

CHIPPEWA COUNTY
PLANNING & ZONING COMMITTEE
REGULAR MEETING
AUGUST 29, 2024
CHIPPEWA COUNTY COURTHOUSE, RM 302
4:30 PM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Jason Bergeron	Chippewa County	District 7, Chair	Present	
Duane Shoebridge	Chippewa County	District 3, Vice-Chair	Excused	
David Kelly	Chippewa County	District 14	Present	
Rocky Kempe	Chippewa County	District 16	Present	
Chuck Hull	Chippewa County	District 19	Present	

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

None.

4. CONSENT AGENDA

Bergeron asked that Number 6 and Number 7 be flipped on the agenda because 6 is an information item.
Motion to Approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chuck Hull, District 19
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

1. Approve the Agenda

2. Approve the Minutes

Planning & Zoning Committee - Regular Meeting - Jul 18, 2024 4:30 PM

3. Schedule Next Meeting Date - September 19, 2024 @ 4:30pm

5. PUBLIC HEARINGS - FOR DISCUSSION AND ACTION

1. 2024-0008 - TBAMR Properties - Rezone - Town of Lafayette
Motion to Approve rezone as presented.

Planning & Zoning Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

August 29, 2024
4:30 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	Chuck Hull, District 19
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

2. Ord. 14-24: Ordinance to Amend Sections 32-4(a), 32-43(a) and 32-44(a)(1)b. of Chapter 32 Floodplain of the Chippewa County Code or Ordinances - First Reading - Todd Pauls
Motion to Approve.

RESULT:	RECOMMENDED FOR APPROVAL [UNANIMOUS]	Next: 9/10/2024 6:00 PM
MOVER:	Chuck Hull, District 19	
SECONDER:	David Kelly, District 14	
AYES:	Bergeron, Kelly, Kempe, Hull	
EXCUSED:	Shoebridge	

3. Ord. 15-24: Ordinance to Amend Sections 55-5, 55-13, 55-15 and 55-18 of Chapter 55 Shoreland of the Chippewa County Code of Ordinances - First Reading - Todd Pauls
Motion to Approve.

RESULT:	RECOMMENDED FOR APPROVAL [UNANIMOUS]	Next: 9/10/2024 6:00 PM
MOVER:	Rocky Kempe, District 16	
SECONDER:	David Kelly, District 14	
AYES:	Bergeron, Kelly, Kempe, Hull	
EXCUSED:	Shoebridge	

4. Ord. 16-24: Ordinance to Amend Sections 70-35 and 70-36 of Chapter 70 Zoning of the Chippewa County Code of Ordinances - First Reading - Todd Pauls
Motion to Approve.

RESULT:	RECOMMENDED FOR APPROVAL [UNANIMOUS]	Next: 9/10/2024 6:00 PM
MOVER:	David Kelly, District 14	
SECONDER:	Rocky Kempe, District 16	
AYES:	Bergeron, Kelly, Kempe, Hull	
EXCUSED:	Shoebridge	

6. INFORMATION ITEMS

1. Review of the 66.0301 Agreement with Eau Claire County & Lake Hallie on Airport Zoning Overlay.
Clary informed the Committee of the agreement

RESULT:	DISCUSSED
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Planning & Zoning Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

August 29, 2024
4:30 PM

7. BUSINESS ITEMS

1. Wheaton Wildflowers County Plat - Preliminary & Final Plat Review - Town of Wheaton
Motion to approve as preliminary and final plat review.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Chuck Hull, District 19
SECONDER:	Rocky Kempe, District 16
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

2. Frazer III Plat - Preliminary & Final Plat Review - Town of Lafayette
Motion to approve plat as presented being contingent on the State of Wisconsin acceptance of Outlot 1. If acceptance cannot be gained, then outlot 1 will need to be incorporated into the adjacent lots.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	Chuck Hull, District 19
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

3. Discussion on Chippewa County's Comprehensive Plan Update - Contract Review
Scott Allen with West Central Regional Plan Commission discussed the contract with the committee. Chair Bergeron asked that the Comprehensive Plan have all approvals by March of 2026 due to County Board Elections in April of 2026. Motion to approve the contract as presented.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

4. Review and Action on Offers to Purchase Received on Tax Deed Property - Doug Clary
Clary indicated that no bids were received.

RESULT:	REPORT GIVEN
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8. AGENDA ITEMS FOR FUTURE CONSIDERATION

None discussed.

9. ADJOURN

Motion to Adjourn.

Planning & Zoning Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rocky Kempe, District 16
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Kelly, Kempe, Hull
EXCUSED:	Shoebridge

CHIPPEWA COUNTY
PLANNING & ZONING COMMITTEE
REGULAR MEETING
JULY 18, 2024
CHIPPEWA COUNTY COURTHOUSE, RM 302
4:30 PM

1. CALL TO ORDER

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Jason Bergeron	Chippewa County	District 7, Chair	Present	
Duane Shoebridge	Chippewa County	District 3, Vice-Chair	Present	
David Kelly	Chippewa County	District 14	Present	
Rocky Kempe	Chippewa County	District 16	Excused	
Chuck Hull	Chippewa County	District 19	Excused	

3. MEMBERS OF THE PUBLIC WISHING TO BE HEARD

None.

4. CONSENT AGENDA

Motion to Approve.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Duane Shoebridge, District 3, Vice-Chair
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

1. Approve the Agenda

2. Approve the Minutes

Planning & Zoning Committee - Regular Meeting - Jun 20, 2024 4:30 PM

3. Schedule Next Meeting Date - August 22, 2024 @ 4:30pm

5. PUBLIC HEARINGS - FOR DISCUSSION AND ACTION

- 2018-0005 - Haas Sons Inc - Mallard Pit - Conditional Use Permit - Eagle Point
Greg Gruna, Zoning Inspector, discussed the specifics of the CUP permit request with the Committee. Jason Haas briefly explained the proposed mining strategy. Trenton Shutter, LCFM, discussed the reclamation of the site. No individuals from the public spoke for or against the CUP. After a general discussion on the request: Motion to approve the CUP expansion with the staff recommended changes to the previous permit.

Minutes Acceptance: Minutes of Jul 18, 2024 4:30 PM (Consent Agenda)

Planning & Zoning Committee

Minutes
Regular Meeting

Chippewa County Courthouse, Rm 302

July 18, 2024
4:30 PM

RESULT: APPROVED [UNANIMOUS]
MOVER: David Kelly, District 14
SECONDER: Duane Shoebridge, District 3, Vice-Chair
AYES: Bergeron, Shoebridge, Kelly
EXCUSED: Kempe, Hull

2. 2024-0003 - Olson (Dan's Construction & Excavation, Inc) - Conditional Use Permit - Town of Wheaton
Greg Gruna, Zoning Inspector, introduced the request to the Committee. A general discussion occurred regarding the site plans and the previously issued permit for the site, including stormwater. Motion to approve with the changes to the previous permit as outlined by staff.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Kelly, District 14
SECONDER: Duane Shoebridge, District 3, Vice-Chair
AYES: Bergeron, Shoebridge, Kelly
EXCUSED: Kempe, Hull

3. 2024-0007 - Lafayette Zoning Map Updates #1 - Rezone
General Discussion on the rezone petition. Motion to Approve as presented.

RESULT: APPROVED [UNANIMOUS]
MOVER: Duane Shoebridge, District 3, Vice-Chair
SECONDER: David Kelly, District 14
AYES: Bergeron, Shoebridge, Kelly
EXCUSED: Kempe, Hull

4. 2024-0009 - Lafayette Zoning Map Updates #2 - Rezone
General discussion on the petition. A question was raised by Gerald Williams about the town board motion. Clary provided an email from the David Staber, Lafayette Town Chair, that stated the Town Board approved the rezone as presented. Mr. Williams was of the opinion that the town board excluded the lots along CTH J. Clary recommended that the Committee approve of the rezone as presented to keep the petition moving forward. Clary will contact the Staber, tomorrow, and ask for clarification. If the Town Board did make a motion to exclude, the rezone petition could be amended on the County Board floor, if the Committee desires.

Motion to approve.

RESULT: APPROVED [UNANIMOUS]
MOVER: David Kelly, District 14
SECONDER: Duane Shoebridge, District 3, Vice-Chair
AYES: Bergeron, Shoebridge, Kelly
EXCUSED: Kempe, Hull

Minutes Acceptance: Minutes of Jul 18, 2024 4:30 PM (Consent Agenda)

Planning & Zoning Committee

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4:30 PM

6. BUSINESS ITEMS

1. 2022-0009 Haas Sons - Halfman Pit - 2024 CUP Renewal Request - Town of Woodmohr
Motion to approve the renewal of the conditional use permit as presented by the staff.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Kelly, District 14
SECONDER:	Duane Shoebridge, District 3, Vice-Chair
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

2. 2017-0010 - Haas Inc (Gulich Pit) Conditional Use Permit Renewal - Town of Lake Holcombe
Motion to approve the renewal of the conditional use permit as presented by the staff.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Duane Shoebridge, District 3, Vice-Chair
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

3. Review of the 2024 Budgets for the Department of Planning & Zoning - Doug Clary
Motion to forward the 2025 Department DH Requested budgets to the County Administrator.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Duane Shoebridge, District 3, Vice-Chair
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

4. Town of Bloomer Zoning Ordinance Amendment - Town of Bloomer
Motion to approve.

RESULT:	FORWARD TO COUNTY BOARD [UNANIMOUS]	Next: 8/13/2024 6:00 PM
MOVER:	David Kelly, District 14	
SECONDER:	Duane Shoebridge, District 3, Vice-Chair	
AYES:	Bergeron, Shoebridge, Kelly	
EXCUSED:	Kempe, Hull	

5. Review and Action on Offers to Purchase Received on Tax Deed Property - Doug Clary
Motion to accept Winchel's Offer To Purchase on parcel number 23205-2841-08000000 for \$11,000 and the successful bidder's submission of the remaining balance and the \$30 Register of Deeds Recording Fee by Cashier's Check or Certified Check in full within 15 days of delivery or written notification of Chippewa County's acceptance of their bid. The bid deposit submitted by the successful bidder shall be forfeited to Chippewa County in the event the successful bidder fails to make full payment for the property within 15

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4:30 PM

days of delivery to the successful bidder of written notification of Chippewa County's acceptance of the successful bid.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Kelly, District 14
SECONDER:	Duane Shoebridge, District 3, Vice-Chair
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

6. Discussion & Direction on Future Sales of Tax Deeded Land - Doug Clary
No action taken

RESULT:	DISCUSSED
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7. REPORTS

1. Tourist Rooming House Complaint on Lake Holcombe
Clary discussed the status of the tourist rooming house complaint on Lake Holcombe with the committee.
No action was taken.

RESULT:	DISCUSSED
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8. AGENDA ITEMS FOR FUTURE CONSIDERATION

None

9. ADJOURN

Motion to Adjourn.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Duane Shoebridge, District 3, Vice-Chair
SECONDER:	David Kelly, District 14
AYES:	Bergeron, Shoebridge, Kelly
EXCUSED:	Kempe, Hull

Minutes Acceptance: Minutes of Jul 18, 2024 4:30 PM (Consent Agenda)

STATEMENT OF EXPLANATION
2024-0008 - TBAMR PROPERTIES - REZONE - TOWN OF LAFAYETTE

Parcel number 22807-0544-75077001, which is Lot 1, Certified Survey Map 5077, located in the SE 1/4 of the SE 1/4, Section 05, Township 28 North, Range 07 West. Town of Lafayette.

Physical Address: Vacant.

From: Local Commercial

To: Highway Commercial

(Publish – Chippewa Herald – August 20 and 22, 2024)

CHIPPEWA COUNTY PLANNING & ZONING COMMITTEE
NOTICE OF PUBLIC HEARING
STATE OF WISCONSIN

PUBLIC NOTICE is hereby given to all persons in the County of Chippewa, Wisconsin, that a public hearing will be held on **August 29, 2024** beginning at **4:30 PM** at the Chippewa County Courthouse, Room 302, 711 N Bridge Street, Chippewa Falls, Wisconsin relative to the following petition:

Rezone Petition: 2024-0008

Petitioner: Town of Lafayette

Agent: Jon Spaeth

Parcel number 22807-0544-75077001, which is Lot 1, CSM 5077, located in the SE ¼ of the SE ¼, Section 05, Township 28 North, Range 07 West. Town of Lafayette. Physical Address: Vacant Parcel.

From: Local Commercial

To: Highway Commercial

Specific information regarding these public hearings can be obtained at the Chippewa County Department of Planning & Zoning. All persons interested are invited to attend this meeting.

Dated this **14th** day of **August**, 2024

Douglas Clary, Director
Department of Planning & Zoning
Chippewa County

CHIPPEWA COUNTY DEPARTMENT OF PLANNING & ZONING

• 711 North Bridge Street, Chippewa Falls, WI 54729 • Phone: 715.726.7940 • Fax: 715.726.4596 • www.co.chippewa.wi.us •

Land Management

Land Planning

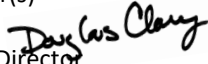
Land Records & G.I.S.

POWTS & Wells

Date: August 14, 2024

To: Property Owner(s)

From: Douglas Clary, Director



Re: Public Meetings & Public Hearing

Dear Property Owner(s):

The Chippewa County Department of Planning & Zoning has received a rezone petition for a parcel of land that is located either adjacent to or in the vicinity of property owned by you. You are receiving this notice because your property has been determined to be within the legal public hearing notification distance per county and state requirements. I have enclosed a map identifying the location of the parcel associated with the rezone petition. If you have any questions regarding this rezone petition, please contact me at (715) 726-7941.

REZONE PETITION: #2024-0008

Petitioner: TBAMR Properties LLC

Agent: Jon Spaeth

Parcel number 22807-0544-75077001, which is Lot 1, CSM 5077, located in the SE ¼ of the SE ¼, Section 05, Township 28 North, Range 07 West. Town of Lafayette. Physical Address: Vacant Parcel

From: Local Commercial

To: Highway Commercial

Purpose: Storage Units

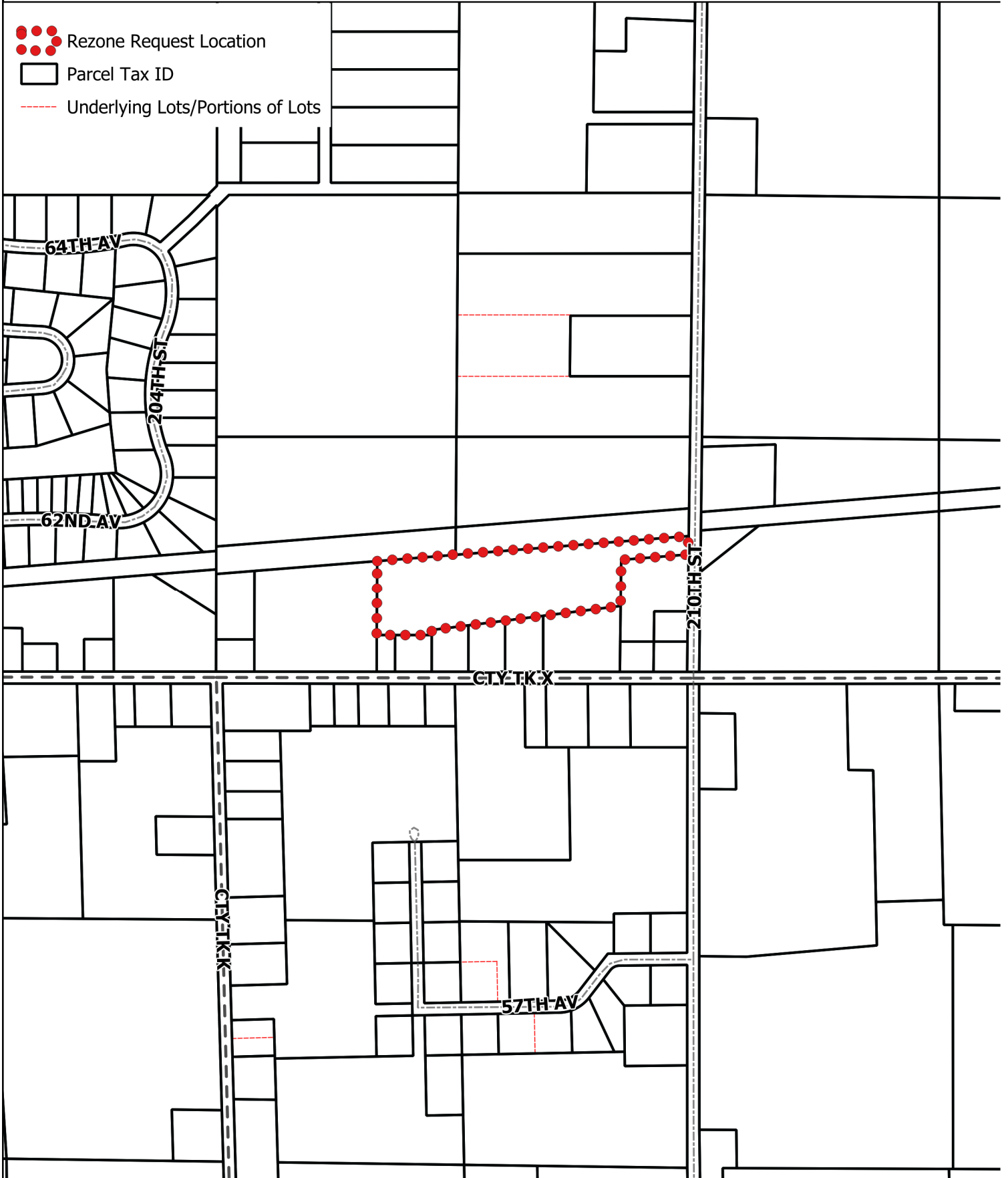
Lafayette Town Board:

The Town Board will **REVIEW** this request on **August 19, 2024** at approximately **7:00 PM**. The Town Board will forward an **ADVISORY** recommendation to the Chippewa County Planning & Zoning Committee to approve, disapprove or approve with modification(s) and/or condition(s). This meeting will be held at the Lafayette Town Hall, 5765 197th Street, Chippewa Falls, Wisconsin 54729 or via telephone.

