

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, May 6, 2014 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 Council Meeting of April 15, 2014.
- (b) Approve minutes of the Organizational Meeting of the Common Council of April 15, 2014.
- (c) Approve minutes of the Special Council Meeting of May 6, 2014. (*minutes to be distributed prior to meeting*)

3. PERSONAL APPEARANCES BY CITIZENS No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.

- (a) Plaque presentation for Tom Larson acknowledging his years of committed service to the City.

4. PUBLIC HEARINGS

- (a) Public Hearing regarding the Outdoor Beer Garden Application filed by Linda Roycraft of The Fill-Inn Station, 104 W Columbia Street.
- (b) Public Hearing regarding the vacation and discontinuance of a portion of Grove Street (the Southerly 99 feet of Grove Street between the South right-of-way line of Grand Avenue and the North right-of-way line of Central Street). (*see Resolution #2014-16*)

5. COMMUNICATIONS - None

6. REPORTS

- (a) Consider Board of Public Works minutes of April 21, 2014.

7. APPLICATIONS

- (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (*Complete list provided prior to Council meeting*)
- (b) Consider Application for Temporary Class "B" Beer Retailer's License from the Fraternal Order of Eagles for The Oz Run to be held on May 24, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
- (c) Consider Application for Temporary Class "B" Beer Retailer's License from the Chippewa Falls Area Chamber of Commerce for the June Dairy Day Dinner to be held on June 18, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
- (d) Consider Application for Dance and Live Music License from the Chippewa Falls Area Chamber of Commerce for the Northern Wisconsin State Fairgrounds on June 18, 2014.
- (e) Consider Application for Temporary Class "B" Beer Retailer's License from the Eau Claire Children's Theatre, Inc. for the UV Splash 5K by Color Dash to be held on June 20, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
- (f) Consider Application for Dance and Live Music License from the Eau Claire Children's Theatre for the Northern Wisconsin State Fairgrounds on June 20, 2014.
- (g) Consider Application for Temporary Class "B" Beer Retailer's License from the Chippewa Valley Century Ride, LLC for the Leinenkugel's Chippewa Valley Century Ride to be held at Irvine Park on May 25, 2014.
- (h) Consider Street Use Permit Application from Jeanne Gustafson for the Leinenkugel's Chippewa Valley Century Ride to be held on May 25, 2014 beginning and ending in Irvine Park.
- (i) Consider Street Use Permit Application from Paul Krumenauer for the Chippewa County Relay for Life to be held on July 25 – 26, 2014 from 3:30 pm – 1:00 am on Tropicana Blvd between Bel Air Blvd and Mansfield Street.
- (j) Consider Street Use Permit Application from Renee Wurzer of The Salvation Army for a Stamp out Hunger event to be held on May 10, 2014 from 10:00 am – 5:00 pm to utilize on-street parking adjoining The Salvation Army building.

7. **APPLICATIONS** (continued)

(k) Consider Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival to be held on August 9, 2014 at the northeast corner parking lot at the intersection of River & Bridge Streets (see attached map). (see *BPW Minutes*)

(l) Consider Street Use Permit Application from Chippewa Falls Main Street for the Pure Water Days Parade to be held on August 9, 2014 at 1:00 pm on Bridge Street at Elm Street to E Spring Street including the Market Lot. (see *BPW Minutes*)

(m) Consider Street Use Permit Application from The Tomahawk Room for a Brats and Beers event to be held on May 10, 2014 from 12:00 – 6:00 pm in one parking spot in front of The Tomahawk Room, 306 N. Bridge Street.

(n) Consider change of agent request from Kwik Trip #381, 1010 Woodward Avenue, from Jim Paczkowski to Tyler Horel (relative to their alcohol beverage license).

(o) Consider Annual Outdoor Beer Garden Application from Linda Roycraft of The Fill-Inn Station, 104 W Columbia Street.

(p) Consider request of Wesley Partlo (Every Buddy's Bar and Grill) for a temporary extension of premises in relation to their current Alcohol Beverage License Application for an event to be held on May 23 – 25, 2014.

8. **PETITIONS** - None

9. **MAYOR ANNOUNCES APPOINTMENTS**

(a) Consider appointments to various Boards and Commissions as recommended by the Mayor. Action on these appointments scheduled for May 20, 2014. (*list to be distributed prior to meeting*)

10. **MAYOR'S REPORT**

(a) Introduce Allyson Gommer from the Chippewa Falls Area Chamber of Commerce who will provide a brief update.

11. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code

(a) Consider Committee on Committees minutes of May 6, 2014. (*minutes to be distributed prior to meeting*)

12. **REPORT OF OFFICERS** - None

13. **ORDINANCES**

(a) First Reading of **Ordinance #2014-11 Entitled:** An Ordinance Creating the Solid Fuel-Burning Outdoor Heating Appliances Code Section - Section 23.08(5) of the Chippewa Falls Municipal Code.

(b) First Reading of **Ordinance #2014-12 Entitled:** An Ordinance Which Adds to the Indoor Solid Material Heating Systems Code Section by Prohibiting the Burning of Rubbish and the Like, Section 23.08(4) of the Chippewa Falls Municipal Code.

(c) First Reading of **Ordinance #2014-13 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (regarding 10-12 Sunshine Circle rezoning from C-4 Highway Commercial District to R-3A Multi-Family Residential District).

14. **RESOLUTIONS**

(a) Consider **Resolution #2014-16 Entitled:** Resolution Regarding the Discontinuance of the Southerly 99 Feet of Grove Street between the South Right-Of-Way Line of Grand Avenue and the North Right-Of-Way Line of Central Street.

(b) Consider **Resolution #2014-17 Entitled:** Resolution Second Re-Plat of Wissota Green.

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

(a) Formal approval of Agreement of Sale in order to close on the purchase of CMC Heartland Partners Liquidating Trust's interest in 28 South Bridge Street.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW (continued)

- (b) Discuss/consider awarding the contract for the demolition of the Empire building as recommended by Short Elliott Hendrickson and authorize the Mayor to execute the contract.
- (c) Discuss/consider the proposal from Short Elliott Hendrickson to prepare the asbestos and hazardous materials abatement assessment and demolition specifications for the Plaza building.
- (d) Discuss/consider Amendment to Agreement between the City of Chippewa Falls and Ayres Associates, Inc. for groundwater sampling, analyzing, and reporting at the Nelson Road Landfill.
- (e) Discuss/consider First Amendment of the Access Agreement between the City of Chippewa Falls and Lunda Construction Company.
- (f) Discuss/consider proposal from Short Elliott Hendrickson to prepare an updated Phase I Environmental Assessment for the property located at 28 S. Bridge Street/CMC Heartland Partners Liquidating Trust to qualify the City for a CERCLA defense with EPA.

16. CLAIMS

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

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 May 2, 2014 at 1:10 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, April 15, 2014, in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Bill Hicks, and George Adrian.

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 Chief Wendy Stelter, Assistant City Engineer Matt Decur, Parks and Recreation Director Dick Hebert, Utility Office Manager Connie Freagon, Director of Chippewa Falls Main Street Teri Ouimette, and City Clerk Bridget Givens. See also the attached attendance listing.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hanke/Kiefer to approve the minutes of the Regular Council Meeting of April 1, 2014. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Mayor Hoffman presented Jane Lardahl with a plaque acknowledging her years of committed service to the City.

(b) Chris Kranich, 1718 Brickyard Lane, appeared to question if the City's Board of Appeals is prepared to hear legal arguments, or if he would have to proceed through the court system. City Attorney Ferg advised he would have to go through the court system. Mr. Kranich further stated he feels the Council Agenda line items are not descriptive enough to give notice as to what is being approved. Mr. Kranich was informed that CSM's, Plats, and Developer's Agreements are presented to Council in separate line items. When minutes are presented, it is approving they are in correct form. Mr. Kranich further questioned the training of members of the Plan Commission. Mayor Hoffman explained the expertise and years of experience of the members.

PUBLIC HEARINGS

(a) Mayor Hoffman opened the Public Hearing regarding amending the Zoning Code of the City of Chippewa Falls (Parcel #3301, Lot #1 & 13' of Lot #2, 1st Addition to Parkhurst Addition, 506-508 Macomber Street) from R-1C Single Family Residential District to R-2 Two Family Residential District at 6:48 pm.

Joe Germain, owner of the property at 506-508 Macomber Street, appeared stating a financial hardship as he is unable to secure a mortgage for the property based on the zoning laws which came into effect the year after the duplex was built.

There being no further requests to speak, the Public Hearing was closed at 6:50 pm.

COMMUNICATIONS - None

REPORTS

(a) Motion by Mason/Hicks to approve the Board of Public Works minutes of April 7, 2014. **Roll Call Vote: Aye – Mason, Hicks, Adrian, Hanke, Kiefer, Hull. Motion carried.**

(b) Motion by Hicks/Adrian to approve the Plan Commission minutes of April 7, 2014. **Roll Call Vote: Aye – Hicks, Adrian, Hanke, Kiefer, Mason, Hull. Motion carried.**

APPLICATIONS

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

(b) Motion by Hicks/Adrian to approve the Application for Class "E" Dance and Live Music License from Bill Sparkes for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on May 24, 2014. **All present voting aye, motion carried.**

APPLICATIONS (continued)

(c) **Motion by Kiefer/Hanke** to approve the Street Use Permit Application from the Chippewa Catholic Deanery for a Corpus Christi Procession on June 22, 2014 from 12:00 pm – 2:00 pm on various City streets (see attached map). **All present voting aye, motion carried.**

(d) **Motion by Hanke/Hull** to approve the Street Use Permit Application from Chippewa Falls Main Street for Music in Harmony Courtyard on Friday evenings from 4:00 pm – 8:00 pm beginning June 6, 2014 – September 5, 2014. **All present voting aye, motion carried.**

(e) **Motion by Hanke/Hicks** to approve the Street Use Permit Application from Cindy Welk of The Snout Saloon for the Irvine Park Zoo Bike Run to be held on May 17, 2014 at noon beginning at the lights on Bridge and Central, proceeding to Rushman Drive and Central to the Irvine Park entrance on Jefferson. **All present voting aye, motion carried.**

(f) **Motion by Kiefer/Hicks** to approve the Street Use Permit Application from Marcie Lindbom of Hillcrest Elementary for the Hillcrest Family Fun Run to be held on May 17, 2014 from 9:45 am – 10:45 am on various City streets (see attached map). **All present voting aye, motion carried.**

(g) **Motion by Hanke/Hicks** to approve the Original Alcohol Beverage Retail License Application from Family Dining Inc., Xin Li, Agent, for a Class “B” Beer License for China Buffet located at 475 Chippewa Mall Drive, #115. **All present voting aye, motion carried.**

PETITIONS

(a) A Petition for Rezoning from John Schepke for 10-12 Sunshine Circle to change from C-4 Highway Commercial to R-3A Multiple Family Residence District was presented.

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR’S REPORT

(a) Mayor Hoffman shared a proclamation declaring the City of Chippewa Falls a participant in the Three-Year Compassionate City Campaign and declaring the month of May as “Compassionate Action Month”. Rhonda Brown, Director of Chippewa Health Improvement Partnership (CHIP) gave an overview of the Compassionate City Campaign.

(b) Mayor Hoffman shared a proclamation declaring April 23, 2014 as “World Book Night” in the City of Chippewa Falls.

COUNCIL COMMITTEE REPORTS

(a) **Motion by Mason/Kiefer** to approve the Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of April 14, 2014. It was discussed that cable franchise fees will be addressed during the next budget cycle. Relative to the offer to purchase 134 W Spring Street, City Planner Smith advised that he plans to tour the home with the Fire Inspector and Building Inspector to make sure everything is cleared out prior to us making our offer. We are considering TIF #4 as a funding source for the future parking lot area in this location. Smith also updated that the one of the grants was reported as a 70/30 split in error, it is actually a 50/50 split. The additional cost of a permeable lot is roughly \$40,000-\$50,000. In regard to maintenance, the street sweepers would need to clear this lot more frequently. **Roll Call Vote: Aye – Mason, Kiefer, Hull, Hicks, Adrian, Hanke. Motion carried.**

(b) **Motion by Mason/Hicks** to approve the Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of April 15, 2014. **Roll Call Vote: Aye – Mason, Hicks, Adrian, Hanke, Kiefer, Hull. Motion carried.**

(c) The Park Board minutes of April 8, 2014 were presented.

(d) The Library Board minutes of March 10, 2014 were presented.

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Hull/Kiefer** to approve **Ordinance #2014-10 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (Parcel #3301, Lot #1 & 13’ of Lot #2, 1st Addition to Parkhurst Addition, 506-508 Macomber Street). **Roll Call Vote: Aye – Hull, Kiefer, Mason, Hicks, Adrian, Hanke. Motion carried.**

RESOLUTIONS

(a) Motion by Hicks/Mason to approve Resolution #2014-12 Entitled: Resolution Joining Petition to Vacate Manor Drive and Approving Vacation of Manor Drive. **Roll Call Vote: Aye – Hicks, Mason, Hull, Adrian, Hanke, Kiefer. Motion carried.**

(b) Motion by Hicks/Hull to approve Resolution #2014-13 Entitled: Government Responsibility Resolution for Runoff Management Grants. **Roll Call Vote: Aye – Hicks, Hull, Adrian, Hanke, Kiefer, Mason. Motion carried.**

(c) Motion by Adrian/Hicks to approve Resolution #2014-14 Entitled: Resolution for Outdoor Recreation Aids. **Roll Call Vote: Aye – Adrian, Hicks, Hanke, Kiefer, Mason, Hull. Motion carried.**

(d) Motion by Hicks/Kiefer to approve Resolution #2014-15 Entitled: Resolution Authorizing an Annual Adjustment for 2014 for Non-Represented and Management Employees. **Roll Call Vote: Aye – Hicks, Kiefer, Mason, Hull, Adrian, Hanke. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Motion by Hicks/Adrian to accept letters of interest for the Fifth Ward Council Vacancy until noon on May 2, 2014 and to hold a Special Council Meeting on May 6, 2014, prior to the Regular Council Meeting, to interview and possibly appoint a candidate. All present voting aye, motion carried.

(b) Motion by Hicks/Adrian to ratify the labor agreement between the City of Chippewa Falls and Local 1241 AFSCME Chippewa Falls City Employees and Chippewa Falls Parks, Recreation and Forestry Department Employees for the period of January 1, 2014 through December 31, 2014. Roll Call Vote: Aye – Hicks, Adrian, Hanke, Kiefer, Mason, Hull. Motion carried.

CLAIMS

(a) Motion by Hull/Hanke to approve the claims of the various boards and departments of the City as recommended by the Claims Committee as follows:

| | |
|---------------------------------|---------------------|
| City General Claims: | \$304,905.36 |
| Authorized/Handwritten Claims: | \$34,742.00 |
| Department of Public Utilities: | \$118,384.92 |
| Total of Claims Presented | <u>\$458,032.28</u> |

Roll Call Vote: Aye – Hull, Hanke, Kiefer, Mason, Hicks, Adrian. Motion carried.

CLOSED SESSION

(a) Motion by Mason/Kiefer to enter Closed Session under WI Statutes 19.85(1)(e) for “deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining implications require a Closed Session” to discuss and consider the following:

1. Negotiation of rents at 100 N. Bridge Street and 10 W. Spring Street.
and to allow Council, Mayor, Ferg, Smith, Bauer, and Givens to attend; may return to Open Session.

Roll Call Vote: Aye – Mason, Kiefer, Hull, Hicks, Adrian, Hanke. Motion carried.

Council discussed Item (1) above.

Motion by Hicks/Hanke to return to Open Session. All present voting aye, motion carried.

ADJOURNMENT

Motion by Hull/Hicks to adjourn at 8:06 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

**MINUTES OF THE ORGANIZATIONAL
MEETING OF THE COMMON COUNCIL**

The Organizational Meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, April 15, 2014. Mayor Greg Hoffman called the meeting to order at 8:07 pm.

The Clerk administered the Oath of Office to the following individuals: Rob Kiefer (Second Ward Alderperson), Chuck Hull (Fourth Ward Alderperson), and Bill Hicks (Sixth Ward Alderperson).

CLERK CALLS THE ROLL

Alderpersons present: Michael Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Bill Hicks, and George Adrian.

City Staff Present: Attorney Bob Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner Jayson Smith, and City Clerk Bridget Givens.

(a) Motion by Adrian/Mason to nominate Bill Hicks as Council President. **Roll Call Vote: Aye – Adrian, Mason, Hull, Hicks, Hanke, Kiefer. Motion carried.**

(b) Motion by Hicks/Mason to appoint Chuck Hull as the Council Representative to the Plan Commission. **Roll Call Vote: Aye – Hicks, Mason, Hull, Adrian, Hanke, Kiefer. Motion carried.**

(c) Motion by Hicks/Hanke to appoint Chuck Hull and George Adrian to serve on the Committee on Committees. It was noted that the Council President and two appointed Councilors comprise the Committee on Committees. **Roll Call Vote: Aye – Hicks, Hanke, Kiefer, Mason, Hull, Adrian. Motion carried.**

Motion by Adrian/Kiefer to condense the following items into one as there is no business to be discussed nor action required.

APPROVAL OF MINUTES OF PREVIOUS MEETING - None

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS - None

APPLICATIONS - None

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

COUNCIL COMMITTEE REPORTS - None

REPORT OF OFFICERS - None

ORDINANCES - None

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS - None

CLOSED SESSION - None

All present voting aye, motion carried.

ADJOURNMENT

Motion by Adrian/Hanke to adjourn at 8:18 pm. All present voting aye, motion carried.

Minutes submitted by:

Bridget Givens
City Clerk

**NOTICE OF PUBLIC HEARING
CITY OF CHIPPEWA FALLS, WISCONSIN**

PLEASE TAKE NOTICE that the Common Council of the City of Chippewa Falls, Wisconsin, will conduct a Public Hearing on **Tuesday, May 6, 2014** in the Council Chambers, Municipal Building, 30 West Central St., Chippewa Falls, Wisconsin, commencing at 6:30 P.M. regarding the Annual Outdoor Beer Garden Application filed for the following location:

**The Fill-Inn Station
Linda Roycraft
104 W Columbia Street
Chippewa Falls**

Following the hearing, the Common Council will consider approval of the Application for an Annual Outdoor Beer Garden Application as submitted by Linda Roycraft of The Fill-Inn Station a copy of which is on file and available for inspection in the City Clerk's Office.

Bridget Givens
City Clerk

PUBLISH: Wednesday, April 23, 2014
 and
 Wednesday, April 30, 2014

NOTICE

NOTICE IS HEREBY GIVEN, that there is pending before the Common Council of the City of Chippewa Falls, Wisconsin, a Resolution dated May 6, 2014, that proposes by its terms that upon its adoption, to vacate and discontinue a portion of Grove Street, hereinafter described, pursuant to Section 66.1003 (4) of the Wisconsin Statutes; and

That such Resolution will be acted upon by the Common Council of the City of Chippewa Falls at a regular meeting to be held on May 6, 2014, commencing at 6:30 P.M. or as soon thereafter as the matter can be heard; and a public hearing will be held at that time; and

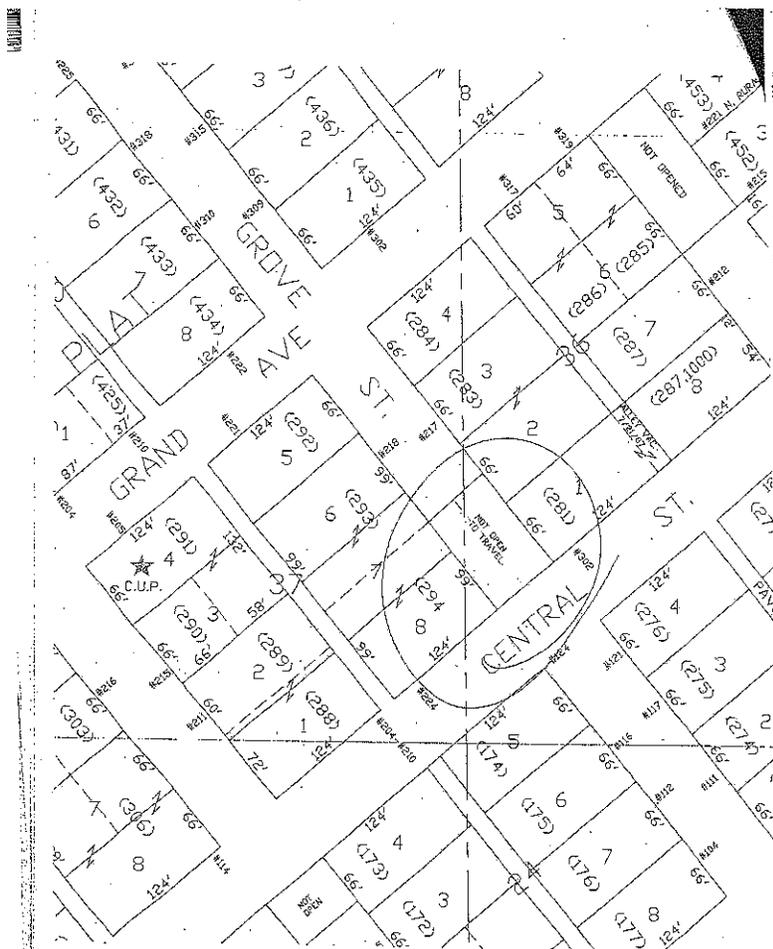
That the following is a description of that portion of Grove Street, in the City of Chippewa Falls, Chippewa County, Wisconsin, which said Resolution proposes to have vacated and discontinued:

The Southerly 99 feet of Grove Street between the South right-of-way line of Grand Avenue and the North right-of-way line of Central Street. (see attached map)

DATED this 18th Day of March, 2014.

Bridget Givens, City Clerk
City of Chippewa Falls, Wisconsin

1 column legal ad
Publish as Class 3 Notice



**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 21, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, April 21, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson George Adrian. Also, present at the meeting were Assistant City Engineer Matt Decur and Luke Haun of Lunda Construction.

1. **Motion** by Bauer, seconded by Senn to approve the minutes of the April 7, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached request for a Street Use Permit from Chippewa Falls Main Street for the Pure Water Days Parade on Saturday, August 9, 2014. Finance Manager Bauer noted that Main Street was forced to take over the event if it were to continue. She also noted that the city fiscally supported Main Street annually and that Pure Water Days cost between six and seven thousand dollars to host each year. Discussion continued about whether Main Street volunteers had equipment to pick up and return the fifty-plus requested barricades and stands.
Motion by Rubenzer, seconded by Senn that:
 - a) To recommend that the Main Street Organization pick up and return barricades and stands for the Pure Water Days Parade if equipment and personnel were available.
 - b) The option to charge Main Street for City services for the Pure Water Days Parade event only be considered if Main Street at least broke even for the event.
 - c) The City Council approve the request for a Street Use Permit for Main Street for the Pure Water Days Parade on August 9, 2014.

All present voting aye. MOTION CARRIED.

3. The Board considered the attached request for a Street Use Permit from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival on Saturday, August 9, 2014. There was additional discussion about whether Main Street volunteers had equipment to pick up and return the twenty requested barricades and stands.
Motion by Rubenzer, seconded by Senn that:
 - a) To recommend that the Main Street Organization pick up and return barricades and stands for the Pure Water Days Duck Splash Festival if equipment and personnel were available.
 - b) The option to charge Main Street for City services for the Pure Water Days Duck Splash Festival event only be considered if Main Street at least broke even for the event.
 - c) The Common Council approve the request for a Street Use Permit for Main Street for the Pure Water Days Duck Splash Festival on August 9, 2014.

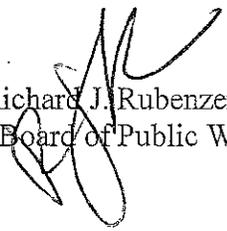
All present voting aye. MOTION CARRIED.

4. Luke Haun of Lunda Construction appeared to request an extension to the attached Street Use Permit and Access Agreement for City owned property between Technology Way and the Chippewa River. The access was originally granted for Lunda Construction to upgrade the Union Pacific Railroad Trestle crossing the Chippewa River. Director of Public Works Rubenzer and Mayor Hoffman had received a complaint about late night construction and

construction equipment noise at the site. Mr. Haun explained that all after hours work had been completed and that the project would be completed on time except WIDNR wouldn't allow the causeway rock along the river to be removed until July 1, 2014 due to environmental concerns.

Motion by Senn, seconded by Rubenzer to recommend the Common Council approve an extension to the attached Street Use Permit and Access Agreement for City owned property between Technology Way and the Chippewa River. The access was originally granted for Lunda Construction to upgrade the Union Pacific Railroad Tressel crossing the Chippewa River. The extension period is from May 31, 2014 until July 31, 2014. **All present voting aye. MOTION CARRIED.**

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


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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, APRIL 7, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, April 7, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson George Adrian. Absent was Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur.

1. Motion by Adrian, seconded by Bauer to approve the minutes of the March 10, 2014 Board of Public Works meeting. All present voting aye. MOTION CARRIED.

