### CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, AUGUST 26, 2013 – 5:30 PM

The Board of Public Works met in City Hall on Monday, August 26, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson George Adrian. Absent was Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl, Terry Durch of Tschopp-Durch-Camastral Inc., Rod Stetzer of the Chippewa Herald, Steve Frazer of Frazer Construction, and Lorraine, Doug, Kay, Ben and Sara Bjork.

- Motion by Bauer, seconded by Adrian to approve the minutes of the August 12, 2013 Board of Public Works meeting. All present voting aye. MOTION CARRIED.
- 2. The Board considered the attached Highway Safety Improvement Project on Bridge Street between the Chippewa River and River Street. Director of Public Works Rubenzer stated that the original H.S.I.P. application only included median adjustments to correct the safety concerns and accidents at the Court St./Bridge St. intersection and did not include defective concrete replacement. The defective concrete is hatched on the attached drawing and the City is 100% responsible for the estimated \$600,500 cost. Rubenzer continued that the project will be included in the 2014 budget request and is scheduled for 2014 construction.

The Board discussed the "additional" design and construction engineering costs of \$120,000. Rubenzer will discuss with Short Elliot Hendrickson Inc. Rubenzer stated he had discussed funding the project using TIF #11 with City Planner Smith.

<u>Motion</u> by Adrian, seconded by Hoffman to recommend the Common Council approve additional construction costs of \$600,500 and a negotiated design and construction engineering amount for the 2014 Highway Safety improvement Project on Bridge Street between the Chippewa River and River Street, (attached). Also, that the additional costs be referred to Committee #1 for funding and be included in the 2014 budget request. All present voting aye. <u>MOTION CARRIED</u>.

- 3. The Board discussed naming a street, naming a bench and other ways to honor former Street Superintendants James and Oscar Bjork. Oscar and James Bjork were City of Chippewa Falls Street Superintendants for a combined 75 years. The only building with an address on Riverside Drive is the Street Department Shop. Rubenzer thought that possibly a "dual" street name could be done. Memorial benches in Irvine Park and near the Veterans walk path at the STH #124 and Business Hwy #29 roundabout were discussed. A memorial plaque on or in the Street Department building was considered. Lorraine Bjork inquired about renaming Badger Street as Bjork Boulevard.

  Motion by Hoffman, seconded by Adrian that Director of Public Works Rubenzer investigate renaming Badger Street or Riverside Drive as Bjork Boulevard and also look into the costs for plaques and then report back to the September 23,2013 Board of Public Works meeting. All present voting aye. MOTION CARRIED.
- 4. Terry Durch appeared to request to excavate in and place scaffolding on the City owned parking lot north of Central Street and west of the Northwestern Bank drive-up to

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

facilitate an addition to the drive-up. Rubenzer named the necessary items of proof of insurance, a three-thousand dollar bond and replacement and painting of any removed hot mix. He continued that the use of nine parking stalls would not be available during the two to three week construction period. See attached documents.

<u>Motion</u> by Hoffman, seconded by Bauer to recommend the Common council allow Tschopp-Durch-Camastral Inc. to place scaffolding on and excavate in the city owned parking lot north of Central Street between Bridge Street and Rushman Drive. The approval is contingent upon:

- 1) Proof of insurance
- 2) Submission of a \$3000 bond
- 3) Restoration of parking lot hot mix and markings.

The Northwestern Bank Drive-up addition is anticipated to take two to three weeks to complete. All present voting aye. MOTION CARRIED.

5. The Board considered the attached transport permit for Chippewa Valley Grain and Processing Inc. to transport 50 to 75 loaded containers of grain per week from USH #53 to the transload facility on Business Hwy #29/River Street. The State of Wisconsin Department of Transportation revised statutes to allow an axle or axle group to exceed up to 15% of state statute 348.15 when used for agricultural purposes. President Ken Custer stated that he had a state permit and an agreement with Chippewa County for segments of the transport route outside the city. Rubenzer was concerned with equivalent single axle loads on Business Hwy #29 and designing the final segment from Regent Street to USH #53 to properly handle the structural load. He continued that 50 to 75 trucks weekly would not pose a problem.

<u>Motion</u> by Hoffman, seconded by Adrian that the Common Council approve the attached permit for Chippewa Valley Grain and Processing Inc. to transport 50 to 75 loaded containers of grain per week on Business Hwy #29/River Street between USH #53 and the transload facility. **All present voting aye. MOTION CARRIED.** 

- Steve Frazer appeared to present an agreement to develop Marilyn Court. Rubenzer handed out a revised Developers Agreement that included the change recommended by City Attorney Ferg. He stated the agreement was in the standard form that had been developed and used since 2005.
  - <u>Motion</u> by Adrian, seconded by Rubenzer to recommend the Common Council approve the attached Developers Agreement with Steve Frazer for the development of Marilyn Court contingent on City Attorney Fergs review and approval. **All present voting aye. MOTION CARRIED.**
- 7. Motion by Adrian, seconded by Bauer to adjourn. All present voting aye. MOTION CARRIED. The Board of Public Works meeting adjourned at 6:04 P.M.

