

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, June 17, 2014 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. CLERK CALLS THE ROLL

2. APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Approve minutes of the Regular Council Meeting of June 3, 2014.

(b) Approve minutes of the Special Council Meeting of June 17, 2014. (*minutes to be distributed prior to meeting*).

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

(a) Presentation of proposal from Strand Associates for Wastewater Treatment Plant improvements.

4. PUBLIC HEARINGS - None

5. COMMUNICATIONS - None

6. REPORTS

(a) Consider Board of Public Works minutes of June 9, 2014.

(b) Consider Plan Commission minutes of June 9, 2014.

7. APPLICATIONS

(a) Consider Operator (Bartender) Licenses as approved by the Police Department. (*Complete list provided prior to Council meeting*)

(b) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License for the Baby Boomers Reunion to be held on August 9, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

(c) Consider Application for Class "E" Dance and Live Music License from Gerald Cherrier for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on August 9, 2014.

(d) Consider Application for Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival to be held in Allen Park (South Bridge St) on August 9, 2014.

(e) Consider Application for Class "B" / "Class B" Beer and Wine Retailer's License for Oktoberfest/Chippewa Partners Inc. for Oktoberfest to be held on September 19 – 21, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

(f) Consider Street Use Permit Application from Oktoberfest/Chippewa Partners Inc. for the Golden Keg Procession to be held on September 19, 2014 from 12:00 pm – 1:00 pm beginning at the Leinie Lodge proceeding northbound on Jefferson Avenue to the NWSF main gate entrance.

(g) Consider Application for Class "E" Dance and Live Music License from Oktoberfest for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on September 19 – 21, 2014.

(h) Consider Street Use Permit Application from Dianne Dawson for Art on the Corner to be held on August 9, 2014 from 8:00 am – 5:00 pm on Spruce Street between Oak Street and Bay Street.

(i) Consider Sidewalk Use Permit Application from TC-Teks to place a wind dancer on the sidewalk in front of the building on the corner of W Grand and N Bridge announcing their grand opening on July 7 – 11, 2014. (*as considered by Committee #3*)

(j) Consider Dance License Applications/Renewals for 2014/2015. (*See attached listing – completed applications on file with City Clerk*)

(k) Consider Alcohol Beverage License Applications/Renewals for 2014/2015. (*See attached listing – completed applications on file with City Clerk*)

(l) Consider renewal of the 2014/2015 Garbage/Recycling Licenses of Tambornino Sanitation; Waste Management; Express Disposal, Inc.; Advanced Disposal Services Solid Waste Midwest, LLC; Normacycle, Inc.; Boxx Sanitation, LLC; and Provyro Waste Services. (*Completed applications on file with City Clerk*)

(m) Consider renewal of the 2014/2015 Taxicab Business Licenses of LeRoy Johnson (LeRoy's Taxi), Gene McGraw (Bella Transport), Nina Eisold (Ready Ride Taxi) and Kinfemichael Mitiku (Door 2 Door Taxi Service). (*Completed applications on file with City Clerk*)

7. **APPLICATIONS** - continued

(n) Consider renewal of the 2014/2015 Taxicab Business License of John Hallquist (Town & Country Taxi) conditioned upon submission of passing Taxicab Vehicle Inspections as performed by the Police Department. *(Completed applications on file with City Clerk)*

(o) Consider renewal of the 2014/2015 Massage Establishment Licenses of Rachel-Funk Johnson (Crabbee Apple, LLC) and Summer Pena Olson (Isabell & Eve Therapeutic Massage). *(Completed applications on file with City Clerk)*

(p) Consider new Massage Establishment Application of Savanna Miller, (Glitz & Glam) 29 W Spring Street, pending final approval from the Fire Inspector. *(Completed application on file with City Clerk)*

(q) Consider new Massage Establishment Application of Troy Story, (The Garage Salon) 45 E Elm Street, pending final approval from the Fire Inspector. *(Completed application on file with City Clerk)*

(r) Consider conditional surrender from Karen Mancl, The Ritz Bar, (114 W. River Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Ritz on the River, LLC, Mary Berg, Agent.

(s) Consider Original Alcohol Beverage Retail License Application from Ritz on the River, LLC, Mary Berg, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for The Ritz located at 114 W River Street.

(t) Consider conditional surrender from Laury Konwinski, Laury's Town Pump, (616 N. Bridge Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Serene Investments, LLC, Paul Peters, Agent.

(u) Consider Original Alcohol Beverage Retail License Application from Serene Investments, LLC, Paul Peters, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for the Town Pump Tavern located at 616 N Bridge Street.

(v) Consider conditional surrender from Colleen Johnson, Sweeney's Bar & Grill (201 E Canal Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Blue Marble Pub, LLC, Heather Marble, Agent.

(w) Consider Original Alcohol Beverage Retail License Application from Blue Marble Pub, LLC, Heather Marble, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for the Blue Marble Pub located at 201 E Canal Street.

(x) Consider Renewal Alcohol Beverage Retail License Application from Sweeney's Bar & Grill, LLC, Colleen Johnson, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage license for Sweeney's Bar & Grill located at 201 E Canal Street.

(y) Consider Renewal Alcohol Beverage Retail License Application from James Sheeley House, LLC, James Bloms, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage license for The James Sheeley House located at 236 W. River Street.

8. **PETITIONS** - None

9. **MAYOR ANNOUNCES APPOINTMENTS**

(a) Consider appointment of Susan Brandt, Linda Crosby, and John Monarski as Election Inspectors. Action on these appointments scheduled for July 1, 2014.

10. **MAYOR'S REPORT**

(a) Advise of Mayor's participation in the Good Sam Rally.

11. **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 June 10, 2014.

(b) Consider Committee #3 Transportation, Construction, Public Safety and Traffic minutes of June 17, 2014. *(minutes to be distributed prior to meeting)*

(c) Park Board minutes of June 10, 2014.

(d) Library Board minutes of May 14, 2014.

12. REPORT OF OFFICERS - None

13. ORDINANCES

(a) First Reading of **Ordinance #2014-15 Entitled:** An Ordinance Revising §23.09 of the Chippewa Falls Municipal Code to Change the Appeal Body from the Gas Appeal Board to Committee #3 and Allowing for the Meeting Time to Comply with the State's Open Meeting Notices.

14. RESOLUTIONS

(a) Consider **Resolution #2014-27 Entitled:** A Resolution Adopting Chippewa Falls Shared Ride Transit Program Federal Transit Administration (FTA) Title VI Plan.

(b) Consider **Resolution #2014-28 Entitled:** Resolution Awarding the Sale of \$4,135,000 General Obligation Corporate Purpose Bonds, Series 2014A. *(final resolution to be distributed prior to meeting)*

(c) Consider **Resolution #2014-29 Entitled:** Resolution Approving a Certified Survey Map (Louis P. Hebert Jr.)

(d) Consider **Resolution #2014-30 Entitled:** City of Chippewa Falls, Wisconsin Compliance Maintenance Resolution.

(e) Consider **Resolution #2014-31 Entitled:** Resolution (regarding sale of real estate located on Cashman Drive)

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Consider Development Agreement for Willow Creek Phase III and authorize Mayor and appropriate City Staff to execute the agreement.

(b) Consider final pay request for 2013 Willow Street Reconstruction Project to A-1 Excavating in the amount of \$5,000.

16. CLAIMS

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

(b) Consider claim submitted by Marsha Fliehr, 803 Jefferson Avenue (refer to insurance company).

17. CLOSED SESSION

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 June 13, 2013 at 2:40 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, June 3, 2014, in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

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

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Wendy Stelter, Fire Chief Mike Hepfler, Utility Office Manager Connie Freagon, Director of Chippewa Falls Main Street Teri Ouimette, Dennis Doughty, and City Clerk Bridget Givens. See also the attached attendance listing.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Adrian/Mason** to approve the minutes of the Regular Council Meeting of May 20, 2014. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Chris Kranich, 1718 Brickyard Lane, appeared to address his concerns regarding the level of line item detail on the Council Agendas; early morning and late night construction noise in Willow Creek and his desire to implement an ordinance restricting times of construction work; and the approval process of fireworks permits in the City. Councilor Hicks called a point of order with no objection expressed.

PUBLIC HEARINGS

(a) Kelly Hayes, E7464 910th Avenue, Colfax, appeared to express her intent to open a Community Based Residential Facility (CBRF) at 603 Bay Street indicating she has been engaged in this type of work since 1996. Mayor Hoffman opened the Public Hearing regarding a Special Use Permit to operate a Community Based Residential Facility at #603 Bay Street, Parcel #686 and Lot #5, Block #17, Allen's Addition at 6:39 pm.

There being no requests to speak, the public hearing was closed at 6:40 pm.

COMMUNICATIONS - None

REPORTS - None

APPLICATIONS

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

Motion by Mason/Hanke to consider items (b) – (g) in one motion. **All present voting aye, motion carried.** **Motion by Mason/Kiefer** to approve items (b) – (g). Councilor Adrian questioned if the fireworks tent at the NE corner of River Street and Bridge Street would impede the progress of the Chamber building. City Planner Smith also expressed concern with this location and recommended 12 S Bridge (former Northern Oil Gas Station) as an alternative. Roland Shaurette, 6522 183rd Street, came forward to discuss where he had historically set up his fireworks tent and the rents that have been paid in the past. **Motion by Hicks/Hanke** to approve items (b) – (g) (see list below) and consider item (f) separately.

(b) Renewal of 2014/2015 Major Arcade License for Micon Cinemas.

(c) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Community Foundation of Chippewa County for the Wine & Dine at Irvine to be held at the Irvine Park Main Pavilion on June 17, 2014.

(d) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from the Northern Wisconsin State Fair Association, Inc. for the Northern Wisconsin State Fair to be held at the fairgrounds (225 Edward Street) on July 8 – July 13, 2014.

(e) Application for Class "E" Dance and Live Music License from the Northern Wisconsin State Fair Association, Inc. for the Northern Wisconsin State Fairgrounds, 225 Edward Street, for July 9 – 12, 2014.

APPLICATIONS (continued)

(g) Street Use Permit Application from The Elijah Project, LLC (Richard King) to utilize various City streets for filming of The Elijah Project Movie on June 10 – 11, 2014.

All present voting aye, motion carried.

Motion by Hicks/Adrian to approve item (f) (Street Use Permit Application from Roland Shaurette, Aim High Fireworks, LLC, to place a fireworks tent at the NE corner of River Street and Bridge Street (old Haughian parking lot) to sell consumer fireworks from June 5–July 8, 2014) with the modification of location from the old Haughian parking lot to the old Northern Oil Gas Station lot. Finance Manager Bauer confirmed with Shaurette that the City will continue to receive rent for use of the lot. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR’S REPORT

(a) Mayor Hoffman advised of his participation in the recent Memorial Day presentation and the CCEDC Annual Meeting.

(b) City Planner Smith distributed an illustrative plan and gave a brief overview of the progress on the Downtown Riverfront plan. An open house will be held on June 17th from 5:00 – 6:00 pm in the City Hall Auditorium.

COUNCIL COMMITTEE REPORTS

(a) **Motion by Mason/Hull** to approve the Committee #3 Transportation, Construction, Public Safety, and Traffic minutes of June 3, 2014. Councilor Mason questioned Chief Stelter as to the number of cases that could have been solved with the aid of cameras in licensed premises. Chief Stelter did not have specific numbers, but indicated several examples were presented at the meeting. **All present voting aye, motion carried.**

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Hicks/Adrian** to approve **Ordinance #2014-14 Entitled:** An Ordinance Granting a Special Use Permit to Operate and Maintain a Community Based Residential Facility for Adults Located at #603 Bay Street, on Parcel #686, Lot #5, Block #17, Allen’s Addition. **Roll Call Vote: Aye – Hicks, Adrian, Hanke, Kiefer, Mason, Hull. Motion carried.**

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS

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

City General Claims:	\$173,333.17
Authorized/Handwritten Claims:	\$68,040.87
Department of Public Utilities:	\$34,862.18
Total of Claims Presented	<u>\$276,236.22</u>

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

CLOSED SESSION - None

ADJOURNMENT

Motion by Adrian/Hanke to adjourn at 7:06 pm. All present voting aye, motion carried.

Submitted by:
Bridget Givens, City Clerk



Strand Associates, Inc.®

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Madison, WI 53715

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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.

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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.

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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.

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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.

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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.

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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.

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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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 9, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, June 9, 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: Randy Wirtz of Strand Associates, Bill Albright of Heartland Homes representing Willow Creek Phase III, Third Ward Alderperson Amy Mason and Wastewater Supervisor George Hobbs.

1. **Motion** by Bauer, seconded by Adrian to approve the minutes of the May 12, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. **Motion** by Adrian, seconded by Bauer to approve the minutes of the May 14, 2014 Special Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached Developers Agreement for the development of Willow Creek Phase III. Director of Public Works Rubenzer stated that Attorney Ferg had reviewed the agreement and added Section 1.1 concerning pending litigation. The section basically states that the developer proceeds at his own risk if he decides to proceed. Alderperson Adrian asked if the Council approved the Developers Agreement. DPW Rubenzer responded that he believed the Developers Agreement was for implementing the Planned Development Conditional Use Permit (.PD. C.U.P. #14-01) and was a separate document and that the Common Council approved or denied the document. Mayor Hoffman asked whether or not conditions listed on the P.D. C.U.P. could be incorporated into the Developers Agreement. DPW Rubenzer stated conditions could be inserted in the agreement. Finance Manager Bauer asked if there was a financial impact to the City. DPW Rubenzer answered that stormwater and plat review fees were paid by the developer along with project inspection fees so no costs were incurred by the City. He continued that the developer posted a bond in the amount of 125% of the project estimate so the City could complete the project in case of contractor default. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council approve the attached Developers Agreement, (with conditions from P.D. C.U.P. #14-01 inserted), for Phase III of Willow Creek Subdivision and authorize Mayor Hoffman and appropriate City staff to execute the said agreement. **All present voting aye. MOTION CARRIED**
Bill Albright left the meeting at this point.

4. DPW Rubenzer presented the attached final pay request for the 2013 Willow Street Reconstruction Project. He stated that, typically the first and final pay requests are brought to the Board of Public Works and Common Council as a public notice and update that a project is beginning or completed. He noted that the Willow Street Reconstruction Project will have a reimbursement from the Local Road Improvement Program and so a line item on the Council agenda would be the best course of action for this final payment. He stated lien waivers had been obtained.

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

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the attached final pay request from A-1 Excavating for the 2013 Willow Street Reconstruction Project in the amount of \$5000. In addition, that the Local Road Improvement Program reimbursement of about \$63,000 be applied for. **All present voting aye. MOTION CARRIED**

5. Randy Wirtz of Strand Associates presented the attached proposal for engineering for improvements, a user charge study and grant applications for the Chippewa Falls Wastewater Treatment Plant. Mr. Wirtz gave a power point presentation detailing the need for the improvements which are biosolids dewatering, influent screening and biogas reuse. The proposal and presentation included cost estimates. Mr. Wirtz stated that the last wastewater charge study had been completed in 2010 and that the present study would address the proposed improvements at the plant. Utility Manager Rubenzer stated that Strand Associates Inc. had been selected from five or six consultants in a previous qualification based selection process and had completed a study on the WWTP's bio-sludge handling options. He stated that there were about \$150,000 earmarked in depreciation funds for the gravity belt sludge thickening system, (to be replaced with the centrifuge), and slightly over 2.8 million dollars in the depreciation fund which could be utilized until a clean water fund could be applied for and hopefully secured in 2015. He continued that other than the bio-sludge handling system the wastewater plant is operating near or below its technical limits and phosphorous trading and "sales" were being investigated. He stated that the Board would discuss the "C" grade on the next agenda item. Alderperson Mason asked if Council members could get a tour of the Wastewater Plant and Wastewater Supervisor Hobbs confirmed that tours were given often.

Motion by Hoffman, seconded by Adrian to recommend the Common Council approve the proposal from Strand Associates Inc. for engineering for the following proposed improvements at the Chippewa Falls Wastewater Treatment Plant: dewatering, influent screening and hauled waste and biogas reuse. In addition, for a user charge study and clean water fund and Focus on Energy funding assistance. In addition that Committee #1 consider the funding for the engineering in an amount not to exceed \$141,000.

All present voting aye. MOTION CARRIED

6. The Board of Public Works considered the attached Compliance Maintenance Annual Report summary for 2013. Utility Manager Rubenzer repeated that the plant was operating efficiently and very well except for the bio-sludge handling and management which had resulted in a "C" grade and a required recommendation for action. The existing sludge handling equipment is past its useful life, requires a high amount of maintenance and precipitated the sludge handling study to be done in 2013. Rubenzer noted the full thirty-two page annual report is available upon request and will be put on line.

Motion by Adrian, seconded by Rubenzer to recommend the Common Council accept the 2013 Compliance Maintenance Annual Report and approve the corresponding resolution. **All present voting aye. MOTION CARRIED**

7. The Board considered the attached first pay request from Haas Sons, Inc. for the Main Street Reconstruction Project in the amount of \$245,679.67. DPW Rubenzer stated multiple crews had been working onsite, City engineering staff were working twelve hour

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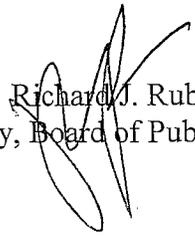
days inspecting and construction staking and the project was about a month ahead of schedule.

Motion by Hoffman, seconded by Adrian to recommend the Common Council approve pay request number 1 from Haas Sons, Inc. for the Main Street Reconstruction Project in the amount of \$245,679.67. **All present voting aye. MOTION CARRIED.**

8. The Board considered the attached first pay request from Haas Sons, Inc. for the Rural Street Reconstruction Project in the amount of \$342,509.79. DPW Rubenzer noted that the project was also about a month ahead of schedule.

Motion by Hoffman, seconded by Adrian to recommend the Common Council approve pay request number 1 from Haas Sons, Inc. for the Rural Street Reconstruction Project in the amount of \$342,509.79. **All present voting aye. MOTION CARRIED.**

9. **Motion** by Hoffman, seconded by Adrian to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:28 P.M.


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

**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.**

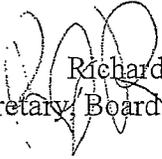
4. Karen Polzin, president of Happy Tails Dog Park Board, appeared to update the Board on future plans and to request use of City owned property shown on the attachment. Ms. Polzin stated that a couple Memorial donations had been received and requested using and possibly fencing the open space west of 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)

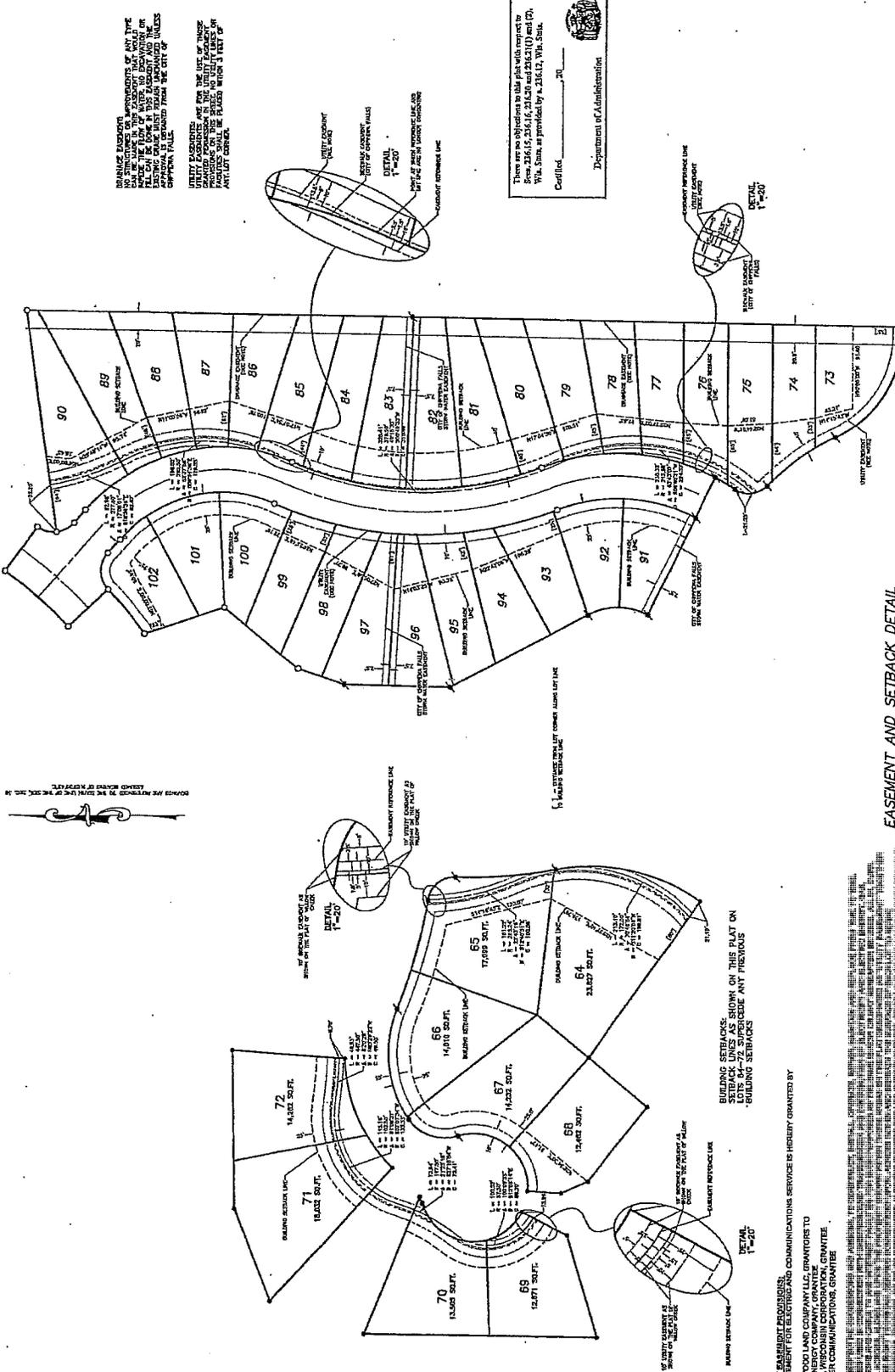
Personally came before me this ____ day of June, 2014, the above-named James G. Rooney, who to be stated that he is the Managing Member of Westwood Land Company, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument in such capacity.

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

* _____
Notary Public
State of Wisconsin
My Commission expires _____

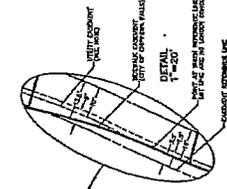
List of Exhibits

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



BOUNDARY LINE SHOWN BY THE DOTTED LINE IS THE BOUNDARY LINE OF THE CITY OF CHIPPEWA FALLS, WISCONSIN.

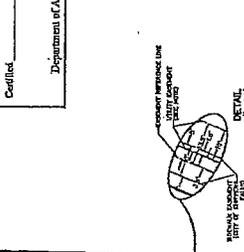
THE GRANTEE HEREBY WARRANTS THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF AND THAT HE HAS NO OTHER INTEREST IN THE PROPERTY DESCRIBED HEREIN.



There are no objections to this plan with respect to the provisions of Sections 236.15, 236.16, 236.19 and 236.21 (1) and (2), Wis. Stat., as provided by s. 236.17, Wis. Stat.

Certified: _____ 20____

Department of Administration



EASEMENT AND SETBACK DETAIL

SCALE 1" = 60'

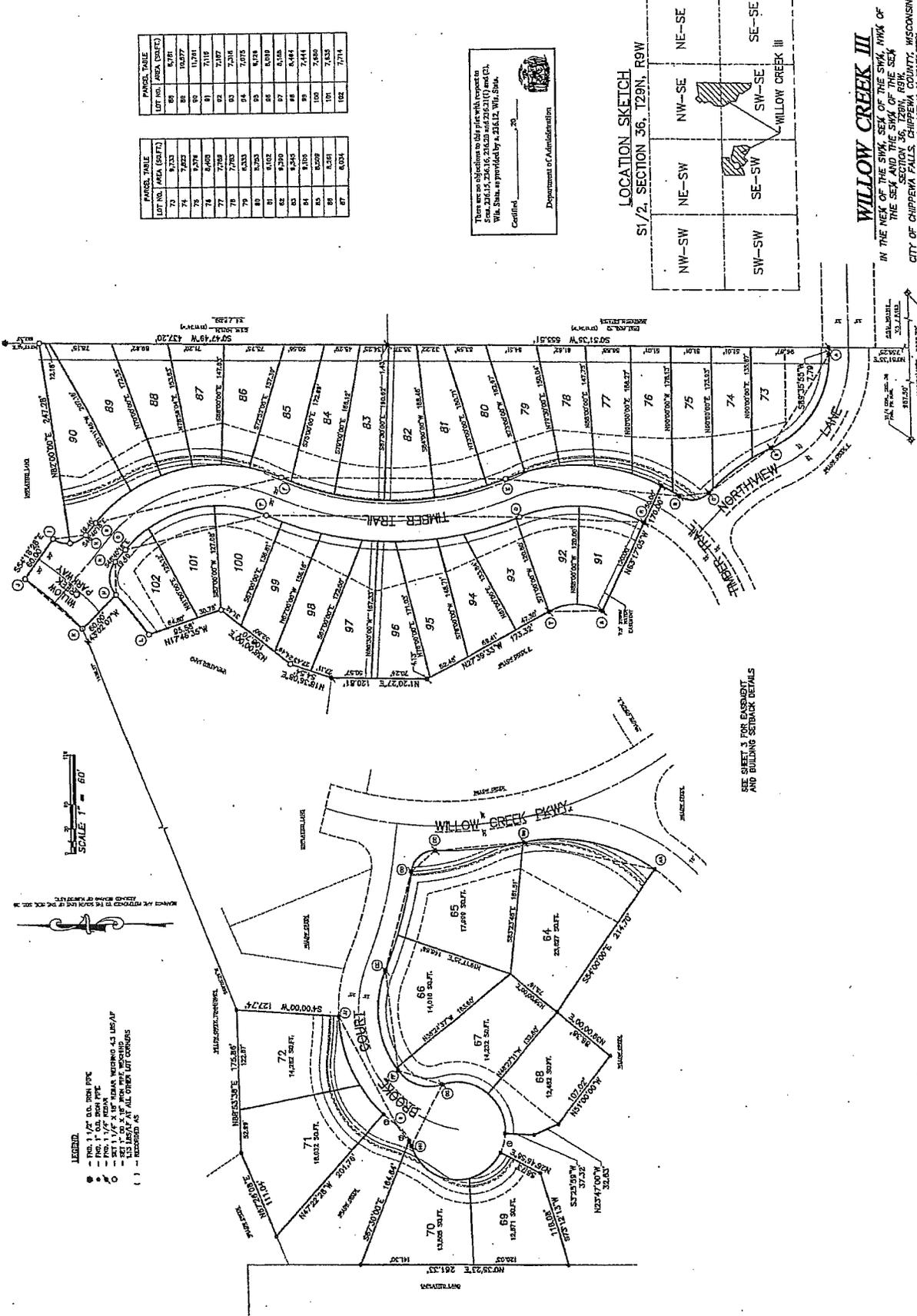
UTILITY EASEMENT PROVISIONS, AN EASEMENT FOR ELECTRIC AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY WESTWOOD LAND COMPANY LLC, GRANTORS TO XCEL ENERGY COMPANY, GRANTEE, CHIPPewa FALLS, WISCONSIN, GRANTEE.

THE GRANTEE OF EASEMENT SHALL BE BOUND UPON AND INURE TO THE BENEFIT OF THE HEIR, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

PREPARED BY: JAMES W. HARRIS, SURVEYOR

WILLOW CREEK III
 IN THE NEAR OF THE SW¼, SE¼ OF THE SW¼, NW¼ OF THE SE¼ AND THE SW¼ OF THE SE¼ SECTION 36, T29N, R9W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
 INCLUDING ALL OF LOTS 70-84 AND LOTS 85-91, NEARBY CREEK

SHEET 3 OF 3

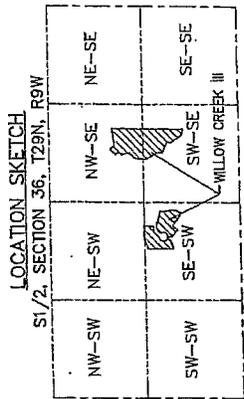


LOT NO.	AREA (SQ. FT.)	PANEL TABLE	LOT NO.	AREA (SQ. FT.)
65	8,233	65	8,233	8,781
66	10,877	66	10,877	11,781
67	8,233	67	8,233	8,781
68	8,233	68	8,233	8,781
69	8,233	69	8,233	8,781
70	8,233	70	8,233	8,781
71	8,233	71	8,233	8,781
72	8,233	72	8,233	8,781
73	8,233	73	8,233	8,781
74	8,233	74	8,233	8,781
75	8,233	75	8,233	8,781
76	8,233	76	8,233	8,781
77	8,233	77	8,233	8,781
78	8,233	78	8,233	8,781
79	8,233	79	8,233	8,781
80	8,233	80	8,233	8,781
81	8,233	81	8,233	8,781
82	8,233	82	8,233	8,781
83	8,233	83	8,233	8,781
84	8,233	84	8,233	8,781
85	8,233	85	8,233	8,781
86	8,233	86	8,233	8,781
87	8,233	87	8,233	8,781
88	8,233	88	8,233	8,781
89	8,233	89	8,233	8,781
90	8,233	90	8,233	8,781
91	8,233	91	8,233	8,781
92	8,233	92	8,233	8,781
93	8,233	93	8,233	8,781
94	8,233	94	8,233	8,781
95	8,233	95	8,233	8,781
96	8,233	96	8,233	8,781
97	8,233	97	8,233	8,781
98	8,233	98	8,233	8,781
99	8,233	99	8,233	8,781
100	8,233	100	8,233	8,781
101	8,233	101	8,233	8,781
102	8,233	102	8,233	8,781

These are objections to this plan with respect to Secs. 246.15, 246.16, 246.20 and 246.21 (1) and (2), Wis. Stat., as provided by s. 236.12, Wis. Stat.

Certified _____

Department of Administration



WILLOW CREEK III

IN THE NE 1/4 OF THE SW 1/4, SE 1/4 OF THE SW 1/4, NW 1/4 OF THE SW 1/4 AND THE SW 1/4 OF THE SW 1/4

SECTION 36, T29N, R9W

CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

PLANNING ACT OF 1958, THIRDS AND FIFTHS, WILLOW CREEK

PREPARED BY (SCALE) SURVEYING

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 ASSY (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	CATCH 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**

From (Contractor): **A-1 Excavating, Inc.**

Project: **Willow Street - Street and Utility Improv.**

Contract: **Po Box 90, Bloomer, WI 54724**

Owner's Contract No.: **N/A**

Contractor's Project No.: **1318**

Contractor Address: **Chippewa Falls Engineering Department**

**Application For Payment
Change Order Summary**

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		\$8,875.65
Change Orders		

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

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 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

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)..... \$ 476,050.03
8. AMOUNT DUE THIS APPLICATION..... \$ 5,000.00

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

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

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	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)	
4.003	Removing Concrete Sidewalks	SF	10313	\$0.35	\$3,609.55	10313	\$3,609.55		\$3,609.55	100.0%	\$0.00	
4.004	Removing Driveways	SF	6457	\$0.40	\$2,582.80	6457	\$2,582.80		\$2,582.80	100.0%	\$0.00	
4.005	Removing Curb and Gutter	LF	3213	\$1.25	\$4,016.25	3213	\$4,016.25		\$4,016.25	100.0%	\$0.00	
6.001	Sanitary Sewer Main 8-Inch	LF	1312	\$25.50	\$33,456.00	1154	\$29,427.00		\$29,427.00	88.0%	\$4,029.00	
6.004	Sanitary Sewer Main, 15-Inch	LF	20	\$38.00	\$760.00	46	\$1,748.00		\$1,748.00	230.0%	-\$988.00	
6.009	Sanitary Sewer Main, 21-Inch	LF	10	\$60.00	\$600.00	8	\$480.00		\$480.00	80.0%	\$120.00	
6.01	Sanitary Sewer Main, 24-Inch	LF	10	\$68.00	\$680.00	19	\$1,292.00		\$1,292.00	190.0%	-\$612.00	
6.006	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	
6.020	Sanitary Manhole Type M	LF	82.13	\$200.00	\$16,426.00	84.59	\$16,918.00		\$16,918.00	103.0%	-\$492.00	
6.03	Manhole Covers Type I (Sanitary)	Each	9	\$410.00	\$3,690.00	9	\$3,690.00		\$3,690.00	100.0%	\$0.00	
6.033	Connect to Existing Sanitary Sewer	Each	7	\$800.00	\$5,600.00	7	\$5,600.00		\$5,600.00	100.0%	\$0.00	
6.050	Sanitary Wye 8"x4", 8"x6"	Each	17	\$85.00	\$1,445.00	21	\$1,785.00		\$1,785.00	123.5%	-\$340.00	
6.080	Maintain Sanitary Sewer Flow	Project	1	\$800.00	\$800.00	1	\$800.00		\$800.00	100.0%	\$0.00	
6.081	Reconnect Existing Sanitary Service	Each	17	\$70.00	\$1,190.00	16	\$1,120.00		\$1,120.00	94.1%	\$70.00	
6.090	Removing Manholes (Sanitary)	Each	6	\$300.00	\$1,800.00	7	\$2,100.00		\$2,100.00	116.7%	-\$300.00	
7.001	Water Main 6-Inch	LF	5	\$145.00	\$725.00	9	\$2,610.00		\$2,610.00	180.0%	-\$116.00	
7.004	Water Main 12-Inch	LF	682	\$36.00	\$24,552.00	669	\$24,084.00		\$24,084.00	98.1%	\$468.00	
7.014	Water Main 4-Inch	LF	10	\$33.00	\$330.00	5	\$165.00		\$165.00	50.0%	\$165.00	
7.009	Water Service Pipe 1-Inch	LF	241	\$14.50	\$3,494.50	275	\$3,987.50		\$3,987.50	114.1%	-\$493.00	
7.013	Hydrant Lead DI, 6-Inch	LF	21.5	\$39.00	\$838.50	18	\$702.00		\$702.00	83.7%	\$136.50	
7.030	Corporation Stop 1-Inch	Each	7	\$180.00	\$1,260.00	7	\$1,260.00		\$1,260.00	100.0%	\$0.00	
7.034	Curb Stop & Box 1-Inch	Each	7	\$160.00	\$1,120.00	7	\$1,120.00		\$1,120.00	100.0%	\$0.00	
7.050	Connect to Existing Water Main	Each	7	\$800.00	\$5,600.00	8	\$6,400.00		\$6,400.00	114.3%	-\$800.00	
7.060	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	
7.063	Gate Valve & Box 12-Inch	Each	3	\$2,500.00	\$7,500.00	3	\$7,500.00		\$7,500.00	100.0%	\$0.00	
7.080	Fire Hydrant	Each	2	\$3,025.00	\$6,050.00	2	\$6,050.00		\$6,050.00	100.0%	\$0.00	
7.082	Water Main Fittings	LB	1414	\$6.00	\$8,484.00	701	\$4,206.00		\$4,206.00	49.6%	\$4,278.00	
7.083	Insulation, 2-Inch	SF	224	\$1.50	\$336.00	512	\$768.00		\$768.00	228.6%	-\$432.00	
7.084	Reconnect Existing Water Service	Each	7	\$70.00	\$490.00	8	\$560.00		\$560.00	114.3%	-\$70.00	
1.00	Adjusting Gate Valve Box	Each	4	\$60.00	\$240.00	4	\$240.00		\$240.00	100.0%	\$0.00	
1.02	Abandon Water Main	Each	2	\$500.00	\$1,000.00	0	\$0.00		\$0.00		\$1,000.00	
1.09	Removing Fire Hydrant	Each	2	\$200.00	\$400.00	2	\$400.00		\$400.00	100.0%	\$0.00	
2.00	Tracer Wire Access Box	Each	18	\$80.00	\$1,440.00	28	\$2,240.00		\$2,240.00	155.6%	-\$800.00	
0.01	Storm Sewer 12-Inch	LF	746	\$20.50	\$15,293.00	630.5	\$12,925.25		\$12,925.25	84.5%	\$2,367.75	
0.02	Storm Sewer 15-Inch	LF	10	\$29.00	\$290.00	0	\$0.00		\$0.00		\$290.00	
0.04	Storm Sewer 6-Inch	LF	15	\$24.00	\$360.00	15	\$360.00		\$360.00	100.0%	\$0.00	
0.030	Connect to Existing Storm Sewer	Each	10	\$500.00	\$5,000.00	9	\$4,500.00		\$4,500.00	90.0%	\$500.00	
0.040	Storm Manhole, Type B	LF	23.61	\$210.00	\$4,958.10	19.54	\$4,103.40		\$4,103.40	82.8%	\$854.70	
0.050	Manhole Covers, Type I (Storm)	Each	6	\$410.00	\$2,460.00	5	\$2,050.00		\$2,050.00	83.3%	\$410.00	
0.052	Inlet Type 3	Each	12.6	\$225.00	\$2,835.00	6.8	\$2,835.00		\$2,835.00	54.0%	\$1,305.00	
0.056	Catch Basin Type 2	VF	39.5	\$185.00	\$7,307.50	40.5	\$7,492.50		\$7,492.50	102.5%	-\$185.00	
0.061	Inlet Cover, Type H	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	Ion	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	3135.5	\$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	10758	\$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
260.070	Pavement Marking Stop Line Epoxy, 4-Inch	LF	126	\$6.40	\$806.40	125	\$800.00	\$800.00	99.2%	\$800.00	\$6.40
260.100	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	Cleaning	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										
3-1	REMOVING CONCRETE PAVEMENT										
3-2	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
3-2	Corporation Stop 2-Inch	LF	9	\$21.00	\$189.00	9	\$189.00	\$189.00	100.0%	\$189.00	\$0.00
3-2	Curb Stop & Box 2-Inch	EA	1	\$240.00	\$240.00	1	\$240.00	\$240.00	100.0%	\$240.00	\$0.00
3-3	Granular Borrow	EA	1	\$350.00	\$350.00	1	\$350.00	\$350.00	100.0%	\$350.00	\$0.00
3-4	Repair Valve Box on Bridge Street	CY	1	\$10.50	\$10.50	192	\$2,016.00	\$2,016.00	#DIV/0!	\$2,016.00	-\$2,016.00
3-5	Hand Formed Curb & Gutter	LS	1	\$275.00	\$275.00	1	\$275.00	\$275.00	100.0%	\$275.00	\$0.00
3-6	Sanitary Sewer Main, 10-Inch	LF	15	\$28.00	\$420.00	15	\$420.00	\$420.00	100.0%	\$420.00	\$0.00
3-7	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	100.0%	\$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

Lou 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 *927.13*
at # 129973

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Chippewa Concrete Services

Signed By: [Signature]

Position: Project Co

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 *11-23-13*
Ch # 131250

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: \$ 2249194

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Sampson Concrete

Signed By: Jarah Madmenf

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: \$ 48,024.60

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Sampson Concrete

Signed By: Susan 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.
City of Chippewa Falls
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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.
City of Chippewa Falls
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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:
6/2/2014

Reporting Year: 2013

Influent Flow and Loading

Questions

1. Monthly average flows and (C)BOD loadings.

Influent No.701	Influent Monthly Average Flow MGD	X	Influent Monthly Average (C)BOD Concentration mg.l	X	8.34	=	Influent Monthly Average(C) BOD Loading, pounds/day
January	1.873	X	209	X	8.34	=	3270
February	1.841	X	240	X	8.34	=	3680
March	1.880	X	246	X	8.34	=	3851
April	2.784	X	194	X	8.34	=	4495
May	3.244	X	147	X	8.34	=	3973
June	2.955	X	177	X	8.34	=	4352
July	2.420	X	204	X	8.34	=	4127
August	2.262	X	204	X	8.34	=	3841
September	2.148	X	226	X	8.34	=	4043
October	2.208	X	252	X	8.34	=	4636
November	2.011	X	206	X	8.34	=	3454
December	1.919	X	220	X	8.34	=	3519

2. Maximum month design flow and design (C)BOD loading.

	Design	X	%	=	% of Design
Max Month Design Flow, MGD	7.18	x	90	=	6.462
		x	100	=	7.18
Design (C)BOD, lbs./day	5330	x	90	=	4797
		x	100	=	5330

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

3.	Number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:				
	Months of Influent Flow	Number of times flow was greater than 90% of design	Number of times flow was greater than 100% of design	Number of times (C)BOD was greater than 90% of design	Number of times (C)BOD was greater than 100% of design
January	1	0	0	0	0
February	1	0	0	0	0
March	1	0	0	0	0
April	1	0	0	0	0
May	1	0	0	0	0
June	1	0	0	0	0
July	1	0	0	0	0
August	1	0	0	0	0
September	1	0	0	0	0
October	1	0	0	0	0
November	1	0	0	0	0
December	1	0	0	0	0
	Points per each exceedance	2	1	3	2
	Exceedances	0	0	0	0
	Points	0	0	0	0
	Total Number of Points				0
4.	Was the influent flow meter calibrated in the last year?				
	<input checked="" type="radio"/> Yes Enter last calibration date, MM/DD/YYYY 12/11/2013				
	<input type="radio"/> No -explain <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
5.	Sewer Use Ordinance				
	<p>5.1 Did your community have a sewer use ordinance that limited or prohibited the discharge of excessive conventional pollutants ((C)BOD, SS, or pH) or toxic substances to the sewer from industries, commercial users, hauled waste, or residences?</p> <input checked="" type="radio"/> Yes <input type="radio"/> No				
	If No, please describe:				

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

5.2 Was it necessary to enforce?

- Yes
 No

If Yes, please describe:

6. Septage Receiving

6.1 Did you have requests to receive septage at your facility?

Septic Tanks	Holding Tanks	Grease Traps
<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

6.2 Did you receive septage at your facility? If yes, indicate volume in gallons

Septic Tanks	Holding Tanks	Grease Traps
<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No
gal	1452995 gal	gal

6.2.1 If yes to any of the above, please explain if plant performance is affected when receiving any of these wastes

Plant performance is not affected.

7. Pretreatment

7.1 Did your facility experience operational problems, permit violations, biosolids quality concerns or hazardous situations in the sewer system or treatment plant that were attributable to commercial or industrial discharges in the last year?

- Yes
 No

If Yes, describe the situation and your community's response:

7.2 Did your facility accept hauled industrial wastes, landfill leachate, etc?

- Yes
 No

If yes, describe the types of wastes received and any procedures or other restrictions that were in place to protect the plant from the discharge of hauled industrial wastes.

COMPLIANCE MAINTENANCE ANNUAL REPORT

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Last Updated:
6/2/2014

Reporting Year: 2013

Influent Flow and Loading (Continued)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD)

Questions

1. Monthly average effluent values, exceedances, and points for (C)BOD:

Outfall No.001	Monthly Average C(BOD) Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average C(BOD) (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5				
February	25	22.5				
March	25	22.5				
April	25	22.5				
May	25	22.5				
June	25	22.5				
July	25	22.5				
August	25	22.5				
September	25	22.5				
October	25	22.5				
November	25	22.5				
December	25	22.5				
Outfall No.004	Monthly Average C(BOD) Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average C(BOD) (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	25	22.5	4	1	0	0
February	25	22.5	5	1	0	0
March	25	22.5	5	1	0	0
April	25	22.5	6	1	0	0
May	25	22.5	4	1	0	0
June	25	22.5	4	1	0	0
July	25	22.5	4	1	0	0
August	25	22.5	4	1	0	0
September	25	22.5	3	1	0	0
October	25	22.5	3	1	0	0
November	25	22.5	3	1	0	0
December	25	22.5	4	1	0	0
* Equals limit if limit is <=10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Effluent Quality and Plant Performance ((C)BOD) (Continued)

	Exceedances	0	0
	Points	0	0
	Total Number of Points		0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>		
2.	If any violations occurred, what action was taken to regain compliance?		
	No violations		
3.	Was the effluent flow meter calibrated in the last year?		
	<p><input type="radio"/> Yes - enter last calibration date, MM/DD/YYYY: </p> <p><input checked="" type="radio"/> No - explain:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Effluent flow meter was adjusted to match Influent Flow Rate.</div>		
4.	What problems, if any, were experienced over the last year that threatened treatment?		
	None		
5.	Other Monitoring and Limits		
	<p>5.1 At any time in the past year was there an exceedance of a permit limit for any other pollutants such as metals, pH, residual chlorine, or fecal coliform?</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div>		
	<p>5.2 At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test?</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px; margin-top: 5px;">Acute and Chronic WET was performed in the 1st quarter, both test passed.</div>		

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Effluent Quality and Plant Performance ((C)BOD) (Continued)

5.3 If the biomonitoring (WET) test did not pass, were steps taken to identify and/or reduce source(s) of toxicity?

- Yes
- No
- NA

Please explain unless not applicable:

--

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Total Suspended Solids)

Questions						
1.	Monthly average effluent values, exceedances, and points for TSS:					
Outfall No 001	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average TSS (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27				
February	30	27				
March	30	27				
April	30	27				
May	30	27				
June	30	27				
July	30	27				
August	30	27				
September	30	27				
October	30	27				
November	30	27				
December	30	27				
Outfall No 004	Monthly Average TSS Limit (mg/L)	90% of Permit Limit >10 (mg/L)*	Effluent Monthly Average TSS (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance	90% Permit Limit Exceedance
January	30	27	5	1	0	0
February	30	27	5	1	0	0
March	30	27	5	1	0	0
April	30	27	8	1	0	0
May	30	27	5	1	0	0
June	30	27	5	1	0	0
July	30	27	5	1	0	0
August	30	27	4	1	0	0
September	30	27	4	1	0	0
October	30	27	3	1	0	0
November	30	27	3	1	0	0
December	30	27	3	1	0	0
* Equals limit if limit is <= 10						
Months of Discharge/yr				12		
Points per each exceedance with 12 months of discharge:					7	3
Exceedances					0	0
Points					0	0

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Total Suspended Solids) (Continued)

	Total Number of Points	0
	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>	
2.	If any violations occurred, what action was taken to regain compliance?	
	No violations.	

Total Points Exceeded	0
Score (100 - Total Points Exceeded)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Effluent Quality and Plant Performance (Phosphorus)

Questions

1. Monthly average effluent values, exceedances, and points for Phosphorus:

Outfall No 004	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1.6	0.5	1	0
February	1.6	0.4	1	0
March	1.6	0.5	1	0
April	1.6	0.6	1	0
May	1.6	0.3	1	0
June	1.6	0.4	1	0
July	1.6	0.8	1	0
August	1.6	0.8	1	0
September	1.6	0.8	1	0
October	1.6	0.4	1	0
November	1.6	1.0	1	0
December	1.6	0.8	1	0
Outfall No.001	Monthly Average phosphorus Limit (mg/L)	Effluent Monthly Average phosphorus (mg/L)	Months of Discharge with a Limit	Permit Limit Exceedance
January	1.6			
February	1.6			
March	1.6			
April	1.6			
May	1.6			
June	1.6			
July	1.6			
August	1.6			
September	1.6			
October	1.6			
November	1.6			
December	1.6			
Months of Discharge/yr			0	
Points per each exceedance with 0 months of discharge:				
Exceedances				0
Total Number of Points				0

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp	Last Updated: 5/21/2014	Reporting Year: 2013
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Effluent Quality and Plant Performance (Phosphorus) (Continued)

	<p>NOTE: For systems that discharge intermittently to waters of the state, the points per monthly exceedance for this section shall be based upon a multiplication factor of 12 months divided by the number of months of discharge. Example: For a wastewater facility discharging only 6 months of the year, the multiplication factor is $12/6 = 2.0$</p>
2.	If any violations occurred, what action was taken to regain compliance?
	No violations.

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Group	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp	Last Updated: 5/21/2014	Reporting Year: 2013
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Biosolids Quality and Management

	Questions	Points				
1.	<p>Biosolids Use/Disposal:</p> <p>1.1 How did you use or dispose of your biosolids?(Check all that apply)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Land Applied Under Your Permit <input type="checkbox"/> Publicly Distributed Exceptional Quality Biosolids <input type="checkbox"/> Hauled to Another Permitted Facility <input type="checkbox"/> Landfilled <input type="checkbox"/> Incinerated <input type="checkbox"/> Other <p>NOTE:If you do not remove biosolids from your system annually, please describe your system type such as lagoons, reed beds, recirculating sand filters, etc, and if biosolids were land applied last year, please also check top box above.</p> <p>1.1.1 If you checked Other, Please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>					
2.	<p>Land Application Site:</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <p style="text-align: center;">Last Year's Approved and Active Land Application Sites</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">2.1.1 How many acres did you have?</td> <td style="width: 50%; padding: 2px;">2.1.2 How many acres did you use?</td> </tr> <tr> <td style="padding: 2px;">2614.70 acres</td> <td style="padding: 2px;">290 acres</td> </tr> </table> </div> <p>2.2 If you did not have enough acres for your land application needs, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	2.1.1 How many acres did you have?	2.1.2 How many acres did you use?	2614.70 acres	290 acres	
2.1.1 How many acres did you have?	2.1.2 How many acres did you use?					
2614.70 acres	290 acres					
	<p>2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?</p> <p><input type="radio"/> Yes(30 points)</p> <p><input checked="" type="radio"/> No</p>	0				
	<p>2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?</p> <p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No (10 points)</p> <p><input type="radio"/> N/A</p>	0				
3.	<p>Biosolids Metals</p> <p>Number of biosolids outfalls in your WPDES permit = 2</p> <p>3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year</p>					
BIOSOLIDS METALS CHARACTERISTICS						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

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Biosolids Quality and Management (Continued)

Outfall:007 - CAKE SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	mg/kg on a dry weight basis												Times Exceeded				
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling		
arsenic		41	75			5.4		<1.8						2.2			<1.7		0	0
cadmium		39	85			.5		.57						.88			.36		0	0
copper		1500	4300			710		710						1300			940		0	0
lead		300	840			15		18						36			31		0	0
mercury		17	57			.53		1.2						.86			1.3		0	0
molybdenum	60		75			55		39						73			56	1		0
nickel	336		420			12		11						24			12	0		0
selenium	80		100			<5.2		6.1						<4.1			<4	0		0
zinc		2800	7500			330		360						620			280		0	0

Outfall:006 - LIQUID SLUDGE

Parameter	80% of Limit	H.Q. Limit	Ceiling Limit	mg/kg on a dry weight basis												Times Exceeded				
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	80% Value	High Quality	Ceiling		
arsenic		41	75																0	0
cadmium		39	85																0	0
copper		1500	4300																0	0
lead		300	840																0	0
mercury		17	57																0	0
molybdenum	60		75															0		0
nickel	336		420															0		0
selenium	80		100															0		0
zinc		2800	7500																0	0

3.1.1 Number of times any of the metals exceeded the high quality limits OR 80% of the limit for molybdenum, nickel or selenium = 10

10

Exceedance Points

○	0	0 Points
●	1-2	10 Points
○	> 2	15 Points

3.1.2 If you exceeded the high quality limits, did you cumulatively track the metals loadings at each land application site? (check applicable box)

0

- Yes
 No (10 points)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

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Biosolids Quality and Management (Continued)

	<input checked="" type="radio"/> NA. Did not exceed limits or no HQ limit applies (0 points) <input type="radio"/> NA. Did not land apply biosolids until limit was met(0 points)																	
	3.1.3 Number of times any of the metals exceeded the ceiling limits = 0	0																
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="3">Exceedance Points</th> </tr> <tr> <td style="text-align: center;"><input checked="" type="radio"/></td> <td style="text-align: center;">0</td> <td style="text-align: center;">0 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">1</td> <td style="text-align: center;">10 Points</td> </tr> <tr> <td style="text-align: center;"><input type="radio"/></td> <td style="text-align: center;">> 1</td> <td style="text-align: center;">15 Points</td> </tr> </table>	Exceedance Points			<input checked="" type="radio"/>	0	0 Points	<input type="radio"/>	1	10 Points	<input type="radio"/>	> 1	15 Points					
Exceedance Points																		
<input checked="" type="radio"/>	0	0 Points																
<input type="radio"/>	1	10 Points																
<input type="radio"/>	> 1	15 Points																
	3.1.4 Were biosolids land applied which exceeded the ceiling limit?	0																
	<input type="radio"/> Yes(20 points) <input checked="" type="radio"/> No (0 points)																	
	3.1.5 If any metal limit (high quality or ceiling) was exceeded at any time, what action was taken? Has the source of the metals been identified?																	
4.	Pathogen Control(per outfall):																	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%;">Outfall Number:</td> <td>007</td> </tr> <tr> <td>Biosolids Class:</td> <td>B</td> </tr> <tr> <td>Bacteria Type and Limit</td> <td></td> </tr> <tr> <td>Sample Dates:</td> <td>01/01/2013 12:00:00 AM - 03/31/2013 12:00:00 AM</td> </tr> <tr> <td>Density:</td> <td></td> </tr> <tr> <td>Sample Concentrator Amount:</td> <td></td> </tr> <tr> <td>Process:</td> <td>ANAER</td> </tr> <tr> <td>Process Description:</td> <td>Anaerobic Digestion at >= 95 F and MCRT >= 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.</td> </tr> </table>	Outfall Number:	007	Biosolids Class:	B	Bacteria Type and Limit		Sample Dates:	01/01/2013 12:00:00 AM - 03/31/2013 12:00:00 AM	Density:		Sample Concentrator Amount:		Process:	ANAER	Process Description:	Anaerobic Digestion at >= 95 F and MCRT >= 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.	
Outfall Number:	007																	
Biosolids Class:	B																	
Bacteria Type and Limit																		
Sample Dates:	01/01/2013 12:00:00 AM - 03/31/2013 12:00:00 AM																	
Density:																		
Sample Concentrator Amount:																		
Process:	ANAER																	
Process Description:	Anaerobic Digestion at >= 95 F and MCRT >= 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.																	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
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Reporting Year: 2013

Biosolids Quality and Management (Continued)

Outfall Number:	007
Biosolids Class:	B
Bacteria Type and Limit	
Sample Dates:	04/01/2013 12:00:00 AM - 06/30/2013 12:00:00 AM
Density:	
Sample Concentrator Amount:	
Process:	ANAER
Process Description:	Anaerobic Digestion at ≥ 95 F and MCRT ≥ 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.
Outfall Number:	007
Biosolids Class:	B
Bacteria Type and Limit	
Sample Dates:	07/01/2013 12:00:00 AM - 09/30/2013 12:00:00 AM
Density:	
Sample Concentrator Amount:	
Process:	ANAER
Process Description:	Anaerobic Digestion at ≥ 95 F and MCRT ≥ 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.
Outfall Number:	007
Biosolids Class:	B
Bacteria Type and Limit	
Sample Dates:	10/01/2013 12:00:00 AM - 12/31/2013 12:00:00 AM
Density:	
Sample Concentrator Amount:	
Process:	ANAER
Process Description:	Anaerobic Digestion at ≥ 95 F and MCRT ≥ 15 days, verified by 30 day rolling average detention time and continuous temperature monitoring.
4.1 If exceeded Class B limit or did not meet the process criteria at the time of land	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

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Reporting Year: 2013

Biosolids Quality and Management (Continued)

	application(40 Points)																																									
	4.1.1 Was the limit exceeded or the process criteria not met at any time? <input type="radio"/> Yes <input checked="" type="radio"/> No If yes, what action was taken? <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																																									
5.	Vector Attraction Reduction(per outfall):0 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Outfall Number:</td><td>007</td></tr> <tr><td>Method Date:</td><td>03/12/2013 12:00:00 AM</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td>VSR</td></tr> <tr><td>Limit (if applicable):</td><td>38</td></tr> <tr><td>Results (if applicable):</td><td>50</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Outfall Number:</td><td>007</td></tr> <tr><td>Method Date:</td><td>05/07/2013 12:00:00 AM</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td>VSR</td></tr> <tr><td>Limit (if applicable):</td><td>38</td></tr> <tr><td>Results (if applicable):</td><td>56</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Outfall Number:</td><td>007</td></tr> <tr><td>Method Date:</td><td>09/17/2013 12:00:00 AM</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td>VSR</td></tr> <tr><td>Limit (if applicable):</td><td>38</td></tr> <tr><td>Results (if applicable):</td><td>55</td></tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Outfall Number:</td><td>007</td></tr> <tr><td>Method Date:</td><td>12/10/2013 12:00:00 AM</td></tr> <tr><td>Option Used To Satisfy Requirement:</td><td>VSR</td></tr> <tr><td>Limit (if applicable):</td><td>38</td></tr> <tr><td>Results (if applicable):</td><td>66</td></tr> </table>	Outfall Number:	007	Method Date:	03/12/2013 12:00:00 AM	Option Used To Satisfy Requirement:	VSR	Limit (if applicable):	38	Results (if applicable):	50	Outfall Number:	007	Method Date:	05/07/2013 12:00:00 AM	Option Used To Satisfy Requirement:	VSR	Limit (if applicable):	38	Results (if applicable):	56	Outfall Number:	007	Method Date:	09/17/2013 12:00:00 AM	Option Used To Satisfy Requirement:	VSR	Limit (if applicable):	38	Results (if applicable):	55	Outfall Number:	007	Method Date:	12/10/2013 12:00:00 AM	Option Used To Satisfy Requirement:	VSR	Limit (if applicable):	38	Results (if applicable):	66	
Outfall Number:	007																																									
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

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Biosolids Quality and Management (Continued)

	5.1 If the limit or criteria was exceeded at the time of land application, 40 point 5.1.1 Was the limit exceeded or the process criteria not met at any time?	0
	<input type="radio"/> Yes <input checked="" type="radio"/> No If yes, what action was taken? <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
6.	Biosolids Storage:10	
	6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?	10
	<input type="radio"/> >+ 180 days (0 points) <input checked="" type="radio"/> 150 - 179 days (10 points) <input type="radio"/> 120 - 149 days (20 points) <input type="radio"/> 90 - 119 days (30 points) <input type="radio"/> < 90 days (40 points) <input type="radio"/> Not Applicable (0 points)	
	6.2 If you check Not Applicable above, explain why. <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
7.	Issues:	
	7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt? <div style="border: 1px solid black; padding: 5px;"> Experienced an issue with decreased dewaterability of our BioSolids, unable to achieve normal solids concentration (>17%). Caused a shortage of storage capacity. We finally found a polymer that produced acceptable results but at twice the dosage/cost. </div>	

Total Points Generated	20
Score (100 = Total Points Generated)	80
Section Grade	C

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants)

	Questions	Points
1.	<p>Was your wastewater treatment plant adequately staffed last year?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> <p>If No, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-bottom: 10px;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
2.	<p>Did your wastewater staff have adequate time to properly operate and maintain the plant and fulfill all wastewater management tasks including recordkeeping?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No. Explain </p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 10px;"></div>	
3.	<p>Did your plant have a <u>documented AND implemented</u> plan for preventative maintenance on major equipment items?</p> <p> <input checked="" type="radio"/> Yes (Continue with questions below) <input type="radio"/> No (40 points and go to question 6) </p> <p>If No, explain:</p> <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 10px;"></div>	0
4.	<p>Did this preventative maintenance program depict frequency of intervals, types of lubrication, and other tasks necessary for each piece of equipment?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No (10 points) </p>	0
5.	<p>Were these preventative maintenance tasks, as well as major equipment repairs, recorded and filed so future maintenance problems can be assessed properly?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> (Paper file system) <input type="radio"/> (Computer program) <input checked="" type="radio"/> (Both Paper and Computer) <input type="radio"/> No (10 points) </p>	0
6.	<p>Did your plant have a detailed O&M Manual that was used as a reference when needed?</p>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Staffing and Preventative Maintenance (All Treatment Plants) (Continued)

	<input checked="" type="radio"/> Yes <input type="radio"/> No		
7.	Rate the overall maintenance of your wastewater plant.		
	<input type="radio"/> Excellent <input checked="" type="radio"/> Very Good <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Poor		
	Describe your rating: <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> We experienced 50% staff turnover over the last 3 years. Some maintenance activities suffered as a result of time spent training in operation of facilities. That training is over and we have been able to refocus on facility maintenance program. Early implementation stages of 5S Principles. </div>		

Total Points Generated	0
Points / 100 (Total Points Generated)	100
Overall Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Operator Certification and Education

	Questions	Points
1.	<p>Did you have a designated operator-in-charge during the report year?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p> <p>Name: <input style="width: 50%;" type="text" value="FRED G HOBBS"/></p> <p>Certification No: <input style="width: 50%;" type="text" value="21312"/></p>	0
2.	<p>In accordance with Chapter NR 114.08 and 114.09, Wisconsin Administrative Code, what grade and subclass(es) were required for the operator-in-charge to operate the wastewater treatment plant and what grade and subclass(es) were held by the operator-in-charge?</p> <p>Required: <input style="width: 80%;" type="text" value="4 - ACEFGIJ; A - PRIMARY SETTLING; C - ACTIVATED SLUDGE; E - DISINFECTION; F - ANAEROBIC DIGESTION; G - MECHANICAL SLUDGE; I - PHOSPHORUS REMOVAL; J - LABORATORY"/></p> <p>Held: <input style="width: 80%;" type="text" value="4 - ACEFGIJ; 2 - D; T - BL; 4 - A=PRIMARY SETTLING GRADE 4; C=ACTIVATED SLUDGE GRADE 4; E=DISINFECTION GRADE 4; F=ANAEROBIC DIGESTION GRADE 4; G=MECHANICAL SLUDGE GRADE 4; I=PHOSPHORUS REMOVAL GRADE 4; J=LABORATORY GRADE 4; 2 - D=PONDS/AERATED LAGOONS GRADE 2; T - B=TRICKLING FILTER/RBC GRADE T; L=ELECTROPLATING/METAL FINISHING GRADE T"/></p>	
3.	<p>Was the operator-in-charge certified at the appropriate level to operate this plant?</p> <p> <input checked="" type="radio"/> Yes (0 point) <input type="radio"/> No (20 points) </p>	0
4.	<p>In the event of the loss of your designated operator-in-charge, did you have a contingency plan to ensure the continued proper operation & maintenance of the plant that includes one or more of the following options (check all that apply):</p> <p>4.1 <input checked="" type="checkbox"/> one or more additional certified operators on staff</p> <p>4.2 <input type="checkbox"/> an arrangement with another certified operator</p> <p>4.3 <input type="checkbox"/> an arrangement with another community with a certified operator</p> <p>4.4</p>	0

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/21/2014

Reporting Year: 2013

Operator Certification and Education (Continued)

	<p><input type="checkbox"/> an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year</p> <p>4.5 <input type="checkbox"/> a consultant to serve as your certified operator</p> <p>4.6 <input type="checkbox"/> None of the above (20 points)</p> <p>Explain: <input style="width: 500px; height: 20px;" type="text"/></p>	
5.	<p>If you had a designated operator-in-charge, was the operator-in-charge earning continuing education credits at the following rates?</p> <p>Grades T, 1, and 2:</p> <p style="padding-left: 20px;"><input type="radio"/> Averaging 6 or more CEUs per year</p> <p style="padding-left: 20px;"><input type="radio"/> Averaging less than 6 CEUs per year</p> <p>Grades 3 and 4:</p> <p style="padding-left: 20px;"><input checked="" type="radio"/> Averaging 8 or more CEUs per year</p> <p style="padding-left: 20px;"><input type="radio"/> Averaging less than 8 CEUs per year</p> <p>Not applicable:</p> <p style="padding-left: 20px;"><input type="radio"/> See Question 1.</p>	

Total Points Available	0
Score (100 = Total Points Available)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/29/2014

Reporting Year: 2013

Financial Management

	Questions	Points						
1.	Person Providing This Financial Information <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Name:</td> <td>Connie Freagon</td> </tr> <tr> <td>Telephone:</td> <td>(715) 726-2743</td> </tr> <tr> <td>E-Mail Address(optional):</td> <td>cfreagon@chippewafalls-wi.gov</td> </tr> </table>	Name:	Connie Freagon	Telephone:	(715) 726-2743	E-Mail Address(optional):	cfreagon@chippewafalls-wi.gov	
Name:	Connie Freagon							
Telephone:	(715) 726-2743							
E-Mail Address(optional):	cfreagon@chippewafalls-wi.gov							
2.	Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ? <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) If No, please explain: <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>	0						
3.	When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2012 <input checked="" type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable (Private Facility)	0						
4.	Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system? <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points)	0						
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)								
5.	Equipment Replacement Funds							
	5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2012 <input checked="" type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input type="radio"/> Not Applicable Explain: <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 20px;"></div>	0						
	5.2 What amount is in your Replacement Fund? <p style="text-align: center;">Equipment Replacement Fund Activity</p>							
	5.2.1 Ending Balance Reported on Last Year's CMAR:	\$2493009						

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/29/2014

Reporting Year: 2013

Financial Management (Continued)

	5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+	\$10,611.00
	5.2.3 Adjusted January 1st Beginning Balance		\$2,503,620.00
	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.)	+	\$200,800.00
	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*)	-	\$0.00
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year		\$2,704,420.00
(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.) *5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>			

	5.3 What amount should be in your replacement fund? (If you had a CWFPP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)		\$2,704,420.00
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	5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)? <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>		
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6. Future Planning

	6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system? <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No											
<table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 15%;">Estimated Cost</th> <th style="width: 25%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Replace existing belt filter press with a centrifuge.</td> <td style="text-align: right;">\$1,000,000.00</td> <td style="text-align: center;">2015</td> </tr> <tr> <td>Replace mechanical bar screen, install septage receiving station.</td> <td style="text-align: right;">\$2,000,000.00</td> <td style="text-align: center;">2016</td> </tr> </tbody> </table>				Project Description	Estimated Cost	Approximate Construction Year	Replace existing belt filter press with a centrifuge.	\$1,000,000.00	2015	Replace mechanical bar screen, install septage receiving station.	\$2,000,000.00	2016
Project Description	Estimated Cost	Approximate Construction Year										
Replace existing belt filter press with a centrifuge.	\$1,000,000.00	2015										
Replace mechanical bar screen, install septage receiving station.	\$2,000,000.00	2016										

	7. Financial Management General Comments: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>		
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/29/2014

Reporting Year: 2013

Financial Management (Continued)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
5/29/2014

Reporting Year: 2013

Financial Management (Continued)

Total Points Generated	0
Score (100 = Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems

	Questions	Points
1.	Do you have a Capacity, Management, Operation & Maintenance (CMOM) requirement in your WPDES permit?	
	<input type="radio"/> Yes <input checked="" type="radio"/> No	
2.	Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
	<input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3.	Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
	<div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: Maintain the sanitary sewer system to prevent sewer backups. The City's goal is to inspect by video camera the 6" to 15" mains of its sanitary sewer system and schedule maintenance activities accordingly. </div> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program 	
	<input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY 05/05/2009 <input checked="" type="checkbox"/> Pretreatment/Industrial control Programs <input checked="" type="checkbox"/> Fat, Oil and Grease control <input checked="" type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input type="checkbox"/> Private lateral inspections/repairs <input type="checkbox"/> Service and management agreements 	
	<input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? <ul style="list-style-type: none"> <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing 	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

- Others:
- Overflow Emergency Response Plan:** Does your emergency response capability include (check only those that you have):
 - Alarm system and routine testing
 - Emergency equipment
 - Emergency procedures
 - Communications/Notifications (DNR, Internal, Public, Media etc)
- Capacity Assurance:** How well do you know your sewer system? Do you have the following?
 - Current and up-to-date sewer map
 - Sewer system plans and specifications
 - Manhole location map
 - Lift station pump and wet well capacity information
 - Lift station O&M manuals
 Within your sewer system have you identified the following?
 - Areas with flat sewers
 - Areas with surcharging
 - Areas with bottlenecks or constrictions
 - Areas with chronic basement backups or SSO's
 - Areas with excess debris, solids or grease accumulation
 - Areas with heavy root growth
 - Areas with excessive infiltration/inflow (I/I)
 - Sewers with severe defects that affect flow capacity
 - Adequacy of capacity for new connections
 - Lift station capacity and/or pumping problems
- Annual Self-Auditing of your O&M/CMOM Program** to ensure above components are being implemented, evaluated, and re-prioritized as needed.
- Special Studies Last Year (check only if applicable):**
 - Infiltration/Inflow (I/I) Analysis
 - Sewer System Evaluation Survey (SSES)
 - Sewer Evaluation and Capacity Management Plan (SECAP)
 - Lift Station Evaluation Report
 - Others:

4. Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:

Cleaning	41	% of system/year
Root Removal	20	% of system/year
Flow Monitoring	0	% of system/year
Smoke Testing	0	% of system/year
Sewer Line Televising	22	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Manhole Inspections	68	% of system/year
Lift Station O&M	100	# per L.S./year
Manhole Rehabilitation	1	% of manholes rehabed
Mainline Rehabilitation	.01	% of sewer lines rehabed
Private Sewer Inspections	0	% of system/year
Private Sewer I/I Removal	0	% of private services
Please include additional comments about your sanitary sewer collection system below:		

5. Provide the following collection system and flow information for the past year:

38.7	Total Actual Amount of Precipitation Last Year
32.1	Annual Average Precipitation (for your location)
77.9	Miles of Sanitary Sewer
13	Number of Lift Stations
0	Number of Lift Station Failure
0	Number of Sewer Pipe Failures
8	Number of Basement Backup Occurrences
10	Number of Complaints
2.296	Average Daily Flow in MGD
3.244	Peak Monthly Flow in MGD(if available)
7.896	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

LIST OF SANITARY SEWER OVERFLOWS (SSO) REPORTED				
	Date	Location	Cause	Estimated Volume (MG)
NONE REPORTED				
<p>** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.</p> <p>What actions were taken, or are underway, to reduce or eliminate SSO occurrences in the future?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
PERFORMANCE INDICATORS				
0.00	Lift Station Failures(failures/ps/year)			
0.00	Sewer Pipe Failures(pipe failures/sewer mile/yr)			
0.00	Sanitary Sewer Overflows (number/sewer mile/yr)			
0.10	Basement Backups(number/sewer mile)			
0.13	Complaints (number/sewer mile)			
1.4	Peaking Factor Ratio (Peak Monthly:Annual Daily Average)			
3.4	Peaking Factor Ratio(Peak Hourly:Annual daily Average)			
6.	Was infiltration/inflow(I/I) significant in your community last year?			
	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year?			
	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 5px;"> Regent Street Lift Station was unable to keep up with I&I, both pumps ran continuously for 3 weeks. Sewer main fully surcharged. Seems to correlate with Chippewa River level. </div>			
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?			
	<div style="border: 1px solid black; padding: 5px;"> About the same. </div>			
9.	What is being done to address infiltration/inflow in your collection system?			
	<div style="border: 1px solid black; padding: 5px;"> Inspecting, televising, documenting suspected problem area for preliminary replacement planning </div>			

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:
6/2/2014

Reporting Year: 2013

Sanitary Sewer Collection Systems (Continued)

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

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 17th day of June, 2014.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

City Clerk

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:

Reporting Year: 2013

WPDES No.0023604

SECTION	GRADING SUMMARY			
	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 TP	A	4.0	3	12
Residuals Mgt	C	2.0	5	10
Process Maintenance & Safety	A	4.0	1	4
Operator Certification	A	4.0	1	4
Financial Management	A	4.0	1	4
Quality of Effluents	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	
<p>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):</p>	
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	
<p>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</p>	

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

Unit Price Progress Estimate

Contractor's Application

For (contract):		Application Number: I																	
MAIN STREET- Chippewa Falls		June 1, 2014																	
Application Period: 4/30/2014 - 5/31/2014		Application Date: June 1, 2014																	
A		B		C		D		E		F		G		H		I		J	
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Previous Applications		This Application		Quantity Completed		Materials Stored		Total Completed & Stored to Date (C+E+G)		% Comp.					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount						
204.003	REM SIDEWALK	6,610.00	0.40			6,600.00	2,640.00	6,600.00	2,640.00			6,600.00	2,640.00	99.8%					
204.004	REM DRIVEWAYS	5,235.00	0.40			5,000.00	2,000.00	5,000.00	2,000.00			5,000.00	2,000.00	95.5%					
204.005	REM C&G	2,641.00	1.00			2,600.00	2,600.00	2,600.00	2,600.00			2,600.00	2,600.00	98.4%					
235.001	8" SAN	1,319.50	23.75			1,320.00	31,350.00	1,320.00	31,350.00			1,320.00	31,350.00	100.0%					
235.006	4-6" SAN LATERALS	1,274.00	21.50			859.00	18,468.50	859.00	18,468.50			859.00	18,468.50	67.4%					
235.020	SAN MH TYPE M	42.18	212.00			42.18	8,942.16	42.18	8,942.16			42.18	8,942.16	100.0%					
235.030	SAN MH COVERS	5.00	600.00			5.00	600.00	5.00	600.00			5.00	600.00	100.0%					
235.033	CONN TO EX SAN	1.00	600.00			1.00	600.00	1.00	600.00			1.00	600.00	100.0%					
235.050	8x4, 8x6 WYES	39.00	53.50			40.00	2,140.00	40.00	2,140.00			40.00	2,140.00	102.6%					
235.080	MAINT SAN FLOW	1.00	1,000.00			1.00	1,000.00	1.00	1,000.00			1.00	1,000.00	100.0%					
235.081	RECONN EX SAN SERVICE	39.00	35.00			39.00	1,365.00	39.00	1,365.00			39.00	1,365.00	100.0%					
235.090	REM SAN MH	5.00	250.00			5.00	1,250.00	5.00	1,250.00			5.00	1,250.00	100.0%					
237.002	6" WM	1,318.00	25.10			318.00	7,981.80	318.00	7,981.80			318.00	7,981.80	24.1%					
237.004	12" WM	6.00	36.50			1.50	54.75	1.50	54.75			1.50	54.75	25.0%					
237.009	1" WTR SERVICE	930.00	21.00			914.00	19,194.00	914.00	19,194.00			914.00	19,194.00	98.3%					
237.013	6" HYD LEAD	23.00	39.60			26.00	1,003.60	26.00	1,003.60			26.00	1,003.60	113.0%					
237.030	1" CORP	37.00	175.00			37.00	6,475.00	37.00	6,475.00			37.00	6,475.00	100.0%					
237.034	1" V&B	37.00	200.00			37.00	7,400.00	37.00	7,400.00			37.00	7,400.00	100.0%					
237.050	CONN TO EX WM	3.00	600.00			4.00	2,400.00	4.00	2,400.00			4.00	2,400.00	133.3%					
237.060	6" VB	7.00	1,080.00			8.00	8,640.00	8.00	8,640.00			8.00	8,640.00	114.3%					
237.063	12" VB	1.00	2,540.00			1.00	2,540.00	1.00	2,540.00			1.00	2,540.00	100.0%					
237.070	MH COVERS TYPE 1	1.00	600.00			1.00	600.00	1.00	600.00			1.00	600.00	100.0%					
237.080	HYDRANTS	2.00	3,450.00			2.00	6,900.00	2.00	6,900.00			2.00	6,900.00	100.0%					
237.082	WM FITTINGS	308.00	8.00			527.00	4,216.00	527.00	4,216.00			527.00	4,216.00	171.1%					
237.084	RECONN EX WTR SERVICE	37.00	45.00			37.00	1,665.00	37.00	1,665.00			37.00	1,665.00	100.0%					
237.090	6" HOT TAP	1.00	2,000.00			1.00	2,000.00	1.00	2,000.00			1.00	2,000.00	100.0%					
237.102	ABANDON WM	4.00	300.00			4.00	1,200.00	4.00	1,200.00			4.00	1,200.00	100.0%					
237.109	REM HYDRANT	2.00	300.00			2.00	600.00	2.00	600.00			2.00	600.00	100.0%					
238.001	TRACER WIRE BOX	36.00	43.00			725.00	14,862.50	725.00	14,862.50			725.00	14,862.50	96.2%					
238.003	18" STORM	10.00	35.00			10.00	350.00	10.00	350.00			10.00	350.00	100.0%					
238.005	27" STORM	20.00	51.50			7.00	360.50	7.00	360.50			7.00	360.50	35.0%					
238.040	CONN TO EX STORM	5.00	300.00			5.00	1,500.00	5.00	1,500.00			5.00	1,500.00	100.0%					

Unit Price Progress Estimate

Contractor's Application

For (contract):		Application Number: 1																			
MAIN STREET - Chippewa Falls		June 1, 2014																			
Application Period: 4/30/2014 - 5/31/2014		Application Date:																			
A		B		C		D		E		F		G		H		I		J			
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	Previous Applications		Quantity Completed This Application		Materials Stored		Total Completed & Stored to Date (C+E+G)		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	% Comp.	
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount										Quantity
258.041	STM MH TYPE B	22.30	275.00			22.00	6,050.00			22.00	6,050.00			22.00	6,050.00			22.00	6,050.00	98.7%	
258.042	STM MH TYPE D	17.39	547.00			17.00	9,299.00			17.00	9,299.00			17.00	9,299.00			17.00	9,299.00	97.8%	
258.050	MH COVERS TYPE 1	6.00	550.00																		
258.056	CATCH BASIN TYPE 2	36.00	207.00			36.00	7,452.00			36.00	7,452.00			36.00	7,452.00			36.00	7,452.00	100.0%	
258.061	INLET COVER TYPE H	9.00	425.00			9.00	3,825.00			9.00	3,825.00			9.00	3,825.00			9.00	3,825.00	100.0%	
258.073	REM INLETS	7.00	150.00			7.00	1,050.00			7.00	1,050.00			7.00	1,050.00			7.00	1,050.00	100.0%	
258.074	REM MH STORM	3.00	250.00			3.00	750.00			3.00	750.00			3.00	750.00			3.00	750.00	100.0%	
259.002	HMA PYMT	779.00	59.85																		
259.018	SAWCUT PYMT	2.00	2.00																		
259.020	1 1/4" BASE	1,404.00	16.00			1300.00	20,800.00			1300.00	20,800.00			1300.00	20,800.00			1300.00	20,800.00	92.6%	
259.022	COMMON EXC	1,872.00	6.00			1872.00	11,232.00			1872.00	11,232.00			1872.00	11,232.00			1872.00	11,232.00	100.0%	
259.051	30" C&G	2,641.00	8.80			2641.00	22,712.60			2641.00	22,712.60			2641.00	22,712.60			2641.00	22,712.60	100.0%	
259.060	4" SIDEWALK	6,610.00	3.20			6610.00	21,152.00			6610.00	21,152.00			6610.00	21,152.00			6610.00	21,152.00	100.0%	
259.064	7" CONC DRIVEWAY	4,798.00	4.00																		
259.070	CURB RAMP	96.00	15.00																		
260.012	EROSION CONTROL	1.00	100.00			0.50	50.00			0.50	50.00			0.50	50.00			0.50	50.00	50.0%	
260.013	TURF ESTABLISH	2,848.00	4.75																		
260.015	CLEARING	266.00	18.00			417.00	7,506.00			417.00	7,506.00			417.00	7,506.00			417.00	7,506.00	156.8%	
260.200	MAIN OF TRAFFIC	1.00	2,800.00			0.50	1,400.00			0.50	1,400.00			0.50	1,400.00			0.50	1,400.00	50.0%	
260.250	SIGNS TYPE II REFL	6.25	22.00																		
260.300	MOVING SIGNS	6.00	50.00																		
260.301	REM SIGN SUPPORT	1.00	25.00																		
260.302	4x6 SIGN POST	1.00	85.00																		
TOTAL							272,977.41				272,977.41				272,977.41				272,977.41		

Unit Price Progress Estimate

Contractor's Application

For (contract):		Rural Street- Chippewa Falls		Application Number: I		June 1, 2014															
Application Period:		4/23/2014 - 5/31/2014		Application Date:		June 1, 2014															
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I		J	
				Previous Applications Quantity	Amount	Quantity	Amount	Quantity Completed This Application	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		Total Completed & Stored to Date (C+E+G)
204.003	REM CONC WALK	15,343.00	0.25			15343.00	3,835.75			15343.00	3,835.75			15343.00	3,835.75			15343.00	3,835.75	100.0%	
204.004	REM CONC DRIVEWAY	1,918.00	0.40			1918.00	767.20			1918.00	767.20			1918.00	767.20			1918.00	767.20	100.0%	
204.005	REM C&G	3,727.00	1.00			3727.00	3,727.00			3727.00	3,727.00			3727.00	3,727.00			3727.00	3,727.00	100.0%	
256.001	8" SAN SWR	1,858.00	23.76			1858.00	44,127.50			1858.00	44,127.50			1858.00	44,127.50			1858.00	44,127.50	100.0%	
256.004	15" SAN SWR	20.00	42.00			17.00	714.00			17.00	714.00			17.00	714.00			17.00	714.00	85.0%	
256.006	4-6" SAN LATERALS	1,551.00	16.50			1274.00	21,021.00			1274.00	21,021.00			1274.00	21,021.00			1274.00	21,021.00	82.1%	
256.020	SAN MH TYPE M	53.24	193.50			53.24	10,301.94			53.24	10,301.94			53.24	10,301.94			53.24	10,301.94	100.0%	
256.030	SAN MH COVERS	9.00	400.00																		
256.031	ADJ MH COVERS	1.00	200.00																		
256.033	CON EX SAN SERVICE	8.00	200.00			8.00	1,600.00			8.00	1,600.00			8.00	1,600.00			8.00	1,600.00	100.0%	
256.030	8x4 & 8x6 SAN WYES	46.00	58.50			44.00	2,574.00			44.00	2,574.00			44.00	2,574.00			44.00	2,574.00	95.7%	
256.080	MAINT SAN SWR FLOW	1.00	100.00			1.00	100.00			1.00	100.00			1.00	100.00			1.00	100.00	100.0%	
256.081	RECON EX SAN SERVICE	46.00	10.00			44.00	440.00			44.00	440.00			44.00	440.00			44.00	440.00	95.7%	
256.090	REM SAN MH	7.00	200.00			7.00	1,400.00			7.00	1,400.00			7.00	1,400.00			7.00	1,400.00	100.0%	
257.002	6" WM	1,883.00	24.53			1983.00	48,642.99			1983.00	48,642.99			1983.00	48,642.99			1983.00	48,642.99	100.0%	
257.009	1" WATER SERVICE	1,220.00	14.00			1575.00	22,050.00			1575.00	22,050.00			1575.00	22,050.00			1575.00	22,050.00	129.1%	
257.011	2" WATER SERVICE	28.00	20.00			25.00	500.00			25.00	500.00			25.00	500.00			25.00	500.00	89.3%	
257.013	6" HYD LEAD	68.00	38.80			51.00	7,905.00			51.00	7,905.00			51.00	7,905.00			51.00	7,905.00	104.1%	
257.030	1" CORP	48.00	155.00			51.00	10,455.00			51.00	10,455.00			51.00	10,455.00			51.00	10,455.00	104.1%	
257.032	2" CORP	2.00	280.00			1.00	430.00			1.00	430.00			1.00	430.00			1.00	430.00	100.0%	
257.034	1" V&B	48.00	205.00			11.00	1,100.00			11.00	1,100.00			11.00	1,100.00			11.00	1,100.00	100.0%	
257.036	2" V&B	11.00	100.00			15.00	17,325.00			15.00	17,325.00			15.00	17,325.00			15.00	17,325.00	100.0%	
257.050	CONN TO EX WM	15.00	1,155.00			6.00	9,200.00			6.00	9,200.00			6.00	9,200.00			6.00	9,200.00	100.0%	
257.060	6" V&B	6.00	3,200.00			1150.00	9,200.00			1150.00	9,200.00			1150.00	9,200.00			1150.00	9,200.00	100.0%	
257.080	HYDRANT	1,150.00	8.00			1328.00	2,656.00			1328.00	2,656.00			1328.00	2,656.00			1328.00	2,656.00	153.7%	
257.082	WM FITTINGS	864.00	2.00			51.00	1,020.00			51.00	1,020.00			51.00	1,020.00			51.00	1,020.00	104.1%	
257.083	2" INSULATION	48.00	20.00			6.00	60.00			6.00	60.00			6.00	60.00			6.00	60.00	100.0%	
257.084	RECON EX WTR SERVICE	6.00	100.00			6.00	600.00			6.00	600.00			6.00	600.00			6.00	600.00	100.0%	
257.100	ADJ V&B	1.00	125.00																		
257.102	ABANDON WM	6.00	10.00																		
257.109	REM HYDRANT	6.00	100.00																		
257.200	TRACER WIRE BOX	85.00	28.00																		
258.001	12" STORM	1,269.00	23.50			1269.00	29,821.50			1269.00	29,821.50			1269.00	29,821.50			1269.00	29,821.50	100.0%	

Unit Price Progress Estimate

Contractor's Application

For (contract):		Rural Street- Chippewa Falls		Application Number: 1									
Application Period:		4/23/2014 - 5/31/2014		Application Date: June 1, 2014									
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	A		D	E	F	G	H	I	J	
				Previous Applications Quantity	Amount								Quantity This Application
258.003	18" STORM	10.00	34.00			658.50	25,977.83				658.50	25,977.83	100.0%
258.004	24" STORM	658.50	38.45										
258.006	30" STORM	10.00	56.50										
258.030	CONN TO EX STORM	12.00	200.00			12.00	2,400.00				12.00	2,400.00	100.0%
258.042	MH TYPE D	17.95	305.00			17.95	5,474.75				17.95	5,474.75	100.0%
258.044	MH TYPE F	10.51	348.00			10.51	3,657.48				10.51	3,657.48	100.0%
258.050	MH COVERS STORM	6.00	400.00										
258.052	TYPE 3 INLET	4.70	185.00			4.70	869.50				4.70	869.50	100.0%
258.056	TYPE 2 CB	69.00	198.00			69.00	13,731.00				69.00	13,731.00	100.0%
258.061	TYPE H INLET COVER	17.00	400.00			17.00	6,800.00				17.00	6,800.00	100.0%
258.071	ADJ MH COVER STORM	1.00	200.00										
258.072	REM 12" PIPE	341.00	2.00			341.00	682.00				341.00	682.00	100.0%
258.073	REM MH STORM	17.00	50.00			17.00	850.00				17.00	850.00	100.0%
259.002	HMA PVMT	3.00	250.00			3.00	750.00				3.00	750.00	100.0%
259.018	SAWCUT PVMT	1,188.00	58.84										
259.020	1 1/4" BASE	450.00	2.00										
259.022	COMMON EXC	2,085.00	16.00			2000.00	32,000.00				2000.00	32,000.00	95.9%
259.031	30" C&G	2,780.00	6.00			2780.00	16,680.00				2780.00	16,680.00	100.0%
259.060	4" SIDEWALK	3,727.00	8.70										
259.064	7" CONC DRIVEWAY	15,843.00	3.00										
259.070	CURB RAMP	1,918.00	4.25										
260.012	EROSION CONTROL	304.00	15.00			0.50	50.00				0.50	50.00	50.0%
260.013	TURF ESTAB	1.00	100.00										
260.015	CLEARING	3,682.00	4.66			588.00	8,820.00				588.00	8,820.00	169.0%
260.200	MAIN OF TRAFFIC	348.00	15.00			0.50	250.00				0.50	250.00	50.0%
260.300	MOVING SIGNS	15.00	500.00										
TOTAL											380,566.44	380,566.44	

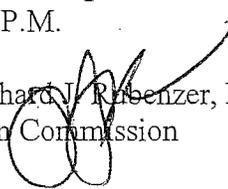
**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, JUNE 9, 2014 – 6:30 PM**

The Plan Commission met in City Hall on Monday, June 9, 2014 at 6:30 P.M. Present were Commissioners Dave Cihasky, Dan Varga, Beth Arneberg, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent were Commissioners Peter Pohl, Mike Tzanakis, Jerry Smith and Alderperson Chuck Hull. Also attending was John Mickesh of Chippewa Surveying.

1. **Motion** by Cihasky, seconded by Hubbard to approve the minutes of the May 12, 2014 Plan Commission meeting. **All present voting aye. Motion carried.**

2. John Mickesh of Chippewa Surveying presented Certified Survey Map #3657, of Lot #1 located in the NW ¼ of the SE ¼ of Section 29, T29N, R8W, in the City of Chippewa Falls, Chippewa County, Wisconsin. The subdivision is allowed under City of Chippewa Falls Municipal Code 18.22 (1)(b). Mr. Mickesh stated that Duane Sonnentag intends to construct an equipment and vehicle storage building on Lot #2 after subdivision and purchase. He continued that Chippewa County would only allow one driveway access to County Highway "S" and that he was working out the final details of where that shared driveway access would be located.
Motion by Hoffman, seconded by Varga to recommend the Common Council approve the resolution concerning Certified Survey Map #3657, of Lot #1 located in the NW ¼ of the SE ¼ of Section 29, T29N, R8W, in the City of Chippewa Falls, Chippewa County, Wisconsin. Said approval contingent upon receipt of the \$100 certified survey map review fee and final placement of the shared driveway easement on the Certified Survey Map. **All present voting aye. Motion carried.**

3. **Motion** by Hubbard, seconded by Varga to adjourn. **All present voting aye. Motion carried.** The Plan Commission adjourned at 6:45 P.M.


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

**MINUTES OF THE PLAN COMMISSION MEETING
CITY OF CHIPPEWA FALLS
MONDAY, MAY 12, 2014 – 6:30 PM**

The Plan Commission met in City Hall on Monday, May 12, 2014 at 6:30 P.M. Present were Commissioners Dave Cihasky, Peter Pohl, Mike Tzanakis, Dan Varga, Beth Arneberg, Alderperson Chuck Hull, Secretary Rick Rubenzer, Vice-Chairperson Tom Hubbard and Mayor Greg Hoffman. Absent was Commissioner Jerry Smith. Also attending: See attached attendance sheet.

1. Motion by Hubbard, seconded by Varga to approve, (with typo correction in motion of item #2), the minutes of the April 7, 2014 Plan Commission meeting. **All present voting aye. MOTION CARRIED.**

2. Kelly Hayes appeared to support her petition, (attached), for a Community Based Residential Facility for elderly and developmentally delayed aged residents over the age of eighteen (18). This is a Special Use Permit in the O-1 office zoning district and is petitioned for parcel number 686 located at #603 Bay Street. Ms. Hayes presented the specific details of the proposal, (attached), for Linden House with the Plan Commission. Commissioner Varga noted that an existing garage had not been razed as listed as a condition of the existing Special Use Permit for the property. Rubenzer stated that since the State of Wisconsin licensed CRBF facilities, employee and building requirements would be set and enforced by the State. Details listed on the petition would be included on the permit. He continued that Inspector Lasiewicz had reviewed the petition and had no concerns about the use. After some additional discussion:
Motion by Hubbard, seconded by Tzanakis to recommend the Common Council conduct a public hearing for a Special Use Permit for a Community Based Residential Facility for elderly and developmentally delayed aged adults over eighteen (18) years old at #603 Bay Street, (parcel #686). Said public hearing to be scheduled upon receipt of the \$300 legal advertising fee and proper notice to adjacent property owners.
All present voting aye. MOTION CARRIED.

3. Motion by Varga, seconded by Hubbard to adjourn. **All present voting aye. MOTION CARRIED.** The Plan Commission adjourned at 6:48 P.M.


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

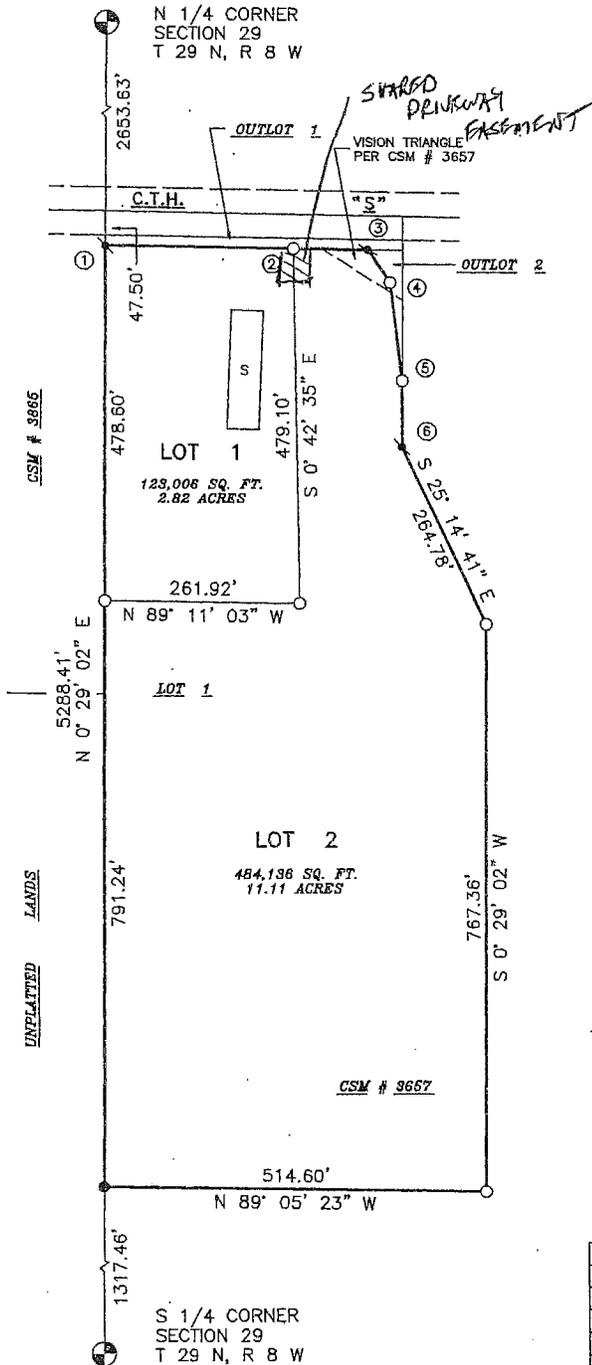
PLAN COMMISSION

ATTENDANCE:

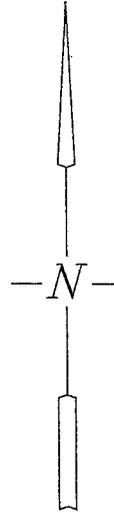
May 12, 2014

Name	Representing	Email	Phone
Kelly Houghs		JRHoughs@gmail.com	
Andy Clay		ajclay333@Aolmail.com	715-579-3497
Mary Clay Saint near For Starting Points			715-579-3674
Mark Fouts	"	Mark@MarkBusiness.com	828-207
KEVIN FEMMER	"	KEVIN@BRATZOK.COM	

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP
 # 3657 IN THE NW 1/4 OF THE SE 1/4 OF SECTION
 29, TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF
 CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE NORTH-SOUTH 1/4 LINE OF SECTION 29, ASSUMED BEARING OF N 0° 29' 02" E.



SCALE : 1" = 200'



LEGEND

- SET 1 1/4" x 24" IRON PIPE WEIGHING 1.68 LBS. / LINEAL FOOT
- ✕ FOUND 3/4" REBAR
- FOUND 1 1/4" IRON PIPE

DATA TABLE

NO.	BEARING	DIST.
1-2	S 89° 15' 52" E	251.93'
2-3	S 89° 15' 52" E	100.00'
1-3	S 89° 15' 52" E	351.93'
3-4	S 34° 26' 57" E	53.94'
4-5	S 6° 54' 53" E	133.39'
5-6	S 0° 42' 28" W	89.72'

I, John D. Mickesh, Registered Land Surveyor, Hereby certify:

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations for the City of Chippewa Falls and under the direction of Louis P. Hebert Jr., I have surveyed, divided, and mapped said parcel of land, that such survey correctly represents all exterior boundaries and the subdivision of the land surveyed and that this land is all of Certified Survey Map # 3657 and # 3438 in the NW ¼ of the SE ¼ of Section 29, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

Commencing at the S ¼ corner of Section 29, thence N 0° 29' 02" E along the west line of the SE ¼, 1317.46 feet to the point of beginning, thence N 0° 29' 02" E 1269.84 feet, thence S 0° 15' 52" E 351.93 feet, thence S 34° 26' 57" E 53.94 feet, thence S 6° 24' 42" E 200.24 feet, thence S 69° 30' 22" E 474.97 feet to the beginning of a meander line which lies 97 feet more or less from the waters edge of the Chippewa River, thence S 34° 54' 53" E 133.39 feet, thence S 0° 42' 28" W 89.72 feet, thence S 0° 29' 02" W 767.36 feet, thence N 89° 05' 23" W 514.60 feet to the point of beginning.

Said parcel is subject to easements and restrictions of record.

City Council Resolution

Resolved that this Certified Survey Map in the City of Chippewa Falls, Louis P. Hebert Jr., owner, is hereby approved by the City Council.

Mayor

Date

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

City Clerk

Date

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

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

FEE \$ 10.00

Application Date: 5-14-14

Town Village City of Chippewa Falls County of Chippewa

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

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

at the premises described below during a special event beginning August 9 and ending Aug 9, 2014 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name BABY BOOMERS

(b) Address 18016 54TH AVE CHIPPEWA FALLS WI 54727
(Street) Town Village City

(c) Date organized 3-1-2002

(d) If corporation, give date of incorporation _____

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

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

President DICK WILLI 723 RAND ST C.F. WI 715-723-8642

Vice President RANDY HUIS 17025 CTY HWY X C.F. 715-828-4053

Secretary TERRI KNUDSON 8881 26TH AVE PO BOX 1712 E.C. WI 715-834-4405

Treasurer GERALD CHENIER 18016 54TH AVE C.F. WI 715-723-0077

(g) Name and address of manager or person in charge of affair: DICK WILLI PRESIDENT 723 RAND ST. C.F. WI 715-723-8642

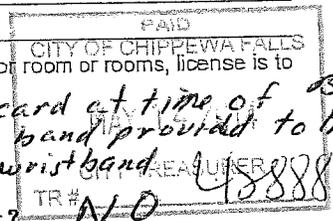
2. LOCATION OF PREMISES WHERE BEER AND/OR WINE WILL BE SOLD:

(a) Street number 221 Edward St JENSEN AVE. C.F. WI 54729 NORTHERN WI. STATE FAIR

(b) Lot _____ Block _____

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

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: All entrants will be card at time of BSM registration and wrist band provided to those 21 and older. Must have wristband to purchase alcohol.



3. NAME OF EVENT

(a) List name of the event BABY BOOMERS REUNION Minors Present? NO

(b) Dates of event & times 8-9-14 12PM - 12AM 8-10-14 Reason for Minors being present: _____

DECLARATION

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

Officer [Signature]
(Signature/date)

Officer [Signature]
(Signature/date)

CHIPPEWA FALLS BABY BOOMERS
(Name of Organization)

Officer Gerald Chenier Treasurer
(Signature/date)

Officer Terri Knudson Secretary
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

AT-315 (R. 5-11)

Wisconsin Department of Revenue

Police Dept Approval: _____

Wendy P. Sk...

Date: 6-13-14

BSM 6/11/14



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>GERALD CHERRIA</i>	Address of Applicant: <i>18016 54th Ave C. F.</i>																	
Name of Premises to be Licensed: <i>No 141 State Fairground</i>	Address of Premises: <i>225 Edward St</i>	Date(s) of Event (Class "E" Licenses only): <i>August 9 2014</i>																
Class of License Applied for:	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual []</td> <td style="padding: 2px; text-align: right;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual []</td> <td style="padding: 2px; text-align: right;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual []</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual []</td> <td style="padding: 2px; text-align: right;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C" []</td> <td style="padding: 2px; text-align: right;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E" <input checked="" type="checkbox"/></td> <td style="padding: 2px; text-align: right;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual []</td> <td style="padding: 2px; text-align: right;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box []</td> <td style="padding: 2px; text-align: right;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual []	\$125.00	Class "B" Annual []	\$80.00	Class "C" Annual []	\$30.00	Class "D" Annual []	\$25.00	Class "D" If holder of Class "C" []	\$10.00	Class "E" <input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual []	\$30.00	Juke Box []	\$30.00 (annual)
Class "A" Annual []	\$125.00																	
Class "B" Annual []	\$80.00																	
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Class "E" <input checked="" type="checkbox"/>	\$10.00/day																	
Live Music Annual []	\$30.00																	
Juke Box []	\$30.00 (annual)																	

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

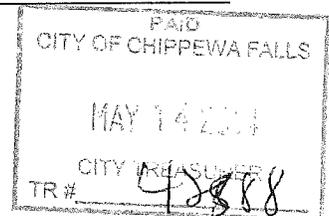
APPLICATION AND REPRESENTATIONS. Each applicant shall represent at the time of application that the premises for the license meets all fire, safety and sanitary requirements of the City Code and the State Department of Health and that the premises comply with any applicable building code requirements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

I have read and understand the above.

Gerald Cheria
Signature of Applicant

MAY 14 2014

Date



Attest *Julia Marshall*
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____

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

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

FEE \$ 10.00

Application Date: 03/10/2014

Town Village City of CHIPPEWA FALLS County of CHIPPEWA

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

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

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

at the premises described below during a special event beginning Aug 9 and ending Aug 9, 2014 ^{2-9p} and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

(a) Name CHIPPEWA FALLS MAIN STREET, INC.

(b) Address 514 NORTH BRIDGE STREET CHIPPEWA FALLS
(Street) Town Village City

(c) Date organized _____

(d) If corporation, give date of incorporation 06/26/1989

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

(f) Names and addresses of all officers:

President MIKE RUFF, 124 EAST ELM ST., CHIPPEWA FALLS, WI 726-2220 (w)

Vice President DEBI WALDUSKY, 345 FRENETTE DR., STE. 5, CHIPPEWA FALLS, WI 6-8923 (cw)

Secretary PAUL WINGER, 603 NORTH BRIDGE ST., CHIPPEWA FALLS, WI 723-9192 (w)

Treasurer JERI MAHER, 212 BAY ST., CHIPPEWA FALLS, WI 726-2500 (w)

(g) Name and address of manager or person in charge of affair: TERI OUIMETTE, 514 NORTH BRIDGE ST.
CHIPPEWA FALLS, WI 715-271-0892 723-6661

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

(a) Street number ALLEN PARK - SOUTH BRIDGE ST., CHIPPEWA FALLS

(b) Lot _____ Block _____

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

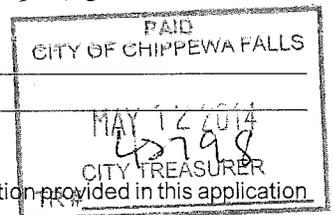
(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: PAVILLION

157M
minors present adults to get wristbands. (21 and over)

3. NAME OF EVENT

(a) List name of the event PURE WATER DAYS DUCK SPLASH FESTIVAL

(b) Dates of event SATURDAY, AUGUST 9, 2014



DECLARATION

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

Officer Michael Ruff
(Signature/date)

CHIPPEWA FALLS MAIN STREET, INC.
(Name of Organization)
 Officer Paul Winger 4-15-14
(Signature/date)

Officer Debi Waldusky
(Signature/date)

Officer Jeri Maher 4/15/14
(Signature/date)

Date Filed with Clerk 4/21/14

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Windy P. Ste A 6-13-14

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

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

FEE \$ 10.00

Application Date: 5/20/14

Town Village City of Chippewa Falls County of Chippewa

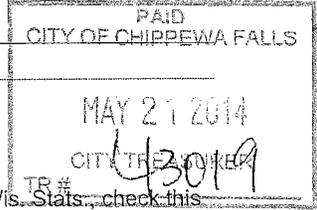
The named organization applies for: (check appropriate box(es))

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

at the premises described below during a special event beginning Fri, Sept. 19 and ending Sun, Sept 21 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

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

- (a) Name Oktoberfest / Chippewa Partners, Inc.
 (b) Address 10 S. Bridge St., Chippewa Falls, WI 54729
(Street) Town Village City
 (c) Date organized 2003
 (d) If corporation, give date of incorporation 1978
 (e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:
 (f) Names and addresses of all officers: (including cell/telephone numbers)
 President Steve Regent, 2393 S. Prairie View Rd. CF 715-828-4189
 Vice President Dorothy Reischel, 18 W Spring St. CF 715-723-3747
 Secretary Mike Jordan, 10 S. Bridge St. CF 715-723-0331
 Treasurer _____
 (g) Name and address of manager or person in charge of affair: Ashley Alderson - 15275 50th Ave, CF 701-200-0350



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

- (a) Street number 331 Jefferson Ave., Northern Wisconsin State Fair Grounds (225 Edward St.)
 (b) Lot _____ Block _____
 (c) Do premises occupy all or part of building? All of Grounds.
 (d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Wine-specific to wine tent only, beer-centric grounds. Reason for Minors being Present? to participate in event - wristbands to those over 21
 Minors Present? _____

3. NAME OF EVENT

- (a) List name of the event Oktoberfest
 (b) Dates of event and times Sept. 19-21 11am-11pm F/S, 10-4p Sunday

DECLARATION

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

Officer Steve Regent
(Signature/date)
 Officer Dorothy A. Reischel
(Signature/date)

Officer Oktoberfest
(Signature/date)
 Officer _____
(Signature/date)

Date Filed with Clerk MAY 21 2014

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Wendy P. Skelton 6-13-14

577m
5/11/14



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: <i>Oktoberfest</i>	Address of Applicant: <i>105 Bridge St., CF.</i>																									
Name of Premises to be Licensed: <i>Northern WI State Fairsgrounds</i>	Address of Premises: <i>225 Edward St.</i>	Date(s) of Event (Class "E" Licenses only): <i>Sept. 19-21.</i>																								
Class of License Applied for:	<table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$125.00	Class "B" Annual	<input type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D" Annual	<input type="checkbox"/>	\$25.00	Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input type="checkbox"/>	\$30.00 (annual)
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Class "E"	<input checked="" type="checkbox"/>	\$10.00/day																								
Live Music Annual	<input type="checkbox"/>	\$30.00																								
Juke Box	<input type="checkbox"/>	\$30.00 (annual)																								

PAID
 CITY OF CHIPPEWA FALLS
 MAY 21 2014
 CITY TREASURER
 TR # *43018*

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Ash
Signature of Applicant

5/21/14
Date

Attest: *Bridget Owens*
City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: DIANNE DAWSON PO Box 126 CF 54729	Applicant Phone Number: 715 288 6805
---	--

<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: CRISTA BECKER CHRIST EPISCOPAL CHURCH 624 BAY ST. CF
--	--

Name of the event: ART ON THE CORNER	Estimated number of persons participating: 100+
--	---

Date and start and end times requested for street use:
8⁰⁰ AM to 5⁰⁰ PM August 9, 2014

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
SPRUCE ST BETWEEN OAKST AND BAY ST

Use, described in detail, for which the street use permit is requested:
FOR CRAFT VENDORS TO PLACE THEIR BOOTHS.

City services requested for the event (e.g., Street Department or Police Department staff time)
BARRIERS FOR BOTH ENDS OF STREET

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.

D. Dawson **6/5/14**

Signature of Applicant Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
**NO POLICE SERVICES REQUIRED - NO CHARGE
NO ST. DEPT / PUBLIC WORKS CHARGES REQD. NO CHARGE OFC**

Requirements of Applicant: **Pick up traffic barricades and cones by 1pm on August 8, 2014 and return on August 10, 2014 by 1pm to City Garage at 5 Birk-Riverside Drive. OFC**

Approved by: **Chief Wally L. Gill** **Richard J. Pelzer, PE 6/12/14**

Signature of Chief of Police Signature of Director of Public Works

Recommendation of Board of Public Works (if required): **n/a** Approved Denied

Decision of City Council (required): Approved Denied



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: TC-TEKS Computers Owner: Todd Welch, Carlos Curz	Address Of Applicant: 224 N. Bridge St, Chippewa Falls, WI 54729
Telephone Number: 715-797-3048	Date And Length Of Time Requested For Use Of Sidewalk: Monday July 7th through Friday July 11th 2014
Description Of The Portion Of Sidewalk To Be Used: Front of building corner of W Grand & N Bridge	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Wind dancer / sky dancer for drawing attention to our grand opening at this location.	

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 on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice of hearing at least 3 days but not more than 30 days from the date and service of the notice and a detailed statement of the facts alleged to constitute any such violation.

Bond Certificate and sketch of area to be used must be attached.

Signature of Business Owner _____

Date Signed _____

6/12/2014

Date of Council Approval _____

HealthMart

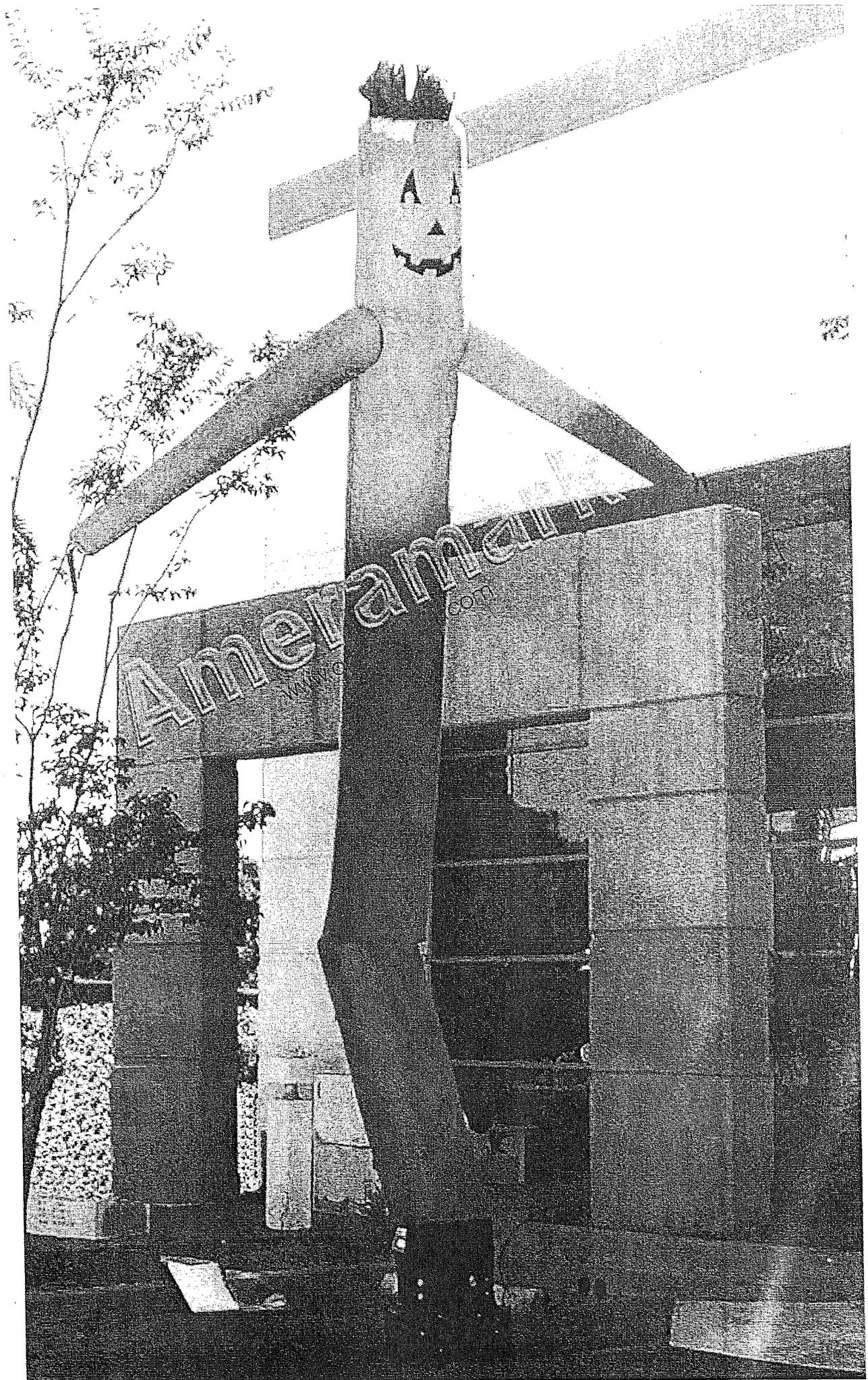


34 Prescriptions
with Preferred
Customer Card

Wind dancer could go in ONE of these positions
Will only have one not two, which ever position is
best out of the way of people and traffic.
Could also go up against building if necessary.

HealthMart also Sundry Street, 2nd St.





City of Chippewa Falls, Wisconsin
2014-2015 Dance License Applications

Class A Annual Dance License

Thomas J Leinenkugel..... 1 Jefferson Avenue & 124 E Elm Street

Class B Annual Dance License

Eugene Beecroft 130 Fleet St
Kevin Bowe 306 N Bridge St
William Gauger 29 E Park Avenue
Ricky Hunt 1009 W Park Avenue
Debra Johnson 3 S High Street
LeRoy Johnson 24 W Spring Street
Dwayne Lambert 1 E Canal St
Bernard LaVelle 353 E Canal St
Wesley Partlo 19 W Central St
Linda Roycraft 104 W Columbia Street
Timothy Swoboda 1200 W River St
David & Cindy Welk 13 W Central St

Class C Annual Dance License

Todd Blaeser 250 W Elm Street
Margo Harshman 1310 E Park Ave
Heather Marble 201 E Canal St

Live Music Annual License

Chippewa Falls Main St..... 514 N Bridge Street

CITY OF CHIPPEWA FALLS, WISCONSIN
LIQUOR LICENSES – July 1, 2014—June 30, 2015
FOR CONSIDERATION AT THE JUNE 17, 2014 COUNCIL MEETING

CLASS “A”/”CLASS A” INTOXICATING LIQUOR AND MALT BEVERAGE LICENSES

Gordy’s Chippewa Foods, Inc. Agt David Schafer (Gordy’s County Market)..... 212 Bay St
T.B.R. LLC, 821 Stanley St, Agt Daniel Reiter (B & G Liquor Warehouse)..... 301 Bay St

CLASS “A” MALT BEVERAGE (BEER) LICENSES

Cenergy LLC 1201 Hastings Way, Eau Claire, Agt Michelle Vincent (Mega Holiday 3716)..... 501 N. Bridge St
Fuel Service DJ’s Mart, LLC, Agt John Salden (DJ’s Mart)..... 337 E Park Ave
J&S Sales of Chippewa Falls, LLC, 310 S Main St, Agt Lynn Glessing (Express Mart)..... 805 N Bridge St
J&S Sales of Chippewa Falls, LLC, 310 S Main St, Agt Ronna Hosig (Express Mart)..... 1456 Kennedy Rd
Kwik Trip, Inc., 1626 Oak St, LaCrosse, Agt Pamela Kind (Kwik Trip 660)..... 503 E Grand Ave
Kwik Trip, Inc., 1626 Oak St, LaCrosse, Agt Tyler Horel (Kwik Trip 381)..... 1010 Woodward Ave
River Country Co-op, Agt Marc Boettcher (Cenex Convenience Store)..... 1080 W. River St
Walgreen Company, 302 Wilmot Rd, Deerfield, IL, Agt Steven Naumann (Walgreens #07966) 849 Woodward Ave

CLASS “B”/”CLASS B” INTOXICATING LIQUOR AND MALT BEVERAGE LICENSES

Michael J. Ballweg, 6228 Co Hwy S, (Tip Top Bar)..... 310 Allen St
Eugene R Beecroft, 3791 Cty K (Irvine Ghost Pub)..... 130 Fleet St
Beverage Properties, LLC Agt Timothy Swoboda (The Lodge) 1200 W River St
Todd Blaeser, 719 Jeffrey Court (West Hill Bar & Grill)..... 250 W Elm St
Cancun Mexican Grill Chippewa Falls, LLC, Agt Alejandro Nunez (Cancun Mexican Grill) 475 Chippewa Mall Dr
Casa Mexicana South LLC, 2464 18th Ave, Rice Lake, Agt Maria Jacinto (Casa Mexicana)..... 324 N Bridge St
Chippewa Valley Cultural Association, Inc., Agt Debra Johnson (Heyde Center for the Arts) 3 S High St
Couwel’s Red Apple, LLC, Agt Dave Welk (Rumor Mill Pub & Eatery) 465 Chippewa Mall Dr
Duncan Creek Wine Bar, LLC, Agt Brenda J Hopkins (Duncan Creek Wine Bar) 213 N Bridge St
Every Buddy’s, LLC, 120 W. Columbia St, Agt Wesley Partlo (Every Buddy’s Bar & Grill)..... 19 W Central St
Falls Bowl, Inc., Agt Steven Radke (Falls Bowl) 9 W Columbia St
The Fill Inn Station of Chippewa Falls, Inc., Agt Linda Roycraft (The Fill Inn Station Saloon & Restaurant)..... 104 W Columbia St
G2 Holdings, LLC, Agt David Gordon (Lucy’s Delicatessen/Foreign 5) 123 N Bridge St
William Gauger, (1st & Goal Saloon) 29 E Park Ave
Glen Loch Saloon, LLC, Agt Wayne Gazzo (Glenloch Saloon) 1300 Jefferson Ave
LeRoy Johnson, 516 Olive St, (LeRoy’s on Spring) 24 W Spring St
Brian Krista, 10834 161st Street (Burly’s) 19 E Canal St
Dwayne Lambert, (Deweys Roadhouse) 1 E Canal St
BJL Enterprises, LLC, Agt Bernard Lavelle (Weekend at Bernie’s)..... 353 E Canal St
Todd Lindstrom, 2917 Short Rd, Eau Claire (The Village Tavern)..... 32 W Spring St
Margo’s Sunbeam Tavern LLC, Agt Margo Harshman (Sunbeam Tavern)..... 1310 E Park Ave
Northfield Restaurant Corporation, 9313E 34th St, Wichita, KS, Agt James Gerlach (Pizza Hut) 225 Prairie View Rd
Park Avenue Hospitality, Inc., Agt Rick Hunt, (Avalon Hotel/Bridgewater Restaurant & Pub)..... 1009 W Park Ave
Tschopp Durch Camastral Co., Inc., 1210 Lowater Rd, Agt Terrence Dunch (Timber Terrace Golf Course) 1117 Pumphouse Rd
Tilden Shire, LLC, Agt Kevin Bowe (Tomahawk Room) 306 N Bridge St
Welks Mellow Days & Easy Nights, E9243 690th Ave, Elk Mound, Agt David Welk (The Snout Saloon) 13 W. Central St

CLASS “B” BEER/CLASS C WINE

Family Dining, Inc., Agt Xin Li, (China Buffet) (beer only)..... 475 Chippewa Mall Drive
Mahli,, Inc. 20690 235th St, Cornell, Agt Terri Wilson (Mahli Thai Asian Cuisine)..... 212 N Bridge St
Sakura WI, Inc., Agt Liwei Liu (Sakura) 360 Chippewa Mall Dr

April 10, 2014

To: Bridget Givens - City Clerk of Chippewa Falls, WI.

From: Karen Mancl - Lessee of Ritz Bar

I Karen Mancl lessee of the "Ritz Bar"

114 W. River Street, Chippewa Falls, WI.,

does hereby relinquish my beer/liquor

license to the city of Chippewa Falls, WI.

effective June 30, 2014.

Karen Mancl

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning 7-1 20 14 ;
ending 6-30 20 15

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

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

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President (Member)	<u>Mary Berg</u>	<u>620 W. Willow</u>	<u>54729</u>
Vice President (Member)	<u>Pale Berg</u>	<u>620 W. Willow</u>	<u>54729</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>Mary Berg</u>	<u>620 West Willow</u>	<u>54729</u>
Directors/Managers			

3. Trade Name The Ritz Business Phone Number 715 726-8710
4. Address of Premises 114 West River St Post Office & Zip Code 54729

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: insert state WI and date 1-22-14 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Bar, Beer Garden, Kitchen, Walk-in-Cooler, basement
10. Legal description (omit if street address is given above): BACK NE Corner (Walk-in-Cooler)
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? Karen Mancel
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of April, 20 14
Bridget N. Givens
(Clerk/Notary Public)

Mary Berg
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Wale R. Berg
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>4/1/14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Bridget N. Givens</u> Wisconsin Department of Revenue
Date license granted	Date license issued	License number issued	

CITY OF CHIPPEWA FALLS

SURRENDER OF LICENSE

This is to advise that, as licensee, I (We) hereby surrender a Combination "Class B" Intoxicating Liquor & Fermented Malt Beverage license for the premise located at 616 N. BRIDGE ST. C.F., on the condition that it be granted to the applicant (future licensee) as described below.

Lanny Komowski, d/b/a Lanny's Town Pump
(Current business owner) (Current business name)
and SERENE INVESTMENTS LLC, as applicant, make a
(Future business owner)

concurrent application for said license.

CURRENT LICENSEE

Signature Lanny Komowski Date 6-30-14

Name Lanny Komowski
Home address 15 Pond St.
City Chippewa Falls WI Zip 54729
Phone (715) 450-2449

APPLICANT - FUTURE LICENSEE

Signature SERENE INVESTMENTS LLC Date 7-1-14

Name PAUL A. PETERS
Home address 141 AMSTAR DR.
City CHIPPEWA FALLS Zip 54729
Phone (715) 225-0144

KOUUED 10 PL 7211/4

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning JULY 1 20 14 ;
ending JUNE 30 20 15

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

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

Applicant's Wisconsin Seller's Permit Number: _____	
Federal Employer Identification Number (FEIN): _____	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$
TOTAL FEE	\$

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

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

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

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

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MANAGER PETERS PAUL ADOLPHUS</u>	<u>141 AMSTAR DR. C.F.</u>	<u>54729</u>
Vice President/Member	<u>SHARON LYNN PETERS</u>	<u>SHARON LYNN 141 AMSTAR DR. C.F.</u>	<u>54729</u>
Secretary/Member	<u>PETERS ALEXIS JAMES</u>	<u>141 AMSTAR DR. C.F.</u>	<u>54729</u>
Treasurer/Member			
Agent ▶	<u>PAUL A. PETERS</u>		
Directors/Managers	<u>PAULA PETERS, SHARON L. PETERS, ALEXIS J. PETERS</u>		

3. Trade Name ▶ TOWN PUMP TAVERS Business Phone Number 715-723-8989
4. Address of Premises ▶ 616 N. BRIDGE ST Post Office & Zip Code ▶ C.F. 54729

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WISCONSIN and date 6-25-07 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 616 N. BRIDGE ST. C.F. FIRST FLOOR

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? TOWN PUMP TAVERN

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 20th day of May, 20 14
Catherine Sumens
(Clerk/Notary Public)
My commission expires 2-14-16

Paul A. Peters
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Sharon Lynn Peters
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
Alexis J. Peters
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	<u>Julie Marshall</u>

CITY OF CHIPPEWA FALLS

SURRENDER OF LICENSE

This is to advise that, as licensee, I (We) hereby surrender a Combination "Class B" Intoxicating Liquor & Fermented Malt Beverage license for the premise located at 201 E. Canal St., on the condition that it be granted to the applicant (future licensee) as described below.

Colleen Johnson, d/b/a Sweeney's
(Current business owner) (Current business name)
and Heather Marble, as applicant, make a
(Future business owner)

concurrent application for said license.

CURRENT LICENSEE

Signature Colleen Johnson Date 6-3-14

Name Colleen Johnson

Home address 20443 Cty Hwy K

City Cornell, WI Zip 54732

Phone (715) 559-8306

APPLICANT - FUTURE LICENSEE

Signature Heather N Marble Date 6-5-14

Name Heather Marble

Home address 4180 135th St

City Chippewa Falls Zip 54729

Phone (715) 559-3239

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning July 1 20 14 ending July 1 20 15

TO THE GOVERNING BODY of the: Town of Village of City of Chippewa Falls
 County of Chippewa Aldermanic Dist. No. _____ (if required by ordinance)

Applied For

Applicant's Wisconsin Seller's Permit Number: _____	
Federal Employer Identification Number (FEIN): _____	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$
TOTAL FEE	\$

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

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

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

An "Auxiliary Questionnaire," Form AT-403, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member <u>Owner</u>	<u>Heather Marble</u>	<u>4888 138th St Chippewa Falls WI 54</u>	
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>Heather Marble</u>		
Directors/Managers			

3. Trade Name Blue Marble Pub Business Phone Number 715 723 9905
 4. Address of Premises 201 E Canal St Chippewa Falls Post Office & Zip Code 54729

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

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 201 E Canal St Chippewa Falls WI 54729

10. Legal description (omit if street address is given above): 201 E Canal St Chippewa Falls WI 54729
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No Beef garden
 (b) If yes, under what name was license issued? Sweeney's
 12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776] Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

SUBSCRIBED AND SWORN TO BEFORE ME
 this 3 day of June, 20 14
Julia Marshall (Clerk/Notary Public)
Heather Marble (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
 My commission expires _____
 _____ (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>6/3/14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Julia Marshall</u>
Date license granted	Date license issued	License number issued	

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2014 ending: 06 30 2015
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: _____	
Federal Employer Identification Number (FEIN): _____	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$ _____
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$ _____
<input type="checkbox"/> Class A liquor	\$ _____
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$ _____
<input checked="" type="checkbox"/> Publication fee	\$ <u>10.00</u>
TOTAL FEE	\$ <u>570.00</u>

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) Home Address Post Office & Zip Code

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company ▶ Sweeney's Bar + Grill
 Address of Corporation/Limited Liability Company (if different from licensed premises) ▶ 201 E. Canal St.

All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:
 Title Name (Inc. Middle Name) Home Address Post Office & Zip Code
 President/Member Colleen Kay Johnson 20443 Cty Hwy K Cornell 54729
 Vice President/Member _____
 Secretary/Member _____
 Treasurer/Member _____
 Agent ▶ _____
 Directors/Managers _____

C. 1. Trade Name ▶ Sweeney's Bar + Grill Business Phone Number (715) 723-9905
 2. Address of Premises ▶ 201 E. Canal St Post Office & Zip Code ▶ 54729

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Upper Floor + Basement
5. Legal description (omit if street address is given above): _____
6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been convicted of any offenses (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
- b. Are charges for any offenses presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No
10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
 this 30th day of April, 2014
Bridget Givens
(Clerk/Notary Public)
 My commission expires _____

Colleen K Johnson
(Officer of Corporation/Member/Manager of Limited Liability Company /Partner/Individual)

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

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

TO BE COMPLETED BY CLERK		
Date received and filed with municipal clerk <u>4/30/14</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk

RENEWAL ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk. Read instructions on reverse side.

For the license period beginning: 07 01 2014 ending: 06 30 2015
(MM DD YYYY) (MM DD YYYY)

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

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

CHECK ONE Individual Partnership Limited Liability Company
 Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number: _____	
Federal Employer Identification Number (FEIN): _____	
LICENSE REQUESTED	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100.00</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input checked="" type="checkbox"/> Class B liquor	\$ <u>450.00</u>
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>10.00</u>
TOTAL FEE	\$ <u>500.00</u>

Complete A or B. All must complete C.

A. Individual or Partnership:
 Full Name(s) (Last, First and Middle Name) Bloms, James Leo Home Address 18453 56th Ave. Chippewa Falls, WI Post Office & Zip Code 54709

B. Full Name of Corporation/Nonprofit Organization/Limited Liability Company James Sheehey House, LLC
 Address of Corporation/Limited Liability Company (if different from licensed premises) 236 W. River St. C.F., WI
 All Officer(s) Director(s) and Agent of Corporation and Members/Managers and Agent of Limited Liability Company:

Title	Name (Inc. Middle Name)	Home Address	Post Office & Zip Code
President/Member	<u>JAMES BLOMS</u>	<u>18453 56th Ave. Chippewa Falls, WI</u>	<u>54709</u>
Vice President/Member			
Secretary/Member			
Treasurer/Member			
Agent	<u>James Bloms</u>		
Directors/Managers			

C. 1. Trade Name The James Sheehey House Business Phone Number 715-296-3483
 2. Address of Premises 236 W. River St. Post Office & Zip Code C.F., WI 54709

3. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No
 4. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Saloon, Restaurant, 3rd Floor Dining, Patio

5. Legal description (omit if street address is given above): _____
 6. a. Since filing of the last application, has the named licensee, any member of a partnership licensee, or any member, officer, director, manager or agent for either a limited liability company licensee, corporation licensee, or nonprofit organization licensee been **convicted of any offenses** (excluding traffic offenses not related to alcohol) for violation of any federal laws, any Wisconsin laws, any laws of other states, or ordinances of any county or municipality? If yes, complete reverse side Yes No
 b. Are **charges for any offenses** presently pending (excluding traffic offenses not related to alcohol) against the named licensee or any other persons affiliated with this license? If yes, explain fully on reverse side Yes No
 7. Except for questions 6a and 6b, have there been any changes in the answers to the questions as submitted by you on your last application for this license? If yes, explain. Yes No
 8. Was the profit or loss from the sale of alcohol beverages for the previous year reported on the Wisconsin Income or Franchise Tax return of the licensee? If not, explain. Yes No
 9. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown under Section A or B above? [phone (608) 266-2776] Yes No
 10. Does the applicant understand that alcohol beverage invoices must be kept at the licensed premises for 2 years from the date of invoice and made available for inspection by law enforcement? Yes No
 11. Is the applicant indebted to any wholesaler beyond 15 days for beer or 30 days for liquor? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.)

SUBSCRIBED AND SWORN TO BEFORE ME
 this 22 day of May, 2014
Julie Marshall
(Clerk/Notary Public)
 My commission expires _____

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

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

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

Date received and filed with municipal clerk <u>May 22, 2014</u>	Date reported to council/board	Date license granted
License number issued	Date license issued	Signature of Clerk / Deputy Clerk <u>Julie Marshall</u>



MINUTES
COMMITTEE #1
REVENUES, DISBURSEMENTS, WATER AND WASTEWATER
JUNE 10, 2014

Committee #1 - Revenues, Disbursements, Water and Wastewater met on Tuesday, June 10, 2014 at 12:30 PM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: George Adrian, Amy Mason, Rob Kiefer, Bill Hicks, Mayor Hoffman.

Others present: Finance Mgr/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, City Clerk Bridget Givens, Police Chief Wendy Stelter, Street & Utility Maintenance Manager Rick Ruf, Transit Program Assistant Cynthia Schmidt, Civil Engineering Tech Todd Berg, Tom Joas.

Call to Order: 12:30 PM

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

1. Discuss purchase of Shared Ride Transit Vehicles. Possible recommendations to the Council. (attachment)

Transit Program Assistant Cynthia Schmidt presented information on a grant the transit program received to purchase vehicles. The total cost for two vehicles is \$65,590. The grant will cover \$51,496 and the City share is \$14,094. Funds to cover the City portion are available from the sale of previous transit vehicles and in the 2014 Transit Budget.

Motion by Mason/Kiefer to recommend the Council authorize the purchase of shared ride transit vehicles with the City portion of \$14,094 coming from previous transit vehicle sale monies and current budget monies. **All present voted aye. Motion carried.**

2. Discuss funding for dog feces signage on Westwood Drive and throughout the City. Possible recommendations to the Council. (attachment)

The Committee discussed issues related to dog feces signage and funding of signs on Westwood Drive and throughout the City. Police Chief Stelter indicated her department has received only one complaint regarding dog feces since January of 2013. Amy Mason questioned what other municipalities do and asked if the City Clerk could send a request to her clerk's network for information on problems and solutions related to dog feces. George Adrian questioned whether we would be looking at City owned property or residential areas as well. Transit Program Assistant Cynthia Schmidt who is also a member of the Happy Tails

Dog Park Board provided a picture of the signs they use at the dog park and indicated the cost is around \$50/sign. Street & Maintenance Manager Rick Ruf indicated the signs would have to be reflective. He estimated the cost to install each sign at approximately \$150 with that amount including labor and materials. Tom Joas reiterated his offer to donate \$100 for signage in the Westwood Drive area. Cynthia Schmidt also offered to donate monies on behalf of the dog park to assist with the cost of signage. The Committee felt more information was needed before making a decision.

Motion by Mason/Kiefer to recommend the Council approve tabling this item until the next Committee #1 meeting. **All present voted aye. Motion carried.**

3. Discuss funding for Fire Department Station Feasibility Study. Possible recommendations to the Council.

Committee #3 and the Council has recommended that a feasibility study be conducted for a new fire department building. Five Bugles Design was the only firm to respond to a request for quotes to complete this study and gave a presentation to Committee #3 on May 20th. The cost of the study will be \$18,300 and funds are available from City land sales.

Motion by Mason/Kiefer to recommend the Council authorize funding in the amount of \$18,300 with additional expenses contingent on findings as detailed in the attached quote document. **All present voted aye. Motion carried.**

4. Discuss sale of City lots. Possible recommendations to the Council. (attachment)

Mayor Hoffman indicated Mark Mueller has an interest in purchasing City property located by the dog park. No water or sewer are currently available at the site. Civil Engineering Tech Todd Berg indicated the approximate cost to install both would be close to \$80,000. Mayor Hoffman indicated Mr. Mueller would like to build duplexes on the property. The property is currently zoned single family residential and duplexes would require a zoning change. The Committee decided they need the value of the property and asked Finance Manager Bauer to contact a realtor to get an appraisal of the property or a fair market analysis.

Motion by Kiefer/Mason to recommend the Council approve getting an appraisal/fair market analysis of the City property located near the dog park. **All present voted aye. Motion carried.**

5. Adjournment

Motion by Mason/Kiefer to adjourn at 1:14 PM. **All present voted aye. Motion carried.**

Minutes submitted by,
Lynne Bauer, Finance Manager/Treasurer

**CFSRT - 2014 (2) Rearload Accessible Minivans, Dodge
Grand Caravan SE, Conversion by BRAUN**

\$ For Two Vehicles	\$ 65,590
Section 5339 Grant	\$ 51,496
Local Share	\$ 14,094



Minutes
Committee #3

Transportation, Construction, Public Safety and Traffic

Committee #3 met Tuesday, May 20, 2014 at 10:30 am in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI.

Council/Committee Members present: Mike Hanke, Bill Hicks, Amy Mason, George Adrian, and Mayor Hoffman.

Others present: Finance Manager/Treasurer Lynne Bauer, Utilities Office Manager Connie Freagon, Fire Chief Mike Hepfler, Police Chief Wendy Stelter, Assistant City Engineer Matt Decur, City Clerk Bridget Givens, Tom Joas, Julie Joas, Ralph Cushman, and representatives of Five Bugles Design Steven Gausman, Ed Mischefske, and Jon Schwichtenberg.

The meeting was called to order at 10:30 am.

Motion by Hicks/Hanke to consider Item #5 first. All present voting aye, motion carried.

- * 5. Discuss dog feces issue on Westwood Drive and throughout the City of Chippewa Falls. Possible recommendations to the Council.**

Tom Joas, 605 Westhaven Road, appeared to advise the Committee of an issue with dog feces on city-owned property near the middle school and water tower. He inquired if there is a city ordinance which requires owners to pick up after their dogs, which Councilor Hanke advised there is such ordinance. Mr. Joas further stated there are garbage cans in that area where individuals could dispose of the excreta and questioned if signage could be placed advising of the ordinance and possible fine information. Mr. Joas also stated he would be willing to donate \$100 towards the installation of the signs.

Motion by Hicks/Hanke to recommend this item be referred to Committee #1 for funding consideration. All present voting aye, motion carried.

- 1. Fire Department Station Feasibility Study presentations and subsequent discussion. Possible recommendations to the Council.**

Finance Manager/Treasurer Bauer shared that the Request for Feasibility Study was distributed to four different firms, but we only heard back from Five Bugles Design.

The representatives of Five Bugles Design provided an overview of their company, the project approach, and their relevant experience. They advised the Committee that site acquisition will be the largest hurdle as the City will need roughly 2.5 acres for a two-story building. Councilor Hanke expressed concern that the City currently services townships which could change in the future. Mr. Schwichtenberg advised that once the GIS model is set, they can look at any scenario we want for site location analysis.

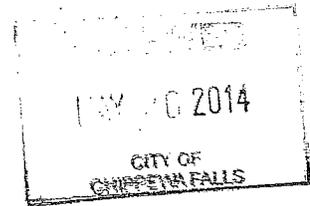
Councilor Hicks discussed the ability for future expansion to include the Police Department in the same location to offer a joint public safety building. This may be a consideration as we move forward.

Motion by Hicks/Hanke to recommend hiring Five Bugles Design pending review by Committee #1 for possible funding sources. All present voting aye, motion carried.



Banbury Place Building D04, Suite 202, Mailbox 2
800 Wisconsin Street Eau Claire, WI 54703-4850
715.832.4848
Fax 714.514.1860
FiveBuglesDesign.com

Monday, May 05, 2014



City of Chippewa Falls
Lynne Bauer, Finance Manager/Treasurer
30 West Central Street
Chippewa Falls, WI 54729

Re: City of Chippewa Falls Request for Feasibility

Dear Ms. Bauer,

I am pleased to present you with the attached sealed fee proposal in response to your official request.

Five Bugles Design respectfully requests a lump sum fee of \$18,300 to provide the scope of work identified in your RFP and discussed in detail in our Statement of Qualifications.

For a study of this nature, reimbursable expenses would be limited to printing costs and would be largely determined by the City's needs. We would be happy to extend a not to exceed fee of \$500, based on not exceeding 20 copies of the final report. Other typical reimbursements such as soil and material testing, site surveys and environmental reports are outside the project scope as we understand it. Mileage, lodging and meals, while frequently a reimbursable expense, will be covered under our lump sum basic fee umbrella.

A typical hourly rate sheet has been attached, per your request.

Our firm prides itself on not "nickel and diming" clients with change of scope fee requests. To that end, we have not listed any anticipated additional fees.

Voluntary Alternate #1: Possible Funding Sources

Five Bugles Design has considerable experience in grant writing for the Fire Service Industry. We provide these services as a matter of course and they are included in our basic fee. There will be no additional charge for Voluntary Alternate #1.

Thank you for the opportunity to submit this proposal. Should you need any additional information or have questions, please contact me at 715-832-4848, cell: 715-271-9343, or email sgausman@fivebuglesdesign.com

Respectfully Submitted,

Steve Gausman
Owner-Principal
Five Bugles Design

RATE SCHEDULE
Effective Through December 31, 2014



Principal	\$160
Architect	\$140
Senior Emergency Services Specialist	\$140
Project Manager II	\$110
Project Manager I	\$90
Design Technician III	\$90
Design Technician II	\$85
Design Technician I	\$75
Student Intern	\$50
Administrative Manager	\$75
Administrative Assistant	\$60

Hourly rates are arrived at by adding to the employee's direct hourly payroll rate costs such as: unemployment taxes, social security taxes, insurance benefits, vacation and holiday pay, plus a reasonable margin for overhead, contingencies, interest on invested capital, readiness to serve and profit.

Reimbursable Expenses

Colored Prints – E Size	\$5.10 each
Black & White Prints – E Size	\$4.10 each
Colored Prints – D Size	\$4.60 each
Black & White Prints – D Size	\$3.60 each
Colored 11 x 17 Copies	\$2.10 each
Black & White 11 x 17 Copies	\$0.60 each
Colored 8 ½ x 11 Copies	\$1.10 each
Black & White 8 ½ x 11 Copies	\$0.35 each
Mileage	\$0.565 per mile
Airfare	Charged at cost
State Permits & Local Fees	Charged at cost
Per Diem	\$150 per day

GARDEN ST.

PROP. SEWER AND WATER

6

5

4

FOR SALE

2

1

CHIPPEWA CROSSING

PROP. SEWER AND WATER



2.56 ACRES

DOG PARK

SOUTH AVE

ALEXANDER ST.

ESTIMATE

Project: Garden-Chippewa Crossing Utility Extension

Date: 6/9/2014 Completed By: TMB

CL Length =

Item Number	Item Description	Unit	Est. Quantity	Unit Cost	Total
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Sanitary Sewer and Related Items

256.001	Sanitary Sewer Main 8-Inch	LF	570	\$ 30.00	\$ 17,100.00
256.020	Sanitary Manhole Type M	VF	48	\$ 225.00	\$ 10,800.00
256.030	Sanitary Manhole Cover	Each	6	\$ 500.00	\$ 3,000.00
256.033	Connect to Existing Sanitary Sewer	Each	1	\$ 500.00	\$ 500.00

Sanitary Subtotal					\$ 31,400.00
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Water Main and Related Items

257.002	Water Main, 6-Inch	LF	542	\$ 30.00	\$ 16,260.00
257.013	Hydrant Lead 6-Inch D.I.	LF	10	\$ 35.00	\$ 350.00
257.050	Connect to Existing Water Main	Each	1	\$ 1,000.00	\$ 1,000.00
257.060	Gate Valve & Box 6-Inch	Each	2	\$ 1,500.00	\$ 3,000.00
257.080	Fire Hydrant	Each	1	\$ 3,500.00	\$ 3,500.00
257.082	Water Main Fittings	LB	200	\$ 8.00	\$ 1,600.00
257.090	6-Inch Hot Tap	Each	1	\$ 1,000.00	\$ 1,000.00

Water Main Subtotal					\$ 26,710.00
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Storm Sewer and Related Items

258.001	Storm Sewer, 12-Inch	LF	20	\$ 30.00	\$ 600.00
258.030	Connect to Existing Storm Sewer	Each	1	\$ 500.00	\$ 500.00
258.052	Inlet Type 3	LF	3	\$ 250.00	\$ 750.00
258.073	Removing Inlets	Each	1	\$ 200.00	\$ 200.00

Storm and Related Items Subtotal					\$ 2,050.00
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Street Construction and Related Items

204.005	Remove Curb and Gutter	LF	80	\$ 3.00	\$ 240.00
259.002	HMA Pavement Type E-1	Ton	30	\$ 70.00	\$ 2,100.00
259.018	Sawcut Pavement	LF	120	\$ 2.00	\$ 240.00
259.020	Base Aggregate Dense 1 1/4-Inch	CY	50	\$ 17.00	\$ 850.00
259.022	Common Excavation	CY	60	\$ 7.00	\$ 420.00
259.050	Mobilization	Each	1	\$ 1,000.00	\$ 1,000.00
259.051	Concrete Curb and Gutter 30-Inch Type D	LF	80	\$ 20.00	\$ 1,600.00
260.013	Turf Establishment	SY	900	\$ 5.00	\$ 4,500.00

Street Construction and Related Subtotal					\$ 10,950.00
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Total	\$ 71,110.00
Contingencies (10%)	\$ 7,111.00
Estimate Total	\$ 78,221.00

This estimate includes:

- 1)
- 2)
- 3)
- 4)
- 5)

The estimate may be reduced if we got DNR approval to install sanitary and water mains in same trench.



PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, June 10, 2014

1. Call to order by Beth Arneberg at 6:00 p.m.
Roll Call: Members Present: Audrey Stowell, Dale Berg, Beth Arneberg, Heidi Hoekstra, Rob Kiefer, Carmen Muenich, and Nate Sykora.
Department Staff present: Dick Hebert and Tommy Eisenhauer.
2. Approval of May 13, 2014, Minutes: **Motion by Carmen Muenich/Heidi Hoekstra, to approve the May 13, 2014, minutes.** Motion carried.
3. Personal Appearances By Citizens. None.
4. Election of Officers:
 - a. President. Motion by Carmen Muenich / Dale Berg to nominate and cast a unanimous ballot for Beth Arneberg as President. No other nominations. Nominations closed. Motion carried.
 - b. Vice President. Motion by Heidi Hoekstra / Rob Kiefer to nominate and cast a unanimous ballot for Dale Berg as Vice President. No other nominations. Nominations closed. Motion carried.
 - c. Secretary. Motion by Beth Arneberg / Heidi Hoekstra, to nominate and cast a unanimous ballot for Audrey Stowell as Secretary. No other nominations. Nominations closed. Motion carried.
5. Discuss/consider Special Event Applications.
 - a. *Grill Out for Indian Orphanage – June 19, 2014.* Chelsea Anderson and Amanda Fay are volunteering at an orphanage in India and holding a grill out fundraiser on Thursday, June 19, at Flag Hill. **Motion by Carmen Muenich / Heidi Hoekstra to approve the application with appropriate fees.**
 - b. *Special Event Renewals.* Walk to End Alzheimer's and Down Syndrome Awareness Walk have filed special event applications to host this year's events . These are repeat events. **Motion by Rob Kiefer / Beth Arneberg to approve the special event applications as presented.**
6. Discuss/Consider.
 - a. Director's Report. Dick Hebert reports on converting the tennis courts at Buchanan Park into pickle ball courts He has contacted Senn Blacktop, who has recommended removal of existing asphalt and paving new. The cost would be \$17,580. They also discussed doing the same at the basketball courts for a cost of \$11,054. Dick indicates we would need to color-coat and line both courts and take care of fencing for an additional

cost. Dick reports discussions are taking place for color coating the skateboard park as well.

Dick also indicates that the donor for the walking bridge near Kell's Corner has contacted him regarding donating to the Welcome Center project instead.

b. Recreation Report.

Tommy Eisenhauer reports that the pool opened on Saturday. It was not a good day due to weather but Sunday was a very good day. The Tots programs have kicked off; many other recreation programs starting soon. Many of last year's workers have returned this year.

7. Approve Claims. **Motion by Rob Kiefer/Dale Berg, to approve claims of \$24,558.03.** Motion carried.
8. Board Member comments or concerns. Arneberg comments about the use and condition of the ball field at Marshall Park. Hoekstra asks about the Splash Pad. Dick reports that the outside sprayers have now been changed, reducing water usage to 50%. Hopefully, this will make it easier to maintain. Hoekstra asks about the sale of south side park. Dick reports that the City Attorney will be looking at it. Discussion regarding moving playground equipment to the playground on Grand Avenue. Muenich indicates he would like a zoo / park report on the agenda each month. He also wonders about signage identifying new animals. Dick reports Jennifer has ordered signage. Arneberg asks for an update on the capital campaign; Dick indicates committee work is starting. Crescendo will be making a presentation to the Committee of the Whole on June 18th at 10:00 a.m. Dick & Rob will be there. Beth will also try to attend.
9. Adjournment. **Motion by Muenich/Hoekstra, to adjourn at 6:40 p.m.** Motion carried.

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
May 14, 2014**

1. Call to Order

Meeting was called to order by President Bob Hoekstra at 5:00 P.M.

2. Roll Call of Members

Members Present: Ambelang, Hicks, Hoekstra, King, Rasmus, Russell, Miller arrived at 5:08 P.M.
Others Present: Director Virginia Roberts; Confidential Administrative Assistant Deb Braden

3. Approval of Agenda

Motion by King to approve the agenda, seconded by Rasmus. All present voting Aye. Motion carried.

4. Disposition of Minutes of Regular Meeting of April 9, 2014 Board Meeting

Motion by King to approve the minutes of the regular meeting of the library board held April 9, 2014, seconded by Russell. All present voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2014 budget after May 20, 2014.

Motion by Russell, seconded by King to approve payment of vouchers to be paid from the 2014 budget for after May 20, 2014. All present voting Aye. Motion carried.

6. Public appearances by citizens.

None.

7. Correspondence

Virginia received a quote from Korgers to replace the stair treads. The treads on the stairs are peeling and are becoming a safety risk for patrons. She also received a quote to replace the tile in the break room. This would be replaced with a in stock remnant. She also sent around the room copies of the different articles that appeared in the Chippewa Herald Telegram regarding Free Comic Day in which 150 participants took part and the Library presenting author Victoria Houston. She also presented the signed Proclamation by the Mayor for the World Book Night held recently. A flyer for the 35th Anniversary of IFLS was also shared with the board.

8. Management Report

The management report was presented by Virginia. She highlighted that the last of the original shelves was finished and would be returned to the library on Thursday. The new website will be completed by the end of the month and should be up and running. Virginia attended a publishing conference and was able to collect a number of free books from attending publishers. She was able to get a number of comic books for the Free Comic Day. June 17th Kicks off the Summer Reading Program. Statistics continue to climb especially on the use of computers. The new computers with increased speed has brought in more patrons to use the computers. There are less problems with computers freeing up the reference staff to work on other problems like troubleshooting printers.

9. Committee reports

a) Fines and Fees Schedule

The addendum 1 of Schedule of Chippewa Falls Public Library Fines and Fees was presented. The addendum was devised to make it easier to update the different fines and fees within the Library Policies and Facilities. It also shows what the different departments are charging for materials. Recommendation was made by Hoekstra to amend the charge of library cards to a flat \$2.00 for both key cards and basic

cards. Motion made by Hoekstra, seconded by Rasmus to change fees for replacement cards to a flat \$2.00 and to add an effective date on the addendum 1. All present voting Aye. Motion carried.

b) Recommendation of late and no pick up fees on WISCAT ILL materials.

Virginia mentioned that Eau Claire charges \$1 per day fine for no pick up fees. There are problems for up picked up materials since it costs postage to send the materials and work to process the materials. Suggestion was made to have the Policy and Facilities Committee meet before the next board meeting and work on a recommendation regarding this issue.

10. Closed Session under WI Statutes 19.859(1)(c) "Considering employment, promotion, compensation or performance evaluation data of any public employment over which the governmental body has jurisdiction or exercises responsibility." to:

a) Director's 1 year evaluation

Motion made by King, seconded by Hicks to go into Closed Session under WI Statutes 19.859(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employment over which the governmental body has jurisdiction or exercises responsibility." to do the Director's 1 year evaluation with just Board of Trustees present. All present voting Aye. Motion carried.

11. Will return to open session

Motion made by King, seconded by Miller to return to open session. All present voting Aye. Motion carried.

12. Current Business

a) Research on patrons with no ID

Virginia discussed the issue with patrons with no ID with a couple of libraries. The concern is the Amish which have no photo ID due to religious issues. Eau Claire takes the fishing/hunting licenses as identification and also sends out a postcard to verify address which the patron brings back to the library. We have not have any issues with the Amish at the Chippewa Falls Library at this time we have only had Mennonites come into the Library.

13. Announcements

a) Nothing

14. Items for future Consideration

Update on the Project WIN. Union negotiations contact Dinkle-Smith to come to next closed session Board Meeting.

Motion by King, seconded by Russell to adjourn. All present voting Aye. Motion carried.
Meeting adjourned at 6:10 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

ORDINANCE 2014-15

AN ORDINANCE REVISING §23.09 OF THE
CHIPPEWA FALLS MUNICIPAL CODE TO
CHANGE THE APPEAL BODY FROM THE GAS
APPEAL BOARD TO COMMITTEE #3 AND
ALLOWING FOR THE MEETING TIME TO
COMPLY WITH THE STATE'S OPEN
MEETING NOTICES

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

1. That §23.09 of the Chippewa Falls Municipal Code which presently provides as follows:

23.09 APPEALS.

Any person directly interested who is aggrieved by any decision of the Inspector, or any requirement resulting from the enforcement of this chapter, may appeal such decision to the Gas Appeal Board. The appeal shall be made by the person aggrieved upon service of a written notice of such an appeal to the Inspector within 48 hours after the decision appeal is made. The Gas Appeal Board shall meet within 48 hours after service of such notice, and shall render its decision as soon as practical. The aggrieved party may present his own case to the Board or may have the assistance of legal counsel. An appeal from the decision of the Board to the Council may be made within 10 days thereafter upon written notice served upon the City Clerk.

be amended to provide as follows:

23.09 APPEALS.

Any person directly interested who is aggrieved by any decision of the Inspector, or any requirement resulting from the enforcement of this chapter, may appeal such decision to City Committee #3. The appeal shall be made by the person aggrieved upon service of a written notice of such an appeal to the Inspector within 48 hours after the decision to appeal is made. City Committee #3 shall meet and shall render its decision as soon as practical, giving due regard to open meeting notice requirements. The aggrieved party may present his own case to Committee #3 or may have the assistance of legal counsel. An appeal from the decision of Committee #3 to the Council may be made within 10 days thereafter upon a written notice served upon the City Clerk.

DATED this _____ day of _____, 2014

ALDERPERSON: _____
William Hicks, Council President

FIRST READING: _____

SECOND READING: _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

**A RESOLUTION ADOPTING
Chippewa Falls Shared Ride Transit Program
Federal Transit Administration (FTA)
TITLE VI Plan**

WHEREAS, The City of Chippewa Falls, Wisconsin, is a recipient of Federal Transit Administration (FTA) grant dollars, either directly from FTA, or through the Wisconsin Department of Transportation (WisDOT).

WHEREAS, the City of Chippewa Falls shall comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.D. 2000d) and the U.S. Department of Transportation implementing regulations.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Chippewa Falls hereby approves the Shared Ride Transit Program TITLE VI Plan, which complies with the Civil Rights Act of 1964 and the United States Department of Transportation implementing regulations.

Dated this 17th day of June, 2014.

Council President

ADOPTED : June 17, 2014

APPROVED: _____
Mayor Gregory Hoffman

ATTEST: _____
Bridget Givens, Clerk

RESOLUTION NO. 2014-28

RESOLUTION AWARDING THE SALE OF \$4,135,000
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2014A

WHEREAS, on May 20, 2014, the Common Council of the City of Chippewa Falls, Chippewa County, Wisconsin (the "City") adopted initial resolutions authorizing the issuance of general obligation bonds in the following amounts and for the following public purposes: in an amount not to exceed \$1,245,000 for street improvement projects; in an amount not to exceed \$560,000 for sewerage projects (collectively, the "Initial Resolutions"); and in an amount not to exceed \$2,330,000 for refunding obligations of the City, specifically, the 2015 through 2025 maturities of the General Obligation Refunding Bonds, Series 2006A, dated August 9, 2006 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, pursuant to the provisions of Section 67.05, Wisconsin Statutes, within 15 days following the adoption of the Initial Resolutions, the City Clerk caused a notice to electors to be published in the Chippewa Herald, stating the purpose and maximum principal amount of the bond issues authorized by the Initial Resolutions and describing the opportunity and procedure for submitting a petition requesting a referendum on the bond issues authorized by the Initial Resolutions;

WHEREAS, to date, no petition for referendum has been filed with the City Clerk, and the time to file such a petition shall expire on June 19, 2014;

WHEREAS, on May 20, 2014, the Common Council of the City also adopted a resolution entitled: "Resolution Providing for the Sale of \$4,135,000 General Obligation Corporate Purpose Bonds", providing that the general obligation bond issues authorized be combined, issued and sold as a single issue of bonds designated as "General Obligation Corporate Purpose Bonds" (the "Bonds") for the purpose of paying the cost of the projects described in the Initial Resolutions (the "Project") and the Refunding;

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Bonds;

WHEREAS, Ehlers, in consultation with the officials of the City, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on June 17, 2014;

WHEREAS, the City Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on June 17, 2014;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation");

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the City. Ehlers has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference; [and]

[WHEREAS, the Common Council now deems it to be necessary, desirable and in the best interest of the City that the Bonds be issued in the aggregate principal amount of \$4,135,000 for the following purposes and in the following principal amounts: \$1,245,000 for the public purpose of paying the cost of street improvement projects; \$560,000 for the public purpose of paying the cost of sewerage projects; and \$2,330,000 for the public purpose of paying the cost of refunding the Refunded Obligations.]

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1A. Ratification of the Notice of Sale and Offering Materials. The Common Council of the City hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the City and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Bonds. Subject to the condition that no valid petition for a referendum is filed by June 19, 2014 in connection with any of the Initial Resolutions, the Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer until the closing of the bond issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2014A"; shall be issued in the aggregate principal amount of \$4,135,000; shall be dated July 9, 2014; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2015. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and

will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 2A. Designation of Maturities. For purposes of State law, the Bonds are designated as being issued to pay and discharge the debts incurred by the City through the issuance of the Refunded Obligations and the obligations refunded by the Refunded Obligations in the order in which those debts were incurred, so that the Bonds of the earliest maturities are considered to be issued to discharge the debts which were incurred first.

Section 3. Redemption Provisions. The Bonds maturing on October 1, 2024 and thereafter shall be subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Bonds shall be redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption. [If the Proposal specifies that any of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference.]

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2014 through 2029 for the payments due in the years 2015 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,135,000 General Obligation Corporate Purpose Bonds, Series 2014A, dated July 9, 2014" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. The City Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all

other funds of the City and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed

with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The Fiscal Agency Agreement between the City and the Fiscal Agent shall be substantially in the form attached hereto as Exhibit F and incorporated herein by this reference.

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the

Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the City and on file in the City Clerk's office.

Section 16. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of the proceeds of the Bonds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 19. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2014 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with Ehlers to cause timely notice of redemption, in substantially the form attached hereto as Exhibit G and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. All actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 20. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 21. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 22. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded June 17, 2014.

Gregory S. Hoffman
Mayor

ATTEST:

Bridget Givens
City Clerk

(SEAL)

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on October 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
CHIPPEWA COUNTY
NO. R- _____ CITY OF CHIPPEWA FALLS \$ _____
GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2014A

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ July 9, 2014 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Chippewa Falls, Chippewa County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest is payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,135,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the following public purposes: \$1,245,000 to pay the cost of street improvement

projects; \$560,000 to pay the cost of sewerage projects; and \$2,330,000 to refund certain outstanding obligations of the City, all as authorized by resolutions of the Common Council duly adopted by said governing body at meetings held on May 20, 2014 and June 17, 2014. Said resolutions are recorded in the official minutes of the Common Council for said dates.

The Bonds maturing on October 1, 2024 and thereafter are subject to redemption prior to maturity, at the option of the City, on October 1, 2023 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Bonds maturing in the years _____, _____ and _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the Bonds at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as

depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Chippewa Falls, Chippewa County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF CHIPPEWA FALLS,
CHIPPEWA COUNTY, WISCONSIN

By: _____
Gregory S. Hoffman
Mayor

(SEAL)

By: _____
Bridget Givens
City Clerk

Date of Authentication: July __, 2014

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned resolution of the City of Chippewa Falls, Wisconsin.

NATIONAL ASSOCIATION,

ASSOCIATED TRUST COMPANY,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

Fiscal Agency Agreement

(See Attached)

DRAFT

FISCAL AGENCY AGREEMENT

THIS AGREEMENT, made as of the 9th day of July, 2014 between the City of Chippewa Falls, Wisconsin (the "Municipality"), and Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent").

WITNESSETH:

WHEREAS, the Municipality has duly authorized the issuance of its \$4,135,000 General Obligation Corporate Purpose Bonds, Series 2014A, dated July 9, 2014 (the "Obligations") pursuant to the applicable provisions of the Wisconsin Statutes and the resolutions adopted by the Municipality on May 20, 2014 and June 17, 2014 (collectively, the "Resolution"); and

WHEREAS, the Municipality is issuing the Obligations in registered form pursuant to Section 149 of the Internal Revenue Code of 1986, as amended, and applicable Treasury Regulations promulgated thereunder; and

WHEREAS, pursuant to the Resolution and Section 67.10(2), Wisconsin Statutes the Municipality has authorized the appointment of the Fiscal Agent as agent for the Municipality for any or all of the following responsibilities: payment of principal and interest on, registering, transferring and authenticating the Obligations as well as other applicable responsibilities permitted by Section 67.10(2), Wisconsin Statutes.

NOW, THEREFORE, the Municipality and the Fiscal Agent hereby agree as follows:

I. APPOINTMENT

The Fiscal Agent is hereby appointed agent for the Municipality with respect to the Obligations for the purpose of performing such of the responsibilities stated in Section 67.10(2), Wisconsin Statutes, as are delegated herein or as may be otherwise specifically delegated in writing to the Fiscal Agent by the Municipality.

II. INVESTMENT RESPONSIBILITY

The Fiscal Agent shall not be under any obligation to invest funds held for the payment of interest or principal on the Obligations.

III. PAYMENTS

At least one business day before each interest payment date (commencing with the interest payment date of April 1, 2015 and continuing thereafter until the principal of and interest on the Obligations should have been fully paid or prepaid in accordance with their terms) the Municipality shall pay to the Fiscal Agent, in good funds immediately available to the Fiscal Agent on the interest payment date, a sum equal to the amount payable as principal of, premium, if any, and interest on the Obligations on such interest payment date. Said interest and/or principal payment dates and amounts are outlined on Schedule A which is attached hereto and incorporated herein by this reference.

IV. CANCELLATION

In every case of the surrender of any Obligation for the purpose of payment, the Fiscal Agent shall cancel and destroy the same and deliver to the Municipality a certificate regarding such cancellation. The Fiscal Agent shall be permitted to microfilm or otherwise photocopy and record said Obligations.

V. REGISTRATION BOOK

The Fiscal Agent shall maintain in the name of the Municipality a Registration Book containing the names and addresses of all owners of the Obligations and the following information as to each Obligation: its number, date, purpose, amount, rate of interest and when payable. The Fiscal Agent shall keep confidential said information in accordance with applicable banking and governmental regulations.

VI. INTEREST PAYMENT

Payment of each installment of interest on each Obligation shall be made to the registered owner of such Obligation whose name shall appear on the Registration Book at the close of business on the 15th day of the calendar month next preceding the interest payment date and shall be paid by check or draft of the Fiscal Agent mailed to such registered owner at his address as it appears in such Registration Book or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent.

VII. PAYMENT OF PRINCIPAL AND NOTICE OF REDEMPTION

(a) Principal Payments. Principal shall be paid to the registered owner of an Obligation upon surrender of the Obligation on or after its maturity or redemption date.

Term Bonds [The Obligations due on October 1, 20__ and October 1, 20__ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified on the attached Schedule MRP.

The Municipality hereby directs and the Fiscal Agent hereby agrees to select the Term Bonds to be redeemed on the dates set forth above and to give notice of such redemption as set forth in substantially the form attached hereto as Schedule B by registered or certified mail, facsimile transmission, overnight express delivery or electronic transmission at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Obligation selected to be redeemed, in whole or in part, at the address shown on the registration books as of the Record Date.

The Municipality, in accordance with Section III hereof, shall make payments sufficient for the Fiscal Agent to pay the amounts due on the Term Bonds subject to mandatory redemption.]

(b) Official Notice of Redemption. In the event the Municipality exercises its option to redeem any of the Obligations, the Municipality shall, at least 35 days prior to the redemption date, direct the Fiscal Agent to give official notice of such redemption by sending an official notice thereof by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company at least 30 days but not more than 60 days prior to the date fixed for redemption to the registered owner of each Obligation to be redeemed in whole or in part at the address shown in the Registration Book. Such official notice of redemption shall be dated and shall state (i) the redemption date and price; (ii) an identification of the Obligations to be redeemed, including the date of original issue of the Obligations; (iii) that on the redemption date the redemption price will become due and payable upon each such Obligation or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (iv) the place where such Obligations are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Fiscal Agent. **Term Bonds** [Official notice of the redemption of Obligations subject to mandatory redemption shall be given in the same manner.]

(c) Additional Notice of Redemption. In addition to the official notice of redemption provided in (b) above, further notice of any redemption shall be given by the Fiscal Agent on behalf of the Municipality to the Municipal Securities Rulemaking Board and The Depository Trust Company of New York, New York but neither a defect in this additional notice nor any failure to give all or any portion of such additional notice shall in any manner defeat the effectiveness of a call for redemption.

Each further notice of redemption given hereunder shall be sent at least 30 days before the redemption date by registered or certified mail, overnight delivery service, facsimile transmission or email transmission and shall contain the information required above for an official notice of redemption.

(d) Redemption of Obligations. The Obligations to be redeemed **Term Bonds** [at the option of the Municipality] shall be selected by the Municipality and, within any maturity, shall be selected by lot by the Depository described in Section VIII hereof. **Term Bonds** [Obligations subject to mandatory redemption shall be selected as described in (a) above.] The Obligations or portions of Obligations to be redeemed shall, on the redemption dates, become due and payable at the redemption price therein specified, and from and after such date such Obligations or portions of Obligations shall cease to bear interest. Upon surrender of such Obligations for redemption in accordance with the official notice of redemption, such Obligations shall be paid by the Fiscal Agent at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Obligation, there shall be prepared for the registered owner a new Obligation or Obligations of the same maturity in the amount of the unpaid principal. Each check or other transfer of funds issued in payment of the redemption price of Obligations being redeemed shall bear the CUSIP number identifying, by issue and maturity, the Obligations being redeemed with the proceeds of such check or other transfer.

VIII. UTILIZATION OF THE DEPOSITORY TRUST COMPANY

The Depository Trust Company's Book-Entry-Only System is to be utilized for the Obligations. The Fiscal Agent, as agent for the Municipality, agrees to comply with the provisions of The Depository Trust Company's Operational Arrangements, as they may be amended from time to time referenced in the Blanket Issuer Letter of Representations executed by the Municipality. The provisions of the Operational Arrangements and this Section VIII supersede and control any and all representations in this Agreement.

IX. OBLIGATION TRANSFER AND EXCHANGE

The Fiscal Agent shall transfer Obligations upon presentation of a written assignment duly executed by the registered owner or by such owner's duly authorized representative. Upon such a transfer, new registered Obligation(s) of the same maturity, in authorized denomination or denominations in the same aggregate principal amount for each maturity shall be issued to the transferee in exchange therefor, and the name of such transferee shall be entered as the new registered owner in the Registration Book. No Obligation may be registered to bearer. The Fiscal Agent may exchange Obligations of the issue for a like aggregate principal amount of Obligations of the same maturity in authorized whole multiples of \$5,000.

The Obligations shall be numbered R-1 and upward. Upon any transfer or exchange, the Obligation or Obligations issued shall bear the next highest consecutive unused number or numbers.

The Municipality shall cooperate in any such transfer, and the appropriate officers of the Municipality are authorized to execute any new Obligation or Obligations necessary to effect any such transfer.

X. AUTHENTICATION, IF REQUIRED

The Fiscal Agent shall sign and date the Certificate of Authentication, if any, on each Obligation on the date of delivery, transfer or exchange of such Obligation. The Fiscal Agent shall distribute and/or retain for safekeeping the Obligations in accordance with the direction of the registered owners thereof.

XI. STATEMENTS

The Fiscal Agent shall furnish the Municipality with an accounting of interest and funds upon reasonable request.

XII. FEES

The Municipality agrees to pay the Fiscal Agent fees for its services hereunder in the amounts set forth on Schedule [B/C] hereto.

XIII. MISCELLANEOUS

(a) Nonpresentation of Checks. In the event the check or draft mailed by the Fiscal Agent to the registered owner is not presented for payment within five years of its date, then the

monies representing such nonpayment shall be returned to the Municipality or to such board, officer or body as may then be entitled by law to receive the same together with the name of the registered owner of the Obligation and the last mailing address of record and the Fiscal Agent shall no longer be responsible for the same.

(b) Resignation and Removal; Successor Fiscal Agent. (i) Fiscal Agent may at any time resign by giving not less than 60 days written notice to Municipality. Upon receiving such notice of resignation, Municipality shall promptly appoint a successor fiscal agent by an instrument in writing executed by order of its governing body. If no successor fiscal agent shall have been so appointed and have accepted appointment within 60 days after such notice of resignation, the resigning fiscal agent may petition any court of competent jurisdiction for the appointment of a successor fiscal agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribes, appoint a successor fiscal agent. The resignation of the fiscal agent shall take effect only upon appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(ii) The Fiscal Agent may also be removed by the Municipality at any time upon not less than 60 days' written notice. Such removal shall take effect upon the appointment of a successor fiscal agent and such successor fiscal agent's acceptance of such appointment.

(iii) Any successor fiscal agent shall execute, acknowledge and deliver to Municipality and to its predecessor fiscal agent an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor fiscal agent shall become effective and such successor fiscal agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor, with like effect as if originally named as fiscal agent herein; but nevertheless, on written request of Municipality, or on the request of the successor, the fiscal agent ceasing to act shall execute and deliver an instrument transferring to such successor fiscal agent, all the rights, powers, and trusts of the fiscal agent so ceasing to act. Upon the request of any such successor fiscal agent, Municipality shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor fiscal agent all such rights, powers and duties. Any predecessor fiscal agent shall pay over to its successor fiscal agent any funds of the Municipality.

(iv) Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Agreement and vested with all the trusts, powers, discretions, immunities and privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(v) Any successor fiscal agent shall be qualified pursuant to Sec. 67.10(2), Wisconsin Statutes, as amended.

(c) Termination. This Agreement shall terminate on the earlier of (i) the payment in full of all of the principal and interest on the Obligations to the registered owners of the

Obligations or (ii) five years after (aa) the last principal payment on the Obligations is due (whether by maturity or earlier redemption) or (bb) the Municipality's responsibilities for payment of the Obligations are fully discharged, whichever is later. The parties realize that any funds hereunder as shall remain upon termination shall, except as may otherwise by law, be turned over to the Municipality after deduction of any unpaid fees and disbursements of Fiscal Agent or, if required by law, to such officer, board or body as may then be entitled by law to receive the same. Termination of this Agreement shall not, of itself, have any effect on Municipality's obligation to pay the outstanding Obligations in full in accordance with the terms thereof.

DRAFT

(d) Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, being duly authorized so to do, each in the manner most appropriate to it, on the date first above written.

CITY OF CHIPPEWA FALLS,
CHIPPEWA COUNTY, WISCONSIN

By _____
Gregory S. Hoffman
Mayor

(SEAL)

Bridget Givens
City Clerk

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION, GREEN
BAY, WISCONSIN
Fiscal Agent

(SEAL)

By _____
Title _____

Attest _____
Title _____

SCHEDULE A

Debt Service Schedule
\$4,135,000 General Obligation Corporate Purpose Bonds, Series 2014A
of the City of Chippewa Falls, Wisconsin
dated July 9, 2014

(SEE ATTACHED)

DRAFT

[SCHEDULE MRP

Mandatory Redemption Provision

The Obligations due on October 1, _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on October 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on October 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

[SCHEDULE B]

NOTICE OF MANDATORY SINKING FUND REDEMPTION*

City of Chippewa Falls, Wisconsin
General Obligation Corporate Purpose Bonds, Series 2014A
Dated July 9, 2014

NOTICE IS HEREBY GIVEN that a portion of the Bonds of the above-referenced issue which mature on October 1, 20__ shall be subject to mandatory sinking fund redemption on October 1 of the year set forth below, in the amount set forth below, at a redemption price equal to One Hundred Percent (100%) of the principal amount redeemed plus accrued interest to the date of redemption.

<u>Redemption Date</u>	<u>Principal Amount</u>	<u>CUSIP Number</u>
October 1, ____	\$ _____	_____

Such portion of the Bonds will cease to bear interest on the redemption date set forth above.

BY THE ORDER OF THE
COMMON COUNCIL

CITY OF CHIPPEWA FALLS, WISCONSIN

Dated: _____

* To be provided by registered or certified mail, facsimile transmission, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to the call date. At least thirty (30) days prior to the call date notice shall also be provided to the Municipal Securities Rulemaking Board.]

SCHEDULE [B/C]

DRAFT

EXHIBIT G

NOTICE OF FULL CALL*

CITY OF CHIPPEWA FALLS
CHIPPEWA COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006A
DATED AUGUST 9, 2006

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called for prior payment on October 1, 2014 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/15	\$390,000	4.25%	169772RY8
10/01/16	350,000	4.25	169772RZ5
10/01/17	310,000	4.25	169772SA9
10/01/18	280,000	4.25	169772SB7
10/01/19	140,000	4.35	169772SC5
10/01/20	145,000	4.40	169772SD3
10/01/21	145,000	4.45	169772SE1
10/01/22	150,000	4.00	169772SF8
10/01/23	155,000	4.00	169772SG6
10/01/24	165,000	4.00	169772SH4
10/01/25	45,000	4.00	169772SJ0

Upon presentation and surrender of said Bonds to Associated Trust Company, National Association, Green Bay, Wisconsin the registrar and fiscal agent for said Bonds, the registered owners thereof will be paid the principal amount of the Bonds plus accrued interest to the date of prepayment.

Said Bonds will cease to bear interest on October 1, 2014.

By Order of the
Common Council
City of Chippewa Falls
City Clerk

Dated _____

* To be provided to Associated Trust Company, National Association at least thirty-five (35) days prior to October 1, 2014. The registrar and fiscal agent shall be directed to give notice of such prepayment by registered or certified mail, overnight express delivery, facsimile transmission or electronic transmission to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2014 and to the MSRB.

In addition, if the Bonds are subject to the continuing disclosure requirements of SEC Rule 15c2-12 effective July 3, 1995, this Notice should be filed electronically with the MSRB through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

RESOLUTION NO. 2014-29

**RESOLUTION
APPROVING A CERTIFIED SURVEY MAP**

RESOLVED, that a Certified Survey Map in the City of Chippewa Falls, owner being Louis P. Hebert Jr., is hereby approved by the Chippewa Falls Common Council. Said parcel being all of lot #1, of Certified Survey Map #3657, in the NW ¼ of the SE ¼ of Section 29, Township 29 North, Range 8 West in the City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 17th day of June, 2014

ADOPTED: _____

Council President

APPROVED: _____

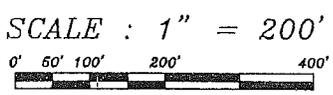
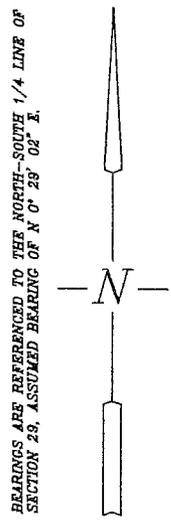
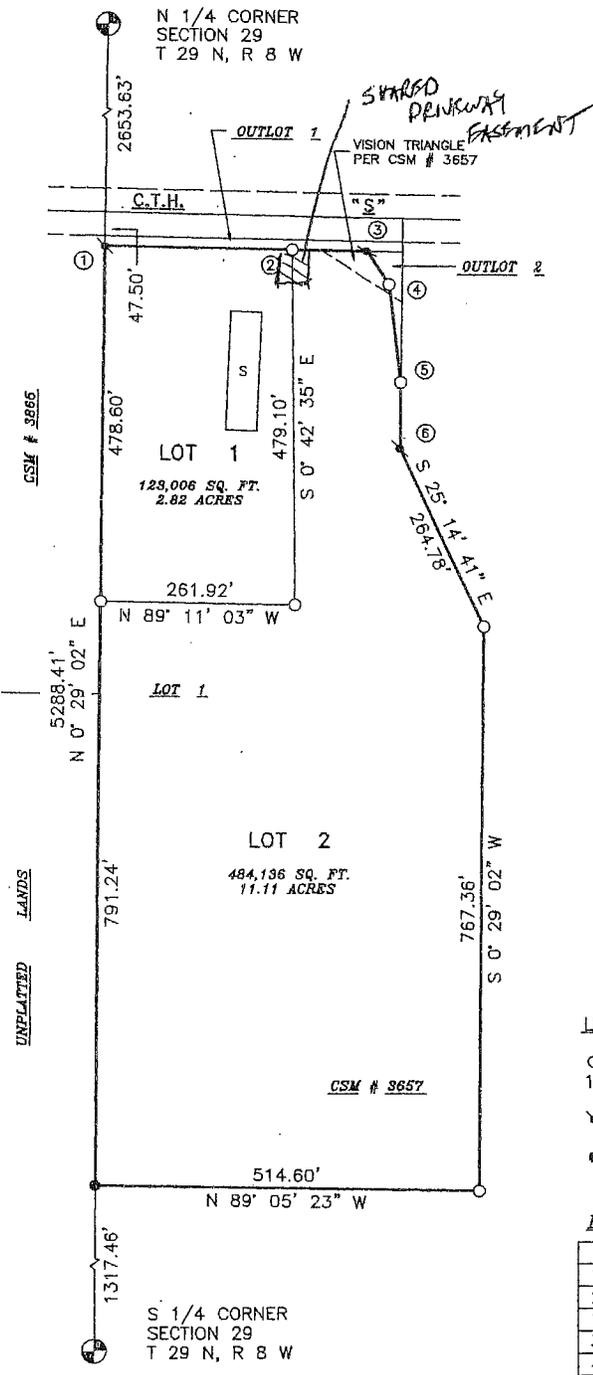
Mayor

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

ATTEST: _____

City Clerk

BEING ALL OF LOT 1 OF CERTIFIED SURVEY MAP
 # 3657 IN THE NW 1/4 OF THE SE 1/4 OF SECTION
 29, TOWNSHIP 29 NORTH, RANGE 8 WEST, CITY OF
 CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN.



- LEGEND**
- SET 1 1/4" x 24" IRON PIPE WEIGHING 1.68 LBS. / LINEAL FOOT
 - ⊗ FOUND 3/4" REBAR
 - FOUND 1 1/4" IRON PIPE

DATA TABLE

NO.	BEARING	DIST.
1-2	S 89° 15' 52" E	251.93'
2-3	S 89° 15' 52" E	100.00'
1-3	S 89° 15' 52" E	351.93'
3-4	S 34° 26' 57" E	53.94'
4-5	S 6° 54' 53" E	133.39'
5-6	S 0° 42' 28" W	89.72'

I, John D. Mickesh, Registered Land Surveyor, Hereby certify:

That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin Statutes and the Subdivision Regulations for the City of Chippewa Falls and under the direction of Louis P. Hebert Jr., I have surveyed, divided, and mapped said parcel of land, that such survey correctly represents all exterior boundaries and the subdivision of the land surveyed and that this land is all of Certified Survey Map # 3657 and # 3438 in the NW ¼ of the SE ¼ of Section 29, Township 29 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin.

Commencing at the S ¼ corner of Section 29, thence N 0° 29' 02" E along the west line of the SE ¼, 1317.46 feet to the point of beginning, thence N 0° 29' 02" E 1269.84 feet, thence S 0° 15' 52" E 351.93 feet, thence S 34° 26' 57" E 53.94 feet, thence S 6° 24' 42" E 200.24 feet, thence S 69° 30' 22" E 474.97 feet to the beginning of a meander line which lies 97 feet more or less from the waters edge of the Chippewa River, thence S 34° 54' 53" E 133.39 feet, thence S 0° 42' 28" W 89.72 feet, thence S 0° 29' 02" W 767.36 feet, thence N 89° 05' 23" W 514.60 feet to the point of beginning.

Said parcel is subject to easements and restrictions of record.

City Council Resolution

Resolved that this Certified Survey Map in the City of Chippewa Falls, Louis P. Hebert Jr., owner, is hereby approved by the City Council.

Mayor

Date

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

City Clerk

Date

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 17th day of June, 2014.

ADOPTED: _____
Council President

APPROVED: _____
Mayor

ATTEST: _____
City Clerk

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	
<p>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):</p>	
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	
<p>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</p>	

RESOLUTION

WHEREAS, the sale of the real estate located on Cashman Drive in the City of Chippewa Falls and more particularly described in the deed attached hereto has previously been authorized and approved by the Chippewa Falls Common Council;

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

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

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

1. The attached Warranty Deed to convey title to UFI, LLC is hereby ratified and approved and Mayor Gregory S. Hoffman and City Clerk Bridget Givens are hereby authorized to sign the said deed and the City Attorney is authorized to file an electronic real estate transfer return and close the sale transaction.

Dated this 17th day of June, 2014.

Council Vote: Ayes: _____

Nays: _____

COUNCIL PRESIDENT: _____
William Hicks

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

State Bar of Wisconsin Form 2-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Chippewa Falls, a Wisconsin municipal corporation,

("Grantor," whether one or more), and UFI, LLC, a Wisconsin limited liability company,

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

Recording Area

Name and Return Address

22808-0412-65790035 (Part)

Parcel Identification Number (PIN)

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

Exceptions to warranties:

Recorded building and use restrictions, municipal zoning ordinances, easements of record, and tax levies.

Dated June 17, 2014

_____(SEAL) _____(SEAL)
* Gregory S. Hoffman, Mayor *

_____(SEAL) _____(SEAL)
* Bridget Givens, City Clerk *

AUTHENTICATION

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

authenticated on June 17, 2014

* Robert A. Ferg

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

Atty. Robert A. Ferg

Chippewa Falls, Wisconsin

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____

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

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

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

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

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 2-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • infoforms.com

Legal Description for Parcel #3449.35

Part of Lot 35, 3rd Riverside Industrial Park, Chippewa Falls, Chippewa County, Wisconsin, described as:

Beginning at the southeasternmost corner of said Lot 35, and the point of beginning; Thence N. $31^{\circ} 53' 31''$ E. 625.33 feet, along the easterly lot line of Lot 35, to the northeastern corner of Lot 35; Thence N. $58^{\circ} 55' 18''$ W. 169.66 feet along the northern lot line of Lot 35; Thence continuing along the northern lot line N. $57^{\circ} 51' 46''$ W. 112.50 feet; Thence S. $28^{\circ} 17' 14''$ W. 589.87 feet to a point on the northerly right-of-way line of Cashman Drive; Thence Southeasterly 249.19 feet along the northerly right-of-way line of Cashman Drive, along the arc of a curve concaved southwesterly, with a radius of 616.85 feet, whose long chord bears S. $50^{\circ} 02' 53''$ E. 247.50 feet to the southeasternmost corner of Lot 35 and the point of beginning.

Said parcel contains 3.61 acres.

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”). On April 7, 2014, The City of Chippewa Falls Plan Commission approved PD CUP 2014-01 allowing a change in housing types in phases I and III of the Willow Creek Subdivision plan. The amendment reduced 13 single family lots located around Brooke Court to 9 larger lots in Phase I and changed 22 single family lots to 30 twin home lots adjacent to the northerly extension of Timber Trail in Phase III. The net change for the Willow Creek Subdivision was a four unit increase resulting in 536 units in 190 acres or a 2.8 unit/acre project density. This overall project density is well under the allowable project density of 5 units per acre of developable land for the underlying R-1B Single family Residential Zoning District listed in City Municipal Code 17.26(10).

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

Section 8.1 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: _____
Greg Hoffman, Mayor

Attest: _____
Bridget Givens, 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)

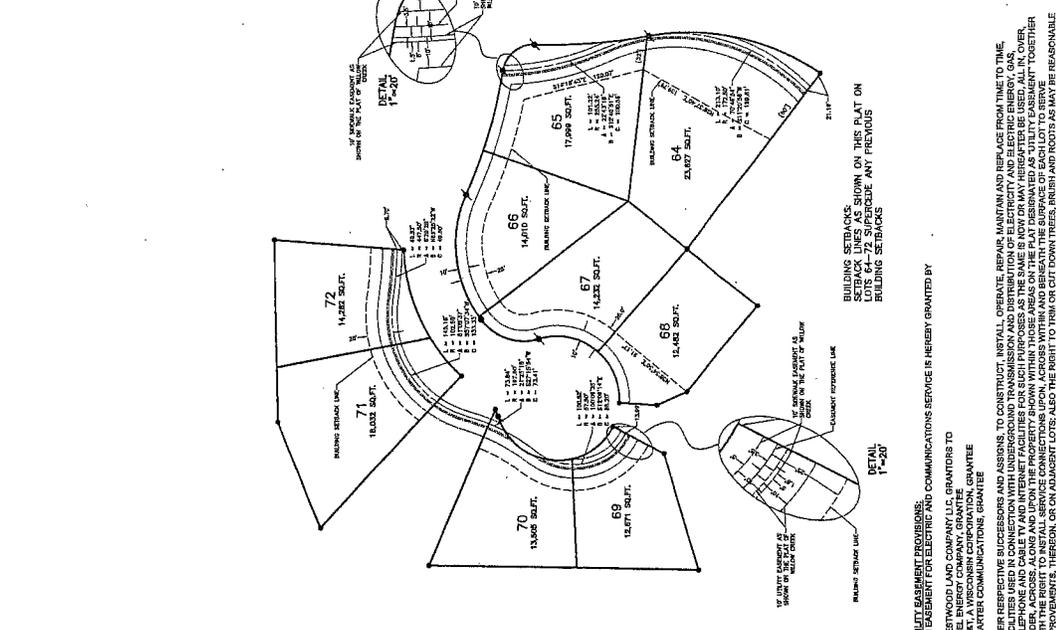
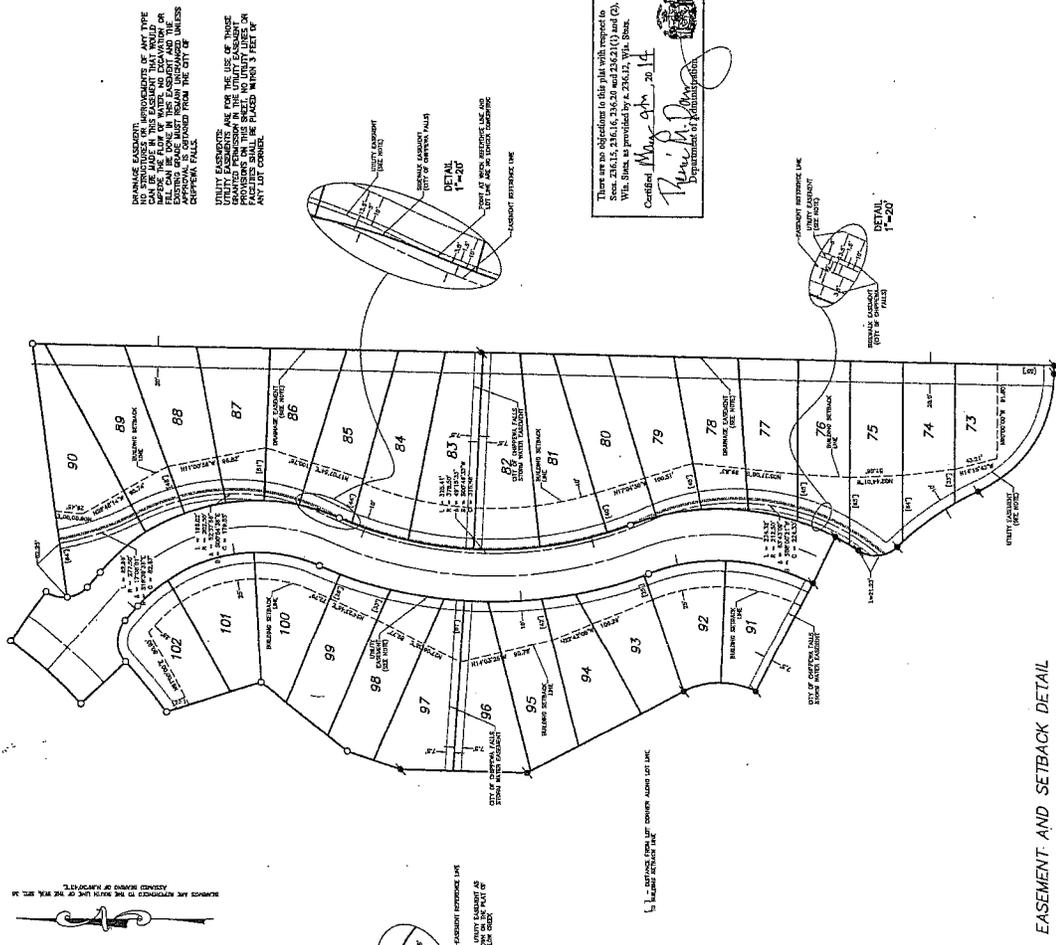
Personally came before me this ____ day of June, 2014, the above-named James G. Rooney, who to be stated that he is the Managing Member of Westwood Land Company, LLC, a Wisconsin limited liability company, and to me known to be the person who executed the foregoing instrument in such capacity.

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

* _____
Notary Public
State of Wisconsin
My Commission expires _____

List of Exhibits

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



DETAILED EASEMENT AND SETBACK DETAIL

SCALE 1" = 60'

SCALE 1" = 20'

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

GRANTORS HEREBY AGREE TO CONVEY, INSTALL, OPERATE, MAINTAIN AND REPAIR AS NECESSARY TO THE FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV AND INTERNET FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, THROUGH AND UNDER THE SURFACE OF THE GRANTED PROPERTY AND TO MAINTAIN AND REPAIR THE SAME TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BEHIND THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY NECESSARY TO MAINTAIN AND REPAIR THE FACILITIES; FEDERAL CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEE AGREES TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING AT ANY TIME PURSUANT TO THE RIGHTS HERIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEE AND THE CITY OF ALTOONA.

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

PREPARED BY: MVA & SON, INC. SURVEYING AND MAPPING

WILLOW CREEK III

IN THE NECK OF THE SW1/4 CORNER OF THE SW1/4 NW1/4 OF THE SW1/4 AND THE SW1/4 OF THE SW1/4 SECTION 36, T29N, R9W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN ACCORDING ALL OF LOTS 71-90 AND LOTS 81-90, WILLOW CREEK

DATE: May 20, 2014
 Certified: [Signature]
 Department of Transportation

DETAILED EASEMENT AND SETBACK DETAIL

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

GRANTORS HEREBY AGREE TO CONVEY, INSTALL, OPERATE, MAINTAIN AND REPAIR AS NECESSARY TO THE FACILITIES USED IN CONNECTION WITH UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, GAS, TELEPHONE AND CABLE TV AND INTERNET FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, THROUGH AND UNDER THE SURFACE OF THE GRANTED PROPERTY AND TO MAINTAIN AND REPAIR THE SAME TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BEHIND THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY NECESSARY TO MAINTAIN AND REPAIR THE FACILITIES; FEDERAL CABLE OR ANY TYPE OF STRUCTURE SHALL BE INSTALLED CLOSER THAN THREE FEET FROM ANY LOT CORNER. THE GRANTEE AGREES TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLE POSSIBLE, TO THE CONDITION EXISTING AT ANY TIME PURSUANT TO THE RIGHTS HERIN GRANTED. BUILDINGS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT THE WRITTEN CONSENT OF GRANTEE AND THE CITY OF ALTOONA.

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

PREPARED BY: MVA & SON, INC. SURVEYING AND MAPPING

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	CATCH 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

From (Contractor): A-1 Excavating, Inc.

Project: Willow Street - Street and Utility Improv.

Contract: Po Box 90, Bloomer, WI 54724

Owner's Contract No.: N/A

Contractor's Project No.: 1318

Contractor Address: Chippewa Falls Engineering Department

**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	

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

AFP #1 \$163,148.01 AFP #4 _____

AFP #2 \$230,591.41 AFP #5 _____

AFP #3 _____ AFP #6 _____

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

Willow Street - Street and Utility Improvement Project

Application Number: 4-Final

10/09/13 - 04/03/14

Application Date: 4/3/2014

A

Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
204.003	Removing Concrete Sidewalks	SF	10313	\$0.35	\$3,609.55	10313	\$3,609.55		\$3,609.55	100.0%	\$0.00
204.005	Removing Driveways	SF	6457	\$0.40	\$2,582.80	6457	\$2,582.80		\$2,582.80	100.0%	\$0.00
256.001	Sanitary Sewer Main 8-Inch	LF	3213	\$1.25	\$4,016.25	3213	\$4,016.25		\$4,016.25	100.0%	\$0.00
256.004	Sanitary Sewer Main, 15-Inch	LF	1312	\$23.50	\$33,456.00	1154	\$29,427.00		\$29,427.00	88.0%	\$4,029.00
256.009	Sanitary Sewer Main, 21-Inch	LF	20	\$38.00	\$760.00	46	\$1,748.00		\$1,748.00	230.0%	-\$988.00
256.01	Sanitary Sewer Main, 24-Inch	LF	10	\$60.00	\$600.00	8	\$480.00		\$480.00	80.0%	\$120.00
256.006	Sanitary Sewer Service Pipe & Riser 4-6-Inch	LF	10	\$68.00	\$680.00	19	\$1,292.00		\$1,292.00	190.0%	-\$612.00
256.020	Sanitary Manhole Type M	LF	594	\$16.00	\$9,504.00	578	\$9,248.00		\$9,248.00	97.3%	\$256.00
256.03	Manhole Covers Type 1 (Sanitary)	VF	82.13	\$200.00	\$16,426.00	84.59	\$16,918.00		\$16,918.00	103.0%	-\$492.00
256.033	Connect to Existing Sanitary Sewer	Each	9	\$410.00	\$3,690.00	9	\$3,690.00		\$3,690.00	100.0%	\$0.00
256.050	Sanitary Wye 8"x4", 8"x6"	Each	7	\$800.00	\$5,600.00	7	\$5,600.00		\$5,600.00	100.0%	\$0.00
256.080	Maintain Sanitary Sewer Flow	Each	17	\$85.00	\$1,445.00	21	\$1,785.00		\$1,785.00	100.0%	\$0.00
256.081	Reconnect Existing Sanitary Service	Project	1	\$800.00	\$800.00	1	\$800.00		\$800.00	100.0%	\$0.00
256.090	Removing Manholes (Sanitary)	Each	17	\$70.00	\$1,190.00	16	\$1,120.00		\$1,120.00	100.0%	\$0.00
257.001	Water Main 6-Inch	Each	6	\$300.00	\$1,800.00	7	\$2,100.00		\$2,100.00	116.7%	-\$300.00
257.004	Water Main 12-Inch	LF	5	\$29.00	\$145.00	9	\$261.00		\$261.00	180.0%	-\$116.00
257.014	Water Main 4-Inch	LF	682	\$36.00	\$24,552.00	669	\$24,084.00		\$24,084.00	98.1%	\$468.00
257.009	Water Service Pipe 1-Inch	LF	10	\$33.00	\$330.00	5	\$165.00		\$165.00	50.0%	\$165.00
257.013	Hydrant Lead DI, 6-Inch	LF	241	\$14.50	\$3,494.50	275	\$3,987.50		\$3,987.50	114.1%	-\$493.00
257.030	Corporation Stop 1-Inch	LF	21.5	\$39.00	\$838.50	18	\$702.00		\$702.00	83.7%	\$136.50
257.034	Curb Stop & Box 1-Inch	Each	7	\$180.00	\$1,260.00	7	\$1,260.00		\$1,260.00	100.0%	\$0.00
257.050	Connect to Existing Water Main	Each	7	\$160.00	\$1,120.00	7	\$1,120.00		\$1,120.00	100.0%	\$0.00
257.060	Gate Valve & Box 6-Inch	Each	7	\$800.00	\$5,600.00	8	\$6,400.00		\$6,400.00	114.3%	-\$800.00
257.063	Gate Valve & Box 12-Inch	Each	2	\$1,025.00	\$2,050.00	3	\$3,075.00		\$3,075.00	150.0%	-\$1,025.00
257.080	Fire Hydrant	Each	3	\$2,500.00	\$7,500.00	3	\$7,500.00		\$7,500.00	100.0%	\$0.00
257.082	Water Main Fittings	Each	2	\$3,025.00	\$6,050.00	2	\$6,050.00		\$6,050.00	100.0%	\$0.00
257.083	Insulation, 2-Inch	LB	1414	\$6.00	\$8,484.00	701	\$4,206.00		\$4,206.00	49.6%	\$4,278.00
257.084	Reconnect Existing Water Service	SF	224	\$1.50	\$336.00	512	\$768.00		\$768.00	228.6%	-\$432.00
257.100	Adjusting Gate Valve Box	Each	7	\$70.00	\$490.00	8	\$560.00		\$560.00	114.3%	-\$70.00
257.102	Abandon Water Main	Each	4	\$60.00	\$240.00	4	\$240.00		\$240.00	100.0%	\$0.00
257.109	Removing Fire Hydrant	Each	2	\$300.00	\$600.00	0	\$0.00		\$0.00		\$600.00
257.200	Tracer Wire Access Box	Each	2	\$200.00	\$400.00	2	\$400.00		\$400.00	100.0%	\$0.00
258.001	Storm Sewer 12-Inch	LF	18	\$80.00	\$1,440.00	28	\$2,240.00		\$2,240.00	155.6%	-\$800.00
258.002	Storm Sewer 15-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	LF	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
258.050	Manhole Covers, Type 1 (Storm)	LF	23.61	\$210.00	\$4,958.10	19.54	\$4,103.40		\$4,103.40	82.8%	\$854.70
258.052	Inlet Type 3	Each	6	\$410.00	\$2,460.00	5	\$2,050.00		\$2,050.00	83.3%	\$410.00
258.056	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
258.061	Inlet Cover, Type H	VF	39.5	\$185.00	\$7,307.50	40.5	\$7,492.50		\$7,492.50	102.5%	-\$185.00
		Each	12	\$510.00	\$6,120.00	12	\$6,120.00		\$6,120.00	100.0%	\$0.00

258.073	Removing Inlets	Each	10	\$1,250.00	9	\$1,125.00		\$1,125.00	90.0%	\$1,125.00
258.074	Removing Manholes, (Storm)	Each	1	\$350.00	1	\$350.00		\$350.00	100.0%	\$0.00
258.079	Removing Pipe (Storm Sewer)	LF	179	\$10.00	179	\$1,790.00		\$2,140.00	119.6%	\$350.00
259.002	FMA Pavement Type E-1.0	Ton	1564	\$63.50	1616	\$99,314.00		\$102,616.00	103.3%	\$-3,302.00
259.018	Sawcut Pavement	LF	512.00	\$2.00	865	\$1,730.00		\$1,730.00	168.9%	\$-706.00
259.020	Base Aggregate Dense 1 1/4-Inch	CY	2241.00	\$16.75	2241	\$37,536.75		\$37,536.75	100.0%	\$0.00
259.022	Excavation Common	CY	3337.00	\$6.25	3515	\$20,856.25		\$21,968.75	105.3%	\$1,112.50
259.031	Concrete Curb and Gutter 30-Inch Type D	LF	3133	\$7.85	3135.5	\$24,594.05		\$24,613.68	100.1%	\$-19.63
259.060	Concrete Sidewalk 4-Inch	SF	10758	\$2.85	12809	\$30,660.30		\$36,505.65	119.1%	\$-5,845.35
259.064	Concrete Driveway, 7-Inch	SF	7714	\$3.60	8425	\$27,770.40		\$30,330.00	109.2%	\$-2,559.60
259.070	Curb Ramp Detectable Warning Field Yellow	SF	128	\$40.00	128	\$5,120.00		\$5,120.00	100.0%	\$0.00
260.060	Pavement Marking Epoxy, 4-Inch (Yellow)	LF	2910	\$0.40	2902	\$1,164.00		\$1,160.80	99.7%	\$3.20
260.070	Pavement Marking Epoxy, 4-Inch (Yellow)	LF	126	\$6.40	125	\$806.40		\$800.00	99.2%	\$6.40
260.100	Pavement Marking Epoxy Crosswalk	LF	936	\$3.00	1156	\$2,808.00		\$3,468.00	123.5%	\$-660.00
260.128	Pavement Marking Epoxy, 4-Inch	LF	825	\$2.00	578	\$1,650.00		\$1,156.00	70.1%	\$-494.00
256.012	General Erosion Control	LMP	1	\$500.00	1	\$500.00		\$500.00	100.0%	\$0.00
260.013	Turf Establishment	SY	1046	\$4.50	1205	\$4,707.00		\$5,422.50	115.2%	\$-715.50
260.015	Clearing	ID	142	\$15.00	142	\$2,130.00		\$2,130.00	100.0%	\$0.00
260.200	Maintenance of Traffic	LMP	1	\$5,000.00	1	\$5,000.00		\$5,000.00	100.0%	\$0.00
260.300	Moving Signs	Each	20	\$75.00	20	\$1,500.00		\$1,500.00	100.0%	\$0.00
260.302	Sign Post Wood, 4"x6"	Each	4	\$80.00	4	\$320.00		\$320.00	100.0%	\$0.00
260.303	Sign Post Metal, 2-Inch	Each	3	\$70.00	3	\$210.00		\$210.00	100.0%	\$0.00
	Totals			\$467,174.35		\$472,219.38	\$0.00	\$472,219.38	101.1%	\$-5,045.03
EXTRA/ADDITIONAL ITEMS										
E-1	REMOVING CONCRETE PAVEMENT	SY	1575	\$4.45		\$7,008.75		\$7,008.75	100.0%	\$0.00
E-2	2 Inch Water Service	LF	9	\$21.00	9	\$189.00		\$189.00	100.0%	\$0.00
E-2	Corporation Stop 2-Inch	EA	1	\$240.00	1	\$240.00		\$240.00	100.0%	\$0.00
E-2	Curb Stop & Box 2-Inch	EA	1	\$350.00	1	\$350.00		\$350.00	100.0%	\$0.00
E-3	Granular Borrow	CY	192	\$0.00	192	\$2,016.00		\$2,016.00	#DIV/0!	\$0.00
E-4	Repair Valve Box on Bridge Street	LS	1	\$275.00	1	\$275.00		\$275.00	100.0%	\$0.00
E-5	Hand Formed Curb & Gutter	LF	15	\$28.00	15	\$420.00		\$420.00	100.0%	\$0.00
E-6	Sanitary Sewer Main, 10-Inch	LF	30	\$38.00	30	\$1,140.00		\$1,140.00	100.0%	\$0.00
E-7	Sidewalk Damaged by Contractor	SF	-666	\$2.85	-666	-\$1,898.10		-\$1,898.10	100.0%	\$0.00
	Totals			\$474,183.10		\$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 9.27.13
Ac # 120073

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Chippewa Concrete Services

Signed By: [Signature]

Position: Project Comm.

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
CC# 131250

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: \$ 2249194

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Sampson Concrete

Signed By: Jana 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: \$ 48,024.60

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]



CITY OF CHIPPEWA FALLS CLAIM REPORTING FORM

JUN 10 2014

Name of Claimant: <i>Marsha Flich</i>	Claimant Address: <i>803 Jefferson Avenue, C.F.</i>
Claimant Phone Number: <i>715-723-5370</i>	Date of Incident: <i>6/13/14</i> <i>Around 2:30 P.M.</i>
Time of Incident: <i>Around 2:30</i>	Location of Incident: <i>(Business 29)</i> <i>Chippewa Falls exit off of 53</i>
Damages Claimed (attach any relevant receipts and supporting documentation): <i>Bill from American Car Care Centers</i>	
Description of Incident: <i>(Hwy 53)</i> <i>I was coming from Eau Claire and took Chippewa falls exit (business 29). I stopped at stop sign & checked for traffic coming from Chippewa falls & coming onto Chippewa falls. I noticed the pot holes in road (middle) and was trying to avoid them. When I drove on between the divide, my tire sounding like it ^{MF} was hit one and heard a loud sound. When I got onto line coming into Chippewa, I had to pull over. My tire went flat. I had to change my tire to donut, to get into town.</i>	
<i>I very seldom use this exit, due to the condition of the road, but I wanted to go downtown today. I feel the condition of the road is worse than what it use to be. These roads need to be fixed, because if it happens to some one else in the future, it could be serious. This is my opinion, I wanted to let some one know. I had to replace the tire and the wheel (got bent my wheel), which does not make me happy.</i>	
Signature of Claimant: <i>Marsha Flich</i>	Date: <i>6/13/14</i>