

***AMENDED AGENDA FOR REGULAR MEETING OF COMMON COUNCIL**

To be held on Tuesday, July 21, 2015 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of July 7, 2015.
3. **PERSONAL APPEARANCES BY CITIZENS** No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
 - (a) Presentation from John Walton of Advanced Laser Machining.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of July 13, 2015.
 - (b) Consider Plan Commission minutes of July 13, 2015.
 - (c) Joint Review Board minutes of July 13, 2015. *(minutes to be distributed prior to meeting)*
 - (d) Business Improvement District Board of Directors minutes of July 15, 2015. *(minutes to be distributed prior to meeting)*
 - (e)** Determine time for Special Council Meeting on July 28, 2015.
7. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
 - (b) Consider Application for Temporary Class "B" Beer Retailer's License from the Church of Notre Dame for the Notre Dame Parish Picnic to be held on August 15 - 16, 2015 at 117 Allen Street.
 - (c) Consider Application for Class "E" Dance and Live Music License from Msgr. Mark Pierce for 117 Allen Street on August 15, 2015.
 - (d) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the Beyond Boomers Class Reunion Association for the Beyond Boomers Class Reunion to be held at the Northern Wisconsin State Fairgrounds, 225 Edward Street, on August 8 - 9, 2015.
 - (e) Consider Application for Class "E" Dance and Live Music License from the Beyond Boomers Class Reunion Association for 225 Edward Street on August 8, 2015.
 - (f) Consider Original Alcohol Beverage Retail License Application from Walgreen Co., Steven Naumann, Agent, for a "Class A" Intoxicating Liquor License for Walgreens located at 849 Woodward Avenue.
8. **PETITIONS** - None
9. **MAYOR ANNOUNCES APPOINTMENTS** - None
10. **MAYOR'S REPORT** - None
11. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of July 9, 2015.
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of July 9, 2015.
 - (c) Special Park Board minutes of July 2, 2015.
 - (d) Park Board minutes of July 14, 2015.
 - (e) Library Board minutes of June 10, 2015
12. **REPORT OF OFFICERS** - None

13. ORDINANCES

(a) First Reading of Ordinance #2015-15 Entitled: An Ordinance Amending the Animal Care Code Section, § 12.11 of the Chippewa Falls Municipal Code to Better Specify the Onus for Compliance Where an Animal has Been Declared Dangerous.

(b) First Reading of Ordinance #2015-16 Entitled: An Ordinance Amending the Failure to License Dogs and Cats Code Section, § 12.11(20)(B) of the Chippewa Falls Municipal Code to Allow for Ordinance Citing and Later Dismissal.

14. RESOLUTIONS

(a) Consider Resolution #2015-31 Entitled: Preliminary Resolution Declaring Intent to Levy Special Assessments on Prairie View Road—Wisconsin Street/South Avenue and Prairie View Road—Gerald Street to West City Limits.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss/consider WISCORS Cooperative Agreement between the State of Wisconsin Department of Transportation and the City of Chippewa Falls.

(b) Discuss/consider Agreement for Bidding and Construction-Related Services with Strand Associates for Screening, Dewatering and Hauled Waste Improvements at the Wastewater Treatment Plant.

16. CLAIMS

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

17. CLOSED SESSION

***(a) Closed Session** under WI Statutes 19.85(1)(e) for “deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session” to discuss potential site location acquisition for the new fire station.

May return to Open Session.

18. ADJOURNMENT

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

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

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on July 17, 2015 at 2:00 pm by *JLM*.

I, hereby, certify that an amended copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on July 20, 2015 at 1:20 pm.

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, July 7, 2015 in the City Hall Council Chambers. Mayor Gregory 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, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Assistant City Engineer Rob Krejci, Police Chief Wendy Stelter, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Monarski/Ford to approve the minutes of the Regular Council Meeting of June 16, 2015. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Mayor Hoffman presented Mike Hanke with a plaque honoring his years of service to the City as a Council Member.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Hull/Kiefer to approve the Board of Public Works minutes of June 22, 2015. **Roll Call Vote: Aye - Hull, Kiefer, King, Olson, Nadreau, Ford, Monarski. Motion carried.**

(b) Motion by Kiefer/Ford to approve the amended Plan Commission minutes of June 8, 2015. **All present voting aye, motion carried.**

APPLICATIONS

(a) Motion by King/Ford to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**

Motion by Kiefer/Monarski to consider items (b) - (k) in one motion. **All present voting aye, motion carried.**

Motion by Kiefer/Ford to approve items (b) - (k) as follows:

(b) Application for Temporary Class "B" Beer Retailer's License from St. Charles Borromeo Parish for the Celebration of Summer Picnic to be held on August 2, 2015 at McDonell Central High School, 1316 Bel Air Blvd.

(c) Application for Class "E" Dance and Live Music License from the St. Charles Borromeo Parish for 1316 Bel Air Blvd on August 2, 2015.

(d) Street Use Permit Application from the Chippewa Valley Cultural Association, Inc. for an Oklahoma Cookout to be held on July 19, 2015 from 9:00 am - 3:00 pm.

(e) Street Use Permit Application from Rock-n-Stone Inc. for the Rutledge Charity Building repairs beginning July 12 - August 12, 2015 between the hours of 7:00 am - 5:00 pm, Monday - Friday as needed.

(f) Street Use Permit Application from the Chippewa Falls Public Library for a Polka Man End of Summer Reading Program Party to be held on July 27, 2015 from 3:00 pm - 8:00 pm in the parking lot adjacent to the public library (W Central Street).

(g) Street Use Permit Application from Sweeney's Bar and Grill for a car show to be held on August 1, 2015 from 11:00 am - 4:00 pm on Canal St between Woodward Ave and Depot St.

(h) Request of Colleen Sweeney (Sweeney's Bar and Grill) for a temporary extension of premises in relation to her current Alcohol Beverage License Application for an event to be held on August 1, 2015 from 11:00 am - 4:00 pm.

(i) Application for Class "E" Dance and Live Music License from Colleen Johnson of Sweeney's Bar and Grill, for 201 E Canal St on August 1, 2015.

APPLICATIONS (cont.)

(j) Sidewalk Use Permit Application from Chippewa Falls Main Street for several business locations to participate in an event to promote the Duck Splash Festival from July 10 - August 10, 2015.

(k) Sidewalk Use Permit Application from the Friends of the Chippewa Falls Public Library to place a tent in front of the library for the Friends of the Library Book Sale on August 5 - 7, 2015.

All present voting aye, motion carried.

(l) **Motion by Hull/Kiefer** to approve the conditional surrender from Wayne Gazzo, Glenloch Saloon, LLC (Glenloch Saloon, 1300 Jefferson Ave) of his Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Wendy Scott, Glen Loch Roadhouse, LLC. **All present voting aye, motion carried.**

(m) **Motion by Olson/King** to approve the Original Alcohol Beverage Retail License Application from Glen Loch Roadhouse, LLC, Wendy Scott, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for Glen Loch Roadhouse, 1300 Jefferson Avenue. **All present voting aye, motion carried.**

(n) **Motion by Olson/Kiefer** to approve the Application for Class "C" Dance and Live Music License from Wendy Scott for the Glen Loch Roadhouse, 1300 Jefferson Avenue. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

COUNCIL COMMITTEE REPORTS

(a) **Motion by Kiefer/Monarski** to approve Committee #3 Transportation, Construction, Public Safety and Traffic minutes of July 1, 2015. **Roll Call Vote: Aye - Kiefer, Monarski, King, Hull, Olson, Nadreau, Ford. Motion carried.**

(b) **Motion by Ford/Hull** to approve the Committee of the Whole minutes of July 7, 2015. **All present voting aye, motion carried.**

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) The City Services Request Form of Rusty Volk of the Northern Wisconsin State Fair to use six bleachers from Casper Park from July 6 – 13, 2015 was discussed.

(b) The Resolution Regarding the Discontinuance of a Portion of West Haven Road was introduced.

(c) **Motion by King/Olson** to set a public hearing date on the passage of the Resolution introduced in (b) for August 18, 2015 at 6:30 pm at the Regular Meeting of the Chippewa Falls Common Council and direct that Notice of the Hearing be given in accordance with the provisions of §§ 66.1003 (4)(b) and 66.1003 (8), Wis. Stats. **All present voting aye, motion carried.**

(d) **Motion by Olson/Kiefer** to approve the Closing Statement for sale of surplus land near southeast area storm pond (Happy Tails Dog Park) and South Ave. **Roll Call Vote: Aye - Olson, Kiefer, King, Hull, Nadreau, Ford, Monarski. Motion carried.**

(e) **Motion by Olson/Monarski** to approve the Agreement with SEH for construction observation for the downtown parking lot projects. **Roll Call Vote: Aye - Olson, Monarski, Kiefer, King, Hull, Nadreau, Ford. Motion carried.**

CLAIMS

(a) Motion by King/Ford to approve the claims as recommended by the Claims Committee.

City General Claims:	\$283,615.04
Authorized/Handwritten Claims:	\$61,483.35
Department of Public Utilities:	<u>\$121,843.87</u>
Total of Claims Presented	<u>\$466,942.26</u>

Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.

(b) Motion by Monarski/Olson to refer the claim submitted by Ethel Yang, 58460 Lowes Creek Rd, Eau Claire to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by King/Ford to adjourn at 7:02 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 13, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 13, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Alderperson Paul Olson, Director of Public Works Rick Rubenzer and Finance Manager Lynne Bauer. Absent was Darrin Senn. Teri Ouimette, Director of Chippewa Falls Main Street and Chippewa Falls Main Street Board of Directors was also present at the meeting:

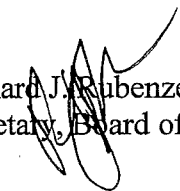
1. **Motion** by Bauer, seconded by Olson to approve the minutes of the June 22, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Main Street Director Teri Ouimette appeared to request that the water fountains on Bridge Street be removed. She handed out the attached pictures. Alderperson Olson stated that the fountains needed replacement because fountains and restrooms are the faces that welcome visitors to downtown Chippewa Falls. The Board discussed use of the existing fountains and also existing trash receptacles. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council authorize removing the downtown drinking fountains and investigate replacement of fountains and existing trash receptacles. **Voting aye were Hoffman, Rubenzer and Bauer. Voting nay was Olson. MOTION CARRIED on a 3-1 vote.**

3. The Board considered the attached project estimate for Prairie View Road from Gerald Street to the West City limits. Director of Public Works Rubenzer noted that he had incorrectly presented the estimate at the June 22, 2015 Board meeting. He noted that the project would be proposed to be funded from the State Street project bonded for 2015. State Street was postponed until 2016 and would have to be included in the 2016-17 bond cycle. **Motion** by Hoffman, seconded by Olson to recommend the Common Council include Prairie View Road from Gerald Street to West City limits in the 2015 Street Improvement Program and refer to Committee #1 for funding. **All present voting aye. MOTION CARRIED.**

4. The Board considered the attached WISCORS cooperative agreement between the State of Wisconsin Department of Transportation and the City of Chippewa Falls. Director of Public Works Rubenzer noted that numerous base stations were located around the state with the Chippewa Falls location being at the Southeast corner of Seymour Cray Sr. Boulevard and Park Avenue near the Water Utility Booster Station. Bauer noted that the water utility was responsible for electricity to power the continuous operation, (about 10 watts). Director of Public Works Rubenzer stated that the system had been installed around 2010 and that all users of the system were not charged a fee. Since that time WISDOT has determined a need to charge users. Since the City of Chippewa Falls is providing the property and space for a base unit, the City will continue to be granted a user license for free. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council approve the attached WISCORS cooperative agreement between the State of Wisconsin Department of Transportation and the City of Chippewa Falls and authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:58 P.M.


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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 22, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 22, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson Paul Olson.