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

## CITY OF CHIPPEWA FALLS BOARD OF PUBLIC WORKS MEETING MINUTES MONDAY, AUGUST 12, 2013 – 5:30 PM

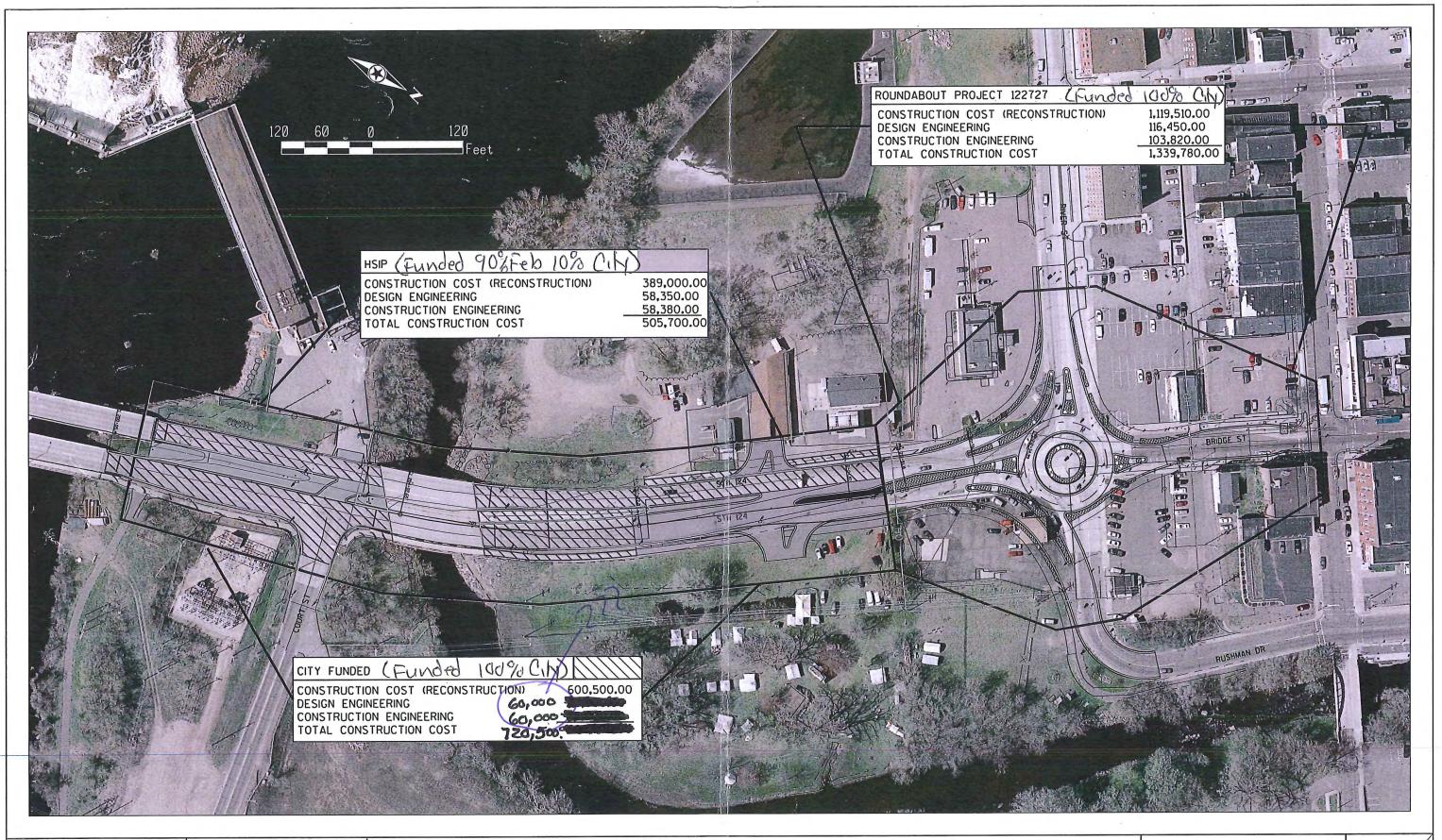
The Board of Public Works met in City Hall on Monday, August 12, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson George Adrian. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Bryan Renton.

- Motion by Rubenzer, seconded by Hoffman to approve the minutes of the July 29, 2013 Board of Public Works meeting. All present voting aye. MOTION CARRIED.
- 2. The Board considered the attached agreement for the development of Wissota Shores. Director of Public Works Rubenzer stated that the agreement took the standard form of previous development agreements.
  <u>Motion</u> by Rubenzer, seconded by Hoffman that the Common Council approve the Developers Agreement for Wissota Shores upon review and approval of City Attorney Ferg. All present voting aye. <u>MOTION CARRIED</u>.
- 3. The Board considered and discussed the attached closure request notification letter for Four Seasons to not require any clean up action other than natural attenuation for its chemical spills at its property at #8002 Commerce Parkway. Rubenzer gave a brief history stating that 14 wells had been installed and monitored since 1996 and that a lawsuit had been initiated by the City against Four Seasons that had been settled out of court. He stated that the City has much more invested in the East Wellfield nitrate removal facility then was recovered in the lawsuit. He continued that monitoring results indicated a general decrease in contaminant levels in some wells but that it was difficult to assert that declines were evident in all wells. He stated a letter could be sent to the Department of Agriculture, Trade and Consumer Protection, (DATCP) showing that nitrate levels had not decreased substantially at the East Wellfield and requesting that the monitoring continue. After some additional discussion,

<u>Motion</u> by Senn, seconded by Hoffman that Director of Public Works Rubenzer draft a letter to be sent to the Department of Agriculture, Trade and Consumer Protection that showed the nitrate levels of groundwater at the City's East Wellfield and request that monitoring of the existing Four Season wells continue until the nitrate levels at the wells have dropped below enforcement standard levels. All present voting aye. <u>MOTION</u> CARRIED.

4. Motion by Senn, seconded by Bauer to adjourn. All present voting aye. MOTION CARRIED. The Board of Public Works meeting adjourned at 5:45 P.M.

