

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, February 3, 2015 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of January 20, 2015.
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 Calvin Staves acknowledging his years of committed service to the City of Chippewa Falls.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of January 26, 2015.
7. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
 - (b) Consider Application for Temporary Class "B" Beer / "Class B" Wine Retailer's License from the Chi Hi Athletic Booster Club for the Chi Hi Athletic Booster Club Raffle Extravaganza to be held on April 16 - 19, 2015 at the Northern Wisconsin State Fairgrounds.
 - (c) Consider Application for a Class "B" Dance and Live Music License from Darrel Hazelton for Rookie's Pub, 616 N. Bridge Street.
8. **PETITIONS** - None
9. **MAYOR ANNOUNCES APPOINTMENTS**
 - (a) Consider appointment of Darlene Wagers as an Election Inspector. Action on this appointment scheduled for February 17, 2015.
10. **MAYOR'S REPORT** - None
11. **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 January 28, 2015. *(minutes to be distributed prior to meeting)*
 - (b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of January 20, 2015.
 - (c) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of February 3, 2015. *(minutes to be distributed prior to meeting)*
 - (d) Consider Committee on Committees minutes of January 28, 2015.
 - (e) Consider Department Head Review Committee minutes of January 28, 2015. *(minutes to be distributed prior to meeting)*
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) First Reading of **Ordinance #2015-02 Entitled:** An Ordinance Amending the Conditional Uses In the O-2 Professional Office and Institutional District Zoning Code Section to Include Additional Conditional Uses, Section 17.27.5 (7) of the Chippewa Falls Municipal Code.

13. ORDINANCES (continued)

(b) First Reading of Ordinance #2015-03 Entitled: An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding Lots 1-6, 12-18 and parts of Lots 7, 10 and 11, Block 6, Zielie's Addition, located North of South Avenue, East of Chippewa Crossing Boulevard and South of Garden Street - rezoned from R-1C Single Family Residential District to R-2 Two Family Residential District).

(c) First Reading of Ordinance #2015-04 Entitled: An Ordinance Granting a Special Use Permit to Operate and Maintain a Craft Micro Brewery and Distillery Located at #402-#406 West River Street, on Parcel #88, Lots #4 and #5, Block #17, Chippewa Falls Plat.

(d) First Reading of Ordinance #2015-05 Entitled: An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding Parcel #88, Lots 4 and 5, Block 17, Chippewa Falls Plat, located at 402-406 W River Street).

14. RESOLUTIONS

(a) Consider Resolution #2015-03 Entitled: Resolution (regarding sale of real estate located on Olson Drive to convey title to John H. and LeAnn C. Nelson Revocable Trust).

(b) Consider Resolution #2015-04 Entitled: Preliminary Resolution Declaring Intent to Levy Special Assessments under Chapter 66.0701 Wisconsin Statutes & Chapter 3.08 of the Code of Ordinances of the City of Chippewa Falls, Wisconsin.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss/consider the proposal from Ehlers, Inc. to assist the City to amend TIF District #12.
(proposal to be provided prior to meeting)

16. CLAIMS

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

17. CLOSED SESSION

(a) Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session" to discuss/consider possible purchase of property located at 346 E Park Avenue.

May return to Open Session.

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 January 29, 2015 at 4:00 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, January 20, 2015 in the City Hall Council Chambers. Council President George Adrian called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Paul Olson, Edward Martin, and George Adrian. Absent was Mayor Hoffman.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Wendy Stelter, City Clerk Bridget Givens and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hanke/Kiefer to approve the minutes of the Regular Council Meeting of January 6, 2015. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Karen Polzin, 405 W Vine St, appeared to express her concern about constructing the extension of Chippewa Mall Drive from the Northridge Center to Chippewa Crossing Blvd and adding sewer and water at a later date.

(b) Randy Dresel, 346 E Park Avenue, questioned if the new street would have to be patched if sewer and water were added at a later date.

PUBLIC HEARINGS

(a) Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer explained the current zoning description of the property. Council President George Adrian opened a Public Hearing regarding the proposed change of districts in the Zoning Ordinance for Parcels 3386 and 3387; Lots 13, 14 and the west 50' of Lot 15; Block 2, Pounds Addition, City of Chippewa Falls located at 250 and 258 W Elm Street - rezoned from R-1B Single Family Residential District to C-2 General Commercial District at 6:39 pm. Todd Blaeser appeared in support of rezoning - indicating the zoning will then match the current use of the property. There being no further requests to speak, the hearing was closed at 6:40 pm.

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works meeting of January 12, 2015 was cancelled due to lack of agenda items.

(b) Motion by Mason/Hull to approve the Plan Commission minutes of January 12, 2015. **Roll Call Vote: Aye - Mason, Hull, Olson, Martin, Hanke, Kiefer. Motion carried.**

APPLICATIONS

(a) Motion by Hanke/Olson to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.** John Sarafin, 11046 18th Avenue, appeared to appeal the denial of his Operator (Bartender) License as recommended by the Police Department. **Motion by Hanke/Kiefer** to approve granting an Operator (Bartender) License to John Sarafin. **Roll Call Vote: Aye - Hanke, Kiefer, Mason, Hull, Olson, Martin. Motion carried.**

(b) Motion by Hull/Kiefer to approve the Street Use Permit Application from Karen Swanson for the Chilly Chippewa 5K/1 Mile Run Walk to be held on March 7, 2015 on various City streets. **All present voting aye, motion carried.**

(c) Motion by Kiefer/Mason to approve the Application for Temporary Class "B" Beer / "Class B" Wine Retailer's License from the Chippewa Falls Masonic Lodge for a Spaghetti Dinner to be held on February 13, 2015 at 650 Bridgewater Avenue. **All present voting aye, motion carried.**

(d) Motion by Hanke/Olson to approve the conditional surrender from Paul Peters, Serene Investments, LLC (Town Pump, 616 N Bridge Street) of his Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Darrel Hazelton. **All present voting aye, motion carried.**

APPLICATIONS (continued)

(e) Motion by Kiefer/Olson to approve the Original Alcohol Beverage Retail License Application from Darrel Hazelton for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Rookie's Pub located at 616 N Bridge Street. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

COUNCIL COMMITTEE REPORTS

(a) Motion by Mason/Hull to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of January 20, 2015. **Roll Call Vote: Aye - Mason, Hull, Olson, Martin, Kiefer; No - Hanke. Motion carried.**

(b) Motion by Hanke/Kiefer to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of January 13, 2015. **Roll Call Vote: Aye- Hanke, Kiefer, Mason, Hull, Olson, Martin. Motion carried.**

(c) Motion by Hanke/Kiefer to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of January 14, 2015. **Roll Call Vote: Aye- Hanke, Kiefer, Mason, Hull, Olson, Martin. Motion carried.**

(d) Motion by Kiefer/Mason to approve the Committee #4 Recycling, Computerization, Building and Intergovernmental Services minutes of January 14, 2015. **All present voting aye, motion carried.**

(e) The Park Board minutes of January 13, 2015 were presented.

(f) The Library Board minutes of December 10, 2014 were presented.

REPORT OF OFFICERS - None

ORDINANCES

(a) Motion by Mason/Hanke to approve **Ordinance #2015-01 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding Parcels 3386 and 3387 located at 250 and 258 W Elm Street - rezoned from R-1B Single Family Residential District to C-2 General Commercial District). **Roll Call Vote: Aye - Mason, Hanke, Kiefer, Hull, Olson, Martin. Motion carried.**

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Rubenzer advised of the Water Utility receiving the WEAU Sunshine Award and recognized the Water Utility Staff for their hard work.

(b) Rubenzer advised of the Water Utility receiving the Wisconsin Rural Water Association Presidential Award which acknowledged the department's efforts during the service freeze-ups last year.

(c) Rubenzer advised of the City of Chippewa Falls earning the Groundwater Guardian designation for 2014 and shared information about program participation.

(d) Motion by Hanke/Kiefer to ratify the labor agreement between the City of Chippewa Falls and the Chippewa Falls Professional Police Association. **Roll Call Vote: Aye - Hanke, Kiefer, Mason, Hull, Olson, Martin. Motion carried.**

CLAIMS

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

City General Claims:	\$264,877.71
Authorized/Handwritten Claims:	\$2,534,436.11
Department of Public Utilities:	\$68,436.16
Total of Claims Presented	<u>\$2,867,749.98</u>

Roll Call Vote: Aye – Hull, Hanke, Kiefer, Mason, Olson, Martin. Motion carried.

CLAIMS (continued)

(b) Motion by Hanke/Kiefer to refer the claim submitted by Curtis Crawford, 121 W Spruce Street, to the insurance company. **All present voting aye, motion carried.**

(c) Motion by Hanke/Kiefer to refer the claim submitted by Elmer Roshell, 410 E Columbia Street, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by Mason/Hanke to adjourn at 7:07 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - JANUARY 20, 2015

NAME	ADDRESS
MARLENE BANK NIDEUSA	5734 192 nd St NE
Greg Dressel	346 E Garfield C.D.
[Signature]	1304 Pine CE
Steven Polzin	405 W. Vine St
Mr. Mueller & Karen Mueller	3903 138th St. C.F.
CHANNES KEVIN FIFTHEN	RICE LAKE. COLONEL HANCOCK
Julia Blue	719 Jeffrey Ct. C.F.
Jshu Sarantia	11046 18 th AVE C.F.
Joshua Greinapp	1725 Brickyard Ln C.F.
BRIAN GIENAPP	1725 Brickyard Lane C.F.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JANUARY 26, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, January 26, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Council President George Adrian. Absent was Darrin Senn. Todd Blaeser, representing the West Hill Bar and Grill was also present at the meeting.

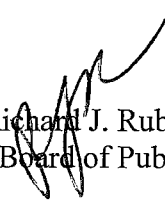
1. **Motion** by Bauer, seconded by Adrian to approve the minutes of the December 8, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Director of Public Works Rubenzer stated that in response to the September 30, 2014 letter of non-compliance that the water utility received from WDNR, the City is required to update City Municipal Code Chapter 13.06 Private Well Abandonment so it is compliant with state Natural Resource Code 810.16 by March 30, 2015. The Board discussed that this is another unfunded mandate issued by WDNR. Rubenzer proposed the attached update. After additional discussion, **Motion** by Hoffman, seconded by Adrian to recommend the attached proposed draft update of Municipal Code Chapter 13.06 Private Well Abandonment be forwarded to City Attorney Ferg and WDNR for comments and then to the Common Council for consideration and approval. **All present voting aye. MOTION CARRIED.**

3. Todd Blaeser representing the West Hill Bar and Grill, appeared to request wayfinding Signs in street right-of-ways as shown on the attached sign detail. DPW Rubenzer stated that through correspondence with WDOT personnel, he learned that off premise signs are not allowed in any State Trunk Highway or connecting street right-of-ways. Wayfinding signs are permitted and allowed through WDOT but only for public destinations such as schools, courthouses, city halls, local parks, police stations, museums and similar type public owned or leased facilities for public use OR privately owned non-profit facilities open to the public. Retail, business or manufacturing type facilities are NOT eligible for wayfinding signs. It was noted that there are numerous signs already in existing locations on Bay, Rushman, High, Jefferson and Elm Street right-of-ways. Rubenzer said he would check for permits and noted that existing permitted community wayfinding signs would be allowed to remain until the end of their useful life or December 31, 2015, whichever came first. Mr. Blaeser persisted that he would like the requested signs at Park Place and Elm Street and also on Elm Street, East of Jefferson Avenue. Rubenzer stated that the street privilege permit process had been used previously but that he didn't think additional signs in the Downtown area were a good idea. Rubenzer noted that off-premise signs on private property would be covered in Chapter 19 of the Chippewa Falls Municipal Code and administered by City Inspector Paul Lasiewicz. Council President Adrian suggested that if thirty existing establishments requested four signs, there would be one hundred, twenty new signs. Mayor Hoffman noted that the street privilege permit would be a Common Council action (resolution), and that the Common Council was

trying to eliminate proliferation of signs in the downtown area. Council President Adrian suggested Rubenzer check into who would be the sign “police” for existing business signs in street right-of-way and to bring the topic before the Committee of the Whole.
No action was taken.

4. The Board considered the attached Stormwater Annual Report for 2014. Rubenzer noted that some of the optional items for 2014 were not yet on the form.
Motion by Hoffman, seconded by Adrian to recommend the Common Council approve the attached City of Chippewa Falls Stormwater Annual Report under MS4 General Permit No. WI-5050075-2. **All present voting aye. MOTION CARRIED.**
5. **Motion** by Adrian, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on Monday, December 22, 2014 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, DECEMBER 22, 2014

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, December 16, 2014 at 1:30 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 8, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 8, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Council President George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, City Planner Jayson Smith, Tim Marko of S.E.H. and Todd Blaeser.

1. **Motion** by Senn, seconded by Bauer to approve the minutes of the November 10, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

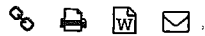
2. Todd Blaeser appeared to request four off-premise wayfaring signs, (attached), for the West Hill Bar and Grill. DPW Rubenzer stated that the City and Main Street had been working toward reducing the proliferation of signs in the downtown Central Business District over the past few years. Council President Adrian noted that if all of the approximately thirty Bar/Taverns in the City requested four signs that there would be about 120 new signs placed. Mr. Blaeser stated he would supply or pay for the signs and also maintenance or replacement of the signs. Rubenzer noted that the Board had placed some requirements for off-premise signing in public street right-of-way for a previous request. Additional discussion occurred about the sign request and setting a precedent.
Motion by Adrian, seconded by Rubenzer to table the sign request of the West Hill Bar and Grill until a future Board meeting at which time the Board of Public Works would consider previous requirements for off-premise signing in public street right-of-way. **All present voting aye. MOTION CARRIED.**

3. Tim Marko of S.E.H. appeared to present the attached engineering agreement for Phase I of the Downtown Riverfront Park and Gateway Parking Lots Project. Tasks included in the agreement are:
 - 1) Preliminary engineering design, surveying and permitting for bringing the 30% master plan to a point where Phase I can be constructed.
 - 2) Final plans, specs and bidding assistance for Phase I of the plan.
 - 3) Engineering inspection and construction for Phase I of the plan.City Planner Smith added that many of the tasks, (survey and permitting), would be one time costs and useable for all phases. Board member Senn asked for an estimate of Phase II and Phase III engineering costs. Mr. Marko stated that the estimates would depend on the amenities and features implemented for Phase II and Phase III. Finance Manager Bauer asked what date the funding would be necessary.
Motion by Senn, seconded by Rubenzer to recommend the Common Council approve the agreement with S.E.H. for preliminary engineering surveying and permitting for the Downtown Riverfront Park and Gateway Parking Lots Project and for final engineering design, bidding and administration, staking, engineering inspection for the construction of Phase I. Estimate for this agreement is \$362,600, including \$75,000 from previous grant. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Bauer, seconded by Adrian to adjourn. **All present voting aye. MOTION CARRIED.**
The Board of Public Works meeting adjourned at 6:02 P.M.


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

13.06 - PRIVATE WELL ABANDONMENT. (Rep. & recr. #86-35)



- (1) **PURPOSE.** To prevent unused and/or improperly constructed wells from serving as a passage for contaminated surface or near surface waters or other materials to reach the usable groundwater. These wells must be properly filled and sealed.
- (2) **COVERAGE.** All private wells located on any premises which is served by the public water system of the City shall be properly filled by January 1, 1987. Only those wells for which a well operation permit has been granted by the Department of Public Utilities may be exempted from this requirement, subject to conditions of maintenance and operation.
- (3) **WELL OPERATION PERMIT.** A permit may be granted to a well owner to operate a well for a period if the following requirements are met. Application shall be made on forms provided by the Department of Public Utilities.
 - (a) The well and pump installation meet the requirements of Ch. NR 112, Wis. Adm. Code, and a well constructor's report is on file with the Department of Natural Resources or certification of the acceptability of the well has been granted by the private water supply section of the Department of Natural Resources.
 - (b) The well produces bacteriologically safe water as evidenced by 3 samplings 2 weeks apart.
 - (c) The proposed use of the well can be justified as being necessary in addition to water provided by the public water system.
 - (d) No physical connection shall exist between the piping of the public water system and the private well.
- (4) **METHODS.** Wells to be abandoned shall be filled according to the procedures outlined in Ch. NR 112, Wis. Adm. Code. The pump and piping must be removed and the well checked for obstructions prior to plugging. Any obstruction or liner must be removed.
- (5) **REPORTS AND INSPECTION.** A well abandonment report must be submitted by the well owner to the Department of Natural Resources on forms provided by that agency, available at the office of the Department of Public Utilities. The report shall be submitted immediately upon completion of the filling of the well. The filling must be observed by a representative of this City.
- (6) **PENALTIES.** Any person violating any provision of this section shall upon conviction be punished by a forfeiture not less than \$50 nor more than \$200 together with the cost of prosecution. Each 24 hour period during which a violation exists shall be deemed and constitute a separate offense.

WASTEWATER

(Rep. & recr. #86-35)

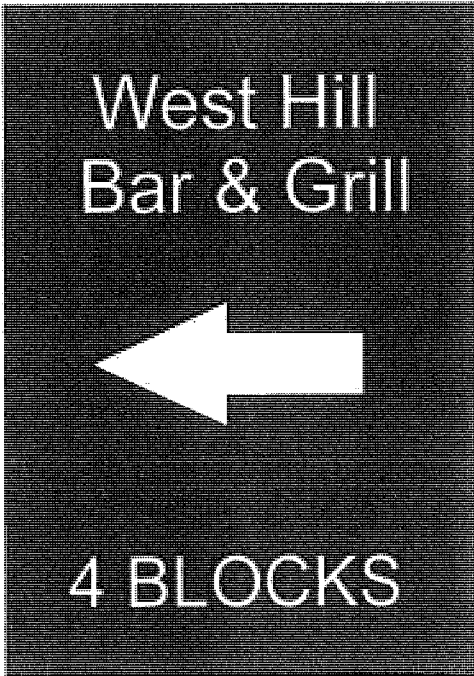
13.06 PRIVATE WELL ABANDONMENT Repealed and Recreated Ordinance #2015-?

- 1) **PURPOSE:** To prevent unused, unsafe and non-complying wells from acting as vertical conduits for aquifer contamination or as sources of unsafe water that could enter the public water system through cross connections.
- 2) **COVERAGE:** All private water supply wells located on any premises within the City of Chippewa Falls corporate limits that do not have valid operational permits issued pursuant to paragraph 3) below, wells which are not routinely used, wells which are in non-compliance with Chapter NR 812 or wells which test bacteriologically unsafe, shall be properly sealed and abandoned in accordance with Chapter NR 812 by a date not to exceed one year from date of connection to the City of Chippewa Falls Municipal Water Supply or date of discovery or construction.
- 3) **WELL OPERATION PERMIT:** Private water supply wells as defined in paragraph 2) above shall meet the following requirements:
 - a. The private use of the well can be justified as being necessary in addition to the water supplied by the City of Chippewa Falls Municipal Water Supply System and permitted by the City of Chippewa Falls Water Utility.
 - b. Wells shall be safe, functional and in compliance with the most recent editions of Chapter NR 812.
 - c. The well produces bacteriologically safe water as evidenced by producing three safe samples with at least two weeks between samples for the initial permit application.
 - d. Well permits are renewable not less frequently than five years.
 - e. A minimum of one safe sample be taken prior to reissuing the permit to establish that the water continues to be bacteriologically safe.
 - f. The well and pump system shall be evaluated by a licensed well driller or pump installer and certified to comply with Chapter NR 812, subchapter IV prior to issuing the initial permit and no less than every ten years afterwards.
 - g. No physical cross connection shall exist between the City of Chippewa Falls Municipal Supply System and the private well.
- 4) **REPORTS AND INSPECTION:** Well seal and abandonment reports must be submitted by the well owner to the Department of Natural Resources immediately upon sealing and abandonment of the private well.
- 5) **PENALTIES:** Any person violating any provision of this section shall upon conviction be punished by a forfeiture of not less than \$50 nor more than \$200 in addition to the cost of prosecution. Each 24 hour period during which a violation exists shall be deemed and constitute a separate offense.