2. The Board discussed the attached Engineering Agreement #18 with Ayres Associates Inc. for groundwater monitoring at Nelson Road Landfill. Director of Public Works Rubenzer noted that the program cost had once been around \$13,000 annually but had been reduced due to a reduction in the number of wells to sample and report. Mayor Hoffman asked if the program had to continue indefinitely. Rubenzer will get an opinion from Ayres. He also noted that in general, Volatile Organic Compound levels continued in a downward trend and that only a couple valves higher than the enforcement standard were observed in the 2013 reporting. Motion by Rubenzer, seconded by Adrian to recommend the Common Council approve the attached Engineering Agreement #18 with Ayres Associates Inc. for groundwater monitoring at Nelson Road Landfill, in an amount not to exceed \$8,600. All present voting aye. MOTION CARRIED.

3. DPW Rubenzer presented the attached final pay request from Haas Sons Inc. for work completed on Columbia Street in 2013. He noted that project lien waivers had been executed and received and the final payment could now be released. Motion by Rubenzer, seconded by Adrian that the Common Council approve the final payment for the 2013 project on Columbia Street from Willow St. to High St. and be released to Haas Sons Inc. in the amount of \$33,235.16. All present voting aye. MOTION CARRIED.

4. DPW Rubenzer presented the attached final pay request from Haas Sons Inc. for work completed on Badger Street in 2013. He noted that project lien waivers had been executed and received and the final payment could now be released. Motion by Hoffman, seconded by Adrian that the Common Council approve the final payment for the 2013 project on Badger Street from Grand Ave. to Warren St. and be released to Haas Sons Inc. in the amount of \$11,754.31. All present voting aye. MOTION CARRIED.

5. The Board considered and discussed the attached bid summary for the 2014 Main Street, (Wisconsin St. to Greenville St.), project. Two competitive bids were received with the lowest bid of \$392,922.51 from Haas Sons Inc. This bid was \$18,745 below the most recent engineers estimate. Motion by Rubenzer, seconded by Adrian to recommend the Common Council accept the low bid of \$392,922.51 and award the Main Street, (Wisconsin St. to Greenville St.), reconstruction project to Haas Sons, Inc. of Thorp, Wisconsin. Such award is contingent on review and approval of City Attorney Ferg. All present voting aye. MOTION CARRIED.

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

6. The Board considered and discussed the attached bid summary for the 2014 Rural Street, (Bluff St. to Central St.), project. Two competitive bids were received with the lowest bid of \$570,033.96 from Haas Sons Inc. This bid was \$88,522 below the most recent engineers estimate.

Motion by Adrian, seconded by Bauer to recommend the Common Council accept the low bid of \$570,033.96 and award the Rural Street, (Bluff St. to Central St.), reconstruction project to Haas Sons, Inc. of Thorp, Wisconsin. Such award is contingent upon review and approval of City Attorney Ferg. All present voting aye. MOTION CARRIED.

7. The Board reviewed the attached Resolution #1998-33 and a corresponding amended easement for the vacation of Grand Avenue. Gordy's County Market has requested to reconstruct their parking lot as shown on the attached map. Attorney Ferg has opined that if all conditions of the resolution and the pedestrian easement remain in place, the reconstruction could be done without a resolution amendment or completely new resolution. No action was taken.

8. Motion by Adrian, seconded by Hoffman to adjourn. All present voting aye. MOTION CARRIED. The Board of Public Works meeting adjourned at 6:08 P.M.


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



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

| | | |
|---|--|--|
| Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729 | | Applicant Phone Number: 715-723-6661 |
| <input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. | Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. (same info. as above) | |
| Name of the event: Pure Water Days Parade | Estimated number of persons participating: 8000+ | |
| Date and start and end times requested for street use: Saturday, August 9th, 2014 1:00 pm | | |
| Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Bridge St. at Elm to E. Spring St. (including the Market Lot) | | |
| Use, described in detail, for which the street use permit is requested: Pure Water Days Parade - floats, walking and animal units | | |
| City services requested for the event (e.g., Street Department or Police Department staff time) We will need barricades (see attached map) as well as approximately 5 police officers to help with crowd control. | | |
| The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit. | | |
| Signature of Applicant | | Date 3/28/14 |

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

5 officers - 2 hrs each = 10 hours total x \$40 per hour = \$400
2 staff - 8-10 hrs each = 20 hours total x \$34 per hour = \$680 / \$1080

Requirements of Applicant:

Approved by:

 Signature of Chief of Police

Signature of Director of Public Works

PE 4/21/2014

Recommendation of Board of Public Works (if required):

Approved Denied

Barricades

PUBLIC PARKING
 1 hour parking limit on Bridge Street
 2 hour parking limit on side streets
 3 hour parking limit in city lots,
 unless otherwise posted

LEINENKUGEL
 BREWERY

4

4

6

4

4

4

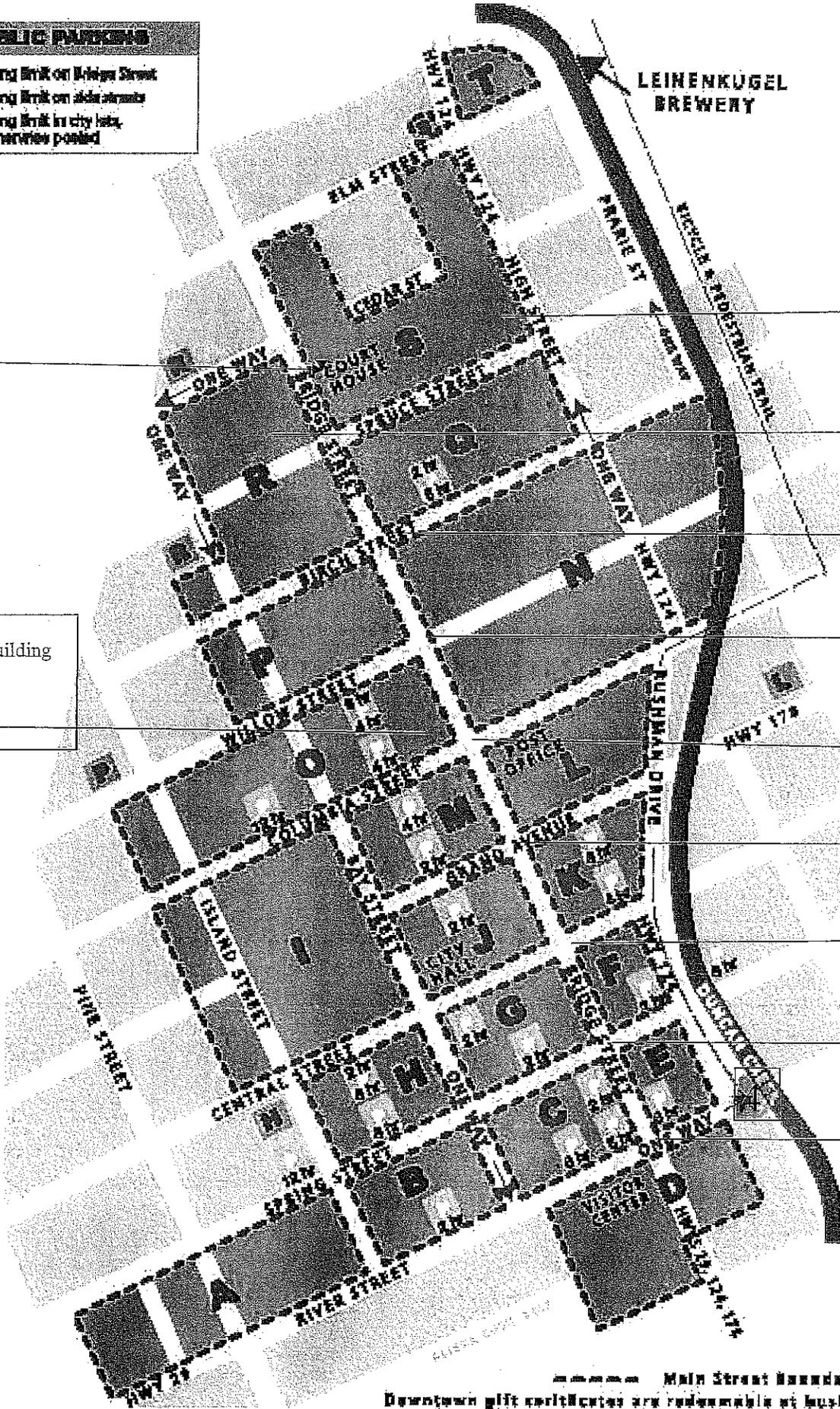
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4

4

Rutledge Building
 5



==== Main Street Boundary
 Downtown lot certificates are redeemable at businesses
 within the Main Street Boundary



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

| | |
|--|--|
| Applicant Name and Address: <u>Teri Quimette, 514 N. Bridge St., Chippewa Falls, WI 54729</u> | Applicant Phone Number: <u>715-723-4661</u> |
|--|--|

| | |
|--|--|
| <input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. | Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <u>Chippewa Falls Main Street, Inc. (same as above)</u> |
|--|--|

| | |
|---|---|
| Name of the event: <u>Pure Water Days Duck Splash Festival</u> | Estimated number of persons participating: <u>3000</u> |
|---|---|

Date and start and end times requested for street use:
August 9th, 2014

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Northeast corner parking lot at River & Bridge Streets intersection (see map)

Use, described in detail, for which the street use permit is requested:

Artists will be doing chainsaw carvings in this lot.

City services requested for the event (e.g., Street Department or Police Department staff time)
We will need about 20 barricades.

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

| | |
|--|------------------------|
| Signature of Applicant <u>[Signature]</u> | Date <u>3/28/14</u> |
|--|------------------------|

OFFICE USE ONLY

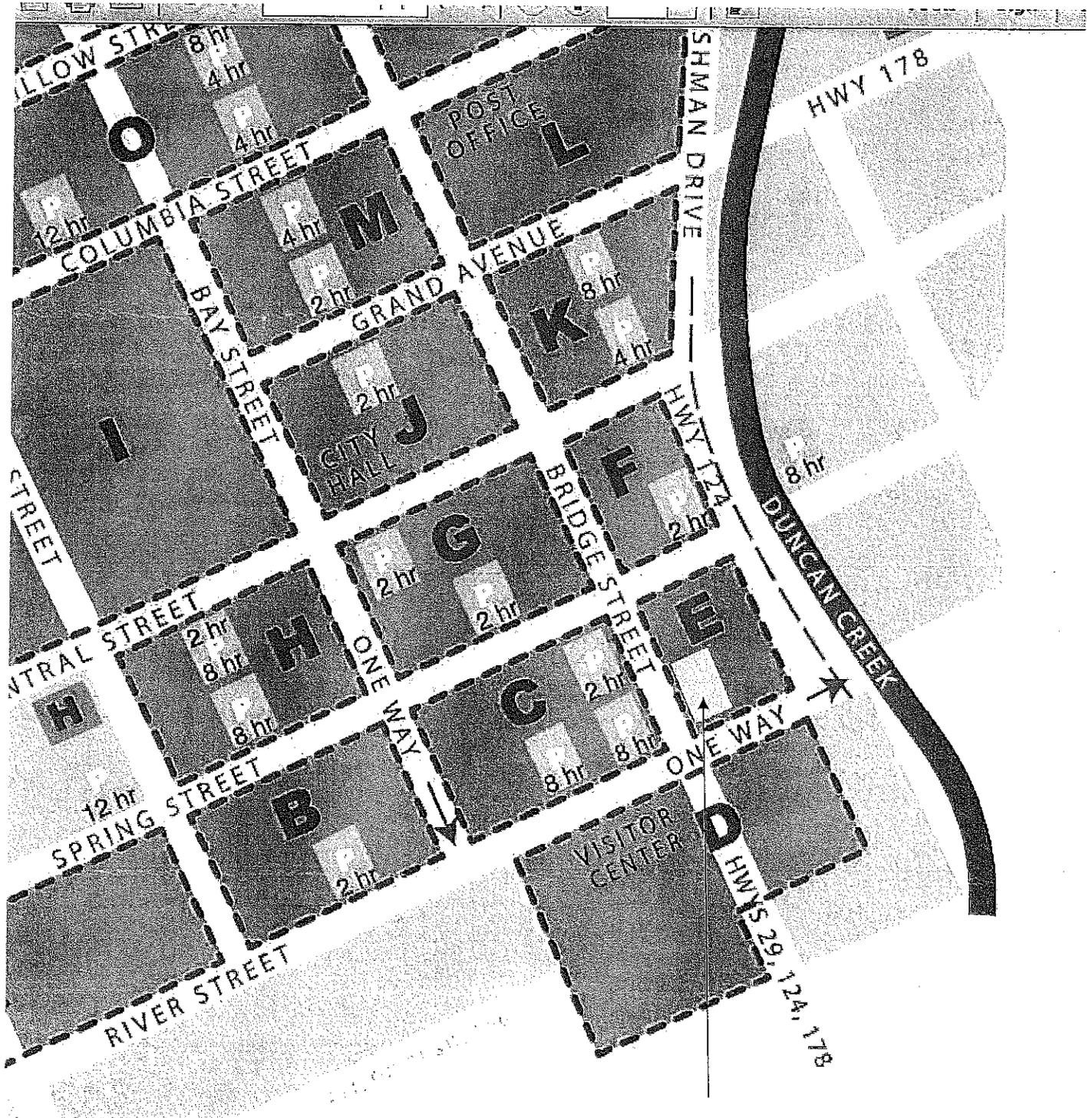
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
No officers needed.
2 staff. 2 hours each total of 4hrs ≈ about \$00

Requirements of Applicant:

| | |
|---|--|
| Approved by: <u>Chief Wally P. Stettin</u> | Signature of Director of Public Works <u>[Signature] PE 9/11/2014</u> |
| Signature of Chief of Police | Signature of Director of Public Works |

Recommendation of Board of Public Works (if required):

Approved Denied



PERMITTED LOT

**FIRST AMENDMENT OF THE ACCESS AGREEMENT BETWEEN THE CITY
OF CHIPPEWA FALLS, WISCONSIN AND LUNDA CONSTRUCTION
COMPANY**

This Amendment to the Access Agreement (Agreement) is entered into as of the _____ day of May, 2014 between the City of Chippewa Falls, Wisconsin, having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company, having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WHEREAS, The City of Chippewa Falls, Wisconsin (“Grantor”) and Lunda Construction Company (“Grantee”) executed an Access Agreement to allow Grantee access to certain premises (the “Premises”) located at the junction of the Union Pacific (“UP”) Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80’ wide for the Grantee’s Permitted Activities; and

WHEREAS, The Access Agreement requires that Grantee to fully restore the Premises in accordance with the Access Agreement no later than May 31, 2014; and

WHEREAS, The Grantee cannot complete the restoration by May 31, 2014 due to delays in the project;

NOW THEREFORE the Parties mutually agree to amend the Access Agreement as follows:

1. That the requirements that the Premises be fully restored by May 31, 2014 be extended so that full restoration will be complete no later than July 31, 2014.

IN WITNESS WHEREOF, The Parties agree that this documents amends in writing the Access Agreement previously executed by the Parties and the Parties have executed this Amendment as of the day and year written above.

GRANTOR:

THE CITY OF CHIPPEWA FALLS, WISCONSIN

By: _____

Name:

Title:

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By: _____

Name:

Title:

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is entered into as of the ^{9th} day of August, 2013 by and between the City of Chippewa Falls, Wisconsin ("Grantor"), having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company ("Grantee"), having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WITNESSETH:

WHEREAS, Grantor is the owner of certain premises (the "Premises") located at the junction of the Union Pacific ("UP") Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80' wide (see Addendum 1); and

WHEREAS, Grantee desires to access certain portions of the Premises to facilitate the staging of materials and maintenance work of the UP Rail bridge (collectively, the "Permitted Activities").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the period commencing on the date of this Agreement and ending on May 31, 2014 (the "Access Period"), Grantee and Grantee's employees (collectively, "Grantee's Representatives") shall have the right to enter upon the Premises stating the intended activity at the Premises to be the staging of materials and equipment and for access to the Grantee's work in refurbishing the UP Rail bridge crossing the Chippewa River. All Permitted Activities shall be conducted in accordance with (i) all applicable federal, state, county and local laws, rules, regulations and ordinances (collectively, "Laws and Regulations"), (ii) Grantor's health, safety and security requirements, and (iii) the terms of this Agreement. Grantor shall have the right to terminate this Agreement at any time on written notice to Grantee. Grantee shall use and cause Grantee's Representatives to use reasonable efforts to avoid disruption of Grantor's activities including disruption of the access or activities of Grantor's agents at the Premises. Nothing contained herein shall be deemed or construed to in any way prohibit, limit, restrict or interfere with the absolute right of Grantor to use and occupy the Premises, and Grantor hereby retains, reserves and shall continue to enjoy all rights of ownership and use in and to the Premises.
2. Grantee shall keep the Premises at all times free and clear of any and all liens arising out of the Permitted Activities and, if any are filed, Grantee shall cause same to be discharged within ten (10) days after receiving notice of same.
3. Grantee shall be liable for and shall indemnify, defend and hold harmless Grantor and its general and limited partners and affiliates, and its and their respective officers, directors, employees and agents (collectively, the "Grantor Parties"), from and against any and all liabilities and damages and claims for damages, suits, proceedings, recoveries, judgments, executions, loss of insurance proceeds, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by any of the Grantor Parties in establishing and enforcing its right to indemnification hereunder) which may be made, had, brought or recovered against the Grantor Parties or any of them by third parties or Grantee or Grantee's Representatives, arising from or related to any activities of Grantee or Grantee's Representatives at the Premises including but not limited to (i) any non-compliance with, or violations of,

Laws and Regulations by Grantee or Grantee's Representatives, (ii) personal injuries or death, or damages to or loss of real, tangible or intangible property of any kind whatsoever, and environmental claims, suffered by Grantee, any of Grantee's Representatives or any Grantor Parties and/or the person or property of any other person or entity and caused by the negligent acts or omissions, or the willful misconduct, of Grantee or Grantee's Representatives, (iii) the introduction by Grantee or Grantee's Representatives of hazardous substances on, above or below the Premises or the aggravation of existing contamination to the extent caused in whole or in part by Grantee or Grantee's Representatives, or (iv) direct or indirect damages due to the breach of this Agreement (the liabilities, damages, claims, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses referred to in this paragraph are hereafter collectively referred to as the "Claims"). Grantee hereby releases and forever discharges the Grantor Parties from, and agrees that Grantee shall waive and not assert any claim of any nature whatsoever against the Grantor Parties or any of them, including, but not limited to, any and all (a) claims for injuries of any kind suffered by Grantee and (b) Claims, except for any such claims or Claims caused by the willful misconduct of the Grantor Parties. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Prior to the exercise by Grantee of its right of entry under this Agreement, Grantee shall furnish to Grantor evidence satisfactory to Grantor that Grantee maintains a policy of commercial general liability insurance with an insurer authorized to do business in the State of Wisconsin rated A+ in Best's Key Rating Guide (or equivalent), or otherwise approved in writing by Grantor, against claims for bodily injury, death and property damage in a single limit amount of not less than \$2,000,000.00 with respect to all claims for bodily injury or death and \$1,000,000.00 with respect to all claims for property damage, . In addition, Grantee shall provide evidence of Workers' Compensation/Employers Liability insurance with a minimum limit of \$500,000.00 per accident; and Automobile Liability insurance with a combined single limit of \$1,000,000.00. All policies of insurance required to be maintained by Grantee pursuant hereto shall (i) name Grantor as an additional insured (except for the policy of Workers' Compensation insurance), (ii) be specifically endorsed to provide a waiver of subrogation in favor of Grantor, and (iii) provide that Grantor shall be given 10 days' prior written notice of the suspension, cancellation, termination, modification, non-renewal or lapse of such policy or a material change in coverage thereunder.

4. Grantee shall promptly restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities and shall promptly repair any damage to the Premises caused by Grantee, or Grantee's Representatives. In the event that environmental conditions prohibit a full restoration at the completion of the Permitted Activities, full restoration will be completed no later than May 31, 2014. The Grantor may survey or cause the Grantee to survey the Premises immediately prior to performing any Permitted Activities and immediately after the conclusion of the Permitted Activities to ensure the restoration is done in compliance with this paragraph. The Grantor shall, at its full discretion, have the authority to determine whether the restoration work has been done to the satisfaction of this paragraph and may direct Grantee to perform additional work to restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities. The Grantor shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the Premises above and beyond the condition it was in immediately prior to the performance of Permitted Activities. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. Any inspection or other services provided by the Grantor to ensure Grantee's compliance with this paragraph will be at Grantee's expense, and Grantor may issue to Grantee invoices for the reasonable cost of inspections or other services to ensure compliance. Grantee shall obtain and Provide a Bond to Grantee to cover the obligations of this paragraph.

5. Any notice given by a party to the other party hereto shall be in writing and given by nationally recognized overnight courier, U.S. certified mail (return receipt requested) or personal delivery, at the address for such other party listed herein, and shall be deemed given when received by the other party.

6. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Wisconsin without giving effect to its conflict of law provisions.

7. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other writing or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This Agreement may not be changed or modified, nor any provision hereof waived, except in writing by the party to be charged thereby.

8. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced by the parties hereby with a valid and enforceable provision which most closely reflects the intent of such parties.

9. In the event that any action or proceeding is commenced to obtain a declaration of rights hereunder or to enforce any provision hereof, whether legal or equitable, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in addition to all other relief to which it may be entitled therein.

10. The failure of Grantor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver by Grantor of its rights to enforce this Agreement in the event of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. The person executing this Agreement on behalf of Grantee been duly authorized to do so by Grantee.

12. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

13. This Agreement shall not be binding and enforceable until a fully executed copy is delivered to each party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF CHIPPEWA FALLS, WISCONSIN

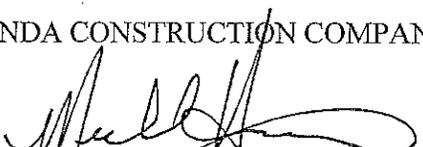
By:  _____

Name: *Gregory Holtman*

Title: *Mayor*

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By:  _____

Name:

Title: *V.P. CONTRACTS*

POLICY NUMBER: GLO654236302

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OF LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8, **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Additional Insured – Automatic – Owners, Lessees Or Contractors



| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| GLO654236302 | 5/31/13 | 5/31/14 | 5/31/13 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Tutor Perini Corporation and related entities

Address (Including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf,
 and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:
 "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
 - 1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work for this project as there may be an additional premium for this endorsement. This premium must be in accordance with the manual rules of the Workers' Compensation Insurance Rating Bureau.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 5/31/13

Policy No. WC654236504

Endorsement No.

Insured: Tutor Perini Corporation and related entities

Premium:

Insurance Company: American Zurich Insurance Company

Bond No. 105931149
Lunda Job Number 9323

SITE RESTORATION BOND

Lunda Construction Company, as Principal, and Travelers Casualty and Surety Company of America of Hartford, CT, as Surety, are held and firmly bound unto City of Chippewa Falls, WI, as Obligee, in the penal sum of Three Thousand Dollars and 00/100 (\$3,000.00) the payment of which we bind ourselves, our heirs, executors and assigns firmly by these presents.

The nature of this obligation is such that the Principal has been issued a Permit from the Obligee located at Union Pacific Railroad over the Chippewa River, Chippewa Falls, WI and intends on making changes, additions and alterations to the leased premises.

Now therefore, if upon termination of the Permit, the Principal removes all additions and equipment belonging to the Principal and restores the premises to the original condition, then this obligation to be void, otherwise to remain in full force and effect.

Notwithstanding anything to the contrary in the Permit, the Bond is subject to the following express conditions:

1. This Bond shall be effective August 7, 2013, and shall remain in full force and effect thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date hereof, or any future expiration date, unless the Surety provides to the Obligee not less than thirty (30) days advance written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
2. Upon the effective date of cancellation or nonrenewal the Surety's liability under this Bond shall cease for any act of default by the Principal, regardless of when the default occurred.
3. Regardless of the number of years this bond is in force, the liability of the Surety shall not be cumulative and shall in no event exceed the amount set forth above or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety. Any demand or request for payment must be made prior to the effective date of cancellation or nonrenewal.
5. This Bond shall be void unless signed and acknowledged by the Obligee below.

SIGNED, SEALED AND DATED this 9th day of August, 2013



Principal
Lunda Construction Company
By: Larry Lunda 8/9/2013
Larry Lunda, President
Travelers Casualty and Surety Company of America



By: Jean M. Feeney
Jean M. Feeney Attorney-in-Fact

Signed and acknowledged as to the Obligee, this _____ day of _____,

By: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226979

Certificate No. 005581011

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, and Nicholas Labbe

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

Lucas Haun

From: Kevin Holcomb
Sent: Thursday, August 08, 2013 3:44 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: FW: Bond Request
Attachments: SureFormDocStructure.pdf

Sandra:

The City of Chippewa Falls has approved the use of the proposed Restoration Bond form. Please proceed with that form (if you haven't already started on it).

Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

The information in this e-mail is confidential and may be privileged. It is intended solely for those to who it is addressed; access to anyone else is unauthorized. If this message has been sent to you in error, do not review, disseminate, distribute, or copy it. Please reply to the sender that you have received the message in error, and then delete it. Thank you for your cooperation.

Spruce up the looks to your e-mails with HTML. Go to Microsoft Office, select Tools, Options, Mail Format, Message Format, and select HTML from the drop down box.

Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

From: Matthew Decur [mailto:mdecur@chippewafalls-wi.gov]
Sent: Thursday, August 08, 2013 3:13 PM
To: Lucas Haun
Cc: Kevin Holcomb
Subject: RE: Bond Request

The City Attorney reviewed and approved the attached form. Please proceed.
Matt

Matthew J Decur, PE
Assistant City Engineer | City of Chippewa Falls
(715) 726-2738

From: Lucas Haun [mailto:lhaun@lundaconstruction.com]
Sent: Thursday, August 08, 2013 8:57 AM
To: Matthew Decur
Cc: Kevin Holcomb
Subject: FW: Bond Request
Importance: High

Matt-

Would the attached bond form work for you?

Luke Haun
Lunda Construction Company

Alliant Insurance Services, Inc.
131 Oliver Street, 4th Floor
Boston, MA 02110
Phone: 617-535-7259 Mobile: 617-378-2050
Fax: 617-535-7204
slopes@alliant.com

From: Kevin Holcomb [mailto:kholcomb@lundaconstruction.com]
Sent: Wednesday, August 07, 2013 4:55 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: Bond Request
Importance: High

Sandra:

Could you please prepare the attached Restoration Bond and mail it to me at the address listed in my signature? The City of Chippewa Falls, WI did not have a standard form for a Restoration Bond so they dug up a Performance Bond. I have made a few changes to it to better describe it as a Restoration Bond. Please review and feel free to make any required legal revisions to make the document legit. Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Spruce up the looks to your e-mails with HTML. Go to Microsoft Office, select Tools, Options, Mail Format, Message Format, and select HTML from the drop down box.

Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

This e-mail and all attachments to it are for the sole use of the intended recipients and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This e-mail may also contain information which is confidential or which is protected from disclosure by privilege. Any unauthorized use, disclosure or distribution of this e-mail and its attachments is prohibited. If you are not the intended recipient, let us know by reply e-mail and then erase and destroy all electronic or other copies of this message.

PO Box 669
Black River Falls, WI 54615
Ph: (715) 284-9491
Fax: (715) 284-9146
Cell: (715) 299-0214

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From: Kevin Holcomb
Sent: Thursday, August 08, 2013 6:35 AM
To: Lucas Haun
Cc: Sandra C. Lopes
Subject: FW: Bond Request
Importance: High

Luke:
Please verify with the City that they will accept this form.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

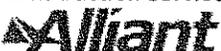
From: Sandra C. Lopes [<mailto:slopes@alliant.com>]
Sent: Thursday, August 08, 2013 6:32 AM
To: Kevin Holcomb
Cc: Lucas Haun
Subject: RE: Bond Request

Kevin:

Travelers has their own Restoration Bond Form that we will use for this bond. Please see attached.

Please let me know if you have any questions.

Sandra C. Lopes, CRIS
Surety Account Manager
Construction Services Group

Alliant

Lunda Construction Company

Union Pacific Railroad Bridge over Chippewa River

Chippewa Co.

Work Road Details/Amendment to 404 Permit

In order to construct the proposed structure, a temporary access road and river causeway will be necessary. Access to the proposed work area will be achieved in the area shown on the site map (attached) which will be off of Technology Way (Industrial Blvd). The existing ground surface in the staging area will be utilized in its current state. If ground conditions deteriorate, base material may need to be placed in the staging area to stabilize the ground surface.

As the work road continues to the north from the staging area, it crosses an open area that is considered a wetland per the DNR Surfacewater Viewer Website. In this area, fabric will be placed on the existing ground surface and covered with approximately 2 feet of select crushed material. There may need to be a few trees that may need to be cleared to provide equipment access into area. A typical cross section for the work road in this area is attached.

In the other portions of the work road north of the staging area, the proposed method of construction will be as follows:

- 1) Clear and Grub Trees approximately 50' wide.
- 2) Strip Topsoil and place in berm alongside work road. Topsoil berm will have temporary seed placed due to length of project.
- 3) A 12" thick layer of select crushed material will be placed to provide an driving surface for the equipment access.

There will be tree clearing required on both sides of the approach spans to provide a working area near the river as well as to complete the required contact work. An additional area in the staging area along the railroad tracks will also be required in order to pick material off of train cars sitting on the rail with a crane located in the staging area.

After the work road has been installed to the river, the cross section of the work road will transition to the Causeway Cross Section detail provided. The fill areas will have DOT Heavy Riprap placed and then capped with 8 – 12" of select crushed material for a driving surface. The causeway will be constructed to an elevation of 843 +/- . The layout of the causeway is provided as an attachment. A dockwall will be constructed in the approximate area shown to provide barge mounted cranes access to the remaining work area.

The purpose for the causeway on the section of the river shown is due to the shallow water depths (3-4 feet) that were checked onsite approximately 50' upstream from the existing pier noses. Due to the size of the equipment needed to complete this project, the barges would not be able to float in this area.

After the construction of the bridge and existing pier substructure removals have been completed, the causeway and dockwall will be removed. During the removal of the causeway, turbidity barrier will be placed down river to attempt to capture sediment that would become suspended during the causeway removal. This work will be completed in stages to prevent an excessive length of turbidity barrier to be left exposed to the river current. When the turbidity barrier needs to be relocated to continue the removal operations, the removal operations will stop, the turbidity barrier will be relocated and then the causeway removal operations will commence again. This process will be repeated until the causeway has been removed.

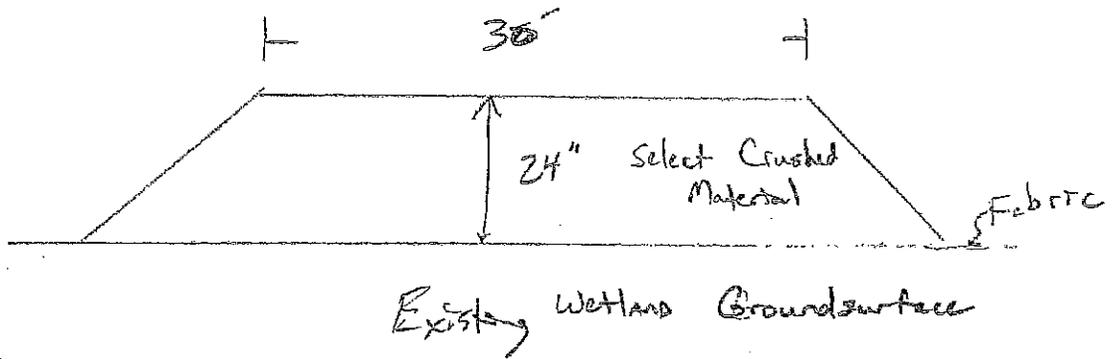
After the causeway has been removed, all of the existing selected crushed material (and fabric in the wetland area) will be removed. The areas where the topsoil was stripped will have the topsoil spread back out over the disturbed ground surface and seeded. The areas near the river will have mat placed as a cover. The other areas will have mulch placed as necessary. The DNR will be invited onsite to review these operations and to provide direction/input as needed during this work.

Work would commence once the permits have been procured on the access road/causeway. The initial schedule shows that the work road removal would start towards the end of December, 2013.

Chippewa Falls UPRR Wetland Area

7/9/13

Work Road Cross Section

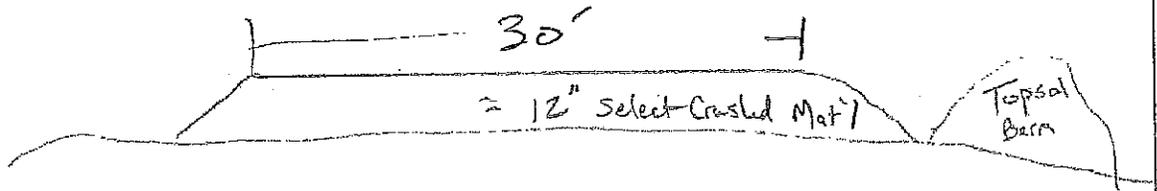


7/9/13

Access Road

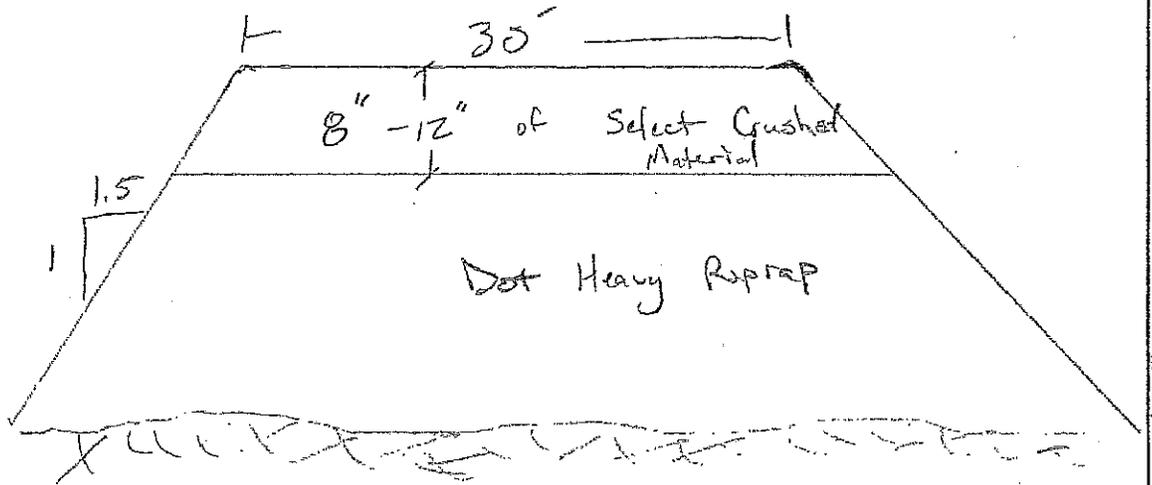
Typical Cross Section

(Non-wetland Areas)

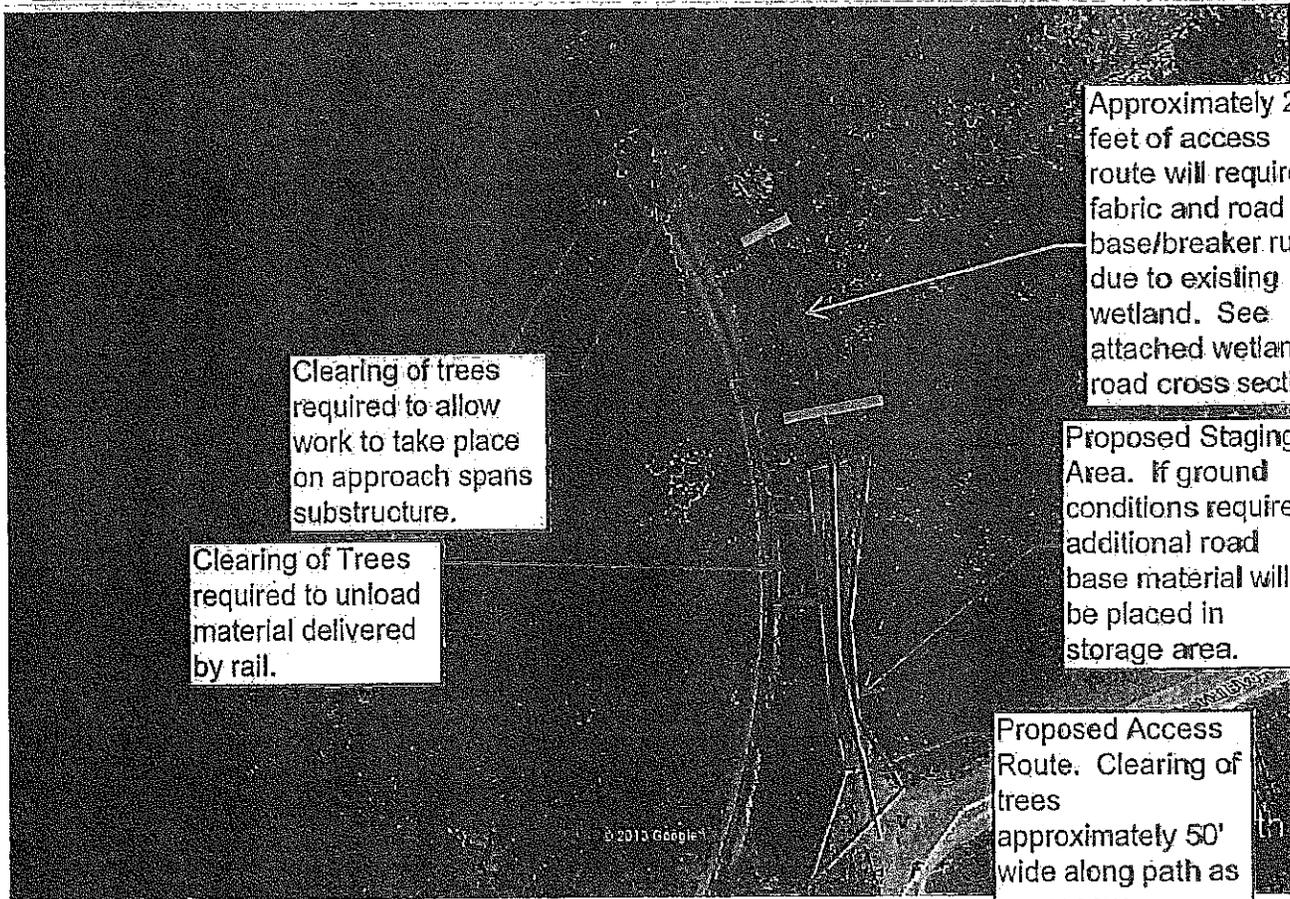


Chippewa Falls UPRR Causeway Cross Section

7/9/13



Site Plan



Clearing of trees required to allow work to take place on approach spans substructure.

Clearing of Trees required to unload material delivered by rail.

Approximately 225 feet of access route will require fabric and road base/breaker run due to existing wetland. See attached wetland road cross section.

Proposed Staging Area. If ground conditions require, additional road base material will be placed in storage area.

Proposed Access Route. Clearing of trees approximately 50' wide along path as necessary.

Google earth



**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 22, 2013 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 22, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Luke Haun of Lunda Construction.

1. **Motion** by Adrian, seconded by Bauer to approve the minutes of the July 8, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Luke Haun of Lunda Construction appeared to request using an approximate 100' x 600' parcel of land North of Technology Way and South of the Chippewa River to facilitate an upgrade of the Union Pacific Railroad Bridge over the Chippewa River. Mr. Haun passed out examples of tipped piers, (attached), to demonstrate the need for the bridge replacement. He noted that the South shore line was shallow and not "Barge accessible". He stated a 210 ton crane would be utilized which would require a crushed gravel base course access road. He continued that the use of the parcel would be restored to the existing condition after the bridge project. He stated that he was already working with WI Dept. of Natural Resources to facilitate restoration of an existing wetland located on the parcel. Mayor Hoffman and Director of Public Works Rubenzer asked about compensation for a temporary limited easement. Mr. Haun then stated no funding had been planned for the access. He stated that the project was estimated to begin in August, 2013 and be completed by December 31, 2013. Rubenzer stated that post-construction conditions should match pre-construction conditions and that proof of insurance, (\$1,000,000 umbrella), and a bond should be required. Senn suggested pre and post-construction pictures and authorizing Director of Public Works Rubenzer to do monthly progress inspections and a final walk through to ensure compliance. Also to require a contract and agreement that included all details.
After more discussion about compensation for a temporary limited easement, **Motion** by Senn, seconded by Adrian that the Common Council allow Lunda Construction to use a City owned parcel between Technology Way, (at intersection with Jeffers Street), and the Chippewa River. The use is for access to the Union Pacific Railroad Bridge for repair and replacement and is contingent on an agreement between Lunda Construction and the City of Chippewa Falls that includes:
 - 1) Assurance that post-construction conditions match pre-construction conditions and approved by Director of Public Works Rubenzer after a final walk through.
 - 2) Bond and insurance are submitted and approved by Lunda Construction.**All present voting aye. MOTION CARRIED.**

3. The Board discussed the request of Notre Dame Church to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat. Rubenzer noted that it was presently being used as a parking lot for the church

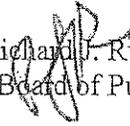
and that in previous years the City of Chippewa Falls had paved the street and completed pot hole repairs. He stated that there was no city benefit for continuing to maintain the said section of street right-of-way. Mayor Hoffman was concerned about "selling" a City owned parking lot to Central Lutheran Church and then "giving" this to Notre Dame Church. Rubenzer noted that this was public right-of-way and would need to be discontinued and didn't believe it could be "sold".

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council find it in the public interest to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat and is contingent upon

- 1) Any notice and advertising fees be paid by Notre Dame Church.
- 2) Review and approval of City Attorney Ferg.

All present voting aye. MOTION CARRIED.

4. Motion by Adrian, seconded by Senn to adjourn. All present voting aye. MOTION CARRIED. The Board of Public Works meeting adjourned at 6:17 P.M.


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

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

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

FEE \$ 10.00

Application Date: 4/16/14

Town Village City of Chippewa Falls County of Chippewa

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

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

at the premises described below during a special event beginning 5/24/14 and ending 5/24/14 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Fraternal Order of Eagles

(b) Address 2588 Hwy 53 Chippewa Falls WI 54729
(Street) Town Village City

(c) Date organized 1936-Feb 7th

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers: (cell phone/telephone number)

President Brent Jaenke 3801 Robin Rd Eau Claire WI 54703

Vice President Jeff Skaland - 3113 Venus Ave Eau Claire 54703

Secretary Larry Smith 1824 11th St Eau Claire WI 54703

Treasurer Brad Ruppert 10564 24th Ave Eau Claire, WI 54703

(g) Name and address of manager or person in charge of affair: Pauline Connor - 316 S Prairie St
715-577-4431 Chippewa Falls WI 54729

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

(a) Street number 225 Edward St. Chippewa Falls, WI - Northern Wisconsin

(b) Lot _____ Block State fair grounds

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

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover. Beer will only be in beer garden in the fair grounds (back beer garden). Wristbands provided to 21 and older at time of registration. 15th

3. NAME OF EVENT

(a) List name of the event The 02 Run Minors Present? Yes

(b) Dates of event & times 8am - 2pm Reason for Minors being present: _____

DECLARATION

It is a family run raising money for charity. Everyone will be 21 and older.

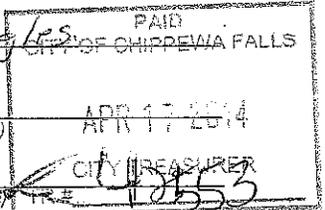
The Officer(s) of the organization, individually and together, declare under penalties of law that the information provided in this application is true and correct to the best of their knowledge and belief.

Officer Jeffery R. Skaland
(Signature/date)

Officer Pauline Connor
(Signature/date)

Officer Bradley T. Ruppert
(Signature/date)

Officer Brent C. Jaenke
(Signature/date)



Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Dept Approval: Chf Wally L. [Signature]

Date: 04-28-14

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

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

FEE \$ 10.00

Application Date: _____

Town Village City of Chippewa Falls County of Chippewa

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

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

at the premises described below during a special event beginning June 18, 2014 and ending June 18, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Chippewa Falls Area Chamber of Commerce

(b) Address 10 South Bridge Street, Chippewa Falls
(Street) Town Village City

(c) Date organized 1910

(d) If corporation, give date of incorporation _____

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

(f) Names and addresses of all officers: (including cell/telephone numbers)

President Mike Jordan See attachment

Vice President Board Chair - Bill Mercer

Secretary Chair-elect - John Manier

Treasurer Tom Etmund

(g) Name and address of manager or person in charge of affair: Mike Jordan, 10 South Bridge Street, Chippewa Falls

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

(a) Street number Northern WI State Fairgrounds, 331 Jefferson Avenue 225 Edward St. C.F.

(b) Lot Beer Garden Block _____

(c) Do premises occupy all or part of building? No

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

Minors Present? Yes Wrist bands for 21 and older. Reason for Minors being Present? _____

3. NAME OF EVENT Dinner and childrens activities in hall.

(a) List name of the event June Dairy Day Dinner

(b) Dates of event and times June 18, 2014 5 - 8:30 pm

DECLARATION

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

Officer Tom Etmund
(Signature/date)

Officer [Signature]
(Signature/date)

Date Filed with Clerk APR - 9 2014

Date Granted by Council _____

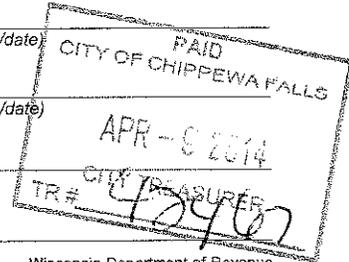
Chippewa Falls Area Chamber of Commerce
(Name of Organization)

Officer [Signature]
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board _____

License No. _____



AT-315 (R. 5-11) Wisconsin Department of Revenue

POLICE CHIEF APPROVED DENIED Chief Wally P. S. [Signature]

June Dairy Day Dinner Information

Mike Jordan
11377 121st Street
Chippewa Falls, WI 54729
(715)379-4042

William Mercer
2040 46th Avenue
Elk Mound, WI 54739
715-874-4921

John Manier
119 W. Yellow Street
Cadott, WI 54727
715-289-4902

Tom Etmund
1044 W, Cedar Street
Chippewa Falls, WI 54729
715-720-1175

We will have wristbands at the beer garden.



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

| | | |
|---|--|---|
| Name of Applicant: Chippewa Falls Area Chamber of Commerce | Address of Applicant: 10 South Bridge Street, Chippewa Falls | |
| Name of Premises to be Licensed: Northern Wisconsin State Fairgrounds | Address of Premises: 331 Jefferson Avenue , Chippewa Falls <i>225 Edward St.</i> | Date(s) of Event (Class "E" Licenses only): June 18, 2014 |
| Class of License Applied for: | Class "A" Annual <input type="checkbox"/> | \$125.00 |
| | Class "B" Annual <input type="checkbox"/> | \$80.00 |
| | Class "C" Annual <input type="checkbox"/> | \$30.00 |
| | Class "D" Annual <input type="checkbox"/> | \$25.00 |
| | Class "D" If holder of Class "C" <input type="checkbox"/> | \$10.00 |
| | Class "E" <input checked="" type="checkbox"/> | \$10.00/day |
| | Live Music Annual <input type="checkbox"/> | \$30.00 |
| | Juke Box <input type="checkbox"/> | \$30.00 (annual) |

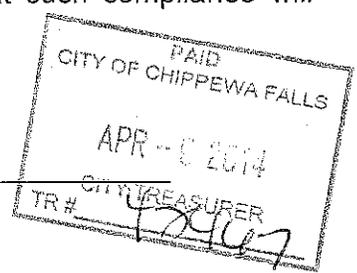
EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

 Signature of Applicant

 Date 4-7-14



Attest:

 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

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

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

FEE \$ 10.00

Application Date: April 3, 2014

Town Village City of Chippewa Falls County of Chippewa

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

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

at the premises described below during a special event beginning June 20, 2014 and ending June 20, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Eau Claire Children's Theatre, Inc.

(b) Address 1814 Oxford Avenue Eau Claire, WI 54703
(Street)

Town Village City

(c) Date organized Fall, 1988

(d) If corporation, give date of incorporation March 10, 1989

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

(f) Names and addresses of all officers: (including cell/telephone numbers)

President Kim Accola 715-271-3989

Vice President Dan Ekblad 715-828-1436

Secretary Sharon McIlquham 715-456-8111

Treasurer Sarah Otto 715-271-2545

(g) Name and address of manager or person in charge of affair: Wayne Marek 1814 Oxford Ave. Eau Claire, WI 54703

Cell (715) 271-3360

CITY OF CHIPPEWA FALLS

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

(a) Street number Northern Wisconsin State Fairgrounds- Beer Garden

(b) Lot _____ Block _____

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

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

Reason for Minors being Present?

Yes- possibly; target crowd though is adults

Minors Present?