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

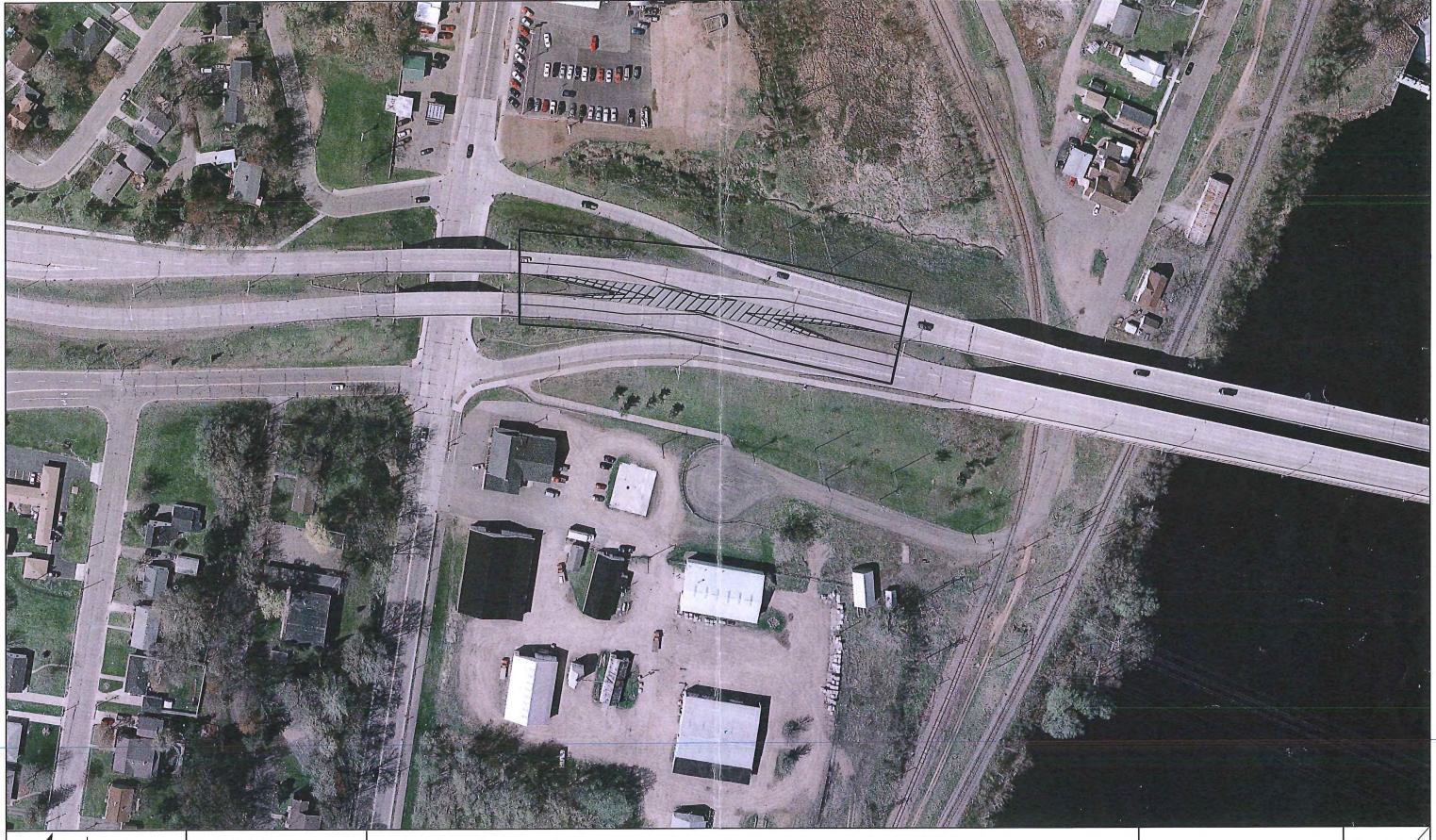




421 Frenette Drive. Chippewa Falls, WI 54729 PHONE: (715) 720-6200 FAX: (715) 720-6300 WATTS: 800-325-2055 миж.sehing.com PROJECT: cfcit

DATE:

CHIPPEWA FALLS CHIPPEWA COUNTY, WISCONSIN



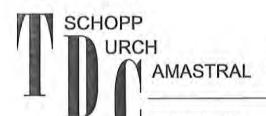


42) Frenette Drive. hippeva Falls, NI 54729 'HONE: (715) 720-6200 FAX: (715) 720-6300 WATTS: 800-325-2055 PROJECT: cfcit

DATE:

CHIPPEWA FALLS
CHIPPEWA COUNTY, WISCONSIN

FIGURE 6



Commercial, Industrial, Residential

1210 Lowater Road Chippewa Falls, WI 54729 Phone: (715) 723-9386

Fax: (715) 723-9387 email: tdcinc1@att.net

August 13, 2013

Chippewa Falls City Engineer Rick Rubenzer

OMPANY, INC.

Re: Request to be on agenda for Board of Public Work's Meeting August 26, 2013.

Tschopp Durch Camastral Co., Inc. is the General Contractor/Agent for Northwestern Bank on improvements being made to the Drive-Up facility and a new Storage Building located at the corner of Central Street and Rushman Drive.

Attached is a plot plan showing the location of the Storage Building which is located next to the city parking lot. We are requesting permission from the city to excavate approximately 4-6' +-onto city property to complete excavation for footings. T.D.C. will replace concrete/asphalt back to its original condition when work is completed. We will also be doing work on the west side of the Drive-Up bank which would require the use of scaffold/ladders being set on city property for a short period of time, approximately 2-3 weeks.

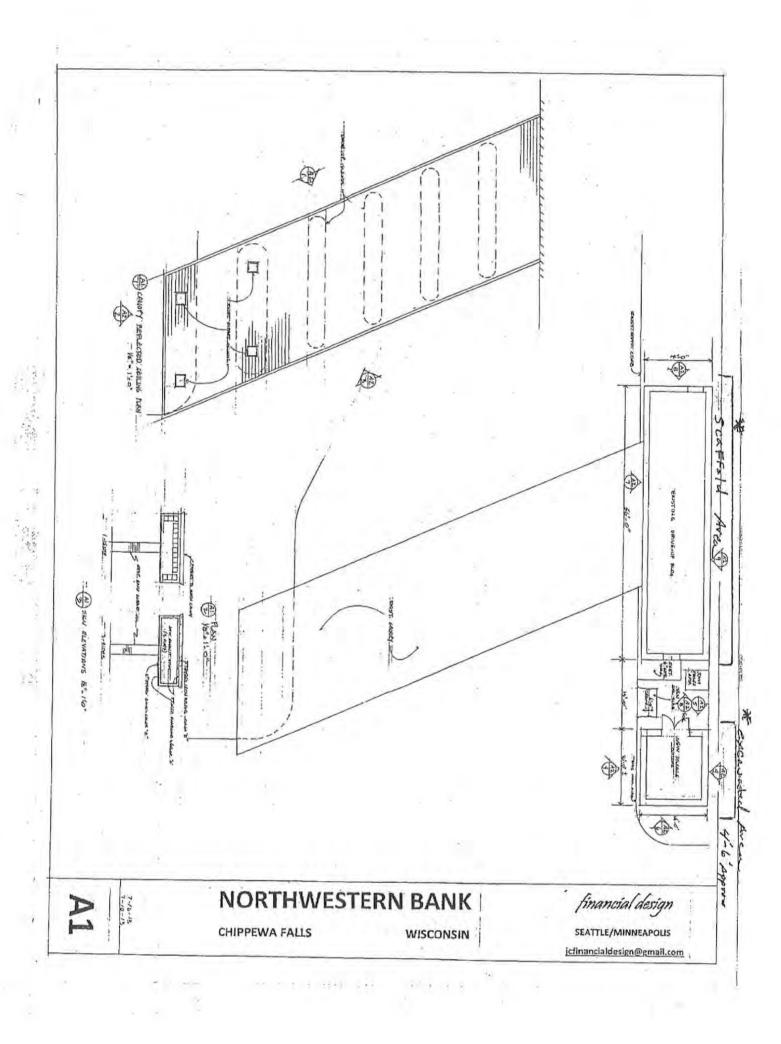
I have highlighted the areas on the attached drawing for your review.

Any question or concerns, please feel free to call.