Chippewa County Planning & Zoning Committee:

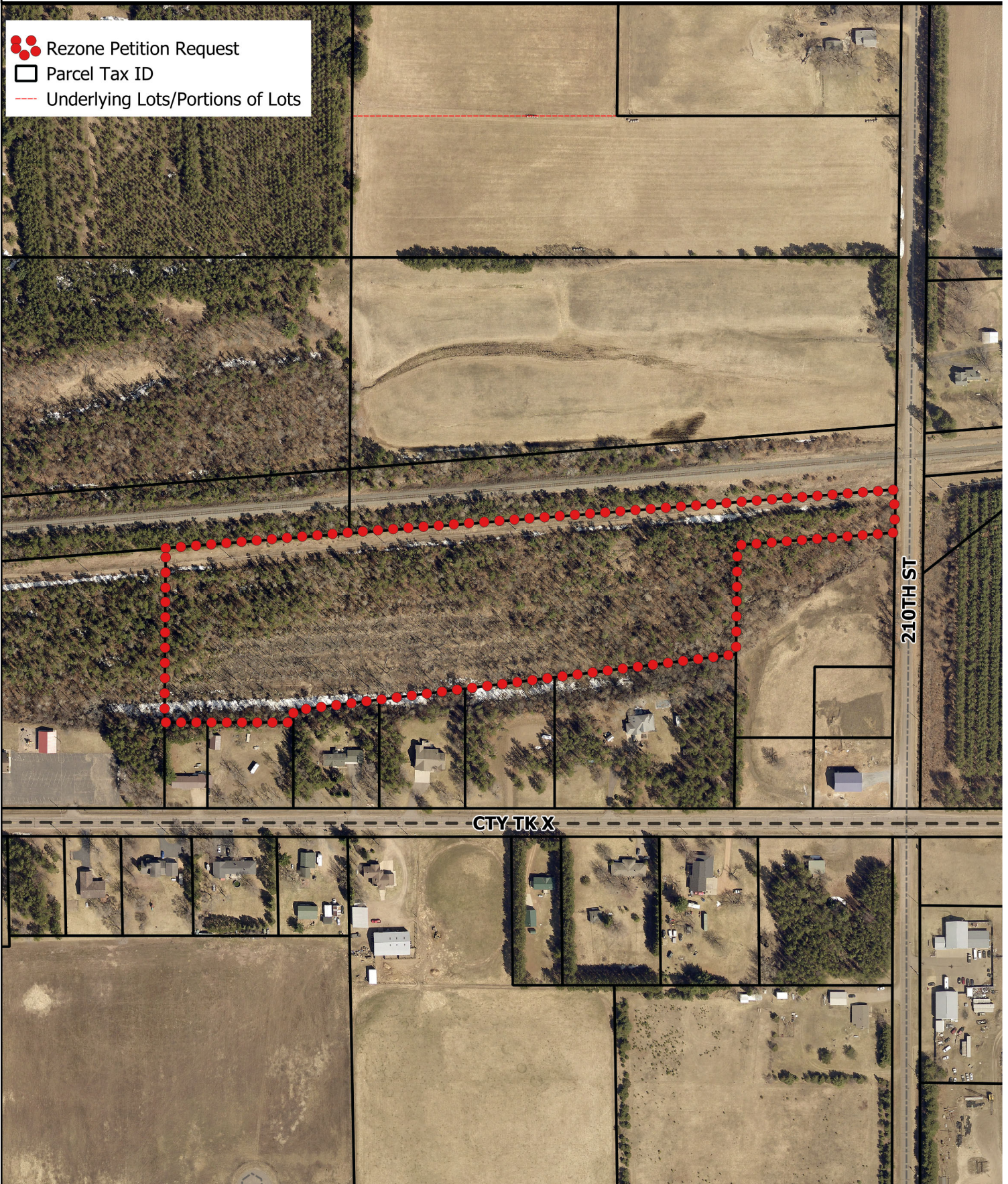
The Chippewa County Planning & Zoning Committee will hold a **PUBLIC HEARING** for this petition on **August 29, 2024** at **4:30 PM** in the Chippewa County Courthouse, Room 302, 711 N Bridge Street, Chippewa Falls, Wisconsin. The Committee will make a determination on the petition to approve, disapprove or approve with modification(s) and/or conditions. If the Planning & Zoning Committee approves or approves with modification, the petition will be forwarded to the County Board meeting on **September 10, 2024** at **6:00 PM** for their consideration. If the Planning & Zoning Committee disapproves, the petition will fail.

2024-0008 TBAMR Properties LLC - Location Map



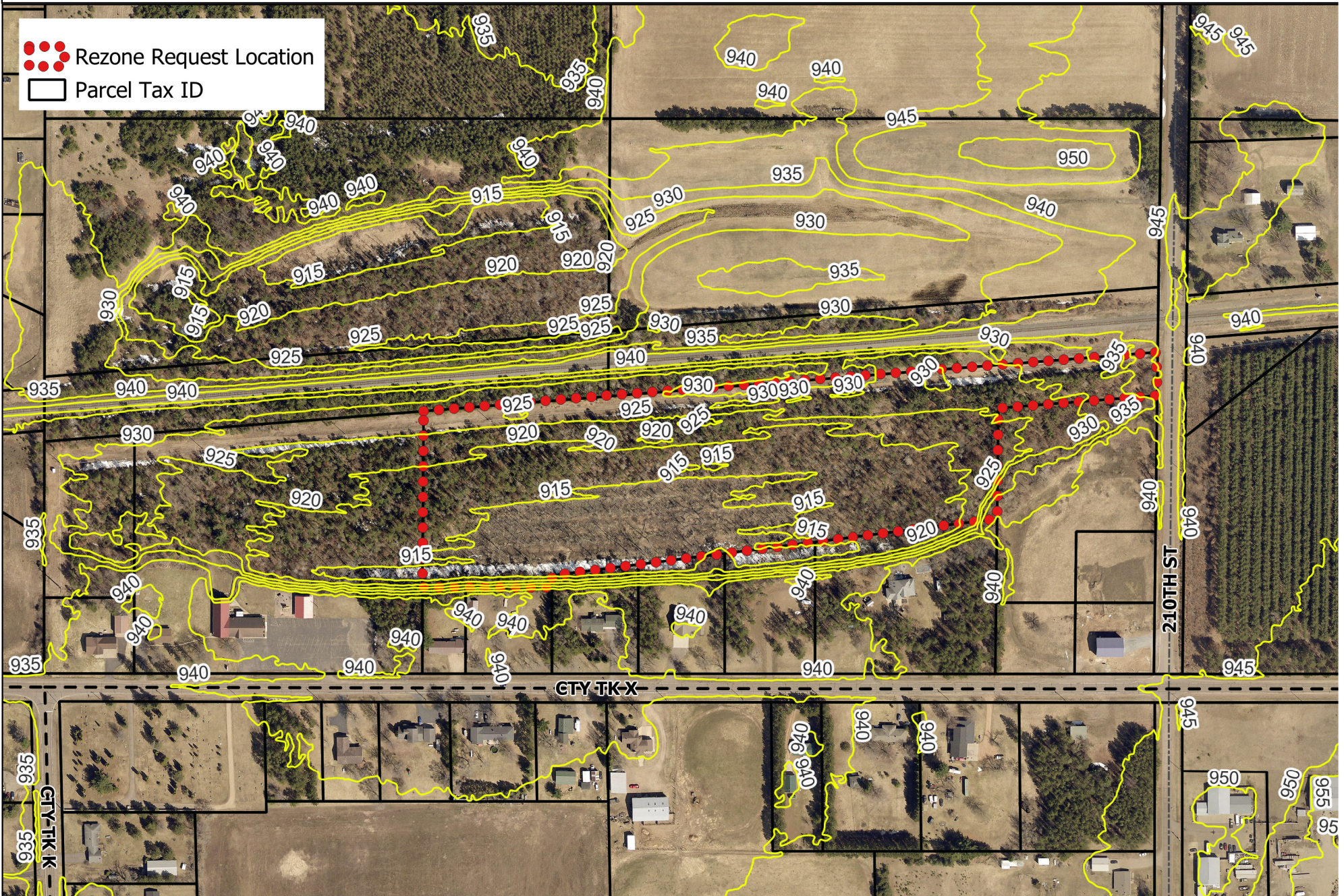
Attachment: 2024-0008 TBAMR LLC - Spaeth - Rezoned - Public Hearing Notices & Maps (8448 : 2024-0008 - TBAMR Properties - Rezoned)

2024-0008 TBAMR Properties LLC (Spaeth) - Aerial (2023)



Attachment: 2024-0008 TBAMR LLC - Spaeth - Rezoning - Public Hearing Notices & Maps (8448 : 2024-0008 - TBAMR Properties - Rezoning)

2024-0008 TBAMR Properties LLC (Spaeth) - Contours



Map produced on Tuesday, June 25, 2024 by the Chippewa County Department of Planning & Zoning and is for reference purposes only.

2024-0008 TBAMR Properties LLC (Spaeth) - Zoning Districts

 Rezone Request Location

 Parcel Tax ID

 Underlying Lots/Portions of Lots

Zoning Districts

 Agricultural

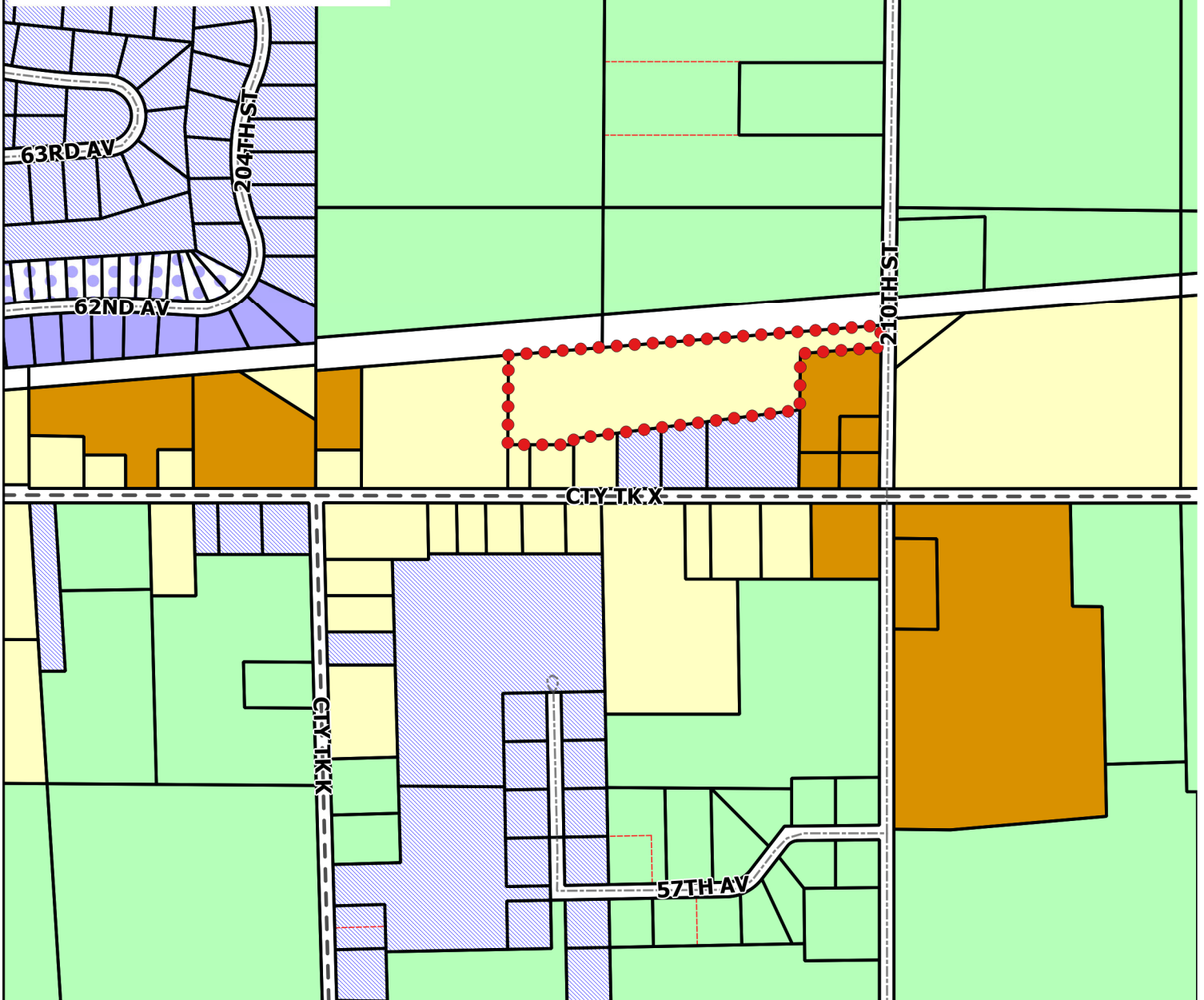
 Local Commercial

 Highway Commercial

 Residential 1

 Residential 2

 Residential 2 - Twin Home

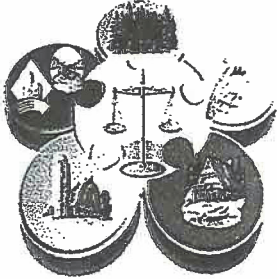


Attachment: 2024-0008 TBAMR LLC - Spaeth - Rezoning - Public Hearing Notices & Maps (8448 : 2024-0008 - TBAMR Properties - Rezoning)

CHIPPEWA COUNTY DEPARTMENT OF PLANNING & ZONING

• 711 North Bridge Street, Chippewa Falls, WI 54729 • Phone: 715.726.7940 • Fax: 715.726.4596 • www.co.chippewa.wi.us •

2024 Rezone Application

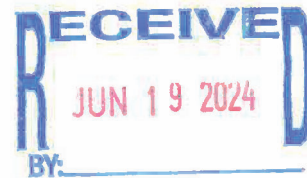


Comprehensive zoning consists of written text (commonly referred to as the zoning ordinance) and an official zoning map. The zoning ordinance is a guideline for permitted and conditional uses, which are separated into zoning classifications or districts. The zoning map shows how a town board has designated the particular zoning classifications or districts to parcels of land within their particular jurisdiction. A **REZONE** is where a property owner or other authorized entity seeks to amend the official zoning map, which would allow a use that is currently not permitted on the parcels of land based on the existing zoning classification or district. This is referred to as a zoning map amendment or "rezoning". The requested rezoning change may not be granted if it does not fit with the comprehensive plan and community goals for the respective town and county.

SECTION I: Parcel Owner Information			SECTION II: Agent Information		
Name: TBAMR Properties LLC			Name: Jon Spaeth		
Mailing Address: 19866 70th Ave			Mailing Address: 5692 189th Street		
City: Chippewa Falls	State: WI	Zip: 54729	City: Chippewa Falls	State: WI	Zip: 54729
Telephone:			Telephone: 715-577-1398		
Email Address (Required):			Email Address (Required): jonsp8872@gmail.com		
SECTION III: Parcel Information					
Town of: Lafayette			Property Address: Lot 1 210th St		
Parcel Number(s): 22807-0544-75077001			City: Chippewa Falls	State: WI	Zip: 54729
Existing Zoning District(s): Local Commercial			Proposed Zoning District(s): Highway Commercial		

GENERAL DIRECTIONS:

- Complete this Application form and the required four (4) parts:
 - ☐ Part 1: General Questions related to the request
 - ☐ Part 2: Planning & Zoning Committee Schedule - 2024
 - ☐ Part 3: General Rezoning Process
 - ☐ Part 4: Applicant Acknowledgement/Signature
- Submit the completed application, all required information and a **\$350.00** public hearing fee (Make check payable to: Chippewa County Treasurer) by the deadline (as listed in Part 2) to the Chippewa County Department of Planning & Zoning, Room 009, 711 N. Bridge Street, Chippewa Falls, Wisconsin 54729.
- Make arrangements to attend or have a representative attend any local town plan commission or town board meetings, and the required Planning & Zoning public hearing. This presence is needed so that questions can be answered and concerns addressed.



FOR DEPARTMENT OF PLANNING & ZONING STAFF USE:		
Receipt Number: 24635	Appeal Number: 2024.0008	Public Hearing Date: 7-18-24

Attachment: 2024-0008 TBAMR LLC (Spaeth) - Rezone - Application (8448 : 2024-0008 - TBAMR Properties - Rezone)

Chippewa County – 2024 Rezone Application

Once the completed application is received, the Department will prepare a public hearing notice and publish it within the Chippewa Herald. The public hearing notice will include the location and time of the required public hearing before the Chippewa County Planning & Zoning Committee. In addition, your neighbors, the Town Board and any appropriate county or state agencies will be notified. At the public hearing, any party may appear in person or may be represented by an agent or attorney to present information to the Planning & Zoning Committee in support or opposition of the rezone request.

PART 1: General Questions. Please use a separate 8.5" x 11" sheet to answer these questions.

- (A) As the applicant, do you have legal title to the parcel(s)? If you do not have legal title to the property, please have the property owner sign this application.
- (B) Identify the parcel(s) that are or will be part of this rezone request. If needed, an additional sheet listing those parcels can be attached.
- (C) Describe the present and, if known, any proposed improvements on each parcel of land.
- (D) Explain why you are requesting to rezone of each parcel. Please identify the proposed use of each parcel.
- (E) Explain the compatibility of your proposed use(s) with the existing use(s) on adjacent parcels and those in the vicinity of this parcel(s).
- (F) Discuss any additional issues you feel that supports the consistency of your proposed use with County ordinances and plans as well as any Town ordinances or plans.

Be prepared to give a detailed presentation when called upon at the public hearing before the Planning and Zoning Committee. Prepare an outline of your proposal, something similar to a "business plan", detailing for the Planning & Zoning Committee your proposal. Include any documentation you feel is necessary as part of your presentation in defining your proposal for the Committee and possibly the County Board. It is vital to your application to consult with professionals you feel may be able to assist with your application (i.e. surveyor, attorney, engineer, etc.)

PART 2: Planning & Zoning Committee Schedule - 2024

Applications will not be placed on the appropriate agenda unless they are properly completed and include ALL required supporting information or documents and payment of the public hearing fee. Applicants are encouraged to consult with staff of the Department of Planning & Zoning prior to the filing of the application. This is an important step to insure that all pertinent issues are identified and to determine what information in addition to the application forms might be necessary in order for the department to accept and process your application. Please **CIRCLE** or **HIGHLIGHT** the meeting you intend on attending:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Applications Due @ 12:00 Noon	12-21	01-25	02-22	NA	04-26	05-23	06-20	07-25	08-22	09-26	10-24	11-21
Public Hearing/Meeting (Thu)	01-18	02-22	03-21	NA	05-23	06-20	07-18	08-22	09-19	10-24	11-21	12-19
County Board Meeting (Tues)	02-13	03-12	04-09	NA	06-11	07-09	08-23	09-10	10-08	11-12	12-10	01-14

Note: Typically, the Planning & Zoning Committee meetings start at 4:30 PM on the designated dates above.

Note: No Committee meeting in April due to the Spring Election.

PART 3: General Rezoning Process:

- (A) The rezone application is filed with the Department of Planning & Zoning. This includes the legal description of the parcels to be rezoned, a written statement addressing the questions as listed in Part 1 and any other information your feel will aid in a decision on this request.
- (B) The Town Board will be notified of the rezone application. The Town Board can recommend approval or denial of a rezoning request. If the Town Board denies a rezone request, the Planning & Zoning Committee can only recommend an approval with modification to the rezone request or deny the rezone request.
- (C) A Class 2 Public Hearing Notice will be published in the Chippewa Herald detailing the request and the date and time of the Public Hearing.

Chippewa County – 2024 Rezone Application

- (D) Property owners of the land and those property owners within 400' (or maybe a greater distance) of the requested rezone change are notified directly by mail as well as the Town Board Chair and Town Clerk. The notice to the property owners will generally contain a portion of the public hearing notice and information pertaining to meetings to be held at the Town level (plan commission, town board, etc) as well as the Public Hearing in front of the Planning & Zoning Committee.
- (E) General maps (location map, aerial view and existing zoning districts map) will be prepared for the request by the Department.
- (F) A department staff report is prepared and sent to the Planning & Zoning Committee, while comments from the general public are solicited.
- (G) Following the Public Hearing, the Planning & Zoning Committee will make a motion to either approve, approve with modification or deny the rezoning request. If the rezone request receives an approval or approval with modification an ordinance amendment will be prepared and placed on the next County Board meeting agenda for their approval.
- (H) If the County Board approves the rezone and the town board files an objection to the approval, the town board will then have 45 days to veto the rezone request following the applicable state statutes.
- (I) If the rezone request receives County Board approval, the final step is the publication of the amendment in the Chippewa Herald. Once published, the zoning district amendment takes effect. The entire process from application deadline to final publication can take two months or more to complete depending upon the scheduling of hearing dates.