3. NAME OF EVENT

(a) List name of the event UV Splash 5K by Color Dash

(b) Dates of event and times Friday, June 20, 2014 8pm Packet pick up; 10pm Race; 11:30pm Event ends

DECLARATION

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

Eau Claire Children's Theatre

(Name of Organization)

Officer [Signature] 4.8.14

(Signature/date)

Officer [Signature] 4/8/14

(Signature/date)

Officer [Signature] 4/8/14

(Signature/date)

Officer _____

(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Chief Wally L. Skur

04-29-2014

BMM
4/28/14

APR 16 2014

APR 18 2014
CHIPPewa FALLS
TR # 48545



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|--|---|------------------|--------------------------|----------|------------------|--------------------------|---------|------------------|--------------------------|---------|------------------|--------------------------|---------|----------------------------------|--------------------------|---------|-----------|-------------------------------------|-------------|-------------------|--------------------------|---------|----------|--------------------------|------------------|
| Name of Applicant: Eau Claire Children's Theatre | Address of Applicant: 1814 Oxford Ave. Eau Claire, WI 54703 | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name of Premises to be Licensed: Northern Wisconsin State Fairgrounds | Address of Premises: 225 Edward St. Chippewa Falls, WI 54729 | Date(s) of Event (Class "E" Licenses only): June 20, 2014 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class of License Applied for: | <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table> | | Class "A" Annual | <input type="checkbox"/> | \$125.00 | Class "B" Annual | <input type="checkbox"/> | \$80.00 | Class "C" Annual | <input type="checkbox"/> | \$30.00 | Class "D" Annual | <input type="checkbox"/> | \$25.00 | Class "D" If holder of Class "C" | <input type="checkbox"/> | \$10.00 | Class "E" | <input checked="" type="checkbox"/> | \$10.00/day | Live Music Annual | <input type="checkbox"/> | \$30.00 | Juke Box | <input type="checkbox"/> | \$30.00 (annual) |
| Class "A" Annual | <input type="checkbox"/> | \$125.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class "B" Annual | <input type="checkbox"/> | \$80.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class "C" Annual | <input type="checkbox"/> | \$30.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class "D" Annual | <input type="checkbox"/> | \$25.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class "D" If holder of Class "C" | <input type="checkbox"/> | \$10.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Class "E" | <input checked="" type="checkbox"/> | \$10.00/day | | | | | | | | | | | | | | | | | | | | | | | | |
| Live Music Annual | <input type="checkbox"/> | \$30.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Juke Box | <input type="checkbox"/> | \$30.00 (annual) | | | | | | | | | | | | | | | | | | | | | | | | |

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

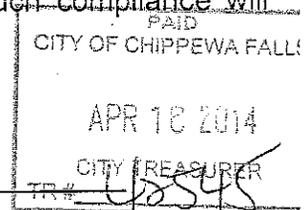
I have read and understand the above.



 Signature of Applicant

4-8-14

 Date



Attest: 

 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

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

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

FEE \$ 10.00

Application Date: 03/28/14

Town Village City of Chippewa Falls County of Chippewa

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

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

at the premises described below during a special event beginning May 25, 2014 and ending May 25, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name Chippewa Valley Century Ride LLC.

(b) Address P.O. Box 975, Chippewa Falls WI 54729
(Street) Town Village City

(c) Date organized 09/05

(d) If corporation, give date of incorporation 5/2006

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

(f) Names and addresses of all officers: (cell phone/telephone number)

President Lairy Normand 2430 170th St. CF WI 54729 715-~~723-0177~~ 123-0177
 Vice President Greg Dachel 922 Bluffview Ct, CF, WI 54729 715 723-6071
 Secretary Michael Buchmann 930 Bluffview Circle CF 715 726-2252
 Treasurer Jeanne Gustafson 1149 47th Ave Chippewa Falls WI 54729 715 726-1439

(g) Name and address of manager or person in charge of affair: Michael Buchmann (same as above) 1439 Cindy Meyer 11445 105th Ave, CF WI 54729 715-210-5791

2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD: Not sold but included with meal to those over 21 years of age.

(a) Street number Irvine Park & Pavilion, Kitchen, REC Building

(b) Lot _____ Block _____

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

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

IDs will be checked at registration. 21 and older get a different wrist band than 20 and under. 157M

3. NAME OF EVENT

(a) List name of the event LeMonkugel's Chippewa Valley Century Ride Minors Present? Yes

(b) Dates of event & times 6AM - 8PM Reason for Minors being present: They may be participating in the ride or may be volunteering to work at the ride

DECLARATION

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

Officer Michelle Burk 4/22/2014
(Signature/date)

Chippewa Valley Century Ride
(Name of Organization)

Officer Lairy J. Normand
(Signature/date)

Officer _____
(Signature/date)

Officer G. Dachel
(Signature/date)

Date Filed with Clerk APR 23 2014

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Dept Approval: Cliff W. Schmitt Date: 04-28-14



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

APR 23 2014

Applicant Name and Address: Chippewa Valley Century Ride / Jeanne Gustafson Applicant Phone Number: 715 720 1439

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.
Mike Bachmann - 930 Bluffview Circle, Chippewa Falls WI 54729 715-726-2252

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
Chippewa Valley Century Ride P.O. Box 975 Chippewa Falls WI 54729

Name of the event: Cell 715 497 2450 Leinenkugel's Chippewa Valley Century Ride Estimated number of persons participating: 400-500

Date and start and end times requested for street use:
May 25, 2014 6AM - 8:00 PM

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
We start & end in Irvine Park. We are not requesting anything different be done on any streets

Use, described in detail, for which the street use permit is requested: Bikers will use a few streets on the route including: Jefferson, First Ave, Italblich, Kennedy, S. Irvine Park Rd & Wolf Rd.

City services requested for the event (e.g., Street Department or Police Department staff time)
None - We notify all Towns, Cities, Villages of the event & also Sheriff & C.F. Police but request no special services

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

Signature of Applicant: Jeanne Gustafson Date: 03/28/14

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
No police services required.

Requirements of Applicant:
If any traffic cones or barricades are needed, please check them out at the City Garage #5 Burke Riverside Drive before noon on Friday, May 23, 2014 and return on Tuesday, May 25, 2014
RJK

Approved by: [Signature] Signature of Chief of Police
[Signature] P.E. Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied

P.O. Box 975
Chippewa Falls, WI 54729
April 24, 2014

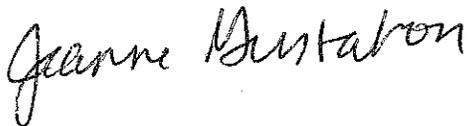
City of Chippewa Falls
Richard Rubenzer, City Engineer
30 W. Central St.
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

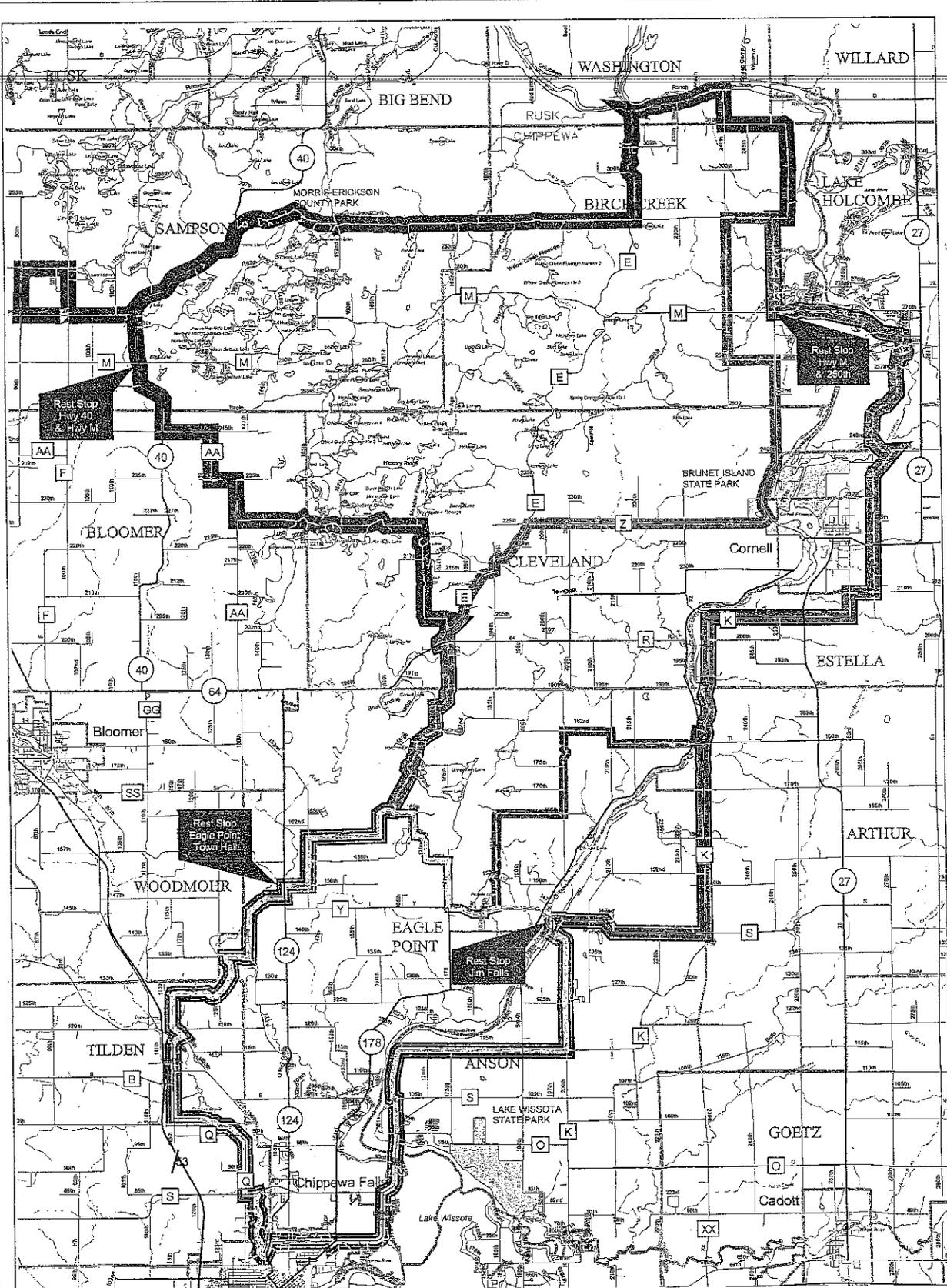
This letter is to advise you of the upcoming Chippewa Valley Century Ride. The bike ride is scheduled for Sunday, May 25, 2014. This letter is just to make you aware of additional bike riders on the roads on Sunday May 25th.

A map of the likely routes has been included with this letter. We would try to re-route the ride if there is any road construction on the proposed route on that day. If you know of any upcoming road construction on this route, I would appreciate if you could contact me or our map coordinator, Dan Gustafson at 715-720-6267 or dgustafson@sehinc.com Thank you for your help.

Sincerely,



Jeanne Gustafson
Treasurer, Chippewa Valley Century Ride
715-720-1439
jeannegustafson@att.net



Legend

-  35 MILE
-  50 MILE
-  75 MILE
-  100 MILE

**CHIPPEWA VALLEY
CENTURY RIDE**



** SEE BACK FOR DETAILED DIRECTIONS AND REST STOPS **



CITY OF CHIPPEWA FALLS CITY CLERK
STREET USE PERMIT APPLICATION 30 W CENTRAL ST
 CHIPPEWA FALLS WI 54729

| | |
|--|---|
| Applicant Name and Address: <i>Paul A. Krumenauer 6591 55th St Chippewa Falls</i> | Applicant Phone Number: <i>715-874-6805</i> <i>715-728-4820</i> |
|--|---|

| | |
|--|--|
| <input type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. <i>Roberta Christensen</i> <i>Midwest Division / American Cancer Society</i> <i>2519 N Hillcrest Park Way Suite 100</i> <i>Altoona WI 54720 715-514-2250</i> | Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>→ Same</i> |
|--|--|

| | |
|---|--|
| Name of the event: <i>Chippewa County Relay for Life</i> | Estimated number of persons participating: <i>1000+</i> |
|---|--|

Date and start and end times requested for street use:
July 25 - July 26 Start time 3:30 p.m. End time 1:00 a.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Tropicana Bl. between Belair Bl. and Mansfield St

Use, described in detail, for which the street use permit is requested:
To use as a walking track to raise money for the Cancer Society

City services requested for the event (e.g., Street Department or Police Department staff time)
Will need 8 barricades. Will pick up on the 25th and return on the 26th.

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

| | |
|---|-------------------------------|
| Signature of Applicant <i>Paul A. Krumenauer</i> | Date <i>April 13, 2014</i> |
|---|-------------------------------|

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
No police service requested nor needed.

Requirements of Applicant:
Pickup barricades prior to Noon on July 25, 2014 and return to city garage @ S Bank-Riverside Drive on Monday, July 28, 2014. Pje

| | |
|---|--|
| Approved by: <i>Chief Wally L. SHM</i> | Signature of Director of Public Works <i>Richard J. Rutz PE</i> |
| Signature of Chief of Police | Signature of Director of Public Works |

| | | |
|--|-----------------------------------|---------------------------------|
| Recommendation of Board of Public Works (if required): | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |
| Decision of City Council (required): | <input type="checkbox"/> Approved | <input type="checkbox"/> Denied |



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: FOOD PANTRY @ 521 N BRIDGE ST
RENEE WURZER, THE SALVATION ARMY CHIPPEWA FALLS WI 54729 Applicant Phone Number: 715 726 9506

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.
715 726 9506
cell 715 933 0083

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: TAX ID# 36-2167910
THE SALVATION ARMY
10 W ALGONQUIN RD
DES PLAINES IL 60016

Name of the event: STAMP OUT HUNGER Estimated number of persons participating: 100

Date and start and end times requested for street use:
MAY 10 SATURDAY 2014 10:00 AM TO 5:00 PM

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
ON STREET PARKING ADJOINING THE SALVATION ARMY BUILDING

Use, described in detail, for which the street use permit is requested:
TEMPORARY LOADING ZONE FOR POSTAL CARRIERS DROPPING OFF FOOD DONATIONS

City services requested for the event (e.g., Street Department or Police Department staff time)
NONE

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

Renee Wurzer 4/21/2014
 Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
No Police Service Required.

Requirements of Applicant:
Check out and pick up any ~~car~~ traffic cones or barricades necessary for this event on Friday, May 9, 2014 prior to noon and return on Monday, May 11, 2014. Pick up at City Garage / Stop 5 Brook-Riverside Drive. RW 4/23/2014

Approved by: [Signature] [Signature] PE 4/24/2014
 Signature of Chief of Police Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

| | | |
|---|--|--|
| Applicant Name and Address: <i>Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729</i> | | Applicant Phone Number: <i>715-723-1616</i> |
| <input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. | Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>Chippewa Falls Main Street, Inc. (same as above)</i> | |
| Name of the event: <i>Pure Water Days Duck Splash Festival</i> | Estimated number of persons participating: <i>3000</i> | |
| Date and start and end times requested for street use: <i>August 9th, 2014</i> | | |
| Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): <i>Northeast corner parking lot at River & Bridge Streets intersection (see map)</i> | | |
| Use, described in detail, for which the street use permit is requested: <i>Artists will be doing chainsaw carvings in this lot.</i> | | |
| City services requested for the event (e.g., Street Department or Police Department staff time) <i>We will need about 20 barricades.</i> | | |
| The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit. | | |
| Signature of Applicant <i>[Signature]</i> | | Date <i>3/28/14</i> |

OFFICE USE ONLY

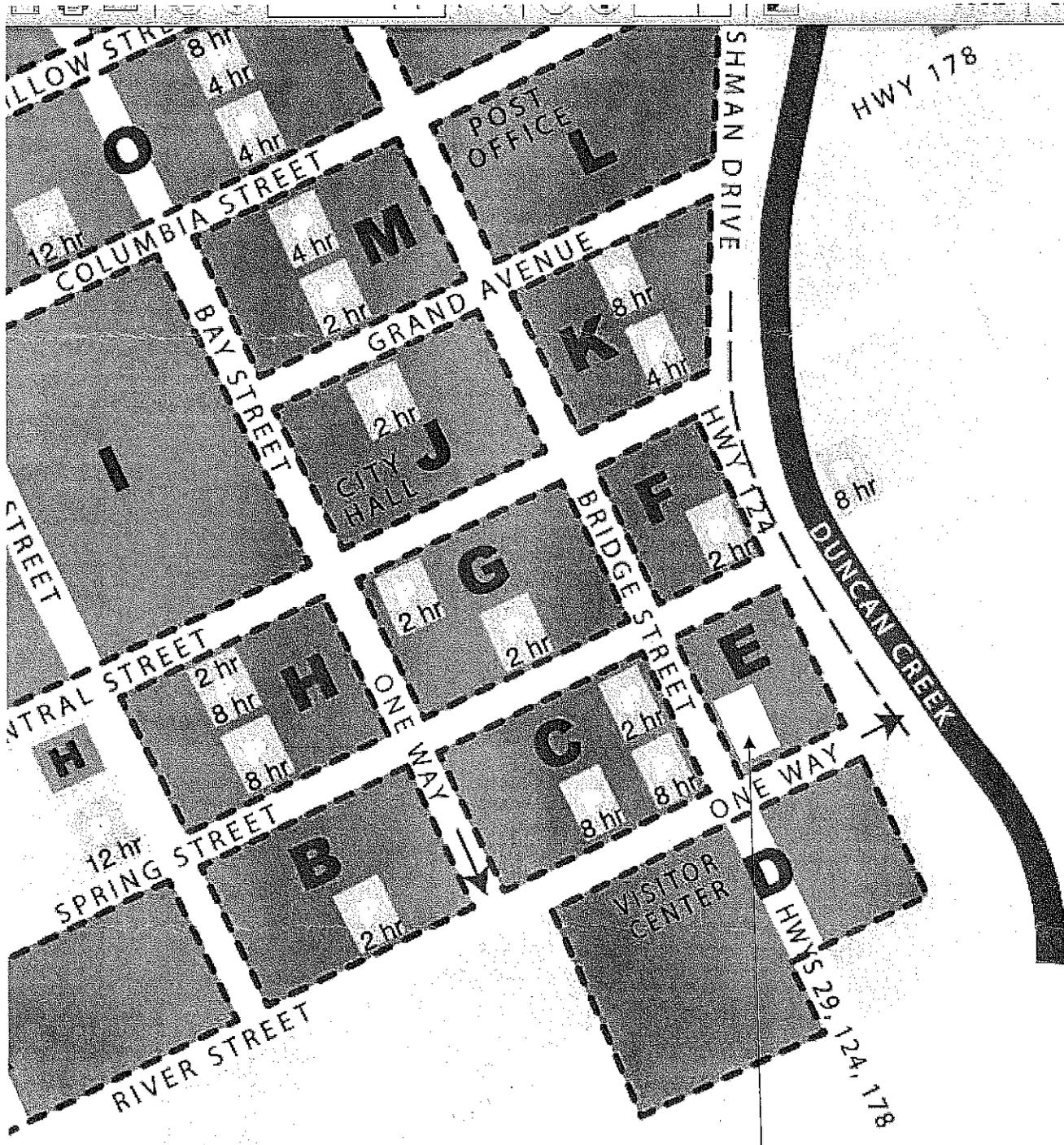
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
No officers needed.
2 staff 2 hours each total of 4hrs ≈ about \$00

Requirements of Applicant:

Approved by:
Chief Wally P. Stettin *Richard J. Kutz PE 4/11/2014*
Signature of Chief of Police Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied



PERMITTED LOT



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI 54729 Applicant Phone Number: 715-723-6661

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. (same info. as above)

Name of the event: Pure Water Days Parade Estimated number of persons participating: 8000+

Date and start and end times requested for street use: Saturday, August 9th, 2014 1:00 pm

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): Bridge St. at Elm to E. Spring St. (including the Market Lot)

Use, described in detail, for which the street use permit is requested: Pure Water Days Parade - floats, walking and animal units

City services requested for the event (e.g., Street Department or Police Department staff time) We will need barricades (see attached map) as well as approximately 5 police officers to help with crowd control.

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

Signature of Applicant: [Signature] Date: 3/28/14

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
 $5 \text{ officers} - 2 \text{ hrs each} = 10 \text{ hours total} \times \$40 \text{ per hour} = \$400$
 $2 \text{ staff} - 8-10 \text{ hrs each} = 20 \text{ hours total} \times \$34 \text{ per hour} = \$680 / \1080

Requirements of Applicant:

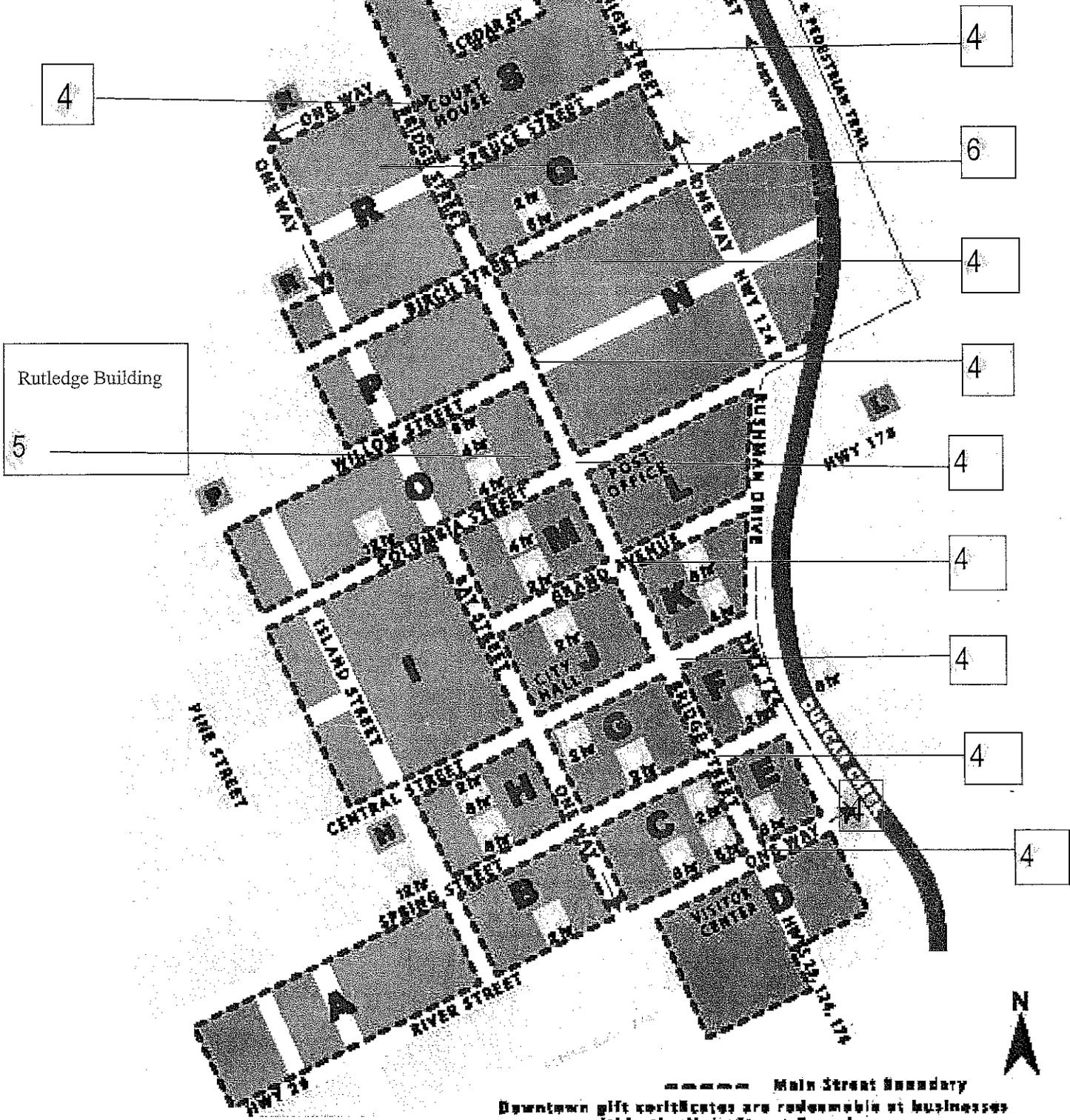
Approved by: [Signature] Signature of Chief of Police
[Signature] PE 4/21/2014 Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied

Barricades

PUBLIC PARKING
 1 hour parking limit on Bridge Street
 2 hour parking limit on side streets
 2 hour parking limit in city lots, unless otherwise posted



----- Main Street Boundary
 Downtown gift certificates are redeemable at businesses within the Main Street Boundary



11TH

CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: **TOMAHAWK ROOM 306 N BRIDGE ST** Applicant Phone Number: **(715) 861-5052**
KEVIN BOWE

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

Name of the event: **BRATS AND BEERS** Estimated number of persons participating: **50**

Date and start and end times requested for street use: **5/10/14 12pm - 6pm**

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): **ONE PARKING SPOT IN FRONT OF THE TOMAHAWK ROOM 306 N. BRIDGE ST.**

Use, described in detail, for which the street use permit is requested: **GRILLING BRATS TO BE SERVED IN THE TOMAHAWK ROOM**

City services requested for the event (e.g., Street Department or Police Department staff time) **NONE**

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

Signature of Applicant: *[Signature]* Date: **4/9/14**

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): *NO additional costs generated for Police. I would, if approved, require the parking space to be completely barricaded off from the street and public safety is the priority.*

Requirements of Applicant: *Come off parking stall the day of the event. Get cones @ City Garage on Friday May 9, 2014 and return on Monday May 12. ^{5 River St}*

Approved by: *[Signature]* Signature of Director of Public Works: *[Signature]* **4/17/14**

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

June 19, 2013

Via U.S. Mail

Mr. Kevin Bowe
Tomahawk Room
306 N Bridge Street
Chippewa Falls WI 54729

Reference: Sidewalk Use Permit Application

Dear Mr. Bowe:

Enclosed is the Sidewalk Use Permit as approved by Council last night.

