

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, November 20, 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 November 6, 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** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of November 12, 2018.
 - (b) Consider Plan Commission minutes of November 12, 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 November 13, 2018.
 - (b) Consider Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 20, 2018. *(minutes to be distributed prior to meeting)*
 - (c) Consider Committee #2 Labor Negotiations, Personnel, Policy, and Administration minutes of November 20, 2018. *(minutes to be distributed prior to meeting)*
 - (d) Consider Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of November 20, 2018. *(minutes to be distributed prior to meeting)*
 - (e) Park Board minutes of November 13, 2018.
 - (f) Library Board minutes of October 10, 2018.
8. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
 - (b) Consider Street Use Permit Application from the Indianhead Track Club for the Frigid 8 and Thermal 3 Run/Walk on December 1, 2018 from 8:00 am – 1:00 pm utilizing various City Streets (see attached map).
9. **PETITIONS** - None
10. **MAYOR ANNOUNCES APPOINTMENTS**
 - (a) Consider the appointment of Mike Houle to the Police and Fire Commission to fulfill the term of Brian Flynn.
11. **MAYOR'S REPORT** - None
12. **REPORT OF OFFICERS** – None
13. **ORDINANCES** - None
14. **RESOLUTIONS** - None
15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**
 - (a) Consider rescheduling the January 1, 2019 Council Meeting to a different date and time than set by Ordinance.
 - (b) Discuss and consider Supplemental Letter Agreement with SEH for providing telecommunication services for existing antenna repairs.

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW** (continued)
(c) Discuss and consider Supplemental Letter Agreement with SEH for providing telecommunication services for new antenna proposals.
16. **CLAIMS**
(a) Consider claims as recommended by the Claims Committee.
17. **CLOSED SESSION** - None
18. **ADJOURNMENT**

The Claims Committee will meet at 6:00 PM to review the claims of various boards and departments of the City.

NOTE: REASONABLE ACCOMMODATIONS FOR PARTICIPATION BY INDIVIDUALS WITH DISABILITIES WILL BE MADE UPON REQUEST. FOR ADDITIONAL INFORMATION OR TO REQUEST THIS SERVICE, CONTACT THE CITY CLERK AT 726-2719.

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on November 16, 2018 at 2:10 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, November 6, 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, CW King, Chuck Hull, Paul Olson, and Paul Nadreau. Absent was Robert Hoekstra.

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 Monarski/King to approve the minutes of the Regular Council Meeting of October 16, 2018. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS

(a) Director of Public Works/City Engineer/Utilities Manager Rubenzer provided an overview of the project location. Mayor Hoffman opened 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) at 6:31 pm. Jamie Bowe of River Valley Architects appeared in support of the project and was available for any questions. There being no further requests to speak, the hearing was closed at 6:32 pm.

COMMUNICATIONS - None

REPORTS

(a) Motion by Olson/Kiefer to approve the Board of Public Works minutes of October 22, 2018. **Roll Call Vote: Aye – Olson, Kiefer, King, Hull, Nadreau, Monarski. Motion carried.**

COUNCIL COMMITTEE REPORTS

(a) Motion by Olson/Monarski to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of October 23, 2018. **All present voting aye, motion carried.**

(b) Motion by Monarski/Hull to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of October 30, 2018. **Roll Call Vote: Aye – Monarski, Hull, Olson, Nadreau, Kiefer, King. Motion carried.**

(c) Motion by Monarski/Olson to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 1, 2018. **Roll Call Vote: Aye – Monarski, Olson, Nadreau, Kiefer, King, Hull. Motion carried.**

(d) Motion by Hull/Monarski to approve the Committee #1 Revenues, Disbursements, Water, and Wastewater minutes of November 6, 2018. **Roll Call Vote: Aye – Hull, Monarski, Kiefer, King, Olson, Nadreau. Motion carried.**

APPLICATIONS

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

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS

(a) Motion by King/Olson to approve the appointment of Pat Milanowski as an Election Inspector. **All present voting aye, motion carried.**

(b) Mayor Hoffman announced the appointment of Mike Houle to the Police and Fire Commission to fulfill the term of Brian Flynn. Action on this appointment is scheduled for November 20th.

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) Motion by Kiefer/Olson to approve 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 1 and Lakeland Drive). **Roll Call Vote: Aye – Kiefer, Olson, Nadreau, Monarski, King, Hull. Motion carried.**

(b) Motion by King/Monarski to approve 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. **Roll Call Vote: Aye – King, Monarski, Kiefer, Hull, Olson, Nadreau. Motion carried.**

(c) Motion by Olson/King to approve Ordinance #2018-19 Entitled: An Ordinance Creating Standing Committee No. 5 of the Chippewa Falls Common Council Regarding Oversight of Economic Development. **Roll Call Vote: Aye – Olson, King, Nadreau, Monarski, Kiefer; No – Hull. Motion carried.**

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Dennis Lyon representing the National League of Cities provided a presentation regarding a sanitary sewer and water service warranty program. It was recommended that this be brought to Committee for additional discussion and recommendations.

(b) Motion by King/Kiefer to approve the Professional Engineering Services Agreement with Ayres Associates for Glen Loch Dam repairs. Roll Call Vote: Aye – King, Kiefer, Hull, Olson, Nadreau, Monarski. Motion carried.

(c) Motion by Kiefer/Hull to approve the Intergovernmental Agreement with Chippewa County for Anti-icing in an amount not to exceed \$3,000. Roll Call Vote: Aye – Kiefer, Hull, Olson, Nadreau, Monarski, King. Motion carried.

CLAIMS

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

City General Claims:	\$560,973.99
Authorized/Handwritten Claims:	\$4,768.92
Department of Public Utilities:	\$205,552.28
Total of Claims Presented	<u>\$771,295.19</u>

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

CLOSED SESSION

(a) Motion by Monarski/Kiefer 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) Negotiation of possible sale and transfer of city-owned property in Riverside Industrial Park; and

(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; and to include the Council, Mayor, Ferg, Bauer, Rubenzer, Hentschel, and Givens; may return to Open Session for possible action on Closed Session item.

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

The Council discussed the Closed Session items listed above.

Motion by King/Nadreau to return to Open Session. All present voting aye, motion carried.

ADJOURNMENT

Motion by Monarski/Nadreau to adjourn at 7:51 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - November 6, 2018

NAME	ADDRESS
Paula Bowe	9898 170 th St, CF, WI 54729
Brad Hudson	4319 118 th St., CF, WI

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, NOVEMBER 12, 2018 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 12, 2018 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, and Alderperson Paul Olson. Absent were Finance Manager Lynne Bauer and Darrin Senn. Alderperson Paul Nadreau was also present at the meeting.

1. **Motion** by Olson, seconded by Hoffman to approve the minutes of the October 22, 2018 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached petitions to pave the alley in Block 2, Stanley Addition to the South Side and Block A, Southside Plat bounded by Canal St., Depot St., Vine St. and Chippewa St. The signatures on the petitions represent 95% of the alley frontage (988' of 1038'). Director of Public Works Rubenzer noted there will be a public information meeting and public hearing for the alley paving project.
Motion by Olson, seconded by Rubenzer to recommend the Common Council approve the hot mix paving of the alley in Block 2, Stanley Addition to the South Side and Block A, Southside Plat bounded by Canal St., Depot St., Vine St. and Chippewa St.
All present voting aye. MOTION CARRIED.

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


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

**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

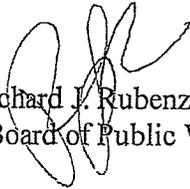
District in the Lake Wissota Business Park. Director of Public Works Rubenzer highlighted committee concerns of a more detailed explanation in Appendix E: Spill and Cleanup Procedures of the "Code Yellow" designation and the emergency management team. Brad Hudson of Nordson Extrusion Dies Industries, 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.**

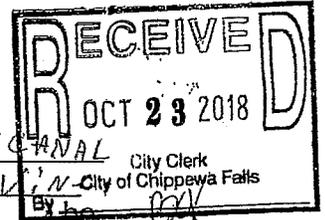
4. The Board considered the attached Engineering Agreement for Professional Services with Ayres Associates for project plans, specs, bidding services and construction administration of the Glen Loch Dam repair and construction project. The project includes three phases of a dive/inspection, coffer damming 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

**PETITION
(Alley Paving)**



I/We, the undersigned, hereby petition that the alley through Block 300 E. CANAL of STANLEY Addition (Bounded by 300 E CANAL; 1st N City of Chippewa Falls depot, Chippewa blacktopped at the current front foot rate as determined by the Common Council.

Name/Address

Rita Meyers	325 E. CANAL ST.	66'
Steve Smith	343 E Canal St.	33'
Brenda J. Javille	353 E. CANAL ST.	99'
Paul Gande	329 E. CANAL ST.	99'
Kassandra Wampole	319 E. CANAL street	34'
{ MICHAEL A MEYERS	1100 BROOKLINE RD, SEAL BEACH, CA 90740	} 211' + 127'
	PARCELS 211-3561, 211-4364 - 211-4363	

988 signed 1038' total footage
988/1038 = 95%

Addresses of owners that I/We were unable to contact:

Petition circulated by Rita Meyers Phone 715-497-2043
wm

Petition Form picked-up

Petition Received by Clerk

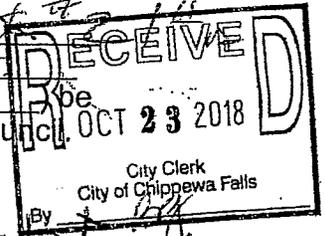
NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

Rate is subject to change by the Common Council.

(Rate as of _____ is \$ 6.25 /front foot)

PETITION
(Alley Paving)

I/We, the undersigned, hereby petition that the alley through Block Block 49
of LC STANLEY ADD & BLK A SOUTH SIDE Addition (Bounded by CANAL ST
DEOT ST VINE ST AND CHIPPEWA ST.
blacktopped at the current front foot rate as determined by the Common Council



Name/Address

Jeff Smiley 899 W Canal St
Chippewa Falls, Wis 54729

Rental property 339 E Canal St
Chippewa Falls, Wis 54729

Mark Lehman 15 Chippewa St. C.F. 54729 103'

Mark Lehman

Dorothy Lehman 15 Chippewa St CF WI 54729

Dorothy Lehman

Jerry Quigley JAMES QUIGLEY 313 E CANAL ST CF WI 54729 100'

-17357 54TH AVE CF 54729

Anthony G. Gredifanti 307 E. Canal St. 54729 50'

Addresses of owners that I/We were unable to contact:

Jon Allard 301 E Canal No? 50'

Petition circulated by PAUL NADREAU Phone 828-4768

unn

Petition Form picked-up

Petition Received by Clerk

NOTE: The rate charged per front foot will be the rate in effect at the time the Common Council adopts the Resolution authorizing the work and levying this Special Charge.