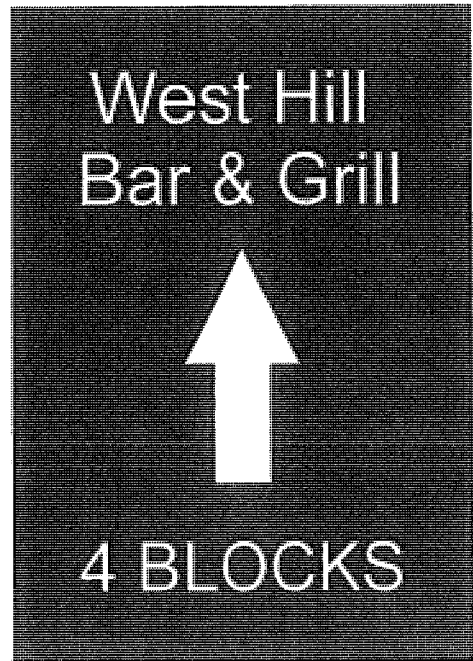
NR 810.16 Local well regulation program. Water suppliers for municipal water systems and communities served by a municipal water system, shall implement a program for the regulation of wells which are not part of the municipal water system and are located on premises served by the municipal water system. Regulation is required to prevent unused, unsafe and noncomplying wells from acting as vertical conduits for aquifer contamination or as sources of unsafe water that could enter the public water system through cross connections. Implementation shall be by local ordinance or utility rule. The ordinance or rule shall include:

- (1) A requirement that all water supply wells that do not have valid operational permits issued pursuant to sub. (2), wells which are not routinely used, wells which are in noncompliance with ch. NR 812, or wells which test bacteriologically unsafe, shall be properly sealed and abandoned in accordance with ch. NR 812 by an established date not to exceed one year from date of connection to the public system, or date of discovery or construction.
- (2) Provisions for a well operation permit renewable not less frequently than every 5 years that will allow retention and operation of wells which are safe and in compliance with ch. NR 812 with the limitation that the well shall be functional and the owner shall demonstrate a need for use. The permit shall require:
 - (a) That a minimum of one safe sample be taken prior to issuing or reissuing the permit to establish that the water is bacteriologically safe.
 - (b) That the well and pump system be evaluated by a licensed well driller or pump installer and certified to comply with ch. NR 812 subch. IV, prior to issuing the initial permit and no less than every 10 years afterwards.
 - (c) Prohibition of unapproved cross-connections between any private well and pump installations and the municipal water system.
- (3) Written documentation of the well and pump inspection indicating compliance with ch. NR 812 requirements using standardized forms provided by the department.
- (4) Submission of a copy of the well regulation ordinance or rule to the department.

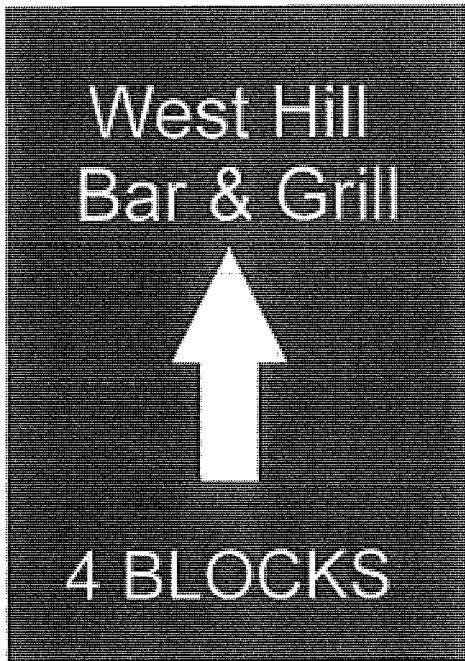
History: CR 09-073: cr. Register November 2010 No. 659, eff. 12-1-10.



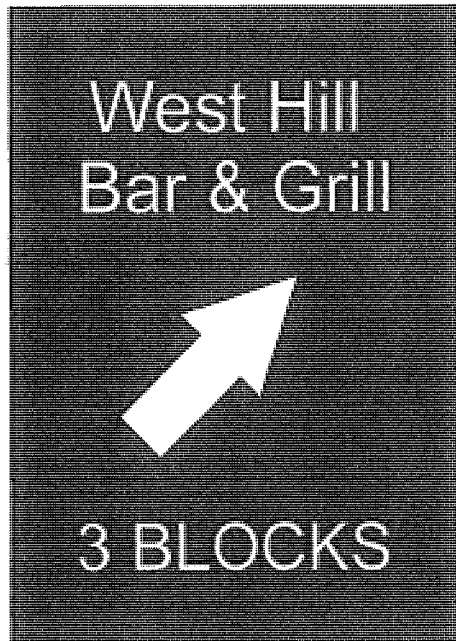
on jefferson st
before elm st



~~on elm before
jeffreson~~



on elm st between
jefferson and main



corner of park place
and elm

Rick Rubenzer

From: Reddy, Matthew - DOT <Matthew.Reddy@dot.wi.gov>
Sent: Friday, January 23, 2015 7:57 AM
To: Rick Rubenzer
Cc: Dahl, Jeorgia L - DOT
Subject: FW: City of Chippewa Falls Sign Questions
Attachments: 20150123073728485.pdf

Hello Rick

Here is our TGM policy on Community Wayfinder signing. Although our policy does not specifically apply to connecting highway, it should still be helpful to you since it adheres to the standards of the MUTCD.

The policy does state that businesses, retail, and manufacturing centers shall not qualify for community wayfinder signing. This type of signing is meant for destinations like schools, court house, city hall, local parks, downtown, police station, museums, etc.

Please let me know if you have any questions.

Matt

Matthew Reddy, PE

Traffic Engineer
Wisconsin Department of Transportation
Northwest Region - Eau Claire - Sign Shop
Office: (715) 839-1650
Cell: (715) 577-4495
Matthew.Reddy@dot.wi.gov

From: Dahl, Jeorgia L - DOT
Sent: Friday, January 23, 2015 6:35 AM
To: 'Rick Rubenzer'
Cc: Reddy, Matthew - DOT
Subject: RE: City of Chippewa Falls Sign Questions

Rick –

Off premise signs cannot be on the right of way. Wayfinders are a different program all together and I do not work with that program. Matt Reddy (copied above) works with that program and can give you information regarding those types of signs.

It does not matter that the streets are connecting streets. If you can read the signs from the state highway, they will need to be permitted.

Please let me know if you need additional information.

Thank you,
Jeorgia

Rick Rubenzer

From: Dahl, Jeorgia L - DOT <Jeorgia.Dahl@dot.wi.gov>
Sent: Friday, January 23, 2015 6:35 AM
To: Rick Rubenzer
Cc: Reddy, Matthew - DOT
Subject: RE: City of Chippewa Falls Sign Questions

Rick –

Off premise signs cannot be on the right of way. Wayfinders are a different program all together and I do not work with that program. Matt Reddy (copied above) works with that program and can give you information regarding those types of signs.

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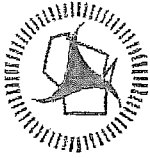
From: Rick Rubenzer [mailto:rrubenzer@chippewafalls-wi.gov]
Sent: Thursday, January 22, 2015 2:37 PM
To: Dahl, Jeorgia L - DOT
Subject: RE: City of Chippewa Falls Sign Questions

Hi Jeogia: Thanks for the DT1685 forms. I wanted to follow up on the earlier email train below. I would like you to confirm that you are saying that Off Premise (directional or wayfaring) signs could not be placed in street rights of way on city owned streets (In this case High and Elm Streets) on the route of STH#124? These are connecting streets. Reviewing DT1680 instructions, it appears to me that such signs could be placed in the right of way in certain instances. Would a DT 1680 or 1685 permit be required for the case I described above?



*Richard J. Rubenzer, PE
Director Of Public Works, City Engineer, Utilities Manager
City of Chippewa Falls
30 west Central Street
Chippewa Falls, WI 54729
715 726-2736 Office,
715 726-2756 Facsimile,
715 577-4917 Cell*

From: Dahl, Jeorgia L - DOT [mailto:Jeorgia.Dahl@dot.wi.gov]
Sent: Monday, December 15, 2014 3:41 PM
To: Rick Rubenzer
Subject: RE: City of Chippewa Falls Weekly Construction Report May2, 2014



Traffic Guidelines Manual

ORIGINATOR State Traffic Engineer	2-15-6
CHAPTER 2	Signing
SECTION 15	Comprehensive Guiding Policies
SUBJECT 6	Community Wayfinding Signs

A. Purpose

This policy sets the uniform, Wisconsin state standards for signs, which communities *may* install by permit on conventional State Trunk Highways under DOT jurisdiction to provide directional guidance to public facilities and traffic generators within the community.

The 2009 MUTCD, Section 2D 50 provides guidelines and standards for Community Wayfinding signing. Substantial conformance of these signs to the MUTCD and DOT policy is required by state law. Poorly designed and/or cluttered guide signs will not meet these requirements and could adversely impact safety.

On local streets and connecting highways, local agencies have the authority to install destination signs for local attractions and generators. If there is deviation from state and national standards to the extent that highway signing would adversely affect driving behavior, local agencies *may* face liability problems.

Therefore this policy establishes the following to be applied to Community Wayfinding Signing on State Highways under DOT jurisdiction:

1. the qualifying criteria for Community Wayfinding Signing;
2. guidance on qualifying destinations or facilities;
3. clarification of sign design and installation standards, applicable to WisDOT
4. the application and permit process for roadways under WisDOT jurisdiction.

B. Definitions

Community Wayfinding Signs

These are the signs, allowed by permit, which are owned and maintained by the community and direct to

1. municipal area destinations such as Downtown, or Historic District,
2. individual destinations that are publicly leased or owned and operated for public use, such as City Hall, Convention Center, and local parks, or

3. privately owned non-profit facilities open to the public, such as a local museum or ice center.

Trailblazing Signs

In this context, these are community destination signs that direct subsequent turns on local streets to reach the destination.

Trailblazing (directional route signing) to state routes is the responsibility of WisDOT and will not be permitted on Community Wayfinding Signs.

C. Policy for Installation on State Trunk Highways

The Department will allow the local agency, by permit, to install and maintain community wayfinding signs on the right-of-way of the conventional state trunk highway system, subject to the destinations, design, location, and maintenance of the signs being reviewed and found satisfactory by the Department. These signs **shall not** be permitted on freeways or expressways.

WisDOT *may* fund the installation of wayfinding signs as part of a Community Sensitive Solutions project. For all Community Sensitive Solutions projects that include wayfinding signs, the sign design and locations **shall** be reviewed for conformity to WisDOT and MUTCD policies by the Region Traffic Operations. Wayfinding signs that are funded and installed as part of a Community Sensitive Solutions project **shall** be maintained by the community.

This policy does not apply to banners or civic displays, which are addressed in TGM 13-12-1.

1. QUALIFYING CRITERIA FOR COMMUNITY WAYFINDING SIGNING PROGRAMS

Community wayfinding signs will not be permitted outside a readily apparent urban developed area, usually characterized by a reduced speed limit, nearby transition to curb and gutter, and dense residential and/or business development adjacent to the highway.

Geographical areas or districts within a community *may* be permitted Community Wayfinding Signing. Two or more adjacent communities in an urbanized area *may* coordinate a common signing program, but the department will issue separate permits to each individual municipality.

No countywide programs will be permitted.

The community must develop a Master Plan for Community Wayfinding Signing, which contains the following information:

1. A map of the community, including the city street/local road system, which clearly identifies:

- Exact locations of destinations and attractions to be included in this signing program.
 - State trunk highway approaches to city street/local road intersections where signing is proposed.
 - Which destination(s) and attraction(s) are to be signed on each state trunk highway approach at each city street/local road intersection.
 - City street/local road intersections where trailblazing signing is required to direct motorists to each facility.
2. A concept design of a typical community wayfinding sign, which *may* include the city logo, a street name and up to a total of three destinations/attractions. A maximum of three destinations *should* be displayed on a sign.

The Master Plan **shall** be submitted to the WisDOT Regional Traffic Engineer for review. This submittal **shall** be initiated and coordinated by the community and **shall** identify one contact or lead person in the community, through which all Department correspondence and contact will be made.

If a community obtains DOT approval for Community Wayfinding Signing, no new requests for traffic generator signing, which would qualify for Community Destination Signs, will be approved within the community.

2. QUALIFYING DESTINATIONS OR FACILITIES

Destinations or attractions must be of general interest to the traveling public and **shall not** be a retail, business or manufacturing center. The individual destinations **shall** be publicly leased or owned and operated facilities for public use or privately owned non-profit facilities open to the public.

Destinations which qualify for either Supplemental Traffic Generator signing or Community Wayfinding Signing,

- *should* be included on the Community Wayfinding Signs,
- *may* be on permitted supplemental signing,
- **but shall not** be on both at the same intersection approach.

A specific destination **shall** only be displayed on one sign structure in each direction on a highway unless straight ahead signing is also approved by the Regional Traffic Engineer.

This type of signing **shall not** display advertising for a commercial product or service.

IH, USH or STH directional signage **shall not** be allowed on Community Wayfinding signs.

3. SIGN DESIGN STANDARDS

Shape

The shape of the signs **shall** be rectangular and *may* have rounded corners. A rounded or other regular geometric shape on the top will be allowed to accommodate a logo.

Pictograph

Only one community pictograph *may* be incorporated in the top of the sign subject to WISDOT approval. If used, it **shall** be simple and easily recognizable. The height of the pictograph **shall not** exceed two times the height of the upper-case letters of the principal legend on the sign. For coordinated programs, a unique pictograph for each municipality *may* be used.

If a community name is to be displayed at the top of the sign panel, instead of or in addition to a pictograph, the lettering **shall** be of a size, font style and high color contrast for motorists to read at the posted speed.

All signs in a Community Wayfinding Signing program **shall** have the same format. If a community pictograph, and/or name, and/or street name, is to be used on any sign, it **shall** be used on all signs in the community program.

Pictographs for destinations and attractions **shall not** be permitted, since the traveling public will not recognize pictographs of local destinations.

Facing

Sign panel legends and backgrounds **shall** be reflective to meet the minimum standards of High Intensity sheeting.

Fluorescent reflective sheeting of any color **shall not** be permitted on these signs.

The sign **shall not** contain any animated or moving parts, flashing or moving lights, or flashing disks.

Color

Colors **shall** meet the standards for highway colors specified by the Federal Highway Administration. Color combinations **shall** have high contrast. Two-color combinations which *may* be used are:

- a. White or yellow on blue, green or brown.
- b. Blue, green, black or brown on white.
- c. Red or orange on white, but not the reverse.
- d. A third color, if used, must provide suitable contrast (i.e., not red on blue).

The background colors of orange, red, yellow, purple, or the fluorescent versions thereof, fluorescent yellow-green and fluorescent pink **shall not** be permitted on Community Destination Signs. One background color is preferred. A third color for the logo area *may* be used, or that area *may* be reversed in color. Color plaques or accents **shall not** be used under arrows or destination names. Lettering, arrows, and border **shall** be the same color.

Border

Border is optional. If used, it **shall** be plain, retroreflective, not decorative, and the same color as the letters.

Lettering & Sign Size

A minimum Series B font as specified in the Standard Highway Signs manual is preferred. A similar font is allowable, unless the style detracts noticeably from legibility.

The preferred letter size is 6" Upper Case/ 4 ½" Lower Case. In areas, where the posted speed is less than 35 mph, a minimum 5" Upper Case/ 3 ¾" Lower Case or 5" Capital Letters will be allowed.

The resulting sign width **shall not** exceed five feet adjacent to a roadway posted at 35 MPH or above. The sign width **shall not** exceed four feet adjacent to a roadway posted at 30 MPH or below.

Arrows

Arrows **shall** be as big in dimension as the lettering, and the same color as the adjacent lettering. The arrows **shall not** have encircling accents, or contrasting mini-backgrounds.

Arrows **shall** be left of the message for left destinations, and right of the message for right destinations.

Ahead arrows **shall not** be used except in combination with left and/or right arrow(s) and destination(s) to pull through to one major area destination, such as DOWNTOWN, or direct ahead to one or more qualifying destinations where the through route turns. When used, ahead arrows **shall** be on the left side of the top line.

Destinations

Destinations/attractions on a community destination sign **shall** be displayed (from top to bottom of sign) in the following sequence:

- ahead destination (if used);
- left-oriented destinations/attractions (closest to furthest);
- right-oriented destinations/attractions (closest to furthest).

Community Wayfinding Signs *should* be limited to three destinations per sign.

4. SIGN INSTALLATION STANDARDS

Signs **shall** be installed by the community on separate supports furnished and typically used by the community. They **shall not** be combined with other signing by the community or the Department.

If signing is approved on the state trunk highway directing to a facility, any necessary

trailblazing signing shall be installed on the city streets/local roads by the community before signing is installed on the state trunk highway.

The community shall affix an identification code number label to the back of each sign in accordance with State Statute Section 86.19(5) and Traffic Guidelines Manual Subject 2-1-30.

Sign supports shall conform to TGM Policy 2-15-52.

Sign installation and placement shall be in accordance with WisDOT Standard Sign Details A4-3, A4-4, and A4-8, A4-9, A4-11, or A5-9, as applicable.

Signs shall be placed in advance of the intersection where a turn would be required. Only one sign shall be permitted in each direction approaching an intersection and it should be located on the right side of the roadway.

The preferred sign spacing is 200 feet from any other highway sign. The minimum spacing shall be 100 feet.

Signs erected on the state trunk highway system shall have their locations approved by the Regional Traffic Engineer. Signs at all locations should be installed with due care to be visible, and to not obscure other traffic control devices. Further guidance on location is contained in Section 2A.16 of the 2009 MUTCD.

5. APPLICATION AND PERMIT

Sign destinations, designs, and locations on State highways under DOT jurisdiction shall be approved by the WisDOT Regional Traffic Engineer. Installation of these signs shall be through this permit process.

Upon receipt of a master plan for Community Wayfinding Signing, including the typical standard sign design and the identification of the community contact person, the Regional Traffic Engineer will review the plan for

- appropriate qualifying destinations,
- direct and effective routing to the destinations, including trailblazing on local roadways,
- appropriate sign locations,
- individual sign designs, and
- roadside conditions and constraints.

In order to expedite the process, the community should prepare the master plan in compliance with the guidelines in this policy. Any necessary denials or revisions may cause a return of the plan to the community contact person, resulting in a delay of the permit.

The permit will consist of an approved master plan attached to a permit letter signed by the Regional Traffic Engineer, and may include the necessary standard sign installation details mentioned above.

All sign panel designs *should* be reviewed and approved by the Regional Traffic Engineer before fabrication.

The community **shall** be responsible for the construction, installation and maintenance of the community wayfinding sign structures and sign panels at its own expense.

If community wayfinding signs are not properly maintained, the community **shall**, upon request by WisDOT, replace or remove the signs at its own expense. If not replaced or removed within 30 days of notification, WisDOT will remove the community wayfinding signs at the expense of the community.

Roadway reconstruction and/or installation of new regulatory, warning or guide signs *may* necessitate relocation or removal of community wayfinding signs by the community at its own expense.

D. Grandfather Clause

Existing permitted Community Wayfinding Signs will be allowed to remain temporarily without modification or replacement until the end of their useful life, or December 31, 2015, whichever comes first. Unpermitted signs **shall** be removed as soon as possible, unless they meet the standards contained in this policy. In that case, the community *may* apply for a retroactive permit by submitting the required master plan.

SAMPLE PERMIT FORM LETTER

**Copy and paste to your Region letterhead.
Provide date, contact name, and address
Modify as needed.**

RE: Community Wayfinding Signing Permit

This letter shall serve as the Community Wayfinding Signing Permit for (city, village, town) of (name) to install and maintain guidance signing on STH (number) as contained and approved in the attached master plan.

No additions or changes will be allowed without a revised and approved master plan.

WisDOT Standard Sign Installation Details, A4-3, A4-4, and (others as needed), are attached. Adherence to these standards is required.

