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, October 24, 2016 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:

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

- 1. Approve the minutes of the October 10, 2016 Board of Public Works meeting. (Attachment)
- 2. Consider request from Xcel Energy for easement in the Southwest corner of River St./Bridge St. Make recommendation to the Common Council. (Attachment)
- 3. Consider easement request for the Livery from Garrett Bresina and Greg Misfeldt. Make recommendation to the Common Council. (Attachment)
- 4. Adjournment

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 Wednesday, October 19, 2016 at 10:00 AM by Mary Bowe.

CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, OCTOBER 10, 2016 – 5:30 PM

The Board of Public Works met in City Hall on Monday, October 10, 2016 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson Paul Olson and Darrin Senn. Chippewa Fall Main Street Executive Director Teri Ouimette was also present at the meeting.

- 1. <u>Motion</u> by Bauer, seconded by Olson to approve the minutes of the September 6, 2016 Board of Public Works meeting. All present voting aye. <u>MOTION CARRIED.</u>
- 2. Teri Ouimette appeared to support Chippewa Falls Main Streets attached request for a street use permit to close Bridge Street, (Cedar Street to Spring Street), to traffic on Halloween, (October 31, 2016), between the hours of 2:30 p.m. and 5:15 p.m. Intersecting cross streets would remain open. The main reason for the request is for the safety of the 3000 to 5000 participants anticipated for the downtown trick or treating event. The Board discussed the recent similar closing of Bridge Street for the Paint the Town Pink event and noted many positive comments. The consensus that the Board reached was that this Halloween event is a community event and not to charge Main Street for the Public Works or Police services

 Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the Street Use Permit request from Chippewa Falls Main Street to close Bridge Street, (Cedar Street to Spring Street), on Halloween, October 31, 2016 from 2:30 p.m. to

5:15 p.m. for Halloween participant safety. In addition, to not charge Main Street for the

associated requested Public Works and Police services. All present voting aye.

MOTION CARRIED.

- 3. The Board discussed the attached request for a wider than 35 foot, (68') driveway for Spectrum Industries on Fleet Street. The existing driveway is 68' wide and is for the Spectrum Industries building, (former Pactiv), located at 1500 West River Street. Director of Public Works Rubenzer stated this is a very low volume traffic street and he had no issues with approving the request.

 Motion by Olson, seconded by Bauer that the Board of Public Works approve a 68' wide reconstruction of an existing 68' wide driveway onto Fleet Street from the Spectrum Industries building located at 1500 West River Street. All present voting aye except Senn who recused himself and abstained from the vote. MOTION CARRIED.
- 4. <u>Motion</u> by Senn, seconded by Olson to adjourn. All present voting aye. <u>MOTION</u> CARRIED. The Board of Public Works meeting adjourned at 5:46 P.M.

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

PERMANENT EASEMENT

The City of Chippewa Falls, a body corporate and politic under the Laws of Wisconsin (the "Grantor"), hereby grants to Northern States Power Company, a Wisconsin corporation, and its successors and assigns (collectively, the "Grantee"), this Permanent Easement as set forth below (the "Easement").

RECITALS

- A. Grantor owns the property known as the Chippewa Riverfront, located in the City of Chippewa Falls, County of Chippewa, State of Wisconsin, legally described as set forth on Exhibit A (the "Premises").
- B. Recently, Grantor and Grantee worked together during construction of the new Chippewa Riverfront to remove the existing bulkhead from the Premises for aesthetic purposes for the new Chippewa Riverfront.

This space is reserved for recording data

Return to Xcel Energy Siting and Land Rights Attn: Cheri F. Barna P.O. Box 8 Eau Claire, WI 54702

Parcel Identification Number/Tax Key Number

- C. The former bulkhead was constructed by Grantee in 1994 to access the tailrace of the Chippewa Falls Hydro Project for a major turbine-generator rehabilitation project. Grantee wishes to maintain access to the tailrace area and to construct a temporary bulkhead for any future capital, maintenance or emergency projects that may occur.
- D. Grantor desires to grant to Grantee certain rights to construct a temporary loading dock when needed (the "Temporary Tailrace Loading Dock"), in the location depicted on the attached Exhibit B (the "Loading Dock Area").
- E. Grantor also desires to grant to Grantee certain access rights to and from the Temporary Tailrace Loading Dock, which rights are over and across a portion of the Premises as shown on Exhibit B (the "Access Easement Area").