PART 4: Applicant Acknowledgement/Signature

This application must be signed by the property owner or in case of an agreement to purchase the property, a letter from the property owner acknowledging the potential buyer is seeking the rezone.

- I certify that the information I have provided in this application is true, accurate and complete.
- I or a representative will have an opportunity to present to the Planning & Zoning Committee information in favor of this request.
- I have the authority to allow the staff of the Department of Planning & Zoning and Planning & Zoning Committee member's access to the property to conduct necessary inspections related to this request.
- I understand that I cannot speak to any member of the Planning & Zoning Committee about this application, except at the public hearing.
- I understand that I cannot direct any written communication about this application to a member of the Planning & Zoning Committee, unless I also file a copy with the Department of Planning & Zoning and direct additional copies to each person who has registered an interest in this application.
- I also understand that if I or my representative fail to appear in front of the Planning & Zoning Committee during the designated public hearing or my failure to observe the above mentioned rules, my request may be **DENIED**.

Signed: *Timothy Kilness* Date: 17-JUN-2024
Owner/Agent

PART 5: Planning & Zoning Department Mailing List

Applicant
Property Owner Owners within 400'
Planning & Zoning Committee Members
Town Board Chair & Clerk
County Board Supervisor
News Media
Wisconsin DNR
US Army Corp of Engineers
Wisconsin DOT

June 18, 2023

Mr. Doug Clary
Chippewa Co. Zoning and Admin
711 N. Bridge St.
Chippewa Falls, WI 54729

Dear Doug,

I would like to request that the lot described below, on the attached map, be rezoned from the Local Commercial (LC) zoning district to Highway Commercial (HC) zoning district.

Lot Description: SE SE LOT 1 OF CERT SUR MAP #5077 IN V24 P67 DOC #891376. 210th Street Chippewa Falls WI 54729

Tax ID #: 22807-0544-75077001

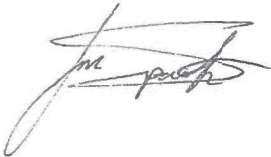
Local Commercial zoning district does not allow commercial storage units. By rezoning to Highway Commercial, commercial storage units would be allowed.

I have an active accepted offer to purchase this property and will be acting as the administrator for the owner to work through this potential rezone.

If you have any questions or concerns, please feel free to contact me.

Thank you

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Spaeth", with a stylized flourish at the end.

Jon Spaeth

17-Jun-2024

Re: Re-zoning Application of land at 210th Street, Chippewa Falls, WI

To Whom it may concern,

I am the sole representative for TBAMR properties, which owns the property at 210th street.

This letter is to acknowledge that Jon Spaeth is a prospective buyer of said land and is requesting the re-zoning of the property as a term of the purchase agreement.

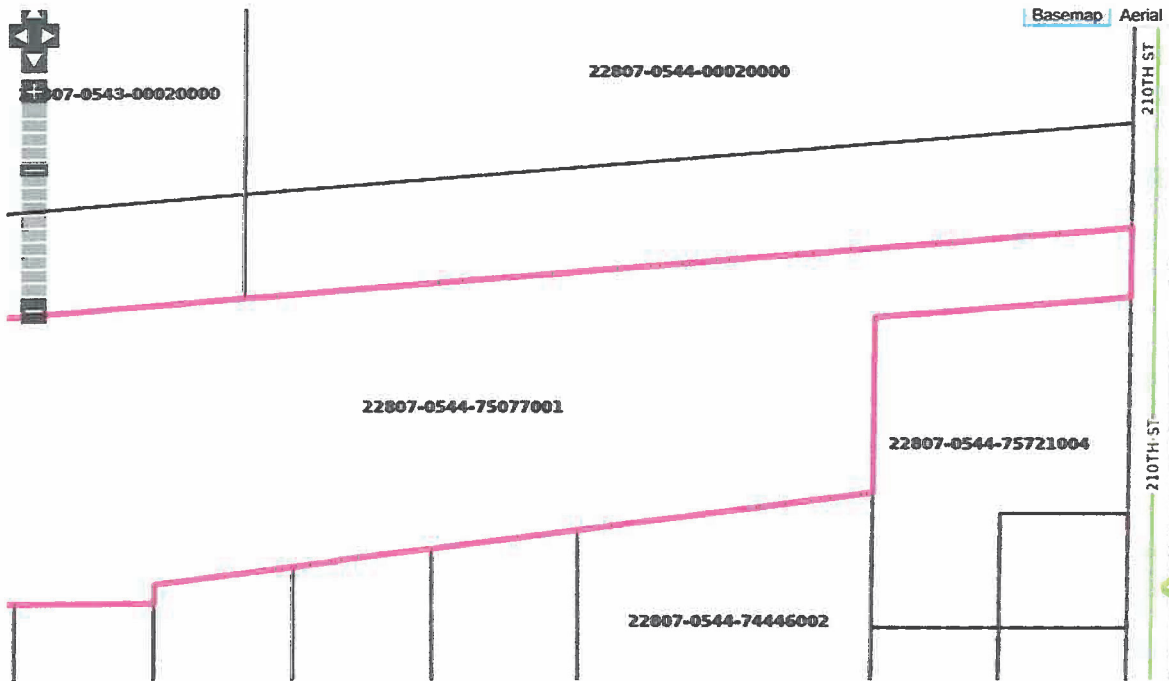
Any questions regarding the re-zoning application should be directed to Jon Spaeth.

Thank you.



Timothy Kilness

Lot Information: 22807-0544-75077001



Jump to: _____

Catalog Help Parcel ID Search

[Back to Settings](#)

Results: 1

PIN: [22807-0544-75077001](#)

Owner Name: TBAMR PROPERTIES LLC

Owner Address: 19866 70TH AVE

Owner City, State: CHIPPEWA FALLS WI

Owner Zip Code: 54729

Assessed Value: 51000

Fair Market Value: 48100

School Code: 870

Document Num: 891730, 891376, 888951, 888874177, 874176, 87

Vol-Page:

Description: SE SE LOT 1 OF CERT SUR I #5077 IN V24 P67 DOC #891

GIS Acres: 12.7

Location:

[Tax Map Documents](#)

[View Parcel Report](#)

STATEMENT OF EXPLANATION

Ordinance No. 14 - 24

**ORD. 14-24: ORDINANCE TO AMEND SECTIONS 32-4(A), 32-43(A) AND
32-44(A)(1)B. OF CHAPTER 32 FLOODPLAIN OF THE CHIPPEWA COUNTY
CODE OR ORDINANCES - FIRST READING - TODD PAULS**

1 It is anticipated that at its regular meeting in August, the County Board will approve
2 ordinance amendments to Section 2-3 of the Chippewa County Code of Ordinances that
3 eliminate the designation of the Chippewa Herald as the County's official newspaper for
4 purposes of publishing legal notices and establish that unless otherwise required by law, legal
5 notices shall be posted pursuant to Wis. Stats. § 985.02(2) on the notice board located on the
6 first floor of the County courthouse and placed electronically on the County's official website.

7 These ordinance amendments will align with the legal notice posting requirements
8 under Section 2-3.
9

Ordinance No. 14 - 24

**ORD. 14-24: ORDINANCE TO AMEND SECTIONS 32-4(A), 32-43(A) AND 32-44(A)(1)B. OF
CHAPTER 32 FLOODPLAIN OF THE CHIPPEWA COUNTY CODE OR ORDINANCES - FIRST
READING - TODD PAULS**

SEE ATTACHMENT

FINANCIAL IMPACT:

By passage of these ordinance amendments, it is anticipated that the Department of Planning & Zoning will realize cost savings by posting legal notices on the notice board located on the first floor of the courthouse and the County's official website in lieu of publishing them in the newspaper.

08/29/2024	Planning & Zoning Committee
RESULT:	RECOMMENDED FOR APPROVAL [UNANIMOUS] Next: 9/10/2024 6:00 PM
MOVER:	Chuck Hull, District 19
SECONDER:	David Kelly, District 14
AYES:	Jason Bergeron, David Kelly, Rocky Kempe, Chuck Hull
EXCUSED:	Duane Shoebridge

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

8/14/2024

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

8/14/2024

Randy B. Scholz

Randy B. Scholz, County Administrator

8/14/2024

**ORDINANCE TO AMEND SECTIONS 32-4(a), 32-43(a) and 32-44(a)(1)b. OF CHAPTER 32
FLOODPLAIN OF THE CHIPPEWA COUNTY CODE OF ORDINANCES**

1. That Sections 32-4(a), 32-43(a) and 32-44(a)(1)b. of Chapter 32 Floodplain of the Chippewa County Code of Ordinances be amended as follows:

Chapter 32 FLOODPLAIN

Article I. In General

Sec. 32-4. Definitions.

- (a) Unless specifically defined below, words and phrases used in this chapter shall have the same meaning as they have at common law and to give this chapter its most reasonable application. Words used in the present tense include the future, the singular number includes the plural, and the plural number includes the singular. The word "may" is permissive; "shall" is mandatory and not discretionary.
 - (1) *A zone* means those areas shown on the county official floodplain zoning map, which would be inundated by the regional flood. These areas may be numbered or be unnumbered A zones. The A zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.
 - (2) *AH zone.* See Area of Shallow Flooding.
 - (3) *AO zone.* See Area of Shallow Flooding.
 - (4) *Accessory structure or use* means a facility, structure or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.
 - (5) *Administrator* means the Director of the Chippewa County Department of Planning & Zoning or an agent designated by the Director.
 - (6) *Alteration* means an enhancement, upgrading or substantial change or modification other than an addition or repair to a structure or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.
 - (7) *Area of shallow flooding* means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is

unpredictable, and where a velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

- (8) *Base Flood* means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a FIS and depicted on a FIRM.
- (9) *Basement* means any enclosed area of a structure having its floor subgrade, i.e. below ground level, on all sides.
- (10) *Building*. See *Structure*.
- (11) *Bulkhead line* means a geographic line along a reach of navigable water that has been adopted by a county ordinance and approved by the DNR pursuant to Wis. Stat. § 30.11, and which allows limited filling between this bulkhead line and the original ordinary high-water mark, except where such filling is prohibited by the floodway provisions of this chapter.
- (12) *Campground* means any parcel of land which is designed, maintained, intended, or used for the purpose of providing a site for nonpermanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.
- (13) *Camping Unit* means any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, tent or other mobile recreational vehicle.
- (14) *Certificate of compliance* means a certification issued by the Administrator stating that the construction and the use of land or a structure, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this chapter.
- (15) *Channel* means a natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.
- (16) *Class 2 Legal Notice* means a required notice under Wis. Stats. § 985.07(2). The Class 2 legal notice shall be posted per sec. 2-3 of the Chippewa County Code of Ordinances.
- (1617) *Committee* means the Planning & Zoning Committee, which is made up of county board members and oversees the policy for planning and zoning pursuant to Wis. Stats. § 59.69.

- (~~17~~18) *Crawlways or crawlspace* means an enclosed area below the first usable floor of a structure, generally less than five (5) feet in height, used for limited access to plumbing and electrical utilities.
- (~~18~~19) *Deck* means an unenclosed exterior structure that has no roof or sides, but has a permeable floor which allows the infiltration of precipitation.
- (~~19~~20) *Department* means the Chippewa County Department of Planning & Zoning.
- (~~20~~21) *Development* means any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; and the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.
- (~~21~~22) *DNR* means the Wisconsin Department of Natural Resources.
- (~~22~~23) *Dry land access* means a vehicular access route which is above the regional flood elevation and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.
- (~~23~~24) *Encroachment* means any fill, structure, equipment, use or development in the floodway.
- (~~24~~25) *Federal Emergency Management Agency (FEMA)* means the federal agency that administers the National Flood Insurance Program.
- (~~25~~26) *Flood Insurance Rate Map (FIRM)* means a map of a community on which the Federal Insurance Administration has delineated both special flood hazard areas (the floodplain) and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.
- (~~26~~27) *Flood or Flooding* mean a general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- a. The overflow or rise of inland waters;
- b. The rapid accumulation or runoff of surface waters from any source;
- c. The sudden increase caused by an unusually highwater level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

~~(2728)~~ *Flood frequency* means the probability of a flood occurrence. A flood frequency is generally determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average, once in a specified number of years or as a percent chance of occurring in any given year.

~~(2829)~~ *Floodfringe* means that portion of the floodplain outside of the floodway which is covered by floodwaters during the regional flood and generally associated with standing water rather than flowing water.

~~(2930)~~ *Flood hazard boundary map* means a map prepared by FEMA designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

~~(3031)~~ *Flood insurance study* means a technical engineering examination, evaluation, and determination of the local flood hazard areas. A flood insurance study provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. Flood hazard areas are designated as numbered and unnumbered A zones. Flood Insurance Rate Maps that accompany the Flood Insurance Study form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

~~(3132)~~ *Floodplain* means that land which has been or may be hereafter covered by floodwater during the regional flood. The floodplain includes the floodway and the floodfringe, and may include other designated floodplain areas for regulatory purposes.

~~(3233)~~ *Floodplain island* means a natural geologic land formation within the floodplain that is surrounded, but not covered, by floodwater during the regional flood.

(~~33~~34) *Floodplain management* means the policy and procedures for ensuring wise use of floodplains. It includes mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

(~~34~~35) *Flood profile* means a graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

(~~35~~36) *Floodproofing* means any combination of structural provisions, changes or adjustments to properties and structures, water and sanitary facilities and contents of structures subject to flooding, for the purpose of reducing or eliminating flood damage.

(~~36~~37) *Flood protection elevation* means an elevation that is two feet of freeboard above the water surface profile elevation designated for the regional flood. See *Freeboard*.

(~~37~~38) *Flood storage* means those floodplain areas where storage of flood waters has been taken into account during analysis in reducing the regional flood discharge.

(~~38~~39) *Floodway* means the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

(~~39~~40) *Freeboard* means a safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for the effects of any factors that cause flood heights greater than those calculated including, but not limited to, ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

(~~40~~41) *Habitable structure* means any structure or portion thereof used or designed for human habitation.

~~(41) Hearing notice means publication or posting meeting the requirements of Chapter 985 Wis. Stats. A Class 1 notice is the minimum requirement for appeals and must be published once at least one week (seven calendar days) before the hearing. A Class 2 notice is the minimum requirement for all zoning ordinances and amendments, including map amendments, and must be published twice, once each week consecutively, with the last publication at least a week (seven calendar days) before the hearing. Local ordinances or bylaws may require additional notice that exceeds these minimums.~~

- (42) *High flood damage potential* means damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure and its contents.
- (43) *Highest adjacent grade* means the highest natural elevation of the ground surface prior to construction which is located next to the proposed walls of a structure.
- (44) *Historic Structure* means any structure that is either:
- a. Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register,
 - b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district,
 - c. Individually listed on a state inventory of historic places in states with historic preservation programs which has been approved by the Secretary of the Interior, or
 - d. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.
- (45) *Increase in regional flood height* means a calculated upward rise in the regional flood elevation resulting from comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables, such as roughness factors, expansion and contraction coefficients and discharge.
- (46) *Land use* means any nonstructural use made of unimproved or improved real estate. See *Development*.
- (47) *Lowest adjacent grade* means the lowest elevation of the ground surface that touches any part of the exterior walls of a structure.

- (48) *Lowest floor* means the lowest floor of the lowest enclosed area (including basement) of a structure.
- (49) *Maintenance* means the act or process of restoring to original soundness, including redecorating, refinishing, non-structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.
- (50) *Manufactured home* means a structure transportable in one or more sections which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."
- (51) *Mobile or manufactured home park or subdivision* means a parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.
- (52) *Mobile or manufactured home park or subdivision, existing* means a parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this chapter, including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.
- (53) *Mobile or manufactured home park or subdivision, expansion to existing* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads.
- (54) *Mobile Recreational Vehicle* means a vehicle which is built on a single chassis, is 400 square feet or less when measured at the largest horizontal projection, is designed to be self-propelled, is carried or permanently towed by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as a temporary living quarters for recreational, camping, travel or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicle."
- (55) *Model, corrected effective* means a hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more

detailed topographic information than that used in the current effective model.

- (56) *Model, duplicate effective* means a copy of the hydraulic analysis used in the effective FIS and referred to as the effective model.
- (57) *Model, effective* means a hydraulic engineering model that was used to produce the current effective Flood Insurance Study.
- (58) *Model, existing (pre-project)* means a modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.
- (59) *Model, revised (post-project)* means a modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.
- (60) *Municipality or municipal* means the county, city or village governmental units enacting, administering and enforcing this chapter.
- (61) *NAVD or North American Vertical Datum* means elevations referenced to mean sea level datum, 1988 adjustment.
- (62) *NGVD and National Geodetic Vertical Datum* mean elevations referenced to mean sea level datum, 1929 adjustment.
- (63) *New Construction* means structures for which the start of construction commenced on or after the effective date of floodplain zoning regulations adopted by this community and includes any subsequent improvements to such structures. For the purpose of determining flood insurance rates, it includes any structures for which the “start of construction” commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures.
- (64) *Nonconforming structure* means an existing lawful structure which is not in conformity with the dimensional or structural requirements of this chapter for the area of the floodplain which it occupies. (For example, an existing residential structure in the floodfringe district is a conforming use. However,

if the first floor is lower than the flood protection elevation, the structure is nonconforming.)

- (65) *Nonconforming use* means an existing lawful use or accessory use of a structure which is not in conformity with the provisions of this chapter for the area of the floodplain which it occupies. (Such as a residence in the floodway.)
- (66) *Non-flood disaster* means a fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.
- (67) *Obstruction to flow* means any development which blocks the conveyance of floodwaters such that the development by itself or in conjunction with any future similar development will cause any increase in regional flood height.
- (68) *Official floodplain zoning map* means that map, adopted and made part of this chapter, as described in sec. 32-81(b), which has been approved by the DNR and FEMA.
- (69) *Open space use* means those uses having a relatively low flood damage potential and not involving structures.
- (70) *Ordinary High-water Mark* means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.
- (71) *Person* means an individual, or group of individuals, corporation, partnership, association, municipality or state agency.
- (72) *Private sewage system* means a sewage treatment and disposal system serving one structure with a septic tank and soil absorption field located on the same parcel as the structure. This term also means an alternative sewage system approved by the Wisconsin Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure or a system located on a different parcel than the structure.
- (73) *Public utilities* means those utilities using underground or overhead transmission lines, such as electric, telephone and telegraph, and distribution and collection systems, such as water, sanitary sewerage and storm sewer.

