

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, JUNE 24, 2013 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 24, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer and Alderperson George Adrian. Absent were Finance Manager Lynne Bauer and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Natures View Developer Bob Rosendahl.

1. **Motion** by Adrian, seconded by Rubenzer to approve the minutes of the June 10, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board considered the attached agreement for design and construction engineering for the new downtown roundabout. This replaces the previous design contract with S.E.H. S.E.H. project engineer, Greg Weyandt has indicated that actual design engineering will be less than the previously approved amount of \$116,448.47.  
**Motion** by Adrian, seconded by Hoffman to recommend the Common Council approve the attached design and construction engineering contract with S.E.H. in an amount not to exceed \$220,268.23 and to authorize Mayor Hoffman, Clerk Givens and Director of Public Works Rubenzer to execute the said contract. **All present voting aye. MOTION CARRIED.**
  
3. The Board considered a draft developer's agreement for development of Natures View Subdivision located near the Northwest corner of STH #178 and Park Avenue. Access to the subdivision will be through a reconstructed Cashman Drive cul-de-sac. The temporarily closed Cashman Drive railroad crossing will need to be reopened for access to the subdivision. Developer Bob Rosendahl proposed doing site grading in 2013 and completing subdivision infrastructure in 2014. A rough draft had been discussed previously and the attached version includes changes proposed by Director of Public Works Rubenzer. Rubenzer stated that the developers' agreement was taken from previous developers agreements on Willow Creek and Wissota Green but that City Attorney Ferg would need to review and approve prior to execution. Alderman Adrian commended Mr. Rosendahl for doing site grading in one year and then developing in the following year allowing site compaction to occur.  
**Motion** by Adrian, seconded by Rubenzer to recommend the Common Council approve the attached agreement for the development of Natures View Subdivision upon review and approval of the same by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**
  
4. **Motion** by Adrian, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 P.M.

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

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, JUNE 10, 2013 – 5:30 PM**

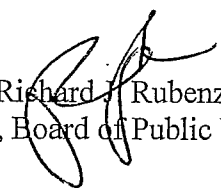
The Board of Public Works met in City Hall on Monday, June 10, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Alderperson Jane Lardahl, Assistant City Engineer Matt Decur and Mike Swoboda P.E. of S.E.H.

1. **Motion** by Bauer, seconded by Adrian to approve the minutes of the May 13, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. The Board considered the attached bids for the Downtown Roundabout Project. Four competitive bids were received with the lowest three bids within a two percent range of each other. Rubenzer noted that the roundabout construction and design and construction engineering were about thirty thousand over the budgeted amount of 1.3 million dollars. A start date of July 8<sup>th</sup>, 2013 is anticipated.  
**Motion** by Senn, seconded by Adrian to recommend the Common Council accept the low bid of \$1,119,509.67 and award the downtown River/Bridge Street roundabout construction project to low bidder Haas Sons Inc. In addition, that Mayor Hoffman and any other appropriate City staff be authorized to execute the project agreement upon review and approval of project documents by City Attorney Ferg. **All present voting aye. MOTION CARRIED.**
  
3. The Board considered the Compliance Maintenance Annual Report (CMAR), for the Chippewa Falls Wastewater Treatment Plant, (summary attached), for the calendar year of 2012. Rubenzer noted that the plant received a perfect score and was operating at an all time best for phosphorus removal. He also noted that biosolids have become very difficult to dewater and that we are investigating causes and solutions through a solids handling study.  
**Motion** by Adrian, seconded by Bauer to recommend the Common Council accept the 2012 Compliance Maintenance Annual Report (CMAR), and approve the corresponding resolution. **All present voting aye. MOTION CARRIED.**
  
4. Mike Swododa P.E., of S.E.H. appeared to present the attached Street Use Permit request for the construction of the new downtown S.E.H. building. Mr. Swoboda requested to use the south parking lane of Spring Street during the project time period of June 24, 2013 to May 2014. He noted that perimeter fencing was moveable and would be installed in phases as shown on the attached plan. He also indicated that Bridge Street would be closed between River and Spring Street during the July – October 2013 period for reconstruction into a two-way street. Senn inquired about a temporary crosswalk at the west side of the project site. Rubenzer will pursue the crossing idea with Street Manager Ruf and Mr. Swoboda.  
**Motion** by Senn, seconded by Rubenzer to recommend the Common Council approve the

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

Street Use Permit request of S.E.H. for use of Spring Street, Bridge Street and the alley between Spring Street and River Street during construction of the new downtown S.E.H. building. The time period is June 24, 2013 to May 2014 and details are shown on the attached permit drawing. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Adrian, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:50 P.M.

