

AGENDA FOR REGULAR MEETING OF COMMON COUNCIL

To be held on Tuesday, March 1, 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 February 16, 2016.

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

4. **PUBLIC HEARINGS** - None

5. **COMMUNICATIONS** - None

6. **REPORTS**

(a) Consider Board of Public Works minutes of February 22, 2016.

(b) Consider Business Improvement District (BID) Board minutes of February 26, 2016. *(minutes to be distributed prior to meeting)*

7. **COUNCIL COMMITTEE REPORTS** in the order in which they are named in Section 2.21 of the Municipal Code

(a) Consider Committee #1 Revenues, Disbursements, Water and Wastewater minutes of February 29, 2016. *(minutes to be distributed prior to meeting)*

(b) Consider Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of March 1, 2016. *(minutes to be distributed prior to meeting)*

(c) Consider Committee #2 Labor Negotiations, Personnel, Policy and Administration minutes of March 1, 2016. *(minutes to be distributed prior to meeting)*

8. **APPLICATIONS**

(a) Consider Operator (Bartender) Licenses as approved by the Police Department. *(Complete list provided prior to Council meeting)*.

(b) Consider Street Use Permit Application from Chippewa Falls Main Street for the Downtown Earth Day Cleanup on April 23, 2016 in Harmony Courtyard, business district, and riverfront area.

(c) Consider Street Use Permit Application from the Lake Wissota Garden Club for the Lake Wissota Garden Club Plant Sale on June 4, 2016 from 6:30 am – noon in the Market Lot.

(d) Consider Street Use Permit Application from Mike Krager of the Chippewa Valley Bible Church for the Cross Walk on March 25, 2016 from 3:00 pm – 5:30 pm utilizing sidewalks from the B. Willi Pool to Chippewa Valley Bible Church, 531 E South Avenue.

(e) Consider Street Use Permit Application from Chippewa Falls Main Street for the Farmer's Market to be held every Thursday beginning June 16, 2016 – October 21, 2016 from 10:30 am – 6:30 pm in the Market Lot.

(f) Consider Application for Temporary Class "B"/"Class B" Beer and Wine Retailer's License from the McDonell Booster Club for the McDonell Alumni Tournament to be held on April 1 – 2, 2016 at McDonell Central Catholic High School, 1316 Bel Air Blvd.

9. **PETITIONS** - None

10. **MAYOR ANNOUNCES APPOINTMENTS**

(a) Consider the appointment of Wanda Levesseur as an Election Inspector for the 2016-2017 Election Cycle. Action on this appointment to take place on March 15, 2016.

11. **MAYOR'S REPORT** - None

12. **REPORT OF OFFICERS** - None

13. **ORDINANCES** - None

14. RESOLUTIONS - None

15. OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW

- (a) Discuss and consider Supplemental Letter Agreement between the City of Chippewa Falls and SEH to provide additional consulting services for the Chippewa Falls Downtown Riverfront Project.
- (b) Discuss and consider proposal for professional services from Ayres Associates, Inc. for conducting an inspection of Glen Loch Dam.
- (c) Discuss and consider Amendment to Agreement between the City of Chippewa Falls and Ayres Associates, Inc. for the annual groundwater sampling, analysis and inspection at the Nelson Road Landfill.
- (d) Discuss and consider Use Agreement with Happy Tails Dog Park for City Parcel #'s 4416 and 4046. *(agreement to be distributed prior to meeting)*

16. CLAIMS

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

17. CLOSED SESSION

- (a) Closed Session under WI Statutes 19.85(1)(e) for "deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a Closed Session" to discuss and consider a Developer's Agreement between the City of Chippewa Falls, Chippewa County, and Cray, Inc.

May return to Open Session.

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 February 26, 2016 at 2:55 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, February 16, 2016 in the City Hall Council Chambers. Mayor Greg Hoffman called the meeting to order at 6:30 pm. The Pledge of Allegiance was recited.

CLERK CALLS THE ROLL

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

Also Present: City Attorney Robert Ferg, Finance Manager/Treasurer Lynne Bauer, City Planner/Transit Manager Jayson Smith, Assistant City Engineer Rob Krejci, Police Chief Wendy Stelter, City Clerk Bridget Givens, Fire Chief Mike Hepfler, Robbie Krzyzanowski and Steve Gausman of Five Bugles, and those on the attached sign-in sheet.

APPROVAL OF MINUTES OF PREVIOUS MEETING

(a) **Motion by Ford/Monarski** to approve the minutes of the February 2, 2016 Council Meeting. **All present voting aye, motion carried.**

PERSONAL APPEARANCES BY CITIZENS

(a) Robbie Krzyzanowski and Steve Gausman of Five Bugles appeared to present a project update on the new fire station. The overall site plan and floor plan were reviewed. Concern was expressed relative to extending 3-phase power and natural gas to the site. City Planner Smith and Assistant City Engineer Krejci will continue to work with Xcel on this issue and will report back to the Council on progress.

PUBLIC HEARINGS - None

COMMUNICATIONS - None

REPORTS

(a) The Board of Public Works Meeting of February 8, 2016 was cancelled due to a lack of agenda items.
(b) The Plan Commission Meeting of February 8, 2016 was cancelled due to a lack of agenda items.

COUNCIL COMMITTEE REPORTS

(a) The Joint Committee #1 Revenues, Disbursements, Water and Wastewater and Committee #2 Labor Negotiations, Personnel, Policy and Administration meeting of February 16, 2016 was cancelled.
(b) The Park Board minutes of February 9, 2016 were presented.
(c) The Library Board minutes of January 13, 2016 were presented.

APPLICATIONS

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

PETITIONS - None

MAYOR ANNOUNCES APPOINTMENTS - None

MAYOR'S REPORT - None

REPORT OF OFFICERS - None

ORDINANCES

(a) **Motion by Olson/Kiefer** to approve **Ordinance #2016-03 Entitled:** An Ordinance Amending § 9.02 of the Chippewa Falls Municipal Code in Order to Comply with Recent Legislative Amendments to Chapter 29 of the Wisconsin Statutes Regarding Bow Hunting within Municipalities. **Roll Call Vote: Aye – Olson, Kiefer, King, Hull, Ford; No – Nadreau, Monarski. Motion carried.**

RESOLUTIONS - None

OTHER NEW OR UNFINISHED BUSINESS AS AUTHORIZED BY LAW - None

CLAIMS

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

City General Claims:	\$5,113,307.62
Authorized/Handwritten Claims:	\$850.08
Department of Public Utilities:	<u>\$40,219.44</u>
Total of Claims Presented	<u>\$5,154,377.14</u>

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

CLOSED SESSION - None

ADJOURNMENT

Motion by Olson/King to adjourn at 7:08 pm. **All present voting aye, motion carried.**

Submitted by:
Bridget Givens, City Clerk

CITY COUNCIL ATTENDANCE SHEET - February 16, 2016

NAME	ADDRESS
RF Ryan	304 Perry Cr

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, FEBRUARY 22, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, February 22, 2016 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. Mark Bassett, Larry Larson and Sue Thomas, representing the Happy Tails Dog Park Board of Directors were also present at the meeting.

1. **Motion** by Rubenzer, seconded by Hoffman to approve the minutes of the January 25, 2016 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. **Motion** by Hoffman, seconded by Rubenzer to move up agenda item #4. **All present voting aye. MOTION CARRIED.**

3. The Board of Public Works considered the attached user agreement with Happy Tails Dog Park, (HTDP). Mark Bassett of HTDP met with Director of Public Works Rubenzer in December of 2015 and then drafted the attached agreement with assistance from the HTDP Board. The HTDP is currently utilizing approximately one acre of City owned land for a small dog area, parking lot and entrance area and approximately 36 acres for the large dog area, (storm pond). The Board reviewed the entire document and suggested changes as marked on the attached document. Director Rubenzer suggested the entire document be reviewed by City Attorney Ferg but especially items 15-21 of the City responsibilities on page 2 of 6 be word-smithed by Attorney Ferg. Mayor Hoffman suggested adding an item that the agreement be reviewed for possible renewal every five years, (item #22).
Motion by Hoffman, seconded by Rubenzer that the attached draft of a user agreement with Happy Tails Dog Park Board be forwarded to City Attorney Ferg for review and opinion and then to the March 1st or March 15, 2016 Common council for consideration. **All present voting aye. MOTION CARRIED.**

4. The Board of Public Works considered options for public alley repair, maintenance and replacement as detailed on the attachment memo. Director of Public Works Rubenzer suggested that public input be solicited before considering turning maintenance and snow removal responsibilities over to adjacent property owners. After discussing the alternatives;
Motion by Olson, seconded by Hoffman to direct the Engineering Department to rate the surface conditions for the approximately 17 miles of City of Chippewa Falls public alleys. **All present voting aye. MOTION CARRIED.**

5. The Board of Public Works considered the attached agreement with S.E.H. for parking lot design in the new Downtown Entrance Park. Parking was originally intended to be on street and in the new lots on the Northwest and Northeast corners of the Bridge Street/River Street intersection. As the design was progressing, a need for public parking

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

in the vicinity of Bay, Island and River Street was demonstrated. Eight options were considered. The option chosen was #2 at an estimated price cost of \$171,160. Funding for this design and parking lot will be included in the Phase I construction.

Motion by Olson, seconded by Hoffman to recommend the Common Council approve the attached agreement with S.E.H. for parking lot design at the Downtown Entrance Park in an amount not to exceed \$18,000 and to authorize Mayor Hoffman to execute the said agreement. **All present voting aye. MOTION CARRIED.**

6. The Board considered the attached bid proposal summary for the 2016 Glen Loch Dam Inspection. Director of Public Works Rubenzer noted that only two proposals had been received but that Ayres had performed the 2012 and 2014 inspections and had done a fine job. Mr. Olson asked about when extra budgeted money would be spent. Director of Public Works Rubenzer responded that a draw down valve repair was necessary and that is what the funding would be earmarked for.

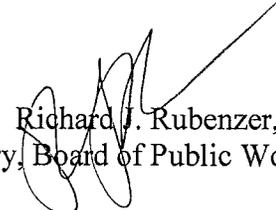
Motion by Olson, seconded by Rubenzer to recommend the Common Council accept the low bid proposal of Ayres Associated Inc. for the 2016 Glen Loch Dam Inspection and award the project to Ayres for an amount of \$1,200. In addition to authorize Mayor Hoffman to execute the document. **All present voting aye. MOTION CARRIED.**

7. Director of Public Works Rubenzer presented the attached agreement with Ayres Associates Inc. for annual groundwater sampling, analysis and inspection at the Nelson Road landfill. He noted the sampling, analyzing and reporting was done twice per year, usually in March/April and October/November and included eleven wells onsite at the landfill and also for four private residential wells located in close proximity to the landfill.

Motion by Rubenzer, seconded by Hoffman to recommend the Common Council accept the low bid proposal of Ayres Associate Inc. for the annual groundwater sampling, analysis and inspection at the Nelson Road landfill. In addition to authorize Mayor Hoffman to execute the document. **All present voting aye. MOTION CARRIED.**

8. The bid letting for the Downtown Entrance Park Phase I project was delayed for two weeks so no bids were presented. **No action taken.**

9. **Motion** by Olson, seconded by Rubenzer to adjourn. **All present voting aye. MOTION CARRIED.** The Board of Public Works meeting adjourned at 6:40 P.M.


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

NOTICE OF PUBLIC MEETING

CITY OF CHIPPEWA FALLS, WISCONSIN

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

Board of Public Works: XXX

Reasonable accommodations for participation by individuals with disabilities will be made upon request. Please call 715-726-2736.

Will be held on **Monday, February 8, 2016 at 5:30 P.M. in the City Hall Council Chambers**, Chippewa Falls, Wisconsin. Items of business to be discussed or acted upon at this meeting are shown on the attached Agenda or listed below:

NOTE: If you are a board member and unable to attend this meeting, please contact the Engineering Dept at 726-2736.

NOTE:

THE BOARD OF PUBLIC WORKS MEETING

FOR

MONDAY, FEBRUARY 8, 2016

IS

CANCELLED

DUE TO A LACK OF AGENDA ITEMS.

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

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

CERTIFICATION

I hereby certify that a copy of this Notice was placed in the Chippewa Herald mailbox, 1st floor, City Hall and posted on the City Hall Bulletin Board on Wednesday, February 3, 2016 at 1:00 PM by Mary Bowe.

**CITY OF CHIPPEWA FALLS
BOARD OF PUBLIC WORKS
MEETING MINUTES
MONDAY, JANUARY 25, 2016 – 5:30 PM**

The Board of Public Works met in City Hall on Monday, January 25, 2016 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. Assistant City Engineer Rob Krejci was also present at the meeting.

1. **Motion** by Olson, seconded by Bauer to approve the minutes of the December 21, 2015 Board of Public Works meeting. **All present voting aye. MOTION CARRIED.**

2. Assistant City Engineer Rob Krejci presented the attached 2016 project closeout summaries on Governor/Columbia Streets, Superior Street, Daisy Street and the new downtown parking lots on the north side of River Street at the Bridge Street/River Street roundabout. Alderperson Olson asked about fencing along a 10 foot section of planting/rain garden, about warranties for replacing dead trees and vegetation and about when the parking lot lights would be constructed. Mr. Krejci responded that the trees and plants were guaranteed for a year or until fall of 2016 and that the parking lot light poles originally supplied were the incorrect length. The correct poles were scheduled to arrive and be placed by Tuesday, January 26, 2016. **No action taken.**

3. Assistant City Engineer Krejci presented a draft resolution of support for a Transportation Alternative Program (TAP) application to complete the Chippewa River State Bike and Pedestrian Trail along Park Avenue between Main Street and STH #124. Mr. Krejci noted that this was a joint application with the Village of Lake Hallie. Director of Public Works Rubenzer noted that the trail completion had previously been funded in a different location but that the Village of Lake Hallie had put the project on hold due to a business potentially locating along the southern end (segment in Lake Hallie) and thus, WisDOT transferred the funds to another project. Mr. Krejci stated that the Village of Lake Hallie had approved a resolution of support for the path in its new location. Finance Manager Bauer asked if the resolution was approved if that meant the City was responsible for its share of funding. Director of Public Works Rubenzer stated that the City was committing to funding the project if approved by WisDOT but that if the City withdrew the project at a later date, WisDOT would transfer the funds to another project. Mayor Hoffman asked about the section of Park Avenue between Main Street and South Avenue. Mr. Krejci responded that this section of path would be completed in an approved Surface Transportation Program Urban Project. He estimated the cost of the trail in the City limits to be \$260,000 with the 20% City share at \$52,000. Director of Public Works Rubenzer added that West Wisconsin Regional Plan Commission was not charging a fee for completing the application. **Motion** by Rubenzer, seconded by Olson to approve the attached resolution of support for completing and submitting a Transportation Alternative Program application to complete the Chippewa River State Bike and Pedestrian path between 40th Avenue in the Village of Lake Hallie and the intersection of the STH #124 overpass and Park Avenue in the City of Chippewa Falls. **All present voting aye. MOTION CARRIED.**

4. Director of Public Works Rubenzer presented a draft resolution for a Transportation Alternatives Program application for a Safe Routes to School grant. He stated West Wisconsin Regional Plan Commission would prepare the application and the City and Chippewa Falls Area Unified School District would split the \$4500 application fee. He stated that West Wisconsin Regional Plan Commission and a Safe Routes to School task force had conducted audits at the district elementary and middle schools. They also conducted a parent survey and assembled a report and recommendations for

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improvements. Mr. Rubenzer handed out the project narrative and estimated project cost (\$574,105), and noted the City's local share would be 10% or about \$57,410. Mr. Rubenzer noted that both Transportation Alternative Program applications (projects) would be in competition with each other and that even though both were extremely important and good projects, the City would be fortunate to get at least one of the two approved.

Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached resolution supporting a Transportation Alternative Program application for a Safe Routes to School grant in an amount of \$4500 (\$2250 City of Chippewa Falls local share). **All present voting aye.**

MOTION CARRIED.

5. Assistant City Engineer Krejci presented the attached resolution of proposed special assessment rates for 2016. He noted that they were comparable to previous years. He gave a rate history and outlined how he arrived at the proposed rate schedule. Mr. Rubenzer stated the 2016 project public information meeting would be conducted on Monday, March 28, 2016.

Motion by Hoffman, seconded by Olson to recommend the Common Council approve the attached resolution for the 2016 special assessment rates. **All present voting aye.** **MOTION CARRIED.**

6. The Board considered the attached information and recommendation sheet from the Engineering Department for street widths and classifications on Spruce Street (Wheaton St. to Pearl St.) and Grand Avenue (Island St. to Albert St.). Mr. Krejci went over the considerations for each determination.

Motion by Rubenzer, seconded by Olson to recommend the Common Council set a 40 ft. face of curb to face of curb width (current width) for Spruce Street (Wheaton St. to Pearl St.) and functionally classify the segment as a collector. In addition to recommend the Common Council set a 32 ft. face of curb to face of curb width (current width) for Grand Avenue (Albert St. to Superior St.) and a 38 ft. face of curb to face of curb width (current width) for Grand Avenue (Superior St. to Island St.) and functionally classify both segments as collectors. **All present voting aye.** **MOTION CARRIED.**

7. The Board considered the attached Street Use Permit application from the Chippewa Falls Patriotic Council for the 2016 Memorial Day parade. Mr. Rubenzer noted that the Council had decided not to charge the Patriotic Council for City services in 2015 because the parade is a city/community celebration.

Motion by Hoffman, seconded by Rubenzer to recommend the Common Council approve the Street Use Permit application from the Chippewa Falls Patriotic Council for the 2016 Memorial Day parade and not to charge the Patriotic Council for City services for the event because it is a city/community celebration. **All present voting aye.** **MOTION CARRIED.**

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

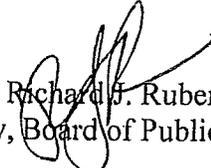

Richard S. Rubenzer, PE
Secretary, Board of Public Works

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7. Attachment VI - Future Planned Improvement List
8. Attachment VII - Water Station
9. Attachment VIII - Chippewa Parkside Development (Park Square Footage)

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Draft
copy

USER AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2016, between the **City of Chippewa Falls**, a Wisconsin Municipality, (“City”), and **Happy Tails Dog Park, Inc.** (“User”);

BACKGROUND

1. **Happy Tails Dog Park, Inc.** is a 501(c)(3) NON-PROFIT organization. It is a network of like-minded, dedicated volunteers formed to establish, operate and provide oversight of an off leash, canine leisure area.
2. **Happy Tails Dog Park** is a City owned Parcel 211-4416, described as the fenced storm water retention pond located at the southeast boundary of the city and the .41 acre corner area adjacent to the pond at the juncture of Chippewa Crossing Boulevard and East South Avenue.

WITNESSETH THAT, the parties hereto recite and agree as follows for the use and care of Parcel 211-4416 & and the .41 acre corner area.

USER RESPONSIBILITIES

1. User will secure and pay for all related costs necessary for snow removal. Three areas will be designated for snow removal:
 - a. Driveway Entrance
 - b. Parking Lot Area
 - c. Concrete Side Areas
2. User will fund any fixed asset improvements that User deems worthy of investment or park enhancement (i.e. water, electrical, lighting, building structures, etc.). The User would be grateful to the City for any influence or involvement which would reduce the cost to these improvements.
3. User will pay all related reoccurring utilities services (i.e. water & sewer bills) resulting from installing said services to any future improvements listed in Attachments: I.
4. User agrees to secure all the necessary approvals from the City for all physical improvements currently planned or that may originate in the future.
5. User will be responsible for the maintenance of all miscellaneous park assets. (i.e. benches, small dog fence & related gates, shelters, etc.)

6. User agrees to provide the fecal waste bags for the designated fecal waste cans and routine emptying of these fecal waste cans.

7. User will be responsible for the all maintenance & related expenses (i.e. seal coating, crack filling, surface repairs) of the park's black topped surface assets. (i.e. driveway, parking lot).

8. User will reimburse the City for mowing the designated park areas. The User will endeavor to mow the smaller areas with whatever resources are volunteered to the User.

- a. Top rim of the storm water retention pond.
- b. Small dog area.
- c. Area surrounding driveway & parking area.

9. User agrees to actively monitor the compliance of park users to insure adherence to the HTDP Rules. Any observed violations will be documented and handled in accordance to the HTDP rules posted at the park entrance and included in the Annual User Permit Application

USER LISTING OF ASSETS & LOCATIONS

Reference Attachments: I, II, III, VI, V

USER PLANNED PARK IMPROVEMENT PLANS

Reference Attachments: VI, VII, VIII

CITY RESPONSIBILITIES

1. City agrees to effectively remedy any erosion issues which threaten the physical integrity of the perimeter fence of the pond at no cost to the User.

2. City agrees to make any and all repairs to the main perimeter fence encircling the pond as needed in order to maintain its current dog retention condition.

3. City agrees to mow the designated park areas and bill the User for this service, with the understanding that the User will endeavor and when User resources are available be allowed to mow some of these areas to reduce this operating expense.

- a. Top rim of the storm water retention pond.
- b. Small dog area.
- c. Area surrounding driveway & parking area.

4. City agrees to provide guidance ^{and} direction and information resource for water, electrical, and landscaping improvements at no cost.

5. City agrees to mow the banked portion of the rim once per year or more if necessary. One of the times should be scheduled in late fall.

6. City agrees to groom the path on the top of the pond rim as needed during the winter snow fall season to expressly improve the Users navigability of the rim path surface. This grooming will be provided as long as the existing equipment is functional tool/asset of the City.

7. City agrees to allow User to secure a commercial Porta-Pottie unit for use by park patrons.

8. City agrees to allow User to secure commercial trash container for disposal of park refuge and dog fecal waste.

9. City agrees to allow User to attach items (i.e. mail boxes for fecal bags, fecal waste cans, security lighting, etc.) to the main perimeter fence encircling the pond and to the small dog park fencing. Also, the attachment of signage, banners and flags will be allowed with joint approved by User & City.

10. City agrees to continue to allow the City Swimming Pool to be used by User once at the close of the pool for a fund raising event and the if more than one Life Guard is required the User will be charged for the services of only one Life Guard.

11. City agrees to allow the User to host events at the HTDP for purposes of training, funding raising and other related events utilizing the City's "Street User Permit Process". The City will look benevolently on charging the User for the resulting costs of any deemed required by City resources.

12. City agrees to allow City employees to sell the HTDP User Permits at the City Police Station location and City Park & Recreation Department located in City Hall.

13. City agrees to prohibit the north boundary fence between the Maple Leaf Town Homes and HTDP to be removed in accordance with C.U.P. Resolution No. 15.01 adopted on January 15, 2015. The boundary fence is described on the page titled "Aspen Woods Duplex Homes Phase 1 and 2 Plat Narrative" under the heading General Development Plan: CONCEPT AND CHARTER OF THE DEVELOPMENT.

14. City agrees to listen and respond to matters originating from Users, Non-Users and general neighborhood residents. (i.e. barking dog noise, park events, traffic noise, etc.). The City will give significant deference to the Users

position based on the historical origination of the HTDP dating back to the Public Works Department's July 15, 2009 authorization of the Chippewa Fall Canine Leisure Area. ~~This~~ authorization predates any immediate adjacent residential development.

15. City agrees to allow the User as may be necessary to connect to north boundary fence between the Maple Leaf Town Homes to create a secured area adjacent to this boundary fence.

*16. City acknowledges via the City Attorney that the User, including the Board of Directors, has no liability risks stemming from its oversight responsibilities of the park operations.

17. City agrees to the best of their ability to notify the User of any intention to sell the .41 acres of the park area located adjacent to pond at the juncture of Chippewa Crossing Boulevard and East South Avenue described in this document titled: BACKGROUND, Item #2.

18. City agrees to notify the User in writing ~~90~~ days prior to any issues that would be deemed a potential threat to the User's usage of the area described in this document titled: BACKGROUND, Item #2.

19. The City agrees to provide the User in writing a 6 month notice to terminate the User's usage of the area described in the document titled: BACKGROUND, Item #2.

20. The City agrees to give the User the right of first refusal to purchase the .41 acre corner area adjacent to the pond at the juncture of Chippewa Crossing Boulevard and East South Avenue

21. The City agrees be open to the future long term consideration of the integration of the control, operation, maintenance and related expenses of the HTDP park to the City.

22. This agreement will be reviewed every five years by the board of public works and considered for extension.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its corporate name by its duly authorized officers and sealed with its corporate seal; and the User has executed this Agreement at Chippewa Falls, Wisconsin, the day and year first above written.

In Presence of:

CITY OF CHIPPEWA FALLS

By: _____
Greg S. Hoffmann, Mayor

strike

Attorney fee

Attorney fee

Attorney fee

Attorney fee

Attorney fee

Attorney fee

Attorney fee
won 15 vs 90 days

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by **Heather Wilhem-Copas**, the President of Happy Tails Dog Park, Inc., on behalf of the Happy Tails Dog Park, Inc.

Notary Public

(SEAL)

ATTACHMENT I

January 1, 2016

HTDP Physical Assets or Improvement Investments

1. Asphalt Driveway (7,245 square feet) & Parking Lot (5,832 square feet)	\$12,000
2. Cyclone Fence	
a. Small Dog area (450 running feet including 3 entry gates)	\$1,200
b. Small Dog Area Service Gate (10 foot gate)	\$750
3. Concrete sidewalk (90 square feet)	\$600
4. Wooden picnic Tables (3)	\$120
5. Wooden information Center (1)	\$300
6. Fee drop box (Metal (1)	\$375
7. Steel 10 gallon garbage cans w/stands (8)	\$360
8. Pavilion shelters (2)	\$400
9. Benches:	
a. Lumber type (5)	\$250
b. Steel frame w/wooden strips (5)	\$150
c. Plastic frame & concrete base (1)	\$550
10. Plastic mail boxes (8)	\$120
11. Signage	\$550
12. Rubbermaid Shed (1)	\$600
13. Tree (10)	\$100
14. Little Free Library Box	\$250
Total	\$18,855

Happy Tails Dog Park, Inc.