Rate is subject to change by the Common Council.

(Rate as of _____ is \$ 6.75 /front foot)

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, NOVEMBER 12, 2018 – 6:30 PM**

The Plan Commission met in City Hall on Monday, November 12, 2018 at 6:30 P.M. Present were Commissioners Dave Cihasky, Greg Misfeldt, Dennis Doughty, Mike Tzanakis, Dan Varga, Beth Arneberg, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Jerry Smith was absent. City Inspector Paul Lasiewicz, Assistant City Engineer Bill McElroy and those on the attached attendance sheet were also present.

1. **Motion** by Hubbard, seconded by Varga to approve the minutes of the October 8, 2018 Plan Commission meeting. **All present voting aye. Motion carried.**

2. The Plan Commission considered the attached petition from Lorne and Debbie Patzoldt to rezone four lots located at the Southeast corner of Rutledge Street and Eagle Street from R-1B Single Family Residential District to R-2 Two Family Residential District. All of the surrounding area is single family residential zones other than an R-3A Multi-Family Residential parcel about two blocks away on Wheaton Street and Irvine Park which is P-1 Public and Institutional. Secretary Rubenzer noted that rezoning requests are considered at a Common Council public hearing and the Plan Commission is just a recommending body in the procedure. City Inspector Lasiewicz stated that the City would have less control of the lots if rezoned to R-2 Two Family Residential District and that a Residential Planned Unit Development would lock down development conditions and that he did not think rezoning to R-2 Two Family Residential District was a good action to approve. Secretary Rubenzer stated that the Planned Development Conditional Use Permit process would be a completely different application and process with the Plan Commission conducting the public hearing and approving or denying the permit. Commissioner Cihasky asked petitioner Lorne Patzoldt why he didn't propose the rezoning when he requested subdividing the lot into four lots at the October 8, 2018 Plan Commission meeting. Mr. Patzoldt stated that he wanted to keep his development options open for either single family or two-family home construction. He also showed the Plan Commission pictures of existing duplexes he had constructed. It was stated that the appearance of the proposed buildings wasn't the concern as much as that they were rental units.
Motion by Hubbard, seconded by Tzanakis that the Common Council take no action to rezone Parcel 4501.3000, Lot 3, (now subdivided into four lots), located at the Southeast corner of Rutledge Street and Eagle Street from R-1B Single Family Residential District to R-2 Two Family Residential District. **All present voting aye. Motion carried.**

3. The Plan Commission considered the attached petition from Michael Tanner to rezone Parcel 4758.8700, Lot 6, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District. All of the surrounding area is zoned A-1 Agriculture District. Secretary Rubenzer noted that rezoning requests are considered at a Common Council public hearing and the Plan Commission is just a recommending body in the procedure. Mr. Tanner presented his petition and stated that there was an existing duplex on the South side of Nelson Road in the Village of Lake Hallie. Tim Holden appeared and stated he and others in the neighborhood including Harry Harper, who lives on the Northeast corner of Old Eau Claire Road and Nelson Road were opposed to the proposed rezoning. Secretary Rubenzer had with Harry Harper two hours previous and Mr. Harper stated he wasn't opposed or in support of the rezoning at this point. City Inspector Lasiewicz stated he didn't believe this was a good location for R-2 Two Family Residential zoning.

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

Motion by Cihasky, seconded by Tzanakis to recommend the Common Council not rezone Parcel 4758.8700, Lot 6, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District. **All present voting aye. Motion carried.**

4. The Plan Commission considered the attached petition from Michael Tanner to rezone Parcel 4758.8800, Lot 7, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District.

Motion by Hubbard, seconded by Tzanakis to recommend the Common Council not rezone Parcel 4758.8800, Lot 7, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District. **All present voting aye. Motion carried.**

5. The Plan Commission considered the attached petition from Michael Tanner to rezone Parcel 4758.8900, Lot 8, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District.

Motion by Tzanakis, seconded by Cihasky to recommend the Common Council not rezone Parcel 4758.8900, Lot 8, Outlot 3 of Gehler Estates located on Nelson Road from A-1 Agriculture District to R-2 Two Family Residential District. **All present voting aye. Motion carried.**

6. **Motion** by Varga, seconded by Hubbard to adjourn. **All present voting aye. Motion carried.**
The Plan Commission adjourned at 7:05 P.M.


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

PLAN COMMISSION ATTENDANCE SHEET

DATE: November 12, 2018

NAME	COMPANY REPRESENTING	ADDRESS	PHONE #	EMAIL
Patzold		9781 152nd St E	715 523 0810	Patzold@Charker.net
Tim + Cheryl Holder		629 Old Eau Claire Rd	715-829-2162	THH@ciwy.com
Michael Turner & S/E R. L. S.		6505 South Shore Drive Alton, WI	765-829-0050	TJ@turner-events.com
PAUL MADSEN		430 W WIS ST	715-828-4788	

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, OCTOBER 8, 2018 – 6:30 PM**

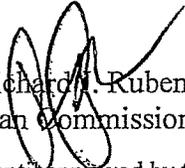
The Plan Commission met in City Hall on Monday, October 8, 2018 at 6:30 P.M. Present were Commissioners Dave Cihasky, Dennis Doughty, Dan Varga, Beth Arneberg, Jerry Smith, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Greg Misfeldt and Mike Tzanakis. Also attending were Assistant City Engineer Bill McElroy and those on the attached attendance sheet.

1. **Motion** by Hubbard, seconded by Doughty to approve the minutes of the September 24, 2018 Plan Commission meeting. **All present voting aye. Motion carried.**

2. Lorne Patzoldt appeared to support the attached Certified Survey Map subdividing Lot 3 of Certified Survey Map 2693 into four lots, located along the south side of Rutledge Street at the southeast corner of Rutledge and Eagle Streets. Secretary Rubenzer noted that the proposed four lots are all located in an R-1B Single Family Residential District and that all four lots would meet legal lot requirements for minimum lot frontage (80') and minimum lot square footage, (8400 sf.) for the R-1B Single Family Residential District. Mr. Patzoldt indicated that he may propose rezoning the lots to R-2 Two Family Residential District in the near future. The Plan Commission briefly discussed the item. **Motion** by Varga, seconded by Hubbard to recommend the Common Council approve the attached Certified Survey Map subdividing Lot 3 of Certified Survey Map 2693 into four lots, located along the south side of Rutledge Street at the southeast corner of Rutledge and Eagle Streets. Said approval contingent on:
 - 1) Receipt of the \$100 certified survey map review fee.
 - 2) Submission and approval of any necessary stormwater management plans.**All present voting aye. Motion carried.**

3. Jamey Bowe, River Valley Architects and Darla Bowe representing Oakleaf Clinics appeared to support the petition to rezone 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 from C-2 General Commercial to O-2 Office and Institutional district. The Plan Commission noted that a great majority of the surrounding property was zoned O-2 Office and Institutional and that the requested zoning would be consistent and compatible with the Lake Wissota Business Park at that location. **Motion** by Cihasky, seconded by Hubbard to recommend the Common Council conduct a public hearing to consider rezoning 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 from C-2 General Commercial to O-2 Office and Institutional district. Said public hearing to be scheduled upon receipt of the \$300 legal advertising and administrative fee and proper notification of adjacent property owners. **All present voting aye. Motion carried.**

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


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

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

Date Filed: 10-9-18

Fee Paid: \$25.00 Date: 10-9-18 TR#: 56805

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: Rutledge Street (Parcel # 4501a3)
Lot: 3 Block: _____ Subdivision: _____ Parcel# 22908-3133
-72693003

Legal Description: Lot 3 CSM #2693 in the SW 1/4 of
the SW 1/4 of Section 31, Township 29 North
Range 8 West, City of Chippewa Falls, Chippewa County

Present zoning classification of property: R-1B Single Family Residence

Zoning classification requested: R-2 Two Family Residence
Duplex

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

Existing use of all buildings on such land: _____

Principal use of all properties within 300 feet of such land: Retirement Home
and Single Family

Purpose for which such property is to be used: ~~Two Home or Two Family~~
Residence Duplex

Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: Catering to other
retired people, as other retired people live
in the neighborhood.

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

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

Providing affordable housing for retired people
and others as needed.

Planning on some fancy two family housing with
stone accents and cedar shakes in garage peaks.
The building will have an estimated value of \$350,000 each
This will attract good quality neighbors.

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

Owner(s)/Address(es):

Lorae & Debbie Patzoldt
9781 152nd st
Chippewa Falls WI 54729
Phone #: 715 523 0810
Email: patzoldr@charter.net
Signature: Lorae Patzoldt

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

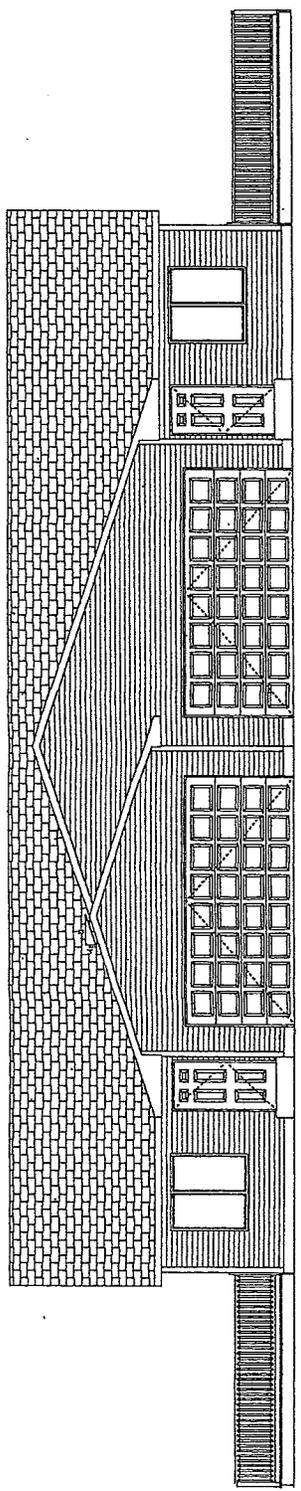
Petitioner(s)/Address(es):

