

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, November 6, 2018 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. CLERK CALLS THE ROLL
2. APPROVAL OF MINUTES OF PREVIOUS MEETING
 - (a) Approve minutes of the Regular Council Meeting of October 16, 2018.
3. PERSONAL APPEARANCES BY CITIZENS - No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. PUBLIC HEARINGS
 - (a) Public Hearing regarding Amending the Zoning Code of the City of Chippewa Falls (Lots 1 and 2, Block 2 of Lake Wissota Business Park located at the southeast corner of County Hwy I and Lakeland Drive). (see Ordinance #2018-17)
5. COMMUNICATIONS - None
6. REPORTS
 - (a) Consider Board of Public Works minutes of October 22, 2018.
7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of October 23, 2018.
 - (b) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of October 30, 2018.
 - (c) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 1, 2018.
 - (d) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 6, 2018. (minutes to be distributed prior to meeting)
8. APPLICATIONS
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (Complete list provided prior to Council meeting).
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS
 - (a) Consider appointment of Pat Milanowski as an Election Inspector.
 - (b) Mayor announces the appointment of Mike Houle to the Police and Fire Commission to fulfill the term of Brian Flynn. Action on this appointment scheduled for November 20th.
11. MAYOR'S REPORT - None
12. REPORT OF OFFICERS - None
13. ORDINANCES
 - (a) Consider **Ordinance #2018-17 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (Lots 1 and 2, Block 2 of Lake Wissota Business Park located at the southeast corner of County Hwy I and Lakeland Drive).
 - (b) Consider **Ordinance #2018-18 Entitled:** An Ordinance Amending §8.04(3) of the Chippewa Falls Municipal Code to Give the Director of Public Works the Authority to Permit Driveway Widths Beyond the 35 Foot Limit.
 - (c) Consider **Ordinance #2018-19 Entitled:** An Ordinance Creating Standing Committee No. 5 of the Chippewa Falls Common Council Regarding Oversight of Economic Development.
14. RESOLUTIONS - None

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) Presentation by Dennis Lyon representing the National League of Cities for the sanitary sewer and water service warranty program.
- (b) Discuss and consider Professional Engineering Services Agreement with Ayres Associates for Glen Loch Dam repairs.
- (c) Discuss and consider Intergovernmental Agreement with Chippewa County for Anti-Icing.

16. CLAIMS

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

17. CLOSED SESSION

(a) Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:

- (1) Negotiation of possible sale and transfer of city-owned property in Riverside Industrial Park.

Return to Open Session. Possible action on Closed Session item.

(b) Closed Session under WI Statutes 19.85(1)(g) for "conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved" to discuss and consider the following:

- (1) Potential litigation.

May return to Open Session. Possible action on Closed Session item.

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 November 2, 2018 at 3:00 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, October 16, 2018 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: John Monarski, Rob Kiefer, Chuck Hull, Paul Olson, Paul Nadreau, and Robert Hoekstra. Absent was CW King.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matthew Kelm, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Hoekstra/Olson** to approve the minutes of the Regular Council Meeting of October 2, 2018. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Caitlin McElroy and Peter Thoma, Student Council Advisors from Holy Ghost Elementary and Notre Dame, appeared on behalf of their Student Council members who were in attendance to observe the proceedings of a meeting.

PUBLIC HEARINGS

(a) Mayor Hoffman opened a Public Hearing regarding the change of districts in the Zoning Ordinance for Lot 2, except the south half, and Lot 3, replat Zielie's Addition, located in Block 5, Zielie's Addition along the west side of Chippewa Crossing Boulevard at 6:32 pm. Wes Mueller, developer of the property, appeared in support of the project. There being no further requests to speak, the hearing was closed at 6:33 pm.

COMMUNICATIONS - None

REPORTS

- (a) The Board of Public Works meeting of October 8, 2018 was cancelled due to a lack of agenda items.
- (b) **Motion by Hoekstra/Hull** to approve the Plan Commission minutes of October 8, 2018. **Roll Call Vote: Aye – Hoekstra, Hull, Olson, Nadreau, Monarski, Kiefer. Motion carried.**
- (c) **Motion by Kiefer/Monarski** to approve the Business Improvement District Board minutes of October 5, 2018. **Roll Call Vote: Aye – Kiefer, Monarski, Hull, Olson, Nadreau, Hoekstra. Motion carried.**
- (d) The Joint Review Board minutes of October 1, 2018 were presented.

COUNCIL COMMITTEE REPORTS

- (a) **Motion by Nadreau/Monarski** to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of October 16, 2018. **Roll Call Vote: Aye – Nadreau, Monarski, Kiefer, Hull, Olson, Hoekstra. Motion carried.**
- (b) **Motion by Hoekstra/Olson** to approve the Committee #2 Labor Negotiations, Personnel, Policy, and Administration minutes of October 15, 2018. **Roll Call Vote: Aye – Hoekstra, Olson, Nadreau, Monarski, Kiefer, Hull. Motion carried.**
- (c) The Park Board minutes of October 9, 2018 were presented.
- (d) The Library Board minutes of September 12, 2018 were presented.

APPLICATIONS

- (a) **Motion by Monarski/Olson** to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye, motion carried.**
- (b) **Motion by Olson/Nadreau** to approve the Application for Temporary Class "B" Beer Retailer's License from the Knights of Columbus for the Hunter's Stag on November 7, 2018 to be held at 236 Pumphouse Road. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS

(a) **Motion by Hoekstra/Hull** to approve the appointment of Tim Foley and Arlene Eslinger as Election Inspectors. **All present voting aye, motion carried.**

MAYOR'S REPORT

(a) Mayor Hoffman presented a proclamation declaring October 22 - 28, 2018 as Arbor Week in the City of Chippewa Falls.

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Olson/Kiefer** to approve **Ordinance #2018-16 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (Lot 2, except the south half and Lot 3, Replat of Zielie's Addition located in Block 5, Zielie's Addition along the west side of Chippewa Crossing Boulevard). **Roll Call Vote: Aye – Olson, Kiefer, Hull, Nadreau, Hoekstra, Monarski. Motion carried.**

(b) The First Reading of **Ordinance #2018-17 Entitled:** An Ordinance Amending the Zoning Code of the City of Chippewa Falls (Lots 1 and 2, Block 2 of Lake Wissota Business Park located at the southeast corner of County Hwy I and Lakeland Drive) was held.

(c) The First Reading of **Ordinance #2018-18 Entitled:** An Ordinance Amending §8.04(3) of the Chippewa Falls Municipal Code to Give the Director of Public Works the Authority to Permit Driveway Widths Beyond the 35 Foot Limit was held.

(d) The First Reading of **Ordinance #2018-19 Entitled:** An Ordinance Creating Standing Committee No. 5 of the Chippewa Falls Common Council Regarding Oversight of Economic Development was held.

RESOLUTIONS

(a) **Motion by Hoekstra/Monarski** to approve **Resolution #2018-39 Entitled:** Resolution Approving a Certified Survey Map (Lot 3 of CSM No. 2693). **Roll Call Vote: Aye – Hoekstra, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS

(a) **Motion by Olson/Hoekstra** to approve the claims as recommended by the Claims Committee.

City General Claims:	\$989,860.05
Authorized/Handwritten Claims:	\$2,300.00
Department of Public Utilities:	\$199,213.83
Total of Claims Presented	<u>\$1,191,373.88</u>

Roll Call Vote: Aye – Olson, Hoekstra, Monarski, Kiefer, Hull, Nadreau. Motion carried.

CLOSED SESSION

(a) **Motion by Monarski/Hoekstra** to go into Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a Closed Session" to discuss and consider the following:

- (1) Potential tax increment financing incentives and a Developers Agreement for a project in Lake Wissota Business Park – TID #14 including all matters relative to procurement of a satisfactory Developers Agreement; and to include Council, Mayor, Ferg, Bauer, Rubenzer, Hentschel, and Givens; may return to Open Session for possible action on Closed Session item.

Council discussed Item (1) above.

Motion by Hoekstra/Olson to return to Open Session. All present voting aye, motion carried.

It was announced in Open Session that a Developers Agreement was unanimously approved in Closed Session between the City of Chippewa Falls, Lakeland Drive, LLC, and Nordson EDI.

ADJOURNMENT

Motion by Hoekstra/Olson to adjourn at 7:17 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - October 16, 2018

NAME	ADDRESS
Dave Flanagan	511 Spring Green Dr.
Chloe Flanagan	511 Spring Green Dr.
Sydney Flanagan	511 Spring Green Drive
Darla Bowe	9898 170th St
Claire Ruf	1154 West Spruce Street
Wes Muller	3963 138th St C.F.
Rhonda Elstran	5967 167th St. C.F.
Olivia Elstran	5967 167th St. C.F.
Owen Elstran	5967 167th St. C.F.
Angelo Enderes	1178 Hilary St. C. F
Rolly Enderes	" "

CITY COUNCIL ATTENDANCE SHEET - October 16, 2018

NAME	ADDRESS
Jenny Kasper	17440 99th Ave. C.F.
Jack Kasper	17440 99th Ave C.F.
Brad Hudson	4319 118th St C.F.
Siegenthalers: Val, Ben, Erin, Anne	14380 - 47th Ave C.F.
Peter Thomas	1845 Timber Trail
Kendra Rogers	415 W Grand Ave, C.F.
Cathie McElroy	14346 41st Ave. C.F.

NOTICE OF PUBLIC HEARING CHANGE IN ZONING DISTRICTS 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, November 6, 2018** in the Council Chambers, Municipal Building, 30 West Central St., Chippewa Falls, Wisconsin, commencing at 6:30 P.M. on the proposed change of districts in the Zoning Ordinance of the City of Chippewa Falls of the following real estate:

Parcels 2025.5007 and 2025.5008, Lots 1 and 2, Block 2 of Lake Wissota Business Park located at the southeast corner of County Hwy I and Lakeland Drive.

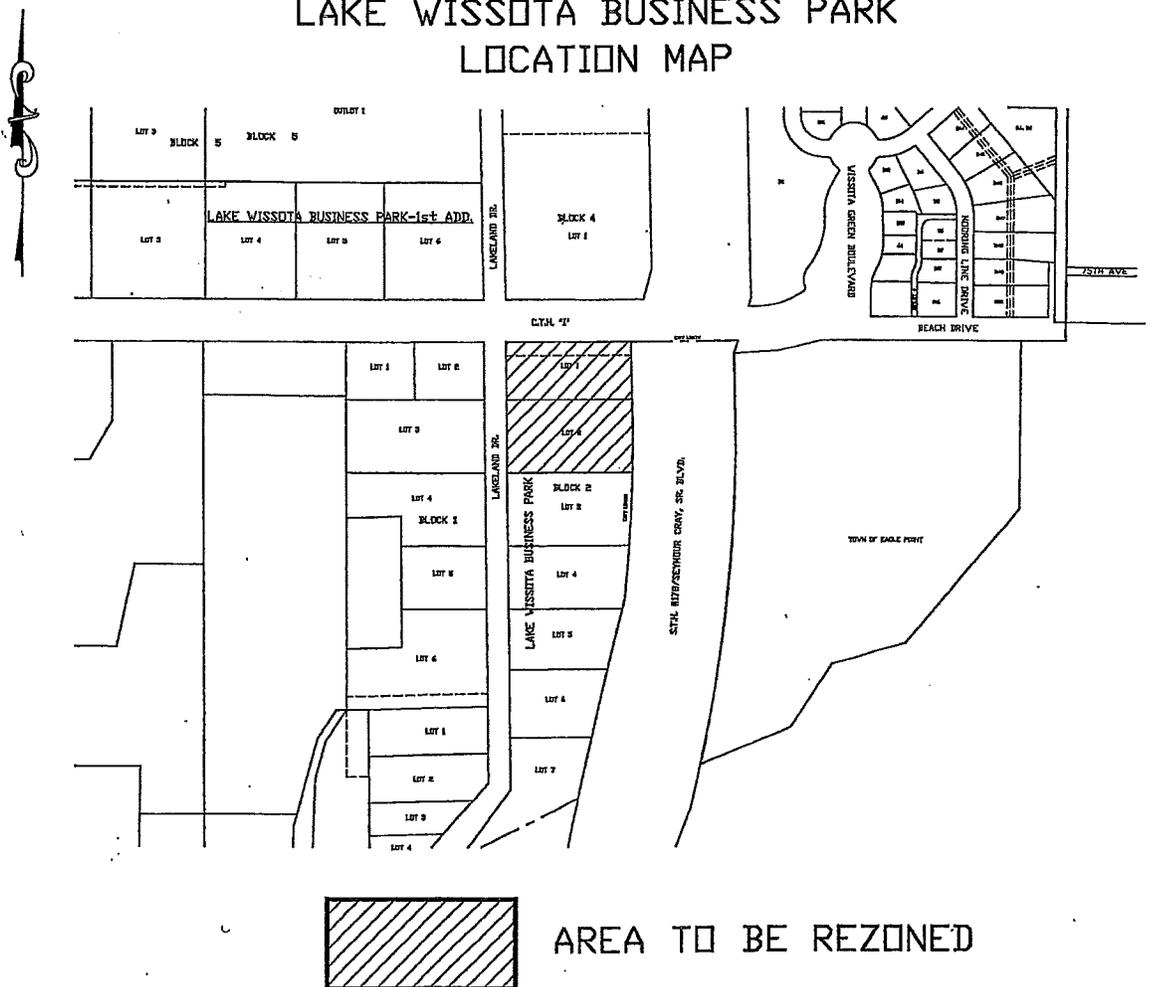
C-2 General Commercial to O-2 Office and Institutional District.

Following the hearing, the Common Council will consider passage of an ordinance changing the zoning district map of the City of Chippewa Falls, Wisconsin.

The Ordinance covering these changes is available for inspection in the City Clerk's Office.

Bridget Givens
City Clerk

REZONING LOTS 1 & 2, BLOCK 2 LAKE WISSOTA BUSINESS PARK LOCATION MAP



**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, OCTOBER 22, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, October 22, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Assistant City Engineer Bill McElroy, City Planner Brad Hentschel and Brad Hudson of Nordson Extrusion Dies Industries, LLC were also present at the meeting.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the September 24, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached agreement with Chippewa County for Anti-Icing treatment and snow and ice removal for the section of Bridge Street between the Bridge Street/River Street roundabout and Summit Avenue. Director of Public Works Rubenzer stated that Chippewa County had performed anti-icing services on this section during the 2017-18 winter season while the WDOT STH #124 bridges were being resurfaced. He continued that the city was considering an anti-icing program for hills, bridges and primary streets and intersections but that the city presently doesn't have the equipment. He listed advantages that;
 - 1) the salt brine is generally applied during good weather conditions prior to the storm and was about a 20% salt solution.
 - 2) The brine is applied during regular work hours.
 - 3) The brine breaks a snow/ice bond to the street surface and can melt an inch or so of snow.