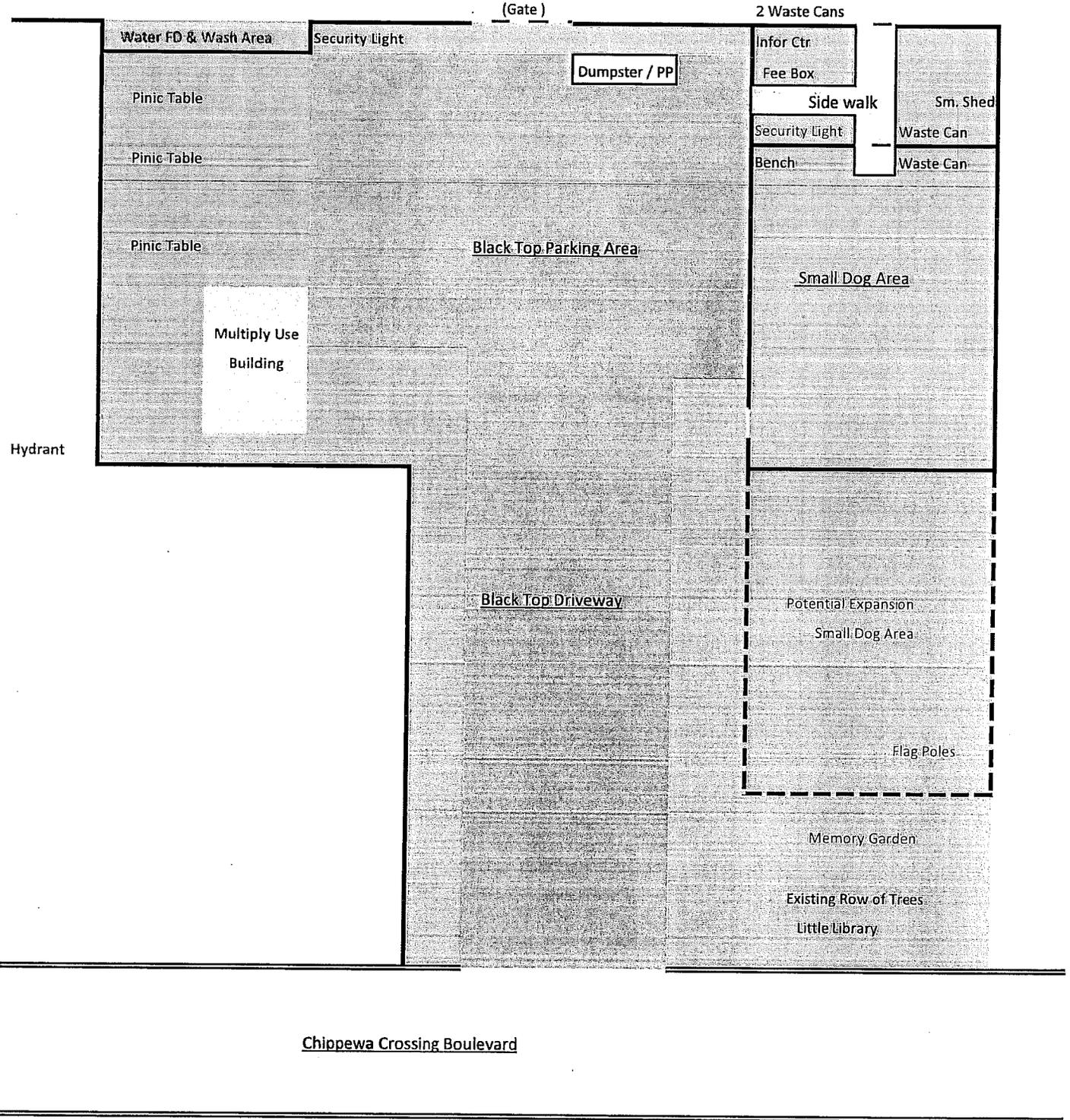
ATTACHMENT II

841 Chippewa Crossing Boulevard

Large Dog Area

Large Dog Area

Large Dog Area



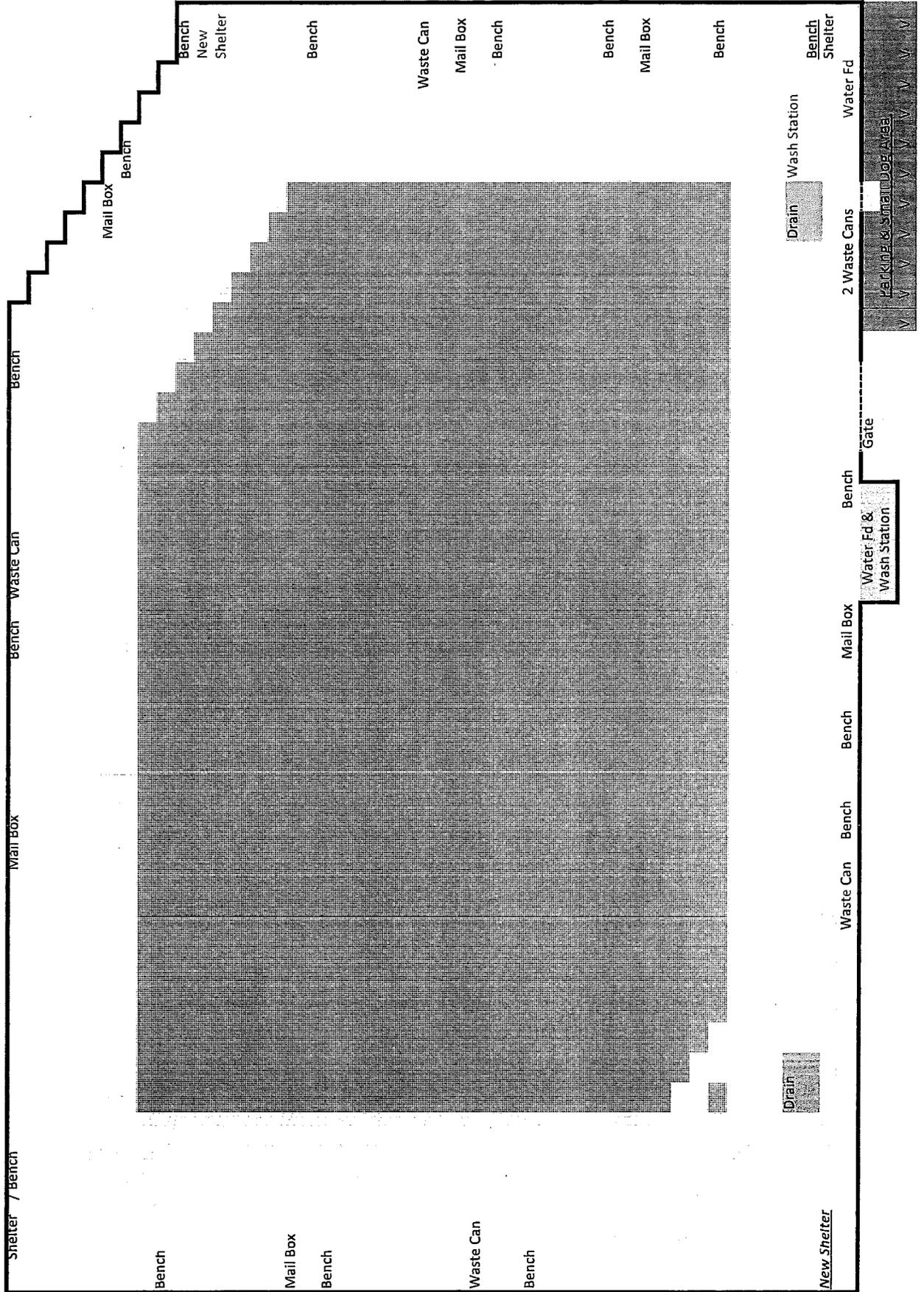
Small Dog Area, Parking Driveway

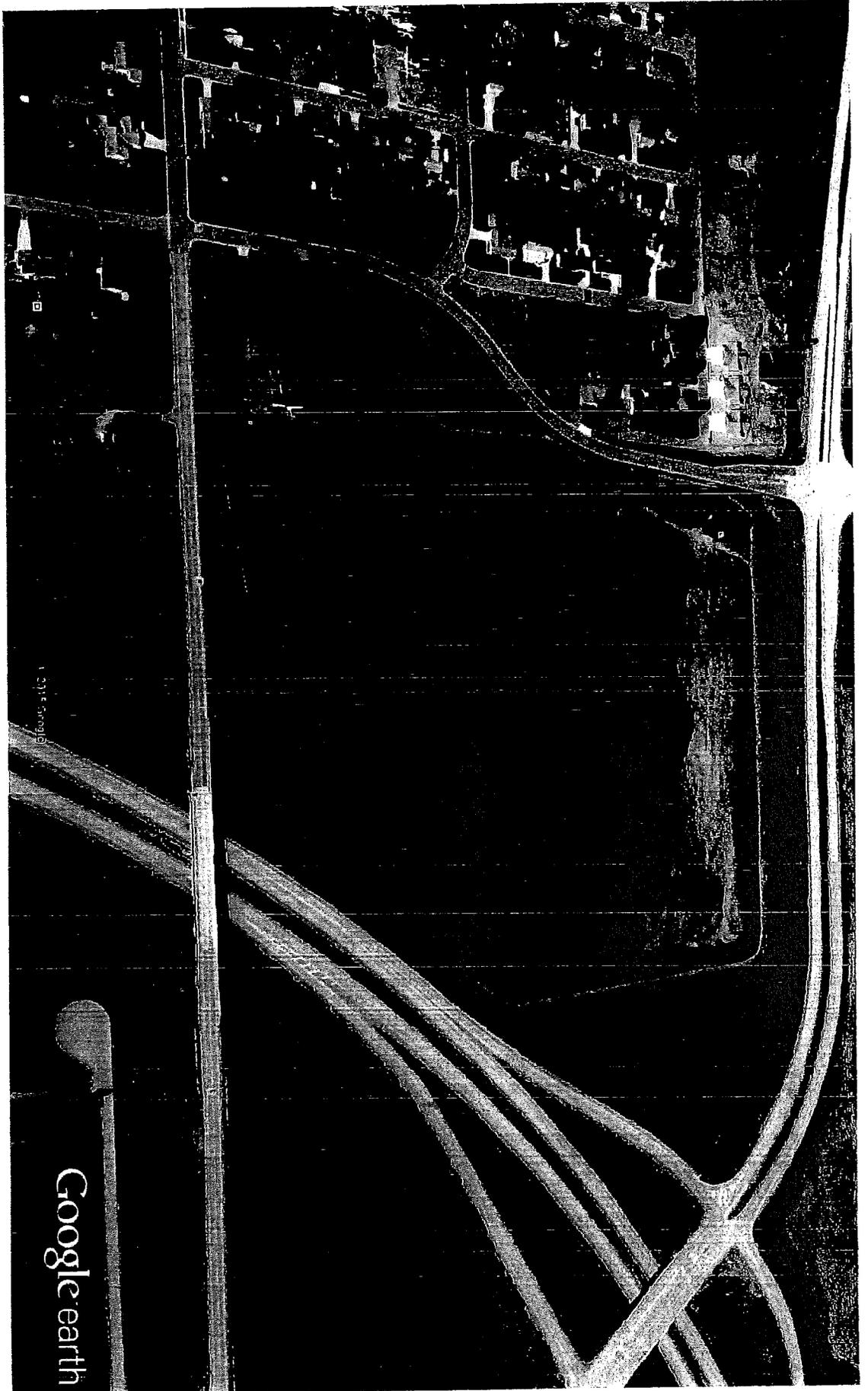
Rev: 2/7/16

Happy Tails Dog Park (Large Dog Area)

aka City Parcel 211 4416

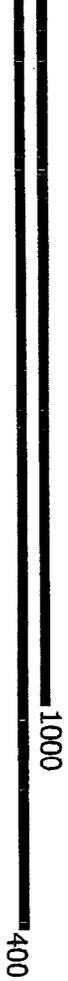
E a s t S o u t h A v e





Google earth

feet
meters



Google earth



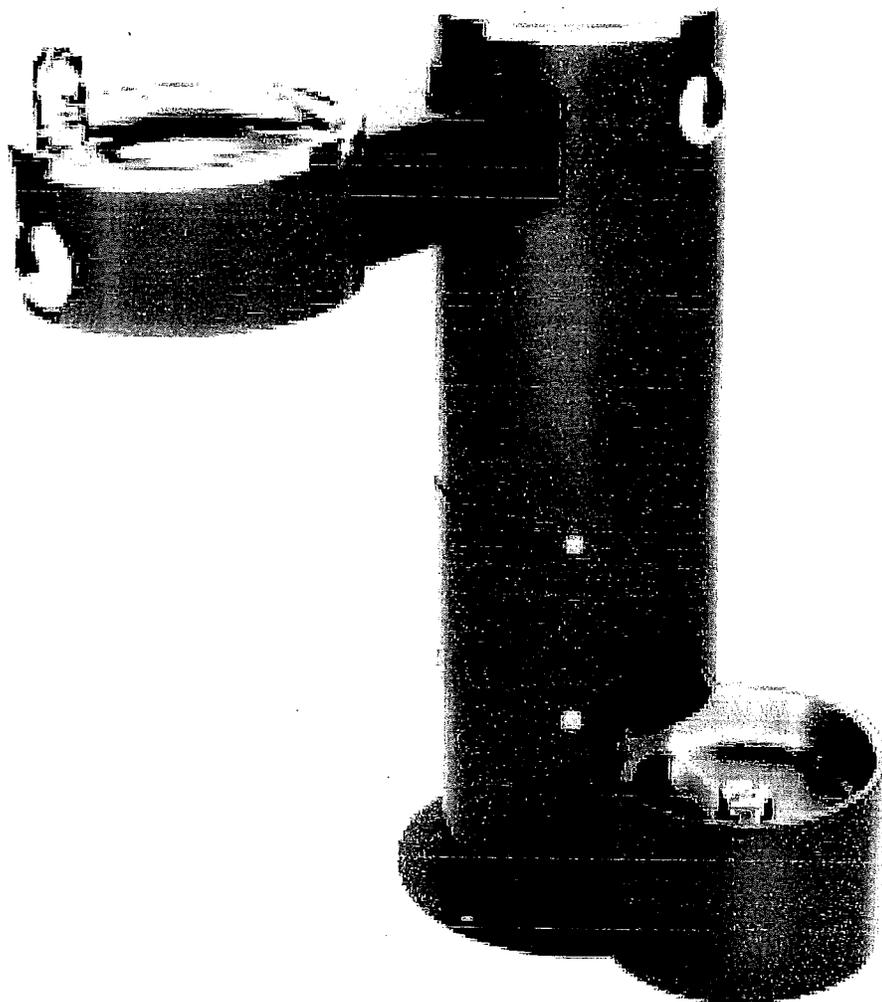
USER'S FUTURE ANTICIPATED PARK IMPROVEMENTS

1. Widening 800 feet of the very narrow interior foot path part of the trail on the northwest corner of the pond rim to a 5' or 6' width Reference Attachment III
2. Install two additional shelters with benches. Reference Attachment II.
3. Installation of two Human/Canine/Hose Water Stations with connection to nearby City water supply. Reference Attachments: II, III
4. Installation of two security lights to reduce the risk of vandalism of park assets. Reference Attachment II.
5. Construction of a multiple purpose building. The approximate building size proposed would be 24' x 26'. The building would be furnished with City water and electrical utilities. Reference Attachment II.
6. Provide electrical service & water service to the multiple purpose building noted in #3 above.
7. Install a dog wash station inside the large dog park area. The wash station would provide means of a water only rinse off of their dogs after a run thru the wet lower basin area of the large dog area. Reference: Attachment II & III.
8. Upgrade the path surface on the top perimeter rim path of the large dog park with some of the potential types of materials.
 - a. Wood Chips.
 - b. Pea gravel.
 - c. Plymouth Brown Mix,
 - d. Quarry fines.
 - e. Asphalt.
9. Expand the small dog area to north of existing small dog area.
10. Plant additional trees and shrubbery.
11. Create a Monument/Memory Garden. The potential design would feature "stamped" brick surface. The "stamped" bricks could be purchased by a pet owner in memory of their past pet(s).
12. Install a flag pole set. The flag pole set could potentially include the following flags: US, Wisconsin, POW and HTDP

USER'S FUTURE ANTICIPATED PARK IMPROVEMENTS

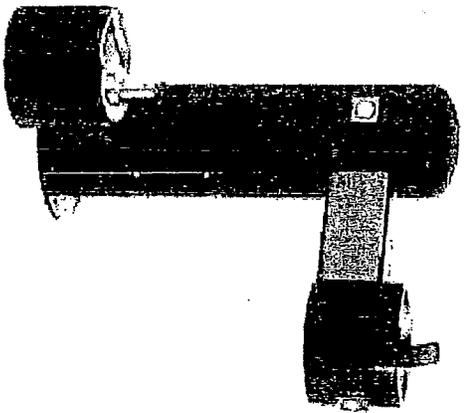
13. Construct a permanent restroom facility near or within the multiple purpose building. The facility would include connection to city water & sewer.