1. **Motion** by Senn, seconded by Bauer to approve the minutes of the May 11, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered nominations for President.
Motion by Rubenzer, seconded by Bauer to nominate Mayor Hoffman for Board President. **All present voting aye. MOTION CARRIED.** Hearing no other nominations;
Motion by Rubenzer, seconded by Senn to close nominations and cast a unanimous ballot for Mayor Greg Hoffman for Board of Public Works President. **All present voting aye** except for Mayor Hoffman, who recused himself and abstained from the vote. **MOTION CARRIED.**
The Board considered nominations for Vice-President.
Motion by Hoffman, seconded by Bauer to nominate Darrin Senn as vice-president of the Board of Public Works. **All present voting aye. MOTION CARRIED.** Hearing no other nominations;
Motion by Hoffman, seconded by Bauer to close nominations and cast a unanimous ballot for Darrin Senn for Vice-President. **All present voting aye** except for Darrin Senn, who recused himself and abstained from the vote. **MOTION CARRIED.**

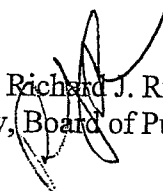
3. The Board of Public Works discussed the attached bids for the Spring Street Bridge rehabilitation. Two bids were received that were approximately double the engineers estimate. Director of Public Works Rubenzer that both bidders "mobilization" bids were extremely high but that other individual items on the proposals were close to the engineers estimate. Director of Public Works Rubenzer suggested that bidders were full up with bridge work and didn't really want additional work but stated at a minimum the project should be re-bid. He estimated that 1 ½ or 2 completely new bridges could be constructed for the low bid proposal price of rehabbing the existing bridge. Mayor Hoffman proposed closing the bridge to vehicular travel and allowing only pedestrian traffic. Director of Public Works Rubenzer noted the City would still be responsible for engineering costs to this point. He also stated the WisDOT had requested that the bids remain confidential so as not to affect a rebidding process.
Motion by Hoffman, seconded by Senn to re-bid the Spring Street Bridge rehabilitation project this fall and also investigate closing the bridge to vehicular traffic and only allowing pedestrian traffic. **All present voting aye. MOTION CARRIED.**

4. The Board considered two attached options for treatment of an approximately 250 foot section of Gerald Street from Prairie View Road to the south City limits:
 - 1) Overlay the segment with a thin hot mix asphalt layer.
 - 2) Rebuild the entire segment with storm sewer improvements and new base course and hot mix.Special Assessments would be required for option #2. After discussion;
Motion by Hoffman, seconded by Rubenzer to put in Stormwater infrastructure to correct drainage issues for the southern section approximately 150 feet south of Gerald Street to the south City limits and perform a thin hot mix asphalt overlay on the northern 150 feet. The storm water utility will fund the

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

improvements. **Voting aye were Hoffman, Rubenzer and Bauer. Senn recused himself and abstained from the vote. MOTION CARRIED.**

5. The Board considered the attached estimate for reconstructing Prairie View Road from Wisconsin Street to South Avenue. Director of Public Works Rubenzer noted that the storm water utility would pay for storm items on this segment and that the special assessments process would be used.
Motion by Hoffman, seconded by Rubenzer to recommend adding Prairie View Road from Wisconsin Street to South Avenue to the 2015 Street Improvement list and to refer the project funding to Committee #1. It was noted that there would be sufficient funds in the general obligation bond for 2014-15 in the State Street project account since State Street was postponed until 2016. **All present voting aye. MOTION CARRIED.**
6. The Board discussed the attached tentative final pay request and project summary for Daisy Street from Prairie View Road to Grant Street. DPW Rubenzer noted that the project had gone well and this was the project closeout other than a few minor touch up items. **No action taken.**
7. The Board discussed the attached real estate closing document for a parcel of surplus land along South Avenue near the Alexander Street Storm Pond and Happy Tails Dog Park. Wisconsin DOT is quit claiming the 0.18 acre parcel to the City of Chippewa Falls to be used for public purposes.
Motion by Hoffman, seconded by Senn to recommend the Common Council approve the attached real estate closing statement for a 0.18 acre parcel of surplus land along South Avenue to be used for public purposes and to authorize Mayor Hoffman to execute the said statement. **All present voting aye. MOTION CARRIED.**
8. The Board of Public Works discussed the attached Supplemental Letter of Agreement with S.E.H. for observation of construction services. DPW Rubenzer noted that items "a, e, f and g" would be handled by project manager Rob Krejci and weren't necessary. He added that there could be some assistance needed from S.E.H. for items "b, c and d", however the \$10,000 estimate should be reduced to \$2,000. Bauer added that any assistance from S.E.H. for items "b, c and d" should be by request for assistance only. Rubenzer noted approximate savings to the City of \$30,000 to \$40,000 by having Assistant City Engineer Krejci serve as project manager.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council approve the Supplemental Letter of Agreement with S.E.H. for observation of Construction Services in an amount not to exceed \$2,000 and striking items "a, e, f and g" from the document. **Voting aye were Rubenzer, Hoffman and Senn. Voting nay was Bauer. MOTION CARRIED.**
9. **Motion** by Senn, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.**
The Board of Public Works meeting adjourned at 6:30 P.M.


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

Chippewa Falls Main Street, Inc



Downtown Revitalization . Historic Preservation . Business Assistance

514 NORTH BRIDGE STREET . CHIPPEWA FALLS . WISCONSIN . 54729 . PHONE: 715-723-6661

May 29, 2015

City of Chippewa Falls,

Chippewa Falls Main Street is requesting the water fountains be removed from Bridge Street in downtown Chippewa Falls due to lack of use and poor appearance.

One of Main Streets missions is the revitalization of downtown Chippewa Falls. We continue to focus on beautifying and make a welcoming sight to visitors and locals by the use of decorative flower containers, colorful banners, upkeep of Harmony Courtyard and painting of existing benches. With this in mind we are requesting the City of Chippewa Falls remove the water fountains to further beautify our downtown.

We realize you need time to prepare and schedule the removal of the fountains.

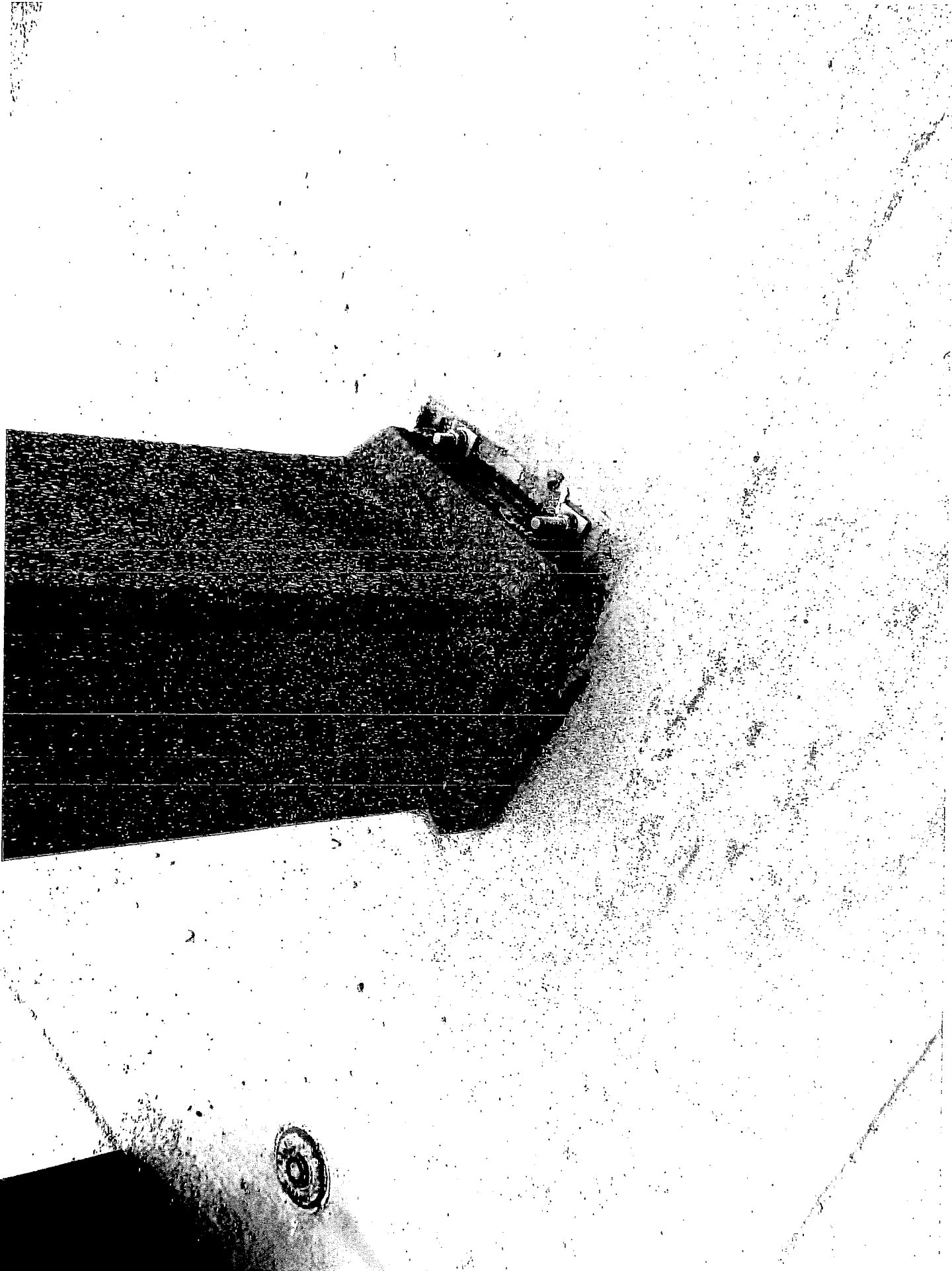
Thank you for your assistance.

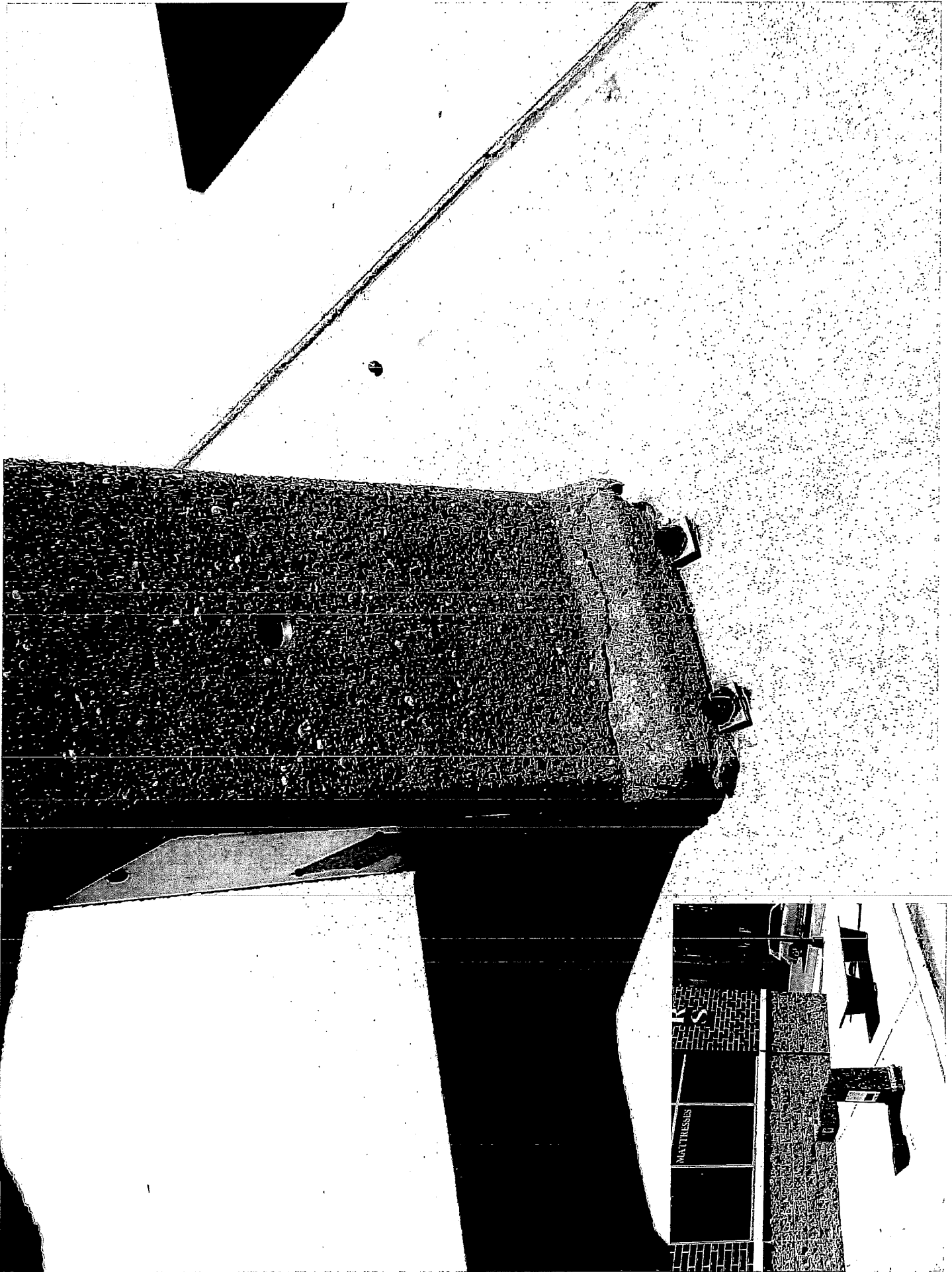
Sincerely,

Teri Ouimette

Director, Chippewa Falls Main Street and Chippewa Falls Main Street Board of Directors