Disadvantages are if the storm turns out to be rain, the brine is wasted. He continued that Chippewa County is purchasing a brine making unit that the city could use for brine purchases in the future. Chippewa County Highway Commissioner Brian Kelley estimated a bill between \$2000 - \$3000 for anti-icing brine application for 52 storms during the 2018-19 winter season. Director of Public Works Rubenzer stated the attached contract was for twenty-four hour anti-icing and snow and ice removal for the said section of Bridge Street but that it could be modified to just an anti-icing agreement. Finance Manager Bauer recommended City Attorney Ferg give his opinion on the #7. Indemnification clause in the agreement.

Motion by Hoffman, seconded by Olson that the Common Council approve the anti-icing part of the attached agreement for service with Chippewa County contingent on Attorney Ferg's review and approval (or revision) of item #7 Indemnification of the agreement and authorize Director of Public Works Rubenzer to execute the agreement. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached minutes of the October 19, 2018 meeting of the Chippewa Falls Groundwater Technical Review Committee. At its meeting, the Groundwater Technical Review Committee considered the attached provisional use permit from Nordson Extrusion Dies Industries, LLC for construction in zone 3 of the city's Wellhead Protection

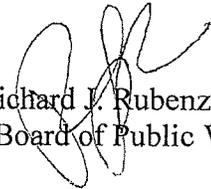
District in the Lake Wissota Business Park. Director of Public Works Rubenzer highlighted committee concerns of a more detailed explanation in Appendix E: Spill and Cleanup Procedures of the "Code Yellow" designation and the emergency management team. Brad Hudson of Nordson Extrusion Dies Industries, LLC gave details of how the emergency management team was made up and trained. Another committee concern was of the outside transfer and storage of metal shavings/chips that are a byproduct of the extrusion processes. Mr. Hudson presented a revised site plan showing that Nordson Extrusion Dies Industries, LLC had addressed the concern and revised the transfer process so that shavings/chip transfer and storage would all be under a roof and also over a secondary containment area so a spill redundancy was established.

Motion by Hoffman, seconded by Rubenzer that the Common Council approve the attached provisional use permit from Nordson Extrusion Dies Industries, LLC for construction in zone 3 of the city's Wellhead Protection District in the Lake Wissota Business Park. **All present voting aye. MOTION CARRIED.**

4. The Board considered the attached Engineering Agreement for Professional Services with Ayres Associates for project plans, specs, bidding services and construction administration of the Glen Loch Dam repair and construction project. The project includes three phases of a dive/inspection, coffer damming both drawdown gates, outlets, removal and replacement of the trash rack, replacing of two gate stems, mounts and gate mechanisms, installment of a small craft barrier, guardrail and fencing. Director of Public Works Rubenzer stated that Ayres Associates had successfully wrote an approximately \$66,000 WDNR grant for the city to construct and repair the above named tasks at the Glen Loch Dam. He stated the original project bid period was October 10-24 and that we were a couple weeks behind that schedule if the agreement were approved at the November 6, 2018 Common Council meeting.

Motion by Rubenzer, seconded by Olson to recommend the Common Council approve the attached Engineering Agreement for Professional Services with Ayres Associates for project plans, specs, bidding services and construction administration of the Glen Loch Dam repair and construction project and authorize Director of Public Works Rubenzer to execute the agreement. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Olson, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:59 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on Monday, October 8, 2018 at 5:30 P.M. in the City Hall Council Chambers, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, OCTOBER 8, 2018

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, October 3, 2018 at 9:00 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 24, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, September 24, 2018 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 Paul Olson. Also attending were Assistant City Engineer Bill McElroy and Dennis Lyon representing the National League of Cities for Service Line Warranty Program.

1. **Motion** by Bauer, seconded by Olson to approve the minutes of the September 10, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

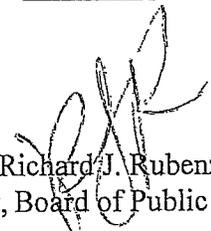
2. Dennis Lyon appeared to present the attached National League of Cities for Service Line Warranty Program. In addition to the written literature, the Board asked questions. Mr. Lyon stated all correspondence would be reviewed and approved by the City before being sent to residents. He stated there was no limit to the amount of claims per service, no pre-program inspection and that participants could enroll in the program on a month to month basis.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council consider the attached National League of Cities for Service Line Warranty Program administered by Utility Service Partners, Inc. In addition that Finance Manager Bauer and City Attorney Ferg review the entire program and corresponding draft agreement. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer stated that Mayor Hoffman had requested adding the downtown alley in Block #47, Chippewa Falls Plat, bound by Bridge St., Grand Ave., Bay St. and Columbia St. Director of Public Works Rubenzer stated the alley probably would not be paved until 2019, but that he would like to get the public information meeting and public hearing for the projects in 2018.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve paving the downtown alley in Block #47, Chippewa Falls Plat, bound by Bridge St., Grand Ave., Bay St. and Columbia St. contingent on conducting a public information meeting and public hearing for the same. **All present voting aye. MOTION CARRIED.**

4. Director of Public Works Rubenzer stated that there were numerous requests for wider than thirty-five feet driveways on the Wallerville Project, (Lombard, Ludgate, Oxford and Regent Streets) and that he expected additional requests. The Board of Public Works can currently approve such requests. Director of Public Works Rubenzer stated without a special Board of Public Works meeting, any additional wider driveway requests could not be addressed before curb and gutter was installed in the next couple of weeks. He continued that residents signed public hearing waivers and agreed to pay additional special assessments created with the wider drives. He stated that the Engineering Department considered safety, legal parking spaces and traffic congestion when issuing regular or wider driveway requests.

5. **Motion** by Hoffman, seconded by Senn to combine agenda item numbers four, five and seven. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Hoffman, seconded by Senn to approve a fifty foot wide driveway at #1722 Ludgate Street, a sixty-one foot wide driveway at #1735 Ludgate Street and a thirty-six foot wide driveway at #1717 Ludgate Street. **All present voting aye. MOTION CARRIED.**
7. The Board considered the hot mix paving of the alley in Block #44, Chippewa Falls Plat bound by Pine Street, Superior Street, Grand Avenue and Columbia Street. Director of Public Works Rubenzer stated that this alley wasn't a downtown alley but that the City Street Department was spending a large amount of time, (twenty hours per summer), maintaining the alley, (about two hundred of the four hundred feet). He noted that no petition had been received but that a public information meeting and public hearing would be conducted for the alley project. Finance Manager Bauer asked about when the alley would be done and what the price per foot would be. Director of Public Works Rubenzer stated that the alley paving would most likely not be done until 2019 and that if hot mix prices were higher than estimated, the general fund would be responsible for the extra cost.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council pave the alley in Block #44, Chippewa Falls Plat, bound by Pine Street, Superior Street, Grand Avenue and Columbia Street. In addition, that a public information meeting and public hearing be conducted concerning the same. **All present voting aye. MOTION CARRIED.**
8. As per previous discussion, Director of Public Works Rubenzer recommended that the Common Council revise City Municipal Code 8.04 Driveway Construction, (3) Width to read as shown on the attachment. The revision would allow the Director of Public Works or authorized representative to grant wider than thirty-five foot driveway requests where safety and congestion are not a concern and where applicable.
Motion by Hoffman, seconded by Senn to recommend the Common Council revise City Municipal Code 8.04 Driveway Construction, (3) Width to allow the Director of Public Works or authorized representative to grant wider than thirty-five foot driveway requests where safety and congestion are not a concern and where applicable. In addition that Attorney Ferg review and revise the attached proposed revision appropriately. **All present voting aye. MOTION CARRIED.**
9. As per previous discussion, Director of Public Works Rubenzer noted that he anticipated some additional wider driveway requests from Wallerville, (Lombard St., Ludgate St., Oxford St. and Regent St.) residents. Aside from a special Board of Public Works meeting, Director of Public Works Rubenzer requested permission for the Director of Public Works or his authorized representative to grant wider than thirty-five foot driveway requests where appropriate for the remainder of the Wallerville Project.
Motion by Hoffman, seconded by Rubenzer to allow the Director of Public Works or his authorized representative to grant wider than thirty-five foot driveway requests where appropriate for the remainder of the Wallerville Project, (Lombard St., Ludgate St., Oxford St. and Regent St.). **All present voting aye. MOTION CARRIED.**
10. **Motion** by Senn, seconded by Hoffman to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:24 P.M.


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

HIGHWAY MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Chippewa County, a quasi-municipal corporation (hereinafter referred to as "County") and the City of Chippewa Falls, Chippewa County, Wisconsin (hereinafter referred to as "City"), and is authorized by Wis. Stat. § 66.0301.

WHEREAS, the City is desirous of utilizing services of the Chippewa County Highway Department for certain maintenance work; and

WHEREAS, the County through its Highway Department is desirous of contracting to provide such maintenance service.

NOW, THEREFORE, it is agreed by and between the City and the County as follows:

1. Term. This Agreement shall commence on the date of execution by both Parties.
2. Work Covered. The County will provide the following services:

The City has requested that the County perform winter maintenance services on the segment of Bridge Street between River Street and Summit Avenue. The routine highway winter maintenance services to be provided by the County shall include ~~snow & ice removal~~, application of anti-icing salt brine, ~~and application of de-icing materials~~. These services shall be performed by the County to a reasonably professional and commercial standard.

3. Work Not Covered. Maintenance and construction activities are not included in this Agreement and will not be provided by the County under this Agreement. Maintenance and operation of the City's traffic signals, street lighting, or any other electrical components of systems is not part of this Agreement and will be contracted for separately by the City.
4. Coordination of Work. The County's winter maintenance crew callouts will be performed by the County's Patrol Division Superintendent, County Patrol Superintendent, or any of the County's other on-call supervisors. The County will provide the City with a County on-call contact schedule.
5. How Payment Calculated. The City will pay for all maintenance work in accordance with the wage rates, material costs, and machinery rental rates normally used by the County on a monthly basis. Payment to be made under current County requirements.
6. Discrimination. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Section 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.
7. Indemnification. The City shall indemnify, defend and hold harmless the County, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the City, in fulfilling the terms of this Agreement.
8. Notices. The City retains the right to terminate this Agreement upon thirty (30) days' notice to the County in the event it deems that County performance of the routine road maintenance services

provided for under this Agreement are no longer beneficial to the City. In the interest of coordination in work planning, staffing, and budgeting, the City agrees to notify the County annually on/before July 1st of whether it will retain the County services for the following year. The County will respond annually within 30 days of receipt of City notice as to whether it will continue to provide services for the next year.

9. Applicable Law. This Agreement shall be governed under the laws of the state of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.
10. Non-Assignment of Agreement. The Parties agree there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
11. Waiver of Breaches. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
12. Modifications to Agreement. There shall be no modifications to this Agreement, except in writing, signed by both Parties.
13. Integration of Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Village and the County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

CITY OF CHIPPEWA FALLS BY:

Rick Rubenzer
Director of Public Works

(Date)

CHIPPEWA COUNTY BY:

Brian Kelley
Highway Commissioner

(Date)

**MEETING MINUTES
CITY OF CHIPPEWA FALLS
MINUTES OF THE GROUNDWATER TECHNICAL REVIEW COMMITTEE
Friday, October 19, 2018, 1:00 PM
Council Chambers, Chippewa Falls City Hall**

The Groundwater Technical Review Committee met in the Council Chambers of City Hall on Friday, October 19, 2018 at 1:00 PM. Present were: Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, PE, City Inspector/Zoning Administrator Paul Lasiewicz, Water Supervisor Matt Boos, City Planner Brad Hentschel, AICP (voting members); Lori Rosemore, PG and Dan Masterpole (advisory members). Also attending: Lisa Fleming, PE, Ayres Associates; Neal Waldhart, Nordson; Brad Hudson, Nordson; Grant Peikert, Commonweal.

1. Approve Minutes of the August 17, 2017 Groundwater Technical Review Committee Meeting.

Motion by Boos, seconded Lasiewicz to approve the minutes of the August 17, 2017 Groundwater Technical Review Committee meeting. **All present voting aye. Motion carried.**

2. Discuss/Consider the Provisional Use Permit Application for Nordson Extrusion Dies Industries, LLC and Lakeland Drive, LLC. Make a recommendation to the Chippewa Falls Board of Public Works.

The Committee reviewed the Nordson Extrusion Dies Industries, LLC provisional use permit application. Nordson representatives Brad Hudson and Neal Waldhart described the manufacturing plant operations and reviewed for the Committee hazardous material receiving, use and disposition. Hudson and Waldhart explained how products would be delivered and stored and the spill prevention and containment procedures for regulated substances at the proposed facility. The focus of the review was on the storage/containment of regulated materials and the containment operations for the exterior storage and disposition of waste metal shavings with coolant residue. The Committee requested that several points of clarification be made to the Wellhead Protection District – Provisional Use Permit Request, as well as minor structural containment improvements made to the area surrounding the exterior storage. Proposed clarifications and modifications are:

- Clarification of CODE YELLOW Emergency Response Team members and their roles and responsibilities;
- Clarification of their notification practices in the case of a hazardous material spill;
- Additional containment surrounding the exterior storage containers for the waste metal chips including a concrete curb to contain a possible spill.

Motion by Boos, seconded by Rubenzer to recommend to the Board of Public Works to approve the Nordson Extrusion Dies Industries, LLC Provisional Use Permit contingent on providing additional information on the CODE YELLOW operations, clarification of notification practices, and the incorporation of containment via curb surrounding the exterior storage area. **All present voting aye. Motion carried.**

CITY OF CHIPPEWA FALLS, WISCONSIN

NOTICE OF PUBLIC MEETING

In accordance with the provisions of the Wisconsin State Statutes, Sec. 19.84, notice is hereby given that a public meeting of the:

Groundwater Technical Review Committee

will be held on FRIDAY, October 19, 2018 at 1:00 PM
in the Council Chambers of
City Hall, 30 West Central Street, Chippewa Falls, WI.

Items of business to be discussed or acted upon at this meeting are shown on the attached agenda below:

AGENDA

- 1. Approve Minutes of the August 17, 2017 Groundwater Technical Review Committee Meeting (attached).**
- 2. Discussion/consider the Provisional Use Permit application for Nordson Extrusion Dies Industries, LLC and Lakeland Drive, LLC. Make a recommendation to the Chippewa Falls Board of Public Works (Attachments).**
- 3. Adjournment**

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

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 726-2765.

Please note that attachments to this agenda may not be final and are subject to change.

CERTIFICATION OF OFFICIAL NEWSPAPER

I hereby certify that a copy of this notice has been posted on the City Hall bulletin board and a copy has been given to the Chippewa Herald on Wednesday, October 17, 2018 at 10:00 am by Brad Hentschel.

City of Chippewa Falls
MINUTES OF THE GROUNDWATER TECHNICAL REVIEW COMMITTEE

Thursday, August 17, 2017, 9:30 AM
Council Chambers, Chippewa Falls City Hall

The Groundwater Technical Review Committee met in the Council Chambers of City Hall on August 17, 2017 at 9:30 AM. Present: Rick Rubenzer, Paul Lasiewicz, Matt Boos, Jayson Smith (voting members); Lori Rosemore (advisory member). Also attending: Joe Clendenen.