14. A Parking Barrier system would be installed to protect the small dog area immediately adjacent to the car parking area. The barrier system may include the following alternates: concrete bumpers or a post/cable w/flags.



- **Description**

- Push button requires less than 5lbs of pressure to operate.
- Vacuum breaker included for pet fountain.
- Available in one piece welded construction with standard 3/16" wall or standard 304 schedule 10 stainless steel.
- Solid engineering and intuitive design.
- Maintenance friendly and built "tank tough".
- Optional 10" stainless steel surface carrier is recommended for easier installation.
- Simple winterization if applicable.
- Supply connection stops above grade behind the access door.
- All products including 'SS' are powder coated for extra protection.
- Weight: 145 lbs.



DRINKING FOUNTAIN w/ DOG BOWL

Item #7222

[Product Info & How-To Tips](#)
[Material Specifications](#)

\$3,535.00

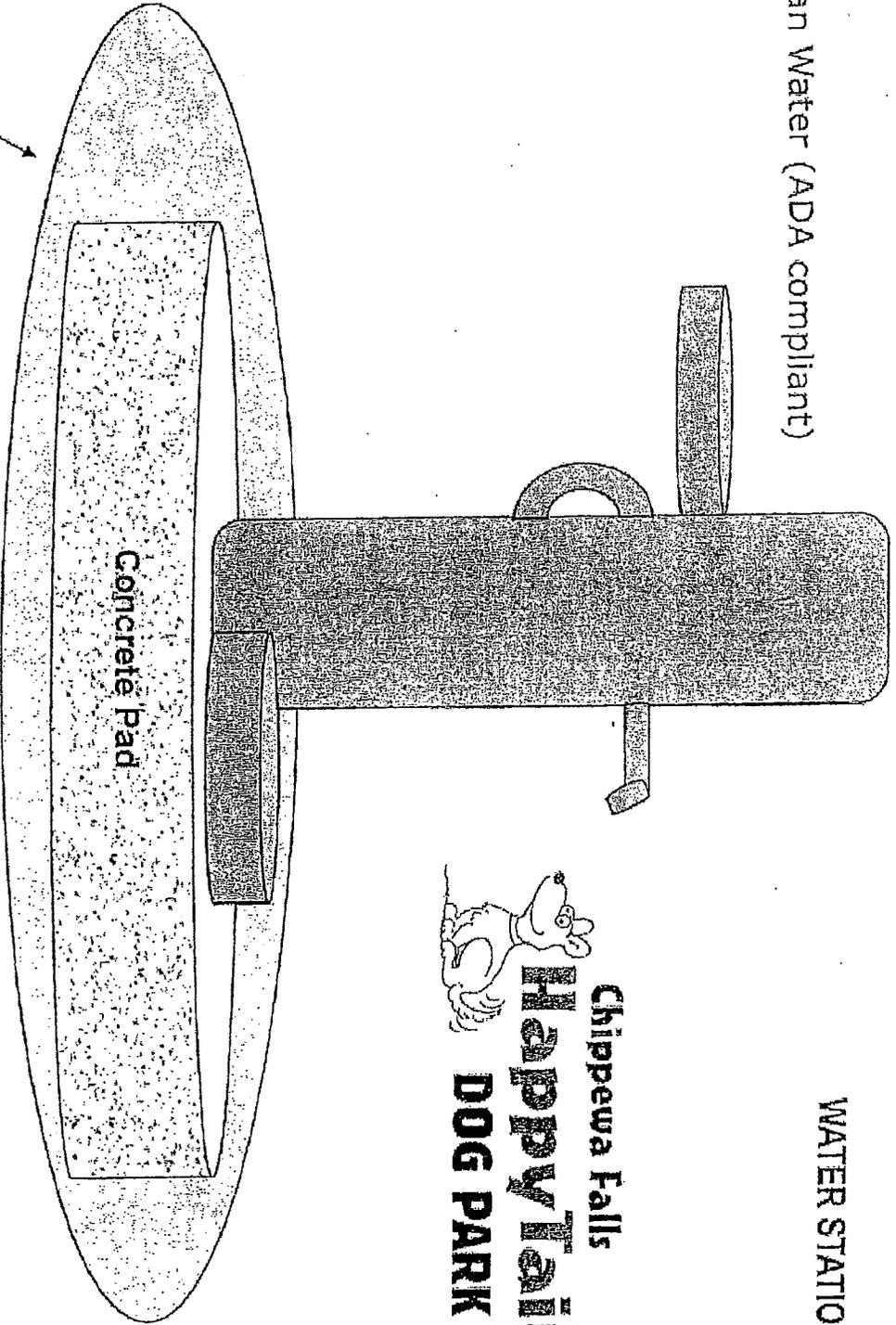
Order Quantity:

[Add to Quote Request!](#)

[Email a friend!](#)

Human Water (ADA compliant)

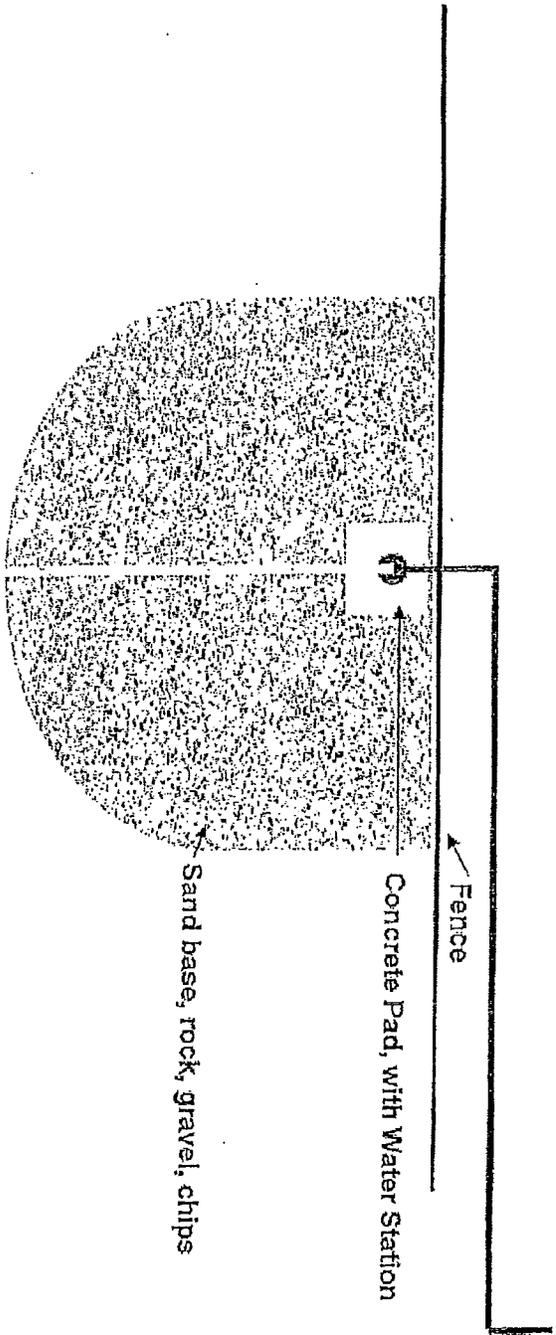
WATER STATION



CANINE/HUMAN/HOSE WATER STATION PROPOSED 2012—2013

River Rock, or other appropriate material that will allow drainage, and not create a "muddy" area outside the concrete pad.

Happy Tails Dog Park
Water Project 2012
Overhead View



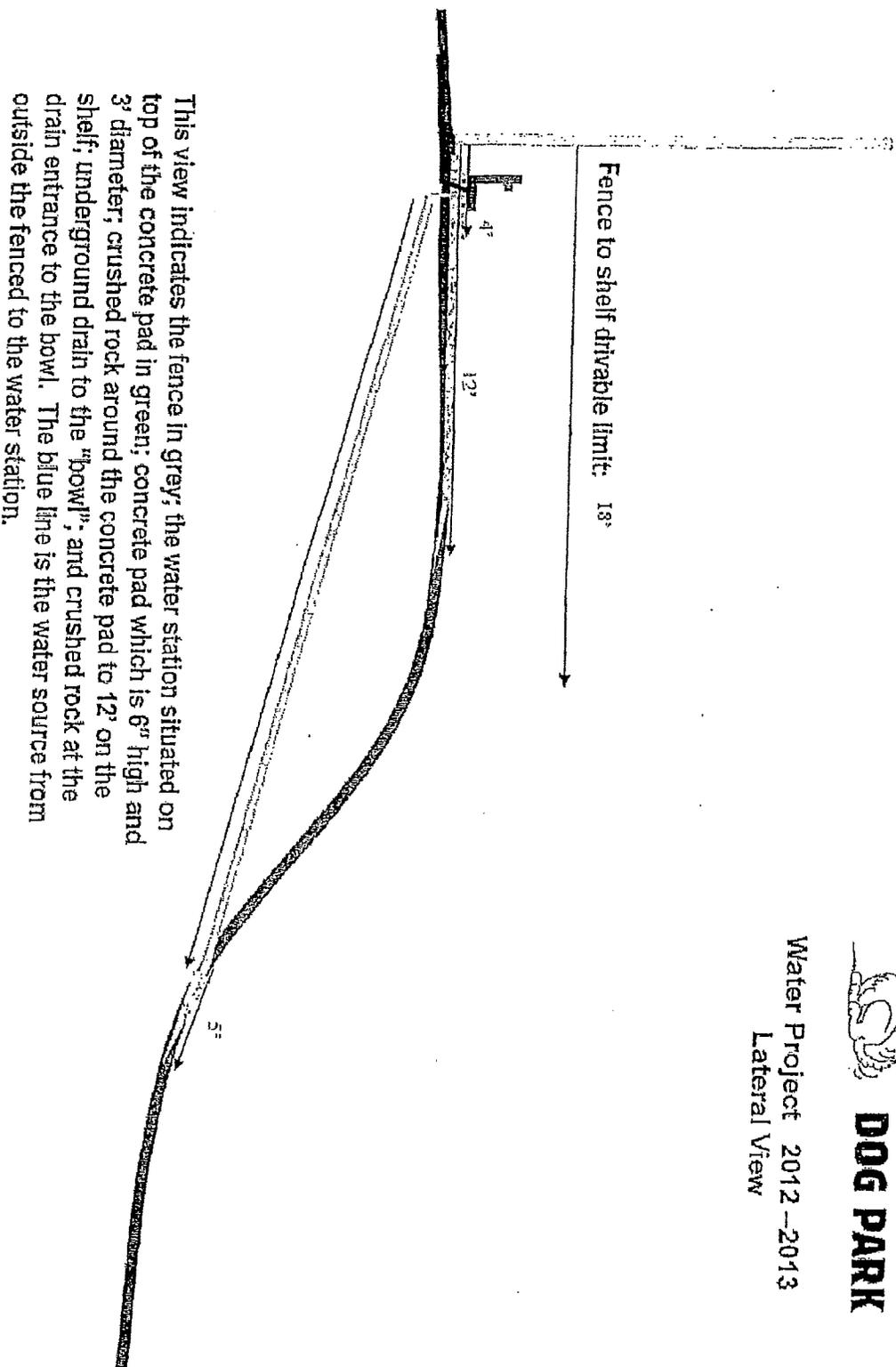
Buried PVC for drainage to below the "shelf" ->

Sand and Rock Drain

LATERAL VIEW



Water Project 2012 - 2013
Lateral View



This view indicates the fence in grey; the water station situated on top of the concrete pad in green; concrete pad which is 6" high and 3' diameter; crushed rock around the concrete pad to 12' on the shelf; underground drain to the "bowl"; and crushed rock at the drain entrance to the bowl. The blue line is the water source from outside the fenced to the water station.

Memo

To: Chippewa Falls Board of Public Works
From: Chippewa Falls Engineering Department
cc: Rick Rubenzer, DPW, CE, UM
Date: February 19, 2016
Re: Public Alley – Maintenance/Reconstruction Issues

Recently, the Chippewa Falls Engineering office was requested to examine the existing public alley maintenance/reconstruction program for the City of Chippewa Falls. Below are some findings and other pertinent information:

Background

Approximately 16.7 miles of public alley exist and are maintained by the City of Chippewa Falls. Alleys in general, serve the existing residents and businesses that reside adjacent to the aforementioned alleys. Some exceptions to this to occur in special situations where public street access is limited, or other unique situations exist, but to great extent public alleys serve adjacent residents driveway and other related access.

The City of Chippewa Falls currently performs both summer and winter maintenance on all public alleys within the City. Alleys are included in the existing snow removal policy, and are listed as the lowest priority and are only plowed after all existing public streets are plowed. Currently, Chippewa Falls expends the following on public alleys:

- Summer maintenance – \$12,000 – \$15,000/Year
- Winter Maintenance - \$2800 - \$3500/Per Snow Removal Event

The current Chippewa Falls policy for public alley reconstruction is strictly driven by the adjacent property owner and petition only. If the desire exists among the adjacent residents to have the alley resurfaced/reconstructed, a petition must be brought forth with at least 50% of the existing alley frontage owners having signed. This petition would then be brought before the Chippewa Falls Common Council, and in the past, those alleys have been authorized to be included in the Chippewa Falls street and reconstruction projects. Special assessments do apply, the charge is calculated by the linear foot of abutting frontage the current 2016 charge is \$6.75/FT. This special assessment includes only the HMA (Asphalt) portion of the alley, and in the past, the City has absorbed the other costs associated with reconstruction (i.e. base aggregate, alley approaches, removals).

The length of alleys being resurfaced has varied greatly in the past since they are constructed based on owner request only. If complaints are received for the alley issues, the existing policies are explained and a petition form can be provided to the owners.

Reconstruction Costs

A typical alley costs \$8000 – \$12,000 to reconstruct. (This cost does not include engineering/design costs). Reconstruction costs amount to approximately \$35 – 50\$/foot (Excluding engineering/design).

Alternative Policies

Moving forward the Chippewa Falls Engineering Department evaluated a couple of alternatives to the existing policy. The alternatives were as follows, each proposal would include positives/negatives for discussion:

1. Do nothing/Maintain the existing policy.
2. Rate/Review/Reconstruct public alleys as part of the traditional capital improvement program.
3. Relinquish maintenance responsibilities – Owner maintained
4. Hybrid – reconstruct as part of City capital improvement program, but owner maintenance responsibility.

