

AMENDED NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

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

Will be held on **Monday, June 9, 2014 at 5:30 P.M. in the City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

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

1. Approve the minutes of the May 12, 2014 Board of Public Works meeting. (*Attachment*)
2. Approve the minutes of the May 14, 2014 Board of Public Works meeting. (*Attachment*)
3. Consider Developers Agreement for Willow Creek Phase III. Make recommendation to the Common Council. (*Attachment*)
4. Consider final payment to A-1 Excavating for 2013 Willow Street Project Reconstruction. Make recommendation to the Common Council. (*Attachment*)
5. Consider proposal from Strand Associates for Biosolids dewatering, Influent screening, Biogas reuse and Wastewater Utility Rate Study. Make recommendation to the Common Council. (*Attachment*)
6. Consider 2013 Compliance Maintenance Annual Report. Make recommendation to the Common Council. (*Attachment*)
7. Consider Pay Application #1 to Haas Sons, Inc. for 2014 Main Street Project Reconstruction. Make recommendation to the Common Council. (*Handout*)
8. Consider Pay Application #1 to Haas Sons, Inc. for 2014 Rural Street Project Reconstruction. Make recommendation to the Common Council. (*Handout*)
9. Adjournment

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, June 4, 2014 at 8:30 AM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, MAY 12, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, May 12, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson George Adrian. Absent was Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Council President Bill Hicks, Happy Tails Dog Park President Karen Polzin and Leroy Jansky, representing American Legion Post #77.

1. **Motion** by Bauer, seconded by Adrian to approve the minutes of the April 21, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the Street Use Permit application, (attached), of the American Legion Post #77 for a Flag Day Program on June 14, 2014. Leroy Jansky appeared on behalf of Post #77 and mentioned that Chippewa Falls Park and Recreation had previously delivered and picked up picnic tables and benches for the program at no cost to the Legion. He inquired about if Post #77 could pick up and return tables and benches themselves or seek alternative tables and benches.
Motion by Adrian, seconded by Bauer to approve the Street Use Permit for American Legion Post #77 for a Flag Day Program on June 14, 2014 with the option for Post #77 to pick up and return the tables and benches themselves with no cost from the City or to supply their own seating. **All present voting aye. MOTION CARRIED.**

3. Director of Public Works Rubenzer presented the attached Three Party Design Engineering Services contract between the City of Chippewa Falls, State of WI Department of Transportation and Ayres Associates for the final plans and Plans, Specifications and Estimates package for the Spring Street Bridge Project. DPW Rubenzer apprised the Board that the City had performed a Federal consultant selection process prior to the Alternatives Analysis and Preliminary Design and had chosen Ayres Associates for the project. WIDOT has approved Ayres Associates completing the Final plans and PS&E package.
Motion by Rubenzer, seconded by Adrian to recommend the Common Council approve the Three Party Design Engineering Services contract between the City of Chippewa Falls, State of WIDOT and Ayres Associates for the final plans and Plans, Specifications and Estimates package for the Spring Street Bridge Project in an amount not to exceed \$19,246.02. In addition to authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

4. Karen Polzin, president of Happy Tails Dog Park Board, appeared to update the Board on future plans and to request use of City owned property shown on the attachment. Ms. Polzin stated that a couple Memorial donations had been received and requested using and possibly fencing the open space west of the existing pond/park and north of the existing Dog Park parking area. She inquired about the City's plans for that area. DPW Rubenzer noted that the area had already been platted and that an agreement should be executed should the Dog Park be allowed to use it. Inquiries about sale of lots have been received. Bauer requested specific Dog Park development plans be brought back to the Board of Public Works after Council

Sub-committee had the opportunity to discuss the possible sale of the City owned property being considered. **No action was taken.**

5. The Board considered the disposition of the Bike/Pedestrian path in front of Sunbeam Tavern on Park Avenue. DPW Rubenzer displayed pictures showing the deterioration of the edge of the path and the boulevard area. He stated that bike/pedestrian path clear zones had to be adhered to and that the City typically would not construct parking for a private business. He stated that the problem had existed for many years and wanted to either restore the boulevard with hot mix or top soil and grass. He stated a bollard was a possibility to prevent vehicles driving over the path and curb at the Northeast corner of Peterson Lane and Park Avenue. He said Attorney Ferg had previously opined that parking would not be allowed along Park Avenue but could not locate the opinion. Council President Hicks proposed curb delineation to prevent the said drive overs and restoring the boulevard area. The feasibility of angle parking on the West side of Peterson Lane was discussed. Chad Harshman stated Margo's Sunbeam tried to prevent patrons from parking and driving over the Bike/Path area. He proposed making the East side of Peterson Lane "No Parking" out of respect for residents living there. The Board directed DPW Rubenzer to again seek Attorney Ferg's opinion about parking along Park Avenue. **No action was taken.**

6. DPW Rubenzer presented the attached supplemental letter agreement with SEH for Tenant Install Reviews and Inspections for Antennas on City water towers. DPW Rubenzer stated that the cost of such reviews and inspections would be passed on to the vendors seeking location of their antennas on City towers. He gave past history and practice on the reviews. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council approve the supplemental letter agreement with SEH for Tenant Install Reviews and Inspections for Antennas on City water towers and authorize Mayor Hoffman to execute the agreement. **All present voting aye. MOTION CARRIED.**

7. **Motion** by Adrian, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:19 P.M.


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

**CITY OF CHIPPEWA FALLS
SPECIAL BOARD OF PUBLIC WORKS
MEETING MINUTES
WEDNESDAY, MAY 14, 2014 – 10:15 AM**

The Board of Public Works met in City Hall on Wednesday, May 14, 2014 at 10:15 A.M. Present were Mayor Greg Hoffman, Finance Manager Lynne Bauer and Alderperson George Adrian. Absent were Director of Public Works Rick Rubenzer and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Council President Bill Hicks and Greg Wallace representing Mason Shoe Company.

1. Assistant City Engineer Matt Decur introduced the proposal from Mason Shoe Company for a historical marker at the corner of Grand Avenue and Rushman Drive and the draft resolution for a Street Privilege Permit. The Board discussed property ownership, agreement time frames and cancellation procedures as laid out in the draft resolution. Greg Wallace from Mason Shoe Company stated that the plans shown were concept and final plans were being developed. The question was asked whether Mason Shoe Company would be required to maintain the property and Decur stated that Mason Shoe Company would be responsible for maintenance of any improvements per the resolution and Street Privilege Permit. Adrian suggested Mason Shoe Company consider installing a bike rack in the facility.
Motion by Adrian, seconded by Hoffman to recommend the Common Council approve a resolution granting a Street Privilege Permit to Mason Shoe Company pending review by City Attorney Ferg and Mason Shoe Company. **All present voting aye. MOTION CARRIED.**

2. **Motion** by Adrian, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 10:28 A.M.


Matt Decur, PE
Acting Secretary, Board of Public Works

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this__ day of June, 2014 between City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and Westwood Land Company, LLC, a Wisconsin limited liability company ("Developer").

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

ARTICLE 1 - RECITALS

Section 1.1 Pending Litigation. On April 7, 2014, the City of Chippewa Falls Plan Commission approved Planned Development Conditional Use Permit Resolution #2014-01 to amend Conditional Use Permit Resolutions #2007-03, #2012-03 and #2012-04 for Phase III Development of Willow Creek Subdivision. The actions of the City of Chippewa Falls Plan Commission in approving the said Resolution have been challenged in a Complaint for Certiorari Review filed by Christopher J. Kranich as Chippewa County Case No. 14-CV-171. This action was filed on May 6, 2014. The disposition of this action could take any length of time. The City makes no representations of any kind as to what the outcome of the action will be. Developer acknowledges that it can intervene in that action and needs to seek its own legal advice in regard to what to do and as to the merits of the action and cannot rely upon whatever actions or responses the City deems appropriate and pursues or takes. Since the outcome of any litigation is not predictable, Developer acknowledges and agrees that anything which it does or does not do under this Development Agreement, while the said litigation remains pending or appealable, is done by Developer at its own risk and cost and Developer hereby gives up, waives and renounces any redress against the City in regard thereto, but preserving all rights and remedies not proximately related to or caused by the said litigation.

Section 1.2 Background.