1. Motion by Lasiewicz, seconded by Rubenzer to approve the minutes of the July 13, 2017 Groundwater Technical Review Committee. **All present voting aye. Motion carried.**

2. The Committee reviewed the Huffcutt Concrete provisional use permit application. Joe Clendenen described the revised manufacturing plant operations and reviewed for the Committee the requested updates and clarifications per the July 13, 2017 committee meeting. The focus of the review was on the delivery and storage/containment of regulated materials, the containment operations for the exterior fuel tank, and the waste cake storage and disposition. Clendenen explained how products would be delivered and stored and the spill prevention and containment procedures for the fuel tank and the delivery of regulated substances at the building. The fuel tank will have spill containment containers that will be used during delivery of fuel and also when fuel is being dispensed to fork lifts. The tank will also be on a concrete pad. The Committee requested that the spill prevention for the tank also include a movable spill containment barrier that can immediately contain any spill prior to using absorbent. The committee also requested information on how the waste cakes would be stored prior to removal. Clendenen explained that waste cakes are generated from cleaning the system and the waste water is removed and recycled and the remaining materials are the waste cakes. The cakes are planned to be stored with the concrete debris all of which will be removed periodically and reused in road construction projects. It was explained that the cakes can crumble. The committee expressed that the Environmental Risk Assessment (ERA) Plan needs to address the waste cake materials and regulated substances they contain and if there is the potential for any leaching of regulated substances into the ground. Joe Clendenen stated that the consultants that have been retained to prepare the ERA Plan have been directed to review this and make it part of the report. Joe Clendenen indicated that Huffcutt has retained the consultant to prepare the ERA Plan but it will not be complete for a period of time. The Committee agreed that receipt of the ERA Plan would be upon operation of the plant.

Motion by Rubenzer, seconded by Boos to recommend to the Board of Public Works to approve the Huffcutt Concrete, LLC Provisional Use Permit contingent on receipt and Committee review of the Environmental Risk Assessment Plan by the date of beginning plant operations, that Huffcutt Concrete shall modify the Provisional Use Permit and any attachments in compliance with any recommendations made in the Environmental Risk Assessment Plan, and that the fuel tank area include a moveable spill containment barrier at the tank to enhance potential spill containment in addition to the existing operational plans.

All present voting aye. Motion carried.

3. Jayson Smith explained the requested amendment to Section 29.12(2) Provisional Use Permit that will correct an oversight that was missed in the numerous draft revisions that were reviewed during the Wellhead Protection Ordinance rewrite. Section 29.08 (2) (f) was not included as it was a subsection of a different section of the original code. The amendment will include 29.08 (2) (f).

Motion by Rubenzer, seconded by Lasiewicz to recommend to the board of Public works to approve the amendment to Section 29.12 (2) Provisional Use Permit to include paragraph 29.08 (2) (f). All present voting aye. Motion carried.

4. Motion by Rubenzer, seconded by Boos to adjourn. The meeting adjourned at 10:20 AM.

Submitted by:

Jayson Smith, Committee Chairperson

CITY OF CHIPPEWA FALLS, WISCONSIN
WELLHEAD PROTECTION ORDINANCE
PROTECTION OF GROUNDWATER USE APPLICATION
APPLICATION DATE _____

PLEASE READ THE INSTRUCTIONS PRIOR TO FILLING OUT THIS FORM:

Notice: Pursuant to City of Chippewa Falls, Wisconsin Ordinance No. 93.12.29, this form is required to be completed for a request for land use in the Groundwater Protection Overlay District. Submittal of a completed form to the City is mandatory for any applicant. Pertinent sections of the form must be completed unless otherwise directed by the instructions or the City. Incomplete forms will be considered "administratively incomplete" and processing of the request may be stopped until required information is provided. The City will consider your request administratively complete when the form and all pertinent sections are completed, all attachments are included, and sent to the proper destination.

Fill in or clearly print your answers to all applicable questions.

Section I. Owner/Operator Contact Information

Name of Person or Organization: Nordson EDI

Mailing Address: 911 Kurth Road

City: Chippewa Falls State: WI Zip Code: 54729

Telephone: 715-726-1201 Fax (Including area code): _____

e-mail address and/or Website (if applicable): _____

Parent Company Name (if applicable): Nordson - Corp

Parent Company Mailing Address: 28601 Clemens Rd

City: West Lake State: OH Zip Code: 44145

Telephone: 440-892-1580 Fax (Including area code): _____

e-mail address and/or Website (if applicable): _____

Local Contact Person (if different from owner above): Neal Waldhart

Title: Safety + Maintenance Mgr

Mailing Address (if different from above): 911 Kurth Road

City: Chippewa Falls State: WI Zip Code: 54729

Telephone: 715-726-1201 Fax (Including area code): _____

e-mail address and/or Website (if applicable): neal.waldhart@nordson.com

Section II Facility/Site Information

Facility/Site Name (Appears on Permit): NORDSON EDI

Site Location Address: (Attach legal description, especially if no address yet assigned):

2nd Add to Lake Wissota Business Park Lot 6 and Lot 7 Blk 9

Chippewa Falls, WI 54729

Provide a brief description of the existing industrial activity or land use:
Vacant property in Lake Wissota Business Park

Provide a brief description of the proposed use of the property:

See Request for Provisional Use Permit Report- tool and die manufacturer

Provide a brief description of all activities and processes proposed to be conducted on the property:

See Request for Provisional Use Permit Report- engineers, manufactures and market differentiated products used for dispensing adhesives, coatings, sealants, biomaterials and other materials; for fluid management; for test and inspection; and for UV curing and plasma surface treatment

Provide a brief description of all proposed structures and their use on the property:

See Request for Provisional Use Permit Report- 155,100 sq ft building for tool and die manufacturing and exterior roof covered storage

Provide a description of all quantities, use of, storage and handling of all regulated substances (as defined in s. 29.04 (12) Definitions, and S29.08 (2)).

See Request for Provisional Use Permit Report- Nordson uses a lacquer thinner to wipe the steel clean, Nordson uses lubricants and coolants in drilling, grinding and milling process and in manufacturing machines

Attach additional pages as needed.

Please refer to Zone 1, Zone 2 and Zone 3 on the following figures attached to this application:

- Figure 1a, "Zone 1 East Wellfield 60 Day Capture Zone"
- Figure 2a, "Zone 1 West Wellfield 60 Day Capture Zone"
- Figure 3a, "Zone 2 East Wellfield 2 Year Capture Zone"
- Figure 4a, "Zone 2 West Wellfield 2 Year Capture Zone"
- Figure 5a, "Zone 3 East Wellfield 5 Year Capture Zone"
- Figure 6a, "Zone 3 West Wellfield 5 Year Capture Zone"

If the facility is seeking a Permitted Use per S29.08, please fill out Section III.

If the facility has one or more Prohibited Uses per S29.10, please indicate so in Section IV.

If applying for a Provisional Use Permit per S29.12, please complete Section V.

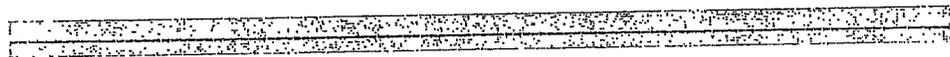
Section III Permitted Uses

The following are permitted uses in Zone 1, Zone 2, or Zone 3.

Please check if the facility use is one of the following:

- Public/Private park, playground, beach – no on-site wastewater disposal system or holding tank
- Wildlife, natural, woodland area
- Biking, hiking, skiing, nature, equestrian and fitness trail (non-motorized)
- Residential or commercial development with municipal sewer and no flammable/combustible underground storage tank.
- Crop production where nutrients applied do not exceed University of Wisconsin soil test recommendations.

If none of the above apply, please continue to the next section below.



The following are permitted uses in Zone 2 or Zone 3.

Please check if the facility use is one of the following:

- Storm water infiltration basins with pretreatment in accordance with City and WDNR technical standard requirements
- Public/Private park, playground, beach –with wastewater holding tank of less than 8,000 gallons per day
- Single-family residence –with wastewater holding tank of less than 8,000 gallons per day
- Residential use of aboveground LP gas for heating of less than 1,000 gallons and installed in compliance with ch. SPS 310, Wis. Admin. Code.
- Commercial and industrial, municipally sewerred establishments whose use, storage handling, and/or production of regulated substances does not 20 gallons or 160 pounds at any time with the exclusions listed in S29.08 (2)(e)(i)(ii) and (iii).

If none of the above apply, please continue to the next section below.



The following are permitted uses in Zone 3.

Please check if the facility is one of the following:

- Motor vehicle services, including filling and service stations, repair, renovation, and body work.

Section IV Prohibited Uses

Does your proposed Project include any of the following Prohibited Uses per S29.10 in Zone 1, Zone 2, and Zone 3:

Please check if the facility is one or more of the following:

- Buried hydrocarbon, petroleum or hazardous chemical storage tanks
- Cemeteries
- Chemical Manufacturer
- Coal Storage
- Dry Cleaners
- Industrial lagoons and pits
- Landfills and any other solid waste facility, except post-consumer recycling
- Manure and animal waste storage, except animal waste storage facilities regulated by the County
- All mining including sand and gravel pits
- Pesticide and fertilizer dealers, transfer or storage facilities
- All railroad operational areas including yards and maintenance stations, except railroad right-of-way allowed by a Provisional Permit
- Rendering plants and slaughterhouses
- Salt or deicing material storage
- Salvage or junk yards
- Septage or sludge spreading, storage, or treatment
- Septage, wastewater, or sewage lagoons
- Private on-site wastewater treatment systems of holding tanks receiving 8,000 gallons per day or more
- Stockyards and feedlots
- Wood preserving operations.

For Municipal Use Only

This facility qualifies as a Permitted Use:

___ Zone 1 ___ Zone 2 ___ Zone 3

Additional Information Required

Comments:

If requesting additional uses to be permitted in Zone 3, please provide a description of the proposed project and then complete the Provisional Use process in Section IV:

Attach additional pages as needed.



Section V: Provisional Uses

Provisional Uses are only allowed within Zone 2 or Zone 3.

Is the facility located in Zone 2 Zone 3

1. Are the following used or produced at the facility? If so, please list the quantity.

LP gas for heating	_____ tank size (gallons)
Chemical or chemical mixtures Considered health hazards on the Safety	_____ gallons or pounds at any one time
Data Sheets (SDS, formerly MSDS)	
Hazardous substances or Hazardous Waste as defined by RCRA or CERCLA	_____ gallons or pounds at any one time

2. The following is submitted with this application (if Applicant submits a report properly prepared to comply with an alternate regulation to satisfy one or more of the requirements below, please clearly state so with the Application) :

- Site plan showing all structure footprints, loading docks, and parking lots, storage areas for substances listed in Section IV, 1., groundwater wells, and all requirements listed in S29.12 (3) (A). See See Figure 3A
- Storm water Management Structure Plans, including pre-treatment devices
- Grading Plans – existing and proposed grades, contours, and drainage patterns. See See Figure 3B
- Catch basin and Storm Sewer Location Plan
- Construction Site Erosion Plan
- Operational Safety Plan – detailing procedures for material processes and containment, and best management practices
- Storm water Runoff Management Plan
- Contingency Plan – addresses actions to be taken should a contamination event occur

3. Describe the general use of the site:

See Request for Provisional Use Permit Report- engineers, manufactures and market differentiated products used for dispensing adhesives, coatings, sealants, biomaterials and other materials; for fluid management; for test and inspection; and for UV curing and plasma surface treatment

4. List the activities that will take place at the site:

See Request for Provisional Use Permit Report- engineers, manufactures and market differentiated products used for dispensing adhesives, coatings, sealants, biomaterials and other materials; for fluid management; for test and inspection; and for UV curing and plasma surface treatment

5. Describe the structures:

See Request for Provisional Use Permit Report- 155,100 sq ft building for tool and die manufacturing and exterior roof covered storage

Attach additional pages as needed.

For Municipal Use Only

This facility qualifies for a Provisional Use Permit:

Zone 2 Zone 3

Additional Information Required

Comments:

Section VI. Permission, Certification, and Signature

A signature is required for a valid permit application.

1. For a corporation, by a principal executive officer of at least the level of Vice President, or a duly authorized representative having overall responsibility for the operation covered by this permit.
2. For a unit of government, a principal executive officer, a ranking elected official or other duly authorized representative.
3. For a partnership, by a general partner; for sole proprietorship, by the proprietor.
4. For a limited liability company, by a member or manager.

Permission: I hereby give the City permission to enter and inspect the site at reasonable times, to evaluate this application and to monitor compliance with any resulting coverage and permit.

Certification: I hereby certify that I am responsible for the property which is the subject of this application. I certify that the information contained in this application and attachments is true and accurate. I understand that failure to comply with any or all of the provisions of the permit may result in a fine.

Signature of Authorized Representative	Telephone number (include area code)		
Type or Print Name	Company Name		
Position Title	Mailing Address		
Date Signed	City	State	ZIP Code

**NORDSON EDI
Wellhead Protection District
Provisional Use Permit Request**

**Lot 6 and 7, Lakeview Drive
Chippewa Falls, Wisconsin**

Prepared for:

**NORDSON EDI
Chippewa Falls, Wisconsin**

October 2018

**NORDSON EDI
Provisional Use Permit Request**

**Lot 6 and 7, Lakeview Drive
Chippewa Falls, Wisconsin**

AYRES
ASSOCIATES

3433 Oakwood Hills Parkway
Eau Claire, WI 54701-7698
715.834.3161 • Fax: 715.831.7500
www.AyresAssociates.com

Ayres Associates Project No. 23-1742.00

File: v:\mun-ec\commonweal\23-1742.00 nordson edi chippewa falls\1.project management\deliverables\reports\request for pup v.002.docx

Contents

	<u>Page No.</u>
Project Summary	1
Site Plan 29.12(3)(a).....	1
Design and Operational Standards 29.13	1
Design Standards	1
Area 1: Shipping and Receiving Docks – Trailer Storage Areas	2
Area 2: Trash Compactor / Dumpsters.....	2
Area 3: Outdoor Storage	2
Operational Standards.....	2
Non-Structural Controls	3
Structural Controls	5
Operation/Risk Management Plan	6

List of Appendices

- Appendix A Site Figures Table 1
- Appendix B Site Civil Plan Sheets
- Appendix C Storm Water Management Plan
- Appendix D Safety Data Sheets
- Appendix E Spill Cleanup Procedures

List of Tables

- Table 1 – Inspection Activities

Project Summary

Ayres Associates (Ayres), on behalf of NORDSON EDI (NORDSON) is requesting a Provisional Use Permit (PUP) Request for NORDSON's tool and die company proposed for location at Lots 6 and 7 along Lakeview Drive in the City of Chippewa Falls Wellhead Protection District (WHPD). The proposed site is located within Zone 2 of the Groundwater Protection Overlay District in the Lake Wissota Business Park, Chippewa Falls, Wisconsin.