Do nothing – Maintain existing policies

(See previous portion of the memo).

Rate/Review/Reconstruct public alleys as part of the traditional capital improvement program.

One positive effect of this proposal would be that all alleys within the City of Chippewa Falls would be subject to yearly review and rating, and included in the traditional capital improvement program. The alleys that are in poor condition would be included and compete for funding against other capital expenditures within the City.

The negatives of this proposal are listed below:

1. Increased work load – both summer maintenance and annual review/rating.
2. Increase the capital expenditure requests/and would compete for funding in a program that is only reconstructing 1.3 miles per year of the approximate 100 miles of City public streets.
3. Limited Service - Most alleys only provide service for the adjacent residents, providing a limited benefit per capital dollar spent in comparison to public streets.
4. Increased Maintenance/Work hours – Any increase to either maintenance or reconstruction program would require an increase in work hours necessary to complete the required tasks.

Hybrid System/Relinquish Maintenance responsibilities

Both of the other alternatives include portions which would turn maintenance responsibilities to the adjacent property owners. This practice is common in other municipalities in which snow removal or other miscellaneous maintenance becomes the responsibility of the adjacent property owner. In either system the resurface/reconstruction can be completed by the City/Owner and then maintenance both summer and winter can become the responsibility of the adjacent property owner.

The benefits for the City in this case would be to lower annual winter and summer maintenance costs, and reduce the amount of infrastructure being maintained. Since in most cases the adjacent resident receives the primary benefit of the alley they would be responsible for maintenance concerns.

The negatives for either of these proposals could be potential negative reaction from adjacent residents for increased maintenance responsibilities. The City would also have to develop policies similar to its sidewalk program for snow removal and clearing guidelines.

Moving Forward

The Chippewa Falls Engineering Office has prepared this brief examination of potential changes to the existing alley reconstruction/maintenance program. The Engineering Department is recommending that any changes to the existing program be evaluated further for potential negative effects to the existing capital improvement program and maintenance responsibilities moving forward.

The existing policy provides adjacent property owners control in reconstruction of their existing alley surface. The City provides minimum summer maintenance on alleys in both the spring/fall which include grader balancing/base repair and other miscellaneous items. Since there is a limited benefit to the travelling public in public alleys the City has strived to reduce maintenance costs where possible in an effort to continue necessary maintenance on its public street system. Any policy shift to increase potential maintenance/reconstruction costs in public alleys will have a negative effect on the public street reconstruction/maintenance if additional funding isn't associated with the policy change.

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 January 25, 2016 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:

Develop on-street (back-in & parallel) parking and off-street parking options to accommodate proposed business parking needs for new business at the SW corner of Bay Street and River Street. The various options are attached. The off street parking option was ultimately selected by the City which included 7 new on-street parallel parking stalls, 24 off-street parking stalls, a preliminary construction cost estimate and final construction drawing added to the February, 2016 bid package.

The options investigated included reviewing existing and potential traffic movements, including geometric design to accommodate the proposed "parking" layout and adjacent street driving lanes. (Attached drawings and cost estimates.)

<u>Options</u>	<u>Features</u>
3	On - street parking. Back-in angle parking stalls (33), eliminate on-street parallel parking, maintain River Street travel lane geometrics, generally as is. Cost estimate developed.
3A	Off - street parking. Connecting off street parking lot to existing Bay Street Lift Station parking area (15 stalls), maintain River Street travel lane geometrics, generally as is. Cost estimate developed.
4	Same as Option 3 plus adding additional east bound travel lane from mid-block (Island to Bay), through Bay/River intersection and continuing east.
4A	Same as Option 3A plus adding additional east bound travel lane from mid-block (Island to Bay), through Bay/River intersection and continuing east.
5	Similar to Option 4, plus widening River Street to accommodate a dedicated left turn (heading east) lane onto Island Street.
5A	Similar to Option 4A, plus widening River Street to accommodate a dedicated left turn (heading east) lane onto Island Street.
1	On - street Back In Angled Parking (17 stalls), maintain River Street travel lane geometrics as is. Cost estimate developed.
2	Selected Option - Off-street one way parking lot (24 stalls), plus on-street parallel parking (7 stalls), maintain River Street travel lane geometrics as is. Cost estimate developed. Detailed Construction Drawing developed for this option to be included into the February 22, 2016 bid package.

Estimated Cost (Labor and Expenses) \$18,000

Schedule: Construction drawing for off-street and on-street parking stalls is completed and has been added to the project bid set.

Payment: The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$18,000, 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\2016\cfc\additional services - investigate on & off street parking options_1.22.16.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.

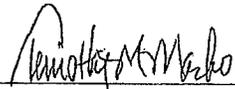
By:  _____ Date: 1-22-16
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 25, 2016

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

CONSTRUCTION COST ESTIMATE					
Chippewa Falls Downtown River Street (Back In Angled Parking and Widening at Bay Street - Option 3)					
Chippewa Falls, Wisconsin					
SEH No.: CFCIT 131073					
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Estimated Price
32 12 18.01	Asphaltic Concrete Pavement, 3-Inch	Ton	121	\$60.00	\$7,260.00
32 12 18.01	Adjust Manhole Casting	Each	1	\$200.00	\$200.00
02 41 33.01	Remove Curb and Gutter	L.F.	540	\$5.00	\$2,700.00
02 41 33.02	Remove Concrete Sidewalk	S.F.	2212	\$1.00	\$2,212.00
02 41 33.03	Remove and Relocate Existing Light Pole	Each	1	\$500.00	\$500.00
31 23 10.01	Common Excavation	C.Y.	416	\$10.00	\$4,160.00
33 41 00.01	12-Inch HDPE Storm Sewer	L.F.	46	\$30.00	\$1,380.00
33 41 00.02	Inlet, Type 3	Each	2	\$900.00	\$1,800.00
33 41 00.03	Inlet Casting, Type H	Each	2	\$600.00	\$1,200.00
33 41 00.04	Cut Into and Connect to Existing Storm Sewer Structure	Each	2	\$700.00	\$1,400.00
32 11 26.01	Crushed Aggregate Base Course, 8-Inch	S.Y.	870	\$6.00	\$5,220.00
32 17 23.01	Pavement Marking, 4-Inch, Epoxy	L.F.	589	\$1.00	\$589.00
32 16 30.01	Concrete Curb and Gutter, 30-Inch, Type D	L.F.	604	\$21.00	\$12,684.00
32 18 40.01	4-Inch Concrete Sidewalk	S.F.	1911	\$4.00	\$7,644.00
32 18 40.02	Detectable Warning Field	Each	2	\$335.00	\$670.00
34 41 40.01	Turf Establishment	S.Y.	1937	\$10.00	\$19,370.00

TOTAL ESTIMATED CONSTRUCTION COST AMOUNT \$68,989.00

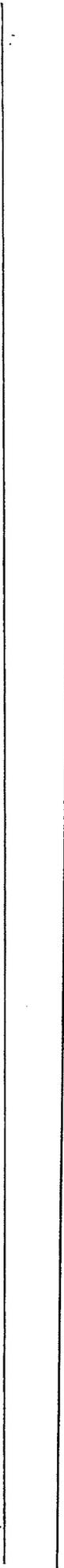
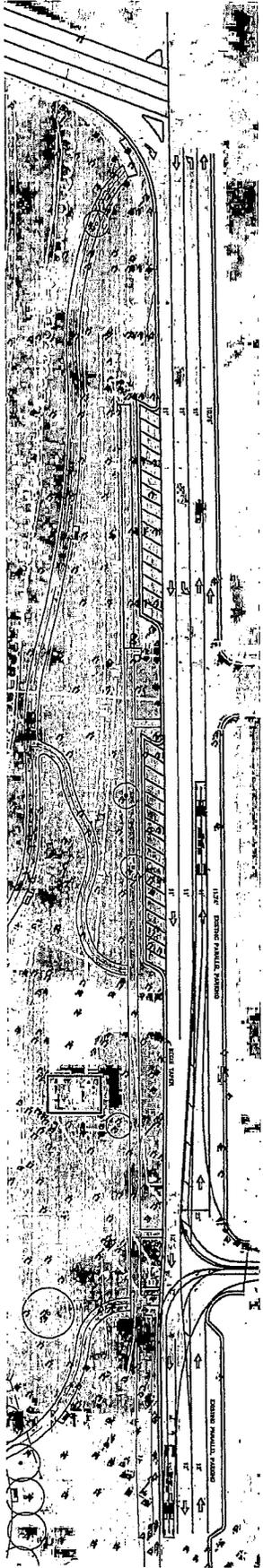
10% Contingency \$6,911.00

Sub-Total \$75,900.00

Engineering \$11,400.00

TOTAL ESTIMATED COST AMOUNT \$87,300.00

Note: Does not include items included elsewhere in the plans such as, mobilization, erosion control, plantings, landscaping, architectural features, moving of signs or signals, or traffic control.



CONSTRUCTION COST ESTIMATE					
Chippewa Falls Downtown River Street (Off street Parking and Widening at Bay Street - Option 3A)					
Chippewa Falls, Wisconsin					
SEH No.: CFCIT 131073					
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Estimated Price
32 12 18.01	Asphaltic Concrete Pavement - 3-Inch	Ton	142	\$60.00	\$8,520.00
32 12 18.02	Asphaltic Flumes	S.Y.	8	\$100.00	\$800.00
31 23 10.01	Common Excavation	C.Y.	311	\$10.00	\$3,110.00
31 37 00.01	Light Riprap	C.Y.	6	\$100.00	\$600.00
32 11 26.01	Crushed Aggregate Base Course, 8-Inch	S.Y.	924	\$6.00	\$5,544.00
32 17 23.01	Pavement Marking, 4-Inch, Epoxy	L.F.	287	\$1.00	\$287.00
32 16 30.01	Concrete Curb and Gutter, 18-Inch, Type D	L.F.	393	\$15.00	\$5,895.00
32 16 30.02	Concrete Curb and Gutter, 30-Inch, Type D	L.F.	164	\$21.00	\$3,444.00
32 18 40.01	4-Inch Concrete Sidewalk	S.F.	100	\$4.00	\$400.00
32 18 40.02	Detectable Warning Field	Bach	1	\$335.00	\$335.00
32 18 40.03	3-Foot High Split Rock Retaining Wall	S.F.	682	\$30.00	\$20,460.00
34 41 40.01	Turf Establishment	S.Y.	1111	\$10.00	\$11,110.00

TOTAL ESTIMATED CONSTRUCTION COST AMOUNT \$60,505.00

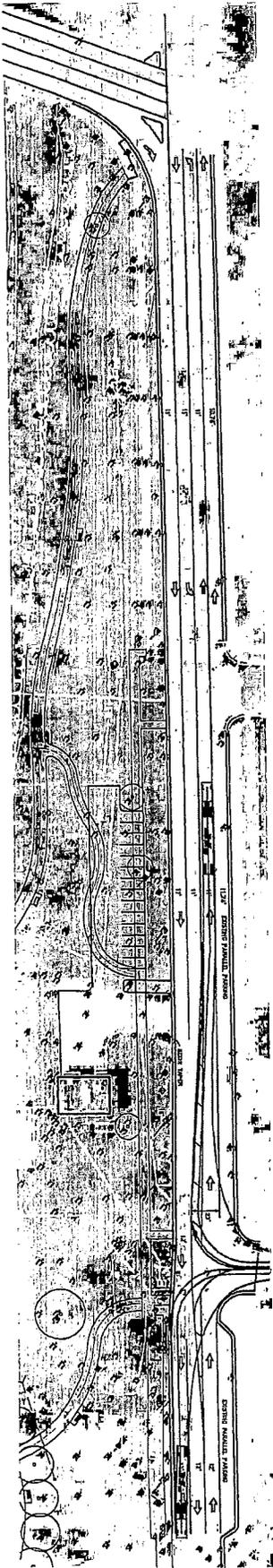
10% Contingency \$6,095.00

Sub-Total \$66,600.00

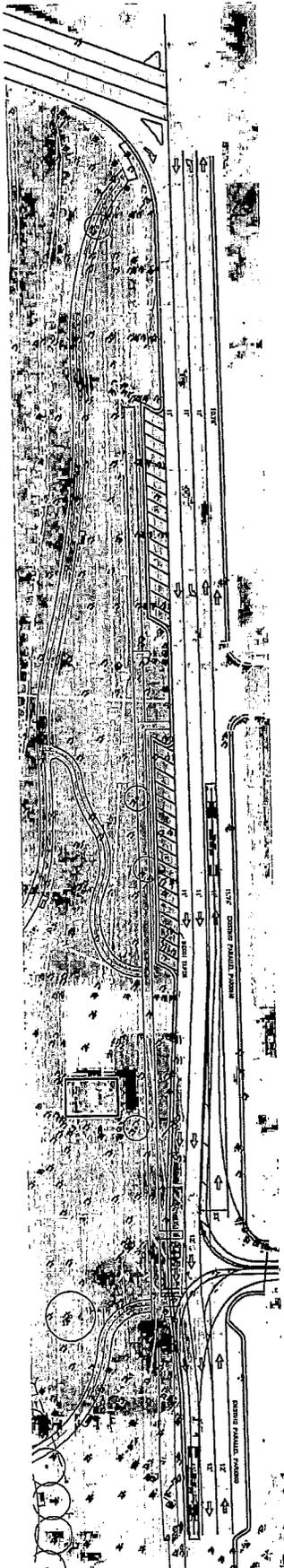
Engineering \$10,000.00

TOTAL ESTIMATED COST AMOUNT \$76,600.00

Note: Does not include items included elsewhere in the plans such as; mobilization, erosion control, plantings, landscaping, architectural features, moving of signs or signals, traffic control, or revisions to the existing parking lot