ESTIMATE

Project: Prairie View Road (Gerald St. to SW approximately 1150 Feet)

Date: 6/19/2015 Completed By: RFK

CL Length = 1150 FT

Item Number	Item Description	Unit	Est. Quantity	Unit Cost	Total
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Street Construction and Related Items

	Pulverize	SY	3834	\$ 0.60	\$ 2,300.40
259.002	HMA Pavement, Type E-1	Ton	529	\$ 52.00	\$ 27,508.00
259.018	Sawcut Pavement	L.F.	123	\$ 6.00	\$ 738.00
259.019	Base Aggregate Dense 3/4-Inch	C.Y.	216	\$ 17.00	\$ 3,672.00
259.05	Mobilization	Each	1	\$ 1,000.00	\$ 1,000.00
259.3	Maintenance of Traffic	LS	1	\$ 750.00	\$ 750.00
260.012	General Erosion Control	L.S.	1	\$ 2,500.00	\$ 2,500.00
260.013	Turf Establishment	SY	150	\$ 5.00	\$ 750.00

Street Construction and Related Subtotal	\$ 39,218.40
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Total	\$ 39,218.40
Contingencies (5%)	\$ 1,960.92

Estimate Total	\$ 41,179.32
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This estimate includes:

- 1) 24 Feet Paved Width, 3-FT Shoulders
- 2) 3-Inch HMA Pavement Thickness



Division of Transportation System Development
Truax Center
3502 Kinsman Blvd
Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
Telephone: (608) 246-7941
Facsimile (FAX): (608) 245-8959
E-mail: ray.kumapayi@dot.wi.gov

June 15, 2015

Gregory S. Hoffman
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Gregory S. Hoffman:

The Wisconsin Department of Transportation (WisDOT) developed and signed an Agreement with your organization to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility. Since the signing of that Agreement, we are happy to inform you that all 82 Stations of the WISCORS Network are now operational statewide.

The original agreement we have with your organization (Agreement No. 60-09-06-2010) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium. Subsequently, the original agreement was renewed.

Since that renewal, two sections were found to need revision:

- **DELETED:** Section 2.2.9: "Supply free of charge to the general public, all data collected by the GPS station. The duty to supply all necessary data to the general public shall continue until termination of this Agreement." This revision is made because WisDOT intends to develop administrative rules to charge appropriate fees for access to WISCORS information as authorized by the Wisconsin Legislature in s. 85.63(2), Wis. Stats. Accordingly, Section 2.1.3 of the Agreement was revised to remove the obligation for your organization to provide WISCORS data to the public free of charge.
- **REVISED:** Section 4.2 to read: "This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties." This revision changes the Agreement to last until it is either modified by agreement of the parties, or terminated.

Additionally, minor changes have been made to Sections 1.1, 1.2, 1.3, 2.1.1, 2.1.3, 2.2.3, 2.2.8, and 4.3, as well as renumbering for consistency.

Please find attached an amended Agreement reflecting the above revisions. If this Amended agreement is acceptable to you, please sign and return to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send a fully executed copy of the amended Agreement for your records.

The Wisconsin Department of Transportation continues to appreciate your cooperation.

Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CHIPPEWA FALLS (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and CITY OF CHIPPEWA FALLS, acting by and through the Mayor of the City of Chippewa Falls (hereinafter referred to as the PARTNER); 30 W. Central Street; Chippewa Falls, WI 54729.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a WISconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
 - 2.2.2 Construct the CORS monument, including payment for all materials.
 - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
 - 2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.7 Provide one license (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.10 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.
 - 2.2.11 Provide suitable and secure high-speed internet (i.e. DSL, cable, etc.) connection at the PARTNER'S facility to continuously send GPS data to the DEPARTMENT'S computer server.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729
ATTN: Gregory S. Hoffman
Telephone: 715-726-2734
E-Mail: ghoffman70@aol.com

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____

Gregory S. Hoffman, Mayor, City of Chippewa Falls

DEPARTMENT: _____ Date: _____

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JULY 13, 2015 – 6:30 PM**

The Plan Commission met in City Hall on Monday, July 13, 2015 at 6:30 P.M. Present were Commissioners Peter Pohl, Dennis Doughty, Mike Tzanakis, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent was Commissioner Dave Cihasky. Also attending were City Planner Jayson Smith and Alderperson John Monarski.


1. **Motion** by Hubbard, seconded by Tzanakis to approve the minutes of the June 8, 2015 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the vice-chairperson position. Commissioner Tzanakis nominated current Plan Commission Vice-Chairperson Tom Hubbard for vice-chairperson of the Plan Commission. **Motion** by Smith, seconded by Rubenzer to close nominations and cast a unanimous ballot for Tom Hubbard for vice-chairperson of the Plan Commission. **All present voting aye. Motion carried.**

3. City Planner Jayson Smith presented the attached project plan and associated documents for the creation of Tax Incremental Finance District #14. Mr. Smith reviewed authority for Tax Incremental Finance districts, presented the Tax Incremental District #14 Boundary Map and cash flow chart and detailed the Valuation Test. Commissioner Tzanakis asked who determined the equalized value and Mr. Smith responded the City assessor and the State Department of Revenue. He noted that the City Common Council has the final authority on the district even though Chippewa County is the owner/seller of the Tax Incremental District #14 property. Mayor Hoffman opened a public hearing to consider the attached Plan Commission Tax Incremental District Resolution No. 2015-04. No one spoke for or against the resolution. Mayor Hoffman closed the public hearing.
Motion by Hubbard, seconded by Varga to approve Plan Commission Tax Incremental District Resolution No. 2015-04, (attached), designating proposed boundaries and approving a project plan for Tax Incremental District #14 in the City of Chippewa Falls, Wisconsin. **All present voting aye. Motion carried.**

4. Planner Smith provided the attached project plan amendment to allow Tax Incremental District #14 to become a donor to Tax Incremental Districts #4, #5 and #12. In response to questions, Mr. Smith stated that Tax Incremental District #4 was the State Highway #178/Seymour Cray Sr. Blvd. area, Tax Incremental District #5 was the Riverside Industrial Park and Chippewa Crossing Development area and Tax Incremental District #12 was the Downtown Entrance area. Mayor Hoffman opened a public hearing to consider the attached Plan Commission Tax Incremental District Resolution No. 2015-05. No one spoke for or against the resolution. Mayor Hoffman closed the public hearing.
Motion by Tzanakis, seconded by Hubbard to approve Plan Commission Tax Incremental District Resolution No. 2015-05, (attached), approving a project plan amendment for Tax Incremental District #14 in the City of Chippewa Falls, Wisconsin. **All present voting aye. Motion carried.**

5. **Motion** by Varga, seconded by Tzanakis to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:55 P.M.


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

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

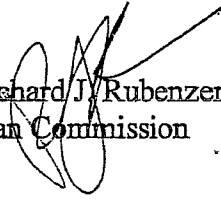
**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JUNE 8, 2015 – 6:30 PM**

The Plan Commission met in City Hall on Monday, June 8, 2015 at 6:30 P.M. Present were Commissioners Dave Cihasky, Peter Pohl, Dennis Doughty, Dan Varga, Beth Arneberg, , Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Mike Tzanakis and Jerry Smith. Also attending were Wes and Karen Mueller, 3963 138th Street, Chippewa Falls.

1. **Motion** by Hubbard, seconded by Varga to approve the minutes of the May 11, 2015 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached plat of Maple Leaf Townhomes. Secretary Rubenzer noted that the plat would replace the certified survey map, (previously approved by the Plan Commission and Common Council), in the approved Conditional Use Permit Resolution No. 2015-01, granted to Maple Leaf Townhomes developer Mark and Barbara Mueller. The Plan Commission also discussed labeling the plat with utility easements for city sanitary sewer and water.
Motion by Hubbard, seconded by Cihasky to recommend the Common Council approve the attached Plat of Maple Leaf Townhomes and corresponding resolution. **All present voting aye. Motion carried.**

3. **Motion** by Varga, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:36 P.M.


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



EHLERS

LEADERS IN PUBLIC FINANCE

City of Chippewa Falls, WI

Creation of Tax Increment District No. 14

Project Plan Amendment to TID No. 14 – Donor to TIDs 4, 5 & 12

Organizational JRB Meeting
Plan Commission Public Hearing

7/13/2015



Agenda

- **Joint Review Board Formation (x2)**
 - Appoint Public Member
 - Appoint Chair
 - Discuss Actions and Responsibilities
- **Review of Tax Incremental Financing**
- **TID 14**
 - Creation
 - Project Plan Amendment – Donor TID
- **Process / Next Steps**



Tax Incremental Financing

- Tax Incremental Financing (TIF) is authorized under Section 66.1105, WI Statutes, to provide for public improvements or other incentives necessary to promote industrial and mixed-use development, redevelopment, conservation, or blight elimination
- TID creations subject to certain valuation limitations and required findings

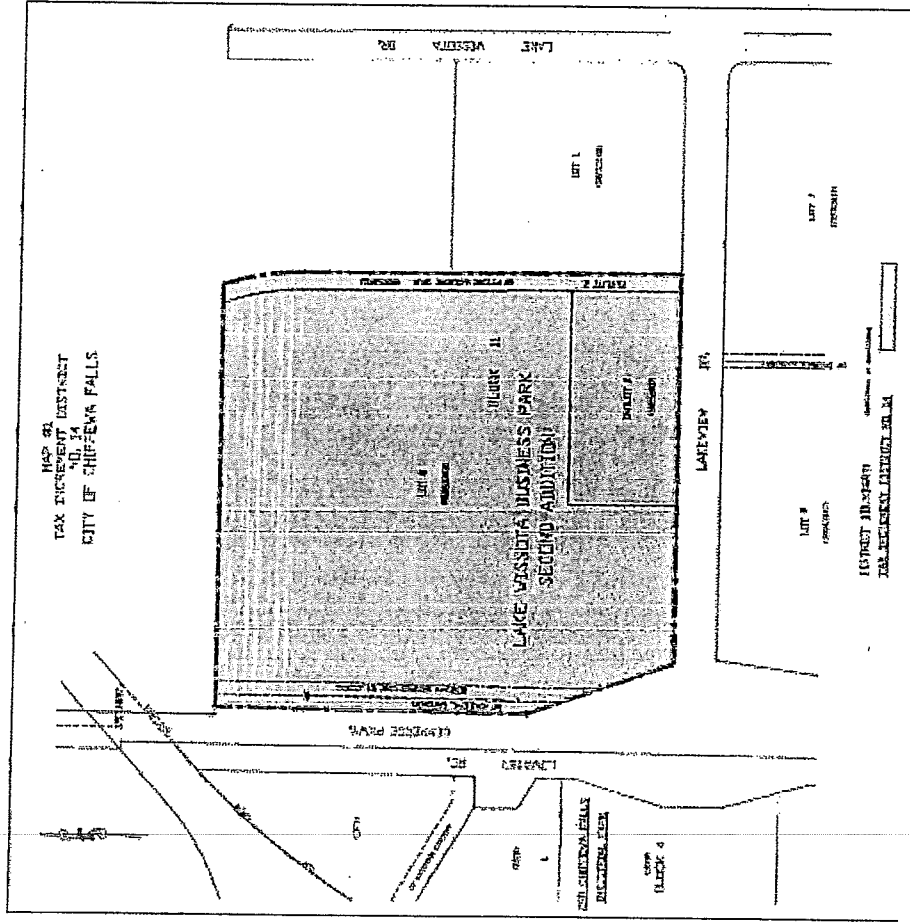


TID No. 14

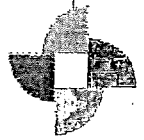
- Proposed to be created as “Industrial” District
- 20-year maximum, un-extended life (2035)
- District being created for the purpose of facilitating industrial/manufacturing development in Lake Wissota Business Park
 - Land write down
 - Infrastructure installation
- Not less than 50% (by area) of TID must be suitable for “industrial” use
 - Zoning must remain in tact for life of TID
- District also being amended subsequent to creation to provide for donor status to other eligible TIDs (more later)



TID No. 14 – Proposed Boundaries



Zoning = 100% industrial



Valuation Test Requirements

- Creation of new TID requires compliance with “12%” test
 - Value of existing total City value increment + value of boundary area of new TID cannot exceed 12% of total EV
- TID 13 newly created - - does not count towards test
- TIDs 6 & 9 recently terminated by action of Council



Valuation Test - Actual

City of Chippewa Falls, Wisconsin Tax Increment District No. 14 Valuation Test Compliance Calculation	
Creation Date	7/27/2015
Valuation Data	
Currently Available	2014
	817,664,900
Total EV (TID In)	98,119,788
12% Test	
Increment of Existing TIDs	
TID #4	3,706,700
TID #5	16,383,600
TID #7	4,762,200
TID #8	1,870,500
TID #10	2,396,700
TID #11	63,649,000
TID #12	1,469,800
Total Existing Increment	94,238,500
Projected Base of New or Amended District	0
Total Value Subject to 12% Test	94,238,500
Compliance	PASS
Note:	
1. Value(s) reported for the base area as of 1/1/2014. The properties are currently unoccupied and in need of rehabilitation. The City's assessor currently estimates the value for taxes payable 2016 to be \$3.5 million.	