The proposed tool and die manufacturer engineers, manufactures and market differentiated products used for dispensing adhesives, coatings, sealants, biomaterials and other materials; for fluid management; for test and inspection; and for UV curing and plasma surface treatment. The proposed use of the property includes storing volumes of regulated substances in quantities greater than the current Permitted Use provisions found in Ch 29.08(2)(f) of the City of Chippewa Falls Wellhead Protection Ordinance, *Chapter 29 Wellhead Protection* (Ordinance). As indicated in the Ordinance, prior approval is required to use regulated substances in excess of the quantities outlined in 29.08(2)(f)(1-3) providing a PUP is granted by the City of Chippewa Falls (City).

Site Plan 29.12(3)(a)

The site is located within the WHPD near the intersection of Lakeview and Lake Land Drive in the City of Chippewa Falls Lake Wissota Business Park. See Appendix A, Figure 1, Site Location Map. There are two lots being considered for development and as of the date of the printing of this request there is no site address. The legal description is as follows: 2nd Add to Lake Wissota Business Park Lot 6 Blk 9 and 2nd Add to Lake Wissota Business Park Lot 7 Blk 9. The properties are 7.13 and 9.520 acres in size respectively. The proposed building will be approximately 155,100 ft² in size with an 118,500 ft² parking lot. A proposed site map showing the property lines, building and exterior structures footprints, driveways, sidewalks, parking lots, and storm water features including pretreatment, proposed grading plans showing existing and proposed grades and contours, proposed surface water drainage patterns, catch basins and storm water locations, connects to existing utilities and a construction site erosion plan is contained in Appendix A, Figure 2, Site Plan. Figure 3, Building Layout (contained in map pocket) contains the building floor plan with entrances, exits, loading docks, building service areas, chemical storage areas, and utility information. Appendix B contains the Civil Plan Sheets including, grading layers, erosion control, etc.

Design and Operational Standards 29.13

The following summarizes the use, activities, and structures proposed as part of the planned building. All engineering, manufacturing and products will be stored inside the proposed building. Figure 3, Building Layout shows the location of each activity within the proposed plant. It is Ayres understanding that the design standards will comply with Chp 29.13(2)(a to e).

Design Standards

NORDSON currently operates a business at 911 Kurth Road in Chippewa Falls, Wisconsin. Operations at the proposed facility will be the same as already operating at the Kurth Road Facility and include the following:

Area 1: Shipping and Receiving Docks – Trailer Storage Areas

A total of 3 loading docks with automatic levelers will be in place. Two doors on the South West side of the building that will produce on average, 10 trucks loads a day. The northeast side of the building will have one loading dock along with dock leveler that will produce a couple shipments per day. Product from Table 1 being delivered and shipped is sealed in the original container from the manufacturer and is not opened as part of the normal inbound / outbound process. These products will be received in the docks on the southwest side of the building. These docks have dock locks, levelers, and seals.

A spill kit containing spill pads, spill booms, waste bags, and drain covers is available at each building exit to the dock area, and these spill kits are easily accessible in the event trucks staged in the area during loading / unloading leak chemical product, oil or other fluids.

Area 2: Trash Compactor / Dumpsters

The site has two closed top dumpsters that are routinely hauled off – site.

A weekly inspection is conducted to ensure no waste is left behind and the grounds are looking superior. The contracted trash hauler is responsible for routine dumpster preventive maintenance.

Area 3: Outdoor Storage

The southwest side of the building will store raw material (steel) which is covered by a lean-to. Two steel chip containers will also be stored underneath the lean – to with covers.

Operational Standards

Nordson uses a lacquer thinner to wipe the steel clean after and during some operations. During this procedure a thin film of thinner is sprayed on a die feature and wiped clean with toilet paper. After use the toilet paper is collected in industrial waste containers utilized for disposal of oily and combustible trash in a safe manner. Oily waste containers are constructed of durable, galvanized steel construction with a powder-coated red finish which helps prevent corrosion and is clearly visible. The containers offer fire safe temporary storage of solvent rags, waste rags, and other materials subject to spontaneous combustion. The ventilated, temporary storage allows for the lacquer thinner to evaporate from the paper prior to nightly emptying in accordance with 29 CFR 1910.106(e)(9)(iii). The waste containers have a self-closing, foot-operated lids and are clearly visible with a spill tray located beneath the container. Although the lacquer dissipates from the paper, the spill tray offers secondary containment. During nightly emptying of the waste containers, the tray will be inspected for any liquid and the lacquer will be recycled. The waste containers are emptied nightly into a larger leak proof 55-gallon containers stored on a secondary containment tray. When the 55-gallon drum is full, the paper waste is bailed for proper disposal by RCRA Advantage.

Nordson uses coolants in the machining processes. The steel and stainless steel chips are collected and moved in regular intervals to separate large containers outside to be picked up by the recycling vendor.

- These chips can contain small amounts of coolant in and around them. The large containers that these chips are placed in have lids, they are outside under a roof, and will have secondary containment underneath them. The secondary containment will be pumped and placed into plastic totes for recycling at regular intervals. The roof and the lid will prevent rainwater from

entering and mixing with the coolants and pooling in the chip container.

- The large containers that are dropped off by the vendor will be inspected for leaks upon arrival and will be rejected if any leaks are found. The drop off location will also be inspected to assure that they are placed over the secondary containment. During the transition to a new chip container the secondary containment will be inspected, pumped, and any chips that are in will be picked up.
- The chips with small amounts of coolant are transported from the machine to the outside chip container in self-dumping hoppers. These hoppers are leak proof and will be inspected on a regular basis to assure that there are no leaks. During the transfer process, if any chips or drippings of coolant do not end up in the chip container they will be immediately cleaned up and placed into the container.

Preventative coolant and lubricant changes take place annually on the machines. The fluid is pumped from the machines to a 330-gallon tote. This coolant/lubricant is recycled with Lube – Tech.

Nordson uses oils to perform preventative maintenance on the machines. These drums are located on containment for the potential of spill and used oil is recycled with Lube – Tech.

Best management practices (BMPs) will be followed to eliminate or reduce the threat of a release to the environment and are separated into Non-Structural Controls and Structural Controls. The following is a discussion of each:

Non-Structural Controls

Good Housekeeping

Good housekeeping will contribute a clean work place environment. If the grounds and facility are kept swept and free of trash, there is less likely chance that it would end up in the storm water pond and/or sewer system.

Necessary cleanup equipment such as brooms, shovels, and trashcans are available at each entrance to the site. Detergents will not be used for spill cleanup outside. The following existing procedures will assure proper maintenance of outside areas:

- Ground surfaces are kept clean, particularly in areas where potential storm water contact might occur. Sanitation staff conducts a perimeter walk weekly to sweep and pick up trash and debris that accumulates on facility property.
- The area around the trash compactor is swept each time the unit is pulled from the site.
- Good housekeeping is maintained through employee training. Employees are trained to keep work areas clean on a daily basis and to respond to spills quickly and efficiently.
- All chemical and waste containers are kept closed, and properly labeled to describe contents.
- No chemicals are stored outside.

- All chemical products and containers have the original manufacturer hazard labeling.
- Adequate spill response materials are readily available in areas where needed to minimize potential release to the retention ponds or the environment.
- During loading and unloading activities, trucks are secured using a dock-locking device to help prevent leaks to the outside. Any fluids leaking from trucks parked in the loading docks are cleaned up immediately. If a drain is nearby the transfer of substances will occur over a spill mat.

Routine visually monitoring shall comply with the Storm Water Management Plan (SWMP) that will be in place at the facility. See Appendix C for the SWMP of the existing facility that will be followed at the proposed facility.

Inspection Program

An inspection program will be implemented to assure early detection of a release. The following is a summary of the inspection program:

Table 1 – Inspection Activities

Inspection Description	Plan Requirement	Responsible Individual/ Group	Frequency
Forklift Inspection	Inspect for leaks	Forklift Operator	Daily / each shift
Battery Charging Area Inspection	Evidence of spill/release of acid at battery charging area. Indication of fresh oil/grease stains	Battery changer	Daily / each shift
Housekeeping Inspection	Inside and outside	Maintenance Department	Weekly
Safety and Environmental Building Inspection	Inspect all storage areas inside building for evidence of spills / leaks. Conduct a comprehensive perimeter walk outside looking for evidence of spills / leaks. Inspect drainage areas. Inspect spill kit contents	Maintenance Department	Monthly
Dock Levelers / Dock Locks	Inspect for leaks	Outside contractor	Quarterly
Dumpster	Inspect for leaks	Outside contractor	Quarterly

Employee Training

The following employee training minimize the potential for contamination at the site.

- Employees with specific duties related to this plan shall receive training for the specific task to be performed. This includes: housekeeping/janitorial staff, maintenance and designated emergency/spill responders.
- Training related to specific tasks will be conducted as part of new employee orientation and will occur prior to the associate conducting the task. Work areas and/or departments where contamination issues are of specific concern include: shipping/receiving dock(s), battery charging / changing area(s), trash compactors / trash bins, and hazardous product storage rooms.
- Notification: Spills of product or other chemicals either inside or outside the building, or leaking equipment or containers should be reported to site management immediately.

Nordson's SPCC plan conducts the following inspections:

- Equipment inspection: All employee should be inspected for leaks prior to use and a minimum of once per shift.
- Equipment leaks: Leaking equipment should be communicated to maintenance. Absorbents should be used to contain leaking material until the equipment is repaired.
- Outside storage: Any outside storage of chemicals, product, oily equipment, etc. is not allowed.
- Housekeeping: Floors inside the building and all outside areas should be kept clean. Housekeeping is not solely the responsibility of sanitation associates. All associates should clean as they go.

Spill response: Selected associates will receive training on clean-up of minor spills.

Structural Controls

Structural controls are usually an engineered or structural device that is used to prevent spills from occurring or diminishing the amount of spill. Structural controls proposed on site are interlocking doors for delivery docks that receive regulated compounds (Table 1), containment and secondary containment devices that are used for storage of the chemicals and spill response kits used in the event of an accidental spill. The loading/unloading area for regulated chemicals will also contain spill and/or runoff containment that is connected to the municipal sanitary sewer.

Secondary containment devices shall be capable of controlling 125 percent of the maximum design capacity of the liquid storage area per Chp 29.13(2)(c).

NORDSON has developed a Spill Clean Up Procedures that details the process in the event a spill was to occur. See Appendix E. The document contains notification information, procedures, and disposal options for the site.

Any outdoor storage facility will be covered to prevent any storm water from entering the material temporarily stored outdoors. The temporary outside storage will be no longer than 2 weeks.

Operation/Risk Management Plan

Use of regulated substances at the facility is necessary for manufacturing activities on site. Regulated substances will be received at one loading dock that has interlocking doors and sloped to a drain connected to the municipal sewer system. Any transfer of chemicals will be completed over a spill mat if a drain is nearby. Regulated substances will be stored in a contained area or in an area capable of preventing any run-off. Table 1 summarizes the list of regulated substances that are used in the production process on site.

Safety Data Sheets (SDS) for the regulated chemical stored on site is contained in Appendix D. The volume of each chemical is currently summarized on Table 1.

The following oils are used to assist in preventive maintenance program: Mobil DTE 24, Mobil DTE 25, Mobil Velocite Oil No. 3, Mobil Velocite Oil No. 6, Mobil DTE 10, Mobil DTE Oil Light, Mobilarma 245, Mobilgear 600 XP 100, Mobilgear 600 XP 150, 2059 Monolex® Penetrating Oil & Lubricant, Castrol Oil. These lubricants are recycled through Lube – Tech.

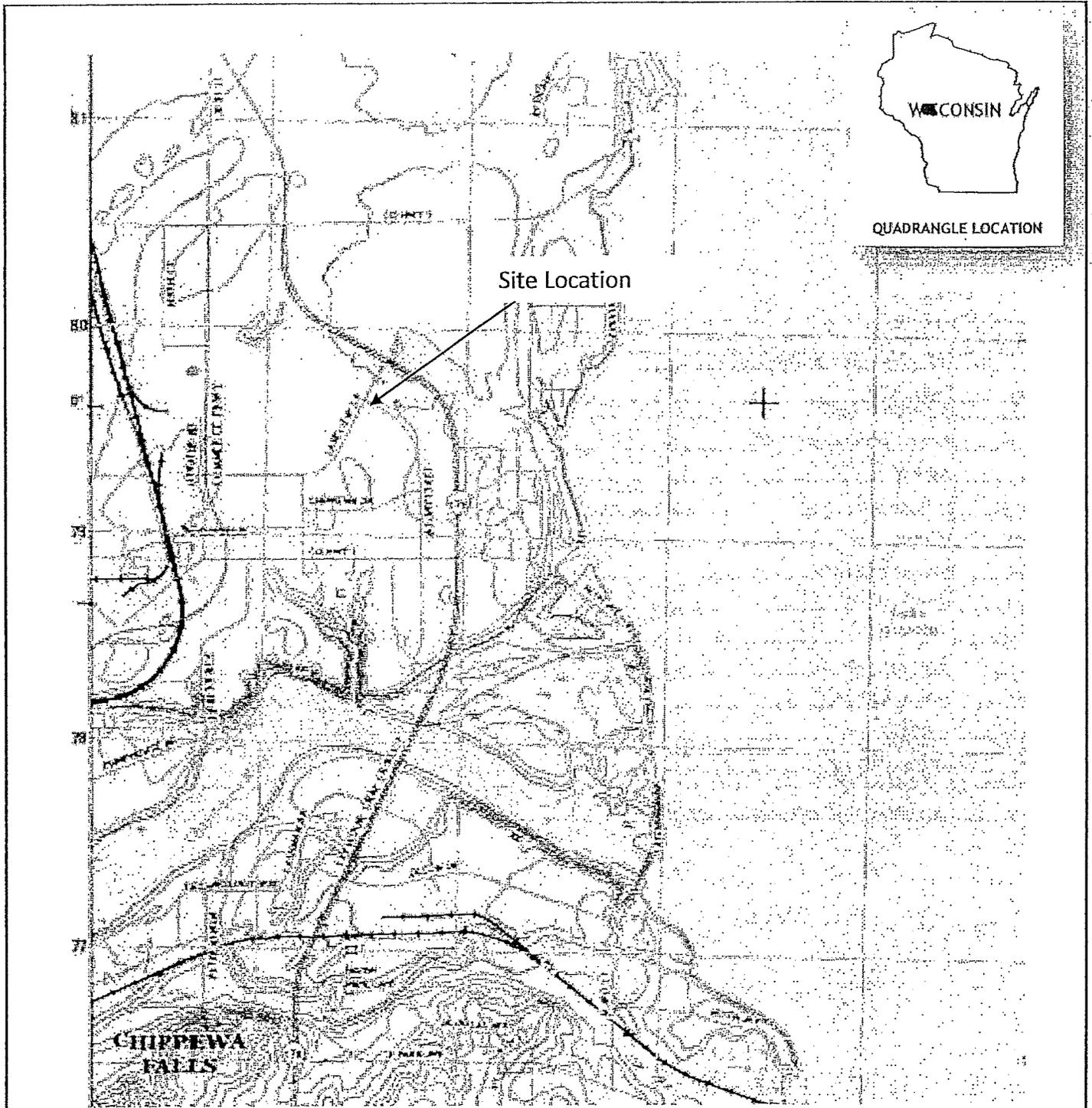
The following die lubes are utilized in the manufacturing process: LTI Super-Kut 4100, and Lube-Tech Syn-Kool 7000. These two lubricants are recycled through Lube – Tech.

