

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, AUGUST 12, 2013 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, August 12, 2013 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Darrin Senn. Absent was Alderperson George Adrian. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Bryan Renton.

1. **Motion** by Rubenzer, seconded by Hoffman to approve the minutes of the July 29, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board considered the attached agreement for the development of Wissota Shores. Director of Public Works Rubenzer stated that the agreement took the standard form of previous development agreements.
Motion by Rubenzer, seconded by Hoffman that the Common Council approve the Developers Agreement for Wissota Shores upon review and approval of City Attorney Ferg. **All present voting aye. MOTION CARRIED.**

3. The Board considered and discussed the attached closure request notification letter for Four Seasons to not require any clean up action other than natural attenuation for its chemical spills at its property at #8002 Commerce Parkway. Rubenzer gave a brief history stating that 14 wells had been installed and monitored since 1996 and that a lawsuit had been initiated by the City against Four Seasons that had been settled out of court. He stated that the City has much more invested in the East Wellfield nitrate removal facility than was recovered in the lawsuit. He continued that monitoring results indicated a general decrease in contaminant levels in some wells but that it was difficult to assert that declines were evident in all wells. He stated a letter could be sent to the Department of Agriculture, Trade and Consumer Protection, (DATCP) showing that nitrate levels had not decreased substantially at the East Wellfield and requesting that the monitoring continue. After some additional discussion,
Motion by Senn, seconded by Hoffman that Director of Public Works Rubenzer draft a letter to be sent to the Department of Agriculture, Trade and Consumer Protection that showed the nitrate levels of groundwater at the City's East Wellfield and request that monitoring of the existing Four Season wells continue until the nitrate levels at the wells have dropped below enforcement standard levels. **All present voting aye. MOTION CARRIED.**

4. **Motion** by Senn, seconded by Bauer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 5:45 P.M.

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

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JULY 29, 2013 – 4:30 PM**

The Board of Public Works met in City Hall on Monday, July 29, 2013 at 4:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer. Absent were Alderperson George Adrian and Darrin Senn. Also, present at the meeting: Assistant City Engineer Matt Decur, Alderperson Jane Lardahl and Developer Romaine Bergh.

1. **Motion** by Bauer, seconded by Hoffman to approve the minutes of the July 22, 2013 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached developers' agreement for developer Romaine Bergh to extend water main in Old Eau Claire Road approximately eight hundred feet to the North to serve four lots previously approved in a certified survey map. Rubenzer stated that City Attorney Ferg had reviewed and approved the agreement document. He suggested adding page numbers, adding "prevailing wage rate and hours of labor law" language, changing city "board" to city "council" throughout the document, adding "force account" language in section 10(a) and striking the certified check or irrevocable letter of credit options from the document as listed in section 11.
Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the developers' agreement with Romaine Bergh for extension of the water main in Old Eau Claire Road after inclusion of the additions and changes presented by Director of Public Works Rubenzer. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Bauer, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 4:37 P.M.


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

DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made this ___ day of _____, 2013 between City of Chippewa Falls, a Wisconsin municipal corporation ("City"), and 2 Rivers Real Estate, LLC, a Wisconsin limited liability company ("Developer").

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

ARTICLE 1 - RECITALS

Section 1.1 Background.

(a) **Ownership.** Developer is the owner of the Property. The Property has been platted as the Plat of Wissota Shores pursuant to a preliminary plat, a copy of which is attached hereto as Exhibit "A." The preliminary plat was approved by the City Plan Commission on May 13, 2013 and by the City Council on May 21, 2013.

(b) **Development.** Developer desires to develop and construct the Wissota Shores Development (the "Development") upon the Property. Upon approval of the final Plat of Wissota Shores by the City, the plat will be recorded in the office of the Register of Deeds for Chippewa County, Wisconsin (the "Final Plat").

(c) **Construction.** Developer will construct fifteen (15) eight-unit residential buildings and related improvements on the Property (the "Development"). Developer intends to begin construction of the Development in 2013 with all of the buildings and related improvements are to be completed by 2018.

Section 1.2 The Property. The property is described in the attached Exhibit "B," comprising approximately 17.32 acres, located in City of Chippewa Falls, Chippewa County, Wisconsin (the "Property"). The Property will be known as Wissota Shores.

Section 1.3 Order of Construction. Developer will initially construct four (4) eight-unit residential buildings and related improvements designated as Buildings Lots 1 to 4 on the Final Plat. Construction of the remaining buildings and related improvements will continue as demand justifies, but it is anticipated that the schedule of construction will be as set forth on Exhibit "C" attached hereto (the "Order of Construction"). Developer will coordinate construction with the City Engineer and will provide firm starting dates for each set of eight-unit residential buildings and related improvements prior to commencement of work on each set of buildings to be constructed. Any changes in the Order of Construction will be approved by the City Engineer.

Section 1.4 Public Improvements. Developer has requested that Developer, at its expense, be allowed to prepare plans and specifications and to award contracts to construct the streets, water, sewer and any other improvements necessary to serve the Development (the "Public Improvements"). A description of the Public Improvements and estimates of costs is attached as Exhibit "D". City is willing to allow Developer to construct and install the Public

Improvements, only if the conditions set forth in this Agreement are satisfied. The Public Improvements relating to each set of each set of eight-unit residential buildings and related improvements will be constructed and installed contemporaneously at the same time as such buildings and improvements are constructed.

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

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

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

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

ARTICLE 2 - DEVELOPERS' REPRESENTATIONS

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

Section 2.1 No Disability. Developer knows of no legal disability that would prevent it from carrying out this Agreement.

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

Section 2.3 Litigation. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency which will materially adversely affect the financial condition, business or operation of Developer or the ability of Developer to perform its obligations under this Agreement.

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

ARTICLE 3 - PUBLIC IMPROVEMENT SCHEDULE.

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

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

Section 3.2 Contracts for Work. The Public Improvements relating to each set of each set of eight-unit residential buildings and related improvements will be constructed and installed contemporaneously at the same time as such buildings and improvements are constructed. Developer may award separate contracts for each part of the Public Improvements. Any contract awarded by Developer for work on the Public Improvements must contain the following provisions:

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

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

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

Section 3.3 Dedication of Public Improvements. Each element of the Public Improvements will become, as a matter of law, dedicated to the public upon acceptance of the completed work by the City Engineer, and Developers will be deemed to have no right, title or interest in or upon any element of the dedicated Public Improvements other than the parts of the Stormwater Management System as identified on the Stormwater Management Plan as the responsibility of Developer or assigns, if any.

ARTICLE 4 - SECURITY

Section 4.1 Security for Cost of Public Improvements. Prior to commencing work on each portion of the Public Improvements, Developer shall provide to City a performance

bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of that portion of the Public Improvements or shall have previously provided to City a performance bond, with terms and conditions satisfactory to City, in the sum of not less than one hundred twenty-five percent (125%) of the estimated cost of all of the Public Improvements. A performance bond is a guaranty to City that the Public Improvements will be timely completed to City's satisfaction. If one performance bond is provided for all of the Public Improvements, the performance bond will be maintained continuously by Developer until final acceptance by City of all of the Public Improvements. If separate performance bonds are provided for each portion of the Public Improvements, each performance bond will be maintained continuously by Developer until final acceptance by City of the portion of the Public Improvements to which the bond relates. Each performance bond shall be released by City upon certification by the City Engineer that the Public Improvements are finally accepted pursuant to this Agreement. Periodically, as payments are made by Developer for the completion of the Public Improvements, and when it is reasonably prudent, Developer may request of City that the amount of the performance bond be reduced to the extent portions of the Public Improvements have been finally accepted and paid for.

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

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

ARTICLE 5 - DEVELOPER'S RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 - INSURANCE

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

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

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

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

ARTICLE 7 - INDEMNIFICATION.

Section 7.1 Indemnification. Developer agrees to defend and hold City, and its officials, employees and agents, harmless against any and all claims, demands, lawsuits, judgments, damages, penalties, costs and expenses, including reasonable attorneys' fees, arising out of actions or omissions by Developer, its employees and agents, in connection with the Public Improvements, including any monies which City may become obligated to pay as a result of any claims or actions or enforcements under Wisconsin Prevailing Wage Rates and Hours of Labor laws.

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

ARTICLE 8 - Events of Default.

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

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

(b) Failure of Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement after City

has provided written notice to Developer describing the failure and Developer has not cured such failure within ten (10) days of receipt of such notice.

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

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

(b) Take action, including legal or administrative action, as is necessary for City to secure performance of any provision of this Agreement or recover any amounts due under this Agreement from Developer or under the performance bond described in §4.1 of this Agreement.

(c) Undertake to complete the Public Improvements itself, through its agents or through independent contractors and before the undertaking, draw upon the performance bond described in §4.1 of this Agreement for the full amount of the estimated work.

ARTICLE 9 - ADMINISTRATIVE PROVISIONS

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

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

If to Developer: 2 Rivers Real Estate, LLC
c/o Paul Canfield
3838 London Road
Eau Claire, WI 54701

With a required copy to:

Attorney Joseph R. Mirr
Ruder Ware, L.L.S.C.
P.O. Box 187
Eau Claire, WI 54702-0187

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

ARTICLE 10 - ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

ARTICLE 11 - TERMINATION OF AGREEMENT

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

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

In Presence Of:

CITY OF CHIPPEWA FALLS

By: _____
_____, Mayor

Attest: _____
_____, City Clerk

DEVELOPER

2 Rivers Real Estate, LLC

By: _____
Bryan Renton, Member

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss:
CHIPPEWA COUNTY)

Personally came before me this ___ day of June, 2013, the above-named _____ and _____, who to be stated that they are the Mayor and City Clerk, respectively, of the City of Chippewa Falls, a Wisconsin municipal corporation, and to me known to be the persons who executed the foregoing instrument in such capacities.

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

* _____
Notary Public
State of Wisconsin
My Commission expires _____

Exhibit A
Draft of Preliminary Plat

[to be attached]

Exhibit B
Legal Description of the Property

Legal description for Wissota Shores:

A PARCEL OF LAND LOCATED IN THE CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PRELIMINARY PLAT OF
WISSOTA SHORES

*IN THE NE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$,
SECTION 33, T29N, R8W,
CITY OF CHIPPEWA FALLS, CHIPPEWA COUNTY, WISCONSIN
BEING ALL OF LOT 86 AND OUTLOTS 12 & 13, WISSOTA GREEN
AND PART OF VACATED COVENTRY LANE AS PLATTED BY WISSOTA GREEN*

Exhibit C
Order of Construction

1. Four (4) eight-unit residential buildings and related improvements designated as Buildings 1 to 4 on the Final Plat.
2. Six (6) eight-unit residential buildings and related improvements designated as Buildings 10 to 15 on the Final Plat.
3. Five (5) eight-unit residential buildings and related improvements designated as Buildings 5 to 9 on the Final Plat.

Exhibit D
Description of the Public Improvements and Estimates of Costs

[to be attached]

July 18, 2013

City of Chippewa Falls
30 West Central Street
Chippewa Falls, WI 54579

RE: Closure Request Notification Letter
Former Four Season FS Coop
8002 State Highway 178 (Commerce Way)
Chippewa Falls, WI
BRRTS # 02-09-547301
DATCP Case No. 92409083102

To Whom It May Concern,

Groundwater contamination that appears to have originated on the property referenced above has migrated onto your Chippewa Falls property identified as Parcel No. 22908-3211-07100000. The levels of nitrate + nitrite nitrogen contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, the environmental consultants who have investigated this contamination have informed me that this groundwater contaminant plume is stable or receding and will naturally degrade over time. I believe that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and chapter NR 746, Wisconsin Administrative Code, and I will be requesting that the Department of Agriculture, Trade and Consumer Protection accept natural attenuation as the final remedy for this site and grant case closure. Closure means that the Department will not be requiring any further investigation or cleanup action to be taken, other than the reliance on natural attenuation.

Since the source of the groundwater contamination is not on your property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. To obtain a copy of the Department of Natural Resources' publication #RR-589, Fact Sheet 10: Guidance for Dealing with Properties Affected by Off-Site Contamination, you may visit <http://www.dnr.wi.gov/org/aw/rr/archives/pubs/RR589.pdf>.

The Department of Agriculture, Trade and Consumer Protection will not review my closure request for at least 30 days after the date of this letter. As an affected property owner, you have a right to contact the Department to provide any technical information that you may have that indicates that closure should not be granted for this site. If you would like to

submit any information to the Department of Agriculture, Trade and Consumer Protection that is relevant to this closure request, you should mail that information to Mr. Kevin Olson, 2811 Agricultural Drive, Madison WI 53718.

If this case is closed, all properties within the site boundaries where groundwater contamination exceeds chapter NR 140 groundwater enforcement standards will be listed on the Department of Natural Resources' geographic information system (GIS) Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 enforcement standards was found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site.

Once the Department makes a decision on my closure request, it will be documented in a letter. If the Department grants closure, you may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above or by accessing the DNR GIS Registry of Closed Remediation Sites on the internet at <http://www.dnr.wi.gov/org/aw/rr/gis/index.htm>. A copy of the closure letter is included as part of the site file on the GIS Registry of Closed Remediation Sites.

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to obtain approval from a regional water supply specialist in DNR's Drinking Water and Groundwater Program. The well construction application, form 3300-254, is on the internet at <http://www.dnr.wi.gov/org/water/dwg/3300254.pdf>, or may be accessed through the GIS Registry web address in the preceding paragraph.

If you need more information, you may contact me at P.O. Box 2500 Bloomington, IL 61702 or at (309) 557-6727, or you may contact Mr. Kevin Olson at 2811 Agricultural Drive, Madison WI 53718.

Sincerely,



Dennis Newman
Four Seasons FS Coop
c/o NewTech Engineering and Environmental