\_

Agreement duration from \_\_\_\_\_ to \_\_\_\_\_

**IN CASE OF THREATENING WEATHER;** If you hear the storm sirens, or a severe storm approaches, vacate the tiny house and move immediately to the alternate site and remain there until the bad weather passes.

**Referral to Hope Village - Tiny Housing Alternatives  
Tiny House Shelter**

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

Referring Agency: \_\_\_\_\_ By: \_\_\_\_\_

**I certify the person I am referring to Hope Village is experiencing homelessness.  
I am referring the following person to Hope Village - Tiny Housing for Shelter:**

Client Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Contact Information: \_\_\_\_\_  
Cell/email/message number

Date of your Service Intake: \_\_\_\_\_, Services you have provided to date:

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

This person has been homeless since: \_\_\_\_\_, Their last permanent address was: \_\_\_\_\_

How long had they resided there: \_\_\_\_\_

Reasons/Cause for Homelessness: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Income? Yes/No Source: \_\_\_\_\_ Amount: \_\_\_\_\_  
Employment/U.C./Disability Per Month/Hour/Week

Type of Disability: \_\_\_\_\_

Additional Information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**HOPE VILLAGE - TINY HOUSING ALTERNATIVES**  
**Authorization for Release of Information**

Client Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I hereby request and authorize: Hope Village - Tiny Housing Alternatives, Inc.  
Att: \_\_\_\_\_ c/o Landmark Christian Church  
4040 126th Street Chippewa Falls, WI 54729

\_\_\_\_\_ To Release To: \_\_\_\_\_ To Obtain From: \_\_\_\_\_ To Exchange With: \_\_\_\_\_

Agency: _____
Attention/Worker: _____
Address: _____
City, State, Zip Code: _____
Phone Number/Ext.: _____ FAX: _____

The following information from my records:

- \_\_\_\_\_ Verbal Information      \_\_\_\_\_ Social Work Reports      \_\_\_\_\_ Housing Services
- \_\_\_\_\_ Psychological Test/Evaluation      \_\_\_\_\_ Medical/Health Records      \_\_\_\_\_ Agency Reports
- \_\_\_\_\_ Vocational Records/Reports      \_\_\_\_\_ Financial Records/Accounts      \_\_\_\_\_ Other \_\_\_\_\_

*In compliance with Wisconsin Statutes, which require special permission to release otherwise privileged information, please release treatment records pertaining to:*

\_\_\_\_\_ Mental Health      \_\_\_\_\_ Alcohol Abuse      \_\_\_\_\_ Drug Abuse

\_\_\_\_\_ Developmental Disabilities      \_\_\_\_\_ Other: \_\_\_\_\_

The Purpose of Such Disclosure Is:

- \_\_\_\_\_ Verify or Determine Eligibility for Services      \_\_\_\_\_ Provide Shelter/Case Management
- \_\_\_\_\_ Other: \_\_\_\_\_

*I hereby release Hope Village - Tiny Housing Alternatives, Inc. from all legal responsibility or liability that may arise from this act. I also understand that a copy of this release will be considered as valid as the original. I understand that I have a right to inspect and receive a copy of the information to be released and a copy of this release form. I further understand that I may revoke this authorization, in writing at any time. Unless revoked, this authorization will remain in effect for one year unless otherwise specified below.*

Authorization expires as of \_\_\_\_\_ (date)

This information has been disclosed to you from records whose confidentiality is protected by Federal Regulations (42CFR part 2) and section 51.30 Wisconsin Statute, which prohibits you from making any further disclosure without the specific consent of the person to whom this pertains.

Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed by: \_\_\_\_\_ Date: \_\_\_\_\_

## HOPE Village - Tiny Housing Alternatives

### Eligibility for Tiny House Shelter

Hope Village Tiny Housing Alternatives specifically serves persons or families who are experiencing homelessness. Hope Village tiny housing is for shelter.

HOPE Village accepts referrals for tiny housing shelter via the CDC Outreach Office in Chippewa Falls (which acts as a central contact point for persons needing shelter, as well as provides a limited number of motel vouchers for shelter).

- 1- Tiny Housing Shelter is a program serving Chippewa County residents. Persons referred for tiny housing shelter must be residents of Chippewa County for at least 60 days, or have ties to the community (such as having family here or be returning to live here as a result of the homeless event), or already be working a legitimate job within the county that can be verified.
- 2- Persons referred must be experiencing homelessness- lacking a fixed, regular, nighttime residence.
3. Persons referred will complete an application, meet for an application interview and assessment, and provide proof of identification.
4. All persons applying for tiny housing shelter will undergo a background check for the safety of Hope Village volunteers, and the community hosting the tiny house.
5. Persons applying for tiny housing shelter must demonstrate the following:
  - a. a willingness to maintain and care for the tiny housing unit.
  - b. demonstrate a willingness to actively work toward achieving stable housing- such as meeting with Service Navigators, completing employment search or employment workshops, and budget planning.
  - c. Applicants will be asked to participate in our "Pay It Forward" Model- to be a participant in tiny housing development in whatever capacity they are able, such as: mentoring another, or helping to build or paint a tiny house, volunteering at a fundraiser, or folding brochures, etc. Hope Village believes it is empowering to be an active partner, to be part of the process.
6. Tiny housing shelter may be declined based on criminal history or pending criminal related legal issues or activities. Tiny housing may be declined if the applicant does not demonstrate a willingness to move toward stable housing.

Existing Attachment for PD CUP 2021-01 and SUP Ordinance 2021-01

7. Persons approved for tiny housing will sign an Initial shelter contract for seven days. Additional contracts will be signed if the guest demonstrates follow through on their stable housing plan, and is working toward achieving their goals.

8. If a person is not approved for tiny housing, the Coordinator will make referrals to other community resources and shelter services.

Existing Attachment for PD CUP 2021-01 and SUP Ordinance 2021-01

Date \_\_\_\_\_ Contact/cell # \_\_\_\_\_

Email/Other media contact: \_\_\_\_\_

Name \_\_\_\_\_  
Last Name First Middle Initial

DOB: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Other Members of your household:

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Name: \_\_\_\_\_ Age: \_\_\_\_\_ Relationship: \_\_\_\_\_

Last Address \_\_\_\_\_

How long did you live there: \_\_\_\_\_

Do you have a Driver's License? \_\_\_\_\_

Do you own a vehicle? Type & License Number: \_\_\_\_\_

How Long have you been without housing: \_\_\_\_\_

What happened that you lost your housing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Have you experienced homelessness before this? for how long? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any special health care needs: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any current criminal issues/charges pending? circle YES / NO

List: \_\_\_\_\_

Have you ever been convicted of a crime/When/What? \_\_\_\_\_  
\_\_\_\_\_

Are you a veteran? \_\_\_\_\_ Receive VA Benefits? Yes/NO Amount \_\_\_\_\_

When did you serve: \_\_\_\_\_

Are you currently working with a VA Rep/Counselor: \_\_\_\_\_

VA Contact/Location: \_\_\_\_\_  
\_\_\_\_\_



What do you feel are your greatest barriers to securing or keeping housing? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you Disabled: YES / NO Disability: \_\_\_\_\_

Are You receiving any type of Disability Benefits: Yes/No Amount: \_\_\_\_\_

Type of Disability: \_\_\_\_\_

Treatment Plan: \_\_\_\_\_  
\_\_\_\_\_

Do you have any other type of Income: Source: \_\_\_\_\_

Amount: \_\_\_\_\_ Per Week/BI-weekly/Month: \_\_\_\_\_

Are you Employed? YES / NO What Is your Occupation: \_\_\_\_\_

Name of Employer: \_\_\_\_\_

How long have you worked there? \_\_\_\_\_

How long have you been unemployed: \_\_\_\_\_

What type of work are you looking for: \_\_\_\_\_

Are you working with employment agencies or programs: \_\_\_\_\_

Is there anything else you would like us to know? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Emergency Contact Person:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Relationship: \_\_\_\_\_

The Information I/We have provided on this application is true and correct to the best of my/our knowledge.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

~~PICTURE REQUIRED FOR COPY, BACKGROUND CHECK PRIOR TO APPROVAL AND COPY~~

Statistical Information:

Male / Female

\_\_\_ Single Parent M / F

\_\_\_ Vet

\_\_\_ Disabled

\_\_\_ Senior 62 or +

\_\_\_ Household w/ Children

\_\_\_ Homeless due to D/V

Gross Month Income \_\_\_\_\_

\_\_\_ Two-Parent Household

\_\_\_ Adult Couple w/o kids

\_\_\_ Teen Parent (under 21)

Ethnicity: \_\_\_\_\_



### Hope Village- Stable Living Plan

Name \_\_\_\_\_ Week Of \_\_\_\_\_

**Goal:**

1. Find and secure employment/source of income
2. Find and secure stable housing
3. Identify and address any major health concerns
4. \_\_\_\_\_
5. \_\_\_\_\_

**Strengths:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Potential barriers to meeting goals:**

1. \_\_\_\_\_
2. \_\_\_\_\_

**Action Steps needed overcome barriers and achieve goals:**

Action Step	By Whom	Date Complete
_____	_____	_____
_____	_____	_____
_____	_____	_____

What can I do if I get stuck?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

What are we hoping to accomplish by next week?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Participate Name/ Signature      Date

\_\_\_\_\_  
Navigator Signature      Date

\*By following this plan your stay with Hope Village will be extended another week.\*

**HOPE VILLAGE - TINY HOUSING ALTERNATIVES**  
**Policy Statement on Confidential Information**

When a person receives services from HOPE Village - Tiny Housing Alternative, Inc. we assume the obligation to protect the confidentiality of that person's affairs, whether we are on volunteer duty or off.

Volunteers, including the Navigator, Life Coaches, and Network Friends, shall refrain from discussing Hope Village guests or releasing information.

Volunteers shall exercise the same respect of privacy and confidentiality toward fellow volunteers who perform services.

Unauthorized release of information will be cause for ending your volunteer work with Hope Village.

1. A "Release of Information" informed consent form must be signed by the guest prior to revealing information about the guest to any individual or agency outside of Hope Village Leadership or staff.
2. The only exceptions which would allow contact with an agency or individual without prior written consent are the following:
3.
  - Mandatory reporting of suspected child abuse or neglect.
  - Cases where life-threatening situations are present.
3. The Board Chair, Mike Cohoon, and the Navigator will be immediately notified of these events.
4. Guest records must be maintained in a secure manner to protect privacy, as designated by Hope Village leadership.

I have read and understand Hope Village's Policy Statement on Confidential Information.

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date



<b>Title</b>	<b>Hope Village Sheltering Program Exclusion Criteria</b>
<b>Document #</b>	HVTHA 3
<b>Function</b>	This Policy and Procedure will be used to assess all individuals applying for shelter and participation in the Hope Village-Tiny Housing Alternatives Inc sheltering program.
<b>Release Date</b>	TBD
<b>Audit Date</b>	

**Overview:**

This Intake Policy and Procedure ensures the safety of our sheltered guests, Hope Village (HV) community and our community partners.

**Important:**

- All “Intake” forms for potential Hope Village guests will be saved for 7 years.
- Hope Village Policies and Procedures are reviewed annually. This policy can be updated by the Hope Village Board of Directors (BOD) at anytime..
- This Policy and Procedure will be used by the Navigator, HV Staff, HV Volunteers or other individuals who feel unsafe or at risk to request a decision from the Hope Village Vetting Committee regarding participation in the Hope Village sheltering program.
- To minimize risk and liability, the Hope Village Navigator may defer to the Hope Village Vetting Committee for a final decision regarding a potential guest Hope Village sheltering program participation.

**Process: Program Exclusion Criteria Include:**

1. Once the “Initial Intake” is completed, the Navigator will exclude all persons with convictions related to the following:
  - a. Aggravated assault that results in serious bodily injury
  - b. Armed robbery
  - c. Arson of an occupied structure
  - d. Crimes against children as outline in Chapter 948 (see REFERENCE Section. )
  - e. Drug / alcohol related convictions
    - i. No drug/alcohol offenses in the past 365 days.
    - ii. Greater than *one* OWI
    - iii. An OWI with a child in the vehicle
    - iv. Not currently engaged in drug/alcohol related abuse
  - f. Identity theft
  - g. Domestic Violence: immediate or on-going need for protection.
  - h. Intimidation and coercion
  - i. Kidnapping
  - j. Manslaughter
  - k. Murder
    - l. Sexual assault or listed on a Sexual Offender Registry in any state.
2. The following list of charges will lead to further discussion with Navigator and/or Hope Village Vetting Committee about placement:
  - a. Bad checks
  - b. Bail jumping
  - c. Domestic disturbance
  - d. Obstruction of Justice
  - e. Retail theft



**DEFINITIONS:**

Hope Village Vetting Committee: includes three members: two Individuals with “sheltering experience (BSW or MSW or 5 years working with the unsheltered population) and a member (1) of the Hope Village Executive Board of Directors.

Conviction(as defined by the DOJ): <https://docs.legis.wisconsin.gov/statutes/statutes/972/13>

Charge(as defined by the DOJ): <https://docs.legis.wisconsin.gov/statutes/statutes/968/075>

Chapter 948: <https://docs.legis.wisconsin.gov/statutes/statutes/948/40>

Domestic violence and Domestic disturbance: <https://docs.legis.wisconsin.gov/statutes/statutes/968/075>

**References**

Chapter 948 link

**Revision History**

Date Revised	Section Name	Revision	Content Owner



Date \_\_\_\_\_

This agreement is between Hope Village-Tiny Housing Alternatives (here after known as "HOPE Village") and \_\_\_\_\_ (Hereafter known as "the Guest") .  
First Name, Middle Initial and Last Name

The Guest understands Tiny Houses is Temporary Housing - the duration of the stay is 7 days or less, (with additional seven day stays available upon approval) as outlined in this agreement as follows:

This agreement contain the expectations that the Guest(s) will need to agree to and follow to stay in a Hope Village Tiny House:

1. The Guests understand that forward motion to a better life is mandatory. Hope Village is not a place to "just stay for a while". It is the first step towards stable living... but only IF YOU DO THE WORK!
2. The Guest must follow the Stable Housing Plan developed with the Hope Village Navigator.
3. The Guest must maintain weekly contact with the Hope Village Navigator while being sheltered.
4. The Guest must maintain DAILY contact with their mentors.
5. The Guest will keep the tiny house clean and presentable. there will be weekly check ins.
6. Guest must follow the Good Neighbor Policy as outlined. It is your responsibility to clean the community center as well as the grounds.

There is a zero tolerance policy for any of the four following issues causing your immediate removal:

- No illegal activities may take place on the property.
- Alcohol is not permitted on the property.
- Illegal Drugs are not allowed on the property.
- No guns or other weapons are allowed on the property.

8. The Guest will disclose any police record that they may have. Anyone with an open warrant will need to clear it up before being allowed access to a Hope Village house. The local Police Department will be notified of your occupancy.

9. The Guest will notify Hope Village of any police contact within 6 hours of said contact.

Additional rules include:

\* No other persons/outside guests allowed in the shelter.



- \* Cars must be parked in parking lots and not on the lawns.
- \* Smoking is not allowed in the house.
- \* No open flames are allowed in the house, this include candles.

\*\*Hope Village reserves right to enter the unit without notice if there is an immediate or emergency concern for the well-being of the guest or for concerns for the condition of the property. Hope Village also reserves the right to inspect the unit for general issues while attending meetings with guests or with a one hour notice. .

\*\* **Turn off the air conditioning when you are gone** - the unit is small and takes little power to cool. This saves money on the power bill that is being paid for you.

\* All possessions need to be kept inside the house.

\* The Guest will lock the door whenever they leave the premises.

You are assigned to Tiny House # \_\_\_\_, which is located at: 1825 Kennedy Road Chippewa Falls, WI 54729

Your HOPE Village Navigator is: \_\_\_\_\_ Your Mentors are: \_\_\_\_\_

Contact Information for Navigator is: \_\_\_\_\_ Mentors: \_\_\_\_\_

The Guest understands they must follow the rules of this agreement in order to stay in the Tiny House.

Guest \_\_\_\_\_ Hope Village \_\_\_\_\_

Date \_\_\_\_\_

Agreement duration from \_\_\_\_\_ to \_\_\_\_\_

**IN CASE OF THREATENING WEATHER;** If you hear the storm sirens, or a severe storm approaches, vacate the tiny house and move immediately to the basement of the community center. If after hours, the side door will be triggered to unlock and give access. Please remain there until the inclimate weather passes.



