

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, December 15, 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 December 1, 2015.
 - (b) Approve minutes of the Special Council Meeting of December 3, 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 minutes of December 7, 2015.
 - (b) Consider Plan Commission minutes of December 7, 2015.
 - (c) Transit Board minutes of December 8, 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 December 15, 2015. *(minutes to be distributed prior to meeting)*
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 7, 2015.
 - (c) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 15, 2015. *(minutes to be distributed prior to meeting)*
 - (d) Consider Committee of the Whole minutes of December 15, 2015. *(minutes to be distributed prior to meeting)*
 - (e) Park Board minutes of December 8, 2015.
 - (f) Library Board minutes of November 11, 2015.
8. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
 - (b) Consider Original Alcohol Beverage Retail License from The Snout Saloon, LLC, Cindy Welk, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for The Snout Saloon located at 13 W Central Street. *(changed from partnership to LLC)*
 - (c) Consider Application for Residential Recycling License from ProVyro Waste Services, LLC conditioned upon receipt of the required performance bond and successful completion of vehicle inspection by the City Health Inspector.
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS**
 - (a) Consider appointment of the attached listing of Election Inspectors for the 2016/2017 Election Cycle.
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) First Reading of **Ordinance #2015-26 Entitled:** An Ordinance Granting a Special Use Permit to Wisconsin Real Property Investments LLC and Chippewa Commons for Premium Waters Inc. to Store Pallets of Water and Materials at #409 East Prairie View Road.

14. RESOLUTIONS

(a) Consider **Resolution #2015-58 Entitled:** Resolution Approving a Certified Survey Map for the Proposed Fire Station Along Chippewa Crossing Boulevard.

(b) Consider **Resolution #2015-59 Entitled:** Resolution (regarding sale of real estate located at 100 N Bridge Street, 11-13 W Spring Street, and 15 W Spring Street).

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider contract from CMPI to provide construction management services for the proposed new fire station.

16. CLAIMS

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

(b) Consider window damage claim submitted by BadgeAire Inc., 200 E Walnut Street (refer to insurance company).

17. CLOSED SESSION - None

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 December 11, 2015 at 12:45 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, December 1, 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: Rob Kiefer, CW King, Chuck Hull, Paul Olson, Paul Nadreau, and Brent Ford. Absent was John Monarski.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Lt. Brian Micolichuk, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Olson/Ford to approve the minutes of November 17, 2015 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works Meeting of November 23, 2015 was cancelled due to a lack of agenda items.

COUNCIL COMMITTEE REPORTS

(a) Motion by Kiefer/Ford to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 18, 2015. **All present voting aye, motion carried.**

(b) Motion by Olson/Kiefer to approve the Committee #4 Recycling, Computerization, Buildings & Intergovernmental Services minutes of November 30, 2015. **Roll Call Vote: Aye – Olson, Kiefer, King, Hull, Nadreau, Ford. Motion carried.**

(c) Motion by Ford/King to approve the Committee of the Whole minutes of December 1, 2015. **All present voting aye, motion carried.**

APPLICATIONS

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

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS

(a) Motion by King/Kiefer to approve **Resolution #2015-53 Entitled:** Resolution Authorizing the Issuance and Sale of up to \$2,278,850 Sewerage System Revenue Bonds, Series 2015, and Providing for Other Details and Covenants with Respect thereto, and Approval of Related \$2,978,850 Financial Assistance Agreement. **Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Ford. Motion carried.**

RESOLUTIONS (continued)

(b) Motion by Kiefer/Ford to approve **Resolution #2015-54 Entitled:** Resolution Authorizing the Execution of the 2016 FTA Supplemental Agreement Between the Cities of Eau Claire and Chippewa Falls. **Roll Call Vote: Aye – Kiefer, Ford, King, Hull, Olson, Nadreau. Motion carried.**

(c) Motion by Hull/Kiefer to approve **Resolution #2015-55 Entitled:** A Resolution Authorizing the 2016 General Public Shared Ride Transit Agreement Between the City of Chippewa Falls and Running, Inc. **Roll Call Vote: Aye – Hull, Kiefer, King, Olson, Nadreau, Ford. Motion carried.**

(d) Motion by King/Olson to approve **Resolution #2015-56 Entitled:** Resolution Concerning Completion of Maple Leaf Townhomes Utilities and Infrastructure. **Roll Call Vote: Aye – King, Olson, Nadreau, Ford, Kiefer, Hull. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Motion by King/Olson to approve the offer to purchase from Premium Waters for Lot 43 in Riverside Industrial park in the amount of \$10,000 per acre to be paid in full at closing. **Roll Call Vote: Aye – King, Olson, Nadreau, Ford, Kiefer, Hull. Motion carried.**

CLAIMS

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

City General Claims:	\$90,732.12
Authorized/Handwritten Claims:	\$13,061.21
Department of Public Utilities:	<u>\$198,129.07</u>
Total of Claims Presented	<u>\$301,922.40</u>

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

CLOSED SESSION - None

ADJOURNMENT

Motion by Ford/King to adjourn at 6:49 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - December 1, 2015

NAME	ADDRESS
Rick Flier	1304 Park Ct.
Wes + Karen Muller	3963 138th St.
Scott Tamborino	520 Westwood Dr.

MINUTES OF THE SPECIAL MEETING OF THE COMMON COUNCIL

A Special Meeting of the Common Council of the City of Chippewa Falls was held on Thursday, December 3, 2015 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:00 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, Chuck Hull, Paul Olson, Paul Nadreau. Absent were CW King and Brent Ford.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, and City Clerk Bridget Givens.

SUMMARY OF PROPOSED 2016 BUDGET

Finance Manager/Treasurer Bauer presented a summary of the proposed 2016 Budget including a handout entitled 2016 Proposed General Fund Budget, a copy of which is available in the City Clerk's Office.

PUBLIC HEARING

(a) Mayor Hoffman opened a Public Hearing regarding the 2016 Proposed Budget at 6:10 pm. There being no requests to speak, the hearing was closed at 6:10 pm.

Motion by Olson/Monarski to move Item No. 5, Other New or Unfinished Business, ahead of Item No. 4, Resolution. **All present voting aye, motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discussion was had regarding the proposed reduction in contribution amount for the Chippewa County Economic Development Corporation from \$10,000 to \$5,000. Following discussion, **Motion by Olson/Hull** to approve restoring the contribution amount for the Chippewa County Economic Development Corporation to \$10,000. **Roll Call Vote: Aye – Olson, Hull, Nadreau; No – Monarski, Kiefer. Motion carried. Motion by Kiefer/Olson** to approve the 2016 Proposed Budget as amended. **Roll Call Vote: Aye – Olson, Monarski, Kiefer, Hull, Nadreau. Motion carried.**

RESOLUTION

(a) **Motion by Kiefer/Olson** to approve **Resolution #2015-57 Entitled: Resolution to Levy Taxes.** **Roll Call Vote: Aye - Kiefer, Olson, Nadreau, Monarski, Hull. Motion carried.**

ADJOURNMENT

Motion by Olson/Monarski to adjourn at 6:26 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens
City Clerk

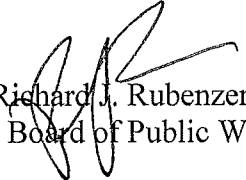
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 7, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 7, 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 was Ralph Cushman.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the November 9, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached request from the Chippewa Falls Area Unified School District to extend the no parking zone during school hours, on the south side of Miles Street, between Terrill St. and Wheaton St., west approximately fifty feet. This would eliminate two existing parking spaces that as detailed in the attached email from the school district are presently occupied on most school days by Hillcrest or Chippewa Falls Area Unified School District staff. Ms. Bauer voiced a concern about informing the residents along the south side of Miles Street about the proposed change, (reduction of two public parking spaces). Mr. Cushman stated he would inform all the residents in the area of the two existing parking spaces that would be removed.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council revise Municipal Code Chapter 7.09(2)(c) restricted parking during school hours to extend the no parking zone seventy-seven feet west on the south side of Miles Street between Terrill St. and Wheaton St. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Olson, 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, Board of Public Works

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, November 23, 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, NOVEMBER 23, 2015

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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, 1st floor, City Hall and posted on the City Hall Bulletin Board on Tuesday, November 17, 2015 at 10:00 AM by Mary Bowe.

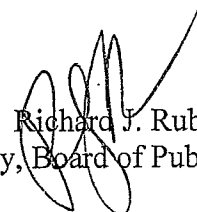
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, NOVEMBER 9, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 9, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Alderperson Paul Olson and Darrin Senn. Absent was Finance Manager Lynne Bauer. Also present at the meeting was Bill Bresina.

1. **Motion** by Olson, seconded by Senn to approve the minutes of the October 26, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached resolution concerning a revision of Resolution No. 2003-07, which granted driveway access to parcel #4732 across unopened Woodridge Drive right-of-way. Bill Bresina appeared to request the revised resolution be approved which would also grant access to Lots 1, 2 and 3 of approved Certified Survey Map #4463 across the unopened right-of-way of Woodridge Drive.
Motion by Senn, seconded by Olson to recommend the Common Council approve the attached Street Privilege Resolution allowing driveway access to parcel #4732 and Lots 1, 2 and 3 of Certified Survey Map #4463 across unopened Woodridge Drive right-of-way. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:38 P.M.