Thank you,

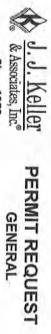
Terry Durch President

Enclosure



# Request of Overweight Sealed Container Transport Permit

To: Rick Rubenzer		
Director of Public Works City of	Chippewa Falls	
30 West Central St, Chippewa Fa	is, Wi	
From: Ken Custer		
President, Chippewa Valley Grain	and Processing Inc.	
5852 Cty Hwy, T Chippewa Falls,	NI	
RE: Sealed Overweight Container Pe	ermit	
Rick,		
our Transloading facility to the Chip be filled to the max allowable net w commodities. These Containers will about \$400,000 per week. The major	t to Transport between 50 to 75 loaded co pewa Falls CN Intermodal Facility. These l t. of 58,000 lbs to allow for efficient shipn be filled for export only. The value of the prity of this income stays in this area from d a Certificate of Insurance and a copy of	oaded containers need to nent of agricultural se shipments average the commodities being
Thank You, Ken Custer Kin Cust	Date 8/13/2013	
Rick Rubenzer		
Approved	Date	



		& Associates, Inc.®	tes, Inc."	GENERAL		DOT: 0434120		MC: 354443	
Company Name: Chippewa Valley Grain and Processing Inc.	hippewa Valley G	since 1953 Frain and Processing Inc	ng Inc.			Fed ID #: 39-1665908	665908		
Name of Person Ordering Permit	dering Permit _					PO#:			
Fax or Email Permits to: cvgp@wwt.net	s to: cvgp@wwt	inet				Phone: 715-874-6591	4-6591		
Truck # Any	# of /	# of Axles: 3	Year.	Make:		License #:		State: WI	
Serial #:				Tire Size:	ze:				
Trailer #: Any	# 01	# of Axles: 3	Year:	Make:		License #:		State: WI	
Serial #:				Tire Size:	(6)		Trailer Length:		
Load Description: Sealed Container for Export	ealed Container f		Make:	2	Model:		Serial #:		
Overall Dimensions:	Length:		Width:		Height		Gross Weight	92000	
Load Dimensions:	Length:		Width:		Height			58000	
Front Overhang:				Rear Overhang:	ang:				
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	-	2	ω	4	5	6	7		Φ
Axle Weight	No one axle	or axle group	shall excede	15% of WJ	DOT Statute	348.15			
Tire Weight Rating									
Driver Name:				ļ					
State	Rou	Routes		Origin	Dest	Destination	Start Date	Permit Type OD F	ype T
WI Busines 29	Busines 29 City of Chippewa	۵	5852 (	5852 Cty Hwy T	CF Intermodal	Ĭ	Continuous		
								0 :0	

W.

CHIPVAL-09

LKLOCEK

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Company of the Compan
Apex Insurance Group of WI, LLC	PHONE (A/C, No. Ext): (715) 568-5050	FAX (A/C, No): (715) 568-5151
1400 Main Street Bloomer, WI 54724-1637	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING CO	OVERAGE NAIC#
	INSURER A : Westfield Companies	
INSURED	INSURER B:	
Chippewa Valley Grain & Processing Inc	INSURER C:	4
Custer Farms Inc 5852 County Hwy T	INSURER D:	
Chippewa Falls, WI 54729	INSURER E :	
	INSURER F:	The state of the s

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	INSR WVI		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
-	GENERAL LIABILITY				VOTO A	EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY		CAG6098617	9/21/2012	9/21/2013	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000
	CLAIMS-MADE X OCCUR		April Annual State of Control of Control			MED EXP (Any one person)	s	5,000
						PERSONAL & ADV INJURY	\$	1,000,000
						GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	s	2,000,000
	POLICY X PRO- X LOC					Charles Act of	s	
	AUTOMOBILE LIABILITY		March of the same	1 May 16 70 1	No. S. A. S. Z.	COMBINED SINGLE LIMIT (Ea accident)	s	1,000,000
A	X ANY AUTO		CAG6098617	9/21/2012	9/21/2013	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS		100000000000000000000000000000000000000			BODILY INJURY (Per accident)	8	
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	s	
	AU (OS						\$	
	X UMBRELLA LIAB X OCCUR		7		77 T T Z.17	EACH OCCURRENCE	s	3,000,000
Α	EXCESS LIAB CLAIMS-MADE		CAG6098617	9/21/2012	9/21/2013	AGGREGATE	s	3,000,000
	DED X RETENTIONS		CO.38.A. G	W. C. C.			s	
	WORKERS COMPENSATION	1	Committee -		17.00	X WC STATU- OTH-		
A	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	2.14	WCA6098619	9/21/2012	9/21/2013	E.L. EACH ACCIDENT	s	500,000
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	U.C.MACAN	100,000		E.L. DISEASE - EA EMPLOYEE	s	500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	5	500,000
A	Cargo		CAG6098617	9/21/2012	9/21/2013			100,000
7.7	Commercial Auto		CAG6098617	9/21/2012	9/21/2013	Comp DED 250 Coll D		1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Chippewa Falls 30 W Central St Chippewa Falls, WI 54729	Lynala J. Klocck

Claure	249 15	121	101.
Figure	240.12	(3)	(c):