(a) Phase 1. On or about September, 2007, City and Developer did enter into that certain Development Agreement Relating To Willow Creek Neighborhood Development (the "Initial Development Agreement"), pursuant to which Developer did construct and develop certain property in City subsequently platted as Willow Creek, being located in the NE-SW, SE-SW, SW-SE, and NW-SE, Section 36, Township 29 North, Range 9 West (which development is referred to as Phase 1). The plat for Phase 1 was recorded in the office of the Register of Deeds for Chippewa County, Wisconsin, on January 23rd, 2008 in Volume 7 of Plats, page 191, as document number 747494.

(b) Phase 2. On or about August, 2012, City and Developer did enter into that certain Development Agreement Relating To Willow Creek Phase II Neighborhood Development (the "Phase II Development Agreement"), pursuant to which Developer did construct and develop certain property in City subsequently platted as Willow Creek Phase II, being located in the NE-SW, SE-SW, SW-SE, and NW-SE, Section 36, Township 29 North, Range 9 West (which development is referred to as Phase 2). The plat for Phase 2 was recorded in the office of the Register of Deeds for Chippewa County, Wisconsin, on October 26th, 2012 in Volume 8 of Plats, page 204, as document number 814644.

(c) Phase 3. Developer now desires to develop and construct the third phase of the Willow Creek Neighborhood Development (the "Development") and plat the same as

Willow Creek 3, to consist of Lots numbered 64 – 72 & Lots numbered 73-102, as set forth on the draft preliminary plat attached hereto as Exhibit “A” (“Willow Creek Phase 3”).

Section 1.3 The Property. Developer now owns the property described in the attached Exhibit "B" comprising 6.82 acres of non-developed land and 3.23 acres of pre-developed land, located in City of Chippewa Falls, Chippewa County, Wisconsin (the “Property”). The Property will be platted as and after platting will be known as the Plat of Willow Creek 3. Developer has proposed to subdivide the Property and to construct thereon nine (9) single unit residential buildings and fifteen (15) two-unit residential buildings.

Section 1.4 Public Improvements. Developer has requested that Developer, at its expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve Willow Creek Phase 3 (the "Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "C". City is willing to allow Developer to construct and install the Public Improvements, only if the conditions set forth in this Agreement are satisfied.

Section 1.5 Public Improvements; Plans, Specifications. City agrees to authorize its City Engineer, Richard J. Rubenzer, P.E., to review and approve the plans and specifications prepared by Developer for the Public Improvements (the “Plans and Specifications”). All street, storm, sanitary and water infrastructure will conform to City’s Standard Construction Specifications. Approval of the Plans and Specifications for the Public Improvements is a condition of this Agreement.

Section 1.6 Public Improvements, Warranty. Developer agrees that the Public Improvements will be constructed in a workmanlike manner; that all materials and labor for the Public Improvements will be in strict conformity to the Plans and Specifications and any other requirements reasonably set forth by City. All work done pursuant to this Agreement is subject to the inspection and approval of the City Engineer, who will have the authority to suspend or stop work on the Public Improvements if any condition of this Agreement is breached or any law or administrative rule is violated and such breach or violation is not cured or remedied to the satisfaction of the City Engineer promptly after the City Engineer provides written notice of same to Developer.

If any material or labor that is supplied for the Public Improvements is rejected by the City Engineer as defective or unsuitable, then the rejected materials must be removed and replaced with approved material, and the rejected labor will be redone to the reasonable satisfaction and approval of the City Engineer at the sole cost and expense of Developer. This warranty will extend for one year beyond the final acceptance of the Public Improvements by City. City agrees that acceptance of the Public Improvements will not be unreasonably delayed or withheld.

Developer acknowledges and agrees that the Public Improvement work described herein is subject to Wisconsin Prevailing Wage Rates and Hours of Labor laws. Developer will not undertake any work until the City Engineer is satisfied that Wisconsin Prevailing Wage Rates and Hours of Labor laws are being complied with and that Developer will continue to comply with said laws at all times while this Agreement is in effect.

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

Developer represents to City that as of the date of this Agreement, the statements set forth in this section are true.

Section 2.1 No Disability. Developer knows of no legal disability that would prevent it from carrying out this Agreement, except for developments in the aforementioned Chippewa County Case No 14-CV-171.

Section 2.2 Execution No Violation. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract agreement or instrument to which Developer is a party.

Section 2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement, except for developments in the aforementioned Chippewa County Case No 14-CV-171.

Section 2.4 Compliance. Developer will comply with and promptly perform all of its obligations under this Agreement and all related documents and instruments.

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

Developer will install the Public Improvements in accordance with the provisions in this section.

Section 3.1 Final Plat Approval. Provided that Developer is not in default of this Agreement, City will approve the final plat of Willow Creek Phase 3 in advance of acceptance of the Public Improvements within that plat.

Section 3.2 Contracts for Work. Any contract awarded by Developer for work on the Public Improvements must contain the following provisions:

(a) Failure to Perform. Developer may, by written notice to the contractor, immediately terminate the contract in any of the following circumstances:

(1) Failure to make satisfactory progress toward completion of the work subject to the contract after contractor has been given three (3) notices by Developer and contractor has failed in each case to commence making satisfactory progress toward completion of the work within seventy two (72) hours of such notice.

(2) Failure to comply with the Plans and Specifications or to correct deficiencies after contractor has been given three (3) notices by Developer and contractor has failed in each case to meet the Plans and Specifications or correct deficiencies within seventy two (72) hours of such notice.

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developers will be deemed to have no right, title or

interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on the Public Improvements, Developer shall provide to City a performance bond or irrevocable letter of credit, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of the Public Improvements. The performance bond is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. The performance bond will be maintained continuously by Developer until final acceptance of the Public Improvements by City. The performance bond shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

The performance bond will provide that City may draw upon it for the full face amount of the cost of curing any default of Developer hereunder after City has provided written notice to Developer describing the default and Developer has not cured such default within ten (10) days of receipt of such notice.

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

ARTICLE 5 - DEVELOPER'S RESPONSIBILITY

Section 5.1 Easements. Developer will execute and deliver to City upon request and without charge, permanent easements for the location, construction, installation and operation of the Public Improvements on the Property as designated in the Plans and Specifications or will execute and deliver to City upon request and without charge, a deed or deeds for the portions of the Property on which the Public Improvements are located, which easements and deeds shall be in form and content satisfactory to City.

Section 5.2 Inspection. Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control of the Public Improvements, to the extent the construction work meets the approved City standards, and shall provide construction staking for private site grading improvements and contract management. City may, at City's discretion and at Developer's expense, have one or more City representatives and a soil engineer observe the work on a full or part-time basis.

Developer shall pay City for engineering and construction observation of the Public Improvements performed by the City Engineer. Such engineering will include monitoring of construction, consultation with Developer and its engineer on status or problems regarding the work, coordination for final inspection and acceptance, project monitoring during the warranty

period, and processing of request for reduction in security. Construction observation performed by the City Engineer shall include part or full time observation of the Public Improvements.

Section 5.3 Engineering Data. Developer, through its engineer, must provide all staking, surveying and other information required by the City Engineer, to assist the City Engineer in carrying out the City Engineer's duties under this Agreement in order to insure that the Public Improvements conform to the Plans and Specifications.

Section 5.4 Erosion Control Measures During Construction. Developer and Developer's contractors shall comply with Chapter 30 (Construction Site Erosion Control) of City of Chippewa Falls Code of Ordinances in regard to construction of the Public Improvements.

Section 5.5 City Regulations. Developer acknowledges that the Property is subject to regulation by City and that a default under applicable City ordinances or a failure to meet or perform any condition of approval of any permit applicable to the Public Improvements shall be a default hereunder. The following conditions must be fulfilled to the satisfaction of the City Planner and the City Engineer before construction of the Public Improvements begins. The strict requirement of any condition may be waived by the Common Council of the City if adequate assurances of compliance are provided by Developer.

(a) A Storm Water Management Plan for the Development shall be submitted and approved. The City Engineering Department reserves the right to take up to one (1) month for initial review of the Storm Water Management Plan. All required parts of the Storm Water Management Plan shall be in place, as determined by the City Engineer, before building permits for the Development are issued.

(b) The Development shall be constructed according to any applicable Conditional Use Permit and all conditions imposed upon final plat approval.

