

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

To be held on Tuesday, October 6, 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 September 15, 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.
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
  - (a) Consider Board of Public Works meeting minutes of September 21, 2015.
7. **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 September 29, 2015.
8. **APPLICATIONS**
  - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting).*
  - (b) Consider Street Use Permit Application from Sweeney's Bar and Grill, Burly's, Weekend at Bernie's and Dewey's Roadhouse for Trick or Treat on Canal Street utilizing Canal Street at Main Street to Depot Street on October 31, 2015.
  - (c) Consider Application for Class "E" Dance and Live Music License from Colleen Johnson for Sweeney's Bar and Grill, 201 E Canal Street, on October 31, 2015.
  - (d) Consider Application for Class "E" Dance and Live Music License from Brian Krista for Burly's, 19 E Canal Street, on October 31, 2015.
  - (e) Consider Application for Class "E" Dance and Live Music License from Bernard Lavelle for Weekend at Bernie's, 353 E Canal Street, on October 31, 2015.
  - (f) Consider Application for Class "E" Dance and Live Music License from Dwayne Lambert for Dewey's Roadhouse, 1 E Canal Street, on October 31, 2015.
  - (g) Consider 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 Trick or Treat on Canal Street to be held on October 31, 2015 from 5:00 pm – 10:00 pm.
  - (h) Consider request of Brian Krista (Burly's) for a temporary extension of premises in relation to his current Alcohol Beverage License Application for Trick or Treat on Canal Street to be held on October 31, 2015 from 5:00 pm – 10:00 pm.
  - (i) Consider request of Bernard Lavelle (Weekend at Bernie's) for a temporary extension of premises in relation to his current Alcohol Beverage License Application for Trick or Treat on Canal Street to be held on October 31, 2015 from 5:00 pm – 10:00 pm.
  - (j) Consider request of Dwayne Lambert (Dewey's Roadhouse) for a temporary extension of premises in relation to his current Alcohol Beverage License Application for Trick or Treat on Canal Street to be held on October 31, 2015 from 5:00 pm – 10:00 pm.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS** - None
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None

**13. ORDINANCES**

**(a) Second Reading of Ordinance #2015-18 Entitled:** An Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin.

**(b) Second Reading of Ordinance #2015-19 Entitled:** An Ordinance Creating Ward 3a in the City of Chippewa Falls due to Annexation of Real Property Located in a Different County Supervisory District.

**(c) First Reading of Ordinance #2015-20 Entitled:** An Ordinance Providing for Control over the Siting of Cell Phone and Broadcast Towers and Small Cell Panel Antennas as Allowed under 2013 Wisconsin Act 20 and New § 66.0404 of the Wisconsin Statutes - §17.08(14) of the Chippewa Falls Municipal Code, which is a part of the Chippewa Falls Zoning Ordinance.

**(d) First Reading of Ordinance #2015-21 Entitled:** An Ordinance Amending § 12.11 of the Chippewa Falls Municipal Code Relative to the Requirement to Obtain a Kennel License.

**14. RESOLUTIONS**

**(a) Consider Resolution #2015-45 Entitled:** Resolution Designating Public Depositories.

**(b) Consider Resolution #2015-46 Entitled:** Exhibit A Resolution (regarding short-term promissory notes for capital equipment items).

**15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**

**(a) Discuss and consider a 10' x 20' permanent easement to Xcel Energy on Outlot #9 located along the south edge of Technology Way.**

**(b) Discuss and consider a proposal from SEH to assist the City to prepare a Wisconsin Economic Development Corporation Community Development Investment Grant Application for downtown development projects.**

**(c) Consider contract with Five Bugles/ADG for design of proposed Chippewa Falls Fire Station #1.**

**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 deliberate and/or discuss the availability and investment of public funds or other possible City financing towards the conveyance and development of the property located at 100 N. Bridge Street.**

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 October 1, 2015 at 1:00 pm by BNG.

## MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, September 15, 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, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Assistant City Engineer Rob Krejci, Police Chief Wendy Stelter, Parks and Recreation Director Dick Hebert, City Clerk Bridget Givens, Director of Chippewa Falls Main Street Teri Ouimette, and those on the attached sign-in sheet.

### APPROVAL OF MINUTES OF PREVIOUS MEETING

**(a) Motion by Kiefer/Monarski to approve the minutes of the September 1, 2015 Council Meeting. All present voting aye, motion carried.**

### PERSONAL APPEARANCES BY CITIZENS

**(a)** Will Moulton, 1030 Pine Needle Drive, appeared to express his concerns regarding the recent regional flooding in the Korger Heights Addition. Mr. Moulton believes this issue may arise again in the future and would like to find resolution.

**(b)** Jim Claxton, 1128 Pine Needle Drive, appeared regarding the regional flooding in the Korger Heights Addition. He believes the flooding issues began when the neighboring field was farmed, and also believes the culvert may not be large enough.

**(c)** Ian Kopp and Wendy Harings, 809 Pine Acre Drive, appeared to express their concerns regarding the recent regional flooding in the Korger Heights Addition. Additionally, they shared a video of the flooding with the Council.

Mayor Hoffman stated that the issues are being addressed through the City's Engineering Department.

**PUBLIC HEARINGS** - None

**COMMUNICATIONS** - None

### REPORTS

**(a)** The Board of Public Works meeting of September 7, 2015 was cancelled due to the holiday.

**(b) Motion by Kiefer/Hull to approve the Plan Commission meeting minutes of September 10, 2015. Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Ford, Monarski, King. Motion carried.**

### COUNCIL COMMITTEE REPORTS

**(a) Motion by King/Kiefer to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of September 15, 2015. All present voting aye, motion carried.**

**(b)** The Park Board minutes of September 8, 2015 were presented.

**(c)** The Library Board minutes of August 12, 2015 were presented.

### APPLICATIONS

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

**Motion by Olson/Monarski to consider items (b) – (g) in one motion. All present voting aye, motion carried.**

**Motion by Olson/Monarski to approve items (b) – (g) as follows:**

**(b)** Street Use Permit Application from Chippewa Falls Main Street for Paint the Town Pink to be held on October 1, 2015 from 4:00 pm - 7:00 pm utilizing the parking spaces on both sides of the street of the 500 block of N Bridge Street for the parking of classic cars.

**APPLICATIONS** (continued)

- (c) Street Use Permit Application from the Chippewa Falls Music Association for the Music Along the Chippewa Marching Band Competition on October 10, 2015 from 1:30 pm - 10:00 pm utilizing various City streets.
- (d) Street Use Permit Application from Wendy Hutton for the Loop De Loopy Triathlon on September 26, 2015 from 11:00 am - 3:00 pm utilizing various City streets.
- (e) Street Use Permit Application from Wesley Partlo of Every Buddy's Bar and Grill to utilize five parking stalls in front of 19 W Central Street for loading and unloading musical equipment for events on September 16, September 21, and September 29, 2015 from 12:00 pm - 2:00 am.
- (f) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the McDonell Athletic Booster Club for the Spirit of the Macs Auction to be held on October 3, 2015 at McDonell High School, 1316 Bel Air Blvd.
- (g) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Boys and Girls Club for the Men Who Cook event to be held on October 24, 2015 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

**All present voting aye, motion carried.**

**PETITIONS** - None

**MAYOR ANNOUNCES APPOINTMENTS**

- (a) **Motion by Monarski/Olson** to approve the appointment of Greg Misfeldt to fill a vacancy on the Plan Commission. **All present voting aye, motion carried.**
- (b) Mayor Hoffman read a proclamation declaring September 26, 2015 as The Triple Anniversary of the Chippewa County Historical Society, the Chippewa County Genealogical Society, and the Area History Center.

**MAYOR'S REPORT** - None

**REPORT OF OFFICERS** - None

**ORDINANCES**

- (a) The First Reading of **Ordinance #2015-18 Entitled:** An Ordinance Annexing Territory to the City of Chippewa Falls, Wisconsin was held.
- (b) The First Reading of **Ordinance #2015-19 Entitled:** An Ordinance Creating Ward 3a in the City of Chippewa Falls due to Annexation of Real Property Located in a Different County Supervisory District was held.

**RESOLUTIONS**

- (a) **Motion by King/Olson** to approve **Resolution #2015-42 Entitled:** Resolution Approving a Certified Survey Map. **Roll Call Vote: Aye – King, Olson, Nadreau, Ford, Monarski, Kiefer, Hull. Motion carried.**
- (b) **Motion by Kiefer/Monarski** to approve **Resolution #2015-43 Entitled:** Resolution Approving a Certified Survey Map. **Roll Call Vote: Aye – Kiefer, Monarski, King, Hull, Olson, Nadreau, Ford. Motion carried.**
- (c) **Motion by Monarski/Kiefer** to approve **Resolution #2015-44 Entitled:** City of Chippewa Falls, WI Authorizing Resolution. **Roll Call Vote: Aye – Monarski, Kiefer, King, Hull, Olson, Nadreau, Ford. Motion carried.**

**OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW** - None

**CLAIMS**

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

City General Claims:	\$952,236.80
Authorized/Handwritten Claims:	\$12,740.11
Department of Public Utilities:	<u>\$37,135.50</u>
Total of Claims Presented	<u>\$1,002,112.41</u>

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

**CLAIMS** (continued)

**(b) Motion by Monarski/Olson** to refer the claim submitted by Keith Hutchinson, 13415 85th Avenue, to the insurance company. **All present voting aye, motion carried.**

**Motion by Hull/Kiefer** to consider items (c) – (f) in one motion. **All present voting aye, motion carried.**

**Motion by Hull/Olson** to disallow the following claims as recommended by the insurance company:

**(c)** Claim of Alexa Vincent, 1426 W Willow Street, against the City of Chippewa Falls.

**(d)** Claim of Mark Vincent, 1426 W Willow Street, against the City of Chippewa Falls

**(e)** Claim of Roger Pehlke, 625 Summit Avenue, against the City of Chippewa Falls.

**(f)** Claim of James Welch, 1432 Loffler Court, against the City of Chippewa Falls.

**All present voting aye, motion carried.**

**CLOSED SESSION** - None

**ADJOURNMENT**

**Motion by Olson/Nadreau** to adjourn at 7:03 pm. **All present voting aye, motion carried.**

Submitted by:

Bridget Givens, City Clerk

# CITY COUNCIL ATTENDANCE SHEET - September 15, 2015

NAME	ADDRESS
B. Flynn	1304 Parry C.F.
JERI STARR	7493 Hwy K C.F.
Jim CLAXTON	1128 PINE NEEDLE DR. C.F.
BARBARA CLAXTON	"
Jackie Moulton	1030 Pine Needle Dr. C.F.
Will Moulton	" " " "
Fred Holtz	9990 166st JT CF
SCOT JOHNSON	1020 PINE NEEDLE DR. C.F.
Wendy Harnings	809 PINE ACRE CF.
Tan Kopp	7595 141st St CF
Aune Keller	1427 Hilltop Blvd Ct

CITY COUNCIL ATTENDANCE SHEET - September 15, 2015

NAME	ADDRESS
Dave Gubner	6857 182nd St
Gundlach	5432 178th St
Bill Brantner	18667 75th Ave - C.F.
Brady Zwietschefer	1122 Pine Needle Drive - C.F.
Wes Parfio	210 W. Columbia - C.F.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, SEPTEMBER 21, 2015 – 5:30 PM**

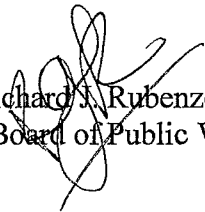
The Board of Public Works met in City Hall on Monday, September 21, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Also, present at the meeting: Nancy Dotson and Margaret Murphy representing Xcel Energy, Heather Marble representing Sweeney's Bar & Grill and Alderperson C.W. King.

1. **Motion** by Bauer, seconded by Rubenzer to approve the minutes of the August 24, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**
  
2. **Motion** by Hoffman, seconded by Olson to move up agenda items #5 and #4. **All present voting aye. MOTION CARRIED.**
  
3. Heather Marble appeared to support the request for a Street Use Permit from Dewey's Roadhouse, Weekend at Bernies, Burly's and Sweeney's Bar & Grill for Trick or Treat on Canal Street. The Board discussed Chief Stelter's recommendations to only serve alcohol in fenced in extended premises at each establishment and only until 10:00 p.m. Also, the Board discussed the cost of \$270 if alcohol is served in extended premises until 10:00 p.m., (as recommended by Chief Stelter), and \$720 if allowed until 2:30 a.m. Rubenzer stated that the Council decides how long to allow the serving of alcohol. **Motion** by Hoffman, seconded by Olson to recommend the Common Council approve the attached Street Use Permit application from Dewey's Roadhouse, Weekend at Bernie's, Burly's and Sweeney's Bar & Grill to allow Canal Street to be blocked off from Main Street to Depot Street on October 31, 2015 from 5:00 p.m. until 10:00 p.m. as per recommendations of Police Chief Stelter and Director of Public Works Rubenzer and to charge the establishments according to Chief Stelter's estimated costs. **All present voting aye. MOTION CARRIED.**  
Heather Marble left the meeting at this point.
  
4. Nancy Dotson of Xcel Energy appeared to request a 10' x 20' easement for a gas service to be directionally bored under Technology Way and City owned Outlot #9 on the South side of Technology Way. Director of Public Works Rubenzer noted that the City has in past practice charged ½ of the assessed value of the property the easement is on as a permanent easement fee. He continued that the City would want to retain use of the outlot in the future and that Attorney Ferg should review the easement to protect the City's interests. Ms. Dotson stated that Xcel Energy would offer a minimum amount of \$500 for the easement. **Motion** by Hoffman, seconded by Olson to recommend the Common Council approve a 10' x 20' permanent easement for Xcel Energy across Outlot #9 South of Technology Way for a fee of \$500 and also that City Attorney Ferg review the easement and revise if necessary to protect the City's interests. **All present voting aye. MOTION CARRIED.**

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



5. No one appeared to represent Happy Tails Dog Park so no action was taken on a request for the City to “take over” the Happy Tails Dog Park.
6. The Board discussed the attached revision to Chapter seven of the Chippewa Falls Municipal Code to allow a loading zone in front of McDonell Central Catholic High School and Notre Dame Middle School. The Board recommended City Attorney Ferg review the wording and bring to the Common Council as an ordinance revision if necessary.
7. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:08 P.M.

