AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, July 1, 2014 at 6:30 P.M. in the City Hall Council Chambers, 30 West Central Street, Chippewa Falls, WI

The Council will be having a summer get-together beginning at 5:00 pm with business addressed as follows beginning at 6:30 pm.

1. **CLERK CALLS THE ROLL**

2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
   (a) Approve minutes of the Regular Council Meeting of June 17, 2014.

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

4. **PUBLIC HEARINGS** - None

5. **COMMUNICATIONS** - None

6. **REPORTS**
   (a) Consider Board of Public Works minutes of June 23, 2014.

7. **APPLICATIONS**
   (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*
   (b) Consider Sidewalk Use Permit Application from TC-Teks to place a wind dancer on the sidewalk in front of the building on the corner of W Grand and N Bridge announcing their grand opening on July 7 – 11, 2014.
   (c) Consider Street Use Permit Application from Heartland Contractors for Chamber of Commerce construction staging from June 30 – December 31, 2014 utilizing the alley south of Bourget Insurance – between Bridge Street and Rushman Drive.

8. **PETITIONS** - None

9. **MAYOR ANNOUNCES APPOINTMENTS**
   (a) Consider appointment of Susan Brandt, Linda Crosby, and John Monarski as Election Inspectors.

10. **MAYOR'S REPORT**
    (a) Advise of Mayor's participation in the ribbon cutting at Wissota Place.

11. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code
    (a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of July 1, 2014. *(minutes to be distributed prior to meeting)*
    (b) Consider Committee of the Whole Minutes of June 18, 2014.
    (c) Consider Committee on Committees minutes of July 1, 2014. *(minutes to be distributed prior to meeting)*

12. **REPORT OF OFFICERS** - None

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

14. **RESOLUTIONS**

(a) Consider **Resolution #2014-32 Entitled:** Resolution Approving a Certified Survey Map of Sunshine Circle.

(b) Consider **Resolution #2014-33 Entitled:** Resolution Concerning Mobile Vending.

(c) Consider **Resolution #2014-34 Entitled:** Resolution (regarding purchase of 10 S. Bridge Street).

15. **OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW**

(a) Consider Engineering Agreement with Ayres Associates for Glen Loch Dam Inspection.

16. **CLAIMS**

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

(b) Consider claim submitted by Bethel Niblett, 646 W Cedar Street (refer to insurance company).

(c) Consider claim of Marsha Fliehr, 803 Jefferson Avenue, against the City of Chippewa Falls. See attached letter from Statewide Services, Inc. recommending denial of this claim.

17. **CLOSED SESSION** - None

18. **ADJOURNMENT**

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

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

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

CERTIFICATION OF OFFICIAL NEWSPAPER

I, hereby, certify that a copy of this notice has been posted on the bulletin board at City Hall and a copy has been given to the Chippewa Herald on June 27, 2014 at 2:10 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, June 17, 2014, in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Paul Olson, Bill Hicks, and George Adrian.
Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Wendy Stelter, Wastewater Supervisor George Hobbs, City Clerk Bridget Givens, Brian Reilly of Ehlers, and Vern Witthun of Strand Associates. See also the attached attendance listing.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) Motion by Hanke/Adrian to approve the minutes of the Regular Council Meeting of June 3, 2014. **All present voting aye, motion carried.**
(b) Motion by Mason/Adrian to approve the minutes of the Special Council Meeting of June 17, 2014. Councilor Hanke indicated a correction to the motion to adjourn which was made by Kiefer, not Hanke. **Motion by Mason/Hicks** to withdraw the previous motion and approve the Special Council Meeting minutes of June 17, 2014 with the correction indicated. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) City Engineer Rubenzer introduced Vern Witthun of Strand Associates who provided a presentation of their proposal for improvements at the City's Wastewater Treatment Plant.
(b) Paul Nadreau, 430 W Wisconsin Street, appeared to question if the repairs on the rail crossing at Garden Street could be expedited. Mayor Hoffman indicated there are four intersections in the City requiring repair with anticipated repair to occur in September.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) Motion by Hull/Adrian to approve the Board of Public Works minutes of June 9, 2014. **Roll Call Vote: Aye – Hull, Adrian, Hanke, Kiefer, Mason, Olson, Hicks.**
(b) Motion by Hicks/Kiefer to approve the Plan Commission minutes of June 9, 2014. **All present voting aye, motion carried.**

APPLICATIONS

(a) Motion by Hanke/Mason to approve the Operator (Bartender) Licenses as approved by the Police Department. **All present voting aye except Kiefer who recused, motion carried. Motion by Hanke/Adrian** to approve the denial of Operator (Bartender) licenses as recommended by the Police Department. **All present voting aye, motion carried.**
Motion by Adrian/Mason to consider items (b) – (g) in one motion. **All present voting aye, motion carried.**
Motion by Adrian/Mason to approve items (b) – (g) as follows:
(b) Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License for the Baby Boomers Reunion to be held on August 9, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.
(c) Application for Class "E" Dance and Live Music License from Gerald Cherrier for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on August 9, 2014.
(d) Application for Temporary Class "B" Beer Retailer's License from Chippewa Falls Main Street for the Pure Water Days Duck Splash Festival to be held in Allen Park (South Bridge St) on August 9, 2014.
(e) Application for Class "B" / "Class B" Beer and Wine Retailer's License for Oktoberfest/Chippewa Partners Inc. for Oktoberfest to be held on September 19 – 21, 2014 at the Northern Wisconsin State Fairgrounds, 225 Edward Street.

APPLICATIONS (continued)
(f) Street Use Permit Application from Oktoberfest/Chippewa Partners Inc. for the Golden Keg Procession to be held on September 19, 2014 from 12:00 pm – 1:00 pm beginning at the Leinie Lodge proceeding northbound on Jefferson Avenue to the NWSF main gate entrance.
(g) Application for Class "E" Dance and Live Music License from Oktoberfest for the Northern Wisconsin State Fairgrounds, 225 Edward Street, on September 19 – 21, 2014.
All present voting aye, motion carried.
(h) Motion by Hicks/Kiefer to approve the Street Use Permit Application from Dianne Dawson for Art on the Corner to be held on August 9, 2014 from 8:00 am – 5:00 pm on Spruce Street between Oak Street and Bay Street. **All present voting aye, motion carried.**
(i) Motion by Hicks/Hanke to table the Sidewalk Use Permit Application from TC-Teks to place a wind dancer on the sidewalk in front of the building on the corner of W Grand and N Bridge announcing their grand opening on July 7 – 11, 2014. **All present voting aye, motion carried.**
(j) Motion by Hicks/Mason to approve the Dance License Applications/Renewals for 2014/2015. **All present voting aye, except Kiefer who recused, motion carried.**
(k) Motion by Mason/Adrian to approve the Alcohol Beverage License Applications/Renewals for 2014/2015. **All present voting aye, except Kiefer who recused, motion carried.**
(l) Motion by Kiefer/Hull to approve the renewal of the 2014/2015 Garbage/Recycling Licenses of Tambornino Sanitation; Waste Management; Express Disposal, Inc.; Advanced Disposal Services Solid Waste Midwest, LLC; Normacycle, Inc.; Boxx Sanitation, LLC; and Provyro Waste Services. **All present voting aye, motion carried.**
(m) Motion by Hanke/Kiefer to approve the renewal of the 2014/2015 Taxicab Business Licenses of LeRoy Johnson (LeRoy's Taxi), Gene McGraw (Bella Transport), Nina Eisold (Ready Ride Taxi) and Kinfemichael Mitiku (Door 2 Door Taxi Service). **All present voting aye, motion carried.**
(n) Motion by Hanke/Hicks to approve the renewal of the 2014/2015 Taxicab Business License of John Hallquist (Town & Country Taxi) conditioned upon submission of passing Taxicab Vehicle Inspections as performed by the Police Department. **All present voting aye, motion carried.**
(o) Motion by Mason/Hanke to approve the renewal of the 2014/2015 Massage Establishment Licenses of Rachel-Funk Johnson (Crabbee Apple, LLC) and Summer Pena Olson (Isabell & Eve Therapeutic Massage). **All present voting aye, motion carried.**
(p) Motion by Hicks/Adrian to approve the new Massage Establishment Application of Savanna Miller, (Glitz & Glam) 29 W Spring Street, pending final approval from the Fire Inspector. **All present voting aye, motion carried.**
(q) Motion by Hicks/Kiefer to approve the new Massage Establishment Application of Troy Story, (The Garage Salon) 45 E Elm Street, pending final approval from the Fire Inspector. **All present voting aye, motion carried.**
(r) Motion by Mason/Kiefer to approve the conditional surrender from Karen Mancl, The Ritz Bar, (114 W. River Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Ritz on the River, LLC, Mary Berg, Agent. **All present voting aye, motion carried.**
(s) Motion by Hicks/Hanke to approve the Original Alcohol Beverage Retail License Application from Ritz on the River, LLC, Mary Berg, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for The Ritz located at 114 W River Street. **All present voting aye, motion carried.**
Motion by Hull/Hicks to consider items (t) – (u) in one motion. **All present voting aye, motion carried.**
Motion by Hull/Mason to approve items (t) – (u) as follows:
(t) Conditional surrender from Laury Konwinski, Laury's Town Pump, (616 N. Bridge Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Serene Investments, LLC, Paul Peters, Agent. **All present voting aye, motion carried.**
(u) Original Alcohol Beverage Retail License Application from Serene Investments, LLC, Paul Peters, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for the Town Pump Tavern located at 616 N Bridge Street.
All present voting aye, motion carried.
Motion by Kiefer/Mason to table items (v) – (w) as follows:
(v) Conditional surrender from Colleen Johnson, Sweeney's Bar & Grill (201 E Canal Street) of her Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License predicated upon the granting of the license to Blue Marble Pub, LLC, Heather Marble, Agent.

APPLICATIONS (continued)
(w) Original Alcohol Beverage Retail License Application from Blue Marble Pub, LLC, Heather Marble, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for the Blue Marble Pub located at 201 E Canal Street.
All present voting aye, motion carried.
(x) Motion by Adrian/Hanke to approve the Renewal Alcohol Beverage Retail License Application from Sweeney's Bar & Grill, LLC, Colleen Johnson, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage license for Sweeney's Bar & Grill located at 201 E Canal Street. **All present voting aye, motion carried.**
(y) Motion by Hicks/Mason to approve the Renewal Alcohol Beverage Retail License Application from James Sheeley House, LLC, James Bloms, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage license for The James Sheeley House located at 236 W. River Street. **All present voting aye, except Kiefer who recused, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS
(a) Mayor Hoffman announced the recommended appointment of Susan Brandt, Linda Crosby, and John Monarski as Election Inspectors. Action on these appointments is scheduled for July 1, 2014.

MAYOR'S REPORT
(a) Mayor Hoffman advised of his participation in the Good Sam (Samaritan) Rally.

COUNCIL COMMITTEE REPORTS
(a) Motion by Mason/Hanke to approve Committee #1 Revenues, Disbursements, Water and Wastewater minutes of June 10, 2014 and to vote separately on items #2 and #3. **Roll Call Vote: Aye – Mason, Hanke, Kiefer, Hull, Olson, Hicks, Adrian. Motion carried. Motion by Mason/Hicks** to refer item #2 regarding dog feces signage back to Committee #3. **All present voting aye, motion carried. Motion by Mason/Hanke** to approve item #3 regarding the fire department station feasibility study. **Roll Call Vote: Aye – Mason, Hanke, Kiefer, Hull, Olson, Hicks, Adrian. Motion carried.**
(b) Motion by Hull/Adrian to approve the Committee #3 Transportation, Construction, Public Safety and Traffic minutes of June 17, 2014. **Roll Call Vote: Aye – Hull, Adrian, Hanke, Kiefer, Mason, Olson, Hicks. Motion carried.**
(c) The Park Board minutes of June 10, 2014 were presented.
(d) The Library Board minutes of May 14, 2014 were presented.

REPORT OF OFFICERS - None

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

RESOLUTIONS
(a) Motion by Hicks/Mason to approve **Resolution #2014-27 Entitled:** A Resolution Adopting Chippewa Falls Shared Ride Transit Program Federal Transit Administration (FTA) Title VI Plan. **Roll Call Vote: Aye – Hicks, Mason, Hull, Olson, Adrian, Hanke, Kiefer. Motion carried.**
Brian Reilly of Ehlers distributed a document entitled: Sale Day Report for City of Chippewa Falls, Wisconsin $3,970,000 General Obligation Corporate Purpose Bonds, Series 2014A and provided details thereon.
(b) Motion by Mason/Hanke to approve **Resolution #2014-28 Entitled:** Resolution Awarding the Sale of $3,970,000 General Obligation Corporate Purpose Bonds, Series 2014A. **Roll Call Vote: Aye – Mason, Hanke, Kiefer, Hull, Olson, Hicks, Adrian. Motion carried.**
(c) Motion by Kiefer/Hull to approve **Resolution #2014-29 Entitled:** Resolution Approving a Certified Survey Map (Louis P. Hebert Jr.) **Roll Call Vote: Kiefer, Hull, Olson, Hicks, Adrian, Hanke, Mason. Motion carried.**

RESOLUTIONS (continued)
(d) Motion by Adrian/Mason to approve **Resolution #2014-30 Entitled:** City of Chippewa Falls, Wisconsin Compliance Maintenance Resolution. **Roll Call Vote: Aye – Adrian, Mason, Hull, Olson, Hicks, Hanke, Kiefer. Motion carried.**
(e) Motion by Hicks/Adrian to approve **Resolution #2014-31 Entitled:** Resolution (regarding sale of real estate located on Cashman Drive). **Roll Call Vote: Aye – Hicks, Adrian, Hanke, Kiefer, Mason, Hull, Olson. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW
a) Motion by Hicks/Adrian to approve the Development Agreement for Willow Creek Phase III and authorize the Mayor and appropriate City Staff to execute the agreement. **Roll Call Vote: Aye – Hicks, Adrian, Hanke, Kiefer, Mason, Hull, Olson. Motion carried.**
(b) Motion by Adrian/Hanke to approve the final pay request for 2013 Willow Street Reconstruction Project to A-1 Excavating in the amount of $5,000. **Roll Call Vote: Aye – Adrian, Hanke, Kiefer, Mason, Hull, Olson, Hicks. Motion carried.**

CLAIMS
(a) Motion by Hull/Adrian to approve the claims as recommended by the Claims Committee.

City General Claims:	$293,598.98
Authorized/Handwritten Claims:	$71,898.52
Department of Public Utilities:	$211,897.08
Total of Claims Presented	$577,394.58

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

(b) Motion by Hanke/Kiefer to refer the claim submitted by Marsha Fliehr, 803 Jefferson Avenue, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT
Motion by Adrian/Hanke to adjourn at 8:01 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JUNE 23, 2014 – 5:30 PM

The Board of Public Works met in City Hall on Monday, June 23, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Finance Manager Lynne Bauer, Alderperson George Adrian, Darrin Senn and Assistant City Engineer Matt Decur. Absent was Director of Public Works Rick Rubenzer.

1. **Motion** by Adrian, seconded by Bauer to approve the minutes of the June 9, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Assistant City Engineer Decur handed out a memo summarizing the two bids received for the Glen Loch Dam inspection: Ayres Associates, Inc. bid of $1100 and $3500 bid from S.E.H. Ayres did the Glen Loch Dam inspection in 2012. Based on their previous work and low bid; the City Engineering Department recommends awarding the Glen Loch Dam inspection to Ayres Associates, Inc.
   Motion by Senn, seconded by Bauer to recommend the Common Council award the Glen Loch Dam inspection to Ayres Associates, Inc. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Adrian, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:32 P.M.

Matt Decur, PE
Acting Secretary, Board of Public Works

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

MEMO

To: Board of Public Works

From: Chippewa Falls Engineering Office

Date: June 19, 2014

Re: Glen Loch Dam Inspection Proposals

On June 19, 2014, the Chippewa Falls Engineering Office opened two previously submitted proposals for the Glen Loch Dam Inspection Project. Glen Loch Dam is categorized a high hazard dam and is required to be inspected every 2 years. Listed below are the proposal amounts. Five-thousand dollars were budgeted in 2014 for this project.

1. Ayres Associates- $1100
2. S.E.H.-$3500
3. Tiry Engineering Inc- no response

After reviewing the proposals that were received the Chippewa Falls Engineering Department is recommending that Glen Loch Dam Inspection Project be awarded to Ayres Associates due to their previous work with the City on Glen Loch Dam and their lowest bid.

SIDEWALK USE PERMIT APPLICATION

Name Of Applicant:	Address Of Applicant:
TC-TEKS Computers Owner: Todd Welch, Carlos Curz	224 N. Bridge St, Chippewa Falls, WI 54729
Telephone Number:	**Date And Length Of Time Requested For Use Of Sidewalk:**
715-797-3048	Monday July 7th through Friday July11th 2014

Description Of The Portion Of Sidewalk To Be Used:

Front of building corner of W Grand & N Bridge

Describe In Detail The Purpose For Which the Sidewalk Will Be Used:

Wind dancer / sky dancer for drawing attention to our grand opening at this location.

The applicant agrees to indemnify, defend and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City on account of any injury to, or death of, any person or any damage to property caused by or resulting from the activities for which the permit is granted.

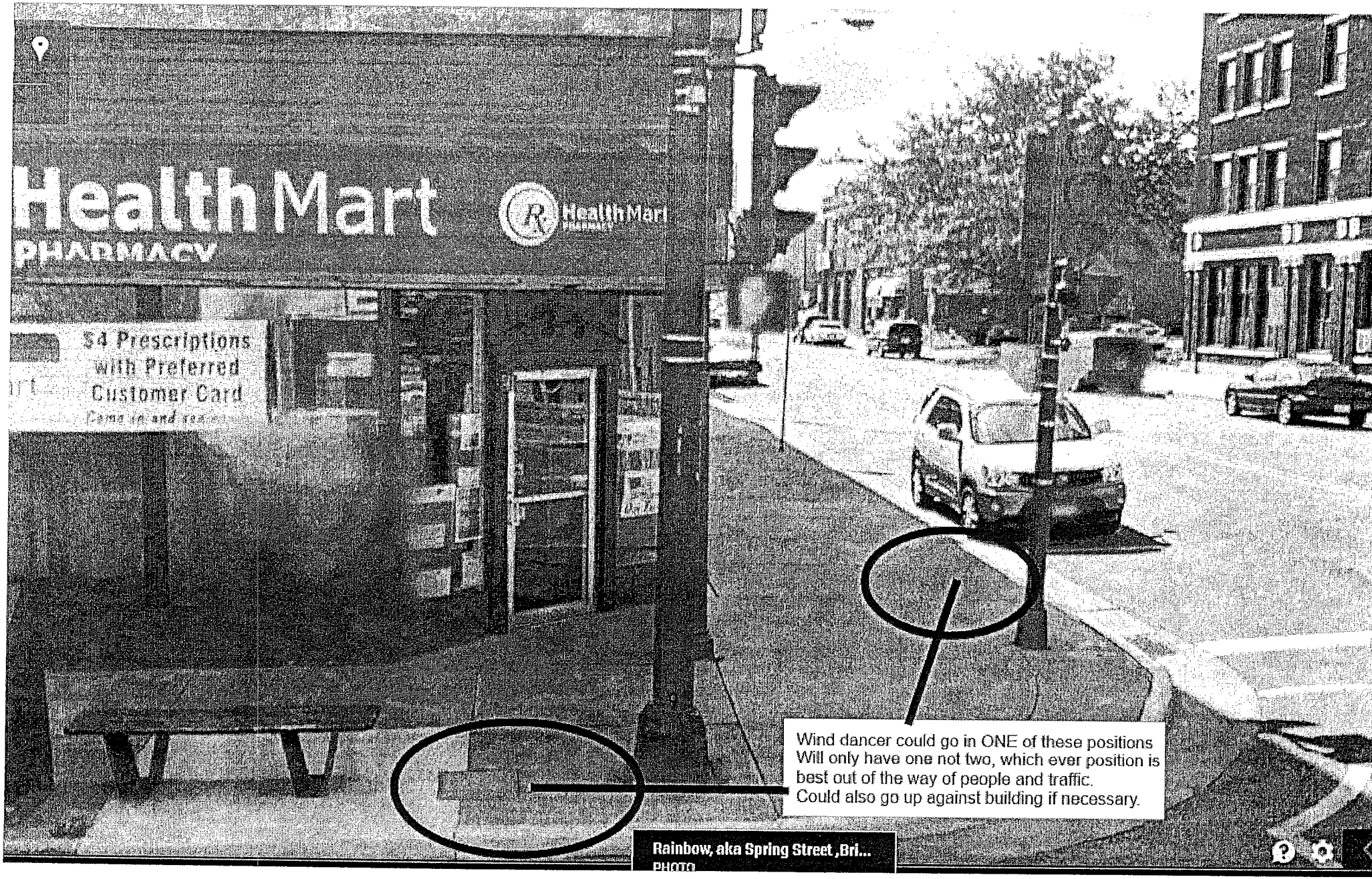
This Sidewalk Use Permit may be revoked by the City Council for any violation of any condition of such permit as set out in Ordinance 94-13, passed on May 17, 1994. Such revocation shall be after affording the permit holder a hearing before the City Council after service on the permit holder of notice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

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

Signature of Business Owner _____

Date Signed 6/12/2014

Date of Council Approval _____



Rainbow, aka Spring Street ,Bri...
PHOTO

Amelia

CITY OF CHIPPEWA FALLS
STREET USE PERMIT APPLICATION

Applicant Name and Address: HEARTLAND CONTRACTORS 13167 CTY HWY OO, CHIPPEWA FALLS, WI 54729	Applicant Phone Number: (715) 830-7830 ~~(715) 379-2590~~
☒ Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual. ISAAC LEWIS (715) 379-2590	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
Name of the event: CONSTRUCTION STAGING CHAMBER OF COMMERCE	Estimated number of persons participating:

Date and start and end times requested for street use:

6/30/2014 - 12/31/2014

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):

ALLEY SOUTH OF BOURGET INSURANCE, BETWEEN BRIDGE ST & RUSHMAN DR.

Use, described in detail, for which the street use permit is requested:

CONSTRUCTION ACCESS & MATERIAL DELIVERY

City services requested for the event (e.g., Street Department or Police Department staff time)

NONE

The applicant agrees to indemnify, defend, and hold the City and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the City or account of any injury to, or death of, any persons or any damage to property caused by or resulting from the activities for which the permit is granted. This Street Use Permit for the event may be terminated by the Chippewa Falls Police Department if the health, safety, and welfare of the public appears to be endangered by the activities or if the event is in violation of any of the conditions of the permit or regulations adopted by the Common Council. **Applicant understands they shall be present when the Board of Public Works or City Council considers the request for Street Use Permit. Failure to appear may be grounds for denial of the requested permit.**

Isaac Lewis — Signature of Applicant

6/26/2014 — Date

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):

Any cones or barricades needed for short term (week or less) use can be picked up and returned to City St. Dept. at 5 Bjork-Riverside Drive.

Requirements of Applicant:

See notes/revisions on attached site plan

Approved by:

Chief Wesley L. Stahr — Signature of Chief of Police

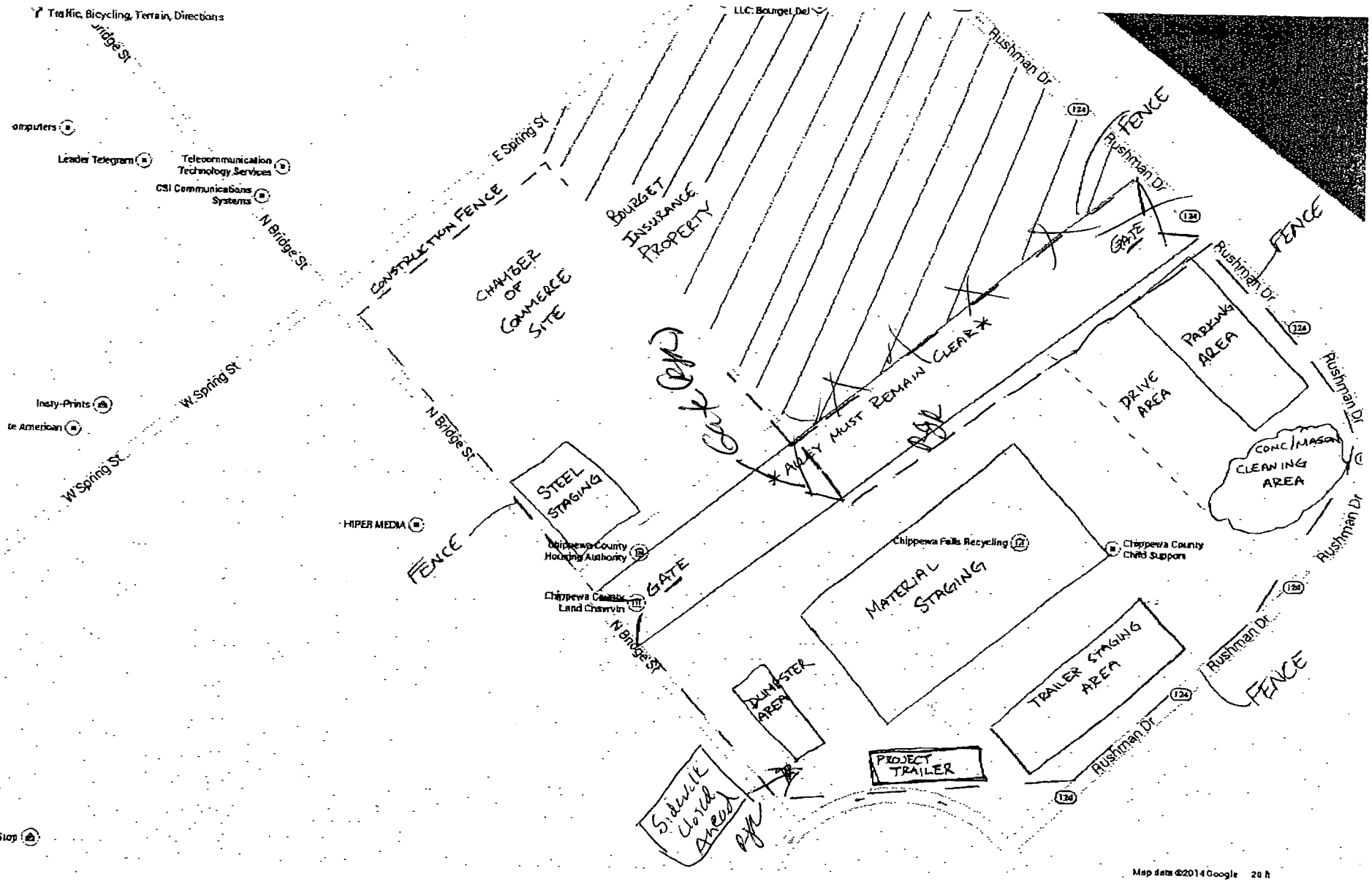
Richard J. Rulgan PE 6/26/2014 — Signature of Director of Public Works

Recommendation of Board of Public Works (if required): ☐ Approved ☐ Denied

Decision of City Council (required): ☐ Approved ☐ Denied

6/18/2014

Google Maps



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Minutes
Committee of the Whole

The Committee of the Whole met on **Wednesday, June 18, 2014** at **10:00 am** at **City Hall, Council Chambers, 30 West Central Street, Chippewa Falls, WI.**

Council/Committee Members present: Mike Hanke, Rob Kiefer, Amy Mason, Chuck Hull, Paul Olson, Bill Hicks, and George Adrian.
Others Present: Mayor Greg Hoffman, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Building Inspector Paul Lasiewicz, Lt. Matt Kelm, Recreation Supervisor Tommy Eisenhauer, Utility Office Manager Connie Freagon, Parks & Recreation Director Dick Hebert, City Clerk Bridget Givens, Laura Eddy and Ellen Hongerholt of Crescendo Consulting, Jane Lardahl, and Beth Arneberg.

The meeting was called to order 10:00 am by Council President, Bill Hicks.

Motion by Hicks/Hanke to change the order of the agenda and discuss item #3 first. **All present voting aye, motion carried.**

3. **Presentation by Lieutenant Matt Kelm regarding nuisance properties in the City. Possible recommendations to appropriate committee(s) or Council.**

   Lt. Kelm shared a PowerPoint presentation depicting a series of nine nuisance properties in the City. Inspector Lasiewicz provided information on the properties including orders issued, civil action taken, and forfeitures assessed. Lasiewicz also discussed the court's interpretation of the "reasonable person standard".

   Councilor Mason indicated she would like to hear from the City Attorney as to what more can be done to correct these nuisances. Lt. Kelm advised the City of Sheboygan had success with their ordinance relative to these types of issues.

   Mayor Hoffman shared that with a majority of the properties, the issue is cyclical. The areas will be cleaned, and then items begin to accumulate again.

   It was recommended the City of Sheboygan's ordinance be reviewed at the next Committee of the Whole meeting.

1. **Presentation by Crescendo Consulting of the Community Assessment Study Report for the proposed Irvine Park Welcome Center/Small Mammal/Aviary Building. Possible recommendations to appropriate committee(s) or Council.**

   Laura Eddy and Ellen Hongerholt of Crescendo Consulting provided an overview of the Community Assessment Study and details on the resulting report. Overwhelmingly, those participating in the study rated their quality of life in the City of Chippewa Falls at 4 – 5 (on a scale of 1-5). The consultants considered this high of a rating to be rare. Additionally, everyone interviewed indicated they would contribute to the project; some at very significant amounts.

   The consultants urged monetary support of some sort from the City to convey backing of the project.

No action taken.

2. **Discuss Irvine Park Capital Campaign and City's possible monetary contributions to the campaign and/or neighborhood parks. Possible recommendations to appropriate committee(s) or Council.**

During the interview process conducted by Crescendo Consulting, questions were raised as to the monetary support the City would provide. Councilor Hicks stated we need to consider both the Capital Campaign and the neighborhood parks and determine if we can support both.

Councilor Hanke questioned what the contributions have been in the past when we did major undertakings at the park, such as the bear dens. Mayor Hoffman advised that we shouldn't necessarily look at what past councils have contributed as some may not have been as supportive of the park.

Mason questioned the operating costs for the proposed Welcome Center and where the money should come from to contribute to the campaign. Parks & Recreation Director Hebert stated he is hoping volunteers can be used to help staff the center and as part of the design process, he will obtain estimates for utility increases.

Discussion ensued regarding available TIF funds that could be reinvested in the park; similar to what was done with the dispatch center. Hebert suggested an investment of $250,000 on the part of the City would be ideal.

Hicks shared that high on the list of citizen priorities is the condition of our streets. He questioned if a referendum would be necessary to determine if citizens are interested in tax increases to pay for street projects due to levy limits.

Mason expressed concern with the number of projects the City has committed to and would like to have further discussion on how to pay for these items. The Mayor indicated the downtown riverfront projects are funded and the Welcome Center should have no impact on the general fund, other than what the City decides to contribute. Hebert indicated the goal is to raise $3M and start an endowment fund for future support. There is also the guarantee of $450,000 from the Thorpe Foundation.

Continuing work on the neighborhood parks must also be considered. There has been interest in repurposing the courts at Buchanan Park as pickle ball courts. Mason questioned the priorities for the neighborhood parks at this time. Hebert indicated the playground equipment at Thaddeus Pound Park and the tennis/basketball court at Buchanan Park as these are the most frequently used parks. The Committee requested that Hebert compile a list of all neighborhood parks and what is needed to make them more user-friendly.

It was recommended this item be referred to Committee #1 for funding consideration.

4. **Discuss the possibility of expanding Shared Ride services outside of the limits of the City of Chippewa Falls. Possible recommendations to appropriate committee(s) or Council.**

Due to the closure of several retail stores on the south side of the City, there have been requests to expand Shared Ride to include areas in the Village of Lake Hallie. Hallie has expressed an interest in participating in the Shared Ride program, but the extent of that participation is unknown. Transit Manager Smith shared his concerns with changes to the program advising the Committee that the Federal Transit Authority and Department of Transportation would require an assessment study to be conducted which would cost upwards of $50,000. It would also need to be determined if all the Village of Lake Hallie would be covered, or only specific locations. Based upon the number of vehicles that would be out of the service area by traveling to Hallie, additional vehicles would need to be added to the fleet. Increasing the number of vehicles would require additional

reporting requirements resulting in increased administrative costs. Once the change is in place, we would not be able to go back. Councilor Adrian questioned if Hallie would be willing to share monetarily or set up their own program.

It was recommended this item be referred to Committee #3.

5. **Discuss possible consolidation of standing committees. Possible recommendations to appropriate committee(s) or Council.**

   Mason shared that a majority of cities use three or less committees to conduct their business, and the City of Chippewa Falls has four. During the budget cycle, Committees #1 and #2 met jointly, and that worked well. Mason thought that based on the frequency with which Committee #4 meets, it could potentially be an ad-hoc committee.

   Mayor Hoffman advised that a couple other communities do not have any standing committees and instead meet the day prior to a Council meeting to discuss all issues that would normally be considered by committee.

   Following further discussion, it appeared that a majority of the Committee did not support consolidating the standing committees.

   No action taken.

6. **Adjournment**

   Motion by Mason/Adrian to adjourn at 12:00 pm. **All present voting aye, motion carried.**

Minutes submitted by:
Bill Hicks
Council President

ORDINANCE 2014-15

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

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

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

23.09 APPEALS.

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

be amended to provide as follows:

23.09 APPEALS.

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

DATED this _____ day of _____, 2014

ALDERPERSON: _____

William Hicks, Council President

FIRST READING:_____

SECOND READING:_____

APPROVED:_____
Gregory S. Hoffman, Mayor

ATTEST:_____
Bridget Givens, City Clerk

RESOLUTION NO. 2014-32

RESOLUTION
APPROVING A CERTIFIED SURVEY MAP
OF SUNSHINE CIRCLE

RESOLVED, that a Certified Survey Map of Sunshine Circle is hereby approved by the Chippewa Falls Common Council. Said parcel being all of Lots 3 and 4, Certified Survey Map #4144, Volume 19, pages 7-8, formally Lots 1 and 2, Gateway Center and Lot 2, Certified Survey Map #3941, Volume 18, pages 50-51 in the Government Lot 4, Section 12, T28N, R9W, in the City of Chippewa Falls, Chippewa County, Wisconsin.

Dated this 1st day of July, 2014

ADOPTED: _____ _____

Council President

APPROVED: _____

Mayor

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

ATTEST:_____

City Clerk

CHIPPEWA CO. CERTIFIED SURVEY MAP NO._____

RECORDED IN VOL.___OF CERTIFIED SURVEY MAPS PAGE___

_____
REGISTER

BEING ALL OF LOTS 3 & 4, CERTIFIED SURVEY MAP #4144, VOLUME 19, PAGES 7-8, FORERLY LOTS 1 AND 2, GATEWAY CENTER, AND LOT 2, CERTIFIED SURVEY MAP #3941, VOLUME 18, PAGES 50-51
LOCATED IN GOVERNMENT LOT 4
SECTION 12, T28N, R9W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE:

I, PETER J. GARTMANN, REGISTERED LAND SURVEYOR, HEREBY CERTIFY:

THAT BY THE DIRECTION OF JOHN SCHEPPKE, I HAVE SURVEYED, DIVIDED AND MAPPED THE LAND IN PARCEL WHICH IS REPRESENTED BY THIS CERTIFIED SURVEY MAP.
THAT THE EXTERIOR BOUNDARY OF THE LAND PARCEL SURVEYED AND MAPPED IS AS FOLLOWS: BEING ALL OF LOTS 3 & 4, CERTIFIED SURVEY MAP #4144, VOLUME 19, PAGES 7-8, FORERLY LOTS 1 AND 2, GATEWAY CENTER, AND LOT 2, CERTIFIED SURVEY MAP #3941, VOLUME 18, PAGES 50-51
, LOCATED IN GOVERNMENT LOT 4, SECTION 12, T28N, R9W, CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

WISCONSIN PETER J. GARTMANN S 2279 KNAPP WI LAND SURVEYOR

BEGINNING AT THE SW CORNER OF SAID LOT 3, CERTIFIED SURVEY MAP #4144; THENCE N.2°54'50"W. ALONG THE WEST LINE OF SAID LOT 3 & 4 CERTIFIED SURVEY MAP #4144, A DISTANCE OF 174.44 FEET; THENCE 45.24 FEET ALONG THE ARC OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 309.25 FEET AND A CHORD BEARING AND DISTANCE OF N.06°58'56"W. 45.19 FEET TO THE NE CORNER OF SAID LOT 4, CSM #4144; THENCE N.60°42'51"E. ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 74.48 FEET; THENCE N02°25'17"W 17.29 FEET; THENCE N87°34'43"E 42.61 FEET; THENCE N89°20'14"E 63.87 FEET; THENCE N00°39'46"W 9.03 FEET; THENCE N89°20'14"E, ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 25.00 FEET TO THE WEST RIGHT OF WAY LINE OF SUNSHINE CIRCLE; THENCE S02°01'54"E 279.99 FEET TO THE INTERSECTION WITH USH "53" AND THE SE CORNER OF SAID LOT 3; THENCE N80°17'15"W ALONG THE SOUTH LINE OF SAID LOT 3 A DISTNACE OF 24.84 FEET; THENCE S86°54'10"W ALONG THE SOUTH LINE OF SAID LOT 3 A DISTANCE OF 166.88 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO ALL EASEMENT, RESTRICTIONS AND COVENANTS OF THE PLAT OF GATEWAY CENTER.

THAT THIS CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY SURVEYED AND DESCRIBED, AND THE SUBDIVISION THEREOF.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF CHIPPEWA FALLS AND CHAPTER 38, LAND DIVISION ORDINANCE OF THE GENERAL CODE OF CHIPPEWA COUNTY, WISCONSIN IN SURVEYING AND MAPPING THE SAME.

_____ DATED THIS 17 DAY OF June, 2014
PETER J. GARTMANN, R.L.S. 2279

CITY COUNCIL RESOLUTION

RESOLVED, THAT THIS CERTIFIED SURVEY MAP IN THE CITY OF CHIPPEWA FALLS, JOHN SCHEPPKE, OWNER, IS HEREBY APPROVED BY THE CITY COUNCIL

_____ June 17, 2014
MAYOR DATE

I HEREBY CERTIFY THAT THE FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF CHIPPEWA FALLS

Bridget Swins 6-17-14
CITY CLERK DATE

SHEET 2 OF 2

PAGE __

CADD No: 14036

CHIPPEWA CO. CERTIFIED SURVEY MAP No._____

RECORDED IN VOL._____ OF CERTIFIED SURVEY MAPS PAGE_____

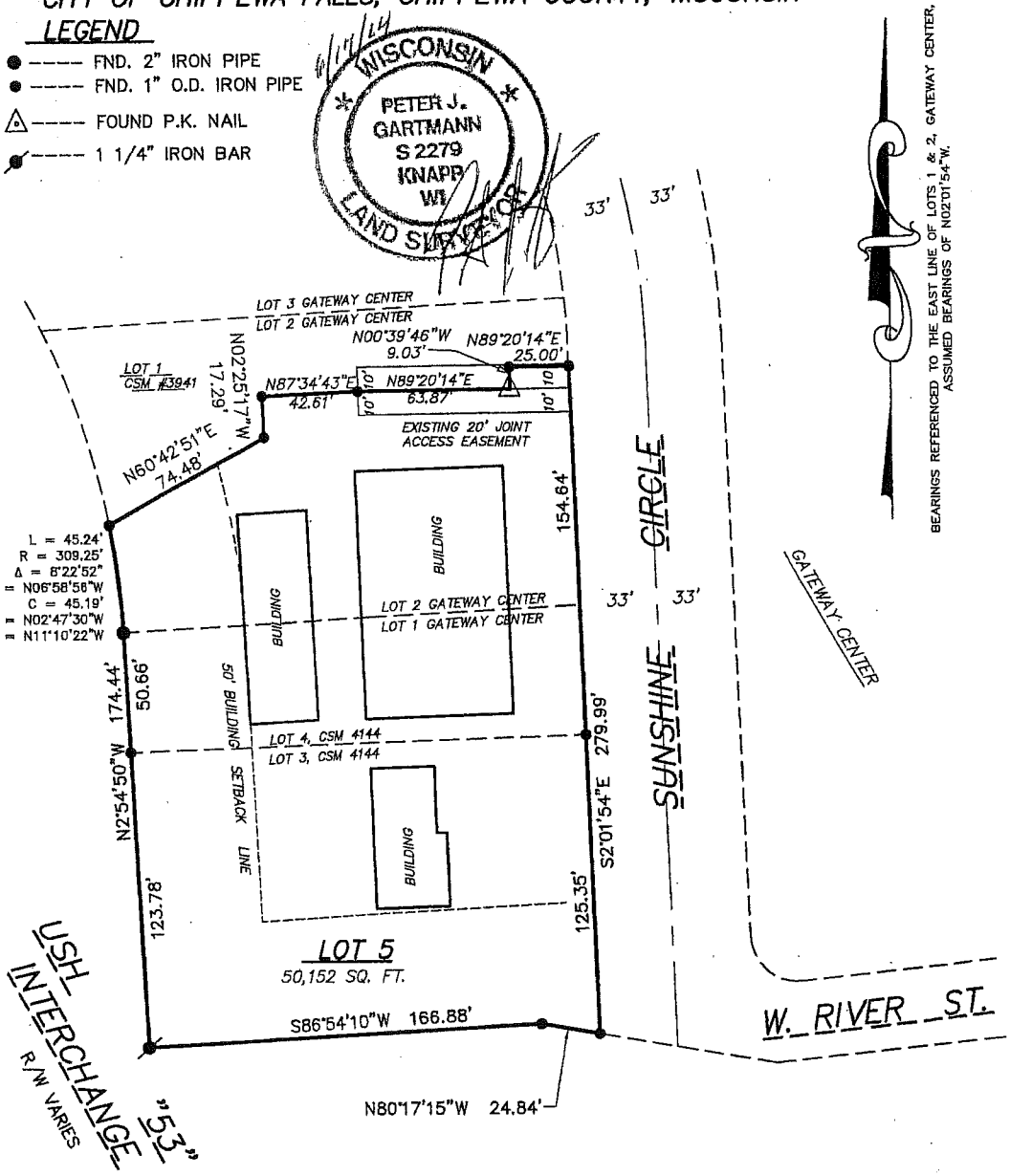
_____
REGISTER

BEING ALL OF LOTS 3 & 4, CERTIFIED SURVEY MAP #4144, VOLUME 19, PAGES 7–8, FORMERLY LOTS 1 AND 2, GATEWAY CENTER AND LOT 2 CERTIFIED SURVEY MAP #3941, VOLUME 18, PAGES 50–51
IN THE GOVERNMENT LOT 4
SECTION 12, T28N, R9W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN

LEGEND

- ● ----- FND. 2" IRON PIPE
- ● ----- FND. 1" O.D. IRON PIPE
- △ ----- FOUND P.K. NAIL
- ----- 1 1/4" IRON BAR

WISCONSIN PETER J. GARTMANN S 2279 KNAPP WI LAND SURVEYOR



0 60 120
SCALE: 1" = 60'

REAL LAND SURVEYING
635 FAIRFAX ST.
ALTOONA, WI 54720
(715) 514-4116
CADD No. 14036

SHEET 1 OF 2

PAGE_____

RESOLUTION NO. 2014 - 33

RESOLUTION CONCERNING
MOBILE VENDING

WHEREAS, Mobile vending food trucks are an emerging industry and practice and are expanding;

WHEREAS, Mobile vending today is a substantial departure from the mobile food supplier of the past;

WHEREAS, there is a need to review and study the health and safety impacts of food preparation through mobile vending and to analyze the impact upon year – round merchants in the City of Chippewa Falls;

NOW THEREFORE, The City of Chippewa Falls does hereby declare a moratorium on mobile vending food trucks until such time as the Chippewa Falls common council, departments, and committees can fully investigate and analyze the emerging industry and practices with the following moratorium exceptions:

1. Vendors at the Wisconsin State Fairgrounds;
2. Vendors at Pure Water Days events with the permission of the operator(s) of the event;
3. Food delivery trucks such as Schwan's, etc.;
4. Ice cream trucks and hot dog carts;
5. Vendors set up in parking lots of retail establishments with the permission of the retail establishment; and
6. Other vendors with limited term permission of the City Council, or Mayor in the case of an emergency. The purpose of this moratorium is to continue the status quo and the intention is to continue existing practices and the enumeration herein may not cover all such existing practices.

Dated this 1st day of July, 2014

Council Vote: Ayes:_____

Nays:_____

COUNCIL PRESIDENT:_____
William Hicks

APPROVED:_____
Gregory S. Hoffman, Mayor

ATTEST:_____
Bridget Givens, City Clerk

Resolution No. 2014-34

RESOLUTION

WHEREAS, the purchase of 10 S. Bridge Street in Chippewa Falls has been previously approved by the Chippewa Falls Common Council;

WHEREAS, a closing was held for the purchase;

WHEREAS, First American Title Insurance Company requires a resolution that the purchase is authorized and for a legal purpose;

WHEREAS, the property that was purchased is legally described in Exhibit "A" attached hereto.

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

1. The purchase and closing of the described real estate is accepted and approved.

2. The premises described are being acquired for a purpose permitted under Wisconsin Statutes, to wit: parking, park or building construction purposes or any other legal purpose.

3. The acquisition is again hereby authorized and approved.

Dates this 1st day of July, 2014.

Council Vote: Ayes: _____

Nays: _____

ALDERPERSON: _____
William Hicks

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

EXHIBIT "A"

A part of Government Lot 4 in Section 6, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows: Commencing at the Southeasterly corner of Block 14, of the Original Plat to the City of Chippewa Falls; thence Southeasterly on the Easterly line of said Block 14 extended 91.27' to the point of beginning; thence continue Southeasterly along said line 124.73'; thence Southwesterly parallel to the Southerly line of said Block 14, 320.00' thence Northwesterly parallel with the Easterly line of said Block 14, 150.00' to the Southerly line of River Street; thence Northeasterly parallel with the Southerly line of said Block 14 and on the Southerly line of River Street 274.08'; thence along the arc of a curve concave Southwesterly, the long chord of which is 52.48' in length, to the Easterly line of Block 14 extended and the point of beginning; also,

A part of Government Lot 4 in Section 6, Township 28 North, Range 8 West, in the City of Chippewa Falls, Chippewa County, Wisconsin, described as follows: Commencing at the Southeasterly corner of Block 14, of the Original Plat to the City of Chippewa Falls; thence Southeasterly on the Easterly line of said Block 14 extended 66.00' to the point of beginning; thence continue along said line 25.27'; thence Northwesterly along the arc of a curve, the long chord of which is 52.48' to the intersection of the Southerly line of River Street; thence Northeasterly along the Southerly line of River Street 45.92' to the point of beginning.

Excepting from the above-described parcels of land, that part thereof conveyed to the State of Wisconsin, Department of Transportation in deed dated June 6, 1996 and recorded June 25, 1996 in Volume 835 of Records, on pages 777-778 as Document No. 552241.

EXCEPT: A part of those lands in Government Lot 4, Section 6, Township 28 North, Range 8 West, City of Chippewa Falls, Chippewa County, Wisconsin, lying within the following described traverse:

Commencing at the Southwest corner of said Section 6; thence S89°53'59"E 5058.38 feet to the Southeast corner of said Section 6; thence N16°17'34"W 1833.90 feet to the point of beginning of said traverse; thence N40°37'05"W 175.86 feet; thence S49°26'07"W 344.35 feet; thence S40°33'53"E 28.25 feet to a point hereinafter known as Point A; thence N48°33'01"E 161.93 feet; thence 116.06 feet along the arc of a curve concave to the southeast with a radius of 184.96 feet and a chord which bears N66°31'38"E 114.17 feet; thence S80°53'11"E 27.69 feet; thence 102.57 feet along the arc of a curve concave to the southwest with a radius of 256.00 feet and a chord which bears S61°01'36" 101.88 feet; thence N49°22'55"E 19.95 feet to the point of beginning.

Part of Computer Number: 09-211-4223
Part of Parcel Number: 22808-0641-50040770

For information purposes only:
10 S Bridge Street
Chippewa Falls, WI 54729

AYRES ASSOCIATES

June 17, 2014

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

Re: Glen Loch Dam Safety Inspection

Dear Mr. Rubenzer:

Thank you for the opportunity to submit this proposal for professional services for conducting an inspection of the City's dam as required by the Wisconsin Department of Natural Resources (WDNR). This letter presents our proposed scope of services, time schedule, fee, and contract terms and conditions.

Project Description

Owners of large dams in Wisconsin are required to have a Registered Professional Engineer, with knowledge of dams, conduct an inspection of their structure. This inspection requires review of existing information, a site visit, completion of an inspection checklist, and submittal of an inspection report to the WDNR.

Ayres Associates has inspected over 50 dams since the inception of the WDNR Owner Responsible Inspection Program (ORIP). All of our inspections have been accepted and approved by the WDNR regional engineers almost exclusively on the first submittal. Our Water Resources group is a group of ten engineers dedicated to only engineering of dams. We have the experience to know what a problem with a dam is and what normal characteristic are. We also have the respect and confidence of the WDNR. They have hired Ayres Associates directly for inspections and studies on several WDNR owned dams.

We are familiar with the Glen Loch dam. We completed the repair design in 1984 (Jim Bakken was the engineer and is still employed by Ayres Associates) and we inspected the dam in 2001. Todd Rudolph, who will do the inspection, worked on the inspection project in 2001.

Scope of Services

Ayres Associates proposes the following Scope of Services to complete the City's required owner inspection to satisfy WDNR inspection requirements.

1. Contact Dustin Defelice at the WDNR to notify the WDNR Regional Engineer that we will be conducting an inspection at the City's dam.
2. Request from the WDNR electronic copies of available information for the dam including the last dam inspection.

3. According to the WDNR database the dam has a high hazard rating. An Emergency Action Plan (EAP), Inspection Operation and Maintenance Plan (IOMP) and Dam Failure Analysis have been completed for the dam. We will review these reports during the inspection of the dam.
4. Conduct an on-site dam inspection.
5. Complete the WDNR required checklists, photo documentation and letter report, and submit to the City for review and approval. Following City's approval of the report, forward the final report to the WDNR Regional Engineer. The letter report will include a description of any dam deficiencies, any recommended remedial actions and a timeline for these remedial actions, as required by the WDNR. Reports will be filed both electronically and in paper copy per the WDNR requirements.
6. If the dam has an existing benchmark, we will conduct a field survey during the inspection. Typical shots include headwater elevation, tail water elevation, spillway inlet and outlet elevation, and low elevation on the embankment. If a benchmark is not present at the dam location, we will not conduct a field survey.

Responsibilities of Owner and Others

The owner will provide access to available documentation about the dam at the time of the inspection.

Additional Services

Additional services such as an underwater inspection, setting a benchmark at the dam, and updating reports is not included. If these services are necessary, they would be additional services, and a fee estimate would be prepared.

Time Schedule

We will conduct the inspection in the summer of 2014. We will submit the draft report to the City within 45 days of inspection and the final report is due to the WDNR within 90 days of inspection.

Fee

We will perform the above services for a lump sum amount of $1,100.

Contract Terms and Conditions

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

Acceptance

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

This proposal is valid until August 1, 2014, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc

Christopher T. Goodwin, PE
Manager, Water Resources
Direct: 715.831.7682
GoodwinC@AyresAssociates.com

Accepted by Owner:

City of Chippewa Falls
Owner's Name

Signature

Richard J. Rubenzer PE
Name

Director of Public Works/City Engineer/Utilities Manager
Title

Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF CHIPPEWA FALLS
CLAIM REPORTING FORM

RECEIVED
JUN 20 2014
CITY OF CHIPPEWA FALLS
BY

Name of Claimant: Bethel A. Niblett	Claimant Address: 646 West Cedar Street. C.F
Claimant Phone Number: Home 715-726-2024 Cell 715-828-5518	Date of Incident: June 13, 2014
Time of Incident: About 5 p.m.	Location of Incident: River Street Ramp off of H. 53 S

Damages Claimed (attach any relevant receipts and supporting documentation):

Sliced side wall tire – New
* Fixed by Chilson's. Chip Falls – Copy of Bill
AAA towed CAR back to Chilson's

Description of Incident:

I picked up my new Dodge Caravan 2014 at Chilson's and headed home on Highway 53N. I took 53N, hoping it was a faster way home as it was almost 5 p.m.

Proceeding down the off ramp to Business 29 or River St. W. going East into Chippewa. I noticed the pot holes had not been fixed. And it had been winter when I last came this route. As I was Completing my turn on Business 29. I hit a pothole. I was trying to get around and miss all of them.

Shortly the car dinged and a light on the dash came on saying low tire (!). As I was driving past the Cenex Gas Station (River Country) It was thump! thump! thump! I turned in the Strip mall across from Cenex – 927 West River Street. Parked and got out to check my tires. The passaget rear was flat to the rim. Mileage on my new 2014 Dodge was 171 miles.

Spicklers Contracted by AAA towed me back to Chilsons And Chilson's replaced the Slasped tire. Tuesday June 17th. I did not have a Spare but orded one.

Signature of Claimant: Bethel A. Niblett	Date: June 19, 2014

Statewide Services, Inc.
Claim Division

1341 John Q. Hammons Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

June 20, 2014

City of Chippewa Falls
Attn: Lynne Bauer
30 W Central St
Chippewa Falls WI 54729

Program:	League of Wisconsin Municipalities Mutual Insurance
Our Insured:	City of Chippewa Falls
Date of loss:	6/13/2014
Our Claim #	WM000092110162
Claimant:	Marsha Fliehr 803 Jefferson Ave Chippewa Falls WI 54729

Dear Ms. Bauer,

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance which insures the City of Chippewa Falls. We are in receipt of the claim submitted by Ms. Fliehr for damage to her vehicle from driving over a pothole.

We have reviewed the matter and recommend that the City of Chippewa Falls deny this claim pursuant to the Wisconsin statute for disallowance of claim 893.80(lg). The disallowance will shorten the statute of limitations period to six (6) months.

Our denial is based on the fact that the investigation revealed no negligence on behalf of the City. The City did not have prior actual or constructive notice of the pothole condition which allegedly caused this incident.

Please submit the disallowance directly to the claimant at the above address. The disallowance should be sent certified or registered mail and must be received by the claimant within 120 days after you receive Notice of Claim. Please send a copy of the disallowance to Statewide Services Inc. Claims.

Sincerely,

Sarah Dorr
PO Box 5555
Madison, WI. 53705-0555
800-545-2190 Phone
800-854-1537 Fax
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