### Volunteer Information

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
*Last First M.I.*

Address: \_\_\_\_\_  
*Street Address Apartment/Unit #*

\_\_\_\_\_

*City State ZIP Code*

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

Email: \_\_\_\_\_

### Volunteer Interests

Volunteers can contribute ~~to~~ *in* many different areas. Training is provided and we work to meet *the* needs of our guests ~~alongside~~ *while matching* the interest and skills of our volunteers. Please select all that apply to your interests, and we will connect with you for questions / info.

- Cleaning and stocking tiny homes – We ensure each tiny home is clean prior to new guests moving in.
- Community center staffing – Staffing allows our guests to use showers, kitchen, laundry facilities.
- Finance – Financial oversight for the organization.
- Fundraising – Identify and implement various fundraising opportunities.
- Grant writing – Generates financial support for our operations.
- Guest support – Mentor our guests.
- Housing search – Assist in locating reasonably priced rentals for guests.
- Promotion and outreach – Build, maintain, and promote the Hope Village brand.
- Sales organization – Assist our resale group in organization activities.
- Property management – Maintain our tiny homes and community center.
- Volunteer organization – Recruit new volunteers and assist in records organization.

### Volunteer Availability

Please select your best availability.

- |                                                               |                                     |
|---------------------------------------------------------------|-------------------------------------|
| <input type="checkbox"/> Occasionally for events.             | <input type="checkbox"/> Mornings   |
| <input type="checkbox"/> Any weekday                          | <input type="checkbox"/> Afternoons |
| <input type="checkbox"/> Weekends                             | <input type="checkbox"/> Evenings   |
| <input type="checkbox"/> Only on these days: M Tu W Th F S Su | <input type="checkbox"/> Any time   |



## HOPE VILLAGE GOOD NEIGHBOR POLICY MANUAL

Revised 5.23.23 MSC

Welcome, guests, to Hope Village- Tiny Housing Alternatives! Hope Village is a new and unique program in the Chippewa Valley. Because we are new, the eyes of the community, our community donors and state/federal funders will be watching. We want them all to see what a great asset Hope village is to Chippewa Falls, and how successful you can be in achieving your goals. How we conduct ourselves, reflects upon Hope Village, and impacts each other and our community. New Programs also means we will be learning together; your input and feedback will be important to us. In turn, you may expect changes to our policies or operations, as we become the best version of Hope Village!

### **Non-Discrimination Policy**

Hope Village complies with applicable Federal civil rights laws and **does not discriminate on the basis of race, color, national origin, age, disability, or sex**. Hope Village does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### **Firearms and Other Weapons**

Firearms and other Weapons are prohibited on the property of Hope Village. Residents are not allowed to carry firearms or other weapons on the grounds, nor store firearms or other weapons in their housing unit.

### **Maintaining a Drug Free and Alcohol Free Environment**

Hope Village maintains a drug-free and alcohol-free environment for the safety of all residents and staff. It is against Hope Village rules for any resident to possess or store alcohol or drugs in your tiny house units, nor on the grounds of Hope Village.

### **Hours of Operation**

The Community Center at Hope Village is open from 6:30am to 10:30pm as volunteers are available. Staff or volunteers will be present while the Community Center is open. One bathroom will be accessible to residents after the Community Center is locked. This bathroom is for residents only.

### **Maintaining a Positive and Respectful Hope Village**

Hope Village strives for a happy and positive environment. Residents, staff and volunteers will treat each other with respect and dignity, and respect the privacy of each resident. All persons will refrain from using disrespectful language. We will LISTEN to each other. Residents shall not give out the names nor share information of their tiny house neighbors. Staff and volunteers will protect the privacy of residents. We want to support you in your journey to permanent housing, while making your stay at Hope Village as safe and positive experience. Let's be good to ourselves and to each other.

### **Smoking/Vaping Policy**

There is no Smoking/Vaping/E-Cigarette smoking allowed in Hope Village buildings, including your tiny housing unit. Smoking outside your tiny house is allowed, provided you safely extinguish cigarettes in the proper containers provided, and butt/materials are picked up for a clean and safe smoking area.

## **Pets**

No pets are allowed at Hope Village, we do not have the capacity.

## **Parents with Children – Supervising your Children**

Parents cannot leave their children unattended and must supervise their children at all times. Hope Village does not, under any circumstances, provide childcare. Other residents are not allowed to watch your children while a parent works, sleeps or runs errands. Safe, appropriate childcare can be arranged with the help of your navigator, prior to starting a job.

Children are not allowed to enter other resident's tiny house units.

## **Storage of Resident's Personal Items**

Each resident must keep all possessions within the footprint of their tiny housing area. This area shall be kept clean and orderly. A designated storage area for each resident is provided in the basement of the Community Center. Residents can access the basement with the Director's permission. A volunteer or staff member will accompany the resident while in the basement. Children's items can be kept neatly tucked under the tiny house on the cement slab that the house is sitting on.

## **Parking and your vehicle**

Each resident has a parking space. All vehicles must be in running order, no broken down or leaking vehicles are allowed at Hope Village. If your vehicle needs work or an oil change, it cannot be done on the grounds of Hope Village, but taken to a garage. All vehicles must be registered.

## **Access to Community Center, Kitchen, Bathrooms, Laundry**

Each Resident will be given a KEY FOB to access the outside bathroom after hours; when the Community Center is closed. The Community room, Kitchen, Laundry Rooms and other Bathrooms will be open and available from 6:30am to 10:30pm or as volunteers are available.

When using the kitchen, residents may bring in food to prepare using the stove, microwave or fridge. There is a freezer available as well. Each resident is responsible for cleaning up after they use the kitchen, before leaving the area. Wash, dry and put away your dishes, silverware, pots and pans. Wipe down the counters, stove, or microwave used. Sweep up any food, debris on the floor. Wash out the sink and spray sanitizer. Lets make this area as nice as you found it!

The key to a successful community kitchen and dining/living room use, is communication and working together. There are times when your neighbors may be using the kitchen or watching tv, or sitting at the desk/computer when you want to. Be courteous and willing to compromise. Work together to find a solution and be thoughtful of your neighbor's needs, too.

There are two washers and two dryers. Be sure to clean up after you are done; empty lint catch, pick up your area. If there is any debris in the washer or dryer after use, be sure to wipe them out.

In the event your KEY CARD does not work, you can call Mike, the Director at 715-210-5405

## **Building Security and Visitor Policy**

For the safety of our residents, staff and volunteers, no other persons are allowed in your tiny house unit, including other Hope Village residents. No other persons are allowed in the bathroom after hours, except Hope Village residents.

Visitors can meet with residents in the community center.

Residents can access the Community Center with their key card from 6:30am to 10:30pm. A staff member can activate your card to gain entrance during those hours.

## **In the Event of Bad Weather/Disaster**

In the event of dangerous weather/weather sirens. Residents will be able to access the door to the basement, where they can be safe from storms. A staff member can remotely activate a KEY CARD for access to the basement door.

Residents will move to the provided space in the basement, by the West Wall. A Clear Tote containing flashlights, a weather radio, water, a first aid kit and some blankets will be available. Residents will remain in the storm shelter until the storm has safely passed. A staff member or volunteer will communicate with a designated resident.

## **Housekeeping in the Community Center**

Each Guest will be assigned cleaning chores of the Community Center. The Director will draw names for chores to be completed each DAY/WEEK? Areas to be cleaned include the following:

Interior:

- Each of the four Bathrooms which include three shower areas: Sweep and mop floors, scrub shower and sanitize, clean toilet, clean and sanitize sink, empty garbage, sanitize doorknobs & handles.
- The Kitchen: Sweep and mop floor, wipe down and sanitize counters, wipe out the microwave, clean stove top, clean and sanitize sinks, wipe down fridge, clean inside fridge by throwing away food/food containers that are older than three days, wipe off shelves if there is food spilled or odors in fridge, empty garbage and recycling, sanitize doorknobs & handles.
- The Community and Dining Room: Sweep and mop floors, Clean tables, chairs, desk and coffee table, vacuum furniture, empty garbage and recycling, sanitize doorknobs & handles.
- Laundry Room: Sweep and mop floors, wipe machine down, empty garbage, sanitize doorknobs & handles.
- Utility Room: Sweep and mop floor, clean sink and sanitize, sanitize doorknobs & handles.
- Conference Room: Vacuum Carpet, wipe down table and chairs, empty the garbage, sanitize doorknobs & handles.
- Windows: Clean windows in the Community Room, the Conference Room and the Laundry Room.

Exterior:

- Mowing the Lawn: You may be asked to mow part or all of the lawn area (to be determined) and use a weed eater.
- Snow Removal: Shovel snow from your portion of the sidewalk which is the section from your porch to the sidewalk in front of your tiny house.
- Snow Removal: Shovel the sidewalk between the community center and the parking lot.

**Issues with a Hope Village Neighbor:**

If an issue arises between you and another Hope Village guest please try to resolve it between the two parties. If a resolution can't be reached set up a time with Mike or Jenn to discuss the situation. Please only call the authorities if a serious or dangerous situation warrants it. It is important that we work together to resolve any issues that arise between our guests.

Sign \_\_\_\_\_ Date \_\_\_\_\_

Sign \_\_\_\_\_ Date \_\_\_\_\_





## Initial Intake Assessment

### Personal Information

Full Name \_\_\_\_\_ DOB: \_\_\_\_\_  
Last First M.I.

Street Address \_\_\_\_\_ Apartment/Unit # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

### Personal History

*Please list all names and addresses used in the past 5 years.*

Full Name: \_\_\_\_\_ Date Used: \_\_\_\_\_

Full Name: \_\_\_\_\_ Date Used: \_\_\_\_\_

Address: \_\_\_\_\_ Date Used: \_\_\_\_\_

Address: \_\_\_\_\_ Date Used: \_\_\_\_\_

### Employment Status

*Please list your most recent positions as well as any special skill sets you possess.*

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ to: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ to: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_

Company: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Job Title: \_\_\_\_\_ Starting Salary: \$ \_\_\_\_\_ Ending Salary: \$ \_\_\_\_\_

Responsibilities: \_\_\_\_\_

From: \_\_\_\_\_ to: \_\_\_\_\_ Reason for Leaving: \_\_\_\_\_  
Special knowledge or skills sets you have: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Military Service**

Branch: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_  
Rank at Discharge: \_\_\_\_\_ Type of Discharge: \_\_\_\_\_  
If other than honorable, explain: \_\_\_\_\_

**Family Demographics**

*Please list the names and ages of all individuals who will reside in the tiny home.*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Criminal History**

*Please list all criminal charges, misdemeanor charges, or warrants in the past 5 years for anyone residing in the tiny home*  
Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Charge: \_\_\_\_\_ Date: \_\_\_\_\_  
Charge: \_\_\_\_\_ Date: \_\_\_\_\_

**Health History**

*Please list all health or mobility concerns. Do you have a pet, ESA, or service animal?*  
\_\_\_\_\_

**Current Situation**

*Please describe your current situation. What led to you seeking shelter? How long have you been homeless? Where have you been staying/sleeping?*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Disclaimer and Signature**

I certify that my answers are true and complete to the best of my knowledge.  
I certify that I am ready and able to commit to the Hope Village program.  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Navigator/ Director Notes:*



<b>Title</b>	<b>Hope Village Sheltering Program Exclusion Criteria</b>
Document #	HVTHA 3
Function	This Policy and Procedure will be used to assess all individuals applying for shelter and participation in the Hope Village-Tiny Housing Alternatives Inc sheltering program.
Release Date	TBD
Audit Date	

**Overview:**

This Intake Policy and Procedure ensures the safety of our sheltered guests, Hope Village (HV) community and our community partners.

**Important:**

- All “Intake” forms for potential Hope Village guests will be saved for 7 years.
- Hope Village Policies and Procedures are reviewed annually. This policy can be updated by the Hope Village Board of Directors (BOD) at anytime..
- This Policy and Procedure will be used by the Navigator, HV Staff, HV Volunteers or other individuals who feel unsafe or at risk to request a decision from the Hope Village Vetting Committee regarding participation in the Hope Village sheltering program.
- To minimize risk and liability, the Hope Village Navigator may defer to the Hope Village Vetting Committee for a final decision regarding a potential guest Hope Village sheltering program participation.

**Process: Program Exclusion Criteria Include:**

1. Once the “Initial Intake” is completed, the Navigator will exclude all persons with convictions related to the following:
  - a. Aggravated assault that results in serious bodily injury
  - b. Armed robbery
  - c. Arson of an occupied structure
  - d. Crimes against children as outline in Chapter 948 (see REFERENCE Section. )
  - e. Drug / alcohol related convictions
    - i. No drug/alcohol offenses in the past 365 days.
    - ii. Greater than *one* OWI
    - iii. An OWI with a child in the vehicle
    - iv. Not currently engaged in drug/alcohol related abuse
  - f. Identity theft
  - g. Domestic Violence: immediate or on-going need for protection.
  - h. Intimidation and coercion
  - i. Kidnapping
  - j. Manslaughter
  - k. Murder
    - l. Sexual assault or listed on a Sexual Offender Registry in any state.
2. The following list of charges will lead to further discussion with Navigator and/or Hope Village Vetting Committee about placement:
  - a. Bad checks
  - b. Bail jumping
  - c. Domestic disturbance
  - d. Obstruction of Justice
  - e. Retail theft



**DEFINITIONS:**

Hope Village Vetting Committee: includes three members: two Individuals with “sheltering experience (BSW or MSW or 5 years working with the unsheltered population) and a member (1) of the Hope Village Executive Board of Directors.

Conviction(as defined by the DOJ): <https://docs.legis.wisconsin.gov/statutes/statutes/972/13>

Charge(as defined by the DOJ): <https://docs.legis.wisconsin.gov/statutes/statutes/968/075>

Chapter 948: <https://docs.legis.wisconsin.gov/statutes/statutes/948/40>

Domestic violence and Domestic disturbance: <https://docs.legis.wisconsin.gov/statutes/statutes/968/075>

**References**

Chapter 948 link

**Revision History**

Date Revised	Section Name	Revision	Content Owner



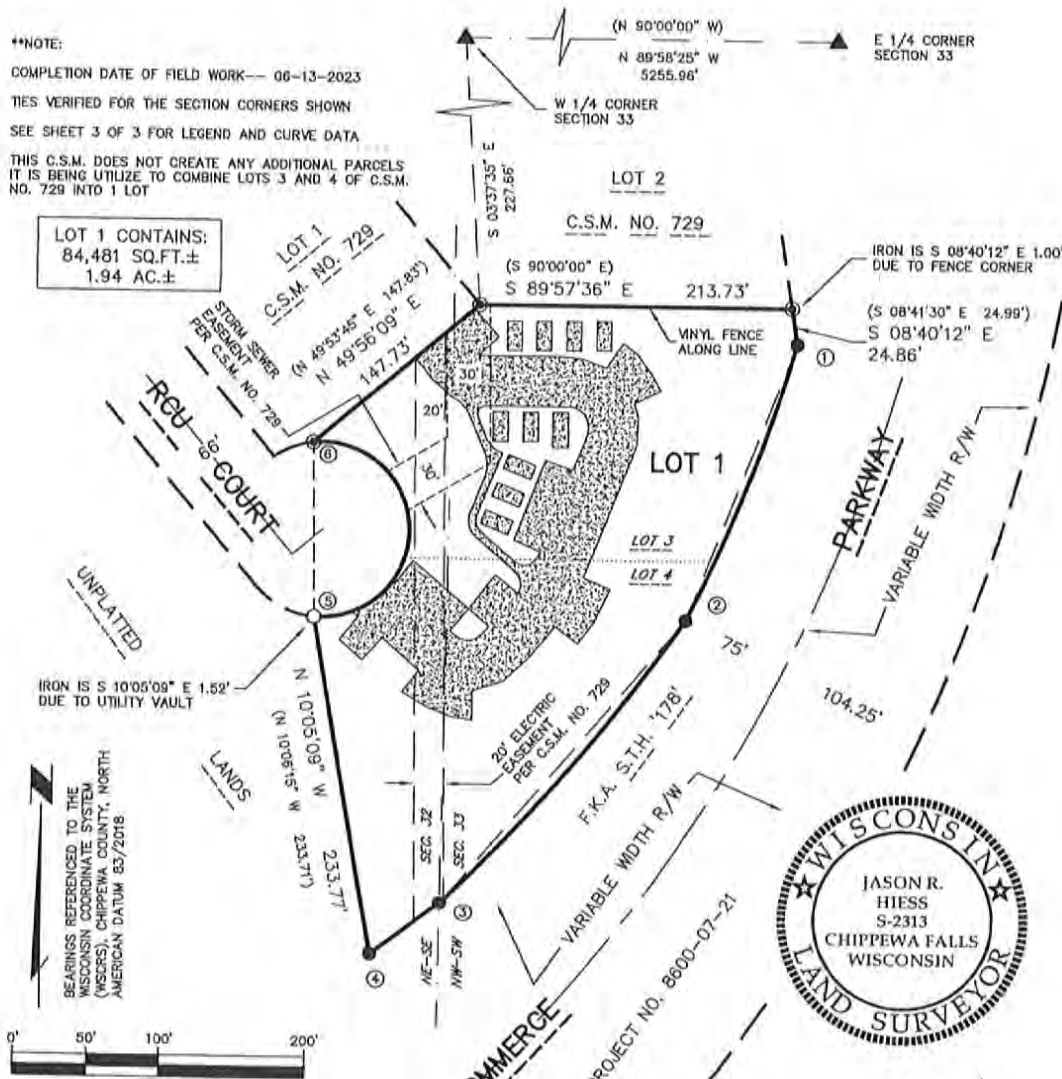
**CHIPPEWA CO. CERTIFIED SURVEY  
MAP NO. \_\_\_\_\_**

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

ALL OF LOTS 3 AND 4, C.S.M. NO. 729,  
RECORDED IN VOL. 2, C.S.M.S, P. 266-268,  
AS DOC. NO. 464476,  
AND PART OF THE NE 1/4 OF THE SE 1/4,  
SECTION 32 AND THE NW 1/4 OF THE SW 1/4,  
SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN  
CAD NAME: HOPE VILLAGE231

**\*\*NOTE:**  
COMPLETION DATE OF FIELD WORK— 06-13-2023  
TIES VERIFIED FOR THE SECTION CORNERS SHOWN  
SEE SHEET 3 OF 3 FOR LEGEND AND CURVE DATA  
THIS C.S.M. DOES NOT CREATE ANY ADDITIONAL PARCELS  
IT IS BEING UTILIZE TO COMBINE LOTS 3 AND 4 OF C.S.M.  
NO. 729 INTO 1 LOT

LOT 1 CONTAINS:  
84,481 SQ.FT.±  
1.94 AC.±



**SCALE 1" = 100'**

SURVEYING SERVICES BY:  
HIESS-LOKEN & ASSOC., LLC  
PROFESSIONAL LAND SURVEYING  
4805 WEST PARK AVE.  
CHIPPEWA FALLS, WI 54729  
(715)-720-4000 PHONE  
(715)-832-3300  
WWW.HIESS-LOKEN.COM  
HLSURVEY@SBCGLOBAL.NET



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

DATED THIS 15TH DAY OF JUNE, 2023.