  
Richard Rubenzer, PE  
Secretary, Board of Public Works



June 3, 2013

RE: City of Chippewa Falls  
Bridge/River Street Roundabout  
SEH No. CFCIT 122727

Richard J. Rubenzer, PE  
Director of Public Works/City Engineer/Utilities Manager  
City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

Short Elliott Hendrickson Inc. (SEH<sup>®</sup>) is pleased to submit this proposal for the addition of construction engineering services for the proposed Bridge/River Street Roundabout. These services are being added to the existing design engineering services contract already executed by the City of Chippewa Falls.

### **Scope of Services**

SEH understands the scope of the project to include the following:

1. *Design, plans and bidding documents for the Roundabout at the intersection of Bridge and River Street, including River Street from Island to Bridge.*
2. *Agency coordination as required to complete the project.*
3. *Phase I Hazardous Materials Report – WisDOT format.*
4. *Utility coordination.*
5. *Coordination with WisDOT.*
6. *Pavement design – WisDOT format.*
7. *Meetings:*
  - a. *City Council meeting attendance as required.*
  - b. *Two reviews with City of Chippewa Falls staff.*
8. *Topographic and utility surveys as necessary to complete the design of the Roundabout.*
9. *Plat for one parcel along with title searches and layout of existing R/W as required to design and construct the project.*
10. *Traffic counts as necessary to complete the Roundabout design.*
11. *Construction inspection services, excluding inspection of the water and sanitary services, which will be inspected and accepted by City of Chippewa Falls staff.*

**Engineering Fees**

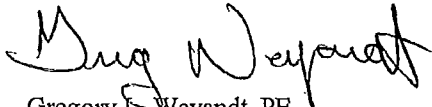
SEH proposes to complete the scope of services outlined above for a not-to-exceed fee of \$220,268.23, which includes the previously approved design fees of \$116,448.47 and construction inspection fees of \$103,819.76.

SEH will also furnish such Additional Services as you may request. Payment for additional services shall be based on the time required to perform the services and the billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment.

We will bill you monthly for services, expenses and equipment. This letter agreement represents the entire understanding between you and us in respect of the project and may only be modified in writing signed by both parties. If this satisfactorily sets forth your understanding of our agreement, please sign in the space provided below and return one copy to us.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Gregory E. Weyandt, PE  
Project Manager/Principal



Timothy M. Marko  
Client Service Manager/Principal

By: \_\_\_\_\_  
Rick Rubenzer, Director of Public Works  
City of Chippewa Falls Public Works Department

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Gregory Hoffman, Mayor

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Bridget Givens, City Clerk

Date: \_\_\_\_\_

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**DEVELOPMENT AGREEMENT**

**RELATING TO**

**NATURE'S VIEW PLAT**

**BY AND BETWEEN**

**CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN**

**AND**

**NATURE'S VIEW LLC**

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This agreement was drafted by:

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## DEVELOPMENT CONTRACT

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the City of Chippewa Falls, a Wisconsin Municipality, (“City”), and Nature’s View LLC, a Wisconsin Limited Liability Corporation, with an address of P.O. Box 98 Menomonie, Wisconsin 54751, (“the Developer”);

**WITNESSETH THAT**, the parties hereto recite and agree as follows:

### **Section 1. Recitals.**

**1.01. The Property.** The Developer now owns the property described in the attached Exhibit “A” comprising 14.82 acres, and which is also known as the Plat of Natures View, located in the City of Chippewa Falls, Chippewa County, Wisconsin. The Developer has proposed to subdivide the property and construct 22 duplex style homes.