The following chemicals are used in wiping residue off the dies: Lacquer thinner and Acetone. Rag wipes are recycled and handled with RCRA Advantage.

Appendix A
Site Figures
Table 1

Table 1

Volume	Material	Manufacturer	SDS Date	Chemical Area
			(MM/DD/YYYY)	
55Gal	2059 Monolex® Penetrating Oil & Lubricant	Lubrication Engineers Inc	03/04/2016	Oil Storage - Kurth
220 gallons	Acetone	Emco	N/A	Clean Room Kurth and Olson
110 gallons	BlasoCut 2000 Universal	Blaser Swisslube, Inc	09/05/2012	Oil Storage Olson
285 Gallons	Blend Lacquer Thinner Halron LT-DR	Univar	08/25/2016	Oil Storage Olson and Kurth
55 Gallons	Castrol Oil	Castrol Industrial North America Inc	N/A	Oil Storage Kurth
30 gallons	LTI Mineral Spirits	Lubrication Technologies, Inc.	06/26/2015	Oil Storage - Kurth
300 gallons	LTI Super-Kut 4100	Lubrication Technologies, Inc.	02/05/2015	Oil Storage - Kurth
355 gallons	Lube-Tech Syn-Kool 7000	Lubrication Technologies, Inc.	03/22/2016	Oil Storage - Kurth and Olson
165 Gallons	Mobil DTE 24	ExxonMobil Oil Corporation	06/15/2017	Oil Storage - Olson and Kurth
110 Gallons	Mobil DTE 25	ExxonMobil Oil Corporation	06/15/2018	Oil Storage - Olson
60 Gallons	Mobil Velocite Oil No. 3	Exxon Mobil Corporation	12/12/2018	Oil Storage - Olson and Kurth
165 Gallons	Mobil Velocite Oil No. 6	ExxonMobil Oil Corporation	08/10/2016	Oil Storage - Olson and Kurth
110 Gallons	Mobil DTE 10	ExxonMobil Oil Corporation	8/10/2016	Oil Storage - Olson
110 Gallons	Mobil DTE Oil Light	Exxon Mobil Corporation	07/11/2016	Oil Storage - Kurth
55 gallons	Mobilgear 600 XP 100	Exxon Mobil Corporation	05/15/2018	Oil Storage - Kurth
55 gallons	Mobilgear 600 XP 150	Exxon Mobil Corporation	06/05/2018	Oil Storage - Kurth
110 gallons	WD-40 Multi-Use Product Bulk Liquid Not for Sale in California	WD-40 Company	08/25/2015	Oil Storage - Olson and Kurth



Source: USGS 7.5-Minute Series Topographic Quadrangle, Lake Wissota, Wisconsin, 2015



Figure 1 – Location Map
 Provisional Use Permit
 Lot 6 and 7, Lakeview Drive
 Chippewa Falls, Wisconsin
 September 2018

AVRES
 ASSOCIATES

Map

Printed 09/25/2018

Scale = 1:1899'

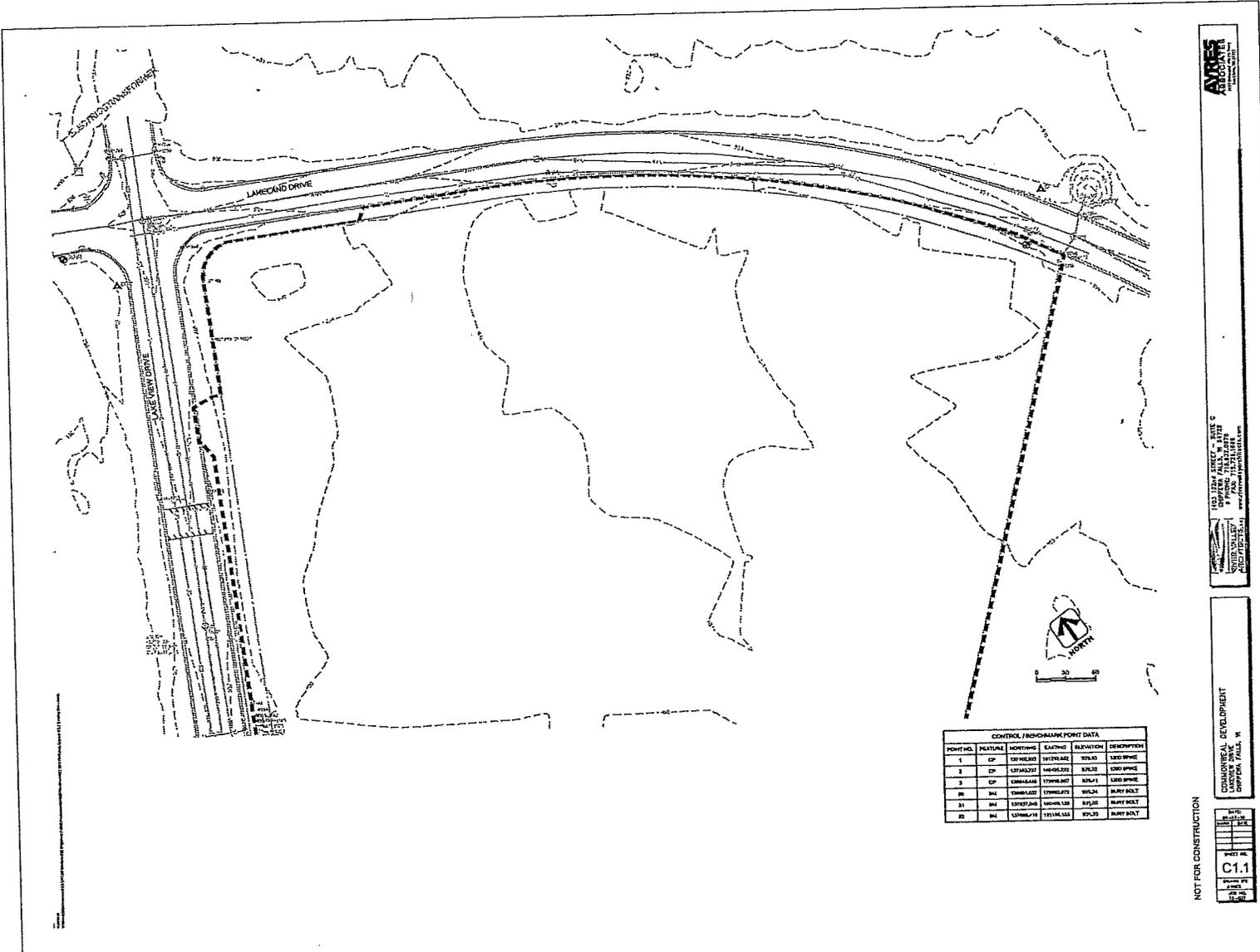


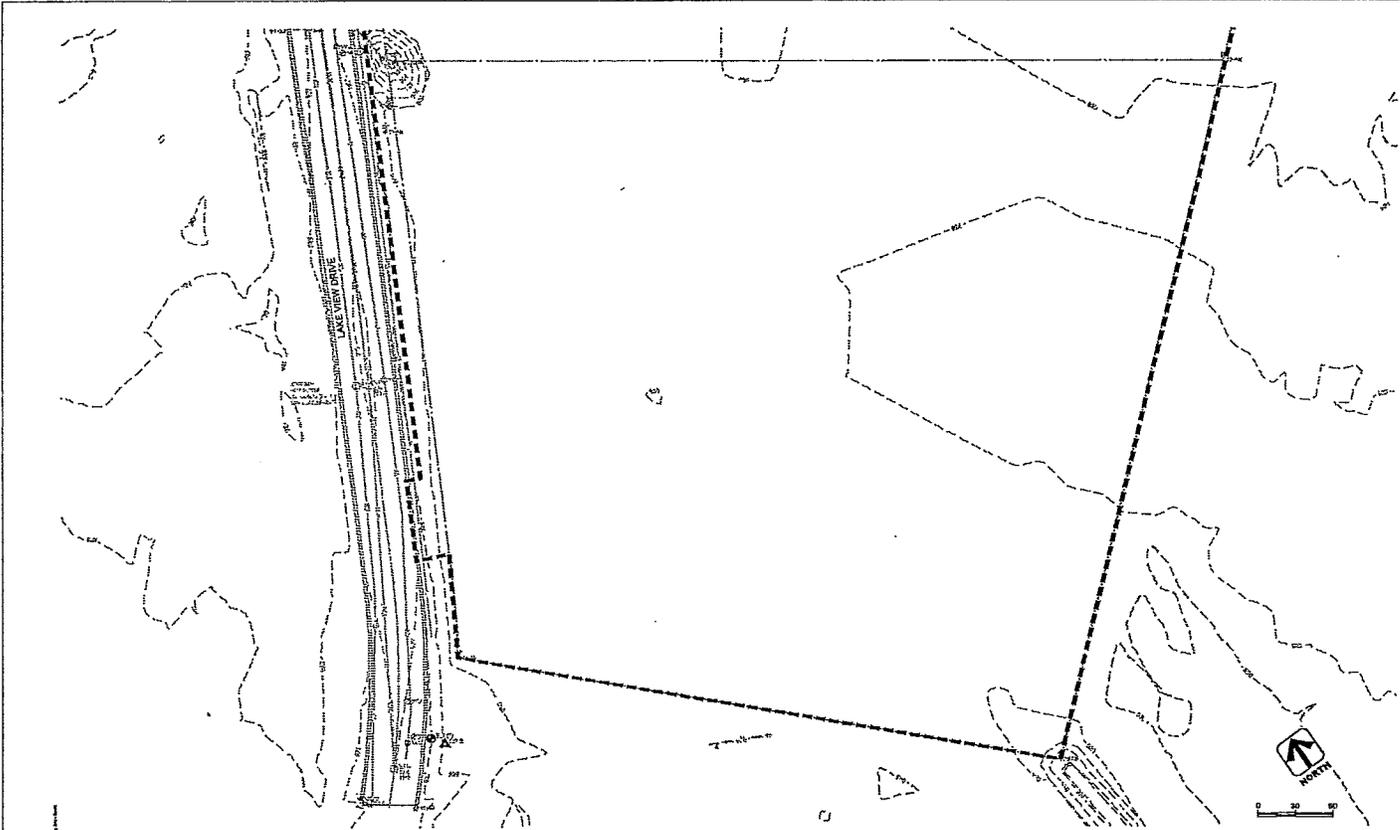
Source: Chippewa County Web Mapping, 2018 aerial photograph

Figure 2 – Site Map
Provisional Use Permit
Lot 6 and 7, Lakeview Drive
Chippewa Falls, WI
September 2018

AYRES
ASSOCIATES

Appendix B
Site Civil Plan Sheets





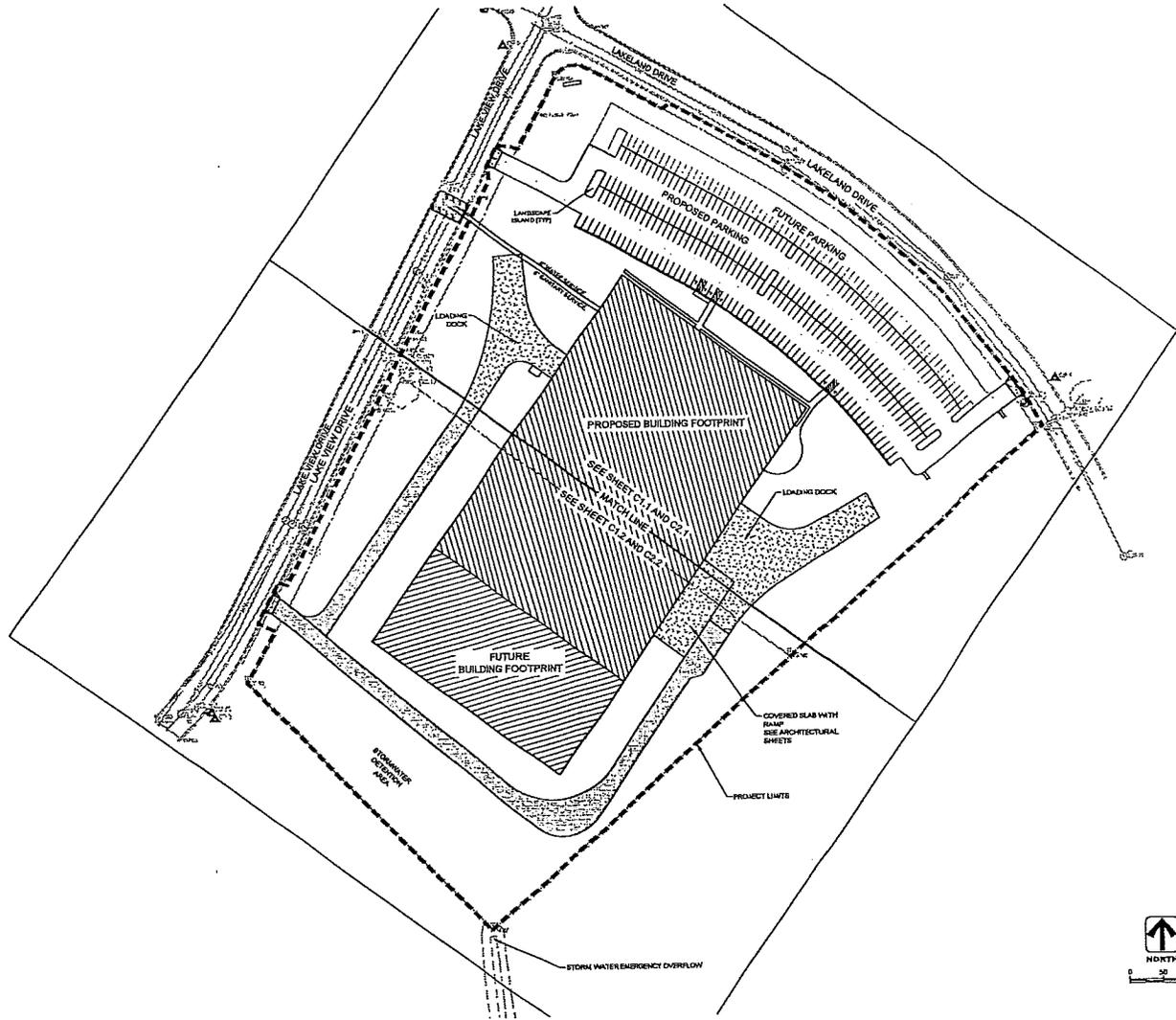
CONTROL / BENCHMARK POINT DATA				
POINT NO.	FEATURE	NORTHING	EASTING	DESCRIPTION
1	CP	137146.882	117282.821	WOODS 1/2" X 3/4" SPW
2	CP	137146.737	117282.821	WOODS 1/2" X 3/4" SPW
3	CP	136644.444	117282.821	WOODS 1/2" X 3/4" SPW
4	BM	136644.444	117282.821	WOODS 1/2" X 3/4" SPW
5	BM	137146.737	117282.821	WOODS 1/2" X 3/4" SPW
6	BM	137146.737	117282.821	WOODS 1/2" X 3/4" SPW