Councilors Hanke and Hicks indicated that in the future, it would be preferred you apply for a Street Use Permit and cordon off a parking stall for grilling as opposed to using the sidewalk.

Should you have any questions, please contact this office at the number listed below.

Best Regards,

Bridget Givens
City Clerk

Enclosure (1)

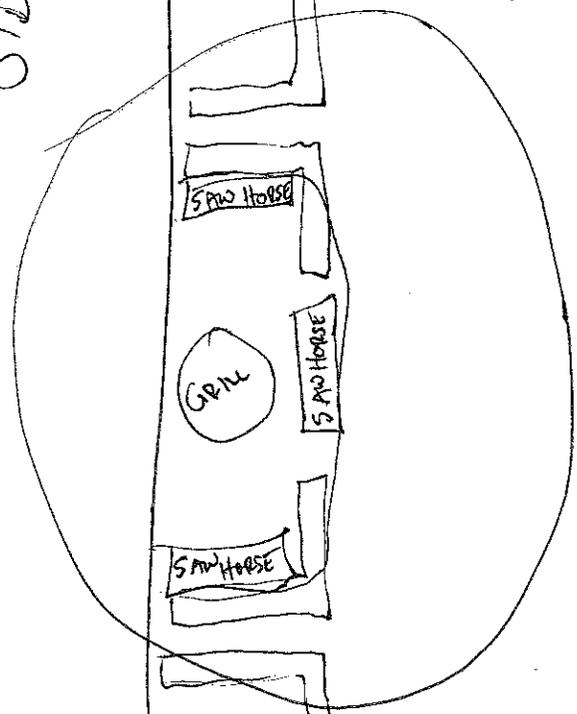
LIFE
FITNESS

SIDEWALK

THIS
PARKING
SPOT

TOMAHAWK
ROOM

CHECK
ADVANCE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2014

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 Corey-Burstad Insurance Agency 2396 Hallie Road Suite 5 Chippewa Falls, WI 54729 | CONTACT NAME: Neil Halmstad |
| | PHONE (A/C, No, Ext): 715-723-0600 FAX (A/C, No): 715-723-0900 |
| | E-MAIL ADDRESS: neil@burstadinsurance.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Society Insurance NAIC # 15261 |
| INSURED Tilden Shire LLC DBA Tomahawk Room 306 N Bridge St Chippewa Falls, WI 54729-2407 | INSURER B: |
| | INSURER C: |
| | INSURER D: |
| | INSURER E: |
| | INSURER F: |
| | |

COVERAGES CERTIFICATE NUMBER: **80233399-26716** REVISION NUMBER: **2**

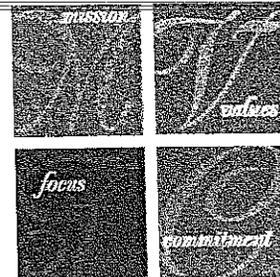
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | TRM 556807 | 09/05/2013 | 09/05/2014 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC 556808 | 09/05/2013 | 09/05/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |

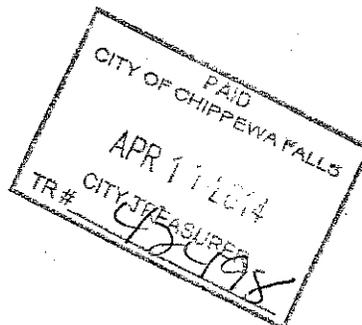
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Chippewa Falls 30 W Central St Chippewa Falls, WI 54729 | 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  (NSH) |



April 9, 2014



Chippewa Falls City Clerk
30 W. Central St.
Chippewa Falls, WI 54729

RE: Appointment of Agent
Kwik Trip 381
13263 - 46th Ave.

Dear City Clerk:

Effective April 25, 2014 Jim Paczkowski will be assigned to a new position within our company. In his place, Tyler Horel will be assigned as the manager of Kwik Trip 381. Therefore, we would like to appoint Tyler as the new agent of the store.

Enclosed please find the completed Appointment of Agent and Auxiliary Questionnaire forms and \$10.00 administrative fee. I respectfully request that you include this item on the agenda of your next City Council meeting for consideration.

Please do not hesitate to contact me at (608) 793-6262 if you require anything further. Thank you for your assistance with this matter.

Yours truly,

Deanna Hafner
Licensing Agent

Enclosures



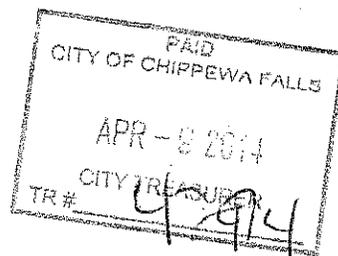
ANNUAL OUTDOOR BEER GARDEN APPLICATION

Renewal

New Applicant

| | | | |
|--|--|--|--|
| Name of Applicant: <i>Linda K Roycraft</i> | | Address of Applicant: <i>20491 20th Ave Chippewa Falls WI 54729</i> | |
| Telephone Number (Applicant): <i>715-726-9362</i> | Trade Name: <i>The Fall Inn Station</i> | Telephone Number (Premises): <i>715-723-6551</i> | |
| Address/Description of Premises: <i>104 W. Columbia St Chippewa Falls WI 54729 Bar + Restaurant</i> | | | |
| Owner of Premises: (If applicant does not own premises, require proof of knowledge/approval of owner) | | | |

REQUIRED INFORMATION: A scaled plan indicating property boundaries, buildings, driveways, parking spaces and beer garden area must be submitted for review. Please include other pertinent information such as fencing type and height, gates, illumination, etc. Plan not required for renewals that do not involve changes.



Inspection and Approval:

Police Department

Chief Wally L. SM

Approved Denied

Inspection Department

Paul Harrison

Approved Denied

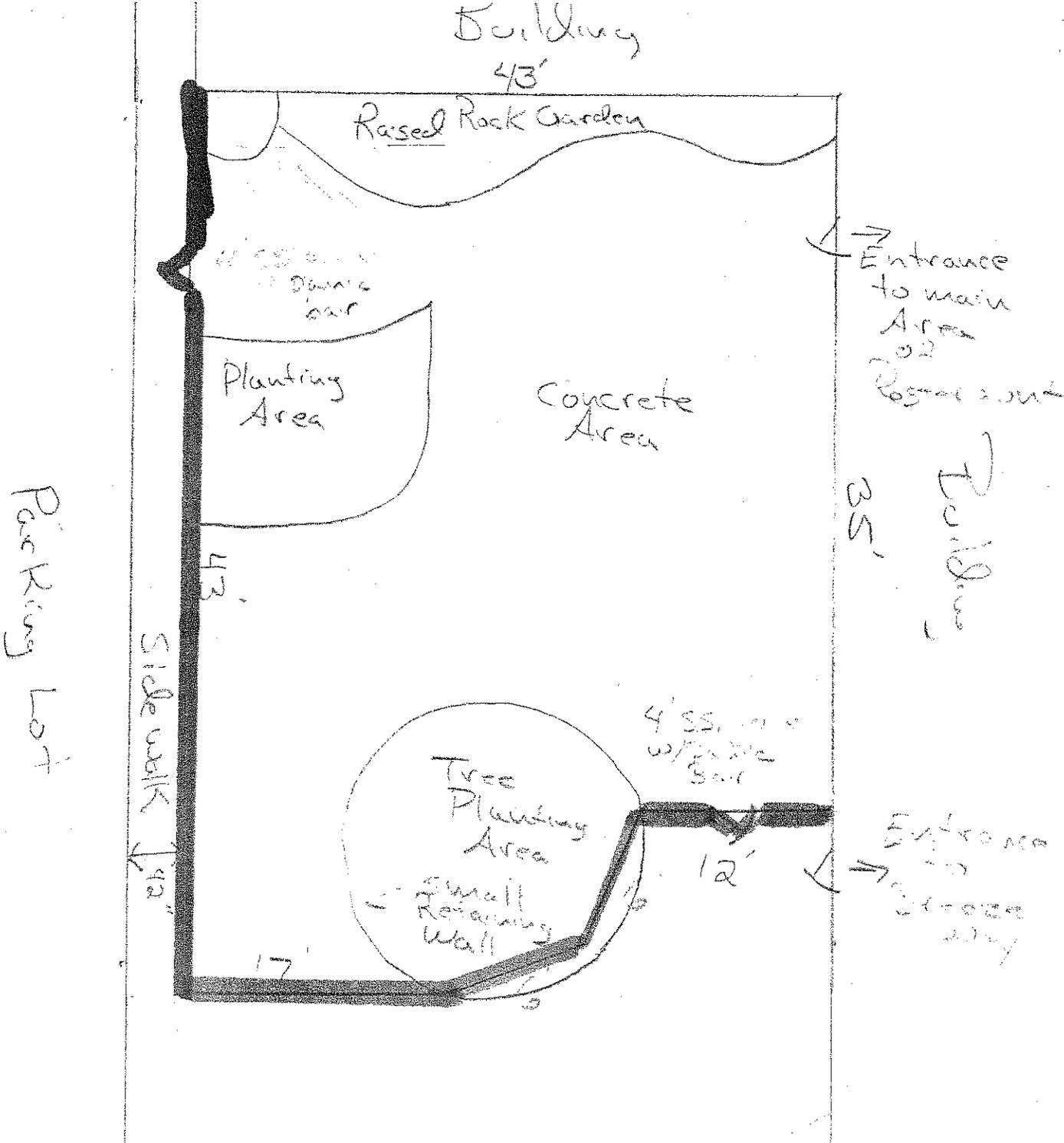
Fire Department

Bill Schulz

Approved Denied

Date of Council Approval

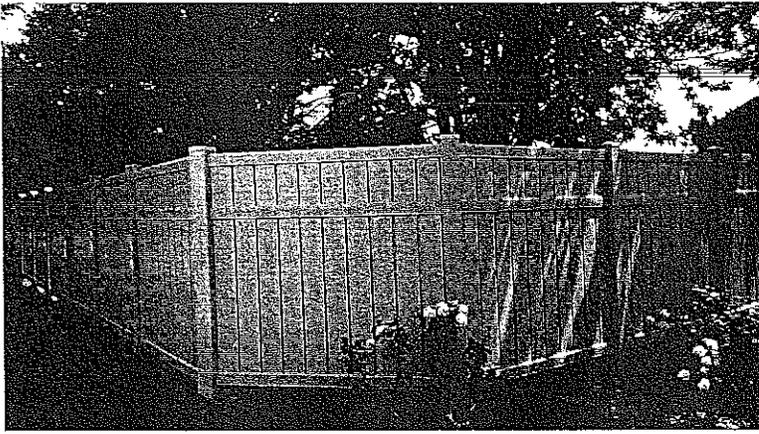
Approved Denied



The Fill Inn
Beer Garden
Plan

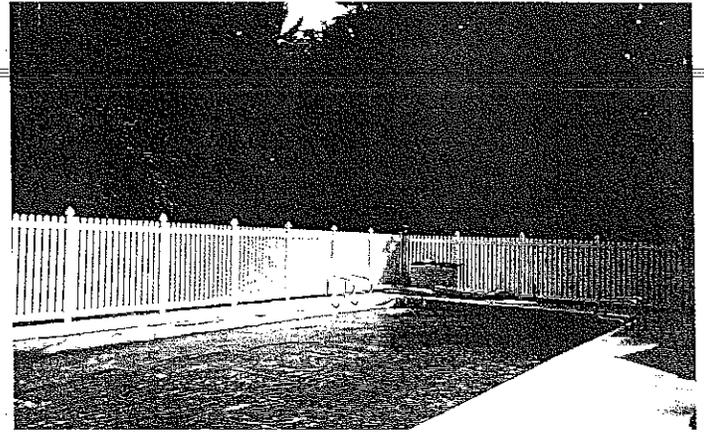
- Concrete
- planting area
- Side walk
- Parking lot
- Building
- 8' solid privacy fence
- 8' ornamental fence

- 4' SS gate & 8' solid privacy gate w/ pane bar
- 4' SS gate & ornamental fence w/ pane bar



▲ Semi-Privacy

SB7-M

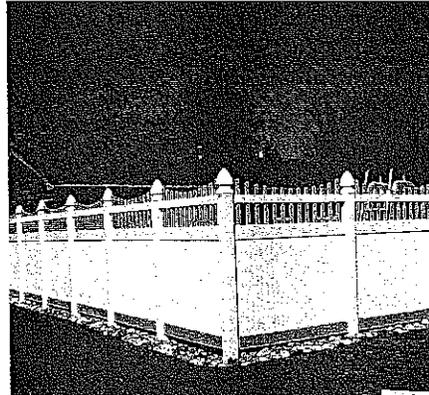


▲ Open Picket

SB3

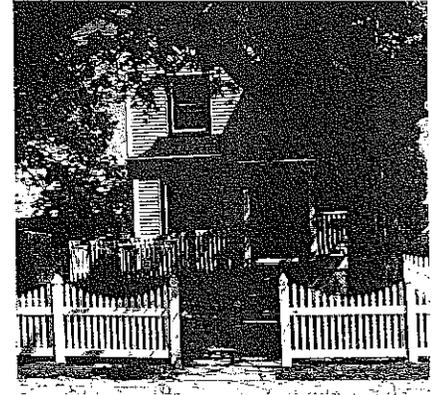


▲ Window Well Enclosure SB4

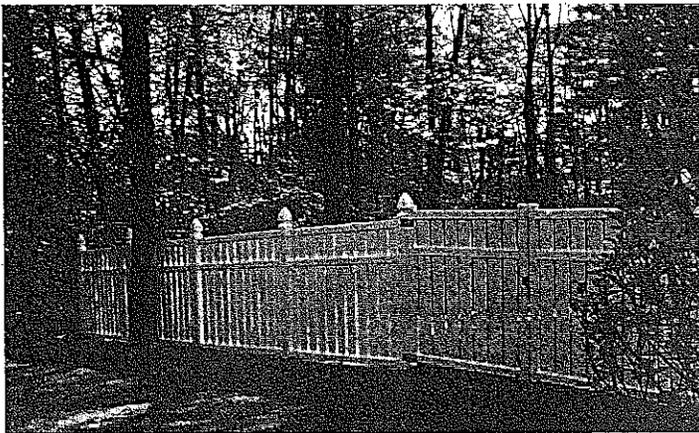


▲ Solid Privacy with Picket

S



SB5-N



▲ Semi-Privacy

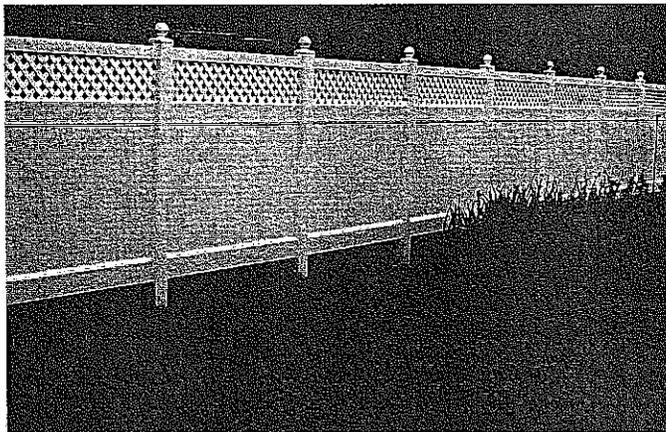
SB7-M



▲ Arche

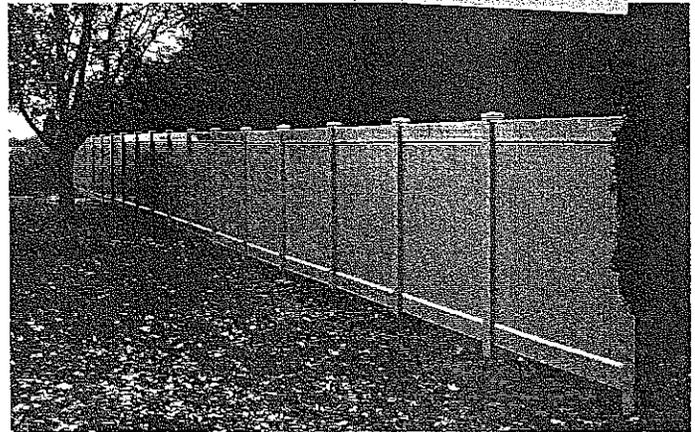
SB1

This is the style of fence 8' high
↓



▲ Solid Privacy With Lattice

SB12



▲ Clay Solid Privacy

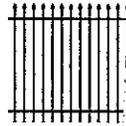
SI

MONTAGE F[®]

STYLES, HEIGHTS, & PANEL



Available Rail Treatment:
Picket Air



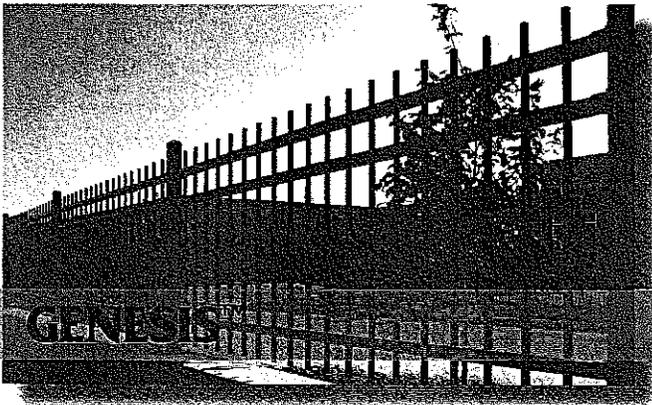
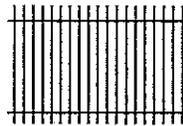
This is the style of fence 8' high

↓

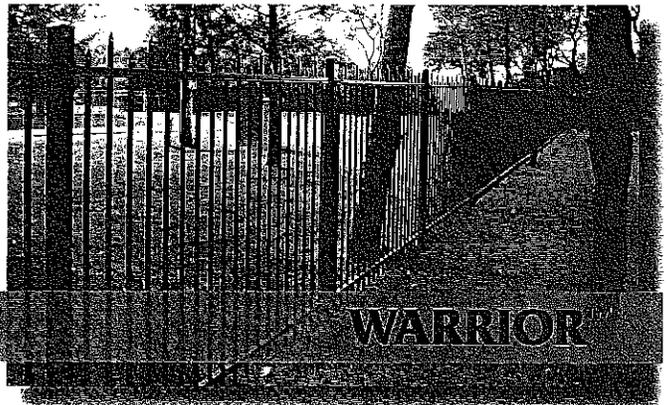
Available Heights: 3', 3½', 4', 5' or 6'
Rail Treatment: Extended Picket or Flush Bottom
Picket Air-Space: 4" standard or 3" Pet, Pool & Play



Available Heights: 3', 3½', 4', 5' or 6'
Rail Treatment: Extended Picket or Flush Bottom
Picket Air-Space: 4" standard or 3" Pet, Pool & Play



Available Heights: 3', 3½', 4', 5' or 6'
Rail Treatment: Extended Picket or Flush Bottom
Picket Air-Space: 4" standard



Memorial Rocks at Every Buddy's Bar And Grill

Every Buddy's Bar 19 W. Central St. Chippewa Falls, WI

We are requesting an extension of our premises for a 3 day event, with proceeds being donated to Homeless Veterans Assistance.

We would like to extend the back part of our premises to allow alcohol consumption and grill out food, May 23rd, 24th, 25th from the hours of 4:00 P.M to 2:00 A.M. Each Day.

We would fence in a 25' x 35' area with orange construction snow fence for safety reasons in case people need to leave premises in case of fire. We would have 2 construction lights on poles with flood lights to light the entire area. One security Guard will be on duty in the area at all times, also security at back door, in Safety Green staff shirt and a Walkie-Talkie to communicate with the other 6 security staff on hand. The Chippewa Falls Police Department is familiar with these security staff which we have working for all our larger events.

Attached is the map of area that we request for extension, Proof of ownership of property, Homeless Veterans Assistance information that we are donating to.

Thank you for your time I will gladly answer any questions you may have at the council meeting and comply with any requests you may have.

Thank you
Every Buddy's Bar And Grill
Wesley Partlo

Where are the Assistance Programs located?

Veterans Assistance Programs are located at Chippewa Falls, King and Union Grove.

What is a Veterans Assistance Program like?

Each assistance program offers clean, safe and secure housing. The assistance program's staff members are highly trained professionals, who are dedicated to serving veterans.

All veterans have work responsibilities while staying within the veterans assistance program. Veterans will work together to maintain the center. The discipline and hard work serves to bring back each veteran's pride, confidence and self-esteem.

Veterans may also earn money while in the VAP that will be placed in a savings account. This money will be used to obtain housing after the veteran completes the program.

Veterans may be assessed a program fee of up to 30% of their gross income.

How does a veteran apply for admission to the VAP?

Veterans who wish to apply for the VAP or need more information can contact:

- A county veterans service office (listed in the telephone book under "County Government" or the WDVVA website at www.WisVets.com/CVSO).
- The Wisconsin Department of Veterans Affairs at 1-800-WIS-VETS (947-8387) or email VAP@dva.wisconsin.gov.
- The Veterans Assistance Program at Chippewa Falls, (715) 726-2541.
- The Veterans Assistance Program at King, (715) 256-1118.
- The Veterans Assistance Program at Union Grove, (262) 878-9151.

When administering or determining eligibility for benefits offered to veterans by the state of Wisconsin, WDVVA does not discriminate against persons, or harass them, because of their race, creed, color, national origin or ancestry, age, disability, gender, sexual orientation, political affiliation or beliefs, or arrest or conviction record. The Wisconsin Department of Veterans Affairs is an Equal Opportunity Lender. The Department is also a Fair Housing Lender.

State of Wisconsin
Department of Veterans Affairs
P.O. Box 7843
201 West Washington Avenue
Madison, WI 53707-7843
(608) 266-1311
or 1-800-WIS-VETS (947-8387)
E-mail: WisVets@dva.wisconsin.gov

WDVA B0202 (01/13)
Brochure: WDVVA_B0202_Homeless_Veterans_Assistance.pdf

WISCONSIN DEPARTMENT
OF VETERANS AFFAIRS



HOMELESS VETERANS ASSISTANCE

● FOR HOMELESS VETERANS AND
VETERANS AT RISK OF BECOMING
HOMELESS

WDVA website: www.WisVets.com
1-800-WIS-VETS (947-8387)

Veterans Assistance Program

The goal of the Veterans Assistance Program (VAP) is to help military veterans who are homeless or at risk of becoming homeless obtain steady employment and affordable housing to reintegrate into the community.

Who is eligible to participate in the VAP?

All veterans who have served in the U.S. Armed Forces. The Wisconsin Department of Veterans Affairs will confirm military service and eligibility.

What about the veteran's family?

An assistance center cannot feed or house spouses (unless the spouse is also a veteran) or children. However, VAP staff will help the veteran's family obtain adequate housing while the veteran is in the program.

How long does it take to complete the VAP?

Generally, veterans can complete their individual program in about 4-6 months. Some veterans may complete their program in less time and some will take longer, up to a maximum of 2 years.

What can the VAP do for veterans?

The VAP offers stable, secure and safe shelter to male and female homeless veterans while they receive the training and other services necessary to become self-supporting.

The VAP also can assist veterans who are not homeless but need job training and other services.

The VAP operates where eligible veterans can access a wide array of services, such as those listed below.

- Housing
- Job Training
- Education
- Counseling
- Health care, including treatment of PTSD (post traumatic stress disorder)
- Treatment for alcohol or drug abuse problems
- Benefits and entitlements

How does the VAP work?

A VAP staff member will confer with each veteran to determine immediate and long-term needs. Then, the veteran and VAP staff member will

agree on a specific assistance program that meets those needs.

Applicants who need medical attention or treatment for drug/alcohol problems will receive these services as quickly as possible.

Applicants with drug or alcohol problems must successfully complete a treatment program before they continue the VAP process.