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

# BOARD OF PUBLIC WORKS ATTENDANCE SHEET

DATE: September 21, 2015

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Nancy Dotson	Xcel Energy	Sau Claire	715-737-2574	nancy.j.dotson@xcelenergy.com
Margaret Murphy	Xcel Energy	EC	715-737-1095	Margaret.A.Murphy@xcelenergy.com
Heather Hilde	Sweeney's	Jolee Canal st	715 720 9905	Hmarble83@hotmail.com

**NOTICE OF PUBLIC MEETING**

CITY OF CHIPPEWA FALLS, WISCONSIN

IN ACCORDANCE with the provisions of Chapter 19, Subchapter IV of the Statutes of the State of Wisconsin, notice is hereby given that a public meeting of the:

**Board of Public Works: XXX**

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on Monday, September 7, 2015 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

**NOTE:**

**THE BOARD OF PUBLIC WORKS MEETING**

**FOR**

**MONDAY, SEPTEMBER 7, 2015**

**IS**

**CANCELLED DUE TO THE**

**HOLIDAY**

**NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE CITY COUNCIL MAY BE PRESENT AT THIS MEETING TO GATHER INFORMATION ABOUT A SUBJECT OVER WHICH THEY HAVE DECISION MAKING RESPONSIBILITY.**

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

**CERTIFICATION**

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1<sup>st</sup> floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, September 1, 2015 at 1:00 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS  
BOARD OF PUBLIC WORKS  
MEETING MINUTES  
MONDAY, AUGUST 24, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, August 24, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn.

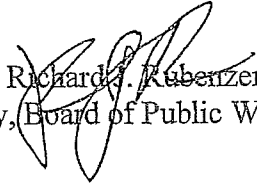
1. Motion by Bauer, seconded by Rubenzer to approve the minutes of the August 10, 2015 Board of Public Works meeting. All present voting aye. MOTION CARRIED.
  
2. Director of Public Works Rubenzer presented the attached City of Chippewa Falls and Chippewa Area Unified School District joint resolution acknowledging a Safe Routes to School Plan and endorsing the plan as a guide for the city and school district. Director of Public Works Rubenzer reviewed the school surveys, audits and planning that were done over the past year and noted that an infrastructure grant could be applied for. He continued that an infrastructure grant would require \$200,000 or more of improvements and would put prioritized items of the Safe Routes to School plan in place.  
Motion by Hoffman, seconded by Olson that the Common Council approve the attached joint resolution formally recognizing a Safe Routes to School Plan for the City of Chippewa Falls and the Chippewa Area Unified School District and endorsing the document to be used as a guide for improvements. All present voting aye. MOTION CARRIED.
  
3. The Board of Public Works discussed the attached Wastewater Treatment Plant bids for Influent Screening, Dewatering and Hauled Waste Station Improvements. Director of Public Works Rubenzer noted that these project improvements had been previously considered and approved by the Common Council. He noted that both bids were in an acceptable price range when compared to other recent Wastewater Treatment Plant improvement bids. Strand Associates, Inc. will be performing the construction engineering for the project.  
Motion by Hoffman, seconded by Olson to recommend the Common Council approve the low bid of \$2,467,000 and award the project contract for Influent Screening, Dewatering and Hauled Waste Station Improvements at the Chippewa Falls Wastewater Treatment Plant to J.F. Ahern Company of Fond du Lac, Wisconsin. Said award is contingent upon a successful review and approval of the bid by City Attorney Ferg. All present voting aye. MOTION CARRIED.
  
4. The Board of Public Works considered the attached request from Larry Licht to extend the deadline for his condemned deficient sidewalk at #524 Mansfield Street from the statutory twenty days to sixty days. After discussion,  
Motion by Olson, seconded by Bauer to approve the attached request from Larry Licht and extend the September 4, 2015 deadline to replace his condemned deficient sidewalk at #524 Mansfield Street until October 14, 2015. All present voting aye. MOTION CARRIED.

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

5. The Board of Public Works considered the attached example resolutions for reimbursement of funding and an authorized representative for application for a Clean Water Loan for Influent Screening, Dewatering and Hauled Waste Station Improvements at the Chippewa Falls Wastewater Treatment Plant. Director of Public Works Rubenzer noted that the Wastewater Utility would not be using short term funding to reimburse the loan but would be using internal funds and requested that he be the City's authorized representative.

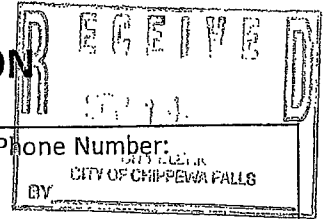
Motion by Hoffman, seconded by Olson to recommend the Common Council authorize Director of Public Works, City Engineer and Utility Manager Rubenzer to be the project representative and the Wastewater Utility reimburse funds internally for application for a Clean Water Fund Loan for Influent Screening, Dewatering and Hauled Waste Station Improvements at the Chippewa Falls Wastewater Treatment Plant and approve the corresponding resolutions. All present voting aye. MOTION CARRIED.

6. Motion by Olson, seconded by Bauer to adjourn. All present voting aye. MOTION CARRIED. The Board of Public Works meeting adjourned at 6:01P.M.

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



# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: Refer to the back of page Applicant Phone Number: \_\_\_\_\_

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: \_\_\_\_\_

Name of the event: Trick or Treat on Canal St. Estimated number of persons participating: 250

Date and start and end times requested for street use: 10-31-15

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Canal St. from main st. to Depot St.

Use, described in detail, for which the street use permit is requested: Request permit to close Canal St. from main st. to Depot St. to vehicle traffic to create a safe environment for patrons, variance to allow patrons to carry alcohol beverages on Canal St. from main to Depot St.

City services requested for the event (e.g., Street Department or Police Department staff time) Barricades & cones from Street Department.

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit. SEE REVERSE.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): SEE ATTACHMENT FROM PD.

Requirements of Applicant: LIQUOR LICENSE CANNOT BE ISSUED FOR ENTIRE CANAL STREET. SAME AS PERMIT ISSUED IN 2014 WOULD BE APPROPRIATE. SEE ADDITIONAL SUGGESTIONS BY PD (ATTACHED). Pick up traffic cones and barricades @ City Garage (45 Park - Riverside Drive) by 1pm on Oct. 30 and return on Nov. 2, 2015 BJR

Approved by: Wendy L. StM with attached recommendations Signature of Chief of Police  
Richard G. Rubinger PE Sept. 17, 2015 Signature of Director of Public Works

Recommendation of Board of Public Works (if required):  Approved  Denied  
Decision of City Council (required):  Approved  Denied

9/8/2015

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- 1 Dewey's Roadhouse 1 E. Canal St.  
Nina Eisold 715-864-9116 *M. Lambert* 715-271-4829  
Dwayne Lambert
- 2 Weekend @ Bernies 353 E. Canal St.  
Terri Moulton 715-723-9959
- 3 Sweeney's Bar + Grill 201 E. Canal St  
Colleen Johnson (715) 723-9905
- 4 Burly's 19 E. Canal St.  
Briah Krista 715-828-3163  
B.K.

1 Request permit to close Canal st  
from Main st to Depot st to  
vehicular traffic on Sat Oct 31st  
2015 From 5pm-2:30am

2 Variance to allow patrons to  
carry alcohol beverages on  
Canal st from Main st to  
Depot st. Oct 31st 5pm-2:30am  
NOT APPROVED WLS

3 to allow live music on Canal  
st from 5pm - 10pm on Sat  
Oct 31st 2015

4 There will be I.d. checking  
at every entrance at each  
establishment. Each bar will also  
provide trash containers and  
be responsible for clean up

5 IF #2 is not approved  
every establishment will have  
a fenced off perimeter to  
serve alcohol with ID checking.

WITH STIPULATION TO SERVE  
ALCOHOL UP TO 10pm only. WLS



The Mission of the

# Chippewa Falls Police Department



To Provide Quality Policing ~  
Through **C**ommunity Partnerships  
that **F**ocus on Problem Solving &  
Through Em**P**loyees who  
are **D**riven to Fight Crime.

## Recommended Requirements – Chippewa Falls Police Department

### Trick or Treat on Canal St Event

October 31<sup>st</sup>, 2015 @ 5:00pm – November 1<sup>st</sup>, 2015 @ 2:30am

1. Canal St from Depot St to Main St barricaded off by applicant for vehicular traffic by at least 1 hour prior to start of event (4:00 pm). Barricades to be removed following event by 6:00am that morning (November 1<sup>st</sup>).
2. Due to high volume of traffic on Main St, barricades at Canal St at Main St to have flashing lights. Also, posted road closed signs at this intersection.
3. No parking signs posted by applicant along Canal St in event area before noon on October 31<sup>st</sup>.
4. At 4:00pm all parked motor vehicles on Canal St from Main St to Depot St should be removed. The applicant will work in conjunction with the police department to identify vehicle owners and attempt to have them removed. As a last resort, any vehicle deemed by the police department to require towing from the area will be removed at the expense of the applicant.
5. Open containers to be allowed only in extended premises (defined as the enclosed fenced areas in front of the taverns) for the duration of the live music, 5:00pm to 10:00pm.
6. Applicant will have clearly identifiable security staff at all entrances and exits to fenced areas.
7. All food and other vendors must meet state and city permit requirements.
8. Applicant shall provide trash receptacles at fenced areas and will be responsible for clean-up of trash in event area by noon on November 1<sup>st</sup>.
9. Fence surrounding extended premises should be of sufficient height to deter passing of alcohol by patrons to persons outside of fenced area. Also, fence should be of sufficient height to prevent entry into the fenced area outside of the entry points.
10. Estimated cost of City Police Services is as follows:
  - a. Two Officers working foot/bike patrol in event area starting at 7:00pm
    - i. If extended premises is allowed until 10:00pm (as recommended by police department). Cost would be 3 hours x 2 officers x \$45 = \$270
    - ii. If extended premises is allowed until 2:30am (as recommended by applicant). Cost would be 8 hours x 2 officers x \$45 = \$720



Siting & Land Rights  
1414 West Hamilton Avenue  
P.O. Box 8  
Eau Claire, Wisconsin 54702-0008

September 4, 2015

Bridget Givens, City Clerk  
City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729

Subject: City Council Agenda – September 15, 2015

Xcel Energy has received a request to provide gas service to a customer located south of Technology Way. The current design to serve this new gas customer is to connect to an existing gas main located on the north side of Technology Way, cross the road right of way, and the City of Chippewa Falls Outlot 9 parcel, and continue into the customer's private property.

Attached is a map showing the proposed location of the crossing of the City of Chippewa Falls parcel, Outlot 9. Also, enclosed is a Gas Easement covering the easement across the City of Chippewa Falls parcel, Outlot 9.

Please add this Gas Easement crossing City of Chippewa Falls property to the next City of Chippewa Falls Council Meeting currently scheduled for September 15, 2015.

You can contact me at (715) 737-2574 or by email at [nancy.j.dotson@xcelenergy.com](mailto:nancy.j.dotson@xcelenergy.com) with any questions or details for attending the September 15<sup>th</sup> City Council Meeting to present this Gas Easement request.

Sincerely,

Nancy Dotson  
Sr. Land Rights Agent

Enclosure

**GAS EASEMENT**

Name: City of Chippewa Falls, Wisconsin

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, (hereinafter called "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Wisconsin corporation d/b/a Xcel Energy, herein referred to as "Xcel Energy", duly authorized to transact business in the States of Wisconsin and Michigan, its successors and assigns, the perpetual right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, relocate, reconstruct, replace, remove, and maintain its facilities including the necessary mains, pipes, valves, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances (collectively referred to as "Facilities") necessary for the purposes of transmission and distribution of gas through, over, under, and across the following described lands, hereinafter called "Easement Area", situated in the County of Chippewa, State of Wisconsin, to-wit:

*Premises:*

*Outlot 9, 2<sup>nd</sup> Riverside Industrial Park, Section 4, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.*

*Easement Area:*

*Except for the right of access, the right of way shall be limited to a 10-foot wide strip with the centerline described as follows: Commencing on the Northwest corner of said Outlot 9 and the South right of way limit of Technology Way; thence East along the North property line of said Outlot 9 and the South right of way limit of Technology Way 200 feet and the Point of Beginning; thence South twenty feet, more or less, to the South property line of Outlot 9, and there terminating.*

Together with the associated rights to: 1) erect reasonable signs for the purpose of monumenting the boundaries of the Easement Area, 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said Easement Area across the property of Grantor adjacent thereto, 3) trim, cut down and remove all brush, trees, and overhanging branches now or hereafter existing on said Easement Area, 4) apply herbicides, with Grantor's permission, in accordance with applicable laws, rules and regulations, for tree and brush control. 5) trim, cut down and remove trees now or hereafter existing on the property of Grantor located outside of said Easement Area which by falling might interfere with or endanger the Facilities, 6) install additional Facilities on the existing structures for the transmission or distribution of gas.

Xcel Energy, by acceptance of this Easement, agrees that it shall, after installation of the Facilities, or after the exercise of any rights granted herein, restore the surface of the Easement Area to as near its original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation, and shall pay for all damage to crops, fences, yards, roads and fields caused by the construction or maintenance of said Facilities. Grantor shall submit all claims to Xcel Energy's nearest office.

The Grantor shall not be responsible for any injury to persons or property by the design, construction or upkeep of the Facilities.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within the Easement Area, and that he will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said Facilities.

Grantor warrants and represents that Grantor is the owner of the above described property and has the right to grant and convey an easement in the manner and form aforesaid.