(c) City shall review and approve a grading plan, utilities plan, sidewalk and trail plan, driveway plan and phase plan for the Development.

(d) Developer shall obtain all required permits from City of Chippewa Falls, Chippewa County, the State of Wisconsin, and the United States for the Development.

Section 5.6 Damage to City or County Facilities. Developer will be responsible for any damage caused to any City or Chippewa County facilities or improvements including roads, storm water systems, sewer and water facilities whether done by Developer, its contractors, agents or employees and for any repair or clean up costs or expenses incurred by City or Chippewa County in taking remedial action as a result of such damage.

ARTICLE 6 - INSURANCE

Section 6.1 Insurance. Developer and its contractors will provide and maintain or cause to be maintained at all times during the process of constructing the Public Improvements and, from time to time at the request of City, furnish City with proof of payment of premiums on:

(a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used), and will be endorsed to show City as an additional insured to the extent of its interest.

(b) Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles involved in work on the Public Improvements, in the minimum amount for each occurrence of \$1,000,000, and will be endorsed to show City as an additional insured to the extent of its interest.

(c) Worker's Compensation insurance respecting all employees in amounts not less than the minimum required by statute.

ARTICLE 7 - INDEMNIFICATION.

Section 7.1 Indemnification. Developer agrees to defend and hold City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by Developer, its employees and agents, in connection with the Public Improvements.

Section 7.2 Enforcement by City; Damages. Developer acknowledges the right of City to enforce the terms of this Agreement against Developer, by action for specific performance or damages, or both, or by any other legally authorized means. Developer acknowledges that its failure to perform any or all of its obligations under this Agreement may result in substantial damages to City; that in the event of default hereunder by Developer, City may commence legal action to recover all damages, losses and expenses sustained by City; and that the expenses may include, but are not limited to, the reasonable fees of legal counsel employed with respect to the enforcement of this Agreement.

ARTICLE 8 - Events of Default.

The following will be "Events of Default" under this Agreement and the term "Event of Default, will mean, whenever it is used in this Agreement, any one or more of the following events:

(a) Failure of Developer to commence or complete construction of the Public Improvements pursuant to the terms, conditions, and limitations of this Agreement after City has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

(b) Failure of Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement after City has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

Section 8.2 Remedies on Default. Whenever any "Event of Default" occurs, City may take any one or more of the following actions:

(a) Suspend work on the Public Improvement until it receives assurances from Developer, deemed adequate by City, that Developer will cure its default and continue its performance under this Agreement.

(b) Take action, including legal or administrative action, as is necessary for City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer or under the performance bond described in §4.02.

(c) Undertake to complete the Public Improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.02 for the full amount of the estimated work.

ARTICLE 9 - ADMINISTRATIVE PROVISIONS

Section 9.1 Notices. All Notices, certificates or other communications required to be given to City and Developers must be sufficiently given and will be deemed given when delivered, or when deposited in the United States mail in certified form with postage fully prepaid and addressed with return receipt requested, as follows:

If to City: Richard J. Rubenzer,
Director of Public Works/City Engineer
30 West Central Street
Chippewa Falls, WI 54729

If to Developer: Westwood Land Company, LLC
c/o James G. Rooney
13167 County Highway OO
Chippewa Falls, WI 54729-7313

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

ARTICLE 10 - ADDITIONAL PROVISIONS

Section 10.1 Titles of Sections. Any titles of the several parts of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 10.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which will constitute one and the same instrument.

Section 10.3 Modification. If Developer is requested by the holder of a mortgage on the Property or by a prospective holder of a prospective mortgage on the Property to amend or supplement this Agreement in any manner whatsoever, City will, in good faith, consider the request, provided that the request is consistent with the terms and conditions of this Agreement.

Section 10.4 Law Governing. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 10.5 Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, holding will not validate or render unenforceable any other provisions.

Section 10.6 Assignment. Developer may not assign this Agreement without prior written consent of City, which consent shall not be unreasonably withheld or delayed.

Section 10.7 Recording. This Agreement, or a memorandum thereof executed by the parties, may be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin, and will be enforceable against all owners of the Property and their successors and assigns.

ARTICLE 11 - TERMINATION OF AGREEMENT

Section 11.1 Termination. This Agreement will terminate at the time all of Developer's obligations hereunder have been fulfilled and when the cost of the Public Improvements have been paid in full and any default of Developer has been cured, or one (1) year after acceptance of the Public Improvements by City, whichever occurs later. Upon request of Developer, City shall promptly provide Developer with a certificate in recordable form that shall serve as evidence that Developer has completed its obligations hereunder.

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

In Presence Of:

CITY OF CHIPPEWA FALLS

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

DEVELOPER

Westwood Land Company, LLC

By: _____
James G. Rooney, Managing Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this ___ day of June, 2014, the above-named _____ and _____, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capacities.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

* _____
Notary Public
State of Wisconsin
My Commission expires _____

STATE OF WISCONSIN)
) ss:
_____ COUNTY)

Personally came before me this ___ day of June, 2014, the above-named James G. Rooney, who to be stated that he is the Managing Member of Westwood Land Company, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument in such capacity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

* _____
Notary Public
State of Wisconsin
My Commission expires _____

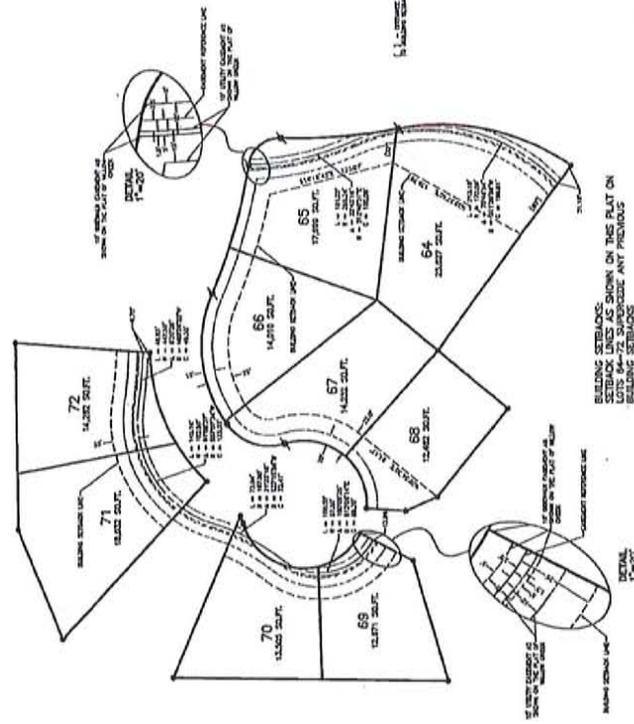
List of Exhibits

- Exhibit A Draft of Preliminary Plat
- Exhibit B Legal Description of the Property
- Exhibit C Description of the Public Improvements and Estimates of Costs

Exhibit A
Draft of Preliminary Plat



NEEDS BE REPRODUCED BY THE ENGINEER OR ARCHITECT.



BUILDING SETBACKS:
SETBACK LINES AS SHOWN ON THIS PLAT ON THE BASIS OF THE FOLLOWING: ANY BUILDING SETBACKS.

UTILITY EASEMENT AND SETBACKS:
AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY WESTWOOD LAND COMPANY LLC, GRANTORS TO AXEL ENERGY COMPANY, GRANTEE ATTY, A WISCONSIN CORPORATION, GRANTEE GRANTEE COMMUNICATIONS, GRANTEE.

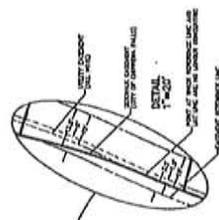
THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, MAINTAIN AND REPLACE FROM TIME TO TIME TELEPHONE AND CABLE TV AND INTERNET FACILITIES FOR SUCH PURPOSES AS THE SAME AS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS AND UPON THE PROPERTY SHOWN WITHIN THESE AREAS ON THE PLAT DESIGNATED AS 'UTILITY EASEMENT' TOGETHER WITH ANY IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS, ALSO THE RIGHT TO TIE IN OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GRANTED, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY OF ALL SUCH PURPOSES, NO GRANTING AGREES TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEE OR THEIR AGENTS, THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SUCH FACILITIES. THE GRANTEE HEREBY GRANTS, TO THE GRANTEE, ALL RIGHTS AND INTERESTS IN ANY AND ALL RIGHTS OR OVER THE PROPERTY WITHIN THE LINES MARKED 'UTILITY EASEMENT' WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEE, AFTER THE GRANTEE HAS BEEN ADVISED BY THE GRANTEE OF THE EXISTENCE OF SUCH FACILITIES. THE GRANTEE'S PROPERTY SHALL NOT BE ALIENED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEE AND THE CITY OF ALTON.

THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

RECORDED BY PLAT 100 IN BOOK 200 OF THE REGISTRY.

IN WISCONSIN, I, CLARENCE J. HANCOCK, COUNTY CLERK OF THE COUNTY OF CHESTER, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS 15TH DAY OF FEBRUARY, 2010, AT 10:00 A.M. AND THAT THE SAME IS CORRECTLY AND TRULY A TRUE AND CORRECT COPY OF THE ORIGINAL AS APPROVED AND CORRECTED BY THE CITY OF CHESTER FALLS.

IN WISCONSIN, I, CLARENCE J. HANCOCK, COUNTY CLERK OF THE COUNTY OF CHESTER, DO HEREBY CERTIFY THAT THE FOREGOING PLAT WAS FILED FOR RECORD IN MY OFFICE ON THIS 15TH DAY OF FEBRUARY, 2010, AT 10:00 A.M. AND THAT THE SAME IS CORRECTLY AND TRULY A TRUE AND CORRECT COPY OF THE ORIGINAL AS APPROVED AND CORRECTED BY THE CITY OF CHESTER FALLS.



This map is identical to that which was recorded in the City of Chester Falls, Wisconsin, on 2/15/2010, at 10:00 A.M. and is provided by a 226.12, Wis. Stat. Certified _____ 20
Department of Administration



EASEMENT AND SETBACK DETAIL

SCALE: 1" = 60'

WILLOW CREEK III
IN THE NECK OF THE SW/4 SECTION 36, T28N, R9W, OF THE SE/4 AND THE SW/4 OF THE SE/4 SECTION 36, T28N, R9W, CITY OF CHESTER FALLS, CHESTER COUNTY, WISCONSIN. PLAT 100 OF CITY TRS AND CITY 20-10, REG. DECK SHEET 3 OF 3

Exhibit B
Legal Description of the Property

LOCATED IN THE NE¼ OF THE SW¼, THE SE¼ OF THE SW¼, THE SW¼ OF THE SE¼ AND THE NW¼ OF THE SE¼, SECTION 36, T29N, R9W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN BEING LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 22, 23 AND 24, WILLOW CREEK AND A PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 36;
- THENCE N.89°30'43"E., ALONG THE SOUTH LINE OF SAID SW¼ OF THE SE¼, 987.50 FEET;
- THENCE N.00°51'35"E. 758.25 FEET TO THE NORTHEAST CORNER OF WILLOW CREEK II AND THE POINT OF BEGINNING;
- THENCE S.89°35'55"W., ALONG THE NORTHEASTERLY LINE OF SAID WILLOW CREEK II, A DISTANCE OF 7.79 FEET;
- THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHEASTERLY, THE LONG CHORD WHICH BEARS N.57°17'16"W. 136.57 FEET AND HAVING A RADIUS OF 125.00 FEET;
- THENCE NORTHWESTERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, THE LONG CHORD WHICH BEARS N.34°13'25"W. 95.97 FEET AND HAVING A RADIUS OF 275.00 FEET;
- THENCE NORTHERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE EASTERLY, THE LONG CHORD WHICH BEARS N.05°43'59"W. 37.38 FEET AND HAVING A RADIUS OF 30.00 FEET;
- THENCE NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, THE LONG CHORD WHICH BEARS N.29°45'39"E. 26.03 FEET AND HAVING A RADIUS OF 245.00 FEET;
- THENCE N.63°17'05"W., ALONG SAID NORTHEASTERLY LINE, 170.00 FEET;
- THENCE NORTHERLY, ALONG SAID NORTHEASTERLY LINE AND ALONG THE ARC OF A CURVE CONCAVE WESTERLY, THE LONG CHORD WHICH BEARS N.00°28'19"W. 68.53 FEET AND HAVING A RADIUS OF 75.00 FEET;
- THENCE N.27°39'33"W., ALONG SAID NORTHEASTERLY LINE, 173.32 FEET;
- THENCE N.01°20'27"E., ALONG SAID NORTHEASTERLY LINE, 120.81 FEET;
- THENCE N.18°36'08"E. 54.54 FEET;
- THENCE N.38°00'00"E. 108.70 FEET;
- THENCE N.17°46'35"W. 95.58 FEET;
- THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, THE LONG CHORD WHICH BEARS N.50°22'48"E. 63.15 FEET AND HAVING A RADIUS OF 530.00 FEET;
- THENCE N.43°02'07"W. 60.00 FEET;
- THENCE NORTHEASTERLY, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY, THE LONG CHORD WHICH BEARS N.41°19'42"E. 92.32 FEET AND HAVING A RADIUS OF 470.00 FEET;
- THENCE S.54°18'28"E. 60.00 FEET;
- THENCE SOUTHERLY, ALONG THE ARC OF A CURVE CONCAVE EASTERLY, THE LONG CHORD WHICH BEARS S.14°42'31"W. 21.49 FEET AND HAVING A RADIUS OF 30.00 FEET;
- THENCE N.82°00'00"E. 247.28 FEET TO A POINT ON THE WEST LINE OF CERTIFIED SURVEY MAP NO. 1134 RECORDED IN VOLUME 4, PAGE 210;
- THENCE S.00°47'49"W. 437.20 FEET TO THE NORTHWEST CORNER OF THE FIRST ADDITION TO NORTHVIEW ESTATES;
- THENCE S.00°51'35"W. 555.51 FEET TO THE POINT OF BEGINNING

Exhibit C

Description of the Public Improvements and Estimates of Costs

This project involves the construction of approximately 940 LF of new City streets for the development of 30 duplex/twinhome lots. City sanitary sewer, watermain, and storm sewer will be installed/extended with this project. There is an existing stormwater facility that has been sized for this phase of the project.

WILLOW CREEK-PHASE III					
NO	ITEM	UNITS	QUANT.	PRICE	TOTAL PRICE
STREET					
1	CRUSHED AGGREGATE BASE (8")	CY	750	\$19.50	\$14,625.00
2	ASPHALTIC BINDER COURSE (1.5")	SY	2650	\$5.50	\$14,575.00
3	ASPHALTIC SURFACE COURSE (1.5")	SY	2650	\$5.50	\$14,575.00
4	ADJUST INLET/MANHOLE CASTINGS	EA	12	\$100.00	\$1,200.00
5	CONCRETE CURB & GUTTER, 30" BARRIER	LF	1640	\$8.00	\$13,120.00
6	5' CONCRETE SIDEWALK (4")	SF	4500	\$3.00	\$13,500.00
7	ADJUST WATER VALVES	EA	3	\$100.00	\$300.00
8	ADA TRUNCATED DOMES	EA	2	\$300.00	\$600.00
SUBTOTAL					\$72,495.00
SANITARY					
1	CONNECT TO EXISTING PIPE	EA	1	\$1,000.00	\$1,000.00
2	48" PRECAST CONCRETE MANHOLE	VF	70	\$200.00	\$14,000.00
3	CASTINGS	EA	5	\$400.00	\$2,000.00
4	8" SANITARY SEWER	LF	915	\$20.00	\$18,300.00
5	8"X4" WYES	EA	30	\$90.00	\$2,700.00
6	4" SANITARY SERVICE	LF	1350	\$14.00	\$18,900.00
SUBTOTAL					\$56,900.00
WATERMAIN					
1	CONNECT TO EXISTING PIPE	EA	1	\$750.00	\$750.00
2	HYDRANT ASS'Y (HYDRANT, VALVE, LEAD & TEE)	EA	2	\$4,500.00	\$9,000.00
3	ADJUST/RELOCATE HYDRANT	EA	1	\$1,000.00	\$1,000.00
4	8-INCH PVC (C-900)	LF	920	\$30.00	\$27,600.00
5	TAP AND CORPORATION STOP, 1 INCH	EA	30	\$100.00	\$3,000.00
6	CURB STOP AND BOX, 1 INCH	EA	30	\$110.00	\$3,300.00
7	WATER SERVICE, 1 COPPER	LF	1350	\$20.00	\$27,000.00
SUBTOTAL					\$71,650.00
STORM SEWER					
1	12" HDPP	LF	240	\$26.00	\$6,240.00
2	15" HDPP	LF	450	\$28.00	\$12,600.00
3	15" APRON END WALL	EA	2	\$800.00	\$1,600.00
4	CACH BASIN (2'X3' BOX)	EA	6	\$750.00	\$4,500.00
5	INLET CASTINGS (CURB INLET)	EA	6	\$425.00	\$2,550.00
6	48" PRECAST CONCRETE MANHOLE	VF	10	\$200.00	\$2,000.00
7	MANHOLE CASTINGS	EA	2	\$400.00	\$800.00
SUBTOTAL					\$30,290.00
TOTAL OPINION OF PROBABLE COSTS					\$231,335.00