Phone #: _____
Email: _____
Signature: _____

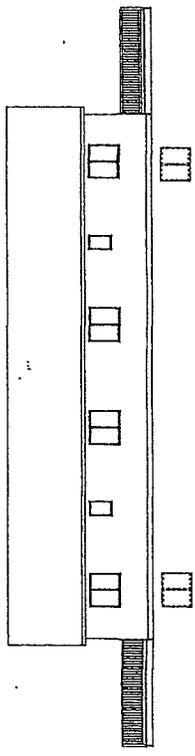
Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

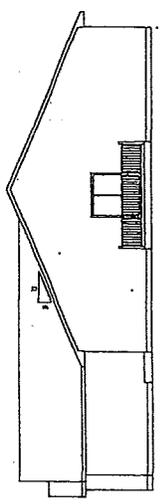
SCALE IS 1/2 AS SHOWN IF PRINTED ON 11X17 PAPER



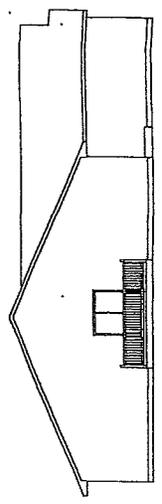
FRONT ELEVATION
SCALE: 1/4" = 1'-0"



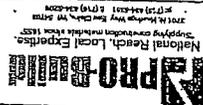
REAR ELEVATION
SCALE: 1/8" = 1'-0"



RIGHT ELEVATION
SCALE: 1/8" = 1'-0"



LEFT ELEVATION
SCALE: 1/8" = 1'-0"



LORNE PATZOLDI
Duplex
CITY, WI

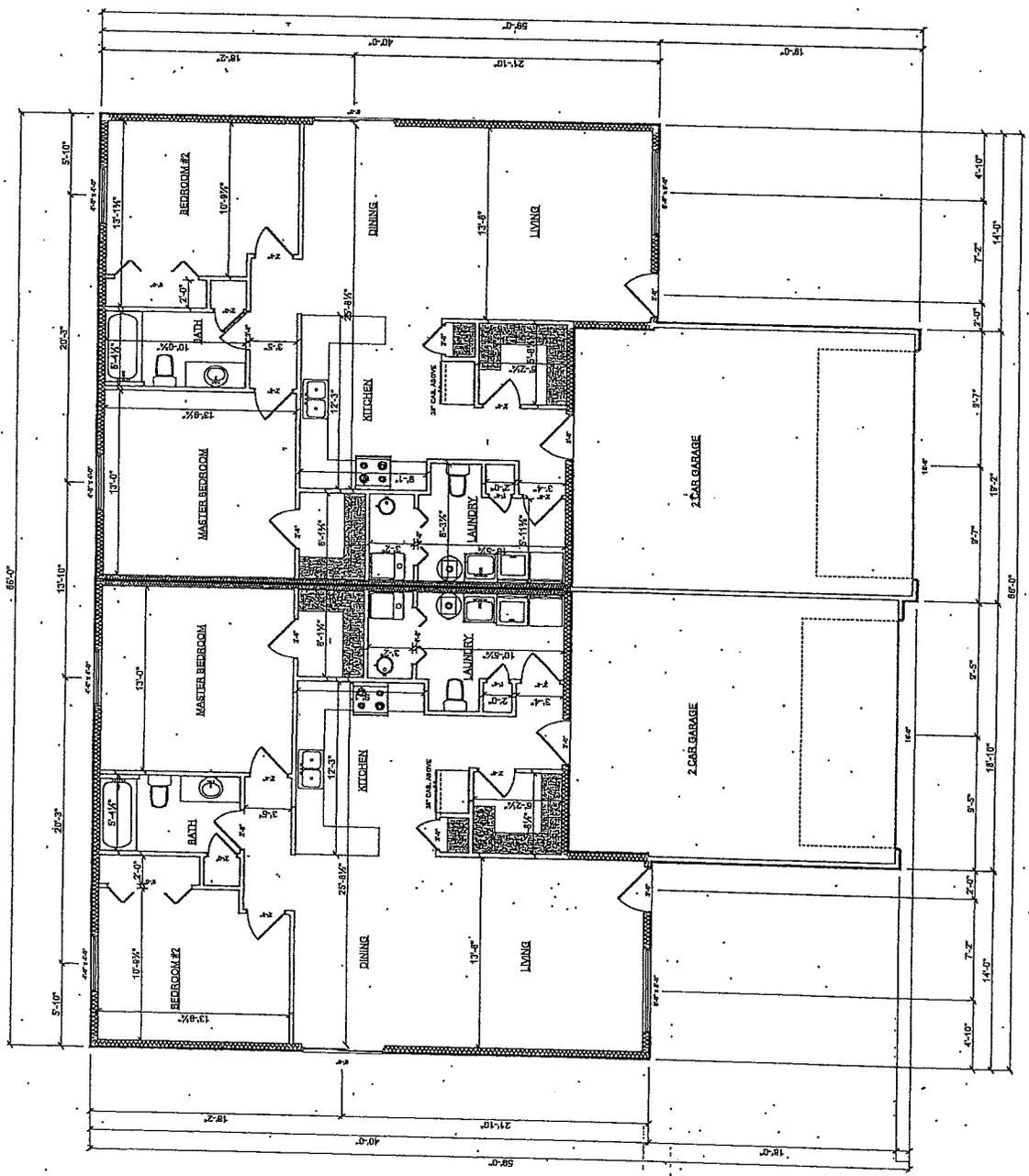
Project # B09-008
Start Date: 02-27-09
08-21-12
09-11-12
9-20-13
11-25-13

Builder: Lorne Patzoldi
Phone #: (715) 861-3822
Sales Rep: Dave Baum
Design By: Caryn Carr

IMPORTANT
This drawing is intended to be used for construction purposes only and should not be used for any other purpose. The contractor is responsible for verifying all dimensions and conditions on the job site. The architect is not responsible for any errors or omissions in this drawing. The contractor is responsible for obtaining all necessary permits and approvals from the local authorities. The architect is not responsible for any delays or costs incurred by the contractor due to any reasons other than those specifically stated in this drawing. The contractor is responsible for all materials and labor used in the construction of the project. The architect is not responsible for any damage to the property or any other loss incurred by the contractor during the construction process. The contractor is responsible for all safety measures and for the safety of all workers on the job site. The architect is not responsible for any accidents or injuries that may occur during the construction process. The contractor is responsible for all utility lines and for ensuring that they are properly located and marked. The architect is not responsible for any utility line damage or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all site preparation and for ensuring that the site is ready for construction. The architect is not responsible for any site preparation work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all foundation work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any foundation work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all framing work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any framing work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all exterior finish work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any exterior finish work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all interior finish work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any interior finish work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all mechanical, electrical, and plumbing (MEP) work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any MEP work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all painting and decorating work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any painting and decorating work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all landscaping and site work and for ensuring that it is properly installed and reinforced. The architect is not responsible for any landscaping and site work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all final cleanup and for ensuring that the site is ready for occupancy. The architect is not responsible for any final cleanup work or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all costs associated with the construction of the project. The architect is not responsible for any costs associated with the construction of the project. The contractor is responsible for all materials and labor used in the construction of the project. The architect is not responsible for any materials and labor used in the construction of the project. The contractor is responsible for all safety measures and for the safety of all workers on the job site. The architect is not responsible for any accidents or injuries that may occur during the construction process. The contractor is responsible for all utility lines and for ensuring that they are properly located and marked. The architect is not responsible for any utility line damage or for any other loss incurred by the contractor during the construction process. The contractor is responsible for all site preparation and for ensuring that the site is ready for construction. The architect is not responsible for any site preparation work or for any other loss incurred by the contractor during the construction process. 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The contractor is responsible for all final cleanup and for ensuring that the site is ready for occupancy. The architect is not responsible for any final cleanup work or for any other loss incurred by the contractor during the construction process.

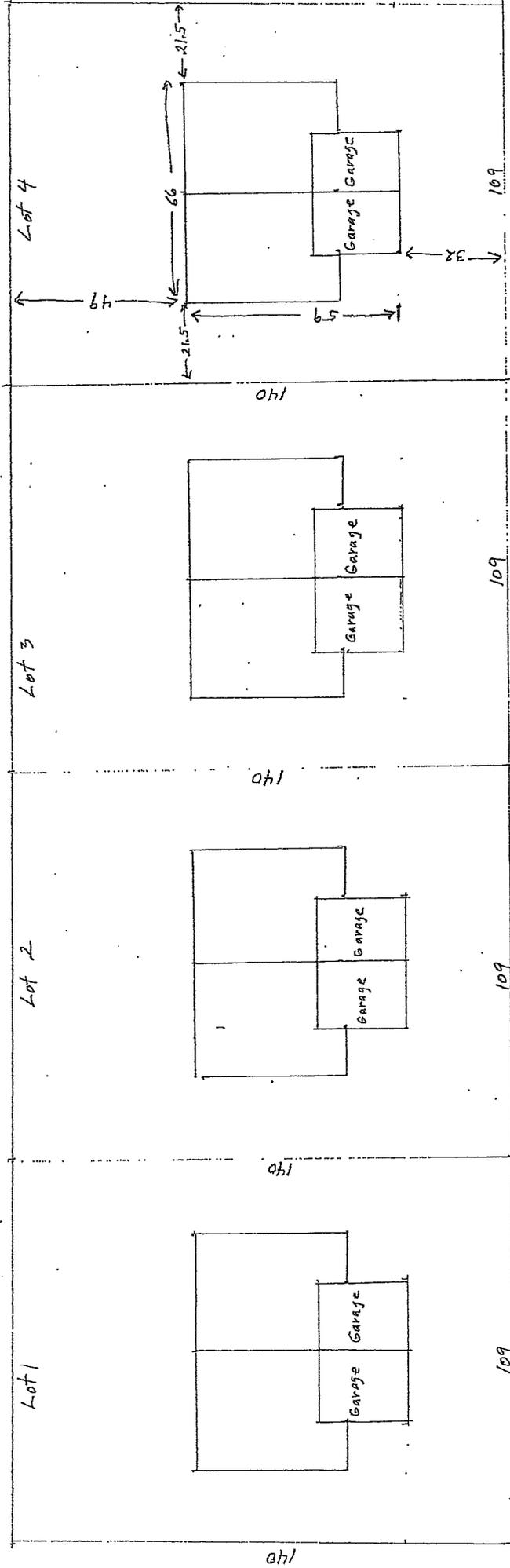
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
SQ.FT. = 1209 EACH

*** PRELIMINARY DRAWINGS ONLY - NOT FOR CONSTRUCTION USE ***
SCALE IS 1/2 AS SHOWN IF PRINTED ON 11X17 PAPER



66 157

Lot 3 to be divided into 4 equal Lots



Front 32'
Side 21.5'
Back 49'

Rutledge Street

Patzoldt
715 523 0810
Duplex

Date Filed: 11-5-2018

Fee Paid: \$25.00 Date: 11-5-2018 TR#: 56976

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: Nelson Road Comp # 4758, 8700
Lot: 6 Block: _____ Subdivision: Outlot 3 Gehler Estate Parcel# 22809-1244-~~7481200~~
7481200x

Legal Description: Lot 6 of Certified Survey Map # 4872 recorded in Volume 22 of Certified Survey Maps, pages 321-322 as documented # 878176, located in the SE 1/4 of the SE 1/4 Section 12, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin; being part of Outlot 3 of Gehler Estates

Present zoning classification of property: Agriculture

Zoning classification requested: (R2) Residential 2 District

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: lots 7 & 8

Existing use of all buildings on such land: none

Principal use of all properties within 300 feet of such land: vacant land N & W of property, in the village of Hallie, south of lot, 2 residential homes & one multi-family Duplex.