**1.02. Public Improvements.** The Developer has requested that they, at their expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve the property area (“Public Improvements”). A description of the Public Improvements and estimates of costs is attached as Exhibit “B”. The City is willing to allow the Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied.

**1.03. Public Improvements; Plans, Specifications.** The City agrees to authorize Richard J. Rubenzer, P.E., the City Engineer, to review and approve the plans and specifications prepared by the Developers for the Public Improvements. All street, storm, sanitary and water infrastructure will conform to the Standard Construction Specifications of the City of Chippewa Falls. Approval of said specifications and plans for the Public Improvements is a condition of this agreement.

**1.04. Public Improvements, Warranty.** Developer agrees that the work will be done in a workmanlike manner; that all materials and labor will be in strict conformity to the specifications and any requirements set forth by the City. All work done pursuant to this contract is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or stop work on the project if any condition of this contract is breached or any law or administrative rule is violated if not rectified immediately to the satisfaction of the City Engineer.

If any material or labor that is supplied is rejected by the City Engineer as defective or unsuitable, then the rejected materials must be removed and replaced with approved material, and the rejected labor will be done anew to the reasonable satisfaction and approval of the City Engineer at the sole cost and expense of the Developer.

This warranty will extend for one year beyond the final acceptance of the Public Improvements by the City. The City agrees that acceptance will not be unreasonably delayed.

Developer acknowledges and agrees that the public improvement work described herein is subject to Wisconsin's Prevailing Wage Rates and Hours of Labor Law. Developer will not undertake any work until the City Engineer is satisfied that Wisconsin's Prevailing Wage Rates and Hours of Labor Laws are being complied with and that developer will continue to comply with said laws at all times while this agreement is in effect.

**Section 2. Developers' Representation.** The Developer represents to the City that as of the date of this Agreement, the statements set forth in this section are true.

**2.01. No Disability.** The Developer knows of no legal disability that would prevent it from carrying out this Agreement.

**2.02. Execution No Violation.** The execution, delivery and performance of this Agreement do not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which the Developer is a party.

**2.03. Litigation.** There are no pending or, to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform their obligations under this Agreement.

**2.04. Compliance.** The Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

**Section 3. Public Improvement Schedule** The Developer will install improvements in accordance with the provisions in Section 3 of this Agreement.

**3.01. Final Plat Approval.** Provided that the Developer is not in default of this Agreement, the City will approve the final plat of each Phase in advance of acceptance of the streets and utilities within that plat.

**3.02. Selection and Control of Contractors.** The City and the Developer must review and jointly approve the selection of any contractors who will work on the Public Improvements. The City's approval will not be unreasonably withheld.

**3.03. Contracts for Work.** Any contract awarded by the Developer for work on the Public Improvements must contain the following provisions:

**Failure to Perform.** The Developer (Owners) may, by written notice to the contractor, immediately terminate their contract in any of the following

circumstances:

1. Failure to make satisfactory progress toward completion of this contract and contractor has been given three (3) notices by Owner and has failed in each case to correct a delay within seventy two (72) hours of notice.

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2. Failure to meet specifications or correct deficiencies and the contractor has been given three (3) notices by Owner and has failed in each case to meet specifications or correct deficiencies within seventy two (72) hours.

**3.04. Dedication of Work.** Each element of the Public Improvements will become as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer and the Developers will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of the Developer or assigns.

#### **Section 4. Security.**

**4.01. Consultant Fees and Charges.** The Developer will pay to the City, within thirty (30) days of being invoiced, as reimbursement for consultant fees incurred by the City in the performance of City responsibilities undertaken pursuant to this Agreement, including the costs of engineering, legal and testing services, oversight and inspection of grading, erosion control, wetland restoration and any other development related improvement as well as reasonable administrative expenses associated with the review of the plans and specifications and inspection and supervision of construction and re-inspection for one (1) year beyond the acceptance of the completed work. In no event will the City have the right to collect any fees or charges that exceed four percent (4%) of actual construction costs of the Public Improvements, excluding the costs of site grading and other Private Improvements. Actual construction costs as used in this Section will not include soft costs such as legal, surveying, engineering, inspection and financing. Fees due under this section will be paid to the City at least quarterly.