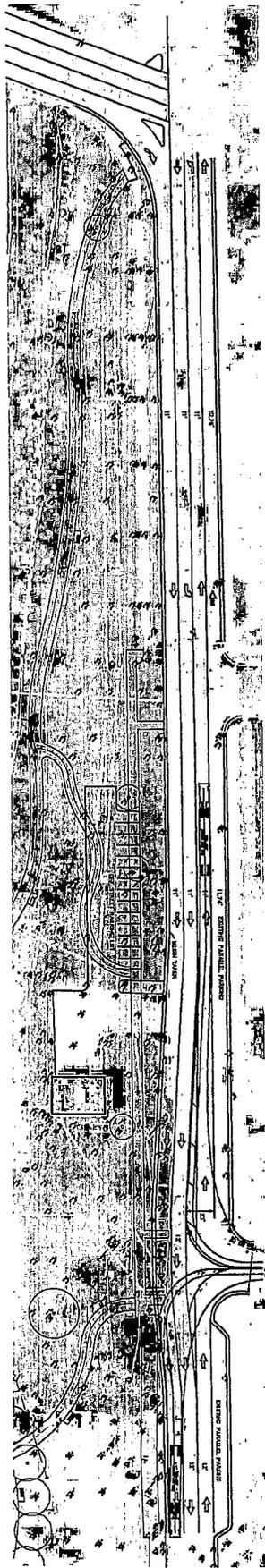


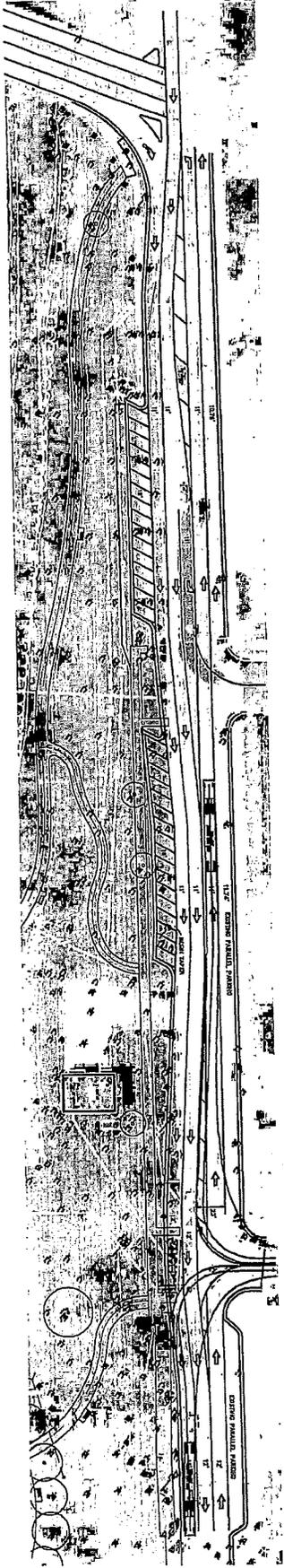
Optim 34



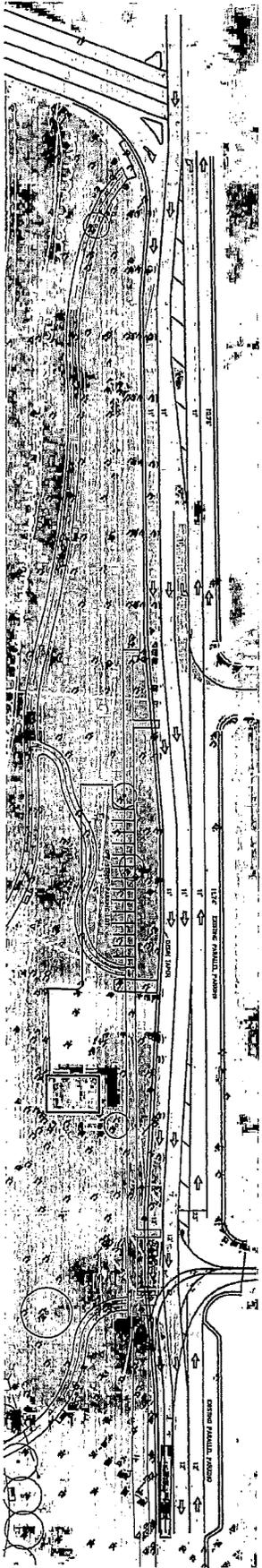
OPTION 4

OPTION 4A





optm 5



OPTION 5A

CONSTRUCTION COST ESTIMATE

Chippewa Falls Downtown River Street (Back In Angled Parking Option 1)
Chippewa Falls, Wisconsin
SEH No.: CFCIT 131073

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Estimated Price
32 12 18.01	Asphaltic Concrete Pavement, 3-Inch	Ton	140	\$60.00	\$8,400.00
32 12 18.02	Asphaltic Concrete Pavement, 6-Inch	Ton	12	\$60.00	\$720.00
32 12 18.03	Adjust Manhole Casting	Each	1	\$200.00	\$200.00
02 41 33.01	Remove Curb and Gutter	L.F.	433	\$5.00	\$2,165.00
02 41 33.02	Remove Concrete Sidewalk	S.F.	1331	\$1.00	\$1,331.00
02 41 33.03	Remove Pavement	S.Y.	57	\$10.00	\$570.00
02 41 33.04	Remove and Relocate Existing Light Pole	Each	1	\$500.00	\$500.00
02 41 33.05	Remove and Relocate Existing Hydrant	Each	1	\$2,000.00	\$2,000.00
31 23 10.01	Common Excavation	C.Y.	423	\$10.00	\$4,230.00
31 37 00.01	Medium Riprap	C.Y.	63	\$60.00	\$3,780.00
33 41 00.01	12-Inch HDPE Storm Sewer	L.F.	288	\$30.00	\$8,640.00
33 41 00.02	15-Inch HDPE Storm Sewer	L.F.	18	\$35.00	\$630.00
33 41 00.03	Storm Sewer Manhole, 4' Diameter	Each	2	\$1,700.00	\$3,400.00
33 41 00.04	Inlet, Type 3	Each	2	\$900.00	\$1,800.00
33 41 00.05	Manhole Casting, Type J	Each	2	\$600.00	\$1,200.00
33 41 00.06	Inlet Casting, Type H	Each	2	\$600.00	\$1,200.00
33 41 00.07	15" Apron Endwall	Each	1	\$800.00	\$800.00
32 11 26.01	Crushed Aggregate Base Course, 8-Inch	S.Y.	960	\$6.00	\$5,760.00
32 17 23.01	Pavement Marking, 4-Inch, Epoxy	L.F.	685	\$1.00	\$685.00
32 17 23.02	Pavement Marking, Symbols, Epoxy	Each	2	\$100.00	\$200.00
32 16 30.01	Concrete Curb and Gutter, 30-Inch, Type D	L.F.	521	\$21.00	\$10,941.00
32 18 40.01	4-Inch Concrete Sidewalk	S.F.	3235	\$4.00	\$12,940.00
32 18 40.02	Detectable Warning Field	Each	7	\$335.00	\$2,345.00
34 41 40.01	Turf Establishment	S.Y.	2245	\$10.00	\$22,450.00
26 56 19.01	Utility Adjustments (Estimate)	L.S.	1	\$5,000.00	\$5,000.00

TOTAL ESTIMATED CONSTRUCTION COST AMOUNT **\$101,887.00**

10% Contingency **\$10,190.00**

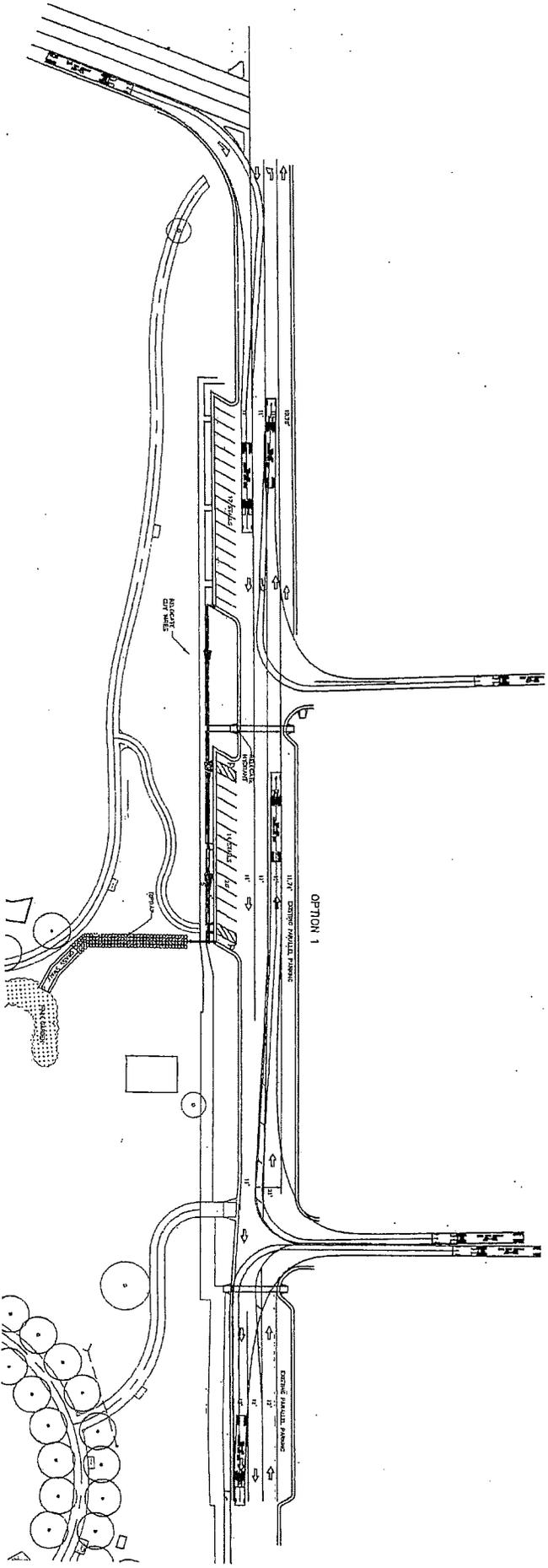
Sub-Total **\$112,077.00**

Engineering **\$16,800.00**

TOTAL ESTIMATED COST AMOUNT **\$128,877.00**

Note: Does not include items included elsewhere in the plans such as; mobilization, erosion control, plantings, landscaping, architectural features, moving of signs or signals, or traffic control.

Note: 2 Guy wires will need to be relocated.



option 1

CONSTRUCTION COST ESTIMATE

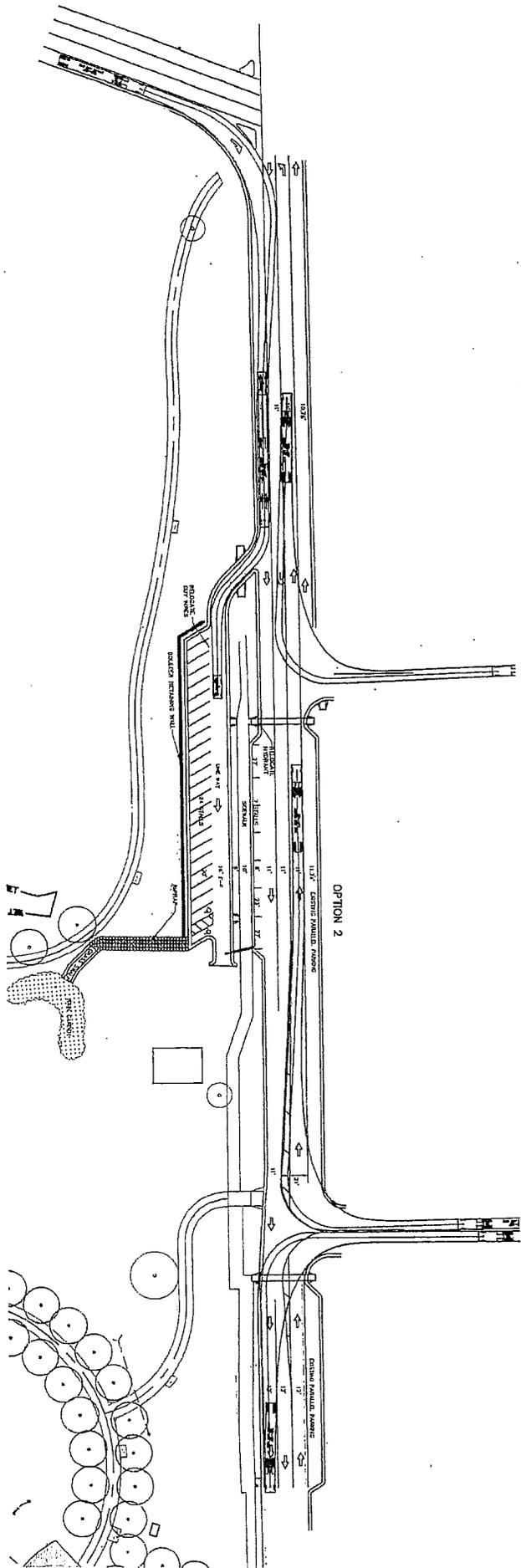
Chippewa Falls Downtown River Street (Off Street Parking & Parallel Parking Option 2)
Chippewa Falls, Wisconsin
SEH No.: CFCIT 131073

Item No.	Item	Unit	Est. Quantity	Unit Price	Total Estimated Price
32 12 18.01	Asphaltic Concrete Pavement, 3-Inch	Ton	227	\$60.00	\$13,620.00
32 12 18.02	Asphaltic Concrete Pavement, 6-Inch	Ton	12	\$60.00	\$720.00
02 41 33.01	Remove Curb and Gutter	L.F.	298	\$5.00	\$1,490.00
02 41 33.02	Remove Concrete Sidewalk	S.F.	385	\$1.00	\$385.00
02 41 33.03	Remove Pavement	S.Y.	57	\$10.00	\$570.00
02 41 33.04	Remove and Relocate Existing Light Pole	Each	1	\$500.00	\$500.00
02 41 33.05	Remove and Relocate Existing Hydrant	Each	1	\$2,000.00	\$2,000.00
31 23 10.01	Common Excavation	C.Y.	617	\$10.00	\$6,170.00
31 37 00.01	Medium Riprap	C.Y.	50	\$60.00	\$3,000.00
33 41 00.01	12-Inch HDPE Storm Sewer	L.F.	24	\$30.00	\$720.00
33 41 00.04	Inlet, Type 3	Each	1	\$900.00	\$900.00
33 41 00.06	Inlet Casting, Type H	Each	1	\$600.00	\$600.00
33 41 00.08	Cut Into and Connect to Existing Storm Sewer Structure	Each	1	\$700.00	\$700.00
32 11 26.01	Crushed Aggregate Base Course, 8-Inch	S.Y.	1618	\$6.00	\$9,708.00
32 17 23.01	Pavement Marking, 4-Inch, Epoxy	L.F.	548	\$1.00	\$548.00
32 17 23.02	Pavement Marking, Symbols, Epoxy	Each	2	\$100.00	\$200.00
32 16 30.01	Concrete Curb and Gutter, 30-Inch, Type D	L.F.	1024	\$21.00	\$21,504.00
32 18 40.01	4-Inch Concrete Sidewalk	S.F.	2565	\$4.00	\$10,260.00
32 18 40.02	Detectable Warning Field	Each	7	\$335.00	\$2,345.00
32 18 40.03	3.5-Foot High Boulder Retaining Wall	S.F.	1012	\$30.00	\$30,360.00
32 18 40.04	Railing	L.F.	273	\$30.00	\$8,190.00
34 41 40.01	Turf Establishment	S.Y.	1582	\$10.00	\$15,820.00
26 56 19.01	Utility Adjustments (Estimate)	L.S.	1	\$5,000.00	\$5,000.00

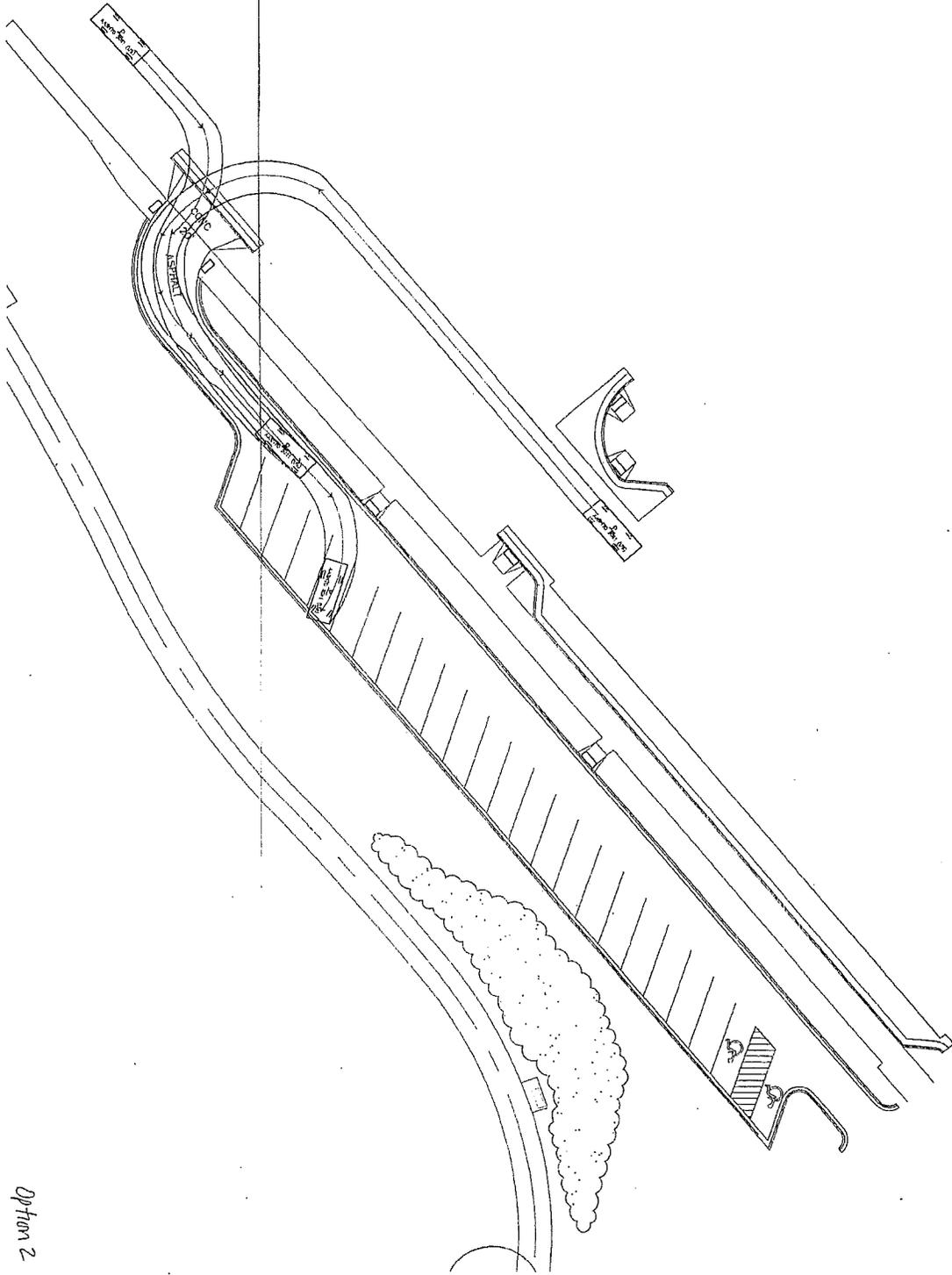
TOTAL ESTIMATED CONSTRUCTION COST AMOUNT	<u>\$135,310.00</u>
10% Contingency	<u>\$13,530.00</u>
Sub-Total	<u>\$148,840.00</u>
Engineering	<u>\$22,320.00</u>
TOTAL ESTIMATED COST AMOUNT	<u>\$171,160.00</u>

Note: Does not include items included elsewhere in the plans such as; mobilization, erosion control, plantings, landscaping, architectural features, moving of signs or signals, or traffic control.

Note: 2 Guy wires will need to be relocated.



OPTION 2



Option 2

MEMO

To: Board of Public Works
From: Chippewa Falls Engineering Office
Date: February 19, 2016
Re: Glen Loch Dam Inspection Proposals

On February 19, 2016, the Chippewa Falls Engineering Office opened two submitted proposals for the Glen Loch Dam Inspection Project. Glen Loch Dam is categorized a high hazard dam and is required to be inspected every 2 years. Listed below are the proposal amounts. Five-thousand dollars were budgeted in 2016 for this project.

1. Ayres Associates - \$1200
2. General Engineering Company - \$3000

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

AMENDMENT TO AGREEMENT

Amendment Dated February 11, 2016

The original Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and 1 leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled in September as called for in the annual plan.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples collected from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently-approved EPA methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for your files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

COMPENSATION

CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$8,800.00, including laboratory fees.

PERIOD OF SERVICE

The following schedule is estimated to complete the Services:

<u>TASK</u>	<u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u>
Sampling	March and September 2016
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

CITY OF CHIPPEWA FALLS

(Signature)

(Typed Name)

(Title)

(Date)

AYRES ASSOCIATES INC

Scott C. Wilson

Scott Wilson, PSS

VP— WI Environmental Services

February 11, 2016

ATTACHMENT C - COMPENSATION AND PAYMENTS

Amendment to Agreement dated February 11, 2016

CONSULTANT will perform services on an hourly basis, plus reimbursable expenses. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payment shall be added to CONSULTANT's compensation.

CONSULTANT's Reimbursable Expenses. For reimbursable expenses, an amount equal to the normal and customary costs incurred in rendering services on the Project for: transportation and subsistence incidental thereto; survey and testing instruments, and other highly specialized equipment; and field supplies and similar Project-related items.

Professional Associates and Subconsultants. For services and reimbursable expenses of independent professional associates and subconsultants employed by CONSULTANT to render services on the Project, the amount billed to CONSULTANT.

February 16, 2016

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

Re: Glen Loch Dam
2016 Owner Responsible Inspection Program

Dear Mr. Rubenzer:

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

Project Description

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

Ayres Associates has inspected over 70 dams since the inception of the WDNR Owner Responsible Inspection Program (ORIP). All of our inspections have been accepted and approved by the WDNR regional engineers almost exclusively on the first submittal.

We are familiar with the Glen Loch dam and we completed the last two ORIP inspections for this dam in 2012 and 2014.

Scope of Services

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

1. Contact Mike Rogney at the WDNR to notify the WDNR Regional Engineer that we will be conducting an inspection at the City's dam.
2. Request from the WDNR electronic copies of any available information for the dam that has been generated following our last inspection.

Mr. Richard J. Rubenzer

February 16, 2016

Page 2 of 3

3. According to the WDNR data base the dam has a high hazard rating. An Emergency Action Plan (EAP), Inspection Operation and Maintenance Plan (IOMP) and dam failure analysis have been completed for the dam. We will review these reports during the inspection of the dam.
4. Conduct an on-site dam inspection.
5. Complete the WDNR required checklists, photo documentation, and letter report and submit to the City's for review and approval. Following City's approval of the report, forward the final report to the WDNR Regional Engineer. The letter report will include a description of any dam deficiencies, any recommended remedial actions and a time line for these remedial actions, as required by the WDNR. Reports will be filed both electronically and in paper copy per the WDNR requirements.

Responsibilities of Owner and Others

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

Additional Services

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

Time Schedule

We will conduct the inspection in the spring/summer of 2016. We will submit the draft report to the City within 45 days of inspection and the final report is due to the WDNR within 90 days of inspection.

Fee

We will perform the above services for a lump sum amount of \$1,200.

Contract Terms and Conditions

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

Mr. Richard J. Rubenzer
February 16, 2016
Page 3 of 3

Acceptance

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

This proposal is valid until May 16, 2016, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



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

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Richard J. Rubenzer PE

Name

Director of Public Works/City Engineer/Utilities Manager

Title

Date

Attachments: Contract Terms and Conditions

AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES OF THE
CHIPPEWA FALLS BUSINESS IMPROVEMENT DISTRICT
BOARD OF DIRECTORS**

Friday, February 26, 2016

The Business Improvement District (BID) Board of Directors met in the Chippewa Falls City Hall on Friday, February 26, 2016 at 8:00 a.m. Present were: Jerry Jacobson, Kurt Gaber, Dave Gordon, Joe Wawrzaszek, and Tim Marko. Also present: Teri Ouimette and Jayson Smith.

1. Motion by Jacobson, seconded by Gaber, to approve the minutes from the October 28, 2015 BID Board meeting. All present voting aye. Motion carried.
2. Jayson Smith presented the 2015 BID Annual Report and 2015 BID expenditures.

Motion by Marko, seconded by Wawrzaszek, to approve the 2015 BID Annual Report. All present voting aye. Motion carried.

3. Teri Ouimette briefed the Board on current and planned Main Street activities.
4. Main Street requested the first half payment of 2016 BID funding.

Motion by Marko, seconded by Jacobson, to authorize the City to pay the 2016 first half BID funding to Main Street, with the exception of \$500 to be retained in the account. All present voting aye. Motion carried.

The meeting adjourned at 8:25 a.m.

Submitted by:

Jayson C. Smith, Secretary
City Planner



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls, WI	Applicant Phone Number: (715) 723-6661
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<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: Chippewa Falls Main Street, Inc. (Same as above)
--	--

Name of the event: Downtown Earth Day Cleanup	Estimated number of persons participating: 200-
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Date and start and end times requested for street use:
Saturday, April 23rd, 2016

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Harmony Courtyard for registration and we will clean up around the BID and riverfront area.

Use, described in detail, for which the street use permit is requested:
Volunteers clean up the sidewalks, parking lots, and alleys from the Riverfront to Cedar St.

City services requested for the event (e.g., Street Department or Police Department staff time)
None

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

Signature of Applicant 	Date 2/4/16
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OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
**NO POLICE SERVICES REQUIRED, WLS
No Public Works Services necessary**

Requirements of Applicant: **If traffic cones or barricades are necessary to reserve parking spaces, please pick them up at the City Garage at 45 Brook-Riverdale Circle by 1pm on Friday April 22nd 2016 and return on Monday April 25, 2016. RJK 2/14/2016**

Approved by: 	 Signature of Director of Public Works
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Recommendation of Board of Public Works (if required): Approved Denied

Decision of City Council (required): Approved Denied



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: Teri Ouimette, 514 N. Bridge St., Chippewa Falls Applicant Phone Number: (715) 723-6661

Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.
Ginger Wierman
5745 184th St., Chippewa Falls ← (715) 720-9092

Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization:
Lake Wissota Garden Club
(Same info. as Ginger)

Name of the event: Lake Wissota Garden Club Plant Sale Estimated number of persons participating: 100-150

Date and start and end times requested for street use:
Sat., Jun. 4, 2016 10³⁰ am - Noon

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Market Lot (at about 53 E. Central St.)

Use, described in detail, for which the street use permit is requested:
Lake Wissota Garden Club's annual plant sale

City services requested for the event (e.g., Street Department or Police Department staff time)
None

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

Signature of Applicant: [Signature] Date: 2/15/16

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
NO POLICE SERVICES REQUIRED. MS
No Public Works services requested or necessary. RJK

Requirements of Applicant:

Approved by: [Signature] Signature of Chief of Police
[Signature] Signature of Director of Public Works PE

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

Decision of City Council (required): Approved Denied



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <i>Mike Krager 317 W Greenville St C.F.</i>	Applicant Phone Number: <i>715-226-0472</i>
--	--

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <i>CVBC 531 E South Ave C.F. 715-723-2872</i>
--	--

Name of the event: <i>CROSS WALK</i>	Estimated number of persons participating: <i>50 max</i>
---	---

Date and start and end times requested for street use:
3-25-16 3:00 - 5:30

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Sidewalk From B. Willi Poot to CVBC

Use, described in detail, for which the street use permit is requested:
WALK THROUGH TOWN w/CROSS FOR EASTER (5th yr)

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

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

Signature of Applicant: *Michael W Krager* Date: *2-22-16*

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
*NO POLICE SERVICES REQUIRED, WLS
No Public Works Services Requested or Required RGR.*

Requirements of Applicant:

Approved by: *Chief [Signature]* Signature of Chief of Police
[Signature] PE Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied



CITY OF CHIPPEWA FALLS STREET USE PERMIT APPLICATION

Applicant Name and Address: <u>Teri Ouimette, 514 N. Bridge St. Chippewa Falls</u>	Applicant Phone Number: <u>(715) 723-1010</u>
---	--

<input checked="" type="checkbox"/> Please check here if the applicant is the individual in charge of the event. If not, please indicate Name, Address and Phone Number of responsible individual.	Name, Address and Phone Number of the headquarters of the organization and responsible head of such organization: <u>Chippewa Falls Main Street, Inc. (same info. as above)</u>
--	--

Name of the event: <u>Farmers Market</u>	Estimated number of persons participating: <u>200-300 each week</u>
---	--

Date and start and end times requested for street use:
Every Thursday June 16 - October 21, 2016 10³⁰ am - 4³⁰ p.m.

Accurate description of the portion of the street or streets being requested for use (attach maps if necessary):
Market Lot (at about 53 E. Central St.)

Use, described in detail, for which the street use permit is requested:
Vendors will be selling homegrown vegetables and fruits, bakery items, crafts, etc.

City services requested for the event (e.g., Street Department or Police Department staff time)
None

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

Signature of Applicant <u><i>Teri Ouimette</i></u>	Date <u>2/15/16</u>
---	------------------------

OFFICE USE ONLY

Estimated cost of City services requested (to be completed by Police Chief and Director of Public Works):
NO POLICE SERVICES REQUIRED, WLS
No Public Works Services requested or required for

Requirements of Applicant:

Approved by: <u><i>Chris Sahr</i></u>	Signature of Director of Public Works <u><i>Richard C. Rubey, PE</i></u>
Signature of Chief of Police	Signature of Director of Public Works

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

Decision of City Council (required): Approved Denied

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: 2-12-2016

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 April 1, 2016 and ending April 2, 2016 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 McDonnell Booster Club
 (b) Address 1310 Bel Air Blvd Chippewa Falls, WI 54729
(Street) Town Village City

- (c) Date organized _____
 (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 Mike Waldusky 715-839-8282
 Vice President Sarah Schuetz 715-726-0376
 Secretary Melissa Bone 715-828-8744
 Treasurer Karen Guettl 715-723-0538

(g) Name and address of manager or person in charge of affair:
Sarah Schuetz, 9330 137th St, Chippewa Falls, WI 54729 715-726-0376

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:

- (a) Street number 1310 Bel Air Blvd
 (b) Lot _____ Block _____
 (c) Do premises occupy all or part of building? Yes - Part of Building
 (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: School and Gym indoors
 (e) Will minors be present? yes - 15m Reason for minors being present: Family event
 Security measures: Wrist band for 21 and older 15m

3. Name of Event

- (a) List name of the event McDonnell Alumni Tournament
 (b) Dates and times of event April 1, 2016 to April 2, 2016
4pm - midnight 10am - midnight

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 Melissa Bone 2/12/2016
(Signature/date)
 Officer L.A. Bunn 2/12/16
(Signature/date)

PAID
CITY OF CHIPPEWA FALLS
FEB 12 2016

(Name of Organization) McDonnell Alumni Tournament
 Officer Sarah Schuetz 2/12/2016
(Signature/date)
 Officer _____
(Signature/date)

Date Filed with Clerk _____

Date Reported to Council or Board _____

Date Granted by Council _____

License No. _____

Police Department Approval Chief Wally J. Smith

Date 02-26-2016 Wisconsin Department of Revenue

*15m
2/26/16*

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 January 25, 2016 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:

Develop on-street (back-in & parallel) parking and off-street parking options to accommodate proposed business parking needs for new business at the SW corner of Bay Street and River Street. The various options are attached. The off street parking option was ultimately selected by the City which included 7 new on-street parallel parking stalls, 24 off-street parking stalls, a preliminary construction cost estimate and final construction drawing added to the February, 2016 bid package.

The options investigated included reviewing existing and potential traffic movements, including geometric design to accommodate the proposed "parking" layout and adjacent street driving lanes. (Attached drawings and cost estimates.)

<u>Options</u>	<u>Features</u>
3	On - street parking. Back-in angle parking stalls (33), eliminate on-street parallel parking, maintain River Street travel lane geometrics, generally as is. Cost estimate developed.
3A	Off - street parking. Connecting off street parking lot to existing Bay Street Lift Station parking area (15 stalls), maintain River Street travel lane geometrics, generally as is. Cost estimate developed.
4	Same as Option 3 plus adding additional east bound travel lane from mid-block (Island to Bay), through Bay/River intersection and continuing east.
4A	Same as Option 3A plus adding additional east bound travel lane from mid-block (Island to Bay), through Bay/River intersection and continuing east.
5	Similar to Option 4, plus widening River Street to accommodate a dedicated left turn (heading east) lane onto Island Street.
5A	Similar to Option 4A, plus widening River Street to accommodate a dedicated left turn (heading east) lane onto Island Street.
1	On - street Back In Angled Parking (17 stalls), maintain River Street travel lane geometrics as is. Cost estimate developed.
2	Selected Option - Off-street one way parking lot (24 stalls), plus on-street parallel parking (7 stalls), maintain River Street travel lane geometrics as is. Cost estimate developed. Detailed Construction Drawing developed for this option to be included into the February 22, 2016 bid package.

Estimated Cost (Labor and Expenses) \$18,000

Schedule: Construction drawing for off-street and on-street parking stalls is completed and has been added to the project bid set.

Payment: The estimated fee is hourly including expenses and equipment, subject to a not-to-exceed amount of \$18,000, 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:\admn\agreements\2016\cc\cl\additional services - investigate on & off street parking options_1.22.16.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.

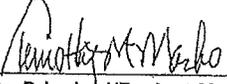
By:  _____ Date: 1-22-16
Sr. Principal/Project Manager – Timothy M. Marko, PE

Exhibit A-1
to Supplemental Letter Agreement
Between City of Chippewa Falls (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated January 25, 2016

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 benefitting 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

February 16, 2016

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

Re: Glen Loch Dam
2016 Owner Responsible Inspection Program

Dear Mr. Rubenzer:

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

Project Description

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

Ayres Associates has inspected over 70 dams since the inception of the WDNR Owner Responsible Inspection Program (ORIP). All of our inspections have been accepted and approved by the WDNR regional engineers almost exclusively on the first submittal.

We are familiar with the Glen Loch dam and we completed the last two ORIP inspections for this dam in 2012 and 2014.

Scope of Services

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

1. Contact Mike Roney at the WDNR to notify the WDNR Regional Engineer that we will be conducting an inspection at the City's dam.
2. Request from the WDNR electronic copies of any available information for the dam that has been generated following our last inspection.

Mr. Richard J. Rubenzer

February 16, 2016

Page 2 of 3

3. According to the WDNR data base the dam has a high hazard rating. An Emergency Action Plan (EAP), Inspection Operation and Maintenance Plan (IOMP) and dam failure analysis have been completed for the dam. We will review these reports during the inspection of the dam.
4. Conduct an on-site dam inspection.
5. Complete the WDNR required checklists, photo documentation, and letter report and submit to the City's for review and approval. Following City's approval of the report, forward the final report to the WDNR Regional Engineer. The letter report will include a description of any dam deficiencies, any recommended remedial actions and a time line for these remedial actions, as required by the WDNR. Reports will be filed both electronically and in paper copy per the WDNR requirements.

Responsibilities of Owner and Others

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

Additional Services

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

Time Schedule

We will conduct the inspection in the spring/summer of 2016. We will submit the draft report to the City within 45 days of inspection and the final report is due to the WDNR within 90 days of inspection.

Fee

We will perform the above services for a lump sum amount of \$1,200.

Contract Terms and Conditions

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

Mr. Richard J. Rubenzer
February 16, 2016
Page 3 of 3

Acceptance

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

This proposal is valid until May 16, 2016, unless extended by us in writing.

Proposed by Consultant:

Ayres Associates Inc



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

Accepted by Owner:

City of Chippewa Falls

Owner's Name

Signature

Richard J. Rubenzer PE

Name

Director of Public Works/City Engineer/Utilities Manager

Title

Date

Attachments: Contract Terms and Conditions

**AYRES ASSOCIATES
CONTRACT TERMS AND CONDITIONS**

- 1. Performance of Services:** Consultant shall perform the services outlined in its proposal to Owner in consideration of the stated fee and payment terms.
- 2. Billing and Payment:** Invoices for Consultant's services shall be submitted to Owner on a monthly basis. Invoices shall be due and payable within 30 days from date of invoice. If any invoice is not paid within 30 days, Consultant may, without waiving any claim or right against Owner, and without liability whatsoever to Owner, suspended or terminate the performance of services. Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance, or the maximum rate of interest permitted by law, if less. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payments shall be added to Consultant's compensation. No deductions or offsets shall be made from Consultant's compensation or expenses on account of any setoffs or back charges.
- 3. Access to Site:** Owner shall furnish right-of-entry on the project site for Consultant and, if the site is not owned by Owner, warrants that permission has been granted to make planned explorations pursuant to the scope of services. Consultant will take reasonable precautions to minimize damage to the site from use of equipment, but has not included costs for restoration of damage that may result and shall not be responsible for such costs.
- 4. Location of Utilities:** Consultant shall use reasonable means to identify the location of buried utilities in the areas of subsurface exploration and shall take reasonable precautions to avoid any damage to the utilities noted. However, Owner agrees to indemnify and defend Consultant in the event of damage or injury arising from damage to or interference with subsurface structures or utilities which result from inaccuracies in information or instructions which have been furnished to Consultant by others.
- 5. Hazardous Materials:** In the event that unanticipated potentially hazardous materials are encountered during the course of the project, Owner agrees to negotiate a revision to the scope of services, time schedule, fee, and contract terms and conditions. If a mutually satisfactory agreement cannot be reached between both parties, the contract shall be terminated and Owner agrees to pay Consultant for all services rendered, including reasonable termination expenses.
- 6. Insurance:** Consultant shall maintain Workers' Compensation, General Liability, and Automobile Liability Insurance during its services for Owner. Consultant shall furnish a Certificate of Insurance to Owner upon written request. Owner agrees that Consultant shall not be liable or responsible to Owner for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.
- 7. Limitation of Professional Liability:** Owner agrees to limit Consultant's professional liability to an amount of \$50,000 or Consultant's fee, whichever is greater. In the event that Owner does not wish to limit Consultant's professional liability to this sum, Consultant agrees to raise the limitation of liability to a sum not to exceed \$1,000,000 for increased consideration of ten percent (10%) of the total fee or \$500, whichever is greater, upon receiving Owner's written request prior to the start of Consultant's services.
- 8. Opinions of Probable Costs:** Consultant's opinions of probable project costs are made on the basis of Consultant's experience, qualifications and judgment; but Consultant cannot and does not guarantee that actual project costs will not vary from opinions of probable cost.
- 9. Construction Review:** Consultant does not accept responsibility for the design of a construction project unless the Consultant's contract includes review of the contractor's shop drawings, product data, and other documents, and includes site visits during construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents.
- 10. Construction Observation:** On request, Consultant shall provide personnel to observe construction in order to ascertain that, in general, the work is being performed in accordance with the construction contract documents. This construction observation shall not make Consultant a guarantor of the contractor's work. The contractor shall continue to be responsible for the accuracy and adequacy of all construction performed. In accordance with generally accepted practice, the contractor will be solely responsible for the methods of construction, direction of personnel, control of machinery, and falsework, scaffolding, and other temporary construction aids. In addition, all matters related to safety in, on, or about the construction site shall be under the direction and control of the contractor and Consultant shall have no responsibility in that regard. Consultant shall not be required to verify any part of the work performed unless measurements, readings, and observations of that part of the construction are made by Consultant's personnel.
- 11. Standard of Performance:** The standard of care for all professional services performed or furnished by Consultant under this contract will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant does not make any warranty or guarantee, expressed or implied, nor is this contract subject to the provisions of any uniform commercial code. Similarly, Consultant will not accept those terms and conditions offered by Owner in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.
- 12. Ownership of Documents:** All documents produced by Consultant under this contract are instruments of Consultant's professional service and shall remain the property of Consultant and may not be used by Owner for any other purpose without the prior written consent of Consultant.

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

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

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

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

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

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

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

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

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

AMENDMENT TO AGREEMENT

Amendment Dated February 11, 2016

The original Agreement for Professional Services made as of August 24, 1995, between the City of Chippewa Falls, 30 W. Central Street, Chippewa Falls, WI 54729 (OWNER) and Ayres Associates Inc, 3433 Oakwood Hills Parkway, Eau Claire, WI 54701 (CONSULTANT) is hereby amended as set forth below.

SERVICES

Task 1—Monitoring Well and Gas Probe Sampling

Groundwater monitoring wells and private wells will be sampled in accordance with the March 2008, Expedited Plan Modification. The plan modification specifies the sampling schedule for each well. In summary, it indicates that 17 monitoring wells, 4 private wells, and 1 leachate location will be sampled annually in September for volatile organic compounds (VOCs), field parameters (temperature, conductivity, and pH), and indicator parameters (alkalinity, hardness, and chloride). Eleven monitoring wells will be sampled for field parameters and VOCs in March.

Eight landfill gas probes will also be monitored and sampled in September as called for in the annual plan.

Task 2—Sample Analysis

Samples will be submitted to CT Laboratories in Baraboo, Wisconsin, for analyses. CT Laboratories is a Wisconsin-certified lab. VOC samples collected from monitoring wells and private wells will be analyzed using EPA Method 8260. Inorganic samples will be analyzed in accordance with currently-approved EPA methods.

Task 3—Data Reporting

The groundwater monitoring data must be electronically submitted to the WDNR Bureau of Solid Waste Management within 60 days of the end of the sampling period. In addition, an exceedance report is also required. Ayres Associates will submit the data as required. We will provide a hard copy of the results to the City for your files. WDNR has also requested that the private well data be submitted to their local District Office immediately after we receive the final results from the laboratory. Ayres Associates will continue to provide this data to the local WDNR office.

COMPENSATION

CONSULTANT's services will be charged on an hourly basis plus reimbursables. The estimated cost of CONSULTANT's services for this amendment is \$8,800.00, including laboratory fees.

PERIOD OF SERVICE

The following schedule is estimated to complete the Services:

<u>TASK</u>	<u>APPROXIMATE CALENDAR DATE OF EVENT COMPLETION</u>
Sampling	March and September 2016
Data Reporting	Within 60 days of the end of the sampling period, as required by the WDNR

In Witness Whereof, the parties hereto have made and executed this Amendment to Agreement as of the day and year first written above.

CITY OF CHIPPEWA FALLS

AYRES ASSOCIATES INC

(Signature)

Scott L. Wilson

(Typed Name)

Scott Wilson, PSS

(Title)

VP— WI Environmental Services

(Date)

February 11, 2016

ATTACHMENT C - COMPENSATION AND PAYMENTS

Amendment to Agreement dated February 11, 2016

CONSULTANT will perform services on an hourly basis, plus reimbursable expenses. The amount of any excise, value-added, gross receipts, or sales taxes that may be imposed on payment shall be added to CONSULTANT's compensation.

CONSULTANT's Reimbursable Expenses. For reimbursable expenses, an amount equal to the normal and customary costs incurred in rendering services on the Project for: transportation and subsistence incidental thereto; survey and testing instruments, and other highly specialized equipment; and field supplies and similar Project-related items.

Professional Associates and Subconsultants. For services and reimbursable expenses of independent professional associates and subconsultants employed by CONSULTANT to render services on the Project, the amount billed to CONSULTANT.