Contractor's Application for Payment No.		4-Final
Application Period:	10/09/13 - 04/03/14	Application Date: 4/3/2014
To:	City of Chippewa Falls	Contractor Address: Po Box 90, Bloomer, WI 54724
Project:	Willow Street - Street and Utility Improv.	Contract: Chippewa Falls Engineering Department
Owner's Contract No.:	N/A	Contractor's Project No.: 1318

**Application For Payment
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	E-1	\$7,008.75	
	E-2	\$779.00	
	E-3	\$2,016.00	
	E-4	\$275.00	
	E-5	\$275.00	
	E-6	\$420.00	
	E-7		-\$1,898.10
TOTALS		\$10,773.75	-\$1,898.10
Net Change By Change Orders			\$8,875.65

AFP #1 \$163,148.01 AFP #4
 AFP #2 \$230,591.41 AFP #5
 AFP #3 AFP #6

1. ORIGINAL CONTRACT PRICE..... \$ 467,174.35
2. Net change by Change Orders..... \$ 8,875.65
3. Current Contract Price (Line 1 ± 2)..... \$ 476,050.00
4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... \$ 481,960.03
5. RETAINAGE:
 - a. 0% X \$0.00
 - b. 5% X \$0.00
 - c. Total Retainage (Line 5a + Line 5b)..... \$ 0.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 481,960.03
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 476,960.03
8. AMOUNT DUE THIS APPLICATION..... \$ 5,000.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:  Date: 4-3-14

Payment of: \$ 5,000.00
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Mid Chippewa Falls Engineering Department (Date) 06.02.2014

Payment of: \$ 5,000.00
 (Line 8 or other - attach explanation of the other amount)

Approved by: _____ City of Chippewa Falls (Date) _____

Progress Estimate

Contractor's Application

For (contract):		Willow Street - Street and Utility Improvement Project										Application Number: 4-Final	
Application Period:		10/09/13 - 04/03/14										Application Date: 4/3/2014	
A		F											
Bid Item No.	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	C	D	E	F	Balance to Finish (B - F)			
						Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B			
204.003	Removing Concrete Sidewalks	SF	10313	\$0.35	\$3,609.55	10313	\$3,609.55		\$3,609.55	100.0%	\$0.00		
204.004	Removing Driveways	SF	6457	\$0.40	\$2,582.80	6457	\$2,582.80		\$2,582.80	100.0%	\$0.00		
204.005	Removing Curb and Gutter	LF	3213	\$1.25	\$4,016.25	3213	\$4,016.25		\$4,016.25	100.0%	\$0.00		
256.001	Sanitary Sewer Main 8-Inch	LF	1312	\$25.50	\$33,456.00	1154	\$29,427.00		\$29,427.00	88.0%	\$4,029.00		
256.004	Sanitary Sewer Main, 15-Inch	LF	20	\$38.00	\$760.00	46	\$1,748.00		\$1,748.00	230.0%	-\$988.00		
256.009	Sanitary Sewer Main, 21-Inch	LF	10	\$60.00	\$600.00	8	\$480.00		\$480.00	80.0%	\$120.00		
256.01	Sanitary Sewer Main, 24-Inch	LF	10	\$68.00	\$680.00	19	\$1,292.00		\$1,292.00	190.0%	-\$612.00		
256.006	Sanitary Sewer Service Pipe & Riser 4-6-Inch	LF	594	\$16.00	\$9,504.00	578	\$9,248.00		\$9,248.00	97.3%	\$256.00		
256.020	Sanitary Manhole Type M	VF	82.13	\$200.00	\$16,426.00	84.59	\$16,918.00		\$16,918.00	103.0%	-\$492.00		
256.03	Manhole Covers Type I (Sanitary)	Each	9	\$410.00	\$3,690.00	9	\$3,690.00		\$3,690.00	100.0%	\$0.00		
256.033	Connect to Existing Sanitary Sewer	Each	7	\$800.00	\$5,600.00	7	\$5,600.00		\$5,600.00	100.0%	\$0.00		
256.030	Sanitary Wye 8"x4", 8"x6"	Each	17	\$85.00	\$1,445.00	21	\$1,785.00		\$1,785.00	123.5%	-\$340.00		
256.080	Maintain Sanitary Sewer Flow	Project	1	\$800.00	\$800.00	1	\$800.00		\$800.00	100.0%	\$0.00		
256.081	Reconnect Existing Sanitary Service	Each	17	\$70.00	\$1,190.00	16	\$1,120.00		\$1,120.00	94.1%	\$70.00		
256.090	Removing Manholes (Sanitary)	Each	6	\$300.00	\$1,800.00	7	\$2,100.00		\$2,100.00	116.7%	-\$300.00		
257.001	Water Main 6-Inch	LF	5	\$29.00	\$145.00	9	\$261.00		\$261.00	180.0%	-\$116.00		
257.014	Water Main 12-Inch	LF	682	\$36.00	\$24,552.00	669	\$24,084.00		\$24,084.00	98.1%	\$468.00		
257.004	Water Main 4-Inch	LF	10	\$33.00	\$330.00	5	\$165.00		\$165.00	50.0%	\$165.00		
257.009	Water Service Pipe 1-Inch	LF	241	\$14.50	\$3,494.50	275	\$3,987.50		\$3,987.50	114.1%	-\$493.00		
257.013	Hydrant Lead DI, 6-Inch	LF	21.5	\$39.00	\$838.50	18	\$702.00		\$702.00	83.7%	\$136.50		
257.030	Corporation Stop 1-Inch	Each	7	\$180.00	\$1,260.00	7	\$1,260.00		\$1,260.00	100.0%	\$0.00		
257.034	Curb Stop & Box 1-Inch	Each	7	\$160.00	\$1,120.00	7	\$1,120.00		\$1,120.00	100.0%	\$0.00		
257.050	Connect to Existing Water Main	Each	7	\$800.00	\$5,600.00	8	\$6,400.00		\$6,400.00	114.3%	-\$800.00		
257.060	Gate Valve & Box 6-Inch	Each	2	\$1,025.00	\$2,050.00	3	\$3,075.00		\$3,075.00	150.0%	-\$1,025.00		
257.063	Gate Valve & Box 12-Inch	Each	3	\$2,500.00	\$7,500.00	3	\$7,500.00		\$7,500.00	100.0%	\$0.00		
257.080	Fire Hydrant	Each	2	\$3,025.00	\$6,050.00	2	\$6,050.00		\$6,050.00	100.0%	\$0.00		
257.082	Water Main Fittings	LB	1414	\$6.00	\$8,484.00	701	\$4,206.00		\$4,206.00	49.6%	\$4,278.00		
257.083	Insulation, 2-Inch	SF	224	\$1.50	\$336.00	512	\$768.00		\$768.00	228.6%	-\$432.00		
257.084	Reconnect Existing Water Service	Each	7	\$70.00	\$490.00	8	\$560.00		\$560.00	114.3%	-\$70.00		
257.100	Adjusting Gate Valve Box	Each	4	\$60.00	\$240.00	4	\$240.00		\$240.00	100.0%	\$0.00		
257.102	Abandon Water Main	Each	2	\$500.00	\$1,000.00	0	\$0.00		\$0.00		\$1,000.00		
257.109	Removing Fire Hydrant	Each	2	\$200.00	\$400.00	2	\$400.00		\$400.00	100.0%	\$0.00		
257.200	Tracer Wire Access Box	Each	18	\$80.00	\$1,440.00	28	\$2,240.00		\$2,240.00	155.6%	-\$800.00		
258.001	Storm Sewer 12-Inch	LF	746	\$20.50	\$15,293.00	630.5	\$12,925.25		\$12,925.25	84.5%	\$2,367.75		
258.014	Storm Sewer 6-Inch	LF	10	\$29.00	\$290.00	0	\$0.00		\$0.00		\$290.00		
258.030	Connect to Existing Storm Sewer	Each	15	\$24.00	\$360.00	15	\$360.00		\$360.00	100.0%	\$0.00		
258.040	Storm Manhole, Type B	Each	10	\$500.00	\$5,000.00	9	\$4,500.00		\$4,500.00	90.0%	\$500.00		
238.050	Manhole Covers, Type I (Storm)	LF	23.61	\$210.00	\$4,958.10	19.54	\$4,103.40		\$4,103.40	82.8%	\$854.70		
238.052	Inlet Type 3	Each	6	\$410.00	\$2,460.00	5	\$2,050.00		\$2,050.00	83.3%	\$410.00		
238.056	Catch Basin Type 2	VF	12.6	\$225.00	\$2,835.00	6.8	\$1,530.00		\$1,530.00	54.0%	\$1,305.00		
238.061	Inlet Cover, Type H	VF	39.5	\$185.00	\$7,307.50	40.5	\$7,492.50		\$7,492.50	102.5%	-\$185.00		
238.061		Each	12	\$510.00	\$6,120.00	12	\$6,120.00		\$6,120.00	100.0%	\$0.00		