**4.02. Security for Cost of Developer Improvements.** Developer must, prior to beginning work on each phase of the Public Improvements, provide the City with a performance bond or approved letter of credit satisfactory to the City in the sum of one hundred twenty-five percent (125%) of the estimated cost of the Public Improvements. The performance bond or letter of credit is a guaranty to the City that the Public Improvements will be timely completed to the City's satisfaction. The performance bond will be maintained continuously by the Developer until the Public Improvements are completed to the City's satisfaction. The performance bond for Public Improvements shall be released upon certification by the City Engineer that items are satisfactorily completed pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent,

Developer may request of the City that the performance bond be reduced for the work which has been fully completed and paid.

The performance bond will permit the City to draw upon it for the full face amount of the cost of curing any default of the Developer upon ten (10) days written notice to the Developer of its opportunity to cure.

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The Developer shall pay the City for a plat review fee, storm water management plan review fee, and a legal review fee according to City ordinance or policy as determined by the City of Chippewa Falls Common Council.

### **Section 5. Developer's Responsibility.**

**5.01. Easements.** The Developer must furnish to the City upon request and without charge, all permanent easements over property owned or controlled by them as designated in the plans and specifications, and deeds to property deemed necessary by the City for the location, construction, installation and operation of the Public Improvements, in form and content satisfactory to the City.

**5.02. Inspection.** The Developer shall instruct its Engineer to provide adequate field inspection personnel to assure an acceptable level of quality control, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City representatives and a soil engineer observe the work on a full or part time basis.

The Developer shall pay for City engineering and construction observation performed by the City Engineer. City engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the plat, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of request for reduction in security. Construction observation performed by the City Engineer shall include part or full time observation of proposed public utilities and street construction.

**5.03. Engineering Data.** The Developer, through their Engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in his duties in order to insure that the complete improvements conform to the approved plans and specifications.

**5.04. Erosion Control Measures During Construction.** Developer and builders shall comply with Chapter 30 (Construction Site Erosion Control) of the City of Chippewa Falls Code of Ordinances, and all applicable DNR regulations contained in SS283, NR151 and NR216.

**5.05. City Regulations.** Developer acknowledges the property is regulated by the City and that a default under City ordinances or condition of approval of any permit is

a default as defined in this agreement. The following conditions must be fulfilled to the satisfaction of the City Planner and City Engineer before construction of each phase of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council if adequate assurances of compliance are provided by the Developer.

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- (a) A Storm Water Management Plan shall be submitted and approved. The City Engineering Department reserves a minimum of one month for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place before building permits are issued as determined by the City Engineer.
- (b) All development shall be done according to All Applicable City of Chippewa Falls specifications and Municipal Code of Ordinances.
- (c) The City shall review and approve a grading plan, utilities plan, and phase plan for each phase of development.
- (d) The Developer shall obtain all required permits from the City of Chippewa Falls, Chippewa County, the State of Wisconsin and the United States Federal Government.
- (e) The Developer reserves the Right to request a conditional use permit that will allow for a "Twin home" residential plat on all or part of the approved plat of Nature's View at some time in the future. Developer will be required to and responsible for compliance with all applicable existing City, County, and State requirements in the establishment of the "Twin Home" Residential Plat.

**5.06. Damage to City or County Facilities.** The Developer will be responsible for any damage caused to any City or County facilities or improvements including roads, storm water systems, sewer and water facilities whether done by the Developer, their contractors, agents or employees and for any repair or clean up costs or expenses incurred by the City or County in taking remedial action.

**Section 6. Insurance.**

**6.01. Insurance.** The Developer and its contractors will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:

- (a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used), and will be endorsed to show the City as an additional insured to the extent of its

interest.

(b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles involved in work on the Public Improvements, in the minimum amount for each occurrence of \$1,000,000, and will be endorsed to show the City as an additional insured to the extent of its interest.