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

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

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RECORDED IN VOL. 2, C.S.M.S, P. 266-268,  
AS DOC. NO. 464476,  
AND PART OF THE NE 1/4 OF THE SE 1/4,  
SECTION 32 AND THE NW 1/4 OF THE SW 1/4,  
SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

CAD NAME: HOPE VILLAGE231

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: ALL OF LOTS 3 AND 4, CERTIFIED SURVEY MAP NUMBER 729, RECORDED IN VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 266-268, AS DOCUMENT NUMBER 464476, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 32 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, ALL IN TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 33; THENCE S.03°37'35"E, 227.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S.89°57'36"E, ALONG THE NORTH LIEN THEREOF, 213.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, FORMERLY KNOWN AS STATE TRUNK HIGHWAY '178'; THENCE S.08°40'12" ALONG SAID RIGHT OF WAY LINE, 24.46 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.21°28'40"W, 203.11 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1273.24 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.40°31'20"W, 255.68 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1273.24 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE CHORD BEARS S.52°25'26"W, 59.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.10°05'09"W, ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RCU COURT; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS N.00°45'40"W, 119.42 FEET TO THE POINT OF BEGINNING. OF 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, P.L.S.

DATED THIS 15TH DAY OF JUNE, 2023.



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

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

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

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AND PART OF THE NE 1/4 OF THE SE 1/4,  
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SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

CAD NAME: HOPE VILLAGE231

CURVE DATA 1-2

ARC LENGTH = 203.43'  
RADIUS = 1070.92'  
CENTRAL ANGLE = 10°53'02" (05°21'01")  
CHORD BEAR. = S 21°28'40" W (S 21°27'16" W)  
CHORD LENGTH = 203.11'  
1ST TAN BEAR. = S 16°02'09" W  
2ND. TAN. BEAR. = S 26°55'11" W

CURVE DATA 2-3

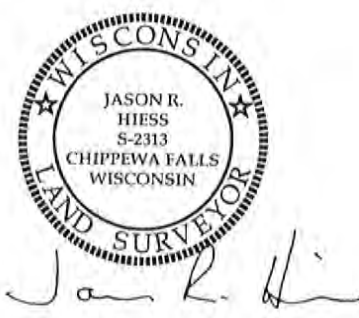
ARC LENGTH = 256.11'  
RADIUS = 1273.24'  
CENTRAL ANGLE = 11°31'29" (04°30')  
CHORD BEAR. = S 40°31'20" W (S 40°28'57" W)  
CHORD LENGTH = 255.68' (255.60')  
1ST TAN BEAR. = S 34°45'35" W  
2ND. TAN. BEAR. = S 46°17'04" W

CURVE DATA 3-4

ARC LENGTH = 59.96'  
RADIUS = 1273.24'  
CENTRAL ANGLE = 02°41'53"  
CHORD BEAR. = S 52°25'26" W (S 52°24'21" W)  
CHORD LENGTH = 59.95'  
1ST TAN BEAR. = S 51°04'30" W  
2ND. TAN. BEAR. = S 53°46'23" W

CURVE DATA 5-6

ARC LENGTH = 200.31'  
RADIUS = 80.00'  
CENTRAL ANGLE = 191°17'04"  
CHORD BEAR. = N 00°45'40" W  
CHORD LENGTH = 119.42'  
1ST TAN BEAR. = S 85°07'08" E  
2ND. TAN. BEAR. = S 83°35'48" W



DATED THIS 15TH DAY OF JUNE, 2023.

LEGEND

- -- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ -- 1" O.D. IRON PIPE FOUND
- ▲ -- MAG NAIL FOUND
- -- 1" O.D. X 18" IRON PIPE WEIGHING 1.13 LBS./LINEAL FOOT, SET
- ▣ -- ASPHALT OR CONCRETE AREA
- ( ) -- 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
- S.T.H. --- STATE 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
- F.K.A. --- FORMERLY KNOWN AS

SURVEYING SERVICES BY:  
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PARKS, RECREATION & FORESTRY BOARD MEETING  
Tuesday, July 11, 2023

1. Call to order by Beth Arneberg at 6:00 p.m.  
Roll Call: Members Present: Audrey Stowell, Travis Siebert, Beth Arneberg, Heather Martell, Reggie Geissler and John Abbe  
Absent: Justin Agnew  
Staff present: John Jimenez and Jack Hays
2. Approval of Minutes: June 13, 2023. **Motion by Siebert/Martell to approve minutes of June 13, 2023. Motion passed.**
3. Personal Appearances by Citizens. None.
4. Discuss/Consider Special Event Applications. Application by local wrestling club for an outdoor wrestling tournament on July 22, 2023, in Riverfront Park. **Motion by Arneberg/Siebert to approve as presented. Motion passed.**
5. Discuss/Consider
  - a. Marshall Park Tennis Courts. The Board has discussed in the past and there is a proposal to convert the tennis courts to pickle ball courts while maintaining one tennis court. Members of Wednesday Night Tennis League speak to the Board. They play from May to September and strongly encourage the Board to consider keeping at least two courts. Marshall Park is the only place to play tennis in the evening because of the lights. Jimenez has spoken to the Chi Hi Athletic Director regarding the ability to reserve the Chi Hi tennis courts so they would be unlocked when needed but they do not have lights. Jimenez has contacted the contractor and is continuing to gather information and look at all options. Discussion included the need for lights, the current decrepit condition of the courts, and funding.
  - b. Potential Eagle Scout Project at Erickson Park. Jimenez was approached by an eagle scout regarding a potential project. Jimenez proposed an additional trail on the upper part / northwest side of Ashley Lane in Erickson Park.
  - c. Pool Services Proposal. Jimenez has received a couple of general proposals for pool services. Discussion included but not limited to need for a design model, fundraising, and general scope of services. After discussion, **motion by Siebert/Abbe to authorize Jimenez to request council to include cost of feasibility study by Burbach Aquatics as part of ARPA funds. Motion passed.**
  - d. Marshall Park Master Plan Outlook. Jimenez discusses the concept and idea of a fitness playground at Marshall Park. Condition of skate park, overall location and utilization of current amenities discussed. Overall updating of Master Plan is generally supported by members. Tabled and will continue to be an agenda item.



- e. Using Zoo Donations for Hay Bale Spear. Staff has requested a hay bale spear be purchased. Jimenez requests zoo donations be used for the purchase, which he estimates at under \$500. **Motion by Siebert/Martell to purchase hay bale spear using zoo donation funds. Motion passed.**
  - f. Recreation Report. Jack gives recreation report.
  - g. Director Report. Jimenez gives Director report. Jimenez will be meeting this week with the owner of the zoo animals regarding potential changes. Jimenez will also be meeting with Chris regarding Flag Hill. Beth suggests including a plaque in memory of Thorpes at Flag Hill. The July 2 event at Riverside was well attended. A traffic plan has been formulated and will be put in place for next year and other bigger events. Jimenez will be presenting a model house that suits the department's needs to replace the house at Casper Park. Thorpe funds for 2023 will be discussed next meeting.
6. Approve Claims. Discussion regarding claims. **Motion by Geissler/Martell to approve claims in the amount of \$62,640.41. Motion passed.**
7. Park Board Members' Concerns or Comments. Siebert expresses garbage concerns at Riverfront and his disappointment in the individuals who leave it. It's been an issue but not sure what more we can do if people don't want to use the garbage can that's provided. Arneberg has concerns regarding sand on one of the trails. Next meeting will be our potluck meeting at the Activity Building at Irvine Park.
8. Adjournment. **Motion by Siebert/Abbe to adjourn at 8:05 p.m. Motion passed.**

Submitted by:  
Audrey Stowell, Secretary



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Johna Stern; 16 W Columbia Street, Chippewa Falls, WI 54729		Applicant Phone Number: 715.642.0493
<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Collective Charm 534.220.7076 16 W. Columbia Street Chippewa Falls, WI 54729	
Name of the event: Second Fiddle Vintage Market	Estimated number of persons participating: 24-30 vendors	
Date and start and end times requested for street use: August 26th from 8am-6pm		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): City Parking Lot #4 outside of Collective Charm Antiques		
Use, described in detail, for which the street use permit is requested: Vendors and food trucks will be utilizing space in the parking lot to set up their displays/trucks for a one day vintage market.		
City services requested for the event (e.g., Street Department or Police Department staff time) N/A		
<p>The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.</p>		
_____ Signature of Applicant		6/12/2023 _____ Date
<b>OFFICE USE ONLY</b>		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>6/19/23 - NOTIFIED FROM CPD #102</i>		
Requirements of Applicant:		
Approved by: _____		
Signature of Chief of Police	_____ Signature of Director of Public Works	
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

# 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.

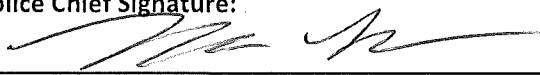

<b>Name of Event:</b> Second Fiddle Vintage Market	<b>Event Description (e.g. walk, concert, etc.):</b> Multi Vendor Vintage Market
<b>Name and Address of Sponsoring Organization:</b> Collective Charm; 16 W Columbia Street, Chippewa Falls, WI 54729	
<b>Contact Name:</b> Johna Stern	<b>Contact Address:</b> 16 W Columbia Street
<b>Work Phone:</b> 534.220.7076	<b>Cell Phone:</b> 715.642.0493
<b>Email:</b> collectivecharm@outlook.com	<b>Day of Event Contact Name and Number (if different):</b>
<b>Date(s) of Event:</b> August 26th	<b>Estimated Daily Attendance:</b> ~300 people
<b>Location(s) of Event:</b> City Parking Lot 4 at 16 W Columbia Street	
<b>City Services/Equipment Requested:</b> No additional Services Requested.	

**Please check each box below that applies to your event.  
Corresponding applications must be completed and attached to this document.**

- |                                                                                                        |                                                                                                                      |
|--------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application | <input checked="" type="checkbox"/> Food Vendors*<br><small>*supply proof of licensure from Chippewa County</small>  |
| <input checked="" type="checkbox"/> Street Use Permit Application                                      | <input type="checkbox"/> Dance/Music Application                                                                     |
| <input type="checkbox"/> Fireworks Permit                                                              | <input type="checkbox"/> Temporary Extension of Premises<br><small>(In relation to existing license holders)</small> |

*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

<b>Police Chief Signature:</b> 	<b>Date:</b> 06/19/2023
<b>Fire Chief Signature:</b>	<b>Date:</b>
<b>Director of Public Works/City Engineer/Utilities Manager:</b>  PE	<b>Date:</b> 06/21/2023



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Melissa Kupczak		Applicant Phone Number: 715-579-2558
<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Melissa Kupczak 546 S. Main Street Chippewa Falls, WI 54728	
Name of the event: Loop-de-Lori Triathlon	Estimated number of persons participating: 200	
Date and start and end times requested for street use: September 9, 2023 10 am to 1 pm		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Road blocks south on Hebert/Canal, Mitchell Street/Canal and block right lane on Main Street to Canal Street		
Use, described in detail, for which the street use permit is requested: Bike route for triathlon on September 9, 2023		
City services requested for the event (e.g., Street Department or Police Department staff time) Four road block signs, orange cones, and set up.		
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.		
Signature of Applicant <i>Melissa Kupczak</i>		Date 6-20-2023
<b>OFFICE USE ONLY</b>		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): 6/26/23 - NOTTING FROM (P.D.) #102		
Requirements of Applicant: Provide a "No Right Turn" onto Canal St. for South Bound Main St. traffic, Provide Detour from Main St. to Vine St. to Hebert St. if necessary. Pick up needed Traffic Control @ City Street Dept @ 45 Brook-Riverdale Drive by 1 pm Friday, September 08 and return Monday September 11, 2023 PRL		
Approved by: <i>[Signature]</i>		<i>[Signature]</i>
Signature of Chief of Police		Signature of Director of Public Works
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Chippewa Partners, 1 N Bridge St., Chippewa Falls, WI 54729	Applicant Phone Number: 715-723-0331
--------------------------------------------------------------------------------------------	-----------------------------------------

<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. Missy Prissel 1 N Bridge St., Chippewa Falls, WI 54729 715-723-0331	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Partners, Allyson Wisniewski 1 N Bridge St., Chippewa Falls, WI 54729 715-723-0331
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Name of the event: Oktoberfest	Estimated number of persons participating: 100
-----------------------------------	---------------------------------------------------

Date and start and end times requested for street use:  
September 15, 2023 12:00 pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
Leinenkugel Brewery Hwy 124 to Northern WI State Fairgrounds Entrance, 225 Edward St.