**RETURN TO:** Xcel Energy  
Siting & Land Rights, Nancy Dotson  
1414 W. Hamilton Ave., PO Box 8  
Eau Claire, WI 54702-0008

**P.I.N. 22808-0442-6564OL09**



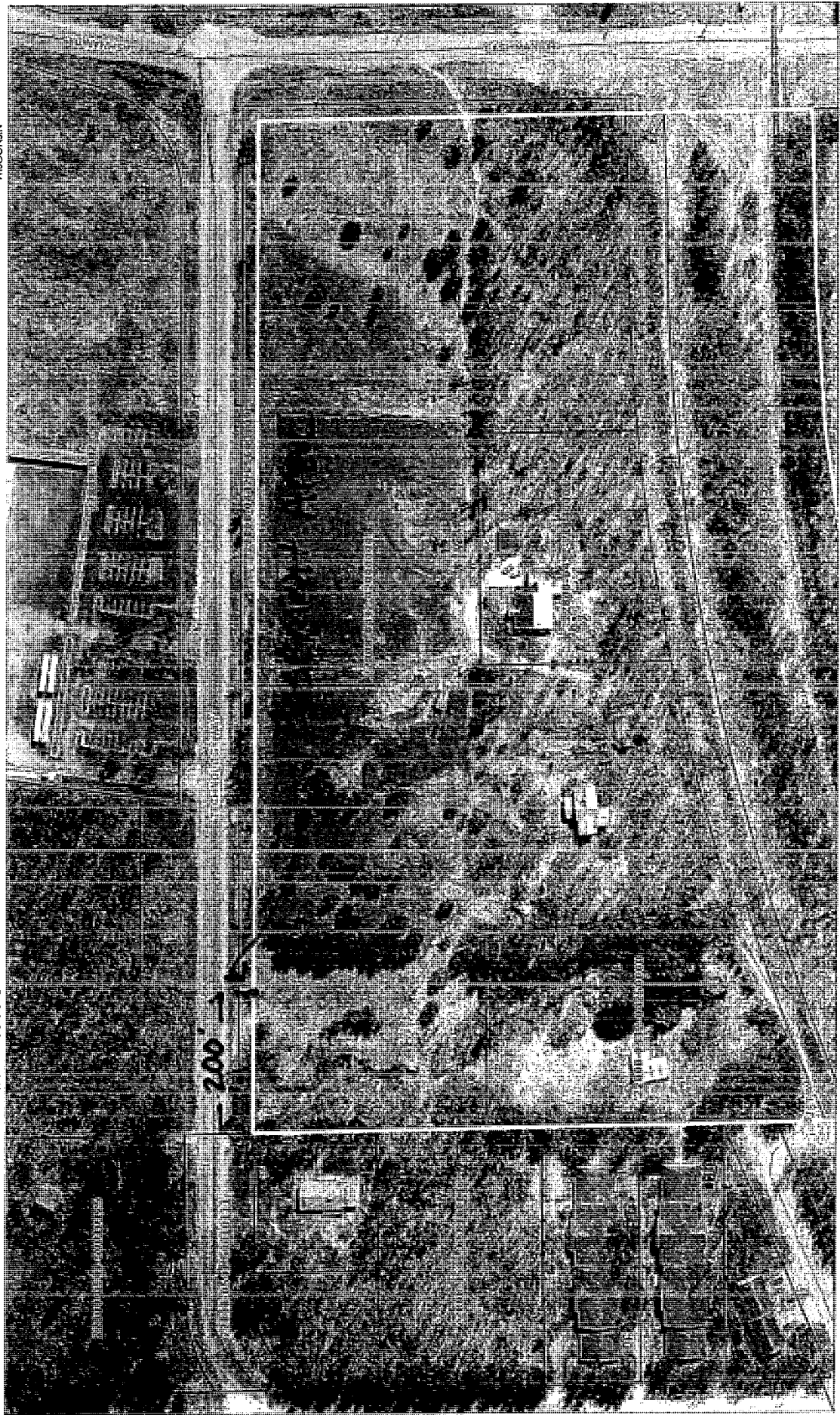
# City of Chippewa Falls - Gas Easement



CHIPPewa COUNTY  
EST. 1848



Printed 09/04/2015 Scale = 1:179'



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

• **7.10 - LOADING ZONES. (Am. #90-14)**

The following described portions of streets in the City are hereby set aside as loading zones to be used exclusively for the loading and unloading of freight and merchandise, other commercial purposes and customer service. Such loading and unloading shall be limited to 30 minutes for loading and unloading of freight, merchandise and other commercial purposes and 10 minutes for customer service. (Am. #97-40)

(1)

That part along the easterly curb on the east side of Wheaton St., extending from Elm St., on the south, north to the alley, immediately to the rear of 440 W. Elm St. (Cr. #71-19; Am. #2005-12)

(2)

A portion of street 20 feet in length along the southerly curb line of W. Central St. in front of the Central St. entrance to 124 North Bridge St. (Am. #85-26; #2005-12)

(3)

Reserved. (Dltd. #2003-06)

(4)

South side of West Grand Ave. from a point 93 feet west of the west curb line of Bridge St. and running 24 feet west. (Cr. #97-40)

(5)

South side of West Spring St. from a point 98 feet west of the west curb line of Bay St. and running 22 feet west. (Cr. #97-40; Am. #2005-12)

(6)

North side of East Columbia St. from a point 230 feet west of the west curb line of Rushman Dr. and running 22 feet west. (Cr. #97-40)

(7)

The 2 parking stalls on the southside of East Central St., immediately to the east of its intersection with North Bridge St. (Cr. #95-35; Rn. MCC '98)

(8)

A portion of street 25 feet in length along the southerly curb of East Canal St. commencing at a point 58 feet east of the east curb line from Main St.; thence east 15 feet. (Cr. #98-02)

(9)

A portion of street 40 feet in length along the southerly curb of Coleman St. which commences at a point 288 feet west of the west right-of-way of Terrill St. to a point 328 feet west of the said right-of-way of Terrill St. (Cr. #2012-24).

**(10)**

***A portion of street 80 feet in length along the northerly curb of Bel Air Boulevard which commences at a point 290 feet west of the west right-of-way of Terrill Street to a point 370 feet west of the said west right-of-way of Terrill Street.***

- 7.9 PARKING RESTRICTIONS

- (c)

**Restricted Parking During School Hours.** (Am. #90-23; #95-41; #05-45) No operator of a vehicle shall park such vehicle in any of the following places in the City between 7:30 a.m. and 4:30 p.m. on days when school is in session:

Bel Air Blvd., north side, between Terrill St. and Westhaven Rd., ***except for that section established as a loading zone as set forth in chapter 7.10(10).***

Bel Air Blvd., south side, between Terrill St. and 50 feet west of the west face of the curbline on Ridgewood Dr.

Coleman St., south side, from the corner of Terrill St., east, the length of the Senior High School property, except handicapped vehicle parking is permissible to pick up and drop off students from the east edge of Terrill St. east for a distance of 240 feet. (Am. #93-1)

Coleman St., both sides, between Terrill St. and the west end of Coleman St., ***except for that section along the South curb line established for a loading zone and as set forth in Chapter 7.10(9)***

Elm St., north side, between the intersection of Superior St. and the intersection with Park Pl. (Cr. #94-10)

Edward St., south side, from the corner of Jefferson Ave. to the east side of the elementary school property. (Cr. #94-25)

Linden St., south side, from the east curb line of A St. to a point 125 feet east thereof. (Cr. #O-01-27)

Main St., west side, from intersection with W. Summit St. to intersection with Greenville St. (Cr. #08-12)

Mansfield St., north side, from the east curb line of Terrill St. to a point 110 feet east thereof. (Cr. #98-35)

Mansfield St., south side, from the east curb line of Terrill St. to a point 125 feet east thereof. (Cr. #98-35)

Mansfield St., north side, from the west curb line of Terrill St. to a point 125 feet west thereof. (Cr. #98-35)

Mansfield St., south side, from the west curb line of Terrill St. to a point 105 feet west thereof. (Cr. #98-35)

Miles St., south side, from a point 65 feet east of the painted and designated crosswalk located in front of 1223 Miles St., to a point 53 feet west of said crosswalk. (Cr. #05-24; Am. #2012-03; #2012-06)

Miles St., north side, between Terrill St. and the entrance to the School Administration Building, except that attended vehicles will be allowed to pick up and drop off students in a segment along the north side of Miles St. between the west property line of 1229 Miles St. and Terrill St. (Am. #2012-03; #2012-06)

Ridgewood Dr., both sides.

Superior St., easterly side, from the intersection of the northerly right-of-way line of Elm St. and the easterly curve line of Superior St. north 115 feet.



**MINUTES**  
**COMMITTEE #1**  
**REVENUES, DISBURSEMENTS, WATER AND WASTEWATER**  
**SEPTEMBER 29, 2015**

**Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, September 29, 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: None

Others present: Finance Manager/Treasurer Lynne Bauer, Street & Utility Maintenance Manager Rick Ruf, Utilities Office Manager Connie Freagon, and City Clerk Bridget Givens.

Call to Order: 9:00 AM

- 1. Discuss the addition of TD Ameritrade, Institutional (Advisor - Ehlers Investment Partners, LLC.) to the "Resolution Designating Public Depositories". Possible recommendations to the Council.**

Utilities Office Manager Freagon indicated our current resolution designating public depositories needs to be updated for the inclusion of TD Ameritrade, Institutional. The Utility Department is planning to invest their depreciation and replacement funds with TD Ameritrade, Institutional through Ehlers. Investments will be made in CD's or other investments as permitted by State Statutes.

**Motion by Ford/Monarski** to recommend the Council adopt the changes to the resolution entitled "Resolution Designating Public Depositories" to include TD Ameritrade, Institutional. **All present voting aye, motion carried.**

- 2. Discuss renaming/repurposing the Street Department "Sale of Scrap" account to Street Department "Emergency Vehicle Repair" Account. Possible recommendations to the Council.**

This account was created to allow carryover of funds from sale of scrap materials (waste oil, metal, etc.) to help offset any emergency vehicle repairs of aging Street Department equipment. Currently, the account is named to describe where the money is coming from. Discussion was had regarding the Park Department having no mechanism similar to the Street Department for unforeseen expenses of this nature. The Committee feels that equipment in the City should be looked at as a fleet rather than belonging to an individual department. It was suggested that when the Parks Department generates funds through sale of scrap that the funds be added to this account.

Further discussion will be had on this topic as the Committee proceeds through the budget process.

No action taken.



**3. Discuss disposition of old City Hall copier. Possible recommendations to the Council.**

City Hall is currently on a three year, lease-to-own program for the copier. As the old copier had no trade-in value, it was offered to the different departments, but no one was interested. An employee offered to purchase the copier from the City, but the Committee preferred this be handled through a bid process with a notice being published in the newspaper.

**Motion by Monarski/Ford** to recommend Council approve opening up a public bid process for the disposition of the old City Hall copier with a minimum bid of \$500. **All present voting aye, motion carried.**

**4. Discuss renewal of contract for services between the City of Chippewa Falls and Bowmar Appraisal, Inc. Possible recommendations to the Council.**

Finance Manager/Treasurer Bauer indicated that the City used to have a full-time assessor and assistant, and in roughly 2000 began contracting for this service. The contract with Bowmar had been on an auto renewal every two years. This current contract will formalize the services Bowmar is providing. Councilor Ford questioned if the City should entertain a bid process for assessment services.

**Motion by Monarski/Kiefer** to recommend Council approve renewing the contract for services between the City of Chippewa Falls and Bowmar Appraisal, Inc. for two years. **All present voting aye, except Ford who voted no, motion carried.**

**5. Discuss pre-sale report for short-term promissory notes for capital equipment items. Possible recommendations to the Council.**

Finance Manager/Treasurer Bauer distributed the pre-sale report from Ehlers. Northwestern Bank was contacted and can offer 2.8% financing. This is compared to the State Trust Fund which is at 3%. It will not be necessary to go out to bid. There are no prepayment penalties and funds could be available as soon as October 20, 2015.

No action taken.

**6. Discuss 2016 Budget process and set meeting dates. Possible recommendations to the Council.**

Bauer distributed a budget timeline which highlighted the main items in the budget process. Committee #1 will plan to meet on Wednesdays at 9:00 am until the budget is complete. The first meeting will take place on October 7, 2015.

No action taken.

**7. Adjournment.**

**Motion by Monarski/Ford** to adjourn at 9:42 am. **All present voting aye, motion carried.**

**Minutes submitted by,  
Lynne Bauer, Finance Manager/Treasurer**

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

WHEREAS, Wisconsin Statute 34.05(1) requires the governing body of each public depositor to designate, by resolution, one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received,

THEREFORE, BE IT RESOLVED, that the following financial institutions, qualified as public depositories under Chapter 34, Wi. Stats., are hereby designated as depositories in which the funds of the City may from time to time be deposited:

- NORTHWESTERN BANK
- BMO HARRIS
- ROYAL CREDIT UNION
- ANCHOR BANK
- BANK MUTUAL
- STATE OF WI LOCAL GOVERNMENT INVESTMENT POOL (LGIP)
- HOMETOWN BANK
- ASSOCIATED BANK
- CITIZENS COMMUNITY FEDERAL
- DMB COMMUNITY BANK
- FIRST BUSINESS BANK
- UNION BANK OF BLAIR
- UNITY BANK
- TD AMERITRADE, INSTITUTIONAL (ADVISOR-EHLERS INVESTMENT PARTNERS, LLC.)

Dated this 6th day of October, 2015.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk



2706 BIRCH STREET, EAU CLAIRE, WI 54703

PH (715) 835-1141

**CITY OF CHIPPEWA FALLS - CHIPPEWA COUNTY**

*Maintenance Contract*

*For the years 2016 and 2017*

**CITY OF CHIPPEWA FALLS**

*ASSESSMENT MAINTENANCE CONTRACT FOR THE YEARS 2016 AND 2017*

THIS AGREEMENT by and between BOWMAR APPRAISAL, INC., a company hereinafter called the *Appraiser* and the City of Chippewa Falls, Chippewa County, hereinafter called the *City*.

WITNESSETH: The Appraiser and City for the consideration stated herein agree as follows:

## ARTICLE I

---

SCOPE OF WORK: The Appraiser shall act as the Assessor for the City for the years 2016-2017. The Appraiser hereby agrees to perform everything to be performed under this contract, and to complete in a professional manner all the work required under this agreement. All work shall be performed in accordance with applicable Wisconsin Statutes, court cases, and Department of Revenue administrative rules.

The following numbered paragraphs describe the work covered by this agreement:

1. The Appraiser shall answer all correspondence concerning the assessed values and related inquiries;
2. The Appraiser will obtain building permits in order to observe and value new construction, remodeling, and other alterations. Partially completed improvements, properties in which buildings have been destroyed or moved, and properties in which the original parcel has been split into two or more parcels will be reviewed. All property record cards will be updated and property record cards created for new parcels;
3. The Appraiser will field check properties in which there appears to be a question concerning the assessed value of the property;
4. The Appraiser will send out self-reporting Personal Property Forms to all personal property accounts in the City and analyze all returns. Doomsday Assessments (estimated) will be made on any personal property account that has not sent in a return;
5. All forms to be completed for the Department of Revenue or County by the Assessor, including TIF reports, will be completed by the Appraiser for the City in a timely manner on or before the specified due dates;
6. Prior to the scheduled Board of Review, the Appraiser will send change of value notices to property owners in which any valuation change to their assessment has been made;

7. The Appraiser will aid the County Real Property Lister in completing Real Estate and Personal Property Assessment Rolls in a timely manner;
8. The Appraiser shall arrange for scheduling of the Open Book and Board of Review with the Municipal Clerk;
9. The Appraiser and/or his staff will be present for at least two (2) days in the municipal building while the Assessment Roll is open for inspection, commonly referred to as "Open Book" to explain the assessed values;
10. The Appraiser and/or his staff will attend all meetings of the Board of Review to explain and defend the assessed values and be prepared to testify under oath concerning such values. In the event of appeal to the Department of Revenue or to the courts, the Appraiser and/or his staff shall be available to furnish testimony in defense of the assessed values.
  - a. If the Department of Revenue or City should place additional requirements on the Appraiser after the initial date of the signing of this document, which requirements are not set forth in this contract, the Appraiser and the City shall negotiate and determine if additional fees are required to complete each additional requirement. Any such additional fees are to be paid at the final installment of this contract.
  - b. Termination:

If the Appraiser shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the Appraiser violates any covenants, conditions, or stipulations of the agreement, which failure or violation shall continue for twenty-one (21) business days after written notice of such failure or violation is received by the Appraiser, then the City shall thereupon have the right to terminate the agreement by giving written notice to the Appraiser of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.
11. All office supplies, stamps, and telephone calls made by the Appraiser or his staff shall be paid by the Appraiser;
12. The Appraiser shall maintain Worker's Compensation and Public Liability Insurance on himself and his staff;
13. The City shall furnish adequate office space as necessary at no cost to the Appraiser;
14. Additional components are set forth in addenda;

## ARTICLE II

---

COMPENSATION: The City shall pay to the Appraiser for the performance of this contract as outlined in Addenda. The method of payment shall be quarterly invoices for services and expenses incurred. The City shall make these payments no later than 30 days after receiving an invoice.