	2534.5V		Max	imum gross	weight in poun	ds on a grou	p of—			
Distances in feet between foremost and rear- most axies of a group	2 consecu- tive axles of a Z-axle vehicle or any vehicle or combina- tion of vehicles hav- ing a total of 3 or more axles	3 consecu- tive axies of a 3-axie vehicle or of any vehicle or combina- tion of vehicles hav- ing a total of d or more axies	d consecutive axies of any combination of vehicles having a total of 5 or more axies	4 consecu- tive sxles of a 4-axle vehicle or of any vehicle having a total of 5 or more axles	5 consecutive axles of any combination of vehicles having a total of 5 or more axles	5 consecu- tive axies of a 5-axie vehicle or of any vehicle having a total of 6 or more axies	6 consecutive axles of any combination of vehicles having a total of 6 or more axles	6 consecu- tive axlex of any vehicle having a total of 6 or more axles	7 consecutive axles of a 7-axle vehicle or of auy vehicle or combination of vehicles having a total of 7 or more axles	8 consecuti- ve axies of a 8-axie vehicle or o any vehicle or combina- tion of vehicles hav- ing a total o 8 or more axies
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2.7	34,000	37,000								
7.5 ta 8	35,000	38,500								
than 8 but less	38,000	42,000								
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12		45,000	50,000	\$5,500						
13		46,000	50,500	60,000	62,500					
14		46,500	51,500	60,500	62,500					
15		47,500	52,000	61,500	62,500					
16		48,000	52,500	62,000	62,500	64,200				
17		49,000	53,500	63,000	63,200	71,700	64,000			
18		49,500	54,100	63,500	64,400	72,200	65,000			
19		50,500	55,100	64,500	65,000	73,000	65,500			
20		51,500	56,000	65,000	65,700	73,000	66,000	73,000		
21		52,200	56,800	66,000	66,900	73,000	66,900	73,000	73,000	
22		52,900	57,600	66,500	67,700	73,000	67,700	73,000	73,000	
23		53,600	58,400	67,500	68,900	73,000	68,900	73,000	73,500	
24		54,300	59,200	68,500	70,000	73,000	70,000	73,000	74,000	
25		55,000	60,000	69,000	71,000	73,000	71,000	73,000	74,500	80,000
26		55,700	60,800	69,500	72,000	73,000	72,000	73,000	75,000	80,000
27		56,500	61,600	70,500	72,800	73,000	72,800	73,000	76,000	80,000
28		57,100	62,400	71,300	73,000	73,000	73,000	73,000	76,500	80,000
29		58,000	63,200	72,000	73,000	73,000	73,000	73,000	77,000	80,000
30		58,500	64,000	72,700	73,000	73,000	73,000	73,000	77,500	80,000
31		59,500	64,000	73,000	73,000	73.000	73,000	73,000	78,000	80,000
32		60,000**	64,000	73,000**	73,000	73,000**	73,000	73,000**	78,500	80,000**
33			64,000		73,000		74,000	100	79,500	274777
34			64,500		73,000		74,500		80,000***	
35			65,500		73,000		75,000			
36			66,000		73,000		75,500			
37			66,500		73,000		76,000			
38			67,500		73,000		77,000			
39			68,000		73,000		77,500			
40			68,500		73,000		78,000			
41			69,500		73,500		78,500			
42			70,000		74,500		79,000			
43			70,500		75,000		80,000			
44			71,500		75,500		80,000			
45			72,000		76,000		80,000			
46			72,500		77,000		80,000			
47			73,500		77,500		80,000			
48			74,000		78,000		80,000			
49			74,500		78,500		80,000			
50			75,500		79,500		80,000			
			Maria de la Alab							
51	10 or more feet b		76,000****		80,000****		80,000****			

<sup>(</sup>d) Notwithstanding par. (c), 2 consecutive sets of tandem axles may impose on the highway a gross load of 34,000 pounds each if the overall distance between the first and last axles of such consecutive sets of tandem axles is 36 feet or more.

\*\*\*Maximum at 34 or more feet between axles.
\*\*\*\*Maximum at 51 or more feet between axles.

tation specified in pars. (a), (b) and (c) by 15% if the gross weight of the vehicle or combination of vehicles does not exceed the maximum gross weight specified for that vehicle or combination of vehicles under par. (c). This paragraph does not apply to the national system of interstate and defense highways, except for that portion of USH 51 between Wausau and STH 78 and that portion of STH 78 between USH 51 and the I 90/94 interchange near Portage upon their federal designation as I 39.

<sup>(</sup>e) Notwithstanding pars. (a), (b) and (c), in the case of a vehicle or combination of vehicles transporting exclusively livestock, the gross weight imposed on the highway by the wheels of any one axle or axle group may exceed the applicable weight limi-

#### DEVELOPMENT AGREEMENT

## RELATING TO MARILYN ADDITION PLAT

BY AND BETWEEN

# CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

AND

FRAZER CONSTRUCTION

This agreement was drafted by: Frazer Construction

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#### DEVELOPMENT CONTRACT

THIS AGREEMENT, made this	day of	, 2013 between the
City of Chippewa Falls, a Wisconsin Mun	nicipality, ("City"), and Fraze	er Construction, with an
address of 4833 160th Street, Chippewa Fall	s, Wisconsin 54729, ("the De	eveloper");

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

#### Section 1. Recitals.

- **1.01.** The Property. The Developer now owns the property described in the attached Exhibit "A" comprising of 6.7 acres, and which is also known as the Plat of Marilyn Addition, located in the City of Chippewa Falls, Chippewa County, Wisconsin. The Developer has proposed to subdivide the property and construct 8 duplex style homes.
- **1.02.** Public Improvements. The Developer has requested that they, at their expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve the property area ("Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "B". The City is willing to allow the Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied.
- 1.03. Public Improvements; Plans, Specifications. The City agrees to authorize Richard J. Rubenzer, P.E., the City Engineer, to review and approve the plans and specifications prepared by the Developers for the Public Improvements. All street, storm, sanitary and water infrastructure will conform to the Standard Construction Specifications of the City of Chippewa Falls. Approval of said specifications and plans for the Public Improvements is a condition of this agreement.
- 1.04. <u>Public Improvements, Warranty.</u> Developer agrees that the work will be done in a workmanlike manner; that all materials and labor will be in strict conformity to the specifications and any requirements set forth by the City. All work done pursuant to this contract is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or stop work on the project if any condition of this contract is breached or any law or administrative rule is violated if not rectified immediately to the satisfaction of the City Engineer.

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

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

Developer acknowledges and agrees that the public improvement work described herein is subject to Wisconsin's Prevailing Wage Rates and Hours of Labor Law. Developer will not undertake any work until the City Engineer is satisfied that

Wisconsin's Prevailing Wage Rates and Hours of Labor Laws are being complied with and that developer will continue to comply with said laws at all times while this agreement is in effect.

- <u>Section 2. Developers' Representation.</u> The Developer represents to the City that as of the date of this Agreement, the statements set forth in this section are true.
- **2.01.** No Disability. The Developer knows of no legal disability that would prevent it from carrying out this Agreement.
- **2.02.** Execution No Violation. The execution, delivery and performance of this Agreement do not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which the Developer is a party.
- **2.03.** <u>Litigation.</u> There are no pending or, to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform their obligations under this Agreement.
- **2.04.** Compliance. The Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.
- <u>Section 3. Public Improvement Schedule</u> The Developer will install improvements in accordance with the provisions in Section 3 of this Agreement.
- 3.01. <u>Final Plat Approval.</u> Provided that the Developer is not in default of this Agreement, the City will approve the final plat of each Phase in advance of acceptance of the streets and utilities within that plat.
- **3.02.** Selection and Control of Contractors. The City and the Developer must review and jointly approve the selection of any contractors who will work on the Public Improvements. The City's approval will not be unreasonably withheld.
- **3.03.** Contracts for Work. Any contract awarded by the Developer for work on the Public Improvements must contain the following provisions:

<u>Failure to Perform.</u> The Developer (Owners) may, by written notice to the contractor, immediately terminate their contract in any of the following circumstances:

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

failed in each case to meet specifications or correct deficiencies within seventy two (72) hours.