Sincerely,

(signature)

(name, P.E.)
(Region) Traffic Engineer

Due by March 31, 2015

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

This form is for reporting on activities undertaken in calendar year 2014.

Instructions: Complete each section of the form that follows. If additional space is needed to respond to a question, attach additional pages. Provide descriptions that explain the program actions taken to comply with the general permit. Complete and submit the annual report by March 31, 2015, to the appropriate address indicated on the last page of this form.

SECTION I. Municipal Information			
Name of Municipality		Facility ID No. (FIN)	
City of Chippewa Falls			
Mailing Address	City	State	ZIP Code
30 W Central Street	Chippewa Falls	WI	54729
County(s) in which Municipality is located	Municipality Type: (select one)		
Chippewa	<input type="radio"/> County <input checked="" type="radio"/> City <input type="radio"/> Village <input type="radio"/> Town <input type="radio"/> Other (specify)		

SECTION II. Municipal Contact Information			
Name of Municipal Contact Person		Title	
Rick Rubenzer		Director of Public Works/City Engineer	
Mailing Address (if different from above)	City	State	ZIP Code
30 W Central Street	Chippewa Falls	WI	54729
Email	Phone Number (include area code)	Fax Number (include area code)	
rrubenzer@chippewafalls-wi.gov	(715) 726-2736	(715) 726-2756	

SECTION III. Certification		
<p><i>I hereby certify that I am an authorized representative of the municipality covered under MS4 General Permit No. WI-S050075-2 for which this annual report is being submitted and that the information contained in this document and all attachments were gathered and prepared under my direction or supervision. Based on my inquiry of the person or persons under my direction or supervision involved in the preparation of this document, to the best of my knowledge, the information is true, accurate, and complete. I further certify that the municipality's governing body or delegated representatives have reviewed or been apprised of the contents of this annual report. I understand that Wisconsin law provides severe penalties for submitting false information.</i></p>		
Authorized Representative Printed Name	Authorized Representative Title	
Rick Rubenzer	Director of Public Works/City Engineer/Utilities Manager	
Signature of Authorized Representative	Date	
Email	Phone Number (include area code)	Fax Number (include area code)
rrubenzer@chippewafalls-wi.gov	(715) 726-2736	

SECTION IV. General Information	
<p>a. Describe what efforts the municipality has undertaken to invite the municipal governing body, interest groups, and the general public to review and comment on the annual report.</p> <p>Governing bodies, interest groups, and the general public are invited to review and comment on the Annual Report at public meetings, budget meetings, informational sessions, and through various I & E programs. The Annual Report is posted for review on the City's website.</p> <p>b. Describe how elected and municipal officials and appropriate staff have been kept apprised of the municipal storm water discharge permit and its requirements.</p> <p>Local staff and officials have been kept apprised of the Municipal permit and its requirements through training, continuing education, and involvement in local stormwater programs.</p> <p>c. Has the municipality prepared its own municipal-wide storm water management plan? <input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If yes, title and date of storm water management plan: Chippewa Falls Stormwater Management Plan - April 2006</p>	

SECTION IV. General Information (continued)

- d. Has the municipality entered into a written agreement with another municipality or a contract with another entity to perform one or more of the conditions as provided under section 2.10 of the general permit? Yes No

If yes, describe these cooperative efforts:

The Chippewa Valley Stormwater Forum is a group of local municipalities who cooperatively develop Information and Education Outreach programs to help meet the requirements of their permits.

- e. Does the municipality have an internet website? Yes No

If yes, provide web address:

www.chippewafalls-wi.gov

- If the municipality has an internet website, is there current information about or links provided to the MS4 general permit and/or the municipality's storm water management program? Yes No

If yes, provide web address:

<http://www.chippewafalls-wi.gov/your-government/utilities/storm-water>

SECTION V. Permit Conditions

- a. Minimum Control Measures: For each of the permit conditions listed below, provide a description of the implementation of each program element, the status of meeting measurable goals, and compliance with permit schedule in section 2.11 of the MS4 general permit. Provide an evaluation of program compliance with the general permit, the appropriateness of identified best management practices, and progress towards achieving identified measurable goals. Be specific in describing the actions that have been taken during the reporting year to implement each permit condition and whether measurable goals have been met, including any data collected to document a measurable goal. Also, explain the reasons for any variations from the compliance schedule in the MS4 general permit.

- Public Education and Outreach

Implemented in 2006 - The City has sustained a public outreach and education program, most recently supplementing the program with membership in the Chippewa Valley Stormwater Forum. The Forum has many activities including displaying an educational booth at the Northern Wisconsin State Fair and hosting training events for elected officials and for designers & builders.

- Public Involvement and Participation

Implemented in 2006 - Public involvement and participation events include marking stormwater drains and other various activities.

- Illicit Discharge Detection and Elimination

Implemented in 2006 - as part of the City's Post Construction Stormwater Management ordinance and Stormwater Management Plan, discharges are inspected regularly and managed per the plan

- Construction Site Pollutant Control

Implemented in 2006 - all construction sites equal to or larger than one acre are required to submit a plan and to obtain a construction site erosion control permit.

- Post-Construction Storm Water Management

Implemented in 2006 - all construction sites equal to or larger than 1 acre are required submit a plan and to obtain a post construction stormwater management permit

- Pollution Prevention

Implemented in 2006 per Individual Permit requirements.

- b. Winter Road Management Activities (Optional reporting for 2014):

Provide the name, title, and phone number for the individual(s) with overall responsibility for winter roadway maintenance.

Rick Ruf, Street & Utilities Maintenance Manager, (715) 720-6976

SECTION V. Permit Conditions (continued)

Describe the types of products used for winter road management (e.g. deicing, pre-wetting, salting, etc.).

Describe the type of equipment used to apply the products.

Report the amount of product used per month.

Report the snow disposal locations, if snow is hauled away.

Describe any anti-icing, equipment calibration, and salt reduction strategies considered.

Describe any other additional measurable data or information that the permittee used to evaluate its winter road management activities.

c. Municipal facility(s) (Optional reporting for 2014):

Provide an inventory of municipally owned or operated structural storm water management facility(s), include: Location of each facility and contact information for the individual(s) with overall responsibility for each facility.

Describe the housekeeping activities and best management practices installed to reduce or eliminate storm water contamination.

Discuss recommendations for improvements to current storm water management practices at the facility(s) and a timeline for installation and/or implementation of these recommendations.

Describe the municipal facility(s) employee training on storm water pollution prevention provided.

Describe the spill prevention and response procedures in place at the municipal facility(s).

d. Storm Water Quality Management: Has the municipality completed a pollutant-loading analysis to assess compliance with the 20% TSS reduction developed urban area performance standard? Yes No

If yes, provide the following: Model used SLAMM Version 9.1 Reduction (%) 36

If no, include a description of any actions the municipality has undertaken during 2014 to help achieve the 20% standard.

SECTION V. Permit Conditions (continued)

Has the municipality completed an evaluation of all municipal owned or operated structural flood control facilities to determine the feasibility of retrofitting to increase TSS removal? Yes No

If yes, describe:

e. Best Management Practices Maintenance: Does the municipality have a maintenance program for installed storm water best management practices? Yes No

If yes, describe the maintenance program and any maintenance activities that have occurred for best management practices in 2014. If available, attach any additional information on the maintenance program.

mowing, cleaning and inspections occur on a regular monthly, biannual, or annual basis

f. Storm Sewer System Map: Describe any changes or updates to the storm sewer system map made in the reporting year. Provide an updated map if any changes occurred during the reporting year.

no changes to map provided in 2010

SECTION VI. Fiscal Analysis

a. Provide a fiscal analysis that includes the annual expenditures for 2014, and the budget for 2014 and 2015. A table to document fiscal information is provided on page 6.

b. What financing/fiscal strategy has the municipality implemented to finance the requirements of the general permit?

Storm water utility General fund Other _____

c. Are adequate revenues being generated to implement your storm water management program to meet the permit requirements? Yes No

Please provide a brief summary of your financing/fiscal strategy and any additional information that will assist the Department in understanding how storm water management funds are being generated to implement and administer your storm water management program.

Current revenue and funding levels are allowing the Storm Water Utility to maintain current management practices in place. Large scale changes to the current system would require increases to the rate structure.

SECTION VII. Inspections and Enforcement Actions

Note: If an ordinance listed below has previously been submitted and has not been amended since that time, a copy does not need to be submitted again. If the ordinance was previously submitted, indicate such in the space provided.

a. As of the date of this annual report, has the municipality updated or revised its construction site pollutant control ordinance in accordance with subsection 2.4.1 of the general permit? Yes No If yes, attach copy or provide web link to ordinance:

previously submitted

b. As of the date of this annual report, has the municipality updated or revised its post-construction storm water management ordinance in accordance with subsection 2.5.1 of the general permit? Yes No

If yes, attach copy or provide web link to ordinance: previously submitted

c. As of the date of this annual report, has the municipality updated or revised its illicit discharge detection and elimination ordinance in accordance with subsection 2.3.1 of the general permit? Yes No If yes, attach copy or provide web link to ordinance:

previously submitted

d. As of the date of this annual report, has the municipality adopted any other ordinances it has deemed necessary to implement a program under the general permit (e.g., pet waste ordinance, leaf management/yard waste ordinance, parking restrictions for street cleaning, etc.)? Yes No If yes, attach copy or provide web link to ordinance:

SECTION VII. Inspections and Enforcement Actions (continued)

e. Provide a summary of available information on the number and nature of inspections and enforcement actions conducted during the reporting period to ensure compliance with the ordinances described in a. to d. above.

Permitted sites are subject to regular and complaint based inspections. No violations were noted in 2014 and no enforcement actions were necessary.

SECTION VIII. Water Quality Concerns

a. Does any part of the MS4 discharge to an outstanding resource water (ORW) or exceptional resource water (ERW) listed under s. NR 102.10 or 102.11, Wis. Adm. Code? (A list of ORWs and ERWs may be found on the Department's Internet site at: <http://dnr.wi.gov/topic/surfacewater/orwerw.html>) Yes No If yes, list:

b. Does any part of the MS4 discharge to an impaired waterbody listed in accordance with section 303(d)(1) of the federal Clean Water Act, 33 USC § 1313(d)(1)(C)? (A list of the most current Wisconsin impaired waterbodies may be found on the Department's Internet site at: <http://dnr.wi.gov/water/impairedsearch.aspx?status=303d>) Yes No If yes, complete the following:

- Impaired waterbody to which the MS4 discharges:
Chippewa River
- Description of actions municipality has taken to comply with section 1.5.2 of the MS4 general permit for discharges of pollutant(s) of concern to an impaired waterbody:
n/a - Chippewa River is listed on 303d for PCB & Mercury

c. Identify any known water quality improvements in the receiving water to which the MS4 discharges during the reporting period.
n/a

d. Identify any known water quality degradation in the receiving water to which the MS4 discharges during the reporting period and what actions are being taken to improve the water quality in the receiving water.
n/a

SECTION IX. Proposed Program Changes

Describe any proposed changes to the storm water management program being contemplated by the municipality for 2015 and the schedule for implementing those changes. Proposed program changes must be consistent with the requirements of the general permit.

n/a

SECTION X. Other

Any other additional information the permittee would like to provide in the Annual Report regarding their storm water program?

n/a

Fiscal Analysis Table. Complete the fiscal analysis table provided below.

Program Element	Annual Expenditure		Budget		Source of Funds
	2014	2014	2014	2015	
Public Education and Outreach					See attached budget worksheets
Public Involvement and Participation					See attached budget worksheets
Illicit Discharge Detection and Elimination					See attached budget worksheets
Construction Site Pollutant Control					See attached budget worksheets
Post-Construction Storm Water Management					See attached budget worksheets
Pollution Prevention					See attached budget worksheets
Storm Water Quality Management (including pollutant-loading analysis)					See attached budget worksheets
Storm Sewer System Map					submitted in 2010
Other:					

NORTHERN REGION COUNTIES			WEST CENTRAL REGION COUNTIES		
Ashland	Langlade	DNR Service Center	Adams	Marathon	DNR Service Center
Barron	Lincoln	Attn: Storm Water Program	Buffalo	Monroe	Attn: Storm Water Program
Bayfield	Oneida	5301 Rib Mountain Rd.	Chippewa	Pepin	5301 Rib Mountain Rd.
Burnett	Polk	Wausau, WI 54401	Clark	Pierce	Wausau, WI 54401
Douglas	Price	Phone: (715) 359-4522	Crawford	Portage	Phone: (715) 359-4522
Florence	Rusk		Dunn	St. Croix	
Forest	Sawyer		Eau Claire	Trempealeau	
Iron	Taylor		Jackson	Vernon	
	Vilas		Juneau	Wood	
	Washburn		La Crosse		

NORTHEAST REGION COUNTIES			SOUTH CENTRAL REGION COUNTIES		
Brown	Marquette	DNR Northeast Region	Columbia	Jefferson	DNR South Central Region
Calumet	Menominee	Attn: Storm Water Program	Dane	LaFayette	Attn: Storm Water Program
Door	Oconto	2984 Shawano Ave.	Dodge	Richland	3911 Fish Hatchery Rd.
Fond du Lac	Outagamie	Green Bay, WI 54313	Grant	Rock	Fitchburg, WI 53711
Green Lake	Shawano	Phone: (920) 662-5100	Green	Sauk	Phone: (608) 275-3266
Kewaunee	Waupaca		Iowa		
Manitowoc	Waushara				
Marinette	Winnebago				

SOUTHEAST REGION COUNTIES		
Kenosha	Sheboygan	DNR Service Center
Milwaukee	Walworth	Attn: Storm Water Program
Ozaukee	Washington	141 NW Barstow Street,
Racine	Waukesha	Room 180
		Waukesha, WI 53188
		(262) 574-2100

STORMWATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET 2015	PROPOSED
-----ACTUAL DOLLARS-----BUDGETS-----					
STREET CLEANING & FLUSHING					
63.5335.5121	68,585.21	81,205.12	19,239.96	188,996.00	*
WAGES - STREET DEPT					
63.5335.5221	1,090.86	909.98	0.00	1,000.00	1,000.00
WATER AND SEWER					
63.5335.5242	5,707.09	5,219.94	472.32	10,000.00	9,000.00
REPAIR & MAINT-MACHINERY/E					
63.5335.5351	10,271.66	11,655.65	12,642.04	15,000.00	15,000.00
GAS, DIESEL, MOTOR OIL, GR					
63.5335.5390	0.00	2,416.51	0.00	3,000.00	3,000.00
OTHER FLUSHING EXPENSES					
63.5335.5395	5,899.46	5,595.31	3,375.58	6,500.00	6,500.00
MATERIALS AND SUPPLIES					
63.5335.5534	216.58	2,216.00	0.00	2,000.00	3,000.00
MACHINERY RENTAL					
STREET CLEANING & FLUSHING					
TOTAL	91,770.86	109,218.51	35,729.90	226,496.00	37,500.00
SNOW REMOVAL					
63.5336.5121	22,101.53	64,580.12	45,776.63	0.00	*
WAGES - STREET DEPT					
63.5336.5534	0.00	0.00	0.00	5,000.00	5,000.00
MACHINERY RENTAL					
SNOW REMOVAL					
TOTAL	22,101.53	64,580.12	45,776.63	5,000.00	5,000.00
STORM SEWER MAINTENANCE					
63.5344.5121	60,536.85	10,891.42	14,623.47	0.00	*
WAGES - STREET DEPT					
63.5344.5242	0.00	0.00	0.00	0.00	*
REPAIR & MAINT-MACHINERY/E					
63.5344.5351	0.00	585.75	0.00	600.00	600.00
GAS, DIESEL, MOTOR OIL, GR					
63.5344.5390	0.00	0.00	145.63	1,500.00	1,500.00
OTHER OPERATING SUPPLIES					
63.5344.5395	1,438.80	813.80	433.96	3,000.00	3,000.00
MATERIALS AND SUPPLIES					
63.5344.5399	0.00	3,450.79	0.00	15,000.00	15,000.00
BMP PLANNING					
63.5344.5534	0.00	0.00	0.00	5,000.00	5,000.00
MACHINERY RENTAL					
STORM SEWER MAINTENANCE					
TOTAL	61,975.65	15,741.76	15,203.06	25,100.00	25,100.00

STORMWATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	12-31-2015	12-31-2015
	ACTUAL DOLLARS			BUDGETS	
	12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET	2015 PROPOSED
STORM POND MAINTENANCE					
63.5345.5121	92.38	94.76	1,802.64	0.00	*
WAGES - REGULAR					
63.5345.5122	0.00	0.00	53.69	0.00	*
WAGES - OVERTIME					
63.5345.5222	0.00	0.00	0.00	0.00	*
ELECTRIC - BAY ST POND PUM					
63.5345.5390	0.00	0.00	67.50	0.00	*
OTHER OPERATING SUPPLIES					
63.5345.5395	0.00	169.00		0.00	*
MATERIALS AND SUPPLIES					
63.5345.5534	1,233.58	0.00	480.00	1,200.00	*
MACHINERY RENTAL					
63.5345.5534	1,800.00	0.00	0.00	2,000.00	*
STORM POND MAINTENANCE					
TOTAL	3,125.96	263.76	2,403.83	3,200.00	1,300.00
YARD WASTE					
63.5723.5121	7,069.36	12,135.47	9,505.76	0.00	*
WAGES - STREET DEPT					
63.5723.5390	32.81	0.00	0.00	500.00	500.00
OTHER SUPPLIES & EXPENSES					
63.5723.5534	0.00	0.00	0.00	4,000.00	4,000.00
MACHINERY RENTAL					
YARD WASTE					
TOTAL	7,102.17	12,135.47	9,505.76	4,500.00	4,500.00
ACCOUNTING & COLLECTION					
63.5724.5111	2,811.94	2,959.57	2,843.28	3,469.00	*
SALARIES - REGULAR					
63.5724.5121	7,872.16	9,980.80	9,515.56	12,080.00	*
WAGES - REGULAR					
63.5724.5131	143.22	1,784.50	557.51	0.00	*
SICK LEAVE PAY					
63.5724.5132	1,117.55	1,227.57	1,220.00	0.00	*
VACATION PAY					
63.5724.5133	0.00	0.00	0.00	0.00	*
LONGEVITY PAY					
63.5724.5134	586.30	590.20	360.81	0.00	*
HOLIDAY PAY					
63.5724.5159	0.00	0.00	0.00	0.00	*
INSURANCE OPT OUT					
63.5724.5161	0.00	7.68	14.08	15.00	*
CELL PHONE REIMBURSEMENT					
63.5724.5268	495.21	655.98	1,124.13	631.00	811.00
COMPUTER MAINT CONTRACT					
63.5724.5311	3,031.66	3,950.31	3,279.15	3,200.00	3,200.00
POSTAGE					
63.5724.5312	1,512.92	459.01	560.42	1,200.00	1,200.00
PRINTING					

STORMWATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	REVISIED BUDGET 2015	PROPOSED
ACCOUNTING & COLLECTION					
63.5724.5390	116.66	1,112.60	255.90	1,000.00	1,000.00
OTHER SUPPLIES & EXPENSES					
63.5724.5399	0.00	0.00	0.00	5,643.00	*
CITY WAGES					
ACCOUNTING & COLLECTION					
TOTAL	17,401.18	22,728.22	19,730.84	27,238.00	6,226.00
UNCOLLECTIBLE ACCOUNTS					
63.5725.5391	84.98	214.27	76.60	200.00	200.00
BANKRUPTCY					
UNCOLLECTIBLE ACCOUNTS					
TOTAL	84.98	214.27	76.60	200.00	200.00
ADM & GEN EXPENSE					
63.5726.5111	72,259.55	84,087.95	44,934.67	68,974.00	*
SALARIES - ENG STAFF					
63.5726.5121	13,028.66	24,149.35	12,234.06	8,027.00	*
WAGES - ENG STAFF					
63.5726.5316	527.01	525.00	354.71	650.00	600.00
BANK CHARGES					
63.5726.5324	0.00	0.00	0.00	200.00	200.00
MEMBERSHIP DUES					
63.5726.5325	0.00	0.00	0.00	0.00	0.00
REGISTRATION FEES & TUITIO					
63.5726.5332	0.00	260.00	34.00	1,200.00	1,200.00
TRAVEL ALLOWANCE					
63.5726.5335	0.00	0.00	594.77	1,000.00	1,000.00
MEALS					
ADM & GEN EXPENSE					
TOTAL	85,815.22	109,022.30	58,166.29	80,301.00	3,250.00
ADM & GEN EXP - OUTSIDE SERV					
63.5727.5213	2,750.00	2,750.00	2,775.00	3,000.00	3,000.00
ACCOUNTING AND AUDITING					
63.5727.5214	1,921.46	4,685.51	5,927.42	7,000.00	6,073.00
DATA PROCESSING					
63.5727.5215	0.00	0.00	0.00	0.00	*
ARCHITECTURAL & ENGINEERIN					
63.5727.5217	0.00	0.00	0.00	0.00	1,000.00
ATTORNEY FEES					
ADM & GEN EXP - OUTSIDE SERV					
TOTAL	4,671.46	7,435.51	8,702.42	10,000.00	10,073.00

STORMWATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET 2015	PROPOSED
ADM & GEN EXP - INSURANCE					
63.5728.5156 WORKERS COMPENSATION	0.00	0.00	0.00	0.00	*
63.5728.5512 INSURANCE - VEHICLES & EQU	2,490.05	3,160.40	0.00	2,500.00	3,200.00
63.5728.5513 INSURANCE - PUBLIC LIABILITY	0.00	0.00	0.00	200.00	*
ADM & GEN EXP - INSURANCE					
TOTAL	2,490.05	3,160.40	0.00	2,700.00	3,200.00
ADM & GEN EXP - MISC GEN EXP					
63.5729.5274 DNR FEES	1,500.00	1,500.00	1,500.00	2,000.00	2,000.00
63.5729.5321 PUBLICATION OF LEGAL NOTIC	0.00	0.00	0.00	200.00	200.00
63.5729.5390 MISC EXPENSES	2,338.00	2,000.00	2,000.00	2,500.00	2,500.00
63.5729.5399 EDUCATION	1,186.74	2,115.88	779.91	3,500.00	3,500.00
63.5729.5532 RENT/LEASE	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
ADM & GEN EXP - MISC GEN EXP					
TOTAL	6,224.74	6,815.88	5,479.91	9,400.00	9,400.00
DEPRECIATION & REPLACEMENT					
63.5730.5390 EQUIPMENT REPLACEMENT FUND	0.00	0.00	0.00	0.00	*
63.5730.5541 DEPRECIATION	150,962.24	193,294.76	0.00	151,222.00	158,600.00
63.5730.9999 LOSS ON REMOVAL	9,266.37	6,206.31	0.00	0.00	*
DEPRECIATION & REPLACEMENT					
TOTAL	160,228.61	199,501.07	0.00	151,222.00	158,600.00
BOND EXPENSE					
63.5800.5542 AMORT OF DISCOUNT ON DEBT	679.87	3,301.75	0.00	680.00	*
63.5800.5621 BOND INTEREST EXPENSE	15,347.75	14,995.76	34,675.00	14,675.00	14,235.00
BOND EXPENSE					
TOTAL	16,027.62	18,297.51	34,675.00	15,355.00	14,235.00
63.9504.9990 LOSS ON REMOVAL	0.00	0.00	0.00	0.00	*

STORMWATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET 2015	PROPOSED
-----ACTUAL DOLLARS -----BUDGETS-----					
EMPLOYER BENEFITS					
63.9926.5151 SOCIAL SECURITY-UTILITY SH	1,133.72	1,094.41	1,214.15	1,061.00	*
63.9926.5152 RETIREMENT - UTILITY SHARE	990.87	1,044.02	1,144.66	922.00	*
63.9926.5153 RETIREMENT-EMPLOYEES SHARE	0.00	0.00	0.00	0.00	*
63.9926.5154 HEALTH INSURANCE	8,491.61	8,250.96	8,126.52	0.00	*
63.9926.5155 LIFE INSURANCE	5.94	5.52	6.75	5.00	*
63.9926.5156 WORKERS COMPENSATION	0.00	101.12	153.84	48.00	*
63.9926.5157 INCOME CONTINUATION INS	4.29	0.00	0.00	36.00	*
63.9926.5160 BENEFITS-CHARGES & RECEIPT	60.00	0.00	0.00	150.00	*
EMPLOYER BENEFITS	TOTAL 10,686.43	10,496.03	10,645.92	2,222.00	0.00
CONTRIBUTION					
63.9930.5900 CAPITAL CONT TO OTHER FUND	0.00	0.00	0.00	0.00	*
CONTRIBUTION	TOTAL 0.00	0.00	0.00	0.00	0.00
STORMWATER UTILITY	TOTAL 489,706.46	579,610.81	246,096.16	562,934.00	278,584.00

Expenditure Budget Worksheet

	-----12-31-2012-----	-----12-31-2013-----	ACTUAL DOLLARS	-----12-31-2014-----	-----BUDGETS-----	-----REVISED BUDGET 2015 PROPOSED-----
GRAND TOTAL	489,706.46	579,610.81	246,096.16	562,934.00	278,584.00	

TOTAL NUMBER OF RECORDS PRINTED 73

STORM WATER UTILITY

	12-31-2012	12-31-2013	12-31-2014	REVISIED BUDGET 2015 PROPOSED		
	-----ACTUAL DOLLARS-----			BUDGETS-----		
STORMWATER FEES						
63.4450.4001 RESIDENTIAL	150,941.77	150,537.74	139,872.05	150,000.00	150,000.00	
63.4450.4002 COMMERCIAL	169,596.61	161,316.65	138,769.60	158,000.00	161,000.00	
63.4450.4003 INDUSTRIAL	96,958.41	113,336.69	100,812.41	100,000.00	110,000.00	
63.4450.4004 COML MUTI - FAMILY	37,220.24	41,505.63	32,579.96	33,000.00	42,000.00	
63.4450.4005 MULTIFAMILY RESIDENTIAL	0.00	0.00	1,249.94	0.00	*-----*	
63.4450.4010 PUBLIC AUTHORITIES	130,944.22	121,601.31	117,435.09	125,000.00	121,000.00	
STORMWATER FEES	TOTAL	585,661.25	588,298.02	530,719.05	566,000.00	584,000.00
LATE FEES						
63.4475.4050 LATE FEES	4,411.25	4,871.47	4,050.70	4,400.00	4,800.00	
LATE FEES	TOTAL	4,411.25	4,871.47	4,050.70	4,400.00	4,800.00
OTHER REVENUES						
63.4500.4060 OTHER REVENUES	374.16	0.00	0.00	0.00	*-----*	
63.4500.4062 CONTRIBUTED BY CITY	0.00	110,434.35	0.00	0.00	*-----*	
63.4500.4063 CONTRIBUTED BY DEVELOPER	0.00	250,422.97	0.00	0.00	*-----*	
63.4500.4543 ENGINEERING STORM WATER RE	0.00	564.24	1,299.14	0.00	*-----*	
OTHER REVENUES	TOTAL	374.16	361,421.56	1,299.14	0.00	0.00
ASSESSMENTS						
63.4600.4661 CONT IN AID OF CONSTRUCTIO	0.00	0.00	0.00	0.00	*-----*	
63.4600.4663 STORM WATER ASSESSMENTS	0.00	0.00	138.00	0.00	*-----*	
ASSESSMENTS	TOTAL	0.00	0.00	138.00	0.00	0.00

STORM WATER UTILITY

	-----ACTUAL DOLLARS-----				-----BUDGETS-----	
	12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET	2015 PROPOSED	
NON OPERATING INCOME						
63.4800.4811						
INTEREST ON INVESTMENTS	5,125.68	4,159.82	2,063.31	5,000.00	5,000.00	
NON OPERATING INCOME						
TOTAL	5,125.68	4,159.82	2,063.31	5,000.00	5,000.00	
STORM WATER UTILITY						
TOTAL	595,572.34	958,750.87	538,270.20	575,400.00	593,800.00	

ACS FINANCIAL SYSTEM
1/05/2015 7:52:55

Revenue Budget Worksheet

DEPARTMENT OF PUBLIC UTILITIES
GI7AIR-V07.24 PAGE 3

	-----ACTUAL DOLLARS-----	BUDGETS-----	
12-31-2012	12-31-2013	12-31-2014	REVISED BUDGET 2015 PROPOSED
GRAND TOTAL	595,572.34	958,750.87	538,270.20 575,400.00 593,800.00

TOTAL NUMBER OF RECORDS PRINTED 14

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: 1-15-2015

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 12:00 pm 4/16/15 and ending 2:00 AM 4/19/15 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 Veteran's Organization Fair Association

(a) Name Chi Hi Athletic Booster Club

(b) Address 735 Terrill St. Chippewa Falls, WI 54729
(Street) Town Village City

(c) Date organized 6/30/59

(d) If corporation, give date of incorporation _____

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers: (cell phone/telephone number) 829-0085

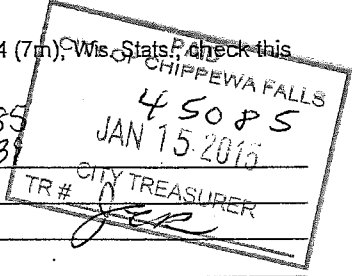
President Mitch Gibson 6174-34th St Elk Mound WI 54739

Vice President Steve Gibs - 828-2272

Secretary Sandra Martneau - 726-1793

Treasurer Cindy Kiskell Lynnda Moucha (Extravaganza)

(g) Name and address of manager or person in charge of affair: Chuck Raylouch (C) 715-271-7593
(H) 715-568-4550, 13110 147th Ave Bloomer WI 54724



2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number Northern Wisconsin State Fairgrounds.

(b) Lot _____ Block _____

(c) Do premises occupy all or part of building? Partial of Fairgrounds

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: All of Creative Arts Building, All of Outdoor Life Building.

Male + female Restrooms Next to Admin Building. Consistent with Previous Years.

3. NAME OF EVENT

(a) List name of the event Chi Hi Athletic Booster Raffle Extravaganza Minors Present? NO

(b) Dates of event & times _____ Reason for Minors being present: _____

DECLARATION

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

Officer [Signature] 1/15/15
(Signature/date)

Officer [Signature] 1-15/15
(Signature/date)

Date Filed with Clerk _____

Chi Hi Athletic Booster Club.
(Name of Organization)

Officer [Signature] 1-14-15
(Signature/date)

Officer [Signature]
(Signature/date)

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Dept Approval: Chief Wendy Y. Salk

Date: 01-19-2015



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Samuel Hartzman</i>	Address of Applicant: <i>6016 N. BRIDGE ST. CHIPPEWA FALLS WI 54729</i>																									
Name of Premises to be Licensed: <i>ROOKIES PUB</i>	Address of Premises: <i>6016 N. BRIDGE ST. CHIPPEWA FALLS WI 54729</i>	Date(s) of Event (Class "E" Licenses only):																								
Class of License Applied for: <i>B - JUKE BOX</i>	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="padding: 2px;">[]</td> <td style="padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="padding: 2px;"><input checked="" type="checkbox"/></td> <td style="padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	[]	\$125.00	Class "B" Annual	<input checked="" type="checkbox"/>	\$80.00	Class "C" Annual	[]	\$30.00	Class "D" Annual	[]	\$25.00	Class "D" If holder of Class "C"	[]	\$10.00	Class "E"	[]	\$10.00/day	Live Music Annual	[]	\$30.00	Juke Box	<input checked="" type="checkbox"/>	\$30.00 (annual)
Class "A" Annual	[]	\$125.00																								
Class "B" Annual	<input checked="" type="checkbox"/>	\$80.00																								
Class "C" Annual	[]	\$30.00																								
Class "D" Annual	[]	\$25.00																								
Class "D" If holder of Class "C"	[]	\$10.00																								
Class "E"	[]	\$10.00/day																								
Live Music Annual	[]	\$30.00																								
Juke Box	<input checked="" type="checkbox"/>	\$30.00 (annual)																								

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements together with such other requirements as may from time to time be imposed by the City Council. The applicant shall further represent that such compliance will continue at all times during which the license is held.

I have read and understand the above.

Samuel Hartzman
Signature of Applicant

1-23-15
Date

Attest: *Bridget Mivens*
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____



Minutes
Committee #3
Transportation, Construction, Public Safety and Traffic

Committee #3 met Tuesday, January 20, 2015 at 5:00 pm in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: Mike Hanke, Amy Mason, Paul Olson, George Adrian, and Edward Martin.

Others present: Police Chief Wendy Stelter, Building/Zoning Inspector Paul Lasiewicz, Representatives from Gordy's County Market, and City Clerk Bridget Givens.

The meeting was called to order at 5:00 pm.

1. Discuss school bus parking on residential streets in the City with possible amendment of Chippewa Falls Municipal Code Section 7.11, Operation of School Buses (draft language attached). Possible recommendations to the Council.

Councilor Hanke indicated he feels as though this ordinance targets buses; however, we have not received complaints regarding any other vehicles. He also expressed that he prefers the option for operators to apply for special parking privileges from Committee #3 to park curbside. Chief Stelter thought enforcement would become more difficult as there has to be a way to identify who has applied for a special parking privilege.

The Committee preferred to proceed with an ordinance that includes the parking privilege language with the addition of a process wherein these requests could only be made on an annual or semi-annual basis. Hanke was concerned with Committee #3 getting bogged down with requests.

Further clarification of normal business hours is also needed. Discussion was had that if someone was ticketed outside of "normal business hours" that they could provide proof of why. For example, the operator drove the basketball team to a game and did not return until late.

A process should also be established for revocation of the parking privilege if it is abused. It was discussed that the draft should include language that prohibits the parking of school buses on public City streets when not in normal or school use. This led to discussion on whether the City would want to limit parking of any commercial vehicles on City streets, which will have to be discussed further.

It was recommended the draft ordinance be returned to Attorney Ferg for further refinement and brought back to Committee #3 for additional review.

No action taken.

2. Discuss Chapter 346 of the Wisconsin Statutes, §346.54(1)(d) and (2), How to Park and Stop on Streets, and the relative forfeitures for parallel parking in a boulevard. Possible recommendations to the Council.

Hanke stated that this was added as an agenda item to inform the public that a State Statute already exists prohibiting parking in a boulevard and that this will be enforced more in the future. Inspector Lasiewicz advised that there are some unique situations in the City where in the winter, people may not have off-street parking available. It will be at the Officers' discretion whether or not a ticket is issued.

No action taken.

3. **Discuss renewal of the Extended Contract for Statewide Structural Collapse Team Members between the State of Wisconsin Department of Military Affairs and the City of Chippewa Falls. Possible recommendations to the Council.**

Motion by Mason/Olson to recommend the Council renew the Extended Contract for Statewide Structural Collapse Team Members between the State of Wisconsin Department of Military Affairs and the City of Chippewa Falls. **All present voting aye, motion carried.**

4. **Discuss possible amendment of Chippewa Falls Municipal Code Section 12.03 (4)(f) - Intoxicating Liquor, Fermented Malt Beverages and Tobacco. Possible recommendations to the Council.**

Representatives of Gordy's County Market appeared to request the Committee consider amending Chippewa Falls Municipal Code Section 12.03 (4)(f) - Intoxicating Liquor, Fermented Malt Beverages and Tobacco. Specifically removing the language requiring retail sales to be contained in a separate secure portion of the facility with a separate public access door to the outside and separate checkout facilities.

Additional discussion ensued regarding (5) a-d (see attachment) and the thought that this language could potentially be stricken from the ordinance as well.

It was recommended this ordinance be sent to Attorney Ferg for revision and brought back to Committee #3 for additional review.

No action taken.

5. Adjournment

Motion by Olson/Mason to adjourn at 5:54 pm. **All present voting aye, motion carried.**

Minutes submitted by:
Mike Hanke, Chair

AN ORDINANCE AMENDING AND CLARIFYING
THE OPERATION OF SCHOOL BUSES CODE SECTION,
SECTION 7.11 OF THE CHIPPEWA FALLS MUNICIPAL CODE

THE CHIPPEWA FALLS COMMON COUNCIL DO ORDAIN AS FOLLOWS:

1. That § 7.11 of the Chippewa Falls Municipal Code, which presently provides as follows:

7.11 OPERATION OF BUSES.

(1) OPERATION OF BUSES. (Rn. #97-40) Buses shall take on and deliver all passengers at the curbs as close to the curb as possible and at least 5 feet distant from the nearest crosswalk. No operator of a bus shall stop the same on any street for longer than is necessary to take on and discharge passengers or to comply with traffic laws except at the bus depot.

(2) OPERATION OF SCHOOL BUS WARNING LIGHTS. (Cr. #90-21; Rn. #97-40) School buses which are loading or unloading pupil or other authorized passengers directly onto a school grounds shall be prohibited from the use of flashing red warning lights at Holy Ghost School and McDonell High School.

(3) All school buses shall use both flashing red warning lights and extended stop sign when picking up or discharging students, except as provided in subsection (2) above, and except in designated school loading zones. (Rn. #97-40)

That the above subsection should not apply to either side of State Street from the corner with East Grand Avenue south a distance of 330 feet. (CR. 95-34; Am. 95-42)

be amended to provide as follows:

7.11 OPERATION OF SCHOOL BUSES.

(1) Section 340.01(56) of the Wisconsin Statutes defining a "School bus" is hereby adopted, the same providing that "School bus":

(a) Means a motor vehicle which carries 10 or more passengers in addition to the operator or a motor vehicle painted in accordance with § 347.44

(1) for the purpose of transporting:

1. Pupils to or from a public school as defined in § 115.01 (1) or a private school as defined in § 115.001 (3r) or pupils to or from a technical college when required under § 118.15 (1).

2. Pupils to or from curricular or extracurricular activities.

3. Pupils to or from religious instruction on days when school is in session.

4. Children with disabilities, as defined under § 115.76 (5), to or from an educational program approved by the department of public instruction.

(am) Means a motor vehicle which is painted in accordance with § 347.44 (1) and is used for the purpose of transporting disabled persons as defined in § 85.21 (2) (cm) or elderly persons as defined in § 85.22 (2) (b) in connection with any transportation assistance program for elderly or disabled persons.

(b) Does not include:

1. A motor vehicle owned or operated by a parent or guardian transporting only his or her own children, regardless of whether a school has made a contract with or paid compensation to such parent or guardian for such transportation.

2. A motor vehicle operated as an alternative method of transportation under § 121.555.

3. A motor bus operated for purposes specified in par. (a)2.

4. A motor vehicle operated in an urban mass transit system as defined in § 85.20 (1) (e) and (L).

(2) OPERATION OF SCHOOL BUSES. School buses shall take on and deliver all passengers at the curbs as close to the curb as possible and at least 5 feet distant from the nearest crosswalk. No operator of a school bus shall stop the same on any street for longer than is necessary to take on and discharge passengers or to comply with traffic laws, except at the bus depot.

(3) OPERATION OF SCHOOL BUS WARNING LIGHTS. School buses which are loading or unloading pupils or other authorized passengers directly onto a school grounds shall be prohibited from the use of flashing red warning lights at Holy Ghost School and McDonell High School. All school buses shall use both flashing red warning lights and extended stop sign when picking up or discharging students, except as provided above, and except in designated school loading zones. This subsection does not apply to either side of State Street from the corner with East Grand Avenue south a distance of 330 feet.

(4) PARKING SCHOOL BUSES.

(a) School buses may be operated in the Central Business District, as defined in Chapter 17 of the Chippewa Falls Code, for the purposes set forth in the preceding subsections. School buses shall not be parked in the Central Business District except in public parking lots and private property, whether or not open to the public.

(b) On all other public city streets school buses shall not be parked, when not in normal business or school use, except at the bus depot and in front of the operator's residence, which is defined as curbside on the side of the street on which the residence is located, and between the property lines establishing the boundaries of the residence.

(c) In the event that an operator does not have curbside parking on a city street in front of his or her residence as set forth in (b) above, then said operator may request from and be granted special parking privileges from Committee No. 3. The operator shall pay for any notification to neighbors which Committee No. 3 deems necessary in the request process.

Dated this ____ day of _____, 2015

ALDERPERSON: _____

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

AN ORDINANCE AMENDING AND CLARIFYING
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3. Pupils to or from religious instruction on days when school is in session.

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1. A motor vehicle owned or operated by a parent or guardian transporting only his or her own children, regardless of whether a school has made a contract with or paid compensation to such parent or guardian for such transportation.
2. A motor vehicle operated as an alternative method of transportation under § 121.555.
3. A motor bus operated for purposes specified in par. (a)2.
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(b) On all other public city streets school buses shall not be parked when not in normal business or school use, except at the school bus depot and within 50 feet of the school bus depot premises. They may park in any public or private parking lots and on private property.

Dated this _____ day of _____, 2015

ALDERPERSON: _____

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Law Offices Of
Ferg & Sinclair, Ltd.
411 North Bridge Street
Chippewa Falls, Wisconsin 54729-2420
Telephone (715) 723-4443
Fax (715) 723-5905

BMO Harris Bank
Enter Back Lobby
Elevator Or Stairs
2nd Floor, Suite 201

Robert A. Ferg
Vance L. Sinclair (1915-2007)

TO: Mayor Gregory S. Hoffman
FROM: Robert Ferg
DATE: January 14, 2015
RE: Parking School Buses in Boulevards

Our § 7.01 of the City Code states as follows:

Except as otherwise specifically provided in this chapter, the statutory provisions in Chs. 340 to 348, Wis. Stats., describing and defining regulation with respect to vehicles and traffic, inclusive of any provisions therein relating to penalties to be imposed and exclusive of any regulations for which the statutory penalty is a fine or term of imprisonment, are adopted and by reference made a part of this chapter as if fully set forth herein. Any act required to be performed or prohibited by any statute incorporated herein by reference is required or prohibited by this chapter.

Therefore, Chapter 346 of the Wisconsin Statutes is adopted. § 346.54(1)(d) and (2) provide:

346.54 How to park and stop on streets.

(1) Upon streets where stopping or parking is authorized or permitted, a vehicle is not lawfully stopped or parked unless it complies with the following requirements.

(d) In parallel parking, a vehicle shall be parked facing in the direction of traffic with the right wheels within 12 inches of the curb or edge of the street when parked on the right side and with the left wheels within 12 inches of the curb or *edge* of the street when parked on the left side. In parallel parking, a vehicle shall be parked with its front end at least 2 feet from the vehicle in front and with its rear at least 2 feet from the vehicle in the rear, unless a different system of parallel parking is clearly indicated by official traffic signs or markers.

(2) No person shall stop or leave a vehicle standing in violation of this section.

Parallel parking in a boulevard violates this section. The State bond book for this violation sets the forfeiture at \$144.50. A second or subsequent violation with one year has a forfeiture of \$174.50. Each day would be a separate and new violation. You could

probably have a shorter time period but it would have to be based upon a leaving and returning and reparking which can be documented.

A handwritten signature in cursive script that reads "Robert A. Ferg". The letters are fluid and connected, with a prominent loop at the end of the word "Ferg".

Robert A. Ferg



**EXTENDED CONTRACT FOR
STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

JANUARY 1, 2015 THROUGH DECEMBER 31, 2016

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF CHIPPEWA FALLS, WISCONSIN

DATE: December 31, 2014

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL COLLAPSE
TEAM MEMBERS**

1.0 General Contract Information

1.1 **Parties:** This extended contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (hereinafter "Division") and the Chippewa Falls Fire Department, City of Chippewa Falls, Wisconsin (hereinafter "Contractor") for the provision of Statewide Structural Collapse Team members as described herein and authorized under 2009 Wisconsin Act 43, as codified in §323.72 of the Wisconsin Statutes and as further amended.

1.2 **Recitals:** WHEREAS, in order to protect life and property against the dangers of emergencies involving catastrophic structural collapse, the Division may assign and make available for use in any county, city, or district, a Statewide Structural Collapse Team.

WHEREAS, the Division desires to enter into this Agreement with Contractor for the provision of team members to serve on one of three statewide platoons comprising the Statewide Structural Collapse Team, and Contractor desires to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a structural collapse incident involving a hazardous substance, which is the responsibility and shall remain the sole obligation of the Wisconsin Department of Natural Resources under §§292.11 and 323.60(4), Wis. Stats.

1.3 **Contract Term:** This Agreement shall continue for 2 years commencing January 1, 2015 through December 31, 2016.

2.0 Definitions

2.1 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions
Exhibit B	Training Costs
Exhibit C	Certificate of Protection in Lieu of an Insurance Policy (as applicable)

State means the State of Wisconsin.

Department means the State of Wisconsin, Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Chippewa Falls Fire Department, City of Chippewa Falls,

Wisconsin by which Statewide Structural Collapse Team members will be provided under this Agreement. Under §323.721), Stats., the Division may only contract with local agencies as defined in §323.70(1)(b), Stats.

Local Agency has the meaning under §323.70(1)(b), Stats.

OJA means the State of Wisconsin, Office of Justice Assistance.

Responsible Party means the person(s), as defined in §323.72(3)(a) and (b), Stats., who possessed or controlled a structure that was involved in the structural collapse or the person who caused the structural collapse which caused the emergency to which Contractor has responded.

Regional Emergency All-Climate Training Center (REACT) is a training facility owned by the State of Wisconsin, Department of Military Affairs and operated by the Division of Emergency Management.

Structural collapse means an incident involving all types of construction with emergency response activities that include expertise in 1) evaluating existing and potential conditions at structural collapse incidents; 2) recognizing unique collapse or failure hazards; 3) conducting search operations intended to locate victims trapped inside and beneath collapse debris; 4) accessing victims trapped inside and beneath collapse debris; 5) performing extrication operations involving packaging, treating, and removing victims trapped within and beneath collapse debris; and 6) stabilizing the structure.

Structural Collapse Team Member means an individual provided by Contractor serving as a team member on one of three platoons comprising the Statewide Structural Collapse Team to provide statewide structural collapse emergency response that meets the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended.

Statewide Structural Collapse Team Platoon means a component of the Statewide Structural Collapse Team made up of team members provided by the Contractor and/or designated employees of the Contractor who are expected to respond to, control, and/or stabilize the actual or potential structural collapse.

WI Taskforce 1 means the name of the Statewide Structural Collapse Team.

3.0 Statement of Work

- 3.1 Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide statewide structural collapse team members for the three statewide platoons comprising the Statewide Structural Collapse Team (also known as WI Taskforce 1).

Contractor's response activities under this Agreement shall be limited to emergency operations, reporting and documentation of activities arising from catastrophic structural collapse incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

WI Taskforce 1 shall establish safety perimeters at or near sites and vessels. WI Taskforce 1 shall not be required to locate underground utilities, insure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the structural collapse services to be provided, but Contractor and Division shall respond to the best of its abilities, subject to the terms of this Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that it shall demonstrate to the Division that its employees designated as structural collapse teams members, structural collapse equipment, and associated vehicles meet or exceed applicable NFPA training standards and any regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide eleven (11) trained, medically monitored, and competent personnel as identified by Contractor and designated by the Division as is reasonably necessary to operate within the safety levels of a statewide structural collapse team. Contractor understands and agrees that identified team members will meet applicable training standards and certifications at the time they are identified by Contractor to serve as members of the Statewide Structural Collapse Team.
- 3.4 **Vehicles and Equipment:** If the Division requests vehicles and equipment from the Contractor, it shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may retain structural collapse equipment and vehicles provided by grant funding through OJA for Contractor's local use, however, Contractor agrees that in the event of multiple responses, said equipment which is already not committed to a prior response shall be used on a priority basis to respond to a structural collapse incident.
- 3.5 **Vehicle and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with structural collapse vehicles, equipment and supplies under local authority, mutual-aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to Standard Operating Guidelines provided in Subsection 3.8 herein.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been

provided to the Division, the Contractor may decline a request for a Statewide Structural Collapse Team emergency response.

- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that the Statewide Structural Collapse team operations will be conducted in accordance with Standard Operating Guidelines and "Call-Out Procedure" that will be mutually approved by the parties to this Agreement. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT.

4.0 Training Costs and Reimbursement for Emergency Response

There are two types of Contractor costs under this Agreement: (1) Required Training Costs, and (2) Team Response Costs. Each of these costs are discussed more fully below.

- 4.1 **Required Training Costs:** Under §323.72(1), Stats., team personnel shall be trained and certified to the standards under the National Fire Protection Association standards NFPA 1001 and 1670, as further amended. As a condition of this Agreement, Contractor agrees that all team personnel shall attend structural collapse training and refresher training at the Regional Emergency All-Climate Training Center (REACT), which is owned and operated by the Division or at a location pre-approved in writing by the Division. The structural collapse and refresher training shall be a minimum of thirty-two (32) hours per team member per annum. Additional specialty training is available at REACT. All team personnel attending training at REACT shall be in a non-duty status with Contractor. To facilitate planning for required training, the REACT training schedule shall be posted at minimum of twelve months in advance, with the exception of the first contract period. Any team personnel who have not attended or completed the required training will not be allowed to respond under the scope of this Agreement. Team personnel shall also keep current any state required certifications. The Division shall maintain all structural collapse and refresher training records on each team member for training received at REACT.
- 4.2 **Team Response Costs and Reimbursement:** Under §323.72(2), Stats., the Division shall reimburse the Statewide Structural Collapse Team for costs incurred by the team in responding to an emergency involving a structural collapse incident if the team determines that a structural collapse emergency requiring a response existed. Reimbursement is limited to amounts collected from the responsible person(s) as defined in §323.72(3) (a) and (b), Stats. Reimbursement under this subsection is available only if the Statewide Structural Collapse Team has identified the person who is required to reimburse the Division and provided that information to the Division. Further, Contractor shall comply with all Division-approved reimbursement procedures and/or duly enacted Administrative Rule(s).

A person shall reimburse the Division for costs incurred by the Statewide Structural Collapse Team in responding to an emergency if the team determines that an

emergency requiring the team's response existed and that one of the following conditions applies:

- (1) The person possessed or controlled a structure that was involved in the structural collapse.
- (2) The person caused the structural collapse.

In the event a responsible person has been identified, Contractor shall be reimbursed for reasonable and necessary Team member response costs incurred in responding to a catastrophic structural collapse incident under this Agreement. Such Team response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-established rates.
- (2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at \$45.00 per hour per deployed team member. During an emergency deployment, this shall be calculated as portal to portal.
- (3) Backfill expenses: Contractor's personnel backfill expenses to cover deployed team members are reimbursable at the Contractor's actual cost.
- (4) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

4.3 Maximum Contract Payment for Training Costs: This Agreement shall have a maximum contract payment of \$15,840.00 per annum for training costs as described in "Exhibit B" to this Agreement. This calculation is based upon \$45 per hour for the minimum of thirty-two (32) hours per team member per annum. Payment for training costs will be made to Contractor on a quarterly basis. The payment will be determined by the actual hours of Division-approved training received by Contractor's team members during that quarter multiplied by \$45 per hour. In addition to the maximum contract payment, the Division will pay for enhanced training for specialty job assignments for team members as determined and approved in advance by the Division. The maximum contract payment for training does not, however, include Contractor's team response costs as specified in Subsection 4.2 of this Agreement. Contractor's personnel backfill expenses to cover team members in training status are not reimbursable.

No additional Contractor payment or reimbursement shall be paid or any additional demands placed on Contractor under this Agreement unless otherwise specifically agreed to by the Division and the Contractor, and upon written amendment to this Agreement.

labor, materials, supplies, equipment, and incidentals necessary to complete the services authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of team response costs except where partial payment has been made due to limitations as set forth above.

- 4.4 **Billing System for Division Reimbursement of Team Response Costs:** Contractor will provide an invoice for its team member response costs to the Division within ten (10) working days of the response. The Division will not bill responsible person(s) unless it receives an invoice from the Contractor. Contractor's claim for reimbursement shall contain such documentation as is necessary to support the Division's cost-recovery operations and financial audits. The Division agrees to bill responsible person(s) for the Statewide Structural Collapse Team response costs. Team response costs include such items as vehicle and equipment use, expendables and personnel costs. In addition, Division administrative costs may be billed as part of the emergency costs. Further, Contractor shall comply with all Division-approved procedures and/or duly enacted Administrative Rule(s).

The Division shall bill identified responsible person(s) within sixty (60) days of receipt of Contractor's invoice. Contractor's team response costs shall be collected by the Division from the responsible person(s) before any payment is made to the Contractor. Contractor agrees to cooperate with the Division as is reasonable and necessary in order to allow the Division to bill third parties and pursue cost recovery actions.

- 4.5 **Approval:** The Division shall notify Contractor of the need for structural collapse team member deployment and the need for mustering a platoon of WI Taskforce 1 at the REACT. Contractor agrees and understands that it shall not self deploy structural collapse teams members to a catastrophic structural collapse. Contractor may deploy structural collapse team members directly to an ongoing catastrophic structural collapse event at the request of the Division. Contractor agrees to make reasonable and good faith efforts to minimize Responsible Party and/or Division expenses.
- 4.6 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution for any Public Employees Retirement Withholding System benefit(s). Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 4.7 **Worker's Compensation:** A member of the Statewide Structural Collapse Team who is acting under the scope of this Agreement is an employee of the State for purposes of Worker's Compensation under §323.72(4) of the Wisconsin Statutes.
- 4.8 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due, and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due

required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 4.9 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a catastrophic structural collapse emergency except as approved and authorized under this Agreement.

5.0 Liability and Indemnity

- 5.1 **Scope:** During operations authorized by this Agreement, Contractor and members of the Statewide Structural Collapse Team shall be agents of the State of Wisconsin for purposes of §895.46(1), Stats. For the purposes of this Article, operations means activities, including travel, directly related to a particular emergency response involving a structural collapse incident by the Statewide Structural Collapse Team. Operations also include advanced training activities provided under this Agreement to members of the Statewide Structural Collapse Team, but does not include travel to and from the training.
- 5.2 **Civil liability exemption; regional emergency response teams and their sponsoring agencies:** Under §895.483(4), Wis. Stats., a regional structural collapse team, a member of such a team, and a local agency, as defined in s. §323.70 (1) (b), that contracts with the division of emergency management in the department of military affairs for the provision of a regional structural collapse team, are immune from civil liability for acts or omissions related to carrying out responsibilities under a contract under §323.72 (1), Stats.
- 5.3 **Contractor Indemnification of State:** When acting as other than an agent of the Division under this Agreement, and when using the State's or Division's vehicles or equipment, the Contractor shall indemnify, defend and hold harmless the State, Division, its officers, Divisions, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

6.0 Insurance Provisions

- 6.1 **Public Liability and Property Damage Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.2 **Automobile Liability:** Contractor and team members shall obtain and keep in effect motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability, bodily injury and property damage insurance mentioned in Subsection 6.1. Minimum coverage limits shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit C". The Certificate is required to be presented prior to commencement of this Agreement.

- 6.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the Division.
- 6.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement. The insurance certificate is required to be presented prior to commencement of this Agreement.

7.0 Standard Contract Terms, Conditions and Requirements

- 7.1 **Disclosure of Independence and Relationship:** Contractor certifies that no relationship exists between the Statewide Structural Collapse Team, the State or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interest of the State.

Contractor agrees as part of this contract for services that during performance of this contract, they will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the contracting agency or has interests that are adverse to the contracting agency. The Department of Administration may waive this provision, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 7.2 **Dual Employment:** §16.417 of the Wisconsin Statutes, prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 7.3 **Employment:** Contractor will not engage the service of any person or persons now

employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.

7.4 **Conflict of interest:** Private and non-profit corporations are bound by §180.0831 and §181.225 Wis. Stats., regarding conflicts of interest by directors in the conduct of state contracts.

7.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles, and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.

7.6 **Hold Harmless:** The Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin shall be held harmless in any disputes the team and/or fire department may have with their employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

7.7 **Termination of Agreement:** The Division and/or Contractor may terminate this Agreement at any time **for cause** by delivering one hundred twenty (120) days written notice to the other Party. Upon termination, the Division's liability will be limited to the pro rata cost of the training costs provided under Subsection 4.1 as of the date of termination plus expenses incurred with the prior written approval of the Division. Upon termination, Contractor will refund to the Division within one hundred twenty (120) days of said termination pro rata training payments made hereunder by the Division to the Contractor.

Contractor may terminate this Agreement **at will** by delivering one hundred twenty (120) days written notice to the Division. In the event the Contractor terminates this Agreement for any reason whatsoever, it will refund to the Division within one hundred twenty (120) days of said termination all payments made hereunder by the Division for training costs, under Subsection 4.1, provided to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

The Division may terminate this Agreement **at will** effective upon delivery of written notice to the Contractor, under any of the following conditions:

(1) If funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training, the Agreement may be modified to accommodate a reduction or increase in funds.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed,

or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Section 5.0 will be limited to events occurring during the term of this Agreement.

7.8 **Cancellation:** The State of Wisconsin reserves that right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the Contractor to comply with the terms, conditions, and specifications of this Agreement.

7.9 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for contract performance whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

Contractor shall file with the Department of Military Affairs quarterly reports of purchases of such supplies and services necessary for the implementation of this Agreement.

7.10 **Executed Contract to Constitute Entire Agreement:** The contents of the Agreement including Exhibits and additional terms agreed to, in writing, by the Division and the Contractor shall become a part of the Agreement herein. The written Agreement with referenced parts and attachments shall constitute the entire Agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to, in writing, by the contracting authority.

7.11 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

7.12 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which may in any manner affect the work or its conduct.

7.13 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 7.14 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 7.15 **Force Majeure:** Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war which is beyond that party's reasonable control.
- 7.17 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
DMA Wisconsin
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of Legal Counsel, WING-LGL
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 7.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 7.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division and Contractor.
- 7.19 **Approval Authority:** Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.
- 7.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon one hundred twenty (120) days prior written notice, terminate this contract if funds are not available.