258.073	Removing Inlets	Each	10	\$125.00	\$1,250.00	9	\$1,125.00	\$1,125.00	90.0%	\$1,125.00	\$125.00
258.074	Removing Manholes, (Storm)	Each	1	\$350.00	\$350.00	1	\$350.00	\$350.00	100.0%	\$350.00	\$0.00
258.079	Removing Pipe (Storm Sewer)	LF	179	\$10.00	\$1,790.00	214	\$2,140.00	\$2,140.00	119.6%	\$2,140.00	-\$350.00
259.002	HMA Pavement Type E-1.0	Ton	1564	\$63.50	\$99,314.00	1616	\$102,616.00	\$102,616.00	103.3%	\$102,616.00	-\$3,302.00
259.018	Sawcut Pavement	LF	512.00	\$2.00	\$1,024.00	865	\$1,730.00	\$1,730.00	168.9%	\$1,730.00	-\$706.00
259.020	Base Aggregate Dense 1 1/4-Inch	CY	2241.00	\$16.75	\$37,536.75	2241	\$37,536.75	\$37,536.75	100.0%	\$37,536.75	\$0.00
259.022	Excavation Common	CY	3337.00	\$6.25	\$20,856.25	3515	\$21,968.75	\$21,968.75	105.3%	\$21,968.75	-\$1,112.50
259.051	Concrete Curb and Gutter 30-Inch Type D	LF	3133	\$7.85	\$24,594.05	3135.5	\$24,613.68	\$24,613.68	100.1%	\$24,613.68	-\$19.63
259.060	Concrete Sidewalk 4-Inch	SF	10738	\$2.85	\$30,660.30	12809	\$36,505.65	\$36,505.65	119.1%	\$36,505.65	-\$5,845.35
259.064	Concrete Driveway, 7-Inch	SF	7714	\$3.60	\$27,770.40	8425	\$30,330.00	\$30,330.00	109.2%	\$30,330.00	-\$2,559.60
259.070	Curb Ramp Detectable Warning Field Yellow	SF	128	\$40.00	\$5,120.00	128	\$5,120.00	\$5,120.00	100.0%	\$5,120.00	\$0.00
260.060	Pavement Marking Epoxy, 4-Inch (Yellow)	LF	2910	\$0.40	\$1,164.00	2902	\$1,160.80	\$1,160.80	99.7%	\$1,160.80	\$3.20
260.100	Pavement Marking Stop Line Epoxy, 4-Inch	LF	126	\$6.40	\$806.40	125	\$800.00	\$800.00	99.2%	\$800.00	\$6.40
260.128	Pavement Marking Epoxy Crosswalk	LF	936	\$3.00	\$2,808.00	1156	\$3,468.00	\$3,468.00	123.5%	\$3,468.00	-\$660.00
260.128	Pavement Marking Epoxy, 4-Inch	LF	825	\$2.00	\$1,650.00	578	\$1,156.00	\$1,156.00	70.1%	\$1,156.00	\$494.00
256.012	General Erosion Control	LMP	1	\$500.00	\$500.00	1	\$500.00	\$500.00	100.0%	\$500.00	\$0.00
260.013	Turf Establishment	SY	1046	\$4.50	\$4,707.00	1205	\$5,422.50	\$5,422.50	115.2%	\$5,422.50	-\$715.50
260.015	Clearing	ID	142	\$15.00	\$2,130.00	142	\$2,130.00	\$2,130.00	100.0%	\$2,130.00	\$0.00
260.200	Maintenance of Traffic	LMP	1	\$5,000.00	\$5,000.00	1	\$5,000.00	\$5,000.00	100.0%	\$5,000.00	\$0.00
260.300	Moving Signs	Each	20	\$75.00	\$1,500.00	20	\$1,500.00	\$1,500.00	100.0%	\$1,500.00	\$0.00
260.302	Sign Post Wood, 4"x6"	Each	4	\$80.00	\$320.00	4	\$320.00	\$320.00	100.0%	\$320.00	\$0.00
260.303	Sign Post Metal, 2-Inch	Each	3	\$70.00	\$210.00	3	\$210.00	\$210.00	100.0%	\$210.00	\$0.00
	Totals				\$467,174.35		\$472,219.38	\$472,219.38	101.1%	\$472,219.38	-\$5,045.03
	EXTRA/ADDITIONAL ITEMS										
E-1	REMOVING CONCRETE PAVEMENT										
E-2	2 Inch Water Service	SY	1575	\$4.45	\$7,008.75	1575	\$7,008.75	\$7,008.75	100.0%	\$7,008.75	\$0.00
E-2	Corporation Stop 2-Inch	LF	9	\$21.00	\$189.00	9	\$189.00	\$189.00	100.0%	\$189.00	\$0.00
E-2	Curb Stop & Box 2-Inch	EA	1	\$240.00	\$240.00	1	\$240.00	\$240.00	100.0%	\$240.00	\$0.00
E-3	Granular Borrow	EA	1	\$350.00	\$350.00	1	\$350.00	\$350.00	100.0%	\$350.00	\$0.00
E-4	Repair Valve Box on Bridge Street	CY	1	\$10.50	\$10.50	192	\$2,016.00	\$2,016.00	#D/V/0!	\$2,016.00	-\$2,016.00
E-5	Hand Formed Curb & Gutter	LS	1	\$275.00	\$275.00	1	\$275.00	\$275.00	100.0%	\$275.00	\$0.00
E-6	Sanitary Sewer Main, 10-inch	LF	15	\$28.00	\$420.00	15	\$420.00	\$420.00	100.0%	\$420.00	\$0.00
E-7	Sidewalk Damaged by Contractor	LF	30	\$38.00	\$1,140.00	30	\$1,140.00	\$1,140.00	100.0%	\$1,140.00	\$0.00
	Totals	SF	-666	\$2.85	-\$1,898.10	-666	-\$1,898.10	-\$1,898.10	100.0%	-\$1,898.10	\$0.00
					\$474,183.10		\$481,960.03	\$481,960.03		\$481,960.03	-\$7,061.03

CONTRACTOR'S AFFIDAVIT OF DEBTS AND CLAIMS

PROJECT: Willow Street

OWNER: City of Chippewa Falls

CONTRACTOR: A-1 Excavating Inc.

ADDRESS: P.O. Box 90
Bloomer WI 54724

CONTRACT DATE: May 2 2014

State of: Wisconsin

County of: Chippewa

The undersigned, pursuant to Section 19.6 of the General Conditions of the Contract, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None")

Upon Receipt of Retainage

CONTRACTOR: A-1 Excavating Inc.