Purpose for which such property is to be used: multi-family

Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: The proposed change will not be detrimental to the public's interest. There is already multi-family dwelling on the Nelson Road.

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

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council: We are requesting to rezone to (R2) to put up up-scale multifamily housing

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

Owner(s)/Address(es):

Michael Tanner Tanner Excavating
PO Box 290
Atlanta, GA 30320
Phone #: 715-829-0050
Email: Tony@TannerExcavating.com
Signature: 

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Petitioner(s)/Address(es):

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Exhibit A

Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Chippewa County Register of Deeds office.

Project Identifier: Nelson Road Extension Acres: 20.89

Date of Recording: 05/17/2018

Map Produced By: Pete Gartmann of Real Land Surveying

Legal Description: Being part of Lot 8 of Certified Survey Map No.4872, recorded in Volume 22 of certified survey maps pages 321 through 322, being part of the SE 1/4-SE 1/4, SW 1/4-SE 1/4, Section 12, T28N, R9W, City of Chippewa Falls, Chippewa County, Wisconsin.

Survey map of property showing legal boundaries:

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER 4872

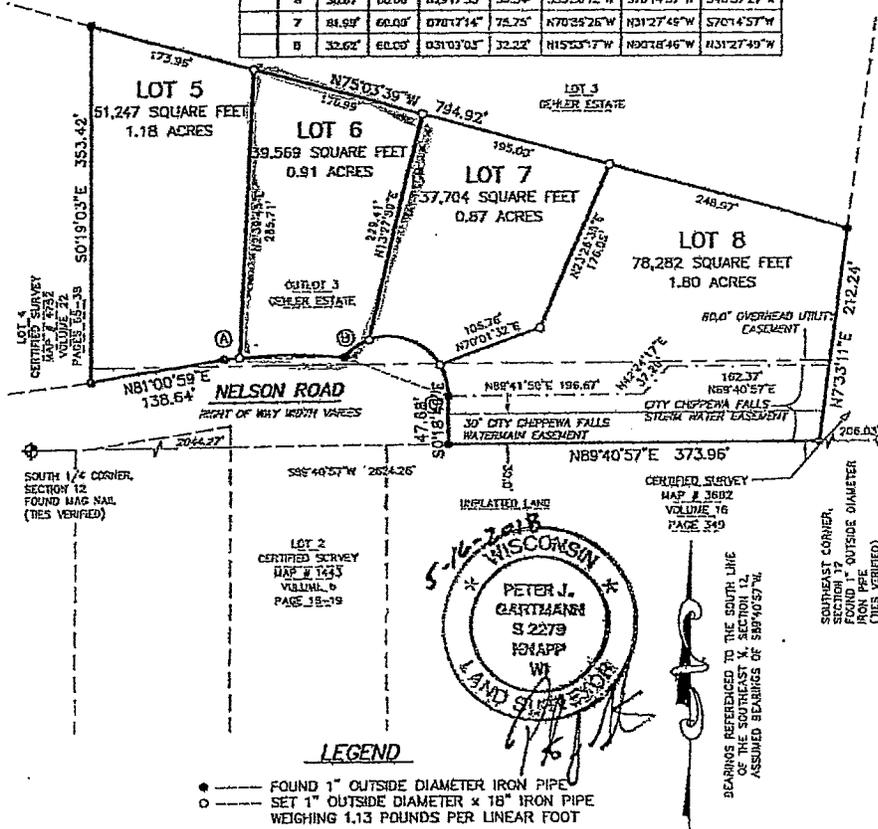
RECORDED IN VOLUME 22 OF CERTIFIED SURVEY MAPS PAGE 321-322

Marge L. Geissler
REGISTER

LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING PART OF OUTLOT 3 OF GEHLER ESTATE

878176
RECORDED ON
05/17/2018
2:33 PM
MARGE L. GEISSLER
REGISTER OF DEEDS
REC FEE: 30.00
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 2

CURVE TABLE								
CURVE	LOT	LENGTH	RADIUS	DELTA	CHD	CHD BR	1ST TAN	2ND TAN
A-B		121.94'	612.18'	011°24'46"	121.74'	N85°30'21"E	N84°47'16"W	S83°47'58"W
	5	15.89'	612.18'	001°29'46"	15.88'	S24°32'51"W	S85°17'44"W	S83°47'58"W
	6	105.95'	612.18'	009°55'00"	105.82'	N88°44'46"W	N84°47'16"W	S82°17'44"W
B-C		145.25'	60.00'	138°43'47"	112.30'	S65°40'39"E	N03°18'46"W	S40°57'27"W
	6	30.07'	60.00'	029°17'30"	30.34'	S55°36'12"E	S70°14'57"W	S40°57'27"W
	7	81.89'	60.00'	070°17'14"	75.75'	N70°35'26"W	N31°27'48"W	S70°14'57"W
	8	32.62'	60.00'	031°03'05"	32.22'	N15°03'57"W	N03°18'46"W	N31°27'49"W



WISCONSIN
PETER J. GARTMANN
S 2279
KONAPP
WI
LAND SURVEYOR

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

REAL LAND SURVEYING
1300 INTERNATIONAL DRIVE
EAU CLAIRE, WI 54701
(715) 514-4116
CADD # 18150

SHEET 1 OF 2 SHEETS

PAGE 321

WARRANTY DEED

Document Number

Document Name

COPY

THIS DEED, made between Max O. Gehler, Jr.

(Grantor, whether one or more), and Tanner Excavating Inc.

(Grantee, whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Chippewa County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): Lots 6, 7 and 8 of Certified Survey Map #4872 recorded in Volume 22 of Certified Survey Maps, Pages 321-322 as Document #878176; located in the SE 1/4 of the SE 1/4 of Section 12, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin; being a part of Outlot 3 of Gehler Estate.

Recording Area

Name and Return Address

Tanner Excavating Inc. P.O. Box 296 Altoona, WI 54720

Tax parcel numbers: 22809-1244-74872006 22809-1244-74872007 22809-1244-74872008

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered into under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2018.

Dated September 24, 2018

Signature of Max O. Gehler, Jr.

(SEAL)

(SEAL)

* Max O. Gehler, Jr.

(SEAL)

(SEAL)

*

*

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

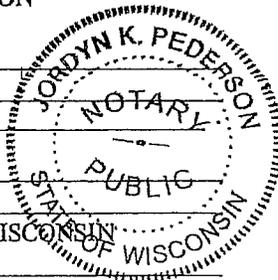
authenticated on

*

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

THIS INSTRUMENT DRAFTED BY:

Michael J. Vinopal Attorney at Law



STATE OF WISCONSIN

Eau Claire COUNTY

Personally came before me on September 24, 2018, the above-named Max O. Gehler, Jr.

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

Signature of Jordyn K. Pederson

Notary Public, State of Wisconsin

My Commission (is permanent) (expires: 3-15-2020)

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

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

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2003

*Type name below signatures.

Date Filed: 11-5-2018

Fee Paid: \$25.00 Date: 11-5-2018 TR#: 56976

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: Nelson Road Comp # 4758.8800
Lot: 7 Block: _____ Subdivision: OUTLOT 3 of GEHLER ESTATE Parcel# 22809-1244-1487-200

Legal Description: Lot 7 of certified survey map # 4872 recorded in volume 22 of certified survey maps, pages 321-322 as documented # 87876, located in the SE 1/4 of the SE 1/4 section 12, Township 28 North Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin; being part of Outlot 3 of Gehler Estates

Present zoning classification of property: Agriculture

Zoning classification requested: (R2) Residential 2 District

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: lots 6 & 8

Existing use of all buildings on such land: none

Principal use of all properties within 300 feet of such land: vacant land N $\frac{1}{2}$ W
of property, in the village of Hallie, south of lot,
2 residential homes & one multi-family Duplex.

Purpose for which such property is to be used: multi-family

Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: The proposed change will
not be detrimental to the public's interest. There is
already multi-family dwelling on the Nelson Road.

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

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council:
We are requesting to rezone to (R2) to put up up-scale
multi-family ~~unit~~ housing

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

Owner(s)/Address(es):

Michael Tanner Tanner Excavating
PO Box 240
Atlanta, W 54720
Phone #: 715-829-0150
Email: Tony@TannerExcavating.com
Signature: 

Petitioner(s)/Address(es):

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Exhibit A

Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Chippewa County Register of Deeds office.