Use, described in detail, for which the street use permit is requested:  
Escort the 2023 Oktoberfest Festmeister and Festmeisterin with Golden Keg from Leinenkugel Brewery to Fairgrounds

City services requested for the event (e.g., Street Department or Police Department staff time)  
Close street from 12:00 pm until 1 pm - *One lane*

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

*Missy Prissel*  
Signature of Applicant

*5-25-2023*  
Date

### OFFICE USE ONLY

*6/1/23 - ONE OFFICER EACH NIGHT (1200-0000) \$65/Hr = \$780. Escort Keg - No Cost - on-duty. #102*

Requirements of Applicant:

Approved by:

*[Signature]*  
Signature of Chief of Police

*[Signature] PE 06/02/2023*  
Signature of Director of Public Works

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

Decision of City Council (required):  Approved  Denied



# CITY OF CHIPPEWA FALLS

## STREET USE PERMIT APPLICATION

Applicant Name and Address: Chippewa Partners, 1 N Bridge St., Chippewa Falls, WI 54729		Applicant Phone Number: 715-723-0331
<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. Missy Prissel 1 N Bridge St., Chippewa Falls, WI 54729 715-723-0331	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Partners, Allyson Wisniewski 1 N Bridge St., Chippewa Falls, WI 54729 715-723-0331	
Name of the event: Oktoberfest	Estimated number of persons participating: 500	
Date and start and end times requested for street use: August 20 - September 20		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Light poles & bikes on all of Bridge Street, Harmony Court		
Use, described in detail, for which the street use permit is requested: Ribbon & Oktoberfest signs on bikes & street/light poles, Oktoberfest signs & ribbon in Harmony Court.		
City services requested for the event (e.g., Street Department or Police Department staff time) None		
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. <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		Date
<b>OFFICE USE ONLY</b>		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>6/22/23 - NOTHERL FROM (PPD) #402</i>		
Requirements of Applicant:		
Approved by: Signature of Chief of Police	Signature of Director of Public Works	
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied

# 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: 6/1/2023

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 9/15/2023 11:00 am and ending 9/16/2023 11 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Chippewa Partners Inc DBA Oktoberfest

(b) Address 1 N. Bridge St, Chippewa Falls, WI 54729

(Street)

Town  Village  City

(c) Date organized 2003

(d) If corporation, give date of incorporation 1978

(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:

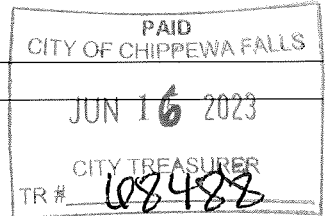
President Michael Stoffel 1. N. Bridge St. Chippewa Falls, WI 54729 715-497-2700

Vice President \_\_\_\_\_

Secretary Allyson Wisniewski 1. N. Bridge St. Chippewa Falls, WI 54729 715-497-4380

Treasurer Allyson Wisniewski 1. N. Bridge St. Chippewa Falls, WI 54729 715-497-4380

(g) Name and address of manager or person in charge of affair: Missy Prissel, 1 N. Bridge St, Chippewa Falls, WI 54729 715-723-0331



## 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 St, Chippewa Falls, WI / Northern WI State Fairgrounds

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

(c) Do premises occupy all or part of building? All Grounds

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

(e) Will minors be present? Yes Reason for minors being present: Family Friendly Festival/Events

Security measures: Wristbands 21+

## 3. Name of Event

(a) List name of the event Oktoberfest

(b) Dates and times of event September 15-16, 2023 11 am - 11 pm

## 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 Michael Stoffel  
(Signature/date)

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

Date Filed with Clerk 6/16/23

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

Police Department Approval Lt. K. Boon

Chippewa Partners, Inc dba Oktoberfest  
(Name of Organization)

Officer [Signature]  
(Signature/date)

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

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

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

Date 06-20-23 Wisconsin Department of Revenue



## APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

<b>Name of Applicant:</b> Chippewa Partners Inc DBA Oktoberfest	<b>Address of Applicant:</b> 1 N. Bridge St, Chippewa Falls, WI 54729																						
<b>Name of Premises to be Licensed:</b> Northern Wisconsin State Fairgrounds	<b>Address of Premises:</b> 225 Edward St, Chippewa Falls, WI 54729	<b>Date(s) of Event          (Class "E" Licenses only):</b> September 15-16																					
<b>Class of License Applied for:</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$130.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D"</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[X]</td> <td style="padding: 2px; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;">[ ]</td> <td style="padding: 2px; 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]	\$10.00/day	Live Music Annual	[ ]	\$30.00	Juke Box	[ ]	\$30.00 (annual)
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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.

Missy Anissee  
 Signature of Applicant

10-10-23  
 Date

Attest: Bridget Guens  
 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: <b>Oktoberfest</b>	Event Description (e.g. walk, concert, etc.): <b>Festival</b>
Name and Address of Sponsoring Organization: <b>Chippewa Parkers, 1 N. Bridge St. Chippewa Falls WI 54729</b>	
Contact Name: <b>Missy Prisset</b>	Contact Address: <b>1 N. Bridge St, Chippewa Falls WI 54729</b>
Work Phone: <b>715-723-0331</b>	Cell Phone: <b>715-797-2700</b>
Email: <b>Missy@chippewachamber.org</b>	Day of Event Contact Name and Number (if different): <b>same</b>
Date(s) of Event: <b>Sept. 15-16, 2023</b>	Estimated Daily Attendance: <b>5,000</b>
Location(s) of Event: <b>Northern WI State Fairgrounds 225 Edward St, Chippewa Falls WI 54729</b>	
City Services/Equipment Requested: <b>Street Use - Bridge St Decorating, Parade on Sept. 15 temp class B license, Dance/Music</b>	

**Please check each box below that applies to your event.  
Corresponding applications must be completed and attached to this document.**

Temporary Class "B"/"Class B" Retailer's License (Picnic License) Application

Food Vendors\*  
\*supply proof of licensure from Chippewa County

Street Use Permit Application

Dance/Music Application

Fireworks Permit

Temporary Extension of Premises  
(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: 	Date: <b>06/22/2023</b>
Fire Chief Signature: 	Date: <b>06/26/2023</b>
Director of Public Works/City Engineer/Utilities Manager: 	Date: <b>06/24/2023</b>



# NON-COMMERCIAL KENNEL LICENSE APPLICATION

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

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

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

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

MAY 17 2023  
 CITY TREASURER  
 TR# 108246

**OWNER INFORMATION - PLEASE PRINT CLEARLY**

First Name: Kylie Last Name: Revan  
 Address: 1020 Broadway Avenue Telephone Number: 715 308 2265  
 Signature of Applicant: [Signature] Date: 5-17-23

**ANIMAL (1)**  
 Pet's Name: meo Sex: M  spayed  neutered  unaltered Breed: Orange & white Color(s): Tan  
 Rabies Vaccination Date: 4/20/23 Rabies Expiration Date: 4/20/26

**ANIMAL (2)**  
 Pet's Name: hegan Sex: M  spayed  neutered  unaltered Breed: Husky pyreneese Color(s): white earth black  
 Rabies Vaccination Date: 4/20/23 Rabies Expiration Date: 4/20/26

**ANIMAL (3)**  
 Pet's Name: Kana Sex: F  spayed  neutered  unaltered Breed: Org: Beagle Color(s): Black Tan white  
 Rabies Vaccination Date: 5/16/23 Rabies Expiration Date: 5/16/26

**ANIMAL (4)**  
 Pet's Name: snickers Sex: F  spayed  neutered  unaltered Breed: redhead Color(s): black tan white  
 Rabies Vaccination Date: 5/16/23 Rabies Expiration Date: 5/16/26

**ANIMAL (5)**

Pet's Name Sushi Sex M  spayed  neutered  unaltered Breed short hair grey black Color(s) grey black

Rabies Vaccination Date 5/14/23 Rabies Expiration Date 5/16/23

**ANIMAL (6)**


Pet's Name \_\_\_\_\_ Sex \_\_\_\_\_  spayed  neutered  unaltered Breed \_\_\_\_\_ Color(s) \_\_\_\_\_

Rabies Vaccination Date \_\_\_\_\_ Rabies Expiration Date \_\_\_\_\_

**WRITTEN RECOMMENDATION OF POLICE DEPARTMENT**

OFFICERS MADE CONTACT WITH THE HOME OWNERS, KYLIE REVAK, ON 06-20-23. (THIS WAS AFTER SEVERAL ATTEMPTS TO SCHEDULE A HOME INSPECTION). THE PROPERTY WAS FOUND TO BE ACCEPTABLE FOR A KENNEL LICENSE, WITH A LARGE FENCED IN YARD TO ACCOMMODATE THE NUMEROUS PETS. NEIGHBORS ARE A CONSIDERABLE DISTANCE AWAY A NOT A CONCERN, THE RESIDENCE IS LARGE ENOUGH TO ACCOMMODATE ALL OF THE PETS.

IT IS RECOMMENDED THAT THIS KENNEL LICENSE BE APPROVED. Lt. K. Ford 06-29-20

Signature of Police Chief 		Date <u>06/29/2023</u>
<b>TO BE COMPLETED BY CLERK</b>		
Date rcv'd & filed w/municipal clerk <u>5-17-23</u>	Date routed to Police Department <u>5-18-23</u>	Date reported to Council
Signature of Clerk/Deputy Clerk		Date license issued

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

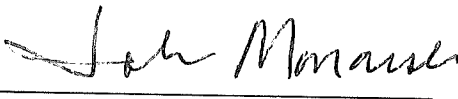
All applicants should read and be familiar with Chippewa Falls Municipal Code Section 12.11 relative to

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/APEALS**

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.

**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**

**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.
- 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.
- 3. That Ordinance No. 2023-16 hereby repeals any and all previous ordinances in conflict with said Ordinance No. 2023- 16.
- 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

**AN ORDINANCE AMENDING THE OFFICIAL MAP OF THE CITY OF CHIPPEWA FALLS, WISCONSIN BY ADDING 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 adding 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 adding a Chippewa Crossing Boulevard corridor between STH #178 and 160<sup>th</sup> Street.
3. That Ordinance No. 2023-17 hereby repeals any and all previous ordinances in conflict with said Ordinance No. 2023-17.
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

AN ORDINANCE AMENDING THE TWO-HOUR  
PARKING LIMITATION ON EAST SPRUCE STREET  
UNDER § 7.09(2)(b)17. OF THE CITY CODE

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

1. That § 7.09(2)(b)17. of the Chippewa Falls Municipal Code which presently provides as follows:

**7.09 PARKING RESTRICTIONS.**

...

(2) LIMITED PARKING.

...

- (b) Two Hour. No operator of a vehicle shall park such vehicle in the following places for longer than 2 consecutive hours between 9 a.m. and 5 p.m. each day of the week, except Sundays and legal holidays.

...

17. E. Spruce Street, both sides, between Bridge Street and High Street, except the north side of Spruce Street from 175 feet west of the west right-of-way line of High Street to a point 330 feet west of the west right-of-way line of High Street which is no parking except for designated law enforcement and emergency vehicles.

be amended to provide as follows:

**7.09 PARKING RESTRICTIONS.**



...

(2) LIMITED PARKING.

...

- (b) Two Hour. No operator of a vehicle shall park such vehicle in the following places for longer than 2 consecutive hours between 9 a.m. and 5 p.m. each day of the week, except Sundays and legal holidays.

...

17. E. Spruce Street, both sides, between Bridge Street and High Street, except the north side of Spruce Street from 135 feet west of the west right-of-way line of High Street to a point 330 feet west of the west right-of-way line of High Street which is no parking except for designated law enforcement and emergency vehicles.

DATED this 18<sup>th</sup> day of July, 2023.

COUNCIL PRESIDENT: \_\_\_\_\_  
John Monarski

FIRST READING: July 18, 2023  
SECOND READING: August 1, 2023

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

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

**RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF BORROWING THROUGH THE STATE OF WISCONSIN  
ENVIRONMENTAL IMPROVEMENT FUND FOR BIPARTISIAN INFRASTRUCTURE  
LAW (BIL) SFY2024 LSL FUNDING FOR  
REPLACEMENT OF LEAD SERVICE LINES.**

**WHEREAS**, the City of Chippewa Falls, Wisconsin Water Utility intends to file an application for state financial assistance for lead service line replacements, WDNR Project Number 4783-04, (referred to as the "Project"), under the Wisconsin Environmental Improvement Fund; and

**WHEREAS**, the City of Chippewa Falls, Wisconsin Water Utility expects to finance the Project on a long-term basis by issuing tax-exempt bonds or promissory notes (the "Bonds"); and

**WHEREAS**, because the Bonds will not be issued prior to of June 2023, the City of Chippewa Falls City Council must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, it is necessary, desirable, and in the best interests of the City of Chippewa Falls to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**BE IT THEREFORE RESOLVED** by the City of Chippewa Falls City Council that:

Section 1) Expenditure of Funds. The City of Chippewa Falls City Council shall make expenditures as needed from its funds on hand to pay the costs of the Project until Bond proceeds become available.

Section 2) Declaration of Official Intent. The City of Chippewa Falls City Council hereby officially declares its intent under Treas. Regs. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expended to exceed an estimated amount of \$1,404,000 for the lead service line replacements; and

Section 3) Unavailability of Long-Term Funds. No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Municipality pursuant to its budget or financial policies.

Section 4) Public Availability of Official Intent Resolution. This Resolution shall be made available for public inspection at the City Clerk's office within 30 days after its approval

in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19 and shall remain available for public inspection until the Bonds are issued.

Section 5) Effective Date. This Resolution shall be effective upon its adoption and approval.

Passed and adopted this 18<sup>th</sup> day of July, 2023

City of Chippewa Falls, Chippewa County, Wisconsin

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

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

APPROVED: \_\_\_\_\_  
Mayor Gregory Hoffman

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

**RESOLUTION NO. 2023-31**

**RESOLUTION  
APPROVING A CERTIFIED SURVEY MAP**

**RESOLVED**, that a Certified Survey Map prepared by Hiess-Loken and Associates, LLC is hereby approved by the Chippewa Falls Common Council. Said parcels being all of Lots #3 and #4, CSM #729 and part of the NE ¼ of the SE ¼, Section 32 and the NW ¼ of the SW ¼, Section 33, all in T29N, R8W, City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 18<sup>th</sup> day of July, 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

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

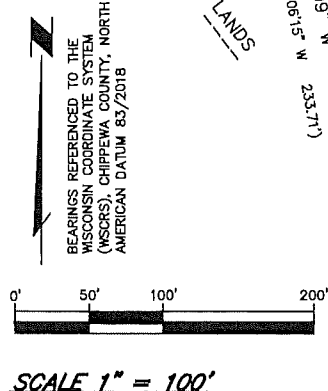
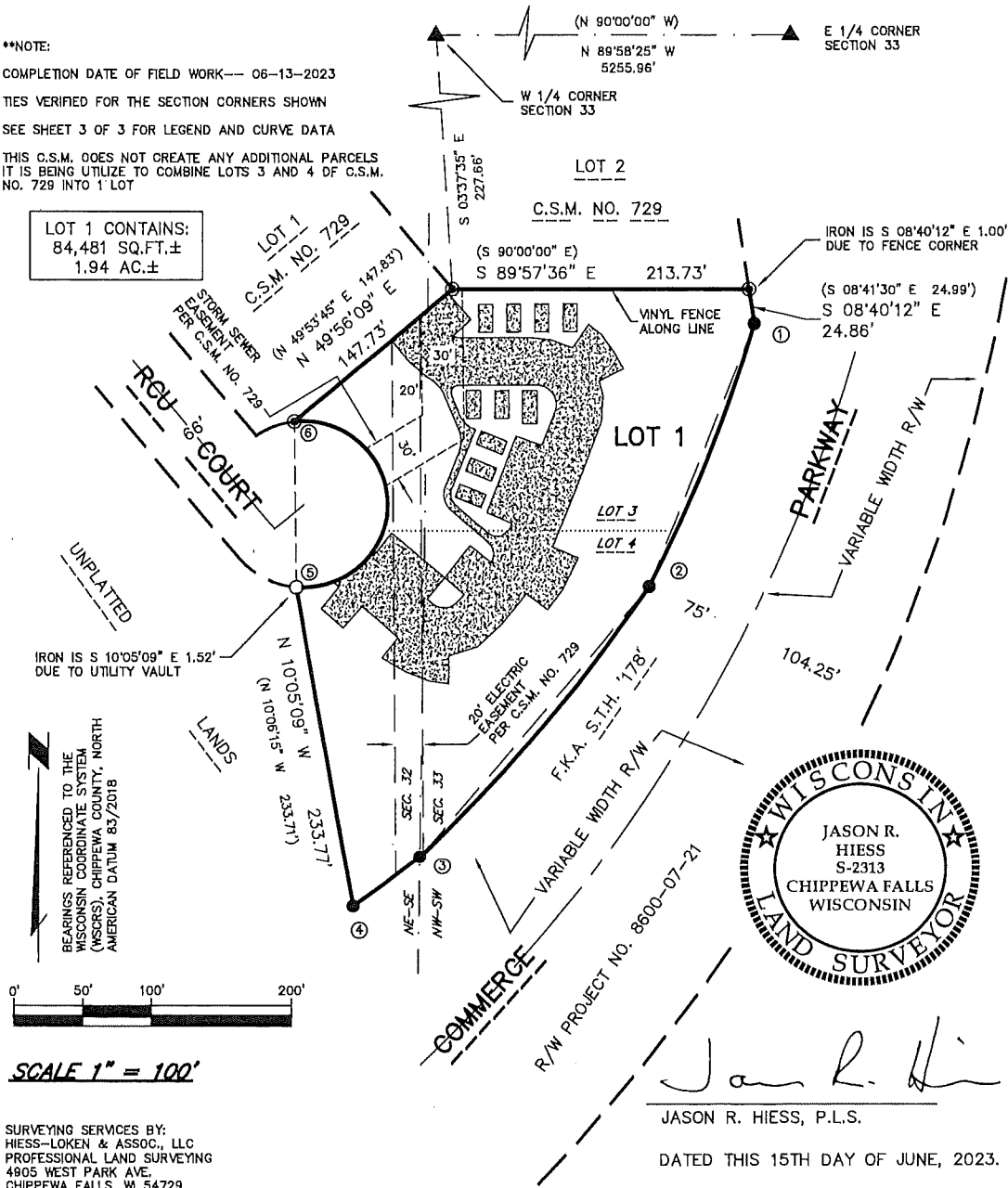
RECORDED IN VOL. \_\_\_\_\_ OF THE  
CERTIFIED SURVEY MAPS PAGE \_\_\_\_\_

ALL OF LOTS 3 AND 4, C.S.M. NO. 729,  
RECORDED IN VOL. 2, C.S.M.S, P. 266-268,  
AS DOC. NO. 464476,  
AND PART OF THE NE 1/4 OF THE SE 1/4,  
SECTION 32 AND THE NW 1/4 OF THE SW 1/4,  
SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

CAD NAME: HOPE VILLAGE231

**\*\*NOTE:**  
COMPLETION DATE OF FIELD WORK--- 06-13-2023  
TIES VERIFIED FOR THE SECTION CORNERS SHOWN  
SEE SHEET 3 OF 3 FOR LEGEND AND CURVE DATA  
THIS C.S.M. DOES NOT CREATE ANY ADDITIONAL PARCELS  
IT IS BEING UTILIZE TO COMBINE LOTS 3 AND 4 OF C.S.M.  
NO. 729 INTO 1 LOT

LOT 1 CONTAINS:  
84,481 SQ.FT.±  
1.94 AC.±



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

DATED THIS 15TH DAY OF JUNE, 2023.