Address: P.O. Box 90
Bloomer WI 54724

BY: Sandra Schmidt

Subscribed and sworn to before me this 23rd day of May, 2014

NOTARY PUBLIC:

My Commission Expires: 3-14-17

Lori Nelson

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

Partial
WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls # 1318 Owner, by
Chippewa Concrete Contractor, in Chippewa
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 22,137.00

9-19-13
CA# 129973

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Chippewa Concrete Services

Signed By: [Signature]

Position: Project Controller

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

Partial
WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls ^{# 1318} Owner, by
Chippewa Concrete, Contractor, in _____
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 1711.30 ¹¹⁻²²⁻¹³ _{CR# 131350}

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Chippewa Concrete Services

Signed By: *[Signature]*

Position: Project Controller

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls ^{# 1318} Owner, by
AAA Striping Serv. Contractor, in _____
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 6453.10

Pay Request # 1

Date of Waiver: 11-11-13

Company Name: AAA Striping Service Co.

Signed By: [Signature]

Position: Corp Secretary

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls ^{# 1318} Owner, by
Sampson Concrete Contractor, in Chippewa

County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 22491.94

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Sampson Concrete

Signed By: Sarah Madmen

Position: Admin Assistant

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls # 1318 Owner, by
Sampson Concrete, Contractor, in Chippewa
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 48024.60

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Sampson Concrete

Signed By: Sarah Maidment

Position: Admin Assistant

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls ^{# 1318} Owner, by
Senn Blacktop, Contractor, in _____
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 40,577.92

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Senn Blacktop

Signed By: [Signature]

Position: [Signature]

A-1 Excavating, Inc.

P.O. Box 90 Bloomer, WI 54724
715/568-4141 Fax: 715/568-4144

WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on
Improvements about to be made, being made, altered, or repaired and to the
Appurtenances thereunto, for the City of Chippewa Falls ^{# 1318} Owner, by
Senn Blacktop, Contractor, in _____
County, state of Wisconsin, described as

Willow Street

For all labor performed, and/or material furnished for the erection, construction,
alteration

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 45,759.20

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Senn Blacktop, Inc.

Signed By: [Signature]

Position: [Signature]



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608-251-4843
(F) 608-251-8655

May 30, 2014

Richard J. Rubenzer, P.E.
Director Of Public Works, City Engineer, Utilities Manager
City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Re: Wastewater Treatment Plant (WWTP) Engineering Services Proposal

Dear Mr. Rubenzer:

We appreciate this opportunity to provide our proposal to continue our wastewater services for the City. The City previously selected Strand Associates, Inc. [®] in a competitive, qualifications-based selection process. Since then, we have completed the Phase 1 WWTP upgrades, a biosolids planning project, as well as a user charge system (UCS) update and funding assistance. We are excited and eager to help the City deliver the next phase of WWTP upgrades.

This proposal includes engineering services related to the following:

- A. Biosolids dewatering - centrifuge design project.
- B. Influent screening and hauled waste receiving station - planning.
- C. Biogas reuse - planning and design.
- D. UCS update.
- E. Clean Water Fund (CWF) and Focus on Energy (FoE) Funding Assistance.

The following proposal identifies the scope of services included within each of the projects, as well as the proposed fee and schedule. Please note that the *Scope of Services* section is written as if the projects will be done separately. However, in the fee section, we have provided fees for separate and combined projects as there would be some financial benefit of delivering the projects together.

Scope of Services

A. Biosolids Dewatering Project - Design Services

In 2013, we completed a planning document that identified the most cost-effective method of dewatering biosolids at the WWTP. The report recommended centrifuge dewatering equipment to replace the existing belt filter press within the sludge processing room.

We will provide the following design services:

- Conduct a kick-off meeting at the WWTP where we will gather site-specific information and discuss the required project components, schedule and interim milestones, as well as overall scope. The scope of services assumes the new equipment will be located within the existing belt filter press-gravity belt room.
- Develop the design basis that will layout the conditions, sizes, locations, utility connections, and related design information in a document for the City's review.

Richard J. Rubenzer, P.E.
City of Chippewa Falls
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- Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) front-end bidding documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical, HVAC, plumbing, electrical power, and controls. We will submit technical design documents to the City for review. Site/civil engineering is not anticipated to be required and is not included in the scope.
- Attend Review Meeting No. 1 with the City following our submittal of the 50 percent design documents.
- Develop 90 percent design, which will include the technical specifications, front-end contract documents, and drawings at 90 percent completion for the City's review.
- Attend Review Meeting No. 2 with the City following submittal of the 90 percent design documents.
- Complete design and submit final design documents to the Wisconsin Department of Natural Resources (WDNR). We will incorporate the final edits and quality control comments into the final design documents. In addition, we will submit the previously developed engineering report and final design documents to the WDNR for review and approval. We will provide the City with an electronic version of the final design submittal.

Bidding and construction services will be included under a new agreement following the design phase.

B. Influent Screening and Hauled Waste Receiving - Planning Services

The existing influent screening equipment was installed as part of a major upgrade in the early 1980s, making it more than 30 years old. The screen was later retrofitted in 2002 with 0.5-inch bar openings. Since the late 1990s, the trend at wastewater treatment plants has been to install much finer screens (0.4-inch or 0.8-inch) to remove more solids and debris. This reduces downstream maintenance concerns throughout the plant. In addition, when the screen needs to be taken out of services for maintenance, the bypass operations are extremely laborious and there is essentially no screening of the influent wastewater. This project will improve screening operations and also provide improved means of bypassing the screen. The screenings will be dewatered and compacted prior to landfilling.

In recent years, the City has accepted more hauled-in septage, holding tank, and leachate wastes, all of which provide a useful revenue stream. A receiving station is desired to improve operations, management, and monitoring of the incoming waste, which will generate more accurate billing and revenue collection.

Richard J. Rubenzer, P.E.
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The following services will be provided:

- Conduct a kick-off meeting at the WWTP to discuss the project goals, potential locations for the hauled-waste receiving station, and related issues. Note, if the projects are conducted together, this meeting will coincide with the design kick-off meeting noted above.
- Evaluate 3 to 5 different screening manufacturers and styles with regards to hydraulic capacity, screening size, ability to fit within the existing building and channel, and cost.
- Evaluate the ability to add a screening washer-compactor, as well as potential retrofits needed if this equipment cannot fit within the building.
- Evaluate the needed storage, screening, mixing, and related issues for a new hauled-waste receiving station. The station will be used to receive trucked-in wastes, including landfill leachate, septage, holding tank wastes, and, potentially, industrial high-strength wastes for codigestion. The location, size, and specific equipment included will depend on the volumes, types, and frequency of deliveries. It may be possible to exclude some of the typical equipment and combine the receiving station with the new screening facilities described above.
- Create an engineering report that develops a plan for the new screening and hauled-waste receiving station. The report will summarize the evaluations, comparisons, costs, and recommendations for these facilities. The report will be submitted to the City as a draft for review.
- Conduct a planning review meeting at the WWTP to review the draft engineering report. Note, if the projects are conducted together, this meeting will be scheduled to coincide with one of the design review meetings noted above.
- Submit the final engineering report to the City after incorporating the required edits. The final report will also be submitted to the WDNR if the City decides to proceed with the recommended project.

Design, bidding, and construction services will be included under a new agreement following the planning phase. Note, if the City decides to proceed with the upgrades related to the screening and hauled-waste receiving station, it may be beneficial to incorporate these elements into the biosolids dewatering project described above. If desired, we will combine the projects and continue with the design phase of all of the upgrades together.

Richard J. Rubenzer, P.E.
City of Chippewa Falls
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C. Codigestion and Cogeneration Upgrades - Planning Services

The existing biogas conditioning equipment and two 30 kilowatt (kW) - microturbines were installed approximately 10 years ago. The biogas conditioning equipment likely has more useful life and does not need a full replacement. However, some of the equipment should be reconditioned or replaced and new, available media products could be considered to lower annual costs for media change-outs. The microturbines have already started to fail and will require replacement in the near future if the City wishes to continue to produce electricity.

To make cogeneration at the WWTP more viable, consideration should be given to codigesting other wastes with the municipal sludge. This can significantly increase energy production and reduce paybacks for such projects. Suitable waste streams include brewery wastes, other food wastes, high-strength industrial wastes, and related materials. The overall scope of this project will be to evaluate the potential of accepting codigestion materials and to identify the most cost-effective use of the biogas.

The following services will be provided:

- Conduct a kick-off meeting at the WWTP to discuss the project goals, potential locations for the hauled waste receiving station, and other related issues. Note, if the projects are conducted together, this meeting will coincide with the kick-off meetings previously mentioned.
- Evaluate the digestion capacity to determine potential codigestion capacity. This will allow us to make estimates of potential gas production under a wide range of scenarios.
- Assist the City with contacting potential high-strength waste sources to investigate the potential volume of wastes available in the area.
- Evaluate replacing the existing microturbines with one or more new microturbines (likely 65 kW units) and with an internal combustion engine generator.
- Evaluate the potential equipment and media replacements for the existing biogas conditioning system.
- Create an engineering report that develops a plan for the codigestion and cogeneration upgrades. The report will summarize the evaluations, comparisons, costs, and recommendations for these facilities. We will submit the report to the City as a draft for review.
- Conduct a planning review meeting at the WWTP to review the draft engineering report. Note, if the projects are conducted together, this meeting will be scheduled to coincide with one of the review meetings noted above.
- Submit the final engineering report to the City after incorporating the required edits. The final report will also be submitted to the WDNR if the City decides to proceed with the recommended project.

Richard J. Rubenzer, P.E.
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Design, bidding, and construction services will be included under a new agreement following the planning phase. Note, if the City decides to proceed with these upgrades, it may be beneficial to incorporate these elements into the other projects described above. If desired, we will combine the projects and continue with the design phase of all of the upgrades together.

D. User Charge Update Services

In 2010, we assisted the City in updating its wastewater UCS system. The City desires to conduct another update, which, if the projects described above are implemented, should include the impact of the new debt service related to those capital projects.

The following services are included:

- Request and review existing UCS data from the City, including spreadsheets, utility billings, water records, and other similar information.
- Develop a schedule for capital project implementation that will be used to develop anticipated debt changes that will impact required user charges.
- Develop a preliminary UCS update, including a summary letter with attachments, similar to what was provided in 2010.
- Discuss the preliminary UCS update with the City, as necessary. We have assumed 3 to 5 teleconference calls will be required.
- Develop the final UCS update and provide the document in paper and electronic format. In addition, we will provide the Excel spreadsheets for the City's use.
- Attend two meetings in Chippewa Falls to present the user charge system to the City's Board of Public Works, Committee No. 1, or Common Council.

Richard J. Rubenzer, P.E.
 City of Chippewa Falls
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E. Clean Water Fund (CWF) and Focus on Energy (FoE) Application Services

We assume the City will apply for CWF loans and the tasks required to complete those applications are included. It is likely that the City will be able to obtain 0 percent interest financing for the portion of the project related to septage receiving and management, and relatively low interest (2 to 3 percent) for the remaining portion. If FoE continues to finance energy projects, the City may be eligible to receive grant funding for a portion of the codigestion and cogeneration project. The following services are included in this effort:

- Assist the City in developing the following CWF-related documents: Notice of Intent to Apply Form, the Priority Evaluation and Ranking Form, and the CWF application. The forms and documents will require considerable input and information from the City. We will compile the forms and applications and submit them to the City for signatures and for final submittal to the WDNR. We have assumed there will only be one CWF loan application submitted.
- Assist the City in developing and submitting a FoE grant application for the Renewable Energy Competitive Incentive Program (RECIP) or a custom incentive program, depending on which is determined to be more applicable and available as the RECIP program may not be available later in 2014 or 2015.

Compensation

We propose to provide the services described above for the following fees. We have included a separate fee for each of the main projects described above, as well as combinations of fees if the City elects to proceed with two or more of the capital projects at the same time.

Project Name	Engineering Phase	Proposed Fee	Type of Fee
A. Biosolids Dewatering	Design	\$80,000	Lump Sum
B. Influent Screening and Hauled Waste Receiving	Planning	\$20,000	Time and Expense
C. Codigestion and Cogeneration	Planning	\$18,000	Time and Expense
D. User Charge System Update*	NA	\$8,000	Time and Expense
E. CWF and FoE Applications*,#	NA	\$20,000	Time and Expense
Project A + Project B	Multiple	\$97,000	Lump Sum/T&E
Project A + Project B + Project C	Multiple	\$113,000	Lump Sum/T&E
All Projects Together*,#	Multiple	\$141,000	Lump Sum/T&E

*The services described in Projects D and E are stand-alone type services and are not discounted when combined with the others projects.

Please consider this a preliminary estimate for Project E as the scope of the projects are not known at this time, and therefore the funding assistance effort cannot be defined accurately.

Richard J. Rubenzer, P.E.
 City of Chippewa Falls
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Schedule

The overall project schedule will be developed to accommodate the City's schedule and financial constraints. The schedule shown below was put together to allow the planning-level projects to proceed quickly in the event that the City would like to conduct one larger capital project with one larger design effort. This is a preliminary schedule and we will work with the City to develop a final schedule at the City's convenience.

Project Name	Start	Finish	Comments
A. Biosolids Dewatering	June 2014	Nov. 2014	
B. Influent Screening and Hauled Waste Receiving	June 2014	July 2014	Fast-track to allow design with biosolids project.
C. Codigestion and Cogeneration	June 2014	July 2014	Fast-track to allow design with biosolids project.
D. User Charge System Update*	Aug. 2014	Nov. 2014	Define which capital projects will proceed before completing.
E. CWF and FoE Applications* [#]	Oct. 2014	Feb. 2015	

*The services described in Projects D and F are not combined with the other major services as there is no benefit/cost reduction.

[#] Please consider this a preliminary estimate for Project F as the scope of the projects are not known at this time.

We thank the City again for this opportunity and if there are any comments on our scope, fee or schedule, please do not hesitate to contact me at any time. We are available to meet with the City as needed for discussion and review.

Sincerely,

STRAND ASSOCIATES, INC.®



Randall A. Wirtz, Ph.D., P.E.

9901973/RAW:kmv

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:

Reporting Year: 2013

WPDES No.0023604

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent Loadings	A	4.0	3	12
Effluent Quality:BOD	A	4.0	10	40
Effluent Quality:TSS	A	4.0	5	20
Effluent Quality:P	A	4.0	3	12
Biosolids Mgt.	C	2.0	5	10
Prev. Maintenance Staffing	A	4.0	1	4
Operator Certification	A	4.0	1	4
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			32	118
GRADE POINT AVERAGE(GPA)=3.69		3.69		

Notes:

- A = Voluntary Range
- B = Voluntary Range
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:

Reporting Year: 2013

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F. Regardless of grade, required for Collection Systems if SSO's were reported):	
Influent Flow and Loadings: Grade=A	
Effluent Quality: BOD: Grade=A	
Effluent Quality: TSS: Grade=A	
Effluent Quality: Phosphorus: Grade=A	
Biosolids Quality and Management: Grade=C	
Staffing: Grade=A	
Operator Certification: Grade=A	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 3.69	

City of Chippewa Falls, Wisconsin

COMPLIANCE MAINTENANCE RESOLUTION

WHEREAS, Wisconsin Administrative Code NR 208 requires the owner of a wastewater treatment facility to complete an electronic Compliance Maintenance Annual Report (eCMAR).

WHEREAS, The Manager of Public Utilities has completed the eCMAR for 2013 and presented it to the Board of Public Works.

WHEREAS, A Grade of C, Recommended Response Range /Response Required, (80 of 100 possible points), was received on the Biosolids Management portion of the eCMAR.

WHEREAS, The Board of Public Works reviewed the eCMAR on June 09, 2014 and recommended adoption of a resolution documenting the review of the eCMAR and recommending the following corrective actions required:

- Continue monitoring of dischargers of Molybdenum.
- Review and possible implementation of recommendations of Biosolids Planning Report 2013.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Chippewa Falls, Wisconsin informs the Department of Natural Resources that the electronic Compliance Maintenance Annual Report has been reviewed and corrective actions have been taken.

BE IT FURTHER RESOLVED, that the Manager of Public Utilities is directed to submit this resolution and eCMAR to the DNR.

Dated this XXth Day of June, 2014.

Council President

ADOPTED: _____

APPROVED: _____
Mayor

ATTEST: _____
City Clerk