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

Rick Rubenzer

From: Chad Trowbridge <trowbrcm@chipfalls.org>
Sent: Friday, November 13, 2015 4:26 PM
To: Rick Rubenzer
Cc: Heidi Eilopoulos; Randy Knowlton; Safety Patrol
Subject: Request

Rick,

The Chippewa Falls Area Unified School District would like to request moving the "No Parking on School Days" sign two car lengths to the west on Miles Street near the mid-block crosswalk. We feel this would make the crossing more safe and help make the safety patrols more visible. It would eliminate two parking spots. It would push staff parking about 30 feet further west. The residents living there are not able to park in this location now on school days because generally staff members use these two spots every school day from 7:30 A.M to 3:30 PM. Making this no parking area larger would make a for a safer stop, drop, and go area and would eliminate unattended vehicles being parked there.

7.09-2

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.

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.

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 ¹⁶⁰~~67~~ feet east of the painted and designated crosswalk located in front of 1223 Miles St., to a point ~~58~~¹³⁰ 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)

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, DECEMBER 7, 2015 – 6:30 PM**

The Plan Commission met in City Hall on Monday, December 7, 2015 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Mike Tzanakis, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent was Commissioner Dennis Doughty. Also attending were Rick Schafer, City Planner Jayson Smith and City Council member Paul Nadreau.

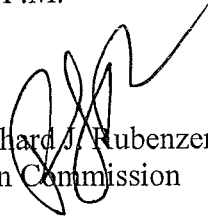
1. There were no minutes attached with the agenda so no action was taken.
2. The Plan Commission considered the attached petition to rezone a three acre parcel of property located on the south side of Chippewa Crossing Boulevard from C-2 General Commercial to P-1 Public and Institutional District. The parcel is the proposed location for the fire station. City Planner Smith located the parcel on the City map displayed in the council room. He pointed out that Wangard was swapping the parcel with the City for another parcel located at the southwest corner of Chippewa Crossing Boulevard and State Trunk Highway #178.
Motion by Tzanakis, seconded by Varga to recommend the Common Council conduct a public hearing to consider rezoning a three acre parcel of land located along the south side of Chippewa Crossing Boulevard from C-2 General Commercial to P-1 Public and Institutional District. Said public hearing to be scheduled after receipt of the \$300 publication and process fee from the Fire Department and proper notification of adjacent property owners. **All present voting aye except Cihasky who recused himself and abstained from the vote. Motion carried.**
3. The Plan Commission considered the attached Certified Survey Map for a three acre parcel of property, (presently owned by Wangard Properties), located along the south side of Chippewa Crossing Boulevard. Stormwater Management was inquired about.
Motion by Smith, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map for a three acre parcel of property located along the south side of Chippewa Crossing Boulevard. Said approval contingent upon:
 - 1) Receipt of the \$100 Certified Survey Map review fee from the Fire Department.
 - 2) Approval of a Stormwater Management Plan for the parcel.**All present voting aye except Cihasky who recused himself and abstained from the vote. Motion carried.**
4. The Plan Commission considered the attached petition for a Special Use Permit to store bottled water in the former Kmart facility located at #409 East Prairie View Road. Rick Schafer representing Chippewa Commons appeared to support the petition. The Plan Commission noted the number of trucks and times of delivery or loading for the project and discussed the proposed truck route. The Plan Commission discussed whether or not an expiration date should be placed on the permit. Secretary Rubenzer stated that most conditional and special use permits issued over the past five years did not have an expiration date with them, indicating they would be valid until the approved use would

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

change. Mr. Schafer added that the lease with Premium Waters was for eighteen months and Chippewa Commons hoped to have a retail business in place in the next eighteen months.

Motion by Tzanakis, seconded by Misfeldt to recommend the Common Council conduct a public hearing to consider a Special Use Permit for Premium Waters to store bottled water in the former Kmart facility located in the Chippewa Commons development at #409 East Prairie View Road. Said public hearing to be scheduled after receipt of the \$300 advertising and process fee and proper notification of adjacent property owners. **All present voting aye. Motion carried.**

5. **Motion** by Smith, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:43 P.M.



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

Date Filed: _____

Fee Paid: _____ Date: _____ TR#: _____

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, WI, for rezoning authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: Chippewa Crossing Blvd / See attach CS n2
Lot: _____ Block: _____ Subdivision: _____ Parcel# _____
Part of Parcel: 22808-0932-00020000
22805-0841-00020000

Legal Description: SEE Attached CS n2

Present zoning classification of property: C-2 General Commercial

Zoning classification requested: P-1 Public/Institutional

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: n/a

Existing use of all buildings on such land: n/a

Principal use of all properties within 300 feet of such land: Vacant - Commercial Zoned
Vacant - R-1B Single Family

Purpose for which such property is to be used: Fire Station

Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: _____

Attach a plot plan or survey plat, drawn to scale, showing the property to be rezoned, location of structures and property lines within 300 feet of the property to be altered.

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council:

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owner(s)/Address(es):

City of Chippewa Falls
30 W Central Street
Chippewa Falls WI 54729
Phone #: 715 724 2736
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Petitioner(s)/Address(es):

Same as Owner

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

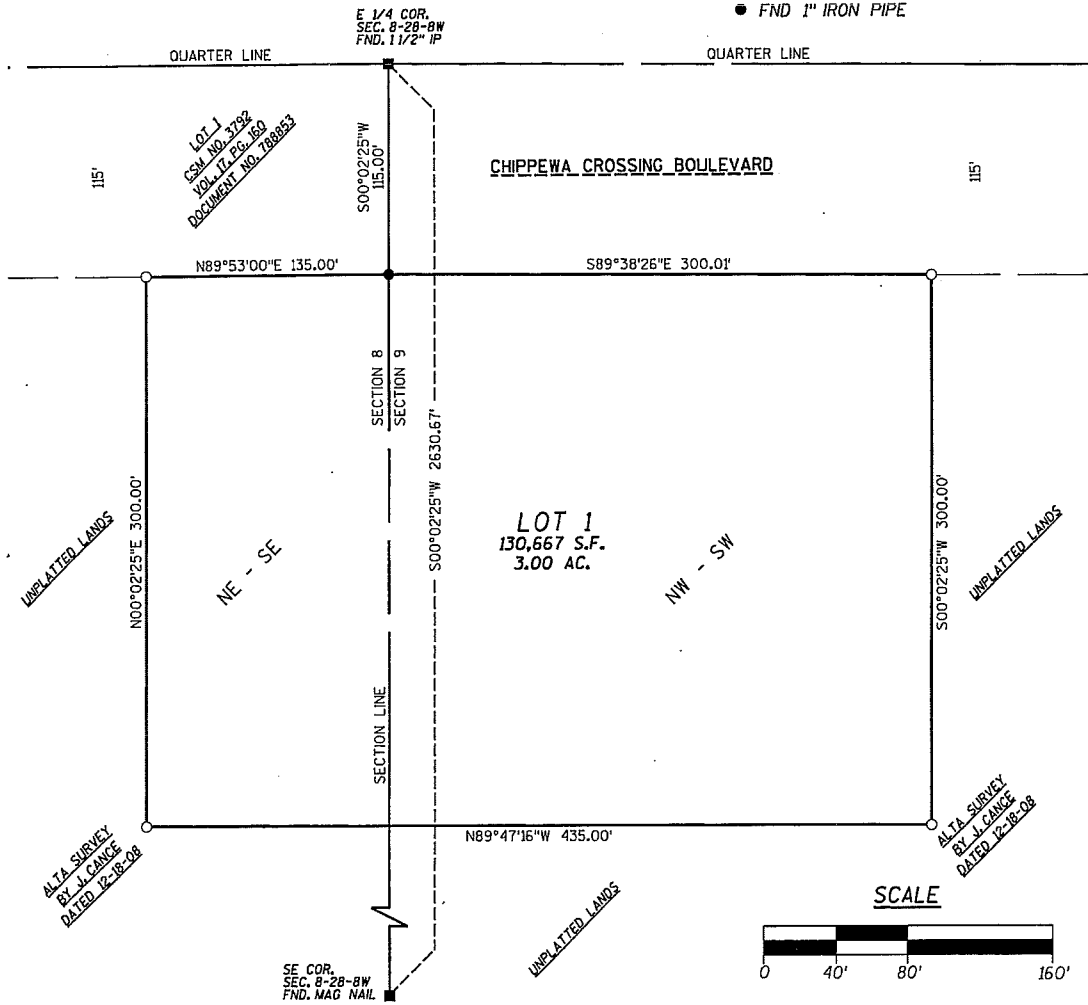
Phone #: _____
Email: _____
Signature: _____

CERTIFIED SURVEY MAP NO. _____
 VOLUME _____, PAGE _____.

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, AND PART
 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, ALL IN T28N,
 R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

LEGEND

- GOVERNMENT CORNER (AS NOTED)
- SET 3/4" X 18" IRON REBAR,
WEIGHING 1.50 LBS/LIN. FT.
- FND 1" IRON PIPE



DATED THIS 13TH DAY OF NOVEMBER, 2015

JASON L. CANCE, P.L.S. 2688

PREPARED FOR:

ROB KREJCI, ASSISTANT CITY ENGINEER
 CITY OF CHIPPEWA FALLS
 30 WEST CENTRAL STREET
 CHIPPEWA FALLS, WI 54729

SEH INC.
 10 N. BRIDGE ST.
 CHIPPEWA FALLS WI 54729



Date Filed: December 1, 2015

Fee Paid: \$25.00 Date: Dec. 1, 2015 TR#: 47841

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR A SPECIAL USE PERMIT

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

I/We, the undersigned, hereby petition the Common Council of the City of Chippewa Falls, Wisconsin, for a Special Use Permit as authorized by the Chippewa Falls Zoning Code, Section 17.46, for the following described property:

Address of Property: 409 E. Prairie View Rd. Chippewa Falls, WI 54729

Lot: _____ Block: _____ Subdivision: _____ Parcel# _____

Or Legal Description: Legacy#4428 NW NW PRT CSM #801 LEASED PCL BEG @ NE COR CSM #801; S 622.50', W 170', N 115', W 129.40', N 45 D W 21.21', W 385', N 385.23', N 69 D E 311.83', E 406.60' TO POB CSM IN V2 P380 DOC #479180 (FORMERLY K-MART)

Zoning classification of property: _____

Home/Business Address:

2423 Rivers Edge Dr.
Altoona, WI 54720

Phone Number: (715) 379-2309

Purpose for which this Permit is being requested:

Exclusive use for Premium Waters Inc. to storage pallets of water & materials to be used in the production of their consumer water bottling operation.