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

#### Section 4. Security.

- 4.01. Consultant Fees and Charges. The Developer will pay to the City, within thirty (30) days of being invoiced, as reimbursement for consultant fees incurred by the City in the performance of City responsibilities undertaken pursuant to this Agreement, including the costs of engineering, legal and testing services, oversight and inspection of grading, erosion control, wetland restoration and any other development related improvement as well as reasonable administrative expenses associated with the review of the plans and specifications and inspection and supervision of construction and re-inspection for one (1) year beyond the acceptance of the completed work. In no event will the City have the right to collect any fees or charges that exceed four percent (4%) of actual construction costs of the Public Improvements, excluding the costs of site grading and other Private Improvements. Actual construction costs as used in this Section will not include soft costs such as legal, surveying, engineering, inspection and financing. Fees due under this section will be paid to the City at least quarterly.
- 4.02. Security for Cost of Developer Improvements. Developer must, prior to beginning work on each phase of the Public Improvements, provide the City with a performance bond satisfactory to the City in the sum of one hundred twenty-five percent (125%) of the estimated cost of the Public Improvements. The performance bond is a guaranty to the City that the Public Improvements will be timely completed to the City's satisfaction. The performance bond will be maintained continuously by the Developer until the Public Improvements are completed to the City's satisfaction. The performance bond for Public Improvements shall be released upon certification by the City Engineer that items are satisfactorily completed pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of the City that the performance bond be reduced for the work which has been fully completed and paid.

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

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

## Section 5. Developer's Responsibility.

5.01. Easements. The Developer must furnish to the City upon request and without

charge, all permanent easements over property owned or controlled by them as designated in the plans and specifications, and deeds to property deemed necessary by the City for the location, construction, installation and operation of the Public Improvements, in form and content satisfactory to the City.

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

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

- **5.03.** Engineering Data. The Developer, through their Engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in his duties in order to insure that the complete improvements conform to the approved plans and specifications.
- 5.04. Erosion Control Measures During Construction. Developer and builders shall comply with Chapter 30 (Construction Site Erosion Control) of the City of Chippewa Falls Code of Ordinances, and all applicable DNR regulations contained in SS283, NR151 and NR216.
- 5.05. <u>City Regulations.</u> Developer acknowledges the property is regulated by the City and that a default under City ordinances or condition of approval of any permit is a default as defined in this agreement. The following conditions must be fulfilled to the satisfaction of the City Planner and City Engineer before construction of each phase of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council if adequate assurances of compliance are provided by the Developer.
  - (a) A Storm Water Management Plan shall be submitted and approved. The City Engineering Department reserves a minimum of one month for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place before building permits are issued as determined by the City Engineer.
  - (b) All development shall be done according to All Applicable City of Chippewa Falls specifications and Municipal Code of Ordinances.
  - (c) The City shall review and approve a grading plan, utilities plan, and phase plan for each phase of development.
  - (d) The Developer shall obtain all required permits from the City of Chippewa Falls, Chippewa County, the State of Wisconsin and the United States Federal Government.
  - (e) The Developer reserves the Right to request a special use permit that will allow for a "Twin home" residential plat on all or part of the approved plat

of Natures View at some time in the future. Developer will be required to and responsible for compliance with all applicable existing City, County, and State requirements in the establishment of the "Twin Home" Residential Plat.

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

#### Section 6. Insurance.

- **6.01.** <u>Insurance.</u> The Developer and its contractors will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and, from time to time at the request of the City, furnish the City with proof of payment of premiums on:
  - (a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used), and will be endorsed to show the City as an additional insured to the extent of its interest.
  - (b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles involved in work on the Public Improvements, in the minimum amount for each occurrence of \$1,000,000, and will be endorsed to show the City as an additional insured to the extent of its interest.
  - (c) Worker's Compensation insurance respecting all employees in amounts not less than the minimum required by statute.
- Section 7. Construction before final acceptance. The Developer will have the right to construct on the property, before a full range of municipal services are available or approved by the city. The Developer will be responsible at no risk to the City for any building construction on the site prior to final acceptance from the City. All Building that occurs will be required to conform to all City requirements and ordinances and the grading plan integrated properly with street, utilities and drainage patterns for the completed Development. In all events, however, the Uniform Dwelling Code must be followed and the Developer shall obtain all required approvals from City before allowing the public access to the models or an occupancy permit is issued by the City. The Developer will be solely responsible for any damage to paved City streets or any other City property that occur or arise out of this section. Before any Permits may be issued under this section, the following conditions must be fulfilled to the approval of the City Inspector, Director of Public Works and City Planner;
  - a) Design review must be approved.
  - b) Grading plan must be approved.

- **8.01.** <u>Indemnification.</u> Developer agrees to defend and hold the City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by the Developer, its employees and agents, in connection with the Public Improvements, including any monies which city may become obligated to pay as a result of any clams or actions or enforcements under Wisconsin prevailing wage rates and hours of labor laws.
- **8.02.** Enforcement by City; Damages. The Developer acknowledges the right of the City to enforce the terms of this Agreement against the Developer, by action for specific performance or damages, or both, or by any other legally authorized means. The Developer also acknowledges that their failure to perform any or all of its obligations under this Agreement may result in substantial damages to the City; that in the event of default by the Developer, the City may commence legal action to recover all damages, losses and expenses sustained by the City; and that the expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

#### Section 9. Events of Default.

- **9.01.** Events of Default Defined. The following will be "Events of Default" under this Agreement and the term "Event of Default, will mean, whenever it is used in this Agreement, any one or more of the following events:
  - a) Failure by the Developer to commence and complete construction of the Public Improvements pursuant to the terms, conditions and limitations of this Agreement.
  - b) Failure by the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
  - c) In each event the Developer will be afforded ten (10) days after receipt of written notice to cure the violation and avoid a default.
- **9.02.** Remedies on Default. Whenever any "Event of Default" occurs, the City may take any one or more of the following actions:
  - a) Suspend work on the project and its performance under the Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under the Agreement.
  - b) Take action, including legal or administrative action, as is necessary for the City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from the Developer or under the performance bond described in §4.02.
  - c) Undertake to complete the public improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.02 for the full amount of the estimated work.