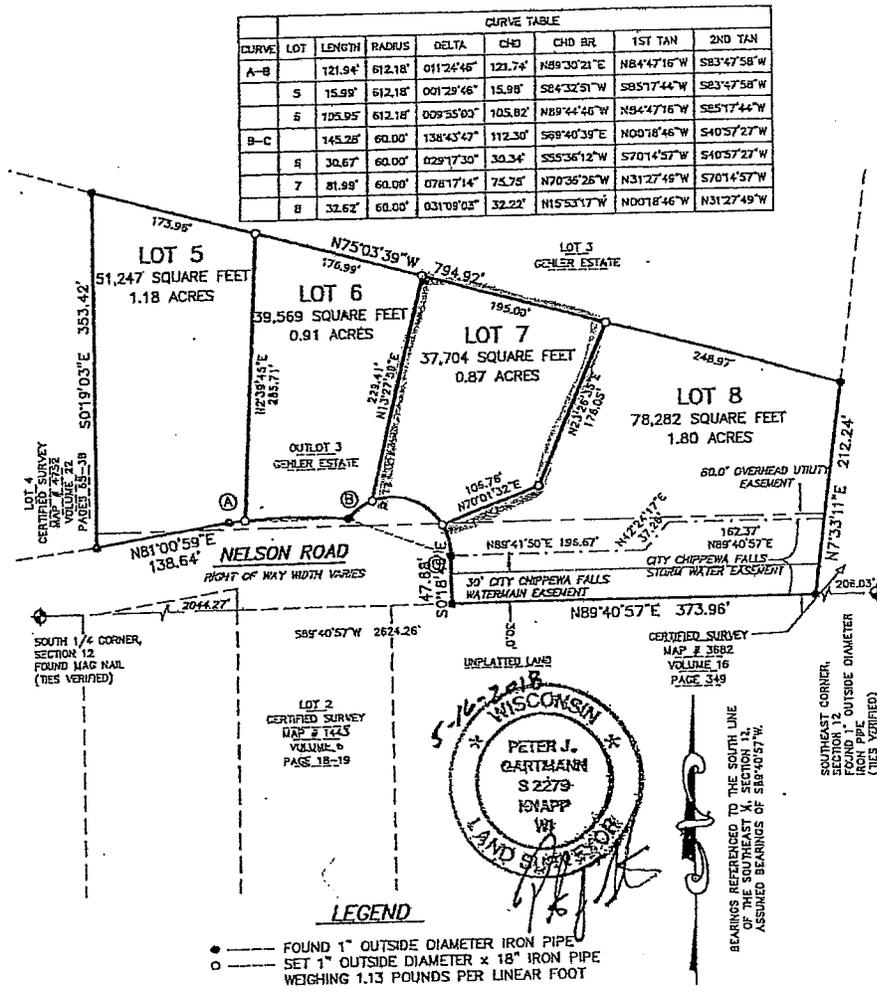
Project Identifier: Nelson Road Extension Acres: 20.89
Date of Recording: 05/17/2018
Map Produced By: Pete Gartmann of Real Land Surveying
Legal Description: Being part of Lot 8 of Certified Survey Map No. 4872, recorded in Volume 22 of certified survey maps pages 321 through 322, being part of the SE 1/4-SE 1/4, SW 1/4-SE 1/4, Section 12, T28N, R9W, City of Chippewa Falls, Chippewa County, Wisconsin.
Survey map of property showing legal boundaries:

878176
 RECORDED ON
 05/17/2018
 2:33 PM
 MARGE L. GEISSLER
 REGISTER OF DEEDS
 REC FEE: 30.00
 FEE EXEMPT:
 CHIPPEWA COUNTY, WI
 PAGES: 2

CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER 4872

RECORDED IN VOLUME 22 OF CERTIFIED SURVEY MAPS PAGE 321-322
Margaret Geissler
 REGISTER

LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
 SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST,
 CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
 BEING PART OF OUTLOT 3 OF GEHLER ESTATE



DATE APPROVED _____
 CHIPPEWA COUNTY PLANNING AGENCY
 BY _____

REAL LAND SURVEYING
 1350 INTERNATIONAL DRIVE
 EAU CLARE, WI 54701
 (715) 514-0116
 CAD # 18156

SHEET 1 OF 2 SHEETS

PAGE 321

WARRANTY DEED

Document Number

Document Name

COPY

THIS DEED, made between Max O. Gehler, Jr.

(Grantor, whether one or more), and Tanner Excavating Inc.

(Grantee, whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Chippewa County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): Lots 6, 7 and 8 of Certified Survey Map #4872 recorded in Volume 22 of Certified Survey Maps, Pages 321-322 as Document #878176; located in the SE 1/4 of the SE 1/4 of Section 12, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin; being a part of Outlot 3 of Gehler Estate.

Recording Area

Name and Return Address Tanner Excavating Inc. P.O. Box 296 Altoona, WI 54720

Tax parcel numbers: 22809-1244-74872006 22809-1244-74872007 22809-1244-74872008

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered into under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2018.

Dated September 24, 2018

Signature of Max O. Gehler, Jr. (SEAL)

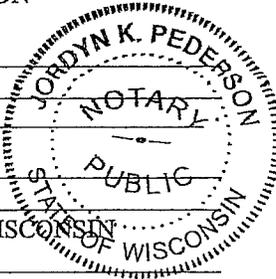
Signature line (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

authenticated on



STATE OF WISCONSIN) ss. Eau Claire COUNTY

Personally came before me on September 24, 2018, the above-named Max O. Gehler, Jr.

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

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

THIS INSTRUMENT DRAFTED BY:

Signature of Jordyn K. Pederson, Notary Public, State of Wisconsin. My Commission expires 3-15-2020

Michael J. Vinopal Attorney at Law

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

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED. WARRANTY DEED STATE BAR OF WISCONSIN FORM No. 1-2003

*Type name below signatures.

Date Filed: 11-5-2018

Fee Paid: \$25.00 Date: 11-5-2018 TR#: 56976

Fee Paid: _____ Date: _____ TR#: _____

PETITION FOR REZONING

TO THE CITY OF CHIPPEWA FALLS, WISCONSIN:

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

Address of Property: Nelson Road Comp # 4758.8900
Lot: 8 Block: _____ Subdivision: Plot 3 Nelson Road Parcel# 228D9-1244-74872-008
Gehler Estates

Legal Description: Lot of certified survey map # 4872 recorded in volume 22 of certified survey maps, pages 321-322 as documented # 878176, located in the SE 1/4 of the SE 1/4 section 12, Township 28 North Range 9 West City of Chippewa Falls, Chippewa County, Wisconsin; being part of Plot 3 of Gehler Estates

Present zoning classification of property: Agriculture

Zoning classification requested: (R2) Residential 2 District

Lot number of any real estate owned by the petitioner adjacent to the area proposed to be changed: lots 4 & 7

Existing use of all buildings on such land: none

Principal use of all properties within 300 feet of such land: vacant land N $\frac{1}{2}$ W of property, in the Village of Hallie, south of it, 2 residential homes & one multi-family duplex.

Purpose for which such property is to be used: multi-family

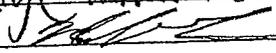
Recite any facts indicating that the proposed change will not be detrimental to the general public's interest and the purposes of this Chapter: The proposed change will not be detrimental to the public's interest. There is already multi-family dwelling on the Nelson Road.

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

Add any further information requested on the petition or which may be required by the Common Council to facilitate the making of a comprehensive report to the Council: We are requesting to rezone to (R2) to put up up-scale multifamily housing

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

Owner(s)/Address(es):

Michael Tanner Tanner Excavating
PO Box 790
Atlanta, GA 30320
Phone #: 715-829-0050
Email: Tony@tannerexcavating.com
Signature: 

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Petitioner(s)/Address(es):

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Phone #: _____
Email: _____
Signature: _____

Exhibit A

Legal Description

The following description and reduced copy map identifies the land parcel(s) affected by this Agreement. For a larger scale view of the referenced document, contact the Chippewa County Register of Deeds office.

Project Identifier: Nelson Road Extension Acres: 20.89

Date of Recording: 05/17/2018

Map Produced By: Pete Gartmann of Real Land Surveying

Legal Description: Being part of Lot 8 of Certified Survey Map No.4872, recorded in Volume 22 of certified survey maps pages 321 through 322, being part of the SE 1/4-SE 1/4, SW 1/4-SE 1/4, Section 12, T28N, R9W, City of Chippewa Falls, Chippewa County, Wisconsin.

Survey map of property showing legal boundaries:

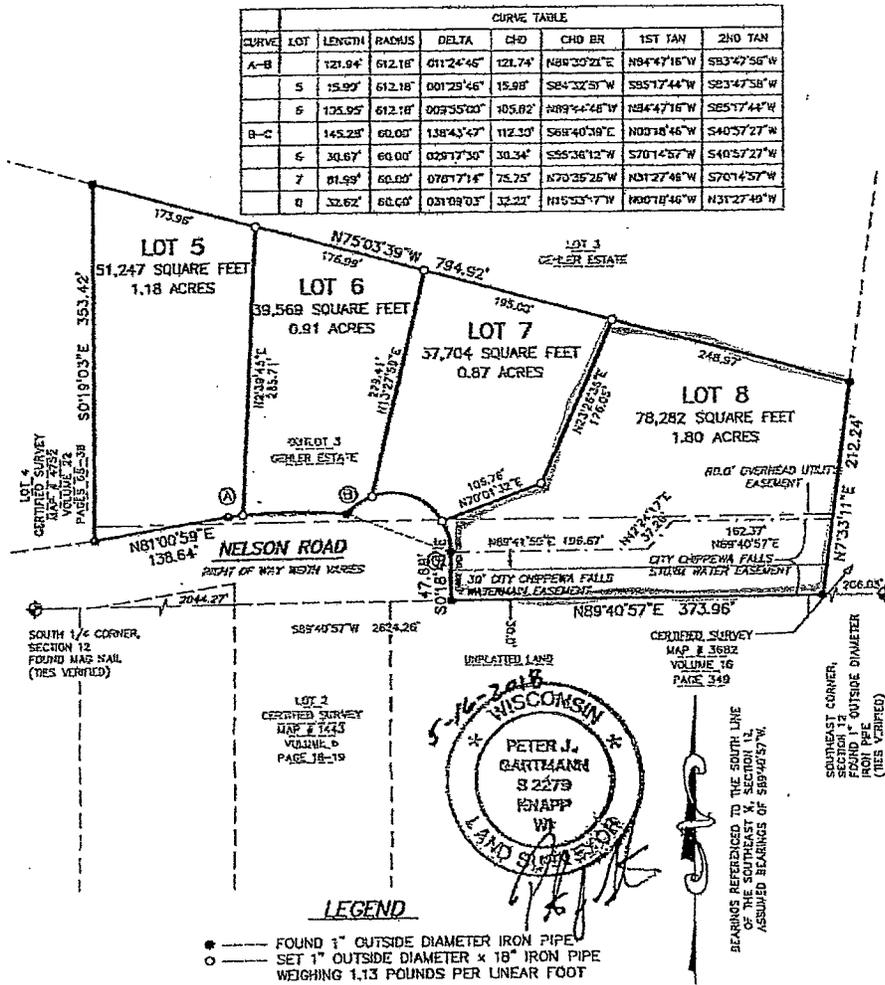
CHIPPEWA COUNTY CERTIFIED SURVEY MAP NUMBER 4872

RECORDED IN VOLUME 22 OF CERTIFIED SURVEY MAPS PAGE 321-322

Margie L. Geissler
REGISTER

LOCATED IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4
SECTION 12, TOWNSHIP 28 NORTH, RANGE 9 WEST,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING PART OF OUTLOT 3 OF GEHLER ESTATE

878176
RECORDED ON
05/17/2018
2:33 PM
MARGE L. GEISSLER
REGISTER OF DEEDS
REC FEE: 30.00
FEE EXEMPT:
CHIPPEWA COUNTY, WI
PAGES: 2



FIELD WORK WAS COMPLETED ON MAY 4, 2018

DATE APPROVED _____
CHIPPEWA COUNTY PLANNING AGENCY
BY _____

REAL LAND SURVEYING
1360 INTERNATIONAL DRIVE
EAU CLAIR, WI 54701
(715) 514-4116
CADD # 18156

SHEET 1 OF 2 SHEETS

PAGE 321

WARRANTY DEED

Document Number

Document Name

COPY

THIS DEED, made between Max O. Gehler, Jr.