Existing use of property within 300 feet of subject property: (List or attach map)

See Attached Map

Recite any facts indicating that the proposed use will not be detrimental to the general public's interest, the purposes of this Chapter and the general area in which it is located: The former Kmart building was used as retail sales for years, Premium water will be using the space to store water and during high production times then distribute the water as needed to its customers.

Operational plans of the proposed use:

Hours of Operation:

Load In – (January 1 to March 31) 1 truck every 3 hours 24/7 – 8 trucks a day or 56 trucks per week.

Load Out – (May 1 to August 31) 2 trucks every 3 hours 8:00 am to 9:00 pm 7days a week 8 trucks a day or 56 trucks per week.

Days of Operation: 7 days a week

Number of Employees:	<u>N/A</u>	<u>4 Employee</u>
	<u>Part-time</u>	<u>Full-time</u>

Capacity:

Number of Units: _____

Size: _____

Number of Residents/Children: _____

Ages: _____

Other: _____

Building plans:

Existing buildings: See Attached

Proposed buildings: N/A

Use of part of building: N/A

Proposed additions: N/A

Future additions: N/A

Change in use: Retail sales to temporary storage of product.

Outside appearance: Building will be repainted and cleaned up in the spring of 2016 to match the Gordy's Market color scheme

Number of buildings: N/A

Planting & Landscaping:

Type: N/A

Timetable: N/A

Screening:

Type: N/A

Fences: N/A

Type: _____

Height: _____

Location: _____

Earth Bank:

Planting: N/A

Maintenance: N/A

Other: N/A

Lights:

Number of lights: Existing site lighting to remain the same

Location: Remain the Same

Hours: Remain the Same

Type: Remain the Same

Signs:

Type: N/A

Lighted: _____

Size: _____

Location: _____

Setbacks: _____

Drives:

Number of: Remain the Same

Location: Remain the Same

Width: Remain the Same

Parking:

Number of stalls: N/A

Location of stalls: N/A

Setbacks: N/A

Surfacing: N/A

Screening: N/A

Drainage:

Storm sewer: N/A

Rock beds: N/A

Detention pond: N/A

Retention pond: N/A

Submit site plan showing property line, buildings and other structures.

List any additional information being submitted with this permit application:

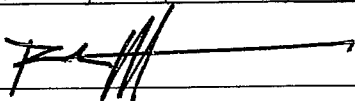
- 1) Will There Be Outside Storage or Truck Parking? There could be a few trucks that are "preloaded" prior to shipping. All trucks would be parked in the back of the facility near the existing loading docks. No truck parking will occur in the front of the mall area parking lot.
- 2) What is the proposed truck route between the Premium Waters facilities and the Kmart location? At this time: From both locations, we will use Business 29 to Highway 124 to Woodward Ave to South Ave and the turnoff at the former Kmart. This will prevent trucks from traveling through the South Ave neighborhood or past the Halmstad school.

IN ORDER FOR THIS PETITION TO BE CONSIDERED, THE OWNER(S) OF THE PROPERTY MUST SIGN BELOW:

Owners/Addresses:

Wisconsin Real Property Investments, LLC
2423 Rivers Edge Dr.
Altoona WI, 54720

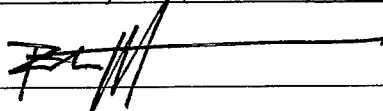
Robb Majeski (Member)

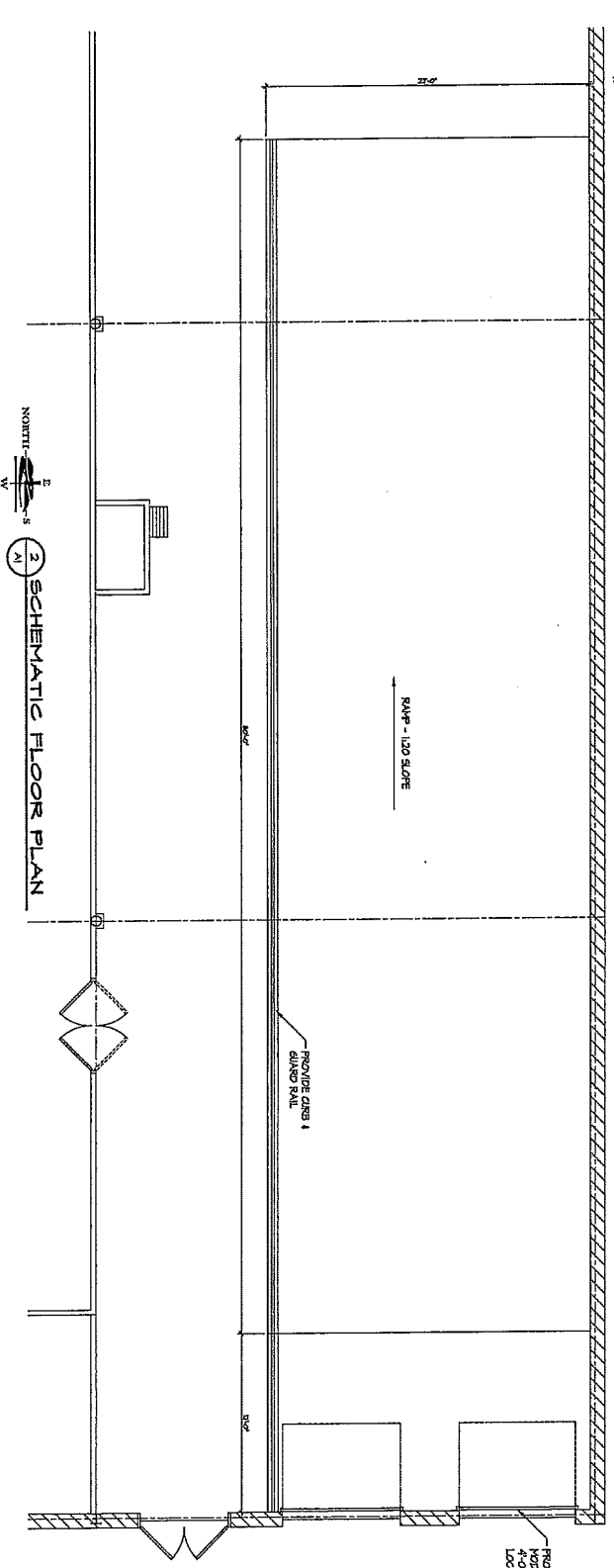
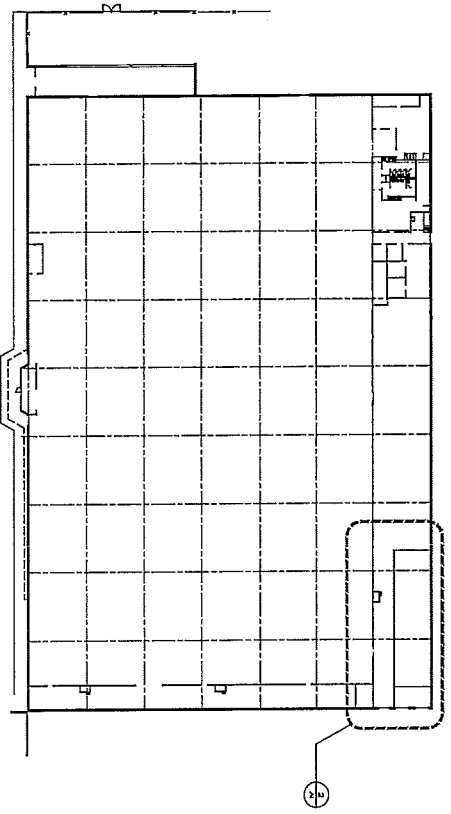


Petitioners/Addresses:

Wisconsin Real Property Investments
2423 Rivers Edge Dr.
Altoona WI, 54720

Robb Majeski (Member)





FRONTIER RESEARCH STRUCTURAL
ENGINEERS SHALL TO
4'-0" H- ABOVE GRADE - ACTUAL CAD
LOCATION TO BE VERIFIED ON SITE

ROSEN WALTER ASSOCIATES, INC.
1001 JONES STREET - SUITE 4
MADISON, WISCONSIN 53703
TEL: 608.261.1000
WWW.ROSENWALTER.COM

THIS IS NOT A CONTRACT DOCUMENT OR
CONSTRUCTION DOCUMENT. IT IS FOR
CONSULTATION AND INFORMATION ONLY.
CONSULT WITH ROSEN WALTER ASSOCIATES, INC.
FOR ALL PROJECTS.

CHIPPEWA COMMONS - STORAGE

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DATE:
10/30/2015

SHEET
A1

City of Chippewa Falls, Wisconsin
TRANSIT BOARD OF DIRECTORS

Tuesday, December 8, 2015
MEETING MINUTES

Transit Program Manager, Jayson Smith, called the meeting to order at 5:33 PM in the Council Chambers of City Hall on Tuesday, December 8, 2015. Present: Transit Board Members, Arlan Bergquist, Ed Cadwell, Sue Carlson, Councilman Paul Nadreau. Absent: Transit Board Members Bill Larsen, Peggy Nehring, Councilman Brent Ford. Also present: Transit Program Assistant Manager Karlee Shaw.