- (74) *Reasonably Safe from Flooding* means base flood waters will not inundate the land or damage structures to be removed from the special flood hazard area and that any subsurface waters related to the base flood will not damage existing or proposed structures.
- (75) *Regional flood* means a flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the RFE (regional flood elevation) is equivalent to the BFE (base flood elevation).
- (76) *Start of construction* means the date the applicable permits were issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 calendar days of the permit date. The actual start of construction means either the first placement of permanent construction on a site, such as pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading or filling, nor does it include the installation of streets and/or walkways, excavation for a basement, footings, piers, or foundations or the erection of temporary forms, or the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a structure, whether or not that alteration affects the external dimensions of the structure.
- (77) *Structure* means any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, streambed or lake bed, which includes, but is not limited to, such objects as roofed and walled structures, gas or liquid storage tanks, bridges, dams and culverts.
- (78) *Subdivision* has the meaning given in Wis. Stat. § 236.02(12).
- (79) *Substantial Damage* means the damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.
- (80) *Substantial improvement* means any repair, reconstruction, rehabilitation, addition or improvement of a structure, the cost of which equals or exceeds

50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term substantial improvement does not, however, include any project for the improvement of a structure required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions. The term substantial improvement also does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

- (81) *Unnecessary hardship* means that circumstance where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of this chapter.
- (82) *Variance* means an authorization by the Board of Adjustment or appeals for the construction or maintenance of a structure in a manner which is inconsistent with dimensional standards (not uses) contained in this chapter.
- (83) *Violation* The failure of a structure or other development to be fully compliant with this chapter. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.
- (84) *Watershed* means the entire region contributing runoff or surface water to a watercourse or body of water.
- (85) *Water surface profile* means a graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.
- (86) *Well* means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

Article II. Administration

Sec. 32-43. Chippewa County Planning & Zoning Committee.

- (a) The Committee shall oversee the functions of the office of the Administrator, review and make recommendations to the County Board on all proposed amendments to the maps and text within this chapter and ~~publish adequate hearing notices pursuant to Wis. Stat. § 985~~ provide a Class 2 legal notice specifying the date, time, place and subject of the public hearing.
- (b) The Committee shall not grant variances to the terms of this chapter nor amend the text or zoning maps in place of official action by the Board of Adjustment or County Board, respectively.

Sec. 32-44. Board of Adjustment.

- (a) Public hearing notices, hearings and decisions.
 - (1) Public hearing notices. The Board of Adjustment shall:
 - a. fix a reasonable time for the public hearing.
 - b. ~~publish adequate notice pursuant to state statutes~~ provide a Class 2 legal notice, specifying the date, time, place and subject of the hearing.
 - c. ensure that the notice is mailed to the parties in interest and the DNR regional office at least ten (10) calendar days in advance of the hearing.
2. That these ordinance amendments shall take effect upon passage and publication of the ordinance amendments to sec. 2-3 of the Chippewa County Code of Ordinances and upon passage and publication of these ordinance amendments.

Forwarded to the County Board by the Planning & Zoning Committee.

STATEMENT OF EXPLANATION

Ordinance No. 15 - 24

**ORD. 15-24: ORDINANCE TO AMEND SECTIONS 55-5, 55-13, 55-15 AND
55-18 OF CHAPTER 55 SHORELAND OF THE CHIPPEWA COUNTY CODE
OF ORDINANCES - FIRST READING - TODD PAULS**

1 It is anticipated that at its regular meeting in August, the County Board will approve
2 amendments to Section 2-3 of the Chippewa County Code of Ordinances that eliminate the
3 designation of the Chippewa Herald as the County's official newspaper for purposes of
4 publishing legal notices and establish that unless otherwise required by law, legal notices shall
5 be posted pursuant to Wis. Stats. § 985.02(2) on the notice board located on the first floor of
6 the County courthouse and placed electronically on the County's official website.

7 These ordinance amendments will align with the legal notice posting requirements
8 under Section 2-3.

Ordinance No. 15 - 24

**ORD. 15-24: ORDINANCE TO AMEND SECTIONS 55-5, 55-13, 55-15 AND 55-18 OF CHAPTER 55
SHORELAND OF THE CHIPPEWA COUNTY CODE OF ORDINANCES - FIRST READING - TODD
PAULS**

SEE ATTACHMENT

FINANCIAL IMPACT:

By passage of these ordinance amendments, it is anticipated that the Department of Planning & Zoning will realize cost savings by posting legal notices on the notice board located on the first floor of the courthouse and the County's official website in lieu of publishing them in the newspaper.

08/29/2024	Planning & Zoning Committee
RESULT:	RECOMMENDED FOR APPROVAL [UNANIMOUS] Next: 9/10/2024 6:00 PM
MOVER:	Rocky Kempe, District 16
SECONDER:	David Kelly, District 14
AYES:	Jason Bergeron, David Kelly, Rocky Kempe, Chuck Hull
EXCUSED:	Duane Shoebridge

Approved as to Form:

Todd A. Pauls

Todd A. Pauls, Corporation Counsel

8/14/2024

Lori Zwiefelhofer

Lori Zwiefelhofer, Finance Director

8/14/2024

Randy B. Scholz

Randy B. Scholz, County Administrator

8/14/2024

**ORDINANCE TO AMEND SECTIONS 55-5, 55-13, 55-15 AND 55-18 OF CHAPTER 55
SHORELAND OF THE CHIPPEWA COUNTY CODE OF ORDINANCES**

1. That sections 55-5, 55-13 and 55-18 of Chapter 55 Shoreland of the Chippewa County Code of Ordinances be amended as follows:

Chapter 55 SHORELAND

Article I. In General

Sec. 55-5. Definitions.

- (a) For the purpose of administering and enforcing this ordinance, the terms or words used herein shall be interpreted as follows: Words used in the present tense include the future; words in the singular number include the plural number; and words in the plural number include the singular number. The word "shall" is mandatory, not permissive. All distances unless otherwise specified shall be measured horizontally.
- (b) The following terms used in this ordinance mean:
 - (1) *Access and Viewing Corridor* means a strip of vegetated land that allows safe pedestrian access to the shore through the vegetative buffer zone.
 - (2) *Accessory Structure or Use* means a detached subordinate structure or a use which is clearly incidental to, and customarily found in connection with the principal structure or use to which it is related, and which is located on the same lot as the principal structure or use. An accessory structure shall not have habitable living spaces.
 - (3) *Administrator* means the employee of the Department of Planning and Zoning officially designated to administer and enforce this ordinance or an agent designated by the Administrator.
 - (4) *Boathouse* means a permanent structure used for the storage of watercraft and associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of these structural parts.
 - ~~(5) *Structure Envelope* means the three-dimensional space within which a structure is built.~~
 - ~~(65)~~ *Class 2 Public Legal Notice* means ~~publication of a public hearing~~ a required notice under Wis. Stats. § 985.07(2)-ch. 985, Wis. Stat., in a newspaper of circulation in the affected area. The Class 2 legal notice shall be posted per sec. 2-3 of the Chippewa County Code of Ordinances ~~Publication is required on two consecutive weeks, the last at least seven (7) days prior to the public hearing.~~

- (~~76~~) *Conditional Use* means a use which is permitted by this ordinance provided that certain conditions specified in this ordinance are met and that a permit is granted by the Committee.
- (~~87~~) *Committee* means the Planning and Zoning Committee which is made up of County Board members and oversees the policy for planning and zoning as outlined under Wis. Stat. § 59.69(2)(a).
- (~~98~~) *Department* means the Department of Natural Resources.
- (~~109~~) *Existing Development Pattern* means that principal structures exist within 250 feet of a proposed principal structure in both directions along the shoreline.
- (~~1110~~) *Floodfringe* means that portion of the floodplain outside of the floodway which is covered by floodwaters during the regional flood and generally associated with standing water rather than flowing water.
- (~~1211~~) *Floodplain* means the land which has been or may be hereafter covered by flood water during the regional flood. The floodplain includes the floodway and the flood fringe as those terms are defined in Wis. Adm. Code Natural Resources (NR) 116.
- (~~1312~~) *Floodway* means that channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.
- (~~1413~~) *Footprint* means the land area covered by a structure at ground level measured on a horizontal plane. The footprint of a residence or building includes the horizontal plane bounded by the furthest exterior wall projected to natural grade. For structures without walls (decks, stairways, patios, carports) – a single horizontal plane bounded by the furthest portion of the structure projected to natural grade. Note: For the purposes of replacing or reconstructing a nonconforming building with walls, the footprint shall not be expanded by enclosing the area that is located within the horizontal plane from the exterior wall to the eaves projected to natural grade. This constitutes a lateral expansion under NR 115 and would need to follow NR 115.05 (1)(g)5.
- (~~1514~~) *Generally Accepted Forestry Management Practices* means forestry management practices that promote sound management of a forest. Generally accepted forestry management practices include those practices contained in the most recent version of the department publication known as Wisconsin Forest Management Guidelines and identified as PUB FR-226.

- (~~16~~15) *Habitable Living Area* means any area of a structure which will be or could be used for sleeping, living, dining purposes, kitchens, bath or toilet rooms, laundries or similar spaces.
- (~~17~~16) *Impervious Surface* means an area that releases as runoff all or a majority of the precipitation that falls on it. Impervious surface excludes frozen soil but includes rooftops, sidewalks, driveways, parking lots, and streets unless specifically designed, constructed, and maintained to be pervious. Roadways as defined in Wis. Adm. Code Natural Resources (NR) 340.01(54), or sidewalks as defined in Wis. Adm. Code Natural Resources (NR) 340.01(58), are not considered impervious surfaces.
- (~~18~~17) *Landing* means a platform between flights of stairs or a place where persons or water-related equipment are landed or stored or an area to safely exit a structure.
- (~~19~~18) *Lot* means a continuous parcel of land, not divided by a public right-of-way, and sufficient in size to meet the lot width and lot area provisions of this ordinance.
- (~~20~~19) *Lot Area* means the area of a horizontal plane bounded by the front, side, and rear lot lines of a lot, but not including the area of any land below the ordinary high-water mark of navigable waters.
- (~~21~~20) *Lot, Previously Developed* means a lot or parcel that was developed with a structure legally placed upon it.
- (~~22~~21) *Lot of Record* means any lot, the description of which is properly recorded with the Register of Deeds, which at the time of its recordation complied with all applicable laws, ordinances, and regulations.
- (~~23~~22) *Lot, Substandard* means a legally created lot or parcel that met minimum area and minimum average width requirements when created, but does not meet current requirements for a new lot.
- (~~24~~23) *Minimum Average Lot Width* means the average of the distances between the following points: The ordinary highwater mark, the structure setback line and the rear lot line. The measurements shall be perpendicular to the property line
- (~~25~~24) *Mitigation* means balancing measures that are designed, implemented and function to restore natural functions and values that are otherwise lost through development and human activities.
- (~~26~~25) *Navigable Waters* means Lake Superior, Lake Michigan, all natural inland lakes within Wisconsin and all streams, ponds, sloughs, flowages and other waters

within the territorial limits of this state, including the Wisconsin portion of boundary waters, which are navigable under the laws of this state. Under s. 281.31(2)(d), Stats, notwithstanding any other provision of law or administrative rule promulgated thereunder, shoreland ordinances required under Wis. Stat. § 59.692, and Wis. Adm. Code Natural Resources (NR) 115, do not apply to lands adjacent to:

- a. Farm drainage ditches where such lands are not adjacent to a natural navigable stream or river and such lands were not navigable streams before ditching; and
- b. Artificially constructed drainage ditches, ponds or stormwater retention basins that are not hydrologically connected to a natural navigable water body

~~(2726)~~ *Ordinary High-Water Mark* means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.

~~(2827)~~ *Patio* means a flat exterior-constructed surface, no higher than original grade, made of concrete, wood, brick or a combination thereof. A patio shall not include affixed appendages such as benches, tables, walls, roofs or any other structural components.

~~(2928)~~ *Principal Structure* means a structure that is utilized for commercial and/or residential purposes.

~~(3029)~~ *Regional Flood* means a flood determined to be representative of large floods known to have generally occurred in Wisconsin and which may be expected to occur on a particular stream because of like physical characteristics, once in every 100 years.

~~(3130)~~ *Routine Maintenance of Vegetation* means normally accepted horticultural practices that do not result in the loss of any layer of existing vegetation and do not require earth disturbance.

~~(3231)~~ *Setback* means the minimum horizontal distance required between property lines or the ordinary high-water mark for the placement of a structure, exclusive of permitted projections. The setback shall be measured at right angles and shall be measured to the wall of the structure as long as there are no projections including, but not limited to, eaves, balconies, fire escapes, or fireplaces that are greater than 2 feet.

- (~~33~~32) *Shoreland* means lands within the following distances from the ordinary highwater mark of navigable waters: 1,000 feet from a lake, pond or flowage; and 300 feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.
- (~~34~~33) *Shoreland Setback*, also known as the Shoreland setback area in Wis. Stat. § 59.692(1)(bn), means an area in a shoreland that is within a certain distance of the ordinary high-water mark in which the construction or placement of structures has been limited or prohibited under an ordinance enacted under Wis. Stat. § 59.692.
- (~~35~~34) *Shoreland-Wetland District* means a zoning district, created as a part of a county zoning ordinance, comprised of shorelands that are designated as wetlands on the Wisconsin wetland inventory maps prepared by the department.
- (~~36~~35) *Structure* per Wis. Stat. §59.692(1)(e), means a principal structure or any accessory structure including a garage, shed, boathouse, sidewalk, walkway, patio, deck, retaining wall, porch or fire pit.
- (36) *Structure Envelope* means the three-dimensional space within which a structure is built.
- (37) *Unnecessary Hardship* means that circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of this ordinance.
- (38) *Variance* means an authorization granted by the board of adjustment to construct, alter or use a structure in a manner that deviates from the dimensional standards of this ordinance.
- (39) *Wetlands* means those areas where water is at, near or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.
- (40) *Yard* means an open space on the same lot with a structure, unoccupied and unobstructed from the ground upward, except for vegetation as permitted, and except for permitted accessory structures.
- (41) *Yard, Front* means a yard extending across the full width of a lot, having a depth equal to the minimum horizontal distance between the front property line and the nearest point of the principal structure, excluding permitted projections.

- (42) *Yard, Rear* means a yard, unoccupied except by accessory structures, extending from the rear line of the main structure to the rear lot line for the entire width of the lot, excluding such projections as are permitted in this ordinance.
- (43) *Yard, Side* means a yard or open space on each side of the main structure extending from the side lot line to the side wall of the structure, exclusive of permitted projections and from the front yard to the rear yard, when an accessory structure is constructed as part of the main structure or constructed on one side of the main structure, the side yard requirements shall be the same for the accessory structure as required for the main structure.

Sec. 55-6. to 55-10. Reserved.

Article II. Administration and Enforcement

Sec. 55-13. Board of Adjustment.

- (a) *Members.* There shall be a Board of Adjustment consisting of five (5) voting members and two (2) alternates for a total of seven (7) members. The members of the Board of Adjustment shall all reside within the county and outside the limits of incorporated cities and villages; provided, however, no (2) two members shall reside in the same town.
- (b) *Alternate Members.* Alternate members may participate in the discussion during a meeting or public hearing, but are limited to voting as follows:
 - (1) The first alternate shall act, with full power, only when a voting member of the Board of Adjustment refuses to vote because of a conflict of interest or when a voting member is absent.
 - (2) The second alternate shall act, with full power, only when the first alternate refuses to vote because of a conflict of interest or is absent, or if more than one member of the Board of Adjustment refuses to vote because of a conflict of interest or is absent.
- (c) *Appointment.* All members of the Board of Adjustment shall be appointed by the County Administrator with County Board approval. Vacancies to unexpired terms shall be appointed in the like manner and shall be for the term remaining, unless otherwise approved. Alternates shall be appointed to an alternating schedule between first-alternate and second-alternate.
- (d) *Terms of Office.* The terms of the voting and alternate members shall be appointed for

three (3) year terms.

(e) *Rules.*

- (1) The Board of Adjustment shall meet at the call of the chair and at such other times as the Board of Adjustment may determine at a fixed time and place.
- (2) All meetings of the Board of Adjustment shall be open to the public.
- (3) The Board of Adjustment shall fix a reasonable time for the hearing of the appeal; give public notice thereof by ~~providing~~publishing a Class 2 legal notice ~~in the official newspaper of the county, on each of two successive weeks, the last publication to be not less than one week before the date of the hearing as advertised therein,~~ specifying the date, time and place of hearing and the matters to come before the Board of Adjustment; as well as mailed notices to the town clerk and abutting property owners.
- (4) The Board of Adjustment shall keep complete minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.
- (5) The Board of Adjustment may call upon any other county departments, state and federal agencies for assistance in the performance of its duties.
- (6) The Board of Adjustment may adopt additional procedural rules as are necessary to carry into effect the regulations of this ordinance and any rules and by-laws adopted by the County Board.
- (7) In the case of all appeals, the Board of Adjustment shall call upon the Administrator for all information pertinent to the decision appealed from.

(f) *Appeals.* Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the county affected by any decision of the Administrator. Such appeal shall be taken within a reasonable time as provided by the rules and by-laws of the Board of Adjustment, with notice of appeal specifying the grounds thereof. The Administrator shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed from was taken.

(g) *Stays.* An appeal shall stay all proceedings in furtherance of the action appealed from unless the Administrator shall certify to the Board of Adjustment after notice of appeal shall have been filed with him, that by reason of facts stated in the affidavit, a stay would cause imminent peril to life and property. In such case, the proceedings shall not

be stayed otherwise than by a restraining order which may be granted by a court of record.

- (h) *Powers and Duties.* The powers and the duties of the Board of Adjustment are identified in 59.694(7) of the Wisconsin Statutes and in the applicable rules and by-laws as adopted by the County Board. The Board of Adjustment shall have the following general powers:
- (1) *Administrative Appeals.* To hear and decide appeals where it is alleged that there is error in any order, requirement, decision or determination of the Administrator or Committee in the administration or enforcement of this ordinance.
 - (2) *Variances.* To authorize, upon appeal in specific cases, such variance from the terms of this ordinance as will not be contrary to the public interest where, owing to special conditions, the literal enforcement of the provisions of this ordinance will result in unnecessary hardship and so that the spirit of this ordinance shall be observed, public welfare and safety secured and substantial justice done. A variance shall:
 - a. be consistent with the spirit and intent of this ordinance.
 - b. not permit any change in the uses in the established zoning districts.
 - c. not be granted unless it is demonstrated that the variance will not be contrary to the public interest or damaging to the rights of other persons or property values in the area.
 - d. not be granted for actions, which require an amendment to this ordinance.
 - e. not have the effect of allowing a use or structure, which is prohibited under this ordinance unless the BOA determines that no feasible legal use of the property can be made without such variance or strict conformity with the applicable provisions is unnecessarily burdensome and provided that a use variance may not be granted in a floodplain, shoreland-wetland or conservancy district.
 - f. not be granted on the basis of economic gain or loss.
 - g. not be granted for a self-created hardship.
- (i) *Compensation.* The Board of Adjustment shall be paid the same per diem and mileage as authorized for the County Board.

Sec. 55-15. Changes and Amendments.

- (a) The County Board may from time to time alter, supplement or change the boundaries of districts and the regulations contained in this ordinance in accordance with the requirements of Wis. Stat. § 59.69, Wis. Admin. Code Natural Resources (NR) 115, and section 55-30 where applicable.
- (b) Amendments to this ordinance may be made on petition of any interested party as provided in Wis. Stat. § 59.69.
- (c) Every petition for a text or map amendment filed with the clerk shall be referred to the Committee. A copy of each petition shall be mailed to the appropriate area office of the department within five days of the filing of the petition with the clerk. Written notice of the public hearing to be held on a proposed amendment shall be provided to the appropriate area office of the department at least ten days prior to the hearing. The Board shall give public notice thereof by publishing a Class 2 legal notice ~~under Wis. Stat. 985,~~ specifying the date, time and place of the hearing and the matters to come before the Board. Notice shall be mailed to the parties in interest.

Sec. 55-18. Conditional Use Permits.