EASEMENT

NOW, THEREFORE, for good and valuable consideration, Grantor hereby grants to Grantee this Easement subject to the following terms and conditions.

- 1. <u>Recitals</u>. The Recitals are incorporated into and made a part of this Easement.
- 2. <u>Easement</u>. Grantee shall have the permanent, perpetual, non-exclusive right, privilege and easement:

- (a) to construct, install, operate, repair, remove, replace, reconstruct, alter, relocate, patrol, inspect, mark, improve, enlarge, and maintain a temporary loading dock within the Loading Dock Area; and
- (b) for ingress and egress upon, in, over, and across the Access Easement Area by Grantee, its agents, its contractors, successors or assigns, their personnel, vehicles and equipment, to access the Loading Dock Area and the Temporary Tailrace Loading Dock. Grantee's rights shall include, but not be limited to, the right to survey, clear, construct, lay gravel or other environmentally acceptable materials near the loading dock, and use construction mats as a road or access way with all culverts, bridging, and appurtenances (collectively, the "Access Improvements") necessary or reasonably useful for the safe and prudent use of the access rights set forth in this Easement.
- (c) Grantor reserves the right to use the Loading Dock Area and the Access Easement Area for purposes that will not interfere with Grantee's full enjoyment of the easement rights granted in this Easement. Grantor and Grantee agree not to obstruct or interfere with each other's use of the easement rights identified herein.
- Grantee of the Premises adjacent to the Loading Dock Area during construction, repair, or replacement of the Temporary Tailrace Loading Dock.
- (e) In exercising its rights herein, Grantee shall minimize disruption to park events as much as possible. If Grantee is going to construct a temporary access way on the Access Easement Area and/or construct the Temporary Tailrace Loading Dock, Grantee shall provide construction plans and a timeline to Grantor at least twelve (12) months prior to beginning said construction, except under emergency circumstances or where at least twelve (12) months prior notification is not possible. Furthermore, Grantee shall work with Grantor and the State of Wisconsin Department of Transportation to communicate and coordinate traffic control plans that are needed in order for Grantee to exercise its rights herein. Grantee also agrees to provide and install construction zone fencing and signage for safety purposes.
- (f) Grantee shall exercise reasonable care to avoid damaging the Premises in any manner not consistent with the purpose of this Easement. Grantee shall pay for or repair all direct damages caused by the exercise of these rights, including, but not limited to, landscaping, roads, and driveways. After the exercise of any of the rights granted herein, Grantee agrees to restore the Premises, the Loading Dock Area, and the Access Easement Area to as near their condition before said exercise as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from the use of the Premises, the Loading Dock Area, and the Access Easement Area. Grantor shall review and approve of restoration, which review and approval shall not be unreasonably withheld, conditioned, or delayed.
- 3. <u>Successors and Assigns</u>. All provisions of this Easement, including the benefits and burdens, shall be deemed to run with the title to the Premises. This Easement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and incorporates all agreements and stipulations between the parties, and no prior representations or statements, oral or written, shall modify, add, or change the terms hereof.

4. <u>No Abandonment Due to Non-Use</u> . The rights granted herein may be exercised at any time subsequent to the execution of this Easement and said rights shall continue until such time as Grantee, its successors or assigns, have notified Grantor, its successors or assigns, that Grantee has abandoned and relinquishes its easement rights. Following such notification by Grantee, Grantee shall deliver a recordable release of easement to be recorded at the expense of Grantor or its successor or assigns.		
5. <u>Power to Convey</u> . Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the Premises and has the right to sell and convey an easement in the manner and form aforesaid.		
Dated:		
	CITY OF CHIPPEWA FALLS, A BODY CORPORATE AND POLITIC UNDER THE LAWS OF WISCONSIN	
	By:	
	Name:	
	Title:	
ACKNOWLEDGEMENT		
STATE OF WISCONSIN)		
COUNTY OF CHIPPEWA)		
Personally came before me this day of, 2016, the above-named, the of The City of Chippewa Falls, a body corporate and politic under the Laws of Wisconsin, to me known to be the person who executed the foregoing instrument and acknowledged the same.		
	Printed Name: Notary Public, State of Wisconsin My commission:	