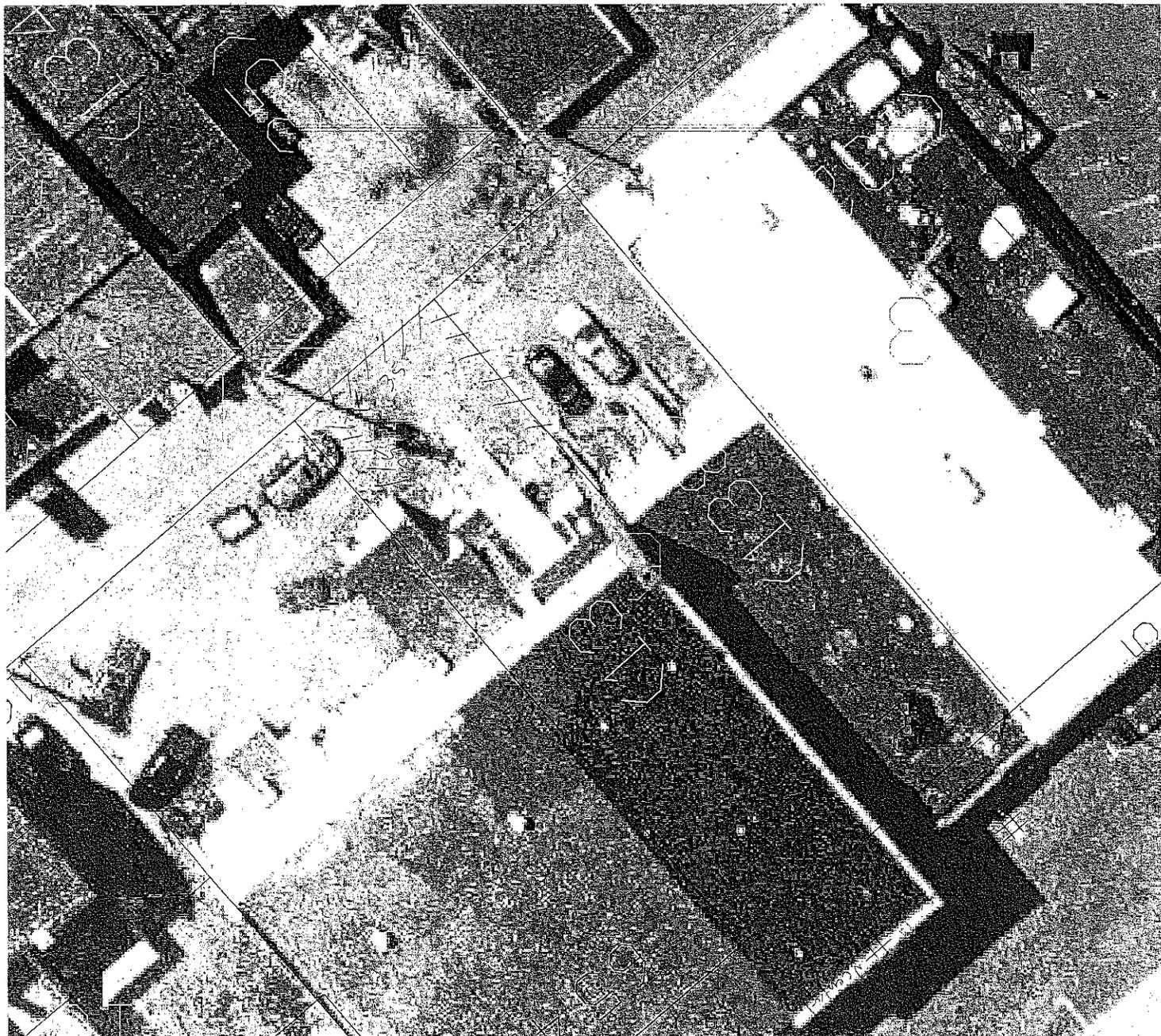
Based on their housing needs, veterans may:

- live and work at the Assistance Program while they receive services offered through the VAP.
- OR live elsewhere but spend their days at the Assistance Program to receive services.

Single Room Occupancy (SRO)

Both Chippewa Falls and Union Grove have SROs available to those veterans needing longer term housing in a secure and safe environment while they continue to become self-sufficient.

To be considered for an SRO, veterans may have graduated from a VAP or have only a need for individual housing. A veteran must have income in order to pay the monthly program fee.



RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2013 ending: 06 30 2014
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Complete A or B. All must complete C.

A. Individual or Partnership:

Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code
Dartlo Wesley David

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company Every Buddys LLC

Address of Corporation/Limited Liability Company (if different from licensed premises) 120 W. Columbia St. Chippewa Falls, WI
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

| Title | Name (Inc. Middle Name) | Home Address | Post Office & Zip Code |
|-----------------------|-------------------------|---|------------------------|
| President/Member | <u>Wesley D. Partlo</u> | <u>120 W. Columbia St. Chippewa Falls, WI</u> | <u>54729</u> |
| Vice President/Member | | | |
| Secretary/Member | | | |
| Treasurer/Member | | | |
| Agent | <u>Wesley D. Partlo</u> | | |
| Directors/Managers | | | |

C.1. Trade Name Every Buddys LLC Business Phone Number 715-841-3038

2. Address of Premises 19 W. Central Post Office & Zip Code 54729

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

4. 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, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) First Floor, Basement, Patio/WP

5. Legal description (omit if street address is given above): _____

6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No

b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No

7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No

8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No

9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No

10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No

11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? 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.)

SUBSCRIBED AND SWORN TO BEFORE ME

this 15th day of May, 2013

Budget Owens
(Clerk/Notary Public)

My commission expires _____

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

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

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

TO BE COMPLETED BY CLERK

| | | |
|--|--|-----------------------------------|
| Date received and filed with municipal clerk <u>5/15/13</u> | Date reported to council/board <u>6/18/13</u> | Date license granted |
| License number issued | Date license issued | Signature of Clerk / Deputy Clerk |

AN ORDINANCE CREATING THE SOLID FUEL-BURNING OUTDOOR HEATING APPLIANCES CODE SECTION - SECTION 23.08(5) OF THE CHIPPEWA FALLS MUNICIPAL CODE.

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

1. That Chapter 23.08(5) Solid Fuel-Burning Outdoor Heating Appliances shall be created as follows:

(1) PURPOSE. The Common Council of the City of Chippewa Falls has the authority to exercise its police powers for the general health, welfare and safety of the residents of the City. It is recognized and found that the type of fuel used by and the scale and duration of the burning by solid fuel-burning outdoor heating appliances and the smoke and particulate emissions emanating therefrom create noxious and hazardous smoke, soot, fumes, odors and air pollution that can be detrimental to citizens' health and can deprive neighboring property owners/users of the enjoyment of their property or premises when such appliances are located in an urban setting. Such appliances are hereby declared to be a public nuisance.

(2) DEFINITION. Solid fuel-burning outdoor heating appliance means any equipment, device or apparatus, or any part thereof, which is installed or constructed for the purpose of combustion of fuel to produce heat, hot water and/or energy that is used as a component of a heating system providing heat for the interior of a building or a pool, where the equipment, device or apparatus is located outside of the building or pool for which the heat, hot water and/or energy is to be generated. Said appliance shall be deemed to be outdoors, even if it is located in another separate building.

(3) PROHIBITION OF SOLID FUEL-BURNING OUTDOOR HEATING APPLIANCES. It shall be unlawful for any person to install, construct, operate, or use a solid fuel-burning outdoor heating appliance in the City of Chippewa Falls, except as set forth at subsection (4).

(4) NON-CONFORMING USE.

(a) The lawful use or operation of any solid fuel-burning outdoor heating appliance, existing as of the effective date of this section, may be continued, subject to the requirements of this subsection.

(b) The property owner and any solid fuel-burning outdoor heating appliance existing as of the effective date of this section shall, within six (6) months of the effective date of this section, register said appliance with the City of Chippewa Falls building inspector and receive a permit evidencing its status as a non-conforming use under this section.

(c) No non-conforming solid fuel-burning outdoor heating appliance shall hereafter be extended, enlarged or expanded.

(d) Any solid fuel-burning outdoor heating appliance existing as of the effective date of this section, which use has been discontinued for a period of twelve (12) consecutive months, shall not be permitted to be re-established as a non-conforming use, cannot be used or operated, and must be immediately removed by the property owner from the subject premises. If the property owner fails to remove the solid fuel-burning outdoor heating appliance at the end of said twelve (12) months, the City shall give written notice by certified mail or personal service. Such notice shall provide that such person shall remove the solid fuel-burning outdoor heating appliance within fifteen (15) days of the notice.

(e) Solid fuel-burning outdoor heating appliances permitted to be used or operated pursuant to subsection (4)(a) shall be required to use clean wood or wood specifically permitted by the manufacturer as fuel. Clean wood is defined as natural wood which has not been painted, varnished or coated with a similar material, has not been pressure-treated with preservatives and does not contain resins or glues as in plywood or other composite wood products. The use of the following materials as fuel is strictly prohibited:

1. Rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.
2. Kerosene, gasoline or other petroleum products.
3. Asphalt and products containing asphalt.
4. Wood or wood products, other than clean wood.
5. Any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane form synthetic fabrics, plastic films and containers.
6. Rubber including tires and synthetic rubber-like products.
7. Newspaper, corrugated cardboard, container board and office paper.

(5) ENFORCEMENT. The fire chief, police chief, public works director, building inspector or their subordinates are authorized to enforce the provisions of this section.

(6) SEVERABILITY. The provisions of this section are severable. If any provision or subsection is held to be invalid or unconstitutional or if the application of any provision or subsection to any person or circumstance is held to be valid or unconstitutional, such holding shall not affect the other provisions, subsections or applications. It is hereby declared to be the intent of the common Council that this section would have been adopted had any invalid or unconstitutional provision or application not been included herein.

2. That this Ordinance shall take effect immediately upon adoption, publication and placement of signs according to law.

DATED this 20th day of May, 2014.

COUNCIL PRESIDENT: _____

FIRST READING: May 6, 2014

SECOND READING: May 20, 2014

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**AN ORDINANCE WHICH ADDS TO THE
INDOOR SOLID MATERIAL HEATING
SYSTEMS CODE SECTION BY PROHIBITING
THE BURNING OF RUBBISH AND THE LIKE,
SECTION 23.08(4) OF THE CHIPPEWA
FALLS MUNICIPAL CODE**

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

1. That § 23.08(4) of the Chippewa Falls Municipal Code, relating to Indoor Solid Material Heating Systems, be created to read as follows:

(4) PROHIBITED MATERIALS. The ignition or burning of the following in Indoor Solid Material Heating Systems is strictly prohibited:

- a) Rubbish or garbage including but not limited to food wastes, food wraps, packaging, animal carcasses, paint or painted materials, furniture, composite shingles, construction or demolition debris or other household or business wastes.
- b) Asphalt and products containing asphalt.
- c) Any plastic material including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, synthetic fabrics, plastic films and containers.

DATED this 20th day of May, 2014.

COUNCIL PRESIDENT: _____

FIRST READING: May 6, 2014

SECOND READING: May 20, 2014

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**AN ORDINANCE AMENDING THE ZONING CODE
OF THE CITY OF CHIPPEWA FALLS**

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

1. That the following described real estate situated in the City of Chippewa Falls, Chippewa County, Wisconsin, be rezoned:

**Parcel # 1703.0230
Lot # 1
Gateway Center Subdivision
10-12 Sunshine Circle**

C-4 Highway Commercial District to R-3A Multi-Family Residential District

2. That the Zoning District Map of the City of Chippewa Falls be and the same is hereby amended in accordance with the foregoing.
3. That this Ordinance shall take effect from and after its passage and publication.
Dated this 20th day of May, 2014.

FIRST READING: May 6, 2014

Council President

SECOND READING: May 20, 2014

PUBLIC HEARING: May 20, 2014

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

**RESOLUTION REGARDING THE DISCONTINUANCE OF
THE SOUTHERLY 99 FEET OF GROVE STREET BETWEEN
THE SOUTH RIGHT-OF-WAY LINE OF GRAND AVENUE
AND THE NORTH RIGHT-OF-WAY LINE OF CENTRAL STREET**

WHEREAS, the Southerly 99 feet of Grove Street between the South right-of-way line of Grand Avenue and the North right-of-way line of Central Street (hereinafter "the parcel") is unimproved real estate;

WHEREAS, the parcel is part of a precipitous slope which will never be improved as a City Street;

WHEREAS, the Chippewa Falls Board of Public Works has recommended vacation of the parcel at its meeting of February 24, 2014;

WHEREAS, it is in the public interest to vacate the parcel and place it on the tax rolls and the public interest so requires; and

WHEREAS, the City of Chippewa Falls Common Council has duly considered the basis for this Resolution;

NOW THEREFORE, BE IT RESOLVED that pursuant to the provisions of §66.1003(4) of Wisconsin Statutes that the following portion of Grove Street, in the City of Chippewa Falls, Chippewa County, Wisconsin be discontinued and vacated:

The Southerly 99 feet of Grove Street between the South right-of-way line of Grand Avenue and the North right-of-way line of Central Street (see attached map).

BE IT FURTHER RESOLVED THAT the City does retain an easement for any public utilities which may presently exist or be located in that portion of Grove Street herein discontinued and vacated.

Dated this 6th day of May, 2014.

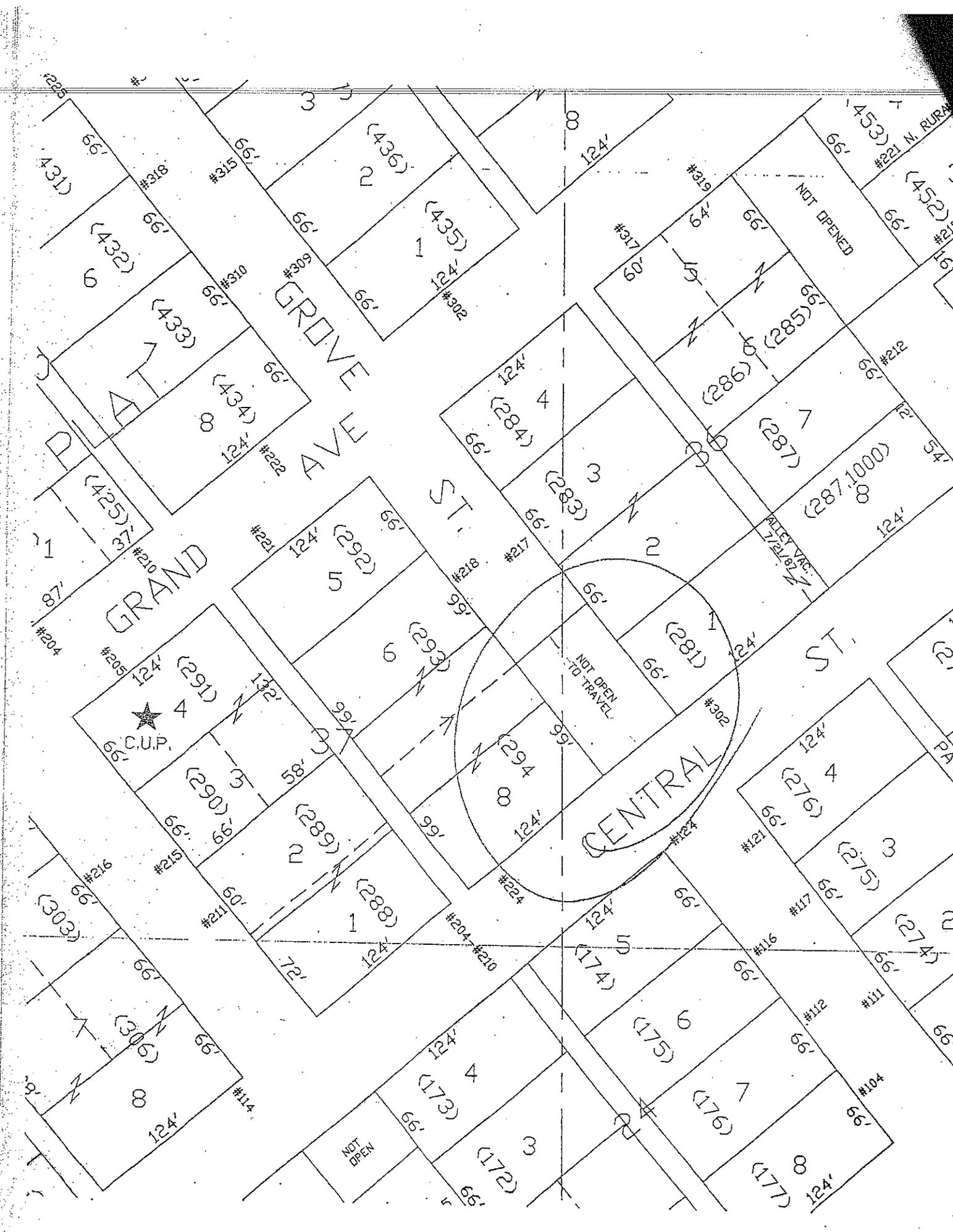
PUBLIC HEARING: May 6, 2014

ALDERPERSON: _____
William Hicks

ADOPTED: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk



GRAND

GROVE AVE

ST.

CENTRAL

ST.

★
C.U.P.

NOT OPEN
TO TRAVEL

NOT OPENED

NOT OPEN

453) #221 N. RURAL

(452) #216

RILEY TRAC.
7/21/82

PAY

(274)

(177)

(172)

**RESOLUTION
SECOND RE-PLAT OF WISSOTA GREEN**

RESOLVED, that the Second Re-plat of Wissota Green, in the City of Chippewa Falls, Wisconsin, is hereby approved by the City of Chippewa Falls Plan Commission and the City of Chippewa Falls Common Council.

Dated this 6th day of May, 2014.

ADOPTED: _____

William Hicks, Council President

APPROVED: _____

Gregory Hoffman, 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: _____

Bridget Givens, City Clerk

AGREEMENT OF SALE

The CMC HEARTLAND PARTNERS LIQUIDATING TRUST ("Trust"), a trust established to implement the provisions of that certain Second Amended Joint Plan of Liquidation dated as of September 1, 2006, as amended, in that certain proceeding before the United States Bankruptcy Court ("Court") for the Northern District of Illinois, Eastern Division, captioned *In re CMC Heartland Partners, et. al.*, Case Number 06- 04759 (jointly administered), by and through Le Petomane XVIII, Inc., not individually but solely as Liquidating Trustee of the Trust ("Seller"), hereby agrees to sell, and the CITY OF CHIPPEWA FALLS, WISCONSIN ("Purchaser"), hereby agrees to purchase, all of the Seller's right, title and interest in and to that certain real property ("Property"), located in the County of Chippewa and City of Chippewa Falls, Wisconsin, described on Exhibit A attached hereto, on the terms and conditions set forth herein in this Agreement of Sale ("Agreement").

1. PURCHASE PRICE. The purchase price for the Seller's interest in the Property shall be Fifty Thousand Dollars (\$50,000.00), subject to prorations and allocations as set forth herein.

2. CLOSING. Closing shall be no later than [INSERT]. At closing, Seller shall deliver Seller's quitclaim deed, in recordable form, and a closing statement. At closing, Purchaser shall deliver the purchase price in immediately available funds.

3. ALLOCATION OF CLOSING COSTS. Purchaser shall pay for all transfer or closing costs, if any, including but not limited to title costs, recording fees, and transfer taxes. Purchaser shall also assume liability for or pay any and all outstanding real estate taxes for the Property, if any, which amounts shall not reduce the purchase price set forth in Section 1. Except as otherwise provided in this Agreement, all expenses incurred in connection with this Agreement and the transaction herein provided for, shall be paid for or by the party incurring such expense and cost.

4. ASSIGNMENT OF LEASE. In consideration of the purchase price set forth in Section 1 and other good and valuable consideration, Seller hereby conveys, assigns, and quit-claims all of its right, title, and interest in and to that certain Lease No. 2160/3009351 (old WCL Lease #6203B) dated September 26, 1960, between Wisconsin Central Railroad Company (predecessor of Wisconsin Central Ltd) and Chicago, Milwaukee, St. Paul & Pacific Railroad Company (predecessor of the Trust), jointly referred to as "Lessor," and Tom Pozarski d/b/a Valley Roofing & Siding Company, or Tom Pozarski, or Chippewa Valley Siding & Roofing, or Tom Pozarski d/b/a Valley Roofing & Siding Company, jointly referred to as the "Lessee," for approximately 10,500 square feet of property, including the improvements, located at the Property, as more fully described therein (the "Lease"). Purchaser hereby acknowledges and accepts Seller's conveyance, assignment, and quit-claim of its interest in the Lease.

5. INSPECTION AND RELEASE. Seller's conveyance of its interest in the Property and the Lease shall be "as is-where is." Purchaser has had the full opportunity to conduct all investigations and perform all testing necessary in Purchaser's exercise of reasonable diligence and business judgment prior to closing. Purchaser hereby releases Seller, Seller's Trustee, Le Petomane, Inc., and each entity's officers, directors, shareholders, employees, agents,

predecessors, successors, and assigns (collectively, the "Protected Parties") from all cost, liability, and causes of action arising from the Lease or the physical condition of the Property, including but not limited to geotechnical and environmental matters.

6. RELEASE AND INDEMNITY. As partial consideration for the transfer of the Seller's interest in the Property, Purchaser, for itself and its successors and assigns, hereby releases, indemnifies, and agrees to hold harmless the Protected Parties from and against all losses, claims, suits, judgments, liabilities, damages, costs and expenses, including without limitation attorneys' and experts' fees and expenses and court costs (collectively, "Liabilities"), which arise directly or indirectly out of or which relate in any way to the Lease or to the environment (including, without limitation, federal, state and local laws, statutes, rules and regulations and the common law relating to environmental matters) and contamination of any type whatsoever, including without limitation (i) treatment, storage, disposal, incineration, generation, and transportation of industrial, toxic or hazardous substances or solid or hazardous waste; (ii) air, water and noise pollution; (iii) ground water contamination; (iv) the release or threatened release into the environment of industrial, toxic, or hazardous substances, or solid or hazardous waste, including, without limitation, emissions, discharges, injections, spills, escapes, or dumping of pollutants, contaminants, or chemicals; (v) the protection of wildlife, marine sanctuaries, and wetlands; (vi) the protection of natural resources; (vii) storage tanks, vessels, and related equipment; (viii) abandoned or discarded barrels, containers, and other closed receptacles; (ix) health and safety of employees and other persons; and (x) otherwise relating to the manufacture, processing, use, distribution, treatment, storage, disposal, incineration, transportation, or handling of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or solid or hazardous waste, (collectively, the "Environmental Laws"), whether now in effect or hereafter becoming effective, and whether arising out of matters occurring before or after the closing.

7. CITY COUNCIL APPROVAL. Buyer hereby represents and warrants to Seller that this Agreement, including but not limited to the release and indemnification provisions in Section 6 hereof, has been properly considered and approved by the Common Council of the City of Chippewa Falls, Wisconsin in accordance with all applicable state and local laws, regulations, ordinances, and municipal code provisions.

8. ENVIRONMENTAL ACTIONS. Buyer hereby acknowledges that it has received a copy of that certain Focused Phase I Environmental Site Assessment and Property Report for the Property, prepared by ENVIRON International Corporation and dated [INSERT] ("Focused Phase I"). Buyer hereby assumes all risk and obligation with regard to any environmental issues identified in the Focused Phase I, including but not limited to the environmental actions that were approved for the Property by the Wisconsin Department of Natural Resources ("WDNR") in 2009 but have not yet been completed. In the event any government entity or third party, including but not limited to WDNR or the United States Environmental Protection Agency, imposes or attempts to impose any obligations on Seller after closing relating in any way to the environmental condition of the Property, including but not limited to an obligation to perform environmental remediation activities of any kind on the Property or off-site, Buyer hereby agrees to satisfy all such obligations and release and indemnify Seller in connection with such actions in accordance with Section 6 of this Agreement.

9. BROKERAGE COMMISSION. Each of Seller and Purchaser represents to the other that it has not dealt with any real estate broker in connection with this transaction.

10. AUTHORITY. Each party represents, upon the satisfaction or waiver of the contingencies herein, that it has full authority to enter into and consummate the transaction contemplated herein.

11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin (regardless of such state's conflict of law principles), and without reference to any rules of construction regarding the party responsible for drafting hereof.

12. AMENDMENT, MODIFICATION AND WAIVER. This Agreement may not be modified, amended or supplemented except by mutual, written agreement of all parties hereto. Any party may waive, in writing, any term or condition contained in this Agreement and intended to be for the benefit of said party, provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as further or continuing waiver of any such term or condition.

13. TRUSTEE EXCULPATION. This document is executed by Jay A. Steinberg, not individually but solely in his representative capacity as President of Le Petomane XVIII, Inc., not individually but solely in its representative capacity as Liquidating Trustee of the CMC Heartland Partners Liquidating Trust, in the exercise of the power and authority conferred upon and vested in the Liquidating Trust. As a condition and requirement for acquiring title or any interest in the aforesaid Property and the Lease, Purchaser agrees and acknowledges that neither Purchaser nor any subsequent grantee, mortgagee, licensee, invitee, easement holder, or any other party in possession of or who enters upon the Property, shall have any claim or cause of action of any kind whatsoever against Jay A. Steinberg in his individual capacity for any reason whatsoever.

14. ENTIRE AGREEMENT. This agreement represents the entire agreement of the parties with respect to the subject matter hereof and no provision or document of any kind shall be included in or from a part of this Agreement unless signed by the parties hereto or is referenced in and attached to this agreement.