IN WITNESS WHEREOF

The parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_.

APPROVED BY:

City

By: \_\_\_\_\_ date: \_\_\_\_\_

Appraiser

By: Roger Koshi date: 9-25-015

Witness

By: \_\_\_\_\_ date: \_\_\_\_\_

ADDENDUM #1

1. All building permit and sales information will be posted to appropriate assessment records;
2. Sales information will be posted on appropriate assessment record(s) and reviewed as necessary;
  - a. Sale information will be supplied to the Department of Revenue;
3. This contract provides for two (2) days of Open Book hearings<sup>1</sup>;
  - a. Except for the month of the open book hearings: the Appraiser will be available every third week for two (2) hours January through June and one (1) day a month for two (2) hours from July through December to meet with taxpayers;
4. Assessments will be maintained utilizing appropriate computer programs;
  - a. **Computer Programs are detailed in addenda #2;**
5. Digital pictures of new and altered improvements will be taken as necessary;
6. Sketches of dwellings will be updated as necessary;
7. Sale book(s) or file(s) will be maintained using photographs and appropriate information;
8. Compensation:
  - a. The method of payment shall be quarterly invoices for services and expenses incurred. The City shall make these payments no later than 30 days after receiving an invoice.
    - i. For the year 2016 - \$32,400
    - ii. For the year 2017 - \$32,900
    - iii. Optional year 2018 - \$33,400

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<sup>1</sup> These hearings give a property owner a chance to discuss the assessment informally with the Appraiser before going to the Board of Review.

## ADDENDUM #2

Bowmar Appraisal Inc uses the Market Drive<sup>2</sup> CAMA<sup>3</sup> program, Apex© Sketch Program, SPSS statistics program, Microsoft Office, Pictometry, County GIS, and other programs to perform the duties of the office of Assessor.

Technology, innovation, and data security are increasing costs in today's digital world and Bowmar Appraisal Inc is a leader in the use of Market Drive CAMA software. Bowmar Appraisal Inc implemented computerized records, digital sketching, and digital pictures *long before* the Department of Revenue requirement that all assessment records be in a digital format.

Bowmar Appraisal Inc has born the cost of these programs, the technology to safeguard the data, the staff time devoted to maintenance of the data, the dissemination of the stored records, and changing compliance issues.

Bowmar Appraisal Inc chose the Market Drive CAMA program years ago (prior to 1998) because of the hopes of widespread usage throughout Wisconsin in order to have more uniform assessments. Market Drive has become the most widely used CAMA program in the State of Wisconsin. Department of Revenue in the past created and distributed CAMA programs but ceased doing so in the mid 1990's.

Market Drive contains modules for the assessment of land, residential housing, manufactured housing, mobile home parks, outbuildings, commercial buildings, sketches (if user owns a sketch program), digital pictures, sales, personal property, and numerous reports. Options for in depth sales analysis, income approach to value, and mapping are also available. Market Drive allows for electronic reporting to Department of Revenue (required, as Department of Revenue no longer accepts paper reports) & County Real Property Tax Lister. Market Drive also imports sales information from Department of Revenue and name/address updates from county databases.

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<sup>2</sup> Market Drive is a licensed product of Assessment Technologies LLC

<sup>3</sup> CAMA = Computer Assisted Mass Appraisal



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# Minimum Evaluation Criteria

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## 1) Experience of The Contractor

- a) All employees of Bowmar Appraisal Inc have certification levels associated with the degree of difficulty as outlined in the Wisconsin Property Assessment Manual (2012) chapter 2. The list of individuals assigned to work with the City of Chippewa Falls, found elsewhere in this document, states their certification level.
- b) Roger Koski shall be the ***Project Director***. Mr. Koski has in excess of forty-five (45) years assessment experience. Mr. Koski has performed numerous maintenance and revaluation projects using the Market Drive system since its creation in the late 1990's.
- c) You may find Individuals assigned to work with the City of Chippewa Falls listed elsewhere in this document. Bowmar Appraisal Inc has three (3) offices and may call upon additional individuals as needed to complete this project.

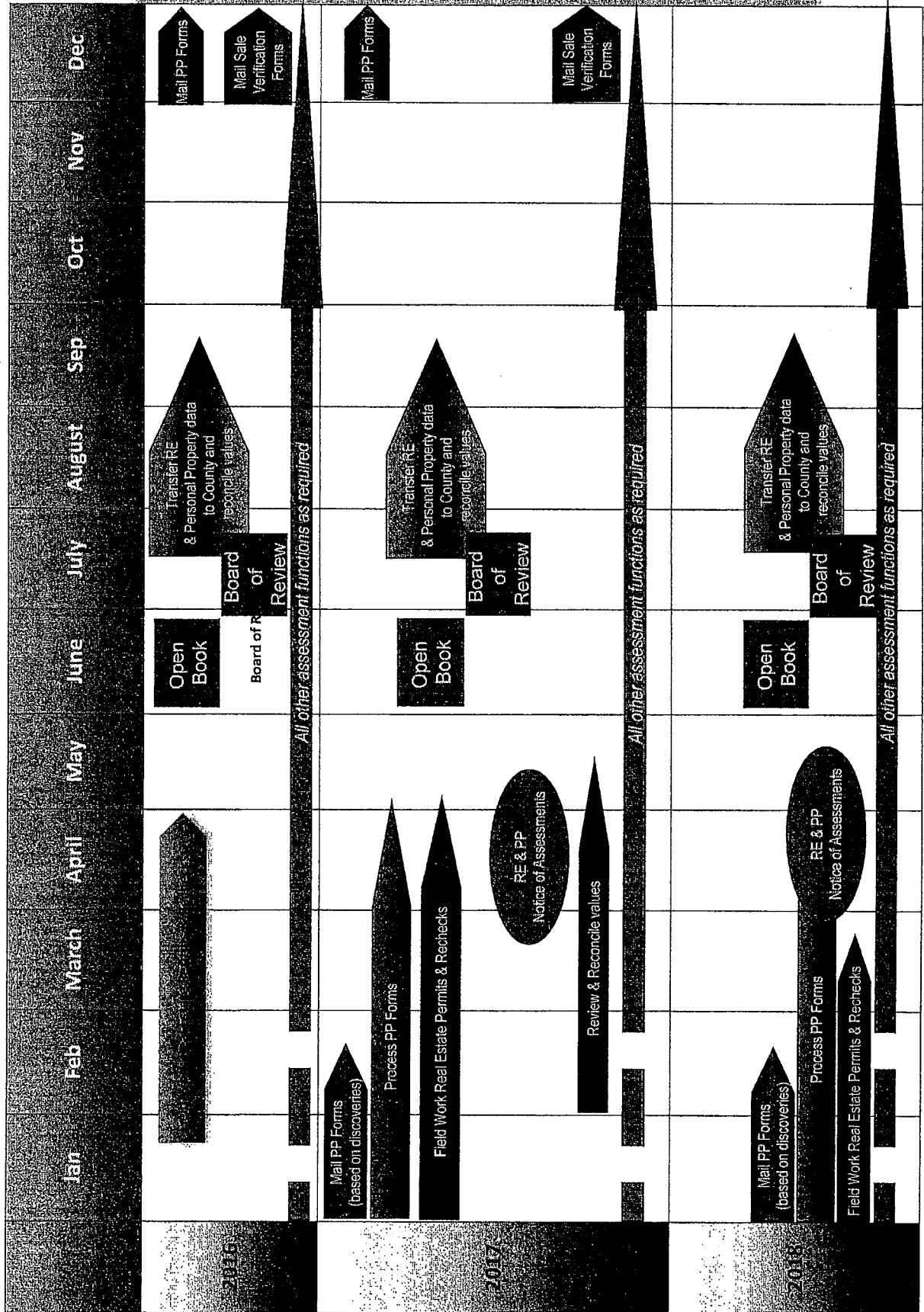
## 2) Data Format

- a) Bowmar Appraisal Inc has a good working relationship with Assessment Technologies, the owner of Market Drive CAMA. Bowmar Appraisal Inc continually works with Assessment Technologies to better the program and work out any issues that arise.
- b) An updated public property record data sheet will be produced prior to the open books / Board of Review for any changed property.

## 3) Project Timetable

- a) Please refer to the enclosed table outlining a proposed timeline.

# City of Chippewa Falls Maintenance Assessment 2016 through 2018





**EHLERS**  
LEADERS IN PUBLIC FINANCE

September 28, 2015

Pre-Sale Report for

City of Chippewa Falls, Wisconsin

\$571,500 General Obligation Promissory Note,  
Series 2015A



**Prepared by:**

Brian Reilly  
Senior Municipal Advisor

And

Patrick Malloy  
Financial Specialist II

And

Sean Lentz  
Senior Municipal Advisor



## Executive Summary of Proposed Debt

Proposed Issue:	\$571,500 General Obligation Promissory Note, Series 2015A (the "Note")
Purposes:	The proposed issue includes financing acquisition of capital equipment. Debt service will be paid from tax levy.
Authority:	<p>The Note is being issued pursuant to Wisconsin Statute:</p> <ul style="list-style-type: none"> <li>• 67.12(12)</li> </ul> <p>The Note will be a general obligation of the City for which its full faith, credit and taxing powers are pledged.</p> <p>The Note counts against the City's General Obligation Debt Capacity Limit of 5% of total Equalized Valuation. Following issuance of the Note, the City's total General Obligation debt principal outstanding will be \$20,311,500, which is 52% of its limit. Remaining General Obligation Borrowing Capacity will be approximately \$21,685,405.</p>
Term/Call Feature:	<p>The Note is being issued for a 3 year term. Principal on the Note will be due on October 1 in the years 2016 through 2018. Interest is payable every six months beginning October 1, 2016.</p> <p>The Note will be subject to prepayment at the discretion of the City on any date after the settlement date.</p>
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Note as a "bank qualified" obligation. Bank qualified status broadens the market for the Note, which can result in lower interest rates.
Rating:	The Note will be placed directly with a local bank. A rating is not required for this financing and would not impact the interest cost; therefore, we recommend proceeding without a rating.
Basis for Recommendation:	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of the Note based on:</p> <ul style="list-style-type: none"> <li>• The expectation this form of financing will provide the overall lowest cost of funds while also meeting the City's objectives for term, structure and optional redemption.</li> </ul>
Method of Sale/Placement:	The City has determined to place the Note directly with Northwestern Bank of Chippewa Falls based on its relationship as the City's primary depository



	institution and reasonable financing terms.
<b>Review of Existing Debt:</b>	<p>We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>
<b>Continuing Disclosure:</b>	<p>The Note is not subject to the City's continuing disclosure requirements based on existing Continuing Disclosure Undertakings. The Note will be a loan on the books of Northwestern Bank, and not available for trading in secondary markets. The City may wish to disseminate a voluntary disclosure regarding issuance of the Note, upon closing.</p>
<b>Arbitrage Monitoring:</b>	<p>Because the Note is a tax-exempt security/tax credit security, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.</p>

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



## Proposed Debt Issuance Schedule

Pre-Sale Review by Committee No. 1:	September 29, 2015
Common Council Meeting to Award Sale of the Note:	October 6, 2015
Estimated Closing Date:	On or about October 20, 2015

### Attachments

Estimated Sources and Uses of Funds

Preliminary Debt Service Schedule

### Ehlers Contacts

Municipal Advisors:	Brian Reilly	(651) 697-8541
	Patrick Malloy	(651) 697-8552
	Sean Lentz	(651) 697-8509
Disclosure Coordinator:	Wendy Lundberg	(651) 697-8540
Financial Analyst:	Brian Shannon	(651) 697-8515



# City of Chippewa Falls, WI

\$571,500 General Obligation Promissory Note, Series 2015

*Preliminary - Subject to Change*

## Sources & Uses

Dated 10/20/2015 | Delivered 10/20/2015

### Sources Of Funds

Par Amount of Bonds \$571,500.00

**Total Sources \$571,500.00**

### Uses Of Funds

Costs of Issuance 1,500.00

Deposit to Project Construction Fund 570,000.00

**Total Uses \$571,500.00**

## Debt Service Schedule

Date	Principal	Interest	Total P+I	Fiscal Total
10/20/2015	-	-	-	-
10/01/2016	185,819.00	15,157.45	200,976.45	200,976.45
10/01/2017	190,178.00	10,799.07	200,977.07	200,977.07
10/01/2018	195,503.00	5,474.08	200,977.08	200,977.08
<b>Total</b>	<b>\$571,500.00</b>	<b>\$31,430.60</b>	<b>\$602,930.60</b>	<b>-</b>

## Yield Statistics

Average Life 1.964 Years

Average Coupon 2.7999998%

Net Interest Cost (NIC) 2.7999998%

True Interest Cost (TIC) 2.7816633%

All Inclusive Cost (AIC) 2.9198943%



## Events for 2016 Budget Cycle

Review Department Operational Budgets - Finance Mgr/Department Heads - September

Review Department Wage/Benefit Issues - Committee #2 - October

Review TIF/Debt Impact on Budget - Committee #1 - Mid to Late October

Review Capital Project/Item Requests - Committee #1 - October

Review Revenue Budgets - Committee #1 - October

Review Donation and Community Funding Requests - Committee #1 - October

Review Final Proposed Budget and Discuss Levy Impact - Committee #1 - Early November

Hold Public Hearing - City Council - Last week of November/First Week of December

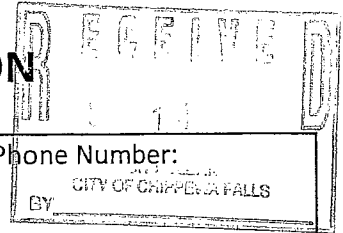
Adopt Final Budget and Set Levy - City Council - Last week of November/First week of December

<b>Tentative 2016 Budget Schedule</b>		
<b>Tentative Agenda Discussion</b>	<b>Tentative Dates</b>	<b>Tentative Times</b>
Review Proposed 2016 Expenditure Budget	October , 2015	
Review Proposed 2016 Revenue Budget	October , 2015	
Review Capital Project/Item Requests	October , 2015	
Review Omitted Budget Requests	October , 2015	
Review Donation Requests	October , 2015	
Department Budget Discussions	October , 2015	
Additional Budget Review and Discussion	October , 2015	
Additional Budget Review and Discussion	October , 2015	
Final Budget Review and Discussion	November , 2015	
Meeting (if necessary) to make budget changes	November , 2015	
Prepare Budget Notice for Publication	Publish on November 16	N/A
Public Hearing on 2016 Budget	December 1, 2015	
Council Adopts 2016 Budget	December 1, 2015	





# CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION



Applicant Name and Address: <i>Refer to the back of page</i>	Applicant Phone Number: BY _____ CITY OF CHIPPEWA FALLS
---	---

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
--	---

Name of the event: <i>Trick or Treat on Canal St.</i>	Estimated number of persons participating: <i>250</i>
--	--

Date and start and end times requested for street use:  
*10-31-15*

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):  
*Canal St. from main st. to Depot St.*

Use, described in detail, for which the street use permit is requested: *Request permit to close Canal St. from Main St. to Depot St. to vehicular traffic to create a safe environment for patrons, variance to allow patrons to carry alcohol beverages on Canal St. from main to Depot St.*

City services requested for the event (e.g., Street Department or Police Department staff time)  
*Barricades & cones from Street Department.*

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.