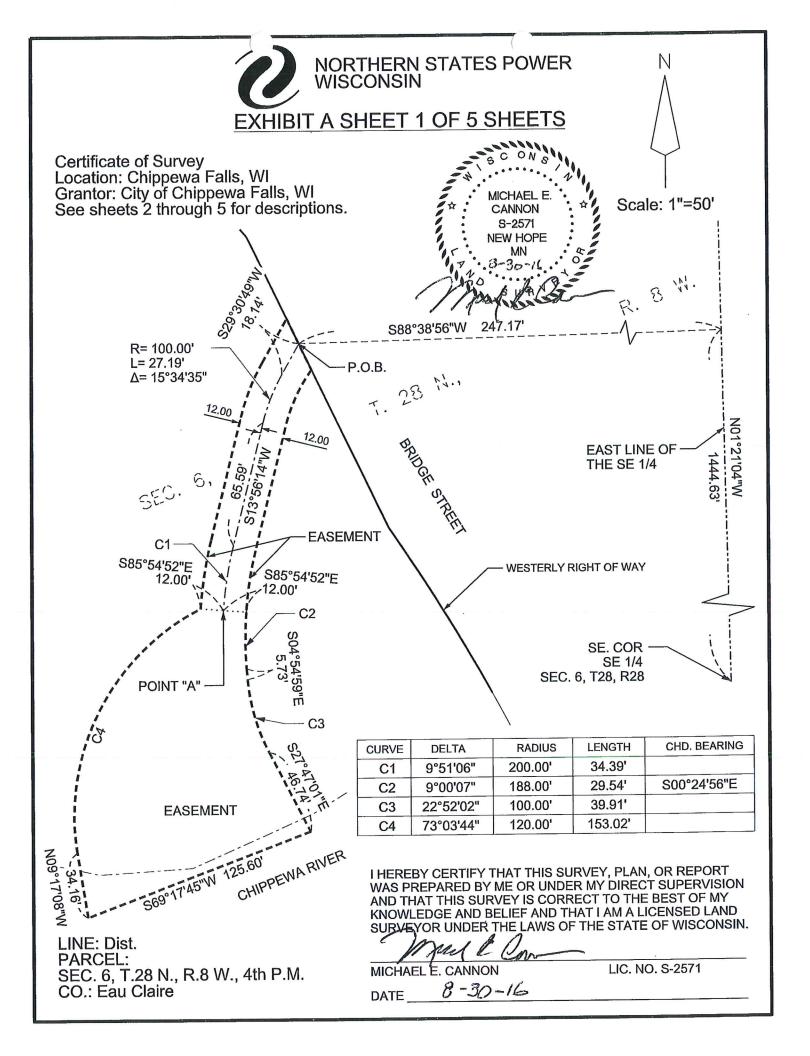
This Instrument was drafted by: Michelle E. Martin Axley Brynelson, LLP N20W22961 Watertown Road Waukesha, WI 53186

EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

EXHIBIT B

DEPICTION OF PREMISES, LOADING DOCK AREA, AND ACCESS EASEMENT AREA



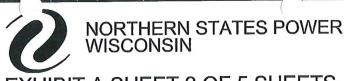


EXHIBIT A SHEET 2 OF 5 SHEETS

Certificate of Survey Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Premises":

A parcel of land being a part of the Mill Reserve, Chippewa Falls, City of Chippewa Falls, Chippewa County, Wisconsin, being a part of Government Lot 4, Section 6, Township 28 North, Range 8

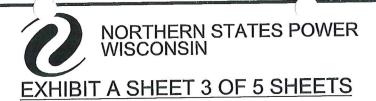
West, described as follows:

Commencing at the point of intersection of the southeasterly right of way line of River Street and the southwesterly right of way line of Bridge Street in the City of Chippewa Falls, Wisconsin, as per the recorded plat thereof; Thence run southeasterly along said southwesterly right of way line of Bridge Street a distance of 150 feet to the True Point of Beginning; Thence run southwesterly parallel with said southeasterly right of way line of River Street a distance of 320 feet, more or less, to a point on the easternmost line of a parcel of land conveyed by Wisconsin Central Ltd. to the City of Chippewa Falls, Wisconsin by quitclaim deed dated December 31, 1991; Thence run southeasterly at right angles to the last described course a distance of 50 feet; Thence run southwesterly parallel with said southeasterly right of way line of River Street a distance of 30 feet, more or less; Thence run southeasterly a distance of 210 feet, more or less, to a point on the meander line of the east bank of the Chippewa River; Thence run southeasterly along said meander line to its intersection with the meander line of the west bank of Duncan Creek; Thence run northeasterly along said meander line of the west bank of Duncan Creek 72 feet, more or less, to a point which is approximately 70 feet from the Bridge Street bridge structure crossing Duncan Creek, as measured along said Duncan Creek meander line, more or less; Thence east to Bridge Street to the southwesterly right of way line of Bridge Street, as now located and constructed; Thence run northwesterly along said southwesterly right of way line of Bridge Street to the point of beginning.

LESS AND EXCEPT from the property hereinabove described three (3) parcels of land described as follows:
Excepted Parcel No. 1: Beginning at a point on the southwesterly right of way line of Bridge Street, 200 feet southeasterly from the southeasterly right of way line of River Street, as measured along said southwesterly right of way line of River Street, as measured along said southwesterly right of way line of Bridge Street; Thence run in a southwesterly direction on a line parallel with said southeasterly right of way line of River Street a distance of 155 feet; Thence run in a southeasterly direction on a line parallel with said southwesterly right of way line of Bridge Street a distance of 83.5 feet to a point of intersection with a line running parallel with and 21.5 feet distant northeasterly measured at right angles) from the centerline of the spur track as originally located nearest the parcel of land herein described; Thence run southeasterly along the last described parallel line to a point of intersection with a line running parallel with and 325 feet distant southeasterly (measured at right angles) from the southeasterly line of said River Street; Thence run northeasterly along the last described parallel line a distance of 127.3 feet to a point of intersection with said southwesterly line of Bridge Street: Thence run point of intersection with said southwesterly line of Bridge Street; Thence run northwesterly along said southwesterly line of Bridge Street a distance of 125 feet to the place of beginning. (CONT'D. ON NEXT SHEET)

LINE: Dist. PARCEL:

SEC. 6, T.28 N., R.8 W., 4th P.M.



Certificate of Survey

Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Premises": (CONT'D. FROM SHEET 2)

Excepted Parcel No. 2: A parcel of land conveyed by quitclaim deed dated December 26, 1991, from Wisconsin Central Ltd. to the City of Chippewa Falls, Wisconsin, and described in said deed as

A part of Government Lots 3 and 4 of Section 6, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, more particularly

described as follows:

Commencing at the intersection of the centerlines of Bay and River Streets in said City; Thence southwesterly along the centerline of River Street 260 feet; Thence southeasterly at right angles to said River Street centerline along a line which also has a bearing of South 45 degrees East 183 feet to the Point of Beginning; Thence North 51 degrees 24 minutes 05 seconds East 205.29 feet; Thence North 59 degrees 12 minutes 25 seconds East 40.75 feet; Thence along a .curve to the right with a radius of 536.80 feet to a point 320 feet southwesterly of the easterly line of Block 14 extended southeasterly; Thence porthwesterly along a line parallel to and 320 feet southwesterly of as northwesterly along a line parallel to and 320 feet southwesterly of, as measured perpendicular to, said southeasterly extension of the easterly line of Block 14 to the southerly line of River Street; Thence southwesterly along said southerly line to a point 724.77 feet distant northeasterly of the centerline of Taylor Street; Thence southeasterly at right angle to said River Street centerline to a point 50 feet southeasterly of the centerline of River Street as originally platted; Thence southwesterly along a line parallel to and 50 feet distant southeasterly from said River Street centerline to a point 100 feet distant southeasterly from said River Street centerline to a point 100 feet distant southeasterly from said River Street centerline to a point 100 feet distant northeasterly (measured at right angles) from the following described reference line "A"; Commencing at the northeast corner of Government Lot One (1) of Section Seven (7), Township Twenty-Eight (28) North, Range Eight (8) West, thence east three and seventy-four one-hundredths (3/4) feet to a point on the center line of new Main Street being Station 39+42.51 of said reference line "A"; thence North 20 degrees 09 minutes West along the center line of new Main Street a distance of two and thirty-six one-hundredths (2.36) feet being Station 39+44.87 of said reference line "A"; thence North 20 degrees 25 minutes West along the center line of new Main Street a distance of four hundred seventy-five (475) feet, more or less, to the thread of the Chippewa River and the point of beginning of reference line "A"; thence continuing North 20 degrees 25 minutes West along the center line of new Main Street a distance of five hundred eighty and thirteen one-hundredths (580.13) feet to the intersection of the center lines of River Street (S.T.H. 29) and Pine Street being Station 50+00 of said reference line "A"; Thence southeasterly parallel to and 100 feet northeasterly of, as measured perpendicular to, said reference line "A" to the northerly bank of the Chippewa River; Thence northeasterly along said northerly bank to a point South 45 River; Thence northeasterly along said northerly bank to a point South 45 degrees East to the point of beginning; Thence North 45 degrees West to the Point of Beginning.