NOT FOR CONSTRUCTION

DATE: 11/11/11
 TIME: 10:00 AM
 SHEET NO. C1.2
 OF 10

COMMERCIAL DEVELOPMENT
 LINDSEY DRIVE
 SUITE 100
 SUDBURY, ONTARIO, CANADA

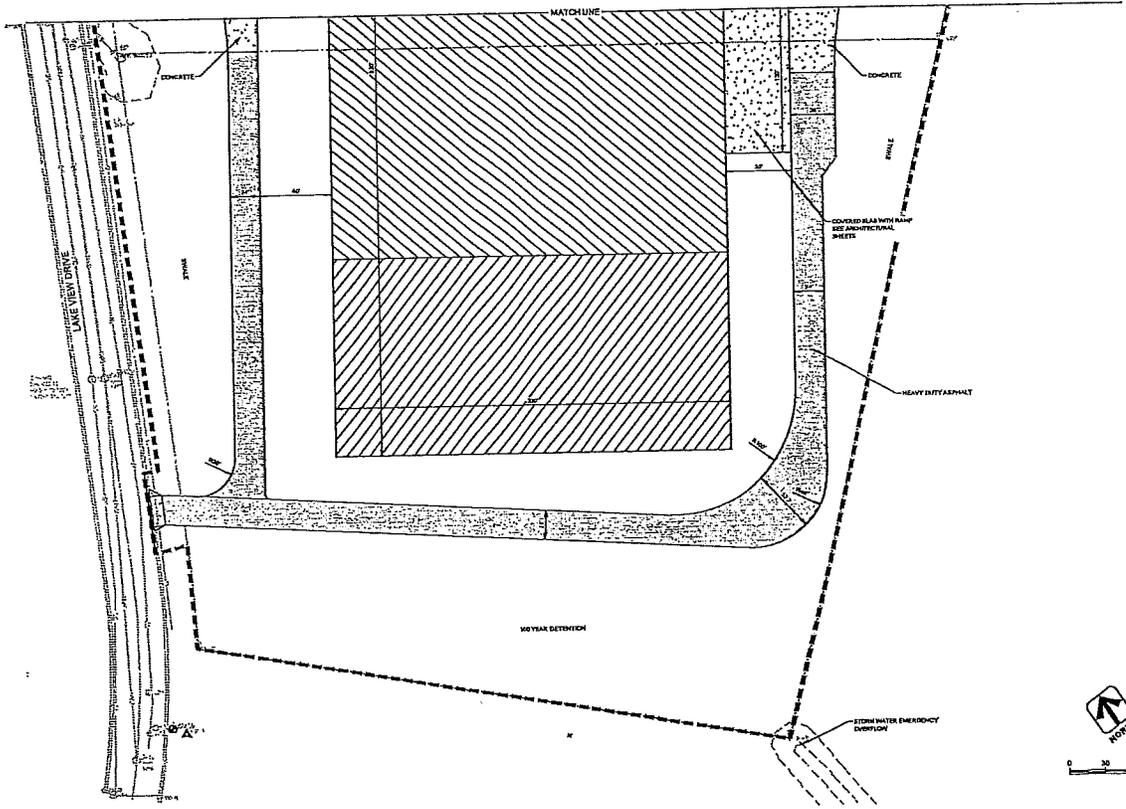
1441 JESSIE STREET - SUITE 10
 SUDBURY, ONTARIO, CANADA
 491-1111
 www.daveanddick.com



NOT FOR CONSTRUCTION

	1350 TWIN LAKE DRIVE, SUITE C COMMERCIAL DEVELOPMENT SYSTEMS, FALLS, WISCONSIN FALLS, WISCONSIN 54930 PHONE: 715-232-1144 FAX: 715-232-1144 WWW.COMMDEV.COM
C3.0	

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. SEE SHEET C-11 AND C-12 FOR DETAILS.

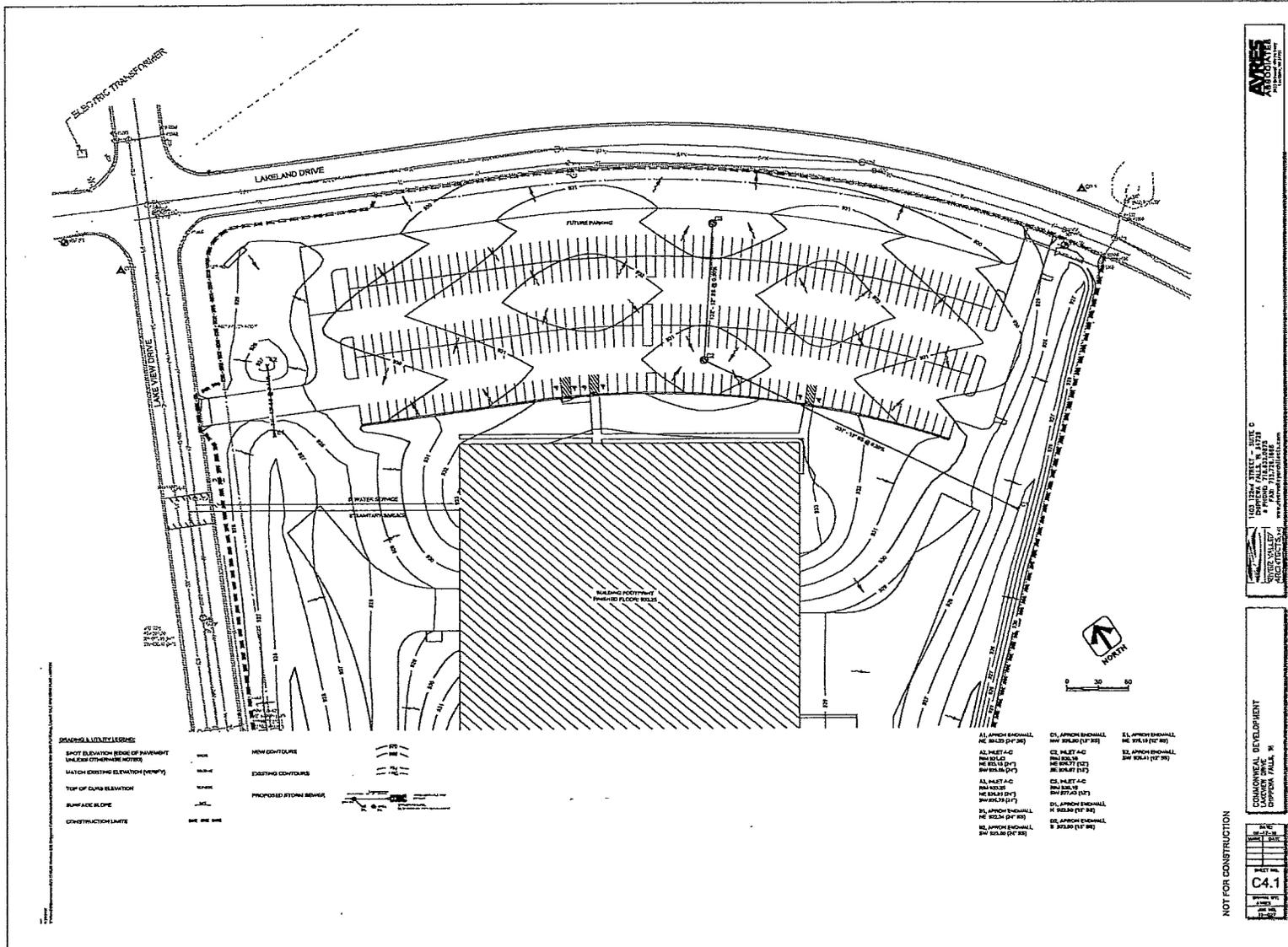


NOT FOR CONSTRUCTION

COMMERCIAL DEVELOPMENT
DUPONT FALLS, W

133 1334 SHEET - DATE C
A PAVING PLAN 10/17/12
AVRES ASSOCIATES
1000 10TH AVENUE
DUPONT FALLS, W

AVRES ASSOCIATES



SHADING & LAYOUT LEGEND:
 SHOT ELEVATION BENCH OF PAVEMENT
 UNLESS OTHERWISE NOTED
 MATCH EXISTING ELEVATION (PUMP)
 TOP OF CURB ELEVATION
 SURFACE SLOPE
 CONSTRUCTION LIMITS

NEW CONTOURS
 10' 10"
 20' 0"
 30' 0"
 40' 0"
 50' 0"
 60' 0"
 70' 0"
 80' 0"
 90' 0"
 100' 0"
 110' 0"
 120' 0"
 130' 0"
 140' 0"
 150' 0"
 160' 0"
 170' 0"
 180' 0"
 190' 0"
 200' 0"
 210' 0"
 220' 0"
 230' 0"
 240' 0"
 250' 0"
 260' 0"
 270' 0"
 280' 0"
 290' 0"
 300' 0"
 310' 0"
 320' 0"
 330' 0"
 340' 0"
 350' 0"
 360' 0"
 370' 0"
 380' 0"
 390' 0"
 400' 0"
 410' 0"
 420' 0"
 430' 0"
 440' 0"
 450' 0"
 460' 0"
 470' 0"
 480' 0"
 490' 0"
 500' 0"
 510' 0"
 520' 0"
 530' 0"
 540' 0"
 550' 0"
 560' 0"
 570' 0"
 580' 0"
 590' 0"
 600' 0"
 610' 0"
 620' 0"
 630' 0"
 640' 0"
 650' 0"
 660' 0"
 670' 0"
 680' 0"
 690' 0"
 700' 0"
 710' 0"
 720' 0"
 730' 0"
 740' 0"
 750' 0"
 760' 0"
 770' 0"
 780' 0"
 790' 0"
 800' 0"
 810' 0"
 820' 0"
 830' 0"
 840' 0"
 850' 0"
 860' 0"
 870' 0"
 880' 0"
 890' 0"
 900' 0"
 910' 0"
 920' 0"
 930' 0"
 940' 0"
 950' 0"
 960' 0"
 970' 0"
 980' 0"
 990' 0"
 1000' 0"

A1, APPROX. ENDWALL, NE 88.25 (PT 88)
 A2, INLET A-C, NW 88.25 (PT 88)
 A3, INLET A-C, NE 88.25 (PT 88)
 A4, INLET A-C, SW 88.25 (PT 88)
 A5, APPROX. ENDWALL, NE 88.25 (PT 88)
 A6, APPROX. ENDWALL, NE 88.25 (PT 88)
 A7, APPROX. ENDWALL, NE 88.25 (PT 88)
 A8, APPROX. ENDWALL, NE 88.25 (PT 88)
 A9, APPROX. ENDWALL, NE 88.25 (PT 88)
 A10, APPROX. ENDWALL, NE 88.25 (PT 88)
 A11, APPROX. ENDWALL, NE 88.25 (PT 88)
 A12, APPROX. ENDWALL, NE 88.25 (PT 88)
 A13, APPROX. ENDWALL, NE 88.25 (PT 88)
 A14, APPROX. ENDWALL, NE 88.25 (PT 88)
 A15, APPROX. ENDWALL, NE 88.25 (PT 88)
 A16, APPROX. ENDWALL, NE 88.25 (PT 88)
 A17, APPROX. ENDWALL, NE 88.25 (PT 88)
 A18, APPROX. ENDWALL, NE 88.25 (PT 88)
 A19, APPROX. ENDWALL, NE 88.25 (PT 88)
 A20, APPROX. ENDWALL, NE 88.25 (PT 88)
 A21, APPROX. ENDWALL, NE 88.25 (PT 88)
 A22, APPROX. ENDWALL, NE 88.25 (PT 88)
 A23, APPROX. ENDWALL, NE 88.25 (PT 88)
 A24, APPROX. ENDWALL, NE 88.25 (PT 88)
 A25, APPROX. ENDWALL, NE 88.25 (PT 88)
 A26, APPROX. ENDWALL, NE 88.25 (PT 88)
 A27, APPROX. ENDWALL, NE 88.25 (PT 88)
 A28, APPROX. ENDWALL, NE 88.25 (PT 88)
 A29, APPROX. ENDWALL, NE 88.25 (PT 88)
 A30, APPROX. ENDWALL, NE 88.25 (PT 88)
 A31, APPROX. ENDWALL, NE 88.25 (PT 88)
 A32, APPROX. ENDWALL, NE 88.25 (PT 88)
 A33, APPROX. ENDWALL, NE 88.25 (PT 88)
 A34, APPROX. ENDWALL, NE 88.25 (PT 88)
 A35, APPROX. ENDWALL, NE 88.25 (PT 88)
 A36, APPROX. ENDWALL, NE 88.25 (PT 88)
 A37, APPROX. ENDWALL, NE 88.25 (PT 88)
 A38, APPROX. ENDWALL, NE 88.25 (PT 88)
 A39, APPROX. ENDWALL, NE 88.25 (PT 88)
 A40, APPROX. ENDWALL, NE 88.25 (PT 88)
 A41, APPROX. ENDWALL, NE 88.25 (PT 88)
 A42, APPROX. ENDWALL, NE 88.25 (PT 88)
 A43, APPROX. ENDWALL, NE 88.25 (PT 88)
 A44, APPROX. ENDWALL, NE 88.25 (PT 88)
 A45, APPROX. ENDWALL, NE 88.25 (PT 88)
 A46, APPROX. ENDWALL, NE 88.25 (PT 88)
 A47, APPROX. ENDWALL, NE 88.25 (PT 88)
 A48, APPROX. ENDWALL, NE 88.25 (PT 88)
 A49, APPROX. ENDWALL, NE 88.25 (PT 88)
 A50, APPROX. ENDWALL, NE 88.25 (PT 88)
 A51, APPROX. ENDWALL, NE 88.25 (PT 88)
 A52, APPROX. ENDWALL, NE 88.25 (PT 88)
 A53, APPROX. ENDWALL, NE 88.25 (PT 88)
 A54, APPROX. ENDWALL, NE 88.25 (PT 88)
 A55, APPROX. ENDWALL, NE 88.25 (PT 88)
 A56, APPROX. ENDWALL, NE 88.25 (PT 88)
 A57, APPROX. ENDWALL, NE 88.25 (PT 88)
 A58, APPROX. ENDWALL, NE 88.25 (PT 88)
 A59, APPROX. ENDWALL, NE 88.25 (PT 88)
 A60, APPROX. ENDWALL, NE 88.25 (PT 88)
 A61, APPROX. ENDWALL, NE 88.25 (PT 88)
 A62, APPROX. ENDWALL, NE 88.25 (PT 88)
 A63, APPROX. ENDWALL, NE 88.25 (PT 88)
 A64, APPROX. ENDWALL, NE 88.25 (PT 88)
 A65, APPROX. ENDWALL, NE 88.25 (PT 88)
 A66, APPROX. ENDWALL, NE 88.25 (PT 88)
 A67, APPROX. ENDWALL, NE 88.25 (PT 88)
 A68, APPROX. ENDWALL, NE 88.25 (PT 88)
 A69, APPROX. ENDWALL, NE 88.25 (PT 88)
 A70, APPROX. ENDWALL, NE 88.25 (PT 88)
 A71, APPROX. ENDWALL, NE 88.25 (PT 88)
 A72, APPROX. ENDWALL, NE 88.25 (PT 88)
 A73, APPROX. ENDWALL, NE 88.25 (PT 88)
 A74, APPROX. ENDWALL, NE 88.25 (PT 88)
 A75, APPROX. ENDWALL, NE 88.25 (PT 88)
 A76, APPROX. ENDWALL, NE 88.25 (PT 88)
 A77, APPROX. ENDWALL, NE 88.25 (PT 88)
 A78, APPROX. ENDWALL, NE 88.25 (PT 88)
 A79, APPROX. ENDWALL, NE 88.25 (PT 88)
 A80, APPROX. ENDWALL, NE 88.25 (PT 88)
 A81, APPROX. ENDWALL, NE 88.25 (PT 88)
 A82, APPROX. ENDWALL, NE 88.25 (PT 88)
 A83, APPROX. ENDWALL, NE 88.25 (PT 88)
 A84, APPROX. ENDWALL, NE 88.25 (PT 88)
 A85, APPROX. ENDWALL, NE 88.25 (PT 88)
 A86, APPROX. ENDWALL, NE 88.25 (PT 88)
 A87, APPROX. ENDWALL, NE 88.25 (PT 88)
 A88, APPROX. ENDWALL, NE 88.25 (PT 88)
 A89, APPROX. ENDWALL, NE 88.25 (PT 88)
 A90, APPROX. ENDWALL, NE 88.25 (PT 88)
 A91, APPROX. ENDWALL, NE 88.25 (PT 88)
 A92, APPROX. ENDWALL, NE 88.25 (PT 88)
 A93, APPROX. ENDWALL, NE 88.25 (PT 88)
 A94, APPROX. ENDWALL, NE 88.25 (PT 88)
 A95, APPROX. ENDWALL, NE 88.25 (PT 88)
 A96, APPROX. ENDWALL, NE 88.25 (PT 88)
 A97, APPROX. ENDWALL, NE 88.25 (PT 88)
 A98, APPROX. ENDWALL, NE 88.25 (PT 88)
 A99, APPROX. ENDWALL, NE 88.25 (PT 88)
 A100, APPROX. ENDWALL, NE 88.25 (PT 88)

NOT FOR CONSTRUCTION

CONSTRUCTION DEVELOPMENT
 140 12th Street - Suite C
 Spring Valley, PA 17075
 717-233-1111
 www.constructiondevelopment.com

C4.1

October 11, 2018

Mr. Richard J. Rubenzer, P.E.
Director of Public Works/City Engineer/Utility Manager
City of Chippewa Falls Engineering Department
30 West Central Street
Chippewa Falls, WI 54729

Re: Glen Loch Dam
Repair Bidding and Construction

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for engineering services for the Glen Loch Dam repairs. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City received a grant from the WDNR for repairs to the Glen Loch Dam. Repairs include buoy barrier system, railings and repairs to slide gate operators.

Scope of Services

1. Design a bulkhead to be installed on the downstream side of the sluice gates. Finalize drawings and specifications that were submitted with the grant application.
2. Prepare bidding documents for bidding the project as required by State Statute and the WDNR Municipal Dam Repair Grant. We will develop, with input from the City, construction contract documents, technical specifications and project drawings. We will advertise the project for bidding. During bidding we will answer questions from contractors and issue addenda if necessary. The City will receive the bids and provide a copy and original bids to Consultant. Consultant will tabulate bids and submit bids to the WDNR for approval as required by the Municipal Dam Repair Grant.
3. Once WDNR approves the low bidder, we will issue a notice of award, we will develop contract documents to be executed between the City and the selected contractor and issue a notice to proceed once contractor returns fully executed contracts.
4. Construction Phase services include:
 - a. Meet with contractor on site to review the dive plan and required inspections.
 - b. Review dive report and coordinate with City to either repair or replace the gate.
 - c. Review shop drawings for gate, railing and buoys.
 - d. Submit shop drawings to WDNR as required by permit.

Mr. Richard J. Rubenzer, P.E.

October 11, 2018

Page 2

- e. Process change orders and review payment applications.
 - f. Provide two site visits, one during gate installation and one during railing installation.
 - g. Submit progress reports to WDNR as required by the permit.
 - h. Complete a substantial completion visit.
5. Project and Grant closeout.
- a. Following completion of project, we will prepare record drawings for submittal to WDNR.
 - b. Prepare grant closeout forms and grant reimbursement forms for submittal by the City

Responsibilities of Owner and Others

Owner shall be executing contract with selected general contractor and signing grant reimbursement forms.

Additional Services

If additional services are needed, a scope and fee will be provided to the City before incurring services.

Time Schedule

The scope of services, through release of bidding documents will be completed within 60 days of notice to proceed. Construction phase services will be provided per schedule dictated by contractor.

Fee

We will perform the above services for a lump sum amount of \$13,530.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

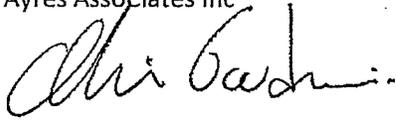
If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until November 15, 2018 unless extended by us in writing.

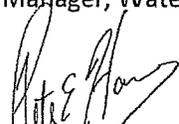
Mr. Richard J. Rubenzer, P.E.
October 11, 2018
Page 3

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin
Manager, Water Resources



Pete Haug
Senior Project Manager

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Richard J. Rubenzer, PE

Name

Director of Public Works/City
Engineer/Utilities Manager

Title

Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

1. Performance of Services: Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.

2. Billing and Payment: Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.

3. Access to Site: Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.

4. Location of Utilities: Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.

5. Hazardous Materials: In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.

6. Insurance: Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

7. Limitation of Professional Liability: Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.

8. Opinions of Probable Costs: Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.

9. Construction Review: Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.

10. Construction Observation: On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.

11. Standard of Performance: The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Project Narrative:

The City proposes to add safety rail to the top of Glen Loch Dam to allow dam operators and inspectors an OSHA tie-off point while traversing the top of dam. The safety rail will be in breakaway sections so that it can be replaced after flood passage.

The City proposes to replace an existing rail on the west side with OSHA-approved public protection rail. A small section will also be used on the east side of the dam to tie into the upcoming Erickson Park railing.

Both of the 1984 slide gates are difficult to operate, likely because the stem guides are broken and the existing gate slides have too much friction for the stem diameter and gearing mechanism. The City plans to cofferdam both outlet pipes, remove the trashrack (later replaced), replace the existing gate stems and mounts with two new gate mechanisms (replacing the gate if necessary), and restoring the sluice gate operability for this dam. Because the exact nature of the repairs is not known upfront, divers will cofferdam both outlet pipes, investigate the operating components, develop a repair plan (what components to replace vs repair), and remove the cofferdam. Later, after materials for replacement and repair have arrived, divers will reinstall the cofferdam and complete the repairs.

To facilitate the dives, the lake would be drawn down 24 inches and minimum flows passed around the dam with a 10-inch mobile bypass pump. Work may need to be done in winter if high water exceeds the bypass pump capacity. If repair components take too long to order, the City is open to doing the initial dive this winter and the repairs completed in the summer of 2019.

A small craft barrier and warning buoy will be installed upstream of the dam to prevent boaters from the new boat launch from passing over the spillway.

Project Timeline:

One general contractor will be selected to do the work, including hiring whatever subcontractors are necessary to the work.

1. Phase 1 – hire diver, construct cofferdam, install cofferdam dive site, figure out what is wrong and what needs replacement, remove cofferdam
2. Phase 2 – order replacement parts (separate from base bid price), reinstall cofferdam, remove/install replacement parts (separate from base bid price), remove cofferdam
3. Phase 3 – complete repairs above water per project documents
 - Bid Period – 10/24 to 11/14
 - Bid Award – before 11/21
 - Construct cofferdam – before 12/15
 - Dive Site – before 12/31/2018
 - Order replacement parts – 2/1/2019
 - Lead time on parts – 8 weeks to 12 weeks
 - Install parts for Phase 2 – after spring runoff, say 6/15/2019

- Phase 3 can be done any time prior to the end of project
- End of project – 8/1/2019

Bid Schedule:

Bids will include a firm fixed price for the following services except those associated with removing and installing the repair/replace components. All repaired and replacement components will be paid for as a separate change order, to be negotiated separately of the base bid.

- Lump sum price for Phase 1 = _____
- Lump sum price for Phase 2 = _____
- Lump sum price for Phase 3 = _____

Opinion of Probable Costs (\$65,950):

Small craft barrier (\$13,200):

Tuff-boom barrier (140 linear feet) \$9,000

Tuff-boom anchorage design (manufacturer does this) \$2500

Two shoreline anchorages \$1700

Guardrail (\$8,300):

Single line of 48" Guardrail on downstream edge of the East Abutment, 45 linear feet \$5000

Side railing on east and west abutments, add \$5000

Slide Gate Repairs (\$29,300):

Two 24x24" stainless steel slide gates with stems and lockable handwheels \$13,000

Diver installed safety balloon plug in two sluice tunnels \$2500

Diver installation of gates and stem guides (2-days) \$12,000

Minimum flow pumping for 3 days (Wacker APT6) \$1800

The grant would also cover the grant application and plan approval application \$6150. Construction observation costs are not under contract but could cost another \$4000 or more, depending on what is found by the divers.



Peter E Haug, PE
Senior Project Manager

Ayres Associates
3433 Oakwood Hills Parkway • Eau Claire, WI 54701-7698
Office: 715.834.3161 • Mobile: 715.271.1829
HaugP@AyresAssociates.com
www.AyresAssociates.com



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
October 23, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, October 23, 2018 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau
Mayor/Other Council Members present:

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matthew Kelm, Fire Chief Mike Hepfler, Water Supervisor Matt Boos, Library Director Joe Niese, Parks and Recreation Director Dick Hebert, Utility Office Manager Connie Freagon, Brian Flynn of Area Financial Services, CCEDC President Charlie Walker, Chippewa County Housing Authority Executive Director Ruth Rosenow, Chippewa Falls Senior Center Executive Director Angie Walker, and City Clerk Bridget Givens.

Call to Order: 9:00 am

Motion by Kiefer/Nadreau to move Item 2 before Item 1. All present voting aye, motion carried.

2. Discuss health and dental insurance plan options. Possible recommendations to the Council.

Brian Flynn of Area Financial Services stated that the City's current provider of health insurance came back with a 0% premium increase. Details were discussed relative to the three companies that quoted the City's health plan. This will be discussed again at the next committee meeting.

No action taken.

1. Presentations by organizations requesting funding for 2019. Possible recommendations to the Council.

The Committee heard from the following organizations requesting funding for 2019 (*copies of funding requests available in Finance/Administration Office*):

Ruth Rosenow	Vision Program;
Angie Walker	Chippewa Falls Senior Center; and
Charlie Walker	CCEDC.

The representatives from each organization explained the services they offer to the community and how their funding is expended.

The Patriotic Council, Chippewa Falls Main Street, and the Boys and Girls Club will present their requests at the meeting on October 30, 2018.

No action taken.

3. Review preliminary budget data and issues affecting the budget. Possible recommendations to the Council.

The following departments presented their proposed budgets including any omitted budget items:

Police Department
Fire Department

Finance Manager/Treasurer Bauer indicated that a majority of the remaining budgets will be presented next week.

No action taken.

4. Adjournment

Motion by Monarski/Kiefer to adjourn at 10:32 am. All present voting aye, motion carried.

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



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
October 30, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, October 30, 2018 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present:

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, City Planner/Transit Manager Brad Hentschel, Police Chief Matthew Kelm, Building/Zoning Inspector Paul Lasiewicz, Street and Utility Maintenance Manager Rick Ruf, Library Director Joe Niese, Parks and Recreation Director Dick Hebert, Utility Office Manager Connie Freagon, Assistant City Engineer Bill McElroy, Chippewa Falls Main Street Director Teri Ouimette, Boys and Girls Club Center Director Travis Austad, Ron Bakken of Fish Chippewa! and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Presentations by organizations requesting funding for 2019. Possible recommendations to the Council.

The Committee heard from the following organizations requesting funding for 2019 (*copies of funding requests available in Finance/Administration Office*):

Travis Austad	Boys and Girls Club; and
Teri Ouimette	Chippewa Falls Main Street.

The representatives from each organization explained the services they offer to the community and how their funding is expended.

Motion by Kiefer/Nadreau to move Items 4 and 5 before Item 2 on the agenda. **All present voting aye, motion carried.**

4. Discuss funding for Parks & Recreation forestry costs. Possible recommendations to the Council.

Parks and Recreation Director Hebert advised of forestry needs in the City including tree removal, tree planting, and stump grinding. The Parks Department had a recent resignation, and Hebert is requesting to use those funds (from wages) from now until the end of the year for forestry costs.

Motion by Kiefer/Nadreau to recommend Council approve the use of funds from the recent resignation from now until the end of the year for forestry costs. **All present voting aye, motion carried.**

5. Discuss funding for Ashley Lane and bike trail extension associated with the Erickson Park project. Possible recommendations to the Council.

Ron Bakken of Fish Chippewa! provided a project update. Discussion was had relative to the intersection of Ashley Lane and Jefferson Avenue and the extension of the bike trail. Hebert requested City participation in completing the intersection and bike trail extension. He indicated that monies had been budgeted for the completion of Ashley Lane and that in order to receive grant funding, that the City needs to show that they will be participating monetarily, as well as define a timeframe for completion of the work.

It was requested that Hebert prepare a letter for the Department of Natural Resources delineating the City's funding commitment in an amount not to exceed \$50,000 with a completion date defined. The letter will be brought to the meeting on Tuesday, November 6th.

No action taken.

2. Discuss health and dental insurance plan options. Possible recommendations to the Council.

Brian Flynn of Area Financial Services was not available for the meeting. The Committee will meet on this agenda item on Thursday, November 1st.

No action taken.

3. Review preliminary budget data and issues affecting the budget. Possible recommendations to the Council.

The following departments presented their proposed budgets including any omitted budget items:

Building/Zoning Department;
Library;
Transit and Planning;
IT;
Engineering and Public Works;
Street Department;
Utilities; and
City Clerk.

No action taken.

6. Adjournment

Motion by Kiefer/Nadreau to adjourn at 11:01 am. All present voting aye, motion carried.