1. **MOTION by Cadwell; Seconded by Bergquist, to approve the Minutes of the October 13, 2015 Transit Board of Directors Meeting. All present voting aye, MOTION CARRIED.**

2. DISCUSS ARRIVAL OF NEW SRT FLEET VANS, GRAPHICS UPDATE AND CHANGES TO BROCHURE.

Two new 2015 Dodge Caravans have been ordered (side-load with Braun Accessible Conversion). They will replace two vans in current fleet; replacement vans will be sold in early 2016.

Photos provided of proposed 2016 graphics change & brochure. Information on brochure is organized by importance & supplements the graphics on SRT Vans.

3. DISCUSS CURRENT STATUS OF 2016 SERVICE PROVIDER PROCUREMENT.

The Notice of Intent to Award has been sent to Running, Inc. The City Council approved all required agreements. The procurement is on schedule. Lastly, the Transit Department staff will be obtaining the required contracts documents from Running, Inc.

4. REVIEW INFORMATION REGARDING POTENTIAL CHANGE TO THE SRT FARE SCHEDULE.

The board discussed the current fare schedule as well as the frequency of use by each type of fare offered. Karlee introduced the concept of a blended fare.

The board directed staff to continue investigating fare changes and will meet in January to discuss further. No action was taken.

5. **MOTION** by Cadwell, Seconded by Carlson, to recommend adjusting the SRT hours of operation on December 25, 2015 to 11:00 AM until 3:00 PM. All present voting aye, **RECOMMENDATION CARRIED.**

5. **MOTION** by Cadwell, Seconded by Carlson, to adjourn at 5:25 PM. All present voting aye, **MOTION CARRIED.**

Submitted by:
Karlee Shaw, Transit Program Assistant Manager



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
December 7, 2015

Committee #2 met on Monday, December 7, 2015 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

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

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer and Fire Chief Mike Hepfler

Call to Order: 8:00 AM

1. **Open Session**

2. **Closed Session**

Motion by Monarski/Hull to go into closed session under WI Statutes 19.85(1)(e) "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining implications require a closed session" to: a) **Discuss labor negotiation issues and strategy** and to include Committee and Council Members, Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler; and may return to open session.

Roll call vote: Monarski – Aye; Hull - Aye; King - Aye. Motion carried.

The Committee discussed issues related to labor negotiations.

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

3. **Adjournment**

Motion by Monarski/Hull to adjourn at 9:04 AM. **All present voted aye. Motion carried.**

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

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, December 8, 2015

1. Call to order by Beth Arneberg at 6:04 p.m.
Roll Call: Members Present: Dale Berg, Beth Arneberg, Heidi Hoekstra, Nate Seckora, and Audrey Stowell. Absent: Carmen Muenich and Rob Kiefer.
Staff present: Dick Hebert and Tommy Eisenhauer.
2. Approval of November 10, 2015, Minutes: **Motion by Nate Seckora/Beth Arneberg to approve the November 10, 2015, minutes. Motion carried.**
3. Personal Appearances By Citizens. Cindy Welk presents on behalf of the Snout Saloon. A total of \$4,593 was raised through the 3rd Irvine Zoo Bike Run held in May. The money raised is to be used for animal enrichment. Various toys and enrichment items were purchased in the amount of \$2,663.62, and a check for \$1,929.38 was presented to the Board. The Board is thankful for this generous gift and the efforts of Cindy Welk and Jennifer London in organizing this event. The 4th annual Bike Run will be held on May 21, 2016.
4. Discuss / Consider Special Event Applications: None.
5. Discuss/Consider:
 - a. Erickson Park Improvement Project. Ron Bakken presents a proposal for professional Landscape Architectural services by Ayres Associates. Discussion included but was not limited to scope of services, schedule, fee, grants, facilities, and coordination between City, Ayres, and Fish Chippewa. **Motion by Beth Arneberg/Dale Berg to accept Ayres' proposal for the final design and construction documents contingent upon receipt of \$84,300.00 from Fish Chippewa. Motion carried.**
 - b. Irvine Park Welcome Center / Small Animal / Aviary Building. Dick Hebert discusses changes in the road in front of the Center. Discussion included but was not limited to construction schedule, parking, and changing to allow only one-way traffic. Final design is to be approved by the Park Board.
 - c. Department Community Foundation Funds. Dick Hebert discussed the five different funds that are held with the Community Foundation of Chippewa County. As President, Beth Arneberg will sign the Letter of Agreement for the Irvine Park Endowment Fund as requested. Discussion regarding the funds available to grant. Dick Hebert recommends using the funds available from the Irvine Park Endowment Fund toward finalizing the fiber optic. Also discussed was the need for shingling at the Activity Building and pool. After discussion, **motion by Dale Berg/Heidi Hoekstra to use the \$16,527.00 available to grant from the Irvine Park Endowment Fund toward Irvine Park improvements. Motion carried. Motion by Beth Arneberg/Heidi Hoekstra to move the \$9, 170.00 available to grant from the Chippewa Falls Parks, Recreation and Forestry Endowment Fund to the Irvine Park Fund. Motion carried.**

- d. Director's Report. Dick Hebert presents a letter from the Thorpe Foundation agreeing to the funding of \$100,000 for 2016 for the purpose of constructing the Welcome Center.
- e. Recreation Report. The 2015 Pool Report was presented and discussed. It was a good year. Also discussed the caulking that is needed at the pool.
- 6. Approve Claims. **Motion by Nate Seckora/Dale Berg to approve claims of \$40,782.48. Motion carried.**
- 7. Board Member comments or concerns. Comments and brief discussion by Board members included farm display, artifacts display and involvement of UW students, recognition of The Snout and its fundraising, LED lights at Christmas Village, donation boxes, and pickle ball courts.
- 8. Adjournment. **Motion by Heidi Hoekstra/Nate Seckora to adjourn at 7:45 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
November 11, 2015**

1. Call to Order

Meeting was called to order by Board President Barb Rasmus at 5:00 p.m.

2. Roll Call of Members

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

Members Absent: Hoekstra

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

3. Approval of Agenda

Motion by King seconded by Jones to approve the agenda All present Voting Aye. Motion carried.

4. Disposition of the minutes of the regular meeting of October 14, 2015.

Motion by King seconded by Russell to approve the minutes of the regular meeting of October 14, 2015. All present Voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2015 budget after November 17, 2015.

Motion made by Russell seconded by Hull to approve payment of the vouchers to be paid from the 2015 budget after November 17, 2015. Roll Call Vote taken. Aye – Ambelang, Hull, Jones, King, Rasmus, Russell. All present Voting Aye. Motion carried.

6. Public appearances by citizens.

None

7. Correspondence

United Way sent a Thank You to the Library for participating in the United Way Community Block Party. Also a thank you was received from the Chippewa Valley Book Festival for participating again this year. A thank you was received from Cook Chiropractic Center for having Dr. Ashley participate as a guest speaker in the Children's Dept. during an October activity.

8. Management report

Director Niese presented the Management Report. He talked about highlights from the report. He announced that the new Children's Dept. Assistant Jenna Gilles – Turner started last week. He reported that the Fall Author Series has ended with BJ Hollars presentation on Tuesday evening with 16 guests attending. The Monster Ball was attended by 19 kids with the theme Great Gabsy, The Children's Department had a successful Glow in the Dark party that was also well attended. Sue has applied for a Walmart Grant for the Library and they are working on a Mini Golf tournament. The new program with the High School started last week Tech Tuesdays with one participant. This program will continue each Tuesday for now. December 7th is the Super Yule party at the Library. The software update when well we will be unable to check out materials due to no way to check for fines or old cards.

9. Committee reports

a) None

11. Current Business

a) Honorariums for two volunteers.

Motion was made by Russell, seconded by King to pay Lucas and Matt a holiday honorarium of \$500 each. All present voting Aye. Motion carried.

b) Page raises.

Joe present a proposed schedule to give the raises an increase of 50 cents per hour effective January 1, 2016. Motion made by King, seconded by Ambelang to approve raises as presented. All presented Voting Aye. Motion carried.

c) Replacement monies.

Discussion occurred about the replacement/fines vs the budget. It was decided that the City uses the revenues from the Library to offset the Library's budget.

d) Possible Fundraising

Russell started the discussion about pursuing fundraising for the Library by setting a plan to meet the needs of the Library. The budget from the City does not take care of the many needs of the Library that arise. A wish list of needs of the Library needs to be created. Input from Library employees and others will be used to create the list. After the list is created the Board of Trustees will discussion where to go from there.

e) Quotes for Air Conditioning Unit

We have received two quotes from Bartingale and Kurth for replacements for the air conditioning unit. We are still waiting to receive one more quote.

11. Announcements

a) The Community Foundation report was distributed to the Board.

b) John Stoneberg the retiring Librarian from LE Phillips Library has asked Joe to become his replacement on the Director Council as Chair. Joe will keep the Board updated on the status of the request,

13. Items for future consideration.

a) Fundraising wish list in the New Year.