- Both lots owned by Chippewa County and are exempt for valuation purposes
- Base value = \$0
- City complies with valuation requirement under statute



TID No. 14 – List of Projects

City of Chippewa Falls, Wisconsin

Tax Increment District No. 14

Estimated Project List

Project ID	Project Name/Type	2015	2016	Ongoing	Total (Note 1)
1	Land Write Down/Development Incentive	350,000			350,000
2	Utility/Municipal Infrastructure Extensions		150,000		150,000
3	Creation and Administrative Expenses	8,000		50,000	58,000
Total Projects		<u>358,000</u>	<u>150,000</u>	<u>50,000</u>	<u>558,000</u>

Notes:

- Note 1 Project costs are estimates and are subject to modification
- Note 2 Projects 1 & 2 will occur in the form of a reimbursement on a pay-as-you-basis

- Council must approve all project cost expenses (other than admin.)
- Adoption of the Plan is not an appropriation of funds
- Project list does not include increment allocated to other TIDs as donor



TID No. 14 – Projected Cash Flow

City of Chippewa Falls, Wisconsin Tax Increment District No. 14 Cash Flow Projection										
Year	Projected Revenues			Expenditures			Obligations			
	Tax Increments	Other Revenue	Total Revenues	Reimbursement \$500,000	Creation & Admin.	Total Expenditures	Annual	Cumulative	Obligation Outstanding	
2015			0			0	0	0	500,000	2015
2016			0		10,500	10,500	(10,500)	(10,500)	500,000	2016
2017			0		2,500	2,500	(2,500)	(13,000)	500,000	2017
2018	167,705		167,705	165,000	2,500	167,500	205	(12,795)	335,000	2018
2019	167,705		167,705	165,000	2,500	167,500	205	(12,590)	170,000	2019
2020	167,705		167,705	165,000	2,500	167,500	205	(12,385)	5,000	2020
2021	167,705		167,705	5,000	2,500	7,500	160,205	147,820	0	2021
2022	167,705		167,705		2,500	2,500	165,205	313,025	0	2022
2023	167,705		167,705		2,500	2,500	165,205	478,230	0	2023
2024	167,705		167,705		2,500	2,500	165,205	643,435	0	2024
2025	167,705		167,705		2,500	2,500	165,205	808,640	0	2025
2026	167,705		167,705		2,500	2,500	165,205	973,845	0	2026
2027	167,705		167,705		2,500	2,500	165,205	1,139,050	0	2027
2028	167,705		167,705		2,500	2,500	165,205	1,304,254	0	2028
2029	167,705		167,705		2,500	2,500	165,205	1,469,459	0	2029
2030	167,705		167,705		2,500	2,500	165,205	1,634,664	0	2030
2031	167,705		167,705		2,500	2,500	165,205	1,799,869	0	2031
2032	167,705		167,705		2,500	2,500	165,205	1,965,074	0	2032
2033	167,705		167,705		2,500	2,500	165,205	2,130,279	0	2033
2034	167,705		167,705		2,500	2,500	165,205	2,295,484	0	2034
2035	167,705		167,705		2,500	2,500	165,205	2,460,689	0	2035
2036	167,705		167,705		2,500	2,500	165,205	2,625,894	0	2036
Total	3,186,394	0	3,186,394	500,000	60,500	560,500				Total

Cash flow does not include allocation of increment to other TIDs (sharing)



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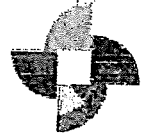
TID 14 – Project Plan Amendment to Become Donor

• TID 14 to be amended upon creation to allow for the allocation of positive tax increments to:

- TID 4 – blighted-area district
- TID 5 – distressed
- TID 12 – blighted-area district

Eligible Recipient Districts

- DOR prefers the two actions be separated and acted on independently (creation/donor)
- *City does not intend to extend the life of TID 14 as a donor to a distressed TID*



TID 14 – Revised Cash Flow with Revenues Available for Sharing

City of Chipewawa Falls, Wisconsin Tax Incremental District No. 14 Cash Flow Projection										
Year	Projected Revenues			Expenditures			Balance			
	Tax Increments	Other Revenue	Total Revenues	Reimbursement \$500,000	Possible Transfers to Other TIDs	Creation & Admin.	Total Expenditures	Annual	Cumulative	Principal Outstanding
2015			0				0	0	0	500,000
2016			0			10,500	10,500	(10,500)	(10,500)	500,000
2017			0			2,500	2,500	(2,500)	(13,000)	500,000
2018	167,705		167,705	165,000	0	2,500	167,500	205	(14,795)	335,000
2019	167,705		167,705	165,000	0	2,500	167,500	205	(12,590)	170,000
2020	167,705		167,705	165,000	0	2,500	167,500	205	(11,385)	5,000
2021	167,705		167,705	5,000	145,000	2,500	152,500	15,205	2,820	0
2022	167,705		167,705		160,000	2,500	162,500	5,205	8,025	0
2023	167,705		167,705		160,000	2,500	162,500	5,205	13,230	0
2024	167,705		167,705		160,000	2,500	162,500	5,205	18,435	0
2025	167,705		167,705		160,000	2,500	162,500	5,205	23,640	0
2026	167,705		167,705		160,000	2,500	162,500	5,205	28,845	0
2027	167,705		167,705		160,000	2,500	162,500	5,205	34,049	0
2028	167,705		167,705		160,000	2,500	162,500	5,205	39,254	0
2029	167,705		167,705		160,000	2,500	162,500	5,205	44,459	0
2030	167,705		167,705		160,000	2,500	162,500	5,205	49,664	0
2031	167,705		167,705		160,000	2,500	162,500	5,205	54,869	0
2032	167,705		167,705		160,000	2,500	162,500	5,205	60,074	0
2033	167,705		167,705		160,000	2,500	162,500	5,205	65,279	0
2034	167,705		167,705		160,000	2,500	162,500	5,205	70,484	0
2035	167,705		167,705		160,000	2,500	162,500	5,205	75,689	0
2036	167,705		167,705		160,000	2,500	162,500	5,205	80,894	0
Total	3,186,394	0	3,186,394	500,000	2,545,000	60,500	3,105,500			Total

Notes:

1. Transfers expected to be made to other TIDs depending on annual need and the City's long-term goals related to TID closure and General Fund advance recovery

Actual amount of transfers/sharing will depend on need and other fiscal matters that cannot be known at this time



TID 14 – Other Considerations

- Amending TID 14 to allow for sharing of increment will reduce overall risk profile of City, allow for additional development/redevelopment opportunities in the affected TIDs, with potential for earlier termination of recipient districts & return of tax base to general tax rolls
- Existing cash flow projections for each TID available upon request



Process/Next Steps

- **Today:** Organizational JRB meeting and Plan Commission public hearing
- **July 28th:** Council consideration
- If adopted by Council, JRB must meet within 30 days of notice and conduct vote
- If approved by all parties, amendments and creation effective as of July 28th



PC TID RESOLUTION NO. 2015-04

**RESOLUTION DESIGNATING PROPOSED BOUNDARIES
AND APPROVING A PROJECT PLAN
FOR TAX INCREMENTAL DISTRICT NO. 14,
CITY OF CHIPPEWA FALLS, WISCONSIN**

WHEREAS, the City of Chippewa Falls (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 14 (the "District") is proposed to be created by the City as an industrial district in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, a Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Chippewa County, the Chippewa Falls Area School District, and the Chippewa Valley Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 13, 2015 held a public hearing concerning the project plan and boundaries and proposed creation of the District, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Chippewa Falls that:


1. It recommends to the Common Council that Tax Incremental District No. 14 be created with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Creation of the District promotes orderly development in the City.

MOTION: Hubbard

SECONDED: Varga

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on July 13, 2015, by a vote of 10 ayes, 0 nays, and 0 abstentions.

Adopted this 13th day of July, 2015.


Richard J. Rubenzer, PE, Secretary
Plan Commission

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 14
CITY OF CHIPPEWA FALLS**

THIS CAN BE FOUND IN THE PROJECT PLAN

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

PC TID RESOLUTION NO. 2015-05

**RESOLUTION APPROVING A PROJECT PLAN AMENDMENT
FOR TAX INCREMENTAL DISTRICT NO. 14
CITY OF CHIPPEWA FALLS, WISCONSIN**

WHEREAS, the City of Chippewa Falls (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and,

WHEREAS, Tax Incremental District No. 14 (the "District") is simultaneously being created by the City as an industrial district; and,

WHEREAS, the City now desires to amend the Project Plan of the District in accordance with the provisions of Wisconsin Statutes Section 66.1105, (the "Tax Increment Law"); and,

WHEREAS, such amendment will allow for the Donor District to share surplus increments with Recipient Tax Incremental District No. 4 under the provisions of Wisconsin Statutes Section 66.1105(6)(f); and,

WHEREAS, such amendment will allow for the Donor District to share surplus increments with Recipient Tax Incremental District No. 5 under the provisions of Wisconsin Statutes Section 66.1105(4e)(d). On June 21, 2011 the Council approved an amendment to this district in order designate the District as distressed under Sec. 66.1105(4e), Wis. Stats; and,

WHEREAS, such amendment will allow for the Donor District to share surplus increments with Recipient Tax Incremental District No. 12 under the provisions of Wisconsin Statutes Section 66.1105(6)(f); and,

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Chippewa County, the Chippewa Falls Area School District, and the Chippewa Valley Technical College District; and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and,

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on July 13, 2015 held a public hearing concerning the proposed amendment to the Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Chippewa Falls that:

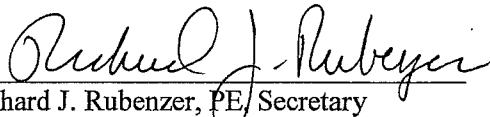
1. The boundaries of Tax Incremental District No. 14 remain unchanged as specified in Exhibit A of this Resolution
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Amendment of the Project Plan of the District promotes orderly development in the City.

MOTION: Tzanakis

SECONDED: Hubbard

I hereby certify that the Plan Commission of the City of Chippewa Falls, Wisconsin, adopted the above Resolution on July 13, 2015, by a vote of 10 ayes, 0 nays, and 0 abstentions.

Adopted this 13th day of July, 2015.