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



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
November 1, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Thursday, November 1, 2018 at 9:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: Rob Kiefer, John Monarski, and Paul Nadreau

Mayor/Other Council Members present:

Others present: Finance Manager/Treasurer Lynne Bauer, Police Chief Matthew Kelm, Assistant City Engineer Bill McElroy, Street and Utility Maintenance Manager Rick Ruf, Water Supervisor Matt Boos, Fire Inspector Justus Busse, Library Director Joe Niese, Parks and Recreation Director Dick Hebert, Utility Office Manager Connie Freagon, Brian Flynn of Area Financial Services, and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Discuss health and dental insurance plan options. Possible recommendations to the Council.

Brian Flynn of Area Financial Services presented a comparison between the City's current provider, Medica, and WEA Trust. Prevea also provided a quote; however, it was thought that Medica and WEA Trust more closely matched or exceeded current coverage.

Motion by Monarski/Nadreau to recommend Council approve the proposal for health insurance for 2019 as received from WEA Trust. **All present voting aye, motion carried.**

Finance Manager Bauer advised that a quote was received from Delta Dental for the City's voluntary dental insurance. The monthly premium was significantly less than the current provider's quote, MetLife, for similar coverage.

Motion by Kiefer/Monarski to recommend Council approve the proposal for dental insurance for 2019 from Delta Dental. **All present voting aye, motion carried.**

2. Review preliminary budget data and issues affecting the budget. Possible recommendations to the Council.

No action taken.

3. Adjournment

Motion by Nadreau/Monarski to adjourn at 9:14 am. **All present voting aye, motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

	MEDICA	WEA
IN Network		
Deductible	\$1000 per person \$2000 Family	\$1000 per person \$2000 Family
Co-insurance Network	75%/25%	90%/10%
Out of Network	\$3000 per person \$9000	\$2000 per person \$4000
Deductible	Family	Family
Out of Pocket Amount		
Network	\$3500 per person \$7000 Family	\$3000 per person \$6000 Family
Out of Pocket Amount		
Non-Network	\$9000 per person No Cap	\$5000 Single \$10,000 Family
In-Network		
Office Visit Copays	\$25	\$25
Prescription	\$10/\$25/\$50 Preferred 20%	\$0/\$10/\$25/\$50 VCDP
Drugs	No more than \$200	For a list of \$0 prescriptions refer to attached sheet
Providers In Network	Mayo, Prevea, Marshfield Oakleaf	Mayo, Prevea, Marshfield Oakleaf

***This is only an illustration of common benefits between Medica and WEA Comparison
Please refer to the Summary of Benefits for a more detailed illustration

Brian Flynn

Vice-President

Area Financial Services Inc.

**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:

Parcels 2025.5007 and 2025.5008, Lots 1 and 2, Block 2 of Lake Wissota Business Park located at the southeast corner of County Hwy I and Lakeland Drive

C-2 General Commercial District to O-2 Office and Institutional 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 6th day of November 2018

FIRST READING: October 16, 2018

SECOND READING: November 6, 2018

PUBLIC HEARING: November 6, 2018

APPROVED: _____
Mayor

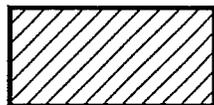
ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____



Council President

REZONING LOTS 1 & 2, BLOCK 2 LAKE WISSOTA BUSINESS PARK LOCATION MAP



AREA TO BE REZONED

AN ORDINANCE AMENDING § 8.04(3) OF
THE CHIPPEWA FALLS MUNICIPAL CODE
TO GIVE THE DIRECTOR OF PUBLIC WORKS
THE AUTHORITY TO PERMIT DRIVEWAY
WIDTHS BEYOND THE 35 FOOT LIMIT

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

1. That § 8.04(3) of the Chippewa Falls Municipal Code which presently provides as follows:

8.04 DRIVEWAY CONSTRUCTION.

• • •

- (3) WIDTH. The maximum width of driveways across or within the right-of-way of a public street or alley shall be 35 feet unless special permission is obtained from the Board of Public Works. Said maximum width shall be measured at the face of existing or proposed curb and shall be measured between the points where the full curb height begins on either side of the driveway. The Director of Public Works, or representative, is authorized, upon application by a landowner, to grant a driveway permit over 35 feet in width if the drive enters upon a public alley and will not, in the opinion of the Director of Public Works, or representative, cause a safety or traffic problem. Landowners may apply to the Board of Public Works for further consideration in the event any such alley permit is not granted.

be amended to provide as follows:

8.04 DRIVEWAY CONSTRUCTION.

• • •

- (3) WIDTH. The maximum width of driveways across or within the right-of-way of a public street or alley shall be 35 feet unless special permission is obtained from the Director of Public Works, or Authorized Representative. Said maximum width shall be measured at the face of existing or proposed curb and shall be measured between the points where the full curb height begins on either side of the driveway. The Director of Public Works, or Authorized Representative, is authorized, upon application by a landowner, to grant a driveway permit over 35 feet in width if the drive will not, in the opinion of the Director of Public Works, or Authorized Representative, cause a safety or traffic problem. Landowners may apply to the Board of Public Works for further consideration in the event any such driveway permit is not granted.

DATED this 6th day of November, 2018.

COUNCIL PRESIDENT: _____


Rob Kiefer

FIRST READING: October 16, 2018

SECOND READING: November 6, 2018

APPROVED: _____

Gregory S. Hoffman, Mayor

ATTEST: _____

Bridget Givens, City Clerk

AN ORDINANCE CREATING STANDING
COMMITTEE NO. 5 OF THE CHIPPEWA
FALLS COMMON COUNCIL REGARDING
OVERSIGHT OF ECONOMIC DEVELOPMENT

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

- 1. That § 2.21(5) of the Chippewa Falls Municipal Code be created to provide as follows:

2.21 STANDING COMMITTEES.

• • •

- (5) COMMITTEE NO. 5. Committee on Oversight of Economic Development in the City. This Committee shall be responsible for handling the oversight of economic development in the City and shall be responsible for the acquisition and disposition of properties for future industrial parks; shall act as liaison with the Chippewa County Economic Development Corporation; shall review development agreements and incentives; and shall confer with the City Planner on potential projects.

DATED this 6th day of November, 2018.

COUNCIL PRESIDENT: 
Rob Kiefer

FIRST READING: October 16, 2018

SECOND READING: November 6, 2018

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

October 11, 2018

Mr. Richard J. Rubenzer, P.E.
Director of Public Works/City Engineer/Utility Manager
City of Chippewa Falls Engineering Department
30 West Central Street
Chippewa Falls, WI 54729

Re: Glen Loch Dam
Repair Bidding and Construction

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for engineering services for the Glen Loch Dam repairs. This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

The City received a grant from the WDNR for repairs to the Glen Loch Dam. Repairs include buoy barrier system, railings and repairs to slide gate operators.

Scope of Services

1. Design a bulkhead to be installed on the downstream side of the sluice gates. Finalize drawings and specifications that were submitted with the grant application.
2. Prepare bidding documents for bidding the project as required by State Statute and the WDNR Municipal Dam Repair Grant. We will develop, with input from the City, construction contract documents, technical specifications and project drawings. We will advertise the project for bidding. During bidding we will answer questions from contractors and issue addenda if necessary. The City will receive the bids and provide a copy and original bids to Consultant. Consultant will tabulate bids and submit bids to the WDNR for approval as required by the Municipal Dam Repair Grant.
3. Once WDNR approves the low bidder, we will issue a notice of award, we will develop contract documents to be executed between the City and the selected contractor and issue a notice to proceed once contractor returns fully executed contracts.
4. Construction Phase services include:
 - a. Meet with contractor on site to review the dive plan and required inspections.
 - b. Review dive report and coordinate with City to either repair or replace the gate.
 - c. Review shop drawings for gate, railing and buoys.
 - d. Submit shop drawings to WDNR as required by permit.

Mr. Richard J. Rubenzer, P.E.

October 11, 2018

Page 2

- e. Process change orders and review payment applications.
 - f. Provide two site visits, one during gate installation and one during railing installation.
 - g. Submit progress reports to WDNR as required by the permit.
 - h. Complete a substantial completion visit.
5. Project and Grant closeout.
- a. Following completion of project, we will prepare record drawings for submittal to WDNR.
 - b. Prepare grant closeout forms and grant reimbursement forms for submittal by the City

Responsibilities of Owner and Others

Owner shall be executing contract with selected general contractor and signing grant reimbursement forms.

Additional Services

If additional services are needed, a scope and fee will be provided to the City before incurring services.

Time Schedule

The scope of services, through release of bidding documents will be completed within 60 days of notice to proceed. Construction phase services will be provided per schedule dictated by contractor.

Fee

We will perform the above services for a lump sum amount of \$13,530.

Contract Terms and Conditions

Attached are "Contract Terms and Conditions" which will apply to the services and which are incorporated into this proposal by reference.

Acceptance

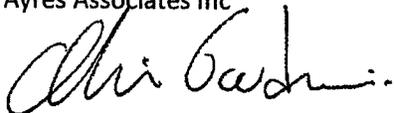
If this proposal and terms and conditions are acceptable to you, a signature on the enclosed copy of this letter will serve as our authorization to proceed.

This proposal is valid until November 15, 2018 unless extended by us in writing.

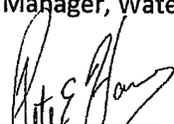
Mr. Richard J. Rubenzer, P.E.
October 11, 2018
Page 3

Proposed by Consultant:

Ayres Associates Inc



Christopher T. Goodwin
Manager, Water Resources



Pete Haug
Senior Project Manager

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Richard J. Rubenzer, PE

Name

Director of Public Works/City
Engineer/Utilities Manager

Title

Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspend or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

12. Ownership of Documents: All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

13. Electronic Files: Owner and Consultant agree that any electronic files furnished by either party shall conform to the specifications agreed to at the time this contract is executed. Electronic files furnished by either party shall be subject to an acceptance period of 60 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy documents. In the event of a conflict between the hard-copy documents prepared by Consultant and electronic files, the hard-copy documents shall govern.

14. Financial and Legal Services: Consultant's services and expertise do not include the following services, which shall be provided by Owner if required: (1) Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services; (2) Legal services with regard to issues pertaining to the Project as Owner requires, Contractor(s) raises, or Consultant reasonably requests; and (3) Such auditing services as Owner requires to ascertain how or for what purpose any Contractor has used the money paid.

15. Termination of Services: This contract may be terminated at any time by either party should the other party fail to perform its obligations hereunder. In the event of termination for any reason whatsoever, Owner shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses incurred prior to termination, and reasonable termination expenses incurred as the result of termination.

16. Controlling Law: This contract is to be governed by the law of the place of business of Consultant at the address in its proposal to Owner.

17. Assignment of Rights: Neither Owner nor Consultant shall assign, sublet or transfer any rights under or interest in this contract (including, but without limitation, moneys that may become due or moneys that are due) without the written consent of the other, except to the extent mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this contract. Nothing contained in this paragraph shall prevent Consultant from employing such independent subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

18. Third Party Benefits: This contract does not create any benefits for any third party.

19. Dispute Resolution: Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under the following dispute resolution provision. If direct negotiations fail, Owner and Consultant agree that they shall submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this contract or the breach thereof to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective on the date of this contract prior to exercising other rights under law.

20. Exclusion of Special, Indirect, Consequential, and Liquidated Damages: Consultant shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the project or this contract.

21. Betterment: If, due to Consultant's negligence, a required item or component of the project is omitted from the construction documents, Consultant's liability shall be limited to the reasonable cost of correction of the construction, less what Owner's cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that Consultant will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the project.

22. Amendments: This contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

HIGHWAY MAINTENANCE AGREEMENT

This Agreement is made and entered into by and between Chippewa County, a quasi-municipal corporation (hereinafter referred to as "County") and the City of Chippewa Falls, Chippewa County, Wisconsin (hereinafter referred to as "City"), and is authorized by Wis. Stat. § 66.0301.

WHEREAS, the City is desirous of utilizing services of the Chippewa County Highway Department for certain maintenance work; and

WHEREAS, the County through its Highway Department is desirous of contracting to provide such maintenance service.

NOW, THEREFORE, it is agreed by and between the City and the County as follows:

1. Term. This Agreement shall commence on the date of execution by both Parties.

2. Work Covered. The County will provide the following services:

The City has requested that the County perform winter maintenance services on the segment of Bridge Street between River Street and Summit Avenue. The routine highway winter maintenance services to be provided by the County shall include ~~snow & ice removal~~, application of anti-icing salt brine, and ~~application of de-icing materials~~. These services shall be performed by the County to a reasonably professional and commercial standard.

3. Work Not Covered. Maintenance and construction activities are not included in this Agreement and will not be provided by the County under this Agreement. Maintenance and operation of the City's traffic signals, street lighting, or any other electrical components of systems is not part of this Agreement and will be contracted for separately by the City.

4. Coordination of Work. The County's winter maintenance crew callouts will be performed by the County's Patrol Division Superintendent, County Patrol Superintendent, or any of the County's other on-call supervisors. The County will provide the City with a County on-call contact schedule.

5. How Payment Calculated. The City will pay for all maintenance work in accordance with the wage rates, material costs, and machinery rental rates normally used by the County on a monthly basis. Payment to be made under current County requirements.

6. Discrimination. Both parties agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation as defined in Section 51.01(5), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training, including apprenticeship.

7. Indemnification. The City shall indemnify, defend and hold harmless the County, its appointed or elected officials, committee members, employees, agents and each of them for any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interests, attorneys' fees, costs and expenses of whatsoever kind or nature, in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any willful act, error or omission, fault or negligence by the City, in fulfilling the terms of this Agreement.

8. Notices. The City retains the right to terminate this Agreement upon thirty (30) days' notice to the County in the event it deems that County performance of the routine road maintenance services

provided for under this Agreement are no longer beneficial to the City. In the interest of coordination in work planning, staffing, and budgeting, the City agrees to notify the County annually on/before July 1st of whether it will retain the County services for the following year. The County will respond annually within 30 days of receipt of City notice as to whether it will continue to provide services for the next year.

9. Applicable Law. This Agreement shall be governed under the laws of the state of Wisconsin and is made at Chippewa County, Wisconsin, and venue for any legal action to enforce the terms of this Agreement shall be in Chippewa County Circuit Court.
10. Non-Assignment of Agreement. The Parties agree there shall be no assignment or transfer of this Agreement, nor of any interests, rights or responsibilities herein contained, except as agreed to in writing.
11. Waiver of Breaches. No waiver of any breaches of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.
12. Modifications to Agreement. There shall be no modifications to this Agreement, except in writing, signed by both Parties.
13. Integration of Agreement. The entire agreement of the Parties is contained herein, and this Agreement supersedes all previous agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the Village and the County relating to the subject matter.

Both parties hereto having read and understood the entirety of this Agreement consisting of two (2) typewritten pages hereby affix their duly authorized signatures.

CITY OF CHIPPEWA FALLS BY:

Rick Rubenzer
Director of Public Works

(Date)

CHIPPEWA COUNTY BY:

Brian Kelley
Highway Commissioner

(Date)