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(c) Worker's Compensation insurance respecting all employees in amounts not less than the minimum required by statute.

**Section 7. Construction before final acceptance.** The Developer will have the right to construct on the property, before a full range of municipal services are available or approved by the city. The Developer will be responsible at no risk to the City for any building construction on the site prior to final acceptance from the City. All Building that occurs will be required to conform to all City requirements and ordinances and the grading plan integrated properly with street, utilities and drainage patterns for the completed Development. In all events, however, the Uniform Dwelling Code must be followed and the Developer shall obtain all required approvals from City before allowing the public access to the models or an occupancy permit is issued by the City. The Developer will be solely responsible for any damage to paved City streets or any other City property that occur or arise out of this section. Before any Permits may be issued under this section, the following conditions must be fulfilled to the approval of the City Inspector, Director of Public Works and City Planner;

- a) Design review must be approved.
- b) Grading plan must be approved.

**Section 8. Indemnification.**

**8.01. Indemnification.** Developer agrees to defend and hold the City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by the Developer, its employees and agents, in connection with the Public Improvements.

**8.02. Enforcement by City; Damages.** The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that their failure to perform any or all of its obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that the expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

**Section 9. Events of Default.**

**9.01. Events of Default Defined.** The following will be “Events of Default” under this Agreement and the term “Event of Default, will mean, whenever it is used in this Agreement, any one or more of the following events:

- a) Failure by the Developer to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.
- b) Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

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- c) In each event the Developer will be afforded ten (10) days after receipt of written notice to cure the violation and avoid a default.

**9.02. Remedies on Default.** Whenever any “Event of Default” occurs, the City may take any one or more of the following actions:

- a) Suspend work on the project and its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.
- b) Take action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer or under the performance bond described in §4.02.
- c) Undertake to complete the public improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.02 for the full amount of the estimated work.

**Section 10. Administrative Provisions.**

**10.01. Notices.** All Notices, certificates or other communications required to be given to the City and the Developers must be sufficiently given and will be deemed given when delivered, or when deposited in the United States mail in certified form with postage fully prepaid and addressed with return receipt requested, as follows:

- |                   |                                                                                                                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------------|
| If to the City:   | Richard J. Rubenzer, P.E.<br>Director of Public Works/City Engineer<br>30 West Central Street<br>Chippewa Falls, WI 54729 |
| If to Developers: | Robert C. Rosendahl<br>Nature’s View, LLC<br>P.O. 98<br>Menomonie, WI 54751                                               |

The City and the Developer by notice given to the other, may designate different addresses to

which subsequent notice, certificates or other communications will be sent.

### **Section 11. Additional Provisions.**

**11.01. Titles of Sections.** Any titles of the several parts of the Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

**11.02. Counterparts.** This Agreement is executed in any number of counterparts, each of which will constitute one and the same instrument.

**11.03. Modification.** If the Developer is requested by the Holder of a Mortgage or by a prospective Holder of a prospective Mortgage to amend or supplement this Agreement in any

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manner whatsoever, the City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.

**11.04. Law Governing.** This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

**11.05. Severability.** In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, holding will not validate or render unenforceable any other provisions.

**11.06. Assignability.** The Developer may not assign this contract without prior written permission of the City Council. Such permission may not be unreasonably withheld.

**11.07. Recording.** Acknowledge that the Contract will run with the land, will be recorded against the property, and will be enforceable against all owners, successors and assigns.

### **Section 12. Termination of Agreement.**

**12.01. Termination.** This Agreement will terminate at the time all of the Developer; obligations have been fulfilled and when the cost of the Public Improvements have been paid in full and any default of the Developer has been cured, or one (1) year after acceptance of the Public Improvements by the City, whichever occurs later. Upon request of Developer, the City shall promptly provide the Developer with a certificate in recordable form that shall serve as evidence that the Developer has completed its obligations hereunder.





**EXHIBIT A**  
**NATURE'S VIEW PLAT**

**EXHIBIT B**  
**DESCRIPTION OF PUBLIC IMPROVEMENTS**