14. Adjournment

Motion made by King second by Ambelang to adjourn. All present voting Aye. Motion carried. Meeting adjourned at 5:40 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 1-1 20 16
 ending 6-30 20 16

TO THE GOVERNING BODY of the: Town of } Chippewa
 Village of }
 City of }

County of Chippewa Aldermanic Dist. No. _____ (if required by ordinance)

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

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

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

WELK'S MELLOW DAYS & EASY NIGHTS, LLC The Snout Saloon, LLC

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>member</u>	<u>Cindy Welk</u>	<u>E 9243 690th Ave Elk Mound WI 54739</u>
Vice President/Member	<u>member</u>	<u>Davis Welk</u>	" " "
Secretary/Member			
Treasurer/Member			
Agent	<u>Cindy Welk</u>		
Directors/Managers			

3. Trade Name THE SNOOT SALOON Business Phone Number 715-773-4848
 4. Address of Premises 13 W. CENTRAL ST. LF Post Office & Zip Code 54779

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1/1/16 of registration. Yes No
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) ENTIRE FIRST FLOOR

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? WELK'S MELLOW DAYS & EASY NIGHTS
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 30th day of November, 20 15

Budget Givens
 (Clerk/Notary Public)

CWK
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

[Signature]
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires _____

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
<u>11-30-15</u>	<u>12-15-15</u>		<u>Budget Givens</u>
Date license granted	Date license issued	License number issued	



APPLICATION FOR RESIDENTIAL RECYCLING LICENSE

Business Name: ProVyro Waste	Mailing Address: 1067 Starr Ave Eau Claire, WI 54703
Name of Applicant: Joe Craven	Applicant Title: Member
Applicant Email: provyro@gmail.com	Business Phone: 715-513-6686

I am requesting a license to haul residential recyclables in the City of Chippewa Falls with the regular term of the license being July 1 – June 30.

I am enclosing a copy of our **Certificate of Insurance** and **Surety Bond** as required by the City Code.

I will comply will all provisions of Chapter 11 of the City Code and all other related ordinances, statutes, and regulations.

 Signature of Applicant

12-1-15

Date

CITY OF CHIPPEWA FALLS
 DEC 03 2015
 CITY TREASURER
 TR# 47874

Fees:

Quantity	Description	Unit Price	Amount
	Recycling Only	\$100.00 each	
1	Recycling (If holder of a Garbage License)	\$50.00 each	50 -
1	Commercial Vehicles	\$50.00 each	50 -
Total			\$100

Mail To:
 City of Chippewa Falls, 30 W Central Street, Chippewa Falls, WI 54729
Checks should be made payable to the City of Chippewa Falls

ELECTION INSPECTORS
TERM 2016-2017

WARD 1	
NAME	ADDRESS
Pat Peloquin	517 Goldsmith Street
Carol Pevan	1015 Evergreen Lane
Karen Moe	247 First Avenue
Jeanne Hintz	21 Badger Street
Emily Meinen	236 Second Avenue
Joanne Bates	404 Edward Street
Carleen Wilbur	1221 Pine Acre Lane
Barbara Burghardt	667 Goldsmith Street
John Monarski	212 N Rural Street
Vincent Pernsteiner	1221 Pine Acre Ln Apt 2

WARD 2	
NAME	ADDRESS
Betty Hedrington	1216 Superior Street
Marjorie Bjork	513 Macomber Street
Ruth Anne Gilbertson	320 Macomber Street
Lavonne Ramlet	1213 Fox Run Drive
Nancy Hebert	662 Heritage Court
Katherine Bollom	621 Northridge Drive
Marsha Wiley	1630 Eagle Street
Stephen Rasmus	936 N Bridge Street
Geraldine McCaghy	713 Macomber Street
Beth Arneberg	1900 Eagle Street
Susan Brandt	910 Macomber Street
Thomas Arneberg	1900 Eagle Street
Susan Verwey	514 Fairfield Court
Mary Ann Dachel	1202 Wheaton Street
Kris Dimock	1835 Luke Place
Roberta Rasmus	936 N Bridge Street

WARD 3	
NAME	ADDRESS
Mary Ann King	1050 W Spruce Street
Mary Ann Schimmel	1148 W Spruce Street
Steve Joas	1225 W Willow Street
Nancy Loff	707 Westhaven Road
Carl Loff	707 Westhaven Road
Thomas Joas	605 Westhaven Road
Amy Mason	717 Westhaven Road

WARD 4

NAME	ADDRESS
Debbie Smith	701 W Grand Avenue
Jean Liedl	303 Governor
Kris Denning	619 Coleman Street
Dan Johnholtz	722 Rand Street
Mavis Bleskachek	401 W Grand Avenue
Kristen Brown	610 W Columbia
Donovan Kuehn	723 Rand Street

WARD 5

NAME	ADDRESS
Cecilia Schemenauer	22 N. Grove Street
Susan Delong	615 Allen Street
Linda Crosby	24 Grady Dr
Dean Marlowe Jr.	1010 Pumphouse Rd Unit B

WARD 6

NAME	ADDRESS
Sally Kjorlien	544 Irvine Street
Lola Laramy	814 Woodward Avenue
Charles Klukas	811 Woodward Avenue
Dennis Doughty	620 Woodward Avenue

WARD 7

NAME	ADDRESS
Sharon Starr	555 E Wisconsin Street
Jackie Hepfler	810 Lynn Street
Barbara Murphy	734 Buttenhoff Drive
Linda Ahlen	849 Buttenhoff Drive
Michael Murphy	734 Buttenhoff Drive
Mary Knoble	802 Lynn Street
Dennis Buttke	726 Veronica Street
Darlene Wagers	587 Maitland Drive Apt 6
Shirley Gormley	745 Buttenhoff Drive

**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO WISCONSIN REAL PROPERTY INVESTMENTS LLC AND CHIPPEWA
COMMONS FOR PREMIUM WATERS INC. TO STORE PALLETS OF WATER
AND MATERIALS AT #409 EAST PRAIRIE VIEW ROAD**

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

1. That a Special Use Permit is hereby issued, pursuant to Chapter 17.48 of the Municipal Code of the City of Chippewa Falls, for Wisconsin Real Property Investments LLC and Chippewa Commons to allow Premium Waters Inc. to store pallets of water and materials to be used in the production of a water bottling operation located at #409 East Prairie View Road in a C-2 General Commercial District.
2. That the Special Use Permit hereby granted shall be expressly subject to and conditioned upon the following:
 - a) That the building be permitted to store pallets of water and materials to be used in the production of their water bottling operation
 - b) That plans and details attached become part of this Special Use Permit.
 - c) That no equipment, materials or product related to the bottling operation be stored on the premises outside of the building.
 - d) That eight trucks be permitted daily (56 per week) during the January 1st to March 31st load in period and a 24/7 operation be permitted. Occasional exceedances due to changing business conditions shall be permitted.
 - e) That eight trucks be permitted daily (56 weekly) between the hours of 8:00AM and 9:00PM during the May 1st to August 31st load out period. Occasional truck traffic between 9:00PM and 8:00AM shall be permitted.
 - f) During April and the months September through December, truck traffic is expected to be less than the load out and load in periods listed in conditions d and e and shall be permitted.
 - g) That the operation be permitted seven days per week.
 - h) That four full time employees be permitted.
 - i) That no truck parking is permitted in the front mall parking area and truck parking is permitted in the back of the facility near the existing loading docks.
 - j) That the truck route permitted for operation is Business Highway #29 to State Trunk Highway #124 to Woodward Avenue to South Avenue into the access drive at the former Kmart facility.
 - k) That this permit shall become null and void by non-compliance with the conditions of this permit or related codes, or by application to the Board of Appeals for any code variance at these premises.
 - l) That all changes or modifications to this permit shall be by the Common Council only after review and recommendation by the Plan Commission and after public notice and hearing as required for a Special Use Permit.

ORDINANCE NO. 2015-26

m) That except as specifically provided herein, all regulations of City Codes shall apply.

3. That this ordinance shall take affect from and after its passage and publication.

Dated this 5th day of January, 2016.