LINE: Dist. PARCEL:

SEC. 6, T.28 N., R.8 W., 4th P.M.

EXHIBIT A SHEET 4 OF 5 SHEETS Certificate of Survey

Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Premises": (CONT'D. FROM SHEET 3)

Excepted Parcel No. 3: A parcel of land conveyed by quitclaim deed from Wisconsin Central Ltd. to the State of Wisconsin, Department of Transportation, dated October 28, 1991, and described in said deed as follows: An undivided one-half (1/2) interest in and to the following tract of land in Chippewa County, State of Wisconsin, described as:

Wisconsin, described as:

Beginning at a point that is North 10 degrees 45 minutes 49 seconds West 1524.72 feet to the Southeast corner of Section 6; Thence North 47 degrees 12 minutes 02 seconds East 61.67 feet to the reference line of State Highway 124; Thence Southeasterly along the arc of a curve, concave Southwesterly, with a radius of 1145.92 feet (the long chord bears South 41 degrees 59 minutes 14 seconds East 23.49 feet) 32.49 feet; Thence North 50 degrees 15 minutes 36 seconds

East 106.01 feet; Thence South 51 degrees 57 minutes 34 seconds East, 104.93 feet; Thence Southeasterly along the arc of a curve, concave Southwesterly, with a radius of 1275.92 feet (the long chord bears South 33 degrees 28 minutes 40 seconds East 131.05 feet) parallel with and 130 feet Northeasterly from the reference line of State Highway 124 131.11 feet to the Northerly edge of Duncan Creek; Thence Southwesterly along the Northerly edge of Duncan Creek 246 feet, more or less; Thence Northwesterly along the arc of a curve, concave Southwesterly, with a radius of 1045.92 feet (the long

bears North 30 degrees 05 minutes 40 seconds West 139.63 feet) parallel with and 100 feet Southwesterly from the reference line of State Highway 124 139.73 feet; Thence North 25 degrees 18 minutes 38 seconds West 169.24 feet to the point of beginning. This parcel contains 1.32 acres, more or less, including 0.56 acres of land

previously conveyed or dedicated for highway purposes.

"Easement Area":

A 24.00 foot wide easement over, under and across the herein before described "Premises" which lies 12.00 feet on each side of the following described centerline:

Commencing at the southeast corner of the Southeast Quarter of Section 6, Township 28 North, Range 8 West, Chippewa County, Wisconsin; thence North 01 degree 21 minutes 04 seconds West, along the east line of said Southeast Quarter, a distance of 1444.63 feet; thence South 88 degrees 38 minutes 56 seconds West 247.17 feet to the point of beginning of the centerline to be described; thence South 29 degrees 30 minutes 49 seconds West 18.14 feet; thence southerly 27.19 feet along a 100.00 feet radius targential curve, concave to the east, and having a 100.00 foot radius tangential curve, concave to the east, and having a central angle of 15 degrees 34 minutes 35 seconds;

CONT'D. ON SHEET 5

LINE: Dist. PARCEL:

SEC. 6, T.28 N., R.8 W., 4th P.M.