(Grantor, whether one or more), and Tanner Excavating Inc.

(Grantee, whether one or more).

Grantor, for a valuable consideration, conveys to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Chippewa County, State of Wisconsin ("Property") (if more space is needed, please attach addendum): Lots 6, 7 and 8 of Certified Survey Map #4872 recorded in Volume 22 of Certified Survey Maps, Pages 321-322 as Document #878176; located in the SE 1/4 of the SE 1/4 of Section 12, Township 28 North, Range 9 West, City of Chippewa Falls, Chippewa County, Wisconsin; being a part of Outlot 3 of Gehler Estate.

Recording Area

Name and Return Address

Tanner Excavating Inc. P.O. Box 296 Altoona, WI 54720

Tax parcel numbers: 22809-1244-74872006 22809-1244-74872007 22809-1244-74872008

Parcel Identification Number (PIN)

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

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered into under them, recorded easements for distribution of utility and municipal services, recorded building and use restrictions and covenants, and general taxes levied in 2018.

Dated September 24, 2018

Signature of Max O. Gehler, Jr. (SEAL)

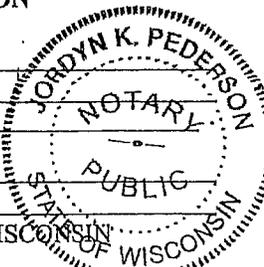
Signature line (SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signature(s)

authenticated on



STATE OF WISCONSIN) ss. Eau Claire COUNTY)

Personally came before me on September 24, 2018, the above-named Max O. Gehler, Jr.

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

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

THIS INSTRUMENT DRAFTED BY:

Signature of Jordyn K. Pederson, Notary Public, State of Wisconsin. My Commission (is permanent) (expires: 3-15-2020)

Michael J. Vinopal Attorney at Law

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

WARRANTY DEED

STATE BAR OF WISCONSIN

FORM No. 1-2003

*Type name below signatures.



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
November 13, 2018

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, November 13, 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: Mayor Hoffman

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Matthew Kelm, Police Lt. Brian Micolichuk, Police Lt. Dave Bebeau, MPO Brian Flug, Police Officer Drew Zehm, Water Supervisor Matt Boos, Library Director Joe Niese, Parks and Recreation Director Dick Hebert, Utility Office Manager Connie Freagon, Todd Prill, and City Clerk Bridget Givens.

Call to Order: 9:00 am

- 1. Discuss Supplemental Letter Agreement and General Engineering Supplement Agreements with S.E.H. for repairs to water tower antenna and upgrades to AT&T antenna. Possible recommendations to the Council.**

Director of Public Works/City Engineer/Utilities Manager Rubenzer reviewed the proposed agreements with S.E.H. for water tower antenna repairs and upgrades to the AT&T antenna. Rubenzer indicated this would be a pass-through cost to utilities.

Motion by Kiefer/Nadreau to recommend Council approve the Supplemental Letter Agreement and General Engineering Supplement Agreements with S.E.H. for repairs to water tower antenna and upgrades to AT&T antenna. All present voting aye, motion carried.

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

Finance Manager/Treasurer Bauer stated they are working on wages and benefits and plan to hold the public hearing on December 4th. A proposed budget spreadsheet was provided which reflected capturing all of the allowable levy, \$431,308, and requested to base the public hearing on that scenario. The Committee agreed with capturing the full levy and to base the public notice on those numbers. The Committee will continue to meet prior to the December 4th public hearing to finalize the budget.

No action taken.

- 3. Adjournment**

Motion by Monarski/Nadreau to adjourn at 9:17 am. All present voting aye, motion carried.

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



Building a Better World
for All of Us[®]

October 10, 2018

RE: City of Chippewa Falls, WI
Kennedy Road Repairs
SEH No. CFCIT 10.00

Mr. Rick Rubenzer, PE
DPW, Utility Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

Thank you for your interest in SEH services related to providing telecommunications services for the City of Chippewa Falls (Landlord). SEH is providing this proposal specific to providing plan review and inspection services related to telecommunication site development and upgrades site development and upgrades at your facilities. Per your request we are sending this attached Letter Agreement for your review and authorization.

Scope

Based on our understanding of these types of projects, SEH will provide the following services:

Telecommunication: Review | Inspection

1. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to ensure that all parties understand the Landlord requirements and coordinate the construction schedule. On site meeting with contractor is acceptable.
2. Perform three (3) scheduled inspections during construction period (welding and paint).
3. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, developing, and distributing a punchlist as applicable.

If the tenant's plan set varies from the expectations above, then the scope can be modified on a per project basis in order to accommodate the level of effort required, with approval from the Landlord.

Schedule

Upon your authorization we can begin this work immediately. Specific to this project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
SEH is 100% employee-owned | sehinc.com | 715.236.4000 | 800.903.6970 | 888.908.8166 fax

Compensation

SEH proposes to provide services related to new site development or equipment upgrades as referenced above on a Lump Sum fee:

Preconstruction Meeting	\$1,100.00
On-site inspections	\$3,600.00
Final Inspection	\$1,200.00
Total	\$5,900.00

Fee charges assume the project has been created by the tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to the City of Chippewa Falls. Landlord encourages tenant to contact SEH for site information and project criteria.

Should circumstances arise that require additional effort on the part of SEH staff, we will request authorization from the Landlord to perform these services at the fees identified above (each occurrence).

SEH will prepare monthly invoices that itemize costs (fees and expenses) for work performed during the billing period.

Summary

This letter proposal represents the entire understanding between the City of Chippewa Falls and SEH with respect to providing services for this project and may only be modified in writing signed by both parties.

We appreciate this opportunity to be of service to the City of Chippewa Falls. Please do not hesitate to contact me directly at 612.325.9995 or dromsos@sehinc.com if you should have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dale Romsos
Project Manager- SEH

hb
Enclosures

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated October 11, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As Needed General Engineering Services.

Client's Authorized Representative: Rick Rubenzer, PE, DPW, Utility Manager
Address: 30 West Central Street
Chippewa Falls, WI 54729
Telephone: 715.726.2736 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Dale Romsos
Address: 1701 West Knapp St, Suite B
Rice Lake, WI 54868
Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant.

General Services – General Services are services of an immediate or minor nature that will be requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, SEH will provide a fee estimate at the time the services are requested.

Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

Payment: The total cost will not exceed \$5,000 unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

r:\admin\agreements\telecom\2018\chippewa falls\chippewa falls-ge suppl agreement.10.11.2018.docx

CITY OF CHIPPEWA FALLS

By: _____ **Date:** _____
Mayor – Honorable Gregory Hoffman

Attest: _____ **Date:** _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ Date: _____
City Attorney

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

Connie Freagon, Utility Office Manager

SHORT ELLIOTT HENDRICKSON INC.

By: Bruce P. Olson
Bruce Olson P.E.
Title: Client Service Manager

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 11, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



Building a Better World
for All of Us[®]

October 10, 2018

RE: City of Chippewa Falls
2018 Telecommunications Projects
SEH No. 145302 10.00

Mr. Rick Rubenzer, PE
DPW, Utility Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

Thank you for your interest in SEH services related to providing telecommunications services for the City of Chippewa Falls (Landlord). SEH is providing this proposal specific to providing plan review and inspection services related to telecommunication site development and upgrades at your facilities. Per your request we are sending this attached Letter Agreement for your review and authorization.

Scope

Based on our understanding of these types of projects, SEH will provide the following services:

Telecommunication: Review | Inspection

1. Review lease amendment, site drawings, antenna information, and specifications. (2 iterations)
 - Consult with the Landlord and tenant representative, providing associated administration to ensure that the planned installation meets the Landlord requirements.
2. Review related structural and associated construction documents, calculations. (Part of Item No.1)
3. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to ensure that all parties understand the Landlord requirements and coordinate the construction schedule.
4. Perform three on-site scheduled inspections during construction period.
5. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, developing, and distributing a punchlist as applicable.
6. Complete a single 360 degree imaging of the final installation. Additional imaging annually or after changes will incur additional costs.

If the tenant's plan set varies from the expectations above, then the scope can be modified on a per project basis in order to accommodate the level of effort required, with approval from the Landlord.

Schedule

Upon your authorization we can begin this work immediately. Specific to this project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
SEH is 100% employee-owned | sehinc.com | 715.236.4000 | 800.903.6970 | 888.908.8166 fax

(7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Compensation

SEH proposes to provide services related to new site development or equipment upgrades as referenced above on an hourly basis plus reimbursable expenses, including reproductions, mileage, and daily vehicle allowance. *SEH estimates the following fee:*

Tenant Drawing Review(s) (2 iterations)	\$2,300.00
Preconstruction Meeting	\$1,100.00
3 On-site inspections	\$3,100.00
Final Inspection	\$1,200.00
<u>360 Virtual Closeout Tour</u>	<u>\$500.00</u>
Total	\$8,200.00
Additional Review Iterations (Per occurrence)	\$650.00
Inspection (Per occurrence)	\$1,200.00

Fee charges assume the project has been created by the tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to the City of Chippewa Falls. Landlord encourages tenant to contact SEH for site information and project criteria.