FIRST READING: December 15, 2015

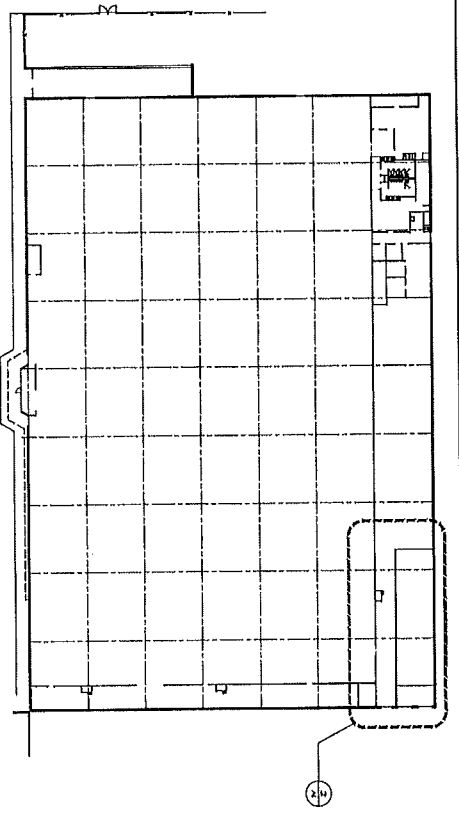
SECOND READING: January 5, 2016

APPROVED: _____
Mayor

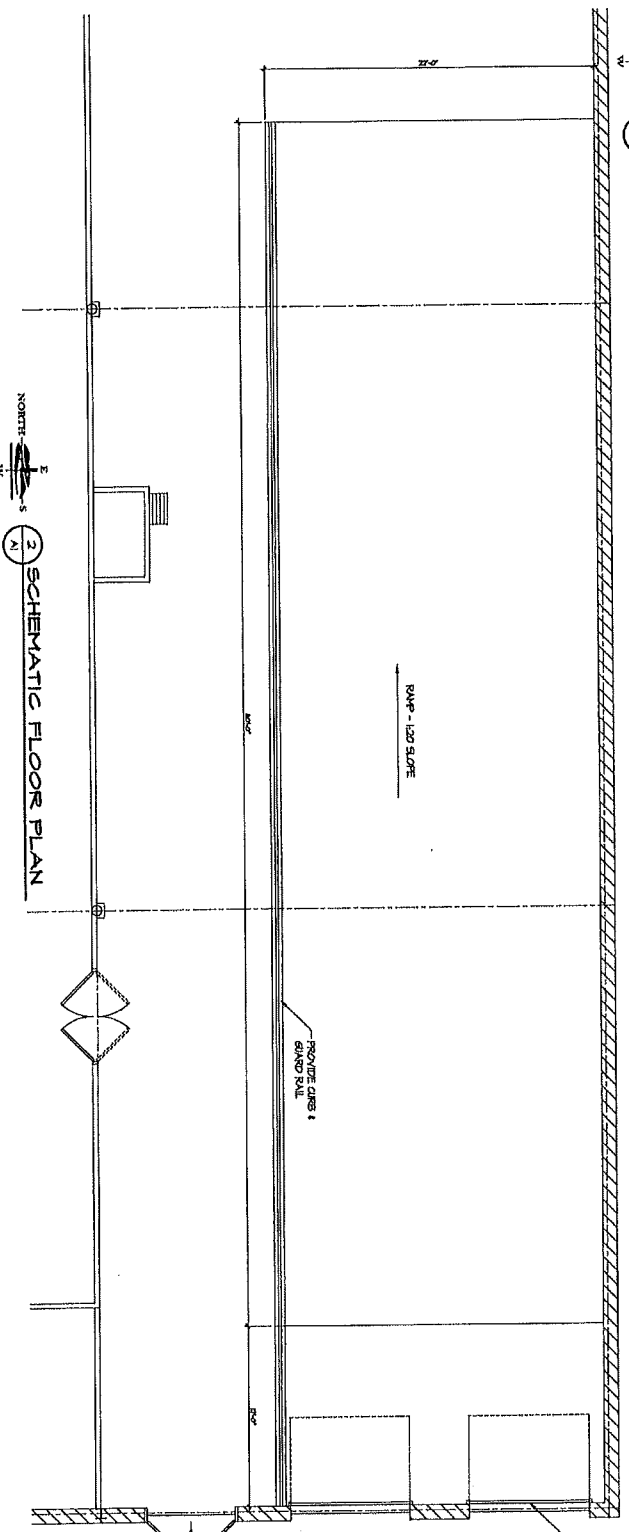
Council President

ATTEST: _____
City Clerk

PUBLISHED: _____



1 OVERALL FLOOR PLAN



2 SCHEMATIC FLOOR PLAN

PROVIDE NECESSARY STRUCTURAL MODIFICATIONS TO RAISE DOOR SILL TO 4'-0" H. ABOVE GRADE - ACTUAL DOOR LOCATION TO BE VERIFIED ON SITE

1040 ROAD STREET - SITE C
 CHIPPewa COMMONS
 10/28/2015

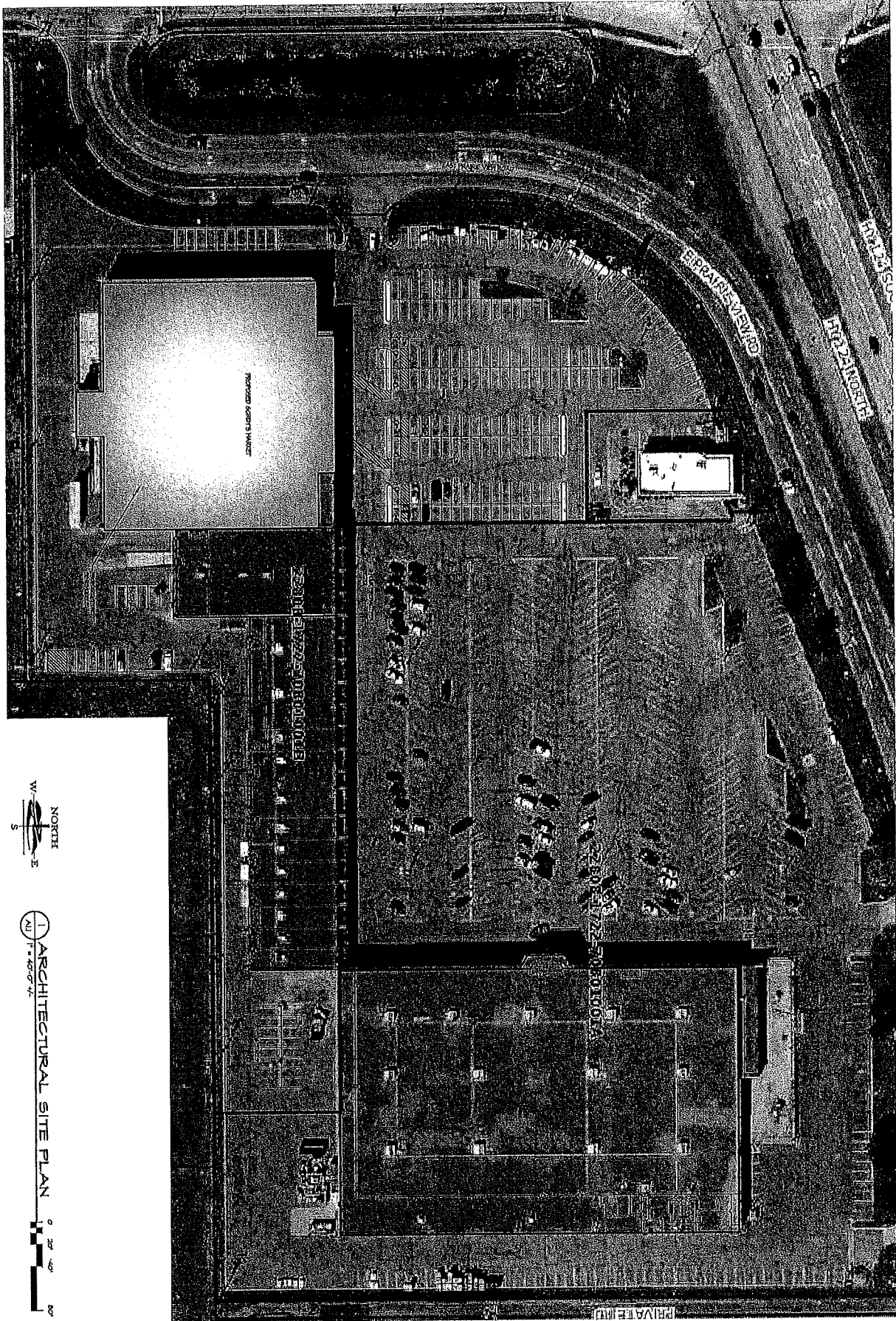
THIS PLAN HAS NOT BE REPRODUCED OR
 MODIFIED IN ANY MANNER WITHOUT THE
 WRITTEN PERMISSION OF THE ARCHITECT.
 ALL RIGHTS RESERVED.

CHIPPewa COMMONS - STORAGE

REPRODUCED HEREIN TO BE USED FOR THE PROJECT ONLY. ANY OTHER USE IS PROHIBITED. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION AND CONDITIONS SHALL BE VERIFIED ON SITE.

DATE:
 10/28/2015

SHEET
 A1



1 ARCHITECTURAL SITE PLAN
 ALL IN 400' ±

DATE	11/11/11
REVISION	
PROJECT NO.	A1.1
DATE	11/11/11
SCALE	AS SHOWN

PROPOSED ALTERATIONS FOR
 GORDY'S MARKET
 803 E PRARIE VIEW ROAD
 CHIFFEWA FALLS, WI 54124

803 122nd STREET - SITE C
 CHIFFEWA FALLS, WI 54124
 PHONE: 715.622.0015
 FAX: 715.622.0040
www.rivervalleyarchitects.com

RESOLUTION NO. 2015-58

**RESOLUTION
APPROVING A CERTIFIED SURVEY MAP
FOR THE PROPOSED FIRE STATION ALONG CHIPPEWA CROSSING
BOULEVARD**

RESOLVED, that a Certified Survey Map for property located on Lot #1 on the south side of Chippewa Crossing Boulevard, between Business Highway #29 and State Trunk Highway #178 is hereby approved by the Chippewa Falls Common Council. Said parcel being part of the NE ¼ of the SE ¼ of Section 8 and part of the NW ¼ of the SW ¼ of Section 9, all in T28N, R8W, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 15th day of December, 2015

ADOPTED: _____

Council President

APPROVED: _____

Mayor

I hereby certify that the foregoing is a copy of a Resolution adopted by the Common Council of the City of Chippewa Falls, Wisconsin.