- (a) *Application for a Conditional Use Permit.* Any use listed as a conditional use in this ordinance shall be permitted only after an application has been submitted to the Administrator and a Conditional Use Permit has been granted by the Committee.
- (b) *Standards Applicable to all Conditional Uses.* In deciding upon a conditional use permit, the Committee shall evaluate the effect of the proposed use upon:
 - (1) The maintenance of safe and healthful conditions.
 - (2) The prevention and control of water pollution including sedimentation
 - (3) Compliance with local floodplain zoning ordinances and potential damage to adjacent properties due to altered surface water drainage.
 - (4) The erosion potential of the site based upon degree and direction of slopes, soil type and vegetative cover.
 - (5) The location of the site with respect to existing or future access roads.
 - (6) The need of the proposed use for a shoreland location.
 - (7) Its compatibility with uses on adjacent land.

- (8) The amount of liquid and solid wastes to be generated and the adequacy of the proposed disposal systems.
- (9) Location factors under which:
 - a. Domestic uses shall be generally preferred;
 - b. Uses not inherently a source of pollution within an area shall be preferred over uses that are or may be a pollution source.
 - c. Use locations within an area tending to minimize the possibility of pollution shall be preferred over use locations tending to increase that possibility.
- (c) *Conditions Attached to Conditional Uses.* Upon consideration of the factors listed in subsection (2) of this section, the Committee shall attach such conditions, in addition to those required elsewhere in this ordinance, as are necessary to further the purposes of this ordinance. Violations of any of these conditions shall be deemed a violation of this ordinance. Such conditions may include specifications for, without limitation because of specific enumeration: type of shore cover, specific sewage disposal and water supply facilities; landscaping and planting screens; period of operation; operational control; sureties; deed restrictions; location of piers, docks, parking, signs; and type of construction. To secure information upon which to base its determination, the Committee may require the applicant to furnish, in addition to the information required for a zoning permit, the following information:
 - (1) A plan of the area showing surface contours, soil types, ordinary high-water marks, groundwater conditions, subsurface geology and vegetative cover.
 - (2) Location of existing and proposed structures, parking areas, traffic access, driveways, walkways, piers, open space and landscaping.
 - (3) Plans of proposed structures, sewage disposal facilities, water supply systems and arrangement of operations.
 - (4) Specifications for areas of proposed filling, grading, excavating, lagooning or dredging.
 - (5) Other pertinent information necessary to determine if the proposed use meets the requirements of this ordinance.
 - (6) The Committee in evaluating each application may request technical assistance from other county departments or state and federal agencies.

- (d) *Notice, Public Hearing and Decision.* Before passing upon an application for a conditional use permit, the Committee shall hold a public hearing. Notice of such public hearing, specifying the time, place and matters to come before the Committee, shall be given by a Class 2 legal notice ~~under ch. 985, Wis. Stat.~~ Such notice shall be provided to the appropriate district office of the Department at least ten (10) days prior to the public hearing. The Committee shall state in writing the grounds for granting or refusing a conditional use permit.
- (e) *Recording.* When a conditional use permit is approved, an appropriate record shall be made and recorded in the Chippewa County Register of Deeds, of the land use and structures permitted and such permit shall be applicable solely to the structures, use and property so described. A copy of any decision on a conditional use permit shall be provided to the appropriate district office of the Department within ten (10) days after it is granted or denied.
- (f) *Termination and Revocation.* Where the conditions of a conditional use permit are violated, the conditional use permit may be terminated or revoked or modified after notice by certified mail to parties of interest and a public hearing is held by the Committee.

Secs. 55-19. to 55-25. Reserved.

2. That these ordinance amendments shall take effect upon passage and publication of the ordinance amendment to sec. 2-3 of the Chippewa County Code of Ordinances and upon passage and publication of these ordinance amendments.

Forwarded to the County Board by the Planning & Zoning Committee.

STATEMENT OF EXPLANATION

Ordinance No. 16 - 24

**ORD. 16-24: ORDINANCE TO AMEND SECTIONS 70-35 AND 70-36 OF
CHAPTER 70 ZONING OF THE CHIPPEWA COUNTY CODE OF
ORDINANCES - FIRST READING - TODD PAULS**

1 It is anticipated that at its regular meeting in August, the County Board will approve
2 ordinance amendments to Section 2-3 of the Chippewa County Code of Ordinances that
3 eliminate the designation of the Chippewa Herald as the County's official newspaper for
4 purposes of publishing legal notices and establish that unless otherwise required by law, legal
5 notices shall be posted pursuant to Wis. Stats. § 985.02(2) on the notice board located on the
6 first floor of the County courthouse and placed electronically on the County's official website.

7 These ordinance amendments will align with the legal notice posting requirements
8 under Section 2-3.
9

Ordinance No. 16 - 24

**ORD. 16-24: ORDINANCE TO AMEND SECTIONS 70-35 AND 70-36 OF CHAPTER 70 ZONING OF
THE CHIPPEWA COUNTY CODE OF ORDINANCES - FIRST READING - TODD PAULS**

SEE ATTACHMENT

FINANCIAL IMPACT:

By passage of these ordinance amendments, it is anticipated that the Department of Planning & Zoning will realize cost savings by posting legal notices on the notice board located on the first floor of the courthouse and the County's official website in lieu of publishing them in the newspaper.

08/29/2024 Planning & Zoning Committee

RESULT: RECOMMENDED FOR APPROVAL [UNANIMOUS] Next: 9/10/2024 6:00 PM

MOVER: David Kelly, District 14

SECONDER: Rocky Kempe, District 16

AYES: Jason Bergeron, David Kelly, Rocky Kempe, Chuck Hull

EXCUSED: Duane Shoebridge

Approved as to Form:

Todd A. Pauls
Todd A. Pauls, Corporation Counsel

8/14/2024

Lori Zwiefelhofer
Lori Zwiefelhofer, Finance Director

8/14/2024

Randy B. Scholz
Randy B. Scholz, County Administrator

8/14/2024

**ORDINANCE TO AMEND SECTIONS 70-35 AND 70-36 OF CHAPTER 70
ZONING OF THE CHIPPEWA COUNTY CODE OF ORDINANCES**

1. That sections 70-35 and 70-36 of Chapter 70 Zoning of the Chippewa County Code of Ordinances be amended as follows:

Chapter 70 ZONING

Article II. In General

Sec. 70-35 Board of Adjustment

- (a) *Members.* There shall be a Board of Adjustment consisting of five (5) voting members and two
 - (1) alternates for a total of seven (7) members. The members of the Board of Adjustment shall all reside within the county and outside the limits of incorporated cities and villages; provided, however, no two (2) members shall reside in the same town.
- (b) *Alternate Members.* Alternate members may participate in the discussion during a meeting or public hearing, but are limited to voting as follows:
 - (1) The first alternate shall act, with full power, only when a voting member of the Board of Adjustment refuses to vote because of a conflict of interest or when a voting member is absent.
 - (2) The second alternate shall act, with full power, only when the first alternate refuses to vote because of a conflict of interest or is absent, or if more than one member of the Board of Adjustment refuses to vote because of a conflict of interest or is absent.
- (c) *Appointment.* All members of the Board of Adjustment shall be appointed by the County Administrator with County Board approval. Vacancies to unexpired terms shall be appointed in the like manner and shall be for the term remaining, unless otherwise approved. Alternates shall be appointed to an alternating schedule between first-alternate and second-alternate.
- (d) *Terms of Office.* The terms of the voting and alternate members shall be staggered as follows:
 - (1) Three (3) voting members and one (1) alternate member shall be appointed for three (3) year terms. Successors shall be appointed in a like manner at the expiration of each term.
 - (2) Two (2) voting members and one (1) alternate member shall be appointed for two (2) year terms. Successors shall be appointed to a three (3) year term at the expiration of the initial two (2) year term.

(e) *Rules*

- (1) The Board of Adjustment shall meet at the call of the chair and at such other times as the Board of Adjustment may determine at a fixed time and place.
- (2) All meetings of the Board of Adjustment shall be open to the public.
- (3) The Board of Adjustment shall fix a reasonable time for the hearing of the appeal; give public notice thereof by ~~publishing~~ providing a Class 2 notice ~~legal notice in the official newspaper of the county, on each of two successive weeks, the last publication to be not less than one week before the date of the hearing as advertised therein as required under Wis. Stats. § 985.07(2). The Class 2 legal notice shall be posted per sec. 2-3 of the Chippewa County Code of Ordinances and shall,~~ specifying the date, time and place of the public hearing and the matters to come before the Board of Adjustment; as well as mailed notices to the town clerk and abutting property owners.
- (4) The Board of Adjustment shall keep complete minutes of its proceedings, showing the vote of each member upon each question, or if absent or failing to vote, indicating such fact; and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Administrator and shall be a public record.
- (5) The Board of Adjustment may call upon any other county departments, state and federal agencies for assistance in the performance of its duties.
- (6) The Board of Adjustment may adopt additional procedural rules as are necessary to carry into effect the regulations of this chapter and any rules and regulations adopted by the County Board.
- (7) In the case of all appeals, the Board of Adjustment shall call upon the Administrator for all information pertinent to the decision appealed from.

(f) *Appeals.* Appeals to the Board of Adjustment may be taken by any person aggrieved or by any officer, department, board or bureau of the county affected by any decision of the Administrator. Such appeal shall be taken within a reasonable time as provided by the rules and by-laws of the Board of Adjustment, with notice of appeal specifying the grounds thereof. The Administrator shall forthwith transmit to the Board of Adjustment all papers constituting the record upon which the action appealed from was taken.

(g) *Stays.* An appeal shall stay all proceedings in furtherance of the action appealed from unless the Administrator shall certify to the Board of Adjustment after

notice of appeal shall have been filed with him, that by reason of facts stated in the affidavit, a stay would cause imminent peril to life and property. In such case, the proceedings shall not be stayed otherwise than by a restraining order which may be granted by a court of record.

- (h) *Powers and duties.* The powers and duties of the Board of Adjustment are identified in 59.694(7) of the Wisconsin State Statutes and in the applicable rules and by-laws as adopted by the County Board. The Board of Adjustment shall have the following general powers:
- (1) Administrative Appeals. To hear and decide appeals where it is alleged that there is error in any order, requirement, decision or determination of the Administrator or Committee in the administration and enforcement of this ordinance.
 - (2) Conditional Use Appeals. To hear and decide requests for conditional use permits as specified in this ordinance.
 - (3) Variances. To authorize, upon appeal in specific cases, such variance from the term of this ordinance as will not be contrary to the public interest where, owing to special conditions, a literal enforcement of the provision of the ordinance will result in unnecessary hardship and so that the spirit of the ordinance shall be observed, public welfare and safety secured and substantial justice done. A variance shall:
 - a. be consistent with the spirit and intent of this ordinance.
 - b. not permit any change in the uses in the established zoning districts.
 - c. not be granted unless it is demonstrated that the variance will not be contrary to the public interest or damaging to the rights of other persons or property values in the area.
 - d. not be granted for actions, which require an amendment to the ordinance.
 - e. not have the effect of allowing a use or structure, which is prohibited under this ordinance unless the BOA determines that no feasible legal use of the property can be made without such variance or strict conformity with the applicable provisions is unnecessarily burdensome and provided that a use variance may not be granted in a floodplain, shoreland-wetland or conservancy district.
 - f. not be granted on the basis of economic gain or loss.
 - g. not be granted for a self-created hardship.

- (i) *Compensation.* The Board of Adjustment shall be paid the same per diem and mileage as authorized for the County Board.

(Code 1980, § 17.48) (Ordinance No. 05-09, 09-09-2009)

Sec. 70-36 Changes and Amendments

- (a) *By County Board of Supervisors.* The County Board of Supervisors may alter, supplement or change the boundaries and regulations contained in this chapter with the procedures prescribed in Wis. Stats. § 59.69(5). Any required legal notice shall be posted per sec. 2-3 of the Chippewa County Code of Ordinances.
- (b) *Petitions by other than a governmental body.* Petition for amendments to the zoning district boundaries may be submitted by the property owner; however, this petition shall be accompanied by a public hearing and rezoning fee, as determined by the County Board, to defray the costs of advertising, investigation and processing.
- (1) Deed Restriction required in or near Agricultural Areas. This deed restriction requirement is created to protect areas where agricultural production is the dominant land use and where a continuation of such use is in the interest of the farm operators and beneficial to the interests of the general public in terms of production of food and environmental quality.
- a. The owner of any land that is rezoned for residential development and is located within 1,320 feet of land zoned agricultural shall be required to have a deed restriction attached stating that the land rezoned is located in or near a pre-existing agricultural area where agricultural uses predominate and are approved by Chippewa County and the owners of said lands understand that they are moving into or near a pre-existing agricultural area with its associated accepted normal agricultural practices, including but not limited to, animal and plant husbandry, broad hours of operation, farm equipment traffic, farming debris on roads, farm equipment lights, odors, dust, smoke, noise, and manure, sludge, chemical, pesticide and herbicide application.
 - b. The deed restriction shall be binding upon the owner, the heirs of the owner and assignees of the owner until cancellation as described in 70-36(b)(1)e below. The deed restriction shall be recorded with the Chippewa County Register of Deeds and shall be recorded in a manner that provides notice of the existence of the restriction by reference to the property where the rezone was approved.
 - c. The deed restriction shall be recorded in the register of deeds

office within 30 days of final county board approval and prior to the issuance of any building or zoning permits for dwelling units to be constructed or erected on said property.

- d. Exemption to the Deed Restriction. If a deed restriction was already required through a division of land or through a different permitting process, the above requirement may be waived by the Committee if such deed restriction meets the purpose and intent as described in 70-36(b)(1) and language similar to 70-36(b)(1)a is already recorded. A copy of such deed restriction shall be presented to the Committee prior to a decision to grant the rezone request.
- e. Cancellation of the Deed Restriction. If the Administrator certifies that the entire lot or parcel is not located within 1,320 feet from an agricultural zoning district the deed restriction may be cancelled by executing and recording a certification letter with reference to the original deed restriction and signed by the Administrator. Such certification shall be recorded with the Chippewa County Register of Deeds and shall be recorded in a manner that provides notice of the cancellation of the restriction by reference to the property where the land was rezoned.

(Code 1980, § 17.50)

Secs. 70-37--70-60. Reserved.

2. That these ordinance amendments shall take effect upon passage and publication of the ordinance amendments to sec. 2-3 of the Chippewa County Code of Ordinances and upon passage and publication of these ordinance amendments.

Forwarded to the County Board by the Planning & Zoning Committee.

AIRPORT ZONING ORDINANCE ADMINISTRATION INTERGOVERNMENTAL COOPERATIVE AGREEMENT

I. PARTIES

This Agreement, authorized by Wis. Stat. § 66.0301, is between Eau Claire County, Wisconsin, a quasi-municipal corporation, located at 721 Oxford Avenue, Eau Claire, Wisconsin 54703, Chippewa County, Wisconsin, a quasi-municipal corporation, located at 711 N. Bridge Street, Chippewa Falls, Wisconsin 54729 and The Village of Lake Hallie, a municipal corporation located at 13136 30th Avenue, Lake Hallie Wisconsin 54729.

II. PURPOSE OF AGREEMENT

The purpose of this Agreement is to have Chippewa County administer Chapter 18.180 of the Eau Claire County Code of Ordinances ("Airport Overlay (A-O) Ordinance") on behalf of Eau Claire County for those portions of the Airport Overlay Ordinance located in the Town of Hallie, Town of Wheaton and the Village of Lake Hallie. All requests for variances or enforcement actions for violations of or compliance with the Airport Overlay Ordinance shall be the responsibility of Eau Claire County.

III. TERM OF AGREEMENT

Services under this Agreement shall commence July 17, 2024 and shall continue through December 31, 2026.

IV. OPTION OF RENEWAL AND TERMINATION

Providing the parties are not in default of the terms hereunder, this Agreement shall automatically renew itself for two-year periods. Each party shall give notice to the other parties in writing of its request to exercise its option to terminate this Agreement at least six (6) months in advance.

V. RETENTION OF FEES

All fees collected for permits issued by Chippewa County for administration of the Airport Overlay Ordinance shall be retained by Chippewa County.

VI. NOTICES

Notices required or deemed advisable under this Agreement shall be placed in writing and delivered personally or by registered or certified mail upon Eau Claire County to: Land Use Manager, Planning & Development Department, 721 Oxford Ave., Eau Claire, WI, 54703, Telephone (715) 839-4743; upon Chippewa County to: Planning & Zoning Director, Department of Planning & Zoning, 711 North Bridge Street, Chippewa Falls, WI 54729, Telephone (715) 726-7940; upon Village of Lake Hallie to: Lake Hallie Clerk/Treasurer, 13136 30th Avenue, Lake Hallie, WI 54729.

VII. MUTUAL INDEMNIFICATION

The parties agree fully to indemnify and hold one another harmless from and against all claims, actions, judgments, costs, and expenses, arising out of damages or injuries to third persons or their property, caused by the fault or negligence of the said party, its agents, or employees, in the performance of this Agreement. The parties shall give each other prompt and reasonable notice of any such claims or actions and the other party shall have the right to investigate, compromise, and defend the same.

Signature: 
Gary L. Spilde (Aug 6, 2024 11:56 CDT)
 Email: gspilde@lakehallie.us

VIII. WAIVER OF BREACHES

No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be cumulative and in addition to any other remedies provided by law.

IX. APPLICABLE LAW

This Agreement shall be governed under the laws of the state of Wisconsin and is made at Eau Claire County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Eau Claire County Circuit Court.

X. SECTION HEADINGS

The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

XI. NON-ASSIGNMENT OF AGREEMENT

The parties agree there shall be no assignment of transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing by both parties.

XII. MODIFICATIONS TO AGREEMENT

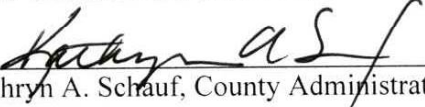
There shall be no modifications to this Agreement, except in writing, signed by both parties.

XIII. INTEGRATION OF AGREEMENT

This Agreement represents the entire agreement between the parties and supersedes all previous agreements, either written or oral and all negotiations as well as any previous agreements presently in effect between the parties relating to the subject matter.

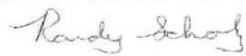
All parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

EAU CLAIRE COUNTY BY:


 Kathryn A. Schauf, County Administrator

8 07/31/2024
 (Date)

CHIPPEWA COUNTY BY:


 Randy Scholz, County Administrator

07/30/2024
 (Date)

VILLAGE OF LAKE HALLIE BY:

Gary L. Spilde
 Gary Spilde, President

Aug 6, 2024
 (Date)

Airport Zoning Ordinance Admin IGA Signed by Chippewa and Eau Claire

Final Audit Report

2024-08-06

Created:	2024-08-06
By:	Yvonne Kuehn (yvonne.kuehn@eauclairecounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy7Z_W58vWcFHV_jgD6QzqG-jGW629h12

"Airport Zoning Ordinance Admin IGA Signed by Chippewa and Eau Claire" History

-  Document created by Yvonne Kuehn (yvonne.kuehn@eauclairecounty.gov)
2024-08-06 - 4:29:56 PM GMT
-  Document emailed to gspilde@lakehallie.us for signature
2024-08-06 - 4:30:39 PM GMT
-  Email viewed by gspilde@lakehallie.us
2024-08-06 - 4:54:51 PM GMT
-  Signer gspilde@lakehallie.us entered name at signing as Gary L. Spilde
2024-08-06 - 4:56:42 PM GMT
-  Document e-signed by Gary L. Spilde (gspilde@lakehallie.us)
Signature Date: 2024-08-06 - 4:56:44 PM GMT - Time Source: server
-  Agreement completed.
2024-08-06 - 4:56:44 PM GMT

STATEMENT OF EXPLANATION
WHEATON WILDFLOWERS COUNTY PLAT - PRELIMINARY & FINAL PLAT
REVIEW - TOWN OF WHEATON

Chippewa County Land Division Ordinance:

38-5(a)(3): County Plat: Any land division that creates at least five (5) or more lots, parcels, tracts or remnants which are less than an equal half division of a quarter-quarter section within a five (5) year period requires the submittal to the county of a county plat for review and approval. A county plat cannot contain more than four (4) lots, parcels, tracts or remnants less than one-and-one-half (1 ½) acres in size.