Signature of Applicant: *SEE REVERSE.* Date: \_\_\_\_\_

**OFFICE USE ONLY**

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):  
*SEE ATTACHMENT FROM PD.*

Requirements of Applicant:  
*LICOR LICENSE CANNOT BE ISSUED FOR ENTIRE CANAL STREET. SAME AS PERMIT ISSUED IN 2014 WOULD BE APPROPRIATE. SEE ADDITIONAL SUGGESTIONS BY PD (ATTACHED). Pick up traffic cones and barricades @ City Garage (450 Park - Riverside Drive) by 1pm on Oct. 30 and return on Nov. 2, 2015 BR*

Approved by:  
*Wendy L. SLM with attached recommendations* Signature of Chief of Police  
*Richard G. Rubenzer, PE* Signature of Director of Public Works  
Sept. 17, 2015

Recommendation of Board of Public Works (if required):  Approved  Denied

Decision of City Council (required):  Approved  Denied

9/8/2015

---

- 1 Dewey's Roadhouse 1 E. Canal St.  
Nina Eisold 715-864-9116 ~~\_\_\_\_\_~~ 715-271-4829  
Dwayne Lambert
- 2 Weekend @ Bernies 353 E. Canal St.  
Terri Moulton 715-723-9959
- 3 Sweeney's Bar + Grill 201 E. Canal St  
Colleen Johnson (715) 723-9905
- 4 Burly's 19 E. Canal St.  
Briah Krista 715-828-3163  
B.K.

1 Request permit to close Canal st  
from Main st to Depot st to  
vehicular traffic on Sat Oct 31st  
2015 from 5pm - 2:30am

2 Variance to allow patrons to  
carry alcohol beverages on  
Canal st from Main st to  
Depot st. Oct 31st 5pm - 2:30am  
NOT APPROVED WLS

3 to allow live music on Canal  
st from 5pm - 10pm on Sat  
Oct 31st 2015

4 There will be I.D. checking  
at every entrance at each  
establishment. Each bar will also  
provide trash containers and  
be responsible for clean up

5 IF #2 is not approved  
every establishment will have  
a fenced off perimeter to  
serve alcohol with ID checking.

WITH STIPULATION TO SERVE  
ALCOHOL UP TO 10pm only. WLS

The Mission of the

# Chippewa Falls Police Department



To Provide Quality Policing ~

Through **C**ommunity Partnerships  
that **F**ocus on Problem Solving &  
Through **E**mPloyees who  
are **D**riven to Fight Crime.

## Recommended Requirements – Chippewa Falls Police Department

### Trick or Treat on Canal St Event

October 31<sup>st</sup>, 2015 @ 5:00pm – November 1<sup>st</sup>, 2015 @ 2:30am

1. Canal St from Depot St to Main St barricaded off by applicant for vehicular traffic by at least 1 hour prior to start of event (4:00 pm). Barricades to be removed following event by 6:00am that morning (November 1<sup>st</sup>).
2. Due to high volume of traffic on Main St, barricades at Canal St at Main St to have flashing lights. Also, posted road closed signs at this intersection.
3. No parking signs posted by applicant along Canal St in event area before noon on October 31<sup>st</sup>.
4. At 4:00pm all parked motor vehicles on Canal St from Main St to Depot St should be removed. The applicant will work in conjunction with the police department to identify vehicle owners and attempt to have them removed. As a last resort, any vehicle deemed by the police department to require towing from the area will be removed at the expense of the applicant.
5. Open containers to be allowed only in extended premises (defined as the enclosed fenced areas in front of the taverns) for the duration of the live music, 5:00pm to 10:00pm.
6. Applicant will have clearly identifiable security staff at all entrances and exits to fenced areas.
7. All food and other vendors must meet state and city permit requirements.
8. Applicant shall provide trash receptacles at fenced areas and will be responsible for clean-up of trash in event area by noon on November 1<sup>st</sup>.
9. Fence surrounding extended premises should be of sufficient height to deter passing of alcohol by patrons to persons outside of fenced area. Also, fence should be of sufficient height to prevent entry into the fenced area outside of the entry points.
10. Estimated cost of City Police Services is as follows:
  - a. Two Officers working foot/bike patrol in event area starting at 7:00pm
    - i. If extended premises is allowed until 10:00pm (as recommended by police department). Cost would be 3 hours x 2 officers x \$45 = \$270
    - ii. If extended premises is allowed until 2:30am (as recommended by applicant). Cost would be 8 hours x 2 officers x \$45 = \$720

210 Island Street, Chippewa Falls, Wisconsin 54729-2351

Ph: 715-723-4424 • Fax: 715-723-1456 • www.chippewafalls-wi.gov • Email: [policedept@chippewafalls-wi.gov](mailto:policedept@chippewafalls-wi.gov)



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Colleen Johnson</i>	Address of Applicant: <i>201 E Cahal St Chippewa Falls</i>																									
Name of Premises to be Licensed: <i>Sweeney's Bar</i>	Address of Premises:	Date(s) of Event (Class "E" Licenses only): <i>10-31-15</i>																								
Class of License Applied for:	<table style="width: 100%; border: none;"> <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)
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### 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.

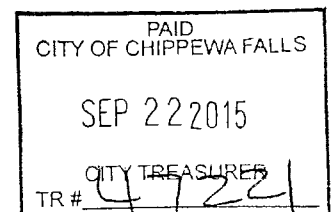
*Colleen Johnson*  
Signature of Applicant

*9-22-15*  
Date

Attest: *Bridget Owens*  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_





# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Brian M. Krusta</i>	Address of Applicant: <i>10834 161st St C.F. 54729</i>																									
Name of Premises to be Licensed: <i>Burly's</i>	Address of Premises: <i>19 E. Canal St</i>	Date(s) of Event (Class "E" Licenses only): <i>10-31-15</i>																								
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I have read and understand the above.

*Brian M. Krusta*  
 \_\_\_\_\_  
 Signature of Applicant

*9/21/15*  
 \_\_\_\_\_  
 Date

Attest: *Bridget Owens*  
 \_\_\_\_\_  
 City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_

PAID  
 CITY OF CHIPPEWA FALLS  
 SEP 22 2015  
 CITY TREASURER  
 TR # *47220*



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Bernard J Lavelle</i>	Address of Applicant: <i>353 E. CANAL ST C.F</i>																									
Name of Premises to be Licensed: <i>Weekend at Bernie's</i>	Address of Premises: <i>353 E. CANAL ST. CF</i>	Date(s) of Event (Class "E" Licenses only): <i>10-31-15</i>																								
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I have read and understand the above.

*Bernard J Lavelle*  
Signature of Applicant

*9-21-15*  
Date

Attest: *Bridget Stevens*  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_

PAID  
CITY OF CHIPPEWA FALLS

SEP 22 2015

CITY TREASURER  
TR# *47219*



# APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Deweys Roadhouse</i>	Address of Applicant: <i>1 E. Canal St. Chippewa Falls</i>																									
Name of Premises to be Licensed: <i>Deweys Roadhouse</i>	Address of Premises: <i>1 E Canal St Chippewa Falls</i>	Date(s) of Event (Class "E" Licenses only):																								
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PAID  
 CITY OF CHIPPEWA FALLS  
 SEP 18 2015  
 CITY TREASURER  
 TR # *4778*

### EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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I have read and understand the above.

*[Signature]*  
Signature of Applicant

9/18/15  
Date

Attest: *Bridget Stevens*  
City Clerk/Deputy Clerk

Date of Council Approval: \_\_\_\_\_

License No.: \_\_\_\_\_



Colleen Johnson at Sweeneys  
bar & Grill at 201 east Canal St  
is requesting a permit for  
extension of premises on Sat  
Oct 31<sup>st</sup> 2015. For the time  
of 5pm to 10pm. To serve  
alcohol and have live music.  
Will have ID check points as  
shown on map. Will also  
provide armbands for patrons  
of the age 21 yrs & older.

Colleen Johnson  
9-17-15

Woodward  
ave

Door  
Hd  
check  
point

Chickens  
Hut

House

Employees  
only

Whip  
Hd  
Hd  
Hd

Door

Ramp

Safety  
cones

Gate  
Hd  
check  
point

Sidewalk

5' 10"

5' 10" tall  
impedance

Control  
Street

4' 10" tall

5' 10" tall  
Impedance  
Fence

4' 10"

5' 10" tall  
Impedance  
Fence

curb +

grass

Brian Krista at Early Bar  
at 19 e Canal St is requesting  
a permit for extension of  
premises on Sat Oct 31<sup>st</sup> 2015  
for the time of 5pm to 10pm.  
To serve alcohol and have live  
music. Will have ID check points  
as shown on map. Will also  
provide armboards for patrons  
of 21 yrs old & older

Brian Krista

9-17-15

orange Fencing

grass

40'

50'

50'

Canal  
Street

FD  
check point

Sidewalk

FD  
check point  
Telephone  
pole

Burlys  
Bar

6:06 PM  
02/24/15

**Weekend At Bernies**  
**Mileage by Vehicle Summary**  
March through July 2014

	Jul 6, 14	Jul 7, 14		Jul 8, 14	
	Mileage Expense	Miles	Mileage Expense	Miles	Mileage Expense
Bernie's	0.00	2.3	1.20	0.00	0.00
<b>TOTAL</b>	<b>0.00</b>	<b>2.30</b>	<b>1.20</b>	<b>0.00</b>	<b>0.00</b>

Bernie Lavelle A Weekend At Bernie's  
At 353 East Canal St is Requesting a permit for  
Extension of premises on Sat Oct 31, 2015 for  
The time of 5 PM - 10 PM to serve alcohol and  
Have live music, will have ID check points  
as shown on map - will also provide arm band  
for patrons of 21 yrs old & older

Bernie Lavelle

Depot St.

CANAL St.

25'  
SNOW fence

(Back GARDEN)

25'

25'

(Entrance)

20'

(Entrance)

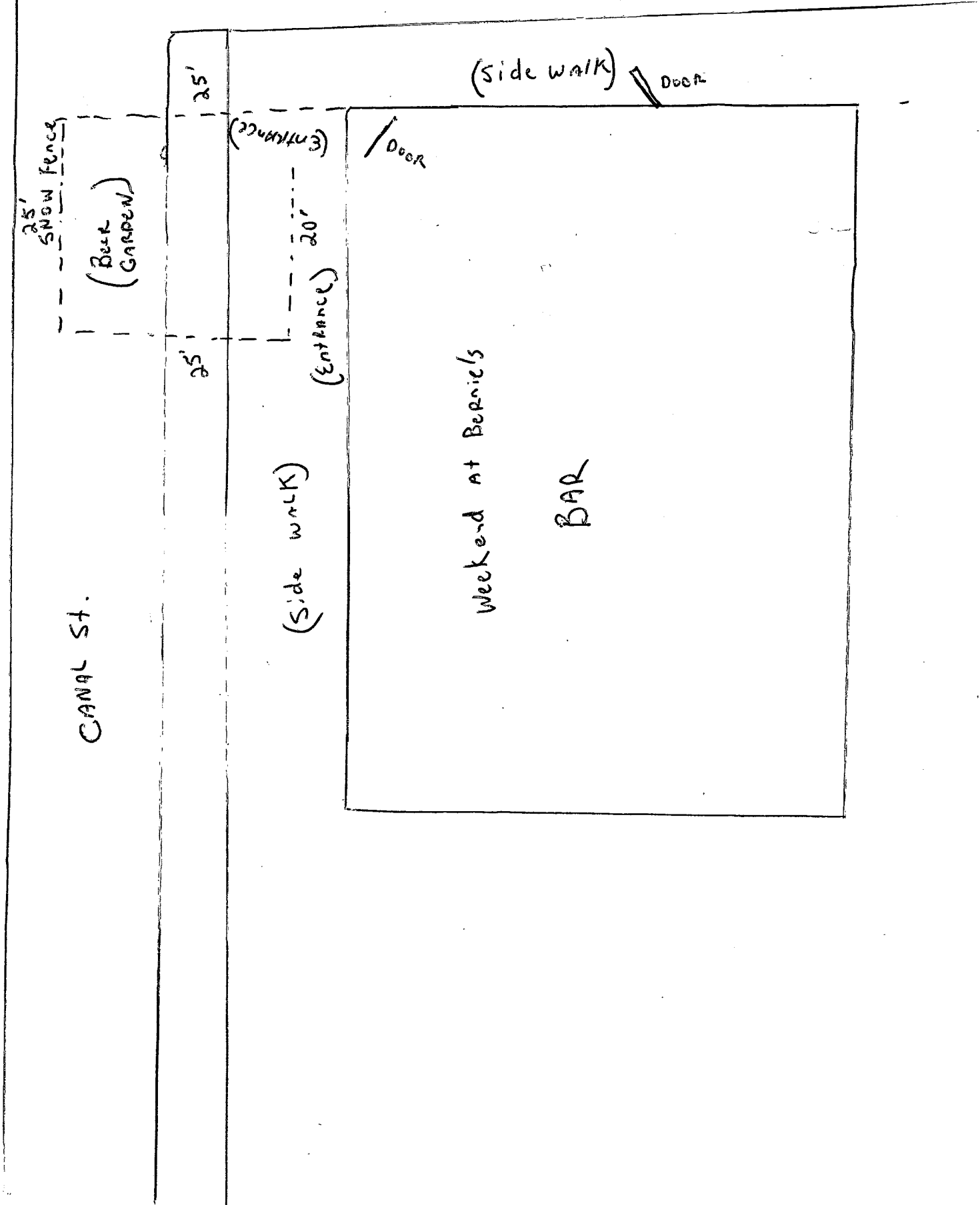
(side walk)