#### Section 10. Administrative Provisions.

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

If to the City:

Richard J. Rubenzer, P.E.

Director of Public Works/City Engineer

30 West Central Street Chippewa Falls, WI 54729

If to Developers:

Steven Frazer

Frazer Construction

4833 160th St.

Chippewa Falls, WI 54729

The City and the Developer by notice given to the other may designate different addresses to which subsequent notice, certificates or other communications will be sent.

#### Section 11. Additional Provisions.

- 11.01. <u>Titles of Sections</u>. Any titles of the several parts of the Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.
- 11.02. <u>Counterparts.</u> This Agreement is executed in any number of counterparts, each of which will constitute one and the same instrument.
- 11.03. <u>Modification</u>. If the Developer is requested by the Holder of a Mortgage or by a prospective Holder of a prospective Mortgage to amend or supplement this Agreement in any manner whatsoever, the City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.
- 11.04. <u>Law Governing.</u> This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.
- 11.05. Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, holding will not validate or render unenforceable any other provisions.
- 11.06. <u>Assignability.</u> The Developer may not assign this contract without prior written permission of the City Council. Such permission may not be unreasonably withheld.
- 11.07. Recording. Acknowledge that the Contract will run with the land, will be recorded against the property, and will be enforceable against all owners, successors and assigns.

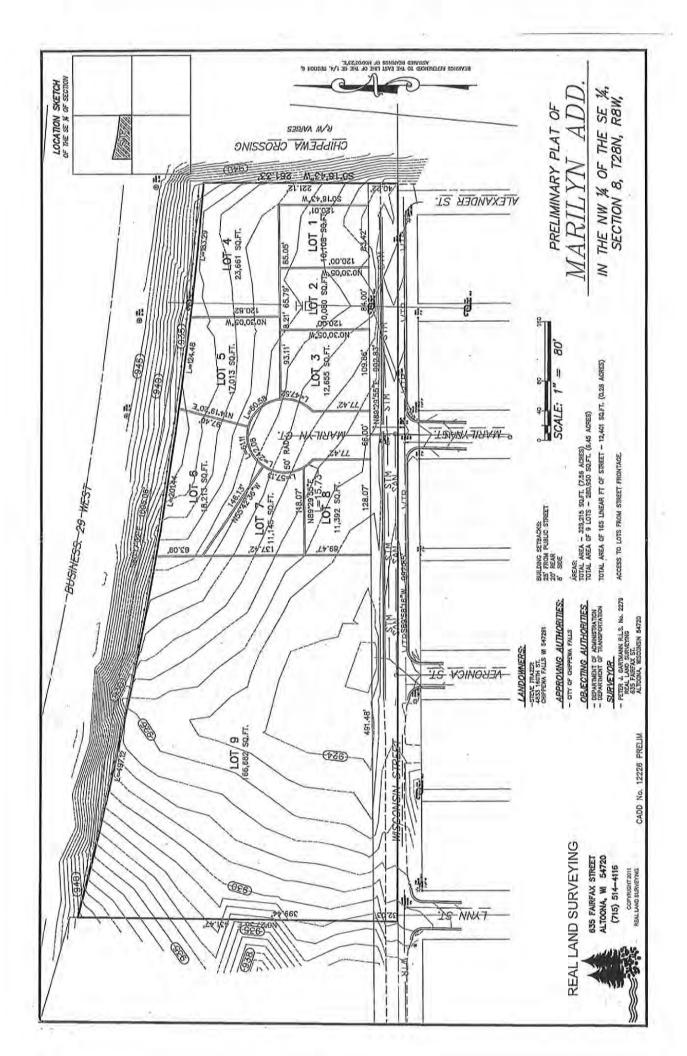
#### Section 12. Termination of Agreement.

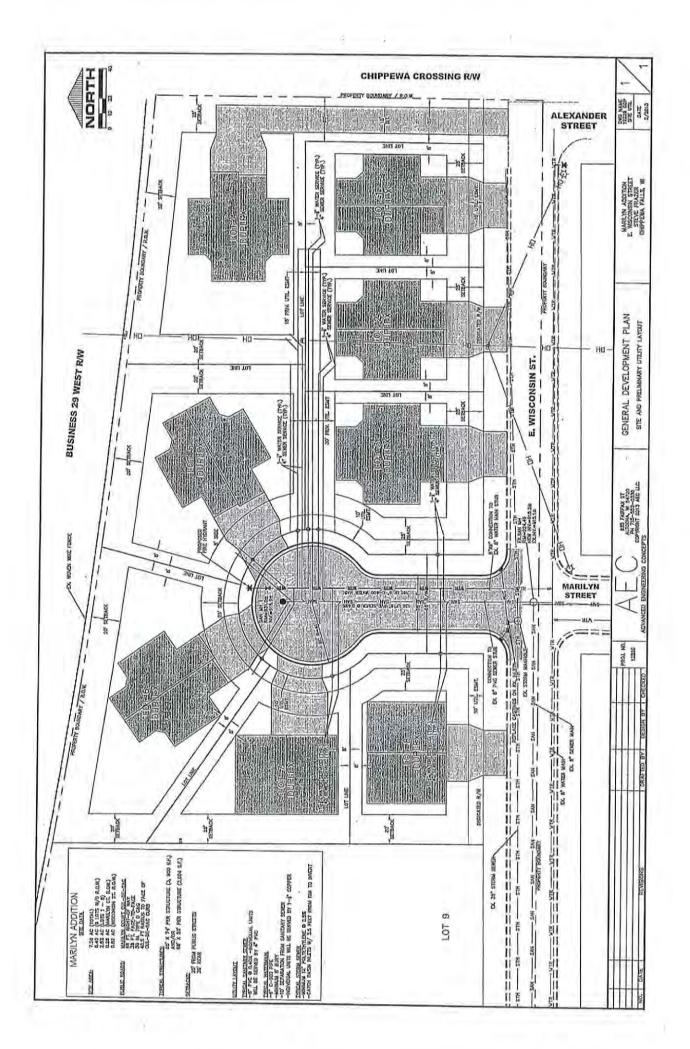
12.01. <u>Termination</u>. This Agreement will terminate at the time all of the Developer; obligations have been fulfilled and when the cost of the Public Improvements have been paid in full and any default of the Developer has been cured, or one (1) year after acceptance of the Public Improvements by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