SURVEYING SERVICES BY:  
HIESS-LOKEN & ASSOC., LLC  
PROFESSIONAL LAND SURVEYING  
4805 WEST PARK AVE.  
CHIPPEWA FALLS, WI 54729  
(715)-720-4000 PHONE  
(715)-832-3300  
WWW.HIESS-LOKEN.COM  
HLSURVEY@SBCGLOBAL.NET



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

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

ALL OF LOTS 3 AND 4, C.S.M. NO. 729,  
RECORDED IN VOL. 2, C.S.M.S, P. 266-268,  
AS DOC. NO. 464476,  
AND PART OF THE NE 1/4 OF THE SE 1/4,  
SECTION 32 AND THE NW 1/4 OF THE SW 1/4,  
SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

CAD NAME: HOPE VILLAGE231

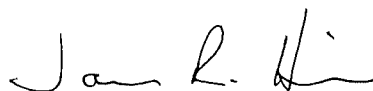
SURVEYOR'S CERTIFICATE

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: ALL OF LOTS 3 AND 4, CERTIFIED SURVEY MAP NUMBER 729, RECORDED IN VOLUME 2, CERTIFIED SURVEY MAPS, PAGE 266-268, AS DOCUMENT NUMBER 464476, AND PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 32 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, ALL IN TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN. BEING FURTHER DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 33; THENCE S.03°37'35"E. 227.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 3; THENCE S.89°57'36"E. ALONG THE NORTH LIEN THEREOF, 213.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, FORMERLY KNOWN AS STATE TRUNK HIGHWAY '178'; THENCE S.08°40'12" ALONG SAID RIGHT OF WAY LINE, 24.46 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1070.92 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.21°28'40"W. 203.11 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1273.24 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS S.40°31'20"W. 255.68 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 1273.24 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY, WHOSE CHORD BEARS S.52°25'26"W. 59.95 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4; THENCE N.10°05'09"W. ALONG THE WEST LINE THEREOF, 233.77 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF RCU COURT; THENCE ALONG SAID RIGHT OF WAY LINE AND ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE, CONCAVE WESTERLY, WHOSE CHORD BEARS N.00°45'40"W. 119.42 FEET TO THE POINT OF BEGINNING. OF BEING SUBJECT TO EXISTING EASEMENTS.

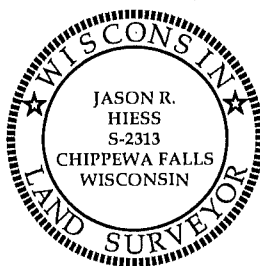
THAT SUCH MAP IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND MAPPED.

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, P.L.S.

DATED THIS 15TH DAY OF JUNE, 2023.



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

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

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

ALL OF LOTS 3 AND 4, C.S.M. NO. 729,  
RECORDED IN VOL. 2, C.S.M.S, P. 266-268,  
AS DOC. NO. 464476,  
AND PART OF THE NE 1/4 OF THE SE 1/4,  
SECTION 32 AND THE NW 1/4 OF THE SW 1/4,  
SECTION 33, ALL IN T29N, R8W, CITY OF  
CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

CAD NAME: HOPE VILLAGE231

CURVE DATA 1-2

ARC LENGTH = 203.43'  
RADIUS = 1070.92'  
CENTRAL ANGLE = 10°53'02" (05°21'01")  
CHORD BEAR. = S 21°28'40" W (S 21°27'16" W)  
CHORD LENGTH = 203.11'  
1ST TAN BEAR. = S 16°02'09" W  
2ND. TAN. BEAR. = S 26°55'11" W

CURVE DATA 2-3

ARC LENGTH = 256.11'  
RADIUS = 1273.24'  
CENTRAL ANGLE = 11°31'28" (04°30')  
CHORD BEAR. = S 40°31'20" W (S 40°28'57" W)  
CHORD LENGTH = 255.68' (255.60')  
1ST TAN BEAR. = S 34°45'35" W  
2ND. TAN. BEAR. = S 48°17'04" W


CURVE DATA 3-4

ARC LENGTH = 59.96'  
RADIUS = 1273.24'  
CENTRAL ANGLE = 02°41'53"  
CHORD BEAR. = S 52°25'26" W (S 52°24'21" W)  
CHORD LENGTH = 59.95'  
1ST TAN BEAR. = S 51°04'30" W  
2ND. TAN. BEAR. = S 53°46'23" W

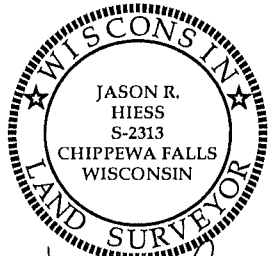
CURVE DATA 5-6

ARC LENGTH = 200.31'  
RADIUS = 60.00'  
CENTRAL ANGLE = 191°17'04"  
CHORD BEAR. = N 00°45'40" W  
CHORD LENGTH = 119.42'  
1ST TAN BEAR. = S 85°07'08" E  
2ND. TAN. BEAR. = S 83°35'48" W

LEGEND

- --- 1 1/4" O.D. IRON PIPE FOUND
- ⊙ --- 1" O.D. IRON PIPE FOUND
- ▲ --- MAG NAIL FOUND
- --- 1" O.D. X 18" IRON PIPE WEIGHING  
1.13 LBS./LINEAL FOOT, SET
-  --- ASPHALT OR CONCRETE AREA

- ( ) --- 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
- S.T.H. --- STATE 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
- F.K.A. --- FORMERLY KNOWN AS



*Jason R. Hies*

DATED THIS 15TH DAY OF JUNE, 2023.

SURVEYING SERVICES BY:  
HIESS-LOKEN & ASSOC., LLC  
PROFESSIONAL LAND SURVEYING  
4905 WEST PARK AVE.  
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Prepared and Intended for use by commercial banks in transactions governed by Wisconsin Law.

2008 (8/06)

©Wisconsin Bankers Association 2006

EXHIBIT A RESOLUTION

(Adopted at an Open Meeting held 18th July, 2023)

WHEREAS the City of Chippewa Falls, Chippewa County, Wisconsin ("City"), is presently in need of funds aggregating \$ 2,003,000.00 for public purpose(s) of: (1)

2023 Capital Equipment and Improvements

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of two million three thousand Dollars (\$ 2,003,000.00) be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from Northwestern Bank

("Lender"), the sum of \$ 2,003,000.00, and, to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the Lender for and on behalf of the City the promissory note of the City to be dated July 27, 2023, in said principal amount with interest at the rate of four and seventy-five hundredths percent (4.75%) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on... PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. In... equal payments of \$... due on... and on... the same day(s) of each... month thereafter... every 7th day thereafter... every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on... All payments include principal and interest.
(c) Installments of Principal. In... equal payments of principal of \$... due on... and on... the same day(s) of each... month thereafter... every 7th day thereafter... every 14th day thereafter, PLUS a final payment of the unpaid principal due on... PLUS interest payable as set forth below.
(d) Other. See Attachment A

Interest is payable on December 1, 2024, and on the same day of each twelfth month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (2) of twelve thirty day months. Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privileges on any principal or interest payment date on or after July 27, 2023.

A copy of the promissory note shall be attached to this resolution.

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligation of the City, so specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrevocable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts:(4) (5)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ 128,507.54	12/1/2024	For the year 2023
\$ 95,142.50	12/1/2025	For the year 2024
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory

Note dated July 27, 2023," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.(5)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

(4) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.  
 (5) Delete this paragraph if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, banks will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

RESOLUTION NO. 2023-33

RESOLUTION AUTHORIZING THE ISSUANCE OF \$1,458,000  
GENERAL OBLIGATION PROMISSORY NOTES AND THE  
ISSUANCE AND SALE OF A \$1,458,000 NOTE ANTICIPATION  
NOTE, SERIES 2023B IN ANTICIPATION THEREOF

WHEREAS, the Common Council hereby finds and determines that it is necessary, desirable and in the best interest of the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") to raise funds for public purposes, including paying the cost of improvements to Chippewa Crossing Boulevard in Tax Incremental District No. 16 (the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, cities are authorized by the provisions of Chapter 67, Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance of and covenant to issue general obligation promissory notes (the "Securities") to provide permanent financing for the Project;

WHEREAS, the Securities have not yet been issued or sold;

WHEREAS, cities are authorized by the provisions of Section 67.12(1)(b), Wisconsin Statutes, to issue note anticipation notes in anticipation of receiving the proceeds from the issuance and sale of the Securities;

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to authorize the issuance and sale of a note anticipation note pursuant to Section 67.12(1)(b), Wisconsin Statutes (the "Note" or "Notes"), in anticipation of receiving the proceeds from the issuance and sale of the Securities, to provide interim financing to pay the cost of the Project; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Note to Northwestern Bank (the "Purchaser"), pursuant to the term sheet and proposal form attached hereto as Exhibit A and incorporated herein by this reference (collectively, the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Issuance of Securities. The City hereby authorizes the issuance and declares its intention and covenants to issue the Securities pursuant to the provisions of Chapter 67, Wisconsin Statutes, in an amount sufficient to retire the Note.

Section 2. Authorization and Sale of the Note. In anticipation of the sale of the Securities, for the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(1)(b), Wisconsin Statutes, the principal sum of up to ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$1,458,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Note in the principal amount of ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND DOLLARS (\$1,458,000) for a purchase price equal to the principal amount drawn under the Note.

Section 3. Terms of the Note. The Note shall be designated "Note Anticipation Note, Series 2023B"; shall be issued in the principal amount of \$1,458,000; shall be dated its date of issuance; shall be in the denomination of \$1,000 or more; shall be initially numbered R-1; and shall bear interest at the rate of 4.50% per annum (but only on such amounts as shall have been drawn under the Note from the dates such amounts are drawn) and shall mature on August 1, 2028. Principal of the Note may be drawn by the City as needed up to the full principal amount of the Note, or so much thereof as the City may require. Interest shall be payable annually on August 1 of each year commencing on August 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months.

Section 4. Redemption Provisions. The Note shall be subject to redemption prior to maturity, at the option of the City, on any date. Said Note shall be redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 5. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 6. Security. The Note shall in no event be a general obligation of the City and does not constitute an indebtedness of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any other property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds are hereby declared to constitute a special trust fund, hereby created and established, to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid. The City hereby agrees that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City including tax increment from the City's Tax Incremental District No. 16; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy or revenue limits; and provided further, that neither this Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.



Section 7. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Note Anticipation Note, Series 2023B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Note; (ii) any proceeds of the Note representing capitalized interest on the Note or other funds appropriated by the City for payment of interest on the Note, as needed to pay the interest on the Note when due; (iii) proceeds of the Securities (or other obligations of the City issued to pay principal of or interest on the Note); (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due and which are appropriated by the Common Council for that purpose; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided that such monies may be invested in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Said account shall be used for the sole purpose of paying the principal of and interest on the Note and shall be maintained for such purpose until the Note is fully paid or otherwise extinguished, and shall at all times be invested in a manner that conforms with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When the Note has been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 8. Covenants of the City. The City hereby covenants with the owners of the Note as follows:

(A) It shall issue and sell the Securities as soon as practicable, as necessary to provide for payment of the Note;

(B) It shall segregate the proceeds derived from the sale of the Securities into the special trust fund herein created and established and shall permit such special trust fund to be used for no purpose other than the payment of principal of and interest on the Note until paid. After the payment of principal of and interest on the Note in full, said trust fund may be used for such other purposes as the Common Council may direct in accordance with law; and,

(C) It shall maintain a debt limit capacity such that its combined outstanding principal amount of general obligation bonds or notes or certificates of indebtedness and the \$1,458,000 authorized for the issuance of the Securities to provide for the payment of the Note shall at no time exceed its constitutional debt limit.

Section 9. Proceeds of the Note; Segregated Borrowed Money Fund. The proceeds of the Note (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Note into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of principal and interest on the Note. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Note has been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 10. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Note, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Note to the Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of the Code or Regulations.

Section 11. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Note and the ownership, management and use of the projects will not cause the Note to be a "private activity bond" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would cause the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Note shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Note provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Note and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 12. Designation as Qualified Tax-Exempt Obligation. The Note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 13. Execution of the Note; Closing; Professional Services. The Note shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price of the first draw on the Note, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Note, at least one of the signatures appearing on the Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Note shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Note and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all respects.

Section 14. Payment of the Note; Fiscal Agent. The principal of and interest on the Note shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 15. Persons Treated as Owners; Transfer of Note. The City shall cause books for the registration and for the transfer of the Note to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the

Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 16. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note on any interest payment date shall be made to the registered owners of the Note as they appear on the registration book of the City at the close of business on the Record Date.

Section 17. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Note allocable to the payment of issuance expenses to a financial institution selected by the City's financial advisor, Ehlers & Associates, Inc. ("Ehlers") at Closing for further distribution as directed by Ehlers.

Section 18. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the City and the owner or owners of the Note and after the issuance of the Note no change or alteration of any kind in the provisions of this Resolution may be made, until the Note has been paid in full as to both principal and interest. The owner of the Note shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce his or their rights against the City.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded July 18, 2023.

\_\_\_\_\_  
Gregory S. Hoffman  
Mayor

ATTEST:

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

(SEAL)

EXHIBIT A

Proposal

(See Attached)



# FINAL TERM SHEET DATED JULY 13, 2023

City of Chippewa Falls, Wisconsin (the "City")

Chippewa County

\$1,458,000 Note Anticipation Note, Series 2023B (the "Note")

**Purpose:** The Note is being issued to finance the costs of the expansion of Chippewa Crossing Boulevard in Tax Incremental District No. 16 (the "Project").

**Authority:** Wisconsin Statutes, Section 67.12(1)(b)

**Security:** The Note shall in no event be a general obligation of the City nor a charge against its general credit or taxing power. No lien is created upon the Project or any property of the City as a result of the issuance of the Note. The Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of a general obligation promissory note, which proceeds have been declared to constitute a special trust fund, created and established by the resolution authorizing the Note (the "Resolution"), to be held by the City and expanded solely for the payment of the principal of and interest on the Note until paid. The City agrees in the Resolution that, in the event such monies are not sufficient to pay the principal of and interest on the Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City including tax increment from the City's Tax Incremental District No. 16; provided, however, that such payment shall be subject to annual budgetary appropriations therefor and any applicable levy limits; and provided further, that neither the Resolution nor any such payment shall be construed as constituting an obligation of the City to make any such appropriation or any further payments.