38-37(c): Preliminary Plat Approval. After the committee has reviewed the preliminary plat, the report of the Planning and Zoning Administrator, any municipal recommendations, any technical staff reports and exhibits; the committee shall approve conditionally approve, or disapprove the preliminary plat within 45 days from the official submission date.

38-38(d): Final plat approval. After the committee has reviewed the final plat along with the report of the Planning and Zoning Administrator, any municipal recommendations, any technical staff reports and exhibits; the committee shall approve, conditionally approve, or disapprove the final plat within 45 days from the official submission date.



Real Land Surveying
1356 International Drive
Eau Claire, WI 54701
(715) 514-4116

07/18/2024

Preliminary Plat of Wheaton Wildflowers

This 75-acre site is located on the east side of 20th Street, approximately 0.35 mile north of US Highway 12. The historic and current use of this land is and has been agricultural. There is a Magellan underground gas easement along the north side of this subdivision. Also, a wetland delineation was performed to determine the wetland boundaries on-site.

This subdivision plat comprises of 10 total residential lots and one outlier. The 10 residential lots have an average lot size is 5.27 acres. The intention of the owner is to sell lots 1-10 to third parties and allow them to work with any builder they desire. Outlot 1 will remain with the developer to act as a buffer between his current residence at 1377 20th Street and the development.

The future land use map of the Town of Wheaton current *Comprehensive Plan* does not show this specific parcel. The *Plan* does go onto say that since most of Wheaton is zoned Agriculture, which allows single-family residential development, specific future residential areas were not identified.

All lots will have their own private well and septic system. Preliminary soil tests have been performed on site to ensure adequate soils for each lot's septic system. Also, all lots will have their driveways onto the new Town roads.

There is +/- 3,200 liner feet of proposed town road in this development. There will be permanent cul-de-sac at the end of the north/south road (referred to as *Public Street*) and the east/west road will continue easterly to the adjoining lot line for future connectivity. There is not one shown, but a temporary cul-de-sac will be on the *Public Road* somewhere between lots 4 and 5 (the final plat and final engineering plans will show the exact location.)

There are two separate stormwater facilities for this development. The stormwater will be conveyed to the respective facility, via culverts, ditches, and swales. Covenants (that are being developed by the owner) will provide the required actions and restrictions that each landowner must adhere to, as it pertains to the stormwater easement and its facilities.

Jeremy Skaw, P.L.S.

Field Supervisor

715.514.4116 Office
715.895.8211 Direct
715.225.4572 Mobile

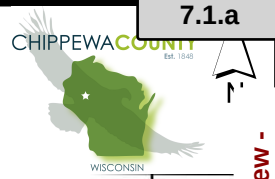
www.rlswi.com

Attachment: 24137 Wheaton Wildflowers Prelim Plat Materials (8515 : Preliminary & Final Plat Review - Wheaton Wildflowers)

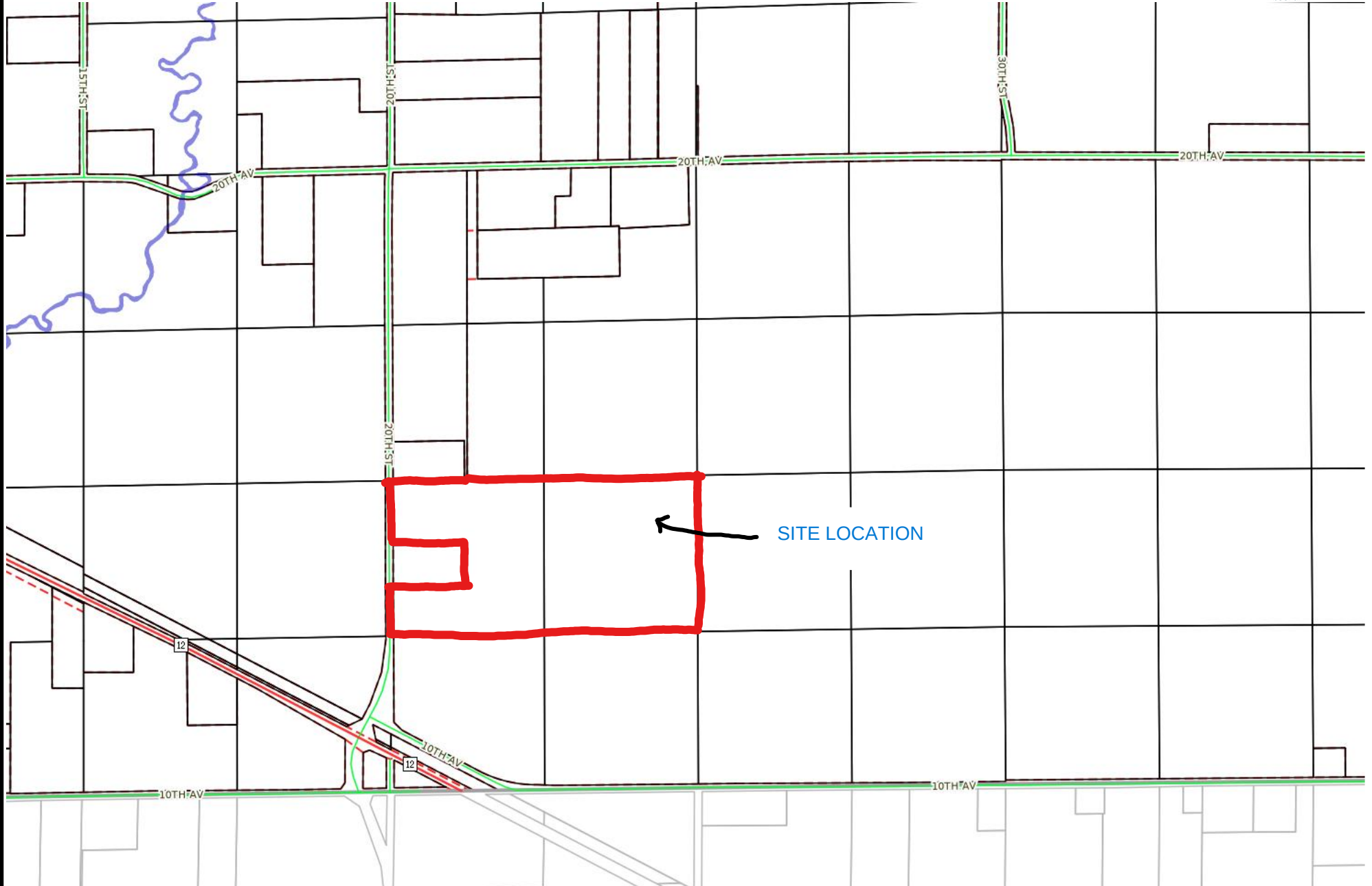
Map

Printed 07/18/2024

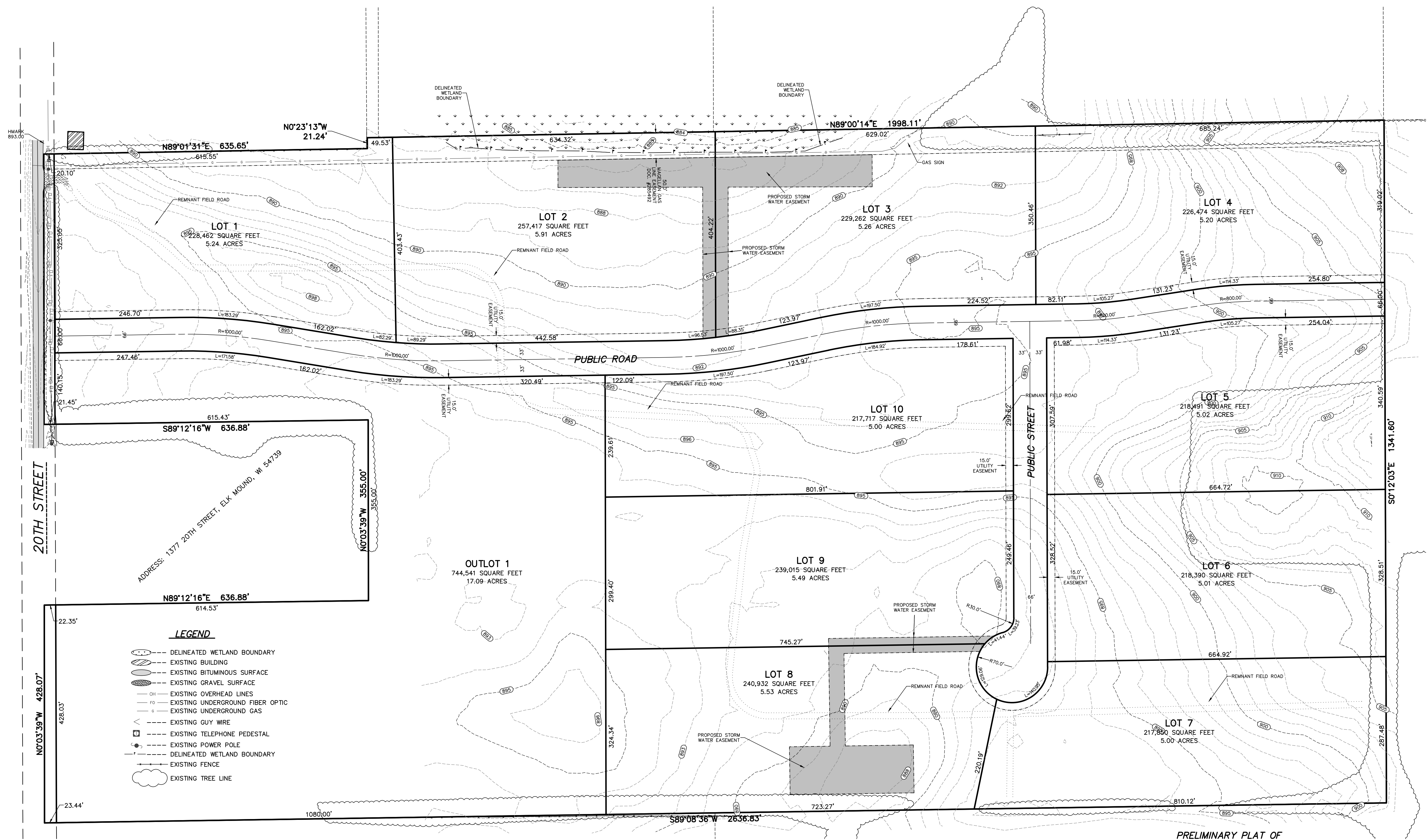
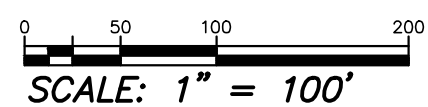
Scale = 1:1124'



7.1.a



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

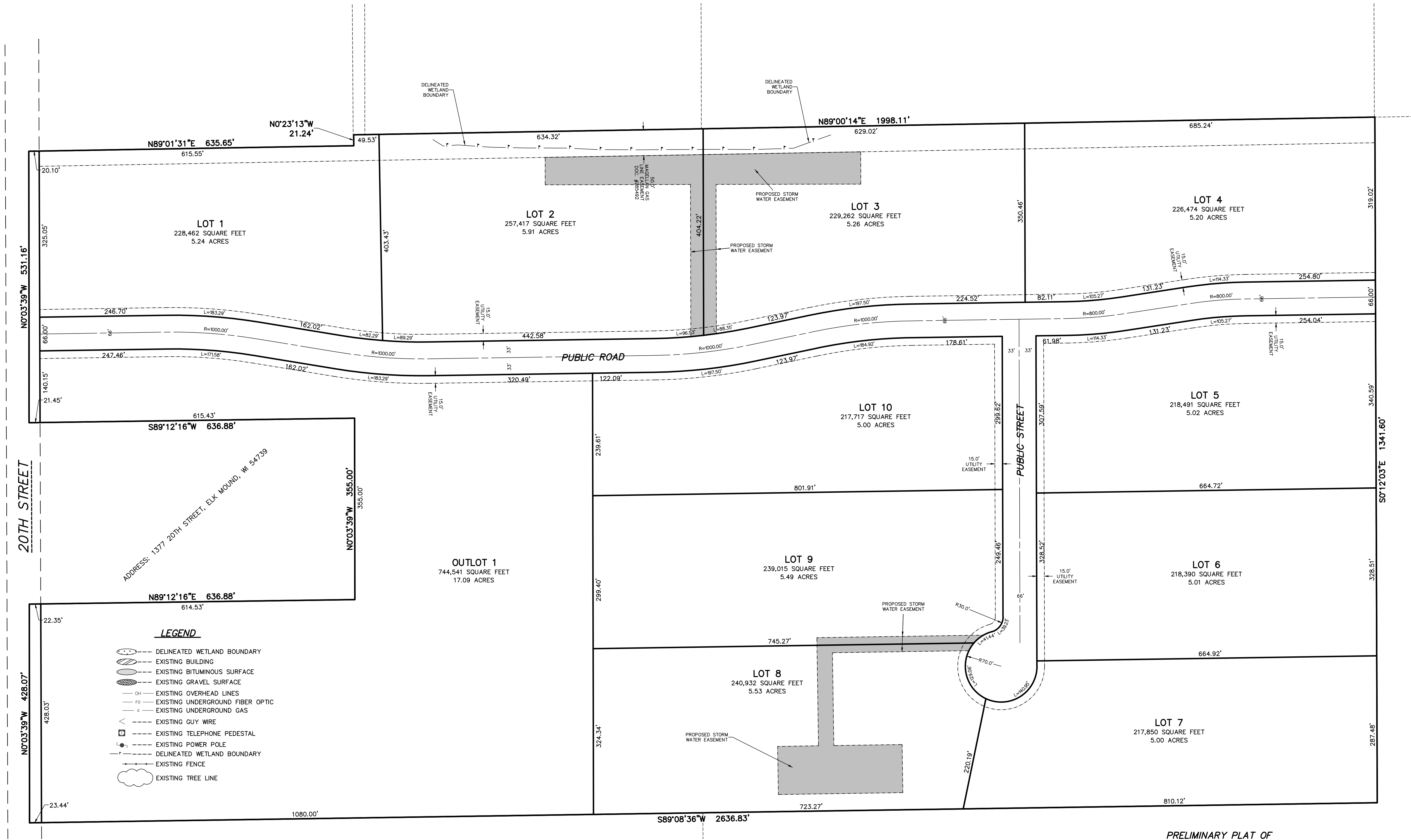
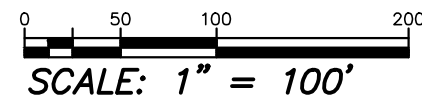


ADDRESS: 1377 20TH STREET, ELK MOUND, WI 54759

LEGEND

- DELINEATED WETLAND BOUNDARY
- EXISTING BUILDING
- EXISTING BITUMINOUS SURFACE
- EXISTING GRAVEL SURFACE
- OH --- EXISTING OVERHEAD LINES
- FO --- EXISTING UNDERGROUND FIBER OPTIC
- g --- EXISTING UNDERGROUND GAS
- EXISTING GUY WIRE
- --- EXISTING TELEPHONE PEDESTAL
- --- EXISTING POWER POLE
- DELINEATED WETLAND BOUNDARY
- EXISTING FENCE
- EXISTING TREE LINE

PRELIMINARY PLAT OF
WHEATON WILDFLOWERS
LOCATED IN THE NORTHWEST ¼-SOUTHWEST ¼
AND THE NORTHEAST ¼-SOUTHWEST ¼,
SECTION 32, TOWNSHIP 28 NORTH, RANGE 10 WEST,
TOWN OF WHEATON, CHIPPEWA COUNTY, WISCONSIN



PRELIMINARY PLAT OF
WHEATON WILDFLOWERS
LOCATED IN THE NORTHWEST $\frac{1}{4}$ -SOUTHWEST $\frac{1}{4}$
AND THE NORTHEAST $\frac{1}{4}$ -SOUTHWEST $\frac{1}{4}$,
SECTION 32, TOWNSHIP 28 NORTH, RANGE 10 WEST,
TOWN OF WHEATON, CHIPPEWA COUNTY, WISCONSIN

PREPARED BY REAL LAND SURVEYING
CADD No. 24137 PRELIM PLAT

REVISION DATE: 07/18/2024

Attachment: 24137 Wheaton Wildflowers Prelim Plat Materials (8515 : Preliminary & Final Plat Review - Wheaton Wildflowers)

**STATEMENT OF EXPLANATION
FRAZER III PLAT - PRELIMINARY & FINAL PLAT REVIEW - TOWN OF
LAFAYETTE**

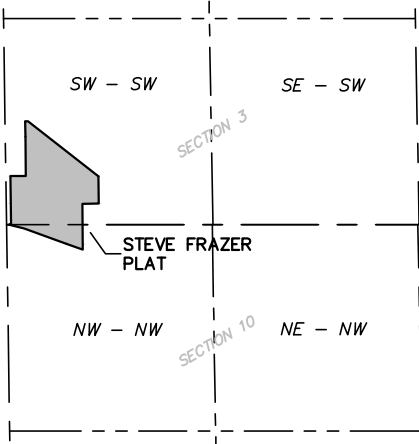
Chippewa County Land Division Ordinance:

38-5(a)(4): State Plat: State Plat: Any land division that creates five (5) or more lots, parcels, tracts or remnants, which are less than one-and-one-half (1 ½) each within a five-year period, requires the submittal to the county of a state plat for review and approval.

38-37(c): Preliminary Plat Approval. After the committee has reviewed the preliminary plat, the report of the Planning and Zoning Administrator, any municipal recommendations, any technical staff reports and exhibits; the committee shall approve conditionally approve, or disapprove the preliminary plat within 45 days from the official submission date.

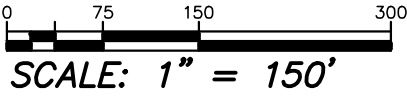
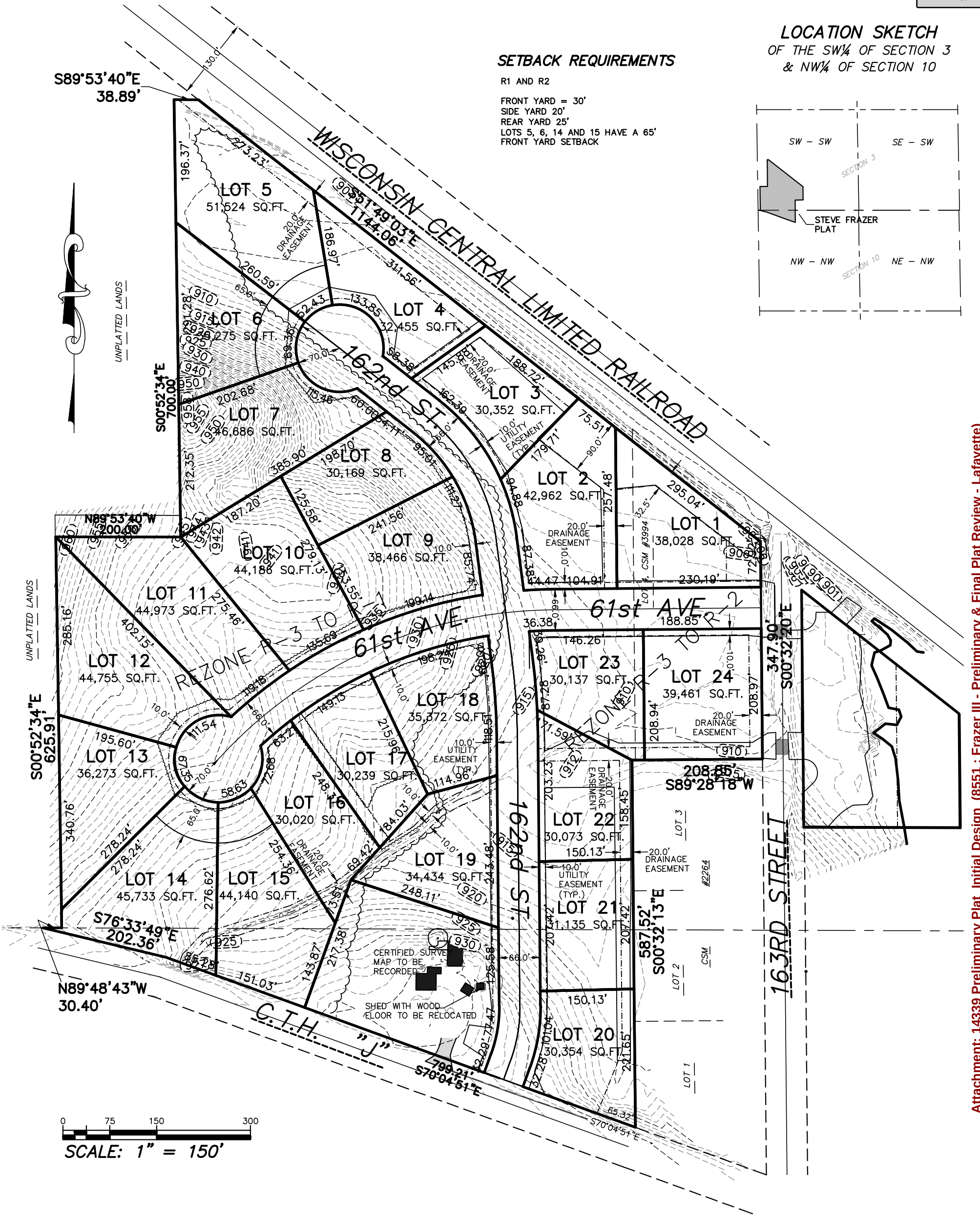
38-38(d): Final plat approval. After the committee has reviewed the final plat along with the report of the Planning and Zoning Administrator, any municipal recommendations, any technical staff reports and exhibits; the committee shall approve, conditionally approve, or disapprove the final plat within 45 days from the official submission date.

LOCATION SKETCH
OF THE SW¼ OF SECTION 3
& NW¼ OF SECTION 10



SETBACK REQUIREMENTS

R1 AND R2
FRONT YARD = 30'
SIDE YARD 20'
REAR YARD 25'
LOTS 5, 6, 14 AND 15 HAVE A 65'
FRONT YARD SETBACK



PRELIMINARY
STEVE FRAZER PLAT

IN THE SW¼-SW¼ SECTION 3, T28N, R8W,
AND THE NW¼-NW¼ SECTION 10, T28N, R8W
TOWN OF LAFAYETTE,
CHIPPewa COUNTY, WISCONSIN

PREPARED BY REAL LAND SURVEYING
CADD No. 14339PLAT
REVISED 3/10/15

Attachment: 14339 Preliminary Plat_Initial Design (8551 : Frazer III - Preliminary & Final Plat Review - Lafayette)

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration



SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:

THAT I HAVE SURVEYED, DIVIDED AND MAPPED THE PLAT OF FRAZER PLAT III LOCATED IN THE SW 1/4 OF THE SW 1/4, SECTION 3, TOWNSHIP 28 NORTH, RANGE 8 WEST, TOWN OF LAFAYETTE, CHIPPEWA COUNTY, WISCONSIN, BEING ALL OF OUTLOT 2 OF FRAZER PLAT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- BEING ALL OF OUTLOT 2 OF FRAZER PLAT

THAT I HAVE SURVEYED, DIVIDED AND MAPPED SAID PLAT BY THE DIRECTION OF STEVEN L. FRAZER, OWNER OF SAID LAND.
THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.
THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE TOWN OF LAFAYETTE IN SURVEYING, DIVIDING AND MAPPING THE SAME.

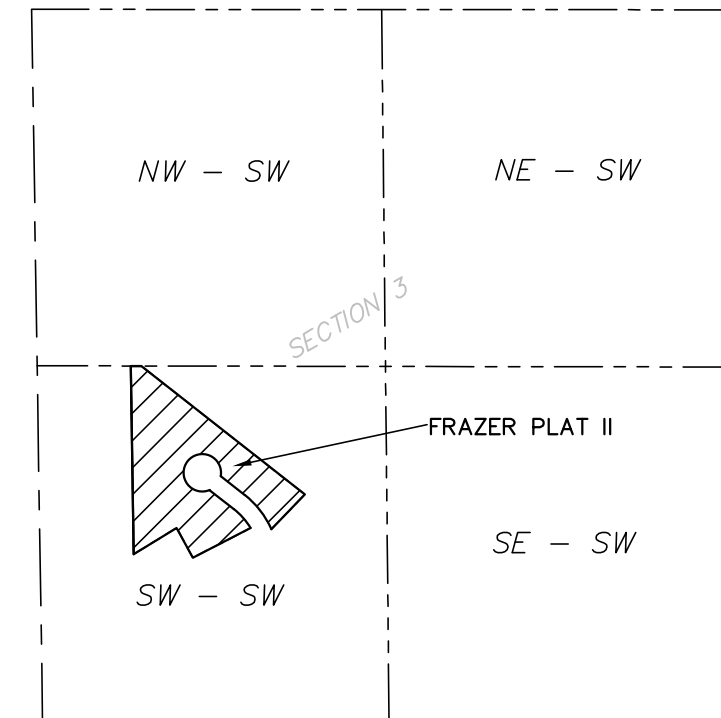
DATED THIS _____ DAY OF _____, 2024

PETER J. GARTMANN, P.L.S. No. 2279

SURVEYOR'S NOTE:
OUTLOT 1 IS TO BE RETAINED BY AN ADJACENT LAND OWNER

LOCATION SKETCH

SW 1/4, SEC. 3
T28N, R8W



NOT TO SCALE

SURVEYOR'S NOTE:

1. ALL EASEMENTS SHOWN HEREON ARE EXISTING PER FRAZER PLAT

ABBREVIATIONS:
ALUM. - ALUMINUM
B.C. - BRONZE CAP
COR. - CORNER
CSM# - CERTIFIED SURVEY MAP NUMBER
DOC.# - DOCUMENT NUMBER
E - EAST
FND. - FOUND
LBS/LF - POUNDS PER LINEAR FOOT
MON. - MONUMENT
N - NORTH
NE - NORTHEAST
NW - NORTHWEST
O.D. - OUTSIDE DIAMETER
P.L.S. - PROFESSIONAL LAND SURVEYOR
R/W - RIGHT OF WAY
R#W - RANGE # WEST
S - SOUTH
SE - SOUTHEAST
SEC. - SECTION
SQ.FT. - SQUARE FEET
SW - SOUTHWEST
T#N# - TOWNSHIP ## NORTH
V.# - VOLUME #
P. - PAGE #
U.S.H. - UNITED STATES HIGHWAY
W. - WEST

LEGEND

- - FND. 1" O.D. IRON PIPE
- - FND. 1 1/4" X 18" REBAR
- - SET 1" OD X 18" IRON PIPE WEIGHING 1.13 LBS/LF AT ALL OTHER LOT CORNERS

1200 FOOT SETBACK LINE LANDFILL

FRAZER PLAT

61st AVE.

PREPARED BY REAL LAND SURVEYING
CADD No. 24050 FRAZER PLAT III

FRAZER PLAT III
IN THE SW 1/4-SW 1/4, SECTION 3, T28N, R8W,
TOWN OF LAFAYETTE, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF OUTLOT 2 OF FRAZER PLAT

SHEET 1 OF 2 SHEETS

OWNER'S CERTIFICATE OF DEDICATION:

AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED ON THIS PLAT TO BE SURVEYED, DIVIDED, MAPPED AND DEDICATED AS REPRESENTED BY THIS PLAT. I ALSO CERTIFY THAT THIS PLAT IS REQUIRED BY S.236.10 OR S.236.12 TO BE SUBMITTED TO THE FOLLOWING FOR APPROVAL OR OBJECTION:

----TOWN OF LAFAYETTE

----CHIPPEWA COUNTY

----CITY OF CHIPPEWA FALLS

----DEPARTMENT OF ADMINISTRATION

WITNESS THE HAND AND SEAL OF SAID OWNER THIS ____ DAY OF _____, 2024

STEVEN L. FRAZER

STATE OF WISCONSIN
COUNTY OF _____ §

PERSONALLY CAME BEFORE ME THIS ____ DAY OF _____, 2024, THE ABOVE NAMED STEVEN L. FRAZER, TO ME KNOWN TO BE THE PERSON(S) WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

TOWN BOARD RESOLUTION:

RESOLVED THAT THIS THE PLAT OF FRAZER PLAT III, IN THE TOWN OF LAFAYETTE, IS HEREBY, APPROVED BY THE TOWN BOARD OF THE TOWN OF LAFAYETTE, CHIPPEWA COUNTY, WISCONSIN.

DATE APPROVED: _____

(SIGNATURE) _____ DATE: _____
DAVE STABER, TOWN CHAIRMAN

I, HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE TOWN BOARD OF THE TOWN OF LAFAYETTE, CHIPPEWA COUNTY, WISCONSIN.

(SIGNATURE) _____
SANDRA, HARVEY, TOWN CLERK

CHIPPEWA COUNTY RESOLUTION:

RESOLVED THAT THIS THE PLAT OF FRAZER PLAT III IN THE TOWN OF LAFAYETTE, STEVEN L. FRAZER, OWNER, IS HEREBY APPROVED BY THE CHIPPEWA COUNTY PLANNING AND ZONING COMMITTEE.

DATE APPROVED: _____ (PRINT NAME): _____

(SIGNATURE) _____ DATE: _____

(TITLE) _____

I, HEREBY, CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE CHIPPEWA COUNTY PLANNING AND ZONING COMMITTEE OF CHIPPEWA COUNTY, WISCONSIN.

(SIGNATURE) _____
SANDI FRION, COUNTY CLERK

CITY OF CHIPPEWA FALLS RESOLUTION:

RESOLVED THAT THIS THE PLAT OF FRAZER PLAT III IN THE TOWN OF LAFAYETTE, STEVEN L. FRAZER, OWNER, IS HEREBY APPROVED BY THE COMMON COUNCIL.

DATE APPROVED: _____ (PRINT NAME): _____

(SIGNATURE) _____ DATE: _____

(TITLE) _____

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

(SIGNATURE) _____
BRIDGET GIVENS, CITY CLERK

CERTIFICATE OF TOWN TREASURER:

STATE OF WISCONSIN
COUNTY OF CHIPPEWA §

I, LORI HANSON, BEING THE DULY APPOINTED, ACTING AND QUALIFIED TREASURER OF THE TOWN OF LAFAYETTE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS THE ____ DAY OF _____, 2024, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF FRAZER PLAT III IN THE TOWN OF LAFAYETTE.

(SIGNATURE): _____ DATE: _____
LORI HANSON, TOWN TREASURER

CERTIFICATE OF COUNTY TREASURER:

STATE OF WISCONSIN
COUNTY OF CHIPPEWA §

I, PATRICIA SCHIMMEL, BEING THE DULY ELECTED, ACTING AND QUALIFIED TREASURER OF THE COUNTY OF CHIPPEWA, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE SHOW NO UNREDEEMED TAX SALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS OF THIS ____ DAY _____, 2024, ON ANY OF THE LANDS INCLUDED IN THE PLAT OF FRAZER PLAT III.

(SIGNATURE): _____ DATE: _____
PATRICIA SCHIMMEL, COUNTY TREASURER

UTILITY EASEMENT PROVISIONS:

AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY

STEVEN L. FRAZER, GRANTOR TO
XCEL ENERGY COMPANY, GRANTEE
AT&T, A WISCONSIN CORPORATION, GRANTEE
CHARTER COMMUNICATIONS, GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV AND INTERNET FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT" TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLE REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES, NO FACILITY, PEDESTAL, CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND ELECTRIC FACILITIES OR COMMUNICATION FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

CONSENT OF CORPORATE MORTGAGEE:

, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, MORTGAGEE OF THE ABOVE DESCRIBED LAND, DOES HEREBY CONSENT TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATION OF THE LAND DESCRIBED ON THIS THE PLAT OF FRAZER PLAT III AND DOES HEREBY CONSENT TO THE ABOVE CERTIFICATE STEVEN L. FRAZER, OWNERS OF SAID LAND.

IN WITNESS THEREOF, THE SAID _____ HAS CAUSED THESE PRESENTS TO BE SIGNED BY,

(PRINT NAME) _____ AND (PRINT NAME) _____
AT _____, WISCONSIN AND ITS CORPORATE SEAL TO BE HEREIN AFFIXED THIS ____ DAY OF _____, 2024

(SIGNATURE) _____ (SIGNATURE) _____

(title) _____ (title) _____

STATE OF _____
COUNTY OF _____ §

PERSONALLY APPEARED BEFORE ME THIS ____ DAY OF _____, 2024, THE ABOVE NAMED

(PRINT NAME) _____ AND (PRINT NAME) _____ TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THE SAME TO BE THEIR OWN FREE ACT AND DEED.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

FRAZER PLAT III

*IN THE SW¼-SW¼, SECTION 3, T28N, R8W,
TOWN OF LAFAYETTE, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF OUTLOT 2 OF FRAZER PLAT*

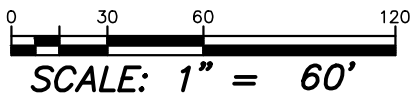
PREPARED BY REAL LAND SURVEYING
CADD No. 24050 FRAZER PLAT III

There are no objections to this plat with respect to
Secs. 236.15; 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration





**Agreement Between
Chippewa County
and the
West Central Wisconsin Regional Planning Commission
for the Update to the Chippewa County Comprehensive Plan**

I. Introduction

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and Chippewa County, Wisconsin (hereinafter referred to as the County).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical planning assistance to local governments and/or private entities; and

WHEREAS, the County desires to update the *Chippewa County Comprehensive Plan*, adopted July 20, 2010, in a manner that meets the requirements of Wis. Stats. §66.1001; and

WHEREAS, the County would also like to incorporate an update to the County Farmland Preservation Plan into the updated County Comprehensive Plan; and

WHEREAS, the Commission has assisted counties and local municipalities in the region with the creation and updates of comprehensive plans and farmland preservation plans; and

WHEREAS, the County has determined that, in order to update the *Chippewa County Comprehensive Plan* in an efficient, economical, and effective manner, it is necessary to procure the assistance of professional planners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

II. Scope of Services to be Performed by the Commission

The Commission, in cooperation with the County, will provide those services described in Attachment A, dated July 1, 2024, including:

- A. Update the *Chippewa County Comprehensive Plan*, to include all standard content and meet the minimum requirements of Wis. Stats. §66.1001 as well as update and incorporate the *Chippewa County Farmland Preservation Plan*. The plan update will include all items identified in Attachment A Scope of Work, excluding those items identified as optional. At the request of the County and by written, mutual agreement between the Commission and County, the Commission may conduct one or more of those optional activities described on page 6 of Attachment A.
- B. The Commission will provide the County with a copy of the final updated plan in PDF format along with one printed copy.
- C. The Commission's role is limited to the update of the *Chippewa County Comprehensive Plan*, including an update to the *Chippewa County Farmland Preservation Plan*, as described in Attachment A. The Commission will assist the County in preparation of the public participation plan, public hearing notice, Plan Commission resolution, and County Board adopting ordinance as part of the required plan approval process. The Commission is not responsible for other ordinance development, additional public engagement activities, or developing detailed studies outside the planning scope and not specified in Attachment A.

III. Responsibilities of the County

The County agrees to perform the following services and to assume the following responsibilities with respect to this agreement:

- A. Those County responsibilities required to complete the activities described in Attachment A, including all communication with the Plan Committee, County Board, other County committees and County staff; provide materials and complete “homework” as described in Attachment A; review plan sections and identify proposed changes; required public noticing; required meeting minutes, conduct the public hearing; and any copying and distribution of the final draft and adopted comprehensive plan documents.

IV. Time Schedule

- A. The aforementioned services and items of work shall be performed during the period beginning September 15, 2024, and ending May 1, 2026, unless such period is amended by mutual agreement between the parties to this agreement. The Commission will adhere to the project schedule in Attachment A to the extent reasonably possible, though the actual schedule and timeline for completion can be influenced by factors outside the Commission’s control.
- B. The Commission and the County shall reserve the right to cancel this agreement upon thirty (30) days written notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

V. Financial Payments

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided at a cost not to exceed \$76,000, excluding any optional items, in response to billing(s) submitted by the Commission or as agreed to by the County and Commission.
- B. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the County and its staff.
- C. In the event that the County decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the County only for work completed.

VI. Title VI Non-Discrimination

During the performance of this contract, the contractor assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission’s services will also be performed in accordance with the *West Central Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted September 11, 2014, and as amended November 9, 2023.

VII. Miscellaneous Provisions

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the County.

- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the County.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the County.
- D. The Commission shall furnish full worker's compensation coverage for all Commission employees.
- E. In the event a dispute arises regarding the performance of a party under this agreement, the parties shall meet and attempt to resolve the dispute. If the parties are unable to resolve the dispute, either party may immediately terminate this agreement. The County shall pay the Commission for any work performed up to the time of termination.
- F. The County and the Commission certify that no payment of money or any form of consideration has been offered to or given to a County employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Scott Allen, Executive Director, and all communication pertaining hereto to the County shall be made to Doug Clary, Chippewa County Director of Planning & Zoning.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Chippewa County and the West Central Wisconsin Regional Planning Commission execute this agreement.

Chippewa County

Date

Attachment: Chippewa County_CompPlanUpdate_Agreement-Scope (8510 : Comp Plan Update - Contract Review)

SIGNATURE PAGE

IN WITNESS WHEREOF, Chippewa County and the West Central Wisconsin Regional Planning Commission execute this agreement.