Richard J. Rubenzer, PE, Secretary
Plan Commission

**LEGAL BOUNDARY DESCRIPTION OR MAP OF
TAX INCREMENTAL DISTRICT NO. 14
CITY OF CHIPPEWA FALLS**

THIS CAN BE FOUND IN THE PROJECT PLAN

EXHIBIT B -

PROJECT PLAN

THIS WILL BE HANDED OUT SEPARATELY

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 06/02/2015

Town Village City of Chippewa Falls County of Chippewa

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 08/15/2015 ^{2:00pm} and ending 08/16/2015 ^{2:00pm} and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Church of Notre Dame

(b) Address 117 Allen Street, Chippewa Falls, WI 54729
(Street) Town Village City

(c) Date organized 1860

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers:

President Msgr. Mark Pierce - 117 Allen St, Chippewa Falls

Vice President Dave Turany - 811 Eagle St, Chippewa Falls

Secretary Jim Sokup - 533 Woodward Ave, Chippewa Falls

Treasurer _____

(g) Name and address of manager or person in charge of affair: Dave Turany - 811 Eagle St, Chippewa Falls

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

(a) Street number 117 Allen St. Parking lot under tent (- legal drinking age)

(b) Lot _____ Block _____ (will be identified)

(c) Do premises occupy all or part of building? no by wrist bands

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

PAID
CITY OF CHIPPEWA FALLS
JUN 25 2015
CITY TREASURER
TR# 11027

3. NAME OF EVENT

(a) List name of the event Notre Dame Paris Picnic

(b) Dates of event August 15-16 2015

DECLARATION

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

Officer James H. Turany
(Signature/date)

Officer James B. Sokup
(Signature/date)

Date Filed with Clerk _____

Date Granted by Council JUN 25 2015

AT-315 (R. 5-11)

Police Dept. Approval Chief Wally P. Gill

Church of Notre Dame
(Name of Organization)

Officer [Signature] 6/11/15
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____

Wisconsin Department of Revenue

Date: 07-01-2015



JUN 25 2015

APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: Msgr. Mark Pierce	Address of Applicant: 117 Allen St., Chippewa Falls, WI 54729	
Name of Premises to be Licensed: Church of Notre Dame	Address of Premises: 117 Allen St., Chippewa Falls, WI 54729	Date(s) of Event (Class "E" Licenses only): August 15, 2015
Class of License Applied for:	Class "A" Annual <input type="checkbox"/>	\$125.00
	Class "B" Annual <input type="checkbox"/>	\$80.00
	Class "C" Annual <input type="checkbox"/>	\$30.00
	Class "D" Annual <input type="checkbox"/>	\$25.00
	Class "D" If holder of Class "C" <input type="checkbox"/>	\$10.00
	Class "E" <input checked="" type="checkbox"/>	\$10.00/day
	Live Music Annual <input type="checkbox"/>	\$30.00
	Juke Box <input type="checkbox"/>	\$30.00 (annual)
		PAID CITY OF CHIPPEWA FALLS
		JUN 25 2015
		CITY TREASURER STR # 40407

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Mark Pierce
Signature of Applicant

June 11, 2015
Date

Attest: Bridget Muens
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

APPLICATION FOR TEMPORARY CLASS "B"/"CLASS B" RETAILER'S LICENSE

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE: \$ 10.00

Application Date: 6/23/15

Town Village City of CHIPPEWA FALLS County of CHIPPEWA

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stat.

at the premises described below during a special event beginning 5pm 8/8/15 and ending 2AM 8/9/15 and agrees to comply with all law, resolution, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. ORGANIZATION (check appropriate box) Bona fide Club Church Lodge/Society Veteran's Organization Fair Association

(a) Name Beyond Boomers Class Reunion Assoc.

(b) Address P.O. Box 458 Chippewa Falls WI 54739
(Street) Town Village City

(c) Date organized 3/1/2013

(d) If corporation, give date of incorporation 3/1/2013

(e) Names and addresses of all officers:

President Garret Briesing 1476 Hilary St CF 715-577-0875

Vice President Greg Misfeldt 402 Dwight St CF 715-723-4401 (work)

Secretary Sherry Fosvik 793 Bluffview CF

* Treasurer Tony Thornton 8944 90th Ave CF 715-271-0715

(f) Name and address of manager or person in charge of affair: SAA

Tony Thornton 715-271-0715

PAID CITY OF CHIPPEWA FALLS
JUN 23 2015
CITY TREASURER
TR # <u>710441</u>

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

(a) Street number 225 Edward St, Chippewa Falls

(b) Lot _____ Block _____

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

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Northern WI State Fair Grounds

Tap Beer Garden + Bldg A - sales + consumption

3. NAME OF EVENT

(a) List name of the event Beyond Boomer Class Reunion Minors Present? N.O

(b) Dates of event 8/8/2015 - 8/9/2015 Times: 5pm - 2 AM.

DECLARATION

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

Beyond Boomers Class Reunion Assoc.
(Name of Organization)

Officer _____
(Signature/date)

Officer Greg Misfeldt
(Signature/date)

Officer _____
(Signature/date)

Officer Greg Misfeldt
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

AT-315 (R. 4-09)

Wisconsin Department of Revenue

POLICE DEPT APPROVAL: Chief Wendy P. Shill

DATE: 07-01-2015

*ML
26/15*



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Beyond Boomer Class Reunion Assoc.</i>	Address of Applicant: <i>P.O. Box 458 Chippewa Falls WI</i>																									
Name of Premises to be Licensed: <i>Northern WI state fair grounds</i>	Address of Premises: <i>225 Edward St</i>	Date(s) of Event (Class "E" Licenses only): <i>8/8/2015</i>																								
Class of License Applied for: <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;"> <p style="text-align: center; font-size: small;">PAID CITY OF CHIPPEWA FALLS</p> <p style="text-align: center; font-size: x-large; font-weight: bold;">JUN 23 2015</p> <p style="text-align: center; font-size: small;">CITY TREASURER TR # <i>40901</i></p> </div>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$125.00	Class "B" Annual	<input type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D" Annual	<input type="checkbox"/>	\$25.00	Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input type="checkbox"/>	\$30.00 (annual)
Class "A" Annual	<input type="checkbox"/>	\$125.00																								
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Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00																								
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Live Music Annual	<input type="checkbox"/>	\$30.00																								
Juke Box	<input type="checkbox"/>	\$30.00 (annual)																								

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Signature of Applicant *Beyond Boomers* Date *6/23/15*

Attest: *Bridget Yuens*
 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk

For the license period beginning _____ 20____
 ending JUNE 30 2016

TO THE GOVERNING BODY of the: Town of } Chippewa Falls
 Village of }
 City of }
 County of Chippewa Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's WI Seller's Permit No. / FEIN Number: _____	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input checked="" type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Walgreen Co.

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	President/CEO Alexander W. Gourlay	607 Longwood Ave., Glencoe, IL 60022	
Vice President/Member	Vice President Bradley Fluegel	11 E. Walton Street, Apt. 4901, Chicago, IL 60611	
Secretary/Member	Assistant Secretary John Mann	1409 Royal Oak Lane, Glenview, IL 60025	
Treasurer/Member	Assistant Secretary Lydia Mathas	38 Abbottsford Rd., Winneka, IL 60093	
Agent	STEVEN M NAUMANN	1213 CUMMINGS AVE EAU CLAIRE, WI 54701	
Directors/Managers	STEVEN M NAUMANN	1213 CUMMINGS AVE EAU CLAIRE, WI 54701	

3. Trade Name Walgreens #07966 Business Phone Number (715) 726 8540
 4. Address of Premises 849 Woodward Ave., Chippewa Falls, WI Post Office & Zip Code 54729

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state IL and date 2/15/1908 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
- (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)
9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Please see attached floor plan
10. Legal description (omit if street address is given above): Please see attached exhibit 10
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? Walgreen Co.
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No

Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Subscribed and sworn to before me
 on 7TH day of June, 2015
[Signature]
 (Clerk/Notary Public)
 My commission expires _____

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature]
 (Additional Partner/Member/Manager of Limited Liability Company if Any)

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>6/29/15</u>			<u>[Signature]</u>
Date license granted	Date license issued	License number issued	

"OFFICIAL SEAL" ERIC E. LYLES
 NOTARY PUBLIC - STATE OF WISCONSIN
 My Commission Expires _____
 My Commission expires _____
 4-15)



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
JULY 9, 2015

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, July 9, 2015 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, Brent Ford.

Mayor/Other Council Members present: CW King, Chuck Hull, Mayor Hoffman.

Others presented: Finance Manager/Treasurer Lynne Bauer, Street & Utility Maintenance Manager Rick Ruf, Parks & Recreation Director Dick Hebert, City Clerk Bridget Givens.

Call to Order: 9:17 AM *(Meeting called to order after conclusion of Committee #2 Meeting)*

1. Discuss funding for administrative support in the Street Department. Possible recommendations to the Council.

Committee #2 decided to continue the current situation with the Engineering Secretary working an additional 10 hours for the Street Department. Funding will come from the Street Department Temporary Help account until those monies are spent. A request to continue this situation will be discussed during the 2016 budget process.

No action taken.

2. Discuss department capital improvement plans and equipment requests including funding options. Possible recommendations to the Council.

Finance Manager/Treasurer Bauer presented the attached five-year capital item summary as well as the attached ten-year Street Department replacement plan. Parks & Recreation Director Dick Hebert indicated his loader is broke and either needs to be repaired or replaced. The Parks use this piece of equipment daily and are currently making do with bobcats as he does not have the funds in his budget to repair the loader. He estimates the cost to repair/replace the engine is \$12,000. A new loader is estimated to cost approximately \$91,000 with a trade-in value before it stopped working of \$21,000. Discussion included how to prioritize the purchase of equipment in various city departments. During presentations by Ehlers in March and April of this year, it was determined the City might be able to borrow \$200,000 - \$250,000 per year for equipment replacement. The City has been unable to follow through with prior CIPs due to State levy limits and lack of funding. Ms. Bauer will speak with Brian from Ehlers to discuss financing options.

No action taken.

3. Adjournment.

Motion by Monarski/Ford to adjourn at 9:53 AM. All present voted aye. Motion carried.

Minutes submitted by, Lynne Bauer, Finance Manager/Treasurer

Committee #1 - Capital Items Discussion - July 9, 2015

YEAR	DEPARTMENT	ITEM	ESTIMATED COST
2015	Street Department	(2) Plow/Dump Trucks	\$ 320,000
	Street Department	(2) One Ton Trucks	\$ 70,000
	Street Department	(1) Skid Steer	\$ 45,000
	Parks & Recreation	907HC Caterpillar Loader	\$ 91,000
	Parks & Recreation	907HC Caterpillar Loader	\$ 70,000
		Equipment Subtotal	\$ 596,000
	Fire Department	New Station	\$ 5,000,000
	Chippewa Mall Drive	Road extension behind mall to Alexander Blvd	\$ 700,000
	Downtown Entrance	Phase 1	\$ 3,500,000
	Total 2015		\$ 9,796,000
2016	Street Department	(2) Plow/Dump Truck	\$ 320,000
	Street Department	(1) Patch Trailer	\$ 35,000
	Street Department	(1) Parts Truck	\$ 30,000
	Street Department	(1) One Ton Truck	\$ 35,000
	Parks & Recreation	Two Ton Truck-Ford 650 cab/chassis	\$ 57,800
	Parks & Recreation	Increase axle weight rating to front end - Ford 650	\$ 2,000
	Parks & Recreation	9 ft. Dump Box, 11 ft. plow, safety lighting package	\$ 33,100
	Fire Department	Ambulance	\$ 160,000
	Fire Department	Cardiac Monitors	\$ 50,000
	Total 2016		\$ 722,900

Replacing Dept. 2001 Caterpillar Loader, Street Dept. given Loader, Purchase new Loader for Parks & Rec

Trading in Dept. 2001 Caterpillar Loader

Approved for bonding April 7, 2015

Approved for bonding April 7, 2015

(TIF Monies used to repay debt)

Replace 1999 Chevy Two Ton Truck

Replace 2003 F-350 Road Rescue Ambulance

Replace 2 Philips Cardiac Monitors (2008)

Committee #1 - Capital Items Discussion - July 9, 2015

2017						
	Street Department	(2) Plow/Dump Truck		\$	320,000	
	Street Department	(1) One Ton Truck		\$	35,000	
	Street Department	(1) Managers Patrol Truck		\$	35,000	
	Street Department	(1) Hot melt Kettle		\$	45,000	
	Parks & Recreation	Bobcat Toolcat 5600		\$	82,300	Replace 1996 John Deere Compact Tractor
	Parks & Recreation	X MARK MOWER (Casper Park) 72"		\$	10,900	Replace Dept. 2000 Xmark 72" Mower which is used at Casper Park
	Parks & Recreation	1/2 Ton Pick Up Truck		\$	23,200	Replace 2000 Dodge 3/4 Ton Truck.
	Fire Department	Cardiac Monitors		\$	50,000	Replace 2 Phillips Cardiac Monitors (2008)
				\$	601,400	
	Total 2017					
2018						
	Street Department	(1) Motor Grader		\$	300,000	
	Street Department	(1) One Ton Truck		\$	40,000	
	Street Department	(1) Sign Truck		\$	40,000	
	Parks & Recreation	1/2 Ton Pick Up Truck		\$	25,400	Replace 1996 Chevy 1/2 Ton Truck
	Parks & Recreation	1/2 Ton Pick Up Truck		\$	25,400	Replace 1998 Chevy 1/2 Ton Truck
	Parks & Recreation	X MARK MOWER (Casper Park) 72"		\$	11,900	Replace Dept 2000 Xmark 72" Mower at Casper Park
	Parks & Recreation	X MARK MOWER (Casper Park) 72"		\$	11,100	Replace Dept 2006 Xmark 60" Mower at Irvine Park
	Fire Department	Ambulance		\$	180,000	
				\$	633,800	
	Total 2018					
2019						
	Street Department	(2) Plow/Dump Truck		\$	340,000	
	Street Department	(1) Snow Blower		\$	125,000	
	Total 2019			\$	465,000	

10 Year Replacement plan

2015

2 – Plow/Dump Truck	\$320,000.00
2 - One Ton Truck	\$70,000.00
1 – Skid-steer	\$45,000.00

2016

2– Plow/Dump Truck	\$320,000.00
1 – Patch Trailer	\$35,000.00
1 – Parts Truck	\$30,000.00
1 – One Ton Truck	\$35,000.00

2017

2 – Plow/Dump Truck	\$320,000.00
1 - One Ton Truck	\$35,000.00
1 – Managers Patrol Truck	\$35,000.00
1 – Hot melt Kettle	\$45,000.00

2018

1 – Motor Grader	\$300,000.00
1 – One Ton Truck	\$40,000.00
1 – Sign Truck	\$40,000.00

2019

2 – Plow/Dump Truck	\$340,000.00
1 – Snow Blower	\$125,000.00

2020

1 – Bucket Truck	\$170,000.00
1 – Track-type Back Hoe	\$225,000.00 ?

2021

1 – Front End Loader	\$170,000.00
1 9 Wheel Roller	\$120,000.00
1 – Skid-Steer	\$55,000.00

2022

1 – Motor Grader	\$300,000.00
1 - Snow Blower	\$135,000.00

2023

1 – Chip Spreader	\$100,000.00
1 – Paint Truck	\$75,000.00
1 - Small Roller	\$60,000.00
1 – Oil Distributor	\$200,000.00

2024

1 – Front End Loader	\$180,000.00
1 – Large Roller	\$100,000.00
1 – Paver	\$150,000.00

Total **\$4,175,000.00**

Possible revenue from sales **\$300,000.00**

Amount Needed **\$3,875,000.00**

2014-2024 Street Dept. Equipment Replacement

The last time new tax money was used for equipment replacement was 2002. In the last 12 years the revenue used for equipment replaced was generated from the sale of scrap, sale of old equipment or from monies from the Storm Water Utility account. The lack of equipment replacement in the last 12 years has created a serious problem.

The Wisconsin Department of Transportation recommends replacement of equipment as follows.

Trucks Rear Drive 23,000lbs through 49,000 lbs	10 years
Trucks Rear Drive 15,000lbs and less	6 years
Motor Graders Six Wheel Drive	10 years
End Loaders	10 years
Skid Steers	10 years
Snow Blowers	10 years
Track – type Back Hoe	10 years
Parts Truck	10 years

Because of a very good maintenance program the Street Dept is comfortable using a 1.5 multiplier to the Department of Transportation replacement schedule.

At this time the current equipment past normal replacement age are as follows.

Trucks Rear Wheel Drive 23,000 through 49,000; 1 – 1993 (21) 1 – 1995 (19) 2 – 1996 (18)
1 – 1997 (17) 2 – 1999 (15) 2 – 2000 (14)

Trucks Rear Wheel Drive 15,000 and less; 4 – 1997 (17)

Motor Graders Six Wheel Drive; 1 – 1987 (27) 1 – 2002 (12)

End Loaders; 1 – 2001 (13)

Skid – Steers; 1 – 2000 (14)

Snow Blowers; 1 – 1970 (44) 1 – 1987 (27)

Track-type Back Hoe; 1 – 1990 (24)

Most of the equipment list above exceeds the 1.5 multiplier.

2014-2024 Street Dept. Equipment Replacement

Today's Replacement costs are as follows.

Trucks Rear Wheel Drive 23,000 through 49,000	\$130,000.00 - \$150,000.00
Trucks Rear Wheel Drive 15,000 and less	\$35,000.00
Parts Truck	\$30,000.00
Motor Grader	\$275,000.00 - \$325,000.00
End Loader	\$150,000.00
Skid-Steer	\$35,000.00
Snow Blower	\$125,000.00
Track-Type Back Hoe	\$250,000.00

All current equipment would have some trade in or resale value. This is not a complete list of equipment needed to be replaced. This is a priority list of equipment needed.



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
July 9, 2015

Committee #2 met on Thursday, July 9, 2015 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, John Monarski.

Mayor/Other Council Members present: Brent Ford, Rob Kiefer.

Others present: Finance Manager/Treasurer Lynne Bauer, City Clerk Bridget Givens, Fire Chief Mike Hepfler, Street & Utility Maintenance Manager Rick Ruf, Fire Department Members Greg Bowe, Chuck Goettl, Kyle Schimmel, Dan Loschko, John Goodman, Ron Gloe - FT Jones Representative, Police Department Members Matt Keim, Brian Micolichcheck, Julie Johnholtz.

Call to Order: 8:00 AM

1. Open Session

2. Motion by Monarski/Hull to go into Closed Session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining implications require a closed session" to: **a) meet with Chippewa Falls International Association of Firefighters Local 1816; and b) discuss labor negotiation issues and strategy;** and to include council members, Fire Chief, Finance Manager/Treasurer and Fire Department Union Representatives; and may return to open session.

Roll Call Vote: Monarski - Aye; Hull - Aye; King - Aye. Motion carried.

The Committee discussed the above referenced items.

Motion by Hull/Monarski to return to open session. All present voted aye. Motion carried.

(The parties will meet again on Tuesday, September 15, 2015 at 8 AM)

3. Discuss Security Benefit account for Police Department management employees. Possible recommendations to the Council.

Police Department personnel asked if the City would be willing to set up a VEBA (Voluntary Employee Beneficiary Association - 501(c)(9)) account similar to the Union VEBA account. Ron Gloe explained the account can be used for reimbursement of health insurance premiums and medical expenses. Group make-up was discussed and the group needs to be "like" members with mandatory participation for everyone in that group. It was discussed whether the office staff at the Police Department could be included in the police officer's management group. Union members of the Police Department currently have a VEBA account and participation is mandatory for all members of the bargaining unit. Other

discussion included what dollars would be contributed by the members, the fees associated with the account, and beneficiary designations. The Committee will meet again after the Police Management employees meet and discuss the details of this account.

No action taken.

4. Discuss administrative support for the Street Department. Possible recommendations to the Council.

Finance Manager/Treasurer Bauer continued discussions from the previous meeting regarding office support for the Street Department. There appears to be three options: 1) continue with the current situation of utilizing the Engineering Secretary for 10 hours per week; 2) hire a temporary worker; or 3) create a new position for 10 hours per week. She presented information from Manpower regarding temporary employees and indicated that a \$10 or \$12 per hour employee would cost the City \$15 or \$18 per hour due to the overhead charges. Although that is less than the \$23 per hour we are paying the Engineering Secretary for wages/benefits, Rick Ruf added there are other benefits to having a trained and stable employee. His concern would be the potential of having turnover with a temporary employee and having to train each new individual. Also discussed was advertising for a 10 hour per week position to see what the interest might be and also checking with other temporary agencies. It was decided to continue the current situation with the Engineering Secretary working 10 hours per week at the Street Dept. with funding to come from the Street Department Temporary Wages Account. When those monies are depleted for 2015 the assistance would cease. A request for administrative support will be submitted and reviewed as part of the 2016 Budget.

No action taken.

5. Discuss Chippewa Falls Code of Ordinances Section 2.22 - Agenda and Notice Proceedings for Governmental Bodies of the City. Possible recommendations to the Council.

There was a lengthy discussion on the order of the council agenda items as stated in Section 2.22 of the Chippewa Falls Municipal Code. This discussion was prompted because "Applications" are Item #7 and "Council Committee Reports..." are Item #11. At times there are application recommendations by a committee with the applications being voted upon before the committee recommendation. If Item #11 was moved up in the agenda sequence the recommendation would be voted upon before the application. The Committee discussed why an application would have to appear under both areas. According to Attorney Ferg, the application still needs to be listed under the "Application" section even if a recommendation is included with committee minutes. City Clerk Bridget Givens will check with Attorney Ferg for a clarification.

Motion by Monarski/Hull to recommend the Council move Item #11 "Council Committee Reports..." before Item #7 "Applications" and renumber the remaining items. All present voted aye. Motion carried.

6. Adjournment

Motion by Monarski/Hull to adjourn at 9:15 AM. All present voted aye. Motion carried.

**Minutes submitted by,
CW King, Chair**

2.22 - AGENDA AND NOTICE PROCEEDINGS FOR GOVERNMENTAL BODIES OF THE CITY. (Rep. & recr. #77-48)

- (1) **COMPLIANCE WITH STATE OPEN MEETING LAW.** The Council and all boards, commissions, standing and special committees of the City, referred to herein as "Governmental Bodies" or "Bodies", shall comply with the requirements of Subch. IV of Ch. 19, Wis. Stats., and particularly the requirements of §19.84, Wis. Stats., relating to public notices of meetings.
- (2) **UNIFORM NOTICE GUIDELINES.** All Governmental Bodies shall prepare, mail and post notices of their meetings as follows:
 - (a) **Notice to Members.** Except where notice of the meeting has been given at a previous meeting or in case of extreme emergency, each member of the Body shall be given notice of the proposed time, date, place and agenda of the meeting 24 hours beforehand by the presiding officer or his designee, who may be the Clerk.
 - (b) **Additions to Agenda.** (Am. #80-27) Any member who desires to place an item on the agenda shall submit it in writing to the presiding officer not less than 24 hours prior to the scheduled meeting. In addition, in the case of the Council, all ordinances and resolutions heard at the regular Council meeting shall be on file with the Clerk by 12:00 noon of the preceding Friday and shall be signed by an Alderman. The Clerk shall distribute agendas by 5:00 p.m. on the preceding Friday. When action is to be taken at a special Council meeting, the ordinances and resolutions shall be signed by an Alderman and on file with the Clerk at least 28 hours prior to the meeting.
 - (c) **Notice to the Public.** The presiding officer or his designee shall prepare the final agenda and give notice to the public and the media of the time, place and subject matter of the meeting, as follows:
 1. To the official newspaper by delivering a copy of the agenda showing the time, date and place of the meeting not less than 24 hours prior thereto.
 2. To any news medium which has filed a written request therefore, by telephone or by mailing a copy of the agenda showing the time, date and place of the meeting not less than 24 hours prior thereto.
 3. To the public by posting in City Hall a copy of the agenda, showing the time, date and place of the meeting not less than 24 hours prior thereto.
 4. A copy of the agenda and meeting notice shall be filed with the Clerk at the same time the notice is posted. In addition, the Clerk, if requested by the presiding officers, shall act as his designee for all notice requirements.
 - (d) **Other Requirements.** Compliance with the provisions of this section does not relieve any Body of compliance with other provisions of State law or City ordinances relating to notice to individuals or publication of notice of public hearings.
- (3) **FORM OF AGENDAS.** Advance agendas prepared by the Body shall list the items of business to be discussed. The Clerk shall have agenda forms available to be used by all bodies.
 - (a)

Form of Agenda for Council. (Am. #91-20) The following list is exemplary only and intended to serve as a guideline. Specific items of business should be inserted under the appropriate headings. The following shall also constitute the order of business to be followed at regular meetings of the Council:

AGENDA FOR MEETING OF _____

TO BE HELD AT _____ (A.M., P.M.) ON _____ / _____ / _____, 19_____ AT _____

1. Clerk calls the roll.
2. Approval of minutes of previous meeting.
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.
5. Communications.
6. Reports. Unless requested by a Council member, only recommendations of committees and boards will be read in full. Copies of full reports will be filed in the Clerk's office and open to public inspection during regular business hours commencing on the day following the day of the Council meeting.
7. Applications.
8. Petitions.
9. Mayor announces appointments.
10. Mayor's report.
11. Council committee reports in the order in which they are named in §2.21 of this chapter.
12. Reports of officers.
13. Ordinances.
14. Resolutions.
15. Other new or unfinished business as authorized by law.
16. Claims.
17. Contemplated closed session under §19.85, Wis. Stats.
18. Adjournment.

(b) Business Out of Order. No business may be taken out of prescheduled order, except by unanimous consent and without debate.

(c) Form of Agenda for All Governmental Bodies Other than the Council. The following list is exemplary only and intended to serve as a guideline. Specific items of business should be inserted under the appropriate headings. The following shall also constitute the order of business to be followed at regular meetings of all bodies other than the Council:

AGENDA FOR MEETING OF _____

TO BE HELD AT _____ (A.M., P.M.) ON _____ / _____ / _____, 19_____ AT _____

1. Roll call.
2. Approval of minutes of previous meeting.

2.21 - STANDING COMMITTEES. (Rep. & recr. #80-12)

The President of the Council, together with 2 other members of the Council, who shall be nominated and elected by a majority vote of the Council, shall constitute a Committee on Committees. The standing committees of the Council shall consist of 3 aldermen. The Committee on Committees shall recommend to the Council the appointment of 3 aldermen on each of the following standing committees:

- (1) COMMITTEE NO. 1. (Am. #90-12) Committee on Revenues, Disbursements, Water and Wastewater. This Committee shall be responsible for the establishment of budgets, maintaining of the same, assessment of properties, collection of taxes and securing proper insurance and shall be responsible for the development of budgets for water and wastewater, the maintaining of budgets and recommending the proper rates and the efficient operation and equipping of both utilities. Committee No. 1 shall also act as a Special Assessment Deferment Committee under §3.081(3) of this Municipal Code.
- (2) COMMITTEE NO. 2. (Am. #90-13) Committee on Labor Negotiations, Personnel, Policy and Administration. This Committee shall do the negotiating of all labor contracts, for organized and unorganized, including department heads. It shall have all grievances referred to them for disposition. It shall recommend all tables of organization which may be requested for change by all departments and shall review and approve hiring procedures for all personnel and establish hiring procedures when and where deemed necessary. It shall be responsible that City policies shall be uniform in all departments and boards under City control and jurisdiction. It shall be responsible for all areas of City government not specifically designated by the 2 other standing committees and shall assist all other committees when directed or requested to do so. Committee No. 2 shall also act as the Housing Advisory Board under §21.901 of this Municipal Code. Committee No. 2 shall also act as the Health Advisory Board under §1.14(3) of this Municipal Code.
- (3) COMMITTEE NO. 3. (Am. #81-24; #98-27) Committee on Transportation, Construction, Public Safety and Traffic. This Committee shall be responsible for the construction and maintenance of all streets and sewers in the City to assure proper repair and maintenance of all bridges, for all street lights, for the maintenance and replacement of all street and construction machinery and equipment used by the Street Department and landfill operation. It shall be responsible for a proper and efficient operation of both the Police Department and Fire Department and shall be responsible for all traffic control and parking matters brought to their attention.
- (4) COMMITTEE NO. 4. (Cr. #92-31; Am. #98-27; #99-23; #2003-20) Committee on recycling, computerization of the City, maintenance of City Hall and other unassigned buildings and intergovernmental cooperation of municipal services. This Committee shall consist of 3 aldermen, and one member to attend the Chippewa County Solid Waste Committee meetings on an informative basis. This Committee will address all types of recycling including, but not limited to, newspapers, aluminum, cardboard, plastics, metals and magazines. The Committee shall negotiate recycling contracts with vendors and recommend to the Council concerning the same. It will become familiar with marketing trends and programs and submit a recycling budget each year to Committee No. 1. It will address State mandates on recycling and address yard waste, household hazardous waste, incineration, citizens' complaints and concerns, illegal dumping, composting and other related matters. It will address issues of State and Federal grants.

It will address all computerization of the City and assure standardization and coordination of City Departments. The Administrative Technology Committee will report their findings to Committee No. 4. Committee No. 4 will forward their recommendations to the Council.

The Committee will address maintenance of the City Hall building and any other unassigned City buildings. It will conduct annual, or as needed, on-site inspections of these buildings and report their findings to the Council. The Administrative Assistant in conjunction with the Janitor will report to the Committee as necessary.

The Committee will address all shared, leveraged or outsourced services initiatives with other municipalities (counties, cities, villages, townships, etc.) and ensure the possible benefits of these initiatives (including state or federal incentives, etc.) are identified, evaluated and where appropriate obtained for the City where possible.

PARKS, RECREATION & FORESTRY SPECIAL PARK BOARD MEETING
Thursday, July 2, 2015

1. Call to order by Beth Arneberg at 7:00 p.m.

Roll Call: Members Present: Carmen Muenich, Dale Berg, Beth Arneberg, Heidi Hoekstra, Rob Kiefer and Nate Seckora.

Member Absent: Audrey Stowell

Staff present: Dick Hebert

2. Personal Appearances By Citizens. None.

3. Discuss/Consider:

- a. Irvine Park Welcome Center/Small Animal/Aviary Building

- Discuss RE-Bid for Phase Two, Building Build-Out.

Bob Sworski and Chad Oster from CBS² distributed the results of the bids for the Building Build-Out (See Attachment). Discussion followed. **Motion by Dale Berg/Carmen Muenich to accept the bids from the Building Build-Out in the amount of \$1,769,111.05.** We have not received bids on two packages, Chainlink Fence and Roofing after two different bid openings. The City Attorney will be notified to get advice on how to proceed.

4. Adjournment. **Motion by Carmen Muenich/Heidi Hoekstra, to adjourn at 7:50 p.m. Motion carried.**

Submitted by:

Dick Hebert, Director

Irvine Park Welcome Center, Small Mammal Exhibit, Avairy and Artifact Storage

Contractor	Scope Of Work	Preliminary Estimate	Bid Amount	Donation	Contract Amount	Comments
Heartland Contractors	Demo/Grading / Excavating	\$57,756.68	\$109,195.00	\$0.00	\$109,195.00	
Heartland Contractors	Utility Contractor	\$25,000.00	\$4,890.00	\$0.00	\$4,890.00	
Senn Blacktop	Asphalt Paving	\$25,650.00	\$24,250.00	\$0.00	\$24,250.00	
Buesser Concrete	Concrete Installer	\$275,000.00	\$336,122.05	\$0.00	\$336,122.05	
Steltar Concrete	Concrete Redi Mix Supplier	\$56,825.00	\$42,800.00	\$4,280.00	\$38,520.00	
Rohm Construction	Masonry	\$53,000.00	\$52,581.00	\$0.00	\$52,581.00	
Post Glass & Mirror	Glazing	\$79,350.00	\$75,500.00	\$5,500.00	\$70,000.00	
Lechlitrner Builders	Joint Sealants	\$9,250.00	\$8,384.00	\$0.00	\$8,384.00	
Schultz Drywall & Painting	Painting	\$101,535.00	\$100,000.00	\$5,000.00	\$95,000.00	
LBI	Carpentry	\$245,522.00	\$284,430.00	\$0.00	\$284,430.00	
Buesser Concrete	Miscellaneous Metals	\$32,500.00	\$62,040.00	\$0.00	\$62,040.00	
Chainlink Fence	Chainlink fence	\$48,071.00	\$0.00	\$0.00	\$0.00	No Bid
Buesser Concrete	Zoo Exhibit Fencing	\$130,000.00	\$47,875.00	\$0.00	\$47,875.00	
Lechlitrner Builders	Plumbing	\$111,021.00	\$185,492.00	\$0.00	\$185,492.00	
Roshell Electric	Electrical	\$120,675.00	\$142,421.00	\$10,000.00	\$132,421.00	
Hovlands	HVAC	\$212,388.00	\$147,548.00	\$1,000.00	\$146,548.00	
Buesser Concrete	Steel Supplier/Installer	\$65,000.00	\$62,040.00	\$0.00	\$62,040.00	
Lechlitrner Builders	Casework	\$110,000.00	\$109,323.00	\$0.00	\$109,323.00	
Roofing	Roofing	\$222,970.00	\$0.00	\$0.00	\$0.00	No Bid
TOTALS		\$1,981,513.68	\$1,794,891.05	\$25,780.00	\$1,769,111.05	

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, July 14, 2015

1. Call to order by Beth Arneberg at 6:02 p.m.
Roll Call: Members Present: Audrey Stowell, Beth Arneberg, Heidi Hoekstra, Rob Kiefer and Nate Seckora. Absent: Carmen Muenich and Dale Berg.
Staff present: Dick Hebert and Tommy Eisenhauer.
2. Approval of June 9, 2015, and July 2, 2015 Minutes: **Motion by Kiefer/Seckora to approve the June 9, 2015, and July 2, 2015, minutes. Motion carried.**
3. Personal Appearances By Citizens. None.
4. Discuss / Consider Special Event Applications:
 - a. EPA Smoke School Certification Training. This is a recurring session and we have encountered no problems. **Motion by Arneberg/Kiefer to approve special event applications to hold EPA Smoke School Certification Training sessions on November 11, 2015, and September 22, 2015. Motion carried.**
5. Discuss/Consider:
 - a. Neighborhood Parks Improvements. Dick Hebert presents a proposal received from Lee Recreation on the park in Bailey's Addition. The quote is \$42,351.00. It includes a playstructure with 20 active play events designed for children ages 5-12. Also discussed including a blacktop area, perhaps a ½ size basketball court, which could also have four square or other games painted on it. The current plan is for the south hill to remain as is and develop the lower part, which is flat. Dick will use these to show concepts and options when planning and discussing the project. Input will be sought from neighbors and donors. Also discussed was the Alexander McBean Park playground equipment. We have received a quote for a 10 active play event structure for \$18,335. A Whirligig could be included for an additional \$1,767.00. Dick thinks we can forego the Whirligig as it is similar to a piece of newer equipment that is already there. Dick feels this should be ordered in January and installed during the month of July. **Motion by Keifer/Hoekstra to take up to \$19,747.00 out of Parks General Donation Fund to purchase playground equipment for Alexander McBean Park. Motion carried.**
 - b. Irvine Park Fiber Network Connectivity. No discussion.
 - c. Irvine Park Welcome Center/Small Animal/Aviary Building. The City attorney was contacted to determine the next step due to no bids being received for roofing and chain link fencing of the project. CBS² is suggesting that the roof system be reconfigured and bids be solicited from three responsible contractors. Dick Hebert also discussed the landscape architecture design. CBS² does not perform this service and, therefore, was not contracted for it. JDH Landscape Architecture will be performing design services at a cost of

approximately \$4,700. The work will be bid out. Dick will ask Jim Hohncke to present the design at the August meeting.

- d. Discuss New Department Logo. The logo was handed out and discussed. Its first showing will be on TTM's sign outside the new playground.
 - e. Park Signage. No discussion.
 - f. Recreation Report. Tommy Eisenhower presented a recreation report showing a year-to-year comparison for pool and other recreation programs. The pool attendance is the best it has been since 2005.
 - g. Director's Report. Dick Hebert presented a summary of the donation accounts. Discussion regarding some ponding water at Buchanan Park. Monarch Paving will be fixing. Dick also discussed the work being done to address the emerald ash borer issue. He is meeting with other communities with hopes of forming a working group. Dick indicates that there was another expense for the pool roof repair project; the lighting was purchased directly.
6. Approve Claims. **Motion by Kiefer/Stowell, to approve claims of \$127,241.21. Motion carried.**
7. Board Member comments or concerns. Beth Arneberg reminds us that after the August meeting we will have our potluck picnic. Dick Hebert would like us to email him with what we'll be bringing. Nate Seckora asked about the skateboard park. The EC Y equipment has been sold.
8. Adjournment. **Motion by Arneberg/Hoekstra to adjourn at 7:06 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
June 10, 2015**

1. Call to Order

Meeting was called to order by Board President Mary Ann King at 5:00 p.m.

2. Roll Call of Members

Members Present: Hoekstra, Hull, Jones, King, Rasmus, Russell

Absent: Ambelang

Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda

Motion by Russell to approve the agenda with the stipulation that when Stacey Miller arrives we move item 12(a) to the beginning of the Agenda. Seconded by Hoekstra. All present Voting Aye. Motion carried.

4. Department Head Reports

a) Joe Niese – History Room

Joe Niese gave a report on the History Room. They have moved all the Wisconsin and Local History into a centralized location in the History Room. This highlights us having a very unique area for our materials. Summer is by far the busiest time of the year for the History Room due to patrons working on geological research. The History Center on the East Hill is only open on Tuesdays and that makes the Library the prime location for researching. The Register of Deeds for the County is also a resource for patrons but is only open to research on Wednesdays and Thursdays. Howard has been working on give archive treatment to the many library scrapbooks and other materials in the History Room. The History Room is in need of a new microfilm reader which can cost from \$3,000 to \$10,000. The Library will be researching possible grants or other help to purchase one. The shelving from the old Carnegie Library was refurbished under a grant and is used in the Main Library and the History Room.

12. Announcements

a) Thank you to Stacey Miller.

Stacey Miller arrived. President King thanked Stacey Miller for serving on the Chippewa Falls Board of Trustees for the past several years. She presented him with a plaque acknowledging his service to the Board and a card. Other members of the Board shared a few remembrances with Stacey about his service.

5. Disposition of the minutes of the regular meeting of May 13, 2015.

Motion by Hoekstra, seconded by Rasmus to approve the minutes of the regular meeting of May 13,, 2015. All present Voting Aye. Motion carried.

6. Disposition of the vouchers to be paid from the 2015 budget after June 16, 2015.

Motion made by Russell seconded by Hoekstra to approve payment of the vouchers to be paid from the 2015 budget after June 16, 2015. Roll Call Vote taken. Aye -- Hoekstra, Hull, Jones, King, Rasmus, Russell. All present Voting Aye. Motion carried.

7. Public appearances by citizens.

None

8. Correspondence

A Thank you from The Ridgeland Area Friends of the Library was shared. They are thanking the Library for a donation of materials for getting a Library started in Ridgeland. Correspondence from the Community Foundation was shared about an upcoming informational meeting.

9. Management report

Director Niese presented the Management Report. He talked about highlights from the report. He reported that Sue Rada has joined the Main Street Board and has applied for a spot in the Youth Services Development Institute. If accepted all expenses will be paid by the State. We will be getting a new copier by the Reference Desk next week. It will be cost less than the present copier. On June 16th there will be a Staff Training dealing with Patrons with Mental Illness conducted by the County. Summer programming started on Monday June 8th. Over 700 patrons entered the Library on that day. On July 23rd Cathy Schneider with Americans with Disabilities Act will be at the Library celebrating the 25th Anniversary of the Act. Further programming that Joe is working on is having a presentation about local history to correspond with the display case near the History Room.

10. Committee reports

- a) None

11. Current Business

a) Election of New Officers

President King opened the floor to nominations. Motion made by Hoekstra seconded by Hull to elect Barb Rasmus as President. Motion made by Hoekstra to move to close the nominations, seconded by Hull. All present voting Aye. Motion carried. New President is Barb Rasmus.

Motion made by Hoekstra and seconded by Jones for Amy Ambelang for Vice-President. Motion made by Hoekstra to move to close the nominations for Vice-President, seconded by Jones. All present voting Aye. Motion carried. New Vice-President is Amy Ambelang.

Motion made by Rasmus and seconded by Russell for Robert Hoekstra for Financial Secretary. Motion made by Rasmus to move to close the nominations for Financial Secretary, seconded by Russell. All present voting Aye. Motion carried. New Financial Secretary is Robert Hoekstra.

b) Assign committees

President King asked for volunteers for the various committees. Assignments were made to the various committees. (Form attached)

c) Review Act 150 payments

Act 150 invoices to the appropriate Counties were reviewed. They will be sent to the appropriate Counties this week.

d) Technological Update proposal for Large Meeting Room.

Director Niese presented the proposal from Audio Architects, Inc. for the Large Meeting Room. The funds for the update will come from the Building Improvement budget line. Reviewing the proposal the Board of Trustees asked that Niese ask the county to review the proposal. After the proposal has been reviewed the Board will move on it next month.

e) Suggestion box for the Library

The suggestion box is more like a donation box for making needs known for the Library. The donation box would make known to the Public needs for the Library that the general Library budget will not cover. It would be publicized by Facebook and the website. The Board will look at this further at another upcoming meeting.

13. Items for future consideration.

- a) Have Lynn Bauer from the City come and talk about the relationship between the Library and the City at the next meeting.
- b) New Signage for the Library

14. Adjournment

Motion made by Russell, second by Rasmus to adjourn. All present voting Aye. Motion carried. Meeting adjourned at 6:06p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

AN ORDINANCE AMENDING THE ANIMAL
CARE CODE SECTION, § 12.11 OF THE
CHIPPEWA FALLS MUNICIPAL CODE TO
BETTER SPECIFY THE ONUS FOR COMPLIANCE
WHERE AN ANIMAL HAS BEEN DECLARED DANGEROUS

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

1. That § 12.11(3)(n) of the Chippewa Falls Municipal Code, regarding responsibility for compliance where an animal has been declared dangerous be created to provide as follows:

12.11 ANIMAL CARE AND LICENSES

...

- (3) HARBORING DANGEROUS ANIMALS.

...

(n) *Responsibility for Compliance.* Whenever an animal has been declared dangerous under subsection (2) and the order becomes final the responsibility for compliance with subsections (3)(a) – (3)(m) above, as may be applicable, lies with the owner or caretaker. Specifically, but not by way of limitation, the owner or caretaker has five (5) business days to:

- 1) provide pictures of applicable signage under (3)(e) to the police department;
- 2) provide proof of insurance under (3)(g) to the police department;
- 3) provide proof of payment of the now \$375.00 registration fee under (3)(b) to the police department;
- 4) provide pictures to the police department of all leashes and muzzles which will be used regarding the animal, which pictures shall demonstrate that there will be compliance with (3)(c);

- 5) provide pictures which show proof of compliance with the pen and kennel requirements under (3)(d) to the police department; and
- 6) provide proof of the notification to landlord requirement, if applicable, to the police department.

In the event that an owner or caretaker subject to this subsection fails to provide the required proof of compliance the euthanasia requirement under (3)(k) will become applicable and the owner or caretaker will also be subject to a forfeiture action for failing to comply with a forfeiture of not less than \$300.00 plus applicable court costs, expenses, and fees.

Dated this 8th day of August, 2015.

COUNCIL PRESIDENT: _____

FIRST READING: July 21, 2015

SECOND READING: August 4, 2015

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

AN ORDINANCE AMENDING THE FAILURE
TO LICENSE DOGS AND CATS CODE SECTION,
§ 12.11(20)(B) OF THE CHIPPEWA
FALLS MUNICIPAL CODE TO ALLOW FOR
ORDINANCE CITING AND LATER DISMISSAL

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

1. That § 12.11(20)(b) of the Chippewa Falls Municipal Code which presently provide as
follows:

12.11 ANIMAL CARE AND LICENSES.

...

(20) LICENSES.

...

(b) *Failure to License.* If the owner of a dog or cat fails to obtain a license prior to April 1st of each year or fails to obtain a license within 30 days of acquiring a licensable dog or cat, or if the owner fails to obtain a license on or before the dog or cat reached licensable age, and any such owner has received a 10 day notice to comply with the City licensing requirements, the owner shall be subject to an ordinance violation citation hereunder for failure to license with a minimum forfeiture of \$100.00 plus applicable court costs.

be amended to provide as follows:

12.11 ANIMAL CARE AND LICENSES.

...

(20) LICENSES.

...

(b) *Failure to License.* If the owner of a dog or cat fails to obtain a license prior to April 1st of each year or fails to obtain a license within 30 days of acquiring a licensable dog or cat, or if the owner fails to obtain a license on or before the dog or cat reached licensable age, the owner shall be subject to an ordinance violation citation hereunder for failure to license with a minimum forfeiture of \$100.00 plus applicable court costs. It is not necessary that the owner first receive a notice to comply with City licensing requirements. If, within 10 days after receiving the citation, the owner delivers to the Chippewa Falls police department proof of licensing for the dog or cat, whether the licensing is before or after the citation date, the citation previously issued shall be dismissed by the City of Chippewa Falls.

Dated this 4th day of August, 2015.

COUNCIL PRESIDENT: _____

FIRST READING: July 21, 2015

SECOND READING: August 4, 2015

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

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

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

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

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

A. Prairie View Road (Wisconsin Street to South Avenue)

1. Removal and replacement of deficient street surfacing.

B. Prairie View Road (Gerald Street to West City Limits)

1. Removal and replacement of deficient street surfacing.

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

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

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

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

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

RESOLUTION NO. 2015-31

7. Upon adoption, the City Clerk shall mail a copy of the Preliminary Resolution to every interested party whose post office address is known or can be ascertained with reasonable diligence.

Dated this 21st day of July, 2015.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

PUBLISHED: _____

**WISCORS
COOPERATIVE AGREEMENT
BETWEEN
THE STATE OF WISCONSIN,
DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CHIPPEWA FALLS (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and CITY OF CHIPPEWA FALLS, acting by and through the Mayor of the City of Chippewa Falls (hereinafter referred to as the PARTNER); 30 W. Central Street; Chippewa Falls, WI 54729.

1 Purpose

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09, Wis. Stats. with other appropriate public authorities under Sections 86.25, 114.31 and 114.32, Wis. Stats., and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a WISconsin Continuously Operating Reference Stations (WISCORS) Network throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously. DEPARTMENT intends to enact administrative rules assessing fees for access to the information supplied by the PROGRAM, as authorized by the Wisconsin Legislature in recently-enacted s. 85.63(2), Wis. Stats.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with its goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT.

2 Responsibilities of Agencies

- 2.1 The PARTNER agrees to:
 - 2.1.1 Provide power to operate the GPS receiver and Uninterrupted Power Supply (UPS) (approximately 10 watts is needed); a secure facility to house the GPS receiver and related accessories; and the facility and/or land to place the monument.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WISCORS station, all necessary data collected by the PROGRAM, to the DEPARTMENT. This duty to make data collected available to the DEPARTMENT shall continue until termination of this Agreement.
- 2.2 DEPARTMENT agrees to:
 - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
 - 2.2.2 Construct the CORS monument, including payment for all materials.
 - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of monument to the secure PARTNER structure that houses the GPS receiver.
 - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
 - 2.2.5 Purchase, install, and maintain GPS receiver, Uninterrupted Power Supply/Battery Backup if required, antenna, antenna cable, and cabling necessary to connect to Internet, including any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
 - 2.2.6 Purchase, install, and maintain the GPS hardware and software including future upgrades necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
 - 2.2.7 Provide one license (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
 - 2.2.8 Maintain the proposed WISCORS so as to provide continuous operation throughout the state.
 - 2.2.10 Retain ownership of monument, GPS hardware and software, and all necessary cabling provided by the DEPARTMENT to operate the GPS receiver at the PARTNER site.
 - 2.2.11 Provide suitable and secure high-speed internet (i.e. DSL, cable, etc.) connection at the PARTNER'S facility to continuously send GPS data to the DEPARTMENT'S computer server.

3 Reports and Inspections

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

4 Certification of Funds: Term

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 This Agreement shall continue in force unless modified as provided in this subsection, or terminated as provides in subsection 4.3 below. The terms and conditions of the Agreement may be reviewed by the parties at any time. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall 1) remove its equipment and the CORS monument, and 2) restore the property to its original condition at its own cost.

5 Disputes

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin DEPARTMENT of Transportation or authorized representative and the PARTNER'S authorized representative.

6 Notice

- 6.1 Notice under this Agreement shall be directed as follows:

City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729
ATTN: Gregory S. Hoffman
Telephone: 715-726-2734
E-Mail: ghoffman70@aol.com

Wisconsin Department of Transportation
Bureau of Technical Services
Truax Center
3502 Kinsman Blvd.
Madison, Wisconsin 53704
ATTN: Ray A. Kumapayi
Telephone: (608) 246-7941
E-mail: ray.kumapayi@dot.wi.gov

7 General Provisions

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.

- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

PARTNER: _____ Date: _____

Gregory S. Hoffman, Mayor, City of Chippewa Falls

DEPARTMENT: _____ Date: _____

Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

July 6, 2015

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Richard J. Rubenzer, P.E.,
Director of Public Works, City Engineer, and Utilities Manager

Re: Agreement for Bidding-Related Services and Construction-Related Services
Screening, Dewatering, and Hauled Waste Improvements

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Bidding-Related Services and Construction-Related Services (Services) for the Screening, Dewatering, and Hauled Waste Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Bidding-Related Services

1. Distribute bidding documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Attend prebid meeting.
3. Prepare addenda and answer questions during bidding.
4. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
5. Prepare three sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at construction progress meetings, periodic site visits, and participation in project closeout.

City of Chippewa Falls
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2. Provide resident project representative for part-time observation of construction including 20 days of on-site construction observation. In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.
3. Provide record drawings in paper and electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
4. Provide OWNER with Clean Water Fund (CWF) assistance including completion of disbursement forms during construction and project closeout.
5. Prepare an update, as required for CWF projects, to the existing Operation and Maintenance manual for influent screening, dewatering, hauled waste, and high-strength waste receiving project improvements.
6. Assist OWNER with start-up of project improvements.
7. Communicate with controls system integrator providing information for integrator's development of supervisory controls and data acquisition system screens.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

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4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
6. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
8. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.
9. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
11. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Bidding-Related Services on an hourly rate basis plus expenses an estimated fee of \$9,000.

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OWNER shall compensate ENGINEER for Construction-Related Services on an hourly rate basis plus expenses an estimated fee of \$189,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on July 14, 2015. Services are scheduled for completion on July 29, 2016.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

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5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.
8. OWNER shall prepare any updates to the safety section.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

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Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1. percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Wisconsin Department of Natural Resources (WDNR) financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

City of Chippewa Falls
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Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

Richard J. Rubenzer
Director of Public Works, City Engineer,
Utilities Manager

Date