

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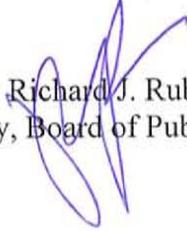
days inspecting and construction staking and the project was about a month ahead of schedule.

**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







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
<b>STREET</b>					
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
<b>SUBTOTAL</b>					<b>\$72,495.00</b>
<b>SANITARY</b>					
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
<b>SUBTOTAL</b>					<b>\$56,900.00</b>
<b>WATERMAIN</b>					
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
<b>SUBTOTAL</b>					<b>\$71,650.00</b>
<b>STORM SEWER</b>					
1	12" HDPP	LF	240	\$26.00	\$6,240.00
2	15" HDPP	LF	450	\$28.00	\$12,600.00
3	15" APRON END WALL	EA	2	\$800.00	\$1,600.00
4	CACH BASIN (2'X3' BOX)	EA	6	\$750.00	\$4,500.00
5	INLET CASTINGS (CURB INLET)	EA	6	\$425.00	\$2,550.00
6	48" PRECAST CONCRETE MANHOLE	VF	10	\$200.00	\$2,000.00
7	MANHOLE CASTINGS	EA	2	\$400.00	\$800.00
<b>SUBTOTAL</b>					<b>\$30,290.00</b>
<b>TOTAL OPINION OF PROBABLE COSTS</b>					<b>\$231,335.00</b>

**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

Project: Willow Street - Street and Utility Improv.

Owner's Contract No.: N/A

From (Contractor): A-1 Excavating, Inc.      Contractor Address: Po Box 90, Bloomer, WI 54724

Contract: Chippewa Falls Engineering Department

Contractor's Project No.: 1318

**Application For Payment  
Change Order Summary**

Approved Change Orders	Number	Additions	Deductions
	E-1	\$7,008.75	
	E-2	\$779.00	
	E-3	\$2,016.00	
	E-4	\$275.00	
	E-5	\$275.00	
	E-6	\$420.00	
	E-7		-\$1,898.10
<b>TOTALS</b>		<b>\$10,773.75</b>	<b>-\$1,898.10</b>
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

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

is recommended by: MJD  
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) \_\_\_\_\_

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

AFP #2 \$230,391.41      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: [Signature]      Date: 4-3-14

**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		B										C		D		E		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)								
204.003	Removing Concrete Sidewalks	SF	10313	\$0.35	\$3,609.55	10313	\$3,609.55		\$3,609.55	100.0%	-\$0.00								
204.004	Removing Driveways	SF	6457	\$0.40	\$2,582.80	6457	\$2,582.80		\$2,582.80	100.0%	\$0.00								
204.005	Removing Curb and Gutter	LF	3213	\$1.25	\$4,016.25	3213	\$4,016.25		\$4,016.25	100.0%	\$0.00								
256.001	Sanitary Sewer Main 8-Inch	LF	1312	\$25.50	\$33,456.00	1154	\$29,427.00		\$29,427.00	88.0%	\$4,029.00								
256.004	Sanitary Sewer Main, 15-Inch	LF	20	\$38.00	\$760.00	46	\$1,748.00		\$1,748.00	230.0%	-\$988.00								
256.009	Sanitary Sewer Main, 21-Inch	LF	10	\$60.00	\$600.00	8	\$480.00		\$480.00	80.0%	\$120.00								
256.01	Sanitary Sewer Main, 24-Inch	LF	10	\$68.00	\$680.00	9	\$612.00		\$612.00	100.0%	\$0.00								
256.006	Sanitary Sewer Service Pipe & Riser 4-6-Inch	LF	594	\$16.00	\$9,504.00	578	\$9,248.00		\$9,248.00	97.3%	\$256.00								
256.020	Sanitary Manhole Type M	VF	82.13	\$200.00	\$16,426.00	84.59	\$16,918.00		\$16,918.00	103.0%	-\$492.00								
256.03	Manhole Covers Type 1 (Sanitary)	Each	9	\$410.00	\$3,690.00	9	\$3,690.00		\$3,690.00	100.0%	\$0.00								
256.033	Connect to Existing Sanitary Sewer	Each	7	\$800.00	\$5,600.00	7	\$5,600.00		\$5,600.00	100.0%	\$0.00								
256.050	Sanitary Wye 8"x4", 8"x6"	Each	17	\$85.00	\$1,445.00	21	\$1,785.00		\$1,785.00	123.5%	-\$340.00								
256.080	Maintain Sanitary Sewer Flow	Project	1	\$800.00	\$800.00	1	\$800.00		\$800.00	100.0%	\$0.00								
256.081	Reconnect Existing Sanitary Service	Each	17	\$70.00	\$1,190.00	16	\$1,120.00		\$1,120.00	94.1%	\$70.00								
256.090	Removing Manholes (Sanitary)	Each	6	\$300.00	\$1,800.00	7	\$2,100.00		\$2,100.00	116.7%	-\$300.00								
257.001	Water Main 6-Inch	LF	5	\$29.00	\$145.00	9	\$261.00		\$261.00	180.0%	-\$116.00								
257.004	Water Main 12-Inch	LF	682	\$36.00	\$24,552.00	669	\$24,084.00		\$24,084.00	98.1%	\$468.00								
257.014	Water Main 4-Inch	LF	10	\$33.00	\$330.00	5	\$165.00		\$165.00	50.0%	\$165.00								
257.009	Water Service Pipe 1-Inch	LF	241	\$14.50	\$3,494.50	275	\$3,987.50		\$3,987.50	114.1%	-\$493.00								
257.013	Hydrant Lead DJ, 6-Inch	LF	21.5	\$39.00	\$838.50	18	\$702.00		\$702.00	83.7%	\$136.50								
257.030	Corporation Stop 1-Inch	Each	7	\$180.00	\$1,260.00	7	\$1,260.00		\$1,260.00	100.0%	\$0.00								
257.034	Curb Stop & Box 1-Inch	Each	7	\$160.00	\$1,120.00	7	\$1,120.00		\$1,120.00	100.0%	\$0.00								
257.050	Connect to Existing Water Main	Each	7	\$800.00	\$5,600.00	8	\$6,400.00		\$6,400.00	114.3%	-\$800.00								
257.060	Gate Valve & Box 6-Inch	Each	2	\$1,025.00	\$2,050.00	3	\$3,075.00		\$3,075.00	150.0%	-\$1,025.00								
257.063	Gate Valve & Box 12-Inch	Each	3	\$2,500.00	\$7,500.00	3	\$7,500.00		\$7,500.00	100.0%	\$0.00								
257.080	Fire Hydrant	Each	2	\$3,025.00	\$6,050.00	2	\$6,050.00		\$6,050.00	100.0%	\$0.00								
257.082	Water Main Fittings	LB	1414	\$6.00	\$8,484.00	701	\$4,206.00		\$4,206.00	49.6%	\$4,278.00								
257.083	Insulation, 2-Inch	SF	224	\$1.50	\$336.00	512	\$768.00		\$768.00	228.6%	-\$432.00								
257.084	Reconnect Existing Water Service	Each	7	\$70.00	\$490.00	8	\$560.00		\$560.00	114.3%	-\$70.00								
257.100	Adjusting Gate Valve Box	Each	4	\$60.00	\$240.00	4	\$240.00		\$240.00	100.0%	\$0.00								
257.102	Abandon Water Main	Each	2	\$500.00	\$1,000.00	0	\$0.00		\$0.00		\$1,000.00								
257.109	Removing Fire Hydrant	Each	2	\$200.00	\$400.00	2	\$400.00		\$400.00	100.0%	\$0.00								
257.200	Tracer Wire Access Box	Each	18	\$80.00	\$1,440.00	28	\$2,240.00		\$2,240.00	155.6%	-\$800.00								
258.001	Storm Sewer 12-Inch	LF	746	\$20.50	\$15,293.00	630.5	\$12,925.25		\$12,925.25	84.5%	\$2,367.75								
258.002	Storm Sewer 15-Inch	LF	10	\$29.00	\$290.00	0	\$0.00		\$0.00		\$290.00								
258.014	Storm Sewer 6-Inch	LF	15	\$24.00	\$360.00	15	\$360.00		\$360.00	100.0%	\$0.00								
258.030	Connect to Existing Storm Sewer	Each	10	\$500.00	\$5,000.00	9	\$4,500.00		\$4,500.00	90.0%	\$500.00								
258.040	Storm Manhole, Type B	LF	23.61	\$210.00	\$4,958.10	19.54	\$4,103.40		\$4,103.40	82.8%	\$854.70								
258.050	Manhole Covers, Type 1 (Storm)	Each	6	\$410.00	\$2,460.00	5	\$2,050.00		\$2,050.00	83.3%	\$410.00								
258.052	Inlet Type 3	VF	12.6	\$225.00	\$2,835.00	6.8	\$1,530.00		\$1,530.00	54.0%	\$1,305.00								
258.056	Catch Basin Type 2	VF	39.5	\$185.00	\$7,307.50	40.5	\$7,492.50		\$7,492.50	102.5%	-\$185.00								
258.061	Inlet Cover, Type H	Each	12	\$510.00	\$6,120.00	12	\$6,120.00		\$6,120.00	100.0%	\$0.00								



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

23<sup>rd</sup> 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 9.27.13  
CR # 129973

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Chippewa Concrete Services

Signed By: [Signature]

Position: Project Controller

# A-1 Excavating, Inc.

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

*Partial*  
WAIVER OF CONSTRUCTION LIEN

For value received, we hereby waive all rights and claims for lien on land and on  
Improvements about to be made, being made, altered, or repaired and to the  
Appurtenances thereunto, for the City of Chippewa Falls <sup># 1318</sup> 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 <sup>11-22-13</sup> <sub>CK # 13150</sub>

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 <sup># 1318</sup> 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: Ray J. Chaudry

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 <sup># 1318</sup> Owner, by  
Sampson Concrete contractor, in Chippewa  
County, state of Wisconsin, described as  
Willow Street

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

Or repair of said improvement and appurtenances, except;

Dollar Amount: \$ 22491.94

Pay Request # 2

Date of Waiver: 11-11-13

Company Name: Sampson Concrete

Signed By: Sarah Budment

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 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 <sup># 1318</sup> 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: \$ 40577.92

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 <sup># 1318</sup> 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: \$ 45759.20

Pay Request # 1

Date of Waiver: 9-19-13

Company Name: Senn Blacktop, Inc.

Signed By: [Signature]

Position: [Signature]



Strand Associates, Inc.<sup>®</sup>  
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. <sup>®</sup> 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* <sup>#</sup>	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* <sup>#</sup>	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.

<sup>#</sup> 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* <sup>#</sup>	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.

<sup>#</sup> 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 on 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)**

<b>3.</b>	<b>Number of times the flow and (C)BOD exceeded 90% or 100% of design, points earned, and score:</b>				
	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
<b>4.</b>	<b>Was the influent flow meter calibrated in the last year?</b>				
	<input checked="" type="radio"/> Yes Enter last calibration date, MM/DD/YYYY <span style="border: 1px solid black; padding: 2px 10px;">12/11/2013</span>				
	<input type="radio"/> No -explain <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
<b>5.</b>	<b>Sewer Use Ordinance</b>				
	<p><b>5.1</b> 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> <p><input checked="" type="radio"/> Yes  <input type="radio"/> No</p> <p>If No, please describe:</p>				

# 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

Facility Name: Chippewa Falls Wwtp

Last Updated:  
6/2/2014

Reporting Year: 2013

## Influent Flow and Loading (Continued)

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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

**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  $12/6 = 2.0$

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?

Yes - enter last calibration date, MM/DD/YYYY:

No - explain:

Effluent flow meter was adjusted to match Influent Flow Rate.

4. What problems, if any, were experienced over the last year that threatened treatment?

None

5. Other Monitoring and Limits

**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?

Yes

No

If Yes, please describe:

**5.2** At any time in the past year was there an effluent acute or chronic whole effluent toxicity (WET) test?

Yes

No

If Yes, please describe:

Acute and Chronic WET was performed in the 1st quarter, both test passed.

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

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5/21/2014

Reporting Year: 2013

## 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:

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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><b>NOTE:</b> 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 <math>12/6 = 2.0</math></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 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

## Effluent Quality and Plant Performance (Phosphorus) (Continued)

	<p><b>NOTE:</b> 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 <math>12/6 = 2.0</math></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 Grade	A

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:  
5/21/2014

Reporting Year: 2013

## Biosolids Quality and Management

	Questions	Points						
1.	<p><b>Biosolids Use/Disposal:</b></p> <p><b>1.1 How did you use or dispose of your biosolids?(Check all that apply)</b></p> <p> <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> <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:  <input style="width: 100%;" type="text"/></p>							
2.	<p><b>Land Application Site:</b></p> <table border="1" style="width: 100%; margin: 10px 0;"> <tr> <th colspan="2" style="text-align: center;">Last Year's Approved and Active Land Application Sites</th> </tr> <tr> <td style="width: 50%;">2.1.1 How many acres did you have?</td> <td style="width: 50%;">2.1.2 How many acres did you use?</td> </tr> <tr> <td style="text-align: center;">2614.70 acres</td> <td style="text-align: center;">290 acres</td> </tr> </table> <p>2.2 If you did not have enough acres for your land application needs, what action was taken?  <input style="width: 100%;" type="text"/></p>	Last Year's Approved and Active Land Application Sites		2.1.1 How many acres did you have?	2.1.2 How many acres did you use?	2614.70 acres	290 acres	
Last Year's Approved and Active Land Application Sites								
2.1.1 How many acres did you have?	2.1.2 How many acres did you use?							
2614.70 acres	290 acres							
	<p><b>2.3 Did you overapply nitrogen on any of your approved land application sites you used last year?</b></p> <p> <input type="radio"/> Yes(30 points)  <input checked="" type="radio"/> No                 </p>	0						
	<p><b>2.4 Have all the sites you used last year for land application been soil tested in the previous 4 years?</b></p> <p> <input checked="" type="radio"/> Yes  <input type="radio"/> No (10 points)  <input type="radio"/> N/A                 </p>	0						
3.	<p><b>Biosolids Metals</b></p> <p>Number of biosolids outfalls in your WPDES permit = 2</p> <p><b>3.1 For each outfall tested, verify the biosolids metal quality values for your facility during the last calendar year</b></p>							
<b>BIOSOLIDS METALS CHARACTERISTICS</b>								

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:  
5/21/2014

Reporting Year: 2013

## 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

<input type="radio"/>	0	0 Points
<input checked="" type="radio"/>	1-2	10 Points
<input type="radio"/>	> 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

Last Updated:  
5/21/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<ul style="list-style-type: none"> <li><input checked="" type="radio"/> NA. Did not exceed limits or no HQ limit applies (0 points)</li> <li><input type="radio"/> NA. Did not land apply biosolids until limit was met(0 points)</li> </ul>																	
	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" style="text-align: left;">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;">&gt; 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																
	<ul style="list-style-type: none"> <li><input type="radio"/> Yes(20 points)</li> <li><input checked="" type="radio"/> No (0 points)</li> </ul>																	
	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 &gt;= 95 F and MCRT &gt;= 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:  
5/21/2014

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 $\geq 95$ F and MCRT $\geq 15$ 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 $\geq 95$ F and MCRT $\geq 15$ 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 $\geq 95$ F and MCRT $\geq 15$ days, verified by 30 day rolling average detention time and continuous temperature monitoring.		
<b>4.1 If exceeded Class B limit or did not meet the process criteria at the time of land</b>			

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:  
5/21/2014

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	
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# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:  
5/21/2014

Reporting Year: 2013

Biosolids Quality and Management (Continued)

	<p><b>5.1 If the limit or criteria was exceeded at the time of land application, 40 point</b></p> <p><b>5.1.1 Was the limit exceeded or the process criteria not met at any time?</b></p> <p> <input type="radio"/> Yes  <input checked="" type="radio"/> No         </p> <p>If yes, what action was taken?</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	0
6.	Biosolids Storage:10	
	<p><b>6.1 How many days of actual, current biosolids storage capacity did your wastewater treatment facility have either on-site or off-site?</b></p> <p> <input type="radio"/> &gt;+ 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"/> &lt; 90 days (40 points)  <input type="radio"/> Not Applicable (0 points)         </p>	10
	<p><b>6.2 If you check Not Applicable above, explain why.</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
7.	Issues:	
	<p><b>7.1 Describe any outstanding biosolids issues with treatment, use or overall mgt?</b></p> <div style="border: 1px solid black; padding: 5px;"> <p>Experienced an issue with decreased dewaterability of our BioSolids, unable to achieve normal solids concentration (&gt;17%). Caused a shortage of storage capacity. We finally found a polymer that produced acceptable results but at twice the dosage/cost.</p> </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 style="margin-left: 40px;"> <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: 60%; margin-left: 40px;"></div> <p>Could use more help/staff for:</p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></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 style="margin-left: 40px;"> <input checked="" type="radio"/> Yes  <input type="radio"/> No. Explain                 </p> <div style="border: 1px solid black; height: 20px; width: 60%; margin-left: 40px;"></div>	
3.	<p>Did your plant have a <u>documented AND implemented</u> plan for preventative maintenance on major equipment items?</p> <p style="margin-left: 40px;"> <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: 60%; margin-left: 40px;"></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 style="margin-left: 40px;"> <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 style="margin-left: 40px;"> <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&amp;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-top: 5px;">                     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
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

## 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 type="text" value="FRED G HOBBS"/></p> <p>Certification No: <input 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 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 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 &amp; 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"/> 4.5 an operator on staff who has an operator-in-training certificate for your plant and is expected be certified within one year</p> <p><input type="checkbox"/> 4.6 a consultant to serve as your certified operator</p> <p><input type="checkbox"/> 4.6 None of the above (20 points)</p> <p>Explain: <input style="width: 50%; 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 Generated	0
Score (100 - Total Points Generated)	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-top: 5px;"></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						
<b>REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)</b>								
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-top: 5px;"></div>	0						
	5.2 What amount is in your Replacement Fund? <p style="text-align: center;"><b>Equipment Replacement Fund Activity</b></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)

	<b>5.2.2 Adjustments</b> <span style="float: right;">+ \$10,611.00</span> if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	
	<b>5.2.3 Adjusted January 1st Beginning Balance</b> <span style="float: right;">\$2,503,620.00</span>	
	<b>5.2.4 Additions to Fund</b> (e.g., portion of User Fee, earned interest, etc.) <span style="float: right;">+ \$200,800.00</span>	
	<b>5.2.5 Subtractions from Fund</b> (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) <span style="float: right;">- \$0.00</span>	
	<b>5.2.6 Ending Balance as of December 31st for CMAR Reporting Year</b> <span style="float: right;">\$2,704,420.00</span>	
(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>		

	<b>5.3 What amount should be in your replacement fund?</b> <span style="float: right;">\$2,704,420.00</span> (If you had a CWF 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.)	
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	<b>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)?</b> <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**

	<b>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?</b> <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: 20%;">Estimated Cost</th> <th style="width: 20%;">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									

	<b>7. Financial Management General Comments:</b> <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

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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.	<p>Do you have a Capacity, Management, Operation &amp; Maintenance(CMOM) requirement in your WPDES permit?</p> <p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p>	
2.	<p>Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation &amp; maintenance or CMOM program last calendar year?</p> <p style="margin-left: 40px;"> <input checked="" type="radio"/> Yes (go to question 3)  <input type="radio"/> No (30 points) (go to question 4)                 </p>	0
3.	<p>Check the elements listed below that are included in your Operation and Maintenance (O&amp;M) or CMOM program.:</p> <p><input checked="" type="checkbox"/> <b>Goals:</b> Describe the specific goals you have for your collection system:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>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.</p> </div> <p><input checked="" type="checkbox"/> <b>Organization:</b> Do you have the following written organizational elements (check only those that you have):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Ownership and governing body description</li> <li><input checked="" type="checkbox"/> Organizational chart</li> <li><input checked="" type="checkbox"/> Personnel and position descriptions</li> <li><input type="checkbox"/> Internal communication procedures</li> <li><input type="checkbox"/> Public information and education program</li> </ul> <p><input checked="" type="checkbox"/> <b>Legal Authority:</b> Do you have the legal authority for the following (check only those that apply):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <span style="border: 1px solid black; padding: 2px;">05/05/2009</span></li> <li><input checked="" type="checkbox"/> Pretreatment/Industrial control Programs</li> <li><input checked="" type="checkbox"/> Fat, Oil and Grease control</li> <li><input checked="" type="checkbox"/> Illicit discharges (commercial, industrial)</li> <li><input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc)</li> <li><input type="checkbox"/> Private lateral inspections/repairs</li> <li><input type="checkbox"/> Service and management agreements</li> </ul> <p><input checked="" type="checkbox"/> <b>Maintenance Activities: details in Question 4</b></p> <p><input checked="" type="checkbox"/> <b>Design and Performance Provisions:</b> How do you ensure that your sewer system is designed and constructed properly?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> State plumbing code</li> <li><input checked="" type="checkbox"/> DNR NR 110 standards</li> <li><input checked="" type="checkbox"/> Local municipal code requirements</li> <li><input checked="" type="checkbox"/> Construction, inspection and testing</li> </ul>	

# COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Chippewa Falls Wwtp

Last Updated:  
6/2/2014

Reporting Year: 2013

## Sanitary Sewer Collection Systems (Continued)

	<p><input type="checkbox"/> Others:</p> <p><input checked="" type="checkbox"/> <b>Overflow Emergency Response Plan:</b> Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Alarm system and routine testing</li> <li><input checked="" type="checkbox"/> Emergency equipment</li> <li><input checked="" type="checkbox"/> Emergency procedures</li> <li><input type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc)</li> </ul> <p><input checked="" type="checkbox"/> <b>Capacity Assurance:</b> How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Current and up-to-date sewer map</li> <li><input checked="" type="checkbox"/> Sewer system plans and specifications</li> <li><input checked="" type="checkbox"/> Manhole location map</li> <li><input checked="" type="checkbox"/> Lift station pump and wet well capacity information</li> <li><input checked="" type="checkbox"/> Lift station O&amp;M manuals</li> </ul> <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Areas with flat sewers</li> <li><input type="checkbox"/> Areas with surcharging</li> <li><input type="checkbox"/> Areas with bottlenecks or constrictions</li> <li><input type="checkbox"/> Areas with chronic basement backups or SSO's</li> <li><input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation</li> <li><input checked="" type="checkbox"/> Areas with heavy root growth</li> <li><input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I)</li> <li><input type="checkbox"/> Sewers with severe defects that affect flow capacity</li> <li><input type="checkbox"/> Adequacy of capacity for new connections</li> <li><input checked="" type="checkbox"/> Lift station capacity and/or pumping problems</li> </ul> <p><input type="checkbox"/> <b>Annual Self-Auditing of your O&amp;M/CMOM Program</b> to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input type="checkbox"/> <b>Special Studies Last Year (check only if applicable):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Infiltration/Inflow (I/I) Analysis</li> <li><input type="checkbox"/> Sewer System Evaluation Survey (SSES)</li> <li><input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP)</li> <li><input type="checkbox"/> Lift Station Evaluation Report</li> <li><input type="checkbox"/> Others:</li> </ul>	
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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><b>** If there were any SSO's that are not listed above, please contact the DNR and stop work on this section until corrected.</b></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)			
<b>6.</b>	Was infiltration/inflow(I/I) significant in your community last year?			
<p style="margin-left: 40px;"> <input type="radio"/> Yes  <input checked="" type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>				
<b>7.</b>	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 style="margin-left: 40px;"> <input checked="" type="radio"/> Yes  <input type="radio"/> No                 </p> <p>If Yes, please describe:</p> <div style="border: 1px solid black; padding: 2px;">                     Regent Street Lift Station was unable to keep up with I&amp;I, both pumps ran continuously for 3 weeks. Sewer main fully surcharged. Seems to correlate with Chippewa River level.                 </div>				
<b>8.</b>	Explain any infiltration/inflow(I/I) changes this year from previous years?			
<div style="border: 1px solid black; padding: 2px;">                     About the same.                 </div>				
<b>9.</b>	What is being done to address infiltration/inflow in your collection system?			
<div style="border: 1px solid black; padding: 2px;">                     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
<b>TOTALS</b>			<b>32</b>	<b>118</b>
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):	
<b>Influent Flow and Loadings:</b> Grade=A	
<b>Effluent Quality: BOD:</b> Grade=A	
<b>Effluent Quality: TSS:</b> Grade=A	
<b>Effluent Quality: Phosphorus:</b> Grade=A	
<b>Biosolids Quality and Management:</b> Grade=C	
<b>Staffing:</b> Grade=A	
<b>Operator Certification:</b> Grade=A	
<b>Financial Management:</b> Grade=A	
<b>Collection Systems:</b> 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) <b>G.P.A. = 3.69</b>	

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

City of Chippewa Falls, Wisconsin

COMPLIANCE MAINTENANCE RESOLUTION

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

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

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

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

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

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

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

Dated this XXth Day of June, 2014.

\_\_\_\_\_  
Council President

ADOPTED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk



**Unit Price Progress Estimate**

**Contractor's Application**

For (contract):		MAIN STREET- Chippewa Falls																			
Application Period:		4/30/2014 - 5/31/2014																			
Application Number:		1																			
Application Date:		June 1, 2014																			
Bid No.	Item Description	A		B		C		D		E		F		G		H		I		J	
		Estimated Bid Quantity	Unit Price	Previous Applications Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Total Completed & Stored to Date (C+D-F-G)	Quantity	Amount	% Comp.
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			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			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			2,600.00	2,600.00	98.4%	
256.001	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			1,320.00	31,350.00	100.0%	
256.006	4-6" SAN LATERALS	1,274.00	21.50			839.00	18,468.50			839.00	18,468.50			839.00	18,468.50			839.00	18,468.50	67.4%	
256.020	SAN MH TYPE M	42.18	212.00			42.18	8,942.16			42.18	8,942.16			42.18	8,942.16			42.18	8,942.16	100.0%	
256.030	SAN MH COVERS	5.00	500.00			1.00	600.00			1.00	600.00			1.00	600.00			1.00	600.00	100.0%	
256.033	CONN TO EX SAN	1.00	600.00			40.00	2,140.00			40.00	2,140.00			40.00	2,140.00			40.00	2,140.00	102.6%	
256.050	8x4, 8x6 WYES	39.00	53.50			1.00	1,000.00			1.00	1,000.00			1.00	1,000.00			1.00	1,000.00	100.0%	
256.080	MAINT SAN FLOW	1.00	1,000.00			39.00	1,365.00			39.00	1,365.00			39.00	1,365.00			39.00	1,365.00	100.0%	
256.081	RECONN EX SAN SERVICE	39.00	35.00			5.00	1,250.00			5.00	1,250.00			5.00	1,250.00			5.00	1,250.00	100.0%	
256.090	REM SAN MH	5.00	280.00			318.00	7,981.80			318.00	7,981.80			318.00	7,981.80			318.00	7,981.80	24.1%	
257.002	6" WM	1,318.00	25.10			1.50	54.75			1.50	54.75			1.50	54.75			1.50	54.75	25.0%	
257.004	12" WM	6.00	36.50			914.00	19,194.00			914.00	19,194.00			914.00	19,194.00			914.00	19,194.00	98.3%	
257.009	1" WTR SERVICE	930.00	21.00			26.00	1,003.60			26.00	1,003.60			26.00	1,003.60			26.00	1,003.60	113.0%	
257.013	6" HYD LEAD	23.00	38.60			37.00	1,407.00			37.00	1,407.00			37.00	1,407.00			37.00	1,407.00	100.0%	
257.030	1" CORP	37.00	175.00			4.00	2,400.00			4.00	2,400.00			4.00	2,400.00			4.00	2,400.00	100.0%	
257.034	1" V&B	3.00	600.00			8.00	8,640.00			8.00	8,640.00			8.00	8,640.00			8.00	8,640.00	114.3%	
257.050	CONN TO EX WM	7.00	1,080.00			1.00	2,540.00			1.00	2,540.00			1.00	2,540.00			1.00	2,540.00	100.0%	
257.060	6" VB	1.00	2,540.00			2.00	6,900.00			2.00	6,900.00			2.00	6,900.00			2.00	6,900.00	100.0%	
257.070	MH COVERS TYPE 1	1.00	600.00			527.00	4,216.00			527.00	4,216.00			527.00	4,216.00			527.00	4,216.00	171.1%	
257.080	HYDRANTS	308.00	8.00			37.00	1,665.00			37.00	1,665.00			37.00	1,665.00			37.00	1,665.00	100.0%	
257.082	WM FITTINGS	37.00	45.00			4.00	1,200.00			4.00	1,200.00			4.00	1,200.00			4.00	1,200.00	100.0%	
257.084	RECONN EX WTR SERVICE	37.00	45.00			2.00	600.00			2.00	600.00			2.00	600.00			2.00	600.00	100.0%	
257.090	6" HOT TAP	1.00	2,000.00			725.00	14,862.50			725.00	14,862.50			725.00	14,862.50			725.00	14,862.50	96.2%	
257.102	ABANDON WM	4.00	300.00			10.00	350.00			10.00	350.00			10.00	350.00			10.00	350.00	100.0%	
257.109	REM HYDRANT	2.00	300.00			7.00	360.50			7.00	360.50			7.00	360.50			7.00	360.50	35.0%	
257.200	TRACER WIRE BOX	38.00	43.00			5.00	300.00			5.00	300.00			5.00	300.00			5.00	300.00	100.0%	
258.001	12" STORM	753.50	20.50			20.00	51.50			20.00	51.50			20.00	51.50			20.00	51.50	35.0%	
258.003	18" STORM	10.00	35.00			5.00	300.00			5.00	300.00			5.00	300.00			5.00	300.00	100.0%	
258.005	27" STORM	20.00	51.50																		
258.040	CONN TO EX STORM	5.00	300.00																		

# Contractor's Application

## Unit Price Progress Estimate

For (contract):		Application Number: 1																		
MAIN STREET - Chippewa Falls		Application Date: 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.	Description	Estimated Bld 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									
258.041	STM MH TYPE B	22.30	275.00			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									97.8%
258.050	MH COVERS TYPE 1	6.00	550.00			36.00	7,452.00			36.00	7,452.00									100.0%
258.056	CATCH BASIN TYPE 2	36.00	207.00			9.00	3,825.00			9.00	3,825.00									100.0%
258.061	INLET COVER TYPE H	9.00	425.00			7.00	1,050.00			7.00	1,050.00									100.0%
258.073	REM INLETS	7.00	150.00			3.00	750.00			3.00	750.00									100.0%
258.074	REM MH STORM	3.00	250.00																	
259.002	HMA PVMT	775.00	59.35																	
259.018	SAWCUT PVMT	248.00	2.00																	
259.020	1 1/4" BASE	1,404.00	15.00			1300.00	20,800.00			1300.00	20,800.00									92.6%
259.022	COMMON EXC	1,872.00	5.00			1872.00	11,232.00			1872.00	11,232.00									100.0%
259.051	30" C&G	2,641.00	8.60			2641.00	22,712.60			2641.00	22,712.60									100.0%
259.060	4" SIDEWALK	5,610.00	3.20			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			0.50	50.00			0.50	50.00									50.0%
260.012	EROSION CONTROL	1.00	100.00																	
260.013	TURF ESTABLISH	2,848.00	4.75			417.00	7,506.00			417.00	7,506.00									156.8%
260.015	CLEARING	266.00	18.00			0.50	1,400.00			0.50	1,400.00									50.0%
260.200	MAIN OF TRAFFIC	1.00	2,800.00																	
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																	
<b>TOTAL</b>							<b>272,977.41</b>				<b>272,977.41</b>									<b>272,977.41</b>



**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															
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)		Total Completed & Stored to Date (C-E+G)		% Comp.					
				Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount						
204.003	REM CONC WALK	15,343.00	0.25			15343.00	3,835.75			15343.00	3,835.75	13343.00	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	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	100.0%					
256.001	8" SAN SWR	1,858.00	23.75			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	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	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	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	100.0%					
256.034	8x4 & 8x6 SAN WYES	48.00	58.50			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	100.0%					
256.081	RECON EX SAN SERVICE	48.00	10.00			44.00	440.00			44.00	440.00	44.00	440.00	95.7%					
256.090	RFM SAN MH	7.00	200.00			7.00	1,400.00			7.00	1,400.00	7.00	1,400.00	100.0%					
257.002	6" WM	1,983.00	24.83			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	129.1%					
257.011	2" WATER SERVICE	28.00	20.00			25.00	500.00			25.00	500.00	25.00	500.00	89.3%					
257.013	6" HYD LEAD	88.00	38.60																
257.030	1" CORP	48.00	155.00			51.00	7,905.00			51.00	7,905.00	51.00	7,905.00	104.1%					
257.032	2" CORP	2.00	290.00																
257.034	1" V&B	49.00	205.00			51.00	10,455.00			51.00	10,455.00	51.00	10,455.00	104.1%					
257.036	2" V&B	1.00	490.00			1.00	490.00			1.00	490.00	1.00	490.00	100.0%					
257.050	CONN TO EX WM	11.00	100.00			11.00	1,100.00			11.00	1,100.00	11.00	1,100.00	100.0%					
257.060	6" V&B	15.00	1,155.00			15.00	17,325.00			15.00	17,325.00	15.00	17,325.00	100.0%					
257.080	HYDRANT	6.00	3,200.00			6.00	19,200.00			6.00	19,200.00	6.00	19,200.00	100.0%					
257.082	WM FITTINGS	1,150.00	8.00			1150.00	9,200.00			1150.00	9,200.00	1150.00	9,200.00	100.0%					
257.083	2" INSULATION	864.00	2.00			1328.00	2,656.00			1328.00	2,656.00	1328.00	2,656.00	153.7%					
257.084	RECONN EX WTR SERVICE	49.00	20.00			51.00	1,020.00			51.00	1,020.00	51.00	1,020.00	104.1%					
257.100	ADJ V&B	1.00	125.00																
257.102	ABANDON WM	6.00	10.00			6.00	60.00			6.00	60.00	6.00	60.00	100.0%					
257.109	REM HYDRANT	6.00	100.00			6.00	600.00			6.00	600.00	6.00	600.00	100.0%					
257.200	TRACER WIRE BOX	95.00	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	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															
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						
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	39.45																
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	68.00	199.00			69.00	13,731.00					69.00	13,731.00	100.0%					
258.061	TYPE H INLET COVER	17.00	403.00			17.00	6,800.00					17.00	6,800.00	100.0%					
258.071	ADJ MH COVER STORM	1.00	203.00																
258.072	REM 12" PIPE	341.00	2.00			341.00	682.00					341.00	682.00	100.0%					
258.073	REM INLETS	17.00	50.00			17.00	850.00					17.00	850.00	100.0%					
258.074	REM MH STORM	3.00	250.00			3.00	750.00					3.00	750.00	100.0%					
259.002	HMA P/MT	1,188.00	58.84																
259.018	SAWCUT P/MT	450.00	2.00																
259.020	1 1/4" BASE	2,085.00	16.00			2000.00	32,000.00					2000.00	32,000.00	95.9%					
259.022	COMMON EXC	2,780.00	6.00			2780.00	16,680.00					2780.00	16,680.00	100.0%					
259.051	30" C&G	3,727.00	8.70																
259.060	4" SIDEWALK	15,343.00	3.00																
259.064	7" CONC DRIVEWAY	1,518.00	4.25																
259.070	CURB RAMP	304.00	15.00			0.50	50.00					0.50	50.00	50.0%					
260.012	EROSION CONTROL	1.00	100.00																
260.013	TURFESTAB	3,682.00	4.85																
260.015	CLEARING	348.00	15.00			588.00	8,820.00					588.00	8,820.00	169.0%					
260.200	MAIN OF TRAFFIC	1.00	500.00			0.50	250.00					0.50	250.00	50.0%					
260.300	MOVING SIGNS	15.00	50.00																
<b>TOTAL</b>							<b>380,566.44</b>						<b>380,566.44</b>						