

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, October 1, 2024 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI
The meeting may be viewed via livestream at the
www.chippewafalls-wi.gov/council livestream link.

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Council Meeting of October 1, 2024.
3. **PERSONAL APPEARANCES BY CITIZENS** - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. **PUBLIC HEARINGS** – None
5. **COMMUNICATIONS** – None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of September 23, 2024.
 - (b) Consider Special Plan Commission minutes of September 23, 2024.
7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of September 25, 2024.
8. **APPLICATIONS**
 - (a) Consider the appeal of Elissa Mance of the denial of her Taxicab Driver License Application as recommended by the Police Department.
 - (b) Consider appointment of Edward Cloutier as Successor Agent for J & S Sales of Chippewa Falls (Express Mart), 1456 Kennedy Road, in relation to their alcohol beverage license.
 - (c) Consider Temporary Class “B”/“Class B” Beer and Wine Alcohol Beverage License Application of the McDonell Athletic Booster Club for the Spirit of the Macks to be held at McDonell Central Catholic High School, 1316 Bel Air Blvd, on October 5, 2024.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR’S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES** – None
14. **RESOLUTIONS** – None
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
 - (a) Discuss and consider Timber Sale Contract between the City of Chippewa Falls Parks, Recreation, and Forestry Department and Midwest Hardwoods Company.
16. **CLAIMS**
 - (a) Consider claims as recommended by the Claims Committee.

17. CLOSED SESSION

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

1. 2025 EMS per capita rates.

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

18. ADJOURNMENT

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

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

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on September 27, 2024 at 11:35 am by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, September 17, 2024, in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Scott Sullivan, Heather Martell, Paul Nadreau, and Jason Hiess.

Also Present: City Attorney Sam Bach-Hanson; Finance Manager/Treasurer Lynne Bauer; Director of Public Works/Utility Manager Brandon Cesafsky; Police Chief Ryan Douglas; Building/Zoning Inspector Paul Lasiewicz; Brian Reilly of Ehlers; City Clerk Bridget Givens; and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Monarski/Hiess to approve the minutes of the Council Meeting of September 3, 2024. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS

(a) Director of Public Works/Utility Manager Cesafsky provided an overview of the rezoning request. Mayor Hoffman opened a Public Hearing at 6:33 pm regarding a change of districts in the Zoning Ordinance for Parcel #22808-0532-60011201, Lot 1, Block 12, Map 5-6, located at 1 N High Street, from R-1A Multi-Family Residential to P-1 Public and Institutional District. Duane Geissler, 116 E Spring Street, appeared in favor of the rezone, but had questions about resident access through the alleyway and concerns with snow removal. Different options were discussed. Ben Smasal (4023 Forest Heights Drive, Eau Claire) and Deb Johnson (1010 W Willow Street) appeared on behalf of The Heyde Center. There being no additional requests to speak, the Public Hearing was closed at 6:43 pm.

(b) Director of Public Works/Utility Manager Cesafsky provided an overview of the rezoning request. Mayor Hoffman opened a Public Hearing regarding a change of districts in the Zoning Ordinance for 1225 Jefferson Avenue, formerly Parcel #22908-3112-73787002, being all of Lot 2 of CSM #3887 recorded in Volume 17 of the Certified Survey Maps, Page 154, as Document 788202 in the northwest quarter of the northeast quarter of Section 31, Township 29 north, Range 8 west, from R-3A Multiple-Family Residence District to C-4 Highway Commercial District at 6:45 pm. There being no requests to speak, the Public Hearing was closed at 6:46 pm.

COMMUNICATIONS - None

REPORTS

(a) Motion by Hiess/King to approve the Board of Public Works minutes of September 9, 2024. **All present voting aye, motion carried.**

(b) The Plan Commission meeting of September 9, 2024 was cancelled due to a lack of agenda items.

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

(a) Motion by Monarski/Nadreau to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of September 17, 2024. **Roll Call Vote: Aye – Monarski, Nadreau, Hiess, Kiefer, King, Sullivan, Martell. Motion carried.**

(b) Motion by Hiess/King to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of September 10, 2024. **All present voting aye, motion carried.**

(c) Motion by Kiefer/King to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of September 11, 2024. **All present voting aye, motion carried.**

(d) The Park Board minutes of September 10, 2024 were presented.

(e) The Library Board minutes of August 21, 2024 were presented.

APPLICATIONS

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

Motion by Monarski/Hiess to approve items (a) – (i) as follows:

(a) "Class B"/Class "B" Temporary Beer and Wine Alcohol Beverage License Application from the Tilden Lions Club for the Mega Raffle to be held at the Knights of Columbus Hall, 236 Pumphouse Road, on October 12, 2024.

(b) Street Use Permit Application from the Chippewa Falls Senior High School for the Chi-Hi Homecoming Bonfire to be held on September 27, 2024 utilizing various City Streets.

(c) Street Use Permit Application from the Chippewa Falls Middle School for a Middle School Cross Country Meet to be held on October 3, 2024 utilizing various City Streets.

(d) Street Use Permit Application from Chippewa Falls Main Street for Downtown Trick or Treating to be held on October 31, 2024 utilizing the 100 – 700 blocks of N Bridge Street.

(e) Street Use Permit Application from Chippewa Falls Main Street for Santa's Arrival to be held on November 29, 2024 utilizing the parking spots on W Spring Street and proceeding up N Bridge Street to 411 N Bridge Street.

(f) Street Use Permit Application from Chippewa Falls Main Street for the Bridge to Wonderland Parade to be held on December 7, 2024 utilizing various City Streets.

(g) Street Use Permit Application from Chippewa Falls Main Street for Horse Drawn Wagon Rides to be held on December 3-5, 10-12, and 17-19 utilizing the parking lot at 514 N Bridge Street through downtown to Irvine Park and back.

(h) Sidewalk Use Permit Application from Calm and Collected Cannabis Co to utilize a portion of their sidewalk adjacent to their location, 508 N Bridge Street, for a Customer Appreciation Day on September 20, 2024.

(i) Sidewalk Use Permit Application from Sarah Thornton of Drewmark Boutique to place a sandwich board sign and flag adjacent to her business located at 521 N Bridge Street during business hours.

All present voting aye, motion carried.

PETITIONS – None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Monarski/King** to approve **Ordinance #2024-21 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding 1 N High Street – R-1A Multi-Family Residential to P-1 Public and Institutional District). **Roll Call Vote: Aye – Monarski, King, Sullivan, Martell, Nadreau, Kiefer; Recuse – Hiess. Motion carried.**

(b) **Motion by Hiess/King** to approve **Ordinance #2024-22 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding 1225 Jefferson Avenue – R-3A Multiple-Family Residence District to C-4 Highway Commercial District). **Roll Call Vote: Aye – Hiess, King, Sullivan, Martell, Nadreau, Monarski, Kiefer. Motion carried.**

RESOLUTIONS

Brian Reilly of Ehlers presented the Sale Report for each of the financing issues below (copies available in the Office of the City Clerk) and provided details thereon.

(a) **Motion by Hiess/Kiefer** to approve **Resolution #2024-28 Entitled:** Resolution Authorizing the Issuance and Sale of \$3,480,000 General Obligation Promissory Notes, Series 2024A. **Roll Call Vote: Aye – Hiess, Kiefer, King, Sullivan, Martell, Nadreau, Monarski. Motion carried.**

(b) **Motion by Hiess/Kiefer** to approve **Resolution #2024-29 Entitled:** Resolution Authorizing the Issuance of \$1,115,000 General Obligation Promissory Notes and the Issuance and Sale of a \$1,115,000 Note Anticipation Note, Series 2024B in Anticipation Thereof. **Roll Call Vote: Aye – Hiess, Kiefer, King, Sullivan, Martell, Nadreau, Monarski. Motion carried.**

OTHER NEW/UNFINISHED BUSINESS - None

CLAIMS

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

City General Claims:	\$590,828.66
Authorized/Handwritten Claims:	\$57,386.70
Department of Public Utilities:	<u>\$114,864.33</u>
Total of Claims Presented	<u>\$763,079.69</u>

Roll Call Vote: Aye – Kiefer, Nadreau, Hiess, Monarski, King, Sullivan, Martell. Motion carried.

CLOSED SESSION – None

ADJOURNMENT

Motion by King/Hiess to adjourn at 7:17 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - September 17, 2024

NAME	ADDRESS
Deb Johnson	1010 W Willow St, CF
Dylan; Todd Hillwestern	1203 Jefferson Ave
Sarah Thornton	521 N. Bridge St. Ste 1CF
Dwane Gussler	116 E. Spring St. L.F.
Tim & Stacy Wolfe	
Ben Smeck	4023 Forest Heights Dr Evan Claire, W. 54701

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 23, 2024 – 5:30 PM**

The Board of Public Works met in City Hall on September 23, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Alderman Jason Hiess, and Finance Manager Lynne Bauer. Also attending was local resident Jacob Keis.

1. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the September 9, 2024 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Review and consider State Municipal Agreement for a State-Let STP Urban Project on Bridgewater Avenue from Wheaton Street to Terrill Street. Cesafsky stated that the attached agreement is for the funding the City received from the state to complete the project at 80/20 cost sharing. The City has a few extra items which are not considered for funding so the cost sharing is less than the 80% but still allows the City to save substantial cost on the project. Mayor Hoffman asked about schedule and after review it was confirmed the project will be sent out for design contracts in the fall of 2024 with planned construction in 2028.
Motion by Hubbard seconded by Hoffman to recommend Common Council consider and approve the State Municipal Agreement for Bridgewater Avenue. **All present voting aye. MOTION CARRIED.**

3. Cesafsky gave the background on the State Municipal Financial Agreement which was previously approved at an estimated cost of \$7,000. After the scoping process undertaken by the state, they sent a revised agreement over which results in the design cost increasing from \$7,000 to \$52,500. The reason for the cost increase, as noted in the agreement, is extensive public involvement required due to the location being near Irvine Park, the pool, the fairgrounds, and Leinie Lodge. Cesafsky said he has been in contact with Hannah Zimmer from the state to see if this is a common increase and she stated that this increase is outside of the normal and we should not expect to see another one for this project.
Motion by Cesafsky, seconded by Hoffman to approve the State Municipal Financial Agreement for the Jefferson Avenue Bridge for an estimated amount of \$52,500. **All present voting aye. MOTION CARRIED.**

4. Adjournment
Motion by Hubbard, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 PM.

Brandon Cesafsky
Secretary, Board of Public Works

BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: 9/23/24

NAME	ADDRESS	COMPANY REPRESENTING	PHONE #	EMAIL
Jacob Keis	101 west cedar st		715-864-0975	

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 9, 2024 – 5:30 PM**

The Board of Public Works met in City Hall on September 9, 2024, at 5:30 PM. Attending were Mayor Greg Hoffman, Vice-President Tom Hubbard, Director of Public Works Brandon Cesafsky, Alderman Jason Hiess, and Finance Manager Lynne Bauer.

1. **Motion** by Hubbard, seconded by Hiess to approve the minutes of the August 26, 2024 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. **Motion** by Hubbard, seconded by Bauer to approve the minutes of the September 3, 2024 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

3. Cesafsky gave the background on the sidewalk criteria and his reason for his request to revisit the criteria. Cesafsky stated that the engineering department has revised the criteria to make it less burdensome on the residents while still allowing the engineering department to address safety concerns and more broad range of criteria during City construction projects. There were questions about enforcing some of the non-underlined items and Cesafsky stated that the safety concerns are all able to be addressed with the underlined items.
Motion by Hubbard, seconded by Hiess to Recommend Common Council approve the criteria presented and to have the engineering department work with the City Attorney to create appropriate documents required to enforce criteria. **All present voting aye. MOTION CARRIED.**

4. Cesafsky provided background on the proposal from Strand Associates to update the Capital Improvement Plan (CIP) for the Wastewater Treatment Plan and lift stations. Cesafsky stated that this is the first step in a multi-step process that will tell us what the condition of our facility infrastructure is in and what the cost to improve the facility infrastructure will be. The plan is to take the information from the CIP and plan out the improvements/replacements over multiple years as funds allow. This ensures we are maintaining our facility to the best of our ability. Cesafsky said the last CIP was completed in 2015 and since then the cost to repair some equipment has increased substantially. Mayor Hoffman made comments about the importance of maintaining what we have which was an option shared by Alderman Jason Hiess.
Motion by Hiess, seconded by Hubbard to move forward with the proposal from Strand Associates and recommend that Committee 1 review and approve a funding source to get the project going this fall. **All present voting aye. MOTION CARRIED.**

5. Adjournment
Motion by Hubbard, seconded by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:00 PM.

Brandon Cesafsky
Secretary, Board of Public Works

Item 2

	STATE/MUNICIPAL AGREEMENT FOR A STATE- LET STP-URBAN PROJECT	Date: July 30, 2024 I.D.: 8996-01-28/29 Road Name: Bridgewater Ave Limits: Terrill Street to Wheaton Street County: Chippewa Roadway Length: 0.2 Miles Functional Classification: Major Collector Project Sponsor: City of Chippewa Falls State Fiscal Year of Design: 2025 State Fiscal Year of Construction: 2028
Program Name: STP-Urban Population Group: 50K to 200K Sub-program #: 206 Cycle: 2024-2029		

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

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

NEEDS AND ESTIMATE SUMMARY:

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

Existing Facility - Describe and give reason for request: **The existing facility is a 2-lane urban cross section. The existing asphalt pavement is 24 feet in width with curb and gutter. The facility was last improved in 1984 and has a pavement rating of 5. There is existing sidewalk on one side of the street and no bicycle accommodations. The roadway has transverse cracking, longitudinal cracking and raveling.**

Proposed Improvement - Nature of work: **The proposed improvement includes reconstruction. The roadway will be narrowed to match the section not the west. Pedestrian facilities will be improved by replacing existing sidewalk on the south side of the street and adding a midblock crossing. Sidewalk will be added on the north side of the street if found to be feasible after the topographical survey.**

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements: **Non-participating work includes sanitary sewer and water main replacement. A nominal amount (\$500) has been added for maintenance and repair of haul roads.**

The Municipality agrees to the following 2024-2029 Urbanized Area project funding conditions:

Project design costs are funded with up to 80% federal/state funding up to a funding limit of **\$212,529.53**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$212,529.53** federal/state funding limit.

Project construction costs are funded with up to 80% federal/state funding up to a funding limit of **\$1,035,774.74**. The Municipality agrees to provide the remaining 20% and any funds in excess of the **\$1,035,774.74** federal/state funding limit.

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

This project is currently scheduled in State Fiscal Year **2028**. Sunset date: **June 30, 2033**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled.

Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal participation, and actual costs will be used in the final division of cost for billing and reimbursement. In no event shall federal or State funding exceed the estimate of **\$1,248,304.27** in the Summary of Costs Table, unless such increase is approved in writing by the State through the State's Change Management Policy prior to the Municipality incurring the increased costs.

SUMMARY OF COSTS

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 8996-01-28*					
Design	\$ 250,661.91	\$ 200,529.53	80%	\$ 50,132.38	20% + BAL
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 265,661.91	\$ 212,529.53	MAX	\$ 53,132.38	
ID 8996-01-29**					
Participating Construction	\$ 1,129,825.12	\$ 903,860.10	80%	\$ 225,965.02	20% + BAL
Construction Engineering	\$ 149,893.30	\$ 119,914.64	80%	\$ 29,978.66	20% + BAL
Non-Participating Construction	\$ 129,782.47	\$ -	0%	\$ 129,782.47	100%
State Review	\$ 15,000.00	\$ 12,000.00	80%	\$ 3,000.00	20% + BAL
<i>Project total</i>	\$ 1,424,500.89	\$ 1,035,774.74	MAX	\$ 388,726.15	
Total Est. Cost Distribution	\$ 1,690,162.80	\$ 1,248,304.26	MAX	\$ 441,858.54	

*Design ID 8996-01-28 federal/state funding is limited to **\$212,529.53**.

Construction ID 8996-01-29 federal/state funding is limited to **\$1,035,774.74.

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and on behalf of the City of Chippewa Falls:		
Name	Title	Date
Signed for and on behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.
 - g. Federal statutes that govern the Surface Transportation Program (STP), including but not limited to 23 U.S.C. 133.

h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. Management consultant and state review services.
5. The work will be administered by the State and may include items not eligible for federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2024-2029 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

- f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current *WisDOT Facilities Development Manual*.
 - h. Real estate for the improvement.
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 9. Work to be performed by the Municipality without federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal financing commitments or are ineligible for federal financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 13. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2024-2029 STP improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.

- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.
- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted oversize and overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

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

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of either this State/Municipal Agreement or any of its attachments may be changed, waived or terminated orally.
20. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
21. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

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


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

24. The Municipality agrees to the following 2024-2029 Urbanized Area STP-Urban project funding conditions:

- a. ID **8996-01-28**: Design is funded with 80% federal funding up to a limit of **\$212,529.53**, when the Municipality agrees to provide the remaining 20% and any funds in excess of the **\$212,529.53** federal funding limit. This phase includes plan development, management consultant review, and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID **8996-01-29**: Construction:
 - i. Costs for Participating Construction are funded with 80% federal funding up to a limit of **\$1,035,774.74** when the municipality agrees to provide the remaining 20% and any funding in excess of the **\$1,035,774.74** federal funding limit.
 - ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery. Non-participating work includes maintenance and repair of haul roads and water main and sanitary sewer work.
 - iii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

[End of Document]

Item 3

	REVISION #1 STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Revision #1 Date: July 30, 2024 Date: November 15, 2023 I.D.: 8610-04-06/76 Road Name: STH 124 Limits: Duncan Creek Bridge B-09-0001 County: Chippewa
	<p><i>This agreement supersedes the agreement signed by the Municipality on April 18, 2024 and signed by the State on April 23, 2024.</i></p>	

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: This section of STH 124 is a Principal Arterial, State Long Truck Route, and Connecting Highway within the City of Chippewa Falls. The existing structure B-09-0001 is in need of rehabilitation.

Proposed Improvement - Nature of work: Proposed improvements include structural work on B-09-0001 on STH 124 (Jefferson Street) over Duncan Creek. The proposed work includes joint replacement, zone painting steel girders, asphalt approach work, pavement marking, and any items needed to complete the work.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None.

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 8610-04-06					
Preliminary Engineering:					
Plan Development & State Review	\$ 210,000.00	\$ 157,500.00	75%	\$ 52,500.00	25%
ID 8610-04-76					
Construction:					
Roadway Construction	\$ 672,750.00	\$ 672,750.00	100%	\$ -	0%
Total Est. Cost Distribution	\$ 882,750.00	\$ 830,250.00		\$ 52,500.00	

*Per Department policy for bridges on connecting highway, the Municipality will contribute 25% of estimated design costs.

This request is subject to the terms and conditions that follow (pages 2 – 4) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State, and upon fully executed signature of applicable State Municipal Maintenance Agreement, and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and on behalf of the City of Chippewa Falls		
Name	Title	Date
Signed for and on behalf of the State		
Name	Title	Date

TERMS AND CONDITIONS:

1. The initiation and accomplishment of the improvement will be subject to the applicable Federal and State regulations.
2. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality’s foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
3. Funding of each project Phase is subject to inclusion in an approved program and per the State’s Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and bridge costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.

- (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.
4. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or Facility Owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Parking lane costs.
 - (f) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (g) Damages to abutting property due to change in street or sidewalk widths, grades or drainage.
 - (h) Conditioning, if required and maintenance of detour routes.
 - (i) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
 5. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
 6. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
 7. The work will be administered by the State and may include items not eligible for federal/state participation.
 8. The Municipality shall at its own cost and expense:
 - (a) Maintain all portions of the project that lie within its jurisdiction for such maintenance through statutory requirements, in a manner satisfactory to the State and shall make ample provision for such maintenance each year. This agreement does not remove the current municipal maintenance responsibility.
 - (b) Maintain all items outside the travel lane along the project, to include but not limited to parking lanes, curb and gutter, drainage facilities, sidewalks, multi-use paths, retaining walls, pedestrian refuge islands, landscaping features and amenities.
 - (c) Maintain and accept responsibility for the energy, operation, maintenance, repair, and replacement of the lighting system.
 - (d) Prohibit angle parking.
 - (e) Regulate parking along the highway. The Municipality will file a parking declaration with the State.
 - (f) Regulate or prohibit all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - (g) Use the WisDOT Utility Accommodation Policy unless the Municipality adopts a policy which has equal or more restrictive controls.
 - (h) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The

Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.

- (i) Coordinate with the State on changes to highway access within the project limits.
- (j) Assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.


9. Basis for local participation:

- (a) Design 8610-04-06: Design costs for connecting highways are 75% funded with federal/state funds when the Municipality provides the remaining 25%, based on the Department's policy for connecting highways.
- (b) Construction 8610-04-76: There is no cost share for general roadway construction.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.

[END]

Item 3a

	STATE/MUNICIPAL FINANCIAL AGREEMENT FOR A STATE- LET HIGHWAY PROJECT	Date: January 1, 2024
		I.D.: 8610-04-06/76
		Road Name: STH 124
		Limits: Duncan Creek Bridge B-09-0001
		County: Chippewa

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

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

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: This section of STH 124 is a Principal Arterial, State Long Truck Route, and Connecting Highway within the City of Chippewa Falls. The existing structure B-09-0001 is in need of rehabilitation.

Proposed Improvement - Nature of work: Proposed improvements include structural work on B-09-0001 on STH 124 (Jefferson Street) over Duncan Creek. The proposed work includes joint replacement, zone painting steel girders, asphalt approach work, pavement marking, and any items needed to complete the work.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: None.

PHASE	Total Est. Project Cost	Federal / State Funds	%	Municipal Funds	%
ID 8610-04-06					
Preliminary Engineering:					
Plan Development & State Review	\$ 28,000.00	\$ 21,000.00	75%	\$ 7,000.00	25%*
ID 8610-04-76					
Construction:					
Participating Construction	\$ 604,800.00	\$ 604,800.00	100%	\$ -	0%
Total Est. Cost Distribution	\$ 632,800.00	\$ 625,800.00		\$ 7,000.00	

*Per Department policy for bridges on connecting highway, the Municipality will contribute 25% of estimated design costs.

**MINUTES OF THE SPECIAL PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, SEPTEMBER 23, 2024 – 6:30 PM**

The Plan Commission met in City Hall on September 23, 2024, at 6:30 PM. Present were Commissioners Jason Hiess, Tom Hubbard, Greg Misfeldt, Mike Tzanakis, Dan Varga, Ross Wilson, Secretary Brandon Cesafsky, and Mayor Greg Hoffmann. Absent was Beth Arneberg and Chad Trowbridge. Also attending was City Inspector Paul Lasiewicz, Roddy Wekkin of CapVest and local resident Jacob Keis.

1. **Motion** by Varga, seconded by Hubbard to approve the minutes of the August 12, 2024 Plan Commission meeting. **All present voting aye. MOTION CARRIED.**

2. Review and consider CSM for Northern Lights project.
Motion by Hiess, seconded by Hubbard to discuss item 3 before item 2. **All present voting aye. MOTION CARRIED.**

3. Cesafsky and Lasiewicz provided the background on the Northern Lights project. Attachments include site layout, pedestrian sidewalk layout, utility layout, and right-of-way vacation outline. Lasiewicz stated that the Planned Development Conditional Use Permit is needed due to setback requirements, building separation requirements, and height requirements allowed by the zoning code. Cesafsky gave the background on project schedule and stated that this project started about a year ago. There were discussions on the safe bus pick-up of children which Wilson stated that the School District could help with determining if a pick-up is required. There was discussion about snow storage and Roddy Wekkin stated they would treat it like other developments where they pile snow in the parking stalls until there is a need to haul it off. There were concerns brought up about using required parking stalls for snow storage. Recently there is a drive to get this project going so the developer could break ground this fall which was the reasoning for the special meeting. Cesafsky informed the Plan Commission that he currently has an email out to Sam Bach, City Attorney, to get answers on a few questions raised both internally and by the developer. Cesafsky also stated that CapVest has previously approached the City for City contributed funding. Cesafsky has informed Trevor Bohland of CapVest that if they proceed with the PDCUP, they must do so under their own financial power and must provide a financial plan as part of the process. Trevor is currently looking into this to see if it is feasible. Roddy did not have an update on that information at the time of the meeting.
No Action taken.

2. The Plan Commission discussed the CSM for the Northern Lights project. Cesafsky said that the City requested to see an easement outlined on the CSM for ingress/egress. Trevor Bohland provided an updated CSM prior to the meeting which was distributed. Cesafsky said the Engineering Department still needs to review the ingress/egress proposal from the developer's engineers to ensure traffic can safely use the development. Cesafsky stated that the CSM will need to go through the county review process before the resolution is drafted for consideration by council.
Motion by Tzanakis, seconded by Hiess to recommend Common Council approve the CSM resolution for the Northern Lights project upon fees being paid, County review/approval, and creation of the resolution by the Engineering Department. **All present voting aye. MOTION CARRIED.**

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

4. **Adjournment**

Motion by Varga, seconded by Hiess to adjourn. **All present voting aye. MOTION CARRIED.** The Plan Commission meeting adjourned at 7:15 PM.

Brandon Cesafsky, Secretary
Plan Commission

PLAN COMMISSION ATTENDANCE SHEET

DATE: _____

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Jacob Keis		101 west cedar st	715-864-0915	
Pedy Wessner		4666 N. Shore Dr.	715-577-6439	

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, AUGUST 12, 2024 – 6:30 PM**

The Plan Commission met in City Hall on August 12, 2024, at 6:30 PM. Present were Commissioners Jason Hiess, Tom Hubbard, Greg Misfeldt, Mike Tzanakis, Dan Varga, Ross Wilson, Beth Arneberg, Chad Trowbridge, Secretary Brandon Cesafsky, and Mayor Greg Hoffmann. Also attending was City Inspector Paul Lasiewicz, Katia Hauser, and Deb Johnson.

1. **Motion** by Hiess, seconded by Varga to approve the minutes of the July 8, 2024 Plan Commission meeting. **All present voting aye. MOTION CARRIED.**

2. Cesafsky provided a short background on the item. Debra Johnson of the Chippewa Valley Cultural Association stated that they are looking to create a parking lot and to rezone the existing residential to P1- Public/Institutional to allow the construction and use of the parking lot. This parking lot would serve the Heyde Center and provide more off-street parking which is a need in the area.
Motion by Tzanakis, seconded by Hubbard to recommend Common Council approve the petition and hold a public hearing to rezone lot 22808-0532-60011201 from R-3A Multifamily to P-1 Public and Institution. Hubbard, Misfeldt, Tzanakis, Varga, Arneberg, Trowbridge, Cesafsky, and Hoffmann **voting aye.** Hiess and Wilson abstaining.
MOTION CARRIED with an 8:2 Vote.

3. Katia Hauser, owner of 1225 Jefferson Avenue gave an update on the plan to turn the Glen Loch Motel into apartments. Katia sited multiple hurdles at the state level and construction cost as reasons to request a rezone for the Glen Loch Motel, Lot 3 of CSM 5975 from R-3A Multifamily Residence to C-4 Highway Commercial which will allow her to continue operating the Motel.
Motion by Varga, seconded by Wilson to recommend Common Council approve the petition and hold a public hearing to rezone the Glen Loch Motel, Lot 3 of CSM 5975 from R-3A Multifamily Residence to C-4 Highway Commercial. **All present voting aye. MOTION CARRIED.**

4. Adjournment
Motion by Hubbard, seconded by Varga to adjourn. **All present voting aye. MOTION CARRIED.** The Plan Commission meeting adjourned at 6:50 PM.

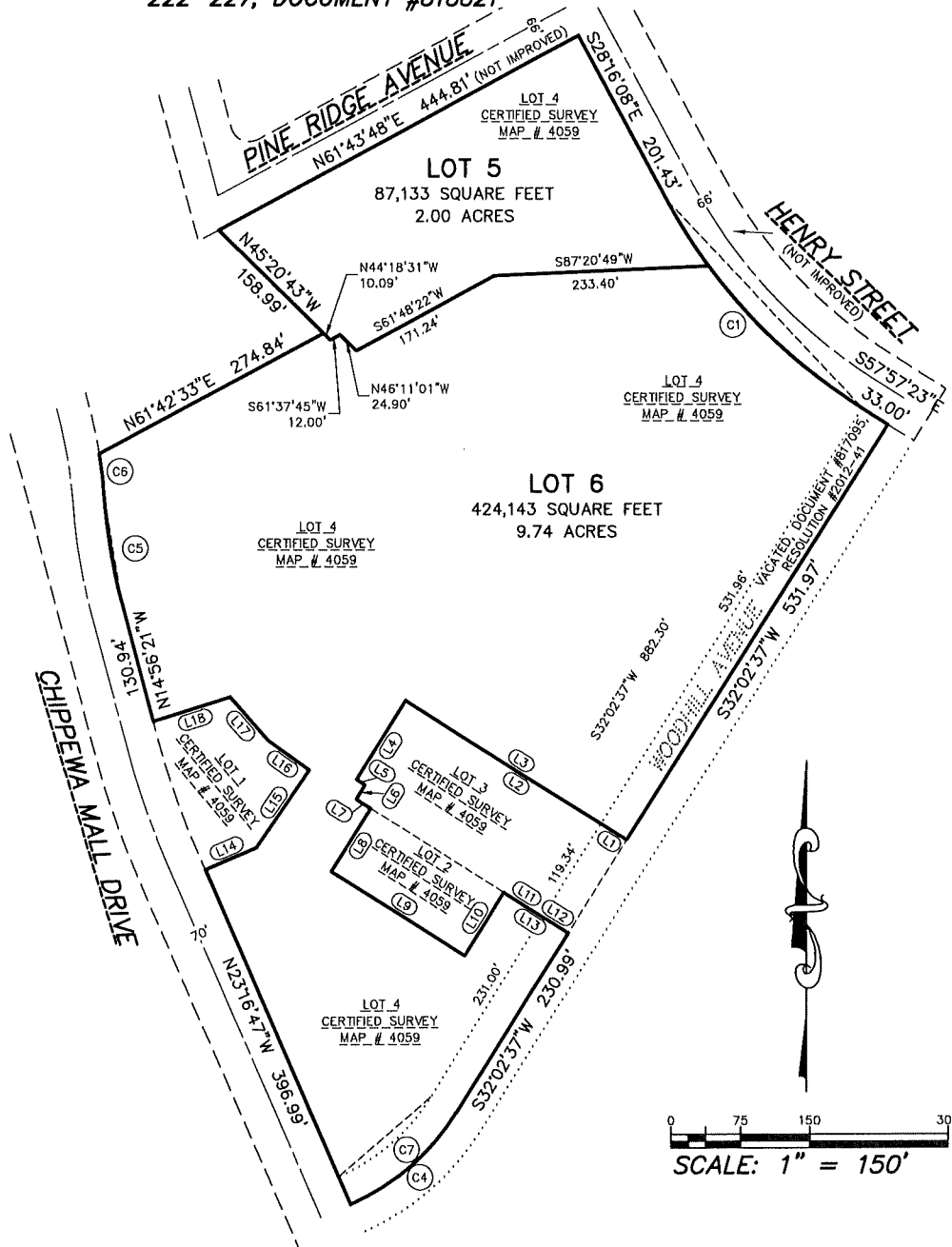
Brandon Cesafsky, Secretary
Plan Commission

Item 2

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NO. _____

RECORDED IN VOL. _____ OF CERTIFIED SURVEY MAPS PAGE _____

LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOT 4 OF CERTIFIED SURVEY MAP
#4059, VOLUME 18 OF CERTIFIED SURVEY MAPS, PAGES
222-227, DOCUMENT #818821.



REAL LAND SURVEYING, LLC
1356 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715)514-4116
rls@wi.com
CADD #: 23392

REVISION DATE: 06/16/24

SHEET 1 OF x SHEETS

PAGE _____

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NO. _____

RECORDED IN VOL. ____ OF CERTIFIED SURVEY MAPS PAGE _____

LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼,
SECTION 8, TOWNSHIP 28 NORTH, RANGE 8 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
INCLUDING ALL OF LOT 4 OF CERTIFIED SURVEY MAP
#4059, VOLUME 18 OF CERTIFIED SURVEY MAPS, PAGES
222-227, DOCUMENT #818821

CURVE TABLE								
CURVE	LOT NO	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN
C1		312.60'	603.30'	029°41'14"	309.11'	S43°06'45"E	S28°16'08"E	S57°57'22"E
C3		227.25'	603.30'	021°34'55"	940.53'	S47°09'55"E	S36°22'27"E	S57°57'22"E
C4		155.06'	256.21'	034°40'37"	152.71'	S49°22'55"W	S32°02'37"W	S66°43'13"W
C5		115.64'	604.36'	010°57'46"	115.46'	N09°27'28"W	N14°56'21"W	N03°58'35"W
C6		49.80'	604.36'	004°43'18"	49.79'	N06°40'03"W	N04°18'24"W	N09°01'42"W
C7		135.09'	223.21'	034°40'37"	133.04'	S49°22'55"W	S32°02'37"W	S66°43'13"W

Line Table		
Line #	Direction	Length
L1	S57° 56' 08"E	33.00
L2	S57° 56' 08"E	252.09
L3	N57° 56' 08"W	285.09
L4	S32° 03' 52"W	100.73
L5	S57° 56' 08"E	11.14
L6	S32° 03' 52"W	18.62
L7	S57° 56' 18"E	18.90
L8	S32° 03' 52"W	80.80
L9	S57° 56' 08"E	172.12
L10	N32° 02' 49"E	80.81
L11	N57° 56' 18"W	50.00
L12	N57° 56' 18"W	33.00
L13	S57° 56' 18"E	83.00
L14	N66° 43' 48"E	60.11
L15	N34° 16' 06"E	102.10
L16	N54° 34' 33"W	55.18
L17	N41° 07' 00"W	62.31
L18	S72° 17' 10"W	86.74

Map

Item 3

Printed 09/16/2024

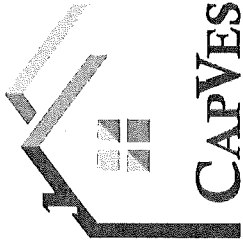
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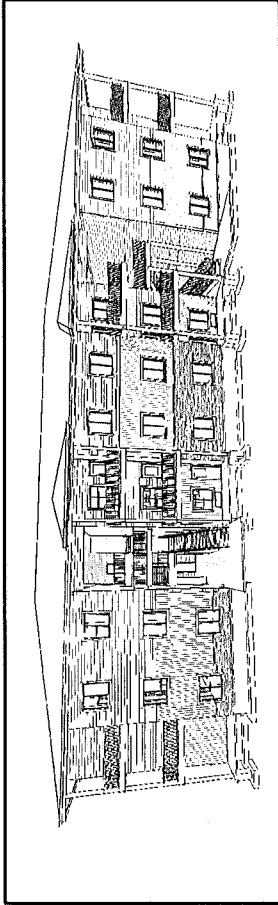
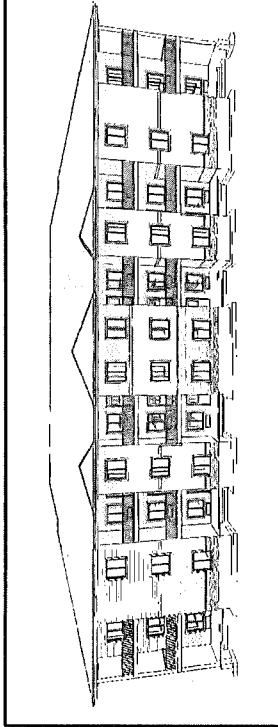
CHIPPEWA COUNTY



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.



CAPVEST LLC 30-UNIT MULTI-FAMILY APARTMENT BUILDINGS 1 & 2 CHIPPEWA FALLS, WI 54729



GENERAL NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL UTILITIES AND EXISTING CONDITIONS OF EXISTING UTILITIES AND FOUNDATIONS.
- ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL, STATE AND NATIONAL CODES FOR RESPECTIVE TRADES.
- DO NOT SCALE DRAWINGS.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS.
- THERE IS SOME CONFLICT BETWEEN ARCHITECTURAL AND MECHANICAL/PLUMBING/STRUCTURAL WORK, NOTIFY ARCHITECT AT ONCE IF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL MATERIALS AND LABORERS TO COMPLETE ALL WORK. ALL MATERIALS AND LABORERS SHALL BE TYPED TO MATCH THE BLUE PRINTS. ALL MATERIALS AND LABORERS SHALL BE TYPED TO MATCH THE BLUE PRINTS. ALL MATERIALS AND LABORERS SHALL BE TYPED TO MATCH THE BLUE PRINTS.
- THE OWNER MAKES NO WARRANTY OR LIABILITY FOR THE DESIGN AND CONSTRUCTION OF THE WORK AND CONTRACTOR.

PROJECT DIRECTORY

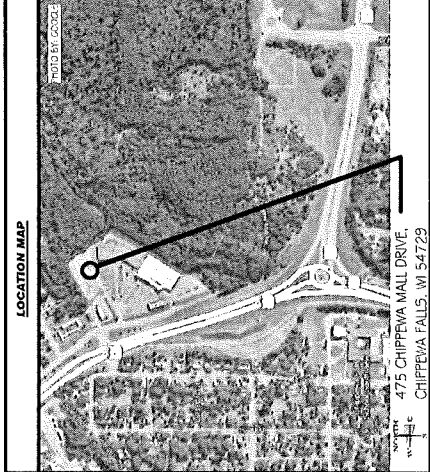
OWNER:
CAPVEST LLC
1411 WINCHESTER WAY, SUITE 89
ALTOONA, WI 54720
PHONE: 715.577.1949

ARCHITECT:
RIVER VALLEY ARCHITECTS, INC.
2300 HIGH STREET, SUITE 1A
EAU CLAIRE, WI 54703
PHONE: 715.832.0875

GENERAL CONTRACTOR:
CAPVEST LLC
1411 WINCHESTER WAY, SUITE 89
ALTOONA, WI 54720
PHONE: 715.577.1949

MECHANICAL CONTRACTOR:
ADVANCED ENGINEERING CONCEPTS
1411 WINCHESTER WAY, SUITE 1
EAU CLAIRE, WI 54701
PHONE: 715.552.0230

ELECTRICAL CONTRACTOR:
ELECTRICAL SERVICES
1411 WINCHESTER WAY, SUITE 89
ALTOONA, WI 54720
PHONE: 715.577.1949



SHEET INDEX

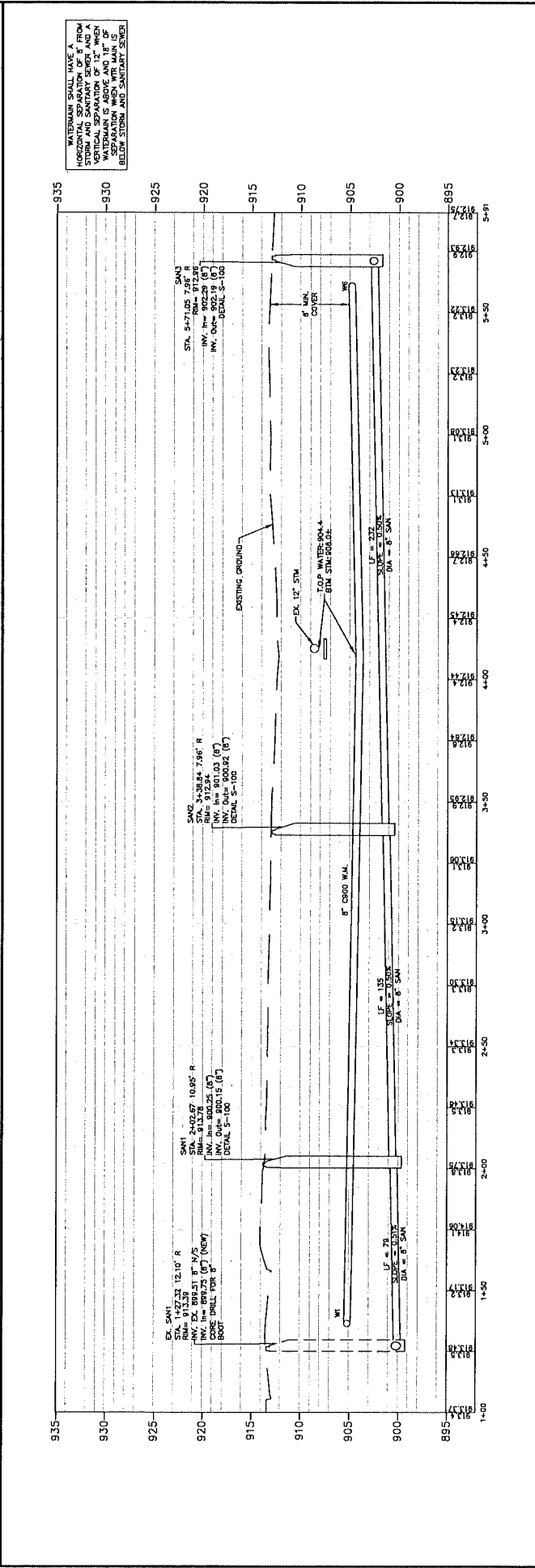
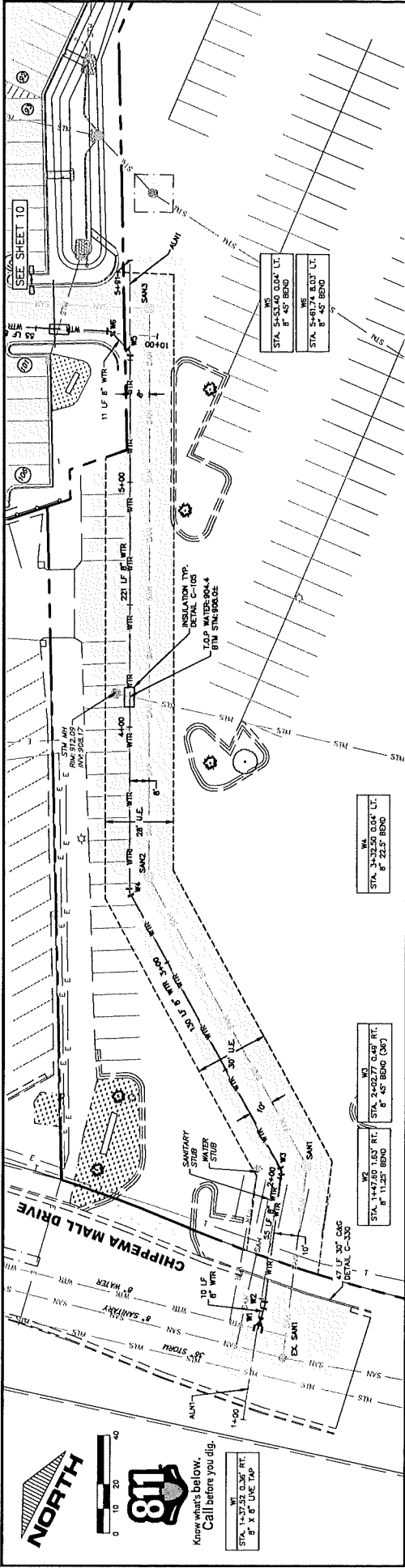
NO.	DESCRIPTION	NO.	DESCRIPTION
1	FOUNDATION	101	MECHANICAL - FLOOR PLAN
2	FOUNDATION	102	MECHANICAL - ROOF PLAN
3	FOUNDATION	103	MECHANICAL - SECTION
4	FOUNDATION	104	MECHANICAL - SECTION
5	FOUNDATION	105	MECHANICAL - SECTION
6	FOUNDATION	106	MECHANICAL - SECTION
7	FOUNDATION	107	MECHANICAL - SECTION
8	FOUNDATION	108	MECHANICAL - SECTION
9	FOUNDATION	109	MECHANICAL - SECTION
10	FOUNDATION	110	MECHANICAL - SECTION
11	FOUNDATION	111	MECHANICAL - SECTION
12	FOUNDATION	112	MECHANICAL - SECTION
13	FOUNDATION	113	MECHANICAL - SECTION
14	FOUNDATION	114	MECHANICAL - SECTION
15	FOUNDATION	115	MECHANICAL - SECTION
16	FOUNDATION	116	MECHANICAL - SECTION
17	FOUNDATION	117	MECHANICAL - SECTION
18	FOUNDATION	118	MECHANICAL - SECTION
19	FOUNDATION	119	MECHANICAL - SECTION
20	FOUNDATION	120	MECHANICAL - SECTION
21	FOUNDATION	121	MECHANICAL - SECTION
22	FOUNDATION	122	MECHANICAL - SECTION
23	FOUNDATION	123	MECHANICAL - SECTION
24	FOUNDATION	124	MECHANICAL - SECTION
25	FOUNDATION	125	MECHANICAL - SECTION
26	FOUNDATION	126	MECHANICAL - SECTION
27	FOUNDATION	127	MECHANICAL - SECTION
28	FOUNDATION	128	MECHANICAL - SECTION
29	FOUNDATION	129	MECHANICAL - SECTION
30	FOUNDATION	130	MECHANICAL - SECTION

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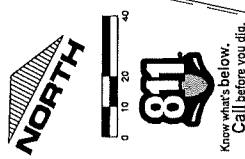
DATE: 10/15/2024
DRAWN BY: J. SMITH
CHECKED BY: M. JONES
SCALE: AS SHOWN
SHEET NO.: 0001

CAPVEST LLC
30-UNIT MULTI-FAMILY APARTMENTS





WATERMAIN SHALL HAVE A MINIMUM VERTICAL CLEARANCE OF 12\"/>



Know what's below.
Call before you dig.

WA
STA. 3+22.50 0.04 LT.
8" 22.5' BEND

W2
STA. 1+47.50 1.63 RT.
8" 11.25' BEND

W1
STA. 1+37.33 0.36 RT.
8" X 8" U/E 104"

W3
STA. 5+61.74 8.03 LT.
8" 45' BEND

SAW
STA. 5+47.00 7.05 R
8" 45' BEND

SAW
STA. 2+02.67 10.95' R
8" 45' BEND

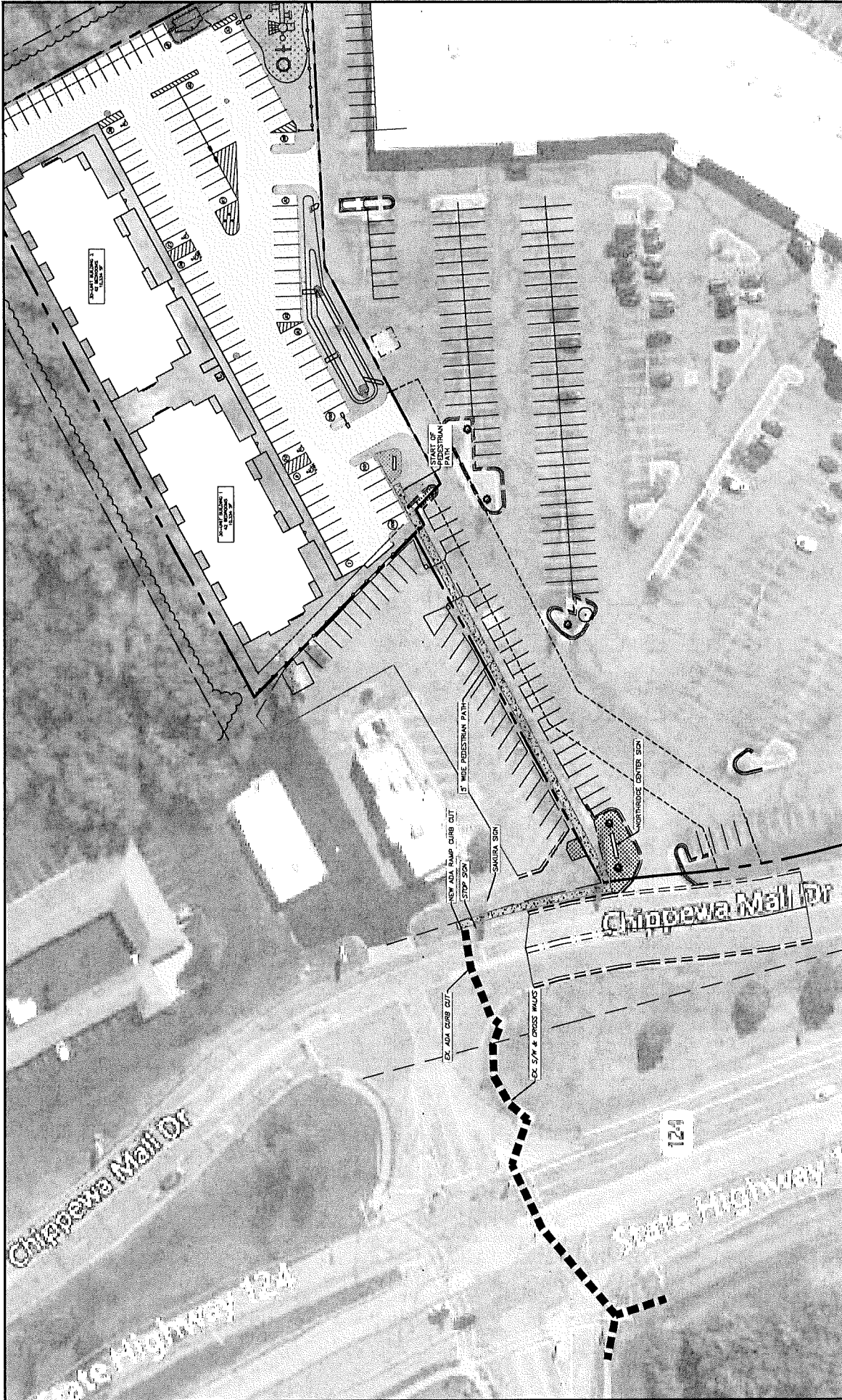
SAW
STA. 2+02.67 10.95' R
8" 45' BEND


SAW
STA. 2+02.67 10.95' R
8" 45' BEND

SAW
STA. 2+02.67 10.95' R
8" 45' BEND

NO.	DATE	REVISIONS	DRAFTED BY	DESIGN BY	CHECKED

PROJ. NO. 23078		ADVANCED ENGINEERING CONCEPTS 425 CHIPPewa MALL DR CHIPPewa FALLS, WI 54728 PHONE: 715-355-0330 FAX: 715-355-0330 COPYRIGHT 2022 AEC LLC	UTILITY EXTENSION - ALIGNMENT 1 PLAN & PROFILE STA. 1+00 TO 5+91	NORTHERN LIGHTS CAPITAL INVESTMENT PARTNERS LLC 425 CHIPPewa MALL DR CHIPPewa FALLS, WI 54728	PWS MAKE 23078 PWS
					DATE 09/2024



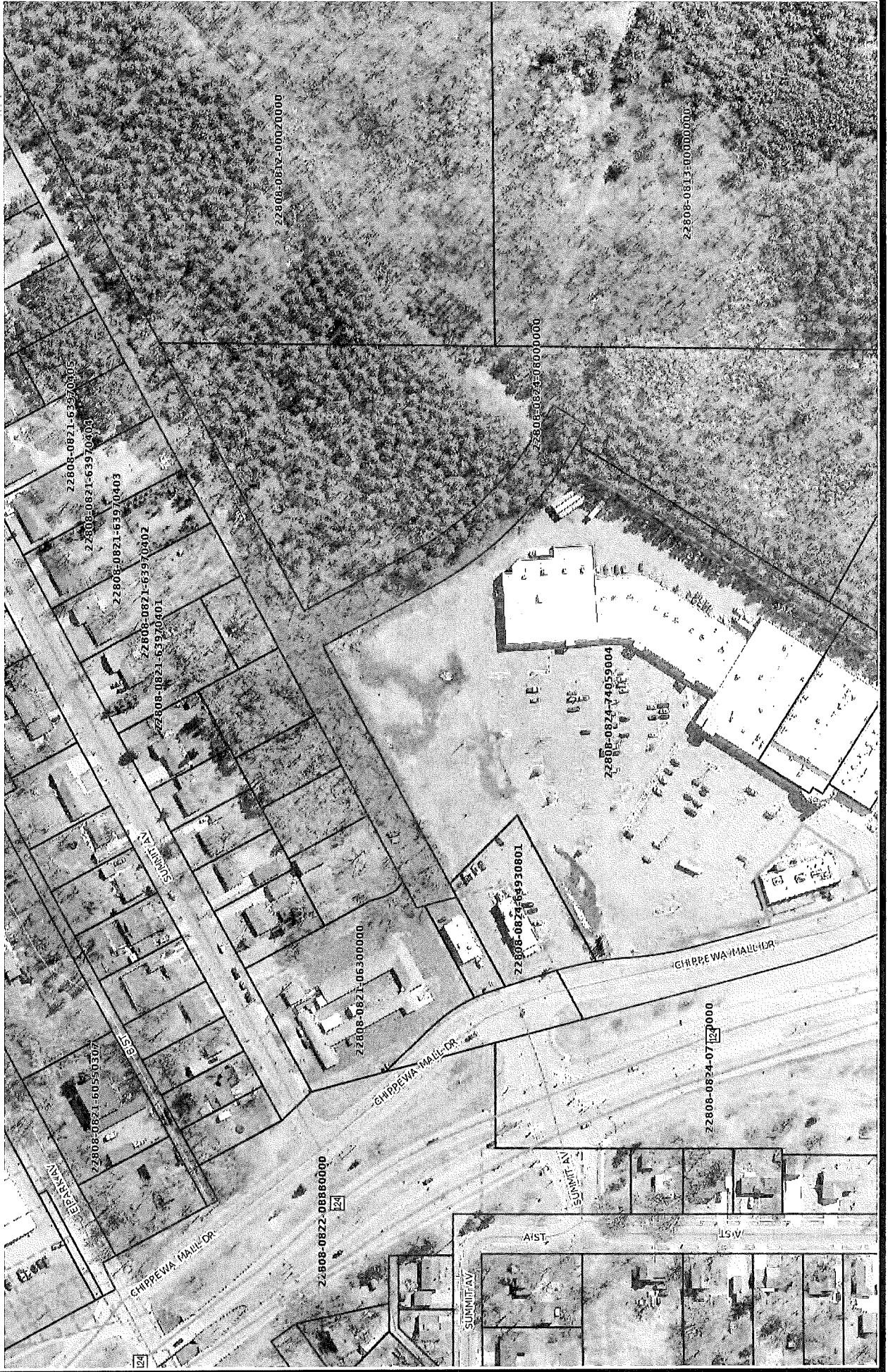
NO. DATE		REVISIONS		DRAFTED BY		DESIGN BY		CHECKED		PROJ. NO. 23078		 ADVANCED ENGINEERING CONCEPTS 1200 W. WISCONSIN AVE. EAU CLAIRE, WI 54601 715-832-0330 PROJECT 2024 - AEC LLC.		NORTHERN LIGHTS APT. PEDESTRIAN PATH EXHIBIT NOT TO SCALE		NORTHERN LIGHTS CAPITAL INVESTMENT PARTNERS LLC 1000 W. CHIPPWEA FALLS, WI 54729		DWG. NAME 23078 PATH		EX1	
																		DATE 06/2024		13	

Map

Printed 09/13/2024

Scale = 1:213'

CHIPPEWA COUNTY



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



Minutes

Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met on Wednesday, September 25, 2024 at 5:30 pm in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Jason Hiess, Heather Martell, and Scott Sullivan

Mayor/Other Council Members present:

Others present: Finance Manager/Treasurer Lynne Bauer; Fire Chief Jason Thom; City Clerk Bridget Givens; and those on the attached sign-in sheet.

Call to Order: 5:30 pm

1. Open Session

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

- a. 2025 EMS per capita rates; and to include Committee/Council Members, Mayor, City Attorney, Bauer, Givens, Thom, and associated township representatives; may return to Open Session for possible action on Closed Session item.**

Roll Call Vote: Aye – Martell, Sullivan, Hiess. Motion carried.

The Committee discuss Item (a) above.

Motion by Hiess/Sullivan to return to Open Session. All present voting aye, motion carried.

3. Adjournment.

Motion by Sullivan/Hiess to adjourn at 7:17 pm. All present voting aye, motion carried.

Submitted by:

Jason Hiess, Chair

Name

Municipality

Eric Nickson
Lawrence Frazer
Chuck Hebert
GARY LACARZ
Scott Schemenauer
Rick Schemenauer
Daniel Renschel
Larry Whelan
Fred Bohl
Adam Blaszkowski
Ken Beck
Luke Anderson
Stacy Steinke

Eagle Point
Eagle point
Eagle Point
Anson
Anson
Anson
TILDEN
Tilden
Tilden
Wheaton
Wheaton
Eagle point
Anson

Temporary Alcohol Beverage License

Municipality

License(s) Requested	Fees		
	<input checked="" type="checkbox"/> Temporary "Class B" Wine <input checked="" type="checkbox"/> Temporary Class "B" Beer	License Fees	\$ 10.00
		Background Check	\$
	Total Fees	\$ 10.00	

PAID
CITY OF CHIPPEWA FALLS
SEP 19 2024
CITY TREASURER
TR # 11802

Part A: Organization Information

1. Organization Name
McDonell Athletic Booster Club

2. Organization Permanent Address
1316 Bel Air Blvd

3. City
Chippewa Falls

4. State
WI

5. Zip Code
54729

6. Mailing Address (If different from permanent address)

7. FEIN

8. Date of Organization/Incorporation
50+ yrs

9. State of Organization/Incorporation
WI

10. Phone
(715) 723-9126

11. Email

12. Organization type (check one)
 Bona Fide Club Church Fair Association/Agricultural Society Veteran's Organization
 Lodge/Society Chamber of Commerce or similar Civic or Trade Organization under ch. 181, Wis. Stats.

13. Is this organization required to hold a Wisconsin Seller's permit? Yes No

14. Wisconsin Seller's Permit Number (If applicable)

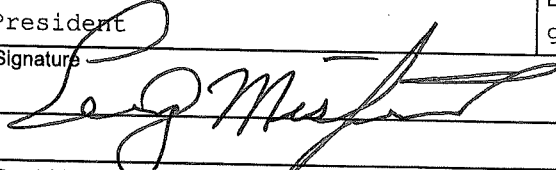
Part B: Individual Information

List the name, title, and phone number for all officers, directors, and agent of the organization. Include an Individual Questionnaire (Form AB-100) for each person listed below. Attach additional sheets if necessary.
Corporations must also include Alcohol Beverage Appointment of Agent (Form AB-101).

Last Name	First Name	Title	Phone
Misfeldt	Greg	President	(715) 379-2345
Wicken	Barb	Secretary	(715) 933-1410

Continued →

Part C: Event Information			
1. Name of Event (if applicable) Spirit of the Macks			
2. Dates of Operation 10/5/2024		3. Hours of Operation 6pm-12am	
4. Premises Address 1316 Bel Air Blvd			
5. City Chippewa Falls		6. State WI	7. Zip Code 54729
8. County Chippewa	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		10. Aldermanic District
11. Organizer of Event (if not the named applicant)		12. Email and/or Phone Number for Organizer of Event gmisfeldt@northwesternbank.com 7153792345	
13. Organizer Website mcdonellareacatholicsschools.org		14. Event Website	
15. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages and records are sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Commons and gym area of the school			

Part D: Attestation			
Who must sign this application? • one officer or director of the nonprofit organization			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant organization and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate according to the law, including but not limited to, purchasing alcohol beverages from Wisconsin-permitted wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name Misfeldt		First Name Greg	M.I. R
Title President	Email gmisfeldt@northwesternbank.com		Phone (715) 379-2345
Signature 		Date 09/18/24	

Part E: For Clerk Use Only	
Date Application Was Filed With Clerk 9/19/24	License Number
Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk	

REVIEWED: Lt. K. Bross #103, CEO
09-24-24

TIMBER SALE CONTRACT¹

This Contract is entered into by and between City of Chippewa Falls Parks, Recreation, and Forestry Department (Seller), and Midwest Hardwoods Company, d/b/a Buffalo Lumber and Tie, LLC, (Purchaser). Contact information is listed in par. 53 of this agreement.

The Seller hereby authorizes the Purchaser to enter upon the following described lands (the Premises) for purposes of cutting and removing timber marked or otherwise designated by the Seller:

County: Chippewa Town/City Name: City of Chippewa Falls

Town: 29N; Range: 08W; Section: 30; Legal Description(s): SW ¼

Town: 29N; Range: 08W; Section: 31; Legal Description(s): W ½

Those Premises are further described on the map(s) or diagram(s) attached to and made a part of this Contract.

FOR AND IN CONSIDERATION of the following terms and conditions the Seller and the Purchaser mutually agree:

CONTRACTING PARTIES

1. CONTRACTING PARTIES

- a. Seller and Purchaser. In this Contract, the Seller and the Purchaser include their respective officers, employees, agents, directors, partners, representatives, successors, heirs and members.
- b. Purchaser Ceases to Exist. If the Purchaser ceases to exist, in fact or by law, the Seller may terminate this Contract without waiving any remedies available to it and take all action necessary to assure its performance.
- c. Subcontracting. This Contract or work under it may not be assigned or subcontracted in part or in whole without prior written approval from the Seller and may be changed or amended only in writing. The Purchaser agrees to notify the surety, if any, of any such change or amendment.

ENTIRE CONTRACT

2. **ENTIRE CONTRACT.** This Contract, together with specifications in the request for bids as well as reference to parts and attachments, shall constitute the entire agreement and any previous communications or agreements pertaining to this Contract are hereby superseded. Any amendments to this Contract shall be in writing, signed and dated by both parties.
3. **ATTACHMENTS.** Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including:
 - a. Map(s) or Diagram(s) of Sale Area;
 - b. Timber Sale Prospectus Used For Bid Solicitation;
 - c. Bid Submittal from Buffalo Lumber and Tie Co.

CONTRACT PERFORMANCE, PERIOD, EXTENSIONS AND TERMINATION

4. PERFORMANCE

- a. Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required under it.
- b. Contract Oversight. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified in par. 5. The Purchaser shall notify the Seller or the Seller's Agent 36-48 hours prior to commencing harvest of the timber designated herein and upon completion of the cutting. In the event that the harvest is temporarily discontinued for more than one week, the Purchaser agrees to notify the Seller or the Seller's Agent Dahlby Conservation Services LLC (Agent's name) both upon discontinuance and resumption of harvest. Notification under this paragraph may be made by telephone to (715) 456-6458 (phone number). The Seller or the Seller's Agent may require an onsite meeting before commencement of harvesting.
- c. Inspection. The Seller retains the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this Contract the Seller shall promptly notice the Purchaser. Upon notice from the Seller, the Purchaser shall promptly take measures to remedy the violation.
- d. Access. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with this Contract and may not authorize access or use to others except for the sole purpose of performing this Contract.

5. CONTRACT PERIOD

- a. All work under this Contract shall be completed between the signing of the Contract by both Parties and April 1st, 2025 (Contract ending date), FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.

¹ Where options are listed with "OR", strike the option(s) that does not apply.

- b. The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or at other reasonable² times upon notice to the Purchaser or other persons operating on the sale area under this Contract with subsequent equitable adjustment of this Contract as mutually agreed upon by the parties.
6. **CONTRACT EXTENSIONS.** If extensions of this Contract are deemed reasonable by the Seller, the stumpage price agreed upon herein shall be adjusted as follows:
- a. Wood harvested after April 1st, 2025 will be subject to a 10% stumpage increase.
- b. Other applicable charges or fees: none.
7. **TERMINATION.** The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach. Upon such notice, the Purchaser shall cease all operations on and immediately leave, and not return to, the Seller's property unless otherwise provided by the Seller.

DOWNPAYMENT, BOND, REMEDIES AND DAMAGES

8. **DOWNPAYMENT.** The Purchaser has given the Seller a down payment in the form of cash, a certified check, or other form acceptable to the Seller in the amount of \$ 0.00 to commit to completion of the timber sale in a timely manner as specified in the Contract. The down payment will be applied to the initial haul tickets issued for cordwood.
9. **BOND.**
- a. A performance bond made payable to Dahlby Conservation Services, LLC. in the amount of \$ 15,000.00 , in cash, by surety bond, or in any other form accepted by the Seller, shall be submitted by the Purchaser, prior to commencement of on-site operations, to be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction. Failure to submit the bond shall be considered a breach of this Contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination that a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of the breach of the Contract. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the Seller.
- b. The Purchaser agrees that the performance bond may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction and the Seller determines the performance has been so completed. If the Seller determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond may be retained by the Seller until the Seller can determine damages caused by the lack of performance. Only in the event the Purchaser provides written notice of sale completion to the Seller shall the Seller have sixty (60) days to determine that performance has been completed as required under this Contract
10. **REMEDIES.**
- a. If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, unreasonably damaged or removed by the Purchaser, the Seller may pursue any and all remedies for the unlawful use of the Seller's property and the cutting, unreasonable damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property, in addition to any Contract remedies for breach.
- b. If the Seller or Purchaser seeks damages for breach of this Contract through court proceedings, and if either party prevails in such proceedings, in whole or in part, then the non-prevailing party agrees to pay all of the prevailing party's actual and reasonable expenses, including attorneys and expert witness fees.
- c. The Seller agrees to mitigate the damages for breach by offering the timber for resale if it determines the timber is saleable based upon its volume or quality.
- d. The Seller may, when it deems it reasonable and in the best interest of the Seller, allow the Purchaser to continue performance under the Contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the Seller for the timber or other forest products cut, removed or damaged without authorization under or in violation of this Contract. The Seller's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the Seller and shall not be construed as or held to be in the nature of a penalty.
11. **DAMAGES.** The damages to be paid to the Seller upon the Purchaser's failure to perform this Contract include, but are not limited to:
- a. The difference between the Purchaser's bid value of timber not cut and removed under this Contract and the value returned to the Purchaser. The Seller agrees to mitigate the damages for breach by offering the timber for resale within 12 months if the Seller determines the timber is salable based upon its volume or quality.

² "Reasonable" in this contract is defined as fair, proper, just, moderate, and suitable under the circumstances, not arbitrary or capricious.

- b. Triple average stumpage rate established in NR 46.30, Wisconsin Administrative Rules, for timber cut, removed or unreasonably damaged without authorization under or in violation of this Contract. The Seller's decision to assess triple damages as provided here and to allow the Purchaser to continue performance under this contract shall not be construed as a waiver of other contract performance requirements.
- c. All costs of sale area cleanup or completion of performance not completed by the Purchaser.
- d. All costs of resale of timber not cut and removed as required under this Contract.
- e. The Purchaser agrees that if the timber identified in this Contract for cutting is to be resold due to a breach of this Contract, the Seller is not obligated to give oral or written notice to the Purchaser of the resale.
- f. Additional damage provisions:

None

PRODUCTS TO BE REMOVED

- 12. No forest products may be removed from the Premises until the Purchaser pays for the products or guarantees payment for the products to the satisfaction of the Seller.
- 13. Title to stumpage and any forest products cut under this Contract shall remain with the Seller until payment is received. Title to stumpage and cut products that are not cut and removed before the end of the Contract period, even though paid for, shall revert to the Seller, and the Seller shall be under no obligation to return payments to the Purchaser.
- 14. During the period of this Contract, the Purchaser is authorized and shall cut, remove and pay for the timber or forest products marked or designated as follows:
See Attached Timber Sale Prospectus. Utilization of cordwood is expected to a 4" diameter.

SALE TYPE, SCALING, HAULING AND PAYMENTS

- 15. **SALE TYPE**

MILL SCALED PRODUCTS SALE: The payment as established by the Price per Unit in Par. 17 shall be based on sawtimber, bolts, or cordwood as measured by product dimensions. Hardwood less than 10.6 inches in diameter at the small end of the log, inside the bark (d.i.b.), shall be measured as cordwood or bolts and 10.6 inches or greater d.i.b. as sawtimber. All pine will be measured in as cords. Volume (or weight of cordwood) shall be measured by the primary processing facility (the Mill or its agent) to whom the Purchaser delivers the product and to whom the cut product is sold. The volume of sawtimber shall be measured using Scribner Decimal C scale.

- 16. **HAULING PROCEDURE AND PAYMENT SCHEDULE FOR SCALED SALES**

Dahlby Conservation Services, LLC. will provide a 3-part haul ticket system to keep a record of each load removed. Failure, by the Purchaser, to keep a record of any load and its destination shall be a violation of this Contract and considered theft. Payments shall be made according to the following schedule.

17. **TIMBER PRODUCTS TABLE**

The Purchaser agrees to pay the Seller the unit price for the volume of product by species that is harvested.

Species/Product	Units	Est. Volume	Bid Price/unit
Red Maple Logs	MBF	112	\$280.00/MBF
Oak Other Logs	MBF	70	\$235.00/MBF
Pine Logs	MBF	50	\$75.00/MBF
White Oak Logs	MBF	5	\$335.00/MBF
Ash Logs	MBF	10	\$185.00/MBF
Basswood Logs	MBF	2	\$15.00/MBF
Black Cherry Logs	MBF	2	\$185.00/MBF
MX Logs	MBF	2	\$100.00/MBF
MX Hardwood Bolts	Cords	90	\$30.00/Cord
Pine Bolts	Cords	48	\$25.00/Cord
Aspen Bolts	Cords	200	\$30.00/Cord
Red Maple Pulp	Cords	150	\$5.00/Cord
Oak Pulp	Cords	150	\$5.00/Cord
Pine Pulp	Cords	36	\$4.00/Cord
Aspen Pulp	Cords	210	\$5.00/Cord
Basswood Pulp	Cords	24	\$2.00/Cord
Black Cherry Pulp	Cords	24	\$10.00/Cord
MX Pulp	Cords	36	\$5.00/Cord
Total Bid----->			\$68,745.00

18. **Payment for Sawtimber.** Volumes shall be determined using the Scribner Decimal C system. The Purchaser agrees to make payment for sawlogs within 30 days of delivery to the receiving mill. The purchaser will include copies of mill scale slips with payment. Interest on past due sawlog balances will begin to accrue on the 31st day after the delivery date at a rate of 18% per year (or 0.049% per day).
19. **Payment for Cordwood.**
- a. Cord means 128 cubic feet³ of wood, air and bark assuming careful piling. Peeled cordwood shall be converted to standard cords using the Wisconsin DNR conversion specifications published in chapter NR 46.30 (1) (d), Wisconsin Administrative Code.
 - b. The Purchaser agrees to make payment for cordwood within 30 days of delivery to the receiving mill. The purchaser will include copies of mill scale slips with payment. Interest on past due cordwood balances will begin to accrue on the 31st day after the delivery date at a rate of 18% per year (or 0.049% per day).
20. For Products measured by weight but paid for by cord the weights shall be converted to standard cords using the Wisconsin DNR conversion specifications published in chapter NR 46.30 (1) (g)
21. The volumes of timber indicated in this Contract or other appraisal or cruise documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area.

UTILIZATION AND OPERATIONS

22. **STUMP HEIGHT; TOPS.** Tree stumps shall be cut as close to the ground as practical, otherwise maximum stump height shall not exceed stump diameter; and for stumps ten or more inches in diameter, stumps shall not exceed ten inches in height. For sales including cordwood products, trees shall be utilized to a 5" minimum top diameter. Title to tops shall remain with the Seller and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this Contract.

³ Mills may measure cordwood with a 4" trim allowance, resulting in 133 cubic feet.

23. **WASTE.** The Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller or adjoining land used in conjunction with the harvest and use reasonable care not to damage trees not designated or marked for cutting. Young trees bent or held down by felled trees shall be promptly released.
24. **ZONE COMPLETION.** The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the Seller.
25. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the diggers hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.
26. **ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs).**
- When not otherwise designated by the Seller, the location of roads, landings, mill sites and campsites on Seller's property are subject to advance approval and under the conditions established by the Seller. All restoration, cleanup or repair of roads, bridges, fences, gates, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the reasonable satisfaction of the Seller, is the responsibility of the Purchaser.
 - Logging debris accumulated at landing areas shall be scattered within the sale area to the reasonable satisfaction of the Seller.
 - Berms constructed on the Seller's property shall be leveled to restore the area to the Seller's satisfaction unless they are constructed at the direction of the Seller under sub d.
 - Roads and landings shall be graded or closed upon the request of and to the Seller's satisfaction upon completion or termination of this Contract.
 - Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.):
Roads will be graded free of ruts and ponded water. Roads will be seeded to grass mix approved by Landowner.
 - The Purchaser agrees to comply with the Best Management Practices (BMP) guidelines as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, publication FR-093. Identify BMPs of particular concern:
None
 - The Purchaser agrees to take precautions to prevent the spread of invasive species as described in Wisconsin Department of Natural Resources' invasive species guidelines. Identify species and actions of particular concern:
None

27. **SOIL DISTURBANCE AND RUTTING**
- The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.
 - Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

Table 1. Thresholds for soil disturbances.

<u>Timber Sale Infrastructure</u>	<u>Soil disturbances are excessive if:</u>
<u>Roads, Landings, Skid Trails, and General Harvest Area</u>	<ul style="list-style-type: none"> ▪ <u>A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.</u> ▪ <u>In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more.</u>
<u>Roads, Landings, and Primary Skid Trails</u>	<ul style="list-style-type: none"> ▪ <u>In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.</u>
<u>Secondary Skid Trails and General Harvest Area</u>	<ul style="list-style-type: none"> ▪ <u>A gully or rut is 6 inches deep or more and 100 feet long or more.</u>

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.

- Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.
- Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):
(1) repair of soil disturbance or rutting on trails used for skidding

28. **OTHER APPROVALS.** Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.
29. **SURVEY MONUMENTS.** The Purchaser agrees to comply with s. 59.635, Wis. Stats., regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.
30. **FOREST FIRE PREVENTION.** The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:
- a. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each offroad logging vehicle.
 - b. All chainsaws and all nonturbocharged offroad logging equipment used in the operation shall be equipped with spark arrestors that have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.
 - c. If a fire occurs, the Purchaser agrees to promptly report the fire and cooperate in the control and suppression of the fire.
 - d. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.
 - e. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss. 26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.
 - f. Other:
None
31. **SLASH REMOVAL.** Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows:
- a. Slash falling in any lake or stream, in a rightofway or on land of an adjoining landowner shall be immediately removed from the waters, rightofway or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.
 - b. Other:
Additional Considerations As Listed in Bid/Proposal Form
32. **CLEANUP AND USE OF SALE AREA.**
- a. The Purchaser shall remove equipment, tools, solid waste and trash remaining on the sale area or Seller's property or adjoining land used in conjunction with the harvest upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the Seller.
 - b. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller.
33. **HAZARDOUS MATERIALS.** The Purchaser agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic fuel and diesel fuel. Any onsite spillage must be properly reported, removed and cleaned up by the Purchaser in accordance with applicable statutes and rules of the State of Wisconsin.
34. **ADDITIONAL UTILIZATION AND OPERATION REQUIREMENTS AND INSTRUCTIONS:**
- a. Between April 15 and August 15 all pine products must be removed from the site within two weeks, regardless of when they were harvested.
 - b. Oak wilt prevention: where oak trees are present, no cutting is allowed between April 15 and July 15.

NOTICE OF INTENT TO CUT AND COMPLIANCE WITH LAWS

35. **SECTION 77 NOTICE AND REPORT.** The Seller shall file required cutting notices and cutting reports to the responsible DNR forester for lands that are under the Forest Crop Law and Managed Forest Law programs.
36. **SECTION 26 NOTICE.** The Seller shall file a declaration annually⁴ with the county clerk in any manner acceptable to the county of his or her intentions to cut forest products pursuant to section 26.03, Statutes, and comply with all other notice requirements, laws and ordinances with respect to work under this Contract.
37. **OTHER PERMITS.** The Seller and Purchaser shall work together on acquiring other necessary permits (such as wetland or stream crossing permits).
38. **APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. The Purchaser shall at all times comply with all federal, state, and local laws, ordinances and regulations in effect during the Contract period.

TITLE, BOUNDARY LINES AND ACCESS

39. **TITLE.** The Seller warrants that the Seller has clear and unencumbered title to the stumpage subject to this Contract.

⁴ County cutting notices expire by law on December 31 and so must be renewed annually.

40. **BOUNDARY LINES.** The Seller guarantees to have the boundaries marked with paint or other suitable means before any timber is harvested.
41. **ACCESS.** The Seller agrees to secure entry and right-of-way to the Purchaser on and across the area covered by this Contract, including access via land owned by a third-party if necessary.

LIABILITY AND INSURANCE

42. The Purchaser agrees to protect, indemnify and save harmless the Seller and the Seller's employees and agents from and against all causes of action, claims, demands, suits, liability or expense by reason of loss or damage to any property or bodily injury to any person, including death, as a direct or indirect result of timbering operations under this Contract or in connection with any action or omission of the Purchaser, who shall defend the Seller in any cause of action or claim.
43. Unless the Purchaser is exempted by the Seller from this coverage requirement as an independent contractor, as defined in s. 102.07(8)(b), Stats., and as determined by the Seller based on an affidavit submitted to it, the Purchaser agrees to elect to maintain worker's compensation insurance coverage for the cutting operation under this Contract and any and all employees engaged in cutting on the Seller's land during the period of this Contract regardless of any exemptions from coverage under chapter 102, Wis. Stats. The Purchaser must provide an original certificate of insurance naming the Seller as a certificate holder so the insurance carrier can notify the Seller should the insurance expire.
44. The Purchaser agrees to furnish the Seller with a certificate of public liability insurance covering the period of logging operations on the Seller's property for:
 - a. \$1,000,000 single limit liability for personal injury or \$1,000,000 bodily injury per person and \$1,000,000 per occurrence; and
 - b. \$100,000 property damage.
45. The Purchaser shall notify the Seller in writing, immediately upon any change in or cancellation of insurance coverage required by this Contract.
46. The Purchaser is an independent contractor for all purposes including Worker's Compensation and is not an employee or agent of the Seller. The Seller agrees that the undersigned Purchaser, except as otherwise specifically provided herein, shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder. The Seller reserves the right only to inspect the job site for the sole purpose of insuring that the cutting is progressing in compliance with the cutting practices established under this Contract. The Seller takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or its employees. The Seller further agrees to exercise no control over the selection and dismissal of the Purchaser's employees.
47. **OSHA COMPLIANCE, DANGER TREES.** The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements. Notwithstanding OSHA regulations, the Purchaser agrees to apply appropriate safety precautions.
48. **ACTS OF GOD.** Neither party shall be liable for defaults or delays due to acts of god or the public enemy, acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other in writing of the cause of such delay within five days after the beginning thereof. If such uncontrollable circumstances continue for 30 days and prevent either party from complying with the terms of this agreement, either party shall have the option of terminating upon ten days notice to the other.

TRAINING

49. **TRAINING REQUIREMENT.** The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this Contract holds a current logging safety training certificate issued by the Forest Industry Safety & Training Alliance (FISTA) or equivalent safety training acceptable to the seller. Purchaser agrees to provide documentation to Seller that training has been attained prior to initiating sale.
50. **APPROVED CUTTING NOTICE.** In the event that land management area encompassed by this timber sale participates in the Wisconsin Managed Forest Law Certified Group, the Seller agrees to provide the Purchaser with a copy of the Wisconsin DNR approved Cutting Notice (DNR Form 2450-32).

CONTACT INFORMATION

51. CONTACT INFORMATION:

(Note: Separate from this form, the Seller and Purchaser are encouraged to provide one another with their Social Security Number or Federal Employer ID Number, needed to file tax returns or other financial documents.)

Seller Contact Information:	Purchaser Contact Information:
Chippewa Falls Parks, Rec, Forestry Director John Jimenez 30 W. Central St. Chippewa Falls, WI 54729 715-723-0051 jjimenez@chippewafalls-wi.gov	Buffalo Lumber & Tie Co. Attn: David Kulesa 52941 Indian Creek Road P.O. Box 157 Fountain City, WI 54629 (608) 863-0794 davidkulesa@midwesthardwood.com

We have read and understand the entire Contract comprised of 8 pages plus attached timber sale prospectus and map.

SELLER

Date _____ by _____

PURCHASER

Date _____ by _____

Timber Sale Proposal/Bid Form Information, Prospectus, and Map
(On Following Pages)

BUFFALO LUMBER VTE

Bid/Proposal Form For Irvine Park Forest Health Thinning - 154 acres - Chippewa Falls

Please Print Name of Bidder Here:

Please fill in Bid Price(s) in table

Species/Product	Units	Est. Volume	Bid Price/unit
Red Maple Logs	MBF	112	\$2.80/MBF
Oak Other Logs	MBF	70	\$2.35/MBF
Pine Logs	MBF	50	\$2.20/MBF
White Oak Logs	MBF	5	\$3.35/MBF
Ash Logs	MBF	10	\$1.95/MBF
Basswood Logs	MBF	2	\$1.5/MBF
Black Cherry Logs	MBF	2	\$1.85/MBF
MX Logs	MBF	2	\$1.05/MBF
MX Hardwood Bolts	Cords	90	\$30/cord
Pine Bolts	Cords	48	\$25/cord
Aspen Bolts	Cords	200	\$30/cord
Red Maple Pulp	Cords	150	\$5/cord
Oak Pulp	Cords	150	\$5/cord
Pine Pulp	Cords	36	\$4/cord
Aspen Pulp	Cords	210	\$5/cord
Basawood Pulp	Cords	24	\$9/cord
Black Cherry Pulp	Cords	24	\$10/cord
MX Pulp	Cords	36	\$5/cord
Total Bid			\$68,743

PLEASE NOTE!!!!!! All volumes listed above are estimates and assume that all portions of the marked trees (> 4" in diameter) will be merchantable.

Questions to be answered by Bidders and submitted with Bid/Proposal: (add extra sheet(s) if necessary)

- Are you able to commit to completion of this project between October 2024 and Spring Breakup 2025? YES If not, are you able to commit to completion of this project between October 2025 and Spring Breakup 2026? YES
- What is the approximate duration of time required to complete cutting, processing, forwarding, and trucking?
ROUGHLY 2 MONTHS
- What type of harvesting equipment do you anticipate deploying for this project? (circle all that apply)

Feller Buncher, how many _____?	Cable Skidder, how many _____?
Processor, how many _____?	Hand Cutter, how many _____?
Forwarder, how many _____?	Slasher
Grapple Skidder, how many _____?	Chipper or Grinder
- Do you propose to utilize wood down to a minimum diameter of 4"? YES If not, please describe how you anticipate utilization and/or treatment of wood less than 8" minimum diameter.
- Do you have ready access to at least 12 timber mats if needed to cross dry washes or stream channels? YES

WE WORK DILIGENTLY WHILE HARVESTING TO MAKE SURE THE PARK AESTHETICS WOULD BE UP TO PAR POST HARVEST. THE CREW WOULD SLASH MATS THE SKID ROADS IN THE WOODS TO PREVENT RUTTING/COMPACTED

Bid/Proposal Form For Irvine Park Forest Health Thinning ~ 154 acres – Chippewa Falls

Please Print Name of Bidder Here: _____

Please fill in Bid Price(s) in table

Species/Product	Units	Est. Volume	Bid Price/unit
Red Maple Logs	MBF	112	
Oak Other Logs	MBF	70	
Pine Logs	MBF	50	
White Oak Logs	MBF	5	
Ash Logs	MBF	10	
Basswood Logs	MBF	2	
Black Cherry Logs	MBF	2	
MX Logs	MBF	2	
MX Hardwood Bolts	Cords	90	
Pine Bolts	Cords	48	
Aspen Bolts	Cords	200	
Red Maple Pulp	Cords	150	
Oak Pulp	Cords	150	
Pine Pulp	Cords	36	
Aspen Pulp	Cords	210	
Basswood Pulp	Cords	24	
Black Cherry Pulp	Cords	24	
MX Pulp	Cords	36	
Total Bid----->			

PLEASE NOTE!!!!!!! All volumes listed above are **estimates** and assume that all portions of the marked trees (> 4" in diameter) will be merchantable.

Questions to be answered by Bidders and submitted with Bid/Proposal: (add extra sheet(s) if necessary)

1. Are you able to commit to completion of this project between October 2024 and Spring Breakup 2025? _____. If not, are you able to commit to completion of this project between October 2025 and Spring Breakup 2026? _____.

2. What is the approximate duration of time required to complete cutting, processing, forwarding, and trucking?
_____.

3. What type of harvesting equipment do you anticipate deploying for this project? (circle all that apply)

Feller Buncher, how many _____?
Processor, how many _____?
Forwarder, how many _____?
Grapple Skidder, how many _____?

Cable Skidder, how many _____?
Hand Cutter, how many _____?
Slasher
Chipper or Grinder

4. Do you propose to utilize wood down to a minimum diameter of 4"? _____. If not, please describe how you anticipate utilization and/or treatment of wood less than 8" minimum diameter.

5. Do you have ready access to at least 12 timber mats if needed to cross dry washes or stream channels? _____
6. Please feel free to describe any factors that you believe make your operation especially well suited to complete this project.

Irvine Park Forest Health Thinning ~ 154 acres – Chippewa Falls: Information For Bidders

Location:

The site is located in the southeast corner of the intersection of Chippewa County Highways Q and S. A map is attached.

The primary objectives of the timber harvest operation are to:

1. Improve and maintain the health of native tree species.
2. Reduce safety risks and maintenance liabilities associated with wind/storm damage.
3. Remove ash trees infested by the Emerald Ash Borer.
4. Promote long-lived tree species that can achieve relatively large diameter and height.
5. Maintain a high aesthetic within the park through careful management of logging residue (i.e. slash).

General Information about the Anticipated Harvest Operation:

Tree length skidding and whole tree utilization proposals may be considered. Bidders proposing this type of harvest operation and utilization should contact Dahlby Conservation Services, LLC., prior to bidding, to discuss completion of the bid form and other factors.

When considering bids, the City may give priority to bidders that commit to completing the project within the shortest timeframe. Therefore, the City may accept a bid that is not the highest but that one that it considers to be in the best interest of the City.

Financial Assurance: A performance bond in the amount of \$ 15,000 is required within 30 days of Contract signing or upon commencement, whichever comes first. Checks, Letters of Credit, or Bonds are acceptable. Checks will be cashed.

Stumpage Payments: No down payment is required. Stumpage payments will be based on mill scale. A three-part haul ticket system will be used.

The Forester will invoice the logger at 14-day intervals. The first invoice will be sent 14 days after the first load has been hauled. All invoices will require payment within 14 days. In the event that the Forester has received mill slips at the time of invoicing, billing will be based on actual yield. For loads that have been hauled but have not yet been accounted for with a mill receipt, the Forester will assume that all loads of pulp or bolts contain 12 cords and that all loads of logs contain 4 MBF. A final reconciliation will be completed upon completion of the timber sale to confirm that the actual yield of all loads hauled has been accounted for and that payment/billing is accurate.

Slash: Aesthetics is a major concern for Park Staff and Board Members. Tops and limbs that are hung up in retained trees must be limited to the greatest extent practicable. Loping slash to within 3 feet of the land surface is required. Efforts should be made to keep slash at least 10 feet from roads and trails.

Hauling: It is anticipated that all loaded trucks will exit the site onto County Highway Q or County Highway S, with the exception of wood that is cut on the east side of Duncan Creek.

Progression of Harvest Operations: Given the potential need for hand cutting throughout much of the site, there is no expectation that the harvest be completed in zones. It is assumed that as many trees as possible will be mechanically harvested and that large trees that require hand cutting will be felled after smaller trees have been cut, processed, and forwarded.

Asphalt Roads: Rubber-tired equipment can be operated on blacktop roads, however metal tracks are not allowed on any paved areas within Irvine Park. Whole tree and/or pole skidding will be allowed on the paved roads if it can be done without damage to roads. Decking wood along the road and loading log trucks on the road will be allowed.

Locations of road-side wood piles must be approved in advance by the attending Forester. Roads must remain free of debris. Park Staff or their Forester will be responsible for periodic sweeping of the roads and snow removal, if necessary.

Mulched Trails (used for skiing and hiking): Equipment operation on the trails covered with mulch is expected. Slash may be needed on select trail segments during operations to avoid rutting and compaction. These trails will need to be free of all slash, fine debris, and ruts when the harvest operation is complete. The logging operation will not be required to replace mulch, although grading may be required.

Narrow Dirt Trails (used for hiking and snowshoeing): The relatively narrow, unmulched/developed trails within the woods will be marked with ribbon by the Forester. All slash must be removed from these trails when the harvest is complete. It is not expected that all fine woody debris be removed from these trails. Grading is not anticipated. In the event of significant tire marks (from turning or multiple crossings, the logger will be expected to smooth the marks.

Bridges: No mechanical operation is allowed on bridges.

Wetlands and Stream Channels: No operation in wetlands is allowed. It is expected that there are merchantable ash and marked trees, within wetlands, that can be harvested without the need for equipment operation in the wetland. The bed and bank of dry washes and/or streams must be protected with slash, poles, or mats at crossing locations.

Cutting Instructions: (Please see attached map)

- ❖ Blue paint marks were used to identify the property boundaries.
- ❖ Red paint marks were used to identify clearcut boundaries and leave trees within the clearcut areas.
- ❖ Orange paint marks were used to identify trees to be cut within the selection harvest area.

Clearcut (~ 5 acres): Outlined in red on the map. Outlined with red paint marks on site. Cut all trees greater than 1" in diameter; But do not cut any boundary trees, conifers, snags or leave trees painted with thin, red bands.

Selective Thinning (~ 135 acres): Outlined in green on the map. Cut all trees marked with orange paint. Do not cut any trees that are painted red along the edge of the clearcuts or blue property boundary trees. Cut all merchantable ash, marked or unmarked.

Questions about this project should be directed to:

Mike Dahlby
Dahlby Conservation Services, LLC.
(715) 456-6458
dahlbycs@gmail.com

< Timber sale map on next page >

Irvine Park - Timber Sale Map