Door

(side walk) Door

Weekend at Bernies

BAR



## **Deweys Roadhouse**

**1 East Canal Street**

**Chippewa Falls WI 54729**

*Dewey's Roadhouse is requesting a temporary extension of premises on our liquor license on Oct 31, 2015 from 5pm to 10:30pm. The area in request is directly in front of Dewey's Roadhouse on Canal Street. Property line to property line. Blocking traffic from Canal Street at 3pm to 2am. Blocking traffic from Canal Street at 3pm would be for safety of our extension of premises versus blocking the road and doing the extension at the same time. Giving traffic time to adjust and notice the road blocks before we allow patrons to stand in the street.*

*I have drawn a map to show the area. We would be using saw horses provided by the City Street Department and orange snow fencing to close off the street for our extension of liquor license.*

*There will be 2 points of entry. We will have security at both points of entry checking ID's and wrist bands. We will also have additional security throughout the street area and inside of the building monitoring.*

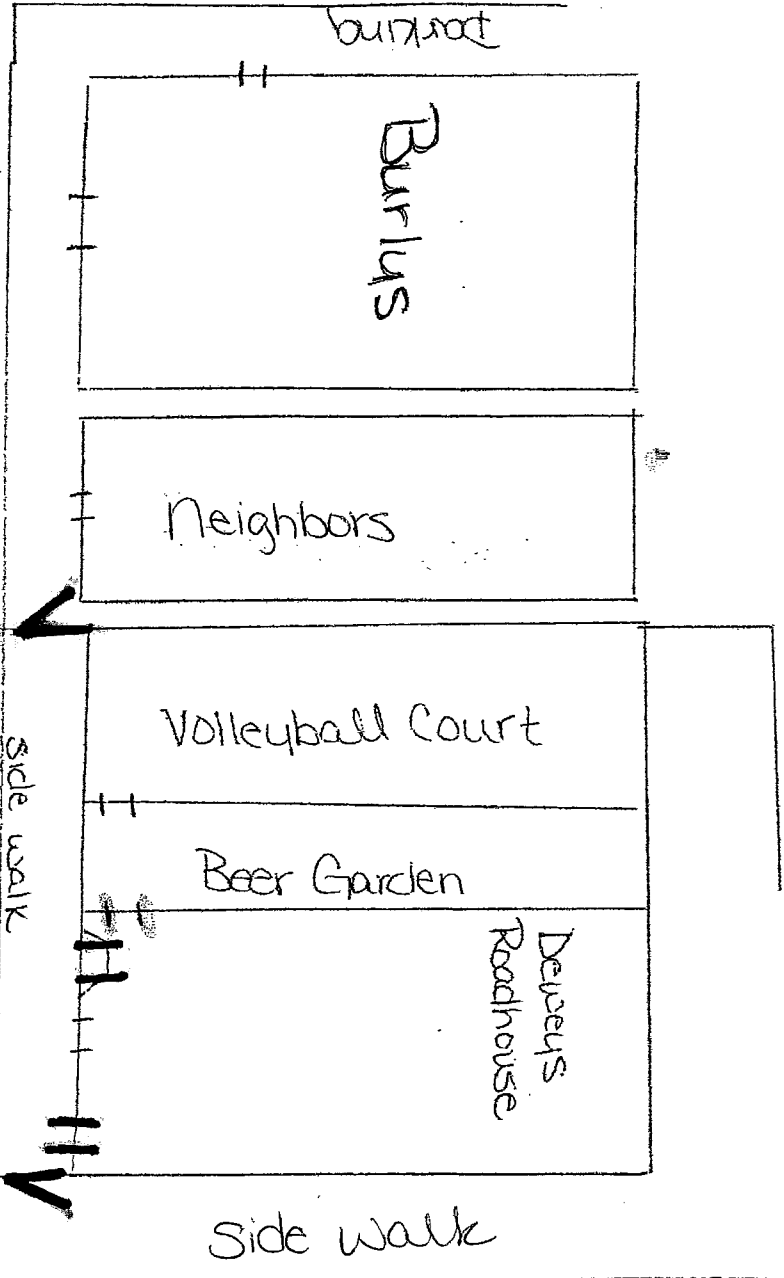
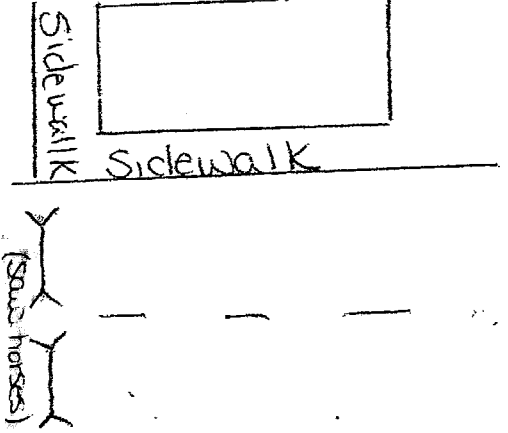
*④ B Mint*

*9/21/2015*

||| - openings with security

- - - snow fence

|| - Door walls  
in/out of  
Dejeys  
Roadhouse



→ Canal St.

SIDWALK

main St.



**ORDINANCE NO. 2015-18**

**AN ORDINANCE ANNEXING TERRITORY  
TO THE CITY OF CHIPPEWA FALLS, WISCONSIN**

The Common Council of the City of Chippewa Falls, Wisconsin, does ordain as follows:

**SECTION 1: Territory Annexed.** In accordance with sec. 66.0217(2) of the Wisconsin Statutes and the Petition for Direct Annexation that was served upon the City Clerk for the City of Chippewa Falls on August 21, 2015 by personal service, signed by the sole owner of a parcel of real property of which said population of said parcel is zero. The following described territory which is located in the Town of Lafayette, Chippewa County, Wisconsin, is hereby annexed to the City of Chippewa Falls, Wisconsin:

Lot Nine (9), Block Three (3) of Tropicana City, Town of Wheaton, Chippewa County, Wisconsin.

Said parcel is subject to easements and restrictions of record.

**SECTION 2: Compliance with Statute.** Said Petition of Sole Property Owner for Direct Annexation is a proper petition for Direct Annexation in that said petition stated the purpose for said annexation, contained a legal description of the territory to be annexed, included a scale map of the territory to be annexed which is unincorporated and is contiguous to the City of Chippewa Falls; and

**WHEREAS,** the Petition for Annexation of the Territory legally described in Section 1, was properly served upon Mark A. Christenson, Town Clerk, for the Town of Wheaton, on August 24, 2015, by certified mail; and

**WHEREAS,** the Petition (Petition File No. 13883) for Annexation of the Territory legally described in Section 1 was properly served upon Erich Schmidtke of the State of Wisconsin Department of Administration; and

**WHEREAS,** approval by the State of Wisconsin Department of Administration for the proposed annexation finding it to be in the public interest is pending but approval is expected; and

**WHEREAS,** this Ordinance is subject to and contingent upon the ultimate approval and advice of the State of Wisconsin Department of Administration; and

**WHEREAS,** The Common Council of the City of Chippewa Falls believes that annexation of the Territory, legally described in Section 1, in the Town of Wheaton, Chippewa County, Wisconsin, to the City of Chippewa Falls, Wisconsin, is in the public interest.

**ORDINANCE NO. 2015-18**

**SECTION 3: Effect of Annexation.** From and after the date of this ordinance the Territory legally described in Section 1 shall be a part of the City of Chippewa Falls for any and all purposes provided by law and all persons coming into or residing within said territory shall be subject to all ordinances, rules and regulations governing the City of Chippewa Falls.

**SECTION 4: Zoning Classification.** Upon recommendation of the Plan Commission, the Territory annexed to the City of Chippewa Falls by this Ordinance is designated to be a part of the following district of the City for zoning purposes and subject to all provisions of the Zoning Ordinance of the City of Chippewa Falls:

**R-1B, SINGLE FAMILY**

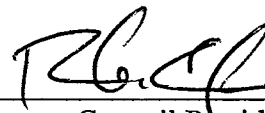
**SECTION 5: Ward Designation.** The Territory described in Section 1 of this Ordinance is hereby made a part of Ward 3a of the City of Chippewa Falls, either presently existing or to be established by Ordinance, subject to all other ordinances, rules and regulations of the City, County, and State governing wards.

**SECTION 6: Severability.** If any provision of this Ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

**SECTION 7: Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

Dated this 6<sup>th</sup> day of October, 2015

**FIRST READING:** September 15, 2015



Council President

**SECOND READING:** October 6, 2015

**APPROVED:** \_\_\_\_\_  
Gregory S. Hoffman, Mayor

**ATTEST:** \_\_\_\_\_  
Bridget Givens, City Clerk

**PUBLISHED:** \_\_\_\_\_

**ORDINANCE NO. 2015-19**

**AN ORDINANCE CREATING WARD 3a IN THE CITY OF CHIPPEWA FALLS DUE  
TO ANNEXATION OF REAL PROPERTY LOCATED IN A DIFFERENT  
COUNTY SUPERVISORY DISTRICT**

**WHEREAS**, Ordinance No. 2015-18 annexed real property located in the Town of Wheaton into the City of Chippewa Falls;

**WHEREAS**, the annexed property is in a different County Supervisory District than the rest of Ward 3 in the City of Chippewa Falls;

**WHEREAS**, revised State Statutes require that the annexed real property be located in a different City ward;

**WHEREAS**, revised State Statutes now allow for and permit the designation of wards with alphabetical letters following a numerical designation;

**WHEREAS**, the annexed real property has no population and is not expected to have a population which would disproportionately skew aldermanic population representation;

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

1. The City hereby establishes Ward 3a which shall be comprised of the following parcel of real property annexed from the Town of Wheaton into the City of Chippewa Falls by Ordinance No. 2015-18 and which is in a different County Supervisory District, to wit:

Lot Nine (9), Block Three (3) of Tropicana City, Town of Wheaton, Chippewa County, Wisconsin.

Said parcel is subject to easements and restrictions of record.

Ward 3a, presently with no population, is hereby designated a part of the 3<sup>rd</sup> aldermanic district and shall have the ward boundaries described above. The boundaries of the 3<sup>rd</sup> aldermanic district are revised to encompass Ward 3 and Ward 3a.

Dated this 6<sup>th</sup> day of October, 2015

COUNCIL PRESIDENT: Phill

FIRST READING: September 15, 2015

SECOND READING: October 6, 2015

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

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

PUBLISHED: \_\_\_\_\_

AN ORDINANCE PROVIDING FOR CONTROL OVER THE  
SITING OF CELL PHONE AND BROADCAST TOWERS  
AND SMALL CELL PANEL ANTENNAS AS ALLOWED  
UNDER 2013 WISCONSIN ACT 20 AND NEW  
§ 66.0404 OF THE WISCONSIN STATUTES - §17.08(14)  
OF THE CHIPPEWA FALLS MUNICIPAL CODE, WHICH  
IS A PART OF THE CHIPPEWA FALLS ZONING ORDINANCE

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

1. That § 17.08(14) of the Chippewa Falls Municipal Code be created to provide as follows:

**17.08 – ACCESSORY BUILDINGS, USES AND STRUCTURES**

• • •

- (14) NEW MOBILE SERVICE SUPPORT STRUCTURE AND FACILITIES AND CLASS 1 AND CLASS 2 COLLOCATION.
  - (a) The definitions set forth in §66.0404(1) of the Wisconsin Statutes, or in any successor or renumbered section, are hereby adopted and incorporated herein by reference.
  - (b) With regard to the following activities –
    1. The siting and construction of a new mobile service support structure and facilities; and/or
    2. A Class 1 collocation, the substantial modification of an existing support structure and mobile service facilities;

there shall be an application for a permit process which a person or entity must complete to engage in the siting, construction, or modification activities for the activities described in 1. and 2. above. The application for a permit shall be made through the Director of Public Works who shall determine whether the application is complete for future processing. The application shall be in writing and shall contain all of the following information:

1. The name and business address of, and the contact individual for, the applicant.
2. The location of the proposed or affected support structure.
3. The location of the proposed mobile service facility.
4. If the application is to substantially modify an existing support structure, a construction plan which describes the proposed modifications to the support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment associated with the proposed modifications.
5. If the application is to construct a new mobile service support structure, a construction plan which describes the proposed mobile service support structure and the equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment to be placed on or around the new mobile service support structure.
6. If an application is to construct a new mobile service support structure, an explanation as to why the applicant chose the proposed location and why the applicant did not choose collocation, including a sworn statement from an individual who has responsibility over the placement of the mobile service support structure attesting that collocation within the applicant's search ring would not result in the same mobile service functionality, coverage, and capacity; is technically infeasible; or is economically burdensome to the mobile service provider.

If an applicant submits an application for a permit to engage in an activity described in this subsection which contains all of the information required herein the Director of Public Works shall consider the application complete. If the Director of Public Works does not believe that the application is complete the applicant shall be notified in writing, within 10 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete. Thereafter the City shall proceed in accordance with the provisions of § 66.0404(2)(d) – (g) of the Wisconsin Statutes, or any successor or renumbered statute.

- (c) With regard to a Class 2 collocation, it shall be subject to the same requirements for the issuance of a building permit to which any other type of commercial development or land use development is subject. Also, there shall be an application for a permit process which a person or entity

must complete. The application for a permit shall be made through the Director of Public Works who shall determine whether the application is complete for future processing. The application shall be in writing and shall contain all of the following information:

1. The name and business address of, and the contact individual for, the applicant.
2. The location of the proposed or affected support structure.
3. The location of the proposed mobile service facility.

If an applicant submits an application for a permit to engage in a Class 2 collocation which contains all of the information required herein the Director of Public Works shall consider the application complete. If the Director of Public Works does not believe that the application is complete the applicant shall be notified in writing, within 5 days of receiving the application, that the application is not complete. The written notification shall specify in detail the required information that was incomplete. An applicant may resubmit an application as often as necessary until it is complete. Thereafter the City shall proceed in accordance with the provisions of § 66.0404(3)(c) of the Wisconsin Statutes, or any successor or renumbered statute.

- (d) In regard to either subsection (b) or subsection (c) the City shall not engage in any of the applicable prohibitions set forth in §66.0404(4) of the Wisconsin Statutes, or any successor or renumbered statute.
- (e) The activities regulated in this section are subject to all other laws, rules, and regulations, statutory or administrative, governing the use and enjoyment of public right of ways.