Should circumstances arise that require additional effort on the part of SEH staff, we will request authorization from the Landlord to perform these services at the fees identified above (each occurrence).

SEH will prepare monthly invoices that itemize costs (fees and expenses) for work performed during the billing period.

Summary

This letter proposal and Supplemental Letter Agreement for Professional Services represent the entire understanding between the City of Chippewa Falls and SEH with respect to providing services for this project and may only be modified in writing signed by both parties. This agreement is valid for work performed during 2018.

We appreciate this opportunity to be of service to the City of Chippewa Falls. Please do not hesitate to contact me directly at 612.325.9995 or dromsos@sehinc.com if you should have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dale Romsos
Project Manager- SEH

hh
Enclosures

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated October 10, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As Needed 2018 Telecom Projects.

Client's Authorized Representative: Rick Rubenzer, PE, DPW, Utility Manager
Address: 30 West Central Street
Chippewa Falls, WI 54729
Telephone: 715.726.2736 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Dale Romsos
Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868-1350
Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant: See attached SEH letter dated October 10, 2018

Schedule: See attached SEH letter dated October 10, 2018

Payment: See attached SEH letter dated October 10, 2018

Client will authorize Consultant to proceed with a telecom project by sending an email from Client's Authorized Representative to Project Manager with tenant drawings and supporting documentation.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

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CITY OF CHIPPEWA FALLS

By: _____ **Date:** _____
Mayor – Honorable Gregory Hoffman

Attest: _____ **Date:** _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ **Date:** _____
City Attorney

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

Connie Freagon, Utility Office Manager

SHORT ELLIOTT HENDRICKSON INC.

By: 
Bruce Olson P.E.
Title: Client Service Manager

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 10, 2018

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Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

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1. Transportation and travel expenses.
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3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, November 13, 2018

1. Call to order by Beth Arneberg at 6:00 p.m.
Roll Call: Members Present: Audrey Stowell, Carmen Muenich, Beth Arneberg, and Rob Kiefer. Absent: Nate Seckora and Heidi Hoekstra.
Staff present: Dick Hebert and Josh Kriesel.
2. Approval of October 9, 2018, Minutes: **Motion by Kiefer/Muenich to approve the October 9, 2018, minutes. Motion passed.**
Dale Berg arrives.
3. Personal Appearances By Citizens. None.
4. Discuss/Consider:
 - a. William Irvine Trust. Jill Herriges and Dean White from Community Foundation of Chippewa County and Heather Hunt from Wiley Law are present to discuss termination of the William Irvine Trust. The balance of the funds has decreased due to how it has to be invested. They propose terminating the trust and invest in a new fund at CFCC consistent with the purposes of the trust. Contributions could be made to the fund as well so that it could grow, which is not possible with the trust. **Motion by Muenich/Berg to terminate William Irvine Trust and create new fund with Community Foundation of Chippewa County. Motion passed.**
 - b. Riverfront Park Improvements, Rules, Policies & Fees. Dick Hebert presented the draft of proposed fees, revised special and major event application and procedures and rules for Chippewa Riverfront. Major events concerns and requirements discussed such as security, safety, fencing, etc. **Motion by Kiefer/Arneberg to approve fees, special event/major event application, Chippewa Riverfront Major Event Procedures and Requirements as presented by Dick and with the understanding these are subject to change. Motion passed.**
 - c. Special Event Applications. Discussed 1st Annual Wonderland Party that will take place after the Christmas parade at Chippewa Riverfront. Dick proposes no fee as it is a community event with insurance requirement. **Motion by Berg/Kiefer to approve special event application of 1st Annual Wonderland Party as presented. Motion passed.**
 - d. Improvements and Repairs to Irvine Park Bandshell. Dick reports that trees have been cut and the gutters cleaned. They will be cleaned from now on twice yearly. It has been recommended that the roof can be repaired by soldering. Then work on the ceiling and the columns can be done thereafter. It was discussed that we should do all of the work at one time rather than piecemeal.
 - e. Erickson Park Project. Site visit is tomorrow.
 - f. Improvements to Welcome Center. No report.

- g. Recreation Report. Josh Kriesel indicates there is nothing to report other than registrations for Run for the Lights are going well.
 - h. Director Report. Dick reports that an individual has expressed a desire to donate a swingset to the playground area at Irvine Park. West Central Regional Planning will be attending the December Park Board Meeting to discuss the next Five Year Outdoor Recreation Plan. Dick reminded everyone that the December Meeting will be held in the Irvine Park Welcome Center.
- 5. Approve Claims. Claims reviewed. **Motion by Muenich/Kiefer to approve claims of \$86,134.40. Motion carried.**
 - 6. Park Board Members' Concerns or Comments.
 - 7. Adjournment. **Motion by Muenich/Kiefer to adjourn at 7:25p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary and
Dick Hebert Parks & Recreation Director

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
October 10, 2018**

1. Call to Order

Meeting was called to order by President Jeff Newton at 5:00 p.m.

2. Roll Call of Members

Members Present: Ambelang, Drehmel, Hoekstra, Jones, King, Newton, Rasmus
Others Present: Director Joe Niese; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda

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

4. Proposal by Diane Bergeron about removing billing fee.

Diane Bergeron talked about removing the billing fee. After discussion and questions the Board asked that Director Niese contact John Thompson about coming to the December Board of Trustees Meeting with a member of his staff to clarify the billing process.

5. Disposition of the minutes of the regular meeting of September 12, 2018.

Motion made by Jones seconded by Rasmus to approve the minutes of the regular meeting of September 12, 2018. All present Voting Aye. Motion carried.

6 Disposition of the vouchers to be paid from the 2018 budget after October 16, 2018.

Motion made by Hoekstra seconded by Drehmel to approve payment of the vouchers to be paid from the 2018 budget after October 10, 2018. Roll call Vote taken. Aye – Ambelang, Drehmel, Hoekstra, Jones, King, Newton, Rasmus. All present Voting Aye. Motion carried.

7. Public appearances by citizens.

None

8. Correspondence

None

9. Management report

Director Niese presented the Management Report. September was a heavy month for programming. Director Niese was very proud of the success of Food for Fines. The good collected was donated to the Legacy Community Center.

10. Committee reports

a) None.

11. Current Business

a) **Employee Handbook**

The updates/changes have been made to the Employee Handbook. The Board has been asked to review the Handbook and at the next Board Meeting bring questions or other corrections before the final approval.

b) **2019 Budget Approval**

The only change from last year's budget was moving \$500 to programming and \$896 to children's materials from the periodicals due to discontinuing the Value Line subscription. Motion made by Drehmel, seconded by Ambelang to approve the 2019 Budget as presented. Roll call Vote taken. Aye – Ambelang, Drehmel, Hoekstra, Jones, King, Newton, Rasmus. All present Voting Aye. Motion carried.

c) 2019 Holiday Closing Calendar

The 2019 Holiday Calendar was presented. Motion made by Ambelang, seconded by Jones to approve the 2019 Holiday Closing Calendar. All Present Voting Aye. Motion carried.

12. Announcements

a) None

13. Items for future consideration.

- a) Employee handbook
- b) Questions for John Thompson

13. Adjournment

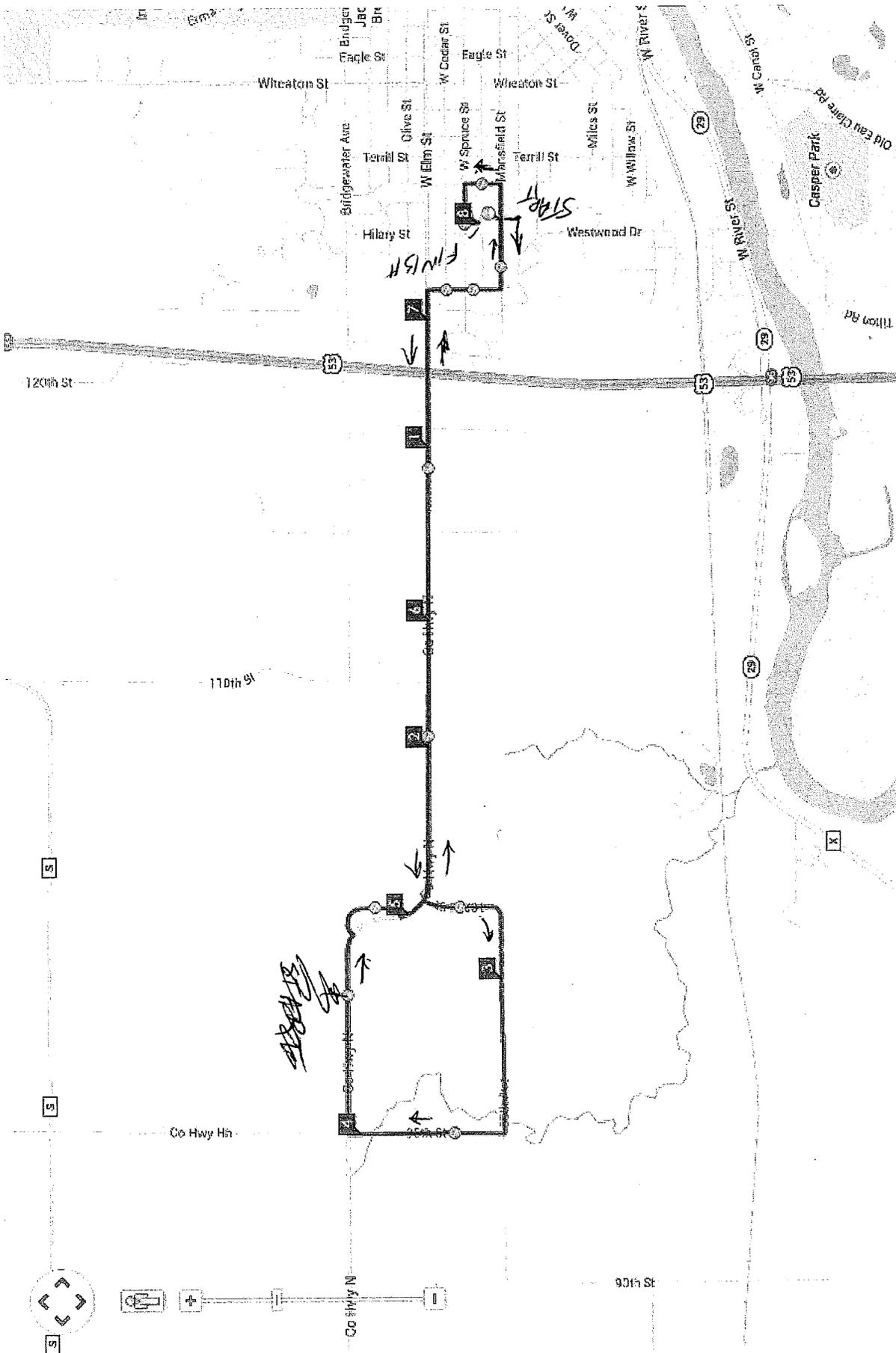
Motion made to adjourn by Rasmus seconded by King. All present Voting Aye. Motion carried.
Meeting adjourned at 5:55 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Warren Kerola, 921 Whispering Pine Dr, Chippewa Falls, WI		Applicant Phone Number: 715-829-0518
<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Indianhead Track Club, David Carothers, President 715- 829-1308	
Name of the event: Frigid 8 and Thermal 3 Run/Walk	Estimated number of persons participating: 200	
Date and start and end times requested for street use: 12-1-2018, 8AM to 1PM. Races start at 10AM and should finish around noon.		
Accurate description of the portion of the street or streets being requested for use (attach maps if necessary): See attached maps.		
Use, described in detail, for which the street use permit is requested: Running races of 3 and 8 miles in length following routes on maps.		
City services requested for the event (e.g., Street Department or Police Department staff time) A police officer at the start of the race during maximum congestion would be helpful.		
The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.		
Signature of Applicant <i>Warren Kerola</i>		Date 10-5-2018
OFFICE USE ONLY		
Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works): <i>None - CPD - we will try to be there at the start - \$5105</i>		
Requirements of Applicant: <i>Pick up any necessary traffic cones/ barricades by 1pm on Friday, November 30th, 2018 at the City Garage located at #5 Brook Riverside Dr. Please return on Monday, Dec 3, 2018 for.</i>		
Approved by: <i>[Signature]</i>	Signature of Director of Public Works <i>[Signature]</i>	
Signature of Chief of Police	Signature of Director of Public Works	
Recommendation of Board of Public Works (if required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Decision of City Council (required):	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied



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Building a Better World
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October 10, 2018

RE: City of Chippewa Falls, WI
Kennedy Road Repairs
SEH No. CFCIT 10.00

Mr. Rick Rubenzer, PE
DPW, Utility Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

Thank you for your interest in SEH services related to providing telecommunications services for the City of Chippewa Falls (Landlord). SEH is providing this proposal specific to providing plan review and inspection services related to telecommunication site development and upgrades site development and upgrades at your facilities. Per your request we are sending this attached Letter Agreement for your review and authorization.

Scope

Based on our understanding of these types of projects, SEH will provide the following services:

Telecommunication: Review / Inspection

1. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to ensure that all parties understand the Landlord requirements and coordinate the construction schedule. On site meeting with contractor is acceptable.
2. Perform three (3) scheduled inspections during construction period (welding and paint).
3. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, developing, and distributing a punchlist as applicable.

If the tenant's plan set varies from the expectations above, then the scope can be modified on a per project basis in order to accommodate the level of effort required, with approval from the Landlord.

Schedule

Upon your authorization we can begin this work immediately. Specific to this project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven (7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
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Mr. Rick Rubenzer, PE
October 10, 2018
Page 2

Compensation

SEH proposes to provide services related to new site development or equipment upgrades as referenced above on a Lump Sum fee:

Preconstruction Meeting	\$1,100.00
On-site inspections	\$3,600.00
Final Inspection	\$1,200.00
Total	\$5,900.00

Fee charges assume the project has been created by the tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to the City of Chippewa Falls. Landlord encourages tenant to contact SEH for site information and project criteria.

Should circumstances arise that require additional effort on the part of SEH staff, we will request authorization from the Landlord to perform these services at the fees identified above (each occurrence).

SEH will prepare monthly invoices that itemize costs (fees and expenses) for work performed during the billing period.

Summary

This letter proposal represents the entire understanding between the City of Chippewa Falls and SEH with respect to providing services for this project and may only be modified in writing signed by both parties.

We appreciate this opportunity to be of service to the City of Chippewa Falls. Please do not hesitate to contact me directly at 612.325.9995 or dromsos@sehinc.com if you should have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dale Romsos
Project Manager- SEH

hb
Enclosures

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated October 11, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As Needed General Engineering Services.

Client's Authorized Representative: Rick Rubenzer, PE, DPW, Utility Manager
Address: 30 West Central Street
Chippewa Falls, WI 54729
Telephone: 715.726.2736 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Dale Romsos
Address: 1701 West Knapp St, Suite B
Rice Lake, WI 54868
Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant.

General Services – General Services are services of an immediate or minor nature that will be requested and authorized by Client via email. Examples of general services that may be requested by Client include:

1. Attending non-project related meetings or other meetings as requested.
2. Attending meetings with staff or Client, as requested.
3. Answering routine engineering-related questions.

When possible, SEH will provide a fee estimate at the time the services are requested.

Client will authorize Consultant to proceed with general engineering services by sending an email from Client's Authorized Representative to Project Manager with details of work required.

Payment: The total cost will not exceed \$⁹⁰⁰5,000 unless otherwise approved by Client. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the General Conditions that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None

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CITY OF CHIPPEWA FALLS

By: _____ **Date:** _____
Mayor – Honorable Gregory Hoffman

Attest: _____ **Date:** _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ Date: _____
City Attorney

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

Connie Freagon, Utility Office Manager

SHORT ELLIOTT HENDRICKSON INC.

By: Bruce P. Olson
Bruce Olson P.E.
Title: Client Service Manager

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 11, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.



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October 10, 2018

RE: City of Chippewa Falls
2018 Telecommunications Projects
SEH No. 145302 10.00

Mr. Rick Rubenzer, PE
DPW, Utility Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Dear Mr. Rubenzer:

Thank you for your interest in SEH services related to providing telecommunications services for the City of Chippewa Falls (Landlord). SEH is providing this proposal specific to providing plan review and inspection services related to telecommunication site development and upgrades at your facilities. Per your request we are sending this attached Letter Agreement for your review and authorization.

Scope

Based on our understanding of these types of projects, SEH will provide the following services:

Telecommunication: Review / Inspection

1. Review lease amendment, site drawings, antenna information, and specifications. (2 iterations)
 - Consult with the Landlord and tenant representative, providing associated administration to ensure that the planned installation meets the Landlord requirements.
2. Review related structural and associated construction documents, calculations. (Part of Item No.1)
3. Conduct a preconstruction meeting with the contractor, subcontractors, and the Landlord prior to the commencement of construction to ensure that all parties understand the Landlord requirements and coordinate the construction schedule.
4. Perform three on-site scheduled inspections during construction period.
5. Perform final inspection of the installation in accordance with the Landlord's approved project plans and pre-construction meeting minutes, developing, and distributing a punchlist as applicable.
6. Complete a single 360 degree imaging of the final installation. Additional imaging annually or after changes will incur additional costs.

If the tenant's plan set varies from the expectations above, then the scope can be modified on a per project basis in order to accommodate the level of effort required, with approval from the Landlord.

Schedule

Upon your authorization we can begin this work immediately. Specific to this project, it would be our intent to complete plan review, review of structural calculations and shop drawing review, as applicable within seven

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1701 West Knapp Street, Suite B, Rice Lake, WI 54868-1350
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(7) business days after receipt and authorization. Final inspection will be performed based on the agreed upon schedule (determined at the preconstruction meeting, with the contractor providing 48 hours' notice).

Compensation

SEH proposes to provide services related to new site development or equipment upgrades as referenced above on an hourly basis plus reimbursable expenses, including reproductions, mileage, and daily vehicle allowance. *SEH estimates the following fee:*

Tenant Drawing Review(s) (2 iterations)	\$2,300.00
Preconstruction Meeting	\$1,100.00
3 On-site inspections	\$3,100.00
Final Inspection	\$1,200.00
<u>360 Virtual Closeout Tour</u>	<u>\$500.00</u>
Total	\$8,200.00
Additional Review Iterations (Per occurrence)	\$650.00
Inspection (Per occurrence)	\$1,200.00

Fee charges assume the project has been created by the tenant with experienced, diligent, and prepared telecommunication professionals prior to request and document transfer to the City of Chippewa Falls. Landlord encourages tenant to contact SEH for site information and project criteria.

Should circumstances arise that require additional effort on the part of SEH staff, we will request authorization from the Landlord to perform these services at the fees identified above (each occurrence).

SEH will prepare monthly invoices that itemize costs (fees and expenses) for work performed during the billing period.

Summary

This letter proposal and Supplemental Letter Agreement for Professional Services represent the entire understanding between the City of Chippewa Falls and SEH with respect to providing services for this project and may only be modified in writing signed by both parties. This agreement is valid for work performed during 2018.

We appreciate this opportunity to be of service to the City of Chippewa Falls. Please do not hesitate to contact me directly at 612.325.9995 or dromsos@sehinc.com if you should have any questions or need additional information.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Dale Romsos
Project Manager- SEH

hh
Enclosures

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated October 10, 2018 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: As Needed 2018 Telecom Projects.

Client's Authorized Representative: Rick Rubenzer, PE, DPW, Utility Manager

Address: 30 West Central Street
Chippewa Falls, WI 54729

Telephone: 715.726.2736 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Dale Romsos

Address: 1701 West Knapp Street, Suite B
Rice Lake, WI 54868-1350

Telephone: 612.325.9995 **email:** dromsos@sehinc.com

Scope: The Basic Services to be provided by Consultant: See attached SEH letter dated October 10, 2018

Schedule: See attached SEH letter dated October 10, 2018

Payment: See attached SEH letter dated October 10, 2018

Client will authorize Consultant to proceed with a telecom project by sending an email from Client's Authorized Representative to Project Manager with tenant drawings and supporting documentation.

The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

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

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CITY OF CHIPPEWA FALLS

By: _____ **Date:** _____
Mayor – Honorable Gregory Hoffman

Attest: _____ **Date:** _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ **Date:** _____
City Attorney

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

Connie Freagon, Utility Office Manager

SHORT ELLIOTT HENDRICKSON INC.

By: Bruce A. Olson

Bruce Olson P.E.

Title: Client Service Manager

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated October 10, 2018

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

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Compensation to Consultant based on the rates is conditioned on completion of the work within the effective period of the rates. Should the time required to complete the work be extended beyond this period, the rates shall be appropriately adjusted.

B. Expenses

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3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization.