

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, January 5, 2016 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 December 15, 2015.
3. PERSONAL APPEARANCES BY CITIZENS No matter presented by a citizen shall be acted on at the meeting except in emergencies affecting the public health, safety or welfare.
4. PUBLIC HEARINGS
 - (a) Public Hearing regarding a proposed Special Use Permit to allow Wisconsin Real Property Investments LLC and Chippewa Commons to lease the building located at 409 East Prairie View Road to Premium Waters Inc. to store pallets of water and materials to be used in the production of their water bottling operation.
5. COMMUNICATIONS - None
6. REPORTS
 - (a) Consider Board of Public Works minutes of December 21, 2015.
7. COUNCIL COMMITTEE REPORTS in the order in which they are named in Section 2.21 of the Municipal Code
 - (a) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 29, 2015.
 - (b) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of January 5, 2016. *(minutes to be distributed prior to meeting)*
 - (c) Consider Committee #3 Transportation, Construction, Public Safety & Traffic minutes of January 5, 2016. *(minutes to be distributed prior to meeting)*
 - (d) Consider Department Head Review Committee minutes of December 16, 2015.
8. APPLICATIONS
 - (a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.
 - (b) Consider Sidewalk Use Permit Application from Machine Tool Camp, 128 W River Street, to place a robotic arm sign on the corner of Island Street and River Street periodically to advertise special events. *(see recommendation of Committee #3)*
 - (c) Consider Application for Temporary Class "B" / "Class B" Beer and Wine Retailer's License from United Cerebral Palsy of West Central Wisconsin for Winterfest/SnoBiz to be held on January 29 – 31, 2016 at the Northern Wisconsin State Fairgrounds contingent upon final approval from the Police Department.
 - (d) Consider Application for Class "E" Dance and Live Music License from United Cerebral Palsy of West Central Wisconsin for the Northern Wisconsin State Fairgrounds on January 29 – 31, 2016.
9. PETITIONS - None
10. MAYOR ANNOUNCES APPOINTMENTS - None
11. MAYOR'S REPORT - None
12. REPORT OF OFFICERS - None
13. ORDINANCES
 - (a) Second Reading of **Ordinance #2015-26 Entitled:** An Ordinance Granting a Special Use Permit to Wisconsin Real Property Investments LLC and Chippewa Commons for Premium Waters Inc. to Store Pallets of Water and Materials at #409 East Prairie View Road.

13. ORDINANCES (continued)

(b) First Reading of Ordinance #2016-01 Entitled: An Ordinance Amending the Restricted Parking During School Hours Code Section to Increase the No Parking Area on Miles Street, Section 7.09(2)(c) of the Chippewa Falls Municipal Code.

(c) First Reading of Ordinance #2016-02 Entitled: An Ordinance Amending the Zoning Code of the City of Chippewa Falls. (regarding Parcel #'s 22808-0932-00020000 and 22808-0841-00020000, Lot #1, City of Chippewa Falls, located on the south side of Chippewa Crossing Boulevard to be rezoned from C-2 General Commercial District to P-1 Public and Institutional District)

14. RESOLUTIONS

(a) Consider Resolution #2016-01 Entitled: Resolution (regarding sale of real estate located at 100 N Bridge Street, 11-13 W Spring Street and 15 W Spring Street)

(b) Consider Resolution #2016-02 Entitled: Resolution Authorizing an Annual Adjustment for 2016 for Non-Represented and Management Employees.

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Discuss and consider Supplemental Letter Agreement from SEH to provide additional consulting services for the Chippewa Falls Downtown Riverfront Project relative to additional contaminated soil investigation and groundwater well monitoring and abandonment.

(b) Discuss and consider Agreement between the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission for preparation of a WDOT Transportation Alternatives Program (TAP) grant application.

16. CLAIMS

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

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 December 30, 2015 at 1:30 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, December 15, 2015 in the City Hall Council Chambers. Mayor Gregory Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

Council Members present: John Monarski, Rob Kiefer, CW King, Chuck Hull, Paul Nadreau, and Brent Ford. Absent was Paul Olson.

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Police Chief Wendy Stelter, Fire Chief Mike Hepfler, City Clerk Bridget Givens, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Monarski/Ford** to approve the minutes of the December 1, 2015 Council Meeting. **All present voting aye, motion carried.**

(b) **Motion by Monarski/Hull** to approve the minutes of the December 3, 2015 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS - None

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) **Motion by Kiefer/King** to approve the Board of Public Works minutes of December 7, 2015. **All present voting aye, motion carried.**

(b) **Motion by Hull/King** to approve the Plan Commission minutes of December 7, 2015. **Roll Call Vote: Aye – Hull, King, Nadreau, Ford, Monarski, Kiefer. Motion carried.**

(c) **Motion by Ford/Monarski** to approve the Transit Board minutes of December 8, 2015. **All present voting aye, motion carried.**

COUNCIL COMMITTEE REPORTS

(a) **Motion by Hull/Nadreau** to approve the Committee #1 Revenues, Disbursements, Water and Wastewater minutes of December 15, 2015. **Roll Call Vote: Aye – Hull, Nadreau, Ford, Monarski, Kiefer, King. Motion carried.**

(b) **Motion by Kiefer/Monarski** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 7, 2015. **All present voting aye, motion carried.**

(c) **Motion by Ford/Nadreau** to approve the Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of December 15, 2015. **All present voting aye, motion carried.**

(d) **Motion by King/Ford** to approve the Committee of the Whole minutes of December 15, 2015. **All present voting aye, motion carried.**

(e) The Park Board minutes of December 8, 2015 were presented.

(f) The Library Board minutes of November 11, 2015 were presented.

APPLICATIONS

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

(b) **Motion by King/Ford** to approve the Original Alcohol Beverage Retail License from The Snout Saloon, LLC, Cindy Welk, Agent, for a Class "B" / "Class B" Intoxicating Liquor and Malt Beverage License for The Snout Saloon located at 13 W Central Street. **All present voting aye, motion carried.**

(c) **Motion by Kiefer/Monarski** to approve the Application for Residential Recycling License from ProVyro Waste Services, LLC conditioned upon receipt of the required performance bond and successful completion of vehicle inspection by the City Health Inspector. **All present voting aye, motion carried.**

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS

(a) Motion by Kiefer/Ford to approve the appointment of Election Inspectors for the 2016/2017 Election Cycle. **All present voting aye, except Monarski who recused, motion carried.**

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) The First Reading of Ordinance #2015-26 Entitled: An Ordinance Granting a Special Use Permit to Wisconsin Real Property Investments LLC and Chippewa Commons for Premium Waters Inc. to Store Pallets of Water and Materials at #409 East Prairie View Road was held.

RESOLUTIONS

(a) Motion by King/Ford to approve **Resolution #2015-58 Entitled:** Resolution Approving a Certified Survey Map for the Proposed Fire Station along Chippewa Crossing Boulevard. **Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Nadreau. Motion carried.**

(b) Attorney Ferg informed the Council that **Resolution #2015-59 Entitled:** Resolution (regarding sale of real estate located at 100 N Bridge Street, 11-13 W Spring Street, and 15 W Spring Street) required a correction in the title holder. The sale is final. This resolution is a formality for the Title Company and can be corrected and considered at the Council Meeting on January 5, 2016.

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

(a) Chief Hepfler indicated the committee went through a selection process when reviewing the bids for construction management services for the proposed new fire station. Five Bugles recommended a construction management company be utilized to help save on costs. The cost for the construction management company was forecasted into the overall building costs. **Motion by King/Ford** to approve the contract from CMPI to provide construction management services for the proposed new fire station. **Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Nadreau. Motion carried.**

CLAIMS

(a) Motion by King/Ford to approve the claims as recommended by the Claims Committee.

City General Claims:	\$546,358.17
Authorized/Handwritten Claims:	\$35,734.68
Department of Public Utilities:	\$225,907.31
Total of Claims Presented	<u>\$808,000.16</u>

Roll Call Vote: Aye – King, Ford, Monarski, Kiefer, Hull, Nadreau. Motion carried.

(b) Motion by Kiefer/Ford to refer the window damage claim submitted by BadgeAire Inc., 200 E Walnut Street, to the insurance company. **All present voting aye, motion carried.**

CLOSED SESSION - None

ADJOURNMENT

Motion by King/Ford to adjourn at 6:58 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - December 15, 2015

NAME	ADDRESS
Raymond Dressel	346 E. Park Ave O.D.
Rick Flynn	1304 Perry C.F.

NOTICE OF PUBLIC HEARING
SPECIAL USE PERMIT
CITY OF CHIPPEWA FALLS

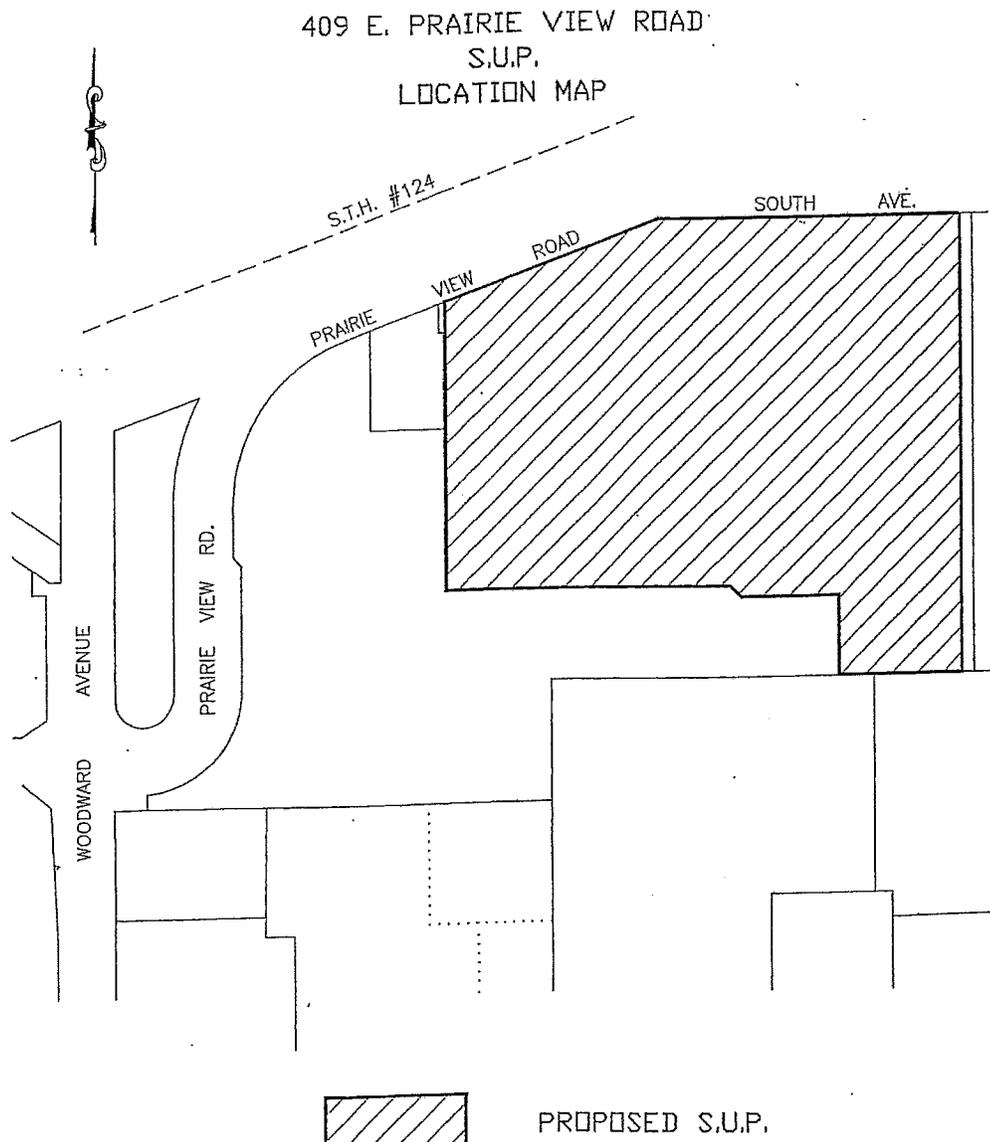
Please take notice that the Common Council of the City of Chippewa Falls, Wisconsin, will conduct a public hearing on the **5th day of January, 2016** commencing at 6:30 P.M. in the Council Chambers, Municipal Building, 30 West Central Street, on a proposed Special Use Permit to:

Allow owner Wisconsin Real Property Investments LLC and Chippewa Commons to lease the parcel described to Premium Waters Inc. to store pallets of water and materials to be used in the production of their water bottling operation in the former Kmart building located at #409 East Prairie View Road. This parcel is currently zoned C-2 General Commercial District.

Following the hearing, the Common Council may consider adoption of an Ordinance granting this permit.

Information regarding this request and conditions to be considered for inclusion as a part of the permit may be obtained from the Office of the City Clerk or City Engineer at 30 West Central Street during normal business hours.

Bridget Givens
City Clerk



**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 21, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 21, 2015 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 Paul Olson. Also, present at the meeting was Caleb Brown from the Chippewa Herald.

1. **Motion** by Bauer, seconded by Rubenzer to approve the minutes of the December 7, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board of Public Works considered the attached Supplemental Letter Agreement for additional soils investigation for the new downtown park entrance project. Director of Public Works Rubenzer stated that WDNR was requiring ground water samples, well abandonment and a soil management plan that went above a normal site evaluation for soil contamination. S.E.H. had included a background investigation, field investigation and negotiation with WDNR for environmental permitting with the original proposal. **Motion** by Hoffman, seconded by Senn to recommend the Common Council approve the Supplemental Letter Agreement with S.E.H. dated December 1, 2015 for additional contaminated soil investigation and analysis and groundwater well monitoring and abandonment. Said agreement for an estimated \$14,000 to \$16,000. **All present voting aye. MOTION CARRIED.**

3. The Board considered the attached agreement between the City of Chippewa Falls and West Central Wisconsin Regional Planning Commission for preparation of a WDOT Transportation Alternatives Program, (TAP) grant application. The City of Chippewa Falls and Chippewa Falls Area Unified School District, (CFAUSD), have jointly resolved, (see attached Resolution No. 2015-39), to formally recognize and endorse the Safe Routes to School plan to be used as a guide. Director of Public Works Rubenzer stated the application fee of \$4500 would be split between the City and CFAUSD. He continued that the joint Safe Routes to School task force and associated volunteers had met on numerous occasions to perform bike and walk audits, a district-wide parent survey and recommended a vast array of solutions and actions. The TAP grant would be split according to the following: 10% City of Chippewa Falls, 10% CFAUSD, 80% WDOT/Federal and would need to be a minimum project amount of \$300,000. DPW Rubenzer stated that it would most likely be a project between \$300,000 and \$400,000 with the City share being between \$30,000 and \$40,000. Finance Manager Bauer asked where funding would come from DPW Rubenzer stated it would have to be transferred from another account. **Motion** by Senn, seconded by Rubenzer to recommend the Common Council approve a joint City of Chippewa Falls and Chippewa Falls Area Unified School District agreement with West Central Wisconsin Regional Planning Commission to prepare an application for a WDOT Transportation Alternative Program grant for a Safe Routes to School TAP project. In addition, that the Council approve the corresponding resolution. The TAP application fee of \$4500 is to be equally shared by the City, (\$2250), and the School District., (\$2250). **All present voting aye. MOTION CARRIED.**

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

4. The Board considered and discussed the attached site plan for the Cobblestone Hotel and Suites which will be located on the Northwest corner of Spring and Bridge Streets. Details of the permit are closure of parking spaces and sidewalk on Spring Street and Bridge Street during construction of the hotel. In addition, the segment of alley bordering the lot parcel will be closed during construction. The Board added a condition to place a sidewalk barricade with flashing beacon in addition to the sidewalk closed ahead signs to ensure that pedestrians are only encouraged to cross at a legal crosswalk. Also that emergency services comment on the proposed closure.

Motion by Senn, seconded by Hoffman to recommend the Common Council approve the attached site map for parking, sidewalk and alley closures during construction of the new Cobblestone Hotel and Suites at the Northwest corner of Spring and Bridge Streets contingent on:

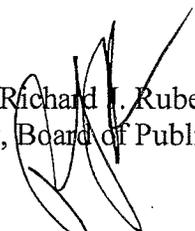
- 1) Review and approval by Emergency Services
- 2) Contractor Brimark Builders LLC to provide a flashing beacon sidewalk barricade in addition to sidewalk closed ahead signs to encourage pedestrians to cross Bridge Street at Central Street or the South side of Spring Street in legal pedestrian crossings.

All present voting aye. MOTION CARRIED.

5. The Board discussed the December 8, 2015 re-bids for the Spring Street Bridge rehabilitation project. As per the attached document from the revised State Municipal Agreement, the federal funding for construction of the bridge was capped at \$334,240. The lowest of the two December 8, 2015 bids came in at \$574,384.63 (Zenith Tech). The low bid of Zenith Tech was \$152,812.06 lower than the May 2015 low bid of \$727,196.69, (Lunda). Rubenzer reminded the Board that he City was responsible for the entire engineering study and design costs, (\$209,000), federal share of \$167,200 should the City decide not to complete the project. With review fees of \$25,500.00 and construction inspection of \$32,000, the total construction estimate was \$631,978.83. After discussion with WDOT representatives, WDOT proposed to remove the federal cap and federally fund 80% of the \$631,978.83, (\$565,583.06), leaving a 20% City share of \$126,395.77. Under the existing agreement, the cities share would have been about \$381,298.

Motion by Rubenzer, seconded by Hoffman to recommend the Common Council approve the low bid for the Spring Street Marsh Arch Rainbow Bridge project and for WDOT to award the project to low bidder, Zenith Tech. contingent upon the City of Chippewa Falls and Wisconsin Department of Transportation execute another revised agreement that removed the federal cap of \$334,240 and allowed for an 80%/20% Federal/City of Chippewa Falls share split of the entire \$631,978.83 project estimated cost. **All present voting aye. MOTION CARRIED.**

6. **Motion** by Bauer, seconded by Senn to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:10 P.M.


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

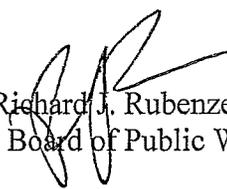
**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, DECEMBER 7, 2015 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, December 7, 2015 at 5:30 PM. Present were Mayor Greg Hoffman, Director of Public Works Rick Rubenzer, Finance Manager Lynne Bauer and Alderperson Paul Olson. Absent was Darrin Senn. Also, present at the meeting was Ralph Cushman.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the November 9, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. The Board discussed the attached request from the Chippewa Falls Area Unified School District to extend the no parking zone during school hours, on the south side of Miles Street, between Terrill St. and Wheaton St., west approximately fifty feet. This would eliminate two existing parking spaces that as detailed in the attached email from the school district are presently occupied on most school days by Hillcrest or Chippewa Falls Area Unified School District staff. Ms. Bauer voiced a concern about informing the residents along the south side of Miles Street about the proposed change, (reduction of two public parking spaces). Mr. Cushman stated he would inform all the residents in the area of the two existing parking spaces that would be removed.
Motion by Rubenzer, seconded by Hoffman to recommend the Common Council revise Municipal Code Chapter 7.09(2)(c) restricted parking during school hours to extend the no parking zone seventy-seven feet west on the south side of Miles Street between Terrill St. and Wheaton St. **All present voting aye. MOTION CARRIED.**

3. **Motion** by Olson, 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

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated December 1, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Provide additional consulting services for the Chippewa Falls Downtown Riverfront Project more specifically described in the attached Scope.

Client's Authorized Representative: Richard Rubenzer, PE, DPW, City Engineer, Utilities Manager

Address: 30 W. Central Street
Chippewa Falls, WI 54729

Telephone: 715.726.2729 **email:** rrubenzer@chippewafalls-wi.gov

Project Manager: Timothy M. Marko, PE

Address: 10 North Bridge Street
Chippewa Falls, WI 54729

Telephone: 715.720.6240 **email:** tmarko@sehinc.com

Scope: The Additional Services to be provided by Consultant:

Additional Services required to investigate contaminated soils and to perform ground water monitoring in the Riverfront Park area. Services more specifically described below:

1. Finding and reviewing the historical reports for the multiple contaminated sites.
2. Summarizing the found environmental data.
3. Overlaying the proposed improvement plans on the collected soil and ground water data.
4. Locating and assessing the existing monitoring wells to see if they could be sampled/monitored.
5. Meeting with Gina Keenan, WDNR to discuss the proposed development and review the data SEH collected and summarized.
6. Collecting one round of ground water samples from 5 monitoring wells and analyzing water samples for the same historical perimeters (wells that were associated with the Chieftain Bulk Oil Site, wells which were designed and sampled by others). Analysis portion of cost is estimated at \$1,400.
7. Abandonment of an existing monitoring well. Estimated cost to perform well abandonment is \$800.
8. Summarize the data and write up a final report with findings.
9. Meet with City Staff to review our findings.
10. Submit final report to WDNR, Gina Keenan.

Estimated Cost (Labor and Expenses) \$14,000 to \$16,000

Other potential Services (costs to be determined)

1. The Chieftain Bulk Oil Site may need additional monitoring required by the WDNR prior to closing and may also require a closure package to be submitted to WDNR.
2. In addition to ground water sampling results, the WDNR will require a Soil Management Plan for the proposed site improvements (may be part of the closure plan for the Chieftain Bulk Oil Site and overall management of the proposed cut and fill program for the site improvements)

Schedule: Upon receiving authorization, SEH will collect ground water samples from the five (5) accessible monitoring wells and submit the samples for analysis. The analytical results of the samples are expected to be delivered to SEH within two (2) weeks from the sample(s) submittal. SEH will review the analytical data and schedule a meeting with City Staff December 2015 or early January 2016. After review is completed with City Staff, SEH will schedule a meeting with WDNR (Gina Keenan) and City Staff to obtain "go forward" direction.

Payment: The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$17,000, without approved contract amendments. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

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CITY OF CHIPPEWA FALLS

By: _____ Date: _____
Mayor – Honorable Gregory Hoffman

Attest: _____ Date: _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ Date: _____
City Attorney

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Director

SHORT ELLIOTT HENDRICKSON INC.

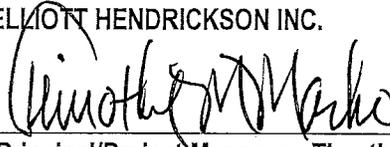
By:  _____ Date: 12.01.2015
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 1, 2015

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be the Actual Billing Rates of Personnel Method as indicated in the Agreement.

1. **Actual Billable Rates of Personnel Method** - Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization

**SUBCONTRACT AGREEMENT
BETWEEN
SHORT ELLIOTT HENDRICKSON INC.
AND
AMERICAN ENGINEERING TESTING, INC.
FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of January, 1996 by and between SHORT ELLIOTT HENDRICKSON INC., St. Paul, Minnesota, hereinafter referred to as SEH and AMERICAN ENGINEERING TESTING, INC., hereinafter referred to as the CONSULTANT.

WITNESSETH:

WHEREAS, SEH has need for various services, including materials testing, laboratory services, subsurface exploration, geotechnical engineering and environmental services; and

WHEREAS, it is the desire of SEH to enter into a Subagreement with the CONSULTANT for the performance of these services; and

WHEREAS, a schedule of rates and fees will be agreed to on a yearly basis for work on small miscellaneous projects; and

WHEREAS, a letter outlining the scope of services and basis of payment shall be issued by the CONSULTANT and accepted by SEH on specific projects (Letter Proposal).

NOW, THEREFORE, SEH and the CONSULTANT hereby mutually agree as follows:

Section I - Services To Be Performed By The Consultant

A. BASIC SERVICES

1. SEH proposes to engage the CONSULTANT to assist SEH with furnishing basic professional services to SEH, which SEH is required to furnish pursuant to its Prime Agreement with various OWNERS, and CONSULTANT will do so in accordance with the terms and conditions of this Subcontract Agreement or Letter Proposal.

The scope of these services may include, but shall not be limited to, materials testing, laboratory services, subsurface exploration, geotechnical engineering, and environmental services.

The terms and conditions of this Subcontract Agreement shall be incorporated in any Letter Proposal accepted by SEH, unless specifically modified therein.

2. The CONSULTANT shall perform services in accordance with the terms and conditions of this Agreement as an independent contractor. Except as otherwise provided in this Agreement, CONSULTANT shall be responsible for the means and methods used in performing services under this Agreement and is not a joint-venturer with SEH. SEH shall coordinate the CONSULTANT's services and shall facilitate the exchange of information among the independent professional associates and consultants employed by SEH.
3. The CONSULTANT shall at the CONSULTANT's own expense request and obtain all data and information necessary for the performance of the CONSULTANT's services. The CONSULTANT is responsible to see that the documents prepared by the CONSULTANT and the services the CONSULTANT renders hereunder will conform to all applicable federal, state and local laws, rules, regulations, ordinances, codes, orders and other requirements. All of the CONSULTANT's communications to or with OWNER or SEH's other independent professional associates and consultants will be through or with the knowledge of SEH.
4. CONSULTANT shall include in the Letter Proposal specific information or requirements needed to perform the subsurface exploration for each Project, including but not limited to access requirements, site contamination concerns, disposition of samples, locations of underground utilities or storage tanks and improvements outside of the public right-of-way, potential damage to the project site resulting from the subsurface exploration or equipment and other issues or concerns.
5. CONSULTANT shall contact State notification centers, where available, or individual utility owners where State notification center is not available to request location of underground public utilities.
6. CONSULTANT shall locate borings, excavations and other penetrations such that they maintain a safe distance from underground improvements. SEH acknowledges that CONSULTANT may not be able to provide services in such areas that clearance cannot be obtained.
7. To the extent required by law, CONSULTANT shall report to SEH any contamination detected or of which CONSULTANT becomes aware during the course of providing services on a Project pursuant to this Agreement.

8. All samples obtained by the CONSULTANT shall remain the property of the OWNER. The CONSULTANT shall outline disposition of the samples in the Letter Proposal referenced in paragraph I.A.4.

B. ADDITIONAL SERVICES

1. If authorized in writing by SEH, the CONSULTANT shall provide within the time periods stipulated in such authorization Additional Services which are not included as part of Basic Services. The nature of the additional work to be performed, the time in which it must be completed, and the amount of additional compensation shall be agreed upon by the parties prior to rendering the additional services.

Section II - SEH's Responsibilities

A. SEH SHALL:

1. Make available to the CONSULTANT Drawings, Specifications, schedules and other information, interpretations and data which were prepared by SEH, and which SEH and the CONSULTANT consider pertinent to the CONSULTANT's responsibilities hereunder, all of which the CONSULTANT may rely upon in performing services hereunder except as may be specifically provided otherwise in writing.
2. Request OWNER to arrange for legal access to and make all provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform services under this Agreement.
3. Give prompt written notice to the CONSULTANT whenever SEH observes or otherwise becomes aware of any development that in SEH's determination may affect the scope or timing of the CONSULTANT's services, or any defect or nonconformance in the work of CONSULTANT that may in SEH's determination affect the Project.
4. Advise the CONSULTANT of the identity of other independent professional associates or consultants participating in the design or construction administration of this part of the Project and the scope of their services.

Section III - Payments To The Consultant

A. SMALL MISCELLANEOUS PROJECTS (ANNUAL SCHEDULE RATE)

1. SEH shall compensate the CONSULTANT for all Basic Services rendered under Section I at the rates agreed to in the annual schedule of rates and fees.

B. SPECIFIC PROJECTS

SEH shall compensate the CONSULTANT for all Basic Services rendered under Section I in accordance with the proposal of the CONSULTANT, for specific projects.

C. GENERAL

1. The CONSULTANT will bill SEH monthly. The monthly billing will summarize (1) the work completed, (2) the personnel involved in the work, (3) the number of hours charged to the project by each person and (4) the appropriate hourly rate for each person. The monthly billing will also itemize all reimbursable expenses.
2. Invoices will be processed and payments made by SEH to the CONSULTANT within ten (10) days of the date of receipt by SEH of payments by the OWNER for services performed by the CONSULTANT, or ninety (90) days following receipt of the CONSULTANT's bill, whichever is earlier.

Section IV - General Considerations

A. PERSONNEL AND TIMING

1. The CONSULTANT has, or will secure, qualified personnel, equipment and facilities to complete the services outlines in this Subagreement.
2. It is understood that the services under Section I will not commence until a written Notice to Proceed is given to the CONSULTANT by SEH.
3. The services as described herein shall be commenced and carried out expeditiously. The time within which CONSULTANT shall perform its services shall be extended by delays caused by acts of God or other circumstances beyond the control of the CONSULTANT.

B. CHANGE IN PROJECT AND AGREEMENT CHANGES

1. Terms of this Agreement may be changed only by prior written consent of SEH and the CONSULTANT.

C. TERMINATION

1. SEH and the CONSULTANT shall have the right to terminate this Agreement by giving thirty (30) days prior written notice to the other party of such termination and specifying the effective date thereof. In such event, copies of document data and work papers, studies, drawings, maps, models, and photographs prepared by the CONSULTANT shall become the property of SEH. The CONSULTANT shall have the right to stop performing services under this Agreement if SEH has breached this

Agreement, but only after giving thirty (30) days prior written notice to SEH specifying the breach.

D. RECORDS

1. Fiscal records of the CONSULTANT pertinent to the CONSULTANT's compensation and payments under this Agreement will be kept in accordance with generally accepted accounting practices.
2. The CONSULTANT shall maintain all original records (fiscal and other) and design calculations on file in legible form to a period of not less than three (3) years. At the end of the three (3) year period, pertinent records shall be maintained in a form acceptable to SEH.
3. The CONSULTANT's records and design calculations will be available for examination and audit if and as required by the Prime Agreement.

E. INSURANCE

The CONSULTANT shall secure the insurance specified below and shall cause all its consultants to do likewise. All insurance secured by the CONSULTANT or its consultants under the provisions of this Article shall be issued by insurance companies in good standing and authorized to do business in the State of Minnesota. The Insurance specified in this Article may be in a policy or policies of insurance, primary or excess.

The CONSULTANT agrees to provide to SEH certificates evidencing that it has the insurance specified below in effect; and stating that such insurance cannot be canceled until thirty (30) days after SEH has received written notice of the insurer's intention to cancel the insurance.

1. Workers' Compensation Insurance with Statutory Limits of the Workers' Compensation Laws of the State of Minnesota and Employer's Liability Insurance with a limit of \$500,000/\$500,000/\$500,000.
2. Comprehensive General Liability Insurance providing coverage not less than that of the standard Commercial General Liability insurance policy ("Occurrence Form") for operations of the CONSULTANT or its consultants. This coverage shall be maintained for two years after final completion and acceptance of the Project. The policy shall include contractual, personal injury, bodily injury and property damage liability coverages with total available limits, including umbrella coverage, not less than \$5,000,000 general aggregate and \$5,000,000 aggregate products and completed operations.

3. Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers. Such insurance shall provide coverage at least as broad as that found in the Standard Comprehensive Automobile Liability policy with limits of not less than \$1,000,000 Combined Single Limit each occurrence, \$3,000,000 Umbrella Coverage.
4. Professional Liability Insurance providing protection for the claims that would arise from the errors of the CONSULTANT or its consultants, omissions of the CONSULTANT or its consultants, or the negligent rendering of the professional service by the CONSULTANT or its consultants in the amount of \$1,000,000 for each occurrence, and \$2,000,000 aggregate.

F. INDEMNIFICATION

1. The CONSULTANT and SEH mutually agree to indemnify, defend and hold each other harmless from any claims, demands, losses, penalties, and expenses, including attorneys' fees, or causes of action arising out of any wrongful act, omission, or negligence on the part of the CONSULTANT and/or SEH, or their agents or employees in the performance of or with relation to any of the work or services provided or to be performed or furnished by the CONSULTANT and/or SEH under the terms of this Agreement.

IN WITNESS WHEREOF, this Agreement is herewith executed the date and year first above written.

For SEH:

Short Elliott Hendrickson Inc.

By Thomas W. Fort

Title MANAGER - AVIATION SERVICES

For the Consultant:

American Engineering Testing, Inc.

By Jeffery K. Vogan

Title Vice President

ADDRESSES FOR GIVING NOTICES

3535 Vadnais Center Drive
St. Paul, Minnesota 55110

2102 University Avenue West
St. Paul, Minnesota 55114

RECEIVED NOV 25 2010

AMENDMENT 1

Amendment to the Subcontract for Professional Services, entered into January 16, 1996 between Short Elliott Hendrickson Inc., ("SEH") and American Engineering Testing, Inc., (Consultant").

Whereas the parties have agreed to make changes to the master Subcontract for work going forward,

The Subcontract is amended as follows:

1. In the first "WHEREAS" statement, "including" shall be deleted and replaced with "including but not limited to".
2. Section I.A.1. add to the end of the first paragraph: "The applicable portions of the Prime Agreement will be made available for Consultant to review and register any objections to the terms in writing in the Letter Proposal."
3. Section III.C.2. delete ", or ninety (90) days following receipt of the CONSULTANT's bill, whichever is earlier".
4. Section IV.A.3. in the first sentence, delete "expeditiously" and replace with "according to the schedule".
5. Section IV.C.1. Delete the last sentence.
6. Section IV.E. in the second sentence of the first paragraph, delete "State of Minnesota" and replace with "state in which the project site is located".
7. Section IV.E delete the second paragraph and replace with "The CONSULTANT agrees to provide to SEH certificates evidencing that it has the insurance specified below in effect; and stating that insurer will endeavor to provide 30 days notice of cancellation unless CONSULTANT doesn't pay its premiums, then the insurer will give 10 days notice."
8. Section IV.E.1. delete "State of Minnesota" and replace with "applicable state". Also delete "\$500,000/\$500,000/\$500,000" and replace with "\$1,000,000 per occurrence".
9. Section IV.E.2. In the first sentence delete "Comprehensive" and "not less than that of the standard Commercial General Liability insurance policy". In the last sentence delete "total available" and "including umbrella coverage". Also in the last sentence change both instances of "\$5,000,000" to "\$2,000,000".
10. Section IV.E.3. in the last sentence delete "not less than" and delete ", \$3,000,000 Umbrella Coverage".
11. Section IV.E.4. delete "occurrence" and replace with "claim". Add a new sentence to the end that says "This policy shall include pollution liability coverage."
12. Add a new Section IV.E.5. "Umbrella or Excess Liability Insurance providing additional coverage for General and Auto claims in the amount of \$2,000,000. This policy shall follow form."

All other terms of the Subcontract remain the same.

American Engineering Testing, Inc.


signature

Robert J. Struwe
printed name

Vice President
title

23 Nov 10
date

Short Elliott Hendrickson, Inc


signature

Mary Catherine Anglum
printed name

Contracts Manager
title

Nov. 23 2010
date

**Agreement Between the
City of Chippewa Falls
and the
West Central Wisconsin Regional Planning Commission**

I. Introduction

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and the City of Chippewa Falls, Wisconsin (hereinafter referred to as the City).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical planning assistance to local governments and/or private entities; and

WHEREAS, the City has demonstrated an interest in analyzing community development needs and in devising practical strategies to address those needs; and

WHEREAS, one means of dealing with community development needs is through the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP), and the City, in coordination with the Chippewa Falls School District, has decided to proceed with the submittal of a TAP application; and

WHEREAS, the City has agreed to complete the application preparation process; and

WHEREAS, the City has determined that, in order to prepare a TAP application in an efficient, economical, and effective manner, it is necessary to procure the services of professional planners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

II. Scope of Services to be Performed by the Commission

The Commission, in cooperation with the City of Chippewa Falls and its representatives, will prepare a TAP application to be submitted to the Wisconsin Department of Transportation (WisDOT). In the course of preparing said TAP application, the Commission will perform the following services and will have the following responsibilities:

- A. **Data Collection and Research:** Commission staff will assemble and analyze statistical data as well as historical/background information to be used in preparing a completed application. The data and information will result in a narrative necessary to present the need and justification for the project. Commission staff will also work with City representatives to secure other pieces of information necessary for application submission (such as maps, budget information, detailed project specifications, etc.).
- B. **Communication:** Commission staff will communicate with City representatives on a regular basis as part of the application preparation process. This communication could include telephone calls, email correspondence, and/or face to face meetings.
- C. **Writing of Application:** Commission staff will prepare a TAP application in accordance with the format and requirements prescribed by WisDOT.
- D. **Presentation of Final Application:** Commission staff will communicate with the City of Chippewa Falls for review and approval of the final application prior to submittal. Commission staff will also advise the City of Chippewa Falls as to resolutions, agreements, and other pieces of documentation necessary for the formal endorsement and approval of the application.
- E. **Typing and Photocopying of Application:** Commission staff will complete the final application using forms prescribed and provided by WisDOT. Commission staff will also prepare necessary graphics and maps for inclusion in the final application. The Commission will submit a completed and signed original application (including all required application attachments) to WisDOT. The City of Chippewa Falls will also be provided a copy of the application.

- F. **Claims and Guarantees:** The Commission and its staff will perform the above-described services in an attempt to develop a fundable TAP application for the City of Chippewa Falls. However, the Commission and its staff make no claims or guarantees as to the success of the final application during its review by WisDOT.

III. Scope of Services to be Performed by the City

The City agrees to perform the following services and to assume the following responsibilities with respect to the preparation of the TAP application:

- A. **Cooperation of City Representatives:** City representatives will cooperate with WCWRPC staff to the extent feasible and will provide necessary background information and support documentation for inclusion in the application.
- C. **Application Review:** City representatives will review the final application for approval prior to the submission to the Wisconsin Department of Transportation.
- D. **Responsibility for Contents of Application:** The City assumes responsibility for the contents of the application as reviewed and approved by City representatives. This responsibility includes, but is not limited to, the validity and accuracy of statistical information, descriptions of existing conditions and needs, anticipated results of the project implementation, and legality of commitments and agreements included in the final project.

IV. Time Schedule

- A. The aforementioned services and items of work shall be performed during the period beginning December 1, 2015 and ending January 29, 2016, unless such period is amended by mutual agreement between the parties to this agreement.
- B. The Commission and the City shall reserve the right to cancel this agreement upon thirty (30) days notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

V. Financial Payments

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided at a cost of \$4,500.00 in response to a billing provided by the Commission upon application completion.
- B. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the City and its representatives.
- C. In the event that the City decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the City only for work completed.

VI. Title VI Non-Discrimination

During the performance of this contract, the contractor assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission's services will also be performed in accordance with the *West Central Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted September 11, 2014.

VII. Miscellaneous Provisions

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis

and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the City.

- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the City.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the City.
- D. The Commission shall furnish full workman's compensation coverage for all Commission employees.
- E. In the event that any problems or disputes arise as to the nature of the obligations enumerated within this agreement or as to the quantity and quality of performance, the parties shall first attempt to resolve the said dispute by arranging for a conference to be held for that purpose. In the event that resolution is not effectuated in such manner, the parties hereby agree to submit the problem or dispute to binding arbitration before an arbitrator to be mutually agreed upon by the parties hereto.
- F. The City and the Commission certify that no payment of money or any form of consideration has been offered to or given to a City employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Lynn Nelson, Executive Director and all communication pertaining hereto to the City shall be made to Gregory S. Hoffman, Mayor.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.

IN WITNESS WHEREOF, the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission execute this agreement.

City of Chippewa Falls

**West Central Wisconsin Regional
Planning Commission**

Gregory S. Hoffman, Mayor

Jess Miller, Chair

Bridget Givens, City Clerk

Richard Creaser, Secretary/Treasurer

Date

Date

RESOLUTION NO. 2015-39

CITY OF CHIPPEWA FALLS/CHIPPEWA FALLS AREA UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 2015-39
RECOGNIZING AND ENDORSING THE SAFE ROUTES TO SCHOOL PLAN FOR THE
CITY OF CHIPPEWA FALLS AND CHIPPEWA FALLS AREA UNIFIED SCHOOL DISTRICT

WHEREAS, the City of Chippewa Falls and Chippewa Falls Area Unified School District and 10 other school districts and the communities they serve joined a West Central Wisconsin Regional Planning Commission (WCWRPC) regional initiative and applied for a State of Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant on December 10, 2013 for a city-wide Safe Routes To School Plan (SRTS) plan; and

WHEREAS, the grant for the SRTS plans was awarded on August 1, 2014; and

WHEREAS, the City of Chippewa Falls and Chippewa Falls Area Unified School District formed a SRTS Task Force made up of several people from the School District and City; and

WHEREAS, working with the WCWRPC, the SRTS Task Force held four SRTS Task Force meetings, facilitated one district-wide parent survey and one district-wide weeklong classroom mode of transportation tally, and organized 12 walk and bike audits over a six-month period; and

WHEREAS, the SRTS Task Force finalized the SRTS Plan, which included dozens of action item recommendations, on August 10, 2015; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chippewa Falls and Chippewa Falls Area Unified School District that the City of Chippewa Falls and Chippewa Falls Area Unified School District SRTS plan shall be formally recognized and endorsed as a document that shall be serve as a guide by the City and School District. It shall also be used as the basis for the application for an infrastructure grant.

DATED this 1st day of September, 2015.

ATTEST:

APPROVE:

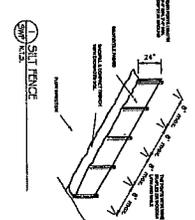
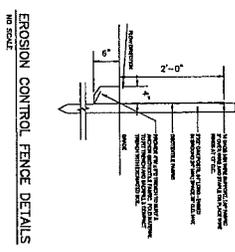
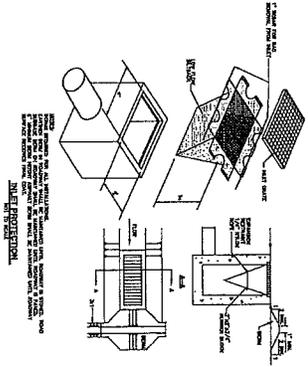
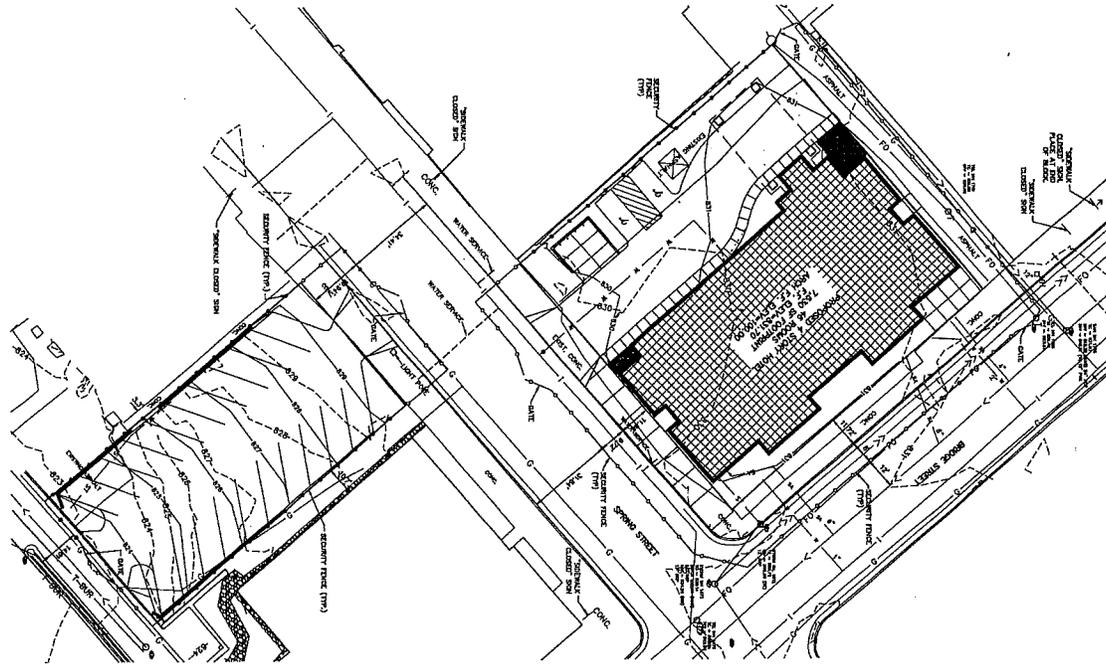


Greg Hoffman, Mayor

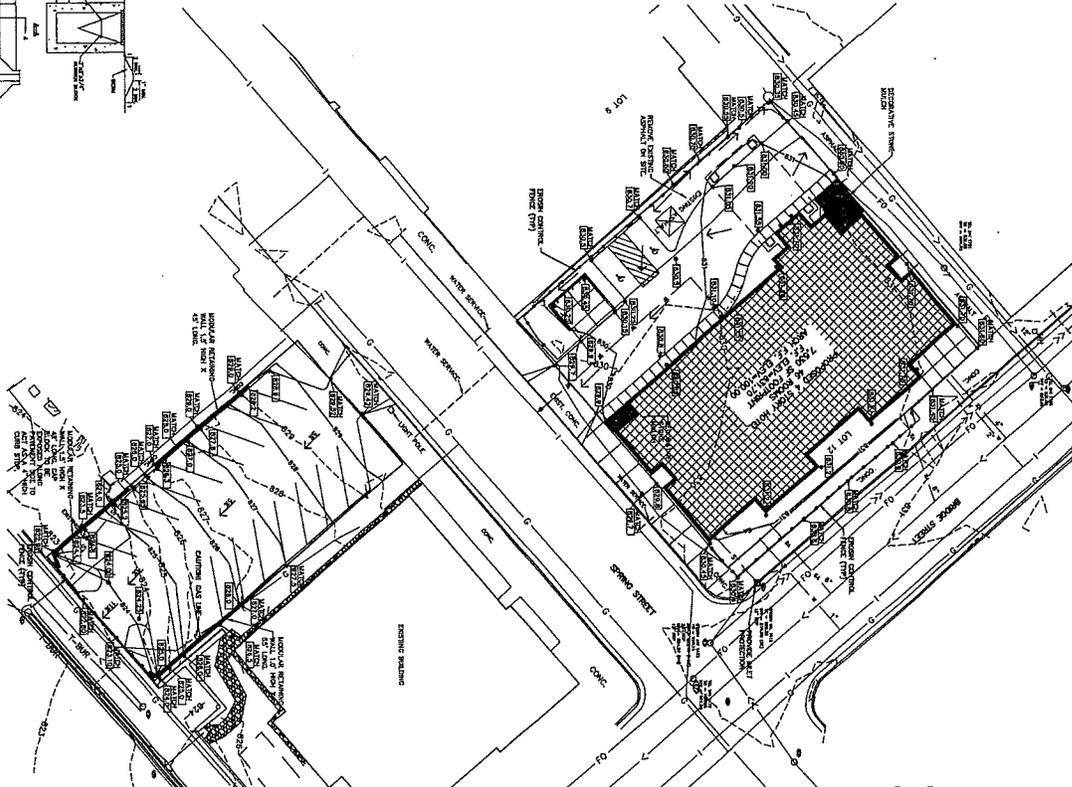


Jerry Smith, School Board President

NORTH
**CONSTRUCTION STAGING
 SITE SECURITY PLAN**



NORTH
**GRADING & EROSION
 CONTROL PLAN**



PROJECT:
 COBBLESTONE HOTEL AND SUITES
 CHIPPEWA FALLS, WI

OWNER:
 BRIMARK BUILDERS, LLC
 980 AMERICAN DRIVE
 NEENAH, WI 54956



2015 © EXCEL ENGINEERING, INC.

JOB NUMBER:	1514840
SHEET:	C1.1
REVISIONS:	
DESIGNED BY:	
CHECKED BY:	
DATE:	
PROJECT:	
LOCATION:	
SCALE:	

The Municipality agrees to the following 2013-2018 Local Bridge program project funding conditions:

Project design and construction costs are funded with 80% federal funding when the Municipality agrees to provide the remaining 20% according to the Local Bridge Program guidelines. Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2017. **In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2013-2018 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 8996-00-79					
Design Phase I	\$89,000	\$71,200	80%	\$17,800	20%
State Review	\$21,000	\$16,800	80%	\$4,200	20%
ID 8996-00-80					
Design Phase II	\$72,000	\$57,600	80%	\$14,400	20%
State Review	\$27,000	\$21,600	80%	\$5,400	20%
ID 8996-00-98		167,100			
Participating Construction	\$368,800	\$295,040	80%*	\$73,760	20%+BAL
Non-Participating Construction	\$0	\$0	0%	\$0	100%
State Review	\$49,000	\$39,200	80%*	\$9,800	20%+BAL
Total Est. Cost Distribution	417,800 \$626,800	334,240 \$501,440	N/A	83,560 \$125,360	N/A

New Amount Corrd. → \$631,979 → \$505,583 → \$126,396
 *Federal funding for this project is now capped at \$334,240. Project will be 80% federally funded up to a maximum of \$334,240 when the the Municipality agrees to pay the remaining 20% and any costs in excess of the federal funding maximum.

This request is subject to the terms and conditions that follow (pages 3 – 7) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of Chippewa Falls** (please sign in blue ink.)

Name [Signature] Title Mayor Date 4/28/15

Signed for and in behalf of the State:

Name [Signature] Title Region Director Date 5/1/15

Rick Rubenzer

From: Johnson, Ross - DOT <Ross.Johnson@dot.wi.gov>
Sent: Wednesday, December 16, 2015 2:26 PM
To: Zimmer, William - DOT
Cc: Rick Rubenzer
Subject: RE: Justification for Proposal ID 20151208030, 12/08/2015 Letting, Project ID 8996-00-98

Bill,

Here are the total construction estimated costs for the cost change request:

As-LET \$ 574,384.63
MC work order 25,500.00 this amount will likely cover any I/E also
Consultant inspector 32,000.00 estimated contract value

Total construction cost: \$ 631,978.83

Rick- Madison has agreed to hold the award until your council meets in January.

Ross T. Johnson, P.E.
Local Program Project Manager
WisDOT Northwest Region
Eau Claire 715.836.2069



Minutes
Committee #2
Labor Negotiations, Personnel, Policy & Administration
December 29, 2015

Committee #2 met on Tuesday, December 29, 2015 at 8:00 AM in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: CW King, Chuck Hull, and John Monarski

Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer, Director of Public Works/City Engineer/Utilities Manager Rick Rubenzer, Assistant City Engineer Rob Krejci, Utilities Office Manager Connie Freagon, Parks and Recreation Director Dick Hebert, Fire Chief Mike Hepfler, and City Clerk Bridget Givens.

Call to Order: 8:20 AM

1. **Open Session**
2. **Discuss NR114 Code Revisions, revised certification requirements and associated compensation for Wastewater Treatment Plant employees. Possible recommendation to the Council.**

Director of Public Works/City Engineer/Utilities Manager Rubenzer advised that effective July 1, 2015, the DNR mandated three new levels of certification to replace the previous subclasses; Operator-in-Training, Basic Level, and Advanced Level. With this change, it was required that two operators at the Wastewater Treatment Plant be reclassified. Rubenzer reviewed the required compensation for the reclassifications.

Motion by Monarski/Hull to recommend Council approve the revised certification requirements and associated compensation for Wastewater Treatment Plant employees based upon the NR114 Code Revisions. **All present voting aye, motion carried.**

3. **Review updated job description for the Civil Engineering Technician position and discuss request to fill the position. Possible recommendation to the Council.**

Rubenzer presented the updated job description for the Civil Engineering Technician position and requested permission to fill the existing position due to a retirement.

Motion by Hull/Monarski to recommend Council approve the updated job description for the Civil Engineering Technician position and proceed to fill the position. **All present voting aye, motion carried.**

- 4. Review updated Water Service Maintenance position job description and discuss adding an additional Water Service Maintenance position. Possible recommendation to the Council.**

This new position is predicated upon the need to complete roughly 820 residential cross-connection inspections annually. Rubenzer advised that the City currently contracts for commercial and industrial inspections, and that City staff have been completing the residential. This position would be completely cross-trained throughout the Water Department. Funding for the position will come from the Utility Budget which does not affect the General Fund.

Motion by Monarski/Hull to recommend Council approve the updated Water Service Maintenance job description and proceed to fill the position. **All present voting aye, motion carried.**

- 5. Discuss request to fill Street Department Heavy Equipment Operator position. Possible recommendation to the Council.**

Rubenzer advised this existing position will be vacant due to a retirement.

Motion by Monarski/Hull to recommend Council approve the request to fill the Street Department Heavy Equipment Operator position. **All present voting aye, motion carried.**

- 6. Discuss request to fill the Recreation Supervisor position. Possible recommendation to the Council.**

Parks and Recreation Director Hebert received a notice of resignation from the current Recreation Supervisor. Finance Manager Bauer advised the wage range for this position is \$32,172.12 - \$35,389.33, which could offer some flexibility during the hiring process.

Motion by Hull/Monarski to recommend Council approve filling the Recreation Supervisor position with an advertised wage range of \$32,100 - \$35,300. **All present voting aye, motion carried.**

- 7. Discuss compensation increase for non-represented City employees. Possible recommendation to the Council.**

Bauer reviewed draft Resolution No. 2016-02 and requested the Committee approve a 1% raise for all non-represented full-time and permanent part-time employees. The financial impact is approximately \$35,000 which was included in the 2016 Budget.

Motion by Monarski/Hull to recommend Council approve the 1% compensation increase for non-represented City employees. **All present voting aye, motion carried.**

- 8. Motion by Hull/Monarski** to go in to Closed Session under Wis. Stats. Sec. 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting public business with competitive or bargaining implications" to a) **discuss**

labor negotiation issues and strategies and to include the Committee Members, Finance Manager/Treasurer Lynne Bauer, Fire Chief Mike Hepfler, and City Clerk Bridget Givens; may return to open session. Clerk Givens left at this time.

The Committee discussed issues related to labor negotiations.

Motion by Hull/Monarski to return to Open Session. **All present voting aye, motion carried.**

9. Adjournment

Motion by Monarski/Hull to adjourn at 9:37 am. **All present voting aye, motion carried.**

**Minutes submitted by,
CW King, Chair**



NR114 Code Revision Operator Certification Conversions

All subclasses will be converted as follows on July 1, 2015.

Current Subclass Name	Will be converted to	New Subclass Name(s)
* Primary Treatment	➔	Solids Separation
Trickling Filters and RBCs ¹	➔	Biological Treatment - Attached Growth
	➔	Solids Separation
	➔	Biological Solids/Sludge Handling, Processing and Reuse
* Activated Sludge	➔	Biological Treatment - Suspended Growth ²
	➔	Solids Separation
	➔	Biological Solids/Sludge Handling, Processing and Reuse
Stabilization Ponds and Aerated Lagoons	➔	Ponds, Lagoons and Natural Systems
* Disinfection	➔	Disinfection
* Anaerobic Digestion	➔	Biological Solids/Sludge Handling, Processing and Reuse
* Mechanical Sludge Dewatering	➔	Biological Solids/Sludge Handling, Processing and Reuse
Filtration	➔	Solids Separation
* Phosphorus Removal	➔	Nutrient Removal - Total Phosphorus <i>Nitrogen Series</i>
Laboratory	➔	Laboratory
Special K ²	➔	Unique Treatment Process
Electroplating/Metal Finishing	➔	Unique Treatment Process

1. Trickling Filters/RBCs and Activated Sludge will convert to three of the new subclasses.

2. Operators who took the Special K exam for a facility with recirculating media filters will receive the new Recirculating Media Filters subclass in place of the Unique Treatment Process subclass.

January 2015

* Chippewa Falls WWTP Required

Grade levels will be converted as follows on July 1, 2015

Grade T subclasses will convert to **Operator-in-Training (OIT)**. One year of subclass specific experience will still be required to move above Operator-in-Training.

Grade 1 and Grade 2 subclasses will convert to the **Basic Level**, except if one or more other subclasses are at Grade 3 or Grade 4.

Grade 3 and Grade 4 subclasses: If an operator has Grade 3 or Grade 4 in any subclass (except Special K and Electroplating/Metal Finishing), all subclasses Grade 1 and higher will convert to the **Advanced Level**. The operator will receive their "10 points" towards Advanced Certification.

How to prepare for the changes:

All operator certifications will be converted into the new system based on the grade level and subclasses of the certification at the time the new code takes effect (July 1, 2015). If the operator has passed advanced level exams and has enough experience to be at Grade 3 or Grade 4 in at least one subclass, but has not submitted their experience form, they must submit that form before the code goes into effect to ensure transfer to the Advanced level.

If an operator's certification does not convert to the advanced level, they can apply for advanced certification at a later date by obtaining 10 points.

Reminder of how to obtain Grade 3 or 4 with the current system:

- **Grade T** - Pass introductory or advanced general exam and introductory or advanced subclass exam(s).
- **Grade 1** - Pass introductory or advanced general exam and introductory or advanced subclass exam(s), plus have one year of satisfactory subclass specific experience.
- **Grade 2** - Have met the requirements of Grade 1, plus have 2 years of general experience in the operation of a wastewater treatment plant.
- **Grade 3** - Pass advanced general exam and advanced subclass exam(s), plus have one year of satisfactory subclass specific experience and 3 years of general experience in the operation of a wastewater treatment plant.
- **Grade 4** - Have met the requirements of Grade 3, plus have 4 years of general experience in the operation of a wastewater treatment plant.

For more information, visit the DNR website at <http://dnr.wi.gov> and search keywords "Operator Certification".

January 2015

Wastewater Treatment Plant

Step Progression with DNR certifications.

Historical Step Progression		
Trainee	23.30	No certification
Step 1	23.65	DNR Grade 1 or one year as trainee
Step 2	23.96	DNR Grade 2 or completion of five years with Grade 1
Step 3	24.33	DNR Grade 3 or five years in Step 2 with Grade 2
Step 4	24.69	DNR Grade 4

Step Progression with DNR certification changes	
Operator	No Certification
Operator in Training (OIT)	One year of experience
Operator (Basic)	Basic Level certification
Operator (Advanced)	Advanced level certification

Operators shall obtain, or show significant progress toward a Basic Operator Certification; A1, B, C, D, P within five years of hire.

Operator Adjustments due to DNR Certification revisions effective 7/1/15.

One operator advanced from Step 3 to Operator-advanced .
Pay adjustment \$24.33 to \$24.69

One operator advanced from Step 2 to Operator-advanced.
Pay adjustment \$23.96 to \$24.69

**CITY OF CHIPPEWA FALLS
JOB DESCRIPTION
CIVIL ENGINEERING TECHNICIAN
JANUARY 2016**

GENERAL STATEMENT OF DUTIES

Under general supervision of the Director of Public Works/City Engineer or his/her designated representative, to perform office work, field work and inspection work related to Public Works construction and maintenance projects and to perform related or other functions as may be assigned.

ESSENTIAL FUNCTIONS OF THE POSITION INCLUDE BUT ARE NOT LIMITED TO:
Perform specific duties assigned by City Engineer.

Perform typical surveying functions such as operating a Carlson GPS unit, total station, automatic level and other survey equipment, taking topography, levels and construction staking, notes and grades.

Perform drafting of street plans and record draws, revisions and updates of maps, survey calculations, general office work and calculations and estimates pertaining to public works construction projects.

Locate existing City infrastructure as requested through Digger's Hot Line.

Perform inspection on street construction and maintenance projects and keep records of construction.

Provide information from records to the public, contractors, utility representatives and other City departments.

GIS, asset management for City of Chippewa Falls infrastructure.

Related work and other functions that may be assigned.

ESSENTIAL KNOWLEDGE AND ABILITIES

Ability to use surveying and drafting instruments.

Ability to use AUTOCAD/Civil 3D.

Ability to use GIS related software.

Ability to communicate effectively with the public and contractors.

Ability to take and reduce standard field notes.

Ability to perform surveying computations.

Knowledge of Public Works construction materials, methods and practices.

DESIRABLE TRAINING AND EXPERIENCE

Possession of a 2 year Associate Degree as a Civil Engineering Technician or a combination of civil engineering or related education and experience in surveying, construction inspection, civil engineering drafting and GIS software.

Must possess a valid driver's license.

**City of Chippewa Falls
Job Description**

Job Title: Water Service Maintenance
Department: Public Utilities
Reports To: Water Utility Supervisor or Designee
FLSA Status:
Approved Date: 1/5/2016

SUMMARY

Operates and maintains the well fields, distribution system, elevated tanks, etc. of the Water Utility in the City of Chippewa Falls.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Performs service installations, hydrant installations, and water main installations.

Operates backhoe/loader, tractor, dump truck and other related construction equipment and vehicles.

Tests, repairs and services water meters and maintains records of same.

Turns water on and off, sets and removes meters, performs locates for Diggers Hotline, performs leak inspections, and investigates customer complaints.

Performs work with private contractors.

Performs skilled work and preventive maintenance in the operation of the nitrate removal facility, wellfields, iron and manganese removal facilities, elevated tanks, shop and distribution system, including chemical handling and storage, chemical feed equipment, chlorine pumps, and associated valves, cross connection surveys, and work with gps infrastructure software. In addition, will assist in the snow removal and street maintenance programs.

Reads and records registrations of customer's meters.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The following requirements are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

COMPUTER SKILLS

Must have some knowledge in the use of personal computers in an office environment. Knowledge of, and ability to use word processing, spreadsheet and database programs. Ability to work in a network environment. Knowledge and skills with use of SCADA equipment. Should have a basic understanding of Internet/e-mail access and use.

EDUCATION and/or EXPERIENCE

Associate Degree from a two year water works course; and three to five years related experience and/or training; or equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedures manuals. Ability to write routine reports and correspondence. Ability to speak effectively to employees of the organization.

MATHEMATICAL SKILLS

Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, or schedule form.

CERTIFICATES, LICENCES, REGISTRATIONS

Valid Commercial Driver's License (CDL) with endorsements and two (2) years experience to include: 1) Air brakes, and 2) Tanker and combination vehicle (desirable). DNR Grade I - Groundwater and Distribution certification*. Confined entry space education and participation. Cross connection survey certification*. *Must be obtained within one year of employment.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit and talk or hear. The employee is frequently required to stand; walk; use hands to finger, handle, or feel; reach with hands and arms; and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision. Ability to climb water towers.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet or humid conditions, moving mechanical parts, toxic or caustic chemicals, high, precarious places, and outdoor weather conditions, and may work in conditions with very loud noise.

Water Department Personnel Request

Service Maintenance

Wages and Benefits at 2015 wage rate assuming single high deductible insurance.

\$68,822.74

2015 wage rate \$21.99 / hour

CITY OF CHIPPEWA FALLS

STREET DEPARTMENT

JOB TITLE: HEAVY EQUIP. OPERATOR-CLASS 4
DEPARTMENT: STREET
SUPERVISOR'S TITLE: STREET MANAGER/STREET SUPERVISOR

GENERAL DESCRIPTION:

Under limited supervision to perform duties requiring the exercise of some independent judgment, and personal knowledge to complete work in a satisfactory manner.

TYPICAL JOB DUTIES:

Loading and driving trucks and heavy equipment.
Build roads, compact sand and gravel, prepare road surfaces for blacktopping, apply oil seal to road surfaces.
Dig, repair, and maintain open ditches.
Clean up after construction work, clean streets, level alley ways, streets, and skating rinks.
Salt/sand and plow snow.
Maintenance on equipment.
Grade roadways and plow snow.

EQUIPMENT AND TOOLS USED (according to qualifications):

End Loader
Rubber tire and steel roller
Street sweeper
Grader
Track Backhoe
Paver
Chip Spreader
Steamer
Fork Lift
All other heavy equipment listed in Class 4

§

QUALIFICATIONS:

1. Previous experience on heavy equipment related to street construction, snow removal and construction work.
2. Ability to perform daily maintenance on said equipment.
3. Knowledge of working hazards and safe operation of equipment.
4. Commercial Driver's License (CDL) with endorsements to include; air brakes, tanker and combination vehicle. Two years experience.
5. Must be familiar with safe operation and general daily maintenance of heavy trucks (over 26,000 G.W.)
6. Must have high school diploma or equivalent.
7. Must be 18 years of age or older.

CITY OF CHIPPEWA FALLS
JOB DESCRIPTION

Job Title: Recreation Supervisor
Department: Parks, Recreation & Forestry
Reports To: Director of Parks, Recreation & Forestry
FLSA Status: Exempt
Prepared Date: 05-16-11
Salary Grade: 10

SUMMARY

Under the general direction and supervision of the Director of the Department, is responsible for the planning, organization, and supervision of specific assigned recreation programs and facilities.

ESSENTIAL DUTIES AND REPONSIBILITIES include the following: Other Duties may be assigned.

Investigates recreational needs and interests of the total citizenry by specific age groups.

Administers programs within the adopted budget guidelines, following budget approval.

Conducts meetings and in-service training program.

Review staff performance through observation, as well as participant's comments on an on-going basis.

Prepared annual budget, making necessary revenue and expenditures adjustment and submits it to director for authorization.

Determines qualification and number of staff needed for each program, under supervisor's responsibilities.

Maintains current and accurate records pertaining to all recreational programs.

Evaluates program content through observation of program and post/current attendance records as well as participant's and instructor's comments.

Establishes communication within the community, verbal, in writing, and usually as often as necessary to be effective.

Determines specific goals and objectives relating to program content.

Establishes day and time of program based upon facility availability.

SUPERVISORY RESPONSIBILITIES

Directly supervises up to 200 employees, who are seasonal, in the Recreation Department. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance, rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

COMPUTER SKILLS

Must be proficient in the use of personal computers in an office environment. Knowledge of, and ability to use word processing, spreadsheet and database programs. Ability to work in a network environment. Should also have a basic understanding of Internet/e-mail access and use.

EDUCATION and/or EXPERIENCE⁴

Bachelor's degree (B.A.) from four-year college or university in Park and Recreation Administration; and three to five years related experience and/or training; or an equivalent combination of education and experience.

LANGUAGE SKILLS

Ability to read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents. Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community. Ability to write speeches and articles for publication that conform to prescribed style and format. Ability to effectively present information to top management, public groups, and/or boards of directors.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

CERTIFICATES, LICENSES, REGISTRATIONS

Pool operator certification through NRPA
Valid Driver's License

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit and use hands to finger, handle, or feel. The employee is occasionally required to stand; walk; reach with hands and arms; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The employee is occasionally exposed to moving mechanical parts, fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The noise level in the work environment is usually moderate.

**RESOLUTION AUTHORIZING AN ANNUAL ADJUSTMENT FOR 2016 FOR
NON-REPRESENTED AND MANAGEMENT EMPLOYEES**

WHEREAS, Committees #1 and #2 have reviewed and approved an annual adjustment of all base wages for 2016 for all regular permanent full-time and regular permanent part-time employees except represented protective service employees as follows:

January 1, 2016 one percent (1.0 %);

NOW BE IT RESOLVED, that all employees in the above categories except for represented protective service employees shall be granted the annual adjustment as specified above, and

NOW BE IT FURTHER RESOLVED that all steps in the non-represented and managerial matrix as adopted in 1999 shall be amended to reflect this adjustment.

Dated this 5th day of January, 2016.

ADOPTED: _____

Council President

APPROVED: _____
Mayor

ATTEST: _____



Minutes
Department Head Review Committee
December 16, 2015

The Department Head Review Committee met on Wednesday, December 16, 2015 at 9:00 AM at City Hall, Mayor's Office, 30 W. Central Street, Chippewa Falls, Wisconsin.

Members present: Mayor Hoffman, CW King, Rob Kiefer.

Others present: Finance Manager/Treasurer Lynne Bauer and City Clerk Bridget Givens.

Call to Order: 9:01 AM

1. Open Session

2. Closed Session

Motion by King/Kiefer to go into closed session under Sec. 19.85 (1) (c), Wis. Stats. for "Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility" to: A) Conduct annual performance reviews for the following Department Heads - City Clerk Bridget Givens and Finance Manager/Treasurer Lynne Bauer; and to include in the closed session the Mayor, Committee and Council members, Finance Manager/Treasurer Lynne Bauer and City Clerk Bridget Givens; and may return to open session for possible recommendations.

Roll Call Vote: King - Aye; Kiefer - Aye; Hoffman - Aye. Motion carried.

The Committee conducted annual reviews for City Clerk Bridget Givens and Finance Manager/Treasurer Lynne Bauer.

Motion by King/Kiefer to return to open session. **All present voted aye. Motion carried.**

Mayor Hoffman reported there was a unanimous vote in closed session to approve the January 1, 2016 step advancements for Bridget Givens (11D to 11 Mid-Point) and Lynne Bauer (18E to 18F).

3. Adjournment

Motion by Kiefer/King to adjourn at 9:48 AM. **All present voted aye. Motion carried.**

Minutes submitted by,
Mayor Greg Hoffman



SIDEWALK USE PERMIT APPLICATION

Name Of Applicant: Machine Tool Camp	Address Of Applicant: 128 W. River St. Chippewa Falls
Telephone Number: (715)-797-4507	Date And Length Of Time Requested For Use Of Sidewalk: Indefinitely • only during the day • periodic use.
Description Of The Portion Of Sidewalk To Be Used: At the corner of Island St & River St.	
Describe In Detail The Purpose For Which the Sidewalk Will Be Used: Advertising for special events. This is not for daily advertising.	

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

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

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

Signature of Business Owner

Date Signed

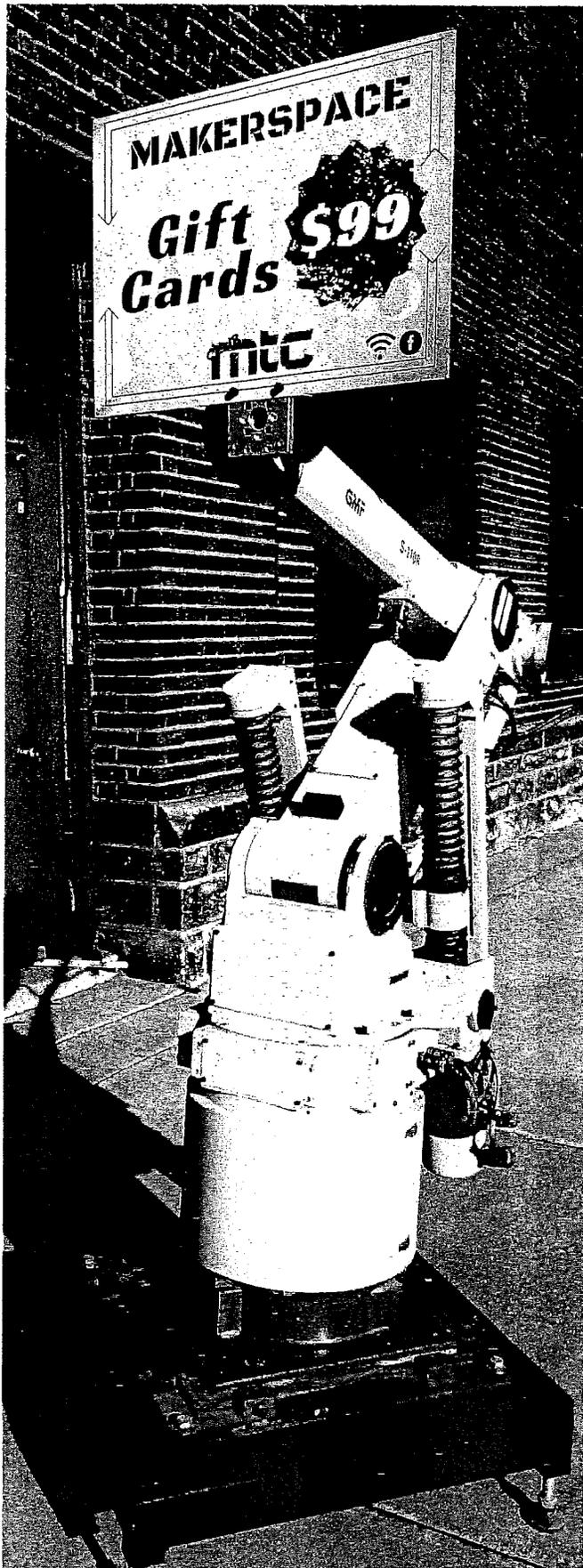
12/28/2015

Date of Council Approval

ReManufactured CNC Routers

MACHINE TOOL CAMP

Scott Kauphusman
srk@machinetoolcamp.com 715-797-4507
128 W. River Street, Chippewa Falls, WI 54729
www.machinetoolcamp.com



Base is 30" x 30"
Height with sign is 88"
Widest point is 67" across the arm.
The arm runs parallel with the road.

We would like to position the robotic arm sign close to the corner of River St. and Island St., southeast of the ramp to avoid blocking the ramp or causing a blind spot at the corner for cars or pedestrians.

Application for Temporary Class "B" / "Class B" Retailer's License

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

FEE \$ 10.00

Application Date: 12/22/15

Town Village City of Chippewa Falls

County of Chippewa

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

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

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

at the premises described below during a special event beginning January 29th and ending January 31st and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →

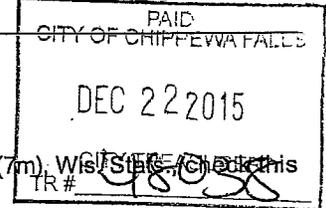
- Bona fide Club Church Lodge/Society
 Chamber of Commerce or similar Civic or Trade Organization
 Veteran's Organization Fair Association

(a) Name United Cerebral Palsy of West Central Wisconsin

(b) Address 206 Water St Eau Claire Wi 54703

(Street)

Town Village City



(c) Date organized 1952

(d) If corporation, give date of incorporation _____

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

(f) Names, addresses and phone numbers of all officers:

President Chris McHenry 715-855-7515 (office)
 Vice President Dennis Jonson 715-214-8252 (cell)
 Secretary Lauri Malnory 715-828-11085 (cell)
 Treasurer Lauri Malnory

(g) Name and address of manager or person in charge of affair: Eugene Amann Campaign Manager 206 Water St Eau Claire WI 54703

715-579-4395 Brian Sandy 715-835-7435

2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored: entire fairgrounds + tents w/ music

(a) Street number Designated Buildings to be announced at Northern WI State Fairgrounds

(b) Lot _____ Block _____

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

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

(e) Will minors be present? yes Reason for minors being present: family event
Security measures: waistbands for those 21+

3. Name of Event

(a) List name of the event Winterfest/SnoBiz

(b) Dates and times of event January 29-31st 2016 4:00pm - 12:40pm Fri, Sat

9:30am - Sun
5:00pm

DECLARATION

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

Officer Dennis Jonson
(Signature/date)

Officer Lauri Malnory
(Signature/date)

Date Filed with Clerk 12-22-15

Date Granted by Council _____

Police Department Approval _____

United Cerebral Palsy of West Central Wisconsin

(Name of Organization)

Officer _____
(Signature/date)

Officer _____
(Signature/date)

Date Reported to Council or Board 1-5-16

License No. _____

Date _____ Wisconsin Department of Revenue



APPLICATION FOR DANCE AND LIVE MUSIC LICENSE

Name of Applicant: United Cerebral Palsy of West Central WI	Address of Applicant: 206 Water St Eau Claire, WI 54703																									
Name of Premises to be Licensed: NIOSF	Address of Premises: 225 Edward St	Date(s) of Event (Class "E" Licenses only): Jan 29-31																								
Class of License Applied for: music for same hours as serving alcohol for winterfest event	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">Class "A" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$125.00</td> </tr> <tr> <td style="padding: 2px;">Class "B" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$80.00</td> </tr> <tr> <td style="padding: 2px;">Class "C" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$25.00</td> </tr> <tr> <td style="padding: 2px;">Class "D" If holder of Class "C"</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00</td> </tr> <tr> <td style="padding: 2px;">Class "E"</td> <td style="text-align: center; padding: 2px;"><input checked="" type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$10.00/day 3 days</td> </tr> <tr> <td style="padding: 2px;">Live Music Annual</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00</td> </tr> <tr> <td style="padding: 2px;">Juke Box</td> <td style="text-align: center; padding: 2px;"><input type="checkbox"/></td> <td style="text-align: right; padding: 2px;">\$30.00 (annual)</td> </tr> </table>		Class "A" Annual	<input type="checkbox"/>	\$125.00	Class "B" Annual	<input type="checkbox"/>	\$80.00	Class "C" Annual	<input type="checkbox"/>	\$30.00	Class "D" Annual	<input type="checkbox"/>	\$25.00	Class "D" If holder of Class "C"	<input type="checkbox"/>	\$10.00	Class "E"	<input checked="" type="checkbox"/>	\$10.00/day 3 days	Live Music Annual	<input type="checkbox"/>	\$30.00	Juke Box	<input type="checkbox"/>	\$30.00 (annual)
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Live Music Annual	<input type="checkbox"/>	\$30.00																								
Juke Box	<input type="checkbox"/>	\$30.00 (annual)																								

EXCERPT FROM MUNICIPAL CODE 12.04 (3) DANCES

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

I have read and understand the above.

Signature of Applicant

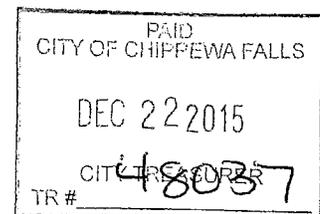
Date

Attest:

Bridget Owens
 City Clerk/Deputy Clerk

Date of Council Approval: _____

License No.: _____



**AN ORDINANCE GRANTING A SPECIAL USE PERMIT
TO WISCONSIN REAL PROPERTY INVESTMENTS LLC AND CHIPPEWA
COMMONS FOR PREMIUM WATERS INC. TO STORE PALLETS OF WATER
AND MATERIALS AT #409 EAST PRAIRIE VIEW ROAD**

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

1. That a Special Use Permit is hereby issued, pursuant to Chapter 17.48 of the Municipal Code of the City of Chippewa Falls, for Wisconsin Real Property Investments LLC and Chippewa Commons to allow Premium Waters Inc. to store pallets of water and materials to be used in the production of a water bottling operation located at #409 East Prairie View Road in a C-2 General Commercial District.

2. That the Special Use Permit hereby granted shall be expressly subject to and conditioned upon the following:

- a) That the building be permitted to store pallets of water and materials to be used in the production of their water bottling operation
- b) That plans and details attached become part of this Special Use Permit.
- c) That no equipment, materials or product related to the bottling operation be stored on the premises outside of the building.
- d) That eight trucks be permitted daily (56 per week) during the January 1st to March 31st load in period and a 24/7 operation be permitted. Occasional exceedances due to changing business conditions shall be permitted.
- e) That eight trucks be permitted daily (56 weekly) between the hours of 8:00AM and 9:00PM during the May 1st to August 31st load out period. Occasional truck traffic between 9:00PM and 8:00AM shall be permitted.
- f) During April and the months September through December, truck traffic is expected to be less than the load out and load in periods listed in conditions d and e and shall be permitted.
- g) That the operation be permitted seven days per week.
- h) That four full time employees be permitted.
- i) That no truck parking is permitted in the front mall parking area and truck parking is permitted in the back of the facility near the existing loading docks.
- j) That the truck route permitted for operation is Business Highway #29 to State Trunk Highway #124 to Woodward Avenue to South Avenue into the access drive at the former Kmart facility.
- k) That this permit shall become null and void by non-compliance with the conditions of this permit or related codes, or by application to the Board of Appeals for any code variance at these premises.
- l) That all changes or modifications to this permit shall be by the Common Council only after review and recommendation by the Plan Commission and after public notice and hearing as required for a Special Use Permit.

m) That except as specifically provided herein, all regulations of City Codes shall apply.

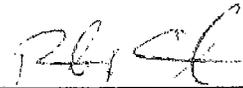
3. That this ordinance shall take affect from and after its passage and publication.

Dated this 5th day of January, 2016.

FIRST READING: December 15, 2015

SECOND READING: January 5, 2016

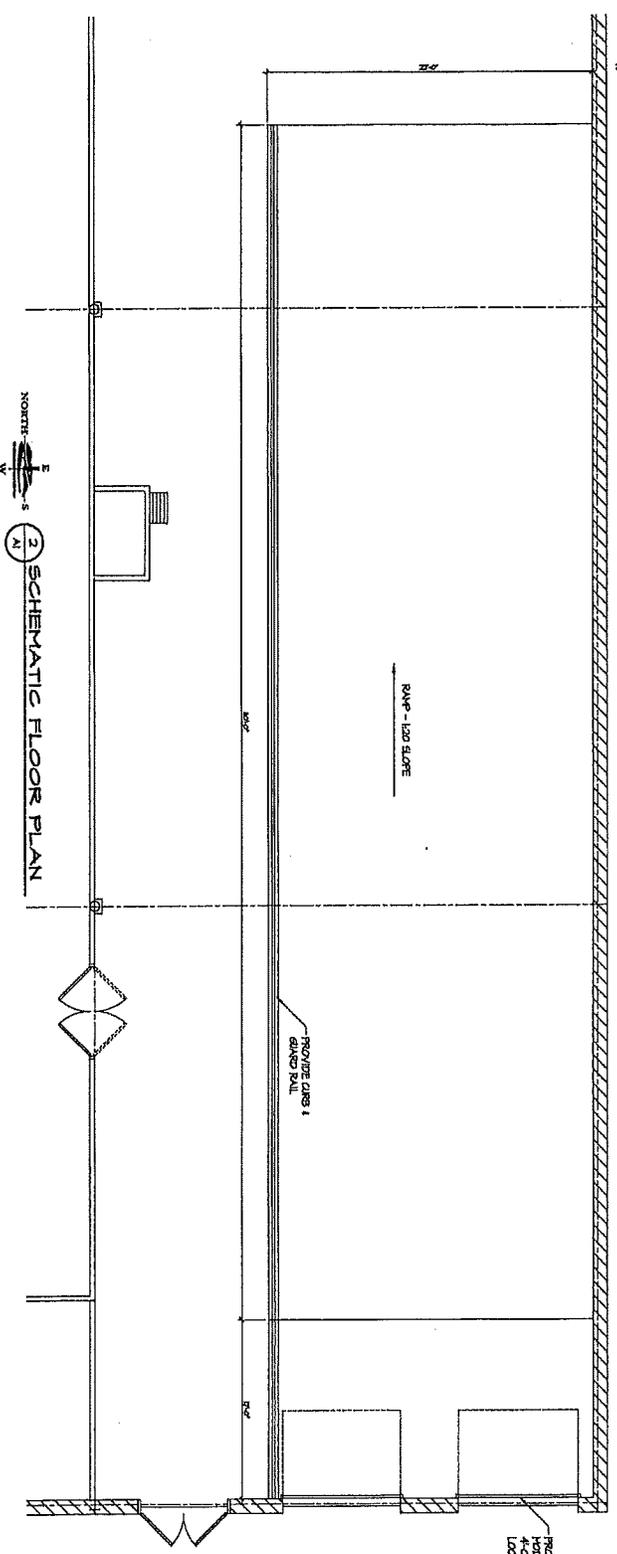
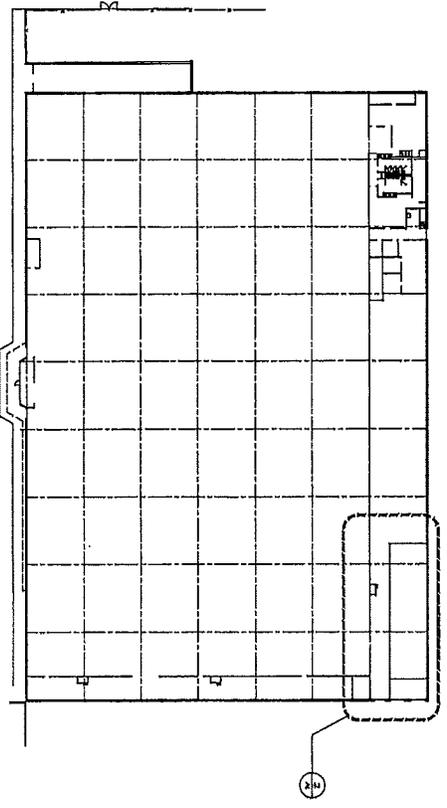
APPROVED: _____
Mayor



Council President

ATTEST: _____
City Clerk

PUBLISHED: _____



PROVIDE NECESSARY STRUCTURAL
MODIFICATIONS TO RAISE DOOR SILL TO
4'-0" ABOVE GRADE - ACTUAL DOOR
LOCATION TO BE DETERMINED ON SITE

100 DASH STREET, SUITE 200
ROCK WATERS, MISSOURI 64087
PHONE: 816.432.2222
FAX: 816.432.2222
WWW.BOWEN.COM

THIS PLAN HAS NOT BEEN APPROVED OR
RECALCULATED AND SHOULD BE REVIEWED FOR
CONFORMANCE WITH THE LATEST REVISIONS
OF THE MISSOURI ARCHITECTURAL
CODES.

CHIPPEWA COMMONS - STORAGE

PREPARED FOR THE CLIENT BY THE ARCHITECT
BASED ON THE AVAILABLE RECORDS AND FIELD SURVEY OF THE EXISTING CONDITIONS. THIS
PLAN IS SUBJECT TO THE FIELD SURVEY AND THE FIELD CONDITIONS AS SHOWN ON
THIS PLAN. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE FIELD SURVEY.

DATE:
10/30/2015

SHEET
A1

ORDINANCE NO. 2016-01

AN ORDINANCE AMENDING THE RESTRICTED
PARKING DURING SCHOOL HOURS CODE
SECTION TO INCREASE THE NO PARKING AREA
ON MILES STREET, SECTION 7.09(2)(C) OF
THE CHIPPEWA FALLS MUNICIPAL CODE

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

1. That § 7.09(2)(c) of the Chippewa Falls Municipal Code which presently provides as
follows:

7.09 PARKING RESTRICTIONS.

• • •

(2) LIMITED PARKING.

• • •

(c) Restricted Parking During School Hours.

No operator of a vehicle shall park such vehicle in any of
the following places in the City between 7:30 a.m. and 4:30
p.m. on days when school is in session:

• • •

Miles Street, south side, from a point 65 feet east of the
painted and designed crosswalk located in front of 1223
Miles Street, to a point 53 feet west of said crosswalk.

• • •

be amended to provide as follows:

7.09 PARKING RESTRICTIONS.

• • •

(2) LIMITED PARKING.

• • •

(c) Restricted Parking During School Hours.

No operator of a vehicle shall park such vehicle in any of the following places in the City between 7:30 a.m. and 4:30 p.m. on days when school is in session:

• • •

Miles Street, south side, from a point 65 feet east of the painted and designed crosswalk located in front of 1223 Miles Street, to a point 130 feet west of said crosswalk.

Dated this 19th day of January, 2016.

Rob Kiefer, Council President

FIRST READING: January 5, 2016

SECOND READING: January 19, 2016

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

**AN ORDINANCE AMENDING THE ZONING CODE
OF THE CITY OF CHIPPEWA FALLS**

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

- 1. That the following described real estate situated in the City of Chippewa Falls, Chippewa County, Wisconsin, be rezoned:

Part of Parcel #'s 22808-0932-00020000 and 22808-0841-00020000
Lot #1
City of Chippewa Falls
Located on the south side of Chippewa Crossing Boulevard

C-2 General Commercial District to P-1 Public and Institutional District

- 2. That the Zoning District Map of the City of Chippewa Falls be and the same is hereby amended in accordance with the foregoing.
- 3. That this Ordinance shall take effect from and after its passage and publication.

Dated this 19th day of January, 2016.

FIRST READING: January 5, 2016

SECOND READING: January 19 2016

PUBLIC HEARING: January 19, 2016

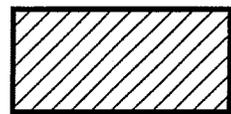
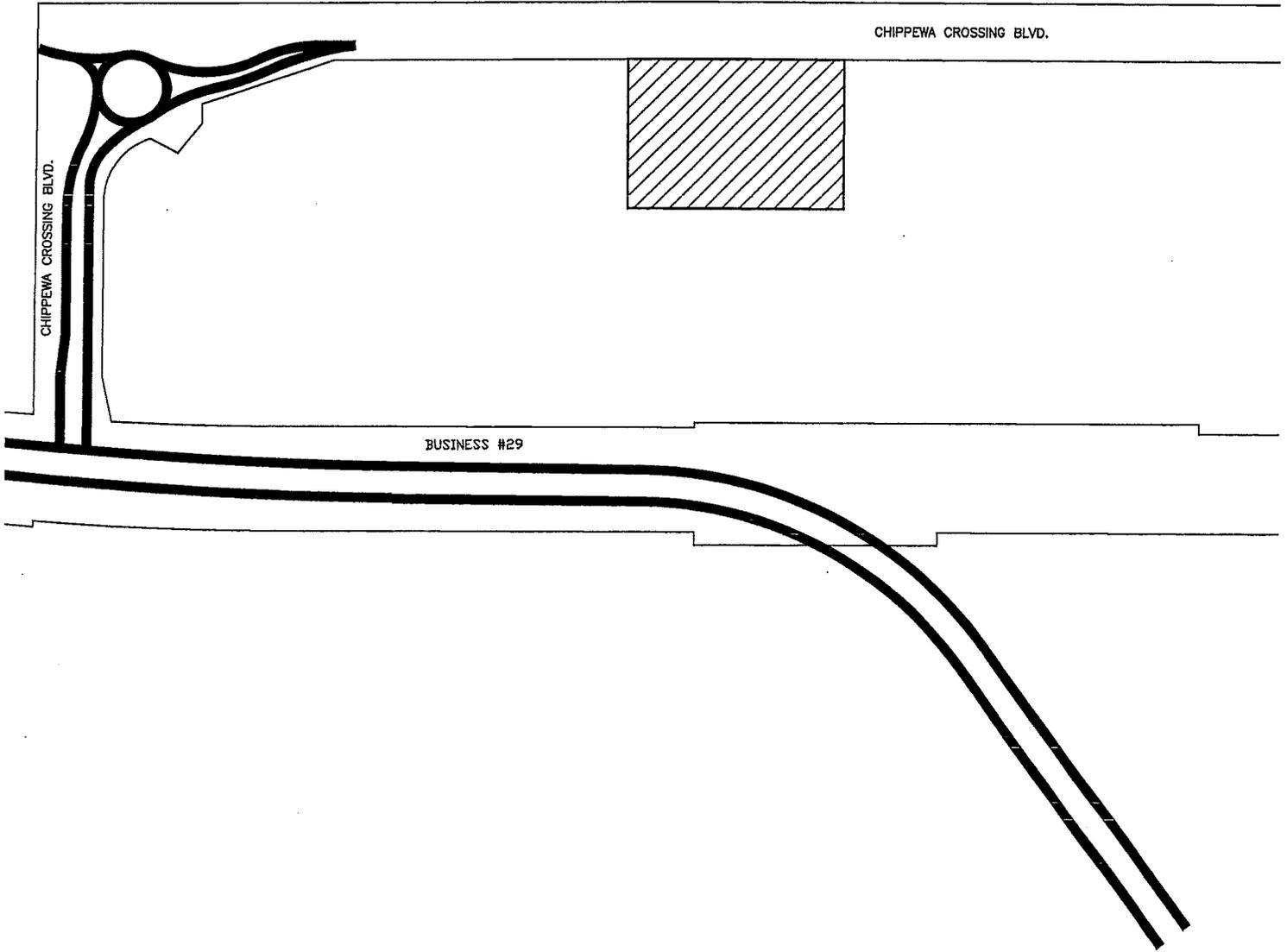
APPROVED: _____
Mayor

ATTEST: _____
Bridget Givens, City Clerk

PUBLISHED: _____

Council President

CHIPPEWA CROSSING BLVD./FIRE STATION
REZONING
LOCATION MAP



AREA TO BE REZONED

RESOLUTION

WHEREAS, the sale of the real estate located at 100 North Bridge Street, 11-13 West Spring Street, and 15 West Spring Street, in the City of Chippewa Falls and more particularly described in the deed attached hereto has previously been authorized and approved by the Chippewa Falls Common Council;

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

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

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

1. The attached Warranty Deed to convey title Hotel International, LLC, is hereby ratified and approved and the signatures of Mayor Gregory S. Hoffman and City Clerk Bridget Givens on the original are hereby ratified and approved and the closing of the sales transaction on December 14, 2015 and the filing of an electronic transfer return are also ratified and approved.

Dated this 5th day of January, 2016.

Council Vote: Ayes: _____

Nays: _____

COUNCIL PRESIDENT: _____
Rob Kiefer

APPROVED: _____
Gregory S. Hoffman, Mayor

ATTEST: _____
Bridget Givens, City Clerk

LEGAL DESCRIPTION

PARCEL A:

Lot 9, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

EXCEPT: Part of Lots 8 and 9, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin, described as follows: Beginning on the Northwestern line of Spring Street at a point Northeasterly on said street 23½ feet from the Southerly corner of Lot 8, Block 21; thence Northeasterly on the Northwestern line of said street 54½ feet; thence Northwesterly at right angles to said street 124 feet to public alley; thence Southwesterly along the Southeasterly line of said alley 54½ feet; thence at right angles Southeasterly 124 feet to the place of beginning.

PARCEL B:

Lot 12, Block 21, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

PARCEL C:

The Southwesterly 24 feet of Lot 10, Block 14, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin.

PARCEL D:

The Northeasterly 36.25 feet of Lot 7, Block 14, Chippewa Falls., City of Chippewa Falls, Chippewa County, Wisconsin, described as follows:

Beginning on Spring Street on the corner of Lots 7 and 10 in said Block; thence 124 feet on the line between said lots to the alley in the rear; thence along the alley at right angles 36.25 feet; thence at right angles through said Lot 7 to Spring Street; thence along the Southerly line of Spring Street 36.25 feet to the place of beginning.

PARCEL IDENTIFICATION NUMBERS (PIN):

PARCELS A AND B:

Computer No.: 09-211-142

Parcel No.: 22808-0641-60012109

PARCEL C:

Computer No.: 09-211-54

Parcel No.: 22808-0641-60011410

PARCEL D:

Computer No.: 09-211-51

Parcel No.: 22808-0641-60011407B

State Bar of Wisconsin Form 1-2003
WARRANTY DEED

Document Number

Document Name

THIS DEED, made between City of Chippewa Falls,

("Grantor," whether one or more), and Hotels International, LLC,
a Wisconsin Limited Liability Company

("Grantee," whether one or more).

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

Recording Area

Name and Return Address

Attorney Robert A. Ferg
411 North Bridge Street, Suite 201
Chippewa Falls, WI 54729

See Attached

Parcel Identification Number (PIN)

This **IS NOT** homestead property.
(is) (is not)

Grantor warrants that the title to the Property is good, indefeasible, in fee simple and free and clear of encumbrances except: Recorded building and use restrictions, municipal zoning ordinances, easements of record, and tax levies.

Dated December 14, 2015

Gregory S. Hoffman (SEAL) _____ (SEAL)
* Gregory S. Hoffman, Mayor *
Bridget Givens (SEAL) _____ (SEAL)
* Bridget Givens, City Clerk *

AUTHENTICATION

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

authenticated on December 14, 2015

Robert A. Ferg
* Robert A. Ferg

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Attorney Robert A. Ferg
Chippewa Falls, Wisconsin

ACKNOWLEDGMENT

STATE OF _____)
) ss.
_____ COUNTY)

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

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

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

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

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

WARRANTY DEED

©2003 STATE BAR OF WISCONSIN

FORM NO. 1-2003

*Type name below signatures.

INFO-PRO™ Legal Forms • (800)655-2021 • info@proforms.com

**RESOLUTION AUTHORIZING AN ANNUAL ADJUSTMENT FOR 2016 FOR
NON-REPRESENTED AND MANAGEMENT EMPLOYEES**

WHEREAS, Committees #1 and #2 have reviewed and approved an annual adjustment of all base wages for 2016 for all regular permanent full-time and regular permanent part-time employees except represented protective service employees as follows:

January 1, 2016 one percent (1.0 %);

NOW BE IT RESOLVED, that all employees in the above categories except for represented protective service employees shall be granted the annual adjustment as specified above, and

NOW BE IT FURTHER RESOLVED that all steps in the non-represented and managerial matrix as adopted in 1999 shall be amended to reflect this adjustment.

Dated this 5th day of January, 2016.

ADOPTED: _____

Council President

APPROVED: _____

Mayor

ATTEST: _____

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Chippewa Falls ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective October 23, 2013, this Supplemental Letter Agreement dated December 1, 2015 authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: Provide additional consulting services for the Chippewa Falls Downtown Riverfront Project more specifically described in the attached Scope.

Client's Authorized Representative: Richard Rubenzer, PE, DPW, City Engineer, Utilities Manager

Address: 30 W. Central Street

Chippewa Falls, WI 54729

Telephone: 715.726.2729

email: r rubenzer@chippewafalls-wi.gov

Project Manager: Timothy M. Marko, PE

Address: 10 North Bridge Street

Chippewa Falls, WI 54729

Telephone: 715.720.6240

email: tmarko@sehinc.com

Scope: The Additional Services to be provided by Consultant:

Additional Services required to investigate contaminated soils and to perform ground water monitoring in the Riverfront Park area. Services more specifically described below:

1. Finding and reviewing the historical reports for the multiple contaminated sites.
2. Summarizing the found environmental data.
3. Overlaying the proposed improvement plans on the collected soil and ground water data.
4. Locating and assessing the existing monitoring wells to see if they could be sampled/monitored.
5. Meeting with Gina Keenan, WDNR to discuss the proposed development and review the data SEH collected and summarized.
6. Collecting one round of ground water samples from 5 monitoring wells and analyzing water samples for the same historical perimeters (wells that were associated with the Chieftain Bulk Oil Site, wells which were designed and sampled by others). Analysis portion of cost is estimated at \$1,400.
7. Abandonment of an existing monitoring well. Estimated cost to perform well abandonment is \$800.
8. Summarize the data and write up a final report with findings.
9. Meet with City Staff to review our findings.
10. Submit final report to WDNR, Gina Keenan.

Estimated Cost (Labor and Expenses) \$14,000 to \$16,000

Other potential Services (costs to be determined)

1. The Chieftain Bulk Oil Site may need additional monitoring required by the WDNR prior to closing and may also require a closure package to be submitted to WDNR.
2. In addition to ground water sampling results, the WDNR will require a Soil Management Plan for the proposed site improvements (may be part of the closure plan for the Chieftain Bulk Oil Site and overall management of the proposed cut and fill program for the site improvements)

Schedule: Upon receiving authorization, SEH will collect ground water samples from the five (5) accessible monitoring wells and submit the samples for analysis. The analytical results of the samples are expected to be delivered to SEH within two (2) weeks from the sample(s) submittal. SEH will review the analytical data and schedule a meeting with City Staff December 2015 or early January 2016. After review is completed with City Staff, SEH will schedule a meeting with WDNR (Gina Keenan) and City Staff to obtain "go forward" direction.

Payment: The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$17,000, without approved contract amendments. The payment method, basis, frequency and other special conditions are set forth in attached Exhibit A-1.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

r:\admin\agreements\2015\cfc\l\additional services contaminated soils and ground water monitoring_12.2.15.docx

CITY OF CHIPPEWA FALLS

By: _____ Date: _____
Mayor – Honorable Gregory Hoffman

Attest: _____ Date: _____
City Clerk – Bridget Givens

Approved as to Form:

By: _____ Date: _____
City Attorney

I, Lynne R. Bauer, hereby certify that sufficient funds are in the Treasury of the City of Chippewa Falls, to meet the expense of this Contract, or that provisions have been made to pay the liability that will accrue thereunder.

Lynne R. Bauer, Finance Director

SHORT ELLIOTT HENDRICKSON INC.

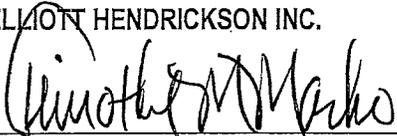
By:  _____ Date: 12.01.2015
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated December 1, 2015

Payments to Consultant for Services and Expenses
Using the Hourly Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Hourly Basis Option

The Client and Consultant select the hourly basis for payment for services provided by Consultant. Consultant shall be compensated monthly. Monthly charges for services shall be based on Consultant's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be the Actual Billing Rates of Personnel Method as indicated in the Agreement.

1. **Actual Billable Rates of Personnel Method** - Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit.

Consultant will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, Consultant will notify the Client and confer with representatives of the Client to determine the basis for completing the work.

B. Expenses

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement but instead are reimbursable expenses required in addition to hourly charges for services:

1. Transportation and travel expenses.
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets.
3. Lodging and meal expense connected with the Project.
4. Fees paid, in the name of the Client, for securing approval of authorities having jurisdiction over the Project.
5. Plots, Reports, plan and specification reproduction expenses.
6. Postage, handling and delivery.
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
8. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Client.
9. All taxes levied on professional services and on reimbursable expenses.
10. Other special expenses required in connection with the Project.
11. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Client shall pay Consultant monthly for expenses.

C. Equipment Utilization

The utilization of specialized equipment, including automation equipment, is recognized as benefiting the Client. The Client, therefore, agrees to pay the cost for the use of such specialized equipment on the project. Consultant invoices to the Client will contain detailed information regarding the use of specialized equipment on the project and charges will be based on the standard rates for the equipment published by Consultant.

The Client shall pay Consultant monthly for equipment utilization

**Agreement Between the
City of Chippewa Falls
and the
West Central Wisconsin Regional Planning Commission**

I. Introduction

This agreement is entered into by and between the West Central Wisconsin Regional Planning Commission (hereinafter referred to as the Commission) and the City of Chippewa Falls, Wisconsin (hereinafter referred to as the City).

Witnesseth That:

WHEREAS, the Commission is a regional planning agency duly constituted pursuant to the provisions of Section 66.0309, Wisconsin Statutes, that is authorized to enter into contracts to provide technical planning assistance to local governments and/or private entities; and

WHEREAS, the City has demonstrated an interest in analyzing community development needs and in devising practical strategies to address those needs; and

WHEREAS, one means of dealing with community development needs is through the Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP), and the City, in coordination with the Chippewa Falls School District, has decided to proceed with the submittal of a TAP application; and

WHEREAS, the City has agreed to complete the application preparation process; and

WHEREAS, the City has determined that, in order to prepare a TAP application in an efficient, economical, and effective manner, it is necessary to procure the services of professional planners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements as hereinafter set forth, the parties to this agreement do hereby agree to the following:

II. Scope of Services to be Performed by the Commission

The Commission, in cooperation with the City of Chippewa Falls and its representatives, will prepare a TAP application to be submitted to the Wisconsin Department of Transportation (WisDOT). In the course of preparing said TAP application, the Commission will perform the following services and will have the following responsibilities:

- A. **Data Collection and Research:** Commission staff will assemble and analyze statistical data as well as historical/background information to be used in preparing a completed application. The data and information will result in a narrative necessary to present the need and justification for the project. Commission staff will also work with City representatives to secure other pieces of information necessary for application submission (such as maps, budget information, detailed project specifications, etc.).
- B. **Communication:** Commission staff will communicate with City representatives on a regular basis as part of the application preparation process. This communication could include telephone calls, email correspondence, and/or face to face meetings.
- C. **Writing of Application:** Commission staff will prepare a TAP application in accordance with the format and requirements prescribed by WisDOT.
- D. **Presentation of Final Application:** Commission staff will communicate with the City of Chippewa Falls for review and approval of the final application prior to submittal. Commission staff will also advise the City of Chippewa Falls as to resolutions, agreements, and other pieces of documentation necessary for the formal endorsement and approval of the application.
- E. **Typing and Photocopying of Application:** Commission staff will complete the final application using forms prescribed and provided by WisDOT. Commission staff will also prepare necessary graphics and maps for inclusion in the final application. The Commission will submit a completed and signed original application (including all required application attachments) to WisDOT. The City of Chippewa Falls will also be provided a copy of the application.

- F. **Claims and Guarantees:** The Commission and its staff will perform the above-described services in an attempt to develop a fundable TAP application for the City of Chippewa Falls. However, the Commission and its staff make no claims or guarantees as to the success of the final application during its review by WisDOT.

III. Scope of Services to be Performed by the City

The City agrees to perform the following services and to assume the following responsibilities with respect to the preparation of the TAP application:

- A. **Cooperation of City Representatives:** City representatives will cooperate with WCWRPC staff to the extent feasible and will provide necessary background information and support documentation for inclusion in the application.
- C. **Application Review:** City representatives will review the final application for approval prior to the submission to the Wisconsin Department of Transportation.
- D. **Responsibility for Contents of Application:** The City assumes responsibility for the contents of the application as reviewed and approved by City representatives. This responsibility includes, but is not limited to, the validity and accuracy of statistical information, descriptions of existing conditions and needs, anticipated results of the project implementation, and legality of commitments and agreements included in the final project.

IV. Time Schedule

- A. The aforementioned services and items of work shall be performed during the period beginning December 1, 2015 and ending January 29, 2016, unless such period is amended by mutual agreement between the parties to this agreement.
- B. The Commission and the City shall reserve the right to cancel this agreement upon thirty (30) days notice to either party if either party determines that the other party has not performed properly in any substantial respect or if either party determines that the other party has failed, neglected or refused to carry out the terms of this agreement.

V. Financial Payments

- A. It is expressly agreed by and between the parties to this agreement that the aforementioned services will be provided at a cost of \$4,500.00 in response to a billing provided by the Commission upon application completion.
- B. The services to be completed by the Commission under this agreement shall be performed in a reasonable and professional manner, acceptable to the City and its representatives.
- C. In the event that the City decides to discontinue work on the contract before its completion, due to no fault on the part of the Commission, the Commission will charge the City only for work completed.

VI. Title VI Non-Discrimination

During the performance of this contract, the contractor assures that no person shall on the grounds of race, color, religion, national origin, sex, disability, or veteran status as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (P.L. 100.259), and the U.S. Department of Transportation implementing regulations be excluded from participation, be denied the benefits of, or be otherwise subjected to discrimination in the execution of this contract. The Commission's services will also be performed in accordance with the *West Central Wisconsin Regional Planning Commission Title VI Plan—Language Assistance Plan and Public Participation Plan* adopted September 11, 2014.

VII. Miscellaneous Provisions

- A. It is hereby understood and agreed upon by both parties thereto that this agreement is as and for the provision of certain, defined services, as set forth in Section II. In this respect and in its capacity under this agreement, the Commission and its employees, agents and officers are performing on an independent contractor basis

and in no event shall the Commission, its agents, employees or officers be considered to constitute agents, employees, or officers of the City.

- B. The Commission shall not assign, transfer or subcontract this agreement without the approval of the City.
- C. This agreement may be modified or amended in writing by mutual agreement of the Commission and the City.
- D. The Commission shall furnish full workman's compensation coverage for all Commission employees.
- E. In the event that any problems or disputes arise as to the nature of the obligations enumerated within this agreement or as to the quantity and quality of performance, the parties shall first attempt to resolve the said dispute by arranging for a conference to be held for that purpose. In the event that resolution is not effectuated in such manner, the parties hereby agree to submit the problem or dispute to binding arbitration before an arbitrator to be mutually agreed upon by the parties hereto.
- F. The City and the Commission certify that no payment of money or any form of consideration has been offered to or given to a City employee for the purpose of procuring this agreement.
- G. All communications to the Commission concerning the terms and/or performance under this agreement shall be made to Lynn Nelson, Executive Director and all communication pertaining hereto to the City shall be made to Gregory S. Hoffman, Mayor.
- H. Each person signing this agreement personally warrants and represents that he or she is duly authorized and empowered to enter into this agreement.

IN WITNESS WHEREOF, the City of Chippewa Falls and the West Central Wisconsin Regional Planning Commission execute this agreement.

City of Chippewa Falls

**West Central Wisconsin Regional
Planning Commission**

Gregory S. Hoffman, Mayor

Jess Miller, Chair

Bridget Givens, City Clerk

Richard Creaser, Secretary/Treasurer

Date

Date