- 7.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State or Contractor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 7.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties hereto. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 7.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained any previous correspondence from the Division, it is agreed between the parties that the language in this Agreement shall prevail.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this 19th day of December, 2014



Brian M. Satula, Division Administrator

On Behalf of the City of Chippewa Falls
A Municipal Corporation

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Gregory S. Hoffman

Title: Mayor

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Bridget Givens

Title: City Clerk

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

Signature: _____

Printed Name: Lynne Bauer

Title: City Finance Manager/Treasurer

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

On Behalf of the City of Chippewa Falls Fire Department

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Thomas K. Larson

Title: Fire Chief

Address: 211 Bay Street

City/State: Chippewa Falls, WI Zip: 54729

Approved as to form:

Dated this ____ day of _____, 201__

Signature: _____

Printed Name: Robert Ferg

Title: City Attorney

Address: City Hall, 30 West Central Street

City/State: Chippewa Falls, WI Zip: 54729

Standard Terms And Conditions (Request For Bids / Proposals)

- 1.0 SPECIFICATIONS:** The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The State of Wisconsin shall be the sole judge of equivalency. Bidders/proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their bid/proposal.
- 2.0 DEVIATIONS AND EXCEPTIONS:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the bidder's/proposer's letterhead, signed, and attached to the request. In the absence of such statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.
- 3.0 QUALITY:** Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the State of Wisconsin.
- 4.0 QUANTITIES:** The quantities shown on this request are based on estimated needs. The state reserves the right to increase or decrease quantities to meet actual needs.
- 5.0 DELIVERY:** Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified.
- 6.0 PRICING AND DISCOUNT:** The State of Wisconsin qualifies for governmental discounts and its educational institutions also qualify for educational discounts. Unit prices shall reflect these discounts.
- 6.1** Unit prices shown on the bid/proposal or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the bid/proposal evaluation and contract administration.
- 6.2** Prices established in continuing agreements and term contracts may be lowered due to general market conditions, but prices shall not be subject to increase for ninety (90) calendar days from the date of award. Any increase proposed shall be submitted to the contracting agency thirty (30) calendar days before the proposed effective date of the price increase, and shall be limited to fully documented cost increases to the contractor which are demonstrated to be industrywide. The conditions under which price increases may be granted shall be expressed in bid/proposal documents and contracts or agreements.
- 6.3** In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30).
- 7.0 UNFAIR SALES ACT:** Prices quoted to the State of Wisconsin are not governed by the Unfair Sales Act.
- 8.0 ACCEPTANCE-REJECTION:** The State of Wisconsin reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of the State of Wisconsin.
- Bids/proposals MUST be date and time stamped by the soliciting purchasing office on or before the date and time that the bid/proposal is due. Bids/proposals date and time stamped in another office will be rejected. Receipt of a bid/proposal by the mail system does not constitute receipt of a bid/proposal by the purchasing office.
- 9.0 METHOD OF AWARD:** Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.
- 10.0 ORDERING:** Purchase orders or releases via purchasing cards shall be placed directly to the contractor by an authorized agency. No other purchase orders are authorized.
- 11.0 PAYMENT TERMS AND INVOICING:** The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.
- Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.
- A good faith dispute creates an exception to prompt payment.
- 12.0 TAXES:** The State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.
- The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.
- 13.0 GUARANTEED DELIVERY:** Failure of the contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 14.0 ENTIRE AGREEMENT:** These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements

are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

- 15.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 16.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 17.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 18.0 WORK CENTER CRITERIA:** A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped individuals.
- 19.0 NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.
- 19.1** Contracts estimated to be over twenty-five thousand dollars (\$25,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than twenty-five (25) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions

on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

- 19.2** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 19.3** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 20.0 PATENT INFRINGEMENT:** The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- 21.0 SAFETY REQUIREMENTS:** All materials, equipment, and supplies provided to the State of Wisconsin must comply fully with all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.
- 22.0 WARRANTY:** Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.
- 23.0 INSURANCE RESPONSIBILITY:** The contractor performing services for the State of Wisconsin shall:
- 23.1** Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
- 23.2** Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- 23.3** The state reserves the right to require higher or lower limits where warranted.
- 24.0 CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to nonappropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

25.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

26.0 PUBLIC RECORDS ACCESS: It is the intention of the state to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities.

Bid/proposal openings are public unless otherwise specified. Records may not be available for public inspection prior to issuance of the notice of intent to award or the award of the contract.

27.0 PROPRIETARY INFORMATION: Any restrictions on the use of data contained within a request, must be clearly stated in the bid/proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable State of Wisconsin procurement regulations and the Wisconsin public records law. Proprietary restrictions normally are not accepted. However, when accepted, it is the vendor's responsibility to defend the determination in the event of an appeal or litigation.

27.1 Data contained in a bid/proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the State of Wisconsin.

27.2 Any material submitted by the vendor in response to this request that the vendor considers confidential and proprietary information and which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats., or material which can be kept confidential under the Wisconsin public records law, must be identified on a Designation of Confidential and Proprietary Information form (DOA-3027). Bidders/proposers may request the form if it is not part of the Request for Bid/Request for Proposal package. Bid/proposal prices cannot be held confidential.

28.0 DISCLOSURE: If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

29.0 RECYCLED MATERIALS: The State of Wisconsin is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

30.0 MATERIAL SAFETY DATA SHEET: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

31.0 PROMOTIONAL ADVERTISING / NEWS RELEASES: Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

32.0 HOLD HARMLESS: The contractor will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the contractor, or of any of its contractors, in prosecuting work under this agreement.

33.0 FOREIGN CORPORATION: A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

34.0 WORK CENTER PROGRAM: The successful bidder/proposer shall agree to implement processes that allow the State agencies, including the University of Wisconsin System, to satisfy the State's obligation to purchase goods and services produced by work centers certified under the State Use Law, s.16.752, Wis. Stat. This shall result in requiring the successful bidder/proposer to include products provided by work centers in its catalog for State agencies and campuses or to block the sale of comparable items to State agencies and campuses.

35.0 FORCE MAJEURE: Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

EXHIBIT B

**EXTENDED CONTRACT FOR STATEWIDE STRUCTURAL
COLLAPSE TEAM MEMBERS**

TRAINING COSTS
Calendar years 2015 and 2016

NAME OF CONTRACTOR: City of Chippewa Falls

NUMBER OF TEAM MEMBERS PROVIDED: 11

TRAINING COSTS CALCULATED AS:

Number of team members provided: 11

Required hours of training per annum: 32 hours

Hourly training cost: \$45 per hour

$$\begin{array}{r r r r r r} \underline{11} & & \text{X} & \underline{32} & & \text{X} & \underline{\$45.00} & = & \underline{\$15,840.00} \\ (\# \text{ members}) & & & (\text{Training hours}) & & & (\text{Hourly cost}) & & \text{Total} \end{array}$$

ANNUAL TRAINING COSTS \$15,840.00

(f)

Restrictions on Class "A" Licenses. (Cr. #93-11) It is the intent of the City Council and purpose of this provision to provide for a high level of supervision and security in the storage and retail sale of intoxicating beverages under a Class A Intoxicating Liquor license and Class A Fermented Malt Beverage license. Purposes include, but are not limited by enumeration, to restrict access of minors, prevent shoplifting, provide for only licensed clerks or those directly under the supervision of the licensee, to supervise checkout areas so that proper identification and age of purchaser is made by sales clerks. Grocery stores, if otherwise properly licensed, may sell such beverages for consumption away from the premises only on the following conditions:

1. Retail sales are contained in a separate secure portion of the facility which has a separate public access door to the outside. There may be only one lockable customer entrance, not to exceed 10 feet in width, between secured portion and the rest of the grocery store. (Am. #98-42)
2. Separate checkout facilities are used in the area specified in 1. above.
3. Properly licensed salespeople only are operating and supervising sales and checkouts.
4. Storage of such beverages, if not in the separate, secured portion itself, may be in another portion of the licensed premises which is not accessible to the public. Such storage must be in a locked, secured area and be accessible only by the licensee or under the licensee's supervision. Any transfer from storage to retail areas must be conducted under the supervision of licensee and in such person's immediate possession.
5. Premises which hold a combination Class "A" (beer) and "Class A" (liquor) license may display and sell alcoholic beverages outside of the secured and separate area if the following restrictions and limitations are met: (Rep. & recr. #08-14)
 - a. Less than 50% of total gross sales from the secured portion and the off-secured portion combined are registered in the off-secured portion. The licensee must maintain a secure portion or area consistent with the ordinance. This secure portion must serve as the primary area for alcohol sales and the majority of alcoholic beverages displayed and sold on the entire premises must be from the secure portion area.
 - b. The primary alcohol sales area, the secure portion, must be locked and secure when alcohol sales are prohibited by ordinance or state law to prevent the public from entering during those hours.
 - c. Coolers used for the sale and/or display of alcoholic beverages which are located outside of the secured area must be securely locked during all hours in which such products are prohibited from sale. Alcoholic beverages not secured in coolers must have notices prominently and unmistakably displayed to notify customers and patrons of prohibited sales times and hours.
 - d. Any alcoholic beverages which are displayed or offered for sale outside of the secured portion may not be located or displayed within 50 feet of any entry or exit door which is used by the public.

- e. Camera and recording equipment is required. All check-out and register areas together with all areas where alcoholic beverages are displayed for sale outside of the secured portion must be monitored by an electronic camera with all activities recorded; and
 1. Such equipment must be operational at all times during which the business is open and provide a clear view of the area and the activity within the area with sufficient detail to aid in an investigation; and
 2. All digital recordings required under this section shall be retained for a minimum of 21 calendar days. The recordings required hereunder shall be made available to law enforcement at any time.

- f. Cash register system requirements must be met. All cash registers must be set up and in an operational mode which:
 1. Prompts employees to check and/or determine the appropriate age of the customer/buyer/procurer during the transaction process;
 2. Requires age verification to complete the transaction; and
 3. Prevents all underage employees from completing alcohol beverage transactions by requiring a person of legal age to complete the transaction.

- g. Retailers must file a formally documented procedure that includes a progressive discipline procedure for employees that unlawfully sell fermented malt beverages to underage persons. This policy shall be part of the application and taken into consideration by the Council in determining whether or not to grant a license(s).

6. The following restrictions shall apply to anyone applying for a Class A Fermented Malt Beverage License. (Cr. #2004-11)

- a. Cold beer must be sold out of coolers and coolers must be locked from 9:00 p.m. to 8:00 a.m.
- b. Warm beer cannot be displayed on the sales floor, in bulk or otherwise, but can be sold on request from secure back area of store.
- c. No sales of single or loose container alcoholic beverages are allowed unless from a secure room according to restrictions listed above in subsection 12.03(4)(f).
- d. Only properly licensed salespeople shall operate and supervise sales and checkouts.
- e. Advertising of alcoholic beverages shall be only allowed in the nonsecured portion of the grocery store to the following extent:

1. Weekly grocery newspaper ad with liquor ad included can be posted in-store, one location at front of store and/or these can be available to customers.
2. In-store hand bill with liquor ad may be available for customer pickup at courtesy counter area only.
3. Signs in liquor window adjoining nonsecured area. Limited to neon only without price marquee, ie. no pricing information in or on window.
4. Sign in liquor entrance. Limited to one 18" × 36".

f.

Retailer must file a formally documented procedure that includes a progressive discipline procedure for employees that unlawfully sell fermented malt beverages to underage persons. This policy shall be part of the application and taken into consideration by the Council in determining whether or not to grant a Class A fermented malt beverage license.



Minutes
Committee on Committees
Wednesday, January 28, 2015

Committee on Committees met on **Wednesday, January 28, 2015** at **7:15 pm** in the **City Hall, Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Committee/Council Members Present: George Adrian, Chuck Hull, Mike Hanke, Amy Mason, Rob Kiefer, Edward Martin, and Mayor Hoffman.

Others Present: Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer and City Clerk Bridget Givens.

The meeting was called to order at 7:15 pm.

1. Discuss appointments to various Committees, Boards and Commissions with possible recommendations to the Council.

Motion by Hanke/Hull to recommend removing Amy Mason as a member of Committee #3 and replacing her with Edward Martin. **All present voting aye, motion carried.**

2. Adjournment

Motion by Hanke/Hull to adjourn at 7:15 pm. **All present voting aye, motion carried.**

Minutes submitted by:
George Adrian, Council President

COMMITTEE ON COMMITTEES (George, Chuck, Mike)

January 28, 2015

	Chair	Vice-Chair	Member
Committee #1 Revenues, Disbursements Water & Wastewater	George Adrian	Rob Kiefer	Paul Olson
Committee #2 Labor Negotiations, Personnel, Policy & Administration	Amy Mason	Chuck Hull	George Adrian
Committee #3 Transportation, Construction, Public Safety & Traffic	Mike Hanke	Paul Olson	Edward Martin
Committee #4 Recycling, Computerization, Buildings & Intergovernmental Services	Chuck Hull	Rob Kiefer	Mike Hanke

Committee/Board/Commission	Member
City Plan Commission	Chuck Hull
Board of Public Works	George Adrian
Library Board	Paul Olson
Park Board	Rob Kiefer
Transit Board	Chuck Hull, George Adrian
Chippewa Falls Community Development Block Grant Committee	Chuck Hull
Redevelopment Authority	Mike Hanke
Local Emergency Planning Committee	Mike Hanke
Cable Television Advisory Board	
Chippewa-Eau Claire Metropolitan Planning Organization (alternate to Mayor)	
Chippewa County Housing Authority Commission	Mayor Greg Hoffman
Long Range Planning Committee	
Chamber Legislative Liaison	George Adrian
Chamber Tourism Member	Rob Kiefer
Main Street Board	Mayor Greg Hoffman
Senior Center Board of Directors	Mike Hanke

ORDINANCE NO. 2015-02

**AN ORDINANCE AMENDING THE CONDITIONAL USES IN THE O-2
PROFESSIONAL OFFICE AND INSTITUTIONAL DISTRICT ZONING CODE
SECTION TO INCLUDE ADDITIONAL CONDITIONAL USES, SECTION 17.27.5
(7) OF THE CHIPPEWA FALLS MUNICIPAL CODE**

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

1. That § 17.27.5 (7) (f) of the Chippewa Falls Municipal Code be created to provide
as follows:

17.27.5-O-2 PROFESSIONAL OFFICE AND INSTITUTIONAL DISTRICT.

(7) **CONDITIONAL USES**

•••

•••

(f) Community living arrangements, community based residential
facilities, and residential care apartment complexes, subject to State of
Wisconsin licensing requirements.

Dated this 17th day of February, 2015.

ALDERPERSON: _____
George Adrian

FIRST READING: February 3, 2015

SECOND READING: February 17, 2015

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

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

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

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

**Lots 1-6, 12-18 and parts of lots 7, 10 and 11, Block 6,
Zielie's Addition, City of Chippewa Falls
Located North of South Avenue, East of Chippewa Crossing Boulevard
and South of Garden Street.**

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

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

Dated this 17th day of February, 2015.

FIRST READING: February 3, 2015

SECOND READING: February 17, 2015

PUBLIC HEARING: February 17, 2015

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Council President

LOCATION MAP



NO SCALE

GARDEN ST.

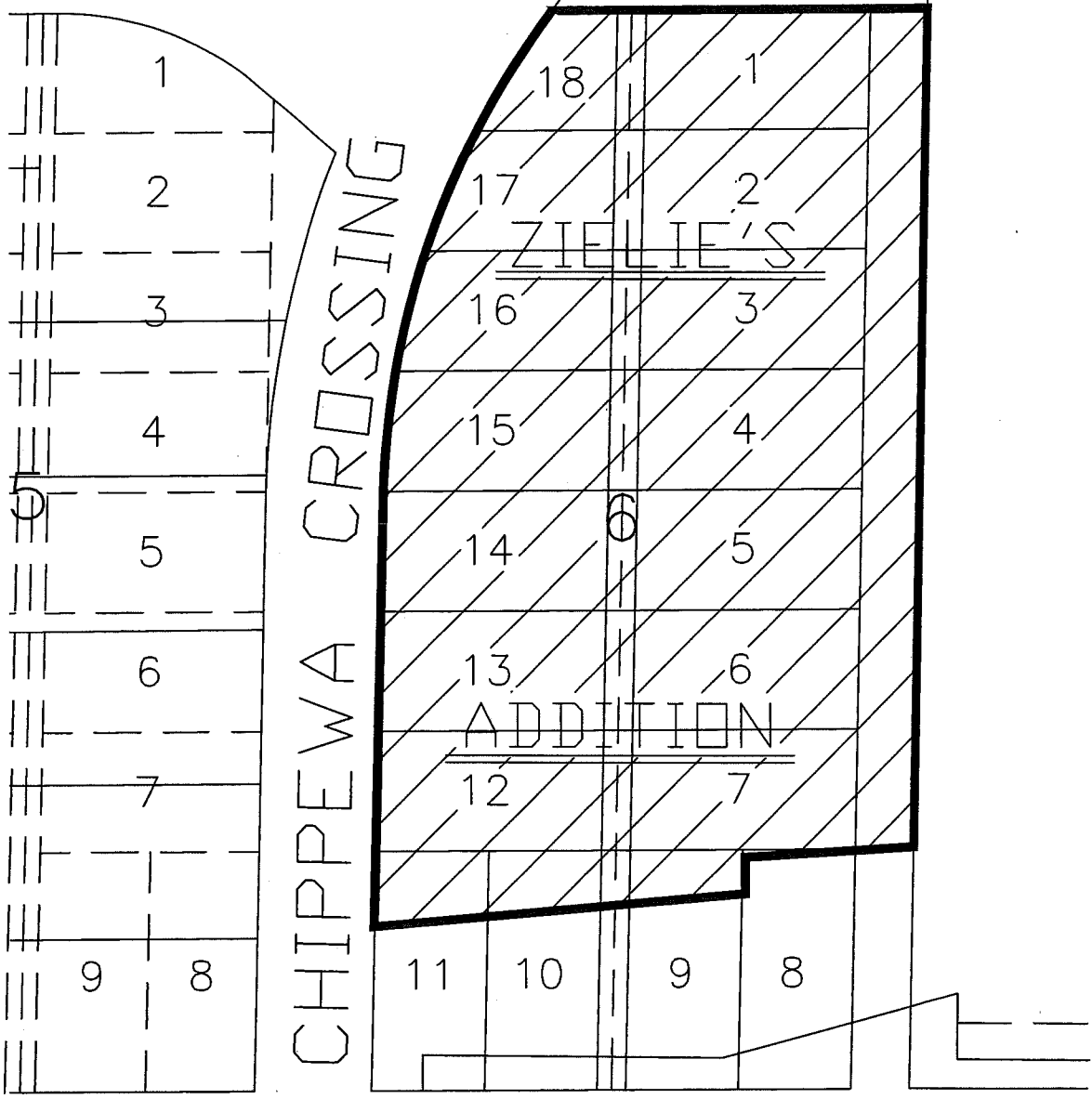
CHIPPEWA CROSSING

ZIELLIE'S

ADDITION

SOUTH

AVE.



**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO OPERATE AND MAINTAIN A CRAFT MICRO BREWERY AND DISTILLERY
LOCATED AT #402-#406 WEST RIVER STREET, ON PARCEL #88, LOTS #4 AND #5,
BLOCK #17, CHIPPEWA FALLS PLAT**

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

1. That a request by James Stirn for a Special Use Permit was received by the City of Chippewa Falls Plan Commission for consideration and action on January 12, 2015 and has been duly considered.

2. That a Special Use Permit is hereby issued, pursuant to Chapter 17.48 of the Municipal Code of Chippewa Falls, for a craft micro brewery and distillery located at 402-406 West River Street. This property is zoned C-4 Highway Commercial District and pending Common Council action, will be rezoned to C-3 Central Business District.

3. That the Special Use Permit is hereby granted and shall be expressly subject to and conditioned upon the following:

- a) The business will upgrade the existing building façade with a contemporary metallic finish.
- b) That the facility be allowed to operate 24 hours per day and seven days per week for manufacturing.
- c) That the brew system be allowed to be a 20 barrel system.
- d) That the still be allowed to be 2500 Liters or 660 gallons.
- e) That a tasting room with occupancy of 96 be allowed as shown on attached Floor Plan A2.
- f) That the tasting room be allowed to operate from 8:00 AM to 2:00 AM, 7 days a week.
- g) That a tap and bar room area with an occupancy of 22 be allowed as shown on attached Floor Plan A2.
- h) That a special events area with occupancy of 105 be allowed as shown on attached Floor Plan A2.
- i) Onsite parking is not required in the Central Business District, however, 14 parking spaces are proposed as shown on attached Site Plan A1.
- j) Exterior lighting and signing will be allowed as shown on the attached Brewster Building Assembly Plan.
- k) That the attached location map and Special Use Permit Notice, Brewster Building Assembly, Site Plan A1, Floor Plan A2, Building Elevation Plan A3 and micro brewery and distillery pictures become part of the Special Use Permit Ordinance and available for inspection in the City of Chippewa Falls Engineering and Inspection Offices.
- l) That additions of a dock and still room be allowed as shown on the attached Floor Plan A2.

ORDINANCE NO. 2015-04

- m) That the expansion of the upper manufacturing building and added deck be allowed as shown on the attached Site Plan A1.
- n) That this permit shall expire upon transfer of ownership of these premises.
- o) That Chapter 17.48 (14), (15) and (16) of the Chippewa Falls Code of Ordinances regarding lapse of permit, automatic termination of permit and revocation of permit shall apply.
- p) Except as specifically provided herein, all regulations of the City Zoning Ordinance shall apply.
- q) That this permit shall become null and void by non-compliance with this permit or related Codes or by application to the Board of Appeals for any Code variance at these premises.
- r) That all changes or modifications to this permit shall be by the Common Council only after review and recommendation by the Plan Commission and after public notice and hearing as required for a Special Use Permit.

4. That this Ordinance shall take effect from and after its passage and publication.

Dated this 17th day of February 2015.

FIRST READING: February 3, 2015

Council President

SECOND READING: February 17, 2015

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

PUBLISHED: _____

**NOTICE OF PUBLIC HEARING
SPECIAL USE PERMIT
CITY OF CHIPPEWA FALLS**

Please take notice that the Common Council of the City of Chippewa Falls, Wisconsin, will conduct a public hearing on the **17th day of February, 2015** commencing at 6:30 P.M. in the Council Chambers, Municipal Building, 30 West Central Street, on a proposed Special Use Permit to:

Operate and maintain a craft micro Brewery and Distillery at 402-406 West River Street, Parcel 88, Lots 4 and 5, Block 17, Chippewa Falls Plat. This parcel is currently zoned C-4 Highway Commercial District and has been petitioned to be rezoned to C-3 Central Business District.

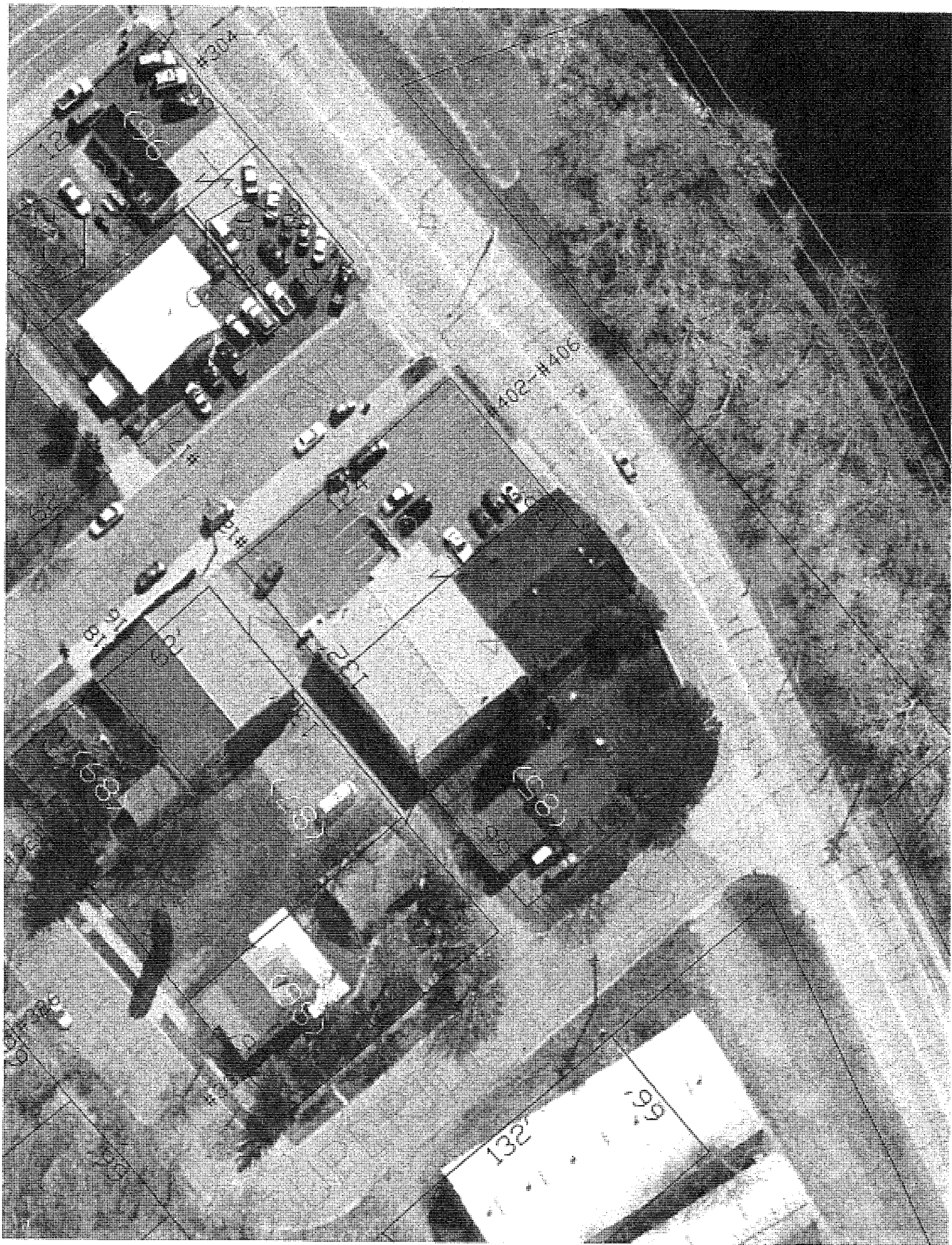
Following the hearing, the Common Council may consider adoption of an Ordinance granting this permit.

Information regarding this request and conditions to be considered for inclusion as a part of the permit may be obtained from the Office of the City Clerk or City Engineer at 30 West Central Street during normal business hours.

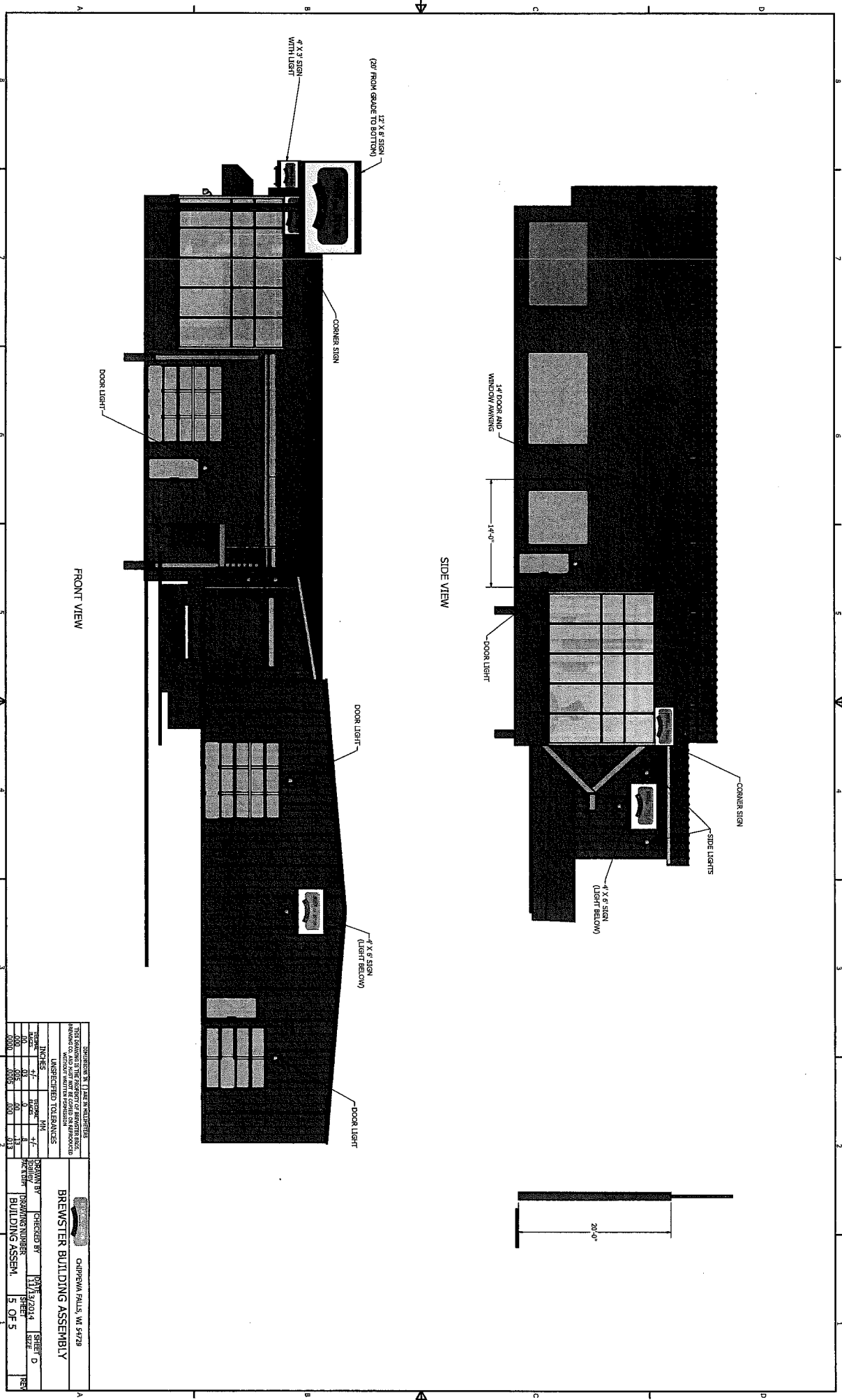
Bridget Givens
City Clerk

402-406 RIVER STREET
S.U.P.





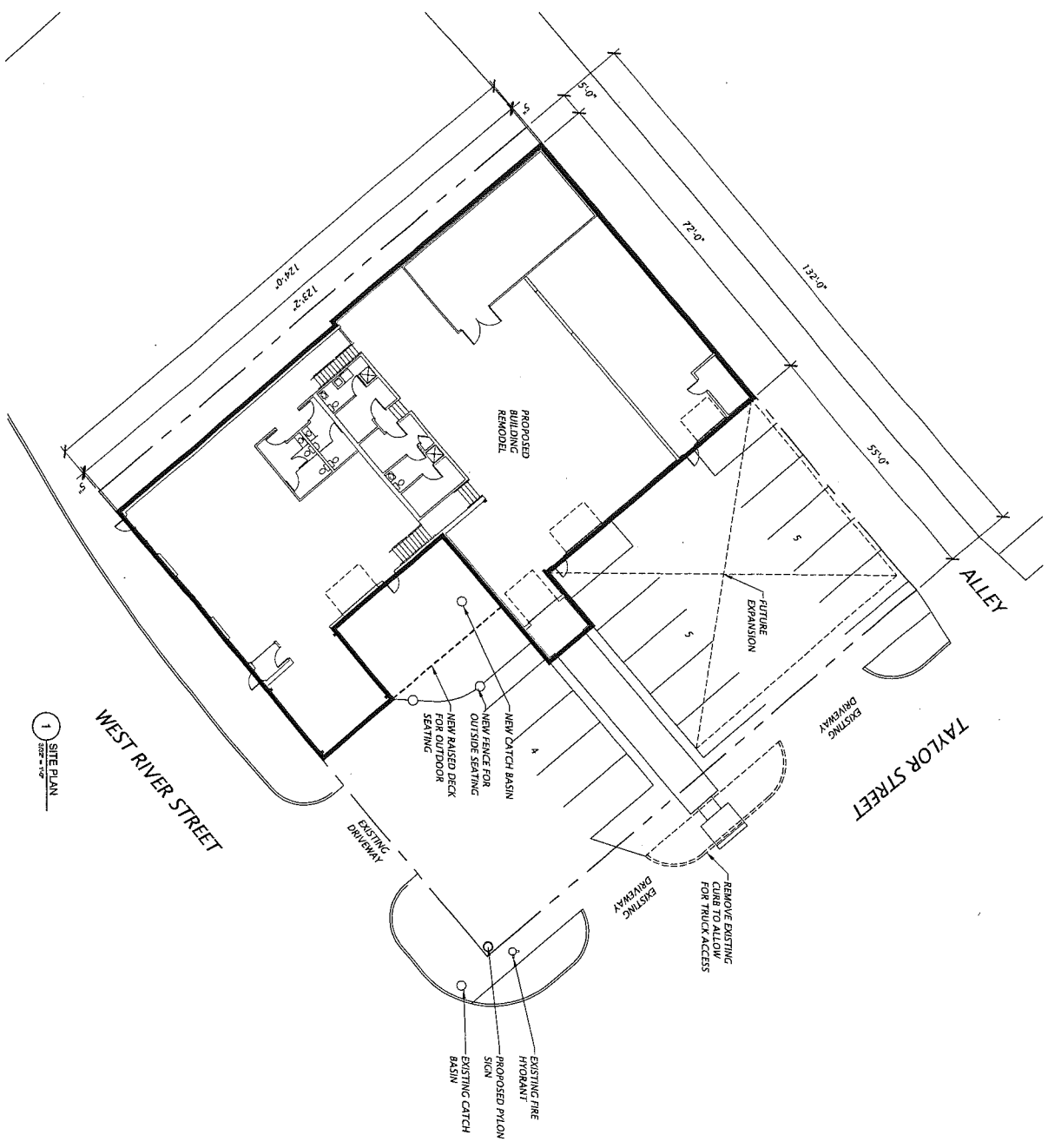




DIMENSIONS IN 1/8" ARE IN MILLIMETERS
THIS DRAWING IS THE PROPERTY OF REGISTERED ARCHITECT
AND ENGINEER. IT IS TO BE USED ONLY FOR THE PROJECT AND
PURPOSE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR
REPRODUCTION WITHOUT WRITTEN PERMISSION IS PROHIBITED.

UNSPECIFIED TOLERANCES			
FINISH	MIN.	MAX.	UNIT
WORK	+1/8"	-1/8"	MM
PAINT	+1/16"	-1/16"	MM
WOOD	+1/8"	-1/8"	MM
GLASS	+1/8"	-1/8"	MM
STEEL	+1/8"	-1/8"	MM
CONCRETE	+1/4"	-1/4"	MM
ASPHALT	+1/4"	-1/4"	MM
GRAVEL	+1/4"	-1/4"	MM
ROOFING	+1/4"	-1/4"	MM
MECHANICAL	+1/8"	-1/8"	MM
ELECTRICAL	+1/8"	-1/8"	MM
PLUMBING	+1/8"	-1/8"	MM
MECHANICAL	+1/8"	-1/8"	MM
ELECTRICAL	+1/8"	-1/8"	MM
PLUMBING	+1/8"	-1/8"	MM

REGISTERED ARCHITECT	CHAPMAN FALLS, WI 54729
BREWSTER BUILDING ASSEMBLY	
DESIGNED BY	10/27
DRAWN BY	11/13/2014
CHECKED BY	SHEET D
DATE	SHEET 5
TOTAL SHEETS	OF 5
PROJECT NAME	BREWSTER BUILDING ASSEMBLY



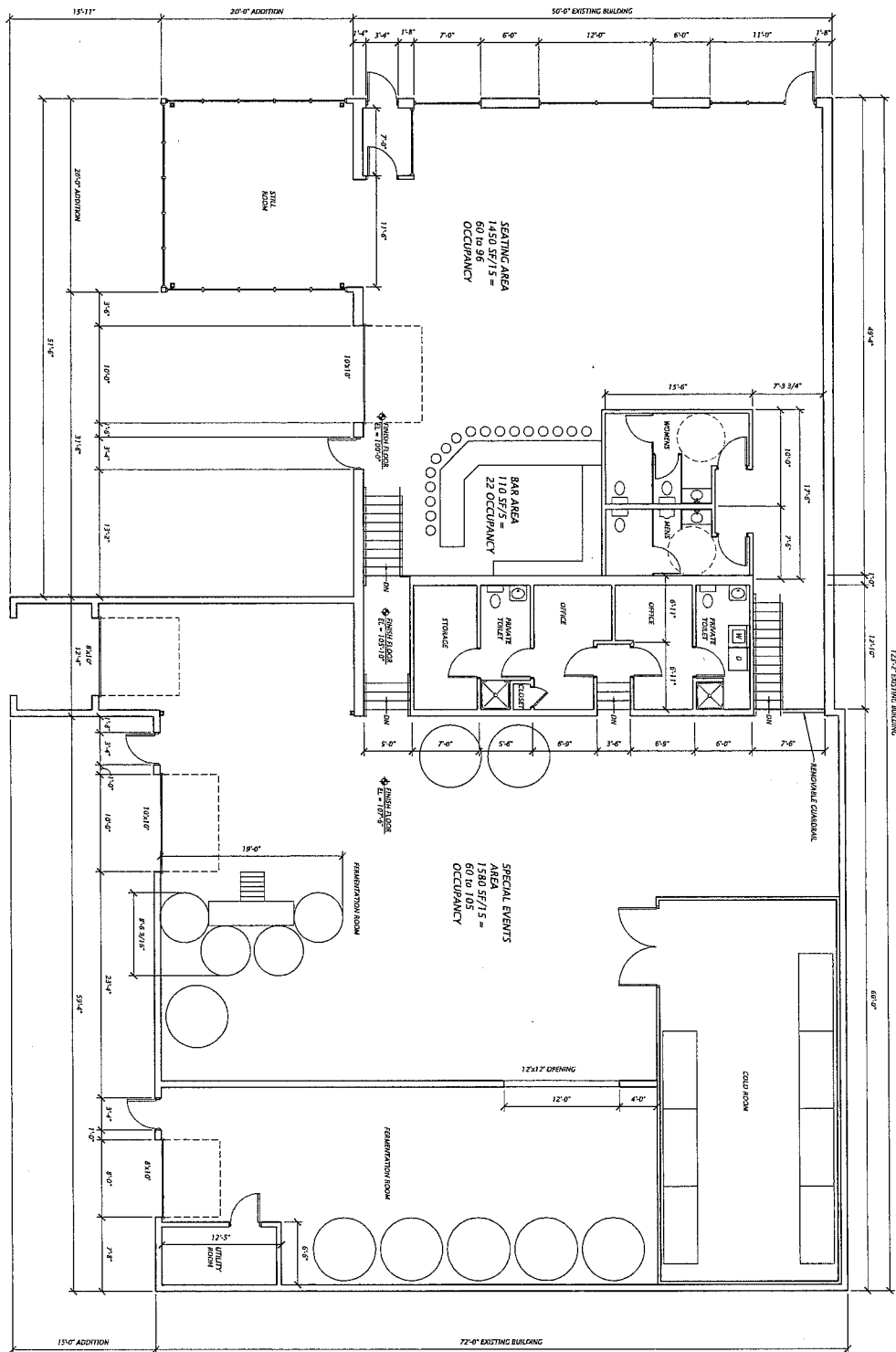
1 SITE PLAN
SCALE: 1" = 10'

SHEET INDEX	
A1	SITE PLAN
A2	ELEVATIONS

PROPERTY INFORMATION:
 PROPERTY: 16,888 SF
 AREA: 4,171 SF
 EXISTING BUILDING:
 1. TOTAL COMMERCIAL EQUIP. IN 4.1.1
 TOTAL FLOORING: 77,212 SF
 CONSTRUCTION TYPE: 100
 ADDITIONAL INFORMATION:
 400 SF STEEL DECK FLOOR IN SP. LOADING DOCK

STEVE CREVISTON ARCHITECT 57182 Norrish Road Eau Claire, WI 54701 TEL: 715-838-8988 CELL: 715-577-1632 stevecreviston@hotmail.com	
PROJECT INFORMATION CHIPPEWA RIVER DISTILLERY AND BREWERY 402 RIVER STREET CHIPPEWA FALLS, WI	SHEET DESCRIPTION FLOOR PLAN 13.31.14 DRAWING TITLE / REVISIONS
DATE: 11-14-07 SCALE: 1" = 10' DATE: 11-14-07 SCALE: 1" = 10' DATE: 11-14-07 SCALE: 1" = 10'	DATE: 11-14-07 SCALE: 1" = 10' DATE: 11-14-07 SCALE: 1" = 10'

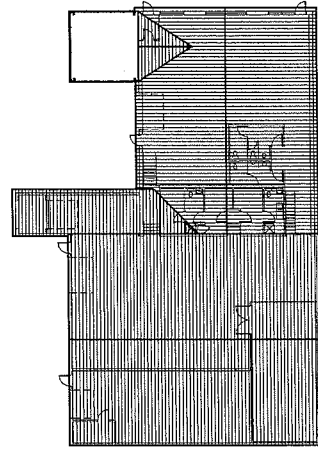
A17



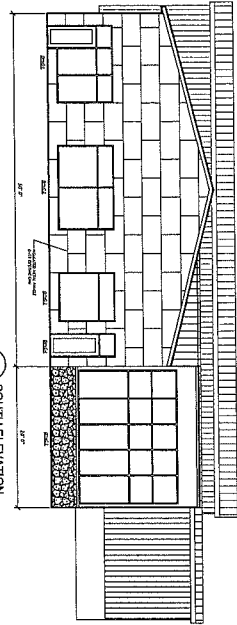
1 FLOOR PLAN
3/18/12



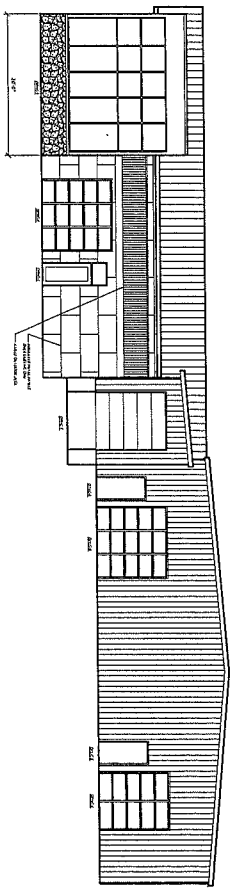
STEVE CREVISTON ARCHITECT 57182 Norrish Road Eau Claire, WI 54701 PH: 715-838-8988 CELL: 715-577-1632 stevecreviston@hotmail.com	
SHEET NUMBER A2	Project Information CHIPPEWA RIVER DISTILLERY AND BREWERY 402 RIVER STREET CHIPPewa FALLS, WI
Designer Steve Creviston	Date 3/18/12



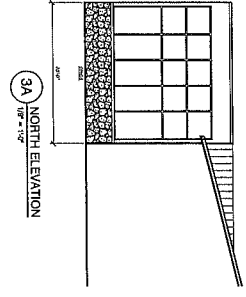
5 ROOF PLAN
1/8" = 1'-0"



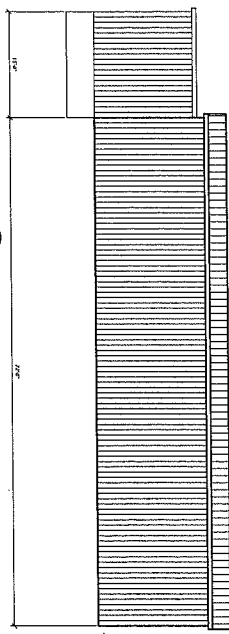
1 SOUTH ELEVATION
1/8" = 1'-0"



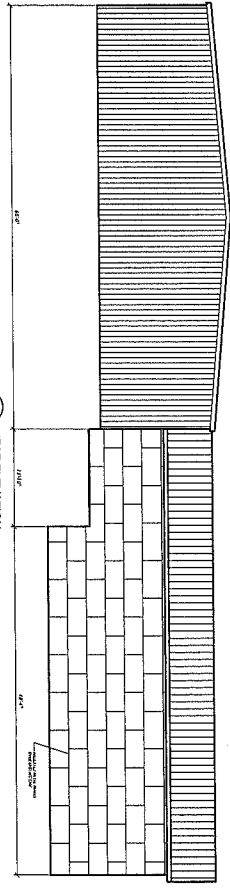
2 EAST ELEVATION
1/8" = 1'-0"



3A NORTH ELEVATION
1/8" = 1'-0"



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



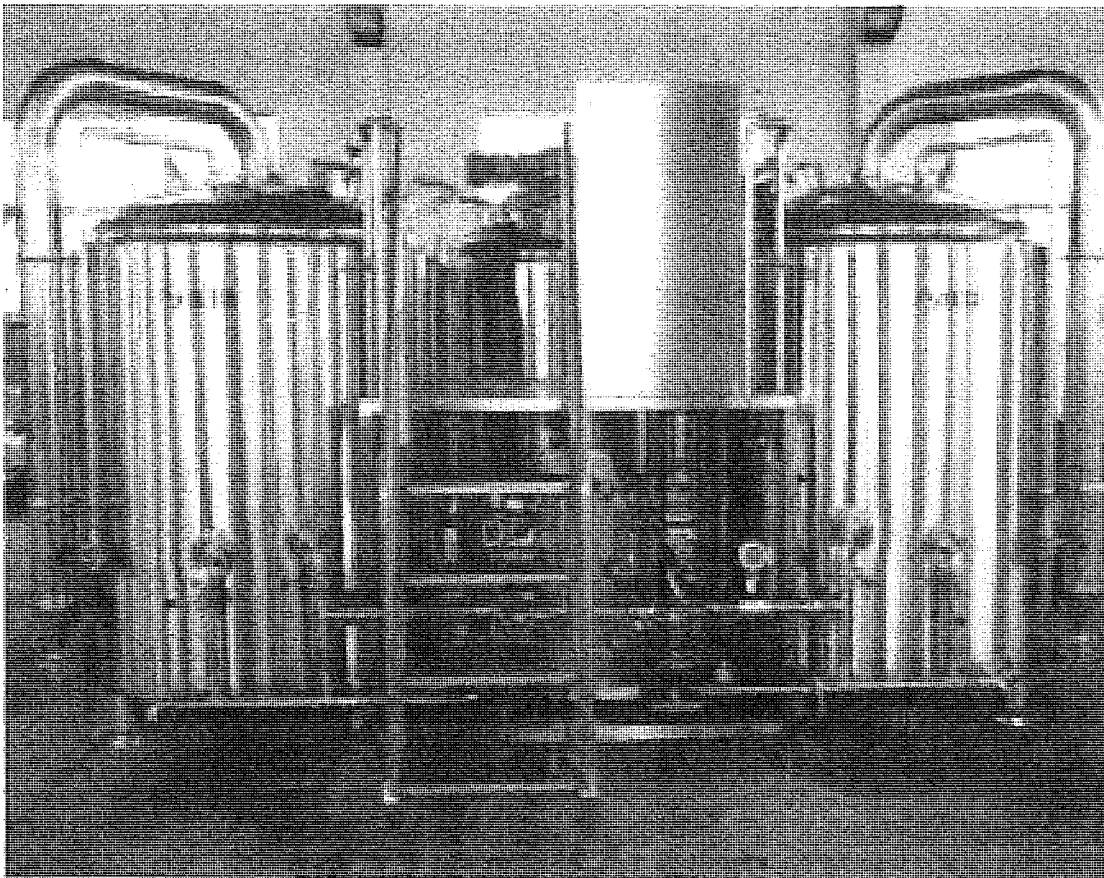
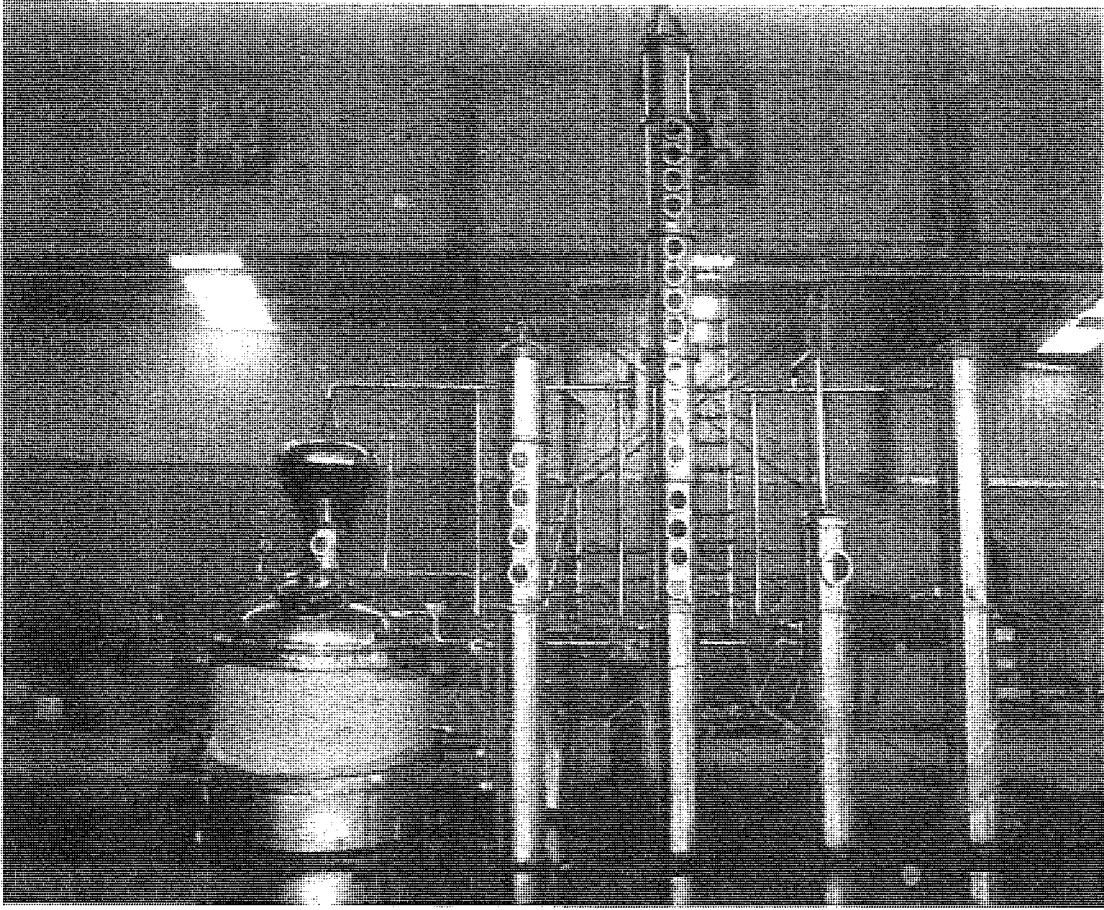
4 WEST ELEVATION
1/8" = 1'-0"

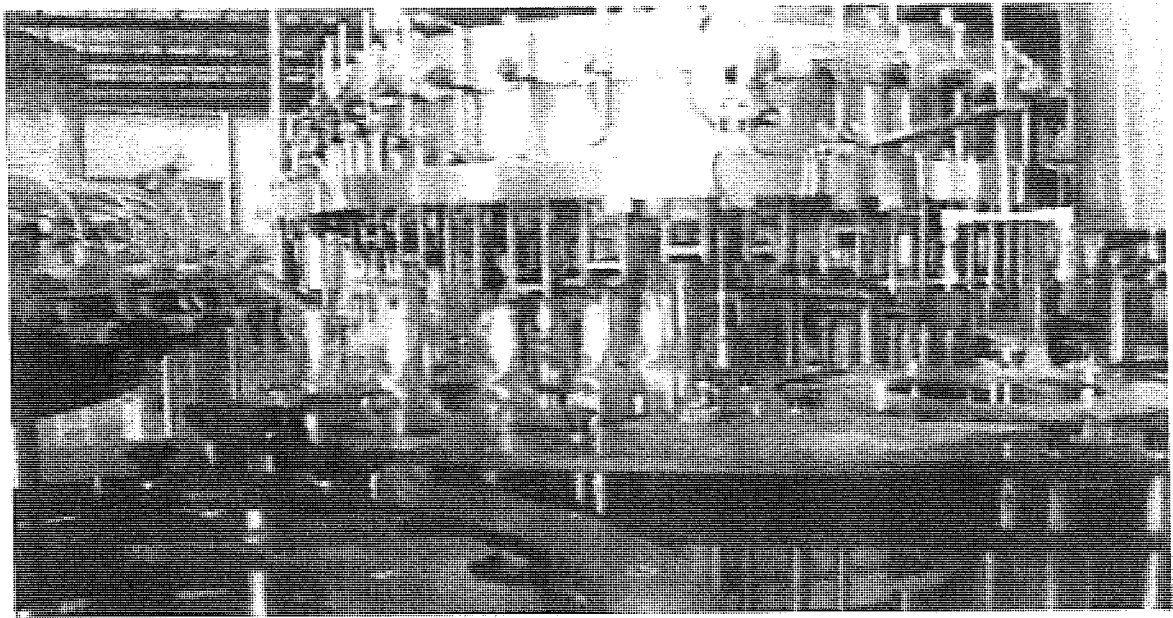
STEVE CREVISTON ARCHITECT
 57182 Norrish Road
 Eau Claire, WI 54701
 PH: 715-838-8988
 CELL: 715-577-1632
 stevecreviston@hotmail.com

Sheet Description
 ELEVATIONS

Project Information
 CHIPPEWA RIVER DISTILLERY AND BREWERY
 402 RIVER STREET CHIPPEWA FALLS, WI

13.31.14
 Drawing History / Revisions
 Date of Issue 11/14/07
 Designer SOC
 Checker SOC
 Plotter
 Sheet Number **A3**





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

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

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

**Parcel #88, Lots 4 and 5, Block 17,
Chippewa Falls Plat, City of Chippewa Falls
Located at 402 – 406 W. River Street**

C-4 Highway Commercial District to C-3 Central Business District

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

Dated this 17th day of February, 2015.

FIRST READING: February 3, 2015

SECOND READING: February 17, 2015

PUBLIC HEARING: February 17, 2015

APPROVED: _____
Mayor

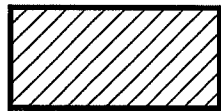
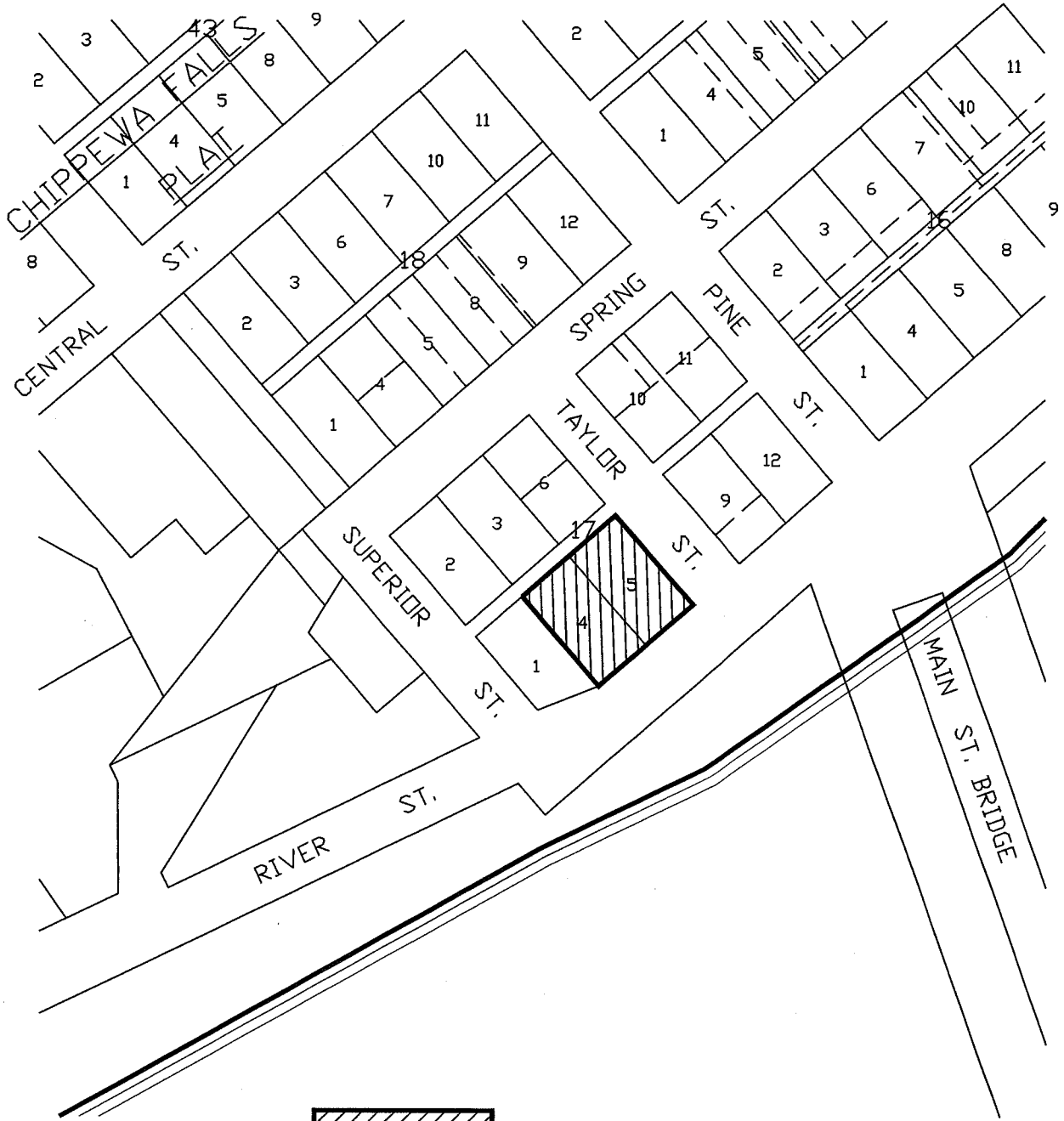
Council President

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

402-406 RIVER STREET REZONING

LOCATION MAP



AREA TO BE REZONED

RESOLUTION NO. 2015-03

RESOLUTION

WHEREAS, the sale of the real estate located on Olson Drive in the City of Chippewa Falls and more particularly described in the deed attached hereto has previously been authorized and approved by the Chippewa Falls Common Council;

WHEREAS, the proposed Warranty Deed transferring title is attached hereto;

NOW THEREFORE, THE CHIPPEWA FALLS COMMON COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

1. The attached Warranty Deed to convey title to John H. and LeAnn C. Nelson Revocable Trust dated February 10, 2009, is hereby ratified and approved and Mayor Gregory S. Hoffman and City Clerk Bridget Givens are hereby authorized to sign the said deed and the City Attorney is authorized to file an electronic real estate transfer return and close the sale transaction.

Dated this 3rd day of February, 2015.

Council Vote: Ayes: _____

Nays: _____

COUNCIL PRESIDENT: _____
George Adrian

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Chippewa Falls, a Wisconsin municipal corporation,

("Grantor," whether one or more), and John H. Nelson and LeAnn C. Nelson, trustees, or their successors, of the John H. and LeAnn C. Nelson Revocable Trust dated February 10, 2009,

("Grantee," whether one or more).
Grantor for a valuable consideration, conveys and warrants to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Chippewa County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):
Lot 46, 4th Riverside Industrial Park

Recording Area

Name and Return Address

**John H. Nelson
7157 185th Street
Chippewa Falls, WI 54727**

22808-0323-66230046

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Exceptions to warranties:

Recorded building and use restrictions, municipal zoning ordinances, easements of record, and tax levies.

Dated February 3, 2015

(SEAL) _____ (SEAL)
* Gregory S. Hoffman, Mayor *

(SEAL) _____ (SEAL)
* Bridget Givens, City Clerk *

AUTHENTICATION

Signature(s) of Gregory S. Hoffman and Bridget Givens

authenticated on February 3, 2015

* Robert A. Ferg
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Atty. Robert A. Ferg
Chippewa Falls, Wisconsin

ACKNOWLEDGMENT

STATE OF _____)
_____) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of _____
My commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

*Type name below signatures.

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

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

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

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

A. Columbia Street (Mansir Street to Carson Street)

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

B. Daisy Street (Prairie View Road to Grant Street)

1. Sanitary sewer main
2. Sanitary sewer services, from the main to the boulevard.
3. Water services, from the main to the boulevard.
4. Removal and replacement of deficient street surfacing.
5. Removal and replacement of deficient curb and gutter.

C. Governor Street (Columbia Street to Wheaton Street)

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

Resolution No. 2015-04

D. State Street (Grand Avenue to Water Street)

1. Removal and replacement of deficient curb and gutter or to allow for replacement of sanitary sewer and water services.
2. Removal and replacement of deficient sidewalks, or to allow for replacement of sanitary services.
3. Remove existing driveways and replace them with concrete driveways in the public right of way.
4. Removal and replacement of deficient street surfacing.

E. Superior Street (Coleman Street to Cedar Street)

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

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

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

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

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

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

7. Upon adoption, the City Clerk shall mail a copy of the Preliminary Resolution to every

Resolution No. 2015-04

interested party whose post office address is known or can be ascertained with reasonable diligence.

Dated this 3rd day of February, 2015.

ADOPTED: _____

Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

PUBLISHED: _____