**West Central Wisconsin Regional
Planning Commission**

John Frank, Chair

Date

Joe Waichulis, Jr., Secretary/Treasurer

Date

ATTACHMENT A

Chippewa County Comprehensive Plan & Farmland Preservation Plan Update

Scope of Work

7/1/2024

Project Overview

- This scope of work may be modified by mutual agreement of Chippewa County and the West Central Wisconsin Regional Planning Commission (WCWRPC).
- WCWRPC understands that Chippewa County desires to update the County's Comprehensive Plan adopted in 2010. As necessitated by State statute, the County would also like to incorporate an update to the County Farmland Preservation Plan.
- The following process would result in a comprehensive plan for the County that includes, but not significantly exceeds, the minimum essential requirements of Wis. Stats. §66.1001. The plan will also incorporate the requirement elements for a Farmland Preservation Plan under Wis. Stats. §91.10.
- The plan will ensure that the data, maps, and programs included in the plan are up-to-date and that the vision, goals, objectives, and policies/strategies reflect the current desires and direction of the communities.
- According to State statutes, the Plan Commission is responsible for creating, amending, and updating a community's comprehensive plan. This scope of work assumes that the County's Planning & Zoning (P&Z) Committee will serve as the Comprehensive Plan Oversight Committee.
- WCWRPC will prepare items for meeting agendas along with promotional materials for special gatherings and surveys. The County will be responsible for reserving meeting rooms, posting all agendas, preparing and posting meeting minutes, and assisting with other coordination items that are typical for County meetings. The County will also be responsible for submitting, and cost of, the public hearing notice; WCWRPC will prepare the notice.
- A 16- to 18-month planning process is proposed with an October/November start date.
- In addition to open meetings and one public hearing, as required by WI Statutes, public input will also be obtained through the following methods:
 - Online community/public opinion survey
 - Mailed farmland owner survey
 - City, Village, & Town survey
 - 6 focus groups
 - 6-8 Zoned Town meetings
 - 1 County Towns Association presentation
 - Optional regional community meetings
 - Optional open house

Attachment: Chippewa County_CompPlanUpdate_Agreement-Scope (8510 : Comp Plan Update - Contract Review)

Project Schedule & Approach

Month 1-2 Pre-Planning Activities:

Project Kickoff Meeting with County Planner

- WCWRPC project lead meets with County Planner, or designee(s), to discuss the logistics for meetings, etc.

WCWRPC to prepare County Comprehensive Plan Snapshot & draft Existing Land Use Maps

- WCWRPC to prepare 2-4 page County Comprehensive Plan fact sheet that includes an overview of comprehensive planning, and the update process, as well as a county profile/data snapshot on important demographics, economics, housing, and land use conditions and trends.
- WCWRPC to prepare draft existing land use maps for Towns within the County. Land Use Maps, existing and future, will not be prepared for Cities and Villages.
- Collect & review existing plans that may be pertinent to the planning effort.

County Planner Homework

- Review draft Existing Land Use Map and provide edits
- Complete inventory assessment worksheet¹ and provide existing data & maps (or GIS/CAD files)
- Identify any specific partners (e.g. County EDC) that we should engage during the planning process
- Work with WCWRPC to identify initial focus group members
- Provide copy (electronic or hardcopy) of any Town plans, Strategic Plan(s)
- Provide any additional pictures, graphics, maps, studies, or materials that may be helpful

County Board adopts public participation procedures via Resolution

- WCWRPC provides the County with draft public participation procedures and resolution.

Note: This proposed planning process includes the statutorily-required notifications for all meetings, public hearing, and an online public survey, as means of inviting public participation.

WCWRPC recommends that all meetings (in-person or remote) be open to the public and WCWRPC welcomes public input and participation during these meetings. The methods of public noticing and public participation for these meetings is at the discretion of the County and in accordance with applicable State rules.

Month 2 MEETING #1- Plan Committee and WCWRPC (2.5 hours)

- Review "What is a comprehensive plan?", FAQs, the Committee's role, and the project scope
- Discuss key demographic, housing, economic, and land use trends (from fact sheet)
- Issues and opportunities exercise
- Discuss draft questions for community survey

WCWRPC to prepare promotional flyer & survey instruments for public engagement opportunities

- Prepare promotional flyer for online community survey & farmland owner survey
- If included in scope, prepare promotional flyer for regional public meetings

¹ The Inventory Assessment Worksheet requests data and information that will be useful to the WCWRPC throughout the planning process, such as identifying existing County plans or ordinances, capacities and needs at County facilities, housing and sanitary permit data, County Capital Improvement Plan(s), and providing specific GIS data as available.

- Month 2-4 Chippewa County District Quarterly Towns Association Meeting Presentation and Issues & Opportunities Exercise**
- Attend and present at the Chippewa County District Quarterly Towns Association meeting to provide overview of the comprehensive planning project.
 - Obtain input on issues/opportunities as well as vision for the plan update.
 - Provide copies of promotional flyers and ask for assistance in promoting public engagement.
 - Recruit attendees to join focus groups and participate throughout the planning process.
- Month 2-4 Online Community Survey**
- An online survey will be conducted to get public input on various topics. The survey will be drafted with guidance from the Plan Committee during Meeting #1. Results will be used to inform the focus groups on issues and opportunities to address in the plan.
- Month 3-4 Mailed City, Village, and Town Survey (and Draft Existing Land Use Map for Comment for Towns)**
- A survey (and for towns, draft existing land use map), will be mailed to each City, Village and Town Clerk within the County. It is expected that one survey will be completed per community. City/village surveys will likely differ slightly from town surveys. The survey will help to gather feedback on issues/opportunities related to their specific community along with potential growth areas.
- Month 3-4 Mailed Farmland Owner Survey**
- A hardcopy survey will be mailed to Farmland owners with 30+ acres in unincorporated areas of the County. The survey results will help inform the Farmland Preservation Plan update and other elements of the Plan.
- Month 4-5 MEETING #2 – Plan Committee and WCWRPC (2.5-3 hours)**
- Review & discuss survey results
 - Visioning exercise
 - Select Focus Group Assignments and coordination
 - Finalize Existing Land Use Map
- Months 6-7 Focus Group Meetings (6 focus groups, 2 hours each, 7 meetings total)**
- There will be a total of 6 focus groups:
1. Housing
 2. Water
 3. Economic Development
 4. Agriculture (2 meetings)
 5. Land use regulations
 6. TBD by Plan Committee (informed by survey results)
- Each focus group will meet once to provide direction on the specific topic. The Agricultural Focus Group will be the primary group to guide the update to the Farmland Preservation Plan update and will meet twice: (i) The first meeting will be used to provide Farmland Owner survey results, discuss the Land Evaluation Site Assessment (LESA) model, and obtain feedback/direction on changes to the model. (ii) The second meeting will be used to finalize a recommended farmland preservation map.

- Month 6-7 Project Check-In Meeting with County Planner**
 - WCWRPC project lead meets with County Planner, or designee(s), to check-in on project progress and discuss any project concerns.
- Month 6-7 MEETING #3- Plan Committee and WCWRPC (2.5-3 hours)**
 - Begin review of plan elements – Transportation and Utilities and Community Facilities
- Month 7-8 MEETING #4- Plan Committee and WCWRPC (2.5-3 hours)**
 - Continue review of plan elements – Agricultural, Natural, and Cultural Resources
- Month 8-9 MEETING #5 – Plan Committee and WCWRPC (2.5-3 hours)**
 - Continue review of initial draft plan elements – Economic Development & Housing – bring in information from the Housing and Economic Development Focus Groups
- Month 9-10 MEETING #6 – Plan Committee and WCWRPC (2.5-3 hours)**
 - Discuss Intergovernmental Cooperation element
 - Continue review of plan elements – Land Use Meeting 1
 - Identify and discuss any special growth areas
 - Discuss Preferred Future Land Use Map
- Month 9-10 1-on-1 Meetings with Zoned Towns**
 - Meet with each Zoned Town, and any Town in the County considering zoning, to discuss the following:
 - Land Use Trends & survey results for their community (general public, farmland owners)
 - Draft Plan Recommendations
 - Draft Preferred Future Land Use Map
 - Mail draft plan recommendations and preferred future land use map to unzoned Towns with opportunity for review and comment
- Month 10-12 Project Check-In Meeting with County Planner**
 - WCWRPC project lead meets with County Planner, or designee, to discuss check-in on project progress and discuss any project concerns.
- Month 11-12 WCWRPC will complete the working draft Plan**
 - The working draft will not be 100% complete and may include some remaining discussion items.
 - The working draft will be distributed to the Plan Committee.
 - The Plan Committee will be asked to review the draft plan and come prepared to discuss at Meeting 8.
- Month 12-13 MEETING #7 – Plan Committee and WCWRPC (2.5-3 hours)**
 - Provide information from meetings with Zoned Towns
 - Review and discuss comments received at the Open House (if included in scope)
 - Discuss Implementation Element
 - Review the draft plan and address any remaining questions
 - The Plan Committee may meet additional times without WCWRPC to discuss the working draft plan
- Month 12-14 Public Hearing Draft Plan Completed & Distributed**
 - WCWRPC provides County Planning Staff with Public Hearing Draft Plan and draft adopting documents (Resolution and Ordinance).
 - County may conduct additional review of the draft and request changes from WCWRPC.

- County Planning Staff to distribute the Public Hearing Draft Plan to the Plan Committee, County Board, library, and any other designated locations.
- County Planning Staff will also ensure a copy of the Public Hearing Draft Plan is available at the County Planning Offices for review during regular office hours and on the County website.

Month 14-16 Public Hearing Notice & Notifications

- WCWRPC will provide draft public hearing notice to County for publication and posting a minimum of 30 days in advance of the public hearing.
- WCWRPC will notify communities and adjacent/overlapping jurisdictions of the public hearing
- County Planning Staff to provide names and addresses of any individuals with non-metallic mining interests to WCWRPC.
- At least 30 days in advance of the public hearing, WCWRPC will send notice of the public hearing to those with non-metallic mining interests as identified by the County.

Month 15-17 Public Hearing and Plan Adoption

- If desired by the County, WCWRPC staff will present highlights from the planning effort at the public hearing.
- Planning & Zoning Committee and/or County Board conducts Public Hearing on draft ordinance.
- Planning & Zoning Committee adopts resolution to recommend adoption of the plan.
- County Board responds to any public written comments on the plan.
- County Board adopts the plan by ordinance.

Month 16-18 Post Adoption Items

- WCWRPC integrates the ordinance and resolution into the plan and provides the adopted plan to the County in PDF format, two printed copies of adopted plan along with one printed 24x36 full-color preferred future land use map.
- WCWRPC will distribute an electronic PDF of the adopted plan along with one printed 24x36 full-color preferred future land use map to all zoned towns within the County.
- WCWRPC will distribute an electronic PDF of the adopted plan to all cities, villages, and unzoned towns within the County.

Other Logistics

- The timeline will be adjusted as needed to accommodate any unanticipated delays.
- This scope of work is to update Chippewa County's Comprehensive Plan and incorporate an update of the County Farmland Preservation Plan. The project scope does not include feasibility analysis or site-specific studies, but may identify related issues, potential priorities, and related recommendations.
- While existing County or local regulations will be reviewed and potential changes discussed, new ordinance development, model ordinances, and updates to existing regulations and the zoning map are not included as part of the project scope.
- The County may conduct additional meetings, work groups, research, and other activities in support of the plan update, then compile this information for use by WCWRPC in the plan update.

Cost Estimate

WCWRPC's project cost without optional items: \$76,000

General Plan Development:	\$22,733
Farmland Preservation Planning:	\$4,163
Committee & Town Engagement Meetings:	\$25,174
Focus Group Meetings :	\$11,435
Public Opinion & Municipal Surveys:	\$12,495
Total WCWRPC Project Costs (w/o optional items):	\$76,000

Optional Activities for Consideration:

- Month 2-4** **OPTIONAL: Regional Public Meetings (4 – one in each county quadrant)**
 – Facilitate a regional meeting in each quadrant of the county to provide overview of project
 - Encourage attendees to complete upcoming community survey
 - Engage attendees to provide input on issues/opportunities and undertake a visioning/goal exercise
Cost: \$8,900
- Month 12-13** **OPTIONAL: Open House on Draft Plan (2 hours)**
 WCWRPC will present the draft plan and allow attendees to provide comments on the plan.
Cost: \$3,200
- Month 3-4** **OPTIONAL: Hardcopy Community Survey**
 In addition to the online community survey, WCWRPC would prepare a PDF of the survey that the County could print, distribute and collect. WCWRPC will enter up to 50 hardcopy surveys with the County to enter any additional surveys collected.
Cost: \$625
- Month 16-18** **OPTIONAL: Executive Summary or Poster Plan**
 -1- to 2-page poster with vision, key issues/focus areas, priority recommendations, & future land use map.
 -WCWRPC may request County Staff and/or Plan Committee input on draft poster, perhaps as part of Meeting #7
Cost: \$2,520

Comprehensive Planning Law

The Comprehensive Planning Law was enacted in 1999 (see section [66.1001](#), Wis. Stats.). Sometimes referred to as the “smart growth law,” the Comprehensive Planning Law does not mandate how a community should grow, rather it leaves such decisions up to local communities.

Comprehensive Planning Law Features

► **Defines a comprehensive plan as containing at least nine elements:**

- Issues and Opportunities
- Housing
- Transportation
- Utilities and Community Facilities
- Agricultural, Natural and Cultural Resources
- Economic Development
- Intergovernmental Cooperation
- Land Use
- Implementation

► **Consistency requirement** – Beginning on January 1, 2010, if a local governmental unit enacts or amends an official mapping, land division, or zoning ordinance, the enactment or amendment ordinance must be consistent with that community’s comprehensive plan.

► **Plan update** – Comprehensive plans must be updated no less than once every 10 years. However, the law does not define update. A thorough update of background information and a public participatory process to evaluate plan vision, goals, objectives, policies, and programs is recommended. At a minimum, the planning process must follow the same process with a public hearing, resolution, and ordinance outlined in s.66.1001(4) to adopt the plan update as for the original plan.

► **Public involvement** - the Comprehensive Planning Law requires public participation at every stage of the comprehensive planning process, including:

- ☒ Adopting a public participation plan to provide a diverse range of opportunities for the public to help shape the community’s comprehensive plan.
- ☒ Holding at least one public hearing prior to adopting the comprehensive plan, announced by a Class 1 notice.
- ☒ Providing an opportunity to comment on the draft comprehensive plan.

Last updated May 15, 2019

Benefits of Comprehensive Planning

Understands the past and present – a plan collects useful information about the community, such as historical trends, present conditions, and (by studying trends) where it is headed.

Lays out a roadmap to the future – a plan puts down on paper a community's goals, values, and aspirations – its vision for the future – and the steps needed to achieve these things.

Guides land use regulations – provides a rational basis for land use regulations and makes land use decisions more predictable.

Is proactive rather than reactive – a plan helps communities to identify and resolve issues early on, before they become conflicts.

Coordinates community activity – a comprehensive plan should take into account all of a community's policies, programs, departments, initiatives, services, plans, regulations, responsibilities, and systems.

Saves money \$\$\$ – a plan identifies functions within a jurisdiction or between jurisdictions that conflict, are duplicated, or could be strengthened through coordination. For example, a town and a school district could jointly own and maintain a park and playground.

Preserves local control – the Comprehensive Planning Law promotes a bottom-up, rather than a top-down approach. The state does not adopt or certify a local comprehensive plan. Instead, a plan must be adopted by a community's governing body.

Preserves local autonomy - the Comprehensive Planning Law does not alter the legal relationship between jurisdictions. Local governments continue to have the same powers and authority over land use that they had before the law was passed.

Promotes property rights – the Comprehensive Planning Law makes planning more transparent and open to the public, including landowners, than prior to the law.

Promotes economic development – planning helps communities retain existing businesses, attract new ones, revitalize downtowns, develop housing for workers, and recommend steps to improve infrastructure capacity.

Promotes intergovernmental cooperation – through the required Intergovernmental Cooperation Element, communities identify existing cooperation between jurisdictions, identify existing or potential conflicts, and describe processes to resolve these conflicts.

Protects resources – planning helps protect the things a community treasures most, including historic buildings, forests, farmland, bluff areas, wetlands, scenic vistas, downtown main streets, lakes, rivers, village squares, etc.

**STATEMENT OF EXPLANATION
REVIEW AND ACTION ON OFFERS TO PURCHASE RECEIVED ON TAX
DEED PROPERTY - DOUG CLARY**

The Planning & Zoning Committee will be reviewing sealed bids received on Tax Deed Property. Attached is the list of current Tax Deed properties for sale.

**PUBLIC NOTICE
SALE OF TAX DEED LAND**

Pursuant to Section 2-353 of the Code of Ordinances, County of Chippewa, Wisconsin, and Wisconsin State Statutes 75.69(1) notice is hereby given that Chippewa County offers for sale to the public the following described tax deed real estate:

Municipality: Town of Lake Holcombe - 2022
Parcel Number: 23206-0811-75644001
Address: Vacant Land
Description: Lot 1 of Certified Survey Map 5644
Appraised Value: \$ 34,000
Minimum Bid: \$ 34,000

SEALED BID DEADLINE:

Sealed bids shall be sent to and received by the Chippewa County Department of Planning & Zoning, Room 009, 711 N. Bridge St., Chippewa Falls, WI 54729 by the deadline listed in the "Offer to Purchase", which can be found on the Chippewa County Website under "Tax Deed Lands". Sealed bids shall include the "Offer to Purchase" form, the applicable deposit and appropriately marked as described below. Bids will be opened by department staff and a bid sheet listing all bids will be submitted to the Planning & Zoning Committee for action at their next regular scheduled meeting.

SEALED BID REQUIREMENTS:

All bidders must be at least eighteen (18) years or older to submit a bid.

A Chippewa County "Offer to Purchase" form must be submitted for each individual parcel. Bids shall be submitted in a sealed envelope and clearly marked on the outside "SEALED BID" along with the accompanying Parcel Identification Number. A minimum deposit by Cashier's Check or Certified Check in the amount of 10% of the bid (rounded to the nearest dollar) or \$1,000.00, whichever is greater, must accompany the bid. In situations where the bid amount is less than \$1,000.00, the full amount of the bid must be submitted. Checks shall be made payable to the Chippewa County Treasurer.

Chippewa County reserves the right to accept or reject any or all bids. The bid deposits of unsuccessful bidders will be returned following the acceptance of the successful bid.

The successful bidder must pay the accepted purchase price and all applicable fees by Cashier's Check or Certified Check in full within 15 days of delivery or written notification to the successful bidder of Chippewa County's acceptance of the successful bid or Chippewa County reserves the right to rescind the approval of the bid. The bid deposit submitted by the successful bidder shall be forfeited to Chippewa County in the event the successful bidder fails to make full payment for the property within 15 days of delivery to the successful bidder of written notification of Chippewa County's acceptance of the successful bid. ALL SALES ARE FINAL.

Upon completion of the sale, Chippewa County will prepare and record a quit claim deed (County Deed) conveying legal title from Chippewa County to the successful bidder as indicated on the submitted offer to purchase. The successful bidder shall be responsible for payment of the recording fee in the amount of \$30.00, which shall be included with the successful bidder's final payment for the property. No abstract or title insurance will be furnished by Chippewa County.

TERMS AND CONDITIONS:

All tax deed property will be sold "AS IS, WHERE IS and WITHOUT CONDITIONS". It is the responsibility of all prospective purchasers to determine any defects in the title or property. Chippewa County makes no representations, assurances or warranties as to, without limitation due to enumeration, the ability to build on the land, zoning and environmental condition such as the presence of toxins, contaminants, radon, hazardous wastes, hazardous substances or storage tanks, of and on the properties listed for sale.

Please contact Douglas Clary, Chippewa County Planning & Zoning Director at (715) 726-7941 with questions.

Attachment: 2024-07-22 Tax Deed Properties Available Sealed Bids (8516 : Review Bids Received on Tax Deeded Land)