15. NOTICES. All notices herein required shall be in writing and shall be served by certified mail, facsimile transmission or overnight express delivery service as follows:

Seller:

CMC Heartland Partners Liquidating Trust,
by and through Le Petomane XVIII, Inc.
35 East Wacker Drive, Suite 1550
Chicago, IL 60601

With a copy to:

Purchaser:

[INSERT]

With a copy to:

Tanya C. O'Neill
Foley & Lardner LLP
777 E. Wisconsin Avenue
Milwaukee, WI 53202

Robert A. Ferg
Ferg & Sinclair, Ltd.
411 North Bridge Street
Chippewa Falls, WI 54729-2420

16. COUNTERPARTS AND TRANSMITTAL OF SIGNATURES. This Agreement may be executed in one or more counterparts, and all such executed counterparts shall constitute the same agreement. A signed copy of this Agreement transmitted by facsimile or email shall be treated as an original.

[EXECUTIONS ARE ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of _____, 2014.

Seller:

CMC HEARTLAND PARTNERS LIQUIDATING TRUST

By Le Petomane XVIII, Inc.,
an Illinois Corporation,
not individually but solely as Liquidating Trustee

By _____
Jay A. Steinberg, not individually
but solely as President of the Liquidating Trustee

Purchaser: CITY OF CHIPPEWA FALLS, WISCONSIN

By _____

Its _____

EXHIBIT A

LEGAL DESCRIPTION

[INSERT]



May 2, 2014

RE: Demolition Assistance
The Plaza Building, 100 North Bridge Street
Chippewa Falls, Wisconsin
SEH No. CFCIT 128125 10.00

Jayson Smith, Planner
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Jayson:

Short Elliott Hendrickson Inc. (SEH[®]) appreciates the opportunity to work with the City of Chippewa Falls (City) at the Plaza Building property located at 100 North Bridge Street (hereafter referred to as "subject property") in Chippewa Falls, Wisconsin.

SEH understands that the City has acquired the subject property and is considering demolishing the current building. The City would like to bid the demolition of the structure.

This proposal was prepared based on our understanding of historical operations at the subject property and discussions with the City.

SCOPE OF WORK

TASK 1 – PRE-DEMOLITION ASSESSMENT

The purpose of a pre-demolition assessment is to complete an asbestos inspection, hazardous materials inventory, and lead paint sampling to identify and inventory materials in the building that would be required to be removed prior to demolition. SEH will provide an asbestos inspector who is certified in the State of Wisconsin to conduct an asbestos inspection. The certified inspector will conduct a walk-through inspection of the building to identify and inventory suspect asbestos containing materials (ACM). SEH understands the building is vacant and ready for destructive investigation and testing. SEH will collect bulk samples of suspect ACM in duplicate according to U.S. Environmental Protection Agency guidance documents. Bulk samples will be submitted to a laboratory capable of analyzing the samples by polarized light microscopy (PLM). For purposes of this proposal, SEH assumes 200 bulk samples will be collected and analyzed for the presence of asbestos.

The hazardous materials inventory will identify hazardous materials currently in the building including fluorescent lights, refrigerants, mercury wastes, hydraulic fluids, paints, stains, petroleum fuels/oils and other chemicals. We assume all areas and stories of the building can be safely accessed.

The Wisconsin Department of Natural Resources (WDNR's) recently-revised guidance for demolition projects recommends lead paint sampling of materials that may be salvaged or recycled by a Wisconsin Department of Health Services (DHS)-licensed inspector and risk assessor. SEH will subcontract with a licensed inspector to conduct the assessment. The lead paint assessment will include sampling of materials for the purpose of determining whether or not the paint contains lead. Results of the lead paint assessment will be included in an assessment report to document the locations and approximate quantities of lead paint, if present. The lead assessment will include options for recycling materials with lead paint.

Results of the pre-demolition assessment will be included in an assessment report to document the locations and approximate quantities of hazardous materials, ACM, and lead based paint, if present.

Due to the complex layout of the subject property, SEH proposes implementing a numbering system whereby each room is assigned a number and that number is affixed to the door that provides access to said room. SEH will also permanently mark a surface material inside the room with the assigned number for quality assurance purposes. In lieu of creating a comprehensive site location map that shows the location of hazardous materials, SEH will create a table that lists the room number along with identifying characteristics, quantity of material, and the location of the material within the room. This system will create an accurate method of tracking and cataloguing hazardous materials, and will assist abatement contractors with their removal activities.

The purpose of the pre-demolition assessment is to identify, locate, and quantify potential hazardous materials and to present this information to bidders for the sake of properly scoping the demolition. The bidder that is awarded the contract for demolition will be responsible for removing the materials prior to demolition utilizing qualified personnel and proper removal, transportation, and disposal practices.

TASK 2 – SALVAGE OF VALUABLE BUILDING MATERIALS

SEH and the City have discussed the possibility that some of the contents of the building may hold enough value on a secondary market to warrant consideration of a separate salvage effort prior to demolition. SEH will pursue contacts that may be interested in the materials. As part of this task SEH can photograph a representative sample of the materials for sale and reach out to vendors in the salvage industry. SEH will arrange for said vendors to visit the building to allow them to assess the value of the materials. For the purposes of this proposal SEH has included four (4) such visits to the site. SEH will assist the City in determining if salvage is feasible and will coordinate with the City and potential vendors to determine the next step(s) if the City concludes that they would like to pursue a specific salvage operation outside the scope of demolition (Tasks 3 and 4). For purposes of this proposal, SEH is estimating up to 16 hours of effort to assist the City in assessing options.

TASK 3 – DEMOLITION PLANS AND SPECIFICATIONS

SEH understands demolition will include complete removal of building structures, concrete, footings and foundations. SEH will develop a project manual for the demolition that includes a project contract, standard EJCDC contract conditions, supplementary conditions and technical specifications. Drawings developed for the project manual will include a demolition plan and a site grading plan. The specifications will include administrative and procedural requirements for salvaging, recycling, and disposing of nonhazardous demolition and construction waste. The specifications will also include provisions for excavation and disposal of contaminated soils that are encountered during construction, if any. The project manual can be used to solicit public bids from qualified demolition contractors.

As part of the public bidding, SEH will prepare and submit the advertisement for bids; lead a pre-bid meeting at the subject property with demolition contractors; prepare addenda, if needed; and coordinate the bidding. After the bids are received, SEH will review the bids, assess each submittal for completeness and recommend a demolition contractor for the project. Following the City's selection of a demolition contractor, SEH will assist with preparing and distributing contract documents for signature.

TASK 4 – DEMOLITION OBSERVATION AND REPORTING

The demolition observation task will involve observing the demolition contractor to document that the conditions of the project manual are being adhered to and the objectives of the project are being met. SEH will be onsite during excavation of underground structures, if any, to observe for the presence of soil contamination. If soil contamination is suspected or obvious contamination is encountered, SEH will contact the City to discuss. Upon approval, SEH could use a photoionization detector (PID) to screen soils in the field and collect soil samples for laboratory analysis to assess soil contaminant concentrations and to assess the need for soil excavation and disposal. For purposes of this proposal, we assume up to five days observation for activities associated with building demolition. We also assume no soil samples will be collected for analysis. If soil samples will be collected, SEH will estimate the analysis costs and issue a supplemental letter agreement to cover those costs. SEH will prepare a brief report summarizing the project.

SCHEDULE AND FEES

SEH proposes to complete the field assessment of Task 1 within four weeks of receiving authorization to proceed. The report will be submitted within one week of receiving analytical results. Task 2 will begin upon receiving authorization to proceed and will be conducted based on the availability of potential vendors and the schedules of City stakeholders. Task 3 will be scheduled based on the results of the salvage evaluation conducted in Task 2. SEH will complete Task 3 within 6 weeks of the completion of Task 2. Task 4 will be scheduled in conjunction with the City and selected contractor(s).

The scope of work in Tasks 1 through 4 described above will be completed on a time and materials basis for an estimated \$29,700. This time and materials cost includes analytical laboratory subcontractor costs to analyze environmental samples. This proposal does not include subcontractor costs associated with asbestos abatement, if needed, or hazardous materials removal. The tasks included above will be completed in accordance with the existing Agreement for Professional Services between the City and SEH.

We appreciate the opportunity to work with you on this project. If you have any questions regarding our proposal, please feel free to contact Bruce at 715.720.6244 or Tim at 715.720.6240. To authorize SEH to proceed, please sign below and return one signed copy to my attention.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Bruce K. Olson, PE
Project Manager



Timothy M. Marko, PE
Client Service Manager

EJT/BKO

p:\aet\cfc\cit\common\plaza building proposals\cfcit 126125 demo services plaza.doc

**Approved: City of Chippewa Falls
Demolition Assistance, The Plaza Building
30 W. Central Street
Chippewa Falls, WI 54729**

By: _____
Jayson Smith, City Planner

Date: _____

By: _____
Gregory Hoffman, Mayor

Date: _____

Attest: _____
Bridget Givens, City Clerk

Date: _____

Approved as to Form:

City Attorney

Date: _____

Jayson Smith, Planner
May 2, 2014
Page 4

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Manager/Treasurer

AMENDMENT TO AGREEMENT

Amendment No. 18 Dated March 11, 2014

The Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES:

Task 1—Monitoring Well and Gas Probe Sampling

Ground water monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and one leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored sampled annually in September.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently-approved methods.

Task 3—Data Reporting

The ground water monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for their files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

COMPENSATION:

CONSULTANT's services will be charged on an hourly basis in accordance with rates and terms outlined in the enclosed Attachment C - Compensation and Payments. Attachment C is CONSULTANT's rate schedule for 2014. Typically, labor rates and reimbursable expenses are adjusted at the beginning of each year.

The estimated cost of CONSULTANT's services for this amendment is \$8,600.00, including laboratory fees.

PERIOD OF SERVICE:

The following schedule is estimated to complete the Services:

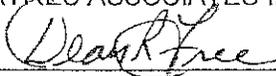
| <u>TASK</u> | <u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u> |
|----------------|--|
| Sampling | March and September 2014 |
| Data Reporting | Within 60 days of the end of the sampling period, as required by the WDNR |

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

CITY OF CHIPPEWA FALLS

AYRES ASSOCIATES INC

(Signature)



(Typed Name)

Dean R. Free, PE

(Title)

Supervisor—Environmental Services

(Date)

March 11, 2014

ATTACHMENT C - COMPENSATION AND PAYMENTS

Amendment to Agreement dated March 11, 2014

CONSULTANT will perform services on an hourly basis, plus reimbursable expenses.

OWNER shall pay CONSULTANT for services rendered as follows:

CONSULTANT's Labor. For CONSULTANT's labor, CONSULTANT will charge OWNER an amount equal to the following rates for the time expended by principals and employees engaged directly on the Project:

| <u>Billing Class</u> | <u>Hourly Rates</u> |
|-------------------------|----------------------|
| Manager 2 | \$155.00 to \$180.00 |
| Manager 1 | \$130.00 to \$155.00 |
| Engineer 3 | \$100.00 to \$150.00 |
| Engineer 2 | \$ 80.00 to \$120.00 |
| Engineer 1 | \$ 55.00 to \$ 80.00 |
| Surveyor (RLS) | \$ 80.00 to \$125.00 |
| Survey Technician | \$ 75.00 to \$ 85.00 |
| Scientist 3 | \$ 85.00 to \$110.00 |
| Scientist 2 | \$ 75.00 to \$ 95.00 |
| Scientist 1 | \$ 65.00 to \$ 85.00 |
| Technician 3 | \$ 65.00 to \$ 90.00 |
| Technician 2 | \$ 50.00 to \$ 70.00 |
| Technician 1 | \$ 35.00 to \$ 55.00 |
| Technical Writer/Editor | \$ 75.00 to \$100.00 |
| Clerical/Contract Admin | \$ 35.00 to \$ 75.00 |

CONSULTANT's Reimbursable Expenses. For reimbursable expenses, CONSULTANT will charge OWNER an amount equal to the normal and customary costs incurred in rendering services on the Project for: transportation and subsistence incidental thereto; telephone calls, electronic mail, facsimile transmissions, and telegrams; expenses incurred for computer time, word processing equipment, survey and testing instruments, and other highly specialized equipment; and reproduction of reports, documents, and similar Project-related items.

Professional Associates and Subconsultants. For services and reimbursable expenses of independent professional associates and subconsultants employed by CONSULTANT to render services on the Project, the amount billed to CONSULTANT.

**FIRST AMENDMENT OF THE ACCESS AGREEMENT BETWEEN THE CITY
OF CHIPPEWA FALLS, WISCONSIN AND LUNDA CONSTRUCTION
COMPANY**

This Amendment to the Access Agreement (Agreement) is entered into as of the _____ day of May, 2014 between the City of Chippewa Falls, Wisconsin, having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company, having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WHEREAS, The City of Chippewa Falls, Wisconsin ("Grantor") and Lunda Construction Company ("Grantee") executed an Access Agreement to allow Grantee access to certain premises (the "Premises") located at the junction of the Union Pacific ("UP") Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80' wide for the Grantee's Permitted Activities; and

WHEREAS, The Access Agreement requires that Grantee to fully restore the Premises in accordance with the Access Agreement no later than May 31, 2014; and

WHEREAS, The Grantee cannot complete the restoration by May 31, 2014 due to delays in the project;

NOW THEREFORE the Parties mutually agree to amend the Access Agreement as follows:

1. That the requirements that the Premises be fully restored by May 31, 2014 be extended so that full restoration will be complete no later than July 31, 2014.

IN WITNESS WHEREOF, The Parties agree that this documents amends in writing the Access Agreement previously executed by the Parties and the Parties have executed this Amendment as of the day and year written above.

GRANTOR:

THE CITY OF CHIPPEWA FALLS, WISCONSIN

By: _____

Name:

Title:

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By: _____

Name:

Title:

ACCESS AGREEMENT

This Access Agreement (the "Agreement") is entered into as of the 9th day of August, 2013 by and between the City of Chippewa Falls, Wisconsin ("Grantor"), having an address at 30 W. Central Street, Chippewa Falls, WI 54729, and Lunda Construction Company ("Grantee"), having an address at 620 Gebhardt Road, Black River Falls, WI 54615.

WITNESSETH:

WHEREAS, Grantor is the owner of certain premises (the "Premises") located at the junction of the Union Pacific ("UP") Rail line and the intersection of Jeffers Street and Technology Way, being a strip of right-of-way running Northerly from the intersection of Jeffers Street and Technology Way to the shore, East of the UP Rail line and approximately 80' wide (see Addendum 1); and

WHEREAS, Grantee desires to access certain portions of the Premises to facilitate the staging of materials and maintenance work of the UP Rail bridge (collectively, the "Permitted Activities").

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. During the period commencing on the date of this Agreement and ending on May 31, 2014 (the "Access Period"), Grantee and Grantee's employees (collectively, "Grantee's Representatives") shall have the right to enter upon the Premises stating the intended activity at the Premises to be the staging of materials and equipment and for access to the Grantee's work in refurbishing the UP Rail bridge crossing the Chippewa River. All Permitted Activities shall be conducted in accordance with (i) all applicable federal, state, county and local laws, rules, regulations and ordinances (collectively, "Laws and Regulations"), (ii) Grantor's health, safety and security requirements, and (iii) the terms of this Agreement. Grantor shall have the right to terminate this Agreement at any time on written notice to Grantee. Grantee shall use and cause Grantee's Representatives to use reasonable efforts to avoid disruption of Grantor's activities including disruption of the access or activities of Grantor's agents at the Premises. Nothing contained herein shall be deemed or construed to in any way prohibit, limit, restrict or interfere with the absolute right of Grantor to use and occupy the Premises, and Grantor hereby retains, reserves and shall continue to enjoy all rights of ownership and use in and to the Premises.
2. Grantee shall keep the Premises at all times free and clear of any and all liens arising out of the Permitted Activities and, if any are filed, Grantee shall cause same to be discharged within ten (10) days after receiving notice of same.
3. Grantee shall be liable for and shall indemnify, defend and hold harmless Grantor and its general and limited partners and affiliates, and its and their respective officers, directors, employees and agents (collectively, the "Grantor Parties"), from and against any and all liabilities and damages and claims for damages, suits, proceedings, recoveries, judgments, executions, loss of insurance proceeds, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by any of the Grantor Parties in establishing and enforcing its right to indemnification hereunder) which may be made, had, brought or recovered against the Grantor Parties or any of them by third parties or Grantee or Grantee's Representatives, arising from or related to any activities of Grantee or Grantee's Representatives at the Premises including but not limited to (i) any non-compliance with, or violations of,

Laws and Regulations by Grantee or Grantee's Representatives, (ii) personal injuries or death, or damages to or loss of real, tangible or intangible property of any kind whatsoever, and environmental claims, suffered by Grantee, any of Grantee's Representatives or any Grantor Parties and/or the person or property of any other person or entity and caused by the negligent acts or omissions, or the willful misconduct, of Grantee or Grantee's Representatives, (iii) the introduction by Grantee or Grantee's Representatives of hazardous substances on, above or below the Premises or the aggravation of existing contamination to the extent caused in whole or in part by Grantee or Grantee's Representatives, or (iv) direct or indirect damages due to the breach of this Agreement (the liabilities, damages, claims, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses referred to in this paragraph are hereafter collectively referred to as the "Claims"). Grantee hereby releases and forever discharges the Grantor Parties from, and agrees that Grantee shall waive and not assert any claim of any nature whatsoever against the Grantor Parties or any of them, including, but not limited to, any and all (a) claims for injuries of any kind suffered by Grantee and (b) Claims, except for any such claims or Claims caused by the willful misconduct of the Grantor Parties. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

Prior to the exercise by Grantee of its right of entry under this Agreement, Grantee shall furnish to Grantor evidence satisfactory to Grantor that Grantee maintains a policy of commercial general liability insurance with an insurer authorized to do business in the State of Wisconsin rated A+ in Best's Key Rating Guide (or equivalent), or otherwise approved in writing by Grantor, against claims for bodily injury, death and property damage in a single limit amount of not less than \$2,000,000.00 with respect to all claims for bodily injury or death and \$1,000,000.00 with respect to all claims for property damage. In addition, Grantee shall provide evidence of Workers' Compensation/Employers Liability insurance with a minimum limit of \$500,000.00 per accident; and Automobile Liability insurance with a combined single limit of \$1,000,000.00. All policies of insurance required to be maintained by Grantee pursuant hereto shall (i) name Grantor as an additional insured (except for the policy of Workers' Compensation insurance), (ii) be specifically endorsed to provide a waiver of subrogation in favor of Grantor, and (iii) provide that Grantor shall be given 10 days' prior written notice of the suspension, cancellation, termination, modification, non-renewal or lapse of such policy or a material change in coverage thereunder.

4. Grantee shall promptly restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities and shall promptly repair any damage to the Premises caused by Grantee, or Grantee's Representatives. In the event that environmental conditions prohibit a full restoration at the completion of the Permitted Activities, full restoration will be completed no later than May 31, 2014. The Grantor may survey or cause the Grantee to survey the Premises immediately prior to performing any Permitted Activities and immediately after the conclusion of the Permitted Activities to ensure the restoration is done in compliance with this paragraph. The Grantor shall, at its full discretion, have the authority to determine whether the restoration work has been done to the satisfaction of this paragraph and may direct Grantee to perform additional work to restore the Licensed Premises to the condition it was in immediately prior to performing any Permitted Activities. The Grantor shall in no way use this discretion to direct restoration work to be performed which would constitute an improvement on the Premises above and beyond the condition it was in immediately prior to the performance of Permitted Activities. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement. Any inspection or other services provided by the Grantor to ensure Grantee's compliance with this paragraph will be at Grantee's expense, and Grantor may issue to Grantee invoices for the reasonable cost of inspections or other services to ensure compliance. Grantee shall obtain and Provide a Bond to Grantee to cover the obligations of this paragraph.

5. Any notice given by a party to the other party hereto shall be in writing and given by nationally recognized overnight courier, U.S. certified mail (return receipt requested) or personal delivery, at the address for such other party listed herein, and shall be deemed given when received by the other party.

6. This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Wisconsin without giving effect to its conflict of law provisions.

7. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other writing or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose. This Agreement may not be changed or modified, nor any provision hereof waived, except in writing by the party to be charged thereby.

8. This Agreement shall be construed as a whole and in accordance with the fair meaning of its language, and shall not be construed for or against either party. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and such invalid, void or unenforceable provision shall be replaced by the parties hereby with a valid and enforceable provision which most closely reflects the intent of such parties.

9. In the event that any action or proceeding is commenced to obtain a declaration of rights hereunder or to enforce any provision hereof, whether legal or equitable, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees in addition to all other relief to which it may be entitled therein.

10. The failure of Grantor to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver by Grantor of its rights to enforce this Agreement in the event of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. The person executing this Agreement on behalf of Grantee been duly authorized to do so by Grantee.

12. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

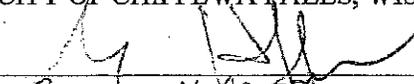
13. This Agreement shall not be binding and enforceable until a fully executed copy is delivered to each party.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR:

THE CITY OF CHIPPEWA FALLS, WISCONSIN

By: 
Name: *Gregory Holtman*
Title: *mayor*

GRANTEE:

LUNDA CONSTRUCTION COMPANY

By: 
Name: _____
Title: *V.P. CONTRACTS*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/23/2013

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

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

| | | | |
|---|---|----------------|--------|
| PRODUCER Alliant Insurance Services, Inc. 333 South Hope Street, Suite 3750 Los Angeles CA 90071 | CONTACT NAME: | | |
| | PHONE (A/C No, Ext): 213-443-2440 | FAX (A/C, No): | |
| INSURED Lunda Construction Company 620 Gebhardt Road P.O. Box 669 Black River Falls WI 54615 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A : Zurich American Insurance Company | | 16535 |
| | INSURER B : American Zurich Insurance Company | | 40142 |
| | INSURER C : | | |
| | INSURER D : | | |
| | INSURER E : | | |
| INSURER F : | | | |

COVERAGES

CERTIFICATE NUMBER: 1418346751

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | GLO654236302 | 5/31/2013 | 5/31/2014 | EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BAP654236202 | 5/31/2013 | 5/31/2014 | COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | WC654236504 (EXCEPT WI) WC0980600403 (WI) | 5/31/2013 5/31/2013 | 5/31/2014 5/31/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |

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

City of Chippewa Falls is included as Additional Insured as respects Liability arising out of operations (work) performed by the Named Insured. Waiver of Subrogation applies as required by contract. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Chippewa Falls 30 West Central St. Chippewa Falls WI 54729 | 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 |

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POLICY NUMBER: GLO654236302

COMMERCIAL GENERAL LIABILITY

CG 24 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OF LOSS

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



ZURICH[®]

Additional Insured – Automatic – Owners, Lessees Or Contractors

| Policy No. | Eff. Date of Pol. | Exp. Date of Pol. | Eff. Date of End. | Producer No. | Add'l. Prem. | Return Prem. |
|--------------|-------------------|-------------------|-------------------|--------------|--------------|--------------|
| GLO654236302 | 5/31/13 | 5/31/14 | 5/31/13 | | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Tutor Perini Corporation and related entities

Address (Including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A. Section II – Who is An Insured** is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:**
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf,
and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of Paragraphs A. and B. above:**
1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 2. We will not provide Limits of insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.
- D. The insurance provided to the additional insured person or organization does not apply to:**
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work for this project as there may be an additional premium for this endorsement. This premium must be in accordance with the manual rules of the Workers' Compensation Insurance Rating Bureau.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 5/31/13

Policy No. WC654236504

Endorsement No.

Insured: Tutor Perini Corporation and related entities

Premium:

Insurance Company: American Zurich Insurance Company

Bond No. 105931149
Lunda Job Number 9323

SITE RESTORATION BOND

Lunda Construction Company, as Principal, and
Travelers Casualty and Surety Company of America of Hartford, CT, as Surety, are held and firmly bound
unto City of Chippewa Falls, WI, as Obligee,
in the penal sum of Three Thousand Dollars and 00/100 (\$3,000.00) the
payment of which we bind ourselves, our heirs, executors and assigns firmly by these presents.

The nature of this obligation is such that the Principal has been issued a Permit from the Obligee located at Union Pacific
Railroad over the Chippewa River, Chippewa Falls, WI and intends on making changes, additions and alterations to the leased premises.

Now therefore, if upon termination of the Permit, the Principal removes all additions and equipment belonging to the
Principal and restores the premises to the original condition, then this obligation to be void, otherwise to remain in full
force and effect.

Notwithstanding anything to the contrary in the Permit, the Bond is subject to the following express conditions:

1. This Bond shall be effective August 7, 2013, and shall remain in full force and effect
thereafter for a period of one year and will automatically extend for additional one year periods from the expiry date
hereof, or any future expiration date, unless the Surety provides to the Obligee not less than thirty (30) days advance
written notice of its intent not to renew this Bond or unless the Bond is earlier canceled pursuant to the following. This
Bond may be canceled at any time upon thirty (30) days advance written notice from the Surety to the Obligee.
2. Upon the effective date of cancellation or nonrenewal the Surety's liability under this Bond shall cease for any act of
default by the Principal, regardless of when the default occurred.
3. Regardless of the number of years this bond is in force, the liability of the Surety shall not be cumulative and shall in
no event exceed the amount set forth above or as amended by rider.
4. Any notice, demand, certification or request for payment, made under this Bond shall be made in writing to the Surety.
Any demand or request for payment must be made prior to the effective date of cancellation or nonrenewal.
5. This Bond shall be void unless signed and acknowledged by the Obligee below.