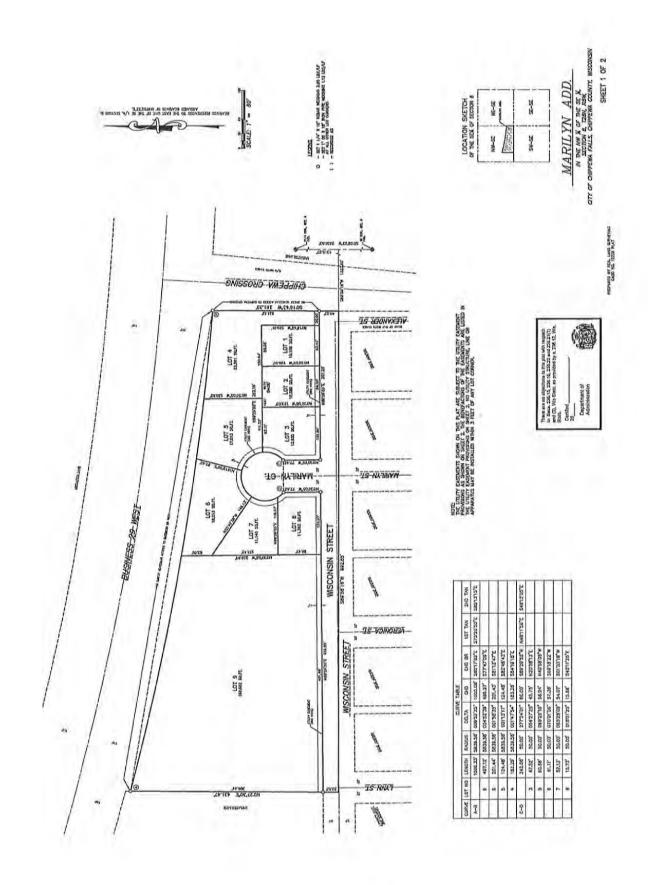
IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and the Developer has executed this Agreement at Chippewa Falls, Wisconsin, the day and year first above written.

In Presence Of:	CITY OF CHIPPEWA FALLS
	By: Greg Hoffman, Mayor
	A - 1
	And:Bridget Givens, City Clerk
(SEAL)	
	DEVELOPER
	Frazer Construction, Steven Frazer
	By:Steven Frazer
	Steven Frazer Signature & Title
STATE OF WISCONSIN )	
) ss. COUNTY OF CHIPPEWA)	
The foregoing instrument was 2013, by	acknowledged before me this day of (Mayor) and (City Clerk) Falls, a Wisconsin Municipal Corporation, on behalf of the
respectively, of the City of Chippewa Municipal Corporation.	Falls, a Wisconsin Municipal Corporation, on behalf of the
•	Notary Public
Initials of Developer	Initials of Clarks

# EXHIBIT A MARILYN COURT







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PREVIOUS BY MEN, LANC SWINGONS COCK NO. 12222 PLAT

# EXHIBIT B DESCRIPTION OF PUBLIC IMPROVEMENTS

#### DATE: August 2013

Assumptions:
Roadway: 37' Face to Face Public
Roadway surface will be 8" Gravel and 3" Bit Pavement (Public)
Estimate includes all public roads and utilities

NO	ITEM STATE OF A STATE	UNITS	QUANT.	. 8	PRICE	T	OTAL PRICE			
10	STREETS/GRADING	. =	House by t	53	STATE OF	- 1	- 1 Tr			
1	REMOVE PAVEMENT	SY	122	\$	4.00	\$	488.0			
2	SAWCUT	LF	110	\$	3.00	\$	330.0			
3	CRUSHED AGGREGATE BASE (8" IN PLACE)	CY	200	\$	20.00	\$	4,000.0			
4	1.5" ASPHALTIC PAVEMENT (BINDER)	SY	750	\$	7.25	\$	5,437.5			
5	1.5" ASPHALTIC PAVEMENT (SURFACE)	SY	750	\$	7.25	\$	5,437.5			
6	3" PAVEMENT PATCH	SY	122	\$	15.00	\$	1,830.0			
7	ADJUST INLETS, MANHOLES, VALVES	EA	6	\$	100.00	\$	600.0			
8	CONCRETE CURB & GUTTER, 30" TYPE D	LF	580	\$	9.00	\$	5,220.0			
	SUBTOTAL									
128	SANITARY SEWER	9 15010	- 11	77		1000	gert, and a fil			
1	CONNECT TO EXISTING PIPE	EA	1	\$	200.00	\$	200.0			
2	8" SANITARY SEWER (<20')	LF	125	\$	25.00	\$	3,125.0			
3	8"X4" WYE	EA	4	\$	75.00	\$	300.0			
4	4" SANITARY SERVICE	LF	150	\$	14.00	\$	2,100.0			
5	48" PRECAST CONCRETE MANHOLE	VF	15	\$	175.00	\$	2,625.0			
6	SEWER CASTING	EA	1	\$	450.00	\$	450.0			
	SUBTOTAL									
× z	WATERMAIN									
1	CONNECT TO EXISTING (REMOVE PLUG)	EA	1 1	\$	500.00	\$	500.0			
2	HYDRANT PACKAGE (INCL 6" VALVE AND LEAD)	EA	1	\$	3,500.00		3,500.0			
3	6-INCH WATER MAIN	LF	149	\$	30.00	\$	4,470.0			
4	TAP AND CORPORATION STOP - 1-INCH	EA	5	\$	75.00	\$	375.0			
5	VALVE & BOX - 1-INCH	EA	5	\$	175.00	\$	875.0			
6	WATER SERVICE, 1-INCH	LF	200	\$	14.00	\$	2,800.0			
7	VALVE AND BOX, 4 INCH	EA	1	\$	750.00	\$	750.0			
Ė	SUBTOTAL	un.		Ψ	700.00	\$	13,270.0			
	STORM SEWER		13,270.0							
1	CONNECT TO EXISTING STRUCTURE	EA	1 1	\$	250.00	\$	250.00			
2	12" CONCRETE	LF	285	\$	25.00	\$				
	INLET, TYPE 3	EA	4.0	\$	750.00	\$	7,125.00 3,000.00			
	36" PRECAST CONCRETE MANHOLE	VF	10.2	\$	250.00					
	INLET CASTINGS (R-3067)	EA	4	\$	450.00	\$	2,550.00			
	MANHOLE CASTINGS (SOLID CASTING)	EA		\$	The second secon	\$	1,800.00			
-	SUBTOTAL	EA	4	ф	450.00	\$	900.00			
_	SUBIOTAL	_		_		\$	15,625.0			
_	AUDWALLI			_		_				
	SUBTOTAL					\$	61,038.0			