2. That the following wording of “This is subject to the provisions of §17.08(14) of the Chippewa Falls Municipal Code and is subject to all laws, rules, and regulations, statutory or administrative, governing the use and enjoyment of public right of ways.” be added at the end of the following sections of the Chippewa Falls Municipal Code:

17.20(8)(e)  
17.21(8)(e)  
17.22(8)(e)  
17.23(8)(e)  
17.23.5(8)(e)  
17.23.8(8)(e)  
17.24(8)(e)  
17.24.5(7)(e)  
17.25(7)(e)

17.27(7)(f)  
17.27.5(7)(d)  
17.28(7)(k)  
17.29(7)(g)  
17.30(6)(e)  
17.31(6)(c)  
17.32(6)(d)  
17.33(6)(e)  
17.34(6)(k)  
17.35(6)(h)  
17.36(6)(b)

Dated this 20th day of October, 2015.

\_\_\_\_\_  
Rob Kiefer, Council President

FIRST READING: October 6, 2015

SECOND READING: October 20, 2015

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

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



AN ORDINANCE AMENDING § 12.11  
OF THE CHIPPEWA FALLS MUNICIPAL  
CODE RELATIVE TO THE REQUIREMENT  
TO OBTAIN A KENNEL LICENSE

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

1. That § 12.11(7)(b) which defines commercial kennels and non-commercial kennels be amended to change the definition from “3 or more animals” to “4 or more dogs and/or cats” and to thus now provide as follows:

**12.11 ANIMAL CARE AND LICENSES.**

• • •

(7) FURTHER DEFINITIONS.

• • •

(b) *Kennel* means any establishment wherein or whereon dogs or cats are kept for the purpose of breeding, selling, buying, or boarding.

(1) *Commercial kennel* means a premises where 4 or more dogs and/or cats over the age of 6 months are kept for the primary purpose of commercial breeding, boarding, or selling of animals. A commercial kennel does not include animal hospitals, clinics, and other premises operated by a licensed veterinarian exclusively for the care and treatment of animals.

(2) *Non-commercial kennel* means any premises where 4 or more dogs and/or cats over the age of 6 months are kept but not for the primary purpose of commercial breeding, boarding, or selling of animals.

2. That § 12.11(21)(a) which requires either a commercial or a non-commercial kennel license for “3 or more animals” be amended to require a commercial or a

non-commercial kennel license for “4 or more dogs and/or cats” and to thus now provide as follows:

**12.11 ANIMAL CARE AND LICENSES.**

• • •

(21) KENNELS.

(a) *License Required.*

(1) Any person with 4 or more dogs and/or cats over the age of 6 months shall obtain either a commercial or a non-commercial kennel license.

• • •

Dated this 20<sup>th</sup> day of October, 2015.

\_\_\_\_\_  
Rob Kiefer, Council President

FIRST READING: October 6, 2015

SECOND READING: October 20, 2015

APPROVED: \_\_\_\_\_  
Gregory S. Hoffman, Mayor

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

RESOLUTION DESIGNATING PUBLIC DEPOSITORIES

WHEREAS, Wisconsin Statute 34.05(1) requires the governing body of each public depositor to designate, by resolution, one or more public depositories, organized and doing business under the laws of this state or federal law and located in this state, in which the treasurer of the governing board shall deposit all public moneys received,

THEREFORE, BE IT RESOLVED, that the following financial institutions, qualified as public depositories under Chapter 34, Wi. Stats., are hereby designated as depositories in which the funds of the City may from time to time be deposited:

- NORTHWESTERN BANK
- BMO HARRIS
- ROYAL CREDIT UNION
- ANCHOR BANK
- BANK MUTUAL
- STATE OF WI LOCAL GOVERNMENT INVESTMENT POOL (LGIP)
- HOMETOWN BANK
- ASSOCIATED BANK
- CITIZENS COMMUNITY FEDERAL
- DMB COMMUNITY BANK
- FIRST BUSINESS BANK
- UNION BANK OF BLAIR
- UNITY BANK
- TD AMERITRADE, INSTITUTIONAL (ADVISOR-EHLERS INVESTMENT PARTNERS, LLC.)

Dated this 6th day of October, 2015.

ADOPTED: \_\_\_\_\_ Council President

APPROVED: \_\_\_\_\_ Mayor

ATTEST: \_\_\_\_\_ City Clerk



Prepared and intended for use by commercial banks in transactions governed by Wisconsin Law.

200B (8/06)

Wisconsin Bankers Association 2006

EXHIBIT A RESOLUTION

(Adopted at an Open Meeting held October 6, 2015)

WHEREAS the City of Chippewa Falls, Chippewa County, Wisconsin ("City"), is presently in need of funds aggregating \$ 571,500.00 for public purpose(s) of: (1)

Financing equipment purchases

; and

WHEREAS, the Council deems it necessary and in the best interests of the City that, pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, the sum of five hundred seventy-one thousand five hundred Dollars (\$ 571,500.00) be borrowed for such purpose(s) upon the terms and conditions hereinafter set forth:

NOW, THEREFORE, BE IT RESOLVED, that for the purpose(s) hereinabove set forth the City, by its Mayor (or City Manager), and Clerk, pursuant to Section 67.12(12), Wisconsin Statutes, borrow from Northwestern Bank

("Lender"), the sum of \$ 571,500.00 and, to evidence such indebtedness, said Mayor (or City Manager) and City Clerk shall make, execute and deliver to the Lender for and on behalf of the City the promissory note of the City to be dated October 20, 2015, in said principal amount with interest at the rate of two and eight tenths percent ( 2.80 %) per annum and payable as follows:

[Check (a), (b), (c) or (d); only one shall apply.]

- (a) Single Payment. In one payment on... PLUS interest payable as set forth below.
(b) Installments of Principal and Interest. In... equal payments of \$... due on... and on... the same day(s) of each... month thereafter... every 7th day thereafter... every 14th day thereafter, PLUS a final payment of the unpaid balance and accrued interest due on... All payments include principal and interest.
(c) Installments of Principal. In... equal payments of principal of \$... due on... and on... the same day(s) of each... month thereafter... every 7th day thereafter... every 14th day thereafter, PLUS a final payment of the unpaid principal due on... PLUS interest payable as set forth below.
(d) Other. See Attachment

Interest is payable on October 1, 2016, and on the same day of each twelfth month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity, or, if box (b) is checked, at the times so indicated. Interest is computed for the actual number of days principal is unpaid on the basis of a 360 day year a 365 day year. (2) of twelve thirty day months. Said interest to be payable on the dates set forth above on the outstanding principal balance, with no prepayment privileges prepayment privileges on any principal or interest payment date on or after

A copy of the promissory note shall be attached to this resolution.

(1) Here describe each purpose in detail. If the purpose is meeting general and current municipal expenses or refinancing obligation of the City, so specify.
(2) Section 67.12(12), Wisconsin Statutes, does not place any restrictions on the basis of interest rate calculations.

BE IT FURTHER RESOLVED, that there be, and there hereby is, levied on all the taxable property of the City, a direct annual irrepealable tax sufficient in amount to pay the principal and interest on said note as the same becomes due and payable, said tax to be in the following minimum amounts: (4) (6)

Amount of Tax (principal and interest)	To Meet Note Payments Due On	Year of Levy (must be in year(s) prior to due date)
\$ 200,976.45	10/1/2016	For the year 2015
\$ 200,977.07	10/1/2017	For the year 2016
\$ 200,977.08	10/1/2018	For the year 2017
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____
\$ _____	_____	For the year _____

If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said note when due, the requisite amount shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

In the event that the City exercises its prepayment privilege, if any, then no such direct annual tax shall be included on the tax rolls for the prepayments made and the amount of direct annual tax hereinabove levied shall be reduced accordingly for the year or years with respect to which said note was prepaid.

In each of said levy years, the direct annual tax so levied shall be carried into the tax rolls each year and shall be collected in the same manner and at the same time as other taxes of the City for such years are collected; provided, that the amount of tax carried into the tax roll may be reduced in any year by the amount of any surplus in the debt service account for the note. So long as any part of the principal of, or interest on, said note remains unpaid, the proceeds of said tax shall be segregated in a special fund used solely for the payment of the principal of, and interest on, said note.

BE IT FURTHER RESOLVED, that there be and there hereby is established in the treasury of the City, if one has not already been established, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund. Within the debt service fund, there be and there hereby is established a separate and distinct account designated as the "Debt Service Account for Promissory

Note dated October 20, 2015," which account shall be used solely for the purpose of paying principal of and interest on said note. There shall be deposited in said account any accrued interest paid on said note at the time it is delivered to the Lender, all money raised by taxation or appropriated pursuant hereto, and such other sums as may be necessary to pay principal and interest on said note when the same shall become due.

BE IT FURTHER RESOLVED, that the proceeds of said note shall be used solely for the purposes for which it is issued, but may be temporarily invested until needed in legal investments, provided that no such investment shall be in such a manner as would cause said note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or the Regulations of the Commissioner of Internal Revenue thereunder; and an officer of the City, charged with the responsibility for issuing the note, shall certify by use of an arbitrage certificate, if required, that, on the basis of the facts, estimates and circumstances in existence on the date of the delivery of the note, it is not expected that the proceeds will be used in a manner that would cause said note to be an "arbitrage bond."

BE IT FURTHER RESOLVED, that the projects financed by the note and their ownership, management and use will not cause the note to be a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and that the City shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the note.

BE IT FURTHER RESOLVED, that the City Clerk shall keep records for the registration and for the transfer of the note. The person in whose name the note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on the note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such note to the extent of the sum or sums so paid. The note may be transferred by the registered owner thereof by presentation of the note at the office of the City Clerk, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his legal representative duly authorized in writing. Upon such presentation, the note shall be transferred by appropriate entry in the registration records and a similar notation, including date of registration, name of new registered owner and signature of the City Clerk, shall be made on such note.

BE IT FURTHER RESOLVED, that the note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986, as amended, relating to the ability of financial institutions to deduct from income, for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations. (5)

BE IT FURTHER RESOLVED, that the City officials are hereby authorized and directed, so long as said note is outstanding, to deliver to the Lender any audit statement or other financial information the Lender may reasonably request and to discuss its affairs and finances with the Lender.

BE IT FURTHER RESOLVED, that said note shall be delivered to the Lender on or after the date of said note, upon receipt of the total principal amount of the loan evidenced thereby, plus accrued interest, if any, to date of delivery, provided that, if this is a refinancing, the refunding note shall be immediately exchanged for the note being refinanced.

- 
- (4) First tax levy should be for the current year unless tax roll has already been delivered for collection, and amount of levy should be sufficient to meet all principal and interest payments coming due prior to date for collection of next succeeding tax levy.
  - (5) Delete this paragraph if the City will be issuing more than \$10,000,000 of tax-exempt obligations in the calendar year. In that case, banks will not be entitled to deduct, for federal income tax purposes, interest expense that is allocable to carrying or acquiring the note.

Dated this 6th day of October, 2015.

ADOPTED: \_\_\_\_\_

\_\_\_\_\_  
Council President

APPROVED: \_\_\_\_\_

Mayor

ATTEST: \_\_\_\_\_

City Clerk



Siting & Land Rights  
1414 West Hamilton Avenue  
P.O. Box 8  
Eau Claire, Wisconsin 54702-0008

September 4, 2015

Bridget Givens, City Clerk  
City of Chippewa Falls  
30 West Central Street  
Chippewa Falls, WI 54729

Subject: City Council Agenda – September 15, 2015

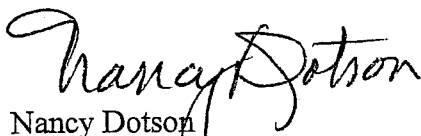
Xcel Energy has received a request to provide gas service to a customer located south of Technology Way. The current design to serve this new gas customer is to connect to an existing gas main located on the north side of Technology Way, cross the road right of way, and the City of Chippewa Falls Outlot 9 parcel, and continue into the customer's private property.

Attached is a map showing the proposed location of the crossing of the City of Chippewa Falls parcel, Outlot 9. Also, enclosed is a Gas Easement covering the easement across the City of Chippewa Falls parcel, Outlot 9.

Please add this Gas Easement crossing City of Chippewa Falls property to the next City of Chippewa Falls Council Meeting currently scheduled for September 15, 2015.

You can contact me at (715) 737-2574 or by email at [nancy.j.dotson@xcelenergy.com](mailto:nancy.j.dotson@xcelenergy.com) with any questions or details for attending the September 15<sup>th</sup> City Council Meeting to present this Gas Easement request.

Sincerely,



Nancy Dotson  
Sr. Land Rights Agent

Enclosure

## GAS EASEMENT

Name: City of Chippewa Falls, Wisconsin

**KNOW ALL MEN BY THESE PRESENTS**, that the undersigned, (hereinafter called "Grantor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto Northern States Power Company, a Wisconsin corporation d/b/a Xcel Energy, herein referred to as "Xcel Energy", duly authorized to transact business in the States of Wisconsin and Michigan, its successors and assigns, the perpetual right, privilege, and authority to construct, install, mark, inspect, operate, repair, alter, relocate, reconstruct, replace, remove, and maintain its facilities including the necessary mains, pipes, valves, supports, conduits, vaults, pedestals, manholes, fixtures, devices, and other facilities and appurtenances (collectively referred to as "Facilities") necessary for the purposes of transmission and distribution of gas through, over, under, and across the following described lands, hereinafter called "Easement Area", situated in the County of Chippewa, State of Wisconsin, to-wit:

**Premises:**

*Outlot 9, 2<sup>nd</sup> Riverside Industrial Park, Section 4, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.*

**Easement Area:**

*Except for the right of access, the right of way shall be limited to a 10-foot wide strip with the centerline described as follows: Commencing on the Northwest corner of said Outlot 9 and the South right of way limit of Technology Way; thence East along the North property line of said Outlot 9 and the South right of way limit of Technology Way 200 feet and the Point of Beginning; thence South twenty feet, more or less, to the South property line of Outlot 9, and there terminating.*

Together with the associated rights to: 1) erect reasonable signs for the purpose of monumenting the boundaries of the Easement Area, 2) have reasonable ingress and egress for personnel, equipment and vehicles to and from said Easement Area across the property of Grantor adjacent thereto, 3) trim, cut down and remove all brush, trees, and overhanging branches now or hereafter existing on said Easement Area, 4) apply herbicides, with Grantor's permission, in accordance with applicable laws, rules and regulations, for tree and brush control. 5) trim, cut down and remove trees now or hereafter existing on the property of Grantor located outside of said Easement Area which by falling might interfere with or endanger the Facilities, 6) install additional Facilities on the existing structures for the transmission or distribution of gas.