SIGNED, SEALED AND DATED this 9th day of August, 2013.

Principal
Lunda Construction Company
By: Larry Lunda 8/9/2013
Larry Lunda, President
Travelers Casualty and Surety Company of America



By: Jean M. Feeney
Jean M. Feeney Attorney-in-Fact

Signed and acknowledged as to the Obligee, this _____ day of _____, _____.

By: _____

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226979

Certificate No. 005581011

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Michael J. Cusack, John J. Gambino, Nicole Roy, Natalie Coneys, Donald H. McCarter, Sandra C. Lopes, Jean M. Feeney, and Nicholas Labbe

of the City of Boston, State of Massachusetts, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 31st day of July, 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 31st day of July, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

Lucas Haun

From: Kevin Holcomb
Sent: Thursday, August 08, 2013 3:44 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: FW: Bond Request
Attachments: SureFormDocStructure.pdf

Sandra:

The City of Chippewa Falls has approved the use of the proposed Restoration Bond form. Please proceed with that form (if you haven't already started on it).

Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

From: Matthew Decur [mailto:mdecur@chippewafalls-wi.gov]
Sent: Thursday, August 08, 2013 3:13 PM
To: Lucas Haun
Cc: Kevin Holcomb
Subject: RE: Bond Request

The City Attorney reviewed and approved the attached form. Please proceed.
Matt

Matthew J Decur, PE
Assistant City Engineer | City of Chippewa Falls
(715) 726-2738

From: Lucas Haun [mailto:lhaun@lundaconstruction.com]
Sent: Thursday, August 08, 2013 8:57 AM
To: Matthew Decur
Cc: Kevin Holcomb
Subject: FW: Bond Request
Importance: High

Matt-

Would the attached bond form work for you?

Luke Haun
Lunda Construction Company

~~Alliant Insurance Services, Inc.~~

131 Oliver Street, 4th Floor
Boston, MA 02110
Phone: 617-535-7259 Mobile: 617-378-2050
Fax: 617-535-7204
slopes@alliant.com

From: Kevin Holcomb [<mailto:kholcomb@lundaconstruction.com>]
Sent: Wednesday, August 07, 2013 4:55 PM
To: Sandra C. Lopes
Cc: Lucas Haun
Subject: Bond Request
Importance: High

Sandra:

Could you please prepare the attached Restoration Bond and mail it to me at the address listed in my signature? The City of Chippewa Falls, WI did not have a standard form for a Restoration Bond so they dug up a Performance Bond. I have made a few changes to it to better describe it as a Restoration Bond. Please review and feel free to make any required legal revisions to make the document legit. Thanks for your help on this request and please contact me with any questions.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

This e-mail and all attachments to it are for the sole use of the intended recipients and may contain proprietary information and trade secrets of Alliant Insurance Services, Inc. and its subsidiaries. This e-mail may also contain information which is confidential or which is protected from disclosure by privilege. Any unauthorized use, disclosure or distribution of this e-mail and its attachments is prohibited. If you are not the intended recipient, let us know by reply e-mail and then erase and destroy all electronic or other copies of this message.

PO Box 669

Black River Falls, WI 54615
Ph: (715) 284-9491
Fax: (715) 284-9146
Cell: (715) 299-0214

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From: Kevin Holcomb
Sent: Thursday, August 08, 2013 6:35 AM
To: Lucas Haun
Cc: Sandra C. Lopes
Subject: FW: Bond Request
Importance: High

Luke:
Please verify with the City that they will accept this form.

Kevin Holcomb
Lunda Construction Company
620 Gebhardt Road, PO Box 669
Black River Falls, WI 54615
Phone 715-284-9491 x232
Fax 715-284-9146

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Spruce up the looks to your e-mails with HTML. Go to Microsoft Office, select Tools, Options, Mail Format, Message Format, and select HTML from the drop down box.
Add a signature to your e-mails similar to mine. Go to Microsoft Office, select Tools, Options, Mail Format, Signatures, and click on Signatures to add your own signature to your e-mail.

From: Sandra C. Lopes [<mailto:slopes@alliant.com>]
Sent: Thursday, August 08, 2013 6:32 AM
To: Kevin Holcomb
Cc: Lucas Haun
Subject: RE: Bond Request

Kevin:

Travelers has their own Restoration Bond Form that we will use for this bond. Please see attached.

Please let me know if you have any questions.

Sandra C. Lopes, CRIS
Surety Account Manager
Construction Services Group



Lunda Construction Company

Union Pacific Railroad Bridge over Chippewa River

Chippewa Co.

Work Road Details/Amendment to 404 Permit

In order to construct the proposed structure, a temporary access road and river causeway will be necessary. Access to the proposed work area will be achieved in the area shown on the site map (attached) which will be off of Technology Way (Industrial Blvd). The existing ground surface in the staging area will be utilized in its current state. If ground conditions deteriorate, base material may need to be placed in the staging area to stabilize the ground surface.

As the work road continues to the north from the staging area, it crosses an open area that is considered a wetland per the DNR Surfacewater Viewer Website. In this area, fabric will be placed on the existing ground surface and covered with approximately 2 feet of select crushed material. There may need to be a few trees that may need to be cleared to provide equipment access into area. A typical cross section for the work road in this area is attached.

In the other portions of the work road north of the staging area, the proposed method of construction will be as follows:

- 1) Clear and Grub Trees approximately 50' wide.
- 2) Strip Topsoil and place in berm alongside work road. Topsoil berm will have temporary seed placed due to length of project.
- 3) A 12" thick layer of select crushed material will be placed to provide an driving surface for the equipment access.

There will be tree clearing required on both sides of the approach spans to provide a working area near the river as well as to complete the required contact work. An additional area in the staging area along the railroad tracks will also be required in order to pick material off of train cars sitting on the rail with a crane located in the staging area.

After the work road has been installed to the river, the cross section of the work road will transition to the Causeway Cross Section detail provided. The fill areas will have DOT Heavy Riprap placed and then capped with 8 – 12" of select crushed material for a driving surface. The causeway will be constructed to an elevation of 843 +/- . The layout of the causeway is provided as an attachment. A dockwall will be constructed in the approximate area shown to provide barge mounted cranes access to the remaining work area.

The purpose for the causeway on the section of the river shown is due to the shallow water depths (3-4 feet) that were checked onsite approximately 50' upstream from the existing pier noses. Due to the size of the equipment needed to complete this project, the barges would not be able to float in this area.

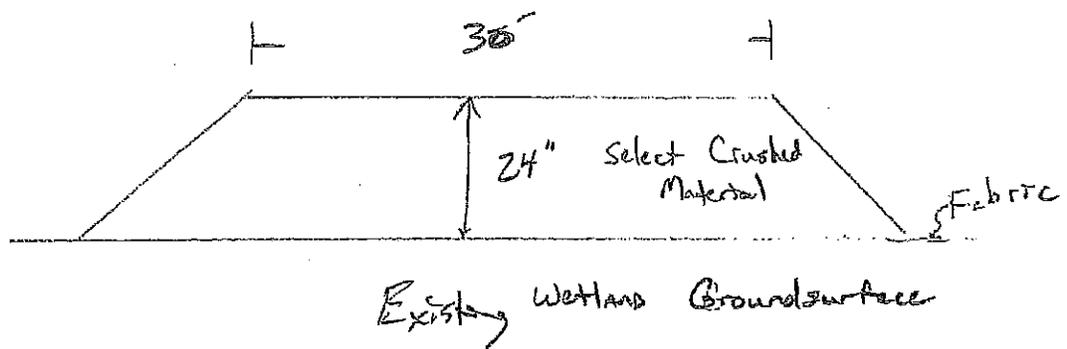
After the construction of the bridge and existing pier substructure removals have been completed, the causeway and dockwall will be removed. During the removal of the causeway, turbidity barrier will be placed down river to attempt to capture sediment that would become suspended during the causeway removal. This work will be completed in stages to prevent an excessive length of turbidity barrier to be left exposed to the river current. When the turbidity barrier needs to be relocated to continue the removal operations, the removal operations will stop, the turbidity barrier will be relocated and then the causeway removal operations will commence again. This process will be repeated until the causeway has been removed.

After the causeway has been removed, all of the existing selected crushed material (and fabric in the wetland area) will be removed. The areas where the topsoil was stripped will have the topsoil spread back out over the disturbed ground surface and seeded. The areas near the river will have emat placed as a cover. The other areas will have mulched placed as necessary. The DNR will be invited onsite to review these operations and to provide direction/input as needed during this work.

Work would commence once the permits have been procured on the access road/causeway. The initial schedule shows that the work road removal would start towards the end of December, 2013.

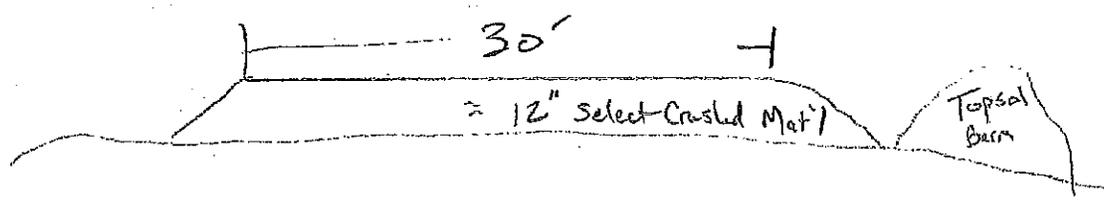
Chippewa Falls UPRR Wetland Area
Work Road Cross Section

7/9/13



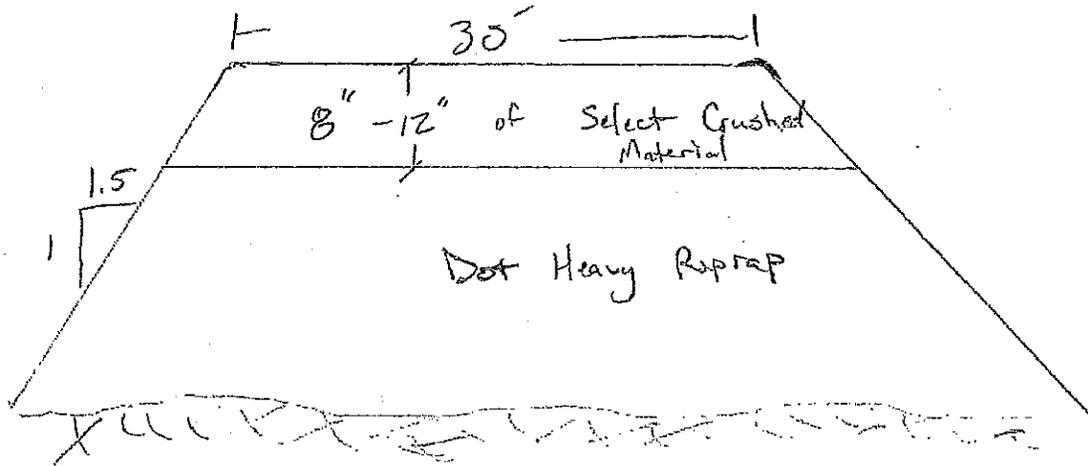
1/9/13

Access Road
Typical Cross Section
(Non-wetting Areas)

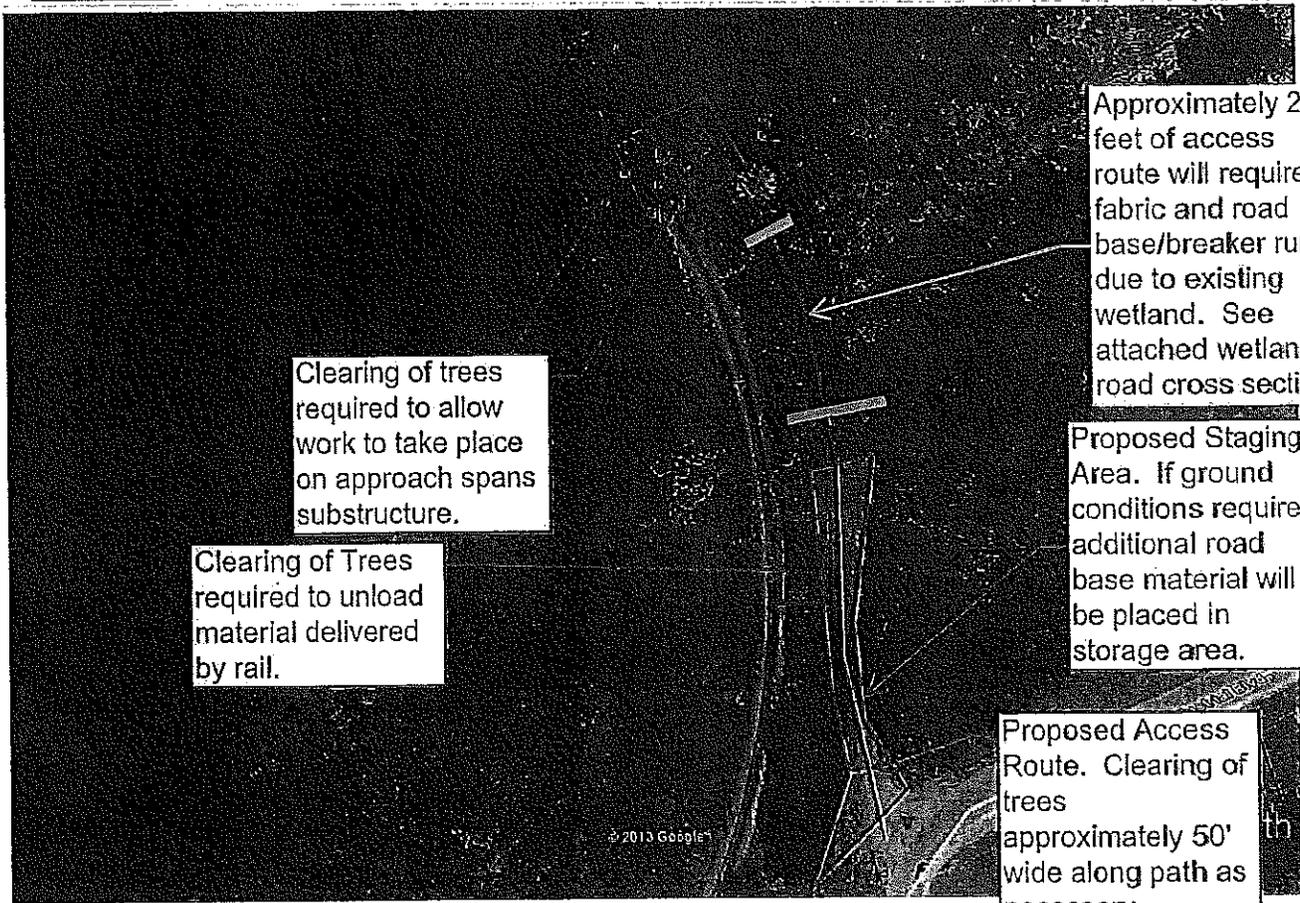


Chippewa Falls UPRR Causeway Cross Section

7/9/13



Site Plan



Clearing of trees required to allow work to take place on approach spans substructure.

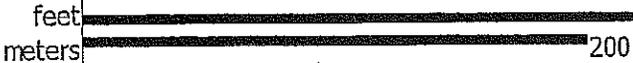
Clearing of Trees required to unload material delivered by rail.

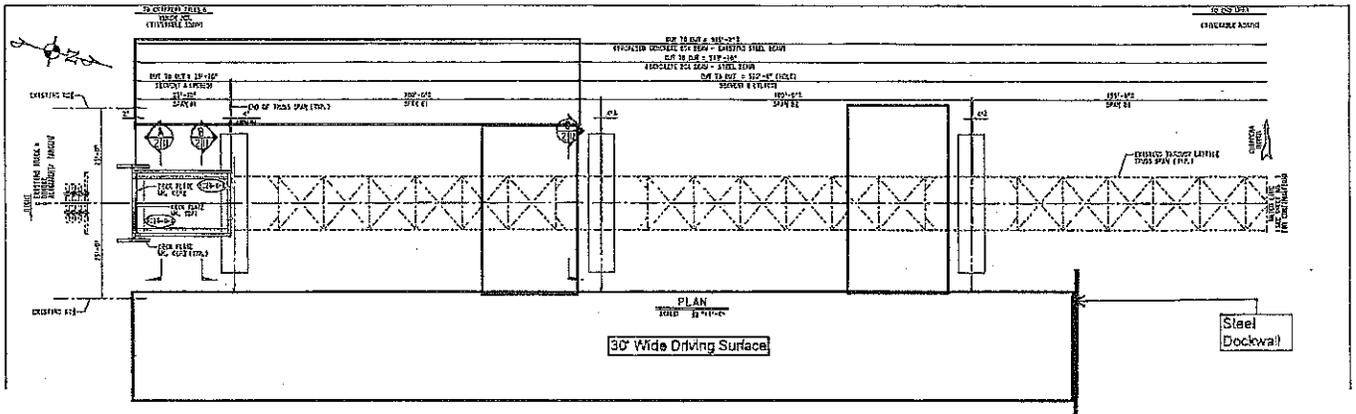
Approximately 225 feet of access route will require fabric and road base/breaker run due to existing wetland. See attached wetland road cross section.

Proposed Staging Area. If ground conditions require, additional road base material will be placed in storage area.

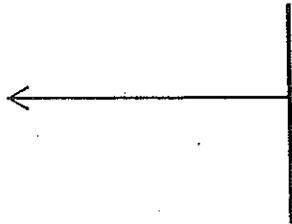
Proposed Access Route. Clearing of trees approximately 50' wide along path as necessary.

Google earth





Approximately 50' Upstream of existing structure, water depths range from 3 - 4 feet in depth in this area. This is too shallow to safely float a barge in this area, requiring a work road be constructed to access this area.



| | |
|-----------------|----------|
| TRUSS | STEEL |
| PIER | CONCRETE |
| DOCKWALL | STEEL |
| DRIVING SURFACE | CONCRETE |

30' WIDE DRIVING SURFACE

| | |
|-------------|---------------|
| DATE | 05-20-12 |
| PROJECT | BRIDGE REPAIR |
| SHEET NO. | 2 OF 37 |
| DRAWING NO. | 119457 |

Map Created on Jul 09, 2013



Legend

- Major Highways**
 - Interstate
 - State Highway
 - U.S. Highway
 - County Roads
 - Local Roads
- 24K County Boundaries
- Civil Towns**
 - Civil Town
- DNR Wetland Points**
 - Excavated Pond
 - Dammed Pond
 - Wetland Too Small to Delineate
 - Filled Excavated Pond
 - Filled Dammed Pond
 - Filled Wetland Too Small to Delineate
 - Filled or Drained Wetland
- DNR Wetland Areas**
 - Upland
 - Wetland
 - Filled or Drained Wetland
 - 24K Open Water
 - 24K Rivers and Shorelines
 - Intermittent
 - Fluctuating
 - Perennial

0 210 420 630 ft.



Scale: 1:2,174

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

Notes: Wetland Viewer

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 22, 2013 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, July 22, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer, Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Luke Haun of Lunda Construction.

1. **Motion** by Adrian, seconded by Bauer to approve the minutes of the July 8, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Luke Haun of Lunda Construction appeared to request using an approximate 100' x 600' parcel of land North of Technology Way and South of the Chippewa River to facilitate an upgrade of the Union Pacific Railroad Bridge over the Chippewa River. Mr. Haun passed out examples of tipped piers, (attached), to demonstrate the need for the bridge replacement. He noted that the South shore line was shallow and not "Barge accessible". He stated a 210 ton crane would be utilized which would require a crushed gravel base course access road. He continued that the use of the parcel would be restored to the existing condition after the bridge project. He stated that he was already working with WI Dept. of Natural Resources to facilitate restoration of an existing wetland located on the parcel. Mayor Hoffman and Director of Public Works Rubenzer asked about compensation for a temporary limited easement. Mr. Haun then stated no funding had been planned for the access. He stated that the project was estimated to begin in August, 2013 and be completed by December 31, 2013. Rubenzer stated that post-construction conditions should match pre-construction conditions and that proof of insurance, (\$1,000,000 umbrella), and a bond should be required. Senn suggested pre and post-construction pictures and authorizing Director of Public Works Rubenzer to do monthly progress inspections and a final walk through to ensure compliance. Also to require a contract and agreement that included all details.
After more discussion about compensation for a temporary limited easement, **Motion** by Senn, seconded by Adrian that the Common Council allow Lunda Construction to use a City owned parcel between Technology Way, (at intersection with Jeffers Street), and the Chippewa River. The use is for access to the Union Pacific Railroad Bridge for repair and replacement and is contingent on an agreement between Lunda Construction and the City of Chippewa Falls that includes:
 - 1) Assurance that post-construction conditions match pre-construction conditions and approved by Director of Public Works Rubenzer after a final walk through.
 - 2) Bond and insurance are submitted and approved by Lunda Construction.**All present voting aye. MOTION CARRIED.**

3. The Board discussed the request of Notre Dame Church to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat. Rubenzer noted that it was presently being used as a parking lot for the church

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

and that in previous years the City of Chippewa Falls had paved the street and completed pot hole repairs. He stated that there was no city benefit for continuing to maintain the said section of street right-of-way. Mayor Hoffman was concerned about "selling" a City owned parking lot to Central Lutheran Church and then "giving" this to Notre Dame Church. Rubenzer noted that this was public right-of-way and would need to be discontinued and didn't believe it could be "sold".

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council find it in the public interest to discontinue part of Church Street adjacent to and between Lot #1, Block #10 and Lot #4, Block #9 of the Chippewa Falls Plat and is contingent upon

- 1) Any notice and advertising fees be paid by Notre Dame Church.
- 2) Review and approval of City Attorney Ferg.

All present voting aye. **MOTION CARRIED.**

4. **Motion** by Adrian, seconded by Senn to adjourn. All present voting aye. **MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:17 P.M.

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



May 2, 2014

RE: Phase I Environmental Site Assessment
Update
WCL/CN Property, 28 South Bridge Street
Chippewa Falls, Wisconsin
SEH No. CFCIT XXXXXX 10.00

Jayson Smith, Planner
City of Chippewa Falls
30 W. Central Street
Chippewa Falls, WI 54729

Dear Jayson:

Short Elliott Hendrickson Inc. (SEH[®]) understands that the Wisconsin Department of Natural Resources (WDNR) has suggested the City of Chippewa Falls (City) update a Phase I Environmental Site Assessment (ESA) of the Wisconsin Central, Ltd. (WCL) property located at 28 South Bridge Street, Chippewa Falls, Wisconsin. A Phase I ESA was prepared for and submitted to the City by SEH in May 2011. SEH understands a Phase I ESA report has also been completed (dated March 2014) by ENVIRON International Corp for the current owner and provided to the City. SEH understands a copy of the ENVIRON report will be made available to SEH for this update.

SCOPE OF WORK

TASK 1 – PHASE I ESA UPDATE

The Phase I ESA update will include an update to the Phase I ESA report completed by SEH and dated May 2011. The Phase I ESA update will include those elements required by ASTM E1527-05 including an interview with the current property owner, a user questionnaire completed by the owner, review of database records, site reconnaissance of the property and the required declaration by an Environmental Professional. As the ENVIRON report is dated March 2014, SEH assumes Phase I ESA environmental records (database report, aerial photographs, other) were obtained by ENVIRON within the past six months and will not be ordered or obtained by SEH during this update. SEH will review those records included in the ENVIRON report.

SCHEDULE AND FEES

SEH will complete the Phase I ESA update within three weeks of authorization to proceed, assuming necessary information is available within that time frame.

The scope of work described above will be completed on a time and expenses basis for \$1,400. The tasks included above will be completed in accordance with the existing Agreement for Professional Services between the City and SEH.

Jayson Smith, Planner
May 2, 2014
Page 2

We appreciate the opportunity to work with you on this project. If you have any questions regarding our proposal, please feel free to contact Bruce at 715.720.6244 or Tim at 715.720.6240. To authorize SEH to proceed, please sign below and return one signed copy to my attention.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Bruce K. Olson, PE
Project Manager



Timothy M. Marko, PE
Client Service Manager

BKO/TMM

Approved: City of Chippewa Falls
Phase I ESA Update – 28 South Bridge Street
30 W. Central Street
Chippewa Falls, WI 54729

By: _____
Jayson Smith, City Planner

Date: _____

By: _____
Gregory Hoffman, Mayor

Date: _____

Attest: _____
Bridget Givens, City Clerk

Date: _____

Approved as to Form:

City Attorney

Date: _____

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Manager/Treasurer