ATTEST: _____

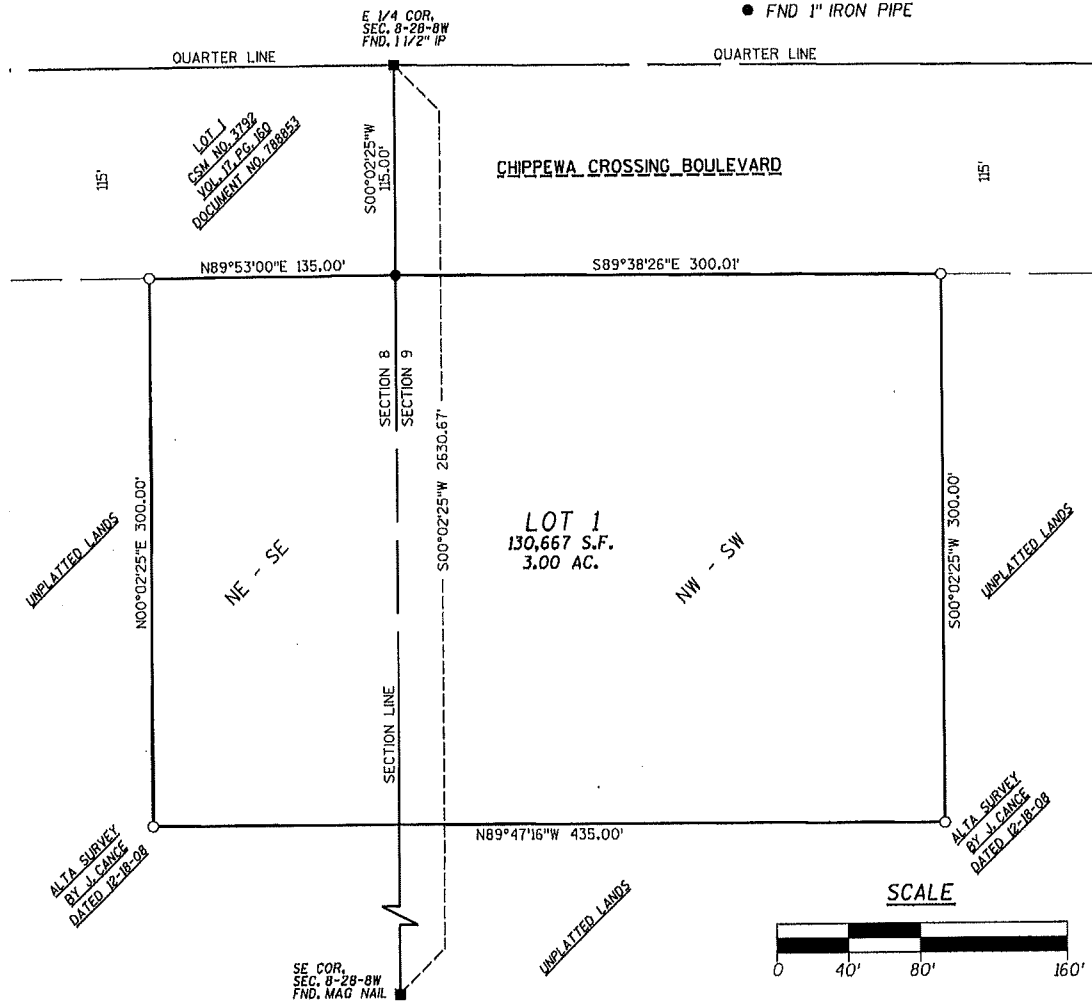
City Clerk

CERTIFIED SURVEY MAP NO. _____
 VOLUME _____, PAGE _____.

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, AND PART
 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, ALL IN T28N,
 R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

LEGEND

- GOVERNMENT CORNER (AS NOTED)
- SET 3/4 " X 18" IRON REBAR,
WEIGHING 1.50 LBS/LIN. FT.
- FND 1" IRON PIPE



DATED THIS 13TH DAY OF NOVEMBER, 2015

JASON L. CANCE, P.L.S. 2688

PREPARED FOR:

ROB KREJCI, ASSISTANT CITY ENGINEER
 CITY OF CHIPPEWA FALLS
 30 WEST CENTRAL STREET
 CHIPPEWA FALLS, WI 54729

SEH INC.
 10 N. BRIDGE ST.
 CHIPPEWA FALLS WI 54729

CERTIFIED SURVEY MAP NO. _____
VOLUME _____, PAGE _____.

PART OF THE NE 1/4 OF THE SE 1/4 OF SECTION 8, AND PART
OF THE NW 1/4 OF THE SW 1/4 OF SECTION 9, ALL IN T28N,
R8W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, JASON L. CANCE, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY:
THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF
SECTION 8, AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 9, ALL IN
TOWNSHIP 28 NORTH, RANGE 8 WEST, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 8; THENCE S00°02'25"W ALONG THE WEST
LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 9 A DISTANCE OF 115.00 FEET TO THE SOUTHERLY RIGHT
OF WAY OF CHIPPEWA CROSSING BOULEVARD ALSO BEING THE POINT OF BEGINNING; THENCE S89°38'26"E
ALONG THE SOUTHERLY RIGHT OF WAY OF CHIPPEWA CROSSING BOULEVARD A DISTANCE OF 300.01 FEET;
THENCE S00°02'25"W 300.00 FEET; THENCE N89°47'16"W 435.00 FEET; THENCE N00°02'25"E 300.00 FEET
TO THE SOUTHERLY RIGHT OF WAY OF CHIPPEWA CROSSING BOULEVARD; THENCE N89°53'00"E ALONG THE
SOUTHERLY RIGHT OF WAY OF CHIPPEWA CROSSING BOULEVARD A DISTANCE OF 135.00 FEET TO THE POINT
OF BEGINNING;

CONTAINING 130,667 SQUARE FEET (3.00 ACRES) MORE OR LESS, AND BEING SUBJECT TO EASEMENTS
BOTH IMPLIED AND RECORDED.

THAT I HAVE MADE SUCH A SURVEY AT THE DIRECTION OF ROB KREJCI, ASSISTANT CITY ENGINEER,
CITY OF CHIPPEWA FALLS, PURCHASER, 30 W. CENTRAL STREET, CHIPPEWA FALLS, WI 54729.

THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARIES OF THE
LAND SURVEYED AND THE SUBDIVISION THEREOF MADE.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATE
STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS IN SURVEYING,
DIVIDING, AND MAPPING THE SAME.

DATED THIS 13TH DAY OF NOVEMBER 2015.

JASON L. CANCE, P.L.S. 2688

CITY COUNCIL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS, CHIPPEWA CROSSING
PARTNERS, LLC, OWNER, IS HEREBY APPROVED BY THE CITY COUNCIL.

GREG HOFFMAN, MAYOR

DATE

BRIDGET GIVENS, CLERK

DATE

RESOLUTION

WHEREAS, the sale of the real estate located at 100 North Bridge Street, 11-13 West Spring Street, and 15 West Spring Street, in the City of Chippewa Falls and more particularly described in the deed attached hereto has previously been authorized and approved by the Chippewa Falls Common Council;

WHEREAS, First American Title Insurance Company requires a resolution authorizing the signature of the deed to convey the described real estate;

WHEREAS, the proposed Warranty Deed transferring title is attached hereto;

NOW THEREFORE, THE CHIPPEWA FALLS COMMON COUNCIL DOES HEREBY RESOLVE AS FOLLOWS:

1. The attached Warranty Deed to convey title WHG Companies, LLC, is hereby ratified and approved and the signatures of Mayor Gregory S. Hoffman and City Clerk Bridget Givens on the original are hereby ratified and approved and the closing of the sales transaction and the filing of an electronic transfer return are also ratified and approved.

Dated this 15th day of December, 2015.

Council Vote: Ayes: _____

Nays: _____

COUNCIL PRESIDENT: _____
Rob Kiefer

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

LEGAL DESCRIPTION

PARCEL A:

Lot 9, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

EXCEPT: Part of Lots 8 and 9, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin, described as follows: Beginning on the Northwesterly line of Spring Street at a point Northeasterly on said street 23½ feet from the Southerly corner of Lot 8, Block 21; thence Northeasterly on the Northwesterly line of said street 54½ feet; thence Northwesterly at right angles to said street 124 feet to public alley; thence Southwesterly along the Southeasterly line of said alley 54½ feet; thence at right angles Southeasterly 124 feet to the place of beginning.

PARCEL B:

Lot 12, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

PARCEL C:

The Southwesterly 24 feet of Lot 10, Block 14, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

PARCEL D:

The Northeasterly 36.25 feet of Lot 7, Block 14, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Beginning on Spring Street on the corner of Lots 7 and 10 in said Block; thence 124 feet on the line between said lots to the alley in the rear; thence along the alley at right angles 36.25 feet; thence at right angles through said Lot 7 to Spring Street; thence along the Southerly line of Spring Street 36.25 feet to the place of beginning.

PARCEL IDENTIFICATION NUMBERS (PIN):

PARCELS A AND B:

Computer No.: 09-211-142

Parcel No.: 22808-0641-60012109

PARCEL C:

Computer No.: 09-211-54

Parcel No.: 22808-0641-60011410

PARCEL D:

Computer No.: 09-211-51

Parcel No.: 22808-0641-60011407B

WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Chippewa Falls,

("Grantor," whether one or more), and WHG Companies, LLC, a Wisconsin Limited Liability Company,

("Grantee," whether one or more).

Grantor for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Chippewa County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): See Attached Legal Description

Recording Area

Name and Return Address

Attorney Robert A. Ferg
411 North Bridge Street, Suite 201
Chippewa Falls, WI 54729

See Attached

Parcel Identification Number (PIN)

This IS NOT homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: Recorded building and use restrictions, municipal zoning ordinances, easements of record, and tax levies.

Dated December 14, 2015

Gregory S. Hoffman, Mayor (SEAL)

Bridget Givens, City Clerk (SEAL)

AUTHENTICATION
Signature(s) of Gregory S. Hoffman and Bridget Givens

authenticated on December 14, 2015

Robert A. Ferg
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Robert A. Ferg
Chippewa Falls, Wisconsin

ACKNOWLEDGMENT
STATE OF
)
) ss.
COUNTY)

Personally came before me on
the above-named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, State of
My commission (is permanent) (expires:)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATION TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

City of Chippewa Falls - Proposed Fire Station

Location: Chippewa Crossing Boulevard

Proposed Budget Estimate

Total Anticipated Budget

\$5,000,000

ITEM	Estimated Cost	% - Total Budget
Design Services (ADG/Five Bugles)	\$322,000	6.4%
Construction Manager CMPI	\$229,707	4.6%
Building Cost (Estimated)	\$4,200,000	84.0%
Site Utilities	Included w/Building	
Land Acquisition Land Trade - Wangard Partners	\$0	0.0%
FFE (Furniture, Fixtures, & Equipment	\$175,000	3.5%
Contingency	\$73,293	1.5%
Total	\$5,000,000	100.0%



AIA[®]

Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the 9th day of December in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Construction Manager:
(Name, legal status, address and other information)

CPMI, Inc.
3265 Northwood Circle
Suite 170
Eagan, MN 55121
Telephone Number: 952-854-3663
Fax Number: 952-854-2847

for the following Project:
(Name, location and detailed description)

Chippewa Falls Fire Station

The Architect:
(Name, legal status, address and other information)

Five Bugles Design/Architectural Design Group, LLC
Banbury Place
Building D04, Suite 202, Mailbox 2
800 Wisconsin Street
Eau Clair, WI 54703

The Owner and Construction Manager agree as follows.

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

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 INITIAL INFORMATION
2 CONSTRUCTION MANAGER'S RESPONSIBILITIES
3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

To be determined.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Four Million, Two Hundred Thousand (\$4,200,000.00)

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Design Phase complete February 2016

.2 Commencement of construction:

Init.

April 2016

.3 Substantial-Final Completion date or milestone dates:

March 2017

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

To be determined at the end of Design Development

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Michael Hepfler
Fire Chief
211 Bay Street
Chippewa Falls, WI 54729
mhepfler@chippewafalls-wi.gov

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

§ 1.1.10 ~~Unless provided by~~ With the assistance of the Construction Manager, the Owner will retain the following consultants and contractors: consultants as needed for surveys and testing:
(List name, legal status, address and other information.)

.1 Land Surveyor:

.2 Geotechnical Engineer:

Int.

.3 — Civil Engineer:

.4 — Other:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Paul Oberhaus
CPMI, Inc.
3265 Northwood Circle
Suite 170
Eagan, MN 55121

§ 1.1.12 ~~The~~ See Exhibit A for the Construction Manager's staffing plan as required under Section 3.3.2 shall include:

(List any specific requirements and personnel to be included in the staffing plan, if known.)

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

.1 Cost Estimator:

(List name, legal status, address and other information.)

.2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

N/A

§ 1.1.15 Other Initial Information on which the Agreement is based:

N/A

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User Notes:

(1515080811)

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

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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

§ 2.6 The Construction Manager 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 Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost. See Exhibit B.

~~§ 2.6.1 Comprehensive General Liability with policy limits of not less than — (\$ —) for each occurrence and in the aggregate for bodily injury and property damage.~~

~~§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than — (\$ —) combined single limit and aggregate for bodily injury and property damage.~~

~~§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.~~

~~§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than — (\$ —).~~

~~§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than — (\$ —) per claim and in the aggregate.~~

~~§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.~~

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ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, Schematic Design, Design Development, 80% Construction Documents, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

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§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall ~~expedite and coordinate the ordering and delivery of materials, provide an analysis of the types of material-only packages required, including those that must be ordered well in advance of construction.~~

§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The

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Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser ~~Edition~~ Edition as modified by the Owner. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime Contractors on the Project, including activity sequences and durations, ~~allocation of labor and materials~~, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

~~§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.~~

~~§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.~~

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§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager 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 for the Contractor's own Work, 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.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager

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shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional 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, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager 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 of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager'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 Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

§ 3.3.18 The Construction Manager shall ~~assist be~~ the Initial Decision Maker in the review, evaluation and documentation of ~~Claims, subject to Section 4.3.1.7. Claims.~~

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;

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- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- ~~.10 Cash flow and forecast reports; and~~
- ~~.11 Any other items the Owner may require;~~

~~§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:~~

- ~~.1 Contractor's work force report;~~
- ~~.2 Equipment utilization report;~~
- ~~.3 Cost summary, comparing actual costs to updated cost estimates; and~~
- ~~.4 Any other items as the Owner may require;~~

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§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall ~~maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer.~~ The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds

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indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, ~~Construction Manager, Architect, Contractor and Multiple Prime Contractors, and Construction Manager.~~ Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager 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 Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager 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.)

Services	Responsibility (Construction Manager, 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 Measured drawings	Not Provided	
§ 4.1.2 Architectural interior design (B252™-2007)	Not Provided	
§ 4.1.3 Tenant-related services	Not Provided	
§ 4.1.4 Commissioning (B211™-2007)	Not Provided	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, 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 this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager 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, or bid packages in addition to those listed in Section 1.1.6;

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- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- ~~.3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;~~
- ~~.4 Preparation for, and attendance at, a public presentation, meeting or hearing;~~
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- ~~.7 Assistance to the Initial Decision Maker, if other than the Architect; or~~
- ~~.8 Service as the Initial Decision Maker.~~

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager 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 Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- ~~.1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.~~
- .2 To the extent the Construction Manager'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.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager'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 the Owner's program, other objectives, schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 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 Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

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- § 5.6 Unless provided by the Construction Manager, 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.
- § 5.7 Unless provided by the Construction Manager, 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 evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- § 5.8 ~~The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager.~~
 Upon the Construction Manager'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 Construction Manager to furnish them as an Additional Service, when the Construction Manager 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 and other liability insurance as appropriate to the services provided.
- § 5.9 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.
- § 5.10 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.
- § 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.
- § 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.
- § 5.13 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 Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.
- § 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.
- § 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

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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 the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work ~~does not include~~ includes 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 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

1. give written approval of an increase in the budget for the Cost of the Work;
2. in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
3. implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, 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 Construction Manager 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.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager 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 Construction Manager 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 Construction Manager 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 A232-2009, General Conditions of the Contract for Construction, Construction as modified by the Owner. The Owner or the

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Construction Manager, 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 Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager 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 Construction Manager's services, the Construction Manager 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 Construction Manager 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:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

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~~

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date of the 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 Construction Manager 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 Construction Manager under this Agreement.~~

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ARTICLE 9 TERMINATION OR SUSPENSION

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

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager'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 Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

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§ 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 seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7. due.

~~§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.~~

~~§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.~~

~~§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.~~

§ § §

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 A232-2009, General Conditions of the Contract for Construction, Construction as modified by the Owner, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager 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 Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager 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 Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager 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.

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

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party 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 Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 ~~For Preconstruction Phase Services in Section 3.2:~~ Hourly not to exceed:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

\$221,652.00

§ 11.1.2 ~~For Construction Phase Services in Section 3.3:~~
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows: in an amount and on terms mutually agreeable between the Owner and Construction Manager including hourly rates in accordance with standard hourly rates or a stipulated sum:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 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 Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus Zero percent (0 %), or as otherwise stated below:

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

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Employee or Category	Rate (\$0.00)
<u>Principal</u>	<u>\$110.00</u>
<u>Project Manager</u>	<u>\$84.00</u>
<u>Estimator</u>	<u>\$75.00</u>
<u>Secretary</u>	<u>\$50.00</u>

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager'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 Professional photography, and presentation materials requested by the Owner;
- .8 Construction Manager'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 Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus Zero percent (0 %) of the expenses incurred. Reimbursable expenses shall not exceed \$8,055.00

§ 11.7 Payments to the Construction Manager

§ 11.7.1 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.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Forty-Five (45) 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 Construction Manager. *(Insert rate of monthly or annual interest agreed upon.)*

Eight % 8% annual

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

§ 11.7.4 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:

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager 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 Construction Manager.

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

- .1 AIA Document C132™-2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

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

OWNER *(Signature)*

CONSTRUCTION MANAGER *(Signature)*

(Printed name and title)

Paul Oberhaus, Vice President
(Printed name and title)

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User Notes:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/9/2015

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 Bearence Management Group 1045 76th Street, Suite 4000 West Des Moines IA 50266	CONTACT NAME: Yukiko Collins PHONE (A/C No. Ext): (515) 327-8450 E-MAIL ADDRESS: ycollins@bearence.com	FAX (A/C No.): (515) 327-8457
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Employers Mutual Casualty	NAIC # 21415
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			8D44475	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			8E44475	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> COMP \$250	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		<input checked="" type="checkbox"/> OCCUR	8J44475	4/1/2015	4/1/2016	EACH OCCURRENCE \$ 8,000,000
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 8,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			8H44475	4/1/2015	4/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	CONTRACTORS EQUIPMENT			8C44475	4/1/2015	4/1/2016	LEASED/RENTED \$100,000

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

CERTIFICATE HOLDER City of Chippewa Falls 30 West Central St. Chippewa Falls, WI 54729	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.
	AUTHORIZED REPRESENTATIVE Craig Borwick/YUKCOL <i>Craig Borwick</i>



CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM

Name of Claimant: <i>Badge Aire Inc.</i>	Claimant Address: <i>200 E. Walnut St., Chippewa Falls, WI</i>
Claimant Phone Number: <i>715-723-7022</i>	Date of Incident: <i>11-30-15</i>
Time of Incident: <i>7:30 AM</i>	Location of Incident: <i>200 E. Walnut St., Chippewa Falls, WI</i>
Damages Claimed (attach any relevant receipts and supporting documentation): <i>Repair or replacement of window.</i>	
Description of Incident: <i>At approximately 7:30 AM on Monday, November 30, 2015, an employee saw a City street sweeper driving past Badge Aire Inc., 200 E. Walnut St., Chippewa Falls, Wisconsin. We noticed afterward a rock hole in the business' front thermal pane window.</i>	
Signature of Claimant: <i>Bonnie J. Hatcher</i> <i>Office Manager</i>	Date: <i>12/2/15</i>