**Date of Note:** August 1, 2023

**Delivery Date:** August 1, 2023

**Maturity:** August 1, 2028

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2028	\$1,458,000	4.50%

**Sources and Uses:**

Sources			
Par Amount of Note		\$1,458,000	
<b>Total Sources</b>			<b>\$1,458,000</b>
Uses			
Project Costs		\$1,304,605	
Costs of Issuance		22,175	
Capitalized Interest		<u>131,220</u>	
<b>Total Uses</b>			<b>\$1,458,000</b>

<b><i>Interest:</i></b>	Interest will be payable on August 1 of each year, commencing August 1, 2024, to the registered owner of the Note. Interest will be computed on the basis of a 360-day year of twelve 30-day months.
<b><i>Draw Feature:</i></b>	The City will be permitted to periodically advance proceeds of the Note as necessary to pay costs of the Project.
<b><i>Optional Redemption:</i></b>	The Note will be subject to call on any date after the settlement date at a price of par plus accrued interest.
<b><i>Purchase Price:</i></b>	The amount drawn under the Note up to \$1,458,000.00.
<b><i>Form of Note:</i></b>	The Note will be in typewritten form, registrable as to principal and interest.
<b><i>Qualified Tax-Exempt Obligation:</i></b>	The Note will be designated as a qualified tax-exempt obligation ("bank qualified") pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, which permits financial institutions to deduct interest expenses allocable to the Note to the extent permitted under prior law.
<b><i>Financial Disclosure:</i></b>	The City will offer to provide its financial data annually to the Lender upon request.
<b><i>Rating:</i></b>	The City has not requested a rating for the Note. <i>A rating may not be requested without contacting Ehlers and receiving the permission of the City.</i>
<b><i>Offering Document:</i></b>	Offering documents shall take the form of this Final Term Sheet.
<b><i>Costs of Issuance:</i></b>	Financing and legal costs will be paid for out of the proceeds of the Note.
<b><i>Legal Opinion:</i></b>	An opinion as to the validity of the Note and the exemption from taxation of the interest thereon will be furnished by Quarles & Brady LLP, Milwaukee, Wisconsin, bond counsel to the City, and will accompany the Note.
<b><i>Resale of Note:</i></b>	The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.
<b><i>Lender:</i></b>	Northwestern Bank, Chippewa Falls, Wisconsin
<b><i>Registrar/Paying Agent:</i></b>	The City shall be designated as the registrar/paying agent.
<b><i>Bond Counsel:</i></b>	Quarles & Brady LLP, Milwaukee, Wisconsin

PROPOSAL FORM

Common Council  
City of Chippewa Falls, Wisconsin (the "City")

July 18, 2023

RE: \$1,458,000 Note Anticipation Note, Series 2023B (the "Note")  
DATED: August 1, 2023

For all or none of the above Note, we will pay you the amount drawn under the Note up to \$1,458,000 plus accrued interest to date of delivery for such Note. The Note shall mature on August 1, 2028 and bear interest at the following rate (but only on amounts drawn under the Note from the dates such amounts are drawn):

4.50 %

Interest on the Note will be payable on August 1, 2024 and annually thereafter.

The Note will be subject to call and prior payment on any date at a price of par plus accrued interest.

The Lender shall agree to purchase the debt instrument for investment and not with a present view to the distribution, transfer or resale thereof. The Lender intends to hold and book the Note as a loan in its loan portfolio; the Lender acknowledges that the use of the word "Note" in the name of the debt instrument is for convenience only and is not intended to indicate that the instrument is a security within the meaning of the Securities Act of 1933. The Lender shall be required to hold such Note for its own account and for an indefinite period of time and does not intend to dispose of all or any portion of such Note and understands that transfer of such Note is restricted pursuant to the terms of the financing agreement.

The City has not requested a rating on this issue. *A rating may not be requested without contacting Ehlers and receiving the permission of the City.*

This proposal is for consideration and acceptance by the Common Council on July 18, 2023, and is conditional upon delivery of said Note to us within 40 days of award. Delivery is anticipated on or about August 1, 2023. The Note will be in typewritten form, registrable as to principal and interest. The City shall be designated as the bond registrar/paying agent. The Note will be a qualified tax-exempt obligation ("bank qualified"). The Note will be "bank qualified" and tax exempt, as evidenced by a legal opinion of Quarles & Brady LLP, Milwaukee, Wisconsin as bond counsel.

Submitted by:  
Name of Institution: Northwestern Bank  
Submitted By: Michael Farrow  
Title: Business Banker  
Signature: [Handwritten Signature]

The foregoing offer is hereby accepted by and on behalf of the Common Council of the City of Chippewa Falls, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

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

EXHIBIT B

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED  
NUMBER

STATE OF WISCONSIN  
CHIPPEWA COUNTY  
CITY OF CHIPPEWA FALLS

DOLLARS

R-1

NOTE ANTICIPATION NOTE, SERIES 2023B

\$1,458,000

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE:

August 1, 2028

August 1, 2023

4.50%

REGISTERED OWNER: NORTHWESTERN BANK

PRINCIPAL AMOUNT: ONE MILLION FOUR HUNDRED FIFTY-EIGHT THOUSAND  
DOLLARS (\$1,458,000)

FOR VALUE RECEIVED, the City of Chippewa Falls, Chippewa County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), solely from the funds specified herein, on the maturity date identified above, the principal amount identified above (but only so much as shall have been drawn hereunder), and to pay interest thereon (but only on amounts as shall have been drawn hereunder from the dates such amounts are drawn) at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable annually on August 1 of each year commencing on August 1, 2024 until the aforesaid principal amount is paid in full.

This Note is issued by the City pursuant to the provisions of Section 67.12(1)(b), Wisconsin Statutes, in anticipation of the sale of general obligation promissory notes (collectively, the "Securities"), to provide interim financing for public purposes, including paying the cost of improvements to Chippewa Crossing Boulevard in Tax Incremental District No. 16 (the "Project"), as authorized by a resolution adopted on July 18, 2023 (the "Resolution"). The Resolution is recorded in the official minutes of the Common Council for said date.

Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid to the registered owner in whose name this Note is registered on the Note Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the annual interest payment date. Principal is payable upon presentation and surrender hereof at the office of the Fiscal Agent.

This Note shall be payable only from (a) any proceeds of the Note set aside for payment of interest on the Note as it becomes due and (b) proceeds to be derived from the issuance and sale of the Securities, which proceeds have been declared to constitute a special trust fund and to be held by the City Clerk and expended solely for the payment of the principal of and interest on the Note until paid. In the event such monies are not sufficient to pay the principal and interest on this Note when due, if necessary, the City will pay such deficiency out of its annual general tax levy or other available funds of the City including tax increment from the City's Tax Incremental District No. 16; provided, however, that any such payment shall be subject to annual budgetary appropriation therefor and any applicable levy limits; and provided further, that no such payment nor any action authorizing this Note shall be construed as constituting an obligation of the City to make such appropriation or to make any further payment.

The City has authorized the issuance of the Securities and has covenanted to issue the Securities in an amount sufficient to repay the Note pursuant to the Resolution. **THE NOTE IS NOT A GENERAL OBLIGATION OF THE CITY AND DOES NOT CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR PROVISION NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWER. NO LIEN IS CREATED UPON THE PROJECT OR ANY OTHER PROPERTY OF THE CITY AS A RESULT OF THE ISSUANCE OF THE NOTE.**

The Note is subject to redemption prior to maturity, at the option of the City, on any date. Said Note is redeemable as a whole or in part, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of the Note, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least five (5) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Note shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Note is issued in registered form in the denomination of \$1,000 or more. This Note may be exchanged at the office of the City Clerk or City Treasurer for a like aggregate principal amount of Note of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time. The City has authorized and covenanted to issue and sell the Securities, the sale of which this Note anticipates, as soon as practicable and to set aside the proceeds of the Securities into a special trust fund for the payment of the principal of and interest on this Note.

This Note is a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

COPY



IN WITNESS WHEREOF, the City of Chippewa Falls, Chippewa County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CHIPPEWA FALLS  
CHIPPEWA COUNTY, WISCONSIN

By: \_\_\_\_\_  
Gregory S. Hoffman  
Mayor

(SEAL)

By: \_\_\_\_\_  
Bridget Givens  
City Clerk

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Registered Owner)

\_\_\_\_\_  
(Authorized Officer)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the City Clerk of the City when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the City Clerk of the City should be notified and a copy of this Assignment should be sent to the City Clerk of the City for his or her records.

**A RESOLUTION AUTHORIZING THE  
SUBMISSION OF AN APPLICATION TO THE WISCONSIN COMMUNITY  
DEVELOPMENT INVESTMENT GRANT PROGRAM**

**WHEREAS**, the City of Chippewa Falls, Wisconsin will pursue grant funding from the Community Development Investment Grant program through the Wisconsin Economic Development Corporation (WEDC);

**WHEREAS**, the Common Council wishes to support the submittal of the application to pursue grant funding for the Wisconsin Farmer’s Union redevelopment of the property located at 128 West River Street in the City of Chippewa Falls, which will allow for redevelopment of the property;

**NOW, THEREFORE, BE IT RESOLVED**, that the Common Council of the City of Chippewa Falls, Wisconsin does hereby authorize the submission of an application to the WEDC Community Development Investment Grant program to pursue a Two-Hundred-Fifty-Thousand-Dollar reimbursable grant which would assist in the redevelopment of the property located at 128 West River Street in the City of Chippewa Falls, Wisconsin;

**BE IT FURTHER RESOLVED**, that the City Council authorizes the Mayor to sign all documents and take necessary actions relating to the submission and acceptance if awarded a WEDC Community Development Investment Grant application.

DATED this 18<sup>th</sup> day of July, 2023.

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

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

APPROVED: \_\_\_\_\_  
Mayor Gregory Hoffman

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

RESOLUTION REGARDING CHARGES RELATED TO THE RESTORATION OF STREET EXCAVATIONS AND OPENINGS

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

- 1. That the following schedule be and is hereby adopted as the rates to be use to compute street surface and pavement restoration charges to be billed to permit holders under Chapter 8.06 of the Municipal Code:
  - a. Trimming the edge of the pavement: \$2.50 per lineal foot
  - b. Oiled, cold mix or hot mix asphalt pavements: \$3.35 per square foot
  - c. Concrete or brick pavements – current bid price
  - d. Type of restoration patch (b-c above) to be used shall be determined by the Director of Public Works.
- 2. That the rates to be used for the following street surface restoration items be billed to permit holders as follows:
  - a. Concrete sidewalks – current bid price
  - b. Concrete curb & gutter – current bid price
  - c. Concrete driveways – current bid price
- 3. All resolutions in conflict herewith are hereby repealed.
- 4. This resolution shall take effect immediately upon adoption.

Dated this 18th day of July, 2023.

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

John Monarski, Council President

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

Gregory S. Hoffman, Mayor

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

Bridget Givens, City Clerk

**DEVELOPMENT AGREEMENT TO UNDERTAKE REDEVELOPMENT  
IN THE CITY OF CHIPPEWA FALLS**

THIS DEVELOPMENT AGREEMENT TO UNDERTAKE REDEVELOPMENT IN THE CITY OF CHIPPEWA FALLS at property located at 128 W. River Street in the City of Chippewa Falls, Wisconsin (the "**Agreement**") is entered into as of \_\_\_\_\_, 2023 (the "**Effective Date**") between the CITY OF CHIPPEWA FALLS, WISCONSIN (the "**City**") and WISCONSIN FARMERS UNION SERVICE ASSOCIATION, INC (the "**Owner**"). The Owner and the City are referred to collectively in this Agreement as the "**Parties**" and individually, without differentiation, each as a "**Party**."

RECITALS:

WHEREAS, the Owner is the owner of certain real property with Chippewa County Parcel ID's 22808-0641-60011501 and 22808-0641-80011505 in the City of Chippewa Falls, Chippewa County, State of Wisconsin, described on the attached **Exhibit A** (the "**Property**");

WHEREAS, the Owner plans to redevelop the Property into a commercial, office and residential mixed-use facility (the "**Project**"); and

WHEREAS, the City has determined that the Project is consistent with the goals of the City in that the Project will, among other things:

- a. increase capital investment in the City;
- b. create direct, induced and indirect job effects which will have a positive impact on local small businesses;
- c. recognize the positive impact that the Project will bring to the City through timely development, and
- d. help meet the overall community goal of development and population growth.

WHEREAS, in order to realize the Project, Owner has agreed to develop on the Property buildings and other improvements substantially in accordance with the architectural and engineering estimate show in **Exhibit B** (the "**Improvements**").

WHEREAS, in order to realize the Project, the Owner requested the City to apply for a Wisconsin Economic Development (WEDC) Community Development Investment Grant;

WHEREAS, THE CITY agrees to apply for a grant from the Wisconsin Economic Development Corporation (WEDC), Community Development Investment Grant Program;

NOW, THEREFORE, the Parties, for the good and valuable consideration described below and in further consideration of the timely and full performance by the Parties of their respective

obligations, terms, conditions, payments and responsibilities set forth below, receipt of which is hereby acknowledged, do agree as follows:

**A. PURPOSE OF THE AGREEMENT.**

1. The foregoing Recitals are hereby incorporated into this Agreement as if fully set forth herein.
2. The City desires to facilitate the development of the Project at the Property, and Owner intends to cause the construction of the Improvements on the Property in the manner described in these foregoing recitals, and thereby receive a long-term benefit. The Common Council of the City hereby finds and determines that the Project will enhance and benefit the City, promote redevelopment, and add to the value of the City.
3. For these purposes, the Owner is hereby entering into this Agreement with the City in order to cause the undertaking of the Improvements and redevelop the Property for the benefit of the Owner consistent with this Agreement and as will produce revenues to the City through increased equalized value of real property.
4. By approving and entering into this Agreement, the City finds and determines that this Agreement and the Project are in the best interests of the City and of benefit to the community.
5. The further purpose of this Agreement is to facilitate the construction of the Improvements on the Property which shall increase the value of the Property and the City. This purpose shall more than adequately meet and greatly facilitate the intent and goals of the City and its land use development plans. But for the Owner's promises and agreements herein and representations herein and otherwise, the City would not enter into this Agreement. The City relies and relied upon such representations, promises, and agreements of the Owner for all of the City's purposes in undertaking the Project.

**B. OBLIGATIONS OF EACH PARTY.**

1. **CITY OBLIGATIONS.** In consideration of the Owners construction or cause of construction of the Improvements, the City shall provide the Owner the following development incentive:
  - (a) **Grant Funds.** The City has applied for a WEDC Community Development Investment Grant. If awarded, the City agrees to pass through funding assistance for demolition and rehabilitation efforts to the Owner in an amount equal to but not exceeding that which the City receives from



WEDC's Community Development Investment Grant Program for the purposes of redevelopment.

It is acknowledged, based on estimated expenses, the actual expenses for some items as listed may exceed the estimated cost while others may be less than estimated costs. It is further acknowledged that the grant funds the City passes through to the Owner will pay for actual expenses of those items with the understanding that the total amount payable shall not exceed the total of an award from WEDC, and Owner shall pay for any total costs exceeding that amount.

In consideration of Owners construction of the improvements on the Property and performance by the Owner of each and every of its other obligations set forth in this Agreement, but only in the event the Owner fulfills each and every obligation not otherwise waived in writing by the City and upon satisfactory written notice to the City by the Owner that all of the Owner's contingencies set forth in this Agreement are waived and/or satisfied, the City shall: reimburse the Owner up to the amount granted by WEDC for the cost of the items listed in Exhibit B. Said reimbursement shall be based on the Owner's submission of documentation of actual project costs with respect to improvements on the property to the City with a maximum reimbursement from the City of a WEDC Community Development Investment Grant award for the Project Costs. The Owner shall also provide documentation evidencing payments of total project costs. Total project costs less than the WEDC award shall reduce, dollar for dollar, the amount of reimbursement by the City.

(b) **Payment of Grant Funds.**

1. All requests for payment of any amount of awarded WEDC Community Development Investment Grant funds shall be made in writing to the City. Each request shall be signed by an authorized officer of the Party requesting payment and shall be accompanied by appropriate invoices from contractors or suppliers employed by said Party for work actually performed on the Project or materials used on the Project. Lien waivers shall be provided with each respective payment request.
2. After satisfactory supporting invoices have been received, the City will request payment of funds from WEDC. After receiving funds from WEDC, the City will then issue payment to requesting Party.
3. Notwithstanding any provisions of this Agreement, the total amount payable by the City pursuant to this Section shall be limited to the amount WEDC Awards for the Community Development Investment Grant for the Project of redeveloping 128 W. River Street.

4. The City is only obligated to pay such funds as received from WEDC.

2. **OWNER OBLIGATIONS.**

- (a) **Completion of Improvements.** Owner will be responsible at its cost for having plans and specifications for the Improvements approved by all local and state approving authorities, and then construct the Improvements in accordance with those approvals. Owner will achieve substantial completion of the Improvements in accordance with the schedule attached hereto as **Exhibit C** (the "**Schedule**"), subject to the force majeure provisions of Section C.4., below. The estimated cost of construction is \$8,200,000.
- (b) **Proof of Financing.** Owner will provide proof of financing prior to requesting any funds from City through the WEDC Community Development Investment Grant.
- (c) **Taxes.** The Owner shall pay or cause to be paid, promptly on or prior to the requisite due date, all real estate and personal property taxes levied on the Property.
- (d) **Permits and Approvals.** The Parties acknowledge that the Owner shall obtain all permits and approvals required by the City, with respect to redevelopment of the Property.
- (e) **Proof of Financing.** Owner will provide proof of financing for Phase 1 prior to requesting any funds from City through the WEDC Idle Sites grant.

C. **DEFAULT AND REMEDIES.**

- 1. **Events of Default.** Any one or more of the following may constitute an "**Event of Default**" under this Agreement:
  - (a) **Failure to Construct.** Failure of the Owner to construct or cause construction of the Project, as required by this Agreement and/or the related documents, and to secure substantial completion of the Improvements in accordance with the Schedule, subject to the force majeure provisions of Section E.5., below, is an Event of Default.
  - (b) **Noncompliance with Covenants.** Failure of the Owner to observe or perform any covenant set forth in this Agreement is an Event of Default.

- (c) **False Statements.** Any warranty, representation, or statement made or furnished to the City by or on behalf of the Owner, under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished, is an Event of Default.
  - (d) **Judgment.** Any judgment or judgments, writ or writs, or warrant or warrants of attachment, or any similar process or processes which is entered or filed against the Owner or the Property and remains un-vacated, un-bonded, or un-stayed for a period of ninety (90) days and which materially and adversely affects the Owner's ability to perform its respective obligations under this Agreement is an Event of Default.
  - (e) **Adverse Change in Financial Condition.** Any change which would have a material adverse effect on the ability of the Owner to perform under this Agreement is an Event of Default.
  - (f) **Bankruptcy or Similar Proceedings Initiated.** The Owner shall: (i) have entered involuntarily against it an order for relief under the United States Bankruptcy Code, as amended; (ii) not pay, or admit in writing its inability to pay, its debts generally as they become due; (iii) make an assignment for the benefit of creditors; (iv) apply for, seek, consent to, or acquiesce in, the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property; (v) commence any proceeding seeking to have entered against it an order for relief under the United States Bankruptcy Code as amended, to adjudicate it insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors or fail to file an answer or other pleading denying the material allegations of any such proceeding filed against it; or (vi) fail to contest in good faith any appointments or proceeding described below, is an Event of Default.
2. **Remedies.** If an Event of Default has occurred by the Owner and is not cured within thirty (30) days after written notice to Owner, the City may seek relief at law or in equity to which it may be entitled.
  3. **Fee Shifting to Prevailing Party.** Whenever any alleged Event of Default occurs and any Party shall employ attorneys or incur other expenses for the enforcement or performance or observance of any obligation or agreement on the part of a Party herein contained, the unsuccessful Party agrees that it shall pay to the successful Party or Parties, on demand, the reasonable attorney's fees, including any time spent by the City Attorney, and other expenses so incurred by the successful Party or Parties.
  4. **Force Majeure.** The obligations of the Parties to improve or cause improvement to the Property and otherwise perform under this Agreement, are each subject to

delay for causes beyond the reasonable control of such Party, including but not limited to, war, acts of God, labor strikes, unreasonably inclement weather, unavailability of materials and damage to work in progress by reason of fire or other casualty provided that the Party claiming such a delay must give notice of such event to the other Parties, the delay in performance is extended for no longer than the period of the event causing such delay, and the total delay does not exceed ninety (90) days.

#### **D. COVENANTS, REPRESENTATIONS AND WARRANTIES.**

1. **General Covenants, Representations and Warranties.** The Owner hereby covenants, represents, and warrants as follows solely with respect to the Owner:
  - (a) **Litigation.** There is no pending or, to the knowledge of the Owner, threatened action or proceeding before any court or administrative agency which will materially and adversely affect its financial condition, business or operation with respect to the Project or its abilities to perform its obligations under this Agreement.
  - (b) **Execution, No Violation.** The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Owner is a party.
  - (c) **Authorization.** The execution, delivery, and performance of this Agreement by the Owner has been duly authorized and does not conflict with, result in a violation of, or constitute a default under any provisions of its articles of incorporation or organization, or any agreement or other instrument binding upon it, or any law, governmental regulation, court decree, or order applicable to the Owner or to the Property.
  - (d) **Taxes.** The Owner will pay (or cause to be paid) when due all federal, state, and local taxes in connection with the Project.
  - (e) **Tax Exemption.** So long as this Agreement is in effect, the Owner shall not transfer the Property to any entity which qualifies for real property tax exempt status under Wis. Stat. 70.11. Further, the Property shall not be permitted to be used in any fashion that would render the Property exempt from property taxation. Notwithstanding the foregoing, unless otherwise restricted by Section G.1. of this Agreement, the Property may be transferred to any third party that does not qualify for such real property exemption without the consent or approval of the other Parties.

- (f) **Maintenance and Repair.** At all times after Substantial Completion of the Project, the Owner will keep and maintain (or cause Tenant to keep and maintain) the Property and the Improvements in good condition and repair.
- (g) **Damage to City Facilities.** In connection with the construction of the Improvements, the Owner will be responsible for any damage caused to any City facilities or improvements including roads, storm water systems, sewer and water facilities whether done by the Owner, their contractors, agents or employees, and for any repair or clean-up costs or expenses incurred by the City in taking remedial action reasonably related thereto; provided however that the City shall give the Owner reasonable notice of any such damage and a reasonable opportunity to cure.

**E. GENERAL PROVISIONS.**

**1. Binding Effect; Assignment.**

- (a) The obligations of the Owner under this Agreement shall be binding on their respective successors, successors in interest to title in the Property, and permitted assigns.
- (b) The Owner may assign its benefits under this Agreement at any time to any successor owner of the Property without the approval of the City; provided that (i) the Owner making such assignment promptly provides written notice thereof to the City, and (ii) the Owner will not be relieved of its obligations under this Agreement prior to the Substantial Completion of the Improvements without the express prior written consent of the City.
- (c) Any other assignment of this Agreement by the Owner shall require the express prior written consent of the City.

**2. Broker's and Consultant's Commissions.** The Owner has engaged with one or more brokers or consultants during this transaction. The City has not engaged with any brokers, finders or the like in connection with this transaction. Parties agree to indemnify and hold each other harmless from all claims, damages, costs or expenses of or for any other such brokerage fees or commissions resulting from their respective actions or agreements regarding the execution or performance of this Agreement, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other Party, including reasonable attorney's fees.

**3. Amendment/Modification.** This Agreement may be amended or modified only by a written amendment approved and executed by the Parties or their respective successors and assigns.

4. **Severability.** If any part, term, or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term, or provision and the rights of the Parties will be construed as if the invalid part, term, or provision was never part of the Agreement.
5. **Entire Agreement/Exhibits Incorporated.** This written Agreement and all **Exhibits** attached hereto shall constitute the entire Agreement between the Parties as of the Effective Date.
6. **Notice.** Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant Party at its address or e-mail address set forth below, or such other address or e-mail address as such Party may hereafter specify by notice to the other Parties provided by United States mail or email. Notices hereunder shall be addressed:

To the City:                   City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729  
Email: bhentschel@chippewafalls-wi.gov

To the Owner:               Wisconsin Farmers Union Service Association, LLC  
117 W. Spring Street  
Chippewa Falls, WI 54729  
Attn: Julie Bomar  
Email: jrbomar@wisconsinfarmersunion.com

Each such notice, request or other communication shall be effective (i) if given by e-mail, when such e-mail is transmitted to the email address specified in this Section 6 and a confirmation of such e-mail has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when personally delivered at the addresses specified in this Section 6.

7. **Recordation.** The City may record a copy of this Agreement, or a memorandum thereof, in the office of the Chippewa County Register of Deeds.
8. **Personal Jurisdiction and Venue.** Personal jurisdiction and venue for any civil action commenced by any Party arising out of this Agreement shall be deemed to be proper only if such action is commenced in Circuit Court for Chippewa County unless it is determined that such Court lacks jurisdiction. The Parties hereby consents to personal jurisdiction in Chippewa County. The Parties also expressly waive the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the Circuit Court for Chippewa County lacks jurisdiction.



9. **Construction of Agreement.** Each Party participated fully in the drafting of each and every part of this Agreement. This Agreement shall not be construed strictly in favor of or against any Party. It shall be construed simply and fairly to each Party.
10. **Applicable Law.** This Agreement shall be construed under the laws of the state of Wisconsin.
11. **Compliance with Laws.** The Parties shall comply with all federal, state and local laws with respect to the Project, including but not limited to laws governing building and construction, the environment, nondiscrimination, and employment and contracting practices, to the extent they are applicable.
12. **No Partnership.** The City does not in any way or for any purpose, become a partner, employer, principal, agent or joint venturer of or with the Owner by virtue of this Agreement.
13. **No Waiver.** No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by all Parties, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. No Party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other Parties.
14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

*(Remainder of Page Left Blank Intentionally, Signature Pages Follow)*

**SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

**CITY OF CHIPPEWA FALLS, WISCONSIN**

By: \_\_\_\_\_  
Greg Hoffman, Mayor

By: \_\_\_\_\_  
Bridget Givens, City Clerk  
(SEAL)

STATE OF WISCONSIN )  
                                          )ss  
CHIPPEWA COUNTY    )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, the above named Greg Hoffman, Mayor, and Bridget Givens, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, Wisconsin  
  
My Commission expires  
  
\_\_\_\_\_

**SIGNATURE PAGE FOR DEVELOPMENT AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

**WISCONSIN FARMERS UNION SERVICE ASSOCIATION, INC.,**  
a Wisconsin corporation.

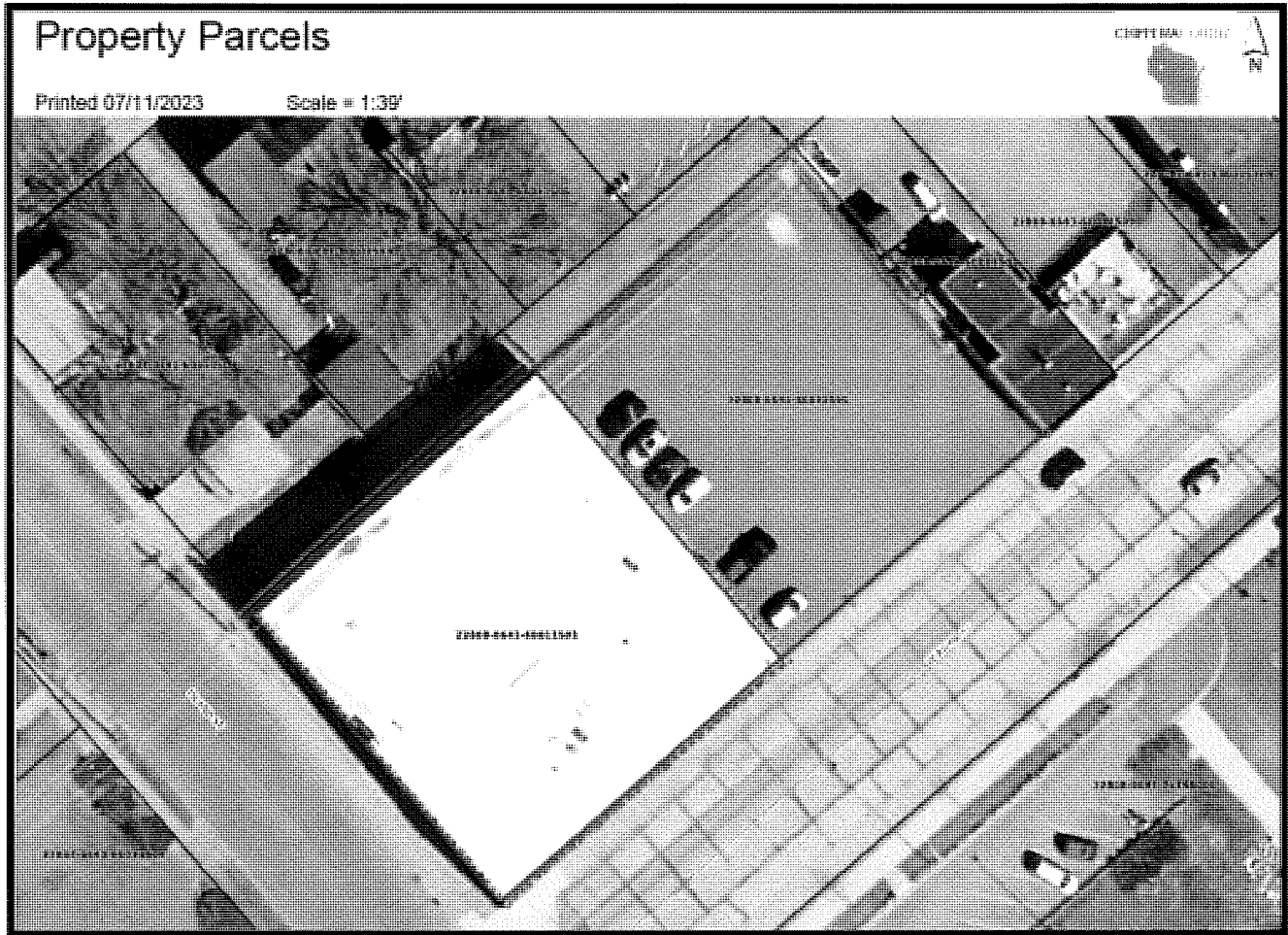
By: \_\_\_\_\_  
NAME, TITLE

STATE OF WISCONSIN  
: ss  
CHIPPEWA COUNTY

This instrument was acknowledged before me on \_\_\_\_\_, 2023, by NAME, TITLE of WISCONSIN FARMERS UNION SERVICE ASSOCIATION, INC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Seal] \_\_\_\_\_ ( \_\_\_\_\_ )  
Notary Public, State of Wisconsin  
My commission \_\_\_\_\_

Exhibit A - Property



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.

## Exhibit B – Project Estimate

Wisconsin Farmers Union  
 WFU New Location Offices Food Hall and Residential  
 Chippewa Falls, WI



**GREENFIRE**  
 BUILDERS OF THE FUTURE

June 8, 2023

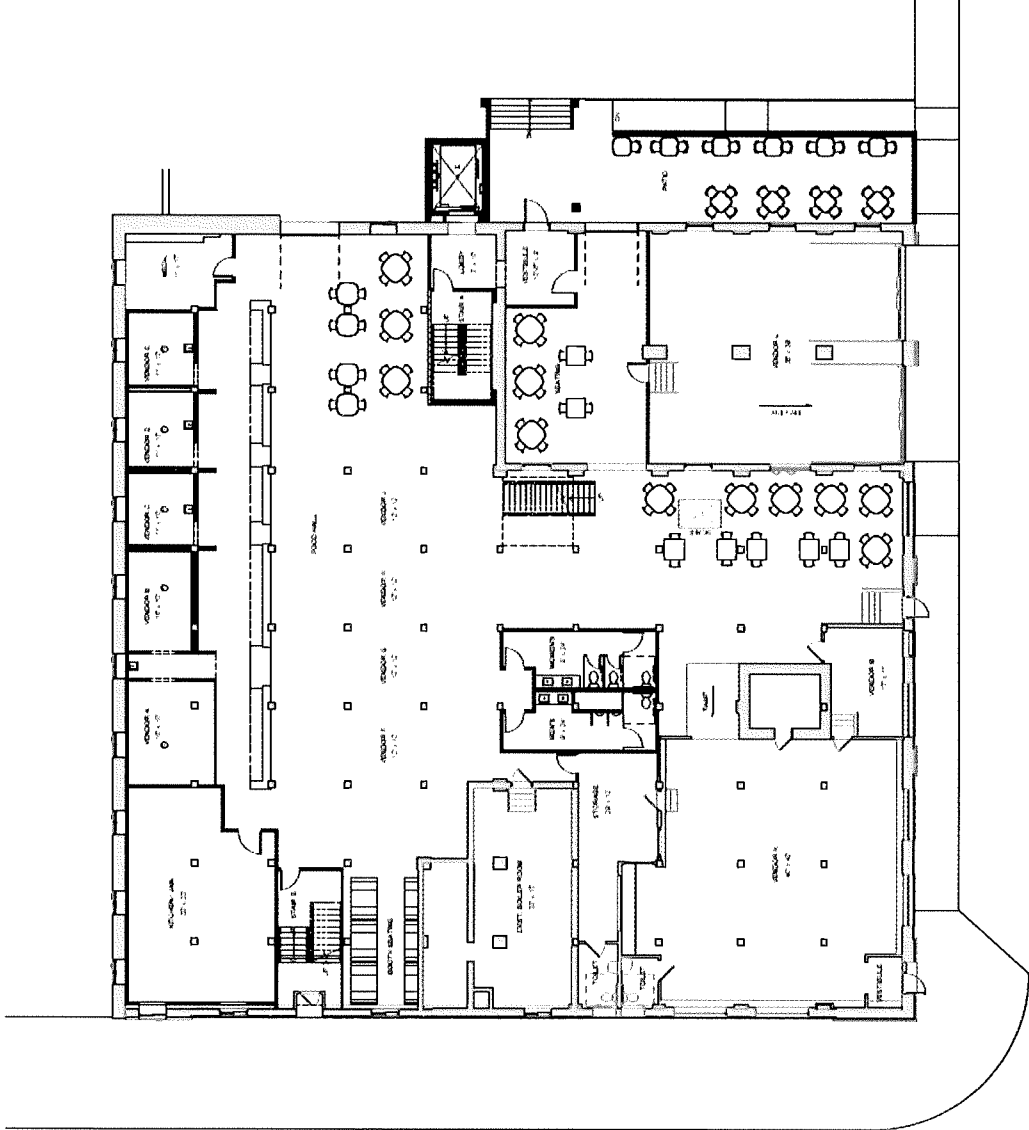
### TOTAL PROJECT FORECAST SUMMARY

PROJECT FORECAST SUMMARY		Per GSF	Total	Responsibility	Comments
<b>1.0 CONSTRUCTION</b>	<b>GSF</b>				
	<b>43,923</b>				
1.01	Existing Site & Structure Demolition		\$0	OWNER	
1.02	First Floor Estimate Detail	14,543	\$145,590	\$2,117,284	GMS
1.03	Second Floor Estimate Detail	14,660	\$125,720	\$1,940,760	GMS
1.04	Third Floor Estimate Detail	14,620	\$140,680	\$2,050,531	GMS
1.05	Circulation (Stairwells and Elevator) Estimate Detail	1,993	\$413,311	\$823,732	GMS
1.05	Rooftop Amenity Estimate Detail	951	\$164,900	\$161,770	GMS
1.07	Stewwork including Deck Estimate Detail	48,867	\$2,720	\$127,777	GMS
1.07	- Permits Allowance			\$20,000	GMS
1.08	- Seasonal Conditions Allowance			\$20,000	GMS
1.09	- Exterior Building Signage Allowance			\$25,000	GMS
1.10	- Monumental Site Signage Allowance			\$35,000	GMS
1.11	Escalation Contingency	0.00%		\$0	OWNER
1.12	Estimating & Design Contingency	5.00%		\$362,193	OWNER
1.13	CM Construction Contingency	3.00%		\$229,181	GMS
1.14	CM General Liability Insurance	1.00%		\$78,342	GMS
1.15	CM Fee	4.00%		\$316,503	GMS
1.16	CM Payment and Performance Bond	0.00%		\$0	GMS
	<b>Subtotal:</b>		<b>\$187,350</b>	<b>\$8,229,074</b>	
<b>2.0 DESIGN &amp; CONSULTANT COSTS</b>					
2.01	Architectural & Structural Design Services		\$0	OWNER	
2.02	MEPP Design Services			Included in 1.0	GMS
2.03	Civil Engineering Design Services		\$0	OWNER	
2.04	Landscaping Design Services		\$0	OWNER	
2.05	Geotechnical Services / Soil Borings / Testing		\$0	OWNER	
2.06	Phase 1 ESA		\$0	OWNER	
2.07	Phase 2 ESA		\$0	OWNER	
2.08	Hazardous Materials Consultant - Asbestos Inspection		\$0	OWNER	
2.09	Hazardous Materials Consultant - Asbestos Design Directive		\$0	OWNER	
2.10	Hazardous Materials Consultant - Asbestos Oversight & Clearance Sampling		\$0	OWNER	
2.11	UST Removal & Assessment		\$0	OWNER	
2.12	Site Investigation Plan, Soil Management, Oversight & Remedial Action Plan		\$0	OWNER	
2.13	Energy Modeling Consultant		\$0	OWNER	
2.14	Enclosure Consultant		\$0	OWNER	
2.15	Consultant Reimbursable Charges		\$0	OWNER	
2.16	Escalation Contingency	0.00%		N/A - By Owner	
2.17	Estimating & Design Contingency	5.00%		N/A - By Owner	
2.18	CM Construction Contingency	3.00%		N/A - By Owner	
2.19	CM General Liability Insurance	1.00%		N/A - By Owner	
2.20	CM Fee	4.00%		N/A - By Owner	
2.21	CM Payment and Performance Bond	0.00%		N/A - By Owner	
	<b>Subtotal:</b>		<b>\$0.00</b>	<b>\$0</b>	
<b>3.0 INSPECTIONS, TESTING, and PERMIT FEES</b>					
3.01	Plan Examination Fees		\$0	OWNER	
3.02	Permits Allowance				
3.03	- Early Start Footings & Foundation Permits		\$0	GMS	
3.04	- Building Permits			Included in 1.0	GMS
3.05	- MEPP Permits			Included in 1.0	GMS
3.06	- Property Record Maintenance Fees		\$0	OWNER	
3.07	- Occupancy Permits			Included in 1.0	GMS
3.08	- Temporary Public Right-of-Way Closure Permits			Included in 1.0	GMS
3.09	- Demolition Permits		\$0	OWNER	
3.10	- Excavation Permits		\$0	OWNER	
3.11	- Water Service Relocation, Connection, Impact and/or Tapping Fees		\$0	OWNER	
3.12	- Storm & Sanitary Sewer Impact and/or Connection Fees		\$0	OWNER	
3.13	Utility Infrastructure Fees		\$0	OWNER	
3.14	(incl's demo, disconnects, relocations, and new service connection fees)		\$0	OWNER	
3.15	Relocations		\$0	OWNER	
3.16	- Electrical Service Infrastructure Relocation Fees		\$0	OWNER	
3.17	- Gas Service Infrastructure Relocation Fees		\$0	OWNER	
3.18	- Phone Service Infrastructure Relocation Fees		\$0	OWNER	
3.19	- CATV Service Infrastructure Relocation Fees		\$0	OWNER	
3.20	- Traffic and/or Street Light Relocation Fees		\$0	OWNER	
3.21	New Service:		\$0	OWNER	
3.22	- Gas Service Infrastructure Design & Installation Fees		\$0	OWNER	
3.23	- Electrical Service Infrastructure Design & Installation Fees		\$0	OWNER	
3.24	- Phone Service Infrastructure Design & Installation Fees		\$0	OWNER	
3.25	- CATV Service Infrastructure Design & Installation Fees		\$0	OWNER	
3.26	Construction Materials and Soil Testing			Included in 1.0	GMS

**TOTAL PROJECT FORECAST SUMMARY**

PROJECT FORECAST SUMMARY		Per GSF	Total	Responsibility	Comments
3.27	Building Commissioning		\$0	OWNER	
3.28	Building Envelope/Enclosure Testing		\$0	OWNER	
3.29	Escalation Contingency	0.00%	N/A - By Owner		
3.30	Estimating & Design Contingency	5.00%	N/A - By Owner		
3.31	CM Construction Contingency	3.00%	N/A - By Owner		
3.32	CM General Liability Insurance	1.00%	N/A - By Owner		
3.33	CM Fee	4.00%	N/A - By Owner		
3.34	CM Payment and Performance Bond	0.00%	N/A - By Owner		
	<b>Subtotal:</b>		<b>\$0.00</b>	<b>\$0</b>	
<b>4.0 FURNISHINGS, OPERATING SUPPLIES &amp; EQUIPMENT COSTS</b>					
4.01	Furniture, Filing Cabinets - (Desks, Chairs, etc.)		\$0	OWNER	
4.02	Rental Equipment		\$0	OWNER	
4.03	Kitchen Smallwares - (Plates, Dishes, Silverware)		\$0	OWNER	
4.04	Common Laundry Room Equipment		\$0	OWNER	
4.05	Kitchen Equipment		\$0	OWNER	
4.06	Refrigeration Equipment		\$0	OWNER	
4.07	Merchandising Equipment & Shelving		\$0	OWNER	
4.08	POS / Self Check Out Systems		\$0	OWNER	
4.09	Janitorial & Kitchen Supplies & Equipment		\$0	OWNER	
4.10	Interior Building Signage Allowance		\$0	OWNER	
4.11	Integrated Artwork		\$0	OWNER	
4.12	Tools & Equipment		\$0	OWNER	
4.13	Network and Computers		\$0	OWNER	
4.14	Audio / Visual		\$0	OWNER	
4.15	Voice & Data		\$0	OWNER	
4.16	Security & Surveillance Systems		\$0	OWNER	
4.17	Mock-Up FFE		\$0	OWNER	
4.18	Escalation Contingency	0.00%	N/A - By Owner		
4.19	Estimating & Design Contingency	5.00%	N/A - By Owner		
4.20	CM Construction Contingency	3.00%	N/A - By Owner		
4.21	CM General Liability Insurance	1.00%	N/A - By Owner		
4.22	CM Fee	4.00%	N/A - By Owner		
4.23	CM Payment and Performance Bond	0.00%	N/A - By Owner		
	<b>Subtotal:</b>		<b>\$0.00</b>	<b>\$0</b>	
<b>5.0 OTHER PROJECT COSTS</b>					
5.01	Land Purchase		\$0	OWNER	
5.02	Builder's Risk Insurance		\$0	OWNER	
5.03	Appraisals, Titles, Docs		\$0	OWNER	
5.04	Startup - Merchandise Materials, Setup, Hiring, & Training		\$0	OWNER	
5.05	Moving, Marketing, Legal, & Financing		\$0	OWNER	
5.06	Operational Costs		\$0	OWNER	
5.07	Owner Contingency		\$0	OWNER	
	<b>Subtotal:</b>		<b>\$0.00</b>	<b>\$0</b>	
<b>TOTAL PROJECT FORECAST</b>			<b>\$187.35</b>	<b>\$8,228,074</b>	
<b>NOTES &amp; CLARIFICATIONS</b>					
These estimates are provided as a rough order of magnitude of forecasted costs. The scope of work needs to be further defined to refine these numbers. See the Estimate Narrative for Additional Information.					

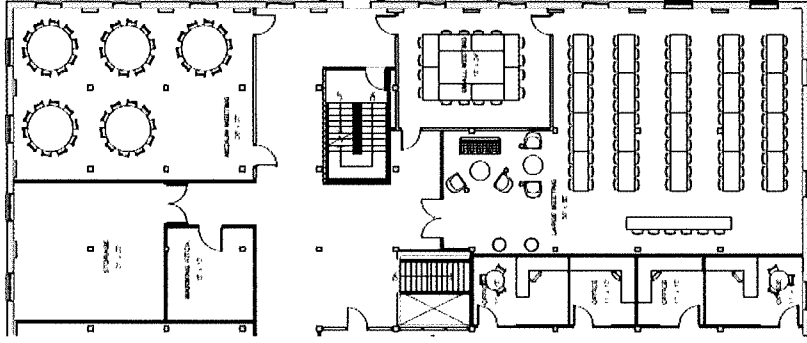
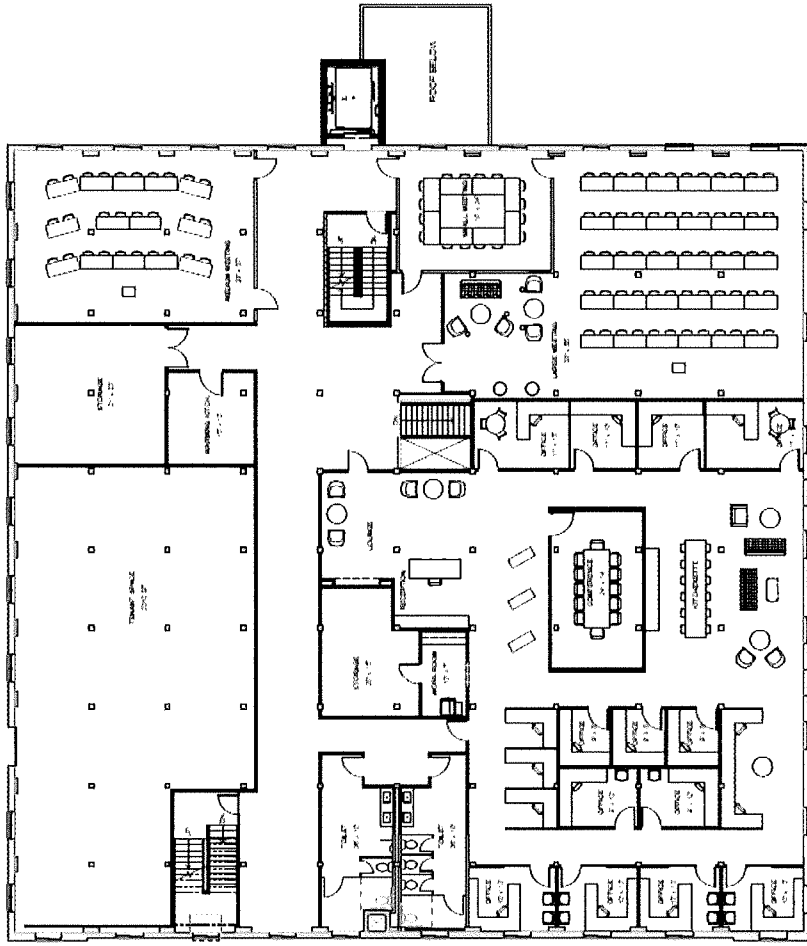




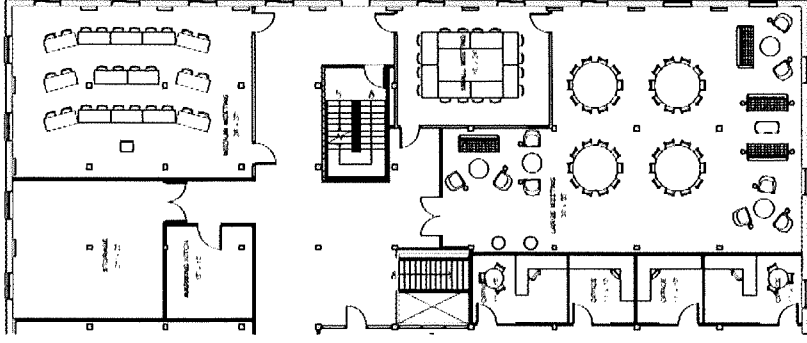
WFU RIVERFRONT RENOVATION

FIRST FLOOR PLAN

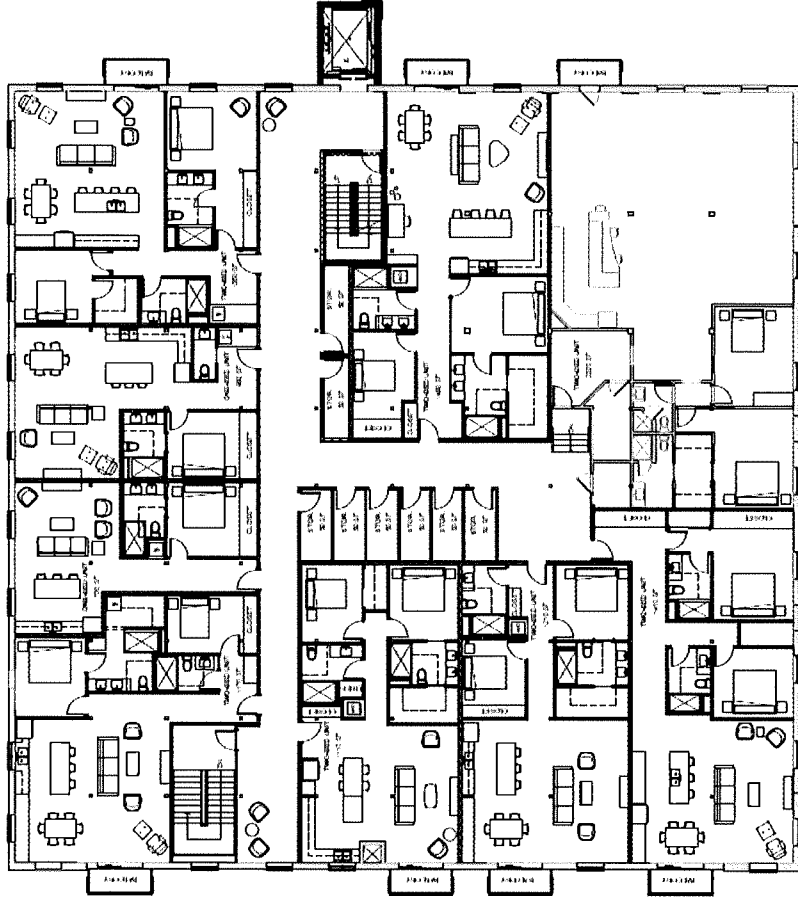
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2 MEETING ROOM ALTERNATE PLAN  
1/8" = 1'-0"



3 MEETING ROOM ALTERNATE PLAN  
1/8" = 1'-0"



WIFU RIVERFRONT RENOVATION

THIRD FLOOR PLAN

2023-04-27

1/8" = 1'-0"

Architect: Studio EA, Inc. | Interior Designer: Studio EA, Inc. | Project Number: 2023-04-27

Exhibit C – Completion Schedule

Construction Start: November 2, 2023

Substantial Completion: August 30, 2024

Final Completion: September 30, 2024