Certificate of Survey

Location: Chippewa Falls, WI

Grantor: City of Chippewa Falls, WI

"Easement Area": (CONT'D. FROM SHEET 4)

thence South 13 degrees 56 minutes 14 seconds West, tangent to the last described curve, 65.59 feet; thence southerly 34.39 feet along a 200.00 foot radius tangential curve, concave to the east, and having a central angle of 9 degrees 51 minutes 06 seconds to a point herein after referred to as Point "A" and said centerline there terminating.

The sidelines of said easement are to be shortened or lengthened to intersect the westerly right of way line of Bridge Street.

AND

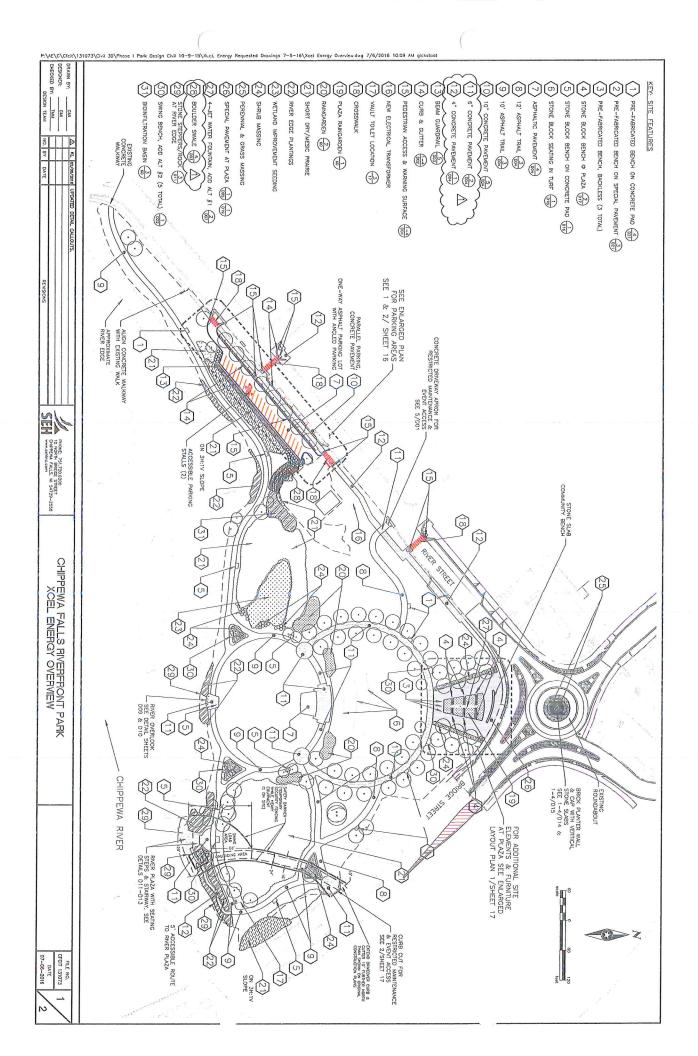
An easement over, under and across the the herein before described "Premises" described as follows:

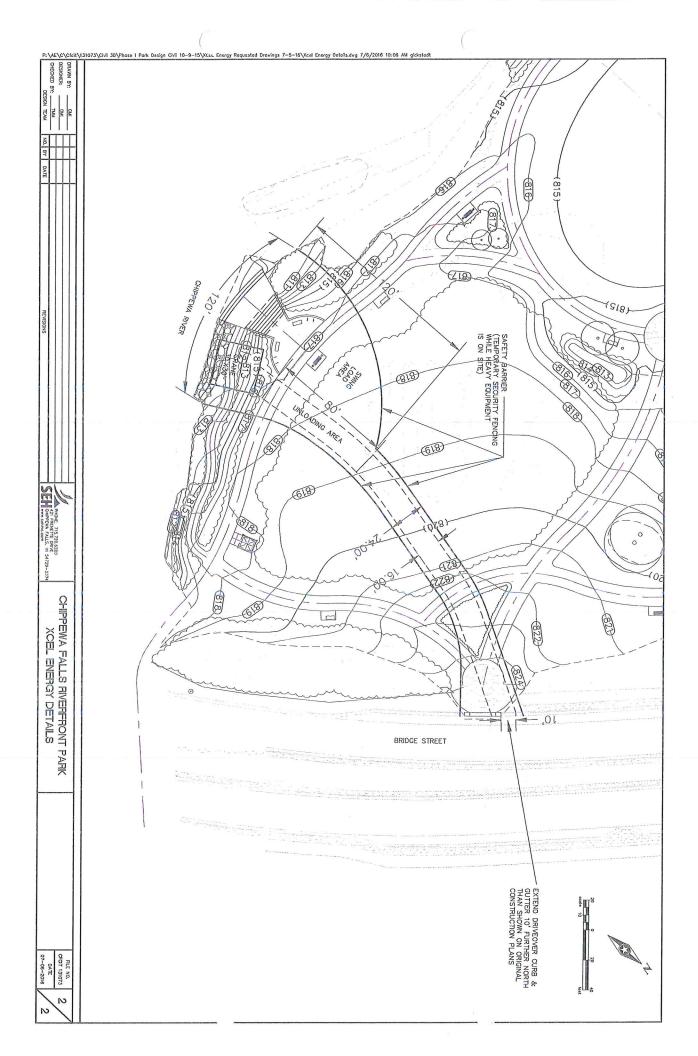
Beginning at hte previously described Point "A"; thence South 85 degrees 54 minutes 52 seconds East 12.00 feet; thence southerly 29.54 feet along a 188.00 foot radius non-tangential curve, concave to the east, having a central angle of 9 degrees 00 minutes 07 seconds and a chord bearing of South 00 degrees 24 minutes 56 seconds East; thence South 04 degrees 54 minutes 59 seconds East, tangent to the last described curve, 5.73 feet; thence southeasterly 39.91 feet along a 100.00 foot radius tangential curve, concave to the east, and having a central angle of 22 degrees 52 minutes 02 seconds; thence South 27 degrees 47 minutes 01 second East, tangent to the last described curve, 46.74 feet; thence South 69 degrees 17 minutes 45 seconds West 125.60 feet; thence North 9 degrees 17 minutes 08 seconds West 34.16 feet; thence northerly and northeasterly 153.02 feet along a 120.00 foot radius tangential curve, concave to the southeast, and having a central angle of 73 degrees 03 minutes 44 seconds; thence South 85 degrees 54 minutes 52 seconds East, not tangent to the last described curve, 12.00 feet to the point of beginning.

Containing 0.36 acres, more or less.

LINE: Dist. PARCEL:

SEC. 6, T.28 N., R.8 W., 4th P.M.





ACCESS EASEMENT

This indenture, made this day of _ the City of Chippewa Falls, a municipal co by the virtue of the laws of the State of Wi County, Wisconsin (Grantor) and 1888 Liv Limited Liability Company (Grantee),	rporation existing under and sconsin located in Chippewa
	able consideration does hereby grant unto the Grantee, its ent for access purposes over and upon the following described of Chippewa, State of Wisconsin, to-wit:
Plat, City of Chippewa Falls, Chip	located along the easterly side of Lot 6, Block 40, Chippewa Falls opewa County, Wisconsin; said easement is on City of Chippewa 27, located at #21 West Grand Avenue and described as follows:
Southwesterly 5-3/8 inches along Thence continuing Southwesterly Southeasterly 124 feet parallel w line of said Lot 6; Thence Northe	rner of Lot 6, Block 40, Chippewa Falls Plat; Thence the northerly lot line of said Lot 6 to the point of beginning; and 14 feet along the northerly lot line of said Lot 6; Thence ith the easterly lot line of said Lot 6 to a point on the southerly lot asterly 14 feet along the southerly lot line of said Lot 6; Thence ith easterly lot line of said Lot 6 to a point on the northerly lot line inning.
CITY OF CHIPPEWA FALLS	
Greg Hoffman, Mayor	Bridget Givens, City Clerk
	, COUNTY OFssday of, A.D., 2016, the above named o executed the foregoing instrument and acknowledged the same.
Notary Public,	County, WI

This instrument was drafted by: