

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, November 18, 2014 at 6:30 P.M. in the City Hall
Council Chambers, 30 West Central Street, Chippewa Falls, WI

1. **CLERK CALLS THE ROLL**
2. **APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - (a) Approve minutes of the Regular Council Meeting of November 4, 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.
 - (a) Presentation of influent screening, waste hauling, co-generation and co-digestion reports and recommendations by Strand Associates, Inc. (*see BPW minutes*)
4. **PUBLIC HEARINGS** - None
5. **COMMUNICATIONS** - None
6. **REPORTS**
 - (a) Consider Board of Public Works minutes of November 10, 2014.
 - (b) The Plan Commission Meeting of November 10, 2014 was cancelled due to lack of agenda items.
7. **APPLICATIONS**
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. (*Complete list provided prior to Council meeting*).
 - (b) Consider Original Alcohol Beverage Retail License Application from Carol J. White, an individual, for a Class "B" Beer and "Class C" Wine License for String Above a Stage Below located at 105 N. Bridge Street.
8. **PETITIONS** - None
9. **MAYOR ANNOUNCES APPOINTMENTS** - None
10. **MAYOR'S REPORT**
 - (a) Mayor to introduce Allyson Gommer from the Chippewa Falls Area Chamber of Commerce who will provide a brief tourism update.
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 November 11, 2014. (*minutes to be distributed prior to meeting*)
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 11, 2014. (*minutes to be distributed prior to meeting*)
 - (c) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of November 18, 2014. (*minutes to be distributed prior to meeting*)
 - (d) Park Board minutes of November 11, 2014.
 - (e) Library Board minutes of October 15, 2014.
12. **REPORT OF OFFICERS** - None
13. **ORDINANCES**
 - (a) Second Reading of **Ordinance #2014-18 Entitled:** An Ordinance Amending the Two Hour Parking Code Section and the No Parking Code Section of the Chippewa Falls Municipal Code, Sections 7.09 (2) (b) 17 and 7.09 (1) (b).
 - (b) First Reading of **Ordinance #2014-19 Entitled:** An Ordinance Providing for Cross Connection Control and Backflow Prevention.

14. RESOLUTIONS - None

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) Consider amended agreement with Strand Associates, Inc. for Influent Screening, Waste Hauling Station and Bio-solids Dewatering Project.
- (b) Consider agreement with Strand Associates, Inc. for the Wastewater Treatment Plant Capital Improvement Program Outlay.
- (c) Discuss/consider awarding the demolition contract for the West Spring Street Residential Building and former Chippewa Valley Siding and Roofing Building (*recommendation to be provided prior to Council Meeting*).
- (d) Introduction of Resolution Regarding the Discontinuance of the Alley in Block 6, Zielie's Addition to Chippewa Falls and scheduling the same for a Public Hearing on January 6, 2015.
- (e) Introduction of Resolution Regarding the Discontinuance of Alexander Street in Block 6, Zielie's Addition to Chippewa Falls and scheduling for a Public Hearing on January 6, 2015.
- (f) Discuss process for filling 6th Ward Council Vacancy.

16. CLAIMS

- (a) Consider claims as recommended by the Claims Committee.
- (b) Consider claim of Doug Hunt, 1553 Benjamin Place, against the City of Chippewa Falls. See attached letter from Statewide Services, Inc. recommending denial of this claim.
- (c) Consider claim of Gary Wheeler, 45 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 November 14, 2014 at 2:00 pm by BNG.

MINUTES OF THE REGULAR MEETING OF THE COMMON COUNCIL

The regular meeting of the Common Council of the City of Chippewa Falls was held on Tuesday, November 4, 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, and George Adrian.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Assistant City Engineer Matt Decur, Police Chief Wendy Stelter, Building/Zoning Inspector Paul Lasiewicz, Director of Chippewa Falls Main Street Teri Ouimette, and City Clerk Bridget Givens.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Hanke/Adrian** to approve the minutes of the Regular Council Meeting of October 21, 2014. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) The Mayor introduced Austin who was in attendance as part of his merit badge requirements for Boy Scouts.

(b) Mark Falch, 4696 144th Street, owner of Spring Street Studio appeared to advise of an issue with the parking lots near his business; particularly broken glass and cigarette butts. It was recommended this item be brought to Committee #3 for additional discussion.

PUBLIC HEARINGS

(a) Harvey Fouts, 311 East Vine Street, indicated his desire to install a wood boiler at this residence. He stated the system he would install is upwards of 75% efficient. Additional discussion was had including wood storage, chimney heights and the possibility of future requests of this type. Inspector Lasiewicz shared that he received an anonymous call advising they are against the Council granting a variance for Mr. Fouts.

Mayor Hoffman opened a public hearing regarding the appeal request of Harvey Fouts, 311 East Vine Street, to install an outdoor wood burning boiler at his residence at 6:49 pm.

There being no requests to speak, the hearing was closed at 6:50 pm.

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works Meeting of October 27, 2014 was cancelled due to lack of agenda items.

(b) **Motion by Hanke/Adrian** to refer the Transit Board of Directors minutes of October 22, 2014 to Committee #1 for additional discussion. **All present voting aye, motion carried.**

(c) **Motion by Mason/Hanke** to refer the Business Improvement District Board of Directors minutes of October 29, 2014 to Committee #1 for additional discussion. **All present voting aye, motion carried.**

APPLICATIONS

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

(b) **Motion by Adrian/Kiefer** to approve the appeal of Harvey Fouts to place an outdoor wood burning boiler at his residence located at 311 East Vine Street. **Motion by Adrian/Kiefer** to amend the previous motion to include the approval was granted due to the efficiency of the boiler based upon the specifications provided by the manufacturer. **Roll Call Vote: Aye - Adrian, Kiefer, Mason, Olson, Hanke; No - Hull. Motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

COUNCIL COMMITTEE REPORTS

(a) **Motion by Mason/Hull** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of October 28, 2014. **All present voting aye, motion carried.**

(b) **Motion by Mason/Olson** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of November 4, 2014. **All present voting aye, motion carried.**

(c) **Motion by Adrian/Kiefer** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of October 30, 2014. **All present voting aye, motion carried.**

REPORT OF OFFICERS - None

ORDINANCES

(a) The First Reading of **Ordinance #2014-18 Entitled:** An Ordinance Amending the Two Hour Parking Code Section and the No Parking Code Section of the Chippewa Falls Municipal Code, Sections 7.09 (2) (b) 17 and 7.09 (1) (b) was held.

RESOLUTIONS

(a) **Motion by Hanke/Mason** to approve **Resolution #2014-41 Entitled:** Resolution Authorizing an Absence of Need Exception for Pedestrian and Bicycle Accommodations on the State Street Project. **Roll Call Vote: Aye - Hanke, Mason, Hull, Olson, Adrian, Kiefer. Motion carried.**

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS

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

City General Claims:	\$299,055.18
Authorized/Handwritten Claims:	\$1,293.54
Department of Public Utilities:	<u>\$56,662.05</u>
Total of Claims Presented	<u>\$357,010.77</u>

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

CLOSED SESSION - None

ADJOURNMENT

Motion by Adrian/Hull to adjourn at 7:10 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, NOVEMBER 10, 2014 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, November 10, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Alderperson George Adrian and Darrin Senn. Absent was Finance Manager Lynne Bauer. Also, present at the meeting were Vern Witthuhn of Strand Associates Inc. and George Hobbs, Wastewater Supervisor.

1. **Motion** by Senn, seconded by Adrian to approve the minutes of the September 8, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Vern Witthuhn of Strand Associates Inc. presented the attached summary and recommendations of the influent screening, hauling station and cogeneration and codigestion reports. Mr. Witthuhn noted that the existing influent screen is long past its useful life. He also stated that receiving waste facility costs (estimated at \$396,000), are eligible for zero interest financing through the Wisconsin Clean Water Loan Program. Wastewater Supervisor Hobbs noted that the Vactor truck debris pad is required in the recently issued 2014-18 Wastewater Treatment Plant discharge permit.
Mr. Witthuhn continued by evaluating the three alternatives that were considered for the biogas reuse process. The existing microturbines are well beyond their 10 year useful life and Supervisor Hobbs predicts failure in the next 3-5 years. The microturbines, when installed in 2003, estimated a thirty year payback assuming energy costs would continue to rise exponentially. This scenario did not play out. Using a present worth analysis, the microturbines are not a cost effective solution and therefore recommended not to be replaced as they fail. Instead, the recommended solution is for a second biogas boiler to be installed when the microturbines fail or are about to fail.
Mr. Witthuhn also updated the Board on the biosolids dewatering project and showed the savings the wastewater utility could realize if the screening and hauling station projects were incorporated into the biosolids project. Utility Manager Rubenzer then stated that a roughly \$5,000,000 loan was being retired in 2016 so no large change in wastewater rates was anticipated due to these projects.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve proceeding with the influent screening and hauled waste station projects in conjunction with the biosolids dewatering project (centrifuge installation), and to select the biogas boiler alternative and not replace the microturbines when they fail. **All present voting aye. MOTION CARRIED.**

3. Mr. Witthuhn presented the attached agreement to do a Capital Improvement Program Outlay for the Wastewater Treatment Plant. Discussion about getting a comprehensive all-inclusive plan followed. The estimated fees for this service are \$10,000.
Motion by Adrian, seconded by Senn to recommend the Common Council approve the agreement with Strand Associates Inc. to develop a Capital Improvement Program Outlay for the Wastewater Treatment Plant at an estimated cost of \$10,000. **All present voting aye. MOTION CARRIED.**

4. Utility Manager Rubenzer presented the attached Cross Connection Ordinance. The Board discussed the attached notice of non-compliance to the Chippewa Falls Water Utility from WDNR. One of the required conditions is to have a WDNR approved updated Cross Connection Control Ordinance in place by March 29, 2016. Rubenzer stated that the utility was not keeping up with residential inspections and would have to now perform 20% of all residential inspections (823) annually, until all are completed. In addition, all Commercial, Industrial and Public Authority facilities must be inspected by September 29, 2016. Rubenzer noted that the Well Abandonment Ordinance update referred to in number eight of the non-compliance notice would be forthcoming and was required to be in place by March 2015. **Motion** by Hoffman, seconded by Rubenzer to recommend the Common Council approve the attached Cross Connection Ordinance revision. **All present voting aye. MOTION CARRIED.**
5. Director of Public Works Rubenzer updated the Board of Public Works on the existing task list (attached) for Street Department Personnel and discussed how many of the tasks could be accomplished. No action taken.
6. **Motion** by Adrian, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:25 P.M.


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

CITY OF CHIPPEWA FALLS
CORRECTED BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, SEPTEMBER 8, 2014 – 5:30 PM

The Board of Public Works met in City Hall on Monday, September 8, 2014 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Alderperson George Adrian and Darrin Senn. Absent was Finance Manager Lynne Bauer.

1. **Motion** by Adrian, seconded by Senn to approve the minutes of the August 11, 2014 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

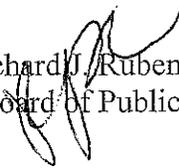
2. The Board discussed the attached State Municipal Agreement for the rehabilitation of the Bridge Street (STH #124) bridge in 2017. The Federal/State bridge program will fund the \$2,260,000 construction cost and 75% of the preliminary engineering costs which are \$150,000. The City is responsible for 25% of the engineering costs or \$50,000. Director of Public Works Rubenzer noted that WDOT had conducted a consultant selection process for this project and selected S.E.H. for the engineering. Alderperson Adrian asked if TIF funding could be used for the City share. DPW Rubenzer will discuss with City Planner Jayson Smith. **Motion** by Adrian, seconded by Rubenzer that the Common Council approve the State Municipal Agreement for the rehabilitation of the Bridge Street (STH #124) bridge in 2017. In addition, that Mayor Hoffman be authorized to execute the agreement prior to sending to WDOT for signatures. **All present voting aye. MOTION CARRIED.**

3. The Board briefly discussed the attached final payment of \$125,966.12 to Haas Sons, Inc. for the 2013 Downtown Roundabout Project. About \$28,000 is being retained pending some spawled concrete replacement. **Motion** by Senn, seconded by Adrian to recommend the Common Council approve the final payment of \$125,966.12 to Haas Sons, Inc. and authorize appropriate City personnel to execute the payment. **All present voting aye. MOTION CARRIED.**

4. The Board discussed the attached first payment application from Haas Sons, Inc. for the 2014 Central Street Project in the amount of \$176,846.15. **Motion** by Hoffman, seconded by Senn to recommend the Common Council approve the first payment application from Haas Sons, Inc. for the 2014 Central Street Project in the amount of \$176,846.15 and authorize appropriate City personnel to execute the application. **All present voting aye. MOTION CARRIED.**

5. **Motion** by Adrian, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:42 P.M.

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





STRAND
ASSOCIATES®

Excellence in Engineering Since 1946

Strand Associates, Inc.®

WWTP Project Updates

City of Chippewa Falls, WI



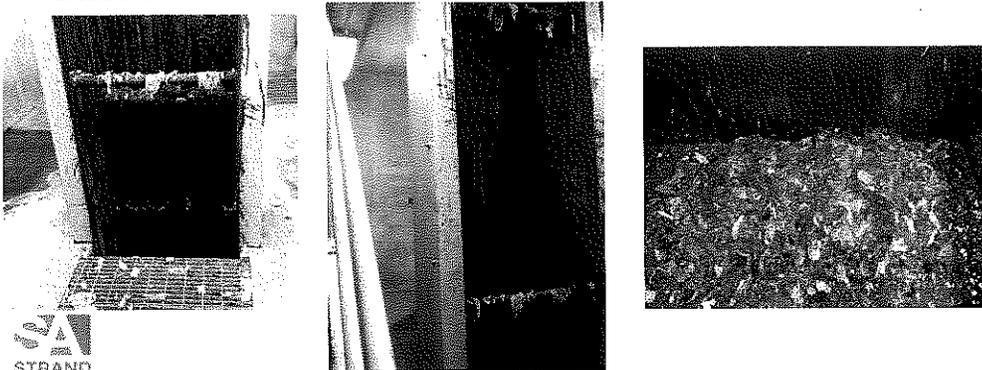
WWTP Update – Studies and Design

1. Influent Screening & Hauled Waste Receiving
2. Biogas Reuse-Cogeneration and Codigestion
3. Biosolids (Sludge) Dewatering Design Update
4. Capital Improvement Program Development



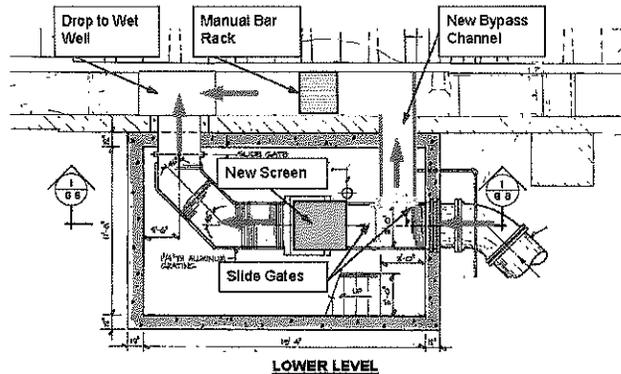
Screening Evaluation

- Influent screen is very old – well beyond normal life
- Screen openings are large – inefficient at protecting WWTP
- Bypassing screen is labor intensive and puts staff in potentially dangerous situation



Proposed Layout Advantages – Two Layouts Considered

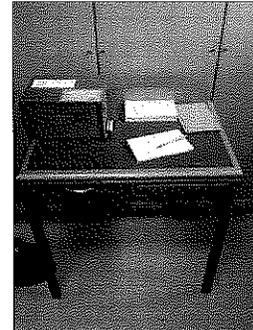
- Lower cost
- Better hydraulics
- Better access to equipment
- Ability to add bypass channel – eases maintenance requirements



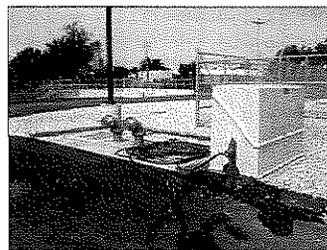
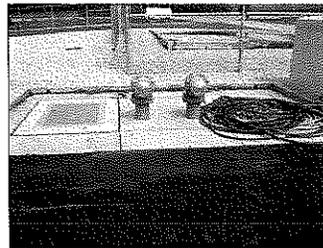
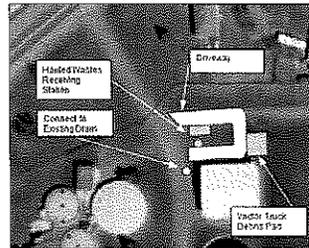
Opinion of Project Costs = \$1,128,000

Septage and High Strength Waste Receiving

- Septage and hauled wastes can provide significant revenue
- Need to provide an efficient drop-off facility to increase business and reduce WWTP interferences
- Need to charge fairly; shouldn't continue to work on the "honor system"
- No storage at WWTP to protect plant
- No metering or auto-monitoring of wastes brought in



Recommended Hauled Waste Receiving Facility



Opinion of Probable Project Cost = \$396,000
Real potential for increased revenue from additional haulers
Receiving Facility Costs are eligible for zero-interest financing through Wisconsin Clean Water Fund.

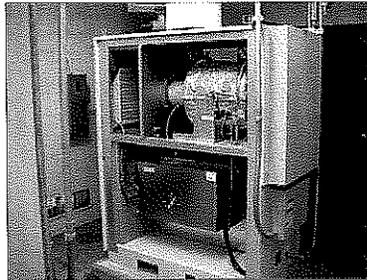
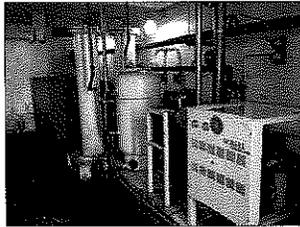
Biogas Reuse –Codigestion

- WWTP can potentially increase gas production by bringing in high-strength wastes
- Increased gas production would make more electricity
- There are sources of high-strength waste and interest from producers
- Some grant funding is available on a case-by-case basis



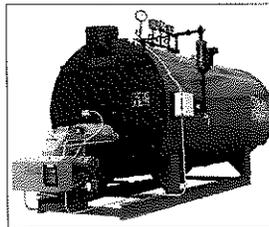
Biogas Reuse – Cogeneration and Codigestion

- Existing microturbines were recently replaced with used units; normal life is only about 10 years.
- Gas conditioning system is becoming more difficult to maintain
 - Media life has decreased
 - Equipment is becoming obsolete – expensive to custom build parts
 - Requires special electrical/HVAC rating (explosion potential)

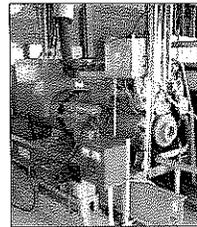


Biogas Reuse Evaluated Multiple Technologies

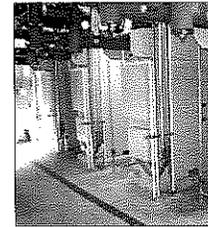
Biogas Boiler



Engine Generator



Microturbines



Current Biogas Production

	Biogas Boiler	Engine Generator	Microturbines
Construction Costs	\$224,000	\$1,694,000	\$1,246,000
Annual O&M Costs	\$1,000	(\$9,000)	\$10,000
Total Present Worth	\$296,000	\$1,576,000	\$1,548,000

Future Biogas Production – High-Strength Waste

	Biogas Boiler	Engine Generator	Microturbines
Construction Costs	\$540,000	\$2,052,000	\$2,085,000
Annual O&M Costs	(\$55,000)	(\$75,000)	(\$42,000)
Total Present Worth	(\$183,000)	\$1,066,000	\$1,533,000



Codigestion and Cogeneration Recommendations

- * **Add High-Strength Waste receiving facilities to septage receiving facility**
 - * Allows evaluation of waste sources
 - * Allows observation of biogas generation rates with various wastes
 - * Reduced cost as part of larger project (\$150,000 compared to \$318,000 as stand-alone project)

- * **Add second boiler when or before microturbines fail**
 - * Option with lowest project and total present worth cost
 - * Provides backup for 10-year old boiler



Probable Costs for Screen and Hauled Waste Receiving Alternatives

Opinion of Project Costs	\$1,128,000
Design Engineering Fee	\$95,000

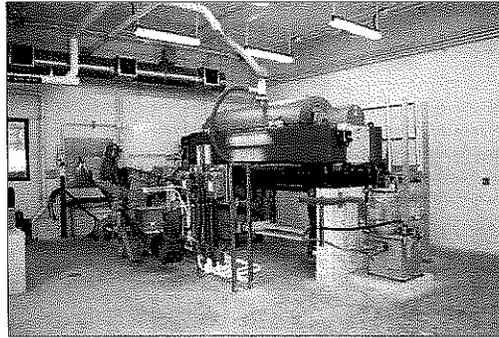
Substantial Savings can be Gained from Combining with Dewatering Project

	Savings
Design Engineering	\$25,000
Bidding Services	\$5,000 to \$10,000
Construction Engineering	\$30,000 to \$40,000
Construction Cost	\$150,000 to \$200,000
Total	\$210,000 to \$275,000



Dewatering Design Project Update

- Design at approximately 50% completion
- Design review meeting held October 22
- Electrical, HVAC, structural, and process design concepts presented
- Detailed design being completed
- Several manufacturers are being considered to promote competition



Capital Improvement Plan Services

- Comprehensive assessment of plant processes and infrastructure
 - Includes structures, HVAC, plumbing, etc. in addition to treatment equipment
- Structured prioritization of repairs, replacements, and improvements
- Allows planning for future expenditures and impact on rates





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

October 31, 2014

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Amendment No. 1 to the June 16, 2014, Agreement for Design Services
Biosolids Dewatering Improvements Project

This is Amendment No. 1 to the referenced Agreement.

Under the Re: line CHANGE Biosolids Dewatering Improvements Project to "Influent Screening and Biosolids Dewatering Improvements Project."

Under paragraph 1, CHANGE Biosolids Dewatering Improvements to "Influent Screening and Biosolids Dewatering Improvements."

Under Scope of Services,

REPLACE Item No. 1 with the following:

- "1. Conduct a kickoff meeting at the wastewater treatment plant to gather site-specific information and discuss the required project components, schedule, and interim milestones, as well as the overall scope. The Scope of Services anticipates the new biosolids dewatering equipment will be located within the existing belt filter press-gravity belt room, the new influent screen will be located in the existing screening room, and the hauled wastes receiving facilities will be located north of the existing biosolids storage building."

REPLACE Item No. 3 with the following:

- "3. Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) C 700 Standard General Conditions of the Construction Contract front end documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical; site/civil engineering; structural; heating, ventilation, and air conditioning; plumbing; electrical power; and controls. Submit technical design documents to OWNER for review."

Under Compensation, CHANGE \$80,000 to "\$175,000."

Under Schedule, CHANGE November 15, 2014, to "March 15, 2015."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.

OWNER:

CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

Richard J. Rubenzer, P.E.,
Director of Public Works, City Engineer, Utilities
Manager

Date



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

June 16, 2014

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities
Manager

Re: Agreement for Design Services
Biosolids Dewatering Improvements Project

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design Services (Services) for the Biosolids Dewatering Improvements project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Conduct a kickoff meeting at the wastewater treatment plant to gather site-specific information and discuss the required project components, schedule, and interim milestones, as well as the overall scope. The Scope of Services anticipates the new equipment will be located within the existing belt filter press-gravity belt room.
2. Develop the design basis that will lay out the conditions, sizes, locations, utility connections, and related design information in a document for OWNER's review.
3. Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) C-700 Standard General Conditions of the Construction Contract front-end documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical; heating, ventilation, and air conditioning; plumbing; electrical power; and controls. Submit technical design documents to OWNER for review. Site/civil engineering is not anticipated to be required and is not included in the scope.
4. Attend Review Meeting No. 1 with OWNER following ENGINEER's submittal of the 50 percent design documents.
5. Develop 90 percent design, which will include the technical specifications, front-end contract documents, and drawings at 90 percent completion for OWNER's review.
6. Attend Review Meeting No. 2 with OWNER following submittal of the 90 percent design documents.

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City of Chippewa Falls
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June 16, 2014

7. Submit final design documents to the Wisconsin Department of Natural Resources (WDNR). Incorporate the final edits and quality control comments into the final design documents. Submit the previously developed engineering report and final design documents to the WDNR for review and approval. Provide OWNER with an electronic version of the final design submittal.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.

2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Bidding- and Construction-Related Services: Bidding- and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for

City of Chippewa Falls
Page 3
June 16, 2014

evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$80,000.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated on June 19, 2014. Services are scheduled for completion on November 15, 2014.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under

City of Chippewa Falls
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June 16, 2014

similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of the WDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or

City of Chippewa Falls
Page 5
June 16, 2014

decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of the WDNR financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this

City of Chippewa Falls
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June 16, 2014

Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the Scope of Services. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CHIPPEWA FALLS

Matthew S. Richards 7/20/14
Matthew S. Richards Date
Corporate Secretary

Richard J. Rubenzer 7/20/2014
Richard J. Rubenzer, P.E., Date
Director of Public Works, City Engineer, Utilities Manager

An opinion of probable cost for the hauled wastes receiving facilities are shown on Table 3.04-1.

Item	Cost Opinion
Curbed Receiving Pad, Box, and Screen	\$ 24,000
Vactor Truck Debris Pad	\$ 72,000
Subtotal	\$ 96,000
Site Work	\$ 60,000
Mechanical	\$ 51,000
Electrical and Controls	\$ 50,000
Subtotal	\$ 257,000
Contractors General Conditions (10%)	\$ 26,000
Construction Costs	\$ 283,000
Contingencies and Technical Services (40%)	\$ 113,000
Total Capital Costs	\$ 396,000

**Table 3.04-1 Opinion of Probable Construction
 Cost-Hauled Wastes Receiving Facilities**

3.05 RECOMMENDATIONS

The recommended screen technology is the multirake screen, which is the same as the existing screen. Through the screen alternatives evaluation, two retrofit locations were evaluated for the new screen. The 1982 location has the lower capital and is recommended over the 1950 channel location. In addition, the 1982 alternative has better hydraulic characteristics and provides better access for maintenance of the equipment.

As described previously, hauled waste loads have increased in recent years. Hauled wastes receiving facilities are recommended to improve operation, monitoring, and allow for better truck access. If these facilities are included with a Clean Water Fund Loan project, the portion of the project associated with hauled waste receiving facilities can receive a zero percent interest loan.

The recommended screen replacement and hauled wastes receiving project is summarized in Table 3.05-1.

Item	Cost Opinion
Screen Replacement	\$ 733,000
Hauled Wastes Receiving Facilities	\$ 257,000
Subtotal	\$ 990,000
Contractors General Conditions (10%)	\$ 99,000
Construction Costs	\$ 1,089,000
Contingencies and Technical Services (40%)	\$ 435,000
Total Capital Costs	\$ 1,524,000

Table 3.05-1 Screen Replacement and Hauled Wastes Receiving Project

This section of the report provides our recommendations for the City's use in budgeting over the next year and in future years. The specific timing of improvements is not included because the schedule will be dependent on the City's desire and need to proceed with the proposed projects.

4.01 HSW RECEIVING RECOMMENDATIONS

Receiving HSW would provide potential revenue from tipping fees and improves the total present worth of the cogeneration alternatives. The preliminary opinion of capital cost to construct HSW receiving facilities is \$318,000.

The City may consider constructing hauled waste receiving facilities for holding tank and septage wastes as part of the screening upgrade project. HSW receiving and storage tank could be included with the holding tank and septage receiving project. If the City plans to continue with cogeneration, further discussions with the prospective HSW providers from the food and beverage industry are recommended because HSW receiving would improve the total present worth of cogeneration.

4.02 BIOGAS UTILIZATION RECOMMENDATIONS

Three alternatives were evaluated on a present worth basis. These alternatives include using biogas in the boilers, cogeneration with an engine, and cogeneration with a microturbine. These alternatives were compared at the current biogas production rate as well as a future, higher biogas production rate that employs HSW receiving and codigestion.

Based on the evaluation, the boiler option without cogeneration has the lowest total present worth. However, given the City's long history with cogeneration at the WWTP, the City may wish to continue cogeneration. The engine has a lower total present worth than the microturbines and, therefore, the engine is the recommended cogeneration alternative.

4.03 OTHER CONSIDERATIONS

A. Potential Grant Funding

In recent years, Focus on Energy has issued a competitive renewable energy grant requests for proposal each spring. Biogas cogeneration projects are eligible for this grant program. In 2014, this grant program offered a \$0.50/kilowatts per hour (kWh) and \$1.00/therm grant incentives based on the first year savings. Estimated first year electrical savings with the engine at 72 kW output and 95 percent operational time is approximately 599,184 kWh. At the incentive of \$0.50/kWh, the grant could be approximately \$299,000. Because the City already has cogeneration, the grant award could be limited to only the increase in electrical output.

B. Air Permitting Considerations

The Wisconsin Administrative Code outlines air permitting requirements in Section NR 406 (Construction Permits) and Section NR 407 (Operation Permits). In general, construction permits are required for the installation or modification of certain stationary combustion sources. An operation permit allows operation of stationary combustion sources across the entire facility. There are exemption

emission thresholds listed in NR 406 and NR 407 under which a facility is not required to obtain a construction permit or operation permit.

The installation of certain stationary combustion sources may require the need for air permitting even if emissions at the facility meet the exemption thresholds listed in Sections NR 406 and NR 407. Sources subject to standards under Section 111 of the Clean Air Act are not exempt from construction and operation permits. These standards are also known as New Source Performance Standards and are found in the Code of Federal Regulations 40 CFR Part 60. The New Source Performance Standards apply to specific emission sources including spark ignition engines (Subpart JJJJ) and stationary gas turbines (Subpart KKKK) that are 10 million BTU/hr or greater. Therefore, the addition of an engine generator at the plant will likely require air permitting. The addition of microturbines may not require air permitting under the Subpart KKKK exemption because the two 65 kW microturbines would be well below the 10 million BTU/hr threshold.



Strand Associates, Inc.[®]

910 West Wingra Drive

Madison, WI 53715

(P) 608-251-4843

(F) 608-251-8656

November 3, 2014

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works,
City Engineer, Utilities Manager

Re: Agreement for General Services
Capital Improvement Plan

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Capital Improvement Plan project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will develop a Capital Improvement Plan for OWNER's wastewater treatment plant (WWTP) that will include an assessment of the condition of the WWTP's mechanical, electrical, and structural infrastructure.

1. Participate in one kickoff meeting with OWNER to review project objectives and discuss OWNER's observations and impressions regarding the condition of the facility. Submit a Request for Information for additional items that may be potentially beneficial to the effort.
2. Perform a site visit concurrently with kickoff meeting to evaluate physical condition and operability of OWNER's facilities including process; structural; electrical; heating, ventilation, and air conditioning; plumbing; and doors and windows. Use a systematic scoring method to rank identified needs.
3. Develop conceptual or budgetary costs for items prioritized for replacement in approximately the next ten years.
4. Prepare a draft report including a summary of the on-site evaluation and other data, prioritization of replacement or rehabilitation of structures and equipment, a summary of recommended projects, and a capital improvements plan with costs and schedule for high-priority projects. Provide electronic draft copies of the report to OWNER for review.
5. Participate in a teleconference with OWNER to discuss the draft report.
6. Incorporate OWNER review comments as appropriate and provide five hard copies and one portable document format file of the final report to OWNER.

City of Chippewa Falls

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November 3, 2014

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Design, Bidding-, and Construction-Related Services: Design, bidding-, and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

City of Chippewa Falls

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November 3, 2014

10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$10,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	<u>Hourly Billing Rates*</u>
Principal Engineer	\$224 to \$402
Senior Project Manager	\$163 to \$208
Project Managers	\$ 94 to \$162
Project Engineers and Scientists	\$ 77 to \$ 94
Engineering Technicians and Draftspersons	\$ 45 to \$117
Office Production	\$ 78 Average

* Updated annually on July 1

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

City of Chippewa Falls

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November 3, 2014

Schedule

Services will begin upon execution of this Agreement, which is anticipated on November 18, 2014. Services are scheduled for completion on January 31, 2015.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time

City of Chippewa Falls
Page 5
November 3, 2014

required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Wisconsin Department of Natural Resources (WDNR) requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of WDNR financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

Oct. 21. 2014 1:24PM

No. 0036 P. 1

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
1300 W. Clairemont Ave.
Eau Claire WI 54701

Scott Walker, Governor
Cathy Stepp, Secretary
Telephone 608-266-2621
Toll Free 1-888-936-7463
TTY Access via relay - 711



September 30, 2014

Rory Olson
Chippewa Falls City Hall
30 W. Central Street
Chippewa Falls, WI 54729

Chippewa Falls Waterworks-MC
PWS ID#: 60904569

Chippewa County

Subject: Notice of Noncompliance - Cross Connection Control Program

Dear Mr. Olson;

This letter shall serve as an official notice of noncompliance. Chippewa Falls is in violation of code s. NR 810.15 as indicated following a comprehensive review of the cross connection control programs at your community. This review considered the implementation of the cross connection control customer inspection program, as well as potable water interconnections, bulk water loading station protection, and private well regulation.

Area 1: CROSS CONNECTION CONTROL PROGRAM EFFECTIVENESS

The City has performed 1,512 residential inspections using a proper inspection form. Beginning in 2015, Chippewa Falls must document at least 823 (20%) residential inspections each year until all are completed. Interim summaries of inspections completed shall be provided to the department on July 30, 2015 and July 30, 2016. If the City is unable to demonstrate timely compliance of residential inspections, a contracted party may need to be hired. In addition, Chippewa Falls must document at least 266 (50%) inspections at each commercial, 28 (50%) inspections at industrial, and 21 (50%) inspections at each public authority facility per year. This will allow for all 'CIP' (Commercial, Industrial, and Public Authority) facilities to be inspected by September 29, 2016. Interim summaries for the CIP facilities will be made on the same reports as the residential inspections. An updated cross connection control ordinance to include time schedules for inspections shall be provided to the department by March 30, 2015.

Area 2: INTERCONNECTIONS WITH OTHER POTABLE WATER SUPPLIERS

No interconnection exists.

Area 3: BULK WATER LOADING STATIONS

The bulk water loading station is compliant. The hydrant assembly is properly constructed and maintained.

Area 4: LOCAL WELL REGULATION PROGRAM EFFECTIVENESS

An updated private well regulation ordinance to include recent code changes shall be provided to the department by March 30, 2015. All unpermitted wells shall be permitted or have their permit updated by June 30, 2015.



Wisconsin DNR

Chippewa Falls Waterworks:	
<p>CONTACT RORY OLSON: (715) 720-6981 or rolson@ci.chippewa-falls.wi.us Position: Drinking Water Operator Additional Staff: Chris Govin</p>	<p>CERTIFICATION/QUALIFICATIONS: None</p>
<p>CROSS CONNECTION CONTROL PROGRAM EVALUATION</p> <ol style="list-style-type: none"> 1. The inspection authority designated is the City of Chippewa Falls. Rory Olson has been appointed to oversee the program. Hydro Designs is hired to perform advanced inspections. 2. The City last updated the cross connection control ordinance in June, 2007). 3. Chippewa Falls has completed annual survey summaries for 2011, 2012, and 2013. The most recent AWSI, completed in July, 2014, and the last DWSS conducted in August, 2013 both addressed cross connection control programming needs. <ol style="list-style-type: none"> A. Residential Inspections. A pamphlet is currently used for public education. Inspections have been documented using a current cross connection control residential inspection form. B. Commercial Inspections. Commercial inspections have been properly documented. No alternative time schedule has been requested for CIP facilities. Inspections are to be performed every 2 years. C. Industrial Inspections. Industrial inspections have been properly documented. Inspections are to be performed every 2 years. D. Public Authority. All public authority facilities have been inspected. Future inspections are to be performed every 2 years. 4. The City maintains a cross connection control manual. This includes a description of the methods, devices, and assemblies which are used to protect the potable water supply including compliant methods, devices and assemblies as listed in s. SPS 382.41. 5. Provisions have been drafted, for denial or discontinuance of water service where an unprotected cross connection exists or where a survey could not be conducted due to denial. <p>INTERCONNECTIONS WITH OTHER POTABLE/NONPOTABLE WATER SOURCES</p> <ol style="list-style-type: none"> 6. No connection with another potable water system exists at Chippewa Falls. Discussions with Lake Hallie have occurred previously. An interconnection with the Excel dam facility was identified in October, 2014. This interconnection is protected as required in s. Comm 382.41. <p>BULK WATER LOADING STATIONS</p> <ol style="list-style-type: none"> 7. There is no dedicated water loading station at Chippewa Falls. Instead, bulk users are directed to use the hydrant located at the City shop. This hydrant is equipped with a meter, shut off valve and backflow preventer which meets the requirement of NR 811.78. <p>PRIVATE WELL REGULATION</p> <ol style="list-style-type: none"> 8. The Chippewa Falls Well Abandonment Ordinance was last updated in 2007. This version is missing some of the language required in NR 810.16 (2). There are an estimated 3 permitted private wells in the City. 	



Wisconsin DNR

SUMMARY OF CROSS CONNECTION CONTROL INSPECTIONS PERFORMED

The following summary includes all inspections completed as indicated by the municipality in the Water Supply Cross Connection Annual Report. In addition, where municipal communities provided additional inspection numbers for 2014, they were included.

	TOTAL CUSTOMER (FROM THE MOST RECENT SUMMARY REPORT)	NUMBER OF INSPECTIONS COMPLETED IN LAST 10 YEARS	PERCENTAGE OF CUSTOMERS INSPECTED	MORE THAN 50% RESIDENTIAL INSPECTIONS COMPLETED IN THE LAST 10 YEARS?	ACCELERATED PROGRAM FOR COMPLETING RESIDENTIAL INSPECTIONS NECESSARY?
RESIDENTIAL	4113	1512	37%	No	Yes
COMMERCIAL (HIGH RISK)	531	284	53%		
COMMERCIAL (LOW RISK)					
INDUSTRIAL	56	35	63%		
PUBLIC AUTHORITY	42	6	14%		

STEPS NECESSARY TO ACHIEVE COMPLIANCE

1. Chippewa Falls must document 823 (20%) residential inspections each year. Interim summaries shall be provided.
2. Chippewa Falls must update the cross connection control ordinance to include recent code changes.
3. Chippewa Falls must document cross connection inspections at all remaining commercial, industrial and public authority customers.
4. A dedicated water loading station (either permanent or portable) consistent with NR 811.78 must be established.
5. Chippewa Falls must update the private well regulation ordinance to include recent code changes.

Oct. 21. 2014 1:25PM

No. 0037 P. 2/2

Page 2

Please keep in mind that failure to complete the required actions will result in additional violations and enforcement action. If you have any additional questions about this issue, please do not hesitate to contact me at (715) 839-1636.

Sincerely,



Brad Henderson
Water Supply Engineer – Bureau of Drinking Water and Groundwater
Wisconsin Department of Natural Resources

PC: FILE

EC: Mike Blodgett, DG Supervisor – Eau Claire

AN ORDINANCE PROVIDING FOR
CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

TO PROVIDE A PROGRAM FOR PROTECTING THE PUBLIC WATER SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS THROUGH THE WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM

WHEREAS, Chapters NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

WHEREAS, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Chippewa Falls, State of Wisconsin:

1. DEFINITION OF CROSS CONNECTION. A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City of Chippewa Falls' municipal water system, and the other of which contains water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.
2. UNPROTECTED CROSS CONNECTIONS PROHIBITED. No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.
3. INSPECTION. The water utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. [OPTIONAL: As an alternative, the water utility may require a person, firm, or corporation who owns, leases, or occupies property to have their plumbing inspected, at their own expense by a State of Wisconsin Certified Cross Connection Inspector/Surveyor.] The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.
4. RIGHT OF ENTRY. Upon presentation of credentials, a representative of the water utility shall have the right to request entry, at any reasonable time, to a property served by a connection to the public water system for the purpose of inspecting the property for cross

connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance. If entry is refused, a special inspection warrant under Section 66.0119 of the Wisconsin Statutes may be obtained.

5. PROVISION OF REQUESTED INFORMATION. The water utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.

6. DISCONTINUATION OF WATER FOR VIOLATION. The water utility may discontinue water service to any property wherein any unprotected connection in violation of this ordinance exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, except as provided in paragraph 7 of this ordinance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

7. EMERGENCY DISCONTINUANCE. If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety, or welfare, and requires immediate action, and if a written finding to that effect is filed with the City Clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within 10 days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated

8. That this Ordinance shall take effect from and after its passage and publication.

Dated this 2nd day of December, 2014.

FIRST READING: November 18, 2014

Council President

SECOND READING: December 2, 2014

PUBLIC HEARING: December 2, 2014

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Work to do From Oct 27th thru Nov 28th

Water Ditches	240 Hrs.
Pot Hole Filling	240 Hrs.
Mechanic Work	400 Hrs.
Storm Catch Basin Repair	80 Hrs.
Street Sweeping	600 Hrs.
Leaf Truck	160 Hrs.
Boom mow	120 Hrs.
Elections	16 Hrs.
Street Light Repair	16 Hrs.
Street Christmas Décor.	160 Hrs.
Yard Waste	80 Hrs.
Stump Grinding/Clean-up	480 Hrs.
Dam Maintenance (Glen Loch)	80 Hrs.
Storm Outfalls	160 Hrs.
Signs	400 Hrs.
Brush Alleys	1000 Hrs.
Balance Streets	720 Hrs.
Crack Fill	560 Hrs.

Rubberize Crack Fill	1120 Hrs.
Painting	80 Hrs.
Street Light Inventory	160 Hrs.
Christmas Village	360 Hrs.
TOTAL HRS.	8672 Hrs.

Labor Hrs. Available 1412 Hrs.

8 Men 40 hrs. per week for 5 weeks 1600 Hrs.

8 Men 8 hrs. per Holiday for 2 Holidays 128 Hrs.

Vacation Time Approx. 56 Hrs.

Sick Time Approx. 8 Hrs.

Work Hrs. Not Completed 7260 Hrs.

3.5 more men need to complete work.

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Plan Commission XXX

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

Will be held on **Monday, November 10, 2014** at **6:30 P.M.** in the City Hall **Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If unable to attend the meeting, please notify the Engineering Dept. by calling **726-2736**.

NOTE:

THE PLAN COMMISSION MEETING

FOR

MONDAY, NOVEMBER 10, 2014

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this agenda was placed in the Chippewa Herald mail box, 1st Floor, City Hall and also posted on the City Hall Bulletin Board on Tuesday, November 4, 2014 at 10:00 A.M. by Mary Bowe.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning November 4 20 14 ;
ending June 30 20 15

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

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

Applicant's WI Seller's Permit No. / FEIN Number: <u>[REDACTED]</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

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

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

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Carol J White

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

	Title	Name	Home Address	Post Office & Zip Code
President/Member		<u>Carol J White</u>	<u>15 W. Central Street</u>	<u>54729</u>
Vice President/Member				
Secretary/Member				
Treasurer/Member				
Agent ▶				
Directors/Managers				

3. Trade Name ▶ String Above a Stage Below Business Phone Number 715-450-2739
4. Address of Premises ▶ 105 N. Bridge Street Post Office & Zip Code ▶ _____

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

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

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

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

SUBSCRIBED AND SWORN TO BEFORE ME
this 21 day of oct, 20 14
Bridget Guens
(Clerk/Notary Public)
My commission expires city clerk

Carol J White
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

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

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

Date received and filed with municipal clerk <u>10-2-14</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk <u>Bridget Guens</u>
Date license granted	Date license issued	License number issued	Wisconsin Department of Revenue

PARKS, RECREATION & FORESTRY BOARD MEETING
Tuesday, November 11, 2014

1. Call to order by Beth Arneberg at 6:00 p.m. at City Hall Basement Employee Break Room.

Roll Call: Members Present: Audrey Stowell, Beth Arneberg, Heidi Hoekstra, Carmen Muenich, Rob Kiefer, and Nate Seckora. Members Absent: Dale Berg.

Department Staff present: Dick Hebert, Tommy Eisenhauer.

2. Approval of October 14, 2014, Minutes: **Motion by Muenich/Hoekstra to approve the October 14, 2014, minutes.** Motion carried.

3. Personal Appearances By Citizens. None.

4. Discuss/consider Special Event Applications. None.

5. Discuss/Consider.

- a. Update Downtown Riverfront Plaza – City Planner, Jayson Smith.

Jayson Smith gives presentation and distributes the Gateway Riverfront Park Master Plan. This Plan has already been approved by the Council. He described the process that was taken to develop the Plan, describes the various features, and indicates that it will be built in four phases. The construction of Phase 1 will take place next year.

- b. Update Handicap Fishing Pier Project – Ron Bakken. Ron Bakken presents on behalf of and describes the Fish Chippewa! Access for All project. There are multiple community members and entities represented in the committees. The project's goal is to provide a fishing area that would be large enough to accommodate groups, is accessible for those with disabilities, and has good fishing. The project involves placing a floating fishing pier in the area above Glen Loch dam. Access would be via Ashley Lane. They are hoping to include a canoe/kayak launch, handicap-accessible parking, pavilion(s) and bathroom or porta-potty facilities. Mr. Bakken indicates they would like the ice house to be either removed or restored simultaneously with the construction of this project. The project is not using City funds for construction; however, the City would be maintaining the pier & property improvements once built. Dick reports that the Historical Society will conduct research about the ice house so that an informed decision can be made. Discussion included location and size of the project as well as the maintenance costs, which are currently unknown. Mr. Bakken will present additional information and plans at the December meeting.

- c. Discussing Improving Park Facilities Signage. Phil Johnson of Ayers discusses what would be involved in a signage inventory and

assessment. Discussion included the purpose of good signage, usage of logo, and scope of signs desired; i.e., signage in Irvine Park, to Irvine Park and/or signage for the entire park system. Mr. Johnson will provide further information and cost estimate at December meeting.

- d. Department Community Foundation Funds. Dick presented the Community Foundation's Summary of Fund Activity for both the Irvine Park and Chippewa Falls Parks, Recreation & Forestry endowment funds. After discussion, **motion by Muenich, seconded by Seckora, to reinvest the \$15,698.00 of available funds from the Irvine Park Endowment Fund back into that fund and to withdraw the \$8,388.00 available from the Chippewa Falls Parks, Recreation & Forestry Endowment Fund and deposit those funds into the City of Chippewa Falls Parks, Recreation & Forestry Donation Fund. Motion carried.**
 - e. Directors Report. Dick reports the capital campaign is going well; there will be a press conference on Friday at 10:00 a.m. The Christmas Village volunteer schedule is distributed as well as the schedule of events for Christmas Village. Dick also presents Amendments to Agreement for Professional Services with CBS². These amendments were for additional services provided or to be provided with regard to the pool bathhouse and the Welcome Center/Small Animal Exhibit projects.
6. Approve Claims. Claims and donation accounts were presented. **Motion by Kiefer/Stowell, to approve claims of \$46,406.88. Motion carried.**
 7. Board Member comments or concerns. Hoekstra commented on thank you's and using any future logo. Arneberg will contact a couple of local graphic designers to see if they would be willing to work on a new logo.
 8. Adjournment. **Motion by Muenich/Hoekstra, to adjourn at 7:58 p.m. Motion carried.**

Submitted by:

Audrey Stowell, Secretary

**Minutes of the
Meeting of the Chippewa Falls Public Library Board of Trustees
October 15, 2014**

1. Call to Order

Meeting was called to order by President Mary Ann King at 5:02 p.m.

2. Roll Call of Members

Members Present: Ambelang, Hoekstra, King, Miller (arrived at 5:10 pm), Rasmus, Russell
Others Present: Director Virginia Roberts; Confidential Administrative Assistant Deb Braden, Interim Director Joe Niese

3. Approval of Agenda

Motion by Hoekstra to approve the agenda with amending the agenda to move the closed session to the end of the meeting, seconded by Rasmus. All present voting Aye. Motion carried.

4. Disposition of Minutes of Regular Meeting of September 10, 2014 Board Meeting

Motion by Russell to approve the minutes of the regular meeting of the Library Board held September 10, 2014, seconded by Rasmus. All present voting Aye. Motion carried.

5. Disposition of the vouchers to be paid from the 2014 budget after October 21, 2014.

Motion by Rasmus, seconded by Russell to approve payment of vouchers to be paid from the 2014 budget after October 21, 2014. All present voting Aye. Motion carried.

6. Public appearances by citizens.

None.

7. Correspondence

Virginia shared the Community Foundation Annual report which included a picture of the shelving that was restored through a Foundation Grant. A thank you letter from Debra Johnson of the Heyde Center of the Arts for participating in the 3 rooms' 3 stories presentation. Library Intern Brandi Kinderman developed a poster board that she shared with participants during the afternoon presentation of materials available at the Library.

8. Management Report

The management report was presented by Virginia. She highlighted that we have been busy with Banned Book Week, Paint the Town Pink. The Library is also dealing with building issues of roof flashing and new flooring in break room and new stair treads.

11. Committee reports

a) The Personnel Committee met on September 24, 2014 to deal with the Library vacancies for Children's Services Coordinator and Library Director. The minutes from that meeting was presented to the board. Motion made by Hoekstra, seconded by Russell to approve the minutes from the September 24, 2014 Personnel Committee meeting. All present voting Aye. Motion carried.

12. Current Business

a) Off-Time/Position pay for staff

The Library will be experiencing the need to have over-time pay for some staff in order to be fully staffed during the transition time waiting for a new Children's Services Coordinator and new Library Director to be

hired. Also with this transition the reference desk will need a qualified staff member to work the desk, asking for position pay for a member of the staff working the reference desk at \$14 per hour. This would be about 4 hours on a Saturday with a maximum of about 3 Saturdays involved.

Motion made by Russell, seconded by Ambelang to approve paying staff member Howard at \$14 per hour for reference desk work with limitations until someone is in place. Also, paying time and half for other staff as necessary to keep library fully staffed. All present voting Aye. Motion carried.

b) Page Wages

Proposal made by Miller that we raise the pages wages at 6 months 50 cents, at 1 year additional 25 cents, 24 months additional 50 cents and at 36 months an additional 50 cents. Pages would be capped at \$9.00.

Motion made by Miller, seconded by Rasmus to raise the pages salaries effective January 1, 2015 according to the proposed schedule of 6 months 50 cents, at 1 year additional 25 cents, 24 months additional 50 cents and at 36 months an additional 50 cents with a two-step maximum at this time. A roll call vote was taken. Voting 4 to 1. Motion passed.

c) Group photograph of board members for website.

Tabled until a new city council representative is in place.

13. Announcements

a) Still working on employee handbook. The draft was handed out for the board members to review. Please get in touch if you have any changes or questions. The city will be approving the handbook at a future meeting.

Wish the best to Virginia as this is her last Board of Trustees Meeting.

9. Closed Session under WI Statutes 19.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. "to:

a) Review Library Director applications

Motion made by Hoekstra, seconded by Russell to go to Closed Session under WI Statutes 19.85(1) "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. "to: Review Library Director applications at 5:35 pm. All present voting Aye. Motion carried.

10. Will return to open session

Motion made by Ambelang, seconded by Miller to return to open session at 6:05 pm. All present voting Aye. Motion carried.

Motion by Hoekstra seconded by Miller to adjourn. All present voting Aye. Motion carried.
Meeting adjourned at 6:06 p.m.

Respectfully Submitted,
Deb Braden, Confidential Administrative Assistant

ORDINANCE NO. 2014-18

AN ORDINANCE AMENDING THE TWO
HOUR PARKING CODE SECTION AND THE
NO PARKING CODE SECTION OF THE
CHIPPEWA FALLS MUNICIPAL CODE,
SECTIONS 7.09 (2) (b) 17. and 7.09 (1) (b)

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

That § 7.09 (1) (b) of the Chippewa Falls Municipal Code, which begins as follows:

7.09 PARKING RESTRICTIONS.

(1) NO PARKING.

•••

(b) No operator of a vehicle shall park such vehicle in any
of the following places in the City.

be amended to include the following prohibition on parking on E. Spruce Street:

E. Spruce Street, on the north side from 175 feet west of the
west right of way line of High Street to a point 330 feet
west of the west right of way line of High Street, except for
designated law enforcement and emergency vehicles.

AND

That § 7.09 (2) (b) 17. of the Chippewa Falls Municipal Code be amended to provide as
follows:

(2) LIMITED PARKING

•••

(b) Two Hour. •••

17. E. Spruce Street, both sides, between Bridge
Street and High Street, except the north side of
Spruce Street from 175 feet west of the west right of

way line of High Street to a point 330 feet west of the west right of way line of High Street which is no parking except for designated law enforcement and emergency vehicles.

Dated this 18th day of November, 2014.

ALDERPERSON: *George Adrian*
George Adrian, Council President

FIRST READING: November 4, 2014

SECOND READING: November 18, 2014

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

ORDINANCE NO. 2014-19

**AN ORDINANCE PROVIDING FOR
CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION**

TO PROVIDE A PROGRAM FOR PROTECTING THE PUBLIC WATER SYSTEM FROM CONTAMINATION DUE TO BACKFLOW OF CONTAMINANTS THROUGH THE WATER SERVICE CONNECTION INTO THE PUBLIC WATER SYSTEM

WHEREAS, Chapters NR 810 and SPS 382, Wisconsin Administrative Code, require protection for the public water system from contamination due to backflow of contaminants through the water service connection; and

WHEREAS, the Wisconsin Department of Natural Resources requires the development and implementation of a comprehensive cross connection control program to effectively prevent the contamination of potable water systems;

NOW THEREFORE, BE IT ORDAINED by the Common Council of the City of Chippewa Falls, State of Wisconsin:

1. DEFINITION OF CROSS CONNECTION. A cross connection is defined as any physical connection or arrangement between two otherwise separate systems, one of which contains potable water from the City of Chippewa Falls' municipal water system, and the other of which contains water from a private source, water of unknown or questionable safety, or steam, gases, or chemicals, whereby there may be a flow from one system to the other, with the direction of flow depending on the pressure differential between the two systems.
2. UNPROTECTED CROSS CONNECTIONS PROHIBITED. No person, firm, or corporation may establish or maintain, or permit to be established or maintained, any unprotected cross connection. Cross connections shall be protected as required in ch. SPS 382, Wisconsin Administrative Code.
3. INSPECTION. The water utility may inspect, or arrange for an inspection of, property served by the public water system for cross connections. [OPTIONAL: As an alternative, the water utility may require a person, firm, or corporation who owns, leases, or occupies property to have their plumbing inspected, at their own expense by a State of Wisconsin Certified Cross Connection Inspector/Surveyor.] The frequency of inspections shall be established by the water utility in accordance with Wisconsin Administrative Code. Any unprotected cross connections identified by the inspection shall be promptly corrected. Failure to promptly correct an unprotected cross connection shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.
4. RIGHT OF ENTRY. Upon presentation of credentials, a representative of the water utility shall have the right to request entry, at any reasonable time, to a property served by a connection to the public water system for the purpose of inspecting the property for cross

connections. Refusing entry to such utility representative shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance. If entry is refused, a special inspection warrant under Section 66.0119 of the Wisconsin Statutes may be obtained.

5. PROVISION OF REQUESTED INFORMATION. The water utility may request an owner, lessee, or occupant of property served by a connection to the public water system to furnish the water utility with pertinent information regarding the piping systems on the property. Refusing to provide requested information shall be sufficient cause for the water utility to discontinue water service to the property, as provided under paragraph 6 of this ordinance.

6. DISCONTINUATION OF WATER FOR VIOLATION. The water utility may discontinue water service to any property wherein any unprotected connection in violation of this ordinance exists, and take other precautionary measures deemed necessary to eliminate any danger of contamination of the public water system. Water service may be discontinued, however, only after reasonable notice and opportunity for hearing under Chapter 68, Wisconsin Statutes, except as provided in paragraph 7 of this ordinance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

7. EMERGENCY DISCONTINUANCE. If it is determined by the water utility that an unprotected cross connection or emergency endangers public health, safety, or welfare, and requires immediate action, and if a written finding to that effect is filed with the City Clerk and delivered to the customer's premises, water service may be immediately discontinued. The customer shall have an opportunity for hearing under Chapter 68, Wisconsin Statutes, within 10 days of such emergency discontinuance. Water service to such property shall not be restored until the unprotected cross connection has been eliminated.

8. That this Ordinance shall take effect from and after its passage and publication.

Dated this 2nd day of December, 2014.

FIRST READING: November 18, 2014

Council President

SECOND READING: December 2, 2014

PUBLIC HEARING: December 2, 2014

APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____



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

October 31, 2014

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works, City Engineer, Utilities Manager

Re: Amendment No. 1 to the June 16, 2014, Agreement for Design Services
Biosolids Dewatering Improvements Project

This is Amendment No. 1 to the referenced Agreement.

Under the Re: line CHANGE Biosolids Dewatering Improvements Project to "Influent Screening and Biosolids Dewatering Improvements Project."

Under paragraph 1, CHANGE Biosolids Dewatering Improvements to "Influent Screening and Biosolids Dewatering Improvements."

Under Scope of Services,

REPLACE Item No. 1 with the following:

- "1. Conduct a kickoff meeting at the wastewater treatment plant to gather site-specific information and discuss the required project components, schedule, and interim milestones, as well as the overall scope. The Scope of Services anticipates the new biosolids dewatering equipment will be located within the existing belt filter press-gravity belt room, the new influent screen will be located in the existing screening room, and the hauled wastes receiving facilities will be located north of the existing biosolids storage building."

REPLACE Item No. 3 with the following:

- "3. Develop 50 percent design documents using the Engineers Joint Contract Documents Committee (EJCDC) C 700 Standard General Conditions of the Construction Contract front end documents and construction contract, which will include preliminary technical specifications and design drawings to 50 percent completion. The documents will include process mechanical; site/civil engineering; structural; heating, ventilation, and air conditioning; plumbing; electrical power; and controls. Submit technical design documents to OWNER for review."

Under Compensation, CHANGE \$80,000 to "\$175,000."

Under Schedule, CHANGE November 15, 2014, to "March 15, 2015."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC. CITY OF CHIPPEWA FALLS

Matthew S. Richards
Corporate Secretary

Date

OWNER:

Richard J. Rubenzer, P.E.,
Director of Public Works, City Engineer, Utilities
Manager

Date

NOT FOR SIGNATURE



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

November 3, 2014

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54729

Attention: Mr. Richard J. Rubenzer, P.E., Director of Public Works,
City Engineer, Utilities Manager

Re: Agreement for General Services
Capital Improvement Plan

This is an Agreement between the City of Chippewa Falls, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Capital Improvement Plan project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will develop a Capital Improvement Plan for OWNER's wastewater treatment plant (WWTP) that will include an assessment of the condition of the WWTP's mechanical, electrical, and structural infrastructure.

1. Participate in one kickoff meeting with OWNER to review project objectives and discuss OWNER's observations and impressions regarding the condition of the facility. Submit a Request for Information for additional items that may be potentially beneficial to the effort.
2. Perform a site visit concurrently with kickoff meeting to evaluate physical condition and operability of OWNER's facilities including process; structural; electrical; heating, ventilation, and air conditioning; plumbing; and doors and windows. Use a systematic scoring method to rank identified needs.
3. Develop conceptual or budgetary costs for items prioritized for replacement in approximately the next ten years.
4. Prepare a draft report including a summary of the on-site evaluation and other data, prioritization of replacement or rehabilitation of structures and equipment, a summary of recommended projects, and a capital improvements plan with costs and schedule for high-priority projects. Provide electronic draft copies of the report to OWNER for review.
5. Participate in a teleconference with OWNER to discuss the draft report.
6. Incorporate OWNER review comments as appropriate and provide five hard copies and one portable document format file of the final report to OWNER.

City of Chippewa Falls
Page 2
November 3, 2014

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

Any services of this type will be provided through an amendment to this Agreement.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review through a separate agreement with OWNER.
3. Design, Bidding-, and Construction-Related Services: Design, bidding-, and construction-related services for the project will require a separate agreement with OWNER.
4. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
5. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
6. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for siting sanitary sewer, tanks, and appurtenances will be provided through a separate agreement with OWNER.
7. Permit and Plan Review Fees: All permit and plan review fees payable to regulatory agencies shall be paid for by OWNER.
8. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
9. Review of Product Substitutions or Means, Method, Technique, Sequence, or Procedure Substitutions Proposed by Contractor: The terms of the construction Contract (GC 6.05B and GC 6.05E) call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products, means, method, technique, sequence, or procedure of construction. ENGINEER's cost for such evaluations is not included in the scope of this Agreement. Services of this type by ENGINEER will be provided through an amendment to this Agreement.

City of Chippewa Falls

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10. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
11. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
12. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Services on an hourly rate basis plus expenses an estimated fee of \$10,000.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus 10 percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that assumes the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

	<u>Hourly Billing Rates*</u>
Principal Engineer	\$224 to \$402
Senior Project Manager	\$163 to \$208
Project Managers	\$ 94 to \$162
Project Engineers and Scientists	\$ 77 to \$ 94
Engineering Technicians and Draftspersons	\$ 45 to \$117
Office Production	\$ 78 Average

* Updated annually on July 1

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustment will be negotiated based on ENGINEER's increase in costs caused by delays, extensions, amendments, or changes.

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Schedule

Services will begin upon execution of this Agreement, which is anticipated on November 18, 2014. Services are scheduled for completion on January 31, 2015.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time

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required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Wisconsin Department of Natural Resources (WDNR) requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Utilization of Women and Minority Businesses

ENGINEER agrees that qualified women and minority business enterprises shall have the maximum practicable opportunity to participate in the performance of WDNR financially assisted contracts and subcontracts. This pertains to the project as it is anticipated that a Wisconsin Clean Water Fund grant and loan will be used to finance the project.

**RESOLUTION REGARDING THE
DISCONTINUANCE OF THE ALLEY IN BLOCK 6,
ZIELIE'S ADDITION TO CHIPPEWA FALLS**

WHEREAS, the laid out alley in Block 6, Zielie's Addition to the City of Chippewa Falls which extends from Garden Street on the North to South Street on the South is unimproved and not in use;

WHEREAS, the lots in said Block 6 are being sold to Maple Leaf Rentals, LLP for development of Multi-Family residences to be placed on the City tax rolls;

WHEREAS, the offer to purchase for the sale requires the City of Chippewa Falls to vacate the alley;

WHEREAS, it is in the public interest to vacate the alley as it is not developed or used and it will be placed on the public tax rolls through development and the public interest so requires; and

WHEREAS, the City of Chippewa Falls Common Council has held a public hearing as required by § 66.1003 (4), Wis. Stats., and has duly considered the basis for this Resolution;

NOW THEREFORE, BE IT RESOLVED that pursuant to the provisions of § 66.1003 (4), Wis. Stats., that the platted alley in Block 6 of Zielie's Addition to the City of Chippewa Falls, between Garden Street and South Avenue, Chippewa County, Wisconsin, be discontinued and vacated.

BE IT FURTHER RESOLVED that the City of Chippewa Falls does retain an easement for any public utilities which may presently exist or be located in the alley herein being discontinued and vacated.

DATED this 6th day of January, 2015.

PUBLIC HEARING: January 6, 2015.

ALDERPERSON: _____
George Adrian

VOTE: Ayes _____
Nays _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

**RESOLUTION REGARDING THE DISCONTINUANCE
OF ALEXANDER STREET IN BLOCK 6,
ZIELIE'S ADDITION TO CHIPPEWA FALLS**

WHEREAS, the laid out Alexander Street in Block 6, Zielie's Addition to the City of Chippewa Falls which extends from Garden Street on the North to South Street on the South is unimproved and not in use;

WHEREAS, the lots in said Block 6 are being sold to Maple Leaf Rentals, LLP for development of Multi-Family residences to be placed on the City tax rolls;

WHEREAS, the offer to purchase for the sale requires the City of Chippewa Falls to vacate Alexander Street in said Block 6;

WHEREAS, it is in the public interest to vacate said Alexander Street as it is not developed or used and it will be placed on the public tax rolls through development and the public interest so requires; and

WHEREAS, the City of Chippewa Falls Common Council has held a public hearing as required by § 66.1003 (4), Wis. Stats., and has duly considered the basis for this Resolution;

NOW THEREFORE, BE IT RESOLVED that pursuant to the provisions of § 66.1003 (4), Wis. Stats., that the platted Alexander Street in Block 6 of Zielie's Addition to the City of Chippewa Falls, between Garden Street and South Avenue, Chippewa County, Wisconsin, be discontinued and vacated.

BE IT FURTHER RESOLVED that the City of Chippewa Falls does retain an easement for any public utilities which may presently exist or be located in the Alexander Street right of way herein being discontinued and vacated.

DATED this 6th day of January, 2015.

PUBLIC HEARING: January 6, 2015.

ALDERPERSON: _____
George Adrian

VOTE: Ayes _____
Nays _____

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

Statewide Services, Inc.

Claim Division

1241 John Q. Harrison Dr.
P.O. Box 5555
Madison, WI 53705-0555
877-204-9712

November 6, 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: 10/15/2014
Our Claim # WM000092110166
Claimant: Doug Hunt
1553 Benjamin Place Apt. 4
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 Mr. Hunt for damage to his vehicle as a result of the above referenced pothole incident.

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(1g). 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
sdorr@statewidesvcs.com

CC: Darrel Zaleski

Statewide Services, Inc.

Claim Division

1241 John Q. Harmons Dr.
P.O. Box 8855
Madison, WI 53705-0855
877-204-9712

November 4, 2014

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

RE: Our Claim #: WM00092110165
Date of Loss: 02/09/2014
Claimant: Gary Wheeler
45 Jefferson Ave.
Chippewa Falls, WI 54729

Loss location: 45 Jefferson Ave.
Chippewa Falls, WI 54729

Dear Ms. Bauer:

Statewide Services, Inc. administers the claims for the League of Wisconsin Municipalities Mutual Insurance, which provides the insurance coverage for the City of Chippewa Falls. We are in receipt of the above-captioned claim, in which the claimant is asserting damages associated with water accumulating into their home on account of break to a water main.

Our investigation has revealed that The City was not negligent for this incident. Therefore, we recommend that The City disallow this claim pursuant to the Wisconsin Statute for disallowance of claim 893.80(1g). The disallowance of the claim in this manner will shorten the statute of limitations period to six months.

Our decision is based on the fact that The City had no liability for causing the water main break; rather, the break occurred on account of the severe freezing temperature—a weather factor beyond The City's control. Once City staff were made aware of the problem, they took immediate measures to locate the break in the main and turn off the flow of water; thus, there was no negligence in The City's response time.

Finally, Mr. Wheeler's notice of claim is not statutorily sufficient, as it was filed 8 1/2 months post loss when WI Statute 893.80(1a) prescribes notices of claims must occur within 120 days—or 4

months—post loss. Mr. Wheeler's notice of claim falls well outside of the statutory time frame for such action.

I have enclosed a sample Notice of Disallowance for your use, should you choose to use it, or you may use your own. Please send your disallowance, on your letterhead, directly to the claimant at the above listed address. This should be sent certified or registered (restricted) mail, and must be received by the claimant within 120 days after you received the claim. Please send me copies of the letters for our file.

Thank you, Lynne, for your attention to the above, and please do not hesitate to contact me with any questions.

Best regards,



Douglass A. Dettie
Casualty Claims Specialist
Statewide Services, Inc
PO Box 5555
Madison, WI 53705-0555
Office: 608-828-5503
Fax: 800-720-3512
Email: ddettie@statewidesvcs.com

CC: Darrel Zaleski, agent.

Enclosure