Xcel Energy, by acceptance of this Easement, agrees that it shall, after installation of the Facilities, or after the exercise of any rights granted herein, restore the surface of the Easement Area to as near its original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation, and shall pay for all damage to crops, fences, yards, roads and fields caused by the construction or maintenance of said Facilities. Grantor shall submit all claims to Xcel Energy's nearest office.

The Grantor shall not be responsible for any injury to persons or property by the design, construction or upkeep of the Facilities.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within the Easement Area, and that he will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said Facilities.

Grantor warrants and represents that Grantor is the owner of the above described property and has the right to grant and convey an easement in the manner and form aforesaid.

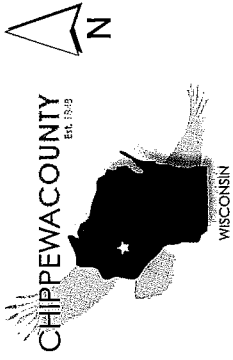
**RETURN TO:** Xcel Energy  
Siting & Land Rights, Nancy Dotson  
1414 W. Hamilton Ave., PO Box 8  
Eau Claire, WI 54702-0008

P.I.N. 22808-0442-6564OL09

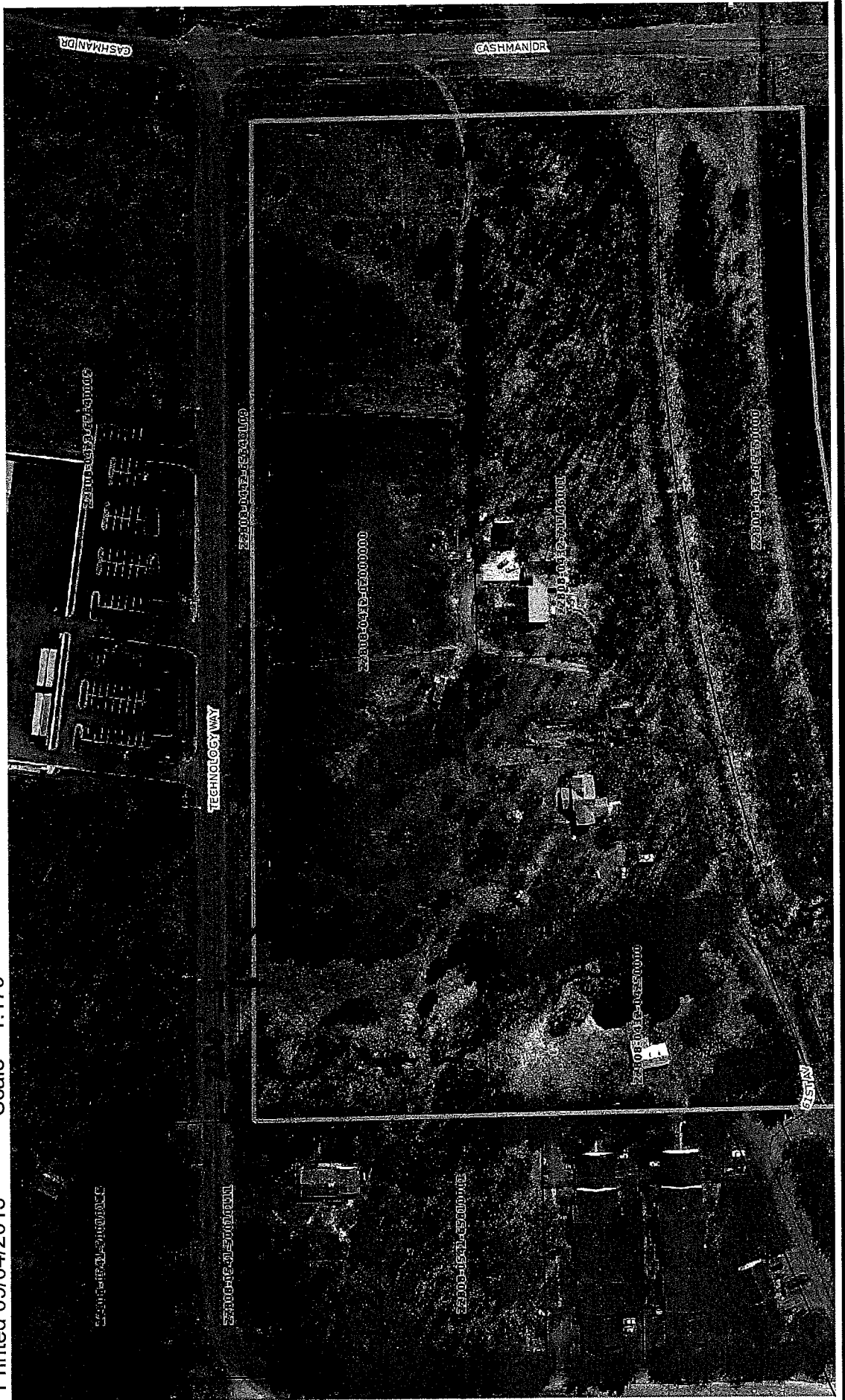




# City of Chippewa Falls - Gas Easement



Printed 09/04/2015      Scale = 1:179'



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

## Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated October 6, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Preparation of a Community Development Investment Grant Application to the Wisconsin Economic Development Corporation.

**Client's Authorized Representative:** Jayson Smith

**Address:** 30 W. Central Street  
Chippewa Falls, WI 54729

**Telephone:** 715.726.2729 **email:** jsmith@chippewafalls-wi.us

**Project Manager:** David Carlson

**Address:** 10 N. Bridge Street  
Chippewa Falls, WI 54729

**Telephone:** 715.720.6249 **email:** dacarlson@sehinc.com

**Scope:** The Basic Services to be provided by Consultant:

The Consultant will work with the Client and other parties as specified by the grant application to complete the Prospect Data Sheet as required by the Wisconsin Economic Development Corporation (WEDC) for the Community Development Investment Grant program. The Consultant will also attend one meeting on site with WEDC staff and one meeting with the City Council to present the grant application, all as set forth in this letter and the Agreement for Professional Services between SEH and City of Chippewa Falls dated October 23, 2013. We will also furnish such Additional Services as you may request or as required.

We will start our services promptly after receipt of your authorization. We estimate our services will be completed after one (1) month. If there are delays in the Project that are beyond our control, you agree to grant additional time to complete the services.

**Payment:** A retainer in the amount of \$0 will be paid in advance of Consultant starting work and will be applied to the final invoice(s).

The lump sum fee is \$6,000 including expenses and equipment. This fee shall be billed in two parts. Part 1 is \$3,000, and is due upon completion of the application. Part 2 is \$3,000, and is due only upon approval of the grant application by the funding agency.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-2.

Additional Services, if required, shall be compensated 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. Additional work shall only be performed after approval by the Client.

**Other Terms and Conditions:** Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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**Short Elliott Hendrickson Inc.**

**City of Chippewa Falls**

By: \_\_\_\_\_  
David A. Carlson  
Title: Principal

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A-2**  
**to Supplemental Letter Agreement**  
**Between City of Chippewa Falls (Client)**  
**and**  
**Short Elliott Hendrickson Inc. (Consultant)**  
**Dated October 6, 2015**

**Payments to Consultant for Services and Expenses**  
**Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

**A. Lump Sum Basis Option**

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially.

**B. Expenses Not Included in the Lump Sum**

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.
3. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

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# Memo

**To:** Chippewa Falls Common Council & Mayor  
**From:** Fire Department & Engineering Department  
**cc:**  
**Date:** October 1, 2015  
**Re:** Proposed Fire Station – Budget breakdown

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This memo is to clarify the expected overall budget for the proposed Chippewa Falls Fire Station. The budget for the proposed station has been set at 5 million including all design & construction services, site improvements, land acquisition, grading, FFE, and all other necessary items needed to complete the fire station. Below is the breakdown of the forecasted budget.

<b>Total Anticipated Budget</b>		<b>\$5,000,000</b>
<b>ITEM</b>	<b>Estimated Cost</b>	<b>% - Total Budget</b>
Design Services (ADG/Five Bugles)	\$322,000	6.4%
Construction Manager (TBD-Estimated)	\$250,000	5.0%
Building Cost (Estimated)	\$4,200,000	84.0%
Site Utilities	Included w/Building	
Land Acquisition	\$1	0.0%
FFE (Furniture, Fixtures, & Equipment)	\$175,000	3.5%
Contingency	\$52,999	1.1%
<b>Total</b>	<b>\$5,000,000</b>	<b>100.0%</b>

Note: - Site grading is included in the construction of Chippewa Mall Drive

# AIA<sup>®</sup> Document B101<sup>™</sup> – 2007

## *Standard Form of Agreement Between Owner and Architect*

AGREEMENT made as of the twentieth day of August in the year two thousand fifteen

BETWEEN the Architect's client identified as:

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

and the Architect:

Architectural Design Group, LLC  
Banbury Place, Building D04, Suite 202  
800 Wisconsin Street, Mailbox 2  
Eau Claire, WI 54703

for the following Projects:

- New Chippewa Falls Central Fire Station  
Chippewa Falls, WI 54729

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(1680566390)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

*(Paragraph deleted)*

The project site will be city owned. The project will be based on the feasibility study provided by ADG/Five Bugles Design, dated April, 2015. The Owner will hire a construction manager and decide at a later date whether to proceed with a CM as an advisor or a CM at risk.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

Estimated as mid-April, 2016, assuming the city owned new frontage road and engineered fire station rough graded pad is completed in 2015.

.2 Substantial Completion date:

Estimated as ten (10) months from date of construction start.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Paragraph deleted)

.1 General Liability

General Casualty, Policy Number CFB0843706, \$2,000,000 per claim, \$2,000,000 per Aggregate

.2 Automobile Liability

General Casualty, Policy Number CFB0843706, \$1,000,000 combined single limit

.3 Workers' Compensation

General Casualty, \$500,000/\$500,000/\$500,000, Policy Number CWC 0843706

.4 Professional Liability

The Hanover Insurance Group, \$2,000,000 per claim, \$2,000,000 per Aggregate, Policy Number LHC987264500

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's written approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Construction Manager shall submit to the Owner an estimate of the Cost of the Work.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Construction Manager shall update the estimate of the Cost of the Work.

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§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner. The CM will advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

#### § 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 The Construction Manager shall update the estimate for the Cost of the Work and take charge of the bidding process.

§ 3.4.4 The Architect shall submit the Construction Documents to the Owner, take any action required under Section 6.5 and request the Owner's approval.

*(Paragraph deleted)*

#### § 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

##### § 3.5.1 GENERAL

The Architect shall assist the Owner and CM in establishing a list of prospective bidders. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and CM in (1) obtaining either competitive bids, (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

##### § 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and CM in bidding the Project by

- .1 attend a pre-bid conference for prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion

*(Paragraphs deleted)*

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

*(Paragraphs deleted)*

§ 3.5.2.4 The Owner will furnish copies of the Construction Documents as requested by the prospective bidders and other interested parties.

#### § 3.6 CONSTRUCTION PHASE SERVICES

##### § 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the mobilization for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

#### § 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract

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Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Completed; Study Phase
§ 4.1.2 Multiple preliminary designs	Architect	Completed; Study Phase
§ 4.1.3 Measured drawings	NP	
§ 4.1.4 Existing facilities surveys	NP	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	
§ 4.1.6 Building Information Modeling (E202™-2008)	Architect & Select Consultants	
§ 4.1.7 Civil engineering	Architect	City Engineer to complete rough grade building/parking pad in conjunction with new frontage road.
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	
§ 4.1.10 Value Analysis (B204™-2007)	CM or Cost Consultant	Architect Assistance
§ 4.1.11 Detailed cost estimating	CM or Cost Consultant	
§ 4.1.12 On-site Project Representation (B207™-2008)	CM or Architect	
§ 4.1.13 Conformed construction documents	NP	
§ 4.1.14 As-Designed Record drawings	Architect	
§ 4.1.15 As-Constructed Record drawings	CM or General Contractor	
§ 4.1.16 Post occupancy evaluation	Architect/CM or General	3 month interview & 11 month walk through

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User Notes:

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	Contractor	
§ 4.1.17 Facility Support Services (B210™-2007)	NP	
§ 4.1.18 Tenant-related services	NP	
	Architect/CM or General Contractor	
§ 4.1.19 Coordination of Owner's consultants	Owner/Architect	Limited assistance only
§ 4.1.20 Telecommunications/data design	NP	
§ 4.1.21 Security Evaluation and Planning (B206™ 2007)	NP	Mechanical & Electrical recommended; separate contract
§ 4.1.22 Commissioning (B211™-2007)	NP	
§ 4.1.23 Extensive environmentally responsible design	NP	
§ 4.1.24 LEED® Certification (B214™-2012)	NP	
§ 4.1.25 Fast-track design services	NP	
§ 4.1.26 Historic Preservation (B205™-2007)	NP	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Owner/Architect	Limited; conceptual only

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

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- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Sixteen (16) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic

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evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 The Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Construction Manager's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect and Construction Manager or shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 The architect shall be compensated for changes required to make design adjustments for budget overruns.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 The Owner may utilize the Instruments of Service to complete the Project if it terminates this Agreement under Section 9.5 herof. In the event the Owner uses the Instruments of Service, however, without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses except to the extent the claim and/or cause of action relates to Architect's alleged negligent or wrongful acts. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

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## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other (Specify)

### § 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give thirty (30) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party, subject to the requirements of the Minnesota Data Practices Act, shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

#### ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:(excluding reimbursables billed to date)

Total compensation for the new fire station excluding reimbursables:

\$322,500

Pre-design/Feasibility Study Fee Credit: one hundred percent (100%) of established fee will be applied to total fee.

Alternate bids, if any, will be invoiced at 6% fee percentage established through Bid Phase for those not built and at 7.5% for those built.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*  
Zero (0); provided as part of basic services

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

*(Paragraph deleted)*  
To be negotiated as Architects hourly rates or as percentage fee related to cost per 11.1

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent ( 10 %), or as otherwise stated below?

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-five	percent (	25	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase	Fifteen	percent (	15	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

*(Paragraph deleted)*  
2015 rates attached. Subsequent rate changes will apply accordingly, as part of Architect's standard operations.

Employee or Category	Rate
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### § 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

#### § 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

#### § 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

One and five tenths percent (1.5 %), per month, cumulative.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:

- .1 Architect's 2015 Hourly Rate Sheet

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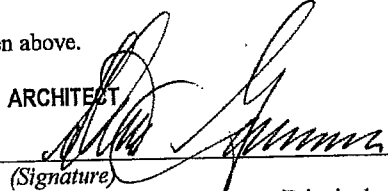
This Agreement entered into as of the day and year first written above.

OWNER

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

ARCHITECT

  
\_\_\_\_\_  
*(Signature)*

Steven A. Gausman, Owner/Principal  
\_\_\_\_\_  
*(Printed name and title)*

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